

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Holy Rosary Ph 1 ZONE ATLAS/DRNG.FILE #: J-11

LEGAL DESCRIPTION: The site is located on Fortuna Rd. in Albuquerque, and is presently developed, but not located within a flood plain

CITY ADDRESS: _____

ENGINEERING FIRM: Chavez-Miranes CONTACT: Ray Doming

ADDRESS: 4600-C Montgomery N.E PHONE: (505) 881-7376

OWNER: Arch. of Santa Fe CONTACT: _____

ADDRESS: _____ PHONE: _____

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: Albuquerque Surveying Co. CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☐ YES

☐ NO

☐ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT

☒ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAINAGE PLAN

☒ GRADING PLAN

☐ EROSION CONTROL PLAN

☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL

☐ PRELIMINARY PLAT APPROVAL

☐ SITE DEVELOPMENT PLAN APPROVAL

☐ FINAL PLAT APPROVAL

☐ BUILDING PERMIT APPROVAL

☐ FOUNDATION PERMIT APPROVAL

☐ CERTIFICATE OF OCCUPANCY APPROVAL

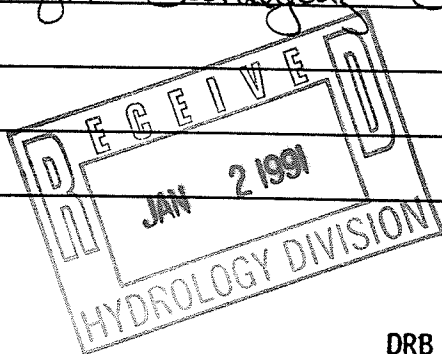
☐ ROUGH GRADING PERMIT APPROVAL

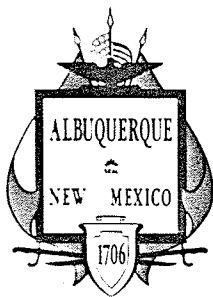
☒ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: 12-31-90

BY: Ray Doming





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 5, 1993

Victor Chavez
Chavez-Grieves Consulting Engineers
4600-C Montgomery Boulevard, NE
Albuquerque, New Mexico 87109

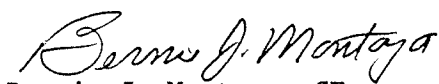
RE: ENGINEER CERTIFICATION FOR PHASE I & II, OUR LADY OF THE MOST
HOLY ROSARY CHURCH (J11-D26) CERTIFICATION STATEMENT DATED
10/30/92 & PARKS & RECREATION SIGN-OFF DATED 12/18/92.

Dear Mr. Chavez:

Based on the information provided on your December 22, 1992 resubmittal,
Engineer Certification for the above referenced site is acceptable.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,


Bernie J. Montoya, CE
Engineering Assistant

BJM/d1/WPHYD/7421

xc: Alan Martinez
File

PUBLIC WORKS DEPARTMENT



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 4, 1992

Victor Chavez, P.E.
Chavez-Grievess Consulting Engineers
4600-C Montgomery Boulevard, NE
Albuquerque, New Mexico 87109

RE: REVISED DRAINAGE PLAN FOR AN ADDITION TO OUR LADY OF THE MOST
HOLY ROSARY CHURCH, PHASE II (J-11/D26) REVISION DATED JANUARY
27, 1992

Dear Mr. Chavez:

Based on the information provided on your resubmittal of January 27, 1992, the above referenced plan is approved for Building Permit.

Please be advised that prior to Certificate of Occupancy release, Engineer's Certification per the DPM Checklist will be required (both Phase I & II).

Also, concurrence from Parks & Recreation will also be required. Included on your Phase I Certification will need to be the roadway constructed within the Park's property.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

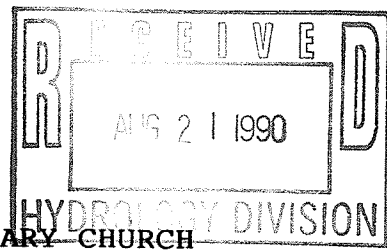
Bernie J. Montoya
Bernie J. Montoya, E.E.
Engineering Assistant

xc: Alan Martinez

BJM/bsj
(WP+1949)

PUBLIC WORKS DEPARTMENT

DRAINAGE COVENANT



This Drainage Covenant, between HOLY ROSARY CHURCH ("Owner"), whose address is 5525 Fortuna Road, Albuquerque, NM, and the City of Albuquerque, 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 owner of certain real property described as: OUR LADY OF THE MOST HOLY ROSARY CHURCH, LAND OF THE ARCHDIOCESE OF SANTA FE, TR. "A" 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 Agreement 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 standards, plans and specifications approved by the City pursuant to Drainage File No. A STORM WATER DETENTION POND WITH OUTLET TO WEST MESA COMMUNITY CENTER (CITY OF ALBUQUERQUE PROPERTY)

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 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 30 days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply 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.

(Approved by Legal Dept.
as to form only 06/90)

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 repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.

8. Indemnification. 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 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, 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 Agreement 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 agreement shall be construed to relieve the Owner, his heirs, assigns, and successors from an assessment against 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 given formal written notice to the Owner, Owner's address is:

HOLY ROSARY CHURCH

5525 FORTUNA ROAD, N.W.

ALBUQUERQUE, NEW MEXICO

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 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by given written notice of the change by Certified Mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico, 87103.

