CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

March 26, 2007

Arnell Friedt, P.E.
6001 Indian School NE, Ste. 350
Albuquerque, NM 87110-4140

Re: Certification Submittal for Final Building Certificate of Occupancy for Administration Bldg for Water Treatment Plant Project, [F-16 / D14A]
6000 Alexander NE
Engineer's Stamp Dated 03/22/07

Dear Mr. Friedt:

The TCL / Letter of Certification submitted on March 23, 2007 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Sincerely,

Nilo E. Salgado-Fernandez, P.E.
Senior Traffic Engineer
Development and Building Services
Planning Department

c: Engineer
Hydrology file
CO Clerk

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

CH2M HILL
6001 Indian School Road NE
Suite 350
Albuquerque, NM 87110-4140
Tel 505.884.5600
Fax 505.883.7507

CH2MHILL

March 22, 2007

City of Albuquerque
Building Safety Division
Transportation Development
600 Second Street N.W.
Albuquerque, NM 87102

Ref: Albuquerque Water Treatment Plant Project
Administration/Maintenance Building - Permit Number 0413126

Subject: Asphalt Paving around the Administration/Maintenance Building

Dear Sir or Madam:

I, Arnell Friedt, NMPE No. 17864, of the firm CH2M HILL Inc., hereby certify that this project is in substantial compliance with and in accordance with the design intent of the DRB approved plan dated Feb. 19, 2004. The asbuilt information attached has been obtained by Joseph M. Solomon, Jr., NMPS No. 15075 of the firm Jeff Mortensen & Associates, Inc. I further certify that I have personally visited the project site on March 5, 2007 and have determined by visual inspection that the survey data provided is representative of actual site conditions and is true and correct to the best of my knowledge and belief. This certification is submitted in support of a request for Certificate of Occupancy (Permanent).

The exceptions to the DRB approved plan are as follows:

The asphalt installed to date includes parking, roadway, and turn-around to the rear of the Administration/Maintenance Building. A portion of the main entrance roadway is complete; a section of temporary pavement has been place to connect the main entrance roadway and the completed asphalt to the rear of the Building. All other asphalt will be placed and included in a separate Building - Permit for the rest of the Water Treatment Plant at a later date.

The record information presented hereon is not necessarily complete and intended only to verify substantial compliance of the traffic aspects of this project. Those relying on the record document are advised to obtain independent verification of its accuracy before using it for any other purpose.

Sincerely,

Arnell Friedt, P.E.
CH2M HILL

3/22/07

ARNELL M. FRIEDT
NEW MEXICO
17864
PROFESSIONAL ENGINEER

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CITY OF ALBUQUERQUE

April 17, 2007

Arnell Friedt, P.E.
CH2M Hill, Inc.
6001 Indian School Rd. NE Ste. 350
Albuquerque, NM 87110

Re: COA Water Treatment Plant Admin. Building, 6000 Alexander Blvd. NE, Approval of Permanent Certificate of Occupancy (C.O.),

Engineer's Stamp dated 02/19/04 (F-16/D014A)

Certification dated 4/10/07

Based upon the information provided in your submittal received 4/17/07, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

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

Sincerely,

Timothy Sims
Plan Checker - Hydrology
Development and Building Services

C: CO Clerk-Katrina Sigala
File

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 12/05)

PROJECT TITLE: COA Water Treatement Plant
DRB #: 04DRB-01330 SBP EPC#:1003170

ZONE MAP/DRG. FILE #:F16 / D19 K
WORK ORDER#:_____

LEGAL DESCRIPTION: 161.84 acres unplatted tract in Elena Gallegos Grant, Sec 27 &34, T11N, R3E, West of Chappel Dr, North of Mission Rd, N.E.
CITY ADDRESS:6000 Alexander Blvd. NE

ENGINEERING FIRM: CH2M HILL Inc.
ADDRESS: 6001 Indian School Rd Ne Suite 350
CITY, STATE: Albuquerque, NM

CONTACT: Arnell Friedt
PHONE: 505-884-5600
ZIP CODE: 87110

OWNER: Albuquerque Bernalillo County Water Utility Authority
ADDRESS: PO Box 1293
CITY, STATE: Albuquerque, NM

CONTACT: John Stomp
PHONE: 505-768-3631
ZIP CODE: 87103

ARCHITECT: Van Gilbert Architects
ADDRESS: 2428 Baylor Dr. SE
CITY, STATE: Albuquerque, NM

CONTACT: Van Gilbert
PHONE: 505-247-9955
ZIP CODE: 87106

SURVEYOR: Jeff Mortensen & Associates
ADDRESS: 6010-B Midway Park Blvd. NE
CITY, STATE: Albuquerque, NM

CONTACT: Joseph M. Solomon, Jr.
PHONE: 505-375-4250
ZIP CODE: 87109

CONTRACTOR: PLC/Triad Joint Venture
ADDRESS: 6000 Alexander Blvd. NE
CITY, STATE: Albuquerque, NM

CONTACT: Art Peterson
PHONE: 505-341-6622
ZIP CODE: 87107

CHECK TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☒ ENGINEER'S CERT (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT
- ☐ ENGINEER/ARCHITECT CERT (TCL)
- ☐ ENGINEER/ARCHITECT CERT (DRB S.P.)
- ☐ ENGINEER/ARCHITECT CERT (AA)
- ☐ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

RECEIVED
APR 17 2007
HYDROLOGY SECTION

SUBMITTED BY: Arnell Friedt

DATE: 4/4/2007

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan**: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.

2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

3. **Drainage Report**: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

CITY OF ALBUQUERQUE

April 22, 2009

Arnell Friedt, P.E.
CH2M Hill Inc.
4041 Jefferson Plaza NE, Suite 200
Albuquerque, NM 87110

Re: Water Treatment Plant, 6000 Alexander Blvd NE
Permanent Certificate of Occupancy - Approved
Engineer's Stamp dated 8/17/04 (F16/D014A)
Certification dated 12-17-08

Based upon the plans received 4-22-09, the site visit 1-14-08, and the Engineer Certification dated 12-17-08, the site is approved for release of Permanent Certificate of Occupancy by Hydrology.

If you have any questions, you can contact me at 924-3695.

Sincerely,

Curtis A. Cherne, P.E.
Senior Engineer
Development and Building Services

C: CO Clerk
File

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

CH2M HILL
4041 Jefferson Plaza NE
Suite 200
Albuquerque, NM 87109
Tel 505.884.5600
Fax 505.883.7507

CH2MHILL

December 17, 2008

City of Albuquerque
Planning Department
Hydrology Section
600 Second Street N.W.
Albuquerque, NM 87102

Ref: Albuquerque Water Treatment Plant Project

Subject: Albuquerque Water Treatment Plant Project
Engineer's Hydrology Certification for Permanent Certificate of Occupancy

Dear Sir or Madam:

I, Arnell Friedt, NMPE No. 17864, of the firm CH2M HILL Inc., hereby certify that this project has been graded and will drain in substantial compliance with and in accordance with the design intent of the DRB approved plan dated Feb, 19, 2004. The asbuilt information attached has been obtained by Charles D. Cala, Jr., NMPS 11184 of the firm High Mesa Consulting Group. I further certify that I have personally visited the project site on December 12, 2008 and have determined by visual inspection that the survey data provided is representative of actual site conditions and is true and correct to the best of my knowledge and belief. This certification is submitted in support of a request for Certificate of Occupancy (Permanent).

The exceptions to the DRB approved plan are as follows:

The grading in the immediate area to the north, east, and west of the Administration Building including the parking, roadway, and turn-around to the rear of the Administration Building and a portion of the main entrance roadway was completed in 2007. A Drainage Certification was completed at that time for the area noted above and a Certificate of Occupancy (Permanent) was obtained for the Administration Building.

The record information presented hereon is not necessarily complete and intended only to verify substantial compliance of the grading and drainage aspects of this project. Those relying on the record document are advised to obtain independent verification of its accuracy before using it for any other purpose.

Sincerely,

ARNELL M. FRIEDT
NEW MEXICO
17864
PROFESSIONAL ENGINEER

Arnell Friedt, P.E.
CH2M HILL

12/17/08

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CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

January 13, 2009

Arnell M. Friedt, P.E.
4041 Jefferson Plaza NE, Ste. 200
Albuquerque, NM 87109

Re: Certification Submittal for Final Building Certificate of Occupancy for Albuquerque Water Treament Plant Project, [F-16 / D014A]
6000 Alexander Blvd NE
Engineer's Stamp Dated 01/12/09

Dear Mr. Friedt:

The TCL / Letter of Certification submitted on January 13, 2009 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Sincerely,

Nilo E. Salgado-Fernandez, P.E.
Senior Traffic Engineer
Development and Building Services
Planning Department

c: Engineer
Hydrology file
CO Clerk

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 12/05)

F-16/D014A

PROJECT TITLE: COA Water Treatment Plant
DRB #: 04DRB-01330 SBP EPC#:1003170

ZONE MAP/DRG. FILE #: ~~F&F16~~
WORK ORDER#:_____

LEGAL DESCRIPTION: 161.84 acres unplatted tract in Elena Gallegos Grant, Sec 27 & 34, T11N, R3E, West of Chappel Dr. North of Mission Rd, N.E.
CITY ADDRESS:6000 Alexander Blvd. NE

ENGINEERING FIRM: CH2M HILL Inc.
ADDRESS: 4041 Jefferson Plaza NE Suite 200
CITY, STATE: Albuquerque, NM

CONTACT: Arnell Friedt
PHONE: 505-855-5228
ZIP CODE: 87110

OWNER: Albuquerque Bernalillo County Water Utility Authority
ADDRESS: PO Box 1293
CITY, STATE: Albuquerque, NM

CONTACT: John Stomp
PHONE: 505-768-3631
ZIP CODE: 87106

ARCHITECT: CH2M HILL Inc.
ADDRESS: 2300 North West Walnut Blvd.
CITY, STATE: Corvallis, OR

CONTACT: Steve Payne
PHONE: 541-758-0235
ZIP CODE: 97330

SURVEYOR: High Mesa Consulting Group
ADDRESS: 6010-B Midway Park Blvd. NE
CITY, STATE: Albuquerque, NM

CONTACT: Charles G. Cala, Jr.
PHONE: 50-345-4250
ZIP CODE: 87109

CONTRACTOR: PLC/Triad Joint Venture
ADDRESS: 6000 Alexander Blvd. NE
CITY, STATE: Albuquerque, NM

CONTACT: Jim Atkins
PHONE: 505-239-6471
ZIP CODE: 87107

CHECK TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERT (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT
- ☒ ENGINEER/ARCHITECT CERT (TCL)
- ☐ ENGINEER/ARCHITECT CERT (DRB S.P.)
- ☐ ENGINEER/ARCHITECT CERT (AA)
- ☐ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE OF OCCUPANCY (TEMP.)
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☐ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

RECEIVED
JAN 13 2009
HYDROLOGY SECTION

SUBMITTED BY:Arnell Friedt DATE:1/12/09

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature , location and scope ot the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.

2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

CH2M HILL
4041 Jefferson Plaza NE
Suite 200
Albuquerque, NM 87109
Tel 505.884.5600
Fax 505.883.7507

CH2MHILL

January 12, 2009

City of Albuquerque
Planning Department
Hydrology Section
600 Second Street N.W.
Albuquerque, NM 87102

Ref: Albuquerque Water Treatment Plant Project

Subject: Albuquerque Water Treatment Plant Project
Engineer's Traffic Certification for Permanent Certificate of Occupancy

Dear Sir or Madam:

I, Arnell Friedt, NMPE No. 17864, of the firm CH2M HILL Inc., hereby certify that this project is in substantial compliance with and in accordance with the design intent of the DRB approved plan dated Feb, 19, 2004. The asbuilt information has been obtained by Charles D. Cala, Jr., NMPS 11184 of the firm High Mesa Consulting Group. I further certify that I have personally visited the project site on December 12, 2008 and have determined by visual inspection that the survey data provided is representative of actual site conditions and is true and correct to the best of my knowledge and belief. This certification is submitted in support of a request for Certificate of Occupancy (Permanent).

The exceptions to the DRB approved plan are as follows:

The immediate area to the north, east, and west of the Administration Building including the parking, roadway, and turn-around to the rear of the Administration Building and a portion of the main entrance roadway was completed in 2007. A Traffic Certification was completed at that time for the area noted above and a Certificate of Occupancy (Permanent) was obtained for the Administration Building.

The record information presented hereon is not necessarily complete and intended only to verify substantial compliance of the traffic aspects of this project. Those relying on the record document are advised to obtain independent verification of its accuracy before using it for any other purpose.

Sincerely,

ARNELL M. FRIEDT
NEW MEXICO
17864
PROFESSIONAL ENGINEER

1/12/09

Arnell Friedt, P.E.
CH2M HILL

RECEIVED
JAN 13 2009
HYDROLOGY SECTION

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CH2MHILL TRANSMITTAL

To: City Of Albuquerque **From:** Arnell Friedt

Attn: Nilo E. Salgado-Fernandez, P.E. **Date:** January 13, 2009

Re: COA Water Treatment Plant Certificate of Occupancy (Perm.)

We Are Sending You:		Method of shipment:	
XX	Attached	Under separate cover via	
	Shop Drawings	Documents	Tracings
	Prints	Specifications	Catalogs
	Copy of letter	Other:	

Quantity	Description
1	Drainage Information Sheet (Requesting C.O. Perm.)
1	Letter in response to "Approval of Temporary Certificate of Occupancy (C.O.) for Albuquerque Water Treatment Plant Project, [F-14/D014A] 6000 Alexander Blvd. NE
1	Letter of certification on letterhead – stamped with seal, signed, and dated
1	Signed off D.R.B. cover sheet and site plan

If the material received is not as listed, please notify us at once.

Remarks: This is additional information to accompany the request for Permanent C.O. submitted in December 2008 for the COA Water Treatment Plant.

Copy To: File

RECEIVED
JAN 13 2009
HYDROLOGY SECTION

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CH2M HILL
4041 Jefferson Plaza NE
Suite 200
Albuquerque, NM 87109
Tel 505.884.5600
Fax 505.883.7507

CH2MHILL

January 12, 2009

City of Albuquerque
Planning Department
Hydrology Section
600 Second Street N.W.
Albuquerque, NM 87102

Ref: Approval of Temporary Certificate of Occupancy (C.O.) for Albuquerque Water Treatment Plant Project, [F-14/D014A]
6000 Alexander Blvd. NE
Engineer's Stamp Dated 12/17/08

Subject: Albuquerque Water Treatment Plant Project
Engineer's Traffic Certification for Permanent Certificate of Occupancy

Dear Nilo:

In response to your letter dated December 26, 2008 I am submitting the following additional information for consideration of a Permanent Certificate of Occupancy.

- Signed off D.R.B. cover sheet and site plan
- A letter of certification on letterhead – stamped with seal, signed, and dated
- Completed Drainage Information Sheet

Sincerely,

Arnell Friedt, P.E.
CH2M HILL

RECEIVED
JAN 13 2009
HYDROLOGY
SECTION

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City of Albuquerque
P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

April 12, 2004

Mike Brewer, PE
CH2M Hill, Inc.
6001 Indian School NE, Ste 350
Albuquerque, NM 87110

Re: CoA Water Treatment Plant Drainage Report
Engineer's Stamp dated 1-27-04 (F16/D14A)

Dear Mr. Brewer,

Based upon the information provided in your submittal dated 2-2-04, the above referenced report is approved for Work Order. Any comments can be addressed at DRC. AMAFCA must approve any construction into or adjoining their facilities.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Bradley L. Bingham, PE
Principal Engineer, Planning Dept.
Development and Building Services

C: file

THE CITY OF ALBUQUERQUE IS AN EQUAL OPPORTUNITY/REASONABLE ACCOMMODATION EMPLOYER

Phase I - COA Water Treatment Plant

BOHANNAN HUSTON
Courtyard One
7500 JEFFERSON NE
Albuquerque
NEW MEXICO 87109
voice 505.823.1000
fax 505.821.0892

DESCRIPTION

A certain tract of land situate within the south one-half (S1/2) of Section 27 and the north one-half (N1/2) of Section 34, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a westerly portion of unplatted land as described in Warranty Deed recorded in the office of the County Clerk of Bernalillo County, New Mexico on May 31, 1988 in Book D334A, Pages 337-339 as Document No. 8848578 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone NAD 1927) and ground distances as follows:

BEGINNING at a point on the northerly boundary line of said unplatted land, whence the Albuquerque City Survey (ACS) Monument "SC 27, 26, 34, 35, 1965" a Walsh and Co. brass cap set in concrete (having New Mexico State Plane Grid Coordinates, Central Zone NAD 1927) of X=394,315.98 and Y=1,508,335.30
bears S89°50'47"E, a distance of 2076.03 feet and from said point of beginning leaving said northerly boundary line and running thence along the easterly boundary line of the tract herein described,
S01°21'51"W, a distance of 1190.33 feet to a point; thence,
N88°36'09"W, a distance of 200.23 feet to a point; thence,
S02°05'38"W, a distance of 577.50 feet to a point on the southerly boundary line of said unplatted land and also being a point on the northerly right-of-way line of Mission Avenue NE, thence running along the southerly boundary line of said unplatted land and also along said right-of-way line,
N87°54'22"W, a distance of 1154.49 feet to the southwest corner of said unplatted land, thence leaving said right-of-way line and running thence along the westerly boundary line of said unplatted land,
N18°26'50"E, a distance of 6.87 feet to a point; thence,
N10°42'25"E, a distance of 658.90 feet to a point; thence,
N79°12'22"W, a distance of 437.60 feet to a point; thence,
N11°54'46"E, a distance of 150.00 feet to a point; thence,
N79°12'22"W, a distance of 200.00 feet to a point; thence,
N11°54'46"E, a distance of 375.71 feet to a point on the southerly right-of-way line of Vineyard Road NE, thence running along said southerly right-of-way line,
S79°01'34"E, a distance of 25.18 feet to point on the easterly right-of-way line of Tokay Street NE, thence running along the said easterly right-of-way line,
N08°49'04"E, a distance of 836.57 feet to a point; thence,
N21°10'40"E, a distance of 988.21 feet to the northwest corner of said unplatted land, thence leaving said right-of-way line and running thence along the
northerly boundary line of said unplatted land,
S81°22"27"E, a distance of 864.17 feet to a point; thence,
S00°02'22"W, a distance of 1180.28 feet to a point; thence,
S89°50'47"E, a distance of 433.00 feet to the point and place of beginning.

