

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

February 25, 2020

Kent Delph, P.E.
Delph Engineering
3620 Wyoming Blvd NE, Ste 203
Albuquerque, NM 87111

**RE: PNM Critical Spares Warehouse
4400 Paseo Del Norte NE
Request for Certificate of Occupancy - Permanent
Hydrology Final Inspection –Approved
Grading Plan Stamp Date: 11/12/19
Certification Dated: 2/21/20
Hydrology File: D17D102A**

PO Box 1293

Dear Mr. Delph:

Albuquerque

Based on the submittal received on 1/29/20, this certification is approved in support of Permanent Certificate of Occupancy by Hydrology.

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

NM 87103

Sincerely,

www.cabq.gov

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services

C: Email Tena, Victoria; Sandoval, Darlene; Costilla, Michelle; Gomez, Matt



Certification of As-Built Drawings and Construction

**RE: PNM Critical Spares Warehouse
4400 Paseo Del Norte NE
City of Albuquerque Hydrology File No. D17D102A**

I KENT DELPH, NMPE 13939, OF THE FIRM DELPH ENGINEERING LLC, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 11/12/2019. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY ME OR UNDER DIRECT SUPERVISION AS SUPPLEMENTAL DATA TO THE ORIGINAL TOPOGRAPHIC SURVEY PREPARED BY DAVID ACOSTA, NMPS 21082, OF THE FIRM CONSTRUCTION SURVEY TECHNOLOGIES INC, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR CERTIFICATE OF OCCUPANCY.

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

Kent Delph, NMPE 1939

Dated this 21st day of February 2020.



Kent Delph, P.E., CFM
Civil Engineer

Delph Engineering Job No. 19-64

NOTE: Minor elevation changes are noted on sheet C101

NOTES

- 1. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ARCHITECT, AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, ON CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, ARCHITECT, OR ENGINEER.
- 2. EXISTING SURVEY DATA PROVIDED TO DELPH ENGINEERING BY CIS. DELPH ENGINEERING ACCEPTS NO LIABILITY FOR POTENTIAL ERRORS FROM THE DATA PROVIDED. CONTRACTOR IS ENCOURAGED TO POT HOLE FOR UTILITIES PRIOR TO CONSTRUCTION IN AREAS TO BE EXCAVATED.

GRADING & CONCRETE NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH CITY OF ALBUQUERQUE STANDARDS.
- 2. EARTHWORK SHALL BE IN COMPLIANCE WITH GEOTECHNICAL REPORT: "GEOTECHNICAL EVALUATION PNM NMR OPS CS WAREHOUSE PNM GENERATING STATION", NORTH GEOENGINEERING SERVICES LLC, SEPTEMBER 30, 2019.
- 3. DUST SHALL BE CONTROLLED AS REQUIRED IN THE CITY OF ALBUQUERQUE.
- 4. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISION MUST BE USED TO PROTECT ADJOINING DRAINAGE AREAS DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL CLEAN ADJACENT GRAVEL DRIVEWAY AS NECESSARY TO REMOVE CONSTRUCTION DEBRIS.
- 7. THE AREAS OF PROPOSED IMPROVEMENTS SHALL BE CLEARED OF ALL VEGETATION AND DELETERIOUS MATER PRIOR TO BEGINNING THE GRADING OPERATION.
- 8. AGGREGATE BASE AND SUBGRADE SHALL BE COMPACTED AND PREPARED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THIS PROJECT.
- 9. AGGREGATE BASE SHALL CONFORM TO NMDOT SPECIFICATIONS, SECTION 303: BASE COURSE, TYPE I.
- 10. CONCRETE SHALL MEET REQUIREMENTS OF STRUCTURAL ENGINEER.

UTILITY NOTES

- 1. VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTING ANY NEW UTILITY LINES.
- 2. REFER TO SITE ELECTRICAL PLANS FOR DETAIL AND LOCATION OF ELECTRICAL IMPROVEMENTS.
- 3. CONTRACTOR IS ENCOURAGED TO POT HOLE FOR UTILITIES PRIOR TO CONSTRUCTION IN AREAS TO BE EXCAVATED.

