

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

July 10, 1986

FILE COPY

Richard Dourte
Denney-Tibljias-McLean & Associates, Inc.
2400 Comanche Road, NE
Albuquerque, New Mexico 87107

RE: DRAINAGE PLAN FOR EL RANCHO ATRISCO, UNIT 7
(G-10/D3D) RECEIVED JUNE 24, 1986

Dear Mr. Dourte:

The above referenced plan, dated June 23, 1986, is approved for Preliminary Plat.

We are unable to grant approval of a Rough Grading Permit till Preliminary Plat has been approved by the DRB. Further requirements are a Subdivision Improvements Agreement, and an Infrastructure Listing.

If you have any questions, call me at 766-7644.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAH/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

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

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: G-10 DATE: 11/6/85 @ 11:00

PLANNING DIVISION NOS: EPC: _____ DRB: _____

SUBJECT: _____

STREET ADDRESS (IF KNOWN): _____

SUBDIVISION NAME: El Rancho Atrisco Unit 7

APPROVAL REQUESTED:

<input checked="" type="checkbox"/> PRELIMINARY PLAT	_____ FINAL PLAT
_____ SITE DEVELOPMENT PLAN	_____ BUILDING PERMIT
_____ OTHER	<input checked="" type="checkbox"/> ROUGH GRADING *

	WHO	REPRESENTING
ATTENDANCE:	<u>Joe Jones</u>	<u>Denney Tibbels - McLean</u>
	<u>Billy Goolsby</u>	<u>Design Hydro.</u>

FINDINGS:

* Rough grading cannot be approved until Preliminary Plat and the infrastructure listing has been approved and the Construction Plans have been submitted for review.

① Discharge will be determined by analysis of downstream capacity. If discharged to the Rinconada Channel to the north, appropriate easements (R/W) and covenants will be required from adjacent property.

② An erosion control plan for the period of construction is required to ensure that sediments are contained on-site.

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

SIGNED: <u>Billy G. Goolsby</u>	SIGNED: <u>Joe Jones</u>
TITLE: <u>CE/Design Hydrology</u>	TITLE: _____
DATE: <u>11/6/85</u>	DATE: <u>11/6/85</u>

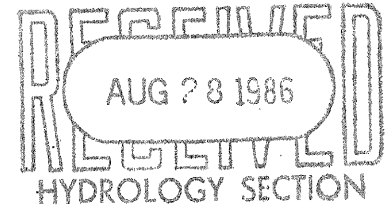
NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL

D.R.B. Case No. 85-621

D.R.C. Project No. 2981

Date Submitted 8-20-86

FIGURE 11

EXHIBIT "D"
to Subdivision Improvements AgreementDEVELOPMENT REVIEW BOARD (D.R.B.)
REQUIRED INFRASTRUCTURE LISTING
for EL RANCHO ATRISCO UNIT No. 7

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

Size	*Type Improvement	Location	From	To
10"	SAS	Ronda de Lechusas	Vista Alegre	Escarpa Drive
8"	SAS	Vista del Sur	North of Vista Alegre	to Lot 1, Block 1
8"	SAS	Sol Poniente Road	Vista del Sur	Escarpa Drive
8"	SAS	Arenoso Place	West of Vista Cul de Sac to	del Sur
8"	SAS	Escarpa Drive	East of Ronda	de Lechusas to Lot 5, Block 4
	Manholes (13)	ON ABOVE REFERENCED	STREETS	
10"	Waterline	Ronda de Lechusas	Vista Alegre	Escarpa Drive
8"	Waterline	Vista del Sur	North of Vista Alegre	to Lot 1, Block 1
6"	Waterline	Sol Poniente Road	Vista del Sur	Escarpa Drive
6"	Waterline	Arenoso Place	West of Vista Cul de Sac to	del Sur
6"	Waterline	Escarpa Drive	East of Ronda	de Lechusas to Lot 5, Bk. 4
	Fire Hydrants (3)	AS PER CITY	REQUIREMENTS	
	Curb/Gutter	Ronda de Lechusas	Vista Alegre	Escarpa Dr (East Side)
	Curb/Gutter	Vista del Sur	North of Vista Alegre	(Both Sides)
	Curb/Gutter	Sol Poniente	Vista del Sur	Escarpa Dr (Both Side)
	Curb/Gutter	Arenoso Place	West of Vista	del Sur (Both Sides)

FIGURE 11

EXHIBIT "D"
to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)
REQUIRED INFRASTRUCTURE LISTING
for EL RANCHO ATRISCO UNIT No. 7
(CONTINUED)

Size	*Type Improvement	Location	From	To
	Curb/Gutter	Escarpa Drive	East of Ronda	de Lechusas (Both Sides)
	Asphalt Paving	Ronda de Lechusas	Vista Alegre	Escarpa Dr (20' permanent w/4' temporary)
	Asphalt Paving	ALL STREETS	Except Ronda	de Lechusas (32' Wide)
40' Radius	Temporary Turnaround	At End of	Escarpa and	Vista del Sur
4'	Sidewalk	Ronda de Lechusas	Vista Alegre	Escarpa Dr (East Side)
4'	Sidewalk	Vista del Sur	North of Vista	Alegre (Both Sides)
4'	Sidewalk	Sol Poniente	Vista del Sur	Escarpa Dr (Both Sides)
4'	Sidewalk	Arenoso Place	West of Vista	del Sur (Both Sides)
4'	Sidewalk	Escarpa Drive	East of Ronda	de Lechusas (Both Sides)

Prepared by: Richard Dourte
Print Name: Richard Dourte
Firm: Denney-Tibljias-McLean & Associates, Inc.

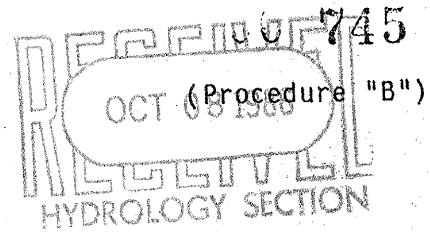
Page 2 of 2

Development Review Board Member Approvals

Richard A. Fennough Traffic Date 8/26/86
John E. Ertsgaard WUD Date 8/26/86
Janet Sayers Parks & Rec. Date 8-26-86
Frank J. Higgins City Engineer/AMAFCA Date 8/26/86
Richard Dourte DRB Chairman Date 8-26-86

86 95242

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS



G10/D3D

THIS AGREEMENT made this 29th day of September, 19 86, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Western Holding Company, Inc., (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as El Rancho Atrisco Unit 7 (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as El Rancho Atrisco Unit 7 describing the Subdivision; and

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

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

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

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

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

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

1. The Developer shall, on or before the 28th day of November, 1987, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as fully set forth in this Agreement.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 OCT -2 AM 11:06
Rev. 10/85 BK 401A PG 745-762-2-
DOLORES C. WALLER
CO. CLERK & RECORDER
DEPUTY

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

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

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

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

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

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

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective

materials and workmanship for a period of three (3) years following the date of acceptance by the City.

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

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

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

11. The City shall issue a Certificate of Completion and Acceptance for the Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto.

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

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

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

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

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

DEVELOPER

L. L. L.
Signed
Western Holding Company, Inc.
Name
President
Title

ATTEST:

N/A
City Clerk

REVIEWED BY:

William W. Kearney
Assistant City Attorney
James H. L.
City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

66 751

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

Gene Romo
Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this 3rd day
of September, 19 86, by Richard Muller
of Western Holding Co., Inc.

Priscilla Chapman
Notary Public

My Commission Expires:

4-12-89

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

The foregoing instrument was acknowledged before me this 29th day
of September, 19 86, by Gene Romo, Chief Administrative
Officer of the City of Albuquerque.

Priscilla Chapman
Notary Public

My Commission Expires:

3-17-90

EXHIBIT "A"

66 752

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Western Holding Co. Inc., (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 19th DAY OF September, 1984.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 2981.

2. DESIGN AND CONSTRUCTION METHODS.

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

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

Generate Plans & Specifications; Monitor construction
to insure Plans & Specifications are being completed
with staking and testing as necessary; and generate
Record Drawings and Monthly Project Estimates.

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

The Developer has engaged Inter-West, Ltd., as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 2981), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

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

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

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

This list shall be divided into the following categories as applicable: 66 754

- (1) Sanitary sewer items and quantities;
- (2) Water service items and quantities;
- (3) Street paving quantities;
- (4) Street curb and gutter quantities; and
- (5) Storm drainage improvements and quantities.

