



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Legal Department

(505) 768-4500

FAX (505) 768-4525

December 16, 1994

*Stadium
Storm Drain*

John P. Salazar, Esq.
Rodey, Dickason, Sloan,
Akin & Robb, P.A.
P.O. Box 1888
Albuquerque, NM 87103-1888

**Re: Cooperative Agreement Between the City of Albuquerque and University of
New Mexico/Stadium Blvd. Storm Drain Improvements**

Dear John:

Enclosed is the above referenced agreement in final form that is acceptable to the City. Assuming the form of the agreement is acceptable to UNM, I have been informed by the Hydrology Division that construction bids for the project will be delayed until after January 1, 1995. Please have the agreement executed at the earliest possible time so that the City's window for storm sewer construction is not further jeopardized.

Thank you for your cooperation in this matter.

Sincerely,

Kevin J. Curran
Assistant City Attorney

KJC/cm

c: ~~Dan Hogan~~, Hydrology Manager, Public Works Department
Steve Boberg, Hydrology, Public Works Department
Kim Murphy, Regents of UNM, Scholes Hall, Rm. 233, Albuquerque, NM 87131

pwcmisc\salazar2.1tr

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**COOPERATIVE AGREEMENT
CITY OF ALBUQUERQUE AND UNIVERSITY OF NEW MEXICO
STADIUM BOULEVARD STORM DRAIN IMPROVEMENTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 1994 by and between The Regents of the University of New Mexico (hereinafter referred to as "UNM") and the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as "City").

WHEREAS, large volumes of stormwater run-off flows directly into University and Stadium Boulevards causing flooding of roadways, neighborhoods, and UNM property; and

WHEREAS, to control stormwater run-off a storm drain is needed south of and adjacent to Stadium Boulevard from the South Diversion Channel to University Boulevard (Phase I) and from the eastern most terminus of Easement I to Yale Boulevard (Phase II) (hereinafter collectively referred to as the "Project"); and

WHEREAS, the 1993 Storm Drainage Bond Fund appropriated money for design and construction of a portion of the Project; and

WHEREAS, storm drainage improvements are necessary within UNM property to capture on site run-off and release it at a rate which can be safely conveyed in such a manner as not to endanger downstream facilities or exceed system capacity; and

WHEREAS, coordination and cooperation between the City and UNM will benefit the general public and reduce costs to both parties for future drainage improvements; and

WHEREAS, the City is prepared to begin final planning and design of the Project including an overall analysis of the contributing drainage basin, which includes UNM property, and which must be completed to determine the optimum drainage improvements; and

WHEREAS, constructing the Project on the south side of Stadium Boulevard within UNM property will reduce construction costs, reduce inconvenience to the public, and reduce inconvenience to UNM during construction; and

WHEREAS, constructing the Project on the south side of Stadium Boulevard within UNM property will allow the storm drain to be of sufficient size to allow free discharge of future developed storm flows from that portion of UNM property within the drainage basin of the Project (hereinafter referred to as "UNM Free Discharge Properties"); and

WHEREAS, the Project will intercept storm water before it flows into downstream storm drains, thus substantially reducing the drainage problems in Sunshine Terrace Avenue; and

WHEREAS, the drainage improvements anticipated to be identified in the analysis of the Project are in the best interests of the City, UNM, and the public; and

WHEREAS, the City wishes to purchase and UNM wishes to convey a permanent drainage easement for Phase I of the Project ("Easement I") and an option to purchase a permanent drainage easement for Phase II of the Project ("Easement II") (collectively the "Easements").

NOW THEREFORE, in consideration of the above the parties hereby agree as follows:

- 1. The City shall, at its sole cost:**
 - a. Contract with an Engineer to perform the analysis and design for the Project.**
 - b. Be the lead agency in administering the Project and pay all costs of the Project for analysis and design.**
 - c. Be responsible for the construction, operation and maintenance of the Project and shall allow UNM, in partial consideration for the grant of Easement(s), permission to enter the Easement(s) to tie**

into the Project with future drainage improvements at locations agreed to by UNM and the City pursuant to Paragraph 2(g) of this Agreement.

- d. Pay UNM an amount equivalent to the difference in cost between replacement of existing curbing, paving, landscaping, and other improvements, removed during construction (value of replacing existing improvements) and the cost of placing a 2" asphalt mat (value of 2" mat). The 2" asphalt mat will be constructed by the City at its cost as part of the Project. The amount to be paid to UNM shall be \$10,200 for Phase I and \$21,550 for Phase II. The payment for Phase I shall be made at the same time as the payment for the Easement I is made. The payment for Phase II shall be made at the same time as the payment for Easement II is made.
- e. Coordinate closely, with UNM to minimize disruption to any planned University event during construction of the Project.
- f. Pay to UNM \$100,000 for the conveyance of Easement I. Easement I shall consist of an exclusive (except as herein provided) permanent easement for a storm drain facility with

necessary appurtenances together with a temporary construction easement as shown on Exhibit A. The form of the permanent easement and temporary construction easement shall be as set forth in Exhibits B and D. UNM, as partial consideration for the grant of Easement I shall be permitted (1) to place communication cables within Easement I at the location identified on Exhibit A; and (2) to grant additional easements and permits solely for the purpose of perpendicular crossing of Easement I provided the additional grant(s) or permit(s) does not in the reasonable discretion of the City interfere with the purpose of Easement I. Such additional grants shall be conditioned on the City's prior written approval which will be evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

- g. Upon exercise of the City's option to purchase Easement II, pay to UNM \$100,000 for the conveyance of Easement II. Easement II shall consist of an exclusive (except as herein provided) permanent easement for a storm drain facility with necessary appurtenances together with a temporary construction easement as shown on Exhibit A. The form of the permanent easement and temporary construction easement shall be as set forth in Exhibit B and D. UNM as partial consideration for the grant of Easement

II, shall be permitted (1) to place communication cables within Easement II at the location identified on Exhibit A; and (2) to grant additional easements and permits solely for the purpose of perpendicular crossing of Easement II provided the additional grant(s) or permit(s) does not in the reasonable discretion of the City interfere with the purpose of the City's easement. Such additional grants shall be conditioned on the City's prior written approval which will be evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

2. UNM shall, at its sole cost:

- a. Use the City contribution of Two Hundred Thousand Dollars (\$200,000) for the purpose of designing, reconfiguring, and constructing landscaping improvements on UNM property or within the public right-of-way in accordance with all applicable laws statutes and ordinances along Stadium Boulevard between the South Diversion Channel and Buena Vista Drive and/or along University Boulevard between Coal Avenue and Sunshine Terrace. Exact locations of landscaping improvements within the limits set forth herein shall be determined by UNM in its sole discretion in accordance with all applicable laws, statutes and ordinances,

provided, however, that no landscaping shall be installed which will interfere with the purpose of the Easements. The first One Hundred Thousand Dollars (\$100,000) shall be used within 18 months following completion of construction of Phase I in areas which will not be disturbed in Phase II of the Project. The second One Hundred Thousand Dollars (\$100,000) shall be used within 18 months following completion of construction of Phase II. In this manner, landscaping improvements will not be installed prior to storm drain construction that would then be destroyed.

- b. Coordinate with the City during the design phase to reconfigure landscaping and access as desired and agreed to by UNM and the City.
- c. As consideration for payment, and other rights reserved herein, convey to the City, an exclusive (except as herein provided) permanent drainage easement, and temporary construction easement for Phase I of the Project. The location of the permanent exclusive drainage easement and the locations of the temporary construction easement are shown on Exhibit A and are to be conveyed in the form shown in Exhibits B and D.

- d. In consideration for the execution of the Agreement UNM hereby grants to the City an exclusive option ("Option") until 5:00 p.m. New Mexico time on December 31, 2000 (the "Option Period") to purchase an exclusive (except as herein provided) permanent drainage easement and temporary construction easements for Phase II of the Project. The location of the permanent exclusive drainage easement and temporary construction easements are shown on Exhibit A and are to be conveyed in the form shown on Exhibits B and D. The purchase price for Easement II is \$100,000. The City may exercise the Option by giving written notice (the "Option Notice") to UNM at least thirty days (30) before the end of the Option Period. The Option Notice shall state that the City exercises the Option and shall designate a proposed date for the conveyance which date shall not be more than sixty (60) days after the date the Option Notice is given to UNM.
- e. Be responsible for the design, construction, operation and maintenance of future non-public drainage improvements on UNM property needed to convey storm water from UNM Free Discharge Properties to the Project.
- f. Coordinate closely, with the City to minimize disruption to any

planned University event during construction of the Project.

9. Construct drop inlets for storm sewer conveyance to the Project concurrently with its landscaping reconfiguration at controlled discharge points identified on Exhibit A (the "Controlled Discharge Points") pursuant to Paragraph 2a of this Agreement. In the event of future development of UNM Free Discharge Properties, UNM shall make every reasonable effort to convey storm water directly to the Project in a controlled manner, in a fashion approved by the City in writing as evidenced by a sign-off by the City Engineer or his designee on the appropriate plans, to the Controlled Discharge Points in lieu of simply releasing storm water overland to a public right-of-way. For purposes of this paragraph future development shall be defined to be any activity requiring building permits, site plan approval or subdivision plat approval as well as any activity requiring a grading or paving permit in the event storm water flows are appreciably increased or changed as a result of the grading or paving activity.

The Controlled Discharge Points are shown on Exhibit A but are not necessarily limited to the number of discharge points or locations shown. Exact locations of the Controlled Discharge

Points for future development will be agreed upon during the design phase of the Project.

- h. As a condition to the payment to UNM for the necessary easements, furnish to the City a title commitment acceptable to the City and a policy of title insurance covering the Easement property issued in the amount of \$100,000 per phase.

3. Both parties agree that:

- a. A project team shall be formed with one or more members from the UNM staff and one or more members from the City staff to coordinate the Project.
- b. During design and construction, any change or modification to the drainage system not in accordance with the design analysis of the Project which affects the system capacity or performance shall be agreed to by both parties in advance.
- c. After the Project improvements are in place, any future removal or alteration of the structures or modification in operation which affects system capacity shall be agreed to in writing by both

parties in advance.

- d. The City and UNM are not committed to expenditure of any funds until such time as funds are budgeted, or appropriated and approved for expenditure by the governing body for each party.
- e. The title and ownership of the Project improvements shall, at all times, be vested in the City.
- f. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property resulting from negligence of its employees or agents and shall indemnify the other party to that extent. The liability of the University of New Mexico and the City of Albuquerque shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA, 1978, as amended. Provided however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or

specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

- g. All notices required or permitted under this Cooperative Agreement shall be delivered or sent by certified mail receipt requested, to the parties as follows:

To the University of New Mexico:

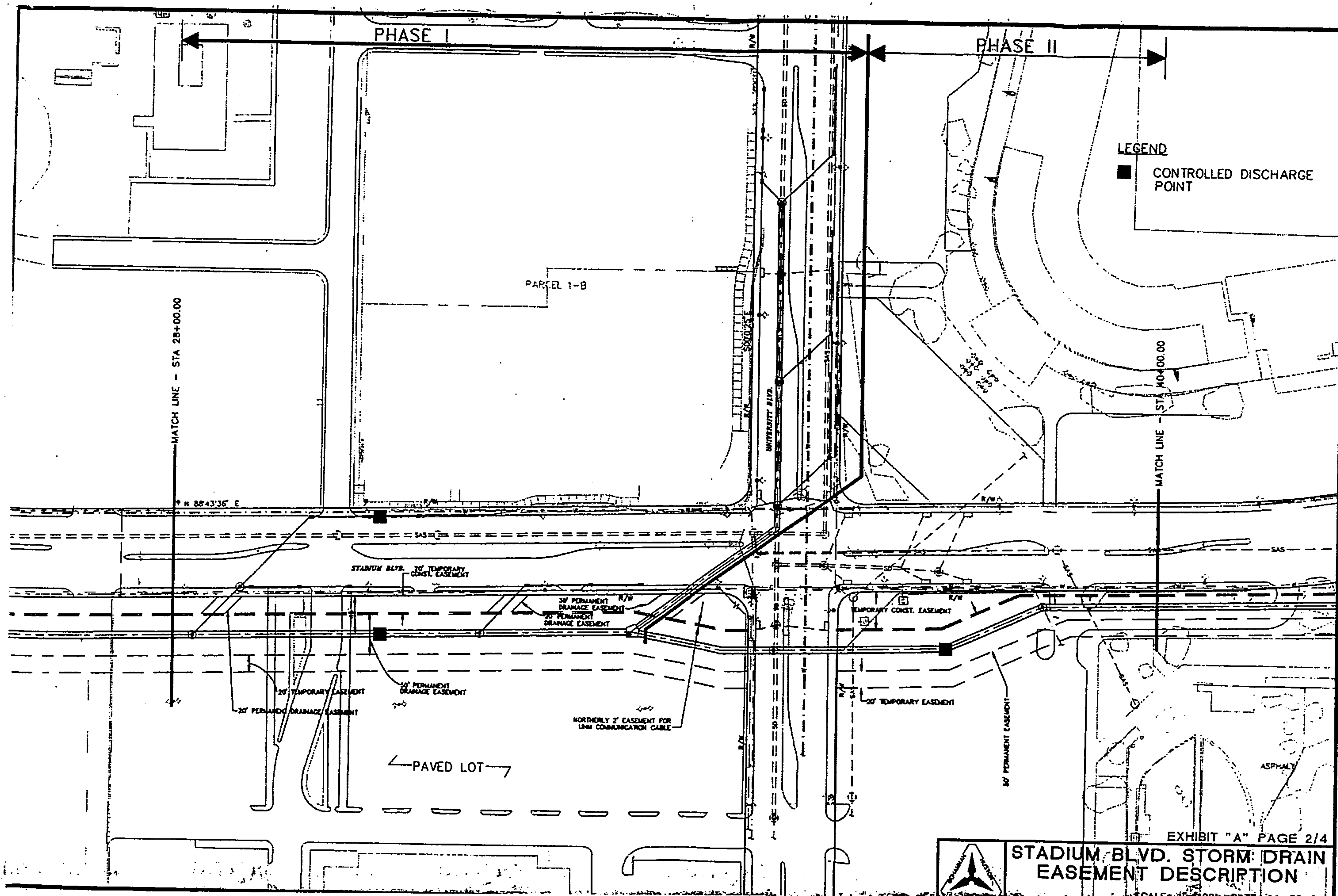
The Regents of the University of New Mexico
Scholes Hall, Room 233
Albuquerque, NM 87131
Attn: Kim Murphy, Director of Real Estate

