DRAINAGE REPORT

FOR

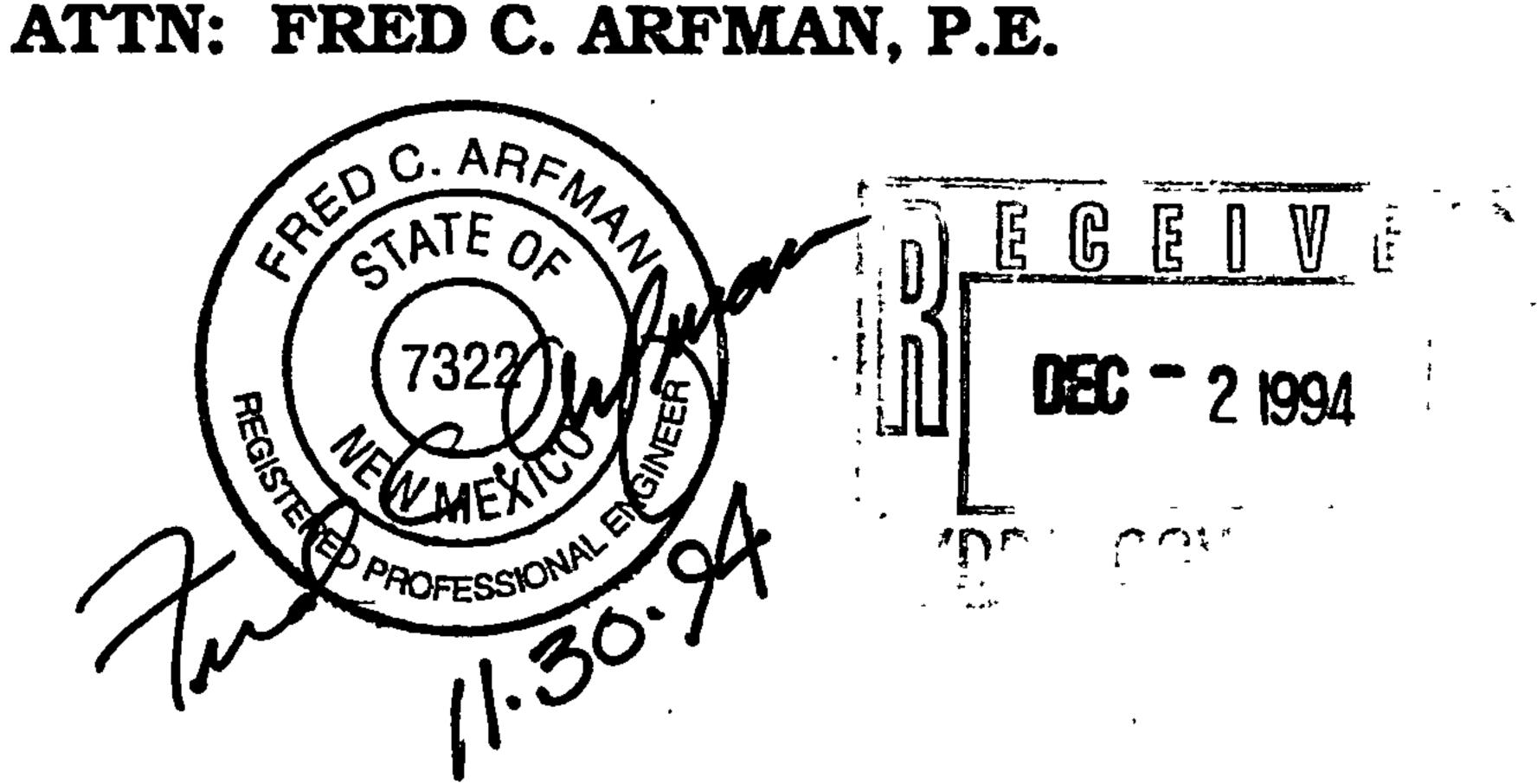
CHAMISA ENCANTADA

A 94 LOT SINGLE FAMILY LOT RESIDENTIAL SUBDIVISION

SUPPLEMENTAL HYDROLOGICAL INFORMATION

DECEMBER 1994

PREPARED BY:
ISAACSON & ARFMAN, P.A.
128 MONROE STREET NE
ALBUQUERQUE, NEW MEXICO
(505) 268-8828
ATTN: EPED C APEMAN DE



LEGAL DESCRIPTION: TRACT 235, 236 & 237, TOWN OF ATRISCO GRANT AIRPORT UNIT, FILED IN VOL. D, FOLIO 117 ON DECEMBER 5, 1944, AND TOGETHER WITH A VACATED PORTION OF 80TH STREET BETWEEN HANOVER ROAD NW AND I-040.

ENGINEER: ISAACSON & ARFMAN, P.A.
128 MONROE STREET NE
ALBUQUERQUE, NM 87108

SURVEYOR: ALDRICH LAND SURVEYING ATTN: TIM ALDRICH, NMPLS NO. 7719 (505) 884-1990

BENCHMARK: ACS "I-J9" LOCATED ON THE UNSER BLVD OVERPASS ON I-040 APPROXIMATELY 222 FT NORTH OF CENTERLINE OF I-040. ELEVATION: 5199.19

TBM: SAS MH RIM AT HANOVER ROAD AND 80TH STREET NW. ELEVATION: 5153.61

ZONING: RD (15 DU/AC MAX.)

PROPOSED: 94 SINGLE FAMILY RESIDENTIAL LOTS.

AREA: 16.52 AC.

FLOOD HAZARD: NO PART OF THIS DEVELOPMENT IS AFFECTED BY ANY FLOOD HAZARD DESIGNATIONS AS DETERMINED BY PANEL NO. 350002-0021 OF THE OCTOBER 14, 1983 EDITION OF THE F.E.M.A. MAPS.

LOCATION & DESCRIPTION: THE 16.52 ACRE SITE IS UNDEVELOPED AND UNDISTURBED LAND WITH TYPICAL WEST SIDE GROUND COVER OF SAGE AND NATIVE GRASSES. HANOVER ROAD NW BORDERING ON THE NORTH IS FULLY DEVELOPED WHILE THE WEST BLUFF DIVERSION CHANNEL TO THE SOUTH IS UNDEVELOPED. THE TWO ADJACENT TRACTS TO THE EAST AND WEST ARE ALSO UNDEVELOPED.

EXISTING CONDITIONS: THE SITE CONSISTS OF A SINGLE DRAINAGE BASIN HAVING STORM WATERS OVERLAND FLOW FROM THE NORTHWEST TO THE SOUTHEAST AT A 2.0% GRADE. HANOVER ROAD INTERCEPTS ALL OF THE OFFSITE FLOWS FROM THE NORTH AND NORTHWEST. THOSE STORM WATERS ARE CONVEYED TO THE EAST VIA STREET FLOW TO THE LAURALWOOD DRAINAGE MANAGEMENT AREA SITUATED AT THE NORTHWEST QUADRANT OF HANOVER ROAD AND 72ND ST. MINOR

OFFSITE FLOWS ENTER ONTO THE SUBJECT PROPERTY FROM THE WEST FROM A 5 ACRE DRAINAGE BASIN SOUTH OF HANOVER ROAD.

STORM WATERS GENERATED ONSITE CURRENTLY OVERLAND FLOW TO THE SOUTHEAST AND ENTER ONTO THE RIGHT-OF-WAY OF I-040. THOSE FLOWS ARE THEN ACCEPTED INTO AN EXISTING ARROYO/CHANNEL AND ARE ROUTED EASTERLY TO A SERIES OF BOX CULVERTS UNDER I-040.

HYDROLOGY (EXISTING CONDITIONS)

THE PROPOSED SUBDIVISION IS WITHIN THE BOUNDARIES OF PRECIPITATION ZONE NO. 1 (WEST OF RIO GRANDE BLVD.) AS SUCH THE P₃₆₀ (6 HR, 100-YEAR STORM) HAS A DEPTH OF 2.2 INCHES. THE DRAINAGE BASIN CONSISTS OF 16.5 ACRES OF VACANT AND UNDISTURBED LAND AND HAS A CORRESPONDING LAND TREATMENT "A" CLASSIFICATION.

- PEAK DISCHARGE (TC=12 MIN.) 100-YEAR, ZONE 1 (TABLE 9)=1.15 CFS/AC

TOTAL Q_P = QPA AA = (1.15 CFS/AC)(16.5 AC) = 19.0

PROPOSED IMPROVEMENTS: THE 94 LOT SUBDIVISION SHALL BE DESIGNED FOR STORM WATER RUNOFF FROM EACH LOT TO ENTER ONTO THE NEW PUBLIC STREETS. THE 28 AND 32 FACE-TO-FACE ROADWAYS WILL CONVEY THE SUBDIVISION STORM WATERS TO THE SOUTHEAST WHERE THEY WILL BE INTERCEPTED BY A SERIES OF TYPE "A" AND ONE TYPE "C" CATCH BASINS. THE 54 CFS OF STORM WATER FLOW IS THEN RELEASED INTO AN INTERIM STORM WATER RETENTION POND HAVING THE CAPACITY OF 83,000 CUBIC FEET. THE POND SHALL HAVE AN OVERFLOW AT GROUND LEVEL ALLOWING FOR THE POTENTIAL OF EXCESS STORM WATERS TO RELEASE ONTO THE HISTORICAL DRAINAGE ROUTE AS DESCRIBED IN THE EXISTING CONDITIONS.

ULTIMATELY, THE OUTFALL STORM DRAIN INTO THE TEMPORARY POND WILL BE REALIGNED AND EXTENDED TO THE SOUTH WHEN THE WEST BLUFF DIVERSION CHANNEL IS CONSTRUCTED BY AMAFCA. THIS MAJOR FACILITY IS PROGRAMMED TO BE CONSTRUCTED WITHIN THE NEXT SIX YEARS. AT THAT TIME, THE POND CAN BE RECLAIMED AND GRADED TO THE PLANNED GRADES AND UTILIZED AS THREE SINGLE FAMILY RESIDENTIAL LOTS.

HYDROLOGY (PROPOSED IMPROVEMENTS)

THE COMPLETED 94 LOT SUBDIVISION WILL HAVE TWO ONSITE DRAINAGE BASINS EXTENDING FROM HANOVER ROAD TO THE STORM DRAIN SYSTEM AT THE SOUTHEASTERLY CUL-DE-SAC. EACH BASIN MUST CONVEY A MAXIMUM OF 27 CFS OF STORM WATER FLOW VIA THEIR STREETS PRIOR TO THE ACCEPTANCE OF THE FLOWS BY THE STORM DRAIN. FROM PLATE 22.3, D-1 OF THE DPM, THE TWO STREETS HAVE THE FOLLOWING FLOW CHARACTERISTICS:

GRAYSON RD (EAST-WEST) Q = 27 CFS S = 2% D = 0.44 FT V = 4.1 FPSCRITICAL FLOW

TARRINGTON DR (NORTH-SOUTH)

Q = 27 CFS S = 0.6% D = 0.53 FT V = 2.9 FPS SUBCRITICAL FLOW

THE ANALYSIS FOR DETERMINING THE MAXIMUM PEAK DISCHARGE OF THESE BASINS ARE BASED ON LAND TREATMENTS AS FOLLOWS:

LAND TREATMENT	DEVELOPED	EXCESS PRECIPITATION
CLASSIFICATION	SUBD (AC)	CFS
A ·	0	1.15
\mathbf{B}	, 6.15	2.03
C	2.02	2.87
D	`8.35	4.37

FROM TABLE 9, EQUATION (A-10), DETERMINE TOTAL Q₁₀₀:

$$Q_{100} = Q_P B_{AB} + Q_P C_{AC} + Q_P D_{AD}$$

= (2.03 CFS/AC)(6.15 AC)+(2.87 CFS/AC)(2.02 AC)+(4.37 CFS/AC)(8.35 AC)

= 54.7 CFS

VOLUME OF RUNOFF (CU. FT.):

WEIGHTED E (EXCESS PRECIPITATION):

E = (0.67 IN/AC)(6.15) + (0.99 IN/AC)(2.02 AC) + (1.97 IN/AC)(8.35 AC)(16.5 AC)

= 1.37 INCHES

VOLUME = 1.37 INCHES (16.5 AC)(43,560 SF/AC) 12 IN/FT

= 82,056 CU. FT. (TEMPORARY POND REQUIRED VOLUME)

STORM DRAIN ANALYSIS

GRAYSON RD. AND TARRINGTON DR. SHALL EACH HAVE TWO TYPE 'A' CATCH BASINS LOCATED UPSTREAM OF THEIR INTERSECTION, ONE ON EACH SIDE OF THE STREET. FROM PLATE 22.3, D-5, THE FOLLOWING CATCH BASIN (GRATING) CAPACITIES ARE DERIVED:

TARRINGTON DR. (S = 0.6%, D = 0.44')

$$Q = 9 \text{ CFS} \times 2 \text{ (TYPE 'A')} = 18 \text{ CFS}$$

A TOTAL OF 40 CFS OF STREET STORM WATER FLOW IS REMOVED FROM THE SURFACE AND ACCEPTED INTO THE STORM DRAIN SYSTEM. THE CONNECTOR PIPES BETWEEN CATCH BASINS ARE SIZED AT 18" DIA. FROM THE SECOND CATCH BASIN TO THE MANHOLE WHERE THE STORM WATERS FROM EACH STREET CONVERGE IS SIZED AT 24" DIA. THE STORM DRAIN RUNNING SOUTH IN TARRINGTON DR. TO THE SOUTHERLY MANHOLE IS DESIGNED AT 30" DIA. WITH A 36" DIA. RCP DISCHARGING INTO THE POND.

