

Q 95130351

0614

K15-D31

**PRIVATE FACILITY
DRAINAGE COVENANT**

a New Mexico Corporation

This Drainage Covenant, between Central United Methodist Church, ~~an individual~~ ("Owner"), whose address is 1615 Copper Avenue, NE, Albuquerque, New Mexico 87106, 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. The term "Owner" shall include the successors and assigns of Central United Methodist Church.

1. **Recital:** The Owner is the owner of the following described real property located on Copper Avenue, NE, Albuquerque, New Mexico 87106, more particularly described as Tract C-1-A-1 in Blocks 15 & 16 and Lot No. 3-A in Block 15 of the Brownell & Lail's Highland Addition, as shown on the Plat of said Addition filed in the office of the Clerk of Bernalillo County, New Mexico on April 29, 1988, in Volume C36, Folio 98.

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to maintain a certain 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 of Drainage Facility.** The Owner shall maintain 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. K15-D31.

Removal of dirt, trash, debris, etc. at type "D" drainage inlet in order to keep inlet open for storm waters.

Maintenance & repair of existing and new asphalt surfaces within the drainage area with no disturbance of established grades; and

Property owner's responsible for acceptance of public street flows, and assurance of no cross-lot drainage.

The Drainage Facility is more particularly described on City Standard Drawing 2206. See Exhibit "A".

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. In particular, the Owner shall maintain grades and drainage in the drainage area 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, appliances, or equipment within the property provided that any such system or equipment shall be designed, installed, and maintained to prevent overflow and runoff on to adjacent property. Irrigation

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0615

from surface ditches or laterals of the Middle Rio Grande Conservancy District or its successors or assigns is not permitted within the Property.

4. **Benefit to Property.** The Owner acknowledges and understands that the Drainage Facility required here to be maintained 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, successors and assigns to maintain the Drainage Facility in accordance with acceptable City standards.

6. **Liability of City.** The Owner understands and agrees that the City shall not be liable to the Owner, its successors or assigns, or to any third parties for any damages resulting from the Owner's failure to 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 or to cause damage to public or private property. The Owner, its successors and assigns agree 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 directions 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 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 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 with respect to this subject matter and supercedes 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.

OWNER:

By:

Title: Vice-Chair TrusteesDated: 12-21-95

STATE OF New Mexico) SS
COUNTY OF Bernalillo) SS

The foregoing instrument was acknowledged before me this 21 day of December, 1995,
by B. J. Dunn Vice Chair Trustees of
(name of person) (title or capacity)
Central United Methodist Church.



OFFICIAL SEAL
MARVIE L. BARBER
NOTARY PUBLIC, STATE OF NEW MEXICO
My Commission Expires January 24, 1999

Mary L. Barber
Notary Public

My Commission Expires:

January 24, 1999

CITY OF ALBUQUERQUE:

Approved:

By:

Title:

Dated:

Frank J. [Signature]
the City Engineer
12/21/95

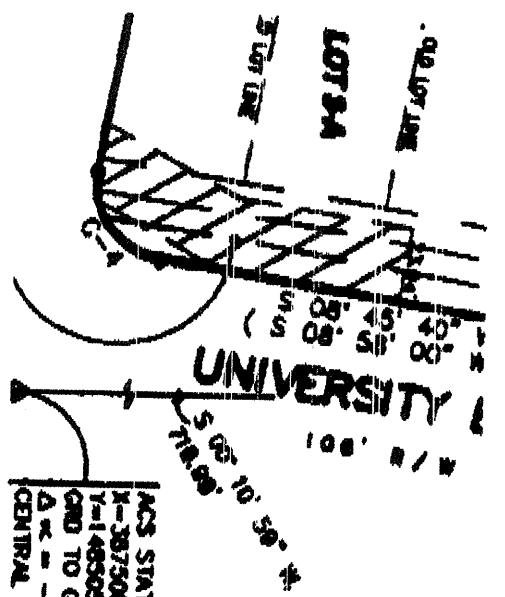
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

95 DEC 21 PM 2:52

9531 0614-0621

100-2

0010



APPROVAL AND CONDITIONAL ACCEPTANCE AS SPECIFIED BY THE ALBUQUERQUE SUBDIVISION ORDINANCE, ARTICLE XI OF CHAPTER 7 OF THE REVISED ORDINANCES OF ALBUQUERQUE, NEW MEXICO.



CITY PLANNER, ALBUQUERQUE/BERNALILLO COUNTY PLANNING DIVISION

ACS STATION 2-M15
K-387500.39
Y-1483051.08
GRID TO GRID-Q.99900083
Δ = -00° 12' 36"
CENTRAL ZONE, NAD 1927

PRIVATE ACCESS EASEMENT VACATED BY VACATION ACTION V-95-62

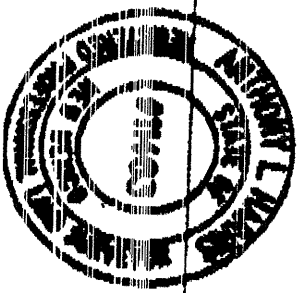
SURVEYORS CERTIFICATE

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

I, ANTHONY L. HARRIS, A DULY PROFESSIONAL LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEY OF THE ALBUQUERQUE SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GIVEN UNDER MY HAND AND SEAL AT ALBUQUERQUE, NEW MEXICO, THIS 28th DAY OF APRIL, 1995.

