HYDROLOGY

G16/D5

APTS. ON TULANE
DRIVE N.E.

G16-D5

1 PLAN

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
CITIZENS BANK BLDG. • SUITE 310
2500 LOUISIANA BLVD. N.E.
ALBUQUERQUE, NEW MEXICO 87110
(505) 883-1272

HOME OFFICE
3010 SOUTH LAMAR
AUSTIN, TEXAS 78704

March 27, 1980

Mr. Bruno Conegliano, Assistant City Engineer - Hydrology
Engineering Division
Department of Municipal Development
City of Albuquerque
Post Office Box 1293
Albuquerque, New Mexico 87103

RECEIVED
APR 02 1980
CITY ENGINEER

RE: Apartments on Tulane Drive N.E.

Dear Mr. Conegliano,

The drainage report for the referenced development has been revised as per your recommendations by letter of October 23, 1979. Specifically, the existing topography and modifications resulting from the proposed development are indicated on the proposed grading plan.

The subject property is bordered by developed apartment complexes to the north, south and southwest; however, the area immediately west is presently undeveloped. Although the developments to the north and south utilize unprotected fill banks to acheive the finished grade, we have proposed a retaining wall to acheive this purpose and at the same time provide a maintenance free change in elevation.

It is assumed that the western edge of the property will serve as the eastern side of an alleyway which seems to be the existing use of that area. Consequently, the retaining wall which will be at an average height of 4 feet above existing grade will not pose any critical problems, and the proposed detention area should function with no adverse impact to adjacent properties.

ESPEY, HUSTON & ASSOCIATES, INC.

March 27, 1980
Mr. Bruno Conegliano
Page Two

In regard to the parking lot, the existing and proposed topography would create some difficult problems to accomplish any kind of detention within the parking lot; consequently, a minimal grade towards the street is provided to decrease the rate of runoff from the parking lot but no additional ponding is provided. However, the post development runoff from the site is still less than the existing rate.

I request your approval of the proposed plan as expeditiously as possible, in order that we can proceed with the development.

Very truly yours,

Elvidio V. Diniz

Elvidio V. Diniz, P.E.

EVD/cs

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

October 23, 1979

G16-D5

Mr. Elvidio V. Diniz
Espey, Houston & Associates, Inc.
Citizens Bank Building - Suite 310
2500 Lousiana Blvd., N.E.
Albuquerque, New Mexico 87110

Reference: Apartments on Tulane Drive

Dear Mr. Diniz:

The drainage report for the reference development, has been reviewed and found acceptable in concept.

Additional information will have to be supplied with the drawings to be attached to the construction plans, showing the existing topography and the modifications resulting from the development.

Please bear in mind, that at the property line along Tulane Dr., the elevation must be set at 0.3 ft. above the top of the curb. It is therefore, recommended that the runoff from the parking lots be accomplished through small diameter outlets pipes discharging in the gutter through the curb.

The plan submitted does not show what is constructed on the property to the West, and it must be verified that the ponding areas will not cause damages through infiltration to adjacent structures.

Very truly yours,

Bruno Conegliano
Assistant City Engineer-Hydrology

BC/lc
encl.
cc: Richard Leonard
Richard Heller
Fred Aguirre
Drainage file

INFORMATION SHEET

PROJECT TITLE DAHRLING CONSTRUCTION FOUR-PLEX APARTMENTS TYPE OF SUBMITTAL DRAINAGE PLAN

ZONE ATLAS PAGE NO. G-16 05 CITY ADDRESS 3417 and 3501 Tulane Drive, NE

LEGAL DESCRIPTION Lots 15 and 16, Block B, INDIAN ACRES

ENGINEERING FIRM Enchantment Engineering CONTACT Ed Kiess

ADDRESS 7800 Marble Ave, NE Suite 10 PHONE 265-7704

OWNER Mark Dahrling CONTACT

ADDRESS PHONE 821-4095

ARCHITECT CONTACT

ADDRESS PHONE

SURVEYOR Enchantment CONTACT

ADDRESS PHONE

CONTRACTOR Mark Dahrling CONTACT

ADDRESS PHONE

DATE SUBMITTED August 6, 1984

BY

RECEIVED
AUG 06 1984
HYDROLOGY SECTION

FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

August 22, 1984

Ed Kiess
Enchantment Engineering
7800 Marble Ave NE, Suite 1
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR DAHRLING CONSTRUCTION 4-PLEX APARTMENTS
(G16-D5) RECEIVED AUGUST 6, 1984

Dear Ed:

The above referenced plan, received August 6, 1984 is approved.

Please attach a copy of this approved plan to the construction set prior to issuance of the building permit.

If I can be of further assistance, please contact me at 766-7644.

Sincerely yours,

Carlos A. Montoya
City/County Floor Plain Admin

CAM:bm

ESPEY, HUSTON & ASSOCIATES, INC.
Engineering & Environmental Consultants
CITIZENS BANK BLDG. • SUITE 310
2500 LOUISIANA BLVD. N.E.
ALBUQUERQUE, NEW MEXICO 87110
(505) 883-1272

HOME OFFICE
3010 SOUTH LAMAR
AUSTIN, TEXAS 78704

Job No. 0684-3

LRAINAGE STUDY

APARTMENTS ON TULANE DRIVE BETWEEN AZTEC AND CHEROKEE ROADS

ALBUQUERQUE, NEW MEXICO

Prepared for

Pete Daskalos
5321 Menaul Blvd., N.E.
Albuquerque, New Mexico

Prepared by

Elvidio V. Diniz, P.E.

RECEIVED
APR 02 1980
CITY ENGINEER

October 9, 1979
Revised
March 21, 1980

1.0 PURPOSE

The purpose of this report is to present the results of our analysis on the existing and proposed drainage conditions at the site of two proposed townhouse units on Lots 15 and 16 on Tract 3 in the Indian Acres Subdivision of the City of Albuquerque, New Mexico. This drainage plan is designed to serve the needs of the development and also to meet city drainage requirements.

2.0 SITE LOCATION AND DESCRIPTION

The site lies in the middle of the block on the western side of Tulane Drive between Aztec Road and Cherokee Road as shown on Figure 1. The site is uniformly sloping at approximately 3% from east to west. The existing surface cover is sparse vegetation comprised mostly of weeds and some grasses. All of the area surrounding the site has already been developed including the area on the east side of Tulane Drive across from the subject property.

