

H9/D1A

PRE-DESIGN MEETING:

PROJ. NO. _____

X OTHER SECTOR PLAN (SPECIFY)

BY:

87 8416

731

DRAINAGE COVENANT

This Drainage Covenant, between WESTLAND DEVELOPMENT CO., INC., a New Mexico corporation ("Owner"), whose address is 401 Coors Blvd., N.W., Albuquerque, NM 87105, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property located at the northwest quadrant of Albuquerque, New Mexico near the intersection of the extensions of Unser Boulevard and 98th Street in Bernalillo County, New Mexico, more particularly described in Exhibit A, Pages 1 and 2, attached (the "Property").

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

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

Diversion berms and swales as shown in Exhibit B,
Pages 1 and 2, attached.

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

Owner shall construct the Drainage Facilities simultaneously with the construction of improvements on the City project entitled Special Assessment District 215, and in accordance with the attached Exhibit B, page 1 and 2, as required and approved by the City.

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

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

5. Demand for Construction or Repair. If the Owner fails to construct or maintain in accordance with the terms of this

Covenant, the City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11 herein, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

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

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

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

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

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is as stated in the first paragraph of this Covenant.

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

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

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

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

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

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

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

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

OWNER: WESTLAND DEVELOPMENT CO., INC.

By: 

Its: President

Dated: 1-13-87

STATE OF New Mexico)
COUNTY OF BERNALILLO) ss

The foregoing instrument was acknowledged before me this 13
day of JANUARY, 1987, by GIL E. CORDOVA, PRESIDENT &
C.E.O. of WESTLAND DEVELOPMENT CO., INC., a New
Mexico corporation.

OFFICIAL SEAL

LINDA J. BLAIR

NOTARY PUBLIC STATE OF NEW MEXICO

ALL COMMISSIONS EXPIRE 12/31/89

My Commission Expires: 8/5/89

Linda J. Blair
Notary Public

My Commission Expires:

CITY OF ALBUQUERQUE:

By: Fred Aguirre
Title: FOR CITY ENGINEER
Dated: 1/22/87

STATE OF New Mexico)
COUNTY OF BERNALILLO) ss

The foregoing instrument was acknowledged before me this 22nd
day of January, 1987, by Fred Aguirre,
Hydrology Dev. of the City of Albuquerque.

Maria O. Romero
Notary Public

My Commission Expires:

May 5, 1990

(EXHIBITS A and B ATTACHED)

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED 1987 JAN 26

1987 JAN 26 PM 3:59
445A 731-738
CLARENCE M. HARRIS
CO. CLERK OF DISTRICT COURT

That certain parcel of land situate within projected Sections 9 and 16, Township 10 North, Range 2 East, of the New Mexico Principal Meridian, within the Town of Atrisco Land Grant, Bernalillo County, New Mexico, lying south of 98th Street N.W., west of Unser Boulevard N.W., and north of the easements for the Ladera Storm Drainage, Diversion and Detention Facility of the Albuquerque Metropolitan Arroyo Flood Control Authority (A.M.A.F.C.A.), and being more particularly described as follows:

BEGINNING at the most southerly point on "El Rancho Atrisco Phase V", as filed for Public Record in the Office of the Bernalillo County Clerk on March 29, 1984, in Volume C-23, Folio 139; whence, for a tie, the New Mexico Highway and Albuquerque City Survey Monument "I-40-19", being a brass cap found in place, bears S 15° 13' 25" E, 5288.30 feet;

Thence, S 00° 13' 59" E, 667.29 feet, following the west right-of-way line of said Unser Boulevard N.W., as shown and designated on the plat entitled "El Rancho Atrisco Phase III", as filed for Public Record in the Office of the Bernalillo County Clerk on December 8, 1981, in Volume C-19, Folio 39; to a Point of Curvature (PC);

Thence, southerly, 763.88 feet along the arc of a curve to the left (said arc having a radius of 1478.00 feet and a central angle of 29° 36' 45") continuing along said west right-of-way line to a Point of Reverse Curvature (PRC);

Thence, southerly, 703.54 feet along the arc of a curve to the right (said arc having a radius of 1322.00 feet and a central angle of 30° 29' 29") continuing along said west right-of-way line to a Point On Curve (POC);

Thence, N 89° 21' 15" W, 50.00 feet radially inward to a Point on Curve (POC);

Thence, northerly, 676.93 feet along the arc of a curve to the left (said curve being concentric with the last above said curve and having a radius of 1272.00 feet and a central angle of 30° 29' 29") to a Point of Reverse Curvature (PRC);

Thence, northwesternly, 46.61 feet along the arc of a curve to the right (said curve being concentric with the first above said curve and having a radius of 1528.00 feet and a central angle of 1° 44' 52") to the north boundary of said A.M.A.F.C.A. easements;

Thence, following said north A.M.A.F.C.A. easement lines for the next thirteen (13) courses:

S 56° 43' 03" W, 909.40 feet to a Point of Curvature (PC);

Thence, southwesternly, 165.44 feet along the arc of a curve to the right (said arc having a radius of 463.58 feet and a central angle of 20° 26' 51") to a Point of Reverse Curvature (PRC);

Thence, southwesternly, 107.89 feet along the arc of a curve to the left (said arc having a radius of 291.25 feet and a central angle of $21^{\circ} 13' 27''$) to a Point On Curve (POC);

Thence, N $56^{\circ} 50' 58''$ W, 84.52 feet;
 Thence, S $56^{\circ} 43' 03''$ W, 25.00 feet;
 Thence, N $33^{\circ} 16' 57''$ W, 45.00 feet;
 Thence, S $56^{\circ} 43' 03''$ W, 30.00 feet;
 Thence, S $33^{\circ} 16' 57''$ E, 45.00 feet;
 Thence, S $56^{\circ} 43' 03''$ W, 25.00 feet;
 Thence, S $48^{\circ} 39' 02''$ E, 95.89 feet to a Point on Curve (POC);

Thence, southwesternly, 9.99 feet along the arc of a curve to the left (said curve being concentric with the last above said curve and said arc having a radius of 291.25 feet, a central angle of $1^{\circ} 57' 57''$, and a chord which bears S $37^{\circ} 15' 10''$ W, a distance of 9.99 feet) to a Point of Reverse Curvature (PRC);

Thence, southwesternly 165.44 feet along the arc of a curve to the right (said arc having a radius of 463.58 feet and a central angle of $20^{\circ} 26' 51''$) to a Point of Tangency (PT);

Thence, S $56^{\circ} 43' 03''$ W, 797.76 feet;

Thence, N $08^{\circ} 19' 34''$ W, 2831.94 feet to a Point On Curve (POC) on the south right-of-way line of said 98th Street N.W.;

Thence, easterly, 432.08 feet along the arc of a curve to the right (said arc having a radius of 4546.13 feet, a central angle of $5^{\circ} 26' 44''$ and a chord which bears S $83^{\circ} 15' 22''$ E, a distance of 431.91 feet) along said south right-of-way line of 98th Street N.W. to a Point of Tangency (PT);

Thence, following said south right-of-way line of 98th Street N.W. for the next three (3) courses:

S $80^{\circ} 32' 00''$ E, 450.00 feet to a Point of Curvature (PC);

Thence easterly, 802.94 feet along the arc of a curve to the left (said arc having a radius of 3855.16 feet and a central angle of $11^{\circ} 56' 00''$) to a Point of Tangency (PT);

Thence N $87^{\circ} 32' 00''$ E, 431.22 feet to a Point of Curvature (PC);

Thence, southeasterly, 64.39 feet along the arc of a curve to the right (said arc having a radius of 40.00 feet and a central angle of $92^{\circ} 14' 01''$) around the southwest return of said 98th Street N.W. to said Unser Boulevard N.W., to a Point of Tangency (PT) being the POINT OF BEGINNING of the parcel of land herein described.

The above delineated parcel of land contains 97.8056 acres, more or less.

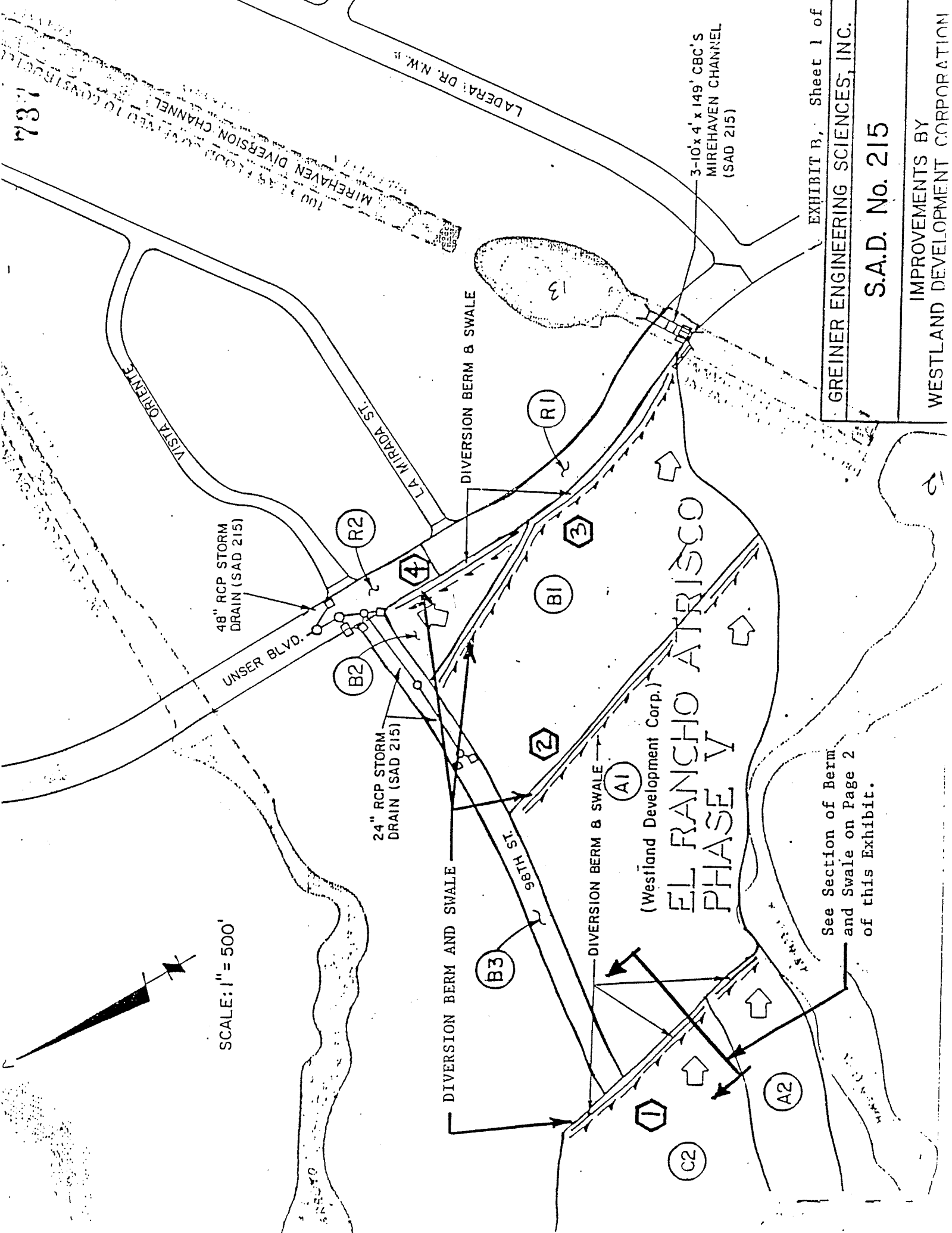
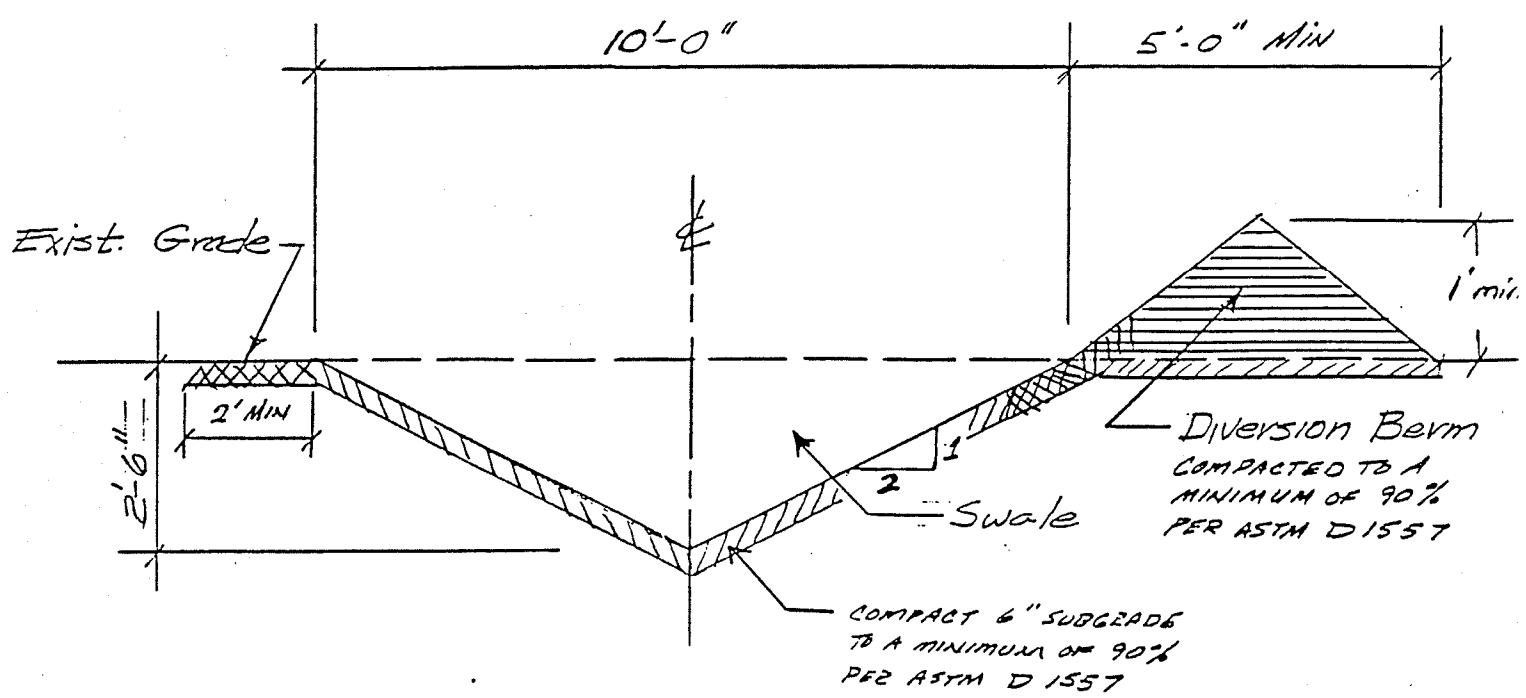


TABLE OF DRAINAGE AREAS AND FLOWS *

BERM AND SWALE	DRAIN AREAS	FLOW RATE (Q100)
1	C2 and A2	65 cfs
2	A1	52 cfs
3	B1	41 cfs
4	B2	6 cfs

* From Drainage Analysis Report SAD 215, July, 1986, prepared by Greiner Engineering



SECTION THRU BERM AND SWALE (TYPICAL)
N.T.S.

Contract Control or
Engineering Project
Number 8690163

SAD-215

CONTRACT COVER PAGE
FOR ALL
PURCHASING & CIP CONTRACTS/AGREEMENTS

I. CONTRACT INFORMATION:

- A. TYPE OF AGREEMENT: Drainage Covenant - SAD-215
(and is it new/renewal/extension/change order?) N/A
- B. RFP NO./DATE RFP OPENED/DATE RFP APPROVED AND BY WHOM N/A
- C. SELECTION ADVISORY COMMITTEE RECOMMEND DATE N/A
- D. PARTIES: CITY and Laurelwood Joint Venture
(name of contracting party)
- E. PROJECT, EVENT OR PURPOSE: Diversion Berms & Swales
(name type of legal entity)
- F. CONTRACT AMOUNT: _____
(and is amount due city or does city pay? If amount due City,
add Treasury office to distribution.)
- G. CONTRACT TERMS, INCLUDING AMOUNT OF PAYMENTS N/A
- H. CONTRACT DATES: N/A
- I. FEDERAL TAX NUMBER: N/A
- J. STATE OF NM TAX NUMBER: N/A
- K. CITY OF ALBQ TAX REGISTRATION NUMBER: N/A

II BUDGET INFORMATION:

- A. ACTIVITY/PROJECT NUMBER: N/A
- B. SOURCE OF FUNDS: N/A

III INSURANCE & BONDS INFORMATION:

- A. INSURANCE AND BONDS REQUIRED: N/A
- (and are all necessary policies/forms attached?) _____

IV. CAO AND/OR CITY COUNCIL:

- A. TECHNICAL/PROFESSIONAL RFP WAIVED? N/A
- B. ARCHITECTURAL/ENGINEERING EMERGENCY SELECTION? N/A
CAO'S SIGNATURE OBTAINED ON THE ABOVE? N/A
- C. EC/R NUMBER N/A DATES SUBMITTED N/A & APPROVED N/A

(This is side one of the contract cover page)

08714596

DRAINAGE COVENANT

26 56

This Drainage Covenant, between LAURELWOOD II JOINT VENTURE, a New Mexico partnership ("Owner"), whose address is 2400 Comanche Road, N.E., Albuquerque, NM 87107, and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. Recital. Owner is the owner of certain real property located at the northwest quadrant of Albuquerque, New Mexico near the intersection of the extensions of Unser Boulevard and 98th Street in Bernalillo County, New Mexico, more particularly described in Exhibit A, attached (the "Property").

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

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

Diversion berms and swales as shown in Exhibit B, Pages 1 and 2, attached.

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

Owner shall construct the Drainage Facilities simultaneously with the construction of improvements on the City project entitled Special Assessment District 215, and in accordance with the attached Exhibit B, Pages 1 and 2, as required and approved by the City.

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

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

5. Demand for Construction or Repair. If the Owner fails to construct or maintain in accordance with the terms of this Covenant,

the City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days ("Deadline") of receipt of the Notice, as provided in Section 11 herein, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

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

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

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

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

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

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is as stated in the first paragraph of this Covenant.

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

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

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

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

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

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

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

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

OWNER: LAURELWOOD II JOINT VENTURE

By: Skip Buchanan
 Its: A MGR. PARTNER
 Dated: 1-19-87

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 19TH
day of JANUARY, 1987, by SKIP BUCHANAN,
MANAGING PARTNER, of LAURELWOOD II JOINT VENTURE, a
New Mexico partnership.

[Signature]
Notary Public

My Commission Expires:
JUNE 04, 1990

CITY OF ALBUQUERQUE:
By: [Signature]
Title: CITY ENGINEER
Dated: 1/28/87

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this _____
day of _____, 198____, by _____,
_____ of the City of Albuquerque.

NOTATION FOR CITY NOT REQUIRED
for legal

Notary Public

My Commission Expires:

NOTATION

(EXHIBITS A and B ATTACHED)

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
1987 FEB 12 PM 2:32
BY Ms452A 56-62
GLADYS H. DAVIS
CLERK & RECORDER
[Signature]

A Tract of land situate within Projected Sections 4 & 9, Township 10 North, Range 2 East, New Mexico Principal Meridian, being EL RANCHO ATRISCO, PHASE IV, Tract A, within the Town of Atrisco Grant, Albuquerque, New Mexico, and being more particularly described as follows:

Beginning at the Northeast corner of the Tract herein described, being a point on the Westerly R/W line of Unser Blvd., N.W., from whence U.S.G.S. brass cap Sta. "FALLS" bears N $17^{\circ} 52' 50''$ E, 4733.22 feet;

Thence along the Westerly R/W line of Unser Blvd., N.W., 1094.30 feet along a curve to the right whose radius is 1322.00 feet and whose chord bears S $26^{\circ} 51' 10''$ W, 1063.33 feet through a central angle of $47^{\circ} 25' 40''$; thence continuing 0.24 feet along a curve to the left whose radius is 1478.00 feet and whose chord bears S $25^{\circ} 10' 14''$ W, 1267.76 feet through a central angle of $50^{\circ} 47' 33''$; thence continuing S $00^{\circ} 13' 32''$ E, 943.02 feet; thence 61.27 feet along a curve to the right whose radius is 40.00 feet and whose chord bears S $43^{\circ} 39' 28''$ W, 46 feet through a central angle of $87^{\circ} 45' 59''$ to a point on the Northerly R/W line of 98th St., N.W.; thence along said R/W line the following four (4) courses:

- 1) S $87^{\circ} 32' 27''$ W, 438.46 feet;
- 2) thence 780.86 feet along a curve to the right whose radius is 3749.16 feet and whose chord bears N $86^{\circ} 29' 33''$ W, 779.45 feet through a central angle of $11^{\circ} 56' 00''$;
- 3) thence N $80^{\circ} 31' 33''$ W, 450.00 feet;
- 4) thence 442.15 feet along a curve to the left whose radius is 4652.13 feet and whose chord bears N $83^{\circ} 14' 55''$ W, 441.99 feet through a central angle of $05^{\circ} 26' 44''$;

Thence leaving the aforementioned Northerly R/W line, N $01^{\circ} 21' 38''$ E, 65.13 feet; thence N $50^{\circ} 34' 31''$ E, 305.90 feet; thence N $20^{\circ} 52' 08''$ E, 230.67 feet; thence N $29^{\circ} 09' 22''$ W, 289.77 feet; thence N $35^{\circ} 41' 41''$ E, 493.13 feet; thence N $3^{\circ} 45' 52''$ W, 227.01 feet; thence N $32^{\circ} 37' 16''$ E, 262.13 feet; thence N $44^{\circ} 59''$ E, 239.80 feet; thence N $70^{\circ} 08' 45''$ E, 353.53 feet; thence N $36^{\circ} 01' 05''$ E, 37.66 feet; thence N $75^{\circ} 11' 52''$ E, 231.77 feet; thence N $31^{\circ} 41' 04''$ E, 170 feet; thence N $06^{\circ} 42' 27''$ E, 113.32 feet; thence N $10^{\circ} 08' 01''$ E, 205.18 feet; thence N $27^{\circ} 10''$ E, 331.04 feet; thence S $73^{\circ} 03' 07''$ E, 116.05 feet; thence N $85^{\circ} 09' 01''$ E, 254.29 feet; thence N $75^{\circ} 26' 20''$ E, 338.87 feet; thence N $58^{\circ} 52' 05''$ E, 199.10 feet; thence N $43^{\circ} 06''$ E, 116.09 feet; thence S $78^{\circ} 18' 53''$ E, 210.09 feet; thence N $56^{\circ} 36' 26''$ E, 149.15 feet; thence S $70^{\circ} 17' 10''$ E, 260.16 feet to the Northeast and beginning corner of the Tract herein described and containing 116.513 acres (175,280 sq. ft.), more or less.

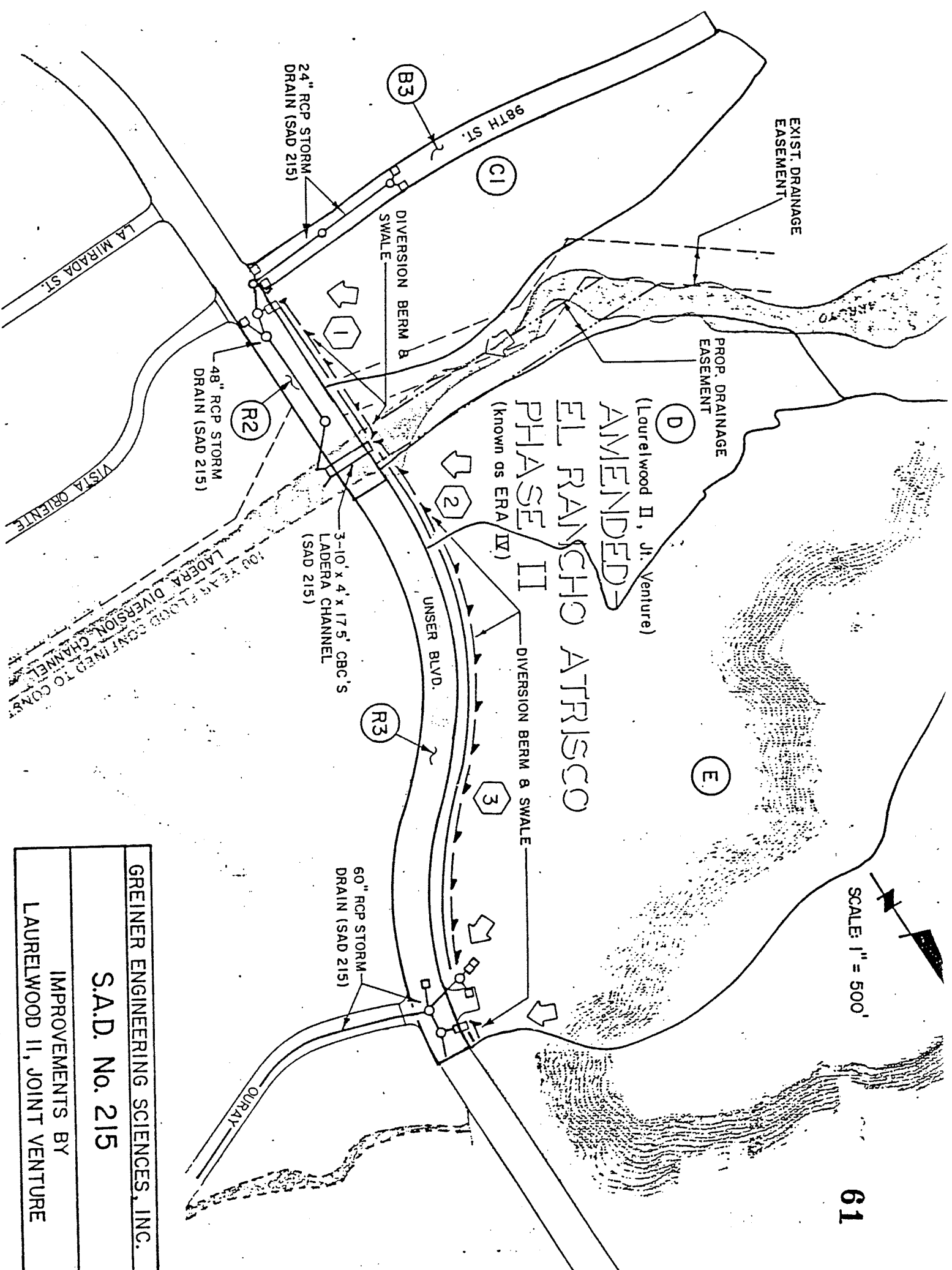
Reserving therefrom:

A Tract of land situate within Projected Section 9, Township 10 North, Range 2 East, New Mexico Principal Meridian, and within the Town of Atrisco Grant, Albuquerque, New Mexico, being "College Zone 2-West, Well Site No. 2", and being more particularly described as follows:

Beginning at the Northeast corner of the Tract herein described, from whence brass cap Sta. "2-G9" bears N $26^{\circ} 31' 21''$ E, 2647.97 feet;

Thence S $01^{\circ} 28' 14''$ E, 100.00 feet to the Southeast corner; thence S $88^{\circ} 46''$ W, 100.00 feet to the Southwest corner; thence N $01^{\circ} 28' 14''$ W, 100.00 feet to the Northwest corner; thence N $88^{\circ} 31' 46''$ E, 100.00 feet to the Northeast and beginning corner of the Tract herein described and containing 0.230 acres (10,000 sq. ft.), more or less.

SCALE: 1" = 500'



GREINER ENGINEERING SCIENCES, INC.

S.A.D. No. 215

IMPROVEMENTS BY

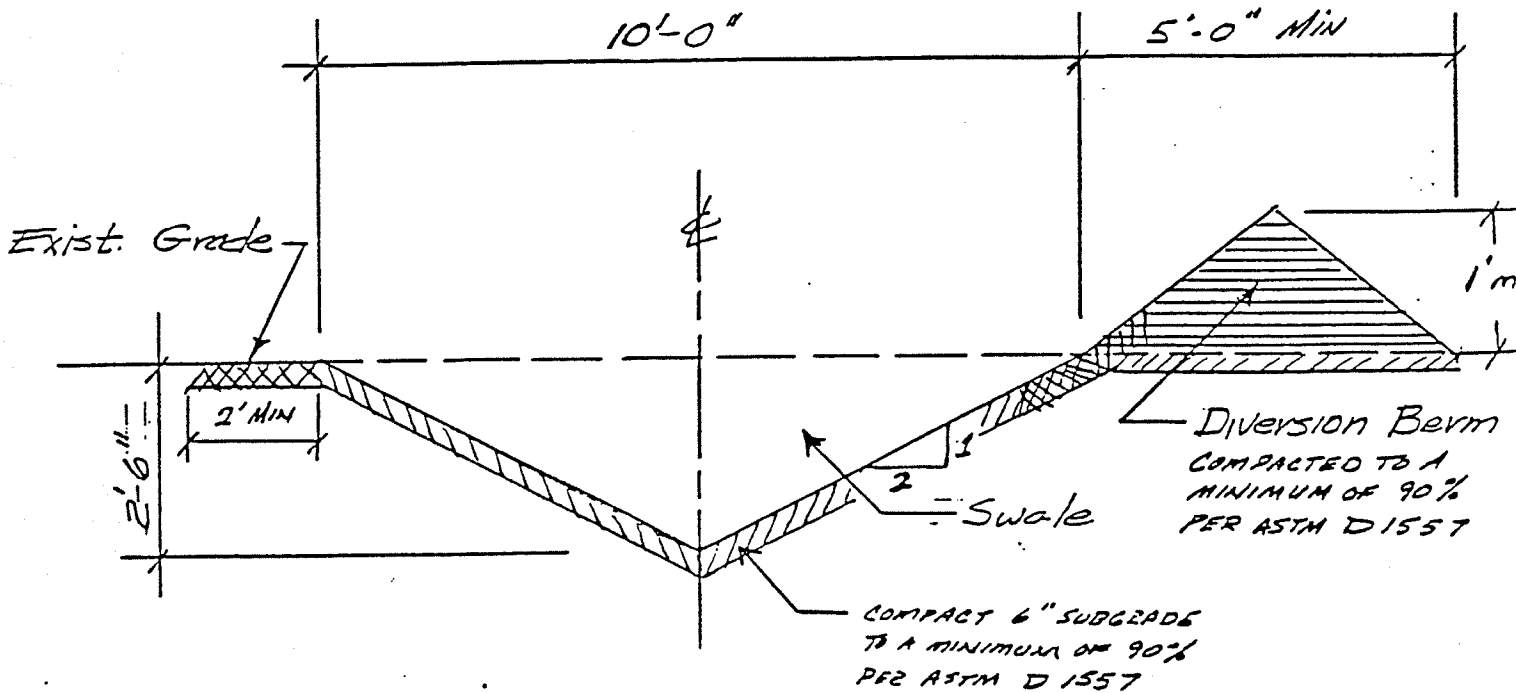
LAURELWOOD II, JOINT VENTURE

TABLE OF DRAINAGE AREAS AND FLOWS *

30 62

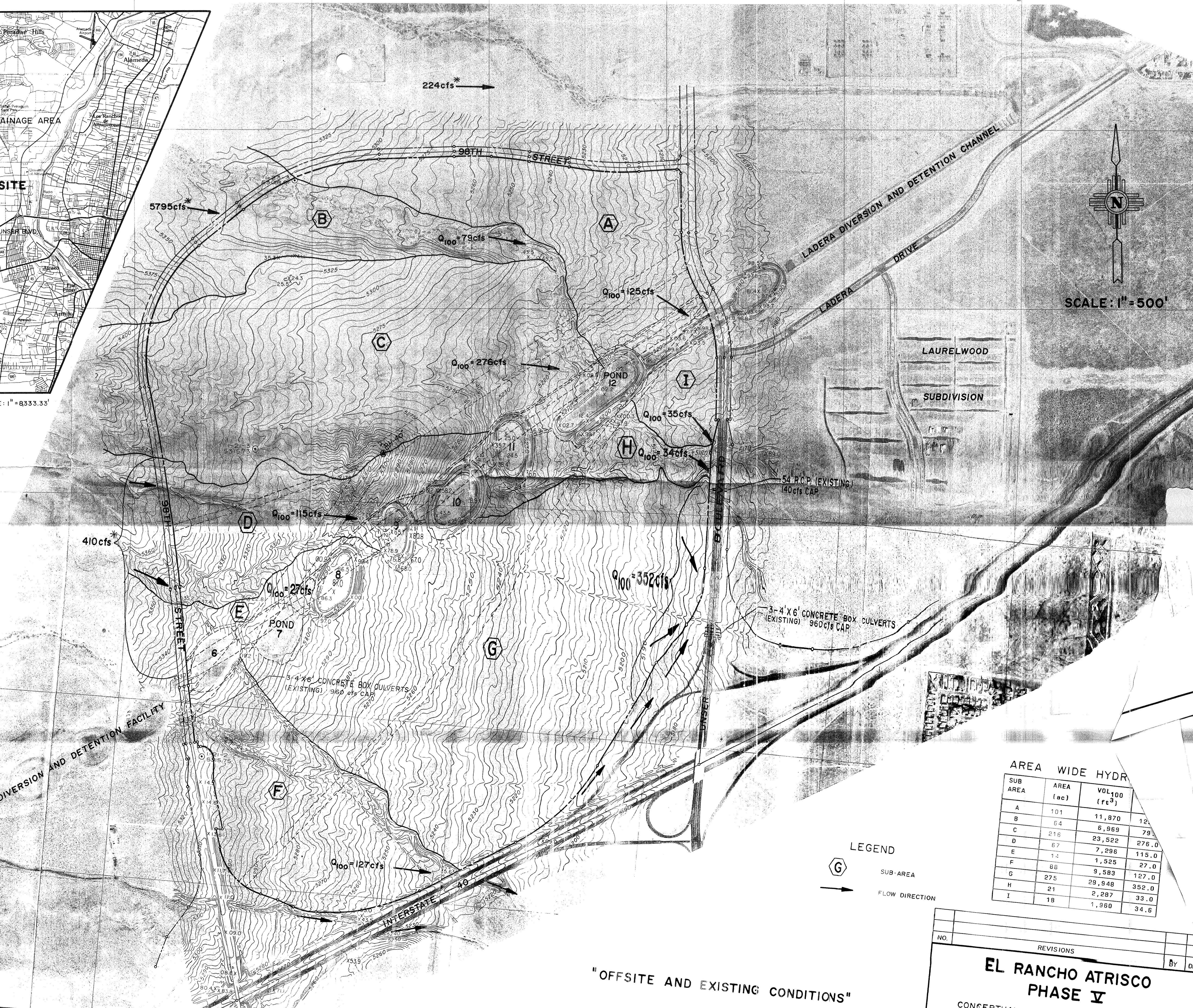
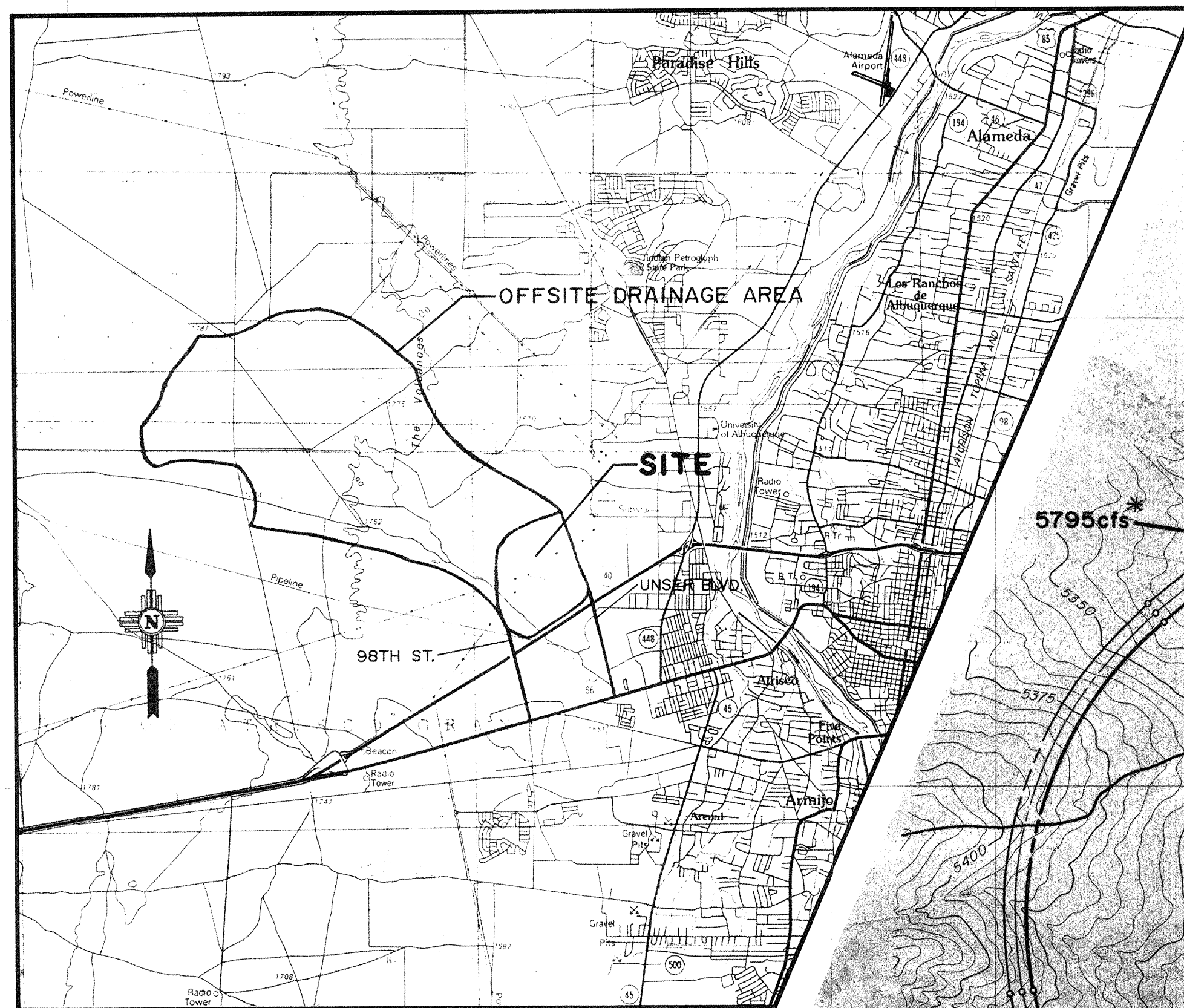
BERM AND SWALE	DRAIN AREAS	FLOW RATE (Q100)
1	C1	35 cfs
2	D	20 cfs
3	E	88 cfs
TYPICAL		INCIDENTAL FLOW

* From Drainage Analysis Report SAD 215, July, 1986, prepared by Greiner Engineering



SECTION THRU BERM AND SWALE (TYPICAL)

N.T.S.



AREA WIDE HYDR			
SUB AREA	AREA (ac)	VOL ₁₀₀ (ft ³)	
A	101	11,870	12
B	64	6,969	79
C	216	23,522	276.0
D	67	7,296	115.0
E	14	1,525	27.0
F	88	9,583	127.0
G	275	29,948	352.0
H	21	2,287	33.0
I	18	1,960	34.6

REVISIONS			
NO.		BY	DATE

EL RANCHO ATRISCO
PHASE II
















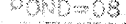
CONCEPTUAL

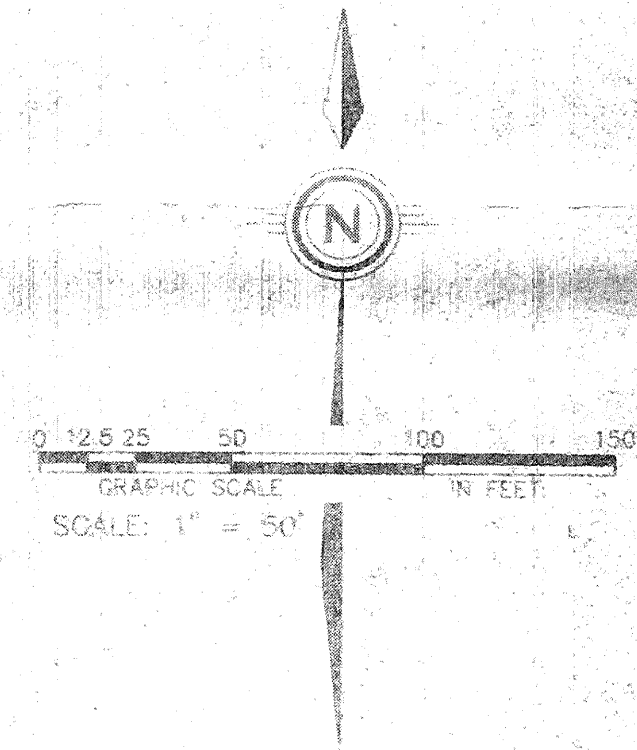
"OFFSITE AND EXISTING CONDITIONS"



PARK WEST SUBDIVISION
UNIT 1
COMPRSED OF
TRACTS I, I-A, I-B, II AND IV
LAUREL WOOD 1 SUBDIVISION
SITUATE WITHIN
THE TOWN OF ATASCOCORRAL
PROJECTED SECTIONS 4 + 9 T10N R2E N4PM
CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL 1994
DRB-93-303

LEGEND:

- 10'-0" R
 • 5'-0"
 25.0' @


 49.73


 FLOW ARROW

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'

 30' 30' 30' 30'




TYPICAL PAD SIZE	PAD SIZE
2	50" X 50"
3, LOT 1	50" X 50"
3, LOTS 2-6 AND 45-49	45" X 50"
3, LOTS 7-44	50" X 50"
4	40" X 55"
	40" X 55"

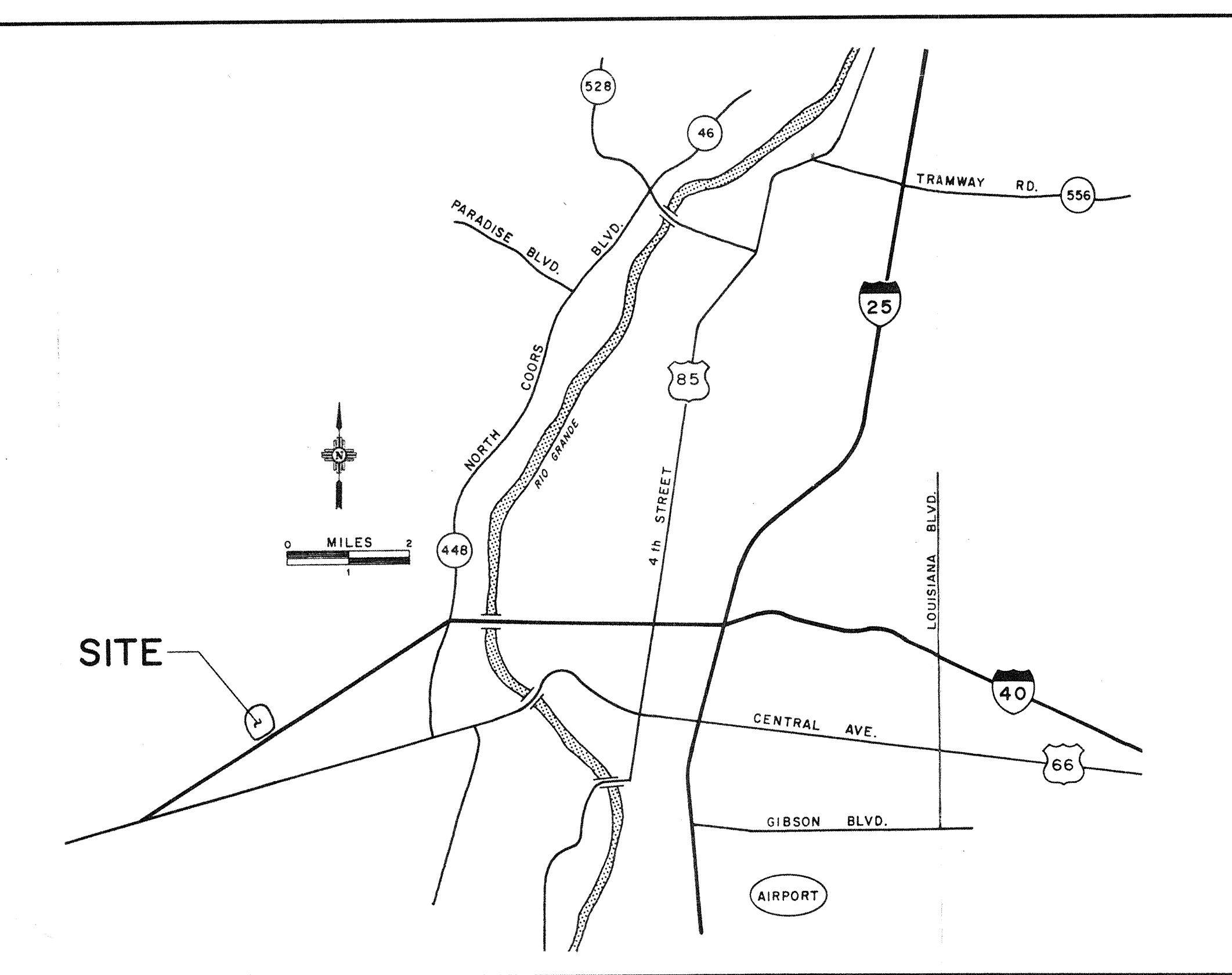
EARTHWORK SUMMARY
UNIT 1
CUT
FILE
IMPORT FROM CHANNEL
C₁₀₀ = 1.35

[illegible]

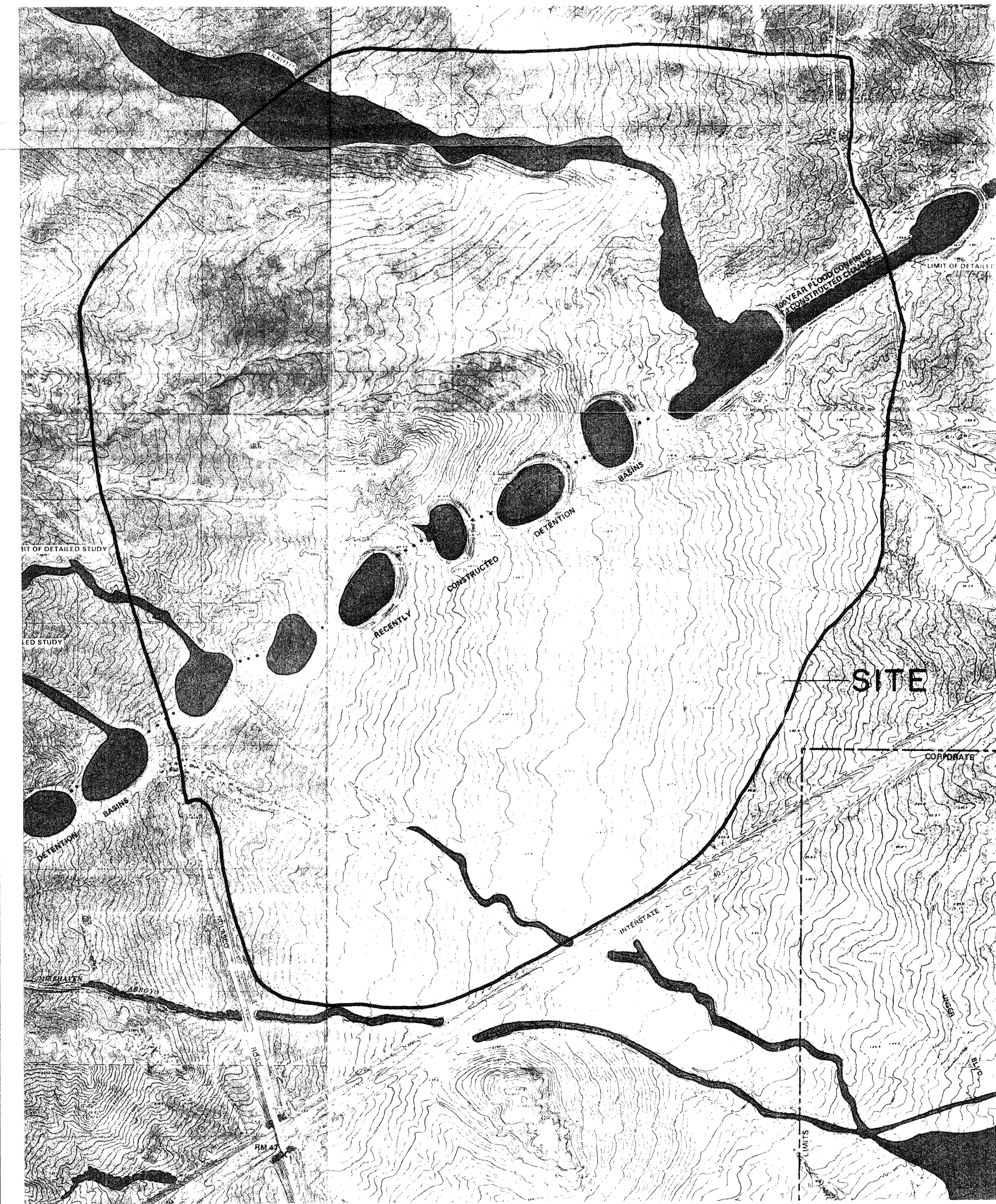
CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

TITLE: PARKWEST SUBDIVISION - UNIT 1
GRADING AND EROSION CONTROL PLAN

APPROVALS	DIFFER	DATE	APPROVALS	ENGINEER	DATE
GRC CHAIRMAN TRANSPORTATION HYDROLOGY	<i>J. G. Smiley</i> <i>Justin</i>	8-22-94 8-25-94 8-18-94	WATER WASTE WATER A.M.A.T.C.A.	N/A N/A <i>J. G. Smiley</i>	8-18-94 8-18-94 8/27/94
PROJECT NO.	4886.91	MAP NO.	H-9	SHEET	2 OF 2



FLOOD HAZARD MAP FROM F.E.M.A. MAP NO'S 20, 21, 26 & 27 1"=750'



EL RANCHO ATRISCO PHASE V CONCEPTUAL GRADING & DRAINAGE PLAN FOR WESTLAND DEVELOPMENT CO.

GENERAL

THE 902.3 ACRE SITE IS LOCATED NORTH OF INTERSTATE 40 BETWEEN 98TH STREET AND UNSER BOULEVARD. THE EXISTING LAND SLOPES TO THE EAST AT APPROXIMATELY THREE PERCENT AND HAS SPARSE VEGETATION WITH THE LAND BEING 50% TYPE A SOILS AND 50% TYPE B SOILS.

THE LADERA DIVERSION AND DETENTION SYSTEM RUNS EAST AND WEST THROUGH THE MIDDLE OF THE PROJECT AND RECEIVES DRAINAGE FROM A 17 SQUARE MILE UNDEVELOPED AREA ABOVE THE PROJECT.

EXISTING CONDITIONS

THIS AREA IS COMPLETELY UNDEVELOPED AT THIS TIME, AS IS ALL OF THE OFF-SITE DRAINAGE AREA, WITH THE EXCEPTION OF THE DOUBLE EAGLE AIRPORT. THE NORTHERN HALF OF THE PROJECT (462 ACRES) DRAINS FREELY INTO THE LADERA DIVERSION AND DETENTION SYSTEM. THE SOUTHERN HALF (440 ACRES) PARTIALLY DRAINS INTO THE LAUREL WOOD DETENTION POND (39 ACRES), WITH THE REMAINING PART (393 ACRES) DRAINING INTO THREE 4'X6' CONCRETE BOX CULVERTS UNDER UNSER BOULEVARD AND ALONG THE NORTH SIDE OF INTERSTATE 40.

DEVELOPED CONDITIONS: NORTHERN HALF

THE "FAR NORTHWEST DRAINAGE MANAGEMENT PLAN", RECENTLY COMPLETED BY BOHANNAN-HUSTON, INC., STATES: "BASED ON THE DESIGN OF DETENTION PONDS 1 THROUGH 9, EACH OF THESE STRUCTURES HAS ADEQUATE CAPACITY TO STORE DEVELOPED RUNOFF RATES FROM THE UPSTREAM WATERSHEDS. THEREFORE, FREE DISCHARGE OF DEVELOPED RUNOFF CAN BE PERMITTED. WATERSHED BASINS L9 AND L10 (ANALYSIS POINTS A AND B) DISCHARGE APPROXIMATELY 6100 CFS TO DETENTION PONDS 10, 11, AND 12 IN THE DEVELOPED CONDITION. THE CAPACITIES OF THE THREE PONDS ARE SIZED TO ACCEPT AN INFLOW RATE OF APPROXIMATELY 1,890 CFS; THEREFORE, SOME REDUCTION OF DEVELOPED RUNOFF IS REQUIRED IN THE WATERSHEDS." THE PLAN GOES ON TO SAY THAT DETENTION FACILITIES SHOULD BE CONSTRUCTED IN THE WATERSHED TO CONTROL RUNOFF.

ASSUMING EITHER OFF-SITE DETENTION OR THE IMPOSITION OF OFF-SITE FLOW RATE RESTRICTIONS, PER BOHANNAN-HUSTON, INC.'S RECOMMENDATIONS, THE HYDROGRAPHS TO THE RIGHT DEMONSTRATE THAT ENLARGING POND 12 BY FIVE ACRE-FEET WILL ALLOW FREE DISCHARGE FROM THIS AREA (SEE NEXT SECTION). THE STORM SEWER SYSTEMS IN THIS AREA HAVE BEEN SIZED TO COLLECT ALL RUNOFF THAT CANNOT FLOW SAFELY IN THE STREETS.

ACCORDING TO NEWLY PUBLISHED INFORMATION DEVELOPED FOR THE CITY BY SCANLON & ASSOCIATES, ENTITLED NORTHWEST MESA DRAINAGE MANAGEMENT PLAN, "FUTURE CONDITIONS OF PROPOSED IMPROVEMENTS," A LARGE DETENTION BASIN JUST BELOW THE VOLCANIC ESCARPMENT ON THE MIREHAVEN ARROYO IS PROPOSED. IF THIS BASIN WERE TO BE CONSTRUCTED, THE PROPOSED FLOW RATE IN THE CHANNEL IS IN THE 1,000 CFS RANGE. SIGNIFICANT REDUCTION IN THE FLOOD PLAIN WIDTH, RIGHT-OF-WAY AND ANY REQUIRED IMPROVEMENTS WILL RESULT.

DEVELOPED CONDITIONS: SOUTHERN HALF

THE SOUTHERN HALF HAS BEEN DIVIDED INTO TWO SECTIONS DETERMINED BY A 0.5% SLOPE LINE. THE 10-YEAR STORM WILL BE PONDED, AND THE REMAINDER (ROUGHLY 50%) OF THE 100-YEAR STORM WILL DRAIN INTO THE LADERA DETENTION PONDS VIA STORM SEWER SYSTEMS. AGAIN, THESE STORM SEWER SYSTEMS HAVE BEEN SIZED TO COLLECT ALL RUNOFF THAT CANNOT FLOW SAFELY IN THE STREETS.

THE SIZE OF POND 12 IS PROPOSED TO BE ENLARGED TO HANDLE THE DIFFERENCE BETWEEN THE 1,890 CFS AND THE NEW 0.00 PEAK OF 2,093 CFS (FIVE ACRE FEET) GENERATED FROM THIS PROJECT. THE DIFFERENCE BETWEEN 6,100 CFS AND 1,890 CFS (4,210 CFS) IS THE AMOUNT THAT BOHANNAN-HUSTON, INC. SUGGESTS SHOULD BE DETAINED IN THE UPPER WATERSHED.

THE SECOND SECTION AGAIN IS DIVIDED INTO TWO PARTS. THE UPPER PORTION (60 CFS) WILL DRAIN THROUGH AN EXISTING 54" RCP AND INTO THE LAUREL WOOD DETENTION POND. THE LOWER PORTION (128 CFS) WILL DRAIN THROUGH THREE 4'X6' CONCRETE BOX CULVERTS AND DRAIN DOWN ALONG THE NORTH SIDE OF INTERSTATE 40. A NEW CHANNEL HAS BEEN PROPOSED ALONG THE NORTH SIDE OF INTERSTATE 40, WHICH WOULD EVENTUALLY DRAIN INTO THE RIO GRANDE.

IF THE PROPOSED INTERCEPTOR CHANNEL ALONG I-40, AS NOTED IN THE FAR NORTHWEST DRAINAGE MANAGEMENT PLAN, IS CONSTRUCTED IN A TIMELY FASHION, THE NEED FOR THE MAJOR STORM DRAIN RUNNING ALONG THE 0.5% SLOPE LINE WOULD BE ELIMINATED, REDUCED IN LENGTH AND/OR SIZE.

Soil series and map symbols	Degree and kind of limitations for—					
	Septic tank absorption fields	Sewage lagoons	Shallow excavations	Dwellings without basements	Sanitary landfill (trench type)	Local road and streets
*Bluepoint: Bb, BcA, BCC, BcJ, BKD. For Wink part of BcJ, see Wink series. For Kokan part of BCC, see Kokan series.	Slight if slope is 1 to 8 percent, moderate if 8 to 15.	Severe: seepage.	Severe: cut-banks erode.	Slight if slope is 1 to 8 percent, moderate if 8 to 15.	Moderate: too sandy.	Slight if slope is 1 to 8 percent, moderate if 8 to 15.
Pajarito: PAC, PbB.	Slight.	Severe: seepage.	Slight.	Slight.	Severe: seepage.	Slight.

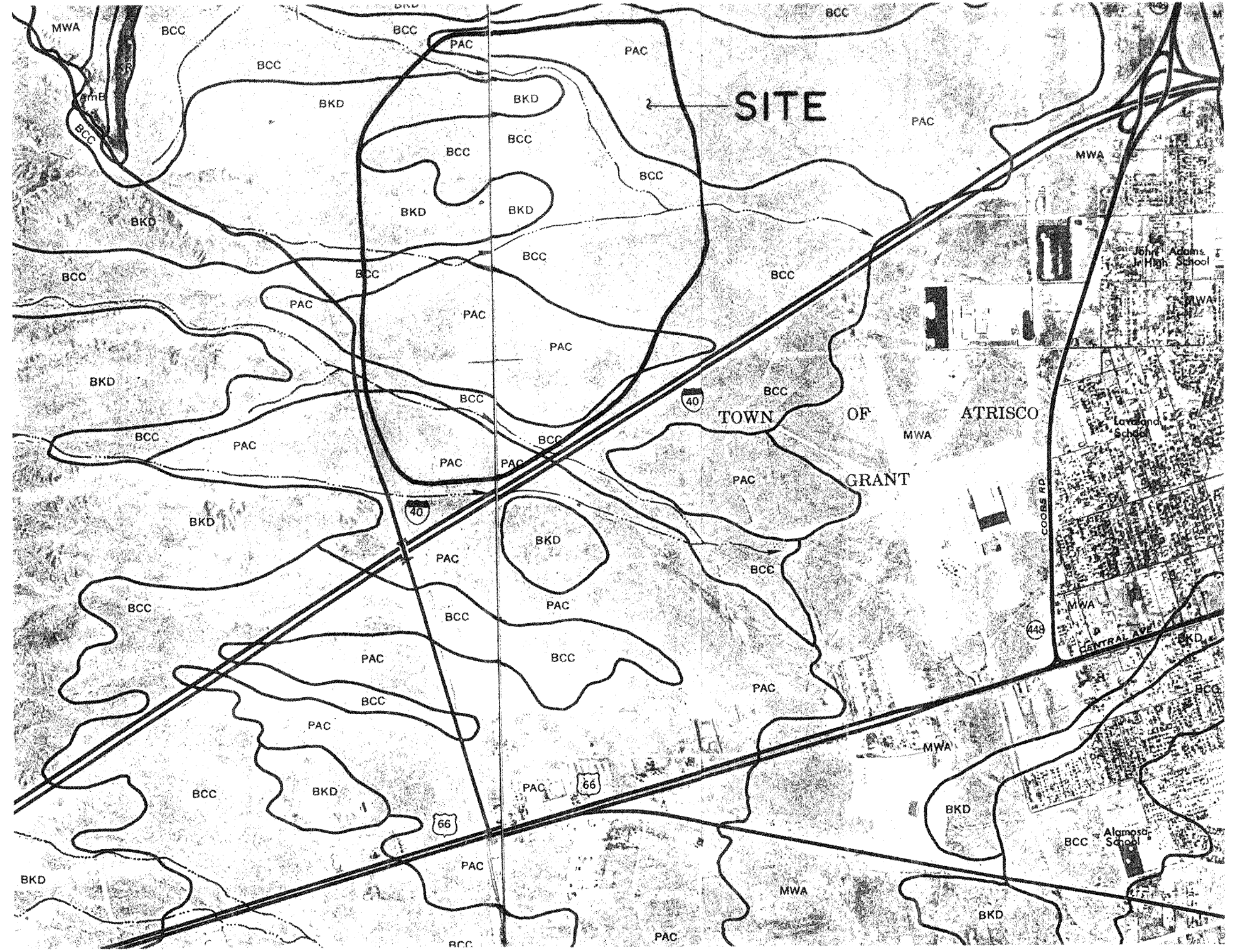
BCC—Bluepoint loamy fine sand, 1 to 9 percent slopes. This soil is nearly level to moderately sloping. It has the profile described as representative of the series, but on about 10 percent of the acreage the surface layer is sand. Included in mapping are areas of Madurez, Pajarito, and Wink soils, which make up about 15 percent of the unit. Runoff is slow, and the hazard of soil blowing is severe. This soil is used for range, watershed, wildlife habitat, recreation, and community development. Dryland capability subclass VIIe; native plant community 2.

BKD—Bluepoint kokan association, hilly. This mapping unit is about 50 percent a Bluepoint loamy fine sand that has 9 to 15 percent slopes and 50 percent a Kokan gravelly sand that has 15 to 40 percent slopes. The gently rolling to rolling Bluepoint soil is on fans between gravelly ridges of the hilly to steep Kokan soil. The Kokan soil has the profile described as representative of the Kokan series. On about 10 percent of the acreage, however, it has a high lime layer in the sub-stratum.

Suitability as source of—				Soil features affecting—		Hydrologic soil group
Road fill	Sand	Gravel	Topsoil	Pond reservoir areas	Dikes, levees, and other embankments	
Good	Fair, excess fines	Unsuitable	Poor: too sandy	Seepage	Piping: seepage	A
Good	Fair, excess fines	Unsuitable	Good	Seepage	Piping	B

PAC—Pajarito loamy fine sand, 1 to 9 percent slopes. This nearly level to moderately sloping soil is on the East and West Mesas. It has the profile described as representative of the series. Included with this soil in mapping are areas of Bluepoint, Madurez, and Wink soils. On about 30 percent of the acreage are areas where the surface layer is fine sandy loam. Runoff is slow, and the hazard of soil blowing is severe. This soil is used for range, watershed, wildlife habitat, and community development. Dryland capability subclass VIIe; native plant community 6.

SOILS MAP FROM SOIL SURVEY, BERNALILLO CO.—U.S.D.A. S.C.S. MAP NO'S 29 & 30 1"=2,000'

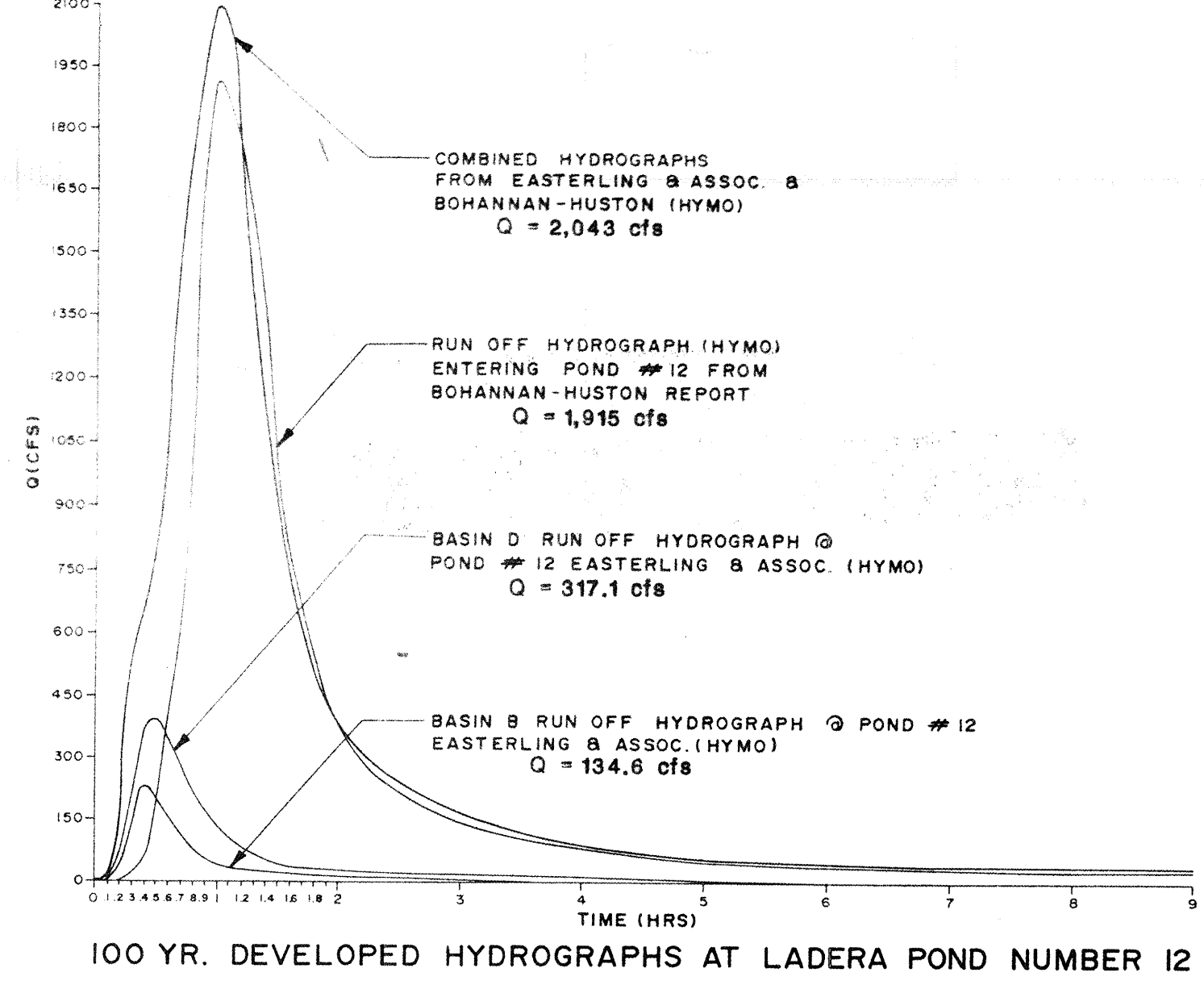


LEGAL DESCRIPTION:

A PARCEL OF LAND LYING SOUTH OF 98TH STREET N.W., WEST OF UNSER BOULEVARD N.W., AND NORTH OF INTERSTATE 40.

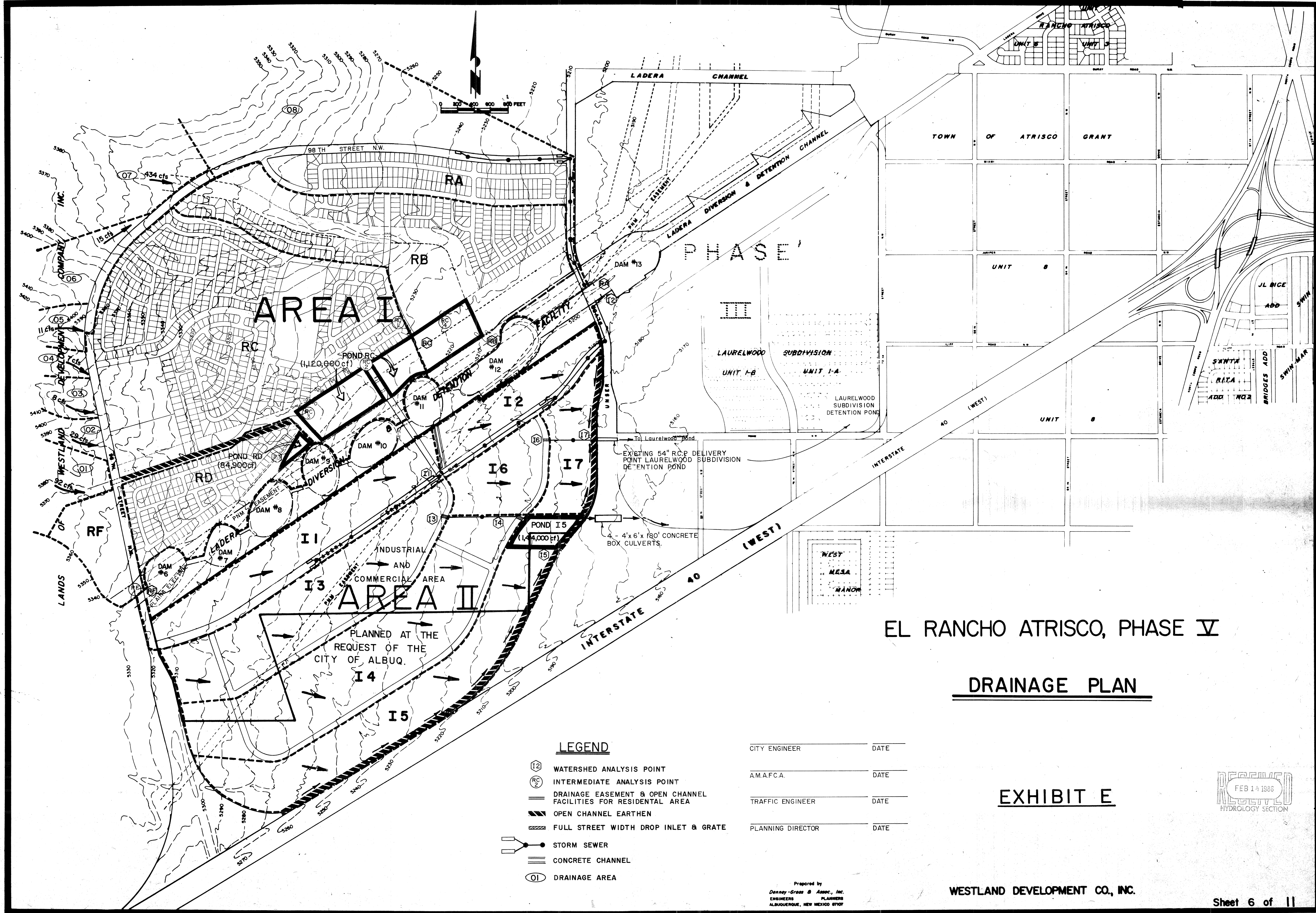
BENCH MARK:

±.89 MILES WEST OF UNSER BOULEVARD IN THE PLAINS ELECTRIC EASEMENT. ELEV. 5305.43



100 YR. DEVELOPED HYDROGRAPHS AT LADERA POND NUMBER 12

▲ 8-11-87 UPDATE		CME 8-87	
NO.	REVISIONS		BY DATE
EL RANCHO ATRISCO PHASE V			
CONCEPTUAL GRADING AND DRAINAGE PLAN			
EASTERLING & ASSOCIATES, INC. CONSULTING ENGINEERS			
5643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114			
Designed: C.M.E.DLS	Drawn: D.L.S.	Checked: C.M.E.	Sheet 1
Job No.: 703004	Date: JULY, 1987	of 3	



EL RANCHO ATRISCO, PHASE V

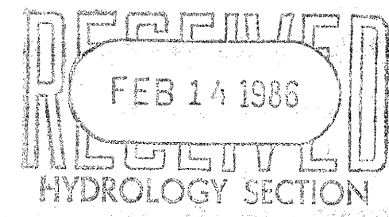
DRAINAGE PLAN

LEGEND

- WATERSHED ANALYSIS POINT
- INTERMEDIATE ANALYSIS POINT
- DRAINAGE EASEMENT & OPEN CHANNEL FACILITIES FOR RESIDENTIAL AREA
- OPEN CHANNEL EARTHEN
- FULL STREET WIDTH DROP INLET & GRATE
- STORM SEWER
- CONCRETE CHANNEL
- DRAINAGE AREA

CITY ENGINEER	DATE
A.M.A.F.C.A.	DATE
TRAFFIC ENGINEER	DATE
PLANNING DIRECTOR	DATE

EXHIBIT E



WESTLAND DEVELOPMENT CO., INC.

