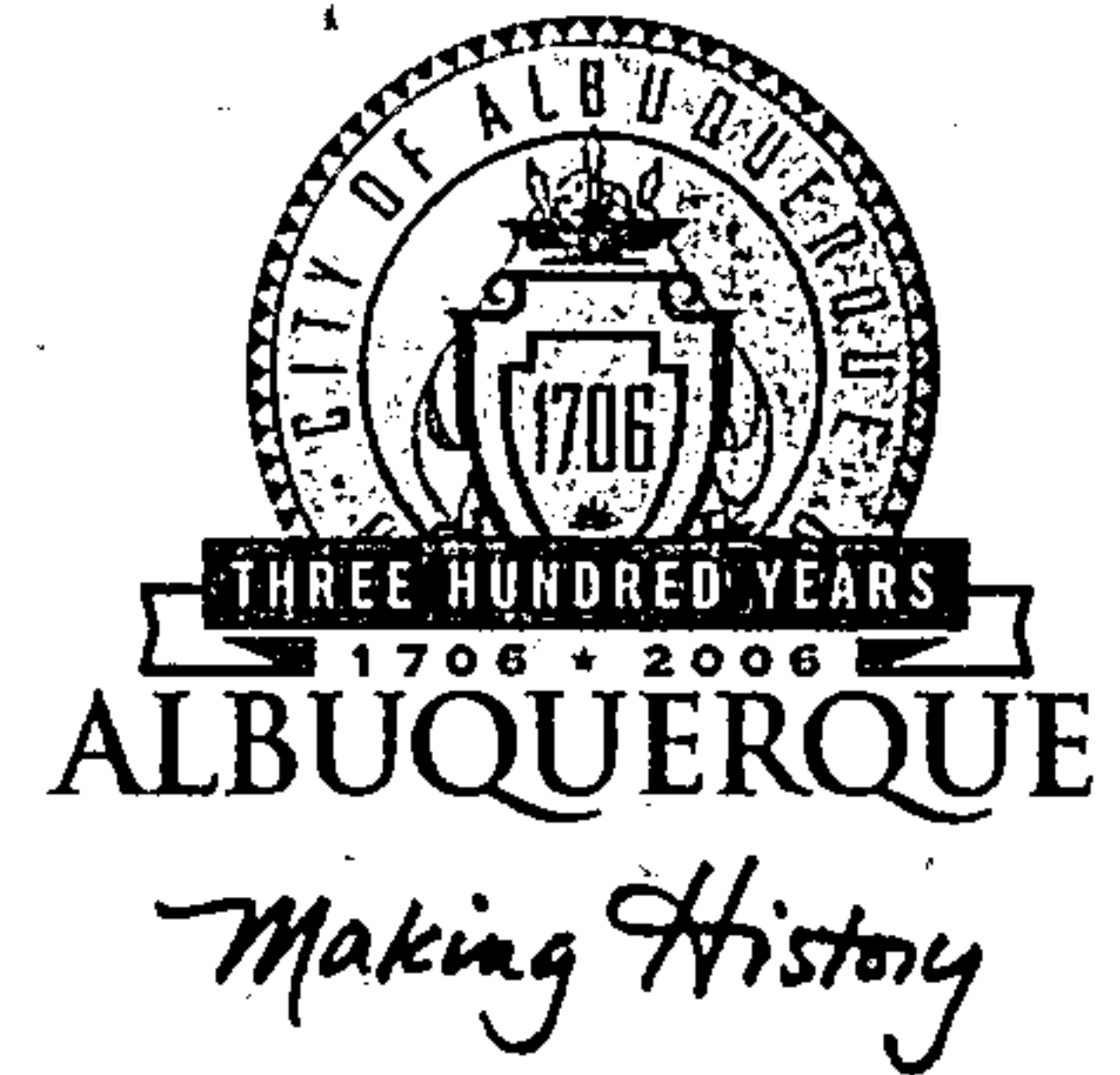


CITY OF ALBUQUERQUE



October 13, 2005

Mr. Ron Bohannon, PE
TIERRA WEST, LLC
8509 Jefferson St. NE
Albuquerque, NM 87113

RE: SEC LA ORILLA & COORS, BOSQUE PLAZA (E-12/D6)
Engineers Certification for Release of Financial Guaranty
Engineers Stamp dated 08/05/2004
Engineers Certification dated 10/07/2005

Dear Ron:

Based upon the information provided in your Engineer's Certification Submittal dated 10/12/2005, the above referenced plan is adequate to satisfy the Grading and Drainage Certification for Release of Financial Guaranty.

P.O. Box 1293

If you have any questions, you can contact me at 924-3982

Albuquerque

New Mexico 87103

Sincerely,

Arlene V. Portillo
Plan Checker, Planning Dept.- Hydrology
Development and Building Services

www.cabq.gov

C: Marilyn Maldonado, COA# 713481
File

REVISED
DRAINAGE REPORT

for

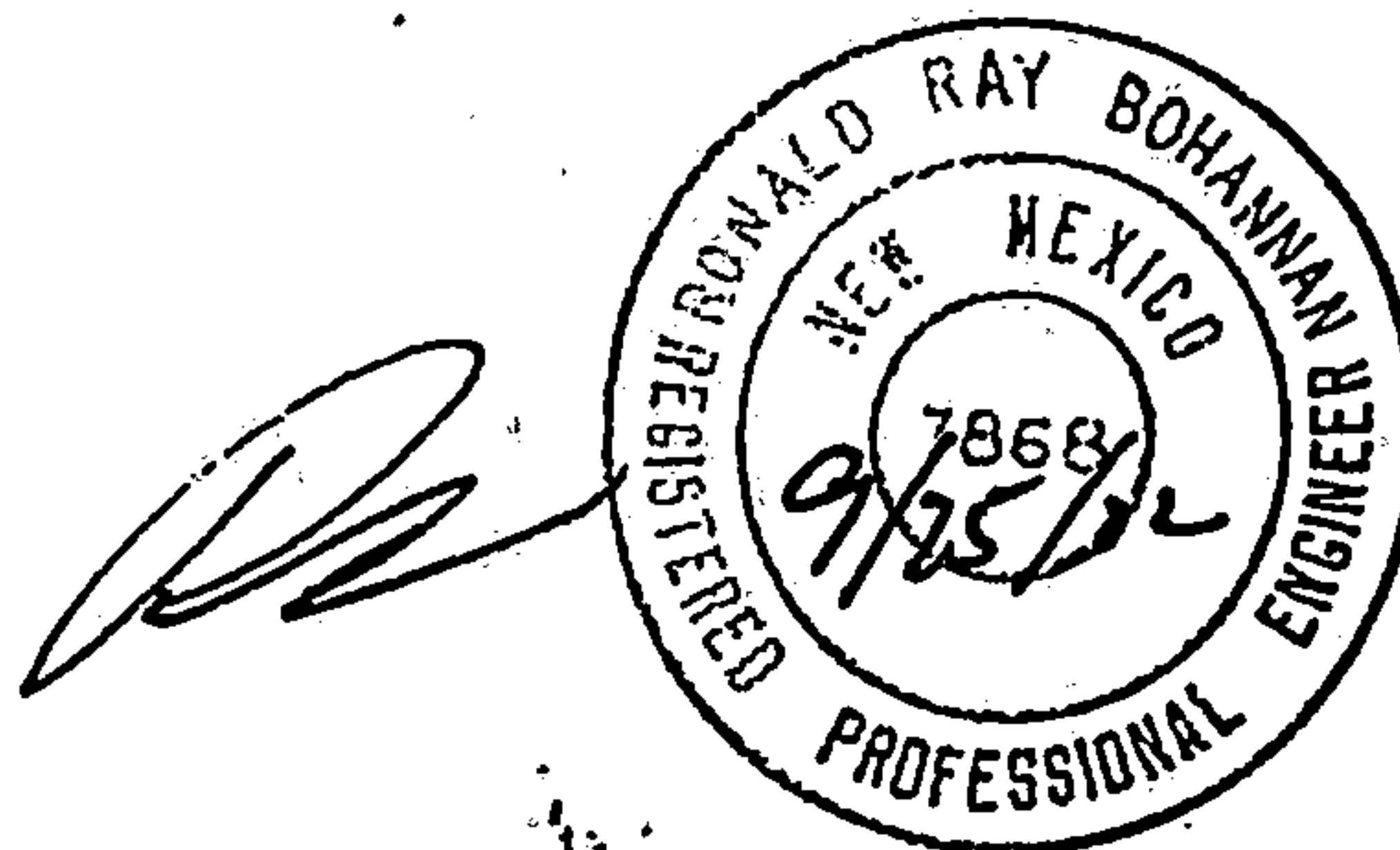
**Southeast Corner of La Orilla and Coors
Lots 1, 2, 3, 4, 5, 6A, 7A, 8
Of The
Lands of Martin L. Taylor
Albuquerque, New Mexico**

ERZD006

Prepared by

Tierra West, LLC
8509 Jefferson Blvd NE
Albuquerque, New Mexico 87113

Prepared for
Mr. Jim Shull Jr.
5445 Edith Boulevard NE, Unit F
Albuquerque, NM 87004



September 2002

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PURPOSE

The purpose of this report is to prove the development of the subject 11.54-acre property, for the use as a multi-user retail center, is in accordance with the DPM Chapter 22. This report will demonstrate that the proposed improvements do not adversely effect the surrounding properties nor the upstream or downstream facilities.

INTRODUCTION

The subject of this report, as shown on the Exhibit A vicinity map, is an 11.54-acre parcel of land located on the southeast corner of La Orilla Road and Coors Boulevard. The site is located on Zone Atlas page E-12. The site currently exists as seven separate properties. This site has been the subject of a previously submitted drainage report (E12/D6) prepared by A&E Engineering Inc. This report was never approved. The site was subdivided in 1987, yet the required infrastructure was never completed and the status of this required infrastructure remains in 'limbo'. This report will revise the previously submitted drainage plan to meet the current conditions. This site has also been analyzed by the La Orilla Master Drainage Study, prepared by Easterling & Associates and by the Riverside Plaza Master Drainage Study, prepared by Tierra West LLC (E12/D14). The Easterling report required a new outfall to the river, while the more current Tierra West report determined excess capacity of the downstream outfall structure at Montano Road and Winter Haven Road. This Riverside Plaza assigned an allowable discharge of 27.64 cfs from this site and its upstream basin onto Winter Haven road. The site currently accepts $58.25 + 2.85$ 61.14 cfs from the upland watershed this flow will decrease to 23.56 cfs once the area west of Coors develops. The developed site will discharge 45.90 cfs at full build out. The drainage solution will utilized the allowable discharge of 27.64 cfs to leave the site and be conveyed within Winter Haven Road to the Montano Outfall. A pond located at the sites eastern

Exhibit A- Vicinity Map

boundary will capture the flow that cannot be conveyed down Winter Haven. This pond will discharge at a peak rate of 1.23 cfs through an existing 12" pipe located in a private drainage easement to the Lower Corrales Riverside Drain.

EXISTING CONDITIONS

The site slopes from west to east with average grades between 2% to 5%. The site is currently in an undeveloped state, and a local contractor is using it as a staging area for the Coors Boulevard Paving Improvement project. A copy of the offsite and onsite basins is located in appendix A. Off-site flows enter the site from the west at two point sources as well as sheet flow from the Coors and La Orilla roadways. Two sets of culverts located under Coors Boulevard discharge 58.25 cfs in the undeveloped condition. This flow will be reduced to 21.07 cfs when the property west of Coors is developed. The adjacent roadways discharge 2.89 CFS as sheet flow over the entire west and north property lines. The site, in its undeveloped condition, generates an additional 23.36 cfs during the predicted 100-year, 6-hour storm event. The combined onsite and offsite flows sheet flow off the site along its eastern boundary. Once the flows leave the site it continues to flow across the adjacent Church parcel and enters the Middle Rio Grand Conservancy Right-of-Way, discharging to the Corrales Riverside Drain.

PROPOSED CONDITIONS

The development of this site shall be completed in phases. The initial phase will consist of the construction of the primary roadway, the detention facilities and the storm drain. Each parcel will be rough graded to conform to this drainage plan. Each individual lot must submit their grading plans for city of Albuquerque review and approval at the time of building Permit.

This site shall continue to allow the offsite flows to enter the site from the west. In the interim condition the offsite flows entering the site includes 42.27 cfs that enters the site at the northwest corner through a 30" culvert under Coors Boulevard. A second set of two 30" culverts allows 15.98 cfs to enter the site at the approximate midpoint of the west property line. The Adjacent roadways discharge 2.89 cfs as sheet flow across the site. In the developed condition each lot will be allowed to have a storm water discharge equivalent to an 85% D and a 15% C surface treatment or else 4.06 cfs per acre. Each lot shall discharge the entire 100-year developed storm water to the main drive. An Onsite Drainage Basin Map and allowable discharge table is located in Appendix B.

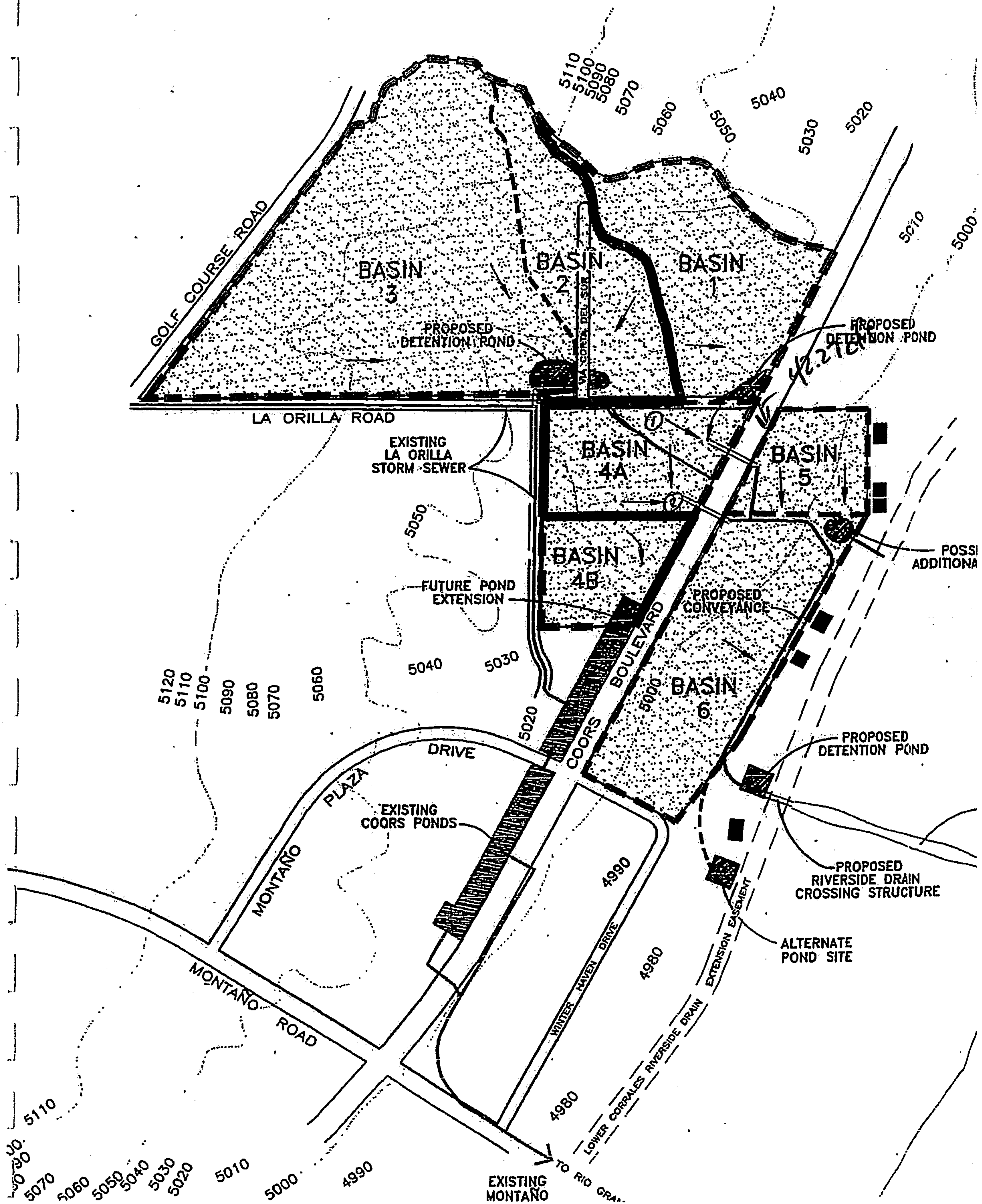
A curb opening and concrete channel will be constructed from the main drive to the end of the existing Winter Haven Cul-de-sac. As shown in appendix C the curb opening acts as a weir limiting the flow leaving the site to 27.14 cfs, which is less than the rate of 27.64 allowed in the Riverside Plaza drainage study. The remaining flow that is unable to be captured by this channel will continue to drain within the roadway and enter a 1.5-acre foot detention pond located along the properties east boundary. As shown in Appendix B the rundown has the ability to pass 77.41 cfs, which is greater than the proposed discharge of 77.84 cfs. All of the flows entering the site will be discharged at a rate of 1.23 cfs through the existing 12" penetration to the Corrales Riverside Drain. This outfall will consist of a oil and sediment trap as well as an orifice plate to control the discharge. The function of this pond has been modeled using AHYMO. The input and output files have been included in appendix D. Should this site incur any flows greater than the 100-year, 6-hour design storm event, the rundowns and weirs will overflow and the same drainage patterns will convey the flow to the downstream drainage facilities. The outfall structure will be constructed such that it will overflow prior to the pond breaching.

