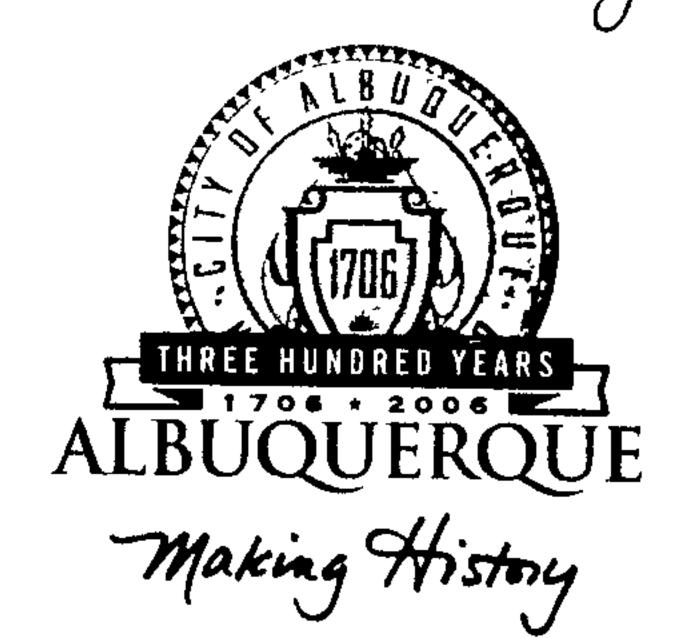
CITY OF ALBUQUERQUE

File



December 19, 2005

VIA FACSIMILE (243-8255) and U.S. MAIL

Margaret Ludewig, Esq. Landry & Ludewig LLP 1007 Marquette NW Albuquerque, NM 87102-1937

Re: Rancho Mirage v. Vista del Norte; CV 2004-06541

This letter is written in response to your letter of December 7, 2005, and to follow up on our phone conversation of December 14, 2005, regarding the status of the City taking over maintenance of the storm-water inlet that is the subject of the above-referenced lawsuit.

P.O. Box 1293

My understanding is that the City has inspected the inlet and will shortly issue a Certificate of Completion and Acceptance. The Certificate of Completion should occur within a few days. In addition, the easement from Vista del Norte Development LLC to the City for maintenance of the inlet has been recorded, a copy of which is attached. If these issues are as I have presented them to you, then the City will begin maintaining the inlet in the very near future.

Albuquerque

New Mexico 87103

www.cabq.gov

Of course, the City is still expecting your client, Ranch Mirage, to complete the rock plating of the slope as required by Brad Bingham, and as shown on the original plans submitted by Rancho Mirage. The rock plating is a necessary component of the drainage plan for the development, and as such, must be approved by the City before and after the work is completed.

Should you have any questions, please feel free to call me at 924-3995.

 $V \setminus ($

Sincerely,

Kevin J. Curran

Assistant City Attorney

Enclosure

cc: Daniel Lewis, Esq.

Beatrice Brickhouse, Asst. City Attorney

Richard Dourte, City Engineer

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EASEMENT

This grant of Easement, between VISTA DEL NORTE DEVELOPMENT, LLC, a New Mexico limited liability company ("Grantor"), whose address is c/o Brown and Associates, Carlisle Comanche Center 3804 Carlisle, NE, Albuquerque, New Mexico 87107 and the CITY OF ALBUQUERQUE, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque Bernalillo County, New Mexico, and is entered into as of the date Grantor signs this Easement.

- 1. Recital. Grantor is the owner of certain real property within the Vista del Norte subdivisions, Albuquerque, New Mexico, Bernalillo County, New Mexico.
- Grant of Easement. The Grantor grants to the City a non-exclusive, permanent easement for vehicular and pedestrian access, ingress and egress over and across the property as described and shown on Exhibit A attached hereto ("Easement Property"), together with the right of the City to improve the property with roadway improvements and to enter upon the Easement Property at any time for the inspection, installation, maintenance, repair or modification of the roadway improvements and the right to remove trees, bushes, undergrowth and any other obstacles upon the Easement Property if the City determines they interfere with the appropriate use of the easement.
- 3. <u>Purpose</u>. The purpose of this Easement is to provide to the City access to maintain the storm drainage improvements constructed, or to be constructed, at the western end of the Easement Property.
- Warranty. Grantor covenants and warrants that it is the owner in fee simple of the Easement Property and that is has a good lawful right to convey the Easement Property or any part thereof, that the Easement Property is free from all encumbrances except encumbrances of record in the Bernalillo County, New Mexico real estate records HISUNDTUAMILEGALDOCVanchomirageeasement doc

Mary Herrera Bern. Co. ERSE R 13.88

2805133278 Page: 1 of 3 09/12/2005 02:31P Bk-A103 Pg-2897 (the "Record Encumbrances") and taxes due and owing the Treasurer of Bernalillo County, and that the Grantor will forever warrant and defend the title to the Easement Property against all claims from all persons or entities, except the Record Encumbrances.

- 5. <u>Disclosure</u>. The Grantor has disclosed to the Grantee that the Easement Property is encumbered with a prior easement for an underground natural gas line (the "Gasline Easement"). This Easement is subject to and subordinate to the Gasline Easement as well as all other Record Encumbrances.
- Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the Easement Property for the benefit of the City and its successors and assigns until terminated.

Witness my hand and seal this 22 day of August, 2005.

VISTA DEL NORTE DEVELOPMENT, LLC, a New Mexico limited liability company

By: ______ John A. Myers

Assistant Manager Pro Tem

STATE OF NEW MEXICO

) ss.:

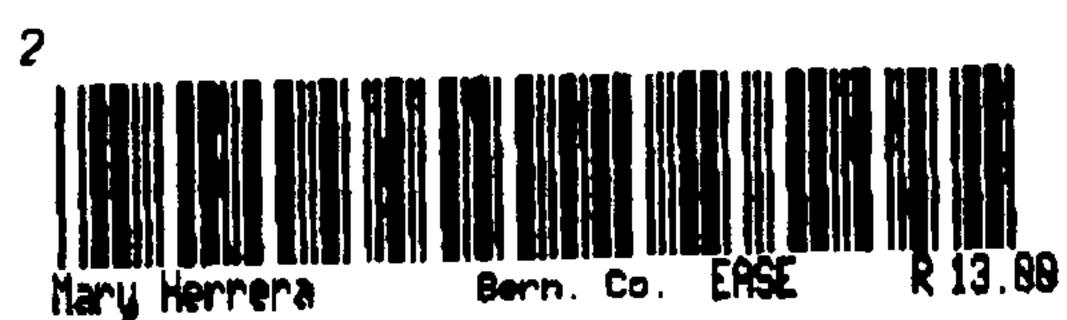
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on August 22, 2005, by John A. Myers, Assistant Manager Pro Tem, of Vista del Norte Development, LLC, a New Mexico limited liability company.

Votary Public

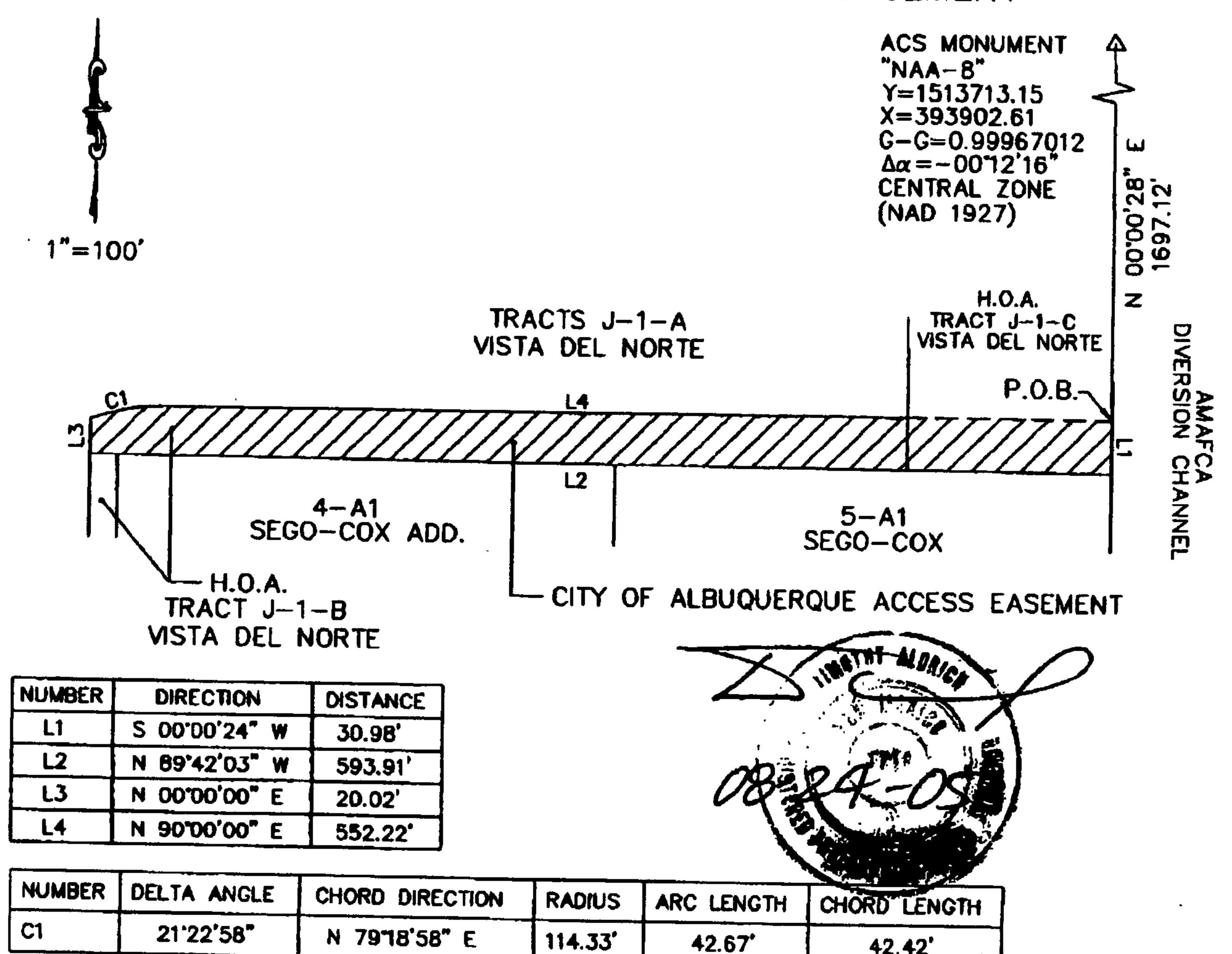
My commission expires: //-18=2005

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2805133278 B329327 Page: 2 of 3 89/12/2865 82:31P Bk-A193 Pg-2897

