E20/D22A

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249

AMENDMENT TO AGREEMENT TO
CONSTRUCT SUBDIVISION IMPROVEMENTS
CYPRESS POINT AT TANOAN
(Centex Homes, New Mexico Division)
City Project #3159

That certain Agreement to Construct Subdivision Improvements ("Agreement") entered into between the City of Albuquerque and Centex Homes, New Mexico Division, on April 24, 1987 and recorded at Book Misc 484A, pages 837-852, of the records of the Clerk of Bernalillo County, New Mexico is hereby amended as follows:

1. Amending the first sentence of Paragraph One of Section 1., PLAT APPROVAL STATUS of Exhibit "C" to read as follows:

   "1 The developer has / has not (circle one) requested final plat approval by the City prior to construction of Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement.

2. Amending Paragraph One of Section 2., FINANCIAL GUARANTEE of Exhibit "C" to read of follows:

   "2 With respect to the Subdivision Improvements Agreement to which this document is attached as an Exhibit, the Developer has acquired or is able to acquire the following described financial guarantee (described fully, indicate amount, identification number, name of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

   An Irrevocable Letter of Credit No. RE2200-2864 in the favor of the City of Albuquerque for the account of Centex Homes in the amount of $246,575.60 available from RepublicBank Dallas, N.A., Dallas, Texas, between June 4, 1987 and June 3, 1988."

Executed this 9th day of June, 1987.

DEVELOPER:

Signed
Name: John Millick
Title: President

CITY OF ALBUQUERQUE:

Walter Nickerson, Jr., City Engineer
Utility Development Division
Engineering Group-Public Works Dept.

Gene Romo 6-4-87
Gene Romo
Chief Administrative Officer

REVIEWED AS TO FORM:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me on this 9th day of June, 19 87, by John Millick of Centex Homes.

Notary Public: Freda J. Valdez

OFFICIAL SEAL
FREDA J. VALDEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 8/31/88

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

The foregoing instrument was acknowledged before me on this 11th day of June, 19 87, by Gene Romo, Chief Administrative Officer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

Priscilla Phillips
Notary Public

My Commission Expires:

3-17-87

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

87 JUN 15 PM 2:57

BK M5499A PG 249-250
GLADYS M. DAVIS
CO. CLERK & RECORDER
DEPUTY

RepublicBank Dallas
P.O. BOX 225961 • DALLAS, TEXAS 75265
Adresse télégraphique
Cable address
REPUBANK
No. de télex
Telex number
073-358

ORIGINAL

FILED WITH CITY CLERK'S OFFICE
6/23/87

Date d'émission
Date of issue

June 4, 1987

Irrevocable Letter of Credit
No. RE2200-2864

Mr. Gene Romo
Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico 87103

Gentlemen:

At the request of Centex Homes Corporation, a Corporation, we establish our Irrevocable Letter of Credit in your favor for the account of Centex Homes Corporation, to the extent of and not exceeding Two Hundred Forty-Six Thousand Five Hundred Seventy-Five and 60/100 Dollars. ($246,575.60).

This Letter of Credit has been established to insure the completion of Cypress Point public and private improvements, as provided by the Agreement between Centex Homes Corporation, and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc 484A, at pages 837 to 852, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of, Two Hundred Forty-Six Thousand Five Hundred Seventy-Five and 60/100 Dollars ($246,575.60) is/are available at sight at RepublicBank Dallas, N. A., Dallas, Texas, between June 4, 1987 and June 3, 1988.

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that Centex Homes Corporation, has failed to comply with the terms of the Agreement, and also certifying that "the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement", and also certifying that the amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement.

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee if negotiated between June 4, 1987 and June 3, 1988.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit No. RE2200-2864 of RepublicBank Dallas, N. A., Dallas, Texas, dated June 4, 1987", the amount of such Draft(s) must be endorsed on the reverse side hereof, and this Letter of Credit must be attached to the Draft which exhaust this credit.

Signature de la banque émettrice
Signature of the issuing bank

01-055-054-03

RepublicBank

RepublicBank Dallas
P.O. Box 655961
Dallas, Texas 75265-5961

ORIGINAL

Date of issue
Date d'émission

Attached to and forming part of Documentary Letter of Credit No. RE2200-2864. 6-4-87

Annexée à et faisant partie de la Lettre de Crédit Documentaire No._____.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at Five O'Clock p.m., Dallas, Texas time, June 3, 1988.

RepublicBank Dallas, National Association

Authorized Officer

APPROVED AS TO FORM:
CITY OF ALBUQUERQUE

Assistant City Attorney

City Attorney

REPUBLICBANK DALLAS, N.A.

Signature of the issuing bank
Signature de la banque émettrice

01-055-052-03

E20/D22A #3159

837

(Procedure "B")

08748200

AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS PUBLIC & PRIVATE

RECEIVED MAY 28 1987 HYDROLOGY SECTION

THIS AGREEMENT made this 24th day of April, 1987, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Centex Homes, New Mexico Division (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as Cypress Point (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Cypress Point at Tanoan describing the Subdivision; and

WHEREAS, the preliminary plat submitted by the Developer proposes both private and public infrastructure improvements within the subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires the Developer to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
87 MAY -8 PM 4:04
BK M5484A PG 837-852
GLADYS M. DAVIS
CO. CLERK & RECORDER
DEPUTY

Rev. 12/85
(3558E)

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of allrequired fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the private inspection of the improvements during the course of their construction and accept said improvements upon their satisfactory completion, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the Developer financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

NOW, THEREFORE, in consideration of the above, the City and the Developer hereby agree as follows:

1. The Developer shall, on or before the 15th day of August, 19 87, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as fully set forth in this Agreement.

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if the Developer shows adequate reasons for said extension.

2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, the Developer shall be issued a Work Order by the City. The Developer shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. The Developer shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3. a) Prior to final acceptance of the completed Public Improvements by the City, the Developer shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

b) Prior to release of financial assurance, the Developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved plans and specifications or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of

any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars ($1,000,000) for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. The Developer shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. The Developer shall furnish the Ctiy Engineer a certificate of said insurance prior to issuance of a Work Order for construction of the improvements.

6. If at the time that construction of the Project is completed the City does not own the real property on or in which the improvements are constructed, the Developer shall convey such real property and property rights as the City deems necessary, together with all improvements, to the City free and clear of all claims, encumbrances and liens prior to final acceptance of the improvements by the City. Conveyance may be appropriate dedication on the final plat of the subdivision.

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

10. The City shall make available at established reproduction costs for the use of the Developer or its agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Developer or its agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11. a) The City shall issue a Certificate of Completion and Acceptance for the Public Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

b) The City shall issue a Certificate of Completion for the Private Improvements upon final completion to the City's satisfaction of the Private Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

12. If the Developer has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, payment of all fees specified in Exhibit "A" attached hereto, delivery of the financial guarantee specified in Exhibit "C" attached hereto and full compliance with the City's Subdivision Ordinance.

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable guarantee and entered into a Subdivision Improvement Agreement with the City. At such time as acceptable security has been posted by the Developer's successor in interest and the Agreement executed, the City will release the guarantee.

15. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A, B, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEVELOPER

Signed

John Millick
Name

President
Title

ATTEST:

N/A
City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

Walter H. Nickerson, Jr., City Engineer,
Utility Dev. Div., Engineering Group/PWD

Gene Romo
Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this 9th day of April, 1987, by John Millick of Center Homes New Mexico Division.

OFFICIAL SEAL
FRIEDA A. VALDEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 8/31/88

Frieda A. Valdez
Notary Public

My Commission Expires:
8/31/88

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

The foregoing instrument was acknowledged before me this 24th day of April, 1987, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Priscilla J. Phillips
Notary Public

My Commission Expires:
March 17, 1990

Rev. 10/85

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Centex Homes (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 9th DAY OF April, 1987.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 3159.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical after approval of the Developer's Preliminary Plat of the Subdivision, the Developer shall submit to the City Engineer final construction plans, specifications, and cost estimates for the proposed public improvements. At this time, the Developer shall pay all fees required under Section 12.D of the City's Subdivision Ordinance and Paragraph 4 of this Exhibit.

The Developer has engaged Bohannan-Huston, Inc. as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

Complete engineering design of all site grading and all required public and private infrastructure improvements. The Developer's engineer will provide control survey, construction survey, monumentation and minimal construction monitoring to ensure compliance with approved plans and specifications.

The Developer shall ensure that the Engineer(s) perform all of the above services in a satisfactory manner and submit to the City Engineer any reports required by the City Engineer.

The Developer has engaged J.R. Hale Contractors, Inc. as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 3159), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the City Engineer's Standard Estimated Unit Prices.

This list shall be divided into the following categories as applicable:

(1) Sanitary sewer items and quantities;

(2) Water service items and quantities;

(3) Street paving quantities;

(4) Street curb and gutter quantities; and

(5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

4. PAYMENT OF FEES.

Prior to issuance of a Work Order, the Developer shall pay to the City the following fees:

Type of Fee	Amount
Engineering Fee	6% of actual construction costs for required improvements (public portion)
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer's estimate

Prior to final acceptance of the improvements by the City, the Developer shall pay any other City fees which may have been incurred during the course of construction.

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Centex Homes (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 24th DAY OF April, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by Bohannan-Huston, Inc. on private facilities and by City of Albuquerque on public facilities both being New Mexico Registered Professional Engineers, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, the Developer shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by Bohannan-Huston, Inc. on private facilities and by Bohannan-Huston, Inc. on public facilities in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by Fox & Associates, Inc. on private facilities and by Fox & Associates, Inc. on public facilities, each being a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer at the expense of the Developer.

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT 850
EXECUTED BETWEEN Centex Homes (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 24th DAY OF April, 1987.

1. PLAT APPROVAL STATUS

The Developer has/has not (circle one) requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement. If the Developer has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, the Developer understands and agrees that the City will not approve the Developer's proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the event of Developer's default under the Subdivision Improvement Agreement.

2. FINANCIAL GUARANTEE.

With respect to the Subdivision Improvement Agreement to which this document is attached as an Exhibit, the Developer has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

Not requesting final plat signoff.

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City simultaneously with the City's execution of the Subdivision Improvement Agreement between Developer and the City; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

The Developer may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted

improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

If the completed improvements meet the above requirements, the City Engineer will then estimate the cost of completing the remaining improvements. The Developer may then submit the following documents to the City for review and approval:

a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;

b) A release of the original financial guarantee for execution by the City;

c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a Certificate of Completion and Acceptance for the completed improvements and accepts the revised financial guarantee tendered by the Developer.

8610285

E20/022A

ORIGINAL

RepublicBank Dallas
P.O. BOX 225961 • DALLAS, TEXAS 75265
Adresse télégraphique / Cable address: REPUBANK
No. de télex / Telex number: 073-358
Tel: (214) 922-5000 FDIC

Date d'émission / Date of issue: FILED WITH CITY CLERK'S OFFICE 5/26/87

April 14, 1987

Irrevocable Letter of Credit
No. RE2200-2832

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

Gentlemen:

At the request of Centex Homes Corporation, a Corporation, we establish our Irrevocable Letter of Credit in your favor for the account of Centex Homes Corporation, to the extent of and not exceeding Twenty Thousand Six Hundred Fifty-Two and 78/100 Dollars. ($20,652.78).

This Letter of Credit has been established to insure the completion of Cypress Point sidewalks, as provided by the Agreement between Centex Homes Corporation, and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 486-A, at pages 525 to 530, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of, Twenty Thousand Six Hundred Fifty-Two and 78/100 Dollars ($20,652.78) is/are available at sight at RepublicBank Dallas, N. A., Dallas, Texas, between April 14, 1987 and June 14, 1989.

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that Centex Homes Corporation, has failed to comply with the terms of the Agreement, and also certifying that "the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement", and also certifying that the amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement.

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee if negotiated between April 14, 1987 and June 14, 1989.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit No. RE2200-2832 of RepublicBank Dallas, N. A., Dallas, Texas, dated April 14, 1987", the amount of such Draft(s) must be

Signature de la banque émettrice
Signature of the issuing bank

01-055-054-03

RepublicBank

ORIGINAL

RepublicBank Dallas
P.O. Box 655961
Dallas, Texas 75265-5961

Date of issue
Date d'émission

Attached to and forming part of Documentary Letter of Credit No. RE2200-2832 4-14-87

Annexée à et faisant partie de la Lettre de Crédit Documentaire No._____.

endorsed on the reverse side hereof, and this Letter of Credit must be attached to the Draft which exhaust this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at Five O'Clock p.m., Dallas, Texas time, June 14, 1989.

RepublicBank Dallas, National Association

Authorized Officer

APPROVED AS TO FORM:
CITY OF ALBUQUERQUE

Assistant City Attorney

City Attorney

REPUBLICBANK DALLAS, N.A.

