

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Green Jeans West, LLC, a New Mexico limited liability company ("**Green Jeans West**"), Tin Can Alley, LLC , a New Mexico limited liability company ("**Tin Can Alley**"), and Stone Age Real Estate North, LLC a New Mexico limited liability company ("**Stone Age**") each is referred to as an "**Owner**" and all are collectively referred to as "**Owners**"), 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 Owner signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as: Each Owner owns fee simple title to one or more of the lots (each a "Lot" and collectively the "Lots") depicted on the Plat of Lots 1-A, 2-A, 4-A & 6-A, Block 29, Lot A, Unit B, North Albuquerque Acres, within projected Section 13, T. 11 N., R. 3E., N.M.P.M, within Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, filed September 28, 2018, in Book 2018C, Page 0127, in the records of Bernalillo County Clerk, State of New Mexico as Document No. 2018085416, more specifically described as follows:

- (a) Green Jeans West, LLC-Owner of Lots 1-A and 6-A; and
- (b) Tin Can Alley, LLC-Owner of Lot 2-A; and
- (c) Stone Age Real Estate North, LLC- Owner of Lot 4-A

The term "Property" as used in this Declaration means all the Lots collectively. 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. C18D086

A storm water collection and controlled released facility constructed on the Property, including catch basins, storm drain lines underground storage tank, first flush storage and drainage ponds.

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.

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COV R:\$25.00 Linda Stover, Bernalillo County



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 save 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:

Green Jeans West, LLC
2929 Monte Vista Blvd. NE
Albuquerque, NM 87106

Tin Can Alley, LLC
2929 Monte Vista Blvd. NE
Albuquerque, NM 87106

Stone Age Real Estate North, LLC
10 Twim Tree Ct.
Cedar Crest, NM 87008

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: Green Jeans West, LLC,
a New Mexico limited liability company

CITY OF ALBUQUERQUE:

By [signature]:

Name [print]: Roy Solomon

Title: Manager

Dated: 3-18-20

By:

Shahab Biazar, P.E., City engineer

Dated:

3/31/20

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 18 day of March, 2020, by Roy Solomon (name of person signing), Manager (title of person signing) of Green Jeans West, LLC, a New Mexico limited liability company (Owner).



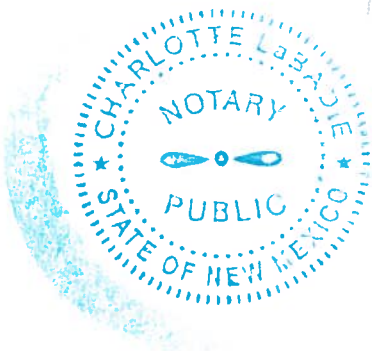
Crystal Mora
Notary Public

My Commission Expires: 9/17/2022

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 31 day of March 2020 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Charlotte Labadie
Notary Public

My Commission Expires: March 15, 2021

14. Entire agreement. This agreement 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.

15. Changes to agreement. Changes to this agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

18. Form Not Changed. Owners agrees that changes to the wording of this form are not binding upon the County unless initialed by the Owners and approved and signed by the County Commission Chair or his/her designee in writing on this form.

OWNER:

Green Jeans West, LLC,
a New Mexico limited liability company

By: [Signature]
Roy Solomon, Manager

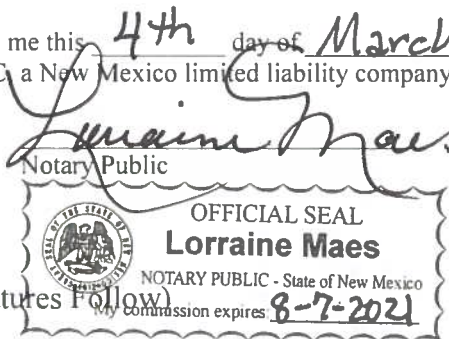
Dated: 3.4.20

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Roy Solomon, Manager of Green Jeans West, LLC, a New Mexico limited liability company.

My commission expires;

8-7-2021



(Additional Signatures Follow)

OWNER:

Tin Can Alley, LLC,
a New Mexico limited liability company

By: [Signature]
Roy Solomon, Manager

Dated: 3-4-20

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Roy Solomon, Manager of Tin Can Alley, LLC, a New Mexico limited liability company.

