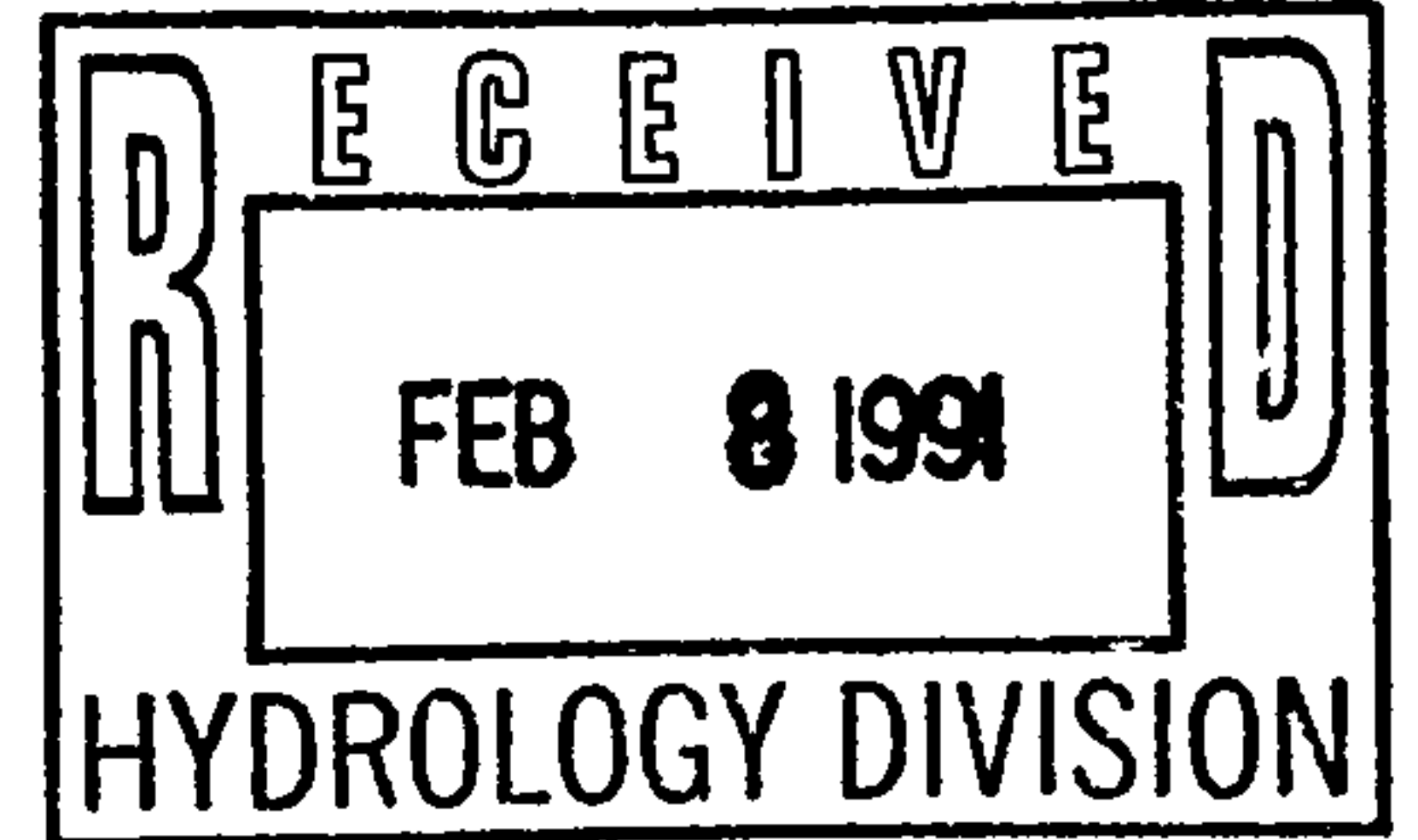




City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

E17/DBE*D34A



February 6, 1991

****REVISION****

CERTIFICATE OF COMPLETION AND ACCEPTANCE

Mr. Willis E. Garrett
John L. Rust Company
4000 Osuna N.E.
Albuquerque, NM 87109

RE: PROJECT NO. 4098.80, ALBUQUERQUE INDUSTRIAL PARK, (MAP NO. E-17-Z)

Dear Mr. Garrett:

This is to certify that the City of Albuquerque accepts Project No. 4098.80 as being completed according to approved plans and construction specifications. The City of Albuquerque will accept for continuous maintenance all public infrastructure improvements constructed as part of Project No. 4098.80.

The project is described as follows:

- Extended Midway Place approximately 425 feet east of Office Blvd. Improvements include 10" water and 8" sanitary sewer extensions along the Midway Place extension, paving, and a storm drain manhole along an existing 36 inch storm drain located north of the Midway Place extension. Also placed 1,312 SF of 4' sidewalk on the north side of Midway Place. In addition base course aggregate was used in lieu of natural gravel in the Midway Place cul-de-sac.
- The contractor's correction period began December 17, 1990 and will be effective for a period of one (1) year.

Sincerely,

Brian L. Speicher, P.E.
Chief Construction Engineer
Design/Construction Division
Engineering Group
Public Works Department

