

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

September 9, 1986

Frank Lovelady, P.E. Lovelady & Associates, Inc. 7408 Morrow Road, NE Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN SUBMITTAL OF JUAN TABO GARDEN OFFICES
RECEIVED AUGUST 15, 1986 FOR FINAL PLAT AND BUILDING PERMIT
APPROVAL (G-22/D17A)

Dear Frank:

The above referenced submittal, dated August 5, 1986, is approved for Building Permit sign-off by Hydrology. Include this approved plan with the construction sets routed for permit sign-off.

Be advised that the DPM does not recognize using the Rational "C" factor for use in calculating runoff volumes. The SCS curve number (CN) method should be used.

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

Cordially,

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

RAG/bsj

Walter Nickerson, P.E., City Engineer

PUBLIC WORKS DEPARTMENT

ENGINEERING GROUP

Telephone (505) 768-2500

Real Property Encroachment Agreement

This agreement made this 30th day of August 1984 by and between the City of Albuquerque, New Mexico municipal corporation, (City) and Metric Investments Inc. (User)

Recital

The user is the owner of certain real property located at 3900 Juan Tabo N.E. in Albuquerque, New Mexico, and more particulary described as follows:

Lots 1A, 1B and Lots 3-19, Tract A a Replat of Lot 1, Tract A Holiday Park Unit 11 Albuquerque, New Mexico

The City is the owner of certain real property, easement, or public right-of-way adjoining or abutting the above described property of the user. The user wishes to encroach upon the City's property by constructing an improvement thereon or has already encroached upon the City property as follows:

The Embudito Arroyo which is located south of the tract of land described above.

A sketch of the proposed or existing improvement is attached hereto and made a part of this Agreement.

The City is agreeable to the acroachment of said improvement provided that the User comply with the provisions and covenants contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the City and User that the User may construct and-or maintain, at his own expense, the improvement described herein.

RESPONSIBILITY

The user shall be responsible for the construction and/or maintenance of said improvement and it shall conform to all laws and ordinances and administrative regulations applicable hereto. Said improvements shall not constitute a hazard to the health or safety of the general public and shall not intercede with the City's use of the property.

INDEMNIFICATION AND HOLD HARMLESS
The User shall agree to defend, indemnify, and hold harmless, the City its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties for or on account of any matter arrising from the encroachment by the User or the Users failure to maintain, modify, or remove the encroachment under this Agreement.

REMOVAL
The User shall remove, modify, maintain, or cause same to be done and cause the premises to be returned to its original condition within 60 Days
after receipt of written Notice of the City. Notice shall be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt. In the event the User shall fail to comply

with the notice after the receipt of same, the City may undertake the project, at the expense of the User, and enter upon the property of the User as may be necessary to do so. The City shall assess the charge for same and any other expenses and damages arising therefrom to the User and file a lien therefor on the real property of the User.

Liability
The City shall not be liable for any damages to the User's property
or the improvement that may result from the maintenance, removal
or any modification of the improvement.

NOTICE
The written notice provided for herein shall be accomplished by mailing same to:

The User may change said address by giving written notice, certified mail, return receipt requested, to the City Engineers, at 400 Marquette, N.E., Albuquerque, New Mexico 87102.

COVENANT RUNNING WITH THE PROPERTY

The obligation of the User set forth herein shall be binding upon the User, his heirs, and assigns, and the property of the User as described herein and will run with said property until released by the City.

Title: Sac.

REVIEWED BY THE LEGAL

DEPARTMENT:

ASSISTANT CITY ATTORNEY

CITY OF ALBUQUERQUE

CHILF ADMINISTRATIVE OFFICER

ATTEST:

City Clerk DEPUTY

SS.

COUNTY OF BERNALILLO

COUNTY OF BERKETTING	
The foregoing instrument was ack	nowledged before me this 10 th
day of Settle	SEC, ,01
(NAME OF OF RICER)	(TITLE)
METRIC INVESTMENTS NO. (NAME OF CORPORATION)	N.M. (STATE of INCORPORATION)
corporation, on behalf of said co	orporation.
Corporation,	
	NOTARY PUBLIC
Marine 19	10-17-84
My Comission expires:	
STATE OF NEW MEXICO ss.	
COUNTY OF BERNALILLO	
STATE OF NEW MEXICO) COUNTY OF BERNALILLO)	
The foregoing instrument was acknow	vledged before me this 12th day of
September , 1984, by Frank	A. Kleinhenz, Chief Administrative
Officer of the City of Albuquerque.	almen & Castilla Notary Public
My commission expires:	
2/24/85	
STATE OF NEW MEXICO COUNTY OF BERNALILL FILED FOR RECORD 1984 SEP 12 AM 9: 2	OFFICIAL SEAL CANMEN L. CASTILLO MINARY PUBLIC - STATE OF NEW MEXICO My Commission Expires 244
DOLORES C. WALLE CO LORK & RECORDER	R R

