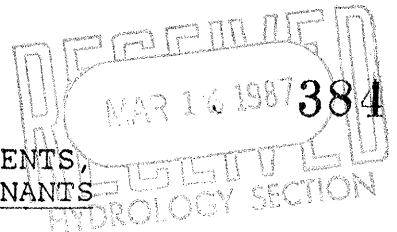


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K-21 / D 20

DECLARATION OF RECIPROCAL EASEMENTS,
CONDITIONS AND RESTRICTIVE COVENANTS



THIS DECLARATION OF RECIPROCAL EASEMENTS, CONDITIONS AND RESTRICTIVE COVENANTS is made as of this 30th day of January, 1987, by FURR'S CAFETERIAS, INC., a Texas corporation ("Furr's"), authorized to conduct business in New Mexico, whose address is 6901 Quaker Avenue, Lubbock, Texas 79413.

RECITALS:

A. Furr's is the owner in fee of two certain contiguous parcels of land located in the City of Albuquerque, Bernalillo County, New Mexico herein referred to as "Parcel 1" and "Parcel 2," each of which is described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto;

B. Buildings are planned for Parcel 1 and Parcel 2 within the areas on Parcel 1 and Parcel 2 depicted on Exhibit "B" as "Building Area";

C. Parcel 1 and Parcel 2 (herein sometimes referred to collectively as the "Development" or the "Parcels" and individually as a "Parcel") are contiguous;

D. Development Common Area is hereby defined as the Green Belt, Drainage Ditch, Water Loop, Fence, and Park and/or Median Improvement (until such time that the City assumes responsibility for maintenance of the Park and/or Median Improvement) depicted on Exhibit "B";

E. Parcel 1 Common Area is that portion of Parcel 1 which is not included within the Building Area depicted on Exhibit "B" attached hereto;

F. Parcel 2 Common Area is that portion of Parcel 2 which is not included within the Building Area depicted on Exhibit "B" attached hereto (Parcel 1 Common Area, Parcel 2 Common Area and Development Common Area are referred to in this Declaration, collectively, as the "Common Areas");

G. Furr's by this Declaration intends to impose and establish easements, conditions and restrictive covenants for: (i) utilities, common use, parking, and ingress and egress in, to, under, across and upon the Parcel 1 Common Area and Parcel 2 Common Areas and (ii) payment of taxes and the cost of maintaining, repairing and insuring the Common Areas of the Development;

NOW THEREFORE, easements, conditions and restrictive covenants are hereby established, imposed and declared upon the Development as follows:

1. Grant of Parking, Access and Driveway Easements. There is hereby granted and declared for the mutual and reciprocal benefit of the Parcel 1 and Parcel 2 and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners (as hereinafter defined) of the Parcels, their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, a permanent nonexclusive easement and right to use the entire parking areas and common facilities areas in the Development intended for common use, which areas are defined above and hereinafter referred to as the "Parcel 1 Common Area and Parcel 2 Common Area." The rights encompassed within this grant shall include the right to use and enjoy all entrances, exits, driveways, parking areas, walks, service drives, directional signs

and lighting facilities located within the Parcel 1 Common Area and Parcel 2 Common Area for the purposes for which they are intended and such additional parking and common facilities as may now or hereafter be established and constructed upon any portion of the Development.

2. Grant of Utility Easements.

(a) Utility Services and Easements. There are hereby granted and declared for the mutual and reciprocal benefit of Parcel 1 and Parcel 2 and all parts thereof, and for the mutual and reciprocal benefit of the present and future Owners of the Parcels, their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees and invitees, nonexclusive easements in, to, over, under and across the Parcel 1 Common Area and Parcel 2 Common Area and the Development Common Area for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains and other surface drainage, water and gas mains, electrical power lines, coaxial cables, telephone lines and other utility lines, all of such sewers, drains, mains and lines to serve (i) the Parcels and (ii) the Common Areas and for use in common with other parties. All utility lines shall be underground.

(b) Location of Easements. The specific location of all easements described in this § 2 shall require the prior written approval of the Owner in, to, over, under or across whose property the same is to be located. If requested by any utility company or any Owner, upon completion of construction of such utility facilities, the Owner(s) of the Parcel(s) affected thereby shall join in the execution of an agreement, in recordable form, appropriately identifying the type and location of such utility facilities.

(c) Installation, Maintenance and Repair. The grantee of any easement described in this § 2 shall be responsible, as between the grantor and the grantee thereof, for the installation, maintenance and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed pursuant to such grant. All such maintenance and repair shall be performed only after two weeks' notice to the grantor of the grantee's intention to do such work, except in the case of emergency. All such work shall be done and the affected property shall be restored to its prior condition without cost or expense to the grantor and in such manner as to cause as little disturbance in the use of the respective Common Area as may be practicable under the circumstances.

(d) Relocation. At any time, the grantor of any easement granted under this § 2 shall have the right to relocate on the land of the grantor all such sewers, drains, pipes, conduits, mains and lines and related equipment then located on the land of the grantor, provided that such relocation shall be performed only after 30 days notice of the grantor's intention to so relocate shall have been given to the grantee, and such relocation: (i) shall not interfere with or diminish the utility services to the grantee; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility; and (iii) shall be performed without cost or expense to grantee. Notwithstanding such relocation, maintenance shall be the obligation of the grantee. If, however, there shall be any material increase in such cost, the grantor shall bear such increase.

3. Building Areas.

(a) General Limitation. No Owner or lessee of either of Parcel 1 or Parcel 2, or any portion thereof, may vary from any requirement of the Site Development Plan attached hereto as Exhibit "B" without the express written consent of all Owners.

(b) Location, Minor Encroachments. Except for improvements which are part of the Parcel 1 Common Area and Parcel 2 Common Area, no buildings or structures shall be constructed or located upon any portion of the Development except within the areas depicted on Exhibit "B" as "Building Area." Any Owner may, however, construct, install, repair, remove, replace and maintain sidewalks, walkways, canopies and marquees (with signs which may be affixed thereto) which may encroach a distance not to exceed 3' upon or over, as the case may be, the Parcel 1 Common Area or Parcel 2 Common Area contiguous to its Building Areas.

(c) Limitation of Size. Notwithstanding any other provision of this Declaration, all buildings or improvements on Parcel 1 and Parcel 2 must be constructed within the Building Area marked on Exhibit "B." The Owner of neither parcel shall vary from this requirement without the prior written consent of the Owner(s) of the other parcel, said consent not to be unreasonably withheld; provided that all necessary City licenses, permits and/or approvals are obtained for any such variance.

(d) Easement for Minor Encroachments. Each Owner hereby grants to the other Owners the nonexclusive right: (i) to install, maintain and repair footings and underground supports which extend not more than 3 feet beyond the boundaries of its respective Building Area without approval of any other Owner(s), and (ii) to install, maintain and repair such minor above-ground encroachments as are shown on the final exterior plans of each Owner's improvements, provided such encroachments have been approved by each other Owner and provided such above-ground encroachments do not extend more than three feet beyond the boundaries of its respective Building Area.

4. Parking Areas. On each of Parcel 1 and Parcel 2, whether

6. Special Promotional Events. Notwithstanding any other provision of this Declaration, the Common Areas may be used for special promotional events and for outdoor sales areas provided that all necessary City licenses, permits and/or approvals are obtained. Such use shall not, however, (a) unreasonably interfere with the operations of the Development, or (b) materially disrupt the traffic flow in the Development, or (c) materially reduce the number of parking spaces provided on a Parcel.

7. Temporary Use of Common Areas During Construction and for Maintenance and Repair. In connection with work performed within the Building Areas, incidental encroachments upon the Parcel 1 Common Area and Parcel 2 Common Area as a result of the use of ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of portions of Parcel 1 Common Area and Parcel 2 Common Area shall be permitted so long as their use shall be kept within the reasonable requirements of construction or maintenance and repair work expeditiously pursued. Parcel 1 Common Area and Parcel 2 Common Area may be used for ingress and egress of vehicles transporting construction materials, equipment and persons employed in connection with any work provided for herein and for the temporary storage of material and vehicles being used in connection with such construction, subject to all of the other terms of this Declaration.

8. Barriers and Traffic Control. Except as provided in § 7 above, no walls, fences or barriers of any kind shall be constructed or maintained in the Parcel 1 Common Area or Parcel 2 Common Area, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein or the free access and movement, including without limitation pedestrian and vehicular traffic, between the Parcels. Reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may, however, be installed, so long as access driveways to the parking areas in the Development shall not be closed or blocked and the traffic circulation pattern of the Parcel 1 Common Area and Parcel 2 Common Area as depicted on Exhibit "B" shall not be changed or affected in any way, without the prior written approval of all other Owners.

9. No Easements Beyond Development. No Owner shall grant any of the easements granted herein for the benefit of any property not within the Development or for the benefit of any person or entity who or which shall not then be an Owner, without the prior written consent of every other Owner, which consent may be withheld in the sole discretion of each Owner.

10. Definitions.

(a) Owner. For the purposes of this Declaration, "Owner" shall mean any person or entity who or which is the record owner of fee simple title to a Parcel or any portion thereof which is part of the Development.

(b) Other definitions. All definitions set forth in the Recitals to this Declaration are hereby incorporated by reference as if fully set forth in this subsection.

11. Parcel 1 Common Area and Parcel 2 Common Area Repair, Maintenance, Taxes and Insurance. The Owner of each Parcel, or any portion thereof, shall at all times cause: (a) the Common Areas on its Parcel, or portion thereof, to be continually repaired and

maintained in a safe, sightly and serviceable condition, which repair and maintenance shall include cleaning, lighting, painting, striping, landscaping, removing garbage, trash, obstructions, snow, water and ice, repairing and servicing the parking areas, curbs, walks, driveways, utilities and drainage facilities, directional signs and lighting facilities as necessary from time to time; (b) the real estate taxes and assessments assessed against the Common Areas on its Parcel, or portion thereof, to be paid before any penalty or late charge is payable with respect thereto; and (c) comprehensive liability insurance on the Common Areas on its Parcel, or portion thereof, to be maintained in the amount of (i) at least \$1,000,000 with respect to bodily injury or death to any one person, (ii) at least \$2,000,000 with respect to bodily injury or death arising out of any one accident and (iii) at least \$1,000,000 with respect to property damage arising out of any one occurrence. Said policies shall name all of the Owners as additional insureds. All such insurance policies shall be issued by an insurer of recognized responsibility. Certificates of such insurance shall be delivered to each other Owner within 30 days of the date of this Declaration and thereafter not less than 15 days before the expiration date of the expiring policy. Any policy shall, however, provide that it shall not be cancelled or materially amended without at least 30 days' prior written notice to all Owners.

* See Page 11.

~~12. Development Common Area Repair and Maintenance. Each Owner shall at all times cause, and be responsible for, the Development Common Area to be continually maintained in a safe and sightly condition as set forth in this § 12. The Green Belt shall be maintained by the Owner(s) of Parcel 1, who shall periodically, but not less than once a year, submit a statement of expenses incurred for the upkeep of the Green Belt. The expenses shall include, but not be limited to, mowing, edging, and watering said area. The Owner(s) of Parcel 1, or any portion thereof, shall be responsible for 50% of the maintenance costs of the Green Belt and the Owner(s) of Parcel 2, or any portion thereof, shall be responsible for 50% of the maintenance costs of the Green Belt. Notwithstanding the foregoing, the Drainage Ditch shall be the responsibility of the State of New Mexico and no obligations for its maintenance are assumed by the Owners, and the Park and/or Median Improvement shall be the responsibility of the Owner(s) only until such time as the City assumes responsibility for maintenance of the Park and/or Median Improvement.~~

13. Failure to Perform. If any Owner shall fail to perform its obligations under § 12, any other Owner may send notice to the Owner which failed to perform setting forth the obligation which such Owner has failed to perform. If such obligation shall not be performed within 30 days after such notice (unless such Owner shall have commenced to perform the same within such period and shall be diligently proceeding to perform the same), any other Owner, upon 10 days' prior written notice to the Owner who failed to perform, shall have the right to perform the same. An Owner shall not be deemed to have failed to perform its obligations hereunder for so long as such performance is prevented by strikes, lockouts, inability to procure materials, power failures, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of the Owner. Lack of funds shall not, however, be deemed a cause beyond the control of the Owner.