Signature of the issuing bank
Signature de la banque émettrice

01-055-052-03

#3159

E20/022A

08749731

525

SIDEWALK VARIANCE AGREEMENT

THIS AGREEMENT, made this 11th day of May, 19 87, is between the City of Albuquerque, a New Mexico municipal corporation ("City"), and [state name of developer:] Centex Homes, New Mexico Division ("Developer"), a [state type of business entity (e.g.: "a New Mexico corporation," "a partnership," "joint venture,", etc.:] a Nevada Corporation, pursuant to Section 6 of the City's Subdivision Ordinance (7-16-6 R.O. 1974, Enactment No. 56-1983, effective June 29, 1983, as amended).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as [describe:] Cypress Point at Tanoan (the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and [state "preliminary" or "final":] preliminary plat, to be identified as [state name of plat:] Cypress Point at Tanoan; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all infrastructure, including sidewalks, to be completed within two (2) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guarantee to provide funds for constructing the sidewalk improvements in case the Developer does not complete the construction as required;

THEREFORE, the City and the Developer agree:

1. Sidewalk Construction Deadline. Developer has obtained a sidewalk variance, as shown in the attached Exhibit "A", which is a copy of the Development Review Board's letter regarding the variance granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by April 14, 19 89 ("Sidewalk Construction Deadline").

2. Financial Guarantee. Developer will provide a financial guarantee in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guarantee must be irrevocable and may be in the form of a bond, letter of credit, escrow deposit or other acceptable pledge of liquid assets payable to the City at any time within the sixty (60) days immediately following the Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Developer has acquired or is able to acquire the following "Financial Guarantee":

Type of Financial Guarantee: Letter of Credit
Amount: $ 20,652.78 Financial Institution or Surety Providing Guarantee: Republic Bank of Dallas
Inclusive Dates of Guarantee (In case of default, City must be able to call on Financial Guarantee for the 60 days immediately following Sidewalk Construction Deadline.): April 14, 1987 through June 14, 1989
Additional Information: _____

3. Default. If the Developer fails or neglects to fulfill its obligations under this Agreement, the City shall have the right to construct or cause the sidewalk improvements to be constructed as shown on the plat referred in the first page of this Agreement and the plat and specifications approved by the City. The Developer as principal and the surety or sureties shall be jointly and severally liable to pay to, and indemnify the City for the total cost of construction, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the failure of the Developer to perform all of the terms of this Agreement. The City shall have the unconditional right to call upon the Financial Guarantee for the purposes specified, up to the amount specified in the Guarantee.

4. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The Developer shall submit a City standard plan sheet of the overall site showing the location and size of the sidewalks constructed. The plan shall be drafted in accordance with Chapter 27 of the Development Process Manual, Volume 2. The plan shall be certified by an independent civil engineer or land surveyor who is practicing in accordance with 61-23-1 et seq (N.M.S.A. 1978 Comp.)

The City shall inspect the sidewalks to verify accuracy of the plans. Upon verification of the improvements, the City

shall issue a release of financial guarantee and release of Sidewalk Variance Agreement no later than sixty (60) days after the verification.

5. Conveyance. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property and property rights required by the City, together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the financial guarantee and Sidewalk Variance Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

6. Assignment. This Agreement shall not be assigned until and unless both parties hereto and the financial institution or surety which has provided the Financial Guarantee for completion of the sidewalk improvements have given their express written consent to the assignment. If assigned, this Agreement shall extend to and be binding upon the successors and assigns of the party to this Agreement.

7. Conveyance of Subdivision, Replacement of Developer and Guarantee. If the Subdivision, or any part thereof, is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement, nor will it release the Financial Guarantee, and the City will continue to hold the Developer responsible for construction of the sidewalk improvements, until a successor in interest to the Developer has: A. entered into a replacement Sidewalk Variance Agreement with the City; and B. posted an acceptable replacement financial guarantee. When the replacement agreement and replacement financial guarantee have been provided to the City by the Developer's successor in interest, the City will release the Developer from the Developer's Agreement to Construct Subdivision Improvements and will release the Developer's Sidewalk Construction Financial Guarantee.

8. Request for Extension. If, in this Agreement, Developer has requested a Sidewalk Construction Deadline which is less than two (2) years from execution of the Subdivision Improvements Agreement, the Developer may request that the Sidewalk Construction Deadline and Financial Guarantee be extended for an additional period of time agreed upon by the City and the Developer, not to exceed two (2) years from execution of the Subdivision Improvements Agreement. The form of the Financial Guarantee Extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension.

9. Conflict in Terms. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement shall govern.

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

DEVELOPER

By: _____
Name: John Hillick
Title: President

CITY OF ALBUQUERQUE, NEW MEXICO

By: _____
GENE ROMO
Chief Administrative Officer

APPROVED:

By: _____
Walter H. Nickerson, Jr., City Engineer,
Utility Dev. Div., Engineering Group/PWD

(EXHIBIT "A" ATTACHED)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

OFFICIAL SEAL
FRIEDA A. VALDEZ
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 8/31/88

The foregoing instrument was acknowledged before me this ___ day of 15 April, 19 87, by [individual's name:] John Hillick, [title:] President of [Developer's name:] Century Homes, New Mexico Division.

(S E A L)

_____
NOTARY PUBLIC

My commission expires:

_____

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

The foregoing instrument was acknowledged before me this 11th day of May, 19 87, by GENE ROMO, Chief Administrative Officer of the City of Albuquerque.

(S E A L)

_____
NOTARY PUBLIC

My commission expires:
3-17-90

529

RECEIVED
APR 09 1987
PWD/ENGINEERING GROUP

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR	CHIEF ADMINISTRATIVE OFFICER	DEPUTY CAO PUBLIC SERVICES	DEPUTY CAO PLANNING DEVELOPMENT
KEN SCHULTZ	GENE ROMO	FRANK MARTINEZ	BILL MUELLER

April 8, 1987

Centex Homes Corporation
5345 Wyoming NE, Suite 207
Albuquerque, NM 87109

REF:SV-87-19
DRB-86-843

Bohannan-Huston, Inc, agent for Centex Homes Corporation, requests Final Plat appproval and a Sidewalk Variance approval of Tract 151 in the Torrey Pines, zoned R-D (City) and located on Ventura St between Tanoan Entrance and Harper Dr, containing approximately 00006.9000 acres. (E-20)

At the April 7, 1987, Development Review Board meeting the Sidewalk Variance was approved.

Temporary deferral of sidewalks installation is approved provided that sidewalks are constructed at the earlier of the two following dates:

A. When the structure is constructed on a lot, on a lot by lot basis, or

B. Two years following execution of the Subdivision Improvements Agreement covering construction of the sidewalks.

2. Financial guarantees are required for all sidewalks prior to Final Plat approval for both the initial deferral and any subsequently approved deferrals.

3. Handicap ramps may not be deferred.

If you have any questions, please call me at 768-3860.

Richard Dineen

Richard Dineen, Chairman
Development Review Board

cc:Traffic Engineering
City Engineering
Transportation
Bohannan-Huston Inc., 7500 Jefferson NE, Courtyard I, 87109
File

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
87 MAY 13 AM 11:29
GLADYS M. DAVIS
CO. CLERK & RECORDER
Misc Book 4867 Pg 525-530
DEPUTY

Prepared By:

Kerry Davis

Bohannan-Huston, Inc.

P oject No. 3159
Sheet No. 1 of 1
Date Prepared 04/08/87

530

ESTIMATE SHEET
I FRASTRUCTURE IMPROVEMENTS

[x] Quantities and Cost Estimate
Date Prepared: 04/08/87

[] Approval
Date Requested:

[] Work Order
Date Issued:

[] Final Acceptance
Date Accepted:

1. APPLICANT INFORMATION:

a. **Developer:** Centex Homes Corporation
Mailing Address: 5345 Wyoming Boulevard N.E., Suite 207, Albuquerque, NM 87109

b. **Consulting Engineer:** Bohannan-Huston, Inc.
Mailing Address: 7500 Jefferson N.E., Albuquerque, NM 87109

c. **Person to contact regarding this form:** Kerry Davis
Mailing Address: 7500 Jefferson N.E., Albuquerque, NM 87109

Phone: 823-1000

2. TITLE AND GENERAL SCOPE OF PROJECT: Sidewalk

3. NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:
Cypress Point Subdivision, Tract 151, Torrey Pines at Tanoan

4. Developer to Pay = Policy

5. City to Pay = Policy
(Procedure C)

6. City to Pay = Project/Activity No.

7. SPECIFIC LOCATION:	From	To	8. W	SAS	P	SD	M
Cypress Point Way	Preston Trail	Tanoan Drive			X		
Preston Trail	Cul-de-Sac	Tanoan Drive			X		
Medinah Lane	Preston Trail	Cypress Point Way			X		

9. Item #	10. Short Description	11. Est. Quantity	12. Contract Unit Price	13. Est. Amount	14. As-Built Quantity	15. As-Buil Amount
P-42	4" PCC SDWK	11,554 SF	1.43/SF	$16,522.22		

16. Subtotal 16,522.22 x 125% = 20,652.77
Contingencies 10%
Engineering %

OK-RHH
4-13-87

Reduce Engineering Fee by amount of Design Deposit Fee Paid = $ _____.

Exhibit A

RECEIVED
MAR 27 1987
HYDROLOGY SECTION

SUBSURFACE INVESTIGATION

CYPRESS POINT

TANOAN SUBDIVISION

ALBUQUERQUE, NEW MEXICO

FOX Consulting Engineers and Geologists

FOX & ASSOCIATES OF NEW MEXICO, INC.
CONSULTING ENGINEERS AND GEOLOGISTS
ALBUQUERQUE OFFICE 3412 BRYN MAWR DRIVE, NE
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0900

SUBSURFACE INVESTIGATION

CYPRESS POINT

TANOAN SUBDIVISION

ALBUQUERQUE, NEW MEXICO

Prepared for:

Centex Homes, Inc.

Job No: 0120250

January 27, 1987

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GENERAL

This report presents the results of a subsurface investigation conducted at the site of the Cypress Point development located in the Tanoan Community of Albuquerque, New Mexico.

The investigation was made to determine the suitability of the lots for residential construction, the best types and depths of foundations, allowable soil bearing pressures, and special precautions which should be taken in the design or construction of the proposed structures due to site soil conditions.

The conclusions and recommendations presented are based on the data gathered during the site investigation, on the results of laboratory testing, and upon the applicable standards of our profession at the time this report was prepared. Data gathered during the field and laboratory investigations are presented in Figures 1 through 16, and Table 1.

PROPOSED CONSTRUCTION AND SITE CONDITIONS

It is our understanding that the site will be developed with single family residences and/or townhouses. The buildings will be one to three stories high and may be split level. The buildings will be constructed utilizing wood frame and either

brick, wood veneer, or stucco finished exteriors. The ground floors will be concrete slabs on grade. No basements or sublevels are planned. The maximum column and bearing wall loads are not anticipated to exceed 15 kips and 2500 pounds per linear foot respectively.

The site is bounded on the north by existing residences, on the east by Tanoan Drive, on the west by Ventura Drive, and on the south by the main gate entrance. Utilities are located along Tanoan Drive.

Cypress Point is presently rough graded and sparsely vegetated. It is our understanding that the structural fill on site is controlled, tested, and certified by a qualified engineer. Vegetation on site consists of weeds and grasses. There is a moderate amount of trash and debris scattered across the site, along with uncontrolled man-made fill.

SUBSURFACE CONDITIONS

To evaluate the site subsurface conditions, eighteen (18) (see Figure 1, Test Hole Location Plan) test holes were drilled to depths ranging from twenty (20) feet to a maximum depth of forty (40) feet. As shown on the Logs of Test Holes, Figures 2 through 6, the subsurface conditions vary with depth and are fairly uniform across the site.

The test holes generally encountered sands with varying amounts of silt and clay, uncontrolled man-made fill, and occasionally thin lenses of gravel. The silty sands were, in general, light brown, slightly moist to moist, calcareous to non-calcareous, loose to dense, contained very fine to very coarse grained sand, some to trace gravel and poorly to weakly cemented stringers and nodules of caliche material. The clayey, silty sands (SC-SM) and sandy clays (CL) encountered at the site were also light brown to reddish brown, dry to moist, had a medium density, and contained very fine grained uniform sand. The sandy clay and silt (CL-ML) was encountered in test hole 5. This sandy clay and silt was brown with some pinkish areas that contained poorly to weakly cemented caliche material, damp, calcareous, stiff, and contained very fine grained uniform sand. Man-made fill was encountered in test holes 2, 11, 15 and 16, but due to the uniformity of the fill and natural soils, it was generally not possible to distinguish between fill and natural soils.

Low density material was encountered in test holes 1, 4, 8, 11, 14, 16, and 17. The depths to the low density material are tabulated below:

Test Hole	Depth of Low Density Soils
1	1, 4, & 14 feet
4	4 feet
8	8 & 14 feet
11	6 feet
14	14 feet
16	6 feet
17	14 feet

Neither groundwater nor bedrock were encountered in the test holes to a depth of forty (40) feet, the maximum depth of exploration.

The silty sands encountered across the site exhibit a slight to significant consolidation potential under anticipated building loads and will collapse when wetted under load. Refer to the Swell-Consolidation Tests, Figures 7 through 9. The amount of possible settlement can be minimized by proper moisture conditioning and compaction of the site soils, and adequate post construction surface drainage control.

