

## **PRIVATE FACILITY DRAINAGE COVENANT**

**PROJECT NAME:** BP-2024-01268 – McDonalds Restaurant 30-0260 - New-Build  
**HYDROTRANS NUMBER:** B10D003C3B

This Drainage Covenant (“Covenant”), between McDonald's Real Estate Company, a Delaware Corporation (“Owner”), whose address is 110 N. Carpenter St., Chicago, IL 60607-2101 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 the City Engineer signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as: 9500 Universe Boulevard NM, Albuquerque, NM 87114, in Bernalillo County, New Mexico (the “Property”) and described on Exhibit B.

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 pursuant to Drainage File No.B10D003C3B: Sawtooth curb for inflow allowing runoff into depressed detention pond/ landscape area, and outfall. Retaining wall to achieve volume, and landscaped with rock/xeriscape.

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will 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 will maintain the Drainage Facility at the 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 written notice (“Notice”) to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days (“Deadline”) of receipt of the 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 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 attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its 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, 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.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

McDonald's Real Estate Company  
110 N Carpenter St. Chicago, IL  
60607

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 no 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, its 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 of construction of any of its provisions.

**OWNER:**

By [signature]:

Name [print]:

Title:

Dated:

**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 24<sup>th</sup> day of January,  
2025 by Brian T. Sheedy (name of person signing permit),  
Senior Counsel (title of person signing permit) of  
McDonald's Real Estate Company (Owner).



Laura Razo

Notary Public

My Commission Expires: 10-28-27

DS  
KV

Initial  
SS

**CITY OF ALBUQUERQUE:**

By: [Signature]  
Shahab Biazar, P.E., City Engineer

Dated: 1/29/2025

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO           )  
  )ss  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this 29<sup>th</sup> day of January 2025 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Rachael Miranda  
Commission No. 1119740  
November 09, 2025

[Signature]  
Notary Public  
My Commission Expires: 11-9-2025

**(EXHIBIT A ATTACHED)**

**EXHIBIT A**  
**Drainage Easement Legal Description**

A VARIABLE WIDTH DRAINAGE EASEMENT LYING AND SITUATE WITHIN THE TOWN OF ALAMEDA GRANT, PROJECTED SECTION 10, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF A PORTION OF TRACT H-10, VENTANA SQUARE AT VENTANA RANCH, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 4, 2003, IN BOOK 2003C, PAGE 50, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83-CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FEET) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED EASEMENT, LYING ON THE NORTH RIGHT OF WAY LINE OF PASEO DEL NORTE BOULEVARD, N.W., MARKED BY A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP "LS 11808", FROM WHENCE A TIE TO A.G.R.S. MONUMENT "5\_B9" BEARS S 87°08'27" W, A DISTANCE OF 290.38 FEET;

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID NORTH RIGHT OF WAY LINE, N 89°53'09" W, A DISTANCE OF 16.33 FEET TO THE SOUTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 00°15'02" E, A DISTANCE OF 28.38 FEET TO AN ANGLE POINT;

THENCE S 89°44'58" E, A DISTANCE OF 7.81 FEET TO AN ANGLE POINT;

THENCE N 00°15'02" E, A DISTANCE OF 119.18 FEET TO AN ANGLE POINT;

THENCE N 29°44'58" W, A DISTANCE OF 9.00 FEET TO AN ANGLE POINT;

THENCE N 00°15'02" E, A DISTANCE OF 11.00 FEET TO THE NORTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE S 89°44'58" E, A DISTANCE OF 13.03 FEET TO THE NORTHEAST CORNER OF DESCRIBED EASEMENT;

THENCE S 00°15'02" W, A DISTANCE OF 166.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,707 SQUARE FEET, MORE OR LESS.



OFFICE LOCATION:  
9200 San Mateo Boulevard, NE  
Albuquerque, NM 87113  
505.856.5700 PHONE

EXHIBIT "A"

### Legal Description

A VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT LYING AND SITUATE WITHIN THE TOWN OF ALAMEDA GRANT, PROJECTED SECTION 10, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF A PORTION OF TRACT H-10, VENTANA SQUARE AT VENTANA RANCH, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 4, 2003, IN BOOK 2003C, PAGE 50, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83-CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FEET) AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF DESCRIBED EASEMENT, LYING ON THE NORTH RIGHT OF WAY LINE OF PASEO DEL NORTE BOULEVARD, N.W., MARKED BY A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP "LS 11808", FROM WHENCE A TIE TO A.G.R.S. MONUMENT "5\_B9" BEARS S 87°08'27" W, A DISTANCE OF 290.38 FEET;

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID NORTH RIGHT OF WAY LINE, N 89°53'09" W, A DISTANCE OF 16.33 FEET TO THE SOUTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 00°15'02" E, A DISTANCE OF 28.38 FEET TO AN ANGLE POINT;

