



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 30, 1992

PROJECT ACCEPTANCE LETTER

Tom McConnell
J.R. Hale Construction
P.O. Box 25667
Albuquerque, NM 87125

RE: LA VISTA GRANDE, PHASE IV, PROJECT NO. 4010.92

Dear Mr. McConnell:

The above referenced project has been completed according to the plans and specifications. The project consisted of the installation of 218 l.f. of 6" C-900 PVC water line on Arbustos Court with 3/4" water service to lots on Arbustos Court. Also, installed 250 l.f. of 8" storm drain line on Arbustos Court with 4" sewer service to lots on Arbustos Court N.E.. One (1) fire hydrant installed on Camino Arbustos N.E. with 3/4" water services to lots on Camino Arbustos, one (1) manhole built on Arbustos Court and another on Camino Arbustos. Curb and gutter, and residential paving was placed on Arbustos Court and Camino Arbustos. Storm drain requirements required placing 33 c.y. of reinforced concrete wall footing and 287 s.f. of CMU block wall on south boundary line on Camino Arbustos St.

The City of Albuquerque accepts the referenced project as a whole and the contractual correction period begins October 30, 1992. The correction period on this project is for one (1) year.

Sincerely,

Russell B. Givler, P.E.
City Engineer
Public Works Department

RBG:tjp

PUBLIC WORKS DEPARTMENT

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

ENGINEERING GROUP

FORM 688 2500

Letter of Completion, 4010.92

October 30, 1992

Page 2

cc: Tierra Engineering Consultants
Jim Hicks, Engineering Group, PWD
Mike Fellman, CIP Office
Denise Wilcox, Engineering Group, PWD
Fred Aguirre, Engineering Group, PWD
Lynda-Michelle DeVanti
Terri Martin, Engineering Group, PWD
Martin Barker, Engineering Group, PWD
Steve Gonzales, Special Assessments
A. N. Gaume, Operations Group, PWD
Sam Hall, Operations Group, PWD
Jim Fink, Operations Group, PWD
Ray Chavez, Engineering Group, PWD
Stuart Reeder, Water/Wastewater Group, PWD
Dave Parks, Engineering Group, PWD
Tom Kennerly, Engineering Group, PWD
Josie Gutierrez, New Meter Sales, Finance Group, PWD
Claudia Gallegos, Standby Clerk, Finance, PWD
Virginia Candelaria-Martinez, Human Rights
Richard Zamora, Engineering Group, PWD
f/Project No. 4010.92
f/Readers
f/Warranty:Contract

10/29
Contract Control # 9200428
Project # F22-003

CONTRACT COVER PAGE
FOR ALL
DEVELOPMENT PROCESS CONTRACTS/AGREEMENTS
ENGINEERING GROUP/PUBLIC WORKS DEPARTMENT
PROJECT REVIEW SECTION

Hydrology
F22-003

I. CONTRACT INFORMATION:

- A. TYPE OF AGREEMENT: LANDSCAPE AGREEMENT AND COVENANT
(and is it new/renewal/extension/change order?)
B. RFP NO./DATE RFP OPENED/DATE RFP APPROVED AND BY WHOM N/A
C. SELECTION ADVISORY COMMITTEE RECOMMEND DATE N/A
D. PARTIES: CITY and MR. + MRS. HAUQUITZ, MR. + MRS. NAVIA + THE JOHN B. ROBERTS
(name of contracting party) NEIGHBORHOOD ASSOC.
5207 VISTA DEL CERRO NE.
(name type of legal entity)
E. PROJECT, EVENT OR PURPOSE: LANDSCAPE AGREEMENT for maintenance
F. CONTRACT AMOUNT: _____
(and is amount due city or does city pay? If amount due City,
add Treasury office to distribution.)
G. CONTRACT TERMS, INCLUDING AMOUNT OF PAYMENTS _____
H. CONTRACT DATES: _____ EXPIRES: _____
I. FEDERAL TAX NUMBER: N/A
J. STATE OF NM TAX NUMBER: N/A
K. CITY OF ALBQ TAX REGISTRATION NUMBER: N/A

II BUDGET INFORMATION:

- A. ACTIVITY/PROJECT NUMBER: N/A
B. SOURCE OF FUNDS: N/A

III INSURANCE & BONDS INFORMATION:

- A. INSURANCE AND BONDS REQUIRED: _____

(and are all necessary policies/forms attached?)

IV. CAO AND/OR CITY COUNCIL:

- A. TECHNICAL/PROFESSIONAL RFP WAIVED? N/A
B. ARCHITECTURAL/ENGINEERING EMERGENCY SELECTION? N/A
CAO'S SIGNATURE OBTAINED ON THE ABOVE? N/A
C. EC/R NUMBER N/A DATES SUBMITTED N/A & APPROVED N/A

(This is side one of the contract cover page)

V. ROUTING INFORMATION:

	DATE DELIVERED	APPROVED BY	APPROVAL DATE
A. ENGINEERING (Hydrology)	10/25	<i>[Signature]</i>	10/30/91
B. CITY ATTORNEY	10/28	<i>[Signature]</i>	10/30/91
C. USER	10/31	OCG	
D. CAO			
E. USER			
F. COUNTY-FOR RECORDING (if applicable)			
G. USER			
H. CITY CLERK			

VI. DISTRIBUTION:

A. ENGINEERING

B. CITY CLERK

C. DEVELOPER

D. FILES

E. _____

DATE DELIVERED

VII. PROPERTY DESCRIPTION:

A. DESCRIPTION OF PROPERTY B/W LOTS 8 + 9 BLK 5

B. SUBDIVISION AND/OR LOCATION LA VISTA GRANDE

C. SUBDIVIDER OR DEVELOPER JOHN B. ROBERTS NEIGHBORHOOD ASSOC.

D. ADDRESS OR LOCATION OF PROPERTY 5207 VISTA DEL CERRO NE

E. NAME AND ADDRESS OF OWNER/SELLER/LESSOR/GRANTEE/ETC. _____

F. IF APPRAISED, NAME/ADDRESS OR APPRAISER AND BASIC OF APPRAISAL, INCLUDING RELATED VALUES N/A

G. IF TITLE SEARCH, NAME AND ADDRESS OF TITLE COMPANY N/A

H. EASEMENTS OR ENCROACHMENTS (& ARE THEY CITY OR OTHER?) N/A

I. RESTRICTIONS N/A

J. IF PROPERTY BEING SOLD, DATES DETERMINED NON-ESSENTIAL FOR MUNICIPAL PURPOSES N/A

K. SUBDIVISION IMPROVEMENT/SIDEWALK VARIANCE: INFRASTRUCTURE TO BE CONSTRUCTED _____

(This is side two of the contract cover page)

CITY OF ALBUQUERQUE

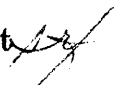
**LEGAL DEPARTMENT
(505) 768-4500**

October 22, 1991

INTER-OFFICE CORRESPONDENCE

REF:

TO: LyndaMichelle DeVanti, Project Administrator
Project Review, Public Works Department

FROM: Sylvia R. Fettes, Law Specialist 

**RE: LANDSCAPE AGREEMENT AND COVENANT
FOR MAINTENANCE**

Enclosed is an original Landscape Agreement and Covenant for Maintenance executed by the individual property owners and representatives of the John B. Roberts Neighborhood Association. Please process this Agreement for signature and after it is signed by the City, record same and return recorded copies to Mr. and Mrs. Hauquitz, Mr. and Mrs. Nauta and the John B. Roberts Neighborhood Association at the respective addresses shown in the Agreement.

Dan Hogan in Hydrology is familiar with this Agreement and can initial for Hydrology.

Please contact me if you have any questions regarding this matter.

SRF/lrn

3713LDF

Enclosure

91092920

**LANDSCAPE AGREEMENT
AND
COVENANT FOR MAINTENANCE**

This Agreement, among the City of Albuquerque, New Mexico, a municipal corporation ("City"), George and Jo Hauquitz, whose address is 5200 Camino Sandia, N.E., Albuquerque, New Mexico 87111, Charles and Barbara Nauta, whose address is 5201 Vista del Cerro, N.E., Albuquerque, New Mexico 87111 (collectively, the "Users") and John B. Roberts Neighborhood Association, an unincorporated association (the "Association"), whose address is 5207 Vista del Cerro NE is made in Albuquerque, New Mexico and is entered into as of the date of execution of this Agreement by the City's Chief Administrative Officer.

1. Recital. The Users are the owners of certain real property located at the addresses stated above ("Users' Property").

The City is the owner of a certain easement described as running between Lots 8 and 9, Block 5, La Vista Granda Subdivision as shown on Exhibit A attached hereto and made a part hereof ("City's Easement") adjoining, abutting or within Users' Property. The Users wish to install landscaping upon the City's Easement consisting of the following:

36 1 gallon size evergreen and/or deciduous plants ("the Improvement").

The City desires to participate in the beautification of the City's Easement and the enhancement of the neighborhood, and the parties wish to enter into this Agreement and Covenant

to establish the obligations and responsibilities of the parties.

2. City Responsibility. The City agrees to provide to the Users the plants comprising the Improvement at no cost to the Users.

3. Users' Responsibility. The Users agree to install the Improvement and to provide, at no cost to the City, all water, fertilizer, and pruning required to maintain the Improvement in an attractive and healthy condition. At no time shall the Users allow the condition of the Improvement to deteriorate or to constitute a hazard to any person or property.

