

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Sawmill Townhouses ZONE ATLAS/DRNG. FILE #: J-13 /D26

LEGAL DESCRIPTION: in Section 16, T.10N. R.3E., N.M.P.M.

CITY ADDRESS: N/A

ENGINEERING FIRM: Easterling & Associates, Inc. CONTACT: C.M. Easterling

ADDRESS: 5643 Paradise Blvd., NW PHONE: 898-8021
Albuquerque, NM 87114

OWNER: Sawmill Associates, LTD CONTACT: Steve Routon

ADDRESS: 298 Placitas Rd., NW PHONE: 243-1322
Albuquerque, NM 87107

ARCHITECT: Steve Routon CONTACT: Steve Routon

ADDRESS: 206 Third Street, SW PHONE: 243-1322
Albuquerque, NM 87102

SURVEYOR: Hugg Surveying CONTACT: Gary Hugg

ADDRESS: 1701 Grande, SE PHONE: 892-8800
Rio Rancho, NM 87124

CONTRACTOR: Unknown CONTACT: _____

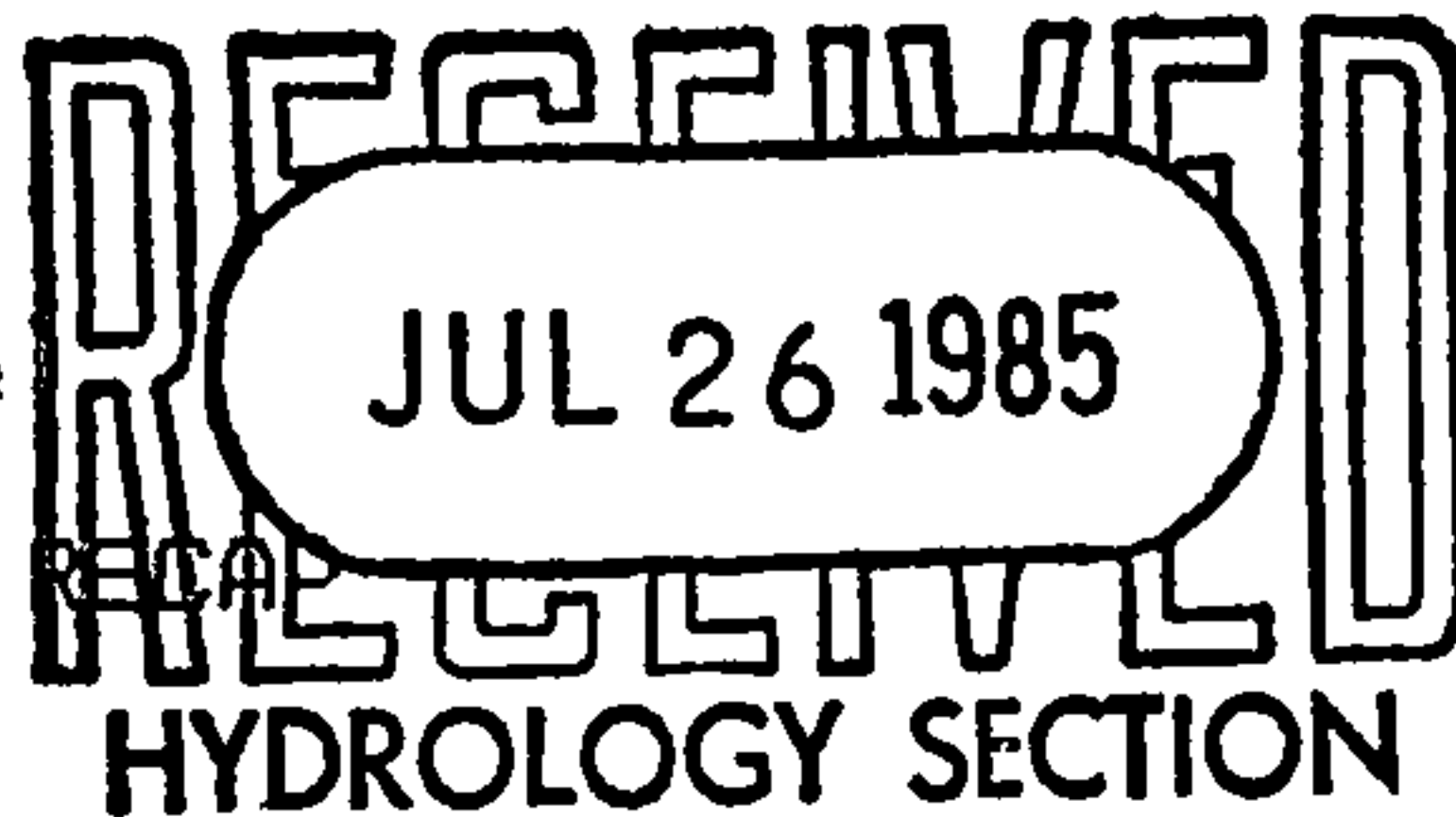
ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☐ YES

☒ NO (by telephone)

☐ COPY OF CONFERENCE
SHEET PROVIDED



DRB NO. --- 84-106 2/14/84

EPC NO. ---

PROJ. NO. ---

TYPE OF SUBMITTAL:

☒ DRAINAGE REPORT

☒ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAINAGE PLAN

☐ GRADING PLAN

☐ EROSION CONTROL PLAN

☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL

☒ 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: July 26, 1985

BY: *C.M. Easterling*



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

December 31, 1985

Chuck Easterling
Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, New Mexico 87114

RE: DRAINAGE COMPLAINT FOR SAWMILL TOWNHOUSES
(J-13/D26)

Dear Mr. Easterling:

We have received complaints from the owners of properties which adjoin the Sawmill Townhouse Subdivision. They are concerned over the amount of fill material that is being placed in the subdivision. My concern in this situation, is that runoff from the Sawmill site must not be allowed to flow into adjoining properties. Also, that retaining walls will be constructed for differences in elevations in excess of 18 inches.

Since the final grading has not been accomplished as of yet, we cannot make any recommendations. However, please be sensitive to the possible problems which may occur due to the final grading.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

September 10, 1985

Mr. Chuck Easterling
Easterling & Assoc.
5643 Paradise Blvd. NW
Albuquerque, NM 87114

RE: DRAINAGE PLAN FOR SAWMILL TOWNHOUSE (J13-D26) RECEIVED SEPTEMBER 5, 1985

Dear Mr. Easterling:

The above referenced plan dated July 26, 1985 is approved for Preliminary Plat.

If I can be of further assistance, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM:mrk

