

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between MB Investments Group LLC ("Owner"), whose address is 1255 Henderson Rd, Rogersville, MO 65742, and whose telephone number is (417) 812-3971 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] 5201 HAWKINGS DR SE, TRACT D-4 AND D-5 MESA DEL SOL INNOVATION PARK 2 recorded on DECEMBER 29, 2017, BOOK 2017C page 0159 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:
RETENTION POND AS SHOWN ON APPROVED GRADING PLAN LOCATED IN FILE Q16DA5000

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]: [Signature]
Name [print]: Jim Massengale
Title: Managing Member MB Investments Group LLC
Dated: 5-26-2020

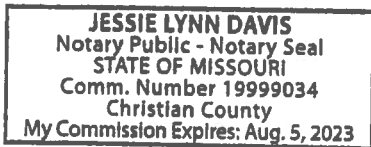
CITY OF ALBUQUERQUE:

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 26th day of May,
2020, by Jim Massengale Jessie Davis (name of person signing permit),
Branch Manager (title of person signing permit) of
Jim Massengale (Owner).



[Signature]
Notary Public
My Commission Expires: Aug 5, 2023

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)

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

DS
a

Date: 6/11/2020 | 3:20 PM MDT

CITY'S NOTARY

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 11th day of June, 2020,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

(SEAL)



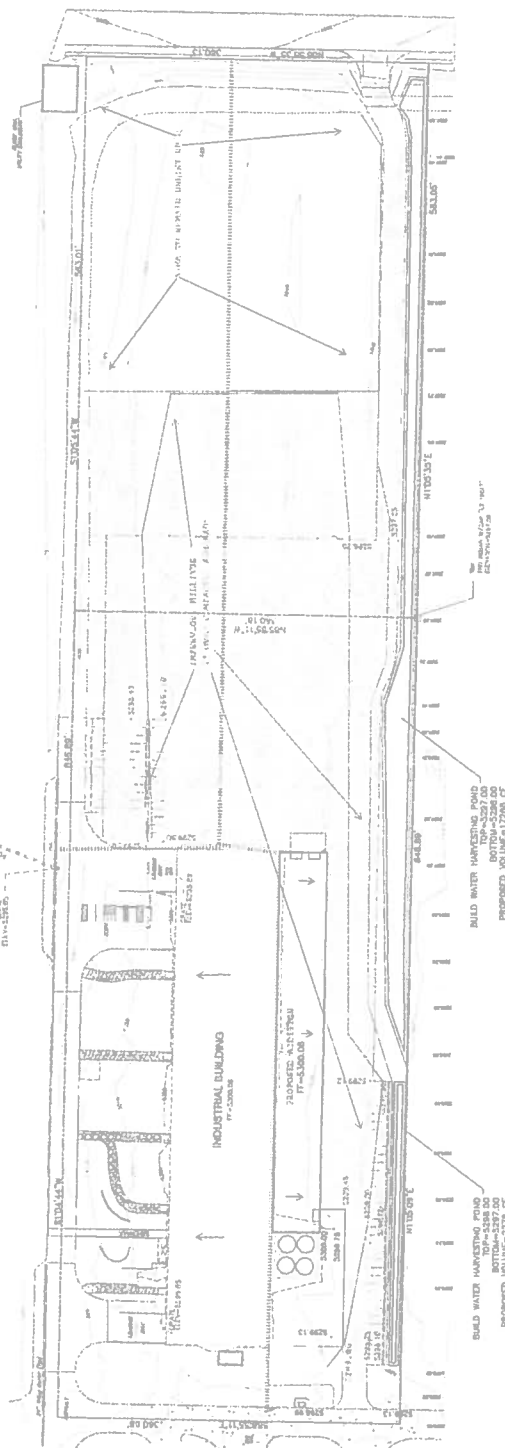
Charlotte LaBadie
Notary Public

My Commission Expires: March 15 2021

EXISTING UTILITIES ARE NOT SHOWN.
IT SHALL BE THE SOLE RESPONSIBILITY
OF THE CONTRACTOR TO CONDUCT ALL
NECESSARY FIELD INVESTIGATIONS PRIOR
TO ANY EXCAVATION TO DETERMINE THE
ACTUAL LOCATION OF UTILITIES & OTHER
IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.

1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS TO AND EXISTING RUN-OFF-WAY.
3. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.



FIELD WATER HARVESTING POND
TOP=5298.00
BOTTOM=5297.00

WILD WATER HARVESTING POND
TOP=3227.00
BOTTOM=5298.00
PROPOSED VOLUME=1726.00

LEGAL DESCRIPTION:

TRACTS D-4 AND D-5, MESA DEL SOL, INNOVATION PARK II

NOTES.

1. ALL BUT ELEVATION MEASUREMENT FROM ELEVATION MEASUREMENT DIFFERENCE

2. ALL CURBS AND GUTTER TO 8" HEASER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 8" P.C. OVER 8" SUBGRADE PER CONFORMANCE TO AASHTO UNLESS OTHERWISE NOTED.
5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.

PUBLIC WORKS

[illegible]

Weighted E-Method

offering customers/audience and not looking for absolute truth

[illegible]

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[illegible]

Year	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	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
1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	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	

THE SITE GRANTS TO AN EXISTING POND. THE EXISTING POND WILL BE CONVERGED TO ACCOUNT FOR THE

EFFECT OF FLOW UNSTEADINESS ON THE RETENTION POLYMERIZATION OF STYRENE

Figure 1

CPA BILT COUNCIL



SCALE: 1-37705

ENGINEER'S
SEAL


UNITED POLY SERVICES

GRADING AND DRAINAGE PLAN



**Rio Grande
Engineering**
1805 CORRAL ARCHER ST
SUITE 204
ALBUQUERQUE, NM 87104
(505) 912-0889

65414



DATE 201
CITY, ST ZIP

/ BGR