

1700

#1

#657981
A-1/P001

PRIVATE FACILITY
DRAINAGE COVENANT

4/19/01

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person" "husband and wife," "corporation of the State of _____," or "partnership":] Curb, Inc.--corporation of the State of New Mexico ("Owner"), whose address is 6301 Indian Sch. Rd. NE Ste. 208, 87110, 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. The Owner is the owner of the following described real property located at [give legal description, and street address:] Tracts A & B Lands of Smith, filed in the office of the Clerk of Bernalillo Co., NM on 1/29/01 in Book 2001C, pg. 39, Document # 2001008969. in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities 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 Facility. The Owner shall construct the following "Drainage Facility" within the Property at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
drainage swale and drainage pond.

The Drainage Facility is more particularly described in Exhibit A attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at the Owner's sole cost in accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.



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5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractor or subcontractors to perform any act or duty required of the Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's Property and constitute covenants running with the Owner's Property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with the concurrence of the City Engineer.

10. Entire Covenant. 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.



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

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

CITY OF ALBUQUERQUE:
ACCEPTED:

OWNER: CURB INC by Charles A. Haegelin
President

By: Roger A. Rael
For Lawrence Rael
Chief Administrative Officer
Dated: 4-19-01

By: Charles A. Haegelin
Title: President
Dated: 3-29-01

APPROVED:

Reviewed by:

For Roger A. Rael
Director, Public Works Dept.

Roger A. Rael 8
Acting City Engineer 4-17-01

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

2001 This instrument was acknowledged before me on April 19,
1999, by Roger A. Rael for Lawrence Rael, Chief Administrative Officer for the City of Albuquerque,
a New Mexico municipal corporation, on behalf of the corporation.

Gloria D. Saavedra
Notary Public

My Commission Expires:

11-15-2003

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Mary Herrera Bern. Co. COV R 17.00

