

2013 9 23 41

**Cherne, Curtis**

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**From:** Mark Goodwin [Mark@goodwinengineers.com]  
**Sent:** Thursday, September 12, 2013 9:05 AM  
**To:** Cherne, Curtis  
**Cc:** grgmbe@gmail.com  
**Subject:** Tract 2-A-2-C Black Ranch

**Attachments:** Scanned from a Xerox multifunction device.pdf



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Xerox multifunc...

Curtis - we represent the owner of the referenced Tract and are preparing a Grading and Drainage Plan for an Assisted Living facility they plan to build there - they received the attached letter from the city and asked us to look into the problem - the drainage from the adjacent property has been blocked off, but our clients have had no activity on the property themselves - we believe the damage was done by the contractor for the Coors pond who staged off of our clients property - we will propose a remedy shortly and our client will assure that action be taken - one item we wish to point out is that the Exhibit 2 attached to the City's demand letter is an Agreement and Covenant for a different property located on Sage SW - this doesn't change the situation with this property but we thought you should know.

Thanks Curtis.

Mark Goodwin, P.E.  
President  
MARK GOODWIN & ASSOCIATES, PA  
(505) 828-2200  
(505) 797-9539 FAX  
mark@goodwinengineers.com

-----Original Message-----

**From:** sharp\_copier@goodwinengineers.com [mailto:sharp\_copier@goodwinengineers.com]  
**Sent:** Thursday, September 12, 2013 1:59 AM  
**To:** Mark Goodwin  
**Subject:** Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf, Multi-Page

multifunction device Location: machine location not set  
Device Name: XR934E158C24

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# CITY OF ALBUQUERQUE



August 20, 2013

LLO-BRO, LLC  
4828 Summerlin NW  
Albuquerque, NM 87114

**Re: Stormwater Drainage from Tract 2-A-2-C Black Ranch**

To Whom It May Concern:

This correspondence is in follow-up to a letter sent on February 6, 2013, by the City of Albuquerque ("City") Hydrologist, Curtis Cherne, regarding fill material that has been imported onto Tract 2-A-2-C. This fill has raised the grade of your lot and created a condition that is damaging adjacent property. Under this site's plat, the owner of Tract 2-A-2-C's is required to maintain a drainage easement over the back edge of the site (see note to plat attached hereto as Exhibit 1). In addition, your tract is encumbered by a drainage covenant with the City (see drainage covenant attached hereto as Exhibit 2), which covenant requires the property's owner to maintain the drainage facility in accordance with approved drainage plans. Per the master drainage plan for this area (Wilson & Co., Dec. 2003), the flows from adjacent lots should flow through this site. Accordingly, your site is not managing stormwater in accordance with its approved drainage plan and is in violation of the City's Drainage Ordinance (§§ 14-5-2-1 *et seq.*, R.O. Albuquerque 1994).

PO Box 1293

Albuquerque

New Mexico 87103

[www.cabq.gov](http://www.cabq.gov)

Mr. Cherne's letter requested that you remedy this situation by April 15<sup>th</sup>, 2013. It has been brought to my attention that the situation still has not been remedied. This correspondence is a final request for you to remedy this violation. If the offending fill is not remediated by September 25, 2013, then the City will seek a legal remedy. If you have any questions, please contact me through the phone number or email address in my signature.

Very truly yours,

**Blake Whitcomb**  
Assistant City Attorney  
Real Estate & Land Use  
Office of the City Attorney  
1 Civic Plaza NW, 4<sup>th</sup> Floor  
P.O. Box 2248  
Albuquerque, NM 87103  
P: (505) 768-4654  
F: (505) 768-4525  
[bwhitcomb@cabq.gov](mailto:bwhitcomb@cabq.gov)

cc: Bryan Wolfe  
Curtis Cherne

**SURV+TEK, INC.**

SHEET 3 OF 3

MAY, 2003

NEW MEXICO PRINCIPAL MERIDIAN  
 TOWN OF ALAMEDA GRANT  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO

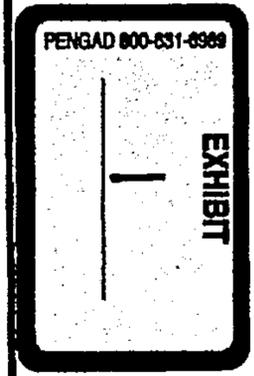
(BEING A REPLAT OF TRACT 2-A-2, BLACK RANCH)  
 WITHIN PROJECTED SECTION 18, TOWNSHIP 11 NORTH, RANGE 3 EAST

**BLACK RANCH**

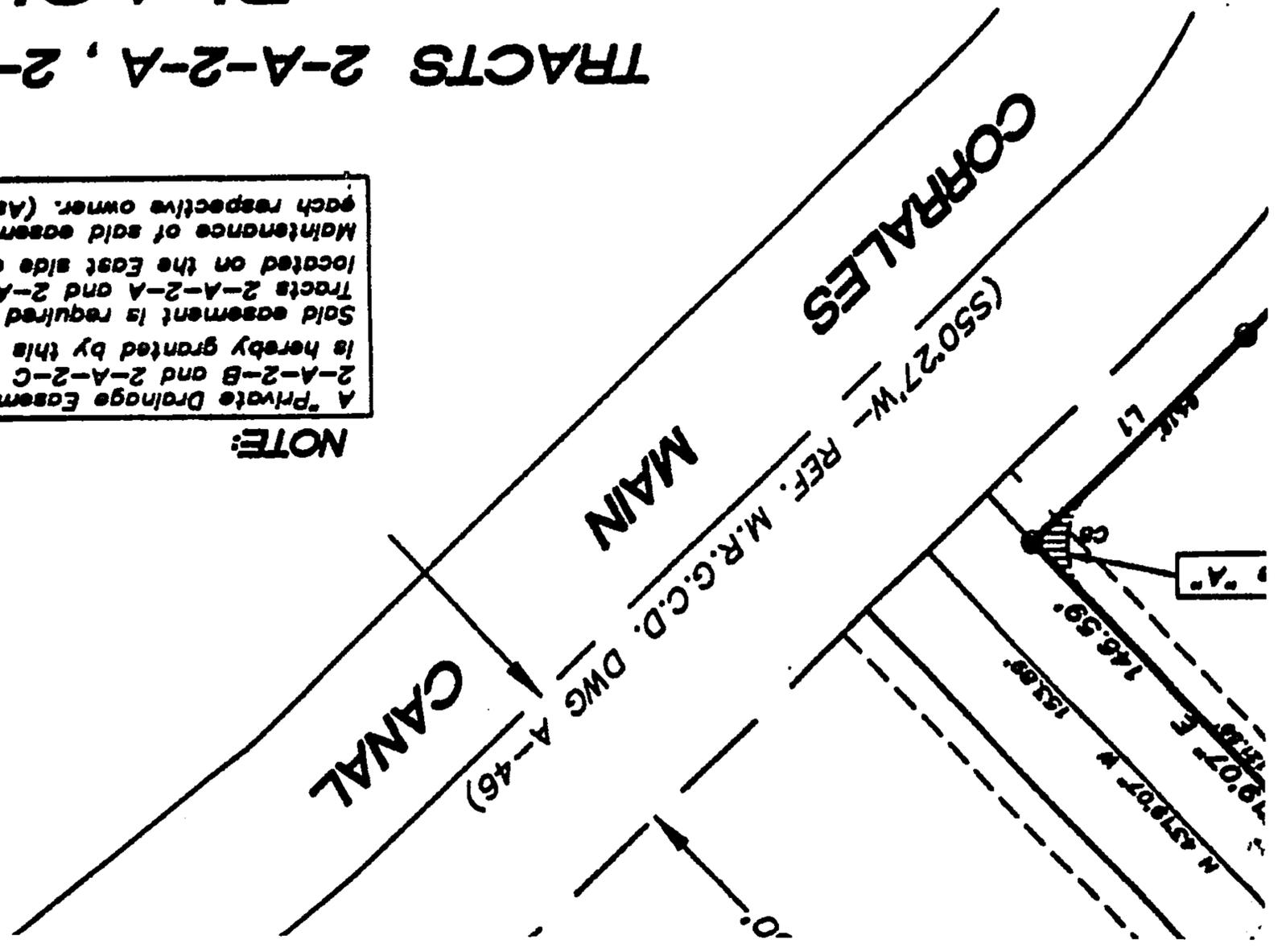
TRACTS 2-A-2-A, 2-A-2-B AND 2-A-2-C

TRACT 12  
 BLACK RANCH  
 (UNPLATTED)

**NOTE:**  
 A "Private Drainage Easement" covering Tracts 2-A-2-A, 2-A-2-B and 2-A-2-C (Excepting therefrom any buildings) is hereby granted by this plat.  
 Said easement is required to accept sheet flows from said Tracts 2-A-2-A and 2-A-2-B to an existing drainage outfall located on the East side of Tract 2-A-2-C.  
 Maintenance of said easement to be the responsibility of each respective owner. (As to each Tract)



TRACT 12  
 BLACK RANCH  
 (UNPLATTED)



1 1/2" Bar and cap  
 marked L1 2750'

170

### AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Mor Land, LLC., ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at NW Corner of Sage Rd. SW and 82<sup>nd</sup> St. SW, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

EXISTING: Tract 463, Town of Atrisco Grant, Unit 7 (12-5-44, D-118)  
PROPOSED: TRACT A, DESERT SAGE 3 SUBDIVISION

*All being records of Bernalillo County, NM*

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

*Tract A of the proposed Desert Sage 3 Subdivision filed for record November 6, 2003 in Book 2003C at Page 331 In Doc # 2003203359 Bernalillo County, New Mexico.*

The User wishes to construct upon, improve or repair and to maintain the following "Improvement" on the City's Property (or already has done so):

*Temporary Retention Pond. A sketch of the proposed or existing improvement is attached as Exhibit A and made a part of the Agreement.*

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

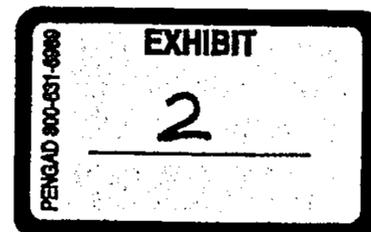
2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage

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5988461  
Page: 1 of 5  
11/12/2003 12:35P



Plan L10/D24 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the city within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled, and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.



10. Notice. For purposes of giving formal written notice to the User, User's address is:

8200 Reilly Ct SW

Mor Land, LLC

2820 Broadbent Parkway, NE

Suite E

Albuquerque, NM 87107

Gm Land & Development

8601 Washington NE

Suite E

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within 3 days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User 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 as a result of user's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expense, 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 failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs, assigns and successors and on User's Property and constitute covenants running with User's Property until release by the City.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

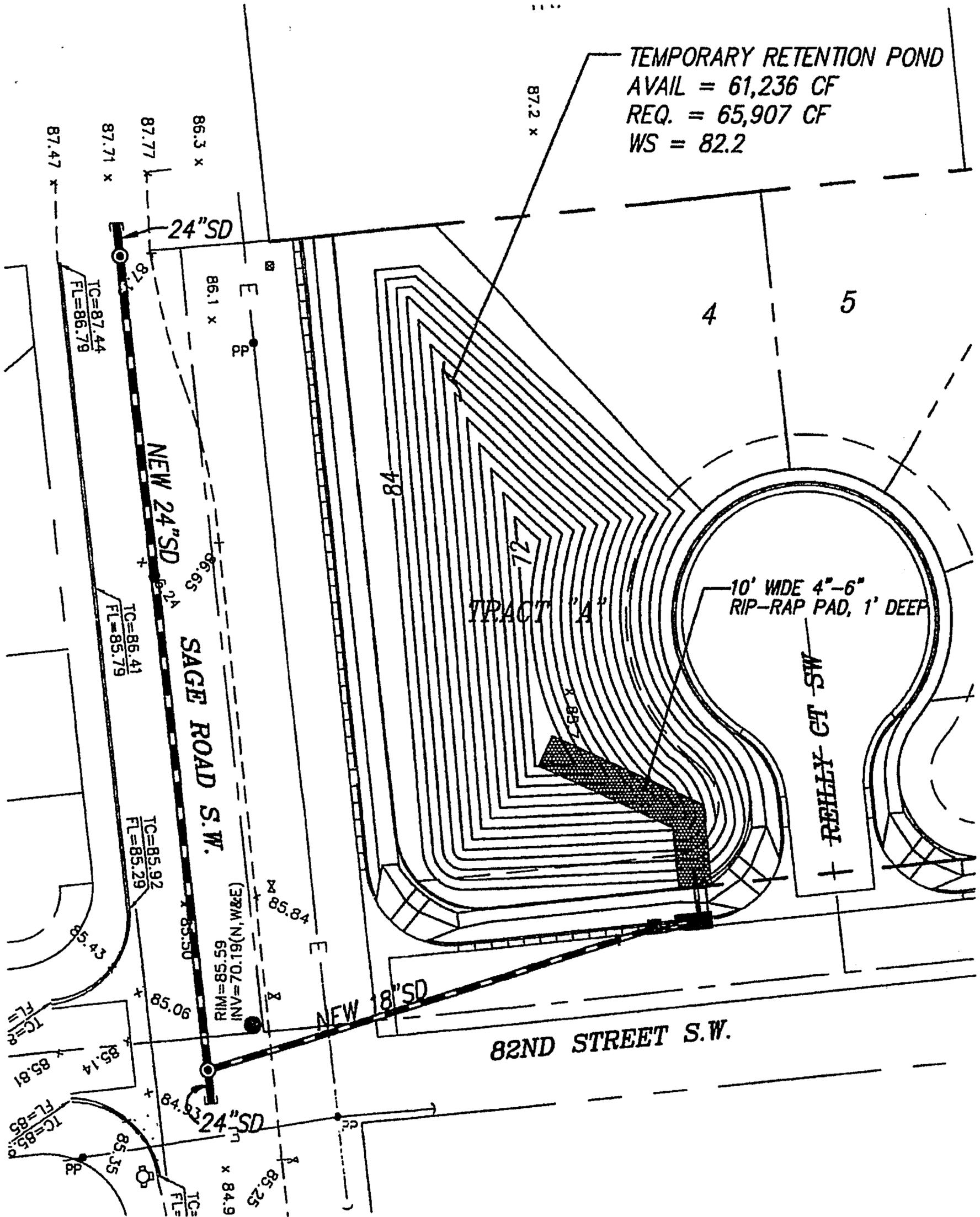
15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder is reasonably capable of completion.