4. Association's Responsibility. The Association agrees that it shall maintain the City's Easement free of any weeds and litter, and shall insure that the Improvement is maintained in accordance with Section 3 should the Users fail to do so.

5. City Use of City's Easement and City Liability. The City has the right to enter upon the City's Easement at anytime and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the Users. If the Work affects the Improvement, the City will not be financially or otherwise responsible to the Users or the Association. The City agrees that it shall use its best efforts to minimize any disturbance to the Improvement at such times as the City may perform Work on its Easement.

6. Inspection of Improvement. The City shall have no duty or obligation whatsoever to perform any inspection,

maintenance or other services with respect to the Improvement, it being the duty of the Users, the Association and their respective heirs, successors, and assigns to maintain the Improvement.

7. Demand for Remediation. The City may send written notice ("Notice") to the Users and the Association notifying such parties that the City considers a default to exist pursuant to the terms of this Agreement and Covenant. A default under this Agreement shall include but not be limited to a failure of the parties to remove trash and other debris from the City's Easement, a failure to maintain the Improvement in an attractive and healthy condition, or a breach of any other provision of this Agreement. The Users and/or the Association shall have 90 days from the date of the written Notice to remedy the defaults specified in the Notice. If the default specified is not cured within 90 days, the City may pursue any remedies available to it to enforce this Agreement and Covenant including a suit for specific performance.

8. Notice. For purposes of giving written notice to the Users and the Association, their addresses are stated in the first paragraph of this Agreement. Notice may be given to the Users and the Association either in person or by mailing the notice by regular U.S. Mail, postage paid. Notice will be considered to have been received by the Users and the Association within three (3) days after the notice is mailed if there is no actual evidence of receipt. The parties may change

their respective addresses by giving written notice of the change by Certified Mail, Return Receipt Requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico, 87103.

9. Termination of Agreement. Nothing contained in this Agreement to the contrary, if the City determines that the maintenance of the Improvement on the City's Easement conflicts with the use of its Easement, the City may remove the Improvement without any liability to the Users and the Association.

10. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution whereof or contemporaneous herewith.

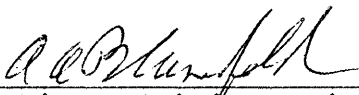
11. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by all parties.

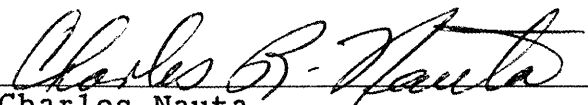
12. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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

CITY OF ALBUQUERQUE:

USERS:

By 
Chief Administrative Officer


Charles Nauta

Dated: 11/7/91

Dated: 9-19-91

APPROVED:

By *David J. Hicks*
 City Engineer 10-28-91

Barbara Nauta
 Barbara Nauta

Dated: 9-19-91

George Hauquitz
 George Hauquitz

Dated: 9/13/91

Jo Hauquitz
 Jo Hauquitz

Dated: 9/13/91

ASSOCIATION:

John B. Roberts Neighborhood
 Association

By *Marta Partridge*

Title President

Dated: 9-12-91

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 7th day of November, 1991, by Arthur A. Blumenfeld, Chief Administrative Officer of the City of Albuquerque, a New Mexico municipal corporation, on behalf of said corporation.

My Commission Expires:

4-2-94

Elsie Owens
 Notary Public

0008883

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

The foregoing instrument was acknowledged before me
this 26th day of September, 1991, by Charles Nauta.

Laura Cox
Notary Public Laura Cox

My Commission Expires:

12-6-92

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

The foregoing instrument was acknowledged before me
this 26th day of September, 1991, by Barbara Nauta.

Laura Cox
Notary Public Laura Cox

My Commission Expires:

12-6-92

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

The foregoing instrument was acknowledged before me
this 13 day of September, 1991, by George Hauquitz.

Leslie W. LaVigne
Notary Public

My Commission Expires:

2/5/94

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

-6-

3701F

91 NOV -8 AM 9:13

91-19-8878-8885
GLADYS M. DAVIS
CO CLERK & RECORDER

[Signature]
DEPUTY

0008884

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

The foregoing instrument was acknowledged before me
this 13 day of September, 1991, by Jo Hauquitz.

Leslie W. LaVigne
Notary Public

My Commission Expires:

2/5/94

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

The foregoing instrument was acknowledged before me
this 12th day of September, 1991, by Marti Partridge,
President of the John B. Roberts Neighborhood
Association, an unincorporated association, on behalf of said
association.

Patricia Ann Bates
Notary Public

My Commission Expires:

10-24-92

BANK TRANSIT NO.	\$ CHECKS	\$ CASH	NET	DATE	NAME	DESCRIPTION	RECEIVED BY
		49.00		8/19	City of Albany	91-929919-91-929919	<i>[Signature]</i>

IF (ENCIRCLED)
INDICATES CASH
RETURNED FOR
ADJUSTMENT TO
NET AMOUNT OF
ACTUAL PAYMENT



County of Bernalillo

COUNTY CLERK
ONE CIVIC PLAZA N.W.
ALBUQUERQUE, NEW MEXICO 87102

CC 57744

A
INVALID
WITHOUT
SIGNATURE

RETAIN THIS RECEIPT
FOR YOUR RECORDS

[Signature]
SIGNATURE

[illegible]

File: F22/D15B

LA

CIVIL AND SOILS
ENGINEERING
LAND SURVEYS AND
DEVELOPMENTS

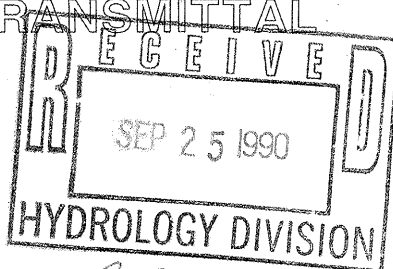


**TIERRA
ENGINEERING
CONSULTANTS,
INC.**

632 PASEO DE PERALTA
SANTA FE, NEW MEXICO 87501

505/982-2845

LETTER OF TRANSMITTAL



TO: Roger Green, P.E.
DRC Chairman
Public Works Department
City of Albuquerque

DATE	<u>9-20-90</u>	JOB NO.	
ATTENTION	<u>Mr. Roger Green</u>		
RE:	<u>La Vista Grande</u> <u>Subdivision Unit II</u>		

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	9-20-90	1	Drainage Covenant and Temporary Easement

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|---|---|
| ☐ For approval | ☐ Approved as submitted | ☐ Resubmit _____ copies for approval |
| ☐ For your use | ☐ Approved as noted | ☐ Submit _____ copies for distribution |
| ☐ As requested | ☐ Returned for corrections | ☐ Return _____ corrected prints |
| ☐ For review and comment | ☒ <u>For Legals Approval and Filing</u> | |

REMARKS

of Drainage Covenant

COPY TO

Gilbert Aldaz

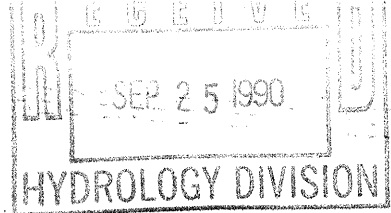
TIERRA ENGINEERING CONSULTANTS, INC.

SIGNED:

Urbano Castaneda
Project Manager

ORIGINATOR

DRAINAGE COVENANT



This Drainage Covenant, between Aicowood, A Joint Venture, comprised of Martin Development Corp., a New Mexico Corporation, and Donald D. and Willa E. Martin, Husband and Wife, ("Owner"), whose address is 2155 Louisiana Blvd., NE, Albuquerque, NM 87110, and the City of Albuquerque, New Mexico, a municipal corporation ("City") whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described in Exhibit B attached hereto and made a part hereof in Bernalillo County, New Mexico ("the Property").

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

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. F22/D15B:

Resilting and detention pond on Lots 35A, 36A, Block 5 and Lot 22, Block 13, Unit II, La Vista Grande.

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

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

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

5. Remedy for Construction Delays. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within 30 days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and any consequential damages which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount. (7)

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

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Acts and all other applicable New Mexico Laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's negligent maintenance, construction or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Agreement and the Owner's covenants contained herein shall continue in full force and effect until released by the City. The City agrees that it shall release this Agreement upon construction, satisfactory to the City, by the Owner of all infrastructure required to be constructed in La Vista Grande Subdivision Unit II. Satisfactory construction of required infrastructure shall be evidenced by a "Letter of Acceptance" issued by the City to the Owner accepting the improvements constructed for continuous maintenance by the City.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, its heirs, assigns, and successors from an assessment against Owner's Property for

improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

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

AICOWOOD, A Joint Venture
P.O. Box 35850
Albuquerque, NM 87176

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

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

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

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

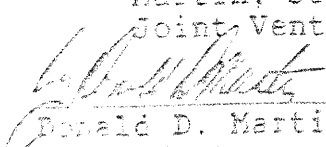
15. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

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

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

AICOWOOD, a New Mexico Joint Venture

By: Donald D. Martin and Wills E.
Martin, Joint Tenants, as a
Joint Venturer of AICOWOOD


Donald D. Martin, Joint Tenant of a
Joint Venturer

Willa H. Martin

Willa H. Martin, Joint Tenant of a
Joint Venturer

By: Martin Development Corp., A New
Mexico corporation, as a Joint
Venturer of AICOWOOD,

By: Michael S. Brescia

Michael S. Brescia, Vice President

STATE Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged, before me
this 13th day of September, 1990 by Donald D. Martin,
joint tenant of a joint venturer, on behalf of AICOWOOD, a
joint venture.