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

Notary Public

My commission expires: 9-17-2003



Mary Herrera

Bern. Co. COU

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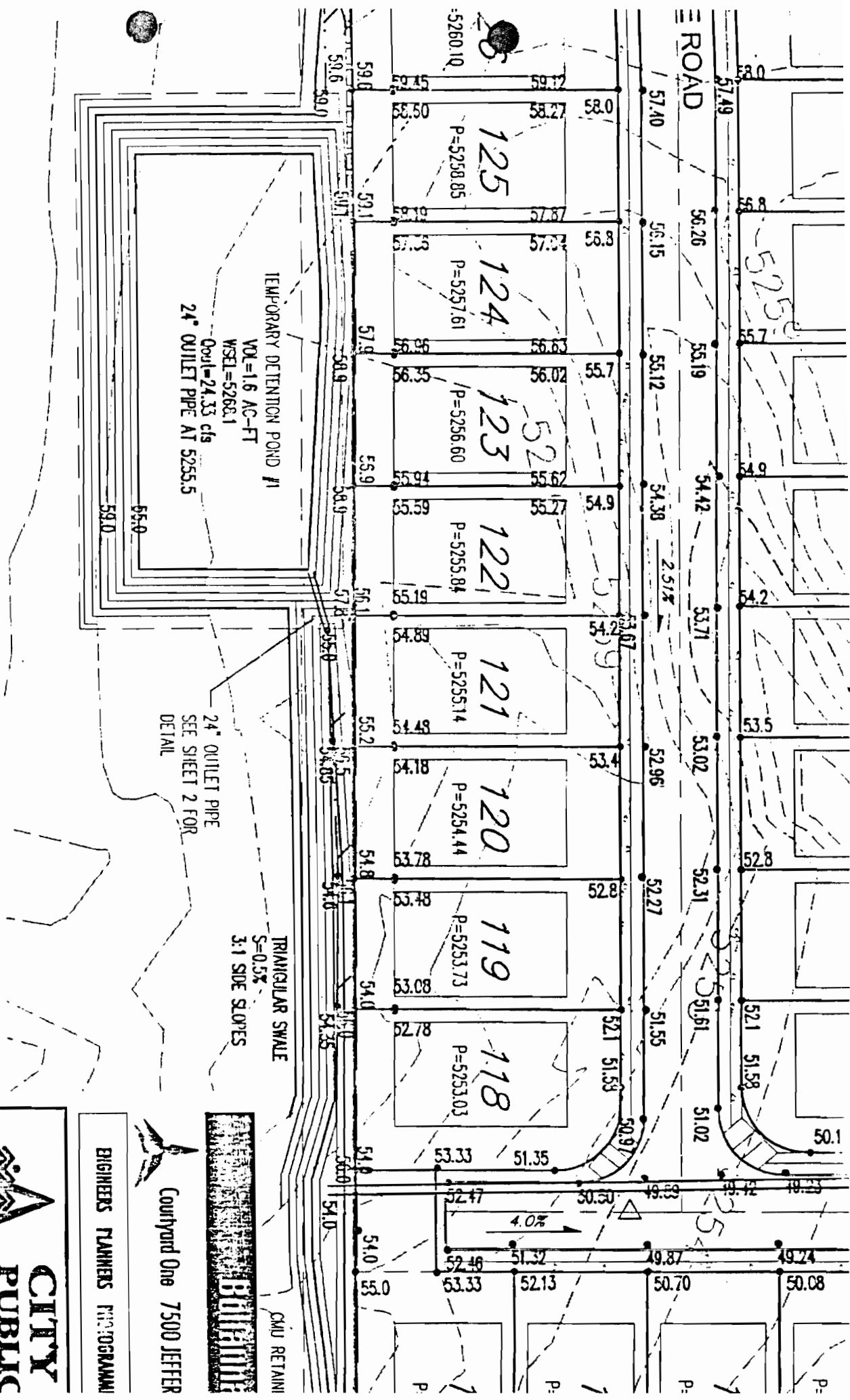
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-4.-

EXHIBIT "A"



