

# CITY OF ALBUQUERQUE

Planning Department  
Brennon Williams, Director



Mayor Timothy M. Keller

November 1, 2019

Ron Hensley, P.E.  
GND Engineering  
11032 Dreamy Way Dr. NW  
Albuquerque, NM 87114

**RE: St Joseph on the Rio Grande Church  
5901 St Joseph Dr NW  
Request for Certificate of Occupancy – Temporary  
Engineer's Certification – Approved  
Grading and Drainage Plan Stamp Date: 8/31/18  
Hydrology File: G11D014A**

Dear Mr. Hensley:

PO Box 1293

Based on the submittal received on 10/3/19, and supplemental information received on 10/31/19 the Engineer's Certification is approved for Temporary Certificate of Occupancy.

Albuquerque

Prior to Permanent Certificate of Occupancy (For Information):

NM 87103

www.cabq.gov

1. Work Order plans (CPN 662384) may be required, prior to commencing Permanent C.O.
2. The sidewalk culverts, to be included on the Work Order, will need to call-out std dwg 2236 and provide the culvert width; the diamond plates will need to be extended 1' past edge of sidewalk to avoid a drop-off.
3. The swale and new sidewalk culverts, to be built by Work Order or SO-19 Permit, must be constructed and accepted by the City.
4. City acceptance and close-out of the public Work Order may be required (unless a financial guarantee has been posted). Once closed-out, an Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required.

If you have any questions, please contact me at 924-3999 or sbiazar@cabq.gov.

Sincerely,

Shahab Biazar, P.E.  
City Engineer, Planning Dept.  
Development Review Services



# City of Albuquerque

Planning Department

Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 11/2018)

**Project Title:** ST. JOSEPH ON THE RIO GRANDE CHURCH **Building Permit #:** \_\_\_\_\_ **Hydrology File #:** G11D014A

**DRB#:** \_\_\_\_\_ **EPC#:** \_\_\_\_\_ **Work Order#:** \_\_\_\_\_

**Legal Description:** TRACT X-1-A1 PLAT OF TRACTS X-1-A1 & X-1-A2 UNIV. OF ALB. URBAN CENTER

**City Address:** 5901 ST JOSEPH DR NW

**Applicant:** THE Group **Contact:** Ron Hensley

**Address:** 300 BRANDING IRON RD. SE, RIO RANCHIO, NM 87124

**Phone#:** 505-410-1622 **Fax#:** \_\_\_\_\_ **E-mail:** ron@thegroup.cc

**Owner:** ST. JOSEPH ON THE RIO GRANDE CHURCH **Contact:** \_\_\_\_\_

**Address:** 4000 ST JOSEPHS PL NW ALBUQUERQUE NM 87120-1714

**Phone#:** 505-843-9639 **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**TYPE OF SUBMITTAL:** \_\_\_\_\_ PLAT (\_\_\_\_# OF LOTS) \_\_\_\_\_ RESIDENCE \_\_\_\_\_ DRB SITE ☒ ADMIN SITE

**IS THIS A RESUBMITTAL?:** ☒ Yes \_\_\_\_\_ No

**DEPARTMENT:** \_\_\_\_\_ TRAFFIC/ TRANSPORTATION \_\_\_\_\_ HYDROLOGY/ DRAINAGE

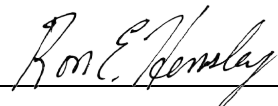
Check all that Apply:

### TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE MASTER PLAN
- ☐ DRAINAGE REPORT
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ OTHER (SPECIFY) \_\_\_\_\_
- ☐ PRE-DESIGN MEETING?

### TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☒ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY TEMPORARY
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ SO-19 APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ GRADING/ PAD CERTIFICATION
- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) \_\_\_\_\_

**DATE SUBMITTED:** 10/31/2019 **By:** THE Group / Ron Hensley 

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_

FEE PAID: \_\_\_\_\_



**T**he **H**ENSLEY **E**NGINEERING **G**ROUP

October 31, 2019

Hydrology Development  
City of Albuquerque  
PO Box 1293  
Albuquerque, NM 87103

Re: G11D014A –SJRG Drainage Certification for Temporary Occupancy

The as built Grading Plan and the certification of the Grading Plan dated 8/31/18 for the above site has been submitted. The drainage from and within the site perform as designed,

In order to allow for occupancy while completing City Work Order requirements, we are requesting a review for Temporary Certificate of Occupancy Approval.

We are requesting a review for Grading Certification Approval. Please contact me at 410-1622 or via email if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Ron E. Hensley". The signature is written in a cursive, flowing style.

Ron E. Hensley P.E.

[ron@thegroup.cc](mailto:ron@thegroup.cc)

# CITY OF ALBUQUERQUE

Planning Department  
Brennon Williams, Director



Mayor Timothy M. Keller

October 8, 2019

Ron Hensley, P.E.  
GND Engineering  
11032 Dreamy Way Dr. NW  
Albuquerque, NM 87114

RE: **St Joseph on the Rio Grande Church**  
**5901 St Joseph Dr NW**  
**Request for Certificate of Occupancy – Permanent**  
**Engineer's Certification – Denied**  
**Grading and Drainage Plan Stamp Date: 8/31/18**  
**Hydrology File: G11D014A**

Dear Mr. Hensley:

PO Box 1293

Based on the submittal received on 10/3/19, the Engineer's Certification cannot be considered for Certificate of Occupancy until the following are corrected:

Albuquerque

Prior to Work Order:

NM 87103

1. Work Order plans (CPN 662384) must be submitted and approved by the Development Review Committee, prior to commencing work in the ROW.
2. The sidewalk culverts will need to call-out std dwg 2236 and provide the culvert width; the diamond plates will need to be extended 1' past edge of sidewalk to avoid a drop-off. Because this is work in the ROW, no adjustments to the private grading plan are needed, but the work order plans will need to show these corrections.

www.cabq.gov

Prior to Certificate of Occupancy (For Information):

3. The swale and new sidewalk culverts, to be built by Work Order, must be constructed and accepted by the City.
4. City acceptance and close-out of the public Work Order will be required (unless a financial guarantee has been posted). Once closed-out, an Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required.

If you have any questions, please contact me at 924-3695 or [dpeterson@cabq.gov](mailto:dpeterson@cabq.gov).

Sincerely,

# CITY OF ALBUQUERQUE

*Planning Department*  
Brennon Williams, Director



*Mayor Timothy M. Keller*

A handwritten signature in dark ink, appearing to read 'D. Peterson'.

Dana Peterson, P.E.  
Senior Engineer, Planning Dept.  
Development Review Services

PO Box 1293

Albuquerque

NM 87103

[www.cabq.gov](http://www.cabq.gov)

## Biazar, Shahab

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**From:** Biazar, Shahab  
**Sent:** Wednesday, May 16, 2018 8:48 AM  
**To:** 'Del Dixon'  
**Cc:** Hughes, James D.; Michel, Racquel M.; Sheldon Greer; Dicome, Kym  
**Subject:** SJRG Nazareth Center AA (1007015) Located at the NW Corner of St. Josephs St. and Atrisco Dr. N.W.

Mr. Dixon,

The following are comments from the engineering section only. Ms. Dicome may have additional comments on the AA.

We need the following prior to approval of the AA for SJRG Nazareth Center (1007015):

- a) Label the easement(s) on the site plan.
- b) Grading and Drainage Approval.
- c) TCL approval.

A "Revocable Permit" for the private improvement within City of Albuquerque, such as the monument sign, prior to Building permit approval. Please contact Charlotte LaBadie ([clabadie@cabq.gov](mailto:clabadie@cabq.gov), 924-3996) or Madeline Carruthers ([mtafoya@cabq.gov](mailto:mtafoya@cabq.gov), 924-3997) with our DRC group for the application and processing the permit.