12. Term. This Agreement shall continue until terminated by the City pursuant to Section 9 above.

(Approved by Legal Dept.
as to form only 06/90)

(WP+124529)

89100302

9000543

621

LICENSE AGREEMENT

I.
ACCESS LICENSE

1. Access License

A. The City of Albuquerque, New Mexico, a municipal corporation (the "City") hereby grants to The Archdiocese of Santa Fe (Our Lady of the Most Holy Rosary Church) (the "Permittee"), nonexclusive licenses (the "Access License") (1) to operate and maintain an access road (the "Road") on and from the south end of the West Mesa Community Center (the "Community Center") located at 5300 Glenrio Road N.W., Albuquerque, New Mexico, parking lot through the Center grounds to the south property line of the Center as shown on Exhibit A attached hereto and (2) to use the Center parking lot for access from Glenrio Road to the Road (the "Access").

B. This Access License includes the rights of access to, ingress to, egress from, to enter at anytime for inspection upon, and installation, maintenance, repair, construction or modification of the Road, and the right to remove trees, bushes and undergrowth or any obstacles within the Road that may interfere with the appropriate use of this Access License.

C. The Permittee's use of the Road and the Permittee's operations and activities under the Access License shall not interfere with any underground, at grade or above ground utilities or utility facilities or the operation of any such utilities,

including any gas, water, sewer or electric lines. The Permittee, at its expense, shall repair or restore any damage to such utilities caused by the Permittee and its agents, employees and contractors as soon after the occurrence of the damage as is reasonably feasible, to as nearly the same condition as the improvements were in prior to such damage as is reasonably feasible.

2. Use. The Road and the Access may be used only by Permittee and its officials, employees, parishioners, licensee and invitees on Saturdays from 5:00 to 7:30 p.m.; on Sundays from 7:00 a.m. to 2:00 p.m. and at such other times as may be mutually agreed between the City and the Permittee. At all times during the term of this License Agreement, the Permittee shall have exclusive control of and shall control access to and use of the Road. The City may require that the Permittee fence the exterior boundaries of the Road at the expense of the Permittee. At all times when the Road is not used by the Permittee, the Permittee shall prevent the general public from using the Road by maintaining gates at the entrance to the Road.

3. Construction and Maintenance. The Permittee shall, at its sole cost and expense, construct and maintain the Road during the term of this Access License. The Permittee shall construct the Road as per specifications approved by the City.

4. Repair to City Property. The Permittee shall repair and restore, at its sole cost and expense, any damage caused to the

City's adjacent property or to the Community Center parking lot and any improvements located on the City's adjacent property or the Community Center parking lot as a result of the exercise of Permittee's rights under this Access License as soon after the occurrence of the damage as is reasonably feasible and will repair and restore such damaged improvements to as nearly the same condition as the improvements were in, prior to such damage as is reasonably feasible.

5. Indemnity. The Permittee will indemnify, defend and hold harmless the City and the officials, agents and employees of the City from and against any and all claims, actions, suits or proceedings of any kind brought for or on account of any matter which may arise as a result of its use of the Road and the Access and of the Permittee's exercise of its rights under this Access License, provided however, to the extent, if at all, Section 56-7-1 NMSA (1978) is applicable to this Access License, this agreement to indemnify will not extend to (1) liability, claims, damages, losses or expenses, including lawyers' opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, or the agents or employees of the City, whether such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

6. Abandonment. If the Permittee ceases to use the Road or the Access or if the Road or the Access is abandoned for a consecutive period of three (3) months, then, this Access License shall automatically terminate and, thereupon the Permittee shall, upon request by the City, execute and deliver to the City a release of this Access License in recordable form.

7. Compliance with Law. The Permittee shall comply with all applicable laws, ordinances, rules, regulations, orders and decisions promulgated by federal, state or local governmental authority relating to the Permittee's use of the Road and the Access and the exercise of the Permittee's rights under this Access License and shall not permit the Road 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 adjacent property or the Community Center parking lot.

8. Insurance.

A. General Conditions. The Permittee shall procure and maintain in full force and effect during the term of this Access License such insurance as is required herein. The City shall be named as an additional insured on the policies of insurance. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and they shall be in a form satisfactory to City and properly filed and approved by the Superintendent of Insurance, State of New Mexico. The insurance may be written in one or more policies.

The Permittee shall include any and all contractors and subcontractors in its insurance policies or require its contractors and subcontractor to secure insurance coverage against all hazards enumerated herein that are not covered by the Permittee's policies.

All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to the Director of Risk Management, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed or not renewed. A certificate or policy that states that failure to give such notice imposes no obligation on the insurance company is unacceptable to the City.

The Permittee shall not violate the terms or prohibitions of insurance policies required to be furnished by the Permittee. The Permittee shall promptly notify the City of any claim or loss exceeding the amount of the deductible under such insurance policies, and certify that proper notice has been given the appropriate insurance carrier.

B. Approval of Insurance. Even though a "Notice to Proceed" may have been given, the Permittee shall not permit any contractor or subcontractor to begin any work under this Access License until the required insurance has been obtained and the proper certificates (or policies) filed with City. Neither approval nor failure to disapprove certificates, policies or the insurance by

City shall relieve the Permittee or any contractor or subcontractor of full responsibility to maintain the required insurance in full force and effect.