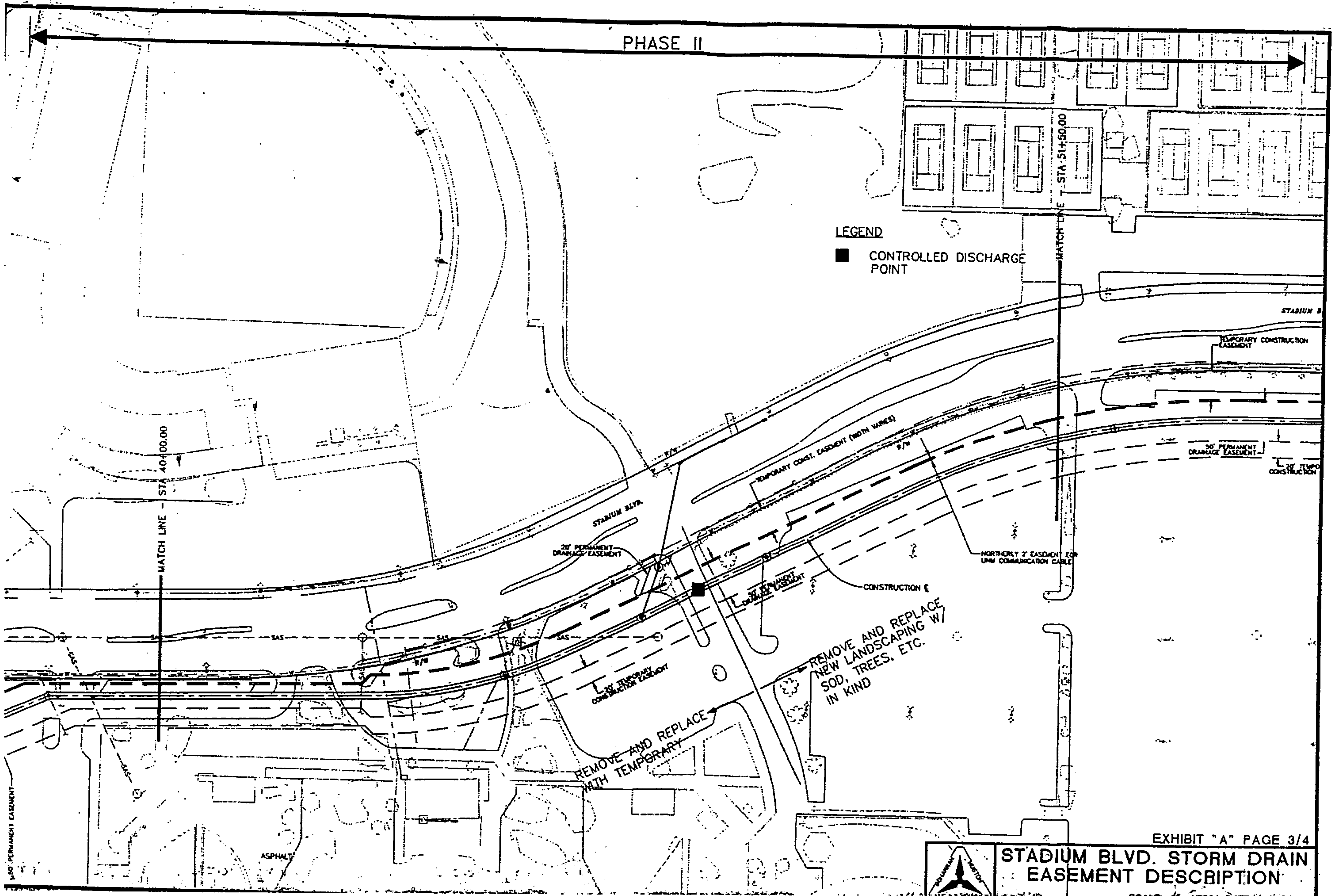
To the City:

City of Albuquerque
400 Marquette Avenue N.W.
P.O. Box 1293
Albuquerque, NM 87103
Attn: Lawrence Rael, Chief Administrative Officer
c: Robert E. Gurule, Director, Public Works Dept.

- h. This Agreement is subject to approval and shall not be binding upon the parties until approved by the Chief Administrative Officer of the City of Albuquerque, and UNM.







9501296

95056126

PERMANENT EASEMENT
(Easement I)

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This grant of Easement ("Easement"), is between The Regents of the University of New Mexico ("Grantor"), and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM 87103.

1. **Grant of Easement.** The Grantor grants to the City, effective upon and subject to City's acceptance, an exclusive (except as herein provided) permanent easement for a storm drain and necessary appurtenances, ("Public Improvement") on, over, across and through the Grantor's property which permanent easement, is more particularly described as Easement I on Exhibit A attached hereto ("Easement Property"), together with the right of the City to construct, operate, maintain, repair, and replace the Public Improvement and the right to remove trees, bushes, undergrowth and any other obstacles upon the Easement Property if the City reasonably determines they interfere with the appropriate use of the easement. Included with this grant is the right of the City to reasonable access across Grantor's adjoining property.

2. **Restoration and Maintenance.** The City shall maintain the Easement Property and restore the surface of the Easement Property to its condition before construction of the Public Improvements is undertaken as agreed upon by the parties in the Cooperative Agreement, (1) upon completion of construction of the Public Improvements and (2) following completion of construction if maintenance activity subsequently disturbs the surface.

3. **Warranties.** Grantor represents that it is the owner in fee simple of the Easement Property and that it has a good and lawful right to grant this Easement or any part thereof.

4. **Termination.** Should the City not commence construction of the Public Improvement within a reasonable time, not to exceed three (3) years after this Easement is granted and accepted, the City shall execute upon Grantor's request, a Termination and Release of Easement substantially in the form attached as Exhibit B, whereupon the Easement shall terminate and the Easement property shall revert to and merge with Grantor's fee simple ownership of the property. The time period for termination will be extended by an amount of time equal to the time the Public Improvement is delayed by causes beyond the control of the City. Delays that will be the basis for an extension of the time provisions as provided in this paragraph shall include but not limited to, acts or neglect by any separate contractor employed directly or indirectly by the City, abnormal weather conditions, acts of nature, labor disputes, or other similar items not under the control of the City. Upon execution and delivery to Grantor of the Termination and Release of Easement, Grantor shall reimburse to the City the sum of \$110,200.

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Should the City commence construction but not substantially complete the Public Improvement within a reasonable time, not to exceed three (3) years after this Easement is granted, the City shall execute upon Grantor's request, a Termination and Release of Easement substantially in the form attached as Exhibit B, whereupon the Easement shall terminate and the Easement Property shall revert to and merge with Grantor's fee simple ownership of the property. The time period for termination will be extended by an amount of time equal to the time construction of the Public Improvement is delayed by causes beyond the control of the City. Delays that will be the basis for an extension of the time provisions as provided in this paragraph shall include but not limited to, acts or neglect by any separate contractor employed directly or indirectly by the City, abnormal weather conditions, acts of nature, labor disputes, or other similar items not under the control of the City. Upon execution and delivery to Grantor of the Termination and Release of Easement Grantor shall reimburse to the City the sum of \$110,200. City shall restore Grantor's property at the City's expense as promptly as is reasonably practicable, but in any event, no later than one (1) year after execution and delivery of the Termination and Release of Easement to at least as good a condition as existed immediately prior to the start of construction. Unless the parties otherwise agree, restoration of the property shall include the removal of any pipe and appurtenant structures.

5. Reservation of Rights. Grantor reserves all rights not specifically granted herein, including, but not limited to, its right to exercise dominion over the surface of the Easement Property to the extent such dominion does not interfere with the use of the Easement Property for storm drainage purposes and the right to tie into locations for future drainage improvements. It is understood, for example, that Grantor reserves the right to use the surface of the Easement Property for vehicular access, paved and unpaved parking and other purposes incidental to the use and enjoyment of Grantor's facilities and those of Grantor's successors in interest in the vicinity of the Easement Property. Grantor further reserves the right (1) to place communication cables within the Easement Property at the location identified on Exhibit A, and (2) to grant additional easements and permits within the Easement Property for the sole purpose of perpendicular crossing of the Easement provided that the City determines in the City's reasonable discretion that the additional grant(s) and/or permit(s) does not interfere with the Easement Property for storm drain purposes. Such additional grants shall be conditioned on the City's prior written approval as evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

6. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the fee title to the Easement Property for the benefit of the City and its successors and assigns until terminated in writing by the execution of a Termination and Release of Easement substantially in the form attached as Exhibit B.

7. Indemnification. As between the parties, each party acknowledges that

6915

it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent resulting from negligence of its employees or agents, and shall indemnify the other party to that extent. The liability of the University of New Mexico and the City of Albuquerque shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA, 1978, as amended. Provided however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

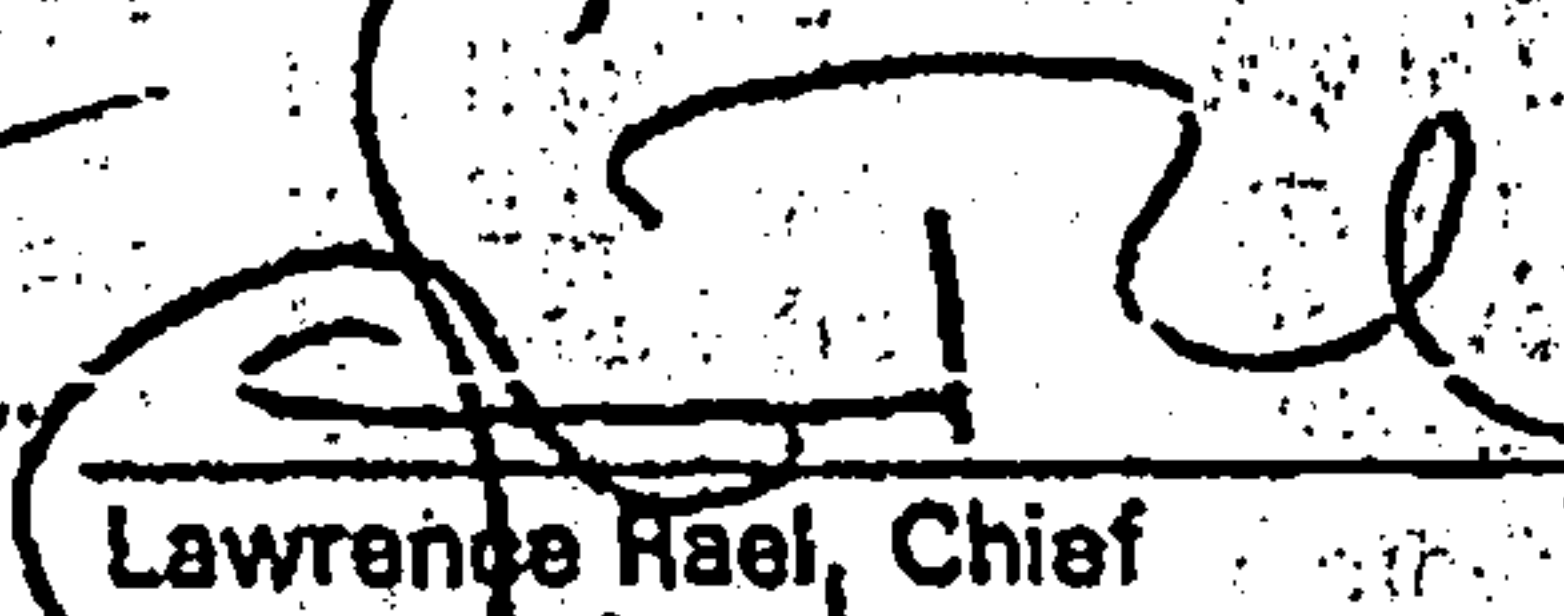
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated next to their respective signatures, with the effective date of this agreement to be the date of the last signature affixed hereto.

