

✓
19.00

C19/P026

662781

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City"), a New Mexico municipal corporation whose address is P.O. Box 2248, Albuquerque, New Mexico 87103; D. R. Horton, Inc. ("User"), a Delaware corporation whose address is 4400 Alameda NE, Bldg. B, Albuquerque, New Mexico, 87113; and Adil Rizvi, Shakeel Rizvi and Esmail Haidaria (each of whom is a married man dealing in his sole and separate property) (together "Owner"), whose addresses are in c/o Adil Rizvil, 7049 Luella Anne NE, Albuquerque, New Mexico 87109, is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Parties, Properties and Purposes. The User is the fee owner of certain real property ("User's Property") in Albuquerque, New Mexico, and more particularly described as:

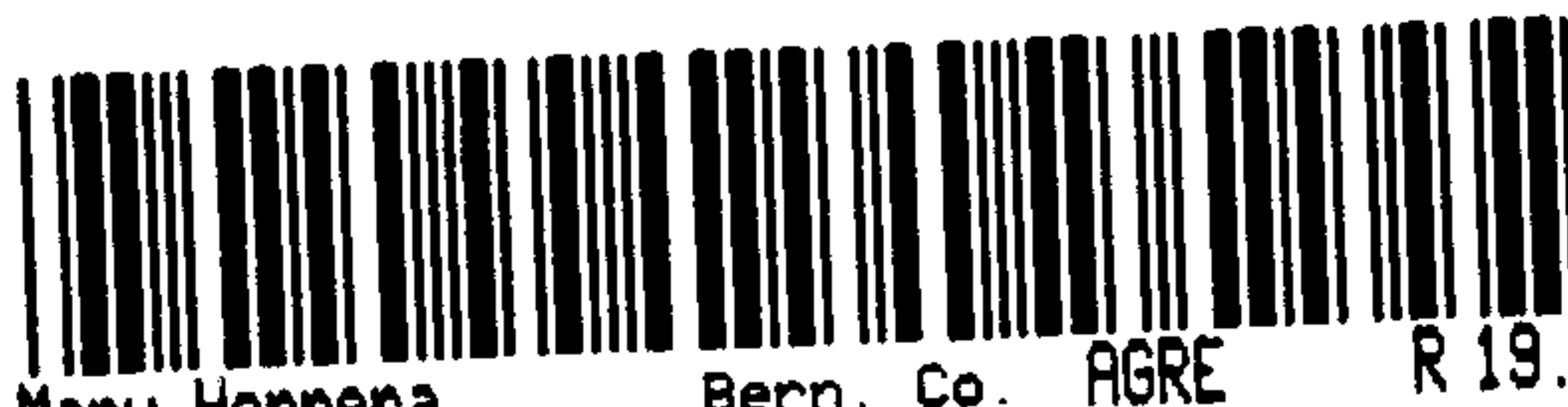
A CERTAIN TRACT OF LAND SITUATE IN PROJECTED SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, WITHIN THE ELENA GALLEGOS LAND GRANT, THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING AND COMPRISING ALL OF LOTS NUMBERED TWENTY THROUGH THIRTY (20-30) OF BLOCK NUMBERED FOUR (4), AND LOTS NUMBERED THREE THROUGH TWELVE (3-12) AND LOTS NUMBERED TWENTY-TWO THROUGH TWENTY-EIGHT (22-28) OF BLOCK NUMBERED FIVE (5), AND THE NORTHERLY THIRTY (30) FEET OF WILSHIRE AVENUE NE, AND A PORTION OF THE RIGHT OF WAY OF SIGNAL AVENUE, NORTHEAST OF TRACT 2, UNIT 3 OF NORTH ALBUQUERQUE ACRES AS SHOWN AND DESIGNATED ON THE PLAT OF SUBDIVISION FILED ON THE TENTH DAY OF SEPTEMBER, 1931, IN VOLUME D1, FOLIO 20 OF THE RECORDS OF BERNALILLO COUNTY, NEW MEXICO.

Owner is the owner of certain real property ("Owner's Property") in Albuquerque, New Mexico, and more particularly described as:

A tract of land known as Fire Station Site Number 19, being a Replat of Lots 1 and 2, Block 5, North Albuquerque Acres, Tract 2, Unit 3, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on that certain Plat for Fire Station Site Number 19, filed in the office of the County Clerk for Bernalillo County, New Mexico, on January 6, 1983, in Plat Book C20, Folio 137.

The City is the owner of a public drainage easement ("Owner's Property") within Owner's Property, which drainage easement is more particularly described as:

Temporary Easement recorded on 2/21/02 in Book A32 at Page 3608 as Document



Mari Herrera

Bern. Co.

AGRE

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#2002023685, records of Bernalillo County, New Mexico.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property and Owner's Property for the benefit of User and in lieu of constructing and maintaining a temporary retention pond on User's Property in connection with the development of User's Property, for the purpose of controlling drainage from User's Property until such time as the proposed Alameda storm system is complete and operational:

Temporary Retention Pond

A sketch of the proposed Improvement is contained in the grading and drainage plan approved by the City, a copy of which is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User and Owner comply with the terms of this Agreement.

2. City Inspection of City's Property. The City has the right to enter upon the City's Property at any time to perform whatever inspections it deems appropriate, without liability to User or Owner.

3. Release of Easement. In partial consideration for the execution and filing of this Agreement and Covenant, City agrees to forgo requiring User to install and maintain any retention pond on User's Property in connection with the platting and development of User's Property.

4. User's and Owner's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, and repairing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan C19/026 on file at the City Engineer's Office until the storm drain system in Alameda (from Louisiana to San Pedro) is constructed to the satisfaction of the City Engineer, at which time User's obligations hereunder shall cease and Owner shall automatically become responsible for the Improvement and its removal, if any. User and Owner will each be solely responsible for paying costs related to its obligations. Neither User, nor Owner, will permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property, during the period it is responsible for the Improvement. Likewise, User and Owner will each conform with all applicable laws, ordinances and regulations in connection with its activities associated with the Improvement and its obligations hereunder.

5. Demand for Repair, Modification or Removal. The City shall send written notice ("Notice") to the User and Owner regarding any request to repair, modify or remove the Improvement within thirty (30) days ("Deadline") of such Notice and the User, and/or Owner, will comply promptly with the requirements of any Notice applicable to it. If removal is demanded, the City may require Owner to return the City's Property to its original condition by the Deadline. The Owner will perform all required removal work by the Deadline, at Owner's sole expense.

6. Failure to Perform and Emergency Work by City. If the User, or Owner, fails to



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comply with the terms of a Notice applicable to work for which it is responsible, by the Deadline stated in such Notice, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess either the User or Owner, which ever is responsible for such work, all costs and any other expenses or damages incurred by the City as a result of its failure to perform. The User and Owner agree promptly to pay the City any amount assessed to it which relates to work for which it is responsible. If the User, and/or Owner fails to pay the City within thirty (30) days after the City gives written notice of the amount due, the City may impose a lien against User's or Owner's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's and Owner's covenants released by the City at will by the City's mailing to the User and 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 and Owner unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Notice. For purposes of giving formal written notice, the parties addresses are as follows:

User: D. R. Horton, Inc.
4400 Alameda NE, Bldg. B
Albuquerque, New Mexico 87113

Owner: Adil Rizvil
7049 Luella Anne NE
Albuquerque, New Mexico 87109

City: City of Albuquerque
City Engineer
P.O. Box 1293
Albuquerque, New Mexico 87103

Notice may be given either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received within three (3) days after the notice is mailed if there is no actual evidence of receipt. The Parties may change their addresses by giving written notice of the change by certified mail, return receipt requested, to the other Parties at the addresses for Notice listed above.

9. Indemnification. The User and Owner both agree to defend, indemnify and hold harmless the City, its officials, agents and employees, and each other, from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of its use of the City's Property. 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 indemnitee, or the agents



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or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

10. Term. This Agreement shall continue until revoked by the City pursuant to Section 8 above.

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

12. Entire Agreement. This Agreement contains the entire agreement of the parties with regard to User and Owner's obligations to City regarding the Improvement and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by all parties.

14. 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.

15. 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.

CITY OF ALBUQUERQUE

By: [Signature]
Chief Administrative
Officer

Dated: 2-20-02

USER: D. R. Horton, Inc., a Delaware corporation

By: [Signature]
Title: Deputy President

Dated: 2-18-02

OWNER: Adil Rizvi

By: [Signature]

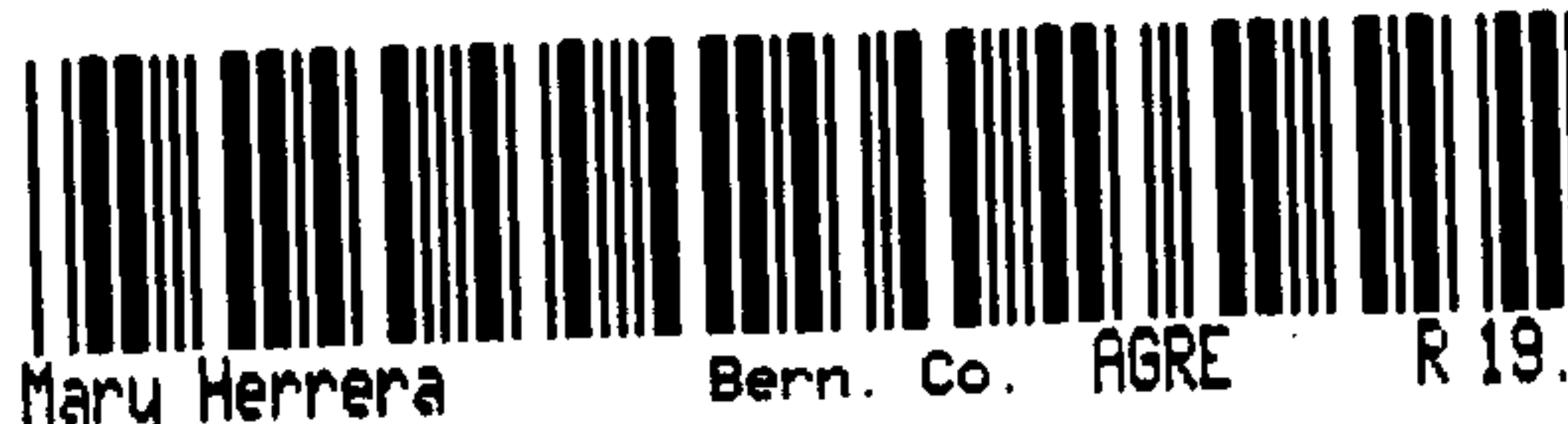
Dated: 2-18-02

OWNER: Shakeel Rizvi

By: [Signature]

Dated: 2/18/02

OWNER : ESMAIL HAIDARI



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By: Esmail Haidari

Dated: Feb 18 2002

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 20th day of February, 2002 by Richard Davila for, as Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