If the failure to perform any repair or maintenance shall cause an emergency, or performance of such repair or maintenance shall be necessary to prevent or relieve an emergency, the notice required to

be given hereunder need only be such responsible notice, if any, as shall be warranted by the nature of the specific condition involved.

If an Owner performs any of the obligations of another Owner who fails to perform as aforesaid, the Owner so performing, in addition to any other remedies it may have, shall be reimbursed by the nonperforming Owner within 30 days of presentation of the appropriate statement therefor, failing which, in addition to all other remedies it may have, the Owner so performing shall have and is hereby granted a lien against the real property and improvements which are part of the Parcel owned in whole or in part by the nonperforming Owner for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 15% per year or the highest rate permitted by law, whichever is lower, and for costs and attorney fees related to the enforcement of this Declaration or foreclosure of the lien granted by this Declaration. Such lien shall be junior and subordinate to the interests of all mortgagees, beneficiaries of deeds of trust, lessees and sublessees of the affected property, irrespective of when their interests attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction. The redemption period after any such foreclosure sale shall be one month in lieu of nine months. The maximum lien in favor of any Owner under this Declaration shall not exceed \$150,000.00.

14. Buildings; Building Areas.

(a) Maintenance of Buildings. Each Owner shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance with a first-class development, all buildings (including but not limited to loading docks, truck facilities and compactor areas) located on its respective Parcel, or portion thereof.

(b) Maintenance of Vacant Building Areas. Until such time as buildings or improvements are constructed on a Building Area, each Owner shall take or cause to be taken such measures as may be necessary to control weeds, blowing dirt, sand and similar matters with respect to the undeveloped Building Area located on its Parcel, or portion thereof. On or before two years after the beginning of construction on either of the Parcels, each Owner having unimproved Building Area on its Parcel, or portion thereof, shall at its expense grade and landscape such area so that such area shall be visually harmonious with the remainder of the Development.

(c) Insurance on Buildings; Restoration. Upon the start of construction on its respective Parcel, or portion thereof, each Owner shall keep, or cause to be kept, all improvements in the Building Area of its Parcel, or portion thereof, insured against loss or damage by fire, windstorm, hail, explosions, damage from aircraft and vehicles and smoke damage and such other risks as are from time to time included in "extended coverage" endorsements in New Mexico, in amounts sufficient to restore the same to or replace them with buildings and improvements of comparable size and of at least the quality thereof as originally designed.

(d) Waiver of Subrogation. Each Owner of a Parcel, or any portion thereof, for itself, and, to the extent it is legally possible for it to do so, on behalf of its fire and extended coverage insurer, hereby releases the other Owners and their respective tenants and occupants from any liability for (i) all loss or damage to the property of each Owner and its respective tenants

and occupants located upon or in the Development, (ii) all loss or damage to buildings or other improvements in the Development or the contents thereof, and/or (iii) all other direct or indirect loss or damage caused by fire or other risks, which loss or damage under § 11 and/or subparts (i), (ii) and/or (iii) of this subsection is of the type generally covered by standard fire and extended coverage insurance in New Mexico. Each Owner shall, to the extent such an insurance endorsement is available, obtain for the benefit of the other Owners and their respective tenants and occupants a waiver of any right of subrogation which the fire and extended coverage insurer of such Owner may acquire against the other Owners and their respective tenants and occupants by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance, and shall have no effect to the extent that it shall diminish, reduce or impair the liability of any insurer or the scope of any coverage under any policy applicable to any portion of the Development or any buildings therein.

(e) Rebuilding. The Owner of each Parcel, or any portion thereof, shall promptly, at its cost, rebuild all buildings and improvements which are destroyed or damaged by fire or other cause on its Parcel or portion thereof, or shall clear and maintain the resulting vacant Building Area according to Paragraph 14(b) above.

(f) Failure to Perform. If an Owner shall fail to perform its obligations under this § 14, upon 30 days' prior written notice from any other Owner, the other Owners, or any of them, may perform such obligations and shall be entitled to reimbursement from the nonperforming Owner for their expenses in connection therewith, including reasonable attorneys' fees. Further, if an Owner performs any of the obligations of another Owner who fails to perform as aforesaid, the Owner so performing, in addition to any other remedies it may have, shall be reimbursed by the nonperforming Owner within 30 days of presentation of the appropriate statement therefor, failing which, in addition to all other remedies it may have, the Owner so performing shall have and is hereby granted a lien against the real property and improvements which are part of the Parcel owned in whole or in part by the nonperforming Owner for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 15% per year or the highest rate permitted by law, whichever is lower, and for costs and attorney fees related to the enforcement of this Declaration or foreclosure of the lien granted by this Declaration. Such lien shall be junior and subordinate to the interests of all mortgagees, beneficiaries of deeds of trust, lessees and sublessees of the affected property, irrespective of when their interests attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction. The redemption period after any such foreclosure sale shall be one month in lieu of nine months. The maximum lien in favor of any Owner under this Declaration shall not exceed \$150,000.00.

15. Pylon Sign.

(a) Parcel 1. If permitted by law, the Owner of Parcel 1, or the portion thereof on which the sign pylon is shown on Exhibit "B," shall, at its sole expense, erect and maintain a sign pylon in the approximate location shown on Exhibit "B." The Owner of Parcel 1, or any portion thereof, shall have the right, at its expense, to place (i) its sign (if all of Parcel 1 is owned by a

single Owner) or the sign of the major occupant of Parcel 1 in the most prominent position on the sign pylon, and (ii) a sign of one or more of the occupants of Parcel 1 on the pylon sign, but only in the position following that permitted the Owner of Parcel 2, or any portion thereof, described in the next succeeding sentence. The Owner of Parcel 2, or any portion thereof, shall have the right, at its expense, to place on the sign pylon its sign (if all of Parcel 2 is owned by a single Owner) or such other sign of the major occupant of Parcel 2 in the second most prominent position as described in this subsection (a), above. The monument sign as shown on Exhibit "B" shall be for the sole use of the Owner(s) of Parcel 1.

(b) Maintenance. Each Owner shall, at its sole expense, maintain and repair its sign(s). The cost of the repair and maintenance of the sign pylon shall be shared by the Owners of Parcel 1 and Parcel 2, or any portion of either Parcel, in proportion to the square footage of sign area of each Owner (or of the occupants of each Parcel) located, from time to time, on the sign pylon.

(c) Design Approval. The size and design of any sign on the sign pylon shall receive the prior written approval of each Owner. The Owners shall, however, be deemed to have approved the design of any sign which is, at the time of its installation, customarily used by the party requesting approval.

(d) Parcel 2. If permitted by law, the Owner of Parcel 2, or the portion thereof on which the sign pylon is shown on Exhibit "B," shall, at its sole expense, erect and maintain a sign pylon in the approximate location shown on Exhibit "B." The Owner of Parcel 2, or any portion thereof, shall have the right, at its expense, to place (i) its sign (if all of Parcel 2 is owned by a single Owner) or the sign of the major occupant of Parcel 2 in the most prominent position on the sign pylon, and (ii) a sign of one or more of the occupants of Parcel 2 on the pylon sign, but only in the position following that permitted the Owner of Parcel 1, or any portion thereof, described in the next succeeding sentence. The Owner of Parcel 1, or any portion thereof, shall have the right, at its expense, to place on the sign pylon its sign (if all of Parcel 1 is owned by a single Owner) or such other sign of the major occupant of Parcel 1 in the second most prominent position as described in subsection 15(a), above.

(e) Variance from Requirements. Notwithstanding any provision of this § 15 to the contrary, any of the requirements of this § 15 may be waived by an agreement in writing, signed by all Owners.

16. Employee Parking. Each of the Owners shall cause its employees (and the employees of its tenants and subtenants) to refrain from parking in the prime customer parking areas of the Development. Prime parking areas are those areas nearest the main entrances of the various buildings.

17. Use Restrictions. Without the prior written consent of all other Owners which shall not be unreasonably withheld, Parcel 1 shall be used, if at all, only for the construction, operation and maintenance thereon of a retail shopping center, financial institution, restaurant, any other uses customarily found in connection with a retail shopping center, and related facilities, and for common areas relating and necessary to the operation of the foregoing. The Parcels and any portion thereof shall not be used

for warehousing (other than the temporary storage of fixtures and equipment by an occupant of a Parcel), industrial, manufacturing, except for the storage and/or manufacture of such goods as are required as a necessary incident to the conduct of a retail shopping center, financial institution, restaurant, any other uses customarily found in connection with a retail shopping center, and related facilities situated on a Parcel.

18. Termination, Amendment, Alteration or Modification. This Declaration may be terminated, amended, altered or modified at any time by an instrument in writing executed and acknowledged by all Owners. Such instrument then shall be recorded in the Office of the County Recorder of Bernalillo County, New Mexico.

19. Mortgages and Deeds of Trust Subordinate to Declaration. Except as provided in §§ 13 and 14, all mortgages and deeds of trust encumbering all or any portion of the Development shall at all times be junior and subordinate to this Declaration. All mortgages and beneficiaries of deeds of trust acquiring title to all or any portion of the Development by foreclosure, deed in lieu of foreclosure or otherwise shall acquire title thereto subject to all of the terms of this Declaration.

20. Eminent Domain. If there shall be a taking, requisition or sale of all or any part of the Development by or on account of any actual or threatened eminent domain proceeding ("Condemnation"), the award paid by the condemning authority shall be allocated among all Owners. (a) If any portion of a Parcel shall be taken as a result of a Condemnation which shall make the continued reasonable use of the remainder thereof owned by a particular Owner impractical, or (b) if all of a Parcel shall be taken by Condemnation, each affected Owner may by written notice to all other Owners, recorded in the Office of the Bernalillo County Recorder, terminate for itself, its successors and assigns, all of its rights and obligations under this Declaration. Said right of termination may be exercised only after 30 days' prior written notice thereof shall have been given to all other Owners and to all holders of recorded first mortgages and first deeds of trust encumbering the Development.

21. No Dedication to Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Development to the general public or for any public use or purpose whatever. This Declaration is for the exclusive benefit of all Owners and their successors, assigns, mortgagees, beneficiaries of deeds of trust, tenants, customers and invitees, and that nothing in this Declaration shall confer any rights or remedies upon anyone else. The Owners have the right from time to time to close all or any portion of the Development to such extent as may be necessary to prevent a dedication thereof to the public or the accrual of any rights in any person or entity not expressly granted rights hereunder.

22. Approvals. Upon request by an Owner for approval under this Declaration, such Owner shall within 30 days of such request for approval notify in writing the party making such request of any objections thereto (such objections to be specifically stated). The requesting party may within 15 days thereafter resubmit to the appropriate Owner its request for approval rectifying any such objections. The objecting Owner shall then have an additional 15 days after receipt of said revisions to approve or disapprove same. Failure to give written notice of

disapproval within such periods shall constitute approval thereof. Whenever in this Declaration an Owner is given the right to approve or disapprove in its sole discretion, it may disapprove without specifying the reason(s) therefor.

23. Arbitration. All disputes arising under this Declaration including without limitation those arising from lack of approval, or controversies or disagreements between Owners arising from the interpretation or application of this Declaration shall, at the request of any party to such dispute, be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or any successor organization. All judgments upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in any such arbitration shall be entitled to reimbursement for its reasonable attorneys' fees and expenses in connection therewith.

24. Easements Run With Land. All easements, conditions, undertakings, obligations, rights, privileges, restrictions and covenants contained in this Declaration shall run with and against the land so described and shall, except to the extent otherwise specifically provided in this Declaration, be a benefit thereto and a burden thereon. Any one or more of the Parcels may hereafter be subdivided into one or more separate parcels. In such event, except as otherwise herein expressly provided, the terms of this Declaration shall continue to apply to and benefit and burden the subparcels of the Parcels, or any one or more of them, and to create the same easements, conditions, undertakings, obligations, rights, privileges, restrictions and covenants as between and among such subparcels as are herein created with respect to Parcel 1 and Parcel 2.

25. Successors. This Declaration shall be binding upon and inure to the benefit of each Owner, its successors and assigns. Each Owner, from time to time, shall be liable in money damages and subject to an action for specific performance only for breaches of or failures to perform the undertakings contained in this Declaration occurring during its respective period of ownership of a Parcel, or portion thereof. Each successor in title to any of the Parcels or portion thereof shall, however, be subject only to an action for specific performance with respect to breaches of or failures to perform the undertakings hereunder which shall have occurred during the ownership of any predecessor in title.

