

City of Albu, erque P.O. BOX 1293 ALBUQUERQUE, NEW-MEXICO 87103

February 29, 1996

Stephen Crawford, PE Crawford Dev. Services PO Box 1573 Los Lunas, NM 87031

RE:

GRADING & DRAINAGE PLAN FOR NORTH TOWNE PLAZA (E19/D15)
RECEIVED FEBRUARY 15, 1996 FOR GRADING/PAVING & S.O.19
ENGINEER'S STAMP DATED 1-30-96

Dear Mr. Crawford:

Based on the information included in the submittal referenced above and the supplemental calculations received February 29, 1996; City Hydrology approves a Grading/Paving permit & S.O.19 for this project.

A separate permit is required for construction of private drainage facilities within the City right of way. A copy of this letter must be on hand when applying for the excavation permit.

Engineer's Certification of grading & drainage per DPM checklist is required for this project. Include the revised 18" PVC Outlet detail and a copy of the "green tag" for the S.O.19 in the Engineer's Certification.

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

Sincerely,

John P. Curtin, P.E.

Civil Engineer, Hydrology

c: Andrew Garcia

Arlene Portillo

Gary Wankum, Weingarten Realty, P.O. Box 924133, Houston TX 77292

Drainage Covenant, between Weingarten Realty Investors ("Owner"), whose address is P.O. Box 9241334, Houston, TX 77292 the City of Albuquerque, New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

Recital. Owner is the owner of certain real property described as: Tract A-1 and A-4 North Towne Plaza V 95C, F 234, Albuquerque, NM in Bernalillo County, New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain Drainage Facilities on the Property, and the parties wish to enter into this Agreement to establish the obligations and responsibilities of the parties.

Description and Construction of Drainage Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standards, plans and specifications approved by the City pursuant to Drainage File No. E19/D15 Rundown channel, 42" CMP, Detention, and outlet pipe

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

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

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

- 7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's repair or maintenance following notice to the Owner as required in this agreement or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City.
- 8. <u>Indemnification</u>. Owner agrees to indemnify and save the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
- 9. <u>Cancellation of Agreement and Release of Covenant</u>. This Agreement may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer, or his designee, and the approval of the City Hydrologist must be endorsed thereon.
- 10. Assessment. Nothing in this agreement shall be construed to relieve the Owner, his heirs, assigns, and successors from an assessment against Owner's Property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.
- 11. Notice. For purposes of given formal written notice to the Owner, Owner's address is:

P.O. Box	924133		
Houston,		77292	(0)
	0.00		

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

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

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

* × 6	OWNER: Weingarten Realty Investors By:
	7 Its: Executive Vice President Dated:
STATE OF Texas	
COUNTY OF Harris) ss)
of January . 199	instrument was acknowledged before me thin 3/5+ day day. 9_6_, [by name of person: Bill Robertson, Jr, r instance "president" or "owner": Executive Vice President arten Realty Investors
	Sharon Bill Notary Public
My Commission Expires: 9-24-98	SHARON BIEL NOTARY PUBLIC State of Texas
CITY OF ALBUQUERQUE:	Comm. Exp. 09-24-98
Approved:	•
Ву:	

(EXHIBIT A ATTACHED)

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

Title: Dated:

VELOCITY IN 18" PUC

Q= 7.28 IN TEN YEAR Flow

PER Kings HANDBOOK +Ab. 7-14 Q= K/N d8/3 5/2

$$7.28 = \frac{k'}{.01} 1.58/3 .01 1/2$$

K' = .247

NTO TABLE TO SOLVE FOR P/A

D/d = .52 DEPth=1.5 x 0.52 = 0.78

PER KINGS HAND BOOK TAB 7-4

A= CA d2

USE D/D IN TABLE SOIVE FOR CA CA=.413

A= .413 1.52

A= .929

V= Q/A = 7.28/,929 = 7.83 F/s

AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994
INPUT FILE = tendev.dat