Tract contains 91.8369 acres, more or less.

A. Dwain Weaver
N.M.P.S. No. 6544

Date: December 6, 2001

A. DWAIN WEAVER
NEW MEXICO
6544
REGISTERED PROFESSIONAL SURVEYOR

Future Phases – COA Water Treatment Plant

BOHANNAN HUSTON
Courtyard One
7500 JEFFERSON NE
Albuquerque
NEW MEXICO 87109
voice 505.823.1000
fax 505.821.0892

DESCRIPTION

A certain tract of land situate within the Elena Gallegos Grant, in the northeast one-quarter (NE 1/4) of projected Section 34, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a southerly portion of unplatted land as described in Warranty Deed recorded in the office of the County Clerk of Bernalillo County, New Mexico on May 31, 1988 in Book D334A, Pages 337-339 as Document No. 8848578 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone NAD 1927) and ground distances as follows:

BEGINNING at the northeast corner of the tract herein described, whence the Albuquerque City Survey (ACS) Monument
"SC 27, 26, 34, 35, 1965" a Walsh and Co. brass cap set in concrete (having New Mexico State Plane Grid Coordinates, Central Zone NAD 1927) of X=394,315.98 and Y=1,508,335.30 bears S89^50'47"E, a distance of 1640.83 feet and from said point of beginning running thence along the easterly boundary line of the tract herein described,
S02°05'38"W, a distance of 1784.91 feet to the southeast corner of the tract herein described, a point on the northerly right-of-way line of Mission Avenue NE, thence running along the southerly boundary line of the tract herein described and also along said right-of-way line,
N87°54'22"W, a distance of 620.01 feet to the southwest corner of the tract herein described, thence leaving said right-of-way line and running thence along the westerly boundary line of the tract herein described,
N02°05'38"E, a distance of 577.50 feet to a point; thence,
S88°36'09"E, a distance of 200.23 feet to a point; thence,
N01°21'51"E, a distance of 1190.33 feet to the northwest corner of the tract herein described, thence running along the northerly boundary line of the tract herein described,
S89°50'47"E, a distance of 435.20 feet to the point and place of beginning.

Tract contains 20.0000 acres, more or less.

A. Dwain Weaver
N.M.P.S. No. 6544

Date: August 23, 2001

A. DWAIN WEAVER
NEW MEXICO
6544
REGISTERED PROFESSIONAL SURVEYOR

Future Phases - COA Water Treatment Plant

BOHANNAN HUSTON
Courtyard One
7500 JEFFERSON NE
Albuquerque
NEW MEXICO 87109
voice 505.823.1000
fax 505.821.0892

DESCRIPTION

A certain tract of land situate within the Elena Gallegos Grant, in the northeast one-quarter (NE ¼) of projected Section 34, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a southeasterly portion of unplatted land as described in Warranty Deed recorded in the office of the County Clerk of Bernalillo County, New Mexico on May 31, 1988 in Book D334A, Pages 337-339 as Document No. 8848578 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone NAD 1927) and ground distances as follows:

BEGINNING at the northeast corner of the tract herein described, a point on the westerly right-of-way line of Chappell Drive NE, whence the Albuquerque City Survey (ACS) Monument "SC 27, 26, 34, 35, 1965" a Walsh and Co. brass cap set in concrete (having New Mexico State Plane Grid Coordinates, Central Zone NAD 1927) of X=394,315.98 and Y=1,508,335.30 bears S89°50'47"E, a distance of 466.08 feet and from said point of beginning running thence along the easterly boundary of the tract herein described and also along said right-of-way line,
S00°00"23"W, a distance of 1591.10 feet to a point; thence,
S02°53'50"W, a distance of 200.15 feet to a point of curvature; thence,
54.49 feet along the arc of a curve to the right having a radius of 35.00 feet and a chord which bears S47°29'44"W, a distance of 49.15 feet to a point of tangency on the southerly boundary line of the tract herein described, also being a point on the northerly right-of-way line of Mission Avenue NE, thence running along the southerly boundary line of the tract herein described and also along said right-of-way line,
N87°54'22"W, a distance of 1194.23 to the southwest corner of the tract herein described, thence leaving said right-of-way line and running thence along the westerly boundary line of the tract herein described,
N02°05'38"E, a distance of 1784.91 feet to the northwest corner of the tract herein described, thence running along the northerly boundary line of the tract herein described,
S89°50'47"E, a distance of 1174.75 feet to the point and place of beginning.

Tract contains 50.0000 acres, more or less.

A. Dwain Weaver
N.M.P.S. 6544
Date: August 23, 2001

A. DWAIN WEAVER
NEW MEXICO
6544
REGISTERED PROFESSIONAL SURVEYOR

City of Albuquerque Water Treatment Plant—Uniform Property Code Numbers

The previous three parcel descriptions by metes and bounds (purchased by the City of Albuquerque) encompass the following Uniform Property Code Numbers:

1) **101606130542710153CA**

2) **101606221206030708CA**

3) **101606114044320543**

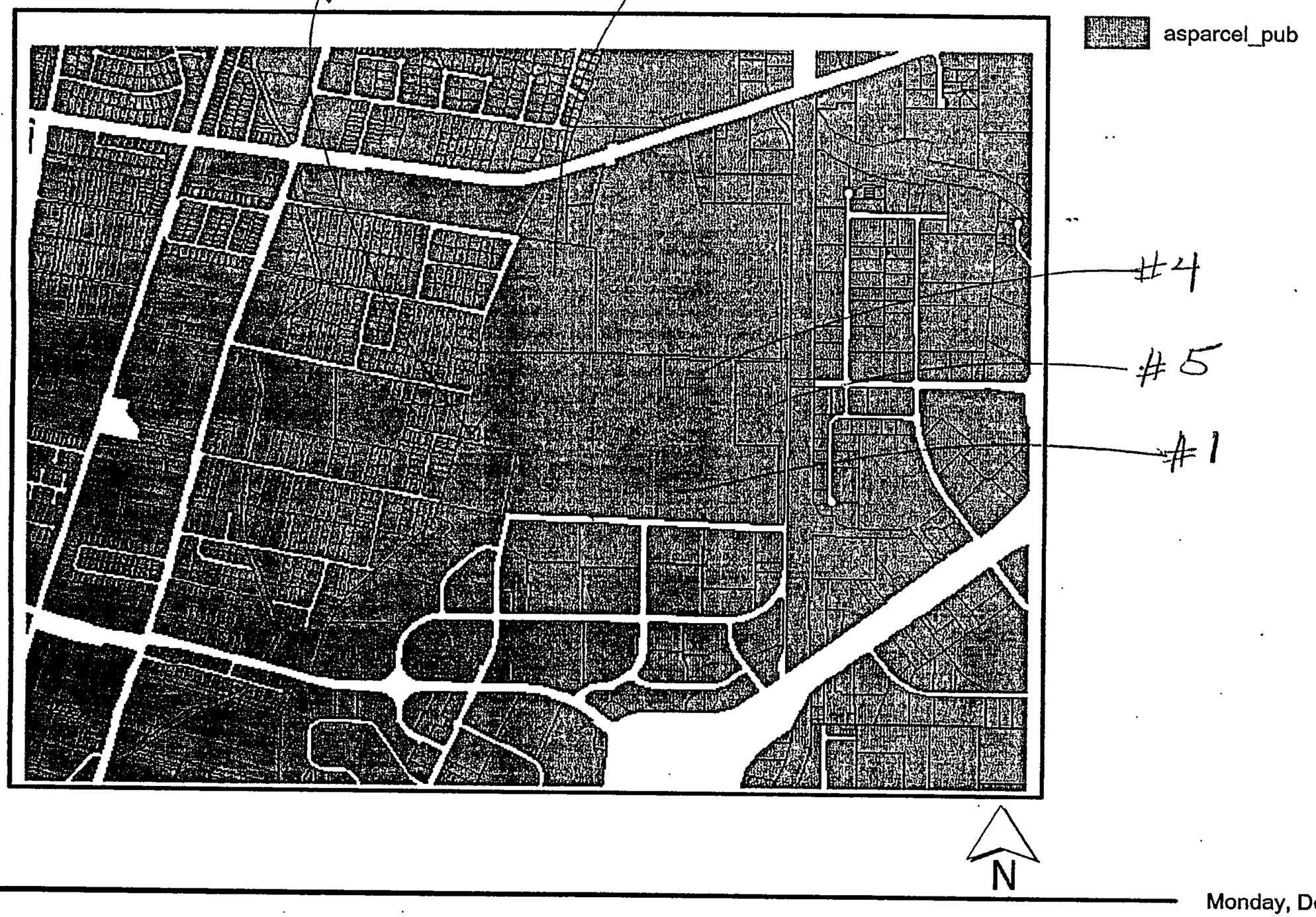
4) **101606137051410114**

5) **101606145747910112**

Con Water Treatment Site
Plant

ESRI ArcExplorer 2.0

Map Title



asparcel_pub

Monday, Dec 29 2003

Final Report

City of Albuquerque Water Treatment Plant, Grading and Drainage Report

Prepared for

City of Albuquerque
Public Works Department

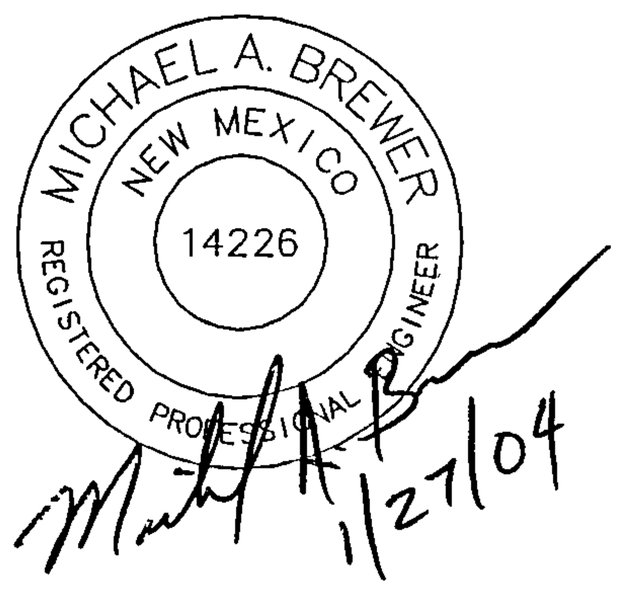
January 2004

CH2MHILL
6001 Indian School Road, NE, Suite 350
Albuquerque, New Mexico 87110-4140
(505)884-5600 Fax (505)883-7507

CITY OF ALBUQUERQUE
BERNALILLO COUNTY

CITY OF ALBUQUERQUE
WATER TREATMENT PLANT

GRADING AND DRAINAGE REPORT



Background

The Albuquerque Water Resources Strategy Implementation project is part of the City of Albuquerque's ongoing efforts to achieve a safe and sustainable water supply. This project constitutes the implementation phase of the Water Resources Plan adopted by the City of Albuquerque in 1997. One of the primary elements of this plan is to construct and operate diversion, treatment, and transmission facilities to provide the City's San Juan-Chama water throughout the potable water service area. The use of treated San Juan-Chama water will greatly reduce the City's reliance on deep aquifer ground water, which is currently being used at a greater rate than is being replenished.

Purpose

The purpose of this report is to analyze the grading, drainage, and site improvements of the City of Albuquerque Water Treatment Plant for surface water. The site of the proposed Water Treatment Plant is located on the formerly owned CALMAT Company gravel mine. The property is located west of the North Diversion Channel, north of Mission Avenue, east

of Tokay Street, and south of existing lots that border Osuna Road, as shown on the City of *Albuquerque Zone Atlas* pages E-16 and F-16 (Attachments A and B).

Existing Site Conditions

The existing site encompasses about 162 acres and is zoned SU-1 for sand and gravel extraction and related activities. Existing site topography is relatively flat, with elevations generally ranging from 5030 to 5045. There are isolated low spots as well as mounds of gravel and earth located around the site. A very large hole is on the far east part of the site. Also 5 to 15-foot-high berms are located along the south and west property lines. Currently all storm-water flows generated by onsite and offsite conditions flow to a sump area at the west of the property and is retained onsite. In general all storm-water flows from east to west across the site. Due to the nature of the gravel mining, there are numerous active sand and gravel extraction pits. The existing volume of runoff for any design storm cannot be accurately determined due to the constantly changing site conditions.

As shown in Attachment C (*Flood Insurance Rate Map*, No. 35001C0138 D, Panel 138 of 825, prepared by the Federal Emergency Management Agency, dated September 20, 1996), the site lies within a designated Zone X area, which are areas determined to be outside the 500-year floodplain.

According to the Soil Conservation Service, Bernalillo County Soil Survey, sheet 21 as shown in Attachment D, the site consists of the soil types as follows:

- BKD – Bluepoint-Kokan association, hilly. This mapping unit is about 50 percent Bluepoint loamy fine sand that has 5 to 15 percent slopes and 40 percent Kokan gravelly sand that has 15 to 40 percent slopes.
- Emb – Embudo gravelly fine sandy loam, 0 to 5 percent slopes.
- WeB – Wink-Embudo complex, 0 to 5 percent slopes. This mapping unit is about 65 percent a Wink fine sandy loam that has 1 to 5 percent slopes and 25 percent Embudo gravelly fine sandy loam, 0 to 5 percent slopes.

Offsite Generated Runoff

The site receives storm-water runoff from Mission Avenue, Culture Drive, Chappell Road Mission Hills Elementary School, and a small portion of the Renaissance Center. The runoff from Mission Hills Elementary School is conveyed onto the site via a 30-inch storm drain line. The runoff that is contributed by Mission Avenue, Culture Drive, Chappell Road, and Renaissance Center is conveyed by surface flow to a 48-inch storm drain line running perpendicular to Mission Avenue and then into the site.

There also are areas surrounding the site that do not contribute to storm-water runoff. The parcel of land directly to the north is another gravel mine operation and it currently retains all storm water onsite. The area to the west is downstream of the project area and all storm water is ultimately collected by the storm system in Edith Boulevard. A portion of Chappell Road storm-water flow is collected by the North Diversion Channel through multiple concrete rundowns.

Proposed Improvements

The City of Albuquerque Water Treatment Plant will only utilize 92 acres at the western part of the entire site. This portion of land is labeled as Project Location (A) in Attachments A and B. The portion of land labeled as Project Location (B) will be leased to CALMAT Company for the purpose of their mining operation. The portion of land labeled as Project Location (C) also will be leased to CALMAT Company for the purpose of their mining operation, and continuing use of there mining equipment and administration buildings. The lease agreement for this property is included as Attachment E.

The proposed improvements for the 92-acre site are shown in Attachment F, Dimensioned Site Plan & Utility Layout, and Attachment G, Preliminary Grading Plan. The facilities consist of 13 covered building structures, and 6 open storage ponds. Two of these ponds are settled water storage basins, one is used as a solids drying bed, and three are storm-water detention ponds. A public access will be constructed at the southwest side of the site near the intersection of Mission Avenue and Alexander Boulevard. The access road will lead to the public parking area in front of the administration building. An employee entrance will be constructed along the northeast edge of the property that will be accessed from Chappell Road. The employee entrance will lead to a system of roadways around building structures and the settled water storage basins within the treatment plant site.

The area around the administration building, public entrance, and the berms on the south and west edges of the site will be landscaped. The remainder of the site will be reclaimed by seeding with native grasses and gravel mulching.

The grading of the site, as shown on the Preliminary Grading Plan - Attachment G, will slightly raise the entire site with storm water flowing, as historical condition, generally from east to west. There will be a total of three storm-water detention ponds.

The first detention pond is the Vulcan Detention Pond with 3:1 side slopes and a volume of 10 acre-feet plus 2 feet of freeboard. The Vulcan Detention Pond is sized to detain the runoff from the 70-acre site leased to CALMAT Company. This is the CALMAT Basin, as referred to on the Grading and Drainage Proposed Basin Map in Attachment H. The City will continue to accept historical flow according to the lease agreement (see Attachment E). The 10-day volume of the runoff is 8.98 acre-feet, as shown in Attachment I. This storm water will be conveyed to the pond via a swale located on the easternmost edge of the 92-acre site. The swale will contain check dams to reduce any sediment transport and will direct the storm water to an inlet, with a sediment trap, at which point the water will be piped to the pond.

The second detention pond is the South Detention Pond with 3:1 side slopes and a volume of 5 acre-feet plus 2 feet of freeboard. This pond is sized to detain the runoff from Mission Avenue, Culture Drive, Chappell Road, and a small portion of the Renaissance Center. This is the Mission Avenue, Culture Drive, Chappell Road, and Renaissance Center Basin as referred to on the Grading and Drainage Proposed Basin Map in Attachment H. An existing Drainage Covenant is between the 162-acre site and Renaissance Center. This covenant allows Renaissance Center to discharge a total of 6.7 acre-feet per the 100-year design storm. After investigation of the drainage plans on file with the City of Albuquerque for adjacent properties of Renaissance center, it was determined that the actual runoff of the properties is significantly lower than the original assumptions used to

size the volume for the covenant. The 10-day volume of the runoff is 3.35 acre-feet for Renaissance Center and public roads, as shown in Attachment I. The storm water will be conveyed by surface flow to an existing 48-inch storm drain line running perpendicular to Mission Avenue. The 48-inch storm drain line will be extended to enter directly into the pond.