THENCE S 89°44'58" E, A DISTANCE OF 7.81 FEET TO AN ANGLE POINT;

THENCE N 00°15'02" E, A DISTANCE OF 119.18 FEET TO AN ANGLE POINT;

THENCE N 29°44'58" W, A DISTANCE OF 9.00 FEET TO AN ANGLE POINT;

THENCE N 00°15'02" E, A DISTANCE OF 11.00 FEET TO THE NORTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE S 89°44'58" E, A DISTANCE OF 13.03 FEET TO THE NORTHEAST CORNER OF DESCRIBED EASEMENT;

THENCE S 00°15'02" W, A DISTANCE OF 166.32 FEET TO THE POINT OF BEGINNING, CONTAINING 1,707 SQUARE FEET, MORE OR LESS.

### Surveyor's Certificate & Acknowledgment

I, LARRY W. MEDRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS EXHIBIT FOR EASEMENT SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM RESPONSIBLE FOR THIS SURVEY. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR THIS CLASSIFICATION OF (EASEMENT) SURVEY AS PER THE MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO AS ADOPTED BY THE N.M. BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LARRY W. MEDRANO  
N.M.P.S. No. 11993

DATE

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) SS

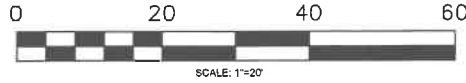
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2024 BY LARRY W. MEDRANO, PRESIDENT, PRECISION SURVEYS, INC.

BY \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				INDEXING INFORMATION		PROJECT INFORMATION	
STATE PLANE ZONE	GRID	GRID POINT	ABO	LAND GRANT	SECTION	TOWNSHIP	RANGE	MERIDIAN	UPC	CREWTECH	DATE OF SURVEY
NM-C	GRID	N=0 E=0	ABO	TOWN OF ALAMEDA	10	11 NORTH	2 EAST	NMPM	111028501702830612	MC	02/20/2024
HORIZONTAL DATUM	VERTICAL DATUM	UNITS	ROTATION ANGLE	CITY	COUNTY	STATE			PROPERTY OWNER	DRAWN BY	CHECKED BY
NAD83	NAVD88	U.S. SURVEY FEET	0° 00' 00.00"	ALBUQUERQUE	BERNALILLO	NM			McDONALD'S REAL ESTATE COMPANY	JK	LM
CONTROL USED				SUBDIVISION NAME				PBI JOB NO.			
ALBUQUERQUE GEODETIC REFERENCE SYSTEM				VENTANA SQUARE AT VENTANA RANCH				228302EA			
COMBINED SCALE FACTOR				DISTANCE ANNOTATION				SHEET NUMBER			
GRID TO GROUND: 1.000332787				GROUND				1 OF 2			
GROUND TO GRID: 0.999667324				GRID							

# EXHIBIT "A"



A.G.R.S. MONUMENT "13\_B10"  
STANDARD C.O.A. ALUMINUM DISC  
(FOUND IN PLACE)  
NEW MEXICO STATE PLANE COORDINATES  
(CENTRAL ZONE-N.A.D. 1983)  
N=1,525,618.319 US SURVEY FEET  
E=1,497,757.7 US SURVEY FEET  
PUBLISHED EL=5424.81 US SURVEY FT (NAVD 1988)  
GROUND TO GRID FACTOR=0.999667778  
DELTA ALPHA ANGLE=-0°16'30.69"

FOUND NO. 5 REBAR

S 89°44'58" E  
13.03'

N 00°15'02" E  
11.00'

N 29°44'58" W  
9.00'

S 00°15'02" W

119.18'

166.32'

N 00°15'02" E

252.90'

FOUND NO. 5 REBAR WITH  
YELLOW PLASTIC CAP "LS  
11808"

VARIABLE WIDTH PRIVATE  
DRAINAGE EASEMENT  
GRANTED BY THIS DOCUMENT  
TO BE MAINTAINED BY THE  
OWNER OF TRACT H-10  
AREA=1,707 SQ. FT.±

EXISTING PNM UNDERGROUND  
EASEMENT (10/03/2024,  
DOC. NO. 2024070047)

EXISTING 10' P.U.E.  
(12/03/2001, 2001C-315)  
(03/04/2003, 2003C-50)

5' SETBACK

110.85'

290.38'

TIE

S 87°08'27" W

N 89°53'09" W

A.G.R.S. MONUMENT "5\_B9"  
STANDARD C.O.A. ALUMINUM DISC  
(FOUND IN PLACE)  
NEW MEXICO STATE PLANE COORDINATES  
(CENTRAL ZONE-N.A.D. 1983)  
N=1,524,476.915 US SURVEY FEET  
E=1,497,669.326 US SURVEY FEET  
PUBLISHED EL=5432.303 US SURVEY FT (NAVD 1988)  
GROUND TO GRID FACTOR=0.99966870  
DELTA ALPHA ANGLE=-0°16'31.19"

