#### GRANT OF RIGHT-OF-WAY EASEMENT FOR DRAINAGE

Affiliated Mortgage & Development Company, a New Mexico corporation,
Tanoan Country Club, Inc., a New Mexico corporation, and Tanoan Enterprises,
Inc., a New Mexico corporation, Grantors, in consideration of Ten Dollars
(\$10.00), the receipt whereof is hereby acknowledged, do grant, bargain, sell
and convey unto Albuquerque Metropolitan Arroyo Flood Control Authority, Grantee,
a perpetual full and unrestricted easement for the operation and maintenance
of storm drainage channels, and such construction, reconstruction and repair
of related flood control improvements as Grantee may elect to install and operate, for conducting storm waters and sediment along, in, under, over and across
the following described parcel or strip of land and real estate lying, situate
and being in the County of Bernalillo, New Mexico, and more particularly
described in Exhibit "I", attached hereto and incorporated herein by reference.

THE GRANTORS ACKNOWLEDGE that no considerations were promised for this easement granted other than those considerations herein written and those covenants and agreements set out by stipulation in Bernalillo County Second Judicial District Cause No. CV-78-91631.

TO HAVE AND TO HOLD the said right and easement for the uses and purposes aforesaid unto the said Grantee, its successors and assigns for so long as said easement shall not be abandoned for use as a right-of-way for the aforesaid drainage purposes, but that if the said drainage easement be discontinued by non-use thereof for a continuous period of ten years, or if the Board of Directors of the Authority should at any time cause to be executed and recorded in the County aforesaid, a certificate that said easement or any portion thereof has been abandoned for use as a right-of-way for drainage purposes, then and in either event the same shall be considered as having been abandoned within the meaning hereof and the easement granted shall thereupon terminate and the right-of-way revert to the Grantors, their successors and assigns, and Grantee shall upon such abandonment execute a deliver a deed to Grantors, their successors and assigns for the abandoned or released portion.

Grantee acknowledges that the easement granted across the 2.835 acre tract described on page four of Exhibit "I" hereto is temporary in nature and that such easement will be reduced and modified upon a determination by Grantee that downstream drainage facilities will accept greater velocities than 3 feet per second, at which time such greater velocities will be allowed across the 2.885 acre tract.

There is reserved to the Grantors, their successors and assigns, the exclusive right to use said lands for recreation, open space and all other purposes permitted by Ordinance No. 55-1976, as adopted by the City Council of the City of Albuquerque, New Mexico, and commonly known as the Flood Hazard Area Zoning Regulations.

There is further reserved to the Grantors, their successors and assigns, the exclusive right to construct, reconstruct, maintain and repair golf course improvements and other improvements along, in, under, over and across the described real property, provided that Grantors grade and maintain the easement across the 2.885 acres herein described in such manner that arroyo storm waters associated with the 100-year flood would move at a velocity of not greater than 3 feet per second over the westerly 300 feet of such 2.885 acre parcel until conditions are met for a reduction in the size of the easement as set out herein, and provided further that Grantors shall save and hold harmless the Grantee and its directors, officers and employees of any and all claims and judgments for damages arising from such work by Grantors, and provided further that Grantors shall assume all the foregoing obligations and hold Grantee harmless from any financial responsibility for all damage to the recreational improvements and other surface water control features (whether or not features are designed for water control purposes) constructed on such property.

It is understood and agreed that none of the greens, fairways, tennis courts or other golf course or other recreational improvements of Grantors now or hereafter located within the described real property may be removed or altered by the Grantee except upon order of its Board of Directors, which order shall not issue unless said Board of Directors finds that there has occurred a material change in conditions or circumstances and that such removal or alteration is necessary for the protection of life or property.

The covenants and conditions	contained herein shall be binding upon
and inure to the benefit of the Grantor	s and Grantee, and their respective suc-
cessors and assigns.	1
WITNESS their hands and seals	this 26 day of July,
1979.	
	AFFILIATED MORTGAGE & DEVELOPMENT COMPANY
	By Charles a Hageling
	TANOAN COUNTRY CLUB, INC
	By James A. Smith
	TANOAN ENTERPRISES, INC.
	By Charley W. Pfaegeli
ATTEST: / harr	
Juanu /	
ACKNO	<u>vledgement</u>
STATE OF NEW MEXICO	
COUNTY OF BERNALILLO ) ss.	
The foregoing instrument was fully, 1979, Presenting, of Affi	by Charles A. Hegeling on liated Mortgage & Development Company, on
behalf of said corporation.	Part of the
	Callen orky
	Notary Public
My Commission Expires:	

#### **ACKNOWLEDGEMENT**

STATE OF NEW MEXICO	) ) ss.			
COUNTY OF BERNALILLO		terren eta		
of President	instrument was , 1979, 1	acknowledged be by James n Country Club,	fore me this difference me this	day,
corporation.		Notary Public	m Lik	ej.
My Commission Expires:				
5-11-81				
	ACKNOW	LEDGEMENT		Å,
STATE OF NEW MEXICO COUNTY OF BERNALILLO	) ) ss. )			₩ ₩ ₩.
of Wice Prince corporation.	instrument was , 1979, 1975, of Tanoa	acknowledged be by <u>Carles</u> in Enterprises, l	fore me this 2 nc., on behalf	day day of said
		Collee	n Lakaj	
and the second s		Notary Public		1 100

## 41.793 ACRE DRAINAGE EASEMENT WITHIN THE ELENA GALLEGOS GRANT TIÍN, R4E, N.M.P.M. BERNALILLO COUNTY NEW MEXICO

A tract of land, for a drainage easement, situate within the Dlena Gallegos Grant, TllN, R4E, N.M.P.M., Bernalillo County, New Mexico, being more particularly described as follows:

BEGINNING at the most westerly point of the tract herein described; whence, the projected quarter courner (1/4) common to Sections 20 and 29, T11N, R4E, N.M.P.M. bears N 28° 13' 37" W, 2,239.35 feet; thence,

N 86° 50° 38" E, 792.57 feet to a point of curvature; thence,

Northeasterly 148.36 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet, a central angle of 42° 30' 06" and a chord, which bears N 65° 35' 35" E, 144.98 feet to a point of tangency; thence,

N 44° 20' 32" E, 174.91 feet to a point of curvature; thence,

Northeasterly 927.82 feet along the arc of a curve to the right, said curve having a radius of 2,450.00 feet, a central angle of 21° 41' 53" and a chord, which bears N 55° 11' 28" E, 922.28 feet to a point on curve; thence,

Radial S 23° 57' 36" E, 22.50 feet to a point on a concentric curve; thence,

Northeasterly 1,045.28 feet along the arc of a curve to the right, said curve having a radius of 2,427.50 feet, a central angle of 24° 40' 18" and a chord, which bears N 78° 22' 33" E, 1,037.23 feet to a point of tangency; whence, for a tie, the City of Albuquerque Monument "4-E-21" bears S 53° 07' 52" E, 662.52 feet; thence,

S 89° 17' 18" E, 1,319.01 feet to a point of curvature; thence,

Northeasterly, 1,142.53 feet along the arc a curve to the left, said curve having a radius of 1,972.50 feet, a central angle of 33° 11' 15" and a chord, which bears N 74° 07' 05" E, 1,126.62 feet to a point of tangency; whence, for a tie, the City of Albuquerque Monument "3-E-21" bears S 12° 34' 13" E, 618.53 feet; thence,

N 57° 31' 28" E, 683.20 feet to a point of curvature; thence,

Northeasterly, 904.83 feet along the arc of a curve to the right, said curve having a radius of 1,577.50 feet, a central angle of 32° 51' 50" and a chord, which bears N 73° 57' 23" E, 892.48 feet to a point of tangency; thence,

S 89° 36' 42" E, 400.00 feet to a point of curvature; thence,

Northeasterly, 208.81 feet along the arc of a curve to the left, said curve having a radius of 472.50 feet, a central angle of 25° 19' 14" and a chord, which bears N 77° 43' 41" E, 207.12 feet to a point of tangency; thence,

N 65° 04' 04" E, 63.38 feet to the most northerly point of the tract herein described; whence, for a tie, the City of Albuquerque Monument "1-D-22", the projected Section Corner common to Sections 21, 22, 27 and 28, TllN, R4 E, N.M.P.M., bears N 89° 36' 42" W, 474.20 feet; thence,

S 89° 36° 42" E, 362.42 feet to a point; thence,

S 65° 04' 04" W, 390.98 feet to a point of curvature; thence,

Southwesterly, 277.31 feet along the arc of a curve to the right, said curve having a radius of 627.50 feet, a central angle of 25° 19' 14" and a chord, which bears \$ 77° 43' 41" W, 275.06 feet to a point of tangency; thence,

N 89° 36' 42" W, 400.00 feet to a point of curvature; thence,

Southwesterly, 815.92 feet along the arc of a curve to the left, said curve having a radius of 1,422.50 feet, a central angle of 32°51'50" and a chord, which bears S 73°57'23" W, 804.78 feet to a point of tangency; thence,

\$ 57° 31' 28" W, 147.81 feet to a point; thence,

East, 402.78 feet to a point of curvature; thence,

Southeasterly, 197.80 feet along the arc of a curve to the right, said curve having a radius of 550.00 feet, a central angle of 20° 36' 21" and a chord, which bears S 79° 41' 50" E, 196.74 feet to a point of tangency; thence,

S 69° 23' 39" E, 708.07 feet to a point of curvature; thence,

Southeasterly, 125.59 feet along the arc of a curve to the left, said curve having a radius of 450.00 feet, a central angle of 15° 59' 25" and a chord, which bears \$5.77° 23' 22" E, 125.18 feet to a point of tangency; thence,