Charles Freeland
243-4860

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

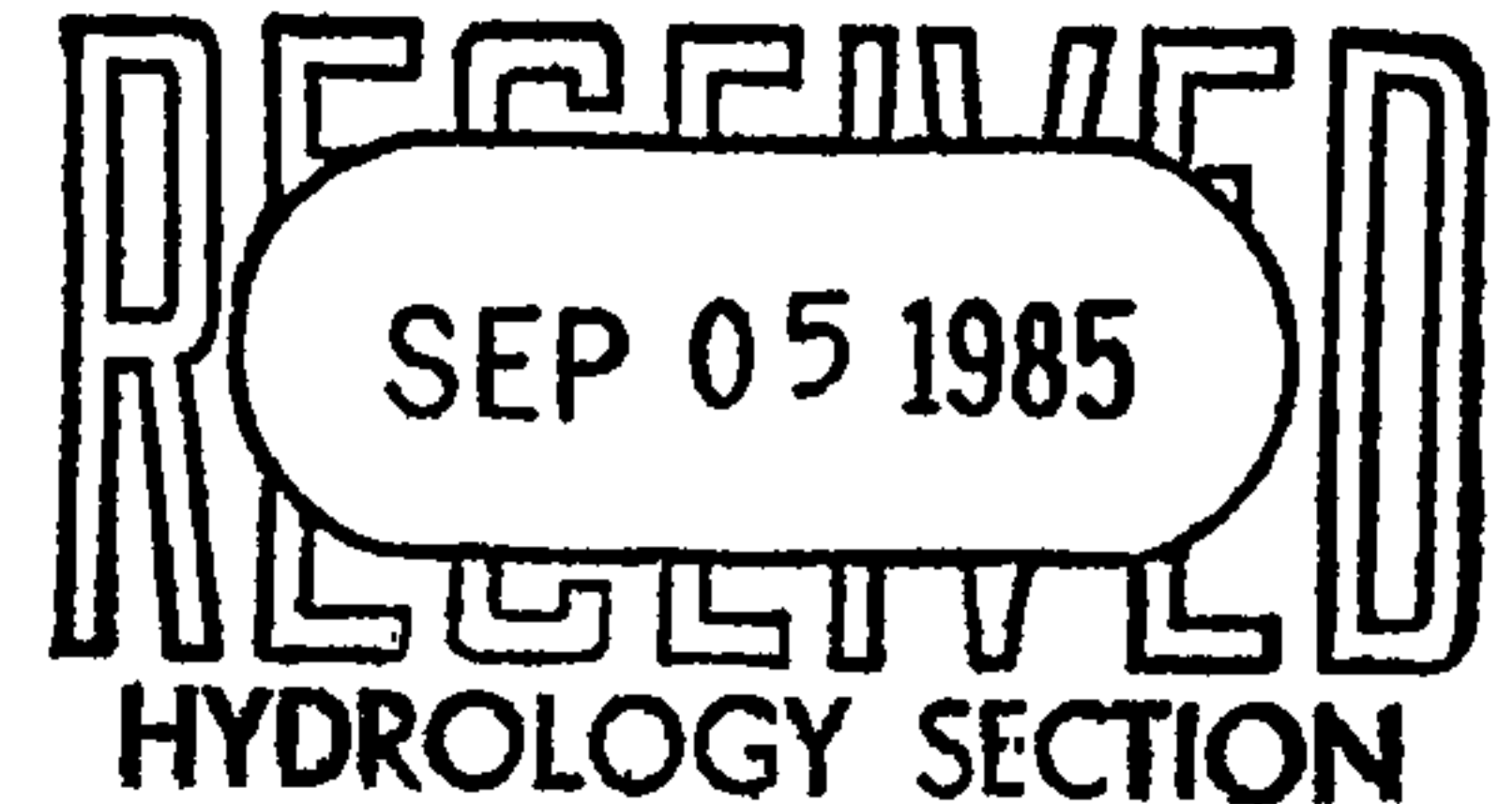
ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

September 5, 1985

Carlos Montoya, P.E.
Design Hydrology Department
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103



**RE: DRAINAGE REPORT - SAWMILL TOWNHOMES
(J-13 - D-26)**

Dear Carlos:

In response to your letter of September 5, 1985, I offer the following:

1. Sawmill was built by the City as "Community Development Program CD-4A".
2. Until we have a final decision from the Zoning Hearing Examiner, we cannot precisely define the exact length of retaining wall required. I can say that the maximum length required would be 390 feet and the minimum would be 240 feet. The maximum vertical amount retained will be 2.0 feet.
3. Based upon close examination of the 1"=200' topo map and field examination of the situation, it appears that runoff flowing north on Sawmill towards Summer will trend westward on Summer to 15th Street. 15th Street flows southward towards Mountain Road where there is an existing storm drain system. Also from field examination, it appears that there is so little grade outside of the streets that it is safe to say that the only runoff results from rainfall that falls in the streets. Sheet J-13 of the Albuquerque Master Drainage Plan confirms this analysis in that no flooding problems are indicated within a reasonable distance of this site.

Carlos Montoya, P.E.
September 5, 1985
Page 2

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "CME Easterling".

Charles M. Easterling, P.E.

CME/dlh
Job No. 504401



RECEIVED AUG 06 1985

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

August 1, 1985

Mr. Chuck Easterling
Easterling & Associates
5643 Paradise Boulevard NW
Albuquerque, NM 87114

REF: SAWMILL TOWNHOUSES (J13-D26) RECEIVED JULY 26, 1985

Dear Mr. Easterling:

A preliminary review of your submittal for Preliminary plat and Final Plat approval has shown that the following information is lacking for this section to begin the review process:

Information Needed:

1. Proposed R/W, easements (and if necessary) current plat for lot line removal.

Plan Drawing:

1. Vicinity map. ✓
2. Legal description *proposed*
3. Delineation of phased construction. If proposed development is going to be built in phases, please identify.

Please provide this information so that we may process your request as expediently as possible.

Cordially,

City Design/Hydrology Section

BJM:mrk

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

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City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

September 4, 1985

Mr. Chuck Easterling
Easterling & Assoc.
5643 Paradise Blvd. NW
Albuquerque, NM 87114

RE: DRAINAGE PLAN FOR SAWMILL TOWNHOUSE (J13-D26) RECEIVED JULY 26,
1985.

Dear Mr. Easterling:

Prior to Preliminary Plat approval the following items must be addressed:

1. Require city approved street grades for Sawmill Road.
2. Section B-B indicates retaining walls, however, the plan view does not show the extent of the retaining wall.
3. Please address the impacts of the site run-off to immediate adjoining properties.
4. A review of a 1976 topographic map of the area shows that flows from Sawmill Rd. may pond on Summer Ave. Please show with elevations how flows will be conveyed from Sawmill Road to Mountain Rd.

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

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

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

August 1, 1985

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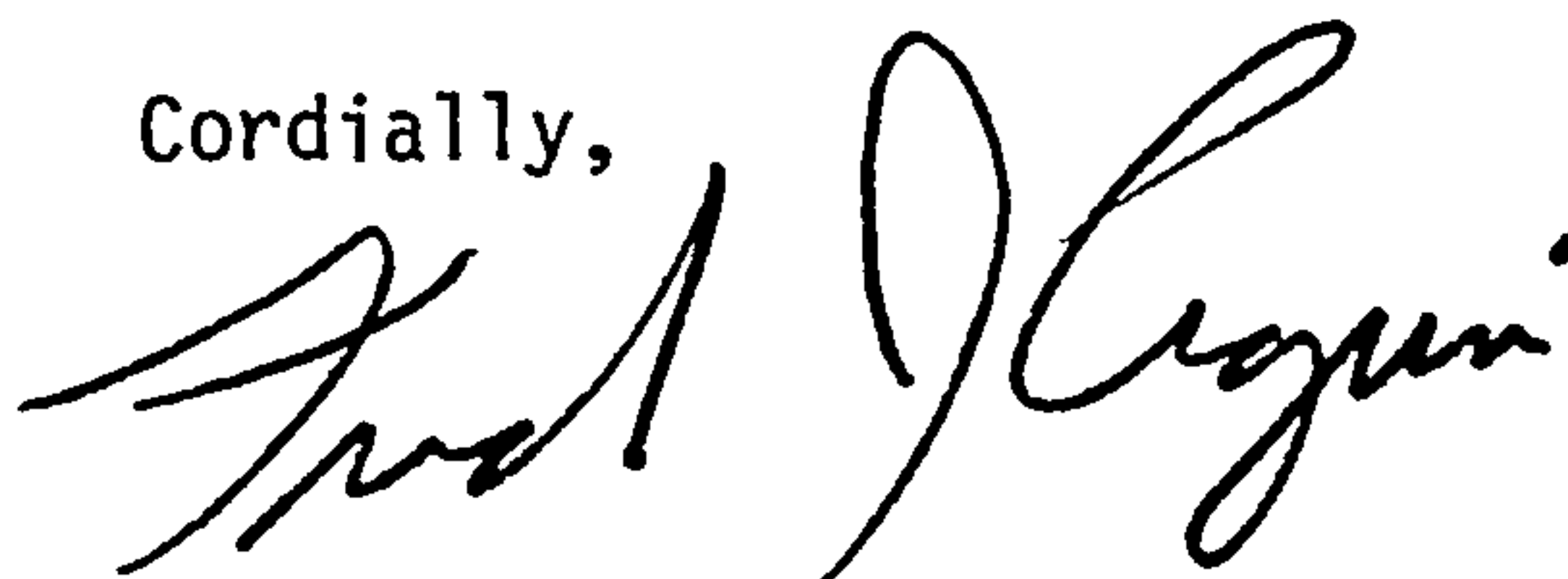
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City Design/Hydrology Section

