

ENCROACHMENT LICENSE
for
ACADEMY PARKWAY SELF STORAGE RUNDOWN
AT NORTH DIVERSION CHANNEL
and
TEMPORARY CONSTRUCTION and ACCESS LICENSE

This Agreement is made this Fifth day of June, 2020, by and between, the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY (hereinafter referred to as “AMAFCA” or “LICENSOR”), a political subdivision of the State of New Mexico, and THE ACADEMY PARKWAY SELF STORAGE, (“LICENSEE”).

RECITALS

- A. AMAFCA is the Owner of a drainage right of way for the North Diversion Channel west of 3605 Osuna Road NE (“PROPERTY”), and further described on attached **Exhibit A**; and
- B. LICENSEE desires to construct, stage, operate and maintain a drainage rundown and associated drainage facilities (“PROJECT”) installed on AMAFCA drainage right of way and further described on attached **Exhibit B**; and
- C. A temporary construction license is necessary to construct and install the PROJECT; and
- D. An encroachment license is necessary for the continued operation and maintenance of the Project on the PROPERTY; and
- E. LICENSOR and LICENSEE wish to establish the terms upon which this Encroachment License and temporary construction license shall be authorized.

NOW, THEREFORE, for consideration granted, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

1. **Encroachment Agreement.** AMAFCA hereby grants to LICENSEE a non-exclusive right to encroach upon the PROPERTY as identified in **Exhibit A**. This Encroachment License shall be for the limited purpose of constructing, operating, and maintaining the PROJECT, and shall be expire twenty-five (25) years from the date of acknowledgement of the PROJECT for maintenance by LICENSEE and upon issuance of a Letter of Acknowledgement by AMAFCA.

2. **Temporary Construction and Access.** For the purpose of allowing LICENSEE and/or the LICENSEE’s contractor (“CONTRACTOR”) access to the PROPERTY in order to install

the PROJECT, AMAFCA hereby grants to LICENSEE and its CONTRACTOR, a Temporary Construction and Access License (“TCAL”) for the PROPERTY and an area shown on **Exhibit B**. This TCAL shall automatically terminate upon completion of construction activities by LICENSEE, acceptance of the PROJECT for maintenance by the responsible party, and AMAFCA’s written acceptance of the TCAL area as being restored to conditions existing as of the date of this Agreement, or one (1) year from the date this Agreement is executed, whichever occurs first. All terms and conditions contained herein shall be in effect for the duration of the TCAL, and termination of the TCAL shall not affect any other provisions of this Agreement. LICENSEE shall inform and make known this LICENSE to its CONTRACTOR and is responsible for enforcement of all terms of this LICENSE with CONTRACTOR.

3. **Contingency.** The grant of rights herein is conditioned on approval of the construction drawings by AMAFCA, and shall not become effective until approval is successfully obtained by LICENSEE. In the event LICENSEE fails to obtain AMAFCA’s approval as required herein within one year of the date of execution, this Agreement shall be deemed null and void.

4. **Permits.** LICENSEE agrees to obtain and provide copies to AMAFCA of all required permits prior to any new construction commencing.

5. **Approvals by AMAFCA.** LICENSEE shall obtain AMAFCA’s prior written approval for all of the following:

- a. All construction drawings for construction of the PROJECT, including grading and drainage plans.
- b. All changes to the PROJECT plans which affect AMAFCA’s facilities prior to construction.
- c. All changes to the PROJECT plans which affect AMAFCA’s facilities after construction has started.
- d. A plan for protecting AMAFCA’s facilities during and after construction. The plan must include, at a minimum, the following:
 - i. Posting signs to inform users of the PROJECT that they are not permitted to traverse the slopes of the channel.
 - ii. Placing appropriate signage notifying the public of ditch safety and water quality issues due to the PROJECT’s location within a flood control facility.
 - iii. Any other protections necessary to ensure the integrity of the flood control facilities.

The standards provided herein are not exclusive, and AMAFCA reserves the right to reject any plan which, in AMAFCA’s sole opinion, does not provide sufficient protection to AMAFCA’s facilities or the public during or after construction. AMAFCA shall promptly review all design and construction documents and provide timely comments or approval, as appropriate.