26. Term. The easements, conditions and restrictive covenants established by this Declaration shall commence as of the date this Declaration is recorded in the Office of the County Recorder of Bernalillo County, New Mexico and shall be a covenant running with the land.

27. Notice. Any notice, demand, request, consent, approval, designation or other communication made under this Declaration by one Owner to any other Owner shall be in writing and shall be given, made or communicated by personal delivery or by United States registered or certified mail, return receipt requested, addressed to the addresses set forth in the deed(s) granting an interest in the Parcels to such other Owners. Each Owner shall have the right to designate a different address by notice similarly given to all other Owners.

28. Paragraph Headings. Paragraph headings are used herein solely as a matter of convenience and are not a part of the terms of this Declaration nor are they relevant to the meaning of the content of the paragraphs of this Declaration. The terms "easement," "condition" and "restrictive covenant" shall each include the others where appropriate to accomplish the intent of the parties to grant rights and restrict uses as indicated in this Declaration.

29. Governing Law. The laws of New Mexico shall govern the interpretation, validity and enforceability hereof.

30. Invalid Provisions to Affect No Others. If any clause or provision herein contained is held unlawful, such clause or provision shall be stricken as though not herein contained, and the remainder of this Declaration shall remain in full force and effect.

31. Time. Time is of the essence in this Declaration.

IN WITNESS WHEREOF, Furr's Cafeterias, Inc., has executed this Declaration as of the day and year first above written.

FURR'S CAFETERIAS, INC.

By Donald W. Fritz
Its Chairman & Chief Executive Officer

STATE OF TEXAS)
) ss.
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 30th day of January, 1987, by Don W. Fritz, Chairman & Chief Exec. Officer of Furr's Cafeterias, Inc., a Texas corporation, on behalf of the corporation.

Mary Lou Singleton
Notary Public

My commission expires:

4-13-88

1407B

STATE OF NEW MEXICO
COUNTY OF LUBBOCK
1987 MAR 10 AM 10:13
15461A-384-406
Susan

- *
12. Development Common Area Repair and Maintenance. Each owner shall at all times cause, and be responsible for the Development Common Area to be continually maintained in a safe and sightly condition as set forth in this §12. The Development Common Area shall be maintained by the Owner(s) of Parcel 1, who shall periodically, but not less than once a year, submit a statement of expenses incurred for the upkeep of the Development Common Area. The expenses shall include, but not be limited to, mowing, edging, and watering said area. The Owner(s) of Parcel 1, or any portion thereof, shall be responsible for 50% of the maintenance costs of the Development Common Area and teh Owner(s) of Parcel 2, or any portion thereof, shall be responsible for 50% of the maintenance costs of the Development Commpn Area. Notwithstanding the foregoing, the Drainage Ditch shall be the responsibility of the Owner(s) only until such time as the State of New Mexico assumes responsibility for maintenance of the Drainage Ditch, and teh Park and/or Median Improvement shall be the responsibility of the Owner(s) only until such time as the City assumes responsibility for maintenance of the Park and/or Median Improvement.

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103



KEN SCHULTZ
MAYOR

November 8, 1989

Jean Jake Bordenave
Bordenave Designs
7100 Louisiana Boulevard, NE Suite A-106
Albuquerque, NM 87109

RE: FINAL CERTIFICATION FOR PHASE II CONSTRUCTION
AND PHASE III GRADING @ OLIVE GARDENS RESTAURANT
(K-21/D20) STATE HIGHWAY DEPARTMENT ACCEPTANCE
OF WORK DONE WITHIN THEIR RIGHT-OF-WAY
RECEIVED OCTOBER 25, 1989

Dear Mr. Bordenave:

I am in receipt of the paper work issued by the State Highway Department for acceptance of work done within their right-of-way.

I have advised the Code Administration Division to release the permanent Certificate of Occupancy for the referenced site.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya
Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+181)

PUBLIC WORKS DEPARTMENT

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

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT TITLE: _____ ZONE ATLAS/DRAINAGE FILE K21/D20

LEGAL DESCRIPTION: TRACTS A1 & A2, Block 123, PRINCESS JEANNE PARK ADD.

CITY ADDRESS: 605 Juan Tabo NE

ENGINEERING FIRM: BORDENAVE DESIGNS CONTACT: J. Bordenave

ADDRESS: 7100 Louisiana NE # A106 87109 PHONE: 823-1344

OWNER: Investment Asset Management CONTACT: D. Andrews

ADDRESS: 20th Ave, NM, 88312 PHONE: 1-258-4957

ARCHITECT: FMB&M CONTACT: B. McCabe

ADDRESS: 2155 Louisiana NE 87110 PHONE: 889-0777

SURVEYOR: Bordenave Designs CONTACT: J. Bordenave

ADDRESS: 7100 Louisiana NE # A106 PHONE: 823-1344

CONTRACTOR: S&J Enterprises CONTACT: D. Hudgins

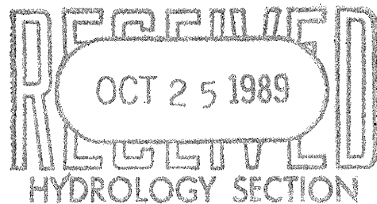
ADDRESS: 3535 Princeton NE 87107 PHONE: 884-6234

PRE-DESIGN MEETING:

☒ YES

☐ NO

☐ COPY OF CONFERENCE
RECAP SHEET PROVIDED



DRB NO. _____

EPC NO. _____

PROJECT NO. _____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT

☐ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAIN PLAN

☐ GRADING PLAN

☐ EROSION CONTROL PLAN

☒ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SECTOR PLAN APPROVAL

☐ SKETCH PLAT APPROVAL

☐ PRELIMINARY PLAT APPROVAL

☐ SITE DEVELOPMENT PLAN APPROVAL

☐ FINAL PLAT APPROVAL

☐ BUILDING PERMIT APPROVAL

☐ FOUNDATION PERMIT APPROVAL

☒ CERTIFICATE OF OCCUPANCY
APPROVAL

☐ ROUGH GRADING PERMIT APPROVAL

☐ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY).

DATE SUBMITTED: 10/24/89BY: 10/24/89



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

October 23, 1989

Jean Jake Bordenave
Bordenave Designs
7100 Louisiana Boulevard, NE Suite A-106
Albuquerque, NM 87109

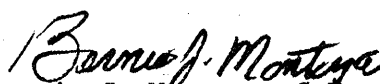
RE: REVISED ENGINEER CERTIFICATION FOR PHASE II CONSTRUCTION
AND PHASE III GRADING @ OLIVE GARDENS RESTAURANT
(K-21/D20) ENGINEER'S STAMP DATED OCTOBER 16, 1989

Dear Mr. Bordenave:

Based on the information provided on your resubmittal of October 18, 1989, certification is acceptable at this time. Please be advised that the Certificate of Occupancy will not be released until the concurrence from the State Highway Department is received for the work done within their right-of-way.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,


Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+181)

PUBLIC WORKS DEPARTMENT

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

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

FILE 0578



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 9, 1989

Jean Jake Bordenave
Bordenave Designs
7100 Louisiana Boulevard, NE Suite A-106
Albuquerque, NM 87109

RE: CERTIFICATION FOR PHASE II CONSTRUCTION AND PHASE III
GRADING @ OLIVE GARDENS RESTAURANT (K-21/D20)
ENGINEER'S STAMP DATED SEPTEMBER 29, 1989
RECEIVED SEPTEMBER 29, 1989


Dear Mr. Bordenave:

Based on the information provided on your submittal of September 29, 1989, certification approval cannot be granted at this time due to the fact that the water block mentioned on Mr. Carlos Montoya's May 11, 1989 letter to you has not been addressed.

Also, the application document from the State Highway Department dated August 1, 1988 identifies certain provisions that had to be met. We will need concurrence from the Highway Department that they are satisfied with the work done within their right of way.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,


Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+181)

PUBLIC WORKS DEPARTMENT

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

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

CLARENCE V. LITHGOW
CHIEF
ADMINISTRATIVE OFFICER

DAN WEAKS
DEPUTY CAO
PUBLIC SERVICES

FRED E. MONDRAGON
DEPUTY CAO
DEVELOPMENT & ENTERPRISE SERVICES

May 11, 1989

Jean Jake Bordenave
Bordenave Designs
7100 Louisiana Boulevard, NE Suite A-106
Albuquerque, NM 87109

RE: DRAINAGE PLANS FOR PHASE I & II OLIVE GARDENS RESTAURANT
(K-21/D20) RECEIVED APRIL 27, 1989

Dear Mr. Bordenave:

The building permit for Phase II can be signed-off by Hydrology. The approved drainage plan was dated May 2, 1989. Upon completion of the Phase II project, certification by the owner's engineer is required prior to Certificate of Occupancy release.

Also, within the next two weeks, please address the following:

- a. the water block height for the entrance on Copper Avenue in the Phase I area; and
- b. the water block needs to be a minimum of one foot.

Prior to the release of the Phase III building permit, a drainage plan needs to be submitted and approved by Hydrology.

Should you have any questions, please call me at 768-2650.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj
(WP+181)



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

CLARENCE V. LITHGOW
CHIEF
ADMINISTRATIVE OFFICER

DAN WEAKS
DEPUTY CAO
PUBLIC SERVICES

FRED E. MONDRAGON
DEPUTY CAO
DEVELOPMENT & ENTERPRISE SERVICES

April 26, 1989

Jean Jake Bordenave
7100 Louisiana Boulevard, NE Suite A-109
Albuquerque, NM 87109

RE: CERTIFICATION FOR OLIVE GARDEN RESTAURANT
(K-21/D20)

Dear Mr. Bordenave:

The following plans are approved to allow the release of the final Certificate of Occupancy for the Olive Garden Restaurant.

1. Certification of Phase I for the Olive Garden Restaurant, dated April 22, 1989.
2. Certification of the "Enkamat" channel dated March 29, 1989.

Should you need further assistance concerning this project, please call me at 768-2650.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj
(WP+181)



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

March 24, 1989

Jean Jake Bordenave
DMJM
6501 Americas Parkway, NE Suite 690
Albuquerque, NM 87110

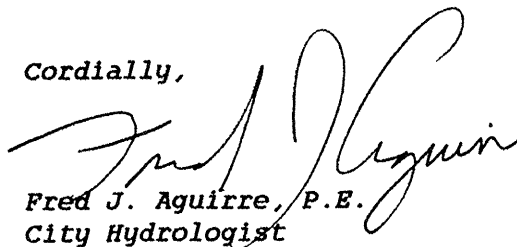
RE: TEMPORARY CERTIFICATE OF OCCUPANCY EXTENSION
FOR OLIVE GARDEN RESTAURANT (K-21/D20)

Dear Mr. Bordenave:

As I indicated to you in our telephone conversation today, I am in agreement with the 30 day Temporary Certificate of Occupancy extension, with the understanding that the required as-built information will be submitted to us no later than March 31, 1989.

Should you need to discuss this matter in further detail, please call me at 768-2650.

Cordially,



Fred J. Aguirre, P.E.
City Hydrologist

FJA/bsj
(WP+181)



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

KEN SCHULTZ
MAYOR

CLARENCE V. LITHGOW
CHIEF
ADMINISTRATIVE OFFICER

DAN WEAKS
DEPUTY CAO
PUBLIC SERVICES

FRED E. MONDRAGON
DEPUTY CAO
DEVELOPMENT & ENTERPRISE SERVICES

February 23, 1989

Jean Jake Bordenave
DMJM
6501 Americas Parkway, NE Suite 690
Albuquerque, NM 87110

RE: TEMPORARY CERTIFICATE OF OCCUPANCY EXTENSION
FOR OLIVE GARDEN RESTAURANT (K-21/D20)

Dear Mr. Bordenave:

Extension for an additional 30 day temporary is granted as of the above
date at 601 Juan Tabo Boulevard, NE

Cordially,

Bernie J. Montoya
Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+181)

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 7, 1988

Mike Kibbee
DMJM
6501 Americas Parkway, NE Suite 690
Albuquerque, NM 87110

RE: REVISED DRAINAGE PLAN OF FURR'S CAFETERIA (OLIVE GARDEN
RESTAURANT), RECEIVED NOVEMBER 1, 1988, FOR CERTIFICATE OF
OCCUPANCY APPROVAL. (K-21/D20)

Dear Mr. Kibbee:

The above referenced submittal revised 10-31-88, is approved for construction. The Certificate of Occupancy for Olive Garden Restaurant will be approved by Hydrology after the construction of the diversion channel is Certified by the Engineer as "constructed according to the approved Plans", and as-built drawings are submitted. Provide this office with an extra set of drawings and Report so that they can be forwarded to FEMA for the flood map revisions.