Major arroyos do not affect the drainage on the subject property, however, under undeveloped conditions a minor swale had traversed the site from southeast to northwest.

This swale has been covered up and the area has been regraded to drain along Tyson Place and Tulane Drive.

3.0 DRAINAGE ANALYSIS

To analyse storm runoff from the proposed development site, the Rational Equation, Q = CIA, was used. The values of C used in this analysis range from 0.40 for undeveloped conditions, 0.25 for improved lawn and grass areas, and 0.98 for developed impervious areas.

Because the site is less than 0.5 acres in area, the time of concentration would be less than 10 minutes. Consequently the rainfall intensity value for the 10-minute interval was derived from Figure 2 which is extracted from the "Master Plan of Drainage, City of Albuquerque, New Mexico" by Herkenhoff and Associates. The required rainfall intensity value was determined to be 5.4 inches per hour for the 100 year design rainfall.

3.1 EXISTING DRAINING CONDITIONS

The site is surrounded by paved roadways and lies at the headwaters of two small surface drainage areas as

shown in Figure 3. As shown on plans prepared by Scanlon and Associates for Tulane Drive, Figure 4, the street grade is broken at Lot 15 of the subject property, and flow is directed both north and south from that point. Consequently, no offsite drainage would affect the proposed development site.

At present the onsite drainage is in the form of surface sheet flow across the property and is discharged onto developed lots in the same subdivision to the west of the proposed development sites. The maximum runoff rate from each of the undeveloped lots was computed to be 0.43 cfs.

3.2 DEVELOPED CONDITIONS

The proposed drainage plan presented in Figure 5 considers the impact on site runoff and volume resulting from the proposed development. To retain existing flow patterns, and not to increase downstream flow rates, the proposed plan would divide the site into two parts. The front part would drain to Tulane Drive and the back part would be retained. The proposed plan is described as follows.

The plan requires that the front yard and parking area abutting Tulane Drive drain to the street. Appropriate fill and compaction will be required on each lot to achieve this drainage pattern. The final elevations are shown on Figure 5. The maximum runoff rate expected from this area is 0.36 cfs. which is approximately 16% less than the maximum runoff rate from the total area under undeveloped conditions.

In order to retain increased flows due to impervious areas resulting from the development, a common ponding area has been planned for both lots. The remaining back portion of each lot would drain to this retention pond which will extend the entire length of the two lots. It will be 1 foot deep and have a bottom width of 8 feet and side slopes of 3:1. Because the ground has been excavated along the back lot line, the centerline of the pond will be located 12.5 feet inside the subject property as shown on Figure 5, and a reinforced cinder block wall will be constructed along the rear perimeter section as also shown on Figure 5.

Detail calculations for existing and proposed condition drainage plans are presented in the appendix to this report.

4. RECOMMENDATION

The drainage plan presented in this report is adequate to the requirements of the city and the development, however, its success depends upon the proper execution of the plan. Therefore, it is recommended that:

1. The finished grade contours and elevations as shown in Figure 5 be closely adhered to during construction.

2. The pond be built and maintained as shown in the grading plan.

3. Finished floor pads be constructed to grades shown.

All elevations are referenced to the top of curb elevation as shown on the as built plans for the sewer line along Tulane Drive prepared by Scanlon and Associates, Inc., for special Assessment District 184 (Figure 4).

ESPEY, HUSTON & ASSOCIATES, INC.

5.0 SUMMARY

A drainage plan that will effectively provide safe, and adequate drainage for the proposed improvements has been devised for the subject property. Incorporated into the plan is a design that meets all criteria required by local government agencies.