SITE GRADING

The majority of the soils within the Cypress Point development consist of medium dense to dense sands and silty sands. However, six (6) test holes (1, 8, 11, 14, 16, & 17)

encountered loose soils at a depth which cannot be densified by surface compaction. To minimize settlement of structures due to these low density soils, we re ommend that the loose soils be removed and replaced with controlled structural fill.

The approximate limits of the loose soil are indicated on the Test Hole Location Plan, Figure 1. The low density soils should be removed to a depth of fourteen (14) feet. It is anticipated that the on-site material will be suitable for placement as controlled structural fill provided that all deleterious materials are first removed. Any fill placed for foundation support should be placed as detailed in the attached Appendix.

Footings/structures should not be placed across sharp transitions between controlled structural fill and natural soils, therefore, the limits of excavation of the low density soils should extend to the lot boundaries if possible. The slope of the excavations should be no steeper than 1.5:1 (horizontal:vertical). If it is necessary to terminate the excavation underneath a proposed structure, a slope no steeper than 3:1 should be maintained beneath the structure.

Care should be taken when excavating near the existing buildings to the north of the site and the block wall on the west property line, to avoid undermining the existing foundations. If

foundations are disturbed, damage to the existing buildings may occur. The top of the excavation slope should be a minimum of five (5) feet from the existing structures.

Prior to the placement of controlled structural fill or foundations, the natural soils should be scarified to a minimum depth of eight (8) inches, moisture conditioned to optimum moisture content (±2%), and compacted to a minimum of 95% of maximum density as determined by ASTM D-1557, with a minimum of twenty (20) passes with a heavy vibratory roller. Any fill placed for foundation support should be placed as detailed in the attached Appendix. It is anticipated that on site material will be suitable for placement as controlled structural fill provided that all deleterious materials are first removed.

Should the structural integrity of nearby buildings be endangered by the use of a vibratory roller, a static roller must be used.

Water has ponded for extended periods in the depressed portions of the site. The underlying soils may be at a relatively high moisture content. In these low areas, two (2) feet of soil should be removed and the exposed ground processed as described above. Structural fill may then be placed to obtain the desired grade.

FOUNDATION RECOMMENDATIONS

The proposed structures should be supported on conventional spread and strip footings bearing on compacted natural ground or controlled structural fill, if required to meet final grading plans. Footings should be designed for a maximum soil bearing pressure of 1500 pounds per square foot. Any trash, uncontrolled man-made fill, debris, topsoil and vegetation should be removed from the site prior to grading and construction.

Footings should be proportioned as much as practicable in order to minimize differential settlement. However, a minimum strip footing width of sixteen (16) inches and a minimum column footing dimension of twenty-four (24) inches should be maintained. Exterior footings should be placed a minimum of eighteen (18) inches below final exterior grade for frost protection. Interior footings should be embedded a minimum of twelve (12) inches. Care should be taken to insure that all loose materials on bearing surfaces are compacted to 95% of maximum density as determined by ASTM D-1557.

Footings should not be placed longitudinally over any existing utilities. Any utilities so located should be removed and relocated. Backfill then placed for foundation support should be placed and compacted as outlined in the Appendix.

The allowable soil bearing pressures presented are based upon dead plus frequently applied live load. The values may be increased by one-third for short term loads due to wind and earthquakes.

Footings may be required to resist lateral loads. Lateral foundation loads will be resisted by a combination of passive soil pressure against the sides of footings and friction along the bottom of footings. Passive soil pressure may be taken as equivalent to a fluid whose density is 300 pcf. Frictional resistance may be determined by multiplying structure dead load by a coefficient of 0.35.

INTERIOR FLOOR SLAB CONSTRUCTION

All interior floor slabs should be supported on compacted natural soils or controlled structural fill if required to meet final grading plans except for the area delineated in Figure 1. This area should be overexcavated, as previously described, to a depth of fourteen (14) feet and structurally controlled fill should be placed beneath the interior floor slab. Prior to the placement of slabs or fill, the natural soils should be scarified to a depth of eight (8) inches, moisture conditioned to optimum moisture content (±2%), and compacted to a minimum of 95% of maximum density as determined by ASTM D-1557, with a minimum of twenty (20) passes with a heavy vibratory roller. Any fill

placed for slab support should be compacted in accordance with the specifications outlined in the attached Appendix.

All slabs should be isolated from all bearing members and all utility lines to allow their independent movement. Where concentrated loads are anticipated, a gravel layer should be placed beneath the slabs to help distribute these loads. Frequent joints should be scored in the slabs to control the location of any cracking.

Where lightly loaded interior walls are planned, these walls may be supported on thickened sections of the floor slab. The thickened sections should be a minimum of twelve (12) inches in width and should not apply more than a 500 psf pressure to the supporting soils. Wall loadings at thickened slab areas should not exceed 800 pounds per linear foot. Control joints should be provided at the thickened slab sections to help minimize floor slab cracking.

EXTERIOR SLABS

Backfill and any soil disturbed around the foundation walls should be compacted to a minimum of 90% of maximum density as determined by ASTM D-1557 prior to placing any exterior slabs or sidewalks. It is good practice to support small exterior slabs on haunches, or structurally tie them to the foundations to

prevent differential movement.

EARTH PRESSURES AND RETAINING WALLS

Retaining walls constructed in conjunction with this project are not anticipated to exceed five (5) feet in height. If higher walls or unusual loading conditions (surcharges on backfill, sloping backfill, etc.) are anticipated, this office should be contacted to evaluate the applicability of the following recommendations.

The lateral earth pressures for the design of underground structures or retaining walls may be approximated by the following equivalent fluid pressures:

Active Earth Pressure = Equivalent Fluid Pressure for a fluid whose density is 30 pcf.

Passive Earth Pressure = Equivalent Fluid Pressure for a fluid whose density is 300 pcf.

Earth Pressure at Rest = Equivalent Fluid Pressure for a fluid whose density is 45 pcf.

The above forces should be assumed to act at the lower third point of the stress triangle. The earth pressure at rest should

be used for the design of interior walls if the walls are braced at the top preventing rotation about the toe during backfilling. If the wall is able to rotate about the base the active earth pressure should be used for design. It is recommended that retaining walls be designed with a safety factor of 2 against overturning and 1.5 against sliding. These values are based on Rankine theory and the assumptions of a horizontal backfill surface, a vertical wall, no surcharge, and free-draining backfill material. Frictional resistance against sliding may be determined by multiplying the structure dead load by a coefficient of 0.35.

Measures should be taken to prevent the build up of hydrostatic pressure behind retaining walls. Gravel drains should be provided behind interior retaining walls and weep holes should be provided for exterior retaining walls. Weep holes should be frequently spaced and placed near the base of the exterior walls.

Below grade walls and interior retaining walls should be moisture proofed. Staining of the concrete or damage to moisture sensitive wall coverings could result if the walls are not moisture proofed prior to backfilling.

Subsequent to moisture proofing, the backfill behind retaining walls should be moistened to optimum moisture content

(±2%), and compacted to a minimum of 90% of maximum density as determined by ASTM D-1557. Only light, hand operated compaction equipment should be used near the wall.

If desired, the footings for retaining walls may be placed on compacted natural soils or controlled structural fill if required to meet final grading plans. Retaining wall footings may be designed for a maximum soil bearing pressure of 1500 psf. Bearing surfaces should be scarified to a minimum depth of eight (8) inches, moisture conditioned to optimum moisture content (±2%), and compacted to a minimum of 95% of maximum density as determined by ASTM D-1557.

REINFORCING

Foundations, slabs, and walls should be well reinforced to minimize the effects of differential movement. Refer to the foundation design for details. Stucco should be fiberglass reinforced to reduce cracking. Control joints should be placed in the stucco particularly at door and window corners.

BACKFILL AND SURFACE DRAINAGE

Due to the moisture sensitivity of the site soils, it is very important that the recommendations presented in this and the following section are closely followed.

Soils supporting the structures and slabs should be prevented from being wetted after construction. Backfill around the foundations should be free of trash and construction debris, and should be moistened and compacted to a minimum of 90% of maximum density as determined by ASTM D-1557. Only enough water should be added to the backfill material to allow proper compaction. Do not puddle or jet backfill.

The final grade should have a good slope away from foundation walls and exterior slabs on all sides. A minimum slope of four (4) percent fall in the first ten (10) feet from foundation walls is recommended in areas not protected by sidewalks and asphalt paving. Drainage from roofs, and all other surface water, should not be allowed to pond in the backfill areas or within ten (10) feet of foundations. Downspout extensions and splash blocks should be used to protect the ground surface where the ground is not covered by concrete or asphalt.

Ponding areas should be eliminated if possible. However, if they are required for the control of surface runoff they should be located as far from the foundation walls as possible, a minimum of fifteen (15) feet.

IRRIGATION OF LANDSCAPED AREAS

Do not install sprinkler system lines next to foundation walls or exterior slabs. If a sprinkler system is installed, the sprinklers should be placed so that the spray from the heads under full pressure does not fall within five (5) feet of foundation walls. Irrigation should be minimized and controlled. Any planters adjacent to the structure should be watertight or watered using controlled drip irrigation which discharges no more than two (2) gallons per hour per line. The main line for the drip irrigation system should be located a minimum of five (5) feet from the foundations. We recommend employing plants native to the area which require minimal irrigation. Any interior planters must be water tight.

TRENCHES AND EXCAVATIONS

All trenches and excavations greater than five (5) feet deep must be sloped, shored, sheeted, braced, or otherwise supported according to OSHA construction safety and health standards. Where unstable soil conditions are encountered in trenches shallower than five (5) feet, these trenches must also be sloped, shored, or supported.

Material excavated from the trench or spoil must be placed a minimum of two (2) feet from the edge of the excavation or

trench. The spoil should be barricaded or retained in an effective manner such that no loose material can fall into the excavation or trench. Additional measures should be taken to provide an adequate support system in trenches which are excavated below the water table, in backfill areas, in loose unstable soils, and in "brittle" clays.

CONSTRUCTION INSPECTION

The recommendations outlined are based on our understanding of the current plans for the proposed structures. In the event that any changes in the nature, design or the location of the buildings as set forth in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report are modified or verified in writing.

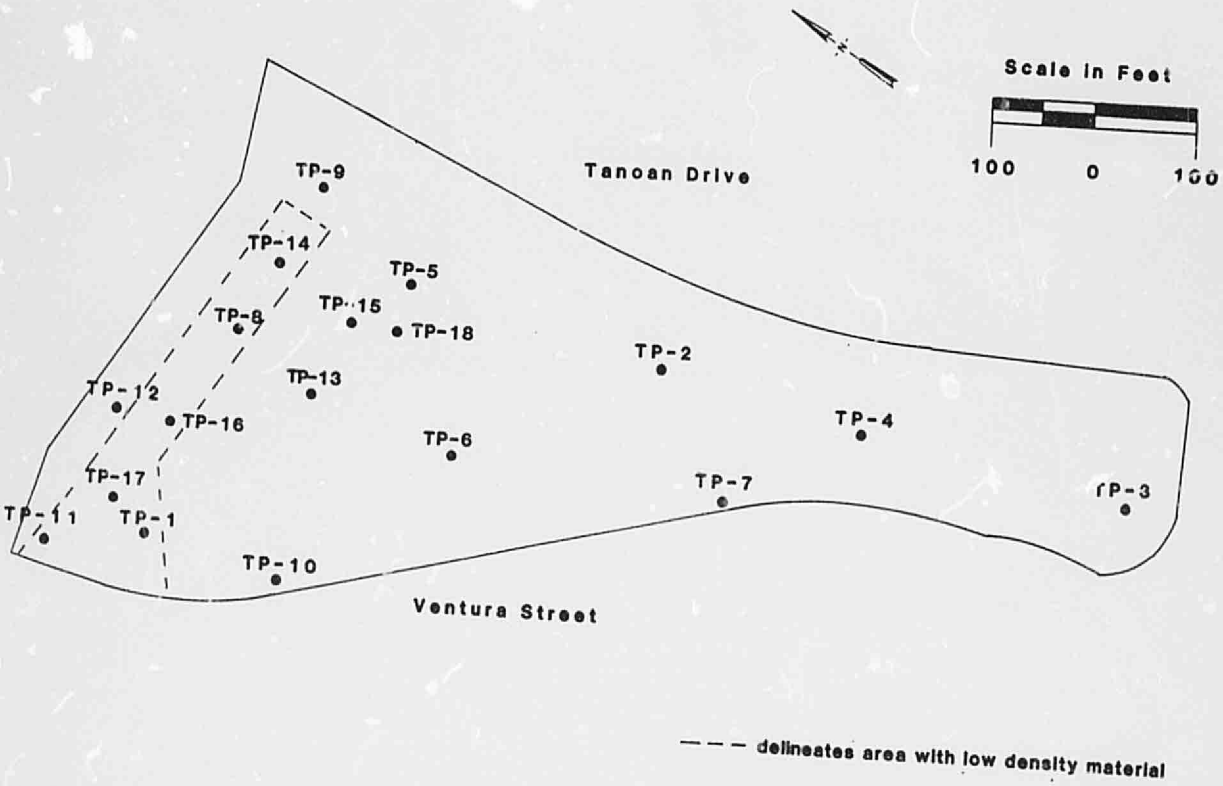
In any subsurface investigation, it is necessary to assume that the subsurface conditions do not vary greatly from the conditions encountered in the test holes. The analysis and recommendations submitted in this report are based in part on the data obtained from the soil borings. The nature and extent of any variations between soil borings may not become evident until construction. Therefore, it is recommended that we be retained to provide engineering services during the excavation and foundation construction phases of the work. This is to observe

compliance with the design concepts, specifications or recommendations, and to allow design changes in the event that the subsurface conditions differ from those anticipated prior to the start of construction.