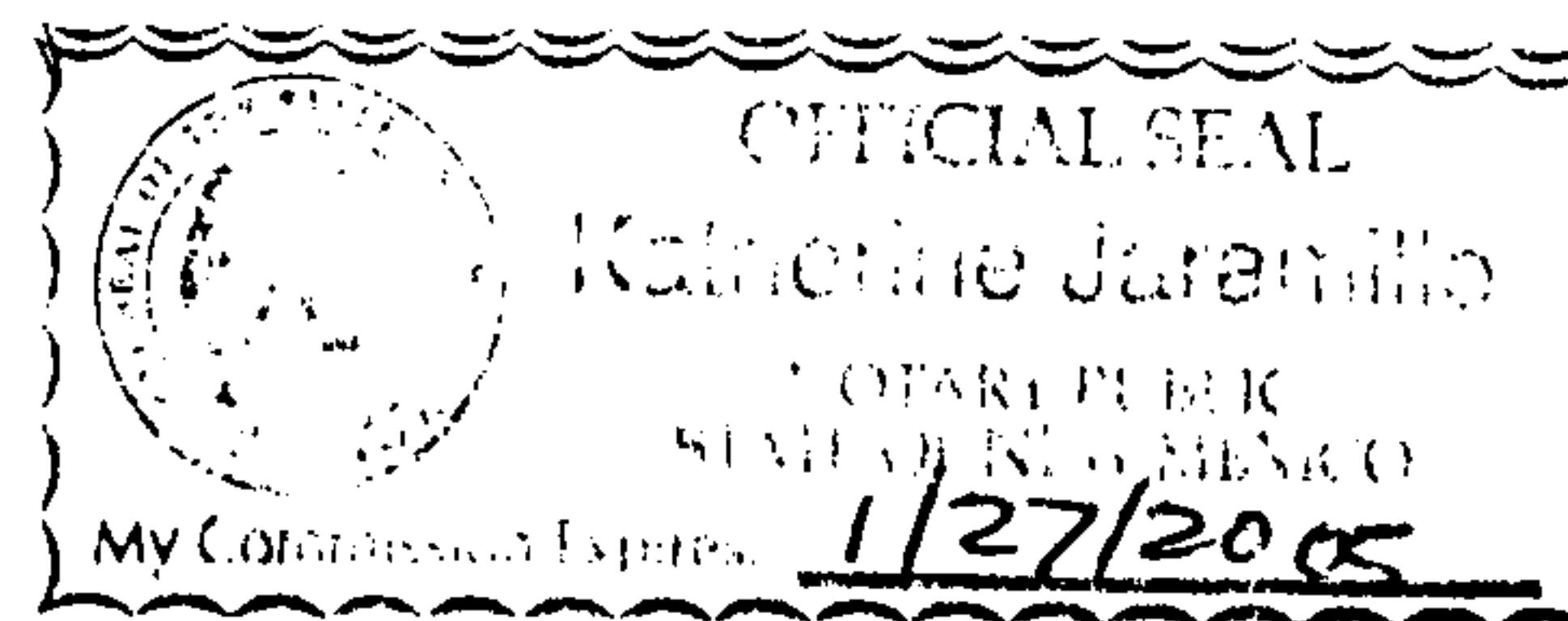
Seal

My commission expires: January 27, 2005

Katherine Jaramillo
Notary

USER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)



This instrument was acknowledged before me on this 18 day of February, 2002 by J. Mark Ferguson, as Division President on behalf of D. R. Horton, Inc.

Seal

My commission expires: 10-14-05

Kathryn Chang-Ellwell
Notary

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 18th day of February, 2002 by Adil Rizvi, Shakeel Rizvi and Esmail Haidari.

Seal



Mary Herrera

Bern. Co. AGRE

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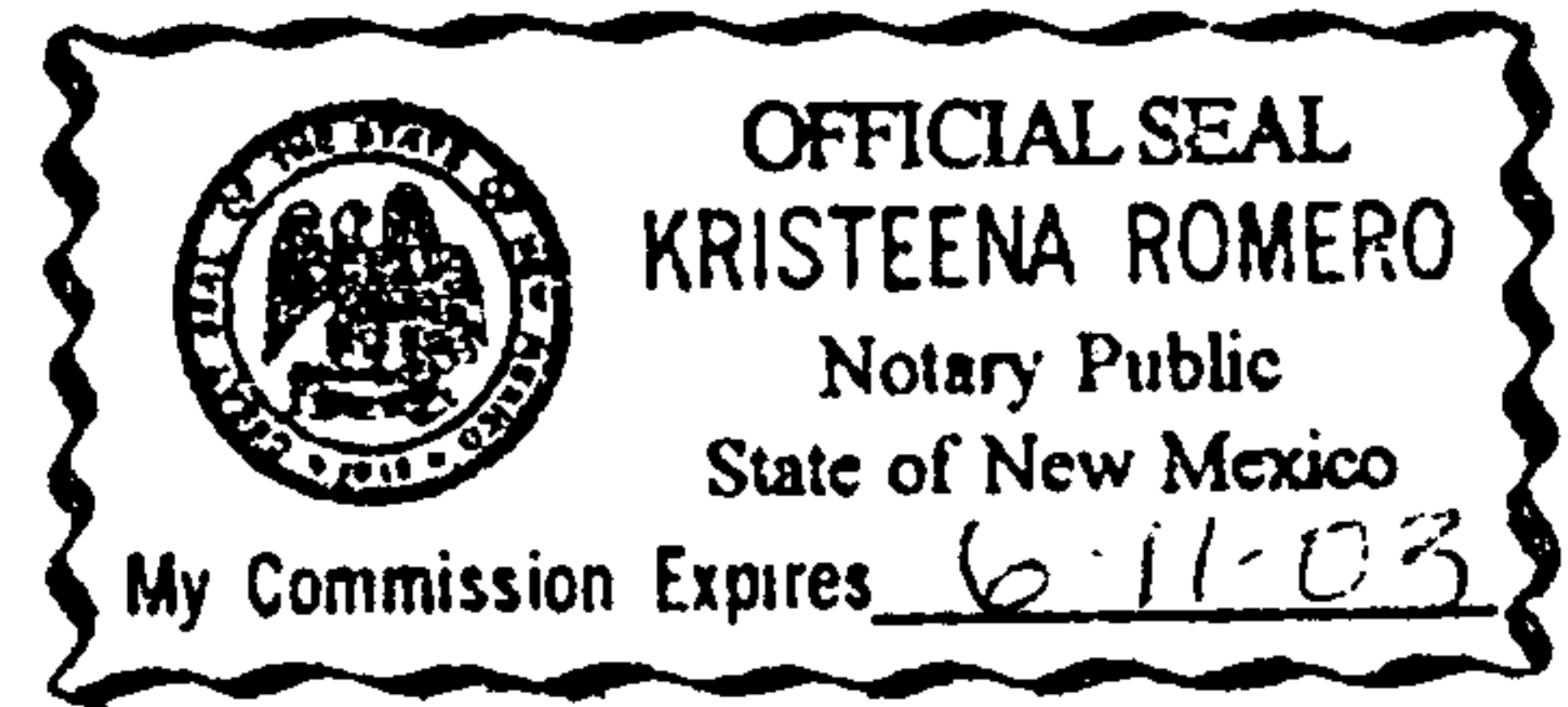
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Kristeena Romero
Notary

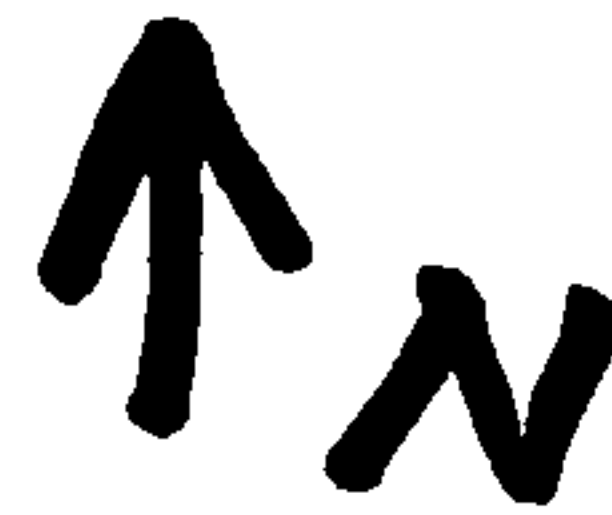
My commission expires: 6-11-2003



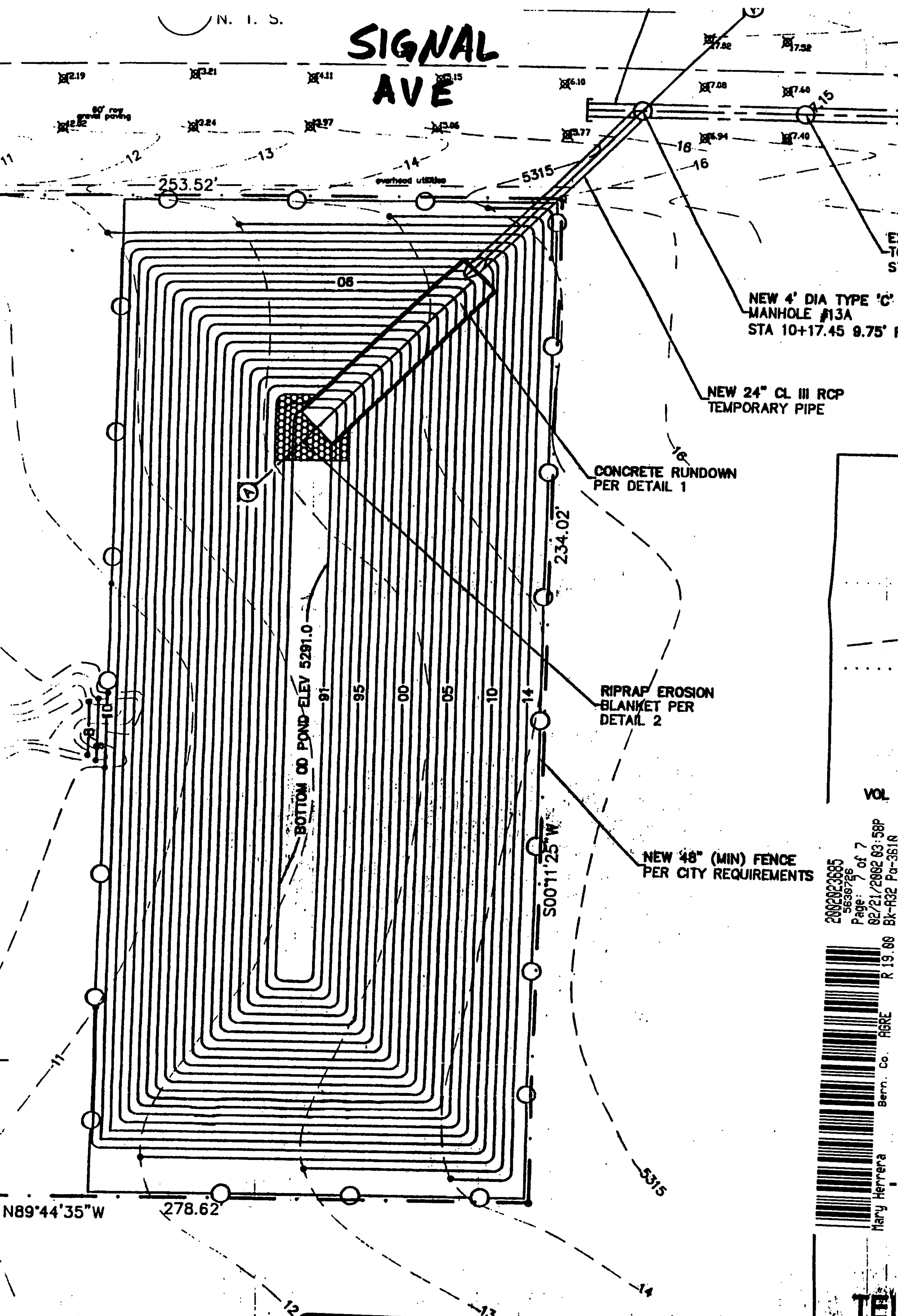
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SIGNAL AVE



