HYDROLOGY E22/D3a THREE

E 22/D3A

3 PLANS

K

FIGURE 11 AGREEMENT FORM (Procedure "B") 8185

86 44469

UC 342

AGREEMENT TO CONSTRUCT

SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 19th day of May, 19 86, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Inman Homes, Inc. (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 Tract B Peppertree Subdivision (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Peppertree Place describing 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

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 all

required 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 first day of April, 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 if 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. 344

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. Prior to final acceptance of the completed 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.

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. 345

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) combined single limit 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 addtional 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 notict to the City, attention City Engineer. The Developer shall furnish the City 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. The City shall issue a Certificate of Completion and Acceptance for the 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. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" 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 confict 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

Inman Homes, Inc.

Christopher C. Inman, President

ATTEST:

City Clerk/DEPUTY 5/19/86

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks, Jr., Principal Engineer, Design Division, Public Works Department

Chief Administrative Officer

Figure 11 - Page 6

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 10th day of April, 1986, by Christopher C. Inman of

Notary Public

My Commission Expires:

2-21-90

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

The foregoing instrument was acknowledged before me this 15th day of April, 1986, by James H. Hicks, Principal Engineer of the City of Albuquerque.

Notary Public

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 2/24/89

My Commission Expires:

2/24/89

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

The foregoing instrument was acknowledged before me this 19th day of May, 1986, by Gene Rora, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

3-17-90

Figure 11 - Page 7

Rev. 8/85 (ID2602E)

FIGURE 11
EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN Inman Homes, Inc. (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 19th DAY OF May, 1986.

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. 2693.

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:

Preparation of approved final construction plans and quantity estimates

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 Sundance Mechanical and Utility Contractors 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. 2693), 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 Engineers 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 first 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:

Figure 11 - Page A-3

Type of Fee	Amount
Engineering Fee	6% of Actual Const. Cost for public improvements.
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.

Figure 11 - Page A-4

FIGURE 11
EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Inman Homes, Inc. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 6th DAY OF May, 1986.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by City of Albuquerque, a New Mexico Registered Professional Engineer, 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 Walker Surveying Co. 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 Western Technologies, 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.

FIGURE 11
EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Inman Homes, Inc. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 19th DAY OF May, 1986.

1. PLAT APPROVAL STATUS (circle one)

The Developer has/has not 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):

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City prior to the City's approval and filing of the Final Subdivision Plat; 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.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
1986 MAY 19 PM 2:59
Mu 353A PG 342-357
DOLORES C. WALLER
CO. CLERK & RECORDER
DEPUTY

FILED WITH CITY CLERK'S OFFICE
5/22/86

New Mexico Federal
Savings & Loan Association

A MEMBER OF THE 1ST NATIONWIDE NETWORK

April 10, 1986

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

RE: Escrow Letter for Peppertree Place, Inman Homes, Inc.

Dear Mr. Romo:

This is to advise the City of Albuquerque that New Mexico Federal Savings and Loan Association holds in Escrow in our loan reserves the sum of One Hundred Six Thousand Six Hundred Dollars for the exclusive purpose of providing the financial guarantees required by Inman Homes, Inc. for the installation of those improvements in Peppertree Place (Project No. 2693) identified in the Agreement between the City of Albuquerque and Inman Homes, Inc., a copy of which is attached hereto as Exhibit "A", and is recorded in Book Misc. 353-A, at pages 342 to 357, of the records of the County of Bernalillo, State of New Mexico ("Agreement").

The funds from this Escrow of loan reserves will be released to the City of Albuquerque for the specific purpose of paying for the installation of the improvements referenced in the Agreement, and will only be released upon the written approval by William F. McNamara, Assistant City Engineer/Field, or such other City representative as shall be designated by the City Engineer. If, by the date, April 1, 1987, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates, April 1, 1986 and May 31, 1987 of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Inman Homes, Inc. has failed to comply with the terms of the improvements specified in the Agreement, then New Mexico Federal Savings and Loan Association shall draw by Certified Check to the City of Albuquerque, from the Escrow of loan reserves, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement.

This Escrow of loan reserves for the benefit of the City of Albuquerque shall be irrevocable until:

1. The sixtieth (60th) day following final City acceptance of the completed improvements specified in the Agreement; or

2. City notification of failure of Inman Homes, Inc. to comply with the terms of the Agreement, and payment by Certified Check from New Mexico Federal Savings and Loan Association to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement; or

2. Written cancellation of this Escrow Letter by the City of Albuquerque, signed by its Chief Administrative Officer.

Very truly yours,

NEW MEXICO FEDERAL SAVINGS AND LOAN ASSOCIATION

John T. Duff
Executive Vice President

dc

APPROVED AS TO FORM:

Assistant City Attorney

5/9
City Attorney

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 21, 1985

Mr. James Topmiller
Bohannan-Huston, Inc.
4125 Carlisle NE
Albuquerque, NM 87107

REF: REVISED DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED OCTOBER 17, 1985

Dear Mr. Topmiller:

The above referenced plan dated October 17, 1985 is approved by Hydrology.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya, PE
City/County Flood Plain Admin

CAM:mrk

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

663

MAYOR
KEN SCHULTZ

CHIEF ADMINISTRATIVE OFFICER
GENE ROMO

DEPUTY CAO PUBLIC SERVICES
FRANK MARTINEZ

DEPUTY CAO PLANNING/DEVELOPMENT
BILL MUELLER

April 23, 1986

City Approvals

Inman Homes, Inc.
7801 Academy Rd., NW
Albuquerque, NM 87109

REF: SV-86-19
DRB-85-445
(NE)

Inman Homes, requests a Sidewalk Variance of Tract B in the Peppertree Subdivision, zoned RD (City) and located East of Lowell between Tamarac Trail and Spain Road N.E., containing 00003.8000 acres. (E-22)

At the April 22, 1986 Development Review Board meeting, the sidewalk construction deferral is acceptable provided:

1. That all internal sidewalks be constructed at the earlier of two following times:

   a. Upon completion of a building structure on each lot;

   b. Two years after Final Plat approval unless an extension thereof is granted by the DRB.