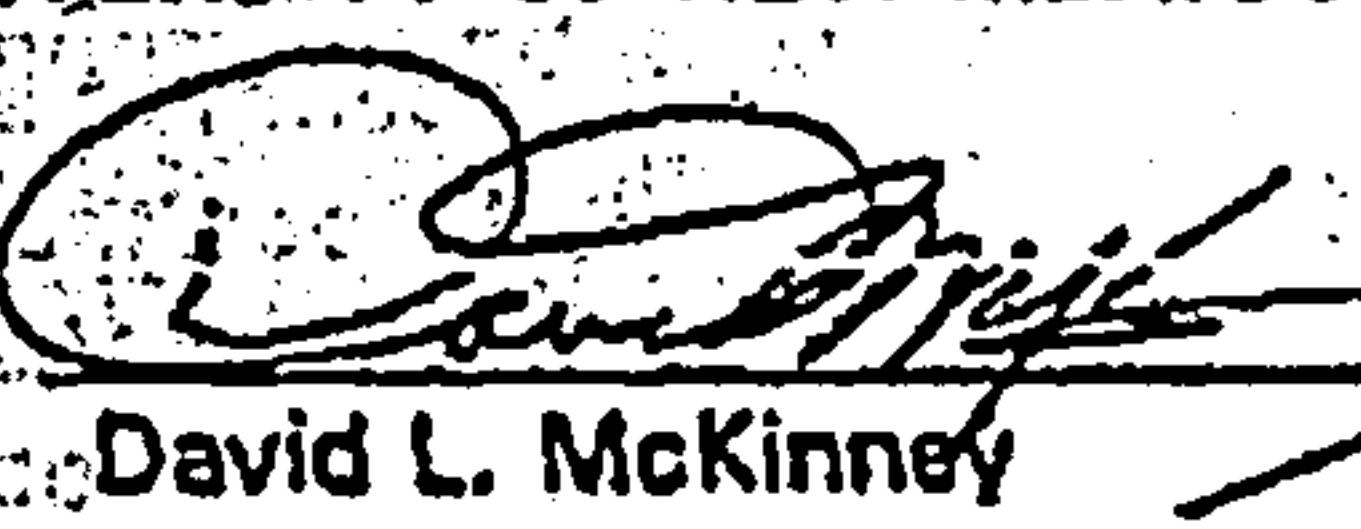
ACCEPTED AND AGREED:

GRANTOR:

CITY OF ALBUQUERQUE

THE REGENTS OF THE
UNIVERSITY OF NEW MEXICO

By: 
Lawrence Rael, Chief
Administrative Officer

By: 
David L. McKinney
Vice President,
Business & Finance

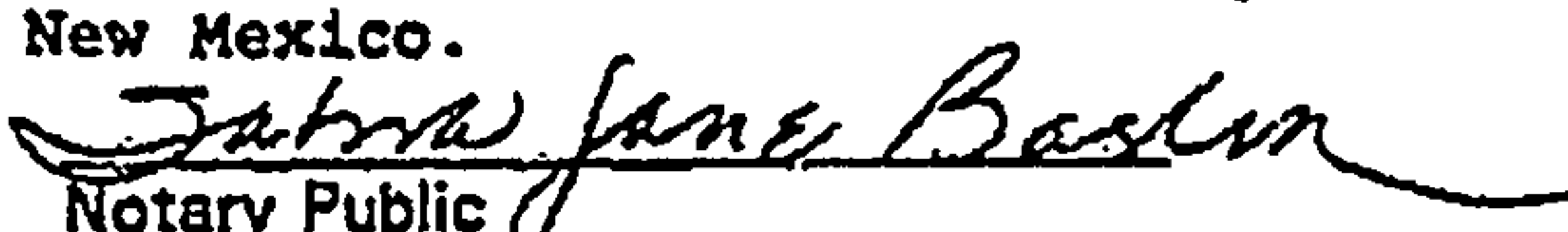
Date: 5/18/95

Date: 5/16/95

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 16 May 95
by David L. McKinney, Vice President of Business & Finance, for The
Regents of the University of New Mexico.


Notary Public

My Commission Expires:

24 April 1999

CITY OF ALBUQUERQUE



May 4, 2010

John A. Tellez, P.E.
Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106

Re: University Arena Renovations Grading and Drainage Plan
Engineer's Stamp dated 4-30-10 (L15/D059)

Dear Mr. Tellez,

Based upon the information provided in your submittal received 4-30-10, the above referenced is approved for Grading Permit, Paving Permit and Work Order with the following conditions:

- Build Note 7 in Pond 2 should be changed to Build Note 5.
- The inverts for the manhole, Build Note 16, need to be changed a minimum of about 6 feet.
- Send an e-mail within a couple of days with the new inverts for the manhole, Build Note 16, so that the UNM Housing Project plan can be in sync with this project.

Upon completion of this project, provide an Engineer's Certification for our files.

This project requires a National Pollutant Discharge Elimination System (NPDES) permit for storm water discharge.

This project requires a Topsoil Disturbance Permit since it is disturbing $\frac{3}{4}$ of an acre or more.

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

Sincerely,

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

Copy: file
Kathy Verhage, DMD

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: University Arena Renovations ZONE MAP/DRG. FILE #: L-15 1059
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: Parcel 4/UNM Arena 0000, UNM South Campus
CITY ADDRESS: 1701 University Blvd., SE Albuquerque, NM 87106

ENGINEERING FIRM: Molzen-Corbin & Associates
ADDRESS: 2701 Miles Rd. SE
CITY, STATE: Albuquerque, NM

CONTACT: John Tellez
PHONE: (505) 242-5700
ZIP CODE: 87106

OWNER: University of New Mexico/OCF
ADDRESS: MSC 07 4210 1 UNM
CITY, STATE: Albuquerque, NM

CONTACT: Maria Dion
PHONE: (505) 277-2236
ZIP CODE: 87131-0001

ARCHITECT: Molzen-Corbin & Associates
ADDRESS: 2701 Miles Rd., SE
CITY, STATE: Albuquerque, NM

CONTACT: John Pate
PHONE: (505) 242-5700
ZIP CODE: 87106

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

CONTACT: Chuck Cala
PHONE: 345-4250
ZIP CODE: 87109

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

- ☒ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
- ☒ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☒ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

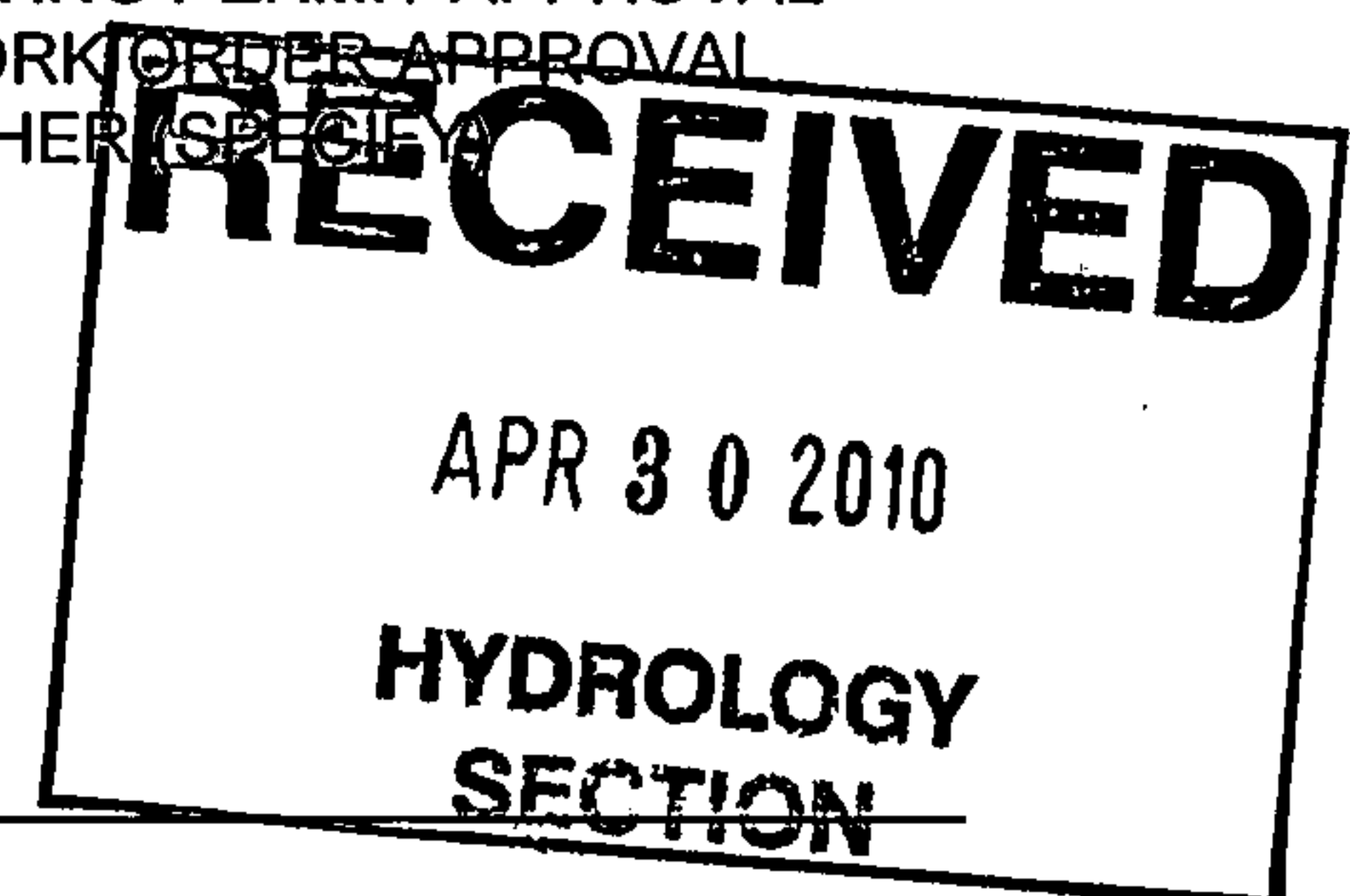
CHECK TYPE OF APPROVAL SOUGHT:

- ☐ 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

DATE SUBMITTED: 4/30/10 BY: John Tellez



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.

2701 Miles Road SE
Albuquerque, NM 87106
TEL: 505.242.5700
FAX: 505.242.0673



MOLZEN-CORBIN & Associates
ENGINEERS/ARCHITECTS/PLANNERS

April 30, 2010

Curtis A. Cherne, P.E.
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Re: University Arena Renovations Grading & Drainage Plan
Engineer's Stamp dated 4-20-10 (L15/D059)

Dear Mr. Cherne,

With regards to your letter dated April 23, 2010 we submit the following responses to your comments:

COA Comment: *"Provide a detail for the spillway to be constructed as part of Pond 2. The detail should specify the width, depth, inverts and capacity".*

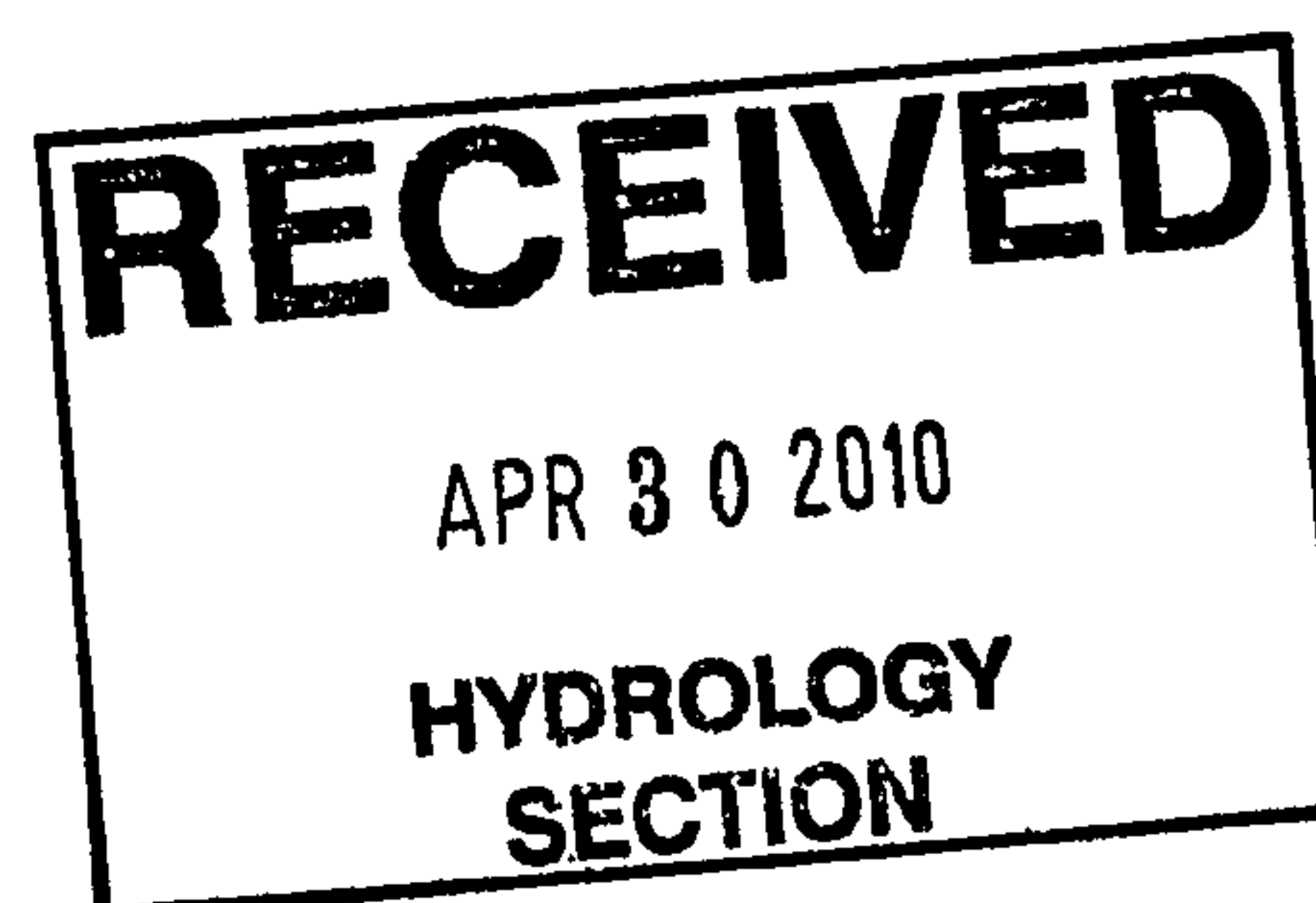
MCA Response: Detail has been provided. See sheet C-501

COA Comment: *"Connection to the 96" storm drain is to be built per work order. There should not be any build notes for this work on this plan".*

MCA Response: A note will be added to the 96" storm drain connection indicating that this work will be constructed under a separate work order. See plans.

