HYDROLOGY H14/D10 1 PLAN

H14/D10

1 Plan

CITY OF ALBUQUERQUE

DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY

VICINITY MAP - H-14

RECEIVED
JAN 08 1982
ENGINEERING

CHRISTOPHER L. WEISS
NEW MEXICO
6663
REGISTERED PROFESSIONAL ENGINEER

NOTICE TO CONTRACTOR

1. An excavation/construction permit will be required before beginning any work within City right-of-way. An approved copy of these plans must be submitted at the time of application for this permit.

2. All work detailed on these plans to be performed, except as otherwise stated or provided hereon, shall be constructed in accordance with "Contract Documents for City-Wide Utilities and Cash Paving No. 30 "

3. Two working days prior to any excavation, contractor must contact Line Locating Service, 765-1234, for location of existing utilities.

4. Prior to construction, the contractor shall excavate and verify the horizontal and vertical locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.

5. Backfill compaction shall be according to Collector (Arterial) street use.

APPROVALS	NAME	DATE
A.C.E./DESIGN	J.R. Kellick	15 Oct 81
INSPECTOR		
A.C.E./FIELD		

LEGAL DESCRIPTION: South 41 feet of Lots 7, 8, 9, 10, 11 and the South 41 feet of the West 15 feet of Lot 12, Bk 3, City Realty Company's Addition No. 1.

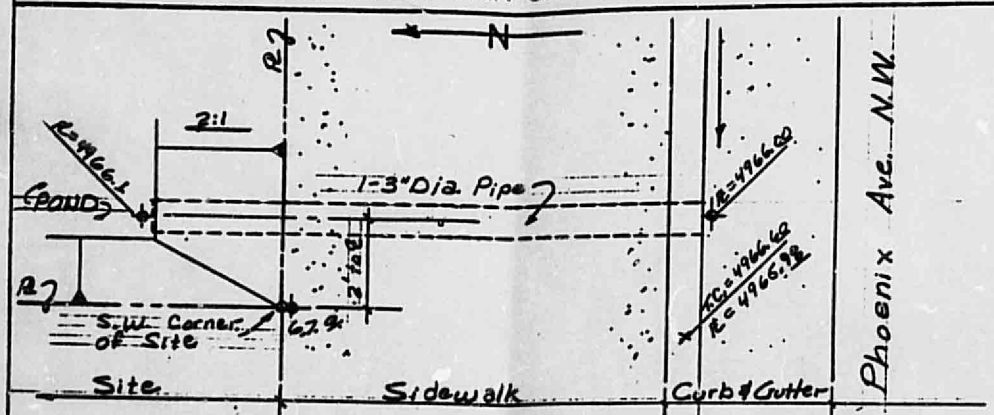
PERMIT NO.

SHEET 1 OF 2

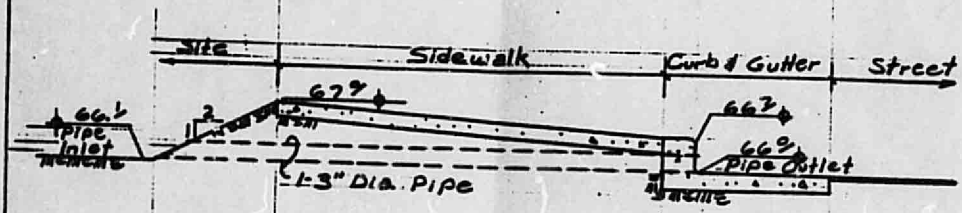
MAP NO. H-14

CITY OF ALBUQUERQUE

DRAINAGE FACILITIES WITHIN CITY RIGHT-OF-WAY



PLAN



PROFILE

APPROVALS	NAME	DATE
A.C.E./DESIGN	[illegible]	15 Oct 8[illegible]
INSPECTOR		
A.C.E./FIELD		

TITLE: South 41 feet of Lots 7, 8, 9, 10, 11 and the South 41 feet of the West 15 feet of Lot 12, Bk 3, City Realty Company's Addition No. 1.

PERMIT NO.

SHEET 2 of 2

MAP H-14

14-14-D10

INSTRUCTIONS FOR DRAINAGE COVENANT

1. The proper and correct title of the Owner should be inserted such as ABC Corporation or the Ace Limited Partnership, etc.

2. It is absolutely essential that the correct legal description be inserted. If it is in metes and bounds and there is not enough room to get it in the space provided, simply type in "See Attached Legal Description" and attach it on another page.

3. A brief description of the facilities should be given or if there is some type of drainage report, it can be referred to and adopted by reference and attached in part or whole to the Covenant. If there is some type of letter conditioning or modifying the drainage report issued by the City, this should also be referred to and attached.

4. The time limit for compliance will have to be inserted and will depend, of course, on the nature of the construction or maintenance required.