It is understood that a Construction Permit is required by the State Highway Department to construct within their right-of-way, and that all maintenance will be the responsibility of the Highway Department.

A Drainage Plan should be resubmitted for Phase II prior to any Building Permit requests.

If you have any questions call me at 768-2650.

Cordially;

Roger A. Green, P.E.
C.E./ Hydrology Section

RAG/(WP+181)



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 30, 1988

KEN SCHULTZ
MAYOR

Mike Kibbee

DMJM

6501 Americas Parkway, NE Suite 690
Albuquerque, New Mexico 87110

RE: FURR'S CAFETERIA (OLIVE GARDEN RESTAURANT), FEMA LOMR
REVISION, RECEIVED SEPTEMBER 8, 1988 FOR BUILDING PERMIT AND
WORK ORDER APPROVAL (K-21/D20)

Dear Mr. Kibbee:

I have reviewed the above referenced submittal dated September 8, 1988,
and cannot approve it for the following reasons:

1. Flow velocities at Section 2 and 5 are excessive for the proposed channel treatment, when analyzed using H.E.C. No. 15, "drainage of roadside channels with flexible linings".
2. Flood conditions throughout the entire channel reach are very unstable since flows change from supercritical to subcritical at least twice, and are at or near critical flow depths. This is a very undesirable design condition for the channel to be stable without excessive erosion.
3. No analysis is provided to show the required extra protection required between Section 1 & 2 to turn the flows 90° and contain a hydraulic jump.
4. The channel flow depths should also be checked using the appropriate "n" value after the vegetation is established on the channel. Grassed channels always need to be designed for the "constructed" condition and "aged" condition.

If you have any questions, please call me at 768-2650.

Cordially,

Roger A. Green, PE

Roger A. Green, P.E.
C.E./Hydrology Section

RAG/bsj
(WP+181)

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

MAYOR
KEN SCHULTZ

CHIEF
ADMINISTRATIVE OFFICER
GENE ROMO

DEPUTY CAO
PUBLIC SERVICES

DEPUTY CAO
PLANNING/DEVELOPMENT
FRANK MARTINEZ

BILL MUELLER

May 10, 1988

Jean Jake Bordenave, P.E.
DMJM
6501 Americas Parkway, NE
Albuquerque, New Mexico 87110

RE: REVISED DRAINAGE PLAN FOR OLIVE GARDEN RESTAURANT, PHASE I
(K-21/D20) REVISION DATE OF MAY 4, 1988

Dear Mr. Bordenave:

Based on the information provided on your resubmittal of May 4, 1988, the above referenced drainage plan is approved for Building Permit.

Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology.

Final acceptance and future improvements will require:

1. Prior to final release of Certificate of Occupancy, we will need concurrence from the State Highway Department for all construction within their right-of-way.
2. Prior to development of Phase II, an updated plan showing as-built conditions within Phase I along with proposed Phase II development will be required for review.

If I can be of further assistance, please feel free to call me at 768-2650.

Cordially,

Bernie J. Montoya
Bernie J. Montoya, C.E.
Engineering Assistant

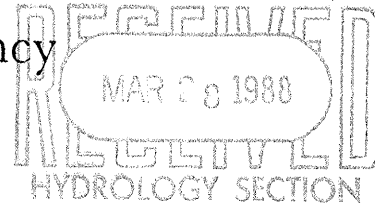
BJM/bsj



Federal Emergency Management Agency

Washington, D.C. 20472

NOV 3 1987



The Honorable Ken Schultz
Mayor of the City of Albuquerque
P.O. Box 1293
Albuquerque, New Mexico 87103

Case #87-06-63R

Dear Mayor Schultz:

This is in reference to a June 1, 1987 letter to our Region VI office from Mr. Carlos A. Montoya, P.E., City Floodplain Administrator for the City of Albuquerque. In his letter, Mr. Montoya requested that the Federal Emergency Management Agency (FEMA) issue a conditional Letter of Map Revision (LOMR) for the proposed Furr's Cafeteria channel and garden wall construction project at Juan Tabo Boulevard and Interstate 40. With his letter, Mr. Montoya submitted technical data prepared by DMJM which consisted of the following: a HEC-2 backwater model dated April 1987, representing proposed conditions; a cross-section location map dated May 1987; a flood hazard area map dated May 1987; hydrologic calculations dated December 1986; and grading plans dated April 29, 1987.

After reviewing the submitted data, we determined that the proposed channel and garden wall construction project meets the minimum floodplain management criteria of the National Flood Insurance Program. If the project were built as planned, a revision to the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), and Flood Boundary and Floodway Map (FBFM) for Albuquerque would be warranted. This revision would show a decrease in the 100- and 500-year floodplain in the vicinity of Juan Tabo Boulevard and Interstate 40; the 100- and 500-year flood discharges would be contained in the constructed channel in this area. Please note that future revisions to the FIS, FIRM, and FBFM or restudies of the flood hazards in this area could modify this determination.

This determination is based on the 100-year flood discharges representing current conditions in the vicinity of the proposed channel and garden wall construction project. The development of future projects upstream could result in increased flood discharges, which, in turn, could result in increased 100-year flood elevations. Future restudies of your community's flood hazards, which would take into account the cumulative effects of development on flood discharges, could establish higher 100-year flood elevations in this area.

This conditional LOMR is based on minimum floodplain management criteria established under the National Flood Insurance Program. Your community is responsible for approving all proposed floodplain developments, including the project upon which this request is based, and for assuring that necessary permits required by Federal or State law have been received. State and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit

development in floodplain areas. If the State of New Mexico or the City of Albuquerque has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum Program requirements.

National Flood Insurance Program regulation 44 CFR 60.3(b)(7) requires communities participating in the Program to "assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained." Without proper maintenance, such as the regular clearing of a channelized stream, channel modification projects will, in time, fail to function as designed, thereby recreating the flood hazard that they were intended to mitigate. Therefore, upon completion of the project, your community must uphold its responsibility for assuring that the channel and garden wall are maintained in order to preserve their design function.

Upon completion of the proposed project, your community may request a revision to the effective FIS, FIRM, and FBFM. Several of the items to support a revision request have already been submitted by DMJM, but may need to be revised and resubmitted to incorporate any design changes that take place during construction. The revision request should be submitted to our Region VI office and must include the data listed below:

1. "As-built" plans of the channel and garden wall project, certified by a registered engineer.
2. HEC-2 models of the 100- and 500-year floods model reflecting "as-built" conditions.
3. Revised water-surface profiles of the 100- and 500-year floods reflecting "as-built" conditions.
4. Delineation of the 100- and 500-year floodplain boundaries, and the locations and alignment of cross sections and flow line used in the hydraulic model.

We have enclosed documents, entitled Conditions and Criteria for Map Revisions and Conditions and Criteria for Floodway Revisions, which further describe the nature and extent of the material needed to support a request to revise an effective FIS, FIRM, and FBFM. Compliance with the criteria outlined in these documents will expedite FEMA's review process, thus allowing the effective FIS, FIRM, and FBFM for your community to be revised as appropriate, in a timely manner.

Should you have any questions regarding this matter, please do not hesitate to contact the Chief, Natural and Technological Hazards Division of the Federal Emergency Management Agency in Denton, Texas, at (817) 898-9127 or members of our Headquarters staff in Washington, D.C., at (202) 646-2754.

Sincerely,



John L. Matticks
Chief, Risk Studies Division
Federal Insurance Administration

Enclosures

cc: Mr. Carlos A. Montoya, P.E.
Mr. Marvin Barden, President, Barden-Evans Architects - AIA
Mr. J. J. Bordenave, P.E., DMJM
Ms. Kay P. Fletcher, Corporate Counsel, Furr's Cafeterias

That certain tract of land situate in Section 21, Township 10, North, Range 4 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, within the City of Albuquerque, being and comprising a PORTION of BLOCK 123, of DALE J. BELLAMAH'S PRINCESS JEANNE PARK ADDITION TO THE CITY OF ALBUQUERQUE, as the same is shown and designated on the Plat of said ADDITION filed in the Office of the County Clerk of Bernalillo County, New Mexico, on October 31, 1963, EXCEPT those portions acquired by the City of Albuquerque and the New Mexico State Highway Commission for the realignment of Copper Avenue and the I-40 Interchange and being more particularly described using New Mexico State Plane (Central Zone) grid bearings and horizontal ground distances as follows:

BEGINNING at the Southwesterly Corner of the tract herein described, from whence the Albuquerque Control Survey Monument "JT-3A, 1978" bears S 78 09'16" E, 516.19 feet; thence, N 01 46'59"E, 3313.53 feet; thence, N 01 54'44"W, 4715.44 feet; thence, N 02 18'50"E, 722.24 feet to a point of curvature, said point lying on the Easterly Right-of-Way Line of Copper Place; thence, Northeasterly, 39.27 feet along the arc of a curve to the right connecting the Easterly Right-of-Way Line of Copper Place with the Southerly Right-of-Way Line of Copper Avenue, said Curve having a radius of 25.00 and a chord which bears N 47 19'04"E, 35.36 feet to a point of tangency; thence, S 87 40'42" E, 16.40 feet along the Southerly Right-of-Way Line of Copper Avenue to a point of curvature; thence, Southeasterly, 165.99 feet along the arc of a curve to the right along the Southerly Right-of-Way Line of Copper Avenue, said curve having a radius of 225.00 feet and a chord which bears S 66 32'37"E, 162.25 feet to a point of reverse curvature; thence, Southeasterly, 89.58 feet along the arc of a curve to the left along the Southerly Right-of-Way Line of Copper Avenue, said curve having a radius of 275.00 feet and a chord which bears S 54 44' 26" E, 89.18 feet to a point of radial curvature and the Northeasterly corner of the tract herein described, said point the Northwestern corner of Tract A-1; thence, S 25 55'40"W, 33.15 feet along the Westerly Line of Tract A-1 to a point of curvature; thence, Southwesterly, 66.48 feet along the arc of a curve to the left along the Westerly Line of Tract A-1, said curve having a radius of 218.54 feet and a chord which bears S 17 12'46"W, 66.23 feet to a point of tangency; thence, S 08 29'51"W, 188.19 feet along the Westerly Line of Tract A-1 to an angle point; thence, S 02 18'50"W, 149.44 feet along the Westerly Line of Tract A-1 to an angle point, said point being the Southwesterly corner of Tract A-1; thence, S 81 30'09"E, 162.57 feet along the Southerly Line of Tract A-1 to a point said point being the Southeasterly corner of Tract A-1 and lying on the Westerly Right-of-Way and Access Control Line for Juan Tabo Boulevard; thence, S 08 29'51"W, 32.00 feet along the Westerly Right-of-Way and Access Control Line of Juan Tabo Boulevard to an angle point; thence, S 89 16'34"W, 18.03 feet along the Westerly Right-of-Way and Access Control Line of Juan Tabo Boulevard to a point on curve; thence, Southwesterly, 252.60 feet along the arc of a curve to the right connecting the Westerly Right-of-Way Line and Access Control Line of Juan Tabo Boulevard with the Northerly Right-of-Way and Access Control Line of Interstate 40, said curve having a radius of 150.00 feet and a chord which bears S 48 21'10" W, 223.79 feet to a point on curve; thence, N 88 45'42" W, 196.11 feet along the Northerly Right-of-Way and Access Control Line of Interstate 40 to the Point of Beginning of the tract herein described.

Said Tract contains 186,436 Square Feet or 4.2800 Acres, more or less.