C. Commercial General Liability Insurance. The Permittee shall procure and maintain during the term of this Access License a comprehensive general liability insurance policy with liability limits in amounts not less than \$500,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policies of insurance must include coverage for all operations performed by the Permittee, including coverage for collapse (C), explosion (X) and underground (U) liability coverage, and contractual liability coverage which shall specifically insure the indemnification provisions of this Access License.

D. Owners and Contractors Protective Liability Insurance. The Permittee shall procure and maintain during the life of any construction, an owners and contractors protective liability insurance policy with liability limits in amounts not less than \$500,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy will be written with City as the named insured and will provide coverage for City's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

9. Restoration. Unless the City desires to retain the Road, the Permittee shall, prior to the termination of this Access License, remove the Road and level and restore the City's property to as nearly its original condition as practicable.

11. Demand for Repair or Modification.

A. The Director of the City's Department of Public Works (the "Director") may, but shall have no obligation or liability to, send written notice ("Notice") to the Permittee requiring the Permittee to repair or modify the Road within ninety (90) days after mailing of the written notice to the Permittee ("Deadline") and the Permittee will promptly comply with the requirements of the Notice. Notwithstanding any term or condition of this License Agreement to the contrary, if the Road may become a hazard to the public health or safety, and cannot reasonably be repaired or reconstructed to remove the hazardous condition, the Director may, but shall have no obligation or liability to, demand removal of the Road. The Permittee will perform all required work by the Deadline, at the Permittee's sole expense.

B. If the Permittee fails to comply with the terms of the Notice by the Deadline stated, or if the Director determines that an emergency condition exists, the City may, but shall have no obligation or liability to, perform the work itself. The City then may assess the Permittee for the cost of the work and for any other expenses or damages which result from the Permittee's failure to

perform. The Permittee shall pay the City the amount assessed within thirty (30) days after the Director gives the Permittee written notice of the amount due.

12. Assignment. This Access License shall not be assigned in whole or in part without the written approval by the City and shall not be a covenant running with title to or appurtenant to any real property owned by the Permittee.

13. Liens. The Permittee shall not permit any mechanic's or materialmen's or any other lien to become attached to or foreclosed upon the Road or any part or parcel thereof by reason of work, labor performed or materials or equipment installed or furnished.

II. USE LICENSE

1. Use License.

A. The Permittee hereby grants to the City a non-exclusive license (the "Use License") (1) to use the parking lot (the "Parking Lot") on the Permittee's Church property (the "Church"), located at 5525 Fortuna Road N.W., Albuquerque, New Mexico, for parking purposes and to use the Family Life Center (the "Family Life Center") on the Church to conduct, present, operate and monitor classes and recreational activities and programs.

B. This Use License includes the rights of access to, ingress to, egress from, and to enter at anytime for inspection upon the Parking Lot and the Family Life Center and to use the restroom facilities of the Family Life Center.

2. Use. The Parking Lot and the Family Life Center may be used by the City and by its officers, employees, authorized contractors, licensees and invitees at such times as may mutually be agreed between the City and the Permittee. The City may, at the sole risk of the City, store materials and paraphernalia used for or associated with the conduct, presentation, operation and maintenance of classes and recreation activities and programs within such places in the Family Life Center as the Permittee shall designate. The Permittee shall not be liable for the loss of, theft or damage to any of the City's property that is stored in the Family Life Center. The City shall comply with the Permittee's rules and regulations for the use of the Parking Lot and the Family Life Center, except that the Permittee's rules and regulations shall not unreasonably prevent or hinder the conduct, presentation, operation and maintenance of the City's classes and recreation activities and programs. At all times during the time the City uses the Family Life Center, the City shall keep and maintain the part or parts of the Family Life Center used by the City in a clean, safe and sanitary condition.

3. Repair to Permittee's Property. The City shall repair and restore, at its sole cost and expense, any damage caused to the

Parking Lot, the improvements on the Parking Lot and the Family Life Center as a result of the exercise of the City's rights under this Use License, as soon as is reasonably feasible and will repair and restore such damaged improvements to as nearly the same condition as the improvements were in, prior to such damage as is reasonably feasible.

4. Compliance with Law. The City shall comply with all applicable laws, ordinances, rules, regulations, orders and decisions promulgated by federal, state or local governmental authority relating to the City's use of this Use License and shall not permit its use of the Parking Lot or of the Family Life Center to constitute a hazard to the health or safety of the general public or to interfere with the Permittee's use of the Church.

5. Assignment. This Use License shall not be assigned in whole or in part without the written approval by the Permittee. Such approval shall not be unreasonably withheld.

III. TERM OF LICENSE

The term of this License Agreement shall be eight (8) years beginning on the day immediately following the effective date of this License Agreement (the "Initial Term"). The term of this License Agreement shall continue after the Initial Term until terminated in writing by either the City or the Permittee. After

the Initial Term, this License Agreement may be terminated by either the Permittee or by the City without cause. The termination of this License Agreement shall simultaneously terminate both the Access License and the Use License. Termination of this License Agreement by either party shall be effective twelve (12) months after a party has received notice of termination by the other party.