"EXHIBIT FOR" CITY OF ALBUQUERQUE ACCESS EASEMENT



DESCRIPTION

A City of Albuquerque Access Easement within the Elena Gallegos Grant, projected Section 27, Township 11 North, Range 3 East, New Mexico Pricipal Meridian, City of Albuquerque Bernalillo County, New Mexico being within TRACTS J-1-B AND J-1-C, VISTA DEL NORTE, as the same is shown and designated on said plat filed for record in the office of the County Clerk of Bernalillo County, New Mexico on March 31, 2003 in Book 2003C, Page 87 and being more particularly described as follows:

BEGINNING at the northeast corner of the herein described Easement from whence the Albuquerque Control Survey Monument "NAA-8" bears N 00'00'28" E 1697.12 feet;

THENCE S 00'00'24" W, 30.98 feet to the southeast corner;

THENCE N 89'42'03" W. 593.91 feet to the southwest corner;

THENCE N 00'00'00" E, 20.02 feet to a point;

THENCE 42.67 feet along a curve to right, whose radius is 114.33 feet through a central angle of 21°22'58" and whose chord bears N 79°18'58" E, 42.42 feet to a point;

THENCE S 90'00'00" E, 552.22 feet to the point of beginning and containing 0.3988 acres more or less.



42.42

8329327 Page: 3 of 3 08/12/2085 02:31P R 13.80 Bk-A183 Pa-2887

100

Bernardo Trails Unit 1 Proj. No. 668681

#668681

AGREEMENT AND COVENANT

8 30 2001

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Vista del Norte Development LLC., ("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 east of Vista del Norte Drive & North of Cricket Hill Drive, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

Tract T-2 - A-2, Vista del Norte recorded in the office of the County Clerk of Bernalillo County, New Mexico, on June 19, 2001, Book 2001c, Page 171.

The City is the owner of certain easement ("City's Property") within User's Property, and more particularly described as:

A Portion of Tract T-2 - A-2 Temporary Public Drainage Easement, recorded in the office of the county Clerk of Bernalillo County, New Mexico on June 19, 2001, Book 2001c, Page 171.

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):

Temporary Retention Pond with temporary asphalt rundown.

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

Exhibit B is the plat with legal description of temporary public drainage easement.

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. <u>City Use of City's Property and City Liability</u>. 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.

Mary Herrera Bern. Co. EASE R 19.6

rpd4/agmcov3.agm (Revised by Legal 8/97) f:\\bernardo.trl\agreemnt.cov

2001102696 5553820 Page: 1 of 7 08/30/2001 03:18P R 19.00 Bk-A24 Pg-984 repairing the Improvement will be paid by User.

- 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 D16/D11 on file at the City Engineer's office. 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Bern. Co. EASE Mary Herrera

08/30/2001 03:18P Bk-A24 Pq-984

- 9. <u>Assessment</u>. 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. <u>Notice</u>. For purposes of giving formal written notice to the User, User's address is:

Vista del Norte Development LLC. 3411 Candelaria NE Albuquerque, NM 87190

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. <u>Indemnification</u>. 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 expense, 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 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. <u>Binding on User's Property</u>. 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 release 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.

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- 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 is reasonably capable of completion.
- 17. <u>Captions</u>. 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:	USER:Vista del Norte Development
By: Marin Office	By: LLC., a new morico limination limination of the series company
Chief Administrative Officer	Title: ASST. MANRUER PROT
Dated:	Dated: 8/21/01
APPROVED:	Reviewed by:
Jul (Jugen 8/3%))
Director, Public Works Dept.	City Engineer 1 770
CITY'S AC	KNOWLEDGMENT US
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO)	•
This instrument was acknowledge 2000, by Fred Caurre of Albuquerque, a New Mexico municipal control of Albuquerque control	ged before me on <u>want 30°C</u> , Chief Administrative Officer for the City pal corporation, on behalf of the corporation.
My Commission Expires:	Aloria Saaveda Notary Public
	TAULOTY I UDITU
11-15-2003	

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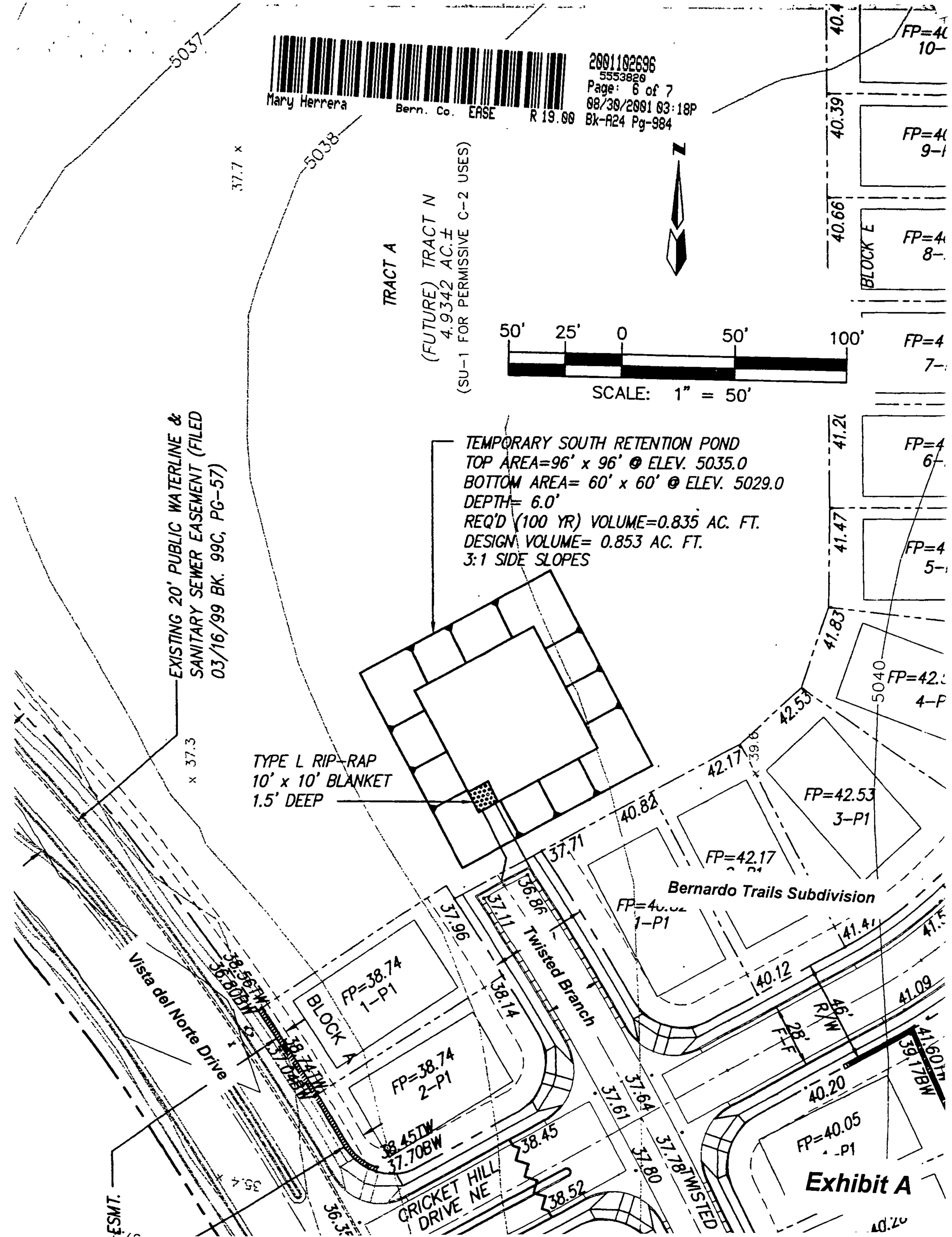
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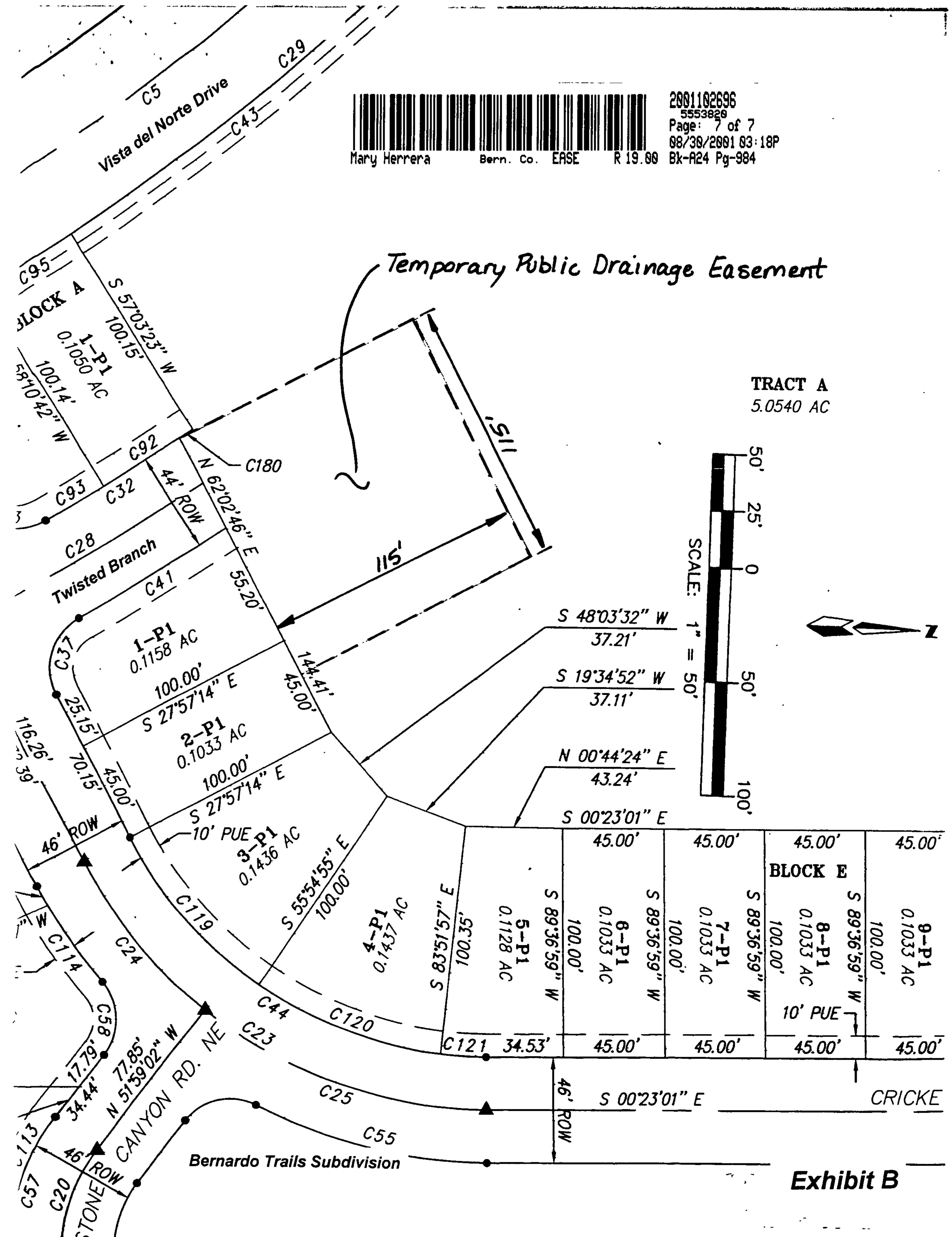
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USER'S ACKNOWLEDGMENT