[Signature]
Notary Public

8301 E. Prentice Ave #210
Englewood, CO 80111

My Commission Expires:

October 13, 1991

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged, before me
this 13th day of September, 1990 by Willa H. Martin, joint
tenant of a joint venturer, on behalf of AICOWOOD, a joint
venture.

[Signature]
Notary Public

8301 E. Prentice Ave. #210
Englewood, CO 80111

My Commission Expires:

October 13, 1991

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

The foregoing instrument was acknowledged, before me this 14th day of September, 1990 by Michael S. Brescia, Vice President of Martin Development Corporation, a joint venturer, on behalf of Aicowood, a joint venture.



OFFICIAL SEAL
PAULA E. MARSHALL
NOTARY PUBLIC STATE OF NEW MEXICO
My Commission Expires 3/30/93

Paula E. Marshall
Notary Public

CITY OF ALBUQUERQUE:

Approved: _____

By: _____

Title: _____

Dated: _____

EXHIBIT "B"

LA VISTA GRANDE UNIT II

PHASE IV

Lots # 35 through 41 of Block 05	7 lots
Lots # 42a through 43a of Block 05	2 lots
Lots # 22 through 33 of Block 13	<u>12 lots</u>
	21 lots

TEMPORARY EASEMENT

This grant of Temporary Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] Alcwood, A Joint Venture, Comprised of Martin Development Corp., a New Mexico Corporation, and Donald D. and Wille L. Martin, Husband and Wife ("Grantor"), whose address is 2155 Louisiana Blvd., NE, Suite 8000

and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Temporary Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] See Exhibit "B". in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a temporary easement ("Temporary Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] Temporary Drainage Easement. See Exhibit "A".

The Temporary Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Temporary Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Temporary Easement on the ground.]

The grant of the Temporary Easement includes the right of the City to enter upon the Temporary Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Temporary Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Temporary Easement is not a gift or donation.

This Temporary Easement is worded pursuant to the provisions of 1947-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Ownership Offer. Grantor states that it is the owner in fee simple of the Property and that it has a good lawful right to convey the Property or any part thereof.

Approved by Legal Dept.

4. Binding on Grantor's Property. The grant and other provisions of this Temporary Easement constitute covenants running with the land for the benefit of the City and its successors and assigns until terminated.

5. Termination of Temporary Easement. This Temporary Easement shall remain in effect until [state date of termination or event which will cause Temporary Easement to end:] upon issuance of City Work Order - La Vista Grande Phase IV ("Termination"). Upon Termination and demand by the Grantor the City will execute and deliver to Grantor a release of this Temporary Easement.

6. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Temporary Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Temporary Easement and the Property.

7. Form Not Changed. Grantor agrees that changes to this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

GRANTOR: AICOWOOD, A New Mexico
Joint Venture

APPROVED

BY: _____
TITLE: _____
DATED: _____

BY: Donald D. Martin and Willa H. Martin
Joint Tenants, as a Joint Venturer
of AICOWOOD

Donald D. Martin
Donald D. Martin, Joint Tenant of
a Joint Venturer

Willa H. Martin
Willa H. Martin, Joint Tenant of
a Joint Venturer

BY: MARTIN DEVELOPMENT CORP., A New
Mexico Corporation, as a Joint
Venturer of AICOWOOD

BY: Michael E. Arendia
Michael E. Arendia, Vice President

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th
day of September, 1990, by Donald D. Martin
Joint Tenant, of Aldowood, A New Mexico Joint Venture,

[Signature]
Notary Public

8301 E. Prentice Ave. #210
Englewood, CO 80111

My Commission Expires:

October 13, 1991

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th
day of September, 1990 by Willa H. Martin
Joint Tenant, of Aldowood, A New Mexico Joint Venture,

[Signature]
Notary Public

8301 E. Prentice Ave. #210
Englewood, CO 80111

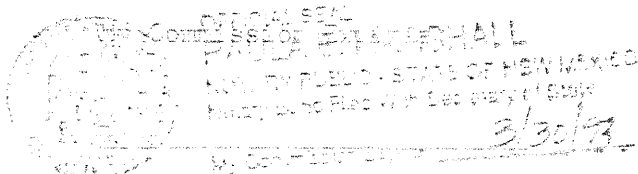
My Commission Expires:

October 13, 1991

STATE OF New Mexico)
) ss
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 14th
day of September, 1990 by Michael S. Enosola
Vice President, of Martin Development Corp.

[Signature]
Notary Public



MARTIN DEVELOPMENT CORP.
ACTION OF THE BOARD OF DIRECTORS
TAKEN BY UNANIMOUS CONSENT

Effective September 11, 1990

Pursuant to Section 53-11-43, NMSA, 1978, the New Mexico Business Corporation Act, as amended, the Board of Directors of MARTIN DEVELOPMENT CORP., a New Mexico corporation, unanimously consents to the adoption by the Board of Directors of the following resolutions:

BE IT RESOLVED by the Board of Directors of MARTIN DEVELOPMENT CORP. as follows:

WHEREAS, AICOWOOD is a joint venture composed of MARTIN DEVELOPMENT CORP., a New Mexico corporation, and DONALD D. MARTIN and WILLA H. MARTIN, husband and wife, as joint tenants.

WHEREAS, the City of Albuquerque, New Mexico, requires that certain Drainage Covenant, a copy of which is attached hereto, made a part hereof, and labeled Exhibit A, be executed between itself and AICOWOOD to ensure construction of the requisite infrastructure in LA VISTA GRANDE SUBDIVISION UNIT II.

WHEREAS, AICOWOOD and the City of Albuquerque have agreed upon the content and form of the Drainage Covenant (Exhibit A).

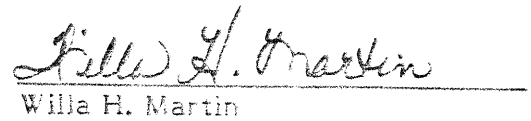
NOW, THEREFORE, be it resolved by this Board of Directors as follows:

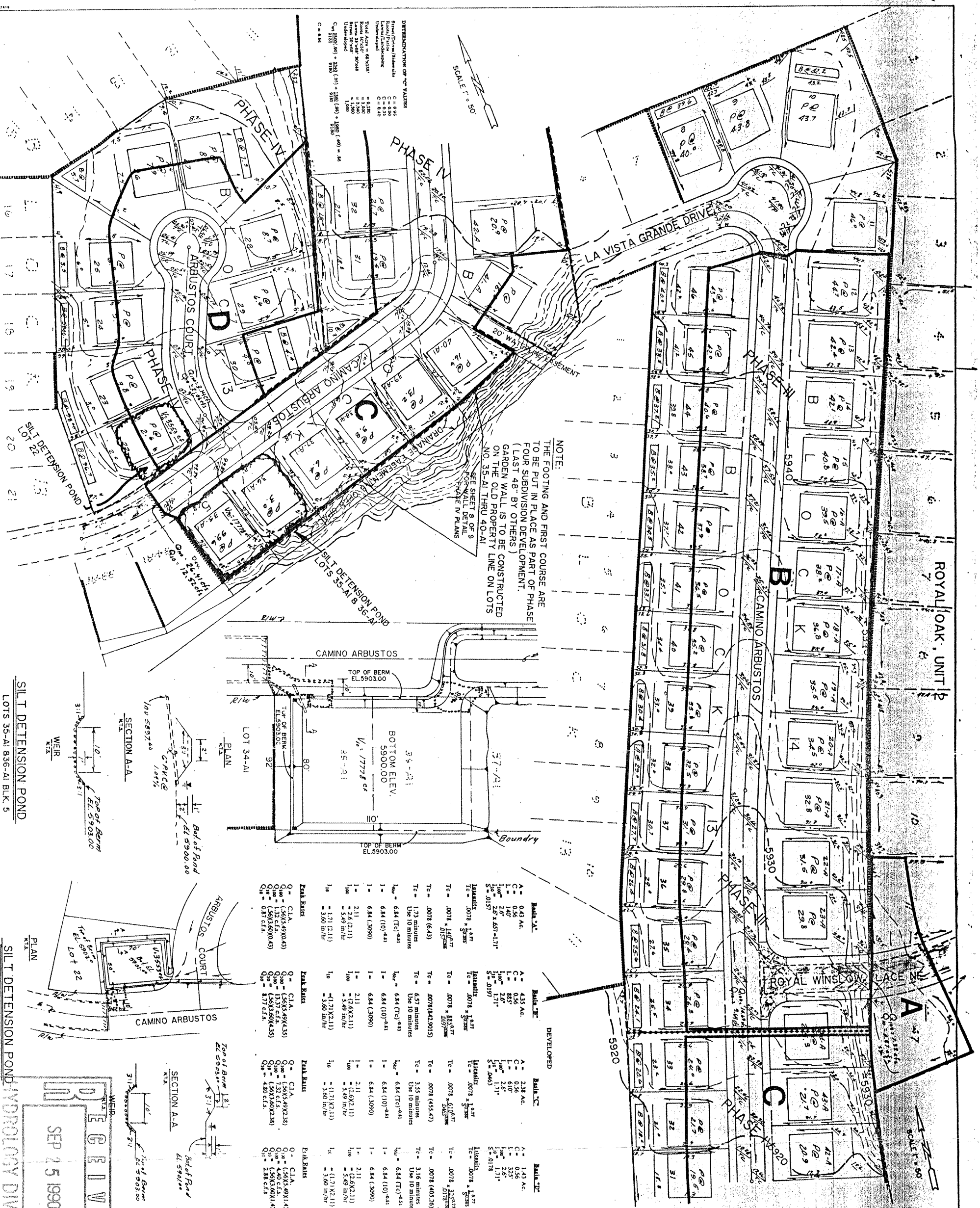
1. That the proposed Drainage Covenant (Exhibit A) by and between AICOWOOD and the City of Albuquerque, New Mexico, be, and it hereby is approved.
2. That this corporation, and joint venturer therein and thereof, be, and it hereby is, authorized to execute and deliver the proposed Drainage Covenant.
3. That the officers of this corporation be, and they hereby are, authorized to act for and on behalf of this corporation, a joint venturer therein and thereof, to execute and deliver the proposed Drainage Covenant.