6. **Compliance with Specifications.** LICENSEE shall ensure that all workmanship and materials conform to New Mexico Department of Transportation (“NMDOT”) Standard Specifications for Road and Bridge Construction (current edition), or City of Albuquerque Standard Specifications for Public Works Construction (as currently updated), whichever applies. In addition, the TCAL granted herein is subject to the AMAFCA GENERAL NOTES as shown on the AMAFCA approved plan set for the PROJECT and the ADDENDUM attached hereto.

7. **Construction Activities.** All construction, grading, operation, maintenance, inspection, repair, dust control (both short and long term), relocation and removal of any improvements shall be accomplished at LICENSEE’s sole expense, subject to inspection by AMAFCA, in such a manner as shown on the plans approved by AMAFCA and in accordance with all applicable laws, rules and regulations then in effect. LICENSEE shall notify AMAFCA in writing ten (10) days before beginning any work in AMAFCA’s right-of-way, and upon completion of construction and provide AMAFCA with the CONTRACTOR’S contact information, including but not limited to, project managers contact information and pre-construction meeting dates. After receiving notice that PROJECT construction is complete, AMAFCA shall inspect the PROJECT and provide to the LICENSEE either written acceptance or comments on those items which must be addressed before acceptance shall be granted.

8. **Permit Compliance.** LICENSEE agrees to comply with AMAFCA’s programmatic fugitive dust permit and NPDES MS4 Permit, and will require its CONTRACTOR to comply with all such permit requirements. Permit requirements include but are not limited to those requirements described on attached **Exhibit C**.

9. **Inspection and Protection of AMAFCA Facilities.** All construction work performed or materials used within the limits of AMAFCA’s right-of-way shall be subject to periodic inspection by AMAFCA’s designated representative. Any comments by AMAFCA as a result of such inspections shall be directed to LICENSEE. LICENSEE will reimburse AMAFCA for all costs incurred for on-site inspection and related services. All construction activities associated with the PROJECT shall be completed in such a manner so as not to damage or interfere with the operation and maintenance of AMAFCA’s flood control facilities and equipment. If any activities during the construction of the PROJECT endanger the flood control function of any AMAFCA facilities, AMAFCA shall notify the LICENSEE and they shall promptly commence to correct such condition and to restore the AMAFCA facilities at LICENSEE’s sole cost. In the event LICENSEE fails to commence such repairs within seven (7) days of such notice, AMAFCA shall be permitted to make such repairs to correct such condition at the expense of the LICENSEE.

10. **Maintenance of the Project.** Upon successful completion of construction activities, LICENSEE shall obtain written acknowledgement from AMAFCA that all terms of the TCAL have been satisfied and that the PROJECT has been constructed in accordance with the construction drawings. Upon obtaining written acknowledgement from AMAFCA, LICENSEE shall accept maintenance of the PROJECT. Maintenance of the PROJECT includes but is not limited to rip-rap rundown and drainage facilities associated with rundown and other appurtenances within the

encroachment area. The PROJECT shall be properly maintained at all times at the expense of LICENSEE, and shall not in any way impede, endanger, or negatively affect the flood control function of any AMAFCA facilities. Since the southern rundown was not constructed as part of this project, the LICENSEE will be responsible for any erosions or other maintenance issues that is a result of not constructing the southern rundown as part of this project.

11. **Restrictions.** LICENSEE shall restrict construction within any drainage right-of-way, or any impairment to the flood-carrying ability of any natural waterway, to the period between October 15 and May 15. At all other times, drainage ways shall be in original or final condition, and excavations and other land alterations shall be returned to their original contours and compacted condition, unless express written exception has been given in advance by AMAFCA.

12. **Restoration of Facilities.** Promptly commence to correct such conditions and to restore AMAFCA facilities at its sole cost, if the construction, grading, operation, maintenance, repair, relocation and removal of the PROJECT in the Licensed Area shown on Exhibit A in any way impede, endanger, or negatively affect the flood control function of any AMAFCA facilities. AMAFCA shall notify the LICENSEE as soon as possible in such an event. In the event the LICENSEE fails to commence such repairs within thirty (30) days of such notice, AMAFCA shall be permitted to make such repairs to correct such condition at the expense of LICENSEE.

13. **Relocation of Facilities.** LICENSEE shall relocate the PROJECT in the event that the PROJECT must be relocated to facilitate a flood control function, and the cost of such relocation shall be paid exclusively by the LICENSEE.

