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G11/D36

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DRAINAGE INFORMATION SHEET

G-11/D36

PROJECT TITLE: ESTRELLA BRILLANTE ZONE ATLAS/DRNG. FILE #: H-11-Z

LEGAL DESCRIPTION: Lots 33, 34, 35 Estella Brillante PH. II

CITY ADDRESS: BRIGHT STAR & QUAIL Rd. NW

ENGINEERING FIRM: RIVERA ENGINEERING CONTACT: Raul A. Rivera

ADDRESS: 2624 Valencia DR NE · Alb. 87110 PHONE: 269-0944

OWNER: Virgil Gil CONTACT: Virgil Gil

ADDRESS: 3809 Atrisco NW-Suite A PHONE: 839-0838

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: RIVERA ENGINEERING CONTACT: Raul A. Rivera

ADDRESS: 2624 Valencia Dr NE, Alb. 87110 PHONE: 269-0944

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

X YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

X DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

X GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ 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

___ OTHER _____ (SPECIFY)

RECEIVED
JUL 23 1992
HYDROLOGY DIVISION

DATE SUBMITTED: _____

BY: _____

25 × 10

0000 0000 0408

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

July 24,1992

Raul A. Rivera, P.E.
RIVERA ENGINEERING
2624 Valencia Dr. SE
Albuquerque, N.M. 87110

RE: DRAINAGE & GRADING PLAN FOR ESTRELLA BRILLANTE PH. II,
LOTS 33, 34 & 35 (G-11/D36)
RECEIVED JUNE 30, 1992 FOR BUILDING PERMIT APPROVAL

Dear Mr. Rivera:

Based on the information included in the submittal referenced above, this project is approved for Building Permit. The Drainage & Grading plan must be included in the set of construction document that you submit for the Building Permit.

If I can be of further assistance, you may contact me at 768-2727.

Sincerely,

John P. Curtin

John P. Curtin, P.E.
PWD/Hydrology

WPHYD+3483

25×

0000 0000 0409

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

June 20,1991

Virgil Gil Construction
3821 Avalon, NW
Albuquerque, New Mexico 87105

RE: ESTRELLA BRILLANTE SUBDIVISION LOTS 66-71 & 30-35
(Gil-D36) DRB 90-396

Dear Mr. Gil:

The purpose of the revised drainage plan required for approval of DRB 90-396 was to replace the grading plan of record with your changes. The grading plan of record incorporates a 1.29 acre-ft retention pond on these lots. The revised grading plan would allow us to approve the vacation request, eliminate the pond and approve future grading for each individual lot.

The SAD 217 construction plans did not include any grading information for the referenced lots.

Regarding your vacation request, the public drainage easement can be vacated subject to the approval of the updated drainage plan discussed above.

I hope this letter clarifies the purpose of the updated drainage plan requirement. If you should have any questions, please feel free to call me at 768-2650.

Sincerely,

Fred J. Aguirre
City Hydrologist

xc: Michael Brasher, City Council
Lee Lunsford, SAD Engineer

FJA
(WP+2706)

25×10

#2706

Virgil Gil Construction

Lic. No. 12738

RECEIVED
JUN 4 1991
HYDROLOGY DIVISION

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT

Fred J. Aguirre, P.E.

With this letter at this time I request that the temporary public drainage easement presently occupying Lots 66,67,68,69,70,71 of Estrella Brillante a Subdivision of Kendrick Addition and also Lots 33,34,35 of Estrella Brillante Ph.II be vacated by The City of Albuquerque.

On the grounds that:

1. This pond easement is no longer needed.
2. SAD No. 217 Has already been completed. (see attached letter)
3. The property owners already have been assessed for the storm sewer improvements under SAD 217.
4. Not vacating this easement goes against the purposes of SAD 217

If you are not familiar with SAD 217 please make contact with Lee Lunsford in the Engineering Division He has all the plans and studies that have been done. I'm confident that you will find they have done a fine job, and that SAD 217 allows for all drainage in the area. Making this pond obsolete.

Please advice in writing of your response, and if you don't have the authority to do so please advice me of who does, so I can take the necessary steps to get this matter resolved.

A prompt respond will be appreciated.

Virgil Gil

cc/ Lee Lunsford
/ Micheal Brasher

3821 Avalon NW • Albuquerque, New Mexico 87105 • (505) 836-7342

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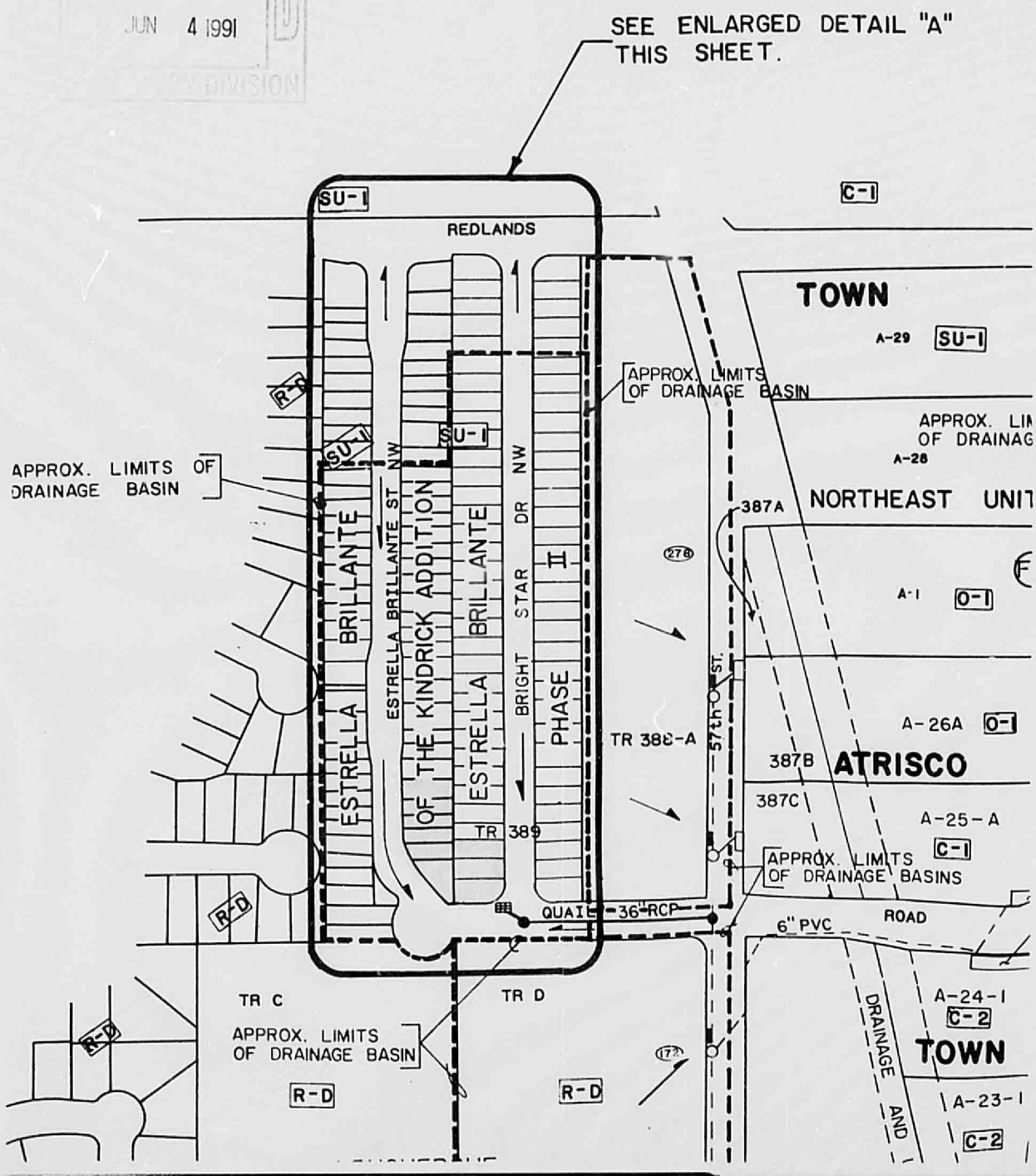
RECEIVED
JUN 4 1991
DIVISION



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DEVELOPMENT REVIEW BOARD--SPEED MO

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT/ENGINEERING GROUP

DRB CASE NO.: DRB-90-0396

AGENDA ITEM NO.: 15

SUBJECT:

JUN 4 1991

__X__(01) Sketch Plat _____(02) Bulk Land Variance _____(03) Sidewalk Variance
_____(04) Preliminary Plat _____(05) Site Development Plan _____(06) Vacation
_____(07) Final Plat _____(08) Infrastructure Listing _____(09) Sector Plan Bndry
_____(10) Sector Plan _____(11) Other _____

ACTION REQUESTED: __X__ REV/CMT; _____ APP; _____ SIGN-OFF; _____ EXTN; _____ AMEND

ENGINEERING COMMENTS:

1. An updated drainage report is required for preliminary plat approval. The proposed replat contains public drainage easement and can only be considered for vacation upon completion of SAD 217.

RESOLUTION:

APPROVED _____; DENIED _____; DEFERRED _____; COMMENTS PROVIDED _____; WITHDRAWN _____

SIGNED-OFF: (SDP) (FP) (IL) (SP) BY: (WUD) (CE) (TRANS) (PRKS) (PLNG)

DELEGATED: (SDP) (FP) (IL) (SP) TO: (WUD) (CE) (TRANS) (PRKS) (PLNG)

FOR: _____

SIGNED: Fred J. Aguirre, P.E.
City Engineer/AMAFCA Designee

DATE: November 27, 1990

25×

0000 0000 0413

SJR & ASSOC.
Santiago Romero Jr. and Associates, Inc.
ENGINEERS • SURVEYORS
6139 Edith Blvd. NE
Albuquerque, New Mexico 87107 • (505) 345-2733

CONSTRUCTION MANAGEMENT
JAN ? 1991
DIVISION
JUN 4 1991
HYDROLOGY DIVISION
CONSTRUCTION MANAGEMENT
JAN ?) 1991
DIVISION

January 29, 1991

Mr. Andre Houle
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: **CITY OF ALBUQUERQUE**
SPECIAL ASSESSMENT DISTRICT NO. 217
RECOMMENDATION OF ACCEPTANCE OF STREET,
WATER, SANITARY SEWER & STORM DRAINAGE IMPROVEMENTS

Dear Mr. Houle:

A final inspection of the street and storm drainage improvements was held on June 6, 1990 for the following streets:

Alamogordo NW	Ward Dr. NW	Pheasant Ave. NW
Quail Rd. NW	Flamingo NW	Corona NW
57th St. NW	Americana NW.	51st St. NW

A copy of the punch list items were presented to the contractor for completion. The contractor did successfully complete the items outlined in the punch list.

