

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

September 5, 1986

Ken Tekin
3900 Eubank Blvd., NE
Albuquerque, New Mexico 87111

RE: CERTIFICATE OF OCCUPANCY FOR EAST CENTRAL MOBILE HOME PARK
(L-22/D41) RECEIVED AUGUST 27, 1986

Dear Mr. Tekin:

We are concerned with the potential of erosion damage to the property east of your site. If the purchase agreement to buy is not finalized, the problem will not be addressed. The problem needs to be corrected per the approved drainage plan; or both the properties need to be under one ownership; or the erosion problem between properties needs to be corrected with concurrence from both owners.

If you have any questions regarding these requirements, please call me at 766-7644.

Cordially,

for *Carlos A. Montoya*

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

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

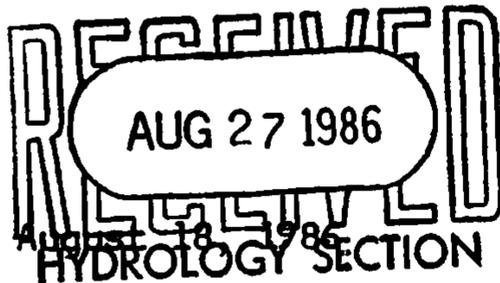
Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

**Schlegel Lewis Nelson Brawley
Architects, Inc.**

1620 Central SE Albuquerque, New Mexico 87106 505-247-1529

L-22-D41



Carlos A. Montoya, P.E.
City/County Floodplain Administrator
City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Re: Certificate of Occupancy for East Central Mobile Home Park

Dear Mr. Montoya

Enclosed is a letter from Ken Tekin in answer to yours of August 4, 1986, concerning ownership of adjoining properties, erosion problem, and slope grading.

I trust that this information will be sufficient enough to obtain a Certificate of Occupancy.

If you need any additional information, please feel free to call.

Sincerely

James C. Lewis

JCL/wb

Enclosure

cc: Ken Tekin
Jeff Mortenson



KEN TEKIN, INC.
Realtor - Developer - Property Manager

SAN GABRIEL PLAZA • 3900 EUBANK BLVD., N.E. • SUITE 17 NORTH
ALBUQUERQUE, NEW MEXICO 87111
(505) 299-7522

August 15, 1986

HAND DELIVERED

Jim Lewis
Schlegal Lewis & Associates Inc.
1620 Central Ave. SE
Albuquerque, New Mexico

RE: Central Mobile Home Park

Dear Jim:

This brief letter will confirm to you that we do have an existing purchase agreement to buy the adjoining land east of the Central Mobile Home Park project. In addition we are already aware of the drainage problem, in the areas between the self storage units where we have intentionally left gaps between the building. We plan to take care of this drainage improvement when we deal with the other property. Plus we are aware of the soil erosion problem, but we will deal with such when we redevelop the other property.

Thank you and have a great day.

Sincerely,

Ken Tekin
Ken Tekin *ar*

KT:ar

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

August 4, 1986

Ken Tekin
3900 Eubank Blvd., NE
Albuquerque, New Mexico 87111

RE: CERTIFICATE OF OCCUPANCY FOR EAST CENTRAL MOBILE HOME PARK
INSPECTION MADE AUGUST 4, 1986 (L-22/D41)

Dear Mr. Tekin:

We have inspected the referenced site, however, prior to Certificate of Occupancy release, we have the following concerns. The off-site flows entering from the east are causing an erosion problem at the property line. We feel that this could develop into a serious problem.

We can release the Certificate of Occupancy after we receive a letter addressing the following items:

First, please show ownership of adjoining properties;
second, that you are aware of the erosion problem;
third, that if the properties are sold the erosion problem will be corrected; fourth, that the slope grading at the property line be in accordance with the approved drainage plan.

If you have any questions, call me at 766-7644.

Cordially,

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

cc: Jeff Mortensen

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

December 18, 1985

Jeff Mortensen
Tom Mann & Associates, Inc.
811 Dallas, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR EAST CENTRAL MOBILE HOME PARK
RECEIVED NOVEMBER 25, 1985 (L-22/D41)

Dear Mr. Mortensen:

The referenced plan dated October 22, 1985, is approved for Building Permit.

Prior to the development of Tract G-1, a drainage plan will need to be submitted to the Design Hydrology Section.

If you have any questions regarding this project, call me at 766-7644.

Cordially,

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

cc: Mr. Ken Tekin
3900 Eubank Blvd., NE

CAM/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

50591



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 21, 1985

Mr. Jeff Mortensen, P.E.
Tom Mann & Associates, Inc.
811 Dallas, NE
Albuquerque, NM 87110

RECEIVED
NOV 29 1985
DH0546
HYDROLOGY SECTION

RE: City Project No. 2644 - East Central Mobile Home Park

Dear Jeff:

Enclosed are executed copies of the Agreement to Construct Subdivision Improvements and Letter of Credit for subject project.