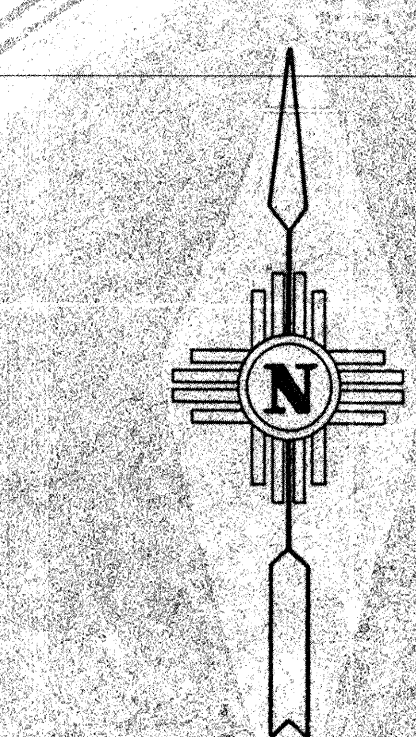
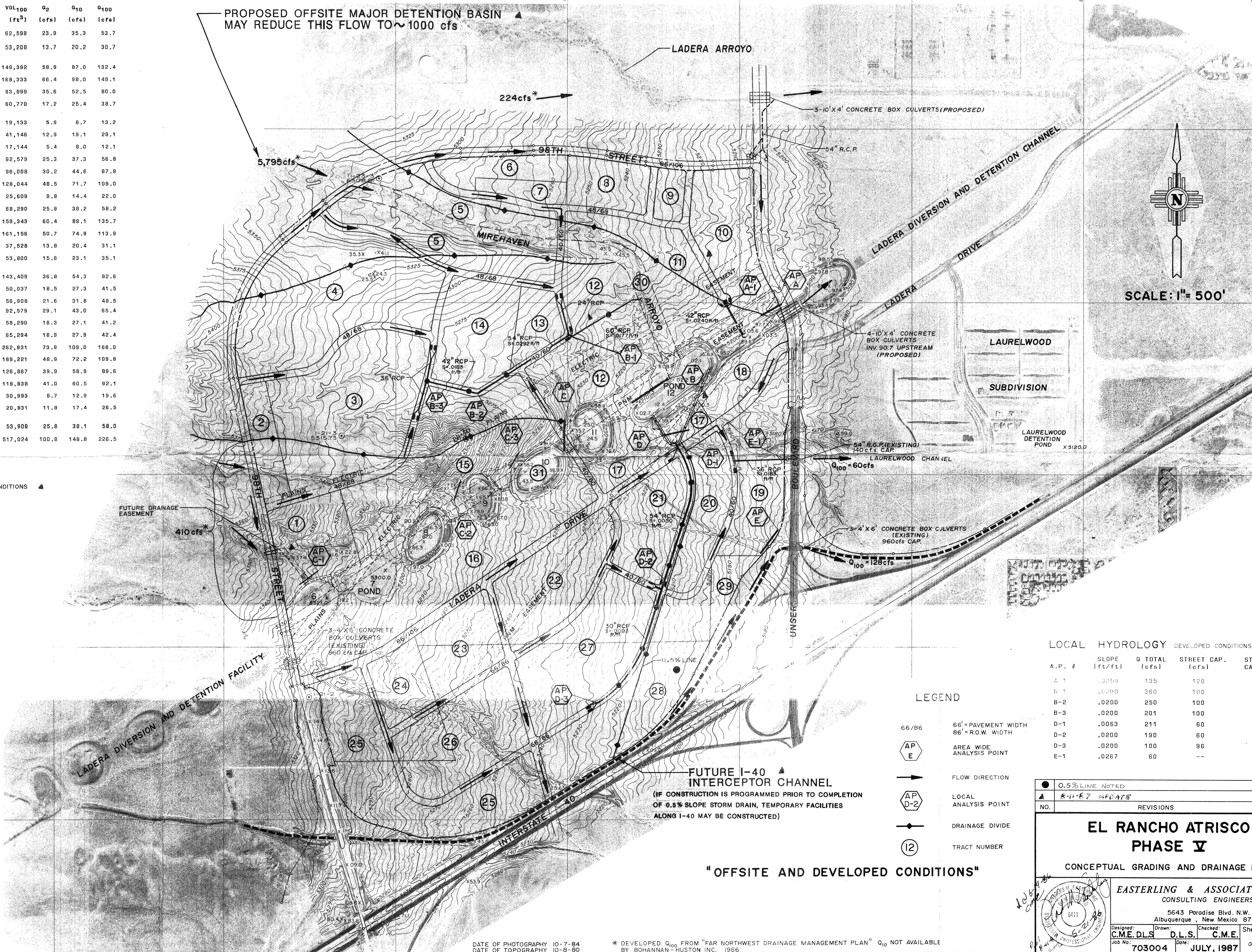
ALLOWABLE FLOWS BY TRACT DEVELOPED CONDITIONS

AREA NO.	AREA (ACRES)	LAND USE	VOL ₂ (ft ³)	VOL ₁₀ (ft ³)	VOL ₁₀₀ (ft ³)	Q ₂ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
1	22.0	SCHOOL	8,513	26,673	62,599	23.9	35.3	53.7
2	9.0	C-1, C-2, SU-1	16,827	31,175	53,208	13.7	20.2	30.7
3	56.0	R-1	18,506	61,719	149,392	58.9	87.0	132.4
4	63.0	R-1	20,852	69,544	168,333	66.4	98.0	149.1
5	33.0	R-1	12,770	40,009	93,899	35.6	52.5	80.0
6	10.0	C-1, C-2, SU-1	19,794	36,033	60,770	17.2	25.4	38.7
7	5.0	R-3	3,696	9,234	19,133	5.9	8.7	13.2
8	12.0	R-1	7,141	19,091	41,146	12.9	19.1	28.1
9	5.0	R-1	2,976	7,955	17,144	5.4	8.0	12.1
10	27.0	R-1	16,068	42,954	92,579	25.3	37.3	56.8
11	28.0	R-1	16,663	44,545	96,008	30.2	44.6	67.9
12	45.0	R-1	17,414	54,558	128,044	48.5	71.7	109.0
13	9.0	SCHOOL	3,483	10,912	25,609	9.8	14.4	22.0
14	24.0	R-1	9,287	29,098	68,290	25.9	38.2	58.2
15	56.0	R-1	21,671	67,894	159,343	60.4	89.1	135.7
16	47.0	R-1	27,970	74,772	161,156	50.7	74.9	113.9
17	12.0	R-3	5,799	16,706	37,528	13.8	20.4	31.1
18	9.0	C-1, C-2, SU-1	17,041	31,521	53,800	15.6	23.1	35.1
19	27.0	HOTEL	40,326	80,125	143,409	36.8	54.3	82.6
20	16.0	R-3	7,733	22,275	50,037	18.5	27.3	41.5
21	20.0	R-1	7,739	24,248	56,908	21.6	31.8	48.5
22	27.0	R-1	16,068	42,954	92,579	29.1	43.0	65.4
23	17.0	R-1	10,117	27,045	58,290	18.3	27.1	41.2
24	12.0	IP	18,909	36,916	65,294	18.9	27.9	42.4
25	47.0	IP	78,410	150,429	282,931	73.9	109.0	166.0
26	31.0	IP	49,005	95,674	169,221	48.9	72.2	109.8
27	37.0	R-1	22,019	58,863	126,867	39.9	58.9	89.6
28	38.0	R-1	18,365	52,904	118,838	41.0	60.5	92.1
29	5.0	SU-1	10,095	18,377	30,993	8.7	12.9	19.6
30	21.6	MIREHAVEN ARROYO ESM'T	24	4,316	20,831	11.8	17.4	26.5
31	55.9	PONDS	81	11,170	53,909	25.8	38.1	58.0
32	72.2	STREETS	201,954	329,933	517,024	100.8	148.8	226.5

AREA WIDE HYDROLOGY DEVELOPED CONDITIONS

A.P.#	VOL ₁₀₀ (ft ³)	Q ₁₀₀ (cfs)	TP (hrs)	AREA (ac)
A	269,480	125.4	.398	83.6
B	266,549	134.6	.395	210.4
C	116,371	103.6	.313	78.0
D	915,457	317.1	.448	284.0
E	233,694	98.2	.415	77.1

PROPOSED OFFSITE MAJOR DETENTION BASIN MAY REDUCE THIS FLOW TO ~1000 cfs



SCALE: 1"= 500'

LEGEND

- 66/86 66' = PAVEMENT WIDTH
86' = R.O.W. WIDTH
- AP E AREA WIDE ANALYSIS POINT
- AP D-2 LOCAL ANALYSIS POINT
- DRAINAGE DIVIDE
- TRACT NUMBER

LOCAL HYDROLOGY DEVELOPED CONDITIONS				
A.P. #	SLOPE (ft/ft)	Q TOTAL (cfs)	STREET CAP. (cfs)	STORM DRAIN CAP. (cfs)
A-1	.0250	135	120	140
B-1	.0200	360	100	360
B-2	.0200	250	100	280
B-3	.0200	201	100	100
D-1	.0063	211	60	155
D-2	.0200	190	60	155
D-3	.0200	100	96	40
E-1	.0267	60	--	95

0.5% LINE NOTED		DLS	6/20/86
E-11-87 UPDATE		CME	8-87
NO.	REVISIONS	BY	DATE
<p>EL RANCHO ATRISCO PHASE II</p> <p>CONCEPTUAL GRADING AND DRAINAGE PLAN</p> <p>EASTERLING & ASSOCIATES, INC. CONSULTING ENGINEERS</p> <p>5643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114</p> <p>Designed: C.M.E.D.S. Drawn: D.L.S. Checked: C.M.E. Sheet 3 of 3</p> <p>Job No: 703004 Date: JULY, 1987</p>			