A final inspection of the water and sanitary sewer improvements was held on June 11, 1990 for the following streets:

Ward Dr. NW	Pheasant Ave. NW	
Flamingo NW	51st St. NW	Aveinda Arturo

A copy of the punch list items were presented to the contractor for completion. The contractor did successfully complete all items outlined in the punch list.

The warranty period for the streets inspected herein on both June 6 and June 11, 1990 commenced on June 22, 1990.

A final inspection was held on August 27, 1990 for the water and street improvements constructed on the following streets:

Conchas St. SE	Cochiti Rd. SE	Garcia St. SE
Contreras Pl. NW	Deborah Ave. NW	Aveinda Chiquita NW

A final inspection was held on October 11, 1990 for the street, storm sewer, water and storm drainage improvements for the following streets:

Oakwood Dr. NE	Oakwood Pl. NE	Camino del Sierra NE
Trimble Ct. NE	Windsor Pl. NE	Sierra Ct. NE
Coors Blvd. NE	Jewel Lane NE	Quail NW (curb of 57th St.)
Berry Rd. NW		

25×

An itemized punch list of work required to satisfactorily complete the project was provi[illegible] to the contractor immediately after the inspection. The contractor was again given a [illegible] of items on November 28, 1990 that had not been successfully addressed in the October [illegible] 1990 list of comments. The contractor has successfully complet[illegible]ed the November 28, 19[illegible] list of items. Therefore, we recommend that the City accept the improvements constructe[illegible] in SAD 217 for maintenance. The warranty period for the streets addressed in the Octob[illegible] 11, 1990 final inspection and the August 27, 1990 inspection shall commence on January [illegible] 1991.

If you have any questions please call.

Sincerely,
SANTIAGO ROMERO JR. & ASSOCIATES, INC.

Santiago Romero Jr. P.E. & P.S.
President

cc: Mr. Lee Lunsford, SAD Engineer
Mr. Russ Givler, City Engineer
Mr. Jacob Baca, Street Maintenance
Mr. Ed Elwell, Storm Drain Maintenance
Mr. Sam Hall, Water Systems Maintenance
Mr. Ray Pang, Liquid Waste Division

jobno891200
SRJr/[illegible]as

0000 0000 0415

GEO-TEST

October 25, 1990 Job No. 90-1053

Virgil Gil Construction
3821 Avalon, N.W.
Albuquerque, New Mexico 87105

ATTN: Virgil Gil

IN RE: Estrella Brillante Subdivision

Gentlemen:

As requested, two exploratory borings were drilled within the existing storm water detention pond located at the referenced project. The purpose for drilling the borings was to evaluate the effect of water which was contained within the pond on the subgrade soils.

Two borings were drilled to depths of 20 feet at the approximate locations shown on the attached site plan. The borings were drilled with a truck mounted drill rig equipped with 4 1/2 inch diameter continuous flight auger. Split spoon drive samples and Standard Penetration Tests were performed at five foot intervals. Borings were continuously logged during drilling. Logs of the borings are attached. Moisture contents were determined for the samples recovered and are presented on the boring logs.

Based on the results of the moisture content tests and Standard Penetration Test blow count data, there has not been a significant wetting or softening of the soils at the bottom of the pond, relative to the deeper soils. Accordingly, special site preparation for filling the ponds should not be required.

Should there be any questions concerning this letter, please call.

Respectfully Submitted,

GEO-TEST, INC.

Darrel L. Buffington, P.E.

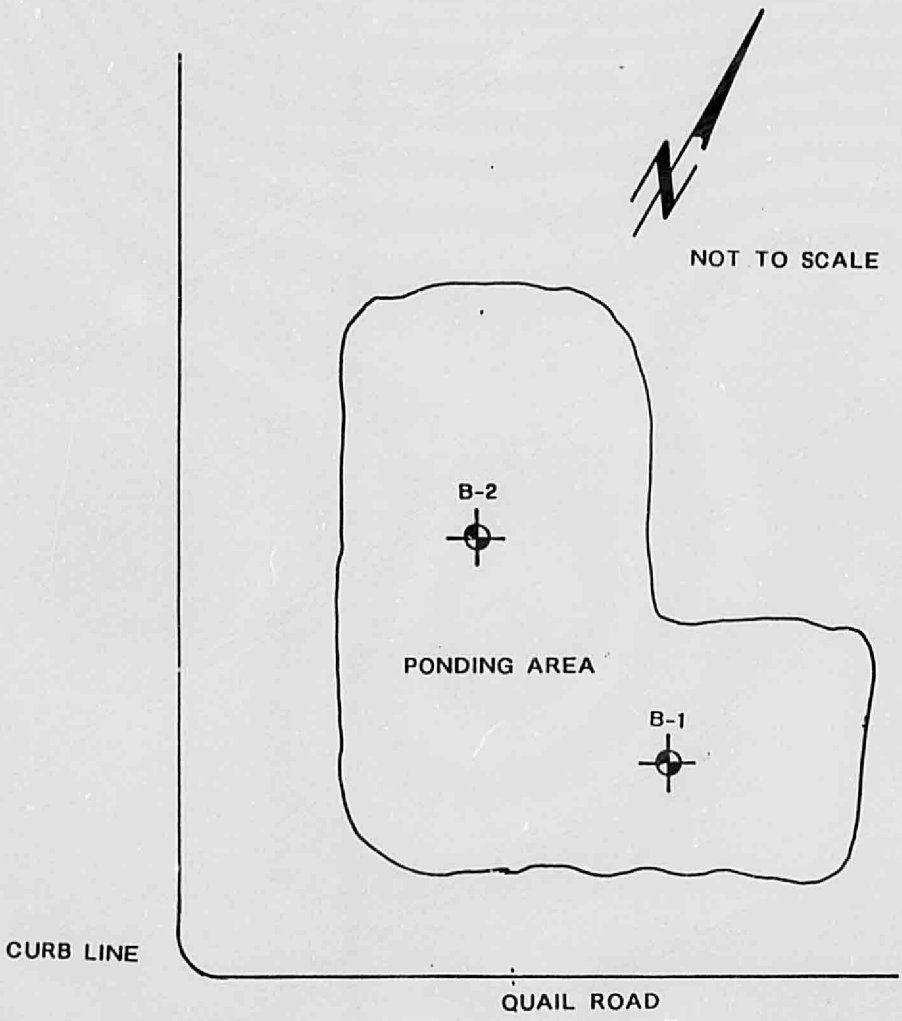
GEO-TEST, INC.
1242 SILER RD.
SANTA FE,
NEW MEXICO
87501
(505) 471-1101

3609 PALO DURO NE
ALBUQUERQUE,
NEW MEXICO
87110
(505) 883-0074

25×10

0000 0000 0416

SITE PLAN



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GEO-TEST

LOG OF TEST BORING

NO. 1

PROJECT Estrella Brillante Subdivision JOB NO 90-1053

DATE 10-17-90 TYPE BORING 4½" CFA

ELEVATION _____ DATUM _____

GROUNDWATER DEPTH:

During Drilling None After 24 Hours _____

DEPTH	LOG	S-I	T-S	N/12"	M	ɣ	USC	DESCRIPTION
0								
			SS	12	3.2			Silty Sand, Non plastic, Brown
5							SM	
			SS	15	8.0			
10								
			SS	14	4.4			
15								
			SS	20	6.3			
20								Stopped Auger at 20'
25								
30								
35								
40								

LEGEND

LOG Graphical Representation

S-I Sampled interval

T-S Type Sample (ss, splitspoon; UD, undisturbed ring; AC, auger cuttings; CS, continuous sampler)

N/12 Number of Blows for a 140 lb. Hammer Falling 30" to drive Sampler 12"

M Moisture of Sample Expressed as Percent

ɣ Weight per Cubic Foot

USC Unified Soil Classification

25×10

0000 0000 0418

GEO-TEST

LOG OF TEST BORING

NO. 2

PROJECT Estrella Brillante Subdivision JOB NO 90-1053

DATE 10-17-90 TYPE BORING 4½" CFA

ELEVATION _____ DATUM _____

GROUNDWATER DEPTH:

During Drilling None After 24 Hours _____

DEPTH	LOG	S-I	T-S	N/12"	M	ɣ	USC	DESCRIPTION
0								
			SS	12	2.9			Silty Sand, Non Plastic, Brown
5							SM	
			SS	17	2.2			
10								
			SS	20	1.9			
15								
			SS	20	2.5			
20								Stopped Auger at 20'
25								
30								
35								
40								

LEGEND

LOG Graphical Representation

S-I Sampled Interval

T-S Type Sample (sr, splitspoon; UD, undisturbed ring; AC, auger cuttings; CS, continuous sampler)

N/12 Number of Blows for a 140 lb. Hammer Falling 30" to drive Sampler 12"

M Moisture of Sample Expressed as Percent

ɣ Weight per Cubic Foot

USC Unified Soil Classification

25×

0000 0000 0419

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

December 7, 1987

Messrs. Dago Ruiz and Virgilio Gil
Fortuna Apartments
300 Unser Boulevard, NW
Albuquerque, New Mexico 87105

RE: ESTRELLA BRILLANTE SUBDIVISION PHASE I & II POND CONSTRUCTION
(G-11/D36) (W.O. #2810)

Dear Messrs. Ruiz and Gil:

I have been advised by memo that the pond for the referenced project has been inspected and is in substantial compliance with the approved plans dated August 6, 1987. Additionally, the two punch list items have been satisfied, hence your committment to the City dated May 28, 1987 has been satisfied. Thank you for your cooperation.