SUMMARY AND RECOMMENDATIONS

This site is a developed parcel within the City of Albuquerque. The initial proposed improvements will consist of the main roadway and all of the drainage facilities to handle the entire developed site. Each lot will be rough graded to drain to the main roadway. This site will continue to accept the interim offsite flow of 58.25 cfs as well as the reduced future offsite flow of 21.07 cfs. Each lot will be allowed to discharge 4.01cfs during fully developed conditions. The site will discharge 27.14 cfs to the Wine Haven Right-of-way with the remaining flow continue east until captured by a detention pond. This pond will drain at a rate of 1.23 cfs through an existing 12" penetration into the Corrales riverside drain. The development of this site is consistent with the DPM, Chapter 22, Hydrology section. Since this site encompasses more than 5 acres, a NPDES permit is required prior to any construction activity. Improvements are to occur within City Right-of-Way; therefore a Work Order will be required. It is recommended this development be approved for Rough Grading, Site Plan for Subdivision, Preliminary and Final Plat.

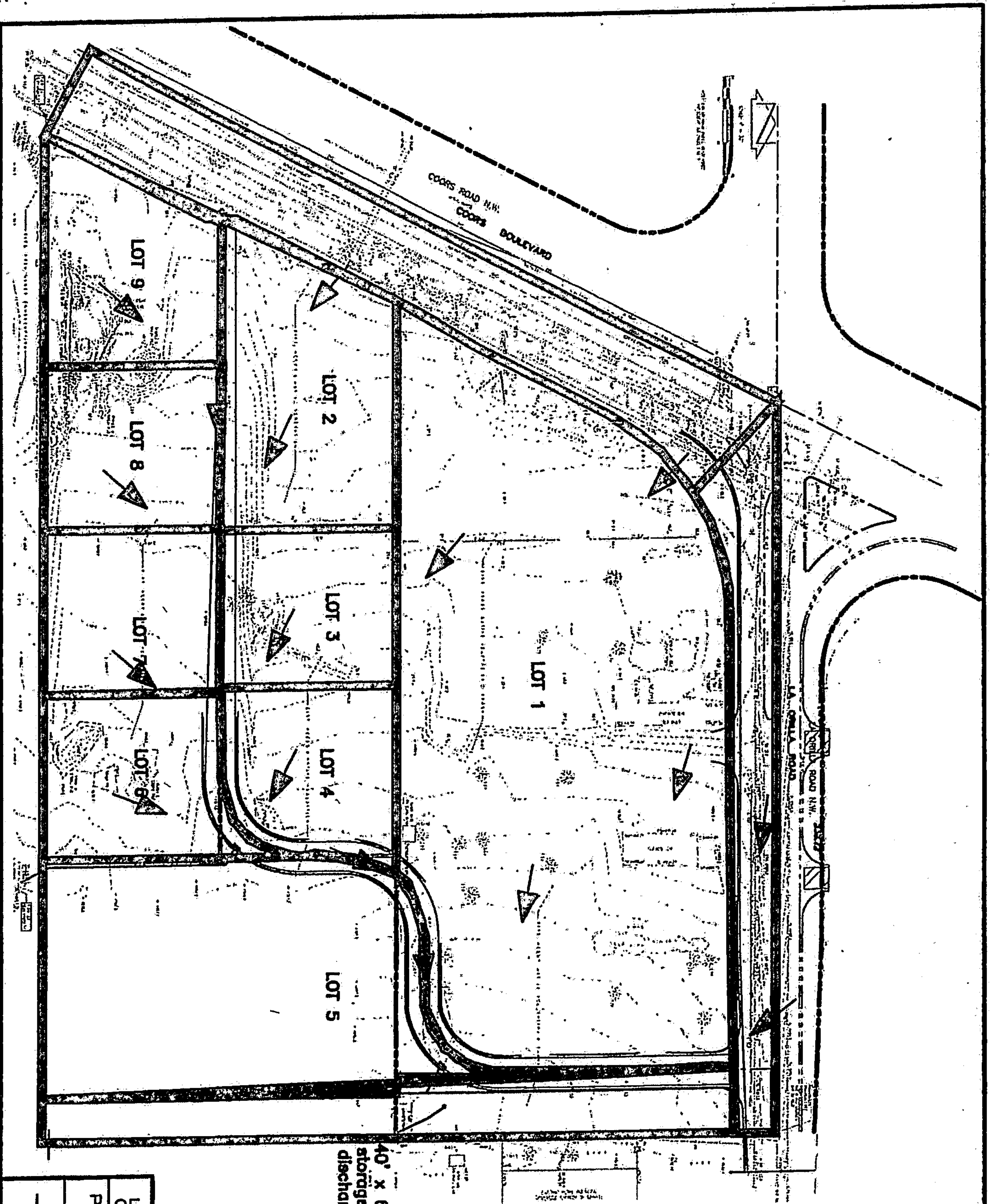
APPENDIX A

EXISTING CONDITION SITE HYDROLOGY



APPENDIX B

PROPOSED CONDITION SITE HYDROLOGY



Weighted E Method

Developed Basins

Basin	Area (sf)	Area (acres)	Treatment A		Treatment B		Treatment C		Treatment D		100-Year			10-Year		
			%	(acres)	%	(acres)	%	(acres)	%	(acres)	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs
LOT1	215186.40	4.940	0%	0	0%	0.000	15%	0.741	85%	4.199	1.840	0.000	19.87	0.000	0.000	14.45
LOT2	41382.00	0.950	0%	0	0%	0.000	15%	0.1425	85%	0.808	1.823	0.144	3.82	1.217	0.096	2.78
LOT3	23958.00	0.550	0%	0	0%	0.000	15%	0.0825	85%	0.468	1.823	0.084	2.21	1.217	0.056	1.61
LOT4	26136.00	0.600	0%	0	0%	0.000	15%	0.09	85%	0.510	1.823	0.091	2.41	1.217	0.061	1.76
LOT5	87120.00	2.000	0%	0	0%	0.000	15%	0.3	85%	1.700	1.823	0.304	8.05	1.217	0.203	5.85
LOT6	25264.80	0.580	0%	0	0%	0.000	15%	0.087	85%	0.493	1.823	0.088	2.33	1.217	0.059	1.70
LOT7	25264.80	0.580	0%	0	0%	0.000	15%	0.087	85%	0.493	1.823	0.088	2.33	1.217	0.059	1.70
LOT8	24829.20	0.570	0%	0	0%	0.000	15%	0.0855	85%	0.485	1.823	0.087	2.29	1.217	0.058	1.67
LOT9	27878.40	0.640	0%	0	0%	0.000	15%	0.096	85%	0.544	1.823	0.097	2.57	1.217	0.065	1.87
TOTAL	497019.60	11.410		0.000		0.000		1.712		9.699		0.983	45.902		0.656	33.380

Equations:

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

Volume = Weighted D * Total Area

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

Where

Ea=	0.44	Qa=	1.29
Eb=	0.67	Qb=	2.03
Ec=	0.99	Qc=	2.87
Ed=	1.97	Qd=	4.37

APPENDIX C

HYDRAULIC CALCULATIONS

Overflow Weirs

Weir Equation:

$$Q = CLH^{3/2}$$

Q = flow (cfs) = 27.64 cfs Allowable

C = 2.75

H = Curb Height (ft)

L = width of opening

WINTER HAVEN WEIR

$$Q_{\max} = 2.75(L)(.67)^{3/2} = 27.64 \text{ cfs}$$

$$L = 27.64 / [(2.75)(.67)^{3/2}] = 18.32 \text{ feet}$$

For ease of construction we shall use an 18' wide opening

$$Q_{\max} = 2.75(18)(.67)^{3/2} = 27.15 \text{ cfs}$$

POND RUNDOWN

$$Q_{\max} = 2.75(L)(1)^{3/2} = 77.84 \text{ cfs}$$

$$L = 77.84 / [(2.75)(1)^{3/2}] = 28.3 \text{ feet}$$

VOLUME CALCULATIONS

POND

Ab - Bottom Of The Pond Surface Area

At - Top Of The Pond Surface Area

D - Water Depth

Dt - Total Pond Depth

C - Change In Surface Area / Water Depth

$$\text{Volume} = \text{Ab} * \text{D} + 0.5 * \text{C} * \text{D}^2$$

$$\text{C} = (\text{At} - \text{Ab}) / \text{Dt}$$

$$\text{Ab} = 12,400.00$$

$$\text{At} = 27,100.00$$

$$\text{Dt} = 4.00$$

$$\text{C} = 3675.00$$

ACTUAL ELEV.	DEPTH (FT)	VOLUME (AC-FT)	Q (CFS)
87.00	0	0	0.0000
88.00	1	0.2847	0.5842
89.00	2	0.6115	0.8788
90.00	3	1.0227	1.0970
91.00	4	1.5183	1.2784

Orifice Equation

$$Q = \text{CA} \sqrt{2gH}$$

$$C = 0.6$$

$$\text{Diameter (in)} = 5$$

$$\text{Area (ft}^2\text{)} = 0.13635385$$

$$g = 32.2$$

$$H \text{ (Ft)} = \text{Depth of water above center of orifice}$$

$$Q \text{ (CFS)} = \text{Flow}$$

Channel Capacity

	Top Width	Bottom Width	Depth	Area	WP	R	Slope	Q Provided	Q Required	Velocity
	(ft)	(ft)	(ft)	(ft ²)	(ft)		(%)	(cfs)	(cfs)	(ft/s)
NORTH	22	6	2	28.00	22.49	1.2448637	0.5	200.81	42.27	1.51
SOUTH	22	6	2	28.00	22.49	1.2448637	1	283.99	15.98	0.57

Manning's Equation:

$$Q = 1.49/n * A * R^{(2/3)} * S^{(1/2)}$$

A = Area

R = D/4

S = Slope

n = 0.017

APPENDIX D
AHYMO ANALYSIS

```
*****
*                                     LA ORILLA AND COORS                                     *
*****
*
*****
*
*****
*
***** AHYMO INPUT DATA *****
*****
START                                0.0 HOURS
*
RAINFALL                            TYPE=2
                                      RAIN QTR=0.00 IN
                                      RAIN ONE=1.87 IN
                                      RAIN SIX=2.20 IN
                                      RAIN DAY=2.66 IN
                                      DT=0.0500 HRS
*
*****
***** OFFSITE FLOWS DURING EXISTING CONDITIONS *****
*****
***** BASIN 1 *****
*****
COMPUTE NM HYD ID=10 HYD NO=201.1 AREA=0.03475 SQ MI
                PER A=100.00 PER B=0.00 PER C=0.00 PER D=0.00
                TP=-0.1333 HR MASS RAINFALL=-1
PRINT HYD      ID=10 CODE=1
*
***** BASIN 4A *****
*****
COMPUTE NM HYD ID=20 HYD NO=201.2 AREA=0.023 SQ MI
                PER A=0.00 PER B=100.00 PER C=0.00 PER D=0.00
                TP=-0.1333 HR MASS RAINFALL=-1
PRINT HYD      ID=20 CODE=1
*
***** ONSITE DEVELOPED *****
*****
COMPUTE NM HYD ID=30 HYD NO=201.P AREA=0.0179 SQ MI
                PER A=0.00 PER B=0.00 PER C=15.00 PER D=85.00
                TP=-0.1333 HR MASS RAINFALL=-1
PRINT HYD      ID=30 CODE=1
```

* ADD BASIN 1, 4A, ONSITE *

*

ADD HYD ID=40 HYD NO=101.2 ID=10 ID=20
ADD HYD ID=41 HYD NO=101.3 ID=40 ID=30
PRINT HYD ID=41 CODE=1

* ADD BASIN 1, 4A, ONSITE *

*

ADD HYD ID=40 HYD NO=101.2 ID=10 ID=20
ADD HYD ID=41 HYD NO=101.3 ID=40 ID=30
PRINT HYD ID=41 CODE=1

* ACCOUNT FOR FLOW DISCHARGING TO WINTER HAVEN ROAD *

DIVIDE HYD ID=41 Q=27.15 ID=50 HYD NO=103.1
ID=51 HYD NO=103.2
PRINT HYD ID=51 CODE=1

* ROUTE DISCHARGE THROUGH DETENTION SYSTEM *

*

ROUTE RESERVOIR	ID=60 HYD NO=104.1 INFLOW ID=51	CODE=24
OUTFLOW(CFS)	STORAGE(AC-FT)	ELEVATION(FT)
0.0	0.0000	4987.0
0.5842	0.2847	4988.0
0.8788	0.6115	4989.0
1.0970	1.0227	4990.0
1.2784	1.5183	4991.0

PRINT HYD ID=60 CODE=1

*

FINISH

AHYMO PROGRAM (AHYMO_97) - Version: 1997.02a
 RUN DATE (MON/DAY/YR) = 04/03/2002
 START TIME (HR:MIN:SEC) = 10:59:33 USER NO.= AHYMO-I-
 9702a0100011K-SH
 INPUT FILE = C:\AHYMO_97\RAIN100.TXT

```

*****
*                                     *
*               LA ORILLA AND COORS   *
*                                     *
*****
*
*
***** AHYMO INPUT DATA *****
START          0.0 HOURS
*
RAINFALL      TYPE=2
              RAIN QTR=0.00 IN
              RAIN ONE=1.87 IN
              RAIN SIX=2.20 IN
              RAIN DAY=2.66 IN
              DT=0.0500 HRS

```

COMPUTED 24-HOUR RAINFALL DISTRIBUTION BASED ON NOAA ATLAS 2
 - PEAK AT 1.40 HR.

DT =	.050000 HOURS			END TIME = 24.000000 HOURS		
.0000	.0025	.0050	.0076	.0103	.0131	.0160
.0190	.0222	.0254	.0289	.0324	.0362	.0401
.0443	.0487	.0534	.0584	.0637	.0695	.0758
.0837	.0924	.1176	.1773	.2798	.4384	.6668
.9790	1.2253	1.3366	1.4295	1.5109	1.5836	1.6495
1.7096	1.7648	1.8156	1.8624	1.9057	1.9458	1.9548
1.9631	1.9708	1.9780	1.9848	1.9912	1.9973	2.0031
2.0087	2.0140	2.0191	2.0240	2.0287	2.0333	2.0377
2.0420	2.0462	2.0502	2.0542	2.0580	2.0617	2.0653
2.0689	2.0724	2.0757	2.0791	2.0823	2.0855	2.0886
2.0916	2.0946	2.0976	2.1005	2.1033	2.1061	2.1088
2.1115	2.1142	2.1168	2.1193	2.1219	2.1244	2.1268
2.1293	2.1316	2.1340	2.1363	2.1386	2.1409	2.1431
2.1453	2.1475	2.1497	2.1518	2.1539	2.1560	2.1580
2.1601	2.1621	2.1641	2.1660	2.1680	2.1699	2.1718
2.1737	2.1756	2.1774	2.1793	2.1811	2.1829	2.1847
2.1864	2.1882	2.1899	2.1916	2.1933	2.1950	2.1967
2.1984	2.2000	2.2020	2.2039	2.2059	2.2078	2.2097
2.2117	2.2136	2.2155	2.2174	2.2193	2.2212	2.2231
2.2249	2.2268	2.2287	2.2305	2.2324	2.2342	2.2361
2.2379	2.2398	2.2416	2.2434	2.2452	2.2470	2.2488
2.2506	2.2524	2.2542	2.2559	2.2577	2.2595	2.2612
2.2630	2.2647	2.2665	2.2682	2.2700	2.2717	2.2734
2.2751	2.2768	2.2785	2.2802	2.2819	2.2836	2.2853
2.2870	2.2887	2.2903	2.2920	2.2937	2.2953	2.2970
2.2986	2.3002	2.3019	2.3035	2.3051	2.3068	2.3084
2.3100	2.3116	2.3132	2.3148	2.3164	2.3180	2.3196
2.3212	2.3227	2.3243	2.3259	2.3274	2.3290	2.3305
2.3321	2.3336	2.3352	2.3367	2.3383	2.3398	2.3413
2.3428	2.3444	2.3459	2.3474	2.3489	2.3504	2.3519

