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L13/D2

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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

July 5, 1985

Mr. Frank Lovelady
7408 Morrow Rd. NE
Albuquerque, NM 87110

RE: DRAINAGE PLAN FOR MOBILE HOME SUBDIVISION (L13/D2) RECEIVED JUNE 28, 1985

Dear Mr. Lovelady:

The above referenced plan dated June 25, 1985 is approved by Hydrology as one of the conditions for Preliminary Plat.

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

Sincerely,

Carlos A. Montoya
City/County Flood Plain Admin.

CAM/cl

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Mobile Home Subdivision, Tract 47 a-1-b-1, M.R.G.C.D. Map 41 ZONE ATLAS/DRNG. FILE #: L13/D2

LEGAL DESCRIPTION: Tract 47 a-1-b-1 MRGCD Map 41

CITY ADDRESS: N/A

ENGINEERING FIRM: Lovelady & Associates CONTACT: Frank Lovelady

ADDRESS: 7408 Morrow Road, N.E.87110 PHONE: 883-7973

OWNER: Tim Dillon CONTACT: Gordon Hall

ADDRESS: _____ PHONE: 881-9280

ARCHITECT: Gordon Hall, Architect CONTACT: Gordon Hall

ADDRESS: _____ PHONE: 881-9280

SURVEYOR: Southwest Surveying Co. Inc CONTACT: Dan Graney

ADDRESS: 333 Lomas Blvd. PHONE: 247-4444

CONTRACTOR: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

RECEIVED
JUN 28 1985
HYDROLOGY SECTION

PRE-DESIGN MEETING:

_X_ YES
___ NO
_X_ COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 84-706
EPC NO. _____
PROJ. NO. _____

TYPE OF SUBMITTAL:

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

Note: This is a resubmittal of the grading plan showing a minimum slope of 0.5%. The previous plan was based on 1% which resulted in excessife fill

CM

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL
___ PRELIMINARY PLAT APPROVAL
_X_ 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: June 26, 1985

BY: Frank D. Lovelady, P.E.

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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

May 17, 1985

Frank Lovelady
7408 Morrow Road NE
Albuquerque, NM 87110

REF: DRAINAGE PLAN FOR MOBILE HOME SUBDIVISION (L13-D2) RECEIVED MARCH 18, 1985

Dear Mr. Lovelady:

Sorry for the delay on returning comments to you on the Mobile Home Subdivision.

We have accepted free discharge in concept referencing the January 8, 1985 letter; however, you must address the impacts of flows from your site on Sunset Road. Attention must be given to property on Sunset Road downstream of the proposed Mobile Home.

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

Sincerely,

Carlos A. Montoya
Civil Engineer/Hydrology

CAM:mrk

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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

April 12, 1985

Frank Lovelady
7408 Morrow Road, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR MOBILE HOME SUBDIVISION
(L-13/D2) RECEIVED MARCH 18, 1985

Dear Mr. Lovelady:

I have reviewed the referenced plan dated March 13, 1985, and forward these comments:

1. What are the impacts on the immediate area from the site runoff?

2. The solution to runoff from this site may only by answered with retention pond due to the following:

   a. The area is not fully developed and other property owners may want to use this as a presidence.

   b. A detention pond would not alleviate the downstream flooding. The flooding is a pond which would not be helped with a late peak.

   c. The flooding downstream is in private property and therefore we are impacting their property.

Frank, you may want to set up a meeting with us and we can further discuss this project. If you have any questions, please call me at 766-7644.

Cordially,

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

CAM/bsj

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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

January 8, 1985

Frank Lovelady
7408 Morrow Road, NE
Albuquerque, New Mexico 87110

RE: CONCEPTUAL STORM DRAINAGE REPORT FOR MOBILE HOME SUBDIVISION
(L-13/D2) RECEIVED DECEMBER 4, 1984

Dear Frank:

The referenced submittal is approved in concept. Please submit a detailed grading and drainage plan for review prior to final approval.

The infrastructure improvements will have to go through the work order process. This involves the preparation of construction plans for review and sign-off through DRC. The package will also need to include an engineering estimate for construction costs.

Contact the Design Engineering Section at City for the required submittal.

Should you have any questions or comments, please call me at 766-7644.

Cordially,

Billy J. Goolsby

Billy J. Goolsby, C.E.
Design Hydrology Section

BJG/bsj

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CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

HYDROLOGY SECTION PROJ. NO. L-13 DATE: 11/2/84

PLANNING DIVISION NO. _____

CONFERENCE RECAP

SUBJECT: Tract 47A-1-A-1 MRGCD Map 41
Mobile home Subdivision.

	WHO	REPRESENTING
ATTENDANCE:	Frank Lovelady	
	Billy Goolsby	

FINDINGS: ① Approved drainage report required for Hydrology sign-off.
② Discharge to be determined by analysis of downstream capacity
③ Paved access required.
④ Subdivision Improvements Agreement required for Final Plat sign-off.

Investigation with regard to annexation is appropriate for clarity of criteria for City or County requirements.
* Please provide a copy of recap w/submittal.

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

SIGNED:	Billy Goolsby	SIGNED:	Frank Lovelady
TITLE:	CE/Hydrology	TITLE:	
DATE:	11/2/84	DATE:	11/2/84

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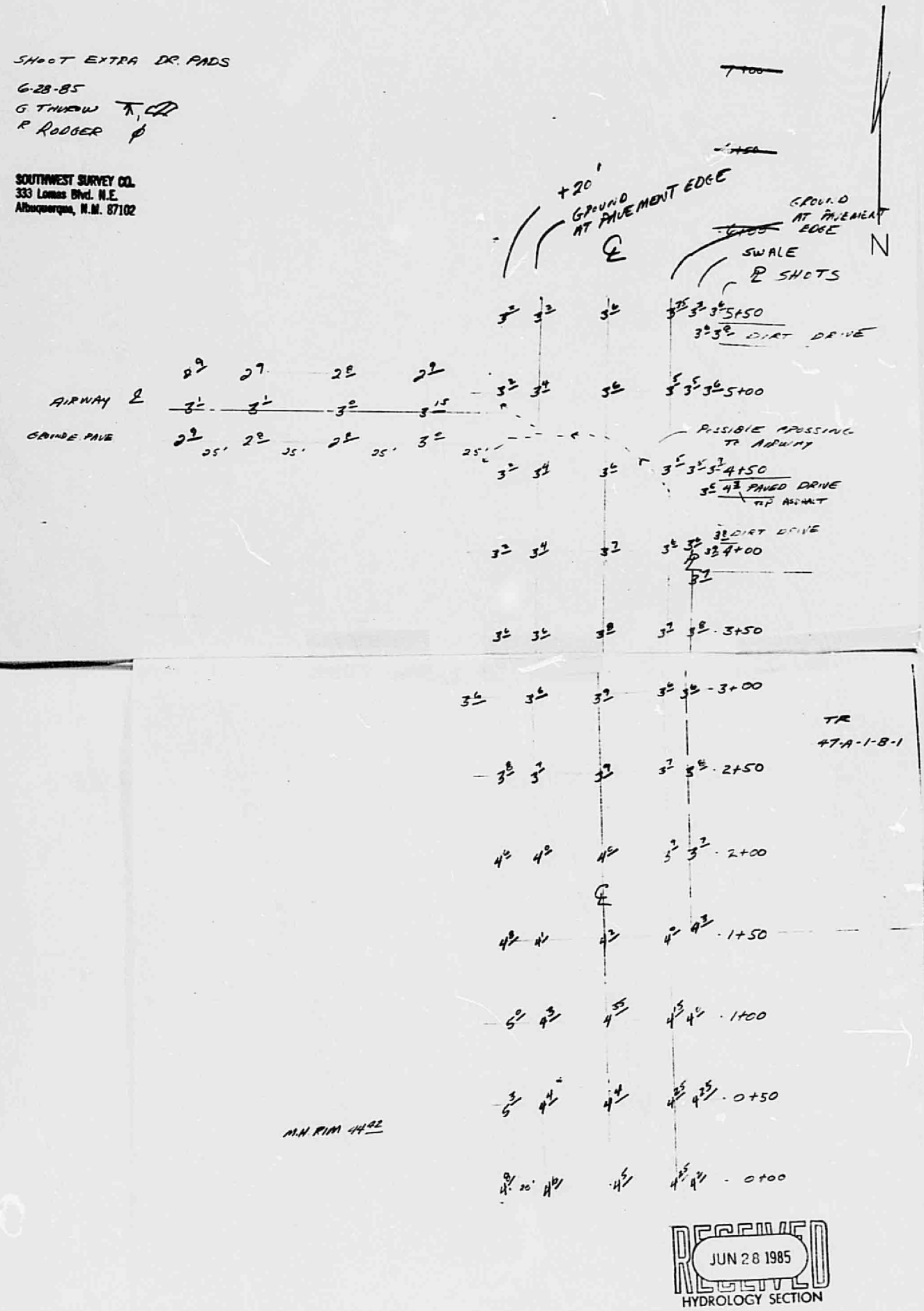
SHOOT EXTRA DR. PADS