Additionally, I have been advised by Lee Lunsford in charge of Special Assessment Districts that I inadvertently signed the plat for Estrella Brillante Subdivision, Phase II without requiring the standard ratification agreement in order to keep the S.A.D. Assessment Plat current. As you are aware we expedited processing your plat to accommodate your request, hence, I trust you will contact Mr. Lunsford to rectify the situation.

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

Cordially,

Fred J. Aguirre, P.E.
City Hydrologist

FJA/bsj

xc: Lee Lunsford
Gene Romo

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RECEIVED
DEC 03 1987
HYDROLOGY SECTION

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT

ENGINEERING GROUP

INTER-OFFICE CORRESPONDENCE

December 1, 1987

TO: Fred Aguire, Chief Hydrologist

FROM: Philip Fischer, Senior Civil Engineer P.F

SUBJECT: FINAL INSPECTION OF RETENTION POND IN ESTRELLA BRILLANTE PHASE II, CITY PROJECT #2810.

Construction of the subject pond was inspected by the Construction Management Division and we find it to be in substantial compliance with the requirements contained on the revised pond plan date 8-6-87 which was approved by your office. On November 19, 1987 a final inspection was held for the subject pond. In attendance were Dickie Chavez and Merv Nephew of the Construction Management Division, Roger Green and Carlos Montoya of the Hydrology Development Section, and Robert Bilbao representing the developer. There were two punch list items; 1. Remove chain and lock from chain link fence gate and replace with City supplied lock, and 2. Place more grouted rip-rap at sides of the Temporary Erosion Control Section. These items have been taken care of.

xc: Readers File
Project File #2810

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Santiago Romero, Jr. & Associates, Inc.
ENGINEERING • SURVEYING
ph. (505) 345-2733 (505) 344-6828

La Chamisa Compound
2828 12th St. N.W. Suite B
Albuquerque, New Mexico 87107

RECEIVED
OCT 21 1987
HYDROLOGY SECTION

G-11/D36

October 20, 1987

Job No. 87-01-15

Mr. Fred Aguirre, P.E.
Hydrology Section
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: POND SUFFICIENCY ANALYSIS, ESTRELLA BRILLANTE

Dear Mr. Aguirre:

Transmitted herewith are executed Temporary Easement and Drainage Covenant documents for the above referenced project.

Sincerely,
SANTIAGO ROMERO JR., AND ASSOCIATES, INC.

Thomas A. Romero, C.E.I.
Vice President

TAR/dr
Enclosure

1 copy of each forwarded to City Engineer on 10/21/87 for signature and processing.
R. Green

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FILE COPY

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

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

October 19, 1987

Messrs. Dago Ruiz and Virgilio Gil
Fortuna Apartments
300 Unser Boulevard, NW
Albuquerque, New Mexico 87105

RE: RETENTION POND CONSTRUCTION, ESTRELLA BRILLANTE SUBDIVISION PHASE II (G-11/D36) (W.O. #2810)

Dear Messrs. Ruiz and Gil:

Effective immediately, all building permits will not be signed by Hydrology until the following items are completed:

1. The retention pond graded as approved by Hydrology.
2. Rundown from street constructed into pond.
3. Pond fenced.
4. Drainage Easement and Covenant executed for Lot 32. (Executed recorded copies attached for your records.)
5. Construction Division's acceptance of the pond, fencing, and rundown.

This action is justified due to non-compliance with the original agreement with Gene Romo, Chief Administrative Office, City of Albuquerque. Following is the outline of actions relating to this project:

1. May 28, 1987, Agreement with Gene Romo requiring pond completion by June 21, 1987.
2. August 5, 1987, meeting with George Selvia, Fred Aguirre, Tom Romero and Virgilio Gil to discuss drainage plan revision. Agreed to submit revision, provide easements and covenants, and then construct pond within a reasonable time frame.

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3. August 20, 1987, submittal by Tom Romero for pond revision.

4. September 8, 1987, Hydrology sent comment letter to August 20 submittal.

5. September 18, 1987, resubmittal by Tom Romero addressing September 8 comments.

6. September 29, 1987, Hydrology approved pond revision.

7. October 19, 1987, field inspection revealed that public sidewalk is being undermined due to rundown not be constructed.

Should you have any questions, or would like to discuss this matter, please call me at 768-2650.

Cordially,

Fred J. Aguirre, P.E.
City Hydrologist

cc: Rick Duran, Drainage Inspector
George Selvia, Engineering Group/PWD
Larry Larranaga, Director/PWD
Phil Fisher, Construction Division
Tom Romero, Santiago Romero, Jr. & Associates
Walt Nickerson, City Engineer
Gene Romo, CAO

RAG:FJA/bsj

Enclosures

25×10

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FILE COPY

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

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

September 29, 1987

Thomas A. Romero, C.E.T.
Santiago Romero, Jr. & Associates, Inc.
2828 12th Street, NW Suite B
Albuquerque, New Mexico 87107

RE: RETENTION POND ANALYSIS FOR ESTRELLA BRILLANTE, PHASE II
RECEIVED SEPTEMBER 18, 1987 (G-11/D36)

Dear Tom:

The above referenced resubmittal dated September 17, 1987, is approved as the retention pond design. The 100 year volume is required to be built and maintained until the future outfall storm drain is in place.

Since the surface area of the ponding area required incumbers Lot 32 in addition to those listed on the recorded plat, a Drainage Covenant and Temporary Easement is required. The Drainage Covenant provided by you previously is not consistant with the standard format required by the Legal Department. Please use the standard documents, copies attached, for processing. The description of "Property" should include the recording date, book and page numbers of the recorded plats.

It is expected that the retention pond will be completed immediately.

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

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

RAG/bsj

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Quail Road Pond Sufficiency Report ZONE ATLAS/DRN. FILE #: G11/D36

LEGAL DESCRIPTION: Estrella Brillante Subdivision & Estrella Brillante Subdivision, Phase II

CITY ADDRESS: _____

ENGINEERING FIRM: Santiago Romero Jr. & Assoc. CONTACT: Thomas A Romero

ADDRESS: 2828 12th st. NW Albuquerque 87107 PHONE: 345-2733

OWNER: Fortuna Apartments CONTACT: Mr. Dago Ruiz

ADDRESS: 300 Unser Blvd NW Albuquerque 87105 PHONE: _____

ARCHITECT: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: Santiago Romero Jr. & Assoc. CONTACT: Santiago Romero Jr.

ADDRESS: 2828 12th st. NW Albuquerque 87107 PHONE: 345-2733

CONTRACTOR: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

X YES

____ NO

____ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJECT NO. _____

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT

____ DRAINAGE PLAN

____ CONCEPTUAL GRADING & DRAIN. PLAN

____ GRADING PLAN

____ EROSION CONTROL PLAN

____ ENGINEER'S CERTIFICATION

x POND SUFFICIENCY REPORT

RESUBMITTAL

DATE SUBMITTED: 9-16-87

BY: Santiago Romero Jr. & Assoc.

CHECK TYPE OF APPROVAL SOUGHT:

____ 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

OTHER _____ (SPECIFY)

Rev. 11/84

25×

0000 0000 0426

Santiago Romero, Jr. & Associates, Inc.

ENGINEERING • SURVEYING
ph. (505) 345-2733 (505) 344-6828

La Chamisa Compound
2828 12th St. N.W. Suite B
Albuquerque, New Mexico 87107

September 16, 1987

Job No. 87-01-15

Mr. Stuart Reeder, PE
Hydrology Section
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RECEIVED
SEP 16 1987
HYDROLOGY SECTION

RE: QUAIL ROAD POND SUFFICIENCY ANALYSIS
ESTRELLA BRILLANTE AND ESTRELLA BRILLANTE, PHASE II

Dear Mr. Stuart:

Transmitted herewith are the required number of prints for the revised Pond Sufficiency Analysis. The revisions contained therein are in accordance with your comments contained in your letter dated September 8, 1987. Please note that we have called for the installation of a 3 foot high chain link fence and further note that the fence is to be constructed in accordance with the details presented in Mr. Richard Hall's original submittal. It is understood by our client and the City of Albuquerque that the fence would be constructed within two weeks of acceptance of the Sufficiency Analysis Report.

Sincerely,
SANTIAGO ROMERO JR., AND ASSOCIATES, INC.

Thomas A. Romero, C.E.T.
Vice President

TAR/dr
cc: Mr. Dago Ruiz
Mr. George Selvia
Mr. Larry Larranaga
Enclosures

25×10

0000 0000 0427

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

September 8, 1987

Thomas A. Romero, C.E.T.
Vice-President
Santiago Romero, Jr. & Associates, Inc.
2828 12th Street, NW Suite B
Albuquerque, New Mexico 87107

RE: QUAIL ROAD POND SUFFICIENCY ANALYSIS, SUBMITTED AUGUST 20, 1987 FOR ESTRELLA BRILLANTE AND ESTRELLA BRILLANTE, PHASE II SUBDIVISIONS (G-11/D36)

Dear Mr. Romero:

I have reviewed your submittal, referred to above, and agree that the pond size may be reduced to a capacity of 56,000 cubic feet and still have the volume required to hold a 100 year storm's run-off.

Would you kindly furnish us with a few more details of the Temporary Erosion Control Section: the slope of the sides and hydraulic calculations which show that its capacity exceeds 25.43 cfs; and add a fencing detail to the construction drawings. A three foot high fence should be sufficient.

If you have any questions, or if I can be of some help to you, please call me at 768-2650.

