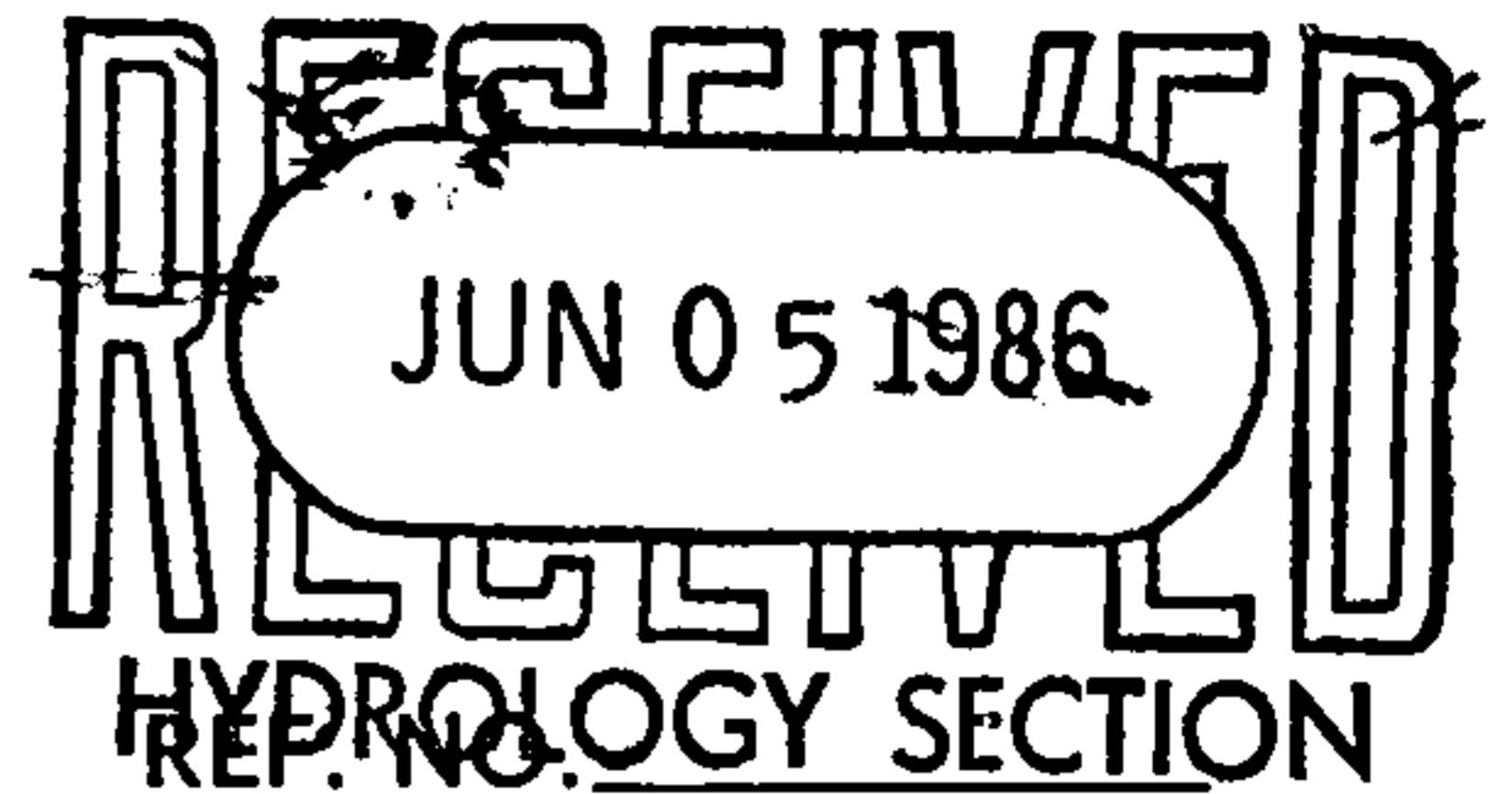


# CITY OF ALBUQUERQUE

ALBUQUERQUE, NEW MEXICO

INTER-OFFICE CORRESPONDENCE

June 3, 1986



TO: Billy Goolsby, Civil Engineer, Design

FROM: Adelia W. Kearny, Assistant City Attorney *XW*

SUBJECT: Vista del Sol Mobile Home Park, Project 2796,  
Roger Cox, Developer - Baker, First American and Black  
Easements and Drainage Agreements

As we have discussed, the easements and related development agreements contain several significant problems. In particular, the easements are granted to the City for construction of the drainage canal, but apparently no temporary easement has been granted to Cox, and the drainage agreements state that Cox is to construct but do not clarify the fact that the City will not be contributing to the cost of the canal (as sometimes is the case). The fact that the City is not paying should have been stated in the agreements.

Also, the drainage agreements are personal to the owners and their successors and do not run with the land. No notaries are included and, therefore, the agreements cannot be recorded with the County Clerk real estate records. Normally I would have a problem with that, but since the easements to the City accompany the agreements, the City's major concerns with non-performance by the owners have been met.

Other important details were not clarified in the agreements, such as who will be maintaining after construction, but because the City will be maintaining after acceptance, the City will not be attempting to establish that a non-City entity will be maintaining, so the oversight also is not a major concern.

The Subdivision Ordinance and other public and private infrastructure agreements establish that the developer is to pay the cost of the infrastructure.<sup>so</sup> the developer could not argue that the City will have to pay some or all of the cost. For that reason Legal is signing the easements and agreements as is. However, by copy of this memo I am informing Ron McCulloch at Roger Cox that the City is in the process developing a temporary easement form and amending its drainage covenant form. If unusual circumstances require wording which is different from the

Billy Goolsby  
June 2, 1986  
Page 2

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forms, then the developer, its engineer or lawyer should not draft different documents without first contacting me. If that procedure is not followed, the paperwork may finally work its way to Legal, Legal may have objections which prevent Legal's sign off and the whole project will be stalled until revision, resubmittal and signatures are complete.

Thank you for your assistance.

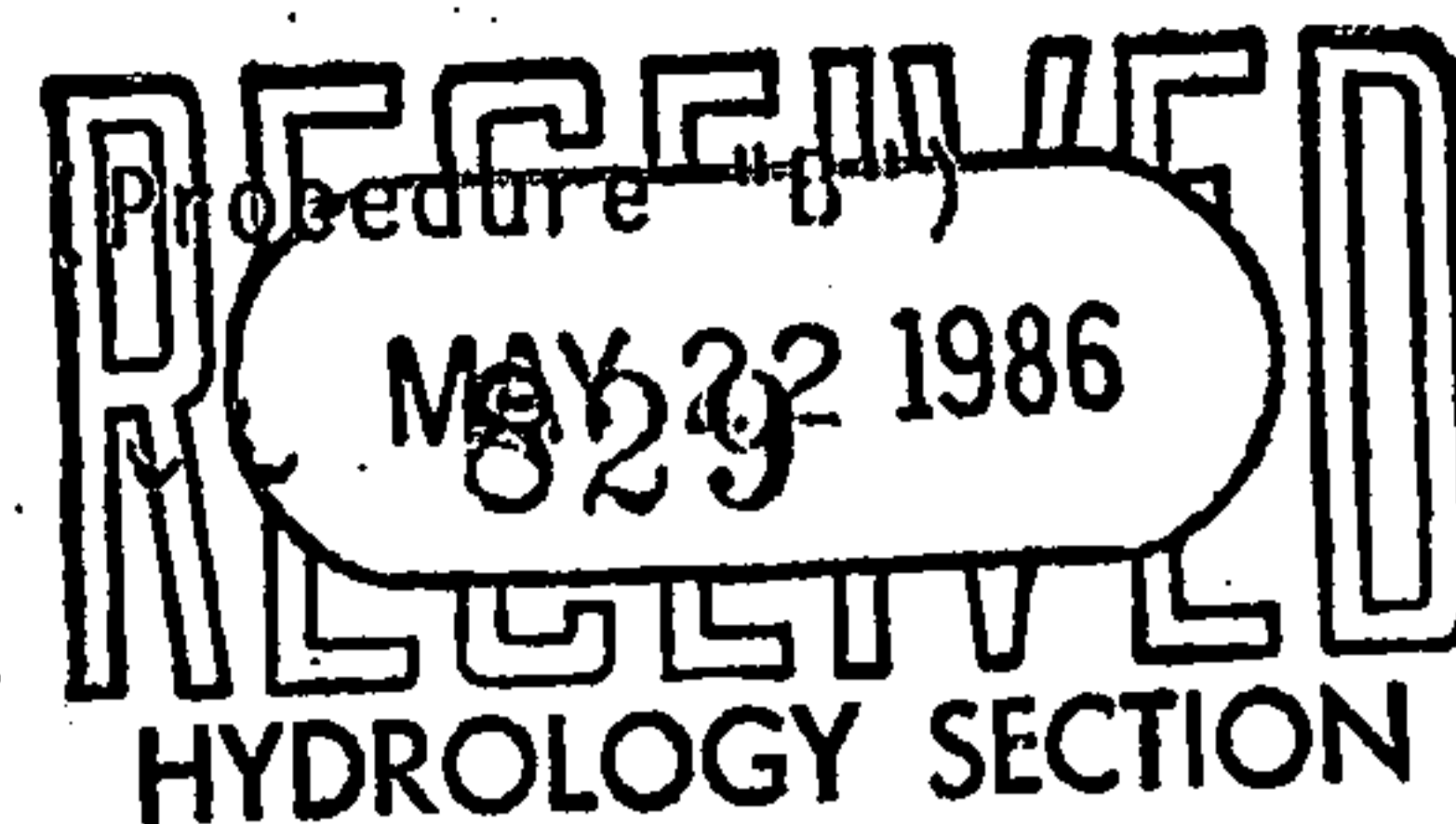
AWK/ah  
cc: Ron McCulloch, President,  
    Roger Cox Capitol Corp.  
    Della Gallegos, Administrative Asst.,  
        Engineering/Design Review  
    Andre Houle, Sr. Civil Engr.,  
        Engineering/Design Review

P.S. During our telephone conversation on May 29 you stated that the easements were not wide enough to include the access required by the DRC. The project may have to be redesigned and the wording of the agreements changed.

★ | Therefore, the easements and agreements have been sent back to Della Gallegos (not yet signed by the City Attorney) until this issue is resolved.

86 43935

AGREEMENT TO CONSTRUCT  
SUBDIVISION IMPROVEMENTS (PUBLIC)  
FOR SITE DEVELOPMENT PLAN



THIS AGREEMENT made this 16<sup>th</sup> day of May, 1986, by and between the City of Albuquerque, New Mexico (hereinafter referred to as "City") and ROGER COX LIMITED PARTNERSHIP 1984-2

(hereinafter referred to as "Developer") pursuant to Section 6 of the City's Subdivision Ordinance (Enactment No. 56-1983, effective June 29, 1983) and Section 40.K. of the City's Zoning Code.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico known as LAND OF ROGER COX SOUTHWEST DEVELOPMENT (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Developer has submitted a Site Development Plan identified as VISTA DEL SOL MOBILE HOME PARK describing the site development; 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 Site Development Plan; 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 30th day of January, 1987, complete to the satisfaction of the City the improvements required for the Subdivision as set forth, specified and referenced in Exhibit "A" attached hereto. The improvements which the Developer shall satisfactorily complete within the time limitation stated above are described and identified in Exhibit "D", which is attached hereto and incorporated herein as is fully set forth in this Agreement. 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 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) combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public resulting from any condition of the lands of the subdivision or improvements therein or the construction activities thereon. The insurance policy must name the City of Albuquerque, its employees, and elected officials, as their interest may appear, as additional insureds. The Developer shall maintain such insurance until acceptance of the improvements by the City. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date hereof, materially changed, or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer. 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 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 Site Development Plan approval by the City prior to the actual construction of the improvements, the City will

approve the Site Development Plan 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.~~ 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, C, and D) and the terms and conditions of any other document referred to herein, the terms and conditions of this Agreement (with Exhibits A, B, C, and D) shall govern.

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

DEVELOPER

Signed

ROGER S. COX

Name

GENERAL PARTNER, ROGER COX

Title LIMITED PARTNERSHIP 1984-2

CITY OF ALBUQUERQUE, NEW MEXICO

James N. Hicks, Jr., Principal Engineer,  
Design Division, Public Works Dept.

Gene Romo

Chief Administrative Officer

ATTEST:

City Clerk

REVIEWED BY:

Assistant City Attorney

City Attorney

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 8th day  
of April, 1986, by Roger S. Cox, General Partner  
of Roger Cox Limited Partnership 1984-2.

Notary Public

My Commission Expires:

November 12, 1989

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day  
of April, 1986, by James N. Hicks, Jr.,  
the City of Albuquerque.

Notary Public

My Commission Expires:

10-26-88 1986 MAY 19 AM 8:13

Rev. 12/85

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

DOLORES C. WALLER  
CO. CLERK & RECORDER

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day  
 of May, 1986, by Gene Romo, Chief Administrative  
 Officer of the City of Albuquerque.

Priscilla Phillips  
 Notary Public

My Commission Expires:

3-17-90

EXHIBIT "A"  
TO SUBDIVISION IMPROVEMENT AGREEMENT  
EXECUTED BY AND BETWEEN ROGER COX LIMITED PARTNERSHIP (DEVELOPER)  
AND CITY OF ALBUQUERQUE, NEW MEXICO (CITY) ON  
THE 16<sup>th</sup> DAY OF May, 1986

1984-2  
837

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.'s 2796, 2831 and 2832.

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 Boyle Engineering Corporation 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 the 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 (contractor has not been chosen)\*\* 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.'s 2796, 2831 & 2832) incorporating any change orders approved by the City Engineer, City of Albuquerque Interim Standard Specifications for 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 City Engineer's Standard Estimated Unit Prices.

\*\* Note: The Developer will engage a Contractor, who is properly licensed in the State of New Mexico, and will notify the City Engineer of selection in writing prior to work order issuance."

This list shall be divided into the following categories as applicable: **UL 839**

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

The City shall concurrently provide a written certification from the City Engineer that the construction has been performed in substantial compliance with the City of Albuquerque Interim Standard Specifications for Public Works Construction, 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 after approval of the final acceptance package by the City Engineer.

4. PAYMENT OF FEES.

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

00-840

Type of Fee

Amount

Engineering Fee

6% of actual construction cost for  
public improvements.

Excavation Ordinance Fee

As required per City approved  
engineer's estimate

Sidewalk Ordinance Fee

As required per City approved  
engineer's estimate

Prior to final acceptance of the improvements by the City, the Developer shall pay any other City fees which may have been incurred during the course of construction.

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EXHIBIT "B"  
TO SUBDIVISION IMPROVEMENT AGREEMENT 1984-2  
EXECUTED BETWEEN ROGER COX LIMITED PARTNERSHIP (DEVELOPER)  
AND THE CITY OF ALBUQUERQUE (CITY)  
ON THE 16<sup>th</sup> DAY OF May, 1980.