BJM:mrk

MUNICIPAL DEVELOPMENT DEPARTMENT

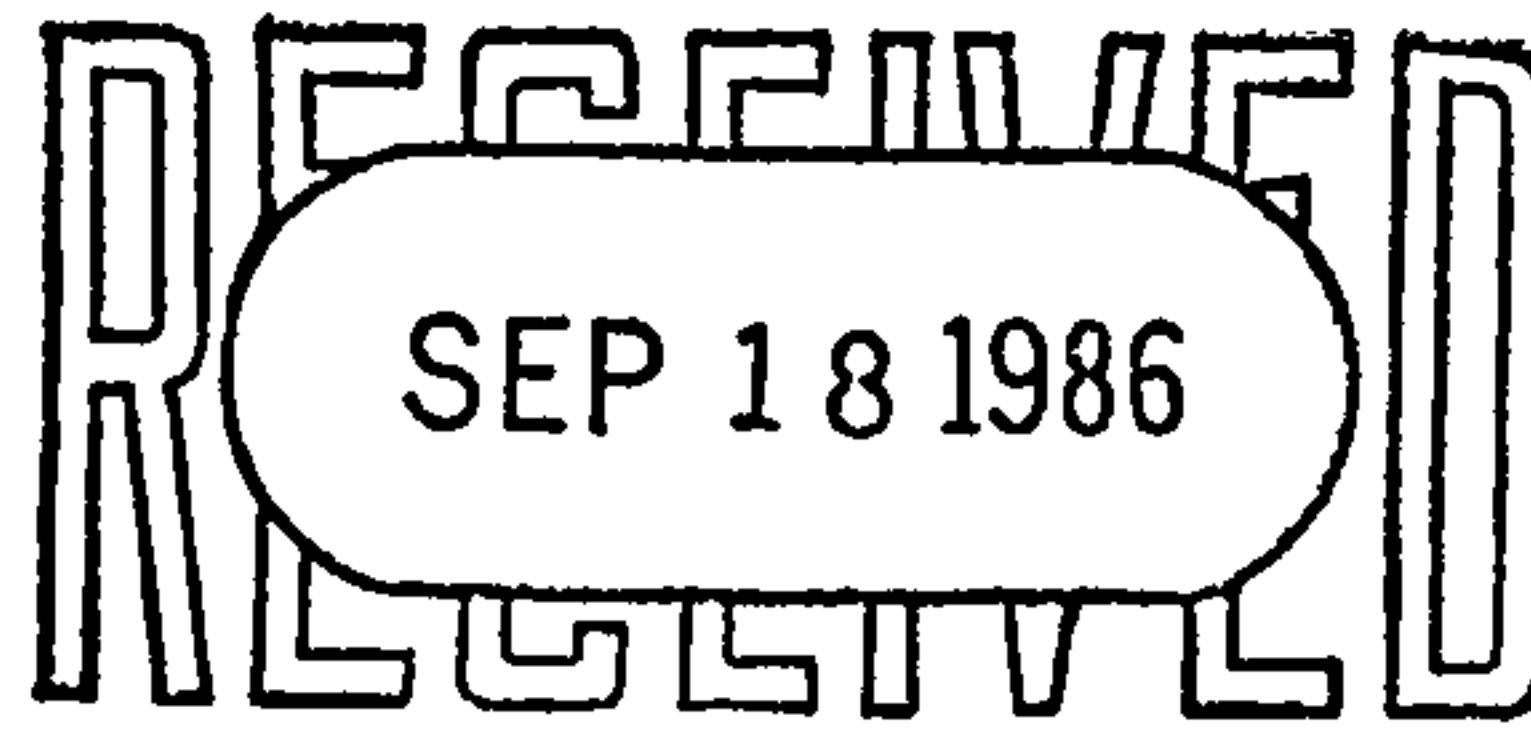
C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

Easterling & Associates, Inc.



HYDROLOGY SECTION

September 15, 1986

5643 Paradise Boulevard, NW
Albuquerque, New Mexico 87114
(505) 898-8021

Mr. Fred Aguirre
City Engineering Representative
Development Review Committee
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

RE: SAWMILL TOWNHOMES - PROJECT NO. 6411

Dear Fred:

I have inspected the above-referenced project and do hereby certify that the private infrastructure improvements, required as a condition of plat approval, are complete and were constructed substantially in compliance with the plans and specifications.

If I can be of further assistance, please do not hesitate to call.

Sincerely,

Charles M. Easterling, P.E.
President

cc: Mr. Steve Routon
Mr. Kurt Wagener, J. R. Hale Contracting Co., Inc.

CME/dlh
Job No. 504401



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

September 4, 1985

Mr. Chuck Easterling
Easterling & Assoc.
5643 Paradise Blvd. NW
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Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

MUNICIPAL DEVELOPMENT DEPARTMENT



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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August 1, 1985

Mr. Chuck Easterling
Easterling & Associates
5643 Paradise Boulevard NW
Albuquerque, NM 87114

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Please provide this information so that we may process your request as expediently as possible.

Cordially,

City Design/Hydrology Section

BJM:mrk

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



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December 31, 1985

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Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, New Mexico 87114

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Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

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DESIGN HYDROLOGY SECTION
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(505) 766-7644

September 10, 1985

Mr. Chuck Easterling
Easterling & Assoc.
5643 Paradise Blvd. NW
Albuquerque, NM 87114

RE: DRAINAGE PLAN FOR SAWMILL TOWNHOUSE (J13-D26) RECEIVED SEPTEMBER 5, 1985

Dear Mr. Easterling:

The above referenced plan dated July 26, 1985 is approved for Preliminary Plat.

If I can be of further assistance, please feel free to call me at 766-7644.

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM:mrk

MUNICIPAL DEVELOPMENT DEPARTMENT

C. Dwayne Sheppard, P.E., City Engineer

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

85 99259

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this 21st day of ^{November} ~~October~~, 1985, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Sawmill Associates, Ltd., a New Mexico limited partnership (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 Tract 19, M.R.G.C.D. Map No. 38; Lot 11, Navajo Addition (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Sawmill Townhouses describing the Subdivision; and

WHEREAS, the preliminary plat submitted by the Developer proposes both private and public infrastructure improvements within the Subdivision; and

WHEREAS, Section 6 of the City's Subdivision Ordinance required 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

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 NOV 25 AM 10:32

Manu 9947 492516
C. WALLER
& RECORDER
DEPUT.

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 October, 1986, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The

improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D" attached hereto (DRB required infrastructure listing).

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. (a) 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.

(b) Prior to release of financial assurance, the Developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved

plans and specifications or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

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

5. The Developer shall procure or cause to be procured and maintain public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) for accident, injuries or death to any 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 appropriate dedication on the final plat of the subdivision.

7. At the time of acceptance of the completed improvements or any portion thereof by the City, the Developer shall furnish or cause to be furnished 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 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 agency or body.

11. (a) The City shall issue a Certificate of Completion and Acceptance for the Public Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

(b) 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.

12. If the Developer has requested Final Plat approval by the City prior to the actual construction of the improvements, the City will approve the Final Plat for recordation upon execution of this Agreement, payment of all fees specified in Exhibit "A" attached hereto, delivery of the financial guarantee specified in Exhibit "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

D. X. Bell

ATTEST:

Cynthia L. Gade
City Clerk

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard 11/12/85
C. Dwayne Sheppard
City Engineer

Bob V. Stover 11-20-85
Bob V. Stover
Chief Administrative Officer

REVIEWED BY:

Steph K B
Assistant City Attorney

[Signature]
City Attorney

0 499

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this
5th day of November, 1985, by David K. Bell
of Summit Associates, Ltd.