TEMPORARY RETENTION POND  
 AVAIL = 61,236 CF  
 REQ. = 65,907 CF  
 WS = 82.2



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 5988461  
 Page: 5 of 5  
 11/12/2003 12:35P  
 Bk-A68 Pg-4995

SCALE: 1" = 40'

A02\obs\A2102ds3\EXHIBITS\Exhibit-A.dwg\07-08-03\DER

**DESERT SAGE SUBDIVISION UNIT 3**  
**EXHIBIT "A" - AGREEMENT & COVENANT**

**dmg** MARK GOODWIN & ASSOCIATES, P.A.  
 CONSULTING ENGINEERS  
 P.O. BOX 90808  
 ALBUQUERQUE, NEW MEXICO 87199  
 (505)828-2200, FAX (505)797-9539



# ***City of Albuquerque***

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 18, 2003

Dan Aguirre  
Wilson & Company  
2600 American Road SE, Suite 100  
Albuquerque, New Mexico 87114

**RE: Grading and Drainage Report For Black Ranch Tracts 2 & 3 (C13-D25) Dated  
December 23, 2003**

Dear Mr. Aguirre:

The above referenced drainage plan received March 11, 2003 is approved for Final Plat action by the DRB

If you have any questions please call me at 924-3982.

Sincerely,

Carlos A. Montoya  
City Floodplain Administrator

C: Lynn Mazur, AMAFCA

2/19/03

TIM EICHENBERG, CHAIR  
 DANIEL HERNANDEZ, VICE-CHAIR  
 RONALD D. BROWN, SECRETARY-TREASURER  
 LINDA STOVER, ASST. SECRETARY-TREASURER  
 DANIEL LYON, DIRECTOR

JOHN P. KELLY, P.E.  
 EXECUTIVE ENGINEER



**Albuquerque  
 Metropolitan  
 Arroyo  
 Flood  
 Control  
 Authority**

2600 PROSPECT N.E., ALBUQUERQUE, NM 87107  
 PHONE: (505) 884-2215 FAX: (505) 884-0214

Post-it® Fax Note 7671		Date 2-19	# of pages 2
To CARLOS MONTOYA		From LYNN MAZUR	
Co./Dept. HYDROLOGY		Co. AMAFCA	
Phone #		Phone #	
Fax #		Fax #	

January 29, 2003

Mr. Dan Aguirre, P.E.  
 Wilson & Company  
 2600 American Road SE, Ste. 100  
 Rio Rancho, NM 87124

Re: Drainage Master Plan for Black Ranch, Tracts 2 & 3, ZAP C-13  
 Engineer's Stamp Dated December 23, 2002

Dear Mr. Aguirre:

Marty Eckert, AMAFCA Real Estate Manager, and I spoke to Sheldon Greer of your office regarding this plan. Since Tract 2-A is now going through a platting procedure, AMAFCA's primary concern is assuring that appropriate access to Tract 2-B, which AMAFCA owns, from the future Valley View Drive is obtained at this time. We are particularly concerned with grading for the future Valley View crossing over the Canal. Sheldon said that final design is not complete, but he would review the preliminary layout to see if AMAFCA's north/south access just west of the Canal will be affected. Guardrail requirements should also be considered to ensure that they will not impact access to Tract 2-B.

We have the following additional comments:

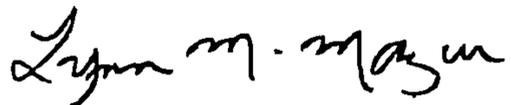
1. An additional 25-foot radius easement adjacent to Valley View Drive and the northwest corner of the 20-foot wide portion of Tract 2-B will be required to allow an appropriate turning radius for AMAFCA vehicles (see attached). AMAFCA will allow gravel landscaping within the easement. Also at this location, there should be a minimum 14-foot wide drivepad centered in the 20-foot parcel frontage.
2. A 15-foot wide access road on top of the 36-inch storm drain in the 20-foot wide portion of Tract 2-B will be required. The access road should be 6-inch Type II-B base course and sloped toward the middle (see attached detail) with open grate manholes to collect runoff. It will be used by AMAFCA and City personnel. AMAFCA will allow joint use of the access road for service vehicles for Wendy's.

3. Slope stabilization will be required along the western slope of the Canal south of Valley View adjacent to the 20-foot wide section of Tract 2-B where the City storm drain will be constructed.
4. We have compiled a set of standard notes to be added to plans for construction within AMAFCA right-of-way (see attached). Please add these along with the signature block.

Also be aware that a three-party Encroachment License Agreement for construction of public utilities within the AMAFCA right-of-way will be required before final DRC sign-off. This Agreement will cover construction of the 36-inch storm drain within Tract 2-B. It will be among the owner, the City and AMAFCA. Please provide the owner's name(s), type of corporation, an Exhibit "A" vicinity map and an Exhibit "B" showing the storm drain in the right-of-way, and I will prepare the document. The exhibits are limited to 8 1/2" x 11" or 8 1/2" x 14".

If you have any questions, please call me at 884-2215.

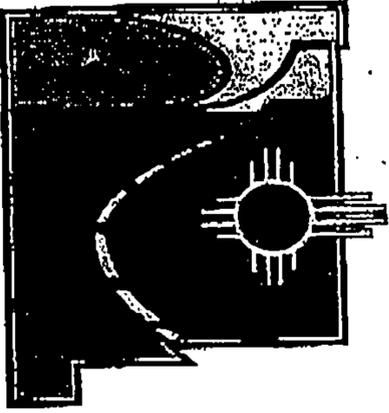
Sincerely,  
AMAFCA



Lynn M. Mazur, P.E.  
Development Review Engineer

Cc: Brad Bingham, City Hydrology

**NEW MEXICO STATE HIGHWAY  
and TRANSPORTATION DEPARTMENT**  
AN EQUAL OPPORTUNITY EMPLOYER



**BILL RICHARDSON**  
GOVERNOR

COMMISSION

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CHAIRMAN, SOCOORO

SIDNEY G. STREBECK  
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MEMBER, FARMINGTON

EDWARD T. BEGAY  
MEMBER, GALLUP

DEPARTMENT

Cabinet Secretary  
Rhonda G. Faught, P.E.

General Office  
P.O. Box 1149  
Santa Fe, NM 87504-1149  
505-827-5100

District One Office  
2912 East Pine  
Deming, NM 88030-0231  
505-548-2603

District Two Office  
P.O. Box 1457  
Roswell, NM 88202-1457  
505-624-3300

District Three Office  
P.O. Box 91750  
Albuquerque, NM 87199-1750  
505-841-2700

District Four Office  
P.O. Box 10  
Las Vegas, NM 87701-0030  
505-454-3600

District Five Office  
P.O. Box 4127  
Santa Fe, NM 87502-4127  
505-827-9500

District Six Office  
P.O. Box 2159  
Milan, NM 87021  
505-285-6623

January 14, 2003

John Black  
West Wood Realty  
3613 NM-528 NW, Suite H  
Albuquerque, New Mexico 87114

John:

I have discussed your letter dated December 17, 2002 via Wilson and Company with both Steve Harris and Kathy Trujillo. We see no problems with the agreement with the exception of the schedule to complete the through lanes. To adjust this section of road to three through lanes will require taking the drainage ditch that runs parallel to the east side of the road and placing it in a pipe. The Highway Department does not have this scheduled currently and it will take some time to get it going. However, we do have a rough design that has where everything is located. We will be able take some intermediate steps to avoid impeding your development. The Highway Department can construct the right turn bays necessary to provide access to your development.

Another problem with this agreement is that it has several items that the City of Albuquerque needs to agree with. You will need to get their concurrence on the landscaping deviations and anything that pertains to them.

I short we agree to all of the items you presented that fall under our jurisdiction but the timing will be governed by funding and environmental considerations. We look forward to working with you on this project and hope that it will be successful. Please feel free to contact me at 841-2700 at any time.

Thank You!

Tom Raught  
Acting District Engineer

cc: Steve Harris, DSO  
Kathy Trujillo, DTE

att: Letter to Steve Harris dated 12-17-03

Q B.P.

**DRAINAGE MASTER PLAN**  
**for**  
**BLACK RANCH, TRACTS 2 & 3**  
**Albuquerque, New Mexico**

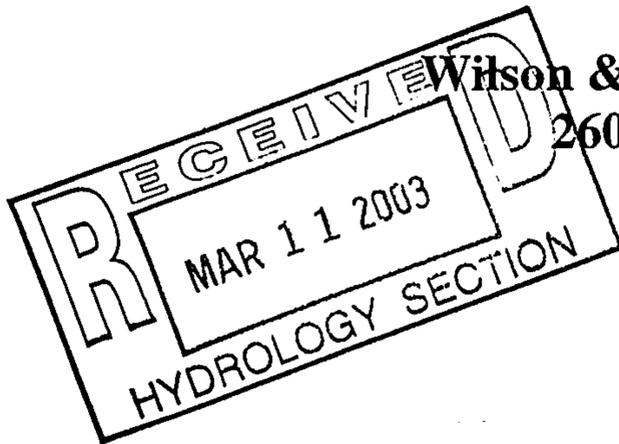
**December 2002**

PREPARED FOR:

**Westwood Realty**  
**3613 Rio Rancho Blvd. NW**  
**Rio Rancho, New Mexico 87114**

PREPARED BY:

**Wilson & Company, Engineers & Architects**  
**2600 American Rd. SE Suite 100**  
**Rio Rancho, NM 87124**

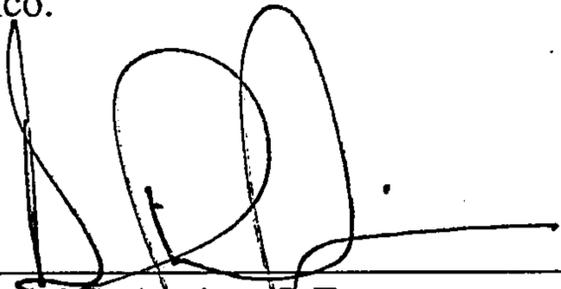


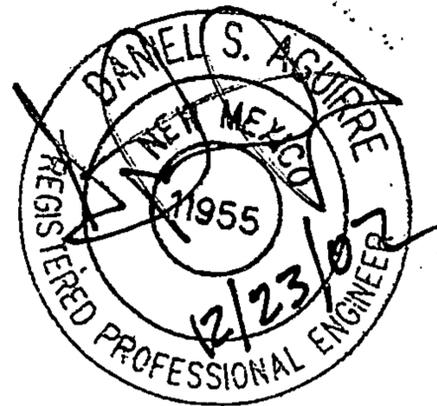
WCEA File No. X2-218-061

**DRAINAGE MASTER PLAN**  
for  
**BLACK RANCH, TRACTS 2 & 3**  
**Albuquerque, New Mexico**

**December 2002**

I, Daniel S. Aguirre, do hereby certify that this report was prepared by me or under my direction and that I am a duly registered Professional Engineer under the laws of the State of New Mexico.

  
\_\_\_\_\_  
Daniel S. Aguirre, P.E.  
NM No. 11955  
  
\_\_\_\_\_  
12/23/02  
Date



## Introduction

Wilson & Company prepared this drainage master plan under contract with Westwood Realty. The document provides a basis for the design of storm water conveyance systems within Black Ranch Tracts 2 & 3. The systems in question will control both onsite and offsite storm runoff associated with the proposed subdivision of Tract 2A. The first objective of this report is to analyze the hydrologic characteristics associated with the existing and developed conditions. The second is to present the proposed storm drain design, as well as surface water conveyance structures and detention pond, used to mitigate the storm water runoff generated by Tracts 2 & 3.

All areas generating storm water runoff affecting the project site are intended to discharge into the Corrales Main Canal through a future AMAFCA regional Detention Facility adjacent to the intersection of Coors Blvd. and Paseo del Norte (*North Coors Drainage Management Plan*, Smith Engineering 1997). These areas include, but are not limited to, the tracts North of Paseo del Norte, East of Coors Blvd., West of the Corrales Main Canal, and South of Irving Blvd. Also included in the tributary area is the Eastern half of Coors Blvd. from Westside Drive to a point adjacent to the project site (See the Plate 1).

It is intended that the storm water runoff from the associated tracts will drain to Valley View Drive. A proposed storm drain system within Valley View Drive will then intercept and carry the flows into a regional detention pond to be located on Tract 2B.