Improvements within the City of Albuquerque right-of-way must be completed and accepted prior to approval of Certification of Occupancy. Such improvements must be approved at DRC and work order must be obtained to construct the improvements.

Thanks

*Shahab Biazar, P.E.*

**City Engineer**

Planning Department  
Development Review Services Division  
600 2nd St. NW, Suite 201  
Albuquerque, NM 87102  
t 505-924-3999  
f 505-924-3864



# City of Albuquerque

Planning Department

Development & Building Services Division

## DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 11/2018)

**Project Title:** ST. JOSEPH ON THE RIO GRANDE CHURCH **Building Permit #:** \_\_\_\_\_ **Hydrology File #:** G11D014A  
**DRB#:** \_\_\_\_\_ **EPC#:** \_\_\_\_\_ **Work Order#:** \_\_\_\_\_  
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**City Address:** 5901 ST JOSEPH DR NW

**Applicant:** THE Group **Contact:** Ron Hensley  
**Address:** 300 BRANDING IRON RD. SE, RIO RANCHIO, NM 87124  
**Phone#:** 505-843-9639 **Fax#:** \_\_\_\_\_ **E-mail:** ron@thegroup.cc

**Owner:** ST. JOSEPH ON THE RIO GRANDE CHURCH **Contact:** \_\_\_\_\_  
**Address:** 4000 ST JOSEPHS PL NW ALBUQUERQUE NM 87120-1714  
**Phone#:** 505-843-9639 **Fax#:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**TYPE OF SUBMITTAL:** \_\_\_\_\_ PLAT (\_\_\_\_# OF LOTS) \_\_\_\_\_ RESIDENCE \_\_\_\_\_ DRB SITE ☒ ADMIN SITE

IS THIS A RESUBMITTAL?: \_\_\_\_\_ Yes ☒ No

**DEPARTMENT:** \_\_\_\_\_ TRAFFIC/ TRANSPORTATION ☒ HYDROLOGY/ DRAINAGE

Check all that Apply:

### TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE MASTER PLAN
- ☐ DRAINAGE REPORT
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- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ OTHER (SPECIFY) \_\_\_\_\_
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- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) \_\_\_\_\_

**DATE SUBMITTED:** 09/30/19 **By:** THE Group / Ron Hensley

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_

FEE PAID: \_\_\_\_\_



**T**he **H**ENSLEY **E**NGINEERING **G**ROUP

September 30, 2019

Hydrology Development  
City of Albuquerque  
PO Box 1293  
Albuquerque, NM 87103

Re: G11D014A – SJRG Drainage Certification

The as built Grading Plan and the certification of the Grading Plan dated 8/31/18 for the above site is attached. The drainage from and within the site perform as designed,

We are requesting a review for Grading Certification and Certificate of Occupancy Approval

We are requesting a review for Grading Certification Approval. Please contact me at 410-1622 or via email if you have any questions or comments.

Sincerely,

A handwritten signature in black ink that reads 'Ron E. Hensley'.

Ron E. Hensley P.E.

[ron@thegroup.cc](mailto:ron@thegroup.cc)









**AGREEMENT AND COVENANT**City Project No. 611-006

This Agreement and Covenant ("Agreement"), between the City of Albuquerque, New Mexico ("City") and ARCHDIOCESE OF SANTA FE REAL ESTATE CORPORATION ("User"), is made in Albuquerque, New Mexico, and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk, State of New Mexico.

