



**PRIVATE FACILITY DRAINAGE COVENANT**

**PROJECT NAME:** ABQ Studios Expansion (Netflix)

**HYDROTRANS NUMBER:** R16 DA3005AA

This Drainage Covenant ("Covenant"), between Netflix Studios, LLC, a Delaware Limited Liability Company ("Owner"), whose address is 5650 University Blvd SE, Albuquerque, NM 87106 and whose telephone number is (505) 227-2000 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 1-A, Mesa del Sol Innovation Park II in Bernalillo County, New Mexico (the "Property"). Recorded on 3-18-2024 as document #2024017455

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. R16/DA3005AA.

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:

5650 University Blvd SE Albuquerque, NM 87106

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]: *Kenneth Falcon*

Name [print]: KENNETH FALCON

Title: SR. PROGRAM MANAGER, STUDIOS

Dated: MAY 21, 2024

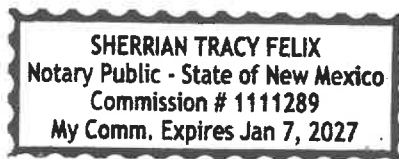
**OWNER'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

)ss

COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 21 day of May,  
2024, by Kenneth Falcon (name of person signing permit),  
sr. Program Manager (title of person signing permit) of  
Netflix Studios LLC (Owner).



*Sherrian Leher*

Notary Public

My Commission Expires: 1/7/27

DS  
KV

DS  
JW

CITY OF ALBUQUERQUE:

By: Shahab Biazar  
C7E1CB5481E9486...

Shahab Biazar, P.E., City Engineer

**Dated:** 5/23/2024 | 4:40 PM MDT


### CITY'S ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this 23rd day of May 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

me on this 23rd day of  
P.E., City Engineer, of the City of Albuquerque,  
ration.

  
Notary Public  
My Commission Expires: 11-9-2025

025  
(EXHIBIT A ATTACHED)



ALBUQUERQUE STUDIOS EXPANSION  
DRAINAGE COVENANT EXHIBIT

6650 University Blvd SE  
Albuquerque, NM 87106

M1S.4

Building & Site  
FOR PERMIT

REVISIONS

DATE  
PROJECT NO.  
DRAWING NAME

EXHIBIT A

SHEET 1 OF 1



VICINITY MAP  
ZONE ATLAS PAGE R-182



FEMA FIRM MAP  
PANEL: 6650H  
MAP NUMBER: 58011025H

GENERAL NOTES

1. ALL WORK DETAIL ON THESE PLANS AND PERFORMED UNDER THIS CONTRACT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE CITY OF ALBUQUERQUE PUBLIC WORKS STANDARDS SHALL APPLY.
2. THE CONTRACTOR SHALL MAINTAIN ALL LOCAL, STATE, AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS IN EFFECT AT THE TIME OF CONSTRUCTION OF THESE IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL NOTIFY THE CITY OF ALBUQUERQUE OF ANY DISCREPANCIES OR CONFLICTS WITH THE PROJECT PLANS.
4. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
5. ALL ELECTRICAL, TELEPHONE, CABLE TV, GAS, AND OTHER UTILITY LINES, DUKES AND IMPROVEMENTS EXISTING UNDER THE CONTRACT SHALL BE MAINTAINED AND PROTECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
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GRADING NOTES

1. EXCEPT AS PROVIDED, FILLER GRAD SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
2. THE COST FOR REQUIRED CONSTRUCTION, EROSION CONTROL, AND FILLER GRAD SHALL BE INCIDENTAL TO THE PROJECT COST.
3. ALL WORK RELATIVE TO FOUNDATION CONSTRUCTION, SITE PREPARATION, AND FILLER GRAD SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
4. ALL OTHER WORK SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
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**Bernalillo County, NM**  
415 Silver Ave. SW, 2nd Floor  
P.O. Box 542  
Albuquerque, NM 87102

**Receipt: 1522986**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
COV	Covenant	\$25.00
	# Pages	6
	Document #	2024036724
	# Of Entries	0
<b>Total</b>		<b>\$25.00</b>

Tender (Check) \$25.00  
Check# 214052  
Paid By BOHANNAN HUSTON  
Phone # 5058231000

Thank You!

**5/30/24 4:07 PM MST msouchet**

**CONTRACT CONTROL FORM**





**PROJECT:** R16 DA3005AA      **CONTACT PERSON:** Aaron Choneska  
**CCN:** 202401044  
(New/Existing) Existing

Type of Paperwork Drainage Covenant  
Project Name/Description  
(From CTS): ABQ Studios Expansion - Netflix  
Developer/Owner/Vendor Netflix Studios, LLC

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

**FINAL CONTRACT REVIEW**

**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager		5/23/2024   10:23 AM MDT
Legal Department		5/23/2024   3:06 PM MDT
City Engineer		5/23/2024   4:40 PM MDT
Hydrology Engineer		5/23/2024   9:17 AM PDT
Transportation Engineer	_____	_____
Construction Engr.	_____	_____
OTHER: <u>CFO</u>	_____	_____

**DISTRUBUTION:**

\_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Received by City clerk \_\_\_\_\_