2.3534	2.3549	2.3563	2.3578	2.3593	2.3608	2.3622
2.3637	2.3652	2.3666	2.3681	2.3695	2.3710	2.3724
2.3739	2.3753	2.3767	2.3782	2.3796	2.3810	2.3824
2.3839	2.3853	2.3867	2.3881	2.3895	2.3909	2.3923
2.3937	2.3951	2.3965	2.3978	2.3992	2.4006	2.4020
2.4033	2.4047	2.4061	2.4074	2.4088	2.4101	2.4115
2.4128	2.4142	2.4155	2.4168	2.4182	2.4195	2.4208
2.4222	2.4235	2.4248	2.4261	2.4274	2.4287	2.4300
2.4314	2.4327	2.4340	2.4352	2.4365	2.4378	2.4391
2.4404	2.4417	2.4430	2.4442	2.4455	2.4468	2.4480
2.4493	2.4506	2.4518	2.4531	2.4543	2.4556	2.4568
2.4581	2.4593	2.4606	2.4618	2.4630	2.4643	2.4655
2.4667	2.4680	2.4692	2.4704	2.4716	2.4728	2.4740
2.4753	2.4765	2.4777	2.4789	2.4801	2.4813	2.4825
2.4837	2.4849	2.4860	2.4872	2.4884	2.4896	2.4908
2.4919	2.4931	2.4943	2.4955	2.4966	2.4978	2.4990
2.5001	2.5013	2.5024	2.5036	2.5047	2.5059	2.5070
2.5082	2.5093	2.5105	2.5116	2.5127	2.5139	2.5150
2.5161	2.5172	2.5184	2.5195	2.5206	2.5217	2.5229
2.5240	2.5251	2.5262	2.5273	2.5284	2.5295	2.5306
2.5317	2.5328	2.5339	2.5350	2.5361	2.5372	2.5383
2.5394	2.5404	2.5415	2.5426	2.5437	2.5448	2.5458
2.5469	2.5480	2.5490	2.5501	2.5512	2.5522	2.5533
2.5544	2.5554	2.5565	2.5575	2.5586	2.5596	2.5607
2.5617	2.5628	2.5638	2.5649	2.5659	2.5669	2.5680
2.5690	2.5700	2.5711	2.5721	2.5731	2.5741	2.5752
2.5762	2.5772	2.5782	2.5792	2.5803	2.5813	2.5823
2.5833	2.5843	2.5853	2.5863	2.5873	2.5883	2.5893
2.5903	2.5913	2.5923	2.5933	2.5943	2.5953	2.5963
2.5973	2.5982	2.5992	2.6002	2.6012	2.6022	2.6031
2.6041	2.6051	2.6061	2.6070	2.6080	2.6090	2.6099
2.6109	2.6119	2.6128	2.6138	2.6148	2.6157	2.6167
2.6176	2.6186	2.6195	2.6205	2.6214	2.6224	2.6233
2.6243	2.6252	2.6261	2.6271	2.6280	2.6290	2.6299
2.6308	2.6318	2.6327	2.6336	2.6346	2.6355	2.6364
2.6373	2.6383	2.6392	2.6401	2.6410	2.6419	2.6428
2.6438	2.6447	2.6456	2.6465	2.6474	2.6483	2.6492
2.6501	2.6510	2.6519	2.6528	2.6537	2.6546	2.6555
2.6564	2.6573	2.6582	2.6591	2.6600		

*

 * OFFSITE FLOWS DURING EXISTING CONDITIONS *

 * BASIN 1 *

 COMPUTE NM, HYD ID=10 HYD NO=201.1 AREA=0.03475 SQ MI
 PER A=100.00 PER B=0.00 PER C=0.00 PER D=0.00
 TP=-0.1333 HR MASS RAINFALL=-1

K = .163684HR TP = .133300HR K/TP RATIO = 1.227936
 SHAPE CONSTANT, N = 2.899764
 UNIT PEAK = 71.310 CFS UNIT VOLUME = .9982 B =
 273.54 P60 = 1.8700
 AREA = .034750 SQ MI IA = .65000 INCHES INF = 1.67000
 INCHES PER HOUR

42.27 cfs

RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT
= .050000

PRINT HYD

ID=10 CODE=1

PARTIAL HYDROGRAPH 201.10

RUNOFF VOLUME = .43936 INCHES = .8143 ACRE-Feet
PEAK DISCHARGE RATE = 28.59 CFS AT 1.500 HOURS BASIN AREA =
.0348 SQ. MI.

*

* BASIN 4A *

*

COMPUTE NM HYD ID=20 HYD NO=201.2 AREA=0.023 SQ MI
PER A=0.00 PER B=100.00 PER C=0.00 PER D=0.00
TP=-0.1333 HR MASS RAINFALL=-1

K = .130992HR TP = .133300HR K/TP RATIO = .982685
SHAPE CONSTANT, N = 3.593448
UNIT PEAK = 56.437 CFS UNIT VOLUME = 1.001 B =
327.09 P60 = 1.8700
AREA = .023000 SQ MI IA = .50000 INCHES INF = 1.25000
INCHES PER HOUR

RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT
= .050000

PRINT HYD

ID=20 CODE=1

PARTIAL HYDROGRAPH 201.20

RUNOFF VOLUME = .66636 INCHES = .8174 ACRE-Feet
PEAK DISCHARGE RATE = 29.66 CFS AT 1.500 HOURS BASIN AREA =
.0230 SQ. MI.

*

* ONSITE DEVELOPED *

*

COMPUTE NM HYD ID=30 HYD NO=201.P AREA=0.0179 SQ MI
PER A=0.00 PER B=0.00 PER C=15.00 PER D=85.00
TP=-0.1333 HR MASS RAINFALL=-1

K = .072649HR TP = .133300HR K/TP RATIO = .545000
SHAPE CONSTANT, N = 7.106420
UNIT PEAK = 60.070 CFS UNIT VOLUME = .9989 B =
526.28 P60 = 1.8700

RUNOFF VOLUME = .92783 INCHES = 3.7435 ACRE-FEET
PEAK DISCHARGE RATE = 104.99 CFS AT 1.500 HOURS BASIN AREA =
.0757 SQ. MI.

* ACCOUNT FOR FLOW DISCHARGING TO WINTER HAVEN ROAD *

DIVIDE HYD ID=41 Q=27.15 ID=50 HYD NO=103.1
ID=51 HYD NO=103.2
PRINT HYD ID=51 CODE=1

PARTIAL HYDROGRAPH 103.20

RUNOFF VOLUME = .92783 INCHES = 1.4274 ACRE-FEET
PEAK DISCHARGE RATE = 77.84 CFS AT 1.500 HOURS BASIN AREA =
.0288 SQ. MI.

* ROUTE DISCHARGE THROUGH DETENTION SYSTEM *

ROUTE RESERVOIR ID=60 HYD NO=104.1 INFLOW ID=51 CODE=24
OUTFLOW(CFS) STORAGE(AC-FT) ELEVATION(FT)
0.0 0.0000 4987.0
0.5842 0.2847 4988.0
0.8788 0.6115 4989.0
1.0970 1.0227 4990.0
1.2784 1.5183 4991.0

* * * * *

TIME (HRS)	INFLOW (CFS)	ELEV (FEET)	VOLUME (AC-FT)	OUTFLOW (CFS)
---------------	-----------------	----------------	-------------------	------------------

.00	.00	4987.00	.000	.00
1.20	.00	4987.00	.000	.00

PEAK DISCHARGE = 1.232 CFS - PEAK OCCURS AT HOUR 1.85

MAXIMUM WATER SURFACE ELEVATION = 4990.743

MAXIMUM STORAGE = 1.3909 AC-FT INCREMENTAL TIME=

.050000HRS

PRINT HYD ID=60 CODE=1

PARTIAL HYDROGRAPH 104.10

RUNOFF VOLUME = .90988 INCHES = 1.3997 ACRE-FEET
PEAK DISCHARGE RATE = 1.23 CFS AT 1.850 HOURS BASIN AREA =
.0288 SQ. MI.

AREA = .015215 SQ MI IA = .10000 INCHES INF = .04000
INCHES PER HOUR
RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT
= .050000

K = .105867HR TP = .133300HR K/TP RATIO = .794199
SHAPE CONSTANT, N = 4.514851
UNIT PEAK = 7.8182 CFS UNIT VOLUME = 1.000 B =
388.14 P60 = 1.8700
AREA = .002685 SQ MI IA = .35000 INCHES INF = .83000
INCHES PER HOUR
RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT
= .050000

PRINT HYD ID=30 CODE=1

HYDROGRAPH FROM AREA 201.P

RUNOFF VOLUME = 2.21212 INCHES = 2.1118 ACRE-FEET
PEAK DISCHARGE RATE = 46.74 CFS AT 1.500 HOURS BASIN AREA =
.0179 SQ. MI.

* ADD BASIN 1,4A,ONSITE *

*

ADD HYD ID=40 HYD NO=101.2 ID=10 ID=20
ADD HYD ID=41 HYD NO=101.3 ID=40 ID=30
PRINT HYD ID=41 CODE=1

PARTIAL HYDROGRAPH 101.30

RUNOFF VOLUME = .92783 INCHES = 3.7435 ACRE-FEET
PEAK DISCHARGE RATE = 104.99 CFS AT 1.500 HOURS BASIN AREA =
.0757 SQ. MI.

* ADD BASIN 1,4A,ONSITE *

*

ADD HYD ID=40 HYD NO=101.2 ID=10 ID=20
ADD HYD ID=41 HYD NO=101.3 ID=40 ID=30
PRINT HYD ID=41 CODE=1

PARTIAL HYDROGRAPH 101.30

*
FINISH

NORMAL PROGRAM FINISH

END TIME (HR:MIN:SEC) = 10:59:33

APPENDIX E

EXCERPTS FROM RIVERSIDE PLAZA DRAINAGE REPORTS

not affect the site. However, the future proposed solution for Basin 5 is to drain through the Montano Commercial site to the Montano box culvert outfall. Basin 4A is located west of Coors Boulevard and will continue to drain east to culverts that will convey the flow into the site (Basin 6).

A proposed storm drain system on the Montano Commercial site will collect the flows from off-site Basin 4A as they exit the existing 30" culverts and enter the site. This proposed storm drain system will daylight in a landscaped median and then be routed through the site to Winter Haven Road. The developed flows from offsite Basin 5 will drain to Winter Haven Road through a separate future storm drain system that will be designed when Basin 5 is developed. Winter Haven Road will convey the flows from both the on-site and off-site basins to the box culvert under Montano Boulevard.

FIRM Map and Soil Conditions

The site is located on FIRM Maps 35001C0116 D and 35001C0118 D as shown on the attached excerpt (Map 3). The map shows that the site does not lie within any 100 year flood plains.

The site contains one soil type from the Soil Conservation Service Soil Survey of Bernalillo County. It is a Bluepoint loamy fine sand which has slow runoff and a severe hazard of soil blowing. This soil also has rapid permeability.

On-Site Drainage Management Plan

There are six proposed basins on the site (Map 4). Basin 1 consists of the south portion of the site. This basin will discharge 15.21 cfs of developed flows through three 24" sidewalk culverts to Winter Haven Road. Basin 2 consists of the south-central portion of the site. This basin will discharge 42.09 cfs of developed flow through a driveway to Winter Haven Road.

Basin 3, with a developed discharge rate of 35.77 cfs, consists of the northern portion of the site. This basin will discharge through a driveway to Winter Haven Road. Basin 3A consists of the northwest corner of the site and has a developed flow of 6.58 cfs. Two sidewalk culverts will convey the flows to Basin 3 where they will eventually discharge to Winterhaven Road. Basin 4 consists of the northern tip of the site. This basin has a developed flow of 6.46 cfs and will flow west to Winter Haven Road. No development is proposed for Basin 4 at this time, however, the basin was assumed fully developed for purposes of designing the outfall for the site. Basin 5 consists of Winter Haven Road which will be developed with this project.

There is a limited capacity to Winter Haven Road. The depth of water in the road can not exceed one foot. To achieve this, there will be restrictions to the amount of drainage the upstream basins can discharge. The upstream basins will be able to discharge 0.57 cfs per acre. Consequently, Offsite Basin 1 will be allowed to discharge 12.68 cfs. Offsite Basin 4A will have an allowable discharge of 8.39 cfs and Offsite Basin 5 will have an allowable discharge of 6.57 cfs.

The flows will be routed in Winterhaven Road to an existing detention pond located in the Montano Plaza Shopping Center on the northeast corner of Coors and Montano. A cattle guard inlet will capture the 124.21 cfs in Winter Haven Road and will convey the flows to the detention pond. An existing 6' x 4' box culvert acts as an outfall for the pond and connects to the existing 6' x 10' box culvert under Montano Road. A proposed 12" RCP will be constructed adjacent to the 6' x 4' culvert to act as an additional outfall from the pond. The pond has capacity for the additional flows with the proposed 12" RCP.

Winter Haven Road

Winter Haven Road has a super-elevated cross-section that was designed specifically for this project. Currently, the road has existing temporary pavement and is in poor condition.

* excerpted from Riverside Plaza Drainage report (E-12/D-14)



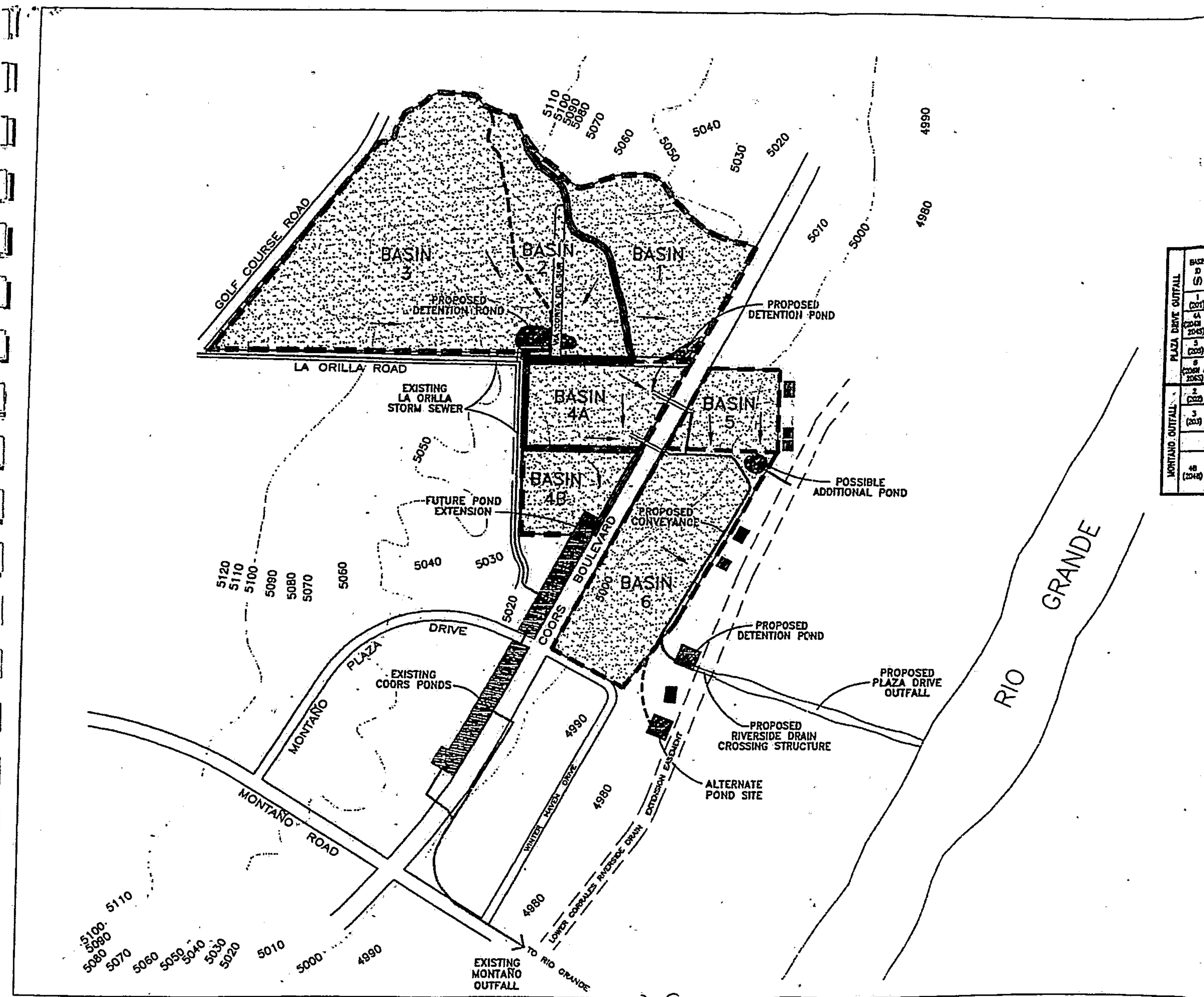
SCALE: 1"=600' (APPROX)

HYDROLOGY SUMMARY JULY 1994

BASIN (S)	SURFACE AREA (A ²)	TIME TO PEAK TP (HRS)	LAND USE TYPES (%)				ON-SITE GENERATED RUNOFF 100-YR. 24-HR. EVENT P=2.0%		RECOMMENDED DETENTION AND DISCHARGE		NOTES	
			A	B	C	D	Q ₁₀₀ (CFS)	VOL ₁₀₀ (AC-FT)	Q ₁₀₀ (CFS)	STORAGE (AC-FT)		
PLAZA DRIVE OUTFALL	1 (201)	0.018	0.13	70	20	5	5	48	1.5	20	0.3	ALL COLLECTED RUNOFF TO BE DETAINED IN POND. MAX STORAGE = 3.2 AC-FT MAX Q ₁₀₀ = 110 CFS DISCHARGE WILL CROSS OVER RIVERSIDE BRN TO SLOPES WHERE IT WILL BE CONVERTED TO GRANDE OR DISPERSED TO CREATE WETLAND AREA.
	2 (201)	0.013	0.13	0	10	10	80	80	2.8	80	0	
	3 (201)	0.018	0.13	0	10	10	80	48	2.0	48	0	
	4 (201)	0.018	0.13	5	5	5	85	117	5.3	117	0	
MONTANO OUTFALL	2 (203)	0.013	0.13	70	20	5	5	33	1.1	3	3.3	BOTH BASINS 2 & 3 WILL BE DETAINED IN A HYDRAULICALLY CONNECTED POND. WILL DISCHARGE C/S CFS TO LA ORILLA ROAD STORM DRAIN.
	3 (203)	0.017	0.13	80	10	5	5	90	2.7			
	4B (204B)	0.018	0.13	0	10	10	80	41	1.5	N/A	N/A	
												RUNOFF FROM BASIN 4B IS TO BE COLLECTED IN EXISTING OR EXISTING GRASSY POND. WORK TO BE DONE WHEN BASIN 4B DEVELOPS.

