

HYDROTRANS: E16D021
PROJ: DESERT SPRINGS CHURCH

E16D021
#1

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Desert Springs Church
("Owner"), whose address is 705 Osuna Drive, Albuquerque, NM 87113,
and whose telephone number is (505) 797-8700 and the City of Albuquerque, New Mexico,
a municipal corporation 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 current owner of the following described real property
located at [give legal description, and street address]
TRACT L-1 PLAT FOR VISTA DEL NORTE SUBDIVISION TRACT L-1&I-2 CONT 10.2485 AC

recorded on _____, pages ____ through ____, as Document No. 01129590 101501
in the records of the Bernalillo County Clerk, State of 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 at the Owner's sole expense in accordance
with the standards, plans and specifications approved by the City:
Detention pond on the west side of the property (See Exhibit A attached) COA Hydrology #E16D021

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
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.

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, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, 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 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 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.

OWNER:

By [signature]:

Name [print]:

Title:

Dated:

Chase Jacobs

Chase Jacobs

Executive Pastor

10/5/23

CITY OF ALBUQUERQUE:

By:

Shahab Biazar, P.E., City engineer

Dated:

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 5 day of October, 2023, by Chase Jacobs (name of person signing permit), Executive Pastor (title of person signing permit) of Desert Springs church (Owner).

(SEAL)

State of New Mexico
Notary Public
Gayle Angela Verity
Commission Number 1034059
Expiration Date 12/06/2026

Gayle Angela Verity
Notary Public
My Commission Expires: 12/06/2026

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)ss

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public

My Commission Expires: _____

(EXHIBIT A ATTACHED)

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
C7E1CB5481E9486...
Shahab Biazar, P.E., City Engineer
Dated: 10/16/2023 | 11:52 AM MDT

DS
KV

DS
BMR

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

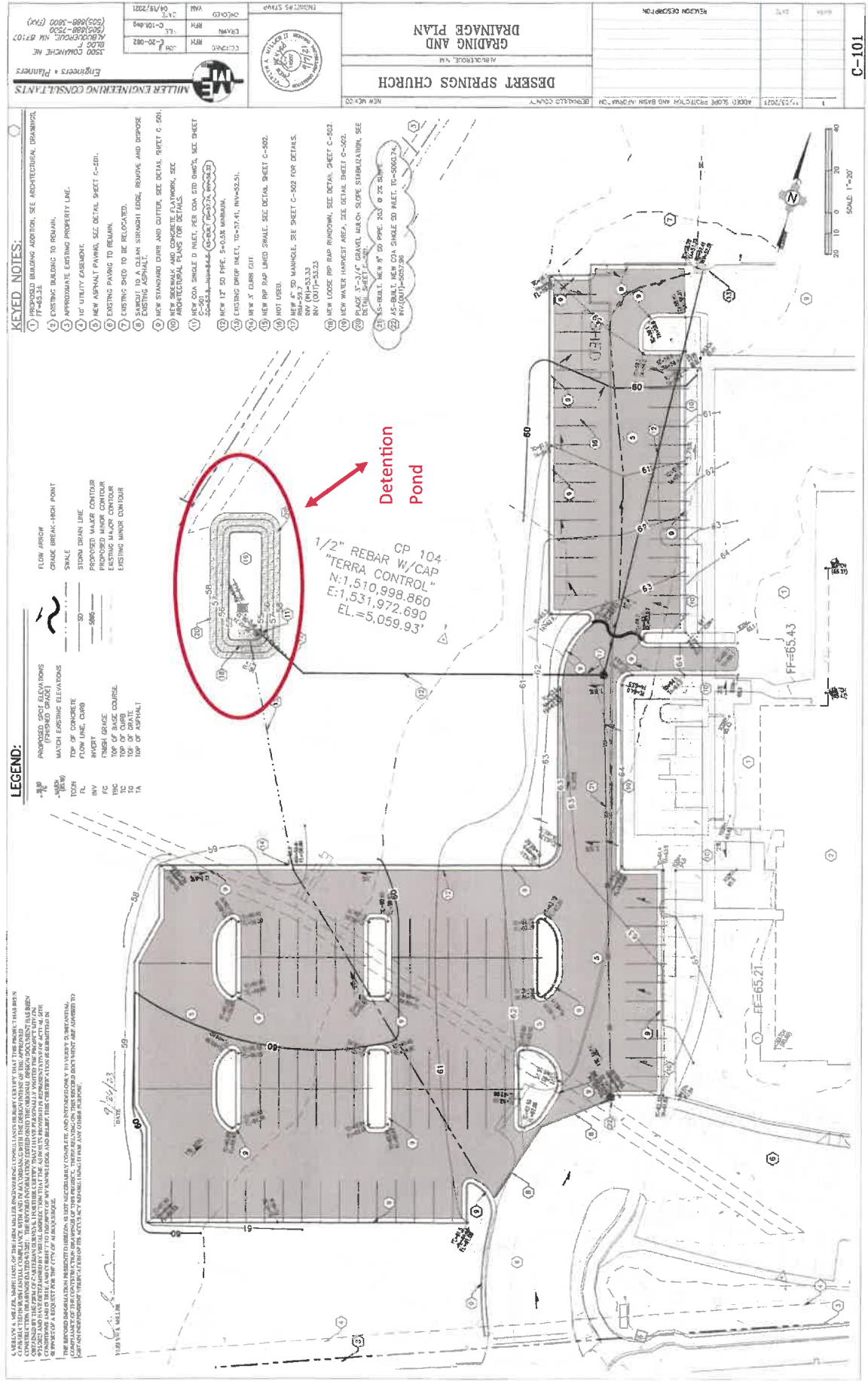
This instrument was acknowledged before me on this 16th day of October 2023 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation


STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

Rachael Miranda
Notary Public
My Commission Expires: 11/9/2025

(EXHIBIT A ATTACHED)

EXHIBIT A





DESERT SPRINGS CHURCH
ALBUQUERQUE, N.M.

GRADING AND DRAINAGE PLAN

Engineers • Planners
3500 COMANCHE, NE
ALBUQUERQUE, NM 87107
(505) 883-7200 (FAX)
(505) 883-3800

ME MILLER ENGINEERING CONSULTANTS

REGISTERED PROFESSIONAL ENGINEER
STATE OF NEW MEXICO
NO. 12748
EXPIRATION DATE 12/31/2021

DESIGNED BY: J. C. MILLER
DRAWN BY: J. C. MILLER
CHECKED BY: J. C. MILLER
DATE: 04/19/2021

ENGINEER'S STAMP

DATE: _____

REVISION DESCRIPTION: _____

DATE: _____

REVISION DESCRIPTION: _____

C-101

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

Receipt: 1472429-C2

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	5
	Document #	2023066971
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 090761
Paid By WILGER ENTERPRISES
Phone # 505-345-2854

Thank You!

10/18/23 3:54 PM msouchet

CONTRACT CONTROL FORM

PROJECT: E16D021
CCN: 202400560
 (New/Existing) New

CONTACT PERSON: David Jones

Type of Paperwork Drainage Covenant
 Project Name/Description
 (From CTS): Desert Springs Church
 Developer/Owner/Vendor Desert Springs Church

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW**APPROVALS REQUIRED:**

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>ns</small>	<u>10/10/2023 3:46 PM MDT</u>
Legal Department	<u>BMR</u> <small>ns</small>	<u>10/12/2023 3:05 PM MDT</u>
City Engineer	<u>SB</u> <small>ns</small>	<u>10/16/2023 11:52 AM MDT</u>
Hydrology Engineer	<u>RB</u>	<u>10/10/2023 1:04 PM PDT</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____
 Received by City clerk _____