STATE OF Mulio	
COUNTY OF <u>Benneillo</u>	SS
ZUUM, DV <i>"MWM, N, IIIIIA) N</i> ;	d before me on aliquet 2/ Not. Maragu Pao 2 am.,
on behalf of Vista Lel Norte Killinited liability	Company.
My Commission Expires:	Karule Alla Notary Public
11-18-01	





CONTRACT CONTROL FORM

	PRELIMINA	ARY REVIEW		1.1.01.21
			Project #	200200346
Contact Person KATHY JA	RAMILLO		<i>/</i>	<u>-</u>
Phone No. <u>724-39</u>	96	(New or Eate#	••
Type of Agreement: 2	gresment	È Covena	ntt	
Description/Project Name:_ Public Works Dept./Div.:_ Developer:1/	DESIGN REVIEW - 0 Rejected	SIA Contract SIA Contract SIA Contract S/W Contract	Period: 8/31/200 Period: 4/31/200 Period:	
Returned to Legal:	/	Appproved: _	Initia	ils:
FINANCIAL GUARANTY Letter of Credit No.: Other: Type	Date: Date:		YesNoYesNo	
APPROVALS REQUIRED) :			
Utilitiy Div Hydrology Div Transportation Div DRC Chairman Legal Dept City Engineer PWD Director Finance City Clerk CAO	Date Delivered	8/27/01 \$18/01 \$18/01 \$130/200/	Approved By BLAS CO FA	8/27/01 8/28/0 8/30/200
User Department. Vendor City Clerk Treasury Other:	Date: 9000 9-2000	By:		

ADDENDUM TO COVER PAGE

S/24/6

(Date)

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TO:	Kevin Curran, Assistant City Attorne	ey, Legal Departme	ent	
FROM:	Project Administrator, Project Revie	ew Sec., PWD		
SUBJECT:	PROJECT TITLE: Bornalo	Tails	PI	ROJECT #
The attache are submitte	d documents have been review, appled for your action as noted.	roved, initialed and		1
ITE			ACTION	3/28/01
		Review & Approva	<u> </u>	Comments
Procedure "Procedure "	B" Modified Non Work Order. C" Modified. eement. eferral Agreement. parantee. n Paperwork: prs Proposal. ence/Warranty Bonds. eterial Bonds. e of Insurance. eost Estimate. reement. encial Guarantee. eement. etter. eement. Vell Permit. Covenant. evenant. eermit. eent. eent. eent. eent. eermit. eent. eent			
Other:				
			•	
Please Call the above or	when the documents are ready to be	e picked up.	f you have any o	questions regarding
No. of Atta	chments ()			

700

Bernardo Trails Unit 1 Proj. No. 668681

AGREEMENT AND COVENANT

668681

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1. Recital. The User is the owner of certain real property ("User's Property") located at east of Vista del Norte Drive & North Bridle Road, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

Tract T-2 - A-2, Vista del Norte recorded in the office of the County Clerk of Bernalillo County, New Mexico, on June 19, 2001, Book 2001c, Page 171.

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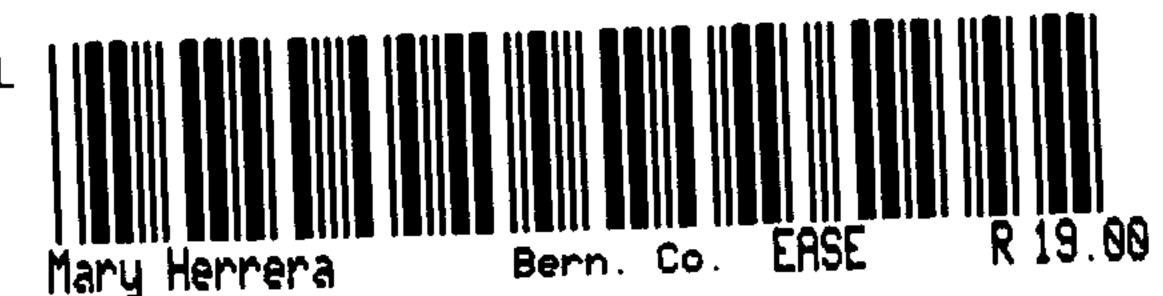
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Exhibit B is the plat with legal description of temporary public drainage easement.

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

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2001102695 5553819 Page: 1 of 7 08/30/200103:18P R 19.00 Bk-A24 Pg-983 repairing the Improvement will be paid by User.

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2001102695 5553819 Page: 2 of 7 08/30/2001 03:18P R 19.00 Bk-R24 Pg-983

rpd4/agmcov^{*} f:\\bernardo.

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- 12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. <u>Binding on User's Property</u>. 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 release 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.

A PA CEÉ

2001102695 5553819 Page: 3 of 7 08/30/2001 03:18P 8k-A24 Pq-983

- 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 is reasonably capable of completion.
- 17. <u>Captions</u>. 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:	USER: Vista del Norte Development
By: Chief Administrative Officer Dated: \(\sigma - \partial \)	USER: Vista del Norte Development LLC, a lun la lungua de
APPROVED:	Reviewed by:
Director, Public Works Dept. CITY'S ACKNOWLEDGE	City Engineer 8/38/8) WENT
STATE OF NEW MEXICO	
COUNTY OF BERNALILLO)	
This instrument was acknowledged before me 2000, by Fred Augurry Chief A of Albuquerque, a New Mexico municipal corporation	e on <u>Macust</u> , de
My Commission Expires: Notary 11-15-2003	a Saaveda Public