MAP 2 LA ORILLA DRAINAGE PLAN CURRENT PLAN SCHEMATIC JULY 1994

LEGEND	
5080	CONTOUR LINES, 10' INTERVALS
—	EXISTING DRAINAGE FACILITIES
—	PROPOSED DRAINAGE FACILITIES
[Stippled Box]	BASINS DISCHARGING TO PLAZA DRIVE OUTFALL
[Cross-hatched Box]	BASINS DISCHARGING TO MONTANO OUTFALL
[Thick Dashed Line]	LA ORILLA DRAINAGE PLAN BASINS, BY EASTERLING & ASSOCIATES, INC.
—	WATERSHED DIVIDE BETWEEN MONTANO AND PLAZA DRIVE OUTFALLS



**BOSQUE PLAZA
DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made as of the ____ day of July, 2004, by **LA ORILLA, L.L.C.**, a New Mexico limited liability company, ("La Orilla"), **JIM W. SHULL, JR.**, and **CHRISTEN SHULL**, husband and wife, ("Shull") and **WATER'S EDGE, L.L.C.**, a New Mexico limited liability company, ("Water's Edge"). La Orilla, Shull and Water's Edge are collectively referred to herein as the "Declarants", as to the following described property (the "Property"):

All of the property shown on the plat of BOSQUE PLAZA (Being a replat of Lots 1, 2, 3, 4, 5, 6-A, 7-A, 8, and 9 and Tract A Lands of Martin L. Taylor) situate within the City of Albuquerque, New Mexico, as the same are shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on July __, 2004 in Plat Book _____, page _____.

Background Information:

A. The Property, creates the La Orilla Business Park (the "Business Park") which is currently encumbered with the Restrictions and Covenants Pertaining to Real Estate filed in the Bernalillo County, New Mexico real estate records on October 27, 1987 in Book Misc. 550A, Pages 706-734 (the "Prior Declaration").

B. The Declarants desire to terminate the Prior Declaration and to encumber the Property with this Declaration which shall, among other things, provide for certain additional restrictions, to designate certain portions of the Property as "Common Areas" for the benefit of the owners of the Property and to provide for a mandatory association of owners of the Property to provide for the maintenance of the Common Areas and enforcement of the terms of this Declaration.

C. The Declarants intend that the internal road within the Business Park and certain drainage facilities will be owned and/or maintained for the benefit of all Owners, and such areas and facilities are hereinafter designated as the "Common Areas". Additionally, The Declarants intend that those portions of the Property that, from time to time, are used for parking, driveways, and pedestrian access ways, may be used by all of the Owners within the Property, which areas that are used from time to time for these purposes are referred to herein as the "Joint Use Areas."

D. The Declarants desire that the Property as a whole, and the various tracts of the Property, be developed in conjunction with each other, and accordingly do hereby



establish certain restrictions, conditions, and covenants for the improvement, protection, development, maintenance and use of the Property, subject to which the Property shall be improved, held, exchanged, leased, sold and/or conveyed. The restrictions, covenants, easements and conditions shall run with the Property and shall inure to the benefit of and bind the Owners of the Property and their respective successors in interest and each of the restrictions, covenants, easements and conditions imposed upon each of the tracts comprising the Property creates an equitable servitude in favor of the other tracts of the Property. Said easements, restrictions, covenants and conditions shall create a privity of contract and an estate among the Owners of the Property and their heirs, successors and assigns; and they shall, as to the Owners of the Property and their heirs, successors and assigns, operate as covenants running with the land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Declarants covenant and agree as follows:

I. INCORPORATION.

RECITALS A through D are incorporated herein and made a part hereof.

II. DEFINITIONS.

The following terms shall have the meanings specified below:

A. Architectural Control Committee. The terms "Architectural Control Committee" or "Committee" shall mean the architectural control committee created pursuant to Section X.

B. Association. The term "Association" shall mean the LA ORILLA PROPERTY OWNERS' ASSOCIATION, INC., a New Mexico non-profit corporation described in Section X, and any predecessor or successor unincorporated association.

C. Board. The term "Board" shall mean the Board of Directors of the Association and the governing body of any predecessor or successor unincorporated association.

D. City. The term "City" shall mean the City of Albuquerque.

E. Common Areas. The Common Areas shall consist of the "Private Roadway", the "Entry Feature Areas", and the "Drainage Facilities."

F. Declaration. The term "Declaration" shall mean the limitations, easements, restrictions, covenants and conditions set forth in this Declaration, as this Declaration may from time to time be amended.



G. Declarants. The term "Declarants" shall mean La Orilla, Shull and Water's Edge.

H. Drainage Plan. The term "Drainage Plan" means the drainage plans for the Property approved in conjunction with the approval of the site plans or the subdivision plats for all, or portions of, the Property and approved by the City, as they may be amended from time to time with the approval of the City.

I. Drainage Facilities. The term "Drainage Facilities" shall mean the "New forty foot (40') Private Drainage Easement" the "New (15') Private Drainage Easement" and the "New (24') Private Drainage Easement" as shown on the Plat together with all Improvements constructed thereon.

J. Entry Feature Areas. The term "Entry Feature Areas" shall mean the area for entry features located at the intersections of Bosque Plaza Loop NW and Coors Blvd. NW and Bosque Plaza Loop NW and La Orilla Rd. NW, together with all Improvements constructed thereon, including signage, landscaping, irrigation systems, and decorative landscape features the location of which shall be identified on an addendum to this Declaration.

K. Improvements. The term "Improvements" shall include, without limitation, buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, privacy walls or fences, stairs, decks, windbreaks, poles, antennas, signs, utility or communication installations, or any structure or excavation of any type or kind.

L. Joint Use Area. The term "Joint Use Area" means those portions of the Property, which, at any given time, do not have buildings on them and which have been paved and/or improved with landscaping, drive aisles, curbing or other similar parking lot improvements. At the time a building is constructed upon a portion of the Joint Use Area, such portion will be deemed no longer Joint Use Area. The portions of the Property which are under canopies which are attached to buildings, are improved with drive-through facilities, are driveways dedicated to lanes for drive through facilities, or are improved with patios or outdoor dining areas, shall not be Joint Use Areas. Portions of the Property which are Common Areas are excluded from the definition of Joint Use Areas.

M. Owner. The term "Owner" or "Owners" means the owner or owners of the Property, or any portion thereof, and their respective assigns, grantees and successors in interest.

N. Plat. The term "Plat" shall mean the Plat of BOSQUE PLAZA filed in the Bernalillo County, New Mexico real estate records on _____, 2004.



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O. Private Roadways. The term "Private Roadways" shall mean Bosque Plaza Loop NW and the "New 24' Private Access Easement" as shown on the Plat together with all Improvements constructed thereon.

P. Project. The term "Project" shall mean the Bosque Plaza project created by this Declaration.

Q. Property. The term "Property" means all of the property described on the Plat.

R. Site Plans. The term "Site Plans" shall mean the site development plans for all, or any portions of, the Property approved by the City, as amended from time to time.

S. Tracts. The term "Tracts" means the current legally created parcels within the Property, and any future legally subdivided tracts of the Property resulting from replats of the Property.

III. PRIOR DECLARATION.

The Prior Declaration is hereby terminated in its entirety.

IV. TRACT SUBDIVISION OR RECONFIGURATION.

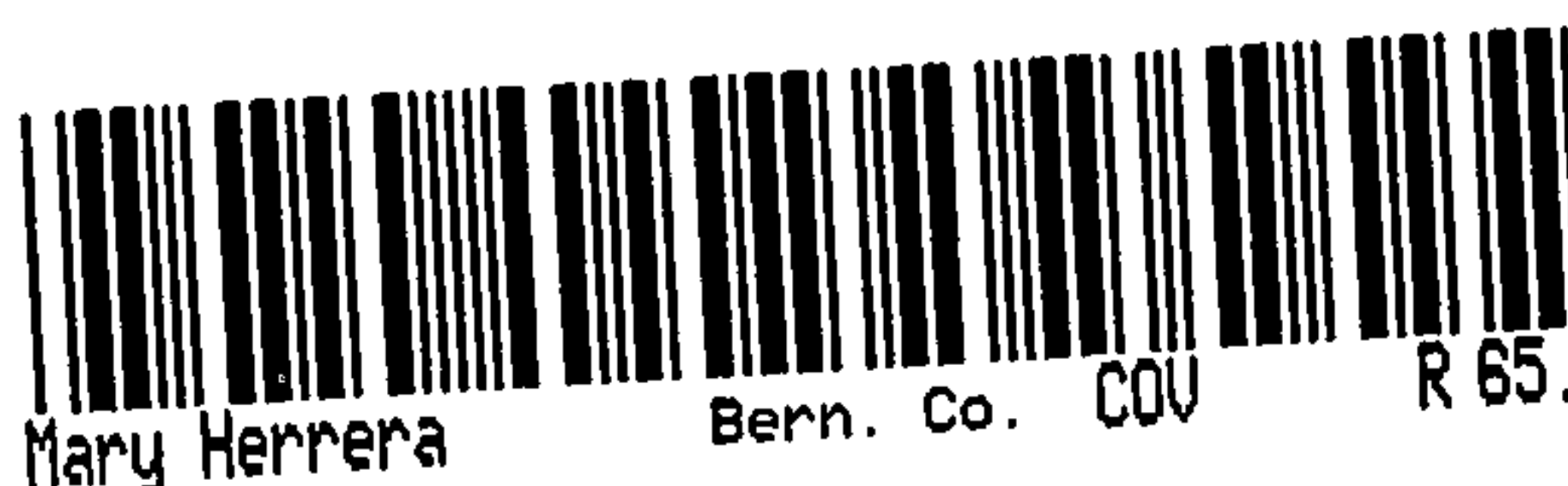
Each Owner shall have the right to subdivide or reconfigure the portion(s) of the Property that it owns, provided that (i) the Common Areas are not altered; (ii) all parking requirements of all local zoning requirements are met on each Owner's Tract for that Owner's Tract; (iii) all legal requirements, including without limitation, all relevant subdivision, zoning and other rules and regulations are complied with in connection with any subdivision or reconfiguration, including amendment of the Site Plans, if required, and (iv) the subdivision does not conflict with any provision of this Declaration.

V. BUILDINGS; SIGNAGE

A. General Location and Use of Buildings. There shall be no restriction on the size, location or use of buildings or other improvements on any Tract within the Property except as set forth in applicable statutes, ordinances, rules and regulations and except as set forth below.

B. General Use. All buildings shall be commercial buildings of the type usually found in comparable retail/office developments in the greater Albuquerque area.

C. Site Plans. All improvements constructed within the Project shall conform to the Site Plans, if applicable, as the Site Plans may be amended from time to time.



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D. Architectural Control. All improvements constructed upon the Property shall be subject to approval by the Committee to the extent provided in Article XI hereof.

E. Signage.

1. All signage at the Property shall be in accordance with sign criteria for the Project adopted by the Association, as amended from time to time (the "Sign Criteria"), and all applicable local zoning and other laws and shall be of a quality consistent with signs customarily erected in retail/office developments similar to the Project in the Albuquerque area. The Sign Criteria shall be on file at the office of the Declarants and/or the Association and available for inspection and review by Owners and/or prospective Owners. The Declarants or the Association shall have the right to modify, or to grant variances from, the Sign Criteria, from time to time, so long as the modifications or variances do not materially alter the character or quality of the Project.

2. There will be one (1) project sign at each of the Entry Feature Areas (the "Project Sign"). The Project Sign shall identify the name of the Project. The Project Sign shall be constructed by the Declarants, at the Declarants' expense, and maintained and replaced, as necessary, by the Association as a Common Area expense.

VI. JOINT USE AREA; ACCESS ROADS; PARKING.

A. Construction and Use of Joint Use Area. The Joint Use Area shall be used primarily for vehicular access, circulation and parking, pedestrian traffic and the comfort and convenience of customers, invitees, licensees, and agents of the Owners and business occupants of the buildings constructed on the Property, and for the servicing and supplying of such businesses, from time to time. In addition, the Joint Use Area may be used (i) in connection with construction and repair of any buildings on the Property so long as such use does not unreasonably restrict access to and from and the conduct of business from the buildings on the Property or access to and from the adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such use does not unreasonably restrict access to and from and the conduct of business from the buildings on the Property or access to and from the adjacent streets; and (iii) for access by governmental authorities for any lawful purpose including, but not limited to, law enforcement, fire protection, refuse removal, utility maintenance, and environmental testing and monitoring; and (vi) for any other use approved in writing by the Association and the Owner of the Joint Use Area. Except in connection with construction, and except for the permanent Improvements including the buildings located or to be located on the Tracts, no barricade or structure may be placed, erected or constructed within the Joint Use Area, as it exists from time to time, on any Tract except as approved in writing by the Committee, and except for trash enclosures, directional signs, bumper guards or curbs, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, column or pillars supporting roof overhangs, and any other Improvements which may be required under



applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Property. There shall be no charge or other validation for parking on the Joint Use Area (unless required by governmental regulations) without the prior written consent of the Owners.

B. Limitations on Use of Joint Use Area.

1. Customers and invitees shall not be permitted to park on the parking areas within the Joint Use Area except in those areas indicated for parking and except while transacting business at the Project.

2. Employees shall not be permitted to park in the Joint Use Area, except on the Tract where they are employed. Each Owner may from time to time designate and approve "employee parking areas" on its own Tract.

3. All of the uses permitted within the Joint Use Area shall be used with reason and judgment so as not to interfere with the primary purpose of the Joint Use Area, which is to provide for parking for the customers, invitees and employees of those businesses conducted within the buildings constructed at the Project and for the servicing and supplying of such businesses. Persons using the Joint Use Area in accordance with this Declaration shall not be charged any fee for such use.

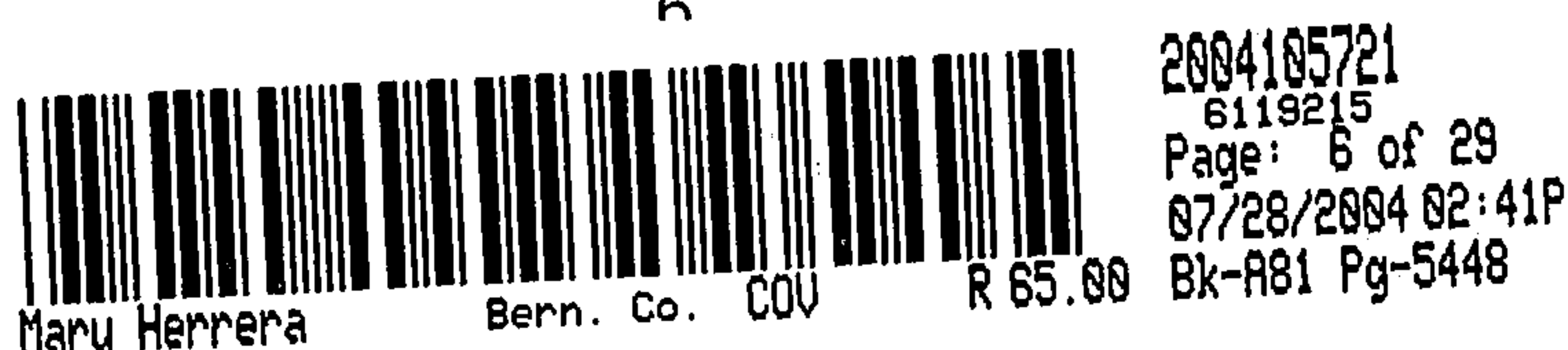
C. Common Areas. The Common Areas shall be used as for ingress and egress to the Property, drainage improvements, Project identification signage, and Project entry features, all for the benefit of the Project and the Owners. No building, barricade or structure may be placed, created or constructed within the Common Areas

D. Parking Requirements. Each Owner of a Tract shall satisfy the parking requirements of all local zoning requirements upon its respective Tract.

E. Drainage Plan. Each Owner shall maintain its Tract, and any Improvements constructed thereon, including maintenance of the grade of the Tract and any permanent or temporary drainage improvements constructed thereon in such a manner as to comply with the Drainage Plan. Each Owner shall indemnify and hold the other Owners harmless from loss, claims, damages or liabilities resulting from the indemnifying Owner's failure to maintain his Tract in conformity with the Drainage Plan, except as prohibited by Section 56-7-1 et seq., N.M.S.A. 1978 Comp.

VII. EASEMENTS.

A. Joint Use Areas. There is hereby granted to the Owners, as grantee, for the benefit of each of the Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees and for the benefit of the Tract owned by each Owner an easement for access, ingress and egress, and parking upon, over and



across the Joint Use Areas, as they exist from time to time, subject to the limitations set out herein.