COA Comment: *"The water quality grate is shown on Sheet C-501, but there is no build note that references it. "Grate per Detail B3 on Sheet C-501" could be added to the build note".*

MCA Response: This has been corrected accordingly.



COA Comment: *"The pond hydrographs have an Outflow value when the WSE is below the weir. If this table begins at the weir elevation, then the volume below the Max water surface elevation is not included".*

MCA Response: For ease in calculations, the volume below the weir was ignored and all calculations (both volume and outflow) were started at the weir elevation. This is based on an assumption that the pond below the weir is full from a recent storm, sediment, or some combination thereof. All of the values given for pond volume were calculated as if the weir elevation were the bottom elevation of the pond.

COA Comment: *"Should water quality grates be constructed on the Type 'C' inlets east of the PIT?"*

MCA Response: They have been called out to be constructed with water quality grates.

COA Comment: *"On the water quality grate detail, Note A is pointing to the Top bar rather than to the bearing bar. In addition, the rear end bar is not shown".*

MCA Response: The detail has been corrected.

COA Comment: *"Build Note 14 Sheet C-103 specifies rip-rap on Sheet C-102. The detail is shown on Sheet C-500".*

MCA Response: This has been corrected.

COA Comment: *"Numerous leaders are missing TC/TA".*

MCA Response: This has been corrected. There are some white space areas within the concrete apron just outside the building, which, are actually landscaping planters.

COA Comment: *"Basin 10 is specified as having 567% land treatment D".*

MCA Response: This has been corrected.

If you have any further questions, please do not hesitate to contact me at 242-5700.

Sincerely,



John A. Tellez, P.E.
Civil Engineer



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Legal Department

(505) 768-4500

FAX (505) 768-4525

December 16, 1994

John P. Salazar, Esq.
Rodey, Dickason, Sloan,
Akin & Robb, P.A.
P.O. Box 1888
Albuquerque, NM 87103-1888

**Re: Cooperative Agreement Between the City of Albuquerque and University of
New Mexico/Stadium Blvd. Storm Drain Improvements**

Dear John:

Enclosed is the above referenced agreement in final form that is acceptable to the City. Assuming the form of the agreement is acceptable to UNM, I have been informed by the Hydrology Division that construction bids for the project will be delayed until after January 1, 1995. Please have the agreement executed at the earliest possible time so that the City's window for storm sewer construction is not further jeopardized.

Thank you for your cooperation in this matter.

Sincerely,

Kevin J. Curran
Assistant City Attorney

KJC/cm

c: ~~Dan Hogan~~ Hydrology Manager, Public Works Department
Steve Boberg, Hydrology, Public Works Department
Kim Murphy, Regents of UNM, Scholes Hall, Rm. 233, Albuquerque, NM 87131

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DEC 19 1994

10846

**COOPERATIVE AGREEMENT
CITY OF ALBUQUERQUE AND UNIVERSITY OF NEW MEXICO
STADIUM BOULEVARD STORM DRAIN IMPROVEMENTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 1994 by and between The Regents of the University of New Mexico (hereinafter referred to as "UNM") and the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as "City").

WHEREAS, large volumes of stormwater run-off flows directly into University and Stadium Boulevards causing flooding of roadways, neighborhoods, and UNM property; and

WHEREAS, to control stormwater run-off a storm drain is needed south of and adjacent to Stadium Boulevard from the South Diversion Channel to University Boulevard (Phase I) and from the eastern most terminus of Easement I to Yale Boulevard (Phase II) (hereinafter collectively referred to as the "Project"); and

WHEREAS, the 1993 Storm Drainage Bond Fund appropriated money for design and construction of a portion of the Project; and

WHEREAS, storm drainage improvements are necessary within UNM property to capture on site run-off and release it at a rate which can be safely conveyed in such a manner as not to endanger downstream facilities or exceed system capacity; and

WHEREAS, coordination and cooperation between the City and UNM will benefit the general public and reduce costs to both parties for future drainage improvements; and

WHEREAS, the City is prepared to begin final planning and design of the Project including an overall analysis of the contributing drainage basin, which includes UNM property, and which must be completed to determine the optimum drainage improvements; and

WHEREAS, constructing the Project on the south side of Stadium Boulevard within UNM property will reduce construction costs, reduce inconvenience to the public, and reduce inconvenience to UNM during construction; and

WHEREAS, constructing the Project on the south side of Stadium Boulevard within UNM property will allow the storm drain to be of sufficient size to allow free discharge of future developed storm flows from that portion of UNM property within the drainage basin of the Project (hereinafter referred to as "UNM Free Discharge Properties"); and

WHEREAS, the Project will intercept storm water before it flows into downstream storm drains, thus substantially reducing the drainage problems in Sunshine Terrace Avenue; and

WHEREAS, the drainage improvements anticipated to be identified in the analysis of the Project are in the best interests of the City, UNM, and the public; and

WHEREAS, the City wishes to purchase and UNM wishes to convey a permanent drainage easement for Phase I of the Project ("Easement I") and an option to purchase a permanent drainage easement for Phase II of the Project ("Easement II") (collectively the "Easements").

NOW THEREFORE, in consideration of the above the parties hereby agree as follows:

- 1. The City shall, at its sole cost:**
 - a. Contract with an Engineer to perform the analysis and design for the Project.**
 - b. Be the lead agency in administering the Project and pay all costs of the Project for analysis and design.**
 - c. Be responsible for the construction, operation and maintenance of the Project and shall allow UNM, in partial consideration for the grant of Easement(s), permission to enter the Easement(s) to tie**

into the Project with future drainage improvements at locations agreed to by UNM and the City pursuant to Paragraph 2(g) of this Agreement.

- d. Pay UNM an amount equivalent to the difference in cost between replacement of existing curbing, paving, landscaping, and other improvements, removed during construction (value of replacing existing improvements) and the cost of placing a 2" asphalt mat (value of 2" mat). The 2" asphalt mat will be constructed by the City at its cost as part of the Project. The amount to be paid to UNM shall be \$10,200 for Phase I and \$21,550 for Phase II. The payment for Phase I shall be made at the same time as the payment for the Easement I is made. The payment for Phase II shall be made at the same time as the payment for Easement II is made.
- e. Coordinate closely, with UNM to minimize disruption to any planned University event during construction of the Project.
- f. Pay to UNM \$100,000 for the conveyance of Easement I. Easement I shall consist of an exclusive (except as herein provided) permanent easement for a storm drain facility with

necessary appurtenances together with a temporary construction easement as shown on Exhibit A. The form of the permanent easement and temporary construction easement shall be as set forth in Exhibits B and D. UNM, as partial consideration for the grant of Easement I shall be permitted (1) to place communication cables within Easement I at the location identified on Exhibit A; and (2) to grant additional easements and permits solely for the purpose of perpendicular crossing of Easement I provided the additional grant(s) or permit(s) does not in the reasonable discretion of the City interfere with the purpose of Easement I. Such additional grants shall be conditioned on the City's prior written approval which will be evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

- g. Upon exercise of the City's option to purchase Easement II, pay to UNM \$100,000 for the conveyance of Easement II. Easement II shall consist of an exclusive (except as herein provided) permanent easement for a storm drain facility with necessary appurtenances together with a temporary construction easement as shown on Exhibit A. The form of the permanent easement and temporary construction easement shall be as set forth in Exhibit B and D. UNM as partial consideration for the grant of Easement

II, shall be permitted (1) to place communication cables within Easement II at the location identified on Exhibit A; and (2) to grant additional easements and permits solely for the purpose of perpendicular crossing of Easement II provided the additional grant(s) or permit(s) does not in the reasonable discretion of the City interfere with the purpose of the City's easement. Such additional grants shall be conditioned on the City's prior written approval which will be evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

2. UNM shall, at its sole cost:

- a. Use the City contribution of Two Hundred Thousand Dollars (\$200,000) for the purpose of designing, reconfiguring, and constructing landscaping improvements on UNM property or within the public right-of-way in accordance with all applicable laws statutes and ordinances along Stadium Boulevard between the South Diversion Channel and Buena Vista Drive and/or along University Boulevard between Coal Avenue and Sunshine Terrace. Exact locations of landscaping improvements within the limits set forth herein shall be determined by UNM in its sole discretion in accordance with all applicable laws, statutes and ordinances,

provided, however, that no landscaping shall be installed which will interfere with the purpose of the Easements. The first One Hundred Thousand Dollars (\$100,000) shall be used within 18 months following completion of construction of Phase I in areas which will not be disturbed in Phase II of the Project. The second One Hundred Thousand Dollars (\$100,000) shall be used within 18 months following completion of construction of Phase II. In this manner, landscaping improvements will not be installed prior to storm drain construction that would then be destroyed.

- b. Coordinate with the City during the design phase to reconfigure landscaping and access as desired and agreed to by UNM and the City.
- c. As consideration for payment, and other rights reserved herein, convey to the City, an exclusive (except as herein provided) permanent drainage easement, and temporary construction easement for Phase I of the Project. The location of the permanent exclusive drainage easement and the locations of the temporary construction easement are shown on Exhibit A and are to be conveyed in the form shown in Exhibits B and D.

- d. In consideration for the execution of the Agreement UNM hereby grants to the City an exclusive option ("Option") until 5:00 p.m. New Mexico time on December 31, 2000 (the "Option Period") to purchase an exclusive (except as herein provided) permanent drainage easement and temporary construction easements for Phase II of the Project. The location of the permanent exclusive drainage easement and temporary construction easements are shown on Exhibit A and are to be conveyed in the form shown on Exhibits B and D. The purchase price for Easement II is \$100,000. The City may exercise the Option by giving written notice (the "Option Notice") to UNM at least thirty days (30) before the end of the Option Period. The Option Notice shall state that the City exercises the Option and shall designate a proposed date for the conveyance which date shall not be more than sixty (60) days after the date the Option Notice is given to UNM.
- e. Be responsible for the design, construction, operation and maintenance of future non-public drainage improvements on UNM property needed to convey storm water from UNM Free Discharge Properties to the Project.
- f. Coordinate closely, with the City to minimize disruption to any

planned University event during construction of the Project.

9. Construct drop inlets for storm sewer conveyance to the Project concurrently with its landscaping reconfiguration at controlled discharge points identified on Exhibit A (the "Controlled Discharge Points") pursuant to Paragraph 2a of this Agreement. In the event of future development of UNM Free Discharge Properties, UNM shall make every reasonable effort to convey storm water directly to the Project in a controlled manner, in a fashion approved by the City in writing as evidenced by a sign-off by the City Engineer or his designee on the appropriate plans, to the Controlled Discharge Points in lieu of simply releasing storm water overland to a public right-of-way. For purposes of this paragraph future development shall be defined to be any activity requiring building permits, site plan approval or subdivision plat approval as well as any activity requiring a grading or paving permit in the event storm water flows are appreciably increased or changed as a result of the grading or paving activity.

The Controlled Discharge Points are shown on Exhibit A but are not necessarily limited to the number of discharge points or locations shown. Exact locations of the Controlled Discharge

Points for future development will be agreed upon during the design phase of the Project.

- h. As a condition to the payment to UNM for the necessary easements, furnish to the City a title commitment acceptable to the City and a policy of title insurance covering the Easement property issued in the amount of \$100,000 per phase.

3. Both parties agree that:

- a. A project team shall be formed with one or more members from the UNM staff and one or more members from the City staff to coordinate the Project.
- b. During design and construction, any change or modification to the drainage system not in accordance with the design analysis of the Project which affects the system capacity or performance shall be agreed to by both parties in advance.
- c. After the Project improvements are in place, any future removal or alteration of the structures or modification in operation which affects system capacity shall be agreed to in writing by both

parties in advance.