Fox & Associates of NM, Inc. Reviewed by:

Marcia A. Pincus
Staff Geotechnical Engineer

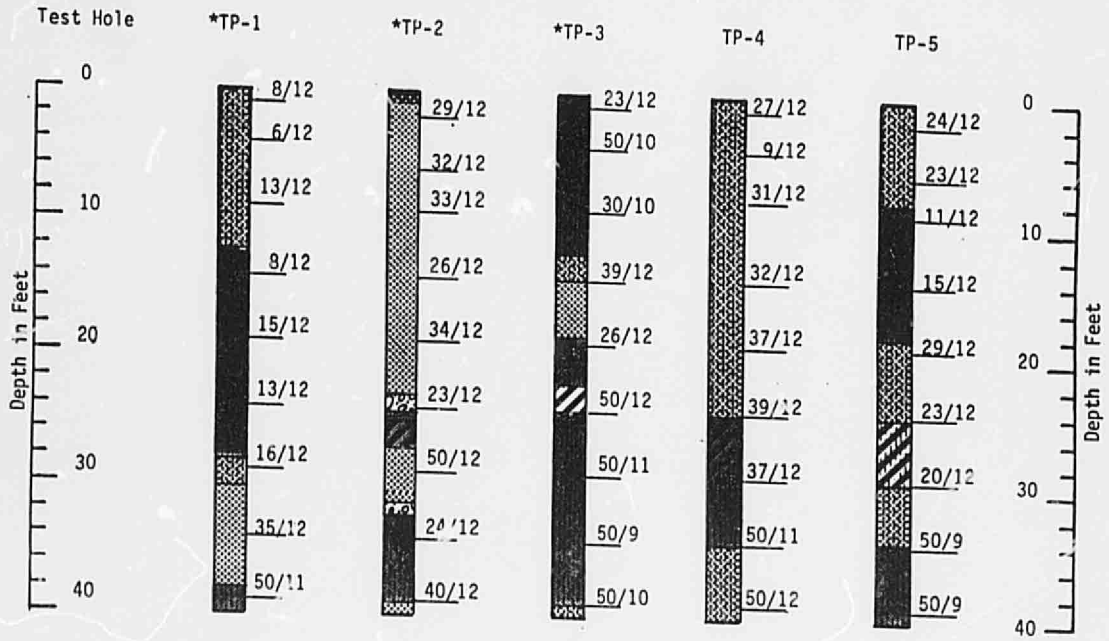
Martin D. Vinyard, P. E.
Vice President



TEST HOLE LOCATION PLAN

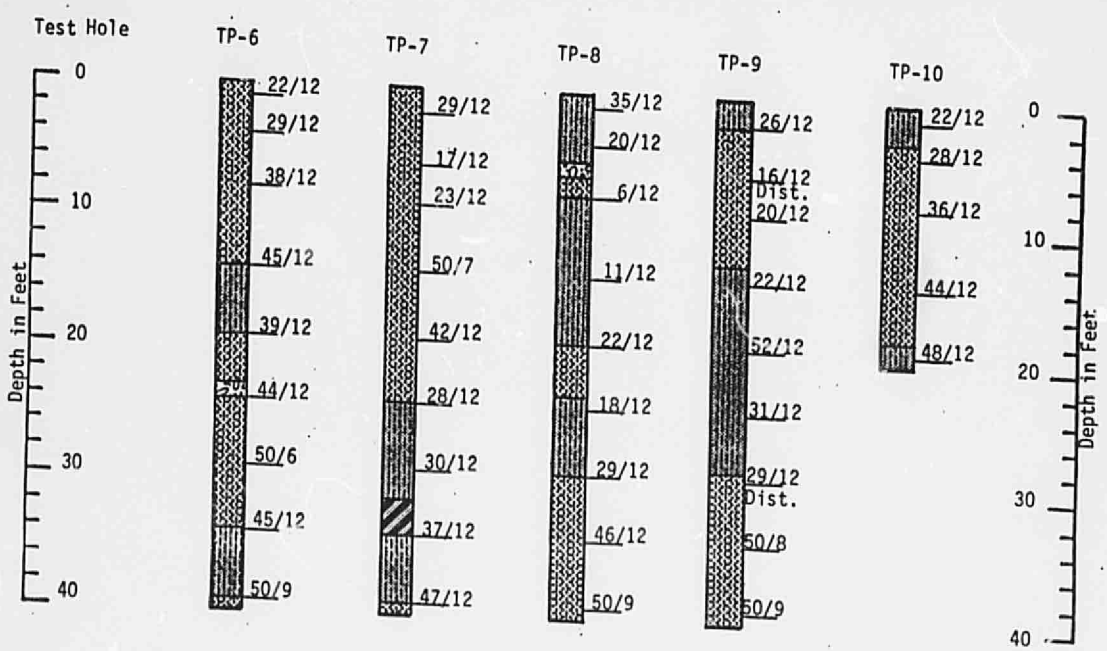
FOX Consulting Engineers and Geologists

Job No:	0120250
Date:	1/27/87
Figure	1



* These Test Holes originally drilled on October 14, 1986.

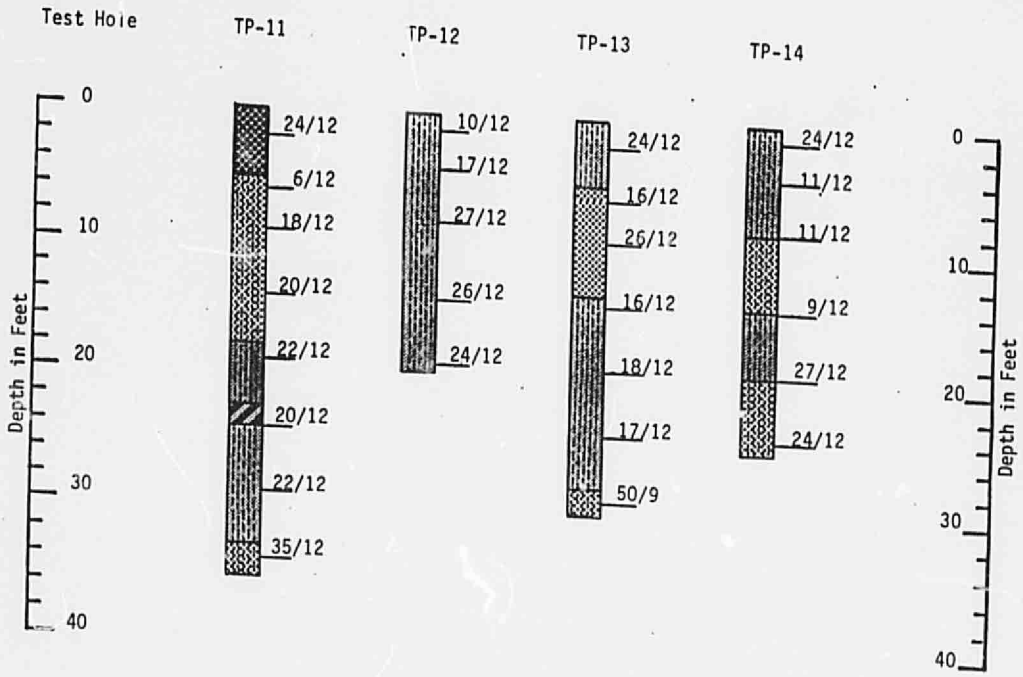
LOGS OF TEST HOLES	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 2



LOGS OF TEST HOLES

FOX Consulting Engineers and Geologists

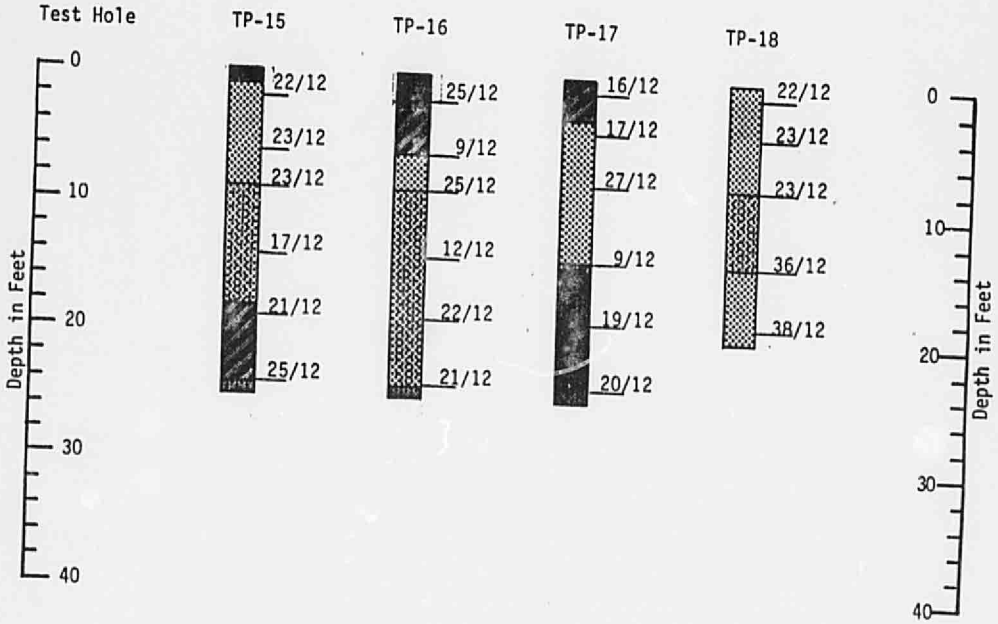
Job No:	0120250
Date:	1/27/87
Figure	3



LOGS OF TEST HOLES

FOX Consulting Engineers and Geologists

Job No:	0120250
Date:	1/27/87
Figure	4



LOGS OF TEST HOLES

FOX Consulting Engineers and Geologists

Job No:	0120250
Date:	1/27/87
Figure	5

LEGEND

MAN-MADE FILL, silty, clayey sand, brown, slightly moist to moist, very fine to medium grained sand, calcareous, loose (MMF).

SAND, light brown, slightly moist to moist, non-calcareous to calcareous, very fine to very coarse grained, trace to some subangular to subrounded gravel, trace silt, occasional lenses of silty sand, loose to medium dense (SP).

SAND, slightly silty, light brown to brown, slightly moist to moist, non-calcareous to calcareous, occasional lenses of silty sand, very fine to coarse grained, trace to some gravel, loose to medium dense (SP-SM).

SAND, silty, light brown to dark brown, moist, calcareous, occasional stringers and nodules of poorly to moderately cemented caliche, uniform very fine grained sand to very fine to some very coarse grained sand, mica, trace fine grained gravel, loose to medium dense (SM).

SAND, clayey and silty, tan to dark reddish brown, dry to slightly damp, calcareous, roots, very fine grained sand and some fine grained gravel, powdery appearance, occasional nodules of moderately cemented caliche, medium density (SC-SM).

CLAY, sandy, reddish brown, moist, very fine grained sand, some very coarse grained, calcareous (CL).

GRAVEL LENSES, maximum size two (2) inches (longest dimension).

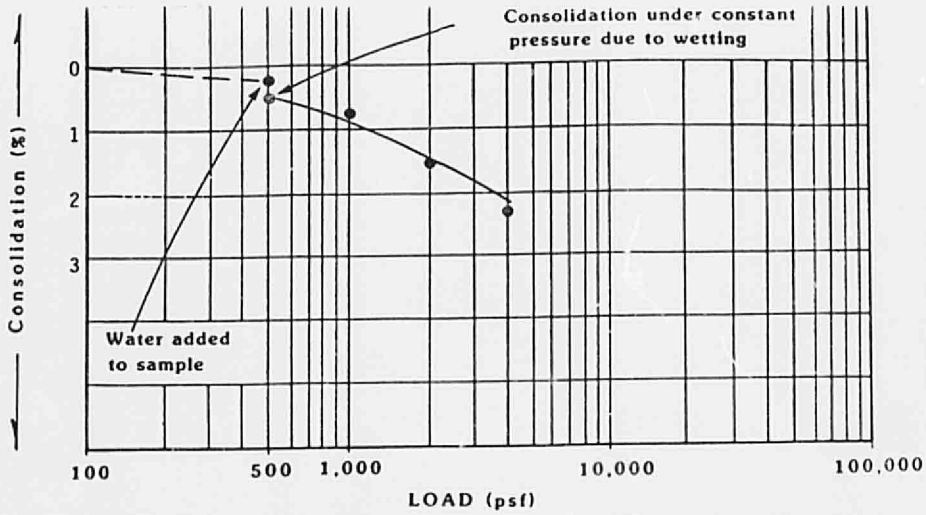
CLAY AND SILT, sandy, brown with pink areas, damp, calcareous with small nodules of weakly cemented caliche, very fine uniform grained sand with trace very coarse grained sand, stiff, (CL-ML).