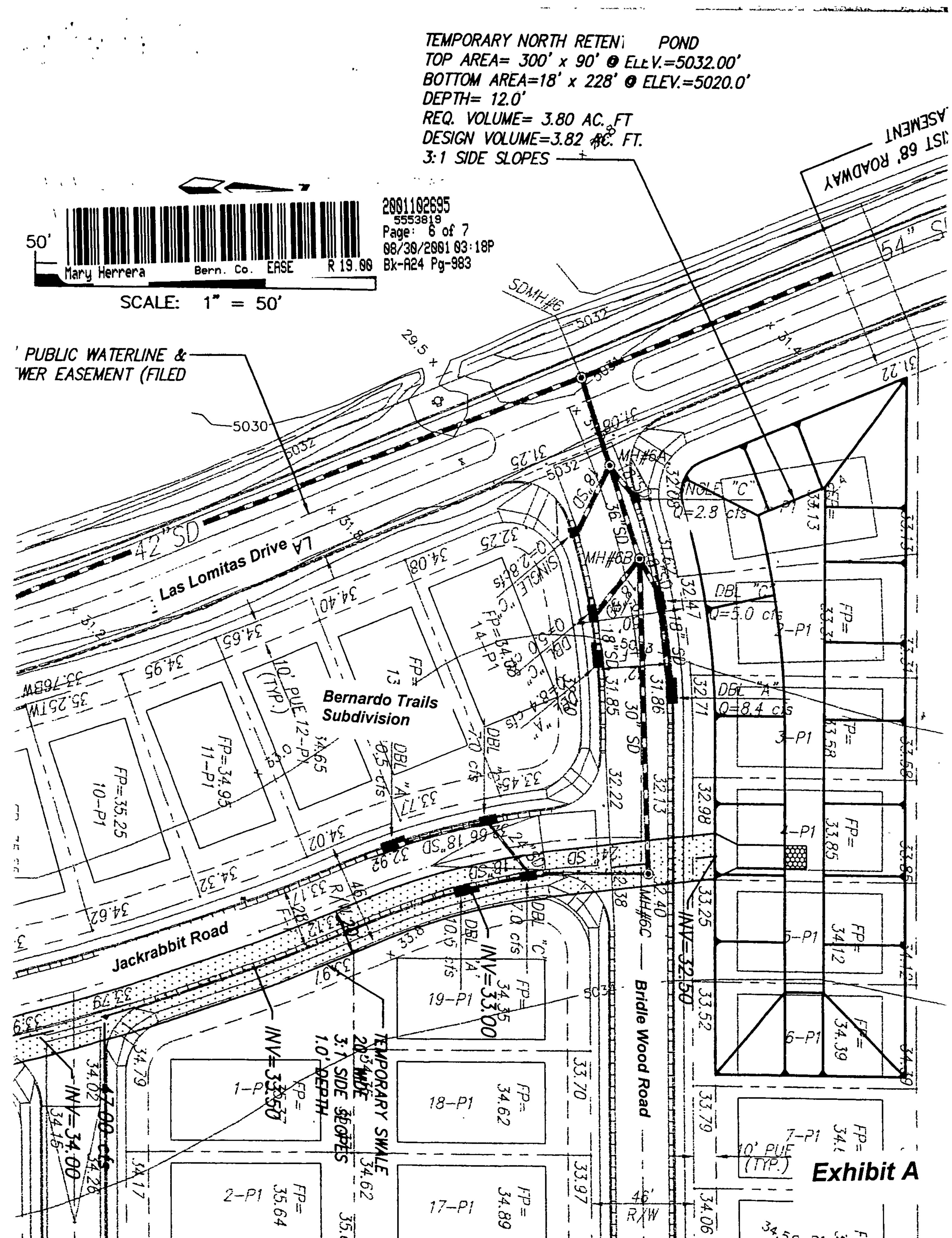
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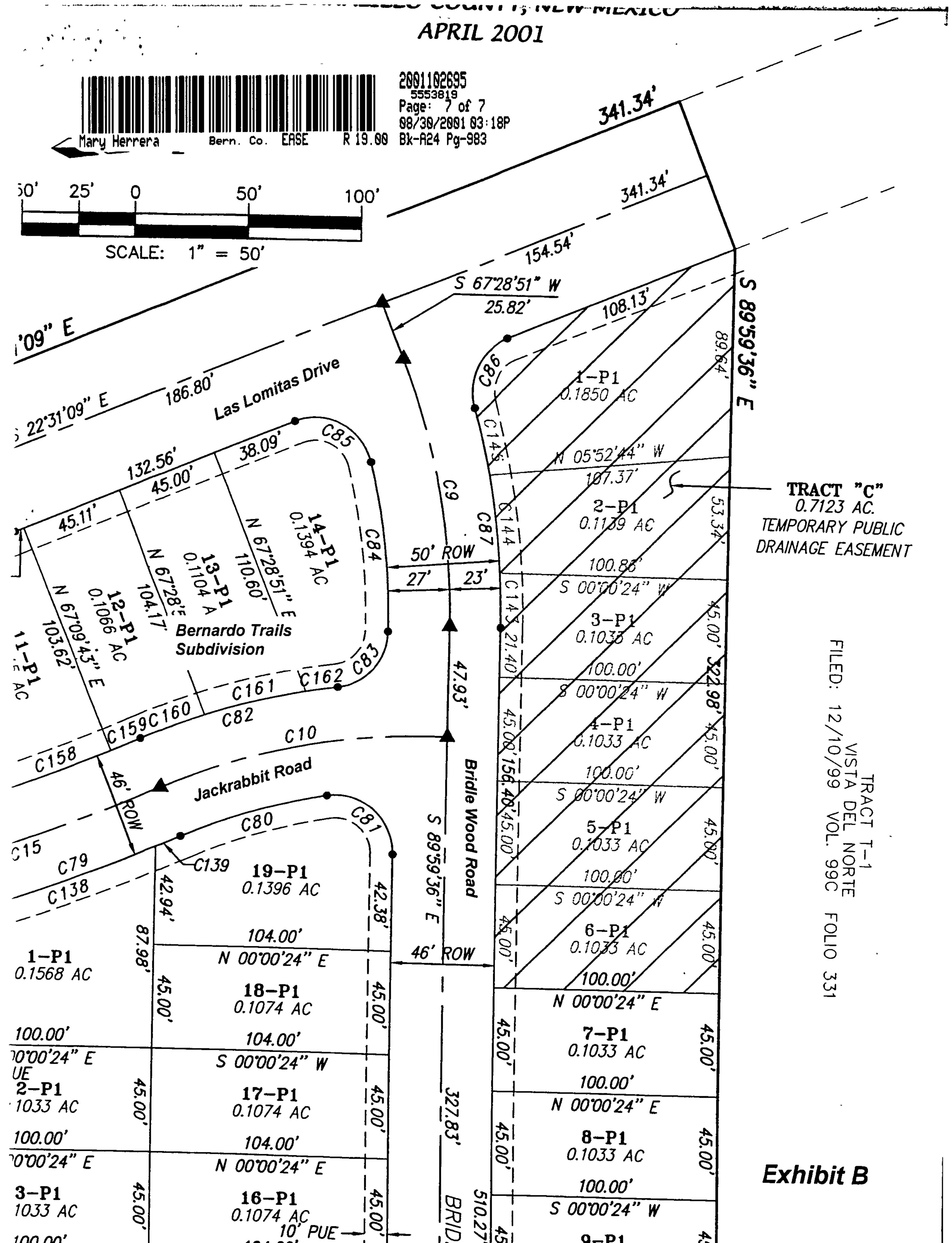
USER'S ACKNOWLEDGMENT

STATE OF / Lu / Ley'co	
COUNTY OF Bernalillo	SS
This instrument was acknowledge	ed before me on august 2/
on behalf of Vista de Onte	Development, L.L.C. a News to Company
Musico limited Diabil	
My Commission Expires:	Notary Public
11-18-2001	



2001102695 5553819 Page: 5 of 7 08/30/2001 03:18P R 19.00 Bk-R24 Pg-983







City of Albuquerque P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

August 14, 2001

Diane Hoelzer, PE Mark Goodwin & Associates P.O. 90606 Albuquerque, NM 87199

Re: Bernardo Trails Subdivision Drainage Report Engineer's Stamp dated 7-30-01 (D16/D11)

Dear Ms. Hoelzer,

Based upon the information provided in your submittal dated 7-31-01, the above referenced plan is approved for your Work Order documents. This will be the plan that must be certified prior to release of the SIA for this project.

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

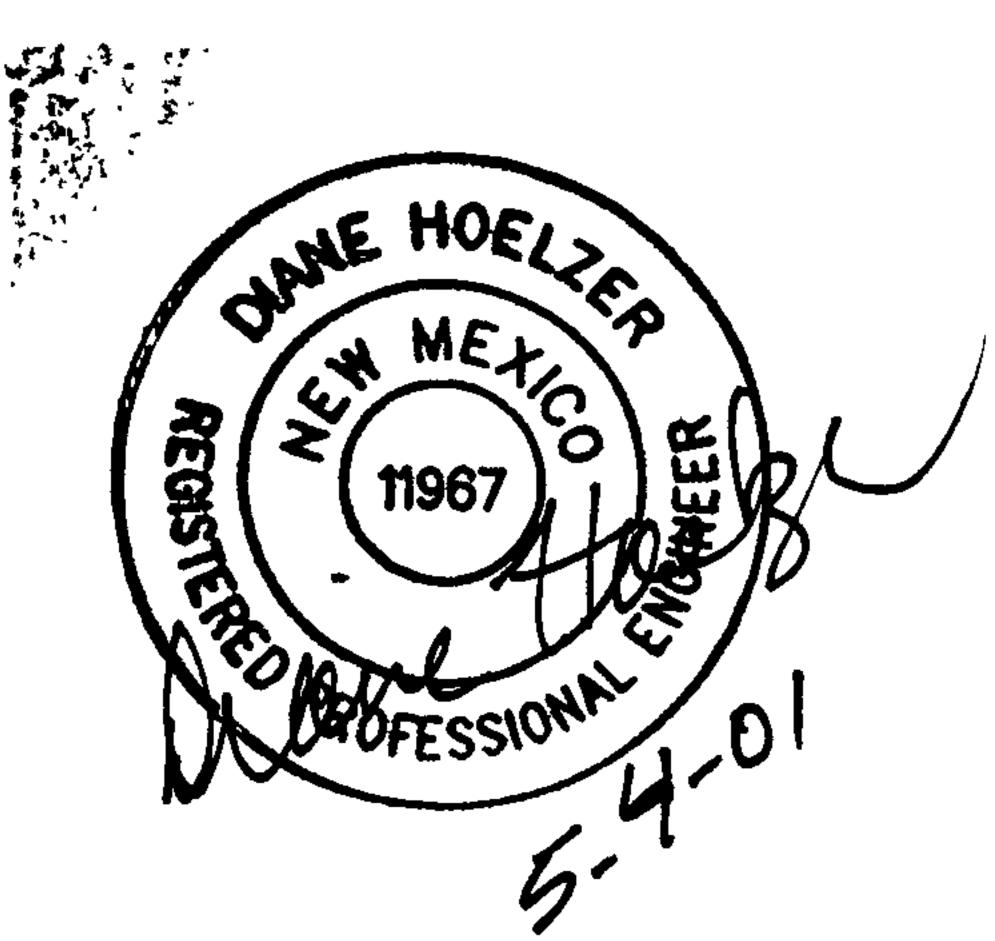
Sincerely,

Bradley L. Bingham, PE Sr. Engineer, Hydrology

C: file

Drainage Report For BERNARDO TRAILS SUBDIVISION

VISTA DEL NORTE MASTER PLANNED COMMUNITY (OSUNA AND EDITH)



Mark Goodwin & Associates, P.A.

May 2001

I. PROJECT DESCRIPTION

The proposed Bernardo Trails Subdivision is identified as a portion of Tract T-2-A on the recorded Vista Del Norte Bulk Land Plat. This site is bounded by the AMAFCA North Diversion Channel to the east, Vista Del Norte Drive to the west, Villa Del Norte Unit 2 subdivision to the south and Tract T-1 vacant land to the north. This project covers approximately 27.7 acres and will be developed into 163 single family residential homes.

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 100-year 6-hour storm event was analyzed to determine street capacities and sizing of the internal storm drain system using P(1 hr) = 2.00", P(6 hr)=2.30". The Land Treatment values used in the AHYMO analysis are in accordance with Table 5-A in the DPM Section 22.2 for Hydrology design.

Parson Brinkerhoff (AVID) prepared the approved drainage report for Vista Del Norte Master Drainage Plan Unit 1. Mark Goodwin and Associates prepared a revised Master Drainage Plan for the Vista Del Norte Unit 2 middle and north ponds which included minor modifications to the major drainage basin divides as discussed in the approved Drainage Report for Villa Del Norte Unit 2 (12-6-00, D16/D6A). This current drainage report used that report as a guide for this drainage plan with some modifications as will be addressed below.

