### **DRAINAGE REPORT**

for

### Spectrum Assisted Living Facility

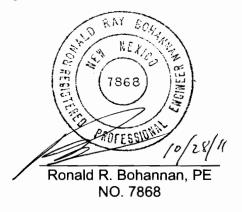
### Golf Course Road & McMahon Boulevard N.W. Albuquerque, New Mexico

Prepared by:

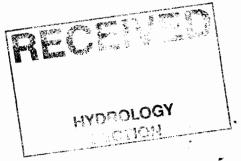
Tierra West, LLC 5571 Midway Park Place NE Albuquerque, New Mexico 87109

October 28, 2011

I certify that this report was prepared under my supervision, and I am a registered professional engineer in the State of New Mexico in good standing.



Job No. 2011026



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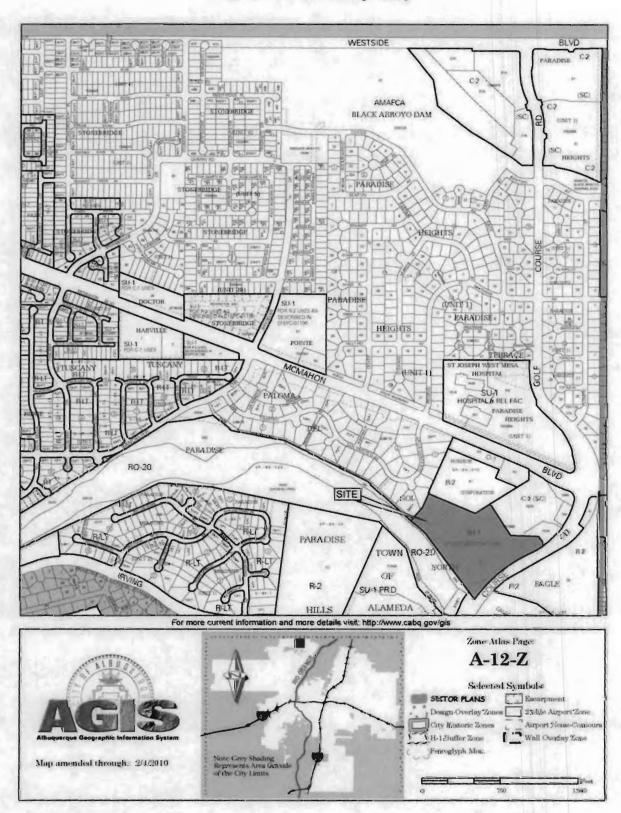
### **PURPOSE**

The purpose of this report is to provide the drainage management plan for a proposed Spectrum Assisted Living Facility within Tract 1B-1 (Development) of Paradise North in accordance with the City of Albuquerque Development Process Manual (DPM) – Chapter 22 – Hydrology Section. This document details the drainage analysis of the existing and proposed conditions for the subject site and describes anticipated implications, and aims to act as an accurate record for future reference. A Conceptual Grading and Drainage Plan was approved by EPC in conjunction with Site Development Plan approval; this report was developed in order to obtain Site Plan Approval by DRB and for Grading Permit.

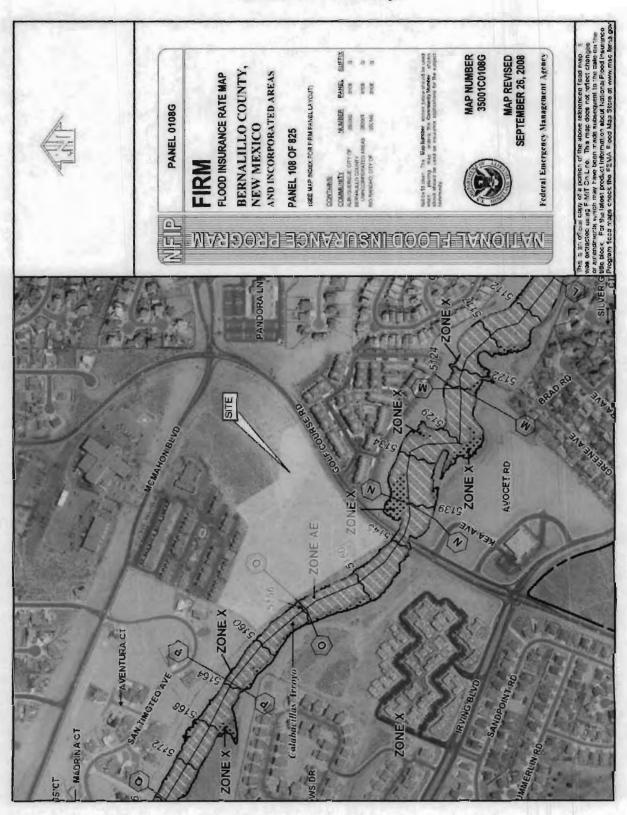
### INTRODUCTION

The subject of this report, shown in Exhibit A – Vicinity Map, is a 13.55-acre parcel of undeveloped land identified as Tract 1B-1 of Paradise North, located south of McMahon Boulevard with Golf Course Boulevard bordering the southeast property line. The site appears on Zone Atlas Page A-12-Z, Bernalillo County, Albuquerque New Mexico. As shown in Exhibit B – FIRMap, the subject property lies outside the mapped flood hazard zone. The site is contained in Precipitation Zone 1 according to Table A-1 of the City of Albuquerque DPM. This project will subdivide the parcel into two lots (Lot 1 on the north, Lot 2 on the south) and proposes to develop and build the Facility on Lot 1, while rough grading Lot 2 for future development.

### **Exhibit A- Vicinity Map**



### Exhibit B - FIRMap



### **EXISTING CONDITIONS**

The subject parcel is an undeveloped 13.55 acre lot, bound by developed residential land to the west, developed residential and commercial land to the north, Golf Course Road to the southeast, and the Calabacillas Arroyo to the southwest. The existing topography conveys storm water run-off to the Calabacillas Arroyo upstream of the Golf Course Road Bridge. Minor offsite flows discharge onto the site via surface drainage. Flows from the commercial development to the north (Smiths) are conveyed by a storm drain system to an outfall discharging into the Calabacillas Arroyo just downstream of the Golf Course Road Bridge. A portion of this storm drain runs parallel to the Developments' southerly property line, constructed with the Smith's Golf Course Road Improvements, which and was designed to accept drainage from the subject property. Similarly, the Puerta del Sol Apartment complex to the north conveys storm water through a 30" pipe which crosses the northern portion of the site and discharges into the arroyo. Appendix A contains tabulations for the existing basin areas and peak discharge rates.

### PROPOSED CONDITIONS

A new assisted living facility consisting of a central building and five cottage duplex buildings along with landscaping, concrete and asphalt pavement, and curb and gutter, are proposed for site development on Lot 1. The development will contain buildings with Finished Floor Elevations ranging from 5159.50 to 5167.05, with proposed grading maintaining positive drainage away from all buildings. Lot 2 will be rough graded.

The existing storm drain line from the Puerta del Sol Apartment complex will be lowered to accommodate grading and development of the northwest portion of the site. Offsite surface flows from the Puerta Del Sol Apartments (Basin 6 of PDS Drainage Study, estimated at 1.0 cfs) will also be directed into this same storm drain. An area drain system in the northwest courtyard will be used to connect the roof drain downspouts and convey nuisance flows from landscape

areas, while grading design will provide positive overflow. This area drain system will connect to the realigned apartment complex storm drain and discharge into the Calabacillas Arroyo via the existing channel outfall. Pipe capacity calculations can be found in Appendix A for the proposed storm drain identified as System 1.

The majority of remaining onsite flows will be conveyed to a proposed storm drain system to tie into the existing Smith's storm drain line at the southeast property line. Drainage from roof drains and landscape areas will be connected to the proposed storm drain directly through a private area drain system while the majority of parking lot drainage within Lot 1 will sheet flow toward a vegetated swale and ponds intended to improve water quality. Lot 2 will be rough graded and drainage will be directed to temporary de-silting basins which will be privately maintained until they are removed with future development. The plans for *Golf Course Road by Wilson & Associates* indicates the anticipated flows from the Development to be handled by this existing storm drain line and discharging into the arroyo. The hydraulic analysis for the proposed and existing system combination can be found in Appendix A, indicating adequate capacity for proposed flows to be added to the existing Smith's storm drain line.

Under the developed conditions, two small basins which have historically drained to the Calabacillas Arroyo, will remain undeveloped and continue to discharge run-off directly into the Calabacillas Arroyo (Basin 8 and Basin 9, shown in Appendix A). Offsite flows from the Puerta Del Sol Apartments and the Smith's site will be accommodated by the proposed grading and drainage configuration.

AMAFCA will be constructing drainage improvements within the Calabacillas Arroyo consisting of grade control structures and slope bank protection along the project frontage with the arroyo and has entered into a funding agreement with the developer which was approved by the Board of Directors at AMAFCA's meeting September 15, 2011. A copy of the agreement is included in Appendix C.

### **SUMMARY AND RECOMMENDATIONS**

The proposed development of Tract 1B-1 of Paradise North for a Spectrum Assisted Living Facility, located at the Calabacillas Arroyo and Golf Course Road in Albuquerque New Mexico, has been analyzed according to the Development Process Manual – Chapter 22 – Hydrology Section, does not lie within the mapped flood hazard zone, and has been designed to meet 100-year, 6-hour storm event capacity for all hydraulic structures and grading design.

Historic drainage paths within the site convey run-off to the Calabacillas Arroyo. The proposed development will maintain historic discharge patterns and drainage to the arroyo. Offsite flows from the Puerta Del Sol Apartments and the Smith's site will be accommodated by the proposed grading and drainage configuration. Capacity is available in the existing Smith's storm drain line at the southwest property line, as well as the existing line from the Puerta del Sol Apartment complex, and these existing systems can be utilized to eliminate additional arroyo channel work and penetrations.

Under the proposed conditions and accompanying Grading and Drainage Plan, no surrounding property will be negatively impacted by the Development, onsite drainage design will properly convey the 100-year, 6-hour storm event, and historic tributary areas will not be increased nor will discharge locations be diverted. The proposed drainage management plan thus illustrates capacity to effectively convey the design storm according to the DPM.

### MAP POCKET A

### SITE GRADING AND DRAINAGE PLAN

### APPENDIX A HYDROLOGIC AND HYDRAULIC ANALYSIS

DPM Weighted E Method
Spectrum Assisted Living Facility - Precipitation Zone 1

### **Existing Basins**

				Basin Desc	escriptions							71	00-Year, 6-Hr		10-	0-Year, 6-Hr		=	2	2-Year, 6-Hr
Basin	Area	Area	Area	Treat	reatment A	Treatm	nent B	Treatment C	C	Treatment D	nt D	Weighted E	Volume	Flow	Weighted E	Volume	Flow		/ Weighted E	Weighted E
-	(sf)	(acres)	(sq miles)	%	(acres)	%	(acres)	% (acı	(acres)	% (a	(acres)	(ac-ft)	(ac-ft)	cfs	(ac-ft)	(ac-ft)	cfs		(ac-ft)	(ac-ft) (ac-ft)
Basin A	85,364.00	1.960	0.00306	90%	90% 1.763719	0%	0.000	10% 0.195969		0%	0.000	0.495	0.081	2.84	0.116	0.019	0.72		0.012	2
Basin B	526,154.00	12.079	0.01887	90%	90% 10.87095	0%	0.000	10% 1.20		0.000	0.000	0.495	0.498	17.49	0.116	0.117	4.41	3	0.012	
	2.80									3	- Comment									
Total	611,518.00	14.039	0.02194										0.579	20.33		0.136	5.12			0.014
																		H		
Notes:	All site run off assumed to enter the Calabacillas Arroyo	sumed to e	enter the Calaba	acillas Arro	yo									SERVE						

### Proposed Developed Basins

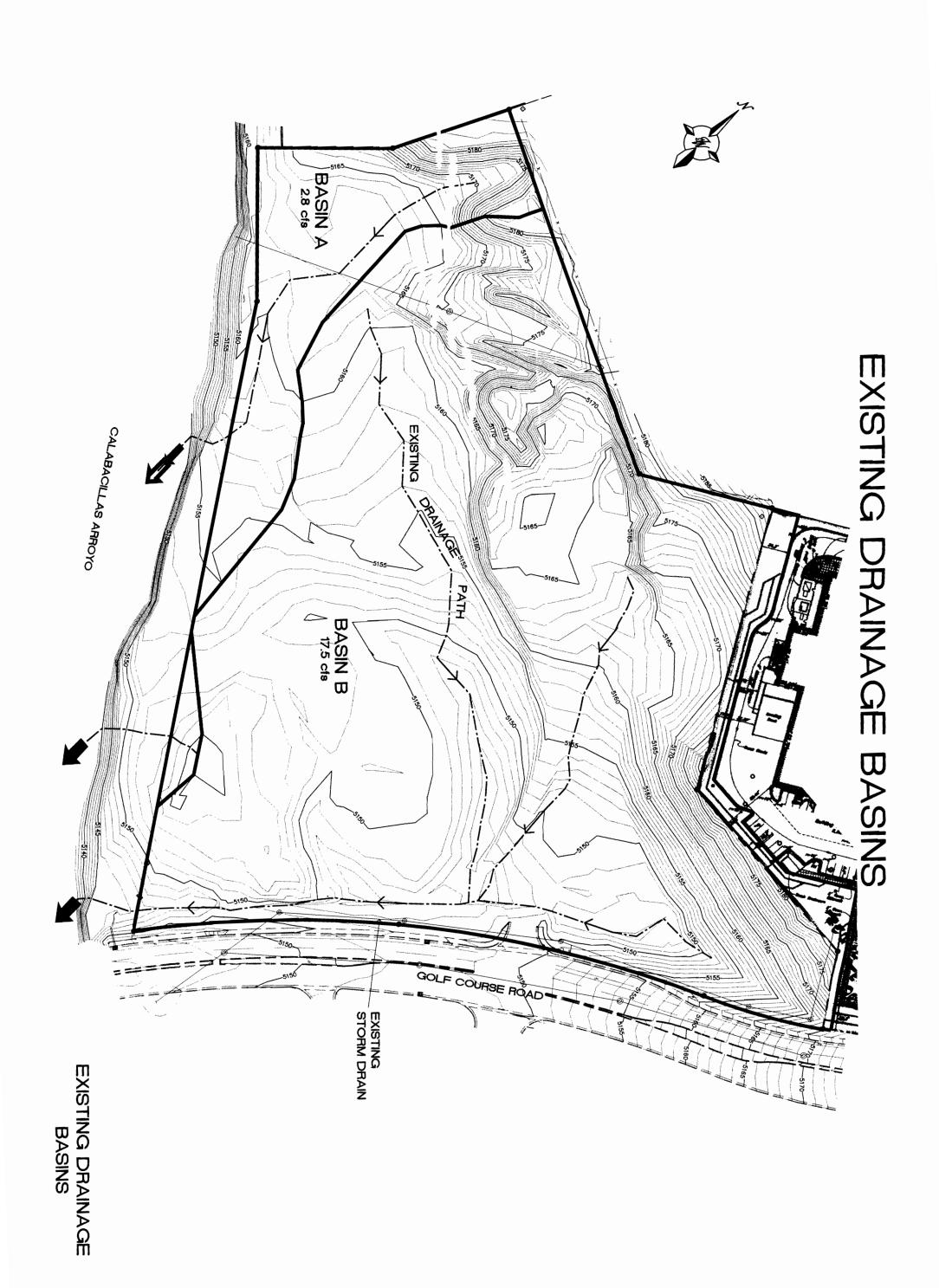
	Total	Basin 10	Basin 9	Basin 8	Basin 7	Basin 6	Basin 5	Basin 4	Basin 3	Basin 2	Basin 1		Basin	
	610,835.69	49,878.97	3,953.79	8,737.55	33,284.23	78,252.24	128,992.22	99,017.39	61,589.34	44,951.50	102,178.46	(sf)	Area	
	14.023	1.145	0.091	0.201	0.764	1.796	2.961	2.273	1.414	1.032	2.346	(acres)	Area	
	0.02191	0.00179	0.00014	0.00031	0.00119	0.00281	0.00463	0.00355	0.00221	0.00161	0.00367	(sq miles)	Area	
		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	% (	Treatment A	Basin Descriptions
L	Ц	0	0	0	0	0	0	0	0	0	0	(acres)	ent A	scriptions
ŀ		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	%	Treatment B	
L		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	(acres)	ent B	
		53% 0.611918	100% 0.090767	100% 0.200587	81% 0.620683	15% 0.269464	54% 1.592053	15% 0.340969	31% 0.443558	43% 0.440517	29% 0.677606	% (acres)	Treatment C	
		8 47%	7 0%	7 0%	3 19%	4 85%	3 46%	9 85%	8 69%	7 57%	6 71%	%	Trea	
		0.533	0.000		0.143	F		1.932		0.591	1.668	(acres)	Treatment D	
		1.446	0.990	0.990	1.174			1.823	7	1.552	1.687	(ac-ft)	Weighted E	
	1.870	0.138	0.007	0.017	0.075	0.273	0.356	0.345	0.196	0.133	0.330	(ac-ft)	Volume	00-Year, 6-Hr
	53.35	4.09	0.26	0.58	2.41	7.45	10.55	9.42	5.51	3.85	9.23	cfs	Flow	
		0.812	0.440	0.440	0.590	1.120	0.810	1.120	0.989	0.898	1.009	(ac-ft)	Weighted E	10
	1.096	0.078	0.003	0.007	0.038	0.168	0.200	0.212	0.117	0.077	0.197	(ac-ft)	Volume	10-Year, 6-Hr
	33.12	2.45	0.14	0.30	1.34	4.81	6.33	6.09	3.47	2.37	5.83	cfs	Flow	
		0.399	0.120	0.120	0.233	0.630	0.397	0.630	0.532	0.464	0.547	(ac-ft)	Weighted E	
	0.577	0.038	0.001	0.002	0.015	0.094	0.098	0.119	0.063	0.040	0.107	(ac-ft)	Volume	2-Year, 6-Hr
	17.25	1.19	0.04	0.09	0.53	2.71	3.06	3.43	1.85	1.21	3.14	cfs	Flow	

Equations:

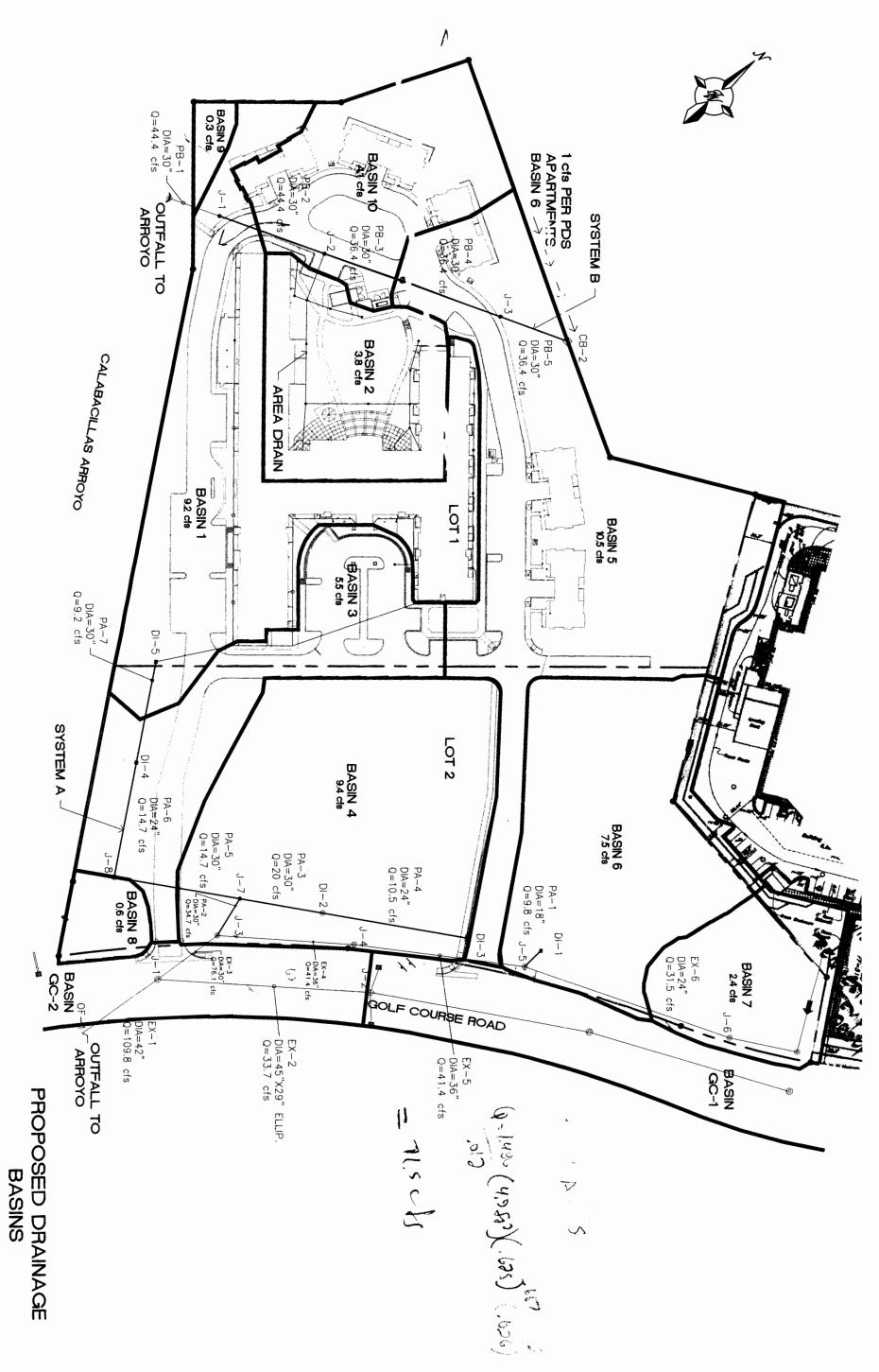
Weighted  $E = E_a * A_a + E_b * A_b + E_c * A_c + E_d * A_d / (Total Area)$ 

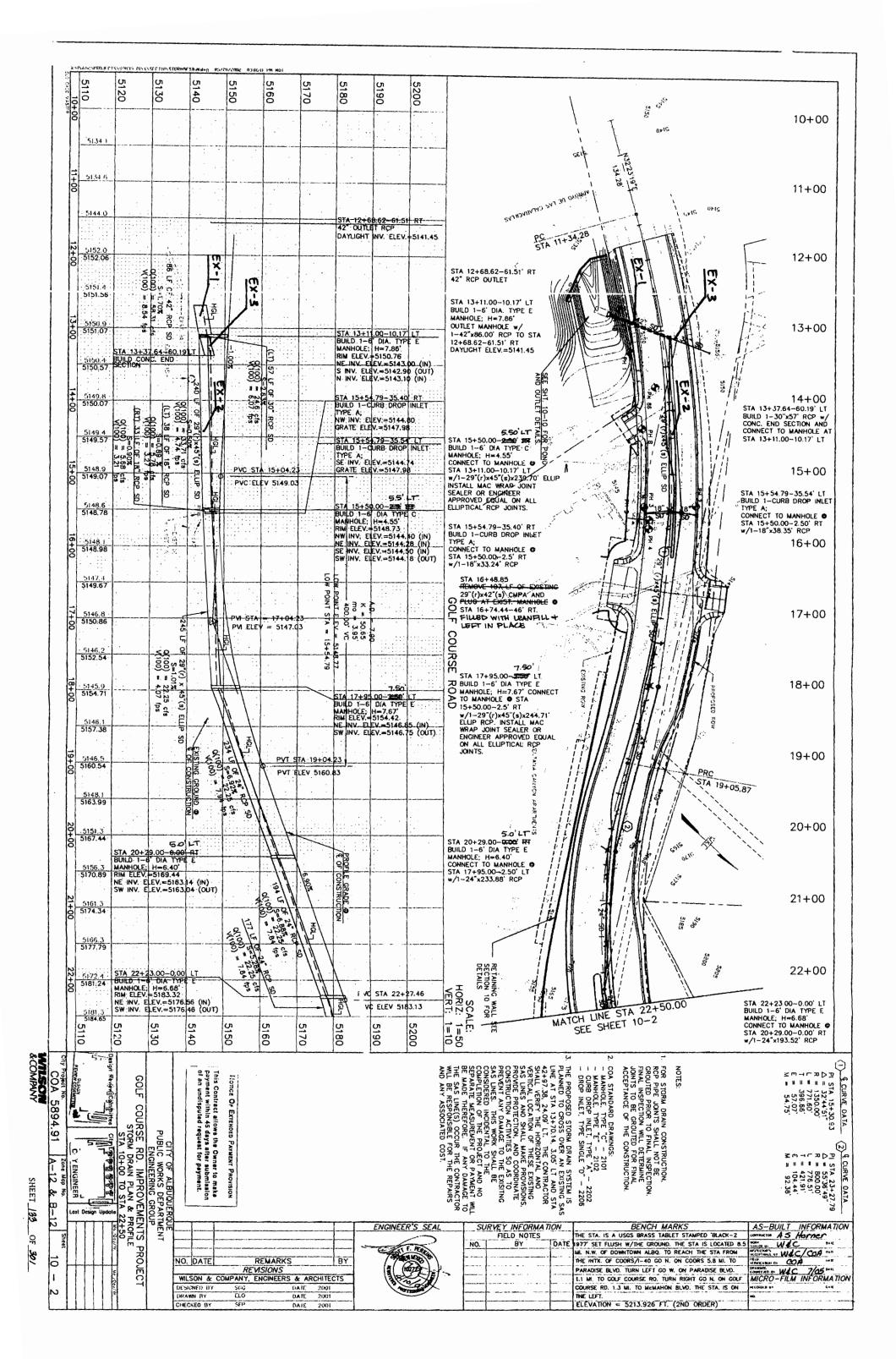
Volume = Weighted D \* Total Area

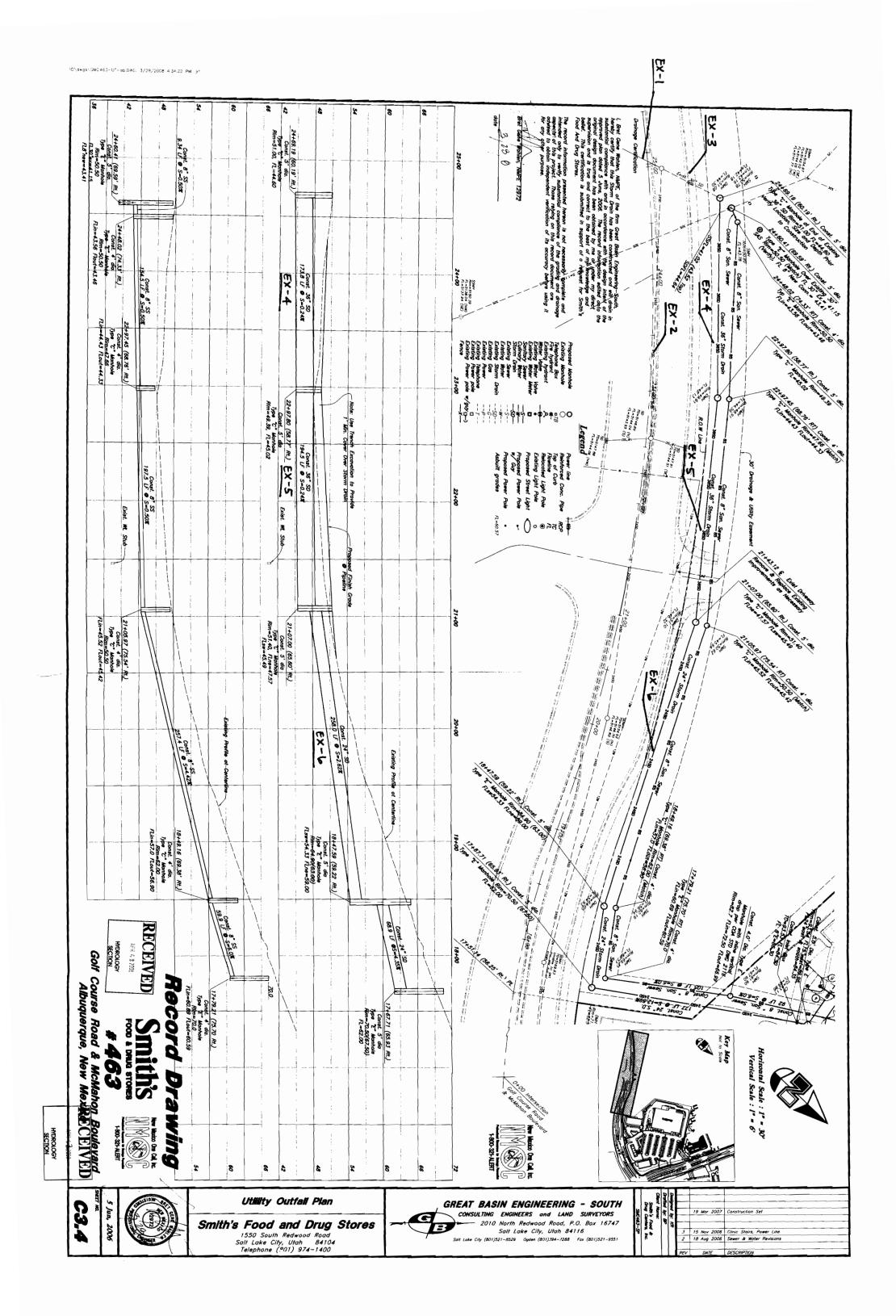
Flow =  $Q_a * A_a + Q_b * A_b + Q_c * A_c + Q_d * A_d$ 



# PROPOSED DRAINAGE BASINS

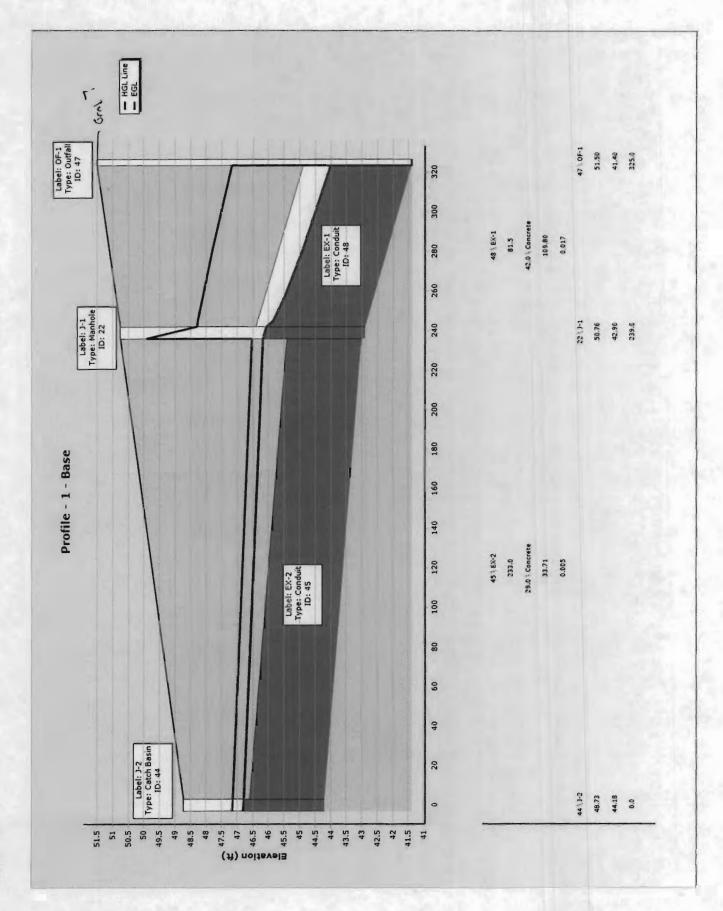


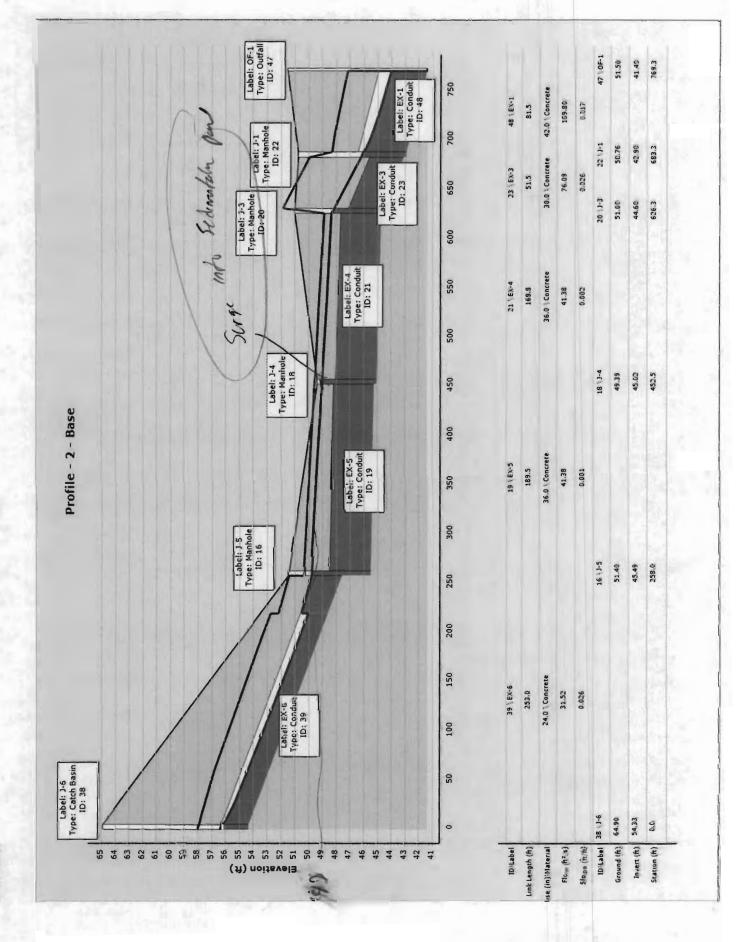




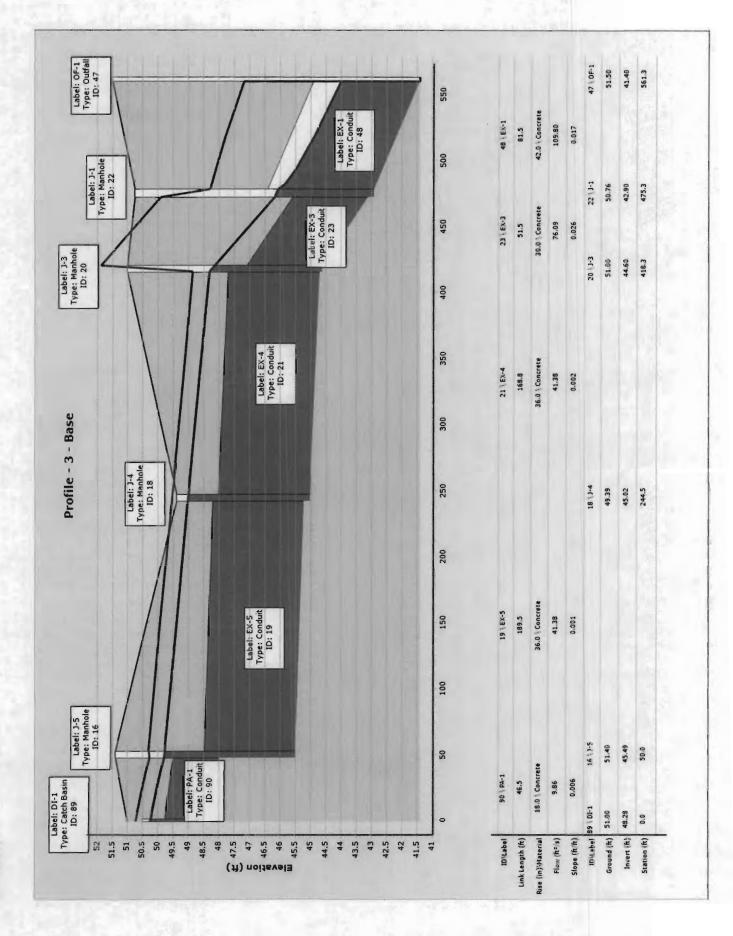
144,12 (3.3)

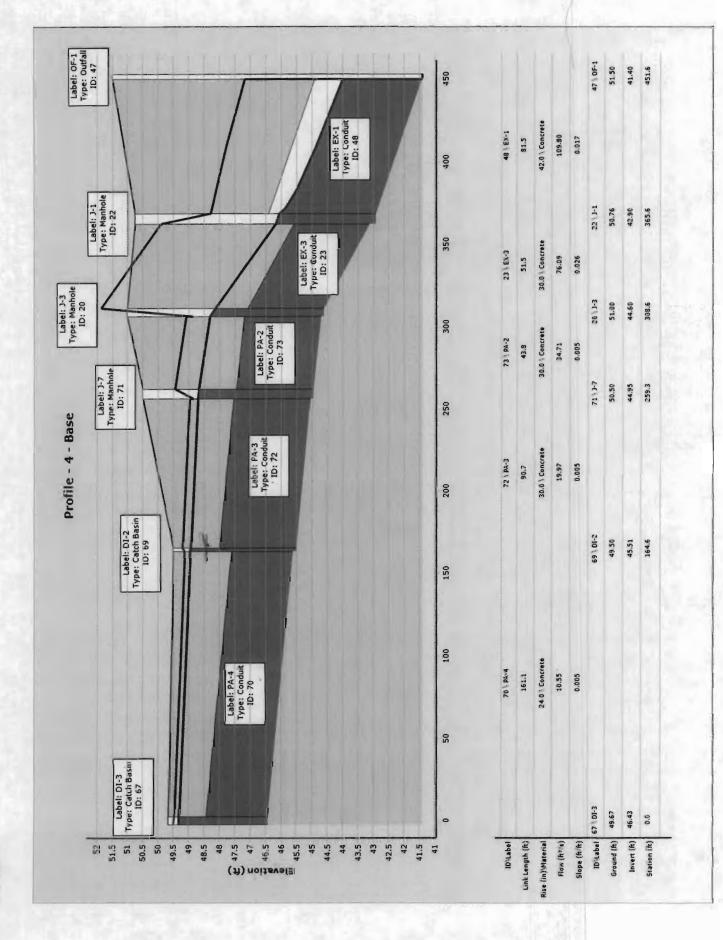
		-												
	Slope (ft/ft)	0.005	0.005	0.005	0.005	0.005	0.005	900.0	0.026	0.001	0.002	0.026	0.005	0.017
	Velocity (Average) (ft/s)	2.94	4.69	8	3.36	4.07	7.07	5.58	13.11	5.85	5.85	15.5	4.38	15.43
	Invert (Upstream) (ft)	47.28	46.6	45.83	46.43	45.51	44.95	48.28	54.33	45.49	45.02	44.6	44.18	42.9
	Invert (Downstream) (ft)	46.7	45.93	45.04	45.61	45.04	44.7	48	47.57	45.22	44.7	43.1	43	41.4
MA	Total Flow (ft³/s)	9.23	14.74	14.74	10.55	19.97	34.71	9.86	31.52	41.38	41.38	76.09	33.71	109.8
SYSTEM A	Flow / Capacity (Full) (%)	44.7	71	50.9	66.1	69.1	118.8	125.4	86.1	166.5	144.6	114.4	72.8	82.6
		24	24	30	24	30	30	18	24	36	36	30	45 x 29	42
	Length (Unified) (ft)	117.6	134.5	158.7	164.6	94.7	49.3	50	258	194.5	173.8	57	239	86
	Stop Node	DI-4	8-ſ	7-1	DI-2	J-7	J-3	1-5	J-5	J-4	1-3	J-1	1-1	0F-1
	Start Node	DI-5	DI-4	8-f	DI-3	DI-2	J-7	DI-1	9-ſ	J-5	1-4	J-3	J-2	1-1
	Label	PA-7	PA-6	PA-5	PA-4	PA-3	PA-2	PA-1	9-X3	EX-5	EX-4	EX-3	EX-2	EX-1

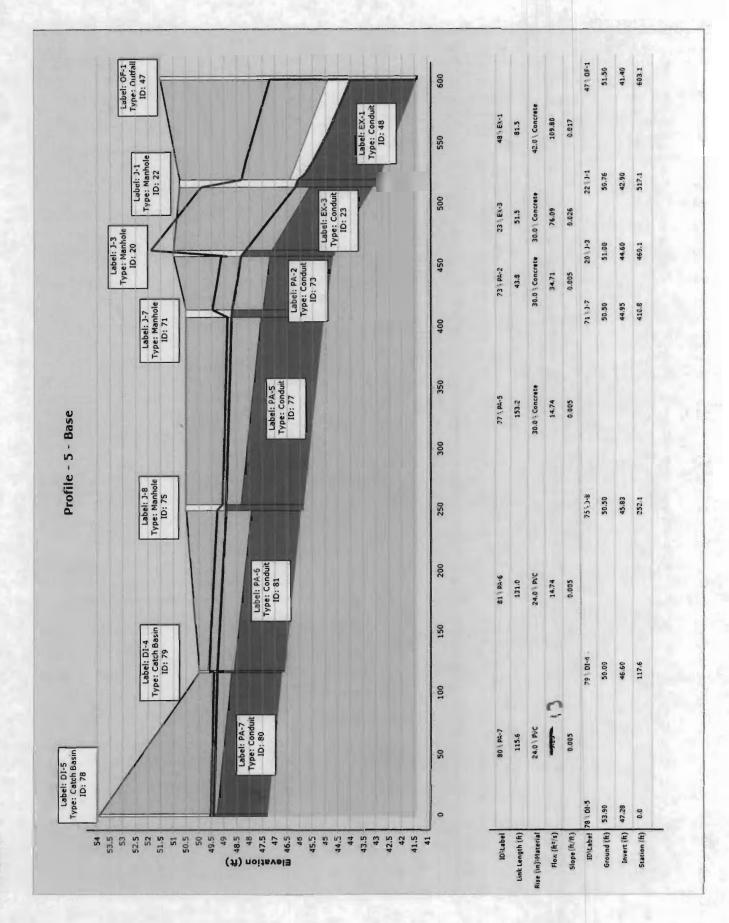




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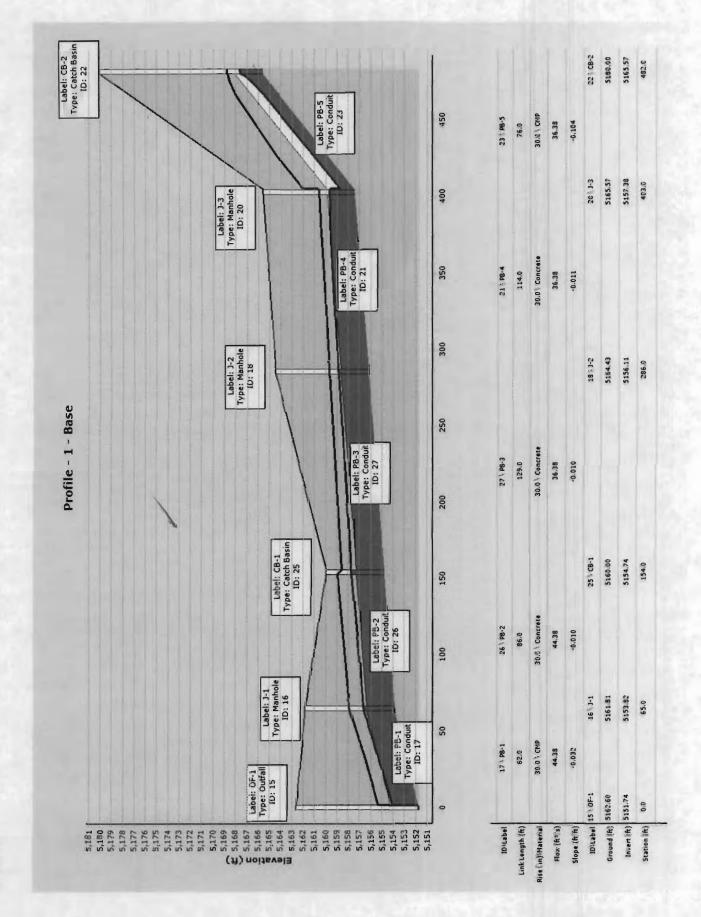






-0.104 -0.011 -0.01 -0.032 Slope (ft/ft) Velocity (Average) (ft/s) 9.77 7.41 9.04 9.04 Invert (Downstream) 5,157.38 5,156.11 5,154.74 5,153.82 5,151.74 Invert (Upstream) (ft) 5,157.38 5,156.11 5,154.74 5,153.82 5,165.57 Total Flow (ft³/s) 36.38 36.38 36.38 44.38 Flow / Capacity (Full) SYSTEM B -50.9 -85.1 -87.1 -106.3 -111,7 (%) Diameter (in) 8 8 8 8 Length (Unified) (ft) 79 117 132 89 89 65 **Stop Node** CB-2 J-3 J-2 CB-1 Start Node J-3 CB-1 J-1 OF-1 Label PB-5 PB-3 PB-2 PB-1

7



## Headwater Required for pues new anayo

				-		
				- Om > 5		
Q(PROV)	[cfs]	9.5670	6.7649		8.9491	9.5670
	(#) H	0.40	0.20		0.35	0.40
Q (REQ)	[cfs]	9.2	5.5		8.7	9.4
	BASIN	-	3	Desilt	6&7	4

Orifice Equation

Q = CA SQRT(2gH)

Diameter (ft)=

Diameter (in)

2.00

3.142 Area (ft^2)=

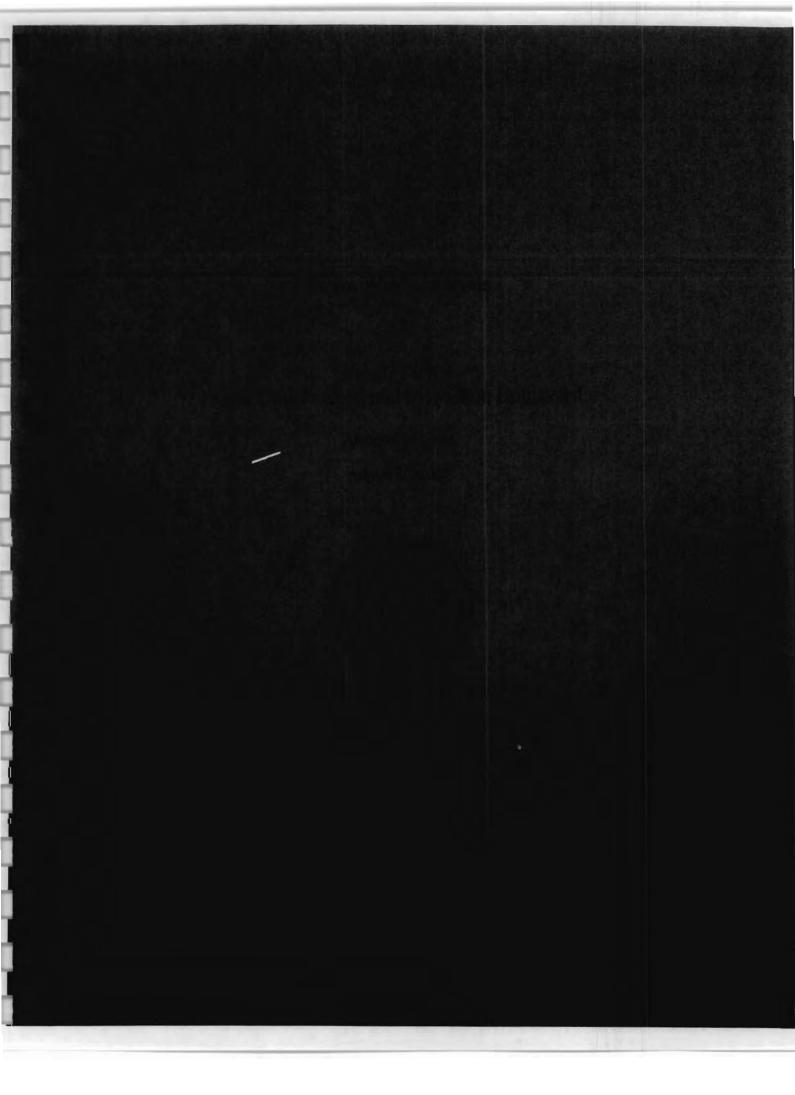
Depth of water above center of orifice H (Ft) =

Flow

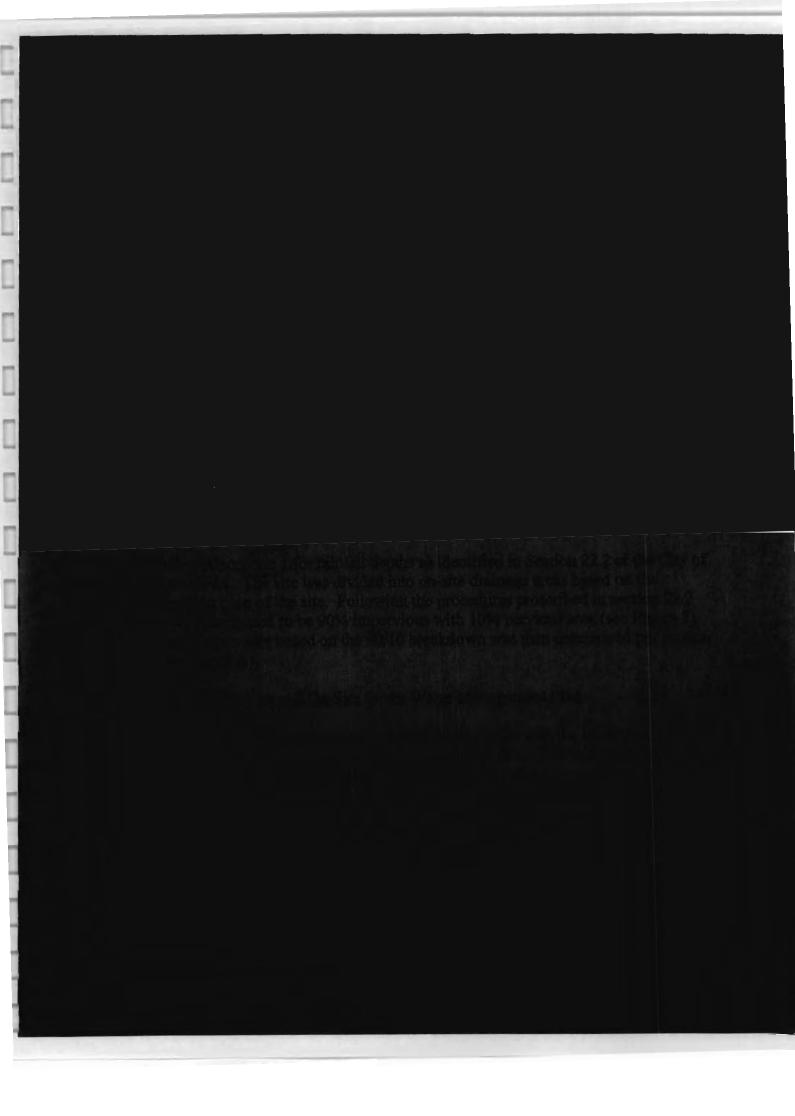
## Water Quality Basins

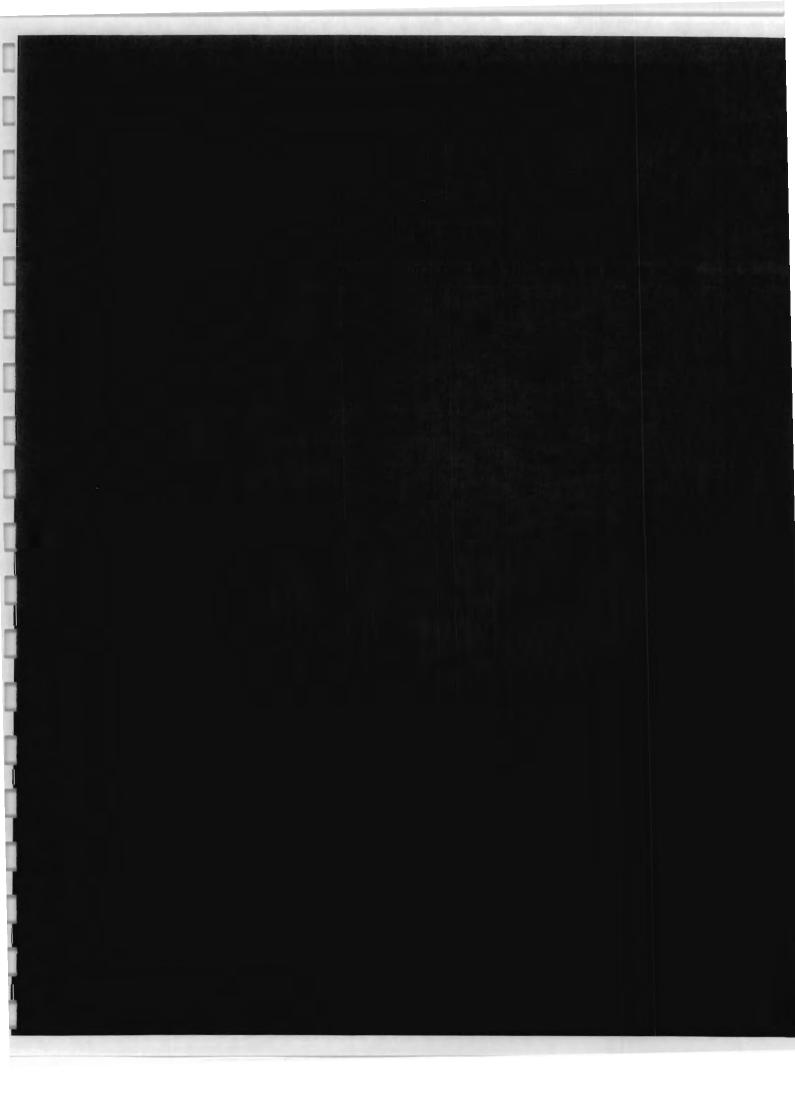
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	(SF)	(AC)	(CF)	Depth Length	Length	Width	Width  Vol(provided)
6&7	687   99815.0   2.2914	2.2914	8318	3.05	35	79	8433
4	99017.4 2.2731	2.2731	8251	3	35	79	8295

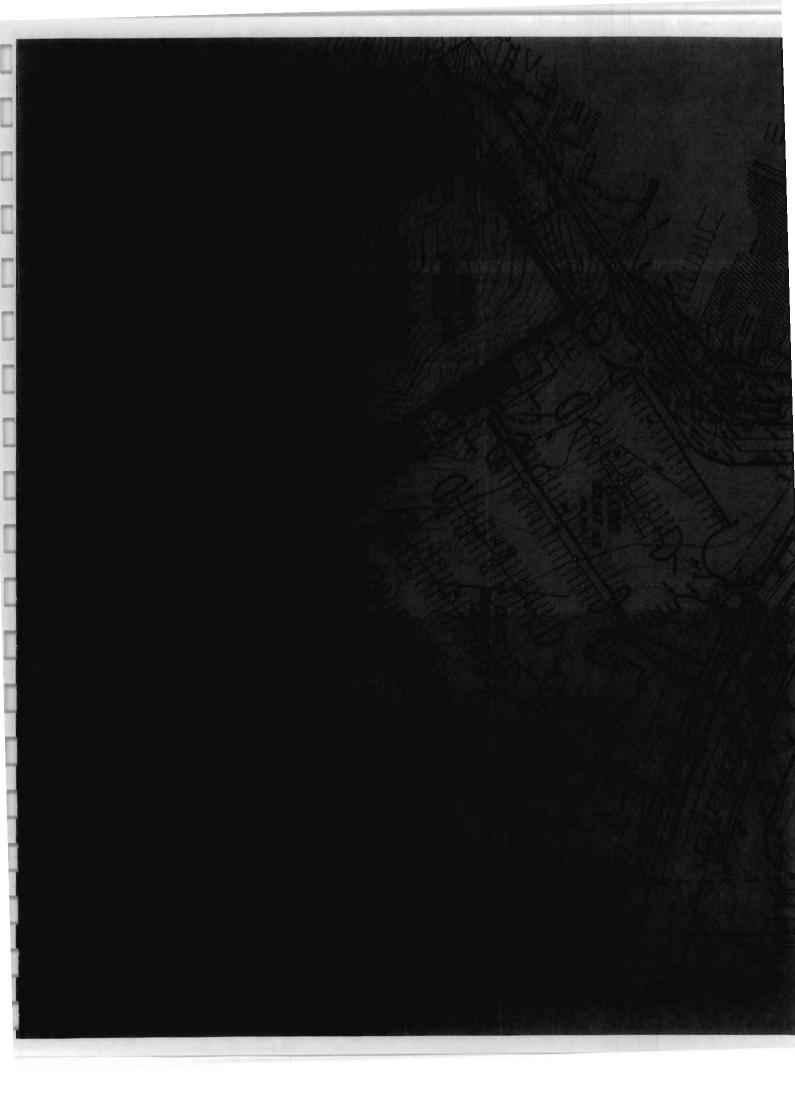
### APPENDIX B (EXCERPT)

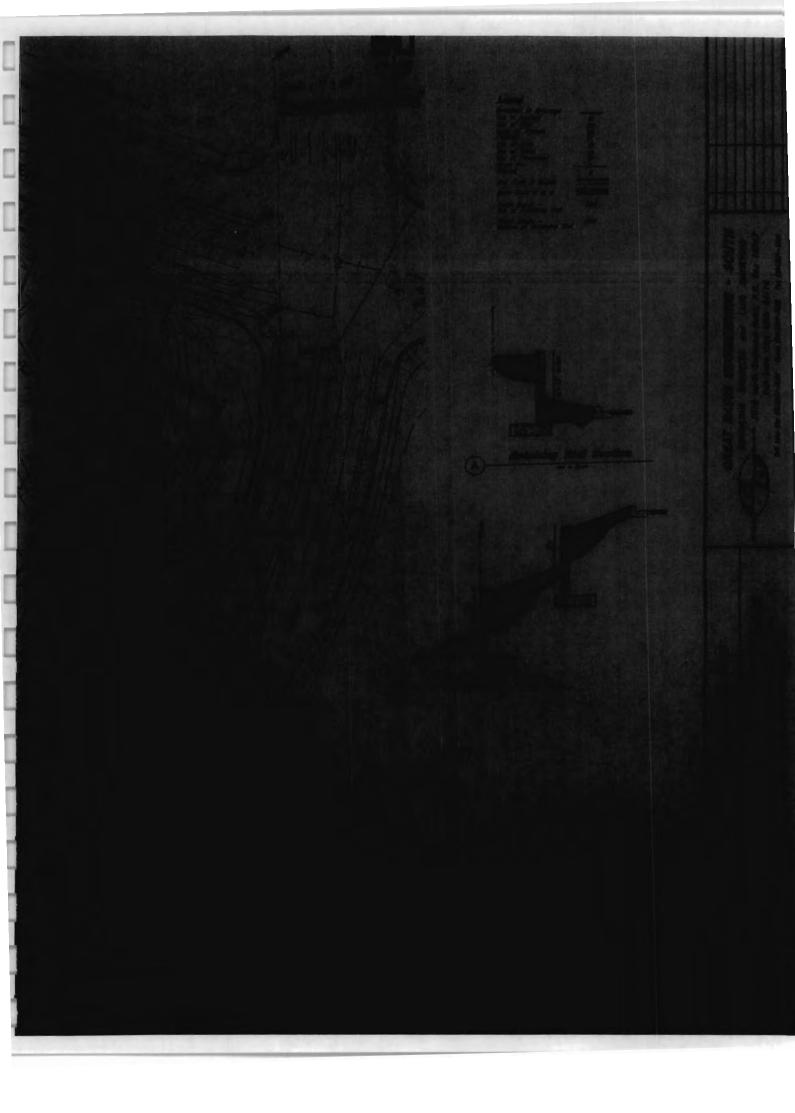


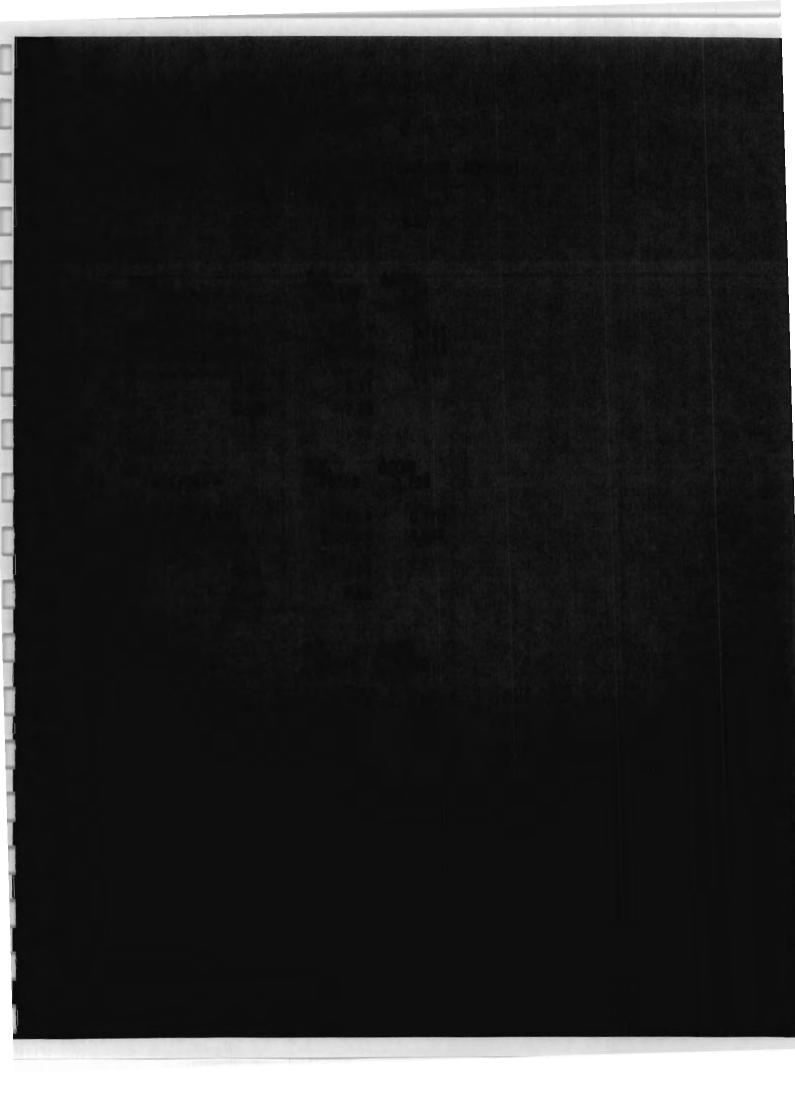


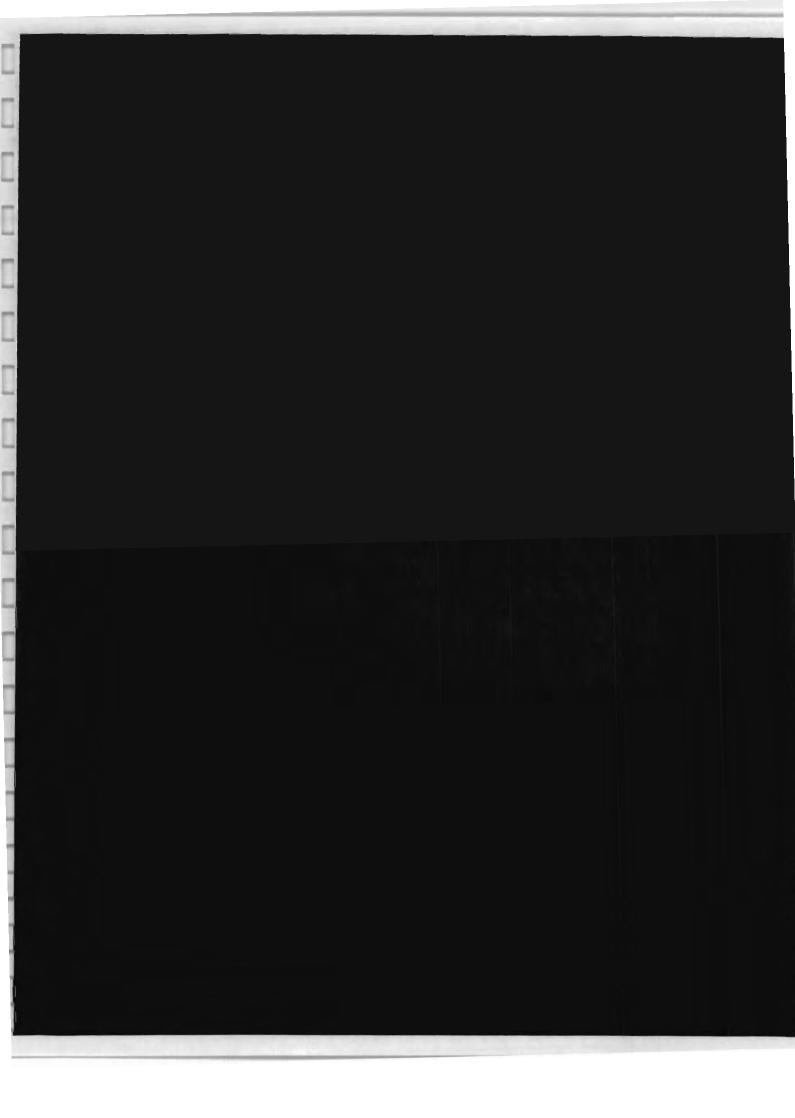












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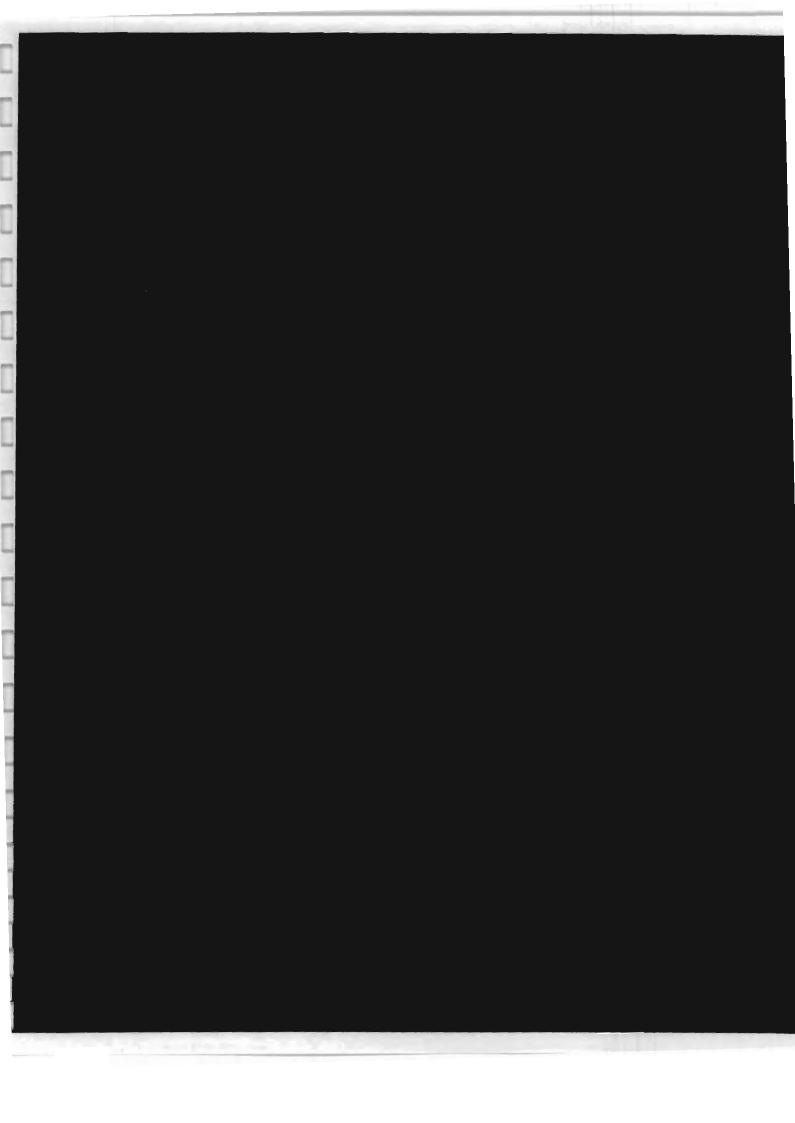
41.44 50.76 43.00 51.00 44.60 49.39 45.02 51.40 47.57 64.90 59.00 67.50 62.00 95.00 82.30 95.00 95.00	UpstreamDo invert Elevation E	m 8	Upstream Ground Elevation (ft)	Downstream Ground Elevation (ft)	SERVICE SECURISHES SERVICE FOR	ipstream Cover (ft)	wnstream Upstream Downstream Upstream Downstream Invert Ground Ground Cover Cover Hevation (ft) (ft) (ft)	JpstreamDownstreamHydraulid Cover Cover Grade (ft) (ft) Line in (ft)
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45.02 51.40 47.57 64.90 59.00 67.50 62.00 95.00 82.30 95.00 93.22	45.02		49.39	51.00		1.37	es 9	3.40
47.57 64.90 59.00 67.50 62.00 95.00 82.30 93.22 32.60 95.00	45,49		51.40	49.39		2.91	2.91 1.37	-
59.00 67.50 62.00 95.00 82.39 95.00 82.60 95.00	54.33		64.90	51.40		8.57	8.57 1.83	57 1
82.00 95.00 82.30 95.00	62.00	59.00	67.50	64,90		3.50	3.50 3.90	50 3
	78.00		95.00	67.50		15.00		
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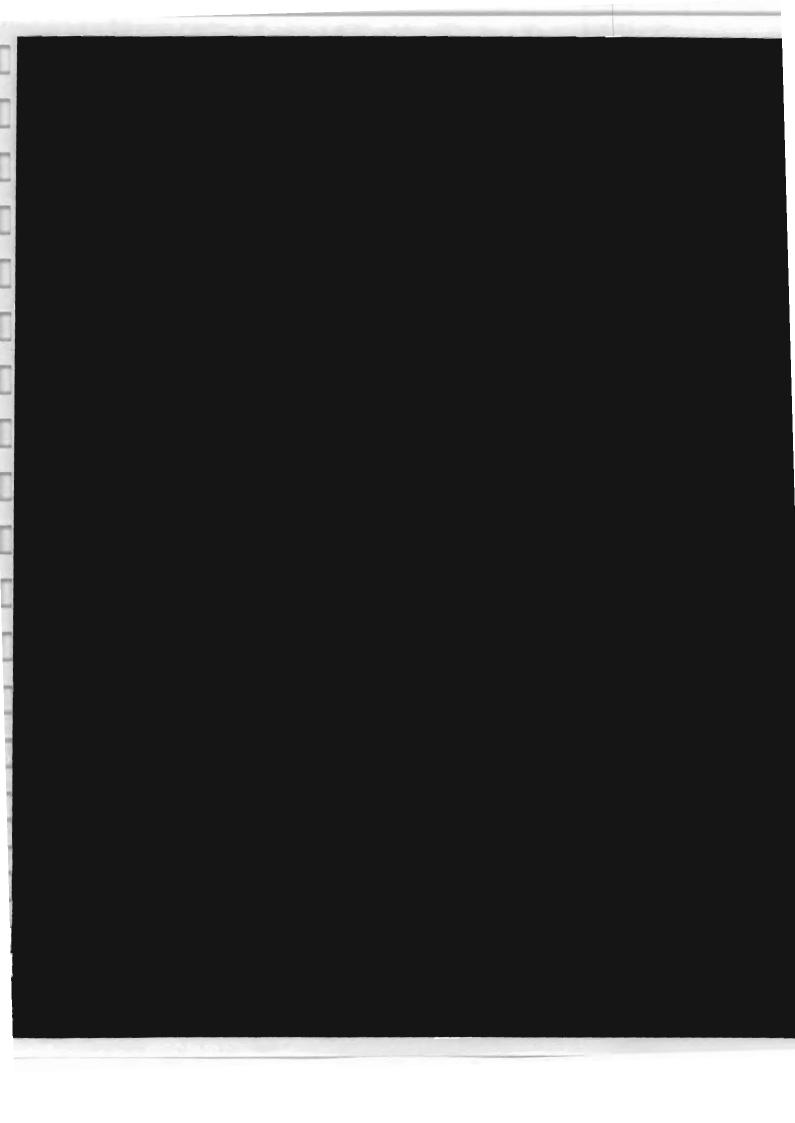
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Scenario: Base

Outlet Report

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	Complete September 1985
	Station (ft)
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	Rim Sump Tail Elevation Elevation Con (ft) (ft)
	Rim Sump Tailw levation Elevation Cond (ft) (ft)
	Rim Sump Taiwer Elevation Elevation Condition (ft)
	Rim Sump Taiwate Sump (ft) (ft)
	Rim Sump Tailwater Elevation Elevation Condition (ft)
	Rim Sump Tailwater Rim Sump Condition Elevation Condition Condition (ft)
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	Rim Sump Tallwater Refuse Elevation Elevation Condition Elevation Condition Elevation (ft)
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	Rim Sump Tailwater Harman Silevation Elevation Condition Elevation Condition Elevation (ft)
	Rim Sump Tailwater Heaven Sievation Elevation Condition Elevation Condition





# APPENDIX C (EXCERPT)

This Agreement is made and entered into this	12#	_day of _	OCTOBER	2, 2011,
by and between the Albuquerque Metropolitan	Arroyo Fl	lood Cor	trol Authority	("AMAFCA"), a
political subdivision of the State of New Mexico				
Colorado Limited Liability Company ("OWNER"	"), collecti	vely refe	rred to as the "I	PARTIES".

#### **RECITALS:**

- 1. WHEREAS, the engineering report entitled "Calabacillas Arroyo Prudent Line Study and Related Work, Evaluation of Existing Erosion-Risk Limits between Coors Road and Swinburne Dam," (the "Mussetter Study") prepared for AMAFCA by Mussetter Engineering, Inc., dated December 1998, identified improvements on the Calabacillas Arroyo ("Arroyo") between Unser Boulevard and Coors Road to maintain the Arroyo within the AMAFCA drainage easement. This easement is based on the erosion setback limit ("Simons and Li prudent line") that was established in the 1980's; and
- 2. WHEREAS, as property has developed along the Arroyo, AMAFCA has required construction of the improvements as identified in the Mussetter Study in order to protect adjacent developed properties from erosion and flood damage; and
- 3. WHEREAS, the OWNER plans to develop 13.5 acres adjacent to the Arroyo at the northwest corner of Golf Course Road as a retirement and assisted living facility (the "Development"), which will require the construction of 900 feet of bank stabilization and a grade control structure ("GCS 3c"), collectively referred to as the "Improvements", the location of which are shown on attached Exhibit "A"; and
- 4. WHEREAS, AMAFCA has identified funding previously collected from the developer of Paloma del Sol Subdivision to construct GCS 3b and related bank stabilization upstream of the Development, and has included this construction in its FY 2012 construction schedule; and
- 5. WHEREAS, it will be a time and cost savings benefit to the OWNER, AMAFCA and the public to combine construction of GCS 3c, GCS 3b and related bank stabilization into one project; and
- 6. WHEREAS, the OWNER has indicated a willingness to participate in the funding of the Improvements adjacent to its Development; and
- 7. WHEREAS, AMAFCA Resolution 1982-4, Cost-Sharing with Land Owners, provides for the private sector to share in the cost of flood control facilities; and
- 8. WHEREAS, the OWNER has indicated a willingness to participate in the funding of the Improvements adjacent to its Development; and

- 9. WHEREAS, the cost share of the Improvements, including One Hundred Percent (100%) of the bank stabilization and Thirty-Three Percent (33%) of GCS 3c, have been previously discussed and agreed upon by the OWNER and AMAFCA, as shown in the attached Cost Summary Table, Exhibit "C"; and
- 10. WHEREAS, AMAFCA has the capability to maintain the Improvements after construction.

### NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

#### **SECTION ONE - AMAFCA AGREES TO:**

- 1.1. Review and, if appropriate, approve the plans for the Improvements as prepared by the OWNER's engineer.
- 1.2. Incorporate the plans for the Improvements into AMAFCA's construction plan set for GCS 3b, which will hereinafter be referred to as the "Project".
- 1.3. Provide specifications, cost estimates and bid documents for the Project.
- 1.4. Obtain a 404 Permit from the U.S. Army Corps of Engineers for the Project.
- 1.5. Advertise and bid the Project in compliance with the New Mexico State Procurement Code, Chapter 13.
- 1.6. Provide periodic inspection of the Project during the construction period by its staff to assure that construction is in conformance with the plans and specifications.
- 1.7. Administer the construction management of the Project, including surveying, testing, and inspection, and cause the Project to be constructed in substantial compliance with the construction drawings and contract documents.
- 1.8. Issue a Private Storm Drain License for the storm drain serving the Development, which will outfall to the Arroyo.
- 1.9. Issue an Encroachment Permit for construction of the storm drain within the AMAFCA easement.
- 1.10.Accept the OWNER's lump sum contribution of Five Hundred Fifteen Thousand Five Hundred Twenty Six Dollars (\$515,526.00) ("OWNER's Contribution") as the prorata share for the Project, as outlined in the attached Cost Summary Table, Exhibit "C".

- 1.11. Fund all construction costs of the Project, including permitting, construction, and construction management services, in excess of the OWNER's Contribution.
- 1.12. Accept OWNER's Contribution as satisfying AMAFCA's drainage requirements from the OWNER with respect to the Arroyo and the Development, recognizing that local site drainage improvements for the Development will be required
- 1.13. Maintain the Arroyo within the limits of the existing AMAFCA drainage easement adjacent to the Development until such time as the Project is complete.
- 1.14. Maintain the Project upon completion and thereafter.
- 1.15. To approve release of the Certificate of Occupancy if requested before the Project is completed with the understanding that the occupied portion of the Development will be outside of the Simons and Li prudent line.

#### **SECTION TWO - OWNER AGREES TO:**

- 2.1. Cause to be designed, with an engineer's seal and signature, GCS 3c and related bank stabilization along the north bank of the Arroyo adjacent to the Development, as conceptually shown on attached Exhibit "B".
- 2.2. Provide to AMAFCA a set of construction plans for the Improvements for AMAFCA's review. The OWNER's engineer will the make necessary changes, if required, to obtain AMAFCA's signature for final approval.
- 2.3. Deliver to AMAFCA the OWNER's Contribution of Five Hundred Fifteen Thousand Five Hundred Twenty Six Dollars (\$515,526.00) no later than seven (7) days prior to the bid of the construction contract for the Project. Payment may be made in the form of a check or money order made payable to "AMAFCA". If the OWNER fails to make payment in a timely manner, AMAFCA will not approve the release of the Certificate of Occupancy for the Development.
- 2.4. Maintain the storm drain connection from the Development to the Arroyo.

#### **SECTION THREE** – THE PARTIES AGREE:

3.1. AMAFCA's commitment to provide funding and to construct the Project identified in this Agreement is subject to the availability of funds and consideration of other flood control priorities in AMAFCA's district.

- 3.2. This Agreement will not set precedent as the basis of cost sharing for future developments within the area of the Musssetter Study.
- 3.3. This Agreement does not relieve the OWNER of the requirement to construct or to financially guarantee the construction of related drainage facilities or other improvements that may be required by the City of Albuquerque or any other agency for development of the Property.
- 3.4. Any circumstance which materially affects this Agreement will be promptly and equitably resolved by the PARTIES, and, if necessary, an amendment to this Agreement shall be executed.
- 3.5. Disputes under the Agreement, which cannot be resolved by the mutual agreement of the PARTIES, will be referred to binding arbitration under the provisions of the New Mexico Uniform Arbitration Act.
- 3.6. This Agreement may not be assigned by either PARTY without the written consent of the other PARTY, which consent shall not be unreasonably withheld.
- 3.7. Except as otherwise specifically provided herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.
- 3.8. All notices with respect to this Agreement shall be in writing and shall be delivered personally, via confirmed telefax, or sent postage prepaid by United States Mail, via certified mail, return receipt requested, to the addresses set forth below or other such addresses as hereafter specified in writing by one PARTY to the other:

AMAFCA

2600 Prospect N.E.

Albuquerque, New Mexico 87107

Attn: Executive Engineer

Fax: (505) 884-0214

Spectrum Acquisition-Albuquerque, LLC

200 Spruce Street, Suite 6500

Denver, Colorado 80230

Attn: Mike Longfellow

Fax: (303) 360-8814

- 3.9. This Agreement contains the entire Agreement between the PARTIES hereto, and all prior understandings, oral or written, by the PARTIES hereto with respect to this Agreement are hereby null and void. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any PARTY hereto unless set forth in a document duly executed by or on behalf of such PARTY.
- 3.10. If any provision of this Agreement, or the application thereof to a person or circumstance, shall be determined to be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall

not be affected thereby, and such provisions shall be enforced to the greatest extent permitted by law.

- 3.11. This Agreement shall inure to the benefit of and shall be binding upon the undersigned PARTIES and their respective successors and assigns. Whenever in this Agreement a reference to the OWNER is made, such reference shall be deemed to include a reference to successors of the OWNER.
- 3.12. Each individual signing for each of the PARTIES hereunder warrants and represents that he/she is an authorized agent of such PARTY, on whose benefit he/she is executing this Agreement, and is authorized to execute the same.
- 3.13. Each PARTY agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.
- 3.15. In the event of any dispute regarding this Agreement, the prevailing PARTY shall be entitled to reimbursement of its costs and reasonable attorney's fees.
- The OWNER shall indemnify and save harmless AMAFCA from all liability from claims 3.16. for damages arising out of the negligence of the OWNER in performing his or her duties under this Agreement and for all claims arising pursuant to the design or construction of the Improvements. Each PARTY shall defend, indemnify, and hold harmless the other PARTY, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying PARTY's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No PARTY is required to indemnify any other PARTY for the negligent or intentional acts, errors or omissions of the other PARTY or their employees or agents. Each PARTY's indemnification obligation to the other PARTY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for each PARTY, pursuant to laws, regulations, or policies of insurance, provided, however, this save harmless and indemnification clause is subject to the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1 et seq., N.M.S.A. 1979 comp.) and any amendments thereto. This Agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of: 1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or 2.) the giving of or the failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. Nothing herein is intended or can be construed as requiring

AMAFCA to assume any liability resulting from the design or construction of the Improvements.

Executed the day and year first set out above.

Albuquerque Metropolitan Arroyo Flood Control Authority

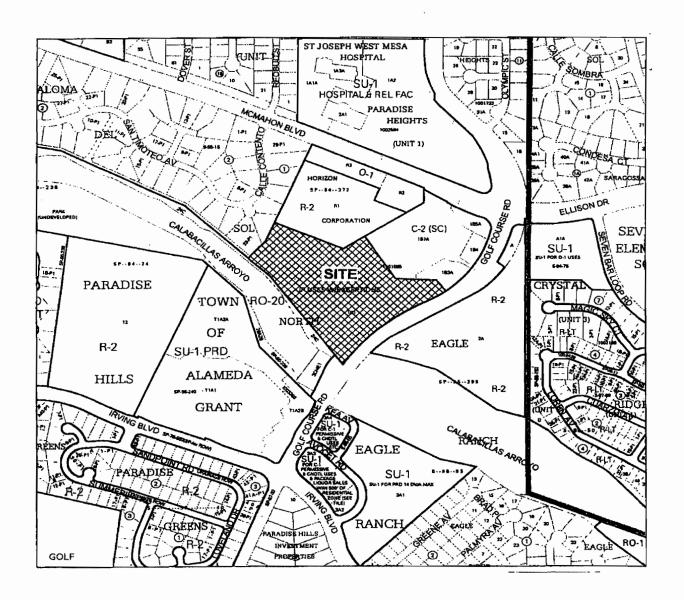
	By:
	Board of Directors
ATTEST:	
Bruce M. Thomson, Secretary/Treasurer	
Date: 9/15/11	
, ,	
ACKI	NOWLEDGMENT
STATE OF NEW MEXICO ) )s.s.	
COUNTY OF BERNALILLO )	
This instrument was acknowledged before r	me on <u>Aptember 15</u> , 2011, by
Danny Hemandez, as Chairman of the Afot	uquerque Metropolitan Arroyo Flood Control Authority, a exico, on behalf of said political subdivision.
My Commission Expires:	Jamela S. Woodruff
(SEAL)  OFFICIAL SEAL PAMELA S. WOODR Notary Public State of New Mexi My Commission Expires ∠	Notary Public

Spectrum Acquisition - Albuquerque, LLC

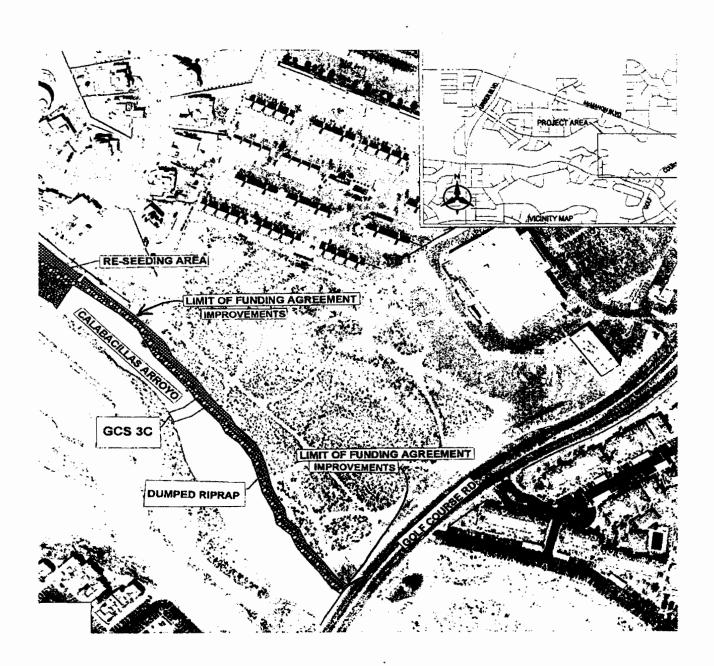
Jeffrey D/Kraus, Manager

A CHANANIA PER CHANANA				
ACKNOWLEDGMENT				
STATE OF COLORATO ) )s.s. COUNTY OF DENUER )				
This instrument was acknowledged before me on OtoBER 13th , 2011, by Jeffrey D. Kraus, as Manager of Spectrum Acquisition – Albuquerque, LLC, a Colorado limited liability company, on behalf of said company.				
My Commission Expires:    1/12/15   Coul Notary Public				
AUBLIC OF COLORIGINATION OF CO				

## **EXHIBIT "A"**Location Map



### **EXHIBIT "B" Basic Construction Plan**



# EXHIBIT "C" Cost Summary Table

North Bank Stabilization	\$269,594
Grade Control Structure No. 3c (\$292,875 x 1/3)	\$ 97,625
Sanitary Sewer Protection	\$ 5,000
Habitat Mitigation Contribution Subtotal 10% Contingency	\$ 50,000 \$422,219 \$ 42,219
Construction Subtotal	\$464,438
8% Construction Management	\$ 37,155
3% Testing	\$ 13,933
Total = Owner's Contribution	\$515,526

# APPENDIX D (EXCERPT)

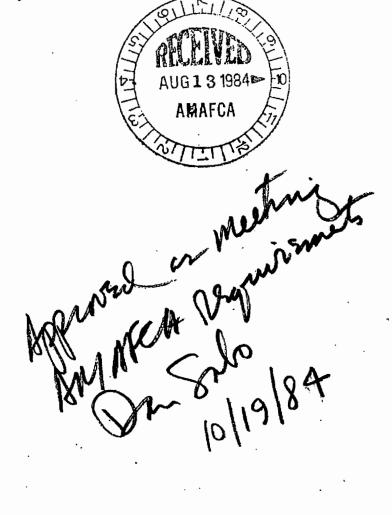
### DRAINAGE STUDY

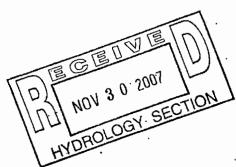
### FOR THE

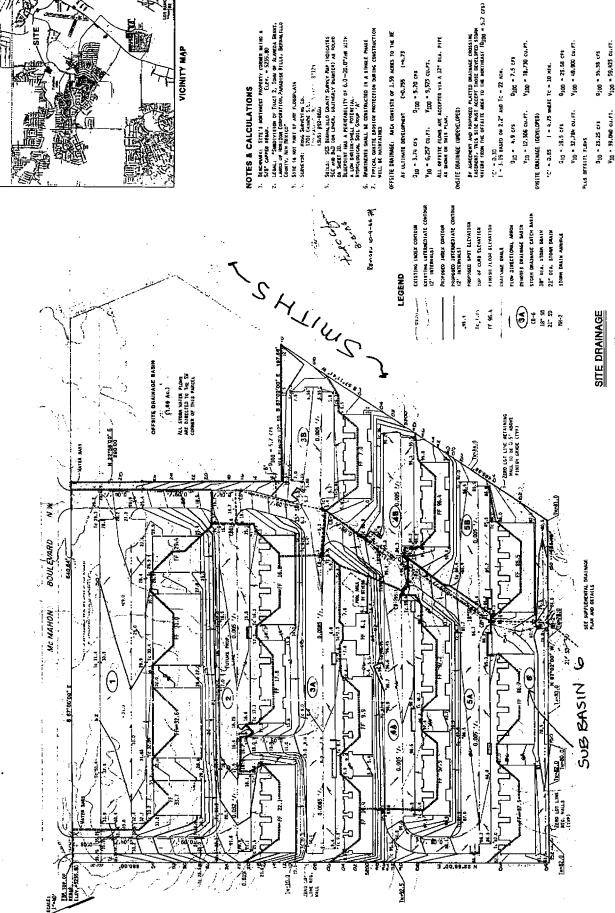
### PUERTA DEL SOL APARTMENTS

BERNALILLO COUNTY NEW MEXICO

AUGUST, 1984







ALE STORM MATERS ARE ACCEPTED INTO THE STORM DRAIM SYSTEM. V10 - 39,040 cu.fT. EXHIBIT 1

L PARADISE NORTH

AREA SA: (75x 95)+ (345x 105)+ = (65x 85) - 4000+ 2704+860= 43677 4 = 1.05acrc

> PAVED (2800x2) + 2704+660+(85 x24) + (45x24)+ (335×42)+(75×24) = 28154# = 0.646 ac

% IMPERVIOUS = . 646 + 1.05 = 61.6%

SB:  $(190 \times 100) - 2060 + 2704 = 19644 = 0.451ac$ PAVED 2860+2704+ (165×42)=12494#=0.287ac

% IMPERVIOUS = 0.287 + 0.451 = 63.6%

(140 x 65) - 2704 = 5990 \$= 0.138 ac. € PAVED 40564 = 0.093 % IMPERVIOUS = 0.093+ 0.138 = 167.5%

1. 7: (165 x 65) - 860 9865# = 0.226 acre PAVED 2660 = 0.061 ac %IMPERVIOUS = 0.061 + 0.226 = 27%

(135×45) - 2680 = 6095# = 0.140acre Paved 3380 4 = 0.018 ac % IMPERVIOUS = .078-.140 = 55.7%

9: (75×60)=4500 = 0.103 acre PAVED 6764 = 0.016 ac %IMPERVIOUS = .016 +. 103=15.1%

OFFSITO: (275 x 252) = 69300 \$= 1.591 acre assume fully developed C=0.65

Isaacson & Arfman, P.A.

SUBJECT\_\_\_ DATE 6/84 SHEET NO. 2 OF 4  $\Delta REA = 5A$ : (75x 95) + (345x 105) + = (65x 85) - 4000 + 2704 + 860 = 45677 = 1.05 acrc

PAVED (2800×2) + 2704 ÷ 660 + (85 ×24) ÷ (45×24) + (355×42)+(75×24) = 28154# = 0.646 ac
% IMPERVIOUS = .646 + 1.05 = [61.6%]

SB:  $(190 \times 100) - 2060 + 2704 = 19644 = 0.451ac$ PAVED 2860+ 2704+  $(165 \times 42) = 12494 = 0.287ac$ %IMPERVIOUS = 0.287 ÷ 0.451 = (63.6%)

- (140 x 65) 2704 = 59964 = 0.138 ac. PAVED 40564 = 0.093 % IMPERVIOUS = 0.093 + 0.138 = 67.5%
- 7: (165 x 65) 860 9865# = 0.226 acre

  PAVED 2660# = 0.061 ac %IMPERVIOUS = 0.061 + 0.226 = 27%
  - 8: (135×45) 2680 = 6095# = 0.140acre

    Paved 3380# = 0.018ac % IMPERVIOUS = .078-.140 = 55.7%)
  - 9: (75×60)=4500 = 0.103 acre

    PAVED 676 = 0.016 ac %IMPERVIOUS = .016 + .103 = 15.190

OFFSITE: (275 x 252) = 69300 #= 1.591 acre

(0) assume fully developed C=0.65

Isaacson & Arfman, P.A.