Courtyard One 7500 JEFFER



ENGINEERS PLANNERS PROGRAMMERS

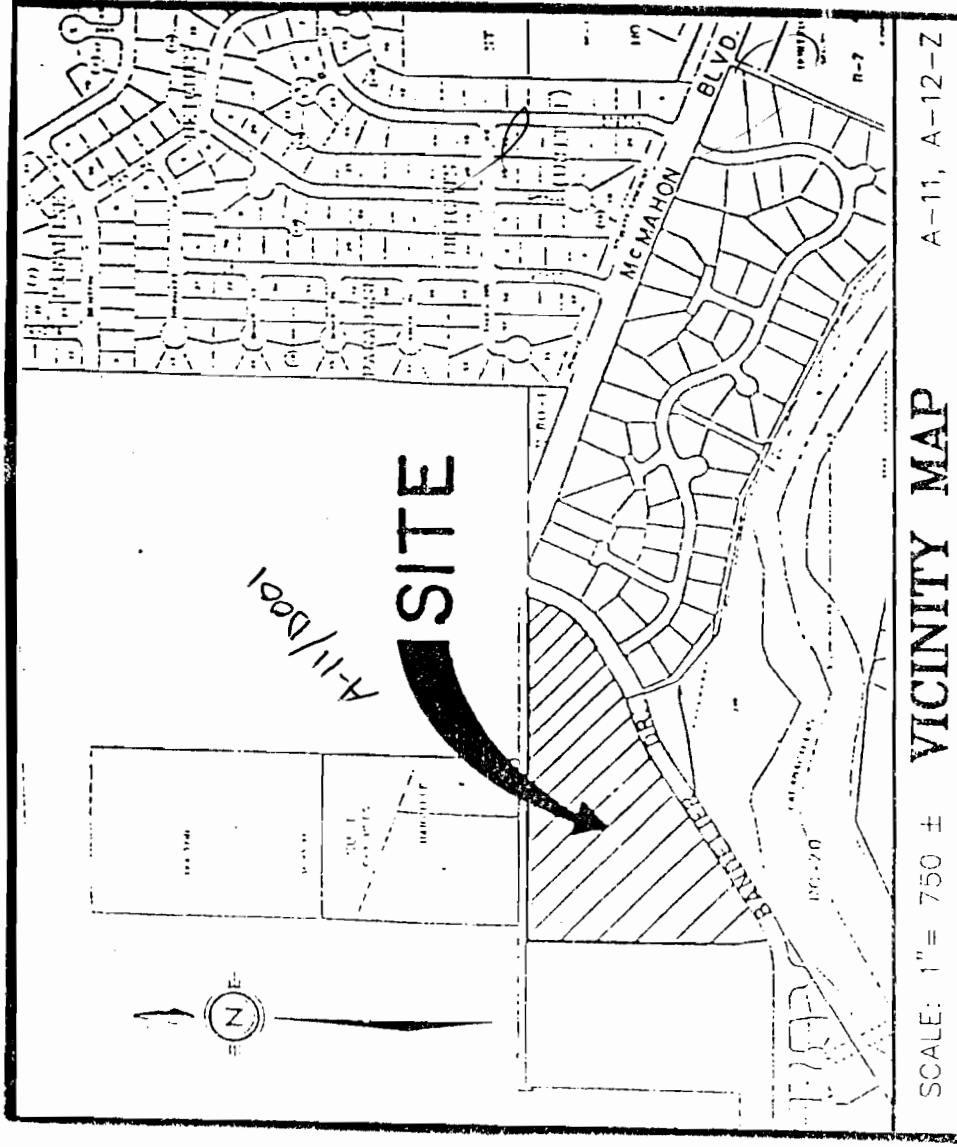


RI
 GR

Design Review Committee

Brook
 Plot 4
 Pile's &
 concrete
 column

for
 45' x
 70' x
 25' x
 25' x
 25' x
 25' x



SCALE: 1" = 750 ± VICINITY MAP A-11, A-12-Z

Add Detail
 for weir wall

USE CIP
 instead of
 B PVC

↓

IMPROVEMENT PLANS FOR

STORM DRAIN

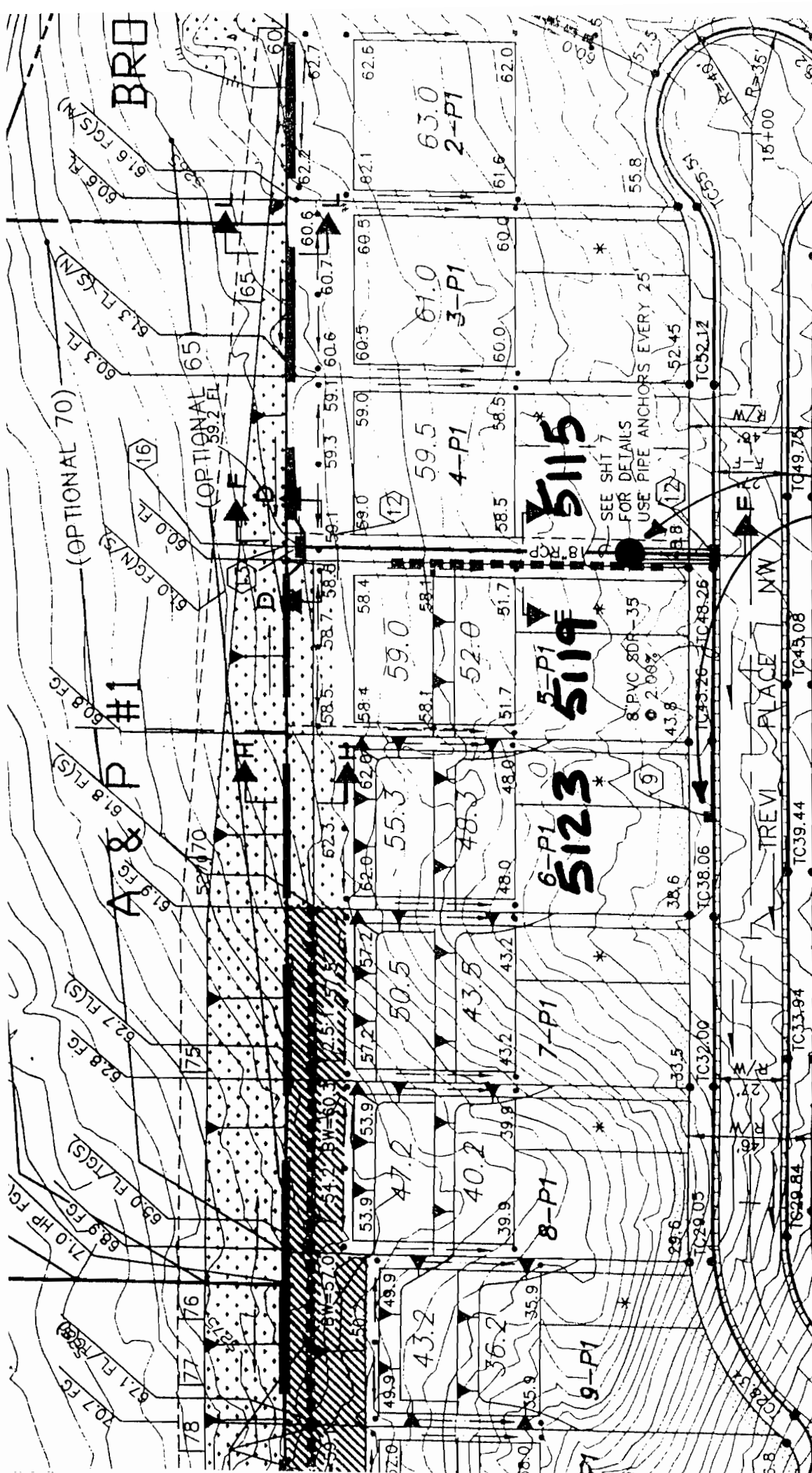
515 TREVI R. NW & 5227 CORSICA AVE. NW

TUSCANY UNIT 2

515 TREVI R. NW. SH.1
 5227 CORSICA NW. SH.2
 CURB FACE DETAIL SH.3

INLET X-SECTION SH.4
 SWALE INLET DET. SH.5
 MANHOLE CANN. DET. SH.6

FLOODWALL DET.-SH.7



C.I.

INSTALL 4-8" DIA. PIPE PIPES IN EXISTING 4 DIA. STORM
DRAIN MANHOLE @ 5115 TREVI FL. NW. FROM MANHOLE
SOUTH TO CURB FACE - REMOVE ~~ABANDON~~ SOLID - OK
PIPE EXISTING 18" R.C.P. INLET, BUBBLER BOX C5123
TREVI FL. NW.

FILL

↑ N
No Scale
CH 1.

N/F LANDS OF HARVILLE

2845

27-27

✱

1

10-1

24-22

石

5227

SEE SHEET 7
FOR DETAILS

100

7/

17

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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15712

11

7.