Action of the Board of Directors
Taken by Unanimous Consent
Effective September 11, 1990
Page 1

Signed by all of the members of the Board of Directors of MARTIN DEVELOPMENT CORP., a New Mexico corporation, effective as of September 11, 1990.


Donald D. Martin


Willa H. Martin

[illegible]

9077944

TEMPORARY EASEMENT

9100371
5290

Proj. No. 4010.80

This grant of Temporary Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] Alicowood, A Joint Venture, Comprised of Martin Development Corp. a New Mexico Corporation, and Donald D. and Wille H. Martin, Husband and Wife ("Grantor"), whose address is 2155 Louisiana

Blvd., NE, Suite 8000

and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Temporary Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:]

See Exhibit "B". in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a temporary easement ("Temporary Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] Temporary Drainage Easement. See Exhibit "A".

The Temporary Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Temporary Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Temporary Easement on the ground.]

The grant of the Temporary Easement includes the right of the City to enter upon the Temporary Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Temporary Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Temporary Easement is not a gift or donation.

This Temporary Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Ownership Offer. Grantor states that it is the owner in fee simple of the Property and that it has a good lawful right to convey the Property or any part thereof.

(Approved by Legal Dept.)

4. Binding on Grantor's Property. The grant and other provisions of this Temporary Easement constitute covenants running with the land for the benefit of the City and its successors and assigns until terminated.

5. Termination of Temporary Easement. This Temporary Easement shall remain in effect until [state date of termination or event which will cause Temporary Easement to end:] upon issuance of City Work Order - La Vista Grande Phase IV ("Termination"). Upon Termination and demand by the Grantor the City will execute and deliver to Grantor a release of this Temporary Easement.

6. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Temporary Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Temporary Easement and the Property.

7. Form Not Changed. Grantor agrees that changes to this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

APPROVED

BY: *Russell E. Linder* *SL*
 TITLE: City Engineer
 DATED: 9-27-90

GRANTOR: AICOWOOD, A New Mexico
 Joint Venture

BY: Donald D. Martin and Willa H. Martin
 Joint Tenants, as a Joint Venturer
 of AICOWOOD

Donald D. Martin
 Donald D. Martin, Joint Tenant of
 a Joint Venturer

Willa H. Martin
 Willa H. Martin, Joint Tenant of
 a Joint Venturer

BY: MARTIN DEVELOPMENT CORP., A New
 Mexico Corporation, as a Joint
 Venturer of AICOWOOD

BY: *Michael S. Brescia*
 Michael S. Brescia, Vice President

STATE OF Colorado)
) ss
 COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th
 day of September, 1990, by Donald D. Martin,
Joint Tenant, of Aicowood, A New Mexico Joint Venture,

[Signature]
 Notary Public

8301 E. Prentice Ave. #210
 Englewood, CO 80111

My Commission Expires:

October 13, 1991

STATE OF Colorado)
) ss
 COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th
 day of September, 1990 by Willa H. Martin,
Joint Tenant, of Aicowood, A New Mexico Joint Venture.

[Signature]
 Notary Public

8301 E. Prentice Ave. #210
 Englewood, CO 80111

My Commission Expires:

October 13, 1991

STATE OF New Mexico)
) ss
 COUNTY OF Bernalillo)

The foregoing instrument was acknowledged before me this 14th
 day of September, 1990 by Michael S. Brescia,
Vice President, of Martin Development Corp..

[Signature]
 Notary Public

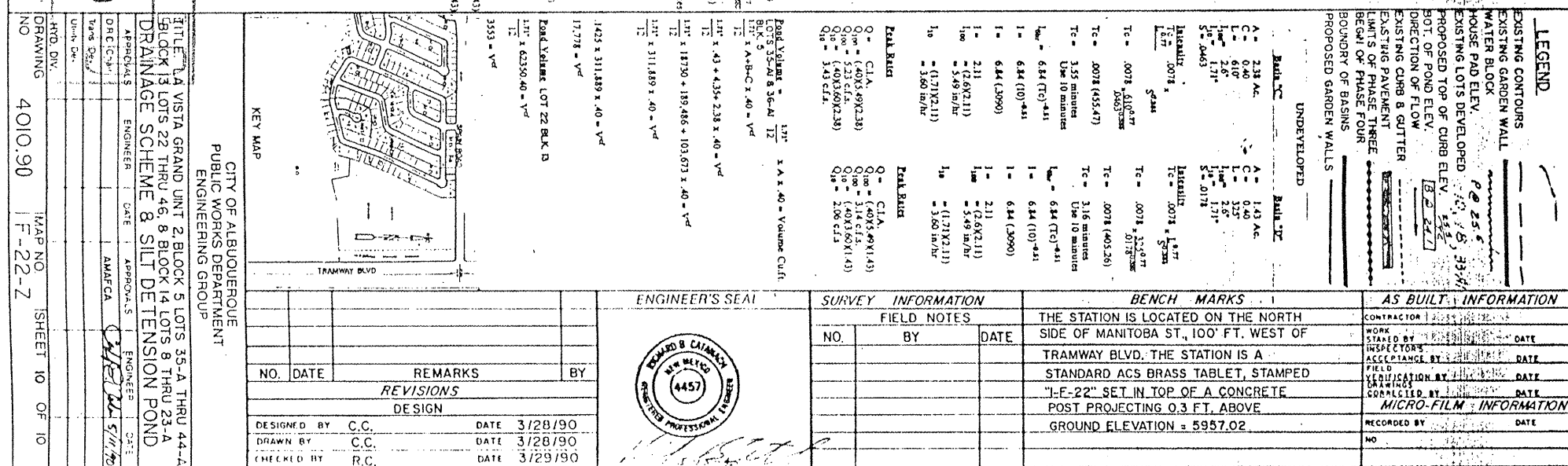
STATE OF NEW MEXICO
 COUNTY OF BERNALILLO
 FILED FOR RECORD

90 OCT -5 PM 2:33

BK 501 PG 5292-5294
 CLAYTON M. DAVIS
 COUNTY CLERK & RECORDER
 DEPUTY



OFFICIAL SEAL
 My Commission Expires 3/30/93
 PAULA E. MARSHALL
 NOTARY PUBLIC - STATE OF NEW MEXICO
 Notary Bond Filed With Secretary of State



9077943

DRAINAGE COVENANT

5282

PROJ NO. 4010.80 9100371
JRS 90-367

This Drainage Covenant, between Aicowood, A Joint Venture, comprised of Martin Development Corp., a New Mexico Corporation, and Donald D. and Willa H. Martin, Husband and Wife, ("Owner"), whose address is 2155 Louisiana Blvd., NE, Albuquerque, NM 87110, and the City of Albuquerque, New Mexico, a municipal corporation ("City") whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property described in Exhibit B attached hereto and made a part hereof in Bernalillo County, New Mexico ("the Property").

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

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. F22/D15B:

Desilting and detention pond on Lots 35A, 36A, Block 5 and Lot 22, Block 13, Unit II, La Vista Grande.

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

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

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

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within 30 days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

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

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Acts and all other applicable New Mexico Laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's negligent maintenance, construction or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Agreement and the Owner's covenants contained herein shall continue in full force and effect until released by the City. The City agrees that it shall release this Agreement upon construction, satisfactory to the City, by the Owner of all infrastructure required to be constructed in La Vista Grande Subdivision Unit II. Satisfactory construction of required infrastructure shall be evidenced by a "Letter of Acceptance" issued by the City to the Owner accepting the improvements constructed for continuous maintenance by the City.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, its heirs, assigns, and successors from an assessment against Owner's Property for

improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

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

AICOWOOD, A Joint Venture
P.O. Box 35850
Albuquerque, NM 87176

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

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

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

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

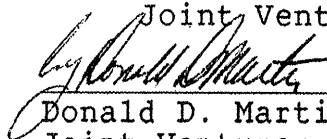
15. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

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

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

AICOWOOD, a New Mexico Joint Venture

By: Donald D. Martin and Willa H.
Martin, Joint Tenants, as a
Joint Venturer of AICOWOOD


Donald D. Martin, Joint Tenant of a
Joint Venturer

5285

Willa H. Martin

Willa H. Martin, Joint Tenant of a
Joint Venturer

By: Martin Development Corp., A New
Mexico corporation, as a Joint
Venturer of AICOWOOD,

By: Michael S. Brescia

Michael S. Brescia, Vice President

STATE Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged, before me
this 13th day of September, 1990 by Donald D. Martin,
joint tenant of a joint venturer, on behalf of AICOWOOD, a
joint venture.