RUN DATE (MON/DAY/YR) =02/15/1996
USER NO.= DAGGETTK.S94

	FROM	TO		PEAK	RUNOFF		TIME TO	CFS	PAGE =	. 1
HYDROGRAPE	ID	ID	AREA	DISCHARGE	VOLUME	RUNOFF	PEAK	PER		
COMMAND IDENTIFICATION	NO.	NO.	(SQ MI)	(CFS)	(AC-PT)	(INCHES)	(HOURS)	ACRE	NOTAT	ON
*S NORTHTO	WNE SHO	PPING CENT	TER 227-02-	-030						
*S PROPOSE	D DETEN	TION POND	BEHIND PAI	SITES						
START									TIME=	.00
RAINFALL TYPE= 2									RAIN24=	2.070
*S COMPUTE	HYDROG	RAPH BASI	N B-1							
COMPUTE NM HYD 101.00	-	1	.00659	14.06	.624	1.77617	1.499	3.335	PBR IMP=	100.00
*S	CC	MPUTE HYD	ROGRAPH BAS	SIN B-2						
COMPUTE NM HYD 102.00	-	2	.00213	4.23	.184	1.61990	1.499	3.100	PER IMP=	89.00
*S COMPUTE	HYDROG	RAPH BASI	N B-3				34			
COMPUTE NM HYD 103.00	-	3	.01696	35.24	1.555	1.71933	1.499	3.247	PER IMP=	96.00
*S	CC	MPUTE HYD	ROGRAPH BA	SIN B-4						
COMPUTE NM HYD 104.00	-	4	.00025	.54	.024	1.77631	1.499	3.371	PER IMP=	100.00
*S COMPUTE	HYDRO	GRAPH BASI	N B-5							
COMPUTE NM HYD 105.00	-	5	.00103	2.06	.090	1.63413	1.499	3.131	PER IMP=	90.00
*S	CC	OMPUTE HYD	ROGRAPH BA	SIN B-6a						
COMPUTE NM HYD 106.10	_	6	.00047	.62	.017	.66339	1.499	2.070	PER IMP=	5.00
*S	C	OMPUTE HYD	ROGRAPH BA	SIN B-6b						
COMPUTE NM HYD 106.20	-	7	.00174	3.48	.152	1.63411	1.499	3.124	PER IMP=	90.00
*S	AI	DD HYDROGR	APHS 101.0	0 & 103.00 (BA	SINS B-1 & B	3-3)				
ADD HYD 107.13	1& 3	8	.02355	49.30	2.179	1.73524	1.499	3.271		
*S	AI	DD HYDROGR	APHS 107.1	3 & 105.00 (BA	SINS B-1,B-3	& B-5)				
ADD HYD 108.2	54.8	9	.02458	51.37	2.269	1.73100	1.499	3.265	5	
* S	AI	DD HYDROGR	APHS 108.2	3 & 106.10 (B-	1,B-3,B-5 &B	3-6a)				
ADD HYD 109.10	6& 9	10	.02505	51.99	2.285	1.71063	1.499	3.243		
*S	R	OUTE HYDRO	GRAPH 109.	16 THROUGH PON	D					
ROUTE RESERVOIR 110.00	10	11	.02505	7.29	2.248	1.68239	2.131	.454	AC-FT=	1.334
FINISH										
FINISH		*								

		D = 6 ± "
		000
DEPTHGUESS (FT):	(0.53)	0.53
DEPTHGIVEN (FT):		
FLOW RATECALCULATED (CFS):	0.00	(7.34) Q > 7.29 cfs
FLOW RATEGIVEN (CFS):		0 / 1.2/6/3
MANNING'S "n" VALUE:	0.015 .	
BED SLOPE (FT/FT):	0.0200	
BOTTOM WIDTH (FT):	2.00	
SIDESLOPE #1 (HORZ:VERT):	0.00	
SIDESLOPE #2 (HORZ:VERT):	0.00	
CROWNNEG. FOR INVERTED (FT):	0.00	*
OUTPUT		
CROSS SECT. AREA (SF):	1.06	
TOP WIDTH (FT):	2.00	
WETTED PERIMETER (FT):	3.06	
HYDRAULIC RADIUS (FT):	0.35	
VELOCITY (FPS):	6.93	
FROUDE NUMBER:	1.68	
	8	
		2 2

SIDE WALK CULVERT

7.03

1.51

0.67 0.67 DEPTH--GUESS (FT): DEPTH--GIVEN (FT): 7.06 FLOW RATE -- CALCULATED (CFS): (7.06 FLOW RATE--GIVEN (CFS): MANNING'S "n" VALUE: 0.015 BED SLOPE (FT/FT): 0.0200 BOTTOM WIDTH (FT): 1.50 SIDESLOPE #1 (HORZ:VERT): 0.00 0.00 SIDESLOPE #2 (HORZ:VERT): CROWN--NEG. FOR INVERTED (FT): 0.00 *OUTPUT* CROSS SECT. AREA (SF): 1.01 1.50 TOP WIDTH (FT): WETTED PERIMETER (FT): 2.84 HYDRAULIC RADIUS (FT): 0.35

VELOCITY (FPS): FROUDE NUMBER:

Vse 24"



TRAPEZOIDAL CHANNEL ANALYSIS RATING CURVE COMPUTATION

January 29, 1996 North Towne Plaza 24" Sidewalk Culvert

DDOGDAM TA	יחת בי הדותו	7					
PROGRAM IN		A:					VALUE
Channel Bottom Slope (feet per foot)							
========	======				=======	=======	
	v Rate V						Top Width (ft)
0.1 0.15 0.2 0.3 0.3 0.3 5 0.4 0.45	0.6 1.1 1.7 2.4 3.2 4.0 4.9 5.8	2.83 3.60 4.24 4.79 5.27 5.70 6.08 6.42	1.579 1.640 1.672 1.689 1.696 1.697 1.693 1.687	0.125 0.202 0.280 0.356 0.431 0.504 0.574 0.640 0.704	0.225 0.352 0.480 0.606 0.731 0.854 0.974	0.3 0.4 0.5 0.6 0.7 0.8 0.9	2.0 2.0 2.0 2.0 2.0 2.0 2.0 2.0

