

PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Raising Cane's C1156 - St. Joseph's NW

HYDROTRANS NUMBER: ~~C11D067D~~ G11D067D

This Drainage Covenant (“Covenant”), between Red Shamrock 12, L.L.C. (“Owner”), whose address is PO Box 92558, Albuquerque, NM 87199 and whose telephone number is () _____ 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:
See attached Exhibit B.

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. ~~C11D067D~~ G11D067D

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:

PO Box 92558
Albuquerque NM 87199

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.



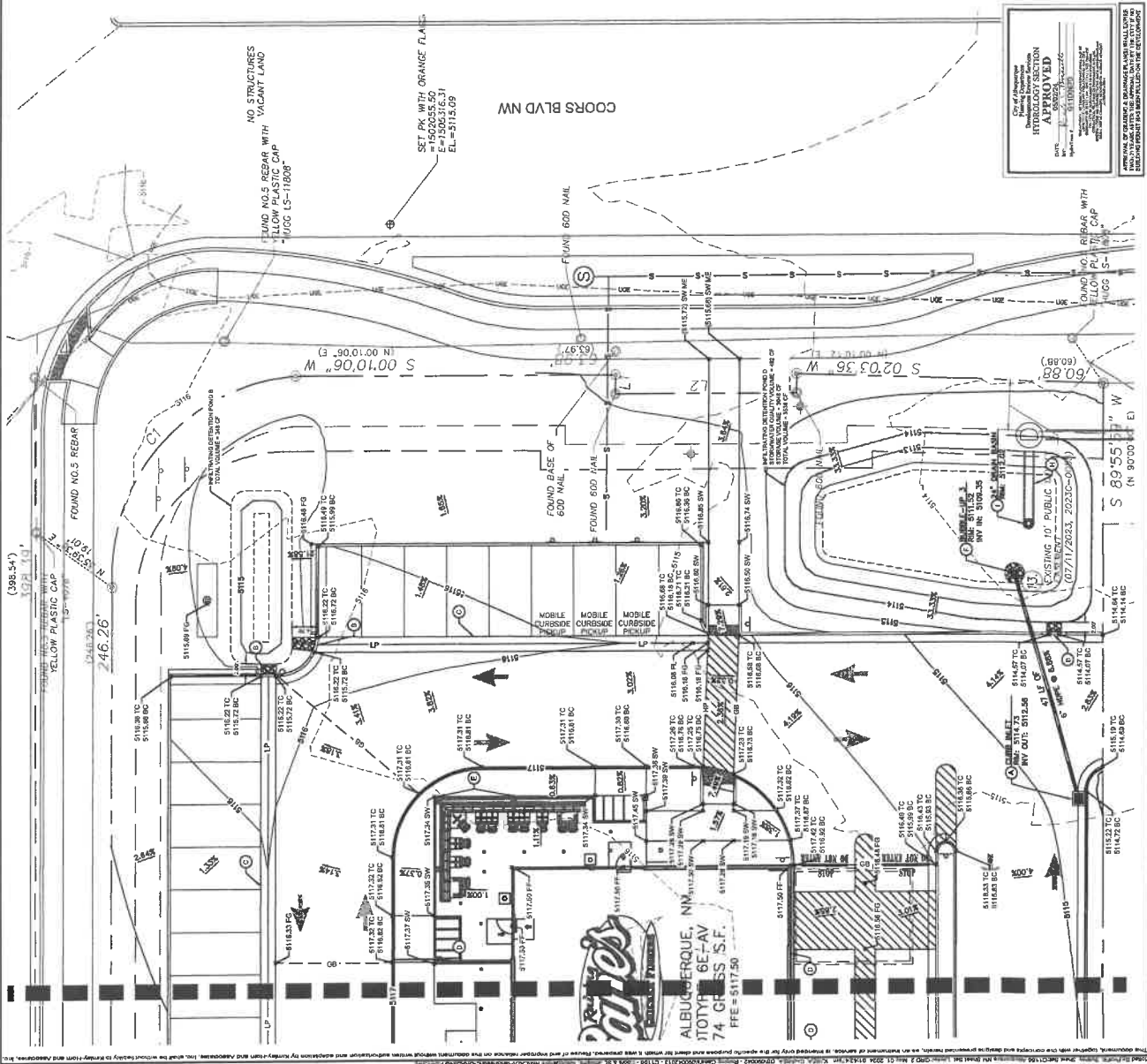
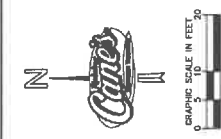
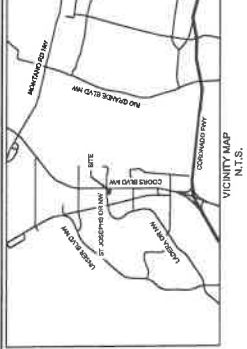
FLOODPLAIN NOTE

