

**PRIVATE FACILITY DRAINAGE COVENANT****PROJECT NAME:** Allsup's Convenience Store 9501 Gibson Blvd. SW**HYDROTRANS NUMBER:** M09D034

This Drainage Covenant ("Covenant"), between Black Knight 24 LLC, a Delaware limited liability company ("Owner"), whose address is 902 Carnegie Center Blvd. #520, Princeton, NJ 08540 and whose telephone number is (609) 436-0619 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 E-5-A-2, OF ALBUQUERQUE SOUTH, UNIT 3, WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, 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 AUGUST 3, 2010, IN PLAT BOOK 2010C, PAGE 090, AS DOCUMENT NO 2010078227.

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. M09D034. The drainage facilities include on-site storm sewer inlets and piping, water quality pond and overflow spillway.

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:

Black Knight 24 LLC  
902 Carnegie Center Blvd; Suite 520  
Princeton, NJ 08540  
Attn: Kristin Walker, SVP & Real Estate Counsel

WITH A COPY TO: BW Gas & Convenience Retail, LLC  
138 Conant St.  
Beverly, MA 01915  
Attn: Legal

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.

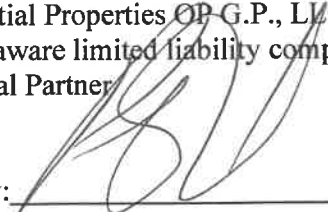
17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.

**"OWNER"**

**BLACK KNIGHT 24 LLC**, a Delaware  
limited liability company


By: Essential Properties, L.P.  
a Delaware limited partnership, its  
Manager

By: Essential Properties OP G.P., LLC  
a Delaware limited liability company, its  
General Partner

By:   
Name: Peter M. Mavoides  
Its: President & CEO

STATE OF NEW JERSEY  
COUNTY OF MERCER

The foregoing instrument was acknowledged before me this 24 day of October, 2024  
by Peter M. Mavoides, as President and CEO of Essential Properties OP, G.P., LLC, a Delaware  
limited liability company, as General Partner of Essential Properties, L.P., a Delaware limited  
partnership, as Manager of **BLACK KNIGHT 24 LLC**, a Delaware limited liability company.

  
Notary Public - State of New Jersey  
Print Name: Andrea J. Bulvid  
Commission Number: 2342629  
Commission Expires: March 30, 2026

(NOTARY SEAL)

ANDREA J BULVID  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 2342629  
MY COMMISSION EXPIRES MAR. 30, 2026

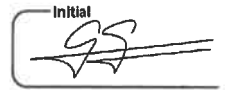
**CITY OF ALBUQUERQUE:**

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

Shahab Biazar, P.E., City Engineer

Dated: \_\_\_\_\_

11/12/24



**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO           )  
  )ss  
COUNTY OF BERNALILLO       )

This instrument was acknowledged before me on this 12th day of November 2024 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

Rachael Miranda  
Notary Public  
My Commission Expires: 11-09-2025

(EXHIBIT A ATTACHED)



GRADING PLAN  
FINAL ENGINEERING PLANS  
ALBUQUERQUE, NEW MEXICO 87121  
8501 GIBSON BLVD SW  
ALTSJUF'S CONVENIENCE STORE #102460  
BW GAS & CONVENIENCE RETAIL, LLC

SECTION 28	TOWNSHIP 10 NORTH, RANGE 3 EAST	CITY OF ALBUQUERQUE	BERNALILLO COUNTY, NEW MEXICO
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**ATWELL**  
666.850.4200 [www.atwell-grip.com](http://www.atwell-grip.com)  
143 UNION BOULEVARD, SUITE 700  
LAURELWOOD, CO 80228  
303.662.7100

**118**

Now What's below.

Call before you dig.

THE AMERICAN UTILITY AND GROUND SERVICES ASSOCIATION (AUGS) is the national voice of the utility and ground services industry. AUGS represents the interests of the nation's electric, gas, water, sewer, telecommunications, and other utility and ground services companies. AUGS is a non-profit, non-partisan organization that works to protect the public interest in the safe and efficient operation of the nation's utility and ground services infrastructure. AUGS is the only national organization that represents the entire utility and ground services industry, from the smallest local utility to the largest multinational corporation. AUGS is committed to the highest standards of integrity, transparency, and accountability. AUGS is the only national organization that provides a free, confidential, and secure online dispute resolution service for utility and ground services companies. AUGS is the only national organization that provides a free, confidential, and secure online dispute resolution service for utility and ground services companies. AUGS is the only national organization that provides a free, confidential, and secure online dispute resolution service for utility and ground services companies.