Anthony L. Harris
ANTHONY L. HARRIS, P.S. 11263



DATE

6-11-95
DATE

A NOTARY PUBLIC
SEE ME THIS 11 DAY

HARRIS SURVEYING, INC.
2412-D MONROE STREET N.E.
ALBUQUERQUE, NEW MEXICO 87110

PHONE (505) 889-8056

1
2
3
4

DISCLOSURE STATEMENT:

THE PURPOSE OF THIS PLAT IS TO VACATE THE CUL-DE-SAC (PINE ST. N.E.) AND LOT 3A AND COMBINE THEM INTO ONE (1) TRACT.

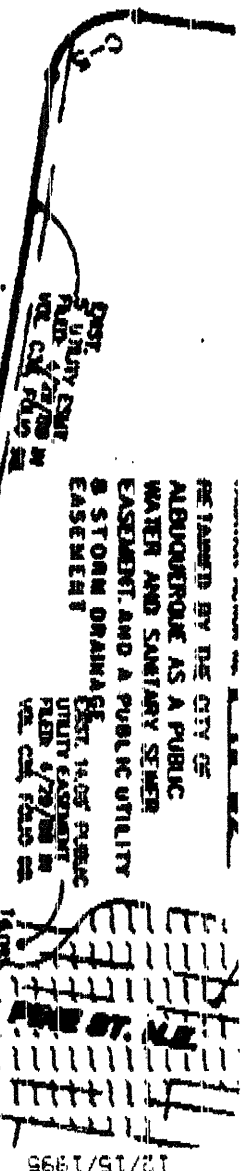
GENERAL NOTES:

- 1: UNLESS NOTED, NO.4 REBAR WITH CAP STAMPED P.S.#11463 WERE SET AT ALL PROPERTY CORNERS.
- 2: THIS PLAT SHOWS ALL EASEMENTS OF RECORD.
- 3: TOTAL AREA OF PROPERTY: 1.3794 ACRES.
- 4: TALOS LOG NO. 95042708540095
- 5: BASIS OF BEARINGS IS THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD, 1927.
- 6: BEARINGS ARE GRID, DISTANCES ARE GROUND.
- 7: DRG CASE NO. 95 - 200
- 8: SHOWN IN PARENTHESES ARE RECORD.
- 9: PRIOR TO DEVELOPMENT, CITY OF ALBUQUERQUE WATER AND SANITARY SEWER SERVICE TO TRACT C-1-A-1 MUST BE VERIFIED AND COORDINATED WITH THE PUBLIC WORKS DEPARTMENT, CITY OF ALBUQUERQUE, VIA A REQUEST FOR A WATER AND SANITARY SEWER AVAILABILITY STATEMENT.

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

NUMBER OF RECORD: _____

MEASURER'S OFFICE: _____



RE TAINED BY THE CITY OF
ALBUQUERQUE AS A PUBLIC
WATER AND SANITARY SEWER
EASEMENT AND A PUBLIC UTILITY
STORM DRAINAGE
EASEMENT
N 81° 02' 07" W. 437.74'
(N 81° 02' 00" W. REC)
COPPER AVE. N.E.
60' R/W

CURVE DATA				
NO.	RADIUS	DELTA	ENGIN	CORD BEARING, LENGTH
C-1	25.00'	35° 37' 54"	14.84'	S. 64° 08' 11" E. 14.45'
C-2	41.00'	102° 12' 35"	73.16'	N. 81° 31' 00" E. 63.62'
C-3	1574.60'	05° 17' 18"	90.37'	S. 10° 24' 10" W. 90.36'
C-4	25.00'	90° 12' 15"	39.36'	S. 33° 55' 45" W. 35.42'
C-5	25.00'	88° 58' 48"	39.28'	N. 36° 02' 45" E. 35.35'
C-6	25.00'	90° 07' 41"	39.33'	N. 54° 00' 52" E. 35.40'

OFFICIAL SEAL
MARVLE J. BARBER
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary bond filed with Secretary of State
My Commission Expires 12/15/1999

FREE CONSENT

THE SUBMISSION HEREON DESCRIBED IS AND IN ACCORDANCE WITH THE DESIRES OWNERS AND PROPRIETOR THEREOF. SAI DOES HEREBY GRANT ANY AND ALL EAS CREATED BY THIS PLAT.

