

ArcMap

#1

PRIVATE FACILITY DRAINAGE COVENANT

Project No. M16-004 **0037**

10-15-2012

This Drainage Covenant ("Covenant"), between **Herbert A. Pluemer and Barbara A. Pluemer, husband and wife** [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 New Mexico", or "partnership"] ("Owner"), whose address is **2646 Baylor SE, Albuquerque, NM 87103**, 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 current owner of the following described real property located at [give legal description including recording information, and street address]

Lots 13-A, 1-D-3, and 1-D-4, Block 1, Airport Industrial Park, recorded on April 10, 1974, in the records of the Clerk of Bernalillo County, New Mexico, in Volume C-9, Folio 174, as Document No. 1974003441 in Bernalillo County, State 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: **retention pond and drainage pipe.**

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.

Doc# 2013015628

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COV R: \$25.00 M. Toulouse Oliver, Bernalillo County



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.

Lots 13-A, 1-D-3, and 1-D-4, Block 1, Airport Industrial Park owners:

By: [Signature] Herbert A. Pluemer
Dated: 9/27/12

By: [Signature] Barbara A. Pluemer
Dated: 9-27-12

CITY OF ALBUQUERQUE:

Accepted:
By: [Signature]
Robert J. Perry,
Chief Administrative Officer
Dated: 10/16/12

[Signature]
10-15-12

Approved:
By: [Signature]
City Engineer
10-8-2012

Lots 13-A, 1-D-3, and 1-D-4, Block 1, Airport Industrial Park
OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 27 day of September 2012, by Herbert A. Pluemer and Barbara A. Pluemer, husband and wife, owners of Lots 13-A, 1-D-3, and 1-D-4, Block 1, Airport Industrial Park.

(SEAL)
My Commission Expires:
3/13/16

[Signature]
Notary Public



CITY'S ACKNOWLEDGMENT

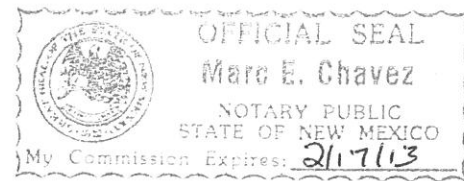
STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 16th day of
October 2012, by Robert J. Perry, Chief Administrative Officer of the City
of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

(SEAL)

My Commission Expires:
2/17/13

Marc E. Chavez
Notary Public



(EXHIBIT A ATTACHED)

Bernalillo County, NM
One Civic Plaza NW
P.O. Box 542
Albuquerque, NM 87102

Receipt: 0435952

Product	Name	Extended
TERM	Termination	\$25.00
	# Pages	2
	Document #2013015626	
	# Of Entries	0
	In Person/Interested Person	false
TERM	Termination	\$25.00
	# Pages	1
	Document #2013015627	
	# Of Entries	0
	In Person/Interested Person	false
COV	Covenant	\$25.00
	# Pages	5
	Document #2013015628	
	# Of Entries	0
	In Person/Interested Person	false
Total		\$75.00
Tender (Check)		\$75.00
Check# 3200		
Paid By ACMI-INC		

Thank You!

2/11/13 2:02 PM jlmaraz

Plat No. _____
Approved _____
Zone Atlas Index No. M-16-2
Date of Survey, NOV. 1961

3441

State of New Mexico) SS
County of Bernalillo)
This instrument was filed for record on
APR 20 1974
At _____, m. Recorded in Vol. _____
of records of said County Clerk
Clerk: S. Acosta
Deputy Clerk

REPLAT OF LOTS 1-D, 12, AND 13 OF BLOCK 1 OF AIRPORT INDUSTRIAL PARK

NOW COMPRISING LOTS 1-D-1, 1-D-2, 1-D-3,
1-D-4, 12-A, AND 13-A OF BLOCK 1
AIRPORT INDUSTRIAL PARK

ALBUQUERQUE, NEW MEXICO
APRIL, 1974

DESCRIPTION

The replat of that certain parcel of land comprising all of Lots 1-D, 12, and 13 of Block 1 of Airport Industrial Park, Albuquerque, New Mexico, as the same is shown and designated on the plat entitled "AMENDED, CORRECTED AND REVISED PLAT, AIRPORT INDUSTRIAL PARK, BEING A REPLAT OF YALE VILLAGE FIRST AND YALE VILLAGE SECOND ADDITIONS TOGETHER WITH VACATED UN-PLATTED LANDS, ALBUQUERQUE, NEW MEXICO" filed in the office of the County Clerk for Bernalillo County, New Mexico on December 29, 1972 as Page 78 of Book D5.

Surveyed, replatted and subdivided and now comprising all of lots 1-D-1, 1-D-2, 1-D-3, 1-D-4, 12-A, and 13-A of Block 1, Airport Industrial Park, Albuquerque, New Mexico.

FREE CONSENT, DEDICATION

The subdivision of the land hereon described is with free consent and in accordance with the desires of the undersigned owner and proprietor thereof, and said owner and proprietor does hereby dedicate the public rights of way shown hereon, together with all easements shown on this plat. Power and communication easements are reserved where shown by dashed lines, being 14 feet in width centered on the rear lot lines and 10 feet in width centered on the side lot lines, except as noted, including the right of ingress and egress and the right to trim interfering trees. Anchor easements are ten (10) feet wide and thirty (30) feet long where shown. Easements for overhead, underground, and buried service wires, not shown, are also included on each lot shown hereon, together with the right of ingress and egress to and from said easements, and the right to trim interfering trees thereon. Any drainage easements shown hereon are also easements for underground sewer and water lines.

