HYDROLOGY G11/D19 1 PLAN

G 11/D19

1 PLAN

G 11/D19

1 PLAN

HALL SURVEYING CO.

PHONE 884-6444 or 884-6200 ALBUQUERQUE, NEW MEXICO 87110 2625 PENNSYLVANIA, N.E. SUITE 350

August 3, 1983

Mr. Fred Aguirre
City Hydrologist
Engineering Division
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: Estrella Brillante Subdivision

Dear Fred,

1. The pond will be on lots 66-71 on the plat of Estrella Brillante Subdivision and is dedicated as a "temporary drainage easement until such time as released by the city hydrologist". This will assure the city of its right to handle any drainage problems that might arise and give hydrology the ability to release one or more lots for building after a storm sewer is placed in Quail Road or vicinity. However, it will be at least five years before any storm sewer will be placed in the near vicinity according to my conversation with John Andrews of Andrews, Asbury, and Roberts. At the present time there are no plans for a storm sewer in Quail Road or Atrisco. Also, no plans are in the design stage or will be before the year is out. Mr. Andrews informed me at first to drain the entire project to the South and East. Several months later I was informed that Redlands Road on the North was a collector street and was being designed to handle run-off from 150 feet south of the south right-of-way line. However, this project is several years away from completion. Also, the conceptual grading and drainage plan had already been approved, and the curb and gutter and sewer and water plans were submitted and approved by FHA, so there was no reason to change design at that point.

The owners of the Estrella Brillante Subdivision also own the adjoining five acres to the East and are planning a similar subdivision depending on the success of this one. The owners are planning to build from North to South and if available tie into a storm sewer running east in Quail to Atrisco. They hope to fill in the pond as the total retention demands are released and move the pond furthur south toward Quail. However, should no outlet be available they plan to carry the water across another 20 foot drainage easement to their land on the east. The owners will provide another retention pond at the southeast corner until such time as a storm sewer is available. At this point it is impossible to put a date on when a storm sewer system will be installed. Also, there is no design data available to try to match grades for future tie-in to a system.

2. A recorded plat with a dedication statement as we have provided is an acceptable document for transfer of the drainage, water, and public walkways shown between lots 34 and 35 (being 20 feet in width) and between lots 24 and 25 (being 7 feet in width). There is some misunderstanding reguarding the inference that it was the owners responsibility to provide an "easement" across the adjoining property next to the cul-de-sacs of Prenda de Oro Court, N.W. and El Cerquito Court, N.W. The owners agreed to try and obtain an "agreement" from the property owners of Lot 6, Block 3; Lot 12, Block 2; Lot 1, Block 2; and Lot 12, Block 1 of El Rancho Atrisco, Unit 4 for the purpose of a public walkway. The document presented to the Design Review Board on June 21, 1983 was discussed reguarding the size of easement. Never was it discussed whether the wording or description was legal or acceptable.

In my opinion the city should be responsible for providing their own easements if the city feels they are necessary. However, in my client's interest, to speed up the

review process, I have made grant of easements for the properties mentioned. I would like to have your opinion and that of your staff as to whether these are acceptable.

3. The owners have letters of credit and are obtaining performance bonds from their insurance company. I have notified them of your concern for following the proper channels and they in turn said they would comply. The reasoning behind asking for the financial garuntee in early meetings was the original plan to put in private streets. The owner has since decided to put in public streets.

4. I have no copy of the proposed covenant for Estrella Brillante Subdivision, but have asked the owners to provide us both with one.

5. I previously noted in Item 4 of my letter addressed to Brian Burnett that the depth of the pond would be 6 feet. You will note on the grading and drainage plan that the depth is 5.2 feet. Nothing has changed on the plan approved for sign-off by the Design Review Board on June 21, 1983. The owners don't like the idea of a deep pond any more than either you or I do. However, they are not willing to give up any more land to keep the required volume retained and reduce the depth of the pond. Yes, maintenance of a deep pond is harder than maintenance of a shallow pond. Are you willing to reduce the volume required for total on-site retention? As far as tying into a future system, I have no data on which to answer or address your question. As I stated in Item 1 of this letter, the owners plan to fill-in this pond directing the water to Quail if possible. If this is not possible, they will direct the water east to the next property and another pond. In regards to your request that the pond be drained within 24 hours, I was told to retain the water, which means to hold the water on site. I was not told to detain the water for a 24 hour period. Additionally, there is no place to discharge the water except vacant unimproved land which means a possibility of erosion.