BLS:kt

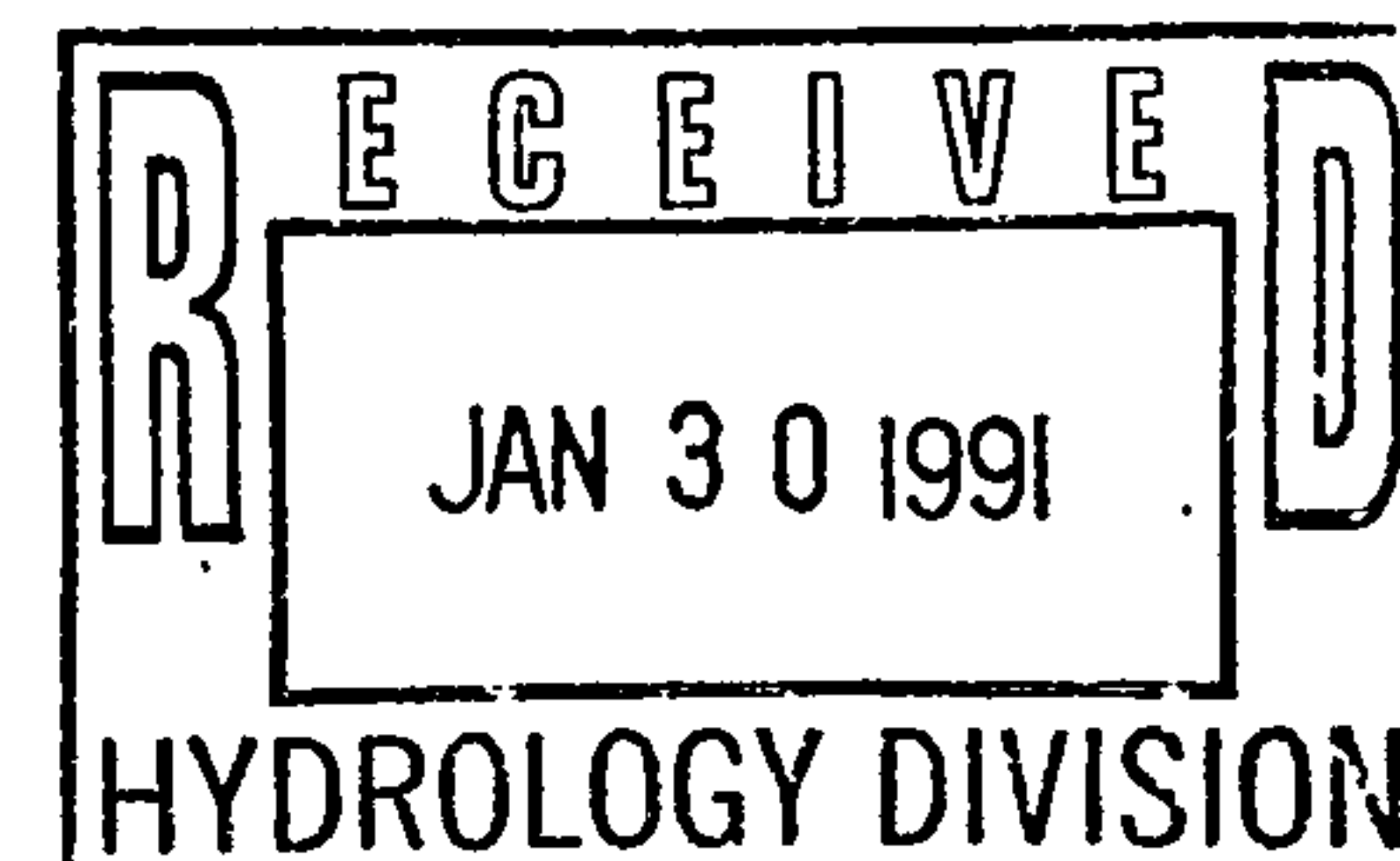
AN EQUAL OPPORTUNITY EMPLOYER

E17/Dt*334*



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103



January 30, 1991

CERTIFICATE OF COMPLETION AND ACCEPTANCE

Mr. Willis E. Garrett
John L. Rust Company
4000 Osuna N.E.
Albuquerque, NM 87109

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

Sincerely,

Brian L. Speicher, P.E.
Chief Construction Engineer
Design/Construction Division
Engineering Group
Public Works Department

BLS:kt



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

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December 17, 1990

James R. Topmiller, P.E.
Bohannon-Huston, Inc.
7500 Jefferson Street, N.E.
Albuquerque, New Mexico 87109

RE: DRAINAGE PLAN FOR A BRANCH WAREHOUSE FOR NABISCO INC., (E-17/^{D34}~~D68~~),
ENGINEER'S STAMP DATED DECEMBER 6, 1990

Dear Mr. Topmiller

Based on the information provided in the referenced submittal received December 7, 1990, the submittal is approved for Certification of Occupancy release.

If you should have any questions, please do not hesitate to call me at 768-2650.

Cordially,

Gilbert Aldaz, P.E. & P.S.
City/County Floodplain Administrator

xc: Clifford E. Anderson, AMAFCA

GA
(WP+1956)

PUBLIC WORKS DEPARTMENT

Walter H. Nickerson, Jr., P.E.
Assistant Director Public Works

ENGINEERING GROUP

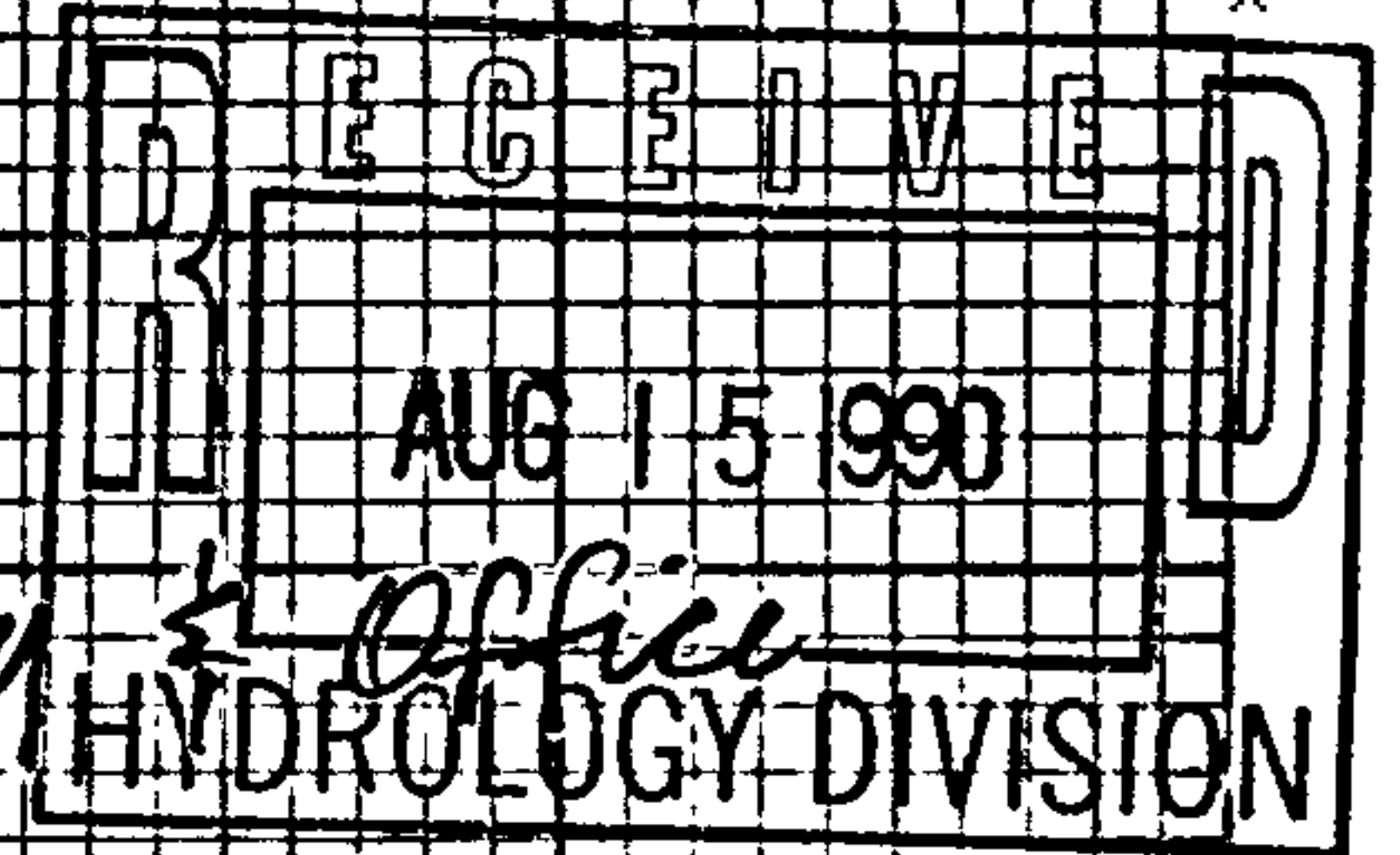
Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER



AN EQUAL OPPORTUNITY EMPLOYER

NABISCO WAREHOUSE

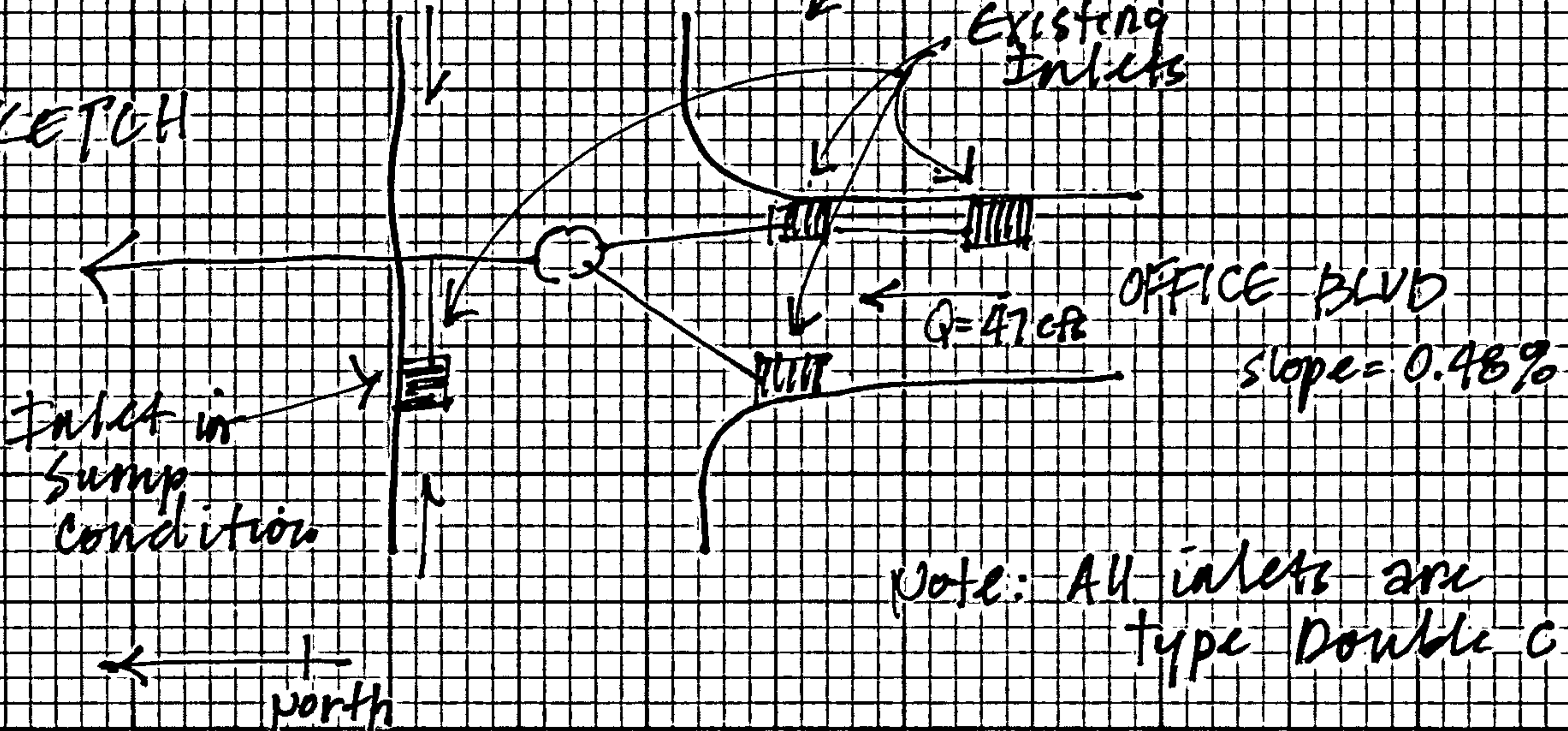


calculations for the capacity
of the existing inlets at Midway

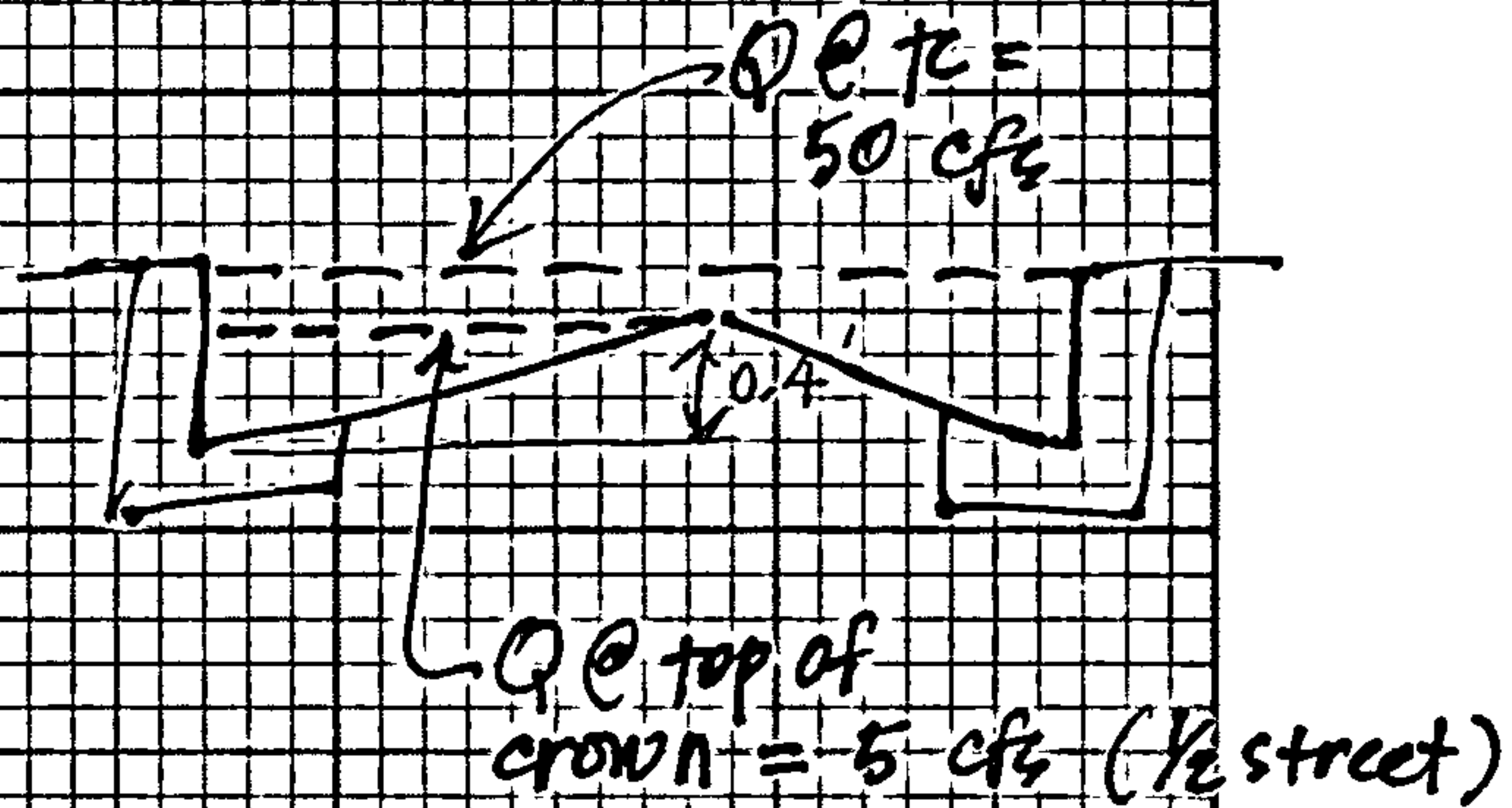
$Q = 70$ cfs total to
all 4 inlets

$Q = 23$ cfs

SKETCH



- 1) calculate Office Blvd.
street capacity
from DPM, 40' wide street



- 2) determine capacity of the
three inlets south of Midway Place
(use DPM chart)



BOHANNAN-HUSTON INC.

PROJECT NAME NABISCO SHEET 1 OF 2
PROJECT NO. _____ BY James T. DATE 8/14/90
SUBJECT _____ CH'D _____ DATE _____

double "C" inlets @ street slope = 0.0048,
cap = 10 cfs each, @ depth = 0.67'
(approx. 47 cfs)

This is Not for
Consistent inlet
each inlet depth
Q and change has
pass each inlet.

Total flow collected
by the 3 inlets is 30 cfs.

* that leaves 17 cfs (47-30) to be
collected by the inlet in the
sump condition plus 23 cfs from
Basin C (total = 40 cfs)

③ Determine capacity of the sump condition
inlet.....

use orifice equation...

$$Q = CA\sqrt{2gh}, \dots h = 0.67' \text{ (try it @ top of curb)}$$

$$C = 0.6$$

$$A = 9 \text{ sq. ft. (Albuq. grate open area for double inlet)}$$

$$Q = 0.6(9)\sqrt{64.4(0.67)}$$

$$= 35.5 \text{ cfs} < 40 \text{ cfs (by 7\%)}$$

④ THE EXISTING INLETS ARE ADEQUATE
TO COLLECT EXISTING FLOWS.

Justification: 1. The calculated capacity (35.5 cfs) is within
7% of the required rate (40 cfs). This is
within the error range of the calculations.
2. This depth of flow at the sump inlet (0.67')
will cause the three inlets in Office Blvd. to
also be in a sump condition, thus increasing
their ability to collect flows.

BOHANNAN-HUSTON INC.

