PUBLIC WORKS/HYDROLOGY

D23/D8

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D23/D8

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FILE COPY

BOARD OF COUNTY COMMISSIONERS
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State of New Mexico

ONE CIVIC PLAZA N.W.
ALBUQUERQUE, NEW MEXICO 87102

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ROBERT H. SCOTT, PROBATE JUDGE

November 4, 1988

Robert A. Owens
154 Juniper Hill Road, NE
Albuquerque, New Mexico 87122

RE: FLOOD PLAIN CHECK FOR 1509 EAGLE RIDGE ROAD, NE
BP88-872 (D-23/D8)

Dear Mr. Owens:

I have reviewed the following drawings to determine if the proposed residence is in a 100 year flood plain. First, I used the plat with a topo of Sandia Heights South Unit 15, which was prepared by Bohannan-Huston. Second, the site plan for 1509 Eagle Ridge Road. Both plans showed that the residence will be constructed above the 100 year flood plain.

Due to the elevation difference between the flood plain and the finish floor, certification will not be needed. Should you have any questions, please call me at 768-2650.

Cordially,

Carlos A. Montoya

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj
(WP+912)

25×10

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BERNALILLO COUNTY NEW MEXICO BUILDING PERMIT APPLICATION

OWNER Robert A. Owens PHONE 293-6032 NO. 88-872

ADDRESS 154 Juniper Hill Rd. NE ZIP 87122 MAP NO. D-23/E-1

CONTRACTOR SAME PHONE 299-2826 VALUATION $ 178,554

ADDRESS SAME ZIP SAME PERMIT FEE $ 405.92

STATE LICENSE NO.

ARCHITECT/ENGINEER LICENSE NO. PHONE

BUILDING ADDRESS/DIRECTIONS TO SITE North on Tramway to San Rafael East to Marigold South to Eagle Ridge Rd.

LEGAL DESCRIPTION Lot 1509 U-15 Sandia Hgs. South

EXISTING BUILDINGS AND USE None - Vacant

STATE SPECIFIC USE OF BUILDING Single Family Residence

BERNALILLO COUNTY USE ONLY: Type of Construction I, II, III, IV, V — 1 hr. HT, N FR.
Occupancy Group A, E, I, ~~H~~, R, M
Division 1, 2, 2.1, 3, 4, 5

1 story 4331 sq. ft. Max. Ht. of Structure 26'

2 story 743 sq. ft. Total Floor Area Under Roof 5074 ft²

3 story sq. ft.

Basement sq. ft.

RECEIVED OCT 25 1988 HYDROLOGY SECTION

PROPOSED YARD: (From property line to primary structure) Front 100 ft. Rear 350 ft. Right Side 16 ft. Left Side 156 ft.

I hereby acknowledge that I have read this application and stated that the above is correct. I agree to comply with the requirements of the BERNALILLO COUNTY UNIFORM BUILDING CODE. I waive my right to require the inspector to possess a search warrant before he enters the premises to inspect the building covered by this permit, however, I waive this right only on the following conditions: The inspector must be approved by the General Construction Board, the inspection must be made at reasonable times for the purpose of determining whether the work or building or structure or premises complies with the BERNALILLO COUNTY UNIFORM BUILDING CODE. I understand that the issuance of this permit shall not prevent BERNALILLO COUNTY from requiring compliance with the provisions of the BERNALILLO COUNTY BUILDING CODE.

I propose property improvement or use as noted above and agree to comply with the requirements of the County Zoning Ordinance. I understand the granting of a permit does not abrogate or annul any private restrictions. I certify that the attached plan is complete and correct.

We hereby waive any requirement that BERNALILLO COUNTY must check construction plans in connection herewith in its office. We realize that the designated agent (building inspector) for BERNALILLO COUNTY may check any construction, or plans during construction at the job site to determine compliance with the provisions of the BERNALILLO COUNTY UNIFORM BUILDING CODE.

IF APPROVED, CONSTRUCTION MUST BE STARTED WITHIN SIX MONTHS FROM DATE OF APPROVAL, AND NOT CEASE FOR A PERIOD OF OVER 180 DAYS OR THIS BUILDING PERMIT WILL BE CANCELLED.

KPM 10-17-88

APPROVED: John R. Lucero
Building/Zoning & Planning Director

DATE:

OWNER/AGENT Robert A. Owens CONTRACTOR/AGENT

25 × 10

0000 0000 7145

THIS MICROIMAGE IS THE BEST AVAILABLE
REPRODUCTION DUE TO THE POOR QUALITY
OF THE ORIGINAL DOCUMENT.

SANDIA HEIGHTS SOUTH
UNIT 15

WITHIN PROJECTED SECTIONS 23 & 26, T11N, R4E, NMPM
BERNALILLO COUNTY, NEW MEXICO
1" = 200'

CURVE DATA

NR.	RADIUS	ARC	CHORD	DELTA	TANGENT
C1	927.28'	555.75'	547.47'	34°20'22"	286.50'
C2	1515.69'	590.73'	587.00'	22°19'51"	299.16'
C3	446.98'	313.35'	306.98'	40°09'59"	163.42'
C4	545.20'	696.03'	649.72'	71°08'16"	404.91'
C5	442.13'	177.58'	176.39'	23°00'06"	90.00'
C6	88.61'	130.15'	119.78'	84°09'17"	80.00'
C7	1264.39'	59.79'	59.68'	02°42'27"	30.00'
C8	1264.39'	49.54'	49.54'	02°14'41"	24.77'
C9	264.39'	110.25'	110.21'	24°59'45"	55.86'
C10	358.14'	266.92'	260.78'	42°42'05"	140.00'
C11	366.11'	218.94'	218.42'	18°15'52"	110.80'
C12	534.63'	197.72'	196.59'	21°11'21"	100.00'
C13	693.52'	198.63'	197.95'	16°24'16"	100.00'
C14	808.82'	392.13'	388.30'	27°46'42"	200.00'
C15	808.82'	132.30'	132.15'	09°22'20"	66.30'
C16	808.82'	259.83'	258.72'	18°24'22"	131.04'
C17	298.33'	137.51'	136.30'	26°24'34"	70.00'
C18	298.33'	43.97'	43.58'	08°02'47"	47.38'
C19	298.33'	43.51'	43.51'	08°22'07"	21.81'
C20	380.49'	157.70'	156.58'	23°44'50"	80.00'
C21	546.58'	292.79'	289.30'	30°41'32"	150.00'
C22	546.58'	132.26'	128.97'	13°51'37"	66.50'
C23	462.86'	196.97'	195.49'	24°22'56"	100.00'
C24	653.89'	285.38'	283.12'	25°00'22"	145.00'
C25	544.98'	340.35'	334.69'	35°47'23"	176.93'
C26	78.42'	174.59'	187.71'	136°03'55"	95.00'
C27	927.28'	115.80'	115.72'	07°09'18"	57.97'
C28	927.28'	197.38'	197.21'	12°12'00"	99.17'
C29	927.28'	51.88'	51.88'	03°12'30"	25.95'
C30	927.28'	64.20'	64.18'	03°58'00"	32.11'
C31	927.28'	126.20'	126.20'	07°48'15"	63.24'
C32	1515.69'	111.18'	111.15'	04°12'10"	55.66'
C33	1515.69'	170.53'	170.04'	06°25'55"	85.16'
C34	1515.69'	26.07'	26.07'	00°59'08"	13.04'
C35	1515.69'	257.90'	257.58'	09°45'12"	129.26'
C36	1515.69'	25.45'	25.45'	00°57'43"	12.72'
C37	446.98'	81.26'	81.15'	10°24'58"	40.74'
C38	446.98'	135.14'	134.63'	17°19'15"	68.16'
C39	446.98'	96.75'	96.56'	12°24'07"	48.57'
C40	545.20'	102.54'	102.39'	10°46'35"	51.42'
C41	545.20'	215.93'	214.52'	22°41'25"	109.40'
C42	545.20'	200.35'	199.22'	21°03'17"	101.32'
C43	545.20'	77.21'	76.43'	08°07'24"	38.69'
C44	545.20'	187.61'	186.63'	19°00'08"	94.87'
C45	63.61'	93.43'	85.25'	84°09'17"	57.43'
C46	1209.39'	91.71'	91.69'	04°04'31"	45.88'
C47	1209.39'	71.23'	71.23'	03°09'55"	35.63'
C48	333.14'	32.17'	32.16'	05°32'00"	16.10'
C49	333.14'	111.53'	111.01'	19°10'55"	56.39'
C50	333.14'	104.58'	104.15'	17°59'10"	52.72'
C51	391.11'	98.53'	98.27'	14°26'05"	49.53'
C52	391.11'	28.53'	28.52'	04°10'47"	14.27'
C53	391.11'	54.03'	54.03'	07°55'03"	27.05'
C54	559.63'	111.80'	111.71'	11°27'23"	56.14'
C55	559.63'	41.01'	41.00'	04°11'55"	20.51'
C56	559.63'	70.03'	70.00'	07°10'03"	35.04'
C57	718.52'	135.76'	135.56'	10°49'33"	68.08'
C58	25.00'	42.84'	37.79'	98°11'23"	28.86'
C59	25.00'	10.15'	9.91'	23°15'29"	5.14'
C60	40.00'	149.30'	46.24'	70°31'22"	28.33'
C61	40.00'	45.77'	43.32'	65°33'51"	25.76'
C62	40.00'	41.62'	39.77'	59°36'54"	22.92'
C63	40.00'	53.48'	49.57'	76°34'19"	31.57'
C64	25.00'	35.70'	32.74'	81°48'35"	21.66'
C65	783.82'	72.10'	72.07'	05°15'12"	36.06'
C66	783.82'	170.42'	170.08'	12°27'27"	85.55'
C67	783.82'	137.50'	137.32'	10°03'03"	68.93'
C68	380.49'	51.55'	51.51'	07°45'29"	25.81'
C69	380.49'	149.21'	148.15'	23°42'55"	75.69'
C70	40.00'	26.61'	26.12'	38°07'07"	13.82'
C71	40.00'	41.78'	39.88'	59°48'24"	22.97'
C72	40.00'	43.42'	41.32'	62°16'39"	24.13'
C73	40.00'	54.83'	50.69'	78°37'38"	32.76'
C74	25.00'	29.49'	27.75'	67°35'11"	16.67'
C75	400.49'	152.13'	151.53'	21°45'12"	76.97'
C76	400.49'	33.86'	33.85'	04°50'38"	16.94'
C77	278.33'	128.29'	127.13'	26°24'34"	65.14'
C78	40.00'	21.91'	20.87'	29°38'54"	10.70'
C79	40.00'	54.79'	50.81'	78°29'32"	32.67'
C80	40.00'	55.18'	51.13'	79°00'00"	32.90'
C81	40.00'	35.28'	34.15'	50°32'24"	18.88'
C82	318.33'	35.01'	34.99'	06°18'03"	17.52'
C83	25.00'	44.00'	38.58'	100°30'55"	30.23'
C84	833.82'	34.95'	34.90'	06°31'29"	17.53'
C85	833.82'	133.94'	133.80'	09°12'13"	67.11'