III. EXISTING DRAINAGE CONDITIONS

This project is part of the backbone infrastructure associated with Vista Del Norte Unit 2. The construction of the North Pond will be part of Unit 2 proposed drainage infrastructure. Under existing drainage conditions runoff from the site is in a general northwesterly direction. Offsite runoff from the AMAFCA North Diversion channel earthen side slopes enter the project site from the east. The existing Villa del Norte Unit 2 development to the south does not have any flows entering this project site.

IV. DEVELOPED DRAINAGE CONDITIONS

IV. A. Ultimate Drainage Plan (Vista Del Norte Unit 2 Master Plan)

A conceptual grading and drainage plan has been prepared for Vista Del Norte Unit 2. Refer to the approved Villa Del Norte Unit 2 Drainage Report dated 12-6-00 for hydrology details on the major drainage basin boundaries between the middle and north pond and the preliminary drainage plan.

This project is part of the Vista Del Norte Unit 2 north detention pond drainage system, refer to Pocket 1 - "North Detention Pond Master Drainage Plan". This shows the master storm drain layout in Las Lomitas Drive that goes to the North Pond. The construction plans for Las Lomitas Drive improvements which includes the storm sewer have been prepared and the storm sewer analysis has been completed and is included as part of this report in Appendix C.

The future maximum allowable discharge from the North Detention pond is 4.15 cfs as determined in the Revised Drainage Report for the Alameda Business Park (BHI Report, Feb 1999). The master drainage plan is for the North Pond to discharge at a maximum rate of 4.15 cfs and gravity flow through an 18"- 24" storm sewer to the Alameda Lift station located north of Paseo Del Norte and east of Edith Blvd. Refer to Pocket 2 - "El Pueblo Storm Drain Master Plan". This shows the proposed alignment for the storm drain. The construction plans for this storm sewer have been prepared and the storm sewer analysis has been completed and is included as part of this report in Appendix C.

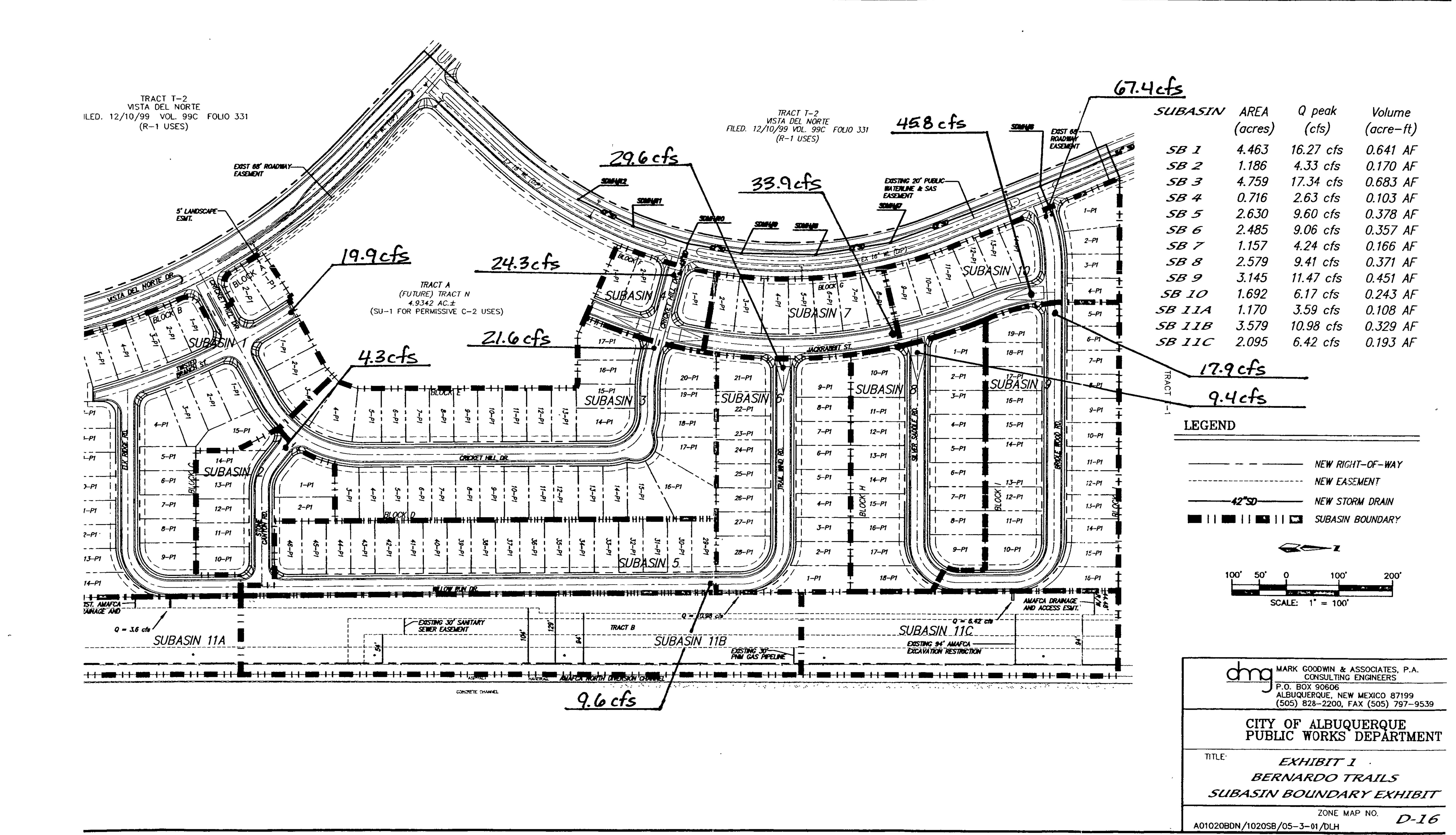
Ultimately this project site will drain through the storm sewer in Las Lomitas to the North Detention Pond.

Onsite runoff will enter the Las Lomitas Drive storm sewer from inlets in Cricket Hill Drive and Bridle Wood Road. Runoff from Subasin 1 will be conveyed through the commercial site and then discharge into the Las Lomitas Drive storm sewer. Refer to Exhibit 1 - "Subasin Boundary Exhibit" for summary of subasin divides hydrology and street capacities.

Internal streets are designed at a minimum grade between 0.6 percent and 0.7 percent. At this grade street capacity is reached for mountable curb and gutter at 12 cfs. In these areas a transitions to standard curb and gutter was made as reflected on the grading and drainage plan. Since street capacity is almost exceeded on Jackrabbit at the intersection with Bridle Wood, inlets were placed on jackrabbit just upstream of Bridle Wood Road. HEC-2 analysis for street capacities are in Appendix B.

IV. B. Project Site Interim Drainage Plan

The interim drainage plan is to provide two temporary retention ponds, an onsite pond to the north and an offsite pond at the south end on Tract A. When the master planned storm sewer in Las Lomitas Drive is constructed, these ponds will be eliminated. The project site will be phased constructed in three Units as shown on the grading and drainage plan. As part of the Unit 1 interim drainage plan a temporary swale will convey developed flows from Unit 1 at Willow Run Drive and Cricket Hill Drive to the temporary retention pond at the north end of the project site. HEC-2 swale capacity calculations can be found in Appendix B.



AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994 INPUT FILE = BERN_TR.DAT

RUN DATE (MON/DAY/YR) =05/03/2001 USER NO. = M_GOODWN.I01

	HYDROGRAPH	FROM ID	TO ID	AREA	PEAK DISCHARGE	RUNOFF VOLUME	RUNOFF	TIME TO PEAK	CFS PER	PAGE =	= 1
COMMAND	IDENTIFICATION	NO.	NO.	(SQ MI)	(CFS)	(AC-FT)	(INCHES)	(HOURS)	ACRE	NOTATI	ON
START									•	TIME=	. 00
RAINFALL T	YPE= 2									RAIN24=	2.600
COMPUTE NM	HYD 100.1BT	_	1	. 00697	<i>16.27</i>	. 641	1.72413	1.500	3.647	PER IMP=	60.00
COMPUTE NM	HYD 100.2BT	_	2	.00185	4.33	. 170	1.72413	1.500	3.657	PER IMP=	60.00
COMPUTE NM	HYD 100.3BT	-	1	.00743	17.34	. 683	1.72413	1.500	3.647	PER IMP=	60.00
COMPUTE NM	HYD 100.4BT	-	1	.00112	2.63	. 103	1.72413	1.500	3.665	PER IMP=	60.00
COMPUTE NM	HYD 100.5BT	_	1	.00411	9.60	. 378	1.72413	1.500	3.649	PER IMP=	60.00
COMPUTE NM	HYD 100.6BT		1	.00388	9.06	. 357	1.72413	1.500	3.650	PER IMP=	60.00
COMPUTE NM	HYD 100.7BT	-	1	.00181	4.24	.166	1.72412	1.500	3.658	PER IMP=	60.00
COMPUTE NM	HYD 100.8BT	_	1	.00403	9.41	. 371	1.72413	1.500	3.649	PER IMP=	60.00
COMPUTE NM I	HYD 100.9BT	_	1	.00491	11.47	. 451	1.72412	1.500	3.649	PER IMP=	60.00
COMPUTE NM I	HYD 100.10BT	_	1	.00264	6.17	. 243	1.72413	1.500	3.653	PER IMP=	60.00
COMPUTE NM	HYD 100.11A	_	1	.00183	3.59	.108	1.10462	1.500	3.073	PER IMP=	. 00
COMPUTE NM	HYD 100.11B	-	1	. 00559	10.98	. <i>329</i>	1.10462	1.500	3.068	PER IMP=	. 00
COMPUTE NM	HYD 100.11C	-	1	. 00327	6.42	. 193	1.10462	1.500	3.070	PER IMP=	.00
COMPUTE NM I FINISH	HYD 100.23BT	-	1	. 02371	46.54	1.397	1.10462	1.500	3.066	PER IMP=	. 00

AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994 INPUT FILE = BERN_TR.DAT