B. Storm Drainage. There is hereby granted to the Owners, as grantee, for the benefit of each of the Owners, and their respective successors in interest, tenants, employees, agents, customers and invitees and for the benefit of the Tract owned by each Owner, a non-exclusive easement appurtenant to each Tract owned by each grantee for the transmission and flow of storm water drainage upon, over and across all of the other tracts (the "Drainage Easement"). The use of the Drainage Easement will be in accordance with the Drainage Plan. ^{8-5-04 cc May 2012} Upon construction of any buildings on any of the Tracts pursuant to a site development plan approved by the City, if required, the Drainage Easement shall automatically terminate and be released for the portion of the Tracts upon which the buildings are constructed, subject to the Owner of the Tract amending the Drainage Plan so as to carry the storm drainage waters across the Owner's Tract in a manner acceptable to the City. The Owners agree to execute documents and take actions necessary to release the Owner's interest in the Drainage Easement so that neither easements interfere with the use of the Property or any building or improvement constructed on or to be constructed on the Property.

VIII. DEVELOPMENT AND MAINTENANCE OF JOINT USE AREA.

A. Development. The Joint Use Areas shall be developed by the Owner upon which the Joint Use Area is located.

B. Maintenance. Each Owner shall maintain the portions of the Joint Use Area that it owns, at its sole expense, in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

1. Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

2. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

3. Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

4. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

5. Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary; and



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6. Maintaining and repairing any and all Joint Use Area walls, Joint Use Area storm drains, sewers and other services within the Joint Use Area.

C. Tracts. Each Owner shall be responsible for maintenance of all Improvements on its Tract in a manner consistent with the level of maintenance of a first-class retail/office development in the Albuquerque area.

IX. MAINTENANCE OF COMMON AREA.

The Association shall operate and maintain, or cause to be operated and maintained the Common Area and all Improvements constructed thereon, in a first-class condition and repair. The maintenance is to include, but not be limited to, the following:

1. Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

2. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

3. Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

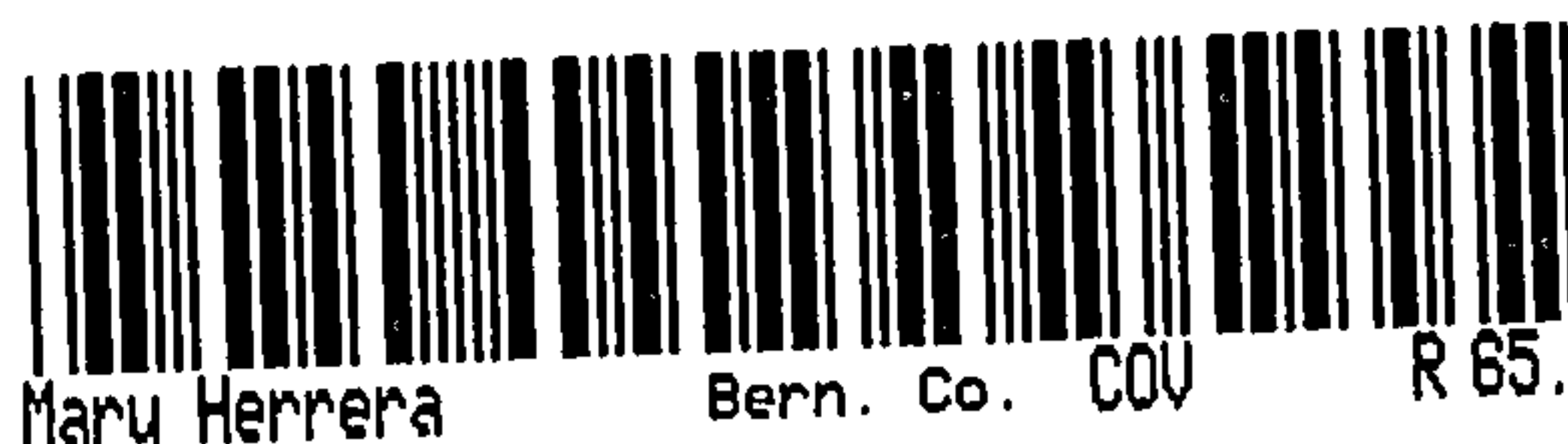
4. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

5. Maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered;

6. Maintaining the Project Signage and Entry Features in accordance with those of a first class retail/office development in Albuquerque;

7. Maintaining all Drainage Facilities in conformity with the Drainage Plan.

8. Maintenance of all utility lines within the Project that are not the responsibility of the utility companies, and do not serve only one Tract;



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X. THE ASSOCIATION.

A. Membership.

1. Each Owner, by virtue of being an Owner and during such time as such Owner remains an Owner, shall be a member of the Association, or, a member of the unincorporated association preceding the Association or succeeding to the Association.

2. The rights, duties, privileges, and obligations of an Owner as a member of the Association or its proceeding or succeeding unincorporated association shall be those set forth in, and shall be exercised and imposed in accordance with the provisions of this Declaration and the Association's Articles of Incorporation and By-Laws.

B. Voting Rights. Each Owner shall be entitled to vote as provided in this Article on all matters properly submitted for vote to the membership of the Association. The right to vote may not be severed or separated from any Tract, and any sale, transfer or conveyance of the beneficial interest of the fee of any Tract to a new Owner shall operate to transfer the appurtenant voting rights without the requirement of any express reference thereto. Voting may be by written proxy. Each Owner shall be entitled to a number of votes equal to the number of square feet within the Owner's Tract.

C. Voting Rules. When any provision of this Declaration calls for the vote or the consent of the members in any stated percentage, the following rules apply, unless the specific language of the provision provides to the contrary (a) whenever a vote of the members is required, it is sufficient to obtain the written consent of the same percentage of members; (b) the percentage requirement shall be a percentage of the total voting power of the Association and not a percentage of the number of members of the Association, and (c) in any election held pursuant to the requirements of this Declaration, ballots may be transmitted to Owners in the manner provided for the giving of notice.

D. Organization.

1. The Association shall be organized as a non-profit corporation charged with the duties and empowered with the rights set forth herein. The Association's affairs shall be governed by this Declaration, the Articles of Incorporation and the By-Laws.

2. In the event that the Association, as a corporate entity, is not formed or after formation loses its corporate powers or is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and shall succeed to all the rights and obligations of the Association hereunder until a qualified non-profit corporation is formed. Said unincorporated association's affairs shall be governed by the laws of the State of New Mexico, and to the extent not inconsistent therewith, by this Declaration, the Articles of Incorporation and the By-Laws,

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respectively, as if they were created for the purpose of governing the affairs of an unincorporated association.

3. The President and Secretary of the Association, or any three (3) members of the Board of Directors, may execute, seal, acknowledge and record a certificate of identity stating the names of all of the members of the then current Board and the then current Architectural Control Committee, if any. The most recently recorded affidavit shall be conclusive evidence of the identity of the persons then composing the Board and Architectural Control Committee in favor of any person relying thereon in good faith.

4. The Board shall be appointed by the Declarants, and shall serve at the Declarant's pleasure until December 31, 2005. Thereafter, the Board shall be elected by the members at annual meetings of the Association.

5. The affairs of the Association shall be managed by the Board of Directors, which shall exercise all of the rights and powers and perform all of the duties and responsibilities set out in this Declaration for the Association.

E. Powers and Authority of the Association. The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles of Incorporation, its By-Laws and in this Declaration, to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety, and general welfare of Owners.

1. Any of the following actions by the Board shall require a majority vote or written assent of the Owners:

a. Entering into a contract for the furnishings of goods or services for Common Area or the Association for a term longer than three (3) years with the exception of prepaid casualty or liability policies of not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured; and

b. Paying compensation to members of the Board or officers for services performed in the conduct of the Association's business provided that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

2. In fulfilling any of its obligations or duties under this Declaration, including, without limitation, its obligations or duties for the maintenance, repair, operation, or administration of the Common Areas, the Association shall have the power and authority:

a. To contract and pay for, or otherwise provide for, the improvement, maintenance, restoration, and repair of the Common Area and all Improvements located thereon;

b. To obtain, maintain, and pay for such insurance policies or bonds, whether or not required by this Declaration, as the Association shall deem to be appropriate for the protection or benefit of the Project, the Association, the members of the Board, and the Owners;

c. To incur indebtedness; but any indebtedness in excess of the Association's estimate of its estimated gross revenue for the year incurred or any indebtedness to be repaid over a period longer than one (1) year must be approved by a two-thirds (2/3) vote of the Owners;

d. To contract and pay for, or otherwise provide for, such utility services, including, but without limitation, water and electrical services, as may from time to time be required;

e. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, bookkeepers and certified public accountants, and such other professional and non-professional services as the Association deems necessary;

f. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment, and labor as and to the extent the Association deems necessary;

g. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Area, or on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration;

h. To lease or contract for the use of land and Improvements for purposes beneficial to the Owners and the Project to the extent the Association deems necessary; and

i. To place and maintain upon the Common Area such signs as the Association may deem necessary for the identification of the Project and/or roads, the regulation of traffic, including parking, for the health, welfare and safety of the Owners and other persons.

3. In fulfilling any of its obligations or in exercising any of its rights with respect to the development, construction, installation or acquisition of a capital improvement, the Association shall have the power and authority:



a. To contract and pay for such Improvements upon such terms and conditions as the Association shall deem appropriate;

b. To obtain, maintain, and pay for such insurance policies or bonds as the Association may deem appropriate for the protection and benefit of the Association, the members of the Board, and Owners, including, but without limitation, builder's risk insurance, additional comprehensive liability insurance, workman's compensation insurance, and performance and fidelity bonds;

c. To incur indebtedness under terms and conditions as provided by this Article; and

d. To contract and pay for the services of architects, engineers, attorneys, and certified public accountants, and other professional and non-professional services.

4. With respect to the Common Area, the Association shall exercise control over the Common Area, but only for the purpose of carrying out the purposes of this Declaration. The Association shall have no authority to mortgage, sell or convey the Common Area or any part thereof, unless approved by unanimous vote of the Owners except that the Association shall have the power and authority from time to time without a vote of the Owners to grant and convey easements or rights of way, in, on, over, or under any Common Area, for the purpose of constructing, erecting, operating and maintaining thereon, therein, and thereunder wires, conduits and other equipment for the transmission of electricity and signals for lighting, heating, power, communication, cable television and other purposes, and for the necessary attachments in connection therewith; and public and private sewers, storm water ponding areas, storm water drains; storm water ponding areas, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection with the foregoing.

5. The Association may, from time to time and upon such terms and conditions as it may deem appropriate, agree with the governing body of any other project to jointly manage the affairs of the Project, to jointly hire a manager, or jointly to engage in other activities not inconsistent with this Declaration.

6. The Association shall have the right from time to time to pay, compromise, or contest any and all taxes and assessments levied against all or any part of the Common Area any income of or assessed to the Association, and upon any personal property belonging to or assessed to the Association.

7. The Association shall have the power and authority from time to time, in its own name, on its own behalf, and on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach



or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

8. The Association shall have the power, but not the duty, to enter upon and maintain, or provide for the maintenance of, any Tract or Improvements which is not maintained by the Owner thereof in accordance with the requirements of this Declaration, at the expense of any such Owner.

F. Liability of Members of Board. No member of the Board shall be personally liable to any Owner, or to any other person, including the Declarants, for any error or omission of the Association, its representatives and employees, or the manager; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

G. Duties and Obligations of the Association.

1. The Association shall have the obligation and duty, subject to this Declaration, to do and perform each and everything set out in this Section, for the benefit of the Owners and for the maintenance and improvement of the Project.

2. The Association shall accept all Owners as members of the Association.

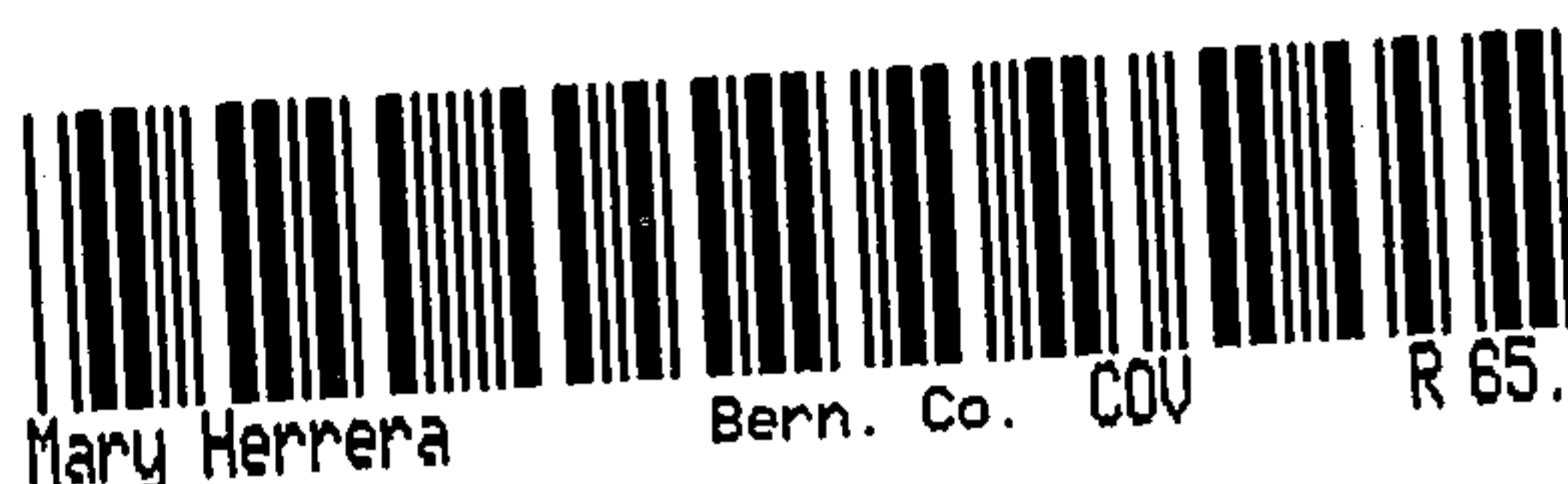
3. The Association shall accept from Declarants the Common Areas and maintenance responsibilities in all Common Areas subject to the reservations of all easements, licenses and rights to use and the rights of Declarants.

4. The Association shall maintain, or provide for the maintenance of, the Common Areas and all Improvements thereon.

5. The Association shall maintain or provide for the maintenance of all landscaping and vegetation (including without limitation, grass, mass plantings, shrubs and trees) on Common Areas and shall keep such vegetation properly trimmed, mowed, cut, watered, fertilized, planted and replaced so that it provides an attractive appearance.

6. The Association shall maintain the signage identifying the Project.

7. The Association may employ the services of a corporate or individual manager to manage the affairs of the Association and, upon such conditions as are otherwise advisable by the Association, the Association may delegate to the manager any of its powers under this Declaration. No management agreement entered into between the Association and any professional management company (whether or not such professional management company is owned or controlled by the Declarants) shall provide for a term in excess of two (2) years and all such agreements shall permit the Association to terminate for cause upon not more than thirty (30) days' prior written

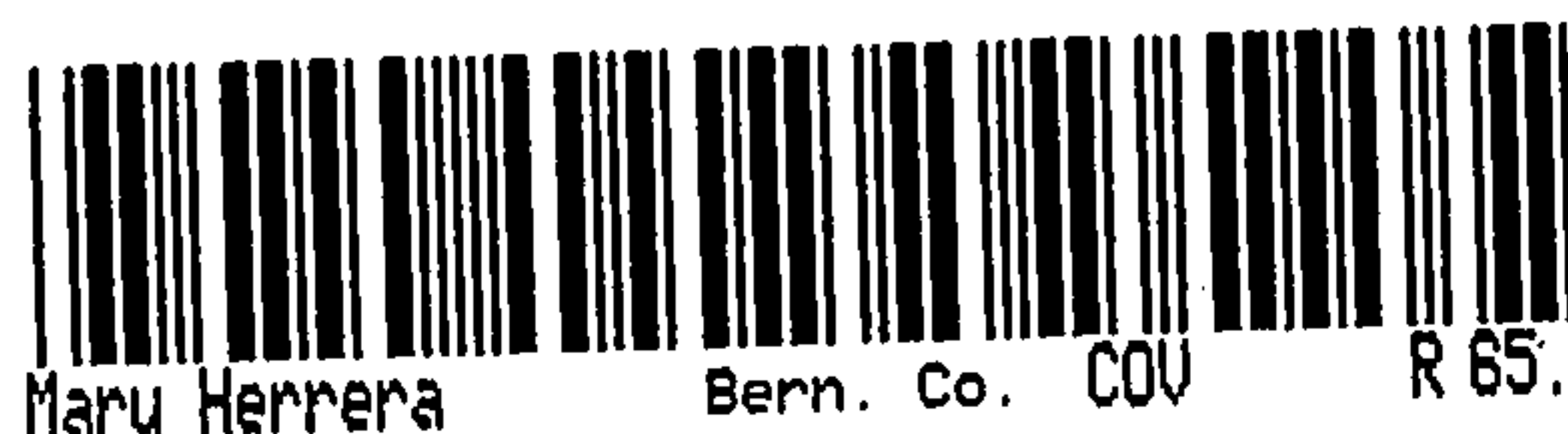


notice and all such agreements shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

8. The Association shall obtain and maintain in force the following policies of insurance:

a. Fidelity Bond: The Association shall procure and maintain a fidelity bond naming the Association as obligee in an amount equal to the estimated maximum amount of funds to be in the custody or control of the Association or its professional management company, including reserves for replacement and working capital, at any given time during the term of such bond, but in any event in an amount at least equal to three (3) months' aggregate monthly assessments on all Tracts plus the sum of all reserve funds. Such fidelity bond shall cover all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including the officers, directors, employees and agents of the professional management company employed by the Association pursuant to this Declaration. Provided, however, that the fidelity bond to be procured by the Association need not cover the professional management company and its officers, directors, employees and agents, if such professional management company provides a sufficient fidelity bond naming the Association as an additional obligee or loss payee. Such bond shall contain a waiver of any defense or exclusion based upon the exclusion of persons serving without compensation from the definition of "employees" or other similar terms or expressions. Such bond shall require at least ten (10) days' prior written notice to the Association of cancellation or substantial modification (including cancellation for non-payment of premiums). The cost of such fidelity bond (except for premiums on any fidelity bond provided by the professional management company which the Board determines to be satisfactory and in compliance with the provisions of this Section) shall constitute a common expense of the Project.

b. Liability Insurance: The Association shall procure and maintain comprehensive public liability insurance in the amount of at least one million dollars (\$1,000,000) per single occurrence for bodily injury, death and property damage suffered by the public or any Owner and his family, guests, agents, employees or invitees occurring in, on or about the Common Areas. Such policy shall insure the Owners and the Association and its officers, directors, employees and agents, including expressly the professional management company and its officers, directors, employees, agents and the City, and shall further expressly cover legal liability arising from lawsuits related to: (i) the Drainage Easement, and (ii) employment contracts of every nature to which the Association is a party. Such policy shall be issued by insurers of recognized responsibility authorized to do business within the State of New Mexico and shall require at least ten (10) days' prior written notice of cancellation or substantial modification (including



cancellation for nonpayment of premiums) to the Association and to any mortgagee having a first lien against any Tract which is listed as a scheduled holder of such a first mortgage in the policy and to the City. The cost of such policy shall constitute a common expense of the Project. Such insurance must not provide for contribution with regard to any policies of liability insurance carried individually by any Owner.

c. Additional Insurance: The Board shall have the authority to obtain such other insurance, including the authority to increase the scope or amount of any insurance required by this Article 5, as the Board shall determine to be necessary or advisable. The cost of any such additional insurance shall constitute a common expense of the Project.