Please call me at 768-2515 if I may be of further assistance.

Sincerely,

Denise
Denise Wilcox
Administrative Assistant

L22-D41

Enclosures

cc: Project File
Xerox Copy to: Ken Tekin
Jim Lewis
✓ Carlos Montoya

2584E

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

EAST NEAL MOBILE

PROJECT TITLE: HOME PARK ZONE ATLAS/DRNG. FILE #: L22/D41

LEGAL DESCRIPTION: _____

CITY ADDRESS: _____

ENGINEERING FIRM: TOM MANN & ASSOC. CONTACT: J.G. MORTENSEN

ADDRESS: 811 DALLAS NE. PHONE: 265-5611

OWNER: KEN TEKIN CONTACT: _____

ADDRESS: 3900 EUBANK NE PHONE: 298-1854

ARCHITECT: SCHUBERT & LEWIS CONTACT: JIM LEWIS

ADDRESS: 1620 CENTRAL ST PHONE: 247-1529

SURVEYOR: TOM MANN & ASSOC. CONTACT: J.G. MORTENSEN

ADDRESS: 811 DALLAS NE PHONE: 265-5611

CONTRACTOR: GAYLORD BROS. CONTACT: DAN GAYLORD

ADDRESS: _____

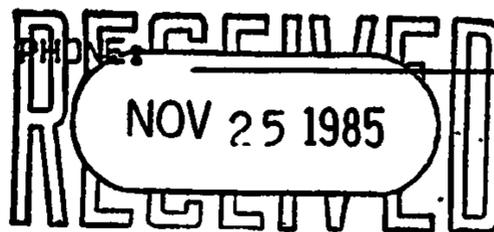
PRE-DESIGN MEETING:

YES

NO

APPROVAL LETTER

COPY OF ~~CONFERENCE RECAP~~ SHEET PROVIDED



DRB NO. HYDROLOGIST

EPC NO. _____

PROJ. NO. L22/D41

ATTN: CARLOS MONTOYA

TYPE OF SUBMITTAL:

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

PLAT

CHECK TYPE OF APPROVAL SOUGHT:

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

NOTE: AGREEMENT IN CITY

ENGINEER'S OFFICE - PLAT

APPROVAL CONTINGENT UPON

AGREEMENT APPROVAL, THEREFORE

DATE SUBMITTED: 11-25-85

BY: J.G. MORTENSEN

COPY OF AGREEMENT DOES NOT APPEAR NECESSARY. PLEASE NOTIFY ME IF THERE IS A PROBLEM W/ THIS LOGIC.

JGM



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

October 31, 1985

Leonard Utter
Tom Mann & Associates, Inc.
811 Dallas, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR EAST CENTRAL MOBILE HOME PARK
RECEIVED OCTOBER 22, 1985 (L-22/D41)

Dear Mr. Utter:

The referenced plan dated October 22, 1985, is approved. Prior to building permit sign-off, please submit the following:

1. An approved copy of the plat.
2. A copy of the approved Subdivision Improvements Agreement.
3. An update to this master plan will be required when Basin 2 develops.

If you have any questions or comments regarding this project, please call me at 766-7644.

Cordially,

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

CAM/bsj

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

DRAINAGE INFORMATION SHEET

PROJECT TITLE: EAST CENTRAL MOBILE HOME PARK ZONE ATLAS/DRNG. FILE #: L-22/D41

LEGAL DESCRIPTION: TRACTS G-1 + H-1 CANYON ACRES

CITY ADDRESS: _____

ENGINEERING FIRM: TOM MANN + ASSOC CONTACT: LEONARD P. MATTER

ADDRESS: 811 DALLAS N.E. PHONE: 265-5611

OWNER: SEE ARCHITECT CONTACT: JIM LEWIS

ADDRESS: _____ PHONE: _____

ARCHITECT: SCHLEGEL + LEWIS CONTACT: JIM LEWIS

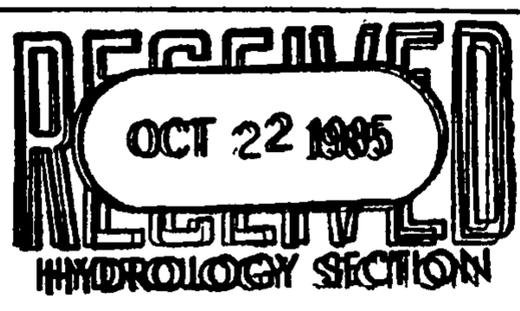
ADDRESS: 1620 CENTRAL SE PHONE: 247-1529

SURVEYOR: TOM MANN + ASSOC CONTACT: TOM MANN

ADDRESS: 811 DALLAS N.E. PHONE: 265-5611

CONTRACTOR: SEE ARCHITECT CONTACT: _____

ADDRESS: _____ PHONE: _____



PRE-DESIGN MEETING:

YES

NO

COPY OF CONFERENCE RECAP SHEET PROVIDED

DRB NO. 85 383 9/3/85

EPC NO. _____

PROJ. NO. L22-D41

TYPE OF SUBMITTAL:

DRAINAGE REPORT

DRAINAGE PLAN

CONCEPTUAL GRADING & DRAINAGE PLAN

GRADING PLAN

EROSION CONTROL PLAN

ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

SKETCH PLAT APPROVAL

PRELIMINARY PLAT APPROVAL

SITE DEVELOPMENT PLAN APPROVAL

FINAL PLAT APPROVAL

BUILDING PERMIT APPROVAL

FOUNDATION PERMIT APPROVAL

CERTIFICATE OF OCCUPANCY APPROVAL

ROUGH GRADING PERMIT APPROVAL

GRADING/PAVING PERMIT APPROVAL

OTHER RESUBMITTAL (SPECIFY)

DATE SUBMITTED: Oct 22, 1985
 BY: Leonard P. Matter



replaces submittal
of 10/10/85.

bl

L22/D41

CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE

October 4, 1985

REF. NO. _____

TO: Denise Wilcox, Administrative Assistant
FROM: Fred J. Aguirre, P.E., Design Hydrologist *FJA*
SUBJECT: EAST CENTRAL MOBILE HOME PARK - SUBDIVISION IMPROVEMENTS AGREEMENT

Preliminary plat was granted on September 3, 1985. Also approved on September 3, 1985, was the infrastructure listing attached as Exhibit D. Agreement required is for private/public improvements.

Thank you.

FJA/bsj

Attachments: Copy of unexcuted S. I. A.

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

HYDROLOGY SECTION PROJECT NO.: L22 DATE: 8/2/85
PLANNING DIVISION NOS. EPC: _____ DRB: _____

CONFERENCE RECAP
SUBJECT: Tests G+H, Canyon Acres Subd.

APPROVAL REQUESTED:

PRELIMINARY PLAT FINAL PLAT
 SITE DEVELOPMENT PLAN BUILDING PERMIT
 ROUGH GRADING

	WHO	REPRESENTING
ATTENDANCE:	<u>JEFF MONTGOMERY</u>	_____
	<u>FRED J. AGUIRRE</u>	_____
	_____	_____
	_____	_____

FINDINGS: 1. An approved drainage report is required for building permit sign-off by hydrology.
2. Address the capacity downstream with respect to drainage improvements constructed prior to be constructed.
3. The downstream capacity will also be dictated on future development within the contributing basin.
4. The proposed reporting may require a subdivision improvements agreement for any needed infrastructure improvements. The required improvements will be determined by the DRB.

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: <u>[Signature]</u>	SIGNED: <u>[Signature]</u>
TITLE: _____	TITLE: _____
DATE: <u>8/2/85</u>	DATE: <u>08/02/85</u>

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

85 97621

AGREEMENT TO CONSTRUCT
SUBDIVISION IMPROVEMENTS

#2644

793

THIS AGREEMENT made this 15th day of November, 1983, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and Charles C. France, Jr. Revocable Trust, Central Mobile Home Park

(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 know as Tracts G and H, Canyon Acres Subdivision (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved a preliminary plat identified as Tracts G-1 and F-1, Canyon Acres Subdivision describing the Subdivision; and

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

WHEREAS, Section 6 of the City's Subdivision Ordinance 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 prerequisite to approval of a Final Plat of the Subdivision; and

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

required fees, all as set forth and specified in Exhibit "A", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the City is willing to inspect or monitor the private inspection of the improvements during the course of their construction, all as set forth and specified in Exhibit "B", which is attached hereto and incorporated herein as if fully set forth in this Agreement; and

WHEREAS, the Developer financially guarantees the satisfactory completion of the infrastructure construction required herein and the payment of all labor and material costs and charges, all as set forth and specified in Exhibit "C", which is attached hereto and incorporated herein as if fully set forth in this Agreement;

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

1. The Developer shall, on or before the 1st day of April, 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:

<u>Type of Improvement</u>	<u>Location</u>	
<u>See Exhibit D.</u>	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____
_____	From _____	To _____

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1985 NOV 19 AM 11:31
Mesa 292A (799-82)
J. [Signature]

_____	From _____	To <u>0 80</u>
_____	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.

b) Prior to release of financial assurance, the Developer shall either provide Certification by a New Mexico registered Professional Engineer that the required Private Improvements have been constructed in compliance with approved plans and specifications or the Developer shall make necessary arrangements for Certification by the City Engineer that the required improvements are satisfactorily completed.

4. Until acceptance of the improvements by the City, the Developer shall be solely responsible for maintaining the premises being subdivided in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of 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 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 test, 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. a) The City shall issue a Certificate of Completion and Acceptance for the Public Improvements upon final completion to the City's satisfaction of the Improvements as described in the plans and specifications as set forth and specified in Exhibit "A" attached hereto.