Cordially,

Stuart Reeder

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

xc: Dago Ruiz
Larry Larranaga
George Selvia

GSR/bsj

25×

0000 0000 0428

G11/D26

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Pond Settleing Analysis ZONE ATLAS/DRNG. FILE #: G11/D26

LEGAL DESCRIPTION: - Estrella Brillante & Estrella Brillante Phase II

CITY ADDRESS: Quail Rd. @ Bright Star

ENGINEERING FIRM: Santiago Romero & Assoc. CONTACT: Tom Romero

ADDRESS: 2828 12th St NW PHONE: 345-2733

OWNER: Diego Ruiz CONTACT:

ADDRESS Fortuna Apt. 300 Vassar Blvd. N.W PHONE:

ARCHITECT: City CONTACT:

ADDRESS: PHONE:

SURVEYOR: Santiago Romero & Assoc CONTACT: Tom Romero

ADDRESS: 2828 12th St N.W PHONE: 345-2733

CONTRACTOR: N/A CONTACT:

ADDRESS: PHONE:

PRE-DESIGN MEETING:

____ YES

____ NO

____ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED AUG 20 1987 HYDROLOGY SECTION

DRB NO. N/A

EPC NO. N/A

PROJECT NO. N/A

TYPE OF SUBMITTAL:

____ DRAINAGE REPORT

____ DRAINAGE PLAN

____ CONCEPTUAL GRADING & DRAIN. PLAN

____ GRADING PLAN

____ EROSION CONTROL PLAN

____ ENGINEER'S CERTIFICATION

DATE SUBMITTED: Aug 19, 1987

BY: Thomas A Romero

CHECK TYPE OF APPROVAL SOUGHT:

____ 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

OTHER Pond Settleing Analysis (SPECIFY)

Rev. 11/84

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0000 0000 0429

Santiago Romero, Jr. & Associates, Inc.
ENGINEERING • SURVEYING
ph. (505) 345-2733 (505) 344-6828

La Chamisa Compound
2828 12th St. N.W. Suite B
Albuquerque, New Mexico 87107

August 19, 1987

RECEIVED
AUG 20 1987
HYDROLOGY SECTION

Job No. 87-01-15

Mr. Fred Aguirre, P.E.
Hydrology Section
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: QUAIL ROAD POND SUFFICIENCY ANALYSIS (G-11, H-11)

Dear Mr. Aguirre:

Transmitted herewith are two(2) copies of the required Quail Road Pond Sufficiency Analysis as you requested. Please note that our examination of the field surveyed pond reflects a pond storage capacity much greater than the required runoff volume for the 6 Hour 100 Year frequency storm. The pond can immediately by reduced in size to accommodate the 100 Year volume requirements and allow for the reclamation of 4 of the lots.

Although we have also computed the 10 Year runoff volume and determined its pond dimensions we hereby recommend that the 100 Year volume requirements be kept until the Westbluff Outfall project is complete. Mr. Steve Borberg, City of Albuquerque, informed me that the outfall project should be completed by late 1989.

Mr. Dago Ruiz and Mr. Virgil Gil have been provided copies of this submittal. The requested covenant is also being transmitted to you for further processing. If you have any questions or require additional information please contact me.

Sincerely,
SANTIAGO ROMERO JR., AND ASSOCIATES, INC.

Thomas A. Romero, C.E.T.
Vice President

TAR/dr
CC: Mr. Dago Ruiz w/Attachment
Mr. George Selvia w/Attachment

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G11-D36

May 28, 1987

TO: Gene Romo

FROM: Dago Ruiz

SUBJECT: ESTRELLA BRILLANTE PHASE I & II- POND CONSTRUCTION

In accordance with our discussion, I agree to the following items as a condition for final plat sign-off for Estrella Brillante Phase II.

I agree to construct the drainage retention pond as shown on Estrella Brillante Phase II construction plans (Project 2810). This commitment includes that portion of the pond on Lots 66-71, Estrella Brillante Subdivision, filed August 7, 1983, by June 21, 1987.

If I fail to construct the pond by the June 21, 1987 deadline, the City can envoke the conditions noted on the Final Plat (See Notes 3). Additionally, I understand that no building permits will be issued after the June 21, 1987 deadline if the pond is not constructed in accordance with our understanding.

I will coordinate with Phil Fisher of the City for the required inspection for final approval of the pond.

Virgil Gil, Bright Star Construction

Dago Ruiz
Bright Star Construction

APPROVED:

Gene Romo
Chief Administrative Officer
City of Albuquerque

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

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

December 13, 1985

Ed Kiess
Hall Engineering
337 Eubank Blvd., NE Suite 103
Albuquerque, New Mexico 87123

RE: DRAINAGE PLAN FOR ESTRELLA BRILLIANTE, PHASE II
SUBMITTED DECEMBER 11, 1985 FOR SITE DEVELOPMENT
AND PRELIMINARY PLAT APPROVAL (G-11/D36)

Dear Ed:

The referenced submittal dated December 11, 1985, is approved for Site Development Plan and Preliminary Plat.

Before Final Plat sign-off by City Engineer, the following items are required:

1. Approved infrastructure listings from DRB.
2. Executed Subdivision Improvements Agreement.
3. Infrastructures either built or bonded.

Submittal for Rough Grading permit must include the following additional information:

1. Proposed contours.
2. Specifications for grading and soil densities.

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3. Note that requires contractor to obtain a Top Soil Disturbance Permit from Environmental Health prior to grading.

4. An Erosion Control Plan.

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

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Design Hydrology

cc: Dago Ruiz & Virgil Gil
3821 Avalon, NW

RAG/bsj

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: ESTRELLA BRILLIANTE PHASE TWO ZONE ATLAS/DRNG. FILE #: G11/D36

LEGAL DESCRIPTION: LOT 389 TOWN OF ATRISCO GRANT, UNIT 8

CITY ADDRESS: _____

ENGINEERING FIRM: HALL ENGINEERING CONTACT: ED KIESS

ADDRESS: 337 EUBANK BLVD NE #103 PHONE: 292-1115

OWNER: DAGO RUIZ CONTACT: _____

ADDRESS: _____ PHONE: 831-4181

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

X YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-721

EPC NO. _____

PROJ. NO. _____

RESUBMITTAL

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

___ DRAINAGE PLAN

X CONCEPTUAL GRADING & DRAINAGE PLAN

___ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

X PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 12-11-85

BY: _____

RECEIVED
DEC 11 1985
HYDROLOGY SECTION

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HALL ENGINEERING COMPANY INC.
Engineering • Surveying • Planning

December 11, 1985

Mr. Roger A. Green, P.E.
C.E./ Design Hydrology Section
City of Albuquerque, New Mexico

RE: RESUBMITTAL OF ESTRELLA BRILLANTE PHASE II FOR PRELIMINARY PLAT APPROVAL AND SITE DEVELOPMENT PLAN APPROVAL

Dear Roger:

In response to comments made in your letter dated October 31, 1985, I have made the following amendments to the abovementioned development plan:

1. A retaining wall necessary for raising the rear elevations of Lots 36 through 56 (about 610 l.f.) enough to drain to Bright Star Drive has been added.
2. The discrepancy in the arrangement of units on Lots 68, 69 and 70 has been resolved. All three units shall be attached as they appear on the Development Plan. A five-foot private drainage easement will appear on the recorded plat for the release of rear yard flows from Lot 69 across Lot 68. I've included a preliminary print of ESTRELLA BRILLANTE PHASE II for your records.
3. The 24"/30" storm drain appearing in our previous submittals has been deleted along with all references thereto. Our calculated HGL indicated that such a line was not feasible. Figures germane to S.A.D. 198 were supplied to us by Andrews, Asbury and Robert Engineering. The apparent cause of the unexpectedly high profile in the first run of line in Redlands Road was a relatively flat gradient in the line which occurred east of Coors Road. It is my understanding that Mr. Gil is preparing a maintenance agreement which will cover the ponding area and be effective until another means of disposal is available.
4. Fencing erroneously omitted from the last submittal has been added to the pond section, detail plan view and legend. It has been included in the infrastructure listing.
5. Included with this resubmittal is an infrastructure listing.

If you have any other questions or comments regarding this submittal, I will be pleased to provide any additional information.

Sincerely,

E. W. Kiess

RECEIVED
DEC 11 1985
HYDROLOGY SECTION

337 EUBANK N.E., SUITE 103 • ALBUQUERQUE, NEW MEXICO 87123 • PHONES: (505) 292-1115 & 292-1116

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

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

October 31, 1985

Ed Kiess
Hall Engineering
337 Eubank Blvd., NE Suite 103
Albuquerque, New Mexico 87123

RE: DRAINAGE PLAN SUBMITTAL OF ESTRELLA BRILLIANTE PHASE II
FOR SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT APPROVAL
ENGINEERING DRAWINGS RECEIVED OCTOBER 16, 1985 (G-11/D36)

Dear Ed:

I have reviewed the referenced submittal and have the following comments:

1. For Site Development Plan approval:

   ✓a. Proposed lot grades require a retaining wall behind Lots 36 thru 56.
   ✓b. Submitted Site Development plan shows building on Lot 70 attached to building on Lot 69. This is not consistant with drainage plan.

2. For Preliminary Plat approval:

   ✓a. Provide Hydraulic design calculations of proposed storm drain on Bright Star Drive including HGL, Q, V computations. Manhole spacing must be in accordance with DPM requirements.
   ✓b. Include pond fencing in Legend and on pond section C.
   ✓c. Provide an infrastructure listing for review.

Before Final Plat sign-off, approved street grades, from DRC, an approved infrastructure listing from DRB and an executed Subdivision Improvements Agreement is required. Also, all infrastructures must be either built or bonded.