That certain tract of land situate in Section 21, Township 10 North, Range 4 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, within the City of Albuquerque, being and comprising a PORTION of BLOCK 123 of DALE J. BELLAMAH'S PRINCESS JEANNE PARK ADDITION TO THE CITY OF ALBUQUERQUE, as the same is shown and designated on the Plat of said ADDITION filed in the Office of the County Clerk of Bernalillo County, New Mexico on October 31, 1963, EXCEPT those portions acquired by the City of Albuquerque and the New Mexico State Highway Commission for the realignment of Copper Avenue and the I-40 Interchange and being more particularly described using New Mexico State Plane (Central Zone) grid bearings and horizontal ground distances as follows:

396

BEGINNING at the Southeasterly Corner of the tract herein described, said point lying on the Westerly Right-of-Way and Access Control Line for Juan Tabo Boulevard, from whence the Albuquerque Control Survey Monument "JT-3A, 1978" bears S 22 52'48"E, 306.43 feet; thence, N 01 46'59"E, 3313.53 feet; thence, N 01 54'44" W, 4715.44 feet; thence,

N 81 30'09" W, 162.57 feet along a Northerly Line of Tract A-2 to a point, said point being the Southwesterly Corner of the Tract herein described; thence,

N 02 18'50" E, 149.44 feet along the Easterly Line of Tract A-2 to an angle point; thence,

N 08 29'51" E, 188.19 feet along the Easterly Line of Tract A-2 to a point of curvature; thence,

Northeasterly, 66.48 feet along the arc of a curve to the right, along the Easterly Line of Tract A-2, said curve having a radius of 218.54 feet and a chord which bears N 17 12'46"E, 66.23 feet to a point of tangency; thence,

N 25 55'40"E, 33.15 feet along the Easterly Line of Tract A-2 to a point of radial curvature, said point lying on the Southerly Right-of-Way line of Copper Avenue and being the Northeasterly Corner of Tract A-2; thence,

Southeasterly, 113.30 feet along the arc of a curve to the left along the Southerly Right-of-Way Line of Copper Avenue, said curve having a radius of 275.00 feet and a chord which bears S 75 52'31"E, 112.50 feet to a point of tangency; thence,

S 87 40'42" E, 19.16 feet along the Southerly Right-of-Way Line of Copper Avenue to a point of curvature; thence,

Southeasterly, 41.96 feet along the arc of a curve to the right connecting the Southerly Right-of-Way Line of Copper Avenue with the Westerly Right-of-Way and Access Control Line of Juan Tabo Boulevard, said curve having a radius of 25.00 feet and a chord which bears S 39 35'25"E, 37.21 feet to a point of tangency; thence,

S 08 29'51"W, 400.02 feet along the Westerly Right-of-Way and Access Control Line of Juan Tabo Boulevard to the Point of Beginning of the Tract herein described.

Said Tract contains 74,002 Square Feet or 1.6989 Acres, more or less.

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

June 1, 1987

Burt Carr
Federal Emergency Management Agency, Region VI
Federal Center
Denton, Texas 76201-3698

RE: CONDITIONAL L.O.M.R. FOR FURR'S CAFETERIA
(K-21/D20)

Dear Mr. Carr:

Enclosed is a request for a Conditional Letter of Map Revision. The engineering design was done by DMJM. When we request a L.O.M.R., we will send as-built plans stamped by a professional engineer.

If you should have any questions, please call me at 768-2650.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

May 19, 1987

Charles Burm
DMJM
5700 Harper Drive, NE Suite 280
Albuquerque, New Mexico 87109

RE: CONDITIONAL LETTER OF MAP REVISION FOR FURR'S CAFETERIA
(K-21/D20) RECEIVED APRIL 30, 1987

Dear Mr. Burm:

I have reviewed the referenced plan and forward the following comments:

1. Please submit the Hydrology involved which determined the 150 cfs peak runoff
2. Please submit written documentaion on who will maintain the channel.
3. Please submit two copies of the above documentation.

If you should have any questions, please call me at 768-2650.

Cordially,

Carlos A. Montoya, P.E.
City/County Floodplain Administrator

CAM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

February 5, 1987

Charles Burr, P.E.
DMJM
5700 Harper Drive, NE Suite 280
Albuquerque, New Mexico 87109

RE: REVISED DRAINAGE REPORT OF FURR'S CAFETERIA RECEIVED JANUARY
28, 1987 FOR SITE DEVELOPMENT PLAN AND FINAL PLAT APPROVAL
(K-12/D20)

Dear Charles:

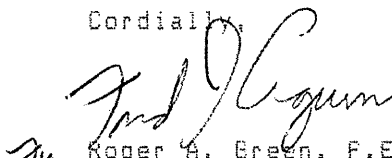
The above referenced submittal dated December 30, 1986, and drawings dated January 22, 1987, is approved for Site Development Plan and Final Plat sign-off by the City Engineer. The plat must include a 'blanket' private drainage easement to allow for cross lot drainage between Phase I and II.

Prior to Building Permit approval, the following items will be required:

1. An approved Grading and Drainage Plan with sufficient detail and information to be submitted to FEMA for a Flood Map Revision.
2. A construction permit from the State Highway Department allowing construction of the diversion and channel connection within Highway R.O.W.
3. A set of the final construction drawings for the off-site improvements within the Highway R.O.W.

If you have any questions, call me at 768-2650.

Cordially,


Roger A. Green, P.E.
C.E./Hydrology Section

RAG/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

January 15, 1987

Charles Burm
DMJM
5700 Harper Drive, NE Suite 280
Albuquerque, New Mexico 87109

RE: DRAINAGE REPORT SUBMITTAL OF FURR'S CAFETERIA RECEIVED
DECEMBER 30, 1986 FOR SITE DEVELOPMENT PLAN AND FINAL PLAT
APPROVAL (K-21/D20)

Dear Charles:

I have reviewed the above referenced submittal, dated December 30, 1986,
and have the following comments to be addressed:

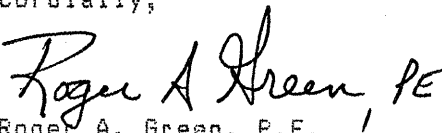
1. The drawings provided do not adequately show the concrete channel, storm drains, and I-40 outfall channel and how they relate to each other in the proposed drainage scheme. Provide a plan view showing the complete project site and proposed outfall system.
2. Provide a watershed map showing basin boundaries and analysis points consistent with the AMDS points referenced in the Drainage Report.
3. I find no calculations or reference in the Drainage Report to substantiate that the concrete channel outfall has a capacity of 150 cfs.
4. The drawings indicate that the inlet on the west side of Juan Tabo outlets toward the project site. Is this correct?
5. Provide an engineer's stamp and date on all Grading Plans so that specific drawings can be identified and referenced.

Charles Burm
January 15, 1987
Page 2

Prior to Site Development Plan approval by this office, in addition to the above comments being satisfied, approval of the diversion within the Highway Right-of-Way from the State Highway Department is required, along with their statement of which agency will be responsible for maintenance, them or the City of Albuquerque.

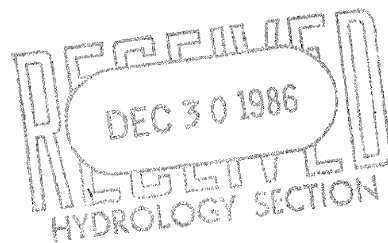
If you have any questions, call me at 768-2650.

Cordially,

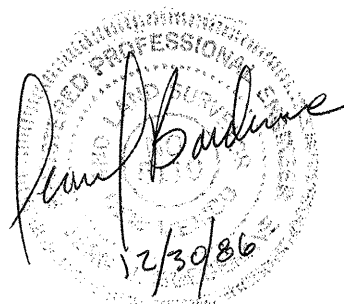

Roger A. Green, P.E.
C.E./Hydrology Section

RAG/bsj

DRAINAGE REPORT
for
FURR'S CAFETERIA
JUAN TABO AND I-40



Prepared by:
DMJM
5700 Harper Drive, N. E.
Suite 280
Albuquerque, New Mexico 87109
December, 1986



AMDS Vol III
AP 1802

INTRODUCTION

The Furr's Cafeteria site is located within the northeast quadrant of the City. The site is bounded on the north by Copper Avenue, on the South by I-40, on the East by Juan Tabo Blvd. and the West by Bonita Terrace subdivision. (See Plate I). The site soil type is the Tijeras gravelly fine sandy loam which is a SCS Hydrologic Soil Group "B" soil. (See Plate II). The site is shown as Zone B on the FEMA Floodway Map and the FEMA FIRM Map, community panel number 350002 0031. (See Plates III and IV).

EXISTING CONDITIONS

The ground slopes from northeast to southwest at approximately 2%. There currently exists a 2 to 3 foot high diversion dike along the west boundary of the property. This diversion dike redirects overland flow and offsite storm water which overflows the west curb line of Juan Tabo to a concrete channel near the southwest corner of the site. Capacity of this concrete channel is approximately 150 cfs. *provide drawings, details etc. ✓*

The site is presently subject to shallow flooding from offsite upstream drainage areas. This drainage area has been delineated in the Albuquerque Master Drainage Study (AMDS). The site lies within Area 7 of the AMDS as published in Volume Three. The HYMO computer model for Area 7 indicates a peak flow rate of 57 cfs crossing the Furr's Cafeteria site. However, this flow included reductions due to double routing of overland flows in the vicinity of the Furr's Cafeteria site. *from 2 where? Printout*

Ignoring time differences in peak flows a peak flow rate at Juan Tabo and I-40 of 452 cfs was derived by adding together, (1) the routed overland flow from Lomas and Juan Tabo to I-40; (2) the overland flow remaining at Copper and Juan Tabo; (3) the overland flow routed from Zena Lona to Juan Tabo and (4) the storm drain flow at Copper and Juan Tabo. Subtracting the 260 cfs flowing full capacity of the storm drain, leaves an excess peak flow of 192 cfs. The surcharged capacity for the storm drain in this vicinity is 330 cfs which was taken from the Storm Drainage Report for Juan Tabo widening, Project Number M-4047(1). Subtracting this value would leave an excess peak flow of 122 cfs. We are using an median value of 150 cfs for site design purposes. *Provide Map showing A.P.'s Es.D's, Basins, Cables etc. (70 cfs)*

The existing peak flow rates from the site are 12.4 cfs for the 100 year storm, and 8.1 cfs for the 10 year storm.

10/14/88 THIS FIGURE IS WRONG.
See new Routing sheets by C.A.M.

Public WATER, MUST MEET
CITY DESIGN STANDARDS FOR
MAINTENANCE OR BE NIMSHD
MAINTAINED.

PROPOSED CONDITIONS

To convey the offsite drainage which flows over the west curb line of Juan Tabo safely around the site, we are proposing to build a minimum 2 1/2 foot high garden wall along the eastern and southern property lines. (See Plate V). In order to minimize the erosion created by the mild velocities of 5 to 6 foot per second, we are proposing to place ENKAMAT covered by a thin layer of soil and seeded with native grasses. The proposed channel section can safely convey the 150 cfs flow rate at approximately 1 to 1 1/2 feet of depth. Therefore, the 2 1/2 foot high wall provides a minimum freeboard of 1 to 1 1/2 feet and capacities of 2 to 3 times the 150 cfs design flow. We have made an initial submittal to the highway department on the work in their R-O-W. (See letters in Appendix).

The proposed onsite development has been divided into three major drainage basins. (See Plate VI). Peak flow rate, after development, for the entire site is approximately 25.7 cfs for the 100 year storm and 16.9 cfs for 10 year storm. This flow is safely carried in the driving lanes along the western and southern property boundaries to an outlet at the southwest corner. The outlet discharges into the existing concrete channel at the southwest corner.