052750 RBK TO H.W.

46

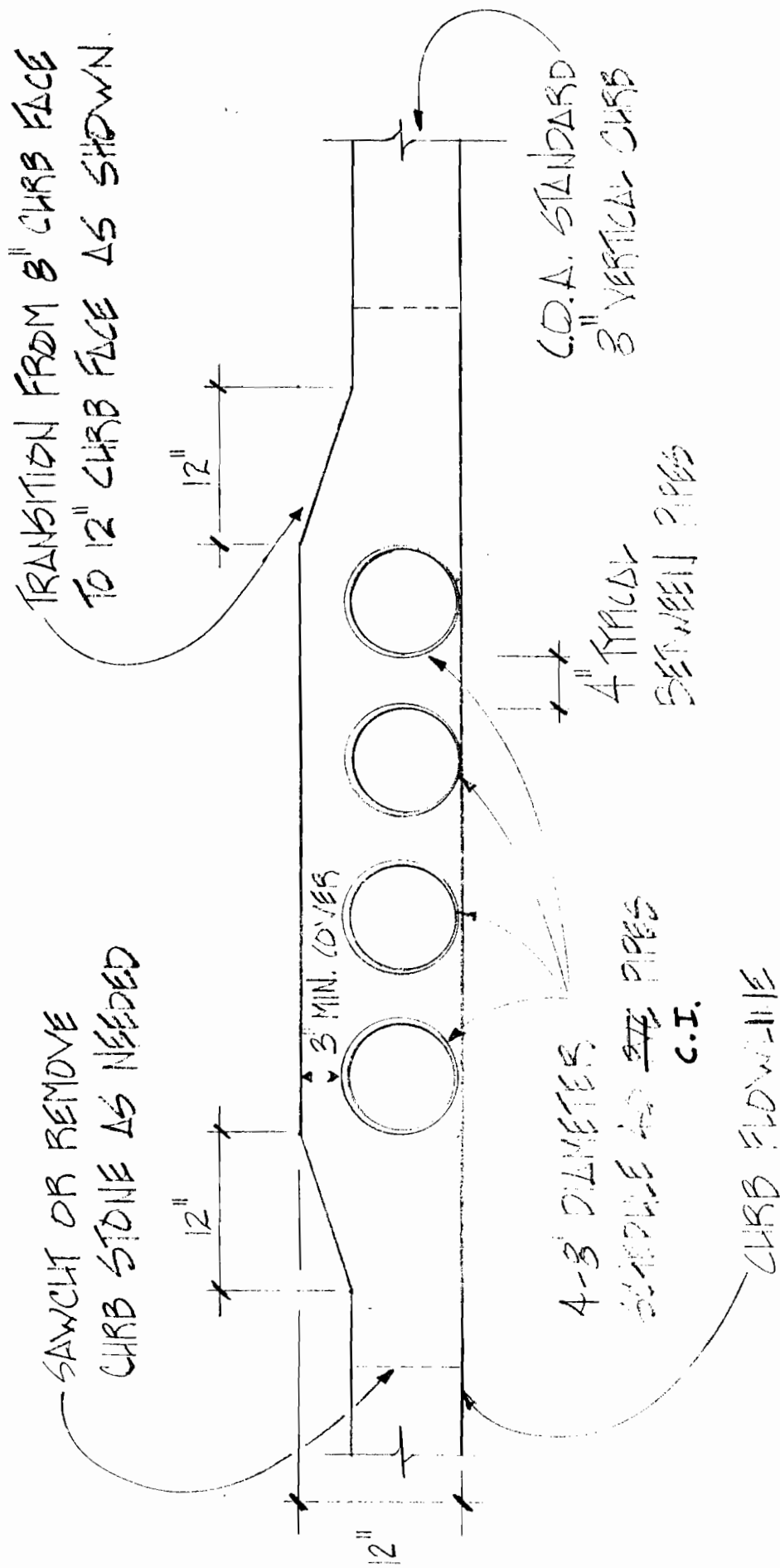
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INSTALL NEW M.H. 25 NORTH OF RW
OF CORRAL N.W.-LONDON - SOLD
FILL EXISTING "BUBBLER BOX" @
10527 SORRENTO DR. NW.

INSTALL NEW 4 DIA. STORM DRAIN MANHOLE -
TERMINATE EXISTING 8" PIPE IN NORTH SIDE OF
NEW MANHOLE - INSTALL 4-8 DIA. ~~SEE~~ PIPES FROM
NEW MANHOLE TO CURB FACE. REMOVE OR
ABANDON & SOLD FILL 8" R.C.P. CATCH BASIN & P.V.C.
TO "BUBBLER BOX".