9. The Association shall prepare an annual operating statement reflecting the money received by the Association and the expenditures of the Association for each fiscal year and distribute such statement to each member and each Eligible Mortgagee upon request.

10. The Association shall take such action, whether or not expressly authorized by this Declaration, as may reasonably be necessary to enforce or carry out the purposes of this Declaration.

H. Creation of Lien and Personal Obligation for Assessments. Declarants for each Tract owned by them hereby agree to pay, and each Owner of any Tract by the acceptance of a deed or contract of sale therefor, whether or not so expressed in any such deed or contract or other conveyance, is deemed to agree to pay to the Association (a) maintenance assessments, (b) delinquency assessments, and (c) all other fees or other moneys due to the Association from such Owner.

The maintenance assessment, and delinquency plus interest, late charges, costs and attorney's fees, shall be a charge against the Tract and shall be a continuing lien upon the Tract against which each such assessment is made, and shall also be the personal obligation of the Owner or Owners of such property on the assessment date. The personal obligation to pay assessments shall not pass to successors in title unless expressly assumed by them.

I. Operating Fund. There shall be an operating fund, into which the Association shall deposit all monies paid to it, and from which the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

J. Maintenance Assessment. Within thirty (30) days prior to the commencement of each fiscal year the Association shall estimate the costs and expenses to be incurred by the Association during such year, including a reasonable provision for contingencies, and reserves for major repair and replacement, and shall subtract from



such estimate an amount equal to the anticipated balance, exclusive of any reserves for contingencies and reserves for major repair and replacement, in the operating fund at the start of such year (the "Common Area Maintenance Expenses").

K. Determination of Owners' Shares. The Owners and Declarants shall pay, as their proportionate share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses by the ratio that the square foot area of the Tract owned by each Owner bears to the total square foot area of the Property.

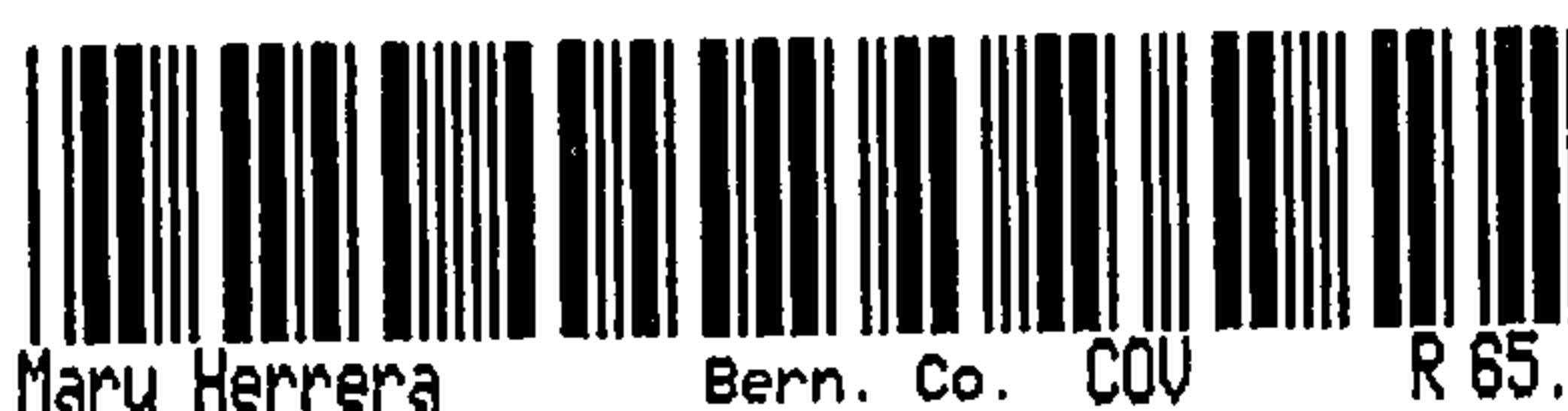
1. If, at any time and from time to time, during any fiscal year, the maintenance assessment proves or appears likely to prove inadequate for any reason, including non-payment of any Owner's share thereof, the Association may levy a further maintenance assessment in the amount of such actual or estimated inadequacy, which shall be assessed to all Owners apportioned as provided in subsection a, if approved by a two-thirds (2/3) vote of the Owners.

2. Maintenance assessments shall be due and payable to the Association when levied or in such installments during the year, and on such due dates as the Board shall designate.

3. The Board shall not levy assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year and which are not part of such budgeted gross expenses without the vote or written consent of a majority of the Owners.

4. From and after the December 31st immediately following the conveyance of the first Tract by Declarants, the maximum maintenance assessment may be increased each year not more than ten percent (10%) from the previous year without a vote of two-thirds (2/3) of the total votes of the Owners. The percent of increase shall be cumulative from year to year so that an increase not used in one year may be used in a subsequent year without a vote of the members.

L. Delinquency Assessment. The Association shall levy a delinquency assessment against any Owner or Owners as a result of whose acts, or failure or refusal to act, or otherwise comply with this Declaration, monies were expended from the operating fund by the Association. Such assessment shall be in the amount so expended, and shall be due and payable to the Association when levied, or in such installments as the Association shall designate. Prior to the levy of a delinquency assessment the Board shall hold a hearing to determine the validity and amount of the assessment upon at least thirty (30) days notice to the Owner to be assessed at which hearing such Owner shall be given an opportunity to be heard.



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M. Reserves as Trust Funds. Reserves for major repairs and replacements and for capital improvements to be built or acquired shall be kept segregated from the other monies held by the Association as trust funds in an account or accounts labeled "Reserve Trust Fund" and shall be withdrawn and used only for the purposes of major repairs and replacements or for capital improvements respectively, unless a different or other use is authorized by the vote of the members.

N. Delinquency. Each assessment under this Article shall be the separate, distinct and personal debt and obligation of the Owner against whom it is assessed. Any assessment provided for in this Article, which is not paid when due, shall be delinquent. With respect to each assessment not paid within ten (10) days after its due date, the Association may, at its election, require the Owner to pay a sum (late charge) to be determined by the Association, to pay the costs of handling the delinquent sum. Such a charge shall be considered an additional assessment and collectible with the assessment for which it was charged. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate set from time to time by the Association, however not greater than twenty percent (20%), and the Association may, at its option, bring an action at law against the Owner or Owners personally obligated to pay the same, and upon compliance with the provisions of this Article to foreclose the lien against the Tract, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest at the rate provided herein and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association, or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

O. Notice of Lien. No action shall be brought to foreclose an assessment lien less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Tract, and a copy thereof is recorded by the Association in the office of the Bernalillo County Clerk; said notice of claim must recite a good and sufficient legal description of any such Tract, the record owner or reputed owner thereof, the amount claimed (which shall include the interest charges, costs and attorney's fees recoverable by an action at law) and the name and address of the Association.

P. Foreclosure Sale. Any such sale provided for above is to be conducted in accordance with the customary practice of the court of the State of New Mexico, applicable to the foreclosure of Mortgages, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Tract at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.



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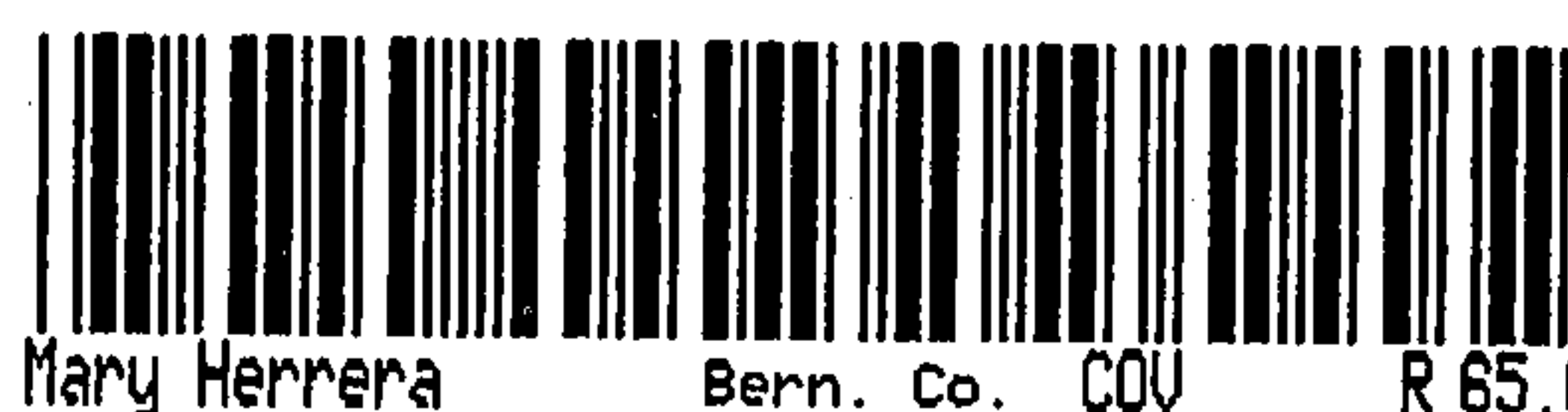
Q. Curing a Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

R. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

S. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Tract have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

T. Commencement of Annual Assessments. The maintenance assessments provided for in this Article shall commence as to each Tract upon the first day of the month following the first conveyance of the Tract by one of the Declarants. The first such annual assessment shall be prorated for each Tract for the period from the commencement as provided in this section to the start of the next fiscal year following such commencement. Until maintenance assessments have commenced against all of the Tracts, the Declarants shall make up the shortfall necessary to meet the Association's obligations, however in no event shall the Declarants be obligated to expend more than the maintenance assessments which would be assessed against the Tracts owned by the Declarants.

U. Taxes. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Tract, including any Common Areas and Joint Use Areas located thereon, the buildings and Improvements located thereon, and any personal property owned or leased by such Owner, provided that if the taxes or assessments or any part thereof may be paid in installments, the Owner may pay each such installment as and when the same becomes due and payable. Nothing contained in this subparagraph shall prevent any Owner from contesting at its cost and expense any such taxes and assessments with respect to its Tract in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time as such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon. In the event any Owner fails at any time to pay its taxes or assessments on the Joint Use Area or Common Area, and which may create an imminent threat that the



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Joint Use Area or Common Area will be sold for taxes, and terminating the other Owner's rights pursuant to this Declaration, then the Declarants or any other Owner (the "Curing Owner") may pay such taxes and/or assessments together with interest, penalties, and cost, and in any such event the non-paying Owner shall promptly reimburse or pay the Declarants or the Curing Owner for all such taxes and/or assessments, interest, penalties, and other charges and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the real estate and improvements of the defaulting Owner.

XI. CONSTRUCTION AND ARCHITECTURAL APPROVAL:

A. The Committee. An Architectural Control Committee for the Project is hereby established consisting of the following three persons:

Jim Shull
Bob Tinley
Frederick W. Reed, III

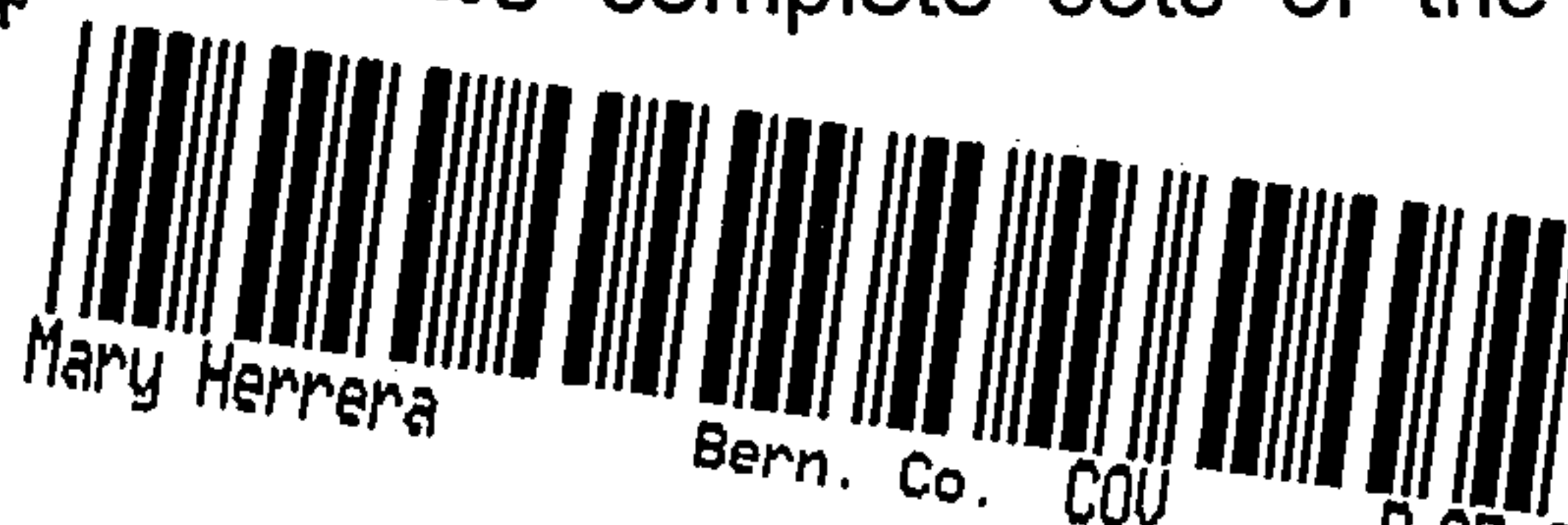
At least one Board member shall serve on the Committee at all times. The Committee shall serve at the pleasure of the Declarants who shall have the right to appoint, reappoint and discharge members of the Committee at will so long as the Declarants own any Tract within the Project or the Declarants relinquish this right in writing. Thereafter, the Committee shall serve at the pleasure of the Board. A majority of the members of the Committee may appoint one member of the Committee to act on and for the Committee.

B. Construction of Improvements.

1. Before anyone shall commence on any Tract within the Project the installation of construction of, remodeling of, addition to, or alteration of any Improvement of whatsoever nature; and before anyone shall paint, texture, repaint or retexture the exterior surfaces of any Improvement, there shall be submitted to the Committee plans and specifications as follows:

(a) Preliminary or tentative plans and specifications which shall clearly show the nature of the work or installation proposed and the location thereof, on the Tract, which such preliminary or tentative plans shall include sufficient description of materials, colors, textures, etc. together with a landscaping plan (including all planting materials and landscape areas) as shall enable the Committee to evaluate whether the proposed construction, alteration, installation, etc., complies with, the Site Plans, if applicable, this Declaration, and will harmonize with the motif and style of the Project; and be compatible with surrounding Improvements; and

(b) After approval of the preliminary or tentative plans, including therein any requirements made by the Committee in the due and proper exercise of its discretion and powers two complete sets of the final plans and specifications. If



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deemed necessary by the Committee, the following may be required as part of the application: (A) details of exterior furnishings including exterior colors, and exterior material finish texture; (B) a drainage report prepared by a registered engineer; and (C) an architect's rendering showing the proposed construction. These renderings shall be ink drawings.

