

# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 6, 1998

## **CERTIFICATE OF COMPLETION AND ACCEPTANCE**

Robert M. Murphy  
President  
Sandia Properties Ltd. Co.  
10 Tramway Loop N.E.  
Albuquerque, NM 87122

**RE: SHENANDOAH ESTATES PHASE 2; CITY PROJECT NO. 4832.91; M.P. NO. C-11,12**

Dear Mr. Murphy:

This is to certify that the City of Albuquerque accepts the construction of the infrastructure provided in the Work Order Construction Plans, City Project No. 4832.91 in compliance with the completion of the required public infrastructure listed in the Subdivision Improvements Agreement (SIA) between Sandia Properties Ltd. Co. and the City of Albuquerque executed on April 30, 1996.

Having satisfied the requirements referenced above, the SIA and any associated Financial Guaranty, held by the City, can now be released. The Contractors one-year warranty period started at the date of acceptance by the Chief Construction Engineer, dated March 13, 1997.

Please be advised this Certificate of Completion and Acceptance shall only become effective upon final plat approval and filing in the office of the Bernalillo County Clerk's Office.

Should you have any questions or issues regarding this project, please contact me.

Sincerely,

Ricardo B. Roybal, P.E.  
City Engineer  
Dev. & Bld. Services Div.  
Public Works Department

# COMMUNITY SCIENCE CORPORATION

P.O. Box 1328  
CORRALES, NEW MEXICO 87048

(505) 897-0000

## LETTER OF TRANSMITTAL

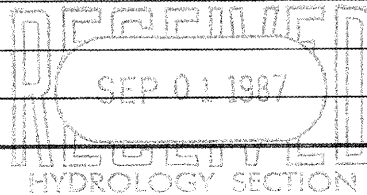
DATE	8/31/87	JOB NO.	73-46-062
ATTENTION	ROGER GREEN		
RE:	SHENANDOAH UNIT 6 (PROJECT # 3336)		

TO HYDROLOGY SECTION  
PUBLIC WORKS / ENGINEERING  
CITY OF ALBUQUERQUE

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via \_\_\_\_\_ the following items:

- ☐ Shop drawings    ☐ Prints    ☐ Plans    ☐ Samples    ☐ Specifications  
☐ Copy of letter    ☐ Change order    ☒ SEE BELOW

COPIES	DATE	NO.	DESCRIPTION
1		1.	DRAINAGE INFORMATION SHEET
1		2.	GRDDING & EROSION CONTROL PLANS (SHEETS 3, 4, 5 and 6 OF THE CONSTRUCTION DRAWINGS)



THESE ARE TRANSMITTED as checked below:

- ☒ For approval    ☐ Approved as submitted    ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your use    ☐ Approved as noted    ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested    ☐ Returned for corrections    ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment    ☐ \_\_\_\_\_  
☐ FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS DRAWINGS HAVE BEEN CHANGED TO ADDRESS YOUR  
COMMENTS. UNLESS I HEAR DIFFERENT I WILL  
DROP BY ABOUT 3:30pm TOMORROW TO GET  
MY LARS SIGNED FOR ROUGH GRADING APPROVAL.

Signed *[Signature]*  
9/1/87 *[Signature]*

COPY TO FILES

SIGNED:

*Michael J. Yeast*

## EASEMENT

08790754

This grant of Easement, 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 X," "partnership":] Paseo Del Norte Joint Venture, a New Mexico General Partnership

("Grantor"), whose address is P.O. Box 3300, Albuquerque, NM 87190,

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 Grantor signs this Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Parcel H-8, Riverview in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a permanent easement ("Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] drainage, access and sanitary sewer.

The Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Easement on the ground.]

The grant of the Easement includes the right of the City to enter upon the Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Easement is not a gift or donation.

This Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Warranty. Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good

(Approved by Legal Dept.  
as to form only-6/1/86)

lawful right to convey the Property or any part thereof, that the Property is free from all encumbrances except encumbrances of record and taxes due and owing the Treasurer of Bernalillo County, and that the Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

4. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the land for the benefit of the City and its successors and assigns until terminated.

5. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Easement and the Property.