Timothy J. [Signature]
Notary Public

8301 E. Prentice Ave #210
Englewood, CO 80111

My Commission Expires:
October 13, 1991

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged, before me
this 13th day of September, 1990 by Willa H. Martin, joint
tenant of a joint venturer, on behalf of AICOWOOD, a joint
venture.

Timothy J. [Signature]
Notary Public

8301 E. Prentice Ave. #210
Englewood, CO 80111

My Commission Expires:
October 13, 1991

5286

STATE OF NEW MEXICO)
COUNT OF BERNALILLO) ss.

The foregoing instrument was acknowledged, before me this 14th day of September, 1990 by Michael S. Brescia, Vice President of Martin Development Corporation, a joint venturer, on behalf of Aicowood, a joint venture.

Paula E. Marshall
Notary Public



OFFICIAL SEAL
PAULA E. MARSHALL
NOTARY PUBLIC, STATE OF NEW MEXICO
Notary Bond Filed With Secretary of State
My Commission Expires 3/30/93

CITY OF ALBUQUERQUE:

Approved:

By:

Title:

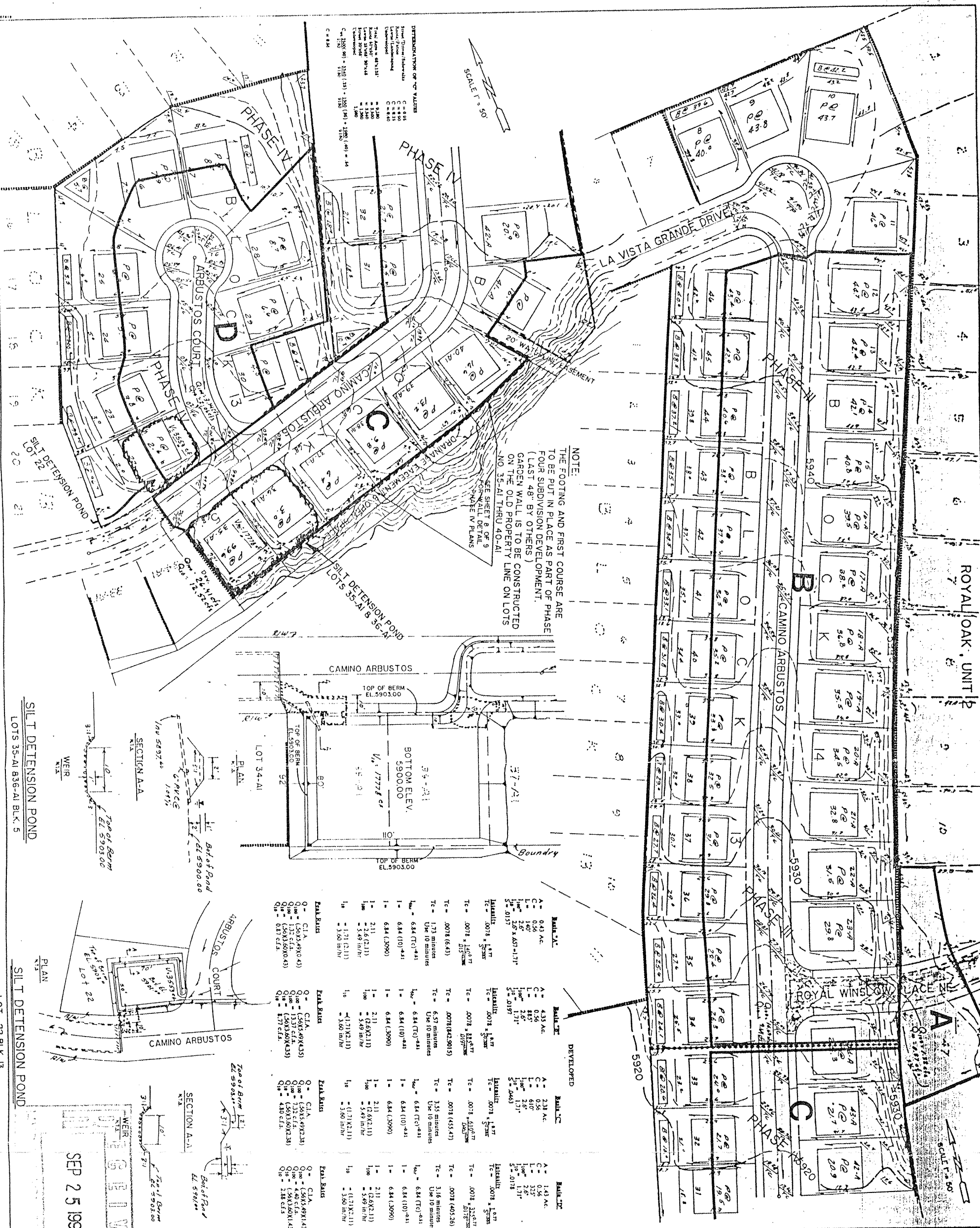
Dated:

Russell B. Linares
City Engineer
9-27-90

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

90 OCT -5 PM 2:33

BK BCR 90-66 PG 5282-5288
GLADYS M. DAVIS
CO. CLERK & RECORDER
[Signature] DEPUTY



LEGEND EXISTING CONTOURS EXISTING GARDEN WALL WATER BLOCK HOUSE PAD ELEV. EXISTING LOTS DEVELOPED PROPOSED TOP OF CURB ELEV. BOT. OF POND ELEV. DIRECTION OF FLOW EXISTING CURB & GUTTER EXISTING PAVEMENT LIMITS OF PHASE FOUR BEGIN OF PHASE FOUR BOUNDARY OF BASINS PROPOSED GARDEN WALLS UNDEVELOPED	AS BUILT INFORMATION CONTRACTOR WORK STARTED BY INSPECTORS ACCEPTANCE BY FIELD VERIFICATION BY DRAWING CONFLICTS BY MICRO-FILM INFORMATION RECORDED BY DATE NO
--	--

SURVEY INFORMATION			BENCH MARKS
FIELD NOTES			
NO.	BY	DATE	
			THE STATION IS LOCATED ON THE N
			SIDE OF MANITOBA ST., 100' FT. WE
			TRAMWAY BLVD. THE STATION IS A
			STANDARD ACS BRASS TABLET, ST
			"I-F-22" SET IN TOP OF A CONCRE
			POST PROJECTING 0.3 FT. ABOVE
			GROUND ELEVATION = 5957.02

EDWARD B. CAIMOCH
NEW MEXICO
4457
MECHANICAL ENGINEERING

NO.	DATE	REMARKS	BY
REVISIONS			
DESIGN			
DESIGNED BY	C.C.	DATE	3/28/90
DRAWN BY	C.C.	DATE	3/28/90
CHECKED BY	R.C.	DATE	3/29/90

CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT ENGINEERING GROUP				
TITLE: I-1A VISTA GRAND UNIT 2 BLOCK 5 LOTS 35-A THRU 44-A, BLOCK 13 LOTS 22 THRU 46, 8 BLOCK 14 LOTS 8 THRU 23-A DRAINAGE SCHEME & SILT DETENTION POND				
APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER
John Cap...			AMAFCA	<i>Cheryl Wu</i> 5/11/76
Trans. Des.				
Utility Des.				
HYD. DIV.				
NO	DRAWING	MAP NO	SHEET	10 OF 10
4010.90		F-22-Z		

5289

EXHIBIT "B"

LA VISTA GRANDE UNIT II

PHASE IV

Lots # 35 through 41 of Block 05	7 lots
Lots # 42a through 43a of Block 05	2 lots
Lots # 22 through 33 of Block 13	<u>12 lots</u>
	21 lots



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

May 1, 1990

Mr. Carlos Castaneda
Tierra Engineering Consultants, Inc.,
105 Sixth Street, SW Suite #202
Albuquerque, New Mexico 87102

RE: DRAINAGE OF LA VISTA GRANDE SUBDIVISION, UNIT II PHASE 3,
(F-22/D15B) (WORK ORDER PROJECT NO. 4010.90)

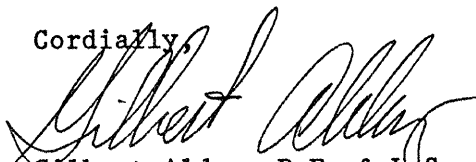
Dear Mr. Castaneda,

I am writing you, per our conversation, to enumerate the items which will require your attention before we can sign the work order drawings. The items are as follows:

1. Add one course of CMU wall to the old property line and to the infrastructure list as required by AMAFCA, and have AMAFCA sign-off on the approved plan.
2. Provide a Drainage Easement Maintenance Covenant Agreement for the lots containing the desilting basins.

Should you have any questions, please do not hesitate to call me at 768-2650.

Cordially,


Gilbert Aldaz, P.E. & L.S.
C.E./Development Section

xc: Cliff Anderson, AMAFCA

GA
(WP+359)

PUBLIC WORKS DEPARTMENT



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 13, 1990

Mr. Carlos Castaneda
Tierra Engineering Consultants, Inc,
105 Sixth Street, SW Suite #202
Albuquerque, New Mexico 87102

RE: DRAINAGE OF LA VISTA GRANDE SUBDIVISION, UNIT II PHASE 3,
(F-22/D15B) (WORK ORDER PROJECT NO. 4010.90)

Dear Mr. Castaneda,

I am writing you, per our conversation, to enumerate the items which will require your attention before we can sign the work order drawings. The items are as follows:

1. The work order drawings must have an up to date grading plan which reflects the present field conditions.
2. The correct plat and grading plan must show the property setback line from the arroyo, the retaining wall(s), and the approved grading. AMAFCA will want to concur with your final grading plan.
3. If Phase IV is not built concurrent with, or prior to, Phase III, some provision must be made to contain the storm runoff from Phase III within the public right-of-way, in such a manner that the flows will not erode the containment.
4. Finally, the outlet works from the storm drain in this subdivision must be fixed before any further increases in flow can be authorized.