My commission expires: 8-7-2021



Stone Age Real Estate North, LLC,
a New Mexico limited liability company

By: [Signature]
Its: managing member
Dated: 3/4/20

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by John Bryan Pletta, Managing Member of Stone Age Real Estate North, LLC, a New Mexico limited liability company.

My commission expires: 8-7-2021

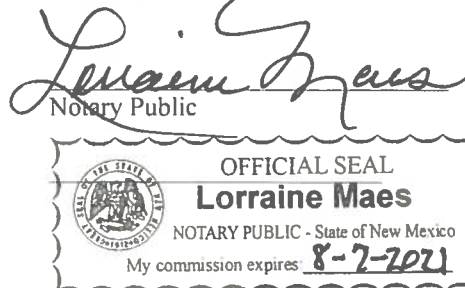
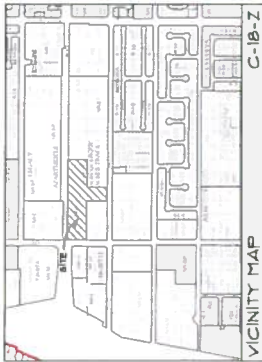


Exhibit A

(Attach Description of Drainage Facility)



DRAINAGE NOTES

- FLOOD PLAN DRAINAGE ZONE X PER PART MAP
- DESIGN SITE IS WITHIN THE NORTH ALBUQUERQUE ACRES TRACT A, UNIT D, NORTH ALBUQUERQUE ACRES CITY OF ALBUQUERQUE, BERNILLO COUNTY, (RECEIVED JUNE 2006)
- REPORT: ALAMEDA BLVD. - SAN PEDRO TO UTICHA, JANUARY, 2007 - THE ALLOWABLE DISCHARGE FOR THIS SITE IS 3.65 CFS/AC

DRAINAGE POINTS

- A 431 CFS
- B 422 CFS
- C 480 CFS

LEGAL DESCRIPTION

LOT 1 & 2, BLOCK 29, NORTH ALBUQUERQUE ACRES TRACT A, UNIT D, NORTH ALBUQUERQUE ACRES CITY OF ALBUQUERQUE, BERNILLO COUNTY, (RECEIVED JUNE 2006)