NEW 4' DIA TYPE 'C' MANHOLE #13A
STA 10+17.45 9.75' F

NEW 24" CL III RCP
TEMPORARY PIPE

CONCRETE RUNDOWN
PER DETAIL 1

RIPRAP EROSION
BLANKET PER
DETAIL 2

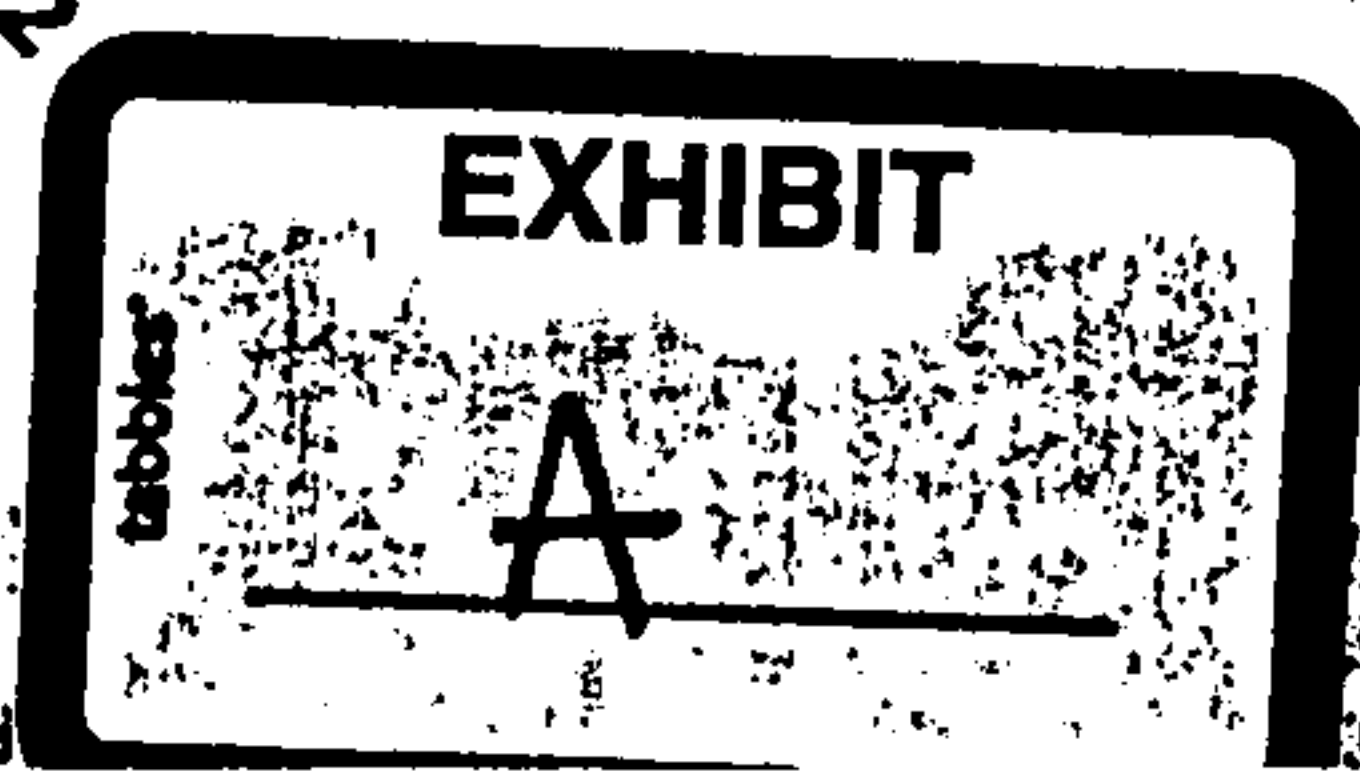
NEW 48" (MIN) FENCE
PER CITY REQUIREMENTS

BOTTOM OF POND-ELEV 5291.0

N89°44'35"W

278.62'

S00°11'25"W



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Mary Herrera
Bern. Co. AGRE
R 19.00

TEL

Adrian

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person KATHY JARAMILLO
Phone No. 924-3996

Project # 662781
CCN# 200200168
New or Ext. #

Type of Agreement: temp - easement & agreement & cover

Description/Project Name: Eagle Springs
Public Works Dept./Div.: DESIGN REVIEW
Developer: DR Norton & Adil Rizvi et al
Contract Amount \$ -0- SIA Contract Period: - 12/31/2022
Contract Amount \$ -0- SIA Contract Period: - 12/31/2022
Contract Amount \$ S/W Contract Period: -

DRAFT CONTRACT:

Rec'd by Legal: Rejected/Returned to Dept.: /
Returned to Legal: / Approved: Initials:

FINANCIAL GUARANTY:

Letter of Credit No.: Date: Attached: Yes No Initial
Other: Type Date: Attached: Yes No Initial

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	<u>Date Delivered</u>	<u>Returned to Dept.</u>	<u>Approved By</u>	<u>Approval Date</u>
Utility Div	<u></u>	<u></u>	<u></u>	<u></u>
Hydrology Div	<u></u>	<u></u>	<u></u>	<u></u>
Transportation Div	<u></u>	<u></u>	<u></u>	<u></u>
DRC Chairman	<u>2/26/02</u>	<u>2/20/02</u>	<u>KB</u>	<u>2/20/02</u>
Legal Dept	<u>2/20/02</u>	<u>2/20/02</u>	<u>KC</u>	<u>2/20/02</u>
City Engineer	<u>2/20/02</u>	<u>2/20/02</u>	<u>RD for FA</u>	<u>2/20/02</u>
PWD Director	<u></u>	<u></u>	<u></u>	<u></u>
Finance	<u></u>	<u></u>	<u></u>	<u></u>
City Clerk	<u></u>	<u></u>	<u></u>	<u></u>
CAO	<u></u>	<u></u>	<u></u>	<u></u>

DISTRIBUTION:

	<u>Date:</u>	<u>By:</u>
User Department.	<u>2/21/02</u>	<u>IS</u>
Vendor	<u></u>	<u></u>
City Clerk	<u>2-25-02</u>	<u>KB</u>
Treasury	<u></u>	<u></u>
Other: <u></u>	<u></u>	<u></u>

ADDENDUM TO COVER PAGE

2/2/02

(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: Eagle Springs PROJECT # 662781

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

<u>ITEM</u>	<u>ACTION</u>		<u>Comments</u>
	<u>Review & Approval</u>	<u>Reference</u>	
Procedure "A".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B" Modified Non Work Order.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C" Modified.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Special Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Sidewalk Deferral Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Amendment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Assignment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Construction Paperwork:			
Contractors Proposal.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Performance/Warranty Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Labor/Material Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Certificate of Insurance.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Engineers Cost Estimate.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Extension.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Calling Notice.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Letter of Commitment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Reduction Letter.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
License Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Monitoring Well Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Agreement & Covenant.....	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Drainage Covenant.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Revocable Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Encroachment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Permanent Easement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Temporary Easement.....	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____

Other:

Please Call Kathy at 3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (2)

✓ 1500

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TEMPORARY EASEMENT

Grant of Temporary Easement, between Adil Rizvi, Shakeel Rizvi and Esmail Haidaria (each of whom is a married man dealing in his sole and separate property) ("Grantor"), whose address is c/o Adil Rizvi, 7049 Luella Anne NE, Albuquerque, New Mexico 87109 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103.

Grantor grants to the City a temporary easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of a Temporary Retention Pond, together with the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of this Easement.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

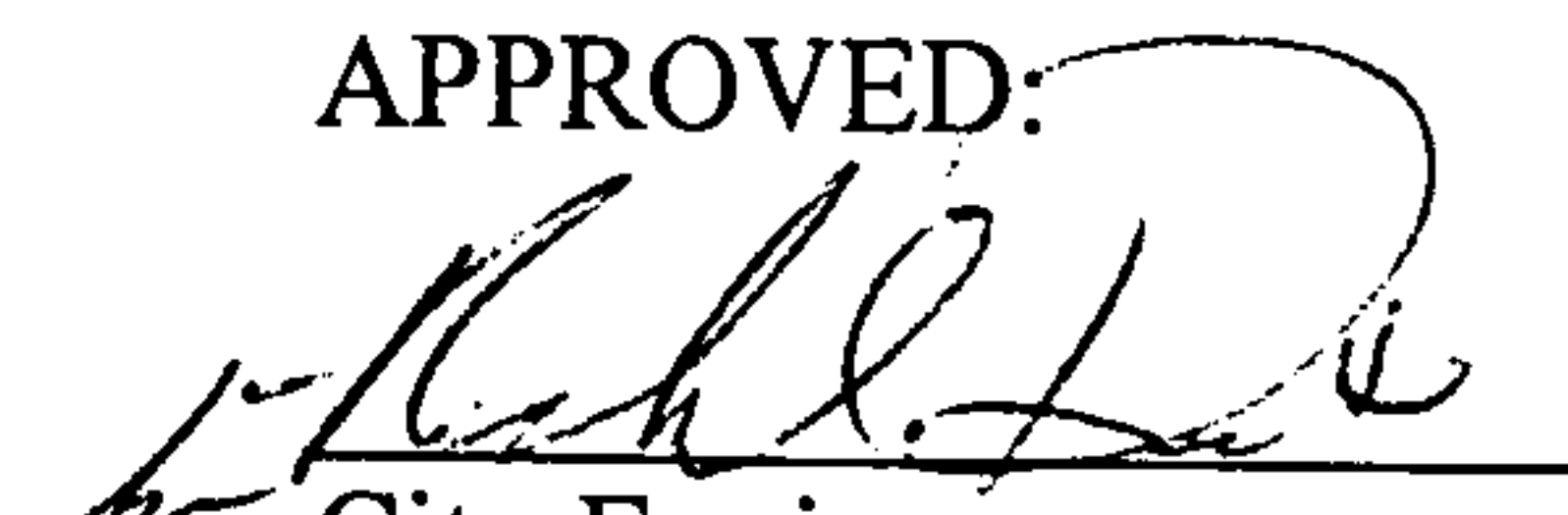
This Easement shall remain in effect until the storm drain system in Alameda (from Louisiana to San Pedro) is constructed, to the satisfaction of the City Engineer.

Upon termination of this Easement and demand by Grantor, the City will execute and deliver to Grantor a release of this Easement.

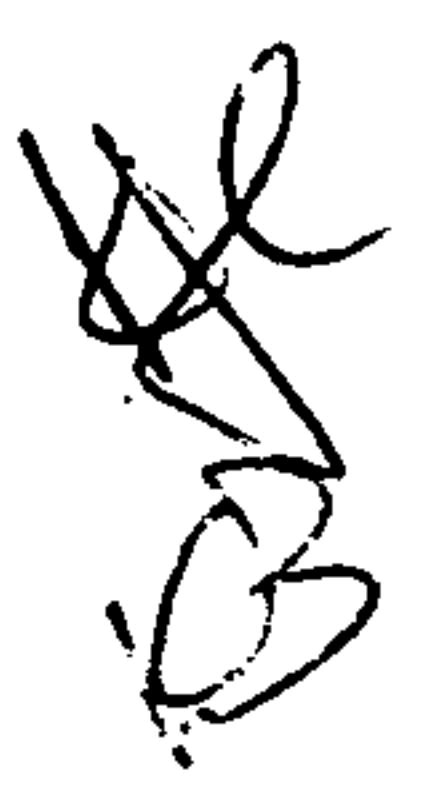
This Easement shall not be effective unless approved by the City Engineer as shown in the signature block below.

WITNESS my hand and seal this 19th day of Feb., 2002.

