

July 21, 1997

Martin J. Chávez, Mayor

Shahab Biazar, P.E. 4421 McLeod Road NE Suite D Albuquerque, NM 87109

MARKET PLACE AT JOURNAL CENTER (D17-D3B1). UPDATED GRADING PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED JULY 15, 1997.

Dear Mr. Biazar:

Based on the updated information provided on your July 15, 1997 submittal, the above referenced plan is approved for Building Permit.

Prior to Certificate of Occupancy approval, an Engineer's Certification will be required. Be certain to certify the drawing approved per this letter (stamped 7-15-97).

If I can be of further assistance, please feel free to contact me at 924-3984.

Engineering Assoc./Hyd.

Andrew Garcia C:

File





P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Curtin

April 4, 1994

James Topmiller, P.E. Bohannan-Huston, Inc. 7500 Jefferson NE Albuquerque, N.M. 87109

RE: ENGINEER'S CERTIFICATION FOR SUNWEST BANK @ JOURNAL CENTER (D-17/D3B)
RECEIVED MARCH 22, 1994 FOR CERTIFICATE OF OCCUPANCY APPROVAL AND
FINANCIAL GUARRANTY RELEASE; ENGINEER'S STAMP DATED 3/12/94

Dear Mr. Topmiller:

Based on the information included in the submittal referenced above, City Hydrology approves this project for Certificate of Occupancy and Financial Guarranty release.

If I can be of further assistance, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E. Civil Engineer/Hydrology

c: Andrew Garcia Lynda-Michelle DeVanti; Project No. 4656.80

WPHYD/7449/jpc



P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 11, 1994

CERTIFICATE OF COMPLETION AND ACCEPTANCE ** REVISED**

Journal Center Corporation 7777 Jefferson N.E. Albuquerque, NM 87109

RE: PROJECT NO. 4656.80 JOURNAL CENTER SUNWEST BANK

(MAP D-17)

Dear Sirs:

This is to certify that the City of Albuquerque accepts Project No. 4656.80 as being completed according to approved plans and construction specifications. Please be advised this certificate of completion and acceptance shall only become effective upon final plat approval and filing in the office of the Bernalillo County Clerk's Office.

The project is described as follows:

The contractor removed existing sidewalk, placed 302 Linear feet of 10" PVC waterline, 1 fire hydrant and 198 linear feet of 42" RCP storm drain for improvements to private roadway at Journal Center.

The contractor's correction period begins the date of this letter and will be effective for a period of one (1) year.

Sincerely,

Rick Roybal, PE

City Engineer,

Engineering Group

Public Works Department

Sincerely,

Russell B. Givler, PE

Chief Construction Engineer,

Engineering Group

Public Works Department

IAN I 3 1994

HYDROLOGY DIVISION



P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 6, 1994

CERTIFICATE OF COMPLETION AND ACCEPTANCE

Journal Center Corporation 7777 Jefferson N.E. Albuquerque, NM 87109

RE: PROJECT NO. 4656.80 JOURNAL CENTER SUNWEST BANK

(MAP D-17)

Dear Sirs:

This is to certify that the City of Albuquerque accepts Project No. 4656.80 as being completed according to approved plans and construction specifications. Please be advised this certificate of completion and acceptance shall only become effective upon final plat approval and filing in the office of the Bernalillo County Clerk's Office.

The project is described as follows:

- The contractor placed 302 Linear feet of 10" PVC waterline, 1 fire hydrant and 198 linear feet of 42" RCP storm drain for improvements to private roadway at Journal Center.

The contractor's correction period begins the date of this letter and will be effective for a period of one (1) year.

Sincerely,

Rick Roybal, PE

City Engineer,

Engineering Group

Public Works Department

Sincerely,

Russell B. Givler, PE

Chief Construction Engineer,

Engineering Group

Public Works Department





P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 28, 1993

Craig Hoover, P.E. Bohannan-Huston, Inc. 7500 Jefferson NE Albuquerque, N.M. 87109

RE: GRADING & DRAINAGE PLAN FOR SUNWEST BANK @ JOURNAL CENTER (D-17/D3B)
RECEIVED JUNE 28, 1992 FOR BUILDING PERMIT APPROVAL
STAMPED & DATED 4/16/93; REVISED 5-24-93

Dear Mr. Hoover:

Based on the information included in the submittal referenced above, City Hydrology APPROVES this project for Building Permit.