Phyllis M. Marting
Notary Public

My Commission Expires:

December 31, 1985

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this
20th day of November, 1985, by Bob V. Storer, CAD,
of the City of Albuquerque.

John L. Grant
Notary Public

My Commission Expires:

12-18-88

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN SAWMILL ASSOCIATES, LTD. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 21st DAY OF ~~OCTOBER~~ NOVEMBER, 1985.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision 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. 2667.

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 Easterling & Associates, 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 the improvements, prepare construction cost estimates, inspect and certify the improvements, and prepare "as-built" construction drawings.

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 will engage a Contractor who is properly licensed in the State of New Mexico and will notify the City Engineer in writing of its selection of such Contractor prior to the issuance of a work order. The Developer shall ensure that the Contractor, in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 2667), incorporating any change orders approved by the City Engineer City of Albuquerque Interim Standard Specifications for Public Works Construction, 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 items in the Contract Documents for City-wide Utilities and Cash Paving Contract Number 31. This list shall be divided into the following categories as applicable:

- (1) Sanitary sewer items and quantities;
- (2) Water service items and quantities;
- (3) Street paving quantities;
- (4) Street curb and gutter quantities; and
- (5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been satisfactorily completed, the City Engineer shall approve the package and issue a

Certificate of Completion and Acceptance. Any financial guarantee provided by the Developer in accordance with section 6.D.2 of the City's Subdivision Ordinance and as described in Exhibit "C" to the Subdivision Improvement Agreement between the Developer and the City shall be released no later than sixty (60) days after approval of the first acceptance package by the City Engineer.

4. PAYMENT OF FEES.

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

<u>Type of Fee</u>	<u>Amount</u>
Design Review and Construction Inspection	6% of actual construction cost for public improvements
Sidewalk Ordinance Fee	As required by city approved engineer's estimate
Excavation Ordinance Fee	As required by city approved engineer's 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 SAWMILL ASSOCIATES, LTD. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 21st DAY OF ~~OCTOBER~~, 1985
NOVEMBER.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by the City of Albuquerque under the direction of a New Mexico Registered Professional Engineer, in accordance with all applicable laws, ordinances and regulations. If said inspection is performed by an entity other than the City, the City may monitor said inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City as required for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the improvements if deemed necessary or advisable by the City Engineer. For any inspections performed by the City, the Developer shall pay to the City a reasonable fee therefor.

2. CONSTRUCTION SURVEYING.

Construction surveying for the subdivision improvement project shall be performed by the City of Albuquerque 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 the City of Albuquerque, 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 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 SAWMILL ASSOCIATES, LTD. (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 21st DAY OF ~~OCTOBER~~, 1985
NOVEMBER

1. PLAT APPROVAL STATUS.

The developer has requested final plat approval by the City prior to construction of the Subdivision Improvements described in Paragraph 1 of the Subdivision Improvement Agreement. If the Developer has not requested final plat approval prior to construction of the improvements, no financial guarantee is required by the City. However, the Developer understands and agrees that the City will not approve the Developer's proposed plat until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested final plat approval prior to the construction of the improvements, a financial guarantee in an amount of not less than 125 percent of the costs of completing the improvements (as estimated by the City Engineer) is required pursuant to the City's Subdivision Ordinance. Said financial guarantee must be irrevocable in form and may be effected by a bond, letter of credit, escrow deposit, or other acceptable pledge of liquid assets payable to the City in the Event of Developer's default under the Subdivision Improvement Agreement.

2. FINANCIAL GUARANTEE.

With respect to the Subdivision Improvement Agreement to which this document is attached as an Exhibit, the Developer

has acquired or is able to acquire the following described financial guarantee (describe fully, indicate amount, identification number, names of bank or bonding entity, inclusive dates of guarantee, and all other relevant information):

Irrevocable letter of credit to be issued by The Bank of Albuquerque in the amount of \$83,564.73, which shall expire on January 2, 1987.

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 accepts the revised financial guarantee tendered by the Developer.

Figure 11

0 510

EXHIBIT "D"
to Subdivision Improvements Agreement
D.R.B. REQUIRED INFRASTRUCTURE LISTING
for SAWMILL TOWNHOMES

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

<u>Size</u>	<u>*Type Improvement</u>	<u>Location</u>	<u>From</u>	<u>To</u>
<u>22'</u>	<u>Pvt. Street</u>	<u>Sawmill Townhomes</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
<u>6"</u>	<u>Waterline</u>	<u>Sawmill Townhomes</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
<u>8"</u>	<u>Sanitary Sewer</u>	<u>Sawmill Townhomes</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
<u>2'</u>	<u>Retaining Wall</u> <i>(private)</i>	<u>Internal</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
<u>3'</u>	<u>Sidewalk</u>	<u>Sawmill Townhomes</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
<u>N/A</u>	<u>Water and Sewer Appurtenances</u>	<u>Sawmill Townhomes</u>	<u>Sawmill NW</u>	<u>12th Street NW</u>
	<i>per DPM requirements</i>			
<u>4"</u>	<u>Drainage Facilities</u> <i>(private)</i>	<u>"</u>	<u>"</u>	<u>"</u>

This instructional Information may be deleted from official listings

* Types may include Arterial Paving, Residential Paving, Water Line, Sanitary Sewer, Storm Sewer, Drainage Channel, Sidewalks, and Retaining Walls. Any non-standard design or waivers must be clearly described in this listing.

Use additional sheets as necessary to complete the listing. The final page must be signed by the preparer and provide signature spaces for DRB members, as illustrated below.

Prepared by: *Charles M. Easterling*
Print Name Charles M. Easterling
Firm Easterling & Associates, Inc.

Page 1 of 1

Development Review Board Member Approvals

Robert A. [Signature] 9-17-85 *Jon E. [Signature]* 9/17/85 *James [Signature]* 9-17-85
Traffic Date WRD Date Parks & Rec. Date

Richard Dmeu 9/17/85 *Frank [Signature]* 9/17/85
DRB Chairman Date CITY & CO. / DRB

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

0 511

ESTIMATE SHEET

PROJECT NO. 2667
MAP NO. J-13

- ☐ Quantities and Cost Estimate
Date Prepared: 9/30/85
- ☐ Approval
Date Requested:
- ☐ Work Order
Date Issued:
- ☐ Final Acceptance
Date Accepted:

APPLICANT INFORMATION:

- a. Developer:

Mailing Address:

Sawmill Associates, Ltd.
298 Placitas Rd., NW
Albuquerque, NM 87107
- b. Consulting Engineer:

Mailing Address:

Easterling & Associates, Inc.
5643 Paradise Blvd., NW
Albuquerque, NM 87114
- c. Person to contact regarding this form:

Mailing Address:

Hans H. Coucheron-Aamot
5643 Paradise Blvd., NW
Albuquerque, NM 87114
Phone: 898-8021

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

NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED: Sawmill Townhouses

Developer to Pay = (Methods II and III)	Policy
City to Pay =	Policy
City to Pay =	Account No.
SPECIFIC LOCATION:	W SAS P SD M
Utility Easement (Sawmill Rd. to 12th St.)	X X X
Private Access Easement (Sawmill Rd. to 12th St.)	X X

Item #	Description	Est. Quantity	Unit	Price	Est. Amount	As-Built Quantity	As-Built Amount
PAVING (PRIVATE)							
P-4	GRADING						
P-13	PCC C & G REM.	45 LF		4.01	180.45		
P-14	SDWK & DRVPD REM.	44 LF		3.57	157.08		
P-19	PROC 6" SUBBS	2186 SY		0.61	1,333.46		
P-26	2" AC BS-1500-M	2104 SY		3.44	7,237.76		
P-42	4" PCC SDWK	120 SF		1.43	171.60		
P-43	6" PCC DRVPD	365 SF		3.16	1,153.40		