## Existing Conditions

(Refer to Plate 1 – Existing Conditions)

Several tracts within the area of interest are currently developed or are in construction. These developments include a bank on Tract 3B, a *Burger King* on Tract 3D, and a *Jiffy Lube* is under construction on Tract 3C1. All these tracts discharge freely to Valley View Drive. Tract 3A1 currently has a gas station on it and discharges to a separate drainage facility east of the Corrales Main Canal. There is an existing detention facility on Tract 3F1 that will be replaced by the proposed regional detention facility to be located on Tract 2B. This existing detention facility currently mitigates flows generated by the tracts discharging to Valley View Drive (*Black Ranch Tract 3 Grading, Drainage, and Terrain Management Plan*, Easterling & Associates, Inc. 1990).

Undeveloped tracts within the area of interest are covered with various brush and grasses. The soil is primarily sandy throughout the area. Slopes vary from tract to tract, but generally fall between 3% and 10%. The steepest slopes can be found in Tracts 2A and 2B.

Storm water runoff generated by basins EX-2 thru EX-6 drains into Valley View Drive, South along the street, and into the existing detention pond. These flows, along with

those associated with the pond area (EX-7) then discharge into a pond east of the Corrales Main Canal. Slopes within Valley View Drive vary from 0.75% to 1.2%.

Basins EX-8 thru EX-11 generally drain to the South and into the existing detention pond along the southern border of Tract 2B. The existing runoff generated by these basins is 29 cfs. The detention pond then discharges into the Corrales Main canal by way of two 30" CMP culverts.

Basin EX-1 is a long thin basin that encompasses half of Coors Blvd from Westside Drive to a point adjacent to basin EX-8. Basin EX-1 generates a peak flow of 19 cfs. Storm water runoff flows East into an earthen swale that parallels Coors Blvd. The swale generally follows the same slopes as the roadway of approximately 1% to 1.2%. At the intersection of Coors Blvd and Irving Blvd, an existing storm drain discharges 32 cfs into the existing swale. The swale eventually tapers off after crossing beneath Valley View Place. At this point, the runoff conveyed by the swale is returned to Coors Blvd. Shortly after the swale tapers off and the runoff returns to the street, curb and gutter begins. The flows then travel along the gutter and are intercepted by a combination inlet within the northbound off ramp from Paseo del Norte. The combination inlet then discharges these flows into the existing detention pond along the southern boundary of Tract 2B. The following table outlines the hydrological data of all existing basins.

Basin	Area, acres	Q <sub>100YR</sub> , cfs	V <sub>100YR</sub> , acft
EX-1	4.61	19.09	0.71
EX-2	1.44	5.82	0.21
EX-3	1.34	2.71	0.07
EX-4	1.13	4.58	0.17
EX-5	4.39	9.74	0.29
EX-6	1.72	5.11	0.16
EX-7	0.70	2.09	0.06
EX-8	2.25	6.70	0.20
EX-9	1.30	2.90	0.09
EX-10	2.89	5.86	0.16
EX-11	6.71	13.57	0.37
EX-30*	N/A	31.93	1.17

### Developed Conditions

(Refer to Plate 2 – Developed Conditions)

Developed conditions for this site will include the full development of existing vacant tracts within the proposed boundaries, the extension of Valley View Drive to a point south of Tract 3F1, the construction of a storm drain system in Valley View Drive, the construction of a storm drain system that will replace the swale paralleling Coors Blvd, and the construction of a detention facility within Tract 2B.

Basins D-2 thru D-7 and D-10 will all discharge freely into Valley View Drive. These developed flows will then be intercepted by the proposed storm drain system within Valley View Drive. Basin D-8 will drain south into a temporary desilting pond that discharges into the proposed Valley View Drive storm drain. The proposed storm drain will then discharge into a proposed detention facility near the northern boundary of tract 2B. The peak flow discharging to the proposed detention facility from said storm drain is 69-cfs (100yr, 6hr storm). The existing runoff discharged into the swale near Irving Blvd as well as flows generated by basin D-1 will be conveyed to the proposed detention facility by a structure yet to be determined. Basin D-9 encompasses the proposed detention facility. The overall peak flow discharging to the proposed detention facility is 118-cfs. The detention facility will be required to have a wet volume of 2.09 acre-feet (100yr, 6 hour storm). The allowable discharge from the proposed pond is equal to the existing flows generated by Basins EX-8 through EX-11 (~39-cfs). The emergency spillway for this proposed facility will be capable discharging a design flow of 118-cfs into the existing AMAFCA detention facility.

The proposed detention facility will capture a portion to the storm water originally slated to enter the AMAFCA regional detention facility in Tract 2B (Volume = 21.2 acft). Information regarding the volume and general area of this proposed regional pond can be found in Appendix E. The proposed detention pond will have no negative effect on downstream systems. The proposed structure that will convey the runoff from basin D-1 to the detention facility will require a drainage easement due to the lack of room within the Coors Blvd. right-of-way. The following table outlines the hydrological data for the developed basins.

Basin	Area, acres	Q <sub>100YR</sub> , cfs	V <sub>100YR</sub> , acft
D-1	3.14	13.00	0.48
D-2	1.44	5.82	0.21
D-3	1.34	5.39	0.20
D-4	1.13	4.58	0.17
D-5	4.39	17.69	0.65
D-6	0.70	2.82	0.10
D-7	1.31	5.25	0.19
D-8	2.89	11.65	0.43
D-9	1.90	3.85	0.11
D-10	3.97	15.90	0.58
D-30*	N/A	31.93	1.17

## Grading Plan

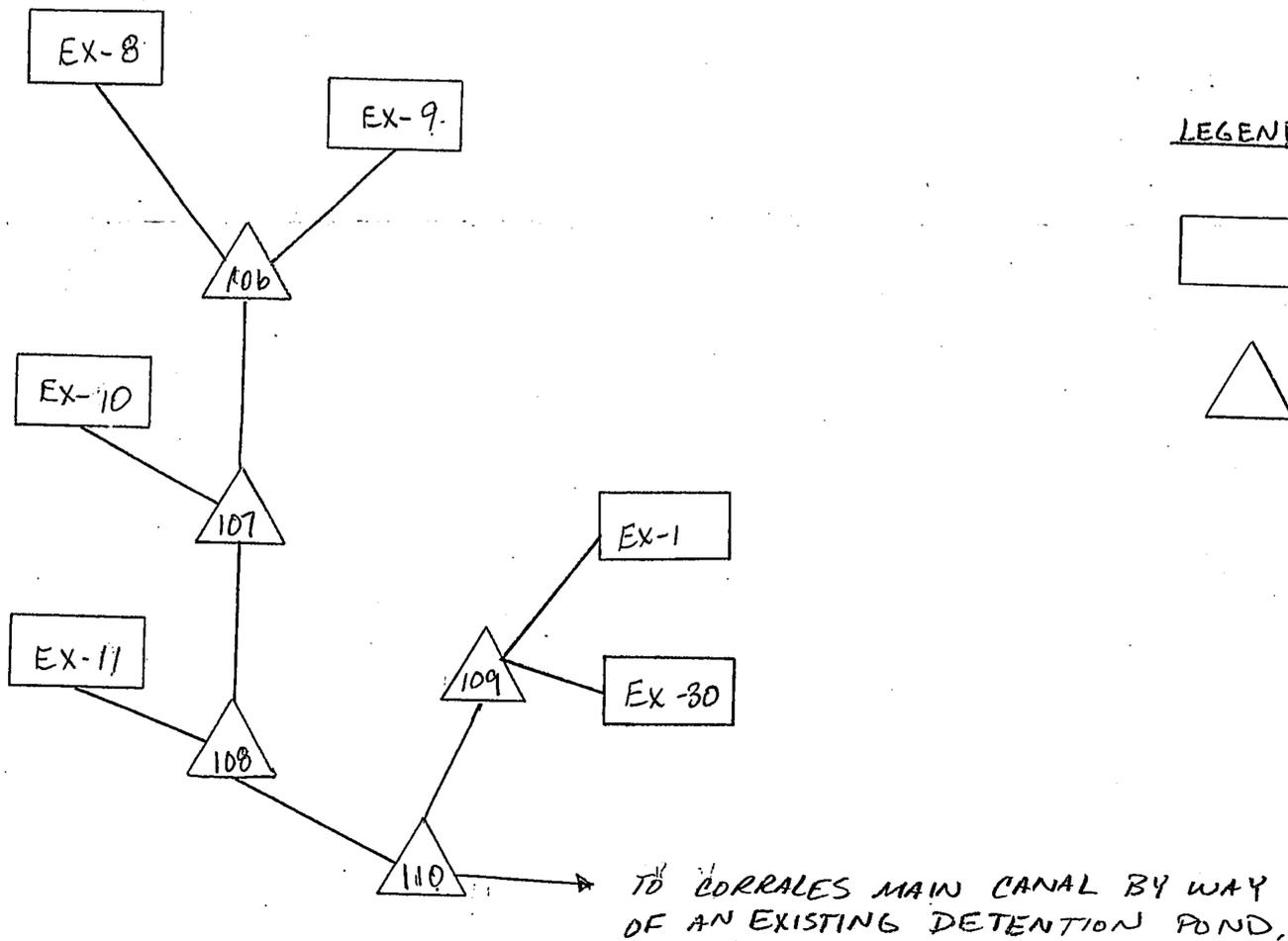
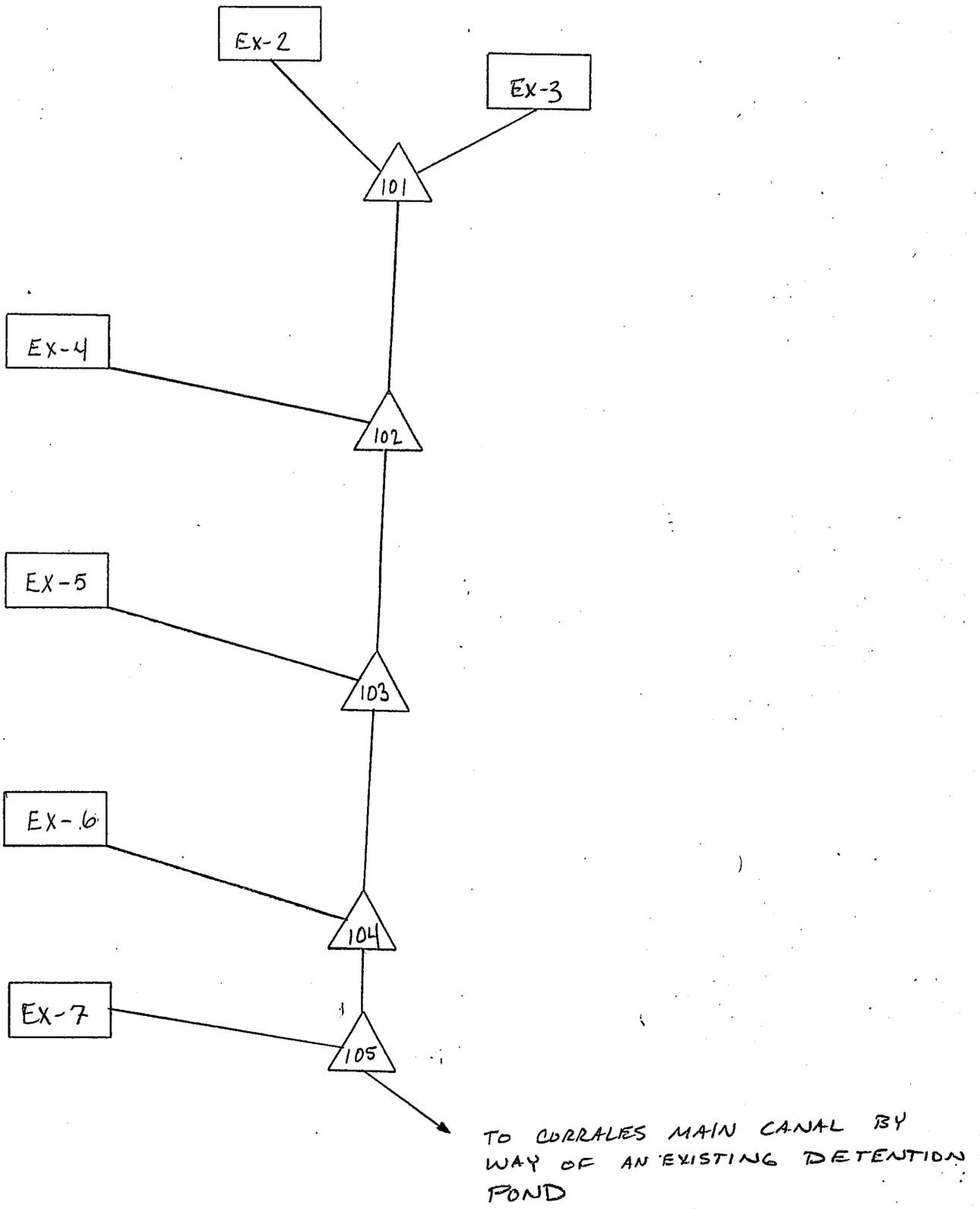
The Conceptual Grading Plan for Black Ranch Tracts 2 & 3 is attached as Plate 3. This sheet illustrates the overall grading concept for the areas of interest.