1. Recital. The User is the owner of certain real property ("User's Property") located at 5901 St Josephs Dr, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)  
TRACT X-1-A1 PLAT OF TRACTS X-1-A1 & Z-1-AT UNIV. OF ALB URBAN CENTER  
 \_\_\_\_\_ and is attached as **Exhibit A.**

The City is the owner of a certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

PLEASE SEE DRAINAGE EASEMENT ( ATTACHMENT 1) AND EXHIBIT A

If the City's Property is an easement, then give legal description and filing information:  
(ATTACHMENT 1)

The User wishes to construct upon, improve or repair and to maintain the following drainage Improvement ("Improvement") on the City's Property (or already has done so):  
POND A, PER APPROVED HYDROLOGY FILE: G11D014A

A sketch of the proposed or existing Improvement is attached as **Exhibit B** and made a part of the Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, or modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement all in accordance with standards required by the City as per the approved Grading and Drainage Plan  
G11D014A DATED 8/31/2018

\_\_\_\_\_ on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The

Doc# 2019017361

03/06/2019 02:48 PM Page: 1 of 7  
 AGRE R:\$25.00 Linda Stover, Bernalillo County



User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk, State of New Mexico. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice of the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk, State of New Mexico.

Cancellation of this Agreement for any reason shall not release the User from any liability or obligation relating to the installation, operation, maintenance, or removal of the Improvement or any other term of this Agreement.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:  
ARCHDIOCESE OF SANTA FE REAL ESTATE CORPORATION  
4000 ST JOSEPHS PL NW  
ALBUQUERQUE NM87120-1714

Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The User agrees to indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the User, its agents, representatives, contractors or subcontractors or arising from the failure of the User, its agents, representatives, contractors or subcontractors to perform any act or duty required of the User herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. Entire Agreement. This Agreement 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.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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



**CITY OF ALBUQUERQUE:**

By: SM (A)  
Sarita Nair  
Chief Administrative Officer  
Date: 3/3/15

**USER:** \_\_\_\_\_

By: Msgr. Lambert Joseph Luna  
Name: Mgr. Lambert J. Luna  
Title: President ASFREC  
Date: November 28, 2018

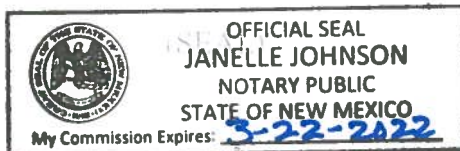
**APPROVED:**

By: [Signature] (A)  
Shahab Biazar, P.E., City Engineer

**CITY'S ACKNOWLEDGMENT**

STATE OF NEW MEXICO    )  
  ) ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 3<sup>rd</sup> day of March, 2019, by Sarita Nair, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

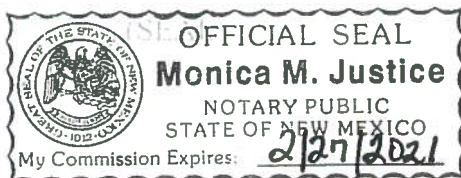


[Signature]  
Notary Public  
My Commission Expires: 3-22-2022

**USER'S ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this 28 day of November, 2018, by Msgr. Lambert Joseph Luna (name of person signing), President, ASFREC (title of person signing) on behalf of Archdiocese of Santa Fe REC (User).



Monica M. Justice  
Notary Public  
My Commission Expires: 2/27/2021



LEGAL DESCRIPTION – PUBLIC DRAINAGE EASEMENT

An Easement comprising a Southwesterly portion of Tract X-1-A1, University of Albuquerque Urban Center, City of Albuquerque, Bernalillo County, New Mexico as the same is shown and designated on the plat entitled " PLAT OF TRACTS X-1-A1 & X-1-A2, UNIVERSITY OF ALBUQUERQUE URBAN CENTER, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on March 12, 1998 in Plat Book 98C, Page 68 more particularly described by survey performed by Russ P. Hugg, New Mexico Professional Surveyor Number 9750, using New Mexico State Plane Coordinate System, Central Zone (NAD83) grid bearings and ground distances as follows:

BEGINNING at the Northwest corner of the easement herein described, a point on the Westerly line of said Tract X-1-A1 and a point on the Easterly right of way line of Atrisco Drive N.W. whence the Northwest corner of said Tract X-1-A1 bears N 11° 44' 33" W, 936.93 feet distant; Thence running as an easement:

S 71° 30' 55" E, 133.13 feet to the Northeast corner of the easement herein described; Thence,

S 08° 00' 09" E, 36.84 feet to a point on the Northerly right of way line of St. Joseph's Drive N.W. and the Southeast corner of the easement herein described; Thence along said Northerly right of way line of St. Joseph's Drive N.W. for the following two (2) courses:

N 81° 59' 51" W, 89.45 feet to a point of curvature; Thence,

Northwesterly , 37.64 feet on the arc of a curve to the right (said curve having a radius of 25.00 feet, a central angle of 86° 16' 06" and a chord which bears N 54° 52' 07" W, 34.19 feet) to a point of tangency on said Easterly right of way line of Atrisco Drive N.W.; Thence,

N 11° 44' 33" W, 73.00 feet along said Easterly right of way line of Atrisco Drive N.W. to the point of beginning of the easement herein described.

Said Easement contains 0.1724 acre, more or less.

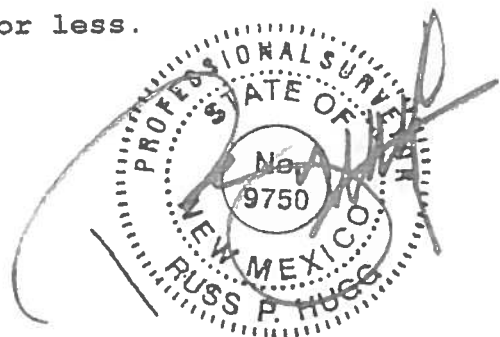




EXHIBIT "B"

ST. JOSEPHS DRIVE

S8° 00' 09.00"E  
36.84'

PROPERTY  
LINE

POND A  
S81° 59' 51.00"W  
89.45'

S71° 30' 54.47"E  
133.13'

POND A  
7509.90 SQ FT  
0.17 ACRES

L=32.642, R=25.000 TAN=23.42  
Δ=86°16'04"

N11° 44' 33.00"W  
73.00'

PROPERTY  
LINE



( IN FEET )

**PERMANENT EASEMENT**

**PROJECT NO:** G-11-008

Grant of Permanent Easement, between ARCHDIOCESE OF SANTA FE REAL ESTATE CORPORATION ("Grantor"), whose address is 4000 ST JOSEPHS PL NW ALBUQUERQUE NM 87120 and whose telephone number is (505) 831-8100 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on **Exhibit "A"** attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of ATRISCO POND A, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantor's property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this 8 day of JANUARY, 2019.

CITY OF ALBUQUERQUE:

By: [Signature]  
Shahab Biazar, P.E., City Engineer

Date: 2/11/19

GRANTOR:

By [signature]: [Signature]  
Name [print]: Msgr. Lambert J. Luna

Title: President ASFREC

Date: January 9, 2019

Doc# 2019013298

02/21/2019 11:36 AM Page: 1 of 3  
EASE R \$25.00 Linda Stover, Bernalillo County

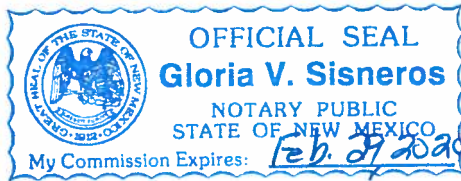


GRANTOR'S NOTARY

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss

This instrument was acknowledged before me on 9th day of January, 20 19,  
by MSGn. Lambert J. Luna (name), President ASFREC (title)  
of Archdiocese of Santa Fe (entity), a non profit Corporation (i.e. a  
Corporation New Mexico) corporation, on behalf of the corporation.