CURVE DATA

NR.	RADIUS	ARC	CHORD	DELTA	TANGENT
C86	25.00'	15.50'	15.26'	35°32'09"	8.00'
C87	526.58'	27.81'	27.74'	03°01'57"	13.91'
C88	526.58'	146.70'	146.23'	15°57'45"	73.83'
C89	526.58'	14.03'	14.03'	01°31'35"	7.02'
C90	40.00'	19.83'	19.63'	28°23'14"	10.14'
C91	40.00'	61.02'	55.42'	87°41'48"	38.42'
C92	40.00'	44.24'	42.00'	63°36'07"	24.56'
C93	40.00'	49.15'	46.12'	70°24'03"	28.56'
C94	566.58'	68.59'	68.55'	06°56'22"	34.34'
C95	566.58'	44.24'	44.23'	04°28'39"	22.13'
C96	566.58'	10.12'	10.12'	01°02'29"	5.06'
C97	25.00'	40.40'	36.15'	92°35'06"	26.05'
C98	833.82'	47.52'	47.46'	03°16'10"	23.76'
C99	668.52'	49.83'	49.82'	04°16'14"	24.92'
C100	668.52'	41.54'	41.38'	03°33'57"	20.77'
C101	509.63'	53.14'	53.13'	06°00'00"	26.61'
C102	509.63'	54.54'	54.51'	06°08'16"	27.30'
C103	25.00'	39.56'	35.56'	90°39'03"	25.29'
C104	432.96'	47.57'	47.55'	06°17'35"	23.81'
C105	432.96'	47.77'	47.74'	06°19'06"	23.90'
C106	193.23'	30.77'	30.67'	09°07'49"	15.41'
C107	193.23'	124.85'	122.63'	37°01'12"	64.74'
C108	25.00'	35.18'	32.35'	80°37'24"	21.57'
C109	25.00'	46.49'	40.08'	106°52'05"	33.54'
C110	492.86'	52.93'	52.90'	06°09'17"	26.49'
C111	492.86'	49.48'	49.46'	05°45'35"	24.74'
C112	492.86'	160.26'	159.56'	18°37'55"	80.84'
C113	25.00'	50.60'	36.28'	115°55'05"	42.44'
C114	141.10'	98.52'	96.52'	40°00'14"	51.64'
C115	183.14'	108.46'	106.89'	33°55'27"	56.59'
C116	183.14'	57.57'	57.35'	18°00'32"	29.07'
C117	183.14'	60.22'	59.96'	18°50'33"	30.37'
C118	239.39'	60.20'	60.19'	14°24'38"	30.24'
C119	239.39'	40.33'	40.29'	09°39'07"	20.21'
C120	98.42'	62.72'	61.66'	36°31'18"	32.54'
C121	98.42'	90.54'	87.26'	52°41'43"	48.52'
C122	164.75'	40.33'	40.23'	14°01'37"	20.26'
C123	164.75'	122.32'	119.49'	42°32'49"	64.21'
C124	164.75'	120.90'	118.07'	42°03'11"	63.50'
C125	164.75'	10.55'	10.54'	03°40'24"	5.28'
C126	164.75'	44.01'	43.87'	15°18'44"	22.12'
C127	473.89'	15.42'	15.35'	01°51'49"	7.71'
C128	473.89'	99.61'	99.52'	12°02'06"	49.99'
C129	473.89'	48.50'	48.48'	05°52'04"	24.27'
C130	40.00'	10.49'	10.46'	15°01'45"	5.28'
C131	40.00'	46.50'	43.93'	66°36'09"	26.22'
C132	40.00'	49.07'	46.07'	70°18'03"	28.63'
C133	40.00'	49.73'	46.52'	71°13'33"	28.65'
C134	25.00'	10.52'	10.44'	24°05'51"	5.34'
C135	533.89'	133.39'	133.09'	14°19'03"	67.05'
C136	533.89'	24.38'	24.38'	02°36'57"	12.19'
C137	533.89'	49.95'	49.93'	05°21'49"	24.99'
C138	533.89'	49.95'	49.93'	05°21'49"	24.99'
C139	524.75'	115.62'	115.39'	12°37'25"	58.14'
C140	524.75'	23.25'	23.24'	02°32'46"	11.63'
C141	524.75'	50.16'	44.60'	05°28'07"	25.13'
C142	25.00'	39.95'	35.83'	91°32'55"	25.68'
C143	239.39'	4.55'	4.55'	01°05'38"	2.28'
C144	133.61'	16.47'	16.37'	07°03'26"	8.25'
C145	133.61'	81.95'	80.18'	35°19'43"	42.85'
C146	133.61'	68.51'	67.48'	34°33'06"	35.16'
C147	133.61'	167.54'	156.42'	71°51'06"	94.91'
C148	526.58'	30.00'	30.00'	03°15'55"	15.00'
C149	566.58'	93.59'	93.48'	09°27'51"	46.90'
C150	400.49'	20.00'	20.00'	02°51'51"	10.00'

TANGENT DATA

NR.	DISTANCE	BEARING
T1	65.23'	S87°07'15"W
T2	260.14'	S46°55'11"W
T3	99.05'	N59°51'12"W
T4	14.03'	N30°08'48"E
T5	20.00'	N74°06'06"E
T6	20.00'	N80°45'52"E
T7	20.00'	S71°14'08"E
T8	44.96'	N09°14'08"E
T9	29.51'	N81°41'53"E
T10	15.00'	N45°00'00"E
T11	8.19'	N45°00'00"E
T12	14.99'	N45°00'00"E
T13	32.00'	S44°40'00"E
T14	22.97'	S03°08'55"W
T15	24.03'	S03°08'55"W
T16	25.00'	S71°14'08"E
T17	27.26'	N09°14'08"E
T18	9.19'	S09°14'08"W
T19	33.52'	N22°46'24"W
T20	33.02'	N22°46'24"W
T21	47.96'	S63°44'50"W
T22	19.98'	S63°44'50"W
T23	75.30'	N45°14'25"E
T24	33.59'	N45°14'25"E
T25	33.59'	N45°14'25"E
T26	152.11'	N88°52'25"W
T27	51.59'	S71°05'55"W
T28	85.03'	S88°25'05"W
T29	86.65'	N85°28'19"W
T30	165.95'	N85°28'19"W
T31	232.47'	S82°11'08"E
T32	34.56'	S82°11'08"E
T33	95.09'	N67°39'50"E
T34	98.08'	S87°39'50"E
T35	66.42'	N00°44'22"E
T36	51.00'	S00°44'22"E
T37	32.00'	S00°44'22"E
T38	10.00'	S00°44'22"E
T39	221.11'	N76°32'15"E
T40	32.00'	S00°44'22"E
T41	10.00'	S00°44'22"E
T42	149.32'	S64°12'43"W
T43	34.32'	S54°14'08"E
T44	76.61'	S54°14'08"E
T45	107.37'	N62°24'33"E
T46	194.24'	N59°44'50"E
T47	33.97'	S71°13'33"E
T48	28.00'	S71°13'33"E
T49	46.37'	S71°13'33"E
T50	10.00'	S71°13'33"E
T51	58.00'	S71°13'33"E
T52	58.00'	S71°13'33"E
T53	54.04'	N66°23'38"W
T54	25.00'	S81°39'33"E
T55	25.00'	S81°39'33"E
T56	127.00'	S52°27'00"E

TANGENT DATA

NR.	DISTANCE	BEARING
T57	39.00'	N51°18'45"W
T58	214.53'	N51°18'45"W
T59	211.38'	N51°18'45"W
T60	64.23'	N38°15'15"E
T61	180.25'	S51°15'15"E
T62	124.18'	N86°25'34"W
T63	98.21'	S71°11'59"E
T64	203.56'	S71°11'59"E
T65	88.54'	N74°04'40"E
T66	16.49'	S50°19'24"E
T67	42.20'	S50°19'24"E
T68	30.00'	N80°11'14"E
T69	48.00'	S51°18'45"E
T70	83.88'	S80°18'45"E
T71	85.94'	S80°18'45"E
T72	82.38'	S67°18'45"E
T73	85.94'	S80°18'45"E
T74	85.94'	S80°18'45"E
T75	82.99'	S67°18'45"E
T76	58.98'	S51°18'45"E
T77	34.35'	S51°18'45"E
T78	30.00'	S51°18'45"E
T79	48.00'	S51°18'45"E
T80	48.04'	S51°18'45"E
T81	100.54'	N51°18'45"W
T82	39.00'	N51°18'45"W
T83	20.91'	N21°15'15"E
T84	20.91'	N21°15'15"E
T85	159.36'	N51°15'15"W
T86	49.24'	S51°15'15"E
T87	49.24'	S51°15'15"E
T88	49.24'	S51°15'15"E
T89	49.24'	S51°15'15"E
T90	61.08'	S51°15'15"E
T91	49.24'	S51°15'15"E
T92	162.21'	S51°15'15"E
T93	49.24'	S51°15'15"E
T94	49.24'	S51°15'15"E
T95	49.24'	S51°15'15"E
T96	49.24'	S51°15'15"E
T97	49.24'	S51°15'15"E
T98	49.24'	S51°15'15"E
T99	49.24'	S51°15'15"E
T100	49.24'	S51°15'15"E
T101	49.24'	S51°15'15"E
T102	49.24'	S51°15'15"E
T103	49.24'	S51°15'15"E
T104	49.24'	S51°15'15"E
T105	49.24'	S51°15'15"E
T106	49.24'	S51°15'15"E
T107	49.24'	S51°15'15"E
T108	49.24'	S51°15'15"E
T109	49.24'	S51°15'15"E
T110	49.24'	S51°15'15"E
T111	49.24'	S51°15'15"E
T112	49.24'	S51°15'15"E
T113	49.24'	S51°15'15"E
T114	49.24'	S51°15'15"E
T115	49.24'	S51°15'15"E
T116	49.24'	S51°15'15"E
T117	49.24'	S51°15'15"E
T118	49.24'	S51°15'15"E
T119	49.24'	S51°15'15"E
T120	49.24'	S51°15'15"E
T121	49.24'	S51°15'15"E
T122	49.24'	S51°15'15"E
T123	49.24'	S51°15'15"E
T124	49.24'	S51°15'15"E
T125	49.24'	S51°15'15"E
T126	49.24'	S51°15'15"E
T127	49.24'	S51°15'15"E
T128	49.24'	S51°15'15"E
T129	49.24'	S51°15'15"E
T130	49.24'	S51°15'15"E
T131	49.24'	S51°15'15"E
T132	49.24'	S51°15'15"E
T133	49.24'	S51°15'15"E
T134	49.24'	S51°15'15"E
T135	49.24'	S51°15'15"E
T136	49.24'	S51°15'15"E
T137	49.24'	S51°15'15"E
T138	49.24'	S51°15'15"E
T139	49.24'	S51°15'15"E
T140	49.24'	S51°15'15"E
T141	49.24'	S51°15'15"E
T142	49.24'	S51°15'15"E
T143	49.24'	S51°15'15"E
T144	49.24'	S51°15'15"E
T145	49.24'	S51°15'15"E
T146	49.24'	S51°15'15"E
T147	49.24'	S51°15'15"E
T148	49.24'	S51°15'15"E
T149	49.24'	S51°15'15"E
T150	49.24'	S51°15'15"E