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

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

4. PAYMENT OF FEES.

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

Type of FeeAmount

755

Engineering Fee2% of actual construction cost+ \$60/calendar day for the durationof the Contract.Excavation Ordinance FeeAs required per City approvedengineer's estimateSidewalk Ordinance FeeAs required per City approvedengineer's estimate

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

EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Western Holding Co. Inc., (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 19th DAY OF September, 1984.

CC 756

1. CONSTRUCTION INSPECTION METHODS.

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

2. CONSTRUCTION SURVEYING.

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

3. FIELD TESTING.

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

4. RECORD TESTING.

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

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Western Holding Co. Inc., (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 19th DAY OF September, 1984.

1. PLAT APPROVAL STATUS

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

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

2. FINANCIAL GUARANTEE

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

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

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

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

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

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

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

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

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

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

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

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

FIGURE 11

EXHIBIT "D"
to Subdivision Improvements Agreement

RECEIVED

DEVELOPMENT REVIEW BOARD (D.R.B.)
REQUIRED INFRASTRUCTURE LISTING
for EL RANCHO ATRISCO UNIT No. 7

AUG 27 1986

PWD/ENGINEERING GROUP

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8"	SAS	Escarpa Drive	East of Ronda	de Lechusas to Lot 5, Block 9
	Manholes (13)	ON ABOVE REFERENCED	STREETS	
10"	Waterline	Ronda de Lechusas	Vista Alegre	Escarpa Drive
8"	Waterline	Vista del Sur	North of Vista Alegre	to Lot 1, Block 1
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	Fire Hydrants (3)	AS PER CITY	REQUIREMENTS	
	Curb/Gutter	Ronda de Lechusas	Vista Alegre	Escarpa Dr (East Side)
	Curb/Gutter	Vista del Sur	North of Vista Alegre	(Both Sides)
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D.R.B. Case No. 85-621
D.R.C. Project No. 2981
Date Submitted 8-20-86

FIGURE 11

EXHIBIT "D"
to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)
REQUIRED INFRASTRUCTURE LISTING
for EL RANCHO ATRISCO UNIT No. 7
(CONTINUED)

Size	*Type Improvement	Location	From	To
	Curb/Gutter	Escarpa Drive	East of Ronda	de Lechusas (Both Sides)
	Asphalt Paving	Ronda de Lechusas	Vista Alegre	Escarpa Dr (20' permanent w/4' temporary)
	Asphalt Paving	ALL STREETS	Except Ronda	de Lechusas (32' Wide)
40' Radius	Temporary Turnaround	At End of	Escarpa and	Vista del Sur
4'	Sidewalk	Ronda de Lechusas	Vista Alegre	Escarpa Dr (East Side)
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4'	Sidewalk	Escarpa Drive	East of Ronda	de Lechusas (Both Sides)

Prepared by: Richard Dourte
Print Name: Richard Dourte
Firm: Denney-Tibljias-McLean & Associates, Inc.

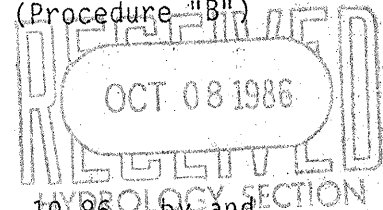
Development Review Board Member Approvals

Richard A. Fernandez Traffic Date 8/26/86
Jon E. Ertsgaard WUD Date 8/26/86
Janet Sayers Parks & Rec. Date 8-26-86
Frank D. Meen City Engineer/AMAFCA Date 8/26/86
Richard Dourte DRB Chairman Date 8.26.86

86 96109

FIGURE 11 AGREEMENT FORM (Procedure "B")

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS



THIS AGREEMENT made this 29th day of September, 1986, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Western Holding Company, Inc., (hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983).

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as El Rancho Atrisco Unit 10 (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as El Rancho Atrisco Unit 10 describing the Subdivision; and

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

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

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

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

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

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

1. The Developer shall, on or before the 28th day of November, 1986, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as if fully set forth in this Agreement.

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

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

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

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any

particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

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

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

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished a bond or other suitable guarantee in a form and with a surety satisfactory to the City to guarantee the completed project against defective

materials and workmanship for a period of three (3) years following the date of acceptance by the City.

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

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

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

11. The City shall issue a Certificate of Completion and Acceptance for the Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto.

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

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

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

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

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

DEVELOPER:

Signed

(Name) Western Holding Company, Inc.

(Title) President

ATTEST:

City Clerk

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks, Jr. Date
Principal Engineer, Design Division
Engineering Group, Public Works Dept.

Gene Ramos
Chief Administrative Officer

REVIEWED AS TO FORM ONLY:

William W. Kearney
Assistant City Attorney

James R. [Signature]
City Attorney

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

The foregoing instrument was acknowledged before me this 10th day
of July, 19 86, by Gerhard Muller, President
of Western Holding Co., Inc.

My commission expires:

Pauline Champion
Notary Public

4-12-89

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

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

My commission expires:

Notary Public

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

The foregoing instrument was acknowledged before me this 29th day
of September, 19 86, by Gene Romo, Chief Administrative
Officer of the City of Albuquerque.

My commission expires:

Priscilla Phillips
Notary Public

3-17-90

FIGURE 11
EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN WESTERN HOLDING COMPANY, INC. (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 29th DAY OF September, 19 86.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements identified in Paragraph 1 of the Subdivision Improvement Agreement, which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 2719.

2. DESIGN AND CONSTRUCTION METHODS.

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

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

Generate Plans & Specifications; Monitor construction

to insure Plans & Specifications are being completed

with staking and testing as necessary; and generate

Record Drawings and Monthly Project Estimates.

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

The Developer has engaged Inter-West, Ltd. as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 2719), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for Public Works Construction, 1985, and all other applicable laws, regulations, and policies. Construction Surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

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

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

b. A list of quantities of contract items in place, using the bid items in the City Engineers Standard Estimated Unit Prices. This list shall

be divided into the following categories as applicable:

CC 644

- (1) Sanitary sewer items and quantities;
- (2) Water service items and quantities;
- (3) Street paving quantities;
- (4) Street curb and gutter quantities; and
- (5) Storm drainage improvements and quantities.

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

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

4. PAYMENT OF FEES.

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

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>2% of actual construction cost</u> <u>+ \$60/calendar day for the duration</u> <u>of the Contract.</u>
<u>Excavation Fee</u>	<u>As required per approved City Engr. Est.</u>
<u>Sidewalk</u>	<u>As required per approved City Engr. Est.</u>

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

FIGURE 11
EXHIBIT "B"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN WESTERN HOLDING COMPANY, INC. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 29th DAY OF September, 19 86.

1. CONSTRUCTION INSPECTION METHODS

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

2. CONSTRUCTION SURVEYING.

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

3. FIELD TESTING.

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

4. RECORD TESTING.

Notwithstanding the provisions of Paragraph 3 above, the City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer and the Developer shall pay to the City a reasonable fee therefor.

FIGURE 11
EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN WESTERN HOLDING COMPANY, INC. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 29th DAY OF September, 19 86.

1. PLAT APPROVAL STATUS.

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

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

2. FINANCIAL GUARANTEE.

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

Irrevocable Letter of Credit No. 90000422A dated July 11,
1986, in the amount of \$431,238.50 by H.S. Pickrell Co.,
dates inclusive of July 11, 1986 through January 28, 1987.

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City prior to the City's approval and filing of the Final Subdivision Plat; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

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

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

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

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

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

- a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;
- b) A release of the original financial guarantee for execution by the City;
- c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;
- d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 OCT -3 PM 3:28

DOLORES C. WALLER
CO. CLERK & RECORDER

PUBLIC INFRASTRUCTURES
FOR
EL RANCHO ATRISCO
UNIT 10
DRB NO. 85-279
NOVEMBER 13, 1985
(12)

VISTA ALEGRE

Sewer:		
Manholes	4 ea.	
8" Sewer Line	805 + 1.f.	
Sewer Service	8 ea.	
Water:		
10" Water Line	810 + 1.f.	
Water Service	8 ea.	
Fire Hydrants	1 ea.	
Street:		
Curb & Gutter (standard ea. side)	1,535 + 1.f.	
Sidewalk - (4' ea. side)	1,613 + 1.f.	
Asphalt Pavement	3,240 + s.y.	
(36' Gutter to Gutter)		

VISTA MARAVILLOSA

Sewer:		
Manholes	5 ea.	
8" SAS	1,081 + 1.f.	
Sewer Service	19 ea.	
Water:		
8" Water Line	1,031 + 1.f.	
6" Water Line	50 + 1.f.	
Water Service	19 ea.	
Fire Hydrants	2 ea.	
Street:		
Curb & Gutter (mountable ea. side)	1,766 + 1.f.	
Sidewalk - (4' ea. side)	2,080 + 1.f.	
Asphalt Pavement	3,926 + s.y.	
(28' Gutter to Gutter)		

EL CERQUITO

Sewer:

Manholes	1 ea.
8" Sewer Line	310 ± l.f.
Sewer Service	9 ea.