6-28-85

G THURSW

R RODGER

SOUTHWEST SURVEY CO.
333 Lomas Blvd. N.E.
Albuquerque, N.M. 87102



M.H RIM 44.02

RECEIVED
JUN 28 1985
HYDROLOGY SECTION

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DRAINAGE REPORT

FOR

MOBILE HOME SUBDIVISION
(Tract 47 "a-1-b-1", M.R.G.C.D. Map 41)

ZONE ATLAS PAGE NO. L-13 102

PREPARED BY

Lovelady & Associates

RECEIVED
MAR 18 1985
HYDROLOGY SECTION

March 14, 1985

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STORM DRAINAGE REPORT

FOR

MOBILE HOME SUBDIVISION
(Tract 47alb1, MRGCD MAP 41)

I. PURPOSE:

The purpose of this report is to present a comprehensive analysis of drainage control constraints on the proposed development, to determine peak runoff quantities and volumes, and to present a plan that will satisfy all city and county requirements in properly discharging runoff to public easements or rights-of-way.

II. SCOPE:

The scope of this report includes determining on-site flow rates and volumes, and rates and volumes of off-site flows if such flows enter the property. The scope also includes determining the annexation boundary in relation to this property, assessing downstream conditions and flood hazard areas and presenting a suitable method of discharge that will not increase downstream flooding.

III. LOCATION AND USE:

The area of proposed development is in Zone Atlas Grid number L-13. The property is located on the south side of Sunset Road approximately 800 feet north of Bridge Boulevard.

The proposed use of the property is a mobile home subdivision and the zoning on the property has been changed from C-1 to SU-1 for M-H uses. The location of the site is as shown on Zone Atlas Page L-13 which is reproduced as Figure 1.

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The property was annexed into the City in 1975. See Figures 2a through 2c in Appendix B.

IV. EXISTING CONDITIONS:

A. Off-site conditions.
The property is bounded on the west by Sunset Road and on the east by the Atrisco Drain. North and south of the property is private property which is sparcely developed. All of the property between the ditch and Sunset Road appears to have, at one time, been irrigated by the Atrisco Drain. This is evidenced by the remains of ditches along the north and south fence. These old ditch remains, being higher than the property on both sides, serve as an effective barrier to off-site flow. Sunset Road is paved without curb and gutter. The City orthotopo map is shown in Figure 3.

B. On-site conditions.
As stated above, the property appears to have been a field so it is relatively flat but with some slope from east to west. There is evidence that there were, some time ago, some buildings occupying the front part of the tract.

The soil type is Vc, Vinton clay loam. Slopes are zero to one percent. Runoff is slow and the hazard of water erosion is slight. Community development is one of the listed uses. The hydrologic soil group is B. The soil map is shown in Figure 4.

V. PROPOSED DEVELOPMENT:

The site is proposed to be developed around a street, or cul de sac, with a 42-foot right-of-way, for roadway, drainage and utilities. The street ends in a 45-foot radius

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turnaround. The street will be paved with roll-type curb and gutter. All lots will front on this street and the lots will be graded to drain from the rear of the lot to the street. The street will be designed to drain west to Sunset Road.

VI. ANALYSIS OF DOWNSTREAM CONDITIONS:

The flow in Sunset Road is from south to north. Less than 100 feet north of the property, Airway Road intersects Sunset Road from the west. A fairly large flood hazard zone is approximately centered on Airway Road.

Sunset Road is shown by the Annexation map in Figure 2a to be in the County and not in the City. If fact, all land surrounding the site on the north, west and south is outside of the Municipal Limits.

Once flow leaves the site and enters Sunset Road right-of-way, it flows north a short distance and then, west. Sunset Road does not have a well-defined bar ditch nor are there any culverts in this area. Therefore, flow to the west is across the pavement surface. The City of Albuquerque Floodway Map is shown in Figure 5.

Figure 6 shows the srorm sewer map for Grid L-13. There are no storm sewer facilities in the area since most of the area is in the County.

The State Highway Department, through their consultant Scanlon and Associates, is presently preparing plans and specifications for the reconstruction of Bridge Boulevard. The plans will include a storm sewer but its capacity will be only sufficient for Bridge Boulevard. It is very doubtful if it will releave any flooding except that it might prevent water that now flows

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north from Bridge Boulevard at Five Points from entering the Flood Hazard area on Airway Road.

VII. CONCLUSIONS AND RECOMMENDATIONS:

A. Conclusions.

1. The site is in an area that is becoming more and more urbanized but without the benefit of the drainage and street infrastructure that most areas in the City of Albuquerque enjoy.

2. The tract is technically in the City but it does not receive its access from a city street and all land surrounding it is in Bernalillo County and not in the City of Albuquerque.

3. There is no off-site drainage entering the site.

4. Discharge from this site will have and insignificant effect on downstream flooding west of Sunset Road.

5. Until a storm sewer is constructed, positive discharge from ponds is not possible. On-site ponding without the benefit of positive discharge will result in an undesireable health hazard.

B. Recommendations.

1. It is recommended that drainage from the proposed development continue to discharge to Sunset Road in a manner similar to its present pattern.

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APPENDIX A
DRAINAGE CALCULATIONS
FOR
TRACT 47alb1, MRGCD MAP 41

I. REFERENCES:

A. City of Albuquerque Development Process Manual (DPM), Volume 2, Design Criteria, Chapter 22, Drainage, Flood Control and Erosion Control.

B. Soil Survey of Bernalillo County and Parts of Sandoval and Valencia Counties, New Mexico, U.S. Department of Agriculture, Soil Conservation Service.

II. GENERAL INFORMATION:

A. Soil Type. (See Ref. B.) Soil is Venton sandy loam 0 to 1 percent slopes (VbA), Hydrologic Soil Group B.

B. "C" Factor. (See Ref. A., Plates 22.2 C-1 and C-2) On Plate 22.2 C-2 for residential , average lot size 1/8 acre or less, the average percent impervious is 65%. On Plate 22.2 C-1, Curve B, for 65% impervious, C = 0.66 For undeveloped, 0% impervious, C = 0.34

C. Time of Concentration (T_c) (See Ref. A., Plate 22.2 B-1)
From most remote point to the cul de sac, L = 220'.
Ave. slope = 0.5% V = 0.4 feet per second.
T = 220/(0.4 x 60) = 9.2 minutes. Plus street flow,
V = 1.8 fps.
T = 370/(1.8 x 60) = 3.42 minutes Total T_c = 12.6 min.
Undeveloped. L = 550 ft. S = 1.2/550 = 0.0022 ft./ft.
T = 550/(0.3 x 60) = 30.5 minutes.

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D. Rainfall, 100-year, 6-hour (See Ref A, Plate 22.2 D-1)
R_6 = 2.25 inches.

E. Rainfall Intensity. (See Ref A. Plate 22.2 D-2)
$I = R_6 \times 6.84 \times T_c^{-0.51}$

$= 2.25 \times 6.84 \times 12.6^{(-.51)} = 4.23$ in/hr (Developed)
$= 2/25 \times 6/84 \times 30/5^{(-.51)} = 2.69$ in/hr (Undeveloped)

III. PEAK DISCHARGE:

A. Undeveloped.

Q_{100} = CIA = 0.34 x 2.69 x 3.18 = 2.91 cfs

Q_{10} = 2.91 x 0.657 = 1.91 cfs

B. Developed.

Q_{100} = 0.66 x 4.23 x 3.18 = 8.87 cfs

Q_{10} = 8.87 x 0.657 = 5.83 cfs

IV. VOLUME:

A. Undeveloped.

V_{100} = 0.34 (2.25/12) 3.18 x 43560 = 8,830 cu.ft.

V_{10} = 8,830 x 0.657 = 5,801 cu.ft.

B. Developed.

V_{100} = 0.66(2.25/12) 3.18 x 43,560 = 17,141 cu.ft.

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B. Developed Volume Continued.

V_{10} = 17,141 x 0.657 = 11,261 cu.ft.

V. DOWNSTREAM CAPACITY

Area of flood hazard area west of Sunset Road = 894,500 sq ft
Increased depth due to discharge from this site is...

(17,141 - 8,830)/ 894,500 = 0.009 feet.

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APPENDIX B

FIGURES

Figure 1	Zone Atlas Map
Figure 2a	Annexation Ordinance
Figure 2b	Annexation Ordinance, Signatures
Figure 2c	Annexation Map
Figure 3	City Orthotopo Map
Figure 4	Soil Map
Figure 5	Floodway Map
Figure 6	Storm Sewer Map
Figure 7	City Aerial Photo Map.