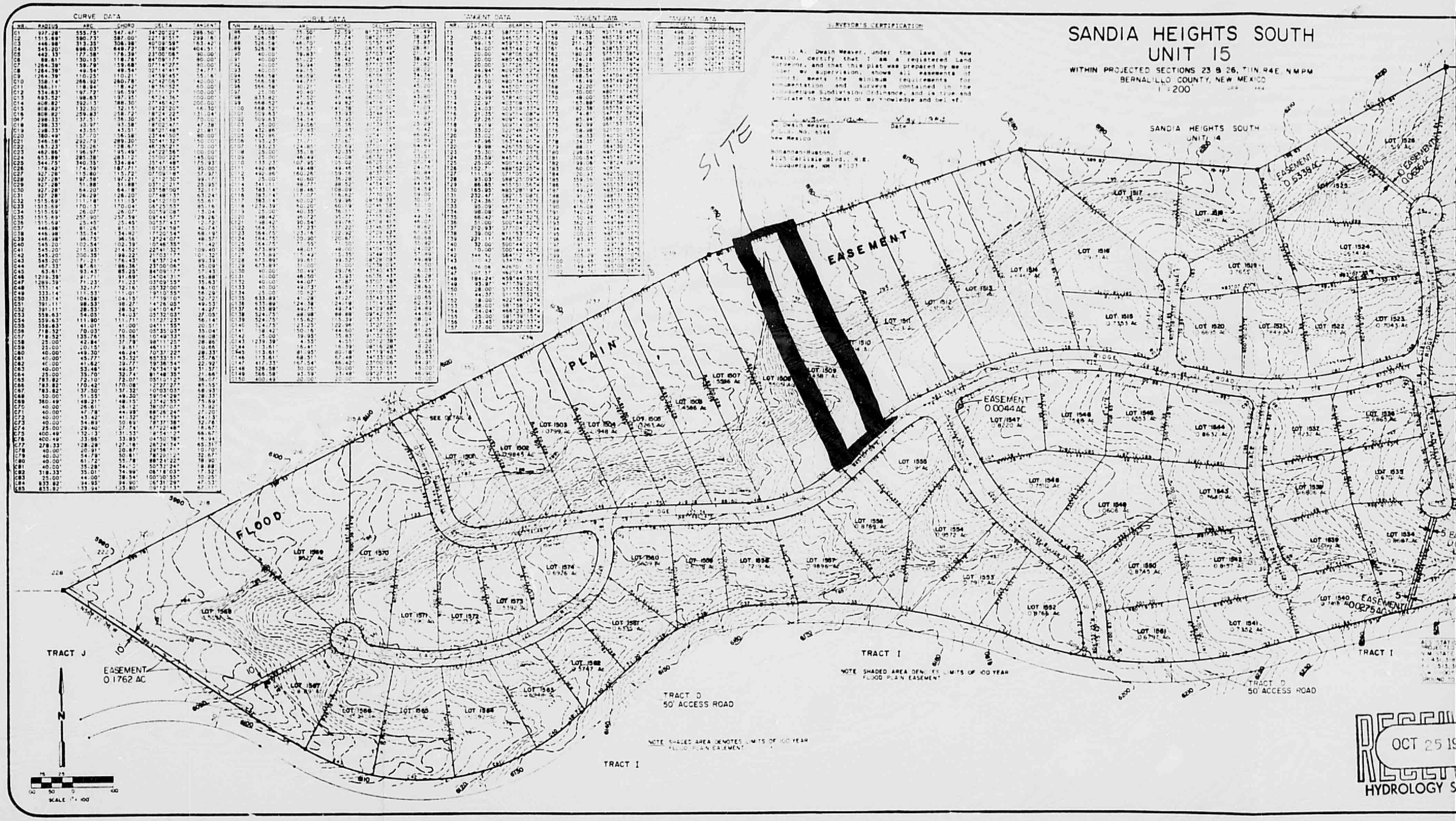
SURVEYOR'S CERTIFICATION

I, A. Dwain Weaver, 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 contained in the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

A. Dwain Weaver
Registration No. 6544
New Mexico

Date

Bohannan-Huston, Inc.
4655 Carlisle Blvd., N.E.
Albuquerque, NM 87107



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HYDROLOGY S

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0000 0000 1146

PLANS/PLATS ON FILE

FILE DESC: D23/D8

PLANS/PLATS 1

25 × 10

0000 0000 D147

25×10

HYDROLOGY C23/D8 7 PLANS

C 23/D8

7 PLANS

CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE

REF. NO._____

July 11, 1986

TO: Rex King, County Planner

FROM: Fred Aguirre, City Hydrologist

SUBJECT: CASE SC5-86-44, THE BRUSHWOOD SUBDIVISION

I have the following comments in regards to the Preliminary Plat approval request of the referenced subdivision:

1. The stability and capacity of the AMAFCA easement adjacent to Cedar Hill Road to receive the proposed diverted waters should be addressed.

2. Is there capacity across Cedar Hill Road to pass the diverted flows?

3. Downstream capacity analysis should be required for a fully developed watershed to determine if free discharge is appropriate for this subdivision.

4. Recommend the development provide all weather crossings on Tennyson Avenue in lieu of dip sections since this is the major access to the subdivision.

5. Downstream easements should be required to discharge developed flows.

6. Recommend that City Ordinances be imposed since all downstream infrastructures affected are within City Limits.

RAG:FJA/bsj

C23/D8

Project No. 86-384
D.R.C. Project No. N/A
Date Submitted 12/24/86

County Improvements Only

REQUIRED INFRASTRUCTURE IMPROVEMENTS
for
Unit 24, Sandia Heights South

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Type Improvement	Unit Cost	Quantity	Amount
Internal Streets - Typically 32' wide full width pavement section and three (3) 15' paved access easements. Approximately 550 LF of 36' width pavement shall be constructed within the subdivision at the San Francisco and Tramway Terrace Court entrances.			
1. 6" Sub base	$0.73	10,120 SY	$ 7,387.60
2. 2" Asphalt Surface Course	4.04	10,120 SY	40,884.80
3. Grading	1.05	12,717 SY	13,352.85
4. PCC Header Curb	7.70	730 LF	5,621.00
Internal Storm Drain			
1. Storm Inlet	1,000.00	1 EA	1,000.00
2. 30" CMP	13.00	120 LF	1,560.00
3. 4' Dia Type "C" MH	1,300.00	1 EA	1,300.00
4. Trenching (18"-36") Less Than 8' D	9.50	120 LF	1,140.00
Tennyson Street - 24' wide half-street pavement (west side) to be installed adjacent to site only.			
1. 6" Sub base	$0.73	1,867 SY	1,362.91
2. 2" Asphalt Surface Course	4.04	1,867 SY	7,542.68
3. Grading	1.05	2,334 SY	2,450.70
4. 24" CMP Culvert	11.00	30 LF	330.00

Required Infrastructure Listing
Unit 24, Sandia Heights South

Type Improvement	Unit Cost	Quantity	Amount
Tramway Terrace			
1. 24" CMP Culvert	11.00	30 LF	330.00
		TOTAL	$84,262.54

Prepared by: James Topmiller
Print Name James Topmiller
Firm Bohannan-Huston, Inc.

****

Approvals

Robert A. Tourney 1-13-87
Traffic, DRB — Date

Jon E. Eckgaard 1/13/87
BRD, DRB — Date

Parks & Rec. DRB — Date

Fred Higgins 1/13/87
City Engineer — Date

Dan Sabo 12-22-86
AMAFCA — Date

Frank Chavez 1/13/87
DRB Chairman — Date

John Paschek 12-23-86
County of Bernalillo Road Department — Date

D.R.B. Case No. 86-384
D.R.C. Project No. _____
Date Submitted 8-19-86

County Improvements Only

REQUIRED INFRASTRUCTURE LISTING
for
Brushwood Subdivision
Unit 28, Section C, Sandia Heights South

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Type Improvement	Unit Cost	Quantity	Amount
Internal Streets - 32' wide full width pavement section and one (1) paved rectangular cul-de-sac. - 36' wide full width pavement section on Tramway Circle from Tennyson to Lot 53/54 common boundary.			
1. 6" Sub base	$0.73	3909 SY	$2,853.57
2. 2" Asphalt Surface Course	4.04	3909 SY	15,792.36
3. Grading	1.05	4886 SY	5,130.30
Tennyson Avenue - 24' wide half-street pavement section (west side of right-of-way) installed adjacent to Section C and extending to Tramway Lane.			
1. 6" Sub base	$0.73	2413 SY	1,761.49
2. 2" Asphalt Surface Course	4.04	2413 SY	9,748.52
3. Grading	1.05	3016 SY	3,166.80
4. 24" CMP Culvert	11.00	60 LF	660.00
		TOTAL	$39,113.04

Prepared by: James Topmiller
Print Name James Topmiller
Firm Bohannan-Huston, Inc.

****

Approvals

Traffic, DRB Date

WRD, DRB 8/19/86 Date

Parks & Rec. DRB Date

City Engineer DRB 8/19/86 Date

AMAFCA 8/15/86 Date

DRB Chairman Date

County of Bernalillo Road Department 8/15/86 Date

1 of 1

C23/D8

D.R.B. Case No. 86-384
D.R.C. Project No.
Date Submitted 8-19-86

County Improvements Only

REQUIRED INFRASTRUCTURE LISTING
for
Brushwood Subdivision
Unit 28, Section B, Sandia Heights South

RECEIVED
AUG 22 1986
HYDROLOGY SECTION

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Type Improvement	Unit Cost	Quantity	Amount
Internal Streets - 32' wide full width pavement section and two (2) paved rectangular cul-de-sacs. -36' wide full width pavement section on Oakland Ave.			
1. 6" Sub base	$0.73	3980 SY	$2,905.40
2. 2" Asphalt Surface Course	4.04	3980 SY	16,079.20
3. Grading	1.05	5000 SY	5,250.00
Tennyson Avenue - 24' wide half-street pavement (west side) to be installed adjacent to Section B only.			
1. 6" Sub base	$0.73	1280 SY	934.40
2. 2" Asphalt Surface Course	4.04	1280 SY	5,171.20
3. Grading	1.05	1600 SY	1,680.00
4. 24" CMP Culvert	11.00	30 LF	330.00
5. 36" CMP Culvert	17.00	30 LF	510.00
		TOTAL	$32,860.20

Prepared by: James Topmiller
Print Name James Topmiller
Firm Bohannan-Huston, Inc.

****

Approvals

Robert A. Sanchez 8-19-86
Traffic, DRB Date

Jon E. Eubanks 8/19/86
WRD, DRB Date

Paul Sciers 8-19-86
Parks & Rec. DRB Date

Fred Nagin 8/19/86
City Engineer DRB Date

Dan Sabo 8/15/86
AMAFCA Date

Richard Oneen 8/19/86.
DRB Chairman Date

John Ramsey 8/18/86
County of Bernalillo Road Department Date

1 of 1

BOHANNAN-HUSTON

BERNALILLO COUNTY
SUBDIVISION APPROVAL
PACKAGE FOR
"THE BRUSHWOOD"
SANDIA HEIGHTS SOUTH
UNIT 28, SECTIONS B &
SECTION C

INC.