2. Financial guarantees are required for all sidewalks.

3. Construction of sidewalks along Spain Road may not be deferred.

If you have any question, please do not hesitate to contact this office.

Richard Dineen

Richard Dineen, Chairman
Development Review Board

cc: Traffic Engineering
City Engineering
Transportation
File

Prepared by:
James Topmiller 6-23-86
Bohannan-Huston, Inc. Date

Project No. 2693
Sheet No. ___ of
Date Prepared 6/23/86

ESTIMATE SHEET
INFRASTRUCTURE IMPROVEMENTS

[x] Quantities and Cost Estimate
Date Prepared: 6/23/86

[] Approval
Date Requested:

[] Work Order
Date Issued:

[] Final Acceptance
Date Accepted:

1. **APPLICANT INFORMATION:**

a. **Developer:** Inman Homes
Mailing Address: 7801 Academy N.E., 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:** James Topmiller
Mailing Address: 7500 Jefferson N.E., Albuquerque, NM 87109
Phone: 823-1000

2. **TITLE AND GENERAL SCOPE OF PROJECT:** Sidewalk along Tamarac Trail and Peppertree Place

3. **NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:** Tract B, Peppertree Subdivision

4. Developer to Pay = 100% — Policy

5. City to Pay = (Procedure C) — Policy

6. City to Pay = — Project/Activity No.

7. SPECIFIC LOCATION:	From	To	8. W	SAS	P	SD	M
Tamarac Trail adjacent to site (± 265 LF)					x		
Peppertree Place 910 LF around interior right-of-way					x		

9. Item #	10. Short Description	11. Est. Quantity	12. Contract Unit Price	13. Est. Amount	14. As-Built Quantity	15. As-Built Amount
P-42	4" PCC SDWK (PEPPERTREE PLACE)	3640 SF	1.43/SF	5,205.00		
P-42	4" PCC SDWK (TAMARAC TRAIL)	1060 SF	1.43/SF	1,516.00		
16.	Subtotal			6,721.00		
	Contingencies 10%					
	Engineering %					
	Testing Fee 2%					
	Total Construction Cost					

6721 x 1.25 = 8401.25
APPROVED FOR FINANCIAL GUARANTEE
[illegible] 7/11/86

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

FILED WITH CITY CLERK'S OFFICE

8/20/86

New Mexico Federal
Savings & Loan Association

A MEMBER OF THE 1ST NATIONWIDE NETWORK

July 9, 1986

RECEIVED
AUG 21 1986
HYDROLOGY SECTION

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

RE: Escrow Letter for Peppertree Place, Inman Homes, Inc.
Sidewalk Variance Agreement

Dear Mr. Romo:

This is to advise the City of Albuquerque that New Mexico Federal Savings and Loan Association holds in Escrow in our loan reserves the sum of Eight Thousand Four Hundred Two Dollars for the exclusive purpose of providing the financial guarantees required by Inman Homes, Inc. for the installation of sidewalks on Peppertree Place and south side of Tamarac Trail in Peppertree Place (Project No. 2693) identified in the Agreement between the City of Albuquerque and Inman Homes, Inc., a copy of which is attached hereto as Exhibit "A", and is recorded in Book Misc. 381-A, at pages 657 to 664, of the records of the County of Bernalillo, State of New Mexico ("Agreement").

The funds from this Escrow of loan reserves will be released to the City of Albuquerque for the specific purpose of paying for the installation of the improvements referenced in the Agreement, and will only be released upon the written approval by William F. McNamara, Assistant City Engineer/Field, or such other City representative as shall be designated by the City Engineer. If, by the date, June 30, 1988, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates, June 1, 1988 and August 31, 1988 of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Inman Homes, Inc. has failed to comply with the terms of the improvements specified in the Agreement, then New Mexico Federal Savings and Loan Association shall draw by Certified Check to the City of Albuquerque, from the Escrow of loan reserves, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement.

Mr. Gene Romo
July 9, 1986
Page Two

This Escrow of loan reserves for the benefit of the City of Albuquerque shall be irrevocable until:

1. The sixtieth (60th) day following final City acceptance of the completed improvements specified in the Agreement; or

2. City notification of failure of Inman Homes, Inc. to comply with the terms of the Agreement, and payment by Certified Check from New Mexico Federal Savings and Loan Association to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement; or

3. Written cancellation of this Escrow Letter by the City of Albuquerque, signed by its Chief Administrative Officer.

Very truly yours,

NEW MEXICO FEDERAL SAVINGS AND LOAN ASSOCIATION

John T. Duff
Executive Vice President

dc

APPROVED AS TO FORM:

Assistant City Attorney

City Attorney

E22/D3A #2693

86 73919

RECEIVED AUG 21 1986 HYDROLOGY SECTION

SIDEWALK VARIANCE AGREEMENT

THIS AGREEMENT made this 7th day of August by and between the City of Albuquerque, New Mexico (hereinafter referred to as (City") and INMAN HOMES, INC. (hereinafter referred to as "Developer"), pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983) and Section 16 of the City's Sidewalk Ordinance (Enactment No. 39-1981, Approved May 20, 1981).

