PRIVATE FACILITY
DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between _Utah State University Research Foundation_
("Owner"), whose address is _1695 North Research Park Way   North Logan, UT 84341_ ,
and whose telephone number is (435) 713-3000 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]
* D-3 of summary plat replat of parcel D of the replat of Tr 4 Newport Industrial Park-West Unit1 cont 2.2318 ac

recorded on _Aug 24, 1981_ , pages _168_ through ____ , as Document No. _C18_
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:
Storm Water Quality Pond

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:

By [signature]: *Lyndon B Loosle*

Name [print]: *Lyndon B. Loosle*

Title: *CFO*

Dated: *06-26-2019*

CITY OF ALBUQUERQUE:

By: *[signature]*

Shahab Biazar, P.E., City engineer

Dated: *7/15/19*

OWNER'S ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ *Utah*   )

COUNTY OF ~~BERNALILLO~~ *Cache*   )ss
)

This instrument was acknowledged before me on this *26* day of *June*,
20*19*, by *Lyndon B. Loosle* _____ (name of person signing permit),
CFO _____ (title of person signing permit) of
Utah State University Research Foundation (Owner).

> NOTARY PUBLIC
> JENNIE PARRISH
> 695812
> COMMISSION EXPIRES
> JULY 6, 2021
> STATE OF UTAH
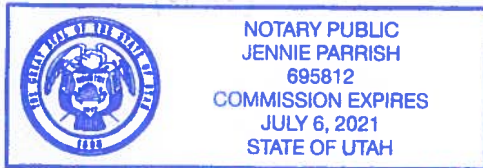
[signature]
Notary Public
My Commission Expires: *07-06-2021*

CITY'S ACKNOWLEDGMENT

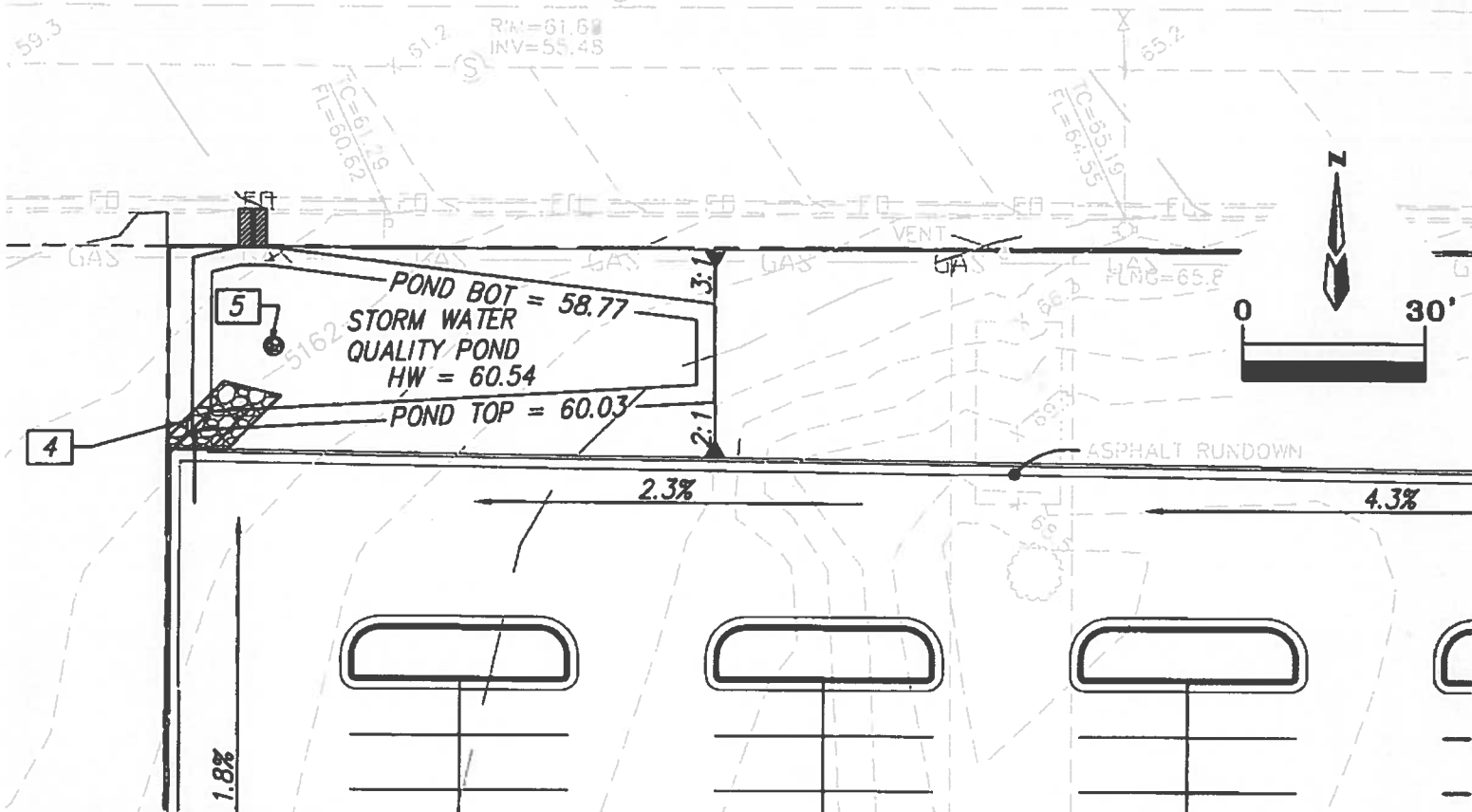STATE OF NEW MEXICO   )