S 85° 23' 04" E, 1,742.22 feet to a point of curvature; thence,

Northeasterly, 114.40 feet along the arc of a curve to the left, said curve having a radius of 450.00 feet, a central angle of 14° 33' 58" and a chord, which bears N 87° 19' 57" E, 114.10 feet to a point of tangency; thence,

N 80° 02' 58" E, 676.98 feet to a point of curvature; thence,

Southeasterly, 202.96 feet along the arc of a curve to the right, said curve having a radius of 350.00 feet, a central angle of 33° 13' 28" and a chord, which bears S 83° 20' 18" E, 200.12 feet to a point of tangency; thence,

S 66° 43' 35" E, 529.53 feet to a point of curvature; thence,

Southeasterly, 154.52 feet along the arc of a curve to the left, said curve having a radius of 250.00 feet, a central angle of 35° 24' 51" and a chord, which bears S 84° 26' 00" E, 152.08 feet to a point on curve; thence,

Radial, S 12° 08' 26" E, 100.00 feet to a point on a concentric curve and the most easterly point of the tract herein described; thence,

Northwesterly, 216.33 feet along the arc of a curve to the right, said curve having a radius of 350.00 feet, a central angle of 35° 24' 51" and a chord, which bears N 84° 26' 00" W, 212.91 feet to a point of tangency; thence,

N 66° 43' 35" W, 529.53 feet to a point of curvature; whence, for a tie, the City of Albuquerque Monument "4-E-22" bears S 47° 00' 15" W, 923.51 feet; thence,

Northwesterly, 144.97 feet along the arc of a curve to the left, said curve having a radius of 250.00 feet, a central angle of 33° 13' 28" and a chord, which bears N 83° 20' 18" W, 142.95 feet to a point of tangency; thence,

5 80° 02' 58" W, 676.98 feet to a point of curvature; thence,

Southwesterly, 139.82 feet along the arc of a curve to the right, said curve having a radius of 550.00 feet, a central angle of 14° 33' 58" and a chord, which bears S 87° 19' 57" W, 139.45 feet to a point of tangency; thence,

N 85° 23' 04" W, 1,742.22 feet to a point of curvature; thence,

Northwesterly, 153.50 feet along the arc of a curve to the right, said curve having a radius of 550.00 feet, a central angle of 15° 59' 25" and a chord, which bears N 77° 23' 22" W, 153.00 feet to a point of tangency; thence,

N 69° 23' 39" W, 708.07 feet to a point of curvature; thence,

Northwesterly, 161.84 feet along the arc of a curve to the left, said curve having a radius of 450.00 feet, a central angle of 20° 36' 21" and a chord, which bears N 79° 41' 50" W, 160.97 feet to a point of tangency; thence,

West, 559.90 feet to a point; whence, for a tie the City of Albuquerque Monument "3-E-21" bears S 20° 12' 48" W, 703.76 feet; thence,

S 57° 31' 28" W, 349.15 feet to a point of curvature; thence,

Southwesterly, 1,232.31 feet along the arc of a curve to the right, said curve having a radius of 2,127.50 feet, a central angle of 33° 11' 15" and a chord, which bears S 74° 07' 05" W, 1,215.16 feet to a point of tangency; thence,

N 89° 17' J8" W, 1,319.01 feet to a point of curvature; whence, for a tie, the City of Albuquerque Monument "4-E-21" bears S 65° 29' 30" E, 584.62 feet; thence,

Southwesterly, 978.54 feet along the arc of a curve to the left, said curve having a radius of 2,272.50 feet, a central angle of 24° 40' 18" and a chord, which bears S 78° 22' 33" W, 97].00 feet to a point on curve; thence,

Radial, S 23° 57' 36" E, 22.50 feet to a point on a concentric curve; thence,

Southwesterly, 852.08 feet along the arc of a curve to the left, said curve having a radius of 2,250.00 feet, a central angle of 21° 41' 53" and a chord, which bears S 55° 11' 28" W, 846.99 feet to a point of tangency; thence,

S 44° 20' 32" W, 174.91 feet to a point of curvature; thence,

Southwesterly, 296.72 feet along the arc of a curve to the right, said curve having a radius of 400.00 feet, a central angle of 42° 30' 06" and a chord, which bears S 65° 35' 35" W, 289.96 feet to a point of tangency, thence,

S 86° 50' 38" W, 698.97 feet to a point; thence,

N 28° 15' 32" W, 220.86 feet to the POINT OF BEGINNING of the tract herein described.

Said tract containing 41.793 Acres, more or less.

COMMUNITY SCIENCES FORPORATION

CLIFF A. SPIRÓCK N.M.L.S. #4932 July 12, 1979

## 2.885 ACRE TEMPORARY DRAINAGE EASEMENT WITHIN THE ELENA GALLEGOS GRANT T11N, R4E, N.M.P.M. BERNALILLO COUNTY NEW MEXICO

A tract of land, for a temporary drainage easement, situate within the Elena Gallegos Grant, TllN, R4E, N.M.P.M., Bernalillo County, New Mexico, being more particularly described as follows:

BEGINNING at the northwest corner of the tract herein described, being a point on the easterly Right-of-Way of Ventura Street, N.M.; whence the projected quarter corner (1/4) common to Sections 20 and 29, TILN, R4E, N.M.P.M. bears N 19° 08' 52" W, 2,171.28 feet; thence,

N 70° 42° 18" E, 346.81 feet to the northeast corner of the tract herein described; thence,

S 28° 15' 32" E, 303.71 feet to the southeast corner of the tract herein described; thence,

\$ 70° 42° 18" W, 490.92 feet to the southwest corner of the tract herein described; thence,

N 01° 24' 52" W, 315.23 reet to the PQINT OF BEGINNING of the tract herein described.

Said tract containing 2.885 Acres, more or less.

COMMUNITY SCIENCES CORPORATION

Cliff A. Spirock N.M.L.S. #4972 July 12, 1979 SCHED LAND SUPPLE OF NEW AIR CONTROL OF NEW AIR CON

STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD

Min BK 70 6 PG 536- 543

MENTY C. CULP

CO. CLERK & RECORDER

DEPUTY

85 175.

DEDICATION DEED (EUBANK BOULEVARD)

AND

GRANTS OF EASEMENT

DAVID PRICE and DALLAS PRICE ("PRICE" which term includes their successors and assigns) for good and sufficient consideration grant to the CITY OF ALBUQUERQUE, a municipal corporation ("CITY") whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, that certain real property situate in Bernalillo County, New Mexico, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY").

THIS CONVEYANCE is subject to an easement (the "EASE-MENT") reserved to PRICE, and appurtenant to that certain real property, presently used as the Tanoan Golf Course, situate in Bernalillo County, New Mexico, more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "DOMINANT PROPERTY"). The EASEMENT shall be for the purpose of the passage of pedestrians, golf carts, and golf maintenance apparatus and vehicles under the roadway to be constructed upon the PROPERTY through the CROSSING STRUCTURE, as hereinafter defined. The EASEMENT shall be reserved in perpetuity, and shall be appurtenant to, run with, and benefit the DOMINANT PROPERTY.

THIS CONVEYANCE is for municipal and public roadway purposes including, but not limited to, the construction and maintenance of a street, sidewalks, and utilities together with a structure (the "CROSSING STRUCTURE") for the passage of vehicular

and pedestrian traffic over the Pino Tributary Arroyo which the PROPERTY traverses. The CROSSING STRUCTURE shall be designed and constructed by the CITY, at its sole cost and expense, in a manner to accommodate both the flows of the Pino Tributary Arroyo and to permit the convenient passage under the CROSSING STRUCTURE of pedestrians, golf carts, golf course maintenance vehicles and apparatus pursuant to the EASEMENT. Additionally, PRICE agrees to convey reasonable construction, maintenance, and slope easements to the CITY, as are reasonably necessary for construction and maintenance of the street and the CROSSING STRUCTURE. The CITY shall not be obligated to expend any additional monies to provide safety or aesthetic amenities to accommodate the use of the EASEMENT. PRICE assumes the obligation to provide for the safe passage of pedestrians and equipment under the CROSSING STRUCTURE.

At least thirty (30) days prior to awarding a contract for the design of the CROSSING STRUCTURE the CITY agrees to provide written notice to PRICE and the AMERIWEST CORPORATION, a New Mexico corporation ("AMERIWEST") of the proposed letting of the contract, which notice shall be for the purpose of providing PRICE and AMERIWEST the right to be heard by the CITY on the subject of the design of the CROSSING STRUCTURE.

THIS CONVEYANCE IS FURTHER SUBJECT to an easement which is hereby granted to AMERIWEST to construct a wrought iron and white slump block wall (the "WALL") along the sides of the CROSSING STRUCTURE, approximately six feet (6') in height in order to preserve the security of the AMERIWEST PROPERTY.

AMERIWEST shall have the responsibility to construct and to maintain, at its sole cost, the WALL and shall indemnify PRICE and the CITY and hold them harmless from any claims or damages occasioned as a result of the WALL being constructed upon the CROSSING STRUCTURE or upon the PROPERTY. The design of the WALL must be approved in writing by the CITY prior to its construction.

PRICE agrees that he shall indemnify the CITY and hold the CITY harmless from claims or damages resulting from the use of the EASEMENT, except when such claim or damage results from the negligence of the CITY. The CITY agrees that it shall indemnify and hold PRICE harmless from claims or damages resulting from the use of the EASEMENT which result from the CITY's negligence.