Respectfully Submitted,

Elvidio V. Diniz,
N.M.P.E. 7111

ELVIDIO DINIZ
7111
REGISTERED PROFESSIONAL ENGINEER

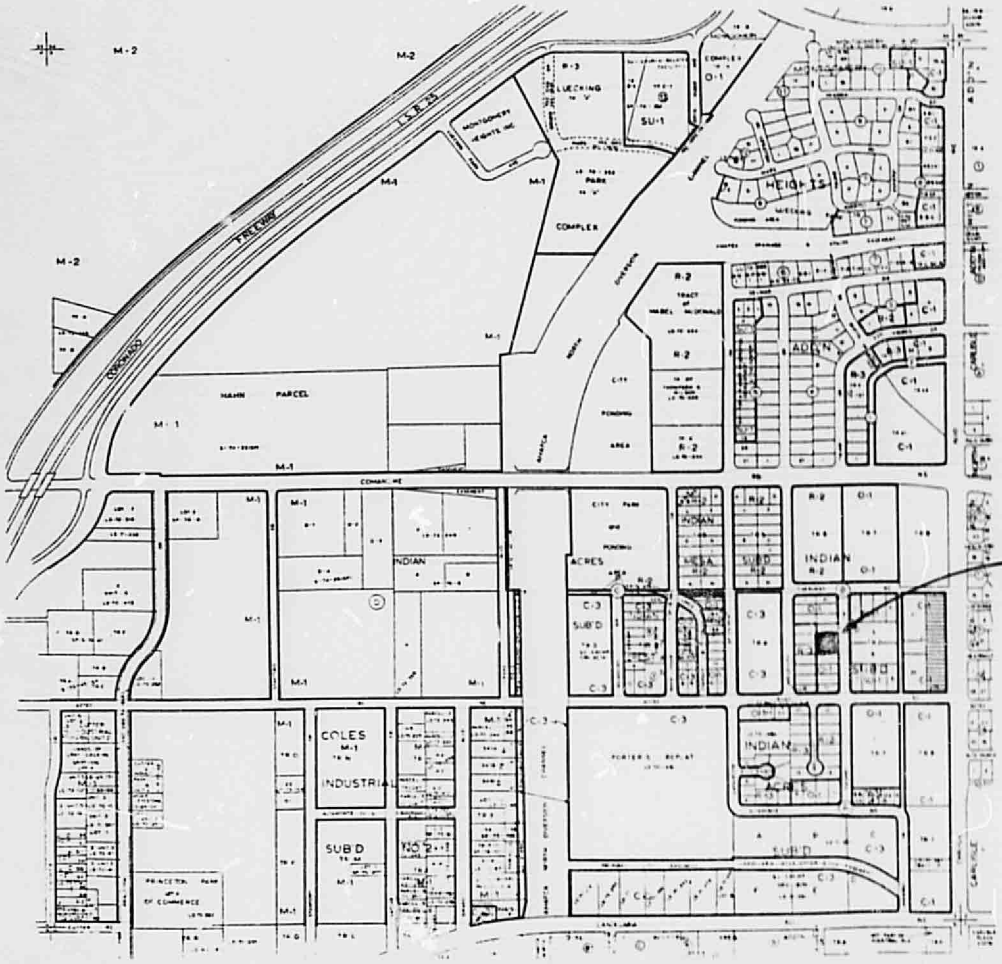


FIGURE I

G·16·Z

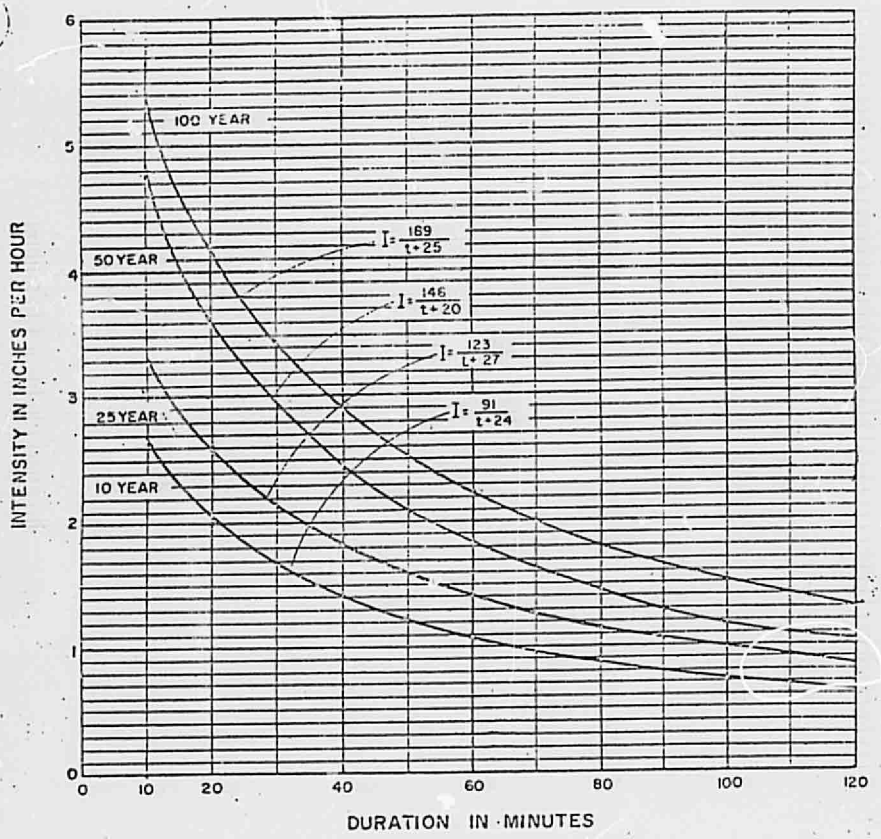


FIGURE 2

MASTER PLAN OF DRAINAGE CITY OF ALBUQUERQUE - NEW MEXICO AND ENVIRONS	
INTENSITY DURATION FREQUENCY CURVES (ALBUQUERQUE AREA - 1961)	
GORDON HERKENHOFF & ASSOC CONSULTING ENGINEERS ALBUQUERQUE, NEW MEXICO	CHART 1

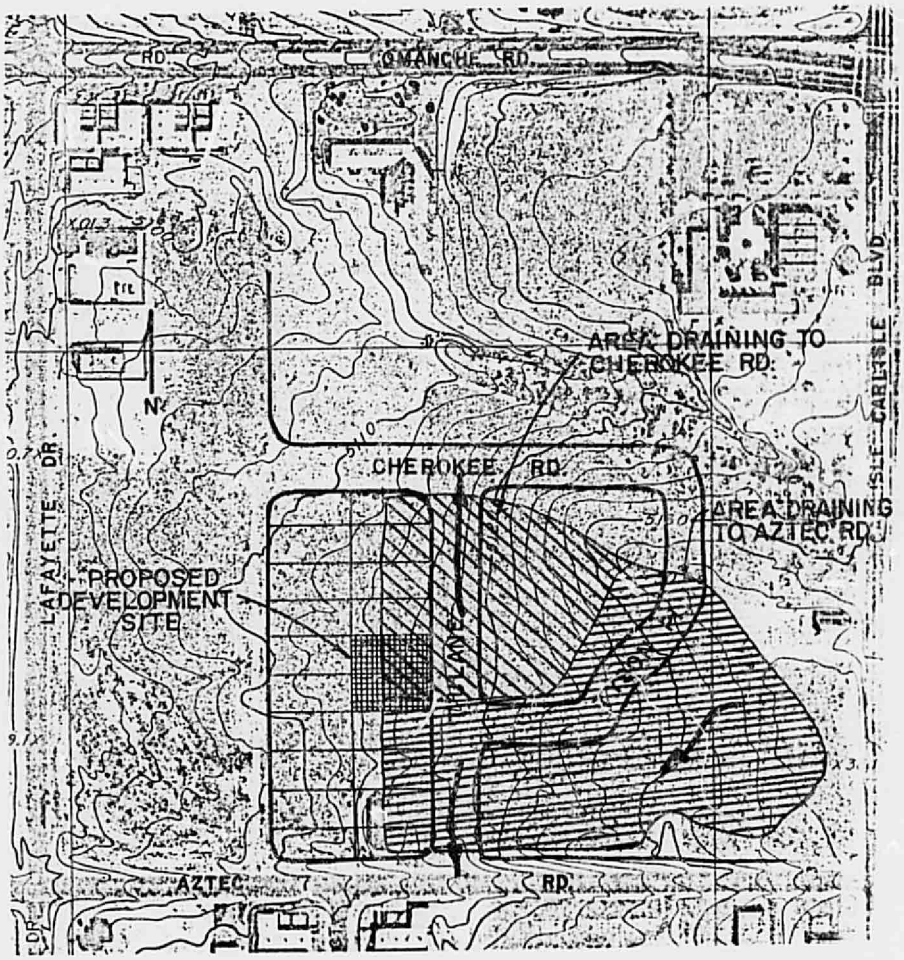
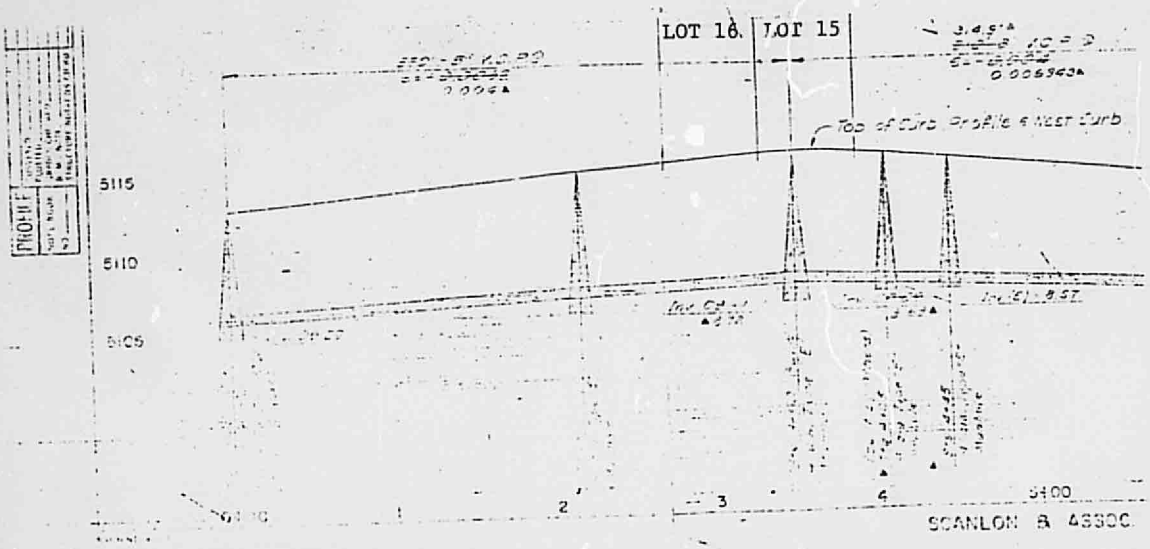