COUNTY OF BERNALILLO   )ss
)

This instrument was acknowledged before me on this *15th* day of
July 20*19*, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

[signature]
Notary Public
My Commission Expires: *March 15, 2021*

(EXHIBIT A ATTACHED)

3

N

0   30'

POND BOT = 58.77
STORM WATER
QUALITY POND
HW = 60.54
POND TOP = 60.03

3:1

2:1

[5]

[4]

2.3%

4.3%

ASPHALT RUNDOWN

1.8%

DRAINAGE NARRATIVE:

RECENT STORM WATER QUALITY REQUIREMENTS OF THE CITY OF ALBUQUERQUE RESULT IN THE CAPTURE OF 0.34 INCHES OF RAINFALL OVER IMPERVIOUS SURFACES. THE IMPERVIOUS SURFACES OF THIS SITE INCLUDE THE PARKING LOT AREA AS WELL AS THE FLAT AREA IN THE NORTH EAST QUADRANT (FUTURE) TOTALING 76992 SF.

THE PROPOSED DESIGN CAPTURES THE REQUIRED WATER VOLUME WITHIN THE STORM WATER QUALITY POND AT THE LOW ELEVATIONS OF THE SITE.

FRENCH DRAINS ARE FEATURES OF THE DESIGN TO HASTEN INFILTRATION WITHIN THE PONDS WHEN RUNOFF IS CAPTURED FROM STORM EVENTS.

THE 100 YR 6 HR DESIGN STORM WILL FILL AND OVERFLOW FROM THE STORM WATER QUALITY POND THRU TWO(2) 24" WIDE SIDEWALK CULVERTS INTO RANDOLPH ROAD. THE 100 YR, 6 HR DISCHARGE WAS EVALUATED BY UTILIZING AYMO S4. INPUT TO INCLUDE SURACE TREATMENTS, AND RAINFALL FROM NOAA 14 MITIGATED BY THE STORM WATER QUALITY RETENTION (0.34"). THE 100 YR PEAK DISCHARGE WAS EVALUATED TO BE 7.41 CFS. A WIER ANALYSIS WAS PERFORMED TO EVALUATE THE TWO(2) 24" SIDEWALK CULVERTS TO PASS THE 7.41 CFS AT AN ESTIMATED DEPTH OF 0.51'.

[4.] 4" MINUS RIPRAP (13 SY).

[5.] FRENCH DRAIN, SEE DETAIL

STORM WATER QUALITY VOLUME:

Proposed Impervious Area (SF)	76992
Storm Water Quality retention depth (inches):	0.34
Required Storm Water Quality Volume (CF):	2181

Proposed Storm Water Quality Retention Capacity:

Temporary Retention Pond	
Depth (FT):	**1.26**
Bottom (SF) (58.40)	1,425
Top (SF) (60.03)	2,043
Volume (CF)	2,185

2"

12"

5'-0"

4'-0"

9" COBBLES

36" CMP

2" DRAINFIELD GRAVEL
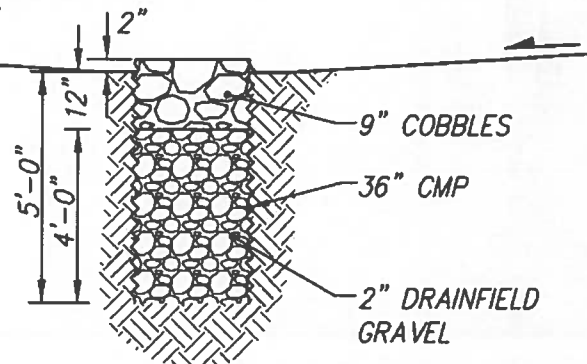
FRENCH DRAIN DETAIL
N.T.S

LEGAL DESCRIPTION:
*D-3 of summary plat replat of parcel D of the replat of Tr 4 Newport Industrial Park—West Unit1 cont 2.2318 ac

SITE ADDRESS: RANDOLPH RD SE ALBUQUERQUE NM 87106
CITY OF ALBUQUERQUE HYDROLOGY FILE: M15D046

EXHIBIT A