84 70131

This Agreement made this day of Softwal, 1984, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Metric Investments Inc. (hereinafter ter 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 Lots 1A, 1B, and lots 3-19, Tract A a Replat Lot 1, Tract A Holiday Park Unit 11, Albuquerque, New Mexico (hereinafter referred to as the "Subdivision"); and

Whereas, the Developer has submitted and the City has approved a preliminary plat identified as Lot 1A, 1B and Lots 3-19, Tract A a replat of Lot 1, Tract A Holiday Park Unit 11 Albuquerque, New Mexico 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

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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 10th day of March , 1985, 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:

Type of Improvement		Location
	From	то
Per attachment Exhibit D	From	To
	From	то
	From	To
	From	То
	From	То
	From	То
	From	То
,	From	То

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 advised 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

- 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 of 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 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 member of 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 my be by appropriate dedication on the final plat of the subdivision.

- 7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish 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.
- 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.

- 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 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:

CITY OF ALBUQUERQUE, NEW MEXICO

METRICINVESTMENTS INC

Authorized Representative of

Developèr

ATTEST:

City Clerk DEPUTY O

AU XIII

C. D. Sheppard

City Engineer

Frank A. Kleinhenz

Chief Administrative Officer

Reviewed by:

Assistant City Attorney

STATE OF NEW MEXICO)) SS.
COUNTY OF BERNALILLO)
The foregoing instrument was acknowledged before me this
10th day of Septemben, 1984, by JERRY TORR
of Metric Investments
Notary Public
Notary Public
My commission expires:
STATE OF NEW MEXICO)) SS. COUNTY OF BERNALILLO)
The foregoing instrument was acknowledged before me this
City Engineer of the City of Albuquerque.
Notary Public
My commission expires:
OFFICIAL SEAL CARMEN L. CASTILLO
NOTARY PUBLIC - STATE OF NEW MEXICO

STATE OF NEW MEXICO)) SS.	520
COUNTY OF BERNALILLO)	
The foregoing in	strument was acknow	ledged before me this
day of Ap	tember , 1984,	by Frank A. Kleinhenz,
Chief Administrative O	ficer of the City of	Albuquerque.
	Carnen	If Castillo
	Notary P	ublic

My commission expires:

OFFICIAL SEAL
CARMEN L. CASTILLO

NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires

-9-

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT EXECUTED BY AND BETWEEN METRIC INVESTMENTS INC. (DEVELOPER)

AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON THE /2tt DAY OF September, 1984

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvement Plan, which was filed with the office of the City Engineer and identified as A Plat of Lots 1A, 1B, and Lots 3-19 Tract A replat of Lot 1 Tract A Holiday Park Unit 11.

2. DESIGN AND CONSTRUCTION METHODS.

As soon as reasonably practical afterapproval of the Developer's Preliminary Plat of the Subdivision, the Developer's 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 Tom Mann and Associates 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:

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.

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.), incorporating lots law plan hots allouderque, New Mexico any change orders approved by the City Engineer, Contract Documents for Public Works Contract 84-2, 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 Contract Documents for City-wide Utilities and Cash Paying Contract Number This list shall Lots IA 1B, and Lots I Tract A a Replat of Lot I, Tract A Holiday Park Unit II Albuquerque, New Mexico 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 form the City Engineer that the construction has been performed in substantial compliance with the Contract Documents for Public Works Contract 84-2 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.

. PAYMENT OF FEES.

524

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

	Type	of Fee	Amoure
	Excavation	Permit	To be determined
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-	·		
•			
•			
· · · · · · · · · · · · · · · · · · ·			
: 14. L.			

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.

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Metric Investments Inc. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE DAY OF September , 1984.

1. CONSTRUCTION INSPECTION METHODS.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by ________ Doug Smith & Associates _______ 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 therefore. 526

3. FIELD TESTING.

Field testing of the subdivision improvement performed shall bе construction Albuquerque Testing Laboratory 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 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 therefore.

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.

TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN Metric Investments Inc. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE DAY OF TOTAL 1984.

1. PLAT APPROVAL STATUS.

The Developer has has not 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. As Provent and Provided Pr

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.

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

Albuquerque Federal Savings And Loan Association Agreement No. 1072 Amount \$14,368.75 August 30. 1984 to August 31. 1985

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

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

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

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

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

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

- a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;
- b) A release of the original financial guarantee for execution by the City;

- c) Documentation that the completed improvements and the land on which the completed improvements are located are subject to no liens, claims or their encumbrances;
- d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

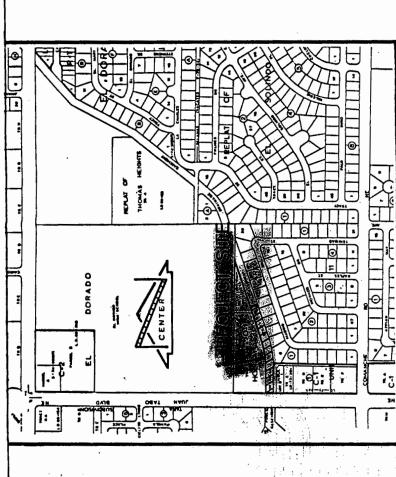
Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a Certificate of Completion and Acceptance for the completed improvements and accept the revised financial guarantee tendered by the Developer.

STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD

1984 SEP 12 AM 9: 21
BK 2547 512-54/
CO. CLERK & RECORDER
DEPUTY CA

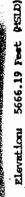
WITHIN CITY RIGHT. OF. WAY ACILITIES Ľ, DRAINAGE EXHIBIT

531



DESCRIPTION VICINITY MAP SCALE: I" = 800' EGAL



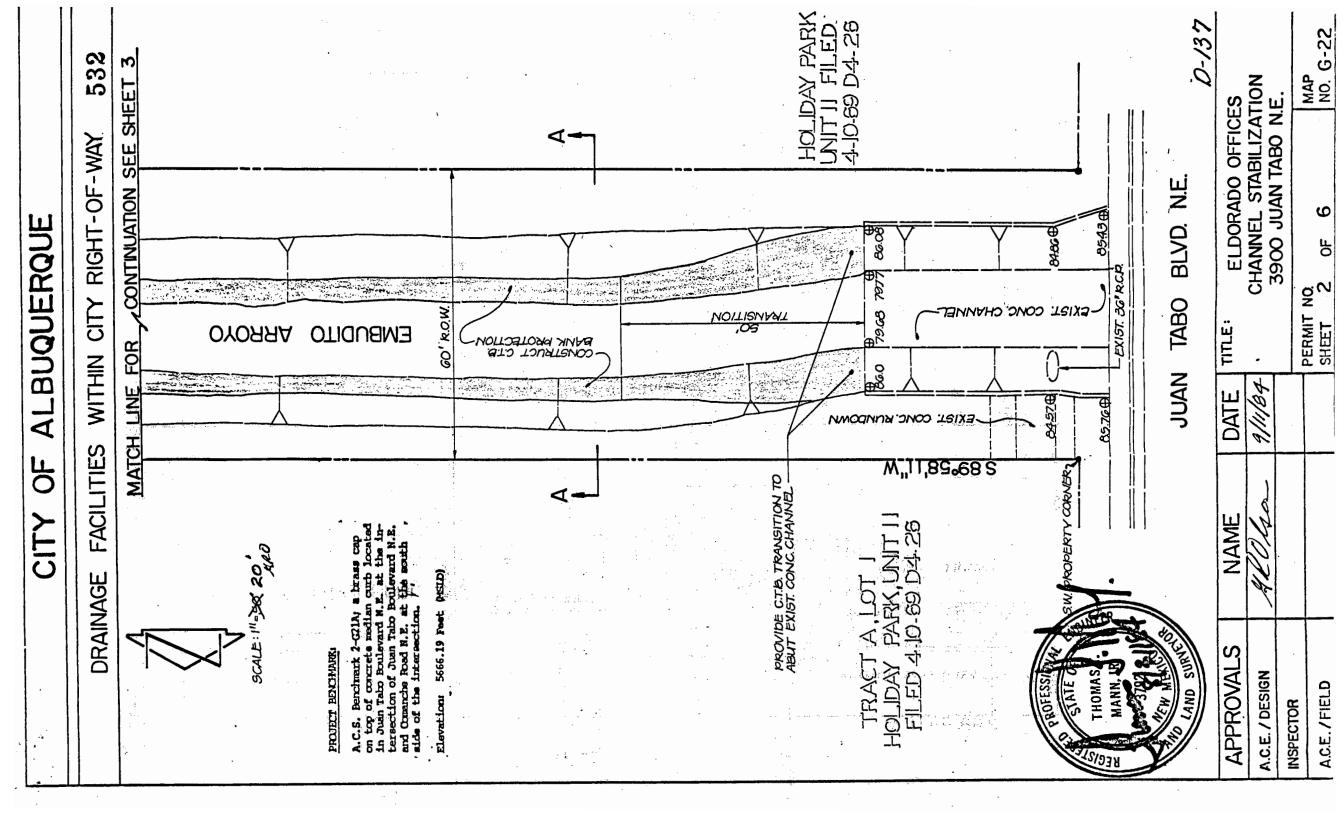




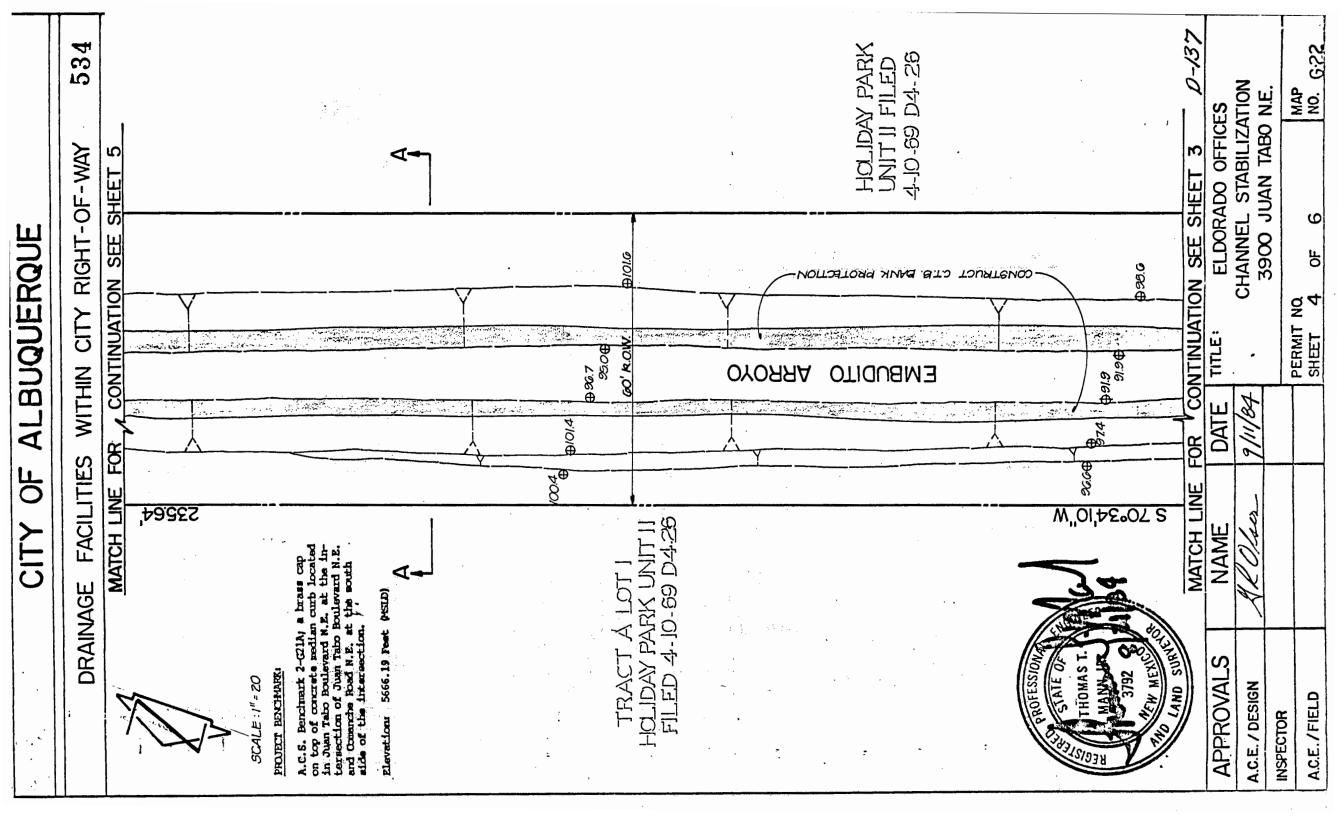
CONTRACTOR NOTICE TO

- inning this approv n for t f-way. An ar application ruction permit
- otherwise ance with accordance as except in acc be performed, constructed þe to detailed on these plans to provided hereon, shall Contract No. work stated of Public All 2.
- Line contact contractor must existing of excavation, for location any prior to a 765-1234, prior working days Two work: Locating m
- the ß Shou] the : of amount notify of minimum ions o ocat with vertical | the contrares construc horizonta conflict
- according рe compaction shall street use Backfill 5

ANALYSIA CARROLLING	OFFICES	ABILIZATION		-	MAP	NO.	
	TITLE: ELDORADO	CHANNEL STA			PERMIT NO.	SHEET I OF 6	
	DATE	\$8/11/kg			-	S	
	NAME						
	APPROVALS	A.C.E./ DESIGN	Neperton	INSPECTOR		A.C.E./FIELD	



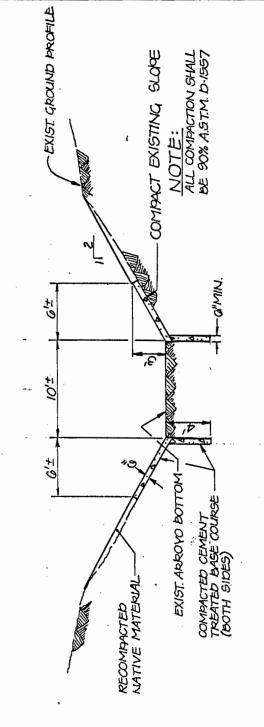
6-22 533 CHANNEL STABILIZATION MAP NO. 3900 JUAN TABO N.E. OFFICES RIGHT-OF-WAY ELDORADO CONTINUATION SEE 思 ALBUQUERQUE P CONTINUATION PERMIT NO. SHEET 3 WITHIN CITY 86.88.7€ \$8.7€ OYOARA TITLE **EMBUDITO** 85.2 85.3⊕ 11/84 DATE **FACILITIES** P NAME Δ= 19°24'0|" R= 454.70 L= 153.96'. T= 77.72 MATCH DRAINAGE **APPROVALS** A C.E. / DESIGN A.C.E. / FIELD AND INSPECTOR