PROJECT NAME NABISCO

SHEET 2 OF 2

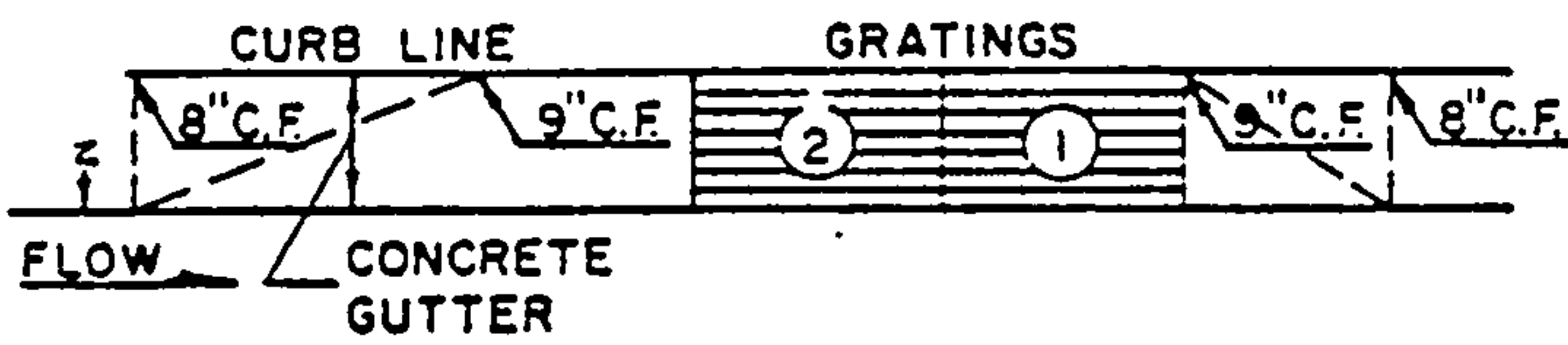
PROJECT NO. _____

BY James T. DATE 8/14/90

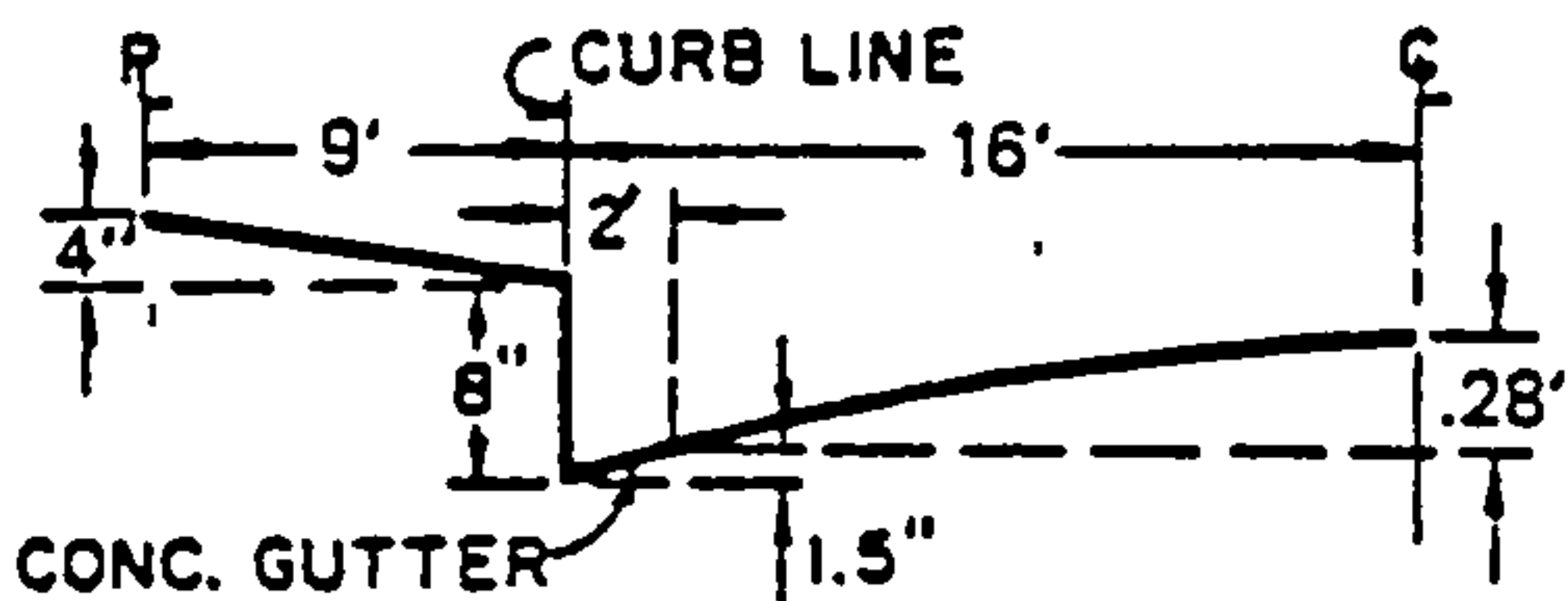
SUBJECT _____

CH'D _____ DATE _____

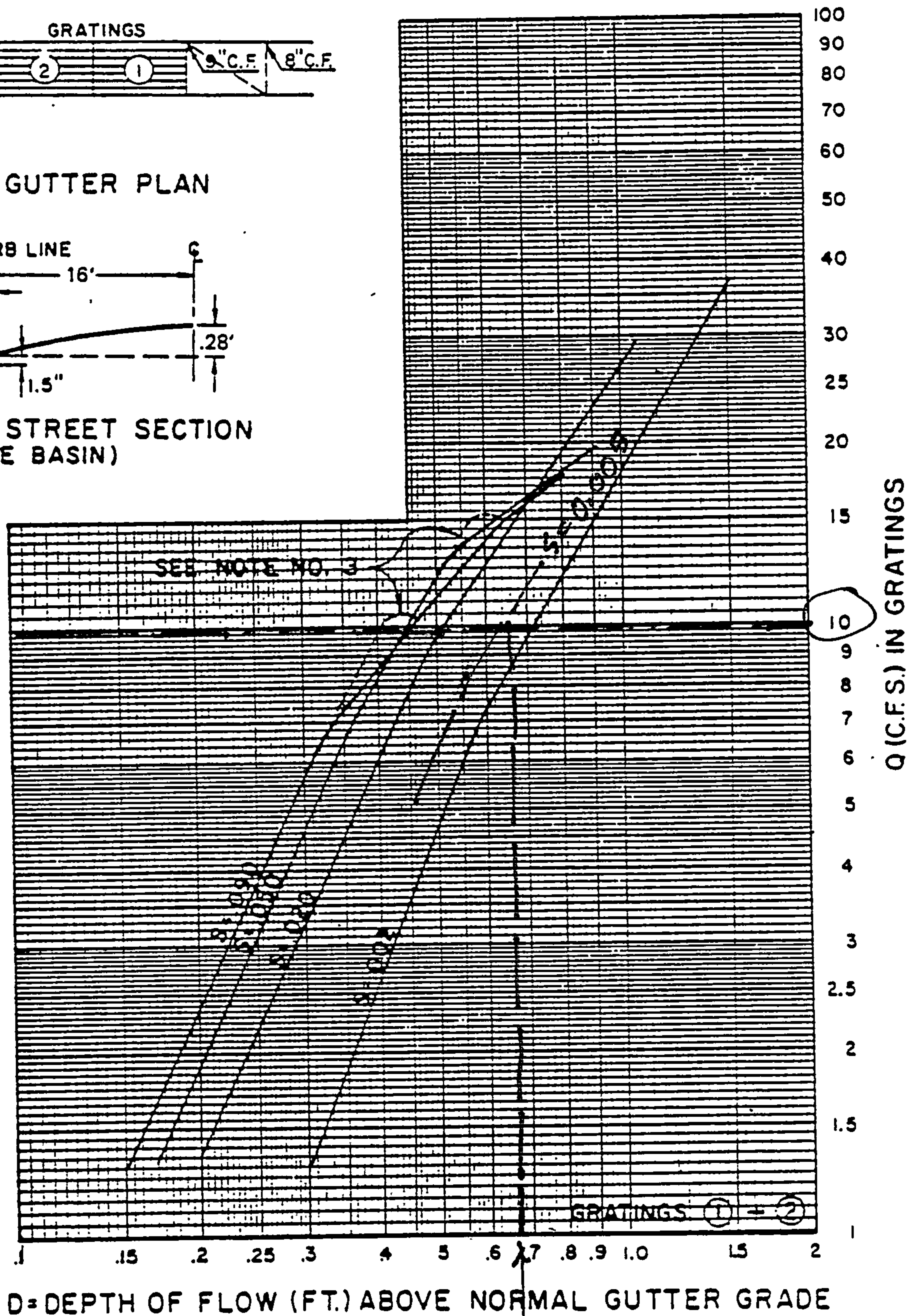
GRATING CAPACITIES FOR TYPE DOUBLE "A," "C," AND "D"