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FIG 1
Zone Atlas Map

L-13
#9

ORDINANCE No. 40 -1975
AX-75-10, Z-75-27

ANNEXING TRACT 47A1B1, MRGCD MAP NO. 41, AND THE ADJACENT PORTION OF THE ATRISCO DRAIN TO THE CITY OF ALBUQUERQUE, NEW MEXICO; AND AMENDING THE ZONE MAP OF THE CITY OF ALBUQUERQUE AS SHOWN IN ORDINANCE NO. 2726, AS AMENDED.

WHEREAS, the owner of the area to be annexed and hereinbelow described in this ordinance, which land is contiguous to the boundaries of the City of Albuquerque, New Mexico has heretofore presented a petition properly signed, accompanied by a map of said contiguous territory, petitioning the Governing Body of the City of Albuquerque, New Mexico to pass and adopt an ordinance annexing said lands to the City;

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

Section 1. The following described territory is hereby annexed to and made a part of the City of Albuquerque for all purposes upon filing of a copy of this ordinance and a map of the territory so annexed in the office of the County Clerk of Bernalillo County, New Mexico and publication of this ordinance according to law:

A. Tract 47alb1, MRGCD Map No. 41, and the adjacent portion of the Atrisco Drain.

Section 2. The zone map referred to in Ordinance No. 2726, as amended, is hereby amended as follows:

A. Establishment of C-1 zoning for the area described in Section 1 above.

Filed Aug. 11, 1975

FIG. 2a
Annexation Ordinance

PASSED AND ADOPTED this 30th day of June, 1975.

Jack Kolbert, President
City Council

APPROVED this 18th day of July, 1975.

Harry E. Kinney, Mayor
City of Albuquerque

ATTEST:

Ramona M. Pitschke
Deputy City Clerk

FIG 2b
Annexation Ordinance

25×10 32×10

FIG 2c
City Annexation Map

25×10 32×10



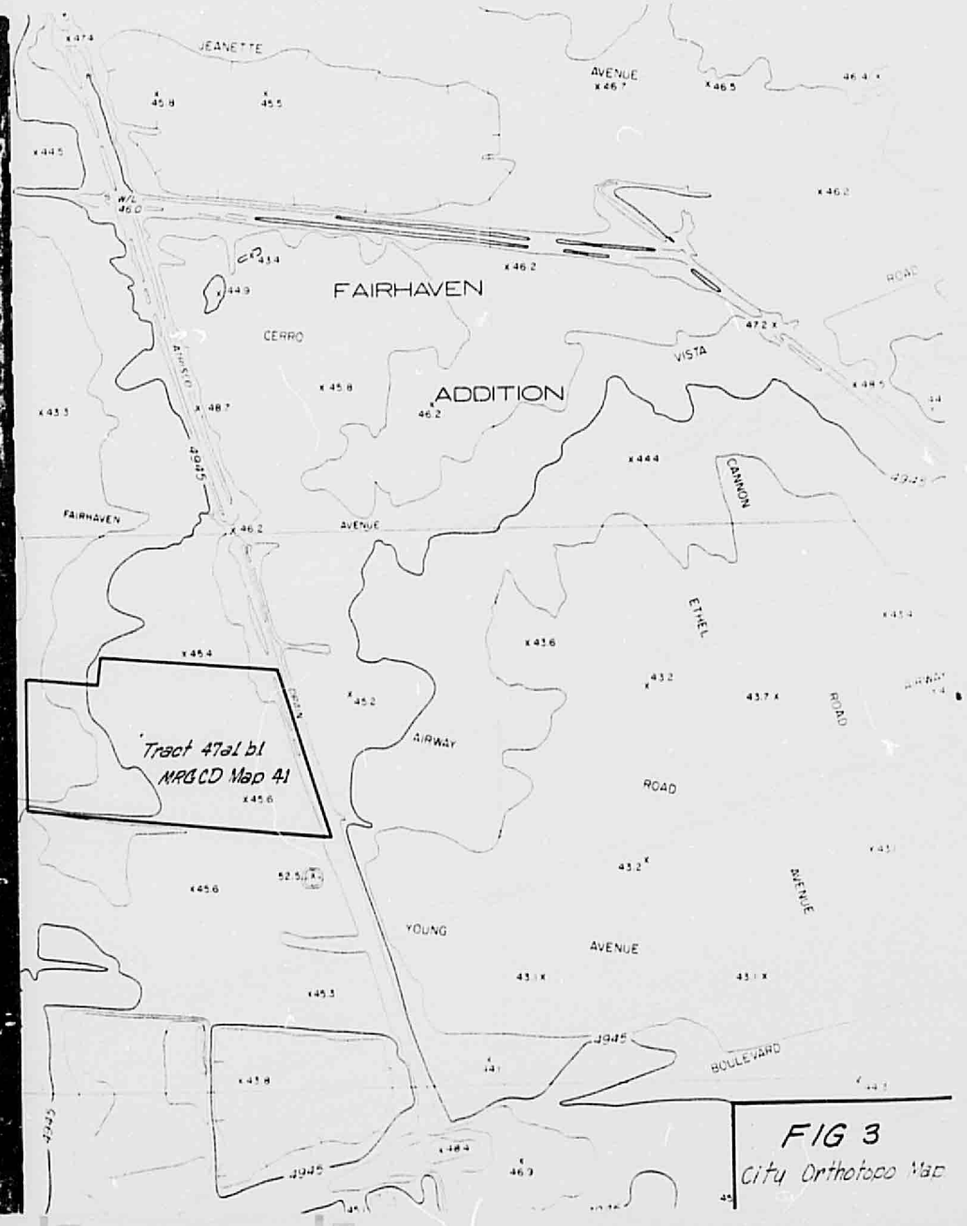


FIG 3
City Orthotopo Map

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OF THE ORIGINAL DOCUMENT

...D VALENCIA COUNTIES, NEW MEXICO — SHEET NUMBER 30

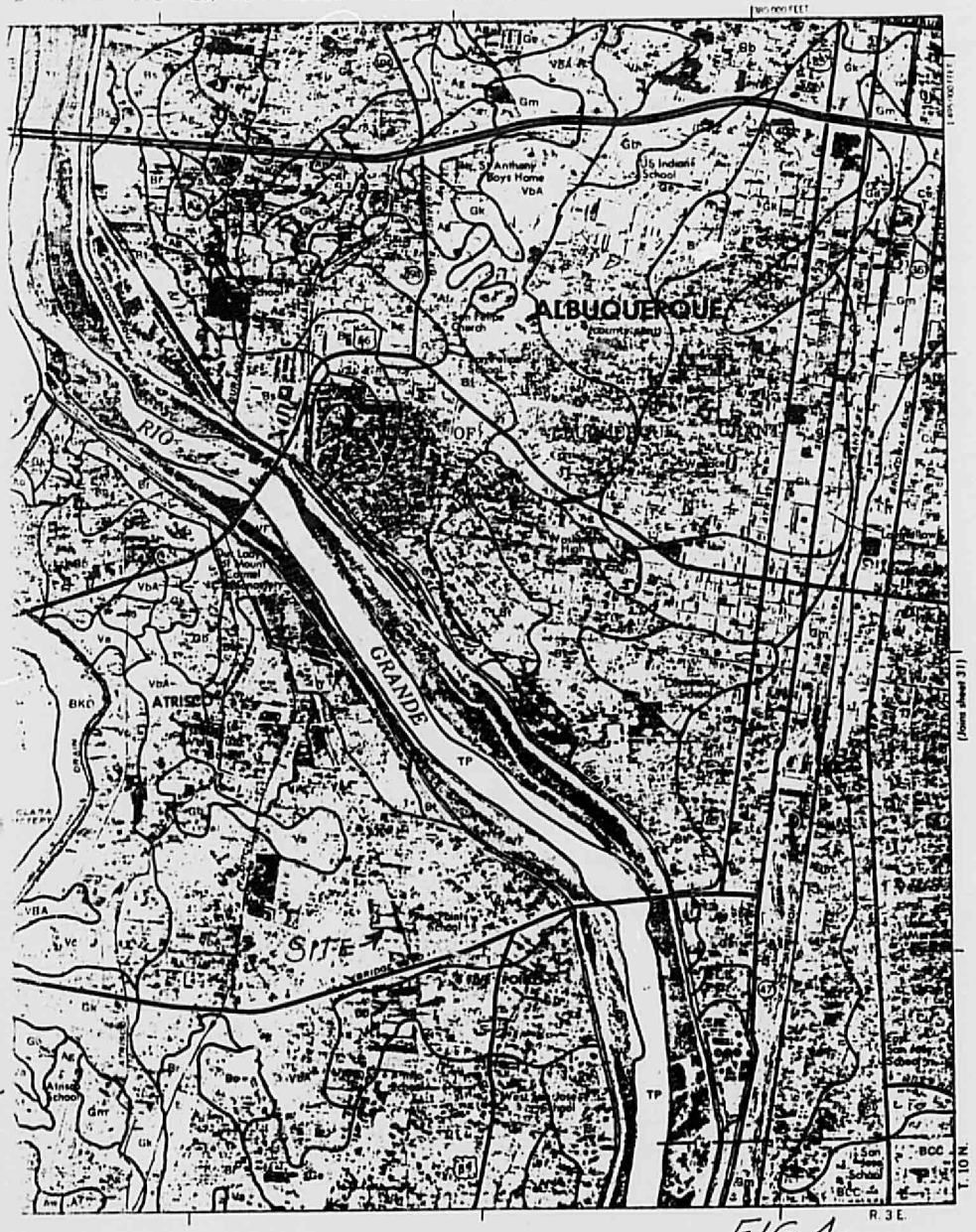


FIG 4

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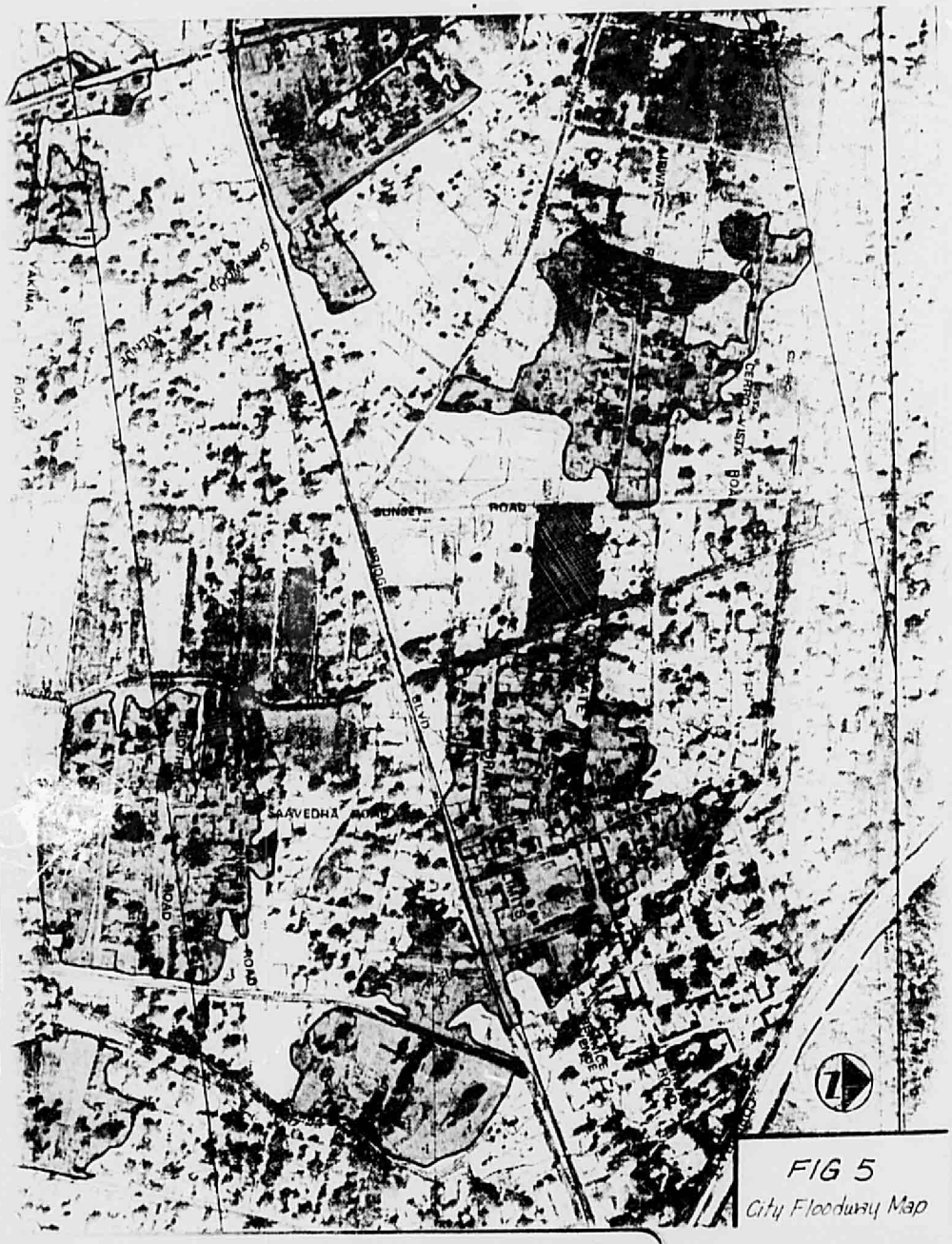


FIG 5
City Floodway Map



FIG 7

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OF THE ORIGINAL DOCUMENT

CITY ENGINEER'S OFFICE
766-7467

RECEIVED
JUN 06 1985
PM 01:42
HYDROLOGY SECTION

Date: May 31, 1985

To: Fred and Bob

From: Denise

RE: #2484 - SUNSET ESTATES (L13/D2)

Please review, comment and advise. Tim Dillon, Developer (842-0496) advised me that the private road specifications will be to City standard and are planning to dedicate private road to City after completion and acceptance of project.

Thanks!!!

6/5/85

Fred:

Please note Dwayne's comment below.

Thanks,
Denise

not correct procedure per Fred

6/4/85 Per Fred

1. Have not been to DRB for prel. plat approval
2. Infrastructure listing has not been approved.

a.) doesn't appear to be set up for "Private"

b.) An agreement could be developed for City acceptance, but not this.

Municipal Development Department
P.O. Box 1293, Albuquerque, N.M. 87103

6/4

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DRB-84706

L13/D2

INFRASTRUCTURE REQUIREMENTS

FOR

SUNSET SUBDIVISION

The following infrastructures will be constructed within the subdivision.

Water

374 feet of 6-inch line extension in proposed roadway from existing 10-inch A.C. line in Sunset Road to end of cul-de-sac.
One tie-in valve at Sunset Road S.W.
One standard hydrant between Lots 6 and 7.
All lots to receive service with meter from this extension.

Sewer

382 feet of 8-inch line extension in proposed roadway from existing 8-inch V.C.P. line in Sunset Road to end of cul-de-sac.
Four standard sewer manholes.
All lots to receive service from this extension.

Road

Four-foot sidewalks to be built on both sides of road and throughout cul-de-sac (barrier-type curb and gutter).
32 feet of D.P.M. standard pavement throughout road.
Four feet of sidewalk with curb and gutter on Sunset Road S.W.

Paving

24 feet of asphalt paving adjacent to the West side of the subdivision on Sunset Road S.W.

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L13/D2

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR KEN SCHULTZ
CHIEF ADMINISTRATIVE OFFICER GENE ROMO
DEPUTY CAO PUBLIC SERVICES FRANK MARTINEZ
DEPUTY CAO PLANNING/DEVELOPMENT BILL MUELLER

November 24, 1987

Tim Dillon
9101 La Costa NE
Albuquerque, NM 87111

RECEIVED
NOV 25 1987
HYDROLOGY SECTION

22. DRB-84-0706 Tim Dillon requests Amended Infrastructure List approval for Tract 47A-1-B of SUNSET SUBDIVISION MRGCD MAP #41 zoned SU-MH (COUNTY) and located on Chester and Sunset between Bridge and Central. (L-13)

At the November 24, 1987, Development Review Board meeting, the Infrastructure List was amended to delete the sidewalks, curbs and gutter along Sunset Road based on:

1. The existing development along Sunset Road.

2. The indeterminate nature of final road grades and permanent improvements.

3. The difficulty associated with drainage from curb and gutters, given the existing drainage scheme.

If you have any questions, you can call me at 768-3860.

Sincerely,

Richard Dineen, Chairman
Development Review Board

cc: Andre Houle, Design Review Committee
Traffic Engineering
City Engineering
Transportation Planning, Box 68, 5th Floor
File

4046

AN EQUAL OPPORTUNITY EMPLOYER

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FILE COPY

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

August 30, 1989

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

RE: DRAINAGE COMPLAINT FOR MOBILE HOME SUBDIVISION
(L-13/D2)

Dear Mr. Lovelady:

We have been receiving drainage complaints from residents of the mobile home park which is located at the site shown on the attached zone atlas page. The residents have complained of the standing water at Sunset Road and the entrance to the mobile home park.

Attached are two letters dated April 12, 1985 and May 17, 1985 which asked the question concerning flows on Sunset Road and where this flow would be conveyed to. You submitted a spot elevation map and a recommendation that flows from the mobile home park be conveyed west on Sunset Road.