APPENDIX

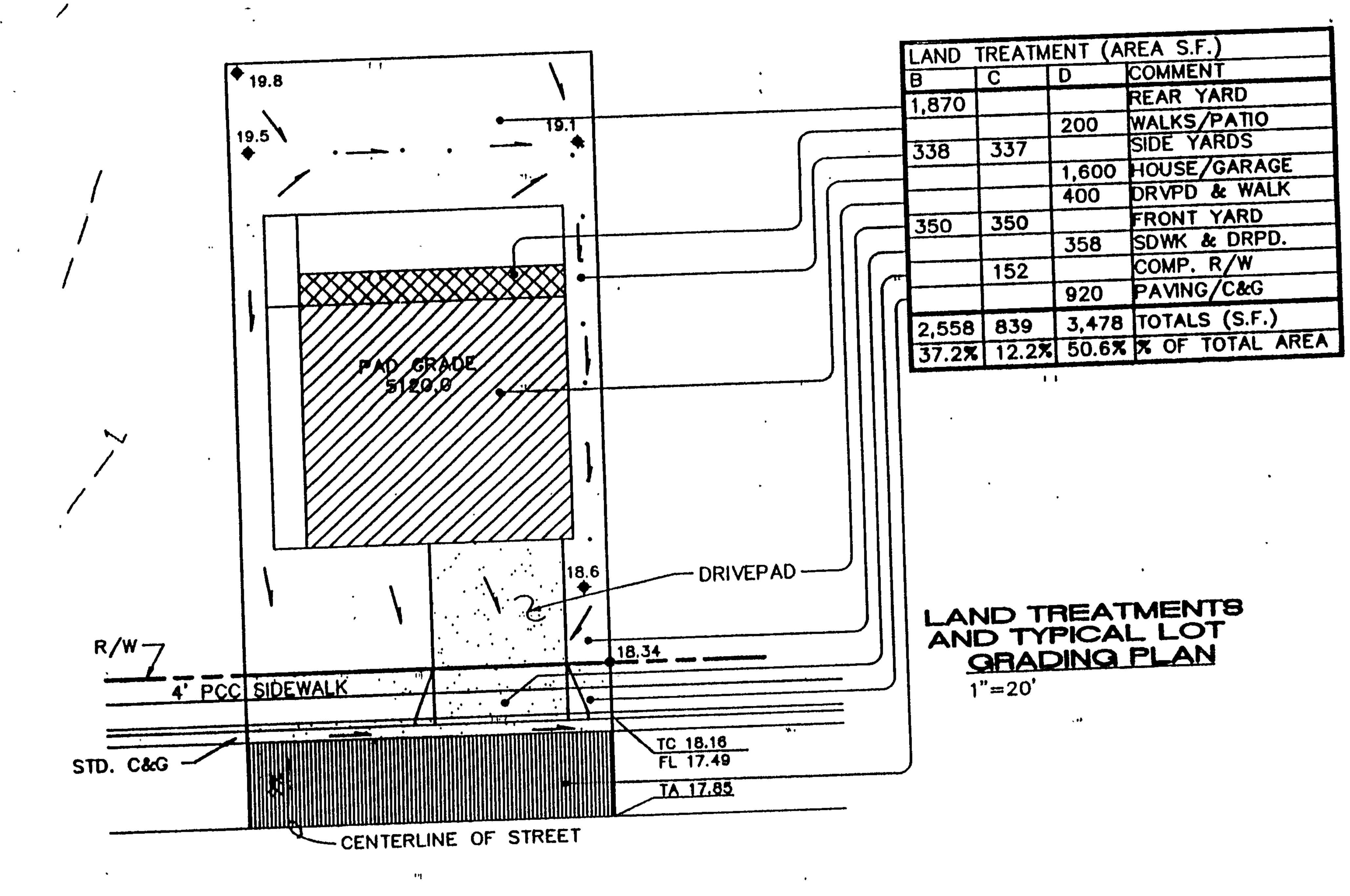
TYPICAL LOT--GRADING PLAN & LAND TREATMENTS

REAR LOT PONDING GRADING PLAN

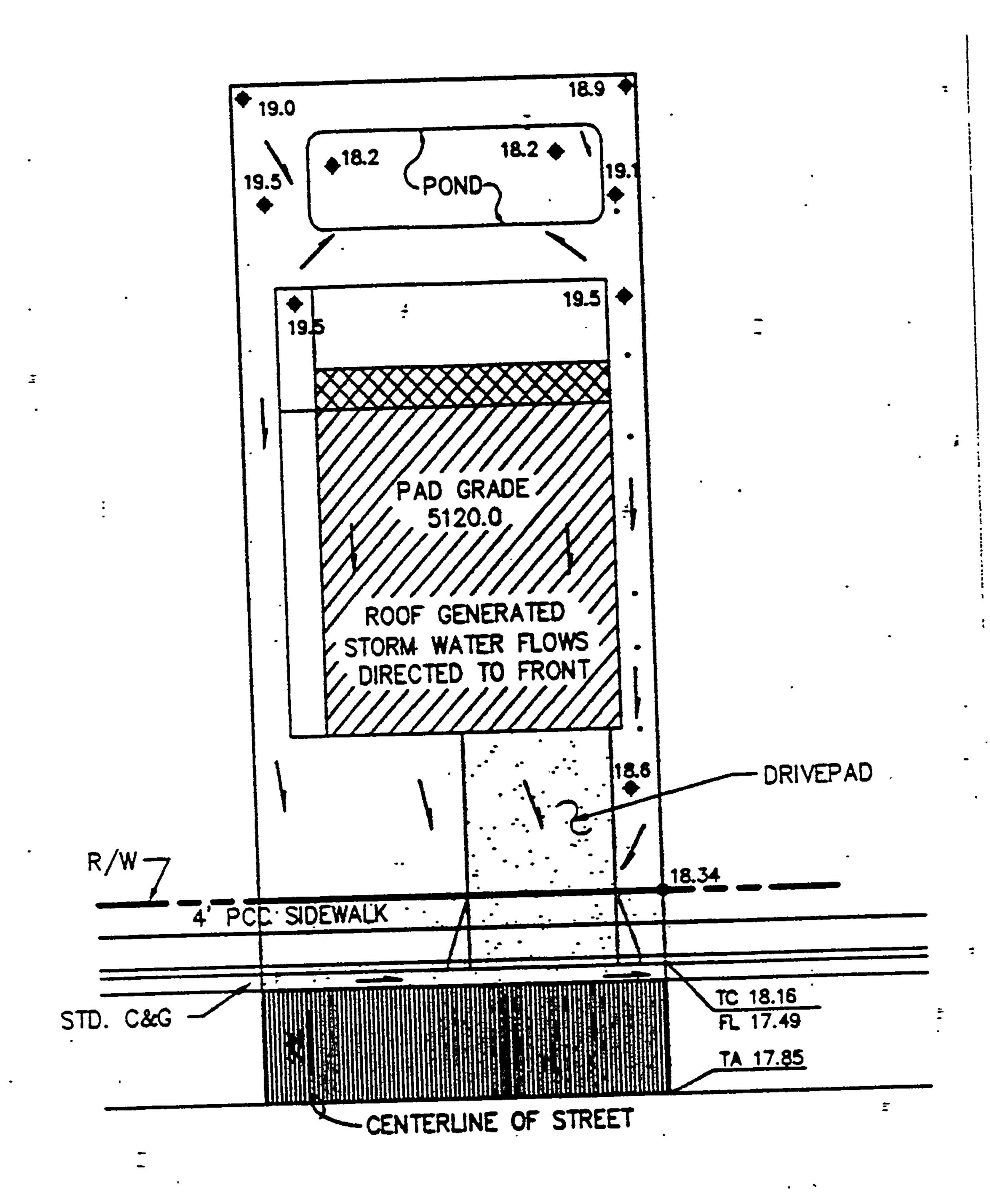
STREET CAPACITY--PLATE 22.3, D-1

GRATING CAPACITIES--PLATE 22.3, D-5

GRATING CAPACITIES--PLATE 22.3; D-6



/

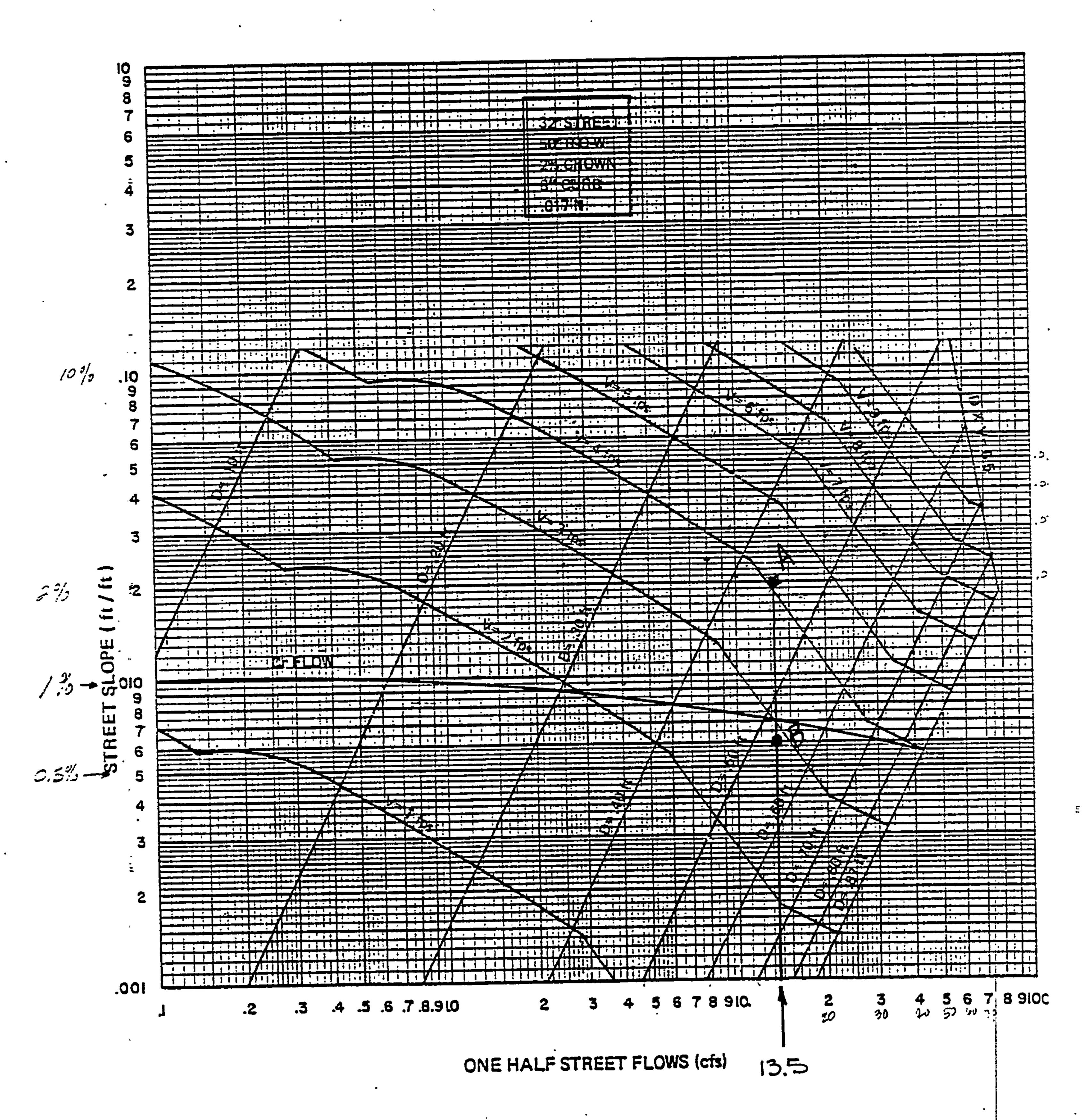


TYPICAL LOT GRADING WITH
PEAR YARD PONDING

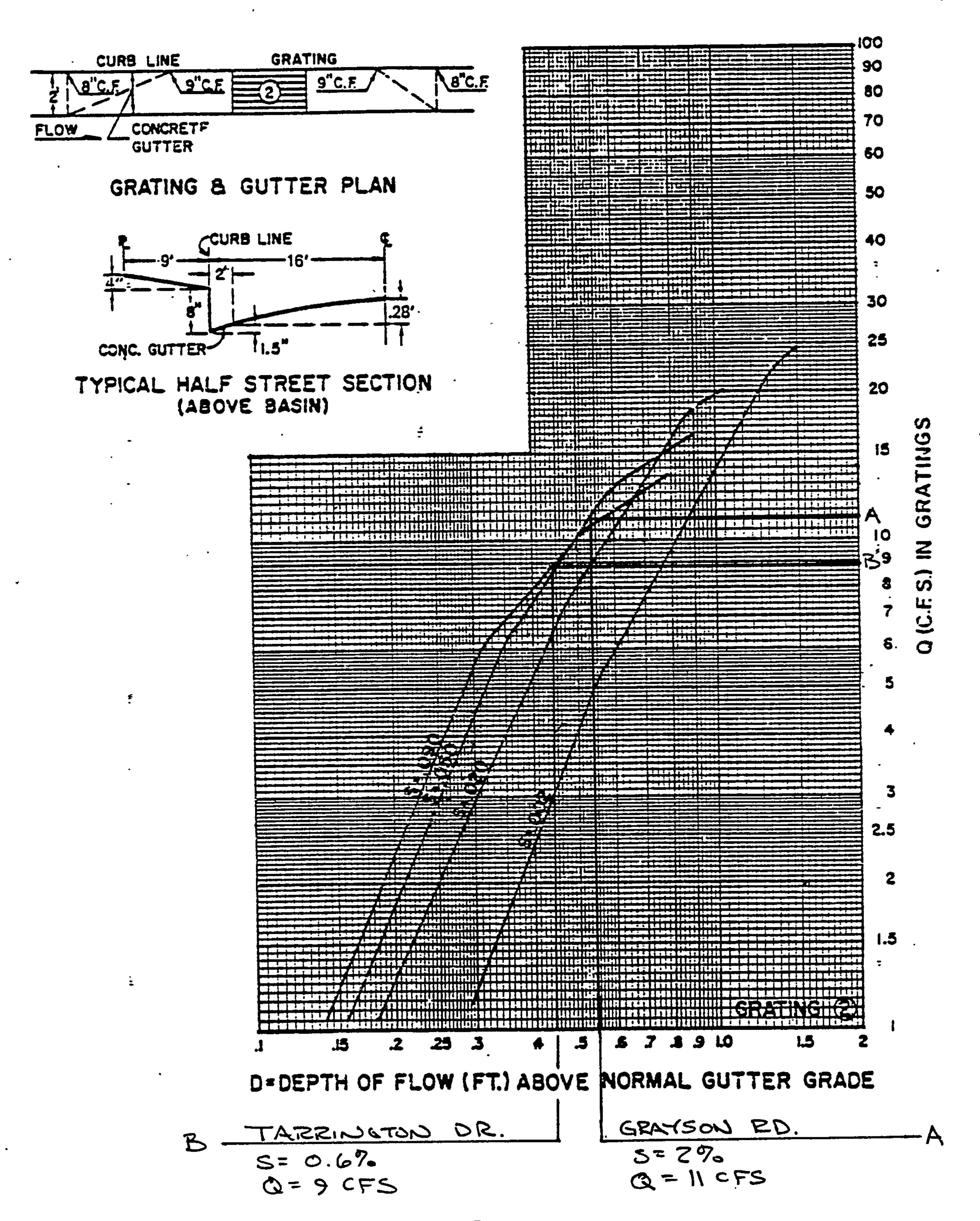
1"=20"

