HYDROLOGY H10/D8 1 of 2 1 PLAN

H10/D8

1 Plan

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

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

October 1, 1985

Joe Jones
Denney-Gross & Assoc.
2400 Comanche NE
Albuquerque, NM 87107

REF: DRAINAGE PLAN FOR LADERA MEADOWS (H10-D8) RECEIVED AUGUST 10, 1985

Dear Mr. Jones:

The referenced plan dated 8-19-85 is approved for Preliminary Plat sign-off.

If you have any questions, please call this office at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

DRAINAGE INFORMATION SHEET

PROJECT TITLE: LADERA MEADOWS ZONE ATLAS/DRNG. FILE #: H-10/D-8

LEGAL DESCRIPTION: EL RANCHO ATRISCO UNIT 9b

CITY ADDRESS: N/A

ENGINEERING FIRM: DENNEY-GROSS & ASSOC. CONTACT: JOE JONES

ADDRESS: 2400 COMANCHE PHONE: 884-0696

OWNER: MR. G. MUELLER CONTACT: GERHARD MUELLER

ADDRESS: Suite 500, 2625 PENNSYLVANIA N.E., ALB PHONE: 292-5551

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: DENNEY GROSS & ASSOCIATES, INC. CONTACT: STEVE YEATSEY

ADDRESS: 2400 COMANCHE ROAD NE, ALBQ PHONE: 884-0696

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

RECEIVED
AUG 19 1985
HYDROLOGY SECTION

PRE-DESIGN MEETING:

X YES

___ NO

___ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. ___

EPC NO. ___

PROJ. NO. ___

TYPE OF SUBMITTAL:

X DRAINAGE REPORT

___ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

___ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

X PRELIMINARY PLAT APPROVAL

___ SITE DEVELOPMENT PLAN APPROVAL

___ FINAL PLAT APPROVAL

___ BUILDING PERMIT APPROVAL

___ FOUNDATION PERMIT APPROVAL

___ CERTIFICATE OF OCCUPANCY APPROVAL

___ ROUGH GRADING PERMIT APPROVAL

___ GRADING/PAVING PERMIT APPROVAL

___ OTHER ___ (SPECIFY)

DATE SUBMITTED: 8-19-1985

BY: Abby Sanchez

DENNEY-GROSS & ASSOCIATES, INC.
CONSULTING ENGINEERS
2400 COMANCHE ROAD, N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0696

August 19, 1985

RECEIVED
AUG 19 1985
HYDROLOGY SECTION

H10-D8

HAND DELIVERED

Mr. Carlos Montoya
City of Albuquerque
Hydrology Department
123 Central NW
Albuquerque, NM 87104

Re: El Rancho Atrisco 9b
DTM Job No. 794.11 9b

Dear Mr. Montoya:

Enclosed for your approval is one copy of the Drainage and Grading Plan for the above referenced project.

The proposed grades have been lowered along the northern Lots 5-9, Block 5. Also, a retaining wall has been added to lessen the slope of the backyards adjacent to the wall.

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

Sincerely,

Joe Jones

Joe Jones

JJ/klo
Enclosure

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

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

August 12, 1985

Mr. Joe Jones
Denney-Gro ss & Assoc. Inc.
2400 Comanche Rd. NE
Albuquerque, NM 87107

REF: DRAINAGE PLAN FOR LADERA MEADOWS (H10/D8) RECEIVED JULY 3, 1985

Dear Mr. Jones:

I have reviewed the referenced plan and forward the following comment. Please review the grading for lots 6-9 in block 5. The backyard finish elevations are greater than 18 inches with respect to adjacent lots.

If you have any questions, plase contact this office at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

DRAINAGE INFORMATION SHEET

PROJECT TITLE: LADERA MEADOWS ZONE ATLAS/DRNG. FILE ~~#: G-10/H-10~~ H10/D8

LEGAL DESCRIPTION: El Rancho Atrisco Unit 9b

CITY ADDRESS: N/A

ENGINEERING FIRM: Denney-Gross & Associates, Inc. CONTACT: Joe Jones

ADDRESS: 2400 Comanche Road N.E., Albq. PHONE: 884-0696

OWNER: Mr. G. Mueller CONTACT: Gerhard Mueller

ADDRESS: Suite 500, 2625 Pennsylvania N.E., Albq. PHONE: 292-5851

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: Denney-Gross & Associates, Inc. CONTACT: Steve Youtsey

ADDRESS: 2400 Comanche Road N.E., Albq. PHONE: 884-0696

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

PRE-DESIGN MEETING:

X YES
___ NO
___ COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED JUL 03 1985 HYDROLOGY SECTION

DRB No.
EPC No.
PROJ. No.

TYPE OF SUBMITTAL:

X DRAINAGE REPORT
___ DRAINAGE PLAN
___ CONCEPTUAL GRADING & DRAINAGE PLAN
___ GRADING PLAN
___ EROSION CONTROL PLAN
___ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL
X PRELIMINARY PLAT APPROVAL
___ SITE DEVELOPMENT PLAN APPROVAL
___ FINAL PLAT APPROVAL
___ BUILDING PERMIT APPROVAL
___ FOUNDATION PERMIT APPROVAL
___ CERTIFICATE OF OCCUPANCY APPROVAL
___ ROUGH GRADING PERMIT APPROVAL
___ GRADING/PAVING PERMIT APPROVAL
___ OTHER _____ (SPECIFY)

DATE SUBMITTED: 7-3-85

BY: Joe Jones
JOE JONES

[illegible]

[illegible]

[illegible]

Mr. Carlos Montoya
Hydrology Department
City of Albuquerque
[illegible] Central Ave. NW
Albuquerque, NM [illegible]

Re: [illegible]

Dear Mr. Montoya:

Enclosed for your approval is one copy of the drainage and grading plan for the above referenced project.

The existing street grade for Horizon Road has been added to the plan. An erosion control berm has also been included.

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

Very truly yours,

[illegible]

JJ/am
Enclosure

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

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

June 14, 1985

Mr. Joe Jones
Denney-Gross & Associates, Inc.
2400 Comanche Road NE
Albuquerque, NM 87107

REF: DRAINAGE PLAN FOR LADERA MEADOWS (H10-D8) RECEIVED MAY 29, 1985

Dear Joe:

I have reveiwed the referenced plan dated May 28, 1985 and forward the following comments:

1. Please show street grades for Ouray Road to indicate the drainage relationship to the site.

2. Require an erosion control plan for the site.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

DENNEY-GROSS & ASSOCIATES, INC.
CONSULTING ENGINEERS
2400 COMANCHE ROAD, N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 864-0696

July 3, 1985

HAND DELIVERED

RECEIVED
JUL 03 1985
HYDROLOGY SECTION

Mr. Carlos Montoya
Hydrology Department
City of Albuquerque
123 Central Ave. NW
Albuquerque, NM 87104

Re: Ladera Meadows
El Rancho Atrisco Unit 9b
DGA Job No. 794.11 9b

Dear Mr. Montoya:

Enclosed for your approval is one copy of the drainage and grading plan for the above referenced project.

The existing street grade for Ouray Road has been added to the plan. An erosion control berm has also been included.

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

Very truly yours,

Joe Jones

Joe Jones

JJ/am
Enclosure

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

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

June 14, 1985

Mr. Joe Jones
Denney-Gross & Associates, Inc.
2400 Comanche Road NE
Albuquerque, NM 87107

REF: DRAINAGE PLAN FOR LADERA MEADOWS (H10-D8) RECEIVED MAY 29, 1985

Dear Joe:

I have reveiwed the referenced plan dated May 28, 1985 and forward the following comments:

1. Please show street grades for Ouray Road to indicate the drainage relationship to the site.

2. Require an erosion control plan for the site.

If you should have any questions, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya

Carlos A. Montoya, PE
City/County Flood Plain Admin.

CAM:mrk

DENNEY-GROSS & ASSOCIATES, INC.
CONSULTING ENGINEERS
2400 COMANCHE ROAD, N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0696

RECEIVED
MAY 29 1985
HYDROLOGY SECTION

May 29, 1985

Mr. Carlos Montoya
City Hydrology
123 Central N.W.
Albuquerque, NM 87104

Re: El Rancho Atrisco Unit 9B
DGA Job No. 794.119b

Dear Mr. Montoya:

Enclosed for your approval is one copy of the drainage and grading plan for El Rancho Atrisco Unit 9B.

The site is located adjacent to the west side of the Ladera Golf Course detention basin. Unit 9B is part of the El Rancho Atrisco Sector Plan; therefore, the drainage plan conforms to that of the Sector Plan.

If you have any questions please feel free to call.

Sincerely,

Joe Jones

JJ/slp

Enclosure

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

PRE-DESIGN CONFERENCE RECAP

HYDROLOGY SECTION PROJECT NO.: G10 DATE: 5-13-86

PLANNING DIVISION NOS. EPC: _____ DRB: _____

SUBJECT: EL Rancho Atrisco 2a 39b & 10a & 10b

LEGAL DESCRIP.: Coors Rd SW Golf Course

APPROVAL REQUESTED

X PRELIMINARY PLAT _____ FINAL PLAT

_____ SITE DEVELOPMENT PLAN _____ BUILDING PERMIT

_____ ROUGH GRADING

	WHO:	REPRESENTING:
ATTENDANCE:	Joe Jones	
	Carl Mafe	

X ~~Conceptual~~ Drainage Plan/Report required for Preliminary Plat and/or Site Development Plan sign-off.