THIS CONVEYANCE IS FURTHER SUBJECT TO: reservations, restrictions, and easements of record, including a drainage easement in favor of AMAFCA which is in existence and which shall survive this conveyance and an easement which has been granted to Ameriwest for passage of pedestrians across the PROPERTY, and ad valorem taxes for 1984 and thereafter.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors and personal representatives of the parties hereto.

Notices required to be given by this conveyance are to be given at the following addresses unless written notice of change of address has been lodged with the other parties:

Ameriwest Corporation 6400 Uptown Boulevard, N.E. Suite 300-East Albuquerque, New Mexico 87110

David and Dallas Price c/o American Golf and Tennis Corp. 641 Sepulvada Boulevard Los Angeles, California 90049

THIS CONVEYANCE IS WITH SPECIAL WARRANTY COVENANTS.

Executed the 3% day of December, 1984.

	Executed the	_ day of December, 1904.
	ACCEPTED:	X Claure (no DAVID PRICE
	CITY OF ALBUQUERQUE,	
	a municipal corporation	
(12)	By ranh Greinker	DALLAS PRICE
1 . f	do Contributore con contributore contributor	$\wedge$
	APPROVED:	Approved As To Form
	201 KD.	Jan Cally
	ASSISTANT CITY ATTORNEY	City Attorney
		Date: 12/21/04
•	Cat had	(
	TRAFFIC ENGINEER	ATTEST:
	THE LIGHT HARD	
	<i>V.</i>	City Clerk/
	STATE OF CALIFORNIA )	
	COUNTY OF LOS Angeles)	•
	EUS FINDERS	•
	me this 18 the day of December,	ument was duly acknowledged before
	me citis to day or becomment,	LIGI, MY MINTED ENEGLIS
		A a Carrier
		Notary Public
		Notary rubite
	My Commission Expires:	generous construction of
	00+ 20 1687	OFFICIAL SEAL BONNIE J MATTERN
	OCT. 20, 1987	NOTARY PUBLIC-CALIFORNIA PRINCIPAL OFFICE IN
		LOS ANGELES COUNTY 8 MY COMMISSION EXPIRES OCT 20,1987

STATE OF <u>CALIFORNIA</u> ) ss.
COUNTY OF <u>LOS ANGE</u>(25)

The foregoing instrument was duly acknowledged before me this  $\frac{\sqrt{\chi}}{2}$  day of December, 1984, by DALLAS PRICE.

Bonne Grattern Notary Public

My Commission Expires:

OCT. 20, 1987

OFFICIAL SEAL
BONNIE J MATTERN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES OCT 20,1987

STATE OF NEW MEXICO )

COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this day of December, 1984, by Frank A. Kleinhenz, Chief Administrative Officer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires:

12/18/88

A certain tract of land situate within projected Section 28, T11N, R4E, N.M.P.M., within the Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, being a portion of Open Space - 4 and Open Space - 5, TANOAN PROPERTIES as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on June 25, 1982 and being more particularly described by plat bearings and ground distances as follows:

BEGINNING at the southwest corner of the tract herein described, said corner being a point on the southerly boundary of said Open Space - 4 and also being a point on the northerly boundary of Tract E of said TANOAN PROPERTIES, whence the southeast corner of said Tract E bears S06°20'50"E. 687.21 feet and from said point of beginning running thence along the westerly boundary of the tract herein described, NOO°10'12"E, 207.28 feet to the northwest corner of the tract herein described, a point on the northerly boundary of said Open Space - 4; thence continuing along the northerly boundary of said Open Space - 4 and Open Space - 5. N34°37'45"E, 275.70 feet to the northeast corner of the tract herein described, a point on the northerly boundary of said Open Space - 5; thence leaving said boundary of Open Space - 5 and continuing along the easterly boundary of the tract herein described, S00°10'12"W. 293.87 feet to the southeast corner of the tract herein described, a point on the southerly boundary of said Open Space - 5; thence continuing along the southerly boundary of said Open Space - 5 and Open Space - 4, S48°06'50"W, 210.10 feet to the point and place of beginning.

Tract contains 0.8974 acre, more or less.

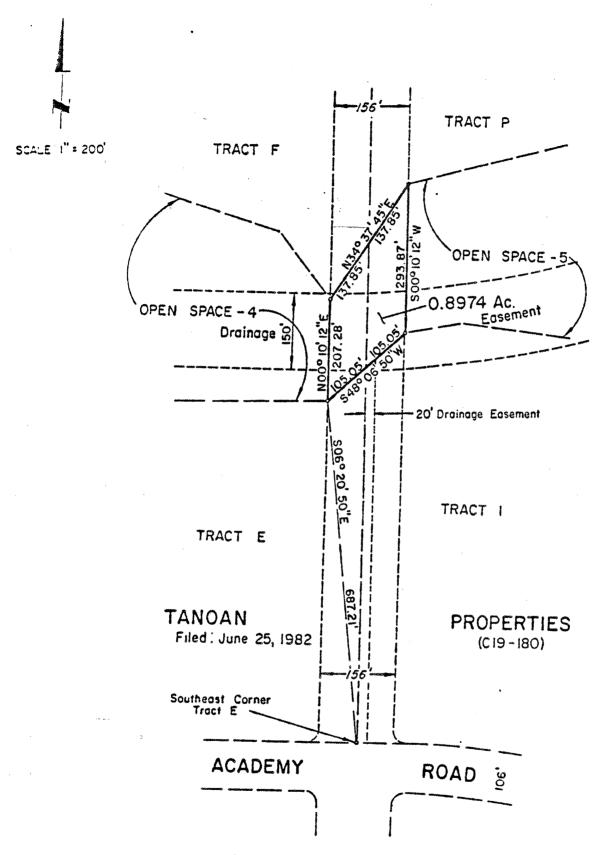
Bohannan-Huston Inc. 4125 Carlisle Blvd. N.E. Albuquerque, NM 87107

October 31, 1984 Job No. 42390

A. Dwain Weaver

NO. 6544

OWAIN WEAR



JOB NO. 42390

# COUNTRY CLUB LANDS AMENDED SUMMARY PLAT OF TANOAN PROPERTIES FILED APRIL 19, 1984, BOOK C23, PAGE 165 CLUBHOUSE TRACT A-1 CLUBHOUSE TRACT B-1

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III.

GOLF COURSE LANDS AMENDED SUMMARY PLAT OF TANOAN PROPERTIES FILED JUNE 25, 1982, BOOK C19, PAGE 180 (1-5)

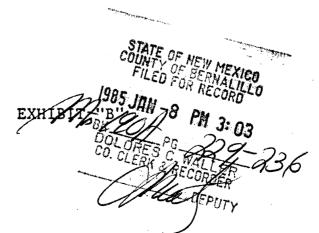
Open Space 1 Open Space 2 Open Space 3

The Amended Plat of The Masters at Tanoan together with Amended Open Space - 4 of Tanoan Properties filed May 10, 1984, book C23, page 197 (1-3)

Open Space 4A Open Space 4B

Amended Summary Plat of Tanoan Properties filed April 19, 1984, book C23, page 165

Open Space 5A



237

FILED WITH CITY CLERK'S OFFICE

1/8/35 dw

DEDICATION DEED (LOWELL STREET)

AND

#### GRANTS OF EASEMENT

DAVID PRICE and DALLAS PRICE, ("PRICE" which term includes their successors and assigns) for good and sufficient consideration grant to the CITY OF ALBUQUERQUE ("CITY") whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, that certain real property situate in Bernalillo County, New Mexico, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, ("PROPERTY").

PRICE hereby reserves a temporary easement (the "TEMPORARY EASEMENT") for full and exclusive possession and control of the PROPERTY subject to any public utility purposes needed by the CITY. This TEMPORARY EASEMENT shall continue in force until such time as the CITY makes a formal determination (the "DETERMINATION") that it is necessary for the public health and safety to construct and open a public street over the PROPERTY. The DETERMINATION shall be made after a public hearing at which the public has had any opportunity to be heard. Notice of the public hearing shall be given in the manner then prescribed by the CITY'S subdivision ordinance for a public hearing, additionally the CITY shall give notice to PRICE and AMERIWEST. The DETERMINATION shall not be deemed made until a final decision has been entered by the CITY'S governing body, if appealed to that body by

a party of interest in accordance with the CITY'S then existing procedures. The TEMPORARY EASEMENT shall terminate upon the DETERMINATION being final.

"EASEMENT") reserved to PRICE, and appurtenant to that certain real property, presently used as the Tanoan Golf Course, situate in Bernalillo County, New Mexico more particularly described in Exhibit "B" attached hereto and incorporated herein by reference—

(the "DOMINANT PROPERTY"), for the purpose of the passage of pedestrians, golf carts, and golf maintenance apparatus and vehicles across the PROPERTY. After the DETERMINATION being final, the exact location of the EASEMENT shall be determined by agreement between PRICE and the CITY. The EASEMENT shall be reserved in perpetuity, and shall be appurtenant to, run with, and benefit the DOMINANT PROPERTY.

THIS CONVEYANCE IS FURTHER SUBJECT to an easement granted to AMERIWEST to construct and maintain, at its sole cost, a wrought iron and white slump block wall (the "WALL") along the sides of the PROPERTY, SIX FEET (6") in height in order to preserve the security of the AMERIWEST PROPERTY. AMERIWEST shall have the responsibility to maintain the WALL and shall indemnify PRICE and the CITY and hold them harmless from any claims or damages occasioned as a result of the WALL being constructed upon the PROPERTY. The design of the WALL must be approved in writing by the CITY prior to its construction.

THIS CONVEYANCE IS FURTHER SUBJECT TO: reservations, restrictions, and easements of record, including a drainage

easement in favor of AMAFCA which is in existence and which shall survive this conveyance and an easement which has been granted to AMERIWEST for passage of pedestrians across the PROPERTY, and ad valorem taxes for 1984 and thereafter.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors and personal representatives of the parties hereto.

PRICE agrees that he shall indemnify the CITY and hold the CITY harmless from claims or damages resulting from the use of the EASEMENT, except when such claim or damage results from the negligence of the CITY. The CITY agrees that it shall indemnify and hold PRICE harmless from claims or damages resulting from the use of the EASEMENT which result from the CITY's negligence.

Notices required to be given by this conveyance are to be given at the following addresses unless written notice of change of address has been lodged with the other parties:

Ameriwest Corporation 6400 Uptown Boulevard, N.E. Suite 300-East Albuquerque, New Mexico 87110

David and Dallas Price c/o American Golf and Tennis Corp. 641 Sepulvada Boulevard Los Angeles, California 90049

WITH SPECIAL WARRANTY COVENANTS.

	Executed the $3/s$ day of 1	December, 1984.
	Executed the ji day of	December, 1904.
	ACCEPTED:	1 - ()
		y March Lang
	*	DAVID PRICE
	CITY OF ALBUQUERQUE,	
	a municipal corporation	A The state of the
	( - tan 10 () X0. 11 1/10	M DALLAS PRICE
العلم	BY HOWN G. THE	
tela	P- 105	Approved As Io Form
	APPROVED:	
	Stylk B.	Aity Attornay
	ASSISTANT CITY ATTORNEY	Date: 2/21/84
	WINA !	Jate:
	TRAFFIC ENGINEER	ATTEST:
		Centri Budi
	STATE OF <u>CALIFORNIA</u> )	City Clerk
	) ss.	
	COUNTY OF LOS ANGELES)	
	The foregoing instr me this 18 th day of December,	ument was duly acknowledged before 1984, by DAVID PRICE.
	•	B. Constant
		Notary Public
		***************************************
	My Commission Expires:	OFFICIAL SEAL BONNIE J MATTERN
	Oct. 20, 1987	NOTARY PUBLIC-CALIFORNIA PRINCIPAL OFFICE IN
	, ,	LOS ANCELES COUNTY MY COMMISSION EXPIRES OCT 20,1987
	STATE OF <u>OALIFORNIA</u> ) ss.	
	COUNTY OF LOS Andeles	
		ument was duly acknowledged before
	me this May of December,	1904, by DALLAS FRICE.
		British
		Brine Mattern Notary Public
		\$2000000000000000000000000000000000000
	My Commission Expires:	OFFICIAL SEAL BONNIE J MATTERN
	Oct 20, 1987	PRINCIPAL OFFICE IN
	·	LOS ANGELES COUNTY MY COMMISSION EXPIRES OCT 20,1987

	)	MEXICO	NEW	ΟF	STATE
ss.	)			~	
	)	RNALILLO	BEI	OF	COUNTY

The foregoing instrument was acknowledged before me on this 3/ day of December 1984, by Frank A. Kleinhenz, Chief Administrative Officer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires:

12/18/88

WEN MENC

A certain tract of land situate within projected Section 27, T11N, R4E, N.M.P.M., within the Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, being a portion of Open Space - 5, TANOAN PROPERTIES as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on June 25, 1982 and being more particularly described by plat bearings and ground distances as follows:

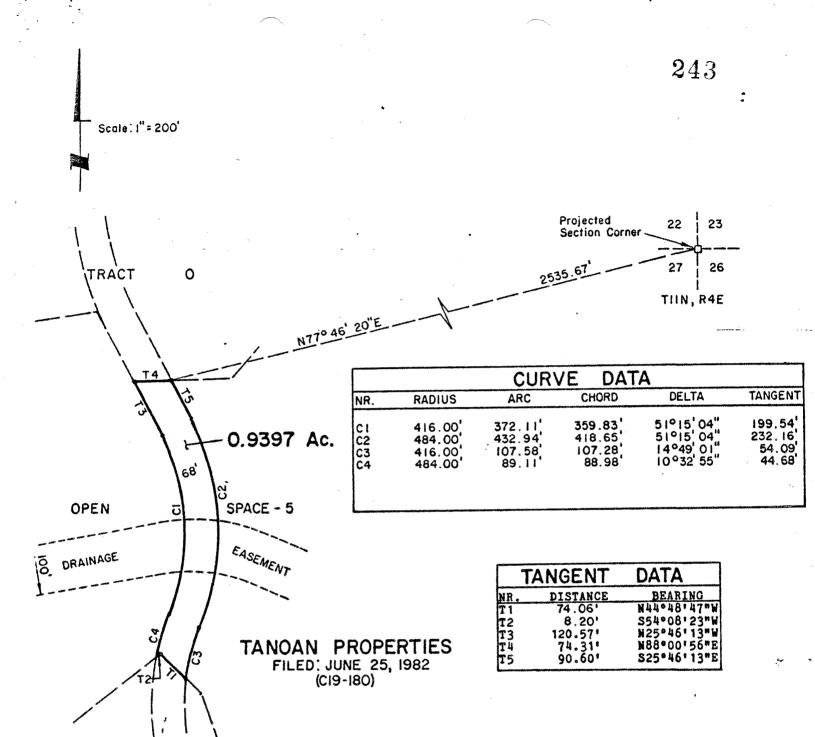
BEGINNING at the northeast corner of the tract herein described, said corner being a point on the northerly boundary of said Open Space - 5 whence the projected Section Corner common to Sections 22, 23, 26, and 27 as shown on said plat of TANOAN PROPERTIES bears N77°46'20"E, 2535.67 feet and from said point of beginning running thence along the easterly boundary of the tract herein described, S25°46'13"E, 90.60 feet to a point of curvature; thence, 432.94 feet along the arc of a curve to the right having a radius of 484.00 feet and a chord bearing S00°08'41E, 418.65 feet to a point of reverse curvature: thence. 107.58 feet along the arc of a curve to the left having a radius of 416.00 feet and a chord bearing S18°04'20"W, 107.28 feet to the southeast corner of the tract herein described. said corner being a point on the southerly boundary of said Open Space - 5; thence continuing along said southerly boundary, N44°48'47"W, 74.06 feet to a point; thence, \$54.08.23.W, 8.20 feet to a point on curve being the southwest corner of the tract herein described; thence leaving said southerly boundary of Open Space - 5 and continuing along the westerly boundary of the tract herein described. 89.11 feet along the arc of a curve to right having a radius of 484.00 feet and a chord bearing N20°12'23"E, 88.98 feet to a point of reverse curvature; thence, 372.11 feet along the arc of a curve to the left having a radius of 416.00 feet and a chord bearing NOO°08'41"W, 359.83 feet to a point of tangency: thence. N25°46'13"W, 120.57 feet to the northwest corner of the tract herein described, said corner being an angle point on the northerly boundary of said Open Space - 5: thence continuing along said northerly boundary, N88°00'56"E. 74.31 feet to the point and place of beginning.

Tract contains 0.9397 acre, more or less.

Bohannan-Huston Inc. 4125 Carlisle Blvd. N.E. Albuquerque, NM 87107

December 13, 1984 Job No. 42390

> A. Dwain Weaver N.M.P.L.S.



TRACT

JOB NO. 42390

244

II.

COUNTRY CLUB LANDS
AMENDED SUMMARY PLAT OF TANOAN PROPERTIES
FILED APRIL 19, 1984, BOOK C23, PAGE 165
CLUBHOUSE TRACT A-1
CLUBHOUSE TRACT B-1

III.

GOLF COURSE LANDS
AMENDED SUMMARY PLAT OF TANOAN PROPERTIES
FILED JUNE 25, 1982, BOOK C19, PAGE 180 (1-5)

Open Space 1 Open Space 2 Open Space 3

The Amended Plat of The Masters at Tanoan together with Amended Open Space - 4 of Tanoan Properties filed May 10, 1984, book C23, page 197 (1-3)

Open Space 4A Open Space 4B

Amended Summary Plat of Tanoan Properties filed April 19, 1984, book C23, page 165

Open Space 5A

STATE OF NEW MEXICO COUNTY OF BERNALIELO FILED FOR RECORD

1985 JAN -8 PM 3: 04

EXHIBIT "B" COL

AECOBORN WEDGE TUTY

FILED WITH CITY CLERK'S OFFICE

1/8/85 du

### DEDICATION DEED (LOWELL STREET)

AND

#### GRANTS OF EASEMENT

AMERIWEST CORPORATION, A New Mexico Corporation

("AMERIWEST" which term includes its successors and assigns) for good and sufficient consideration grants to the CITY OF

ALBUQUERQUE ("CITY") whose address is P.O. Box 1293, Albuquerque,

New Mexico 87103, that certain real property situate in

Bernalillo County, New Mexico, more particularly described in

Exhibit "A" attached hereto and incorporated herein by reference,

("PROPERTY").

AMERIWEST hereby reserves a temporary easement (the "TEMPORARY EASEMENT") for full and exclusive possession and control of the PROPERTY subject to any public utility purposes needed by the CITY. This TEMPORARY EASEMENT shall continue in force until such time as the CITY makes a formal determination (the "DETERMINATION") that it is necessary for the public health and safety to construct and open a public street over the PROPERTY. The DETERMINATION shall be made after a public hearing at which the public has had any opportunity to be heard. Notice of the public hearing shall be given in the manner then prescribed by the CITY'S subdivision ordinance for a public hearing, additionally the CITY shall give notice to PRICE and AMERIWEST. The DETERMINATION shall not be deemed made until a final decision has

been entered by the CITY'S governing body, if appealed to that body by a party of interest in accordance with the CITY'S then existing procedures. The TEMPORARY EASEMENT shall terminate upon the DETERMINATION being final. Any expenses associated with relocation or removal of guard stations or other appurtenances associated with a private street shall be borne by AMERIWEST.

THIS CONVEYANCE IS FURTHER SUBJECT TO: reservations, restrictions, and easements of record, including a drainage easement in favor of AMAFCA which is in existence and shall survive this conveyance and an easement which has been granted to AMERIWEST for passage of pedestrians across the PROPERTY and ad valorem taxes for 1984 and thereafter.

AMERIWEST agrees that it shall indemnify the CITY and hold the CITY harmless from claims or damages resulting from the use of the TEMPORARY EASEMENT, except when such claim or damage results from the negligence of the CITY. The CITY agrees that it shall indemnify and hold AMERIWEST harmless from claims or damages resulting from the use of the TEMPORARY EASEMENT which result from the CITY's negligence.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors and personal representatives of the parties hereto.

Notices required to be given by this conveyance are to be given at the following addresses unless written notice of change of address has been lodged with the other parties:

Ameriwest Corporation 6400 Uptown Boulevard, N.E. Suite 300-East Albuquerque, New Mexico 87110

David and Dallas Price c/o American Golf and Tennis Corp. 641 Sepulvada Boulevard Los Angeles, California 90049

WITH SPECIAL WARRANTY COVENANTS.

Executed the Stay of December 1984.

ACCEPTED:

AMERIWEST CORPORATION, a New Mexico corporation

CITY OF ALBUQUERQUE, a municipal corporation

By State Stat

STÂTE OF NEW MEXICO )
) ss.
COUNTY OF BERNALILLO)
The foregoing instrument was duly acknowledged before
me this 21st day of December, 1984, by Allan L. Whitesel ,
Vice President of AMERIWEST CORPORATION , a New Mexico corporation on behalf of said corporation.
Stephaner F. Filmer
Notary Public
My Commission Expires:
u \$2-6-860
A state of the sta
To paragramme 1 and 1 an
CMAMB OF NEW MEYECO
STATE OF NEW MEXICO ) ) ss.
COUNTY OF BERNALILLO )
The foregoing instrument was acknowledged before me this day of December, 1984, by Frank A. Kleinhenz, Chief
Administrative Officer of the City of Albuquerque, a municipal corporation on behalf of said corporation.
Corporation on behalf of said corporation.
Jel S. Grant
Notary Public
My Commission Expires:
12/19/08

A certain to tof land situate within projected Sec. 27, T11N, R4E, N.M.P.M., within the Elena Gallegos Grant, City of Albuquerque, Bernalillo County, New Mexico, being a portion of Tracts "O" and "L" and a portion of Open Space-5 as the same is shown and designated on the plat of TANOAN PROPERTIES filed in the office of the County Clerk of Bernalillo County, New Mexico on June 25, 1982 and being more particularly described by plat bearings and ground distances as follows:

BEGINNING at the northeast corner of the tract herein described, said corner being a point on the northerly boundary of said Tract mo" and also being a point on the northerly right-of-way of San Antonio Drive whence the projected Section Corner common to projected Sections 22, 23, 26, and 27 as shown on said plat of TANOAN PROPERTIES bears S89°36'20"E, 2606.00 feet and from said point of beginning running thence along the easterly boundary of the tract herein described, 500°23'40"W, 154.68 feet to a point of curvature; thence, 258.47 feet along the arc of a curve to the left having a radius of 566.00 feet and a chord bearing \$12°41'17"E, 256.23 feet to a point of tangency; thence, \$25.46'13"E, 257.54 feet to a point of curvature; thence, 432.94 feet along the arc of a curve to the right having a radius of 484.00 feet and a chord bearing S00°08'41"E, 418.65 feet to a point of reverse curvature; thence, 318.49 feet along the arc of a curve to the left having a radius of 416.00 feet and a chord bearing S03°32'53"W, 310.77 feet to a point of tangency; thence, S18°23'04"E, 252.09 feet to a point of curvature; thence, 641.79 feet along the arc of a curve to the right having a radius of 634.00 feet and a chord bearing S10°36'56"W, 614.74 feet to a point of reverse curvature; thence, 408.38 feet along the arc of a curve to the left having a radius of 566.00 feet and a chord bearing \$18.56.43.W, 399.58 feet to the southeast corner of the tract herein described, said corner being a point on the southerly boundary of said Tract "L" and also being a point on the northerly right-of-way of Academy Road, whence the southeast corner of said Tract L bears S89°36'55"E, 1927.11 feet; thence continuing along said southerly boundary and said northerly right-of-way, N89°36'55"W, 68.04 feet to the southwest corner of the tract herein described; thence leaving the southerly boundary of said Tract "L" and the northerly right-of-way of Academy Road and continuing along the westerly boundary of the tract herein described, 454.94 feet along the arc of a curve to the right having a radius of 634.00 feet and a chord bearing N19°03'31"E, 445.25 feet to a point of reverse curvature; thence, 572.96 feet along the arc of a curve to the left having a radius of 566.00 feet and a chord bearing N10°36'56"E, 548.80 feet to a point of tangeny; thence, N18°23'04"W, 252.09 feet to a point of curvature; thence, 370.55 feet along the arc of a curve to the right having a radius of 484.00 feet and a chord bearing NO3°32'53"E, 361.56 feet to a point of reverse curvature; thence, 372.11 feet along the arc of a curve to the left having a radius of 416.00 feet and a chord bearing NOO°08'41"W, 359.83 feet to a point of tangency; thence, N25°46'13"W, 257.54 feet to a point of curvature; thence, 289.52 feet along the arc of a curve to the right having a radius of 634.00 feet and a chord bearing N12°41'17"W, 287.01 feet to a point of tangency; thence, NOO 23' 40"E, 154.68 feet to the northwest corner of the tract N00°23'40°E, 154.68 feet to the northwest corner of the tract herein described, a point on the northerly boundary of said Tract "O" and also being a point on the southerly right-of-way of San Antonio Drive; thence continuing along said northerly boundary and said southerly right-of-way, S89°36'20"E, 68.00 feet to the point and place of beginning.

Tract contains 4.2529 acres, more or less.

Bohannan-Huston Inc. 4125 Carlisle Blvd., N.E. Albuquerque, NM 87107

December 13, 1984 Job No. 42390

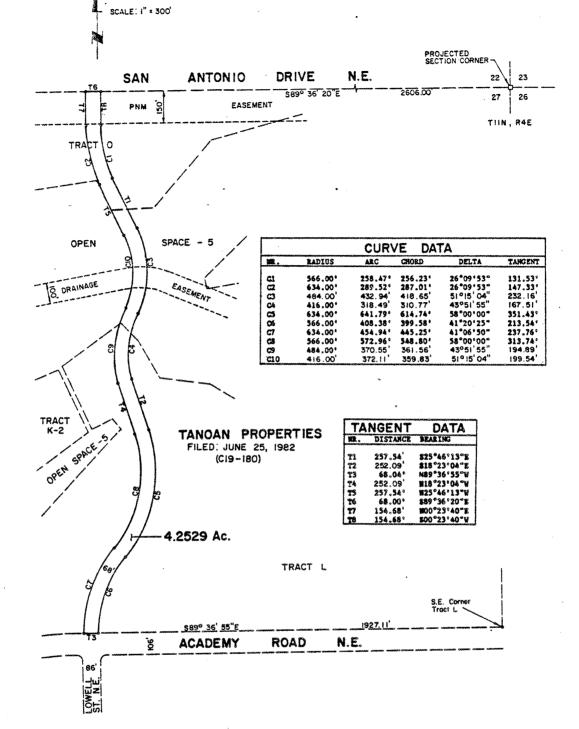
A. Dwain Weaver

No. 6544

OWAIN WEAVE

6544

FEO LAND



STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD

1985 JAN - 8 PM 3: 04

DOLORES C. WALLER CO. CLERIN S. RECORDED

JOB NO. 42390

**DECEMBER 13, 1984** 



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR
KEN SCHULTZ

CHIEF ADMINISTRATIVE OFFICER

DEPUTY CAO DEVELOPMENT & ENTERPRISE SERVICES DEPUTY CAO PUBLIC SERVICES

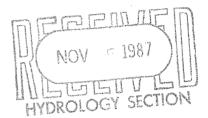
**GENE ROMO** 

LARRY LARRANAGA

DAN WEAKS

November 24, 1987

Mr. J. A. Chester, P.E. AmeriWest Corporation P. O. Box 25625 Albuquerque, NM 87125



RE: EUBANK/TANOAN GOLF COURSE EROSION CONTROL DEVICE; YOUR LETTER OF OCTOBER 23, 1987

Dear Mr. Chester:

We have researched City files in an effort to determine the circumstances and provisions relating to the existence of the subject erosion control or desilting pond. Our records indicate that in 1979 an unrestricted easement for storm drainage and flood control purposes was granted to Public Authority (AMAFCA) over the property on which the subject pond lies. Subsequently, in 1984, the portion of Eubank Blvd. Right-of-Way within which the subject pond lies was dedicated to the City of Albuquerque subject only to an easement for passage for vehicular and pedestrian traffic for golf course purposes and to an easement for a wall to be constructed by AmeriWest in addition to the AMAFCA easement mentioned previously. The pond in question thus appears to be constructed on public right-of-way and easements with no clear authorization for existence other than as a permitted private facility allowed to encroach on public right-of-way. It is our understanding that this facility was designed and constructed by AmeriWest as a responsibility to the golf course enterprise and that subsequent modifications were arranged by AmeriWest in continued fulfillment of such responsibility.

Unless your firm can present other documentation demonstrating a responsibility of public authority, either AMAFCA or the City, to maintain or in any other way be responsible for the pond, we must assume that the matter remains solely between your firm and the golf course enterprise for resolution.

Please note that all documentation presently apparent to the City indicates that perpetual and unrestricted use of the AMAFCA drainage easement and of the Eubank Right-of-Way are granted for drainage and flood control purposes and for street construction with the exceptions previously noted.

Mr. J. A. Chester, P.E. AmeriWest Corporation P. O. Box 25625 Albuquerque, NM 87125

Please advise if you have other information or have any questions regarding this matter.

Sincerely,

C. Dwayne Sheppard, Manager Hydrology-Special Projects

Planning Group

PUBLIC WORKS DEPARTMENT

CDS:mrk

xc: Bob Johnson, Tanoan

Fred Aguirre, Hydrology-Engineering, PWD

Richard E. Leonard, AMAFCA

file

### AmeriWest Corporation

625 Silver SW - Suite 200 - P.O - Box 25625 Albuquerque, NM 87125 - 505-242-3330

October 23, 1987

Mr. C. Dwayne Sheppard, P.E. City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103

Dear Mr. Sheppard:

In late 1985, AmeriWest designed an erosion control pond located at the Eubank R.O.W. and Tanoan Golf Course. This was required to protect the golf course since the City did not provide an erosion control device at the outlet of the 48 inch storm drain constructed in S.A.D. 204.

AmeriWest constructed the erosion control pond for a cost of 30,076.22 in February, 1986. Attached is the backup to this along with the approval by the City to construct the erosion control pond.

Since the pond has been constructed, the area around the pond between the golf course and Academy along Eubank has been developed. The Eubank R.O.W. has been sloped to drain toward the erosion control pond and this was approved by the City. These two factors have contributed to the over burdening of the pond and the subsequent need to clean out and reshape the pond. AmeriWest did this at our expense of \$4,706.25. (see attached)

The purpose of this letter is to notify the City that AmeriWest will no longer take responsibility for the erosion control pond in the Eubank R.O.W.. It is on City property and the pond handles drainage other than AmeriWest's.

To re-emphasize: The reason the pond was constructed was to handle the flow from the 48" pipe which is public drainage. It is the City's responsibility to deal with public runnoff therefore, the responsibility for the pond should be the City's.

Please let me know if you have any questions.

Sincerely,

RECEIVED

OCT 2 9 1987

Project Manager

Jav A. Chester, P.E.

PLANNING HYDROLOGY



### City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

April 18, 1985

Kerry Davis Bohannan-Huston, Inc. 4125 Carlisle Boulevard, NE Albuquerque, New Mexico 87107

RE: AMENDED MASTER CONVEYANCE STUDY FOR THE

ACADEMY/TRAMWAY/EUBANK SECTOR DEVELOPMENT STUDY (E-22/D7) SUBMITTED DECEMBER 20, 1985

Dear Mr. Davis:

For the record, the referenced drainage submittal is approved for Sector Plan sign-off.

I would like to take this time to thank you for the background information you provided me with. Your time and the background information was beneficial in the reviewing of this report.

If you have any questions or comments regarding this project, please call me at 766-7644.

Cordially,

Fred J. Aguirre, P.E Design Hydrologist

FJA/bsj

cc: Cleve Matthews

AmeriWest

MUNICIPAL DEVELOPMENT DEPARTMENT

DRAINAGE REPORT
FOR
DESERT CLASSIC
SUBDIVISION
TANOAN PROPERTIES



I, Kerry L. Davis, a New Mexico Registered Engineer in Civil Engineering, certify that the accompanying plan was prepared under my direction and is true and correct to the best of my knowledge and belief.

Kerry L. Davis, N.M.I

#### PURPOSE

The purpose of this report is to present the Drainage Management Plan for a collection of parcels identified by the third revision plat of the Tanoan Properties as Tract K-1-B, Tract K-3-A-1 and Tract K-4-B owned by Centex Homes Corporation, currently referred to as the Desert Classic Subdivision. The Development Process Manual and the provisions of the Storm Drainage Ordinance will be utilized to establish the plan.

#### SITE LOCATION AND DESCRIPTION

The Desert Classic Site is located north of Academy Road N.E., about one-half mile east of the intersection of Academy Road and Eubank Boulevard. The Development falls within the Academy/Tramway/Eubank Sector Development Plan, which gave approval for varying residential densities not-to-exceed a total of 397 units. The proposed development consists of 65' and 55' wide lots (5500 S.F. minimum) for single family homes. The sketch plat reviewed by the DRB on January 27, 1987, identified 157 65' lots and 137 55' lots for a total of 294 units. Figure 1 shows the location of the site as shown in the Zoning Atlas. Figure 2 shows the approved land use as shown on the Academy/Tramway/Eubank Sector Development Plan.

The proposed development is located on a high ridge that divides the Pino Arroyo Watershed from the Bear Tributary Arroyo Watershed. The underlying soils consists of coarse grained decomposed granitic soils within the Embudo and Tijeras series. The SCS Soil Survey identifies Embudo soils as "Generally found in drainageways and depressions, and the Tijeras Soil... on low ridges in narrow undulations." On both soils, runoff is medium and the hazard of water erosion is moderate. The soil type is "B". Figure 3 identifies the site on the SCS Soils Map.

#### HYDROLOGIC ANALYSIS

The previous Desert Classic development plan contained a hydrologic analysis and drainage design for the site. The newly proposed layout, shown on Plate 1, created new drainage basins and patterns. The original hydrologic analysis and design has been revised to reflect these changes.

Work performed by Bohannan-Huston, Inc. has utilized a modified version of the computerized watershed model "HYMO" to compute and route the flows generated within the basins identified on the proposed drainage plan (Plate 1). The rainfall used for this analysis was the one-hour, 100-year storm equal to 2.3". This storm was used in several previous reports, including the SAD-205 drainage analysis, and the previously approved plan for the Desert Classic site.

All hydrologic computations and the HYMO printout are included in Appendix A. The runoff generated within each of the basins calculated

by HYMO was checked using the rational method and correlations within 10% were obtained. A summary of flow rates is included on the first page of Appendix A.

# Drainage Management Plan

# OFF-SITE FLOWS

Two major basins have been included in the analysis as off-site contributory areas to the hydrology of Tract K-1-B. These are identified on Plate 2.

#### 1. Basin A-2

Basin A-2 is within the existing The Broadmoor at Tanoan. Construction of drainage facilities at The Broadmoor included a transverse grate inlet. The inlet connects to a storm sewer line which delivers the collected flows to the existing storm sewer line within the Desert Classic site.

Calculated peak flow from Basin A-2 is 36 cfs. This flow joins with runoff from Basin B (15 cfs) as it enters the storm sewer within the Desert Classic Subdivision.

# 2. Basin B

Basin B contains a golf course fairway and has an impervious area consisting of about 5-10% of the basin.

Routed flow from Basin A-2, along with runoff collected from Basin B, will be diverted into the Pino Arroyo through the storm sewer through Tract K-1-B mentioned previously. Plates IV and V are the as-built construction plans for that storm sewer with the newly computed hydraulic analysis of the pipe. These computations are shown on Page 7 of Appendix A.

#### ON-SITE FLOWS

There will be no on-site retention of any flow or runoff within the Desert Classic.

Runoff discharge from Basin IV, in the southern portion of Tract K-1-B, will flow southward on Country Club Drive through Country Club Estates to Academy Road. The approved Country Club Estates Drainage Report provides for this discharge.

On-site flows within Basin I will collect on Glen Oak and flow on to Desert Classic Lane. On-site flow from Basin II-A joins Basin I flow on Desert Classic Lane. The combined flow will be collected through a proposed storm sewer inlet at the eastern edge of Basin II-A, near the intersection of Pine Top Lane and Desert Classic Lane. The existing storm sewer will convey the flow through Tract K-1-B to the Pino Arroyo.

Discharge of Basins A-2, B, I, and II-A through the existing storm sewer line will necessitate removing the 188' 30" diameter pipe section at the outlet, and replacing it with a 188' 36" section. The pipe is designed for pressure conditions, and replacing the end section will prevent unacceptable surcharge conditions under the present analysis.

Remaining runoff within Basin II will collect on Pinetop Lane and Woodmar Lane and then flow on to Desert Classic Lane. This flow will join with runoff from Basins V-C and V-D. Desert Classic Lane will convey the flow to the eastern edge of Tract K-1-B where it will be discharged with storm sewer flows on to the Tanoan Golf Course (Pino Arroyo) through a sodded rundown over the sewerline easement. A cross section of the proposed rundown is shown on Plate 1. Flow from Basins V-A and V-B will collect on Desert Classic Way, proceed eastward, and also discharge through the sewerline easement on to the Tanoan Golf Course (Pino Arroyo). Peak flow rates during a 100-year, 1 hour 2.3" storm on to the Tanoan Golf Course, as determined with HYMO, are 70.5 cfs from the storm sewer, and 64.5 cfs from street flow. The total flow on to the Pino Arroyo is less than the 159 cfs approved within the Country Club Estates Drainage Report.

Runoff along the perimeters of the Desert Classic Subdivision will discharge directly on to the Golf Course, as allowed by the provisions of the multiple use easement contained in Appendix B.

Proposed preliminary street grades are shown on Plate 2, and flow section rating curves with capacities are included in the Appendix, as is a rating curve for the sodded rundown. On-site collected flows, correspond to a street depth of about .5' with a 3% slope, which is well below 100-year street criteria.

### ON-SITE GRADING

A Preliminary Grading Plan is presented with this report on Plate 2. The lots sloping sharply to the Pino Arroyo will require the use of slope area and retaining walls to facilitate the addition of Lots 135, 136, and 137. Slope areas will also be required as noted between Basins III and V due to existing steep grades. No onsite slopes will exceed 3:1.

Rear yard swales wil be used in several locations to collect and divert runoff. Construction of sidewalk culverts will facilitate discharge of this collected flow into the adjacent streets as noted below. Location of the rear yard swales is listed below. Further details and locations can be found on Plate 2.

Rear Yard Runoff From Lots	<u>Delivered To</u>
1, 2, 3, 4	Woodmar Lane
39, 38, 37, 34	Fairington Way
68, 69, 70, 71, 72	Pine Top Lane

Rear Yard Runoff From Lots	Delivered To
39, 38, 37, 36	Sky Valley
125, 126, 127, 128	Sky Valley
77, 76, 75	Desert Classic Lane
126, 125, 124, 123	Desert Classic Lane
135	Desert Classic Way
145, 144	Desert Classic Lane

#### **PHASING**

Plate 3 shows the preliminary plat for the first phase of the Desert Classic Subdivision. Development of this phase requires constructing the inlet near the intersection of Pine Top Lane and Desert Classic Lane. To handle the increased flow, replacement of the pipe section at the outlet (as discussed earlier) will also be required during this phase.

Phase I construction will cause some runoff from the western end of Desert Classic Lane to be discharged through the existing temporary channel along the storm sewer alignment. A rip-rap pad will be placed at the western end of Desert Classic Lane to prevent undue erosion. Design of this rip-rap pad will accompany the construction plans for Phase I.

Mass grading of the site is a possibility during the first phase of construction. Should this situation arise, proper erosion prevention will be instituted. A final grading plan will be submitted for each phase prior to a request for rough grading approval.

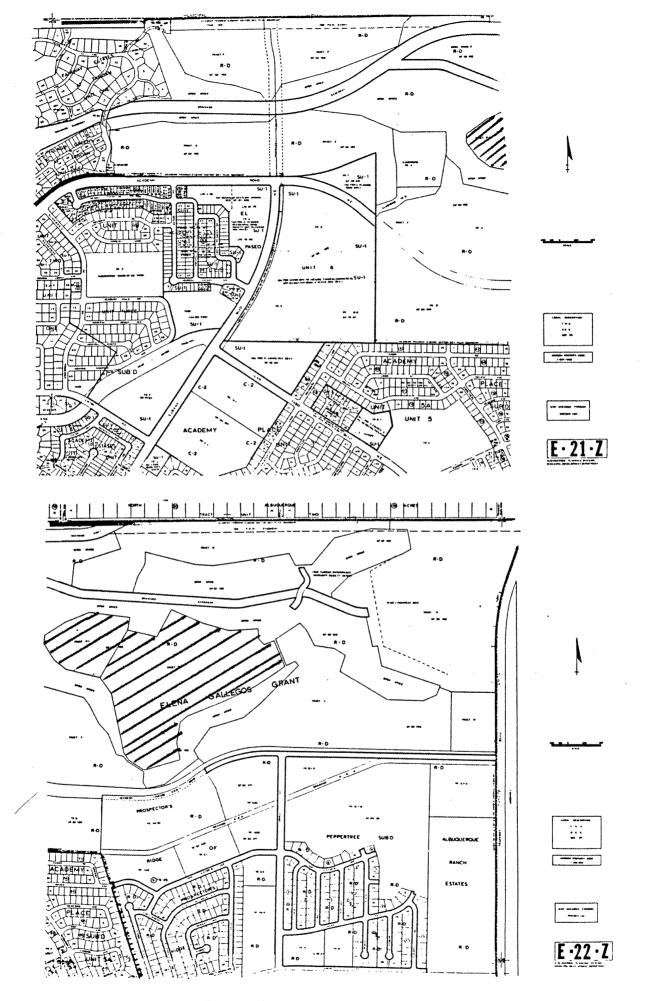


Figure 1: Site Location Source: Albuquerque Zoning Atlas

# HYMO HYDROLOGICAL PARAMETERS

	HYD	LENGTH	SLOPE	AREA	TC	TP	K	
BASIN	#	FT.	FT/FT	MI -	HRS	HRS	HRS	CN
A-2	102	1300	0.038	0.019	0.114	0.076	0.046	79
В	104	1400	0.039	0.0139	0.120	0.080	0.048	72
I	111	900	0.031	0.0062	0.093	0.062	0.037	80
II-A	112	350	0.014	0.0029	0.061	0.041	0.024	80
II-B	113	750	0.037	0.0073	0.076	0.050	0.030	80
II-C	114	250	0.036	0.0024	0.033	0.022	0.013	80
V-A	117	1000	0.032	0.0074	0.100	0.067	0.040	80
V-B	118	1050	0.039	0.0075	0.096	0.064	0.038	80
V-C	115	300	0.017	0.0034	0.050	0.034	0.020	80
V-D	116	650	0.042	0.0061	0.065	0.043	0.026	80

# HYDROLOGIC SUMMARY

	Proposed	Development	%	D.A.*	С	Qr**	Q Hymo
Basin	<u>Land Use</u>	<u>Density</u>	Impervious	Acres	<u>Factor</u>	<u>cfs</u>	<u>cfs</u>
A-2	Residential	4 DU/AC	43	12.2	0.54	36.2	36.6
В	Golf Course	Fairway	10	8.92	0.40	19.6	15.5
I	Residential	4 DU/AC	55	3.97	0.60	13.10	13.3
II-A	Residential	4 DU/AC	55	1.87	0.60	6.2	7.2
II-B	Residential	4 DU/AC	55	4.70	0.60	15.5	17.0
II-C	Residential	4 DU/AC	55	1.56	0.60	5.2	5.1
V-A	Residential	4 DU/AC	55	4.75	0.60	15.7	15.7
V-B	Residential	4 DU/AC	55	4.82	0.60	15.9	16.0
V-C	Residential	4 DU/AC	55	2.20	0.60	7.3	9.0
V-D	Residential	4 DU/AC	55	3.90	0.60	12.9	14.8
IV-A	Residential	4 DU/AC	55	2.14	0.60	7.1	
IV-B	Residential	4 DU/AC	55	3.13	0.60	10.3	
IV-C	Residential	4 DU/AC	55	3.75	0.60	12.4	
III	Residential	4 DU/AC	55	10.67	0.60	35.2	

<sup>\*\*</sup>Based on rainfall intensity  $i=(2.6[DPM 22.2 D-1] (6.84)(10 min)^{=0.51})$ i=5.50

<sup>\*</sup>Areas determined by preliminary hand measurement.

HOUTING OF BA		er en	
STORM SEWE	ie Collection	Overlan	d Flow
Basin A-2 inlet			
Dasin H-Z	5=0,02570		en e
	11 4 64	er en	ereg er sel
Basin B inlet	1	The second secon	we will be a second of the sec
IDASIN_B P P	T 5=0.016	and the second s	des es, cas, c
management of the second of th	13-42"	However, the second sec	www.ep/s.gc.wee.comercials.gc.scm.en
Manholes_	· <b>·</b>		Real TT D
and the second of the second o	5=0.0161 D=42" L=321,6	et in the second of the second	BASIN II B DA=0.0073 m
	5=0.02345		
Proposed inlet	D=30"		240'@
BASINS I : II A ~	L=10849	and the second s	5=0.05
	5=0.02345 D=30"	and the second s	
and the state of t	L= 258.26'		BASIN IIC
en e	5=0.03381	and the second of the second o	DA=0.0024 m
	D=30"	BASIN IT-A	400'
e de la companya de La companya de la co	L=369,74'	DA=0.0074 mi2	5=0,01
er er er framer i de en kan framer i de en er	S = 0.03786	1 2 1	
The second secon	D=30" L=369.75'	400'@	<b>V</b>
	5=0.0177	5=0.02	BASIN I-C
	D=30"		DA = 0.0034 mi
entre de la companya de la companya La companya de la co	L=369.75	100'€	650'C
		5=0.046	5=0.04
EXISTING	5= 0.0050		
30" Line	D=30"	BASIN I-B	Basin IID
Replace WITH	L= 187, 93'	DA=0,0075m2	DA = 0,0061 n
36"			
Company of the Control of the Contro			
<ul> <li>A section of the sectio</li></ul>			
	and the second of the second o		
		4	
		DISCHARGE TO TANOI	4 <i>N</i>
		GOLF Course	-
		(PINO ARROY	· · · · · · · · · · · · · · · · · · ·
		1	₹ <b>./</b>
		BOHANNAN-	HUSTON INC
PRO IFCT NAM	E DESERT C	MASSIC SHEET A-5	OF
PROJECT NO.		BY M Janes	

\_CH'D \_

\_\_\_\_Date \_

SUBJECT DRAINAGE REPORT

KOUTING	64	HYMO	resulted in	the	following:	(Peak	DISCHARGES
and the second second second second			* .		· / · · · · · · · · · · · · · · · · · ·		The second second
en e			and a great section of the second		r v r seeren en jour Tourie. Vien		

Overland routing:

BASIN	Que		Routed	apeal	<u> </u>
II-B	17.0		ا با المحادث ا المحادث المحادث المحاد		The second secon
II-C	5.1	- T	Z	Z.0 c	fs
V-C	9.0	and the second of the second o	or for the end of the con-	7.6	Andrew State of the Community of the Com
<b>D</b> -D	14.8		3.	<u>1.e</u>	
<u>V</u> -A	15.7		an south a subsequent war		
<b>∑</b> -B	16.0			26.2	

Total overland discharge onto Pino Arroyo: 64.5 cfs

STORM Sewer routing:

BASIN	apeak	Routed Opeak	Routed :	Added Openk
A-Z just before	36.6 cfs adding B:	36.1 cfs	The second of th	
<b>B</b> 2000 200	15.5 cfs			51.2 efs
I ! IFA	18.9 =fs			70.5 cfs
Outlet		69.5 cfs		

For more in depth information, see HYMO listing.



BOHANNAN-HUSTON INC.

PROJECT NAME DESERT	Classic	SHEET4	A-6 OF
PROJECT NO.		BY M. 3	Tones DATE 2/5/87
SUBJECT HYMO Resolls:	for DRAINAGE	CH'D	DATE

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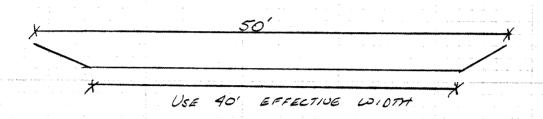
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			3	N				17071	* 1						1. 100 N	==				~			34956	<del> </del>	-	-	<u></u>

Flow from BASINS I : IT A included in storm sower line.
Q's as given in HYMO after rowting
Replace 30" segment and golf come of 36" (In: conflicted flow

# SODDED SWALE - 50 FEET WIDE

	MANN	INGS N=.(	259	SLOPE =	.0400		
POINT 1 2	DIST 0.00 5.00	ELEV 2.00 0.50	POINT 3 4	D1ST 25.00 45.00	ELEV POI 5 0.50	NT DIST 50.00	EDEV 2.00
	WSEL FT. 0.10 0.20 0.30 0.40 0.50 0.60 0.70 0.80 0.90 1.10 1.20	DEPTH INC 0.10 0.20 0.30 0.40 0.50 0.60 0.70 9.80 0.90 1.10 1.20	FLOW ARFT. 1.60 1.60 10.00 14.03 18.13 226.83 35.63	FLOW RATE (CFS 6! 4.10 26.0) 47.1 82.00 124.3 173.5 3.291.4 359.4 433.6	16.00 17.2.01 20.01 40.01 20.71 41.40 42.10 42.80 43.49 44.19 44.88	FLOW VEL (FPS) 1.61 2.56 3.36 4.06 4.72 5.84 6.78 8.45 10.22 10.94	TOPWID PLUS OBSTRUCTIONS 8.00 16.00 24.00 32.00 40.00 40.67 41.33 42.67 43.33 44.00 44.67
ria.	1.30 1.40 1.50 1.60 1.70 1.80	1.30 1.40 1.50 1.60 1.70 1.80	44.13 48.70 53.33 58.03 62.80 67.63	513.4 598.9 690.0 786.5 888.5 995.9	8 46.28 4 46.97 9 47.67 6 48.36 1 49.06	11.63 12.30 12.94 13.55 14.15 14.73	45.33 46.00 46.67 47.33 48.00 48.67
	1.90 2.00	$\begin{array}{c} 1.90 \\ 2.00 \end{array}$	72.53 77,50	1108.59 1226.50	9 49.76 50.45	15.28 15.83	49.33 50.00

# Weir computations for delivery of street flow to sodded rundown:



Using A STANDARD WELR EQUATION

$$Q = C LH^{3/2}$$
 where  $C = 3.33$  (english withs)
$$H = \left(\frac{Q}{CL}\right)^{2/3}$$

H= 0.620 ft

To ALLOW discharge into rundown, curbing should be left open at the rundown, with posts constructed to prevent vehicular access.



# BOHANNAN-HUSTON INC.

PROJECT NAME	_SHEET	A-9	OF
PROJECT NO.	_BY/	1 Jones	DATE

# GRANT OF EASEMENT (Multiple Uses)

THIS GRANT OF EASEMENT made this 25 day of June, 1982, by and between TANOAN ENTERPRISES, INC., a New Mexico corporation (hereinafter called the "Grantor"), and TANOAN LAND COMPANY, INC., a New Mexico corporation, and AFFILIATED MORTGAGE AND DEVELOPMENT COMPANY, a New Mexico corporation (hereinafter collectively called the "Grantee"),

# WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has this day bargained and sold and by these presents does sell, convey, and deliver unto Grantee, its assigns and successors in interest, a permanent easement over and across the property described in Exhibit "A" ("Easement Property") attached hereto and incorporated herein, for the purposes specified hereinbelow, all in accordance with the terms and conditions hereof.

This easement shall be appurtenant to, benefit, burden, and run with the properties of Grantee situate in Albuquerque, Bernalillo County, New Mexico, and situate north of Academy Road, N.E., east of Ventura Street, N.E., west of Tramway Boulevard, N.E., and south of the southern boundary of North Albuquerque Acres.

To have and hold the said right and easement for the uses and purposes as specified herein, unto Grantee, its successors and assigns, in perpetuity, unless sooner abandoned or the uses and purposes as specified herein are molonger served hereby.

- 1. Drainage Easement: Grantee shall, from time to time and during the existence of the term of this easement, have the right to discharge surface drainage water over, upon, and onto the Easement Property, which surface waters are generated or originate on Grantee's properties, or waters which Grantee must accept onto its property from adjoining properties pursuant to approved drainage plans or by operation of law. Grantee shall use reasonable efforts to assure that the volume and manner of discharge of such waters onto the Easement Property is done in such a manner and in such volumes and at such velocities as will not cause permanent damage to the Easement Property and to improvements located within the Easement Property. However, it is recognized that all or a portion of the Essement Property is designated by the Albuquerque Metropolitan Arroyo Flood Control Authority as an area which must accept and convey surface drainage waters from a wide area, in excess of the properties owned by Grantee, and Grantee's only liability or responsibility with regard to damage of the Easement Property shall be to comply in good faith with the provisions of this paragraph. In no event shall Grantee be liable for any damages of any kind or nature covered by flood or other insurance under any policy of insurance carried by Grantor or any other party maintaining insurance on the Easement Property.
- 2. Open Space: Grantee shall have the exclusive right, from time to time, to grant and place restrictive covenants on the Easement Property, in accordance with that Agreement with the City of Albuquerque dated the 2nd day of July, 1979, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Grantee shall have the exclusive right to any credits for open space acquired as a result of the filing of such covenants, and Grantor shall have no right or interest therein.

- 3. Underground Utilities: Grantee shall have the right at any time and from time to time to construct and locate underground utilities across the Easement Property as may be reasonably necessary for development and improvement of Grantee's property adjacent to or located in the vicinity of the Easement Property. Grantee shall have the right to grant or dedicate easements to public utilities or other such entities which may require easements for the servicing and maintenance of such utility lines. In the exercise of Grantee's rights hereunder, it is agreed as follows:
- a. Any construction within the easement will be done in such manner and at such times as will cause no unreasonable interference with the play of golf on the surface area or with Grantor's operations and use of the Easement Property.
- b. All cost of installation of the utilities and the restoring of the surface area to the condition in which it was found prior to the installation thereof shall be at the sole cost and expense of Grantee.
- c. Grantee shall cooperate with Grantor prior to the location, installation, and/or construction of any utilities so as not to unreasonably interfere with Grantor's operations or with its use of the Easement Property, and in all cases shall give Grantor not less than ten (10) days prior written notice of its intent to commence construction so as to allow Grantor to post proper notices or advise its members as to the project.
- d. Grantee shall hold harmless and indemnify Grantor from any cost for repairing the surface area of and improvements on the Easement Property as to any damage caused by the maintenance of the utility lines or other structures placed within the easement area.
- e. The scope of this essement for utilities shall be interpreted so as to give Grantee, or its assigns, the normal and customary rights generally granted to public utility companies or the City of Albuquerque for the installation of underground utilities within the City of Albuquerque.

Notwithstanding anything herein to the contrary, Grantor expressly retains the right to use the Essement Property for purposes of a golf course and related activities of its country club operations. As part of the consideration for this grant, the Grantee does hereby agree to release, defend, protect, indexnify, and hold Grantor harmless from any and all claims for damages, including reasonable attorney's fees, to third persons for whatever cause incidental to the exercise of Grantee's rights granted herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

TANOAN ENTERPRISES, INC., a New Mexico corporation

Its Die Ob

TANOAN LAND COMPANY, INC., a New Mexico corporation

110 crevit

AFFILIATED MORTGAGE AND DEVELOPMENT COMPANY, a New Mexico corporation

By Charles a Hargeling

STATE OF NEW MEXICO )  ss.
COUNTY OF BERNALILLO )
The foregoing instrument was duly acknowledged before me this 25 day of June, 1982, by CHARLES A. HAEGELIN, Executive Vice President of TANOAN ENTERPRISES, INC., a New Mexico corporation, on behalf of said corporation.
NOTARY PUBLIC
Hy commission expires:
may : , 15 g ·/
STATE OF NEW HEXICO ) COUNTY OF BERNALILLO )
The foregoing instrument was duly acknowledged before me this day of June, 1982, by CHARLES A. HAEGELIN, Executive Vice President of TANOAN LAND COMPANY, INC., a New Mexico corporation, on behalf of said corporation.
HOTARY PUBLIC
My commission expires:
May 6, 1994/
STATE OF MEN HEXICO

The foregoing instrument was duly acknowledged before me this 25 day of June, 1982, by CHARLES A. HAEGELIN, Executive Vice President of AFFILIATED HORTGAGE AND DEVELOPMENT COMPANY, a New Mexico corporation, on behalf of said corporation.

CHOTARY PUBLIC

My commission expires:

COUNTY OF BERNALILLO

may 6, 1984

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