14. **Primary of Purpose.** It is mutually acknowledged that LICENSEE's proposed use of the PROPERTY shall be subservient to flood control operations, maintenance and inspection. If access to the PROPERTY is to be restricted, LICENSEE shall provide AMAFCA with keys and electronic codes to allow AMAFCA access to the PROPERTY. In the event that the PROJECT is damaged by AMAFCA's maintenance efforts, AMAFCA will not be liable for any damages incurred by the LICENSEE.

15. **Indemnification.** Each party shall be solely responsible for damages to persons and property resulting from the actions and omissions of that party, their agents, guests and/or permittees, and/or arising out of the use of the Licensed Area by that party, their agents, guests and/or permittees. The liabilities of each party shall be subject to the immunities and limitations of the Tort Claims Act, Section 41-4-1, et seq., N.M.S.A. 1978 and any amendments thereto.

16. **Additional Insured.** The CONTRACTOR shall be solely responsible for all damages caused by construction activities. To ensure repairs of such damages, the CONTRACTOR shall purchase Standard Form Owner's Protective Liability insurance naming AMAFCA as additional named insured in the same amount of \$2,000,000 and shall provide evidence of said insurance to AMAFCA within Seven (7) days of execution of this License. The CONTRACTOR shall save and hold AMAFCA harmless from all claims and judgments for damages and injury. In addition,

LICENSEE, CONTRACTOR, and any of their licensees or permittees shall procure general or premises insurance as necessary, and shall list AMAFCA as an additional insured on all such policies.

17. **No Third Party Rights.** This Encroachment License does not, and is not intended to, create in the public, or any member thereof, any rights whatsoever, such as, but not limited to, the rights of a third party beneficiary, nor does it authorize anyone not a party to this LICENSE to maintain a suit for wrongful death or any other claim whatsoever.

18. **Right to Appeal.** In addition to its common law rights and remedies under the law of contract, if any action by AMAFCA under this License is deemed unreasonable by the LICENSEE, they shall have the right to appeal to the AMAFCA Board of Directors.

19. **Termination for Cause.** Should the LICENSEE fail to comply with the provisions of this agreement, or should they fail to make use of the premises for the purposes stated for a continuous period of one (1) year, this License and all rights and privileges herein granted may be terminated by AMAFCA. However, such termination shall be preceded by written notice, giving them at least thirty (30) days to affect a cure. In the event that the LICENSEE, its licensee and/or its permittees breach the terms and conditions of this Agreement, AMAFCA shall be entitled to recover its costs and attorney's fees incurred as a result of the breach, in addition to any other legal and/or equitable remedies available.

20. **Termination for Convenience.** AMAFCA may terminate this License for any reason or no reason, as to all or any part of the PROPERTY or grant of rights herein, upon giving the LICENSEE one year prior written notice of such termination.

21. **Notices.** All notices with respect to this License Agreement shall be in writing and shall be delivered personally, via electronic mail with receipt request, or sent postage prepaid by United States Mail, via certified mail with return receipt requested, to the addresses set forth below or other such addresses as hereafter specified in writing by one Party to the others:

AMAFCA
2600 Prospect Ave. NE
Albuquerque, NM 87107
Attn: Jerry Lovato, Executive Engineer
Email: JLovato@amafca.org

Academy Parkway Self Storage
3605 Osuna Road NE
Albuquerque, NM 87109
Attn: D. Dennis
Email: dee@leumasllc.com

22. **Renewal.** Timely request for renewal of this Encroachment License Agreement is the sole responsibility of LICENSEE.

23. **Entire Agreement.** This Agreement and all exhibits and attachments hereto represent the entire agreement between the parties regarding use of the PROPERTY.

Witness my hand and seal this 5th day of June, 2020.

Terms and Conditions Agreed to and Acknowledged:

LICENSEE:

ACADEMY PARKWAY SELF STORAGE, J D D FAMILY LIMITED PARTNERSHIP

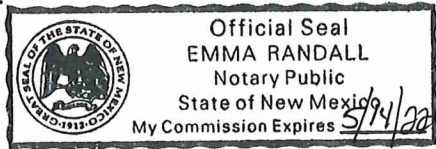
BY:

[Signature]
D. Dennis

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

The foregoing instrument was acknowledged before me on the 5th day of June, 2020, by J. Dee Dennis III AS OWNER OF SAID corporation, on behalf of said corporation.