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

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Design Hydrology Section

cc: Dago Ruiz & Virgil Gil
3821 Avalon, NW

RAG/bsj

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: ESTEELLA-BRILLANTE Ph. #

ZONE ATLAS/DRNG. FILE #: G-11/D36

LEGAL DESCRIPTION: TRACT 389 TOWN OF ATRISCO UNIT B

CITY ADDRESS: REDLANDS WEST OF ATRISCO NORTH OF QUAIL NW

ENGINEERING FIRM: RICHARD HALL — CONTACT: ED

ADDRESS: 300 VBANK NE. — PHONE:

OWNER: VIRGIL G. & DAGO RUIZ — CONTACT: VIRGILIO 843-1184

ADDRESS: 3821 AVALON NW — PHONE: 831-9181

ARCHITECT: — CONTACT:

ADDRESS: — PHONE:

SURVEYOR: — CONTACT:

ADDRESS: — PHONE:

CONTRACTOR: VIRGIL G. / CONST. — CONTACT: VIRGILIO

ADDRESS: 3821 AVALON NW — PHONE: 831-7106

RECEIVED
OCT 16 1985
HYDROLOGY SECTION

PRE-DESIGN MEETING:

___ YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85-721

EPC NO. Z-78-81-3 2/21/85

PROJ. NO. ____

TYPE OF SUBMITTAL:

X DRAINAGE REPORT

X DRAINAGE PLAN

V CONCEPTUAL GRADING & DRAINAGE PLAN

___ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

___ PRELIMINARY PLAT APPROVAL

X SITE DEVELOPMENT PLAN APPROVAL

X FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER ____ (SPECIFY)

DATE SUBMITTED: 10-16-85

BY: [signature]

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: ESTRELLA BRILLIANTE PHASE TWO ZONE ATLAS/DRNG. FILE #: G/H-11

LEGAL DESCRIPTION LOT 389 TOWN OF ATRISCO GRANT, UNIT B

CITY ADDRESS: _____

ENGINEERING FIRM: HALL ENGINEERING CONTACT: ED KIESS

ADDRESS: 337 EUBANK BLVD NE #103 PHONE: 292-1115

OWNER: DAGO RUIZ CONTACT: Dago Ruiz

ADDRESS: _____ PHONE: 831-4181

ARCHITECT: Estrella Brillante CONTACT: Virgil Gil

ADDRESS: 2904 Estrella Brillante PHONE: 831-4181

SURVEYOR: HALL Engineering Co Inc CONTACT: Ed Kiess

ADDRESS: 337 Eubank Blvd NE #103 PHONE: 292 1115

CONTRACTOR: Estrella Brillante CONTACT: Virgil Gil

ADDRESS: 6904 Estrella Brillante PHONE: 831 4181

PRE-DESIGN MEETING:

X YES

___ NO

X COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. _____

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

___ DRAINAGE REPORT

___ DRAINAGE PLAN

X CONCEPTUAL GRADING & DRAINAGE PLAN

___ GRADING PLAN

X EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

X 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

X OTHER (SPECIFY) COMMENTS, PENDING FORMAL DRAINAGE REPORT PREPARATION & SUBMITTAL

DATE SUBMITTED: 10-10-85

BY: _____

ATTACHEMENT: PROPOSED STREET PROFILE

25×10

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CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

HYDROLOGY SECTION PROJ. NO. G&H-11 DATE: 8/8/84

PLANNING DIVISION NO. _____

"A" STORM SEWER TO REDLANDS

CONFERENCE RECAP

SUBJECT: Estralla R[illegible]

WHO

ATTENDANCE: Herman Hood
Billy Goolsby

Drainage

FINDINGS: ① Approved Report required for Site Development Plan & Final Platting sign-off also for construction plans.
② Subdivision Improvement Agreement required prior to Final Plat sign-off
③ Platting to show common drainage pond on-site to be relinquist to owner upon downstream outfall improvements.
④ City approved street grades required for Quail Roads

*Please provide a copy of recap w/submittal

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. Goolsby
TITLE: CE/Hydrology
DATE: 8/8/84

SIGNED: [signature]
TITLE: _____
DATE: 8/8/84

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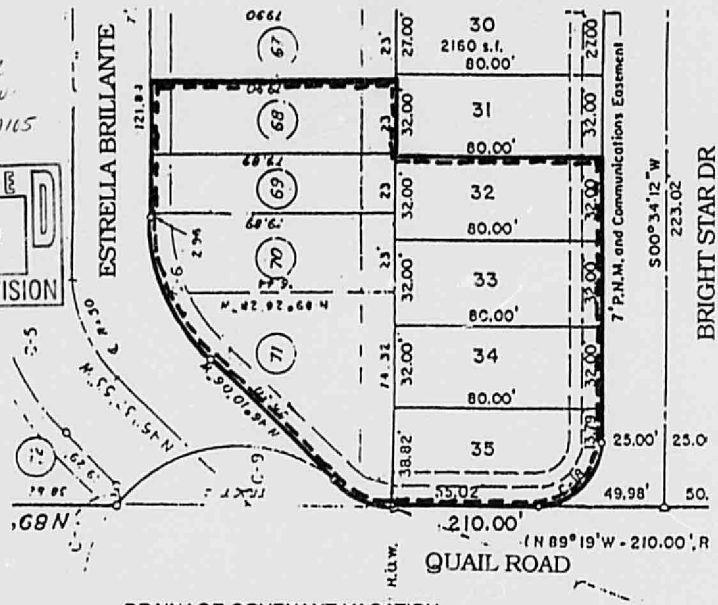
REPRODUCTION DUE TO THE POOR QUALITY
OF THE ORIGINAL DOCUMENT

92267784 0009993

For: Jorge Gil
3821 Palm NW
Albq, N. MX 87105

RECEIVED
JUL 7 1992
HYDROLOGY DIVISION



DRAINAGE COVENANT VACATION

HERE BY THE CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION GRANTS VACATION, AND CANCELLATION OF DRAINAGE COVENANT CONTRACT WHICH WAS RECORDED AT THE BERNALILLO COUNTY CLERKS OFFICE ON OCTOBER 26,1987 AT 3:35 PM ON MISCELLANEOUS BOOK 550A DOCUMENT NUMBER 87110853-PAGES 536 TO 540.

LOTS NUMBERED 32,33,34 AND 35 OF ESTRELLA BRILLANTE SUBDIVISION

LOTS NUMBERED 68,69,70 AND 71 OF ESTRELLA BRILLANTE PHASE TWO.
THIS SUBDIVISION IN THE CITY OF ALBUQUERQUE, COUNTY OF BERNALILLO.

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
92 JUL -7 PM 1:50
GLORIA M. DAVIS
COUNTY CLERK, RECORDER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th DAY OF July, 1992. BY THE CITY OF ALBUQUERQUE A MUNICIPAL CORPORATION.

BY Walter Dreckenmeyer Jr.
ASSISTANT DIRECTOR
TITLE PUBLIC WORKS DEPARTMENT ON BEHALF OF SAID CORPORATION,

MY COMMISSION EXPIRES: 8-7-93

Marlene S Saavedra
NOTARY PUBLIC

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G11/D36

(DATED: DEC. 11, 1985
AMENDED AT D.R.B. MEETING JAN. 7, 1986

EXHIBIT "D"

TO BE INCLUDED WITH SUBDIVISION IMPROVEMENTS AGREEMENT

D.R.B. REQUIRED INFRASTRUCTURE LISTING
ESTRELLA BRILLANTE PHASE II
Revised 3-31-87

S-85-42
S-87-18
3-31-87

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
32'	Residential paving*	Bright Star Dr.	Redlands Rd.	Quail Rd.
20'	*Residential paving	S.1/2 Redlands Rd.	Along North side of Subdivision	
4'	TEMPORARY PAVING	"	"	"
4'	Sidewalk	Bright Star Dr. * both sides of street	Redlands Rd.	Quail R.
4'	Sidewalk	Redlands Rd.	Along north side of Lots 1 and 35	
4'	SIDEWALK	QUAIL ROAD		
8"	San. Sewer	Bright Star Dr.	Redlands Rd.	south 1030 feet
6"	Water line	Bright Star Dr.	Redlands Rd.	Quail Rd.
6"	Water line	Quail Rd.	From connection near SW corner of development, running east 210 feet (to East Property Line)	
32'	*Residential paving	Quail Rd.	Estrella Brillante St. east 300 feet	
6"	Water line	Redlands Road	Connection in Redlands along N.side of development east 400 feet to existing stub in Atrisco Dr. (Existing 6" in Redlands to 6" in Atrisco Rd.)	
3/4"	Dbl. WM, extensions and boxes (34 total)	Bright Star Dr.	Redlands Rd.	Quail Rd.
3/4"	Sgl. WM, ext., and boxes (2 total)	Bright Star Dr.		
X	Fire Hydrants AS REQUIRED BY D. F. M.	W. side of Bright Star Dr., 500 feet south of Redlands		
4"	Sewer taps (70 total)	Bright Star Dr. 35 each side	Redlands Rd.	Quail Rd.

* INCLUDES CURB & GUTTER FOR BRIGHT STAR DR, QUAIL ROAD, S. SIDE OF REDLANDS RD.

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Private Infrastructure

Pond and Rundown occupying Lots 33, 34 and 35 of the proposed Subdivision

Chain Link fencing, 36" height, 260 l.f. around pond

C.M.U. Retaining wall along East line of Subdivision running South 610 l.f. from Redlands Road

Prepared by: _____

E. W. Kiess

HALL ENGINEERING COMPANY

****

Robert A. Fosnaugh 3/31/87 1-7-86

Traffic Date

3/31/87

Parks and Recreation Date

Jon E. Erbgaard JEE 3/31/87 1-7-86

WRD Date

Fred J Clausen 3/31/87 1-7-86

An City Engineer/ AMAFCA Date

Richard Dorsey 1.7.86

F DRB Chairman Date

3-31-87

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DATED: G11/D36
D.C. 11, 1985
AMENDED AT D.R.B. MEETING
JAN. 7, 1986

EXHIBIT "D"

TO BE INCLUDED WITH SUBDIVISION IMPROVEMENTS AGREEMENT

D.R.B. REQUIRED INFRASTRUCTURE LISTING
ESTRELLA BRILLANTE PHASE II

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
32'	Residential paving*	Bright Star Dr.	Redlands Rd.	Quail Rd.
20'	*Residential paving	S.1/2 Redlands Rd.	Along North side of Subdivision	"
4'	TEMPORARY PAVING		"	"
4'	Sidewalk	Bright Star Dr. both sides of street	Redlands Rd.	Quail R.
4'	Sidewalk	Redlands Rd.	Along north side of Lots 1 and 35	
4'	SIDEWALK	QUAIL ROAD		
8"	San. Sewer	Bright Star Dr.	Redlands Rd. south 1030 feet	
6"	Water line	Bright Star Dr.	Redlands Rd.	Quail Rd.
6"	Water line	Quail Rd.	From connection near SW corner of development, running east 210 feet (to East Property Line)	
32'	*Residential paving	Quail Rd.	Estrella Brillante St. east 300 feet	
6"	Water line	Redlands Road	Connection in Redlands along N.side of development east 400 feet to existing stub in Atrisco Dr. (Existing 6" in Redlands to 6" in Atrisco Rd.)	
3/4"	Dbl. WM, extensions and boxes (34 total)	Bright Star Dr.	Redlands Rd.	Quail Rd.
3/4"	Sgl. WM, ext., and boxes (2 total)	Bright Star Dr.		
X	Fire Hydrants AS REQUIRED BY D.P.M.	W. side of Bright Star Dr., 500 feet south of Redlands		
4"	Sewer taps (70 total)	Bright Star Dr. 35 each side	Redlands Rd.	Quail Rd.