GRADING POINT DATA

POINT TABLE				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
100	5087.99	1518812.25	1536192.72	CIST CTRL POINT No. 100
101	5090.53	1518833.14	1536332.33	CIS CTRL POINT No. 101
102	5094.06	1518645.85	1536208.69	CIS CTRL POINT No. 102
103	5094.92	1518641.54	1536407.43	CTRL POINT No. 103
104	5093.33	1518735.39	1536248.39	BLDG CORNER
105	5093.33	1518735.07	1536338.39	BLDG CORNER
107	5093.33	1518685.39	1536248.21	BLDG CORNER
108	5093.13	1518665.39	1536248.27	CORNER CONC
109	5092.93	1518665.07	1536337.83	CORNER CONC
110	5093.03	1518665.23	1536293.05	MIDPOINT CONC
115	5091.50	1518687.00	1536406.22	FLOWLINE
116	5091.00	1518733.00	1536380.32	FLOWLINE
117	5089.82	1518780.04	1536353.84	FLOWLINE
118	5089.48	1518790.23	1536336.41	FLOWLINE
119	5089.00	1518790.23	1536313.10	FLOWLINE
120	5093.13	1518739.39	1536248.41	4' OFFSET
121	5093.13	1518739.07	1536338.41	4' OFFSET
122	5092.52	1518741.36	1536393.69	ASPHALT PC
123	5094.03	1518674.43	1536434.75	ASPHALT PC
124	5091.98	1518687.00	1536413.06	ASPHALT PC
125	5091.69	1518733.00	1536389.99	ASPHALT PC
126	5093.33	1518687.07	1536338.23	EDGE CONC
127	5092.13	1518687.00	1536348.22	EDGE CONC
128	5093.13	1518733.00	1536348.38	EDGE CONC
129	5093.33	1518733.07	1536338.39	EDGE CONC
130	5094.00	1518687.00	1536368.22	EDGE ASPAHLT HIGH POINT
131	5094.00	1518681.17	1536365.09	CL TWO FT WIDE BERM
132	5094.00	1518676.11	1536342.53	CL TWO FT WIDE BERM
133	5088.00	1518801.78	1536226.32	BASIN BTM
134	5088.00	1518801.78	1536304.72	BASIN BTM

POINT TABLE				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
135	5088.00	1518794.36	1536309.10	BASIN BTM
136	5088.00	1518784.43	1536303.59	BASIN BTM
137	5088.00	1518778.58	1536297.36	BASIN BTM
138	5088.00	1518771.01	1536281.45	BASIN BTM
139	5088.00	1518769.65	1536275.44	BASIN BTM
140	5088.00	1518769.65	1536226.32	BASIN BTM
141	5088.00	1518774.65	1536221.32	BASIN BTM
142	5088.00	1518796.78	1536221.32	BASIN BTM
143	5090.00	1518796.78	1536215.32	BASIN TOP
144	5090.00	1518807.78	1536226.32	BASIN TOP
145	5090.00	1518807.78	1536304.72	BASIN TOP
146	5089.64	1518791.45	1536314.34	BASIN TOP
147	5090.00	1518781.52	1536308.84	BASIN TOP
148	5090.00	1518773.16	1536299.94	BASIN TOP
149	5090.00	1518765.59	1536284.03	BASIN TOP
150	5090.00	1518763.65	1536275.44	BASIN TOP
151	5090.00	1518763.65	1536226.32	BASIN TOP
152	5090.00	1518774.65	1536215.32	BASIN TOP
153	5092.60	1518650.07	1536248.34	FLOWLINE
154	5092.18	1518650.07	1536341.40	FLOWLINE
155	5092.06	1518654.55	1536357.16	FLOWLINE
156	5091.70	1518681.52	1536400.84	FLOWLINE



7400 Montgomery NE, Suite 36
Albuquerque, NM 87109
tel 505.889.3030 fax 505.889.3737

Critical Spares Warehouse
for



Public Service Company of New Mexico

Reeves Generating Station

Albuquerque, New Mexico

MARK DATE DESCRIPTION
PROJECT NO:
CAD DWG FILE:
DRAWN BY:
CHECKED BY:
DATE:

CIVIL NOTES

C100

SHEET 1 OF 3



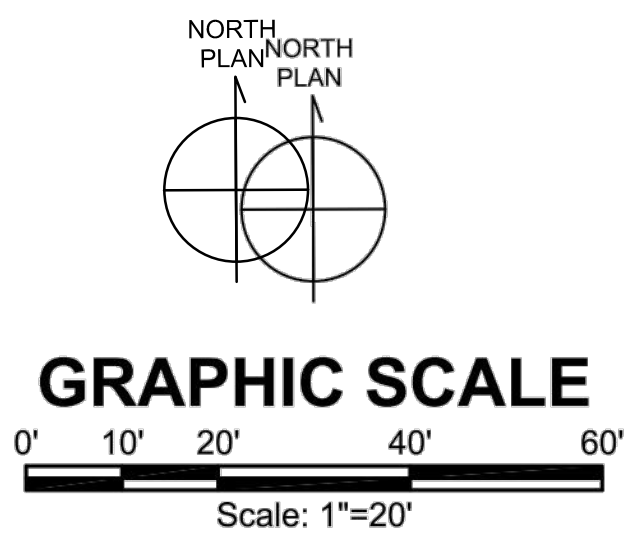
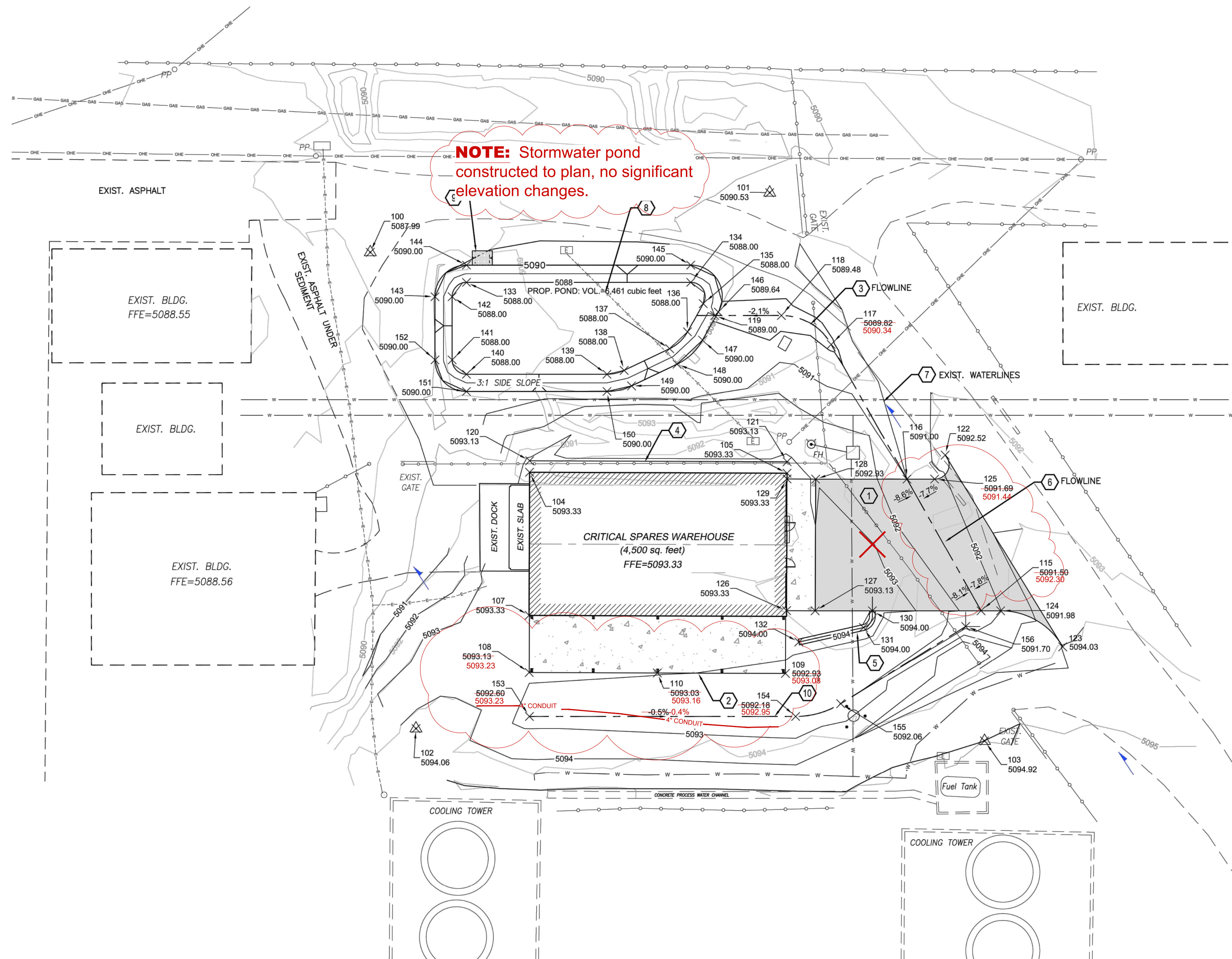
AS-BUILT CERTIFICATION STATEMENT

AS-BUILT INFORMATION BASED ON
FIELD INSPECTION AND SURVEY DATA
PROVIDED BY CONSTRUCTION SURVEY
TECHNOLOGIES, INC.