SEAL



[Signature]
Notary Public

5/14/2022
My commission expires



City of Albuquerque



- Legend**
- Bernalillo County Parcels
 - World Street Map



Exhibit A

300 0 150 300 Feet

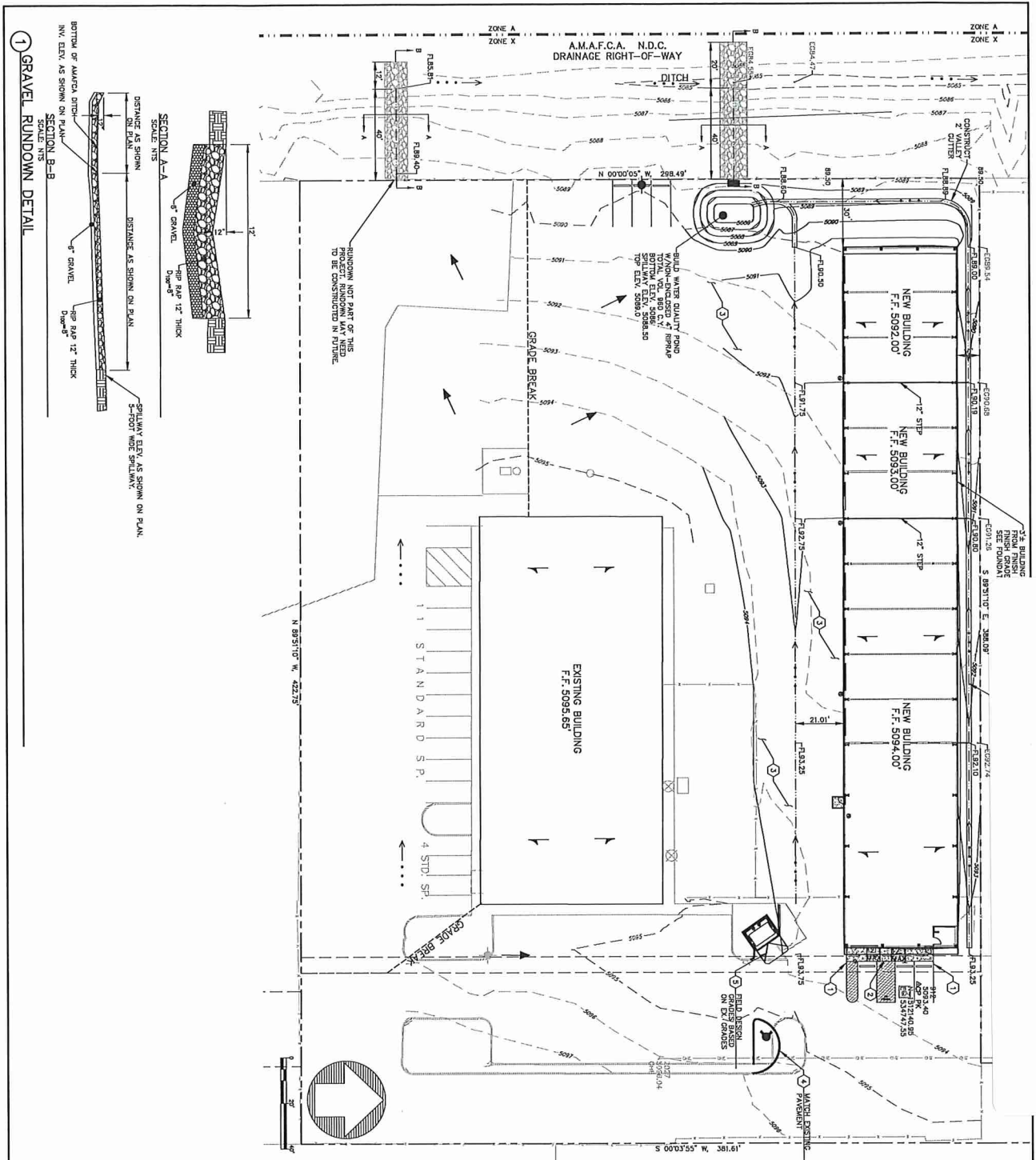
MGS_1984_Web_Mercator_Auxiliary_Sphere
6/4/2020 © City of Albuquerque