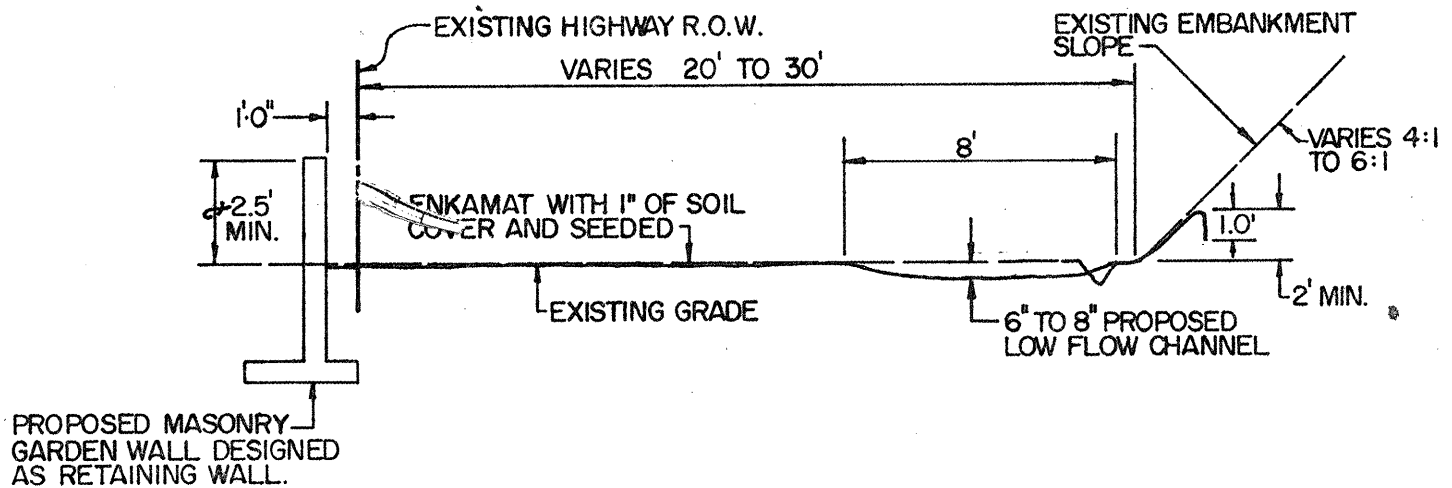
PHASING SECTION

The site will be developed in two phases. Initially the Furr's Cafeteria building and then eventually the retail shops along the western and southern portions of the site. In the interim period between the Furr's Cafeteria development and the retail development, we propose to provide temporary asphalt, valley gutter type sections, to convey low flow drainage from the Phase I development to the diversion dike on the western boundary. We will also provide an asphalt valley gutter section along the base of the diversion dike to its outlet at the southwest corner. To minimize the erosion and sediment transport in this interim period, we also propose to provide a small detention or desilting facility prior to entering the concrete channel. This will be accomplished by providing a shallow 1 foot high dike with an asphalt emergency spillway together with a small outlet pipe. The garden wall and highway department R-O-W grading will be completed in Phase I. This will provide protection from the offsite flows. The detention/desilting basin will provide for the onsite drainage until the final improvements in Phase II.

Sediment pond must be for 10yr storm

FURR'S SITE

JUAN TABO OR
I-40 RAMP



PROPOSED FLOOD PROTECTION
LOOKING EAST OR NORTH

DMJM**ALBUQUERQUE**

PROJECT

Furr's CAFETERIA

JUAN TABO + I-40

PROJECT NO.

4698-02-01

BY:

CB

DATE:

12-15-86

PAGE

SUBJECT

OFF SITE DRAINAGE

From HYMO MODEL of AREA 7 Need Map.

Routed flow from Lomos to I-40 21 cfs

OVER LAND FLOW (OLF) AT COPPER + JUAN TABO 81 cfs

OLF ROUTED FROM ZENAZONA to JUAN TABO 52 cfs

STORM DRAIN FLOW = 298 cfs

Total = 452 cfs

Storm DRAIN Flowing full = 260 cfs (HYMO MODEL)

Storm DRAIN Surcharged = 330 cfs (M-4047(1))

JUAN TABO
WIDENING

Ignoring
Time of
Peaks {

OLF REMAINING $452 - 260 = 192$ cfs
using flowing full capacity

OLF REMAINING $452 - 330 = 122$ cfs
USING SURCHARGED CAPACITY

USE 150 cfs for Design:

AMDS has OLF of 57 cfs

241

DMJM

ALBUQUERQUE

PROJECT

Furr's Cafeteria
JUAN TABO + I-40

PROJECT NO.

4698-D2-01

PAGE

BY:

CB

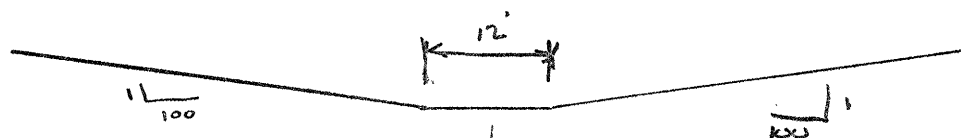
DATE:

12-15-86

SUBJECT

OFF SITE DRAINAGE

WEST CURB LINE JUAN TABO AT DRAINAGE
INLET SOUTH OF COPPER, Location where
DRAINAGE OVERFLOWS CURBLINE



Looking EAST

Approximately level
at Inlet

Assume Critical flow over west curb.

for Q : d :

100	0.52'
125	0.57'
150	0.62' ←
175	0.66'
200	0.70'

see Computations on the following pages.

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 15, 1986

=====

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	100.0
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	100.00
Channel Side Slope - Right Side (horizontal/vertical)...	100.00
Channel Bottom Width (feet).....	12.0

=====

PROGRAM RESULTS:

DESCRIPTION	VALUE
Critical Depth (feet).....	0.52
Critical Slope (feet per foot).....	0.0050
Flow Velocity (feet per second).....	3.03
Froude Number.....	1.000
Velocity Head (feet).....	0.14
Energy Head (feet).....	0.66
Cross-Sectional Area of Flow (square feet).....	32.98
Top Width of Flow (feet).....	115.48

=====

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTED PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 896-8822. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 15, 1986

=====

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	125.0
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	100.00
Channel Side Slope - Right Side (horizontal/vertical)...	100.00
Channel Bottom Width (feet).....	12.0

=====

PROGRAM RESULTS:

DESCRIPTION	VALUE
Critical Depth (feet).....	0.57
Critical Slope (feet per foot).....	0.0048
Flow Velocity (feet per second).....	3.17
Froude Number.....	1.000
Velocity Head (feet).....	0.16
Energy Head (feet).....	0.73
Cross-Sectional Area of Flow (square feet).....	39.41
Top Width of Flow (feet).....	126.12

=====

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 895-8322. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 15, 1986

=====

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	150.0
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	100.00
Channel Side Slope - Right Side (horizontal/vertical)...	100.00
Channel Bottom Width (feet).....	12.0

=====

PROGRAM RESULTS:

DESCRIPTION	VALUE
Critical Depth (feet).....	0.62
Critical Slope (feet per foot).....	0.0047
Flow Velocity (feet per second).....	3.29
Froude Number.....	1.000
Velocity Head (feet).....	0.17
Energy Head (feet).....	0.79
Cross-Sectional Area of Flow (square feet).....	45.59
Top Width of Flow (feet).....	135.57

=====

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 895-8322. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 15, 1986

PROGRAM INPUT DATA:
DESCRIPTION

	VALUE
Flow Rate (cubic feet per second).....	175.0
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	100.00
Channel Side Slope - Right Side (horizontal/vertical)...	100.00
Channel Bottom Width (feet).....	12.0

PROGRAM RESULTS:
DESCRIPTION

	VALUE
Critical Depth (feet).....	0.66
Critical Slope (feet per foot).....	0.0046
Flow Velocity (feet per second).....	3.39
Froude Number.....	1.000
Velocity Head (feet).....	0.18
Energy Head (feet).....	0.84
Cross-Sectional Area of Flow (square feet).....	51.56
Top Width of Flow (feet).....	144.11

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 895-8322. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 15, 1986

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	200.0
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	100.00
Channel Side Slope - Right Side (horizontal/vertical)...	100.00
Channel Bottom Width (feet).....	12.0

PROGRAM RESULTS:

DESCRIPTION	VALUE
Critical Depth (feet).....	0.70
Critical Slope (feet per foot).....	0.0045
Flow Velocity (feet per second).....	3.49
Froude Number.....	1.000
Velocity Head (feet).....	0.19
Energy Head (feet).....	0.89
Cross-Sectional Area of Flow (square feet).....	57.36
Top Width of Flow (feet).....	151.95

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 895-8322. A manual with equations & flow chart is available.

DMJM

ALBUQUERQUE

PROJECT

Fure's Cafeteria

Juan Tabo + I-40

PROJECT NO.

4698-02-01

BY:

CB

DATE:

12-15-86

PAGE

SUBJECT

OFF SITE FLOWS

Proposed Flood Protection - See Plate V

USE min dimensions for Ramp Right-of-way
Channel. Ignore low flow channel

Bottom width = 20'

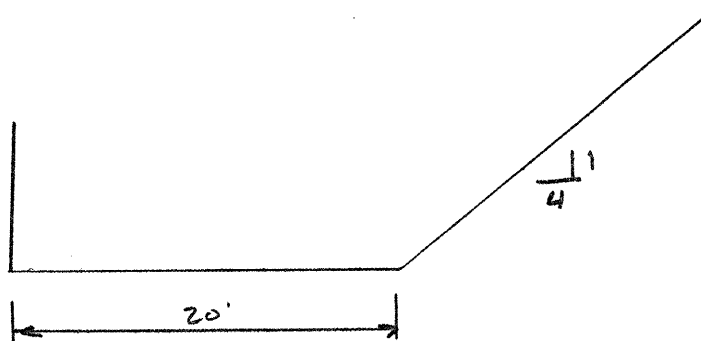
Side Slope (Ramp Side) 4:1

Side Slope (R.O.W side) 0:1 (vertical)

n use 0.025 + 0.040

Slope ≈ 0.015 ft/ft.

see next two pages for Retaining computations.



TRAPEZOIDAL CHANNEL ANALYSIS
RATING CURVE COMPUTATION
December 15, 1986

PROGRAM INPUT DATA:
DESCRIPTION

VALUE

Channel Bottom Slope (feet per foot).....	0.0150
Manning's Roughness Coefficient (n-value).....	0.0250
Channel Side Slope - Left Side (horizontal/vertical)....	0.00
Channel Side Slope - Right Side (horizontal/vertical)...	4.00
Channel Bottom Width (feet).....	20.0

PROGRAM RESULTS:

Depth (ft)	Flow Rate (cfs)	Velocity (fps)	Froude Number	Velocity Head(ft)	Energy Head(ft)	Flow Area (sq ft)	Top Width (ft)
0.1	3.1	1.55	0.869	0.037	0.137	2.0	20.4
0.2	10.0	2.44	0.971	0.092	0.292	4.1	20.8
0.3	19.6	3.17	1.034	0.156	0.456	6.2	21.2
0.4	31.6	3.80	1.079	0.224	0.624	8.3	21.6
0.5	45.9	4.37	1.115	0.297	0.797	10.5	22.0
0.6	62.3	4.89	1.145	0.372	0.972	12.7	22.4
0.7	80.6	5.38	1.169	0.449	1.149	15.0	22.8
0.8	100.8	5.83	1.191	0.528	1.328	17.3	23.2
0.9	122.3	6.26	1.210	0.608	1.508	19.6	23.6
1.0	146.6	6.66	1.226	0.689	1.689	22.0	24.0
1.1	172.1	7.05	1.242	0.771	1.871	24.4	24.4
1.2	199.3	7.42	1.255	0.854	2.054	26.9	24.8
1.3	228.2	7.77	1.268	0.937	2.237	29.4	25.2
1.4	258.7	8.10	1.279	1.020	2.420	31.9	25.6
1.5	290.8	8.43	1.290	1.104	2.604	34.5	26.0
1.6	324.6	8.74	1.300	1.187	2.787	37.1	26.4
1.7	359.9	9.05	1.309	1.271	2.971	39.8	26.8
1.8	396.9	9.34	1.317	1.355	3.155	42.5	27.2
1.9	435.4	9.63	1.325	1.439	3.339	45.2	27.6
2.0	475.4	9.90	1.333	1.523	3.523	48.0	28.0

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
(713) 895-8322. A manual with equations & flow chart is available.