RUN DATE (MON/DAY/YR) =05/03/2001 USER NO. = M_GOODWN.I01

COMMAND	HYDROGRAPH IDENTIFICATION	FROM ID NO.	TO ID NO.	AREA (SQ MI)	PEAK DISCHARGE (CFS)	RUNOFF VOLUME (AC-FT)	RUNOFF (INCHES)	TIME TO PEAK (HOURS)	CFS PER ACRE	PAGE =	
COLTAIN		1.0.	2,0.	(02 111)	(32 3)	(220 + 47	(22,022)	(1100110)	110141	11011111	.011
START										TIME=	. 00
RAINFALL T	YPE= 2									RAIN24=	2.600
COMPUTE NM 1	HYD 100.1BT	-	1	.00697	16.27	. 641	1.72413	1.500	3.647	PER IMP=	60.00
COMPUTE NM I	HYD 100.2BT		2	.00185	4.33	. 170	1.72413	1.500	3.657	PER IMP=	60.00
COMPUTE NM I	HYD 100.3BT	-	1	.00743	17.34	. 683	1.72413	1.500	3.647	PER IMP=	60.00
COMPUTE NM I	HYD 100.4BT	-	1	.00112	2.63	. 1 <i>03</i>	1.72413	1.500	3.665	PER IMP=	60.00
COMPUTE NM	HYD 100.5BT	-	1	.00411	9.60	. <i>378</i>	1.72413	1.500	3.649	PER IMP=	60.00
COMPUTE NM	HYD 100.6BT	-	1	.00388	9.06	. <i>357</i>	1.72413	1.500	3.650	PER IMP=	60.00
COMPUTE NM	HYD 100.7BT	-	1	.00181	4.24	. 166	1.72412	1.500	3.658	PER IMP=	60.00
COMPUTE NM	HYD 100.8BT	-	1	.00403	9.41	. 371	1.72413	1.500	3.649	PER IMP=	60.00
COMPUTE NM 1	HYD 100.9BT		1	.00491	11.47	. 451	1.72412	1.500	3.649	PER IMP=	60.00
COMPUTE NM	HYD 100.10BT	-	1	.00264	6.17	. 243	1.72413	1.500	3.653	PER IMP=	60.00
COMPUTE NM	HYD 100.11A	-	1	.00183	3.59	.108	1.10462	1.500	3.073	PER IMP=	. 00
COMPUTE NM	HYD 100.11B		1	.00559	10.98	. 329	1.10462	1.500	3.068	PER IMP=	.00
COMPUTE NM	HYD 100.11C	-	1	.00327	6.42	. 193	1.10462	1.500	3.070	PER IMP=	.00
COMPUTE NM I FINISH	HYD 100.23BT	-	1	. 02371	46.54	1.397	1.10462	1.500	3.066	PER IMP=	.00

<u>M</u>

D. Mark Goodwin & Associates, P.A. Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199 (505) 828-2200 FAX 797-9539

e-mail: dmg@swcp.com

PROJECT Be	nardo	Trails	
SUBJECT Zer	nporary	Retention F	bods
BY	DLH	DATE 5-3-	01
CHECKED	· <u></u>	DATE	 -
	SHE	ETOF	

South Retention Pond

SB 1 only

V10-day = V360 + AD (P100-P360)

= 0.641 + (4.463 Ac)(.60)(3.47"-2.6") = 0.835 AcFt = 36372 CoFt

POND DESIGNI: 3:15ide slopes

6 Ft depth

9216SF = 96x96' TOP AREA (35.0')

3600SF 60×60' BOTTOM AREA (29.0')

5(6) (9216+3600 + 19216(3600)

VOLUME = 37,152 Cuft. Design Volume

D. Mark Goodwin & Associates, P.A. Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199 FAX 797-9539 (505) 828-2200 e-mail: dmg@swcp.com

PROJECT_2	ernardo Treils
SUBJECT Jen	nporary Retention Poncl
BY	DCH DATE 5-3-01
CHECKED	DATE
	SHEET OF

North Robertion Pond (on SITE)

Developed Unit 1, 253

SB 2, 3, 4, 5, 6, 7, 8, 9, 10

V10 = 2.922 + 20.349 (.60) (3.47"-2.6) = 3.80 AcFt = 165,840 CoFf (Reg'd)

POND DESIGNI: 3:1 side stopes 12' depth

> Top Area = 90x 300 = 27,000 SFC Elev 5032. Bottom Area = 18'x 228 = 21104 SF @ 5020.

VOL=3(12)(27,000+4104+127,000(4104)) =166,522 Cu.Ft. = 3.82 ALFt. (Design Volume)

Temporary Swale Colculations Unit 1

SB Z (100%) = 4.33cfs

SB3 (52,94% of 17.34cfs) = 9.18cfs) 13,5/cfs

SBS (55.55% of 9.6cfs) = 5.33cfs

+ UNDEVEZOPED SB3 (6.86cfs) (003497 sami) (46,54cfs)

+ UNDEV. 5B4 (2,20cfs) (.00112 sqmi) 46.54cfs

+UNDEN 5B6+1/25B7 (9.39cfs) (.00388+,000905)(46.54cfs)

+UNDEN 5B8 + 1/2 SB7 (9.69 cfs) (.00403+.000905)(46.54cfs) TOTAL = 18.84CFS

+ 6.86cts

25.70 cfs

7.20 Cfs 27.90 cfs

+ 9.39 cfs 37.29cfs

9.69 cts 46.98cfs

<u>M</u>

D. Mark Goodwin & Associates, P.A. Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199 (505) 828-2200 FAX 797-9539

e-mail: dmg@swcp.com

PROJECT Bernardo Trails	
SUBJECT Inlet Calcs	
BYDATE	
CHECKEDDATE	
SHEETOF	

Jackrabbit St.

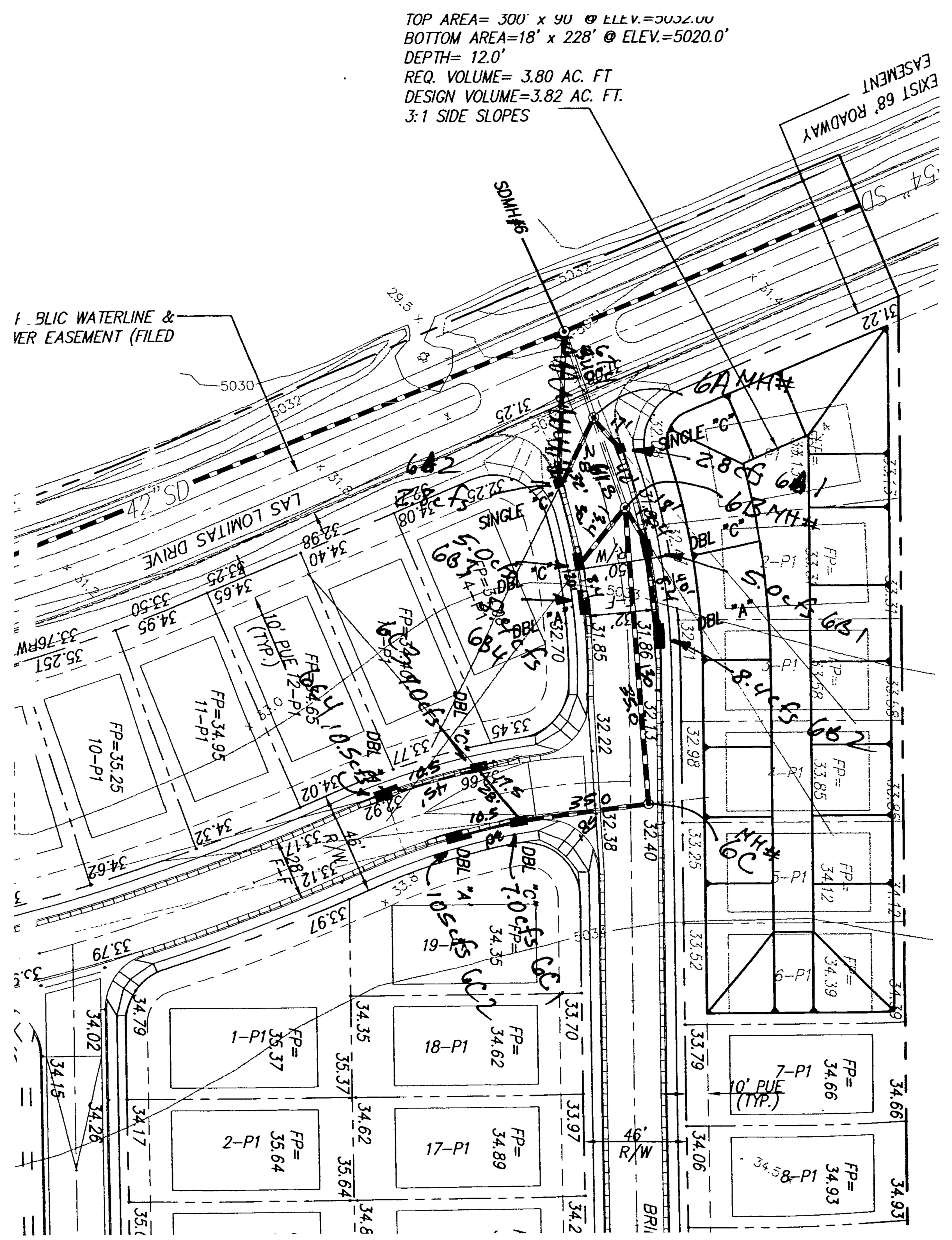
Bridlewood Road

Cricket Hill Drive

D. Mark Goodwin & Associates, P.A. Consulting Engineers P.O. BOX 90606, ALBUQUERQUE, NM 87199 (505) 828-2200 FAX 797-9539 e-mail: dmg@swcp.com	PROJECT BUT DATE 5-7-0) CHECKED DATE OF
MH#6/NV=Z0.97' 42" RCP HGL=28.ZZ	0 = 68cfs
MH#10/NV = 25.46 30" RCP HGL = 32.42	0=26.1 cfs
Angle Confluence -90 42'RCP	MH6 (INV=20.97) (31.27 RUM)
(2) 0 36" RCP (1) +1524" RCP	5 MH6A(31.18 RIM)
3+55 INLET 6AZ 31.43 FL	INLET 641 (2.8 cfs) 21.42 FL
(b) +65 -8	MH6B(31.62 RIM) 22,95 IMLET 6B1 (5.0 cfs)
31.68 FC -45	31.68FL
19 <u>INLET 634</u> 31-80 FL	INLET 6BZ (8.4cfs) 31.91FL
1) +25 () -22 /NLET 6C3 32.63 FL 28.47	
1NLET 6C4 32.92 FL 28.92	58' MH 6C (32.46RIM) 26.57. 26.62