1: 1,803

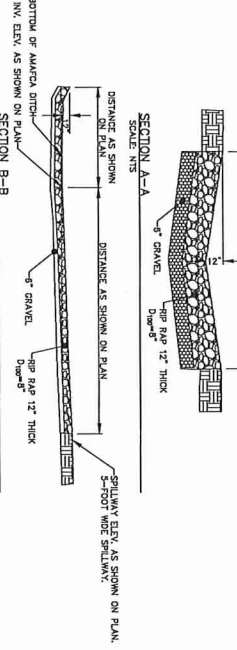
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

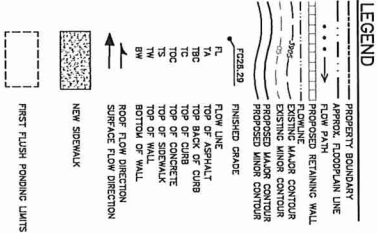
Notes



1 GRAVEL RUNDOWN DETAIL
SCALE NTS



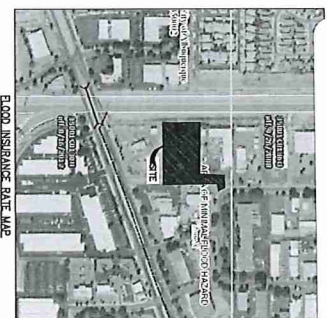
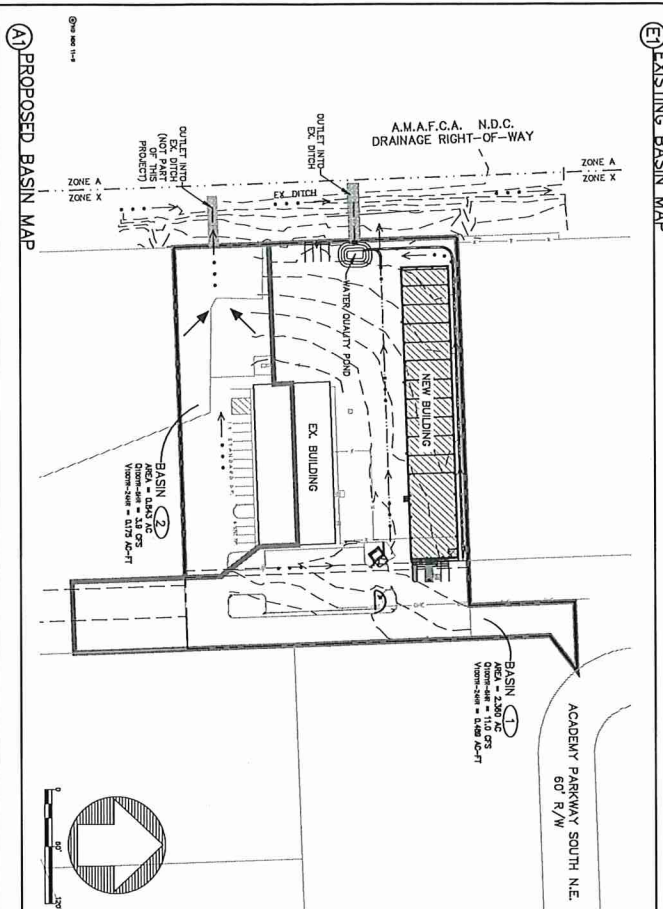
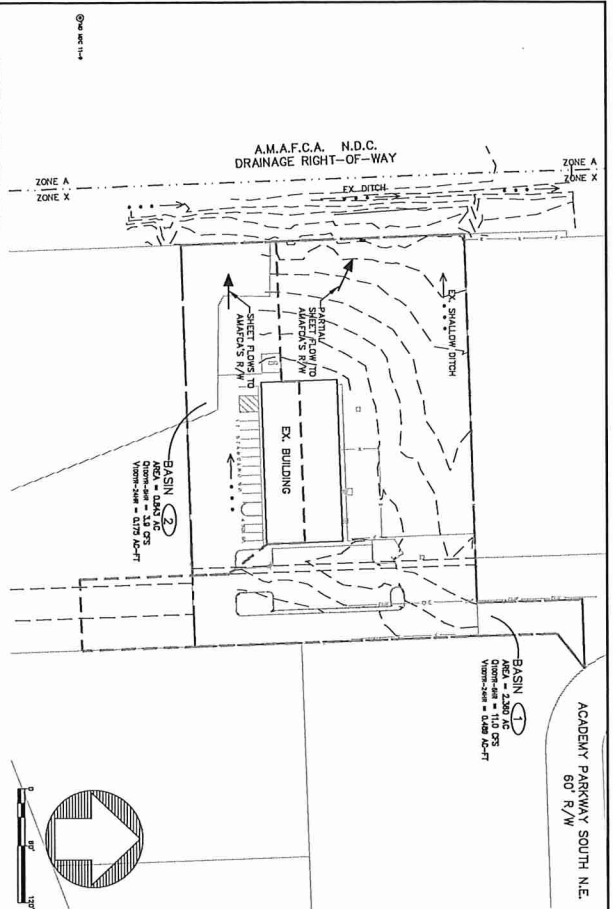
- GENERAL GRADING NOTES:**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY OF ALBUQUERQUE AND THE STATE OF NEW MEXICO.
- KEYED NOTES:**
1. CONSTRUCT TURNROUND SCHEDULE PER DETAIL 1/0-1
 2. CONSTRUCT TURNROUND SCHEDULE AT ACCESSIBLE ZONES PER DETAIL 2/0-1
 3. CONSTRUCT ASPHALT PAVEMENT PER DETAIL 3/0-1
 4. CONSTRUCT HEADER CURB PER DETAIL 4/0-1
 5. CONSTRUCT CONCRETE PER DETAIL 5/0-1
 6. CONSTRUCT GRAVEL RUNDOWN PER DETAIL 1/0-1