5-23-61

25



CURB FACE STORM DRAIN OUTLET DETAIL
 5227 CORSICA UNW. & 5115 TREVI PL. N.W.
 TACANT UNIT 2 SUBDIVISION

NO SCALE
 SH. 3

R

ELEVATE 4" SIDEWALK AS REQUIRED

ELEVATED CURB FACE - 2" AS
DETAILED ON SHEET NO. 3

REMOVE

EXISTING GRATE

SLOPE 1% MIN.

INSTALL 4-8" PIPE, SCH. 40
PIPES FROM M.A. TO CURB FACE

C.I.

EXISTING 8" R.C.P. - ~~REMOVE~~
OR ABANDON - SOLID FILL
AS REQUIRED.

EXISTING CATCH BASIN -
SOLID FILL.

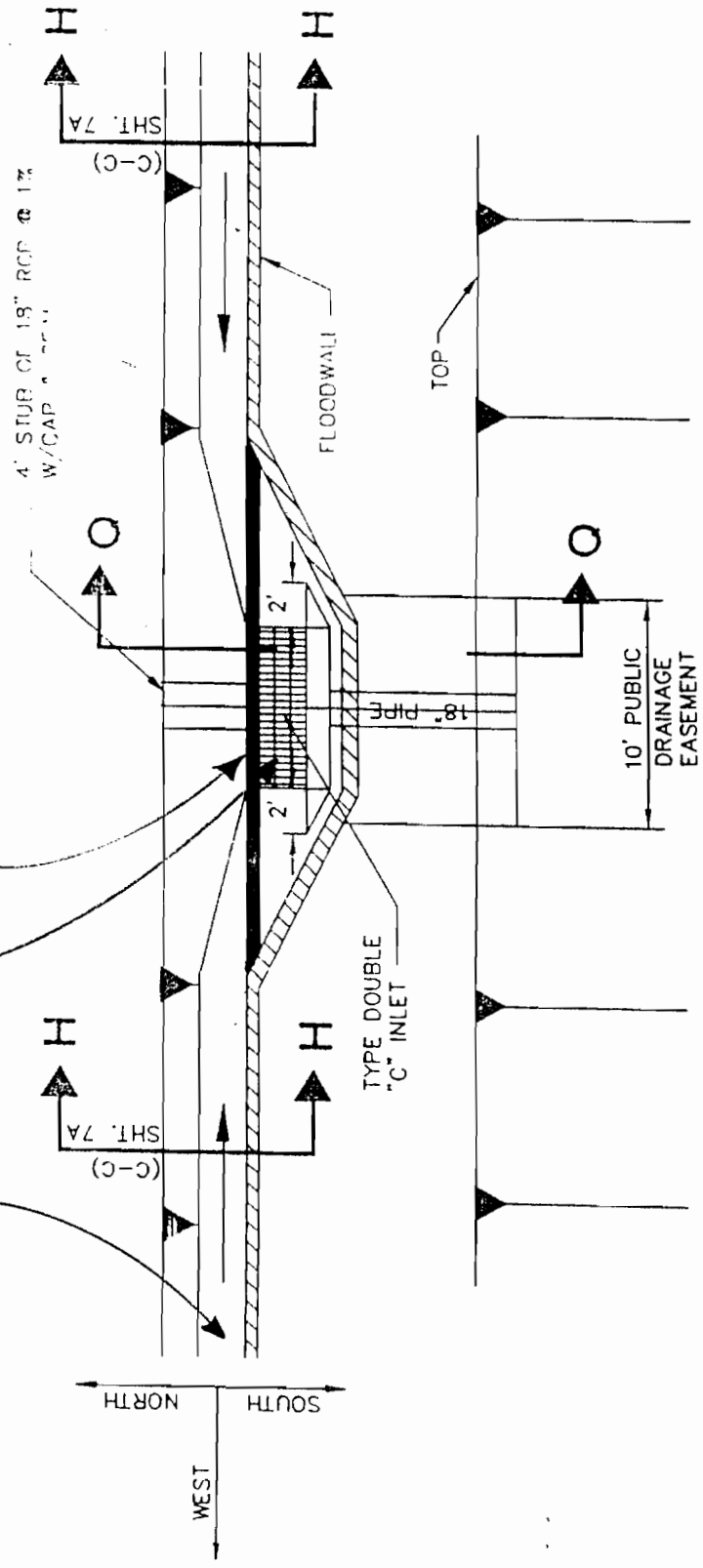