FIGURE 3. OFF-SITE DRAINAGE EVALUATION

FIGURE 4. ELEVATION SOURCE DATA

NOTE: ALL ELEVATIONS ON FIGURE 5
ARE BASED ON THIS INFORMATION



ESPEY, HUSTON & ASSOCIATES, INC.

Appendix

ESPEY, HUSTON & ASSOCIATES, INC.

AREA DETERMINATION

Item	Dimensions ft x ft			Area ft^2
Impervious Area				
House pad	35 x 50			1750
Driveway	5 x 22			110
Sidewalk	4 x 60			240
Parking	31 x 60			1860
Walkways	4 x 27	=	108	
	4 x 16.5	=	66	
	4 x 30	=	120	
	3 x 30	=	90	
	3(4 x 1)	=	12	396
Patio	2(10 x 10)			200
			TOTAL	4556
Pervious Area				
Front Yard	(29 x 60) - 396			1344
Back yard	(40 x 60) - 200			2200
Side Yard	2(5 x 35)			350
At Driveway	(5 x 60) - 110			190
				4084
Total Lot Area				8640

ESPEY, HUSTON & ASSOCIATES, INC.

RUNOFF RATE CALCULATIONS

i = 5.4 in/hr for 100 yr.

A = 8640 ft^2 = 0.198 ac

C = 0.40 undeveloped

0.25 lawn

0.98 impervious

For each 60' x 133.75' lot:

Runoff from undeveloped site

Q = CiA = 0.40x5.4x0.198 = 0.43 cfs

Uncontrolled runoff from developed site

C = (4556x0.98+4084x0.25)/8640 = 0.63

Q = 0.63x5.4x0.198 = 0.67 cfs

Runoff from parking area and sidewalk

C = ((1860+240+110)x0.98)+(190x0.25) / 240 = 0.92

A = 2400 ft^2 = 0.055 ac

Q = 0.92x5.4x0.055 = 0.27 cfs

Runoff from parking area, front yard, and sidewalk

C = ((1860+240+110+396)x0.98)+((190+1344)x0.25))/4140 = 0.71

A = 4140 ft^2 = 0.095 ac

Q = 0.71x5.4x0.095 = 0.36 cfs

Decrease in runoff rate = (0.43-0.36)/0.43 = 16%

ESPEY, HUSTON & ASSOCIATES, INC.

STORAGE VOLUME CALCULATIONS

Runoff must be controlled for building, patios, and back and side yards:

$A = (2200+350)+(1750+200) = 4500\ ft^2 = 0.103\ ac$

$C = ((2200+350)x0.25)+((1750+200)x0.98))/4500 = 0.57$

Runoff volume to be stored:

$P = 2.30$ inches

$V = CPA = 0.57x(2.3/12)x4500 = 491.6\ ft^3$

Backyard pond dimensions

If $d = 1$ ft

Required $A = 491.6\ ft^2$

For 2 lots

Required $A = 2x491.6 = 983.2\ ft^2$ for $d = 1$ ft

For single pond of 3:1 side slope and square dimensions

$$(x^2 + (x + 6)^2)/2 = 983.2$$

$$2x^2 + 12x + 36 = 983.2 \times 2$$

$$2x^2 + 12x = 1930.4$$

$$x = 28.25 \text{ ft}$$

Base area required $= 28.25^2 = 798\ ft^2$

For length of $(120 - 16) = 104$ feet

$$\text{width} = \frac{798}{104} = 7.67 \text{ feet}$$

ESPEY, HUSTON & ASSOCIATES, INC.

Use 8.8 ft bottom width

14.8 ft top width; 3:1 side slopes

d = 1 ft

104 ft bottom length

110 ft top length

Storage vol. provided = $\frac{8.8 + 14.8}{2} \times \frac{104 + 110}{2}$

= 11.8 x 107 = 1262 ft^3

Storage vol. required = 491.6 x 2 lots = 983.2 ft^3

Surcharge available = (1262 - 983)/983 = 28%

85 54860

#2441

0 880

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 8th day of July 1985, by and between the CITY OF ALBUQUERQUE, New Mexico (hereinafter referred to as "City") and Candelaria Business Center, Joint Venture (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 Candelaria Business Center (Project No. 2441) (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Candelaria Business Center (Project No. 2441) 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 Subdivison; and

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue

the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

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

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

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

1. The Developer shall, on or before the 15th day of June, 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 as follows:

(See attached listing on the following page)

The time limitation stated above may be extended by the City

SPECIFIC LOCATION

Storm Drainage:

Candelaria Interceptor Drainage Easement from Porters Replat to Amherst Drive IMPROVEMENTS WITHIN THE

*Note: The only item that requires bonding is storm drainage.