CITY OF ALBUQUERQUE INTERIM UNIT PRICES

Item #	Description	Est. Quantity	Unit [*] Price	Est. Amount	As-Built Quantity	As-Built Amount
P-46	PCC STD C & G	45 LF	7.48	336.60	0	512
P-50	PCC HD C	178 LF	7.70	1,370.60		
SUBTOTAL PAVING				\$14,017.65		
CONTINGENCIES 10%						
ENGINEERING						
TESTING FEE 2%						
TOTAL CCONSTRUCTION COST						
DRAINAGE (PRIVATE)						
K-49	STR CONC (Cut off walls)	4 CY	280.71	1,122.84		
K-50	REIN STR CONC (Retaining walls & head walls)	57 CY	307.14	17,506.98		
--	18" Sidewalk culvert per Std. Dwg. K-16	1 LS	500.00	500.00		
SUBTOTAL DRAINAGE				\$14,017.65		
CONTINGENCIES 10%				19,129.82		
ENGINEERING						
TESTING FEE 2%						
TOTAL CCONSTRUCTION COST						
SANITARY SEWER						
S-1	4" DIP	240 LF	10.21	2,450.00		
G-3	8" PVC P	772 LF	5.08	3,921.76		
G-7	4" TEE PVC P	22 EA	66.21	1,456.62		
S-12	TRCHG, (6"-15"), 6'-8' D	772 LF	6.45	4,979.40		
S-22	4' MH, 6'-10' D	2 EA	977.61	1,955.22		
S-37	WET CONN, 8"	1 EA	140.00	140.00		
SUBTOTAL SANITARY SEWER				\$14,903.40		
CONTINGENCIES 10%						
ENGINEERING						
TESTING FEE 2%						
TOTAL CCONSTRUCTION COST						
WATER						
B-2	6" PVC/FRP P	815 LF	7.60	6,194.00		
W-46	N-PRESS CONN.	2 EA	415.82	835.64		
W-47	FIT INSERT, (4"-8")	350 LB	1.35	472.50		
W-52	MJ FIT (4"-14")	600 LB	1.56	936.00		
W-66	6" GV	2 EA	337.40	674.80		
W-82	V BOX-A	1 EA	179.49	197.49		
W-83	V BOX-B	1 EA	258.48	258.48		
W-86	FH, 4'	2 EA	925.69	1,851.38		

Item #	Description	Unit Quantity	Est. Price	As-Built Amount	As-Built Quantity	Amount
W-98	8" S CPLG	2 EA	55.00	110.00		
W-181	3/4" D SERV W/NEW MAIN	11 EA	389.17	4,280.87		
W-186	BLKG	5 CY	90.85	454.25		
--	4" Dia. x 5' Lg. Conc. Filled Steel Posts, in Place	8 EA	25.00	200.00		
SUBTOTAL WATER				\$16,447.41		
CONTINGENCIES 10%						
ENGINEERING						
TESTING FEE 2%						
TOTAL CCONSTRUCTION COST						

0 513

MISCELLANEOUS

M-2	REM 4" & Over (AC or PCC) PVMT	35 SY	4.60	161.00		
M-28	REM REPL ART PVMT - W/O M.PROC.	30 sy	32.25	967.50		
--	Portland Cement Flyash Conc. Pavement, 6" Thick, Complete in Place	35 SY	35.00	1,225.00		
SUBTOTAL MISCELLANEOUS				\$2,353.50		
CONTINGENCIES 10%						
ENGINEERING						
TESTING FEE 2%						
TOTAL CCONSTRUCTION COST						

TOTAL OF SUBTOTALS (PUBLIC)
TOTAL OF SUBTOTALS (PRIVATE)

\$33,704.31 -

\$33,147.47 -

total 66,851.78
x 1.25
83,564.73

COST APPORTIONMENT

0 514

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

- Notes:
- 1. Outstanding Pro-rata:
 - 2. For staking, construction and inspection use Drawing No. _____.
 - 3. This work shall be done in accordance with the Interim Standard Specification (1985).
 - 4. If payment of the full amount (B-2-B) 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:

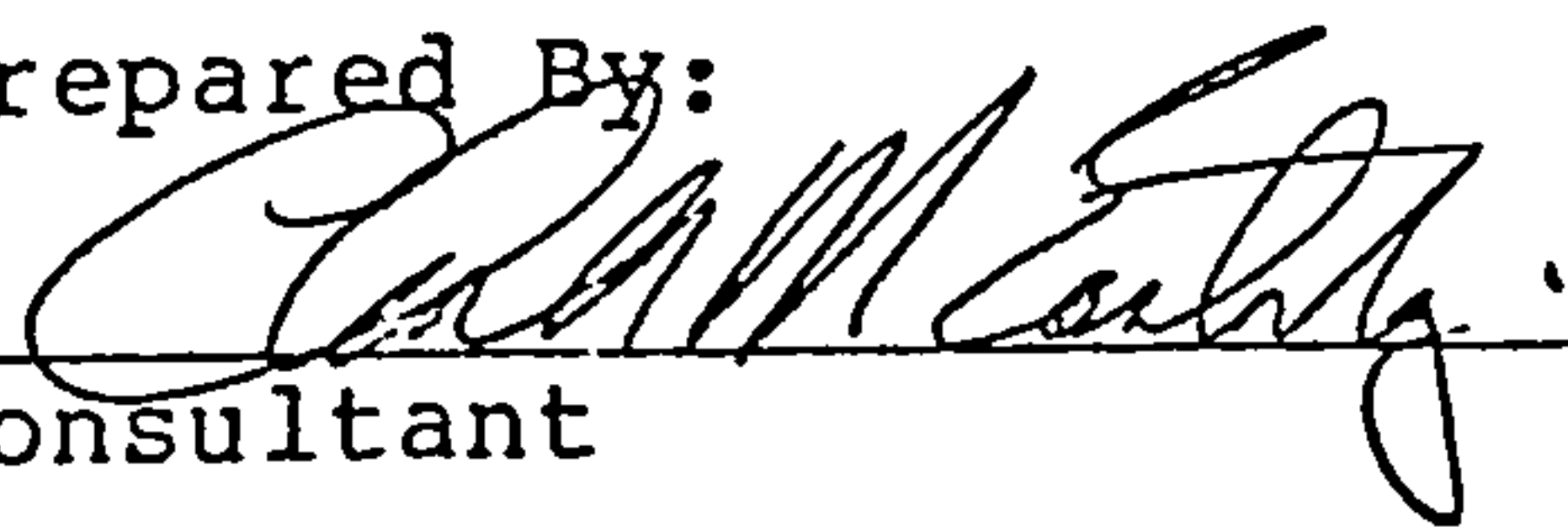
Excavation Ordinance Permits

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

Sidewalk Ordinance Permits
(Construction)