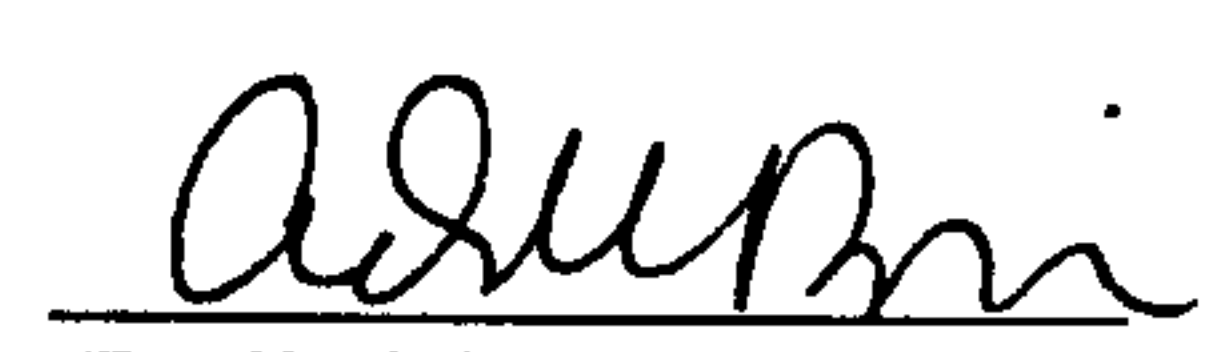
APPROVED:

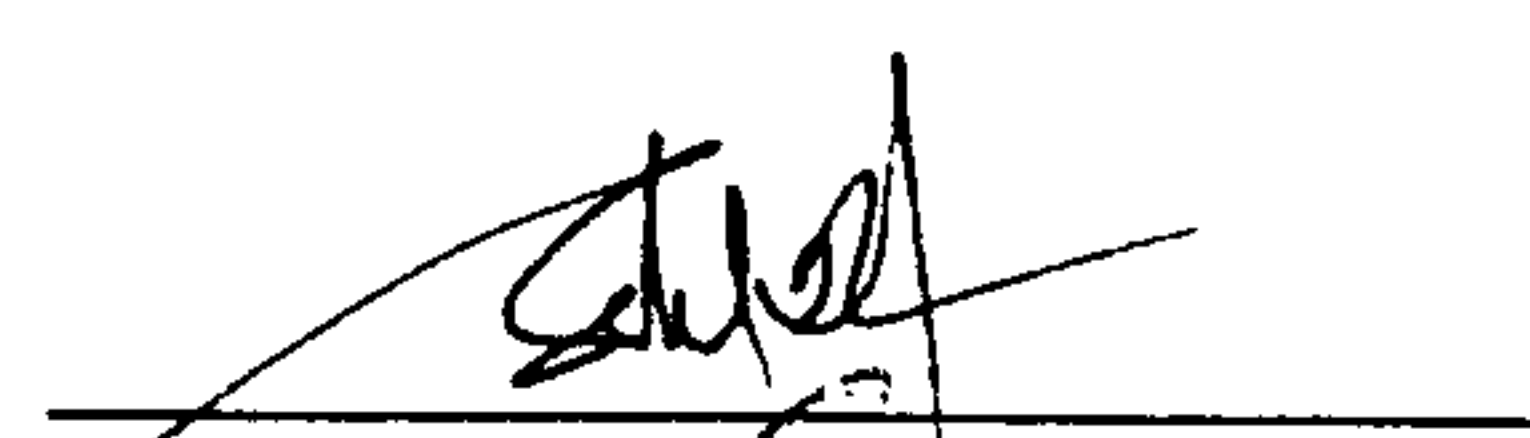

City Engineer


2-20-02
Dated



GRANTOR:


(Individual)


(Individual)


(Individual)

GRANTOR:

By: _____

Its: _____
(Corporation or Partnership)

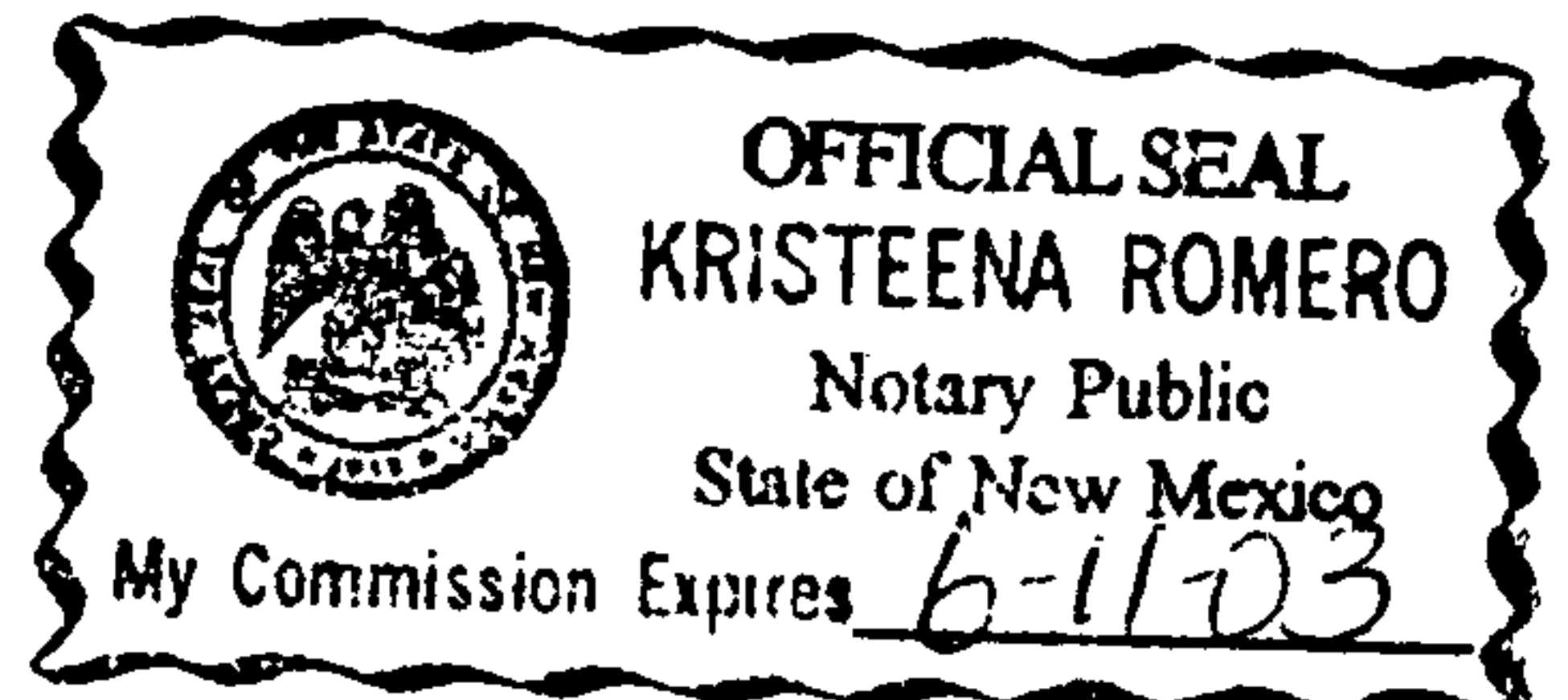
INDIVIDUAL

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 19th
day of Feb, 2002 by Esmail Haideria

Kristeena Romero
Notary Public

June 11, 2003
My Commission Expires:



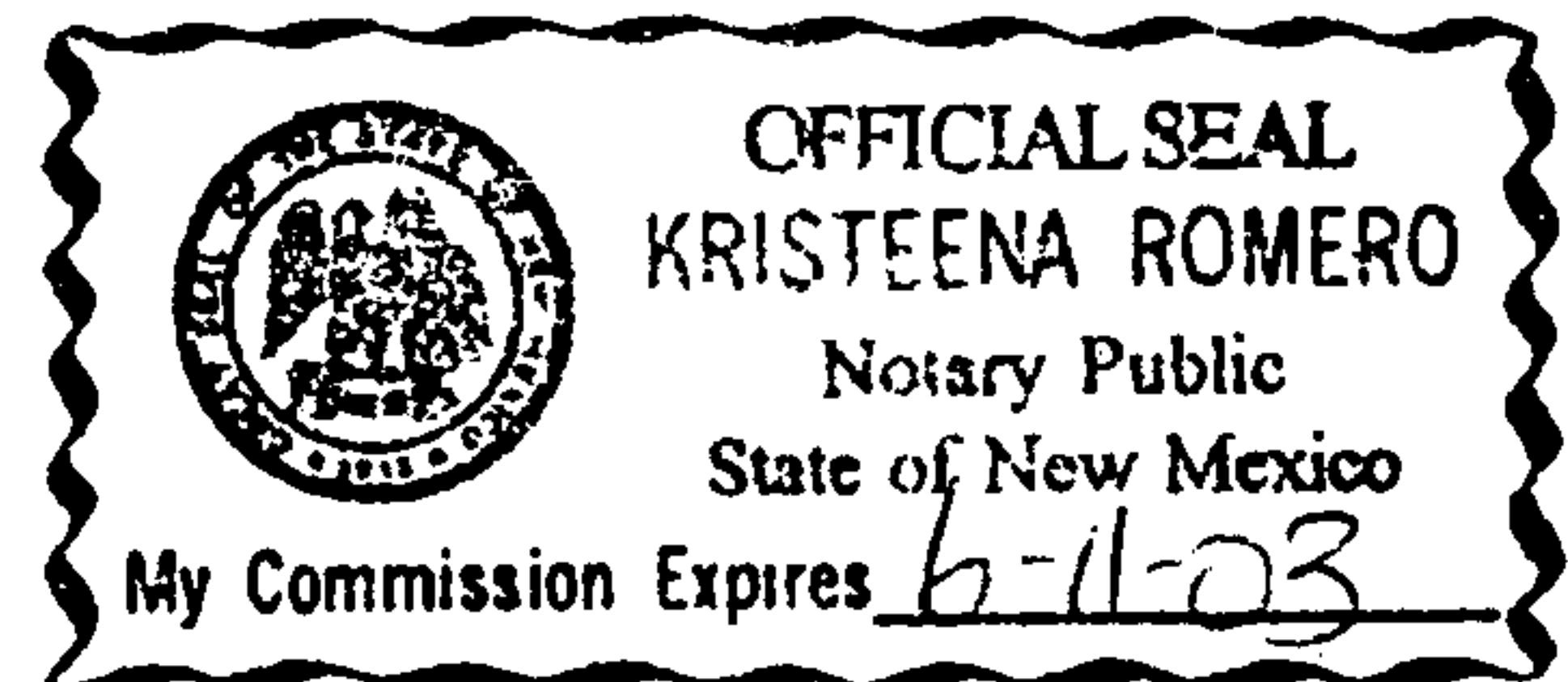
INDIVIDUAL

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 19th
day of Feb, 2002 by Adil Rizvi

Kristeena Romero
Notary Public

6-11-2003
My Commission Expires:



Mary Herrera

Bern. Co. EASE

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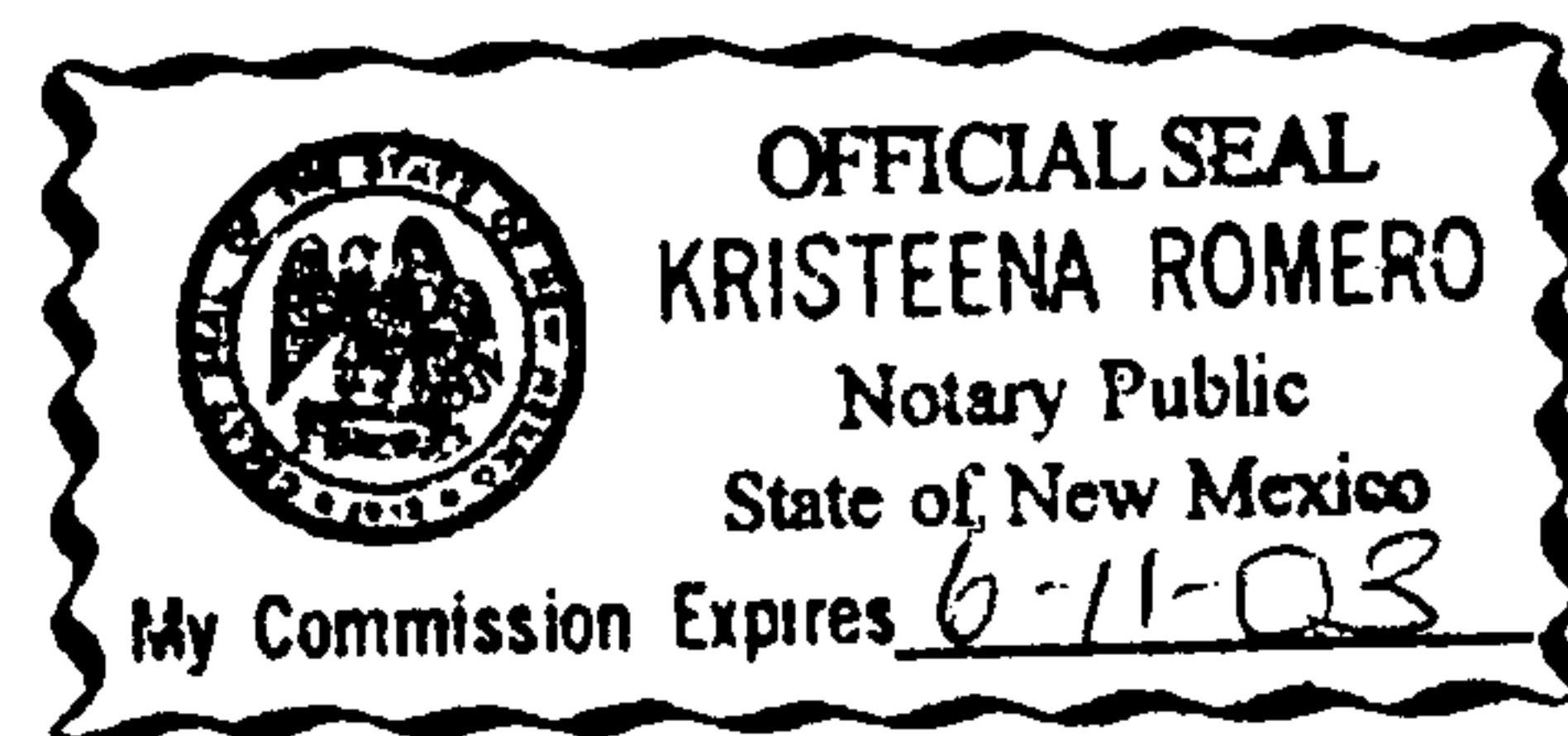
INDIVIDUAL