Include a copy of the Grading & Drainage Plan in the set of construction documents that you submit to the One Stop for your Building Permit.

Engineer's Certification of grading & drainage per DPM checklist must be approved before any Certificate of Occupancy will be released.

If you have any questions about this project, you may contact me at 768-2727.

John P.

John P. Curtin, P.E.

PWD/Hydrology

xc: Alan Martinez

WPHYD+7449;jpc



P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 15, 1993

James Topmiller, P.E. Bohannan-Huston, Inc. 7500 Jefferson NE Albuquerque, N.M. 87109

RE: CONCEPTUAL GRADING & DRAINAGE PLAN FOR SUNWEST BANK @ JOURNAL CENTER RECEIVED DECEMBER 23, 1992 FOR SITE DEVELOPMENT PLAN APPROVAL STAMPED & DATED 12-11-92; (D-17/D3B)

Dear Mr. Topmiller:

Based on the information included in the submittal referenced above, City Hydrology approves the Site Development Plan for this project.

Before Final Plat & Building Permit approval the following comments must be addressed:

- 1. All drainage reports needs to be signed & sealed.
- Include all of the asphalt swale and detention basin in the grading & drainage plan. Submit design calculations and details for the earthen swale, the asphalt swale and the detention basin.
- 3. Indicate the Qs where the site drains into the private street, where the private street drains into the asphalt swale, where the earthen swale drains into the asphalt swale and the total for the asphalt swale.
- 4. Label the cross hatched area and the dashed canopy areas.
- 5. A maintenance covenant will be required for the swales and the detention basin. AMAFCA will require a license agreement for the outlet to the North Pino Arroyo.

If you have any questions about this project, you may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.

PWD/Hydrology

xc: Fred Aguirre, City Hydrologist

Cliff Anderson, AMAFCA

WPHYD+7449; jpc

PUBLIC WORKS DEPARTMENT



FINAL DRAINAGE REPORT FOR **SUNWEST BANK IN JOURNAL CENTER** INDUSTRIAL PARK

Prepared for:

JOURNAL CENTER CORPORATION 7777 JEFFERSON ST., NE **ALBUQUERQUE, NM 87109**

SUNWEST BANK SUNWEST BANK BUILDING 500 4TH ST., NW **ALBUQUERQUE, NM 87102** Prepared by:



SURVEYORS



DRAINAGE MANAGEMENT PLAN

PURPOSE

This report presents the Drainage Management Plan for preliminary/final plat and site plan approval for the Sunwest Bank Journal Center Industrial Park. The plan is prepared in accordance with prior reports approved by the City of Albuquerque and in accordance with the Development Process Manual (DPM) of the City of Albuquerque including the latest revisions dated August 1991 (DPM update).

PROJECT LOCATION AND DESCRIPTION

The Sunwest Bank Site is located immediately east of Jefferson Street and approximately 400' south of San Francisco Road in northeast Albuquerque. The site is zoned IP and consists of 1.74 acres within a 18.71 acre watershed. The Existing Site Topography and Offsite Drainage Basin Map included in the back pocket identifies the site's location (Basin 3A-4).

EXISTING CONDITIONS

The site is bounded by Jefferson Street to the west, the proposed access road to the south and the vacant land to the north and east. The site is currently undeveloped and drains primarily from northeast to southwest. Runoff from the site combines with runoff from the surrounding area within the watershed and sheet flows into the North Pino Arroyo.

The slope of the site is ranges from approximately 1.5% to 2%. The site vegetation consists of sparse native grasses and weeds. The site soils are classified by the SCS's "Soil Survey of Bernalillo County" as EmB (Embudo Series). The Embudo series consists of deep, well drained soils that formed in decomposed granitic alluvium on old alluvial fans. These soils experience moderate runoff and water erosion.