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 THE CITY OF ALBUQUERQUE in accordance with all applicable laws, ordinances and regulations. If said construction surveying is performed by an entity other than the City, the City may monitor said construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City as required for review. If any construction surveying is performed by the City, the Developer shall pay to the City a reasonable fee therefor.

3. FIELD TESTING.

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Field testing of the subdivision improvement construction shall be performed by TESTING CONTRACTOR HAS NOT BEEN CHOSEN\*\*, 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.

**\*\*NOTE:** The Developer will engage a Testing Contractor, who is properly licensed in the State of New Mexico, and will notify the City Engineer of selection in writing prior to work order issuance.

EXHIBIT "C"  
TO SUBDIVISION IMPROVEMENT AGREEMENT 1984-2  
EXECUTED BETWEEN ROGER COX LIMITED PARTNERSHIP (DEVELOPER)  
AND THE CITY OF ALBUQUERQUE (CITY) ON  
THE 16<sup>th</sup> DAY OF May, 1986.

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1. PLAT APPROVAL STATUS

\*\*\* The Developer has ~~has not~~ (circle one) requested Site Development Plan 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 Site Development Plan 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 Site Development Plan until the improvements are completed in accordance with the Agreement to which this document is attached as an Exhibit.

If the Developer has requested Site Development Plan 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):

Letter of Credits issued by Sunwest Bank of Albuquerque, NM , dated April 4, 1986:

Identified as Number ANB0963 for \$ 44,800.87  
and Number ANB0964 for 387,248.88

00 844

and Number ANB0965 for 197,776.25, and in force through April 3, 1987.

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

In the event the Developer shall fail or neglect to fulfill his obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Improvements specified herein, as shown on the Site Development Plan and in the plans and specifications as approved, and the Developer as Principal and the surety or sureties shall be jointly and severally liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of the Agreement to which this document is attached as an Exhibit. The City shall have the unconditional right to call upon the financial guarantee provided by the Developer described in this paragraph for the purposes specified and in the amounts enumerated in such guarantee.

3. PROCEDURES FOR REDUCTION OF FINANCIAL GUARANTEE UPON PARTIAL COMPLETION OF IMPROVEMENTS.

The Developer may request a reduction in the amount of financial guarantee upon partial completion of the subdivision improvements. To qualify

for a financial guarantee reduction, the completed improvements must be of a free-standing nature, functionally independent of any uncompleted improvements, and completed in substantial compliance with the subdivision improvement construction plans as determined by an inspection conducted by the City.

If the completed improvements meet the above requirements, the City Engineer will then estimate the cost of completing the remaining improvements. The Developer may then submit the following documents to the City for review and approval:

a) A revised financial guarantee in an amount of not less than 125 percent of the City Engineer's estimated cost of completing the remaining improvements;

b) A release of the original financial guarantee for execution by the City;

c) Documentation that the completed improvements and the land in which the completed improvements are located are subject to no liens, claims or other encumbrances;

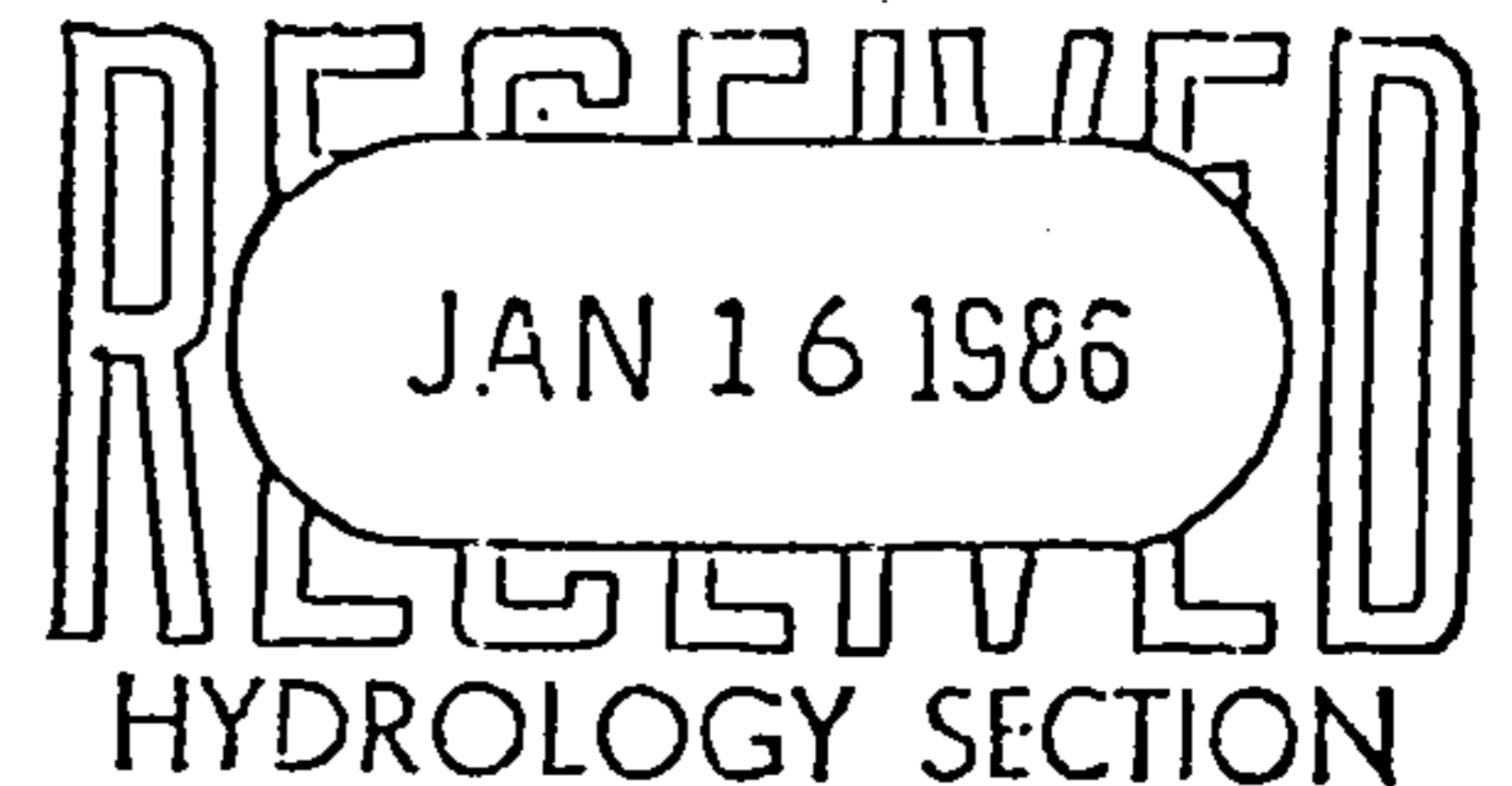
d) A bond or other suitable instrument guaranteeing the completed improvements against defective materials and workmanship for a period of three (3) years as set forth in Paragraph 7 of the Subdivision Improvement Agreement between the Developer and the City.

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

Figure 11

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EXHIBIT "D"  
to Subdivision Improvements Agreement  
D.R.B. REQUIRED INFRASTRUCTURE LISTING  
for Vista Del Sol Mobile Home Park



Lands of Roger Cox

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

ITEM	SIZE	TYPE OF IMPROVEMENT	LOCATION	FROM	TO
1.	16"	Master-planned Water Line	Southward along Section line in new 20' easement	End of exist. 10" line in Camino San Martin	NW Corner SEC 3, T9N, R2E
2.	8"	Water Line extension	Eastward inside N. property line in new 20' easement	NW Corner SEC3, T9N, R2E	Meter box at E. R.O.W. line Unser (proposed)
*3.	8"	Pressure Reducing Valve	Upstream side of Master water meter	At NW Property Corner	
*4.	3" (Max.)	Surge Pressure Relief Valve	Upstream side of Master water meter	At NW Property Corner	
5.	8"	Sanitary Sewer	Southward in W. 20' of Amole Del Norte (City) R.O.W.	S.E. Corner M.H.P. Property	Blake Rd.
6.	12"	Sanitary Sewer	Blake Rd.	Crossing of Amole Del Norte (Coors Rd.)	48" Interceptor (Coors Rd.)
7.	10'	1000-ft Drainage Channel	Southeasterly thru property in new 30' easement	W. Property line (SEC 3)	S. Prop. line 430' W / Wendell
8.	10'	1530-ft Drainage Channel	Along S. Prop. line in new 25' easement (1000' N. Blake Rd)	430' W. of Wendell Rd.	W. R.O.W. Amole Del Norte
9.	2.1 Ac-ft	Temporary Storm Water Detention Basin	Excess City R.O.W. west of Amole Del Norte channel	SW Prop. Cor.	Blake Rd.
10.	7.5 Ac-ft	Temporary Storm Water Detention Basin	Temporary Use of 140' City ROW until channel const. begins	Blake Rd.	1400' N. of Blake
11.	4'	440-ft Concrete Sidewalk	N. side Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
12.	STD	440-ft Curb & Gutter	N. side Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
13.	24'	440' Paving: Collector City Std. (P-4)	Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
14.	24'	600' Paving City Std. (P-2)	Blake Rd.	End of Exist. pavement	SE Property Cor. at Blake R.O.W.
15.	24'	1100' Paving City Std (P-2)	Wendell Rd. (North leg)	Blake Rd.	S. Prop. line

\* Final requirement for this item to be determined by DRC.

\*\* Contingent upon approval by the City Engineer  
To be acquired by the developer prior to Work Order (i.e., the Drainage Channel).

Prepared by: Thornton D. Schwenk, P.E. 4739

Print Name Thornton D. Schwenk

Firm Boyle Engineering Corporation

Page 1 of 1

Development Review Board Member Approvals

Robert A. Farnsworth 1-14-86 Traffic Date  
Don E. Fitzgerald 1-14-86 WRD Date  
Mart. Sully 1-14-86 Parks & Rec. Date

DRB Chairman Date

City Engineer/AFCA 1/14/86 Date

Eng's Estimate

BOYLE ENGINEERING CORPORATION

847

ENGINEER'S OPINION OF CONSTRUCTION COST

Based on City Engineer's Estimated Unit Prices dated 8-28-85  
and Cash Paving No. 31

PROJECT NO. 2796

OFFSITE INFRASTRUCTURE IMPROVEMENTS

- PHASE O-1: 16-IN MASTER-PLANNED WATER MAIN EXTENSION  
PHASE O-2: SANITARY SEWER EXTENSION  
PHASE O-3: PAVING OF PORTIONS OF BLAKE RD. & WENDELL RD., S.W.,  
STORM WATER DRAINAGE CHANNELS & DETENTION PONDS

for

Vista Del Sol Mobile Home Park  
4501 Blake Rd., S.W.  
A Development of Roger Cox & Associates

MARCH 3, 1986

<u>SEQ</u> <u>NO.</u>	<u>BID</u> <u>ITEM ID</u>	<u>ITEM</u> <u>DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>UNIT</u> <u>PRICE</u>	<u>AMOUNT</u>
PHASE O-1: 16-IN MASTER-PLANNED WATER MAIN EXTENSION						
/ 1.	W-7	16" DUCTILE IRON PIPE, CLASS 150, COMPLETE IN PLACE	LF	750	31.00	23,250.00
/ 2.	W-46	NON-PRESSURIZED CONNEC- TIONS TO EXIST. WATER LINE	EA	1	420.00	420.00
/ 3.	W-67	8" GATE VALVE, COMPLETE, IN PLACE	EA	1	510.00	510.00
/ 4.	W-68	10" GATE VALVE, COMPLETE, IN PLACE	EA	1	810.00	810.00
/ 5.	W-82	VALVE BOX, TYPE A, IN PLACE	EA	1	180.00	180.00
/ 6.	W-83	VALVE BOX, TYPE B, IN PLACE	EA	1	260.00	260.00
/ 7.	W-186	BLOCKING FOR WATER PIPE, PCC, PLAIN, IN PLACE	CY	4	95.00	380.00
/ 8.	B-3	8" PVC WATER LINE C-900/ FRP C-950, COMPLETE IN PLACE	LF	444	9.40	4,173.60

EO-1

848

/9.	W-77	FURNISH AND INSTALL PRESSURE REDUCING VALVE IN NEW WATERLINE EXTENSION, PER STANDARD DETAILS, W-7, W-8-1	EA	1	3,000.00	3,000.00
/10.	P-10	CUTTING, REMOVAL & DISPOSAL OF EXIST. A.C. PAVING, WHERE SAW CUTTING IS REQUIRED	SY	7	3.30	23.10
/11.	W-194	RESIDENTIAL A.C. CONCRETE PAVING REPLACEMENT (P-25)	SF	60	2.40	144.00
/12.		PRESSURE RELIEF VALVE	EA	1	500.00	500.00
/13.	W-53	10" (ACP) x 16" (DIP) REDUCER, ADAPTER & COUPLINGS, IN PLACE	EA	1	725.00	725.00
/14.	W-53	16"x16"x8" TEE, IN PLACE	EA	1	1,175.00	1,175.00
/15.	W-56	16" C.I. CAP, IN PLACE	EA	1	290.00	290.00

TOTAL PHASE O-1:

-----  
\$35,840.70 ✓

P125%  
44,800.87

PHASE O-2: SANITARY SEWER EXTENSION

849

✓ 16. G-1	4" PIPE FOR SERVICE STUBS, IN PLACE, INCL. TRENCHING, BACKFILL AND COMPACTION	LF	200	9.80	\$1,960.00
✓ 17. G-2	6" PIPE FOR SERVICE STUBS, IN PLACE, INCL. TRENCHING, BACKFILL AND COMPACTION	LF	30	6.00	180.00
✓ 18. G-3	8" PVC SEWER PIPE, COMPLETE IN PLACE, IN TRENCH	LF	1145	5.08	5,816.60
✓ 19. G-4	10" PVC SEWER PIPE, COMPLETE IN PLACE, IN TRENCH	LF	770	6.45	4,966.50
✓ 20. G-5	12" PVC SEWER PIPE, COMPLETE IN PLACE, IN TRENCH	LF	2515	9.10	22,886.50
✓ 21. G-7	4" PVC TEE, COMPLETE IN PLACE	EA	6	66.21	397.26
✓ 22. G-8	6" PVC TEE, COMPLETE IN PLACE	EA	1	50.00	50.00
✓ 23. S-12	TRENCHING, BACKFILLING, AND COMPACTION FOR 6" TO 15" PIPE, 6'-8' TRENCH DEPTH	LF	945	6.45	6,095.25
✓ 24. S-13	TRENCHING, BACKFILLING, AND COMPACTION FOR 6" TO 15" PIPE, 8'-10' TRENCH DEPTH	LF	<del>715</del> 1715	7.84	<del>5,605.60</del> 13,445.60
✓ 25. S-14	TRENCHING, BACKFILLING, AND COMPACTION FOR 6" TO 15" PIPE, 10'-14' TRENCH DEPTH	LF	1285	11.19	14,379.15
✓ 26. S-15	TRENCHING, BACKFILLING, AND COMPACTION FOR 6" TO 15" PIPE, 14'-18' TRENCH DEPTH	LF	<del>1405</del> 405	14.77	<del>20,751.85</del> 5,981.85
✓ 27. S-22	4' DIA. TYPE "E" MH 6' TO 10' DEPTH, IN PLACE	EA	<del>5</del> 5	977.61	<del>4,888.05</del> 8,793.50
✓ 28. S-23	4' DIA. TYPE "E" MH 10' TO 14' DEPTH, IN PLACE	EA	<del>9</del> 6	1165.00	<del>10,485.00</del> 6,990.00
✓ 29. S-24	4' DIA. TYPE "E" MH, IN PLACE, ADDED COST FOR EACH ADDITIONAL FOOT OVER 14' TO 18'	FT	13	71.53	929.89
✓ 30. S-25	4' DIA. TYPE "E" MH, IN PLACE, ADDED COST FOR EACH ADDITIONAL FOOT OVER 18'	FT	<del>3</del> 34	64.00	192.00