NON-BONDABLE ITEMS

Water:

1) 2" Water service
2) 8" water line extension and fire hydrant
3) 6" water line extension

Sanitary Sewer:

Manhole for 6" sewer service

Paving:

1) Deceleration lane on Candelaria Blvd.
2) Drive pad on Amhurst Blvd.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
1985 JUL -9 AM 10:05
BY
DOLORES C. WALLER
CO. CLERK & RECORDER

346A 880-901

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. ~~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.~~ SVS 7-5-85

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct

of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars ($1,000,000) for accident, injuries or death to any memberof the public caused by any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The Developer shall maintain such insurance until acceptance of the improvements by the City. The Developer shall furnish the City Engineer a certificate of said insurance prior to issuance of a Work Order for construction of the improvements.

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

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished by the Contractor, 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 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, and shall notify the Developer in writing of the names of the person(s) so assigned.

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 Certification 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 Certification of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto. ~~Acceptance for the Public Improvements upon final completion of the City's~~

~~satisfaction of the Improvements as described in the plans and specifications as set forth in Exhibit "A" 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 and C) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B and C) shall govern.

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

DEVELOPER

By: _____
Ronald D. Brown, Venture Partner

CITY OF ALBUQUERQUE, NEW MEXICO

_____ 6/20/85
C. Dwayne Sheppard
City Engineer

ATTEST:

_____
City Clerk

_____
Chief Administrative Officer

REVIEWED BY:

_____
Assistant City Attorney

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

The foregoing instrument was acknowledged before me this 20th day of June, 1985, by Ronald D. Brown.

_____
Notary Public

My Commission Expires:
July 9, 1985

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

888

The foregoing instrument was acknowledged before me this 1st day of July, 1985, by C. Dwayne Sheppard, City Engineer of the City of Albuquerque.

Carmen L. Castillo
Notary Public

OFFICIAL SEAL
CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 2/24/89

My Commission Expires:
2/24/89

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

The foregoing instrument was acknowledged before me this 5th day of July, 1985, by Bob U. Stover, Chief Admministrative Officer of the City of Albuquerque.

Dale L. Grant
Notary Public

My Commission Expires:

12/18/88

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT EXECUTED BY AND BETWEEN CANDELARIA BUSINESS CENTER, JOINT VENTURE (DEVELOPER) AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON THE 8TH DAY OF July, 1985.

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 Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvement Plan, which was filed with the office of the City Engineer and identified as Project No 2441.

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 Bohannan-Huston as Engineers for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineers, in such capacity, shall provide the following services prior to, during and after construction of the improvements:

1. Preparation of Subdivision Plat.

2 Preparation of All Subdivision Plans and Specifications for All Public Improvements within the Subdivision (which plans are identified as Project No. 2441).

3. Preparation of All Quantity Estimates and Quantity/Price Estimates as per City of Albuquerque Cash Paving Contract No. 31.

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

The Developer has engaged Inter-West, Ltd. as Contractor, who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor, in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvement Plan (Project No. 2441), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract 85-1, 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 Registerd Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the Contract Documents for City-wide Utilities and Cash Paving Contract No. 31. 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 Contract Documents for Public Works Contract 85-1 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 first acceptance package by the City Engineer.

4. PAYMENT OF FEES

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

Type of Fee	Amount
Engineering Fee	6% of Actual Construction Cost for Public Improvement
Excavation Ordinance Fee	As required by City approved Engineers Estimate
Sidewalk Ordinance Fee	As required by City approved Engineers Estimate

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

EXHIBIT "B"

TO SUBDIVISION IMPROVEMENTS AGREEMENT
EXECUTED BETWEEN CANDELARIA BUSINESS CENTER, JOINT VENTURE (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 8TH DAY OF July, 1985.

1. CONSTRUCTION INSPECTION METHODS

Inspection of the subdivision improvement construction shall be performed by the City of Albuquerque, under the direction of 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 Inter-West, Ltd. in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports

and related data to the City as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

3. FIELD TESTING

Field testing of the subdivision improvement construction shall be performed by Fox & Associates of New Mexico, Inc., 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 that 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, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING

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

EXHIBIT "C"

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN CANDELARIA BUSINESS CENTER, JOINT VENTURE (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 8TH DAY OF July, 1985.

1. PLAT APPROVAL STATUS

The Developer has 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):

> Escrow letter dated June 21, 1985 from Sunwest Bank of Albuquerque in the amount of $300,000.00 guaranteeing payments to the City of Albuquerque between the dates June 15, 1986 and August 15, 1986 in the event of default by Candelaria Business Center Joint Venture.

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 obligation under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of

the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

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

The Developer may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

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

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

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

c) Documentation that the completed improvements and

the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

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

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

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

ESTIMATE SHEET

PROJECT NO. 2441
MAP NO. G-16

[x] Quantities and Cost Estimate
Date Prepared: 6/11/85

[] Approval
Date Requested:

[] Work Order
Date Issued:

[] Final Acceptance
Date Accepted:

APPLICANT INFORMATION:

a. Developer: Candelaria Business Center, Inc. % Brown and Associates
Mailing Address: 3800 Carlisle N.E., Albuquerque, NM 87107

b. Consulting Engineer: Johannan-Huston, Inc.
Mailing Address: 4125 Carlisle N.E., Albuquerque, NM 87107

c. Person to contact regarding this form: Dave Woods
Mailing Address: 4125 Carlisle N.E., Albuquerque, NM 87107
Phone: 881-2000

GENERAL SCOPE OF PROJECT: Project for Paving, Water, Sanitary Sewer and Drainage

NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED: Candelaria Business Center

Developer to Pay = Policy
(Methods II and III)

City to Pay = Policy

City to Pay = Account No.