NR	indicates no sample recovery
PR	indicates poor sample recovery
REF	indicates refusal to auger drilling
DIST	indicates sample was disturbed during sampling

NOTES

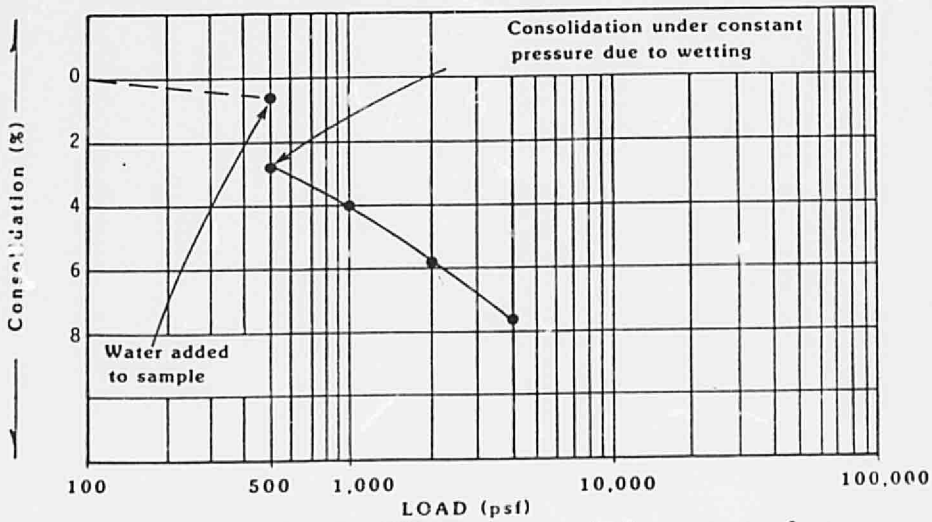
1. Test holes were drilled on December 8, 1986 and January 20, 1987 with a 6" diameter hollowstem continuous flight power auger.
2. (7/12) location of Standard Penetration Test; indicates that 7 blows with a 140 pound hammer, falling 30 inches, were required to drive a 2 inch diameter sampler 12 inches.
3. The location of borings were approximately determined by tape and compass measurement from site plan. The location of the borings should be considered accurate only to the degree implied by the method used.
4. The stratification lines represent the approximate boundary between soil types and the transition may be gradual.
5. Neither bedrock nor groundwater were encountered in the test holes.

LOGS OF TEST HOLES	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 6



Sample of silty SAND from test hole TP-4 at depth 4 feet.

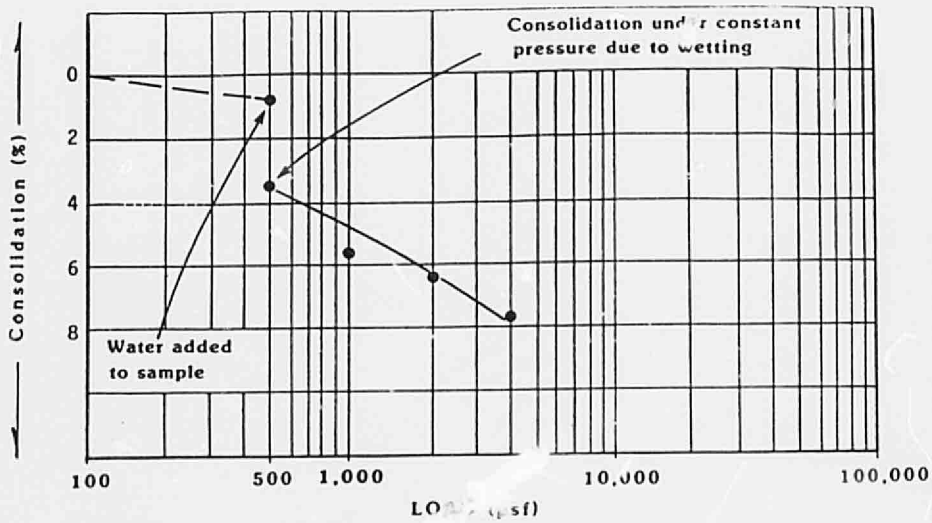
Natural Moisture Content 10.2 % Natural Dry Density 111.0 pcf.



Sample of slightly silty SAND from test hole TP-7 at depth 6 feet.

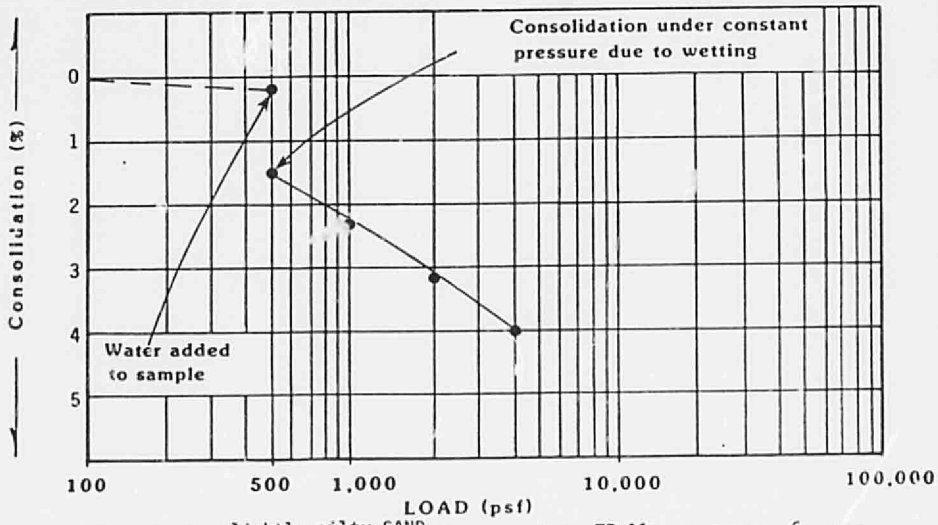
Natural Moisture Content 5.3 % Natural Dry Density 96.3 pcf.

SWELL - CONSOLIDATION TESTS	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 7



Sample of silty SAND from test hole TP-8 at depth 14 feet.

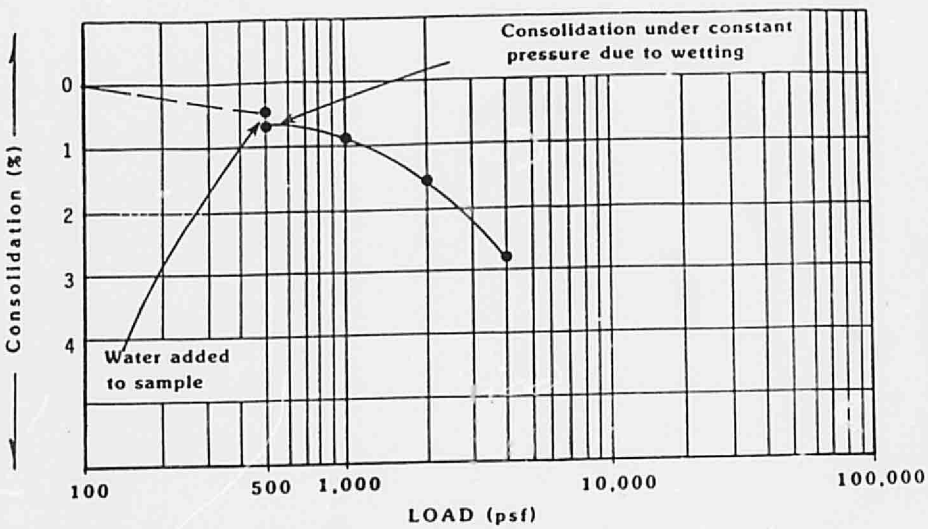
Natural Moisture Content 7.1 % Natural Dry Density 104.0 pcf.



Sample of slightly silty SAND from test hole TP-11 at depth 6 feet.

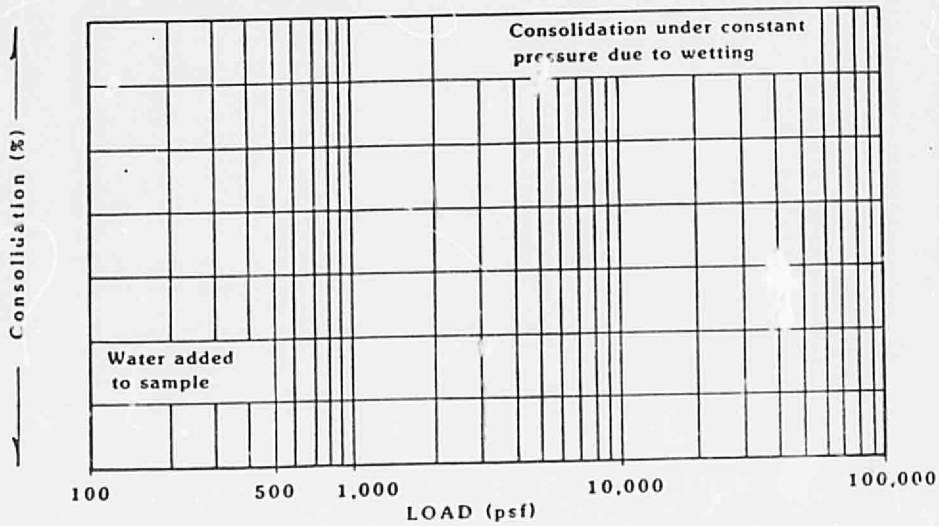
Natural Moisture Content 4.6 % Natural Dry Density 103.7 pcf.

SWELL - CONSOLIDATION TESTS	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 8



Sample of silty SAND from test hole TP-14 at depth 4 feet.

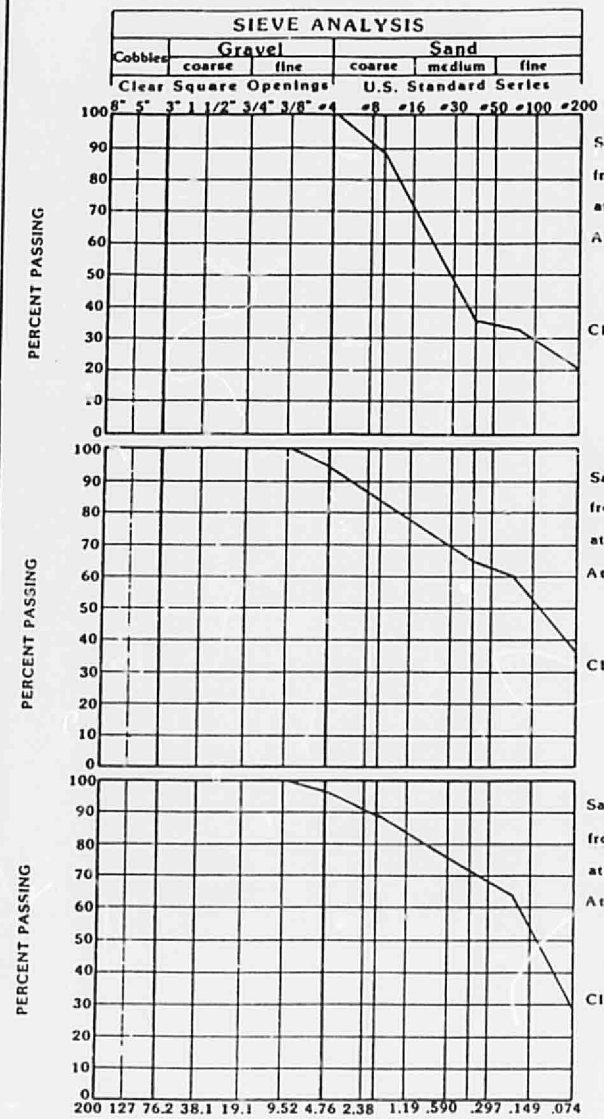
Natural Moisture Content 5.8 % Natural Dry Density 126.1 pcf.



Sample of _____ from test hole _____ at depth _____ feet.

Natural Moisture Content _____ % Natural Dry Density _____ pcf.

