



PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: BEDROCK - 02
HYDROTRANS NUMBER: C09D011B

This Drainage Covenant (“Covenant”), between Bedrock ABQ Investors, LLC (“Owner”), whose address is 4553 Glencoe Ave, Suite 225 Marina Del Rey, CA 90292 and whose telephone number is (310) 552-0065 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: Tract 5-A of Tracts 4-1 and 5-A, The Trails, Unit 3A being Comprised of Tracts 4 and 5 The Trails, Unit 3A

in Bernalillo County, New Mexico (the “Property”). (Give legal description and filing information).

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. C09D011B

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:

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.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On DECEMBER 9, 2025 before me, NUBIA M. LOPEZ CHAVEZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared LAUREN BOYD
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**Plat for
Tracts 4-A and 5-A,
The Trails, Unit 3A
Being Comprised of
Tracts 4 and 5,
The Trails, Unit 3A
City of Albuquerque,
Bernalillo County, New Mexico
August 2023**

Public Utility Easements

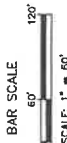
PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- A. **Public Service Company of New Mexico ("PNM"),** a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. **New Mexico Gas Company** for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- C. **Quest Corporation d/b/a CenturyLink_QC** for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. **Cable TV** for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, use, over, and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements; nor shall any well be drilled or operated on any easement. Grantee shall be responsible for construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

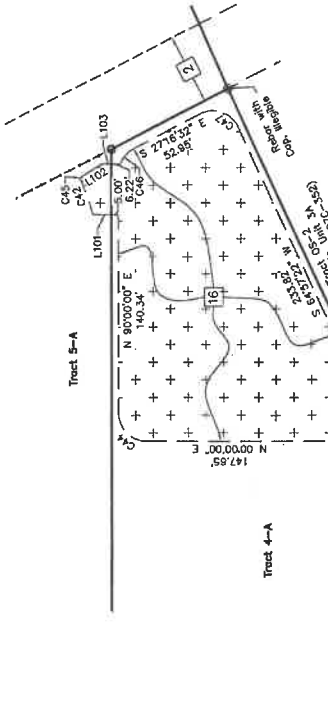
Disclaimer:
In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been shown on this plat. This plat, reprint or other document and which are not shown on this plat.



Detail "A"

Tract 5-A

Williamsburg Rd NW (46' R/W)



Detail "B"

Tract 4-A

Tract 5-A

Easement Notes

- 1 EXISTING TEMPORARY PUBLIC DRAINAGE EASEMENT (12/21/2007, 2007C--352) VACATED BY VACATION ACTION SD-2024-0023
- 2 EXISTING 50' SOUTHERN UNION GAS COMPANY RIGHT OF WAY EASEMENT (9/16/1930, BK. 112, PG. 519) AND (3/29/1956, BK. 0346, PGS. 356; DOC. NO. 50366) AND NM STATE LAND OFFICE DEED OF R-O-W AND EASEMENT NO. 646, DATED 10/03/1930, AND AS SHOWN ON PLAT (12/21/2007, 2007C--352)
- 3 EXISTING 22' X 22' PNM SWITCHGEAR EASEMENT (3/16/2006, 2006C--86)
- 4 INTENTIONALLY OMITTED
- 5 INTENTIONALLY OMITTED
- 6 EXISTING BLANKET ACCESS, PUBLIC OPEN SPACE, AND PUBLIC STORM DRAIN EASEMENT (12/21/2007, 2007C--352)
- 7 EXISTING BLANKET EASEMENT FOR PUBLIC WATER AND PUBLIC SANITARY SEWER (12/21/2007, 2007C--352)
- 8 PRIVATE ACCESS EASEMENT BENEFITING AND TO BE MAINTAINED BY THE OWNERS OF TRACTS 4-A AND 5-A, GRANTED WITH THE FILING OF THIS PLAT
- 9 PUBLIC SEWER AND WATER EASEMENT GRANTED TO THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) WITH THE FILING OF THIS PLAT, SUBJECT TO AND CONDITIONED UPON THE RECORDING OF AN EXECUTED ENROACHMENT AGREEMENT BY AND BETWEEN THE ABCWUA AND THE HOLDER OF THE EXISTING 50' SOUTHERN UNION GAS COMPANY RIGHT OF WAY EASEMENT AS SHOWN ON THIS PLAT FOR ALL CROSSINGS THEREOF.
- 10 PUBLIC WATER EASEMENT GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT, SUBJECT TO AND CONDITIONED UPON THE RECORDING OF AN EXECUTED ENROACHMENT AGREEMENT BY AND BETWEEN THE ABCWUA AND THE HOLDER OF THE EXISTING 50' SOUTHERN UNION GAS COMPANY RIGHT OF WAY EASEMENT AS SHOWN ON THIS PLAT FOR ALL CROSSINGS THEREOF.
- 11 PUBLIC SANITARY SEWER EASEMENT GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT, SUBJECT TO AND CONDITIONED UPON THE RECORDING OF AN EXECUTED ENROACHMENT AGREEMENT BY AND BETWEEN ABCWUA AND THE HOLDER OF THE EXISTING 50' SOUTHERN UNION GAS COMPANY RIGHT OF WAY EASEMENT AS SHOWN ON THIS PLAT FOR ALL CROSSINGS THEREOF.
- 12 PUBLIC STORM DRAIN EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE WITH THE FILING OF THIS PLAT, SUBJECT TO AND CONDITIONED UPON THE RECORDING OF AN EXECUTED ENROACHMENT AGREEMENT BY AND BETWEEN THE CITY OF ALBUQUERQUE AND THE HOLDER OF THE EXISTING 50' SOUTHERN UNION GAS COMPANY RIGHT OF WAY EASEMENT AS SHOWN ON THIS PLAT FOR ALL CROSSINGS THEREOF.
- 13 PRIVATE SANITARY SEWER EASEMENT BENEFITING TRACT 3, AND TO BE MAINTAINED BY THE OWNERS OF TRACTS 4-A AND 5-A, GRANTED WITH THE FILING OF THIS PLAT
- 14 PRIVATE STORM DRAIN EASEMENT BENEFITING TRACT 3, AND TO BE MAINTAINED BY THE OWNERS OF TRACTS 4-A AND 5-A, GRANTED WITH THE FILING OF THIS PLAT SHOWN HEREON AS []
- 15 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 16 PUBLIC DRAINAGE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE WITH THE FILING OF THIS PLAT SEE DETAILS "A" AND "B" ON THIS SHEET FOR DIMENSIONS SHOWN HEREON (ON SHEET 2 OF 7) AS []

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

Receipt: 1668254

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	8
	Document #	2025104616
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 215477
Paid By bohannan Huston
Phone # 5058231000

Thank You!

12/30/25, 9:17 AM MST abriggs

CONTRACT CONTROL FORM

PROJECT: C09D011B **CONTACT PERSON:** David Jones

CCN: 2026-01R-125002

(New/Existing) New

PNOCOV-2025-00038
12/15/25

Type of Paperwork Drainage Covenant

Project Name/Description (From CTS): Bedrock D1

Developer/Owner/Vendor Bedrock ABQ Investors, LLC

Contract Amount \$ _____ Contract Period: 12-24-25 - 12/31/2099

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>12/22/2025 8:59 AM MST</u>
Legal Department	<u>GS</u> <small>Initial</small>	<u>12/22/2025 1:35 PM MST</u>
City Engineer	<u>LC</u> <small>Initial</small>	<u>12/24/2025</u>
Hydrology Engineer	<u>TC</u> <small>Initial</small>	<u>12/22/2025 8:31 AM MST</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____