GRATING & GUTTER PLAN

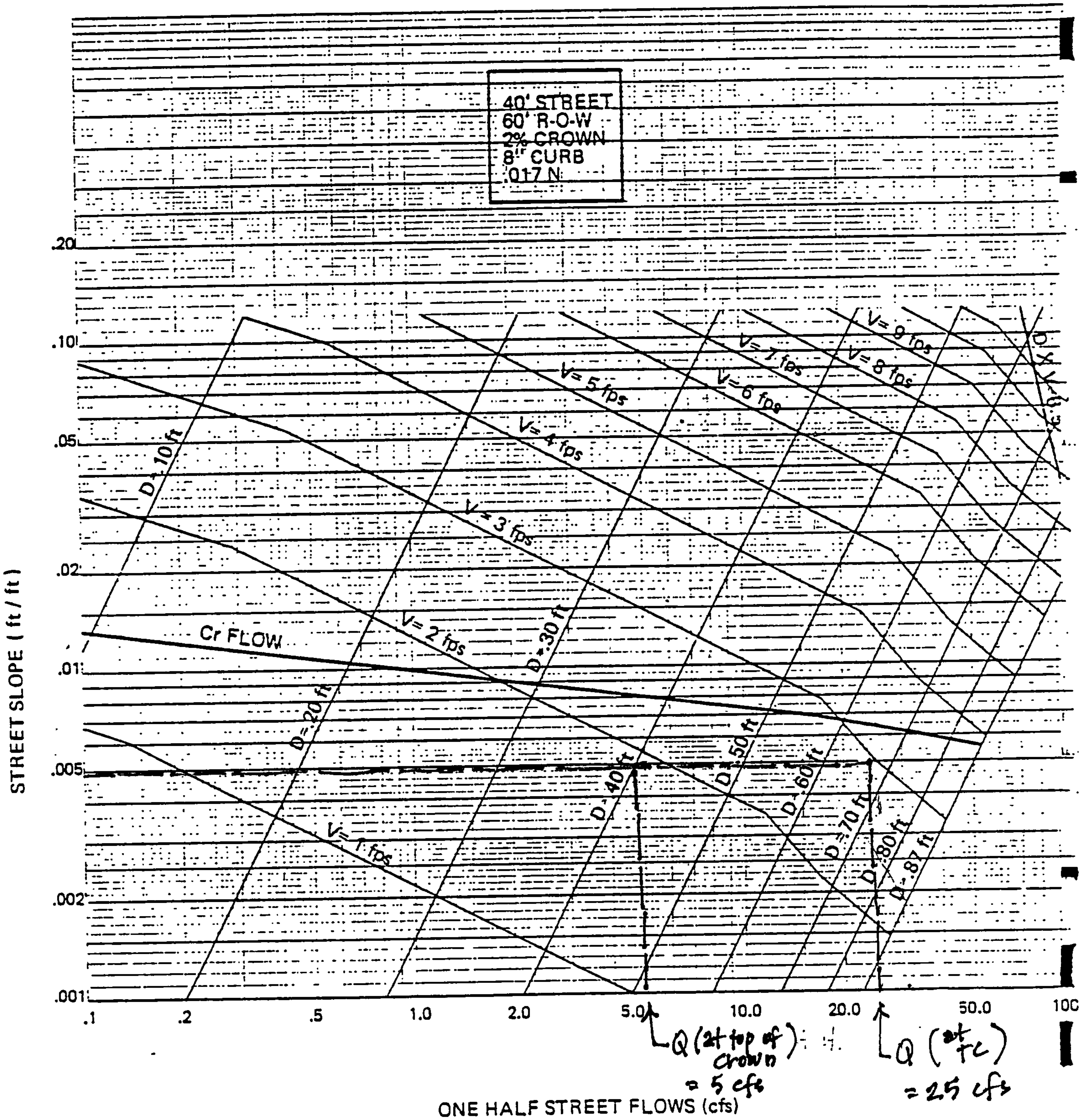


TYPICAL HALF STREET SECTION (ABOVE BASIN)



HALF-STREET STREET CAPACITY

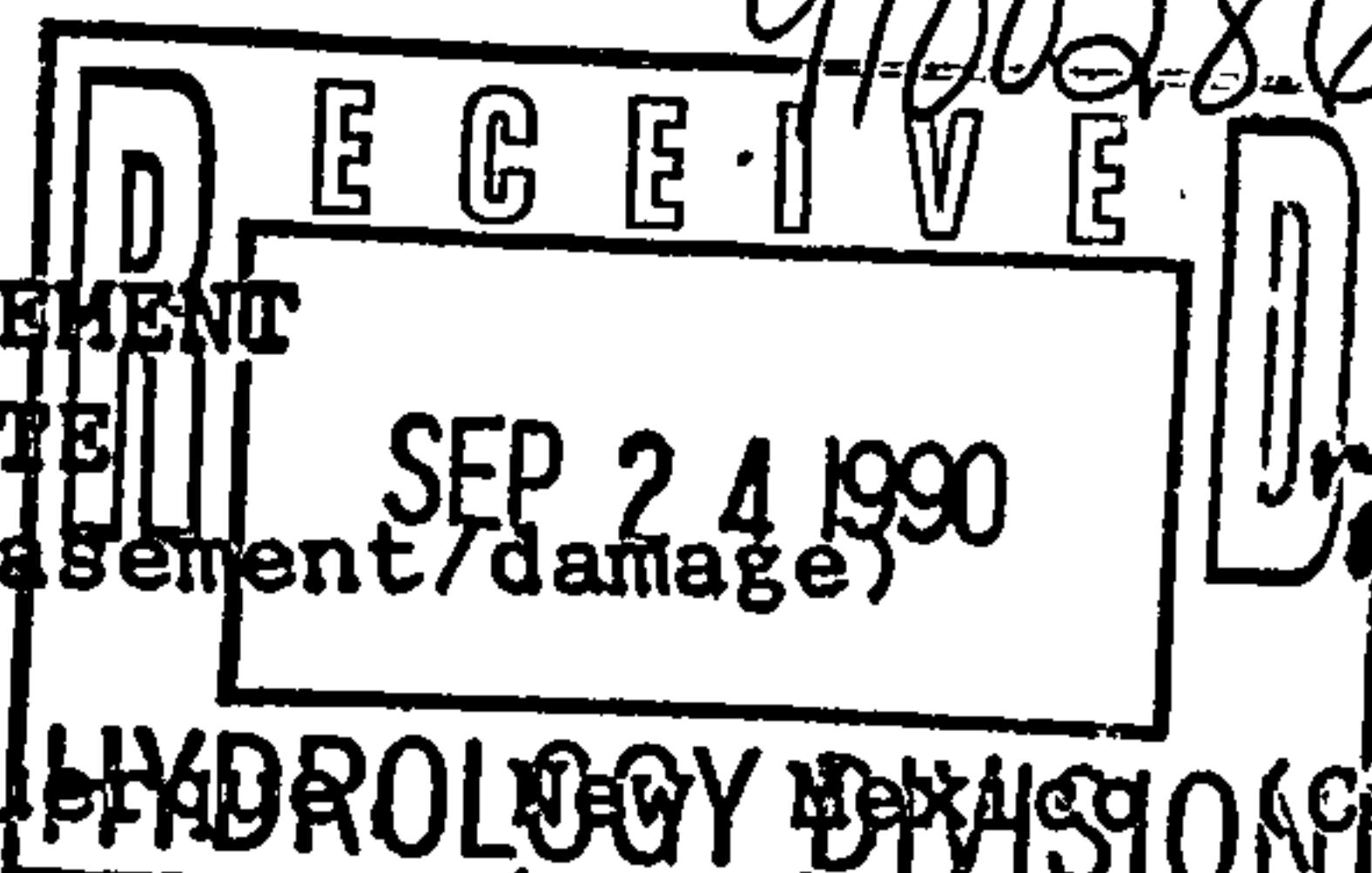
22.3



9073889

REAL PROPERTY ENCROACHMENT AGREEMENT
AND COVENANTS UPON REAL ESTATE

(Building structures into water & sewer easement/damage)



This Agreement between the City of Albuquerque, New Mexico (City) and John L. Rust Company (User) is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the County Clerk.