00 850

31. S-30	VERTICAL DROP AT MH, INCL. PIPE & FITTINGS, IN PLACE	LF	8	127.69	1,021.52
32. M-38	24" STEEL CASING PIPE, INCL. BORING, JACKING AND INSTALLATION OF 12" PVC SEWER PIPE, IN PLACE	LF	80	115.20	9,216.00
33. M-25	RESIDENTIAL PAVING REMOVAL & REPLACEMENT PER STD. DETAIL DRAWING P-25, INCL. 2" EXTRA ASPHALT THICKNESS, W/O MACHINE LAYDOWN, IMPORTED SUBBASE	SY	-2200-	22.00	48,400.00

TOTAL PHASE O-2

OK. ~~158,221.17~~

@125% 197,776.<sup>25</sup>

PHASE O-3: PAVING OF PORTIONS OF BLAKE RD. & WENDELL RD., S.W.  
STORM WATER DRAINAGE CHANNELS & DETENTION PONDS

34. P-4	GRADING FOR LESS THAN 2' EXCAVATION	SY	5885	0.95	5,590.75
35. P-19	PROCESS & COMPACT EXISTING SUBBASE <i>subgrade</i> MATIL 6" THICK	SY	5885	0.61	3,589.85
36. P-21	PROCESS & COMPACT EXISTING SUBBASE <i>subgrade</i> MATIL 8" OR MORE	SY	1460	0.90	1,314.00
37. P-24	CEMENT TREATED BASE COURSE, 6"	SY	1460	3.54	5,168.40
38. P-27	AC BASE COURSE, 2-1/2" 1500 LB. STABILITY	SY	1460	3.87	5,650.20
39. P-35	AC SURFACE COURSE, 1-1/2", 1800 LB. STABILITY	SY	<del>5885</del> 1460	2.61	<del>15,359.85</del> 3,810.60
40. P-25	AC BASE COURSE, 1-1/2", 1500 LB. STABILITY	SY	4425	2.49	11,018.25
41. P-17	PROCESS & COMPACT EXISTING BASE COURSE MATERIAL 4" THICK	SY	4615	0.64	2,953.60
42. P-32	1-1/2" AC SF-1500-M	SY	4425	2.54	11,239.50
42. P-42	PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK	SF	1740	1.43	2,488.20
43. P-44	PORTLAND CEMENT CONCRETE VALLEY GUTTER, INCL. CURB, COMPLETE IN PLACE, INCL. SUBBASE PREP.	SF	455	3.80	1,729.00
44. P-46	PORTLAND CEMENT CONCRETE STANDARD CURB & GUTTER, COMPLETE IN PLACE, INCL. SUBBASE PREP.	LF	350	7.48	2,618.00
SUBTOTAL PAVING					<del>\$57,480.10</del> \$57,170.35
45. K-11	48" RCP, CLASS IV, COMPLETE IN PLACE, IN TRENCH	LF	85	73.50	6,247.50
46. K-82	TRENCHING, BACKFILLING AND COMPACTION FOR 42" & OVER PIPE 8' TO 14' DEPTH	LF	85	18.04	1,533.40

852

47. K-48	EXCAVATION, BACKFILLING & COMPACTION USED FOR CONST. OF STRUCTURES	CY	110 ✓	7.71	848.10
48. K-51	REINF. CONCRETE CHANNEL LINING 6" THICK	SF	47,515 ✓	3.92	186,258.00
49. K-67	WIRE-ENCLOSED RIPRAP	CY	76 ✓	35.00	2,660.00
50. K-45	EXCAVATION & BACKFILL, INCL. RELOCATION, COMPAC. & FINISH GRADING USED IN CONSTRUCTION OF CHANNELS	CY	3400 ✓	3.20	10,880.00
51. K-50	PORTLAND CEMENT REINF. CONCRETE GENERAL USAGE	CY	90 ✓	307.14	27,642.00
52. K-45	EXCAVATION FOR 2.1 AC-FT TEMPORARY DETENTION BASIN	CY	6,500 ✓	2.50	16,250.00

SUBTOTAL DRAINAGE

\$252,319.00

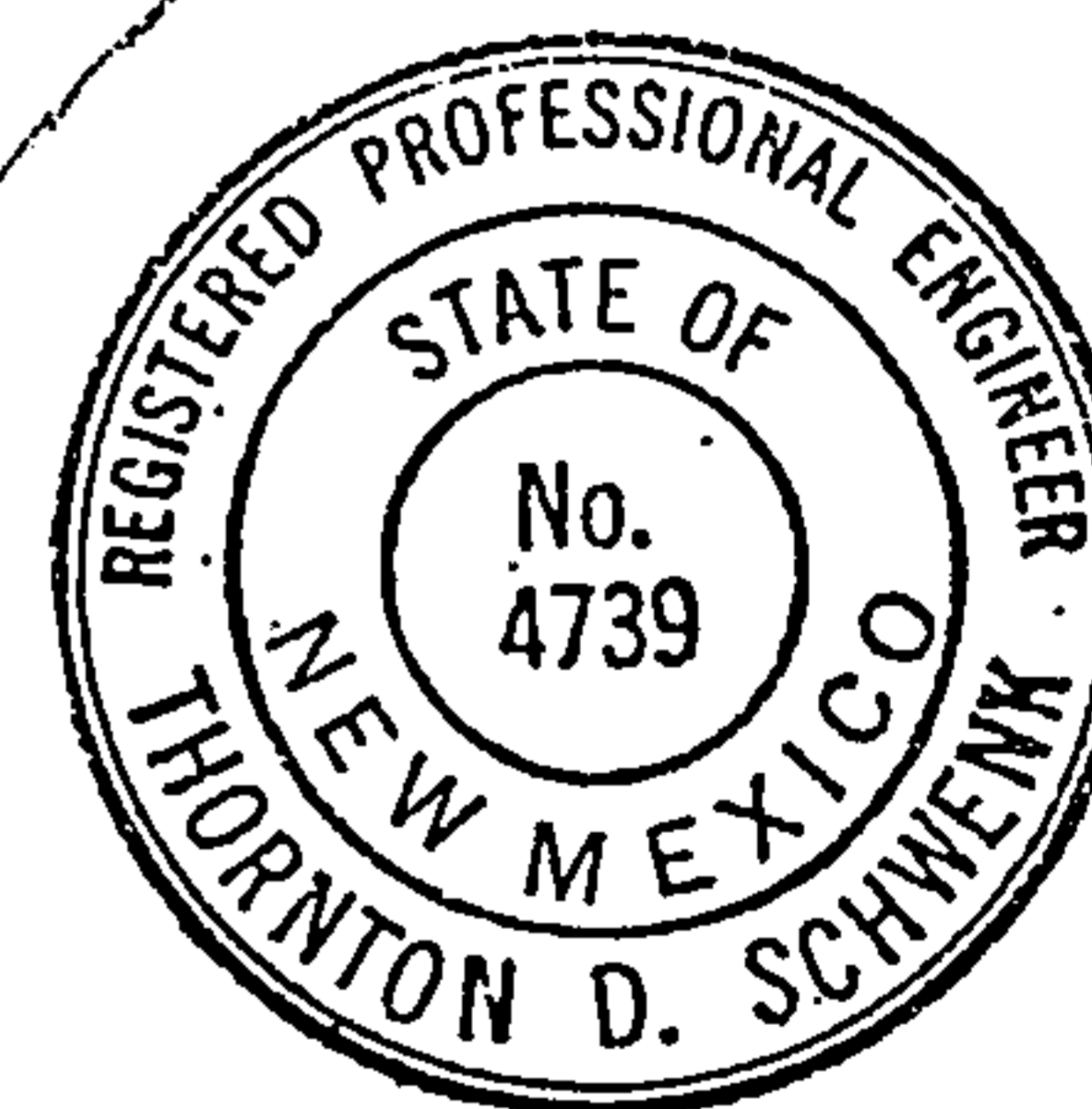
TOTAL PHASE O-3:

\$309,799.10

GRAND TOTAL PHASES O-1, O-2 &amp; O-3

\$503,860.97 ✓

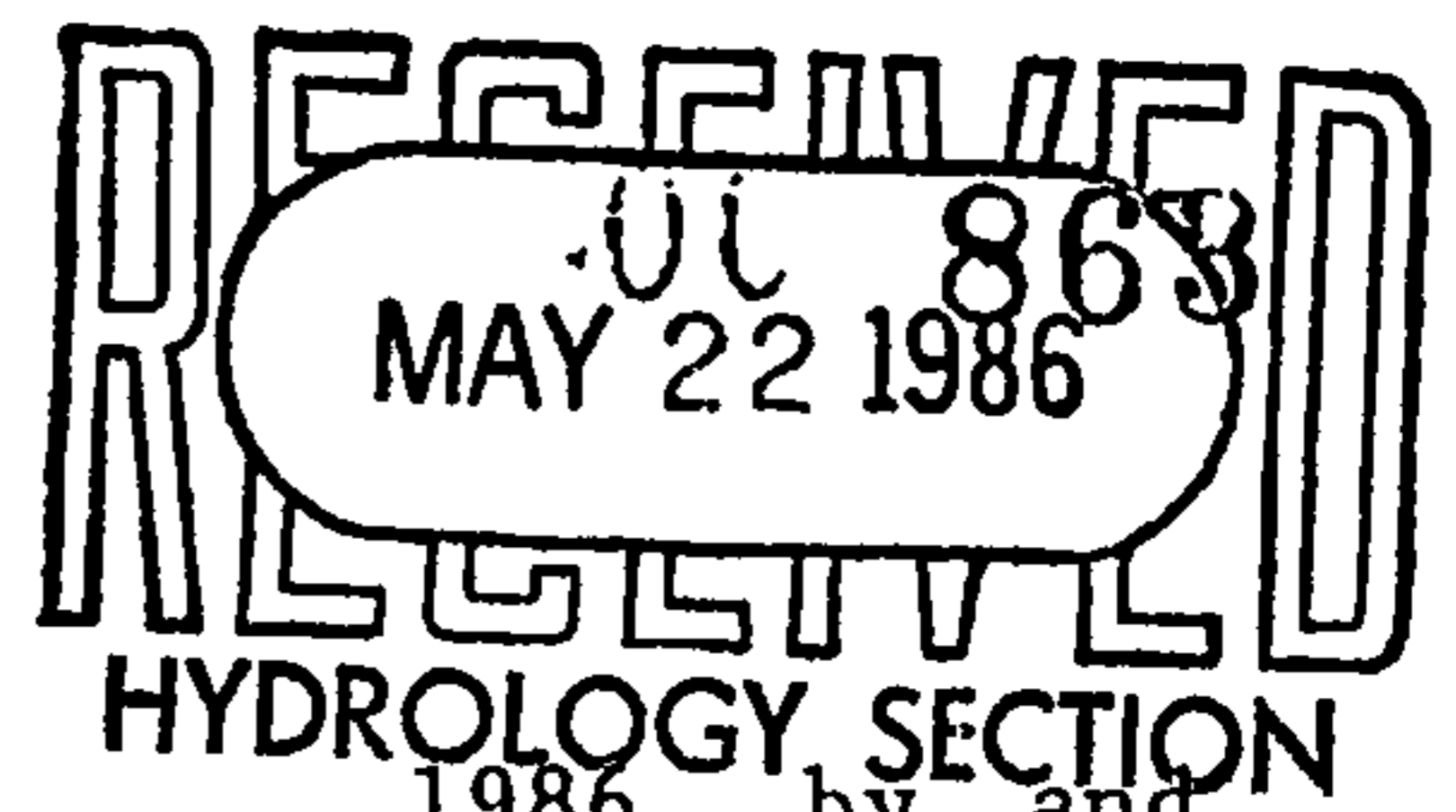
PREPARED BY: Thornton D. Schwenk  
THORNTON D. SCHWENK, P.E.



This amount is O.K.  
for Site Plan Approval.  
3/18/86

DRAINAGE COVENANT

86 43938



THIS COVENANT made this 19<sup>th</sup> day of May, 1986, by and between the City of Albuquerque, a municipal Corporation, (City) and Roger Cox Limited Partnership 1984-2 (Owner, which term includes successors and assigns.)

RECITAL

The Owner is owner of certain real property located at 4501 W. Blake Road, S. W. in Albuquerque, New Mexico, (the Property) and more particularly described as follows:

Tract 3-A-1 as filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 19<sup>th</sup>, 1986 in Book 352-A, Page 863-865.

That pursuant to City ordinances, regulations, and other applicable laws, the Owner is required to install and/or maintain certain drainage facilities on the Property, and the parties wish to provide for an agreement as to the obligations and responsibilities for same.

DESCRIPTION OF FACILITIES

The following facilities are to be constructed and/or maintained by the owner:

A V-Ditch for drainage control along the Easterly property line of Tract 3-A-1 extending Northeasterly 360 ft. and Southwesterly 600 ft. Each side of the center line of a 30' permanent drainage easement, as recorded on the Plat of Tract 3-A-1 and 3-B-1, town of Atrisco Grant, Bernalillo.

CONSTRUCTION OF DRAINAGE FACILITIES

The Owner shall construct the drainage facilities in accordance with standards, plans, and specifications prescribed and approved by the City.

MAINTENANCE OF FACILITIES

The Owner shall, at his cost in accordance with the standards, plans, and specifications prescribed by the City, maintain said drainage facility. The City shall have the right to enter periodically upon the Property to inspect the drainage facility.

# FAILURE TO COMPLY AND LIEN

In the event that the owner shall fail to construct the drainage facility in accordance with standards, plans, and specifications prescribed and approved by the City or fail to adequately maintain said facilities, the City shall give the Owner notice in writing to construct, correct, or maintain said facilities, and if the Owner fails to comply therewith within 60 days, the City may enter upon said property to perform the necessary construction or maintenance. The cost of the City's performing such construction or maintenance shall be paid by the Owner. In the event the Owner fails to pay said cost within thirty (30) days after being billed for same, the City may file a lien against the Property.

## LIABILITY

The City shall not be liable for any damages to the Owner resulting from its construction, modifications, or maintenance of said facilities.