I see no reason to delay furthur the sign-off of the plat. I believe the owners and the city have worked well together up to this point. Let's hope a solution can be reached quickly. I thank you for your consideration in this matter.

Sincerely,

Richard Hall

Richard V. Hall, P.E.
Rh/vh

ANDREWS, ASBURY & ROBERT, INC.
Consulting Engineers
149 Jackson, NE, Albuquerque, New Mexico 87108
(505) 265-6631

John A. Andrews, P.E.
Charles T. Asbury, P.E.
John B. Robert, P.E. & L.S.

July 6, 1983

Fred Aguirre
City Engineering - Hydrology
City of Albuquerque
PO Box 1293
Albuquerque, New Mexico 87103

SUBJECT: GILL SUBDIVISION

Dear Mr. Aguirre:

At the request of Brian Burnett, Mr. Richard Hall has contacted me relative to the drainage plan for subject project because of our involvement in the West Side drainage plan and Special Assessment District 198.

For your information, the plan at the present time is to have the drainage, from a line 150 feet south of Redlands, flow north to Redlands and the area south of s[illegible] line flow south and east.

Please call me [illegible] you need additional information.

Very truly yours,

John A. Andrews

JOHN A. ANDREWS, P.E.

mt-301

Enclosure

cc: Richard Hall

G11-D19

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

July 28, 1983

Mr. Richard Hall
Hall Engineering
2625 Pennsylvania N.E.
Suite 350
Albuquerque, N.M. 87110

RE: GILL SUBDIVISION GRADING AND DRAINAGE PLAN

Dear Richard:

Pursuant to our discussion, I submit the following list of items that must be satisfied prior to plat sign-off:

1. Require dedication of the pond (i.e. Lot 66) to the City with a revision clause.

2. An acceptable easement (or R/W) for the property between the 20 ft. and 25 ft. easements, shown on your plat, and the adjoining cul-de-sacs immediately west of the project.

3. Financial guarantees for the drainage, utilities and street improvements.

4. Provide this office with a copy of the proposed covenant which identifies maintenance responsibilities of the pond for our review.

5. Pond depths proposed appear to be excessive for the purpose of maintenance and future connections to a storm drain system and/or a curb outlet. Also, the pond must be designed to drain within 24 hours.

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

Very truly yours,

Fred J. Aguirre

Fred J. Aguirre, P.E.
Civil Engineer

FJA/tsl

BRIGHT STAR ENTERPRISES, INC.
7913 Central Ave. N.W.
Albuquerque, New Mexico 87105

83 45452

966

June 15, 1983

City of Albuquerque
Hydrology Department

To Whom It May Concern:

We, Virgilio Gil and Dago Ruiz, the owners of block 390 Kindrick Addition, agree to pay our fair and equitable share of those assessments stemming from the City of Albuquerque for drainage improvements made in the near vicinity of Kindrick addition.

We further agree to make any future owners aware of such future responsibilities, through our development covenance.

Dago Ruiz

Virgilio Gil

Signed and Sworn to before me this 15 day of June 1983.

Notary Public

My commission expires 3-17-85

NOTARY PUBLIC
STATE OF NEW MEXICO

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

'83 JUL 12 A8 :02

Misc 29-A 966

DOLORES C. WALLER
CO. CLERK & RECORDER

DEPUTY

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

G11 - D19

June 7, 1983

Mr. Richard Hall
Hall Engineering
2625 Pennsylvania N.E.
Suite 350
Albuquerque, N.M. 87110

RE: GILL SUBDIVISION GRADING AND DRAINAGE PLAN

Dear Richard:

I concur in general with the concept proposed. As we have discussed on several occasions, this particular project has the added complication of no permanent outfall. Therefore, the concept of retention ponding is only allowed if:

a. improvements are built to current City standards,
b. are designed and constructed to eventually tie into the final infrastructure,
c. the owner commits to participating in any future assessment districts for his/her fair and equitable share.

Along these lines, I would like your reaction to these items and an assessment made as to how the development will insure compliance. Also, the following information is requested:

a. Ortho-topo information regarding off-site watersheds. Is this runoff volume ponded?

b. What features will the pond have (i.e., gravel, landscaping, etc.).

c. What maintenance provisions will be made? As you know, the long term workable of retention ponds is not good.