A. GRAYSON RD.

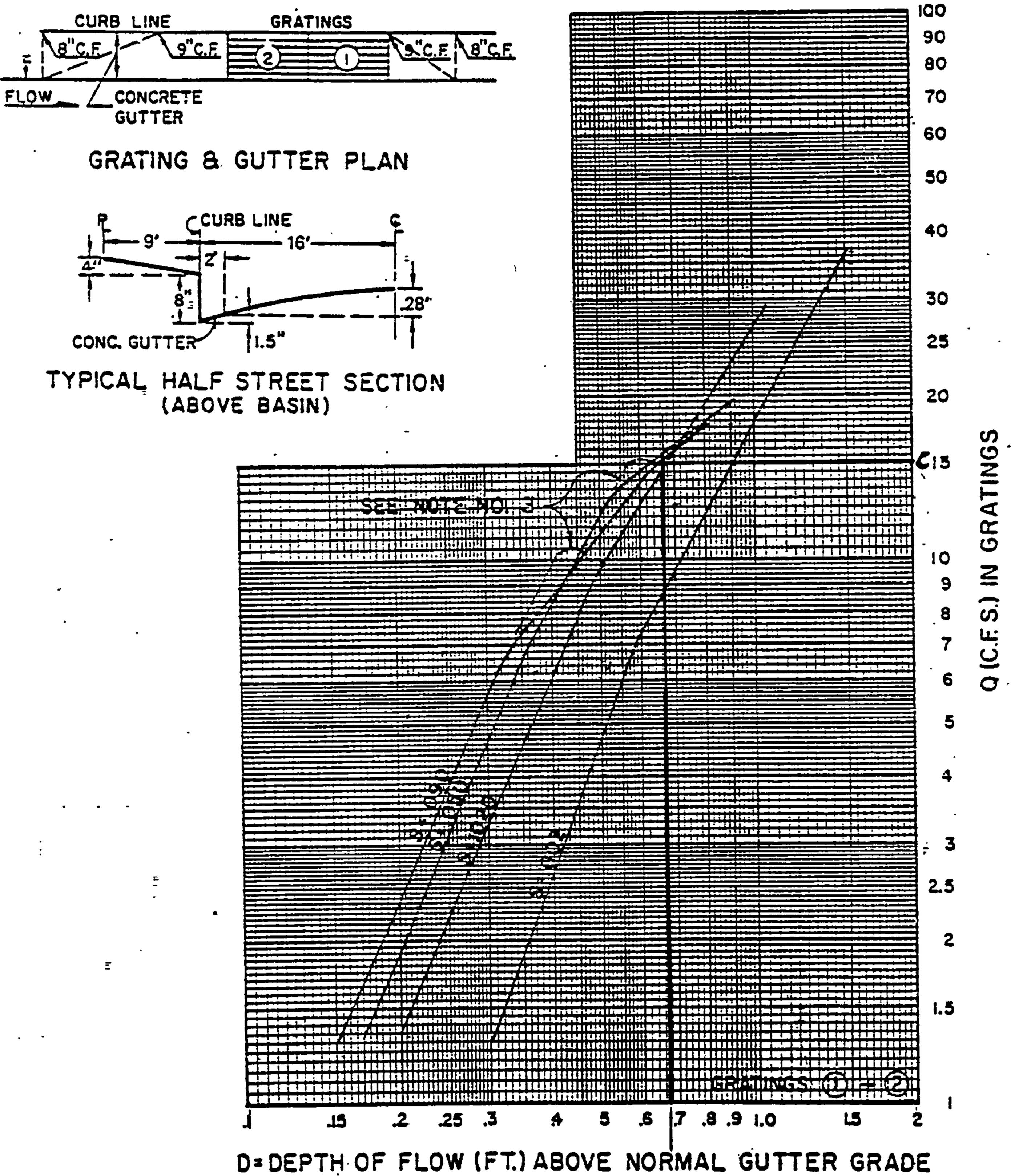
B. TARRINGTON DR. STREET CAPACITY



GRATING CAPACITIES FOR TYPE 'A', 'C' and'D'



REV. 3-83



DUUBLE"C" @ END OF CUL-DE-SAC

aregin = 14 efs

QCAP = 15 cF5 - 01<.

CITY OF ALBUQUERQUE



November 9, 2006

Fred Arfman, PE
Isaacson & Arfman
128 Monroe NE
Albuquerque, NM 87108

Re: Chamisa Encantada Pond Reclamation Grading Plan Certification Engineer's Stamp dated 10-04-06, (J10/D15)

Dear Mr. Arfman,

Based upon the information provided in your submittal dated 11-8-06, the above referenced site is approved for Final Plat signoff by City Engineer.

P.O. Box 1293

If you have any questions, you can contact me at 924-3986.

Albuquerque

New Mexico 87103

www.cabq.gov

C: file

Sincerely,

Bradley L. Bingham, PE

Principal Engineer, Planning Dept.

Development and Building Services

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: CHANISA ENCANTADA TE	AZONE MAP/DRG. FILE #: 1-10/15
DRB #:EPC#:	WORK ORDER#:/
LEGAL DESCRIPTION: TRIF CAMESA CONCERNING CITY ADDRESS:	ATADA
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM	CONTACT: FRED C. AREMAN PHONE: (505) 268-8828 ZIP CODE: 87108
OWNER: SIGNATURE HOMES, INC. ADDRESS: GROW KEFFERSON ST., STE. CITY, STATE: ABO. NM	CONTACT: MIKE MARRA- PHONE: 727-1100 ZIP CODE: 77109
ARCHITECT: \(\alpha \) \(\beta \) ADDRESS: \(\text{CITY, STATE:} \)	CONTACT: PHONE: ZIP CODE:
SURVEYOR: ALDRICH LAND SURVEYING ADDRESS ALOG MONTGONERY BLUD CITY, STATE: ABG. NM	CONTACT: [im ADPICA] PHONE: 884-1990 ZIP CODE: 7156
CONTRACTOR: T. P. D. ADDRESS: CITY, STATE:	CONTACT:PHONE:ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT DRAINAGE PLAN 1 st SUBMITTAL, REQUIRES TCL or equal DRAINAGE PLAN RESUBMITTAL CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMP/LOMP TRAFFIC CIRCULATION LAYOUT (TCL) ENGINEERS CERTIFICATION (TCL) ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN) OTHER () COC 4)	SIA / FINANCIAL GUARANTEE RELEASE PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY (PERM.) CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL WORK ORDER APPROVAL OTHER (SPECIFY)
WAS A PRE-DESIGN CONFERENCE ATTENDED: YES NO COPY PROVIDED 1(-08.04)	D
DATE SUBMITTED: Oto 16 OF BY: FRE	DC. HREMAN

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

- 1. Conceptual Grading and Drainage Plan: Required for approval of Sile Development Plans greater than five (5) acres and Sector Plans.
- 2. Drainage Plans: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
- 3. Drainage Report: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

All the Barre

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: CHANISA ENCAUTADA, TR. DRB#:EPC#:EPC#:	AZONE MAP/DRG. FILE #:
LEGAL DESCRIPTION: TRIF CAMISA ENCE	LTADA
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM	CONTACT: FRED C. AREMAN PHONE: (505) 268-8828 ZIP CODE: 87108
OWNER: SIGNATURE HOMES, TWO. ADDRESS: GREEZSON ST., STER	CONTACT: MIKE LINCEAL PHONE: 727-1100 ZIP CODE: 77/09
ARCHITECT: ADDRESS: CITY, STATE:	CONTACT: PHONE: ZIP CODE:,,
SURVEYOR: HUDRICH AND SIRVERING ADDRESS CITY, STATE: ARGAIN NM	CONTACT: (in 7(13) 2-16) A PHONE: 784(14) A CODE: 7710 A CODE:
CONTRACTOR: () ADDRESS: CITY, STATE:	CONTACT:PHONE:ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT DRAINAGE PLAN 1 st SUBMITTAL, REQUIRES TCL or equal DRAINAGE PLAN RESUBMITTAL CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) ENGINEERS CERTIFICATION (TCL) ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN) OTHER (> COG 4)	SIA / FINANCIAL GUARANTEE RELEASE PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL UILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY (PERM:) CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL WORK ORDER APPROVAL OTHER (SPECIFIC E © © © © ©
WAS A PRE-DESIGN CONFERENCE ATTENDED: YES NO COPY PROVIDED	OCT 0 4 2006
10-04-06	HYDROLOGY SECTION
DATE SUBMITTED: - COCO BY: FREE	SC. HREMAN
Requests for approvals of Sito Dovolopment Diagrams Van Out, it is	

Hequests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

- 1. Conceptual Grading and Drainage Plan: Required for approval of Sile Development Plans greater than five (5) acres and Sector Plans.
- 2. Drainage Plans: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
- 3. Drainage Report: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

(REV. 1/28/20	03rd)
	· () 5
PROJECT TITLE: CHANSA ENCASTADA,	ZAZONE MAR/DRO EILE # 1 1 (1)
DRB #:EPC#:	WORK ORDER#:
LEGAL DESCRIPTION: TO LANCE A LANCE A	
CITY ADDRESS: TO THE CONTRACT OF THE CONTRACT	ATADA.
	}
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE	CONTACT: 1-1350 C. 182511.
CITY, STATE: Albuquerque, NM	PHONE: (505) 268-8828
	ZIP CODE: 87108
OWNER: SIGNATURE JHONES, INC.	CONTACT: MIKE LIACEA-
ADDRESS: (3500) EFFERSON ST. STE	PHONE: 32%-1100
	ZIP CODE: 7/09
ARCHITECT:)/A	CONTACT:
ADDRESS:	PHONE:
CITY, STATE:	ZIP CODE:
SURVEYOR: ALDRICH LAND SIRVESPICE	
SURVEYOR: ALDRICH LAND SIRVERING ADDRESS LIPCT LIUNTGON SON BRUD	CONTACT: (In Australia
CITY, STATE: -C-C- NM	ZIP CODE: (27) 50
CONTRACTOR.	
CONTRACTOR: 1 + F), ADDRESS:	CONTACT:
CITY, STATE:	PHONE:
	ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT .	
DRAINAGE PLAN 1 st SUBMITTAL, REQUIRES TCL or equal	SIA / FINANCIAL GUARANTEE RELEASE
DRAINAGE PLAN RESUBMITTAL	PRELIMINARY PLAT APPROVAL
CONCEPTUAL GRADING & DRAINAGE PLAN	S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
GRADING PLAN	SECTOR PLAN APPROVAL
EROSION CONTROL PLAN FNGINEER'S CERTIFICATION (LIVEROL COV)	FINAL PLAT APPROVAL
ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMR/LOMR	FOUNDATION PERMIT APPROVAL
TRAFFIC CIRCULATION LAYOUT (TCL)	BUILDING PERMIT APPROVAL
ENGINEERS CERTIFICATION (TCL)	CERTIFICATE OF OCCUPANCY (PERM.)
ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)	CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL
OTHER (20064)	PAVING PERMIT APPROVAL
1	WORK ORDER APPROVAL
	OTHER (SPECIEY)
•	
VAS A PRE-DESIGN CONFERENCE ATTENDED:	
YES	OCT 04 2006
NO COPY PROVIDED	
	HYDROLOGY SECTION
0.6.22.06	TOLOIV
NATE SUBMITTED: OCO BY: FRE	C. PFMi)
Requests for approvals of Site Development Plans and/or Subdivision	on Plats shall be accompanied by a drainage submilla

DRAINAGE AND TRANSPORTATION INFORMATION SHEET....

The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

- 1. Conceptual Grading and Drainage Plan: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
- 2. Drainage Plans: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
- 3. Drainage Report: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

CITY OF ALBUQUERQUE



July 17, 2006

Fred C. Arfman, P.E. Isaacson & Arfman, P.A. 128 Monroe St. NE Albuquerque, NM 87108

Re: Chamisa Encantada Grading and Drainage Plan Engineer's Stamp dated 6-15-06 (J10/D15)

Dear Mr. Arfman,

P.O. Box 1293

Based upon the information provided in your submittal dated 6-22-06, the above referenced plan is approved for Preliminary Plat and Final Plat action by the DRB. The above referenced submittal is also approved for Grading Permit and SO19 Permit.

Albuquerque

A separate permit is required for construction within City R/W. A copy of this approval letter must be on hand when applying for the excavation permit.

New Mexico 87103

Prior to Final Plat Signoff by the City Engineer, please submit certification of the grading plan and certification of the connection to the AMAFCA system.

www.cabq.gov

If you have any questions, you can contact me at 924-3695.

Sincerely,

Curtis A. Cherne E.I.

Engineering Associate, Planning Dept.

Development and Building Services

BUD

C: file

Antoinette Baldonado, Excavation and Barricading Edward Elwell, Street/Storm Drain Maintenance

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: CHANISA ENCAUTADA, TO DRB#:	ZONE MAP/DRG. FILE #:
LEGAL DESCRIPTION: TRIL CAMISA ENC	WORK ORDER#:
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM	CONTACT: 1-RSD C (-RE-17) A PHONE: (505) 268-8828 ZIP CODE: 87108
OWNER: SIGNATURE THOMES, INC. ADDRESS: GROW LEFFERSON ST., STE. CITY, STATE: ABSON NAM	CONTACT: MIKE MARCAL PHONE: 727/09 ZIP CODE: 77/09
ARCHITECT: DA ADDRESS: CITY, STATE:	CONTACT:PHONE:
SURVEYOR: ALDRICH LAND SURVEYING ADDRESS GLOCY MONTGONERY BUID CITY, STATE: ABG. NM	ZIP CODE: CONTACT: / 15) Project PHONE:
CONTRACTOR: T. P. D. ADDRESS: CITY, STATE:	ZIP CODE: Zib G CONTACT: PHONE: ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT DRAINAGE PLAN 1 ^{SI} SUBMITTAL, REQUIRES TCL or equal DRAINAGE PLAN RESUBMITTAL CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN (PESUBMITTAL ENGING PLAN (PESUBMITTAL ENGING PLAN (PESUBMITTAL ENGING PLAN (PESUBMITTAL ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) ENGINEERS CERTIFICATION (TCL) ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN) OTHER (PESUBMITTAL, REQUIRES TCL or equal	SIA / FINANCIAL GUARANTEE RELEASE PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY (PERM.) CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL WORK ORDER APPROVAL OTHER (SPECIFY) 50 19
WAS A PRE-DESIGN CONFERENCE ATTENDED: YES NO COPY PROVIDED	D
06.22-06	HYDROLOGY SECTION
DATE SUBMITTED: OLD BY: FRES	SC. HREMAN
Reguests for approvals of Sito Dovolopmont Diana and in Outsite to	

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

- 1. Conceptual Grading and Drainage Plan: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
- 2. Drainage Plans: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
- 3. Drainage Report: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: CHAMISA ENCAUTADA, TOPORB #:EPC#:	ZONE MAP/DRG. FILE #: 1-10/D[5] WORK ORDER#:
LEGAL DESCRIPTION: TRIA CARMISA ENC	
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM	CONTACT: FRED C. ARETURN PHONE: (505) 268-8828 ZIP CODE: 87108
OWNER: SIGNATURE THOMES, INC. ADDRESS: GROW FEFERSON ST. STE CITY, STATE: ABO, NM	CONTACT: MIKE MARCA- PHONE: 77/09 ZIP CODE: 77/09
ARCHITECT: ADDRESS: CITY, STATE:	CONTACT:PHONE:ZIP CODE:
SURVEYOR: ALDRICH LAND SURVERING ADDRESS ALOCA MONTGONERY BUID CITY, STATE: ABG: NM	CONTACT: (12 705) RICHATIONE: 784 - 16790 ZIP CODE: 7056
CONTRACTOR: T.B.D. ADDRESS:CITY, STATE:	CONTACT:PHONE:ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT DRAINAGE PLAN 1st SUBMITTAL REQUIRES TCL or equal DRAINAGE PLAN RESUBMITTAL CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) ENGINEERS CERTIFICATION (TCL) ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN) OTHER	SIA / FINANCIAL GUARANTEE RELEASE PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY (PERM.) CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL WORK ORDER APPROVAL OTHER (SPECIFY)
WAS A PRE-DESIGN CONFERENCE ATTENDED: YES NO COPY PROVIDED	D 国 区 国 D JUN 1 6 2006 HYDROLOGY SECTION
DATE SUBMITTED: OLONGO BY: FRES	SC. FRANS
Requests for approvals of Site Development Plans and/or Subdivision The particular nature, location and scope of the proposed development of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by more of the following levels of submitted many by the following levels of the proposed development and submitted many by the following levels of the proposed development and submitted many by the following levels of the proposed development and submitted many by the following levels of the proposed development and submitted many by the following levels of the proposed development and the proposed development and the following levels of the proposed development and the proposed develop	n Plats shall be accompanied by a drainage submittal. One or

2. Drainage Plans: Required for building permits, grading permits, paving permits and site plans less than five (5) acres. 3. Drainage Report: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or

1. Conceptual Grading and Drainage Plan: Required for approval of Site Development Plans greater than five

more.

more of the following levels of submittal may be required based on the following:

(5) acres and Sector Plans.

ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE Scott M. McGee, PE

March 7, 1995

Mr. Fred Aguirre, P.E.
Hydrology Division/P.W.D.
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Chamisa Encantada Subdivision

(J10-D15)

Dear Fred:

The drainage solution for Chamisa Encantada called for a temporary onsite retention pond. The pond was sized to handle the 100-year, 6-hour runoff volume for the ultimate home build-out. We now offer three points of consideration of why the 100-year, 6-hour volume should be used to size the temporary pond versus the 100-year, 10-day volume.

- 1. The pond is temporary with no possibility of flooding or damaging downstream properties. If the pond reaches the maximum ponding capacity, the overflow would simply exit the southerly edge of the ground level spillway and be conveyed via the historical drainage pattern within the NMSH&TD right-of-way.
- 2. An additional 1,200 cu. ft. of storm water retention capacity is added to the 83,000 cu. ft. capacity when considering the volume of the storm drain itself. While this is only an increase of 1.5% additional capacity, it should still be considered.
- 3. The A.M.A.F.C.A. Project Schedule-1995 found attached calls for the I-40 diversion, Phase I, CBC-Coors to Estancia to start construction in 1996. Phase II Channel from Estancia to 98th Street to start in 1997. The Phase II portion is the section of open channel which will ultimately accept the developed storm water flows from the

MAK - 8 7355

Mr. Fred Aguirre, P.E. March 7, 1995 Page 2

subdivision. The following table compares the A.M.A.F.C.A. schedule to the subdivision build-out projection:

Year	Dwelling Unit/ Subdivision Build-Out	I-40 Channel Schedule
95	Infra. Design & Const.	
96	20% Build-Out	Phase I - Start
97	40% Build-Out	Phase II - Start
98	100% Build-Out	Phase II - Finish

This simple comparison of home construction versus channel construction shows the maximum 100% developed storm water volumes won't be achieved until the year 1998. That is the same as the completion of Phase II of the I-40 channel.

Therefore, based on the information supplied herein, we request that your Division accept the retention pond as designed as adequate for the short-term temporary situation.

As always, the owner/developer is very anxious to start this subdivision. Please advise prior to our March 14th DRB hearing of our final plat.

Very truly yours,

ISAACSON & ARFMAN, P.A.

Fred C. Arfman, P.E.

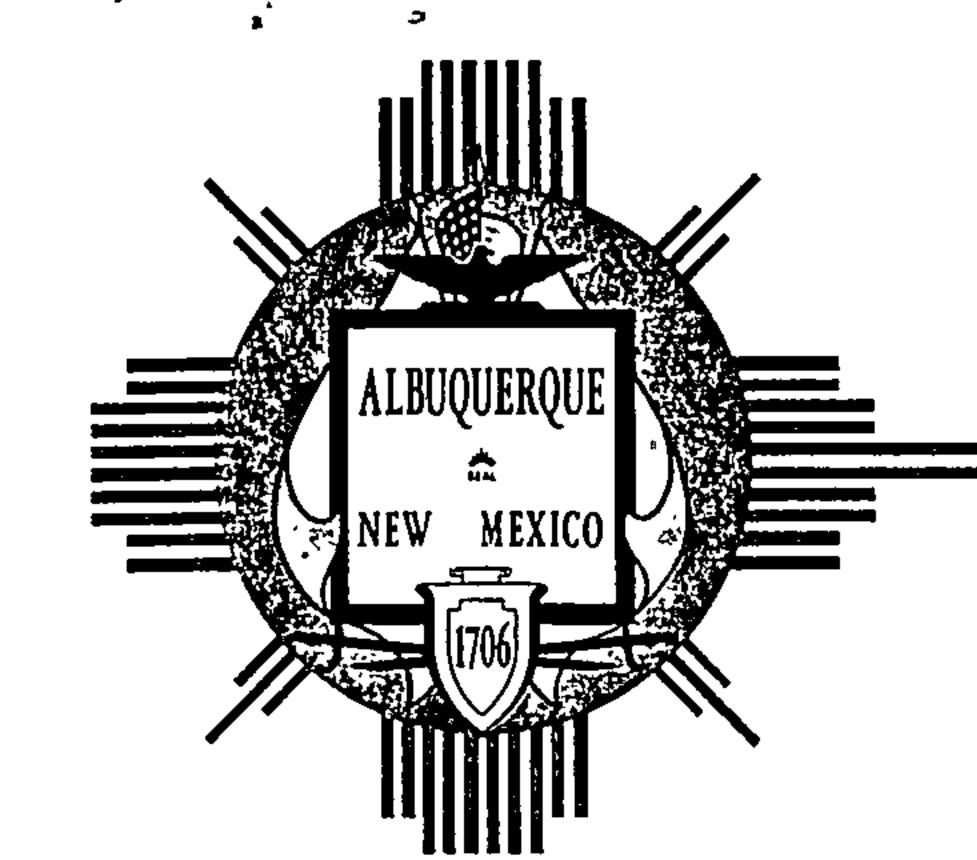
FCA/rtl

Attachment

MAR - 8 325

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CHAMISA ENCANTADA ZON	TE ATLAS/DRNG. FILE #: 1-10/2/5
DRB #: 94-280 EPC #:	WORK ORDER #:
LEGAL DESCRIPTION: TRACTS 235,236 \$23	7. Town OF ATRISCO GRANT, A. RPORT UN
CITY ADDRESS: MND A PORTION OF	
ENGINEERING FIRM: ISAACSON FARFNAN, P.	¥
ADDRESS: 128 MONROE ST. NE.	PHONE: 268-8858
OWNER: SIGNATURE J DEVELOPMENT	
ADDRESS: 7007 WOMING, STE E-1	PHONE: 858-1100
ARCHITECT: NA	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: <u>Alorich Land Surveying</u>	CONTACT: TIM ALDRICH
ADDRESS:	PHONE: 884-1990
CONTRACTOR: N/A	CONTACT:
ADDRESS:	PHONE:
•	
TYPE OF SUBMITTAL: CHEC	IX TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT	SKETCH PLAT APPROVAL
	PRELIMINARY PLAT APPROVAL
	S. DEV. PLAN FOR SUB'D. APPROVAL
	S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
EROSION CONTROL PLAN	SECTOR PLAN APPROVAL
ENGINEER'S CERTIFICATION X	FINAL PLAT APPROVAL
OTHER	FOUNDATION PERMIT APPROVAL
	BUILDING PERMIT APPROVAL:
PRE-DESIGN MEETING:	CERTIFICATE OF OCCUPANCY APPROVAL
X YES	GRADING PERMIT APPROVAL
NO	PAVING PERMIT APPROVAL
	S.A.D. DRAINAGE REPORT
• • • • • • • • • • • • • • • • • • •	DRAINAGE REQUIREMENTS
· <u>×</u>	OTHER WORK ORDER (SPECIFY)
DATE SUBMITTED: Nov. 30, 1994 BY: FRED C. ARFMAN, P. E. FOZ: ISAACSON & ARFMAN, P.	DEC - 2 1994



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 22, 1994

Fred Arfman Isaacson & Arfman 128 Monroe St. NE Albuquerque, NM 87108

RE: DRAINAGE PLAN FOR CHAMISA ENCANTADA (J10-D15) ENGINEER'S STAMP DATED 11/30/94.

Dear Mr. Arfman:

Based on the information provided on your December 2, 1994 submittal, the above referenced site is approved for Preliminary Plat.

Please be advised that prior to Final Plat, Grading, & Work Order approval, the following must be addressed:

- Variance from having to provide the V₁₀ ponding for the proposed site must be qualified with the following:
 - a. Time frame from AMAFCA for construction of the West Bluff Diversion Channel.
 - b. Impact of the 5 acres of off-site flows being rerouted onto the I-40 Right-of-Way.
 - c. Condition of the existing outfall towards the series of box culverts under I-40.
 - d. The likelihood and consequence of a failure.
 - e. The acceptance of maintenance responsibilities and legal liability.
- 2. Water block or hydrualics to determine depth of flow on Hanover & 80th.
- 3. Construction plan indicates a "B" inlet @ the end of the Cul-de-Sac @ Tarrington. Please change to type "C" inlet.
- 4. Maintenance agreement for pond.
- 5. Right-of-Way identified on plan drawing.

Fred Arfman Page 2

6. Copy of Infrastructure list.

Additional ponding capacity will need to be addressed if the variance is not granted.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Bernie J. Montoya, CE Engineering Associate

BJM/dl

c: Andrew Garcia File

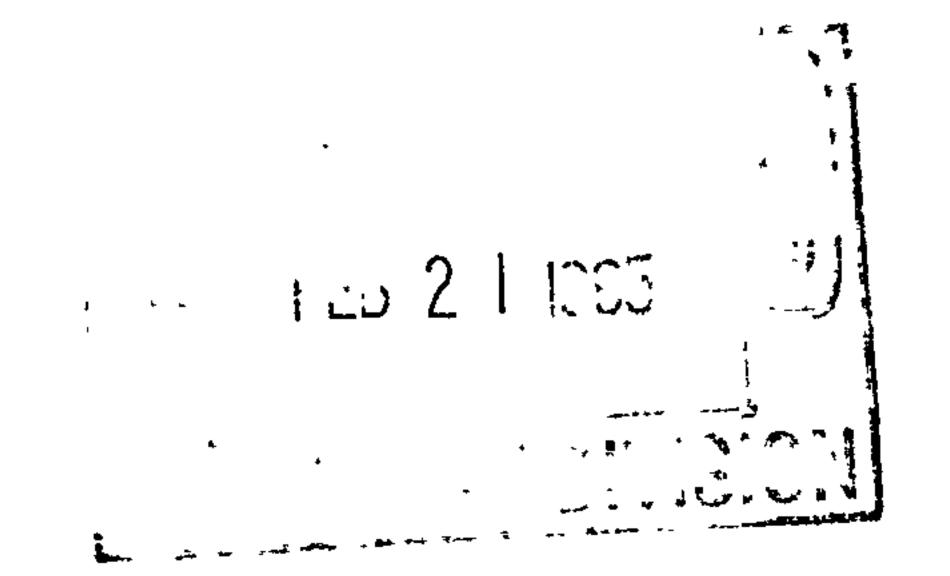
ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE Scott M. McGee, PE

February 13, 1995

Mr. Bernie Montoya Hydrology Division/PWD City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103



RE: Chamisa Encantada Subdivision

Dear Mr. Montoya:

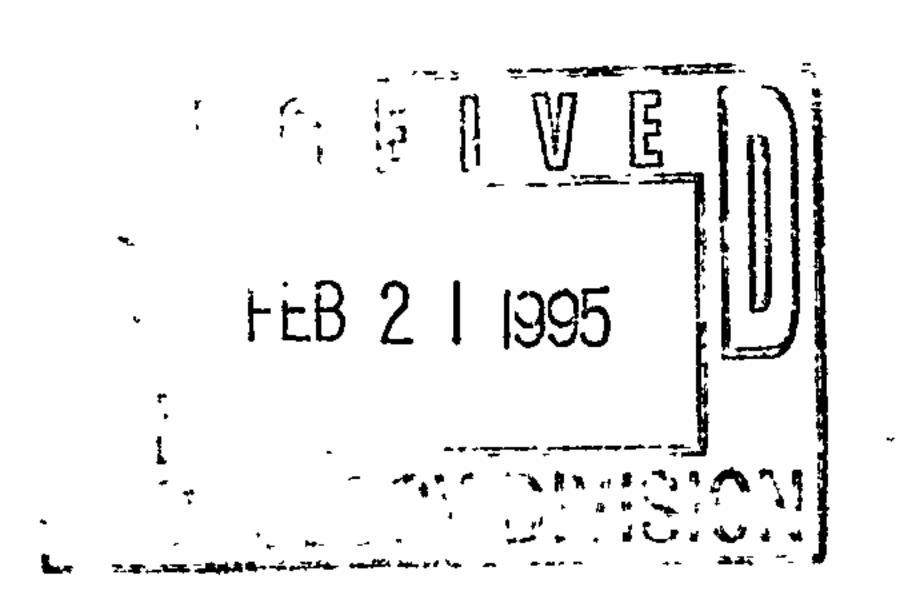
This letter is written in response to Hydrology's comments dated December 22, 1994 concerning the referenced project. Below is an item by item address to your concerns about the development.

- 1. Variance from having to provide the V_{10} ponding for the proposed site must be qualified with the following:
 - a. Time frame from AMAFCA for construction of the West Bluff Diversion Channel.
 - b. Impact of the 5 acres of off-site flows being rerouted onto the I-40 Right-of-Way.
 - c. Condition of the existing outfall towards the series of box culverts under I-40.
 - d. The likelihood and consequence of a failure.
 - e. The acceptance of maintenance responsibilities and legal liability.

From a phone conversation with AMAFCA on February 9, 1995 I was informed that the time frame for construction of the West Bluff Diversion Channel is 5 to 6 years.

The 5 acres of off-site flows being diverted around the development to the I-40 Right-of-Way will have no impact because this is the drainage pattern of the area as it exists today.

Mr. Bernie Montoya February 13, 1995 Page 2



As for the "condition of the existing outfall towards the series of box culverts under I-40", there really isn't a defined outfall per say as there has been no "gathering device" for the flows other than gullies or small arroyos. The temporary retention pond will help with this situation because it eliminates, (until the channel is built), a large area that drains to the culverts.

Failure of the pond is unlikely but if it were to occur, the emergency spillway on the south side of the pond will drain the pond to unpopulated areas south of the development and to the box culverts at I-40. All three sides of the pond that are adjacent to the subdivision are sufficiently higher than the spillway so flooding of the project will not occur.

The developer accepts responsibility of maintenance and liability of the pond with execution of the attached agreement.

2. Water block or hydraulics to determine depth of flow on Hanover and 80th.

An 8" water block is designed for 80th Street as shown in the paving plan and profile for 80th Street in the construction plan set.