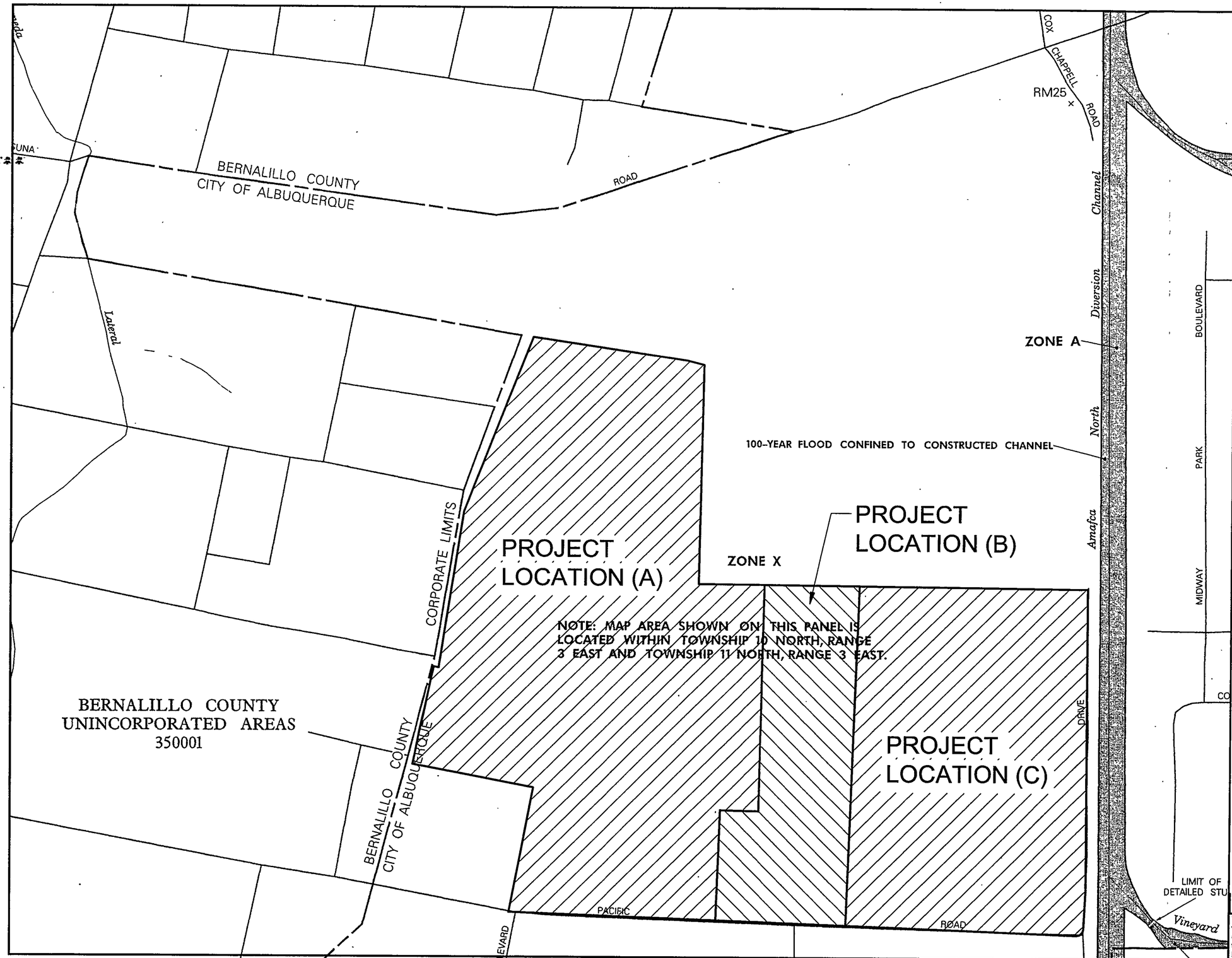
The third pond is the West Detention Pond with 3:1 side slopes and a volume of 10 acre-feet plus 2 feet of freeboard. This pond is sized to detain the 92-acre site runoff plus the site runoff from Mission Hills Elementary School. These basins are the Water Treatment Site Basin and the Mission Hills Elementary Basin as referred to on the Grading and Drainage Proposed Basin Map (see Attachment H. The drainage onsite generally drains from east to west. The central portion of the site, where the process buildings are located, will be graded to allow for proper hydraulic flow of the treatment plant process. This grading will allow storm water to surface flow from west to east to a collection point and then convey via a storm drain to the west detention pond. There also are two large areas that will not contribute to the site runoff, one being the settled water storage basins including the surrounding roadway and grit removal basins and the other being the solids drying beds. These areas are ponds that will trap all storm water that falls on them, and therefore will not contribute to the site runoff. The 10-day volume of the site runoff is 7.69 acre-feet, as shown in Attachment I. Mission Hills Elementary School has an existing Drainage Covenant with the 162-acre site. This covenant allows the school to discharge a total of 2 acre-feet per the 100-year design storm event. Assuming a fully developed school with a 50 percent impervious area, the 10-day volume of the runoff is 2.15 acre-feet, as shown in Attachment I. This storm-water runoff is conveyed to the 92-acre site through a 30-inch storm drain line that will be extended to the West Detention Pond. The total volume of storm water routed to this pond is 9.84 acre-feet.

Future Improvements

The three proposed detention ponds will be interconnected with storm drain lines with the initial building of the Water Treatment Plant. The Vulcan Detention Pond overflow and the South Detention Pond overflow will be connected to the West Detention Pond (see Attachment G). Future improvements to the site will include a storm-water pump station that will connect to an outlet structure in the West Detention Pond and pump storm water up to the Albuquerque Metropolitan Area Flood Control Authority (AMAFCA) North Diversion Channel to the east of the property.

Conclusions

The 92-acre site will continue to receive storm-water runoff from the leased 70 acres, Mission Avenue, Culture Drive, Chappell Road, Mission Hills Elementary School, and a small portion of the Renaissance Center. All other surrounding areas will be self contained, flow to the North Diversion Channel, or be intercepted by the storm-water system in Edith Boulevard.



APPROXIMATE SCALE IN FEET
500 0 500

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

BERNALILLO COUNTY, NEW MEXICO AND INCORPORATED AREAS

PANEL 138 OF 825
(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ALBUQUERQUE, CITY OF	350002	0138	D
BERNALILLO COUNTY, UNINCORPORATED AREAS	350001	0138	D

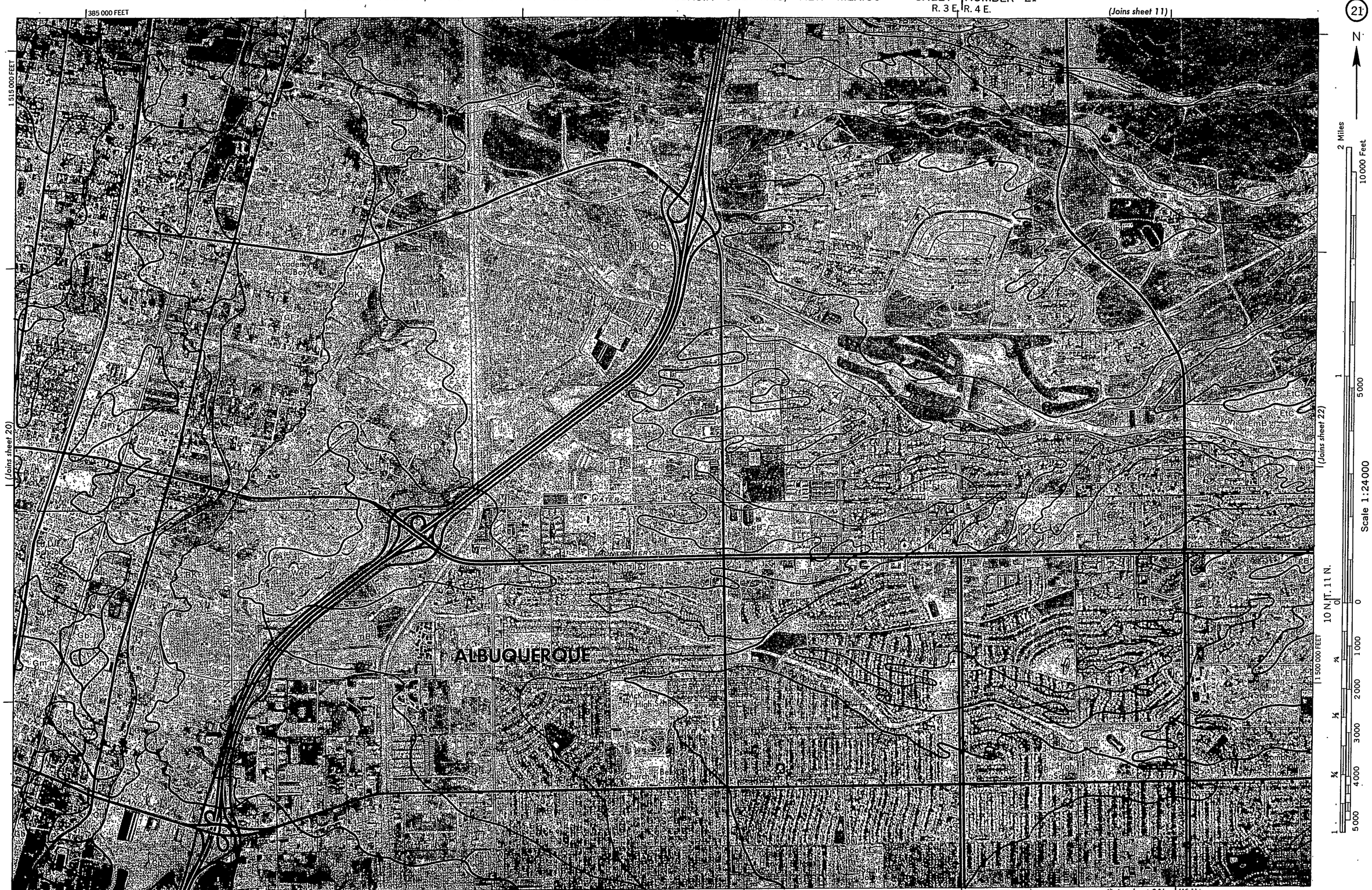
MAP NUMBER 35001C0138 D

EFFECTIVE DATE: SEPTEMBER 20, 1996

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ATTACHMENT C



ATTACHMENT D

THIS LEASE made and entered into at Albuquerque, State of New Mexico, effective January 1, 2002, by and between the CITY OF ALBUQUERQUE, a New Mexico municipal corporation (the "Owner") and CALMAT CO., a Delaware Company (the "Lessee");

WHEREAS, Owner owns certain 161.8026 acres of real property ("Owner's Property") located in the City of Albuquerque as more particularly described in Exhibit "A"; and

WHEREAS, Lessee wishes to lease portions of the Owner's Property.

Now, therefore, the Owner and the Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agree as follows:

Article I
Demised Premises and License

1.1 *Owner's demise.*

Upon the terms and conditions hereinafter set forth, and in consideration of the payment of the rents and the prompt performance by the Lessee of the covenants and agreements, to be kept and performed by the Lessee, the Owner does lease, let, and demise to the Lessee and the Lessee hereby leases from the Owner, the following described premises ("Premises"), situate, lying, and being in Bernalillo County, State of New Mexico:

See Exhibits "A-1"(50 acres), "A-2" (20 acres), "A-3" (present north recycling site), "D" (future south recycle site) and "E" (sand stockpile area) attached hereto.
Containing approximately 70 acres.
Together with permanent easements for access to water wells for repair and maintenance of water wells and for water delivery for Lessee's use.

Use of Premises. The Premises may be used for any lawful purpose and for extracting, taking, crushing, re-crushing, producing, manufacturing, using, excavating, importing, removing and selling rock, sand, gravel and other earthen material on, to and from the Premises and the manufacturing and selling of ready mixed concrete, asphaltic concrete and/or other aggregate related products and deposit of inert materials used for recycling on the Premises, and other related lawful uses, including but not limited to disposal of broken concrete, asphalt, and other waste material and silt on the Premises and storage of trucks and equipment. Tenant shall comply with the Permits and all laws, rules and regulations of public authorities as they relate to the Premises and this Lease. Tenant shall have no obligation to compact any materials dumped or disposed on the Premises.

Owner grants to Lessee the right of ingress and egress to and from Pacific (AKA Mission) Road on the south, Chappel Road on the east and the private road along the north side of the

Premises which border the Premises, by trucks and other vehicles, and by persons on foot. Lessee shall have the right for itself, its agents, servants and employees, invitees and licensees, to use such rights of way at any time and for ingress and egress to the Premises.

Owner represents and warrants that:

(a) The Premises are zoned SU-1 and will remain so during the time hereof.

(b) The uses under the SU-1 zoning are set forth by Agreement dated September 19, 1988 as attached as Exhibit "B". The SU-1 uses are further clarified by letter dated January 27, 2000 as attached as Exhibit "C".

1.2 ***Conditions.***

The demise is likewise made subject to the following:

(a) All conditions, restrictions, and limitations now appearing of record;

(b) Zoning ordinance of the City of Albuquerque;

(c) Any questions of survey, the Lessee having satisfied itself as to the boundary lines and contents of the Premises as well as with the sufficiency of the Owner's present title; and

(d) The Lessee's proper performance of all the terms and conditions contained in this Lease.

1.3 ***Licenses.***

Owner grants to Lessee a license as follows:

(a) A license to use the surface rights on the real property described in Exhibit "A-3" (North Recycle) for the purpose of the uses set forth in §1.1 which shall have a term ending in December, 2003. The crushing activity shall cease by December 31, 2001.

(b) A license to use the surface rights on the real property described in Exhibit "D" (South recycle) for the purpose of the uses set forth in §1.1.

(c) A license to use the surface rights on the real property described in Exhibit "E" (Sand stockpile) for the purpose of the uses set forth in §1.1.

(d) The rental specified in § 3.1 shall include payment for the licenses granted herein.

(e) The licenses on the Property described in Exhibits "D" and "E" shall have a term which shall expire on December 31, 2007.

Article II
Term and Option to Purchase

2.1 To have and to hold the Premises from January 1, 2002 to December 31, 2007 for an initial 7-year term, unless terminated sooner as provided below.

2.1. The Lease Term with respect to the portion of the Premises described under Exhibit "A-2", shall all expire on December 31, 2007.

2.3 The Lease Term with respect to the portion of the Premises described on Exhibit "A-1" shall continue to December 31, 2011.

2.4 The Lessee may extend this Lease with respect to the Property described only on Exhibit "A-1", upon the same terms, for one (1) additional period of ten (10) years. The option to extend the Lease on Exhibit "A-1" shall be automatically exercised unless the Lessee shall give written notice to Owner that it intends not to exercise this option not later than 60 days before the then term expires.

2.5 Lessee may terminate its lease of portions of the Premises at any time by giving Owner four months' notice of such fact by registered or certified mail. The notice shall contain a survey and description of the portion of the Premises covered by the notice of termination. In such event, this Lease shall terminate as to the portions of the Premises released on the date specified in such notice, as if that were the date originally fixed herein for the expiration of the term. Lessee shall thereupon surrender the portion of the Premises released, and Owner may immediately recover the possession thereof. Lessee shall on demand execute and deliver to Owner a written surrender in recordable form.

2.6 Option to Purchase.

As part of the consideration of this Lease Agreement, Owner grants to the Lessee the exclusive right to purchase ("Purchase Option") the property described in Exhibit "A-1" ("Purchase Property") at the end of the term of this Lease Agreement.

2.7 Purchase Price.

The purchase price ("Purchase Price") of the Purchase Property shall be the fair market value of the Purchase Property as determined by an appraisal ("Appraisal") or appraisals of the Purchase Property by one or more independent, New Mexico licensed, professionally designated MAI appraiser ("Appraiser") or appraisers or a similar designation in use in the industry at the time.

2.8 Appraisal Standards.

The appraisal shall be effective as of the date of the written notice of the exercise of the Purchase Option. The appraisal shall be conducted in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the appraisal instructions used to create the appraisal attached as Exhibit "F" to this Lease Agreement.

2.9 Notice of Option.

One year prior to the end of the term of this Lease Agreement, the Owner shall give written notice ("Written Notice") to Lessee that the term will end on a specified date and that the Lessee has six months from the date of the written notice to exercise Lessee's Purchase Option
If the Owner does not give the proper written Notice one year prior to the end of the term of this Lease Agreement, the term of the lease shall be automatically extended so that the term of this Lease Agreement shall end one year from the date of the Written Notice.

2.10 Exercise of Option.

The Lessee may exercise the Purchase Option by giving written notice ("Option Notice") to the Owner within six months of the date of the Written Notice.

2.11 Failure to Exercise Option.

If the Lessee fails to exercise the Purchase Option as required, all of the Lessee's rights and claims to the Purchase Property shall automatically terminate at the expiration of the Lease Term and the Owner shall have no liability to the Lessee for the failure of Lessee to exercise the Purchase Option.

2.12 Appraisal.

A. Not later than sixty (60) days after the date of the Option Notice, the Owner shall deliver to Lessee a report of the Appraisal ("Owner Appraisal") of the Purchase Property prepared by an Appraiser ("Owner Appraiser") appointed by the Owner.

B. In the event Lessee does not concur with the valuation set forth in the Owner Appraisal, then within fifteen (15) days of its receipt of the Owner Appraisal, Lessee shall notify the Owner and appoint an Appraiser ("Lessee Appraiser") to appraise the Property. If Lessee fails to give such notice, then the valuation set forth in the Owner Appraisal shall be the Purchase Price. If Lessee does timely notify the Owner and appoints a Lessee Appraiser, then the Owner Appraiser and the Lessee Appraiser shall appoint a third Appraiser ("Third Appraiser") to appraise the Property. The Lessee Appraiser and the Third Appraiser shall each prepare an Appraisal within sixty days of their appointment. The Purchase Price shall be the average of the values determined by each of the three Appraisers, except that if the value determined by one or more of the Appraisers is more

than 10% greater or smaller than the middle value, such value shall be disregarded, and the Purchase Price shall be the average of the remaining values. Each of the parties shall pay the fees of its own Appraiser and shall pay half of the fees of the Third Appraiser.

2.13 Assignment of Purchase Option.

The Lessee shall have the right to assign the Purchase Option.

Article III
Rent

3.1 *Annual rentals.*

Lessee shall have no obligation to pay any rentals until after December 31, 2004. Thereafter, the Lessee shall pay the Owner the following annual rent:

For the initial 6 year term, the annual rent shall be computed as follows: Surface land value of $1.50 per square foot x 7.0% annual rental factor = $0.105/SF rent per year ÷ 12 = $0.00875/SF per month times 3,049,200 square feet shown on Exhibit A1 and A2, subject to adjustment pursuant to §2.3 and Article XVII.