X Approved Drainage Plan/Report required for Final Plat and/or Building Permit sign-off.

X Subdivision Improvements Agreement or Financial Security required.

FINDINGS: ① DRAINAGE REPORT PER DPM ② Discharge to Indian detention basin thru channel appears to be appropriate ③

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED:	Carl A Mafe	SIGNED:	
TITLE:		TITLE:	
DATE:	5-13-86	DATE:	

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL

#2579

H 10/D8

86 17430

761

RECEIVED
MAR 05 1986
HYDROLOGY SECTION

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding, between the City of Albuquerque, New Mexico, a municipal corporation ("City") and Western Holding Company ("Western") is made in Albuquerque, New Mexico, and is entered into as of the date of recording this Memorandum with the Bernalillo County Clerk.

The City and Western have executed numerous documents between themselves and among other entities regarding construction of subdivision improvements to the property variously described as El Rancho Atrisco, Unit 9, Phase II; Phase II, Unit 9; Unit 9B; and Unit 9b. The City and Western agree that Unit 9, Phase II; Phase II, Unit 9; Unit 9B; and Unit 9b are identical to each other and refer to the property described as **El Rancho Atrisco, Unit 9, Phase II**, an addition to The City of Albuquerque, New Mexico, being a replat of El Rancho Atrisco Tract 4, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on October 17, 1978 in Volume D-9, Folio 9.

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard, City Engineer
Dated: 2/10/86

Reviewed as to form:

Assistant City Attorney

City Attorney
Dated: 2/24/86

WESTERN HOLDING COMPANY:

By:
Its: President

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 11th day of February, 1986, by C. Dwayne Sheppard, the City Engineer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

Carmen L. Castillo
Notary Public

My Commission Expires:
2/24/89

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED
1986 FEB 27 PM 1:48
Mac 2357 761-762
CLERK OF THE COUNTY CLERK

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

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 6th day of February, 1986, by Gerhard Muller, President of Western Holding Company.

Notary Public

My Commission Expires:
4-12-89

#2579

7947

86 12015

0 983

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 7th day of February, 1986, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Western Holding Company (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 El Rancho Atrisco Unit 9b (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as El Rancho Atrisco Unit 9 Phase II describing the Subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance requires the Developer to install and construct certain public improvements at no cost to the City; and

WHEREAS, the City requires the execution of an Agreement to construct said public improvements, together with actual satisfactory construction or acceptable guarantees of construction as specified below, as a prerequisite to approval of a Final Plat of the Subdivision; and

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates, the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all 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 1st day of September, 19 86, 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			
El Tesoro Escondido NW: water, sewer, paving, curb & gutter & sidewalk	From	Ouray Road	To	NE Corner Lot 22, Block 1
Polvo de Oro Place: water, sewer, paving, curb & gutter & sidewalk	From	El Tesoro Escondido	To	Platero Place
Platero Place: water, sewer, paving, curb & gutter & sidewalk	From	El Tesoro Escondido	To	Western Boundary of Lot 14, Block 3 Lot 17, Block 4
Niquel Place: water, sewer, paving, curb & gutter & sidewalk	From	El Tesoro Escondido	To	Western Boundary of Lot 1, Block 4 Lot 1, Block 5

The time limitation stated above may be extended by the City Engineer for a period not to exceed twelve (12) months if the Developer shows adequate reasons for said extension.

2. After execution of this Agreement, payment of all fees as specified in Exhibit "A" attached hereto, and, if applicable, delivery of the financial guarantee specified in Exhibit "C" attached hereto, the Developer shall be issued a Work Order by the City. The Developer shall advise the City Engineer in advance of the actual start of construction and arrange for all inspections required and specified in Exhibit "B" attached hereto. The Developer shall permit the City or other participating agencies to make such tests and inspections during the construction of the improvements and upon completion of the improvements as are necessary or desirable.

3. Prior to final acceptance of the completed Public Improvements by the City, the Developer shall furnish to the City Engineer all documentation of the completion of construction as set forth and specified in Exhibit "A" attached hereto.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the improvements or by reason of any act or omission, or misconduct of the Developer, his agents, employees or the Engineer or Contractor or their agents or employees. The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or indemnity under the laws of the State of New Mexico.

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 may 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.

10. The City shall make available at established reproduction costs for the use of the Developer or its agents all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Developer or its agents pursuant to this Agreement and also any other maps, records, or other materials available to the City upon the City's request to any other public agency or body.

11. The City shall issue a Certificate of Completion for the Private Improvements upon final completion to the City's satisfaction of the Private 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 recording 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:

WESTERN HOLDING COMPANY

CITY OF ALBUQUERQUE, NEW MEXICO

C. D. Sheppard 12/30/85

C. D. Sheppard, City Engineer

ATTEST:

City Clerk

Gene Romo

Gene Romo
Chief Administrative Officer

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 3RD day of DECEMBER, 1985, by Gerhard Muller, PRESIDENT of Western Holding Company.

Notary Public

My commission expires:
June 04, 1986

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

The foregoing instrument was acknowledged before me this 30th day of December, 1985, by Duryne C. Sheppard of City Engineering.

Phyllis M. Martinez
Notary Public

My commission expires:
December 31st, 1985

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

The foregoing instrument was acknowledged before me this 4th day of February, 1986, by Gene Romo, Chief Admin. of City of Albuquerque

Priscilla Phillips
Notary Public

My commission expires:
3/17/86

EXHIBIT "A"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BY AND BETWEEN WESTERN HOLDING COMPANY (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 7th DAY OF February, 1986.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 2579.

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 Denney-Tibljas-McLean & Assoc., Inc. as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

Design: Complete grading of lots and streets, water, sewer, paving, curb & gutter and sidewalks.

Staking: Construction staking of all construction items.

Monitoring: Monitoring of all activities.

Testing: Testing of Public Infrastructure.

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

The Developer has engaged Inter-West, Ltd. 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. 2579), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract Interim Standard Specifications, 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City

Engineer a "final acceptance package", which shall consist of the following documents:

a. "As-built" drawings of reproducible quality, depicting all construction of the public improvements as actually accomplished in the field and certified by a New Mexico Registered Professional Engineer or Land Surveyor, as appropriate,

b. A list of quantities of contract items in place, using the bid items in the Contract Documents for Public Works Contract Interim Standard Specifications, 1985. 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 Interim Standard Specifications, 1985 and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If

the documentation has been satisfactor ted, the City Engineer shall approve the package and issue a Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with Section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the final acceptance package by the City Engineer.

4. PAYMENT OF FEES.

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

Type of Fee	Amount
Engineering Fee	2% of actual construction cost for public improvements + $60/calendar day for duration of contract
Excavation Fee	As required by City Approved Engr. Estimate
Sidewalk Fee	As required by City Approved Engr. 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 IMPROVEMENT AGREEMENT
EXECUTED BETWEEN WESTERN HOLDING COMPANY (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 7TH DAY OF February, 1986.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by Denney-Tibljas-McLean & Assoc,Inc., under the supervision 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 Denney-Tibljas-McLean & Assoc. Inc., 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 than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

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

EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN WESTERN HOLDING COMPANY (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 7TH DAY OF February, 1986.

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:

Letter of Credit, issued by
H.S. Pickrell Company, No. 9000421A,
$292,668.00, Date of Expiration
November 28, 1986

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 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.

EXHIBIT "D"

Public Infrastructures
for
El Rancho Atrisco
Unit No. 9, Phase II
DRB No. 85-247
July 9, 1985

EL TESORO ESCONDIDO

Sewer:	
Manholes	7 ea.
8" Sewer Line	1100 ± l.f.
Sewer Services	26 ea.
Water:	
8" Water Line	910 ± l.f.
Water Services	26 ea.
Fire Hydrants	2 ea.
Street:	
Curb & Gutter - (ea. side)	1850 ± l.f.
Sidewalk - (4' on ea. side)	1850 ± l.f.
Asphalt Paving (28' Gutter to Gutter)	2850 ± s.y.

NIQUEL COURT

Sewer:	
Manholes	1 ea.
8" Sewer Line	350 ± l.f.
Sewer Services	18 ea.
Water:	
6" Water Line	450 ± l.f.
Water Services	18 ea.
Fire Hydrants	NONE
Street:	
Curb & Gutter (each side)	750 ± l.f.
Sidewalk (4' ea. side)	750 ± l.f.
Asphalt (28' Gutter to Gutter)	1,500 ± s.y.

POLVO DE ORO

Sewer:	
Manholes	3 ea.
8" Sewer Line	500 ± l.f.
Sewer Services	18 ea.
Water:	
6" Water Line	600 ± l.f.
Water Services	18 ea.
Fire Hydrants	1 ea.
Street:	
Curb & Gutter (ea. side)	1,000 ± l.f.
Sidewalk (4' ea. side)	1,000 ± l.f.
Asphalt Paving (28' Gutter to Gutter)	1,525 ± s.y.

PLATERO COURT

Sewer:	
Manholes	1 ea.
8" Sewer Line	340 ± l.f.
Sewer Services	14 ea.
Water:	
6" Water Line	340 ± l.f.
Water Services	14 ea.
Street:	
Curb & Gutter (ea. side)	675 ± l.f.
Sidewalk (4' ea. side)	675 ± l.f.
Asphalt Paving (28' Gutter to Gutter)	5,700 ± s.y.