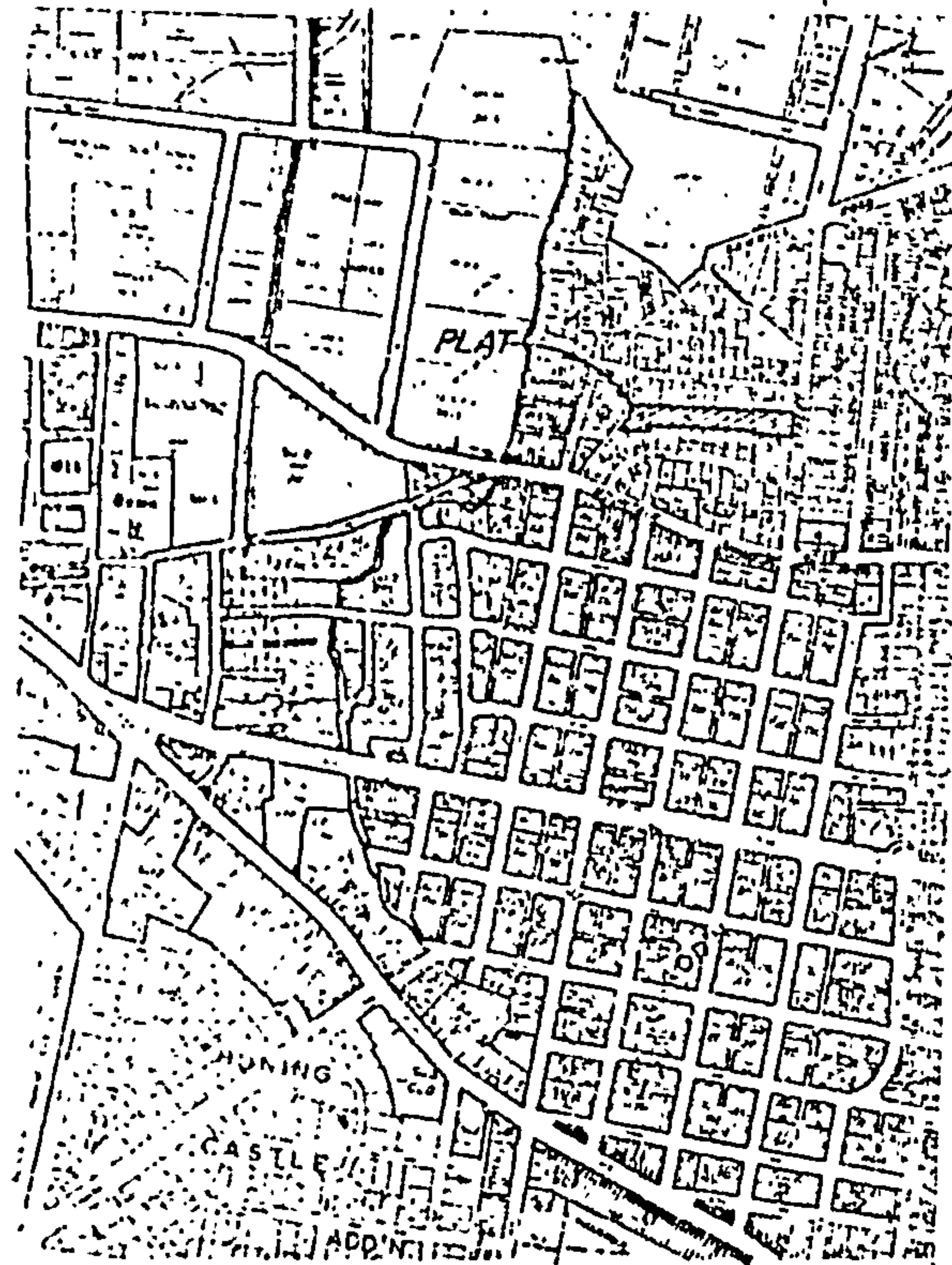
Curb and Gutter
Valley Gutter
Sidewalk
Handicapped Ramps

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

Prepared By: 

Consultant

Submitted By: _____
Design Engineer



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION

That certain parcel of land situate within Section 18, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being and comprising Tract 19 as the same is shown and designated on the Middle Rio Grande Conservancy District Property Map No. 38, TOGETHER WITH Lot numbered Eleven (11) of the NAVAJO ADDITION to the City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 4, 1922, and being combined more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 11 and the Southeast corner of the parcel herein described, a point on the Westerly right of way line of Twelfth Street N. W., whence the Albuquerque City Survey Monument "8-J13A" bears S 86° 51' 15" W, 1792.22 feet distant; Thence,

N 82° 52' 11" W, 182.23 feet to the Southwest corner of said Lot 11, a point on the Easterly line of said Tract 19; Thence,

S 02° 36' 17" W, 3.68 feet to the Southeast corner of said Tract 19 and the Northeast corner of Lot 29 of the Balling Addition No. 1 as the same is shown and designated on the plat of said addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 19, 1947, in Volume C, Folio 84; Thence Westerly along the Southerly line of said Tract 19 and the Northerly line of said Balling Addition No. 1 on the following eleven (11) courses,

N 85° 59' 23" W, 122.31 feet to a point; Thence,

N 84° 41' 53" W, 92.51 feet to a point; Thence,

N 84° 47' 53" W, 92.00 feet to a point; Thence,

N 88° 50' 53" W, 118.39 feet to a point; Thence,

N 86° 50' 05" W, 55.15 feet to a point; Thence,

S 04° 59' 35" W, 30.92 feet to a point; Thence,

S 87° 57' 35" W, 27.06 feet to a point; Thence,

N 83° 08' 25" W, 46.20 feet to a point; Thence,

N 59° 07' 04" W, 4.32 feet to a point; Thence,

N 83° 28' 51" W, 8.85 feet to a point; Thence,

N 80° 28' 07" W, 28.64 feet to the Southwest corner of said Tract 19, the Northwest corner of said Balling Addition No. 1 and the Southwest corner of the parcel herein described, a point on the Southeastly right of way line of Sawmill Road N. W., Thence, Northeastly along said Southeastly right of way line of Sawmill Road N. W. on the following four (4) courses,

N 31° 16' 16" E, 40.33 feet to a point; Thence,

N 38° 27' 43" E, 9.44 feet to a point of curvature; Thence,

Northeasterly, 61.07 feet on the arc of a curve to the left (said curve having a radius of 108.00 feet and a chord which bears N 22° 15' 46" E, 60.26 feet) to a point on curve; Thence,

N 21° 25' 21" E, 16.75 feet to the Northwest corner of said Tract 19, the Northwest corner of the parcel herein described and the Southwest corner of Lot 10, Block 3 of the Reynaud Addition, as the same is shown and designated on the plat of said addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on July 27, 1946, in Volume C1, folio 141; Thence,

S 86° 18' 46" E, 547.59 feet along the Northerly line of said Tract 19 and the Southerly line of said Reynaud Addition to the Northeast corner of said Tract 19 and the Southeast corner of said Reynaud Addition, a point on the Westerly line of said Navajo Addition; Thence,

N 02° 36' 17" E, 7.89 feet along said Westerly line of the Navajo Addition to the Northwest corner of said Lot 11; Thence,

S 84° 56' 50" E, 182.04 feet along the Northerly line of said Lot 11 to the Northeast corner and point of beginning of the parcel herein described.

Said parcel contains 1.6334 acres, more or less.

SURVEYED and PLATTED and now comprising SAWMILL TOWNHOUSES, WITHIN SECTION 18, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, with the free consent of and in accordance with the wishes and desires of the undersigned owner(s) and proprietor(s) thereof. Said owner(s) and proprietor(s) do hereby grant all utility and drainage easements shown hereon to the public use forever including right of ingress and egress (both surface and subsurface). The undersigned owner(s) and proprietor(s) do hereby freely consent to all of the foregoing and do hereby represent that they are so authorized to act.

THE LION'S PAW, INC.

[Signature]

B. E. Townes, Sec/Treas.

SAWMILL TOWNHOUSES

515

WITHIN

SECTION 18, TOWNSHIP 10 NORTH, RANGE 3 EAST

NEW MEXICO PRINCIPAL MERIDIAN

CITY OF ALBUQUERQUE

BERNALILLO COUNTY, NEW MEXICO

APPROVALS

(JULY, 1985)

Traffic Engineer, City of Albuquerque Traffic Dept. Date

Chief City Surveyor, City of Albuquerque Engineering Department Date

City of Albuquerque Water Resources Department Date

Albuquerque Metropolitan Arroyo Flood Control Authority Date

City Engineer, City of Albuquerque Engineering Department Date

Property Management, City of Albuquerque Date

Perks and Recreation Department, City of Albuquerque Date

APPROVAL and/or CONDITIONAL ACCEPTANCE as specified by the Albuquerque Subdivision Ordinance.