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 19th
day of Feb, 2002 by Shakeel Rizvi

Kristeena Romero
Notary Public

June 11, 2003
My Commission Expires:



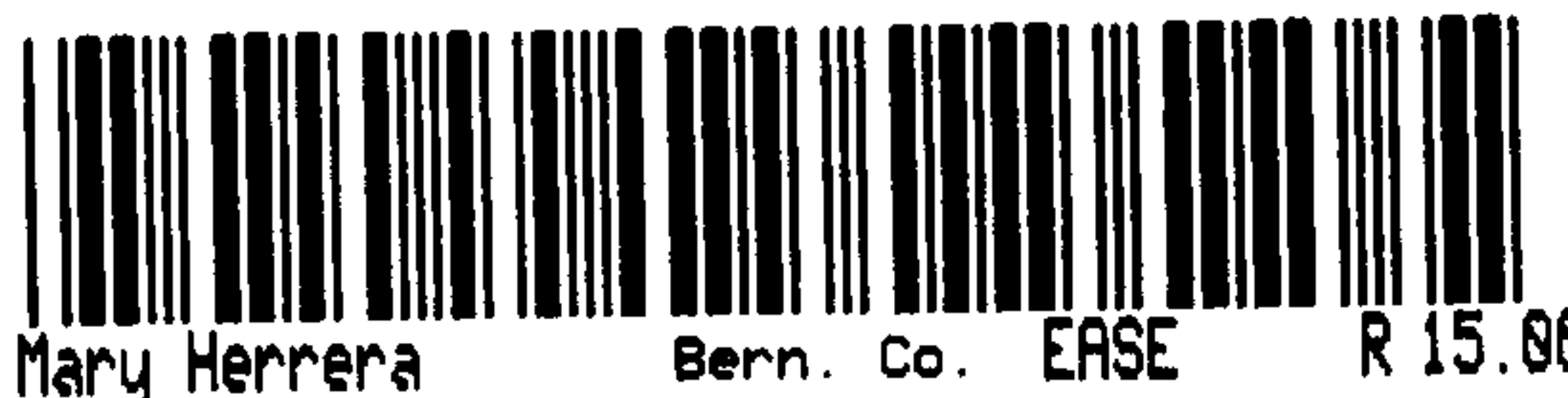
CORPORATION

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this _____
day of _____, 2002 by _____ Of
_____, a _____ corporation, on behalf of the
corporation.

Notary Public

My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION - DRAINAGE EASEMENT WITHIN FIRE STATION SITE NUMBER 19

A CERTAIN DRAINAGE EASEMENT SITUATE WITHIN FIRE STATION SITE NUMBER 19, BEING A REPLAT OF LOTS 1 AND 2, BLOCK 5, NORTH ALBUQUERQUE ACRES, TRACT 2, UNIT 3, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT FOR FIRE STATION SITE NUMBER 19, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON JANUARY 6, 1983, IN PLAT BOOK C20, FOLIO 137, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT WHENCE A FOUND #5 REBAR, THE SOUTHWEST CORNER OF SAID FIRE STATION SITE NUMBER 19, HAVING THE NEW MEXICO STATE PLANE, NAD 1927, CENTRAL ZONE, N.M.P.M., COORDINATES OF N = 1,521,717.23, E = 404,973.37, BEARS N 89°44'35" W, A DISTANCE OF 178.62 FEET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF THE DRAINAGE EASEMENT HEREIN DESCRIBED;

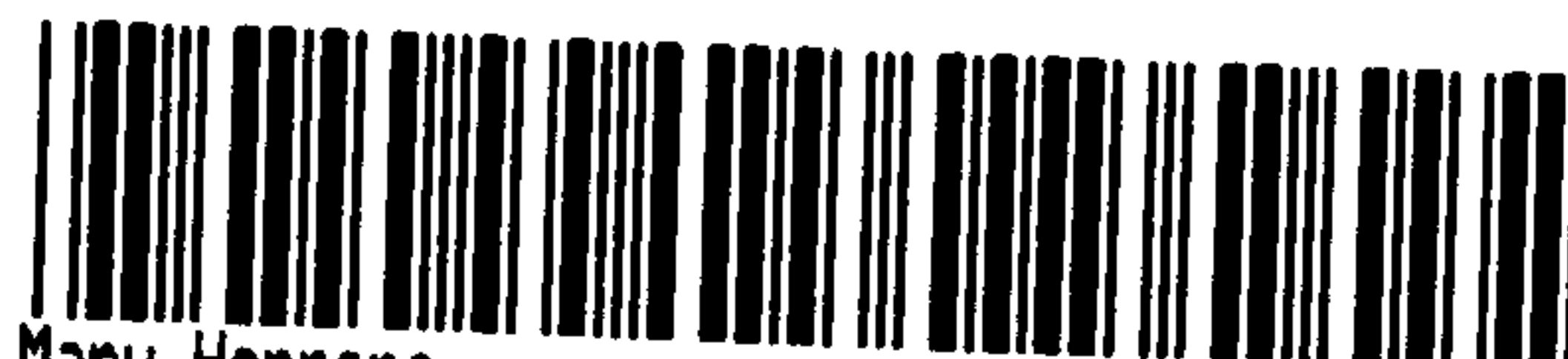
THENCE, N 00°11'25" E, A DISTANCE OF 234.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SIGNAL AVENUE N.E., THE NORTHWEST CORNER OF THE DRAINAGE EASEMENT HEREIN DESCRIBED;

THENCE, S 89°44'34" E, A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SIGNAL AVENUE N.E., BEING THE NORTHWEST CORNER OF HOME OWNER'S TRACT "U", WITHIN EAGLE SPRINGS SUBDIVISION, THE NORTHEAST CORNER OF THE DRAINAGE EASEMENT HEREIN DESCRIBED;

THENCE, S 00°11'25" W, LEAVING SAID RIGHT-OF-WAY OF SIGNAL AVENUE, N.E., ALONG THE EASTERLY BOUNDARY OF FIRE STATION SITE NUMBER 19, A DISTANCE OF 234.02 FEET TO THE SOUTHEAST CORNER OF THE DRAINAGE EASEMENT HEREIN DESCRIBED;

THENCE, N 89°44'35" W, LEAVING SAID EASTERLY BOUNDARY OF EAGLE SPRINGS SUBDIVISION, ALONG THE SOUTHERLY BOUNDARY OF SAID FIRE STATION SITE NUMBER 19, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 23.402 SQUARE FEET, 0.537 ACRES, MORE OR LESS.



Mary Herrera

Bern. Co. ERSE

R 15.00

2002023683

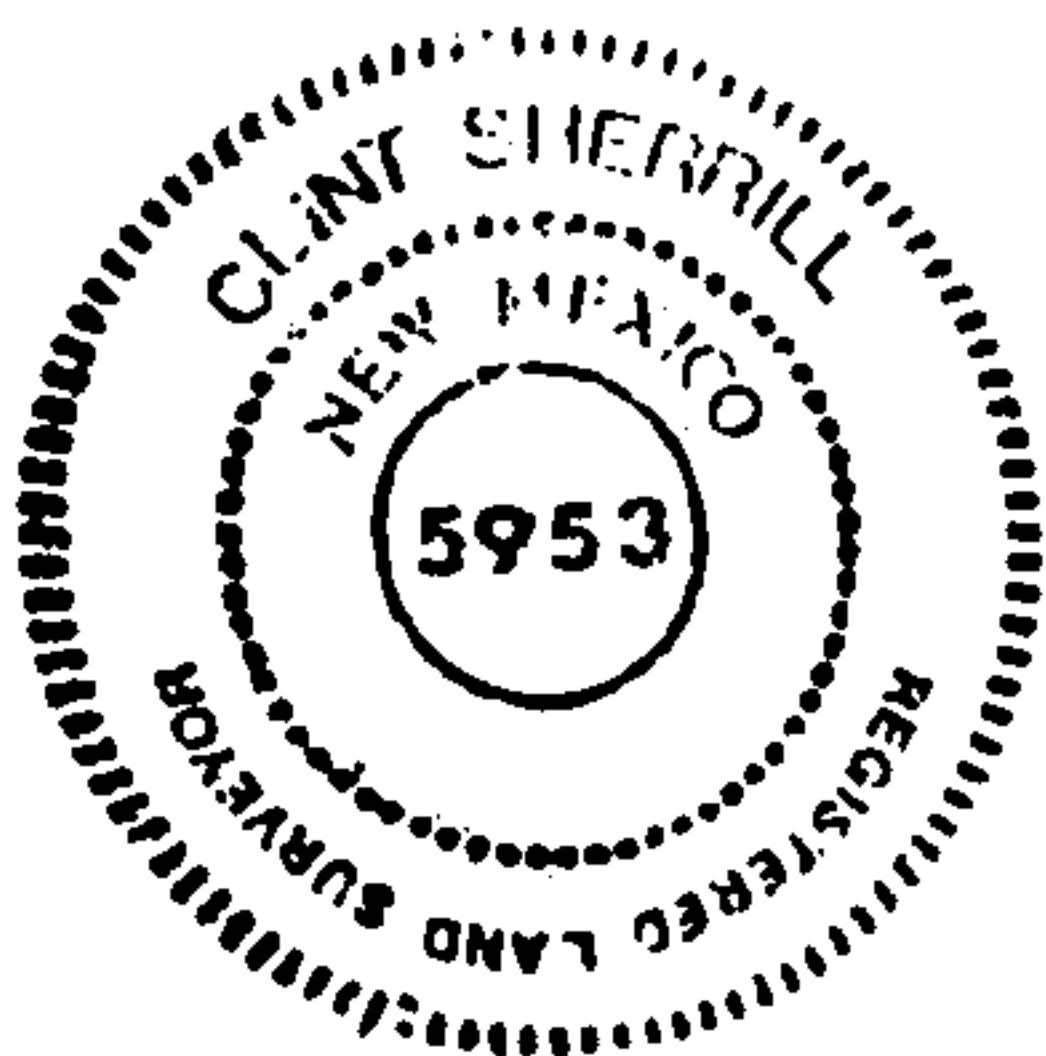
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Page: 4 of 5

02/21/2002 03:54P

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SEE "EXHIBIT A", SHEET 2 OF 2



SURVEYOR'S CERTIFICATE

I, CLINT SHERRILL, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT THIS EASEMENT SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT HIS EASEMENT SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Clint Sherrill
CLINT SHERRILL, N.M.R.P.L.S. #5953

1-36-02
DATE

SIERRA COUNTY NM		PROJECT NO.	02003	EASEMENT SURVEY	
DATE:	1-28-2002	DRAWN BY	KW	WITHIN	
REVISION DATES:		CHECKED BY	CS	FIRE STATION SITE NO. 19	
		SHEET 1 OF	2	CITY OF ALBUQUERQUE	
				BERNALILLO COUNTY, NEW MEXICO	

CLINT SHERRILL & ASSOC.
730 SAN MATEO S. E.
ALBUQUERQUE, NEW MEXICO 87108
(505) 256-7364 (505) 256-7600 FAX

EXHIBIT "A"

Page 2

SCALE: 1" = 50'

SURVEY NOTES

1. NO FIELD WORK WAS PERFORMED FOR THIS SURVEY.
2. THIS EASEMENT IS BASED UPON THE PLAT FOR FIRE STATION SITE NO. 19, PLAT RECORDED 1-06-1983 IN VOL. C20, FOLIO 137.