Please address why we are having this standing water problem since you indicated that flows could be conveyed west on Sunset.

Should you have any questions, please feel free to call me at 768-2650.

Cordially,

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

Enclosures

xc: Glen Jergensen
CAM/bsj
(WP+75)

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RECEIVED
SEP 15 1986
HYDROLOGY SECTION

Procedure "B"

EXTENSION AGREEMENT

This Agreement is entered into this 8th day September, 1986, by and between the City of Albuquerque, a municipal corporation (hereinafter referred to as the City) and Tim Dillon (DBA Encino Development) (hereinafter referred to as Developer).

WHEREAS the City and Developer entered into an Agreement on the 6th day of August, 1985 which was filed for record in the office of the Clerk of Bernalillo County, New Mexico on the 6th day of August, 1985 and subsequently recorded at Book Misc. 257-A, pages 426 through 496, (hereinafter referred to as the Earlier Agreement), whereby Developer agreed to complete the construction of certain infrastructure improvements on or before the 6TH day of August, 1986; and

WHEREAS, it appears that Developer will be unable to complete construction of the improvements on or before the 6TH day of August, 1986 as specified in said Agreement; and

WHEREAS the City is willing to grant Developer an extension of time in which to complete construction of the improvements provided that Developer post a revised financial guarantee in accordance with the City's Subdivision Ordinance; and

WHEREAS Developer is able to provide the revised financial guarantee as required by the City;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties hereby agree as follows:

Rev. 10/85
(0109E)

25×10 32×10

987

1. The required completion date for construction of the improvements, as set forth in paragraph ___ of the Earlier Agreement is extended:

a. in entirety to the 29TH day of July, 1987

OR (only one may be completed)

b. on portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE
_____	_____
_____	_____
_____	_____

2. Concurrently with the execution of this Agreement, Developer shall post with the City a revised financial guarantee in an amount and form acceptable to the City.

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Agreement shall remain valid, in force, and binding upon the parties. In executing this Agreement, it is the intent of the parties to only extend the completion date set forth in the Earlier Agreement and establish a revised financial guarantee for the City.

WITNESS our hands and seals this _____ day of _____, 19___.

DEVELOPER:

Tim Dillard DBA Encino Development
Signed

Tim Dillard
Name

Developer
Title

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks, Jr., Principal Engineer, Design Division, PWD

Gene Romo
Chief Administrative Officer

Reviewed as to Form Only:

Assistant City Attorney

City Attorney

Rev. 10/85

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

The foregoing instrument was acknowledged before me this 5th day of August, 1986, by Jim Dillon / Developer.
Name/Title
of Ensino Development.
Company

Angie Kuzior
Notary Public

OFFICIAL SEAL
ANGIE KUZIOR
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 6-19-88

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

The foregoing instrument was acknowledged before me this 8th day of September 1986, by Gene Romo, Chief Administrative Officer os the City of Albuquerque.

Priscilla Phillips
Notary Public

My commission expires:

3-17-90

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1986 SEP 10 AM 8:15

M 392 PG. 986-988

DOLORES C. WALLER
CO. CLERK & RECORDER

Bill Bous DEPUTY

Rev. 10/85

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9-10-86

THE BANK OF ALBUQUERQUE

Post Office Box 947 Albuquerque, New Mexico 87103 505-765-1800

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

RE: Escrow Letter for Sunset Estates, Tim Dillon (DBA Encino Development)

Dear Mr. Romo:

This is to advise the City of Albuquerque that the Bank of Albuquerque holds in Escrow in our loan reserves the sum of Nine thousand two hundred twenty-four and 88/100 Dollars $9,224.88 for the exclusive purpose of providing the financial guarantees required by Tim Dillon (DBA Encino Development) for the installation of those improvements in Sunset Estates (Project No 2484) identified in the Agreement between the City of Albuquerque and Tim Dillon (DBA Encino Development), a copy of which is attached hereto as Exhibit "A" and is recorded in Book Misc. 257A , at pages 476 to 496 , of the records of County of Bernalillo, State of New Mexico ("Agreement").

The funds from this Escrow of loan reserves will be released to the City of Albuquerque for the specific purpose of paying for the installation of the improvements referenced in the Agreement, and will only be released upon written approval by William P. McNamara, Assistant City Engineer/Field, or such other City Representative as shall be designated by the City Engineer. If, by the date, July 29, 1987, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates, July 29, 1987 and September 29, 1987 of the City's notarized certification, executed by the Chief Adminsitrative Officer of the City of Albuquerque, stating that Tim Dillon (DBA Encino Development) has failed to comply with the terms of the improvements specified in the Agreement, then The Bank of Albuquerque shall draw by Certified Check to the City of Albuquerque, from the Escrow of loan reserves, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement.

The Escrow of loan reserves for the benefit of the City of Albuquerque shall be irrevocable until:

1. The sixtieth (60th) day following final City acceptance of the completed improvements specified in the Agreement;

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2. City notification of failure of Tim Dillon (DBA Encino Development) to comply with the terms of the Agreement, and payment by Certified Check from The Bank of Albuquerque to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement; or

3. Written cancellation of this Escrow Letter by the City of Albuquerque, signed by its Chief Administrative Officer.

This Escrow Letter shall be effective only upon receipt by The Bank of Albuquerque from the City of Albuquerque of the original Escrow Letter for Sunset Estates, Tim Dillon (DBA Encino Development) as filed with the City Clerk's Office on August 6, 1985.

Very truly yours,

Ronald J. Shettlesworth

Ronald J. Shettlesworth
President

Approved As To Form

City Attorney

Date: 9-4-86

Approved as to Form:

Asst. City Attorney

Date: 9/4/86

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City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

RECEIVED
SEP 15 1986
HYDROLOGY SECTION

September 11, 1986

Mr. Tim Dillon
Encino Development
9101 La Costa, N.E.
Albuquerque, NM 87111

RE: Sunset Subdivision

Dear Mr. Dillon:

Enclosed is a copy of subject Extension Agreement and Letter of Credit for subject project as filed with the City Clerk's Office.

Please call me if I may be of further assistance.

Sincerely,

Della Gallegos

Della Gallegos
Administrative Assistant

Enclosures

cc: Wiess-Hines, Engineering
Fred Aguirre, Hydrology Division, PWD
Project File

2582E

PUBLIC WORKS DEPARTMENT

George E. Saavedra, P.E., Assistant Director Public Works | ENGINEERING GROUP | Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

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CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE REF. NO._____

June 25, 1985

TO: Denise Wilcox, Administrative Assistant; Engineering Division

FROM: Carlos A. Montoya, P.E.; Design Hydrology Section CM

SUBJECT: SUBDIVISION IMPROVEMENTS AGREEMENT - SUNSET ESTATES (PROJECT #2484)

The drainage plan (L-13/D2) has not been approved yet. Engineer has suggested that the grading plan may be changed.

CAM/bsj

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CITY ENGINEER'S OFFICE
766-7467

Date: May 31, 1985

To: Fred and Bob

From: Denise

RE: #2484 - SUNSET ESTATES
L13/D2

Please review, comment and advise. Tim Dillon, Developer (842-0496) advised me that the private road specifications will be to City standard and are planning to dedicate private road to City after completion and acceptance of project.

Thanks!!!

RECEIVED
JUN 03 1985
HYDROLOGY SECTION

Municipal Development Department
P.O. Box 1293, Albuquerque, N.M. 87103

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AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

THIS AGREEMENT made this _____ day of _____, 19___, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and ELKINS De velopment (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 Sunset Estates (hereinafter referred to as the "Subdivision"); and

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

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

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

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

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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 31ST day of March, 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 as follows:

Type of Improvement	Location
CURB & GUTTER	From STATION 00 SUNSET To 417 FT CUL-DE-SAC
SIDEWALK	From STATION 00 SUNSET To 417 FT " "
PAVING	From STATION 00 SUNSET To 417 FT " "
WATER MAIN & SERVICES CONNECTED TO RIGHT AWAY	From STATION 00 SUNSET To 417 FT " "

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SEWER LATERAL TO PROPERTY	From	To	CEDAR ST
WILL. GUTTER & CURVETURE	From	To	
	From	To	
	From	To	
	From	To	
	From	To	

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.

3 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

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

5. The Developer shall procure 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

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materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

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

New paragraphs 11 a) and 11 b):

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.

11 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 "C" attached hereto and full compliance with the City's Subdivision Ordinance.

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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

_____

ATTEST:

_____
City Clerk

REVIEWED BY:

_____
Assistant City Attorney

_____
City Attorney

CITY OF ALBUQUERQUE, NEW MEXICO

_____
C. Dwayne Sheppard
City Engineer

_____
Bob V. Stover
Chief Administrative Officer

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

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____ of _____.