3. Construction plan indicates a "B" inlet at the end of the Cul-de-Sac at Tarrington. Please change to Type "C" inlet.

The inlet has been changed on both the utility plan and profile and the grading plan sheet.

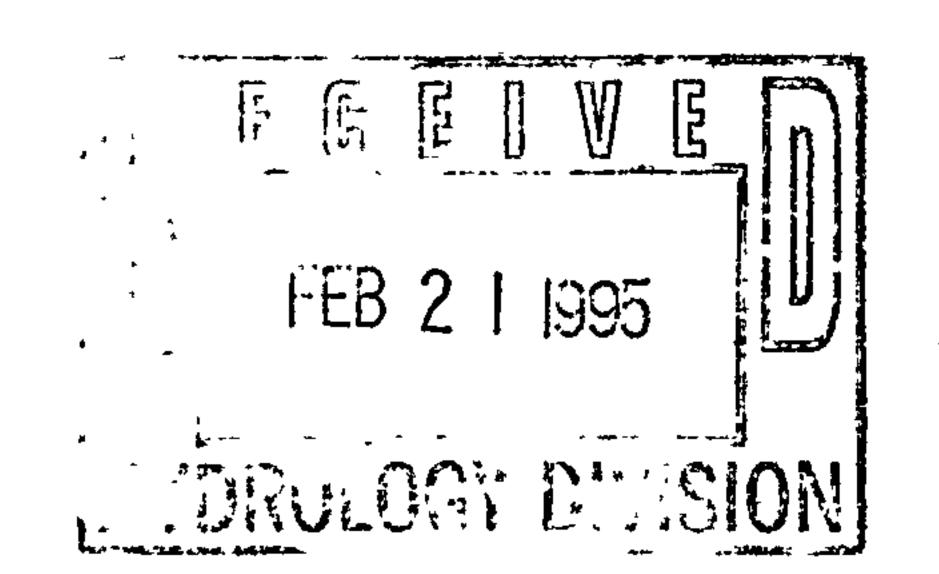
4. Maintenance agreement for pond.

As mentioned above, an agreement will be executed that assigns responsibility of the temporary pond to the developer.

5. Right-of-Way identified on plan drawing.

Right-of-way widths have been added to both the grading plan and the paving plan and profile sheets.

Mr. Bernie Montoya February 13, 1995 Page 3



6. Provide an infrastructure list.

An approved infrastructure list was included in the DRC submittal that was made on 2/10/95.

If I can be of any more assistance, please do not hesitate to call me at 268-8828.

Very truly yours,

Jud Lee

JL/rtl

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CHAMISA ENCANTADA	ZONE ATLAS/DRNG. FILE #: 1-10/11/5
$RPC = 9\Delta - 780$ $RPC # \cdot$	WORK ORDER #:/
TEGIT DESCRIPTION: TRACTS 235, 236	= 237, Town OF ATRISCO GRANT, AIRPORT UN
CITY ADDRESS: MUD A PORTION	OF VACATED (PENDING) 80 9h ST
ENGINEERING FIRM: ISAACSON ARFMA	D, P.A. CONTACT: FRED C. AREMAN
ADDRESS: 128 MONROE ST. NE	
OWNER: SIGNATURE J DEVELOPM	ENT CONTACT: GREF TICKARD
ADDRESS: 7007 WOMING STE	E-7 PHONE: 828-1100
ARCHITECT: NA	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: ALORICH LAND SURVE	TING CONTACT: TIM ALDRICH
· ADDRESS:	PHONE: 884-1990
CONTRACTOR: NIA	CONTACT:
ADDRESS:	PHONE:
TYPE OF SUBMITTAL: DRAINAGE REPORT DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN K GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION OTHER, Letter responding to COA comments	CHECK TYPE OF APPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL
PRE-DESIGN MEETING:	CERTIFICATE OF OCCUPANCY APPROVAL
X YES	X GRADING PERMIT APPROVAL
NO	PAVING PERMIT APPROVAL
COPY PROVIDED	S.A.D. DRAINAGE REPORT
	DRAINAGE REQUIREMENTS
DATE SUBMITTED: 2-21-95 BY: FRED C. ARFMANI	YDROLOGY DIVISION
FOZ: ISAACSON & ARFNAN	



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 1, 1995

Fred Arfman Isaacson & Arfman 128 Monroe St. NE Albuquerque, NM 87108

RE: REVISED DRAINAGE PLAN FOR CHAMISA ENCANTADA (J10-d15) REVISION DATE 2/14/95.

Dear Mr. Arfman:

Based on the information provided on your February 21, 1995 resubmittal, listed are some concerns that will need to be addressed prior to final plat, grading and work order approval.

- Because of the time span identified by AMAFCA we will require that the V_{10} ponding requirement be implemented prior to final approval. Please revise plan and report to indicate.
- 2. Executed agreement and covenant. See attached revised document.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Bernie J. Montoya, CE Engineering Associate

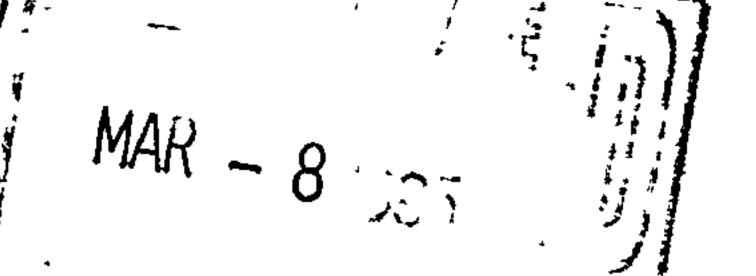
BJM/dl

c: Andrew Garcia File>

ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY-PROJECT SCHEDULE 1995

Page 1

	PROJECT TITLE AND DESCRIPTION	STATUS	EST. COST	POTENTIAL FUNDING SOURCES	95	96	97	98	99
1	San Antonio Arroyo, Coors Blvd to Rio Grande. (arroyo lining and bosque outfall)	In Design Const. 9/95	1,800,000	AMAFCA 900K City 900K Landowners ROW	X	X			
2	Piedras Marcadas DMP Revision	Partly done RFP 2/95	150,000	AMAFCA	X				
3	Unser Diversion Channel/Atrisco Business Park (Pending CLOMR)	In Design Const. 3/95	900,000	AMAFCA 800K Landowners 100K + ROW	X				
4	FEMA Mapping, Selected Areas	In Progress	450,000	AMAFCA, County 210K, FEMA 240K	X				
5	North Domingo Baca Channel east of Tramway (lined channel)	In Design Const. 10/95	500,000	AMAFCA 400K, County 100K	X	X			
6	AMAFCA Dam Filling Notification System	In Design Constr. 3/95	300,000	AMAFCA	X				
7)	Wyoming Storm Drain	In Design Const. 3/95	300,000	AMAFCA 200K Private 100K	X				
8	Airport Arroyo/Sunport Boulevard	In Design Const. 9/95	400,000	AMAFCA 200K, City 200K	X	X			
9	I-40 Diversion DMP	RFP 3 /95	400,000	AMAFCA	X	X			
10	La Cueva/Camino DMP	RFP 1/95	400,000	AMAFCA	X	X			
11	Amole DMP	RFP 1/95	400,000	AMAFCA	X	X			
(12)	Calabacillas Arroyo Prudent Line Restudy	RFP 1/95	200,000	AMAFCA	X	X			



ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY-PROJECT SCHEDULE 1995

	PROJECT TITLE AND DESCRIPTION	STATUS	COST.	POTENTIAL FUNDING SOURCES	95	96	97	98	99
13	NAA Drainage and Transportation Study	RFP 3/95	500,000	County 250K AMAFCA 250K	X	X			
14	Calabacillas Arroyo Levee Rehab, Coors to Rio Grande	RFP 2/95	600,000	AMAFCA		X			
15	Coors/La Orilla Drainage Improvements	In Planning	600,000	AMAFCA/County/ Landowners	X	X	X		
	Mc Coy Dam Diversion Channels - ROW Acquisition	Underway	1,500,000	AMAFCA	X	X	X		
17)	Stadium Boulevard Outfall to SDC	In Design	1,600,000	City 1,300,000 AMAFCA 300,000	X	X			
18)	I-40 Diversion ROW Acquisition	Underway	1,000,000	AMAFCA 700K City 300K	X	X			
	SW Valley Pond ROW Acquisition	Underway	600,000	AMAFCA 300K County 300K	X				
	North Diversion Channel Sediment Disposal/EPA Pond ROW Acquisition	Underway	800,000	AMAFCA	X			•	
21	Sandia Foothills Watershed Treatment	Ongoing	400,000	City/AMAFCA/Fed	X	X	X	X	X
22	Pino-Tramway Dam Emergency Plan	RFP 8/95	125,000	AMAFCA		X			
	North Diversion Channel Upgrades	RI-P 3/95	400,000	AMAFCA		X			
	I-40 Diversion Ph I CBC - Coors to Estancia	Prelim. Designed RFP 4/95	2,700,000	AMAFCA		X			
25)	Don Felipe Watershed DMP	RFP 11/95	200,000	AMAFCA/County		X	X		
26	Modify Alameda Outlet of NDC MAR _ 8	COE Design	2,000,000	COE 1,500K AMAFCA 500K		X	X		

Page 3

ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY-PROJECT SCHEDULE 1995

	PROJECT TITLE AND DESCRIPTION	STATUS	COST.	POTENTIAL FUNDING SOURCES	95	96	97	98	99
27	Cabezon Channel Modifications	RFP 6/95	500,000	'AMAFCA/City		X	X		
(28)	Raymac DMP		200,000	AMAFCA/County	•		X	X	
29)	I-40 Diversion Ph II Channel - From Estancia to 98th		3,000,000	AMAFCA			X	X	
30	Calabacillas Arroyo Drop Structures Phll		2,000,000	AMAFCA			X	X	X
(31)	Amole Dams ROW Acquisition	-	1,000,000	AMAFCA			X		
(32)	Piedras Marcadas Phase I: Western Diversion to Calabacillas		2,000,000	AMAFCA/Landowner			X	X	•
33	Borrega Diversion Modifications		1,000,000	AMAFCA	<u>.</u>		X	X	
34	Ladera Dams Modifications		500,000	AMAFCA			X	X	
(35)	North Domingo Baca Dam Spillway Widening		200,000	AMAFCA			X		
(36)	Amole Dams		3,000,000	AMAFCA			X		
37	Gun Club Road Drainage Improvements		1,000,000	County/AMAFCA				X	
38	La Cueva Arroyo, East of Louisiana		2,000.000	AMAFCA/Landowners				X	
39	Vineyard Arroyo - Reach 4		400,000	AMAFCA				X	X
(40)	Piedras Marcadas Phase II - Lyons Diversion to Calabacillas	-	2,000,000	AMAFCA/ City				X	
41)	Snow Vista Channel Phase I Upgrade - Sage to Amole Dam		2,000,000	AMAFCA				X	
(42)	I-40 Diversion Ph III Ladera and Amole Connections		3,000,000	AMAFCA/Landowners				X	X

DELINAGE INFORMATION SHEET

PROJECT TITLE: CHAMISA ENCANTADA Z	ONE ATLAS/DRNG. FILE #: J-10/4/5
\bigcirc \land \bigcirc \bigcirc \frown	WORK ORDER # *
DRB #: 74-260 EPC #: LEGAL DESCRIPTION: TRACTS 235,236 = 2	37. Towo = ATRISCO GRANT, AREST UNI
CITY ADDRESS: AND A PORTION OF	・イトン・ニョー・ラー・シー・イン・イン・イン・イン・イン・ハー・イン・ハー・ハー・ハー・ハー・ハー・ハー・ハー・ハー・ハー・イン・イン・ハー・イン・ハー・イン・ハー・イン・ハー・イン・ハー・イン・ハー・イン・ハー・イン・イン・イン・イン・イン・イン・イン・イン・イン・イン・イン・イン・イン・
ENGINEERING FIRM: ISAACSON HARFNAN,	
ADDRESS: 127 MONROE ST. NE.	PHONE: 267-8723
OWNER: SIGNATURE DEVELOPMEN	T CONTACT: (PRIFF TICKARD)
ADDRESS: 7007 (2) (3:11) (3:11) (5) E-	-7 BHOME: 355-1100.
ARCHITECT: N/A	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: ALORICH LAND SURVEYOR	NG CONTACT: TIM ALDRICH
ADDRESS:	PHONE:
CONTRACTOR: NI/A	CONTACT:
ADDRESS:	PHONE:
DRAINAGE REPORT DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION	HECK TYPE OF APPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL
PRE-DESIGN MEETING:	CERTIFICATE OF OCCUPANCY APPROVAL X GRADING PERMIT APPROVAL
X YES	PAVING PERMIT APPROVAL
170	S.A.D. DRAINAGE REPORT
COPY PROVIDED	DRAINAGE REQUIREMENTS
DATE SUBMITTED: MARCH 8, 1999 BY: FRED C. MREMAN, P TSAACSON & ARFMAN,	X OTHER COOR ORCER (SPECIFY) MAR - 8 1995 PA

DI NAGE INFORMATION SHEET

PROJECT TITLE: CHAMISA ENCANTADA DRB #: 94-280 EPC #: LEGAL DESCRIPTION: TRACTS 235,236	WORK ORDER #:
·	_ · · · ·
CITY ADDRESS: AND A PORTION	
ENGINEERING FIRM: ISAACSON FARFNAN	J. Y. 4. CONTACT: FRED C. ARENAN
	PHONE: 267-8723
OWNER: SIGNATURE J DEVELOPME	ENT CONTACT: GREF PICKARD
ADDRESS: 7007 WYONING STEE	=-1 PHONE: 828- 1100.
ARCHITECT: N/A	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: ALORICH LAND SURVEY	
SURVEYOR: MACORICIA WAND OUNTEY	
ADDRESS:	PHONE: 264-1990
CONTRACTOR: 11/A	CONTACT:
ADDRESS:	PHONE:
DRAINAGE REPORT X DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION OTHER PRE-DESIGN MEETING: X YES NO COPY PROVIDED	CHECK TYPE OF APPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL CERTIFICATE OF OCCUPANCY APPROVAL GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL S.A.D. DRAINAGE REPORT DRAINAGE REQUIREMENTS X OTHER CORL OROSIL (SPECIFY)
DATE SUBMITTED: MARCH \$, 199: BY: FRED C. ARFMAN, P FOZ: ISAACSON & ARFMAN,	S MAR 23 TOTAL



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 28, 1995

Fred Arfman Isaacson & Arfman 128 Monroe St. NE Albuquerque, NM 87108

RE: REVISED DRAINAGE PLAN FOR CHAMISA ENCANTADA (J10-D15)

REVISION DATED 3/14/95 W.O. 5155.90.

Dear Mr. Arfman:

Based on the information provided on your March 23, 1995 submittal, the above referenced site is approved for Final Plat, Grading and Work Order Permit.