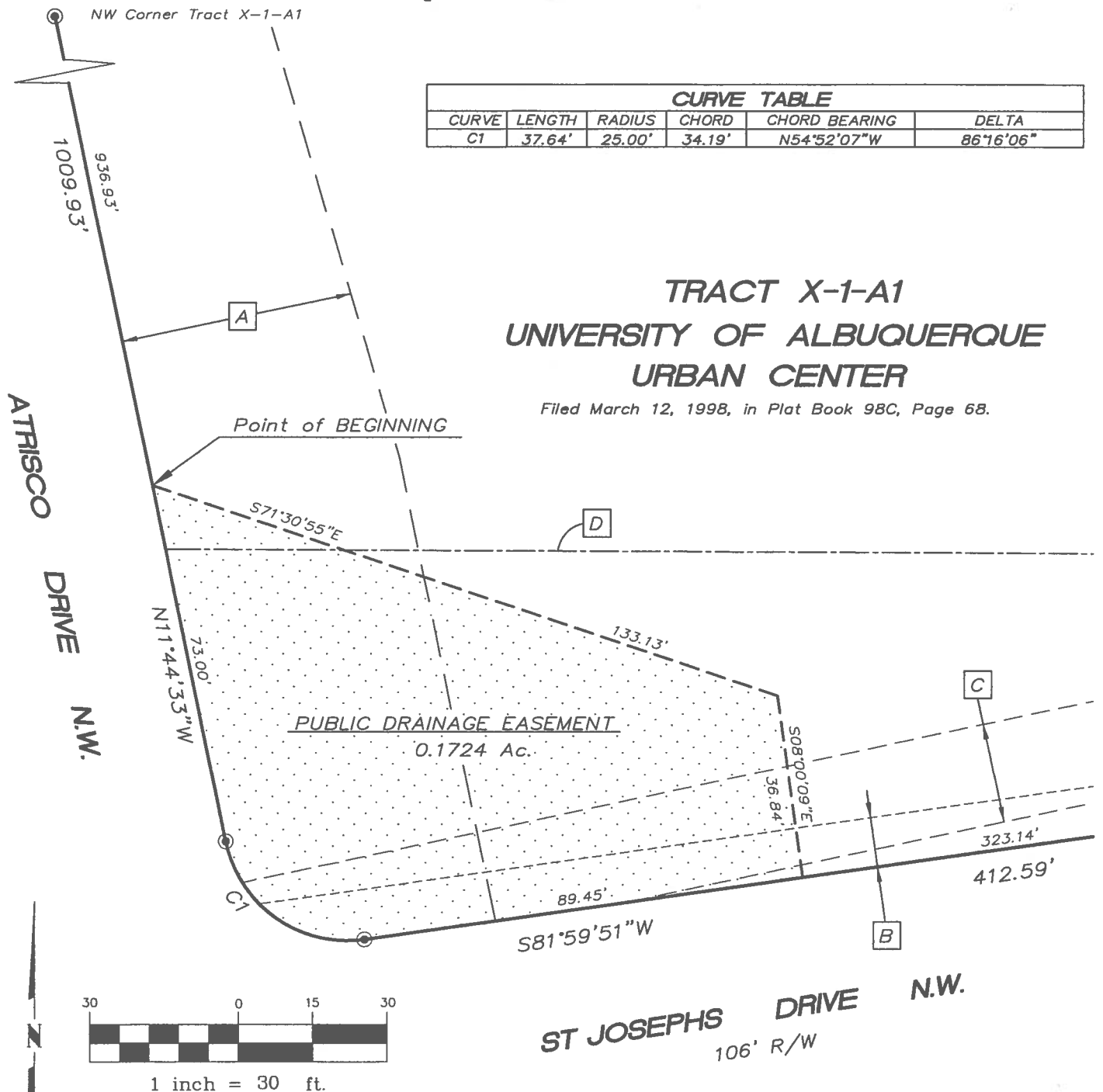
(SEAL)



Gloria V. Sisneros  
Notary Public

My Commission Expires: Feb. 27, 2020

(EXHIBIT "A" ATTACHED)