SC5-86-44

DRB - 86 - 384

BERNALILLO COUNTY
SUBDIVISION APPROVAL
PACKAGE FOR
"THE BRUSHWOOD"
SANDIA HEIGHTS SOUTH
UNIT 28, SECTIONS B &
SECTION C

C23/D8

PREPARED BY:

BOHANNAN-HUSTON, INC.
7500 JEFFERSON N.E.
ALBUQUERQUE, NM 87109

JUNE 1986

JOB NO. 6 153 3

BERNALILLO COUNTY SUBDIVISION APPROVAL PACKAGE
FOR
SANDIA HEIGHTS SOUTH, UNIT 28, SECTIONS B AND C

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PART I

DISCLOSURE STATEMENT

DISCLOSURE STATEMENT

READ THIS DOCUMENT
BEFORE YOU
SIGN ANY DOCUMENT OR AGREE TO ANYTHING

This Disclosure Statement is intended to provide you with enough information to permit you to make an informed decision on the purchase or lease of property described in this statement. You should read carefully all of the information contained in this statement before you decide to buy or lease the described property. You should be aware of the fact that various state agencies may have issued opinions on both the subdivision proposal and what is said in this disclosure statement about the proposal. These opinions, when required to be issued, whether favorable or unfavorable, are contained in this Disclosure Statement and should also be read carefully.

The Planning Commission and Board of County Commissioners have examined this Disclosure Statement to determine whether the subdivider can satisfy what he has said in this Disclosure Statement. However, the Planning Commission and the Board of County Commissioners will not vouch for the accuracy of what is said in this Disclosure Statement. Further, this Disclosure Statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

Finally, the Planning Commission and the Board of County Commissioners recommended that you see the property before buying or leasing it. However, if you do not see the property prior to purchasing it, you have six months from the time of purchase or lease to inspect the property. Upon inspecting the property, you have three days from the date of inspection to rescind the transaction and receive all of your money back from the subdivider. You must give the subdivider notice of your intent to rescind within three days of your inspection of the property.

1. NAME OF SUBDIVISION

"The Brushwood"
Sandia Heights South, Unit 28, Section B and Section C

2. NAME AND ADDRESS OF SUBDIVIDER

Sandia Peak Tram Company
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES OR LEASING IN NEW MEXICO

Alvarado Realty Company
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

	Present	**Anticipated**
Number of Parcels:	50 lots	
Number of Acres:	9.94 acres	N/A

5. **SIZE OF LARGEST PARCEL OFFERED FOR SALE OR LEASE WITHIN THE SUBDIVISION**

0.26 acres

6. **SIZE OF SMALLEST PARCEL OFFERED FOR SALE OR LEASE WITHIN THE SUBDIVISION**

0.11 acres

7. **PROPOSED RANGE OF SELLING OR LEASING PRICES**

Amount	**Size of Parcel**
$30,000 = Lowest Amount $50,000 = Highest Amount	Various Sizes

8. **FINANCING TERMS**

Minimum down payment: 10%
Maximum term of loan: 10 years

9. **NAME AND ADDRESS OF HOLDER OF LEGAL TITLE**

Sandia Peak Tram Company
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

NAME AND ADDRESS OF OFFICERS - AmeriWest Corporation

Robert Murphy - President and Chairman of the Board
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

Louis Abruzzo - Vice President
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

Julius Rosenthal - Vice President & Treasurer
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

Jon H. Tuthill - Assistant Secretary
800 ABC Complex
200 Lomas N.W.
Albuquerque, NM 87102

10. **NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE**

None

11. **CONDITION OF TITLE**

Fee Simple

12. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING ITS USE OR OCCUPANCY

There are no recorded restrictions or reservations of record at present. Attached are proposed restrictions or reservations with regard to subdivision.

13. ESCROW AGENT

Alvarado Realty
No. 10 Tramway Loop N.E.
Albuquerque, NM 87122

14. UTILITIES

	Cost to Purchaser
Telephone Service: Mountain Bell	Normal Service Charges
Electrical Service: Public Service Company of NM	Normal Service Charges
Gas Service: None	N/A
Water Service: Sandia Peak Utility Company	$175.00 hook-up fee

Liquid Waste Disposal: Discharge to Albuquerque City Sewer System as per 1980 agreement between Sandia Peak Tram Company and the City of Albuquerque

Solid Waste Disposal available from City of Albuquerque	Normal Service Charges

15. INSTALLATION OF UTILITIES

Utility	**Date Available**
Telephone	Presently available
Electricity	Presently available
Gas	Presently available
Water	Presently available
Liquid Waste Disposal	Presently available
Solid Waste Disposal	Presently available

16. UTILITY LOCATION

a. All utilities are to be provided to each parcel in subdivision.
b. All utilities to be provided will be located underground.

17. WATER USE

There will be water for domestic use, without limitation, physical or legal. Sandia Peak Utility Company will furnish the water.

18. AMOUNT OF WATER

An average daily supply

19. WATER DELIVERY

Underground to lot

20. WATER SYSTEM EXTENSION

Prospective owners will not be able to receive water service prior to date scheduled by subdivider.

21. LIFE EXPECTANCY OF THE WATER SUPPLY:

Source	Life Expectancy
Love Well	Greater than 40 years

22. WELLS

N/A

23. SURFACE WATER

N/A

24. STATE ENGINEER'S OPINION ON WATER

Water Supply Plan Submitted in May, 19[illegible]5, soliciting State Engineer's Opinion.

25. WATER QUALITY

Water will be provided by Sandia Peak Utility Company. Water complies with Safe Drinking Water Act and is suitable for domestic use.

26. ENVIRONMENTAL IMPROVEMENT AGENCY'S OPINION ON WATER QUALITY

Water Quality Plan submitted in May, 1976, soliciting EIA's opinion.

27. LIQUID WASTE DISPOSAL

Liquid waste disposal is by underground sanitary sewer from the house to a lift station which discharges waste flows to the Albuquerque city sewer system. Private sewer lines are operated and maintained by Sandia Peak Tram Company.

28. ENVIRONMENTAL IMPROVEMENT AGENCY'S OPINION ON LIQUID WASTE DISPOSAL

Liquid Waste Management Plan submitted in April, 1976, soliciting EIA's opinion.

29. SOLID WASTE DISPOSAL

Garbage and trash collection service is available in the subdivison. It is provided by Sandia Peak Ski Company - Tram Operating Division, which offers garbage service to the residential area. Service is paid directly by a lot owner at such time as he requests service.

30. ENVIRONMENTAL IMPROVEMENT AGENCY'S OPINION ON SOLID WASTE DISPOSAL

Solid Waste Management Plan submitted in April 1976, soliciting EIA's opinion.

31. TERRAIN MANAGEMENT

Reference is made to the Terrain Management Plan for Sandia Heights submitted in April, 1976, the attached Drainage Report for Sandia Heights South, Unit 28, B and C, and the attached Declaration of Restrictions for Sandia Heights South, Unit 28, B and C.

The soils consist primarily of decomposed granite and sandy loam and are suitable for community development. Slopes vary from approximately 6% to 20%. Storm runoff is a natural hazard associated with soils on site and throughout the Sandia Mountain foothills. The impact of storm drainage on the site is discussed in detail in the Drainage Report for Sandia Heights South, Unit 28, B and C. Drainage easements exist on several lots and are clearly delineated on the plat. Storm runoff will be carried in natural earth channels or underground pipes within these easements, in which no building may take place.

32. NATURAL RESOURCES CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

Terrain Management Plan was submitted in April, 1976 soliciting the District's opinion.

33. SUBDIVISION ACCESS

a. Albuquerque, NM (nearest town to subdivision)
b. Distance: 1.9 miles
c. Name of highway or state road: Tramway Boulevard N.E.
d. Can be reached in all seasons and under all weather conditions.
e. Width and type of surfacing: Tramway Boulevard is a 32-foot paved, two-lane country road within a 200-foot right-of-way. Also, serving the area is Tramway Road, a two-lane paved state road. State Road No. 556, also 32-feet in width. Serving Sandia Heights South, Unit 28, is Cedar Hill Road with a 156-foot right-of-way. This road links Unit 28 with Tramway Road. These roads or highways are maintained by State or County authorities at no cost to a purchaser.

Access to individual lots will be provided by roads that will be 32-foot roads in 40-foot rights-of-way (minimum). All access roads will be maintained by either the County or State Highway Department upon approval of the plat of the subdivision. All roads will be graded by Spring 1987 and are estimated to be paved by Fall 1987. See Typical Roadway Section drawing, attached.

34. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS

Submission was made to the State Highway Department in May 1976, soliciting their opinion.

35. DEVELOPMENT

Improvement	Estimated Date of Completion
Sandia Heights 4-Seasons Club	Complete
Sandia Peak Stables	Complete
Sandia Peak Tram	Complete
Sandia Peak Ski Area	Complete

36. MAINTENANCE

The roads within the subdivision are dedicated to the County of Bernalillo when the plat is filed and the roads accepted by the County for maintenance upon completion of construction of the roads to County standards. Developer constructs and maintains its own roads within the subdivision prior to dedication to the County.

PART II

DECLARATION OF RESTRICTIONS

DECLARATION OF RESTRICTIONS

SANDIA HEIGHTS SOUTH
SINGLE FAMILY AND SPECIAL USE RESIDENTIAL TRACTS
BERNALILLO COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: That SANDIA PEAK TRAM COMPANY, a New Mexico corporation, hereinafter called Grantor, being the owner of a SANDIA HEIGHTS SOUTH, Subdivision in Bernalillo County, New Mexico in accordance with the Plat thereof filed in the Office of the County Clerk of said County on the ____ day of _____, 198____, hereby declares that it has established, and does hereby establish a general plan for the improvement, development, and restriction of said property, subject to which all tracts, lots and portions of lots in said subdivision shall be sold and conveyed.

All the covenants, reservations and restrictions hereinafter set forth are made for the benefit of each and every subsequent owner of any portion of the land in said subdivision or any interest therein, and shall inure to the benefit of and bind all subsequent owners thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the year 2010 A.D. Said covenants shall be automatically extended thereafter for successive periods of ten (10) years except that at any time these covenants may be amended, but only by the affirmative consent of the record owners of three-quarters (¾) of the total acreage in SANDIA HEIGHTS SOUTH, Subdivision.

ARTICLE I
DEFINITIONS

Section 1: "The property" shall mean and refer to that certain real property described above being Sandia Heights South, according to the plat thereof filed in the Office of the County Clerk, Bernalillo County, New Mexico on the _____ day of _____, 198____.

Section 2: "Single family residential lot" shall mean a residential lot in a tract zoned for and restricted to one single family dwelling and buildings related thereto per lot.

Section 3: "Multi-family residential tract" shall mean a tract zoned for and restricted to apartments, town houses, patio homes, garden homes, condominiums or similar dwellings and used for such purposes, under single or multi-ownership.