Water:

6" Water Line	460 ± l.f.
Water Service	9 ea.
Fire Hydrants	0 ea.

Street:

Curb & Gutter (mountable ea. side)	817 ± l.f.
Sidewalk - (4' ea. side)	817 ± l.f.
Asphalt Pavement	1,434 ± s.y.
(28' Gutter to Gutter)	

LOMA PEDREGOSA

Sewer:

Manholes	3 ea.
8" Sewer Line	700 ± l.f.
Sewer Service	22 ea.

Water:

6" Water Line	635 ± l.f.
Water Service	22 ea.
Fire Hydrants	1 ea.

Street:

Curb & Gutter (mountable ea. side)	1,190 ± l.f.
Sidewalk - (4' ea. side)	1,190 ± l.f.
Asphalt Pavement	1,914 ± s.y.
(28' Gutter to Gutter)	

MESA DE ARENA

Sewer:

Manholes	2 ea.
8" Sewer Line	521 ± l.f.
Sewer Service	14 ea.

Water:

6" Water Line	245 ± l.f.
8" Water Line	230 ± l.f.
Water Service	14 ea.
Fire Hydrants	0 ea.

Street:

Curb & Gutter (mountable ea. side)	1,014 ± l.f.
Sidewalk - (4' ea. side)	1,014 ± l.f.
Asphalt Pavement	1,842 ± s.y.
(28' Gutter to Gutter)	

Public Infrastructures within Rhonda de Lechuchas right-of-way are to be covered by Subdivision Improvements Agreement for Unit 2c of El Rancho Atrisco (City of Albuquerque Job No. 2588)

RHONDA DE LECHUSAS

Water:

Water Services (Unit 10)	15	ea.
Water Services (Unit 2c)	13	ea.
Fire Hydrants	1	ea.
12" Master Planned Water Main	1,060	\pm 1.f.

Sewer:

Sewer Services (Unit 10)	15	ea.
Sewer Services (Unit 2c)	13	ea.
10" Master Planned Sewer Main	756	\pm 1.f.
Sanitary Sewer Manholes	2	ea.

Street:

Curb & Gutter (standard ea. side)	2,162	\pm 1.f.
Sidewalk - (4' ea. side)	2,529	\pm 1.f.
Asphalt Pavement (36' Gutter to Gutter)	4,324	\pm s.y.

Private Retaining Walls:
(3' High)

15 1.f

Frank J. Higgins
CITY ENGINEER/AMAFQA

11/12/85
DATE

Mart. Calhoun
PARKS & RECREATION

11/12/85
DATE

Jon E. Ertsgaard
WATER UTILITIES DEPARTMENT

11/12/85
DATE

Robert A. Fennell
TRAFFIC ENGINEER

11-12-85
DATE

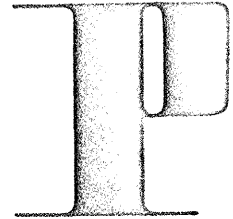
Richard Dmeier
CHAIRMAN OF DRB PLANNING

11/12/85
DATE

10-2-86

H. S. PICKRELL COMPANY
MORTGAGE BANKERS

UNITED BANK TOWER
3300 NORTH CENTRAL AVENUE
POST OFFICE BOX 7400
PHOENIX, ARIZONA 85011
PHONE (602) 264-8600



July 11, 1986

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 90000422A

AMOUNT: \$431,238.50

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

Dear Mr. Romo:

At the request of WESTERN HOLDING COMPANY, a New Mexico corporation, we establish our Irrevocable Letter of Credit in your favor for the account of WESTERN HOLDING COMPANY, to the extent of and not exceeding FOUR HUNDRED THIRTY ONE THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS AND FIFTY CENTS (\$431,238.50).

This Letter of Credit has been established to insure the completion of offsite improvements required for development of Unit 10, El Rancho Atrisco, Bernalillo County, New Mexico, as provided by the Agreement between WESTERN HOLDING COMPANY and the CITY OF ALBUQUERQUE, which Agreement is recorded in Book Misc. 401-A, at pages 745 to 762, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of FOUR HUNDRED THIRTY ONE THOUSAND TWO HUNDRED THIRTY EIGHT DOLLARS AND FIFTY CENTS (\$431,238.50) is/are available at sight at H. S. PICKRELL COMPANY, 3300 Central Avenue North, Suite 2400, Phoenix, Arizona 85012, between the date hereof and January 28, 1987.

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

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

City of Albuquerque
Western Holding Company
No. 90000422A
July 11, 1986
Page Two

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee, if negotiated between the date hereof and January 28, 1987.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 90000422A of H. S. PICKRELL COMPANY, dated July 11, 1986," the amount of such Draft(s) must be endorsed on the reverse side thereof and this Letter of Credit must be attached to that Draft which exhausts this credit.

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

This credit terminates at 5:00 o'clock p.m., New Mexico time, January 28, 1987.

H. S. PICKRELL COMPANY,
an Arizona corporation

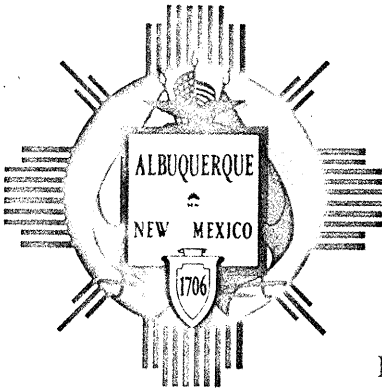
By: Lawrence R. Goad
Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Melvin W. Kearney
Assistant City Attorney

James M. Goad
City Attorney



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR

KEN SCHULTZ

CHIEF
ADMINISTRATIVE OFFICER

GENE ROMO

DEPUTY CAO
PUBLIC SERVICES

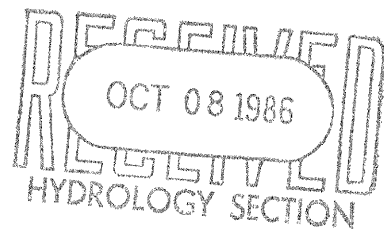
FRANK MARTINEZ

DEPUTY CAO
PLANNING/DEVELOPMENT

BILL MUELLER

October 3, 1986

Mr. Gerhard Muller
Western Holding Company, Inc.
601 Hidden Valley SE
Albuquerque, NM 87123



RE: EL RANCHO ATRISCO UNIT 7 & 10 (#2981 & 2719)

Dear Mr. Muller:

Enclosed are copies of subject Agreement to Construct Subdivision Improvements for subject project as filed with the City Clerk's Office.

Please call me if I may be of further assistance.

Sincerely,

Della Gallegos
Administrative Assistant

Enclosures

cc: Denney-Tibljias-McLean & Associates, Inc.
Fred Aguirre, Hydrology Division, PWD
Project File

2582E

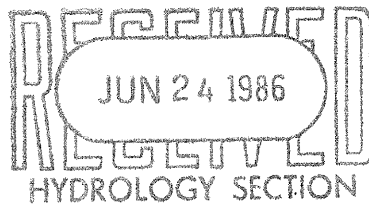
DRAINAGE MANAGEMENT PLAN
FOR
EL RANCHO ATRISCO UNIT 7

PREPARED FOR:

MR. GERHARD MULLER

JUNE, 1986

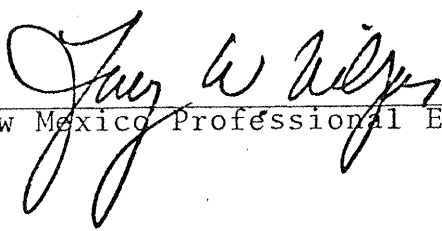
DTM JOB NO. 794.117



PREPARED BY:

DENNEY-TIBLJAS-McLEAN & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, PLANNERS
2400 COMANCHE ROAD NE
ALBUQUERQUE, NM 87107
(505) 884-0696

I, Gary W. Tibljas, hereby certify that the enclosed documents and drawings were prepared under my supervision and are true and correct to the best of my knowledge and belief.