**KEYED EASEMENTS**

- [A] Bicycle Path, Open Space Trail Link And Landscape Easement granted by plat filed March 12, 1998, in Plat Book 98C, Page 68.
- [B] 10' Utility Easement granted by plat filed November 17, 1987, Volume C35, Folio 29.
- [C] 20' City Of Albuquerque Permanent Utility Easement, Doc.# 76 15317, Filed: 3/18/76 (Misc.468-165) as shown on plat filed March 12, 1998, in Plat Book 98C, Page 68.
- [D] Centerline Existing Power Line (Agreement Between Fred White & PNM, Letter Dated June 22, 1954) as shown on plat filed March 12, 1998, in Plat Book 98C, Page 68.


**SURV+TEK, INC.**
**Consulting Surveyors**

9384 Valley view Drive N.W. Albuquerque, New Mexico 87114

Phone: 505-897-3366

Fax: 505-897-3377

**DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between ARCHDIOCESE OF SANTA FE REAL ESTATE CORP. ("Owner"), whose address is 4000 ST JOSEPHS PL NW ALBUQUERQUE NM 87120-1714 and whose telephone number is (505) 839-7952 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. Owner is the current owner of certain real property described as:  
TRACT X-1-A1 PLAT OF TRACTS X-1-A1 & X-1-A2 UNIV. OF ALB. URBAN  
CENTER

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. DETENTION POND B AT THE NORTHEAST CORNER OF TRACTX-1-A1 THE FACILITY HAS AN AREA OF 31,600 SQ.FT

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

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COV R:\$25.00 Linda Stover, Bernalillo County



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 save 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:

ARCHDIOCESE OF SANTA FE REAL ESTATE CORP.  
4000 ST JOSEPHS PL NW  
ALBUQUERQUE NM 87120-1714

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]: Msgr Lambert Joseph Luna  
Name [print]: MSGR. LAMBERT JOSEPH LUNA  
Title: President ASFREC  
Dated: July 11, 2018

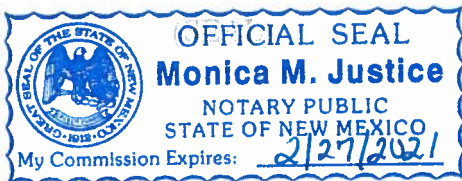
CITY OF ALBUQUERQUE:

By: [Signature] (AV)  
Shahab Biazar, P.E., City engineer  
Dated: 9/14/18

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on this 11 day of July,  
2018, by Msgr. Lambert Joseph Luna (name of person signing),  
President ASFREC (title of person signing) of  
(Owner).



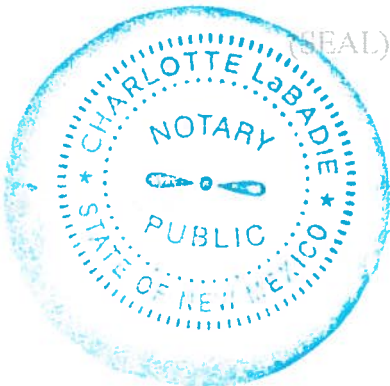
Monica M. Justice  
Notary Public  
My Commission Expires: 2/27/2021

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO )  
 )ss  
COUNTY OF BERNALILLO )