Section 4: "Owner" shall mean and refer to the record owner whether one or more persons or entities, or a fee simple title to any lot or tract which is part of the property, and contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5: "Grantor" shall mean and refer to Sandia Peak Tram Company, its successors and assigns.

Section 6: "Common area" shall mean any real property owned by any association of property owners for the common use and enjoyment of two or more lot or tract owners within the exterior boundaries of the property.

ARTICLE II

RESTRICTION PERTINENT TO SINGLE FAMILY AND MULTI-FAMILY

Section 1: Single family residential lots. No structures shall be erected, altered, placed or permitted to remain on any single family residential lot other than one single family dwelling and buildings related thereto, except that this provision shall not prevent the combination of two adjoining lots for one such dwelling.

Section 2: Multi-family residential tracts. No structure shall be erected, altered, placed or permitted to remain on any multi-family residential tract other than an apartment, town house, patio home, garden home, condominium or similar living unit with appurtenant recreational and service facilities if any.

ARTICLE III

Section 1: Architectural Control Committee. An Architectural Control Committee hereinafter called the Committee is hereby established consisting of Ben L. Abruzzo, Max Flatow and Robert Murphy as the appointees of the Grantor, to serve for a period of 10 years from the date hereof and until their successors shall be appointed and qualified. Vacancies occurring either before the end of or as a result of the expiration of such 10 year term shall be filled by members of the Committee, provided that within 30 days of any appointment owners of a majority of acreage in the property may select other appointees in their stead.

Section 2: Before anyone shall commence the construction, remodeling, addition to or alteration of any building, swimming pool, wall, fence, coping, tank, visible air conditioning unit, radio antenna more than five feet in total height, or any structure or sign (except for rent or for sale signs,less than 5 square feet in area) on any lot or tract, there shall be submitted to the Grantor for transmittal to the Architectural Control Committee.

a. Preliminary floor plans, elevations, and locations of any structure on the lot, including drainage plans for any earth work on multi-family tracts, and drawings of any signs in excess of five square feet in diameter.

b. After approval of preliminary plans, two complete sets of the final plans and specifications for said work.

Section 3: No structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot or shall any earth work be commenced unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans, showing the location on the lot or property of the building, wall, fence, coping, sign or other structure proposed to be constructed, placed, altered or maintained, and elevation of same, together with proposed color scheme for roofs and exteriors of any structure, indicating the materials for the same.

Section 4: No signs shall be erected or maintained on any place within the property limits except as specifically approved by the Architectural Control Committee.

Section 5: The Architectural Control Committee is authorized to charge not more than $100.00 for review of plans for structures and alterations of single family units and not more than $500.00 for review of plans for structures and alterations of multi-family units or complexes. At the time of submission of the plans and specifications as set forth herein the owner shall cause to be paid to the Grantor an initial fee of $50.00 for single family units or $100.00 for multi-family or commercial units. The Committee shall approve or disapprove said plans and specifications within thirty (30) days from the receipt thereof. One set of said plans and specifications with the Committee's approval or disapproval endorsed thereon shall be returned to the owner and the copy thereof shall be retained by the Grantor.

The Committee shall have the right to disapprove any plans, specifications or details submitted as aforesaid, in the event such plans and specifications are not in accord with all provisions of this declaration, or a design or color scheme in the proposed structure is not in harmony with the general surroundings of such lot or tract or adjacent structure, or if the structure shall unduly interfere with the view from nearby residences, apartments or other multi-family residences, or if the plans and specifications submitted are incomplete, or if the Committee deems that plans and specifications are contrary to the spirit and intent of these restrictive covenants, or contrary to the interest and welfare and rights of all or any part of the owners of lots or tracts in Sandia Heights South. The decision of the Committee in any of these matters shall be final. No building or improvement of any kind shall be constructed or placed on any tract or lot in Sandia Heights South, without the prior written consent of the Committee. Neither the Committee, its members or the Grantor shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee or the Grantor, or for any work done pursuant to the requested changes or any plans and specifications.

Section 6: The exterior of all buildings on all lots and tracts shall be completed according to plans approved by the Architectural Control Committee within twelve (12) months of start of construction, except where extensions of time are requested and granted by the Architectural Control Committee or the Grantor.

ARTICLE IV

CONSTRUCTION STANDARDS

Section 1: Drainage. On single family residential lots each dwelling shall be developed in such a manner as to comply with the standards of the Albuquerque Metropolitan Arroyo Flood Control Authority, or its successor then in force. Multi-family complexes shall be developed to provide on-site retention of storm water according to Albuquerque Metropolitan Arroyo Flood Control Authority Standards.

Section 2: Height. Except by specific approval of the Architectural Control Committee, no structure on single family or multi-family residential lots shall be a full two story structure. A two story structure is defined as one which is two full stories above the natural grade of the lot on all sides.

Section 3: Conservation. Natural vegetation shall be left undisturbed where practical on all tracts and lots except as required for access to property, clearing of building sites and establishment of landscaping adjacent to buildings. No chinese elms, cotton bearing cottonwood trees, or bermuda grass shall be maintained on any lot or tract. No grouping of trees shall be planted to constitute a screen except as specifically approved by the Architectural Control Committee.

Section 4: Roads and Utilities. Access roads and utility easements are dedicated and reserved as shown on the recorded plat of the property. No additional access roads or driveways, either public or private shall be constructed directly from any lot or tract to Tramway Boulevard, N.E., other than those as shown on the plat of the property. No utilities on lots or tracts within the property shall be installed or maintained above ground, except during construction. All rights to water oil and natural gas underlying the property are reserved to the Grantor.

Section 5: Each living unit complex structure on the property shall be provided with a method of sewage disposal consistent with the master plan of sewage disposal for the property and otherwise meeting the recommended standards of the appropriate governmental authority and approved by the Architectural Control Committee. Garbage and waste shall be kept in covered metal containers, screened from general view, and stored or disposed of in a manner approved by the appropriate governmental authority. Outdoor privies are prohibited except during construction.

Section 6: Butane and similar tanks shall conform to appropriate municipal or state regulations and must be screened and landscaped and located so as not to detract from the appearance of any lot or tract.

Section 7: No wire fence, or party wall shall be maintained on the property, except by Grantor on subdivision boundaries, and except for party walls maintained between living units in multi-family complexes as approved by the Architectural Control Committee.

Section 8: In the event that any structure is destroyed, wholly or partially by fire or any casualty, such structure shall be promptly rebuilt or repaired to conform to this declaration or shall be removed from the lot. In the event any owner fails to remove the debris or unsightly material, the Grantor may remove said debris or unsightly material and charge the cost thereof including reasonable overhead charge against the owner thereof together with interest. If such charge is not repaid to the Grantor within 30 days after written notice to the owner demanding payment, the assessment shall bear interest from the date of said notice at the rate of 10% per annum and the Grantor may bring an action at law against the owner obligated to pay the same. Such charges shall become a lien against the lot or tract concerned upon the recording of a notice of lien and said lien may be foreclosed by the Grantor against the property and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such lien. Said notice of lien shall state the amount which has become delinquent including attorney's fees and interest accrued thereon, a description of the property in respect to which the delinquent amount is owing and the name of the record owner of such property. Such notice shall be executed by the Grantor, or its agent, and acknowledged. Upon the satisfaction of said lien, the Grantor or its agent shall record a further notice similarly signed and acknowledged satisfying said lien and releasing the same.

Each owner of any lot or tract by his acceptance of a conveyance to said lot or tract hereby vests in the Grantor, its agents or assigns, the right and power to bring all actions against such owner personally for the collection of all charges provided for in this Declaration of Restrictions, and to enforce any such lien by all means available for the enforcement of such liens, including foreclosure in like manner as a Mortgage or Deed of Trust lien on said property. The Grantor, its agents or assigns shall have the power to bid in any interest foreclosed at foreclosure sale as provided by law in the foreclosure of Mortgage liens. Said lien shall be subordinate to the lien or charge of any prior Mortgage or Deed of Trust for value on said property.

ARTICLE V

USE RESTRICTIONS

Section 1: No trade or offensive activity of any kind shall be carried on upon any residential lot or tract nor shall anything be done on any lot or tract which shall constitute an annoyance or nuisance to other owners and the property.

Section 2: No trash shall be burned on the premises except in approved incinerators located indoors or within the service yard. No garbage shall be burned. No barbeque or other outdoor cooking facility shall be located thereon nearer than 5 feet from either side of the lot line unless made a part of the building structure.

Section 3: No house trailer, recreational vehicle, camper trailer, camper, or boat shall be on any lot, nor shall any trailer, basement, tent, shack, garage or other building be used as a residence temporarily or permanently.

Section 4: No commercial type vehicles, trucks, campers, boats, recreational vehicles or camper trailers shall be stored or parked on any residential lot or tract for an unreasonable period of time (15 consecutive or 30 non-consecutive days or more) except in enclosed garages, or parked on any residential street or alley except while engaged in transport to and from a residence. For the purpose of this covenant a 3/4 ton or smaller vehicle, commonly known as a pick-up truck, shall not be deemed a commercial vehicle or truck. Such vehicle shall be deemed a commercial vehicle or truck when equipped with a camper and shall not be exempt from the restrictions heretofore mentioned in this section.

No unused automobiles or vehicles of any kind except as hereinabove provided shall be stored or parked on any lot except in a closed garage. An "unused vehicle" shall be defined as any vehicle which has not been driven under its own power for a period of thirty consecutive days or longer. In the event any unused vehicle remains parked on any tract or lot within the property boundaries, the Grantor shall have the right to remove the same after 48 hours notice to the owner thereof, the expenses to be charged against the owner thereof, and such charge shall become a lien upon the recording of a notice of lien and shall be enforceable as provided in Article IV, Section 8.

Section 5: No animals, livestock, poultry of any kind shall be raised, bred or kept on any of said lots or tracts except that dogs cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Grantor reserves the right to publish and record regulations, binding upon all owners, for reasonable restraint of animals running loose within the property boundaries.

Section 6: No advertising signs (except one of not more than 5 square feet "For Rent" or "For Sale" sign per lot or tract), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any portion of said property, nor shall said property be used in any way for any purposes which may endanger the health or unreasonably disturb the owner of any tract within the boundary of Sandia Heights South provided, however, that the foregoing covenant shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Grantor, its agents or any purchaser from the Grantor, during the construction, sale or lease of any apartments, town houses or complex of living units provided, however, that such advertising signs shall be subject to the reasonable control of the Architectural Control Committee and the privilege of displaying such signs

shall terminate upon completion of construction and sale or lease of 90% of the living units in any town house, patio home, garden home or apartment complex.

Section 7: All clotheslines, antenna receiver discs, basketball backboards, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighborhood residential units and streets. All clotheslines shall be confined from view in any direction.

Section 8. No refuse piles or other unsightly objects or materials shall be allowed to be placed or remain upon any lot or tract on the property. The Grantor or the Architectural Control Committee or their agents shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner (and such entries shall not be deemed as trespass) upon due notice to lot owner and failure of owner to comply. The cost of removal of such refuse piles or other unsightly objects shall be charged by the Grantor against the owner and upon failure of the owner to repay the Grantor for such charges, the charges shall bear interest from the date of said notice at the rate of 10% per annum and the Grantor may enforce payment thereof and said charges shall become a lien against the premises upon recording of a notice of lien as provided in Article IV, Section 8 above.