0-137 6-22 535 MAP NO. STABILIZATION OFFICES 3900 JUAN TABO NE. RIGHT-OF-WAY ELDORADO ROW CHANNEL ALBUQUERQUE 80 PERMIT NO SHEET 5 CITY TITLE 102.48 B 26:901 CONSTRUCT CITON) WITHIN 8 EXIZE CONC. KUNDOWN 35.42 to 104.32 DATE TC.106 70 88 FACILITIES R 145.88 200-0149,ED NAME DR. N.E. DRAINAGE MATCH EXIST.CO ELDORADO SW HEXICO APPROVAL A.C.E. / DESIGN A.C.E. /FIELD SAN S **NSPECTOR**

WITHIN CITY RIGHT-OF-WAY **FACILITIES** DRAINAGE

536



SCTION A-A SCALE: I'= IO'



ROJECT REACHMARKS

A.C.S. Benchmark 2-621M, a brass cap on top of concrete median curb located in Juan Tabo Boulevard N.E. at the intersection of Juan Tabo Boulevard N.E. and Comanche Road N.E. at the Bouth , side of the intersection.

Elevation 5666.19 Feet (HSLD)

0-137

APPROVALS	NAME	DATE	TITLE:	ELDOF	ELDORADO OFFICES	ES
A.C.E. / DESIGN	AKORa		•	CHANNE	CHANNEL STABILIZATION	TION
DOCTO				2900	3900 JUAN IABO N.E.	Z Į
וואלבכוכה						-::-
			PERMIT NO	ğ		MAP
A.C.E. /FIELD			SHET 6	6 ਨ	9	NO. G-22



A certain tract of land located within the Corporate limits of the City of Albuquerque, New Mexico, comprising Lot 1, Tract A, Holiday Park, Unit ii. as shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on April 10, 1969, Book D-04, Page 26 and being more particularly described as follows:

DESCRIPTION

Beginning at the northwest corner of the parcel herein described, being a point along the east right-of-way line of Juan Tabo Boulevard N.E. and also being common to the southwest corner of Tract 2, Eldorado Center; thence, 8 89°30'40" E a distance of 599.64 feet; thence 8 00°01'49" E a distance of 145.88 feet; thence 8 70°34'10" W a distance of 235.64 feet; thence along the arc of a curve to the right with $\Delta = 19°24'01"$, R = 454.70 feet, and L = 153.96 feet; thence 8 85°58'11" W a distance of 226.32 feet to a point along the east right-of-way line of Juan Tabo Boulevard N.E.; thence N 00°01'49° W a distance of 255.40 feet along the east right-of-way line of Juan Tabo Boulevard N.E. to the point of beginning and containing 3.1174 acres more or less.

MAP G-22 VICINITY SCALE : 1" = 800

HOTES

40 = 00 09 09

- Bearing base is plat of Holiday Park, Unit II, filed April 10, 1969.
- 2. All distances are ground distances.
- 3. Property corners have been set; a field survey has been performed.
- '4. No street mileage created.
- Site located with Section 3, T 10 N, R 4 E, N.M.P.M.
- 6. Record distance shown in

FILED 4-10-69

D04-26

- 7. Lots 1-A . 1-B and Lots 3 through 19 will accept drainage from Lots 1-B and Lots 3 through 19 for the purpose of conveying that drainage to the existing drainage channel which lies just south of the site and to Juan Tabo Boulevard N.E. which lies west of the site. Conveyance will take place via paved surfaces and will constitute a private drainage easement.
- 8. All lots grant unto all other lots a nonexclusive private easement over, under and across all areas not designated for buildings for the placement and maintenance of utilities and the free movement of all
- The 50 foot private vehicular easement was granted to permit ingress and egress to the former Lot 1, Tract A.
- All lots grant unto Public Service Company, Mountain Bell, Gas Company company, nountain self, cas company and City of Albuquerque, a non-exclusive easement over, under and oc-ross all areas not designated for buildings for the placement and maintenance of utilities.
- 174 Common parking spaces are provided for all lots per City of Albuquerque Comprehensive Zoning Code, Section 40 A.

traffic. parenthesis, (). EXISTING 50 PRIVATE VEHICULAR EL DORADO CENTER TRACT Z/COMMON PRIVATE DRAINAGE, PARKING & Δ=90°31'09" EXISTING PUBLIC DRAINAGE EASEMENT FILED 4-26-84 ACCESS EASEMENT. THIS EASEMENT FILED 12-12-69 & UTILITY EASEMENT FILED 7-12-77 R = 30.00' WITH THE EXCEPTION OF THE DOCUMENT 84-29857 BOOK MISC. IIOA, PAGES 168-169 T = 30.27 A02 - 183 DOCUMENT 77-41045 BUILDING AREA. -800K MISC 546 PAGES 485-487 . * 47.40 -106 ROW -10' PRIVATE DRAINAGE EASEMENT TO SERVE ELDORADO HIGH SOLICOL AND PUBLIC UTILITY EASEMENT (599.63') 5/8"REBAR LS # 6401 - 7' TELEPHONE EASEMENT S89°30'40"E / 599.64 37 ZS LOT 2 VEHICULAR EASEMENT LOT 19 0.1167 AC.2 TRACT A BY THIS PLAT A = 0.0045 HOLIDAY PARK w II TINU TRACT FILED 4-10-69 ×= 421,775 66 DO4-26 Y = 1,500,317.22 GROUND TO GRID FACTOR =0 9996395 BLVD NEW MEXICO CENTRAL ZONE 00°01'49" LOT 14 1 1 10 LOT 13 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 12 LOT 13 LOT 14 LOT 5 LOT 16 LO LOT 13 LOT 14 LOT 5 LOT 16 LOT 17 TABO PROPOSED BUILDING AREA HOLIDAY PARK UNIT II EXISTING 60' PUBLIC DRAINAGE & UTILITY STU SEBAR IS # EACH EASEMENT FILED 4-10.69 S89°58'II'W 226.32 † L-6.18 Δ = 19° 24'OI" -EXISTING 20' PUBLIC ALLEY + CHISLED IN R = 454.70 L = 153.96 ESET BRASS CAP 2-G21AF MM CENTRAL ZONE X = 420,717 75 T * 77.72 HOLIDAY PARK UNIT !! Y = 1,500,252 92 GROUND TO GRID FACTOR = 0 9996362

LOTS IA, IB AND LOTS 3-19, TRACT A

LOT I, TRACT A HOLIDAY PARK UNIT II ALBUQUERQUE, NEW MEXICO MAY, 1984

EDI	CAT	TON	1

The undersigned owners of the land shown hereon do hereby consent to the platting of said land in the manner shown hereon and do hereby confid liprivate easements for the purposes stipulated hereon.