As you can see, realizing the timely construction of this project will be dictated by the resolution of mostly "non-technical" items. I look forward to your input.

Please call if you have any questions.

Very truly yours,

Brian G. Burnett

Brian G. Burnett
Civil Engineer/Hydrology

BGB/tsl

MUNICIPAL DEVELOPMENT DEPARTMENT
Richard S. Heller, P.E., City Engineer
ENGINEERING DIVISION
Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

HALL SURVEYING CO.

PHONE 884-6444 or 884-6200 ALBUQUERQUE, NEW MEXICO 87110 2625 PENNSYLVANIA, N.E. SUITE 350

INFORMATION SHEET

PROJECT TITLE: GILL SUBDIVISION OF KINDRICK ADDITION

TYPE OF SUBMITTAL: CONCEPTUAL GRADING AND DRAINAGE PLAN

ZONE ATLAS PAGE: G-11 CITY ADDRESS: _____

LEGAL DESCRIPTION: KINDRICK ADDITION FILED OCT. 13, 1978.

HALL ENGINEERING CO. RICHARD HALL
2625 Pennsylvania Ave. N.E. 884-6200 G-11-P19

OWNER: VIRGIL GILL 2718 Morningside N.E. 888-3494 or 831-0570

ARCHITECT: None at this time

SURVEYOR: HALL Surveying Co. RICHARD HALL
2625 Pennsylvania Ave. N.E. 884-6200

CONTRACTOR: VIRGIL GILL SAME AS ABOVE

DATE SUBMITTED MAY 20th, 1983 By: RICHARD V. HALL

RECEIVED
MAY 20 1983
ENGINEERING

HALL SURVEYING CO.

PHONE 884-6444 or 884-6200 ALBUQUERQUE, NEW MEXICO 87110 2925 PENNSYLVANIA, N.E. SUITE 350

Mr. Brian G. Burnett
Hydrology/Engineering Division
CITY OF ALBUQUERQUE
P.O.Box 1293
Albuquerque, N.M. 87103

RE: GILL SUBDIVISION GRADING AND DRAINAGE PLAN (G11-D19)

1. All improvements such as Curb, Water, Sewer, Paving and Sidewalks will be built to current city standards.

2. The owner has signed an agreement to participate in any future assessment districts for his fair share and will put a notice in the covenantes so any future owners will be aware of future assessment.

3. An Ortho-topo map indicating off-site watersheds is provided and the run-off volume has not been provided for at this time.

4. The drainage pond will be rectangular with a six (6') foot drop retained by a engineered retaining wall with a gravel bottom.

5. All maintance of the pond and private drainage easements will be the responcibility of the home owners association and will be so stated in the covenantes. The pond will be maintained by Mr. Virgil Gill untill the association can assume responcibility.

6. The owners and I would like to request a waiver and release of designed and constructed subdivision to tie in to the final infrastructure because of the reworking of several key drawings that have already been submitted to F.H.A. This could delay our project several weeks.

Sincerely,

RICHARD V. HALL
PE & L.S.

Pending Closing
Pg. 15

RESTRICTIONS

OF

KINDRICK SUBDIVISION

A Declaration Of Restrictions, Covenants
and Conditions for the Creation and Maintenance
of a Planned Unit Residential Development

1. The use of Common Area and facilities; and

2. The use of roads and parking areas, and the assignment of parking areas and storage areas not granted to Owners by deed.

b. The Project Rules may, without limitation and to the extent deemed necessary by the Association in order to preserve the benefits of the Project for all Owners, their families, invitees, licensees, and lessees, restrict and govern the use of Common Area and recreational facilities by any Owner, by the family of such Owner, or by any invitee, licensee, or lessee of such Owner on a non-discriminatory basis.

c. A copy of the Project Rules, as they may from time to time be adopted, amended, or repealed, shall be delivered to each Owner in the manner provided for the giving of notice. Upon such delivery, the Project Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

d. Upon a determination by the Board that an Owner, or his guest, has violated any provision of this Declaration or of the Association's Articles of Incorporation, By-Laws, or Project Rules, the Board shall suspend the voting rights and the use of Common Area and facilities of the Owner and all persons using such Owner's privileges for a period not exceeding ninety (90) days. In the event of a delinquent assessment, suspension of voting rights and the use of Common Area shall be extended for the entire period of nonpayment. An opportunity for hearing before the Board upon at least ten (10) days' written notice will be given to any Member whose privileges are sought to be suspended prior to the effective date of the suspension.

e. The Board shall have the power to adopt, amend and repeal, from time to time as part of the Project Rules, rules and regulations which interpret or implement the provisions of Section 3.01. The Board may, from time to time, specify the plans and specifications.