ESTIMATE SHEET
PROJECT NO. 2579
MAP NO. G-10/H 10

0 1002

Check appropriate box and date

[ ] Quantities and Cost Estimate
Date Prepared: _____

[X] Approval
Date Requested: October 25, 1

[ ] Work Order
Date Issued: _____

[ ] Final Acceptance
Date Accepted: _____

1. APPLICANT INFORMATION:

   a. Developer: Gerhard Muller
      Mailing Address: 601 Hidden Valley SE, Albuquerque, NM 87123

   b. Consulting Engineer: Denney-Tibljas-McLean & Associates, Inc.
      Mailing Address: 2400 Comanche Road NE, Albuquerque, NM 87107

   c. Person to contact regarding this form: Joe Jones
      Mailing Address: 2400 Comanche Road NE, Albuquerque, NM
      Zip Code: 87107
      Phone: 884-0696

2. G IERAL SCOPE OF PROJECT:

   Construction of subdivision improvements.

3. NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:

   El Rancho Atrisco, Unit 9b

4. Developer to Pay = 100%
   (Methods II and III)

5. City to Pay = -0-

6. City to Pay = -0-

7. Specific Location:

   Bounded by Ladera Golf Course on the east, and Ouray Road on the south and west.

Policy: AHBA

Policy _____

Account No. _____

8.

W	SAS	SD	P	M
X	X		X	

Project No. 2579

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED
1991 OCT 10 PM 2:04
COUNTY CLERK

MA3194 982-1006

FB

9. ITEM NO.	10. SHORT DESCRIPTION	11. CONTRACT UNIT PRICE	12. EST. QUANTITY	13. EST. AMOUNT	14. AS-BUILT QUANTITY	15. AS-BUIL AMOUNT
					1003	
P-4	GRADING, PER SY	.95	7,238	6,876.10		
P-17	PROC 4" SUBBS, PER SY	.64	7,238	4,632.32		
P-26	2" AC BS-1500-M, PER SY	3.44	7,238	24,898.72		
P-30	TK CT, PER SY	.26	7,238	1,881.88		
P-31	1" AC SF-1500-M, PER SY	2.40	7,238	17,371.20		
P-42	4" PCC SDWK, PER SF	1.43	18,616	26,620.88		
P-44	PCC VLY G, PER SF	3.80	2,640	10,032.00		
P-46	PCC STD C & G, PER LF	7.48	1,582	11,833.36		
P-	PCC MOUNTABLE CURB, PER LF	8.00	2,485	19,880.00		
	SUBTOTAL			124,026.46		
G-3	8" PVCP, PER LF	5.08	2,015	10,236.20		
	SUBTOTAL			10,236.20		
S-1	4" DIP, PER LF	10.21	1,991	20,328.11		
S-12	TRCHG, (6"-15") 6'-8' D, PER LF	6.45	2,015	12,996.75		
S-22	4' MH, 6'-10' D, PER EA	977.61	11	10,753.71		
	SUBTOTAL			44,078.57		
B-2	6" PVC/FRP P, PER LF	7.60	1,725	13,110.00		
B-3	8" PVC/FRP P, PER LF	9.37	590	5,528.30		
	SUBTOTAL			18,638.30		
W-45	PRESS CONN, PER EA	437.50	3	1,312.50		
W-52	MJ FIT (4"-14"), PER LB	1.56	2,766	4,314.96		
W-66	6" GV, PER EA	337.40	5	1,687.00		
W-67	8" GV, PER EA	501.82	1	501.82		
W-82	V BOX-A, PER EA	179.49	6	1,076.94		
W-86	FH, 4', PER EA	925.69	3	2,777.07		
W-180	3/4" S SERV W/NEW MAIN, PER EA	258.33	76	19,633.08		
	SUBTOTAL			31,303.37		

16. Subtotal	$228,282.90	
Contingencies 10%	$ ~~22,828.30~~	WRM
Engineering 6%	$ ~~13,696.97~~	WRM
Testing Fee 2%	$ ~~4,565.66~~	WRM
Total Construction Cost	$~~269,373.83~~	WRM

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 DEVELOPER TO PAY:		
TOTAL CITY COST:		$			

0 1004

Notes:

1. Outstanding Pro-rata:_____.

2. For staking, construction, and inspection use Drawing No._____.

3. This work shall be done in accordance with the specifications of _____.

4. If payment of the full amount ( ) or engineering fee (AHBA) is not made ten (10) working days before the expiration date of Contract No. _____, then this document must be revised prior to entering into construction contract.

5. Recorded Plat_____ Recording No._____

6. Easement Required_____ Recording No._____

7. NMSHD Permit Required_____ Permit No._____

8. Permits Required:

Excavation Ordinance Permits

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

Sidewalk Ordinance Permits
(Construction)

Curb & 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.

9. _____

Prepared By:

Consultant

Submitted By:

Design Engineer

A SUBDIVISION PLAT OF

EL RANCHO ATRISCO UNIT No. 9 PHASE II

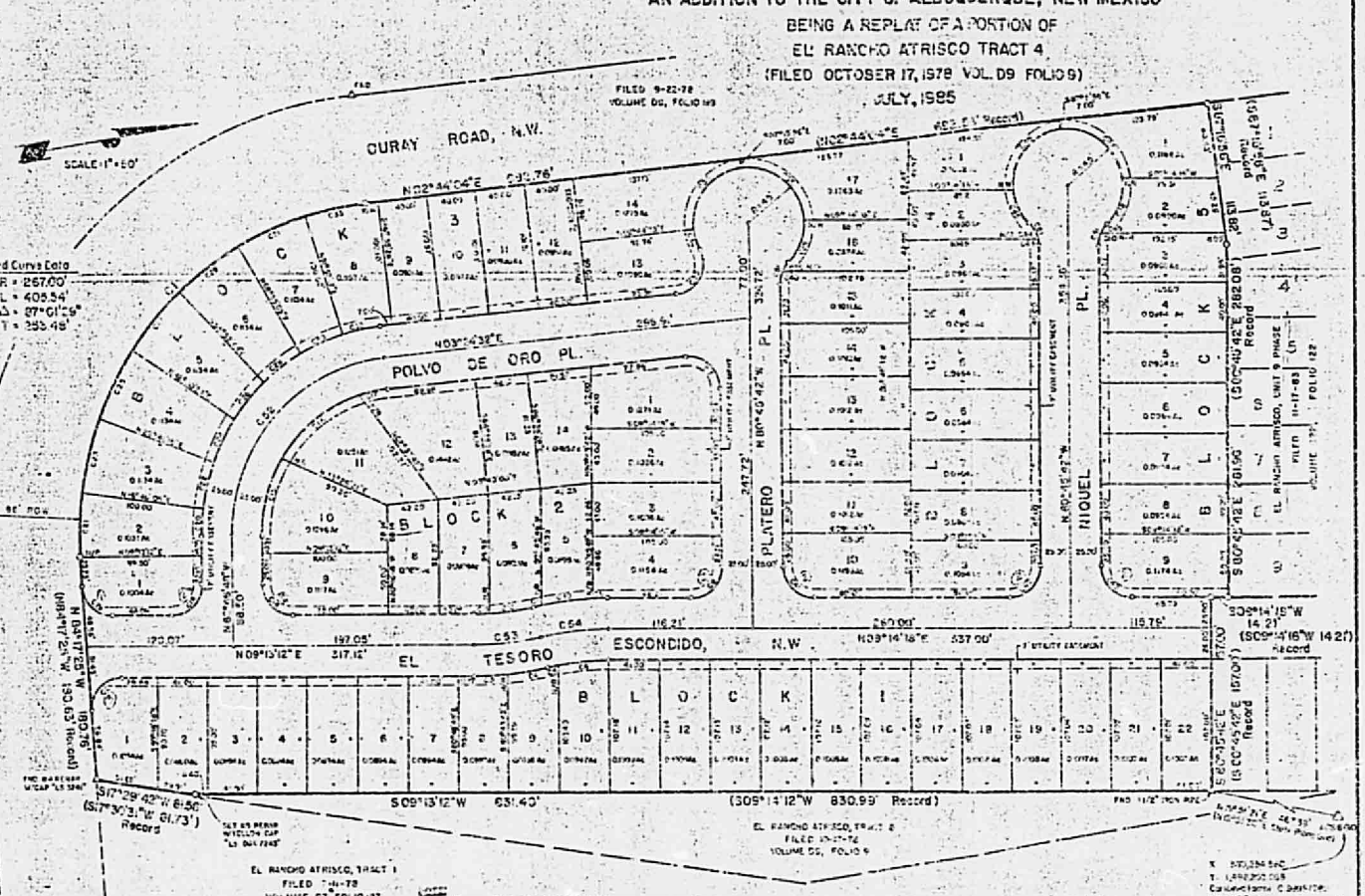
AN ADDITION TO THE CITY OF ALBUQUERQUE, NEW MEXICO

BEING A REPLAT OF A PORTION OF

EL RANCHO ATRISCO TRACT 4

(FILED OCTOBER 17, 1978 VOL. 09 FOLIO 9)