## NOTICE

The written notice provided for herein shall be accomplished by mailing same to:

Roger Cox Limited Partnership 1984-2  
500 4th Street, N. W., Suite 510  
Albuquerque, NM 87102  
505/842-6400

The Owner may change said address by giving written notice, certified mail, return receipt requested, to the City Engineer, City Hall, at 505 Marquette Street, Albuquerque, New Mexico, 87103.

## INDEMNIFICATION AND HOLD HARMLESS

The owner agrees to defend, indemnify, and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the drainage facility provided for herein or the owner's failure to construct, maintain, or modify the drainage facility under this Covenant.

## COVENANT RUNNING WITH THE PROPERTY

The obligation of the owner set forth herein shall be binding upon the Owner, his heirs, and assigns, and the property of the Owner as described herein and will run with said property until released by the City.

### RECOMMEND

*C. D. Thompson* 3/26/86  
City Engineer

### REVIEWED BY THE LEGAL DEPARTMENT:

*James H. [Signature]* 4/21  
City Attorney  
*11-1-1 [Signature] 1-1-1 City Att*

### OWNER

By: *Roger Cox*

Title: *Roger Cox*  
General Partner

CITY OF ALBUQUERQUE

*[Signature]*  
Chief Administrative Officer

## 865

3-17-90

5/20/86

**SUNWEST****RECEIVED**  
**ALBUQUERQUE**  
**HYDROLOGY SECTION**

BANK of Albuquerque, N.A.

HAND-DELIVERED DIRECTLY TO BENEFICIARY MAY 22 1986

INTERNATIONAL DEPARTMENT

P. O. Box 25500 Albuquerque, New Mexico 87125-5500

Telephone: 505-765-2205

Cable Address:  
SUNWESTBK-ABQTelex Number:  
660430IRREVOCABLE STANDBY LETTER OF CREDIT NO. ANB0963

City of Albuquerque

P.O. Box 1293

Albuquerque, New Mexico 87103

Date April 4, 1986Amount USD 44,800.87

GENTLEMEN:

AT THE REQUEST OF Roger Cox Limited Partnership 1984-2, 500 4th St. NW, Suite 510,  
Albuquerque, New Mexico 87102

AND FOR THE ACCOUNT OF same

WE HEREBY OPEN IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT NOT EXCEEDING AN AGGREGATE  
AMOUNT OF FORTY-FOUR THOUSAND EIGHT HUNDRED AND 87/100 U.S.DOLLARSAVAILABLE BY YOUR DRAFT(S) AT \*SIGHT\* ON \*US\*  
WHEN ACCOMPANIED BY THE DOCUMENTS LISTED BELOW:

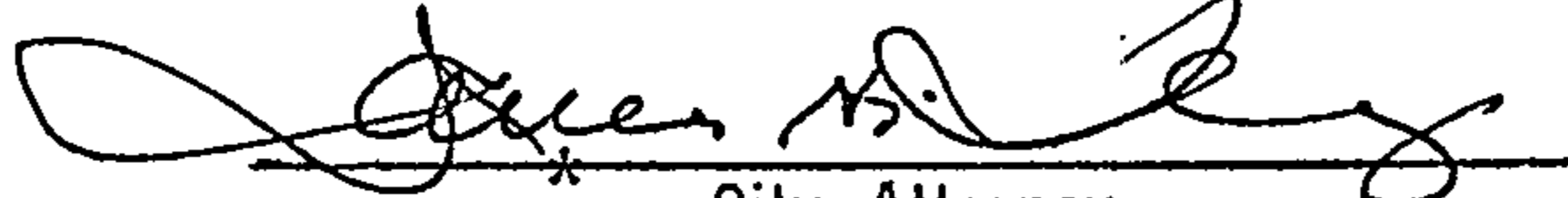
1. The original of this letter of credit
2. The City's notarized certification stating that "Roger Cox Limited Partnership 1984-2 has failed to comply with the terms of the Agreement. The undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement. The amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement."

This Letter of Credit has been established to insure the completion of Master Water Line, Project No. 2796, as provided by the Agreement between Roger Cox Limited Partnership 1984-2 and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 352-A, at pages 829 to 852, of the records of the County of Bernalillo, State of New Mexico (the "Agreement").

Partial drawing(s) are allowed. Drawing may only be effected between April 4, 1986, and April 3, 1987.

\*

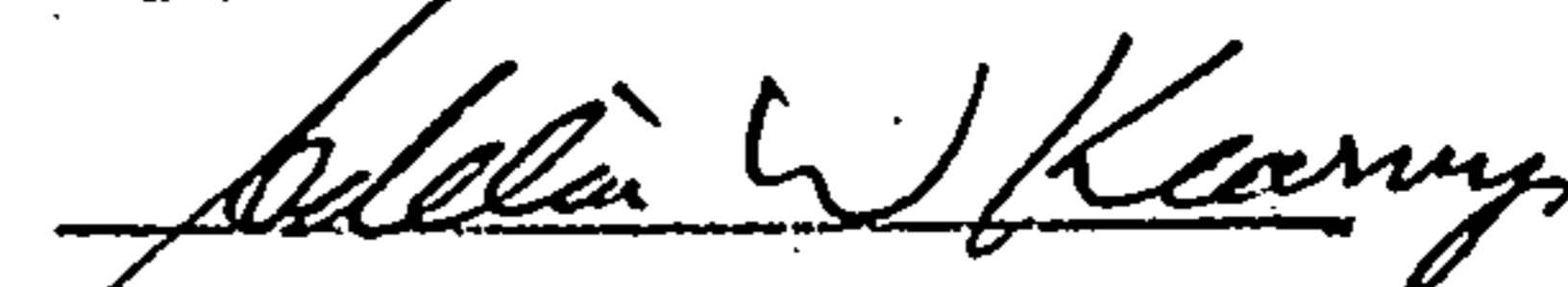
Approved As To Form



City Attorney

Date: 5/18/86

Approved as to Form:



Asst. City Attorney

\* Date: 5-9-86

YOU THAT

WE HEREBY AGREE WITH ~~THE BANK'S POLICY~~ DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED ON PRESENTATION TO THE DRAWEE IF NEGOTIATED ON OR BEFORE April 3, 1987, at counters Sunwest Bank of Albuquerque, Intl. Dept.

DRAFTS DRAWN UNDER THIS CREDIT MUST BE ENDORSED AND CONTAIN THE CLAUSE: "DRAWN UNDER THE SUNWEST BANK OF ALBUQUERQUE, N.A. LETTER OF CREDIT NO. ANB0963 DATED April 4, 1986," AND THE AMOUNTS OF SUCH DRAFTS MUST BE ENDORSED ON THE REVERSE SIDE HEREOF, BY THE NEGOTIATING OR PAYING BANK.

SUNWEST BANK OF ALBUQUERQUE, N.A.

THIS CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400.

  
AUTHORIZED SIGNATURE  
AUTHORIZED SIGNATURE

**SUNWEST BANK** of Albuquerque, N.A.

HAND-DELIVERED DIRECTLY TO BENEFICIARY.

INTERNATIONAL DEPARTMENT

P. O. Box 25500 Albuquerque, New Mexico 87125-5500

Telephone: 505-765-2205

Cable Address:  
SUNWESTBK-ABQ

Telex Number:  
660430

IRREVOCABLE STANDBY LETTER OF CREDIT NO. ANB0964

City of Albuquerque

P.O. Box 1293

Albuquerque, New Mexico 87103

Date April 4, 1986

Amount USD 387,248.88

GENTLEMEN:

AT THE REQUEST OF Roger Cox Limited Partnership 1984-2, 500 4th St. NW, Suite 510,  
Albuquerque, New Mexico 87102

AND FOR THE ACCOUNT OF same

WE HEREBY OPEN IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT NOT EXCEEDING AN AGGREGATE  
AMOUNT OF THREE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED FORTY-EIGHT AND 88/100  
U.S.DOLLARS

AVAILABLE BY YOUR DRAFT(S) AT \*SIGHT\* ON \*US\*  
WHEN ACCOMPANIED BY THE DOCUMENTS LISTED BELOW:

1. The original of this letter of credit
2. The City's notarized certification stating that "Roger Cox Limited Partnership 1984-2 has failed to comply with the terms of the Agreement. The undersigned is Chief Administrative Officer of the City of Albuquerque and is authorized to sign this statement. The amount of the Draft does not exceed 125% of the cost of completing the improvements specified in the Agreement."

This Letter of Credit has been established to insure the completion of Paving and Drainage Canal, Project No. 2832, as provided by the Agreement between Roger Cox Limited Partnership 1984-2 and the CITY OF ALBUQUERQUE which Agreement is recorded in Book Misc. 352-A, at pages 829 to 852, of the records of the County of Bernalillo, State of New Mexico (the "Agreement").

Partial drawing(s) are allowed. Drawing may only be effected between April 4, 1986, and April 3, 1987.

\*

Approved As To Form

Approved as to Form:

  
City Attorney

  
Asst. City Attorney

Date: 5/13/86

Date: 5-9-86


YOU THAT

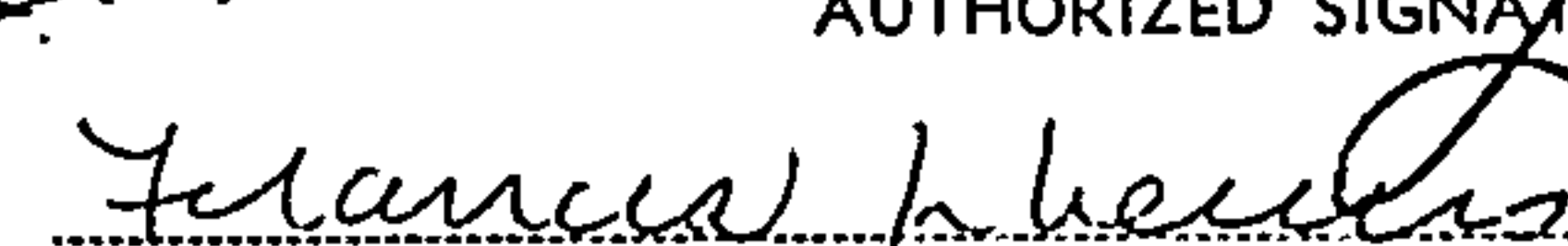
\*

WE HEREBY AGREE WITH ~~THE TERMS OF THIS CREDIT~~ DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED ON PRESENTATION TO THE DRAWEE IF NEGOTIATED ON OR BEFORE April 3, 1987, at counters Sunwest Bank of Albuquerque, Intl. Dept. DRAFTS DRAWN UNDER THIS CREDIT MUST BE ENDORSED AND CONTAIN THE CLAUSE: "DRAWN UNDER THE SUNWEST BANK OF ALBUQUERQUE, N.A. LETTER OF CREDIT NO. ANB0964 DATED April 4, 1986," AND THE AMOUNTS OF SUCH DRAFTS MUST BE ENDORSED ON THE REVERSE SIDE HEREOF, BY THE NEGOTIATING OR PAYING BANK.

SUNWEST BANK OF ALBUQUERQUE, N.A.

THIS CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 400.

  
AUTHORIZED SIGNATURE

  
AUTHORIZED SIGNATURE

100-096 (11/84 AL)

FILE COPY



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 2, 1986

Thronton Schwenk  
Boyle Engineering Corporation  
3939 San Pedro Drive, NE Suite D  
Albuquerque, New Mexico 87110

RE: VISTA DEL SOL MOBILE HOME PARK  
(N-10/D1) RECEIVED AUGUST 29, 1986

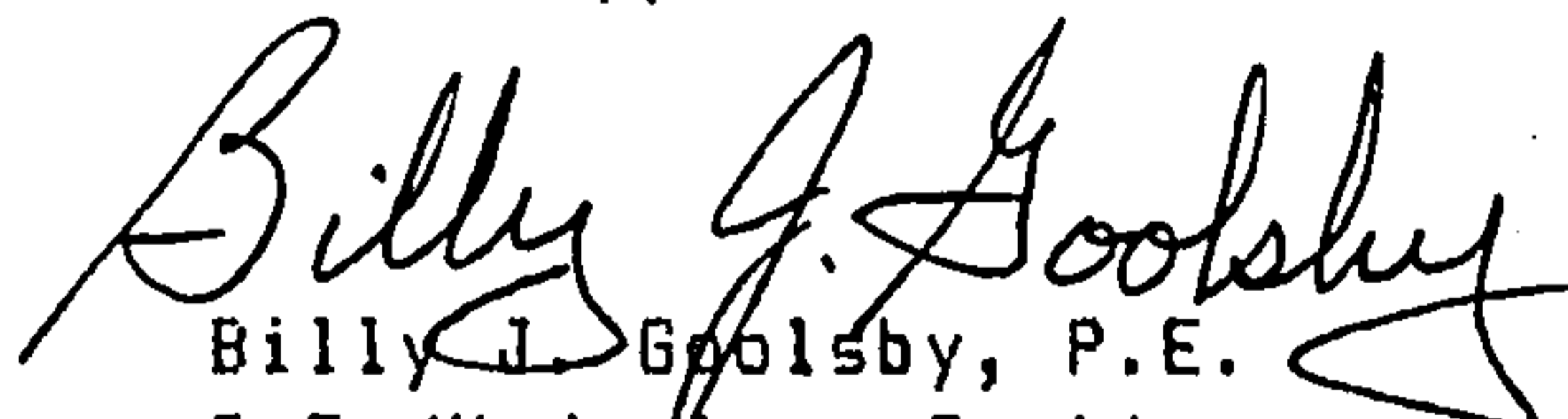
Dear Mr. Schwenk:

The above referenced submittal is hereby approved for building permit.

Please attach a copy of this approved, revised plan, dated August 28, 1986, to each set of building permit plans prior to sign-off by Hydrology.

Should you have any questions or comments, or if I can be of further assistance, please call me at 766-7644.

Cordially,

  
Billy J. Goolsby, P.E.  
C.E./Hydrology Section

BJG/bsj

PUBLIC WORKS DEPARTMENT

George E. Selvia, P.E.,  
Assistant Director Public Works

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

86118809

8173  
N10/D1

362

## EASEMENT

This grant of Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person,"

"husband and wife," "corporation of the State of X,"  
"partnership":] Garey H. Baker, Owner.

("Grantor"), whose address is  
4301 Blake Rd. SW, Albuquerque, NM 87105

and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:]

See attached "Exhibit A" in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a permanent easement with warranty covenants ("Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] a storm water drainage easement

The Easement is more particularly described in the attached Exhibit A15 [State on the exhibit either the metes and bounds description of the Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Easement on the ground.]

The grant of the Easement includes the right of the City to enter upon the Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Easement is not a gift or donation.

This Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Warranty. Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good

(Approved by Legal Dept.  
as to form only-6/1/86)

lawful right to convey the Property or any part thereof, that the Property is free from all encumbrances except encumbrances of record and taxes due and owing the Treasurer of Bernalillo County, and that the Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

4. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the land for the benefit of the City and its successors and assigns.

5. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Easement and the Property.