Section 5.04: Liability of Members of Board.
No member of the Board shall be personally liable to any Owner, or to any other person, including Grantor, for any error or omission of the Association, its representatives and employees, or the manager; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

Section 5.05: Duties and Obligations of the Association.
a. The Association shall have the obligation and duty, subject to the Project Restrictions, to do and perform each and every thing set out in this Section, for the benefit of the Owners and for the maintenance and improvement of the Project.

b. The Association shall accept as part of the Project all property properly annexed to the Project and shall accept all Owners as members of the Association.

c. The Association shall accept from Grantor the fee or leasehold estate (including easements) is all Common Area from time to time transferred to it pursuant to those Restrictions, subject to the reservation of all easements, licenses and rights of Grantor.

d. The Association shall maintain, or provide for the maintenance of, Common Area and all improvements thereon, and ponding area for ~~as long as it is used for that purposes~~. The Association shall have no maintenance responsibility with respect to the structural elements of units and buildings, window and other glass surfaces, air conditioning, heating, plumbing, electrical or other mechanical systems, water laterals serving units, the exteriors and roofs of units, including painting and surface care, improvements installed by Owners which were not part of the original construction or replacements of original construction, and improvements installed by persons or entities other than the Association, pursuant to easements in the Common Area.

e. The Association shall provide and maintain the refuse collection equipment for the Project and shall pay all refuse collection charges for the Project and for the Units. This commercial containerized service shall be the only refuse collection service available in the project.

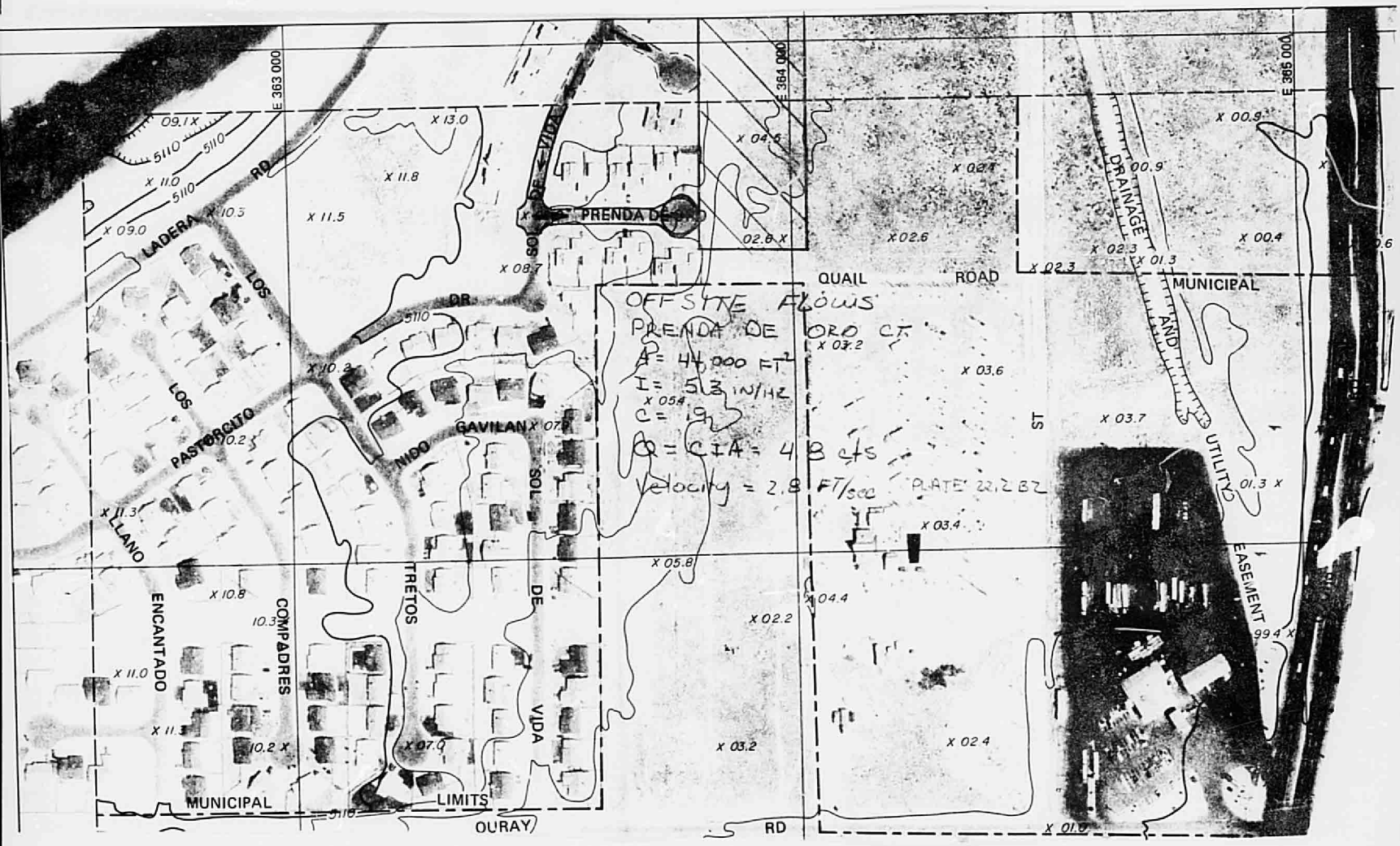
f. The Association shall maintain or provide for the maintenance of all roads and parking areas within the project constituting Common Area, which have not been dedicated to nor accepted for dedication or maintenance by a government entity.