SPECIFIC LOCATION:	W	SAS	P	SD	M
North side Candelaria Boulevard	x	x	x		
Candelaria Interceptor Drainage Easement from Porters Replat to Amherst Drive			x	x	

Item #	Short Description	Contract Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
Water (No bond required)						
W-3	8" DIP	16.00	52 LF	832.00		
B-2	6" PVC	13.50	22 LF	297.00		
B-3	8" PVC	15.00	223 LF	3,345.00		
W-45	PRESS CONN	600.00	1 EA	600.00		
W-52	MJ FIT (4"-14")	2.00	570 LB	1,140.00		
W-60	12" TAP SLV	950.00	1 EA	950.00		
W-66	6" GV	400.00	1 EA	400.00		
W-67	8" GV	500.00	1 EA	500.00		
W-82	V BOX A	250.00	1 EA	250.00		
W-83	V BOX B	250.00	1 EA	250.00		
W-86	FH 4'	1,000.00	1 EA	1,000.00		
W-173	2" SERV	660.00	1 EA	660.00		
W-186	BLOCKING	120.00	2.0 CY	240.00		
	Subtotal			10,464.00		
	Contingencies 10%					
	Engineering 6 %					
	Testing Fee 2%					
	Total Construction Cost					

Item #	Short Description	Contract Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
Sanitary Sewer (no bond required)						
S-2	6" DIP	12.00	70 LF	840.00		
S-12	TRCHG (6"-15") 6'-8' D	9.50	70 LF	665.00		
S-22	4' MH 6'-10' D	1,300.00	1 EA	1,300.00		
S-38	WET CONN 12"-15"	80.00	1 EA	80.00		
	Subtotal			2,885.00		
	Contingencies 10%					
	Engineering 6 %					
	Testing Fee 2%					
	Total Construction Cost					
Paving (no bond required)						
P-4	GRADING	1.70	433 SY	736.10		
P-9	AC PVMT REM	2.50	138 SY	345.00		
P-10	CUT & REM AC PVMT	3.60	30 SY	108.00		
P-13	PCC C&G REM	5.00	379 LF	1,895.00		
P-14	PCC DRVPD REM	3.30	64 SY	211.20		
M-5	PROC 4" SUBBS	1.70	433 SY	736.10		
M-7	PROC 6" SUBBS	1.90	433 SY	822.70		
M-13	1 1/2" AC BS-1500M	4.70	433 SY	2,035.10		
M-18	TK CT	.37	433 SY	160.21		
M-20	1 1/2" AC SF-1500M	5.00	433 SY	2,165.00		
P-42	4" PCC SDWK	2.20	1700 SF	3,740.00		
P-44	PCC VLY G	4.30	2232 SF	9,597.60		
P-46	PCC STD C&G	9.50	185 LF	1,757.50		
P-47	PCC MDN C&G	7.50	95 LF	712.50		
M-28	REM & RPL ART PVMT W/O M-PROC	35.50	107 SY	3,798.50		
	Subtotal			28,820.51		
	Contingencies 10%					
	Engineering 6 %					
	Testing Fee 2%					
	Total Construction Cost					

This estimate does not include sidewalks other than wheelchair ramps since they will be constructed with the private improvements.

Storm Drainage						
K-3	18" RCP	19.00	18 LF	342.00		
K-11	48" RCP	70.00	8 LF	560.00		
K-13	60" RCP	94.00	5 LF	470.00		
	66" RCP	103.00	985 LF	101,455.00		
K-33	CB-D-S	1,800.00	2 EA	3,600.00		
K-45	CHAN EXCAV	6.50	419 CY	2,723.50		
K-47	FILL	5.00	7200 CY	36,000.00		
K-50	REIN STR CONC	348.00	29 CY	10,092.00		
K-65	AL LAD STPS	11.00	8 EA	88.00		
K-72	REIN CHAN REM	120.00	431 CY	51,720.00		
S-17	TRCHG, (18"-36") LESS THAN 8' D	9.50	18 LF	171.00		
S-22	4' MH, 6'-10' D	1,300.00	1 EA	1,300.00		
S-27	8' MH, ADD CST TO 4' MH	180.00	10 VF	1,800.00		
S-46	MH STEP	15.00	8 EA	120.00		
	MH RING & COVER	300.00	1 EA	300.00		
	TYPE 3 BARRICADE	37.50	30 LF	1,125.00		
M-35	SD BDNG	12.00	419 CY	5,028.00		
	ALBUQUERQUE GRATE	400.00	7 EA	2,800.00		
	Subtotal			219,694.50		
	Contingencies 10%					
	Engineering 6 %					
	Testing Fee 2%					
	Total Construction Cost					

COST APPORTIONMENT

	CITY TO PAY			DEVELOPER TO PAY	
	Policy No.	Policy No.	Policy No.	Policy No.	Policy No.
Const.	$	$	$	$	$
Cont.					
Eng.					
Testing					
Sub-Totals		$	$	$	$
Total City Cost:		$	$	$	$

Notes:

1. Outstanding Pro-rata:
2. For staking, construction and inspection use Drawing No. 2441
3. This work shall be done in accordance with the specifications of Block-to-Block Contract No. 85-1.
4. If payment of the full amount (Block-to-Block) or engineering fee (Private Contractor) is not made ten (10) working days before the expiration date of Contract No. 85-1, then this document must be revised prior to entering into construction contract.
5. Recorded Plat — Recording No.
6. Easement Required YES — Recording No.
7. NMSHD Permit Required YES — Permit No.
8. Permits Required: NO

Excavation Ordinance Permits

Sanitary Sewer
Storm Drainage Facilities
Water Lines
Street Grading
Curb and Gutter
Valley Gutter
Drivepads
Sidewalk
Handicapped Ramps

Sidewalk Ordinance Permits
(Construction)

Curb and Gutter
Valley Gutter
Sidewalk
Handicapped Ramps

NOTE: The dollar amounts for above fees were calculated on the basis that all permit items will be constructed under a Work Authorization. If items are to be done separately, then new fees must be calculated.

Prepared By:

BOHANNAN-HUSTON, INC.
Consultant

Submitted By:

Design Engineer DAVID WOODS

Sunwest Bank of Albuquerque, N.A.
P.O. Box 25500
Albuquerque, New Mexico 87125-5500
Tel. 505-765-2211

Scott Browning
Vice President

#2441
FILED WITH CITY CLERK'S OFFICE
7/9/85 dw

SUNWEST BANK

June 21, 1985

Mr. Bob V. Stover
Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

RE: Escrow Letter for Candelaria Business Center
City of Albuquerque Project No: 2441
Candelaria Business Center, a Joint Venture

Dear Mr. Stover:

This is to advise the City of Albuquerque that Sunwest Bank of Albuquerque, N.A., holds in Escrow in our loan reserves the sum of $300,000.00 the exclusive purpose of providing the financial guarantees required by Candelaria Business Center, a Joint Venture, for the installation of those improvements in Candelaria Business Center (Project No. 2441) identified in the Agreement between the City of Albuquerque and Candelaria Business Center, a Joint Venture is attached hereto as Exhibit "A", and is recorded in Book Misc. 246-A, at pages 880 to 901, of the records of the County of Bernalillo, State of New Mexico ("Agreement").

The funds from this Escrow of loan reserves will be released for the specific purpose of paying for the installation of the improvements referenced in the Agreement, and will only be released upon the written approval by William F. McNamara, City Engineering Department, or such other City representative as shall be designated by the City Engineer. If, by the date June 15, 1986, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates June 15, 1986 and August 15, 1986 of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Candelaria Business Center, a Joint Venture has failed to comply with the terms of the Agreement, and also certifying the estimated costs of completing the improvements specified in the Agreement, then Sunwest Bank of Albuquerque, N.A. shall draw by Certified Check to the City of Albuquerque, from the Escrow of loan reserves, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement.

This Escrow of loan reserves for the benefit of the City of Albuquerque shall be irrevocable until the occurance of one of the following:

1. Sixty (60) days following final City acceptance of the completed improvements specified in the Agreement;

2. City notification of failure of Candelaria Business Center, a Joint Venture to comply with the terms of the Agreement, and payment by Certified Check from Sunwest Bank of Albuquerque, N.A. to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement; or

3. The expiration of the date August 15, 1986.

Very truly yours,

SUNWEST BANK OF ALBUQUERQUE, N.A.

BY: Scott K. Browning
Scott K. Browning
Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Assistant City Attorney

#2441

85 54858 872

AGREEMENT AND
GRANT OF EASEMENT

THIS AGREEMENT AND GRANT OF EASEMENT ("Easement") is made this 8th day of July, 1985, by K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation ("House"), to THE CITY OF ALBUQUERQUE, Municipal corporation (the "City").

In consideration of the mutual covenants and conditions contained in this Easement, House hereby grants, bargains, sells and conveys to the City an easement over and under that certain property situate in Bernalillo County, New Mexico, more particularly described and shown on Exhibit "A", attached hereto and incorporated herein (the "Easement Property"), which grant of easement is pursuant to the terms and conditions set out herein.

1. Purpose: The purpose of the Easement is for the construction, reconstruction, operation, repair and maintenance of an underground storm drainage pipe and appurtenances (the "Drainage Facilities").

2. Term: The Easement shall be in perpetuity, unless sooner abandoned by the City.

3. Maintenance of Drainage Facilities: The City shall have the obligation to maintain the Drainage Facilities. The City shall have the right to enter upon the Easement Property as may be necessary for the installation, operation, repair or maintenance of the Drainage Facilities. The City shall give

House prior notice before entering upon the Easement Property if reasonably possible under the circumstances.

4. Restoration of Easement Property: The City shall be obligated to rebuild and restore the Drainage Facilities following the City's entry upon the Easement Property for purposes of maintenance of the Drainage Facilities. However, the City shall be under no obligation to restore any of House's improvements, including landscaping, situate on the Easement Property.

5. House's Use of Easement Property: House reserves the right to use the Easement Property for any purpose including a private street, parking, and landscaping, which do not disturb or disrupt the function of the Drainage Facilities, however, House shall have no right to use the Easement Property for the construction of buildings or other structures. In the event that any use of the Easement Property by House which has not received prior written approval of the City interferes with the City's operation, repair or maintenance of the Drainage Facilities, House agrees to cease such use within seventy-two (72) hours of receipt of written notice from the City, and House shall defend, indemnify and hold the City harmless from loss or damage as a result of such use.

6. Running of Benefits and Burdens: The terms House and the City include their respective successors in interest to their rights in the Easement Property. All provisions of this Easement, including the benefits and burdens, run with the land

and are binding upon and inure to the benefit of the successors in interest of the parties hereto.

7. Termination of Covenant Liability: Whenever a transfer of ownership of the Easement Property takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

8. Release of Easement: The City may terminate this Easement by recording a release in recordable form with directions for delivery of same to House at its last address given pursuant hereto, whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Easement Property.

IN WITNESS WHEREOF, the parties have executed this Easement this 8th day of July, 1985.

THE CITY OF ALBUQUERQUE,
a municipal corporation

By Bob V. Stover 7-5-85
Bob V. Stover, Chief Administrative Officer

ATTEST:

CITY CLERK

APPROVED:

CITY ATTORNEY

K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation

By
J.K House, President

APPROVED:

6/28/85
CITY ENGINEER

APPROVED:

PROPERTY MANAGER

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

The foregoing instrument was duly acknowledged before me this 5th day of July, 1985, by Bob V. Stover, Chief Administrative Officer of THE CITY OF ALBUQUERQUE, a municipal corporation on behalf of said corporation.

Dola L. Grant
Notary Public

My Commission Expires:

12/18/88

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

The foregoing instrument was duly acknowledged before me this 27th day of June, 1985, by J.K. HOUSE, President of K.L. HOUSE CONSTRUCTION CO., INC., a New Mexico corporation on behalf of said corporation.

Carol J. Yates
Notary Public

My Commission Expires:

July 9, 1986

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 JUL -9 AM 10: 05

Mrc 846-A 872-877
BK PG
DOLORES C. WALLER
CO. CLERK & RECORDER

EXHIBIT "A"

DESCRIPTION

A certain tract of land situate within Section 3, T10N, R3E, N.M.P.M., within the City of Albuquerque, Bernalillo County, New Mexico, comprising a portion of City of Albuquerque Candelaria Interceptor Ditch Easement, INDIAN ACRES SUBDIVISION, as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on August 4, 1971 and being more particularly described by plat bearings and ground distances as follows:

BEGINNING at the southwest corner of the tract herein described, a point on the westerly boundary of said Candelaria Interceptor Ditch Easement, whence the southwest corner of said Easement, also being the northwest corner of Tract F of said INDIAN ACRES SUBDIVISION bears S00°31'00"E, 21.00 feet and from said point of beginning running thence along the westerly boundary of said Easement, N00°31'00"W, 30.00 feet to the northwest corner of the tract herein described; thence leaving said Easement boundary and continuing along the northerly boundary of the tract herein described, N89°10'00"E, 529.44 feet to a point of curvature; thence, 341.72 feet along the arc of a curve to the right having a radius of 618.12 feet and a chord bearing S74°59'44"E, 337.39 feet to a point of tangency; thence, S59°09'28"E, 124.91 feet to the northeast corner of the tract herein described, also being a point on the easterly boundary of said Candelaria Interceptor Ditch Easement and the westerly right-of-way of Amherst Drive, whence the northeast corner of said Easement, also being the southeast corner of Tract C of said INDIAN ACRES SUBDIVISION bears N01°00'00"W, 22.37 feet; thence continuing along the easterly boundary of said Easement and said westerly right-of-way of Amherst Drive, S01°00'00"E, 35.31 feet to the southeast corner of the tract herein herein described; thence leaving said Easement boundary and said right-of-way and continuing along the southerly boundary of the tract herein described, N59°09'28"W, 143.54 feet to a point of curvature; thence, 325.14 feet along the arc of a curve to the left having a radius of 588.12 feet and a chord bearing N74°59'44"W, 321.01 feet to a point of tangency; thence, S89°10'00"W, 529.61 feet to the point and place of beginning.