6. Form Not Changed. Grantor agrees that changes to the wording of this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

Approved:

By:

Title:

Dated:

STATE OF New Mexico )

COUNTY OF Bernalillo )

ss

GRANTOR

By:

By:

Its: Owner

Dated:

The foregoing instrument was acknowledged before me this 23rd day of July, 1986, by [name of person signing:] Garey H. Baker, [title or capacity, for instance, "President" or "Owner":] Owner of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] \_\_\_\_\_.

Terril L. Kennedy  
Notary Public

My Commission Expires:  
2-7-90

(Approved by Legal Dept.  
as to form only-6/1/86)

(EXHIBIT "A" ATTACHED)

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as "REDIVISION PLAT FOR JOHN HAMILTON, A MOBILE HOME PARK", situate within the S 1/2, NW 1/4 of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on December 14, 1972, in Volume B7, Folio 79, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 71° 56' 44" W, a distance of 4427.69 feet; thence

S 82° 42' 39" E, 401.75 feet to the northeast corner of this easement and of said Tract; thence

S 9° 49' 09" W, 25.02 feet along the City of Albuquerque Amole Del Norte Storm Diversion right-of-way, to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 402.03 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 27' 17" E, 25.04 feet to the point of beginning; containing

0.23065 acres, more or less.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1986 DEC -3 PM 2:01

*Ms 425A-362-365*  
DOLORES C. WALLER  
CLERK & RECORDER  
*[Signature]*

## E X H I B I T 8

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as "TRAILER PARK FOR H. H. HOOTON", situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on April 6, 1972, in Volume A3, Folio 161, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 70° 52' 49" W, a distance of 4034.00 feet; thence

S 82° 42' 39" E, 401.45 feet to the northeast corner of this easement and of said Tract; thence

S 10° 27' 17" W, 25.04 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 401.43 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 24' 50" E, 25.04 feet to the point of beginning; containing

0.23040 acres, more or less.

EXHIBIT "A"

The foregoing subdivision of a certain tract of land being identified as Tract One (1) and the Easterly Portion of Tract Two (2) and the Easterly Portion of Tract Three (3) situate within Section 3, T 9 N, R 2 E, N.M.P.M. lying South of and adjacent to Blake Road SW and West of 100' Road SW within the Atrisco Grant, Bernalillo County, New Mexico, and being more particularly described by metes and bounds as follows:

Beginning at a point being identical to the point of intersection of the South right-of-way line of Blake Road SW with the West Boundary of Section 3, T 9 N, R 2 E, N.M.P.M., whence the Southwest corner of Section 3, Township 9 North, Range 2 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, bears S 00° 03' 10" E, 3182.36 feet distance; thence,

S 82° 44' 44" E, 908.89 feet distance along the South right-of-way line of Blake Road SW to a point of curve; thence,

Southeasterly, 39.27 feet distance along the arc of a curve bearing to the right having a radius of 25.00 feet and a central angle of 90° 00' 30" to a point; thence,

S 07° 15' 43" W, 986.41 feet distance to a point of curve at the Southeast corner of the tract herein described; thence,

Southwesterly, 39.27 feet distance along the arc of a curve bearing to the right having a radius of 25.00 feet and a central angle of 89° 59' 42" to a point of tangency; thence,

N 82° 44' 35" W, 775.78 feet distance to the Southwest corner of the tract herein described, being a point on the Westerly Boundary of Section 3; thence,

N 00° 03' 10" W, 1044.82 feet distance along the Westerly Boundary of Section 3 to the place of beginning and containing 20.630 acres, more or less.

AND

That certain tract of land situated within the Atrisco Grant, in Bernalillo County, New Mexico, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the tract, a point on the North line of Blake Road (formerly Canada Ancha Road) from which corner the East quarter corner of Section 3, Township 9 North, Range 2 East, New Mexico Principal Meridian, as shown on the official plat of said Township approved July 8, 1881 by the United States General Land Office, bears S. 82° 22' E. a distance of 4,519.41 feet, and running-

thence N. 83° 9' W. a distance of 401.45 feet along the North line of Blake road to the Southwest corner of the tract; thence N. 9° 37' E. a distance of 1,086.37 feet along the boundary of land of unknown heirs of the Town of Atrisco Grant to the Northwest corner;

thence S. 83° 9' E. a distance of 401.45 feet along the boundary of land of unknown heirs of the Town of Atrisco Grant to the Northeast corner of the tract, a point on the West line of a 60-foot unnamed road;

thence S. 9° 37' W. a distance of 1,086.37 feet along the West line of an unnamed road to the Southeast corner of the tract and the place of beginning, containing 10 acres, more or less.

Being lands conveyed by Jose H. Baca to Coronimo S. Barboa and wife by deed recorded in Book D 477, Page 297, of the records of Bernalillo County.

AGREEMENT CONCERNING DRAINAGE FACILITY

\*\*\* This Agreement is entered into by and between the undersigned grantors (collectively "Grantor"), ROGER COX LIMITED PARTNERSHIP 1984-2, a New Mexico limited partnership ("Roger Cox"); and THE CITY OF ALBUQUERQUE, a municipal corporation (the "City"):

## RECITALS

A. Grantor is the owner of certain property described in Exhibit A attached hereto, which property is intersected by an arroyo. The presence of the arroyo makes development of a portion of Grantor's property more difficult and expensive. Grantor desires to reclaim this acreage and render it useful for development.

B. Roger Cox is required by the City to control runoff into the arroyo on Grantor's property in connection with development of Roger Cox's acreage adjoining the acreage of Grantor. Roger Cox believes that it would be mutually beneficial to construct a storm water drainage facility (the "Project") along the common border of Grantor's and Roger Cox's respective properties rather than modify the existing arroyo.

NOW, THEREFORE, the parties agree as follows:

1. Grantor by separate document will grant an easement to the City covering the property described in Exhibit B, to maintain a storm water drainage facility including necessary ingress and egress and other related items.

2. Roger Cox will construct the Project according to applicable specifications and requirements of the City and the State of New Mexico. Grantor will bear no expense of such construction, but will cooperate fully with Roger Cox to facilitate such construction.

3. The parties will join in and execute all documents necessary or appropriate in order to dedicate the Project to the City when construction is completed and the City has approved the Project.

4. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Dated: 7/23, 1986

ROGER COX LIMITED PARTNERSHIP  
1984-2

By [Signature]  
General Partner

GRANTOR:

John W. Black, General Partner

THE CITY OF ALBUQUERQUE

By Edmund G. Archuleta  
Edmund G. Archuleta  
Title: Director, Acting

The foregoing instrument was acknowledged before me this 29 day of September 1986, by Edmund G. Archuleta, Acting Director of The City of Albuquerque, Public Works Dept.

Rita M. Marquez  
NOTARY PUBLIC

OFFICIAL SEAL  
My Commission Expires: 12-19-87  
RITA M. MARQUEZ  
NOTARY PUBLIC - NEW MEXICO  
NOTARY SUBSCRIBED WITH SECRETARY OF STATE

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1198t 1986 DEC -3 PM 2:01  
Mr 425A 366-370  
GLORES C. WALLER  
CLERK & RECORDER

The foregoing instrument was acknowledged before me this 23rd day of July, 1986, by John W. Black, General Partner of (name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:

John W. Black and Associates, dba/Blake View Mobile Village, a Limited Partnership

Teri L. Kennedy  
NOTARY PUBLIC

My Commission Expires:

2-7-90

82 5778

WARRANTY DEED

Charles Davis, Mae Davis, Thomas G. Cornish, Marion W. Cornish, G. W. Hannett, Falba M. Hannett and G. S. Barboa, a married man dealing with his sole and separate property  
to John W. Black & Associates, a limited partnership,  
for consideration paid, grant

368

the following described real estate in Bernalillo County, New Mexico:

(See attached Exhibit "A")

SUBJECT to easements and restrictions of record and taxes for the year 1974 and thereafter and reservations of record.

with warranty covenants.  
WITNESS OUR hand and seal this 6th day of June, 1974

Charles Davis (Seal) Marion W. Cornish (Seal)  
Mae Davis (Seal) G. W. Hannett (Seal)  
Falba M. Hannett (Seal)  
Thomas G. Cornish (Seal) G. S. Barboa (Seal)  
STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 6th day of June, 1974, by Charles Davis, Mae Davis, Thomas G. Cornish, Marion W. Cornish, G. W. Hannett, Falba M. Hannett, and G. S. Barboa.  
My commission expires: December 6, 1977.  
Notary Public

FOR RECORDER'S USE ONLY  
STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD  
82 FEB -3 A9:38  
157A 142-1412  
DEPUTY

ACKNOWLEDGMENT FOR CORPORATION  
STATE OF NEW MEXICO  
COUNTY OF  
The foregoing instrument was acknowledged before me this day of 19 by (Name of Officer) of (Name of Corporation Acknowledging) corporation, on behalf of said corporation.  
(State of Incorporation)  
My commission expires: (Seal) Notary Public

## E X H I B I T "B"

## PERMANENT DRAINAGE EASEMENT

\*\*\*  
A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as Blake View Mobile Village, Unit Two, situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 9, 1979, in Volume C14, Folio 87, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 67° 41' 45" W, a distance of 3194.39 feet; thence

S 82° 54' 28" E, 154.59 feet to a point on the north line of this easement and of said Tract; thence

S 82° 42' 39" E, 257.00 feet to the northeast corner of this easement and of said Tract; thence

S 10° 02' 15" W, 25.03 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 411.54 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 9° 59' 27" E, 24.50 feet to the point of beginning; containing

0.23526 acres, more or less.

86118811

8/73

371

EASEMENT

This grant of Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person,"

"husband and wife," "corporation of the State of X,"

~~###~~ "partnership":] John W. Black and Associates, dba/Blake View Mobile Village  
A Limited Partnership ("Grantor"), whose address is  
P.O. Box 6508, Albuquerque, NM 87197

and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:]

See attached "Exhibit A" in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a permanent easement with warranty covenants ("Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] a storm water drainage easement

The Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Easement on the ground.]

The grant of the Easement includes the right of the City to enter upon the Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Easement is not a gift or donation.

This Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Warranty. Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good

(Approved by Legal Dept.  
as to form only-6/1/86)

2

lawful right to convey the Property or any part thereof, that the Property is free from all encumbrances except encumbrances of record and taxes due and owing the Treasurer of Bernalillo County, and that the Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

4. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the land for the benefit of the City and its successors and assigns.

5. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Easement and the Property.

6. Form Not Changed. Grantor agrees that changes to the wording of this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

GRANTOR:

Approved:

By:

Its: General Partner

Dated: July 23, 1986

By:

Title: CITY ENGINEER

Dated: 9/29/86

STATE OF New Mexico )

COUNTY OF Bernalillo )

ss

The foregoing instrument was acknowledged before me this 23rd day of July, 1986, by [name of person signing:] John W. Black

[title or capacity, for instance, "President" or "Owner":] General Partner of [name of the entity which owns the Property if other than the individual signing; for instance, the name of the corporation, partnership,

or joint venture:] John W. Black and Associates, dba/Blake View Mobile Village, a Limited Partnership

Terril L. Kennedy  
Notary Public

My Commission Expires:

2-7-90

(Approved by Legal Dept.  
as to form only-6/1/86)

(EXHIBIT "A" ATTACHED)

## EXHIBIT A

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as Blake View Mobile Village, Unit Two, situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on January 9, 1979, in Volume C14, Folio 87, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 67° 41' 45" W, a distance of 3194.39 feet; thence

S 82° 54' 28" E, 154.59 feet to a point on the north line of this easement and of said Tract; thence

S 82° 42' 39" E, 257.00 feet to the northeast corner of this easement and of said Tract; thence

S 10° 02' 15" W, 25.03 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 411.54 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 9° 59' 27" E, 24.50 feet to the point of beginning; containing

0.23526 acres, more or less.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED

1986 DEC -3 PM 2:01

*M. 425A-371-373*  
GOLDRES C. WALLER  
CLERK & RECORDER  
*[Signature]*

86118813

EASEMENT

8173  
379

379

This grant of Easement, between [state the name of the present real property owner exactly as shown on the real estate document conveying title to the present owner and state the legal status of the owner, for example, "single person," "husband and wife," "corporation of the State of X," "partnership":] First American Title Company of New Mexico, Trustee ("Grantor"), whose address is 2601 Louisiana Blvd., NE, Albuquerque, NM 87110 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P. O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Grantor signs this Easement.

1. Recital. Grantor is the owner of certain real property located at [give general description, for instance, subdivision, lot and block or street address:] See attached "Exhibit A" in Bernalillo County, New Mexico (the "Property").

2. Grant of Easement. The Grantor grants to the City a permanent easement with warranty covenants ("Easement") in, over, upon and across the Property for [state the kind of easement, for example, "public street and highway purposes (including all utilities)," "water line," "sewer line," etc.:] a storm water drainage easement

The Easement is more particularly described in the attached Exhibit A. [State on the exhibit either the metes and bounds description of the Easement or state the exact dimensions and location in a manner which would enable a surveyor to locate the Easement on the ground.]

The grant of the Easement includes the right of the City to enter upon the Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles if the City determines they interfere with the appropriate use of the Easement. This grant includes the right of access to the easement across the Grantor's adjoining property.

Grantor agrees for itself and its successors in interest that it has been paid in valuable consideration and that the grant of this Easement is not a gift or donation.

This Easement is worded pursuant to the provisions of §§47-1-27 to 47-1-44, NMSA 1978 or successor statutes.

3. Warranty. Grantor covenants and warrants that it is the owner in fee simple of the Property and that it has a good

(Approved by Legal Dept.  
as to form only-6/1/86)

lawful right to convey the Property or any part thereof, that the Property is free from all encumbrances except encumbrances of record and taxes due and owing the Treasurer of Bernalillo County, and that the Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

4. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the land for the benefit of the City and its successors and assigns.

5. Indemnification. As a part of the consideration for this grant, subject to the provisions of the New Mexico Tort Claims Act and all other applicable New Mexico laws, the City agrees to save Grantor harmless from any and all liability arising from the City's negligent use of the Easement for the purposes set forth herein. The City does not agree to save Grantor harmless from any liability which may arise from Grantor's use of the Easement and the Property.

6. Form Not Changed. Grantor agrees that changes to the wording of this form are not binding upon the City unless initialed by the Grantor and approved and signed by the City Legal Department in writing on this form.

CITY OF ALBUQUERQUE

Approved:

GRANTOR: First American Title Company of New Mexico, Trustee:

By: P. C. Templeton  
Its: President  
Dated: September 11, 1986

by Quitclaim Deed  
Willard, Chavez  
1st will conveyed  
their interest to  
First American,  
so all signature  
by First American  
is appropriate.  
per tele conv. with  
Houle 11/13/86

By: [Signature]  
Title: CITY ENGINEER  
Dated: 9/29/86

STATE OF New Mexico )  
COUNTY OF Bernalillo ) SS

The foregoing instrument was acknowledged before me this 11th day of September, 1986, by [name of person signing:] P. C. Templeton, [title or capacity, for instance, "President" or "Owner":] President of [name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:] First American Title Company of New Mexico, Trustee.