SWELL - CONSOLIDATION TESTS	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 9



Sample of silty SAND
from test hole TP-4
at depth 4 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

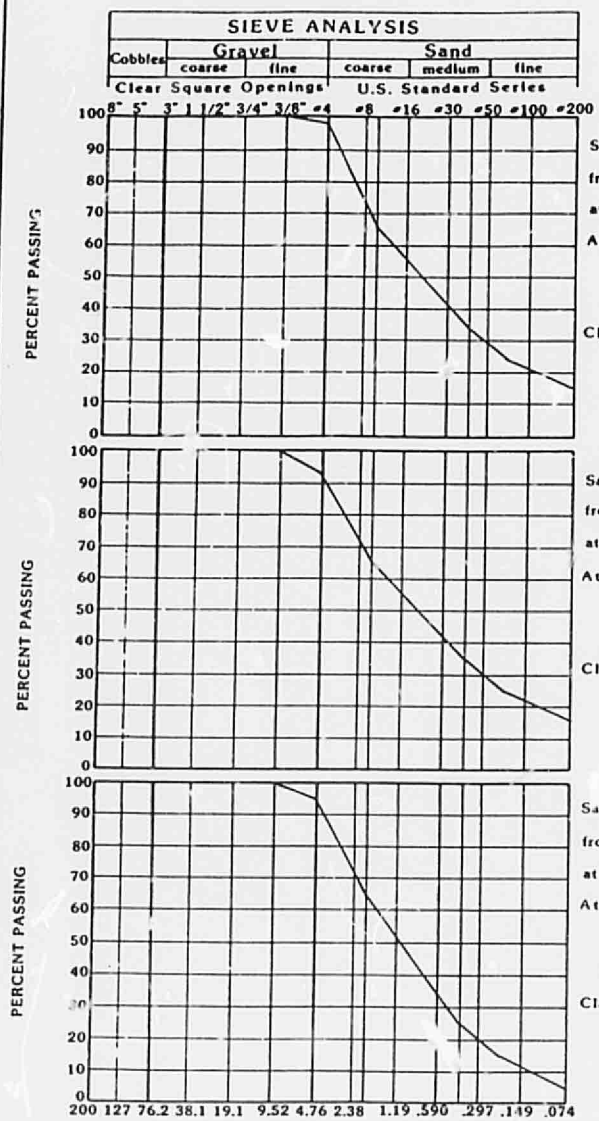
Sample of silty SAND
from test hole TP-5
at depth 9 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified

Sample of silty SAND
from test hole TP-5
at depth 14 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

Job No: 0120250
Date: 1/27/87
Figure 10



Sample of slightly silty SAND
from test hole TP-5
at depth 34 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM

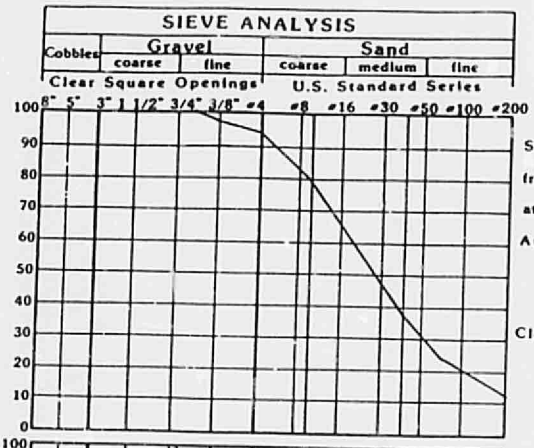
Sample of silty SAND
from test hole TP-6
at depth 1 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

Sample of slightly silty SAND
from test hole TP-7
at depth 6 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM

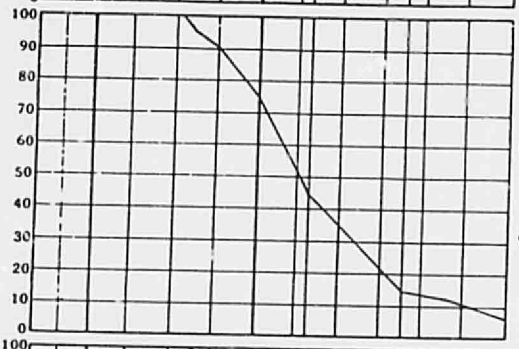
MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

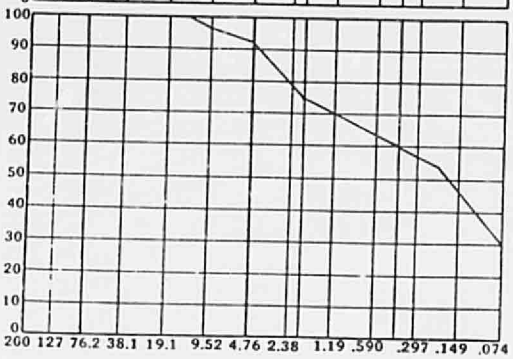
Job No: 0120250
Date: 1/27/87
Figure 11



Sample of slightly silty SAND
from test hole TP-7
at depth 14 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM



Sample of slightly silty SAND
from test hole TP-8
at depth 8 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM



Sample of silty SAND
from test hole TP-8
at depth 14 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

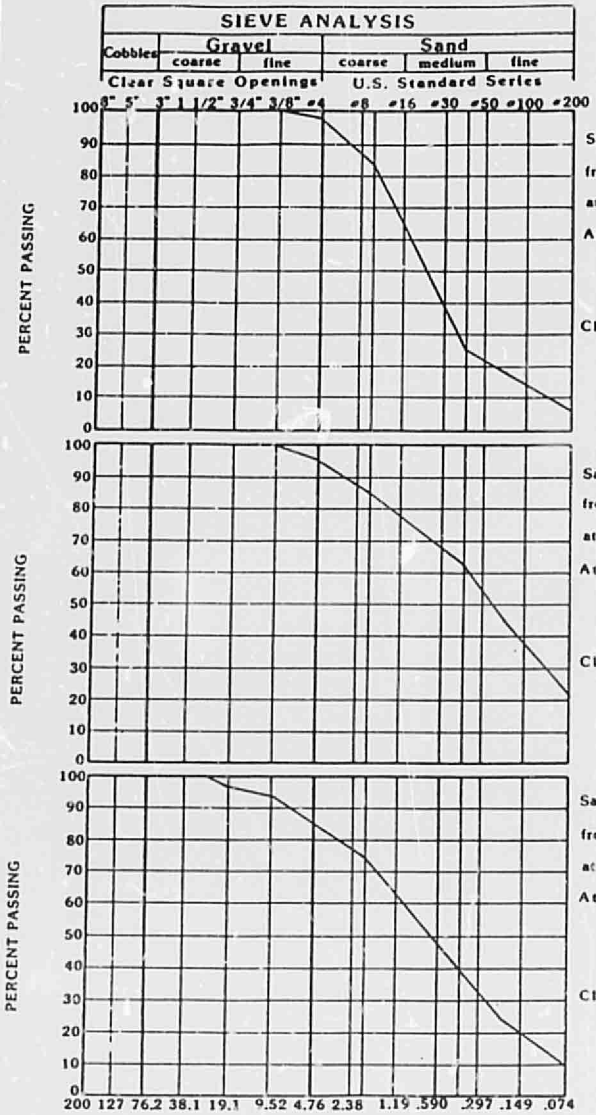
Grain Size in Millimeters

MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

Job No: 0120250
Date: 1/27/87
Figure 12

HYDROLOGY E20/D22A 2 of 2 FOUR PLANS

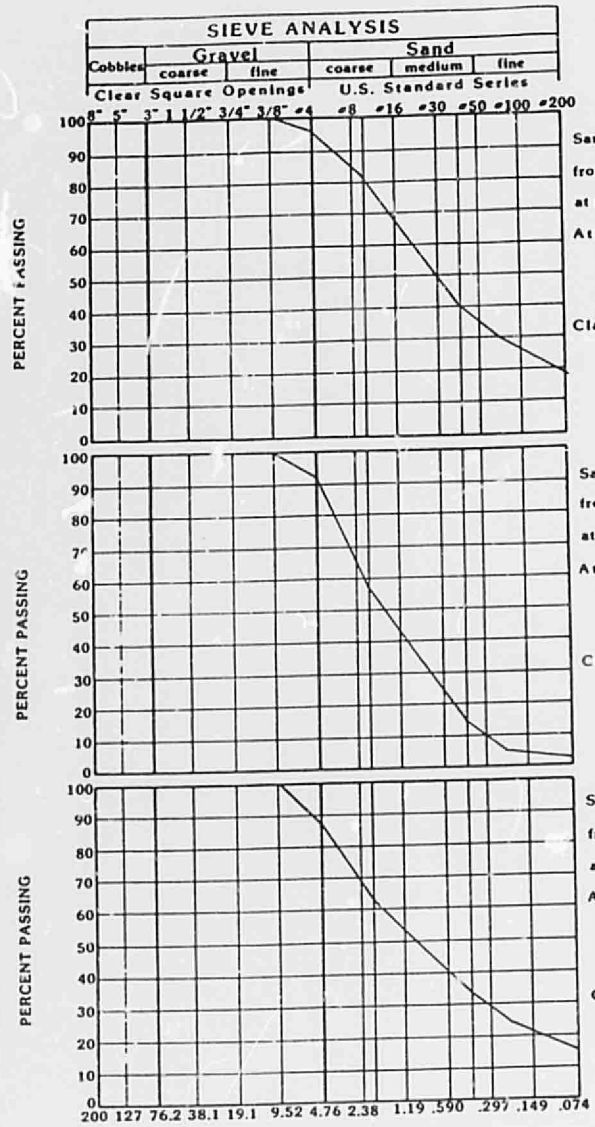


Sample of slightly silty SAND
from test hole TP-9
at depth 6 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM

Sample of silty SAND
from test hole TP-10
at depth 1 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

Sample of slightly silty SAND
from test hole TP-11
at depth 6 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM

MECHANICAL ANALYSIS CHART	Job No: 0120250
FOX Consulting Engineers and Geologists	Date: 1/27/87
	Figure 13



Sample of silty SAND
from test hole TP-12
at depth 1 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

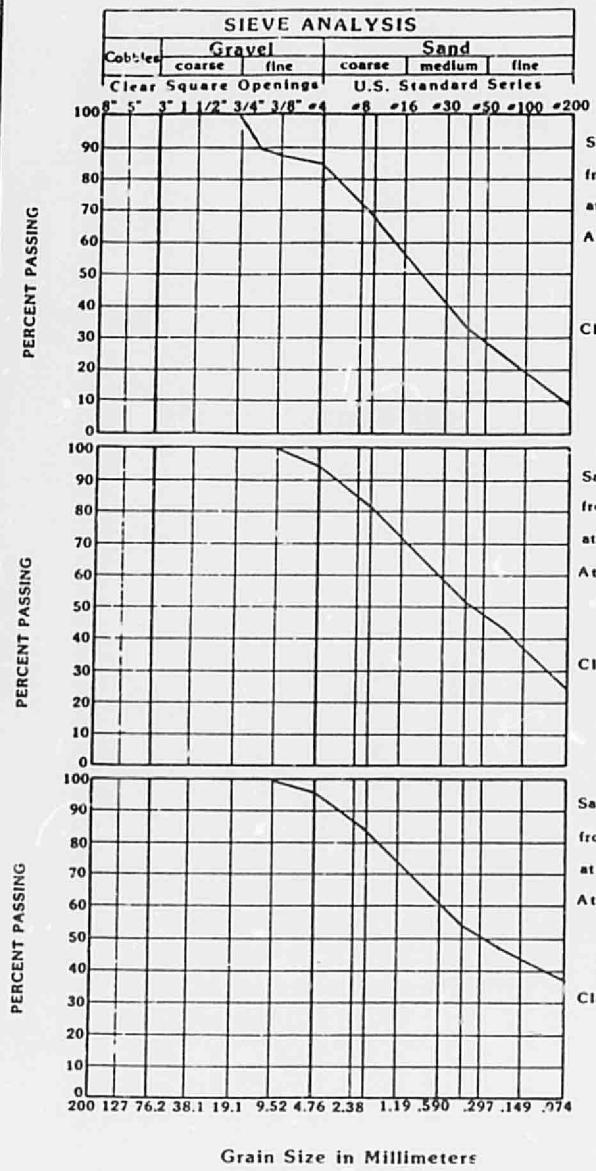
Sample of SAND
from test hole TP-13
at depth 6 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP

Sample of silty SAND
from test hole TP-14
at depth 4 feet.
Atterberg Limits:
Liquid Limits -
Plasticity index -
Classification: Unified SM

MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

Job No:	0120250
Date:	1/27/87
Figure	14



Sample of slightly silty SAND
from test hole 15
at depth 14 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP-SM

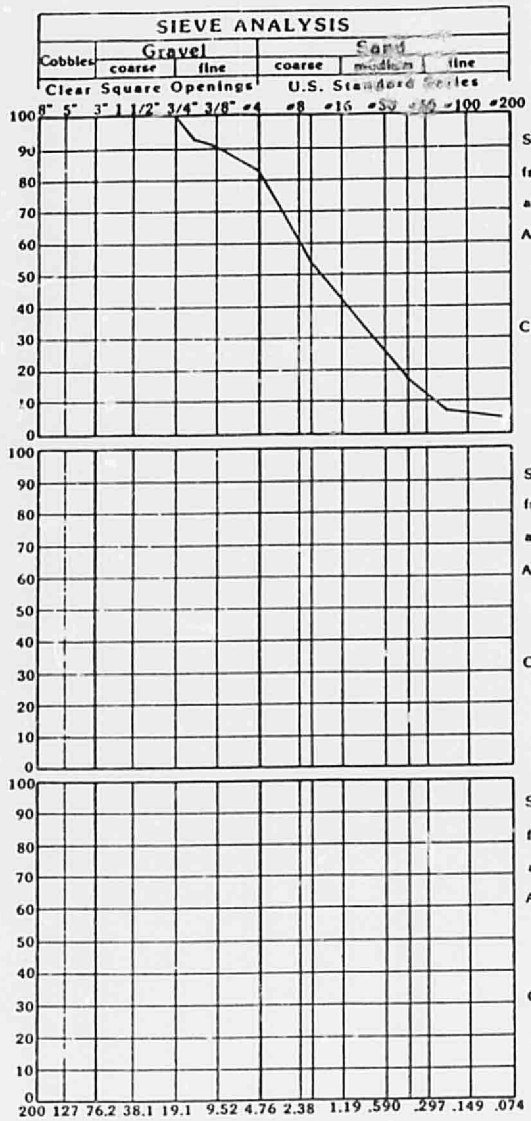
Sample of silty SAND
from test hole 16
at depth 6 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

