

P.O. Box 1293 Albuquerque, NM 87103

June 13, 1997

Martin J. Chávez, Mayor

Daniel S. Aguirre, PE  
Wilson & Company  
4775 Indian School NE  
Albuquerque, NM 87110

RE: ENGINEER'S CERTIFICATION FOR BARELAS HOMES (K-14/D61)  
RECEIVED JUNE 11, 1997 FOR FINANCIAL GUARANTY RELEASE  
ENGINEER'S STAMP DATED 6-10-97

Dear Mr Aguirre:

Based on the information included in the submittal referenced above, City Hydrology accepts the Engineer's Certification for Financial Guaranty release.

Contact Terri Martin at Plaza Del Sol to obtain the Financial Guaranty Release for City Project Number 5299.90.

If I can be of further assistance, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.  
Civil Engineer/Hydrology

c: Andrew Garcia  
Terri Martin, CPN 5299.90

Good for You. Albuquerque!



# DRAINAGE INFORMATION SHEET

PROJECT TITLE: BARELAS HOMES ZONE ATLAS/DRNG. FILE #: K-14  
DRB #: 94-325 EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_  
LEGAL DESCRIPTION: Lots 1 thru 12, Barelas Homes  
CITY ADDRESS: 5th St. SW  
ENGINEERING FIRM: Wilson & Company CONTACT: Kristine Susco or ~~DAN AGUIRRE~~  
ADDRESS: 4775 Indian School NE #7110 PHONE: (505)254-4000  
OWNER: Youth Development Inc. CONTACT: Gordon Genter  
ADDRESS: 6301 Central Ave. NW PHONE: (505)833-0824  
ARCHITECT: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
SURVEYOR: Precision Surveys CONTACT: Larry Medrano  
ADDRESS: 2929 Coors Blvd NW Suite 105 87120 PHONE: (505)839-0569  
CONTRACTOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT  
☐ DRAINAGE PLAN  
☐ CONCEPTUAL GRADING & DRAINAGE PLAN  
☐ GRADING PLAN  
☐ EROSION CONTROL PLAN  
☒ ENGINEER'S CERTIFICATION  
☐ OTHER \_\_\_\_\_

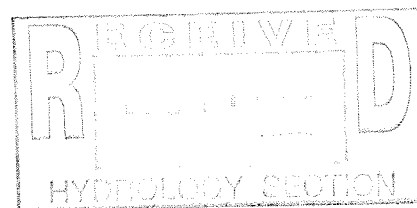
## PRE-DESIGN MEETING:

☐ YES  
☐ NO  
☐ COPY PROVIDED

## CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☐ BUILDING PERMIT APPROVAL  
☒ CERTIFICATE OF OCCUPANCY APPROVAL  
☐ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ S.A.D..DRAINAGE REPORT  
☐ DRAINAGE REQUIREMENTS  
☐ OTHER \_\_\_\_\_ (SPECIFY)

DATE SUBMITTED: 6-10-97  
BY: [Signature]



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Author: John P. Curtin at CABQ-PUBWORKS

Date: 5/23/97 10:08 AM

Priority: Normal

TO: Fred J. Aguirre

BCC: John P. Curtin

Subject: Barelás Homes

----- Message Contents -----

Fred:

The Engineer's Certification indicates the following as-built conditions:

1. The site is about 0.3' higher than design.
2. The front yard areas have been filled. This reduces the storage and increases the water depth from 6" to 10.5".
3. As-built shoots in the backyards vary from 47.2 to 47.5.
4. Lot 12 has the lowest Finished Floor Elevation (FF=49.10). The next lowest is 49.46.
5. It appears that the finished floor on Lot 12 may not be one foot above the maximum water surface elevation (48.2?).
6. The low point on the perimeter wall is 48.80. Therefore water would spill over the perimeter wall before it flooded Lot 12.

I left Dan Aguirre a message Thursday requesting the maximum water surface elevation.