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

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

13. This Agreement shall not be assigned except with the written consent of the parties hereto and the express written concurrence of any surety who has undertaken to guarantee the completion of the Improvements. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

14. In the event of the sale, conveyance, or assignment of the Subdivision or any portion thereof, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has posted a suitable guarantee and entered into a Subdivision Improvement Agreement with the City. At such time as acceptable security has been posted by the Developer's successor in interest and the Agreement executed, the City will release the guarantee.

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

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

The foregoing instrument was acknowledged before me this 14th day of November, 19 85, by Bob V. Stover, Chief Administrative officer of the City of Albuquerque

John L. Grant
Notary Public

My commission expires: -
12-18-88

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
 EXECUTED BY AND BETWEEN CHARLES C. FRANCE JR. REVOCABLE TRUST,
 CENTRAL MOBILE HOME PARK
 AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
 THE 16th DAY OF November, 1985.

1. COMMITMENT TO CONSTRUCT IMPROVEMENTS.

The Developer shall construct in a manner satisfactory to the City the improvements listed in Paragraph 1 of the Subdivision Improvement Agreement and which are shown in greater detail on the Developer's proposed and approved Subdivision Improvements Plan, which was filed with the office of the City Engineer and identified as Project No. 2644.

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 TOM MANN & ASSOCIATES, INC as Engineer(s) for the construction project, who are Registered Professional Engineers in the State of New Mexico. The Developer shall ensure that the Engineer(s), in such capacity, shall provide the following services prior to, during, and after construction of the improvements:

1. Design of Public and Private Improvements as set forth in the approved Infrastructure List.
2. Inspection and certification of Private Improvements.
3. Preparation of as-built drawings for Private Improvements.

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 (City to be notified in writing prior to work order issuance) 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. 2644), incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications, Public Works Construction - 1985, and all other applicable laws, regulations, and policies. Construction surveying and testing shall be performed as set forth in Exhibit "B" of the Subdivision Improvement Agreement between Developer and the City.

3. COMPLETION OF CONSTRUCTION.

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

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

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

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

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

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications, Public Works Construction - 1985 and with the approved final plans and specifications for public improvements. If the City is acting as the Contractor for all or a portion of the improvements constructed pursuant to this Agreement, the City shall prepare its own final acceptance package documents for those improvements actually constructed by the City.

Upon receipt of the Developer's "final acceptance package", the City Engineer shall review it for completeness and accuracy. If the documentation has been 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 approval of the first acceptance package by the City Engineer.

4. PAYMENT OF FEES.

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

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering:</u>	<u>6% of actual construction cost for public improvements</u>
<u>Permits:</u>	
<u>Excavation Permit</u>	<u>As required per approved W.O. estimate</u>
<u>Sidewalk Ordinance Permit</u>	<u>As required per approved W.O. estimate</u>

0 810

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.

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT
EXECUTED BY AND BETWEEN CHARLES C. FRANCE JR. REVOCABLE TRUST,
CENTRAL MOBILE HOME PARK
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 15TH DAY OF NOVEMBER, 1985.

1. CONSTRUCTION INSPECTION METHODS

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

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 therefore.

3. FIELD TESTING

Field testing of the subdivision improvement construction shall be performed by THE CITY OF ALBUQUERQUE, a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the technical standards contained in the applicable contract documents and all applicable laws, ordinances and regulations. If any field testing is performed by an entity other than the City, the City may monitor said field testing and 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 therefore.

4. RECORD TESTING

Notwithstanding the provisions on 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.

TO SUBDIVISION IMPROVEMENT DIVISION AGREEMENT . 0 813
EXECUTED BY AND BETWEEN CHARLES C. FRANCE JR. REVOCABLE TRUST,
CENTRAL MOBILE HOME PARK
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON
THE 16th DAY OF November, 1985

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:

A reserve letter in the amount of \$56,833.02 to be supplied by the First National Bank in Albuquerque, New Mexico to run from the execution of this Agreement to June 1, 1986.

The Developer understands and agrees that the original executed financial guarantee described above must be delivered to the City simultaneously with the City's execution of the Subdivision Improvement Agreement between Developer and the City; and must be in an amount of not less than 125 percent of the cost of completing the improvements, as estimated by the City Engineer.

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Final Plat and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable 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 of the subdivision improvements. To qualify for a financial guarantee reduction, the completed improvements must be

0 815

of a free-standing nature, functionally independent of any uncompleted improvements, and completed in substantial compliance with the subdivision improvements 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 or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

Upon receipt of the above-described documents in forms acceptable to the City, the City shall issue a certificate of Completion and Acceptance for the completed improvements and accept the revised financial guarantee tendered by the Developer.