If you have any questions, or if I can be of any assistance, please do not hesitate to call me at 768-2650.

Cordially,

Stuart Reeder
G. Stuart Reeder, P.E.
C.E./Hydrology Section

WP+359

XC: Cliff Anderson, AMAFCA
Carlos Montoya, DRC

ITEMS REQD

4/2/90

- 1) AMAFCA CONCURRENCE
- 2) EASEMENT COVENANT AGREEMENT FOR LOTS WITHIN DESILTING BASIN
- 3) AT ESMT. LANGUAGE FOR AMAFCA.

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 19, 1990

Michael J. Yost, P.E.
Tierra Engineering Consultants, Inc.,
105 Sixth Street, SW Suite #202
Albuquerque, New Mexico 87102

RE: DRAINAGE OF LA VISTA GRANDE SUBDIVISION, UNIT II PHASES 3
AND 4, (F-22/D15B)

Dear Mr. Yost,

On a field trip to this subdivision Friday, 16 February 1990, I discovered an erosion problem at the outlet of the storm drain which runs from this subdivision to the Bear Arroyo. Water is being discharged around the rip-rap blanket at the outlet (which appears to be undersized from what is called for in the work order drawings), and is eroding at the margins.

This problem must be addressed prior to our approval of any increase in storm water runoff.

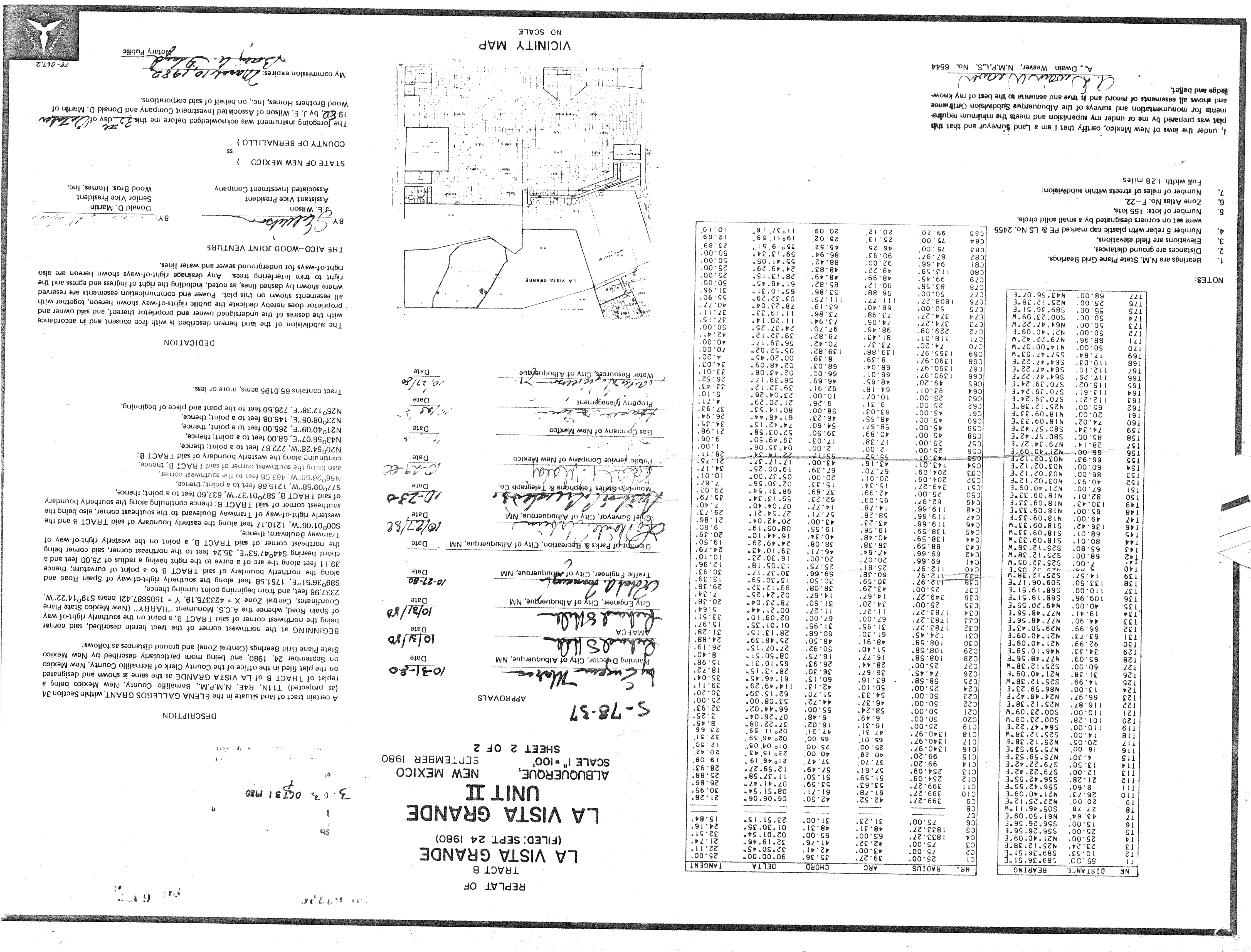
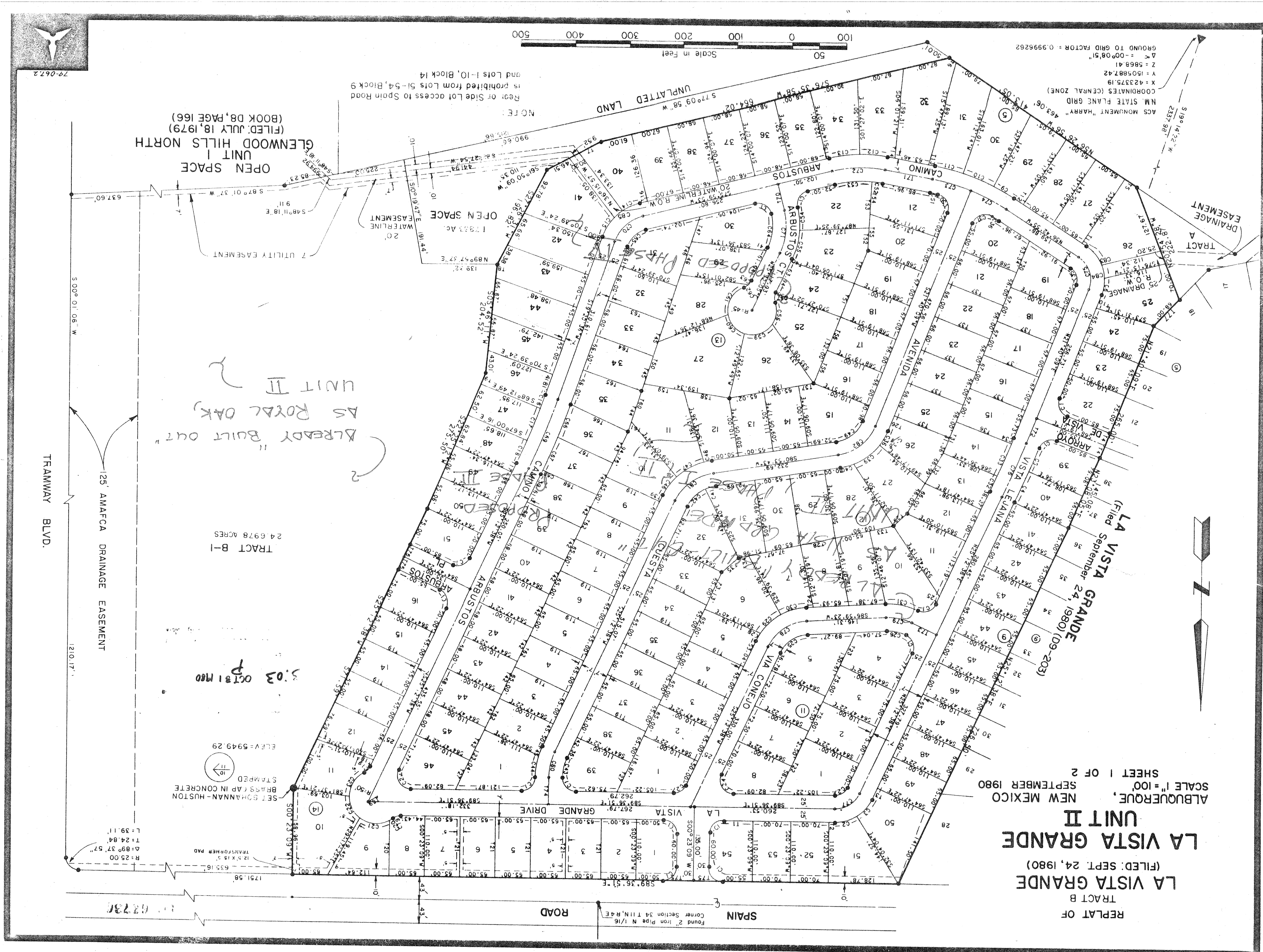
If you have any questions, please call me at 768-2650.