Recital: The User is the owner of certain real property (User's Property) located at Albuquerque Industrial Park Site in Albuquerque, New Mexico which is more particularly described as:

A 25' Wide Public Drainage Easement, along the west property line of and within Lot B-1-A, Albuquerque Industrial Park Site.

The City is the owner of certain Real Property, easement or public right-of-way (City's Property) adjoining, abutting or within User's Property. The User wishes to encroach upon, or already has encroached upon, the City's Property by constructing the following "Improvement":

Paving of parking lot and a detention pond with a grouted outlet structure (northwest corner of tract.)

A sketch of the encroachment of the Improvement on to the City's Property (the "Encroachment") is attached hereto as Exhibit A and made a part of this Agreement.

The City agrees to permit the Encroachment, provided the User complies with the terms of this Agreement.

City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work effects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvement, the User shall, at its own expense, take whatever protective measures are required to safeguard the Improvement.

User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and if required, protecting the Encroachment all in accordance with standards required by the City. User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

FILE E-17/D6834A

YH

(wp+123208)

(APPROVED AS TO FORM ONLY
BY LEGAL 3/31/89)

7281

Demand for Repair, Modification or Protection. The City may send written notice ("Notice") to the User requiring the User to repair the Improvement or take specified protective measures to safeguard the Improvement within sixty (60) days after mailing of the written notice to User ("Deadline") and the User will promptly comply with the requirements of the Notice. The User will perform all required work by the Deadline at User's sole expense.

Failure to Perform; Emergency. If the User fails to comply with the terms of the Notice by the Deadline stated, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may then assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User shall pay the City the amount assessed within thirty (30) days after the City gives the User written notice of the amount due. If the City employs the City's Legal Department or an outside attorney to enforce this Agreement, the User shall pay the City all costs, charges and expenses, including reasonable attorney's fees for the City's Legal Department or outside attorney, expended or incurred by the City to successfully enforce this Agreement.

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

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

John L. Rust Company
4000 Osuna N.E.
Albuquerque, New Mexico 87109

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

Encroachment Covered. User understands and agrees that the Encroachment is the only encroachment permitted pursuant to this Agreement and that any modification, alteration or extension of the Encroachment shall be a violation of this Agreement. In the event the User violates this provision of this Agreement, the City shall be entitled to require the User to remove the extension, modification or alteration constructed on City property. Upon receipt of Notice from the City as provided herein, User shall promptly remove any extension, modification or addition to the Improvement at User's expense.

Release. This Agreement may be released only upon the signature of the City's Chief Administrative Officer with the concurrence of the City Engineer.

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

Indemnification. The User agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the User the failure of the User to perform any act or duty required of the User herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the 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. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

In addition, User understands and agrees that it shall be solely liable for any incidental or consequential damages to the Improvement incurred by User arising out of or as a result of the Encroachment. User agrees that the City shall have no liability to User whatsoever for any damages to User or its property resulting from the City's maintenance of its Property and appurtenances thereto.

User specifically acknowledges and understands that the proximity of the Improvement to the waterline and/or sanitary sewer line and/or storm drainage line in the City's Property constitutes an inherent risk to User and its property, and hereby agrees, for itself, its heirs, assigns, successors and personal representatives, that it shall be solely liable for any damages resulting from the location of the Improvement. User hereby releases City from any claims, actions, suits or proceedings arising out of such known and foreseeable risk.

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

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

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

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

Extent of Agreement. User understands and agrees that the User is solely responsible for ascertaining whether User's Improvement encroaches upon the property or facilities of any other entity and that by entering into this Agreement, the City makes no representations or warranties that the City's property is the only property affected by the encroachment.

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 15 day
of August, 19890, by Welles E. Garrett
(User)

Mary L. Snyder
Notary Public

My Commission Expires:
4-12-92

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this ____ day
of _____, 198____, by _____
on behalf of said corporation. (Title)

Notary Public

My Commission Expires:

7284

CITY OF ALBUQUERQUE

USER: John L. Rust Company

Approved By:

D.H. A. C. Blumfeld
Chief Administrative Officer
Date: 9/19/90

John L. Rust
Date: Aug 15, 1990

Russell B. Givler 9-6-90
Russell B. Givler, City Engineer
Engineering Group,
Public Works Department

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this 19th day of Sept., 1990, by Arthur A. Blumenfeld, Chief Administrative Officer of the City of Albuquerque, a municipal corporation on behalf of said corporation.

Eulalia Davis
Notary Public

My Commission Expires:
4-2-94

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

-4-

(APPROVED AS TO FORM ONLY
LEGAL 3/31/89)