* INCLUDES CURB & GUTTER FOR BRIGHT STAR DR, QUAIL ROAD, S. SIDE OF REDLANDS RD.

25×10

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Private Infrastructure

Pond and Rundown occupying Lots 33, 34 and 35 of the proposed Subdivision

Chain Link fencing, 36" height, 260 l.f. around pond

C.M.U. Retaining wall along East line of Subdivision running South 610 l.f. from Redlands Road

Prepared by: _____

E. W. Kiess

HALL ENGINEERING COMPANY

****

Robert A. Fosnaugh 1-7-86
Traffic Date

_____
Parks and Recreation Date

Jon E. Estgaard 1-7-86
WRD Date

Fred J Coquia 1-7-86
for City Engineer / AMAFCA Date

Richard D Nee 1.7.86
DRB Chairman Date

25×10

E11/D36 86560
117

(Procedure "B")

86 75284

AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

RECEIVED
AUG 15 1986
HYDROLOGY SECTION

THIS AGREEMENT made this 12th day of August, 19 86 by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Dago Ruiz, ~~[illegible]~~, Virgilio Gil, OWNERS (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 Tract 389 Town of Atrisco Unit 8 (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Estrella Brillante Phase II 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

Rev. 10/85
(0061E)

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 30 day of October, 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 fully set forth in this Agreement.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 AUG 13 AM 11:39

BK M5383A PG 117-134

DOLORES C. MILLER
COUNTY CLERK, BERNALILLO

BY Susan 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.

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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 cerificate 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 & OWNERS

Signed

DAGO RUIZ
Name

OWNER
Title

CITY OF ALBUQUERQUE, NEW MEXICO

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

Gene Romo
Chief Administrative Officer

ATTEST:

N/A
City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 16 day of July, 19 86, by Dago Ruiz (Owner) of Estrella Brillante Phase II.

Notary Public

My Commission Expires:

1-8-88

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

The foregoing instrument was acknowledged before me this 12th day of August, 1986, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

3-26-90

Rev. 10/85

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Dago Ruiz, Virgilio Gil (DEVELOPER) (Owners)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 12th DAY OF August, 19 86.

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. 2810.

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 HALL ENGINEERING CO. 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:

PLATTING AND CONSTRUCTION PLANS
SUBDIVISION PLAT
CONSTRUCTION DOCUMENTS
MONUMENTATION
INSPECTION AS NEEDED

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 Gaylord Bros. 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. 2810), 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:

(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:

G11/D36

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Type of Fee	Amount
Engineering Fee	6 % Of all improvements cost
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer'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.

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EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Dago Ruis, Virgilio Gil (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 12th DAY OF August, 1986

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by City of Albuquerque, 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 City of Albuquerque 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.

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3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by ~~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.

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EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Dago Ruiz, Virgilio Gil (DEVELOPER) (Owners)
AND THE CITY OF ALBUQUERQUE, (CITY) ON
THE 13th DAY OF July, 1986

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):

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N/A - NOT REQUESTING FINAL PLAT SIGN OFF

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

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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.

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EC. 11, 1985
AMENDED AT D.R.B. MEETING
JAN. 7, 1986

EXHIBIT "D"

133

TO BE INCLUDED WITH SUBDIVISION IMPROVEMENTS AGREEMENT

S-85-42

D.R.B. REQUIRED INFRASTRUCTURE LISTING
ESTRELLA BRILLANTE PHASE II

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
32'	Residential paving*	Bright Star Dr.	Redlands Rd.	Quail Rd.
20'	Residential paving	S.1/2 Redlands Rd.	Along North side of Subdivision	"
4'	TEMPORARY PAVING			
4'	Sidewalk	Bright Star Dr. both sides of street*	Redlands Rd.	Quail R.
4'	Sidewalk	Redlands Rd.	Along north side of Lots 1 and 35	
4'	SIDEWALK	QUAIL ROAD		
8"	San. Sewer	Bright Star Dr.	Redlands Rd. south 1030 feet	
6"	Water line	Bright Star Dr.	Redlands Rd.	Quail Rd.
6"	Water line	Quail Rd.	From connection near SW corner of development, running east 210 feet (to East Property Line)	
32'	Residencial paving*	Quail Rd.	Estrella Brillante St. east 300 feet	
6"	Water line	Redlands Road	Connection in Redlands along N.side of development east 400 feet to existing stub in Atrisco Dr. (Existing 6" in Redlands to 6" in Atrisco Rd.)	
3/4"	Dbl. WM, extensions and boxes (34 total)	Bright Star Dr.	Redlands Rd.	Quail Rd.
3/4"	Sgl. WM, ext., and boxes (2 total)	Bright Star Dr.		
X	Fire Hydrants AS REQUIRED BY D.P.M.	W. side of Bright Star Dr., 500 feet south of Redlands		
4"	Sewer taps (70 total)	Bright Star Dr. 35 each side	Redlands Rd.	Quail Rd.

* INCLUDES CURB & GUTTER FOR BRIGHT STAR DR, QUAIL ROAD, S. SIDE OF REDLANDS RD.

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Private Infrastructure

Pond and Rundown occupying Lots 33, 34 and 35 of the proposed Subdivision

Chain Link fencing, 36" height, 260 l.f. around pond

C.M.U. Retaining wall along East line of Subdivision running South 610 l.f. from Redlands Road

Prepared by: _____

E. W. Kiess

HALL ENGINEERING COMPANY

****

Robert A. Fosnaugh 1-7-86

Traffic Date

_____

Parks and Recreation Date

Jon E. Fitzgerald 1-7-86

WRD Date

Fred J Aguirre 1-7-86

For City Engineer/ AMAFCA Date

Richard D'Arcy 1.7.86

DRB Chairman Date

0000 0000 0462

May 28, 1987

G11-D36

TO: Gene Romo

FROM: Dago Ruiz

SUBJECT: ESTRELLA BRILLANTE PHASE I & II- POND CONSTRUCTION

In accordance with our discussion, I agree to the following items as a condition for final plat sign-off for Estrella Brillante Phase II.

I agree to construct the drainage retention pond as shown on Estrella Brillante Phase II construction plans (Project 2810). This commitment includes that portion of the pond on Lots 66-71, Estrella Brillante Subdivision, filed August 7, 1983, by June 21, 1987.

If I fail to construct the pond by the June 21, 1987 deadline, the City can envoke the conditions noted on the Final Plat (See Notes 3). Additionally, I understand that no building permits will be issued after the June 21, 1987 deadline if the pond is not constructed in accordance with our understanding.

I will coordinate with Phil Fisher of the City for the required inspection for final approval of the pond.

Virgil Gil, Bright Star Construction

Dago Ruiz
Bright Star Construction

APPROVED:

Gene Romo
Chief Administrative Officer
City of Albuquerque

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RECEIVED
APR 24 1987
HYDROLOGY SECTION

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

G11/D36

MAYOR
KEN SCHULTZ

CHIEF ADMINISTRATIVE OFFICER
GENE ROMO

DEPUTY CAO PUBLIC SERVICES
FRANK MARTINEZ

DEPUTY CAO PLANNING/DEVELOPMENT
BILL MUELLER

April 21, 1987

Mr. Virgil Gil & Dago Ruiz
3821 Avalon NW
Albuquerque, NM 87105

RE: PROJECT #2810 - ESTRELLA BRILLANTE SUBDIVISION, PHASE II

Dear Gentleman:

Enclosed is an executed copy of the Agreement to Construct Subdivision Improvements for the above noted project.

Please call me if I may be of further assistance.

Sincerely,

Della Gallegos
Administrative Assistant

Enclosures

cc: Fred Aguirre, Hydrology Department/PWD
Project File #2810

DG/mr(2582E)

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(Procedure "B")

08739512

AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

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THIS AGREEMENT made this 16th day of April, 1982, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Diago Ruiz and Virgilio Gil (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 Tract 389, Town of Atrisco Grant Unit 8 (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Estrella Brillante Phase II 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

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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 31ST day of December, 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
87 APR 20 AM 9:54
GLADYS M. DAVIS
CO. CLERK & RECORDER
DEPUTY

Rev. 10/85

Misc 476A Pg 273-289

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, [illegible] 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.

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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 cerificate 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

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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.

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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.

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DEVELOPER

Signed VIRGIL GIL

Name

OWNER

Title

CITY OF ALBUQUERQUE, NEW MEXICO

Walter H. Nickerson, Jr., City Engineer,
Utility Dev. Div., Engineering Group/PWD

Gene Romo
Chief Administrative Officer

ATTEST:

N/A
City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 7th day of April, 1987, by Virgil Gil of Estrella Brillante, Phase II.