- d. The City and UNM are not committed to expenditure of any funds until such time as funds are budgeted, or appropriated and approved for expenditure by the governing body for each party.
- e. The title and ownership of the Project improvements shall, at all times, be vested in the City.
- f. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property resulting from negligence of its employees or agents and shall indemnify the other party to that extent. The liability of the University of New Mexico and the City of Albuquerque shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA, 1978, as amended. Provided however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or

specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

- g. All notices required or permitted under this Cooperative Agreement shall be delivered or sent by certified mail receipt requested, to the parties as follows:

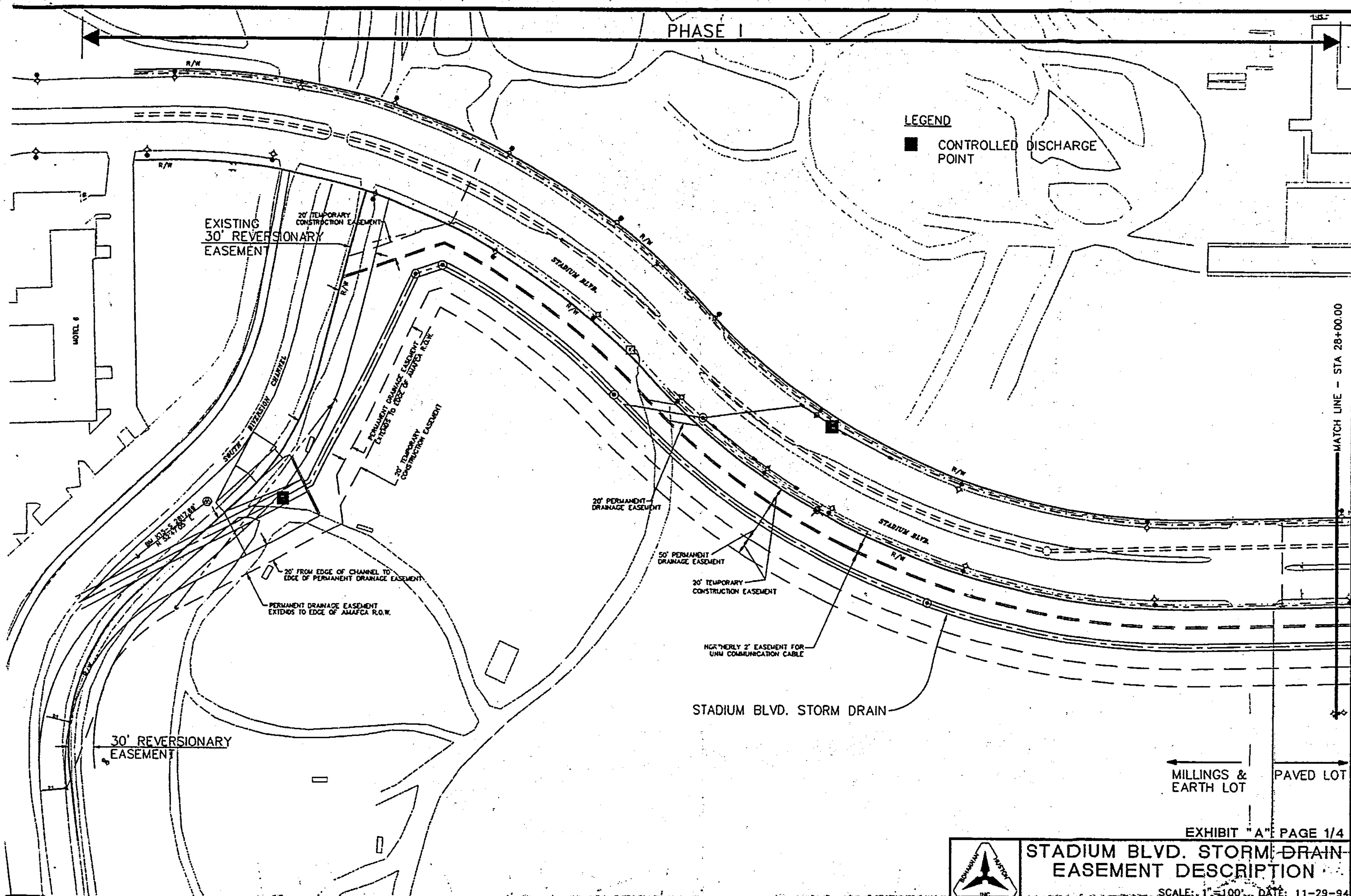
To the University of New Mexico:

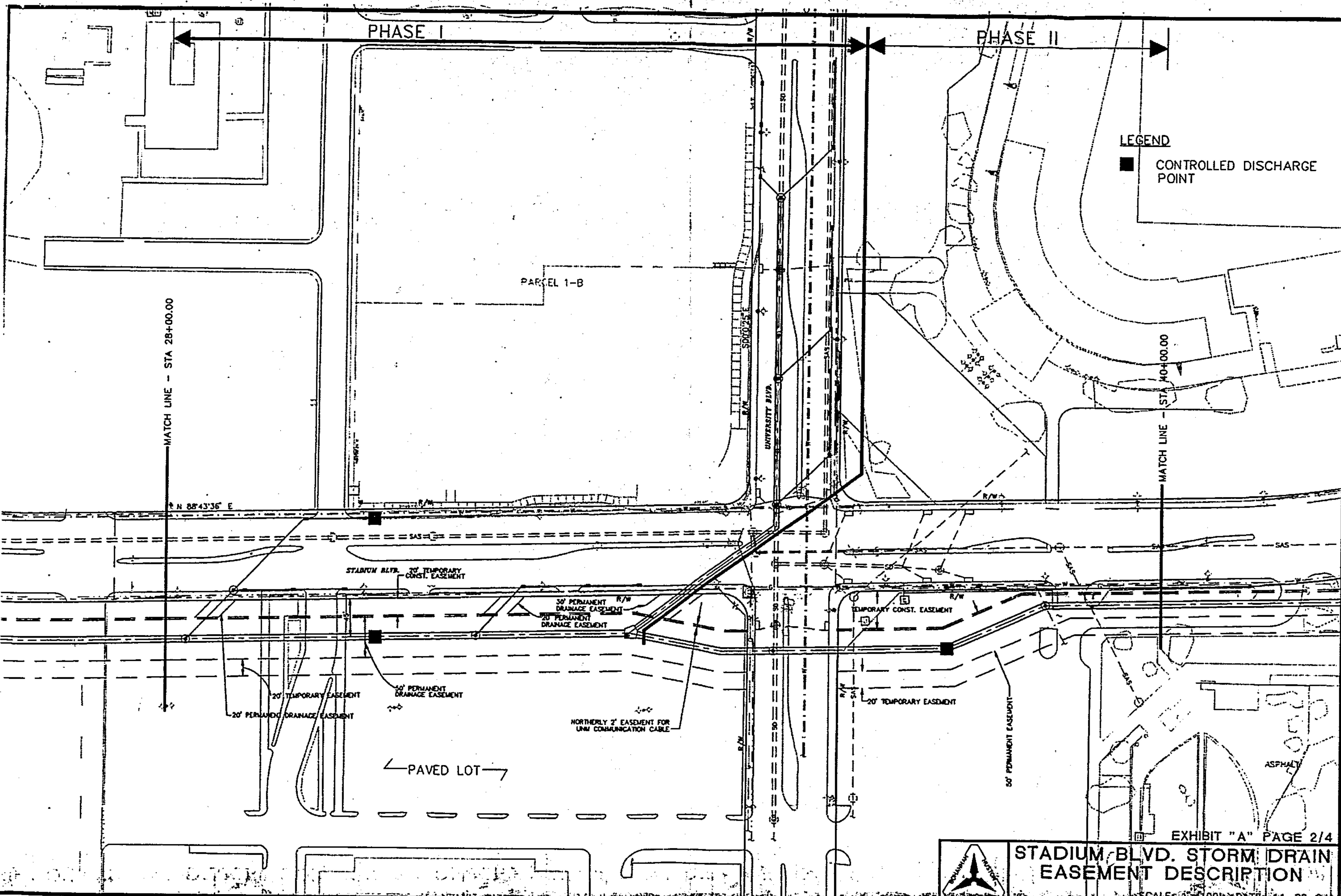
The Regents of the University of New Mexico
Scholes Hall, Room 233
Albuquerque, NM 87131
Attn: Kim Murphy, Director of Real Estate

To the City:

City of Albuquerque
400 Marquette Avenue N.W.
P.O. Box 1293
Albuquerque, NM 87103
Attn: Lawrence Rael, Chief Administrative Officer
c: Robert E. Gurule, Director, Public Works Dept.

- h. This Agreement is subject to approval and shall not be binding upon the parties until approved by the Chief Administrative Officer of the City of Albuquerque, and UNM.

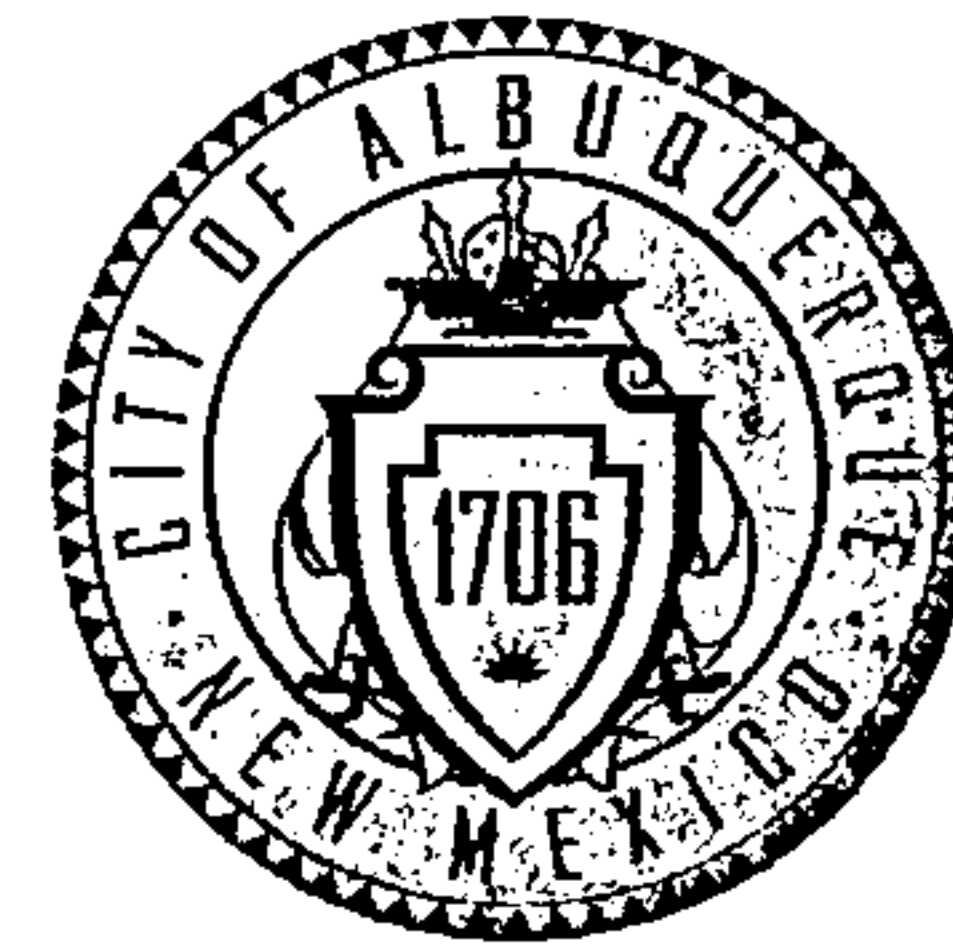




- (1) Use work product graphs
- (2) at the 96"
- (3) at the outlets

- (3) Gallery from Panel 2 to access drive
- (4) Provide outlet for Panel 2 out of mH

CITY OF ALBUQUERQUE



March 16, 2010

John A. Tellez, P.E.
Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106

Re: University Arena Renovations Grading and Drainage Plan
Engineer's Stamp dated 3-5-10 (L15/D059)

Dear Mr. Tellez,

Based upon the information provided in your submittal received 3-5-10, the above referenced plan cannot be approved for Grading Permit or Paving Permit until the following comments are addressed:

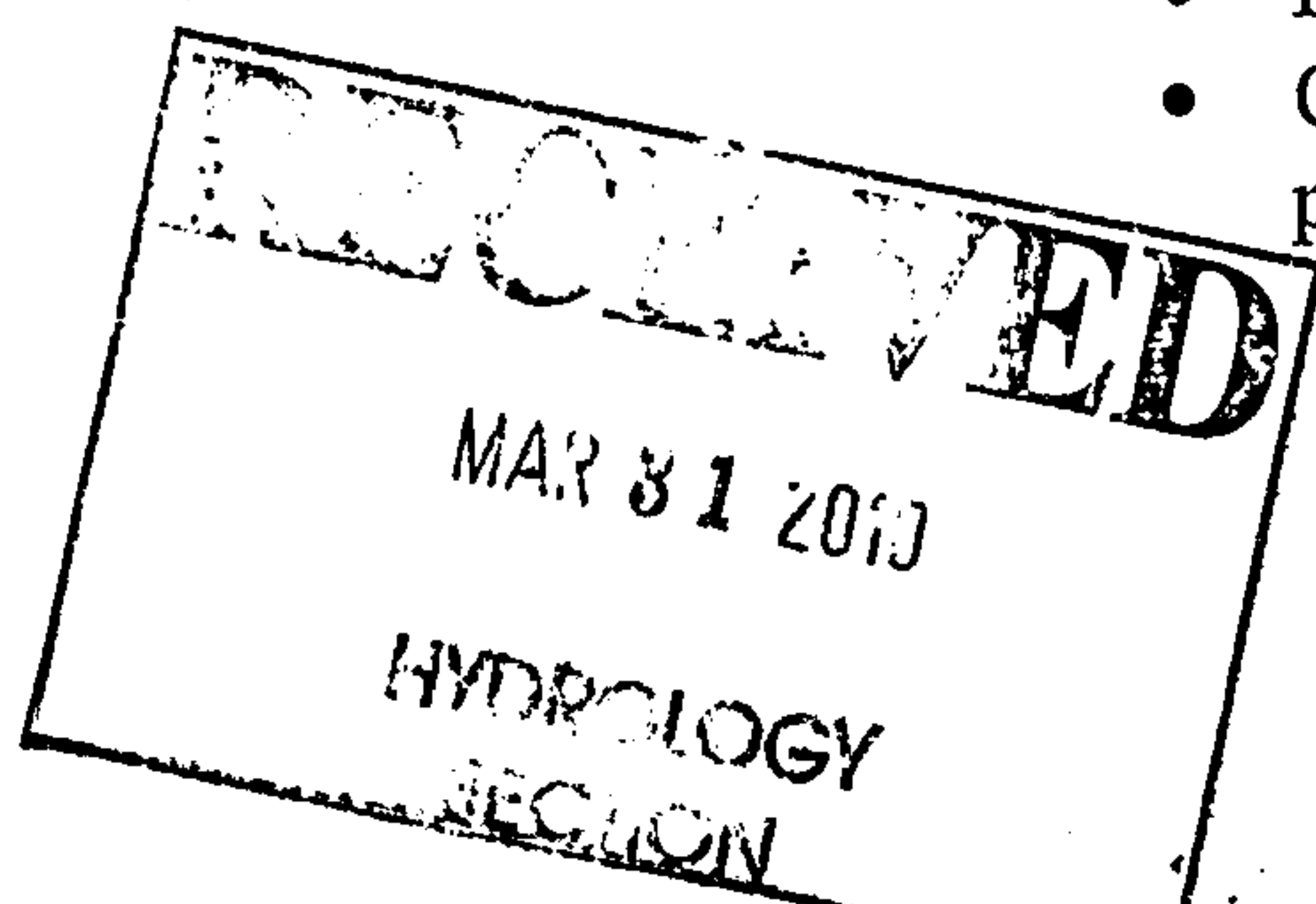
- Drainage Basins should include the entire area west of University Blvd.
- The 2 foot sidewalk culvert in Basin 1 will not have the capacity to drain Basin 1. A sidewalk culvert will pass approximately 1.8 cfs/ft of sidewalk culvert. In addition, this basin extends to University Blvd.
- It appears that the area in Basin 2 east of the access road will drain down the access road. A high point should be proposed in the access road at the Basin 2 divide line on the south.
- Add the narrative for Basin 8 on Sheet C-107.
- The Drainage Report for Basin 2 specifies that this basin will drain through the curb into a swale through 6" pipes. There is no detail or calculations for this swale. This does not appear to provide adequate protection for the planned development west of this site.
- Are retaining walls planned for the three ponds in the northwest area of the site? Numerous contours are missing otherwise and the contours don't tie to existing or proposed contours.
- On Sheet C-105, is the storm drain in the Fire Lane existing? The storm drain continues to the west, but does not appear on Sheet C-104. Is the inlet near the south end of this storm drain proposed?
- The designation "FF" is reserved for the Finished Floor of a building.
- What is the water surface elevation of the detention/retention ponds?
- Specify the type and capacity of the inlets in the detention ponds.
- Provide a pond hydrograph for each pond.
- Connection to the 96" storm drain is to be built per the Work Order process.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov



CITY OF ALBUQUERQUE



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

Sincerely,

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

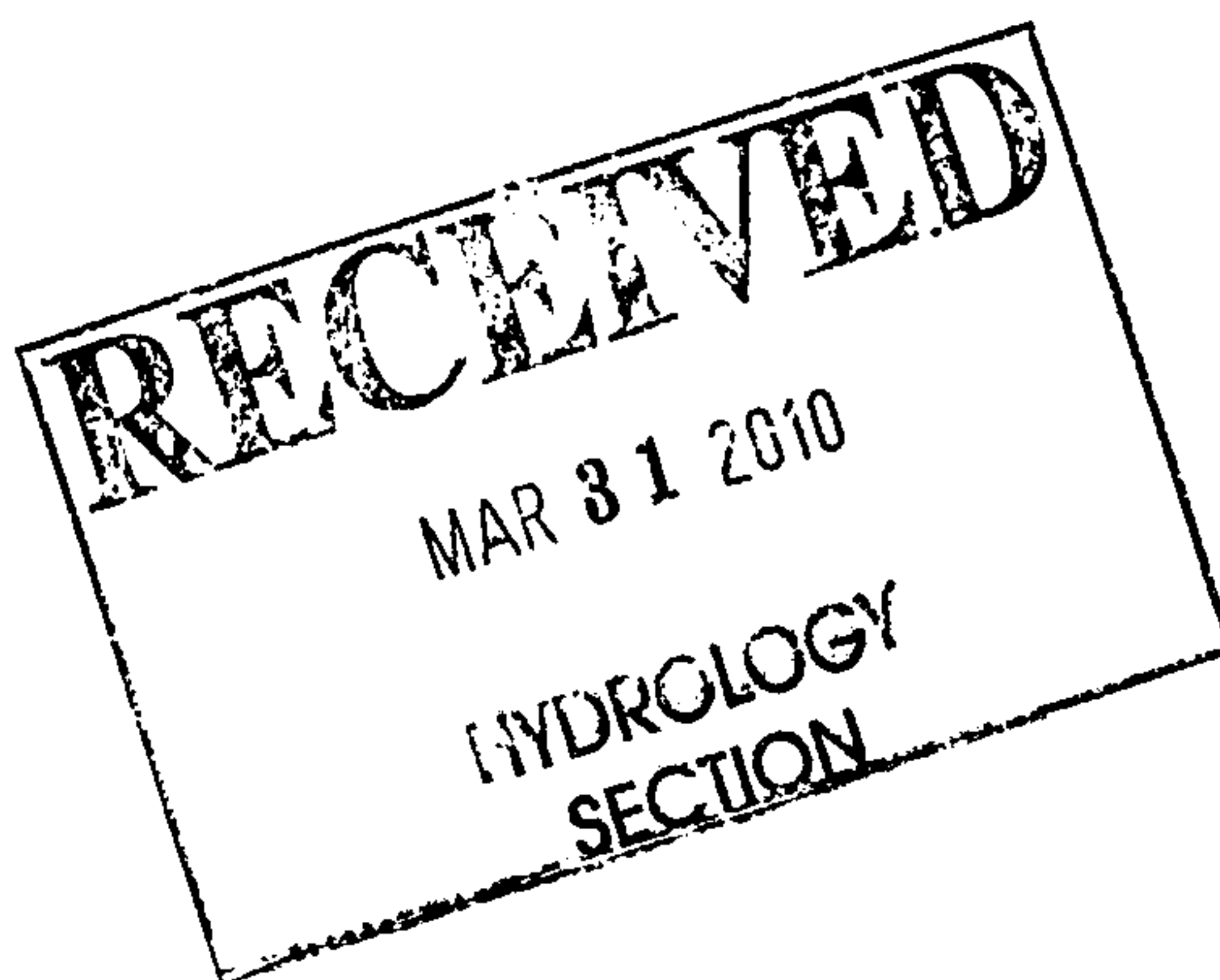
PO Box 1293

C: file
Jeffrey Mulberry, BHI

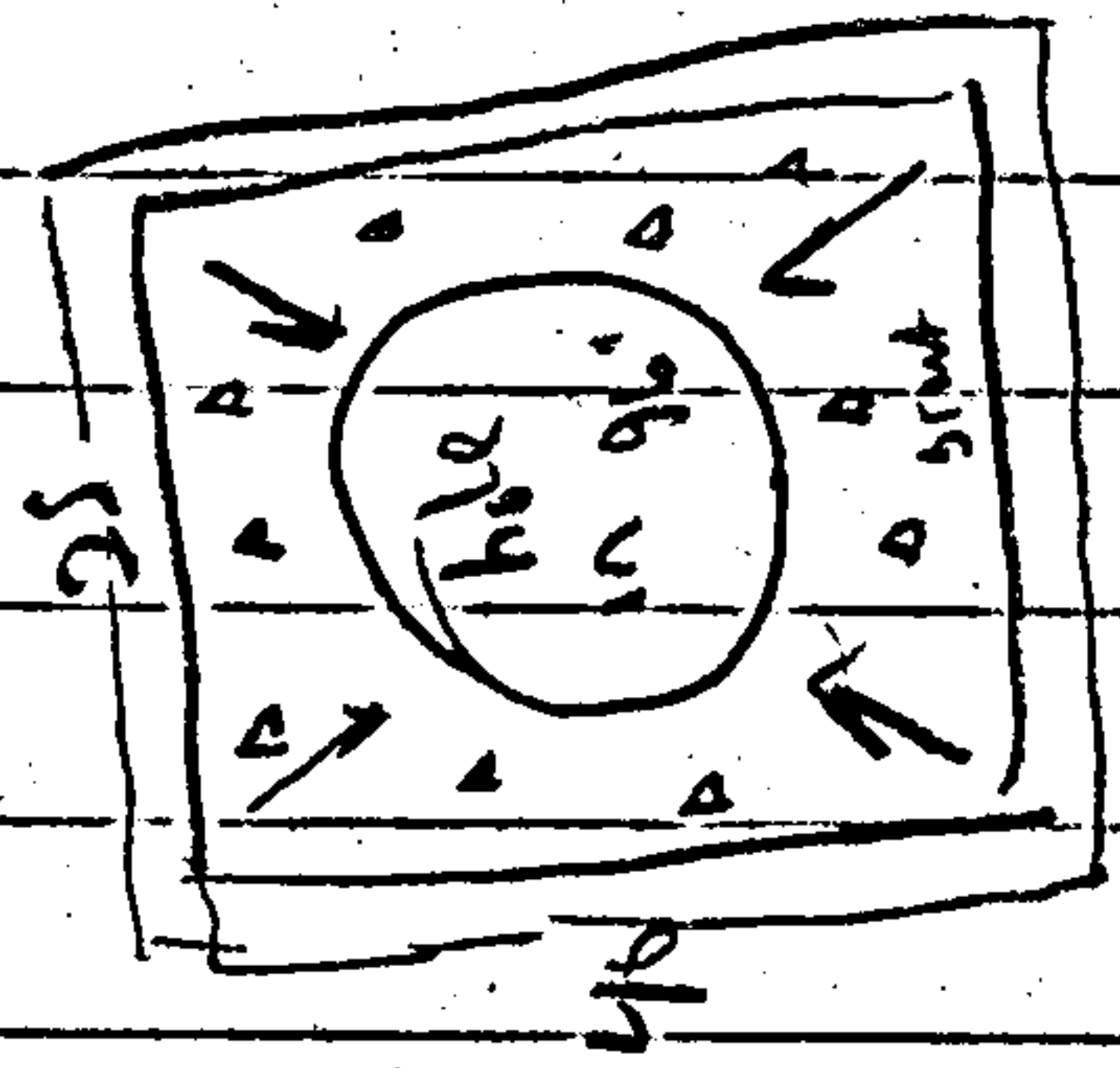
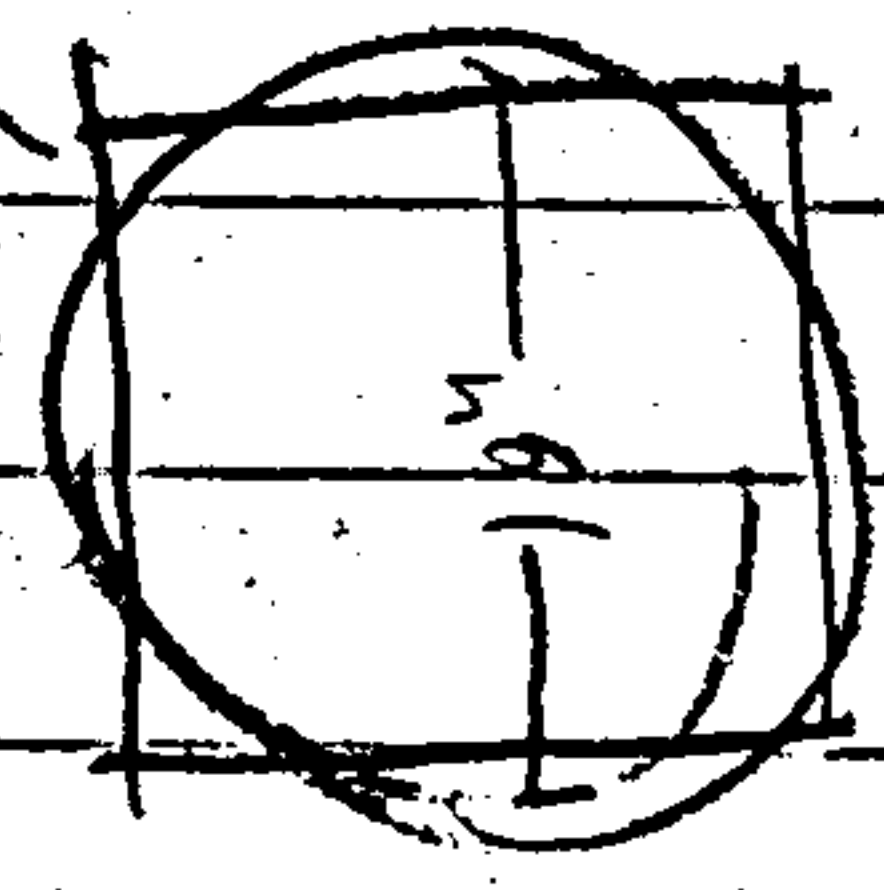
Albuquerque