For the next 4 year term, the annual rent shall be computed as follows: Surface land value of $1.50 per square foot x 7.0% annual rental factor = $0.105/SF rent per year ÷ 12 = $0.00875/SF per month times 2,178,000 square feet shown on Exhibit A1 and A2, subject to adjustment pursuant to §2.3 and Article XVII.

Surface land value is to be adjusted on January 1, 2012 to reflect the change in the Consumer Price Index as published by the US Government's Department of Commerce or such similar index which compares the purchasing value of the dollar on January 1, 2002 to the purchasing value of the dollar on January 1, 2012. Rent shall be adjusted to reflect changes in the square footage leased effective as of the date of delivery to Owner of Lessee's recordable written surrender notice.

All rent payments shall be paid monthly and in advance.

3.2 *Due date.*

All rental payments shall be due on the first day of each month and shall be delinquent on the 15th day of each month.

3.3 *Place of payment.*

Rent shall be payable at the offices of the Treasurer, City of Albuquerque or at such other place as the Owner may specify, in writing, from time to time.

3.4 *Modified Net lease.*

All rent shall be absolutely net to Owner; so that this Lease shall, except as hereinafter provided to the contrary, yield net to Owner the rent, to be paid each month during the term of this Lease. Accordingly, the Lessee shall pay all costs, expenses, and obligations of every kind or nature, relating to the Premises, or any improvements thereon, which may arise or become due during the term of this Lease, and shall defend, indemnify and hold harmless the Owner from and against the same. Nothing in this Lease shall be deemed to require the Lessee to pay or discharge any liens, offsite assessments, special assessments, or mortgages of any character which may later be placed upon the Premises by the Owner's approval or acts. However, the Lessee shall pay and discharge all on-site improvements, development costs and all other costs or expenses incurred by Lessee to develop the Premises for use by the Lessee.

Article IV
Payment of Taxes

4.1 *Lessee's obligations.*

The Lessee shall pay, before any fine, penalty, interest, or cost may be added, become due, or be imposed for nonpayment thereof, the following: all real estate taxes, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, which at any time during the term of this Lease may be incurred by Lessee as a result of its use or operations on the Premises. Lessee shall not be liable for any off-site improvements or costs or Owner improvements on-site which may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the demised Premises, or any improvements thereon.

4.2 *Obligations altered.* (Intentionally omitted)

4.3 *Mode of payment.* (Intentionally omitted)

4.4 *Lessee's default.*

If the Lessee fails, refuses, or neglects to make any payment required in this Article, the Owner may do so. In that event, the Lessee shall, upon the Owner's demand, repay to Owner the amounts so paid, including reasonable attorneys' fees and all other expenses reasonably incurred because of

or in connection with the payments, together with interest thereon at the rate of ten (10%) percent per annum. The Owner may collect or enforce any payment in the same manner as though it were an installment of rent specifically required by the terms of the Lease to be paid by the Lessee, on the day when the Owner demands repayment of or reimbursement therefor. However, the Owner's election to make the payment required by this article shall not waive the Lessee's default.

Article V
Mechanics' Liens

5.1 *No lien.*

The Lessee shall not subject the Owner's interest in the Premises to any mechanics' or materialmens' liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized in writing by Owner.

5.2 *Release of lien.*

The Lessee shall not allow a lien or claim of any kind to be filed or claimed against the Owner's interest in the Premises during the continuance of this Lease. If such lien is claimed or filed, the Lessee shall cause the Premises to be released from the claim within 30 days after the Owner is given written notice of the claim and Owner transmits written notice of its receipt to the Lessee. The Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Premises from the claim, or in any other manner which, as a matter of law, will result, within the 30-day period, in releasing the Owner's title from the claim.

Article VI
Governing Law, Cumulative Remedies

6.1 *Governing law.*

All of the rights and remedies of the parties shall be governed by the provisions of this instrument and by the laws of the State of New Mexico.

6.2 *Cumulative remedies.*

During the continuance of the Lease, the Owner shall have all rights and remedies which this Lease and the laws of the State of New Mexico assure to it. All rights and remedies accruing to the Owner shall be cumulative; that is, the Owner may pursue all rights that the law and this Lease afford to it, in whatever order the Owner desires and the law permits without being compelled to resort to any one remedy in advance of any other.

Article VII
Insurance and Indemnification of Owner

7.1 *General Requirements.*

A. Lessee will procure and maintain in full force and effect such insurance as is required by this Article. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.

B. Lessee will not violate the terms or prohibitions of insurance policies required to be furnished by Lessee. Lessee will promptly notify the Owner of any claim or loss exceeding the amount of the deductible under the insurance policies and certify that proper notice has been given the appropriate insurance carrier.

C. Lessee will furnish the Owner with certificates of insurance and will deliver the certificates to the Director, Risk Management, P.O. Box 1293, Albuquerque, New Mexico 87103.

D. All insurance certificates will provide that thirty (30) days written notice be given to the Owner before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate of policy which states that failure to give Owner notice imposes no liability or obligation on the insurer will not be in compliance with this Section. For instance, certificates or policies stating that the insurance company will "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to Owner. The insurance policies will not be written on a "claims made" form.

7.2 *Approval Of Insurance.*

Even though a "notice to proceed" may have been given, Lessee will not begin any operations pursuant to this Lease until the required insurance has been obtained and proper certificates of insurance delivered to the Owner. Neither approval nor failure by the Owner to disapprove insurance or certificates of insurance will relieve Lessee or any transferees of full responsibility to maintain the required insurance or bonds in full force and effect.

7.3 *Liability Insurance.*

Lessee will obtain the following insurance policies prior to the commencement of the term:

Commercial General Liability. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

$1,000,000 Per Occurrence
$1,000,000 Policy Aggregate
$1,000,000 Products Liability/Completed Operations
$1,000,000 Personal and Advertising Injury
$ 50,000 Fire Legal
$ 5,000 Medical Payments

The policy of insurance must include coverage for all operations performed by Lessee, and contractual liability coverage will specifically insure the hold harmless provisions of this Lease. THE OWNER WILL BE NAMED AN ADDITIONAL INSURED and the coverage afforded will be primary with respect to operations provided. Showing the Owner as a certificate holder is not the same as naming the Owner as an additional insured and is not an acceptable substitute. If equivalent coverages are provided and the form is approved by the Owner, Lessee may provide a general liability policy in a form different from that described above.

7.4 *Owner's Protective Liability Insurance.*

Prior to the actual commencement of and during any construction work on the Premises on any approved improvements on the Premises or of repairing or replacing, in whole or in part, Lessee shall procure or cause to be procured a policy of Owner's Protective Public Liability Insurance with limits in amounts not less than One Million Dollars ($1,000,000.00) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence.

7.5 *Increased Limits.*

If, during the Term, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27, NMSA 1978) to an amount greater than $1,000,000, the Owner may require Lessee to increase the limits of any insurance required herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

7.6 *Workers' Compensation Insurance.*

Lessee will comply with the provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. Lessee will procure and maintain during the Term complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. The insurance will include coverage permitted under Section 51-1-10, NMSA 1978, for safety devices. With respect to Workers' Compensation Insurance, if Lessee elects to be self-insured, Lessee will comply with the applicable requirements of law. If any portion of the Premises is to be sublet, Lessee will require the sublessee similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. Lessee covenants and agrees that the Owner, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions

of this paragraph and that the indemnification provision of this Lease will apply to this paragraph. It is expressly agreed that the employees of Lessee are not Owner employees for any purpose.

7.7 *Payment Bond.*

Unless waived by Owner, prior to or at the time of the issuance of a written notice to proceed to construct and install improvements on the Premises and prior to the commencement of any other construction work on the Premises that exceeds the total cost for labor and materials of sum of One Hundred Thousand Dollars ($100,000), the Lessee shall deliver to the Owner a bond guaranteeing that all persons who furnish materials for or perform labor upon the work shall be paid for their material or labor. The payment bond shall be in the penal sum equal to one hundred percent (100%) of the estimated cost of construction. The Lessee shall be named as obligee on the bond. This provision shall not apply to minor repairs or routine maintenance required to be performed by Lessee's employees in the normal course of their duties.

7.8 *Non-Liability Of Owner.*

The Owner will not be liable to Lessee or to Lessee's sublessees, licensees, employees, agents, contractors, or invitees or to any other person whomsoever, for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of Lessee, its sublessees, licensees, employees, customers, contractors and invitees or of any other person entering the Premises under the express or implied invitation of Lessee or arising out of the use of the Premises by Lessee and its sublessees or licensees and the conduct of their business therein or arising out of any breach or default by Lessee in the performance of its obligations hereunder.

7.9 *Due Care.*

Lessee covenants that it and all of its agents, servants, and employees will use due care and diligence in all of its or their activities and operations at the Premises.

7.10 *Indemnification.*

Lessee agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers and employees from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including but not limited to consultants' fees, reasonable fees of attorneys, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against the Owner because of any injury, including death at any time resulting from bodily injury, damages for care and loss of services, or damage received or sustained by any person, persons or property arising out of or resulting from any negligent act, error, or omission of Lessee, its agents or its employees arising out of the operations of Lessee or Lessee's performance, purported performance, or nonperformance of this Lease or Lessee's activities at the Premises.

7.11 *Environmental Harm.*

Without limiting any provisions of this Lease, Lessee will defend, indemnify and hold the Owner and its elected official, officers and employees harmless from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including but not limited to attorneys' and consultants' fees, court costs and litigation expenses) of whatever kind or nature, known or unknown; contingent or otherwise, brought against the Owner arising out of or in any way related to any actual, threatened or alleged contamination by Hazardous Materials of the Premises by Lessee or its agents; the presence, disposal, release or threatened release of Hazardous Materials by Lessee or its agents at the Premises, that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise; any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials by Lessee at the Premises; or any violation by Lessee of any Hazardous Materials Laws. Lessee's obligations and liabilities under this paragraph will survive the termination of this Lease and the transactions contemplated in this Lease. This indemnity does not apply to any Hazardous Materials that were on or in the Premises prior to the date possession of the Premises is delivered to Lessee.

7.12. *Limitations.*

To the extent, if at all, Section 56-7-1, NMSA 1978 is applicable to this Lease, the indemnification agreements contained in this Lease will not extend to or be construed to require Lessee to defend, indemnify and hold harmless the Owner, its elected officials, officers and employees from and against liability, claims, damages, losses or expenses, including attorneys fees, arising out of bodily injury to persons or damage to property caused by, resulting from, or arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner, or the agents or employees or officers of the Owner or (2) the giving or failure to give directions or instructions by the Owner or agents or employees or officers of the Owner where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. Lessee will not, in any event, be required to indemnify or hold harmless Owner with respect to any bodily injury, death or injury to or destruction of property which results from the negligence or willful misconduct of Owner, its agents, servants, or employees.

7.13 *Scope of Indemnification*

In addition, with respect to any claims, actions, suits, damages or judgments caused by or resulting from acts, omissions or operations of Lessee, its agents, servants, or employees, Lessee will investigate or cause the investigation of accidents involving such injuries; negotiate or cause to be negotiated all claims made as may be deemed expedient by Lessee, and defend, or cause to be defended, suits for damages, even if groundless, false or fraudulent, brought on account of such injuries or damages, in the name and on behalf of the Owner; pay and satisfy judgments finally establishing the liability of the Owner in all actions defended by Lessee pursuant to this Lease; and

pay, or cause to be paid: (1) all costs taxed against the Owner in any legal proceeding defended or caused to be defended by Lessee; (2) any interest accruing up to the date of Payment by Lessee; (3) all premiums charged upon appeal bonds required in such proceedings; and (4) all expenses incurred by the Owner for investigation, negotiation. and defense, including, without limitation, expert witnesses' and attorneys' fees incurred, should Lessee fail to provide the defense and indemnification required herein.

7.14 *Notice*

The Owner will, promptly upon receipt, give Lessee every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. If the Owner fails to give Lessee notice of any such demand, notice, summons, or other process received by the Owner and such failure to give notice results in prejudice to Lessee in the defense of any action or legal proceeding contemplated herein, such failure or delay will release Lessee of its liability as set forth in this Lease insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this paragraph will be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the Owner. This paragraph will not be construed as a waiver of the Owner's immunity. The provisions of this paragraph will not be construed to prohibit Lessee from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Lessee indemnified the Owner.

Article VIII
Environmental

8.1 *Compliance with environmental laws.*

A. In connection with its operations or any other activity at the Premises, as applicable to Lessee, Lessee will at all times and in all respects comply with all Federal, State and local laws, ordinances and regulations (collectively, "Hazardous Materials Laws") applicable to the Premises and Lessee's operations at the Premises relating to industrial hygiene and environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBS, asbestos, formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations.(collectively, "Hazardous Materials"). Upon the expiration of the Term or sooner termination of this Lease, Lessee will cause all Hazardous Materials introduced to the Premises by Lessee or its sublessees, licensees, agents, contractors or invitees to be removed from the Premises and transported for use, storage, or disposal in accordance and compliance with all applicable Hazardous Materials Laws. Hazardous Materials Laws will include the Solid Waste Disposal Act, 42 U.S.C. 3251, et seq.; the Federal Insecticide, Fumicide, and Rodenticide Act/Pesticide Act, 7 U.S.C. Section 13 et seq.; the Safe

Drinking Water Act, 44 U.S.C. Section 300(f) et seq.; the Oil Pollution Control Act of 1 990, 33 U.S.C. Section 2761 et seq.; Comprehensive Environmental Response, Compensation and Liability Act of 1 980, as amended, 42 U.S.C., Section 9601 et seq., and as amended by the Superf und Amendments and Reauthorization Act of 1 986, Pub. Law No. 99-499, 1 00 Stat. 1 613; the Toxic Substances Control Act, 1 5 U.S.C., Section 2601 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Clean Water Act, 33 U.S.C., Section 1 25 1, et seq.; the Hazardous Materials Transportation Act 49 U.S.C., Section 1 801 et seq.; the Resources Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq.

B. Air Quality Control. The parties agree that presently there exist the following Air Quality Permits which were issued by the City of Albuquerque: No. 362, No. 363 and No. 1910. Both the Owner and the Lessee understand that the use of the property will result in visible emissions and that such emissions are normal. The Public Works Department of the City agrees not to oppose any expansion or changes in the Air Quality Permits presently covering the Premises as set forth herein or that adversely impacts the Lessee and operation under its current or future Air Quality Permits covering the Premises set forth in §1.1 and the property under license set forth in §1.3 Owner further agrees not to act in any way which may jeopardize Lessee's use of the Premises. Owner agrees not to lease any portion of the Premises to any person who may impact the air quality of the Premises. Owner agrees that Owner's use, other tenant use of the total Owner's Property consisting of one hundred sixty-one acres, shall not cause Lessee to exceed it's allowable emissions as a result of the other Owner activities.

8.2 ***No release of hazardous materials.***

After the date of this Lease Agreement, Lessee and its successors and assigns will not release and will take all appropriate measures necessary to prevent the release on or from the Premises of any Hazardous Materials.

8.3. ***Disclosure and benchmark study.***

The Owner has received a Phase I Environmental Site Assessment, dated October 30, 2001, prepared by Tecumseh Professional Associates., Inc. which covers the Owner's Property and names the Owner as an additional named party. The Environmental Assessment shall be the bench mark for the environmental condition of the Premises for purposes of this Lease..

8.4 ***Hazardous uses.***

A. Lessee agrees that all substances and materials used by Lessee in its maintenance and operations on the Premises will be stored and used in compliance with all applicable Federal, State and local laws, rules and regulations governing the storage and use of the substances and materials. Lessee will not do or permit to be done any act or thing upon the Premises which will make void or voidable, suspend or increase the rate of any fire insurance policy required under this

Lease, or carried by the Owner, covering the Premises or which, will create an unsafe or hazardous conditions that will increase the risks normally attendant upon the operations contemplated under this Lease. Nothing in this subparagraph will preclude Lessee from bringing, keeping, or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on the normal operations contemplated herein.

B. If, after the date of this Lease, Lessee creates a hazardous or potentially hazardous condition in the Premises, Lessee will give immediate verbal notice to the Owner. Such hazardous condition will be corrected as soon as possible by Lessee if the hazardous condition is on the Premises and if state and Federal law requires the hazardous condition to be remediated or mitigated. If the hazardous condition is outside the Premises or migrated on to the Premises from offsite and if state or Federal law requires the hazardous condition to be remediated or mitigated, the Owner will correct such condition as soon as possible. Regardless of the location of the hazardous condition, Lessee will close to the public that part of Premises impacted by such condition until it is safe for public use.

Article IX
Representations and Covenants

Lessee represents and warrants that:

9.1 Lessee is duly organized as a Delaware corporation and validly existing as such under the laws of the State of Delaware with authority to perform the transactions set forth in this Lease and is authorized to do business in the State of New Mexico; has the power to enter into and to perform its obligations under this Lease and by proper action has duly authorized the execution and delivery of this Lease; and as long as this Lease is in effect, it will maintain its existence as a business corporation authorized to do business in the State of New Mexico, will not dissolve or otherwise dispose of all or substantially all of its assets.

9.2 Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, nor the compliance with the terms and conditions of this Lease violate or will violate the terms of Lessee's articles of incorporation and bylaws.

Article X
Assignment

10.1 *Written assignment; filing.*

This Lease is freely assignable, but no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform every covenant of this Lease which, by its terms, the Lessee agrees to keep and perform. The assignee's assumption shall be evidenced by a recordable instrument, either by joinder in the assignment itself or by separate instrument. The assignment shall not be

deemed valid unless it and the assumption agreement are promptly filed for record in the appropriate office, and an executed original thereof delivered to the Owner.

If Lessee sublets, licenses, assigns or otherwise transfers any interest in any part of this Lease, Lessee will include any or all such transferees in Lessee's insurance policies or require such transferees to secure insurance to cover all hazards enumerated in this Lease that are not covered by Lessee's insurance policies.

10.2 *Lessee's primary liability.*

If the Lessee's interest in and to this Lease is assigned, the Lessee's liability for the performance of every term, condition, covenant, or agreement contained herein shall terminate upon the date of filing the assignment and assumption by the assignee, provided the Lease is not in default at date of assignment. Lessee's liability under this Lease shall remain in full force and effect with respect to any default which is uncured on the date of assignment.