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

WHEREAS, the Developer has submitted and the City has approved a FINAL plat identified as PEPPERTREE PLACE; and

WHEREAS, the timetable for constructing the sidewalks within the subdivision is not finalized at this time and the Developer has requested a "SIDEWALK VARIANCE" to defer construction of said sidewalks; and

WHEREAS, the City requires the execution of an Agreement and acceptable guarantees for the construction of said public improvements as specified below, as a prerequisite of the approval of the "SIDEWALK VARIANCE".

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

1. The Developer agrees to complete the required sidewalk improvements on or before JUNE 30, 1988; such period for completion may be extended by the City Engineer to a date not to exceed that specified in the Development Review Board (DRB) findings for the above referenced "SIDEWALK VARIANCE", a copy of which is attached hereto as Exhibit "A". Any such extension will require justification and extended financial guarantee as outlined in Exhibit "B".

Rev. 10/85
(3904E)

2. After execution of this Agreement, and delivery of the financial guarantee specified in Exhibits "B" & "C" attached hereto, the Developer shall receive approval for the "SIDEWALK VARIANCE".

3. Said financial guarantee shall run for a period of sixty (60) days beyond the completion date noted in item 1 and as specified in Exhibits "B" & "C" attached hereto.

4. 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.

5. 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 Sidewalk Variance 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.

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

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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1996 AUG -8 PM 3:42

Rec 28.00 657-664

DOLORES C. WALLER
CLERK AND RECORDER

DEPUTY

Rev. 10/85

DEVELOPER

Christopher C. Inman

Christopher C. Inman, President
Inman Homes, Inc.

ATTEST:

N/A

City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks Jr. Principal Engineer
Design Division Engineering Group/PWD

Gene Romo
Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this 19th day of July, 19 86, by Christopher Inman of Inman Homes, Inc.

Notary Public

My commission expires:

June 12, 1989

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

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____, by C. Dwayne Sheppard, City Engineer of City of Albuquerque.

Notary Public

My commission expires:

_____

Rev. 10/85

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

The foregoing instrument was acknowledged before me this 17th day of August, 19 86, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Lucille Phillips
Notary Public

My commission expires:

3-17-90

Rev. 10/85

EXHIBIT "B"
TO SIDEWALK VARIANCE AGREEMENT
EXECUTED BY AND BETWEEN INMAN HOMES, INC. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 7th DAY OF August, 19 86.

1. FINANCIAL GUARANTEE

A financial guarantee in an amount of not less than 125 percent of the costs for sidewalk improvements within the subdivision as detailed in Exhibit "C" (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 Sidewalk Variance Agreement to which this Exhibit "B" is attached.

With respect to the Sidewalk Variance 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, name of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

Escrow Letter Project #2693 New Mexico Federal Savings and Loan,
July 1, 1986 to August 31, 1988 for $8,402.00.

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 Sidewalk Variance Agreement between the 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 (see Exhibit "C").

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.

2. PROCEDURES FOR EXTENSION

The Developer may request that the period of construction and financial guarantee be extended for an additional period of time mutually agreed upon by both the City Engineer and the Developer (time of construction may not exceed term of Sidewalk Variance without the additional consent of the Development Review Board). The amount and form (letter of credit, escrow deposit or other acceptable pledge of liquid assets payable to the City) of the said financial guarantee shall also be mutually agreed upon by both the City and the Developer but shall not exceed 125% of the estimated construction cost at the time of consideration.

E 22/D3A

RECEIVED
OCT 10 1985
HYDROLOGY SECTION

D.R.B. Case No. DRB 85-445/S 85-19
D.R.C. Project No.
Date Submitted 10/1/85

EXHIBIT "D"
to Subdivision Improvements Agreement

D.R.B. REQUIRED INFRASTRUCTURE LISTING
for
PEPPERTREE PLACE SUBDIVISION

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

Size	Type Improvement	Location
PUBLIC		
6' wide	sidewalk	Spain Road
32' wide	residential street section w/roll-down C&G	Peppertree Place, from Tamarac Trail to the south, approx. 120'
86' wide	residential street section w/rolldown C&G, 34' landscaped median w/median C&G	Peppertree Place, approx. 264 LF
4' wide	4" PCC sidewalk	Peppertree Place, both sides, along right-of-way lines
2 ea.	wheel chair ramps	curb returns @ Tamarac Trail
8" pipe	sanitary sewer line w/5' manholes and 22 CI services	Peppertree Place, from Tamarac Trail south approx. 502 LF
6" pipe	water distribution line w/1 fire hydrant, 22 water services	Peppertree Place, from Tramarac Trail south approx. 500 LF
24" pipe	storm sewer w/1 catch basin, ±75 LF-18" RCP, 1-expansion box outlet, ±150 LF 5' conc. channel, & 1-side walk culvert	10' or 15' easement in the northwest corner of the site, from Peppertree Place to the north property line, approx. 235 LF
PRIVATE		
N/A	Filled block retaining walls	Along or adjacent to all boundaries, as required, approx. 1200 LF

