



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

May 4, 1994

Steve Crawford, P.E.
Community Sciences Corp.
P.O.Box 1328
Corrales, N.M. 87048

RE: ENGINEER'S CERTIFICATION FOR RIDGEFIELD NORTH SUBD UNIT 1 (D-20/D8A)
RECEIVED APRIL 28, 1994 FOR FINANCIAL GUARANTY RELEASE
ENGINEER'S STAMP DATED 4-27-94

Dear Mr. Crawford:

Based on the information included in the submittal referenced above, City Hydrology accepts the Engineer's Certification of grading & drainage and releases the Financial Guaranty for this project.

If I can be of further assistance, you may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.
Civil Engineer/Hydrology

c: Lynda-Michelle DeVanti; Project No. 4729.90

WPHYD/7578/jpc



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 7, 1994

CERTIFICATE OF COMPLETION AND ACCEPTANCE

Ridgefield North Limited Partnership
6400 Uptown Blvd. N.E. 200 W
Albuquerque, NM 87110

RE: PROJECT NO. 4729.80 RIDGEFIELD NORTH PHASE I
(MAP D-20)

Dear Mr. Spencer:

This is to certify that the City of Albuquerque accepts Project No. 4729.80 as being completed according to approved plans and construction specifications. Please be advised this certificate of completion and acceptance shall only become effective upon final plat approval and filing in the office of the Bernalillo County Clerk's Office.

The project is described as follows:

- Completion of sanitary sewer, water, pavement and curb & gutter construction on Macallan Road N.E. and the four cul-de-sac, and Scopesby Drive. Completion of temporary pavement on Holbrook from Paseo del Norte to Palomas Avenue. All described work as shown on as-built drawing Ridgefield North Unit 1, City Project No. 4729.80.

The contractor's correction period begins the date of this letter and will be effective for a period of one (1) year.

Sincerely,

Rick Roybal, PE
City Engineer,
Engineering Group
Public Works Department

Sincerely,

Russell B. Givler, PE
Chief Construction Engineer,
Engineering Group
Public Works Department

93112256

DRAINAGE COVENANT

2906

4729.91
File

This Drainage Covenant, between JACKSON MAPLE Properties, INC ("Owner"), whose address is 3939 RIO GRANDE, NW #53 ALBUQUERQUE, NM 87107 and the City of Albuquerque, New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described as: Lots 6, 7, 8, 25, 26, & 27 of Block A North Albuquerque Acres Tract A in Bernalillo County, New Mexico (the "Property"). (EXHIBIT "B") Unit A

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain Drainage Facilities on the Property, and the parties wish to enter into this Agreement to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. D-20108A:
Temporary Retention Pond (EXHIBIT "A")

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

3. Maintenance of Drainage Facility. The Owner will maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Report and plans.

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within 14 days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

(Approved by Legal Dept.
as to form only 06/90)

Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the repair or maintenance following notice to the Owner as required in this Agreement or in an emergency unless the damages are the result of the reckless act or gross negligence of the City.

Indemnification. Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Agreement may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer, or his designee, and the approval of the City Hydrologist must be endorsed thereon.

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

11. Notice. For purposes of given formal written notice to the Owner, Owner's address is:

STEVEN P. JACKSON
3939 RIO GRANDE NW, #53
Albuquerque, NM 87107

Notice may be given to the Owner either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within three days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by given written notice of the change by Certified Mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico, 87103.

12. Term. This Agreement shall continue until terminated by the City pursuant to Section 9 above.

(Approved by Legal Dept.
as to form only 06/90)

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

4. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

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

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

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

OWNER:

By: Sten P. Jackson
Its: President
Dated: 8/2/93

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 2nd day of August, 1993, [by name of person:] Steven P. Jackson, [title or capacity, for instance "president" or "owner":] President, of [Subdivider:] Jackson Maple Properties.

Michelle M. Flynn
Notary Public

My Commission Expires: 3/1/95

CITY OF ALBUQUERQUE:

Approved: [Signature]
By: [Signature] X
Title: For the City Engineer
Dated: 9/2/93

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1993 OCT -8 AM 8:55

(EXHIBIT A ATTACHED)