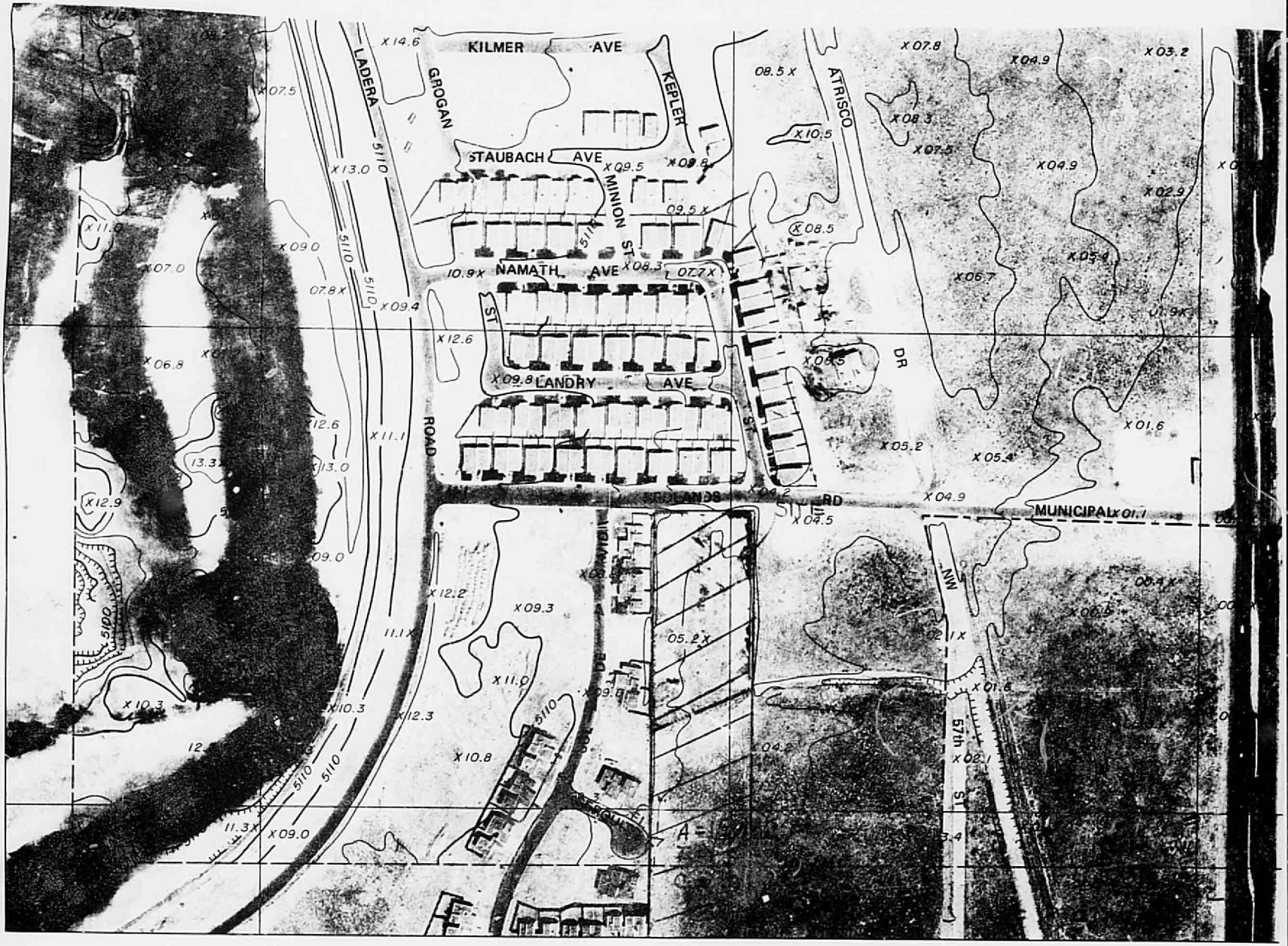
g. The Association shall maintain or provide for the maintenance of all landscaping and vegetation (including without limitation, grass, mass plantings, shrubs and trees) on or constituting Common Area and all area pertaining to each unit available at street level and shall keep such vegetation properly trimmed, mowed, cut, watered, fertilized, planted and replaced so that it provides an attractive appearance.