IV.
MISCELLANEOUS

1. Notices. All notices required to be given under this License Agreement shall be deemed given when received by a party. Notices may be given personally or sent by certified mail, return receipt requested, to the following:

To the City:	Chief Administrative Officer City of Albuquerque Post Office Box 1293 Albuquerque, New Mexico 87103
To Permittee:	Our Lady of the Most Holy Rosary 5525 Fortuna Road N.W. Albuquerque, New Mexico 87105 Attn: Reverend Joel Garner

2. Entire Agreement. This License Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, other previous to the execution hereof or contemporaneous herewith.

3. Changes. Changes to this License Agreement are not binding unless made in writing and signed by both parties.

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

5. Applicable Law. This License Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of New Mexico.

6. Effective Date. This License Agreement shall not become effective or binding on the City until approved by the City's Chief Administrative Office and shall become effective upon execution by the City's Chief Administrative Officer.

THE ARCHDIOCESE OF SANTA FE

CITY OF ALBUQUERQUE

By: + Robert J. Archambault
 Title: Bishop of Santa Fe
 Dated: OCT. 10, 1989

By: Am. Clarence V. Pittman
 Its: Chief Administrative Officer
 Dated: 11/1/89

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

633

The foregoing instrument was acknowledged before me this day of 8 Nov., 1989 by Clarence Lithgow, Chief Administrative Officer of the City of Albuquerque, a municipal corporation, on behalf of the corporation.

Christine M. Lovato
Notary Public

My Commission Expires:

3-26-90

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 10th day of October, 1989 by Robert F. Sanchez, Archbishop-President, The Archdiocese of Santa Fe, on behalf of the corporation.

Dora Montoya
Notary Public

My Commission Expires:

1-30-91

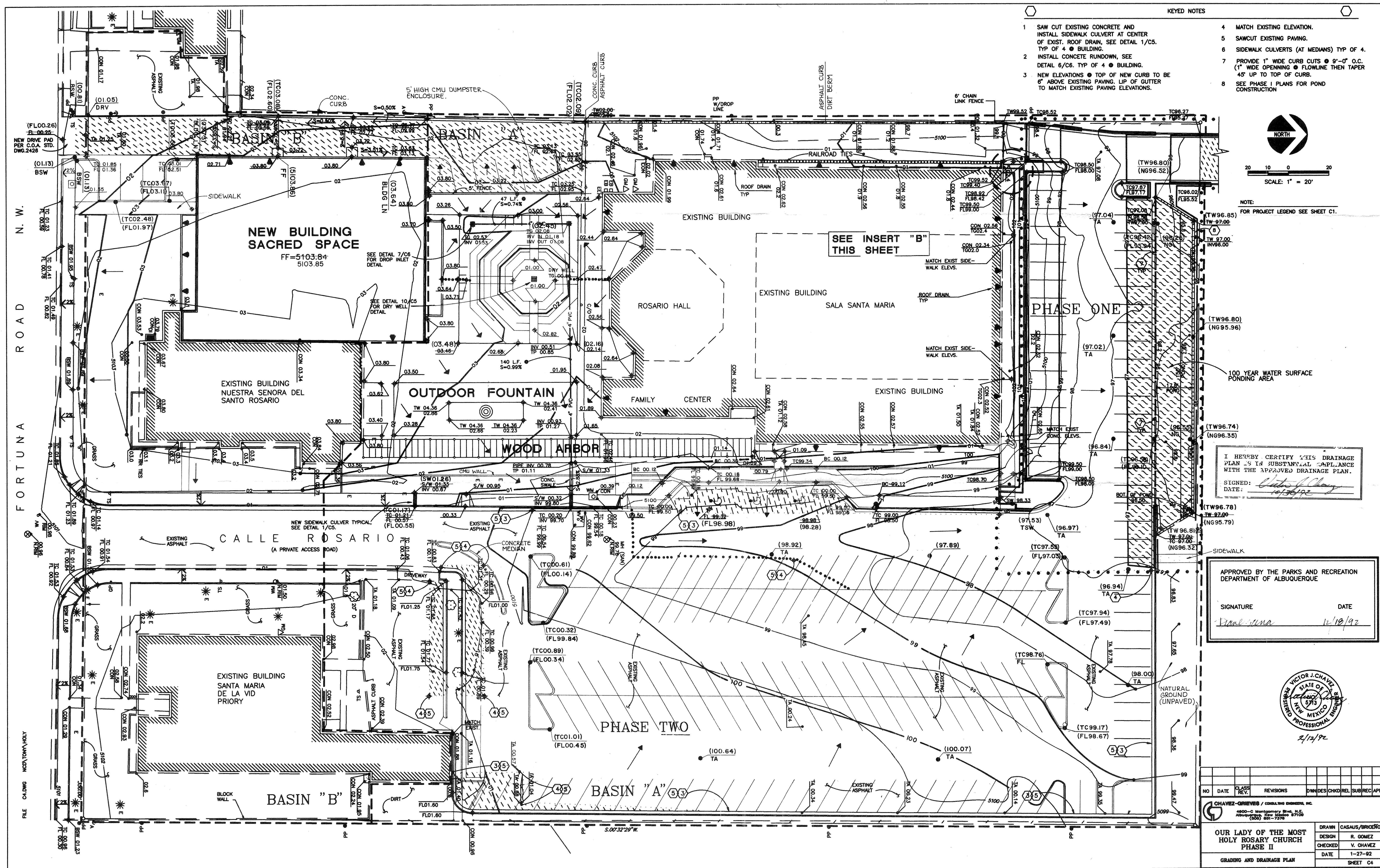
REMOVED AND ASSIGNED
AS TO LITIGATION for Archdiocese
DATE 10/10/89
BY Charles D. Fitzgerald