PUBLIC

3 conc. sidewalk culvert Spain Road, Tamarac

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

****

Development Review Board Approvals

Traffic Date 10-8-85 | WRD Date 10-8-85 | Parks & Rec. Date

C.E., AMAFCA 10/8/85

DRB Chairman Date 10-8-85

E22/03A

RECEIVED
JAN 23 1986
DESIGN HYDROLOGY
SECTION

D.R.B. Case No. 85-445
D.R.C. Project No.
Date Submitted 1/14/86

EXHIBIT "D"
to Subdivision Improvements Agreement

REVISED
D.R.B. REQUIRED INFRASTRUCTURE LISTING
for
PEPPERTREE PLACE SUBDIVISION

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

Size	Type Improvement	Location
PUBLIC		
6' wide	Sidewalk	Spain Road
32' wide	residential street section w/roll-down C&G	Peppertree Place, from Tamarac Trail to the south, approx. 120'
86' wide	residential street section w/rolldown C&G, 34' landscaped median w/median C&G	Peppertree Place, approx. 264 LF
4' wide	4" PCC sidewalk	Peppertree Place, both sides, along right-of-way lines
2 ea.	wheel chair ramps	curb returns @ Tamarac Trail
8" pipe	sanitary sewer line w/5' manholes and 22 CI services	Peppertree Place, from Tamarac Trail south approx. 502 LF
6" pipe	water distribution line w/1 fire hydrant, 22 water services	Peppertree Place, from Tramarac Trail south approx. 500 LF
115 lf 5' wide concrete channel	Concrete channel(rectangular) with 2-sidewalk culverts at Tamarac Trail & 2-sidewalk culvert @ Peppertree Place	10' public easement connecting Tamarac Trail and Peppertree

1 ea	Sidewalk culvert	Tamarac Trail
PRIVATE		
N/A	Filled block retaining wall*	Along or adjacent to all boundaries, as required, approx. 130 LF

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

****

Development Review Board Approvals

1-21-86 — Traffic Date

WRD 1/21/86 — Date

Janet Spiers 1-21-86 — Parks & Rec. Date

1-21-86 — C.E., AMAFCA

1.21.86 — DRB Chairman Date

BOHANNAN-HUSTON INC.

Revised DRAINAGE REPORT FOR PEPPERTREE PLACE

November 1985

DRAINAGE PLAN
FOR
PEPPERTREE PLACE

PREPARED FOR:

MR. CHRIS INMAN
INMAN HOMES
8205 SPAIN N.E.
ALBUQUERQUE, NM 87109

PREPARED BY:

BOHANNAN-HUSTON, INC.
4125 CARLISLE BLVD. N.E.
ALBUQUERQUE, NM 87107

November 1985

Job No. 5 155 1

James Topmiller, P.E.
N.M.P.E. No. 9354

TABLE OF CONTENTS

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DEVELOPED CONDITIONS	1
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APPENDIX

PURPOSE

The purpose of this report is to outline a revised drainage management plan for a 3.8 acre townhouse site on Tamarac Trail, east of Lowell Street. Due to substantial earthwork and retaining wall requirements, the original grading plan submitted in July, 1984 then again in October, 1985, has been revised to show 2-3' lower elevations across the site. Impacts to the drainage characteristics of the site are extremely minimal. Of minor significance, a public 5' concrete channel will be utilized in place of the 18" storm sewer. The channel and its easement has been relocated as shown on Plate 1 in the rear pocket of this report. The City Drainage Ordinance and Development Process Manual will be used to establish the plan. The Rational Method for small watersheds has been used to determine runoff rates.

SITE DESCRIPTION AND EXISTING CONDITIONS

The vacant 3.8 acre site will be developed in to a 22 lot townhouse subdivision. A location map is shown on Plate 1. The adjacent tract of land to the west is currently undeveloped. The residential development lying to the east is in a partially developed stage. Both Tamarac Trail to the north and Spain Road to the south are paved streets.

The site slopes westerly at approximately 5%. The property soils are classified as SCS Type "B". Generally, existing runoff on the site occurs in a sheet flow manner. Tamarac Trail and Spain Road retain their runoff flows on the north and south. The developing subdivision lots at the east boundary, after a field inspection, appear to drain mostly to the east towards Papaya Place. The minimal backyard drainage of these lots is effectively blocked by concrete block privacy walls being constructed or already constructed on the property line. The Peppertree Subdivision, Unit 1, rough grading plan, approved June 20, 1984, calls for backyard ponding in these lots.

The undeveloped site will generate approximately 7.1 cfs of runoff as shown in the Appendix. As the Flood Insurance Map indicates, there is no flood plain occurring on or adjacent to the site.

DEVELOPED CONDITIONS

Following is a description of the drainage management plan for the developed site:

The developed site will generate approximately 12.75 cfs of runoff. Approximately 10.2 cfs (80% of the site runoff) will drain toward Tamarac Trail with the remainder flowing to Spain Road. There is no detention ponding on the site. This free discharge approach follows guidelines outlined in the "Tramway/Eubank/Academy Sector Plan Drainage Report" and the Peppertree Subdivision Drainage Management Plan, May 1980, an excerpt of which is included in the Appendix of this report. The nearby storm sewer system to which the site drains is described in greater detail in the next section.

The site will be graded as shown on Plate 1. Retaining walls will be constructed along the east boundary to control the substantial amount of grade drop. Retaining wall sections and elevations will be provided for approval of the final grading plan, if necessary. Following is a breakdown of how the various lots and basins will drain:

Basin A: Each lot will drain into Peppertree Place, which will be a public street built to City standards with approximately 3% cross-slope. Approximately 1.9 cfs is generated in the 100-year storm.