Article XI
Condemnation

11.1 *Eminent domain; cancellation.*

If, at any time during the continuance of this Lease, all or any portion of the demised real estate or any improvement of any kind located thereon is taken, appropriated or condemned by reason of eminent domain, the Owner shall receive the remainder interest in the real estate surface rights and Lessee shall in addition to any other damages to which the Lessee is entitled by law to receive, shall receive the severance value of the going concern, the term of the lease interest, including option periods together with damages for the value of the mineral rights, sand and gravel and all improvements located upon the demised property and Owner shall divide the proceeds and awards in the condemnation proceedings, abate the rent, and make other adjustments in a just and equitable manner under the circumstances. If the parties cannot agree on a just and equitable division, abatement of rent, or other adjustments within 30 days after the award has been made, the disputed matters shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter for its decision and determination.

11.2 *Apportionment.*

Title to the improvements placed by the Lessee upon the Premises and except as provided in Section 17.1, the mineral rights, sand and gravel will never pass to the Owner. Therefore, for purpose of condemnation, the fact that the Lessee placed the buildings on the Premises shall create rights of the Lessee, together with the remaining term of the Lease, which will be items of damage in determining the Lessee's portion of the condemnation award. It is the general intent of this Section that, upon condemnation, the parties shall share in their awards to the extent that their respective

interests are reduced, damaged, or destroyed by the exercise of the right of eminent domain. If the condemnation is total, the condemnation award shall be allocated so that the then value of the surface rights of the property, as if it were unimproved property without the mineral rights, sand and gravel, is allocated to the Owner, and the then value of the going concern, the mineral rights, sand and gravel and improvements thereon is allocated to the Lessee.

Article XII
Construction

12.1 ***Building not mandatory.***

This Lease is executed with the understanding and agreement that the Lessee may construct buildings or improvements on the Premises.

12.2 ***Lessee to bear expenses.***

The Lessee shall pay the entire cost of all improvements constructed by it on the Premises.

12.3 ***Financial commitment.***

Before commencing construction of the improvements, the Lessee shall arrange for sufficient financing to pay for the entire construction without a pledge of the real estate.

12.4 ***Power of attorney.***

Intentionally omitted.

12.5 ***Real estate.***

Intentionally omitted.

12.6 ***Nonrecourse.***

Intentionally omitted.

12.7 ***Repair Obligations***

During the continuance of this Lease, the Lessee shall keep in good state of repair all buildings, improvements, and equipment, which Lessee brings, constructs, or places upon the Premises. Title to all buildings and improvements shall be vested in Lessee with the absolute right to remove such improvements and equipment on or before termination of this Lease. The Lessee shall not suffer or

permit any waste or neglect of any building or improvement to be committed. The Lessee may repair, replace, and renovate the buildings and other property subject to this Lease without Owner approval.

Article XIII
Default

13.1 *Effect of default by Lessee.*

If at any time the Lessee defaults in the payment of any rent on the day it becomes delinquent, or if the Lessee fails to perform any other covenant under this Lease, Owner shall give Lessee 60 days written notice. The written notice of default must state the nature of the default, specify the actions necessary to effect a cure and make demand for a cure. In the event Lessee does not effect a cure within the 60 day notice period and the Lessee acknowledges the default, then the Owner may declare the lease term ended. Lessee shall immediately remove all buildings, improvements or equipment to cause the vacant real estate to be surrendered to Owner within 60 days after termination of this Lease. If the Lessee, or its agent, attorney, or tenants, holds the Premises, or any part thereof, after the 60-day period, according to the terms of this Lease, the Lessee shall be deemed guilty of forcible detainer of the Premises under the statutes and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law. After the 60-day period for the removal of buildings, improvements and equipment, the Owner may re-enter upon any part of the Premises and the building or buildings and improvements situated on it, either with or without process of law, the Lessee waiving any demand for possession of the Premises and all buildings and improvements situated thereon. The Owner shall also have all other remedies provided by law and this instrument. Immediately upon termination of the term, at the Owner's election or in any other way, the Lessee shall peaceably surrender and deliver up the Premises and all real property to the Owner, or its agent or attorney.

13.2 *Landlord-tenant relationship only.*

The relationship between the parties is that of landlord and tenant.

13.3 *Owner's remedies.*

If the Owner declares a default, and the Lessee denies that it is in default, the Owner may not exercise any remedies until the dispute is finally determined by a court of competent jurisdiction. However, nothing contained herein shall be construed as precluding the Owner from having any remedy that may be necessary to preserve its right and its interest in the Premises and this Lease, even before expiration of the grace or notice periods provided for in this Section, if under the then existing circumstances, the allowance of the grace or the giving of the notice would prejudice or endanger the Owner's rights and estate in this Lease and the Premises.

13.4 *Default period.*

All default and grace periods shall be deemed to run consecutively.

13.5 *Assignment of rent.*

The Lessee pledges with, and assigns to, the Owner all rents, issues, and profits that might otherwise accrue to the Lessee for the use, enjoyment, and operation of the Premises. The Owner may apply to any court of competent jurisdiction for the appointment of a receiver of all and singular the Premises, and the improvements located thereon. Thereupon, the parties expressly covenant and agree that the court shall immediately appoint a receiver with the usual powers and duties of receivers in like cases. The court shall make the appointment as a matter of strict right to the Owner, without reference to the adequacy or inadequacy of the value of the property subject to the Owner's lien, to the Lessee's solvency or insolvency, or to the commission of waste. Nothing contained in this Section shall be construed as empowering the Owner to collect rents accruing from the Premises, unless and until the Lessee is in default. Nothing herein shall be construed as limiting the Lessee's right to remove all buildings and improvements situated on the Premises pursuant to Paragraph 13.1.

Article XIV
Additional Covenants of Lessee

14.1 *Legal use.*

The Premises shall be used for mining, extraction, importing, stockpiling, crushing and processing rock aggregate, gravel and recycle materials and the operation of concrete and asphalt batch plants together with delivery and distribution of products from the Premises and for any other related legal purposes, as further set forth in ¶ 1.1 hereof. Lessee shall have right to sublease and contract for operations by others on site subject to the terms and conditions of this Lease.

14.2 *Insurance claims.*

No damage or destruction to any building or improvements by fire, windstorm, or any other casualty shall be deemed to entitle the Lessee to surrender possession of the Premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or reduction in the rent when due or thereafter becoming due under its terms. If the Lease is canceled because of the Lessee's default while any obligation from an insurance company to pay for all or any part of the damage remains outstanding, the claim against the insurance company shall, upon cancellation of the Lease, be deemed immediately to become the absolute and unconditional property of the Lessee.

14.3 ***Termination.***

Upon complete termination of this Lease, the Lessee shall peaceably and quietly deliver to the Owner possession of the Premises in accordance with section 13.1. Upon a partial termination of this Lease as provided in Section 17.1, the Lessee shall peaceably and quickly deliver to the Owner possession of the portion of the Premises taken out of this Lease. Owner and Lessee agree that the use of the Premises by the Owner after the terminations set forth in this Lease Agreement is for a water sediment pond or ponds for a water treatment plant. Upon the complete or partial termination of this Lease, the Lessee shall grade the slope to not more than 2:1 and grade the bottom level for the Premises or part of the Premises. Upon request of the Owner, Lessee may agree to redeliver the Premises in the then condition.

14.4 *Costs of Suits.*

If, at any time, either party is required to enforce this Lease or to defend any action arising out of the facts connected with or caused by reason of the operation of this Lease or use or occupancy of the Premises, the losing party shall owe and pay to the prevailing party all court costs and reasonable attorneys' fees incurred or expended in conducting the defense or in enforcing the terms of this Lease.

14.5 There are no pending or threatened legal or administrative proceedings against Lessee which if determined adversely, would have a material adverse effect on Lessee or the Premises.

14.6 Intentionally omitted.

14.7 Lessee has made its own investigation of all the costs of doing business under this Lease and the costs of conducting its operations on the Premises under this Lease; that it has done its own projections of the volume of business it expects to generate in operating from the Premises under this Lease; that it is relying on its own business judgment concerning its prospects for operating on the Premises under this Lease on a profitable basis; and that Owner has not made any representations or warranties with respect to such matters.

14.8 The Lessee has examined the Premises, including its physical characteristics, the zoning designation for the Premises, easements, licenses and covenants of record applicable to the Premises, and has determined by its own independent evaluation that the Premises, including its surface and subsurface, is suitable and usable for the purposes, uses and activities intended for the Lessee's uses and purposes and the Lessee has verified the existence, location, size, depth and condition of the utilities and utility facilities in or near the Premises. The Lessee accepts the Premises in its present condition.

14.9 Lessee acknowledges that the Owner has made no representations or warranties concerning the suitability of the Premises for Lessee's use or for any other use, and that except as expressly provided in this Lease, the Owner shall have no obligation whatsoever to repair, maintain,

renovate or otherwise incur any cost or expense with respect to the Premises or any improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed, or used on or in the Premises.

14.10 Owner does not warrant the accuracy of any data, statistics, projections, plans, specifications, or studies relating to the Premises and Lease's operations which have been provided to Lessee by Owner or anyone on its behalf and Owner shall not be responsible for any incompleteness or inaccuracies in such data statistics, projections, plans, specifications, studies or their interpretation.

14.11 All statements contained in this Lease or otherwise made by Owner or anyone on its behalf concerning any measurement relating to the Premises or any other area of the Premises are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Lessee under or in connection with this Lease.

Article XV
Quiet Enjoyment

So long as the Lessee keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Premises, free from all claims against the Owner and all persons claiming under, by, or through the Owner.

Article XVI
Right of Entry
(Intentionally Omitted)

Article XVII
Separate Parcels

17.1 *Partial lease terminations.*

Pursuant to §2.3, it is contemplated that, from time to time, Lessee may find it desirable to reduce the size of the Premises and shall have the right to return to Owner control of certain portions of the Premises. If Lessee terminates the Lease as to a portion of the Premises, then Lessee shall convey to the Owner Lessee's right, title and interest in and to the minerals, sand and gravel in and under the portion of the Premises returned to Owner, If Lessee so requests in writing, the Owner shall execute an amendment to this Lease for portions of the Premises, with the following exceptions: the reduction in rent for each Lease amendment shall be pro-rated based upon the relative size of each separate parcel being abandoned by Lessee and returned to Owner and each parcel abandoned shall be contiguous to the unleased Premises and shall not be less than five acres.

17.2 Lessee shall have abandoned and return to Owner all of the Premises described in Exhibit A2 by December 31, 2007 The rental shown shall be adjusted as the property described in Exhibit A2 is returned to Owner pursuant to the provisions of ¶ 3.1.

Article XVIII
Storm Water and Water Usage

18.1 The Owner and the Lessee will cooperate to provide for the management of storm water and industrial water runoff. The Owner will pay the cost of a Drainage Management Plan for the entire one hundred and sixty-one acres. The Drainage Management Plan will provide for the existing and future full development conditions for the runoff from the Premises. The storm water shall meet water quality standards including sediment loads and pH as the parties hereto may mutually agree and attach, from time to time, as Exhibit "G" to this Lease. Truck washing operations shall be captured, reused and ultimately released into City water and sewage systems; the water quality standards of said release shall be as mutually agreed upon. The Owner shall make available non-potable water for purposes of truck and gravel and sand washing and rinsing. Lessee will pay for all charges for non-potable water used by Lessee in accordance with the City Water and Sewer Rate Ordinance in effect at the time. ok ok

18.2 Lessee will retain all water rights associated with the on-site wells presently owned by Lessee. See 41

Article XIX
Miscellaneous

19.1 *Force majeure.*

If the Owner or Lessee is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, or other reason beyond its control, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay.

19.2 *Estoppel certificates.*

Either party shall, without charge, at any time and from time to time hereafter, within ten days after the others' written request of the other, certify by instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified in the request as to:

(a) Whether this Lease has been supplemented or amended, and, if so, the substance and manner of the supplement or amendment;

(b) The validity and force and effect of this Lease, in accordance with its tenor as then constituted;

(c) The existence of any default thereunder;

(d) The existence of all offsets, counterclaims, or defenses thereto on the part of the other party;

(e) The commencement and expiration dates of the term of this Lease; and

(f) All other matters that may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.

19.3 ***Recordation***

Simultaneously with the execution and delivery of this Lease Agreement by the Lessee to the Owner, the Lessee and the Owner shall execute a Memorandum of Lease and Option in the form attached as Exhibit "H" for filing in the records of Bernalillo County, New Mexico. The Memorandum of Lease and Option shall state that the Owner has given the Lessee the exclusive option to purchase certain real property of the premises.

19.4 ***No recourse.***

Notwithstanding anything to the contrary, the Owner shall look solely to the interest of the Lessee hereunder for the satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other assets of the Lessee or of any other person, firm or corporation. If the Lessee is a corporation, no personal liability shall attach to any of its present or future shareholders, officers, or directors, or its successors or assigns, for any obligation hereunder or in connection herewith. If the Lessee is a limited liability company, partnership, joint venture, or association, it shall have no personal liability for any obligation hereunder or in connection herewith. If the Lessee assigns its leasehold interest to Owner, Lessee shall be completely relieved of all liability hereunder or in connection herewith, regardless whether accrued at the time of assignment and whether a cause of action exists at such time or arises thereafter.

19.5 *Consent not to be unreasonably withheld.*

The Owner shall not unreasonably withhold its consent, permission, or approval for any act which may be required or desired by the Lessee under the provisions of this Lease. Such consent, permission, or approval shall be deemed to have been granted if, within 60 days after the Owner receives the request, it fails to notify the Lessee of its express disapproval and the reasons therefor.

19.6 *Limitation in sale by Owner.*

The Owner shall not sell or grant options with respect to, or otherwise dispose of the property described on Exhibit "A"without prior written consent of Lessee, which consent Lessee shall not be unreasonably withheld.

19.7 *Covenants running with land; binding effect.*

All covenants, conditions, and obligations contained herein or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Owner and Lessee and their respective personal representatives, heirs, successors, and assigns, except as otherwise provided herein.

19.8 *Non-waiver.*

No waiver of a breach of any covenant in this Lease shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19.9 *Arrears.*

All arrearages in the payment of rent shall bear interest from the date when due and payable at 12% per annum until paid.

19.10 *Written modifications.*

No modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless signed in writing by the Owner, or its duly authorized agent or attorney.

19.11 *Entire agreement.*

This instrument contains the entire agreement between parties as of this date. The execution hereof has not been induced by either party by representations, promises, or understandings not expressed herein. There are no collateral agreements, stipulations, promises, or undertakings

whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in it.

19.12 *Notices.*

All notices between the parties in connection with this Lease shall be in accordance with its terms. Notice shall be given by registered or certified mail, deposited in the United States mails with postage prepaid. The notices shall be addressed as follows:

For the Lessee:
Vice President and General Manager
CalMat Co.
1801 E. University Drive
Phoenix, AZ 85034

With copy to:
Gordon L. Skarsgard, Esq.
4101 Indian School Rd, NE #400
Albuquerque, NM 87110

For the Owner:
Chief Administrative Office
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

With copy to:
City Attorney
City of Albuquerque
PO Box 2248
Albuquerque, NM 87103

And to:
Director, Public Works Department
City of Albuquerque
PO Box 1293
Albuquerque, NM 87103

Either party may change the place for giving notice by written notice in the manner set forth in this Section.

19.13 ***Joint liability.***

If the parties upon either side (Owner and Lessee) consist of more than one person, such persons shall be jointly and severally liable on the covenants of this Lease.

19.14 ***Liability continued.***

All references to the Owner and Lessee mean the persons who, from time to time, occupy the positions, respectively, of Owner and Lessee. However, this shall not be construed as relieving a person of any liability incurred by them by reason of or in connection with it having been Owner or Lessee at one time.

19.15 ***Headings.***

Headings in this Lease are for convenience and reference only and shall not be used to interpret or construe its provisions.

19.16 ***Time of essence.***

Time is expressly declared to be of the essence of this Lease.

In witness whereof the Owner and the Lessee have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

OWNER:

City of Albuquerque

By _____ Chief Administrative Officer

Date 12/20/01

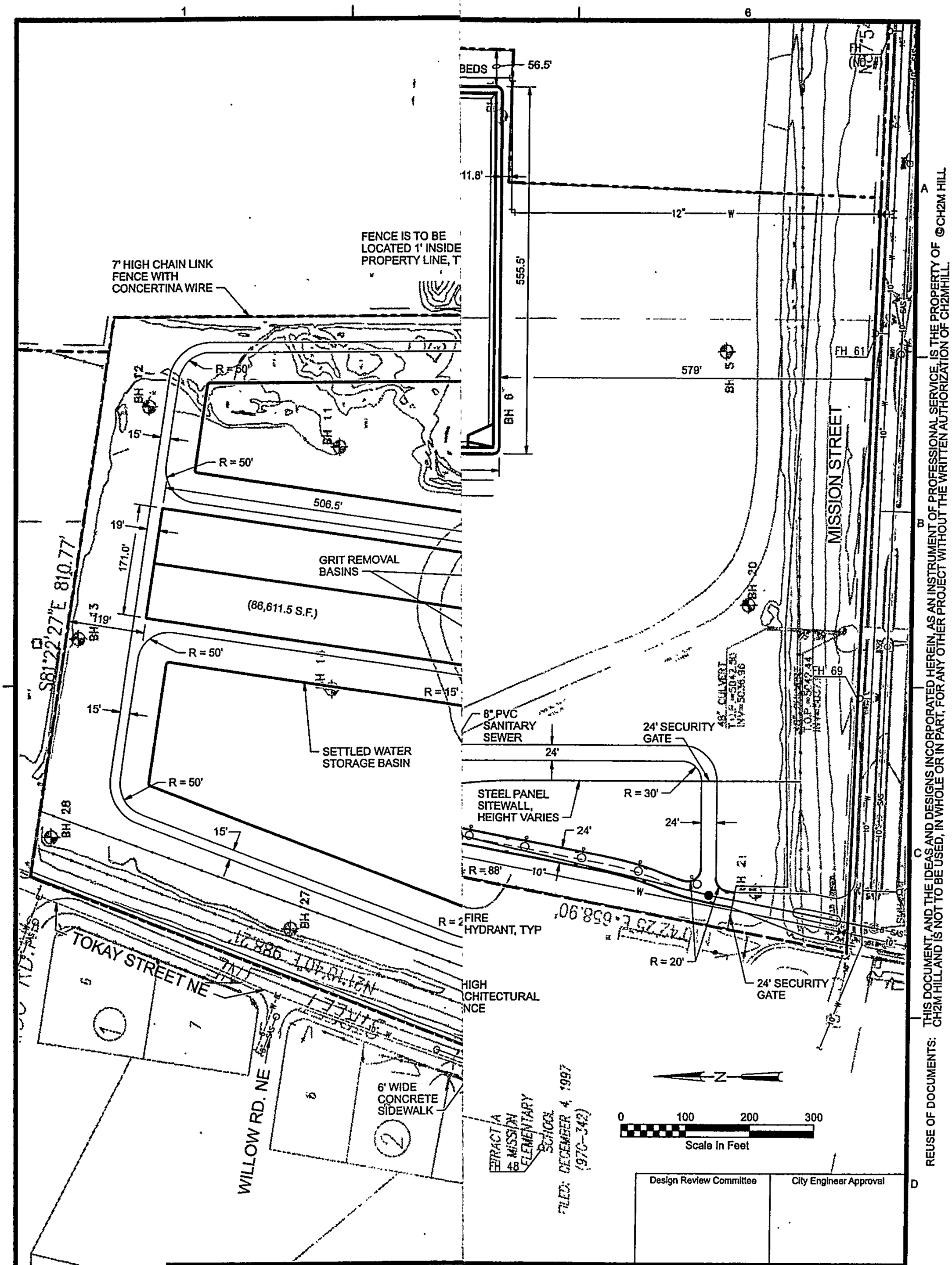
LESSEE:

CalMat Co., a Delaware corporation

By _____

Title Vice President

Date 12/20/01



REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL. CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2MHILL.