INLET 6C2 (10.5cfs) 32.77 FL 28.77

INLET GC, (7.0cfs)
32.59 EL
28.19



<u>M</u>

D. Mark Goodwin & Associates, P.A. Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199 (505) 828-2200 FAX 797-9539

e-mail: dmg@swcp.com

PROJECT_	Barrado Trads
SUBJECT_	Crossof ASII Styre
BY	DLH DATE 5-7-01
CHECKED_	DATE
	SHEETOF

MH 10 INV=25.46 42"RCP HGC=32.42 Q=24.3cfs (Odeop was 26.1cfs) RIM=35.32

INL 10C(5.35cfs) 27 INL 10A (5.35cfs)

35.47FL

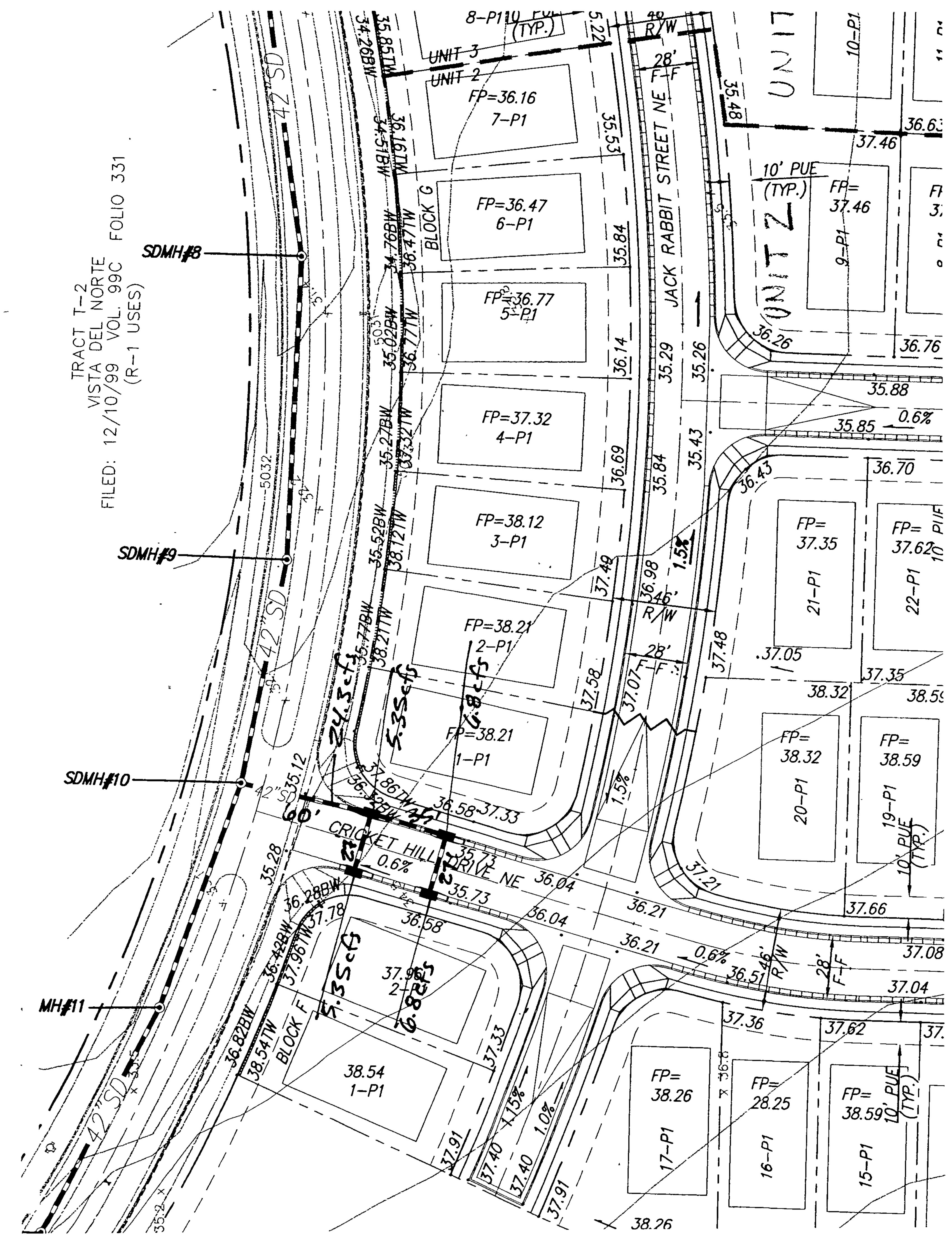
31.47 INV

INL 10D (6.8cfs) 27 INL 10B (6.8cfs)

35.67FL

31.67 INV

31.40 INV





City of Albuquerque P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

July 26, 2002

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

RE: BERNARDO TRAILS SUBD UNIT 1 (D-16/D11)

Engineers Certification For Release of Financial Guaranty

Engineers Stamp dated 7/30/2001

Engineers Certification dated 7/23/2002

Dear Ms. Hoelzer:

Based upon the information provided in your Engineers Certification submittal dated July 24, 2002, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

If you have any questions, please call me at 924-3981.

Sincerely,

Teresa A. Martin

Hydrology Plan Checker

Development & Bldg. Ser. Division

BUB

c: Arlene Portillo, PWD – #668681 File



City of Albuquerque P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

1

February 5, 2003

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

RE: BERNARDO TRAILS UNIT 3

(D-16/D11)

Engineers Certification for Release of Financial Guaranty

Engineers Stamp dated 7/30/2001

Engineers Certification dated 1/30/2003

Dear Diane:

Based upon the information provided in your Engineers Certification submittal dated 1/30/2003, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

If you have any questions, please call me at 924-3981.

Sincerely,

Teresa A. Martin

Hydrology Plan Checker

Development & Bldg. Ser. Division

BLB

c: Arlene Portillo, COA--Project # 668683



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 25, 2003

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

RE: BERNARDO TRAILS UNIT 3 (POND RECLAMATION) (D-16/D11)

Engineers Certification - Submitted for Release of Financial Guaranty

Engineers Stamp dated 1/31/2003

Engineers Certification dated 3/20/2003

Dear Diane:

Based upon the information provided in your Engineers Certification submittal dated 3/20/2003, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

If you have any questions, please call me at 924-3981.

Sincerely,

Teresa A. Martin

Hydrology Plan Checker

Development & Bldg. Ser. Division

Town a. Marti

Sub

c: Arlene Portillo, COA- Project # 668683

CITY OF ALBUQUERQUE



May 12, 2006

Mr. Mark Goodwin, PE
MARK GOODWIN& ASSOCIATES
P.O. Box 90606
Albuquerque, NM 87199

RE: BERNARDO TRAILS SUBDIVISION UNIT 4 (AKA BERNARDO

POINTE), (D-16/D11)

Engineers Certification for Release of Financial Guaranty

Engineers Stamp dated 08/23/2004

Engineers Certification dated 05/05/2006

Dear Mark:

P.O. Box 1293

Based upon the information provided in your Engineer's Certification Submittal dated 05/12/2006, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

Albuquerque

If you have any questions, you can contact me at 924-3982

New Mexico 87103

Arlene V. Portillo

Sincerely,

www.cabq.gov

Arlene V. Portillo

Plan Checker, Planning Dept.- Hydrology Development and Building Services

C: Marilyn Maldonado, COA #747581 File

. Albuquerque - Making History 1706-2006



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 23, 2003

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

Re: BERNARDO TRAILS SUBD UNIT 2

(D-16/D11)

Engineers Certification for Release of Financial Guaranty

Engineers Stamp dated 7/30/2001

Engineers Certification dated 1/20/2003

Dear Diane:

Based upon the information provided in your Engineers Certification submittal dated 1/21/2003, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

If I can be of further assistance, please contact me at 924-3981.

Sincerely,

Tursu A-Martin

Teresa A. Martin

Hydrology Plan Checker

Development & Bldg. Ser. Division

C: Arlene Portillo, PWD – #668682

file

682281

PERMANENT EASEMENT

3/19/2002

LLC, a New Mexico limited ("Grantor"), whose liability company

Grant of Permanent Easement, between VISTA DEL NORTE DEVELOPMENT, ("Grantor"), whose address is c/o P.O. Box 3671, Alb., NM, 87403 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 an exclusive, permanent 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 ______SANITARY_SEWER______, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements "(improvements") within the Easement, the city has the right to enter upon Grantors property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or Encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or Encroachments. If in the opinion of the city, the Work to be performed by the City could endanger the structural integrity or otherwise damage the improvements or Encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements aor Encroachments.

Grantor covenants and warrants that Grantor is the owner if 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 the title to the Property against all claims fro 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.

WITNESS my hand and seal this <u>13th</u> day of <u>March</u>, 2002.

City Engineer

APPROVED:

Dated

GRANTOR:

(Individual)

GRANTOR: VISTA DEL NORTE DEVELOPMENT, L.L.C.