EXISTING P.V.C. DRAIN

"NO SCALE"
SH 4

REMOVE DEBRIS FROM 2 EXISTING CATCH BASINS -
 BUILD 6" HIGH BLOCK DIVERSION WALL AS SHOWN
 TO MINIMIZE SEDIMENT BUILDUP IN CATCH BASINS.

NEW 16" HIGH BLOCK WALL. SEE DETAIL

REMOVE SAND & DEBRIS
 FROM ENTIRE LENGTH OF
 FLOODWALL.

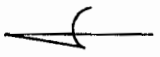


SWALE TRANSITION DETAIL/INLET

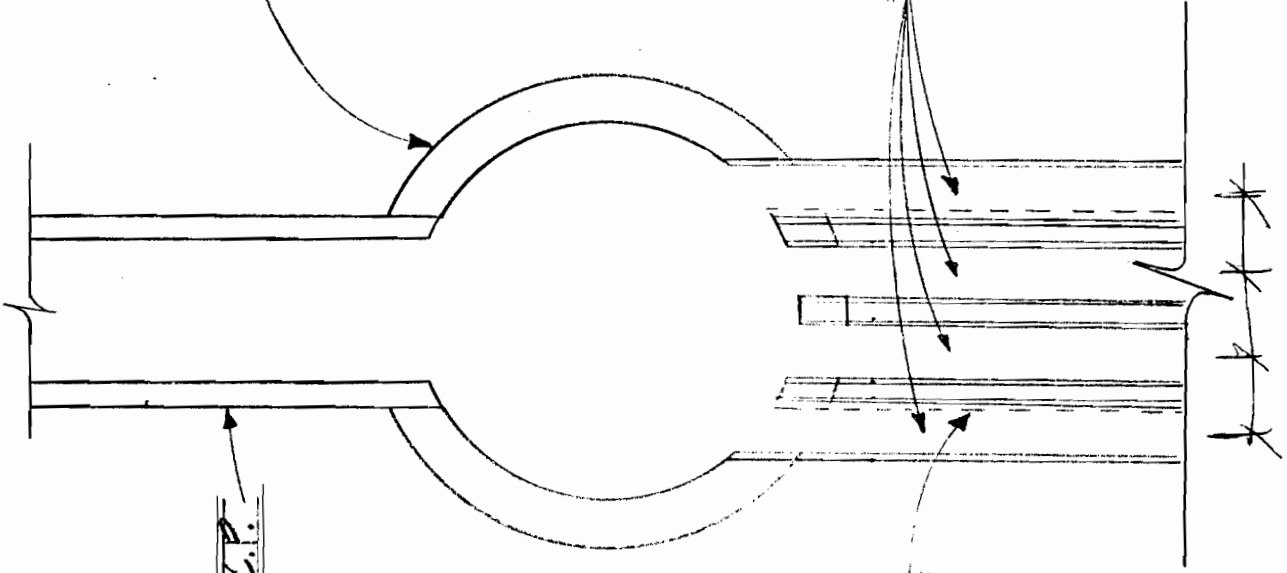
SCALE: 1"=8'

N
 "No SCALE"

SH. 5



N-No Scale



EXISTING 8" R.C.P.