New Mexico Professional Engineer No. 8117



DRAINAGE INFORMATION SHEET

PROJECT TITLE: EL RANCHO ATRISCO UNIT 7 ZONE ATLAS/DRNG. FILE #: G-10/030

LEGAL DESCRIPTION: Portion of El Rancho Atrisco Tract 2

CITY ADDRESS: N/A

ENGINEERING FIRM: DENNEY-TIBLJAS-McLEAN & ASSOC, INC. CONTACT: Richard Dourte

ADDRESS: 2400 Comanche NE, Albuquerque, NM 87107 PHONE: 884-0696

OWNER: Gerhard Muller CONTACT: Gerhard Muller

ADDRESS: 601 Hidden Valley SE, Albuq., NM 87123 PHONE: 292-5851

ARCHITECT: N/A CONTACT: N/A

ADDRESS: _____ PHONE: _____

SURVEYOR: DENNEY-TIBLJAS-McLEAN & ASSOC, INC. CONTACT: Steve Youtsey

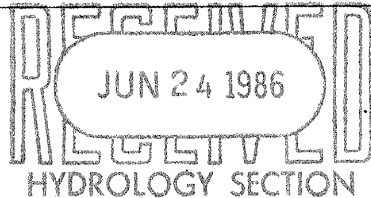
ADDRESS: 2400 Comanche NE, Albuquerque, NM 87107 PHONE: 884-0696

CONTRACTOR: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☒ YES
☐ NO
☐ COPY OF CONFERENCE RECAP
☐ SHEET PROVIDED



6/20/86
 DRB No. 85-621 / SV-85-43
 EPC No. _____
 PROJ. No. _____

TYPE OF SUBMITTAL:

☒ DRAINAGE REPORT
☐ DRAINAGE PLAN
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☒ GRADING PLAN
☐ EROSION CONTROL PLAN
☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SECTOR PLAN APPROVAL
☐ SKETCH PLAT APPROVAL
☒ PRELIMINARY PLAT APPROVAL
☐ SITE DEVELOPMENT PLAN APPROVAL
☐ FINAL PLAT APPROVAL
☐ BUILDING PERMIT APPROVAL
☐ FOUNDATION PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☒ ROUGH GRADING PERMIT APPROVAL
☐ GRADING/PAVING PERMIT APPROVAL

DATE SUBMITTED: 6-23-86

BY: Richard Dourte
 RICHARD DOURTE

REV. 10/85

OTHER _____ (SPECIFY)

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

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: G-10 DATE: 11/1/85 5:11:00
PLANNING DIVISION NOS: EPC: _____ DRB: _____
SUBJECT: _____
STREET ADDRESS (IF KNOWN): _____
SUBDIVISION NAME: El Rancho Atrevido Unit 7

APPROVAL REQUESTED:

☒ PRELIMINARY PLAT _____ FINAL PLAT
_____ SITE DEVELOPMENT PLAN _____ BUILDING PERMIT
~~OTHER~~ OTHER ☒ ROUGH GRADING *

WHO REPRESENTING
ATTENDANCE: Joe Jones Dennis Thomas McLean
Patty Guckelby Design Hydro.

FINDINGS:

* Rough grading cannot be approved until Preliminary Plat and the infrastructure listing has been approved and the Construction Plans have been submitted for review.

(1) Discharge will be determined by analysis of downstream capacity. If discharge to the Rinconada Channel to the north, appropriate easements (R/W) and covenants will be required from adjacent property.

(2) An erosion control plan for the period of construction is required to ensure that sediments are contained on-site.

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

SIGNED: Billy G. Guckelby SIGNED: Joe Jones
TITLE: CE/Design Hydrology TITLE: CE
DATE: 11/1/85 DATE: 11/1/85

PLEASE PROVIDE A COPY OF THIS RECORD WITH THE DRAINAGE SUBMITTAL

T A B L E O F C O N T E N T S

	<u>Page</u>
1. PURPOSE.	1
2. GENERAL.	1
3. DRAINAGE	1
4. CONCLUSIONS.	2

CALCULATIONS

EXHIBITS

Exhibit I - Location Map

Exhibit II - F.E.M.A. Flood Plain Map

Exhibit III - Drainage and Grading Plan

DRAINAGE MANAGEMENT PLAN
EL RANCHO ATRISCO, UNIT 7

PURPOSE:

The purpose of this report is to determine an economical and effective storm water management plan for subject project.

GENERAL:

The development site consists of 12.8 acres and is located adjacent to the west boundary of the Ladera Golf Course Detention Basin (See Exhibit I). Presently the site slopes from west to east and is not located within a flood plain (See Exhibit II). The soil onsite is of the Bluepoint Series BCC Type "A".

The El Rancho Atrisco Sector Plan allows for Unit 7 to drain either north to the La Rinconda Channel, south to the Ladera Channel, or directly to the Detention Center via an approved stormwater system.

DRAINAGE:

The development site will be analyzed as though all lots are draining to the fronting street. In some cases, backyard ponding has been used.

Forty-six lots will contribute their discharge to the Ladera Channel via Vista del Sur and Ronda de Lechusas, which in turn contributes to the Ladera Detention Area. The runoff that takes the path mentioned above will be approximately 25.6 cfs and have a total volume of approximately 43,825 cf for the 100-year, 6-hour rainfall event.

CONCLUSIONS:

El Rancho Atrisco, Unit 7 is part of the El Rancho Atrisco Sector Plan; therefore, drainage considerations utilized within this report are consistent with the Sector Plan.

Runoff from Unit 7 will street flow into existing concrete rundowns, which drain into the Ladera Channel. This rundown is presently inadequate, but will be improved to attain capacity. The Ladera Channel is an improved earthen channel and discharges directly into the Ladera Golf Course Detention Basin.

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CHIEF OF PARTY

INST.

WEATHER

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(505) 884-0696

LOC.

FILE

PROJ.

SHEET

SUBJ.

OF

DATE

Undeveloped Conditions:

Rational Method

$$Q = C I A$$

where $C = 0.40$

$I = 4.65$

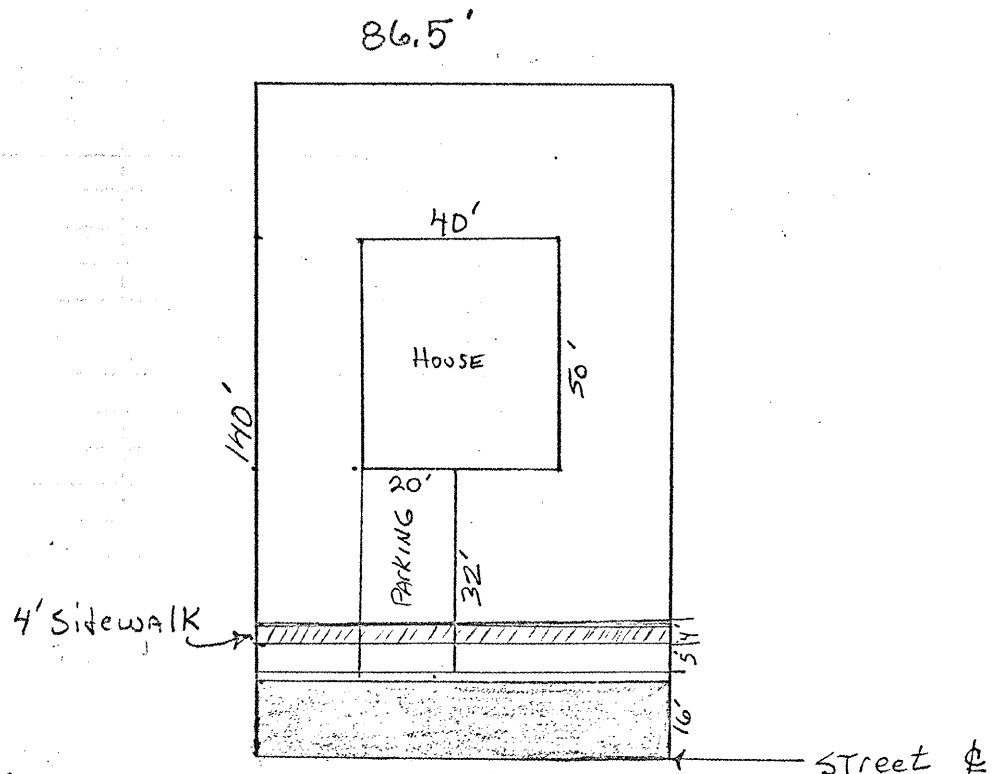
$A = 12.7248 \text{ AC} = 554,290 \text{ sf}$

$$Q = 0.40(4.65)(12.7) = 23.6 \text{ cfs}$$

$$V = 0.40(2.2/12)(554,290) = 40,650 \text{ cf}$$

Developed Conditions:

Average lot Conditions



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DATE _____

Weighted 'C'

House	= 1500 sf	X .90	= 1,350
Sidewalk	= 346 sf	X .95	= 328
Parking	= 640 sf	X .95	= 608
Street	= 1384 sf	X .95	= 1,315
Landscaping	= 8,240 sf	X .25	= 2,060
	<u>12,110 sf</u>		<u>5,661</u>

$$\text{Weighted 'C'} = \frac{5,661}{12,110} = 0.47$$

(1) DRAINAGE Area to contribute to flows in Vista del Sur
 (DRAINAGE Area A)

$$27 \text{ Lots} \times 12,110 \text{ sf/Lot} = 326,970 \text{ sf} = 7.5 \text{ Ac}$$

$$Q_{100} = C I A$$

$$= 0.47 (4.65) (7.5) = 16.4 \text{ cfs}$$

$$V_{100} = 0.47 (2.2/12) (326,970) = 28,175 \text{ cf}$$

(2) DRAINAGE to Vista del Sur - South to Ladera Channel.
 (DRAINAGE AREA B)

$$15 \text{ lots} \times 12,110 \text{ sf/Lot} = 181,650 \text{ sf} = 4.2 \text{ Ac}$$

$$Q_{100} = C I A$$

$$= 0.47 (4.65) (4.2) = 9.2 \text{ cfs}$$

$$V_{100} = 0.47 (2.2/12) (181,650) = 15,650 \text{ cf}$$

(3) DRAINAGE to Rhonda de Lechuses - South to Ladera Channel
 (DRAINAGE AREA C)

$$4 \text{ lots} \times 12,110 \text{ sf/Lot} = 48,400 \text{ sf} = 1.1 \text{ Ac}$$

$$Q_{100} = 0.47 (4.65) (1.1) = 2.4 \text{ cfs}$$

$$V_{100} = 0.47 (2.2/12) (48,400) = 4,170 \text{ cf}$$

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WEATHER _____

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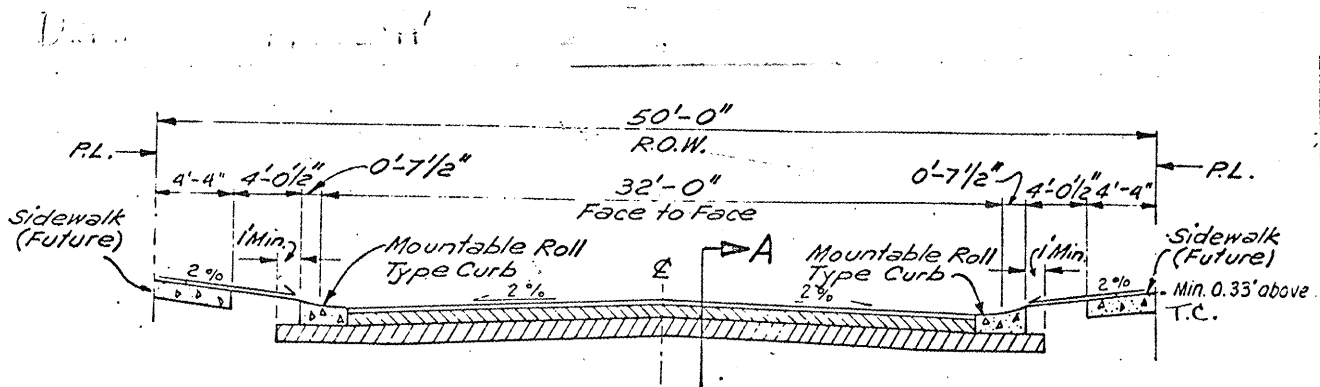
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PROJ. _____ SHEET _____
SUBJ. _____ 3 OF _____

DATE _____

EXISTING VS. PROPOSED CONDITIONS:

$$\Delta Q_{100} = (16.4 + 9.2 + 2.4) - 23.6 = 4.4 \text{ cfs (increase)}$$

$$\Delta V_{100} = (28,175 + 15,650 + 4,170) - 40,650 = 7,345 \text{ cf (increase)}$$



TYPICAL PAVING SECTION
(50' R.O.W.) C.O.A. Std. P-2
(Mountable Roll Type Curb)
N.T.S. C.O.A. Std. P-8

$$\begin{aligned} \text{Area} &= 18.8 \text{ sf} \\ \text{Hyd. Rad} &= 18.8/50 = 0.376 \\ \text{Slope} &= 0.5\% \\ N &= 0.017 \end{aligned}$$

$$Q = \frac{1.486}{0.017} (18.8)(0.376)^{2/3} (0.005)^{1/2} = 60.3 \text{ cfs}$$

∴ Mountable curb is adequate throughout the site
Even at minimum slope.

NOTE: Rhonda de Lachuses And
Vista del Sur will have
STD. Curb and gutter

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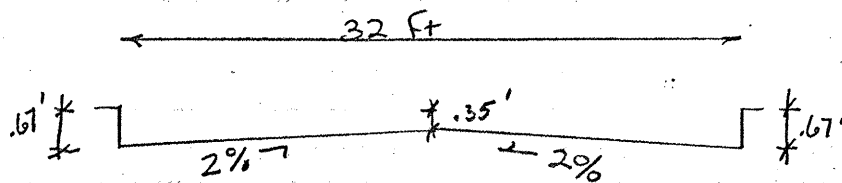
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 INST. _____
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Capacity of Vista del Sur



$$Q = \frac{1.486}{n} A R^{2/3} S^{1/2}$$

where $A = 32 \left(\frac{.35 + .67}{2} \right) = 16.3 \text{ ft}^2$
 $S = .005$
 $n = 0.017$

$$Q = \frac{1.486}{0.017} (16.3) (0.49)^{2/3} (.005)^{1/2}$$

$$R = A/p = \frac{16.3}{33.4} = .49$$

$$= \underline{\underline{62.5 \text{ cfs}}}$$

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 WEATHER _____

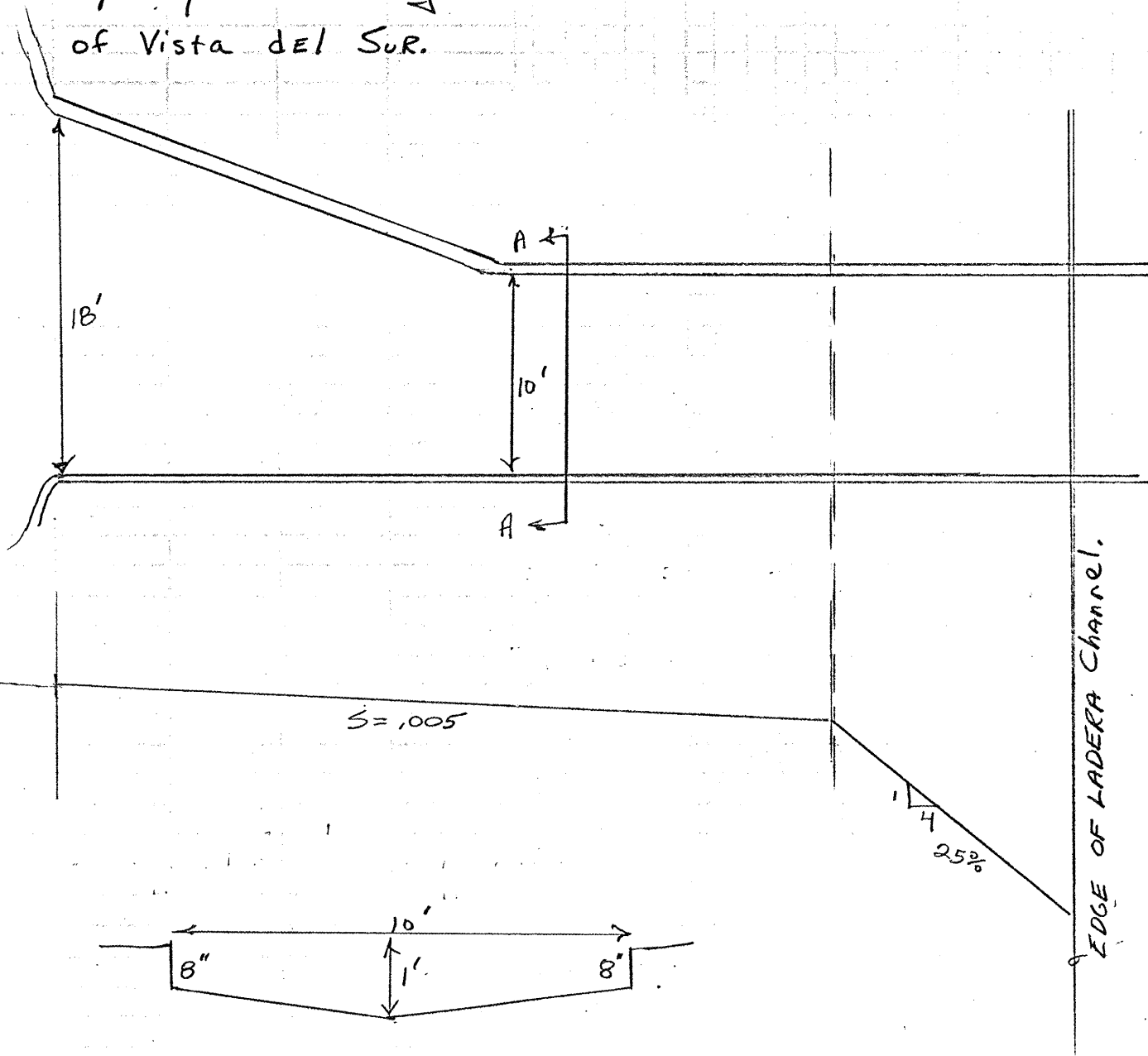
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Capacity of Drainage Channel at South end
 of Vista del Sur.