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1989 NOV 22 AM 9:50

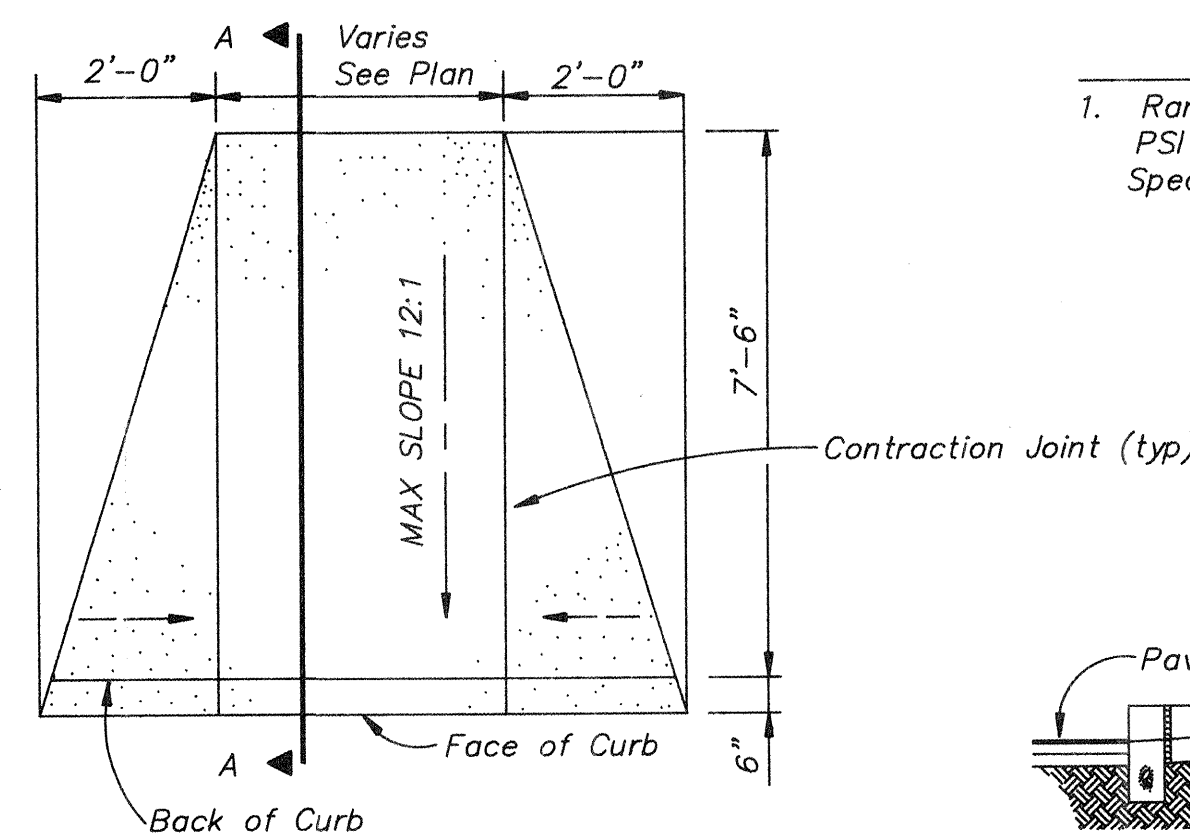
871-A PG 621-638
GLADYS M. DAVIS
CLERK & RECORDER
Lawrence