HYDROLOGIC ANALYSIS

The criteria used to develop the hydrology for the site was the latest revision of Chapter 22, Section 22.2 of the DPM dated August 1991. The site is located in precipitation zone 2. As such the peak rainfall intensities for the 6 hour storm are 3.41 and 5.05 inches/hour for the 10-year and 100-year return events respectively. The 10-year and 100-year existing and developed conditions flow rates were determined using the Rational Method as included in the simplified procedure for small watersheds provided in the DPM.

EXISTING CONDITIONS

Under existing conditions the watershed is almost completely undeveloped. Around the perimeter of the watershed is a landscaped strip. The only development with in the watershed is the I-25 southbound frontage road in basin 3A-1 and the existing Sunwest Bank ATM Building in basin 3A-2 (see the Existing Site Topography and Offsite Drainage Basin Map). The land treatment category for each basin under existing conditions is shown below:

LAND TREATMENT

BASIN	AREA (AC)	A	В	С	D
3A-1	0.63	0.0	0.21	0.49	30.0
3A-2	10.71	86.0	11.0	0.0	3.0
3A-3A	2.34	93.0	7.0	0.0	0.0
3A-3B	2.89	97.0	3.0	0.0	0.0
3A-4	1.74	91.0	9.0	0.0	0.0
3A-5	0.40	0.0	0.0	50.0	50.0

For each land use treatment the rational method coefficient (C) used in determination of the peak flow rate is shown below:

LAND TREATMENT		RATIONAL METHOD COEFFICIENT, C (ZONE 2)
A 35		0.11/0.31
В		0.28/0.45
С	i.	0.50/0.62
D		0.92/0.93
		(10 YEAR/100 YEAR)

Finally, the calculation of the 6-hour 10-year and 100-year peak flow rates is shown below.

10 YEAR STORM:

BASIN 3A-1 Q =
$$(0.11)(3.41)(0.0)(0.63) + (0.28)(3.41)(0.21)(0.63) + (.50)(3.41)(0.49)(0.63) + (0.92)(3.41)(0.30)(0.63)$$

= $(0.11)(3.41)(0.86)(10.71) + (0.28)(3.41)(0.11)(10.71) + (0.50)(3.41)(0.0)(10.71) + (0.92)(3.41)(0.03)(10.71)$
= $(0.11)(3.41)(0.86)(10.71) + (0.92)(3.41)(0.03)(10.71)$
= $(0.50)(3.41)(0.0)(10.71) + (0.92)(3.41)(0.03)(10.71)$

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(0.11)(3.41)(0.93)(2.34) + (0.28)(3.41)(0.07)(2.34) +
BASIN 3A-3A Q
                           (0.50)(3.41)(0.0)(2.34) + (0.92)(3.41)(0.0)(2.34)
                          0.97 CFS
BASIN 3A-3B Q
                          (0.11)(3.41)(0.97)(2.89) + (0.28)(3.41)(0.03)(2.89) +
                           (0.50)(3.41)(0.0)(2.89) + (0.92)(3.41)(0.0)(2.89)
                          1.13 CFS
BASIN 3A-4 Q
                          (0.11)(3.41)(0.91)(1.74) + (0.28)(3.41)(0.09)(1.74) +
                    =
                           (0.50)(3.41)(0.0)(1.74) + (0.92)(3.41)(0.0)(1.74)
                          0.74 CFS
                    =
BASIN 3A-5 Q
                          (0.11)(3.41)(0.0)(0.40) + (0.28)(3.41)(0.0)(0.40) +
                          (0.50)(3.41)(0.50)(0.40) + (0.92)(3.41)(0.50)(0.40)
                          0.97 CFS
TOTAL Q
                          9.40 CFS (NOT INCLUDING BASIN 3A-1)
100 YEAR STORM:
BASIN 3A-1 Q
                           (0.31)(5.05)(0.0)(0.63) + (0.45)(5.05)(0.21)(0.63) +
                           (.62)(5.05)(0.49)(0.63) + (0.93)(5.05)(0.30)(0.63)
                          2.15 CFS
                           (0.31)(5.05)(0.86)(10.71) + (0.45)(5.05)(0.11)(10.71) +
BASIN 3A-2 Q
                           (0.62)(5.05)(0.0)(10.71) + (0.93)(5.05)(0.03)(10.71)
                           18.61 CFS
                    =
                           (0.31)(5.05)(0.93)(2.34) + (0.45)(5.05)(0.07)(2.34) +
BASIN 3A-3A Q
                           (0.62)(5.05)(0.0)(2.34) + (0.93)(5.05)(0.0)(2.34)
                          3.78 CFS
BASIN 3A-3B Q
                           (0.31)(5.05)(0.97)(2.89) + (0.45)(5.05)(0.03)(2.89) +
                           (0.62)(5.05)(0.0)(2.89) + (0.93)(5.05)(0.0)(2.89)
                           4.59 CFS
                           (0.31)(5.05)(0.91)(1.74) + (0.45)(5.05)(0.09)(1.74) +
BASIN 3A-4 Q
                           (0.62)(5.05)(0.0)(1.74) + (0.93)(5.05)(0.0)(1.74)
                           2.83 CFS
                           (0.31)(5.05)(0.0)(0.40) + (0.45)(5.05)(0.0)(0.40) +
BASIN 3A-5 Q
                           (0.62)(5.05)(0.50)(0.40) + (0.93)(5.05)(2.50)(0.40)
                           1.57 CFS
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TOTAL Q = 31.38 CFS (NOT INCLUDING BASIN 3A-1)

DEVELOPED CONDITIONS

Under developed conditions basins 3A-4 (the new Sunwest Bank site) and 3A-5 (the proposed street) will be fully developed, while the remaining basins remain unchanged from existing conditions. The land treatment category for each developed basin under existing conditions is shown below:

BASIN	AREA (AC)	A	В	С	D
3A-4	1.74	0.0	23.0	0.0	77.0
3A-5	0.40	0.0	0.0	7.0	93.0

10 YEAR STORM:

100 YEAR STORM:

The total increase in flow rates due to the proposed development will be 4.08 cfs for the 10-year storm and 4.68 cfs for the 100-year storm.

SITE RUNOFF

Under developed conditions, the site (Basin 3A-4) will graded to drain to the southernmost corner of the property. Additionally, the proposed service road (Basin 3A-5) adjacent to the site will be graded to drain to the same location. The runoff will then be conveyed from this location by an improved swale to a sedimentation pond and then into a culvert which will discharge into the North Pino Arroyo just east of Jefferson Street. The swale be trapezoidal with a bottom width of 10' and a depth of 0.5'. The swale will be asphalt lined to prevent erosion. These proposed improvements are shown on the Final Utility and Grading Plan. The sedimentation pond and outfall pipe are discussed in a later section of this report.

OFFSITE RUNOFF

Runoff from Basin 3A-1 for both developed and undeveloped conditions discharges directly to the North Pino Arroyo, near the frontage road. No changes to Basin 3A-1 are proposed.

Bunoff from Basin 3A-3A will be directed to the north corner of the site by a 10' bottom trapezoidal earthen swale. Low velocities allow swale to be earthen. A small desiltation pond is proposed to remove sediment from this runoff prior to directing the flow across the site. The desiltation pond is sized to store the average annual sediment yield for Basin 3A-3A as determined by the Universal Soil Loss Equation (USLE). The average annual sediment yield was determined to be 4.3 cubic yards (see Appendix for calculations). The pond will have a 10' x 30' bottom and will have 3 to 1 side slopes and a depth 0.5'. Overflow from the pond will be conveyed to the site by a 4' wide concrete valley gutter within a 10' grass lined swale. A 10' section of the 6" curb along the north east side of the site parking lot will be deleted to allow the flow to enter the site.

Runoff from Basin 3A-3B will be directed parallel to the southeast boundary of the site around the proposed temporary street turnaround to the confluence with the asphalt swale downstream of the site. The runoff will be conveyed by a 10' bottom trapezoidal earthen swale.

Runoff from Basin 3A-2 will follow undeveloped flow patterns. The proposed asphalt swale and sedimentation pond at the outfall of the swale (described below) is located to intercept the runoff from this basin, as well as the rest of the watershed, prior to entering the North Pino Arroyo.

SEDIMENTATION POND AND OUTFALL PIPE

The sedimentation pond serves two purposes. The first is to remove sediment. The second is to pond runoff to develop the head required for flow to enter the 42" outfall discharge pipe.

The sediment storage pond volume is sized to store the average annual sediment yield for the entire watershed. As for the desiltation pond the average annual sediment yield was calculated using the USLE. The sediment yield was determined to be 56 cubic yards (see Appendix for calculations). To provide sediment storage, the pond bottom will be 10' x 50' and the pond will have 3 to 1 side slopes and a depth 1.8'.

To convey flow from the sedimentation pond to the North Pino Arroyo, a 42" RCP is proposed. The outfall pipe will be inlet controlled, meaning the pipe's capacity is determined by the ability of the flow to enter the pipe. This ability is determined by the amount of head, or depth of water, established at the inlet of the pipe. The pond and outfall pipe are configured to optimize the developable amount of head and allow the pipe to convey 120% of the 100-year storm developed conditions for the entire watershed. The fully developed 100-year storm peak discharge rate is 75 cfs (see Appendix for calculations). 120% of the 100-year storm is thus 89.70 cfs. Based on Bureau of Public Roads nomographs for inlet controlled concrete pipes a 42" pipe must have 5.2' of head to pass 90 cfs (see Appendix). This translates to a total pond depth of 7' (1.8' + 5.2').

The proposed sedimentation pond and discharge pipe have been discussed with the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA). We anticipate AMAFCA approval of the plans and outlet pipe connection to the arroyo and permission for free discharge of the developed conditions runoff to the North Pino Arroyo.

MAINTENANCE OF PROPOSED DRAINAGE IMPROVEMENTS

All of the proposed drainage improvements with the exception of the 42" outfall pipe shall be maintained by the tract owner, the owner of Tract 3A-2. The 42" outfall pipe shall be public and a drainage easement for the same will be created with the filing of the plat or by paper document. The maintenance responsibilities are defined by the draft drainage covenant conditions included in the back pocket. The tract owner shall be responsible for maintenance of both of the drainage swales, the desiltation pond and the sedimentation pond.

CONCLUSIONS

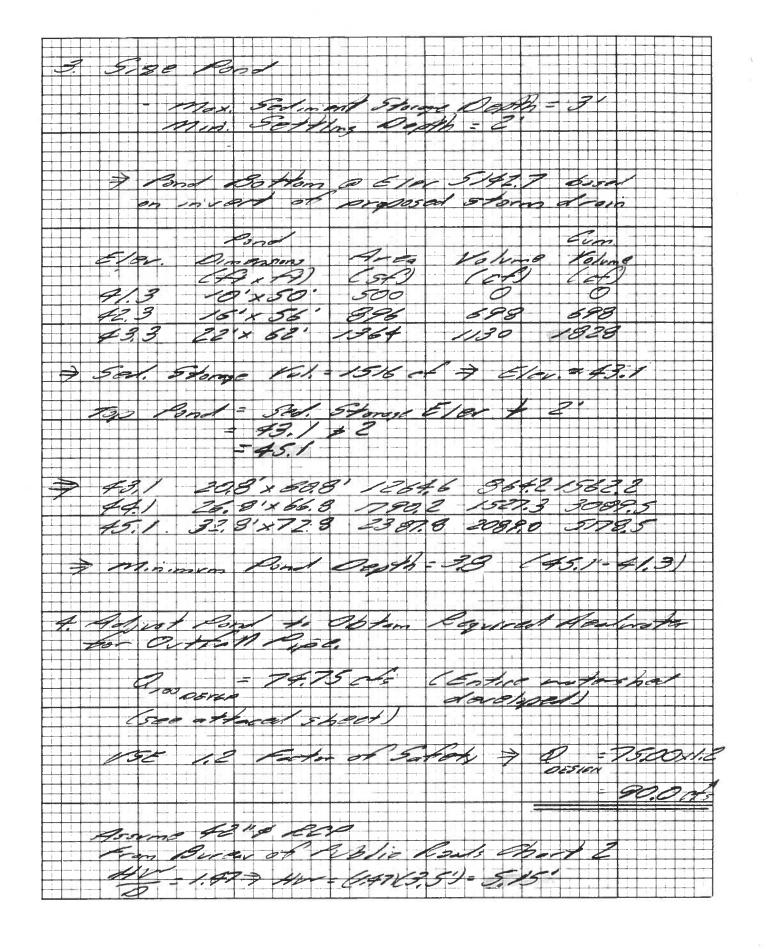
The proposed development will not significantly increase the peak discharge rate for watershed. For the 10-year and 100-year storms the proposed development will increase the peak discharge rate by 4.08 cfs and 4.68 cfs respectively. Runoff from the site will be conveyed by a asphalt lined swale to a sedimentation pond where sediment from flows from the entire watershed will be removed. Clear water will then discharge from the pond through a 42" RCP directly to the North Pino Arroyo.

This plan complies with the approved overall Drainage Management Plan for Journal Center.

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PROJECT NAME SUNCEST SANK SHEET OF PROJECT NO. 22185.42 BY CV DATE 2/23/93 SUBJECT SEDIMENTATION PONO CH'D_____ DATE____





PROJECT NAME SWIFTST BANK SHEET 2 OF 5

PROJECT NO. 92285, 42 BY CWH DATE 2/23/93

SUBJECT SEDIMENTATION POND CH'D DATE

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will be	16 = 10'	Volume	= 18494 CF
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SUBJECT SECUMENTATION PRINCH'D DATE

SEDIMENTATION POND FLOW RATE CALCULATIONS

DEVELOPDED CONDITIONS - FLOW RATES

BASIN	AREA (AC)	Α	В	С	D
3A-2	10.71	86.0	11.0	0.0	3.0
3A-3A	2.34	93.0	7.0	0.0	0.0
3A-3B	2.89	97.0	3.0	0.0	0.0
3A-4	1.74	0.0	23.0	0.0	0.0
3A-5	0.40	0.0	0.0	7.0	93.0

2 YEAR STROM:

BASIN 3A-2 Q = (0.00)(2.04)(0.86)(10.71) + (0.04)(2.04)(0.11)(10.71) + (0.29)(2.04)(0.0)(10.71) + (0.91)(2.04)(0.03)(10.71)

= 0.69 CFS

BASIN 3A-3A Q = (0.00)(2.04)(0.93)(2.34) + (0.04)(2.04)(0.07)(2.34) + (0.29)(2.04)(0.0)(2.34) + (0.91)(2.04)(0.0)(2.34)

0.01 CFS

BASIN 3A-3B Q = (0.00)(2.04)(0.97)(2.89) + (0.04)(2.04)(0.03)(2.89) + (0.29)(2.04)(0.0)(2.89) + (0.04)(0.04)(0.04)(0.04)(0.03)(2.89) + (0.04)(0.04)(0.04)(0.04)(0.03)(2.89) + (0.04)(0.0

(0.91)(2.04)(0.0)(2.89)

= 0.01 CFS

BASIN 3A-4 Q = (0.00)(2.04)(0.0)(1.74) + (0.04)(2.04)(0.23)(1.74) + (0.29)(2.04)(0.0)(1.74) +

(0.91)(2.04)(0.77)(1.74)

= 2.52 CFS

BASIN 3A-5 Q = (0.00)(2.04)(0.0)(0.40) + (0.04)(2.04)(0.0)(0.40) + (0.29)(2.04)(0.07)(0.40) +

(0.91)(2.04)(0.93)(0.40)

0.58 CFS

TOTAL Q = 3.81 CFS

Page 4 of 5

ANALYSIS	2014
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DESCRIPTION	VARIABLE	UNIT		UNIVERSAL	UNIVERSAL SOIL LOSS EQUATION	EQUATION	
BASIN Drainage Area Slope Slope Angle	DA S THETA L	Sq. Mi. Ft/Ft Radians Feet	3A-2 0.017 0.064 0.064 400.000	3A-3A 0.004 0.030 0.030	3A-3B 0.005 0.030 0.030	3A-4 0.003 0.021 0.021 260.000	3A-5 0.001 0.005 0.005 290.000
Rainfall Soil Erodability* Slope Length Factor Cover*	អ្ ស ស		25.000 0.280 1.233 0.170	25.000 0.280 0.516	25.000 0.280 0.516	0.280 0.380 0.316	25.000 0.280 0.156
Support Practice Factor Sediment Yield	cı «	Tons/Acre Tons	70	1.000 1.000 1.467 · 0.614 15.683 1.453	1.000	1.000	1.000 0.012 0.005
Estimated Soil Unit Weight	100.000	cy 100.000 Lbs/cf	II.bl/ 1.076 Total Annual Sedi: Adjustment Factor	<pre>11.51/ 1.006 1.309 Total Annual Sediment Yield Adjustment Factor</pre>	1.309 int Yield	0.030 14.036 (4.000	0.003 Cy

NOTE: The Universal Soil Loss Equation typically underestimates the actual sediment yield by 4 times so a factor of 4 is applied to the total annual sediment yield.

56.143 CY

Adjusted Sediment Yield

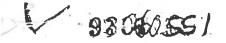
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 PROJECT NAME
 SUNDEST BANK
 SHEET
 OF

 PROJECT NO.
 92285.42
 BY
 DATE

 SUBJECT
 CH'D
 DATE



This Drainage Covenant, between Journal Center Corporation ("Owner"), whose address is 7777 Jefferson NE Albuquerque, New Mexico, and the City of Albuquerque, 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. Owner is the owner of certain real property described as:
Tract 3A-1, Journal Center
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 Agreement to establish the obligations and responsibilities of the parties.

2. <u>Description and Construction of Drainage Facilities</u>. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. <u>D-17/D3B</u>;

<u>Sedimentation Pond</u>

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

- 3. <u>Maintenance of Drainage Facility</u>. The Owner will maintain the Drainage Facility at Owner's cost in accordance with the approved Drainage Report and plans.
- 4. <u>City's Right of Entry</u>. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.
- 5. <u>Demand for Construction or Repair</u>. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within <u>14</u> days ("Deadline") of receipt of the Notice, as provided in Section 11, and the Owner will comply promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.
- 6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

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(Approved by Legal Dept. as to form only 06/90)

- Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.
- Indemnification. Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- Cancellation of Agreement and Release of Covenant. This Agreement may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer, or his designee, and the approval of the City Hydrologist must be endorsed thereon.
- Nothing in this agreement shall be construed to relieve 10. Assessment. the Owner, his heirs, assigns, and successors from an assessment against 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.
- For purposes of given formal written notice to the Owner, 11. Notice. Owner's address is:

Journal Center Corporation
7777 Jefferson NE
Albuquerque, New Mexico 87109

Notice may be given to the Owner 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 Owner within three days after the notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by given written notice of the change by Certified Mail, return receipt requested, to the City Public Works Department, P.O. Box 1293, Albuquerque, New Mexico, 87103.

This Agreement shall continue until terminated by the City 12. Term. pursuant to Section 9 above MEXICO STATE OF HE WEXTED COUNTY OF BERNALLS.

93 JUN-9 PH 3: 59 03/5 = 1376-1379

(Approved by Legal Dept. as to form only 06/90)

- Binding on Owner's Property. The covenants and obligations of the said forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running the Owner's Property until released by the City.
- 14. Entire Agreement. This Agreement contains the entire agreement of the parties and supercedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.
- 15. Changes to 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 of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- 17. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

	OWNER:		
	By: Its: Dated:	Michael	N. Callahan - Vice President
STATE OF New Mexico) ss COUNTY OF Bernalillo)			
of, 199, [by name [title or capacity, for instance "proof [Subdivider:] Journal Center Corp	of perso	n: 1 Mich	nael N. Callahan ,
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CITY OF ALBUQUERQUE:

NOTARY PUBLIC STATE OF NEW MEXICO

4.12.95 M. Commission Expires

Approved:

Title:

Dated:

(EXHIBIT A ATTACHED)

(Approved by Legal Dept: as to form only 06/90)