h. The Association may employ the services of a corporate or individual manager to manage the affairs of the Association and, upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under the Project Restrictions. No management agreement entered into between the Association and any professional management company (whether or not such professional management company is owned or controlled by the Grantor) shall provide for a term in excess of two (2) years and all such agreements shall permit the Association to terminate for cause upon not more than thirty (30) days' prior written notice and all such agreements shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. If professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of unit estates to which at least 67 percent of the votes in the Association are allocated and the approval of eligible holders holding mortgages on unit estates which have at least 51 percent of the votes of unit estates subject to eligible holder mortgages.

i. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon Common Area, and shall pay all income or other taxes levied upon the Association.

j. The Association shall obtain and maintain in force the following policies of insurance to the extent policies with the required provisions are economically available:


E 363 000
E 364 000
E 365 000
LADERA RD
LOS PASTORCITO
LLANO
ENCANTADO
COMPADRES
TRETOS
NIDO GAVILAN
SOL DE VIDA
PRENDA DE ORO
QUAIL ROAD
DRAINAGE AND UTILITY EASEMENT
MUNICIPAL
MUNICIPAL LIMITS
OURAY RD
OFFSITE FLOWS
PRENDA DE ORO CT
A = 44,000 FT²
I = 5.3 IN/HR
C = .19
Q = CIA = 4.8 cfs
Velocity = 2.8 FT/sec
PLATE 22.2 B2


KILMER AVE
GROGAN
KEPLER
LADERA
ROAD
STAUBACH AVE
MINION ST
NAMATH AVE
LANDRY AVE
ATRISCO
DR
MUNICIPAL
57th ST
NW
5110

83 40088 262

EASEMENT DEDICATION

The owners of property described as ;

LOT (12) BLOCK (1)
LOTS (1) , (12) BLOCK (2)
LOT (6) BLOCK (3)
All of EL RANCHO ATRISCO TRACT THREE, A subdivision to the City of Albuquerque, County of Bernalillo.

We free consent of, and in accordance with the desires of the undersigned owners and/or propietors thereof, do hereby dedicate the right of way, together with all easement being Seven (7) feet in with along front lot lines, for purposes of Drainage and Water.

Phyllis Sanchez

Owners of lot 12, block 1.

Lawrence E. Fulty

Owners of lot 1, block 2.

George P. Foy Helen B. Foy

Owners of lot 12, block 2.

G. P. Hickowski

Owners of lot 6, block 3.

The foregoing instrument was acknowledge before me this 13 day of June 1983.