Sample of silty SAND
from test hole 17
at depth 14 feet.
Atterberg Limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SM

MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

Job No:	0120250
Date:	1/27/87
Figure	15



Sample of SAND
from test hole 18
at depth 4 feet.
Atterberg limits:
Liquid Limits -
Plasticity Index -
Classification: Unified SP

Sample of
from test hole
at depth feet.
Atterberg Limits:
Liquid Limits
Plasticity Index
Classification: Unified

Sample of
from test hole
at depth feet.
Atterberg Limits:
Liquid Limits
Plasticity Index
Classification: Unified

MECHANICAL ANALYSIS CHART

FOX Consulting Engineers and Geologists

Job No: 0120250
Date: 1/27/87
Figure 16

SUMMARY OF LABORATORY TEST DATA

Test Hole No.	Depth of Sample (ft)	Natural Dry Density (pcf)	Natural Moisture Content (%)	Sieve Analysis % Passing 3/4"	1/2"	3/8"	No.4	No.10	No.40	No.80	No.200	Soil Description
*TP-1	1	113.1	5.30	-	-	-	-	-	-	-	-	
*TP-1	4	116.2	12.84	-	-	-	-	-	-	-	-	
*TP-1	8	114.3	2.47	-	-	-	-	-	-	-	-	
*TP-1	14	109.9	10.17	-	-	-	-	-	-	-	-	
*TP-1	19	115.1	6.03	-	-	-	-	-	-	-	-	
*TP-1	24	115.4	6.97	-	-	-	-	-	-	-	-	
*TP-2	2	110.8	2.66	-	-	-	-	-	-	-	-	
*TP-2	6	110.0	2.56	-	-	-	-	-	-	-	-	
*TP-2	14	103.1	3.12	-	-	-	-	-	-	-	-	
*TP-2	24	116.0	8.62	-	-	-	-	-	-	-	-	
*TP-2	34	110.3	10.55	-	-	-	-	-	-	-	-	
*TP-3	1	120.5	7.14	-	-	-	-	-	-	-	-	
*TP-3	4	128.0	5.60	-	-	-	-	-	-	-	-	
*TP-3	8	120.1	6.60	-	-	-	-	-	-	-	-	
*TP-3	14	121.3	2.16	-	-	-	-	-	-	-	-	
*TP-3	19	118.4	6.46	-	-	-	-	-	-	-	-	
*TP-3	24	134.7	7.33	-	-	-	-	-	-	-	-	

* These Test Holes originally drilled on October 14, 1986.

Job No: 0120250
Date: 1/27/87
Table: 1

SUMMARY OF LABORATORY TEST DATA

Test Hole No.	Depth of Sample (ft)	Natural Dry Density (pcf)	Natural Moisture Content (%)	Sieve Analysis % Passing 3/4"	1/2"	3/8"	No. 4	No. 10	No. 40	No. 80	No. 200	Soil Description
TP-4	4	111.0	10.2	-	-	-	100	89	36	33	20	silty SAND
TP-5	9	119.1	12.3	-	-	100	95	84	66	60	37	silty SAND
TP-5	14	115.8	10.2	-	-	100	98	90	72	64	28	silty SAND
TP-5	34	126.9	5.9	-	-	100	99	66	33	25	14	slightly silty SAND
TP-6	1	112.0	6.7	-	-	100	92	66	34	25	16	silty SAND
TP-7	6	96.3	5.3	-	-	100	93	63	26	15	3	slightly silty SAND
TP-7	14	119.3	4.2	-	100	98	95	79	38	24	12	slightly silty SAND
TP-8	8	-	2.4	100	95	90	75	45	16	13	7	slightly silty SAND
TP-8	14	104.0	7.1	-	100	97	91	77	60	54	30	silty SAND
TP-9	6	92.2	1.9	-	-	100	99	82	27	18	5	slightly silty SAND
TP-10	1	111.9	11.1	-	-	100	96	86	63	46	21	silty SAND
TP-10	4	114.1	3.3	-	-	-	-	-	-	-	-	
TP-11	6	103.7	4.6	-	100	98	93	74	40	27	10	slightly silty SAND
TP-11	9	111.8	3.6	-	-	-	-	-	-	-	-	
TP-12	1	118.2	7.3	-	-	100	96	82	40	30	18	silty SAND
TP-12	4	103.5	1.5	-	-	-	-	-	-	-	-	
TP-13	6	109.3	2.3	-	-	100	91	59	13	6	3	SAND
TP-13	14	108.2	12.5	-	-	-	-	-	-	-	-	
TP-13	19	110.1	6.3	-	-	-	-	-	-	-	-	
TP-14	4	126.1	5.8	-	-	100	88	61	34	25	15	silty SAND
TP-14	8	115.5	5.1	-	-	-	-	-	-	-	-	
TP-14	14	96.0	12.1	-	-	-	-	-	-	-	-	

Job No: 0120250
Date: 1/27/87
Table: 1 Cont.

SUMMARY OF LABORATORY TEST DATA

Test Hole No.	Depth of Sample (ft)	Natural Dry Density (pcf)	Natural Moisture Content (%)	Sieve Analysis % Passing 3/4"	1/2"	3/8"	No.4	No.10	No.40	No.80	No.200	Soil Description
TP-15	2	122.6	5.8	-	-	-	-	-	-	-	-	
TP-15	14	117.1	5.0	100	89	89	85	68	33	24	10	slightly silty SAND (SP-
TP-16	2	121.9	6.2	-	-	-	-	-	-	-	-	
TP-16	6	110.5	8.1	-	-	100	97	81	51	43	27	silty SAND (SM)
TP-17	8	109.7	2.9	-	-	-	-	-	-	-	-	
TP-17	14	112.0	11.0	-	-	100	98	85	53	49	38	silty SAND (SM)
TP-18	4	113.8	3.3	100	92	91	82	54	18	10	4	SAND (SP)

Job No: 0120250
Date: 1/27/87
Table: 1 Cont.

APPENDIX

GUIDE SPECIFICATIONS FOR PLACEMENT OF COMPACTED FILL

GENERAL

The Soils Engineer shall be the Owner's representative to control the fill operations. The Soils Engineer shall approve the material, the method of placing and compaction, and shall give written approval of the complete fill after having taken sufficient tests to evaluate compliance with the specification.

Fill Material Under Foundation and Within Three Feet of Slabs

The fill materials shall be gravel, sand, silty, or clay mixtures which have a plasticity index not greater than six (6) and a liquid limit not greater than twenty-five (25). Material larger than six (6) inches shall not be placed in the fill, and material larger than four (4) inches shall not be placed within one (1) foot of the bearing surfaces of slabs or foundations. Materials shall be approved by the Soils Engineer.

Preparation of Overexcavated Surfaces

The overexcavated surface under the areas to be filled shall

be scarified to a minimum depth of eight (8) inches, moisture conditioned to optimum moisture content (±2%), and compacted to a minimum of 95% of maximum density as determined by ASTM D-1557 with a minimum of twenty (20) passes of a heavy vibratory roller.

Preparation of Natural Ground for Foundation and Slab Support

Prior to the placement of foundations, floor slabs or fill, the ground shall be scarified to a minimum depth of eight (8) inches, moisture conditioned to optimum moisture content (±2%), and compacted to a minimum of 95% of maximum density as determined by ASTM D-1557 with a minimum of twenty (20) passes of a heavy vibratory roller. Vegetation, topsoil, trash and uncontrolled man-made fill shall be removed before beginning preparation of natural ground.

PLACING FILL

No brush, sod, frozen material, or other perishable or unsuitable material shall be placed in the fill. Distribution of material shall be such as to avoid lenses differing substantially from the surrounding material. The material shall be delivered to the fill in such a manner as to result in a well and uniformly compacted fill.

Before compacting, the fill material shall be spread in

approximately horizontal layers not greater than eight (8) inches thick.

MOISTURE CONTROL

The material, while being compacted, shall contain the optimum moisture for compaction distributed uniformly throughout the layers. The Contractor shall be required to add moisture to the material in the excavation if, in the opinion of the Soils Engineer, it is not possible to obtain proper and uniform moisture by adding water on the fill surface.

COMPACTION

When the moisture content and condition of each individual layer is satisfactory, it shall be compacted by methods approved by the Soil Engineer. A Proctor test should be performed on each typical fill material and frequent density tests of the fill shall be taken.

When compacting cohesionless free-draining materials such as sands and gravels, the material shall be deposited in layers and compacted by treads of a crawler-type tractor, surface or internal vibrators, smooth or pneumatic rollers, hand or power tampers or by any other means approved by the Soils Engineer. The thickness of the horizontal layers after compaction shall not

exceed 6 inches compacted thickness if compaction is performed by tractor treads, surface vibrators or similar equipment, or not more than the penetrating length of the vibrator head if compaction is performed by internal vibrators.

Should the use of vibratory compaction techniques pose a threat to the structural integrity of surrounding structures, a heavy static roller may be used.

DENSITY REQUIREMENTS

Fill placed for foundation and slab support shall be compacted to a minimum of 95% of maximum density as determined by ASTM D-1557.

Fill placed for general site grading shall be compacted to a minimum of 90% of maximum density as determined by ASTM D-1557 with the exception of the upper six (6) inches of street subgrade which shall be compacted to 95% of maximum density.

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

April 2, 1987

Kerry L. Davis
Bohannan-Huston, Inc.
7500 Jefferson Street, NE
Albuquerque, New Mexico 87109

RE: REVISED GRADING & DRAINAGE PLAN SUBMITTAL OF CYPRESS POINT @ TANOAN SUBDIVISION, RECEIVED MARCH 18, 1987 FOR GRADING PERMIT APPROVAL (E-20/22A)

Dear Kerry:

The above referenced submittal; Sheet 4 of 12 and 4A of 12, dated March 16, 1987, is approved for Grading Permit. The contractor may proceed with the grading of the site in accordance with these approved plans. This Grading Permit approval does not approve street grades or other appurtenance construction, since those approvals are made with the issuance of a Work Order.

If you have any questions, call me at 768-2650.

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

cc: Andre Houle, DRC
Lynn Johnson, Centex Homes

RAG/bsj

TO
. ROGER GREEN
. City Hydrology
.

FROM
3/2/87
LYNN JOHNSON
CENTEX

SUBJECT CYPRESS POINT GRADING PLAN

DATE / /

MESSAGE

Please find enclosed the soils report prepared by FOX & Assoc. and the map showing the specific area requiring restabilization.

Please note that we will be using a static roller for compaction in the area near the existing wall and homes in Wimbledon West.

Thank you in advance for your assistance and cooperation. We are requesting approval as soon as possible.

SIGNED Lynn M. Johnson

cc: Kerry Sparks

REDIFORM 4S 468
POLY PAK (50 SETS) 4P468

☐ NO REPLY NECESSARY

☒ REPLY REQUESTED - USE REVERSE SIDE

carbonless

ENGINEERS ARCHITECTS PHOTOGRAMMETRISTS

BOHANNAN-HUSTON INC.

COURTYARD I, 7500 JEFFERSON STREET N.E. ALBUQUERQUE, NEW MEXICO 87109 (505) 823-1000
UNIVERSITY PLAZA, SUITE 104, 330 GARFIELD SANTA FE, NEW MEXICO 87501 (505) 988-7671
6713 VISCOUNT BLVD EL PASO, TEXAS 79925 (915) 778-4491

March 18, 1987

RECEIVED
MAR 18 1987
HYDROLOGY SECTION

Roger Green, Hydrologist
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Re: Amended Drainage Plan for Cypress Point Subdivision

Dear Roger:

Submitted herewith, for your approval, is a copy of the referenced plan. The plan has been revised to include a note specifying that no roof drainage shall be directed to the rear yards of any building. In addition, the drainage patterns and spot elevations on Lot 16 have been revised to provide better positive drainage away from the rear yard area.

This note was added as a result of concern expressed by the adjoining property owners regarding rear yard discharge and its impact upon the property to the north.

Also attached is an exhibit showing the grading of the Wimbledon West Subdivision in relation to the grading of Cypress Point. Please note that all of the pad elevations within Cypress Point have been established at or below those of the adjacent homes. In addition, the slopes of the drainage swales proposed for the side yards within Cypress Point average approximately 2%, which is roughly twice as steep as the side yard swales constructed within Wimbledon West. We are, therefore, confident that any excess runoff from the rear yards within Cypress Point will not tend to pond on the site. Rather, the side yard swales will be more than adequate to remove rear yard discharge from the site.