Please revise the D.R.C. work order plan to reflect the approved hydrology plans dated 3/14/95.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Bernie J. Montoya, CE Engineering Associate

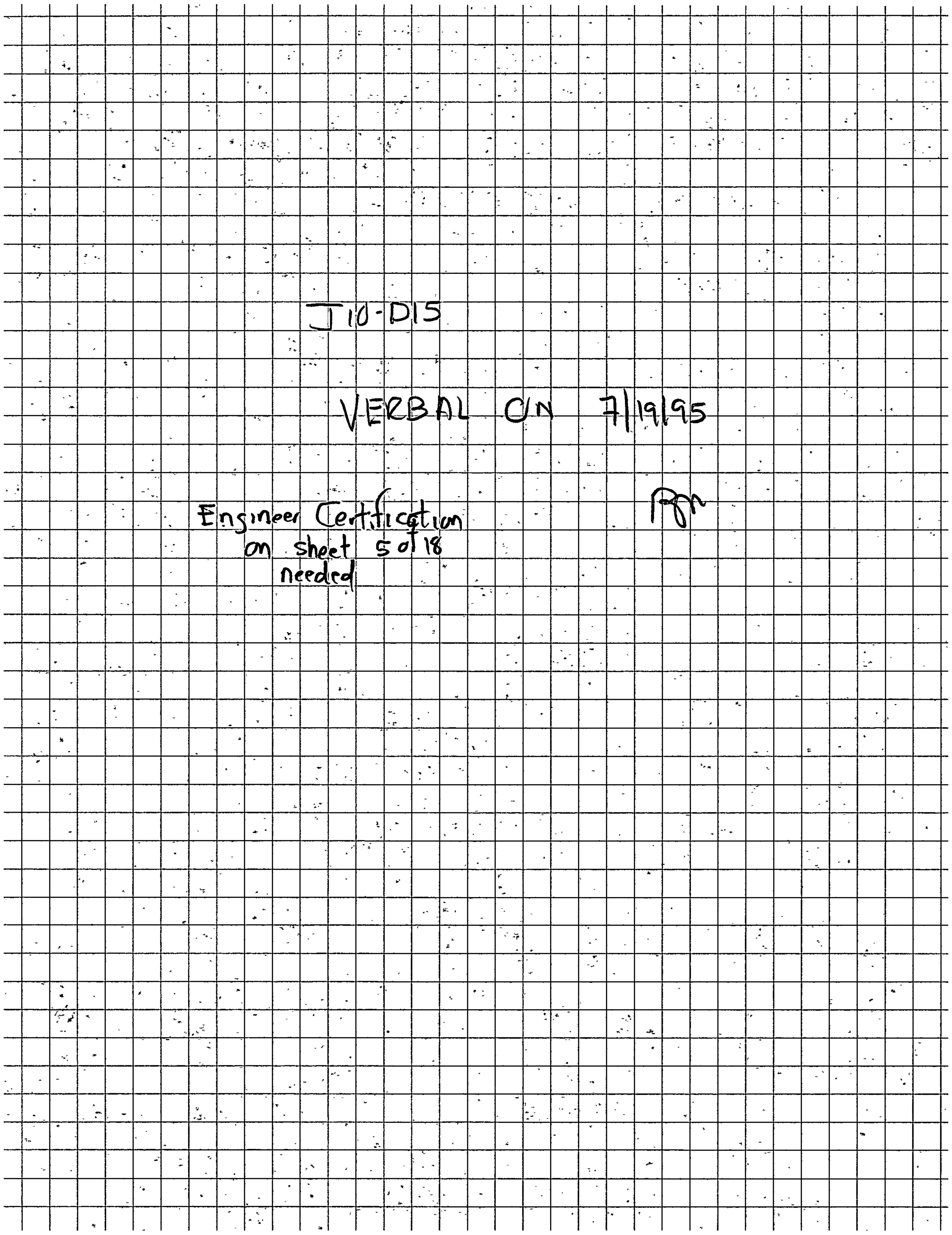
BJM/dl

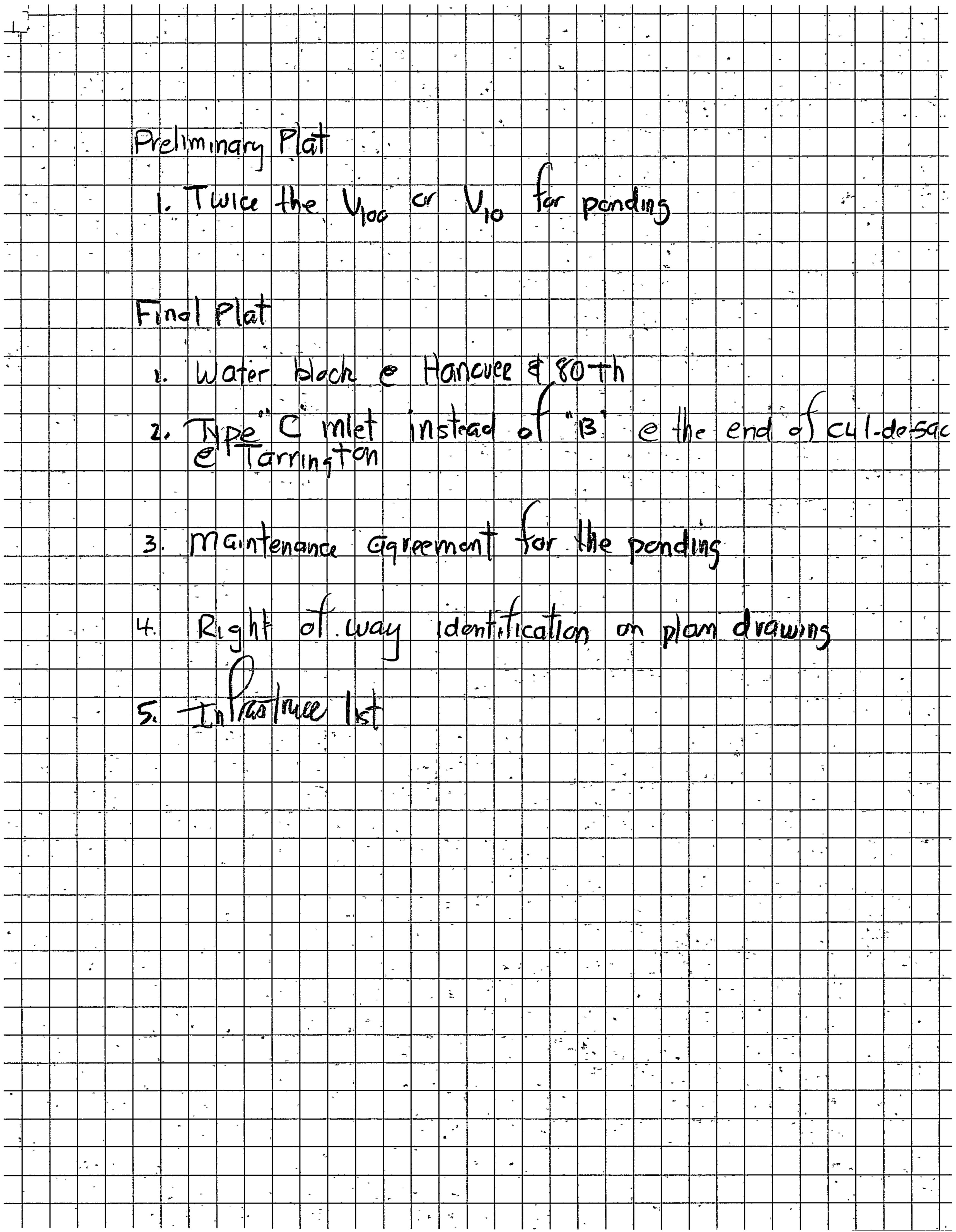
c: Andrew Garcia

File

DRAINAGE INFORMATION SHEET

PROJECT TITLE: CHAMISA ENCANTADA	ZONE ATLAS/DRNG. FILE #: 1-10/D/
$\frac{1}{2} \frac{1}{2} \frac{1}$	WORK ORDER #:
LEGAL DESCRIPTION: TRACTS 235,234	237, TOWN OF ATRISCO GRANT, UNITE
CITY ADDRESS:	
ENGINEERING FIRM: ISAACSON FARFIAN	PA CONTACT: FRED C. ARFMAN
ADDRESS: 128 MONROE ST. N	
OWNER: SIGNATURE) Homes IN	$CONTACT: \int GF (1)A7500$
OWNER:	D
ADDRESS: 7007 WYOMING BLID. N	
ARCHITECT: NA	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: ALDRICH LAND SRVEGI	NG CONTACT: JIM ALDRICH
-ADDRESS:	PHONE: 884 - 1996
CONTRACTOR: SPARLING CONST.	CONTACT: PAT WYUE
	PHONE:
ADDRESS:	
· · · · · · · · · · · · · · · · · · ·	HECK TYPE OF APPROVAL SOUGHT:
TITE OF CODITION	SKETCH PLAT APPROVAL
DRAINAGE REPORT	- PRELIMINARY PLAT APPROVAL
DRAINAGE PLAN	
	S. DEV. PLAN FOR SUB'D. APPROVAL
GRADING PLAN	S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
EROSION CONTROL PLAN	SECTOR PLAN APPROVAL
ENGINEER'S CERTIFICATION	FINAL PLAT APPROVAL
OTHER	FOUNDATION PERMIT APPROVAL
	BUILDING PERMIT APPROVAL
PRE-DESIGN MEETING:	CERTIFICATE OF OCCUPANCY APPROVAL
YES	GRADING PERMIT APPROVAL
NO	PAVING PERMIT APPROVAL
COPY PROVIDED	S.A.D. DRAINAGE REPORT
	DRAINAGE REQUIREMENTS
VERBAL: 7/19/95	OTHER APPROVAC (SPECIFY)
Sheet 5 of 18 Meed 5 Certification Statement	
DATE SUBMITTED:	JUN 2 9 1995
BY: FRED C. HREMAN	
FOZ: ISAACSON & ARA	man, P.A





Chamisa Encantada Subdivision

DRB Case No. 94-280

DRC Project No.: 5/55-90

Date Submitted: 12-15-94 Prelim. Plat Approved: Prelim. Plat Expires:

FIGURE 12 EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT AGREEMENT

DEVELOPMENT REVIEW BOARD REQUIRED INFRASTRUCTURE LISTING

DRB 94-280

TRACTS 235, 236, AND 237, TOWN OF ATRISCO GRANT, AIRPORT UNIT BEING REPLATED AS

CHAMISA ENCANTADA SUBDIVISION

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development. This summary is not necessarily a complete listing. During the design process, if the City determines that appurtenant items have not been included in the summary, those items will be included in the listing and related financial guarantee, if the items normally are Subdivider responsibility. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility are the responsibility of the Subdivider and will be included in the financial guarantee provided by the City.

SIZE	IMPROVEMENT	LOCATION	FROM	TO
24' Out/20' In w/4' MED	Res. Paving	80th Street :	Hanover Road -	· .
STD	Curb & Gutter (E. & W.)	•••	•• ••	_ 11
4'	*PCC Sidewalk	•• • • • • • • • • • • • • • • • • • •	41	
8"	Waterline	T•		••
4'	PCC Sidewalk (south side)	Hanover Road	West PL-Lot 7	East PL-Lot 49
32'	Res. Paving	Springwood Road	Duskfire Drive	Tarrington Drive
STD	Curb & Gutter (N. & S.)	- · · · · · · · · · · · · · · · · · · ·	••	••
4'	*PCC Sidewalk	••	••	**
8" · '	Sanitary Sewer	••	••	**
8"	Waterline	41	80th St. INT.	
6"	Waterline	+1	••	Duskfire Drive
32'	Res. Paving	Duskfire Drive	Springwood Road	Grayson Road
STD	Curb & Gutter (E. & W.)	*	••	•••
4'	*PCC Sidewalk	-	91	•••
8"	Sanitary Sewer	••	••	••
6 "	Waterline	**	**	••

SIZE	IMPROVEMENT	LOCATION	FROM	TO
<u> </u>				
32'	Res. Paving	Tarrington Drive	Springwood Road	South Terminus
STD	Curb & Gutter			*
	(E. & W.)			40
4'	*PCC Sidewalk	***		' , , , , , , , , , , , , , , , , , , ,
· · 8"	Sanitary Sewer	••••••••••••••••••••••••••••••••••••••		TS+ 10" @ So DI
8"	Waterline			Exst. 18" @ So. PL Grayson Road
. 24-30"	Storm Drain w/	• • • • • • • • • • • • • • • • • • •	South Terminus	Grayson Road
SIZETS BE Deter Opc.	Appurtenances TEMP. POBLIC RE	T-PONP		
28'	Res. Paving	Havenwood Road	Duskfire Drive	Tarrington Drive
STD	Curb & Gutter	4.	•	<i>*</i>
*	(N. & S.)	99	•	••
4'	*PCC Sidewalk	••		. ••
` 4 "	Waterline	**		• • • • • • • • • • • • • • • • • • • •
* 8"	Sanitary Sewer			
28'	Res. Paving	Baybrook Road		Tarrington Drive
STD	Curb & Gutter	••		**
•	(N. & S.) `··	•		
4'	*PCC Sidewalk	**		_ *** **
4"	Waterline	94	•	••
8"	Sanitary Sewer	41	•••	,
28'	Res. Paving	Grayson Road	Duskfire Drive	Tarrington Drive
STD	Curb & Gutter	•••		••
	. (N. & S.)			40
4'	*PCC Sidewalk	••	· · · · · · · · · · · · · · · · · · ·	•1
· 8"	Sanitary Sewer	41	. •••	Vac. 80th Street
6"	Waterline	•••		vac. outil Sueet
8"	Sanitary/Sewer	20' SAS Esm't	North End of Tarrington Drive	Hanover Road @ West Prop. Line

MISCELLANEOUS

Street lighting per DPM.

Grading & Drainage: Certification per DPM (prior to release of financial guarantees). To include private perimeter and retaining walls as required on the approved Grading Plan.

Sidewalks to be deferred

All water to include fire hydrants, valves, and appurtenances per DPM.

Temporary storm water retention pond on Tract A, Block A with perimeter fence.

^{**}Concrete drainage rundown as per Grading/Drainage Plan (if required)

Fred C. Arfman, P.E.) Isaacson & Arfman, P.A.	Date:
***** ***** ***** ***** ***** ***** ****	*** **** **** **** **** **
Development Review Board Men	nber Approval
-16 Jours	12.20-94
Transportation Development	Date:
Robert W. Rane	12-20-04
Utility Development	Date:
12 destant	12/20/94
Parks & General Services	Date:
Ful / Cagin	12-20-94
City Engineer/AMAFCA	Date:
Lad Coul	12-20-99
DRB Chairman	Date:

AGREEMENT AND COVENANT

This agreement and covenant, between the City of Albuquerque, New Mexico ("City") and Signiture J Development, Inc.

is made in Albuquerque, New Mexico and is entered into as of the date of recording this agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at Chamisa Encantada Subdivision, in Albuquerque, New Mexico, and more particularly described as:

Tract 235, 236, and 237, Town of Atrisco Grant, Airport Unit together with a vacated portion of 80th Street between Hanover Road NW and Interstate 40.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

Tract A.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A temporary earthen drainage pond at the southeast corner of the subdivision identified as Tract A.

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this agreement.

city Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The user promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.