A.M.A.F.C.A. NOTE
CONFORMANCE WITH A.M.A.F.C.A.'S REPRESENTATIVE NOTICE TO CONTRACTORS (A.M.A.F.C.A. N.D.C.) IS REQUIRED FOR ALL WORK WITHIN A.M.A.F.C.A.'S NORTH DIVISION CHANNEL

BENCH MARK
CITY OF ALBUQUERQUE GEODETIC CONTROL, "30-118" MONUMENT, 100 FT. FROM CORNER OF GRAND BLVD. SE AND BURTON AVENUE SE

PROJECT NAME	ACADEMY PARKWAY SELF STORAGE 3605 OSUNA ROAD N.E. ALBUQUERQUE, NM 87109		
ENGINEER'S SEAL			
DATE	MAY 2019		
DRAWN BY	RJS		
CHECKED BY	RJS		
DATE	MAY 2019		
DRAWN BY	RJS		
CHECKED BY	RJS		
DATE	MAY 2019		
SHEET NO.	C-1		



Introduction
A 43,370 sq. ft. 100,000 sq. ft. building is being proposed at 3605 Osuna Rd. NE directly north of the Car Wash and Automotive Building. The proposed building will be built on the same lot as the Car Wash and Automotive Building, which is lot 64-1. Block A, Interstate Industrial Tract, Unit 1. The existing site grading and drainage plan is the EIS/054 referenced under City of Albuquerque's Hydrology Department. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department.

Proposed Condition
The site currently contains a 15,370 sq. ft. 100,000 sq. ft. building and additional parking. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department.

Existing Condition
The site currently contains a 15,370 sq. ft. 100,000 sq. ft. building and additional parking. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department. The proposed drainage and hydrology plan is the proposed drainage and hydrology plan, which is the EIS/054 referenced under City of Albuquerque's Hydrology Department.

Conclusion
The City's requirements have been satisfied under the grading & drainage plan. The contractor shall use these data sheets for construction, and will need a drainage certification in order to obtain a Close-out. This drainage report meets approval for building permit and work within AMMCA's right-of-way.

LEGEND

- SMALE: MAJOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED FLOOD PROTECTION
- PROPOSED BASIN MAP
- APPROXIMATE FLOOD PLAN

TABLE 1. CONTIGUOUS AREAS

Area of Treatment A	Area of Treatment B	Area of Treatment C	Area of Treatment D	Total Area
0.00 ac	2143.00 ac	0.00 ac	16003.00 ac	18146.00 ac

TABLE 2. CONTIGUOUS AREAS

Area of Treatment A	Area of Treatment B	Area of Treatment C	Area of Treatment D	Total Area
0.00 ac	514.00 ac	0.00 ac	30234.00 ac	30748.00 ac

TABLE 3. HYDROLOGIC CALCULATIONS

Weighted E	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)	Volume (cu ft)
2.002	0.412	0.148	0.148	0.708

TABLE 4. HYDRAULIC CALC. - BASIN 1 CHANNEL

Triangular Slope Slope (ft)	Total Depth (ft)	Invert Elev (ft)	Velocity (ft/s)	Flow (cfs)
0.00	6.00	100.00	0.033	0.04