3241

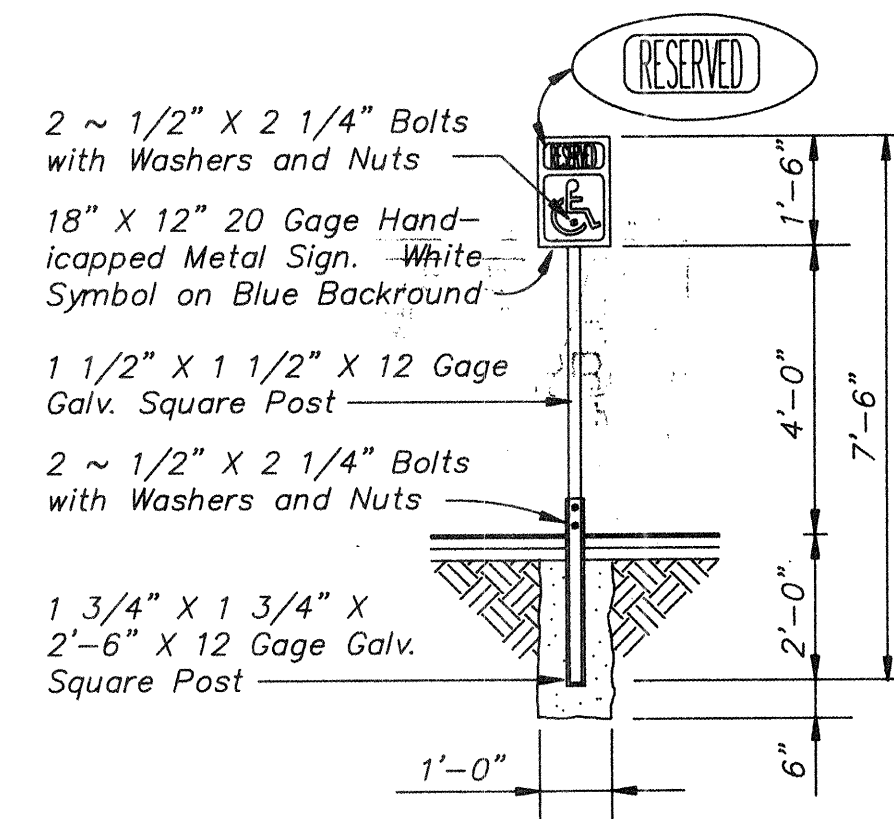


[illegible]

2 CONCRETE HANDICAP RAMP DETAIL

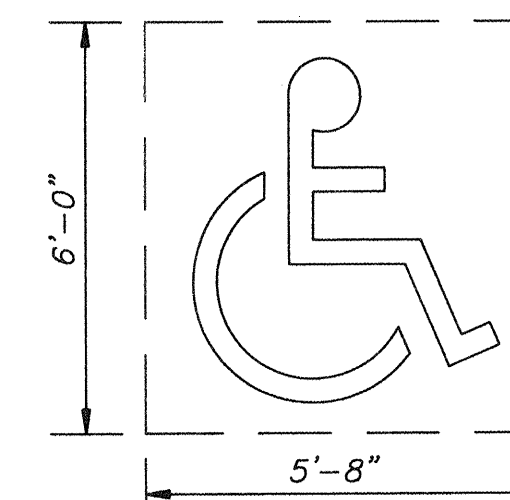
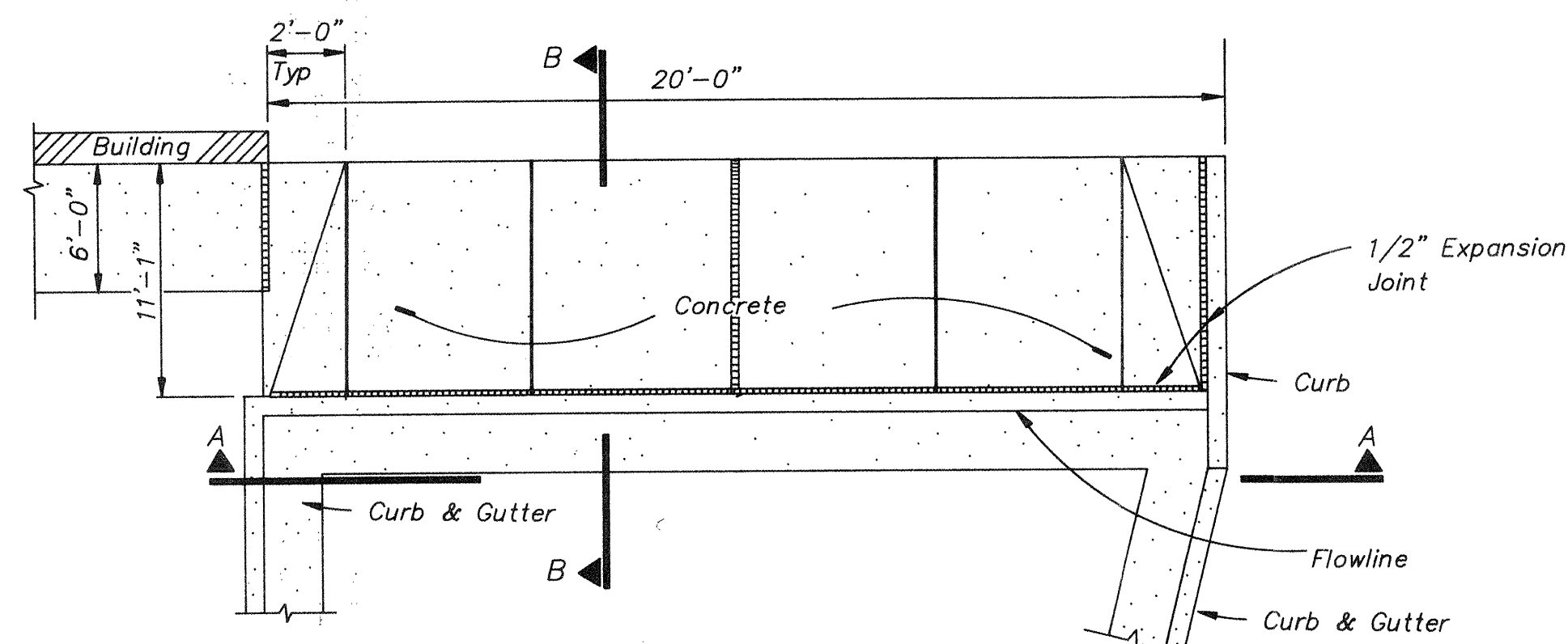