EXHIBIT "D"
 to Subdivision Improvements Agreement

RECEIVED

D.R.B. REQUIRED INFRASTRUCTURE LISTING
 for Replat of Tracts G-1 & H-1,
 Canyon Acres Subdivision

SEP 17 1985

CITY ENGINEER

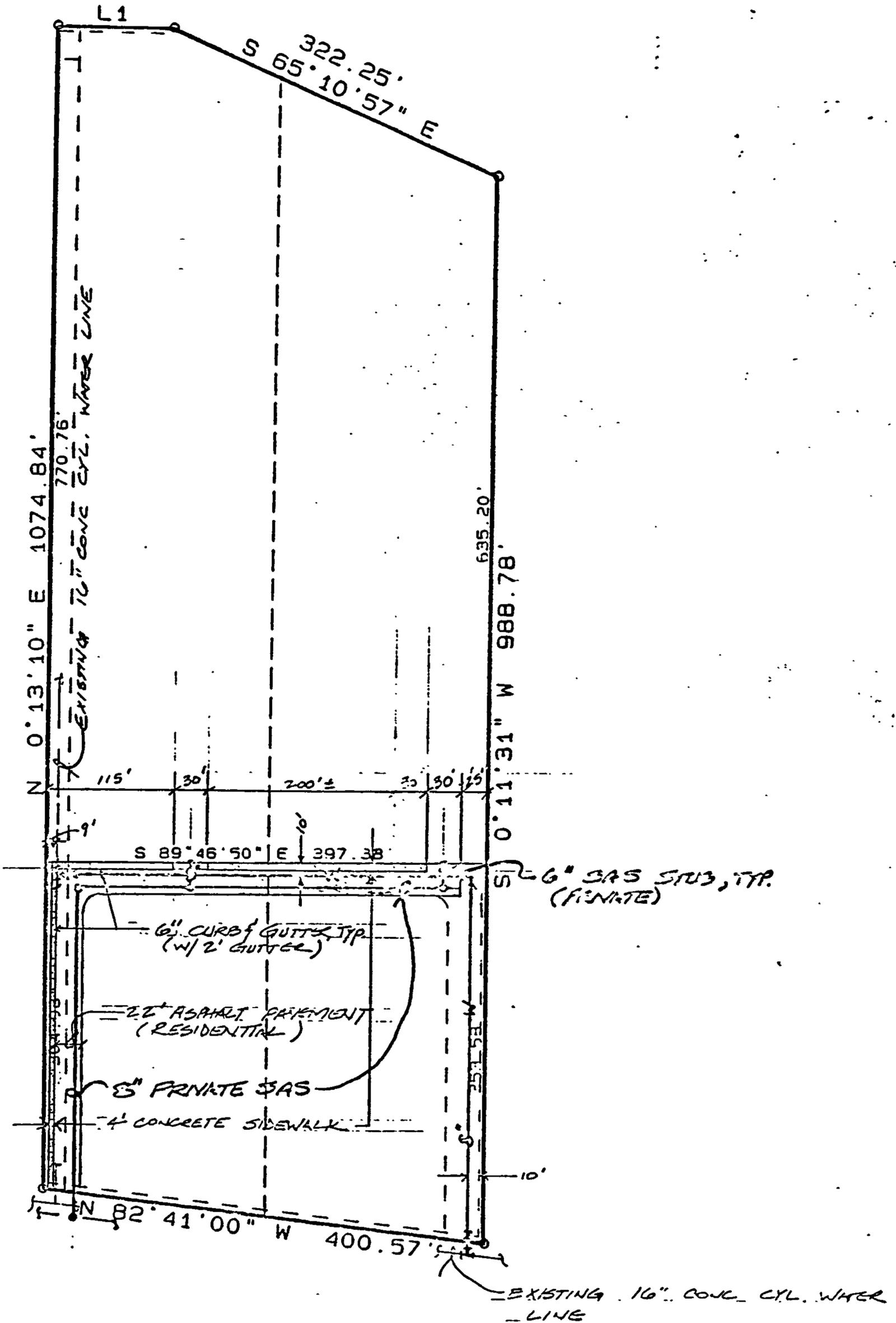
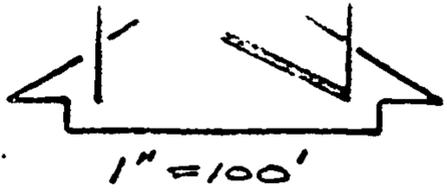
Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development.