JULY, 1985



CURVE DATA

NUMBER	ARC	RADIUS	DELTA	CHORD	TANGENT
C1	35.54'	267.00'	07°01'29"	[illegible]	253.48'
C2	40.80'	25.00'	93°30'37"	36.42'	26.50'
C3	27.78'	275.00'	05°48'18"	27.69'	13.85'
C4	33.06'	275.00'	06°53'20"	33.04'	16.55'
C5	8.56'	225.00'	02°10'47"	8.56'	4.28'
C6	41.23'	225.00'	10°29'57"	41.17'	20.67'
C7	41.61'	25.00'	95°49'46"	37.11'	27.68'
C8	39.27'	25.00'	90°00'00"	35.36'	25.00'
C9	13.80'	275.00'	02°52'23"	13.79'	6.90'
C10	42.38'	275.00'	08°49'50"	42.34'	21.23'
C11	4.67'	275.00'	00°58'26"	4.67'	2.34'
C12	37.76'	225.00'	09°37'00"	37.72'	18.93'
C13	11.45'	225.00'	03°02'36"	11.45'	5.58'
C14	39.27'	25.00'	90°00'00"	35.35'	25.00'
C15	65.00'	117.00'	31°49'52"	64.17'	33.35'
C16	81.61'	117.00'	40°06'54"	80.25'	42.72'
C17	25.00'	117.00'	12°14'34"	24.95'	12.56'
C18	39.27'	25.00'	90°00'00"	35.36'	25.00'
C19	37.74'	25.00'	86°29'23"	34.26'	23.51'
C20	22.00'	167.00'	07°32'53"	21.98'	11.02'
C21	61.52'	267.00'	13°01'30"	61.40'	30.85'
C22	38.00'	167.00'	13°02'15"	37.92'	19.08'
C23	60.75'	267.00'	13°02'15"	60.62'	30.51'
C24	38.00'	167.00'	13°02'15"	37.92'	19.08'
C25	60.75'	267.00'	13°02'15"	60.62'	30.51'
C26	38.00'	167.00'	13°02'15"	37.92'	19.08'
C27	60.75'	267.00'	13°02'15"	60.62'	30.51'
C28	38.00'	167.00'	13°02'15"	37.92'	19.08'
C29	60.75'	267.00'	13°02'15"	60.62'	30.51'
C30	38.00'	167.00'	13°02'15"	37.92'	19.08'
C31	60.75'	267.00'	13°02'15"	60.62'	30.51'
C32	33.38'	167.00'	11°27'15"	33.33'	16.75'
C33	50.21'	267.00'	10°46'47"	50.16'	25.19'
C34	17.02'	45.00'	21°40'08"	16.92'	8.61'
C35	49.02'	25.00'	112°20'07"	41.53'	37.30'
C36	70.69'	45.00'	89°59'31"	63.64'	44.99'
C37	70.51'	45.00'	89°18'10"	63.52'	44.80'
C38	32.17'	45.00'	40°35'59"	31.51'	16.72'
C39	8.73'	25.00'	20°00'07"	8.75'	4.64'
C40	10.19'	25.00'	24°15'45"	10.51'	5.17'
C41	39.27'	25.00'	90°00'00"	35.36'	25.00'
C42	39.27'	25.00'	90°00'00"	35.36'	25.00'
C43	8.66'	25.00'	19°40'41"	8.65'	4.34'
C44	14.72'	25.00'	33°44'15"	14.51'	7.58'
C45	30.57'	25.00'	70°03'30"	28.69'	18.27'
C46	53.35'	45.00'	67°03'11"	50.34'	31.75'
C47	70.14'	45.00'	89°18'07"	63.25'	44.45'
C48	50.54'	45.00'	64°37'06"	39.18'	28.78'
C49	9.49'	25.00'	21°45'12"	9.44'	4.80'
C50	5.26'	25.00'	12°03'42"	5.25'	2.64'
C51	19.33'	25.00'	44°24'55"	18.85'	10.24'
C52	208.65'	142.00'	84°11'20"	190.38'	128.28'
C53	55.24'	250.00'	12°39'38"	55.13'	27.77'
C54	55.37'	250.00'	12°40'44"	55.24'	27.77'

DESCRIPTION

Beginning at the Northwest Corner of the Tract herein described, said corner being a point on the east right-of-way line of Curay Road, NW and also being the southwest corner of El Rancho Atrisco Unit No. 9, Phase I Subdivision as shown and designated on the plat of said Subdivision filed in the Office of the Bernalillo County Clerk on November 17, 1983, Volume C-22, Page 122; Thence, S 27° 15' 56" E, 113.82 feet; Thence, S 80° 55' 42" E, 261.95 feet; Thence, S 09° 14' 16" W, 14.21 feet; Thence, S 80° 45' 42" E, 157.00 feet to the Northeast corner of the tract herein described; Thence S 09° 14' 12" W, 831.40 feet; Thence, S 17° 29' 42" W, 81.56 feet to the Southwest corner of the tract herein described, said point being on the north right-of-way line of Curay Road, NW; Thence, N 64° 17' 25" W, 60.72 feet along said right-of-way line to a point of curvature; Thence, continuing Northwesterly on said right-of-way line 405.54 feet along the arc of a curve to the right, said curve having a radius of 267.00 feet, a central angle of 87° 01' 25" and a tangent of 253.48 feet to a point of tangency; Thence, N 02° 44' 04" E, 592.76 feet along said right-of-way line of Curay Road, NW to the point of beginning and containing 10.3949 acres, more or less.

ACKNOWLEDGEMENT

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

The foregoing instrument was acknowledged before me this 16th day of July, 1985 by [illegible]

My Commission Expires: [illegible]

Notary Public

NOTES

1. Basis for Bearings: El Rancho Atrisco Unit No. 9, Phase I Subdivision Plat Filed in the Office of the Bernalillo County Clerk on November 17, 1983, Volume C-22, Page 122.
2. Monumentation to be done upon completion of construction.
3. N/R indicates nonradial.
4. No lots will have direct access to Curay Road.

SUBDIVISION DATA

1. Case No. — 85-247
2. Zone Atlas Index No. — H-10
3. Gross Subdivision Acres — 10.3949
4. Total Number of Lots Created: — 76
5. Total Mileage of Full Width Streets Created: — 0.41
6. Date of Survey: — March 1985
7. Log No. — 07-03-34

FREE CONSENT & DEDICATION

The Subdivision herein described is with the free consent and in accordance with the desires of the undersigned owner thereof, and said owner does hereby dedicate to the public rights-of-way shown hereon, together with all easements shown on this plat, and said owner does hereby certify that the easements exists as previously indicated and shown hereon.

Bernard Sanchez

SURVEYOR'S CERTIFICATION

I, Steven L. Kustner, a registered Land Surveyor under the laws of the State of New Mexico, certify that this plat was prepared by me or under my supervision, shows all easements of record, meets the platting requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, and is true and correct to the best of my knowledge and belief.

STEVEN L. KUSTNER, Registered Land Surveyor No. 7246 — DATE

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

The foregoing instrument was acknowledged before me this 22 day of July, 1985 by Steven L. Kustner.

My Commission Expires: [illegible]

DENNEY-GROSS & ASSOC., INC.
ENGINEERS SURVEYORS PLANNERS
2400 COMANCHE ROAD NE, ALBQ., N.M. 87107
(505) 884-0595

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

TITLE: EL RANCHO ATRISCO UNIT 9
SUBDIVISION PLAT

AS BUILT INFORMATION — NO. | DATE | REMARKS | BY | DATE | ENGINEER'S SEAL

BENCH MARKS

SURVEY INFORMATION — FILED NOTES — NO. | BY | DATE

ENGINEER'S SEAL

SHEET-FILM INFORMATION — RECORDED BY | DATE | CHECKED BY | DATE | SHEET-FILM NO. | DATE

FILED WITH CITY CLERK'S OFFICE

2/10/86 dw

H. S. PICKRELL COMPANY
MORTGAGE BANKERS

UNITED BANK TOWER
3300 NORTH CENTRAL AVENUE
POST OFFICE BOX 7400
PHOENIX, ARIZONA 85011
PHONE (602) 264-8600

January 21, 1986

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 9000412A

AMOUNT: $292,668.00

Mr. Gene Romo
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Dear Mr. Romo:

At the request of WESTERN HOLDING COMPANY, a New Mexico corporation, we establish our Irrevocable Letter of Credit in your favor for the account of WESTERN HOLDING COMPANY, to the extent of and not exceeding TWO HUNDRED NINETY TWO THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS ($292,668.00).

This Letter of Credit has been established to insure the completion of infrastructure improvements required for development of Phase II, Unit 9, El Rancho Atrisco, Bernalillo County, New Mexico, or commonly known as Unit 9B of El Rancho Atrisco, such property also being described on Exhibit "A" attached hereto and incorporated herein by reference, as provided by the Agreement between WESTERN HOLDING COMPANY and the CITY OF ALBUQUERQUE, which Agreement is recorded in Book Misc., 319-A, at pages 982 to 1006, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of TWO HUNDRED NINETY TWO THOUSAND SIX HUNDRED SIXTY EIGHT DOLLARS ($292,668.00) is/are available at sight at H.S.

PICKRELL COMPANY, 3300 Central Avenue North, Suite 2400, Phoenix, Arizona 85012, between the date hereof and November 28, 1986.