5227 CURB & GUT NW - NEW M.H. -
515 TRIVIE NW - EXISTING M.H. -
REMOVE EXISTING 3" R.C.P.
INSTALL 4-8" R.C.P. SLOPE
PIPES THROUGH M.H. WALK -
SEAL WITH GROUT - RUN 3" R.C.P.
PIPES TO CURB FACE.

C.I.

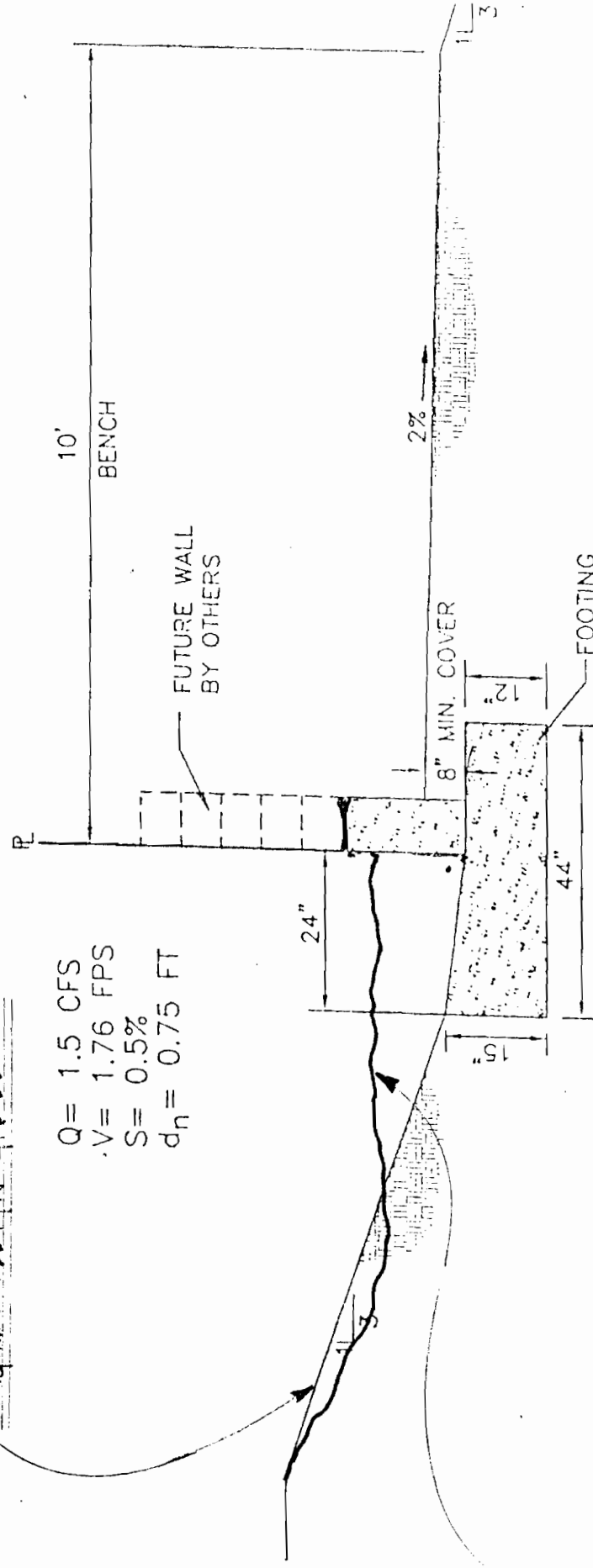
CAST IRON

REMOVE EXISTING 3" R.C.P.

4-8" ~~R.C.P.~~ SLOPE 1% MINIMUM TO CURB F.L.

ORIGINAL DESIGN GRADE

$Q = 1.5 \text{ CFS}$
 $V = 1.76 \text{ FPS}$
 $S = 0.5\%$
 $d_n = 0.75 \text{ FT}$



FLOOD WALL DETAIL
N.T.S.