John Curtin 768-2727

PRIVATE FACILITY  
DRAINAGE COVENANT

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of \_\_\_\_\_," "partnership":] Youth Development Systems, Inc., a corporation of the state of New Mexico

whose address is 6306 Central Ave., SW, Albuquerque, NM, 87105 ("Owner"), 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. The Owner is the owner of the following described real property located at [give legal description, and street address:] See Exhibit "A-1" for current recording data  
Lots 1 thru 12 Barellos Homes\*\*

\*\*Proposed Legal Description

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 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 Owner's sole expense in accordance with the standards, plans and specifications approved by the City:  
pursuant to Drainage File No. K-14/D61

see Exhibit "A-2"

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 the Owner's sole cost in accordance with the approved Drainage Report and plans. See Exhibit "A-3"

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 Owner herein; provided, however, 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 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 the 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: Youth Development, Inc.

By: [Signature]  
 Its: Vice President / Chief Administrative Officer  
 Dated: October 20, 1995

STATE OF New Mexico )  
 ) ss  
 COUNTY OF Bernalillo )

This instrument was acknowledged before me on 23rd day of October, 1995, by [name of person signing:] Rudy J. Chavez, [title or capacity, for instance, "President" or "Owner":] \_\_\_\_\_ of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] \_\_\_\_\_

[Signature]  
 Notary Public  
[Signature]

My Commission Expires: 3-29-97

CITY OF ALBUQUERQUE:

Accepted:

By: [Signature]  
 Title: For the City Engineer  
 Dated: 11-3-95

[EXHIBIT A ATTACHED]

1.

**Exhibit "A-1"**PARCEL 1:

Lots numbered One (1), Two (2) and Three (3) in Block numbered One (1) and Lots numbered One (1), Two (2) and Three (3) in Block numbered Two (2) of South Fifth Street Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on March 28, 1925, in Map Book C2, Folio 34.

PARCEL 2:

Lot Four (4) of Block One (1) of South Fifth Street Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on March 23, 1925, in Map Book C2, Folio 34, and Tracts 106-a-1, 106-c-1 and 106-d-2-a of M.R.G.C.D. Property Map No. 40.

PARCEL 3:

Tracts 106A2, a portion of 106C-2 and 106D2B of M.R.G.C.D. Property Map No. 40.

PARCEL 4:

A Tract of land situate within the City of Albuquerque, New Mexico, being a southerly portion of a Vacated Alley measuring 16 feet in width from north to south lying adjacent to the south boundary of Lot 19, Block W, Atlantic and Pacific Addition filed on November 25, 1881, and extending from the easterly right-of-way line of Barelás Road SW to a southerly extension of the west boundary of Lot 12, Block W, Atlantic and Pacific Addition as vacated by Case V-484, Ordinance Number 2602, adopted on November 10, 1964.

PARCEL 5:

A Tract of land situate within the City of Albuquerque, New Mexico being a portion of a vacated alley measuring 16 feet in width from north to south lying adjacent to the south boundary of Lots 10, 11 and 12, Block W, Atlantic and Pacific Addition filed on November 25, 1881, extending easterly from the southerly extension of the west boundary of Lot 12, Block W, Atlantic and Pacific Addition to the northerly extension of the west right-of-way line of the vacated 25 foot alley between Blocks 1 and 2 of the South Fifth Street Addition, both alleys as vacated by Ordinance V-95-19/DRB 94-325, approved March 14, 1995.

PARCEL 6:

A Tract of land situate within the City of Albuquerque, New Mexico being a vacated alley measuring 25 feet in width from east to west and lying adjacent to Blocks 1 and 2 of the South Fifth Street Addition, as vacated by Ordinance V-95-19/DRB 94-325 approved March 14, 1995.

2.

**Exhibit "A-2"**

- An impermeable wall along the perimeter of the subdivision; Top of Wall Elevation - 4948.5.
- All lots shall be graded to elevation 4947.0. House pads and the centerline of Bazan Court shall be set at 4948.5, one foot above the 100-year 10-day water surface elevation of 4947.5. Sidewalks shall be located above the 100-year 10-day water surface elevation of 4947.5.
- For the detailed Grading & Drainage Plan see Sheet 3 of 6 City of Albuquerque Project #5299.90, Barelas Homes.

Individual property owners responsible for acceptance of public street flows, and assurance of no cross-lot drainage.

3.

**Exhibit "A-3"**

In particular, the Owner shall maintain grades, concrete walls, and drainage on each individual lot so that runoff from any on-lot source will remain within the lot, accumulating away from building foundations, perimeter walls, sidewalks and streets. The owner may install landscaping designed to increase the rate of percolation and evaporation.