Cordially,

Stuart Reeder

G. Stuart Reeder, P.E.
C.E./Hydrology Section

GSR
(WP+359)



834.422

REPLAT OF A PORTION OF
LA VISTA GRANDE, UNIT II
SHOWING

LOTS 28-AI THRU 40-AI, BLOCK 5
ALBUQUERQUE, NEW MEXICO
NOVEMBER, 1987

KEY	LENGTH	RADIUS	DELTA	TANGENT	CHORD
<1>	157.93'	399.27'	22°39'47"	80.01'	158.90'
<2>	109.20'	254.09'	24°37'25"	55.46'	108.36'
<3>	37.70'	93.20'	21°48'22"	19.08'	37.47'
<4>	42.51'	399.27'	08°08'07"	21.28'	42.48'
<5>	81.78'	399.27'	08°51'54"	30.95'	81.71'
<6>	59.64'	399.27'	07°41'50"	28.86'	59.60'
<7>	51.61'	254.09'	11°38'15"	25.69'	51.32'
<8>	57.59'	254.09'	12°58'10"	28.82'	57.47'
<9>	68.40'	50.00'	78°23'02"	40.77'	69.19'
<10>	148.04'	374.27'	22°39'47"	75.00'	147.08'
<11>	98.45'	254.09'	24°37'25"	50.00'	97.70'
<12>	73.37'	74.20'	58°39'14"	40.00'	70.42'
<13>	74.08'	374.27'	11°20'14"	37.15'	73.94'
<14>	73.98'	374.27'	11°19'22"	37.11'	73.89'

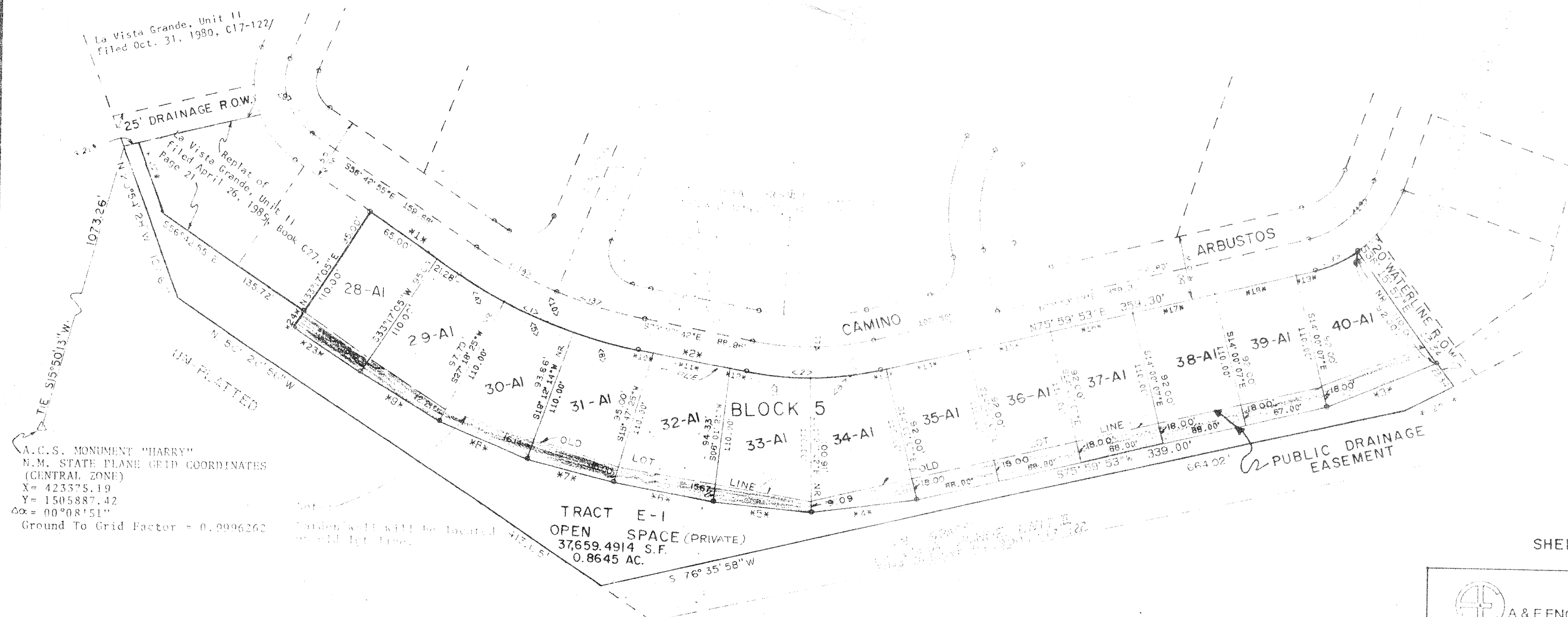
KEY	BEARING	DISTANCE
1	S89°42'55"E	86.28'
2	S79°22'42"E	88.98'
3	S89°48'44"W	35.70'
4	S82°08'30"W	85.73'
5	N84°28'58"W	79.28'
6	N33°18'48"W	62.18'
7	N75°53'30"W	72.12'
8	N87°09'04"W	77.26'
9	N58°53'32"W	75.22'
10	S79°22'42"E	12.00'
11	S79°22'42"E	63.46'
12	S79°22'42"E	13.50'
13	N75°53'30"E	4.30'
14	N75°53'30"E	68.00'
15	N75°53'30"E	68.00'
16	N75°53'30"E	68.00'
17	N75°53'30"E	68.00'
18	N75°53'30"E	67.00'
19	N75°53'30"E	16.00'
20	S61°50'09"W	43.64'
21	N76°15'21"E	12.34'
22	S20°54'28"E	60.92'
23	N56°42'55"W	65.00'
24	N33°17'05"E	15.00'

LOT AREAS

LOT No.	SQUARE FEET	ACRES
28-AI	7,150.0000	0.1641
29-AI	7,592.4373	0.1743
30-AI	7,574.9082	0.1739
31-AI	7,501.4238	0.1722
32-AI	7,981.5823	0.1832
33-AI	7,822.5179	0.1796
34-AI	7,988.9062	0.1834
35-AI	7,480.0006	0.1717
36-AI	7,480.0006	0.1717
37-AI	7,480.0006	0.1717
38-AI	7,480.0006	0.1717
39-AI	7,370.0000	0.1692
40-AI	7,929.4349	0.1820

SCALE 1" = 60'