5. The signing of the instrument by the correct parties is absolutely essential. If it is a corporation, the corporate acknowledgement must be used, and the signature must be by the president of the corporation. If someone else wants to sign on behalf of the corporation, we must have a copy under the seal of the corporate secretary of the minutes of the Board of Directors authorizing that person to bind the corporation. If it is a limited partnership, the general partner must sign. If it is a regular partnership, any partner can sign. If the property is owned by husband and wife, they should both sign.

6. The reason for the notarization requirement is that this document must be filed with the County Clerk and cannot be so filed unless it is so acknowledged. The only protection that the City has in the event of the transfer of ownership is if the document is filed with the County Clerk and, therefore, it puts any subsequent purchaser on notice and obligates him to the same provisions.

It is to our best interest and, therefore, our responsibility to see that this document is filed with the County Clerk. The cost of such recording should be paid by the applicant. The cost to the City of such recording is $1.50 for the first page and $.50 for each succeeding page. This is a discounted fee to the City, and if an individual records the document, it would cost more.

An original and at least 2 copies should be prepared and signed. The original is recorded and returned. It then should be filed with the City Clerk. One copy goes to the Owner and the other is retained in the department file. This copy should contain the County Clerk's recording information. You may wish to have other copies as may be necessary.

If you have any questions or peculiar problems, please consult the Legal Department.

DRAINAGE COVENANT

THIS COVENANT made this 29 day of JANUARY, 1981, by and between the City of Albuquerque, a municipal corporation, (City) and Waldo SANCHEZ & ANDREA SANCHEZ (Owner, which term includes successors and assigns.)

RECITAL

The Owner is owner of certain real property located at 215 PHOENIX NW in Albuquerque, New Mexico, (the Property) and more particularly described as follows:

That pursuant to City ordinances, regulations, and other applicable laws, the Owner is required to install and/or maintain certain drainage facilities on the Property, and the parties wish to provide for an agreement as to the obligations and responsibilities for same.

DESCRIPTION OF FACILITIES

The following facilities are to be constructed and/or maintained by the owner:

CONSTRUCTION OF DRAINAGE FACILITIES

The Owner shall construct the drainage facilities in accordance with standards, plans, and specifications prescribed and approved by the City.

MAINTENANCE OF FACILITIES

The Owner shall, at his cost in accordance with the standards, plans, and specifications prescribed by the City, maintain said drainage facility. The City shall have the right to enter periodically upon the Property to inspect the drainage facility.

FAILURE TO COMPLY AND LIEN

In the event that the Owner shall fail to construct the drainage facility in accordance with standards, plans, and specifications prescribed and approved by the City or fail to adequately maintain said facilities, the City shall give the Owner notice in writing to construct, correct, or maintain said

facilities, and if the Owner fails to comply therewith within _____ days, the City may enter upon said property to perform the necessary construction or maintenance. The cost of the City's performing such construction or maintenance shall be paid by the Owner. In the event the Owner fails to pay said cost within thirty (30) days after being billed for same, the City may file a lien against the Property.

LIABILITY

The City shall not be liable for any damages to the Owner resulting from its construction, modification, or maintenance of said facilities.

NOTICE

The written notice provided for herein shall be accomplished by mailing same to:

The Owner may change said address by giving written notice, certified mail, return receipt requested, to the City Engineer, City Hall, at 505 Marquette Street, Albuquerque, New Mexico, 87103.

INDEMNIFICATION AND HOLD HARMLESS

The Owner agrees to defend, indemnify, and hold harmless, the City, its officials, agents and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage facility provided for herein or the Owner's failure to construct, maintain, or modify the drainage facility under this Covenant.

COVENANT RUNNING WITH THE PROPERTY

The obligation of the Owner set forth herein shall be binding upon the Owner, his heirs, and assigns, and the property of the Owner as described herein and will run with said property until released by the City.

OWNER

Ubaldo & Andrea Sanchez

By: Ubaldo & Andrea Sanchez

Title: Owners

REVIEWED BY THE LEGAL DEPARTMENT:

Assistant City Attorney

CITY OF ALBUQUERQUE

Chief Administrative Officer

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this _____ day of _____, 1981, by _____, _____
(Name of Officer) (Title)
_____, a _____
(Name of Corporation) (State of Incorporation)
corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
_____

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

The foregoing instrument was acknowledged before me this 29 day of JAN, 1982, by ANDREA SANCHEZ
Ubaldo Sanchez.
(Name of Acknowledging Partner or Partners)
on behalf of _____,
(Name of Partnership)
a partnership.

John Berrich
Notary Public

My Commission Expires:
May 18 - 82

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

The foregoing instrument was acknowledged before me by _____, on this _____ day of _____, 1981.

_____
Notary Public

My Commission Expires:
_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 1981, by _____ Chief Administrative Officer of the City of Albuquerque, municipal corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
_____