ATTACHMENT F

CH2MHILL

SUBJECT Runoff Calcs

BY AMF

SHEET NO. 1 of 5 DATE 12/1/03

PROJECT NO. ABQ - WTP

Mission Elementary

Total Land area = 470111 ft^2 = 10.79 acres

From table A-5 pg 22-11 Schools = 50% impervious

A = 0%
B = 10%
C = 40%

A=0 acres B = 1.08 acres C = 4.31 acres D = 5.40 acres

From table A-8 for Zone 2 100 yr 6 hr storm

$E_A = 0.53$ $E_B = 0.78$ $E_C = 1.13$ $E_D = 2.12$

$$\text{Weighted } E = \frac{(0.78)(1.08) + (1.13)(4.31) + (2.12)(5.40)}{10.79} = 1.59 \text{ inches}$$

$$\text{Volume} = (1.59 * 10.79)/12 = 1.43 \text{ ac-ft}$$

$$V_{360} = 1.43 \text{ ac-ft}$$

From table A-2 pg 22-8 for Zone 2

$P_{360} = 2.35$ $P_{10\ day} = 3.95$

$$V_{10\ day} = V_{360} + A_D * (P_{10\ day} - P_{360})/12 \text{ in/ft}$$

$$V_{10\ day} = 1.43 + 5.40 * (3.95 - 2.35)/12 \text{ in/ft} = 2.15 \text{ ac-ft}$$

Land Leased to Vulcan

Total Land area = 2847535 ft^2 = 65.37 acres

Assume A = 0% B = 0% C = 80% D = 20%

A = 0 ac B = 0 ac C = 52.3 ac D = 13.07 ac

From table A-8 for zone 2 100 yr 6 hr storm

$E_A = 0.53$ $E_B = 0.78$ $E_C = 1.13$ $E_D = 2.12$

$$\text{Weighted } E = \frac{(1.13)(52.3) + (2.12)(13.07)}{65.37} = 1.33 \text{ inches}$$

Volume = (1.33 * 65.37)/12 = 7.24 ac-ft

V_{360} = 7.24 ac-ft

From table A-2 pg 22-8 for zone 2

$P_{360} = 2.35$ $P_{10\ DAY} = 3.95$

$V_{10\ DAY} = V_{360} + A_D * (P_{10\ DAY} - P_{360})/12$ in/ft

$V_{10\ DAY}$ = 7.24 + 13.07 * (3.95 - 2.35)/12 = 8.98 ac-ft

ABQ - WTP Site

Total Land area = 3718104.30 ft^2 = 85.36 acres

Area not contributing to Runoff

- Area of Drying Beds = 263221.60 ft^2
- Area of Raw Water Storage Ponds = 1026632.50 ft^2
  And Raw Water Grit Ponds
  Total = 1289854.10 ft^2 = 29.61 acres

Impervious Areas

- Chemical Facility = 22317.00 ft^2
- Finished Water Storage = 83819.26 ft^2
- Roadway / Parking = 229160.33 ft^2
- Finished water and BWS Pump Station and Vaults = 18575.00 ft^2
- Finished Water Drop Box = 228.00 ft^2
- Filtration Facility = 39427.12 ft^2
- Backwash Equilization Basin + Pumping = 165700.00 ft^2
- Gravity Thickenning = 102091.0 ft^2
- Ozone Contacting = 15041.44 ft^2
- LOX Storage = 2368.00 ft^2
- Actiflo Clarification = 22746.00 ft^2
- Settled Water Pump Station = 3900.00 ft^2
- Rapid Mix = 3969.00 ft^2
- Admin Building = 25555.41 ft^2

Total = 493815.66 ft^2 = 11.34 acres

A = 0 acres B = 0 acres C = 44.41 acres D = 11.34 acres

From table A-8 for Zone 2 100 yr 6 hr storm

$E_A = 0.53$ $E_B = 0.78$ $E_C = 1.13$ $E_D = 2.12$

$$\text{Weighted } E = \frac{(1.13)(44.41) + (2.12)(11.34)}{55.75} = 1.33 \text{ inches}$$

Volume = (1.33 * 55.75)/12 = 6.18 ac-ft

$V_{360} = 6.18$ ac-ft

From table A-2 pg 22-8 for Zone 2

$P_{360} = 2.35$ $P_{10\ DAY} = 3.95$

$V_{10\ DAY} = V_{360} + A_D * (P_{10\ DAY} - P_{360})/12$ in/ft

$V_{10\ DAY} = 6.18 + 11.34 * (3.95 - 2.35)/12$ "/ft = 7.69 ac-ft

Mission Avenue

Total Land area = 825745.71 ft^2 = 18.96 acres

D ⇒ { Impervious Road = 293329.38 ft^2
Impervious Sidewalk = 20993.43 ft^2

C ⇒ { Landscape (Rock/shrubs) = 111240.12 ft^2
Pervious Slope = 387135.29 ft^2
Dirt Medians = 13047.49 ft^2

A = 0 ft^2 = 0 acres
B = 0 ft^2 = 0 acres
C = 511422.90 ft^2 = 11.74 acres
D = 314322.81 ft^2 = 7.22 acres

From table A-8 for Zone 2 100 yr 6 hr Storm

$E_A = 0.53$ $E_B = 0.78$ $E_C = 1.13$ $E_D = 2.12$

$$\text{Weighted } E = \frac{(1.13)(11.74) + (2.12)(7.22)}{18.96} = 1.51 \text{ inches}$$

Volume = (1.51 * 18.96)/12 = 2.39 cu-ft

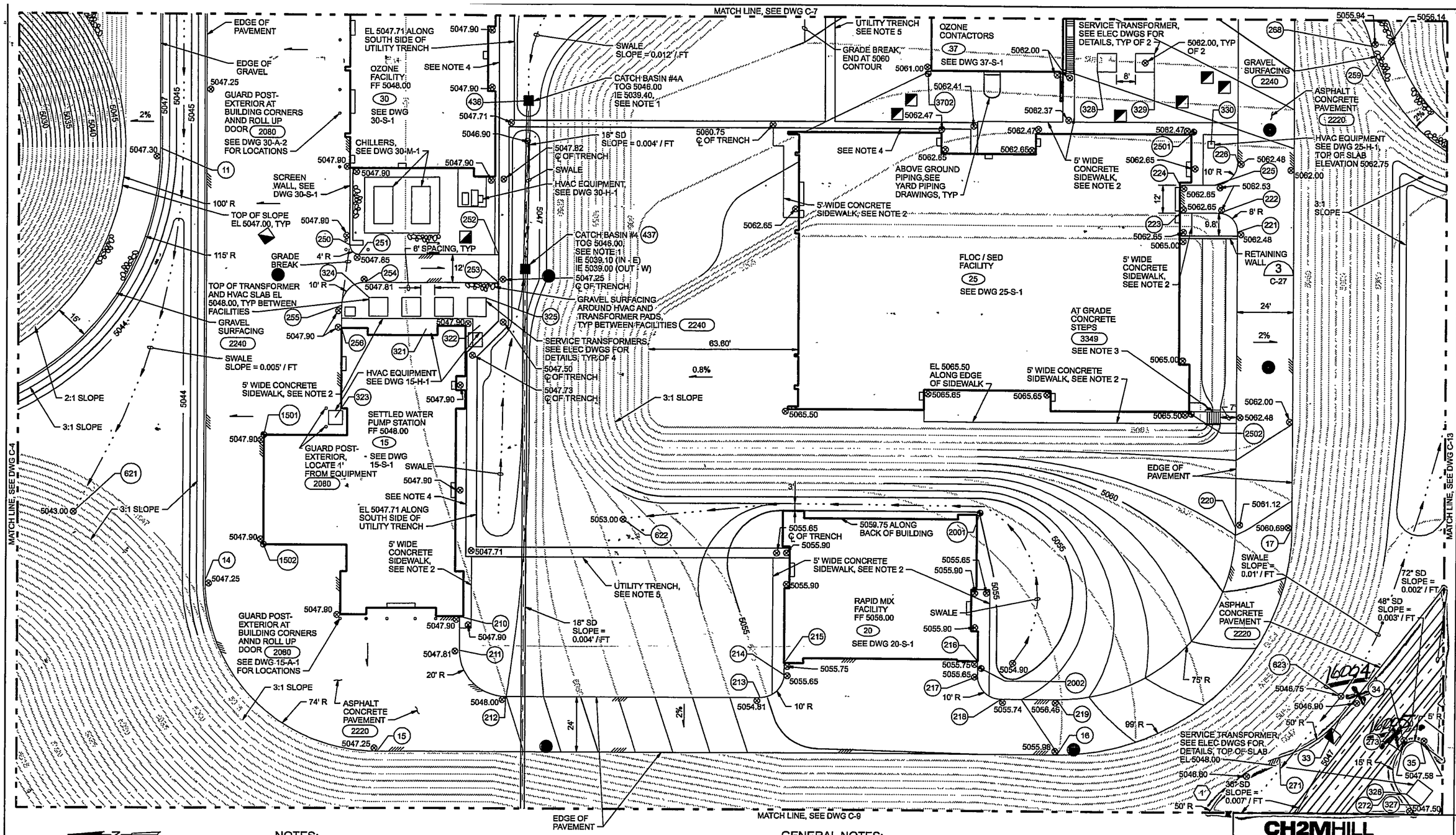
V_{360} = 2.39 cu-ft

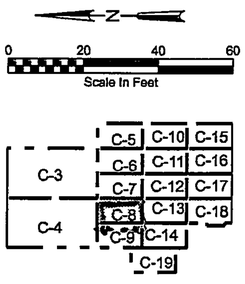
From table A-2 pg 22-8 for Zone 2

$P_{360} = 2.35$ $P_{100\,yr} = 3.95$

$V_{100\,yr} = V_{360} + A_D * (P_{100\,yr} - P_{360})/12$ in/ft

$V_{100\,yr} = 2.39 + 7.22 * (3.95 - 2.35)/12$ in/ft = 3.35 cu-ft





NOTES:

1. CATCH BASINS TO BE CITY OF ALBUQUERQUE STORM INLET SINGLE "D", DRAWING 2206.
2. CONCRETE SIDEWALK TO BE CITY OF ALBUQUERQUE STANDARD DRAWING 2430.
3. TOP OF CONCRETE STEPS IS ELEVATION 5065.00. BOTTOM STEP IS AT ELEVATION 5062.60.
4. FILL SPACE BETWEEN BUILDING AND UTILITY TRENCH WITH CONCRETE USED FOR SIDEWALKS AS INDICATED IN NOTE 2. SLOPE SIDEWALK AT 2% AWAY FROM BUILDING.
5. SEE YARD PIPING PLANS FOR UTILITY TRENCH DETAILS AND COORDINATES.

GENERAL NOTES:

COORDINATES AND DIMENSIONS SHOWN FOR ROADWAY IMPROVEMENTS ARE TO FACE OF CURB OR EDGE OF PAVEMENT.

(X): LAYOUT CONTROL, SEE DWGS C-29 AND C-30 FOR COORDINATES.

FOR LOCATION OF CONTROL POINT ON STRUCTURES, SEE STRUCTURAL DRAWINGS.

ELEVATIONS GIVEN ARE TO FINISH GRADE UNLESS OTHERWISE SHOWN.

SLOPE UNIFORMLY BETWEEN CONTOURS AND SPOT ELEVATIONS SHOWN.

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CONTRACTOR TO RESTORE GRADES TO ORIGINAL CONDITION IF DISTURBED DURING CONSTRUCTION ACTIVITIES.

CONTRACTOR TO BLADE ROADS TO SUBGRADE AND COMPACT PRIOR TO PLACING SURFACE MATERIALS. RESTORE SHOULDERS TO FINISH GRADE ELEVATIONS.

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON

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Albuquerque, New Mexico 87110
(505) 884-5600

CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUMEI
ALBUQUERQUE NEW MEXICO

TITLE: CIVIL

LOCATION AND GRADING PLAN

Design Review Committee	City Engineer Approval	Last Design Update	Mo/Day/Yr.
SHEET C-8			

AS BUILT INFORMATION

CONTRACTOR WORK COMPLETED BY	DATE
INSPECTORS ACCEPTANCE BY	DATE
ENGINEER'S VERIFICATION BY	DATE

BENCH MARKS

Albuquerque Metropolitan Flood Control Authority North
Diversion Channel Brass Cap Number 12-1D2, Brass
Cap set on concrete post projecting 0.4 feet above the ground.

SURVEY INFORMATION

NO.	DATE	BY

FIELD NOTES

ENGINEER'S SEAL

NO.	DATE	CODE REVISIONS AND CLARIFICATIONS	JN	BY	REMARKS
1	01/05				

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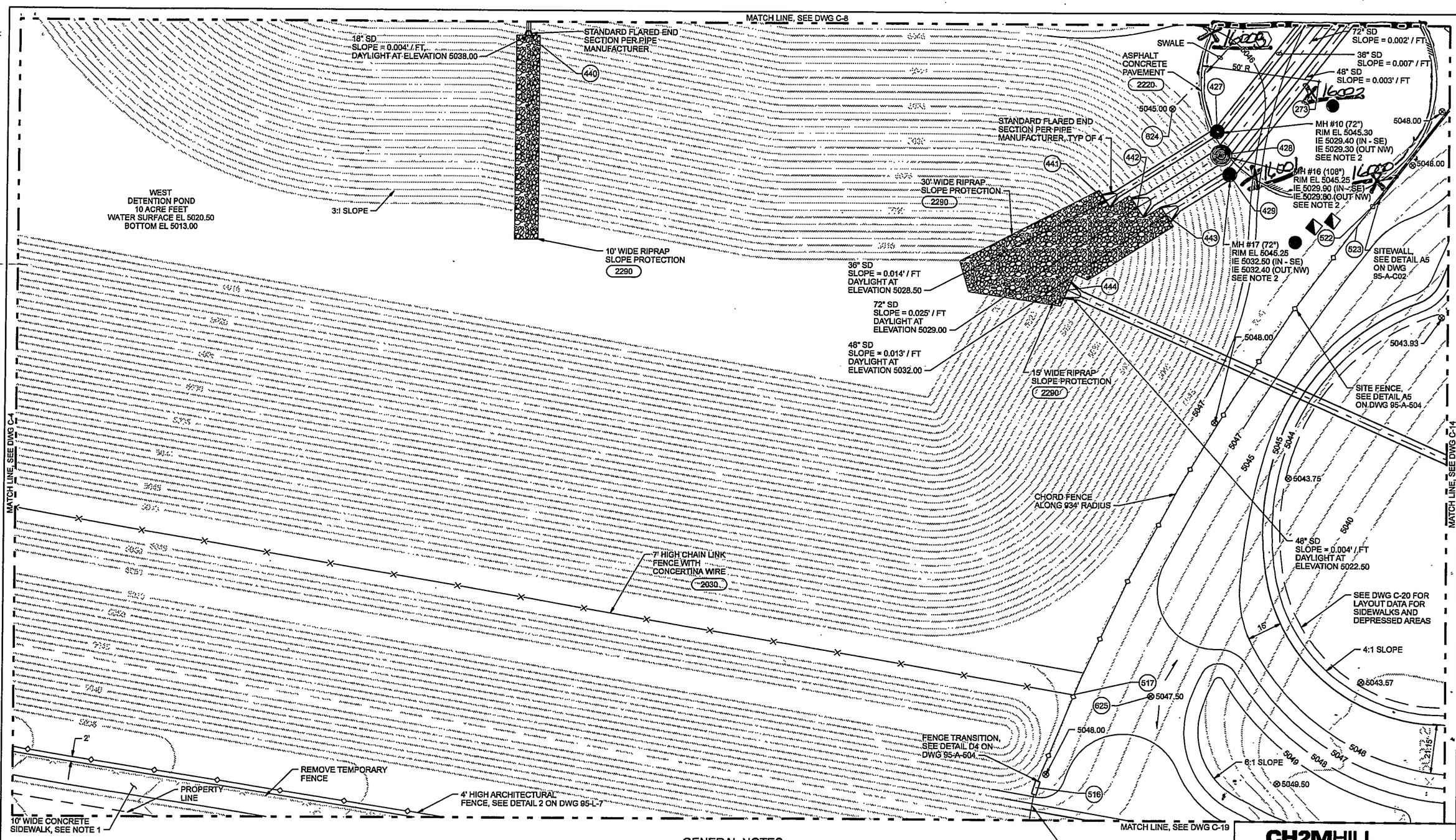

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Scale In Feet

C-3	C-5	C-10	C-15
	C-6	C-11	C-16
	C-7	C-12	C-17
C-4	C-8	C-13	C-18
	C-9	C-14	
	C-19		

NOTES:

1. CONCRETE SIDEWALK TO BE CITY OF ALBUQUERQUE STANDARD DRAWING 2430.
2. MANHOLES TO BE CITY OF ALBUQUERQUE MANHOLE TYPE "E", DRAWING 2102 AND 2116 FOR VERTICAL DROP. MANHOLES WITH INSIDE DIAMETERS OVER 72 INCHES SHALL BE TYPE "G" PER CITY OF ALBUQUERQUE STANDARD DRAWING 2101.