**NOTICE:**

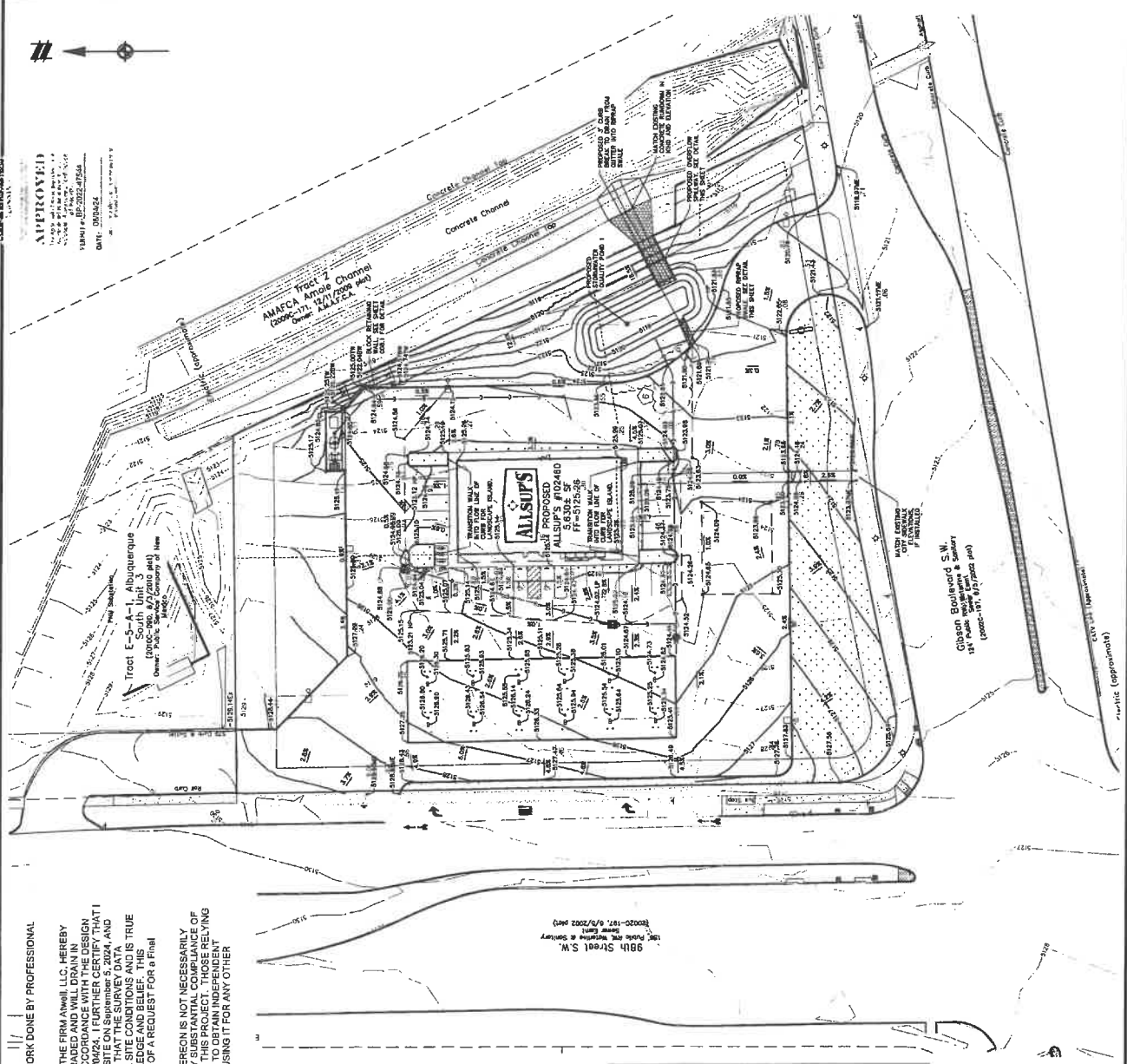
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APPROVED

DATE: 05/04/24

BP-2022-47544



**DRAINAGE CERTIFICATION WITH SURVEY WORK DONE BY PROFESSIONAL SURVEYOR**

||/| |

Crisling Swann, NYPE NUMBER 26227, OF THE FIRM AEWILL, LLC, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN ACCORDANCE WITH THE DESIGN INTENT OF THE GRADING PLAN SUBMITTED FOR PERMITTING. I FURTHER CERTIFY THAT THE PROPOSED PLAN DATED 08/26/2014, IS PERSONALLY REVIEWED AND APPROVED BY ME. MY PERSONAL VERIFICATION OF THE PROJECT'S COMPLETION HAS BEEN DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA AND FIELD OBSERVATIONS HAVE PROVIDED REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR A Final Certificate of Occupancy.

\_\_\_\_\_  
Crisling Swann, Professional Surveyor

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS INFORMATION DO SO AT THEIR OWN RISK. THIS DOES NOT GUARANTEE OR VERIFY ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

[illegible]

12" THICK GRADED ROCK ON RAP  
6" subgrade

12" THICK GRADED ROCK ON RAP  
6" subgrade

[illegible]

PROPOSED THRESHOLD GRADE: AT TOP OF  
EXISTING THRESHOLD GRADE. AT BOTTOM OF  
PROPOSED THRESHOLD GRADE: AT BOTTOM OF  
EXISTING OVERFLOW ROUTE.  
PROPOSED MINIMUM GRADE: 1.00

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

**Receipt: 1563335**

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	7
	Document #	2024081459
	# Of Entries	0
<b>Total</b>		\$25.00

Tender (Check) \$25.00  
Check#130693  
Paid MCMAHON SUROVIK  
By SUTTLE PC

Thank You!

**11/13/24 2:35 PM MST rzelada**

**CONTRACT CONTROL FORM**

**PROJECT:** M09D034  
**CCN:** 202500401  
(New/Existing) New

**CONTACT PERSON:** David Jones

Type of Paperwork Drainage Covenant  
Project Name/Description  
(From CTS): Allsup's 9501 Gibson Blvd SW  
Developer/Owner/Vendor Black Knight 24, LLC

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

**FINAL CONTRACT REVIEW**

**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>11/12/2024</u>   9:35 AM MST
Legal Department	<u>JS</u> <small>Initial</small>	<u>11/12/2024</u>   10:34 AM MST
City Engineer	<u>JS</u> <small>Initial</small>	<u>11/12/24</u>
Hydrology Engineer	<u>tl</u> <small>Initial</small>	<u>11/8/2024</u>   3:05 PM MST
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

**DISTRUBUTION:**

Received by City clerk 11/13/2024 RS  
Date: \_\_\_\_\_ By: \_\_\_\_\_