3/20/95

TO:

Bernie Montoya, COA Hydrology

FROM: Jud Lee, Isaacson & Arfman, P.A.

REF:

Chamisa Encantada

PROJ NO: 803

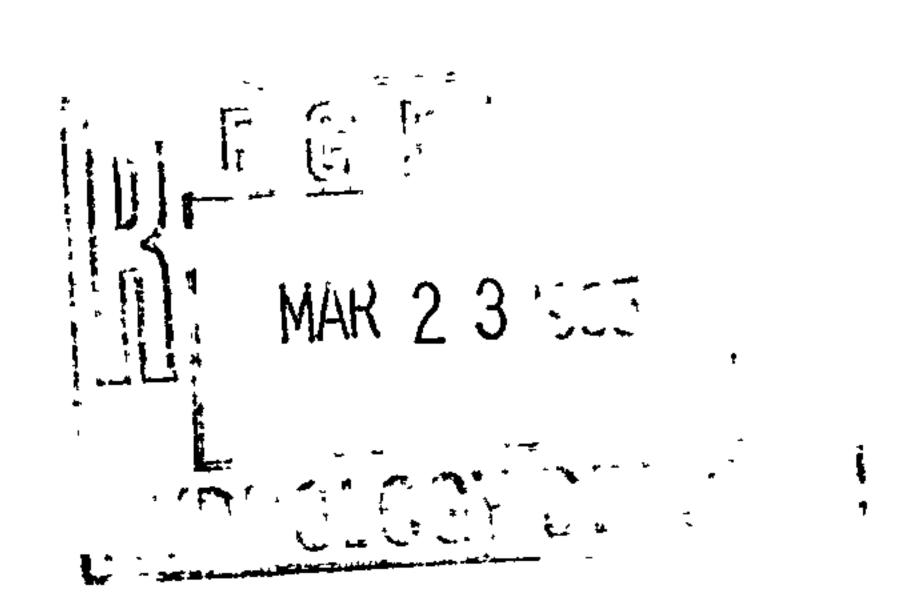
SUBJ:

Storm Drain Revision

The last 69' of storm drain for the above project was increased to 36" to reflect a DRB requirement from Fred Aguirre. In addition another Type 'C' Double Grate inlet was designed for the cul-de-sac. The above actions produce the following hydraulics:

The Q_{100} for the subdivision is 54 cfs. Two times this amount is 108 cfs. A 36" RCP at s = 1.71% under $2\frac{1}{2}$ ' of pressure head has a capacity of 109.2 cfs.

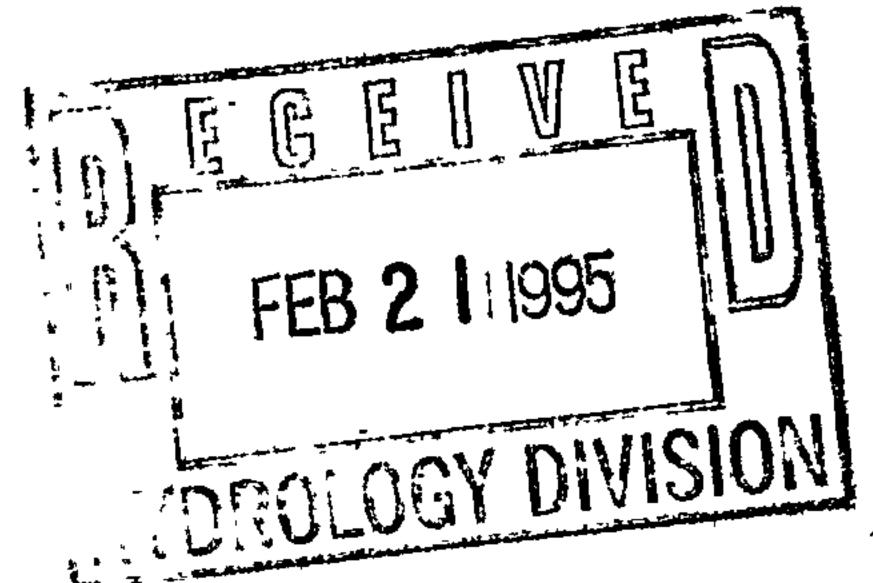
The flow remaining in the street at the cul-de-sac is 14 cfs. Two times this is 28 cfs. The double 'C' inlets have a capacity of 15 cfs each for 30 cfs total.



- 3. User's responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required removing the Improvement, all in accordance with standards required by the City and attached as Exhibit B. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.
- 4. <u>Use of the Improvement</u>. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.
- 5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 60 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.
- 6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.
- 7. Cancellation of Agreement and Release of Covenant. This agreement may be cancelled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.
- 8. <u>Condemnation</u>. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

- 9. Assessment. Nothing in this agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.
- 10. Notice. For purposes of giving formal written notice to the User, User's address is:

Signiture J Development, Inc. 7007 Wyoming NE, Suite Cl Albuquerque, NM 87109



Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

- 11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and the against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 12. Term. This agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs, assigns and successors and on User's Property and constitute convenants running with User's Property until released by the City.
- 14. Entire Agreement. This agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

- 15. Changes of Agreement. Changes to this agreement are not binding unless made in writing, signed by both parties.
- 16. Construction and Severability. If any part of this agreement is held to be invalid or unenforceable, the remainder of the agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- 17. <u>Captions</u>. The captions to the sections or paragraphs of this agreement are not part of this agreement and will not affect the meaning or construction of any of its provisions.

						Not	ary Pub	lic			
	• \					•					
		*	-	-		(User)		•		
of	The foregoing		trum by	ent	was	acknowieczed	before	me	this		day
COUNTY	OF BERNALILLO)	SS.								
STATE	OF NEW MEXICO)		-				- -	•		
			-			•					
		•			-	•					
•					•						
USER:	•	•	•								
	;·			-		م ب			* * * * * * * * * * * * * * * * * * * *	21 21	
Chief Dated:	Administrative	Offi	cer						; ;		FEB 5
•							•				
Approv	ed By:					•			•		
CITY O									_		



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

December 12, 1995

Fred Arfman
Isaacson & Arfman
128 Monroe St. NE
Albuquerque, NM 87108

RE: ENGINEER CERTIFICATION FOR CHAMISA ENCANTADA (J10-D15) ENGINEER CERTIFICATION STATEMENT SHEET 4 OF 18 DATED 6/29/95 AND SHEET 5 OF 18 DATED 12/6/95 FOR FINANCIAL GUARANTEE RELEASE.

Dear Mr. Arfman:

Based on the information provided on your June 29, 1995 and December 6, 1995 submittal, Engineer Certification for the above referenced site is acceptable for Financial Guarantee release.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Samo Montoya, CE Bernie J. Montoya, CE Engineering Associate

BJM/dl

c: Andrew Garcia '
Theresa Lucero
File

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Signature J Homes. Inc., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at Chamisa Encantada Subdivision, in Albuquerque, New Mexico, and more particularly described as:

Tract 235, 236, and 237, Town of Atrisco Grant, Airport Unit together with a vacated portion of 80th Street between Hanover Road NW and Interstate 40.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

Tract A.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A temporary earthen drainage pond at the southeast corner of the subdivision identified as Tract A.

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist control City's Property provided the User complice with the terms of this Agreement.

- 2. <u>City Use of City's Property and City Liability</u>. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.
- 3. <u>User's Responsibility for Improvement</u>. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan $\frac{J10-D15}{}$ on file at City Hydrology. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

- 4. <u>Use of the Improvement</u>. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.
- 5. <u>Demand for Repair, Modification or Removal</u>. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within <u>60</u> days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.
- 6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.
- 7. Cancellation of Agreement and Release of Covenant. This Agreement may be cancelled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Cierk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.
- 8. <u>Condemnation</u>. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.
- 9. <u>Assessment</u>. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.
- 10. Notice. For purposes of giving formal written notice to the User, User's address is:

 Signature J Homes, Inc.
 7007 Wyoming NE, Suite C-1
 Albuquerque, NM 87109

Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 37103.

- 11. <u>Indemnification</u>. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee; or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. <u>Binding on User's Property</u>. The covenants and obligations of the User set forth herein shall be binding on User, his heirs, assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.
- 14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 15. <u>Changes of Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

Captions. The captions to the sections or paragraphs of this Agreement

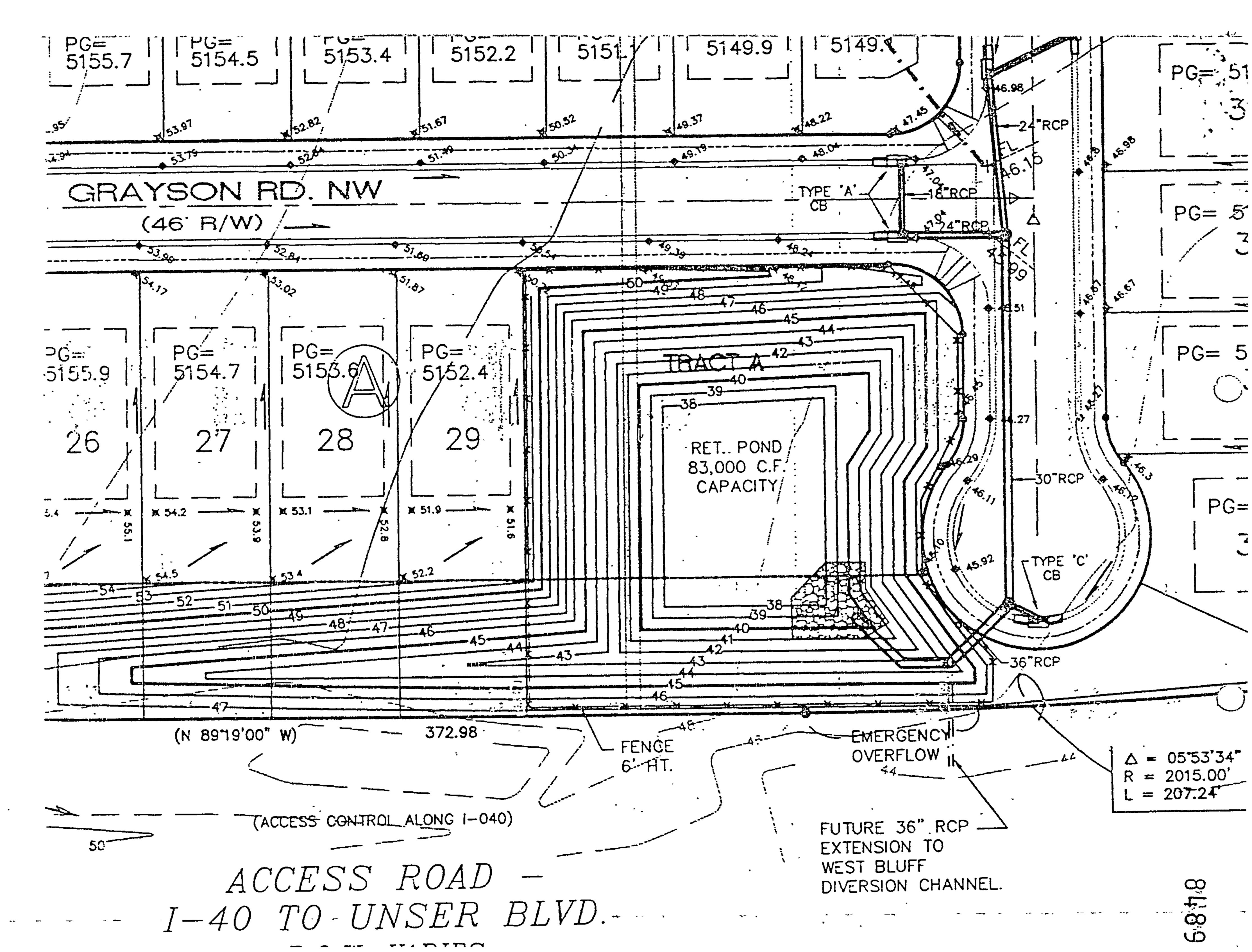
	are not part of this Agreement and will of its provisions.	I not affect the meaning or construction of any	Y
	CITY OF ALBUQUEROUE.	USER:	
1.2/	By:	By:	
4.4.	Lawrence Rael Chief Administrative Officer	Chief Executive Officer	
	Dated: <u>4/5/2</u>	Dated:	
<i>;</i>	STATE OF NEW MEXICO		
	COUNTY OF BERNALILLO) ss.		
	This instrument was acknowled 19 by Lawrence Rael, Chief Admir municipal corporation, on behalf of the	nistrative Officer of the City of Albuquerque, a	., a
	RENIF HERRERA NOTARY PUBLIC STATE OF NEW MEXICO	Notary Public .	
}	My Commission Expires: Ay Commission Expires		
	STATE OF NEW MEXICO		
	COUNTY OF BERNALILLO		-
	This instrument was acknowled 19 95 H. Griffin Pickard Jr., C	ged before me on March 3rd Thief Executive Officer, on behalf of	omes, Ind
	A-New-Mexico Corporation	Tolie Kay Smith	
	My Commission Expires:	Notary Public OFFICIAL SEAL LESLIE KAY SMITH	
		NOTARY PUBLIC-STATE OF NEW MEXICO	
		My commission Expires (3/98	

City of Albuquerque	City of Albüquerque
By: Reconstitution of the species	By: alle E.
Rick Roybal 3m	Robert Gurule
City Engineer	Public Works Director
Dated:	Dated: 3. 2/-95
BG 3/20/95	BiQ:3/21/95
STATE OF NEW MEXICO .)	
COUNTY OF BERNALILLO)	
This instrument was acknowledged before me by Robert Gurule, Public Works Director of the corporation, on behalf of said municipal corporation.	ne City of Arbuquerque, a municipal
My commission expires: $1-20-9$	Notary Public

STATE OF NEW MEXICO COUNTY OF BERNALILLO FILED FOR RECORD

1995 APR -7 PH 3: 49

BK95-8-8U8U-JUDY D. WOO! SELFS9 COMMUN BENT.