A.T. DUKA

ACKNOWLEDGEMENT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
ON 11/15/95 19 95
AT Albuquerque, New Mexico
MY COMMISSION EXPIRES 12/15/1999



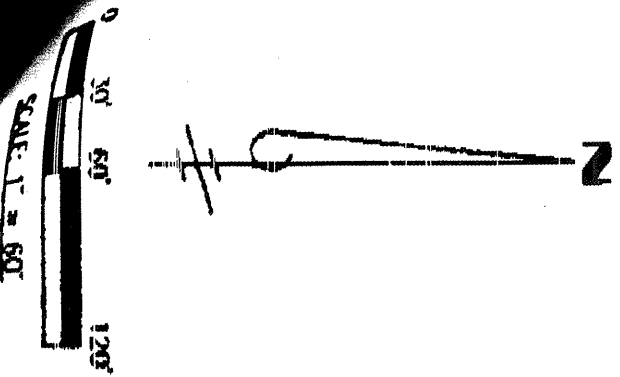
12/15/1995 14:11 505-275-3527

10-31-95

~~0796~~



VICINITY MAP
ZONE MAP NO. K-15



ASH STREET N.E.
(N 08° 58' 00" E, 240.00' REC.)
N 08° 58' 41" E, 250.56'



LEGAL DESCRIPTION:

TRACT LETTERED C-ONE-A (C-1-A) IN BLOCKS NUMBERED AND SIXTEEN (16) AND LOT NUMBERED THREE-A (3-A) OF FIFTEEN (15) OF THE PLAT OF TRACT C-1-A BLOCKS 15 BLOCK 15, BROWNELL & LUE'S HIGHLAND ADDITION, A/E AS THE SAME ARE SHOWN AND DESIGNATED ON THE PL. A. OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, N 1988 IN VOLUME C36, FOLIO 98.

962+

TRACT C-1-A

TUERAS AVE. N.E.
(S 81° 07' 02" E, REC.)
S 80° 55' 38" E, 282.51'

Dist. 5' URBAN DIST.
R/W 4' 7/8" in
VOL. C47, FOLIO 11

Dist. 15' PUE.
R/W 4' 7/8" in
VOL. C47, FOLIO 11

TRACT C-1-A-1
3.3794 AC.

Dist. 34' PUBLIC
R/W 4' 7/8" in
VOL. C47, FOLIO 11

Dist. 34' PUBLIC
R/W 4' 7/8" in
VOL. C47, FOLIO 11



D. Mark Goodwin & Associates, P.A.
Consulting Engineers and Surveyors

PROJECT Central UMC
SUBJECT Drainage
BY MG DATE 10/25/95
CHECKED _____ DATE _____
SHEET 1 OF 1

Storm drain receives 1.7 cfs via 5 inlets.
Worst case = 0.4 cfs to inlet in new
courtyard.

Because depth will be low, inlet will
function as a weir.

$$Q = CLH^{3/2}$$

$$C = 2.9$$

$$L = 3.27 \text{ S.F. (circumference)}$$

$$\Rightarrow H = 2.34 \text{ in. more than adequate}$$

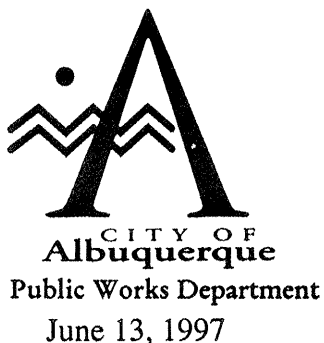
Per Manning:

$$Q_c \text{ for } 6" = 1.3 \text{ cfs}$$

$$Q_c \text{ for } 10" = 1.7 \text{ cfs}$$

$$Q_{18} = 10 \text{ cfs}$$

All lines are adequate



Martin J. Chávez, Mayor

Robert E. Gurulé, Director

Mark Goodwin
Mark Goodwin and Associates
P.O. Box 90606
Albuquerque, New Mexico 87199

**RE: Engineer's Certification for Central United Methodist Church (K15-D31) Received
June 4, 1997**

Dear Mr Goodwin:

The above Engineer's Certification dated June 3, 1997 is approved.

If you have any questions please call me at 924-3984.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carlos A. Montoya'.

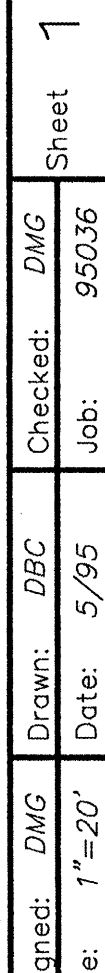
Carlos A. Montoya
Project Manager

c: Andrew Garcia
File

Good for You, Albuquerque!

P.O. Box 1293, Albuquerque, New Mexico 87103





Design Approval	HYDROLOGY SECTION	DATE
Inspection Approval	CONSTRUCTION SECTION	DATE
Acceptance	CONSTRUCTION/SECTION/PERMITS	DATE