_____
Notary Public

My Commission Expires:

_____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by Bob V. Stover, Chief Administrative Officer of the City of Albuquerque.

_____
Notary Public

My Commission Expires:

_____

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EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN ENCINO DEVELOPMENT (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE _____ DAY OF _____, 19___.

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. 2484.

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 WEISS-HINES 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:

To inspect and certify private road & gutters and provide as-built drawings of the same.

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

The Developer has engaged Baker Construction as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 2484), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract 85-1, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

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

b. A list of quantities of contract items in place, using the bid items in the Contract Documents for City-wide Utilities and Cash Paving

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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 Contract Documents for Public Works Contract 85-1 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:

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Type of Fee	Amount

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.

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EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN ERINO Development (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE ____ DAY OF _____, 198__.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by City of Albuq, 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 City of Albuq, 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.

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3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by City of Albuq, a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

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

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EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN ENCINO DEVELOPMENT (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE _____ DAY OF _____, 198__.

1. PLAT APPROVAL STATUS

(circle one)

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

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):

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Lettie Cimino Bond on file.
5-31-85 Dated 5-31-86
$12,400 ← ?

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

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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.

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PRO-RATA FORM (Procedure "A" & "B"

_____
DATE

CITY ENGINEER
Municipal Development Department
Engineering Division
P. O. Box 1293
Albuquerque, NM 87103

Dear Sir:

Reference our Private Contract for Water and/or Sewer Extensions

in SUNSET ESTATES (Subdivision Name), City Project No. 2484.

Please check appropriate box below:

[X] I request that there be no pro-rata on this Contract.

[ ] I request that the cost of the extensions in Project No. _____ be pro-rated.

I presently own the following described property:

#18 SOUTH ROAD

DEVELOPER: ENCINO DEVELOPMENT
BY: TIM DILLON
ADDRESS: 9101 LA COSTA NE
ALBUQ. N.M. 87111
PHONE NO: 505-821-1327

08/09/84

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ESTIMATE SHEET
PROJECT NO.
MAP NO. L-13

Check appropriate box and date:

[X] Quantities and Cost Estimate (PRELIMINARY)
Date Prepared: 1-24-85

[ ] Approval
Date Requested: _____

[ ] Work Order
Date Issued: _____

[ ] Final Acceptance
Date Accepted: _____

APPLICANT INFORMATION:

a. Developer _____
Mailing Address _____

b. Consulting Engineer Weiss / Hines Engineering
Mailing Address 1100-B Alvarado N.E. 87110

c. Person to contact regarding this form Doug Crewe Weiss / Hines
Mailing Address _____ Phone 266-3444

GENERAL SCOPE OF PROJECT:

Construction of sewer, water mains and paving.

NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:

SUNSET SUBDIVISION LOTS 1-22 FORMALLY LOT 47A-1-B-1 OF THE FAIRHAVEN SUBDIVISION

Developer to Pay - 100 % Policy _____

City to Pay - _____ Policy _____

City to Pay - _____ Account No. _____

Specific Location:	W	SAS	SD	P	M
OLDE 3AC	X	X		X	

Item No.	Short Description	Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
S-1	4" DIP	10.00	630 LF	6300.00		
S-3	8" PVCP	8.00	381 LF	3048.00		
S-7	4" TEE PVC	50.00	18 EA	900.00		
S-11	TRENCH (6'-15') LESS 6'D	7.00	381 LF	2667.00		
S-21	4' MH LESS 6' D	1100.00	4 EA	4400.00		
B-2	6" PVC FRP P.	13.00	380 LF	5130.00		
W-45	PRESS CONN.	600.00	1 EA	600.00		
W-52	HYDRANT (4'-14')	2.00	300 LB	600.00		

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ESTIMATE SHEET
PROJECT NO.
MAP NO. L-13

Item No.	Short Description	Contract Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
W-61	10" TAP SLV	900.00	1 EA	900.00		
W-66	6" GV	400.00	1 EA.	400.00		
W-82	V BOX A	250.00	1 EA.	250.00		
W-87	FH 4½	1050.00	1 EA.	1050.00		
W-134	(3/4" 1") MTR BOX	150.00	22 EA	3300.00		
W-181	3/4" D SERV w/VCH MAIN	427.00	11 EA	4697.00		
W-186	BLKG	120.00	1.3 CY	156.00		
P-4	GRADING	1.20	252 SY	428.40		
P-19	PREP 6" SUBBS	1.55	226 SY	350.30		
P-36	2" AC-SF 1800-M	4.20	117 SY	491.40		
P-42	4" PCC SDWK	2.20	160 SF	352.00		
P-44	PCC VLY G	4.30	868 SF	3732.00		
M-28	ECM-ECAL ART PVMT W/O M-PREC.	35.50	26 SY	923.00		
	PRIVATE ROAD					
P-4	GRADING	1.70	2074 SY	3525.80		
P-19	PREP 6" SUBBS	1.55	2074 SY	3214.70		
P-36	2" AC-SF 1800-M	4.20	1471 SY	6178.20		
P-42	4" PCC SDWK	2.20	3300 SF	7260.00		
P-46	PCC ROLLCURB	9.50	785 LF	7457.00		

Subtotal-	67,388.70	68,311.70
Contingencies 10%		
Engineering %		
Testing Fee 2%		
Total Construction Cost		

100%

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DRAINAGE INFORMATION SHEET

PROJECT TITLE: Mobile Home Subdivision, Tract 47 a-1-b-1, M.R.G.C.D. Map 41 ZONE ATLAS/DRNG. FILE #: L13/D2

LEGAL DESCRIPTION: Tract 47 a-1-b-1 MRGCD Map 41

CITY ADDRESS: N/A

ENGINEERING FIRM: Lovelady & Associates CONTACT: Frank Lovelady

ADDRESS: 7408 Morrow Road, N.E.87110 PHONE: 883-7973

OWNER: Tim Dillon CONTACT: Gordon Hall

ADDRESS: _____ PHONE: 881-9280

ARCHITECT: Gordon Hall, Architect CONTACT: Gordon Hall

ADDRESS: _____ PHONE: 881-9280

SURVEYOR: Southwest Surveying Co. Inc CONTACT: Dan Graney

ADDRESS: 333 Lomas Blvd. PHONE: 247-4444

CONTRACTOR: N/A CONTACT: _____

ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

_X_ YES

___ NO

_X_ COPY OF CONFERENCE RECORD SHEET PROVIDED

RECEIVED
MAR 18 1985
HYDROLOGY SECTION

DRB NO. 84-706

EPC NO. _____

PROJ. NO. _____

TYPE OF SUBMITTAL:

_X_ DRAINAGE REPORT

_X_ DRAINAGE PLAN

___ CONCEPTUAL GRADING & DRAINAGE PLAN

_X_ GRADING PLAN

___ EROSION CONTROL PLAN

___ ENGINEER'S CERTIFICATION

Note: This is a resubmittal in response to Billy J. Goolsby's letter dated January 8, 1985

CHECK TYPE OF APPROVAL SOUGHT:

___ SKETCH PLAT APPROVAL

_X_ PRELIMINARY PLAT APPROVAL CAM

___ 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: March 18, 1985

BY: Frank D. Lovelady, P.E.

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CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

HYDROLOGY SECTION PROJ. NO. L-13 DATE: 11/2/84

PLANNING DIVISION NO. _____

CONFERENCE RECAP

SUBJECT: Tract 47A-1-B-1 MRGCD Map 41
Mobile home Subdivision.

ATTENDANCE:	WHO	REPRESENTING
	Frank Lovelady	
	Billy Goolsby	

FINDINGS: ① Approved drainage report required for Hydrology sign-off
② Discharge to be determined by analysis of downstream capacity
③ Paved access required.
④ Subdivision Improvements Agreement required for Final Plat sign-off.

Investigation with regard to annexation is appropriate for clarity of criteria for City or County requirements.
*Please provide a copy of recap w/submittal.

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

SIGNED: Billy J. Goolsby SIGNED: Frank D. Lovelady
TITLE: CE/Hydrology TITLE: _____
DATE: 11/2/84 DATE: 11/2/84

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FIG. 6
City Storm Sewer Map

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AGREEMENT FORM (Procedure "B")

#3484

176

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

85 64664

THIS AGREEMENT made this 6th day of August, 1985, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and ENCINO Development (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 47A-1-B1 MRGCD Map #41 (hereinafter referred to as the "Subdivision"); and

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

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

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

WHEREAS, the Developer must obtain City approval of construction plans, specifications, and cost estimates for the improvements and upon City approval of such construction plans, specifications, and cost estimates the City is prepared to issue the Developer a Work Order permitting the commencement of construction activities upon execution of this Agreement and payment of all

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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 29TH day of July, 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 as follows:

Type of Improvement	Location
SEE ENCLOSED DRB	From_____ To_____
APPROVED LIST OF INFRASTRUCTURE	From_____ To_____
_____	From_____ To_____
_____	From_____ To_____

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INFRASTRUCTURE REQUIREMENTS

FOR

SUNSET SUBDIVISION

The following infrastructure will be constructed within the subdivision.