(c) Upon completion of the stem wall for the Improvements, the Committee shall be provided a stem wall survey to enable the Committee to ascertain if the Improvements are located upon the Tract in conformance with the approved plans and with this Declaration. No further construction can take place on the Tract until the Committee has given written approval of the survey. The Committee shall have 72 hours to approve the survey, otherwise it shall be deemed approved.

2. No Improvement of any kind, installations, painting or texturing, shall ever be, or permitted to be, erected, constructed, installed, placed or maintained on any Tract within the Project, unless and until the final plans, specifications and elevations therefor shall have received written approval of the Committee and approval of the City if required pursuant to the SU-1 Zoning, if applicable. All such final plans shall include plot plans showing the location on the Tract of all Improvements proposed to be constructed and/or installed, planted, placed or maintained on the Tract and shall further include elevations, together with the proposed color scheme and textures for roofs and exteriors thereof, indicating the materials for same.

The Committee is authorized to charge a reasonable fee for review of plans and specifications. Payment of the required charge shall be a part of, and condition to, the submittal of plans and specifications for Committee approval.

3. The Committee shall approve or disapprove within thirty days after receipt thereof plans and specifications which have been submitted to it. One set of plans and specifications, with the Committee's approval or disapproval and requirements endorsed thereon, shall be returned to the applicant and the other copy thereof, with a duplicate endorsement thereon corresponding to the first set, shall be retained in the Committee's files.

In the event that the Committee shall fail to approve or disapprove the plans, specifications and other information within thirty days after receipt thereof by the Committee, then such approval shall not be required, provided that no structure, building or other improvement shall be installed, erected, painted, textured, altered or modified which violates any of the terms of this Declaration.

The Committee shall have the right and power to disapprove any plans, specification or details submitted to it, if the Committee shall find that the plans and specifications are not in accord with the Site Plans, if applicable, or the Landscape Plan, if applicable, all provisions of this Declaration, or if a design or color scheme submitted

is not in harmony and accord with the Project, or surrounding Improvements, or if the plans and specifications are incomplete.

4. If any Improvement or work is completed or done without compliance with this Article, such Improvement or work shall be deemed to have been done in compliance with this Article if no action has been commenced to enforce the provisions of this Article against such Improvement or work within one (1) year of its completion.

5. Approval of building plans and/or specifications by the Committee will not constitute a waiver of this Declaration if they violate the Declaration upon the completion of construction.

C. Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Committee by any Owner, and upon payment therewith to the Association of a reasonable fee to cover costs from time to time to be fixed by the Association, the Committee shall provide Owner with an estoppel certificate executed by an officer of the Association and acknowledged, certifying with respect to any Tract owned by said Owner, that as of the date thereof either (1) all Improvements and other work made or done upon or within said Tract by the Owner, or otherwise, comply with this Declaration, or (2) such Improvements or work do not so comply, in which event the certificate shall also (a) identify the non-complying Improvements and work and (b) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between Declarants, the Association, and all Owners and such purchaser, and mortgagee.

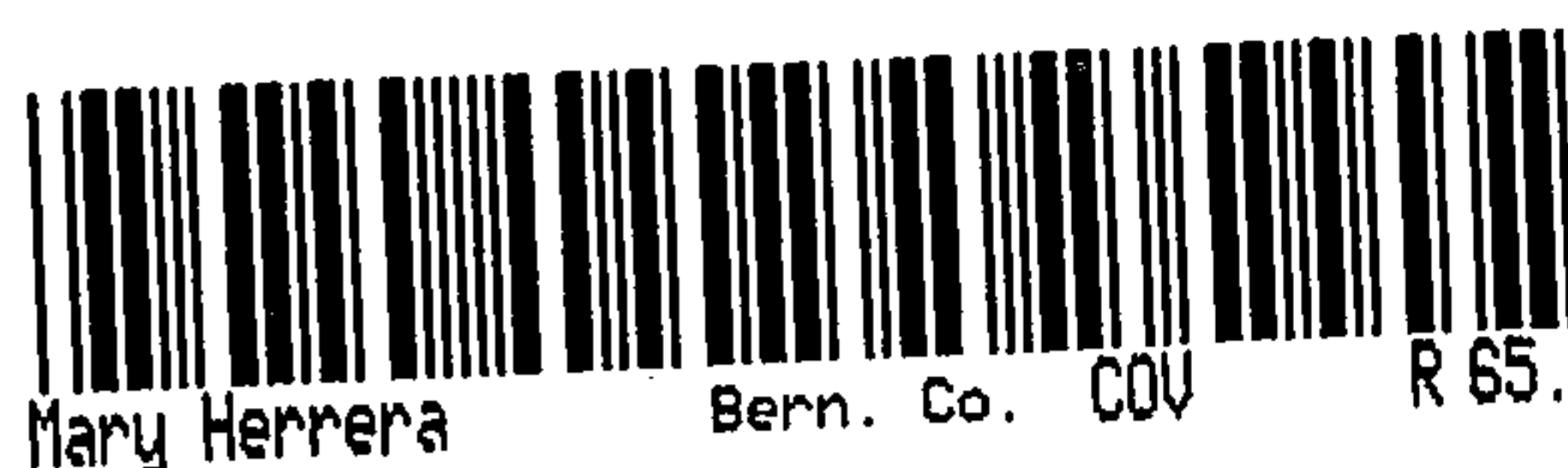
D. Liability. Neither the, Committee, the Board nor any member thereof shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

a. The approval of any plans, drawings, and specifications, whether or not defective,

b. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications,

c. The development or manner of development of any Property within the Project, or

d. The execution and recording of an estoppel certificate whether or not the facts therein are correct; provided, however, that the officer executing the certificate, with the actual knowledge possessed by him, has acted in good faith.



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Without in any way limiting the generality of the foregoing, the Committee, Board, or any member thereof, may, but is not required to, consult with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to it.

E. Exempt Improvements. The following improvements are exempt from the requirements to procure approval from the Committee ("Exempt Improvements"):

1. Reconstruction. The repair, rebuilding, and/or reconstruction of Improvements which have been damaged or destroyed by a casualty, so long as the Improvements are rebuilt or reconstructed to substantially the condition that they were in prior to the casualty.

2. Minor Alterations. The alterations of Improvements to the extent that such alterations are generally consistent with the existing Improvements constructed upon the Tract.

Nothing in this Section XI(E) shall excuse the Owner from repairing, rebuilding, reconstructing, and/or constructing all Improvements in compliance with the Site Plans, if applicable.

F. Liability. The Declarants shall not be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans, drawings, and specifications, whether or not defective,

2. The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications,

3. The development or manner or development of any portion of the Property, or

4. The execution and recording of an estoppel certificate whether or not the facts therein are correct; provided, however, that the officer executing the certificate, with the actual knowledge possessed by him, has acted in good faith.

Without in any way limiting the generality of the foregoing, the Declarants may, but is not required to, consult with or hear any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to it.

XII. LIABILITY INSURANCE; INDEMNIFICATION.

A. General Coverage and Limits. Each Owner agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death or property damage occurring on, in or about its Tract and the Drainage Facilities areas adjacent to



Mary Herrera

Bern. Co. COV

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its Tract including the Joint Use Area on the Owner's Tract with a "Combined Single Limit" (covering bodily injury liability and property damage) with commercially reasonable limits as established from time to time by the Association, but not less than One Million Dollars (\$1,000,000.00). Such insurance may be in the form of blanket liability coverage applicable to the Owner's Tract. Each Owner shall, upon request, provide the Association with evidence of such coverage and a description of any plan of insurance being used.

B. Common Area Coverage and Limits. The Association agrees to maintain or cause to be maintained liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Common Areas with a "Combined Single Limit" (covering bodily injury liability and property damage) with commercially reasonable limits as established from time to time by the Association, but not less than One Million Dollars (\$1,000,000.00). The Association shall, upon request, provide each Owner with evidence of such coverage and a description of any plan of insurance being used. The Association's cost for this insurance shall be a Common Area Maintenance Expense.

C. Performance of Indemnity Agreements. All policies of insurance required under this Article shall contain a provision that the insurance company will give the Association thirty (30) days' advance written notice prior to cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Owner shall deliver to the Association a statement from the applicable insurer that such insurance insures the performance by the Owner insured thereunder of the indemnity agreements to limits not less than those specified in this Article. Each Owner shall promptly notify the Association of any asserted claim with respect to which the Association is or may be indemnified against hereunder and shall deliver to the Association copies of process and pleadings.

D. Indemnification. Each Owner hereby agrees to indemnify, defend and save the Association and the other Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property and occurring on its own Tract, including Common Areas and Joint Use Areas on its Tract, except if caused by the act or neglect of the Declarants or another Owner. To the extent, if at all, Section 56-7-1 N.M.S.A. 1978 is applicable to this Agreement, this obligation 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.

XIII. EMINENT DOMAIN.



A. Owner's Right to Award. Nothing herein shall be construed to give an Owner any interest in any award or payment made to the other Owners in connection with any exercise of eminent domain, inverse condemnation, or transfer in lieu thereof affecting said other Owners' Tracts or give the public or any government any rights in the Tracts. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Joint Use Area located within the Property, the award attributable to the land and improvements of such portion of the Joint Use Area shall be payable only to the owner in fee thereof and no claim thereon shall be made by any of the other Owners, except to the extent of the other Owner's claim for damages for loss of access.

B. Common Areas. In the event of the taking in connection with any exercise of eminent domain, inverse condemnation, or transfer in lieu thereof, affecting the Common Areas, the Owners agree that the Owner of the Tract upon which the Common Area is located shall be entitled to receive any award or payment made for such Common Areas subject to the Owner's obligation to use the proceeds of the taking to replace the Common Areas, acting reasonably. The Owner shall be under no obligation to expend more than the amount of the award or payment to replace the Common Areas taken

C. Tenant's Claim. Nothing in this paragraph shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner for all or a portion of any such award or payment.

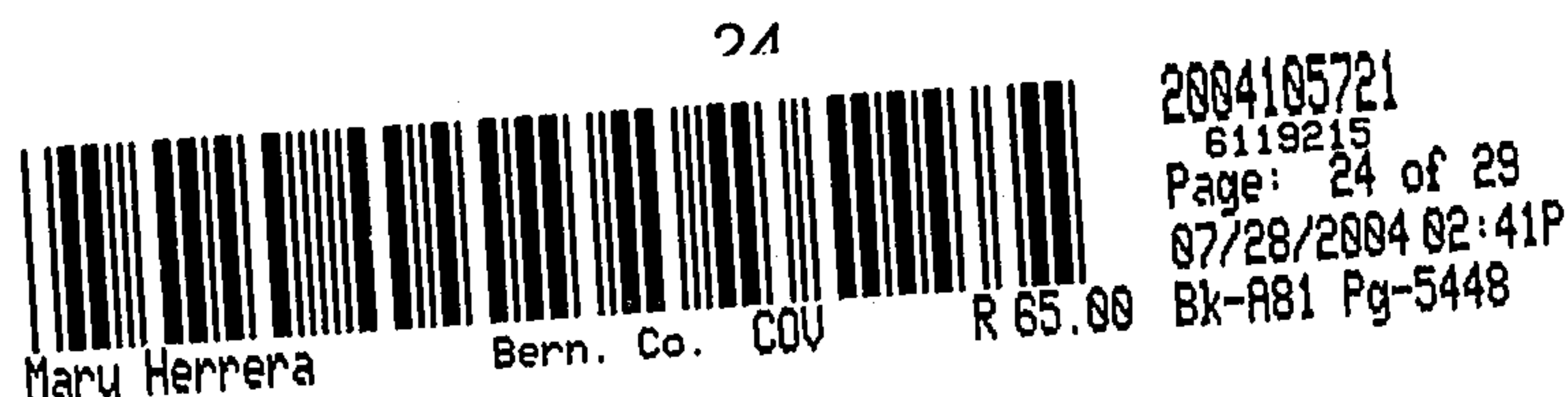
D. Mortgagees. Nothing contained in this Section XIII shall alter or impair the rights of any Mortgagee pursuant to a Mortgage encumbering any Tract as of the date of filing this Declaration in the Bernalillo County, New Mexico real estate records.

XIV. GENERAL PROVISIONS.

A. Inurement. This instrument and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of and be binding upon each Owner and its successors and assigns; provided, however, that if any Owner conveys any portion or all of its interest in any Tract owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Declaration as it had in connection with the Tract conveyed by it, and provided further, that no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

B. Duration. Except as otherwise provided herein, this Declaration shall remain in full force and effect for a term of ninety-nine (99) years from the date hereof.

C. Injunctive Relief and Damages. In the event of any violation or threatened violation of any provision in this Declaration by an Owner, lessee, or occupant of any portion of the Property, an Owner shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for



damages resulting therefrom. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.

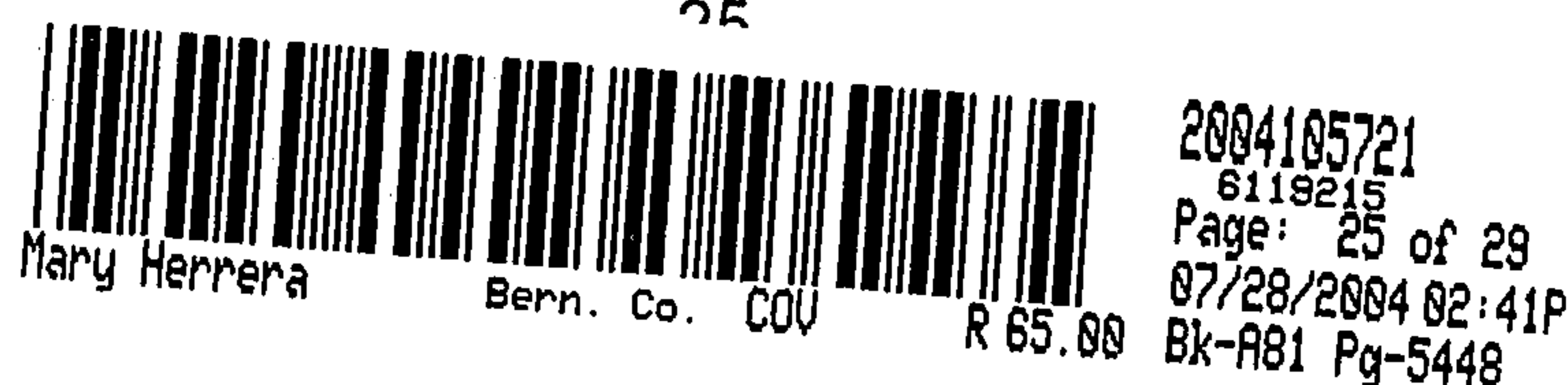
D. Right to Cure. Should an Owner fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within thirty (30) days of its receipt of an Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner, the curing Owner shall have (a) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (b) have a lien on the Tract owned by the defaulting Owner in the amount expended by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the Curing Owner as a claim against the defaulting Owner, in the form required by law, in the office of the County Clerk of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:

- (i) The name of the lien claimant, if any;
- (ii) The name of the defaulting Owner, a description of the work performed on behalf of such Owner and a statement itemizing the cost thereof;
- (iii) A description of the Tract being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of New Mexico.

Such a lien, when so established against the Tract described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such real property after the time or recording the claim of lien.

XV. MORTGAGEE'S RIGHTS.

A. Default. No Owner shall have the right to exercise any remedies provided for herein against any Tract (the "Default Tract") or any Owner (the "Default Owner") prior to written notice (the "Mortgagee Notice") to all mortgagees ("Mortgagees") having a Mortgage encumbering the Default Tract filed in the Bernalillo County, New Mexico real estate records, and the failure of the default to have been cured within sixty (60)



days of the date of the Mortgagee Notice. The Mortgagee Notice shall be given pursuant to the terms of hereof to the address set out in the filed Mortgage or such other address given to the Association by the Mortgagee.

B. Assessments. The lien for unpaid assessments created pursuant to this Declaration shall be subject and subordinate to, and shall not affect the rights of any Mortgagee. The foreclosure of any such lien shall not impair the validity or priority of any Mortgage.

C. Enforcement Against Mortgagees. No violation of this Declaration by any Owner, or any enforcement of this Declaration against any Owner shall defeat or render invalid the lien of any Mortgagee.

D. Rights of Mortgagee to Information. Any Mortgagee shall, upon written request to the Association, be entitled to inspect the Declaration, and the books and records relating to the Common Area Maintenance Expenses. If a Mortgagee furnishes the Association, in writing, with its address, it shall be entitled to receive within a reasonable time Common Area Maintenance Expense statements for the immediately preceding calendar year, free of charge.

E. Collection of Assessments. The Mortgagee shall be under no obligation to collect Common Area Maintenance Expenses.

F. Amendments to Declaration. Amendments to the Declaration which materially affect the rights and/or obligations of the Owners shall require the approval of the Mortgagees.

XVI. MODIFICATION.

This Declaration may not be modified or terminated in any respect whatsoever or rescinded, in whole or in part, except with the consent or vote of a majority of the voting power of the Owners and then only by written instrument duly executed and acknowledged by such Owners.

XVII. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration shall be strictly limited to and for the purpose herein expressed.

