

Louis Gordon
Planning & Zoning Administrator

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COVENANT AGREEMENT

Pavement of Public Alleyway

This Covenant executed this _____ day of _____, 20____ by _____, hereinafter "Owner(s)" of Lot _____, Block _____ of the _____ Addition to the City of Clovis, Curry County, New Mexico.

WHEREAS, the City of Clovis is the owner of a dedicated alley adjacent to Lot _____, Block _____ of the _____ Addition (Subdivision) in the City of Clovis, Curry County, New Mexico and,

WHEREAS, owner is the titled fee owner of the described lot or parcel; and

WHEREAS, owner desires to pave the City owned public alley immediately adjacent to Owner's described lot, and Owner agrees that for the life of the pavement, Owner, its successors and assigns, will be responsible for the costs of removal and replacement of the paving if required by the City or any utility company which has a duly authorized franchise from the City of Clovis.

WHEREFORE, owner Covenants and agrees as follows:

1. Owner will pay the full cost of installation and construction of the paving of the dedicated public alley adjacent to the above property.
2. The pavement shall be designed and constructed in accordance with the requirements of the City of Clovis.
3. In the event it becomes necessary to remove and/or replace the paving for maintenance, installation, repair, or replacement of any utility service by the City or any duly authorized franchisee of the City during the useful life of the paving, Owner stipulates and agrees to pay for the full cost of removal and replacement.
4. Owner stipulates and agrees to promptly and within thirty (30) days pay all removal and replacement costs upon notice from the City of any duly franchised utility company.

5. Owner stipulates and agrees that if payment is not made within the time prescribed, the City of Clovis shall be authorized and empowered to impose a municipal lien on Owner's property in a manner prescribed by law and ordinances of the City of Clovis which indebtedness and lien will accrue interest provided by City ordinance. Further, the municipal lien may be foreclosed in the manner provided by law.
6. Owner agrees to comply with all regulations and procedures established by the City of Clovis for implementation of the procedures necessary to carry out the terms of this Covenant.
7. This Covenant shall be binding upon the undersigned Owner(s)a, its successors and assigns.
8. Owner agrees and stipulates that the original Covenant shall be recorded in the real estate records of Curry County and upon recording shall become a Covenant on the described property of Owner which shall be deemed to run with the land and is intended to impose an obligation and Covenant upon the described property until released by the City of Clovis.

 Owner Name (print)

 Owner Signature

 Address

 City State Zip

STATE OF NEW MEXICO

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} **SS.**

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COUNTY OF CURRY

Acknowledged the foregoing instrument before me on this _____ day of _____,
20_____.

(SEAL)

 Notary Public