Size	*Type Improvement	Location	From	To
24'	PRIVATE RESIDENTIAL PAVING	W/IN TRACT G-1	SW CORNER	NW CORNER
24'	PRIVATE RESIDENTIAL PAVING	W/IN TRACT G-1	NW CORNER	NE CORNER
4'	PRIVATE SIDEWALK	W/IN TRACT G-1	SW CORNER	NW CORNER
4'	PRIVATE SIDEWALK	W/IN TRACT G-1	NW CORNER	NE CORNER
N/A	ONE STANDARD C&G (SIDE)	W/IN TRACT G-1	SW CORNER	NW CORNER
N/A	ONE STANDARD C&G (SIDE)	W/IN TRACT G-1	NW CORNER	SW CORNER
8"	PRIVATE SANITARY SEWER LINE	W/IN TRACT G-1	SW CORNER	NW CORNER
8"	PRIVATE SANITARY SEWER LINE	W/IN TRACT G-1	NW CORNER	NE CORNER
6"	PRIVATE SANITARY SEWER STUBS	W/IN TRACT G-1	TRACT G-1	TRACT H-1
8"	PUBLIC WATERLINE	W/IN TRACT G-1	SE CORNER	NE CORNER
8"	PUBLIC WATERLINE	W/IN TRACT G-1	NE CORNER	NW CORNER

Prepared by: Jeffrey G. Mortensen
 Print Name Jeffrey G. Mortensen, P.E.
 Firm Tom Mann & Associates, Inc.

Development Review Board Member Approvals

[Signature] 9-3-85 [Signature] 9/3/85 [Signature] 9-3-85
 Traffic Date WRD Date Parks & Rec. Date
 City Engineer/AMAFUA Date
[Signature] 9/3/85
 DRB Chairman Date



50591
August 28, 1985

PRELIMINARY ENGINEER'S ESTIMATE: DRB-85-583

1. Criteria (from plat and 08-20-85 DRB comments):

- a. Curb one side (use 6" curb and gutter with 2' gutter).
- b. 24' residential paving (provide 22' asphalt pavement plus 2' gutter to yield 24').
- c. 4' sidewalk one side (provide on west and north sides to serve proposed trailer park).
- d. 8" public waterline (loop) extension within private access easement.
- e. 8" private sanitary sewer line within private access easement.

2. Estimate

Private

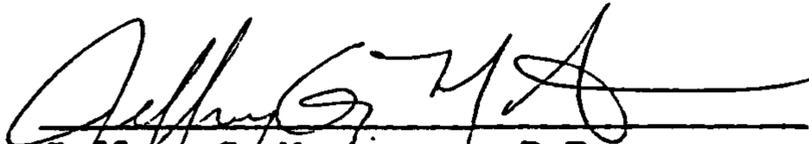
a. 6" curb and gutter (P-47), 603 LF at \$7.85 per SY =	\$ 4,522.50
b. Roadway grading (P-4), (22x660)/9 = 1613 SY at \$1.70 per SY =	\$ 2,742.10
c. 4" subbase (P-17), 1613 SY at \$1.30 per SY =	\$ 2,096.90
d. 1½" asphaltic concrete base course, 1500# stability, (P-25), 1613 SY at \$3.50 per SY =	\$ 5,645.50
e. Emulsified asphalt tack coat (P-30), 1613 SY at \$0.29 per SY =	\$ 467.77
f. 1½" asphaltic concrete surface course, 1500# stability, (P-32), 1613 SY at \$3.45 per SY =	\$ 5,564.85
g. 4' sidewalk (P-42), 4x603 = 2412 SF at \$2.20 per SF =	\$ 5,306.40
h. 8" sewer line (G-3), 620 LF at \$8.00 per LF =	\$ 5,040.00
i. Trenching (S-12), 680 LF at \$9.50 per LF =	\$ 6,460.00
j. Manholes (S-22), 4 EA at \$1300.00 per EA =	\$ 5,200.00
k. 6" sewer line (G-2), 50 LF at \$6.00 per LF =	\$ 300.00
SUBTOTAL:	\$ 43,346.02

PRELIMINARY ENGINEER'S ESTIMATE: DRB-85-583 (cont.)

Public

a.	8" waterline (P-42), ^{B-3 725 LF @ \$15.00/LF} 4x603 - 2412 SF at \$2.20 per SF =	\$ 10,875.00	<i>JGM</i>
b.	8" gate valve (W-67), 2 EA at \$500.00 per EA =	\$ 1,000.00	
c.	Type 'A' valve box (W-82), 2 EA at \$250.00 per EA =	\$ 500.00	
d.	Pressurized connection (W-45), 1 EA at \$600.00 per EA =	\$ 600.00	
e.	8" welding neck flange (W-103), 2 EA at \$71.00 per EA =	\$ 142.00	<i>JGM</i>
f.	C.I. M.J. fittings (W-52), 125 LB at \$2.00 per LB =	\$ 250.00	
g.	Blocking (W-186), 1 CY at \$120.00 per CY =	\$ 120.00	
	Subtotal:	\$ 13,487.00	
	Total:	\$ 56,833.02	