SECTION A-A

$$3/8'' = 1' - 0''$$


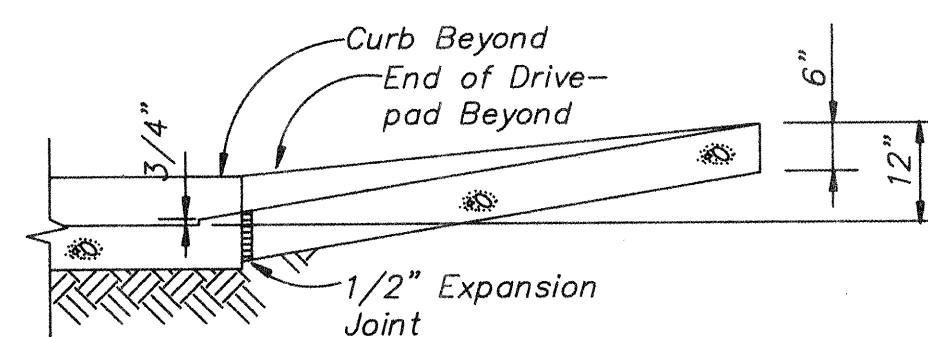
3 HANDICAPPED SIGNING DETAIL
C6

Paint Symbol In White
at Parking Stall


$$3/8" = 1' - 0"$$


4 CONCRETE DRIVEPAD
C6

AS NOTED

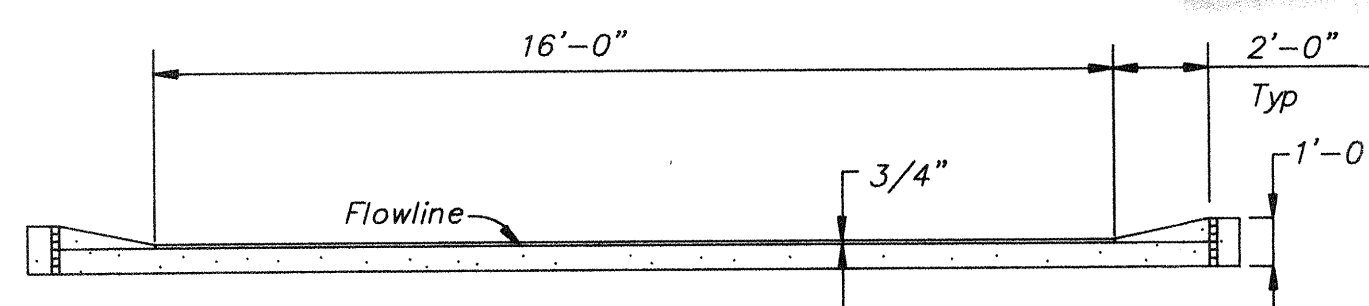


SECTION B-B

$$1/2'' = 1' - 0'$$

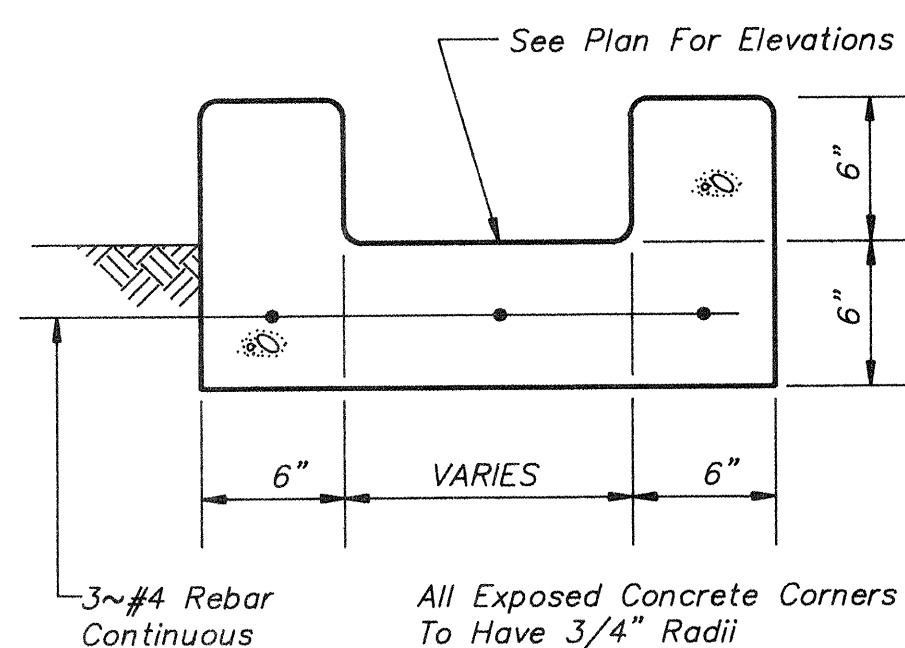
CONSTRUCTION NOTES:

1. Prepare Subgrade In Accordance With Specification Section 02200.
2. All Concrete Shall Be 3000 PSI PCC In Accordance With Specification Section 02510.
3. See Details This Sheet For Expansion and Contraction Details.