6. Form Not Changed. Grantor agrees that changes to this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

Approved:

By:

Title:

Dated:

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

GRANTOR:

By:

Its:

Dated:

*See Attached*

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by [name of person signing:] \_\_\_\_\_ [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:] \_\_\_\_\_.

Notary Public

My Commission Expires:

(Approved by Legal Dept.  
as to form only-6/1/86)

GRANTOR:

PASEO DEL NORTE JOINT VENTURE  
A NEW MEXICO GENERAL PARTNERSHIP

BY: RIVERVIEW INVESTORS, LTD.  
A NEW MEXICO LIMITED PARTNERSHIP  
MANAGING PARTNER

BY: BELLAMAH COMMUNITY DEVELOPMENT,  
A NEW MEXICO GENERAL PARTNERSHIP,  
ITS SOLE GENERAL PARTNER


BY:   
D.T. ROBERTSON, SENIOR VICE-PRESIDENT  
AND REGIONAL MANAGER

State of New Mexico )  
County of Bernalillo) SS

The foregoing instrument was acknowledged before me this 16<sup>th</sup>  
day of June, 1987, by D.T. Robertson, Senior Vice  
President and Regional Manager of Bellamah Community  
Development, a New Mexico general partnership.

My commission expires: 6-5-90



  
NOTARY PUBLIC  
OFFICIAL SEAL  
JANE L. BORKEY  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Public Filed with Secretary of State  
My Commission Expires 6-5-90

## LEGAL DESCRIPTION

625

## UTILITY, DRAINAGE, AND ACCESS EASEMENT

THAT CERTAIN STRIP OF LAND SITUATE WITHIN PARCEL H-8, RIVERVIEW SUBDIVISION AS THE SAME IS SHOWN ON THE PLAT FILED JUNE 27, 1986 IN BOOK C-30, FOLIO 178 IN THE OFFICE OF THE BERNALILLO COUNTY CLERK, BERNALILLO COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR A TIE AT THE SOUTHWESTERLY CORNER OF THE AFOREMENTIONED PARCEL H-8, A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CALLE NORTENA N.W., THENCE  $N81^{\circ}38'15''E$ , 558.81 FEET, TO A POINT ON CURVE ON THE NORTHERLY RIGHT OF WAY LINE OF CALLE NORTENA N.W., AND TRUE POINT OF BEGINNING BEING ON THE CENTERLINE OF THE EASEMENT HEREIN DESCRIBED, A STRIP OF LAND 68.00 FEET IN WIDTH ( FOR THE NEXT FOUR COURSES ) LYING 34.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF CALLE NORTENA N.W. AT SAID TRUE POINT OF BEGINNING,  $N18^{\circ}35'13''W$  150.67 FEET TO A POINT OF CURVATURE, THENCE;

NORTHWESTERLY 1,219.36 FEET ALONG THE ARC OF A CURVE BEARING TO THE LEFT WITH A RADIUS OF 1,700.00 FEET, A CENTRAL ANGLE OF  $41^{\circ}05'48''$ , AND A CHORD WHICH BEARS  $N39^{\circ}08'07''W$  1,193.39 FEET, TO A POINT OF TANGENCY, THENCE;

$N59^{\circ}41'01''W$  191.87 FEET TO A POINT OF CURVATURE, THENCE;

NORTHWESTERLY 249.63 FEET ALONG THE ARC OF A CURVE BEARING TO THE RIGHT WITH A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF  $24^{\circ}52'28''$ , AND A CHORD WHICH BEARS  $N47^{\circ}14'47''W$  247.68 FEET, TO A POINT ON CURVE, THENCE;

THE EASEMENT HEREIN DESCRIBED BECOMES 50.00 FEET IN WIDTH LYING 25.00 FEET ON EITHER SIDE OF THE CENTERLINE AND CONTINUES  $S55^{\circ}11'27''W$  86.96 FEET, TO A POINT OF CURVATURE, THENCE;

SOUTHWESTERLY 183.53 FEET ALONG THE ARC OF A CURVE BEARING TO THE LEFT WITH A RADIUS OF 478.40 FEET, A CENTRAL ANGLE OF  $21^{\circ}58'49''$ , AND A CHORD WHICH BEARS  $S44^{\circ}12'03''W$  182.41 FEET, TO A POINT OF TANGENCY, THENCE;

$S33^{\circ}12'38''W$  159.03 FEET, TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF THE AFOREMENTIONED PARCEL H-8, AND THE TERMINUS OF THE EASEMENT HEREIN DESCRIBED.