Runoff to Tamarac Trail: Runoff reaching Tamarac Trail will flow west to be collected in an existing storm drain system at the intersection of Lowell Street and Tamarac Trail. The point of collection consists of 4 curb inlets (two on each side of Tamarac) discharging to a 36 inch storm sewer. The storm sewer drains south to Spain Road, then west in Spain Road, and finally connecting to a concrete-lined channel west of Nugget Street. The channel then discharges south from Spain Road to the John Roberts Dam.

Basin B: This basin (2 cfs) will drain to a private, grass-lined drainage easement which runs along the rear of each lot. Runoff will then discharge into a sidewalk culvert of Tamarac Trail.

Basin C: Much of the flow in this basin will be "public" water generated within the street. The runoff will be discharged through a 5' wide channel and sidewalk culvert to Tamarac Trail. The channel is located between Lots 21 and 22 and will carry approximately 6.3 cfs in 100-year storm.

Basin D: This basin generates 2.6 cfs and will drain into a private, grass-lined drainage easement running along the rear of Lots 10-15 as shown on Plate 1. Runoff will discharge into Spain Road through block wall penetrations to tree planters adjacent to property line. Nuisance flows will be collected and retained in the planters. Runoff to Spain Road will be collected in the existing downstream storm drain system in Spain Road. The actual collection of Spain Road flows occurs by a series of storm inlets adjacent to Vista Bonita Avenue.

SUMMARY

In general, runoff of approximately 12.7 cfs from the site will be released in a free discharge manner to either Spain Road or Tamarac Trail in conceptual agreement with previous area drainage management plans. The majority of runoff will drain to Tamarac Trail where the runoff will more quickly enter the storm drain system through inlets at Lowell Street. Onsite public and private easements will be utilized to transfer runoff to the streets. A public concrete channel will discharge runoff from the public right-of-way to Tamarac Trail. Retaining walls will be provided to control the significant grade drop at the east boundary.

DEVELOPED DRAINAGE

Basin	Area (ac.)	Length (Ft.)	Top Elev. (Ft.)	Bottom Elev. (Ft.)	Slope (Ft./Ft.)	Time of Concentration	Soil Group	% Impervious	Runoff Coefficient, C	100 YEAR 6 Hr. Rain Volume (in.)	100 YEAR I/6 Hr. Rain (in./hr.)	100 YEAR Peak Flow Rate Q (cfs)	100 YEAR Runoff Volume (ac. Ft.)	10 YEAR 6 Hr. Rain Volume (in.)	10 YEAR I/6 Hr. Rain (in./hr.)	10 YEAR Peak Flow Rate Q (cfs)	10 YEAR Runoff Volume (ac. Ft.)
A	0.5493	150	101	99	0.01	10	B	56	0.61	2.6	5.5	1.91	0.08	1.71	3.6	1.25	0.05
B	0.6017	320	98	91	0.02	10	B	56	0.61	2.6	5.5	2.02	0.08	1.71	3.6	1.32	0.05
C	1.0483	400	103	95	0.02	10	B	56	0.61	2.6	5.5	6.21	0.25	1.71	3.6	4.10	0.16
D	0.7638	340	103	94	0.03	10	B	56	0.61	2.6	5.5	2.56	0.10	1.71	3.6	1.68	0.07
Ref.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

References:

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

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

7. See Soils Map Plate ____ and Text.

8. By area computation.

9. DPM Plate 22.2 C-1

10,14 DPM Plate 22.2 D-1

11,15 DPM Plate 22.2 D-2

12,16 Rational Formula $Q = CIA$

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

PROJECT NAME Pepperdine Place Sitd. SHEET 1 OF 1

PROJECT NO. 51551 BY TG DATE 11/20/85

SUBJECT Hydrology Calc. CH'D ____ DATE ____

EXISTING SITE RUNOFF

DPM Rational Method

$Q = CIA$

Area = 3.8 acres
C = 0.34 (vacant, 0% impervious)
I = 5.50 (w/ rainfall = 2.4 inches, Tc = 10 min.)

then $Q = 0.34 (5.50) 3.8$
$= \boxed{7.1 \text{ cfs}}$

PROPOSED SITE RUNOFF

C = 0.61 (56% impervious)
I = 5.50 in/hr
A = 3.8 acres

then $Q = 0.61 (5.5) 3.8$
$= \boxed{12.75 \text{ cfs}}$

DRAINAGE TO TAMARAC AS PERCENTAGE OF TOTAL

Basin D drains 3.02 cfs to Spain Rd., remainder to Tamarac

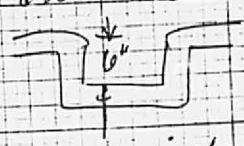
percentage to Tamarac $= \left[\frac{10.2}{12.75} \right] 100 = \boxed{80\%}$

Revised 11/13/85

PROJECT NAME Peppertree Place SHEET 1 OF 2
PROJECT NO. 51551 BY JamesTop DATE 6/20/85
SUBJECT CH'D " DATE "

SIDEWALK CULVERTS

assume culverts have 2% slope,



6" depth

use Manning's equation @ 2%

*$R_h = A/P$

typical culvert width	A	P	R_h*	Q
12"	0.5	2.0	0.25	3.2 cfs
18"	0.75	2.5	0.30	5.4 cfs
24"	1.0	3.0	0.33	7.74 cfs

culvert no. (see plan)	drains basins * ?	flow in cfs	size of culvert required
#1	B	2 cfs	12"
#2	C	6.3 cfs	24"
#3	C	6.3 cfs	24" **