90 SEP 21 AM 11:45

BK BCR 90-15 PG 7280-7285

GLADYS M. DAVIS
CLERK & RECORDER
D. Star DEPUTY

OUTLET STRUCTURE

DETENTION
POND

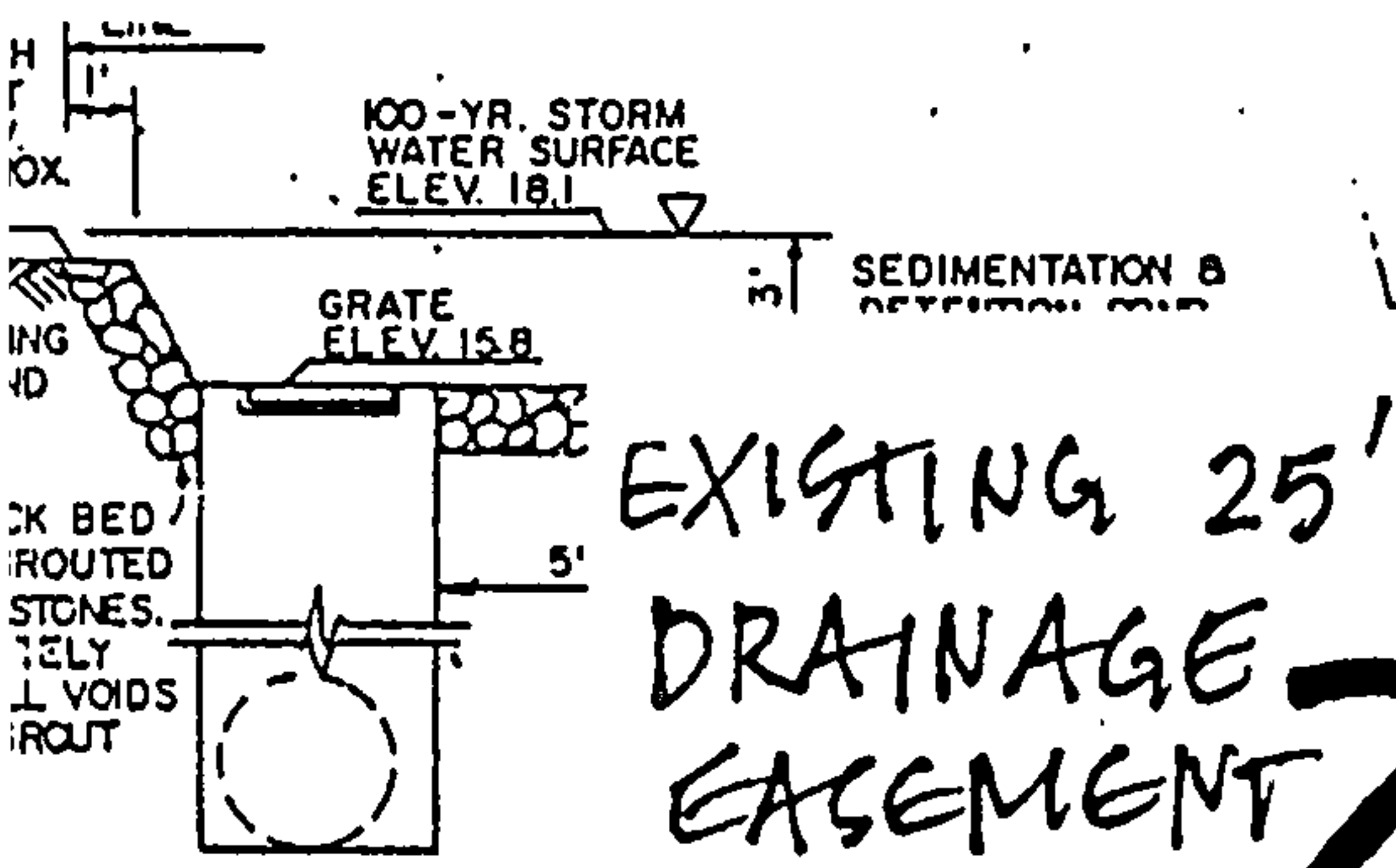
7285

600 2nd St., NW
600 2nd St., NW ZONING
4th Floor TRAFFIC
600 2nd St., NW ENGINEER
5' 10' UTILITIES
4th Floor ENGINEER
City Hall
3rd Floor DESIGN
City/County Bldg. ENGINEER

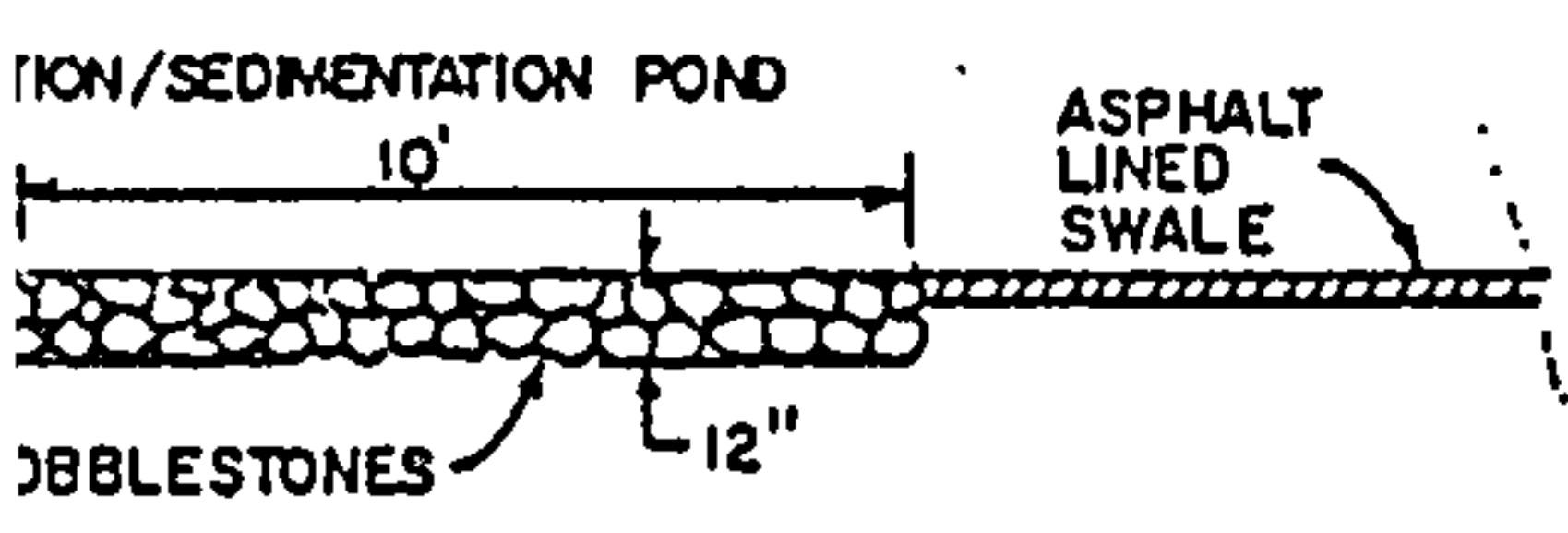
APPROVED
DATE AREA OF
GROUTED
COBBLESTONE
WAY
8/20/90
8/20/90
9-5-90
9/6/90
NORTH
PROPERTY
LINE

SKETCH

EXHIBIT "A"



SECTION D-D
NOT TO SCALE



SECTION E-E
NOT TO SCALE

INSTALL 6" GATE VALVE & FIRE HYDRANT W/ CONC. COLLAR PER COA STD. DTL. 2340
INSTALL TYPE "B" VALVE CAN
25' PRIVATE DRAINAGE EASEMENT
10' WIDE X 30' X BED OF 6" COB

CONTRACTOR SHALL COORDINATE INSTALLATION OF 6" PRIVATE UN-METERED FIRELINE. CITY FEES SHALL BE PAID BY CONTRACTOR

10' PUBLIC UTILITY EASEMENT

EDGE OF PAVEMENT

TRACT B-1-A, ALBUQUERQUE INDUSTRIAL PARK SITE

PAVED PARKING LOT.



MIDWAY

PLACE



NO SCALE