NM 87103

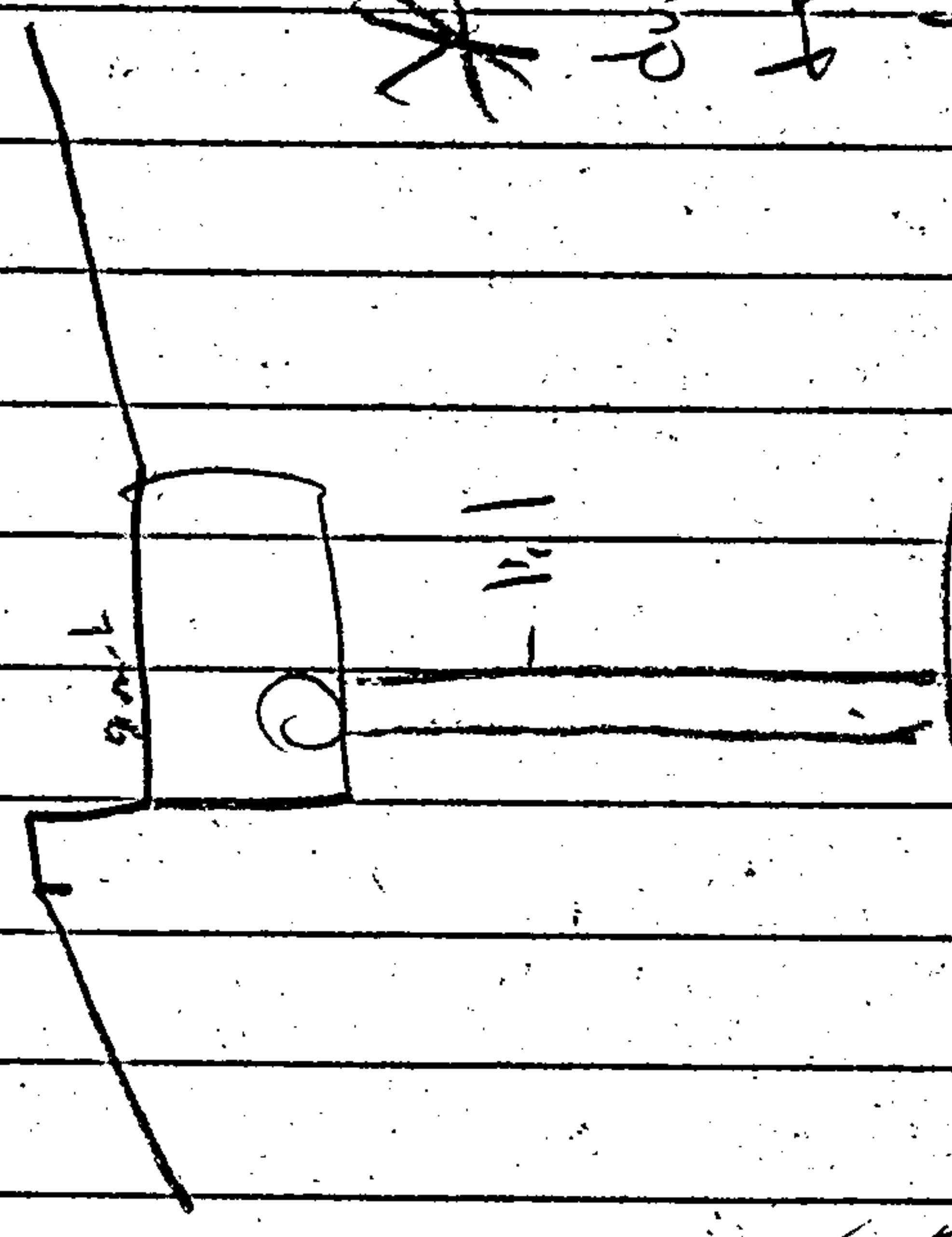
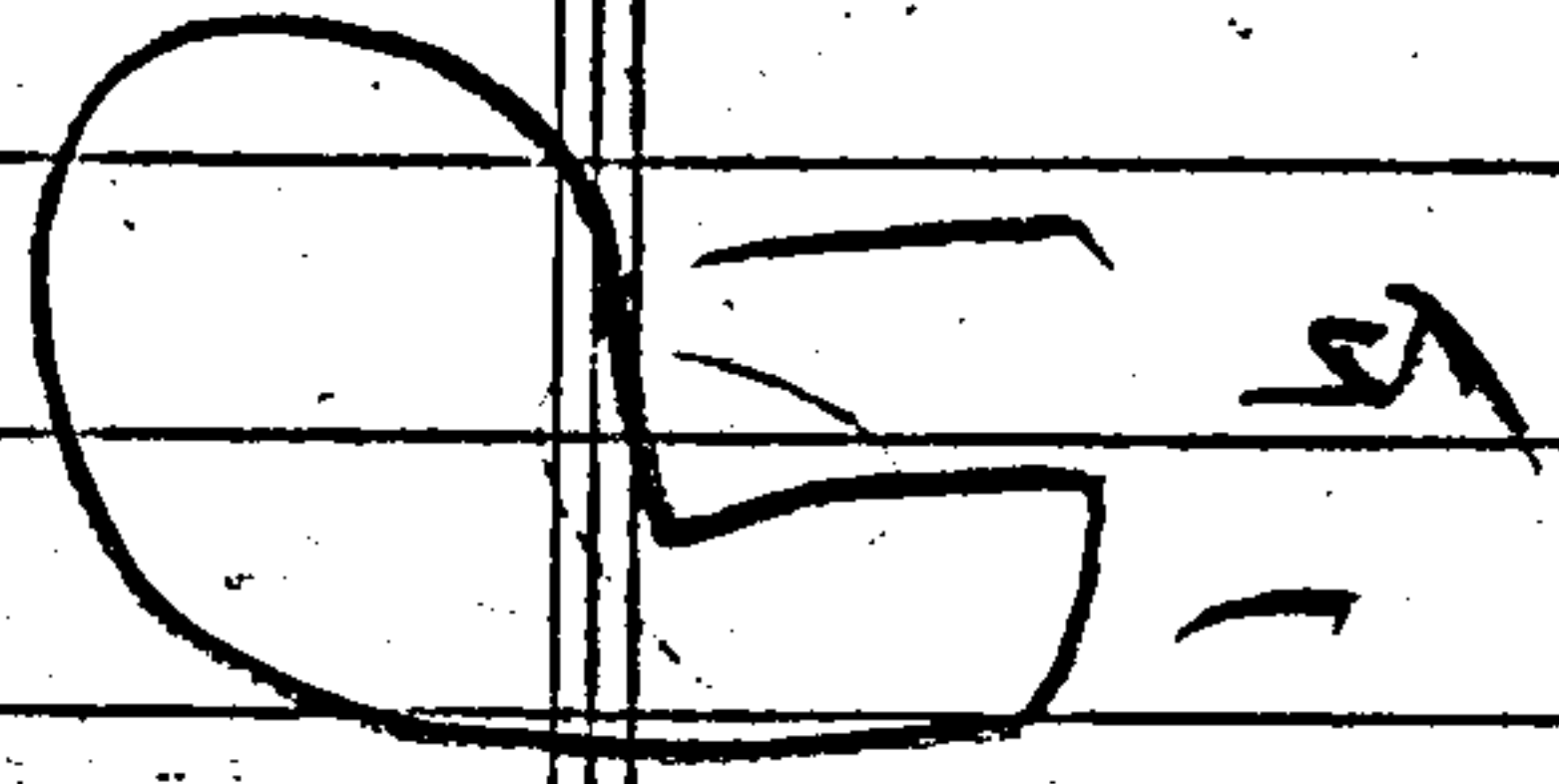
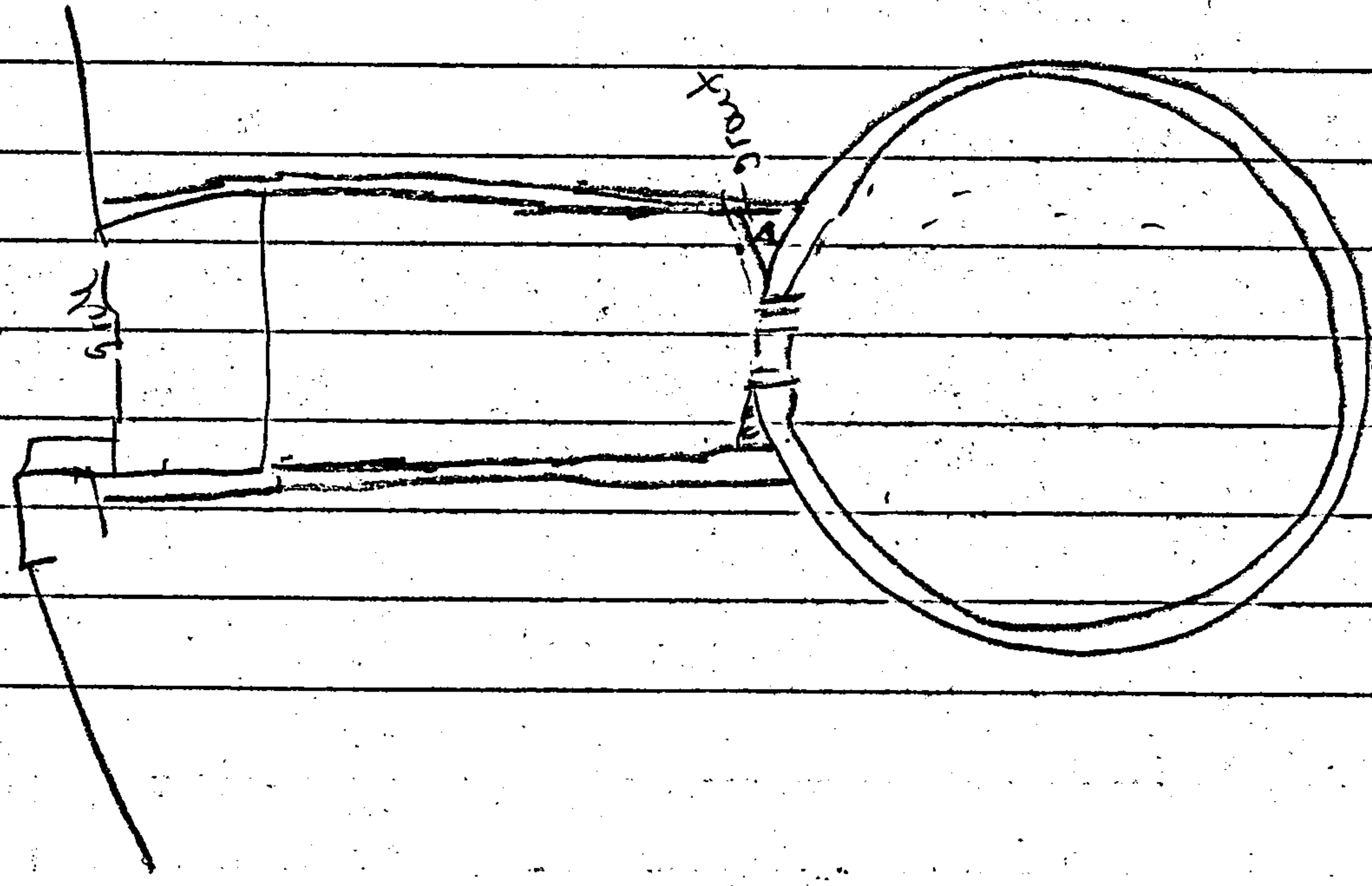
www.cabq.gov



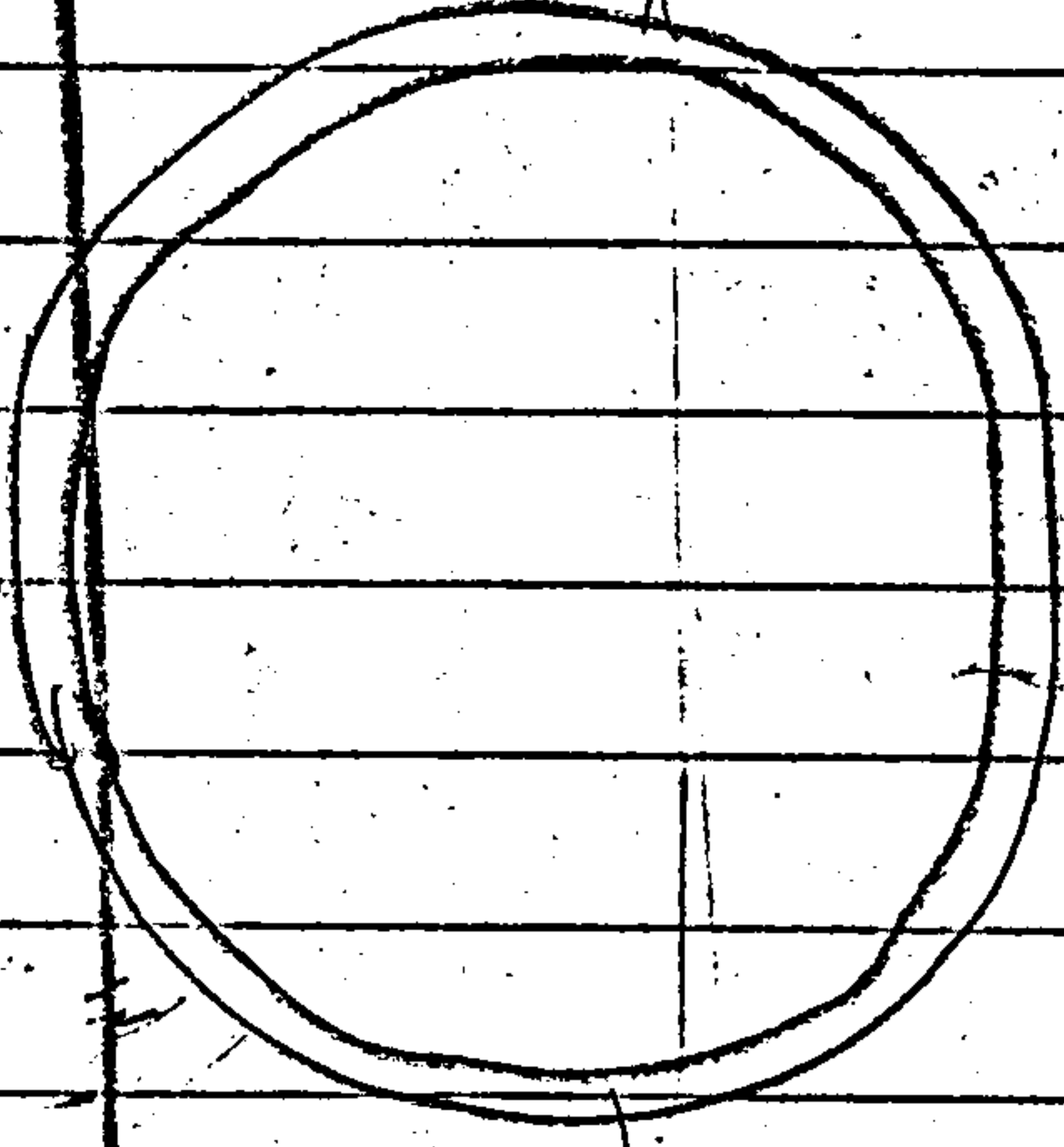
$A_{10} = 177'$
 $1.33' \text{ sq}$
 $A = 1$