3620 Wyoming Blvd. NE, Suite 203
Albuquerque, New Mexico 87111
Phone. (505) 295-3478 ~ kent@delphengineering.com

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KEYED NOTES:

1. INSTALL NEW 3" ASPHALT / 6" BASE COURSE ACCESS DRIVE.
2. INSTALL NEW 6" THICK CONCRETE PAD (CANOPY OVERHEAD).
3. CONSTRUCT FLOWLINE TO DRAIN TO PONDING AREA. PROVIDE TRIANGULAR DITCH WITH 3:1 SIDE SLOPES (HOR:VERT).
4. PROVIDE 4' WIDE BENCH AREA ALONG NORTH SIDE OF FOUNDATION.
5. INSTALL 2' WIDE BERM AT TOP ELEVATION OF 5094.00.
6. PROVIDE FLOWLINE IN NEW ASPHALT.
7. VERIFY UTILITY DEPTHS OF WATER LINES (4 TOTAL) PRIOR TO CONSTRUCTION, NOTIFY ENGINEER IF CONFLICT. PNM FACILITIES HAS INDICATED 4' MINIMUM DEPTH OVER FOUR EXISTING WATER LINES WITH DIAMETERS OF 3", 8", 12", AND 16".
8. RELOCATE EXISTING CATHODIC PROTECTION ELECTRIC LINE, IF REQUIRED.
9. PROVIDE 5' WIDE RIPRAP FOR BASIN OUTFLOW. 12" THICK RIPRAP WITH FILTER FABRIC AND D50 = 9".
10. PROVIDE FLOWLINE TO EAST, DRAIN AWAY FROM WESTERN BLDG.

NOTE: Asphalt access drive not constructed, access drive has needed slope away from new warehouse.

GRADING PLAN
SCALE: 1"=20'

CONTROL POINT TABLE				
No.	ELEVATION	NORTHING	EASTING	DESCRIPTIONS
100	5087.99	1,518,815.29	1,536,195.79	CP-60D NAIL
101	5090.53	1,518,836.18	1,536,335.40	CP-60D NAIL
102	5094.06	1,518,648.89	1,536,211.76	CP-60D NAIL
103	5094.92	1,518,644.58	1,536,410.50	CP-60D NAIL



AS-BUILT CERTIFICATION STATEMENT
AS-BUILT INFORMATION BASED ON FIELD INSPECTION AND SURVEY DATA PROVIDED BY CONSTRUCTION SURVEY TECHNOLOGIES, INC.