GENERAL NOTES:

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VERIFY SCALE:
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

AS BUILT INFORMATION
CONTRACTOR / DATE
WORK STAKED BY / DATE
INSPECTOR'S ACCEPTANCE BY / DATE
FIELD VERIFICATION BY / DATE
DRAWINGS CORRECTED BY / DATE
MICRO FILM INFORMATION
RECORDED BY / DATE

BENCH MARKS
Albuquerque Metropolitan Flood Control Authority North Diversion Channel Brass Cap Number 12-1D2. Brass Cap set on concrete post projecting 0.4 feet above the ground. BM located 700 feet south of the Osuna Bridge over the North Diversion Channel, West Bank. Elev=5096.59 (NAVD88). Northing=1511047.540, Easting=1534677.470 (NAD83)

SURVEY INFORMATION
FIELD NOTES
NO. | BY | DATE

ENGINEER'S SEAL

CODE REVISIONS AND CLARIFICATIONS JN
NO. | DATE | REMARKS | BY
REVISIONS
DESIGN
DESIGNED BY JANESSL PROJECT NO. 175589.TP
DRAWN BY | DATE

01/05

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Albuquerque, New Mexico 87110
(505) 884-5600

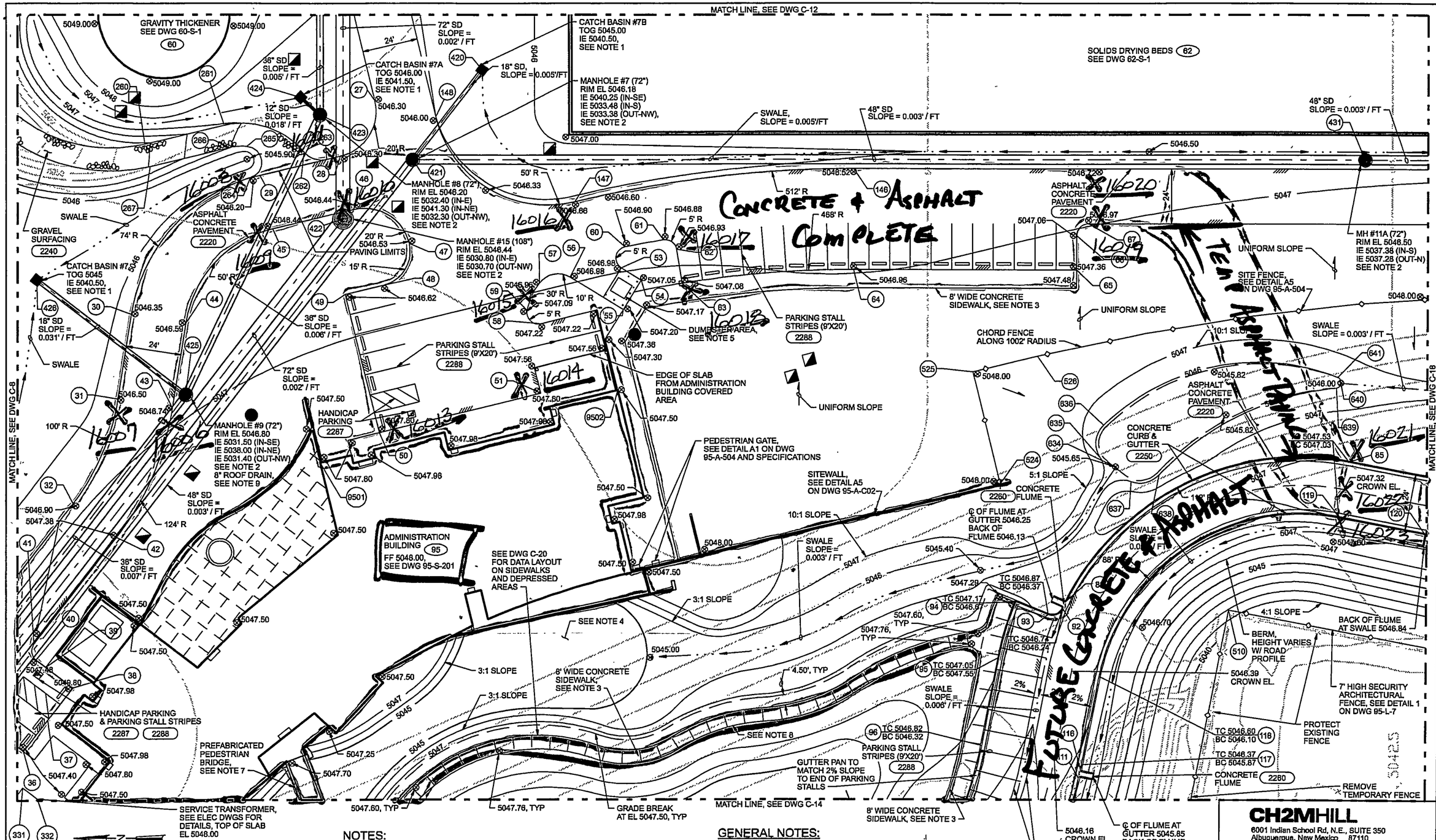
CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUMENTS
ALBUQUERQUE NEW MEXICO

TITLE: CIVIL

LOCATION AND GRADING PLAN

Design Review Committee | City Engineer Approval | Last Design Update | Mo./Day/Yr. | Mo./Day/Yr.

SHEET C-9



NOTES:

1. CATCH BASINS TO BE CITY OF ALBUQUERQUE STORM INLET SINGLE "D", DRAWING 2206.
2. MANHOLES TO BE CITY OF ALBUQUERQUE MANHOLE TYPE "E", DRAWING 2102 AND 2116 FOR VERTICAL DROP. MANHOLES WITH INSIDE DIAMETERS OVER 72 INCHES SHALL BE TYPE "C" PER CITY OF ALBUQUERQUE STANDARD DRAWING 2101.
3. CONCRETE SIDEWALK TO BE CITY OF ALBUQUERQUE STANDARD DRAWING 2430.
4. PROVIDE UNIFORM SLOPE
5. PROVIDE CONCRETE PAVEMENT FOR DUMPSTER PAD, LOCATE 9 GUARD POSTS AROUND CONCRETE AREA. 2230 2080
6. CONCRETE VALLEY GUTTER TO BE CITY OF ALBUQUERQUE STANDARD DRAWING 2421.
7. SEE SPECIFICATION SECTION 02852 FOR BRIDGE CONSTRUCTION.
8. SEE LANDSCAPE DRAWINGS FOR SIDEWALK SCORING AND SIDEWALK COLOR TREATMENT.
9. COORDINATE PLACEMENT OF 8" ROOF DRAIN IN MANHOLE WITH DRAWINGS

GENERAL NOTES:

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CONTRACTOR TO BLADE ROADS TO SUBGRADE AND COMPACT PRIOR TO

C-5 C-10 C-15
C-3 C-6 C-11 C-16
C-7 C-12 C-17
C-4 C-8 C-13 C-18
C-9 C-14
C-19

VERIFY SCALES
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0 1"

AS BUILT INFORMATION
CONTRACTOR / WORK STAKED BY / DATE
INSPECTOR / INSPECTIONS ACCEPTANCE BY / DATE
ENGINEER / VERIFICATION BY / DATE

BENCH MARKS
Albuquerque Metropolitan Flood Control Authority North
Diversion Channel Brass Cap Number 12-102, Brass
Cap set on concrete post projecting 0.4 feet above the ground.

SURVEY INFORMATION
FIELD NOTES

NO.	BY	DATE

ENGINEER'S SEAL

NO.	REMARKS	BY	DATE

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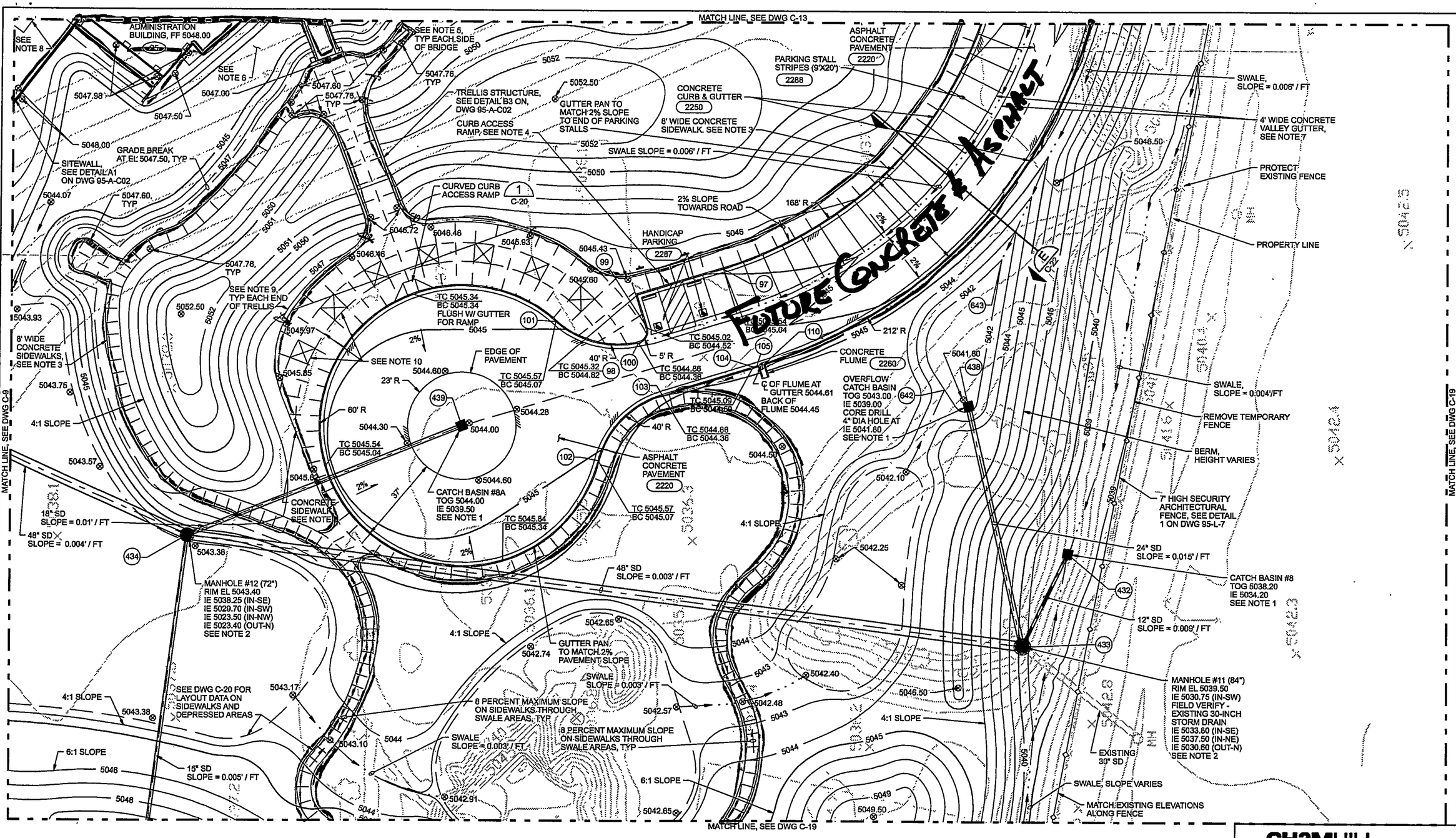
CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUME
ALBUQUERQUE NEW MEXICO

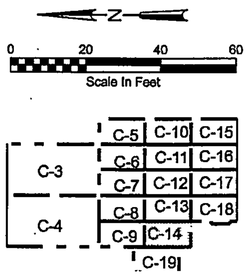
TITLE: CIVIL

LOCATION AND GRADING PLAN

Design Review Committee | City Engineer Approval | Last Design Update Mo/Day/Yr

SHEET C-13





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3. DRAWING 2101.

   CONCRETE SIDEWALK TO BE CITY OF ALBUQUERQUE
4. STANDARD DRAWING 2430.
5. TRANSITION ELEVATION ALONG SIDEWALK TO MATCH BRIDGE ELEVATION OF 5047.00 IN 20'.
6. PROVIDE UNIFORM SLOPE FROM EL 5045.00 TO EL 5044.07 THROUGH GRADED DEPRESSION.
7. CONCRETE VALLEY GUTTER TO BE CITY OF ALBUQUERQUE STANDARD DRAWING 2421.
8. SERVICE TRANSFORMER, SEE ELEC DWGS FOR DETAILS, TOP OF SLAB EL 5048.00.
9. LOCATE BANCO AT EACH END OF THE TRELLIS STRUCTURE, SEE DETAIL B4 ON DWG 95-A-C02.
10. SEE LANDSCAPE DRAWINGS FOR SIDEWALK SCORING, SIDEWALK COLOR TREATEMENT AND LOCATION OF TREE WELLS, TYP

GENERAL NOTES:

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CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUMENTS
ALBUQUERQUE NEW MEXICO

TITLE: CIVIL

LOCATION AND GRADING PLAN

Design Review Committee | City Engineer Approval | Mo/Day/Yr. | Mo/Day/Yr.

SHEET C-14

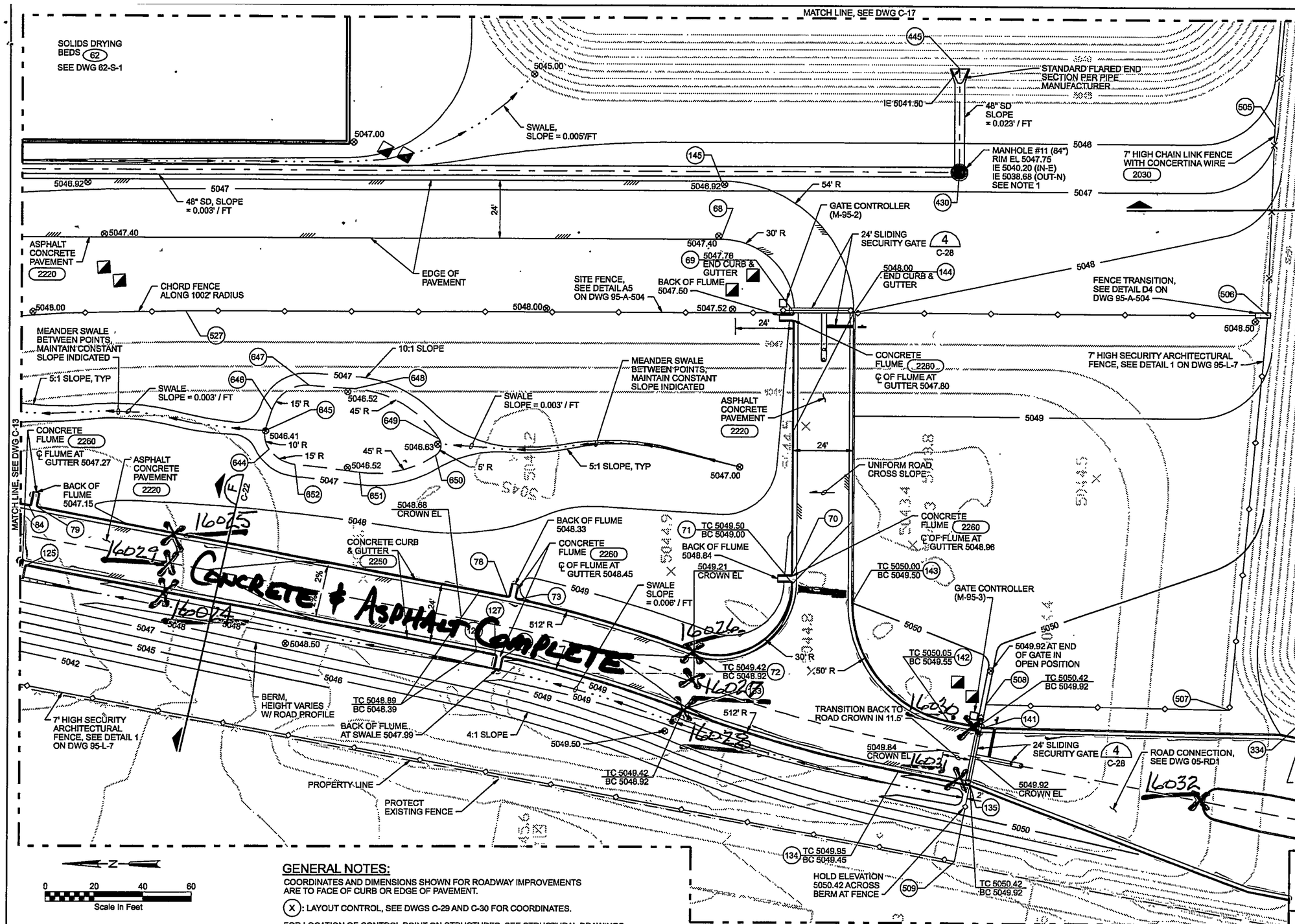
AS BUILT INFORMATION
CONTRACTOR / WORK STAKED BY / DATE
INSPECTOR'S / ACCEPTANCE BY / DATE
FIELD VERIFICATION BY / DATE
DRAWINGS CORRECTED BY / DATE
MICRO FILM INFORMATION
RECORDED BY / DATE

BENCH MARKS
Albuquerque Metropolitan Flood Control Authority North
Diversion Channel Brass Cap Number 12-1D2. Brass Cap set on concrete post projecting 0.4 feet above the ground. BM located 700 feet south of the Osuna Bridge over the North Diversion Channel, West Bank. Elev=5098.59 (NAV088), Northing=1511047.540, Easting=1534677.470 (NAD83

SURVEY INFORMATION
FIELD NOTES
NO. | BY | DATE

ENGINEER'S SEAL

NO. | DATE | REMARKS | BY
REVISIONS
DESIGN
DESIGNED BY JA NESSL
DRAWN BY LO GOOKIN
PROJECT NO. 175569.TP
DATE MARCH 2005



0 20 40 60
Scale In Feet

C-3	C-5	C-10	C-15
	C-6	C-11	C-16
	C-7	C-12	C-17
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	C-19		

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2. CONCRETE SIDEWALK TO BE CITY OF ALBUQUERQUE

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FIELD VERIFICATION BY	DATE

BENCH MARKS

Albuquerque Metropolitan Flood Control Authority North Diversion Channel Brass Cap Number 12-1D2, Brass Cap set on concrete post projecting 0.4 feet above the ground.