DEVELOPER:

Sunport Industrial Park, Inc.
209 Palomas N.E.
Albuquerque, New Mexico

John J. McMullan Attest *F.A. Lewis*
John J. McMullan - President F.A. Lewis - Secretary

STATE OF NEW MEXICO) SS
COUNTY OF BERNALILLO)

On this 9th day of APRIL, 19 74 the foregoing instrument was acknowledged before me.

My commission expires on the 10th day of FEB, 19 78.

Ralph K. Hicks
Notary Public



**McINTIRE
&
QUIROS
SOUTHWEST**

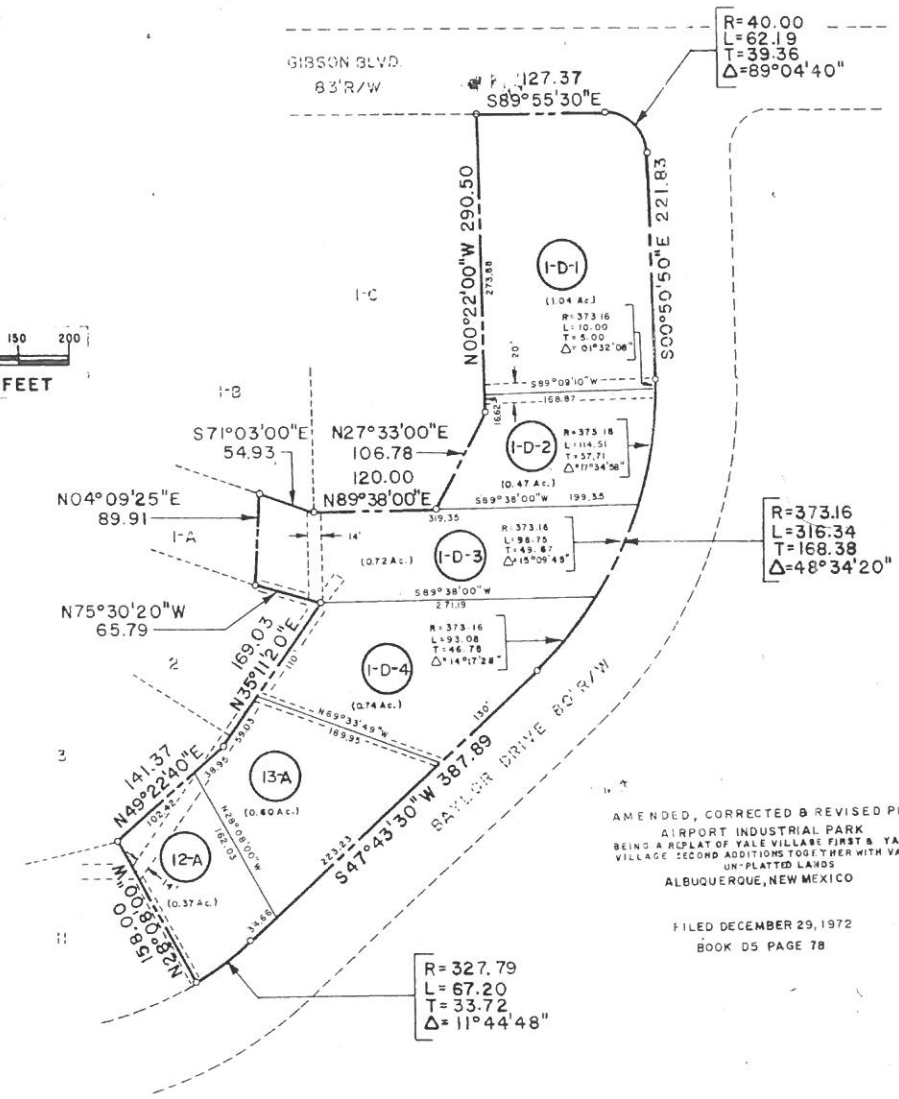
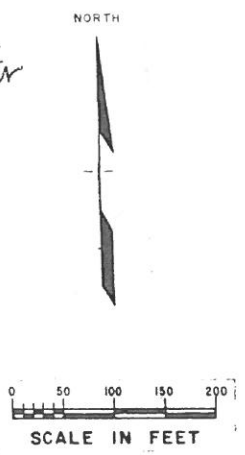
LAND PLANNING
CIVIL ENGINEERING
SURVEYING

1074 CANCELLATION NO. 8-1 ALBUQUERQUE, NEW MEXICO 87102 (505) 244-1177
1015 AND 1016 NORTH 10TH AVENUE, SUITE 101, ALBUQUERQUE, NEW MEXICO 87102

Vern C. Hagan by Thomas R. Packer
4-9-74 M-16
5-14-111 (60)

AMENDED, CORRECTED & REVISED PLAT
AIRPORT INDUSTRIAL PARK
BEING A REPLAT OF YALE VILLAGE FIRST & YALE
VILLAGE SECOND ADDITIONS TOGETHER WITH VACATED
UN-PLATTED LANDS
ALBUQUERQUE, NEW MEXICO

FILED DECEMBER 29, 1972
BOOK D5 PAGE 78



AMENDED, CORRECTED & REVISED PLAT
AIRPORT INDUSTRIAL PARK
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UN-PLATTED LANDS
ALBUQUERQUE, NEW MEXICO

FILED DECEMBER 29, 1972
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INFORMATION

Outstanding pro rata charges for water and sewer installations are
\$216.79 as of 4/9, 1974.
The previous 10 years' property taxes, to and including 1973,
are paid.

RIO GRANDE TITLE CO. *By Anselmo J. Montoya*

SURVEY

I, under the laws of New Mexico, certify that I am a Registered Land Surveyor and that this plat was prepared by me or under my supervision, shows all easements of record, meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

Ralph K. Hicks
Ralph K. Hicks
NMLS NO. 3307
April 4, 1974

1974003441

C9-174