RECORD
(R=25.00')
(Δ =90°02'53")
(L=39.29')

R=25.00'
 Δ =90°00'00"
L=39.29'

SIGNAL AVENUE N.E.

RECORD
(S 89°44'34" E. 253.52')
153.54'

LOUISIANA BOULEVARD N.E.

N 00°12'32" E
209.00'

FIRE STATION
SITE NO. 19

DRAINAGE
EASEMENT
23.402 SQ. FT.±
0.537 AC.±

H.O.A.
TRACT "U"

LOT 1-P1
BLOCK 2

QUAIL
CREEK
CT.

H.O.A.
TRACT "B"

LOT 8-P1
BLOCK 2

EAGLE SPRINGS SUBDIVISION
PLAT NOT RECORDED

N 00°11'25" E
234.02'

234.02'

P.O.B.

N 89°44'35" W 178.62'


N 89°44'35" W 100.00'

#5 REGAR NEW MEXICO STATE PLANE
NAD 1927, CENTRAL ZONE, N.M.P.M.
COORDINATES
N = 1,521,717.23, E = 404,973.37

LOT 32
BLOCK 5
TRACT 2 UNIT 3
NORTH ALBUQUERQUE ACRES

LOT 31
BLOCK 5
TRACT 2 UNIT 3
NORTH ALBUQUERQUE ACRES

LOT 32
BLOCK 5
TRACT 2 UNIT 3
NORTH ALBUQUERQUE ACRES

SIERRA COUNTY NM		PROJECT NO 02003		EASEMENT SURVEY WITHIN		 CLINT SHERRILL & ASSOC. 730 SAN MATEO S. E. ALBUQUERQUE, NEW MEXICO 87108 (505) 266-7364 (505) 268-7600 FAX
DATE:	1-28-2002	DRAWN BY	KW	FIRE STATION SITE NO. 19		
REVISION		CHECKED BY	CS	CITY OF ALBUQUERQUE		
DATES:		SHEET 2 OF 2		BERNALILLO COUNTY, NEW MEXICO		

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Page: 5 of 5
02/21/2002 03:54P
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Bern. Co. EASE
Mary Herrera



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 21, 2003

Wallace Bingham, PE
Bingham Engineering
6344 Belcher Ave NE,
Albuquerque, NM 87109

**Re: Eagle Rock Estates Unit 1 Pond Reclamation Certification
Engineer's Certification Stamp dated 10-17-03, (C19/D18)**

Dear Mr. Bingham,

Based upon the information provided in your submittal dated 10-17-03, the above referenced certification is approved for Final Plat signoff by City Engineer.

If you have any questions, please contact me at 924-3986.

Sincerely,

Bradley L. Bingham, PE
Sr. Engineer, Planning Dept.
Development and Building Services

C: file

AGREEMENT AND COVENANT

662 781

7/27/01

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and O. R. HORTON HOMES, ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at EAGLE SPRINGS SUBDIVISION, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

TRACT "P", EAGLE SPRINGS SUBDIVISION
recorded on 03/11/2002, in Book 2002C,
At page 82 on Document # 2002032001
records of Bernalillo County Clerk, Bernalillo County,
New Mexico.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

Easement within Tract P, Eagle
Springs Subdivision recorded on 03/11/2002, in book
2002C at page 82 on Doc # 2002032001, records of
Bernalillo County Clerk, Bernalillo County, New Mexico.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in



accordance with standards required by the City as per the approved Grading and Drainage Plan C19/D26 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User 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 the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.



10. Notice. For purposes of giving formal written notice to the User, User's address is: *Suite B, Albuquerque, NM*
A400 ALAMEDA, NE / 87113

Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

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

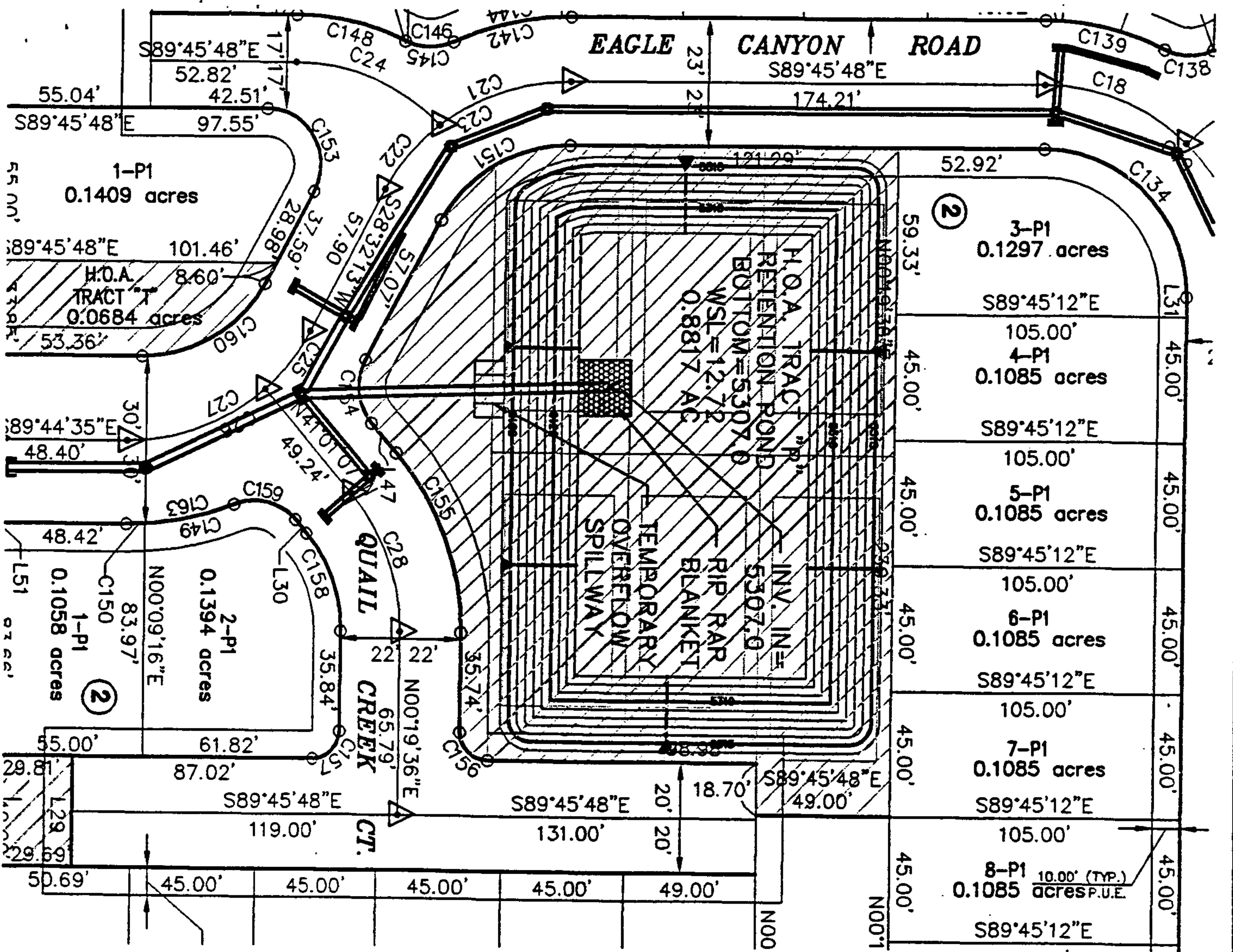
14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. Changes of 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.



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Page: 4 of 5
04/04/2002 11:43A
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Mary Herrera
Bern Co. AGRE
R 15.00
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5651448
Page: 5 of 5
04/04/2002 11:43
BK-R34 Pg-4288

EXHIBT A **EAGLE SPRINGS TEMPORARY** **RETENTION POND** **H.O.A. TRACT "P"**

DATE:	7/2001
SCALE:	AS SHOWN
DESIGNED:	LAG
DRAWN:	PJM
JOB NO:	N510-06-020
LAND PLANNING	ENGINEERING
P.O. Box 1328	Corridos, N.M. 87048
SURVEYING	

community sciences corporation

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Kathy Jaramillo
Phone No. 924-39960

Project # 662781
CCN# 200200168
New or Ext. #

Type of Agreement: agreement & Covenant

Description/Project Name: Eagle Springs Subd.
Public Works Dept./Div.: Design Review
Developer: D. R. Norton

Contract Amount \$ — 0 —

SIA Contract Period: 7/27/01 - 12/31/2001

Contract Amount \$

SIA Contract Period: -

Contract Amount \$

S/W Contract Period: -

DRAFT CONTRACT:

Rec'd by Legal: Rejected/Returned to Dept.: cf 7/25/01
Returned to Legal: 7/26/01 / Approved: Initials:

FINANCIAL GUARANTY:

Letter of Credit No.: Date: Attached: Yes No Initial
Other: Type Date: Attached: Yes No Initial

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	<u>Date Delivered</u>	<u>Returned to Dept.</u>	<u>Approved By</u>	<u>Approval Date</u>
Utility Div	<u>7/24/01</u>	<u>7/24/01</u>	<u>BLB</u>	<u>7/24/01</u>
Hydrology Div	<u>7/25/01</u>	<u>7-25-01</u>	<u> </u>	<u>7-25-01</u>
Transportation Div	<u>7/25/01</u>	<u>7/26/01</u>	<u>cf</u>	<u>7-26-01</u>
DRC Chairman	<u>7/26/01</u>	<u>7/27/01</u>	<u>FA</u>	<u>7/27/01</u>
Legal Dept	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Engineer	<u> </u>	<u> </u>	<u> </u>	<u> </u>
PWD Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Finance	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Clerk	<u> </u>	<u> </u>	<u> </u>	<u> </u>
CAO	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DISTRIBUTION:

	<u>Date:</u>	<u>By:</u>
User Department.	<u>4/4/02</u>	<u> </u>
Vendor	<u>4/5/02</u>	<u> </u>
City Clerk	<u> </u>	<u> </u>
Treasury	<u> </u>	<u> </u>
Other: <u> </u>	<u> </u>	<u> </u>

ADDENDUM TO COVER PAGE

7/24/07
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: Eagle Springs Subd. PROJECT # 662781

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

<u>ITEM</u>	<u>ACTION</u>		<u>Comments</u>
	<u>Review & Approval</u>	<u>Reference</u>	
Procedure "A".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "B" Modified Non Work Order.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C".....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Procedure "C" Modified.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Special Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Sidewalk Deferral Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Amendment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Assignment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Construction Paperwork:			
Contractors Proposal.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Performance/Warranty Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Labor/Material Bonds.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Certificate of Insurance.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Engineers Cost Estimate.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Extension.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Release/Financial Guarantee.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Calling Notice.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Letter of Commitment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Reduction Letter.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
License Agreement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Monitoring Well Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Agreement & Covenant.....	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Drainage Covenant.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Revocable Permit.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Encroachment.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Permanent Easement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____
Temporary Easement.....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	_____

Other:

Please Call Kathy at 3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (1)



July 7, 1997

Martin J. Chávez, Mayor

Robert E. Gurulé, Director

Don Dixon, P.E.
Resource Technology, Inc.
1720-B Randolph Road SE
Albuquerque, New Mexico 87106

**RE: Drainage Master Plan for Eagle Rock Subdivision (C18/D39) Report Dated 4/21/97,
With Supplemental Information Dated 6/12/97.**

Dear Mr. Dixon:

The information provided in the submittal of June 13, 1997 for the Eagle Rock Subdivision was reviewed only as a revision to the Master Drainage Plan for that area. The above referenced report is acceptable to City Hydrology with respect to the drainage concepts presented.