DELPH ENGINEERING


3620 Wyoming Blvd. NE, Suite 203
Albuquerque, New Mexico 87111
Phone: (505) 295-3478 ~ kent@delphengineering.com



**Architects
STUDIO**

7400 Montgomery NE, Suite 36
Albuquerque, NM 87109
tel 505.889.3030 fax 505.889.3737

Critical Spares Warehouse
for



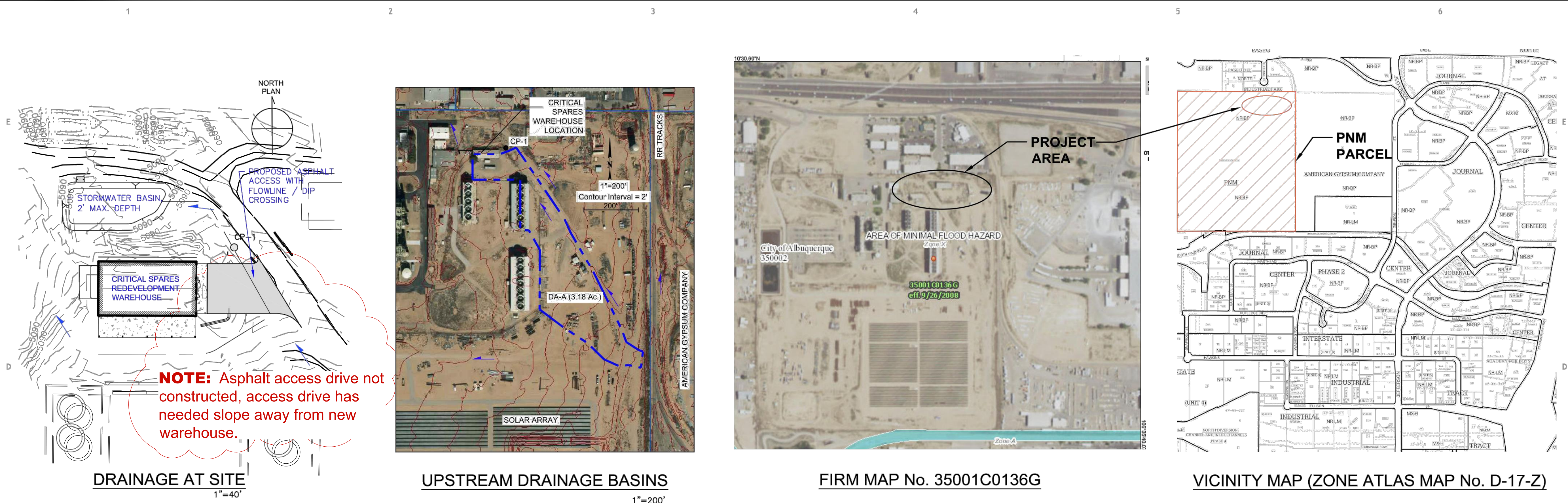
Public Service Company of New Mexico

Reeves Generating Station
Albuquerque, New Mexico

MARK	DATE	DESCRIPTION
PROJECT NO:		
CAD DWG FILE:		
DRAWN BY:		
CHECKED BY:		
DATE:		

GRADING PLAN

C101



LOCATION & DESCRIPTION

THE PROPOSED PROJECT IS LOCATED ON A PORTION OF THE PNM REEVES STATION PARCEL LOCATED AT 4400 EAST PASEO DEL NORTE. THE PROJECT IS TO REPLACE/REDEVELOP THE CURRENT DISTRESSED CRITICAL SPARES WAREHOUSE BUILDING WITH A NEW STRUCTURE (4,500 SQ FT²), UTILIZING THE EXISTING CONCRETE SLAB/FOUNDATION.

EXISTING CONDITIONS

REGIONAL DRAINAGE IN THE AREA IS FROM EAST TO WEST, HOWEVER A RAILROAD TRACK EXISTS ALONG THE EASTERN PROPERTY LINE AND OFF-PROPERTY FLOWS DO NOT IMPACT THE REDEVELOPMENT WAREHOUSE SITE. THERE IS AN ON-PROPERTY WATERSHED THAT DRAINS DIRECTLY EAST OF THE REDEVELOPMENT WAREHOUSE. LASTLY, TWO STORAGE CONTAINERS SOUTH OF THE EXISTING WAREHOUSE CONTRIBUTE TO EXISTING IMPERVIOUS CONDITIONS IN THE PROJECT AREA.

PROPOSED CONDITIONS

THE NEW WAREHOUSE REDEVELOPMENT IMPROVMENTS INCLUDE A 20' WIDE CONCRETE PAD ALONG THE ENTIRE SOUTH PORTION OF THE WAREHOUSE (90' X 50') AND PAVED ACCESS THAT WILL BE USED TO LOAD AND UNLOAD TRUCKS. THE PROPOSED WAREHOUSE REDEVELOPMENT IMPROVEMENTS WILL NOT INCREASE FLOWS OFF SITE OR OFF-PROPERTY. A SMALL STORMWATER BASIN IS PROPOSED NORTH OF THE WAREHOUSE TO ALLOW FOR ADDITIONAL STORAGE TO ACCOMMODATE THE INCREASE IN RUNOFF FLOWRATE AND VOLUME (100-YR, 6-HR EVENT) OF 0.15 CFS AND 5,349 FT³, RESPECTIVELY.

FLOODPLAIN STATUS

THE WAREHOUSE AND PNM PARCEL ARE OUTSIDE OF ANY FEMA FLOODPLAIN (ZONE X) PER FIRM MAP No. 35001C0136G.

HYDROLOGIC METHODOLOGY

HYDROLOGIC ANALYSIS WAS PERFORMED PER CITY OF ALBUQUERQUE DEVELOPMENT PROCESS MANUAL FOR SMALL WATERSHEDS UNDER 40 ACRES. APPLICABLE LAND TREATMENT CLASSIFICATIONS AND PRECIPITATION VALUES WERE USED, SEE TABLE THIS SHEET.

HYDRAULIC METHODOLOGY

A DIP CROSSING IS PROPOSED TO ALLOW THE 100-YEAR PEAK FLOWRATE (11 CFS) ACROSS THE EAST ACCESS AT A DEPTH OF LESS THAN 12 INCHES. MANNING'S EQUATION ANALYSIS WAS PERFORMED USING BENTLEY FLOWMASTER SOFTWARE FOR A TRIANGULAR CHANNEL AND FOR A 'N' VALUE FOR PAVEMENT OF '0.15'. THIS ANALYSIS SHOWS THE 100-YEAR FLOW DEPTH AT APPROXIMATELY 6 INCHES, SEE TABLE THIS SHEET.