TRAPEZOIDAL CHANNEL ANALYSIS
 RATING CURVE COMPUTATION
 December 15, 1986

PROGRAM INPUT DATA:

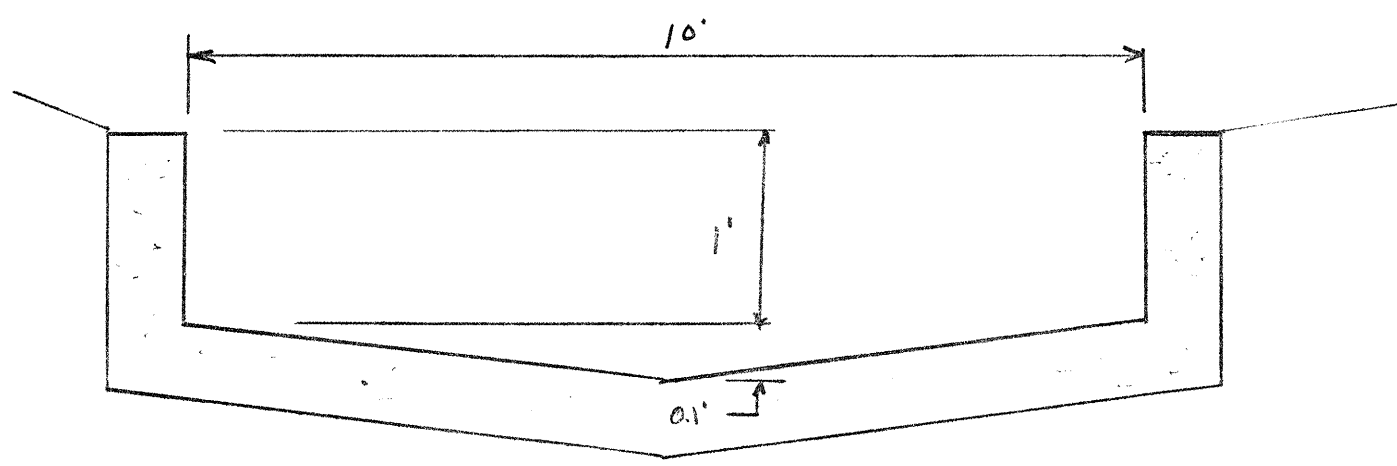
DESCRIPTION	VALUE
Channel Bottom Slope (feet per foot).....	0.0150
Manning's Roughness Coefficient (n-value).....	0.0400
Channel Side Slope - Left Side (horizontal/vertical)....	0.00
Channel Side Slope - Right Side (horizontal/vertical)...	4.00
Channel Bottom Width (feet).....	20.0

PROGRAM RESULTS:

Depth (ft)	Flow Rate (cfs)	Velocity (fps)	Froude Number	Velocity Head(ft)	Energy Head(ft)	Flow Area (sq ft)	Top Width (ft)
0.1	2.0	0.97	0.543	0.015	0.115	2.0	20.4
0.2	6.2	1.53	0.607	0.036	0.236	4.1	20.8
0.3	12.2	1.98	0.646	0.061	0.361	6.2	21.2
0.4	19.8	2.38	0.675	0.088	0.488	8.3	21.6
0.5	28.7	2.73	0.697	0.116	0.616	10.5	22.0
0.6	38.9	3.06	0.715	0.145	0.745	12.7	22.4
0.7	50.4	3.36	0.731	0.175	0.875	15.0	22.8
0.8	63.0	3.65	0.744	0.206	1.006	17.3	23.2
0.9	76.8	3.91	0.756	0.238	1.138	19.6	23.6
1.0	91.6	4.16	0.767	0.269	1.269	22.0	24.0
1.1	107.6	4.40	0.776	0.301	1.401	24.4	24.4
1.2	124.6	4.63	0.784	0.334	1.534	26.9	24.8
1.3	142.6	4.85	0.792	0.366	1.666	29.4	25.2
1.4	161.7	5.07	0.799	0.398	1.798	31.9	25.6
1.5	181.8	5.27	0.806	0.431	1.931	34.5	26.0
1.6	202.9	5.47	0.812	0.464	2.064	37.1	26.4
1.7	225.0	5.66	0.818	0.497	2.197	39.8	26.8
1.8	248.0	5.84	0.823	0.529	2.329	42.5	27.2
1.9	272.1	6.02	0.828	0.562	2.462	45.2	27.6
2.0	297.1	6.19	0.833	0.595	2.595	48.0	28.0

TRAPEZOIDAL CHANNEL ANALYSIS COMPUTER PROGRAM, Version 1.1 (c) 1986
 Dodson & Associates, Inc., 7015 W. Tidwell, #107, Houston, TX 77092
 (713) 895-8322. A manual with equations & flow chart is available.

DMJM ALBUQUERQUE	PROJECT Furr's Juan Tabo & I-40	PROJECT NO. 4698-02-01	PAGE
		BY: CB	
SUBJECT Existing Channel Capacity SW corner of site			



EXISTING Concrete Channel
Looking West

$S = 0.021 \text{ ft/ft } (1.92' / 90')$
 $n = 0.013 \text{ (conc. lined)}$

DEPTH ft	AREA ft ²	W.P. ft	Q cfs	V ft/sec
0.1	0.5	10.0	2.2	4.5
0.25	2.0	10.3	11.1	5.5
0.5	4.5	10.8	41.6	9.2
0.75	7.0	11.3	84.3	12.0
1.00	9.5	11.8	136	14.3
1.25	12.0	12.3	196	16.3
2.00	19.5	13.8	400	20.8

Assuming vertical sides

DMJM

ALBUQUERQUE

PROJECT

FURZ'S CAFETERIA

JUAN TABO + I-40

PROJECT NO.

4698-02-01

BY:

CB

DATE:

12-15-86

PAGE

SUBJECT

ON SITE DRAINAGE

6 hr. - 100 yr. rainfall 2.45 in. (22.2 D-1)

SITE AREA = 260,433 SF

Buildings (Roof Area) 55,123 SF C = .90

Parking + Sidewalks 164,169 SF C = .95

Landscaping 41,141 SF C = .25

 $T_c = 10 \text{ min}$

$$i = R_{6h,100y} (6.84)(T_c^{-.51})$$

$$= 2.45 (6.84)(10^{-.51})$$

$$= 5.18 \text{ in/hr.}$$

Existing CONDITIONS

$$Q = C i A$$

$$Q_{100} = (0.40)(5.18) \left(\frac{260,433}{43,560} \right)$$

$$= 12.4 \text{ cfs}$$

$$Q_w = Q_{100} \times 0.657$$

$$= 12.4 \times 0.657$$

$$= 8.1 \text{ cfs}$$

DMJM

PROJECT

Furr's CAFEETERIA

PROJECT NO.

4698-02-01

PAGE

ALBUQUERQUE

JUAN TABO + I-40

BY:

CB

DATE:

12-15-86

SUBJECT

ONSITE DRAINAGE

DEVELOPED CONDITIONS

$$\text{WEIGHTED 'C'} = \frac{(55,123)(.90) + 164,169(.95) + 41,141(.25)}{260,433}$$

$$= 0.83$$

$$Q_{100} = C : A$$

$$= (0.83)(5.18)(260,433/43,300)$$

$$= 25.7 \text{ cfs}$$

$$Q_{10} = Q_{100} \times 0.657$$

$$= 25.7 \times 0.657$$

$$= 16.9 \text{ cfs}$$

3 main Drainage Basins on site

$$\text{Basin 1} \approx 54,200 \text{ sf} = 21\%$$

$$\text{Basin 2} \approx 46,900 \text{ sf} = 18\%$$

$$\text{Basin 3} \approx 159,330 \text{ sf} = 61\%$$

$$\text{BASIN 1} \quad Q_{100} = (.21)(25.7) \\ = 5.4$$

$$Q_{10} = (5.4) \times 0.657 \\ 3.5 \text{ cfs}$$

$$\text{BASIN 2} \quad Q_{100} = (.18)(25.7) \\ = 4.6$$

$$Q_{10} = (4.6) \times 0.657 \\ 3.0 \text{ cfs}$$

$$\text{BASIN 3} \quad Q_{100} = (.61)(25.7) \\ = 15.7 \text{ cfs}$$

$$Q_{10} = (15.7) \times 0.657 \\ 10.3 \text{ cfs}$$

DMJM

ALBUQUERQUE

PROJECT

FURR'S CAFETERIA

JUAN TABO + I-40

PROJECT NO.

4698-02-01

BY:

CB

DATE:

12-15-86

PAGE

SUBJECT

ON SITE DRAINAGE

EMERGENCY SPILLWAY

10' WIDE RUNDOWN to I-40 Channel
Assume Acting As WEIR

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

$$Q = 25.4 \text{ cfs}$$

$$L = 10'$$

$$C = 2.8$$

$$H = \left(\frac{Q}{CL} \right)^{2/3}$$

$$H = \left[\frac{25.4}{(2.8)(10)} \right]^{2/3}$$

$$H = 0.94'$$

USE min 12" high curb for the
1st 1' of elev. change from outlet.

check critical Depth of flow in
10' wide ret. channel for $Q = 25.4$
see next page for calc's

$$\text{Energy head} = 0.88' < 0.94' \quad \underline{\text{OK}}$$

TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 17, 1986

=====

PROGRAM INPUT DATA:
DESCRIPTION

	VALUE
Flow Rate (cubic feet per second).....	25.7
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	0.00
Channel Side Slope - Right Side (horizontal/vertical)...	0.00
Channel Bottom Width (feet).....	10.0

=====

PROGRAM RESULTS:
DESCRIPTION

	VALUE
Critical Depth (feet).....	0.59
Critical Slope (feet per foot).....	0.0045
Flow Velocity (feet per second).....	4.36
Froude Number.....	1.000
Velocity Head (feet).....	0.29
Energy Head (feet).....	0.88
Cross-Sectional Area of Flow (square feet).....	5.90
Top Width of Flow (feet).....	10.00

=====

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(713) 895-8322. A manual with equations & flow chart is available.

DMJM

PROJECT

FURRO GOLF COURSE

PROJECT NO.

4698-02-01

PAGE

ALBUQUERQUE

Juan Tabo + I-40

BY:

CB

DATE:

12-15-86

SUBJECT

ONSITE DRAINAGE

check west Driveway capacity.

Assume 25' Ret. channel
ignore 'V' shape in middle of Drive

Slope $\approx 1\%$

$n = 0.15$

$Q = Q = 25.4 \text{ cfs.}$

normal depth : 0.26'

critical depth : 0.32'

OK

see next two pages for computations.

TRAPEZOIDAL CHANNEL ANALYSIS
NORMAL DEPTH COMPUTATION
December 17, 1986

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	25.7
Channel Bottom Slope (feet per foot).....	0.0100
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	0.00
Channel Side Slope - Right Side (horizontal/vertical)...	0.00
Channel Bottom Width (feet).....	25.0

PROGRAM RESULTS:

DESCRIPTION	VALUE
Normal Depth (feet).....	0.26
Flow Velocity (feet per second).....	3.97
Froude Number (Flow is Super-Critical).....	1.377
Velocity Head (feet).....	0.25
Energy Head (feet).....	0.50
Cross-Sectional Area of Flow (square feet).....	6.47
Top Width of Flow (feet).....	25.00

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TRAPEZOIDAL CHANNEL ANALYSIS
CRITICAL DEPTH COMPUTATION
December 17, 1986

=====

PROGRAM INPUT DATA:

DESCRIPTION	VALUE
Flow Rate (cubic feet per second).....	25.7
Manning's Roughness Coefficient (n-value).....	0.0150
Channel Side Slope - Left Side (horizontal/vertical)....	0.00
Channel Side Slope - Right Side (horizontal/vertical)...	0.00
Channel Bottom Width (feet).....	25.0

=====

PROGRAM RESULTS:

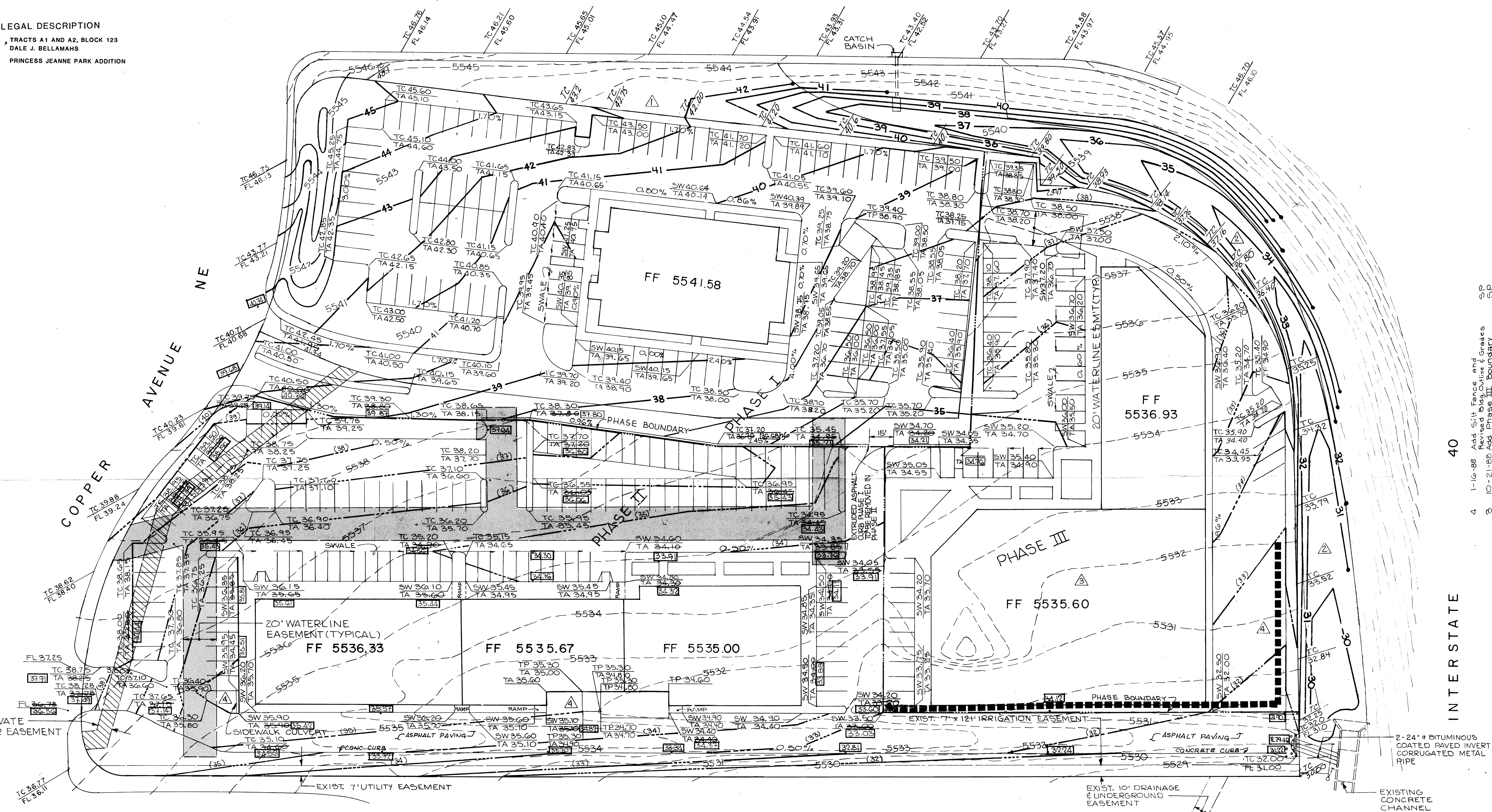
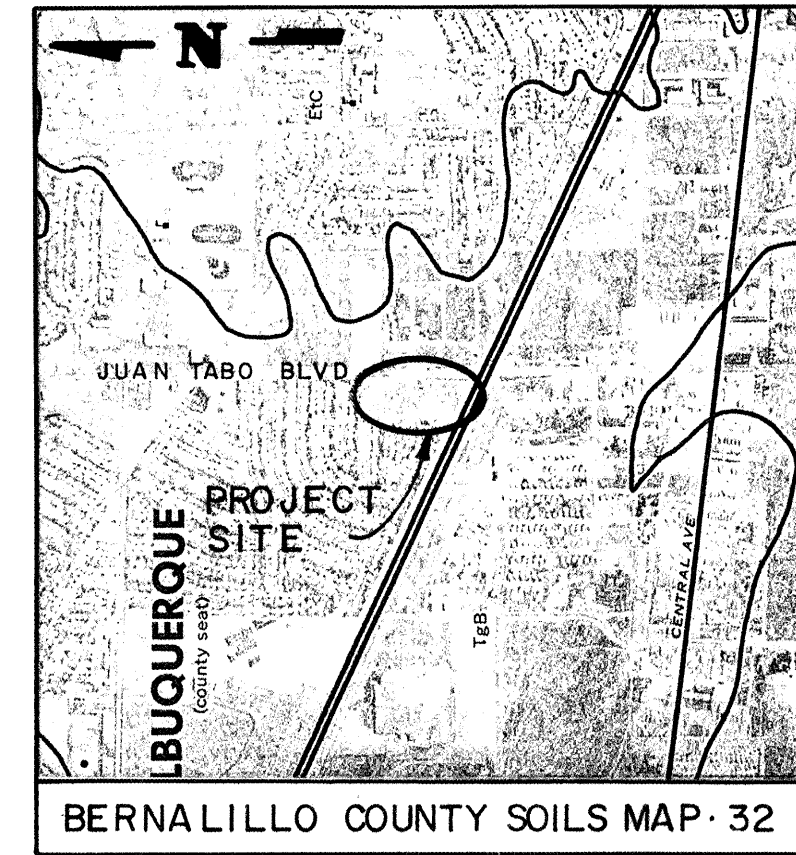
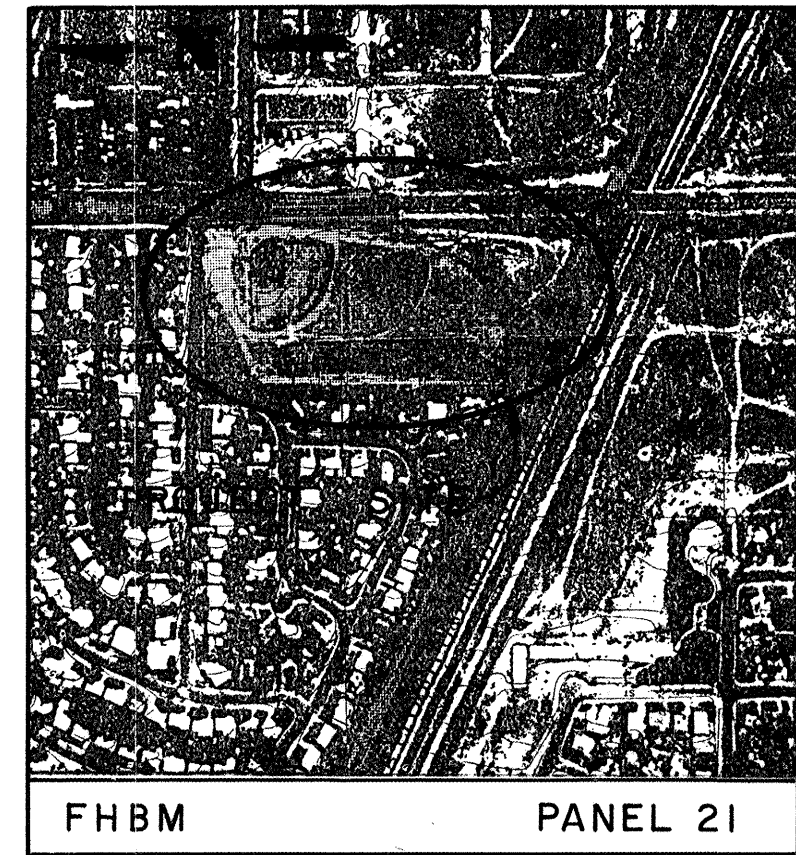
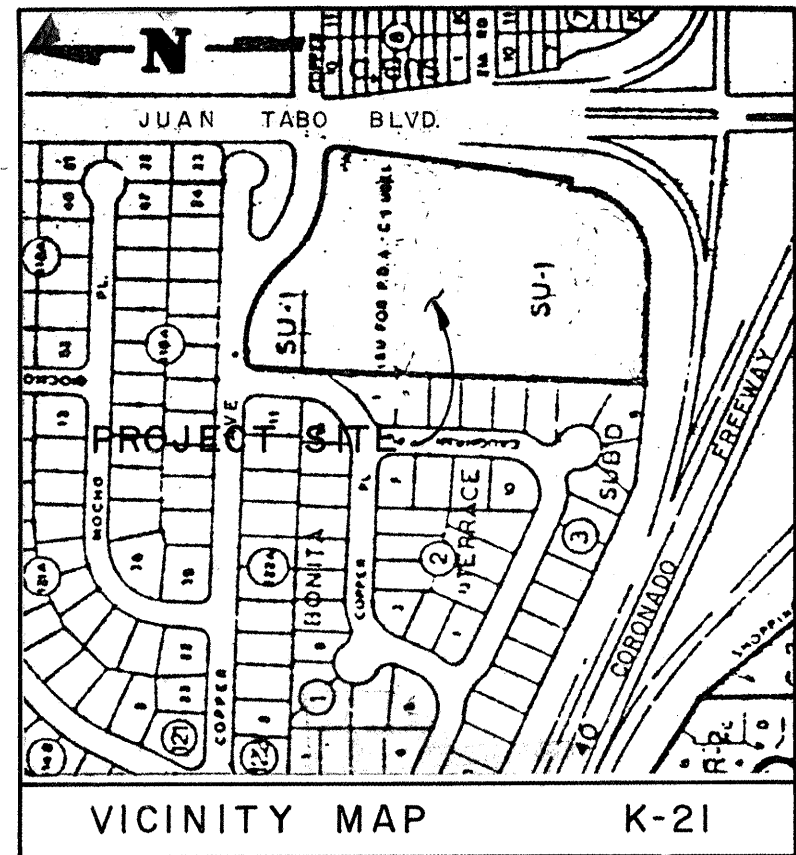
DESCRIPTION	VALUE
Critical Depth (feet).....	0.32
Critical Slope (feet per foot).....	0.0050
Flow Velocity (feet per second).....	3.21
Froude Number.....	1.000
Velocity Head (feet).....	0.16
Energy Head (feet).....	0.48
Cross-Sectional Area of Flow (square feet).....	8.00
Top Width of Flow (feet).....	25.00

=====

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LEGAL DESCRIPTION
TRACTS A1 AND A2, BLOCK 123
DALE J. BELLAMAH'S
PRINCESS JEANNE PARK ADDITION



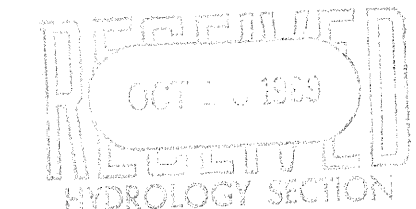
LEGEND

---	EXISTING GROUND CONTOUR LINE
TC 37.10	TOP OF CURB ELEVATION
TA 36.60	TOP OF ASPHALT ELEVATION
TP 35.20	TOP OF CONCRETE PAD ELEVATION
---	EXISTING PAVED CONTOUR LINE
FL 39.24	FLOWLINE ELEVATION
SW 34.60	TOP OF SIDEWALK ELEVATION
FF 5535.60	FINISH FLOOR ELEVATION
---	SWALE
(35)	PROPOSED CONTOUR LINE
	SILT FENCE
36.60 36.48	AS-BUILT ELEVATION

NOTE: PHASE II & PHASE III GRADING WILL BE ACCOMPLISHED WITH THIS CONTRACT.

PHASE III PAVING & BUILDINGS WILL BE ACCOMPLISHED UNDER FUTURE CONTRACT.

I, JEAN J. BORDENAVE, DO HEREBY CERTIFY THAT THE GRADING AND DRAINAGE OF PHASE II AND GRADING OF PHASE III IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED GRADING AND DRAINAGE PLAN AND THAT AS-BUILT DATA SHOWN HEREON WAS OBTAINED BY ME ON 9/29/89.



INTERSTATE 40

GRADING AND DRAINAGE PLAN		TRACTS A-1 & A-2 BLOCK 123 PRINCESS JEANNE ADDITION	
JOB NUMBER 6394.00	FILE NUMBER AC 8521	DATE FEBRUARY 1988	REVISIONS
CLIENT D M J M Daniel Mann, Johnson & Mendenhall 5501 Americas Parkway NE, Suite 690 Albuquerque, New Mexico 87110 (505) 884-4031		DESIGNED JJB 2/88	
DRAWN SP 2/88		CHECKED JJB 2/88	
REVIEWED JJB 2/88		DATE 2/88	