Prior to subdivision of the Eagle Rock property, a comprehensive drainage report and a site specific Grading and Drainage plan will be required for each Unit. Public Infrastructures for both the interim and ultimate conditions must be identified at the time of Preliminary Plat approval. The development of this site should be in compliance with this amended master plan.

If you should have any questions, or if I may be of further assistance to you, please call me at 924-3982.

Sincerely,

A handwritten signature in cursive script, reading 'Susan Calongne'.

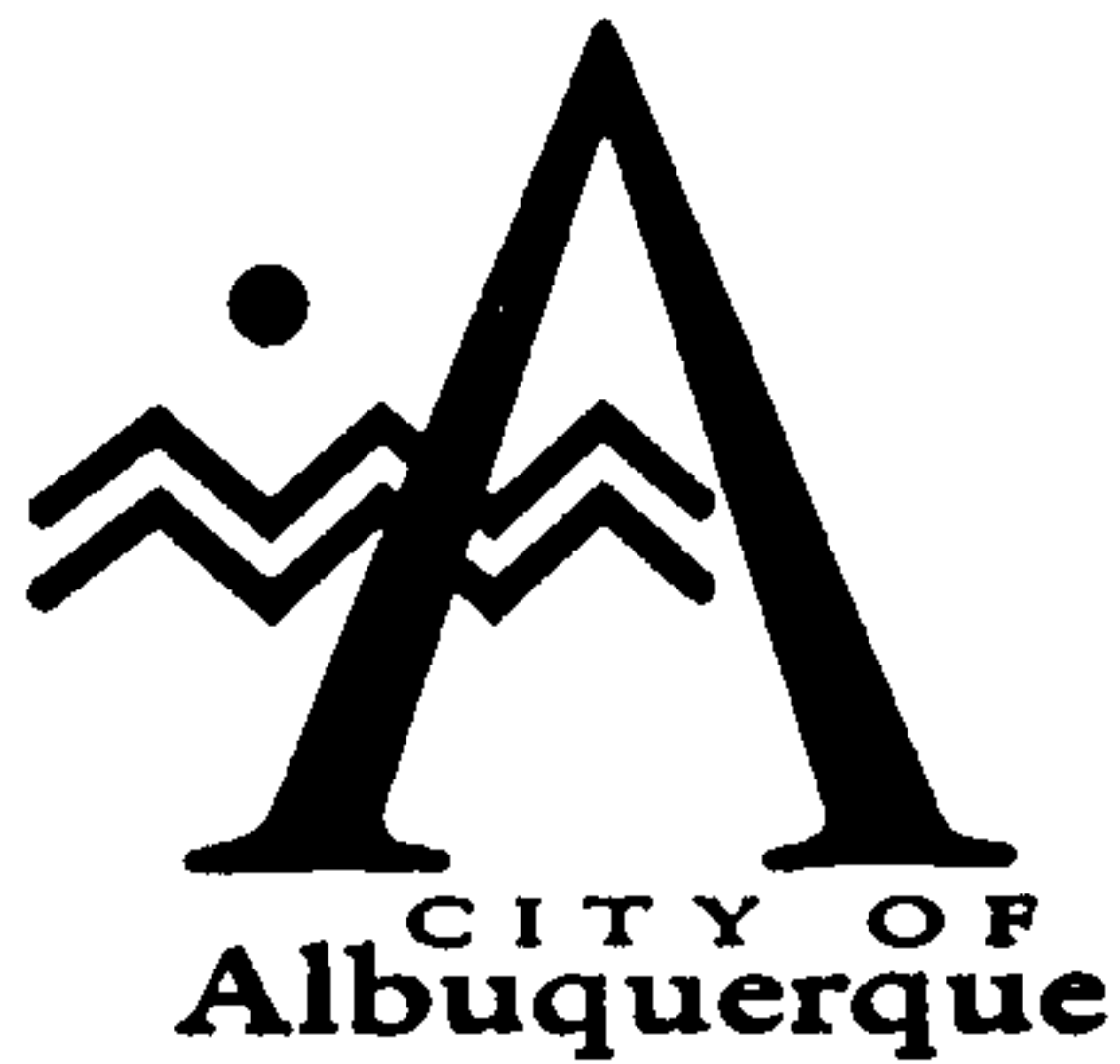
Susan M. Calongne, P.E.
City/County Floodplain Administrator

c: Adil Rizvi, Owner
File)

Good for You, Albuquerque!

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





August 5, 1998

Diane Hoelzer, P.E.
Mark Goodwin & Associates
P.O. Box 90606
Albuquerque, New Mexico 87199

RE: *Revised Grading and Drainage Plan for Eagle Rock Estates Unit I (C19/D19) Submitted for Final Plat Approval, Engineer's Stamp Dated 8/4/98.*

Dear Ms. Hoelzer:

Based on the information provided in the submittals of July 24, 1998 and August 5, 1998, the above referenced revised plan is acceptable for Final Plat approval.

For your information, additional data was sent to FEMA on July 22, 1998 regarding the Letter of Map Revision (LOMR) to remove the existing floodplain from this subdivision. As of this date, the LOMR is still in review at FEMA, so the subdivision is still encumbered by the floodplain. As soon as I receive the LOMR, I will send you a copy.

If you have any questions, or if I may be of further assistance to you, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.
City/County Floodplain Administrator

c: DRB #97-375
Mark Pagels, Sunset West
File

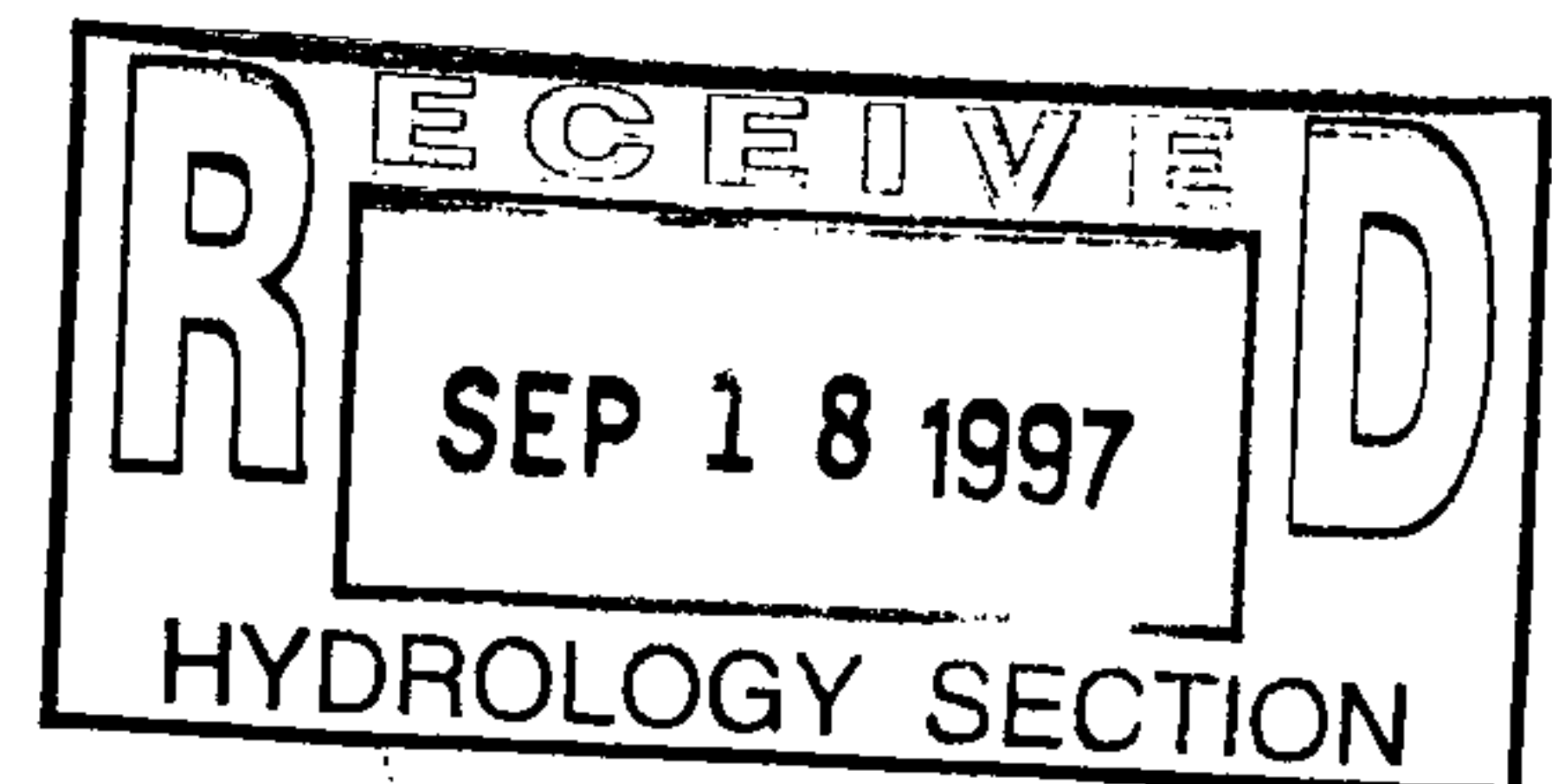
Good for You, Albuquerque!



DRAINAGE REPORT
for
EAGLE ROCK ESTATES UNIT 1



SEPTEMBER 1997



I. LOCATION AND DESCRIPTION

The proposed Eagle Rock Estates Unit 1 is comprised of approximately 6.4 acres and is located in North Albuquerque Acres (Figure 1). Proposed development includes the infrastructure to support the development of 47 single family residential homes.

The topographic relief in the area is in an westerly direction at a slope of approximately 3.4 percent.

The FEMA map indicates that all of the site is within the 100-year floodplain (Figure 2). AMAFCA has submitted a LOMR to FEMA to remove the floodplain based on the dike constructed at Wyoming and Louisiana. To date, AMAFCA has not heard from FEMA.

II. DRAINAGE DESIGN CRITERIA AND PREVIOUS REPORTS

The design criteria used in this report was in accordance with Section 22.2 Hydrology of the Development Process Manual, Volume 2, Design Criteria, January 1993 edition. The drainage management plan for this project is based on the previously approved Eagle Rock Subdivision Conceptual Drainage Master Plan Report, (C18/D39) dated April, 1997 and the supplemental information dated June 12, 1997. The Eagle Rock Subdivision Future Conditions Exhibit from their supplemental information with revised flows and flow patterns is included in the appendix pocket. Their previously calculated flows for future conditions is reproduced in this report and shown in Table 1. These flows were used in this project storm drain design.

III. EXISTING DRAINAGE CONDITIONS

Under existing drainage conditions, runoff flows in a northwesterly direction through the site in two roughly defined arroyos. Offsite flows enter the site from the east. Flows in Modesto to the north and Eagle Rock to the south continue in a westerly direction crossing over Louisiana Blvd..