FIRST FLUSH

A STORMWATER PONDING AREA WILL BE PROVIDED NORTH OF THE WAREHOUSE THAT WILL HAVE A VOLUME OF 6,461 FT³ TO ACCOMMODATE THE MINOR INCREASE IN 100-YR STORM VOLUMES AND THE REQUIRED FIRST FLUSH VOLUME. THE FIRST FLUSH VOLUME WAS CALCULATED USING THE 80TH STORM PERCENTILE RUNOFF OF 0.23" ON THE NEW ROOF (INCLUDES CONCRETE PAD BELOW SOUTH CANOPY) AND ASPHALT ACCESS. THE REQUIRED FIRST FLUSH VOLUME IS 758 FT³; CALCULATED FOLLOWING:

- ROOF AREA = 6,300 FT²
- ASPHALT AREA = 2,800 FT²
- REQUIRED FIRST FLUSH VOLUME = 9,100 FT³ * (0.26 INCHES/12 INCHES) = 197 FT³
- PROVIDED FIRST FLUSH VOLUME = 197 FT³

EROSION CONTROL NOTES

- THE AREA OF DISTURBANCE FOR THE PROJECT IS ESTIMATED AT 0.70 ACRES. THIS AREA IS LESS THAN 1.00 ACRES, WHICH WOULD REQUIRE A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). A SWPPP IS NOT REQUIRED FOR THIS PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
- REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

PNM Critical Spares Warehouse

100-YR STORM RAINFALL DEPTHS				
P _{1-HR} (in)	P _{6-HR} (in)	P _{24-HR} (in)	P _{4-DAY} (in)	P _{10-DAY} (in)
2.01	2.35	2.75	3.3	3.95

PEAK DISCHARGE FACTORS			
Land Treatment C		Land Treatment D	
Q _{10-YR} (cfs/ac)	Q _{100-YR} (cfs/ac)	Q _{10-YR} (cfs/ac)	Q _{100-YR} (cfs/ac)
1.71	3.14	3.14	4.37

Precipitation Zone 2:		100-YR Storm:		P _{6-HR} :	2.35	P _{24-HR} :	2.75	10-YR Storm:		P _{6-HR} :	1.57	P _{24-HR} :	1.83			EXISTING AND PROPOSED RUNOFF VOLUMES					EXISTING AND PROPOSED PEAK FLOWRATES	
DRAINAGE AREA	AREA	LAND TREATMENT AREA BY TYPE				EXCESSIVE PRECIP. (E) BY LAND TREATMENT				E _{W,10-YR}	E _{W,100-YR}	V _{100, 6-HR}	V _{100, 24-HR}	V _{100, 24-HR} (ft ³)	V _{10, 6-HR}	V _{10, 24-HR}	Q ₁₀₀	Q ₁₀				
		A	B	C	D	C _{10-YR}	C _{100-YR}	D _{10-YR}	D _{100-YR}													
		(ac)	(ac)	(ac)	(ac)	(in.)	(in.)	(in.)	(in.)	(in.)	(in)	(ac-ft)	(ac-ft)	(ft ³)	(ac-ft)	(ac-ft)	(cfs)	(cfs)				
Existing:																						
A _{EXIST}		3.18	0.00	0.00	2.94	0.24	0.52	1.13	1.24	2.12	0.57	1.20	3.83	3.84	167,227	1.83	1.85	10.28	5.78			
Proposed:																						
A _{PROP}		3.18	0.00	0.00	2.82	0.36	0.52	1.13	1.24	2.12	0.60	1.24	3.95	3.96	172,576	1.91	1.94	10.43	5.95			
INCREASE DUE TO REDEVELOPMENT:														0.12	5,349	0.09	0.09	0.15	0.17			

INCREASE $V_{100,24-HR}$ (ft ³)	FIRST FLUSH VOLUME (ft ³)
5,349	197
: 5,546	
: 6,461	

DIP CROSSING FLOW DEPTH:

Mannings Ratings for Q100 = 11 cfs														
Label	Solve For	Friction Method	Roughness Coefficient	Channel Slope (ft/ft)	Normal Depth (ft)	Left Side Slope (H:V)	Right Side Slope (H:V)	Discharge (cfs)	Flow Area (ft²)	Wetted Perimeter (ft)	Hydraulic Radius (ft)	Top Width (ft)	Critical Depth (ft)	Critical Slope (ft/ft)
East Access - North Edge	Normal Depth	Manning Formula	0.015	0.011	0.48	11.650	12.980	11.00	2.8	11.8	0.24	11.76	0.55	0.005
East Access - South Edge	Normal Depth	Manning Formula	0.015	0.011	0.47	12.350	12.820	11.00	2.8	12.0	0.24	11.92	0.54	0.005
Velocity (ft/s)	Velocity Head (ft)	Specific Energy (ft)	Froude Number	Flow Type	Notes	Messages								
3.92	0.24	0.72	1.413	Supercritical										
3.90	0.24	0.71	1.411	Supercritical										

AS-BUILT CERTIFICATION STATEMENT

AS-BUILT INFORMATION BASED ON FIELD INSPECTION AND SURVEY DATA PROVIDED BY CONSTRUCTION SURVEY TECHNOLOGIES, INC.



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Critical Spares Warehouse for



Public Service Company of New Mexico

Reeves Generating Station

Albuquerque, New Mexico

DRAINAGE PLAN

C102

SHEET 3 OF 3

DRAINAGE COVENANT

This Drainage Covenant ("Covenant"), between Public Service Company of New Mexico ("Owner"), whose address is 4400 Paseo Del Norte NE and whose telephone number is (505) 241-7423 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. Owner is the current owner of certain real property described as:

TR OF LAND WITHIN NW 1/4 SEC 23 T1 1N R3CONT 79.9990 AC

REEVES STATION SITE ALBUQUERQUE NM 87109

UPC: 101706309537020175CA

in Bernalillo County, New Mexico (the "Property"). (Give legal description and filing information).

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") 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 Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No. D17D102A; 461 CUBIC FEET RETENTION POND (approximately two foot depth)

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

4. City's Right of Entry. 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. Demand for Construction or Repair. The City may send written notice ("Notice") to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) 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.

Doc# 2020015680

02/19/2020 03:43 PM Page: 1 of 5
COV R:\$25.00 Linda Stover, Bernalillo County



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.

7. 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 maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The 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 Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant 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.

10. 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.

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

4400 Paseo Del Norte NE
Albuquerque, NM 87113

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 (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested,

to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

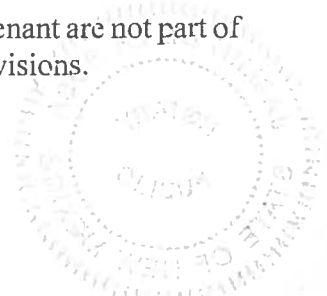
13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

14. Entire Agreement. 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 regarding this subject matter.

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

16. Construction and Severability. If any part of this Covenant is held to be invalid or unenforceable, the remainder of the Covenant will remain valid and enforceable if the remainder is reasonably capable of completion.

17. Captions. The captions to the sections or paragraphs of this Covenant are not part of this Covenant and will not affect the meaning of construction of any of its provisions.



OWNER:

By [signature]: _____
Name [print]: Heath Lee
Title: Director
Dated: 1-21-2020

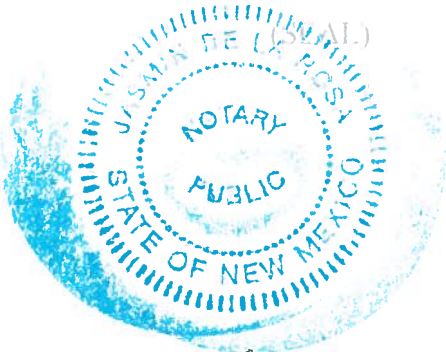
CITY OF ALBUQUERQUE:

By: [Signature] (A2)
Shahab Biazar, P.E., City engineer
Dated: 2/13/20

OWNER'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 21 day of January,
2020, by Heath Lee (name of person signing permit),
Plant Manager (title of person signing permit) of
_____. (Owner).

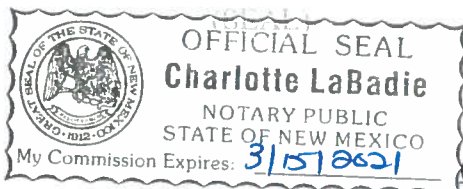


[Signature]
Notary Public
My Commission Expires: 1/25/23

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 13th day of
February 2020 by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque,
a municipal corporation, on behalf of said corporation.

