

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Kenneth A. Williams ("Owner"), whose address is 13300 Wilderness Pl NE Albuquerque, NM 87111, and whose telephone number is (505) 269-6016 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]
4700 and 4704 Prospect Ave, Albuquerque, NM 87110, Legal see attached Exhibit "B"

recorded on November 4, 1976, pages through , as Document No. 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:

Grading & Drainage Plan, Engineer's Stamp Date: 06/16/20, Hydrology File H17D118

*Stormwater Quality Pond per approved Grading & Drainage Plan
Hydrology File # H17/D118.*

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]: [Signature]
Name [print]: Michael L. Williams
Title: Property Manager
Dated: 10/8/20

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 8th day of October, 2020, by Michael L. Williams (name of person signing permit), MANAGER of Property (title of person signing permit) of Kenneth A. Williams (Owner).



[Signature]
Notary Public
My Commission Expires: 09/05/21

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.

Notary Public
My Commission Expires: _____

(EXHIBIT A ATTACHED)

CITY OF ALBUQUERQUE:

DocuSigned by:
By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

DS
as

Date: 1/21/2021 | 3:31 PM MST

CITY'S NOTARY

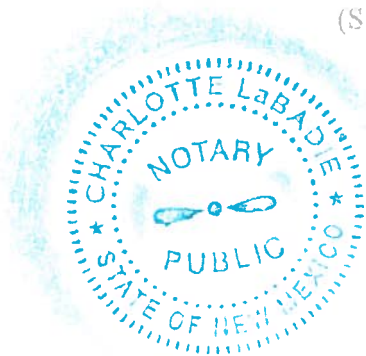
STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 21st day of January, ~~2020~~ ²⁰²¹,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

(SEAL)

Charlotte LaBadie
Notary Public

My Commission Expires: March 15, 2021



PLAT OF SURVEY

Topo

S 21, 22, 23 & SOUTHERLY POR. OF 24
BLOCK 2, TIMOTEO CHAVEZ ADDITION

WITHIN SECTION 11, T. 10 N., R. 3 E., NMPM

ALBUQUERQUE, BERNALILLO COUNTY, NM

FEBRUARY 2019





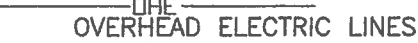


SURVEY LEGAL DESCRIPTION

A certain parcel of land situate within Section 11, Township 10 North, Range 3 East, N.M.P.M, Albuquerque, New Mexico, and comprising Lots 21, 22, 23 and a Southerly portion of Lot 24. Block 2 of the Revised Plat of TIMOTEO CHAVEZ ADDITION to the City of Albuquerque, New Mexico, as the same is shown and designated on said Revised Plat, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on June 29, 1949.

TOGETHER with the Easterly vacated Thirty (30) feet of Madison Street. N.E. and the Westerly vacated Eight (8) feet of alley as designated by City of Albuquerque Vacation Ordinance No. 52-1971 and being more particularly described by metes and bounds survey made by Hall Surveying company, on November 4, 1976 as follows:

Beginning at the Southwest corner of the parcel herein described, said Southwest corner being common to the Westerly portion of the Southerly boundary of said Lot 21, Block 2, Timoteo Chavez Addition and the centerline of said vacated Madison Street NE; thence N 00 18' 00"E, 183.27 feet to the Northwest corner of the parcel herein described, said Northwest corner being a Point on Curve on the Southerly Right-of-Way line of Prospect Avenue, N.E., as shown on Right-of-Way Plat for Special Assessment District No. 172-B, thence: Southeasterly 131.52 feet along said Southerly Right-of-Way line of Prospect Avenue, N.E. along the arc of a curve bearing to the right (said arc having a radius of 1115.92 feet and a chord which bears S 83' 08' 25"E, 131.44 feet to a Point of tangency; thence, S 79 45' 50"E, 50.11 feet continuing along said Southerly Right-of-Way line of Prospect Avenue, N.E. to the Northeast corner of the parcel herein Described, said Northeast corner being a point on the center line of said vacated alley; thence, S 00 18' 00"W, 159.60 feet to the Southeast Corner of the parcel herein described; thence N 89' 42' 00"W, 180.00 feet to the Southwest corner of the parcel herein described and place of beginning.

LEGEND

● PP	POWER POLE		CONCRETE
■ TEL	TELEPHONE PEDESTAL		
	ELECTRIC METER		CHAIN LINK FENCE
	GAS METER		OVERHEAD ELECTRIC LINES
○ MH	MANHOLE (TYPE)		
	WATER METER	— — —	MINOR CONTOUR (0.20 FT)
■ RF	ROOF DRAIN	— — —	MAJOR CONTOUR (1FT)
	DROP INLET	X	SPOT ELEV.
○ CATV	CABLE TV PEDESTAL	⊗ wv	WATER VALVE
ANCH	GUY ANCHOR	○ co	SEWER CLEANOUT

CURVE INFORMATION				
CURVE NO.	RADIUS	LENGTH	CENTRAL ANGLE	CHORD
C1	1115.92'	131.58'	06° 45' 21"	S 83°05'57" E, 131.50'

RED BY
ORDINANCE
DATED 7/19/1960

2, BLOCK 2
CHAVEZ ADDITION
1949 IN VOL. C31, FOLIO 8.)

[illegible]