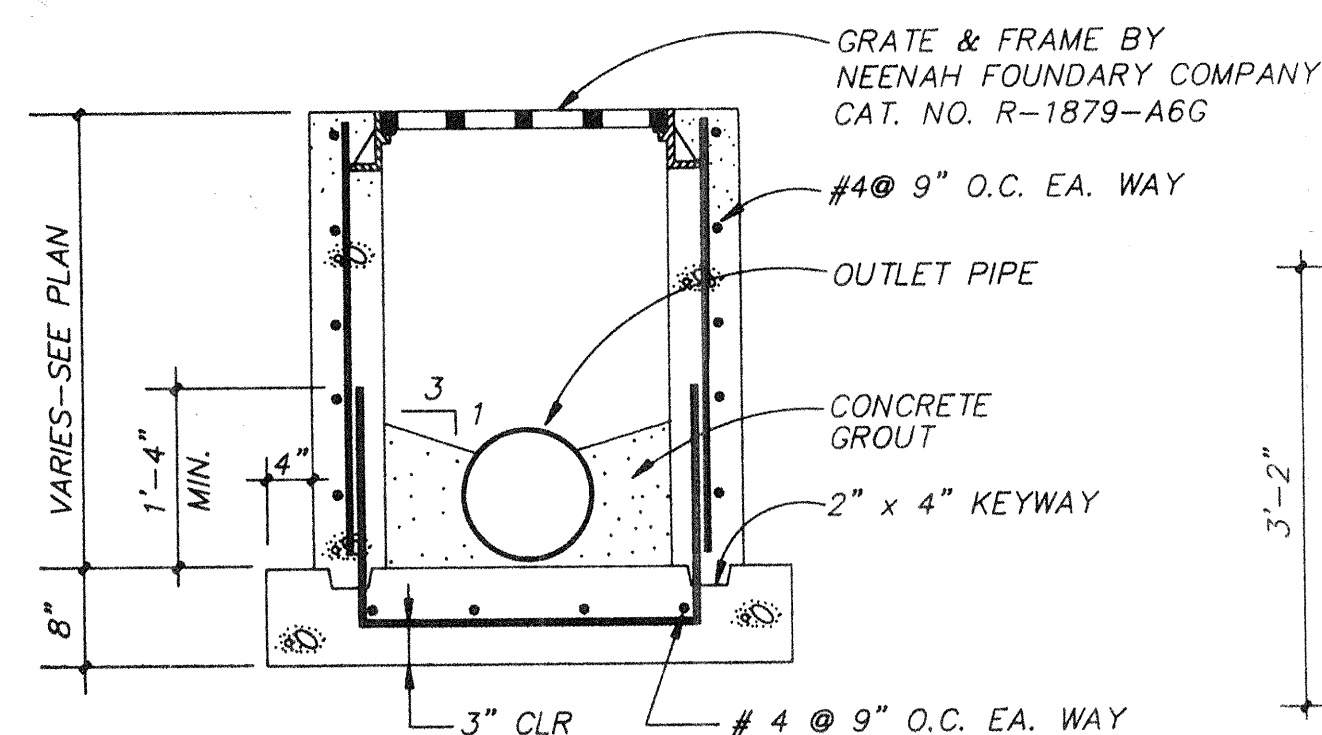
SECTION A-A

N.T.S.



6 CONCRETE TROUGH
C6

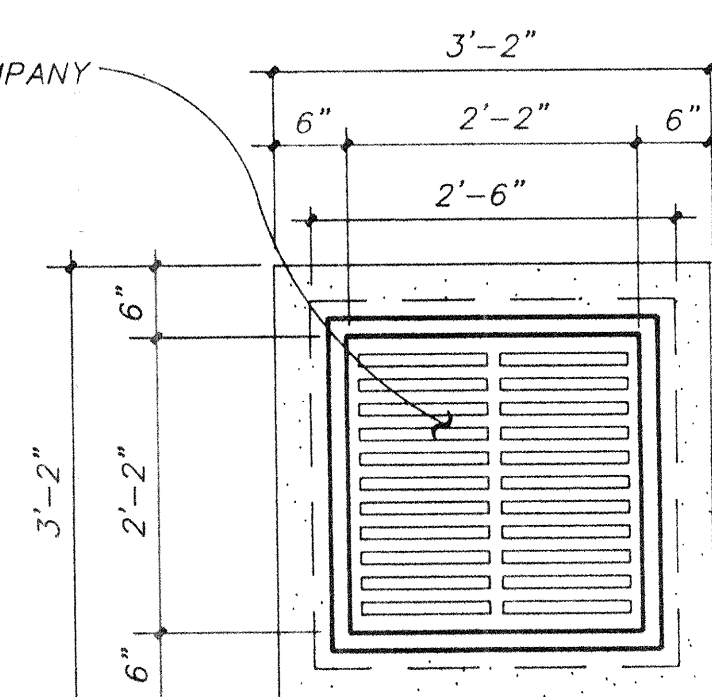
N.T.S.



7
C6

DROP INLET

N.T.S.



I HEREBY CERTIFY THIS DRAINAGE
PLAN IS IN SUBSTANTIAL COMPLIANCE
WITH THE APPROVED DRAINAGE PLAN.

SIGNED: Victor J. Chang
DATE: 10/30/92



DEC 22 1999

[illegible]