Section 9: All utilities, driveways and structures constructed within any tract or lot boundary shall be maintained and kept in repair by the owner thereof. No owner shall do any act nor any work that will impair any utility easement or do any act or allow any condition to exist that will adversely affect owners of other lots or tracts.

Section 10: Special Easement for Construction and Maintenance. Certain residential structures in SANDIA HEIGHTS SOUTH, are constructed close to the next lot line. There is hereby established an easement approximately five (5) feet in width running parallel to each such wall located close to or adjacent to the lot line, upon each adjacent lot, for the purpose of construction and maintenance of walls and buildings so located. The owner of the residence containing such a wall shall have the right at all reasonable times to enter such portion of the adjacent lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the exterior walls; provided, however, that such access shall be permitted only at reasonable times during daylight hours, and with the prior knowledge of the owner of the adjacent lot.

The owner of such adjacent lot shall avoid any action which shall in any way damage the wall located close to or adjacent to his lot line and shall refrain from attaching any objects to such walls such as wires, trellises and plantings, defacing the wall in any manner, placing graphics or other design work, whether painted or otherwise, on such wall, or using the wall as a playing surface for sport.

The owner of the residence containing such wall shall similarly be prohibited from attaching anything to such wall or from altering it in any way other than painting the wall in such manner as shall be approved by the Architectural Control Committee and, in addition, shall take no other action except as specifically contemplated herein in connection with such wall which shall interfere with the owner of the adjacent lot.

Section 11: Easements for underground electrical, telephone and water service may be crossed by driveways and walkways provided the owner or builder makes prior arrangements with the utility company furnishing such service. Such easements for underground service shall be kept clear of all other improvements including buildings, patios or other paving other than crossing walkways or driveways and neither Grantor nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants to shrubbery, trees, flowers or other improvements of any owner located on the land covered by the easement.

Section 12: No single family residential lot may be further subdivided nor may any portion of any single family residential lot be sold except to adjacent property owners for the purpose of increasing the size of adjacent lots. No room or rooms in any single family residence may be rented or leased to any person provided, however, that nothing contained herein shall be construed as preventing the renting or leasing of an entire lot together with its improvements as a single unit to a single family.

Section 13: No unshaded flood lights shall be maintained which cause light to shine directly into the living units of any other residents on the property.

ARTICLE IV

ANNEXATION

Section 1. If and when the property of Sandia Heights South, meets the statutory annexation requirements enabling annexation of the property to the City of Albuquerque, such property shall, at the option of the City, be so annexed and become a part of the City.

Section 2: At such time of annexation, if ever, all property owners may be required to pay their proportionate share of bringing the water and sewer systems servicing the property into compliance with all applicable standards imposed by the appropriate governmental authorities.

ARTICLE VII

Any part or all of the right, title, and interest in the estate reserved by the Grantor herein or owned by the Grantor may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Grantor and recorded in the office of the Clerk and Recorder of Bernalillo County, New Mexico and whenever the Grantor is hereby referred to such reference shall be deemed to include its successors and assigns.

ARTICLE VIII

If the parties hereto or any of them or their heirs, executors, administrators, successors, or assigns shall violate or attempt to violate any of the covenants herein provided, any other person or persons owning any lot or tract on said property, or the Grantor, shall have the right to prosecute any action in the proper court to enjoin such party of violating such covenant or to recover such damages for such violation or both.

No delay or omission on the part of the Grantor, its successors or assigns or the owners of other lots within the property, having a right hereunder to exercise the same, in exercising any right, power or remedy herein provided for in the event of any breach of the restrictions, covenants or reservations herein contained shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue or shall any action be brought or maintained by anyone whatsoever against the Grantor, its successors or assigns for or on account of failure or neglect to exercise any right, power or remedy herein provided for in the event of breach of any of these covenants, restrictions or reservations.

ARTICLE IX

Invalidation of any of these covenants shall in no way affect the validity of the other provisions, which shall remain in full force and affect.

WITNESS the hand and seal of the undersigned this _____ day of _____, 198___.

SANDIA PEAK TRAM COMPANY

BY: _____
President

ATTEST:

_____
Secretary

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

The foregoing instrument was acknowledged before me this _____ day of _____, 198___, by Ben L. Abruzzo, President of Sandia Peak Tram Company, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

_____

_____
Notary Public

PART III

DRAINAGE REPORT

DRAINAGE REPORT
AND
PRELIMINARY GRADING PLAN
FOR
"THE BRUSHWOOD"
SANDIA HEIGHTS SOUTH
UNIT 28, SECTION B AND SECTION C

PREPARED FOR

SANDIA PEAK TRAM COMPANY
NO. 10 TRAMWAY LOOP N.E.
ALBUQUERQUE, NM 87122

PREPARED BY:

BOHANNAN-HUSTON, INC.
7500 JEFFERSON N.E.
ALBUQUERQUE, NM 87109

JUNE 1986

PURPOSE AND SCOPE

The purpose of this drainage report is to present the existing and developed drainage characteristics of "The Brushwood", a subdivision legally described as Sandia Heights South, Unit 28, Tract A. Drainage basins are delineated and analyzed to determine runoff flow rates for the site before and after development during the 100-year storm event. Culverts are sized for drainage conveyance.

SITE LOCATION AND DESCRIPTION

The Brushwood is located within Bernalillo County on the west side of Tramway Boulevard. The site is bounded on the south by Sandia Heights South, Unit 28 (directly north of Cedar Hill), on the west by Tennyson Avenue and on the north by undeveloped land. The 9.9432 acre site is currently zoned County SU (Planned R-2 Development). The proposed development will contain 50 single-family residences as indicated on the enclosed conceptual drainage/grading plan.

The site slopes generally from east to west at about 5-6%. Soils consist of gravelly fine sandy loams (Embudo-Emb, etc.) The soils have an SCS hydrological soil group classification of "B" in accordance with engineering interpretations presented in the Bernalillo County Soil Survey (a copy of the Soils Map is enclosed). On-site vegetation consists of native grasses and desert annuals.

The site is not located within a flood hazard zone as indicated on the enclosed Flood Insurance Map, although several natural arroyos occur on the site.

METHOD OF ANALYSIS

Peak runoff flow rates were computed with the Rational Formula in accordance with the guidelines established in Chapter 22 of the City of Albuquerque Development Process Manual (DPM).

Flow depths and velocities in swales were computed with the Manning Equation. Culverts were sized by use of the Manning and Orifice Equations.

EXISTING UNDEVELOPED SITE DRAINAGE

The site currently discharges storm runoff from off-site and on-site basins as identified on the enclosed Undeveloped Drainage Basin Map. Off-site contributions to the site at this time are significant and consist of flows generated in a portion of the adjacent Tract 11, in basins east of Tramway Boulevard, and in Tramway Boulevard right-of-way. The basins east of Tramway Boulevard discharge approximately 71 cfs to the site (see enclosed excerpts from Tramway Vista, Units 1 - 3 Drainage Reports) through two (2) 36" culverts located under Tramway Boulevard. This runoff is then passed through the site in existing natural arroyos and discharged to Tennyson Avenue.

Total offsite storm runoff to the site approximates 78.2 cfs. The site alone, in its undeveloped state, generates 22.7 cfs approximately.

The total combined storm runoff from all of the basins shown is 100.9 cfs. This runoff is discharged freely from the site to Tennyson Avenue. Drainage computations and basin analyses are included in the Calculations portions of this report.

stability & capacity? effect of adding 71 cfs

PROPOSED DEVELOPED SITE DRAINAGE

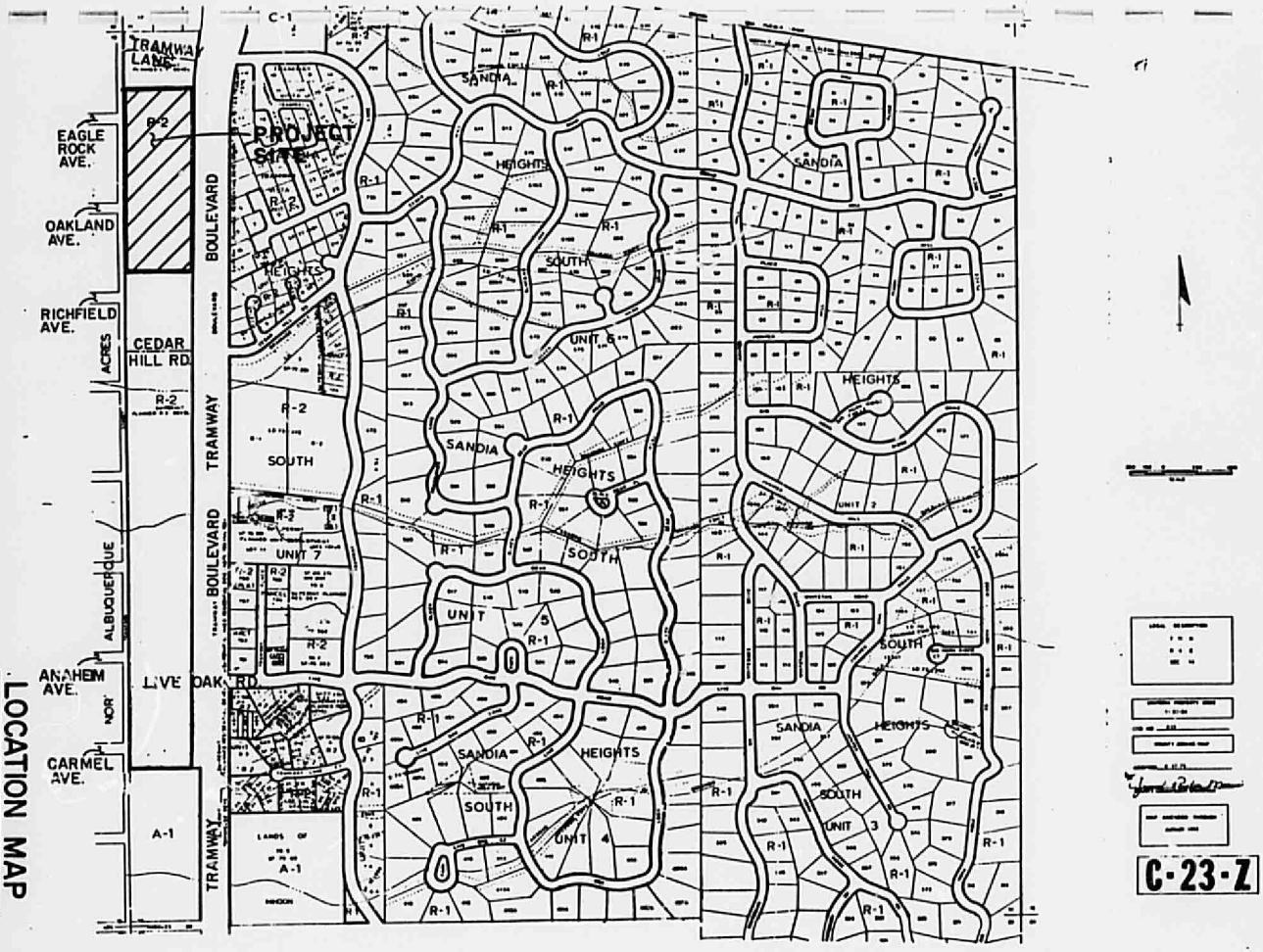
The conceptual drainage/grading plan is enclosed which identifies the proposed drainage management scheme which will not increase runoff to Tennyson Avenue over that of its undeveloped state.