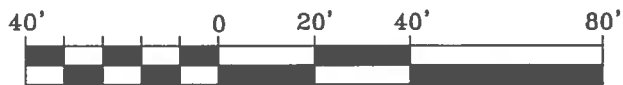
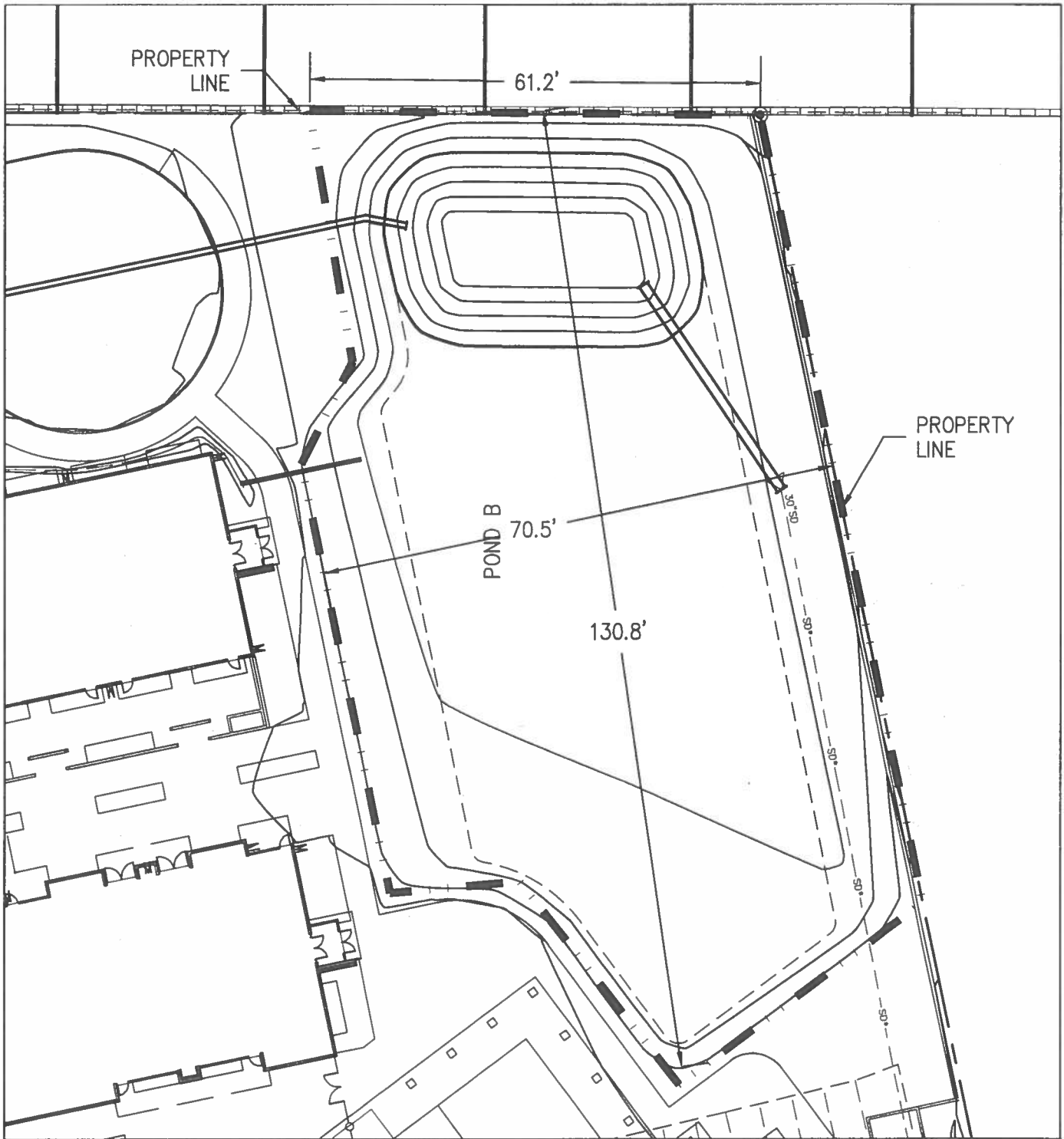
This instrument was acknowledged before me on this 14<sup>th</sup> day of  
September, 2018, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,  
a municipal corporation, on behalf of said corporation.

Charlotte LaBadie  
Notary Public  
My Commission Expires: March 15, 2021



(EXHIBIT A ATTACHED)





( IN FEET )