This Letter of Credit is given with the understanding that the Unit 9B property referred to herein is identical to the subdivision plat for El Rancho Atrisco, Unit 9, Phase II, an Addition to The City of Albuquerque, New Mexico, being a replat of El Rancho Atrisco Tract 4, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on October 17, 1978, in Volume D-9, folio 9. Therefore, our obligations hereunder shall be limited only to such Unit 9B and nothing herein contained shall impose or imply that H. S. Pickrell Company has any obligations on the remainder of property constituting the balance of El Rancho Atrisco Phase II.

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that WESTERN HOLDING COMPANY has failed to comply with the terms of the Agreement, and also certifying that "the undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement," and also certifying that the amount of the draft does not exceed 125% of the cost of

completing the improvements specified in the Agreement.

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee, if negotiated between the date hereof and November 28, 1986.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 9000412A of H. S. PICKRELL COMPANY, dated January 8, 1986;" the amount of such Draft(s) must be endorsed on the reverse side thereof and this Letter of Credit must be attached to that Draft which exhausts this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at 5:00 o'clock p.m., New Mexico time, November 28, 1986.

H. S. PICKRELL COMPANY,
an Arizona corporation

By: Lawrence R. Goad
Lawrence R. Goad
Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Assistant City Attorney

City Attorney

EXHIBIT "A"

A tract of land situate within the Town of Atrisco Grant, City of Albuquerque, New Mexico, being a portion of El Rancho Atrisco, Tract No. 4, filed for record in the office of the County Clerk of Bernalillo County, New Mexico on October 17, 1978, in Volume D-9, Folio 9, more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of said Tract No. 4,

thence, N 84°17'25" W - 180.76 feet to a point of curvature of a curve to the right having a radius of 267.00 feet;

thence Northwesterly along the arc of said curve - 405.54 feet through a central angle of 87°01'29";

thence, N 02°44'04" E - 692.76 feet;
thence, S 87°15'56" E - 113.82 feet;
thence, S 80°45'42" E - 281.96 feet;
thence, S 09°14'18" W - 14.21 feet;
thence, S 80°45'42" E - 157.00 feet;
thence, S 09°13'12" W - 831.40 feet;
thence, S 17°29'42" W - 81.56 feet to the point of beginning.

EXHIBIT "A"

86 12014 0 971

SIDEWALK VARIANCE AGREEMENT

THIS AGREEMENT made this 7th day of February, 19 86 by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Western Holding Company (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 El Rancho Atrisco, Unit 9b (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as El Rancho Atrisco, Unit 9, Ph. II; and

WHEREAS, the timetable for constructing the sidewalks within the subdivision is not finalized at this time and the Developer has requested a "SIDEWALK VARIANCE" to defer construction of said sidewalks; and

WHEREAS, the City requires the execution of an Agreement and acceptable guarantees for the construction of said public improvements as specified below; as a prerequisite of the approval of the "SIDEWALK VARIANCE".

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

1. After execution of this Agreement, and delivery of the financial guarantee specified in Exhibit "A" attached hereto, the Developer shall receive approval for the "SIDEWALK VARIANCE".

2. Said financial guarantee shall run for a period of two (2) years plus sixty (60) days from date of final plat approval as specified in Exhibit "A" attached hereto.

3. 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.

4. 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 Sidewalk Variance 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.

5. Should there be a conflict between the terms and conditions of this Agreement (with Exhibits A & B) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A & B) shall govern.

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

DEVELOPER

Pr.

CITY OF ALBUQUERQUE, NEW MEXICO

C. D. Sheppard 12/30/85

C. Dwayne Sheppard
City Engineer

Gene Romo
Chief Administrative Officer

ATTEST:

Eleanor Sanchez Marr
City Clerk 1/2/86

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 3RD day of DECEMBER, 19 85 by Gerhard Muller, PRESIDENT of Western Holding Company.

Notary Public

My commission expires:

June 04, 1986

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

The foregoing instrument was acknowledged before me this 4th day of February, 19 86, by Gene Romo, Chief Administrative Officer of the City of Albuquerque.

Notary Public

My commission expires:

3/17/86

DEVELOPER

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard
City Engineer

ATTEST:

City Clerk

Gene Romo
Chief Administrative Officer

REVIEWED BY:

Assistant City Attorney

City Attorney

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Notary Public

My commission expires:

3/17/86

EXHIBIT "A"
TO SIDEWALK VARIANCE AGREEMENT
EXECUTED BY AND BETWEEN Western Holding Company (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 7th DAY OF February, 1986

1. FINANCIAL GUARANTEE

A financial guarantee in an amount of not less than 125 percent of the costs for sidewalk improvements within the subdivision as detailed in Exhibit "B" (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 Sidewalk Variance Agreement to which this Exhibit "A" is attached.

With respect to the Sidewalk Variance 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, name of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

Letter of Credit No. 9000412B, issued by H. S. Pickrell Company, in the amount of $30,387.50; inclusive dates: November 22, 1985 - November 28, 1986.

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 Sidewalk Variance Agreement between the 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 (see Exhibit "B).

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.

2. PROCEDURES FOR EXTENSION

The Developer may request that the period of construction and financial guarantee be extended for an additional period of time mutually agreed upon by both the City Engineer and the Developer (time of construction may not exceed term of Sidewalk Variance without the additional consent of the Development Review Board). The amount and form (letter of credit, escrow deposit or other acceptable pledge of liquid assets payable to the City) of the said financial guarantee shall also be mutually agreed upon by both the City and the Developer but shall not exceed 125% of the estimated construction cost at the time of consideration.

ESTIMATE SHEET
PROJECT NO. 2579 - SIDEWALKS ONLY
MAP NO. G-10/H-10

Check appropriate box and date

[ ] Quantities and Cost Estimate
Date Prepared:_____

[X] Approval
Date Requested: October 25, 1985

[ ] Work Order
Date Issued:_____

[ ] Final Acceptance
Date Accepted:_____

1. APPLICANT INFORMATION:

   a. Developer: Gerhard Muller
      Mailing Address: 601 Hidden Valley SE, Albuquerque, NM 87123

   b. Consulting Engineer: Denney-Tibljas-McLean & Associates, Inc.
      Mailing Address: 2400 Comanche Road NE, Albuquerque, NM 87107

   c. Person to contact regarding this form: Joe Jones
      Mailing Address: 2400 Comanche Road NE, Albuquerque, NM
      Zip Code: 87107
      Phone: 884-0696

2. GENERAL SCOPE OF PROJECT:

   Construction of subdivision improvements.

3. NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:

   El Rancho Atrisco, Unit 9b

4. Developer to Pay = 100%
   (Methods II and III)

   Policy: AHBA

5. City to Pay = -0-

   Policy_____

6. City to Pay = -0-

   Account No._____

7. Specific Location:

   Tesoro Escondido

   Polvo de Oro

   Platero Place

   Niquel Place

8. SIDEWALKS ONLY

W	SAS	SD	P	[illegible]
			X	
			X	
			X	
			X	

Project No. 2579

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

[illegible] 10 PM 2:04

Vol 3[illegible] 974-981

9. ITEM NO.	10. SHORT DESCRIPTION	11. CONTRACT UNIT PRICE	12. EST. QUANTITY	13. EST. AMOUNT	14. AS-BUILT QUANTITY	15. AS-BUILT AMOUNT
	SIDEWALKS					
P-42	4" PCC SIDEWALKS, PER SF	1.43	17,000	24,310.00		
				x 1.25		
	SUBTOTAL			$30,387.50		

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:		$	TOTAL DEVELOPER TO PAY:		

Notes:

1. Outstanding Pro-rata:_____.

2. For staking, construction, and inspection use Drawing No._____.

3. This work shall be done in accordance with the specifications of _____.

4. If payment of the full amount ( ) or engineering fee (AHBA) is not made ten (10) working days before the expiration date of Contract No. _____, then this document must be revised prior to entering into construction contract.

5. Recorded Plat _____ Recording No._____

6. Easement Required_____ Recording No._____

7. NMSHD Permit Required_____ Permit No._____

8. Permits Required:

Excavation Ordinance Permits

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

Sidewalk Ordinance Permits
(Construction)

Curb & 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.

9. _____

Prepared By:

Consultant

Submitted By:

Design Engineer

FILED WITH CITY CLERK'S OFFICE

2/10/86 dw

H. S. PICKRELL COMPANY
MORTGAGE BANKERS

UNITED BANK TOWER
3300 NORTH CENTRAL AVENUE
POST OFFICE BOX 7400
PHOENIX, ARIZONA 85011
PHONE (602) 264-8600

January 21, 1986

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 9000412B

AMOUNT: $30,387.50

Mr. Gene Romo
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Dear Mr. Romo:

At the request of WESTERN HOLDING COMPANY, a New Mexico corporation, we establish our Irrevocable Letter of Credit in your favor for the account of WESTERN HOLDING COMPANY, to the extent of and not exceeding THIRTY THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS ($30,387.50).

This Letter of Credit has been established to insure the completion of sidewalks in Phase II, Unit 9, El Rancho Atrisco, Bernalillo County, New Mexico, or commonly known as Unit 9B of El Rancho Atrisco, such property also being described on Exhibit "A" attached hereto and incorporated herein by reference, as provided by the Agreement between WESTERN HOLDING COMPANY and the CITY OF ALBUQUERQUE, which Agreement is recorded in Book Misc., 319-A, at pages 974 to 981, of the records of the County of Bernalillo, State of New Mexico (the "Agreement"). A Draft or Drafts for any amount up to, but not in excess of THIRTY THOUSAND

THREE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS ($30,387.50) is/are available at sight at H. S. PICKRELL COMPANY, 3300 Central Avenue North, Suite 2400, Phoenix, Arizona 85012, between the date hereof and November 28, 1986.