VISTA DEL SUR



Section A-A.

$$Q = \frac{1.486}{n} A R^{2/3} S^{1/2}$$

$$Q = 55.2 \text{ cfs}$$

$$A = \left(\frac{.67 + 1}{2} \right) 10 = 8.35'$$

$$R = A/P = 8.35/11.3 = 0.74$$

$$S = .005$$

$$n = .013 \text{ (concrete)}$$

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PROJ. _____ SHEET _____
SUBJ. _____ OF _____

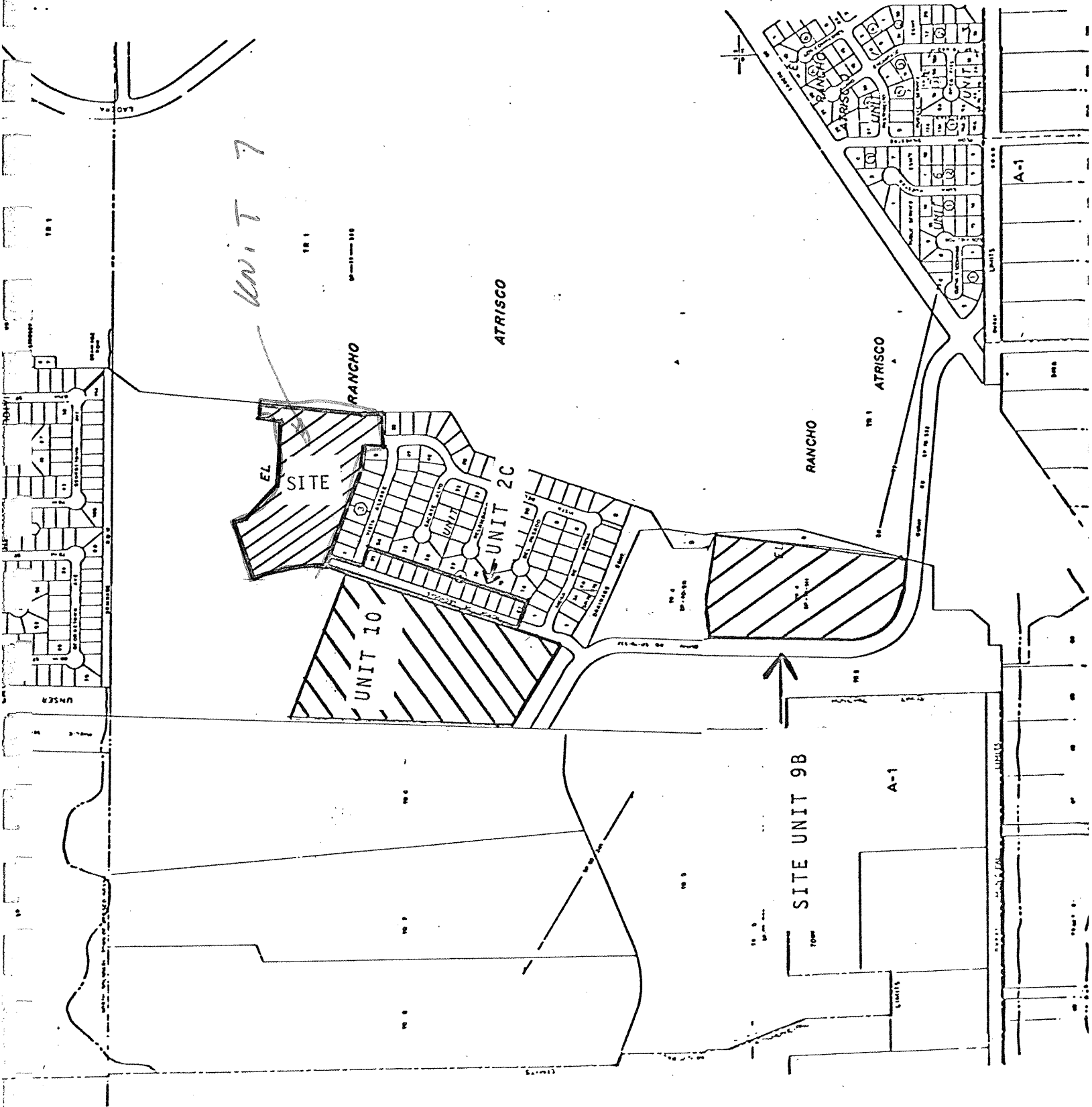
DATE _____

THE EXISTING Concrete Rundown at the North end of Vista del Sur appears to be inadequate, this is due to the contribution of each small section being added individually - taken as a whole, the Intensity of the RAIN fall would be $T_c = .0078 \frac{L^{.77}}{S^{.375}} = .0078 \frac{(2500)^{.77}}{.005^{.375}}$
 $T_c = 24.8 \text{ min}, I = 6.84 (24.8)^{.51} (2.2) = 2.93 \text{ in/hr}$ instead of 4.65
which would indicate a flow of $\frac{2.93}{4.65} \cdot 57.8 \text{ cfs} = 36.4 \text{ cfs}$.
which the channel have adequate capacity.

ZONE ATLAS

G-10

1. AREA 2. DISTRICT 3. UNIT 4. NAME OF DISTRICT	5. DISTRICT 6. NAME OF DISTRICT 7. NAME OF DISTRICT 8. NAME OF DISTRICT	9. DISTRICT 10. NAME OF DISTRICT 11. NAME OF DISTRICT 12. NAME OF DISTRICT	13. DISTRICT 14. NAME OF DISTRICT 15. NAME OF DISTRICT 16. NAME OF DISTRICT
--	--	---	--