IV. FUTURE DRAINAGE CONDITIONS

A. INTERIM CONDITIONS

For the interim condition a temporary retention pond will be constructed in the north west corner of Unit 1. All the onsite drainage will be directed into this pond. Waterblocks on Jasper Drive at Modesto Avenue and on Moonstone Drive at Eagle Rock Avenue will prevent offsite flows from entering the site. Inlets in Modesto, Louisiana and Eagle Rock will intercept the flows from the new pavement constructed as part of Unit 1. The retention pond will be sized to retain a minimum of 1.83 acre-feet of runoff which is the 100-year 10-day storm. The pond will have 2:1 side slopes protected with a 2" thick gravel mulch, will be 17.5 feet deep and will be fenced.

The storm drain in Louisiana, from Modesto to Eagle Rock and in Eagle Rock will be built with Unit 1 and will be sized to carry the 100-year "future conditions" runoff as determined in the Eagle Rock Conceptual Drainage Master Plan (see Table 1). Only the inlets on the north side of Eagle Rock will be constructed and a 10' stub-out will be provided for the south side inlets. A temporary connection from the storm drain manhole in Louisiana Blvd. at Modesto Ave. will be made to the temporary retention pond. Flows in the storm drain system will be directed into the temporary retention pond until the downstream drainage system improvements are in place.

A 2.0 foot high floodwall along the east property boundary will be constructed since the entire site is within the 100-year floodplain with average flood depths of 2.0'. In the future flows in Modesto east of Unit 1 will be

intercepted by the La Cueva Channel. Flows in Eagle Rock east of Unit 1 will be intercepted by additional inlets constructed as part of future development that occurs upstream.

B. ULTIMATE CONDITIONS

For the ultimate conditions, the onsite retention pond will disappear. The storm drain connection from the low point in the knuckle to the storm drain in Louisiana will be built. But for this ultimate condition to occur the storm drain extension from the Louisiana/Modesto intersection to the La Cueva Channel will have to be built and the downstream La Cueva Channel improvements will have to be in place.

TABLE 1
FUTURE CONDITION
BASIN HYDROLOGIC CHARACTERISTICS
AND 100-YEAR FLOW RATES
 (Rev. 6/97)

UNIT I

BASIN	AREA SQ MI	%A	%B	%C	%D	TP HRS	V100 AC-FT	Q100 CFS
101	.0313	0	35	15	50	.13	2.98	76.1
102	.0438	0	25	15	60	.13	4.58	113.2
103	.0125	0	35	15	50	.13	1.31	32.3
104	.0125	0	25	15	60	.13	1.31	32.3

UNIT II

BASIN	AREA SQ MI	%A	%B	%C	%D	TP HRS	V100 AC-FT	Q100 CFS
201	.0594	0	23	15	62	.13	6.320	155.34
203	.0156	0	80	13	7	.13	.846	27.64
204	.0172	0	35	15	50	.13	1.635	41.86
206	.0672	0	35	15	50	.20	6.388	128.97
207	.0234	0	10	50	40	.13	2.163	57.74
208	.0188	0	15	25	60	.13	2.001	49.59
301	.0250	0	30	15	55	.13	2.495	62.73
302	.0234	0	35	15	50	.13	2.224	56.94
303	.0516	0	30	15	55	.13	5.149	129.46
304	.0313	0	10	50	40	.13	2.893	77.23
305	.0141	0	15	25	60	.13	1.500	37.20

UNIT I FUTURE ULTIMATE CONDITION
FLOW RATES AT SELECTED LOCATIONS
 (Rev. 6/97)

LOCATION	Q100 (cfs)	AREA (sq mi)
Oakland & Louisiana	113	.0438
Eagle Rock & Louisiana	249	.1001
Modesto & Louisiana	260	.1048

TABLE 2

SUMMARY OF STREET CAPACITIES AND INLET CALCULATIONS

FOR EAGLE ROCK UNIT 1

LOCATION	WIDTH ft	SLOPE %	Q cfs	DEPTH ft	Q INLET cfs	# of INLETS	REMAIN Q (cfs)	ADDITIONAL Q (cfs)
Jet Road @ knuckle	26' FF	4.53	7.84	.23	2.00	1	5.84	
Bloodstone @ Moonstone	28' FF	3.17	12.59	.29				
Jasper Road	28'FF	0.6	7.0	.31				
Moonstone @ knuckle	32' FF	2.0	18.22	.40	5.30	1	12.92	
Eagle Rock @ Louisiana	40' FF	1.0	6.50	.32	2.30	2	1.90	
Modesto Avenue	40'FF	1.0	11.50	.38	3.30	1	8.20	

August 11, 1997

f:\eaglerck\stcapu1.tbl



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PROJECT Eagle Rock Unit 1

SUBJECT Retention Pond

BY _____ DATE _____

CHECKED _____ DATE _____

SHEET _____ OF _____

Pond Volume Calcs.

Retention Volume For 10-day storm (Unit 1 = 6.4 acres)

$$V_{10DAY} = V_{360} + A_D * \frac{(P_{10DAY} - P_{360})}{12}$$

$$V_{360} \text{ (ZONE 3)} = .92(.24) + 1.29(.10) + 2.36(.66) \\ = \frac{1.9074 \text{ inches (6.4 acres)}}{12} = 1.017 \text{ AF}$$

$$P_{360} = 2.6''$$

$$P_{10} = 4.9''$$

$$A_D = .66 (6.4 \text{ acres}) = 4.224 \text{ acres}$$

$$V_{10} = 1.017 \text{ AF} + 4.224 \text{ AC} \left(\frac{4.9 - 2.6}{12} \right) = 1.827 \text{ AF Req'd Volume.}$$

Pond Area @ top = 9545.0 sq.ft.

Pond Area @ bottom = 461.0 sq.ft

Depth = 17.5 ft.

Side Slopes = 2:1

$$\left(\frac{9545.0 + 461.0}{2} \right) 17.5 / 43560 = 2.01 \text{ AF}$$

Top of Pond = 5303.5'

$$MWS = 91.00$$

$$91.00 - 86.00 = 5 \text{ FT}$$

$$\frac{1}{2} = \frac{5}{x}$$

$$x = 10'$$

Approx Area of

Pond Bottom = 30 x 15.4

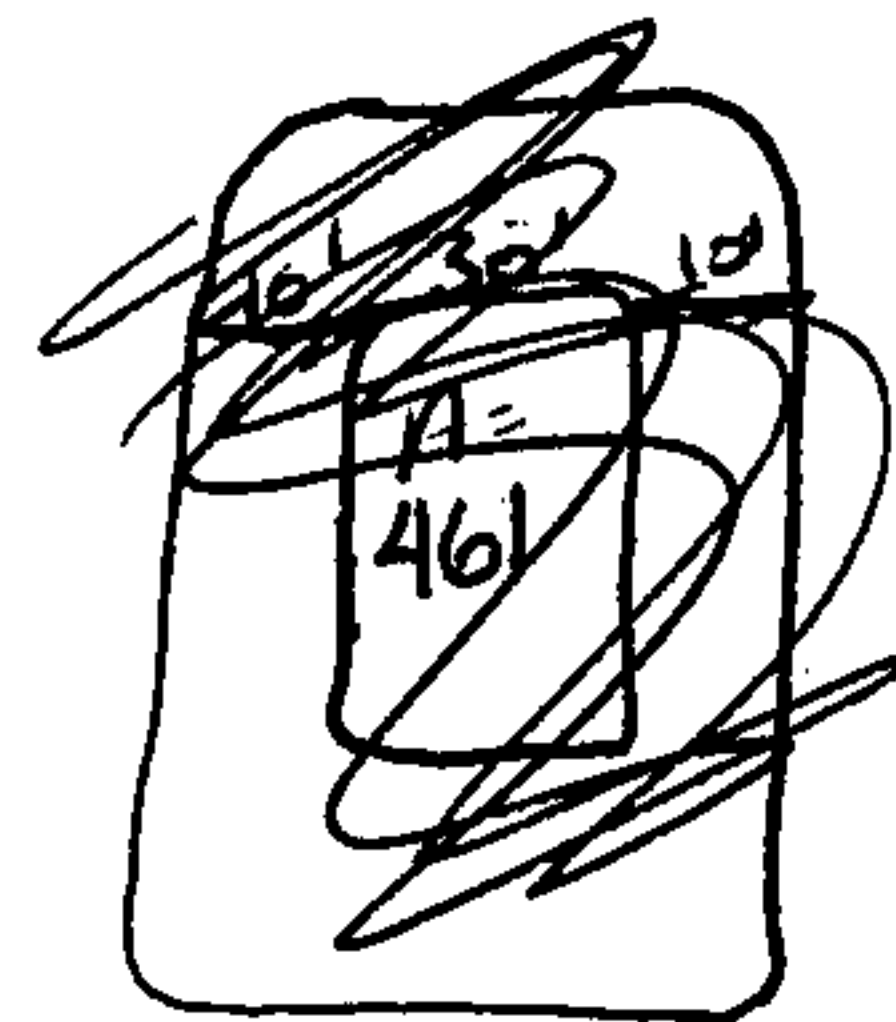
$$A = 461 \text{ SF}$$

5' up, Area ≈

$$50 \times 25$$

$$A = 1250 \text{ SF}$$

$$V = .098 \text{ AF}$$



AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994
 =09/17/1997

RUN DATE (MON/DAY/YR)

INPUT FILE = EAGLE12.DAT
 M_GOODWN.I01

USER NO. =

CFS	PAGE = 1	HYDROGRAPH	FROM ID	TO ID	AREA	PEAK DISCHARGE	RUNOFF VOLUME	TIME TO PEAK
PER	COMMAND	IDENTIFICATION	NO.	NO.	(SQ MI)	(CFS)	(AC-FT)	(INCHES) (HOURS)
ACRE	NOTATION							

START								
TIME= .00								
RAINFALL TYPE= 1								
RAIN6= 2.450								
COMPUTE NM HYD	101.00	-	1		.01250	32.81	1.190	1.78507 1.500
4.101 PER IMP= 66.00								
COMPUTE NM HYD	103.00	-	1		.01120	12.16	.353	.59110 1.500
1.696 PER IMP= .00								
COMPUTE NM HYD	104.00	-	1		.00313	3.40	.099	.59110 1.500
1.699 PER IMP= .00								
COMPUTE NM HYD	102.00	-	1		.01250	32.81	1.190	1.78507 1.500
4.101 PER IMP= 66.00								
COMPUTE NM HYD	105.00	-	1		.00600	6.52	.189	.59110 1.500
1.697 PER IMP= .00								
COMPUTE NM HYD	106.00	-	1		.00670	7.28	.211	.59110 1.500
1.697 PER IMP= .00								
FINISH								



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PROJECT Eagle Rock Unit 1
SUBJECT Sump Inlet Calcs.
BY _____ DATE _____
CHECKED _____ DATE _____
SHEET _____ OF _____

Sump Inlet Calculations

$$Q_{cap}(\text{front}) = 3.0(6.5)(.722)^{1.5} = 11.96 \text{ cfs}$$

$$Q_{cap}(\text{sides}) = 3.0(2)(2)(.85)^{1.5} = 9.40 \text{ cfs}$$

21.36 cfs Double "C"

$$\text{Two Double Type "C" inlets} = 2(21.36 \text{ cfs}) = 42.73 \text{ cfs}$$



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PROJECT Eagle Rock Unit 1
SUBJECT Inlet Elevations
BY _____ DATE _____
CHECKED _____ DATE _____
SHEET _____ OF _____

Preliminary Inlet Criteria

Location	Inlet Type	I.D.	Grate Elev.	Invert Elev.
Louisiana	A	# 1	3.76	99.76
Modesto	A	# 2	3.80	99.80
Louisiana	A	# 3	3.76	99.75
Knuckle	A	# 4	4.66	100.65
Sump	C-C	# 5	4.0	98.50
Sump	C-C	# 6	4.0	98.00
Knuckle	A	# 7	6.11	102.00
Eagle Rock	A	# 8	8.13	4.13



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PROJECT Eagle Rock Unit 1
SUBJECT Retention Pond Profile
BY _____ DATE _____
CHECKED _____ DATE _____
SHEET _____ OF _____