PROJECT TITLE: CHAMISA ENCANTADA	ZONE ATLAS/DRNG. FILE #: J-10/4/5
$PDP \ A = P \triangle - P \triangle - P \triangle - P PC \ H^{\bullet}$	WORK ORDER #:
LEGAL DESCRIPTION: TRACTS 235,236	237. Town OF ATRISCO GRANT, ARPORT UN
CITY ADDRESS: MND A PORTION O	E VACATED (PENDING) 30 Th
ENGINEERING FIRM: ISAACSON HRFMAN	D.P.J. CONTACT: FRED C. ARENAN
ADDRESS: 123 MONROE ST. WE.	PHONE: <u>Z 63-8323</u>
OWNER: SIGNATURE DEVELOPME	CONTACT: GREF TICKARD
ARCHITECT: N/A	CONTACT:
ADDRESS:	PHONE:
SURVEYOR: <u>Alorich Land Subje</u>	ING CONTACT: TIM ALDRICH
ADDRESS:	PHONE: <u>834-1990</u>
CONTRACTOR: SU NIDANCE MECA	CONTACT: CAPOS SPIESS
ADDRESS:	PHONE: 345-2694
TYPE OF SUBMITTAL: DRAINAGE REPORT DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION OTHER PRE-DESIGN MEETING: YES NO COPY PROVIDED DEC 6 195;	CHECK TYPE OF APPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL SECTOR PLAN APPROVAL INAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY APPROVAL GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL S.A.D. DRAINAGE REPORT DRAINAGE REQUIREMENTS OTHER W.O. ACCEPTANCE (SPECIFY)
DATE SUBMITTED: BY: FRED C. ARFMAN, F	<u>5</u> . <u>=</u>
FOZ: ISAACSON & ARFNAN,	, PA

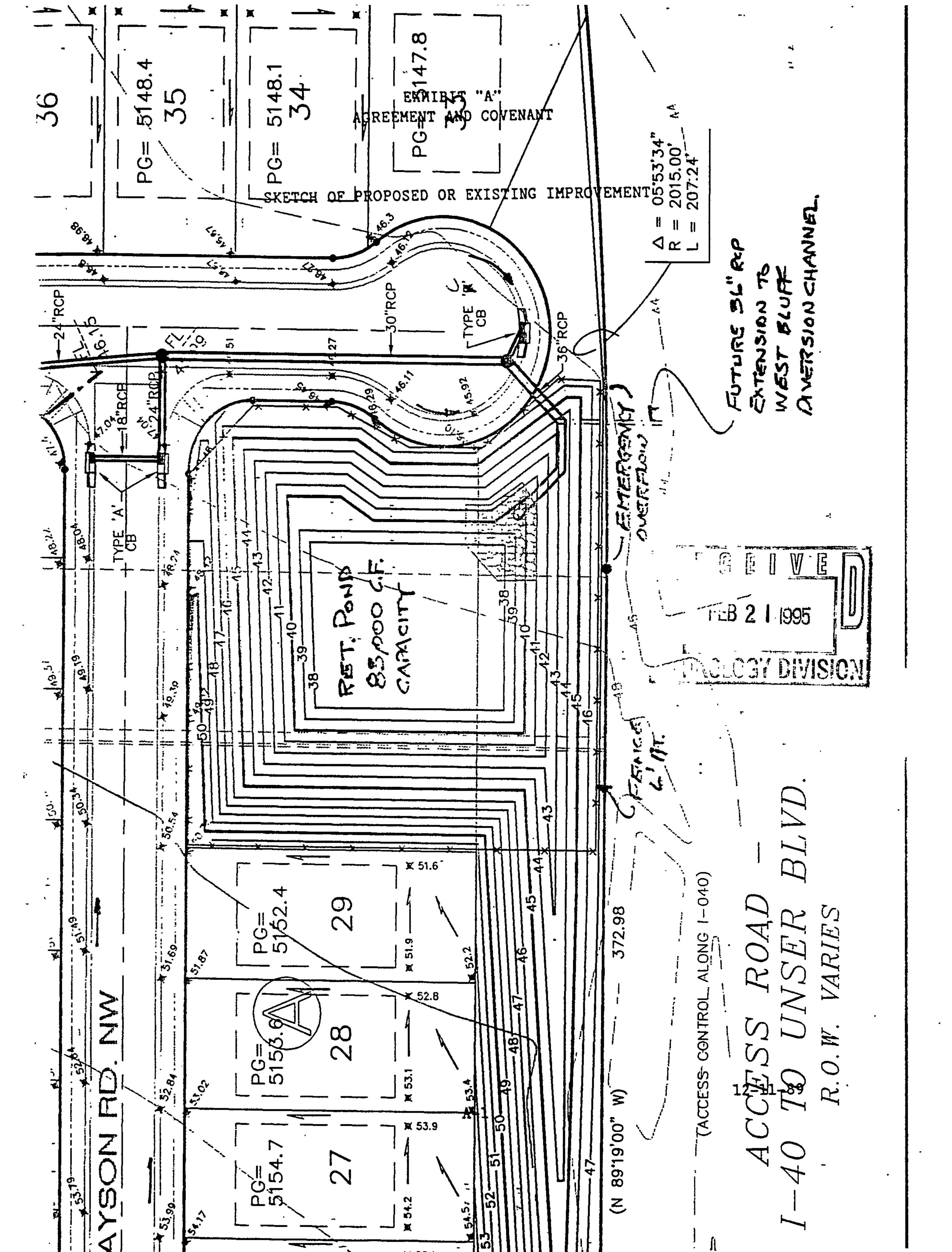
STATE OF NEW MEXICO)			•
COUNTY OF BERNALILLO) ss.)		•	
The foregoing of, 19	, bv		, Chief	Administrative
Office of the City of corporation.	Albuquerque, a	municipal corp	oration, on	behalf of said
		Notar	y Public	<u> </u>
My commission expires:	•	•	•	- -

2 I 1995

CITY OF ALBUQUERQUE PUBLIC WORKS DEPARTMENT UTILITY DEVELOPMENT DIVISION/HYDROLOGY SECTION

PRE-DESIGN CONFERENCE

DRAINAGE FILE/ZONE ATLAS	PAGE NO.: _/_/O	DATE: 2-2/-94
EPC NO.:	DRB NO.:	ZONE:
SUBJECT: SUBJECT:	@ NE Corner of	1-11) & /nsor
STREET ADDRESS:	HC No and No	
LEGAL DESCRIPTION:	•	
• • •		
APPROVAL REQUESTED:	PRELIMINARY PLAT	FINAL PLAT
	SITE DEVELOPMENT PLAN	BUILDING PERMIT
•	GRADING/PAVING PERMIT	OTHER
	•	
7	· WIT	אורו אורו ביי אורי אוריי אוריי איז פיי פיי אוריי איז פיי פיי איז פיי פיי פיי פיי פיי פיי פיי פיי פיי פ
ATTENDANCE: Fred Art	WHO	REPRESENTING
ATTEMBRICE: SEOH DA		<u>, , , , , , , , , , , , , , , , , , , </u>
		<u> </u>
		······································
FINDINGS:	•	
	o Min mils For y	Free discharge to Joonsed
1-4/2 /hnne/	In the interim	vater will send to b
refained ons	1/0 //2000/	Lo de dinte or 50/1
500 4/1/2 10/4	in to AMAFIA	or Parks with the
4/10/0/1/1/10/10	2/12 / 2/1/c 111	ould august marntona
0 f the tour	0/1/4/1/1/	
		-
Honover to me	orth is complet	0/4 /11/2 4:40 will
hous Entor-h		1/ns flows will be
monto from		
		The company of the co
	: n	nrr - 9 1991
		LLU E 1994
· · · · · · · · · · · · · · · · · · ·		
The undersigned agrees t	hat the above findings are su	ummarized accurately and are only
subject to change if for	ther investigation reveals the	hat they are not reasonable or that
they are based on inaccusting SIGNED:	SIGNED:	L/W/
TITLE:	TITLE:	10/1
DATE:	DATE:	01-21-04
		ORM WITH THE DRAINAGE SURMITTAL.



8484

95034984

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Signature J Homes Inc., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at Chamisa Encantada Subdivision, in Albuquerque, New Mexico, and more particularly described as:

Tract 235, 236, and 237, Town of Atrisco Grant, Airport Unit together with a vacated portion of 80th Street between Hanover Road NW and Interstate 40.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

Tract A.

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

A temporary earthen drainage pond at the southeast corner of the subdivision identified as Tract A.

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to parmit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

- 2. <u>City Use of City's Property and City Liability</u>. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.
- 3. <u>User's Responsibility for Improvement</u>. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan $\frac{J10-D15}{}$ on file at City Hydrology. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

J:\rpd4\agmcov.agm

- 4. <u>Use of the Improvement</u>. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.
- 5. <u>Demand for Repair, Modification or Removal</u>. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within <u>60</u> days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.
- 6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.
- 7. Cancellation of Agreement and Release of Covenant. This Agreement may be cancelled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Cierk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.
- 8. <u>Condemnation</u>. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.
- 9. <u>Assessment</u>. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.
- 10. Notice. For purposes of giving formal written notice to the User, User's address is:

 Signature J Homes, Inc.
 7007 Wyoming NE, Suite C-1
 Albuquerque, NM 87109

Notice may be given to the User 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 User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Maxico 1993.

- 11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.
- 13. <u>Binding on User's Property</u>. The covenants and obligations of the User set forth herein shall be binding on User, his heirs, assigns and successors and on User's Property and constitute povenants running with User's Property until released by the City.
- 14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 15. <u>Changes of Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 16. <u>Construction and Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

Captions. The captions to the sections or paragraphs of this Agreement

are not part of this Agreement and will not affect the meaning or construction of any of its provisions. CITY OF ALBUQUERQUE USER: By: raffin Pickard, Jr. Lawrence Raet Chief Executive Officer Dated: Dated: _ STATE OF NEW MEXICO SS. COUNTY OF BERNALILLO This instrument was acknowledged before me on 1914 | (1944) | 1915 by Lawrence Rael, Chief Administrative Officer of the City of Albuquerque, a municipal corporation, on behalf of the municipal corporation. OFFICIAL SEAL RENIF HERRERA Notary Public NOTARY PUBLIC STATE OF NEW MEXICO **\$5.** COUNTY OF BERNALILLO March 3rd A New Mexico Corporation 1 ... 1 ... OFFICIAL SEAL My Commission Expires: LESLIE KAY SMITH NOTARY PUBLIC-STATE OF NEW MEXICO My commission Expires



City of Albuquerque

By: Able E

Rick Roybal Am

City Engineer

Dated: Dated: 3/20/95

STATE OF NEW MEXICO)

This instrument was acknowledged before me on March 2/, 19 55, by Robert Gurule, Public Works Director of the City of Albuquerque, a municipal corporation, on behalf of said municipal corporation.

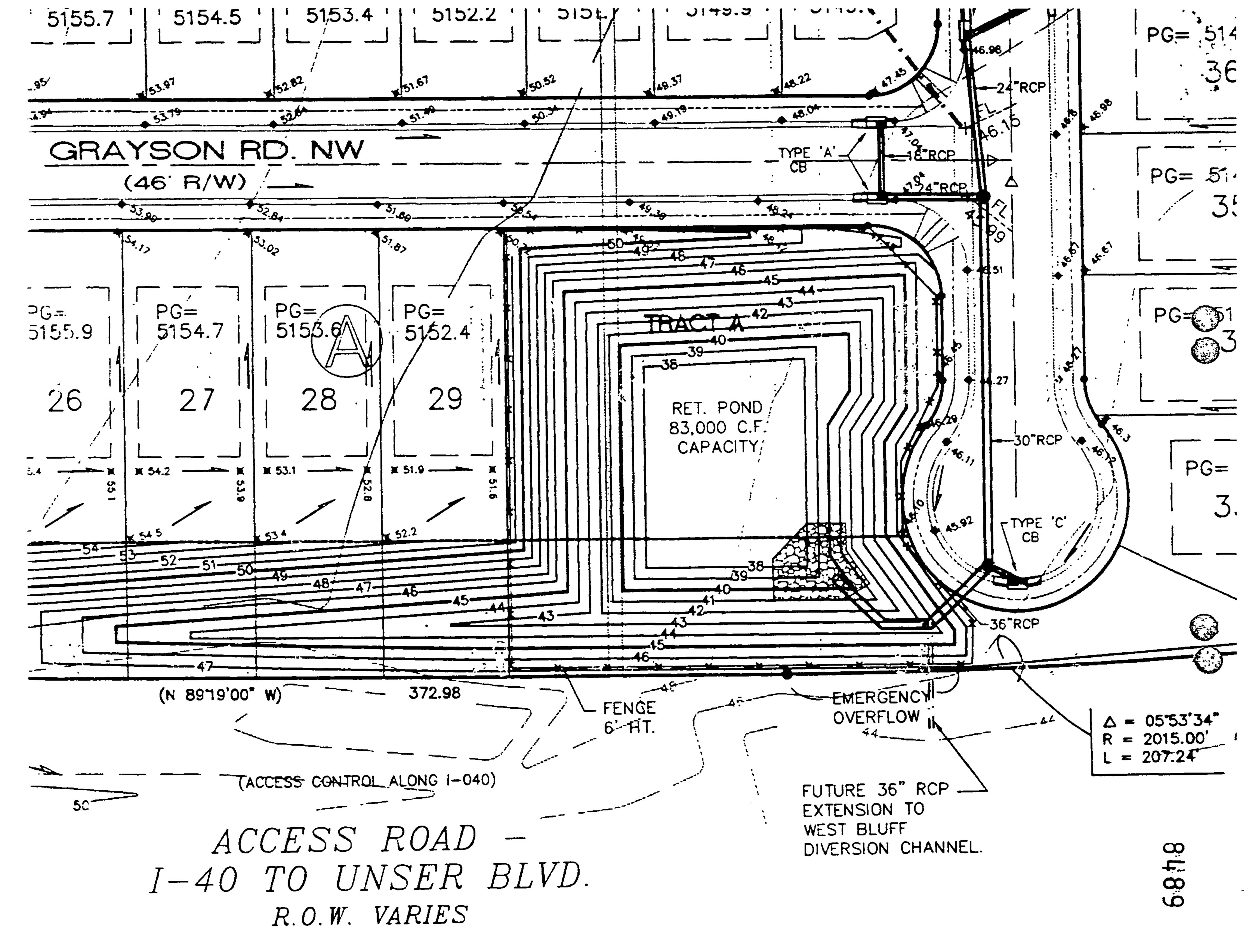
My commission expires: State of Albuquerque, a municipal corporation.

My commission expires: Notary Fublic

STATE OF NEW MEXICO SUUNTY OF BERNALILLO FILED FOR RECORD

1995 AIPR -7 PH 3: 49

JUDY D. WOOLESIEFES 9



"Contact. Person Acces." Phone No. 268-25		INARY REVIEW	Project	4950/2
(File w/sIA)	queen	- Vovena	New or E	X
Description/Project:	hansa	Encantada	50	
Public Morks/DIV:	my Clar	- Contract of the contract of		
Developer:	Homes Br	5		File.
Contract Amount \$	0	SIA: Contract P	erlod: 3-21.	-95 - Franca
Contract Amount \$		SW'S Contract	Period:	**
		Project Complet	ed Date	
DRAFT CONTRACT:	1+·	•		
DRAFT CONTRACT: Recd by Legal: 3/21/95	Rejected/Ret	urned to Dept:		
Returned to Legal:	•	Approved:		
FINANCIAL GUARANTY:		Pri CARO:	· · · · · · · · · · · · · · · · · · ·	nitials:
		- · · · · · · · · · · · · · · · · · · ·	• -	•
Other: Type	Date	Attached	: Yes No	Initial
Other: Type	No	Attached	: Yes No	Initial
Asst. City Attorney: CIP: City Attorney: CAO: 3-3	22-45/036	Returned to Dept	Approved by	Approval Da 32195
Council	0-95/73(No:	Approved:	1977	3/20/95
ISTRIBUTION:			Date	
Ser Department endor	e:	By:	2	
	1.91		11-4-5	
reasury	16/5	- M M	7'7	
		•		
vised 7/93 c. 1930/lvb				

CONTROL CONTROL FORM