A New Mexico limited liability company

By: John A. Myers, Assistant Manager Pro Tem

(Corporation or Partnership)

(8)

-1-

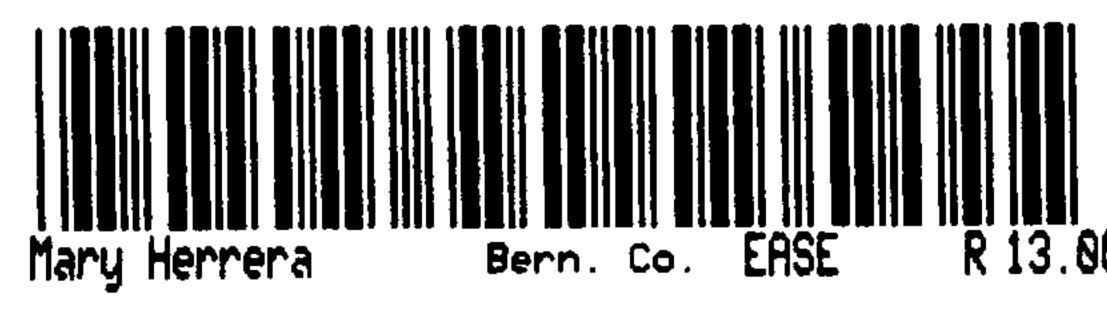


INDIVIDUAL

STATE OF)		
COUNTY OF)		
This instrument was acknowledged before	me on day of,	20, by
My Commission Expires:	Notary Public	
<u>CORI</u>	PORATION	
STATE OF <u>NEW MEXI</u> CO		
COUNTY OF <u>BERNALI</u> LLO		
This instrument was acknowledged before John A. Myers, Assistant Manager. P	Pro Tem/	20 <u>02</u> , by
Of <u>Vista del Norte Development, L.L.C.</u> a New Mexico limited liability company	Lawa Ceo Andman	
My Commission Expires:	Notary Public	
11-18-2005		
<u>PAR</u>	<u>TNERSHIP</u>	
STATE OF		
COUNTY OF		
This instrument was acknowledged before,partner(s), on behalf of _	me on day of, a partnership.	, 20, by
My Commission Expires:	Notary Public	
y — —		

(EXHIBIT "A" ATTACHED)

-2-



2002036234 5643285 Page: 2 of 4 03/19/2002 01:10P R 13.00 Bk-A33 Pg-6139

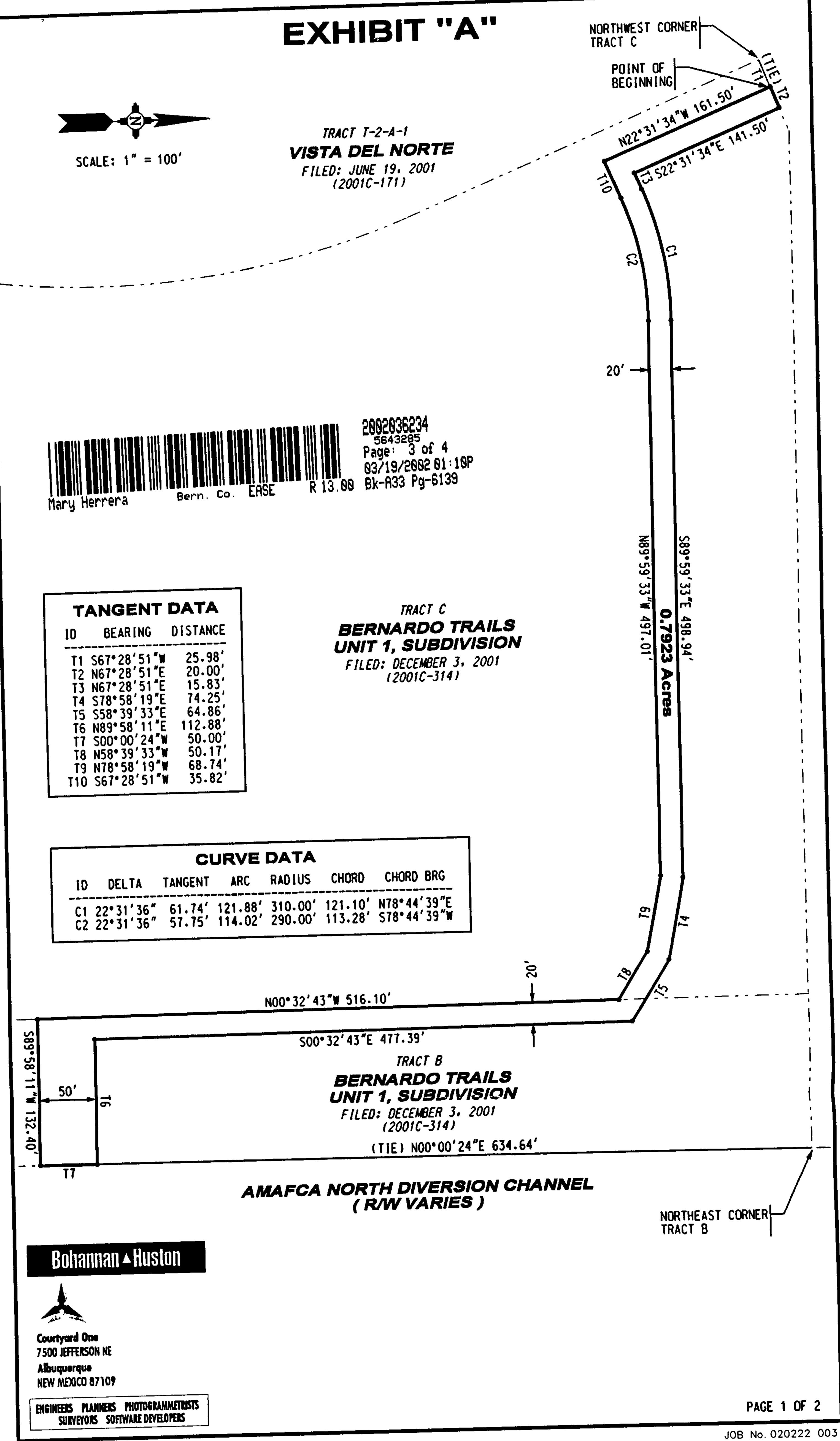


EXHIBIT "A"

DESCRIPTION

A certain tract of land situate within the Elena Gallegos Grant, within the East one-half (E1/2) of projected Section 22. Township 11 North. Range 3 East. New Mexico Principal Meridian, Bernalillo County, Albuquerque, New Mexico, being and comprising a northerly portion of Tracts A and B of the PLAT FOR BERNARDO TRAILS UNIT 1 SUBDIVISION. Albuquerque. New Mexico as the same is shown and designated on the plat thereof, recorded in the office of the County Clerk of Bernalillo County. New Mexico on December 3. 2001 in Book 2001C. Page 314 as Document No. 2001143436 and being more particularly described by plat bearings and ground distances as follows:

BEGINNING at the northwest corner of the tract herein described, a point on the northerly boundary line of said Tract C. whence the northwest corner of said Tract C bears S67°28'51"W. a distance of 25.98 feet and from said point of beginning running thence along the northerly boundary line of said Tract C. N67°28'51"E, a distance of 20.00 feet, thence leaving said northerly boundary line and running thence along the northerly boundary line of the tract herein described.

S22°31'34"E, a distance of 141.50 feet to a point: thence.

N67°28'51"E. a distance of 15.83 feet to a point of curvature: thence. 121.88 feet along the arc of a curve to the right having a radius of 310.00 feet and a chord which bears N78°44'39"E, a distance of 121.10 feet to a point of tangency: thence.

S89°59'33"E, a distance of 498.94 feet to a point: thence.

S78°58'19"E, a distance of 74.25 feet to a point: thence.

S58°39'33"E, a distance of 64.86 feet to a point: thence.

S00°32′43″E. a distance of 477.39 feet to a point: thence.

N89°58'11"E. a distance of 112.88 feet to the northeast corner of the tract herein described, a point on the easterly boundary line of said Tract B, a point on the westerly right-of-way line of the AMAFCA North Diversion Channel, thence running along the easterly boundary line of said Tract B and said right-of-way line.

S00°00'24"W, a distance of 50.00 feet to the southeast corner of the tract herein described, thence leaving said easterly boundary line and said right-of-way line and running thence along the southerly boundary line of the tract herein described.

S89°58'11"W. a distance of 132.40 feet to a point; thence.

NOO°32'43"W. a distance of 516.10 feet to a point: thence.

N58°39'33"W. a distance of 50.17 feet to a point: thence.

N78°58'19"W. a distance of 68.74 feet to a point: thence.

N89°59'33"W, a distance of 497.01 feet to a point of curvature: thence. 114.02 feet along the arc of a curve to the left having a radius of 290.00 feet

and a chord which bears \$78°44'39"W. a distance of 113.28 feet to a point of tangency: thence.

S67°28'51"W. a distance of 35.82 feet to a point: thence.

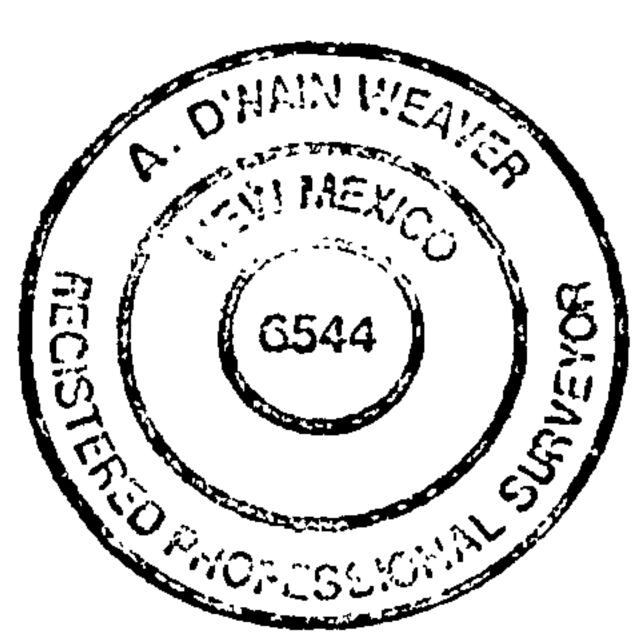
N22°31'34"W. a distance of 161.50 feet to the point and place of beginning.

Tract contains 0.7923 acre, more or less.

a. Duraina

A. Dwain Weaver N.M.P.S. No. 6544

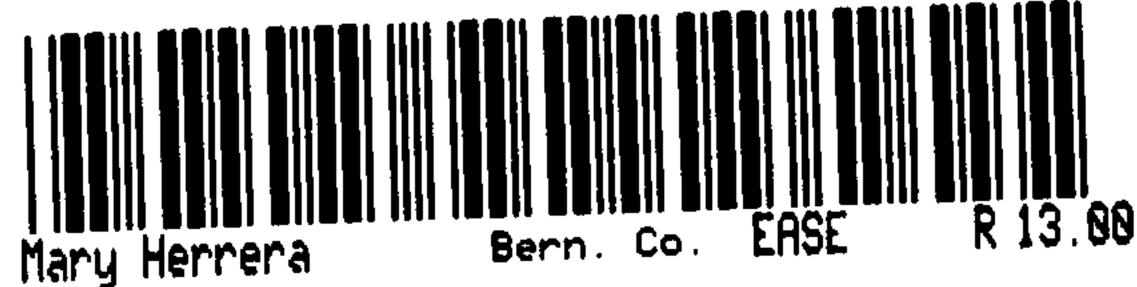
Date: January 28, 2002





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