Currently, construction plans have been prepared to construct a diversion ditch adjacent to the Tramway Boulevard east pavement edge. The diversion will intercept the 71 cfs of runoff currently being discharged to the site through the two (2) 36" culverts and divert the runoff south to the 40' AMAFCA easement adjacent to Cedar Hill Road. The AMAFCA easement discharges its flows to an existing flood plain located west of Tennyson Avenue. These plans, and the design analysis report upon which they are based, are now being reviewed by the County Roads Department and AMAFCA. Based on previous meetings with these authorities, conceptual approval has already been granted for the diversion. Once final approval is obtained, construction will begin and the two (2) culverts under Tramway Boulevard will be sealed. Development of Tract A cannot occur until this diversion has been constructed.

Additional offsite grading at the site's boundaries will further reduce the impact of offsite runoff. A drainage swale will be graded at the north boundary to divert flows from Tract 11 directly to Tennyson Avenue. Additionally, the construction of a noise control berm along the boundary with Tramway Boulevard will divert right-of-way runoff to the south. These flows will then be directed to an existing catch basin south of the site.

The site itself will be graded to discharge freely to Tennyson Avenue. The final detailed grading plan will provide positive drainage around housing units.

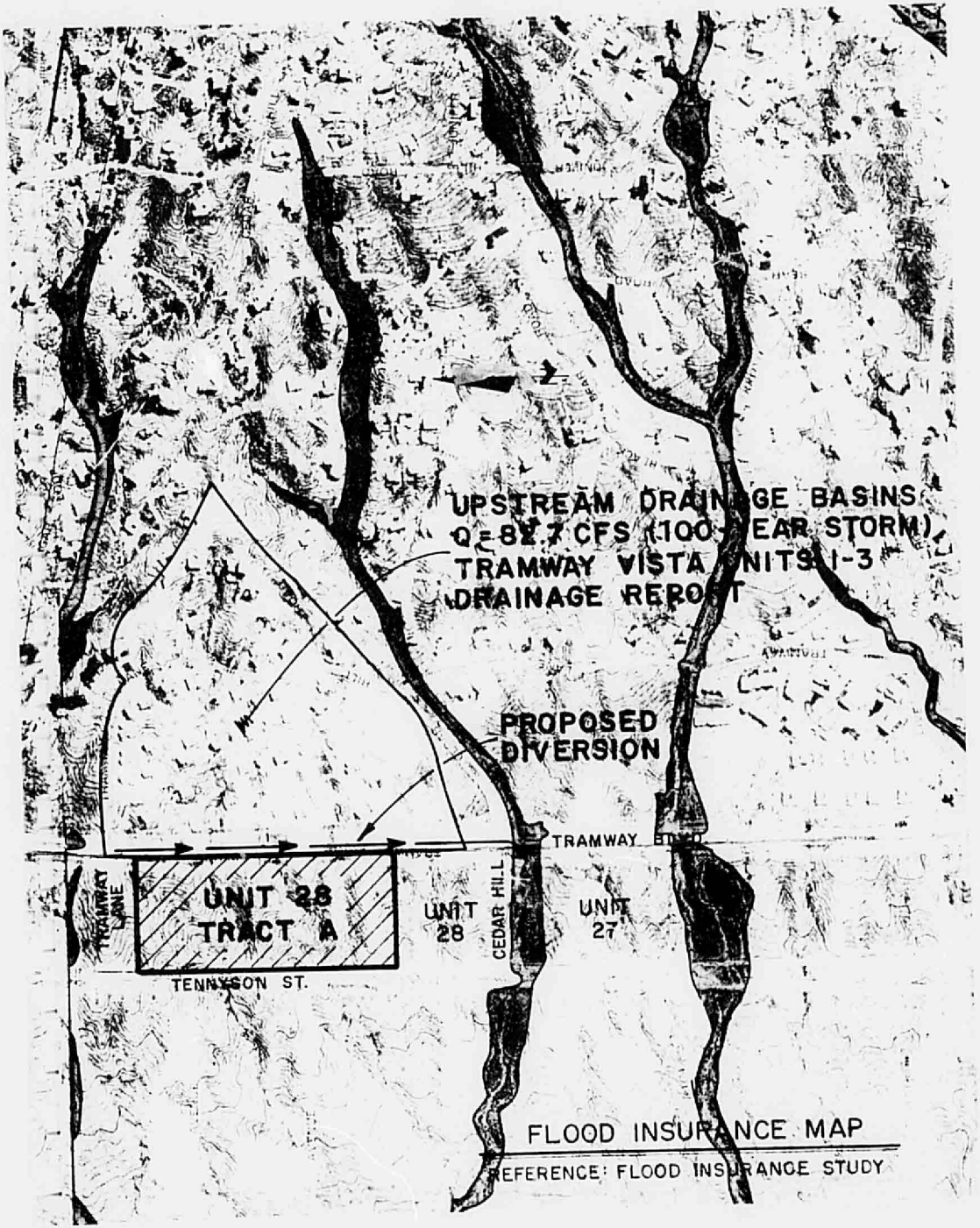
Offsite runoff impacting the site in its developed condition will be reduced to negligible amounts by the proposed grading outlined previously. The site alone will generate 33.7 cfs approximately. Overall, the site by itself has increased its flows from 22.7 cfs to 33.7 cfs, however, the total impact to Tennyson Avenue and immediate downstream properties, has been decreased from 100.9 cfs to 35.2 cfs primarily by the construction of the diversion east of Tramway Boulevard.



LOCATION MAP

SOILS MAP

REFERENCE: SCS BERNALILLO COUNTY SOIL SURVEY


UPSTREAM DRAINAGE BASINS
Q = 82.7 CFS (100 YEAR STORM)
TRAMWAY VISTA UNITS 1-3
DRAINAGE REPORT
PROPOSED DIVERSION
TRAMWAY
TRAMWAY LANE
UNIT 28
TRACT A
UNIT 28
CEDAR HILL
UNIT 27
TENNYSON ST.
FLOOD INSURANCE MAP
REFERENCE: FLOOD INSURANCE STUDY

APPENDIX 1

CALCULATIONS

UNDEVELOPED DRAINAGE (SEE UNDEV. BASINS MAP)

Basin	Area (ac.)	Length (ft.)	Top Elev. (ft.)	Bottom Elev. (ft.)	Slope (ft./ft.)	Time of Concentration	Soil Group	% Impervious	Runoff Coefficient, C	100 YEAR 6 Hr. Rain Volume (in.)	100 YEAR I/6 Hr Rain (in./hr.)	100 YEAR Peak Flow Rate Q (cfs)	100 YEAR Runoff Volume (ac. ft.)	10 YEAR 6 Hr. Rain Volume (in.)	10 YEAR I/6 Hr. Rain (in./hr.)	10 YEAR Peak Flow Rate Q (cfs)	10 YEAR Runoff Volume (ac. ft.)
A	3.66					10 min.	B	0%	0.40	2.7	5.7	8.3					
B	2.98					10 min.	B	0%	0.40	2.7	5.7	6.8					
C	6.54					10 min.	B	0%	0.40	2.7	5.7	14.9					
Site only	1.94					10 min.	B	0%	0.40	2.7	5.7	22.7					
Off site A only	0.64					10	B	0%	0.40	2.7	5.7	1.5					
Ref.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

References:

1,2,3,4,5 Basin areas, lengths, top and bottom elevations and slopes from Plate ____.

6. Tc by Kirpich Formula $T_c = .0078 \frac{\text{Length}^{0.77}}{\text{Slope}^{0.385}}$ (10 minutes minimum)

7. See Soils Map Plate ____ and Text.

8. By area computation.

9. DPM Plate 22.2 C-1

10, 14 DPM Plate 22.2 D-1

11, 15 DPM Plate 22.2 D-2

12, 16 Rational Formula $Q = CIA$

13, 17 Rational Formula $V = \frac{\text{Rainfall}}{12} \times C \times A$

PROJECT NAME SANDIA HTS.
PROJECT NO. UNIT 2B, SECTIONS
SUBJECT B&C
SHEET 1 OF 2
BY James T.
DATE 6.86
CH'D
DATE

DEVELOPED DRAINAGE (FROM SITE ONLY)

Basin	Area (ac.)	Length (ft.)	Top Elev. (ft.)	Bottom Elev. (ft.)	Slope (ft./ft.)	Time of Concentration	Soil Group	% Impervious	Runoff Coefficient, C	100 YEAR: 6 Hr. Rain Volume (in.)	100 YEAR: 1/6 Hr Rain (in./hr.)	100 YEAR: Peak Flow Rate Q (cfs)	100 YEAR: Runoff Volume (ac. ft.)	10 YEAR: 6 Hr. Rain Volume (in.)	10 YEAR: 1/6 Hr. Rain (in./hr.)	10 YEAR: Peak Flow Rate Q (cfs)	10 YEAR: Runoff Volume (ac. ft.)
pavement	1.34	—	—	—	—	10	B	—	0.95	2.7	5.7	7.3					
roof area	2.4	—	—	—	—	10	B	—	0.90	2.7	5.7	12.3					
yards	6.19	—	—	—	—	10	B	—	0.40	2.7	5.7	14.11					
												33.7	CFS				
Ref.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

References:

1,2,3,4,5 Basin areas, lengths, top and bottom elevations and slopes from Plate ____.

6. Tc by Kirpich formula $T_c = .0078 \frac{Length^{0.77}}{Slope^{0.385}}$ (10 minutes minimum)

7. See Soils Map Plate ____ and Text.

8. By area computation.

9. DPM Plate 22.2 C-1

10, 14 DPM Plate 22.2 D-1

11, 15 DPM Plate 22.2 D-2

12, 16 Rational Formula $Q = CIA$

13, 17 Rational Formula $V = \frac{Rainfall}{12} \times C \times A$

Approx. street pvmt area = 1.34 ac
roof area = 2.4 ac.

PROJECT NAME SANDIA HTS.
PROJECT NO. UNIT 2B, SECTION 5
SUBJECT B & C
SHEET 2 OF 2
BY James T
DATE 6-86
CH'D
DATE

EXCERPTS FROM
PREVIOUS TRAMWAY VISTA, UNITS 1 - 3
DRAINAGE REPORTS

HYDROLOGY

Runoff from contributing areas was determined with the rational formula and one hundred year storm design criteria. Rainfall intensities were selected from curves presented in the Master Plan of Drainage, 1963, for the Albuquerque area. Contributing areas were divided into basins, labeled A-1 through G, as shown on Plate I. Sample calculations, and a table of the results of the hydrologic analysis are provided on pages 1 and 2 of the Appendix.