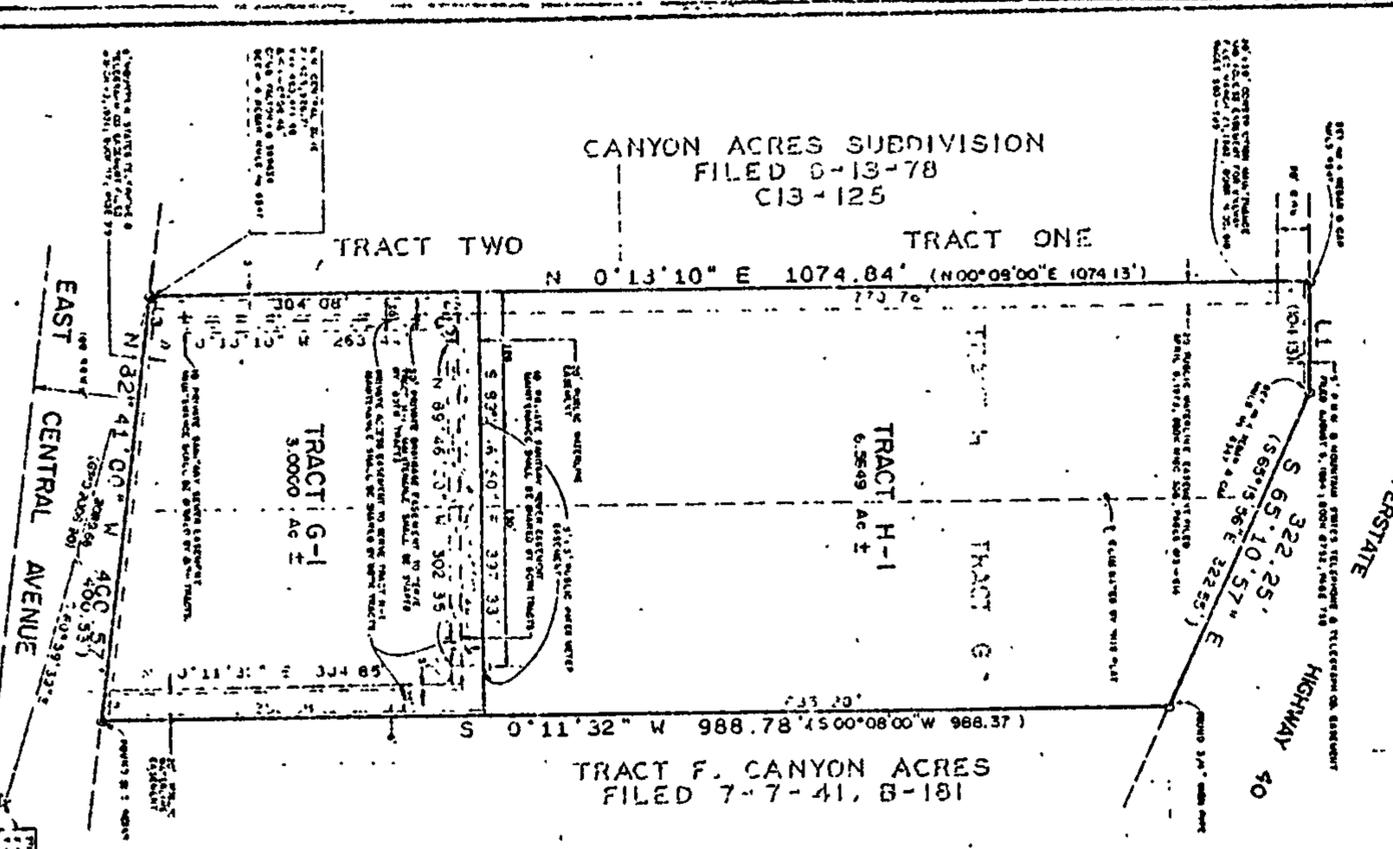
PREPARED BY:


 Jeffrey G. Mortensen, P.E.
 Vice-President

JGM:ra



820 PLAT OF TRACTS G-1 & H-1 A REPLAT OF TRACTS G & H CANYON ACRES ALBUQUERQUE, NEW MEXICO AUGUST, 1985



DESCRIPTION

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising tracts G and H, Canyon Acres, as shown on the plat filed in the Office of the County Clerk of Bernalillo County, New Mexico on July 7, 1941, Book B, Page 181, and existing that portion taken for Interstate Highway No. 40 right-of-way as designated in the Title Insurance Policy prepared by Descriptive Title Company, Inc. on February 28, 1985, and being more particularly described as follows:

- 1. A fee simple and permanent easement on July 15, 1985
2. A 10-foot strip easement was created.
3. All distances are ground distances.
4. All lots located within Section 27 T10N R4E W4E, S4E.
5. Bearing case is that of Canyon Acres.
6. The purpose of this plat is to reconfigure the layout of utility lines between Tracts G and H, and to create public utility easements, and to create access and utility easements.
7. All distances and bearings are shown in feet and decimals thereof.

Table with 4 columns: ACRES, DISTANCE, BEARING, and REMARKS. Contains data for various lots and easements.

DEFINITION & FIRST CONSENT
The undersigned owners of the land shown hereon do hereby consent to the subdivision of said land in the manner shown on this plat and do hereby dedicate all public utility easements and grant all private easements including the right of ingress and egress and the right to the adjoining tracts.