93282906
JUDY D. WOODWARD
CLERK & RECORDER
(Approved by Legal Dept. as to form only 06/90)
2910

~~4905~~

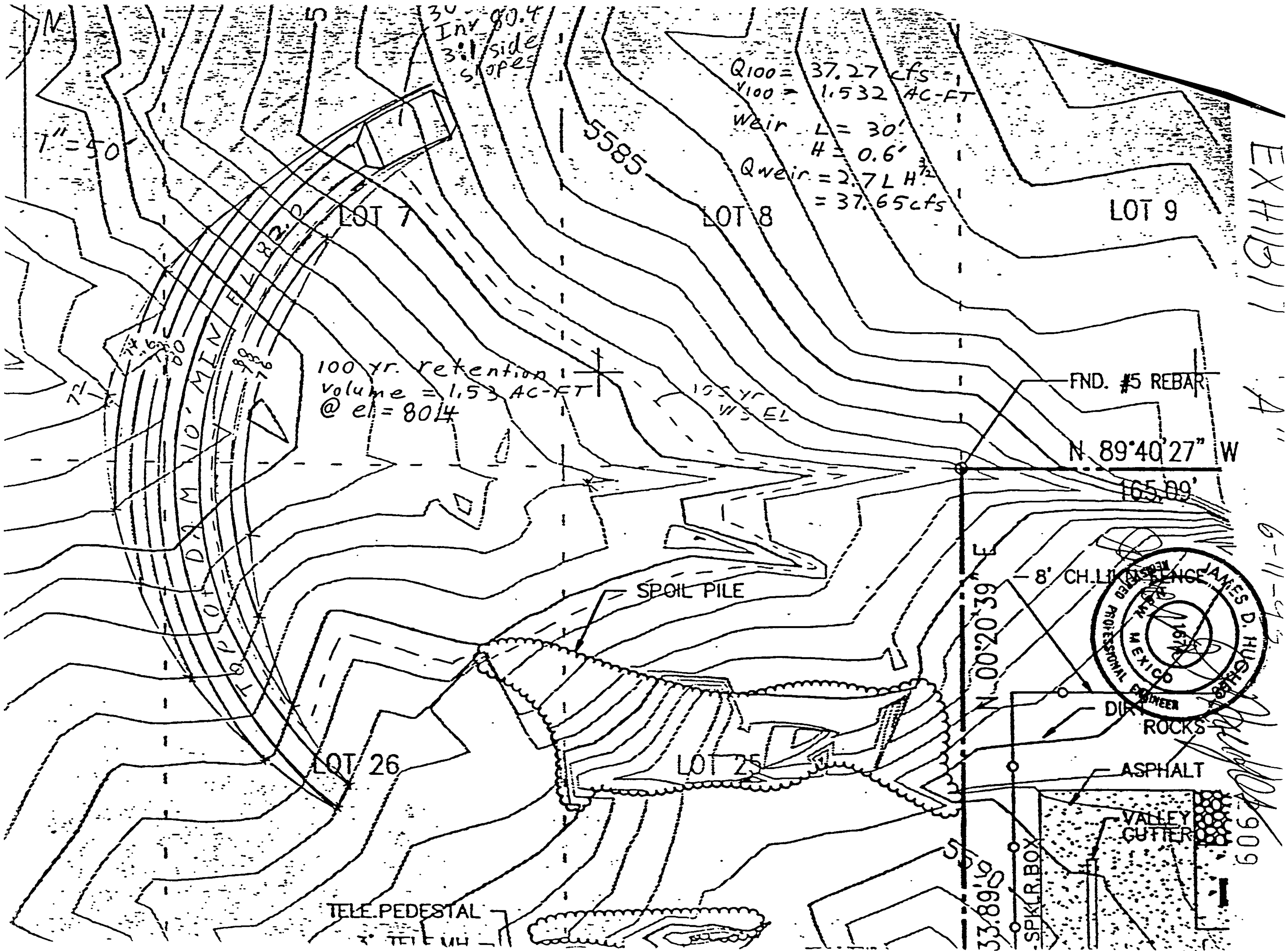


EXHIBIT "B"