SURVEY INFORMATION
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NO.	BY	DATE	REMARKS	BY

ENGINEER'S SEAL

NO.	DATE

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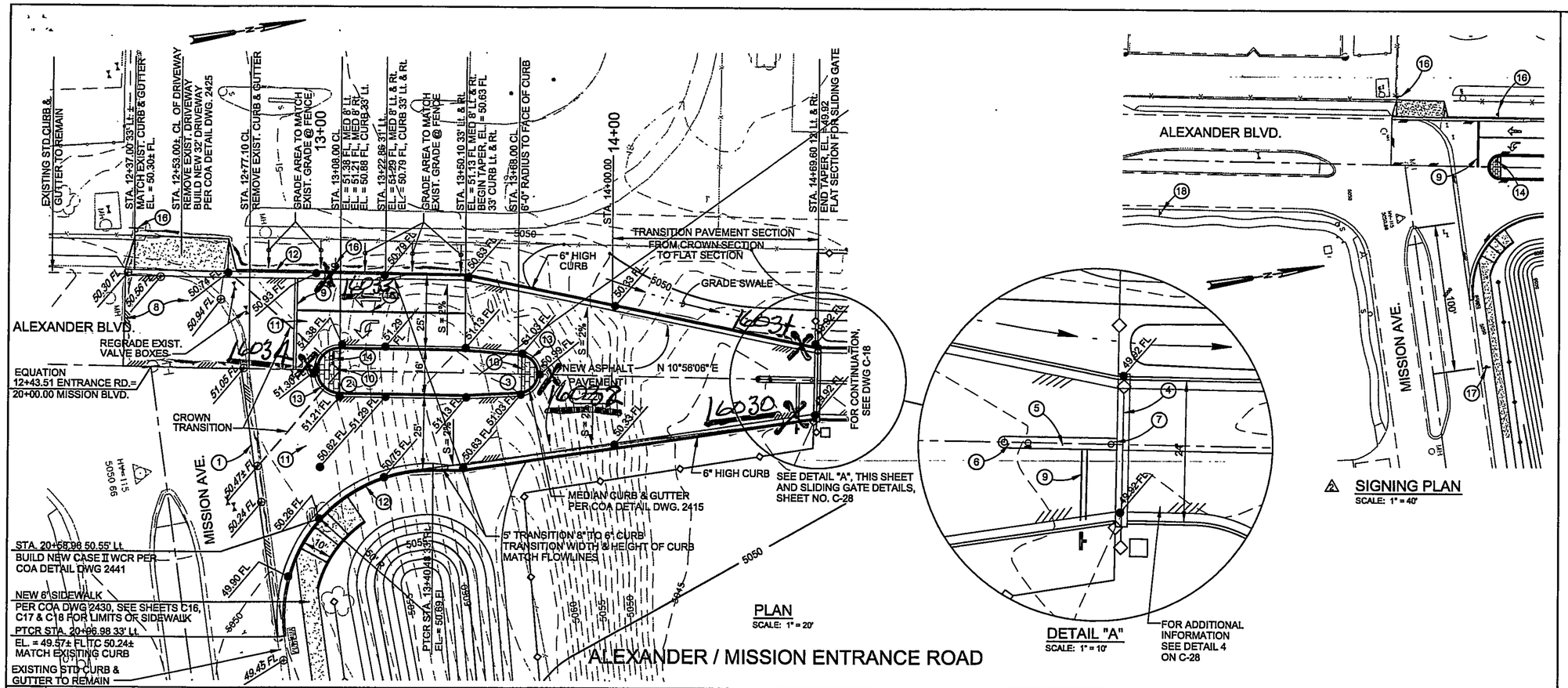
CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUMEI
ALBUQUERQUE NEW MEXICO

TITLE: CIVIL

LOCATION AND GRADING PLAN

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.

SHEET C-18



KEYED NOTES:

1. REMOVE AND DISPOSE EXISTING CURB & GUTTER TO LIMITS SHOWN. SAW CUT OR REMOVE BACK TO NEAREST EXPANSION JOINT
2. MEDIAN RADIUS POINT AT STA. 13+08.00 RADIUS = 8.0' TO FACE OF CURB
3. MEDIAN RADIUS POINT STA. 13+68.00 RADIUS = 6.0' TO FACE OF CURB
4. STA. 14+69.60 TO STA. 14+72.60 CONSTRUCT 3'-0"x 12" THICK FULL WIDTH FLAT GUTTER AT ELEV. = 49.92 FOR ROLLING GATE TO RUN ON, SEE SLIDE GATE DETAIL 2, SHEET NO. C-28.
5. CONSTRUCT MONOLITHIC CONCRETE ISLAND AS SHOWN, SEE CURB ISLAND DETAIL 5, SHEET NO. C-28.
6. ISLAND RADIUS POINT STA. 14+51.10 RADIUS = 1.0', TC ELEV. = 51.03 FL ELEV. = 50.53 USE GUARD POST -EXTERIOR DETAIL 2080
7. STA. 14+70.10 END ISLAND FL ELEV. = 49.92, TAPER CURB HEIGHT IN 2' IN ISLAND
8. REMOVE AND REPLACE ASPHALT PAVEMENT TO LIMITS SHOWN
9. 12" WIDE PAINTED WHITE STRIPE STOP BAR
10. INSTALL TEXTURED MEDIAN CONCRETE PAVEMENT AT NOSE OF MEDIAN PER COA STD. DWG. 2408. COLOR AS DIRECTED BY ENGINEER.
11. NEW PAVEMENT, SURFACE IS STRAIGHT GRADE BETWEEN LIP OF NEW GUTTERS AND EXISTING PAVEMENT.
12. STANDARD CURB & GUTTER (8" HIGH CURB) PER COA STD. DWG. 2415A.
13. PAINT VERTICAL SURFACE AND TOP OF CURB OF MEDIAN NOSE YELLOW.
14. FURNISH AND INSTALL STOP SIGN, R1-1
15. 4" PAINTED SOLID WHITE STRIPE & PAINTED WHITE DIRECTIONAL ARROWS AS SHOWN
16. FURNISH AND INSTALL STOP SIGN, R1-1 WITH W4-4P-48 B/W, "CROSS TRAFFIC DOES NOT STOP"
17. FURNISH AND INSTALL TURN SIGN, W1-1L-30
18. EXISTING TURN SIGN, W1-1R-30, TO REMAIN

AS BUILT INFORMATION

CONTRACTOR / WORK STAKED BY / DATE
INSPECTORS / FIELD STAKE BY / DATE
VERIFICATION BY / DATE
DRAWINGS CORRECTED BY / DATE

MICRO FILM INFORMATION
RECORDED BY / DATE

BENCH MARKS

Albuquerque Metropolitan Flood Control Authority North	
Diversion Channel Brass Cap Number 12-1D2. Brass Cap set on concrete post projecting 0.4 feet above the ground.	
BM located 700 feet south of the Osuna Bridge over the North Diversion Channel, West Bank. Elev=5098.59 (NAVD88),	
Northing=1511047.540, Easting=1534677.470 (NAD83 New Mexico state plane coordinates	

SURVEY INFORMATION / FIELD NOTES

NO.	BY	DATE

ENGINEER'S SEAL

NO.	DATE	REMARKS	BY

REVISIONS

DESIGN
DESIGNED BY R. LOVATO — PROJECT NO. 175569.TP
DRAWN BY P. RAMIREZ — DATE MARCH 2005

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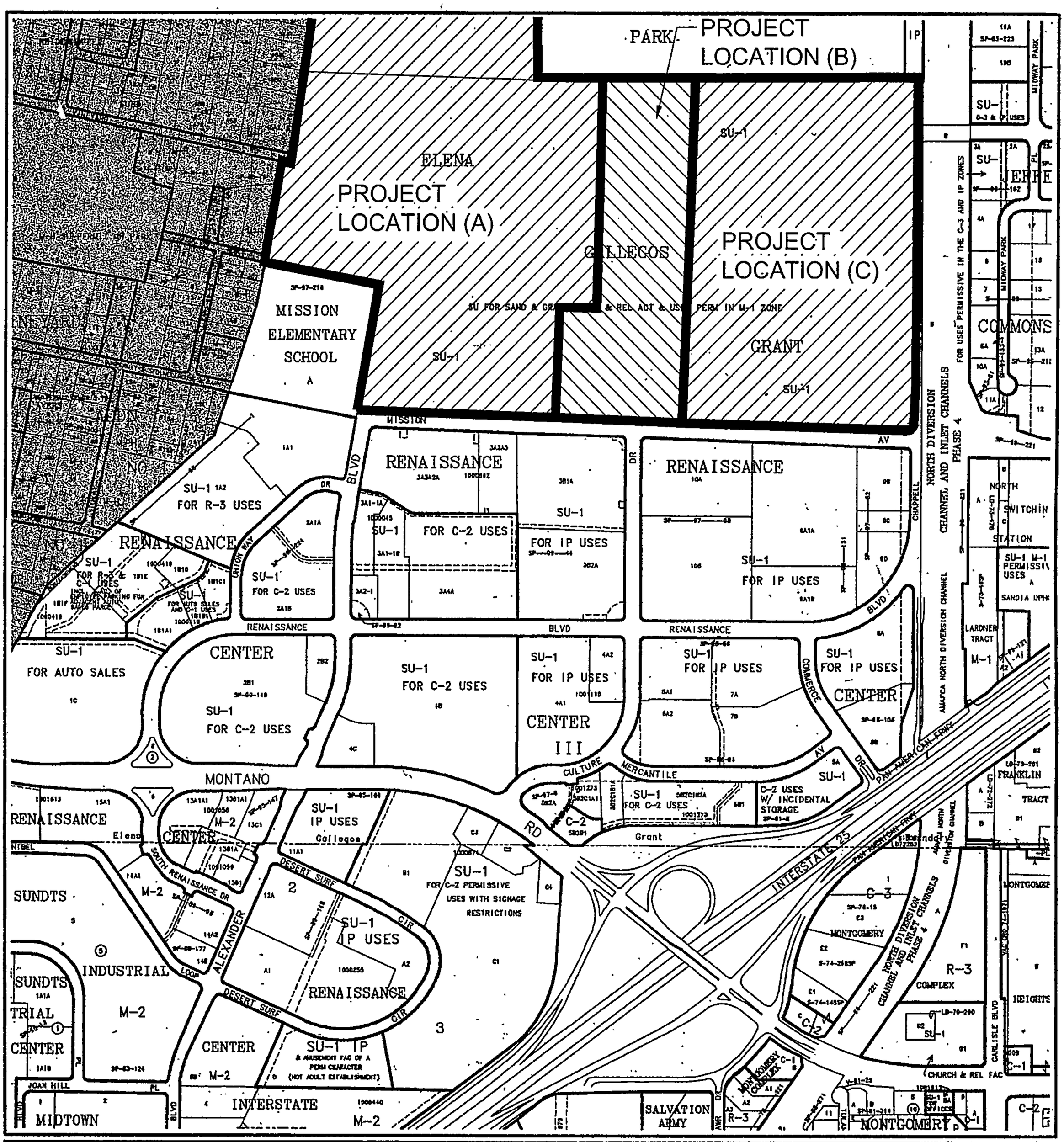
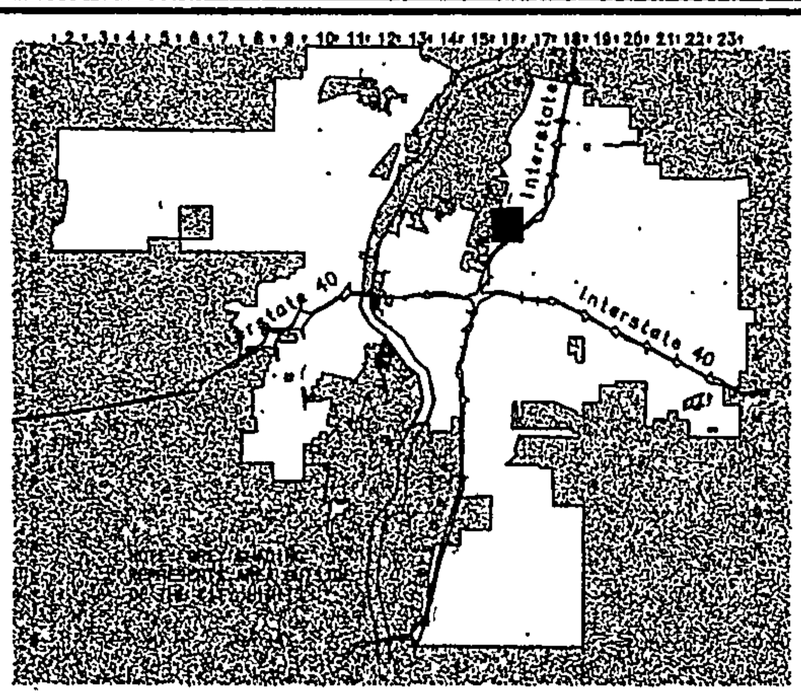
CITY OF ALBUQUERQUE
WATER TREATMENT PLANT - CONFORMED DOCUMENTS
ALBUQUERQUE NEW MEXICO

TITLE: CIVIL
ALEXANDER / MISSION ENTRANCE ROAD PLAN & PROFILE

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.
SHEET RD-1				





CITY OF Albuquerque

Albuquerque Geographic Information System

PLANNING DEPARTMENT

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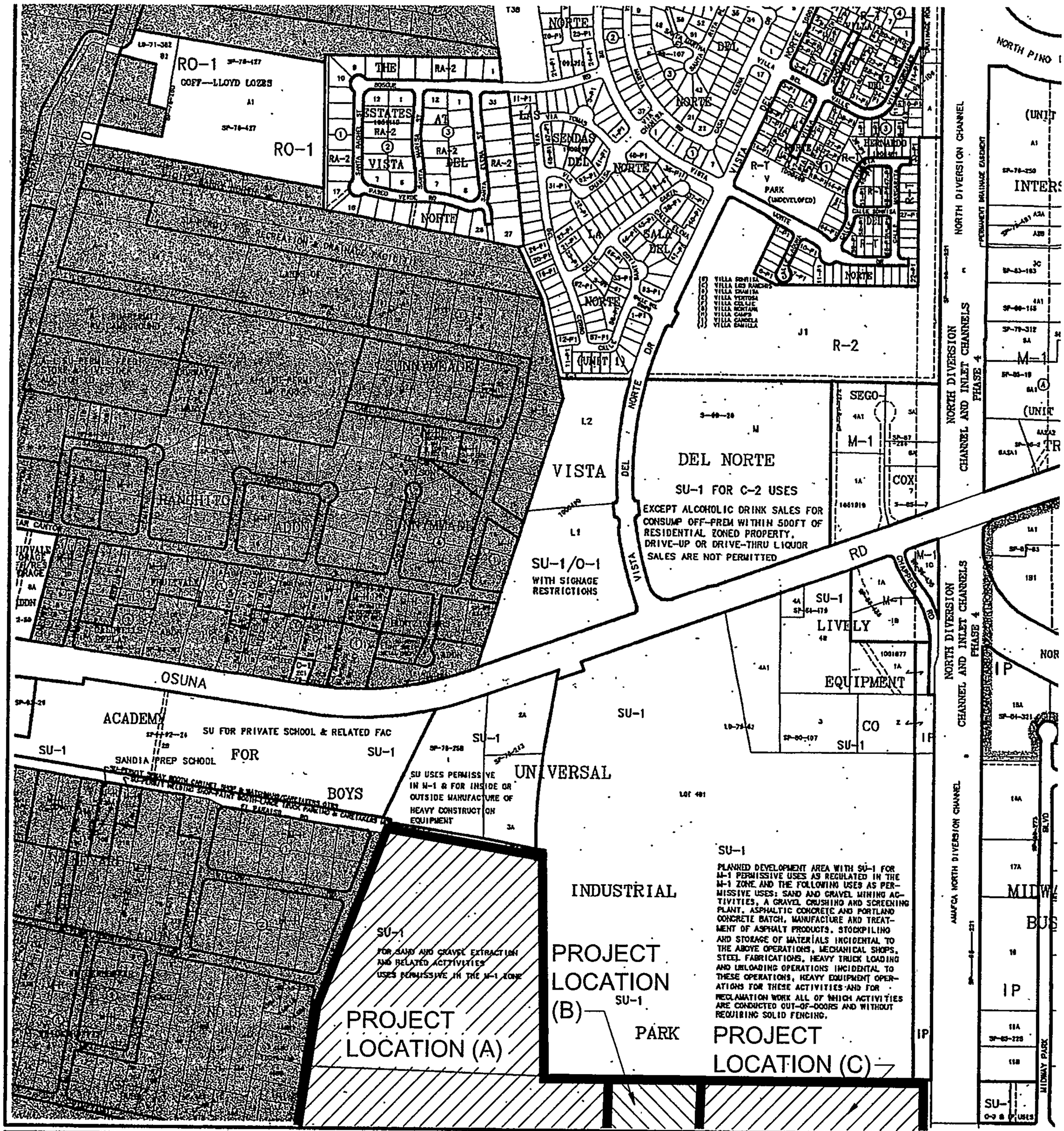
Zone Atlas Page

F-16-Z

Map Amended through January 21, 2003

ATTACHMENT B



ATTACHMENT A