This Letter of Credit is given with the understanding that the Unit 9B property referred to herein is identical to the subdivision plat for El Rancho Atrisco Unit 9, Phase II, an Addition to The City of Albuquerque, New Mexico, being a replat of El Rancho Atrisco Tract 4, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on October 17, 1978, in Volume D-9, folio 9. Therefore, our obligations hereunder shall be limited only to such Unit 9B and nothing herein contained shall impose or imply that H. S. Pickrell Company has any obligations on the remainder of property constituting the balance of El Rancho Atrisco Phase II.

When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that WESTERN HOLDING COMPANY has failed to comply with the terms of the Agreement, and also certifying that "the undersigned is Chief Administrative Officer of the City of Albuquerque and is

authorized to sign this statement," and also certifying that the amount of the draft does not exceed 125% of the cost of completing the improvements specified in the Agreement.

We hereby agree with the drawer of Draft(s) drawn under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee, if negotiated between the date hereof and November 28, 1986.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 9000412B of H. S. PICKRELL COMPANY, dated January 8, 1986;" the amount of such Draft(s) must be endorsed on the reverse side thereof and this Letter of Credit must be attached to that Draft which exhausts this credit.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce, Publication No. 400.

This credit terminates at 5:00 o'clock p.m., New Mexico time, November 28, 1986.

H. S. PICKRELL COMPANY,
an Arizona corporation

By: _____
Lawrence R. Goad
Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

_____
Assistant City Attorney

_____
City Attorney

EXHIBIT "A"

A tract of land situate within the Town of Atrisco Grant, City of Albuquerque, New Mexico, being a portion of El Rancho Atrisco, Tract No. 4, filed for record in the office of the County Clerk of Bernalilio County, New Mexico on October 17, 1978, in Volume D-9, Folio 9, more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of said Tract No. 4,
thence, N 84°17'25" W - 180.76 feet to a point of curvature of a curve to the right having a radius of 267.00 feet;
thence Northwesterly along the arc of said curve - 405.54 feet through a central angle of 87°01'29";
thence, N 02°44'04" E - 692.76 feet;
thence, S 87°15'56" E - 113.82 feet;
thence, S 80°45'42" E - 281.96 feet;
thence, S 09°14'18" W - 14.21 feet;
thence, S 80°45'42" E - 157.00 feet;
thence, S 09°13'12" W - 831.40 feet;
thence, S 17°29'42" W - 81.56 feet to the point of beginning.

EXHIBIT "A"

DRAINAGE MANAGEMENT STUDY

LADERA MEADOWS

EL RANCHO ATRISCO UNIT 9b

Prepared For:
Mr. Gerhard Mueller

MAY 1985

DGA JOB NO. 794.119b

Prepared By:
Denney-Gross & Associates, Inc.
Consulting Engineers
2400 Comanche Road Northeast
Albuquerque, New Mexico 87107

DRAINAGE INFORMATION SHEET

PROJECT TITLE: LADERA MEADOWS ZONE ATLAS/DRNG. FILE #: [redacted]/H-10/D8

LEGAL DESCRIPTION: El Rancho Atrisco Unit 9b

CITY ADDRESS: N/A

ENGINEERING FIRM: Denney-Gross & Associates, Inc. CONTACT: Joe Jones

ADDRESS: 2400 Comanche Road N.E., Albq. PHONE: 884-0696

OWNER: Mr. G. Mueller CONTACT: Gerhard Mueller

ADDRESS: Suite 500, 2625 Pennsylvania N.E., Albq. PHONE: 292-5851

ARCHITECT: CONTACT:

ADDRESS: PHONE:

SURVEYOR: Denney-Gross & Associates, Inc. CONTACT: Steve Youtsey

ADDRESS: 2400 Comanche Road N.E., Albq. PHONE: 884-0696

CONTRACTOR: CONTACT:

ADDRESS: PHONE:

PRE-DESIGN MEETING:

X YES
NO
X COPY OF CONFERENCE RECAP SHEET PROVIDED

RECEIVED
MAY 29 1985
HYDROLOGY SECTION

DRB No. 85-247 4/9/85
EPC No.
PROJ. No.

TYPE OF SUBMITTAL:

X DRAINAGE REPORT
DRAINAGE PLAN
CONCEPTUAL GRADING & DRAINAGE PLAN
GRADING PLAN
EROSION CONTROL PLAN
ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

SKETCH PLAT APPROVAL
X PRELIMINARY PLAT APPROVAL
SITE DEVELOPMENT PLAN APPROVAL
FINAL PLAT APPROVAL
BUILDING PERMIT APPROVAL
FOUNDATION PERMIT APPROVAL
CERTIFICATE OF OCCUPANCY APPROVAL
ROUGH GRADING PERMIT APPROVAL
GRADING/PAVING PERMIT APPROVAL
OTHER _____ (SPECIFY)

DATE SUBMITTED: 5-29-85

BY: Joe Jones
JOE JONES

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

PRE-DESIGN CONFERENCE RECAP

HYDROLOGY SECTION PROJECT NO.: G10 DATE: 5-13-85

PLANNING DIVISION NOS. EPC: _____ DRB: _____

SUBJECT: El Rancho Atrisco 2c §9b §10a §10b

LEGAL DESCRIP.: Quiney Rd & Ladera Golf Course

APPROVAL REQUESTED

X PRELIMINARY PLAT _____ FINAL PLAT

_____ SITE DEVELOPMENT PLAN _____ BUILDING PERMIT

_____ ROUGH GRADING

	WHO:	REPRESENTING:
ATTENDANCE:	Joe Jones	
	Carlos Martinez	

X ~~Conceptual~~ Drainage Plan/Report required for Preliminary Plat and/or Site Development Plan sign-off.

X Approved Drainage Plan/Report required for Final Plat and/or Building Permit sign-off.

X Subdivision Improvements Agreement or Financial Security required.

FINDINGS: (1) DRAINAGE REPORT PER DPM (2) Discharge to Lateral detention basin thru sundown appears to be appropriate (4)

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED: Carlos A Martinez SIGNED: Joe Jones

TITLE: _____ TITLE: _____

DATE: 5-13-85 DATE: 5-13-85

NOTE PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL

HYDROLOGY H10/D8 2 of 2 1 PLAN

I, Gary W. Tibljas, hereby certify that the enclosed documents and drawings were prepared under my supervision and are true and correct to the best of my knowledge and belief.

Gary W. Tibljas

New Mexico Professional Engineer No. 8117

GARY W. TIBLJAS
NEW MEXICO
8117
REGISTERED PROFESSIONAL ENGINEER

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LADERA MEADOWS

DRAINAGE MANAGEMENT PLAN

I. PURPOSE

The purpose of this report is to determine an economical and effective storm water management plan for subject project.

II. GENERAL

Ladera Meadows consists of 10.39 acres bounded by Ladera Golf Course on the east, El Rancho Atrisco Unit 9A on the north, and Ouray Road on the south and west. (See Exhibit I)

The soil is of the Madurez-Wink Association Type "B", and the site is not located within a flood plain. (See Exhibit II)

III. DRAINAGE

The development site will be graded such that all lots will drain into the fronting street with the exception of those lots adjacent to the Ladera Golf Course Detention Basin. The lots adjacent to the basin will be allowed to drain to the rear yard in the historic direction offsite.

Runoff entering the streets will flow onto El Tesoro Escondido and travel north into an existing concrete drainage channel. This concrete channel discharges into an improved earthen channel which immediately discharges into the Ladera Detention Basin.

The channel was constructed during the development of El Rancho Atrisco Unit 9A and was also designed to handle the developed flow from Ladera Meadows. (See Appendix)

IV. CONCLUSION

Ladera Meadows, or El Rancho Atrisco Unit 9b, is part of the El Rancho Atrisco sector plan; therefore, drainage considerations utilized within this report are consistent with the sector plan. All runoff from lots not adjacent to the golf course will street flow into an existing concrete channel which was designed to accept this flow. Lots adjacent to the golf course will be allowed to drain to the rear yard in the historic direction offsite.