RESULT OF SURVEY

FOR

26.8226 ACRE PARCEL

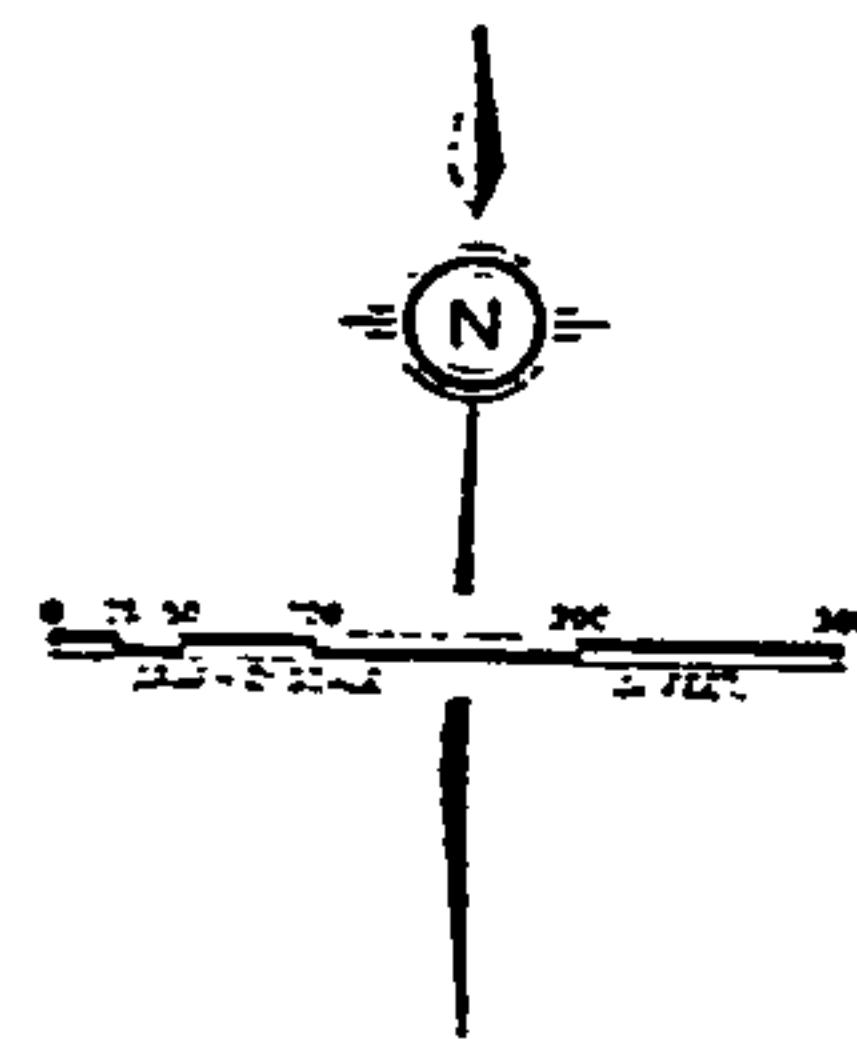
COMPRISED OF

LOTS 1 THRU 23 AND LOTS 25 THRU 32, BLOCK 41
NORTH ALBUQUERQUE ACRES TRACT A, UNIT A

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
CITY OF ALBUQUERQUE



SECTION 10, T1N, R1E, S4E
ALBUQUERQUE, NEW MEXICO

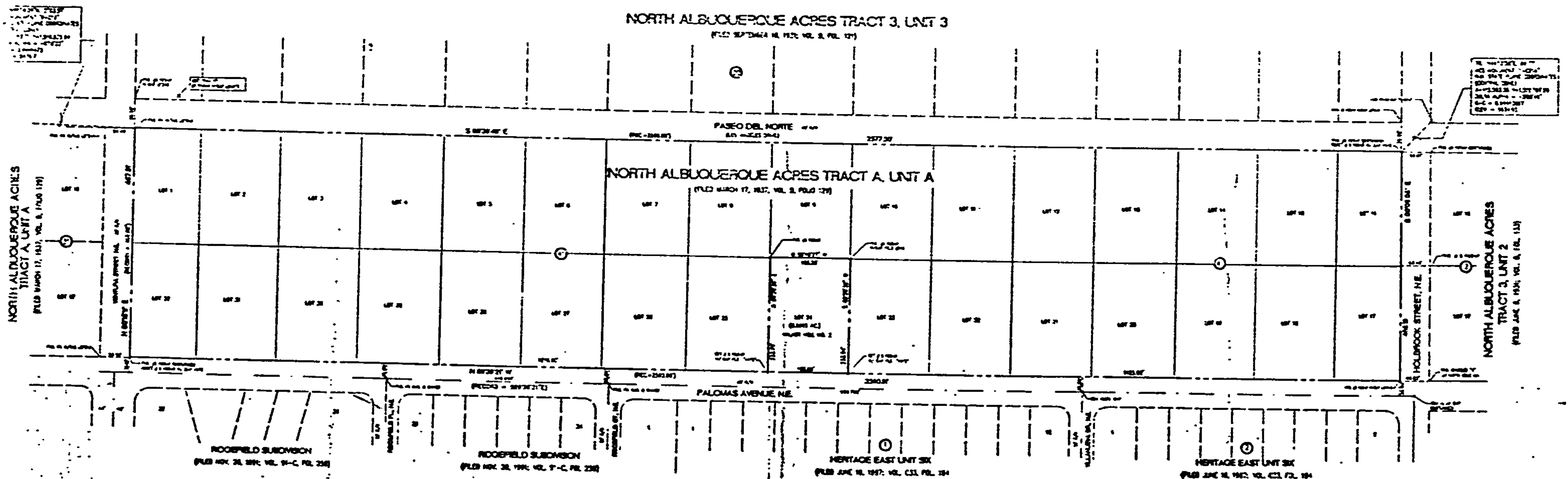


NORTH ALBUQUERQUE ACRES TRACT 3, UNIT 3

(FILED SEPTEMBER 18, 1970, VOL. 8, PAGE 121)

NORTH ALBUQUERQUE ACRES TRACT A, UNIT A

(FILED MARCH 17, 1957, VOL. 8, PAGE 129)





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 11. 1993

James D. Hughes, P.E.
Community Sciences Corp.
P.O.Box 1328
Corrales, N.M. 87048

RE: GRADING PLAN FOR RIDGEFIELD NORTH SUBDIVISION UNIT I (D-20/D8A)
RECEIVED JUNE 11, 1993 FOR ROUGH GRADING PERMIT APPROVAL
ENGINEER'S STAMP DATED 6-3-93


Dear Mr. Hughes:

Based on the information included in the submittal referenced above, City Hydrology APPROVES this project for Rough Grading Permit.

A Topsoil Disturbance Permit must be approved by the Environmental Health Division prior to construction.

If you have any questions about this project, you may contact me at 768-2727.

Sincerely,


John P. Curtin, P.E.
Civil Engineer/Hydrology

xc: Alan Martinez

WPHYD+7578;jpc

PUBLIC WORKS DEPARTMENT