**Paseo Del Norte Boulevard, N.W.**  
(PUBLIC ROW-WIDTH VARIES 135.82'-135.95')

**PRECISION**  
SURVEYS, INC.

OFFICE LOCATION:  
9200 San Mateo Boulevard, NE  
Albuquerque, NM 87113  
505.856.8700 PHONE



PROJECT INFORMATION  
PSI JOB NO. 228302EA  
SHEET NUMBER 2 OF 2

TRACT H-11  
TRACTS H-1 THRU H-11  
VENTANA SQUARE AT VENTANA RANCH  
(03/04/2003, 2003C-50)

**Tract H-10**  
VENTANA SQUARE AT VENTANA RANCH  
(03/04/2003, 2003C-50)  
SPECIAL WARRANTY DEED  
(04/19/2024, DOC. NO. 2024026289)

BASIS OF BEARINGS

N 04°25'38" E

1145.20'



## Exhibit B

### Legal Description of Parcel

A TRACT OF LAND LYING AND SITUATE WITHIN THE TOWN OF ALAMEDA GRANT, PROJECTED SECTION 10, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF TRACT H-10, VENTANA SQUARE AT VENTANA RANCH, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 4, 2003, IN BOOK 2003C, PAGE 50, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83-CENTRAL ZONE) AND GROUND DISTANCES (US SURVEY FEET) AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID TRACT, LYING ON THE EAST RIGHT OF WAY LINE OF UNIVERSE BOULEVARD, N.W., MARKED BY A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP "LS 11808", FROM WHENCE A TIE TO A.G.R.S. MONUMENT "5\_89" BEARS S 35°14'20" W, A DISTANCE OF 137.71 FEET

THENCE FROM SAID POINT OF BEGINNING ALONG SAID EAST RIGHT OF WAY LINE, N 01°20'19" W, A DISTANCE OF 95.96 FEET TO THE NORTHWEST CORNER OF DESCRIBED TRACT, MARKED BY A SET NO. 5 REBAR WITH PINK PLASTIC CAP "PS 11993";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, S 89°42'53" E, A DISTANCE OF 85.54 FEET TO AN ANGLE POINT, MARKED BY A FOUND NO. 4 REBAR WITH RED PLASTIC CAP (ILLEGIBLE);

THENCE N 00°27'43" E, A DISTANCE OF 60.18 FEET TO AN ANGLE POINT, MARKED BY A FOUND PK NAIL;

THENCE S 89°38'53" E, A DISTANCE OF 127.89 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT, MARKED BY A FOUND NAIL WITH PINK PLASTIC WASHER (NO MARKINGS);

THENCE S 00°15'02" W, A DISTANCE OF 252.90 FEET TO THE SOUTHEAST CORNER OF DESCRIBED TRACT, LYING ON THE NORTH RIGHT OF WAY LINE OF PASEO DEL NORTE BOULEVARD, N.W., MARKED BY A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP "LS 11808";

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N 89°53'09" W, A DISTANCE OF 110.85 FEET TO A POINT OF CURVATURE, MARKED BY A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP "LS 11808";

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 154.59 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 88°34'19", A CHORD BEARING OF N 45°33'52" W, AND A CHORD LENGTH OF 139.65 FEET TO THE POINT OF BEGINNING.

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

**Receipt: 1580951**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
COV	Covenant	\$25.00
	# Pages	9
	Document #	2025007307
	# Of Entries	0
<b>Total</b>		\$25.00
Tender (Check)		\$25.00
Check#5565		
Paid	SKYLINE CIVIL GROUP,	
By	LLC	

Thank You!

**1/31/25 10:51 AM MST jbarragan**

## CONTRACT CONTROL FORM

**PROJECT:** B10D003C3B **CONTACT PERSON:** David Jones  
**CCN:** 2025-OTR-115590  
 (New/Existing) New

Type of Paperwork Drainage Covenant  
 Project Name/Description  
 (From CTS): McDonald's 9500 Universe  
 Developer/Owner/Vendor McDonald's Real Estate Company

Contract Amount \$ \_\_\_\_\_ Contract Period: \_\_\_\_\_ - \_\_\_\_\_

### FINAL CONTRACT REVIEW

#### APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>1/29/2025   8:48 AM MST</u>
Legal Department	<u>[Signature]</u> <small>Initial</small>	<u>1/29/2025   3:13 PM MST</u>
City Engineer	<u>[Signature]</u> <small>Initial</small>	<u>1/29/2025</u>
Hydrology Engineer	<u>TC</u> <small>Initial</small>	<u>1/29/2025   8:21 AM MST</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

#### DISTRUBUTION:

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

Received by City clerk \_\_\_\_\_