SEE ATTACHED EXHIBIT "A"

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1987 AUG 28 PM 1:38

M5528A PG 622-632

GLADYS M. DAVIS  
CO. CLERK & RECORDER  
B. R. M. DEPUTY

## 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 X," "partnership":]

Paseo del Norte Joint Venture, a New Mexico general partnership  
 ("Owner"), whose address is 6121 Indian School N.E.,  
Albuquerque, New Mexico 87110, 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 Easement.

1. Recital. Owner is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Parcel H-8 of Riverview  
Subdivision 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:  
Temporary rip-rap erosion control as indicated on City approved  
Drainage Report

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 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 12, 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 then 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.

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. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's use of the Drainage Facility and the Property.

9. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and Owner's covenants released by the City following by the City's mailing to the Owner notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or in the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

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 giving formal written notice to the Owner, Owner's address is:

Paseo del Norte Joint Venture

6121 Indian School N.E.

Albuquerque, New Mexico 87110

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 6 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving 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 7 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, his heirs, assigns and successors and on Owner's Property and constitute covenants running the Owner's Property until released by the City.

14. Entire Agreement. This agreement 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.

15. Changes to Agreement. Changes to this agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

18. Form Not Changed. Owner agrees that changes to the wording of this form are not binding upon the City unless initiated by the Owner and approved and signed by the City Legal Department in writing on this form.

OWNER:

By: 

Its: Sr. VP/Regional Mgr.

Dated: 6/16/87

(Approved by Legal Dept.  
as to form only-5/28/86)

STATE OF New Mexico )  
 ) ss  
 COUNTY OF Bernalillo )

16th The foregoing instrument was acknowledged before me this  
 day of June, 1987, by [name of person signing:]  
D.T. Robertson, [title or capacity, for instance,  
 "President" or "Owner":] Sr. VP/Regional Manager 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:] Paseo del Norte Joint Venture.

My Commission Expires:

6-5-90



Jane L. Dorkey  
 Notary Public  
 OFFICIAL SEAL  
 JANE L. DORKEY  
 NOTARY PUBLIC - STATE OF NEW MEXICO  
 Notary Public Filed with Secretary of State  
 My Commission Expires 6-5-90

CITY OF ALBUQUERQUE:

Approved:

By:

Title: CITY ENGINEER

Dated: 8-4-87

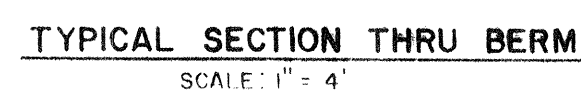
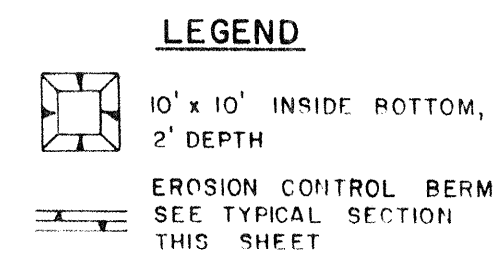
STATE OF NEW MEXICO  
 COUNTY OF BERNALILLO  
 FILED FOR RECORD

1987 AUG 28 PM 1:38  
 MS 258

PG 610-621  
 GLADYS N. DAVIS  
 CO. CLERK & RECORDER

(EXHIBIT A ATTACHED)

(Approved by Legal Dept.  
 as to form only-5/28/86)



N.T.S.

NOTE: PADS ARE TO BE 40' x 45'  
UNLESS OTHERWISE NOTED

*community  
sciences  
corporation*

LAND PLANNING      ENGINEERING      SURVEYING  
P.O. Box 1328      Corrales, N.M. 87048

RECEIVED  
SEP 01 1987  
HYDROLOGY SECTION

CITY OF ALBUQUERQUE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING GROUP

TITLE: SHENANDOAH UNIT 6

# EROSION CONTROL PLAN

DRAWING NO.	MAP NO. C-11	SHEET 5	OF 17
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[illegible]