UNDEVELOPED CONDITIONS

In the undeveloped state, the parcel contains approximately twelve small drainage basins, which drain from east to west across the parcel. Of these twelve basins, all but three originate within the parcel. The largest basin is basin E, with four sub-basins that combine in the parcel. The peak flows and related flood plains for the respective basins are shown on Plate II.

DEVELOPED CONDITIONS

In accordance with the AMAFCA Drainage Resolution 1972-2, it is recommended that development not increase area runoff. This is partially accomplished by leaving approximately half of each lot in its natural state. Control measures will be required to limit the runoff from the developed portion of the lots. Two alternatives have been proposed to control runoff.

The first alternative considers roof top detention as a way of controlling runoff. For each lot, the impervious area is

RATIONAL FORMULA:

$$Q = CIA$$

WHERE:

Q = FLOW (FT^3/SEC) UNDEVELOPED

C = RUNOFF FACTOR , C = 0.35 FOR POOR GRASS

I = INTENSITY (IN/HR)

A = AREA (ACRES)

$$Q = (0.35)(4.5\ IN/HR)(1.76\ ACRES)$$

$$Q = 2.8\ cfs$$

BY KNOWING THE SIDE SLOPES OF THE CHANNEL AND THE SLOPE OF THE CHANNEL THE DEPTH OF WATER, AND VELOCITY CAN BE FOUND BY USING THE MANNING EQUATION. THE FOLLOWING IS A TABLE OF THE RESULTS FOR ALL OF THE AREAS.

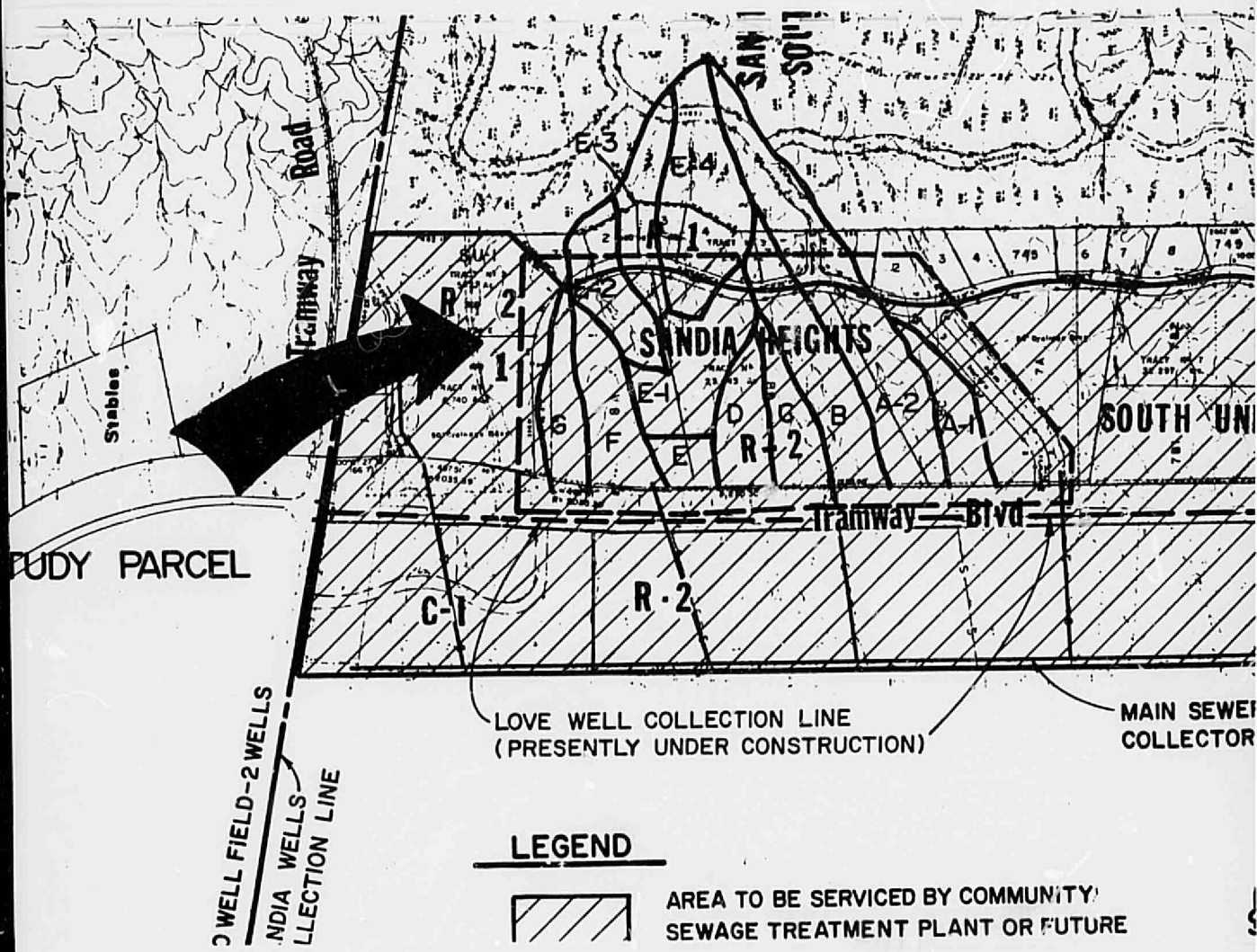
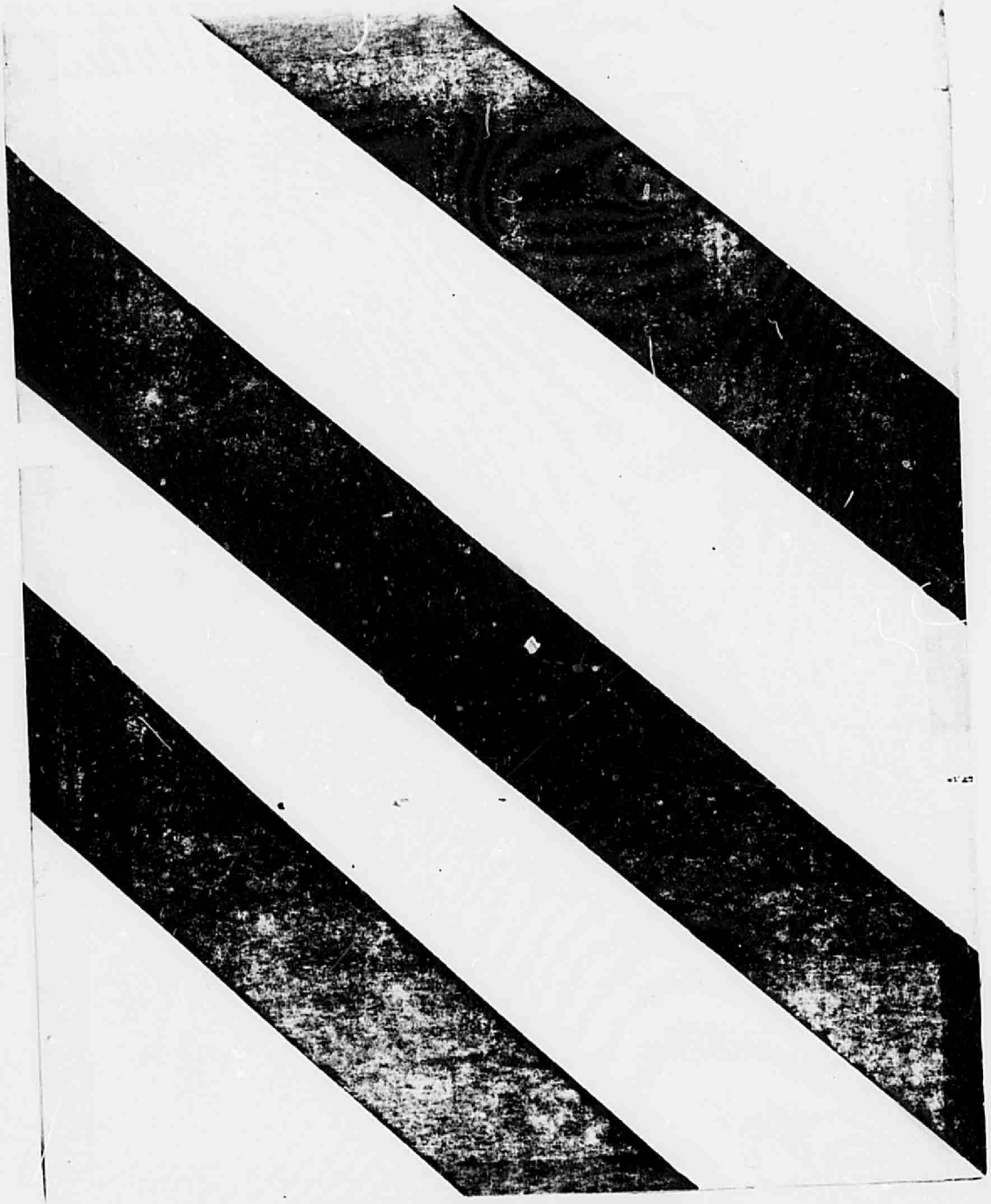
BASIN	AREA (ACRES)	SIDE SLOPE (%)	$S.S_2$ (FT^2/FT)	SLOPE (%)	FLOW (CFS)	DEPTH (FT)	VELOCITY (FPS)
A-1	1.8	10	11	8	2.8	0.28 ft	2.52
A-2	6.6	11.6	12.1	6.8	9.0	0.43	4.11
B	4.2	14.9	14.9	7.3	6.3	0.34	3.63
C	1.9	10.0	6.3	7.7	3.0	0.32	3.59
D	2.1	10.0	12.5	8.45	3.5	0.31	3.68
E	73.3	10.0	17.5	6.84	18.1	0.53	4.63
E-1	12.5	13.0	11.2	7.21	17.9	0.55	4.88
E-2	2.4	7.5	5.0	7.08	3.9	0.40	3.93
E-3	2.3	26.3	14.9	7.06	3.5	0.24	2.92
E-4	4.7	7.5	6.7	7.96	7.2	0.47	4.57
F	2.8	16.7	15.0	6.57	4.4	0.29	3.28
G	2.0	11.8	12.5	5.75	3.1	0.29	3.04

82.7 CFS

PROJECT NAME SPADER [illegible] SOUTH SHEET 2 OF 7

PROJECT NO. 77-056 BY [illegible] DATE [illegible]

SUBJECT DRAINAGE REPORT CH'D [illegible] DATE 4-[illegible]-77


Road
Tramway
Stables
TUDY PARCEL
SANDIA HEIGHTS
SOUTH UN
Tramway Blvd
E-3
E-4
R-1
R-2
E-1
D
G
B
A-2
A-1
F
E
C-1
R-2
LOVE WELL COLLECTION LINE
(PRESENTLY UNDER CONSTRUCTION)
MAIN SEWE
COLLECTOR
O WELL FIELD-2 WELLS
NDIA WELLS
LLECTION LINE
LEGEND
AREA TO BE SERVICED BY COMMUNITY
SEWAGE TREATMENT PLANT OR FUTURE