* Basin A drains directly to Tamarac

Revised 11/12/85

** use 2-24" Culverts @ Tamarac Trail to match channel width

PROJECT NAME Peppertree Place SHEET 2 OF 2
PROJECT NO. 51551 BY James T DATE 6/26/85
SUBJECT Drainage Calcs CH'D " DATE "

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

November 25, 1985

Mr. James Topmiller
Bohannan-Huston
4125 Carlisle NE
Albuquerque, NM 87107

REF: REVISED DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED 11/22/85

Dear Mr. Topmiller:

The above referenced plan dated 11-21-85 is approved by Hydrology. Please update your list of infrastructures.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

November 25, 1985

Mr. James Topmiller
Bohannan-Huston
4125 Carlisle NE
Albuquerque, NM 87107

REF: REVISED DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED 11/22/85

Dear Mr. Topmiller:

The above referenced plan dated 11-21-85 is approved by Hydrology. Please update your list of infrastructures.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

BOHANNAN-HUSTON INC.

4125 CARLISLE BLVD., N.E. ALBUQUERQUE, NEW MEXICO 87107 505 881-2000
UNIVERSITY PLAZA, 330 GARFIELD SUITE 104 SANTA FE, N.M. 87509 505 988-7671
6713 VISCOUNT BLVD. EL PASO, TEXAS 79925 915 778-4491

November 21, 1985

Mr. Carlos Montoya
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Re: Revised Drainage Report - Peppertree Place (E22-D3A)

Dear Carlos:

We are submitting a revised drainage/grading plan for the referenced development. The original grading plan required unacceptable earthwork quantities and has necessarily been revised. Basically, the site has been lowered an average of three feet, some areas more or less and a substantial amount of retaining walls has been deleted. Drainage characteristics of the site have not been significantly altered. However, due to the changes that have been made, we are resubmitting this report for your review and approval.

Let me outline the revisions made to the original plan:

- Lots 1-3 will drain directly to Peppertree Place, then northerly to Tamarac Trail.

- Lots 4-8 drain westerly to the front yard, then to the street. Doing this has eliminated the need for the easement in the rear yards of the lots. These lots become part of Basin C which discharges through a 5' wide channel and sidewalk culvert, then to Tamarac Trail.

- The major portion of Lots 9-15 now drain to Spain Road. There is only a small decrease in flow to Spain Road.

- Lots 16-21 drain westerly to the back yard, then north to a sidewalk culvert at Tamarac Trail. Private 10' drainage easements convey flow through lots.

In accordance with our conversation earlier this week, nuisance flows along the south boundary will be collected and retained by the tree planters along Spain Road. Storm runoff will overflow the planters and discharge to Spain Road over the sidewalk.

PRINCIPALS
LARRY W. HUSTON
MICHIAL M. EMERY, P.E

As can be seen, the revisions have not significantly altered the drainage plan or characteristics of the site. However, the revised report and calculations are enclosed for your review. It is my hope that, due to the insignificance of the changes, we can obtain an expeditious review and approval. We intend to resubmit construction plans for this site in the very near future.

If you have any questions, please feel free to call me.

Sincerely,

James Topmiller

James Topmiller, P.E.
Project Engineer

cc: Mr. Chris Inman
Mr. John Brown
Mr. Mike Emery

JT/mls
Job No. 5 155 1

E-22-D 30
DRB 85-445

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Pepperdtree Place ZONE ATLAS/DRNG. FILE #: E-22, F-22
LEGAL DESCRIPTION: Tract B, Pepperdtree Subdivision
CITY ADDRESS:

ENGINEERING FIRM: Bohannan-Huston CONTACT: James Topmiller
ADDRESS: 4125 Carlisle NE PHONE: 881-2000
OWNER: Inman Homes CONTACT: Chris Inman
ADDRESS: 8205 Spain NE PHONE: 821-5600
ARCHITECT: CONTACT:
ADDRESS: PHONE:
SURVEYOR: CONTACT:
ADDRESS: PHONE:
CONTRACTOR: CONTACT:
ADDRESS: PHONE:

PRE-DESIGN MEETING:
___ YES
X NO
___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. ___
EPC NO. ___
PROJ. NO. ___

TYPE OF SUBMITTAL:
X DRAINAGE REPORT (REVISED)
___ 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
X ROUGH GRADING PERMIT APPROVAL
___ GRADING/PAVING PERMIT APPROVAL
X OTHER CONSTRUCTION PLANS (SPECIFY)

DATE SUBMITTED: Nov. 21, 1985
BY: James Topmiller

Approve Drainage Report
11-21-85

EPC 2-85-10

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 21, 1985

Mr. James Topmiller
Bohannan-Huston, Inc.
4125 Carlisle NE
Albuquerque, NM 87107

REF: REVISED DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED OCTOBER 17, 1985

Dear Mr. Topmiller:

The above referenced plan dated October 17, 1985 is approved by Hydrology.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

October 8, 1985

Mr. James Topmiller
Bohannan-Huston, Inc.
4125 Carlisle NE
Albuquerque, NM 87107

REF: DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED SEPTEMBER 20, 1985

Dear James:

The above referenced drainage plan is approved for Preliminary Plat (dated September 19, 1985).