Water

374 feet of 6-inch line extension in proposed roadway from exisitng 10-inch A.C. line in Sunset Road to end of cul-de-sac.
One tie-in valve at Sunset Road S.W.
One standard hydrant between lots 6 and 7.
All lots to receive service with meter from this extension.

Sewer

382 feet of 8-inch line extension in proposed roadway from exisitng 8-inch V.C.P. line in Sunset Road to end of cul-de-sac.
Four standard sewer manholes.
All lots to receive service from this extension.

Road - Chester Lane

Four-foot sidewalks to be built on both sides of road and throughout cul-de-sac (barrier-type curb and gutter).
32 feet of D.P.M. standard pavement throughout road.
Four feet of sidewalk with curb and gutter on Sunset Road S.W.

Paving

24 feet of asphalt paving adjacent to the West side of the subdivision on Sunset Road S.W.

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479

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

_____ From_____ To_____

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

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

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

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions

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

5. The Developer shall procure 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

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materials and workmanship for a period of three (3) years following the date of acceptance by the City.

8. The City shall either perform or monitor the performance of inspections during the course of construction of the improvements and inspect the improvements upon their completion in a timely manner, all as set forth and specified in Exhibit "B" attached hereto.

9. The City shall designate a Construction Engineer and/or Inspector for this project.

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

11. The City shall issue a Certificate of Completion and Acceptance for the Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto. However, the City Engineer, in his discretion, may issue a Certificate of Completion and Acceptance for a portion of the Improvements in accordance with the conditions and procedures set forth in Exhibit "C" attached hereto.

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

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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 confict 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

ATTEST:

City Clerk

CITY OF ALBUQUERQUE, NEW MEXICO

C. Dwayne Sheppard
City Engineer

8-5-85

Bob V. Stover
Chief Administrative Officer

REVIEWED BY:

Assistant City Attorney

City Attorney

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

The foregoing instrument was acknowledged before me this 31st day of July, 1985, by Tom Dillon of .

Doris S. Sumerod
Notary Public

My Commission Expires:

12-30-87

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

The foregoing instrument was acknowledged before me this 8th day of August, 1985, by Bob V. Stover, Chief Administrative Officer of the City of Albuquerque.

Dola L. Grant
Notary Public

My Commission Expires:

12/18/88

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EXHIBIT "A"

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN ENCINO Development (DEVELOPER)
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 6th DAY OF August, 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. 2484.

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 WEISS-HINES 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:

PREPARE CITY APPROVED PLANS AND ESTIMATE
FOR PUBLIC IMPROVEMENTS

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

The Developer has engaged BAKER CONSTRUCTION as Contractor(s), who is properly licensed in the State of New Mexico. The Developer shall ensure that the Contractor(s), in such capacity, shall in a manner satisfactory to the City construct the improvements as shown on Developer's proposed Subdivision Improvements Plan (Project No. 2484), incorporating any change orders approved by the City Engineer, Contract Documents for Public Works Contract 85-1, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

The Developer shall report the completion of construction in writing to the City Engineer. Upon receipt of the report, the City Engineer or his representative shall visually inspect the public improvements to verify completion of construction according to plan. Subsequent to verification, the Developer shall submit to the City Engineer a "final acceptance package", which shall consist of the following documents:

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

b. A list of quantities of contract items in place, using the bid items in the Contract Documents for City-wide Utilities and Cash Paving

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Contract Number 31. This list shall be divided into the following categories as applicable: 486

(1) Sanitary sewer items and quantities;

(2) Water service items and quantities;

(3) Street paving quantities;

(4) Street curb and gutter quantities; and

(5) Storm drainage improvements and quantities.

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the Contract Documents for Public Works Contract 85-1 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 6.0.2 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:

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Type of Fee		Amount
ENGINEERING FEE	-	6% OF ACTUAL CONSTRUCTION COST FOR PUBLIC IMPROVEMENTS
SIDEWALK ORDINANCE FEE	-	AS REQUIRED BY CITY APPROVED ENGINEERING ESTIMATE
EXCAVATION ORDINANCE FEE	-	AS REQUIRED BY CITY APPROVED ENGINEERING 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.

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EXHIBIT "B"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN ENCINO DEVELOPMENT (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY)
ON THE 6th DAY OF August, 1985.

1. CONSTRUCTION INSPECTION METHODS.

Inspection of the subdivision improvement construction shall be performed by City of ALBUQUERQUE, 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 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.

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3. FIELD TESTING.

Field testing of the subdivision improvement construction shall be performed by 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 the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City as required for review. If any field testing is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

4. RECORD TESTING.

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

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EXHIBIT "C"
TO SUBDIVISION IMPROVEMENT AGREEMENT
EXECUTED BETWEEN ENCINO DEVELOPMENT (DEVELOPER)
AND THE CITY OF ALBUQUERQUE (CITY) ON
THE 6th DAY OF August, 1985.

490

1. PLAT APPROVAL STATUS

(circle one)

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

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):

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LETTER OF CREDIT BANK OF ALBUQUERQUE. AMOUNT OF $77,291.50. EXPIRATION DATE: 09/29/86; 491

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

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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.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 AUG -6 AM 10: 31

MM 25 PG 476 - 496

DOLORES C. WALLER
COUNTY CLERK & RECORDER

DEPUTY

C-3

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#C497
P91

493

ESTIMATE SHEET
PROJECT NO. 2484
MAP NO. L-13

Check appropriate box and date:

[X] Quantities and Cost Estimate
Date Prepared: 6-3-85
Revised 7-19-85

[ ] Approval
Date Requested: _____

[ ] Work Order
Date Issued: _____

[ ] Final Acceptance
Date Accepted: _____

APPLICANT INFORMATION:

a. Developer Tim Dillon
Mailing Address 9101 La Costa N.E. 87111

b. Consulting Engineer Weiss /Hines Engineering
Mailing Address 1100-B Alvarado N.E. 87110

c. Person to contact regarding this form Doug Crewe Weiss/Hines
Mailing Address _____ Phone 266-3444

GENERAL SCOPE OF PROJECT:

Construction of sewer and water mains and paving

NAME OF SUBDIVISION OR DESCRIPTION OF PROPERTY TO BE SERVED:

Lots 1-22, Sunset Subdivision, Formerly lot 47-A-1-B-1, Fairhaven Subdivision.

Developer to Pay - 100 % Policy _____

City to Pay - _____ Policy _____

City to Pay - _____ Account No. _____

Specific Location:

W	SAS	SD	P	M
X	X		X	

Item No.	Short Description	Contract Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
S-1	4" DIP	10.00	610 LF	6100.00		
G-3	8" PVCP	8.00	381 LF	3048.00		
G-7	4" TEE PVC	50.00	19 EA	950.00		
S-11	TRCHG(6"-15") LESS 6'D	7.00	381 LF	2667.00		
S-21	4' MH LESS 6'D	1100.00	4 EA	4400.00		
B-2	6" PVC FRP P	13.50	380 LF	5130.00		
W-45	PRESS CONN	600.00	1 EA	600.00		
W-52	MJ FIT(4"-14")	2.00	300 LB	600.00		
W-61	10" TAP SLV	900.00	1 EA	900.00		
W-66	6" GV	400.00	1 EA	400.00		
W-82	V BOX A	250.00	1 EA	250.00		
W-87	FH 4½	1050.00	1 EA	1050.00		

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2484
P92

494

ESTIMATE SHEET
PROJECT NO. 2484
MAP NO. L-13

Item No.	Short Description	CASH PAVE-31 Unit Price	Est. Quantity	Est. Amount	As-Built Quantity	As-Built Amount
W-134	(3/4"-1")MTRBOX	150.00	22 EA	3300.00		
W-181	3/4"D SERV W/ NEW MAIN	427.00	11 EA	4697.00		
W-186	BLKG	120.00	1.3 CY	156.00		
P-4	GRADING	1.70	2405 SY	4088.50		
P-16	IMP 4" SUBBS	1.60	1925 SY	3080.00		
P-26	2" AC SF-1500M	4.15	1510 SY	6266.50		
P-31	1" AC BS-1500M	2.75	1510 SY	3322.00		
P-42	4" PCC SDWK	2.20	3010 SF	6622.00		
P-44	PCC VLY G	4.30	665 SF	2859.50		
P-46	PCC STDI. C&G	9.50	790 LF	7505.00		
M-28	REM-REPL ART PVMT W/O M-PROC	35.50	24 SY	852.00		
P-43	6" PCC DRVPD	3.20	2640 SF	8448.00		