The Owner may install lot irrigation systems, watering systems, or water using appliances, appurtenances, or equipment within each individual lot provided that any such system or equipment shall be designed, installed, and maintained to prevent overflow and runoff on to adjacent property. Irrigation from surface ditches or laterals of the Middle Rio Grande Conservancy District or its successors or assigns is not permitted within the Property.

The Owner shall construct, or cause to be constructed, all structures intended for human habitation within the Property such that the minimum finish floor elevation for the lower, or ground level floor, of each such structure is 4948.83 feet above sea level.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

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DMcClen



P. 97061387

4309

5299.80

PRIVATE FACILITY  
DRAINAGE COVENANT

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of \_\_\_\_\_," "partnership":] YOUTH DEVELOPMENT INC., a corporation of the State of

New Mexico

whose address is 6306 Central Ave., SW, Albuquerque, NM, 87105 ("Owner"), 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. The Owner is the owner of the following described real property located at [give legal description, and street address:] Lots 1 thru 12 Barelas Homes (SEE EXHIBIT "A-1" FOR CURRENT RECORDING DATA. \*\*

\*\* Proposed Legal Description.

in Bernalillo County, New Mexico (the "Property").

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Drainage File No. K-14/D61

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3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at the Owner's sole cost in accordance with the approved Drainage Report and plans. SEE EXHIBIT "A-3"

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88F

APPROVED AS TO FORM  
LEGAL DEPT. 8/19/88

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 Owner herein; provided, however, 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 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.

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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]  
Its: Vice-President/Chief Operations Officer  
Dated: June 10, 1997

STATE OF New Mexico )  
COUNTY OF Bernalillo ) SS

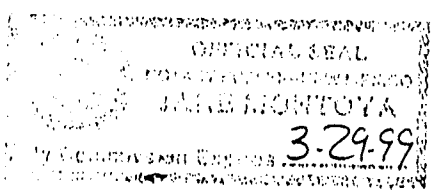
This ~~The foregoing~~ instrument was acknowledged before me ON  
10th day of June, 1997, by [name of person signing:]  
RUDY CHAVEZ, [title or capacity, for instance,  
"President" or "Owner":] Vice President of [name of  
the entity which owns the Property if other than the individual  
signing, for instance, the name of the corporation, partnership,  
or joint venture:] Yara Dev. Inc.

[Signature]  
Notary Public

My Commission Expires:  
3-29-99

CITY OF ALBUQUERQUE:

Accepted:



By: [Signature]  
Title: For the City Engineer  
Dated: 6-13-97

[EXHIBIT A ATTACHED]

1.

**Exhibit "A-1"****PARCEL 1:**

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**PARCEL 3:**

Tracts 106A2, a portion of 106C-2 and 106D2B of M.R.G.C.D. Property Map No. 40.

**PARCEL 4:**

A Tract of land situate within the City of Albuquerque, New Mexico, being a southerly portion of a Vacated Alley measuring 16 feet in width from north to south lying adjacent to the south boundary of Lot 19, Block W, Atlantic and Pacific Addition filed on November 25, 1881, and extending from the easterly right-of-way line of Barelvas Road SW to a southerly extension of the west boundary of Lot 12, Block W, Atlantic and Pacific Addition as vacated by Case V-484, Ordinance Number 2602, adopted on November 10, 1964.

**PARCEL 5:**

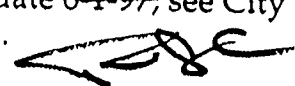
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- An impermeable wall along the perimeter of the subdivision;  
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- All lots shall be graded to elevation 4947.3. Finish Floors shall be set at 4949.1, one foot above the 100-year 10-day water surface elevation of 4948.1. Sidewalks shall be located above the 100-year 10-day water surface elevation of 4948.1.
- For the Certified Grading & Drainage Plan date <sup>6-10-97</sup>~~6-1-97~~, see City of Albuquerque Hydrology File (K-14/D61). 

Individual property owners are responsible for acceptance of public street flows.

3.

## Exhibit "A-3"

In particular, the Owner shall maintain grades, concrete walls, and drainage on each individual lot so that runoff from any on-lot source will remain within the lot, accumulating away from building foundations, perimeter walls, sidewalks and streets. The owner may install landscaping designed to increase the rate of percolation and evaporation.

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STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

97 JUN 17 PM 2:30

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