DENNEY - GROSS & ASSOCIATES, INC.
ENGINEERS SURVEYORS PLANNERS
2400 COMANCHE ROAD N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0695

LOCATION [illegible]
PROJ. NO. [illegible]
DATE 5-22-85
DESIGNER J JONES
PAGE 1

UNDEVELOPED RUNOFF

A = 10.39 Ac

SOIL TYPE "B"
"SOIL SURVEY OF BERNALILLO COUNTY"

$Q = C\,i\,A$
$C = 0.34$
$i = 6.84(I)(T_c)^{-0.51}$

$I = 2.2$ IN (DPM 22.2 D-4)

$T_c = 0.0078 \dfrac{L^{0.77}}{S^{0.385}}$

$L = 540'$

$S = 0.022$

$T_c = 0.0078 \dfrac{(540)^{0.77}}{(0.022)^{0.385}} = \underline{4.3 \text{ MIN}}$

USE $\underline{T_c = 10 \text{ MINUTES}}$

$i = 6.84(2.2)(10)^{-0.51}$

$i = 4.65$ $\quad Q = 0.34(4.65)(10.39) = \underline{16.4 \text{ cfs}}$ UNDEVELOPED RUNOFF

DEVELOPED RUNOFF

PERCENT IMPERVIOUS

TOTAL AREA INCLUDING ROW = 4940 SF PER LOT
TOTAL IMPERVIOUS AREA = 2750 SF

% IMPERVIOUS = $\underline{56\%}$

NIQUEL COURT @ EL TESORO ESCONDIDO

A = 1.977 Ac
i = 4.65 (SEE ABOVE)
C = 0.61

$Q = (0.61)(4.65)(1.977) = \underline{5.5 \text{ cfs}}$

PLATILLE COURT @ EL TESORO ESCONDIDO

A = 2.58 Ac

i = 4.65
C = 0.61

$Q = (0.61)(4.65)(2.58) = \underline{7.3 \text{ cfs}}$

DENNEY - GROSS & ASSOCIATES, INC.
ENGINEERS SURVEYORS PLANNERS
2400 COMANCHE ROAD N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0605

LOCATION LAPLATA [illegible]
PROJ. NO. [illegible]
DATE 5-22-85
DESIGNER [illegible]
PAGE [illegible]

DEVELOPED RUNOFF (CONT'D)

POLVO DE ORO @ EL TESORO ESCONDIDO

$A = 1.901$ Ac
$i = 4.65$
$C = 0.61$

$Q = (0.61)(4.65)(1.901) = \underline{5.4 \text{ cfs}}$

EL TESORO ESCONDIDO

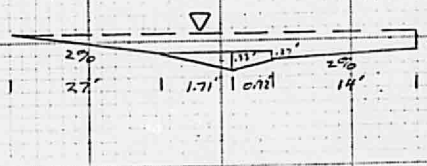
$A = 1.869$
$i = 4.65$
$C = 0.61$

$Q = (0.61)(4.65)(1.869) = 5.3 \text{ cfs}$

TOTAL FLOW ON EL TESORO ESCONDIDO

$Q = 5.3 + 5.4 + 7.3 + 5.5 = \underline{23.5 \text{ cfs}}$

MAXIMUM CAPACITY OF STREET



MANNING'S

$Q = \frac{1.486}{n} S^{1/2} A R^{2/3}$

$S = 0.005$
$n = 0.017$

$A = 18.65$
$R = 0.43$

$Q = \frac{1.486}{0.017} (.005)^{1/2} (18.65)(0.43)^{2/3}$

$Q = 65.5$ cfs / HALF STREET

$A = \frac{1}{2}(.54)(27) + (0.54 \times 2.625) + \frac{1}{2}(.33)(1.71) + \frac{1}{2}(.33 + .27)(.92) + \frac{1}{2}(.81 + .53)(14)$

$A = 18.65 \text{ ft}^2$

$R = A/P = \frac{18.65}{43.63} = 0.43$

DENNEY - GROSS & ASSOCIATES, INC.
ENGINEERS SURVEYORS PLANNERS
2400 COMANCHE ROAD N.E.
ALBUQUERQUE, NEW MEXICO 87107
(505) 884-0695

LOCATION LADERA MEADOWS
PROJ. NO. 791.117b
DATE 5-23-85
DESIGNER J JONES
PAGE 3

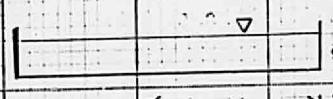
CHANNEL CAPACITY
@ NORTH END OF EL TESORO ESCONDIDO

MANNING'S

$Q = \frac{1.486}{n} S^{1/2} A R^{2/3}$

$n = 0.013$
$S = 0.01$
$A = 6.5$
$R = 0.58$

$Q = \frac{1.486}{0.013}(0.01)^{1/2}(6.5)(0.58)^{2/3}$



$Q = 51.6$ cfs

CHECK CRITICAL DEPTH
@ INLET

$F^2 = \frac{V^2}{gd} = 1$ @ CRITICAL DEPTH

$V = Q/A$
$A = 10d$

$F^2 = \frac{42.6^2}{100d^2} = gd$

$d^3 = 0.57$
$d = 0.83'$ < 1.0' (OK)

TOTAL FLOW TO CHANNEL

UNIT 9A Q = 19.1 cfs
UNIT 9B Q = 23.5 cfs

TOTAL Q = 42.6 cfs < 51.6 cfs (OK)

APPENDIX

Academy Engineering, Inc.
5353 Wyoming Blvd. N.E., Suite 3 • Albuquerque, New Mexico 87109 • (505) 821-6008

DRAINAGE REPORT

FOR

EL RANCHO ATRISCO UNIT 9

PHASE I

SCOPE

The objective of this report is to present a comprehensive analysis of the Drainage Management and proposed plan of the El Rancho Atrisco Unit 9 Phase 1 Subdivision.

BACKGROUND

The property is currently zoned R-D. The proposed development consists of 49 townhouses on 7.39 acres. The project will be developed pursuant to the R-T zone requirements as stipulated by the R-D zone.

The site is located on the east side of Ouray Road NW, between Ronda de Lechusas and Ladera Street. Bounded on the north by El Rancho Atrisco Unit 2, the east by the Ladera Golf Course, the south by undeveloped property and to the west by El Rancho Atrisco Unit 8 (see attachment).

NATURAL DRAINAGE

The site, in its natural state, slopes roughly to the north and east at approximately 3% and less. Offsite drainage from the west and south is presently intercepted by Ouray Road. An existing channel located between El Rancho Atrisco Units 2 and 9 currently provides the drainage from the north bound portion of Ouray Road. The balance of the offsite drainage is conveyed to the Ladera Golf Course by Ouray Road easterly. The channel between Units 2 and 9 is currently unimproved and is proposed to be improved as a part of this project.

DEVELOPED RUNOFF

At this time, 7.39 acres of developed runoff will be created. Ultimately 16+ acres will be developed. Due to the available capacity of the proposed improved channel, approximately 6.2 acres of developed runoff will be added to the channel with this phase and ultimately up to 16 acres of development. Calculations attached address the proposed runoff and the ultimate runoff.

DESIGN CRITERIA

This analysis is based on the Rational Method of runoff calculation; the City D.P.M. supplements for such calculations were also used. Calculations were performed to establish 100 year frequency and the 10 year frequency storm runoff.

DRAINAGE PLAN

The primary concept is to drain each lot to the street, whereon the drainage would be taken to the northeast corner of the site. A concrete lining would then control the runoff and deposit water in the channel on the north side of the project. Some minor variations in the concept do exist. Lots created such that the rear yard abuts the golf course or the channel would be allowed to drain the rear yard in the historic direction offsite. Due to the townhouse concept, a few lots required rear lot ponding. Every possible form was studied in order to minimize the need for ponding.

The offsite contribution from Phase II is proposed to be handled by an earthen swale. The purpose of the swale is to place the offsite drainage in the adjacent channel and avoid sedimentation in the newly constructed streets.

ERA. UNIT 7
5/20/83 JOB # 83-27-01
PAGE 2

CHECK CONC. LINING FOR ULTIMATE CONDITION

1. ASSUME PRIMARILY ALL LOTS DRAIN TO STREET FOR PHASE I & II
2. ASSUME SAME % OF IMPERVIOUS AREA
3. ASSUME AVERAGE SLOPE OF 0.8%

ESTIMATED ULTIMATE DEVELOPED RUNOFF

$L = 1800'$
$S = 0.008$
$T_c = 16.1 = 0.0078 \cdot 1800^{0.77} / 0.008^{0.385}$

VELOCITY CHECK
$V = 1.9_{FPS} = 1800/16.1(60)$

$1.9 < 3_{FPS}$
JUSTIFICATION FROM 222 8-3 LPM
$V = 2.4$

TIME OF CONCENTRATION
12.5 PER ADJUSTED V

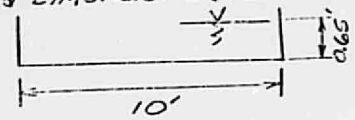
TOTAL AREA
$A = 15.7_{AC}$

INTENSITY
$I = 4.15 = 2.2 \cdot 6.84 \cdot 12.5^{-0.51}$

QUANTITY
$Q_{100} = 43_{CFS} = 0.6 \cdot 4.15 \cdot 15.7$

TO CHECK CAPACITY OF CONC. LINING FROM STREET TO CHANNEL
USE MANNINGS FORMULA $Q = 1.486/N (R^{2/3}) S^{1/2} (A)$

1. FOR CALC. PURPOSES ASSUME FLAT BOTTOM
2. LINING DIMENSIONS IS 10' SATISFACTORY



$S = 0.01$
$N = 0.015$
$Q = 44.7_{CFS} = 1.486/0.015 (0.38^{2/3})(0.01^{1/2})(6.5)$
$44.7 > 43$ ∴ LINING OK FOR ULTIMATE CONDITION

EL RANCHO ATRISCO UNIT 9 PHASE I

5/20/83 JOB # 83-37-01 BY JJB
PAGE 1

DEVELOPED RUNOFF

$L = 705'$
$S = 0.019$

$T_c = 6.3_{min} = 0.0078 \cdot 705^{0.77} / 0.019^{0.385}$

VELOCITY CHECK
$V = 1.2_{F/S} = 705/(60)(60)$

$1.2 < 3_{F/S}$
JUSTIFICATION FROM 22.2 B-2 DPM
$V = 3.2$ F/S (SEE ATTACHED PLATE)