Chairman, Albuquerque/Bernalillo County Development Review Board Date

Public Service Company of New Mexico Date

Gas Company of New Mexico Date

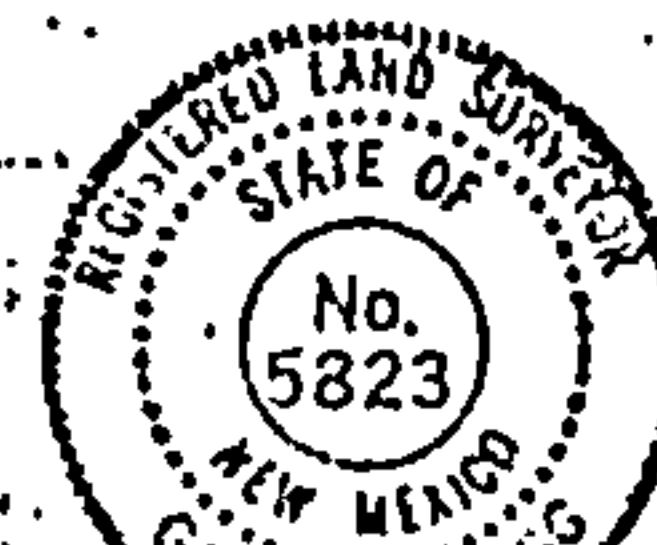
Mountain Bell Telephone Company Date

SURVEYORS CERTIFICATION

I, Garry P. Hugg, New Mexico Professional Land Surveyor Number 5823, hereby certify that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my supervision; that it shows all easements of record; that it meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance; that it meets the Standards for Land Surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Land Surveyors, and that it is true and correct to the best of my knowledge and belief.

Garry P. Hugg
NMPLS No. 5823

SHEET 1 OF 2



STATE OF NEW MEXICO
COUNTY OF BERNALILLO

On this 11 day of September, 1985, before me the undersigned, a
Notary Public, personally appeared E. E. Townes, to me known to be Secretary/
Manager of The Lion's Paw, Inc., who acknowledged that he signed and sealed
the accompanying instrument as his free and voluntary act and deed on behalf
said corporation.

E. E. Townes
Secretary
August 8, 1989

STATE OF NEW MEXICO
COUNTY OF SANDOVAL

On this 11 day of July, 1985, before me the undersigned,
a Notary Public, personally appeared Donna R. Hugg, to me known to be New
Mexico Professional Land Surveyor Number 5823, who acknowledged to me that
he signed and sealed the accompanying Surveyors Certification as his free
and voluntary act and deed.

Donna R. Hugg

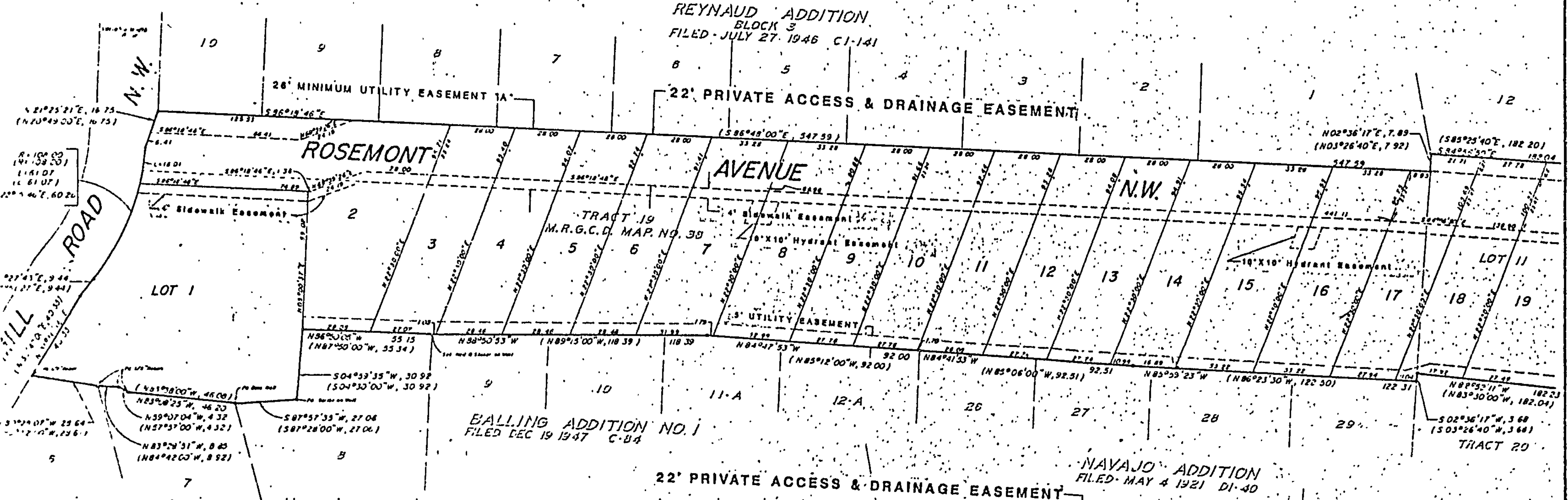


OFFICIAL SEAL
DONNA R. HUGG
NOTARY PUBLIC STATE OF NEW MEXICO
Notary Bond Filed with Secretary of State
Expires 3-15-87

SAWMILL TOWNHOUSES 516

WITHIN
SECTION 18, TOWNSHIP 10 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE,
BERNALILLO COUNTY, NEW MEXICO,
JULY, 1985

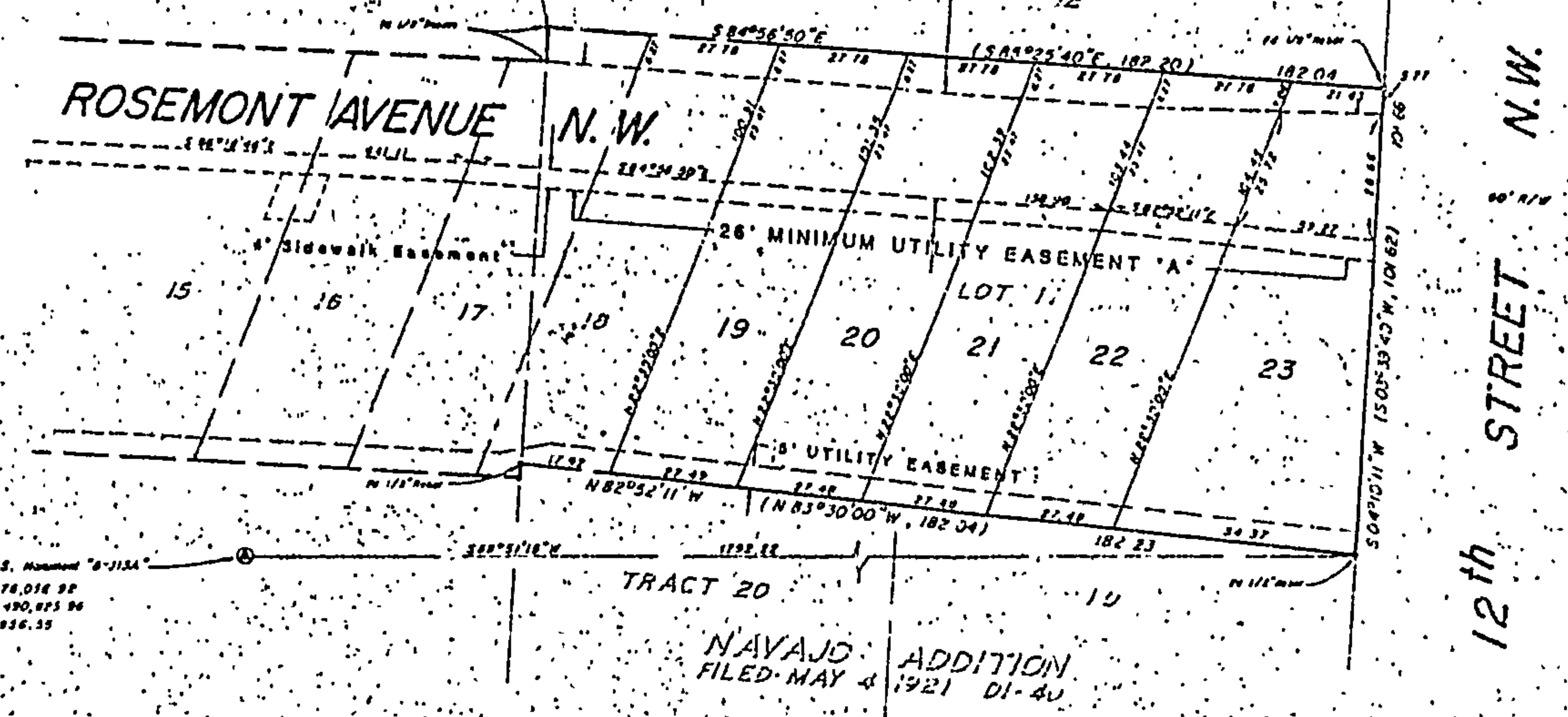
NOTE: THERE IS A ONE FOOT (1') ENCROACHMENT
EASEMENT ON EACH SIDE OF ALL LOTS.