60 0 30 60 120



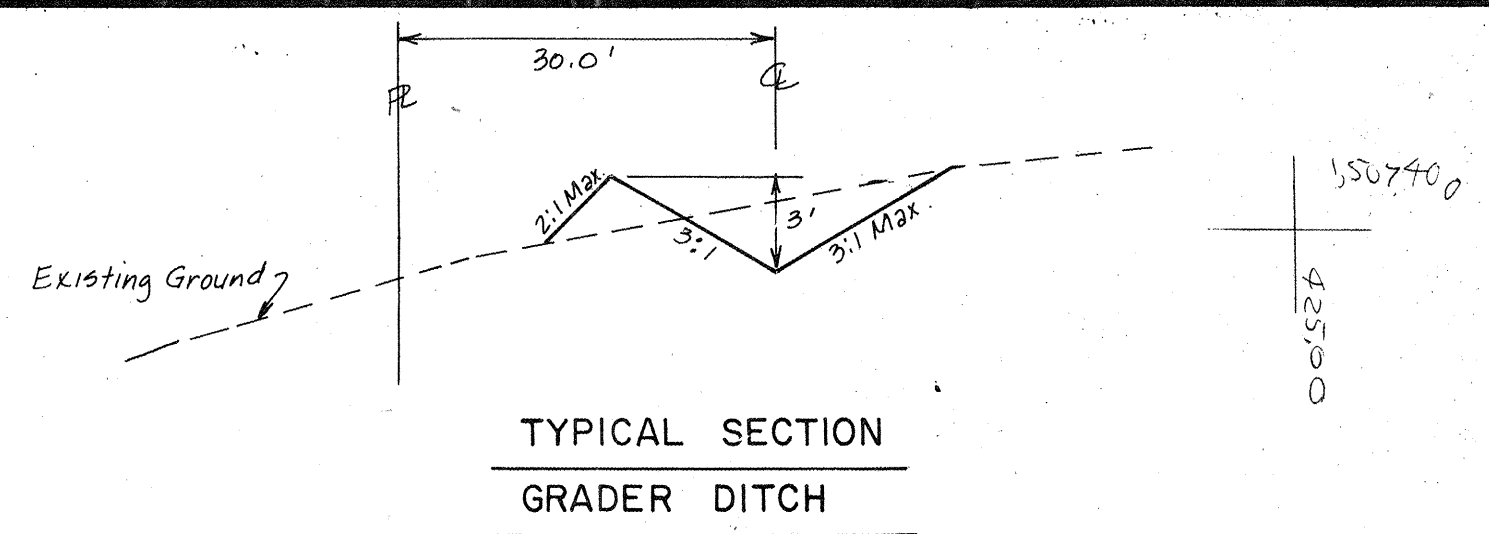
SHEET 2 OF 2



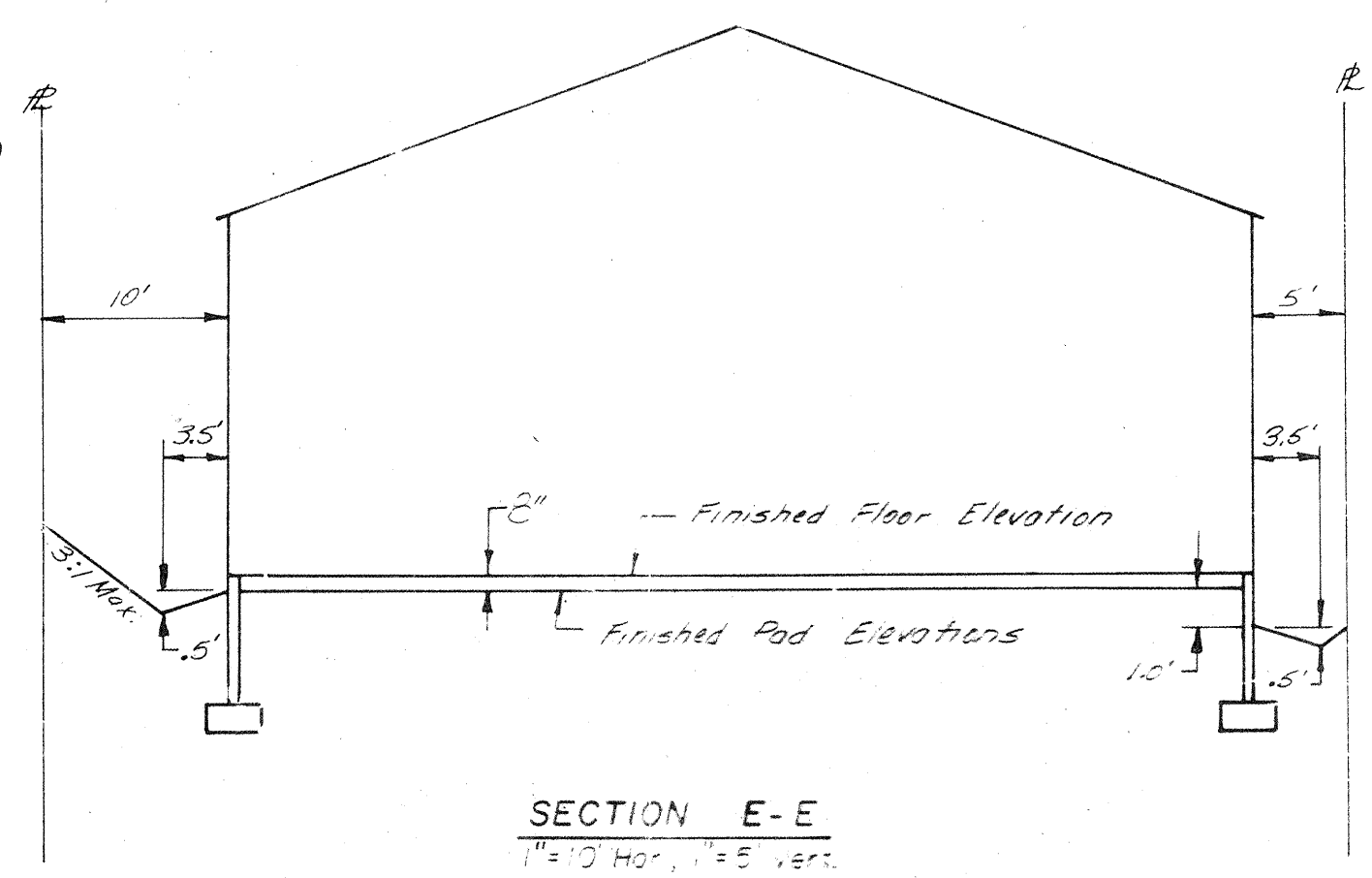
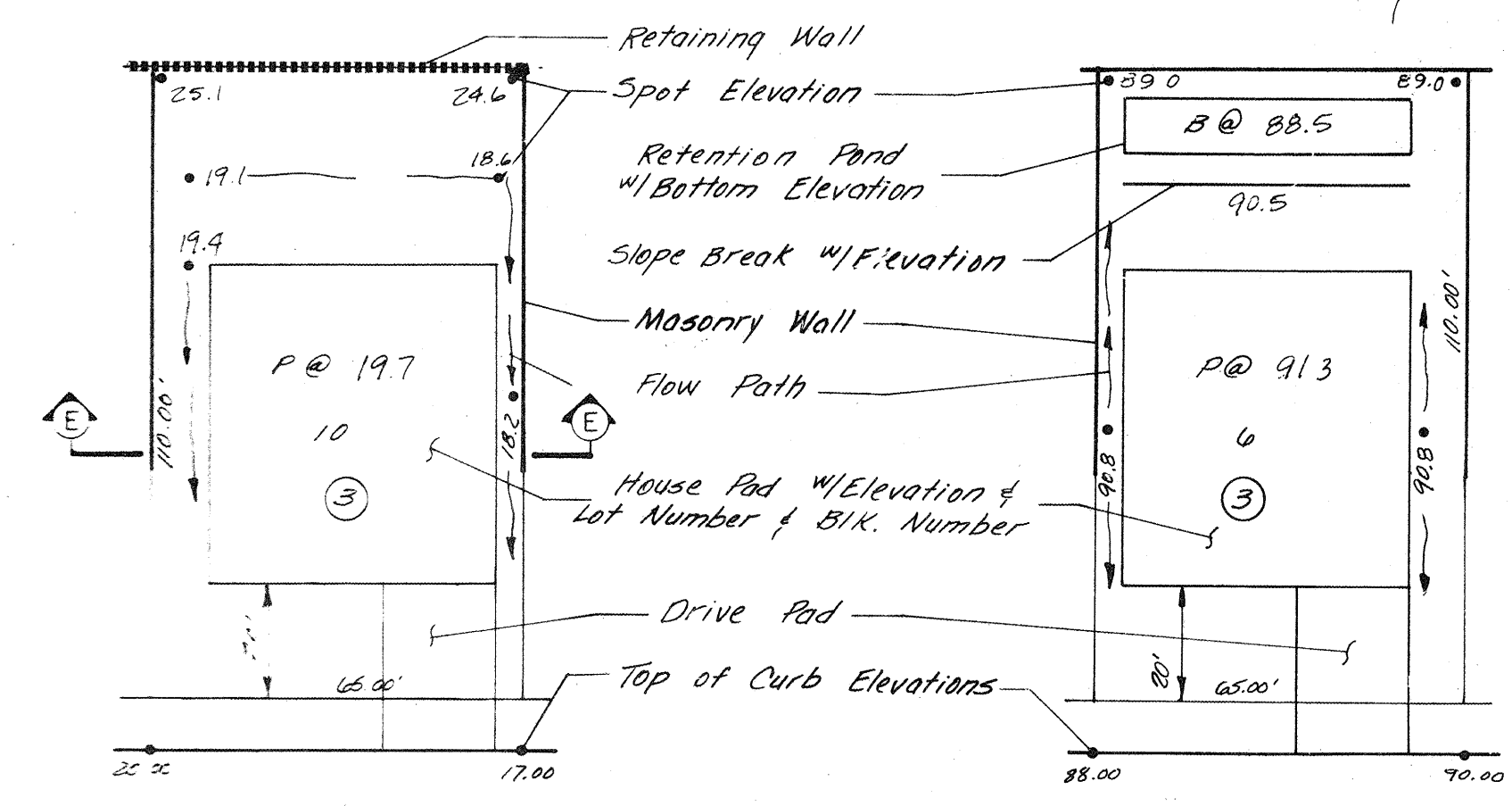
A & E ENGINEERING INC.
CIVIL ENGINEERING, LAND PLANNING AND SURVEYING
ALBUQUERQUE • LAS CRUCES

1210 SAN PEDRO NE - SUITE 208
ALBUQUERQUE, NEW MEXICO 87110 (505) 265-8791

LOT GRADING MAY BE REVISED DEPENDING
UPON EARTHWORK BALANCE ALTHOUGH
STREET GRADES WILL NOT CHANGE.



For Grading Done on
Adjacent Property Slopes
Shall Not Exceed 3:1.
Fill to be Compacted
to Not Less Than 90%
per ASTM - 1557
(8" Lifts Max.)



- NOTES:
1. Pond Bottoms shall be no closer than 5'-0" from adjacent Wall and no closer than 15'-0" from any house.
 2. Walls adjacent to ponds shall be grout filled to a level at least 6" above the immediate ground elevation and all walls shall have the first two courses above the footing grout filled.
 3. Backyard slopes in areas 15'-0" beyond the house shall not exceed 3:1 (horizontal: vertical).
 4. Sideyard slopes in areas 5'-0" beyond the house shall not exceed 3:1 (horizontal: vertical).
 5. House pads marked with an asterisk (*) are 50'x50'. All other house pads are 50' wide by 55' deep.
 6. Masonry walls, retaining walls, or combination masonry and retaining walls shall not exceed 8'-0" in height.

Michael M. Sney

APPROVED FOR
CONSTRUCTION
Richard S. Sney
CITY ENGINEER
DATE 3/16/81

CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION					
TITLE LA VISTA GRANDE UNIT II GRADING PLAN 01					
APPROVALS	ENGINEER	DATE	APPROVALS	ENGINEER	DATE
City Engineer			Liquid Waste		
A.C.E. Design			Traffic		
A.C.E. Hydrology			Water		
DRAWING NO. 1189			SHEET 6 OF 15		