If you should have any further questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

BOHANNAN-HUSTON INC

4125 CARLISLE BLVD., N.E. ALBUQUERQUE, NEW MEXICO 87107 505 881-2000
UNIVERSITY PLAZA, 330 GARFIELD SUITE 104 SANTA FE, N.M. 87509 505 988-7671
6713 VISCOUNT BLVD. EL PASO, TEXAS 79925 915 778-4491

October 17, 1985

RECEIVED
OCT 17 1985
HYDROLOGY SECTION

Mr. Carlos Montoya
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Re: Revised Drainage Report - Peppertree Place (E22-D3A)

Dear Carlos:

We are submitting a revised drainage/grading plan for the referenced development. The original grading plan required unacceptable earthwork quantities and has necessarily been revised. Basically, the site has been lowered an average of three feet, some areas more or less. Drainage characteristics of the site have not been significantly altered. However, due to the changes that have been made, we are resubmitting this report for your review and approval.

Let me outline the revisions made to the original plan:

- Lots 2-7 drain westerly to the front yard, then to the street. Doing this has eliminated the need for the easement in the rear yards of the lots. These lots become part of Basin C which eventually drains to Tamarac Trail.

- Lots 9-15 now fully drain to Spain Road. There is only a small increase in flow to Spain Road.

- The short length of 5' wide concrete channel has been changed to 18 inch pipe and a storm inlet added at the street curb. The easement width through this section has been increased from 10' to 15'.

As can be seen, the revisions have not significantly altered the drainage plan or characteristics of the site. However, the revised report and calculations are enclosed for your review. It is my hope that, due to the insignificance of the changes, we can obtain an expeditious review and approval. We intend to submit construction plans for this site in the very near future.

PRINCIPALS
JERRY R. BOHANNAN, P.E. & L.S.
LARRY W. HUSTON
MICHIAL M. EMERY, P.E.

If I can help in any way or answer your questions, please call me.

Sincerely,

James Topmiller

James Topmiller, P.E.
Project Engineer

cc: Mr. Chris Inman
Mr. John Brown

JT/mls
Job No. 5 155 2

DRAINAGE INFORMATION SHEET

E22/D3A

PROJECT TITLE: PEPPERTREE PLACE ZONE ATLAS/DRNG. FILE #: E,F-22

LEGAL DESCRIPTION:

CITY ADDRESS:

ENGINEERING FIRM: BOHANNAN-HUSTON CONTACT: JAMES TOPMILLER

ADDRESS: 4125 CARLISLE NE PHONE: 881-2000

OWNER: INMAN HOMES, INC CONTACT: JOHN BROWN

ADDRESS: 8205 SPAIN NE PHONE: 821-5600

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: CONTACT:

ADDRESS: PHONE:

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED OCT 17 1985 HYDROLOGY SECTION

PRE-DESIGN MEETING:

___ YES

X NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO.

EPC NO.

PROJ. NO.

TYPE OF SUBMITTAL: OCT. REVISED (~~SEPT~~)

X DRAINAGE REPORT

___ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

X GRADING PLAN

X EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

X FINAL PLAT APPROVAL

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

X ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER REVISED DRAINAGE PLAN (OCTOBER) (SPECIFY)

DATE SUBMITTED: 10/17/85

BY: James Topmiller

Need to approve

BOHANNAN-HUSTON INC.
4125 CARLISLE BLVD., N.E. ALBUQUERQUE, NEW MEXICO 87107 505 881-2000
UNIVERSITY PLAZA, 330 GARFIELD SUITE 104 SANTA FE, N. M. 87509 505 986-7671
6713 VISCOUNT BLVD. EL PASO, TEXAS 79925 915 778-4491

September 19, 1985

RECEIVED
SEP 20 1985
HYDROLOGY SECTION

Mr. Carlos Montoya
City of Albuquerque
Post Office Box 1293
Albuquerque, NM 87103

Re: Peppertree Place Drainage Report - Final Approval Request (E22-D3A)

Dear Carlos:

The purpose of this letter is to respond to comments made in your letter of August 1, 1985 concerning the subject drainage report. Your comments and the appropriate responses are listed below:

1. **Type of Easements:** We have added to the plan the type of easements - private or public - at all locations.

2. **South Drainage Easement:** The easement at the south property line has been called out as a 10' private drainage easement.

3. **Property Line Walls:** Should walls or fences be constructed across the private drainage easements, openings in the bottom of the fence/wall will be provided for passage of flows. A detail for this is shown on the plan.

4. **Public Drainage Easement and Channel:** This comment was discussed with Jim Fink of City Hydrology. Due to the small flows associated with the public easement, Jim felt that the 5' wide concrete rectangular channel would be necessary in lieu of the standard City detail. An easement width less than 20' is permitted where major facilities are not involved by DPM Chapter 22, Section 6.

5. **Retaining Walls:** Retaining wall details will be submitted for Code Administration plan check review.

A revision to the plan has been shown in the northwest corner of the tract. A short length of 18" public storm sewer pipe has been added to the plan. Its purpose is to allow runoff from the upstream channel to be discharged at street level. The storm sewer extension was also discussed with Jim Fink. Details of the storm sewer's outlet and inlet have been added to the drainage plan. A preliminary construction drawing of the storm sewer and its upstream channel are enclosed for your reference. Final details and revisions to this plan can be made during City plan review process.

PRINCIPALS
JERRY R. BOHANNAN, P.E. & L.S.
LARRY W. HUSTON
MICHIAL M. EMERY, P.E.

I believe these responses address your comments. We are seeking final drainage plan approval for building permit and site development plan approval.