WATER AND SANITARY SEWER SERVICE NOTICE
City of Albuquerque Water and Sanitary Sewer Service to these Lots
must be verified and coordinated with the Water Resource Department,
City of Albuquerque.

- GENERAL NOTES**
1. Bearings are grid and based on the New Mexico State Plane Coordinate System, Central Zone, and related to grid at the Albuquerque City Survey Monument.
 2. Record information is shown in parenthesis.
 3. Distances are ground.
 4. Distances along curved lines are lengths.
 5. Delta Alpha = -00° 16' 18"
 6. Combined ground to grid factor = 0.9998203
 7. All corners are a 5/8" rebar and survey stamped "ALCO 15 5823" unless otherwise indicated.
 8. Zone Atlas Page 3-12.

Scale 1" = 30'



NOTE: Maintenance of the Private Access Drive and Sidewalk Easement shall
be the responsibility of the Sawmill Townhome Homeowners Association.

11/25/85



Post Office Box 947

Albuquerque, New Mexico 87103

505-765-1800

November 1, 1985

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 168

AMOUNT: \$83,564.73

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

Dear Mr. Stover:

At the request of Sawmill Associates, Ltd., a New Mexico limited partnership, we establish our Irrevocable Letter of Credit in your favor for the account of Sawmill Associates, Ltd., to the extent of and not exceeding Eighty-Three Thousand Five Hundred Sixty-Four and 73/100 dollars (\$83,564.73).

This Letter of Credit has been established to insure the completion of construction of subdivision improvements in accordance with the Subdivision Improvements Plan filed with the Office of the City Engineer and identified as Project No. 2667, as provided by the Agreement between Sawmill Associates, Ltd., and THE CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 294-A at pages 492 to 516, 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, Eighty-Three Thousand Five Hundred Sixty-Four and 73/100 dollars (\$83,564.73) is available at sight at The Bank of Albuquerque, Albuquerque, New Mexico between November 1, 1985 and January 2, 1987. When presented for negotiation, the Draft(s) is/are to be accompanied by the following document:

The City's notarized certification stating that Sawmill Associates, Ltd. 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.

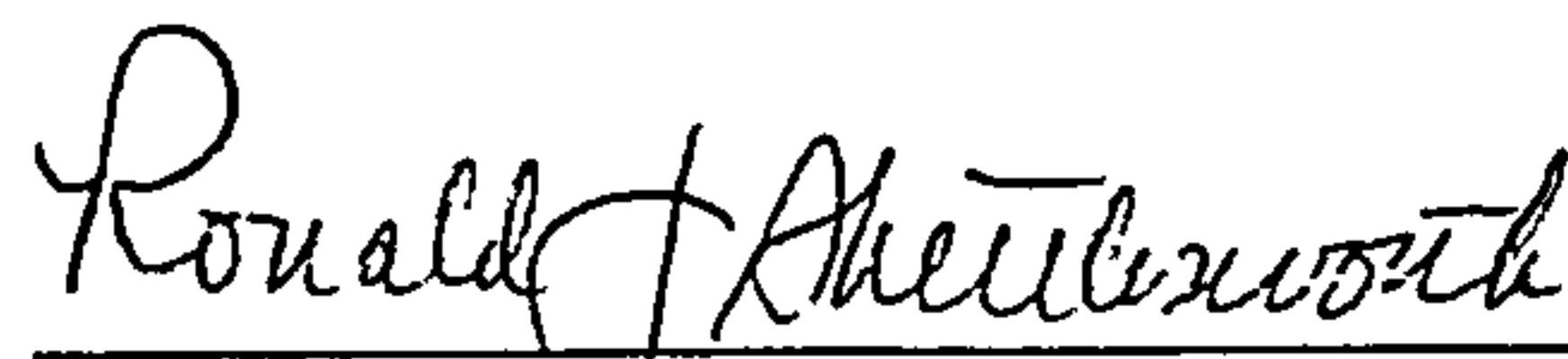
We hereby agree with the drawer of Draft(s) drawn and under and in compliance with the terms of this credit that such Draft(s) will be duly honored on the presentation to the drawee if negotiated between November 1, 1985 and January 2, 1987.

The Draft(s) drawn under this credit must be endorsed and contain the clause: "Drawn under Letter of Credit and Agreement No. 168 of The Bank of Albuquerque, -Albuquerque, New Mexico, dated November 1, 1985"; 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 12:00 o'clock p.m., New Mexico time, January 2, 1987.

~~The Bank of Albuquerque~~



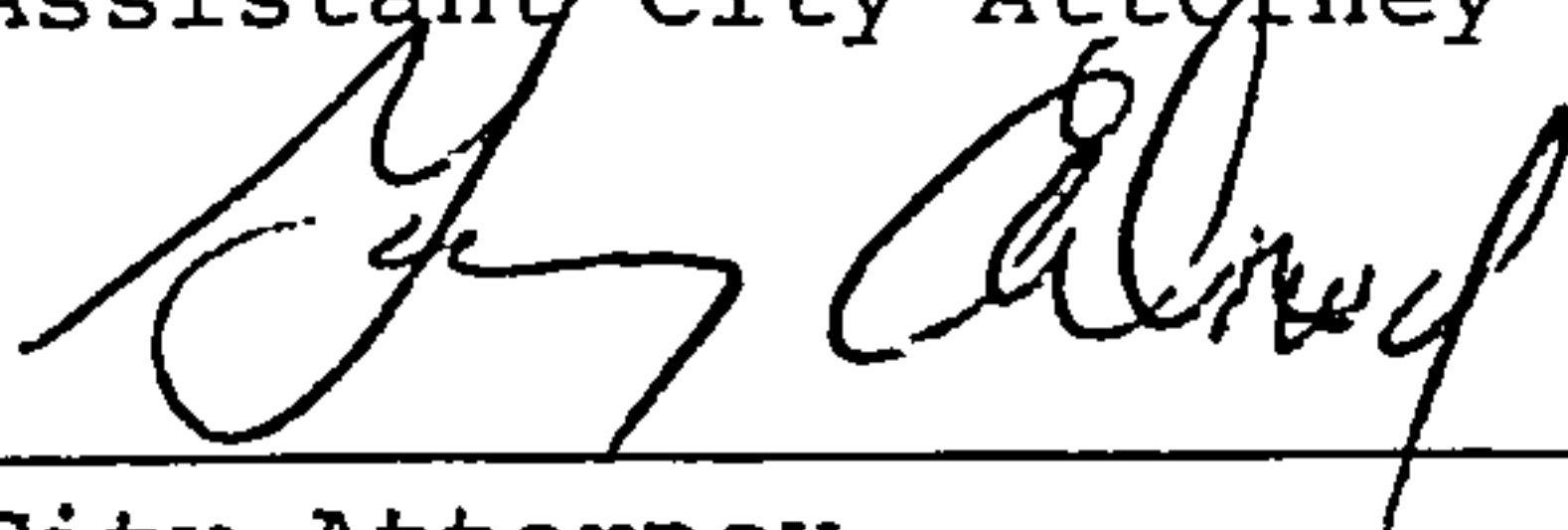
Ronald J. Shettlesworth, President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE



Assistant City Attorney



City Attorney