Tract contains 0.6868 acre, more or less.

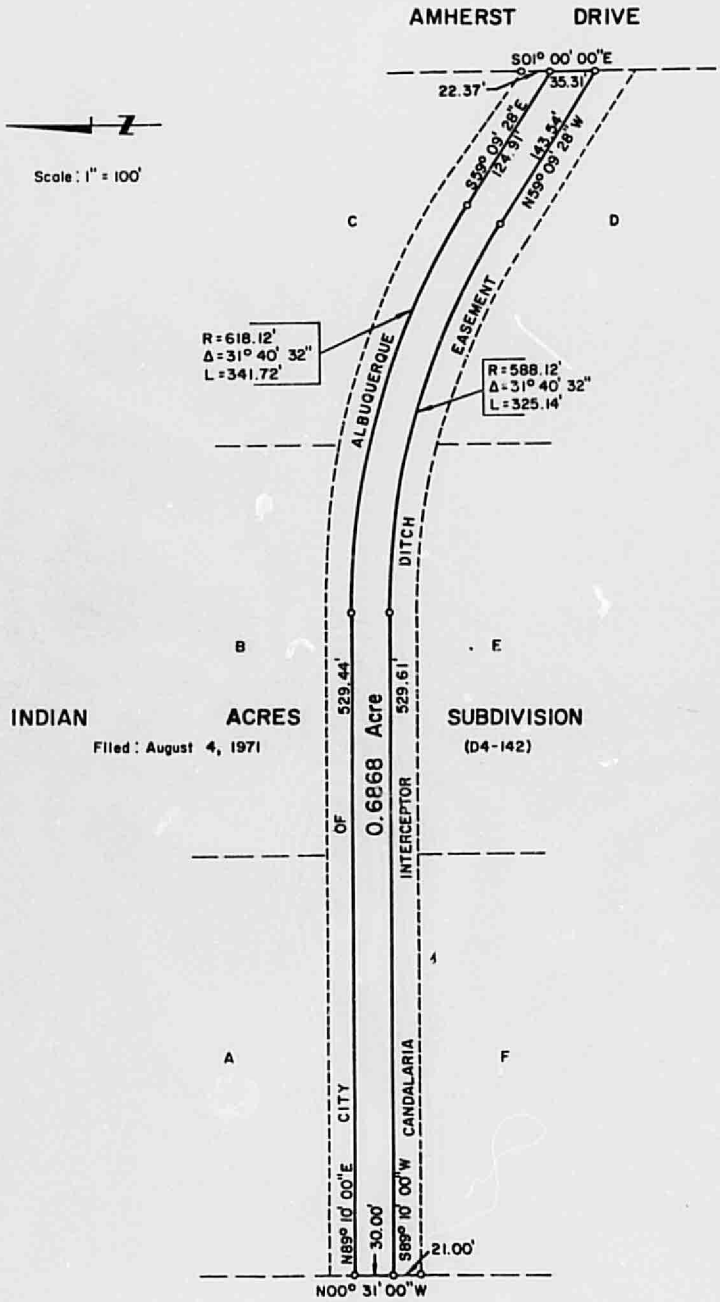
Bohannan-Huston Inc.
4125 Carlisle Blvd.
Albuquerque, NM 87107

January 7, 1985
Job No. 42295

A. Dwain Weaver
N.M.P.L.S.

A. DWAIN WEAVER NEW MEXICO 6544 REGISTERED LAND SURVEYOR No. 6544

EXHIBIT "B"



Job No. 42295

January 7, 1985

#3441
U 878

85 54859

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT is made this 8th day of July, 1985, by THE CITY OF ALBUQUERQUE, a municipal corporation (the "City").

The City does hereby release, relinquish and terminate that certain easement acquired in Bernalillo County District Court Case No. A41072, The City of Albuquerque, New Mexico, a municipal corporation v. A.J. Haney et al. which Judgment was recorded in the Bernalillo County, New Mexico real estate records on December, 4, 1970, in Book 218 Vol. 1218, (the "Judgment Easement") which easement is situated in Bernalillo County, New Mexico and described as follows:

> City of Albuquerque Candelaria Interceptor Ditch Easement as shown on the Plat (the "Plat") entitled "REPLAT OF TRACTS 2A, 2B, 3A, 3B, 4A, AND 4B OF THE SUBDIVISION OF TRACT 6, BLOCK A AND REPLAT OF TRACT 7, BLOCK A INDIAN ACRES SUBDIVISION AND THE SW 1/4, SE 1/4, SECTION 3, T 10 N., R3E NMPM" which plat is filed for record with the Bernalillo County New Mexico Clerk on August 4, 1971.

FURTHER, the City quitclaims all its right title and interest in the Judgment Easement to K.L. HOUSE CONSTRUCTION CO. INC., a New Mexico corporation whose address is 6409 Acoma Road, S.E., Albuquerque, New Mexico.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 JUL -9 AM 10:05

Mm 3464 878-879

DOLORES C. WALLER
CO. CLERK & RECORDER

IN WITNESS WHEREOF, the City has executed this Release of Easement

this 5th day of July, 1985.

THE CITY OF ALBUQUERQUE, a municipal corporation

By Bob V. Stover 7-5-85
Bob V. Stover
Chief Administrative Officer

ATTEST:

CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

CITY ATTORNEY

APPROVED:

CITY ENGINEER 6/20/85

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

The foregoing instrument was duly acknowleged before me this 5th day of July, 1985, by Bob V. Stover, Chief Administrative Officer of THE CITY OF ALBUQUERQUE, a municipal corporation on behalf of said corporation.

Notary Public

My Commission Expires:

12/18/88