Undeveloped

off-site flow Area 160,000 sf

7b PHASE II

7a PHASE II

8b PHASE I

8a PHASE I

9b PHASE I

9a PHASE I

10b PHASE I

10a PHASE I

Vista Alegre

Vista del Sur

Ladera Channel

OURAY ROAD

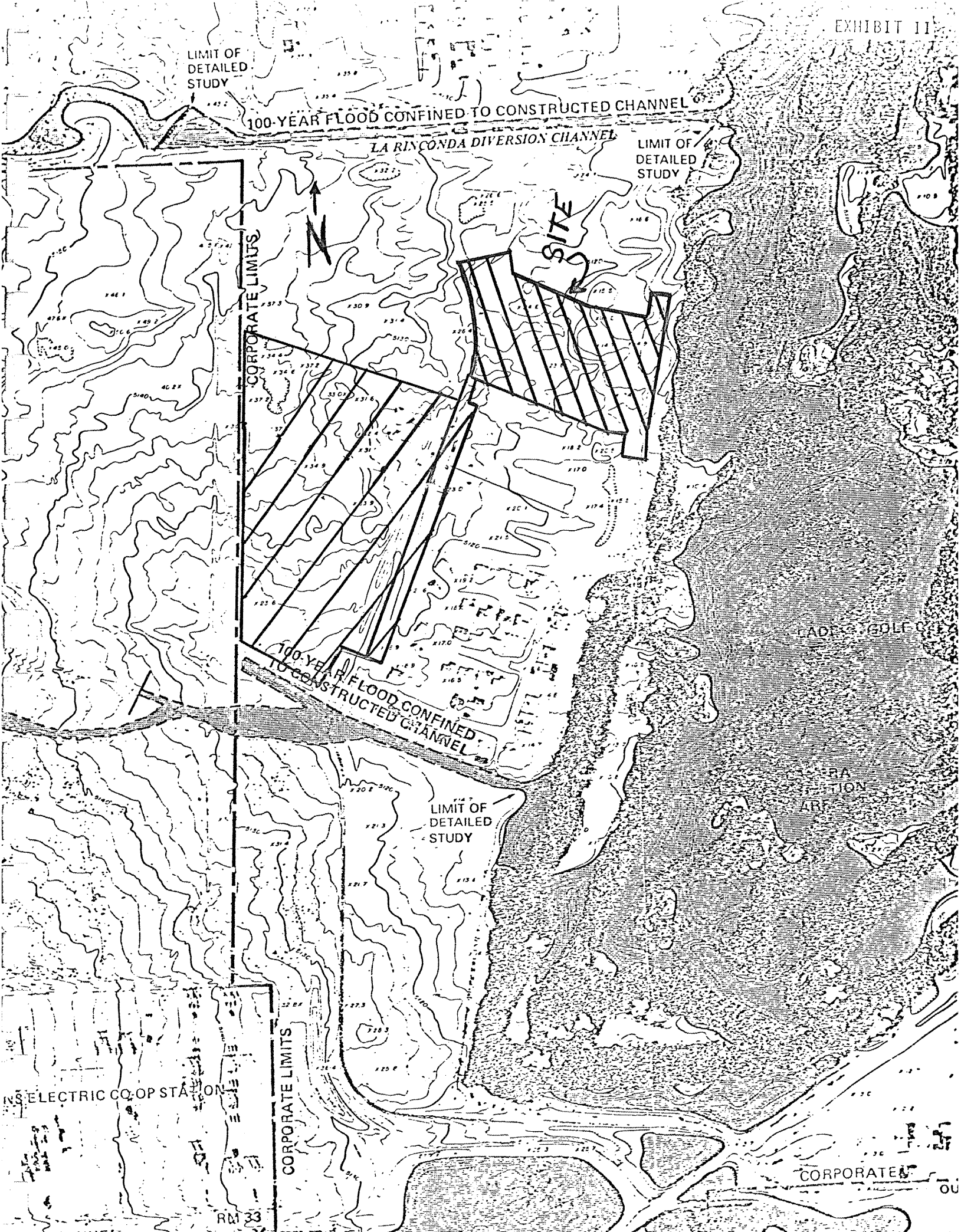
EXISTING Concrete Runway

LADERA DETENTION AREA

LADERA
DETENTION
Area

Street	Proposed Flow	Exist. Capacity
* Rhonda de Lech.	49.8 cfs	107.6 cfs
Vista del Sur	31.6 cfs	62.5 cfs
Concrete Rundown (Vista del Sur)	57.8 cfs 36.4 - see Previous PAGE	55.2 cfs

(VISTA DEL SUR) ²⁰⁰¹ Previous PAGE
* Information based upon approved drainage plan for unit 10a, 10b & 2c



LIMIT OF
DETAILED
STUDY

100-YEAR FLOOD CONFINED TO CONSTRUCTED CHANNEL

LA RINCONDA DIVERSION CHANNEL

LIMIT OF
DETAILED
STUDY

CORPORATE LIMITS

SITE

100-YEAR FLOOD CONFINED
TO CONSTRUCTED CHANNEL

LIMIT OF
DETAILED
STUDY

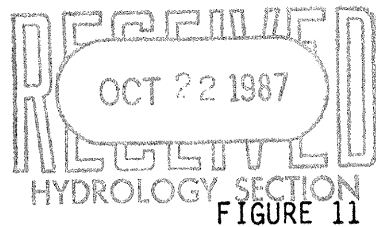
CORPORATE LIMITS

NS ELECTRIC CO. OP STATION

RM 33

CORPORATE

OU



G10/D3D

87-682

D.R.B. Case No. ~~85-621~~
 D.R.C. Project No. 2981
 Date Submitted ~~9-29-87~~

10-20-87

EXHIBIT "D"
 to Subdivision Improvements Agreement

DEVELOPMENT REVIEW BOARD (D.R.B.)
 REQUIRED INFRASTRUCTURE LISTING
 for EL RANCHO ATRISCO UNIT No. 7

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

Size	*Type Improvement	Location	From	To
10"	SAS	Ronda de Lechusas	Vista Alegre	Escarpa Drive
8"	SAS	Vista del Sur	North of Vista Alegre	Lot 1, Block 1
8"	SAS	Sol Poniente Road	Vista del Sur	Escarpa Drive
8"	SAS	Arenoso Place	Cul-de-Sac	Vista del Sur
8"	SAS	Escarpa Drive	Ronda de Lechusas	Lot 5, Block 4

MANHOLES ON ABOVE REFERENCED STREETS

10"	Waterline	Ronda de Lechusas	Vista Alegre	Escarpa Drive
8"	Waterline	Vista del Sur	North of Vista Alegre	Lot 1, Block 1
6"	Waterline	Sol Poniente Road	Vista del Sur	Escarpa Drive
6"	Waterline	Arenoso Place	Cul-de-Sac	Vista del Sur
6"	Waterline	Escarpa Drive	Ronda de Lechusas	Lot 5, Block 4

FIRE HYDRANTS AS PER CITY REQUIREMENTS

	Curb/Gutter	Ronda de Lechusas	Vista Alegre	Escarpa Dr. (East Side)
	Curb/Gutter	Vista del Sur	North of Vista Alegre	(Both Sides)
	Curb/Gutter	Sol Poniente	Vista del Sur	Escarpa Dr. (Both Sides)
	Curb/Gutter	Arenoso Place	West of Vista del Sur	(Both Sides)

RECORDS TRANSMITTAL AND RECEIPT

DEPARTMENT PUBLIC WORKS		LOCATION/BOX # (RC USE ONLY)	
DIVISION/SECTION ENGINEERING/HYDROLOGY- PLAZA DEL SOL BLDG.			
DEPT. AND DIV. RECORDS COORDINATORS Terri Martin/Richard Dourte			
SHIPMENT BOX NO. 13	OF 18	SHIPMENT DATE 4/24/2002	DESTRUCTION 1 Year DATE (MONTH After Filming AND YEAR)
RECORD DESCRIPTION			SCHEDULE ITEM NO.
F18/D31	F20/D24B	F21/D37N	<p><i>Files Picked up by</i></p>
F18/D48	F21/D10A	F21/D50	
F18/D49	F21/D10C	F21/D52	
F18/D50	F21/D10E	F21/D48	
F18/D52	F21/D28	F21/D53A	
F19/D3	F21/D22	F21/D54	
F20/D8	F21/D37D	F22/D11B	
F19/D30		F22/D11C	
F20/D19		G10/D2	
F20/D23		G10/D23	
K20/D23		G10/D5D	

RM 00004

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RECORDS TRANSMITTAL AND RECEIPT

DEPARTMENT PUBLIC WORKS		LOCATION/BOX # (RC USE ONLY)	
DIVISION/SECTION ENGINEERING/HYDROLOGY -PLAZA DEL SOL BLDG.			
DEPT. AND DIV. RECORDS COORDINATORS Terri Martin/Richard Dourte			
SHIPMENT BOX NO. 14	OF 18	SHIPMENT DATE 4/24/2002	DESTRUCTION 1 Year DATE (MONTH After Filming AND YEAR)
RECORD DESCRIPTION			SCHEDULE ITEM NO.
L14/D9	L15/D28	L17/D18	
L14/D24	L15/D31B	L18/D2	
L14/D28	L15/D35	L18/D29	
L14/D30	L15/D37	L18/D33	
L14/D31	L16/D11A	L18/D34	
L14/D33	L16/D12	L18/D36	
L14/D35	L16/D18	L18/D37	
L15/D8A	L16/D21	L18/D38	
L15/D17	L16/D26	L18/D45	
L15/D21	L17/D1B	L19/D2A	
L15/D22	L17/D14	L19/D18	
L15/D23	L17/D15	L19/D34	
L15/D25	L17/D16	L19/D37	
L15/D27	L17/D17	L19/D42	
		L19/D43	
		L19/D44	
		L19/D48	
		L20/D13D	
		L20/D38	
		L20/D44	
		L21/D4	
		L21/D27	
		L21/D30	
		L21/D38	
		L21/D39	
		L22/D24	