TIME OF CONCENTRATION
$T_c = 3.6_{min}$ PER ADJUSTED VELOCITY

$3.6 < 10.$; USE 10 FOR Q_p

TOTAL AREA
$A = 6.210_{A}$

IMPERVIOUS AREA [illegible]
66% IMPERVIOUS

SOIL [illegible]
[illegible] FROM "E"

RUNOFF COEFFICIENT
FROM 22.2 C-1 DPM
$C = 0.66$ (SEE ATTACHED PLATE)

INTENSITY
VOLUME FROM 22.2 D-1 DPM
$VOL = 2.2''$
$I = 4.65 - (2.2)\,6.34 \cdot 10^{-05}$

QUANTITIES
$Q_{100} = 19.1_{CFS} = 0.66 \cdot 4.65 \cdot 6.210$
FOR Q_{10} $I = (0.657)\,4.65 = 3.06$
$Q_{10} = 12.5_{CFS} = 0.66 \cdot 4.65 \cdot 6.210$

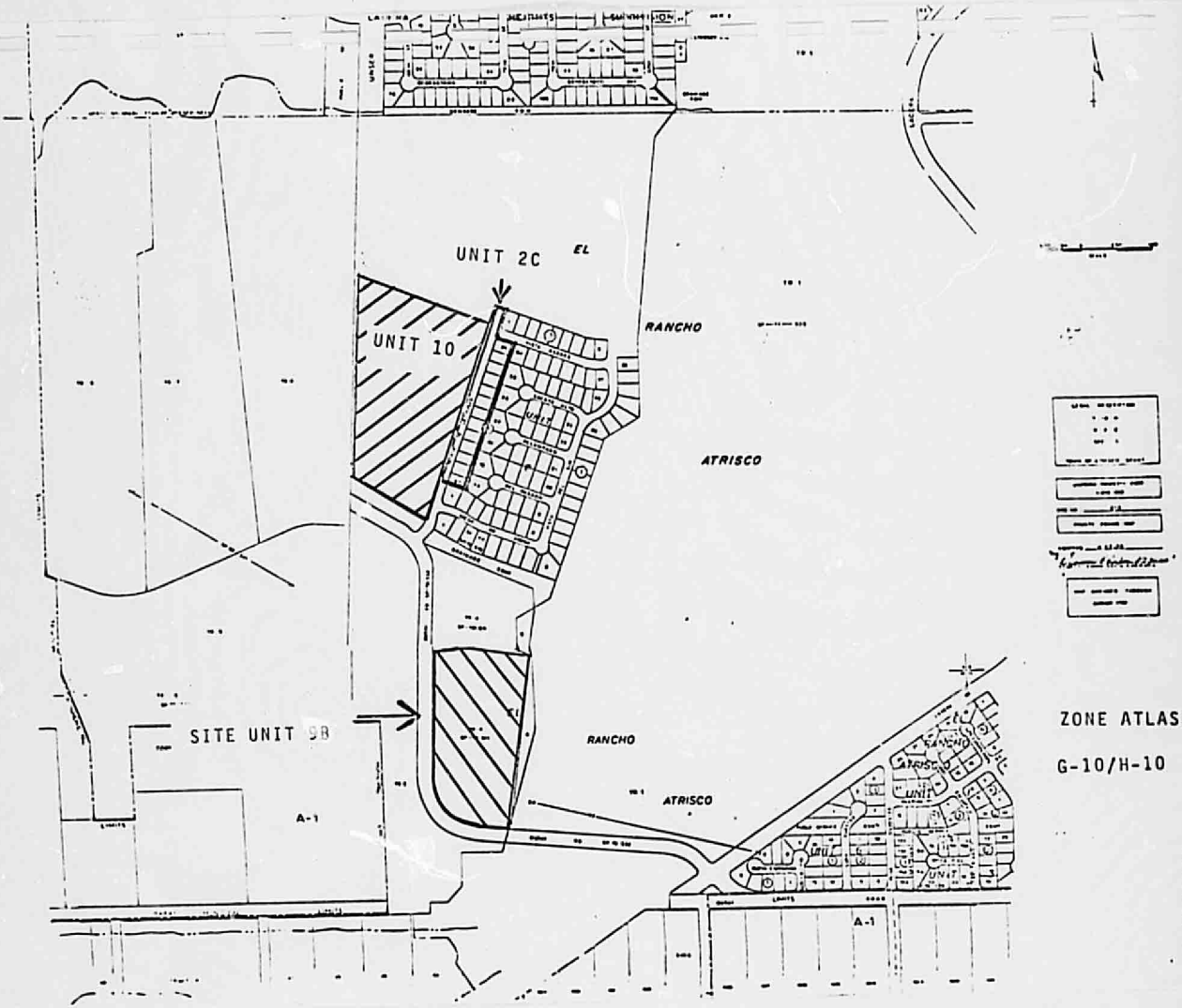
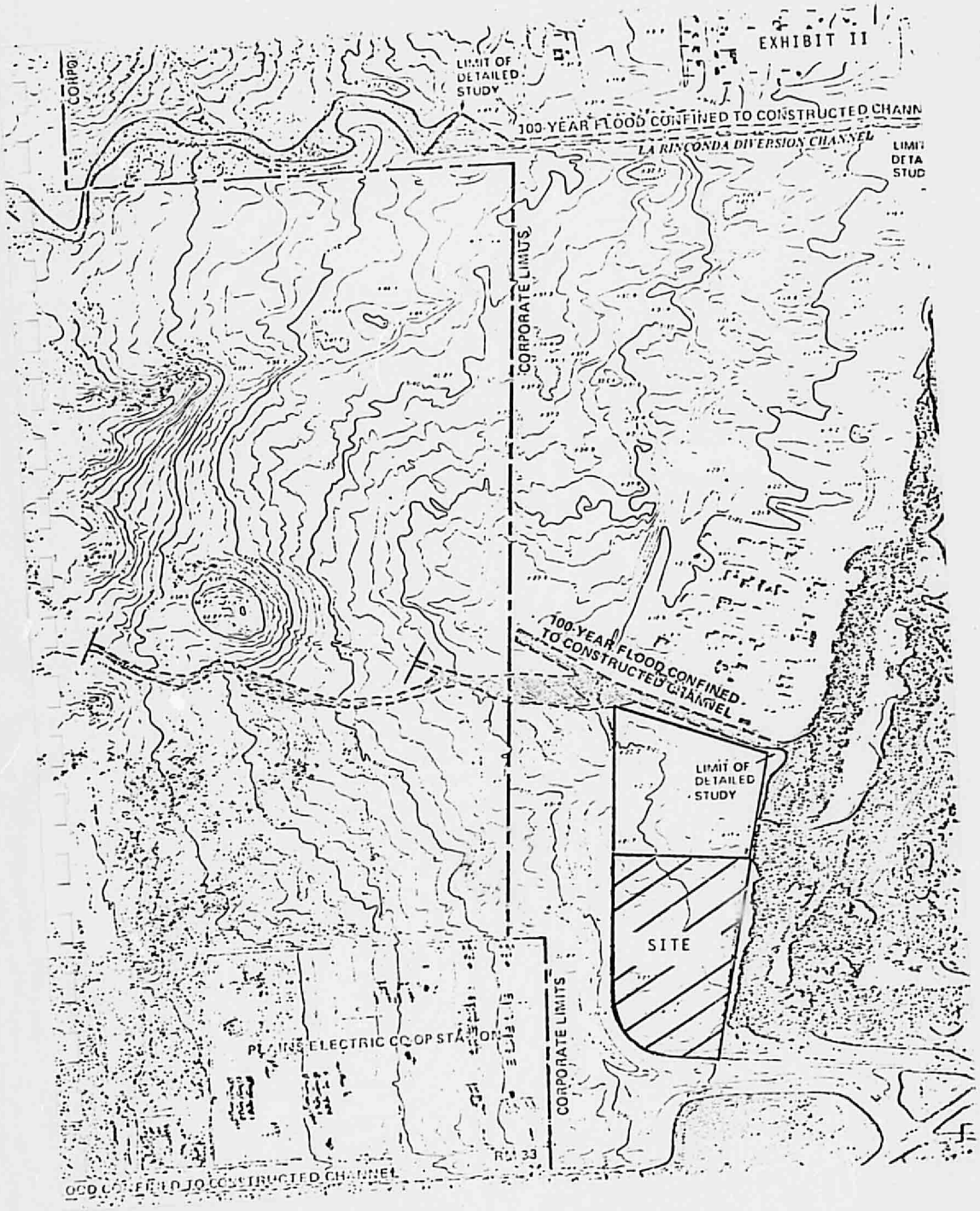

UNIT 2C
EL
RANCHO
ATRISCO
UNIT 10
SITE UNIT 9B
A-1
RANCHO
ATRISCO
A-1
ZONE ATLAS
G-10/H-10

EXHIBIT II


LIMIT OF DETAILED STUDY
100-YEAR FLOOD CONFINED TO CONSTRUCTED CHANN
LA RINCONDA DIVERSION CHANNEL
CORPORATE LIMITS
100-YEAR FLOOD CONFINED TO CONSTRUCTED CHANNEL
LIMIT OF DETAILED STUDY
SITE
PLAINS ELECTRIC COOP STATION
CORPORATE LIMITS
RM 33