In light of these items, we feel that the design of the grading and drainage plan for Cypress Point was performed prudently and thoroughly with due consideration to rear yard and roof runoff, and we further suggest that the concerns of the adjacent homeowners are not justified.

If you have any questions or comments, please do not hesitate to call me.

Sincerely,

Kerry L. Davis, P.E.
Project Manager

Enclosure

cc: Lynn Johnson
Richard Dineen
Jack Cloud

KLD/da
Job No. 64347

PRINCIPALS
LARRY W. HUSTON
MICHAL M. EMERY, P.E.
DANA C. WOOD, P.E.
ANDRES ARAGON VIAMONTE
DARRELL L. WADE, P.E.
JAMES V. DOMENICK, P.E.
BRIAN G. BURNETT, P.E.

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Cypress Point @ Tanoan ZONE ATLAS/DRNG. FILE #: E20/D22A

LEGAL DESCRIPTION:

CITY ADDRESS:

ENGINEERING FIRM: Bohannan-Huston Inc. CONTACT: Kerry Davis

ADDRESS: 7500 Jefferson NE PHONE: 823-1000

OWNER: Centex Homes Inc. CONTACT: Lynn Johnson

ADDRESS: 5345 Wyoming Blvd NE PHONE: 822-1011

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: CONTACT:

ADDRESS: PHONE:

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED MAR 18 1987 HYDROLOGY SECTION

PRE-DESIGN MEETING:

✓ YES

___ NO

✓ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO.

EPC NO.

PROJ. NO. 3159

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

✓ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

✓ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

✓ OTHER Amendment (SPECIFY)

DATE SUBMITTED: 3/18/87

BY:

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

February 17, 1987

Kerry L. Davis
Bohannan-Huston, Inc.
7500 Jefferson Street, NE
Albuquerque, New Mexico 87109

RE: REVISED GRADING & DRAINAGE PLAN SUMITTAL OF CYPRESS POINT @ TANDAN SUBDIVISION, RECEIVED FEBRUARY 17, 1987 FOR GRADING PERMIT APPROVAL (E-20/D224)

Dear Kerry:

The above referenced submittal dated February 11, 1987, is approved for Grading Permit. The contractor may proceed with the grading of the site in accordance with this approved plan. This Grading Permit approval does not approve street grades or other appurtenance construction, since these approvals are made with the issuance of a Work Order.

If you have any questions, call me at 768-2650.

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

cc: Andre Houle, DRC
Lynn Johnson, Centex Homes

RAG/bsj

BOHANNAN-HUSTON INC.

Courtyard I 7500 Jefferson Street, N.E. Albuquerque, NM 87109
(505) 823-1000

Transmittal

To: City Hydrology
4th Floor

- ☐ Parcel post
- ☑ Messenger
- ☐ First Class
- ☐ UPS
- ☐ Express Mail
- ☐ Air Freight
- ☐ Bus
- ☐ _____

Attention: Roger Green

Date: 2/17/87

Our job number: 64345

Your job number: 3159

Job: Cypress Point @ Tanoan

We are enclosing:	For:
~~1 mylar~~	Approval for
1 Blue Line of Grading Plan	Rough Grading

Comments:

We've added the notes to our drawing as per your request. If you have any further questions or comments please feel free to contact us. Thank You

RECEIVED
FEB 17 1987
HYDROLOGY SECTION

By: Albert M. Thomas

thank you

Rec'd by: R Green

Date:

☐ Please Return Signed Yellow Copy

3/86

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CYPRESS POINT AT TANDAN ZONE ATLAS/DRNG. FILE #: E-20/D22A

LEGAL DESCRIPTION: _____

CITY ADDRESS: _____

ENGINEERING FIRM: BOHANNAN-HUSTON INC. CONTACT: KERRY DAVIS

ADDRESS: 7500 JEFFERSON NE. PHONE: 823-1000

OWNER: CENTEX HOMES CONTACT: LYNN JOHNSON

ADDRESS: 5345 WYOMING NE PHONE: 822-1011

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

✓ YES

___ NO

✓ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED FEB 11 1987 HYDROLOGY SECTION

DRB NO. 86-843

EPC NO. _____

PROJ. NO. 3159

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

___ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

✓ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

RECEIVED FEB 17 1987 HYDROLOGY SECTION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

✓ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: FEBRUARY 11, 1987

BY: _____

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

February 3, 1987

Kerry L. Davis
Bohannan-Huston, Inc.
7500 Jefferson Street, NE
Albuquerque, New Mexico 87109

RE: DRAINAGE & GRADING PLAN SUBMITTAL OF CYPRESS POINT AT TANOAN SUBDIVISION, RECEIVED JANUARY 19, 1987 FOR PRELIMINARY PLAT APPROVAL (E-20/D22A)

Dear Kerry:

The above referenced submittal, dated January 19, 1987 is approved for Preliminary Plat and submittal of construction drawings to DRC.

Prior to Final Plat sign-off by the City Engineer, the following items are required:

1. An executed Subdivision Improvements Agreement.

2. Check status of any outstanding S.A.D. obligation of this property.

If you have any questions, call me at 768-2650.

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

cc: Andre Houle, DRC
Lynn Johnson, Centex Homes

RAG/bsj

BOHANNAN-HUSTON INC.

COURTYARD I, 7500 JEFFERSON STREET, N.E. ALBUQUERQUE, NEW MEXICO 87109 (505) 823-1000
UNIVERSITY PLAZA, SUITE 104, 330 GARFIELD SANTA FE, NEW MEXICO 87501 (505) 988-7671
6713 VISCOUNT BLVD EL PASO, TEXAS 79925 (915) 778-4491

ENGINEERS ARCHITECTS PHOTOGRAMMETRIS

January 19, 1987

Roger Green, Hydrologist
Utility Department
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RECEIVED
JAN 19 1987
HYDROLOGY SECTION

Re: Drainage Submittal for Cypress Point at Tanoan Subdivision

Dear Roger:

Submitted herewith, for preliminary plat approval, is the drainage and preliminary grading plan for the referenced subdivision.

As discussed in the pre-design conference held January 9, 1987, we have designed the site grading in order to match the discharge rates proposed by the previous drainage plan for Torrey Pines Subdivision Unit II. A copy of the conference recap is also attached.

Please do not hesitate to call if you have any questions or comments. The preliminary plat hearing for the project is February 3; therefore, time is of the essence. Thank you for your attention and assistance.

Sincerely,

Kerry L. Davis
Project Manager

Enclosures

cc: Lynn Johnson

KLD/da
Job No. 64342

PRINCIPALS
LARRY W. HUSTON
MICHIAL M. EMERY, P.E.
DANA C. WOOD, P.E.
ANDRES ARAGON-VIAMONTE
DARRELL L. WADE, P.E.
JAMES V. DOMENICK, P.E.
BRIAN G. BURNETT, P.E.

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CYPRESS PT. @ TANOAN ZONE ATLAS/DRNG. FILE #: E-20 / D22 A

LEGAL DESCRIPTION: TRACT 151, TORREY PINES AT TANOAN

CITY ADDRESS: EAST OF VENTURA, SOUTH OF HARPER

ENGINEERING FIRM: BOHANNAN-HUSTON, INC. CONTACT: KERRY DAVIS

ADDRESS: 7500 JEFFERSON PHONE: 823-1000

OWNER: CENTEX HOMES CORP. CONTACT: LYNN JOHNSON

ADDRESS: 5345 WYOMING NE PHONE: 822-1011

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: CONTACT:

ADDRESS: PHONE:

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED JAN 19 1987 HYDROLOGY SECTION

PRE-DESIGN MEETING:

✓ YES

___ NO

✓ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 86-843 12/23/86

EPC NO.

PROJ. NO.

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

✓ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

✓ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

✓ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 1/19/87

BY: Kerry Davis

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

E-20/D22

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: E-20 DATE: 1-7-87

PLANNING DIVISION NOS: EPC: _____ DRB: _____

SUBJECT: Subdivision - Cherry Pines

STREET ADDRESS (IF KNOWN): Tower Drive

SUBDIVISION NAME: EXISTING Cherry Pines, PROPOSED CYPRESS POINT

APPROVAL REQUESTED:

X PRELIMINARY PLAT
___ SITE DEVELOPMENT PLAN
___ OTHER

X FINAL PLAT
___ BUILDING PERMIT
___ ROUGH GRADING

	WHO	REPRESENTING
ATTENDANCE:	Kerry Davis	Behrman-Horton
	ALBERT THOMAS	" "
	ROGER GREEN	CITY HYDROLOGY

FINDINGS:

(1) Complete revision of existing File E-20/D22, therefore a New Drainage and Grading Plan is required to clarify any changes in previously approved infrastructure listing.

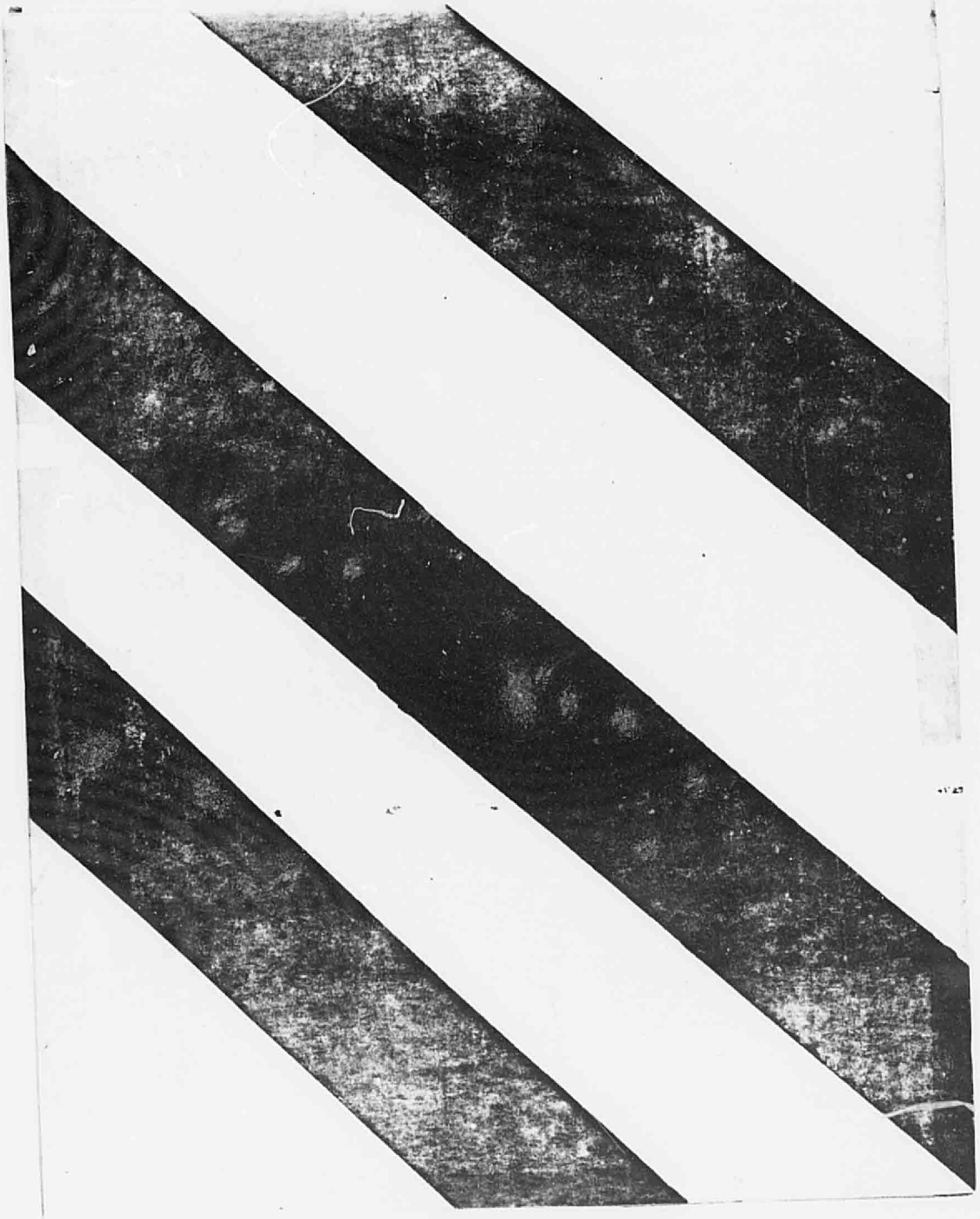
(2) A Final Detailed Grading Plan is required before approval of Construction Drawings at DRC. A separate submittal of this Plan must be made to Hydrology Section for review and approval.

(3) If Discharge points and rates are the same as previously approved report then no further information than drainage check analysis is required for downstream capacity.

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED: [signature] SIGNED: [signature]

TITLE: Civil Engineer TITLE: Project Clerk

DATE: 1-7-87 DATE: 1/7/87

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL