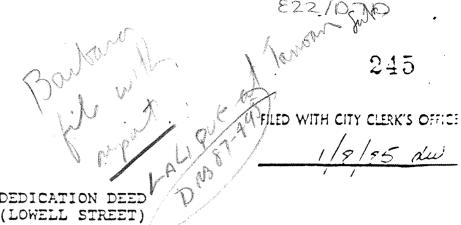
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LICHELL SIR

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 advalorem 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 Albuguergue, 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 35 day of December 1984.

	Lay of December 1984.		
	ACCEPTED: CITY OF ALBUQUERQUE,	AMERIWEST CORPORATION, a New Mexico corporation	
ر المان	Aminicipal corporation	By Minx, Milesel,	
거객	APPROVED:	Approved As To Form	
	ASSISTANT CITY ATTORNEY	City Attorney	
	TOWN A TENBUON FRAFFIC ENGINEER	ate: / 2/2//89	
	ATTESTA  Leading Same		
	City Cleak		

STATE OF NEW MEXICO )

SS.
COUNTY OF BERNALILLO)

The foregoing instrument was duly acknowledged before me this <a href="https://doi.org/10.1001/journal.org/line-nt-member-1984">1984</a>, by <a href="https://doi.org/10.1001/journal.org/

My Commission Expires:

STATE OF NEW MEXICO ) .

COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me 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

t of land situate within projected Sect A certa ... 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 TANDAN 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:

BEGINXING at the northeast corner of the tract herein described. said corner being 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 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. SDO\*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 SO0\*08'41"E, 416.65 feet to a point of reverse ourvature; 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, \$18.23.04 PE, 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 \$10.36.56 %, 614.74 feet to a point of reverse curvature; thence, 405.38 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 1 bears 589°36'55"E, 1527.11 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. #54.94 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, #45.25 feet to a point of reverse curvature; thence, 572.96 feet along the arc of a curve to the left having a radius 566.00 feet and a chord bearing N10\*36'56"E, 548.80 feet to a point of tangeny; thence, K18°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 416.00 feet and a chord bearing NOO-08'41"W, 359.83 feet to a point of tangency; thence, K25°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"H, 287.01 feet to a point of tangency; thence, NDC\*23'40"E, 154.66 feet to the northwest corner of the tract herein described, a point on the northerly boundary of said Tract 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. #125 Carliale Blvd., N Albuquerque, NH 87107 Ε.Σ.

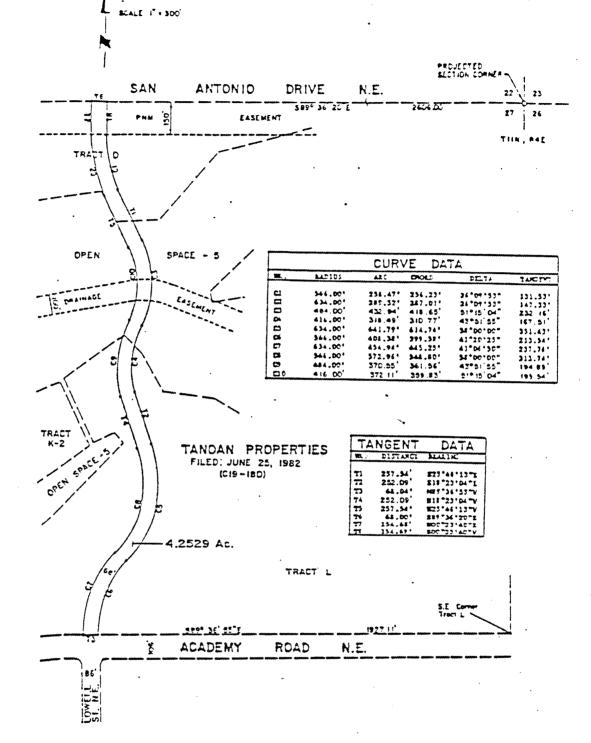
December 13, Job No. 42390

> THEIR No. 6544

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STATE OF NEW MEXICO COUNTY OF BERHALILLO-FILED FOR RECORD

1985 JAH - 8 PH 3: 04

COLORES CORDES

DECEMBER 13, 1984



237

FILED WITH CITY CLERK'S OFFICE

1/8/85 dw

DEDICATION DEED (LOWELL STREET)

CIA

### 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 "TEMPO-RARY 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 "DETERMINA-TION") 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 AMERIMEST. 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 form procedures. The TEMPORARY EASEMENT shall terminate upon the \_\_\_\_\_\_\_DETERMINATION being final.

THIS CONVEYANCE is further subject to an easement (the "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 advalorem 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 67110

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

WITH SPECIAL WARRANTY COVENANTS.

المائية المنافعة المن
Executed the 3/5 day of December, 1984.
ACCEPTED:
x built we
DAVID PRICE
CITY OF ALBUQUERQUE,
a municipal corporation
DALLAS PRICE
COPY BO MUNITURE VELLE WILL
rtile its
APPROVED:  APPROVED:
CLOVB Com/Man
Sity Attorney  ASSISTED CLTDY STEPOPHEY(
ASSISTANT CITY ATTORNEY Date: 2/21/84
(A) A. L.
TRAFFIC ENGINEER ATTEST:
STATE OF CALIFORNIA CITY CLERK)
) ss.
COUNTY OF LOS ANGELES)
The foregoing instrument was duly acknowledged before me this 16 m day of December, 1984, by DAVID PRICE.
The state of the s
B. E. C.
Notary Public
My Commission Expires: Deficial State
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PRINCIPAL OFFICE IN BUILDS ALIFER COUNTY
STATE OF OPENIA)
) \$5.
COUNTY OF Los Angelen
The foregoing instrument was duly acknowledged before
me this 1814 day of December, 1984, by DALLAS PRICE.
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Notary Public
My Commission Expires:
My Commission Expires:  CFEIGHAL SEAL ROBERT   R
NOTABLY FUELIC DALIFORNIAS
LOS ANGELES COUNTY &
Say commission explica oc. 20,1957 &

STATE OF NEW MEXICO )
COUNTY OF BERNALILLO )

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:

12/18/28

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, TANDAN 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, \$25°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 SOO 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 \$18.04.20.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, S54°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.

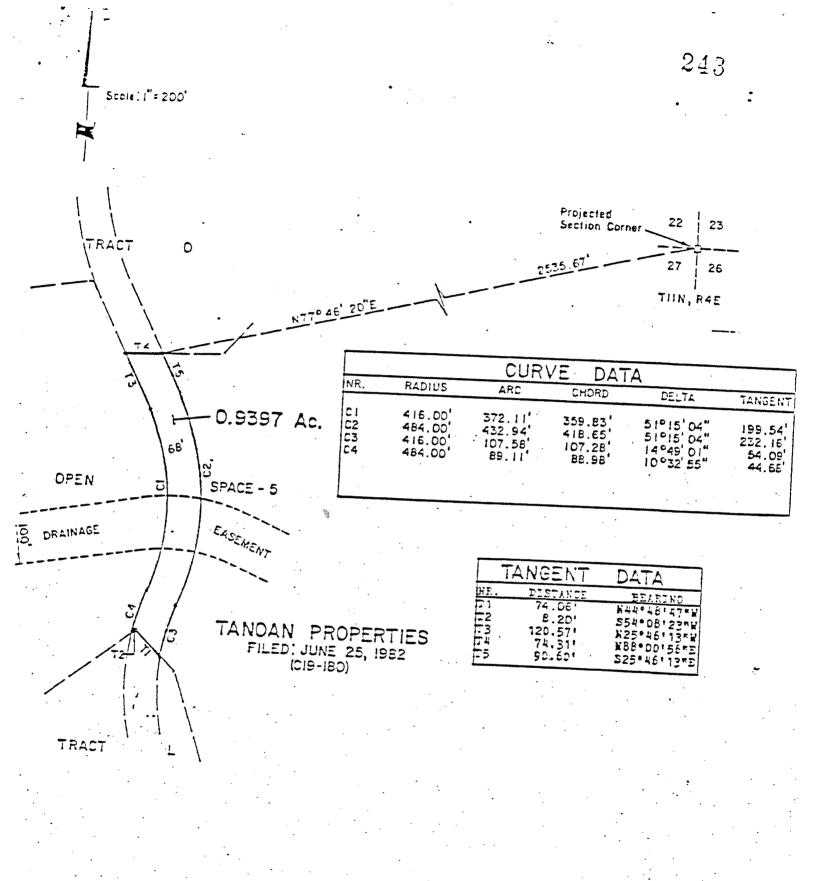
Tract contains 0.9397 acre, more or less.

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.

No. 65 Mag





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COUNTRY CLUB LANDS
AMENDED SUMMARY PLAT OF TANOAN PROPERTIES
FILED APRIL 19, 1984, BOOK C13, PAGE 165
CLUBHOUSE TRACT A-1
CLUBHOUSE TRACT B-1

III.

GOLF COURSE LANDS

AMENDED SUMMARY PLAT OF TANDAN PROPERTIES

FILED JUNE 25, 19E2, BOOK Cl9, PAGE 18D (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 HEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD

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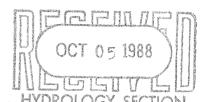
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# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 4, 1988



LETTER OF ACCEPTANCE FOR PRIVATE INFRASTRUCTURE PROLOGY SECTION

Mr. John Millick, President Centex Real Estate Corporation 5345 Wyoming Blvd. N.E., Suite 207 Albuquerque, NM 87109

RE: LALIQUE AT TANOAN

PROJECT NO. 3389

Dear Mr. Millick:

This is to acknowledge that the terms and conditions set forth in your Agreement to Construct Subdivision Improvements of private infrastructure between Centex Real Estate Corporation and the City of Albuquerque for the above noted project have been met. Concurrently, the private improvements have been certified by William L. Vreeke (Bohannan Huston) as being constructed in compliance with the plans and specifications approved by the City.

The Release of Agreement and Release of Financial Guarantee are being processed at this time and a copy of the documents will be forthcoming.

Should you have any further questions regarding this matter, please do not hesitate to contact Della Gallegos at 768-2515.

Sincerely

Walter H. Nickerson, Jr

Assistant Director,

Engineering Group, Public Works

cc: William L. Vreeke, Bohannan Huston
Fred Aguirre, Hydrology Division/Public Works Dept.
Project File

WN/dg/mw WP+1436

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E. Assistant Director Public Works

**ENGINEERING GROUP** 

Telephone (505) 768-2500

82 33715

# 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 no longer 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 Easement 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 easement 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 Easement 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, indemnify, 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

By Charles a Hargeing Its how is

TANOAN LAND COMPANY, INC., a New Mexico corporation

Thanks a Haggelin

AFFILIATED MORTGAGE AND DEVELOPMENT COMPANY, a New Mexico corporation

By Charles a Haggelin

STATE OF NEW MEXICO )
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

My commission expires:

STATE OF NEW MEXICO

STATE OF NEW MEXICO )

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 LAND COMPANY, INC., a New Mexico corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

COUNTY OF BERNALILLO

STATE OF NEW MEXICO

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

NOTARY PUBLIC

My commission expires:

may 6, 1984

## EXHIBIT "A"

Those certain five (5) parcels of land designated as "Open Space-1" through "Open Space-5" inclusive, as the same are shown and designated on Sheets 2, 3, 4, and 5, of the Amended Summary Plat of TANOAN PROPERTIES, Albuquerque, New Mexico, containing Sheets 1 through 5, inclusive, filed in the office of the County Clerk of Bernalillo County, New Mexico, on June 25, 1982, as Document No. 82-33172.

# OPEN-SPACE AGREEMENT

THIS AGREEMENT ENTERED into this and day of the company ("AMDEC") by and between AFFILIATED MORTGAGE & DEVELOPMENT COMPANY ("AMDEC") and TANOAN LAND COMPANY ("TANOAN") (hereinafter called "Owners") and the CITY OF ALBUQUERQUE, a municipal corporation formed pursuant to the laws of the State of New Mexico (hereinafter called "City").

WHEREAS, the Owners are owners of certain property located in Bernalillo County, New Mexico, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference, and which property lies within the platting and planning jurisdiction of City, and

WHEREAS, Owners and City are desirous of completing the over-all planning for such area under the sector development plan officially labeled the Eubank/Tramway/Academy Sector Development Plan and hereinafter referred to as the "Sector Development Plan", and

WHEREAS, City and Owners are desirous of entering into an agreement whereby the open-space requirements of Owner can be established in advance of the final approval and filing of plats for different areas within the sector plan and further to establish the text of the legal documents required to be filed to preserve open space in accordance with Section 40(h)(1) of the Comprehensive Zoning Code of the City of Albuquerque,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS OF THE PARTIES HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

- 1. That the property upon annexation to the City will be appropriately zoned so as to permit residential and related uses with open-space requirements of not more than 6,000 square feet of open space per dwelling unit, which requirement may be met by the following alternatives, the choice to be by Owners.
- a. Of the total 6,000 square feet, the following minimum amount of usable open space shall be on the lot with the dwelling; 200 square feet for each efficiency or one-bedroom dwelling, 250 square feet for each two-bedroom dwelling, and 300 square feet for each dwelling containing three or more bedrooms.
- b. Owners may elect to meet the requirement for open space in excess of that met on the lot upon which the dwelling unit is constructed by executing and delivering to the City an instrument in form and substance identical to the document entitled "Open Space Restrictive Covenants" attached hereto as Exhibit "B" which is incorporated herein by reference. Such detached open space need not be accessible to the residents of the related dwelling units or to the general public.
- 2. It is agreed that City will not change or amend, with regard to Owners' property, the requirements for open space as set out herein [or the uses thereof as allowed by the present zoning ordinance] as to any and all lands owned by Owners and located within the Sector Development Plan.
- 3. Upon application to the City for final plat approval as to any property within the Sector Plan, Owners or their respective assignees, shall present to the City a calculation of the open-space requirements for that particular plat. Such calculation shall specify the open space which will be located on the residential lot and the amount of open space which will be detached open space pursuant to Section 40(h) of the Zoning Ordinance. Owner shall further provide to City at the time of the application for final plat approval an executed copy of the restrictive covenants as attached hereto, describing the property

which in size and location meet the present requirements of Section 40(h) of the Zoning Code.

- 4. Upon verification of the City of the mathematical correctness of the calculations and regarding the location of the attached open space, the restrictive covenants shall be filed together with the final plat and upon such filing, Owners obligation with regard to open space pursuant to Section 18(f) and Section 40(h) of the Zoning Code shall be deemed fulfilled and completed.
- 5. It is understood and agreed that development of all property of Owners within the Sector Development Plan will not be accomplished immediately and will take place over several years after the date of execution of this Agreement. However, because of the substantial expenditure of monies in the planning and development, and improvement of the open-space area, Owners have acquired a "vested interest" in the plan for open space and provisions of Sections 18(f) and 40(h) of the Zoning Code, City agrees that such conditions, terms or requirements will not be changed or modified so as to adversely affect the interest of Owners as to any property within the Sector Development Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

AFFILIATED MORTGAGE &
DEVELOPMENT COMPANY

By Charles a Traccelin

Its Mars - W. P.

TANOAN LAND COMPANY

By Chief Administrative Officer.

ATTEST:

City Clerk/Recorder

REVIEWED BY LEGAL DEPARTMENT:

748.262 ACKE PARCHE

SITUATE WITHIN

THE ELMHA GALLEGOS GRANT

AND WITHIN

PROJECTED SECTIONS 26, 27, 28, AND 29

TOWNSHIP 11 NORTH, RANGE 4 EAST

NEW NEXICO PRINCIPAL MERIDIAN
BERNALILLO COUNTY, NEW MEXICO
7/10/78

That certain parcol of land mituate within the Elena Galleyor Grant and situate within projected Soctions 26, 27, 28, and 29, Town-ship 11 North, Range 4 East, New Mexico Principal Meridian, Bernalillo County, New Hexico, which is more particularly described by metes and bounds as follows:

Beginning at the Northeast Corner of the purcel herein described at the point of intersection of the Nest Right-of-Way Line of Tramway Doulevard, N.E., and the Section Line common to Sections 23 and 26, Till, R4E, NNPH whence, the City of Albuquerque Honument designated "TUMBLE" (having New Hexico State Plane Coordinates, Central Zone of x=425,465.550 feet and y=1,513,470.010 feet) bears N 85\* 08' 17" W,

ALONG THE WEST RIGHT-OF-WAY LINE OF TRAMWAY BOULEVARD N.E.:

S 19° 31' 04" W, 728.11 feet to a Point of Curvature; thence,

Southwesterly 745.97 feet along the arc of a curve bearing to the left (said arc having a radius of 2,191.85 feet and a long chord which bears 5 09° 46° 04" W, 742.38 feet) to a Point of Tangency; thence,

"S 00° 01° 04" W, 1,219.00 feet to the Southeast Corner of the parcel herein described at the point of intersection of the West Right-of-Way Line of Tramway Boulevard N.E. and the Centerline of Academy Road, N.E., whence the City of Albuquerque Monument designated "2-E22" (having New Mexico State Plane Coordinates, Central Zone of x=425,462.462 feet and y=1,511,537.434 feet) beark N·30° 47' 02" W, 900.94 feet; thence leaving the West Right-of-Way Line of Tramway Boulevard, W.E.;

ALONG THE CENTERLINE OF ACADEMY ROAD, N.E.:

N 89\* 36' 56" W, 2,709.12 feet to a Point of Curvature; thence,

Southwesterly 1,000.00 feet along the arc of a curve bearing to the left (said arc having a radius of 1,432.40 feet and a long chord which bears 5 70° 23' 04" W, 979.82 feet) to a Point of Reverse. Curvature; thence,

Southwesterly 715.12 feet along the arc of a curve hearing to the right (said arc having a radius of 1,006.16 feet and a long chord which hears 5 70° 44' 45" K, 700.16 feet) to a Point of Tangency; thence,

N 88\* 53' 35" W, 877.80 feet to a Point of Curvature; thenco,

Northwesterly 976.58 feet along the arc of a curve bearing to the right (said arc having a radius of J.432.40 feet and a long thord which bears # 69° 21' 42" W, 957.78 feet) to a Point of Tangency; thence,

Exhibit """

.748.202 AC PARCEL Page Two July 10, 1978

N 49 49 48" W, 910.70 feet to a Point of Curvature; thence,

Northwesterly 1,000.00 feet along the arc of a curve bearing to the left (said arc having a radius of 1,432.40 feet and a long chord which bears N 69° 49' 48" W, 979.82 feet) to a Point of Tangency; thence,

N 89° 49° 40" W, 2,257.44 foot to a Point of Curvature; thence,

Southwesterly 572.40 feet along the arc of a curve bearing to the left (said arc having a radius of 798.70 feet and a long chord which bears 5 69° 38' 21" W, 560.23 feet) to a Point of Tangency; thence,

5 49° 06° 30" W, 838.23 feet to a Point of Curvature; thence,

. Southwesterly 893.15 feet along the arc of a curve hearing to the right (said arc having a radius of 1,295.97 feet and a long chord which hears \$ 68.51.06. W, 875.56 feet) to a Point of Tangency; thence,

S 88° 35' 42" W, 498.50 feet to the Southwest Corner of the parcel herein described at the point of intersection of the Centerline of Academy Road, N.E. and the Centerline of Layton Avenue, N.E. (also known as Ventura Street, N.E.); thence leaving the Centerline of Academy Road, N.E.,

ALONG THE CENTERLINE OF LAYTON AVENUE, N.E. (ALSO KNOWN AS THE CENTER-LINE OF VENTURA STREET, N.E.:

N D1 º 24 º 52" W, 1,145.08 feet to a Point of Curvature; thence,

Northwesterly 395.74 feet along the arc of a curve bearing to the left (said arc having a radius of 500.00 feet and a long chord which bears N 24° 05' 19" W, 385.49 feet) to a Point of Tangency; thence,

N 46° 45' 46" W, 410.43 foot to a Point of Curvature; thence,

Northwesterly 211.85 feet along the arc of a curve hearing to the right (said arc having a radius of 400.00 feet and a long chord which hears N 31\* 35' 23" W, 209.39 feet) to a Point of Tangency; thence,

N 16° 25' 01" N, 91.59 feet to the most Westerly Corner of the parcel herein described at the point of intersection of the Centerline of Layton Avenue, N.E. (Ventura Street, N.E.) and a projection of the South Right-of-Way Line of Harper Road, N.E.; thence leaving the Centerline of Layton Avenue, N.E. (Ventura Street, N.E.):

N 73° 34' 59" E, 44.00 [cet along the projected South Right-of-Way Line of Harper Road, N.E. to the point of intersection with the East Right-of-Way Line of Layton Avenue N.E. (Ventura Street, N.E.); thence,

N 16° 25' 01" W, 43.00 feet along the East Right-of-Way Line of Layton Avenue, N.E. (Ventura Street, N.E.) to the point of intersection of the East Right-of-Way Line of Layton Road, N.E. and the Projected Centerline of Harper Road, N.E.; thence,

748.262 ACRE PARCEL Page Three July 10, 1978

N 73° 34' 59" E, 279.54 feet to a Point of Curvature; thence,

Northeasterly 316.61 feet along the arc of a curve bearing to the right (said arc having a radius of 2,325.00 feet and a long chord which bears N 77° 29' 04" E, 316.37 feet) to a Point of Normalcy;

N'08° 36' 52" W, 336.73 feet to a Point of Curvature; thence,

Northwesterly 175.08 feet along the arc of a curve bearing to the right (said arc having a radius of 1,115.00 feet and a long chord which bears N 04° 06' 58" W, 174.90 feet) to a Point of Tangency; thence,

N 00° 22' 57" E, 292.58 feet to a point on the Section Line common to Sections 20 and 29, TllN, R4E, NMPN; thence,

5 89° 37' 54" E, 2,029.12 feet along the Section Line common to Sections 20 and 29, T110, R4E, NNPH to the Section Corner common to Sections 20, 21, 28, and 29, T110, R4E, NMCH (City of Albuquerque Honument designated "1-D21" with New Nexico State Plane Coordinates, Central Zone of x=415,462.45 feet and y=1,513,473.51 feet); thence,

5 89° 36° 36" E, 5,267.46 feet along the Section Line common to Sections 21 and 28, TllN, R4E, NMPN to the Section Corner common to Sections 21, 22, 27, and 28, TllN, R4E, NNPN (City of Albuquerque Honument designated "1-D22" with New Hexico State Plane Coordinates, Central Zone of x=420,727.86 feet and y=1,513,437.66 feet); thence,

\$ 89° 36' 42" E, 2,643.98 feet along the Section Line common to Sections 22 and 27, TllN, R4E, NMPM to the Quarter Corner common to Sections 22 and 27, TllN, R4E, NMPM (2 1/2" pipe designated "C"); thence,

S 89° 36' 20" E, 2,653.40 feet continuing along the Section Line common to Sections 22 and 27, TllN, R4E, NAPH to the Section Corner common to Sections 22, 23, 26, and 27, TllN, R4E, NAPH (projected); thereo,

5 89° 36' 20" E, 269.78 feet along the Section Line common to Sections 23 and 26, T11N, R4E, NHPN to the Northeast Corner and place of beginning of the parcel herein described at the intersection of the West Right-of-Way Line of Tramway Boulevard, N.E. and the Section Line common to Sections 23 and 26, T11N, R4E, NNPN.

Said parcel contains 748.262 acres, more or less.

-NOTE: All bearings of the preceeding description are based on the New Mexico State Plane Grid, Central Zone (Mean Delta Alpha = -00° 09° 21") and all distances are ground distances.

I, Cliff A. Spirock, New Mexico Registered Land Surveyor No. 4972 hereby certify that the above description was prepared by me and is true and correct to the best of my knowledge and belief.

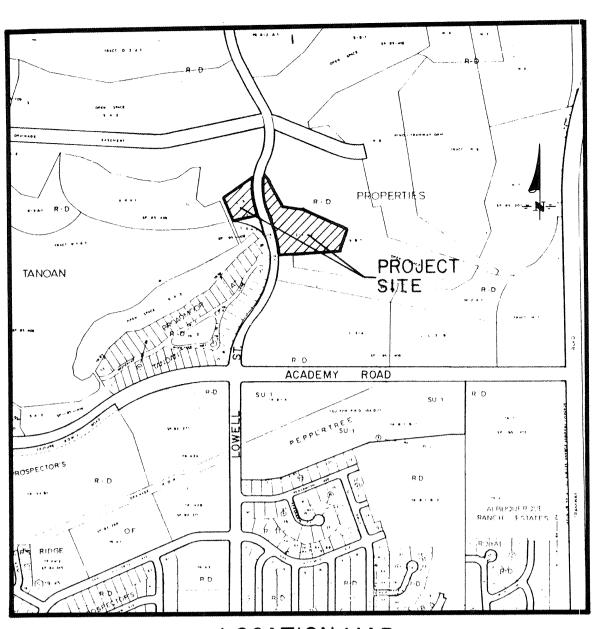
Cliff A. Spirock
N.M.L.S. #4972
COMMUNITY SCIENCES COMPORATION
Corrales, New Bexico



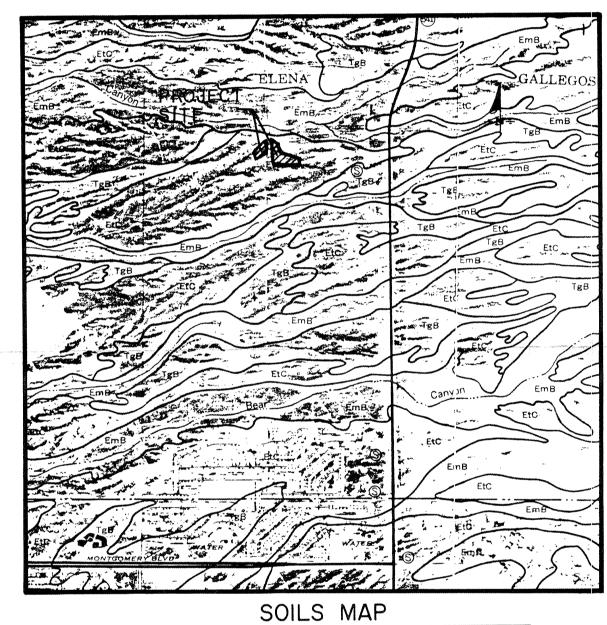
### RAINAGE INFORMATION SHEET

pen

PROJECT TITLE: Lalique	ZONE ATLAS/DRNG. FILE #: E-22/7			
LEGAL DESCRIPTION: Portions of Tract L-4-B and L-5-A of the Tanoan Properties				
CITY ADDRESS:				
ENGINEERING FIRM: Bohannan-Huston, Inc.	CONTACT: Kerry Davis			
ADDRESS: 7500 Jefferson, N.E., Courtyard	I PHONE: 823-1000			
OWNER: Centex Homes Corporation	CONTACT: Lynn Johnson			
ADDRESS: 5345 Wyoming Blvd., N.E., Suite	207 PHONE: 822-1011			
ARCHITECT:	CONTACT:			
ADDRESS:	PHONE:			
SURVEYOR:	CONTACT:			
ADDRESS:	PHONE:			
CONTRACTOR:	CONTACT:			
ADDRESS:	PHONE:			
YES  X NO  COPY OF CONFERENCE RECAPELLED PROJ. NO.  SHEET PROVIDED  AUG 11 1987  AUG 11 1987  PROJ. NO.  PROJ. NO.				
TYPE OF SUBMITTAL: CHECK TYPE OF APPROVAL SOUGHT:				
DRAINAGE REPORT	SKETCH PLAT APPROVAL			
X DRAINAGE PLAN	PRELIMINARY PLAT APPROVAL			
	SITE DEVELOPMENT PLAN APPROVAL			
	FINAL PLAT APPROVAL			
	BUILDING PERMIT APPROVAL FOUNDATION PERMIT APPROVAL			
	CERTIFICATE OF OCCUPANCY APPROVAL			
· ·	ROUGH GRADING PERMIT APPROVAL			
	GRADING/PAVING PERMIT APPROVAL			
	OTHER (SPECIFY)			
DATE SUBMITTED: August 11, 1987	NACONALIZATION DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION			



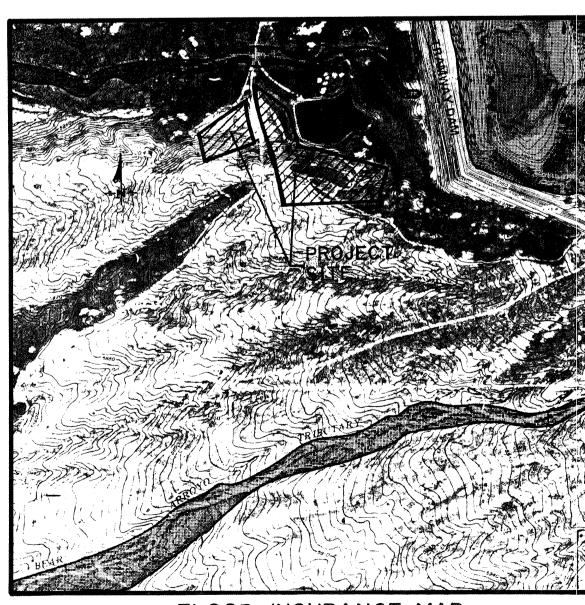
ZONE ATLAS MAP NO. E-22 NOT TO SCALE



REFERENCE: SCS BERNALILLO COUNTY SOIL SURVEY

SHEET 22

SCALE: I" = 2000'



FLOOD INSURANCE MAP

REFERENCE: FLOOD INSURANCE STUDY

SHEET 18

SCALE: I"= 500'

# DRAINAGE REPORT FOR LALIQUE AT TANOAN

PREPARED BY:
BOHANNAN-HUSTON, INC.

Area of Building =  $\frac{2(75 \times 60)}{43,560}$  = 0.21 Ac.

PUEPOSE

The purpose of this report is to outline the drainage management plan for the development of a 8.55 acre residential site referred to as the Lalique Subdivision at Tandan to be developed by Centex Homes Corporation. Chapter 22 of the Development Process Manual (DPM) has been used as a guide in the preparation of this plan. All of the discharge rates given in this report are for the 6-hour, 100-year storm, except where otherwise stated.

Lalique Subdivision is located on the Tanoan Properties and lies on both sides of the existing right of way of Lowell Street. It is about one-quarter of a mile North of existing Academy Foas NF, where Lowell Street currently becomes Sky Valley (See vicinity map upper left). The development falls within the boundaries of the Academy/Tramway/Eubank Sector Development Plan and is currently zoned for mixed residential uses with a maximum density of 20 DU/Acre. The proposed development is for 14 single family detached homes, yeilding a proposed density of approximately 1.6 DU/Acre. The site is bounded on the north, south and east by the Tanoan Golf Course, which will receive

Five of the proposed lots will be rough graded under the Desert Classic Phase I project to the west, and were included in the grading and drainage plan for that project. The five lots mentioned were to form the spoil site for the excess material generated by the grading of the Desert Classic Project.

The underlying soil types, as represented on the SCS soil map at the left-center, are Embudo-Tijeras Complex, which are classified as within soil group B. The site lies on a high ridge that separates the Pino Arroyo from the Bear Tributary Arroyo. Onsite undeveloped runoff currently flows freely across the site onto the adjacent gelf course or directly into Lowell Street. Runoff collected within Lowell Street is conveyed south to Academy Road. A portion of the site drains directly into the existing upper irrigation pend within the Tancan Golf Course, while the remainder discharges to the course west of Lowell Street. An existing 48" storm sewer within the Lowell Street right of way currently diverts undeveloped runoff from south of

the site and east of Lowell Street to the irrigation pond.

PROPOSED CONDITIONS

developed runoff from the project.

The site will be graded in order to more or less approximate the existing topography. The north boundary of lots 6 thru 9 will require large retaining walls in order to provide flat building pads adjacent to the arroyo bank overlooking the irrigation pond. A blook within the wall will be turned on edge along this boundary to allow each lot to dischurge rear yard runoff directly onto the adjacent golf course. The remaining onsite runoff will be collected by internal roadways and conveyed to the proposed intersection with Lowell Street, where inlets and connector pipes will deliver that runoff into the existing storm sewer.

The hydrologic analysis yielding peak runoff rates has been performed utilizing the rational method. The rainfall intensity has been computed from DPM Plates 22.2 D-1 and D-2 as follows:

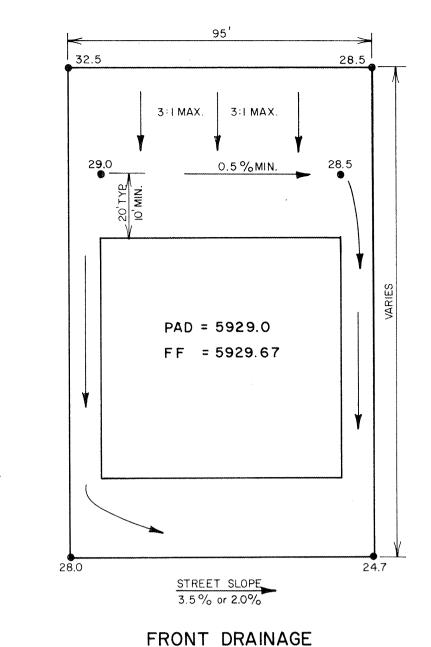
- 6-hour rainfall volume I=2.6" (DPM Plate 22.2 D-1)
   Minimum time of concentration Tc=10 minutes
- 3. Dimensionless rainfall intensity (DPM Plate 22.2 D-2)  $i = (2.6)(5.84)(1))^{-0.51} = 5.50$  DPM 22.2

Area of Streets = Ø Lawn and landscaping = 1.14 - 0.21 = 0.93 Ac. C = 0.37Q = (0.37)(5.5()(1.14) = 2.32 cfsTOTAL AREA = 1:46 AC. Area of Buildings =  $3/2(75\times60)$  = 0.15 Ac. Lawn and Landscaping = 1.46 - 0.23 - 0.15 = 1.08 Ac. Building = (0.90)(0.15) = 0.09C = 0.42 $Q = (0.42)(5.50)(1.46) = 3.37 \text{ c}^2\text{s}$ TOTAL AREA = 0,48 AC. Area of Buildings =  $\frac{3/2(75 \times 60)}{43.560}$  = 0.15 Ac. Area of Street = Ø Area of Lawn = 0.48 - 0.15 = 0.33 Ac. Building = (0.90)(0.15) = 0.28Street - (0.95)(0) = 0.0 Lawn = (0.25)(0.33)C = 0.45

Q = (0.45)(5.5)(0.48) = 1.19 cfs

TOTAL AREA = 0.39 AC. Area of Buildings = 4/2(75x75) = 0.26 Ac. Area of Lawn = 0.89 - 0.26 = 0.63 Ac. Building = (0.90)(0.26) = 0.26 C = 0.44Q = CIA: Q = (0.44)(5.50)(0.89) = 2.15 cfsBASIN 5 TOTAL AREA = 2.76 AC. Area of Buildings = 4/2(75x75) + 5(75x75) = 0.90 Ac. Area of Streets =  $(340)(32) + (45^2) = 0.40$  Ac. Area of Lawn = 2.76 - 0.90 - 0.40 = 1.46 Ac. C Factor: Buildings = (0.90)(0.90) = 0.29 $\frac{2.76}{}$ Street - (0.95)(0.40) = 0.14C = 0.56Q = (0.56)(5.50)(2.76) = 8.50 cfs

Runoff from Basin 5 will be collected in catch basins at the intersection of Baccarat and Lowell. A single type 'A' catch basin on each side of the road will collect a total of 6.6 cfs and convey it into the existing storm drain system within Lowell Street. The remaining 1.9 cfs will be discharged freely into Lowell Street and will flow north within Sky Valley and eventually be conveyed into the existing Pino Arroyo. The remaining basins will discharge runoff freely onto the golf course adjacent to the subdivision.



TYPICAL LOT DETAIL

NO SCALE

95'

BW 18.0

TW26.0

3:I MAX

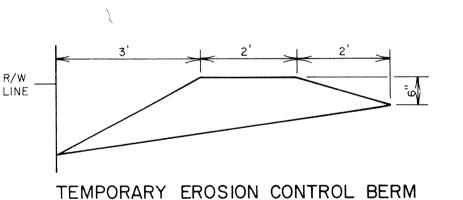
3:I MAX

3:I MAX

28.0

FF = 5929.67

STREET SLOPE
3.5% or 2.0%

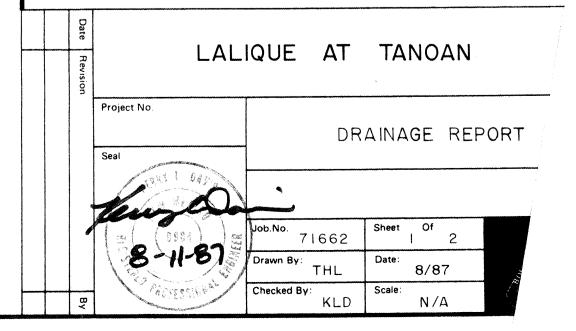


SPLIT DRAINAGE

TYPICAL LOT DETAIL

(TO BE PLACED ACROSS EACH LOT AT STREET SIDES)





7