My commission expires. 5-12-85 Notary Public

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

'83 JUN 20 PM 1:51

Rec 24A 262

BK
DOLORES WALTER
COUNTY CLERK RECORDER

DEPUTY

83 40089

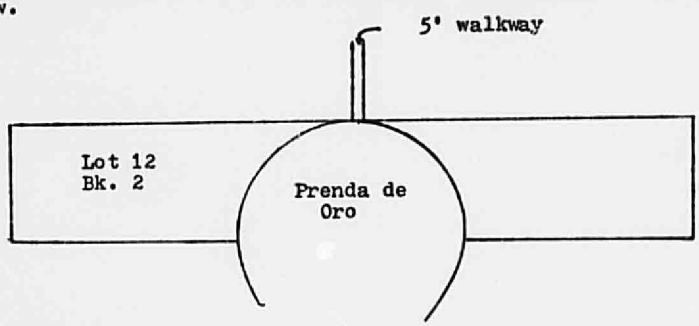
PEDESTRIAN WALKWAY DEDICATION

The owners of property described as;

LOT TWELVE (12) BLOCK TWO (2)

All of EL RANCHO ATRISCO TRACT THREE, a subdivision to the City of Albuquerque, County of Bernalillo.

We free consent of, and in accordance with the desires of the undersigned owners and/or propietors thereof, do hereby dedicate the right of way, together with all easement being two feet six inches (2' 6") along front and side lot lines adjacent to Kindrick Addition for Pedestrian Walkway as shown on sketch below.



Helen R. Foy — George P. Foy

Owners of lot 12, block 2.

The foregoing instrument was acknowledge before me this 15 day of June 1983.

3-17-85 — E. L. Ruiz

My commission expires — Notary Public

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

'83 JUN 20 PM 1:51

Mar 248 263

DOUGLAS W. WALKER
CO. CLERK RECORDER

DEPUTY

d. The Association shall maintain, or provide for the maintenance of, Common Area and all improvements thereon, and ponding area for as long as it is used for that purpose. The Association shall have no maintenance responsibility with respect to the structural elements of units and buildings, window and other glass surfaces, air conditioning, heating, plumbing, electrical or other mechanical systems, water laterals serving units, the exteriors and roofs of units, including painting and surface care, improvements installed by Owners which were not part of the original construction or replacements of original construction, and improvements installed by persons or entities other than the Association, pursuant to easements in the Common Area.

e. The Association shall provide and maintain the refuse collection equipment for the Project and shall pay all refuse collection charges for the Project and for the Units. This commercial containerized service shall be the only refuse collection service available in the project.

f. The Association shall maintain or provide for the maintenance of all roads and parking areas within the project constituting Common Area, which have not been dedicated to nor accepted for dedication or maintenance by a government entity.

g. The Association shall maintain or provide for the maintenance of all landscaping and vegetation (including without limitation, grass, mass plantings, shrubs and trees) on or constituting Common Area and all area pertaining to each unit as visible at street level and shall keep such vegetation properly trimmed, mowed, cut, watered, fertilized, planted and replaced so that it provides an attractive appearance.

h. The Association may employ the services of a corporate or individual manager to manage the affairs of the Association and, upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under the Project Restrictions. No management agreement entered into between the Association and any professional management company (whether or not such professional management company is owned or controlled by the Grantor) shall provide for a term in excess of two (2) years and all such agreements shall permit the Association to terminate for cause upon not more than thirty (30) days' prior written notice and all such agreements shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. If professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of unit estates to which at least 67 percent of the votes in the Association are allocated and the approval of eligible holders holding mortgages on unit estates which have at least 51 percent of the votes of unit estates subject to eligible holder mortgages.

i. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon Common Area, and shall pay all income or other taxes levied upon the Association.

j. The Association shall obtain and maintain in force the following policies of insurance to the extent policies with the required provisions are economically available:

AMENDMENTS

All future owners understand that assessments may be made in the future by the City of Albuquerque for drainage improvements made in the near vicinity of Kindrick Addition and agree to pay their fair and equitable share of these assessments.

A GRANT OF DRAINAGE AND WATER EASEMENT

This easement grant is made and executed this 6 day of AUGUST, 1983, by and between George P. Fox, hereinafter called the "Grantor" and the City of Albuquerque, New Mexico, a municipal corporation, hereinafter called the "City".

1. The Grantor is the owner of the following described real property within the city of Albuquerque: Lot numbered Twelve (12) in Block numbered Two (2) of EL RANCHO ATRISCO UNIT No. 4 an addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on June 19, 1979.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and deliver to the City of Albuquerque a perpetual easement over and across a portion of Grantor's property for the purpose of drainage and water

3. The land affected by the grant of this easement is more particularly described as follows: The South 26.06 feet of lot 12.