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.3 (c) 1986 Dodson & Associates, Inc., 5629 FM 1960 W., #314, Houston, TX 77069 (713) 440-3787. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS RATING CURVE COMPUTATION

January 29, 1996 North Towne Plaza Sidewalk Culvert 18" Width

PROGRAM INPUT	T DATA:					VALUE	
Channel Bottom Slope (feet per foot)							
=========	========		=======	=======	=======	=======	
PROGRAM RESUL Depth Flow Ra (ft) (ci	ate Velocity						
0.1 0.15 0.2 0.3 0.3 0.3 0.4 0.45 0.5	0.4 2.78 0.8 3.50 1.2 4.09 1.7 4.59 2.3 5.02 2.8 5.39 3.4 5.72 4.1 6.01	1.594 1.613 1.618 1.614 1.606 1.594 1.580 1.565	0.120 0.190	0.220 0.340 0.460 0.577 0.691 0.801 0.908 1.012	0.1 0.2 0.3 0.4 0.4 0.5 0.6 0.7	1.5 1.5 1.5 1.5 1.5	

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.3 (c) 1986 Dodson & Associates, Inc., 5629 FM 1960 W., #314, Houston, TX 77069 (713) 440-3787. A manual with equations & flow chart is available.

CIRCULAR CHANNEL ANALYSIS RATING CURVE COMPUTATION

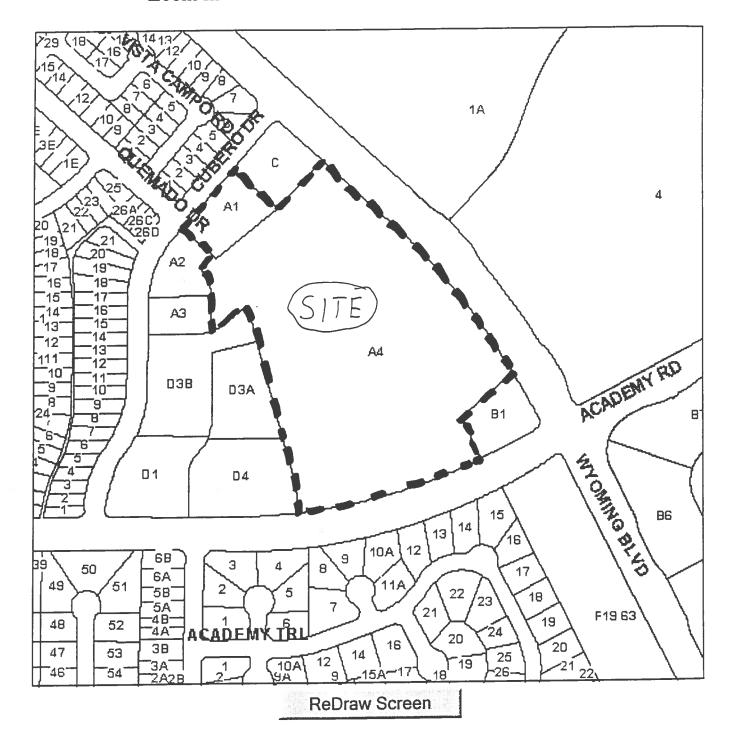
January 29, 1996 North Towne Plaza Pond Outlet Line Upper Reach

PROGRAM INPUT DATA: DESCRIPTION VALUE									
Channel Bottom Slope (feet per foot)									
=======	=======	======	======	=======	======	=======	=======		
Depth Fl	(cfs)		Number				Top Width (ft)		
0.2 0.3 0.4 0.5	0.1 0.3 0.8 1.3 2.1 2.9	1.51 2.35 3.01 3.55 4.02	1.025 1.117 1.157 1.172 1.172 1.159	0.086 0.140 0.196 0.250 0.302	0.286 0.440 0.596 0.750 0.902	0.52 0.66	1.02 1.20 1.33 1.41 1.47		
0.8	4.8	5.02 5.24	1.105 1.064	0.391 0.427	1.191 1.327	0.96 1.11	1.50 1.47		
1.1 1.2 1.3	7.7 8.4	5.52 5.57	0.951	0.473 0.482	1.573 1.682	1.39 1.52	1.33 1.20		
	9.3 8.7			0.455	1.855	1.72	0.75		

CIRCULAR CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.5 (c) 1986 Dodson & Associates, Inc., 5629 FM 1960 W., #314, Houston, TX 77069 (713) 440-3787. A complete program manual is available.

Activate By 'Clicking' on the Map

C Zoom In C Id Address C Id ZM © Pan C Zoom Out



1999 AIR PHOTO (Metro Area Coverage)

GRID E-19