Notary Public

My Commission Expires:

January 2, 1991

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

The foregoing instrument was acknowledged before me this 16th day of April, 1987, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My Commission Expires:

3-17-90

Rev. 10/85

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EXHIBIT "A" 280

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN Dago Ruiz and Virgilio Gil (DEVELOPER) (owners)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 16th DAY OF April, 1987.

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. 2810.

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 Hall Engineering Co., 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:

Platting and construction plans
Subdivision plat
Construction documents
Monumentation
Inspection as needed

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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 Gaylord Bros. 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. 2810), 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.

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

(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:

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Type of Fee	Amount
Engineering Fee	6% of all improvements cost
Excavation Ordinance Fee	As required per City approved engineer's estimate
Sidewalk Ordinance Fee	As required per City approved engineer'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.

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EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Dago Ruiz and Virgilio Gil (DEVELOPER) (owners)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 16th DAY OF April, 1987.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by City of Albuquerque 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 City of Albuquerque 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.

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3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by 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.

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EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Diego Ruiz and Virgilio Gil (DEVELOPER) (Owners)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 16th DAY OF April, 1987.

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):

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Not Applicable - final plat sign off not requested

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

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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.

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DATED:
DEC. 11, 1985
AMENDED AT D.R.B. MEETING
JAN. 7, 1986

EXHIBIT "D"

289

TO BE INCLUDED WITH SUBDIVISION IMPROVEMENTS AGREEMENT

S-85-42
S-87-18
3-31-87

D.R.B. REQUIRED INFRASTRUCTURE LISTING
ESTRELLA BRILLANTE PHASE II
Revised 3-31-87

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
32'	Residential paving*	Bright Star Dr.	Redlands Rd.	Quail Rd.
20'	*Residential paving	S.1/2 Redlands Rd.	Along North side of Subdivision	" "
4'	TEMPORARY PAVING			
4'	Sidewalk	Bright Star Dr. * both sides of street	Redlands Rd.	Quail R.
4'	Sidewalk	Redlands Rd.	Along north side of Lots 1 and 35	
4'	SIDEWALK	QUAIL ROAD		
8"	San. Sewer	Bright Star Dr.	Redlands Rd. south 1030 feet	
6"	Water line	Bright Star Dr.	Redlands Rd.	Quail Rd.
6"	Water line	Quail Rd.	From connection near SW corner of development, running east 210 feet (to East Property Line)	
32'	*Residential paving	Quail Rd.	Estrella Brillante St. east 300 feet	
6"	Water line	Redlands Road	Connection in Redlands along N.side of development east 400 feet to existing stub in Atrisco Dr. (Existing 6" in Redlands to 6" in Atrisco Rd.	
3/4"	Dbl. WM, extensions and boxes (34 total)	Bright Star Dr.	Redlands Rd.	Quail Rd.
3/4"	Sgl. WM, ext., and boxes (2 total)	Bright Star Dr.		
X	Fire Hydrants AS REQUIRED BY D.P.M.	W. side of Bright Star Dr., 500 feet south of Redlands		
4"	Sewer taps (70 total)	Bright Star Dr. 35 each side	Redlands Rd.	Quail Rd.

* INCLUDES CURB & GUTTER FOR BRIGHT STAR DR, QUAIL ROAD, S. SIDE OF REDLANDS RD.

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Private Infrastructure

Pond and Rundown occupying Lots 33, 34 and 35 of the proposed Subdivision

Chain Link fencing, 36" height, 260 l.f. around pond

C.M.U. Retaining wall along East line of Subdivision running South 610 l.f. from Redlands Road

Prepared by: _____

E. W. Kiess

HALL ENGINEERING COMPANY

****

Robert A. Fosnaugh 3/31/87 1-7-86

Traffic Date

3/31/87

Parks and Recreation Date

Jon E. Eutzgaard JEE 3/31/87 1-7-86

MRD Date

Fred J Aguirre 3/31/87 1-7-86

For City Engineer/ AMAFCA Date

Richard Dorsey 1.7.86

F DRB Chairman Date

3-31-87

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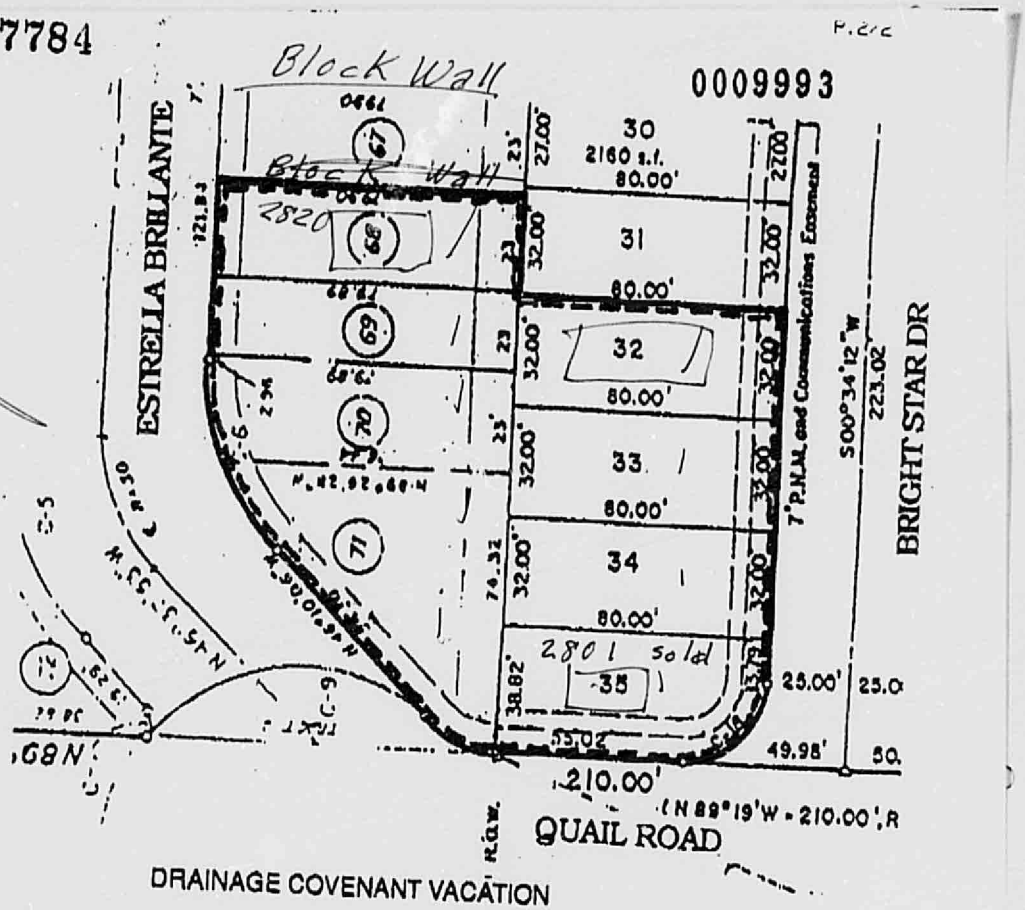
7-10-92 Basin has been filled in and Valley Gutter & Pundown have been removed. JPC



DRAINAGE COVENANT VACATION

HERE BY THE CITY OF ALBUQUERQUE, A NEW MEXICO MUNICIPAL CORPORATION GRANTS VACATION, AND CANCELLATION OF DRAINAGE COVENANT CONTRACT WHICH WAS RECORDED AT THE BERNALILLO COUNTY CLERKS OFFICE ON OCTOBER 26,1987 AT 3:35 PM ON MISCELLANEOUS BOOK 550A DOCUMENT NUMBER 87110853-PAGES 536 TO 540.

LOTS NUMBERED 32,33,34 AND 35 OF ESTRELLA BRILLANTE SUBDIVISION

LOTS NUMBERED 68,69,70 AND 71 OF ESTRELLA BRILLANTE PHASE TWO.
THIS SUBDIVISION IN THE CITY OF ALBUQUERQUE, COUNTY OF BERNALILLO.

STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD
92 JUL -7 PM 1:50
GLADYS M. DAVIS CO CLERK & RECORDER

STATE OF NEW MEXICO }
} ss
COUNTY OF BERNALILLO }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7th

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TEMPORARY EASEMENT

This grant of Temporary Easement, between [state the name of the present real property owner exactly as shown on the real estate document coveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] _____ ("Grantor"), whose address is_____, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Temporary Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Lots 32, 33, 34 & 35 Estrella Brillante, Phase II & Lots 68, 69, 70 & 71 Estrella Brillante in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a temporary easement ("Temporary Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] Storm water retention pond. The Temporary Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Temporary Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Temporary Easement on the ground.]

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

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

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

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

(Approved by Legal Dept.
as to form only-6/15/86)

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

5. Termination of Temporary Easement. This Temporary Eastment shall remain in effect until [state date of termination or event which will cause Temporary Easement to end:] Construction of West Bluff outfall ("Termination"). Upon Termination and demand by the Grantor the City will execute and deliver to Grantor a release of this Temporary Easement.

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

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

CITY OF ALBUQUERQUE

Approved:

By: [signature] RHS 10/21/87
Title: CITY ENGINEER
Dated: 10/21/87

GRANTOR:

By: [signature]
Its: [illegible]
Dated: [illegible]

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

OFFICIAL SEAL
Debra D. Roberts
NOTARY PUBLIC STATE OF NEW MEXICO
Notary Bond Filed with [illegible] State
My Commission Expires _____

The foregoing instrument was acknowledged before me this 19th day of OCTOBER, 1987, by [name of person signing:] DAGO RUIZ, [title or capacity, for instance, "President" or "Owner":] OWNER of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] ~~OWNER~~.