[Signature]  
Notary Public

My Commission Expires:  
2-7-90

(Approved by Legal Dept.  
as to form only-6/1/86)

(EXHIBIT "A" ATTACHED)

## EXHIBIT A

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N. R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, as described by Quitclaim Deed filed on December 16, 1983, in Book D200A, Pages 660-661 in the records of the Clerk of Bernalillo County, New Mexico, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 69° 35' 08" W, a distance of 3642.06 feet; thence

S 82° 42' 39" E, 401.40 feet to the northeast corner of this easement and of said Tract; thence

S 10° 24' 50" W, 25.04 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 401.24 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 02' 15" E, 25.03 feet to the point of beginning; containing

0.23032 acres, more or less.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED FOR RECORD

1986 DEC -3 PM 2:02

Ma 425A 379-382

DOLores C. WALLER  
CLERK & RECORDER

*[Signature]*



382

# The First National Bank in Albuquerque

Min L. Grant  
Vice President

February 28, 1986  
\*\*\*

Mr. P. C. Templeton  
First American Title Company  
Albuquerque, New Mexico

SUBJECT: Lands in Section 3, Township 9 North, Range 2 East,  
Atrisco Grant, Bernalillo County, New Mexico

Dear Mr. Templeton:

The First National Bank in Albuquerque as Trustee for Leo Chavez and Erlinda Chavez, through its Trust Advisory Committee, has today agreed to the "Agreement Concerning Drainage Canal," copy attached hereto, subject to the following;

1. The First National Bank in Albuquerque Trustee must be held harmless as to any claims or lawsuits arising out of the construction and subsequent use, authorized or unauthorized, of the canal.
2. The First National Bank in Albuquerque is acting solely in its capacity as Trustee for Leo Chavez and Erlinda Chavez and not for any other parties that may have an interest in the property described in Exhibit A attached to the Agreement.

Sincerely,

Min Grant

MG:ew

Enclosures

Post Office Box 1305 / Albuquerque, New Mexico 87103 / Telephone (505) 765-4193

New Mexico's Largest Home-Owned Independent Bank Member FDIC  
Serving New Mexico for More than 50 Years Convenient Locations Citywide

86118812

8/7/73

(3)

1st time

374

374

AGREEMENT CONCERNING DRAINAGE FACILITY

This Agreement is entered into by and between the undersigned grantors (collectively "Grantor"), ROGER COX LIMITED PARTNERSHIP 1984-2, a New Mexico limited partnership ("Roger Cox"); and THE CITY OF ALBUQUERQUE, a municipal corporation (the "City"):

RECITALS

A. Grantor is the owner of certain property described in Exhibit A attached hereto, which property is intersected by an arroyo. The presence of the arroyo makes development of a portion of Grantor's property more difficult and expensive. Grantor desires to reclaim this acreage and render it useful for development.

B. Roger Cox is required by the City to control runoff into the arroyo on Grantor's property in connection with development of Roger Cox's acreage adjoining the acreage of Grantor. Roger Cox believes that it would be mutually beneficial to construct a storm water drainage facility (the "Project") along the common border of Grantor's and Roger Cox's respective properties rather than modify the existing arroyo.

NOW, THEREFORE, the parties agree as follows:

1. Grantor by separate document will grant an easement to the City covering the property described in Exhibit B, to maintain a storm water drainage facility including necessary ingress and egress and other related items.

2. Roger Cox will construct the Project according to applicable specifications and requirements of the City and the State of New Mexico. Grantor will bear no expense of such construction, but will cooperate fully with Roger Cox to facilitate such construction.

3. The parties will join in and execute all documents necessary or appropriate in order to dedicate the Project to the City when construction is completed and the City has approved the Project.

1986 DEC -3 PM 2:02  
Ma 4259-374-378  
P6  
DOLORES C. WALLER  
CLERK & RECORDER  
-2-  
D. H. Brown

The foregoing instrument was acknowledged before me this 23rd day of July, 1986, by P. C. Templeton, President of (name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:  
First American Title Company of New Mexico,  
Trustee

Terri L. Kennedy  
 NOTARY PUBLIC

My Commission Expires:

2-7-90

The foregoing instrument was acknowledged before me this 23rd day of July, 1986, by Min L. Grant, Vice President of (name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:  
First National Bank in Albuquerque, Trustee  
for Leo and Erlinda Chavez

Terri L. Kennedy  
 NOTARY PUBLIC

My Commission Expires:

2-7-90

83 86352

# 660

QUITCLAIM DEED

WESTLAND DEVELOPMENT CO., INC., a New Mexico corporation;  
FRED ROBERT CHAVEZ, a married man dealing with his separate  
property; PRISCILLA M. CHAVEZ, a single woman; and FIRST  
NATIONAL BANK IN ALBUQUERQUE, Trustee of the Erlinda Chavez  
and Leo O. Chavez Trust created under the Trust Agreement dated  
July 27, 1976, Leo Chavez and Lenore P. Chavez, Grantors, for  
consideration paid, quitclaim to FIRST AMERICAN TITLE COMPANY  
OF NEW MEXICO, Trustee, whose address is 2601 Louisiana N.E.,  
Albuquerque, New Mexico, 87110, the following-described real  
estate in Bernalillo County, New Mexico:

That certain tract of land lying and being situate within  
the Town of Atrisco Grant and within Section 3, Township 9  
North, Range 2 East, New Mexico Principal Meridian,  
Bernalillo County, New Mexico, more particularly described  
as follows:

BEGINNING at the Southwest corner of the tract herein  
described, a point on the Easterly right of way line of an  
unnamed Public Road, whence the Northwest corner of said  
Section 3 (a 1" iron pipe in concrete set by Whiteman  
Engineering) bears N 42° 49' 00" W, 1554.05 feet distant;  
Thence,

N 10° 02' 15" E, 128.28 feet along said Easterly right  
of way line to the Northwest corner of  
the tract herein described, a found  
1/2" iron pipe in place; Thence,

S 82° 44' 54" E, 401.40 feet to the Northeast corner of  
the tract herein described, a found  
1/2" iron pipe in place; Thence,

S 10° 24' 50" W, 128.16 feet to the Southeast corner of  
the tract herein described; Thence,

N 82° 46' 19" W, 400.57 feet to the Southwest corner and  
point of beginning of the tract herein  
described.

Said tract contains 1.1787 acres, more or less.

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N. R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, as described by Quitclaim Deed filed on December 16, 1983, in Book D200A, Pages 660-661 in the records of the Clerk of Bernalillo County, New Mexico, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 69° 35' 08" W, a distance of 3642.06 feet; thence

S 82° 42' 39" E, 401.40 feet to the northeast corner of this easement and of said Tract; thence

S 10° 24' 50" W, 25.04 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 401.24 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 02' 15" E, 25.03 feet to the point of beginning; containing

0.23032 acres, more or less.

86118808

8173

352

AGREEMENT CONCERNING DRAINAGE FACILITY

\*\*\* This Agreement is entered into by and between the undersigned grantors (collectively "Grantor"), ROGER COX LIMITED PARTNERSHIP 1984-2, a New Mexico limited partnership ("Roger Cox"); and THE CITY OF ALBUQUERQUE, a municipal corporation (the "City"):

RECITALS

A. Grantor is the owner of certain property described in Exhibit A attached hereto, which property is intersected by an arroyo. The presence of the arroyo makes development of a portion of Grantor's property more difficult and expensive. Grantor desires to reclaim this acreage and render it useful for development.

B. Roger Cox is required by the City to control runoff into the arroyo on Grantor's property in connection with development of Roger Cox's acreage adjoining the acreage of Grantor. Roger Cox believes that it would be mutually beneficial to construct a storm water drainage facility (the "Project") along the common border of Grantor's and Roger Cox's respective properties rather than modify the existing arroyo.

NOW, THEREFORE, the parties agree as follows:

1. Grantor by separate document will grant an easement to the City covering the property described in Exhibit B & C to maintain a storm water drainage facility including necessary ingress and egress and other related items.

2. Roger Cox will construct the Project according to applicable specifications and requirements of the City and the State of New Mexico. Grantor will bear no expense of such construction, but will cooperate fully with Roger Cox to facilitate such construction.

3. The parties will join in and execute all documents necessary or appropriate in order to dedicate the Project to the City when construction is completed and the City has approved the Project.

4. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Dated: 7/23, 1986

ROGER COX LIMITED PARTNERSHIP  
1984-2

By

[Signature]  
General Partner

GRANTOR:

[Signature]  
OWNER

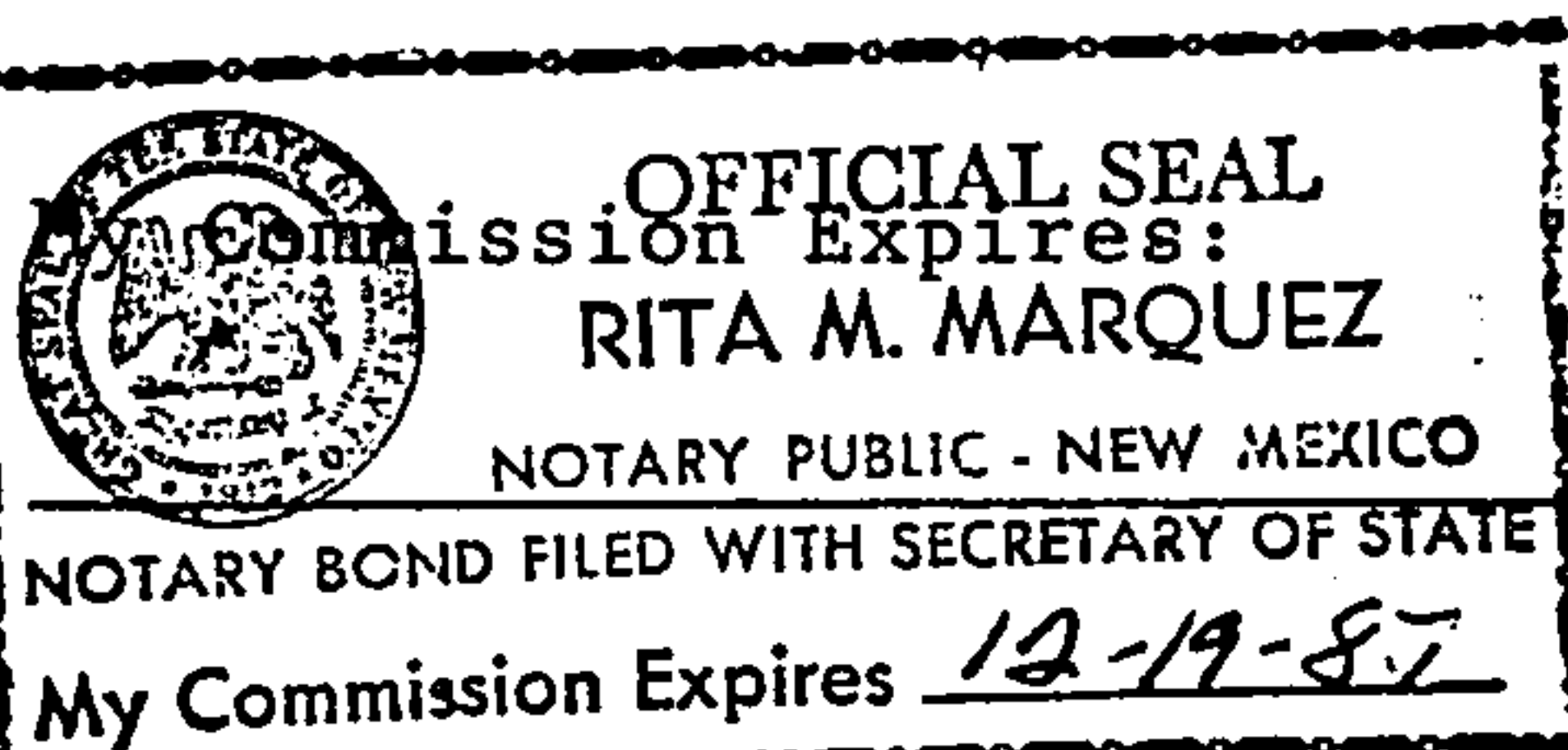
THE CITY OF ALBUQUERQUE

By

[Signature]  
Edmund G. Archuleta  
Title: Director, Acting

The foregoing instrument was acknowledged before me this 29 day of September 1986, by Edmund G. Archuleta, Acting Director of The City of Albuquerque, Public Works Dept.

[Signature]  
NOTARY PUBLIC



STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
FILED

1198: 1986 DEC -3 PM 2:01

Ms 425A-352-361  
DOLORES C. WALLER  
CLERK & RECORDER  
[Signature]

The foregoing instrument was acknowledged before me this 23rd day of July 1986, by Garey H. Baker, Owner of (name of the entity which owns the Property if other than the individual signing, for instance, the name of the corporation, partnership, or joint venture:

[Signature]  
NOTARY PUBLIC

My Commission Expires:

2-7-90

Exhibit A

354

Return To: First American Title Co. GF#23,732-H  
REAL ESTATE CONTRACT FORM 103 (REVISED 7-78)

This form does not contain disclosures required by Federal Reserve Regulation Z and Consumer Credit Protection Act "Truth in Lending". Use this form only in conjunction with a note or other similar instrument meeting the required disclosures, or for transactions exempt from said act.

77 81177

December

THIS CONTRACT, made in

HERBERT HILMAN HOOTEN and MARQUE W. HOOTEN, his wife  
904

parties

of the first part hereinafter called the Owner, and

GAREY H. BAKER and MARY BAKER, his wife

whose address is

113 Vassar S. E., Albuquerque, New Mexico 87106

parties

of the second part hereinafter called the Purchaser.

WITNESSETH:

1. That the said Owner, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agrees to sell and convey unto the said Purchaser the following real estate situate, lying and being in the County of

Bernalillo

A certain tract of land situate in the Town of Atrisco Grant, Bernalillo County, New Mexico, being located in School District Number 28, and which is more particularly described as follows: BEGINNING at the southeast corner of the tract, a point on the North line of Blake Road (formerly Canada Ancha Road) from which corner the East one-quarter corner of Section 3, T. 9 N., R. 2 E., N.M.P.M., as shown on the Bernalillo County Survey Sheets, bears S. 82° 11' E., a distance of 3,656.6 feet, and running thence, N. 83° 09' W., a distance of 401.45 feet along the North line of Blake Road to the Southwest corner; thence, N. 09° 37' E., a distance of 1,086.37 feet along the boundary of land of Jesus Aragon to the northwest corner of the tract; thence, S. 83° 09' E., a distance of 401.45 feet along the boundary of land of unknown Heirs of the Town of Atrisco Grant to the northeast corner, thence, S. 09° 37' W., a distance of 1,086.37 feet along the boundary of land of Salvador Saliz to the southeast corner of the tract and the place of beginning, containing 10.00 acres, more or less.

Said land is shown and designated as "Trailer Park for H. H. Hooten", as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on April 6, 1972.