RECORDS TRANSMITTAL AND RECEIPT

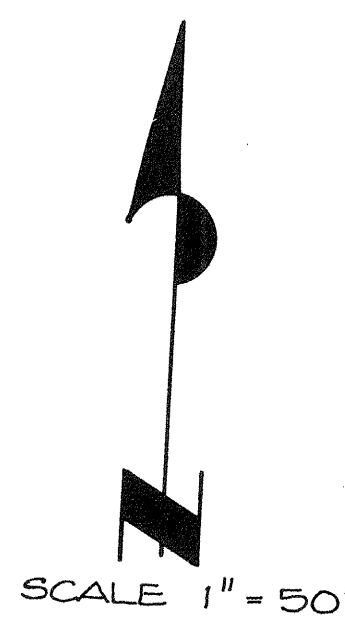
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DIVISION/SECTION ENGINEERING/HYDROLOGY - PLAZA DEL SOL BLDG.			
DEPT. AND DIV. RECORDS COORDINATORS Terri Martin/Richard Dourte			
SHIPMENT BOX NO. 17 OF 18		SHIPMENT DATE 4/24/2002	DESTRUCTION 1 Year DATE (MONTH After Filming AND YEAR)
RECORD DESCRIPTION			SCHEDULE ITEM NO.
E15/D5 E17/D1A E17/D32 E15/D6 E17/D1E E17/D41 E16/D3 E17/D1F E20/D6A E16/D3C E17/D1U E20/D22B E16/D4 E17/D1BB E22/D3B E16/D5 E17/D9A E22/D4 E16/D6 E17/D19D F13/D12 D16/D7 E17/D29A E16/D9 E17/D31 E16/D10			

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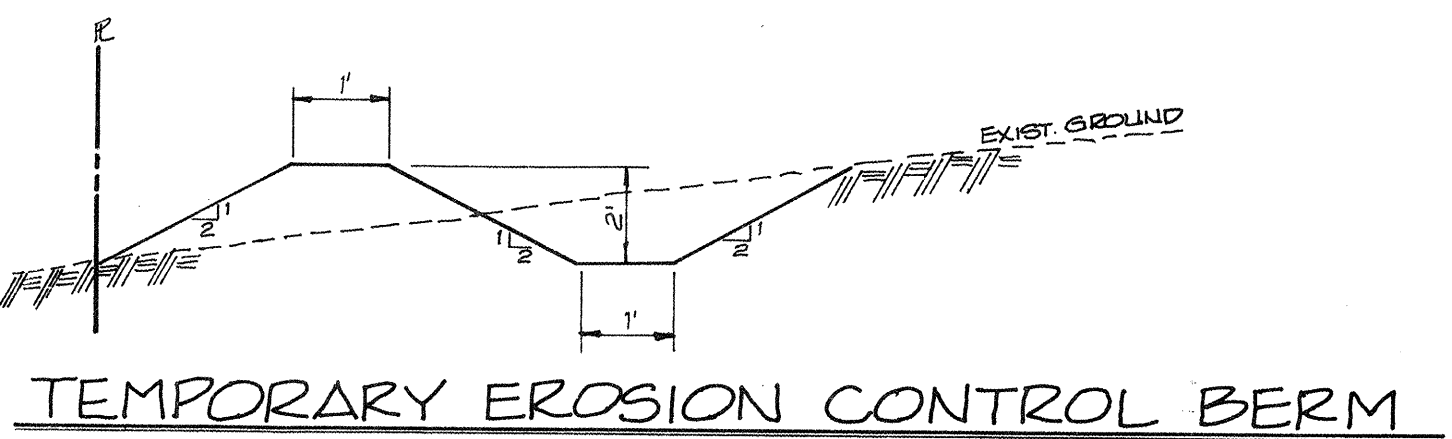
RECORDS TRANSMITTAL AND RECEIPT

DEPARTMENT PUBLIC WORKS		LOCATION/BOX # (RC USE ONLY)	
DIVISION/SECTION ENGINEERING/HYDROLOGY- PLAZA DEL SOL BLDG.			
DEPT. AND DIV. RECORDS COORDINATORS Terri Martin/Richard Dourte			
SHIPMENT BOX NO. 18 OF 18		SHIPMENT DATE 4/24/2002	DESTRUCTION 1 Year DATE (MONTH After Filming AND YEAR)
RECORD DESCRIPTION			SCHEDULE ITEM NO.
E4/D1 H33/D1 L24/D2 E4/D2 J30/D1 L24/D3 D32/D1 J35/D1 L24/D4 E32/D1 K28/D1 L24/D5 E33/D1 K28/D2 L25/D1 E33/D2 L6/D1 L26/D1 E34/D2 L7/D1 L26/D2 E34/D3 L7/D2 N3/D2 H29/D3 L24/D1 N4/D1 H29/D4 K28/D1 N4/D2 X00/D1			



- UNIT 7 BOUNDARY DATA**
- ① N 06° 57' 38" E, 72.14'
 - ② S 83° 02' 22" E, 80.00'
 - ③ S 60° 00' 00" E, 55.66'
 - ④ S 30° 00' 00" E, 80.00'
 - ⑤ N 60° 00' 00" E, 13.60'
 - ⑥ Δ = 49° 58' 13"
R = 345.00'
T = 160.77'
L = 300.89'
 - ⑦ Δ = 03° 23' 12"
R = 1522.61'
T = 45.01'
L = 90.00'
 - ⑧ S 89° 58' 10" W, 50.00'
 - ⑨ N 00° 01' 50" W, 11.70'
 - ⑩ S 00° 00' 31" W, 94.63'

UNIT 10



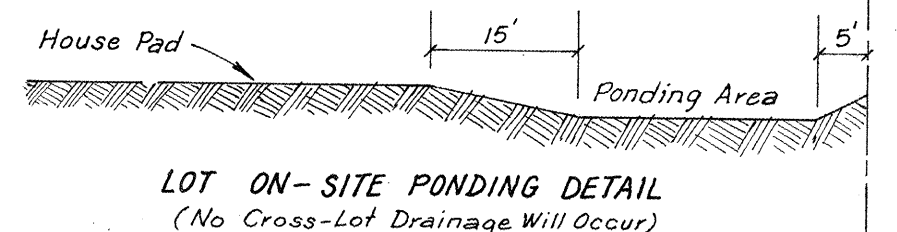
TEMPORARY EROSION CONTROL BERM



LEGEND

- Proposed Sidewalk w/ Curb & Gutter
- Existing Sidewalk w/ Curb & Gutter
- Existing Contour
- Flow Arrow
- Proposed Spot Elevation
- Erosion Control Berm (Temporary)

Note: Contractor is Responsible For Obtaining A Topsoil Disturbance Permit From The Environmental Health Department.



LOT ON-SITE PONDING DETAIL
(No Cross-Lot Drainage Will Occur)

AS BUILT INFORMATION		BENCH MARKS		SURVEY INFORMATION		ENGINEER'S SEAL		REVISIONS		APPROVALS	
CONTRACTOR	DATE	STATION	MARK	NO.	BY	DATE	SEAL	NO.	DATE	ENGINEER	DATE
WORK BY	DATE	STATION	MARK								
INSPECTION BY	DATE										
ACCEPTANCE BY	DATE										
FIELD DRAWING BY	DATE										
CHECKED BY	DATE										
RECORDED BY	DATE										
NO.											

CITY OF ALBUQUERQUE MUNICIPAL DEVELOPMENT DEPARTMENT ENGINEERING DIVISION			
TITLE: EL RANCHO ATRISCO UNIT 7 DRAINAGE AND GRADING PLAN			
APPROVALS	ENGINEER	DATE	APPROVALS
City Engineer			Liquid Waste
A.C.E. - Design			Traffic
A.C.E. - Hydrology			Water

DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
JCS/JSP	OCT. 85	JCS/JSP	OCT. 85	LCG	OCT. 85

DRAWING NO.	MAP NO.	SHEET	OF
	G-10	3	13

DTM & A JOB NO. 794.11 7