## Conclusion

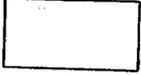
The analysis indicates that the proposed system is adequate to handle the storm runoff generated by onsite and offsite basins. Wilson & Company recommends that the proposed storm drain system undergo regular maintenance activities. This should include removing debris from grate inlets, as well as removing sediment buildup within the pipe system.

AHYMO FLOWCHART

~ EXISTING ~



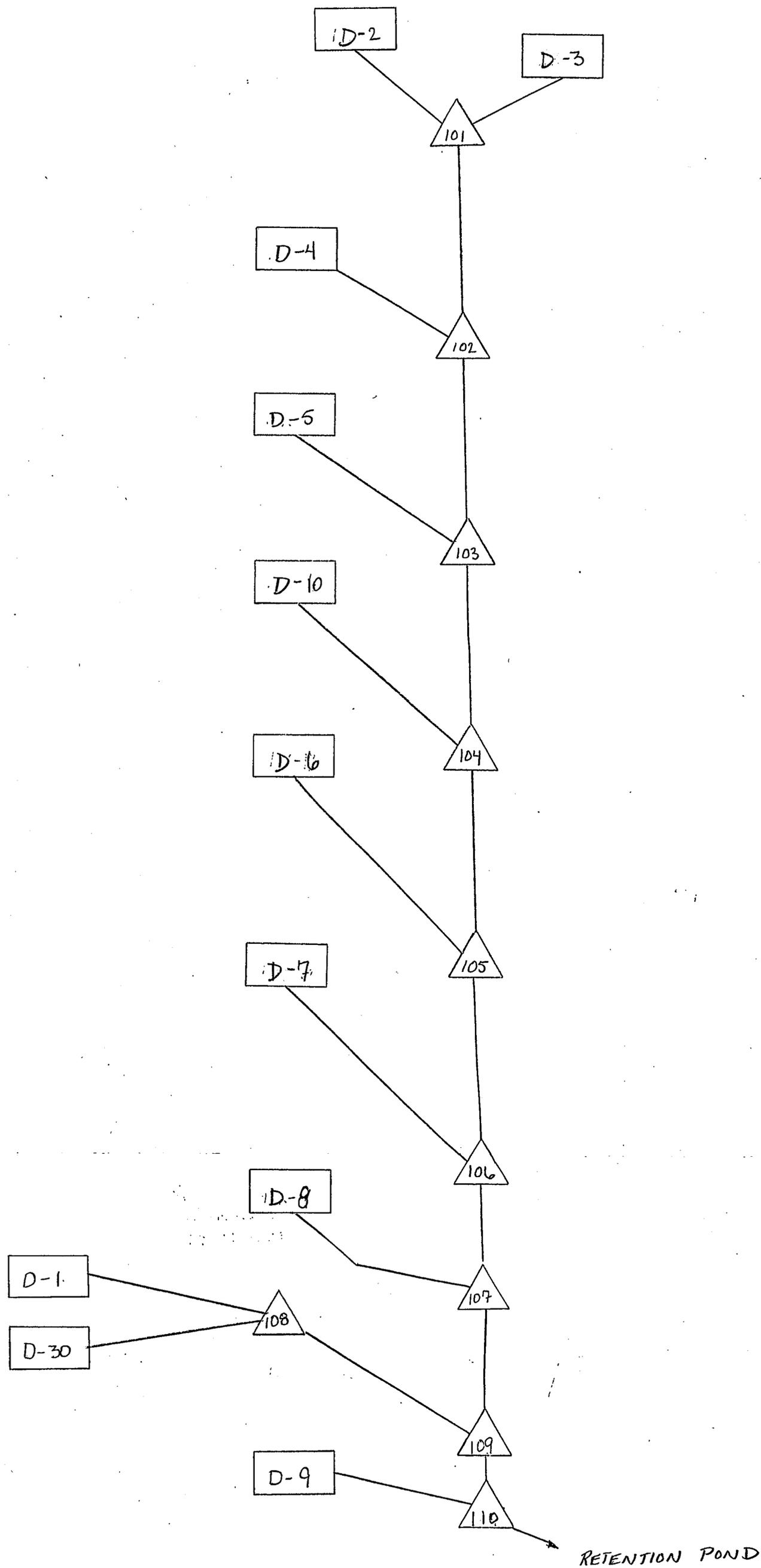
LEGEND

-  BASINS
-  ADD HYD

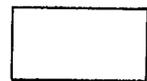


AHYMO FLOWCHART

~ PROPOSED ~



LEGEND



BASIN



ADD  
HYD



# Valley View Drive: AP-1 Worksheet for Irregular Channel

---

## Project Description

---

Worksheet	Valley View: AP-1
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Channel Depth

---



---

## Input Data

---

Slope	0.012000 ft/ft
Discharge	33.20 cfs

---



---

## Options

---

Current Roughness Method	Wetted Perimeter Method
Open Channel Weighting Method	Wetted Perimeter Method
Closed Channel Weighting Method	Horton's Method

---



---

## Results

---

Manning's Coefficient	0.017
Water Surface Elevation	99.64 ft
Elevation Range	99.13 to 100.00
Flow Area	8.9 ft <sup>2</sup>
Wetted Perimeter	37.08 ft
Top Width	36.31 ft
Actual Depth	0.51 ft
Critical Elevation	99.69 ft
Critical Slope	0.006517 ft/ft
Velocity	3.71 ft/s
Velocity Head	0.21 ft
Specific Energy	99.86 ft
Froude Number	1.32
Flow Type	Supercritical

---



---

## Roughness Segments

---

Start Station	End Station	Manning's Coefficient
0+00	0+56	0.017

---



---

## Natural Channel Points

---

Station (ft)	Elevation (ft)
0+00	100.00
0+10	99.80
0+10	99.13
0+12	99.26
0+28	99.58
0+44	99.26
0+46	99.13
0+46	99.80
0+56	100.00

---

## Valley View Drive: AP-2 Worksheet for Irregular Channel

---

### Project Description

Worksheet	Valley View: AP-2
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Channel Depth

---



---

### Input Data

Slope	0.007500 ft/ft
Discharge	22.76 cfs

---



---

### Options

Current Roughness Method	Modified Lotter's Method
Open Channel Weighting	Modified Lotter's Method
Closed Channel Weighting	Horton's Method

---



---

### Results

Manning's Coefficient	0.017
Water Surface Elevation	99.62 ft
Elevation Range	99.13 to 100.00
Flow Area	8.2 ft <sup>2</sup>
Wetted Perimeter	37.04 ft
Top Width	36.29 ft
Actual Depth	0.49 ft
Critical Elevation	99.63 ft
Critical Slope	0.007061 ft/ft
Velocity	2.77 ft/s
Velocity Head	0.12 ft
Specific Energy	99.74 ft
Froude Number	1.03
Flow Type	Supercritical

---



---

### Roughness Segments

Start Station	End Station	Manning's Coefficient
0+00	0+56	0.017

---



---

### Natural Channel Points

Station (ft)	Elevation (ft)
0+00	100.00
0+10	99.80
0+10	99.13
0+12	99.26
0+28	99.58
0+44	99.26
0+46	99.13
0+46	99.80
0+56	100.00

---

# Valley View Drive: AP-3 Worksheet for Irregular Channel

---

## Project Description

---

Worksheet	Valley View: AP-3
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Channel Depth

---



---

## Input Data

---

Slope	0.015500 ft/ft
Discharge	18.72 cfs

---



---

## Options

---

Current Roughness Method	Modified Lotter's Method
Open Channel Weighting Method	Modified Lotter's Method
Closed Channel Weighting Method	Horton's Method

---



---

## Results

---

Mannings Coefficient	0.017
Water Surface Elevation	99.55 ft
Elevation Range	99.13 to 100.00
Flow Area	5.7 ft <sup>2</sup>
Wetted Perimeter	33.85 ft
Top Width	33.21 ft
Actual Depth	0.42 ft
Critical Elevation	99.60 ft
Critical Slope	0.007362 ft/ft
Velocity	3.30 ft/s
Velocity Head	0.17 ft
Specific Energy	99.72 ft
Froude Number	1.41
Flow Type	Supercritical

---

Calculation Messages:  
Flow is divided.

---

## Roughness Segments

---

Start Station	End Station	Mannings Coefficient
0+00	0+56	0.017

---



---

## Natural Channel Points

---

Station (ft)	Elevation (ft)
0+00	100.00
0+10	99.80
0+10	99.13
0+12	99.26
0+28	99.58
0+44	99.26
0+46	99.13
0+46	99.80
0+56	100.00

---

# Valley View Drive: AP-4 Worksheet for Irregular Channel

---

## Project Description

---

Worksheet	Valley View: AP-4
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Channel Depth

---



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## Input Data

---

Slope	0.15500 ft/ft
Discharge	10.00 cfs

---



---

## Options

---

Current Roughness Method	Modified Lotter's Method
Open Channel Weighting Method	Modified Lotter's Method
Closed Channel Weighting Method	Horton's Method

---



---

## Results

---

Manning's Coefficient	0.017
Water Surface Elevation	99.48 ft
Elevation Range	99.13 to 100.00
Flow Area	3.5 ft <sup>2</sup>
Wetted Perimeter	26.46 ft
Top Width	25.93 ft
Actual Depth	0.35 ft
Critical Elevation	99.51 ft
Critical Slope	0.008085 ft/ft
Velocity	2.84 ft/s
Velocity Head	0.13 ft
Specific Energy	99.60 ft
Froude Number	1.36
Flow Type	Supercritical

---

Calculation Messages:  
Flow is divided.

---

## Roughness Segments

---

Start Station	End Station	Manning's Coefficient
0+00	0+56	0.017

---



---

## Natural Channel Points

---

Station (ft)	Elevation (ft)
0+00	100.00
0+10	99.80
0+10	99.13
0+12	99.26
0+28	99.58
0+44	99.26
0+46	99.13
0+46	99.80
0+56	100.00

---

# Valley View Drive: AP-5 Worksheet for Irregular Channel

---

## Project Description

Worksheet	Valley View: AP-5
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Channel Depth

---



---

## Input Data

Slope	0.0000 ft/ft
Discharge	2.00 cfs

---



---

## Options

Current Roughness Method	Modified Lotter's Method
Open Channel Weighting Method	Modified Lotter's Method
Closed Channel Weighting Method	Horton's Method

---



---

## Results

Manning's Coefficient	0.017
Water Surface Elevation	99.31 ft
Elevation Range	99.13 to 100.00
Flow Area	0.6 ft <sup>2</sup>
Wetted Perimeter	9.32 ft
Top Width	9.04 ft
Actual Depth	0.18 ft
Critical Elevation	99.36 ft
Critical Slope	0.009924 ft/ft
Velocity	3.40 ft/s
Velocity Head	0.18 ft
Specific Energy	99.49 ft
Froude Number	2.35
Flow Type	Supercritical

---

Calculation Messages:  
Flow is divided.

---

## Roughness Segments

Start Station	End Station	Manning's Coefficient
0+00	0+56	0.017

---



---

## Natural Channel Points

Station (ft)	Elevation (ft)
0+00	100.00
0+10	99.80
0+10	99.13
0+12	99.26
0+28	99.58
0+44	99.26
0+46	99.13
0+46	99.80
0+56	100.00

---

## Valley View Drive - DI-1A & 1B

### Worksheet for Combination Inlet On Grade

---

#### Project Description

---

Worksheet	DI-1A/1B
Type	Combination Inlet On
Solve For	Efficiency

---



---

#### Input Data

---

Discharge	16.60 cfs
Local Depression	2.7 in
Local Depression \	2.50 ft
Slope	0.012000 ft/ft
Gutter Width	2.00 ft
Gutter Cross Slope	0.062500 ft/ft
Road Cross Slope	0.020000 ft/ft
Mannings Coeffic	0.017
Curb Opening Len	7.45 ft
Grate Width	2.00 ft
Grate Length	2.95 ft
Grate Type	3 mm (P-1-7/8")
Clogging	25.0 %

---



---

#### Options

---

Calculation Opt	Use Both
Grate Flow Opt	Include None

---



---

#### Results

---

Efficiency	0.58
Intercepted Flow	9.63 cfs
Bypass Flow	6.97 cfs
Spread	20.10 ft
Depth	0.44 ft
Flow Area	3.3 ft <sup>2</sup>
Gutter Depression	1.0 in
Total Depression	3.8 in
Velocity	3.74 ft/s
Splash Over Velocity	8.56 ft/s
Frontal Flow Factor	1.00
Side Flow Factor	0.07
Grate Flow Ratio	0.39
Equivalent Cross Slope	0.054980 ft/ft
Active Grate Length	2.21 ft
Length Factor	0.15
Total Interception Len	34.04 ft

---

## Valley View Drive - DI-2A & 2B

### Worksheet for Combination Inlet On Grade

---

#### Project Description

---

Worksheet	DI-2A/2B
Type	Combination Inlet On
Solve For	Efficiency

---



---

#### Input Data

---

Discharge	11.38 cfs
Local Depression	2.7 in
Local Depression \	2.50 ft
Slope	0.007500 ft/ft
Gutter Width	2.00 ft
Gutter Cross Slope	0.062500 ft/ft
Road Cross Slope	0.020000 ft/ft
Mannings Coefficient	0.017
Curb Opening Length	7.45 ft
Grate Width	2.00 ft
Grate Length	2.95 ft
Grate Type	3 mm (P-1-7/8")
Clogging	25.0 %

---



---

#### Options

---

Calculation Opt	Use Both
Grate Flow Opt	Exclude None

---



---

#### Results

---

Efficiency	0.67
Intercepted Flow	7.65 cfs
Bypass Flow	3.73 cfs
Spread	19.02 ft
Depth	0.41 ft
Flow Area	2.7 ft <sup>2</sup>
Gutter Depression	1.0 in
Total Depression	3.8 in
Velocity	2.78 ft/s
Splash Over Velocity	8.56 ft/s
Frontal Flow Factor	1.00
Side Flow Factor	0.12
Grate Flow Ratio	0.43
Equivalent Cross Slope	0.056975 ft/ft
Active Grate Length	2.21 ft
Length Factor	0.21
Total Interception Length	24.69 ft

---

## Valley View Drive - DI-3A & 3B

### Worksheet for Combination Inlet On Grade

---

#### Project Description

---

Worksheet	DI-3A/3B
Type	Combination Inlet On
Solve For	Efficiency

---



---

#### Input Data

---

Discharge	9.36 cfs
Local Depression	2.7 in
Local Depression \	2.50 ft
Slope	0.010000 ft/ft
Gutter Width	2.00 ft
Gutter Cross Slope	0.062500 ft/ft
Road Cross Slope	0.020000 ft/ft
Mannings Coefficient	0.017
Curb Opening Length	7.45 ft
Grate Width	2.00 ft
Grate Length	2.95 ft
Grate Type	3 mm (P-1-7/8")
Clogging	25.0 %

---



---

#### Options

---

Calculation Opt	Use Both
Grate Flow Opt	Exclude None

---



---

#### Results

---

Efficiency	0.71
Intercepted Flow	6.66 cfs
Bypass Flow	2.70 cfs
Spread	16.65 ft
Depth	0.36 ft
Flow Area	2.0 ft <sup>2</sup>
Gutter Depression	1.0 in
Total Depression	3.8 in
Velocity	2.95 ft/s
Splash Over Velocity	8.56 ft/s
Frontal Flow Factor	1.00
Side Flow Factor	0.11
Grate Flow Ratio	0.49
Equivalent Cross Slope	0.062183 ft/ft
Active Grate Length	2.21 ft
Length Factor	0.22
Total Interception Length	23.53 ft

---

## Valley View Drive - DI-4A & 4B

### Worksheet for Combination Inlet On Grade

Project Description	
Worksheet	DI-4A/4B
Type	Combination Inlet On
Solve For	Efficiency

Input Data	
Discharge	5.00 cfs
Local Depression	2.7 in
Local Depression \	2.50 ft
Slope	0.017000 ft/ft
Gutter Width	2.00 ft
Gutter Cross Slope	0.062500 ft/ft
Road Cross Slope	0.020000 ft/ft
Mannings Coefficie	0.017
Curb Opening Len	7.45 ft
Grate Width	2.00 ft
Grate Length	3.33 ft
Grate Type	3 mm (P-1-7/8")
Clogging	25.0 %

Options	
Calculation Opt	Use Both
Grate Flow Opt	Include None

Results	
Efficiency	0.85
Intercepted Flow	4.23 cfs
Bypass Flow	0.77 cfs
Spread	11.62 ft
Depth	0.27 ft
Flow Area	0.9 ft <sup>2</sup>
Gutter Depression	1.0 in
Total Depression	3.8 in
Velocity	3.09 ft/s
Splash Over Velocity	9.10 ft/s
Frontal Flow Factor	1.00
Side Flow Factor	0.13
Grate Flow Ratio	0.69
Equivalent Cross Slope	0.079386 ft/ft
Active Grate Length	2.50 ft
Length Factor	0.27
Total Interception Len	18.31 ft

## Valley View Drive - DI-5A & 5B

### Worksheet for Combination Inlet On Grade

---

#### Project Description

---

Worksheet	DI-5A/5B
Type	Combination Inlet On
Solve For	Efficiency

---



---

#### Input Data

---

Discharge	1.00 cfs
Local Depression	2.7 in
Local Depression \	2.50 ft
Slope	0.080000 ft/ft
Gutter Width	2.00 ft
Gutter Cross Slope	0.062500 ft/ft
Road Cross Slope	0.020000 ft/ft
Mannings Coefficient	0.017
Curb Opening Length	7.45 ft
Grate Width	2.00 ft
Grate Length	2.95 ft
Grate Type	3 mm (P-1-7/8")
Clogging	25.0 %

---



---

#### Options

---

Calculation Opt	Use Both
Grate Flow Opt	Exclude None

---



---

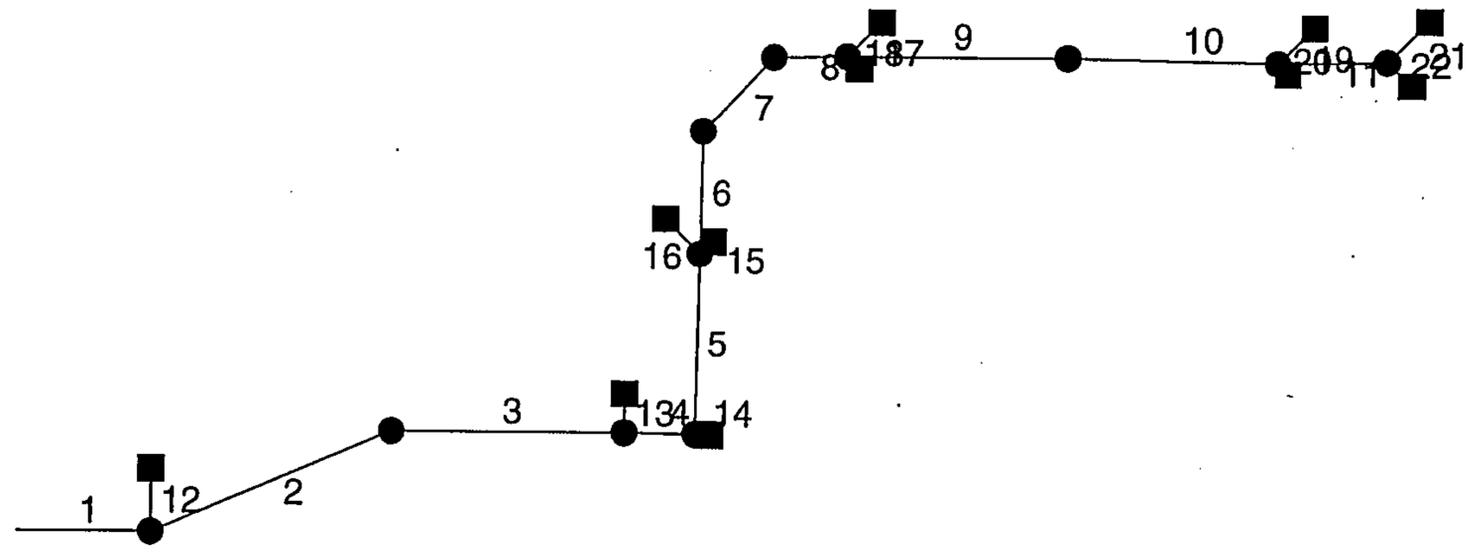
#### Results

---

Efficiency	1.00
Intercepted Flow	1.00 cfs
Bypass Flow	0.00 cfs
Spread	3.36 ft
Depth	0.10 ft
Flow Area	0.1 ft <sup>2</sup>
Gutter Depression	1.0 in
Total Depression	3.8 in
Velocity	3.88 ft/s
Splash Over Velocity	8.56 ft/s
Frontal Flow Factor	1.00
Side Flow Factor	0.07
Grate Flow Ratio	1.00
Equivalent Cross Slope	141759 ft/ft
Active Grate Length	2.21 ft
Length Factor	0.50
Total Interception Length	10.47 ft

---

# Hydraflow Plan View



COMP. JRW**EASTERLING  
& ASSOCIATES**

LOC.

FILE X2218061

CK.

A DIVISION OF  
**WILSON  
& COMPANY**PROJ. BLACK RANCHSHEET 1

DATE

11/08/02SUBJ. MINOR LOSS  
CALCS.

OF

NOTE:

REFER TO HYDRA FLOW SCHEMATIC FOR  
JUNCTION/MH LOCATIONS. ANALYSIS BEGINS  
DOWNSTREAM AND WORKS UPSTREAM.  
SEE DPM FOR PROCEDURES.

LINE 1

$$h_m = 0.05 \left( \frac{V^2}{2g} \right) = 0.05 (1.60) = 0.08$$

$$h_b = K_b \left( \frac{V^2}{2g} \right) \quad K_b = 0.2 \sqrt{\frac{A_1}{A_2}} = 0.10$$

$$= 0.10 (1.60) = 0.16$$

$$h_j = \frac{V_2^2}{2g} - \frac{V_1^2}{2g} - \frac{2 A_2}{A_1} \cdot \frac{V_3^2}{2g} \cdot \cos \theta$$

$$= 1.60 - 1.04 - 0 = 0.56$$

$$h_T = \sum h_i = 0.08 + 0.16 + 0.56 = 0.79'$$

$$JLC = \frac{h_T}{\left( \frac{V^2}{2g} \right)} = \frac{0.79}{1.59} = \underline{\underline{0.49}}$$

LINE 2

$$h_m = 0.05 (1.04) = 0.052'$$

$$h_b = 0.10 (1.04) = 0.104$$

$$h_T = 0.156'$$

$$JLC = \frac{0.156}{1.04} = \underline{\underline{0.15}}$$

LINE 3

$$h_m = 0.05 (1.04) = 0.052$$

$$h_j = 1.04 - 1.0 - 0 = 0.03$$

$$h_T = 0.052 + 0.03 = 0.082'$$

$$JLC = \frac{0.082}{1.04} = \underline{\underline{0.079}}$$



COMP. JRW**EASTERLING  
& ASSOCIATES**

LOC. \_\_\_\_\_

FILE \_\_\_\_\_

CK. \_\_\_\_\_

A DIVISION OF  
**WILSON  
& COMPANY**PROJ. BLACK RANCHSHEET 2DATE 11/8/02SUBJ. MINOR LOSS  
CALLS

OF \_\_\_\_\_

LINE 4

$$h_m = 0.05 (1.01) = 0.0505$$

$$h_b = 0.2 (1.01) = 0.202$$

$$K_b = 0.2 \sqrt{\frac{90}{190}} = 0.12$$

$$h_j = 1.01 = 0.99 - 2(0.5)(0.01)(1) = 0.01$$

$$h_T = 0.26'$$

$$JLC = \frac{0.24}{1.01} = \underline{0.26}$$

LINE 5

$$h_m = 0.05 (0.99) = 0.045$$

HEADLOSS DUE TO THE JUNCTION OF THE  
TWO LATERALS IS NEGATIVE, TO REMAIN  
CONSERVATIVE, A HEADLOSS OF  $\pm 0.10'$  WILL  
BE APPLIED INSTEAD.

$$h_T = 0.145'$$

$$JLC = \frac{0.145}{0.99} = \underline{0.146}$$

LINE 6

$$h_m = 0.05 (1.48) = 0.074$$

$$h_b = 0.093 (1.48) = 0.138$$

$$K_b = 0.2 \sqrt{\frac{42}{190}} = 0.093$$

$$h_T = 0.22'$$

$$JLC = \frac{0.212}{1.48} = \underline{0.143}$$

LINE 7

$$h_m = 0.05 (1.48) = 0.074$$

$$h_b = 0.14 (1.48) = 0.212$$

$$h_T = 0.286'$$

$$JLC = \frac{0.286}{1.48} = \underline{0.193}$$



COMP. JRW

# EASTERLING & ASSOCIATES

LOC.

FILE X2213061

CK.

A DIVISION OF  
**WILSON & COMPANY**

PROJ. BLACK RANCH

SHEET 3

DATE

11/08/02

SUBJ. MINOR LOSS  
CALCS.

OF

LINE 8

$$h_m = 0.05(1.48) = 0.074$$

$$h_j = 1.48 - 0.77 = 0.186 = 0.52'$$

$$h_f = 0.597'$$

$$JLC = \underline{\underline{0.410}}$$

LINE 9

$$h_m = 0.05(0.77) = 0.039$$

$$h_f = 0.039$$

$$JLC = \underline{\underline{0.05}}$$

LINE 10

$$h_m = 0.05(0.77) = 0.039$$

$$h_j = 0.77 - 0.58 - 0.246 = -0.05$$

USE ZERO TO BE CONSERVATIVE

$$h_f = 0.039'$$

$$JLC = \underline{\underline{0.05}}$$

LINE 11

$$h_m = 0.05(0.58) = 0.029$$

$$h_j = 0.58 - 0.46 = 1.06 = -0.94$$

USE ZERO

$$h_f = 0.029$$

$$JLC = \underline{\underline{0.05}}$$



# Hydraflow Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data							Line ID	
	Dnstr line No.	Line length (ft)	Defl angle (deg)	Junc type	Known Q (cfs)	Drng area (ac)	Runoff coeff (C)	Inlet time (min)	Invert El Dn (ft)	Line slope (%)	Invert El Up (ft)	Line size (In)	Line type	N value (n)	J-loss coeff (K)		Inlet/ Rim El (ft)
1	End	72.0	0.0	MH	0.00	0.00	0.00	0.0	4996.60	0.50	4996.96	36	Cir	0.013	0.49	5003.21	
2	1	141.0	-23.0	MH	0.00	0.00	0.00	0.0	4996.96	0.50	4997.66	36	Cir	0.013	0.14	5005.24	
3	2	127.0	23.0	MH	0.00	0.00	0.00	0.0	4997.66	0.50	4998.29	36	Cir	0.013	0.08	5006.23	
4	3	38.0	1.0	MH	0.00	0.00	0.00	0.0	4998.29	0.58	4998.51	36	Cir	0.013	0.26	5005.82	
5	4	98.0	-90.0	MH	0.00	0.00	0.00	0.0	4998.51	0.50	4999.00	36	Cir	0.013	0.15	5008.39	
6	5	67.0	0.0	MH	0.00	0.00	0.00	0.0	4999.00	0.75	4999.50	30	Cir	0.013	0.14	5009.25	
7	6	56.0	42.0	MH	0.00	0.00	0.00	0.0	4999.50	0.75	4999.92	30	Cir	0.013	0.19	5010.14	
8	7	40.0	46.0	MH	0.00	0.00	0.00	0.0	4999.92	1.50	5000.52	30	Cir	0.013	0.40	5010.79	
9	8	120.0	1.0	MH	0.00	0.00	0.00	0.0	5000.52	2.27	5003.24	30	Cir	0.013	0.05	5012.67	
10	9	113.0	1.0	MH	0.00	0.00	0.00	0.0	5003.24	2.44	5006.00	30	Cir	0.013	0.05	5014.44	
11	10	60.0	-2.0	MH	0.00	0.00	0.00	0.0	5006.00	1.67	5007.00	24	Cir	0.013	0.05	5015.09	
12	1	34.0	-90.0	DrGrt	11.65	0.00	0.00	0.0	4997.25	8.09	5000.00	18	Cir	0.013	0.00	5005.50	DESILT
13	3	21.0	-90.0	Comb	0.77	0.00	0.00	0.0	4999.04	1.05	4999.26	18	Cir	0.013	0.00	5007.50	DI-5A
14	4	8.0	0.0	Comb	0.77	0.00	0.00	0.0	4999.26	1.00	4999.34	18	Cir	0.013	0.00	5007.40	DI-5B
15	5	10.0	45.0	Comb	4.23	0.00	0.00	0.0	4999.75	1.00	4999.85	18	Cir	0.013	0.00	5012.00	DI-4B
16	5	27.0	-45.0	Comb	4.23	0.00	0.00	0.0	4999.75	1.00	5000.02	18	Cir	0.013	0.00	5012.00	DI-4A
17	8	26.0	-45.0	Comb	6.66	0.00	0.00	0.0	5001.02	3.19	5001.85	18	Cir	0.013	0.00	5014.50	DI-3A
18	8	9.0	45.0	Comb	6.66	0.00	0.00	0.0	5001.02	7.22	5001.67	18	Cir	0.013	0.00	5014.50	DI-3B
19	10	28.0	-45.0	Comb	7.65	0.00	0.00	0.0	5006.50	1.00	5006.78	18	Cir	0.013	0.00	5015.50	DI-2A
20	10	8.0	45.0	Comb	7.65	0.00	0.00	0.0	5006.50	1.00	5006.58	18	Cir	0.013	0.00	5015.50	DI-2B
21	11	31.0	-45.0	Comb	9.63	0.00	0.00	0.0	5007.00	0.97	5007.30	18	Cir	0.013	0.00	5015.45	DI-1A

Project File: vv-sd-110802.stm

IDF File: sampleFHA.IDF

Total number of lines: 22

Date: 11-14-2002

# Hydratlow Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data							Line ID	
	Dnstr line No.	Line length (ft)	Defl angle (deg)	Junc type	Known Q (cfs)	Drng area (ac)	Runoff coeff (C)	Inlet time (min)	Invert El Dn (ft)	Line slope (%)	Invert El Up (ft)	Line size (in)	Line type	N value (n)	J-loss coeff (K)		Inlet/ Rim El (ft)
22	11	18.0	45.0	Comb	9.63	0.00	0.00	0.0	5007.00	1.00	5007.18	18	Cir	0.013	0.00	5015.50	DI-1B
Project File: vv-sd-110802.stm					IDF File: sampleFHA.IDF					Total number of lines: 22					Date: 11-14-2002		

# Hydraflow Summary Report

Line No.	Line ID	Flow rate (cfs)	Line size (in)	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line slope (%)	HGL down (ft)	HGL up (ft)	Minor loss (ft)	Dns line No.
1		69.53	36 c	72.0	4996.60	4996.96	0.500	4999.27*	5000.21*	0.74	End
2		57.88	36 c	141.0	4996.96	4997.66	0.497	5000.94*	5002.01*	0.15	1
3		57.88	36 c	127.0	4997.66	4998.29	0.496	5002.15*	5003.11*	0.08	2
4		57.11	36 c	38.0	4998.29	4998.51	0.578	5003.19*	5003.47*	0.26	3
5		56.34	36 c	98.0	4998.51	4999.00	0.500	5003.74*	5004.44*	0.15	4
6		47.88	30 c	67.0	4999.00	4999.50	0.746	5004.58*	5005.50*	0.21	5
7		47.88	30 c	56.0	4999.50	4999.92	0.750	5005.71*	5006.47*	0.28	6
8		47.88	30 c	40.0	4999.92	5000.52	1.500	5006.75*	5007.30*	0.59	7
9		34.56	30 c	120.0	5000.52	5003.24	2.267	5007.89*	5008.74*	0.04	8
10		34.56	30 c	113.0	5003.24	5006.00	2.442	5008.78*	5009.58*	0.04	9
11		19.26	24 c	60.0	5006.00	5007.00	1.667	5009.62*	5010.06*	0.03	10
12	DESILT	11.65	18 c	34.0	4997.25	5000.00	8.088	5000.94	5001.30	0.00	1
13	DI-5A	0.77	18 c	21.0	4999.04	4999.26	1.046	5003.19*	5003.19*	0.00	3
14	DI-5B	0.77	18 c	8.0	4999.26	4999.34	1.001	5003.74*	5003.74*	0.00	4
15	DI-4B	4.23	18 c	10.0	4999.75	4999.85	1.001	5004.58*	5004.60*	0.00	5
16	DI-4A	4.23	18 c	27.0	4999.75	5000.02	1.000	5004.58*	5004.63*	0.00	5
17	DI-3A	6.66	18 c	26.0	5001.02	5001.85	3.193	5007.89*	5007.99*	0.00	8
18	DI-3B	6.66	18 c	9.0	5001.02	5001.67	7.221	5007.89*	5007.92*	0.00	8
19	DI-2A	7.65	18 c	28.0	5006.50	5006.78	0.999	5009.62*	5009.77*	0.00	10
20	DI-2B	7.65	18 c	8.0	5006.50	5006.58	1.001	5009.62*	5009.66*	0.00	10
21	DI-1A	9.63	18 c	31.0	5007.00	5007.30	0.967	5010.09*	5010.35*	0.00	11
22	DI-1B	9.63	18 c	18.0	5007.00	5007.18	1.001	5010.09*	5010.24*	0.00	11

Project File: vv-sd-110802.stm

IDF File: sampleFHA.IDF

Total No. Lines: 22

Run Date: 11-14-2002

NOTES: c = circular; e = elliptical; b = box; Return period = 100 Yrs.; \* Indicates surcharge condition.

# Hydrarrow Inlet Report

Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q byp (cfs)	Junc type	Curb Inlet		Grate Inlet			Gutter						Inlet			Byp line No	
							Ht (in)	L (ft)	area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	depth (ft)	spread (ft)	depth (ft)	spread (ft)		Dep (in)
1		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	Off
2		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	1
3		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	2
4		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	3
5		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	4
6		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	5
7		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	6
8		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	7
9		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	8
10		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	9
11		0.00	0.00	0.00	0.00	MH	0.0	0.00	0.00	0.00	0.00	0.000	0.00	0.000	0.000	0.013	0.00	0.00	0.00	0.00	0.0	10
12		11.65*	0.00	11.65	0.00	DrGrt	0.0	0.00	6.95	3.33	2.00	Sag	2.50	0.020	0.020	0.000	0.65	67.96	0.65	67.96	0.0	1
13		0.77*	0.00	0.77	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.050	2.50	0.063	0.020	0.013	0.14	2.22	0.17	1.53	2.75	3
14		0.77*	0.00	0.77	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.050	2.50	0.063	0.020	0.013	0.14	2.22	0.17	1.53	2.75	4
15		4.23*	0.00	4.23	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.010	2.50	0.063	0.020	0.013	0.32	10.63	0.41	8.94	2.75	5
16		4.23*	0.00	4.23	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.010	2.50	0.063	0.020	0.013	0.32	10.63	0.41	8.94	2.75	5
17		6.66*	0.00	6.66	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.41	15.12	0.50	13.74	2.75	8
18		6.66*	0.00	6.66	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.41	15.12	0.50	13.74	2.75	8
19		7.65*	0.00	7.65	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.42	15.62	0.52	14.64	2.75	10
20		7.65*	0.00	7.65	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.42	15.62	0.52	14.64	2.75	10
21		9.63*	0.00	9.63	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.45	17.12	0.55	16.29	2.75	11
22		9.63*	0.00	9.63	0.00	Comb	8.0	7.45	0.00	3.33	2.00	0.005	2.50	0.063	0.020	0.013	0.45	17.12	0.55	16.29	2.75	11

Project File: vv-sd-110802.stm      I-D-F File: sampleFHA.IDF      Total number of lines: 22      Run Date: 11-14-2002

NOTES: Inlet N-Values = 0.016 ; Intensity = 127.16 / (Inlet time + 17.80) ^ 0.82; Return period = 100 Yrs. ; \* Indicates Known Q added

# Hydrarrow Hydraulic Grade Line Computations

Line	Size (in)	Q (cfs)	Downstream								Len (ft)	Upstream								Check		JL coeff (K)	Minor loss (ft)
			Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)		Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)	Ave Sf (%)	Enrgy loss (ft)		
1	36	69.53	4996.60	4999.27	2.67	6.65	10.46	1.70	5000.97	0.966	72.0	4996.96	5000.21	3.00	7.07	9.84	1.50	5001.71	1.087	1.027	0.739	0.49	0.74
2	36	57.88	4996.96	5000.94	3.00	7.07	8.19	1.04	5001.99	0.753	141	4997.66	5002.01	3.00	7.07	8.19	1.04	5003.05	0.753	0.753	1.062	0.14	0.15
3	36	57.88	4997.66	5002.15	3.00	7.07	8.19	1.04	5003.20	0.753	127	4998.29	5003.11	3.00	7.07	8.19	1.04	5004.15	0.753	0.753	0.957	0.08	0.08
4	36	57.11	4998.29	5003.19	3.00	7.07	8.08	1.02	5004.21	0.734	38.0	4998.51	5003.47	3.00	7.07	8.08	1.01	5004.49	0.733	0.733	0.279	0.26	0.26
5	36	56.34	4998.51	5003.74	3.00	7.07	7.97	0.99	5004.73	0.714	98.0	4999.00	5004.44	3.00	7.07	7.97	0.99	5005.42	0.714	0.714	0.700	0.15	0.15
6	30	47.88	4999.00	5004.58	2.50	4.91	9.76	1.48	5006.06	1.364	67.0	4999.50	5005.50	2.50	4.91	9.75	1.48	5006.98	1.363	1.363	0.913	0.14	0.21
7	30	47.88	4999.50	5005.71	2.50	4.91	9.76	1.48	5007.19	1.364	56.0	4999.92	5006.47	2.50	4.91	9.75	1.48	5007.95	1.363	1.363	0.763	0.19	0.28
8	30	47.88	4999.92	5006.75	2.50	4.91	9.76	1.48	5008.23	1.364	40.0	5000.52	5007.30	2.50	4.91	9.75	1.48	5008.78	1.363	1.363	0.545	0.40	0.59
9	30	34.56	5000.52	5007.89	2.50	4.91	7.04	0.77	5008.66	0.710	120	5003.24	5008.74	2.50	4.91	7.04	0.77	5009.51	0.710	0.710	0.852	0.05	0.04
10	30	34.56	5003.24	5008.78	2.50	4.91	7.04	0.77	5009.55	0.710	113	5006.00	5009.58	2.50	4.91	7.04	0.77	5010.35	0.710	0.710	0.803	0.05	0.04
11	24	19.26	5006.00	5009.62	2.00	3.14	6.13	0.58	5010.21	0.725	60.0	5007.00	5010.06	2.00	3.14	6.13	0.58	5010.64	0.725	0.725	0.435	0.05	0.03
12	18	11.65	4997.25	5000.94	1.50	1.77	6.59	0.68	5001.62	1.231	34.0	5000.00	5001.30	1.30**	1.63	7.15	0.79	5002.10	1.125	1.178	N/A	0.00	0.00
13	18	0.77	4999.04	5003.19	1.50	1.77	0.44	0.00	5003.20	0.005	21.0	4999.26	5003.19	1.50	1.77	0.44	0.00	5003.20	0.005	0.005	0.001	0.00	0.00
14	18	0.77	4999.26	5003.74	1.50	1.77	0.44	0.00	5003.74	0.005	8.0	4999.34	5003.74	1.50	1.77	0.44	0.00	5003.74	0.005	0.005	0.000	0.00	0.00
15	18	4.23	4999.75	5004.58	1.50	1.77	2.39	0.09	5004.67	0.162	10.0	4999.85	5004.60	1.50	1.77	2.39	0.09	5004.69	0.162	0.162	0.016	0.00	0.00
16	18	4.23	4999.75	5004.58	1.50	1.77	2.39	0.09	5004.67	0.162	27.0	5000.02	5004.63	1.50	1.77	2.39	0.09	5004.72	0.162	0.162	0.044	0.00	0.00
17	18	6.66	5001.02	5007.89	1.50	1.77	3.77	0.22	5008.11	0.402	26.0	5001.85	5007.99	1.50	1.77	3.77	0.22	5008.21	0.402	0.402	0.105	0.00	0.00
18	18	6.66	5001.02	5007.89	1.50	1.77	3.77	0.22	5008.11	0.402	9.0	5001.67	5007.92	1.50	1.77	3.77	0.22	5008.15	0.402	0.402	0.036	0.00	0.00
19	18	7.65	5006.50	5009.62	1.50	1.77	4.33	0.29	5009.91	0.531	28.0	5006.78	5009.77	1.50	1.77	4.33	0.29	5010.06	0.531	0.531	0.149	0.00	0.00
20	18	7.65	5006.50	5009.62	1.50	1.77	4.33	0.29	5009.91	0.531	8.0	5006.58	5009.66	1.50	1.77	4.33	0.29	5009.96	0.531	0.531	0.042	0.00	0.00
21	18	9.63	5007.00	5010.09	1.50	1.77	5.45	0.46	5010.55	0.841	31.0	5007.30	5010.35	1.50	1.77	5.45	0.46	5010.81	0.841	0.841	0.261	0.00	0.00

Project File: vv-sd-110802.stm      IDF File: sampleFHA.IDF      Total number of lines: 22      Run Date: 11-14-2002

NOTES: Initial tailwater elevation = 4999.27 (ft) , \* Normal depth assumed., \*\* Critical depth assumed.

# Hydrflow Hydraulic Grade Line Computations

Line	Size (in)	Q (cfs)	Downstream								Len (ft)	Upstream								Check		JL coeff (K)	Minor loss (ft)
			Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)		Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)	Ave Sf (%)	Enrgy loss (ft)		
22	18	9.63	5007.00	5010.09	1.50	1.77	5.45	0.46	5010.55	0.841	18.0	5007.18	5010.24	1.50	1.77	5.45	0.46	5010.70	0.841	0.841	0.151	0.00	0.00

Project File: vv-sd-110802.stm      IDF File: sampleFHA.IDF      Total number of lines: 22      Run Date: 11-14-2002

NOTES: Initial tailwater elevation = 4999.27 (ft), \* Normal depth assumed., \*\* Critical depth assumed.

# Hydraflow Plan View



# Hydrarrow Storm Sewer Inventory Report

Line No.	Alignment				Flow Data				Physical Data							Line ID	
	Dnstr line No.	Line length (ft)	Defl angle (deg)	Junc type	Known Q (cfs)	Drng area (ac)	Runoff coeff (C)	Inlet time (min)	Invert El Dn (ft)	Line slope (%)	Invert El Up (ft)	Line size (in)	Line type	N value (n)	J-loss coeff (K)		Inlet/ Rim El (ft)
1	End	35.0	-90.0	MH	0.00	0.00	0.00	0.0	4999.00	1.00	4999.35	30	Cir	0.013	0.25	5005.00	
2	1	217.0	90.0	MH	0.00	0.00	0.00	0.0	4999.35	2.37	5004.49	30	Cir	0.013	0.05	5011.00	
3	2	319.0	0.0	MH	0.00	0.00	0.00	0.0	5004.49	2.25	5011.67	30	Cir	0.013	0.05	5016.00	
4	3	166.0	-1.0	MH	0.00	0.00	0.00	0.0	5011.67	2.60	5015.98	30	Cir	0.013	0.05	5020.00	
5	4	35.0	-45.0	MH	0.00	0.00	0.00	0.0	5015.98	2.37	5016.81	30	Cir	0.013	0.15	5020.00	
6	5	176.0	45.0	MH	48.00	0.00	0.00	0.0	5016.81	2.37	5020.98	30	Cir	0.013	0.15	5024.00	
Project File: COORS.stm					IDF File: sampleFHA.IDF					Total number of lines: 6				Date: 11-12-2002			

# Hydraflow Summary Report

Line No.	Line ID	Flow rate (cfs)	Line size (in)	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line slope (%)	HGL down (ft)	HGL up (ft)	Minor loss (ft)	Dns line No.	
1		48.00	30 c	35.0	4999.00	4999.35	1.000	5001.50*	5001.98*	0.37	End	
2		48.00	30 c	217.0	4999.35	5004.49	2.369	5002.35	5006.77	0.08	1	
3		48.00	30 c	319.0	5004.49	5011.67	2.251	5006.85	5013.95	0.08	2	
4		48.00	30 c	166.0	5011.67	5015.98	2.596	5014.03	5018.26	0.08	3	
5		48.00	30 c	35.0	5015.98	5016.81	2.372	5018.34	5019.09	0.24	4	
6		48.00	30 c	176.0	5016.81	5020.98	2.369	5019.33	5023.26	0.24	5	
Project File: COORS.stm		IDF File: sampleFHA.IDF			Total No. Lines: 6			Run Date: 11-12-2002				
NOTES: c = circular; e = elliptical; b = box; Return period = 100 Yrs.; * Indicates surcharge condition.												

# Hydrarrow Hydraulic Grade Line Computations

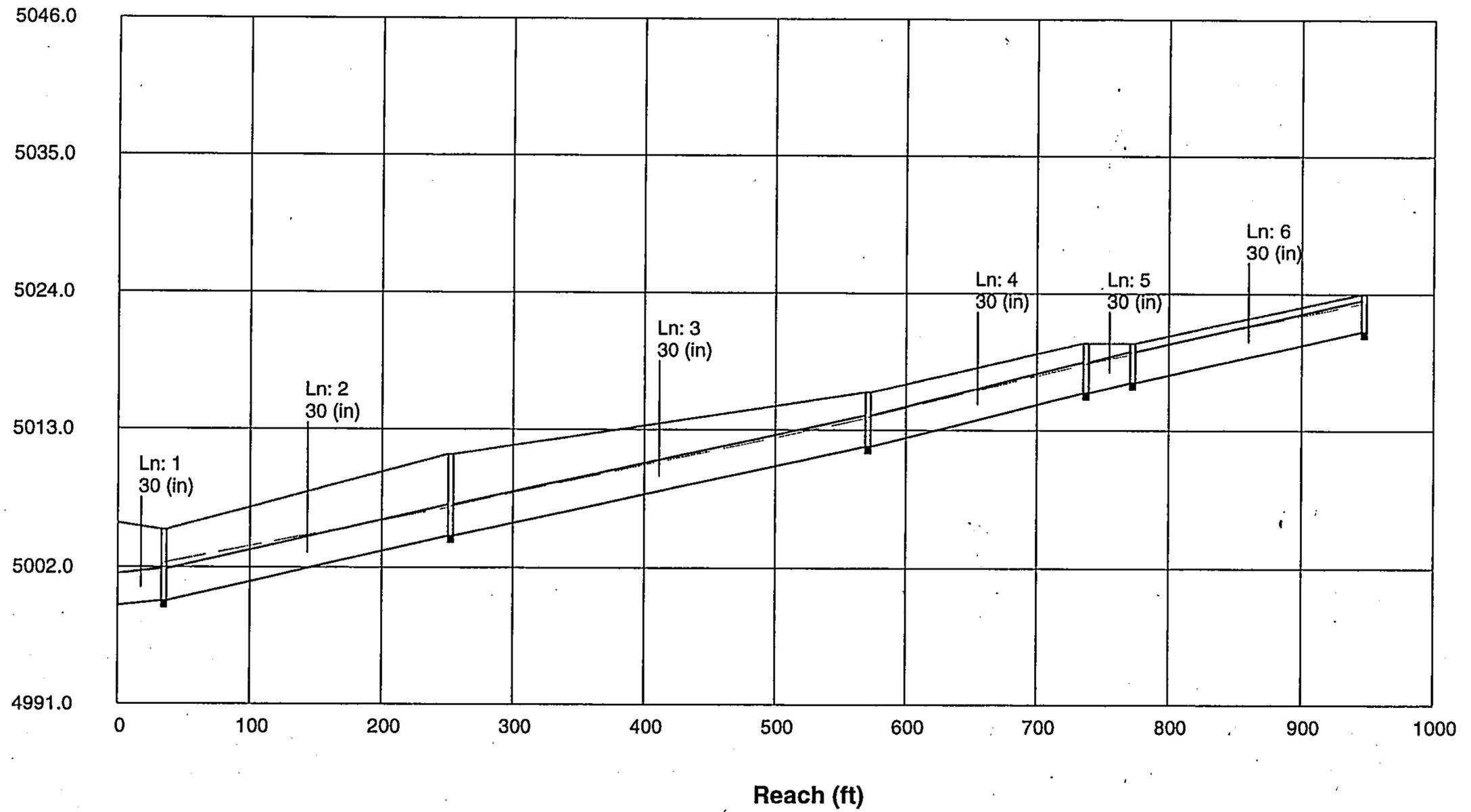
Line	Size (in)	Q (cfs)	Downstream								Len (ft)	Upstream								Check		JL coeff (K)	Minor loss (ft)
			Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)		Invert elev (ft)	HGL elev (ft)	Depth (ft)	Area (sqft)	Vel (ft/s)	Vel head (ft)	EGL elev (ft)	Sf (%)	Ave Sf (%)	Enrgy loss (ft)		
1	30	48.00	4999.00	5001.50	2.50	4.91	9.78	1.49	5002.99	1.370	35.0	4999.35	5001.98	2.50	4.91	9.78	1.49	5003.47	1.370	1.370	0.480	0.25	0.37
2	30	48.00	4999.35	5002.35	2.50	4.91	9.78	1.49	5003.84	1.370	217	5004.49	5006.77	2.28**	4.69	10.23	1.63	5008.39	1.195	1.283	N/A	0.05	0.08
3	30	48.00	5004.49	5006.85	2.36	4.80	10.00	1.56	5008.40	1.184	319	5011.67	5013.95	2.28**	4.69	10.23	1.63	5015.57	1.195	1.190	N/A	0.05	0.08
4	30	48.00	5011.67	5014.03	2.36	4.80	10.00	1.56	5015.58	1.184	166	5015.98	5018.26	2.28**	4.69	10.23	1.63	5019.88	1.195	1.190	N/A	0.05	0.08
5	30	48.00	5015.98	5018.34	2.36	4.80	10.00	1.56	5019.89	1.184	35.0	5016.81	5019.09	2.28**	4.69	10.23	1.63	5020.71	1.195	1.190	N/A	0.15	0.24
6	30	48.00	5016.81	5019.33	2.50	4.91	9.78	1.49	5020.82	1.370	176	5020.98	5023.26	2.28**	4.69	10.23	1.63	5024.88	1.195	1.283	N/A	0.15	0.24

Project File: COORS.stm      IDF File: sampleFHA.IDF      Total number of lines: 6      Run Date: 11-12-2002

NOTES: Initial tailwater elevation = 5001.5 (ft), \* Normal depth assumed., \*\* Critical depth assumed.

# Storm Sewer Profile

Elev. (ft)



2/04

764781

File  
C13/D25E

### PRIVATE FACILITY DRAINAGE COVENANT

This Drainage Covenant, between Black Development Two, LLC whose address is 3613 NMSR 528, Suite H, 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 Owner signs this Covenant.

1. Recital. The Owner is the owner of the following described real property located at Tract 2A-2, Black Ranch within projected section 18, Township 11 North, Range 3 East, New Mexico Principal Meridian, Town of Alameda Grant, City of Albuquerque, (October 2002) in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. Description and Construction of Drainage Facility. The Owner shall construct the following "Drainage Facility" within the Property at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City: Temporary Desilting Pond with CMP riser  
The Drainage Facility is more particularly described in Exhibit A and B attached hereto and made a part hereof.

3. Maintenance of Drainage Facility. The Owner shall maintain the Drainage Facility at the Owner's sole cost in accordance with the approved Drainage Report and plans.

4. Benefit to Property. The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. Inspection of Drainage Facility. The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.



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7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractor or subcontractors to perform any act or duty required of the Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will 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 respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's Property and constitute covenants running with the Owner's Property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with the concurrence of the City Engineer.

10. Entire Covenant. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.





OWNER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on March 6, 2003  
by John F. Black, Managing Partner, on behalf of  
Black Development II

Notary Public Sharon L. Hollins

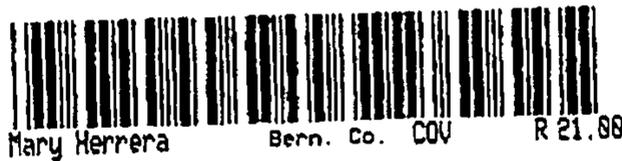
My Commission Expires:

Nov. 29, 2003



OFFICIAL SEAL  
Sharon L. Hollins  
NOTARY PUBLIC STATE OF NEW MEXICO  
My commission expires: 11/29/03

[EXHIBIT A ATTACHED]

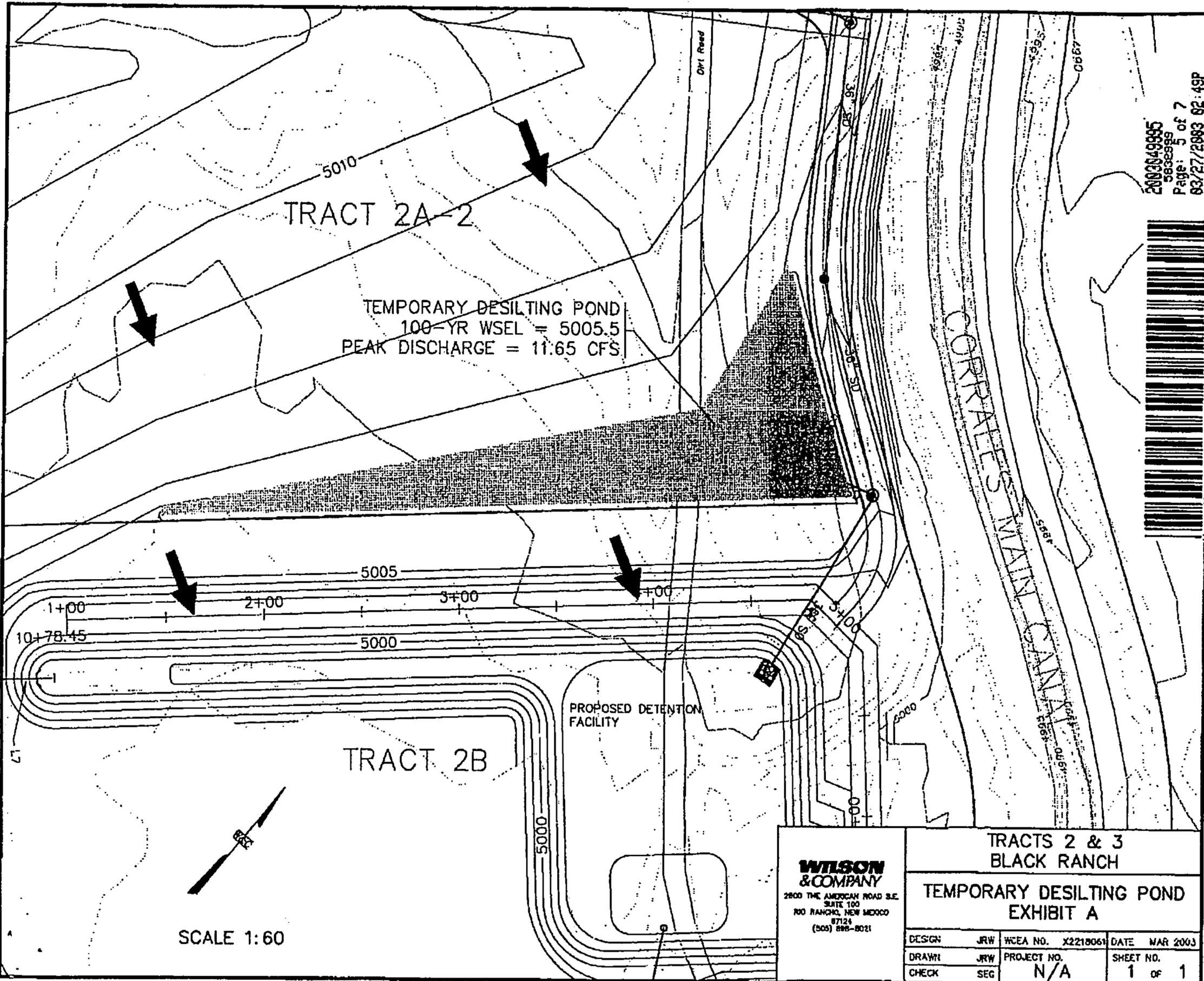


Mary Herrera

Bern. Co. COV

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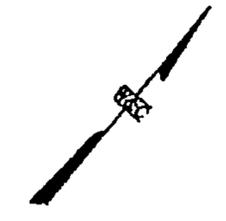
TRACT 2A-2

TEMPORARY DESILTING POND  
 100-YR WSEL = 5005.5  
 PEAK DISCHARGE = 11.65 CFS

TRACT 2B

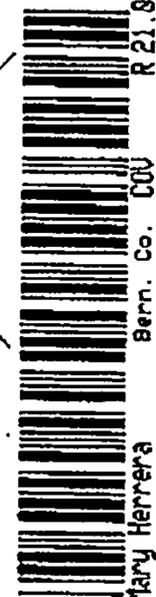
PROPOSED DETENTION FACILITY

CORRALES MAIN CANYON



SCALE 1:60

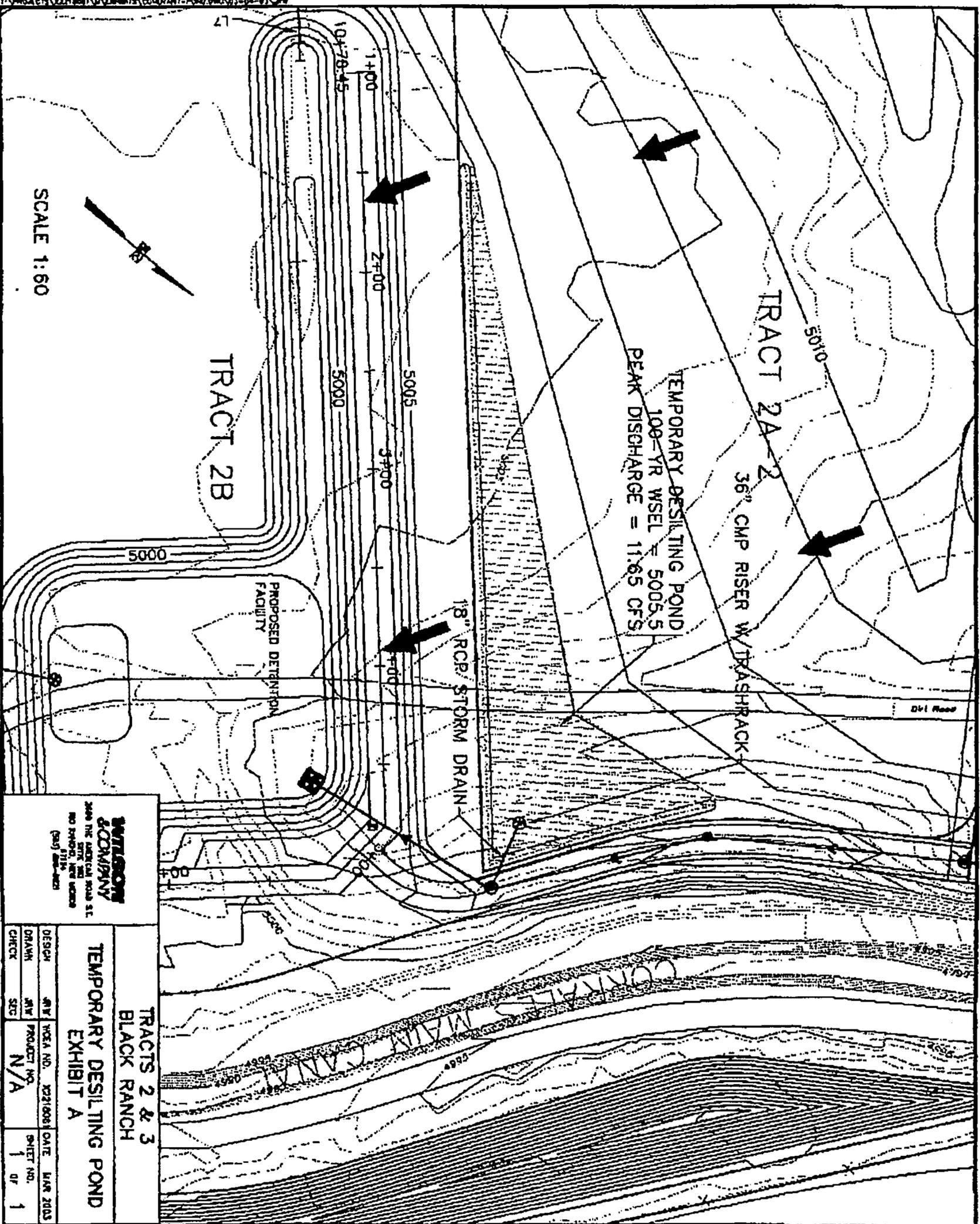
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Mary Herrera Bern. Co. COU

<b>WILSON &amp; COMPANY</b> 2800 THE AMERICAN ROAD S.E. SUITE 100 RIO RANCHO, NEW MEXICO 87124 (505) 896-8021				<b>TRACTS 2 &amp; 3          BLACK RANCH</b>	
<b>TEMPORARY DESILTING POND          EXHIBIT A</b>				DESIGN JRW DRAWN JRW CHECK SEG	WCEA NO. X2218061 PROJECT NO. N/A
DATE MAR 2003 SHEET NO. 1 of 1					

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SCALE 1:60

TRACT 2B

TRACT 2A

TEMPORARY DESILTING POND  
100-YR WSEL = 5005.5  
PEAK DISCHARGE = 11.65 CFS

36" CMP RISER W/ TRASHRACK

18" RCP STORM DRAIN

PROPOSED DETENTION FACILITY

**WATSON COMPANY**  
3640 THE SAGEHAWK ROAD SE  
NO. 10000, NEW BERNE  
(919) 666-1000

TRACTS 2 & 3 BLACK RANCH			
TEMPORARY DESILTING POND EXHIBIT A			
DESIGN	DATE	DATE	DATE
DRAWN	DATE	DATE	DATE
CHECK	DATE	DATE	DATE
DESIGN	PROJECT NO.	DATE	SHEET NO.
DRAWN	N/A	MAR 2003	1 OF 1
CHECK			

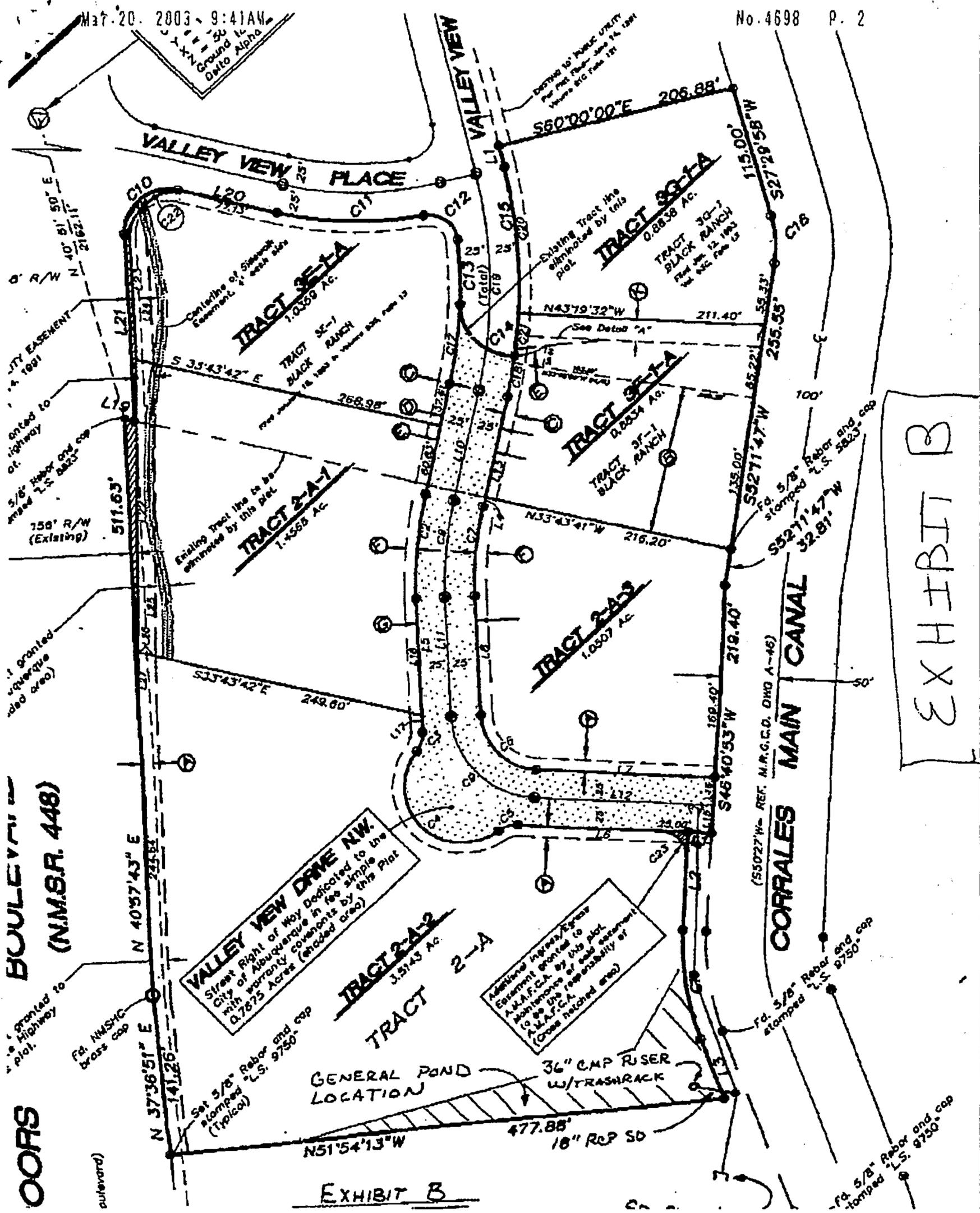


EXHIBIT B



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