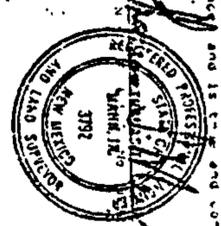
ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
The foregoing instrument was acknowledged before me this 27th day of August 1985

APPROVALS
Planning Director, City of Albuquerque N.M. Date 8-27-85
City Engineer, City of Albuquerque N.M. Date 8-27-85

APPROVALS
City of Albuquerque N.M. Date 9-3-85
City of Albuquerque N.M. Date 9-3-85

APPROVALS
City of Albuquerque N.M. Date 8-27-85

CRITICIZATION
I, Thomas T. Mann, Jr., a registered Land Surveyor under the laws of the State of New Mexico do hereby certify that this plat was prepared by me or under my supervision and that all bearings noted on a site report prepared by me or under my supervision are correct to the best of my knowledge and belief.



ACKNOWLEDGMENT
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
The foregoing instrument was acknowledged before me on this 27th day of August 1985



NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION EXPIRES JANUARY 1, 1986

11/21/85

October 15, 1935

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

RE: Loan Reserve for Tracts G-1 and H-1 Canyon Acres Subdivision, City of
Albuquerque Project No: 2644, Charles C. France, Jr.
Revocable Trust

Dear Mr. Stover:

This is to advise the City of Albuquerque that The First National Bank in Albuquerque ("FNBA") holds as a loan reserve the sum of fifty-six thousand eight hundred and thirty three dollars and two cents (\$56,833.02) for the exclusive purpose of providing the financial guaranty required by the City of Albuquerque from Charles C. France, Jr. Revocable Trust ("Developer"), for the installation of those improvements in Tracts G-1 and H-1 Canyon Acres Subdivision (Project No. 2644) identified in the Agreement between the City of Albuquerque and Developer, a copy of which is attached hereto as Exhibit "A", and is recorded in Book Misc. 292-A, at pages 799 to 821, of the records of the County of Bernalillo, State of New Mexico ("Agreement").

1. Reduction of Reserve. Release of funds from the loan reserve and reduction in the amount of the loan reserve as various stages of construction are completed will be accomplished only upon the written approval of William F. McNamara, City Engineering Department, or such other City representative as shall be designated by the City Engineer, and upon a notarized certification executed by the Chief Administrative Officer of the City of Albuquerque, indicating that a specified amount may be released from the loan reserve and that the reserve may be reduced to a specified dollar amount. Upon presentation to FNBA of the approval of the City Engineering Department and the certification of the Chief Administrative Officer, FNBA will deliver a revised version of this letter in the reduced amount required by the City and a release of the letter previously in effect for execution by an authorized City official. Each revised version of this letter will become effective only upon execution and delivery to FNBA of the release of the previous letter.

2. Liability of FNBA. Notwithstanding any agreement to the contrary between Developer, and the City and notwithstanding the fact that the City Engineering Department's approval of partial completion of work on the project is or may be subject to final inspection and acceptance by the City of Albuquerque, the total liability of FNBA to the City of Albuquerque with respect to Project No. 2644 shall at all times be limited to the dollar amount stated in the latest version of this letter which is then in effect, and such liability shall cease upon termination of the loan reserve as provided herein.

Mr. Bob V. Stover
Page 2
October 15, 1985

3. Draw on Reserve. If, by April 1, 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 April 1, 1986, and June 1, 1986, inclusive, of the City's notarized certification, executed by the Chief Administrative Officer of the City of Albuquerque, stating that Developer has failed to comply with the terms of the Agreement, and also certifying the estimated costs of completing the improvements specified in the Agreement, then FNBA shall draw by cashier's check to the City of Albuquerque, from the loan reserve, the amount of 125% of the estimated costs of completing the improvements specified in the Agreement, not to exceed the amount required to be held in the loan reserve according to the most recent version of this letter accepted by the City.

4. Termination of Reserve. This loan reserve for the benefit of the City of Albuquerque shall be irrevocable until the occurrence of one of the following:

a. The passage of sixty (60) days following final City acceptance of the completed improvements specified in the Agreement;

b. City notification of failure of Developer to comply with the terms of the Agreement, and payment by cashier's check from FNBA to the City of Albuquerque of the sum of 125% of the estimated costs of completing the improvements specified in the Agreement, up to the amount then required to be held in the loan reserve; or

c. The expiration of the date June 1, 1986.

Very truly yours,

FIRST NATIONAL BANK IN ALBUQUERQUE

By: Robert J. Valdiviezo
Robert J. Valdiviezo, Vice President

APPROVED AS TO FORM:

CITY OF ALBUQUERQUE

Stacy K. B...
Assistant City Attorney

Gay Calley
11/17/85

ACCEPTED:

CITY OF ALBUQUERQUE

By: Bob V. Stover 11-14-85
Bob V. Stover
Chief Administrative Officer