Total 77,291.50

DESIGN DEPOSIT FEE - $656.55

Subtotal-
Contingencies 10%
Engineering %
Testing Fee 2%
Total Construction Cost

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P9346

COST APPORTIONMENT

495

	CITY-TO-PAY		DEVELOPER-TO-PAY		
	Policy No.	Policy No.	Policy No.	Policy No.	Policy No.
Const.	$	$	$	$	$
CONT.					
ENG.					
TESTING					
SUB-TOTALS	$		$	$	$
TOTAL CITY COST:	$		TOTAL DEVELOPER TO PAY:		

Notes:

1. Outstanding Pro-rata: South Valley W.S. $\frac{25}{1228.77} \times 234 = 1228.77$
2. For staking, construction, and inspection use Drawing No. 2484
3. This work shall be done in accordance with the specifications of Public Works Contract No. 85-1
4. If payment of the full amount (Public Works Contract) or engineering fee (AHBA) is not made ten (10) working days before the expiration date of Contract No. 85-1 then this document must be revised prior to entering into construction contract.
5. Recorded Plat Pending Recordation of Agmt Recording No. _____
6. Easement Required w/ PLAT Recording No. _____
7. NMSHD Permit Required N/A Permit No. _____
8. Permits Required:

Excavation Ordinance Permits

Sanitary Sewer — 1 block @ 26.00
Storm Drainage Facilities — N/A
Water Lines — 1 block @ 26.00
Street Grading — N/A 1 block @ 26.00
Curb & Gutter —
Valley Gutter — N/A
Drivepads — N/A 1 block @ 26.00
Sidewalk —
Handicapped Ramps total = $104.00 BR

Sidewalk Ordinance Permits
(Construction)

Curb & Gutter $.41/C.F \times 790 C.F = \$323.90$ for City STAKES BR
Valley Gutter
Sidewalk
Handicapped Ramps

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

9. _____

Submitted By:

Roger E. Cox

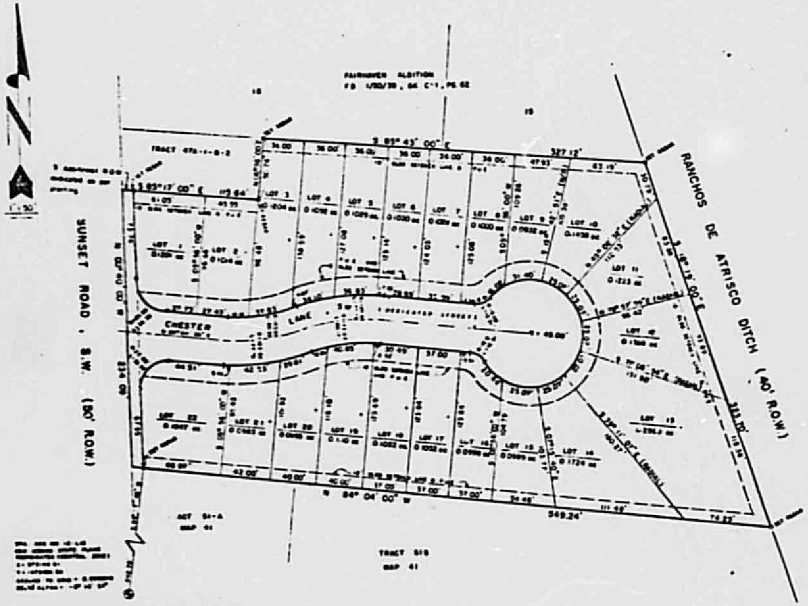
Weiss / Hines Engineering

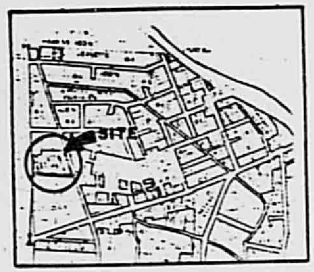
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LOTS 1-22, inclusive

OF THE SUNSET SUBDIVISION
BEING A REPLAT OF
TRACT 47A-1-B1
MRGCD MAP 41
BERNALILLO COUNTY, NEW MEXICO
MARCH, 1985





VICINITY MAP

LEGAL DESCRIPTION

A certain tract of land being known as Tract 47-A-1-B-1 of the M.R.G.C.D. Property Map No. 41, Bernalillo County, New Mexico, and being more particularly described as follows:

BEGINNING at the Northeast corner of said tract being the same point on the Southeast corner of Lot 15 of the FAIRMEADOW ADDITION, as its name is shown and designated on said plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on January 22, 1962; thence S. 00° 16' 00" E., 323.70 feet along the east right-of-way line of the Ranchos de Atrisco Ditch to the Southeast corner; thence leaving said ditch, S. 89° 34' 00" W., 349.24 feet to the East right-of-way line of Sunset Boulevard S.W., as a Southwest corner, thence along said right-of-way N. 00° 16' 00" W., 323.70 feet to the Northwest corner, thence leaving said right-of-way S. 89° 43' 00" E., 115.64 feet to a corner, thence N. 26° 34' 00" E., 55.74 feet to a corner, thence S. 89° 43' 00" E., 327.12 feet to the point of beginning, and containing 3.1827 acres, more or less.

The above plat is with the free consent of the undersigned owner(s). The undersigned have represented that they have title and acknowledge that this plat is within the covenants and restrictions on this property. Additional R.O.W. to be dedicated per this plat as shown upon.

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 2nd day of March, 19 85, by [illegible]

My Commission Expires: [illegible]

Notary Public

CITY/COUNTY APPROVALS:

[illegible]	6-4-85 Date
City Surveyor	Date
City Water Resources	Date
City Engineer	Date
E.M.R.P.C.C.	Date
Traffic Engineer	Date
Parks and Recreation	Date
City Planning Director	Date

Surveyor's Certification

I, Franklin E. Wilson, do hereby certify that I am a registered Land Surveyor under the laws of the State of New Mexico, and that this plat was prepared by me or under my supervision, shows all boundaries of record, meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance and is true and correct to the best of knowledge and belief.

Franklin E. Wilson, New Mexico Licensed Surveyor No. [illegible]
Southwest Surveying Co., Inc., 313 Lomas NE Albuquerque, N.M. 87102 (505) 247-[illegible]

Corner(s) set are 1/2" rebar w/cap stamped "L.S. 6446".

0000 0000 1428

FILED WITH CITY CLERK'S OFFICE
3/6/85 dw

THE BANK OF ALBUQUERQUE

Post Office Box 947 Albuquerque, New Mexico 87103 505-765-1800

Mr. Bob V. Stover
Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

RE: Escrow Letter for Sunset Estates, Tim Dillon (DBA Encino Development)

Dear Mr. Stover:

This is to advise the City of Albuquerque that The Bank of Albuquerque holds in Escrow in our loan reserves the Sum of Seventy-Seven Thousand Two Hundred Ninety-One and 50/100 Dollars $77,291.50 for the exclusive purpose of providing the financial guarantees required by Tim Dillon (DBA Encino Development) for the installation of those improvements in Sunset Estates (Project No. 2484) identified in the Agreement between the City of Albuquerque and Tim Dillon (DBA Encino Development), a copy of which is attached hereto as Exhibit "A" and is recorded in Book Misc. 257-A , at pages 476 to 496 , of the records of County of Bernalillo, State of New Mexico ("Agreement").

The funds from this Escrow of loan reserves will be released to the City of Albuquerque for the specific purpose of paying for the installation of the improvements referenced in the Agreement, and will only be released upon written approval by William F. McNamara, Assistant City Engineer/Field, or such other City Representative as shall be designated by the City Engineer. If, by the date, July 29, 1986, the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City of Albuquerque, then upon presentation between the dates, July 29, 1986 and September 29, 1986 of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Tim Dillon (DBA Encino Development) has failed to comply with the terms of the improvements specified in the Agreement, then The Bank of Albuquerque shall draw by Certified Check to the City of Albuquerque, from the Escrow of loan reserves, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement.

The Escrow of loan reserves for the benefit of the City of Albuquerque shall be irrevocable until:

1. The sixtieth (60th) day following final City acceptance of the completed improvements specified in the Agreement;

25×10 32×10

2. City notification of failure of Tim Dillon (DBA Encino Development) to comply with the terms of the Agreement, and payment by Certified Check from The Bank of Albuquerque to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement; or

3. Written cancellation of this Escrow Letter by the City of Albuquerque, signed by its Chief Administrative Officer.

Very truly yours,

The Bank of Albuquerque

Larry D. Cheek
Vice President

APPROVED AS TO FORM:

Assistant City Attorney

City Attorney

0000 0000 1430

PLANS/PLATS ON FILE

FILE DESC: U3/D2

PLANS/PLATS 3

25×10 32×10

0000 0000 1431