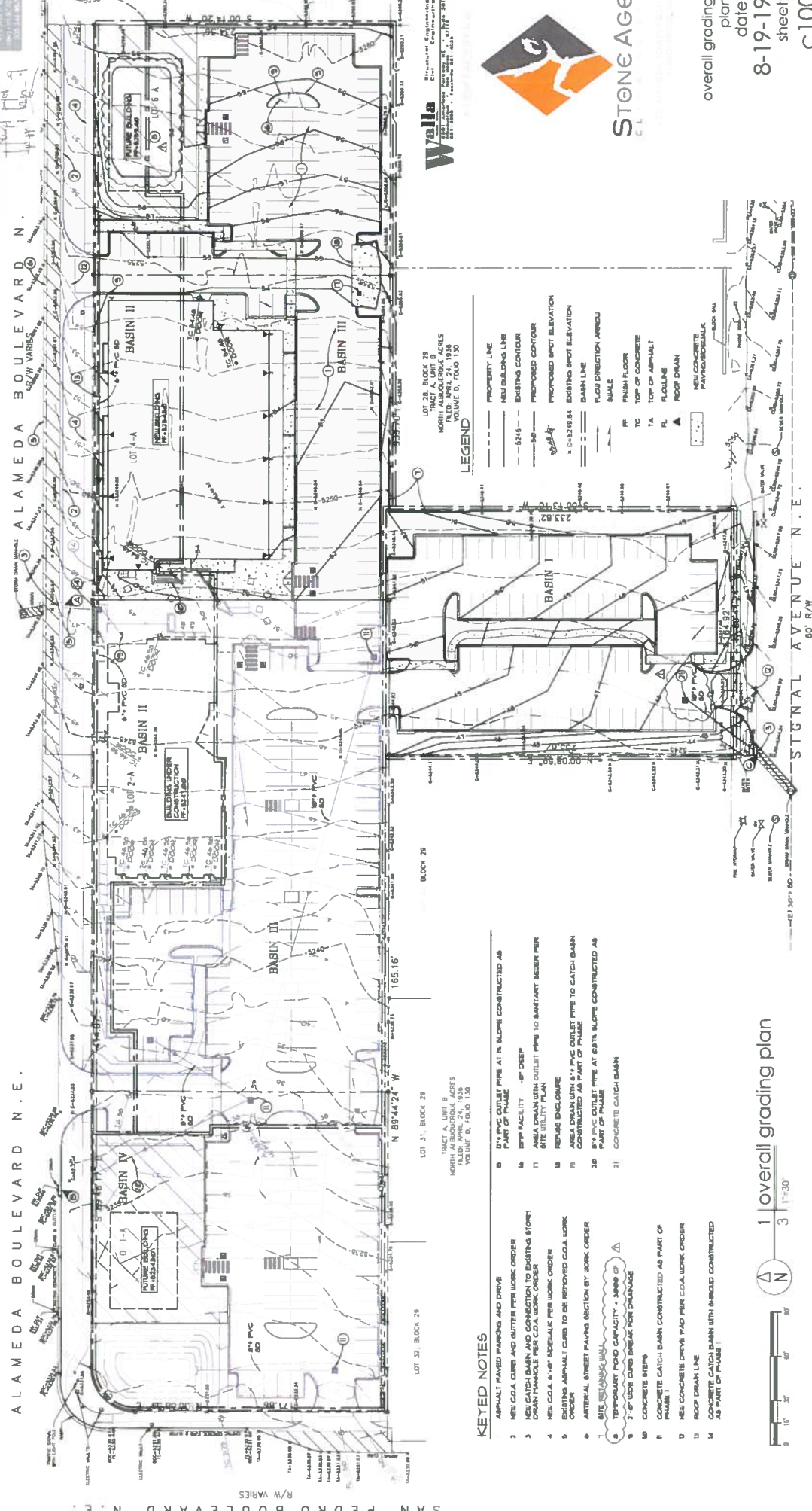
BASIS OF ELEVATIONS

ELEVATIONS ARE BASED ON CITY OF ALBUQUERQUE DATUM, NAD 83, 1985, HAVING AN ELEVATION OF 5334.71 NAVD 1983

GENERAL NOTES

- THE HATCHED AREAS OF THIS PLAN INDICATE FUTURE WORK ON THIS SITE NOT TO BE MAINTAINED THIS PERMIT
- ALL WORK INDICATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED UNDER CDM
- ALL DRAINAGE CONDUIT INCLUDING PROPOSED RETENTION POND, IMPROVED QUALITY POND, AND PRIVATE STORM PIPES IS IN PROGRESS AND WILL BE RECORDED PRIOR TO THE DATE OF CONSTRUCTION PERMIT. SEPARATELY, A SEPARATE DRAINAGE CONDUIT FOR THE DATE OF CONSTRUCTION PERMIT WILL BE RECORDED PRIOR TO CONSTRUCTION OF OCCUPANCY PER CHAPTER 11 OF THE DPM

MAINTENANCE OF THE DRAINAGE FACILITIES IS THE RESPONSIBILITY OF THE PROPERTY OWNER. THE DRAINAGE FACILITIES SHALL BE MAINTAINED IN GOOD ORDER AND THE FIRST FLUSH POND, CATCH BASIN, FLEET, STORM DRAIN LINE, AND UNDERGROUND STORAGE TANK, SHALL BE MAINTAINED IN GOOD ORDER BY THE PROPERTY OWNER. THESE RESPONSIBLE PARTIES.



KEYED NOTES

- ASPHALT PAVED PARKING AND DRIVE
- NEW CGA CURB AND GUTTER PER WORK ORDER
- NEW CATCH BASIN AND CONNECTION TO EXISTING STORM DRAIN MANHOLE PER CGA WORK ORDER
- NEW CGA 6'-8" SIDEWALK PER WORK ORDER
- EXISTING ASPHALT CURB TO BE REMOVED CGA WORK ORDER
- ARTERIAL STREET PAVING SECTION BY WORK ORDER
- SITE RETAINING WALL
- 7'-8" DEEP CURB BREAK FOR DRAINAGE
- CONCRETE STOPS
- CONCRETE CATCH BASIN CONSTRUCTED AS PART OF PHASE I
- NEW CONCRETE DRIVE PAD PER CGA WORK ORDER
- ROOF DRAIN LINE
- CONCRETE CATCH BASIN WITH BRICKED CONSTRUCTED AS PART OF PHASE I

1 overall grading plan

3 1"=30'



revisions:
A C.A. CUTTERS 8-1-18

joe stagle architect

Walla



STONE AGE

overall grading plan
date: 8-19-19
sheet: c10c