BY GRADING EXISTING ONLY, THIS PROPERTY IS IN FLOODPLAIN ZONE X-1. THE FLOODPLAIN BOUNDARY IS SHOWN ON THE ATTACHED FLOODPLAIN MAP. THE FLOODPLAIN BOUNDARY IS BASED ON THE FLOODPLAIN MAP DATED 07/11/2023. THE FLOODPLAIN BOUNDARY IS SUBJECT TO CHANGE WITHOUT NOTICE.

- 1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THESE PLANS AND THE CITY STANDARDS AND SPECIFICATIONS.
2. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
3. THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL VERIFY THE ACCURACY OF ALL EXISTING AND PROPOSED SITE INFORMATION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND DEPTH OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
5. ALL GUT OR SILL BLOCKS SHALL BE 4" OR FLATTER UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ACHIEVE A SMOOTH FIT AND CONTINUOUS SURFACE.
7. CONSIDER ALL UTILITIES AND SERVICES TO REMAIN AWAY FROM THE GRADING AREA TO PREVENT DAMAGE TO THE UTILITIES AND SERVICES.

Table with 2 columns: Symbol and Description. Includes symbols for drainage keynotes, finished floor, future grade, etc.

- LEGEND
PROPOSED PROPERTY LINE
ADJACENT PROPERTY LINE
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED FLOW ARROW WITH SLOPE
PROPOSED SLOPE RELATION
GRADE BREAK
FINISHED FLOOR
FUTURE GRADE
SIDEWALK
MATCH EXISTING ELEVATION
TOP OF FINISH ELEVATION
FLOW LINE
TOP OF CURB
BOTTOM OF CURB
PROPOSED GRADE BREAK
PROPOSED HIGH POINT
PROPOSED LOW POINT



APPROVED
HYDROLOGY SECTION
DATE: 07/11/2023
BY: [Signature]

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*Raising Cane's C1156 – St. Joseph's NW
Albuquerque, NM*

Kimley-Horn and Associates, Inc.

LEGAL DESCRIPTION

LOT NUMBERED 7-A, PLAT OF LOTS 1 THRU 10, THE UNIVERSITY OF ALBUQUERQUE URBAN CENTER, WITHIN THE TOWN OF ATRISCO GRANT IN PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON SAID AMENDED PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JULY 11, 2023 IN PLAT BOOK 2023C, PAGE 55 AS DOCUMENT NO. 2023042906.

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

Receipt: 1671739

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	9
	Document #	2026002825
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 216871525
Paid By kimley-horn & assoc inc
Phone # 9196772000

Thank You!

1/13/26, 10:19 AM MST abriggs

CONTRACT CONTROL FORM

PROJECT: G11D067D **CONTACT PERSON:** David Jones

CCN: 2026-OTR-125288

(New/Existing) New PNDLOU-2026-00001

Type of Paperwork Drainage Covenant

Project Name/Description (From CTS): Raising Cane's C1156

Developer/Owner/Vendor Red Shamrock 12, LLC

Contract Amount \$ _____ Contract Period: _____ - 12-31-2099

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>1/9/2026 9:16 AM MST</u>
Legal Department	<u>JS</u> <small>Initial</small>	<u>1/9/2026 10:47 AM MST</u>
City Engineer	<u>SP</u> <small>Initial</small>	<u>1/13/2026</u>
Hydrology Engineer	<u>TC</u> <small>Initial</small>	<u>1/9/2026 8:57 AM MST</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____