XVIII. BREACH SHALL NOT PERMIT TERMINATION.

No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitations shall not affect in any manner,

any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

XIX. ATTORNEYS' FEES.

In the event that legal proceedings are brought or commenced to enforce any of the terms of this Declaration or the Prior Declaration against any Owner or other party with an interest in the Property, the successful party in such action shall then be entitled to receive and shall receive from the defaulting Owner or party a reasonable sum as attorneys' fees and costs.

XX. NOTICES.

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed to the street address of the Tract of the property owned by the receiving Owner.

DECLARANTS:

LA ORILLA, L.L.C.
5445 Edith NE, suite F
Albuquerque, New Mexico 87107
Attn: Jim Shull

Water's Edge, L.L.C.
8616-C Menaul NE
Albuquerque, New Mexico 87112
Attn: Bob Tinley

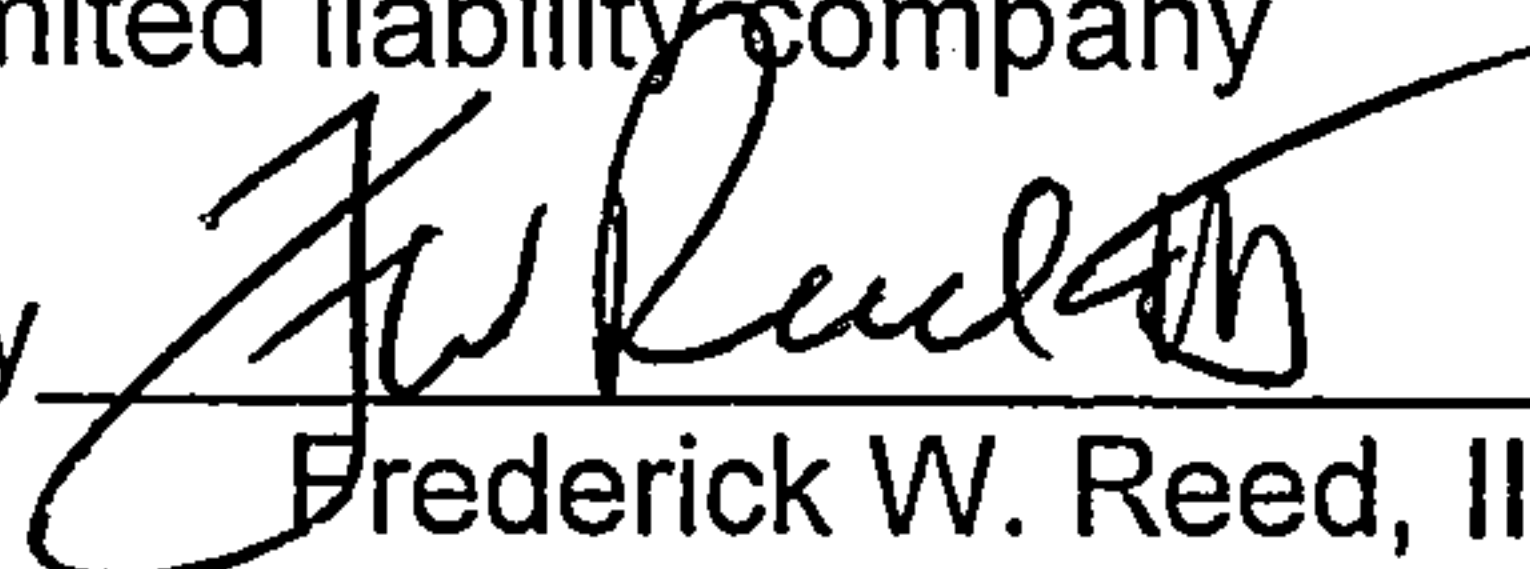
Jim W. and Christen Shull
c/o La Orilla, L.L.C.
5445 Edith NE, Suite F
Albuquerque, New Mexico 87107

The person and the place to which notices are to be mailed may be changed by the Owners by written notice to the other.

IN WITNESS WHEREOF, this Declaration of Easements, Covenants and Restrictions has been executed as of the date first above written.

LA ORILLA, L.L.C., a New Mexico
limited liability company

By


Frederick W. Reed, III



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

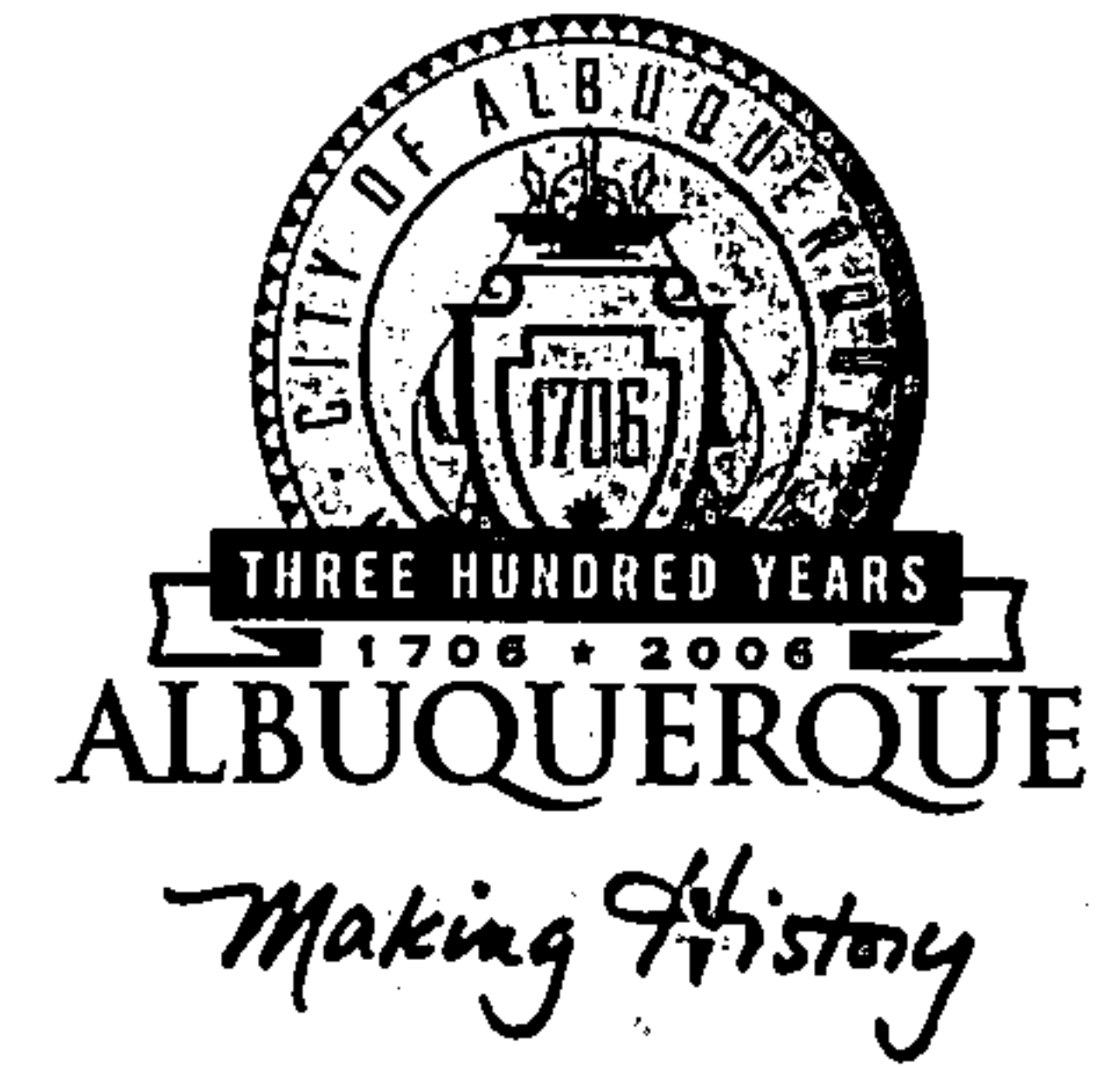
The foregoing instrument was duly acknowledged before me this 22nd day of July, 2004, by Frederick W. Reed, III, Managing Member, of La Orilla, L.L.C., a New Mexico limited liability company on behalf of said company.

Lauren Lee Hoffman
Notary Public

My commission expires: 11-18-2005



CITY OF ALBUQUERQUE



November 29, 2004

David Soule, P.E.
Rio Grande Engineering
3500 Comanche Blvd. NE
Albuquerque, NM 87107

Re: **Village Inn at Bosque Plaza, SW Corner of Coors Blvd and La Orilla Rd
NW, Grading and Drainage Plan**

Engineer's Stamp dated 10-11-04 (E12-D22)

Dear Mr. Soule,

Based upon the information provided in your submittal received 10-12-04, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

P.O. Box 1293

Albuquerque

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. If you have any questions regarding this permit please feel free to call the DMD Storm Drainage Design section at 768-3654 (Charles Caruso).

New Mexico 87103

If you have any questions, you can contact me at 924-3981.

www.cabq.gov

Sincerely,

Kristal D. Metro
Engineering Associate, Planning Dept.
Development and Building Services

C: Charles Caruso, DMD Storm Drainage Design
File

DRAINAGE REPORT

for

**Lots 10-A,
Bosque Plaza Subdivision
Albuquerque, New Mexico**

Prepared by

Rio Grande Engineering
3500 Comanche Blvd. NE, Suite E-5
Albuquerque, New Mexico 87107

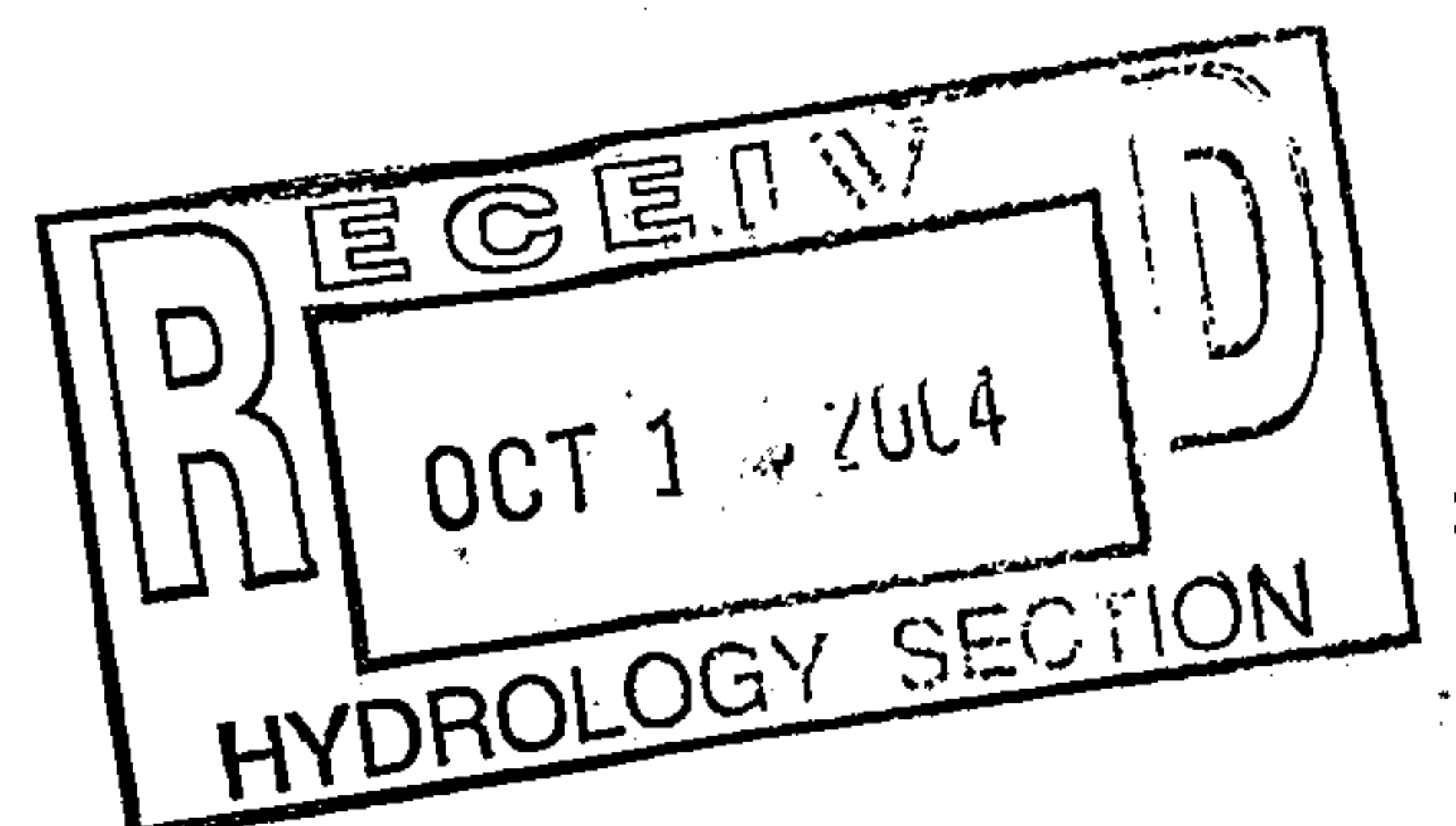
Prepared for
VICORP

400 W. 48th Ave
Denver, Colorado 80216

October 2004



David Soule P.E. No. 14522



PURPOSE

The purpose of this report is to provide the Drainage Management Plan for the development of Lot 10-A, Bosque Plaza Loop. The proposed development will consist of a 4500 ~~square-foot restaurant building with its associated parking lot.~~ This plan will identify the upstream and downstream hydraulic constraints affecting the subject property. This plan was prepared in accordance with the City of Albuquerque's Development Process Manual Drainage Criterion. This report will demonstrate that the proposed improvements do not adversely affect the surrounding properties, nor the upstream or downstream facilities.

INTRODUCTION

The subject of this report, as shown on the Exhibit A vicinity map, is an 1.45-acre parcel of land located on the southeast corner of La Orilla and Coors Boulevard. The site is currently being rough graded with the overall Bosque Plaza Subdivision. ~~This site is allowed is governed by the master drainage report for Bosque Plaza as prepared by Tierra West.~~ The proposed legal description of the parcel is Lot 10-A, Bosque Plaza. The site ~~lies with flood zone x as described by FIRM map 35001C0116F.~~ This site is ~~impacted by offsite flows that enter the property from the Coors-Boulevard-right-of-way.~~ As shown within the governing master drainage plan, this site is allowed to free discharge to the east and must convey the offsite flows to the south.

EXISTING CONDITIONS

The site slopes from east to west, with general grades between 2 and 4 %. The site is currently a rough grading pad site. Offsite flows enter the subdivision via underground conduits and sheet flow from Coors Boulevard. This offsite flow is diverted to the south via an earthen swale the offsite flows enter Bosque plaza loop south of this site. The remaining site sheet flows directly to Bosque Plaza Loop east of this site. The development of this site is governed by the Bosque Plaza Master Drainage Plan. It is assumed the improvements identified within the Master Drainage Plan will be completed prior to or concurrent with this project.

PROPOSED CONDITIONS

The proposed improvements consist of the construction of a 4,500 square-foot single story restaurant building and its associated parking and a storage yard. The upland flows will be allowed to enter the site and will be diverted to the south within the parking lot. The remaining site is graded to sheet flow into a retention pond located at the southwest corner of this site. As shown in Appendix A, this site will generate a peak flow rate of 5.59 cfs and a 100-year, 6-hour storm water runoff volume of .199 acre feet. The master drainage plan call for passing a portion of the offsite flows to ^{Winterhaven} ~~La Olla~~ and ponding the remaining storm water discharge to a large pond located on the eastern boundary of Bosque Plaza. This pond drains to the MRGCD right-of-way via a 12" conduit once the flow is treated by an oil and water separator.

SUMMARY AND RECOMMENDATIONS

This site is a rough graded pad site within a developing shopping center. The site passes the impacting offsite flows to the point of diversion specified within the Bosque Plaza Master Drainage Plan. The development of this site is in conformance to the approved Master Drainage Plan. The grading plan and drainage report was prepared in conformance to the city of Albuquerque Public Works Departments drainage criteria. The peak discharge rates and volumes have been calculated using the City of Albuquerque's Weighted E method as prescribed in the DPM. Since the proposed subdivision and the improvements shown within this plan do not adversely affect the upstream or downstream facilities, we recommend approval of the site-grading plan. Since this site encompasses more than 1 acre, a NPDES permit will be required prior to any construction activity.

Weighted E Method

Proposed Developed Basins

Basin	Area (sf)	Area (acres)	Treatment A		Treatment B		Treatment C		Treatment D		100-Year, 6-hr.			10-day
			%	(acres)	%	(acres)	%	(acres)	%	(acres)	Weighted E (ac-ft)	Volume (ac-ft)	Flow cfs	Volume (ac-ft)
Overall	63162.00	1.450	8%	0.116	15%	0.218	15%	0.2175	62%	0.899	1.643	0.199	5.59	0.318
Total	63162.00	1.450		0.116		0.218		0.2175		0.899		0.199	5.59	0.32

Equations:

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

Volume = Weighted D * Total Area

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

Where for 100-year, 6-hour storm

$E_a = 0.53$

$E_b = 0.78$

$E_c = 1.13$

$E_d = 2.12$

$Q_a = 1.56$

$Q_b = 2.28$

$Q_c = 3.14$

$Q_d = 4.7$



Sheet 1 of X