Debra D. Roberts
Notary Public

My Commission Expires:
4/3/91

(Approved by Legal Dept. as to form only-6/15/86)

(EXHIBIT "A" ATTACHED)

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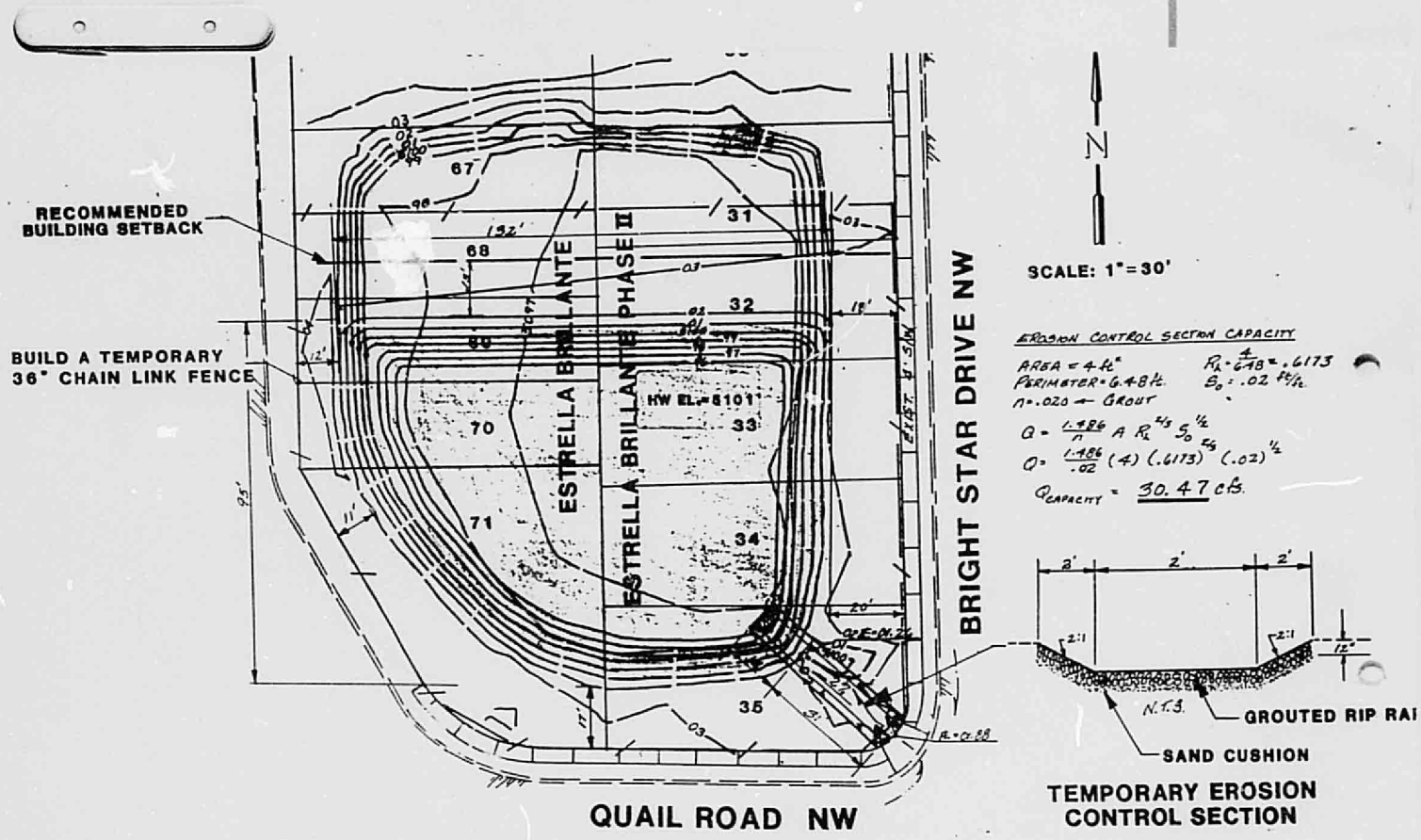

EXHIBIT "A"

REPRODUCTION DUE TO THE POOR QUALITY OF THE ORIGINAL DOCUMENT

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DRAINAGE COVENANT

This Drainage Covenant, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and ~~state~~ the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] Diego Ruiz ("Owner"), whose address is 1128 Atrisco N.W. Albuquerque, New Mexico 87105, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Easement.

1. Recital. Owner is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] Lots 32, 33, 34 & 35 Estrella Brillante, Phase II & Lots 69, 70 & 71 Estrella Brillante in Bernalillo County, New Mexico (the "Property").

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

2. Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City: Retention Pond, Fencing, Erosion Control, Rundown.

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

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

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

5. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within _____ days ("Deadline") of receipt of the Notice, as provided in Section 12, and the Owner will comply promptly with the requirements of

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the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

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

8. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Owner harmless from any and all liability arising from the City's negligent use of the Drainage Facility. The City does not agree to save Owner harmless from any liability which may arise from Owner's use of the Drainage Facility and the Property.

9. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and Owner's covenants released by the City following by the City's mailing to the Owner notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or in the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, his heirs, assigns and successors from an assessment against Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the (Drainage Facility) will not reduce the amount assessed by the City.

(Approved by Legal Dept.
as to form only-5/28/86)

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

1128 Atrisco N.W.
Albuquerque, N. Mex. 87105

Notice may be given to the Owner either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the Owner within 6 days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by certified mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This agreement shall continue until terminated by the City pursuant to Section 7 above.

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

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

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

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

17. Captions. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

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

OWNER:

By: _____
Its: _____
Dated: _____

(Approved by Legal Dept.
as to form only-5/28/86)

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CC 539

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 19TH day of OCTOBER, 1987, by [name of person signing:] DAGO RUIZ, [title or capacity, for instance, "President" or "Owner":] OWNER of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] _____.

Debra D. Roberts
Notary Public

My Commission Expires:
4/3/91

OFFICIAL SEAL
Debra D. Roberts
NOTARY PUBLIC - STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires _____

CITY OF ALBUQUERQUE:

Approved:

By: Walter A. Nichols Jr.
Title: CITY ENGINEER
Dated: 10/21/87

RLS 10/21/87

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
87 OCT 26 PM 3:35
GLADYS M. DAVIS
CO. CLERK & RECORDER
BY _____ DEPUTY

M 560 PG 536-540

(EXHIBIT A ATTACHED)

(Approved by Legal Dept.
as to form only-5/28/86)

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REPRODUCTION DUE TO THE POOR QUALITY OF THE ORIGINAL DOCUMENT

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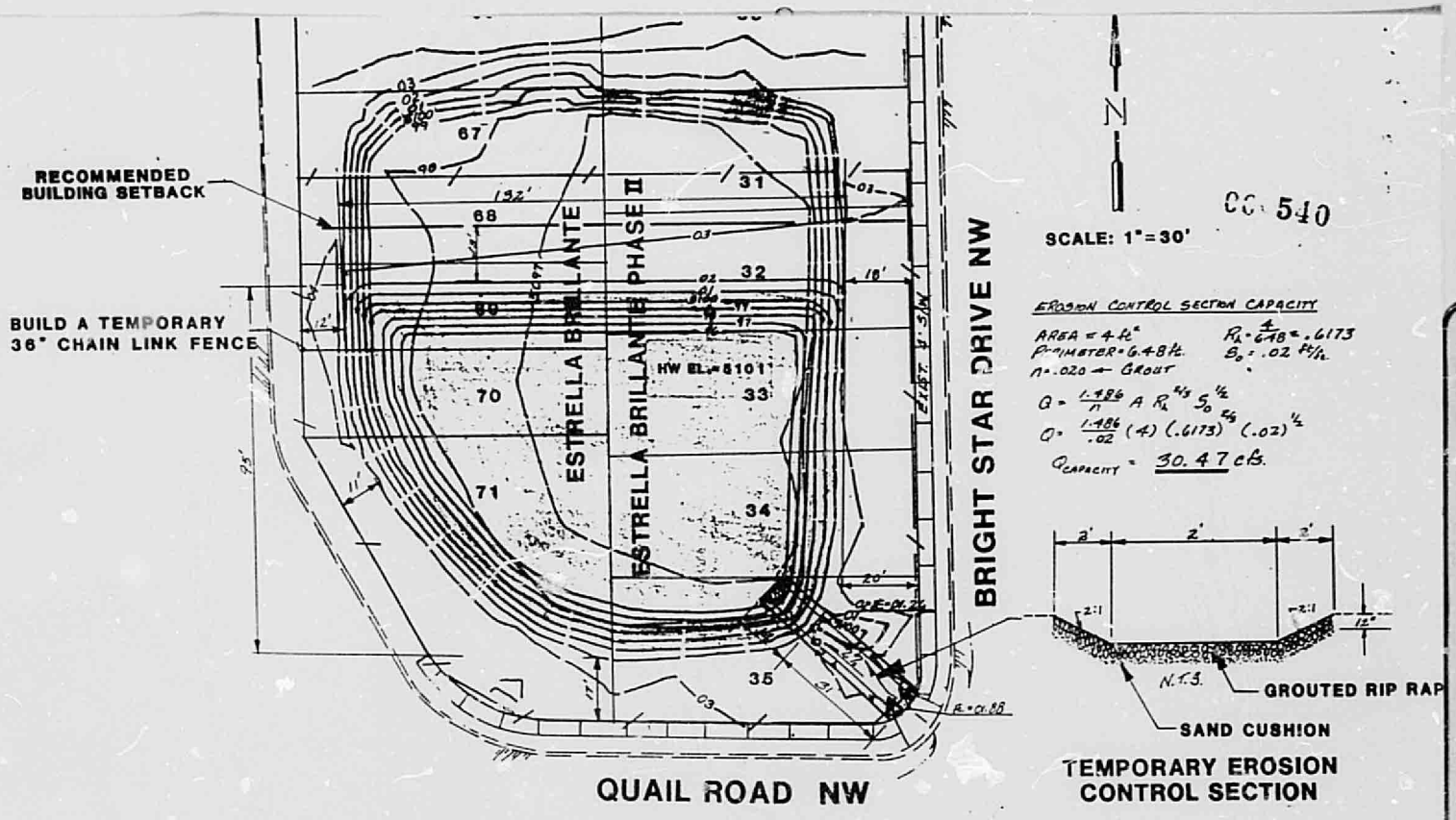

EXHIBIT "A"

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PLANS/PLATS ON FILE

FILE DESC: G11/D36

PLANS/PLATS 8

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