KNOWL	<u>edgehent</u>	

STATE OF NEW MEXICO COUNTY OF BERNALILLO



KHN CATHAN NO WY PUR IS STATE OF MEN MEN

The foregoing instrument was acknowledge before me this

MOTARY PUBLIC APPROVALS

Traffic Engineer, City of Albuquerque, N.M. Date

Planning Director, City of Albuquerque, E.M. Date

City-Engineer, City of Albuquerque, M.H. Date

O.Val.Vall. <u>6 • 27 • 84</u> Property Manager, City of Albuquerque, M.M. Date

E. Estsquard 2/2/24 Water Resources, City of Albuquerque, N.M.

Parks and Recreation, City of Albuquerque, N.M.

Date 0627 64 chief City Surveyor, Engineering Division <u>06126184</u>

Public Service Company

Date 6-29-84 Date

Date . :1

Date

CERTIFICATION

Mountain Bell

I, Thomas T. Mann, Jr., do hereby certify that I am a Registered Land Surveyor under to laws of the State of New Mexico and that thie plat was prepared by me or under my supervision; shows s'l easements made known to me by the Owner, utility companies or other interested parties; meets the minimum requirements of monumentation and surveys of the Albuquerque Subdivision Ordinance and is true and correct to the best of my knowledge and bel

Thomas T. Mann, Jr., P.E.

JOS NO 4058;

Appropriate City Engineer/Design/ Date Requesting Office / Date APPROVED: 1. OFFICE OF HER STANDER RECEIVER HERSTONER RECEIVED CONTROLLED OF SECOND FUNDS 2. Overlide from the above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above applicant of the sum of 8 months of vork described above above and ontract documents of 1 months	20.			
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. Permits Required:

Excavation Ordinance Permits:

Sidewalk Ordinance Permits:

£4.

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

Submitted By:

nomas T. Mann, Jr Resident AS-BUILT AMOUNT

AS-BUILT QUANTITY EST. QUANTITY CONTRACT UNIT DESCRIPTION ESTIMATE ITEM NO.

11,495.00

(10%) (6%) (2%) Contingencies: Engineering: Testing Fee: Total Construction Cost: Subt

NOTES:

- · Outstanding Pro-rata:
- For
- n use Drawing No. and inspection in accordance w construction shall be work This
- working days ocument must document (10) Public Works Contract No. 84-2.

 If payment of the engineering fee is not made ten (10) fore the expiration date of Contract No. 84-2, then this revised prior to entering into construction contract. before be revis

4 o£ --Sheet

ESTIMATE

& Associates 1984 August 30, Estimate Date: Requestor:

Tom Mann & Associates 811 Dallas, N.E. Albuquerque, N.M. 87110 (505) 265 5611

Order Date: Work Job

Map No: G-22

Inc. Daveloper

87110

form: Metric Inv. 5736 Osuna N.E. Albuquerque, NM 87109 *act regarding this f contact to Person

Thomas T. Mann, Jr. 811 Dallas, N.E. Albuquerque, N.M. (505) 265 5611

served: to be Property Subdivision of Description of of Name

Unit II, Holiday Park Lot 1, Tract 1,

General Scope of Project:

of Office Condominiums and associated improvements. Construction

Pay: t o Developer

Policy:

Specific Location:

Construction ρĘ Nature

> south Tabo Boulevard N.E., of El Dorado Center Juan

Commercial Development channel revisions

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AS-BUIL?	
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CONTRACT QUANTITY UNIT	
CONTRACT	PRICE
DESCRIPTION	
ESTIMATE	

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UNIT	EUMP SUM
	Grading, shaping and compacting existing channel sides and excavation for cutoff walls, per lump sum
TEM NO.	: :

1430

6.50 SY

place, per SY

base,

6" cement treated compacted,

2