TABLE 5. HYDRAULIC CALC. - BASIN 2 CHANNEL

Triangular Slope Slope (ft)	Total Depth (ft)	Invert Elev (ft)	Velocity (ft/s)	Flow (cfs)
0.00	6.00	100.00	0.033	0.02

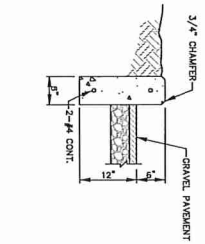
PROJECT NAME: ACADEMY PARKWAY SELF STORAGE
3605 OSUNA ROAD N.E.
ALBUQUERQUE, NM 87109

ENGINEER'S SEAL: [Professional Engineer Seal]

Fierro & Company
ENGINEERING & SURVEYING
8300 MONTANO RD. NW, SUITE C
ALBUQUERQUE, NEW MEXICO 87120
PH (505) 552-8930
www.fierrocompany.com

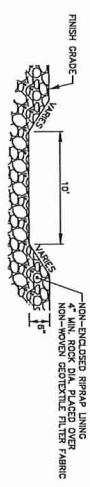
PROJECT NO: 19012
SHEET NO: C-2

REV.	DATE	DESCRIPTION	BY

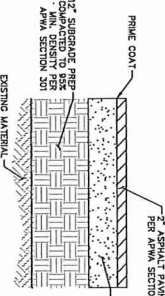


- CURB GENERAL NOTES:** THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR PRIOR APPROVAL.
1. ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BY A LICENSED CONTRACTOR AND REQUIRES PERMIT AND APPROVAL BY THE DEPT. OF PUBLIC WORKS.
 2. SUBGRADE SHALL BE COMPACTED TO 98% A5M D 1597, MIN.
 3. CURB SHALL BE PORTLAND CEMENT CONCRETE, PORTLAND CEMENT FLY ASH OR PORTLAND CEMENT FLY ASH AND 7% FLY ASH ENHANCEMENT (MAX 20% FLY ASH BY WEIGHT).
 4. FOLLOW CONSTRUCTION JOINTS AT 7' 6" INTERVALS.
 5. 1/2" PRE-EXPANDED BITUMINOUS EXPANSION JOINTS AT 15' INTERVALS.
 6. DIMENSIONS AT ROUNDED CORNERS WEATHERED TO INTERSECTION OF STRAIGHT LINES.

4. HEADER CURB DETAIL
SCALE: 1" = 1'



7. POND OVERLOW WEIR SECTION
SCALE: NTS

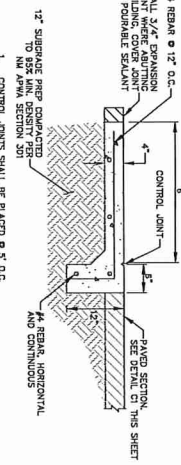


- CONSTRUCTION NOTES:**
1. PRIOR TO CONSTRUCTION, PAVEMENT DESIGN FROM A LICENSED PROFESSIONAL ENGINEER, USE PAVEMENT UNDER PAVEMENT DESIGN DETAIL IS PROVIDED AS A BASIS FOR COST ESTIMATING PURPOSES.

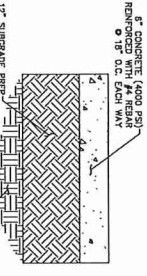
3. TYPICAL ASPHALT PAVEMENT SECTION
SCALE: NTS



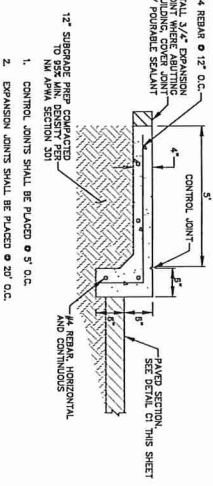
8. 2-FT WIDE GUTTER
SCALE: NTS



2. TURN DOWN SIDEWALK AT ACCESSIBLE ZONES
SCALE: 1" = 1'



3. TYPICAL 6" PCC
SCALE: NTS



1. TURN DOWN SIDEWALK
SCALE: 1" = 1'

- CONSTRUCTION NOTES:**
1. CONSTRUCTION JOINTS SHALL BE LOCATED AT BUILDINGS. INSTALL 1/2" BITUMINOUS EXPANSION JOINT RECESS 1/4" VERTICALLY. INSTALL EQUAL LET POSITION SOLANT ON APPROVED EQUAL.
 2. INSTALL CONTRACTION JOINTS @ 5'-0" O.C. REQUIRED.
 3. LIGHT BROOK FINISH CONCRETE SURFACE REQUIRED.