Sincerely,

James Topmiller

James Topmiller, P.E.
Project Engineer

cc: Mr. Chris Inman

JT/mls
Job No. 5 155 2

PLEASE FORWARD TO: BARBARA JUAREZ E22/D3A

DRAINAGE INFORMATION SHEET

PROJECT TITLE: PEPPERTREE PLACE ZONE ATLAS/DRNG. FILE #: E, F-22

LEGAL DESCRIPTION: TRACT B, PEPPERTREE SUBDIVISION

CITY ADDRESS:

ENGINEERING FIRM: BOHANNAN-HUSTON CONTACT: JAMES TOPMILLER

ADDRESS: 4125 CARLISLE NE PHONE: 881-2000

OWNER: INMAN HOMES CONTACT: CHRIS INMAN

ADDRESS: 8205 SPAIN NE PHONE: 821-5600

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: CONTACT:

ADDRESS: PHONE:

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

PRE-DESIGN MEETING:

___ YES

X NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO.

EPC NO.

PROJ. NO.

RECEIVED SEP 20 1985 HYDROLOGY SECTION

RECEIVED SEP 20 1985 HYDROLOGY SECTION

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

X GRADING PLAN

X EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT

___ SKETCH PLAT APPROVAL

X PRELIMINARY PLAT APPROVAL

X SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

X BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: SEPT. 19, 1985

BY: JAMES R. TOPMILLER

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

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7 44

August 1, 1985

Mr. James Topmiller
Bohannan-Huston, Inc.
4125 Carlisle NE
Albuquerque, NM 87107

dated 6/27/85

REF: DRAINAGE PLAN FOR PEPPERTREE PLACE (E22-D3A) RECEIVED JULY 1, 1985

Dear Mr. Topmiller:

I have reviewed the referenced plan and forward the following comments:

1. Please add the type of drainage easement required to the 15' west easement, and the 10' public easement.

2. Please show the south 10' private drainage easement.

3. How will the private drainage easements convey flows if walls are built between property?

4. The 10' public drainage easement will require coordination with Jim Fink. The ribbon channel is non-standard; therefore, please submit another drainage drawing to us and I will request Jim Fink's concurrence.

5. Separate retaining wall permits will be required from Code Administration.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM:mrk

BOHANNAN-HUSTON INC.

4125 CARLISLE BLVD. N. E. ALBUQUERQUE, NEW MEXICO 87107 505 881-2000
UNIVERSITY PLAZA, 330 GARFIELD SUITE 104 SANTA FE, N. M. 87509 505 988-7671
6713 VISCOUNT BLVD. EL PASO, TEXAS 79925 915 778-4491

June 26, 1985

RECEIVED
JUL 01 1985
HYDROLOGY SECTION

Mr. Fred Aguirre
City of Albuquerque
Hydrology Section
P.O. Box 1293
Albuquerque, NM 87103

Re: Peppertree Place Drainage Report

Dear Fred:

Enclosed is a copy of the referenced drainage/grading report for your review and approval. Peppertree Place is a proposed 22 lot townhouse subdivision adjacent to the north right-of-way line of Spain Road N.E., east of Lowell Street.

The drainage management plan for the site includes free discharge of site runoff north and south to Tamarac Trail and Spain Road, respectively. City-approved sidewalk culverts provide the method of discharge to the street gutter. Storm sewer inlets at Lowell and Tamarac are available to collect street flows and discharge them to the Spain Road storm sewer system.

If I can answer any of your questions with respect to this plan, please let me or James Topmiller know.

Truly yours,

Brian G. Burnett

Brian G. Burnett, P.E.
Vice President

Enclosure

cc: Mr. Chris Inman

JT/mls
Job No. 5 155 1

PRINCIPALS
JERRY R. BOHANNAN, P.E. & L.S.
LARRY W. HUSTON
MICHIAL M. EMERY, P.E.

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Peppertree Place ZONE ATLAS/DRNG.# E-22 / D3A

LEGAL DESCRIPTION: Tract B, Peppertree Subdivision

CITY ADDRESS:

ENGINEERING FIRM: Bohannan-Huston, Inc. CONTACT: Brian Burnett

ADDRESS: 4125 Carlisle N.E. Albuq. NM 87107 PHONE: 881-2000

OWNER: Inman Homes CONTACT Chris Inman

ADDRESS: 8205 Spain N.E., Albuq. NM 87109 PHONE: 821-5600)

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: CONTACT:

ADDRESS: PHONE:

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED
JUL 01 1985
HYDROLOGY SECTION

PRE-DESIGN MEETING:

____ YES
x NO
____ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-445 6/25/85
EPC NO. SD-78-16 3/16/84
PROJ. NO.

TYPE OF SUBMITTAL:

x DRAINAGE REPORT
____ DRAINAGE PLAN
____ CONCEPTUAL GRADE & DRAIN PLAN
____ GRADING PLAN
x EROSION CONTROL PLAN
____ ENGINEER'S CERTIFICATION
____ DRAINAGE MANAGEMENT PLAN

CHECK TYPE OF APPROVAL SOUGHT:

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x PRELIMINARY PLAT APPROVAL
x SITE DEVELOPMENT PLAN APPROVAL
____ FINAL PLAT APPROVAL
____ BUILDING PERMIT APPROVAL
____ FOUNDATION PRMIT APPROVAL
____ CERTIFICATE OF OCCUPANCY APPROVAL
____ ROUGH GRADING PERMIT APPROVAL
____ GRADING/PAVING PERMIT APPROVAL
____ OTHER _____ (SPECIFY)

DATE SUBMITTED: 6/27/85

BY: James Jopmillu

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