BEGINNING at the Southeast corner of the tract herein described being identical to the Southeast corner of lot 12 and running,
THENCE, along a Curve to the left (having a central angle of 35 deg. 23' 13", a Radius of 45 feet, and a Chord Bearing N. 17 deg. 07' 38" W. a distance of 27.36 feet) a distance of 27.79 feet to the Northwest corner,
THENCE, S. 89 deg. 26' 33" E. a distance of 8.31 feet to the Northeast corner,
THENCE, S. 00 deg. 33' 27" W. a distance of 26.06 feet to the point of beginning and containing 69 square feet more of less.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of August, 1983.

George P. Fox
GRANTOR:

City of Albuquerque

ACKNOWLEDGEMENTS:

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this 6 day of August, 1983, by GEORGE P. FOX.

E. L. Bing
NOTARY PUBLIC

My commission expires: 3-17-85

A GRANT OF DRAINAGE AND WATER AND PUBLIC WALKWAY EASEMENT

This easement grant is made and executed this 3rd day of August, 1983, by and between Richard W + Adrienne W Koehler hereinafter called the "Grantor" and the City of Albuquerque, New Mexico, a municipal corporation, hereinafter called the "City".

1. The Grantor is the owner of the following described real property within the city of Albuquerque: Lot numbered One (1) in Block numbered Two (2) of EL RANCHO ATRISCO UNIT No. 4 an addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on June 19, 1979.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and deliver to the City of Albuquerque a perpetual easement over and across a portion of Grantor's property for the purpose of drainage and water and public walkway.

3. The land affected by the grant of this easement is more particularly described as follows: The North 26.04 feet of lot 1.

BEGINNING at the Northeast corner of the tract herein described being identical to the Northeast corner of lot 1 and running,
THENCE, S. 00 deg. 33' 27" W. a distance of 26.04 feet to the Southeast corner,
THENCE, N. 89 deg. 26' 33" W. a distance of 8.30 feet to the Southwest corner of the easement described and point of curve on the right-of-way line of El Cerquito Court, N.W.,
THENCE, along a curve to the left (having a central angle of 35 deg. 21' 26", a Radius of 45 feet, and a Chord Bearing N. 18 deg. 14' 39" E. a distance of 27.33 feet) a distance of 27.77 feet to the point of beginning and containing 69 square feet more or less.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of August, 1983.

Richard W. Koehler Adrienne W. Koehler _____
GRANTOR: City of Albuquerque

ACKNOWLEDGEMENTS:

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this 10 day of August, 1983, by E. L. Briz RICHARD W & ADRIENNE KOEHLER

E. L. Briz
NOTARY PUBLIC

My commission expires: 3-17-85

A GRANT OF DRAINAGE AND WATER AND PUBLIC WALKWAY EASEMENT

This easement grant is made and executed this 3rd day of August, 1983, by and between Phyllis Sanchez, hereinafter called the "Grantor" and the City of Albuquerque, New Mexico, a municipal corporation, hereinafter called the "City".

1. The Grantor is the owner of the following described real property within the city of Albuquerque: Lot numbered Twelve (12) in Block numbered One (1) of EL RANCHO ATRISCO UNIT No. 4 an addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on June 19, 1979.

2. For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and deliver to the City of Albuquerque a perpetual easement over and across a portion of Grantor's property for the purpose of drainage and water and public walkway.

3. The land affected by the grant of this easement is more particularly described as follows: The South 26.04 feet of lot 12.

BEGINNING at the Southeast corner of the tract herein described being identical to the Southeast corner of lot 12 and running,
THENCE, along a Curve to the left (having a central angle of 35 deg. 21' 34", a Radius of 45 feet, and a Chord Bearing N. 17 deg. 08' 28" W. a distance of 27.33 feet) a distance of 27.78 feet to the Northwest corner,
THENCE, S. 89 deg. 26' 33" E. a distance of 8.31 feet to the Northeast corner,
THENCE, S. 00 deg. 33' 27" W. a distance of 26.04 feet to the point of beginning and containing 69 square feet more of less.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of August, 1983.

GRANTOR: Phyllis Sanchez

City of Albuquerque

ACKNOWLEDGEMENTS:

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this 3 day of August, 1983, by PHYLLIS SANCHEZ.

NOTARY PUBLIC

My commission expires: 3-17-85

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