- CONSTRUCTION NOTES:**
1. CONTROL JOINTS SHALL BE PLACED @ 5' O.C.
 2. EXPANSION JOINTS SHALL BE PLACED @ 20' O.C.
 3. 4000 PSI CONCRETE W/ BRUSH FINISH.

REV.	DATE	DESCRIPTION	BY

PROJECT NO.	1002
DESIGNED BY:	RSF
DRAWN BY:	RSF
CHECKED BY:	RSF
DATE:	MAY 2010
SHEET TITLE:	DETAILS

PROJECT NAME	
ACADEMY PARKWAY SELF STORAGE	
3605 OSUNA ROAD N.E.	
ALBUQUERQUE, NM 87109	

ENGINEER'S SEAL

Fierro & Company
ENGINEERING | SURVEYING
6300 MONTANO RD., NW, SUITE C
ALBUQUERQUE, NM 87120
PH (505) 352-8930
www.fierrocompany.com

EXHIBIT C

This License is subject to AMAFCA's programmatic fugitive dust permit requirements as listed below, if applicable:

- A-1. Dust suppression shall be maintained seven days a week during construction activity.
- A-2. The CONTRACTOR shall be responsible to clean up all track-out of material.
- A-3. During times of inactivity, the CONTRACTOR shall be required to "crust the surface" of the access road and any disturbed area within the Licensed area.
- A-4. The CONTRACTOR shall clean up any soil deposits or spills on all paved roads along haul routes.
- A-5. During times of inactivity and at the end of each work day, the CONTRACTOR shall close and lock all AMAFCA gates.
- A-6. The CONTRACTOR shall maintain all fencing and gates and repair them if damaged.
- A-7. Any fines levied against AMAFCA due to the CONTRACTOR's activities that violate the conditions of the AMAFCA fugitive dust permit shall be reimbursed by the CONTRACTOR.
- A-8. Any fines levied against the CONTRACTOR due to its activities that violate the conditions of the soil disturbance permit initiated by the CONTRACTOR shall be paid by the CONTRACTOR.
- A-9. If AMAFCA is fined as Owner, due to the CONTRACTOR's activities, the CONTRACTOR shall reimburse AMAFCA for all costs associated with payment of the fine by AMAFCA.

This License is subject to the EPA NPDES Municipal Separate Storm Sewer System (MS4) Permit NMR04A000 requirements as listed below, if applicable:

- B-1. The CONTRACTOR shall submit a stormwater pollution prevention plan (SWPPP) for approval by AMAFCA before the Notice of Intent (NOI) is submitted to EPA, if and only if, the CONTRACTOR is using any AMAFCA Facility as a Best Management Practice (BMP) or if a BMP will inhibit the function of an AMAFCA Facility.
- B-2. The CONTRACTOR shall implement an erosion and sediment control program to minimize sediment entering AMAFCA's Facilities.
- B-3. The CONTRACTOR shall provide SWPPP inspection and enforcement of control measures during construction.
- B-4. Any fines levied against CONTRACTOR due to any activities that violate conditions of the AMAFCA MS4 Permit NMR04A000 shall be paid by the CONTRACTOR.
- B-5. If AMAFCA is fined as Owner, due to the CONTRACTOR's activities, the CONTRACTOR shall reimburse AMAFCA for all costs associated with payment of the fine by AMAFCA.

This License is subject to the following AMAFCA requirements as listed below, if applicable:

- C-1. The CONTRACTOR shall be responsible for all traffic control.
- C-2. The CONTRACTOR shall, at its own expense, replace any monuments that are disturbed or fence that is damaged.
- C-3. The CONTRACTOR shall re-grade the maintenance road after the project is complete.

- C-4. Any concrete, asphalt and debris found within the designated License area shall be stockpiled prior to hauling the material to an approved disposal site.
- C-5. Trash and debris removal from AMAFCA property shall be at the CONTRACTOR's cost.
- C-6. The CONTRACTOR shall re-seed all disturbed areas within the licensed area.

These conditions are included and are part of this license by mutual agreement of both parties.