Subject to reservations, restrictions and easements of record and to taxes for the year 1978 and years thereafter, upon full performance of the conditions, covenants and agreements to be performed by the said Purchaser, to make, execute and deliver to said Purchaser, a good and sufficient warranty deed for the above real estate.

3. In consideration of the premises, the said Purchaser agrees to buy said real estate and to pay said Owner therefor the sum of One Hundred Ninety Thousand and no/100 - - - - - Dollars (\$190,000.00) lawful money of the United States of America, which sum is to be paid as follows, to-wit: Forty Five Thousand and no/100 - - - - - Dollars (\$45,000.00), cash in hand paid, the receipt of which is hereby acknowledged, and the balance of \$145,000.00 shall be payable as follows, to-wit:

\$145,000.00 to be paid by the execution of this Real Estate Contract which Purchasers agree to pay in monthly installments of \$1,500.00 each, or more at their option, including interest from January 1, 1978 on the unpaid principal balance at the rate of 8% per annum, the first payment shall be due February 10th, 1978, and on the 10th day of each and every month thereafter until this Contract shall be paid in full.

Purchasers further agree to remit all payments due hereunder to the Escrow Agent hereinafter named.

If not otherwise specified the above mentioned payments shall continue until the full purchase price and interest on deferred payments shall have been fully paid. All of said unpaid balance of the purchase price shall bear interest at the rate of eight per centum (8%) per annum from date, payable as above.

Further, it is agreed that if this Real Estate Contract is placed by the Owner in the hands of an attorney upon default by the Purchaser in the payment of any monies due hereunder for the purpose of mailing of written demand, pursuant to the termination provision of Paragraph 8 hereof, the Purchaser shall pay, in addition to the payment of all other sums required hereunder, the sum of \$1,000.00 to cover the costs, expenses, and fees involved in such action.

4. Said Purchaser agrees to keep the buildings upon said real estate insured against the hazards covered by fire and extended coverage insurance in an insurance company satisfactory to said Owner in the sum of \$10,000.00 for the benefit of said Owner as his interest may appear, and deliver said insurance policy to said Owner.

5. Said Owner undertakes and agrees to pay all taxes up to and including last full year 1977, together with all other taxes and charges to and against said real estate, except as herein stated, and said Purchaser agrees to assume said real estate taxes and charges to and against said real estate from and after the date of recording of this contract, and to pay the same when due.

905

6. Said Purchaser undertakes and agrees to assume any paying lien now assessed against said property and agrees to pay all installments of principal and interest thereon from and after date hereof.

7. Should the said Purchaser fail to keep the said buildings insured, so to assess said property, so to pay said taxes and assessments; so to make said street improvements or so to pay said paying installments, the said Owner shall have the right to assess the buildings, assess the property, pay the taxes and pay the paying lien installments with whatever costs and legal percentages there may be added thereto, and any amount so paid, with interest at eight per cent per annum from date of payment until repaid shall be included in the unpaid balance of this contract and shall be repaid by the said Purchaser.

8. It is mutually agreed that time is the essence of this contract. Should the Purchaser fail to make any of the said payments at the respective times herein specified, or fail or refuse to repay any sums advanced by the Owner under the provisions of the foregoing paragraph, or fail or refuse to pay said taxes, assessments or other charges against said real estate and continue in default for **SIXTY (60) DAYS** after written demand for such payments, or payment of taxes or payment of assessments or other charges against said real estate, or repayment of sums advanced under provisions of the foregoing paragraph has been mailed to the Purchaser addressed to **them** at **113. Vassar St. E. Albuquerque, N.M. 87106**

then the Owner may, at his option, either declare the whole amount remaining unpaid to be then due, and proceed to enforce the payment of the same; or he may terminate this contract and retain all sums theretofore paid hereunder as rental to that date for the use of said premises, and all rights of the Purchaser in the premises herein described shall thereupon cease and terminate and

the said premises shall thereafter be deemed a tenant holding over after the expiration of **thirty (30)** term without permission. An affidavit made by said Owner or his agent showing such default and forfeiture and recorded in the County Clerk's office shall be conclusive proof, in favor of any subsequent bona fide purchaser or encumbrancer for value, of such default and forfeiture; and the Purchaser hereby irrevocably authorizes the Owner or his agent to thus declare and record such default and forfeiture, and agrees to be bound by such declarations as **their** free act and deed.

9. Said Purchaser shall be entitled to take possession of said real estate and retain possession thereof until this contract shall be terminated by the exercise by the Owner of the option above provided, or until the delivery by the hereinafter named escrow agent back to the Owner of all the papers held in escrow herewith, but the legal title to said real estate shall remain in said Owner until this contract has been fully performed upon the part of the Purchaser and deed executed and delivered as hereinbefore specified.

10. It is understood and agreed upon the completion of all the stipulations and agreements herein contained, said Owner will, at the time of delivery of Warranty Deed, also deliver to said Purchaser, abstract of title or title insurance, showing said real estate to be of good and merchantable title on the date of the delivery of the Warranty Deed. It is further understood and agreed, however, that in the event the said Purchaser should cause any entries to be made upon the County Records which would affect the title to the above-described land and which would put the Owner to an extra expense in having his title abstracted or insured, then the said Purchaser shall pay to said Owner any and all sums of said extra expense.

11. It is further understood and agreed that no assignment of this contract shall be valid unless the same be endorsed hereon and countersigned by the Owner.

12. It is mutually understood and agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, respectively, of the parties to this contract.

13. It is understood and agreed that, concurrent herewith, the Owner has executed a good and sufficient warranty deed conveying the above-described premises to the Purchaser, which said deed, together with a copy hereof, shall be placed in escrow with

**Plaza Del Sol National Bank** who is hereby designated and appointed Escrow Agent, to be delivered by the Escrow Agent to the Purchaser upon full compliance on his part with all the conditions of this contract. In consideration of that fact the said Purchaser executes, concurrent herewith, a special warranty deed removing the above described premises to the Owner, which said special warranty deed shall also be placed in escrow herewith to be delivered by the Escrow Agent to the Owner in the event that the said Purchaser defaults as hereinabove set forth, and remains in default for a period of **sixty (60)** days after written demand for payment as provided for in Paragraph 8.

14. For the purpose of carrying out the terms of this contract, the following letter is directed to the Escrow Agent, to wit:

### ESCROW LETTER

**Plaza Del Sol National Bank, 600 - 2nd Street N.W.**

To **Albuquerque**, New Mexico

In re the sale under contract by **Herbert Hillman Hooton and Jacque W. Hooton, his wife**

to **Garey H. Baker and Mary Baker, his wife**  
of the property hereinabove described, we hand you herewith the following papers to be placed in escrow, to wit:

1. Original copy of this Real Estate Contract
2. Warranty Deed
3. Special Warranty Deed

We also hereby appoint you Escrow Agent hereunder, and direct you as such Escrow Agent to collect the payments provided for in the above contract and place the money so collected to the credit of **the Owners**

Upon full compliance with the terms of said contract on the part of the Purchaser, you are directed to deliver all the above mentioned papers to said Purchaser. In the event that the said Purchaser should default as set forth in the foregoing contract, and so remain in default for a period of **sixty (60)** days after written demand for payment as provided for in Paragraph 8 of the foregoing contract, you are directed to deliver all the above mentioned papers to said Owner.

Further, the Escrow Agent is hereby instructed by the parties hereto that after each and every written demand is mailed to the Purchaser, pursuant to Paragraphs 8 and 9, and a copy hereof is furnished to the Escrow Agent and to the Owners, the full amount of the sums due hereunder, as specified in each written demand, including the said additional sums.

**Title Insurance is being issued to Purchasers at this time, in conjunction with the execution of this Real Estate Contract, and Owners shall be put to no further expense for proof of title, contrary to Paragraph 10 above.**

IN WITNESS WHEREOF the said parties have hereunto signed and sealed this contract in their own proper hands on the day and year first above written

S. M.  
We hereby accept the appointment and designation of Escrow Agent herein and acknowledge receipt of the above mentioned papers.

*Herbert Hillman Hooton*  
*Jacque W. Hooton*  
*Garey H. Baker*  
*Mary Baker*

THE REPRODUCTION OF THIS DOCUMENT  
CANNOT BE IMPROVED DUE TO THE  
CONDITION OF THE ORIGINAL

STATE OF NEW MEXICO  
COUNTY OF Bernalillo

906

The foregoing instrument was acknowledged before me this 29th day of December, 1977,  
by Herbert Hillman Hooton and Jessie W. Hooton, his wife  
(Name or Names of Person or Persons Acknowledging)

My commission expires: 3-28-80  
(SEAL)

*Dorothy J. Hunter*  
Notary Public

STATE OF NEW MEXICO  
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 29th day of December, 1977,  
by Gary H. Baker and Mary Baker, his wife  
(Name or Names of Person or Persons Acknowledging)

My commission expires: 3-28-80  
(SEAL)

*Dorothy J. Hunter*  
Notary Public

ASSIGNMENT

For value Received I We do hereby grant, set over and assign unto  
all my our right, title and interest in and to the foregoing contract and in and to the property therein described.  
WITNESS MY OUR HAND AND SEAL the day and year last above written. (SEAL)

STATE OF NEW MEXICO  
COUNTY OF

The foregoing instrument was acknowledged before me this day of 19  
by  
(Name or Names of Person or Persons Acknowledging)

My commission expires:  
(SEAL)

Notary Public

ASSIGNEE'S ACCEPTANCE

The undersigned Assignee named in the above assignment of the foregoing contract hereby approve and accept the  
same and agree to be bound by all the terms, covenants, and conditions thereof.  
WITNESS MY OUR HAND AND SEAL the day and year last above written. (SEAL)

Assignee's address for notices and demands: (SEAL)

STATE OF NEW MEXICO  
COUNTY OF

The foregoing instrument was acknowledged before me this day of 19  
by  
(Name or Names of Person or Persons Acknowledging)

My commission expires:  
(SEAL)

Notary Public

OWNER'S CONSENT

I We the undersigned, Owner of the property described in the foregoing contract, hereby consent to the foregoing  
Assignment and agree to mail a copy of any notice of default and/or demand for payments, or payment of taxes, assessments, or other  
charges, or repayment of any sums advanced by the Owner, which I we may cause to be sent to the Purchaser under the terms of the  
said Real Estate Contract, to the said Assignee at Assignee's address for notices and demands as set forth above.  
WITNESS MY OUR HAND AND SEAL the day and year last above written. (SEAL)

STATE OF NEW MEXICO  
COUNTY OF

The foregoing instrument was acknowledged before me this day of 19  
by  
(Name or Names of Person or Persons Acknowledging)

My commission expires:  
(SEAL)

Notary Public



Exhibit A

358

84 190

WARRANTY DEED

852

BEN J. RUIZ and MARGARET J. RUIZ, husband and wife  
for consideration paid, grant

to KODOL INVESTMENTS, a general partnership

whose address is 3530 Wyoming Blvd. NE., Albuquerque, New Mexico

Bernalillo

County, New Mexico

the following described real estate in

See Attached Exhibit "A"

with warranty of title 30th day of December 1983

Witness Ben J. Ruiz Margaret J. Ruiz (Seal)

AC. OVELEDMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }  
COUNTY of Bernalillo }  
The foregoing instrument was acknowledged before me this 30th day of December 1983  
by Ben J. Ruiz and Margaret J. Ruiz, husband and wife  
My commission expires 6-18-84  
Mey & Meli  
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }  
COUNTY OF }  
The foregoing instrument was acknowledged before me this 30th day of December 1983  
by }  
(Name of Officer) of }  
(Name of Corporation Acknowledged) }  
(Title of Officer) }  
My commission expires }  
(Seal) }  
(Name of Officer) }  
(Name of Corporation Acknowledged) }

NOTARY PUBLIC  
STATE OF NEW MEXICO  
COMMISSION EXPIRES 6-18-84

84-190-3 P12:16  
23014 852-253  
BEN J. RUIZ  
MARGARET J. RUIZ

Redivision Plat for John Hamilton, a Mobile Home Park, filed December 14, 1972, in the office of the County Clerk of Bernalillo County, New Mexico, being further described as follows:

A parcel of land in School District No. 28, Bernalillo County, New Mexico, situate in Section 3, Township 9 North, Range 2 East, N.M.P.M., within the Town of Atrisco Grant and more particularly described as follows:

BEGINNING at the Southwest corner, a point on the Northerly line of Blake Road SW, whence the point of intersection of the Northerly property line of Blake Road SW with the Westerly property line of Coors Boulevard SW a point on curve opposite Centerline Station 504+38.4 on the centerline survey of said Boulevard, (New Mexico Project FAS 22-1), bears S. 80 deg. 59' E., 2783.01 feet distant; running from said beginning point,

N. 10 deg 08' 20" E., 1086.30 feet to the Northwest corner; thence

S. 83 deg 03' E., 401.75 feet to the Northeast corner; thence

S. 9 deg 09' 40" W., 1084.97 feet to the Southeast corner; thence

N. 83 deg. 00' 50" W., along said Northerly line of Blake Road SW, 420.30

feet to the point of beginning; containing 10.236 acres, more or less.

EXCEPTING THEREFROM that portion conveyed to the City of Albuquerque by Warranty Deed recorded February 11, 1981, as Document No. 81-7410 in Book D137-A, page 201, records Bernalillo County, New Mexico.

SUBJECT TO reservations, restrictions and easements of record and taxes for the current and subsequent years.

SUBJECT TO a Real Estate Contract between John Hamilton and Genevieve R. Hamilton, husband and wife, and Garry L. Tomperlin and Cheryl K. Tomperlin, husband and wife, as Owners and Charlie G. Rodriguez and Rose Marie A. Rodriguez, husband and wife, as Purchasers, dated April 23, 1975, recorded in Book Misc. 365, page 114, records Bernalillo County, New Mexico.

SUBJECT TO a Real Estate Contract between Charlie G. Rodriguez and Rose Marie A. Rodriguez, husband and wife, as Owners and Benjamin C. Platt and Martha J. Platt, husband and wife, as Purchasers, dated January 16, 1978, recorded in Book Misc. 584, page 38, records Bernalillo County, New Mexico.

SUBJECT TO a Real Estate Contract between Ben J. Ruiz and Margaret J. Ruiz, husband and wife, as Owners and Garey H. Baker and Mary Esther Baker, husband and wife, as Purchasers, dated April 15, 1982, filed April 16, 1982, recorded in Book Misc. 924, page 214, records Bernalillo County, New Mexico.

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as "REDIVISION PLAT FOR JOHN HAMILTON, A MOBILE HOME PARK", situate within the S 1/2, NW 1/4 of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on December 14, 1972, in Volume B7, Folio 79, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 71° 56' 44" W, a distance of 4427.69 feet; thence

S 82° 42' 39" E, 401.75 feet to the northeast corner of this easement and of said Tract; thence

S 9° 49' 09" W, 25.02 feet along the City of Albuquerque Amole Del Norte Storm Diversion right-of-way, to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 402.03 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 27' 17" E, 25.04 feet to the point of beginning; containing

0.23065 acres, more or less.

## E X H I B I T C

## PERMANENT DRAINAGE EASEMENT

A 25-ft wide permanent drainage easement, lying within that certain Tract of land described as "TRAILER PARK FOR H. H. HOOTON", situate within the S 1/2, NW 1/4, of the projected Section 3, T 9 N, R 2 E, N.M.P.M., within the Town of Atrisco Grant, Bernalillo County, New Mexico, and recorded in the office of the County Clerk of Bernalillo County, New Mexico, on April 6, 1972, in Volume A3, Folio 161, said easement being more particularly described by metes and bounds as follows:

Beginning at the northwest corner of aforementioned Tract and of this easement; whence, for a tie, a brass cap marking Albuquerque City Monument "TRANS" bears N 70° 52' 49" W, a distance of 4034.00 feet; thence

S 82° 42' 39" E, 401.45 feet to the northeast corner of this easement and of said Tract; thence

S 10° 27' 17" W, 25.04 feet to the southeast corner of this easement and on the east line of said Tract; thence

N 82° 42' 39" W, 401.43 feet to the southwest corner of this easement and on the west line of said Tract; thence

N 10° 24' 50" E, 25.04 feet to the point of beginning; containing

0.23040 acres, more or less.



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 2, 1986

Thronton Schwenk  
Boyle Engineering Corporation  
3939 San Pedro Drive, NE Suite D  
Albuquerque, New Mexico 87110

RE: VISTA DEL SOL MOBILE HOME PARK  
(N-10/D1) RECEIVED AUGUST 29, 1986

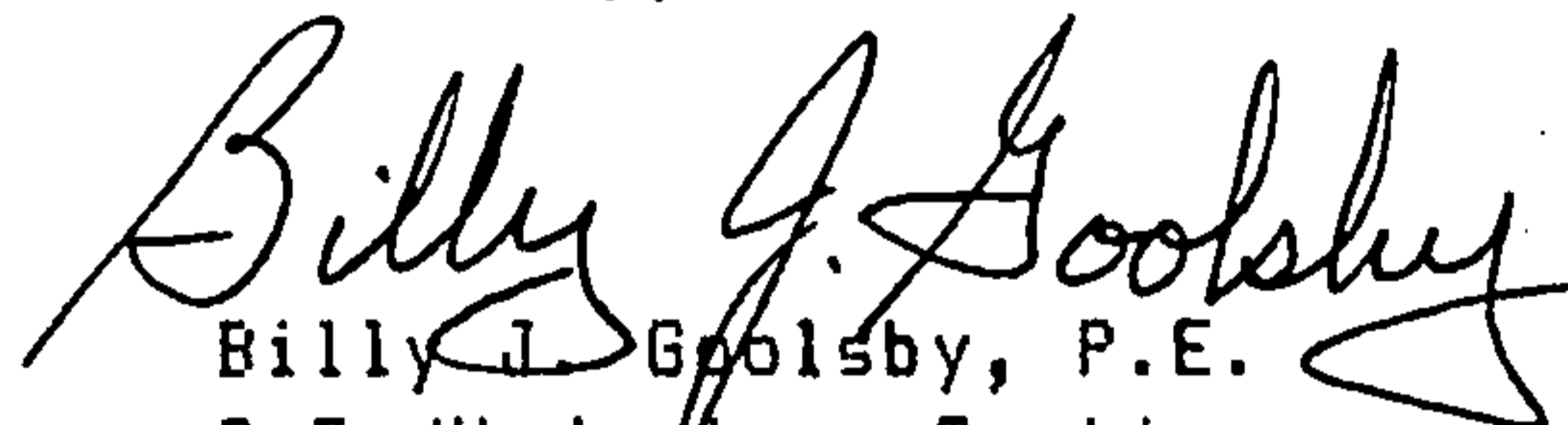
Dear Mr. Schwenk:

The above referenced submittal is hereby approved for building permit.

Please attach a copy of this approved, revised plan, dated August 28, 1986, to each set of building permit plans prior to sign-off by Hydrology.

Should you have any questions or comments, or if I can be of further assistance, please call me at 766-7644.

Cordially,

  
Billy J. Goolsby, P.E.  
C.E./Hydrology Section

BJG/bsj

PUBLIC WORKS DEPARTMENT

George E. Selvia, P.E.,  
Assistant Director Public Works

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

May 28, 1985

Mr. Raymond W. Macy  
Boyle Engineering Corp.  
3939 San Pedro NE, Suite D  
Albuquerque, N.M. 87110

RE: CONCEPTUAL DRAINAGE PLAN FOR VISTA DEL SOL (N10/D1)  
RECEIVED APRIL 16, 1985

Dear Mr. Macy:

I have reviewed the referenced plan and forward the following comments:

1. Require a drainage report for the site to obtain site development plan sign-off. The report must address downstream capacity and the infrastructures which are necessary for this development.
2. The present report does not give enough detail on the following:
  - a. How off-site flows will be handled. The capacity of the downstream capacity.
  - b. Require more information for the site such as grading plan, top of curb elevation, channel details.
  - c. Show where the basins are located that are mention in the report.

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

Mr. Raymond W. Macy

May 28, 1985


Page -2-

d. Why is the allowable outflow, the 5 year runoff rate for the detention basins? Downstreams capacity should govern. What can be discharged from the site.

3. Please review the DRB and EPC comments for more information.

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

Sincerely,

  
Carlos A. Montoya  
City/County Flood Plain Admin.

CAM/cl



# *City of Albuquerque*

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

November 5, 1984

Mr. Gary Tibljas, PE  
Denney-Gross & Associates, Inc.  
2400 Comanche Road NE  
Albuquerque, NM 87107

REF: CONCEPTUAL STORMWATER MANAGEMENT PLAN FOR CASA DEL SUENO & CASE DE VER  
(N10-D1) RECEIVED OCTOBER 2, 1984

Dear Gary:

I have reviewed the above referenced submittal and forward the following comments:

1. The proposed drainage scheme for Basins A & B is acceptable, with an appropriately approved outfall structure into the Gianinni Pit. However, please be advised that it has been brought to my attention that the Parks Department is very concerned about the use of the park area for detention ponding. Please coordinate this matter with Parks.
2. The drainage scheme for Basin C will need to be updated to analyze the downstream capacity per Section 12G of the City's Drainage Ordinance.

The utilization of the public R/W to detain runoff from this development is not acceptable and therefore the detention must be provided on-site.

The use of Public R/W to satisfy the ponding requirement for a development (unless specifically identified for that purpose) is not an acceptable drainage design option.

3. Per previous DRB comments and the DPM, paved access is required and subsequently City approved street grades. Therefore, it is also necessary to address the drainage associated with street improvement and how it will be handled during the interim.

**MUNICIPAL DEVELOPMENT DEPARTMENT**

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

ENGINEERING DIVISION


Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER

4. Interfacing between the proposed development finished grade and the construction grading for the AMOLE Drainage Channel will need to be coordinated.

Should you have any questions or comments, please contact Fred Aguirre or me at 766-7644.

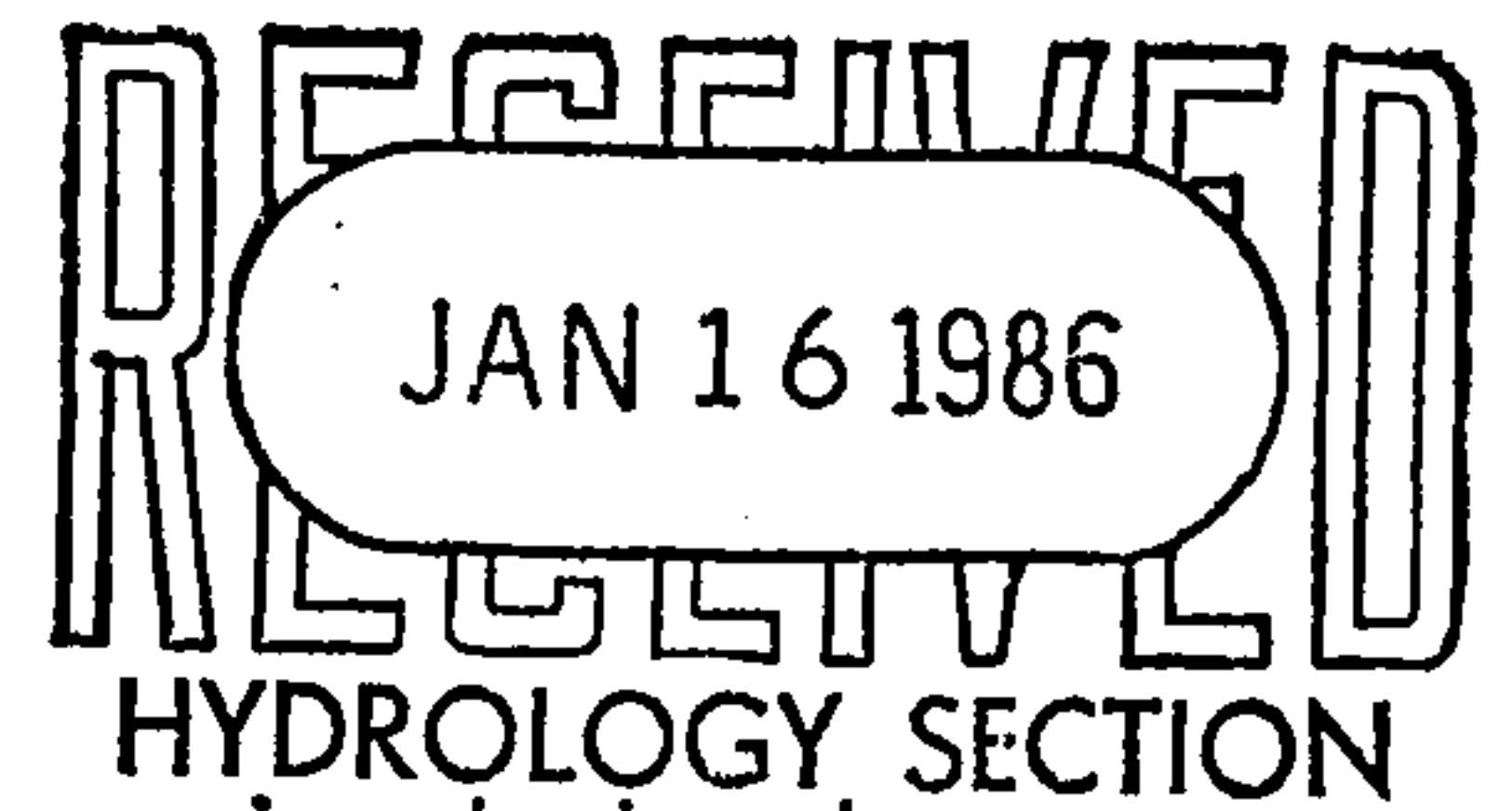
Sincerely yours,

  
Billy J. Goolsby, PE  
Civil Engineer/Hydrology

BJG:mrk

Figure 11

EXHIBIT "D"  
to Subdivision Improvements Agreement  
D.R.B. REQUIRED INFRASTRUCTURE LISTING  
for Vista Del Sol Mobile Home Park  
Lands of Roger Cox



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

ITEM	SIZE	TYPE OF IMPROVEMENT	LOCATION	FROM	TO
1.	16"	Master-planned Water Line	Southward along Section line in new 20' easement	End of exist. 10" line in Camino San Martin	NW Corner SEC 3, T9N, R2E
2.	8"	Water Line extension	Eastward inside N. property line in new 20' easement	NW Corner SEC3, T9N, R2E	Meter box at E. R.O.W. line Unser (proposed)
*3.	8"	Pressure Reducing Valve	Upstream side of Master water meter	At NW Property Corner	
added from 12-31-85 *4.	3" (Max.)	Surge Pressure Relief Valve	Upstream side of Master water meter	At NW Property Corner	
*5.	8"	Sanitary Sewer	Southward in W. 20' of Amole Del Norte (City) R.O.W.	S.E. Corner M.H.P. Property	Blake Rd.
6.	12"	Sanitary Sewer	Blake Rd.	Crossing of Amole Del Norte (Coors Rd.)	48" Interceptor (Coors Rd.)
7.	10'	1000-ft Drainage Channel	Southeasterly thru property in new 30' easement	W. Property line (SEC 3)	S. Prop. line 430' W / Wendell
*8.	10'	1530-ft Drainage Channel	Along S. Prop. line in new 25' easement (1000' N. Blake Rd)	430' W. of Wendell Rd.	W. R.O.W. Amole Del Norte
9.	2.1 Ac-ft	Temporary Storm Water Detention Basin	Excess City R.O.W. west of Amole Del Norte channel	SW Prop. Cor.	Blake Rd.
10.	7.5 Ac-ft	Temporary Storm Water Detention Basin	Temporary Use of 140' City ROW until channel const. begins	Blake Rd.	1400' N. of Blake
11.	4'	440-ft Concrete Sidewalk	N. side Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
12.	STD	440-ft Curb & Gutter	N. side Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
13.	24'	440' Paving: Collector City Std. (P-4)	Blake Rd.	SE Prop. Cor. at Blake R.O.W.	SW Property Cor.
14.	24'	600' Paving City Std. (P-2)	Blake Rd.	End of Exist. pavement	SE Property Cor. at Blake R.O.W.
15.	24'	1100' Paving City Std (P-2)	Wendell Rd. (North leg)	Blake Rd.	S. Prop. line

\* Final requirement for this item to be determined by DRC.

\* Contingent upon approval by the City Engineer  
To be acquired by the developer prior to work order (i.e., the Drainage Basin).

Prepared by: Thornton D. Schwenk, P.E. 4739

Print Name Thornton D. Schwenk

Firm Boyle Engineering Corporation

Page 1 of 1

\*\*\*\*\*

Development Review Board Member Approvals

Robert A. Fernandez 1-14-86 Traffic Date  
Jon E. Entegrand 1-14-86 WRD Date  
Mart. Saldaña 1-14-86 Parks & Rec. Date

DRB Chairman Date

City Engineer/MAFCA Date



# City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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

October 3, 1985

Mr. Thornton Schwenk  
Boyle Engineering Corporation  
3939 San Pedro NE, Suite D  
Albuquerque, NM 87110


REF: CONCEPTUAL DRAINAGE REPORT FOR VISTA DEL SOL MOBILE HOME PARK (N10-D1)  
RECEIVED AUGUST 12, 1985

Dear Mr. Schwenk:

I have reviewed the above referenced submittal and hereby give conceptual approval. However, prior to Site Development Plan sign-off at DRB the necessity for other required infrastructure improvements will need to be established. If other departments have requirements, then a detailed drainage report and an approved infrastructure listing will be required for sign-off. If the other departments do not have any specific requirements for infrastructure improvements, then the drainage improvements may be deferred to the building permit process.

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

Cordially,

  
Billy J. Goolsby  
CE/Design Hydrology

BJM/cl

MUNICIPAL DEVELOPMENT DEPARTMENT

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

ENGINEERING DIVISION

Telephone (505) 766-7467

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