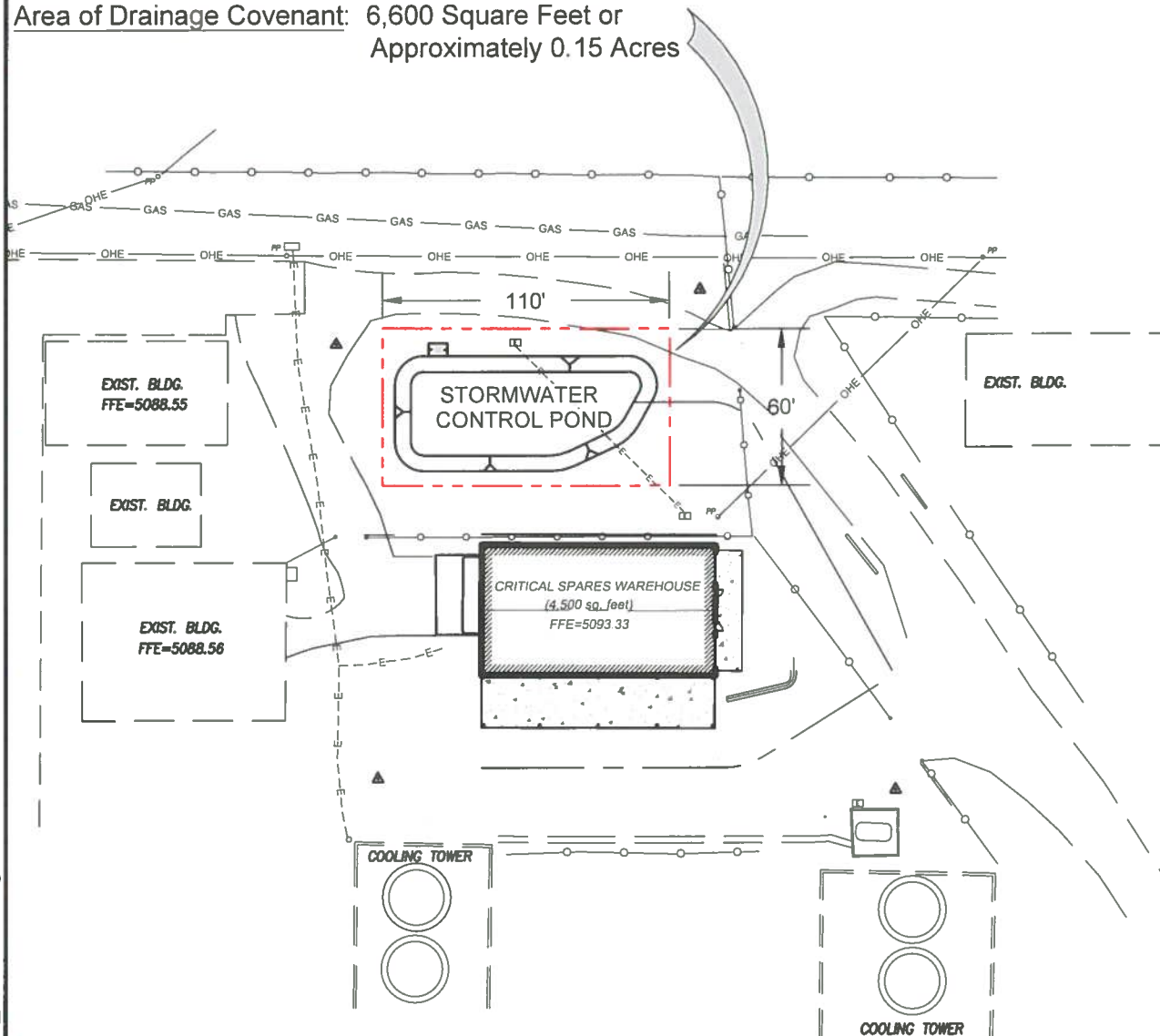


Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)

"EXHIBIT A"

Area of Drainage Covenant: 6,600 Square Feet or
Approximately 0.15 Acres



Public Service Company of New Mexico
Reeves Generating Station
Albuquerque, New Mexico



**DELPH
ENGINEERING**

3620 Wyoming Blvd NE, Suite 203
Albuquerque, NM 87111
(505) 295-8385

Drawing Title
EXHIBIT A - DRAINAGE COVENANT

Project Name
**CRITICAL SPARES WAREHOUSE
4400 PASEO DEL NORTE NE
COA Hydrology File No. D17D102A**

Job Number
19-64

Drawing Number
EX-A

Date
2/6/2020