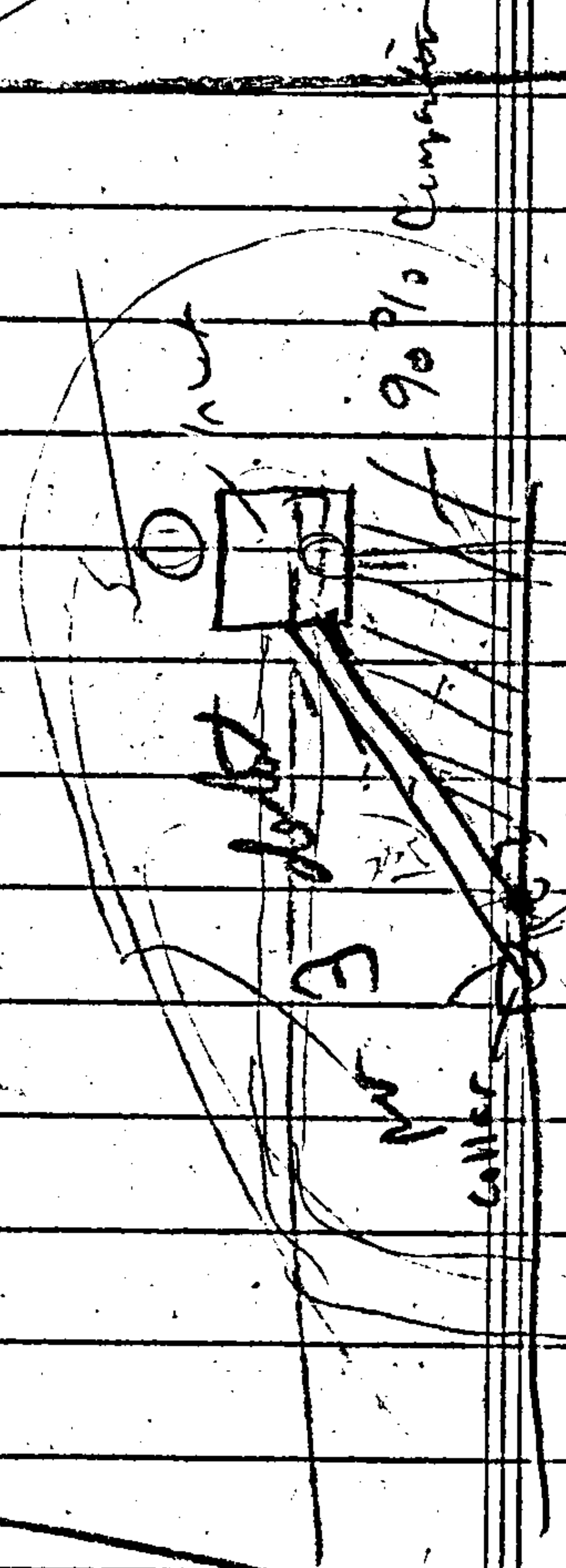
96' SD



* don't have
 to check
 detail



OP



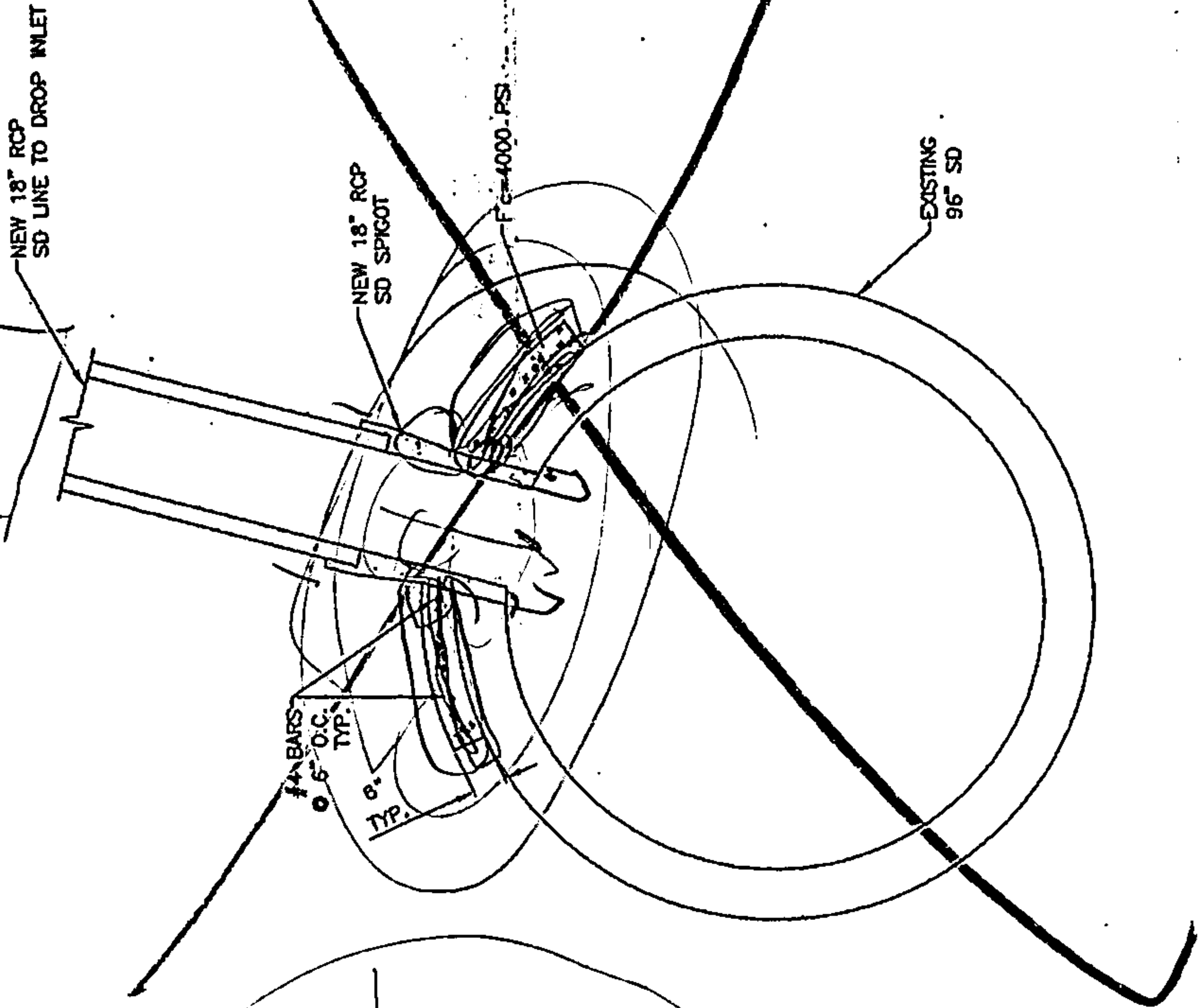
90% completion

96' SD

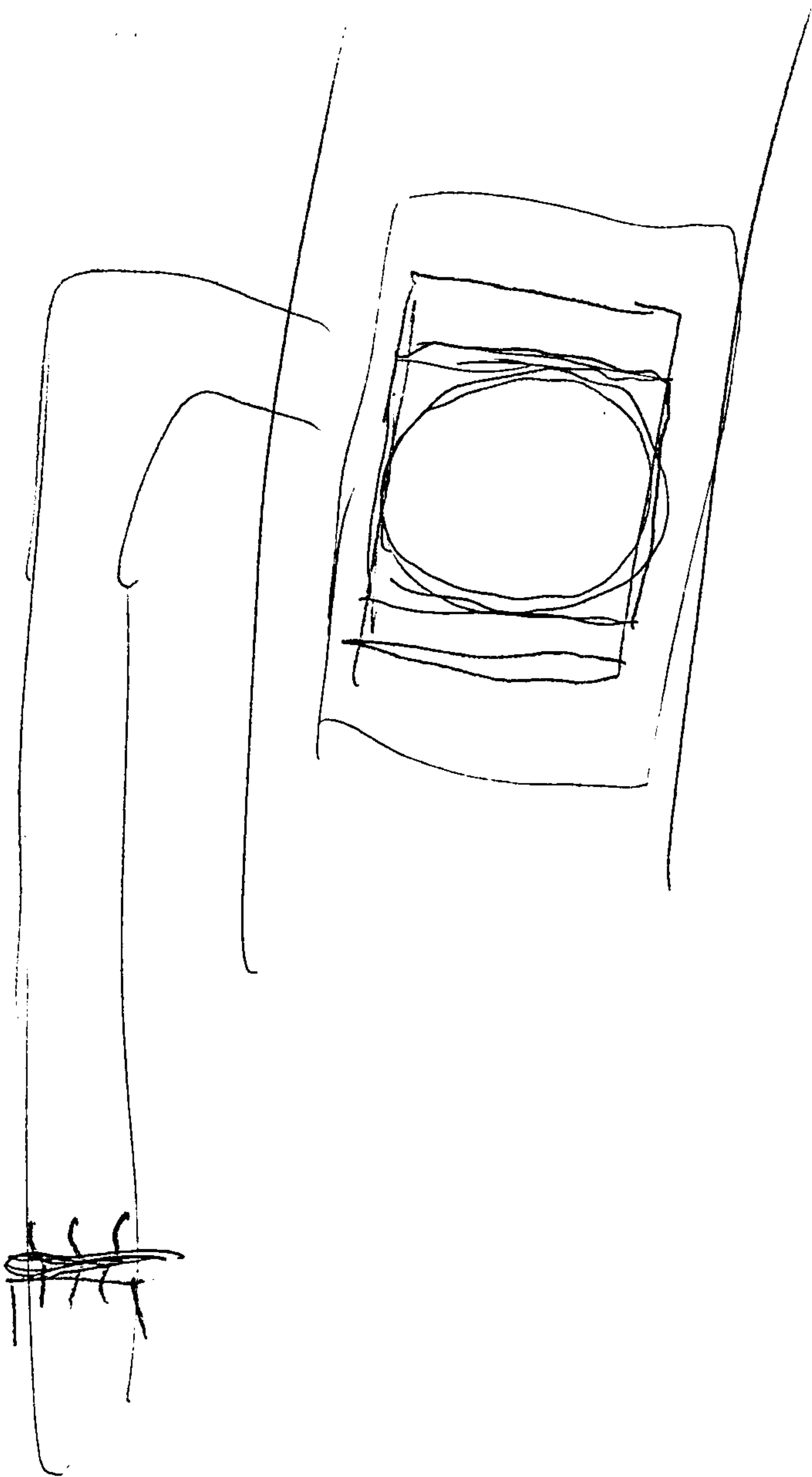
78

PIPE PENETRATION & COLLAR

SCALE: 1"=5'



REVISIONS		DATE	REMARKS	BY
DESIGN				



Meeting Agenda
UNM Student Housing Water Quality Discussion
7/14/10 1:00 PM

A. Site Water Quality Features

1. Retain layback area storm water
2. Hard piping or surface flow to water quality inlet (which will require maintenance)
 - a. Remove/trap sediment
 - b. Remove/trap debris
 - c. Separate oil & first flush pollutantsPortion of site (basin) surface flow through a bio swale prior to water quality inlet
 - a. Promote water use for plant growth
 - b. Use planted media as filtration for first flush pollutants
3. Storm drain outfall into Median Water Quality Swale Forebays
 - a. Trap sediment (maintainable)
 - b. Energy dissipation and erosion control
4. Overflow to bio swale (vegetative filter strip)
 - a. Low velocity through swale
 - b. Plants filter pollution through root system; use planted media as filtration for first flush pollutants
5. Infiltration area / water quality inlet
 - a. Smaller storms (where the majority of pollutants get pushed off of parking lots, buildings, roads, etc.) go thru a second water quality inlet prior to outfall into the AMAFCA Channel to:
 - i. Remove/trap sediment
 - ii. Remove/trap debris
 - b. Set approx. 2 in. above bottom of swale
 - c. Larger inlet (the majority of capacity) set approx. 5" above swale to promote infiltration.

B. Landscape plan

1. Review landscape plan and discuss plantings

C. Review Geotech Report

9501294

6913

PERMANENT EASEMENT

(Easement II)

95056126

This grant of Easement ("Easement"), is between The Regents of the University of New Mexico ("Grantor"), and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM 87103.

1. Grant of Easement. The Grantor grants to the City, effective upon and subject to City's acceptance, an exclusive (except as herein provided) permanent easement for a storm drain and necessary appurtenances, ("Public Improvement") on, over, across and through the Grantor's property which permanent easement, is more particularly described as Easement I on Exhibit A attached hereto ("Easement Property"), together with the right of the City to construct, operate, maintain, repair, and replace the Public Improvement and the right to remove trees, bushes, undergrowth and any other obstacles upon the Easement Property if the City reasonably determines they interfere with the appropriate use of the easement. Included with this grant is the right of the City to reasonable access across Grantor's adjoining property.

2. Restoration and Maintenance. The City shall maintain the Easement Property and restore the surface of the Easement Property to its condition before construction of the Public Improvements is undertaken as agreed upon by the parties in the Cooperative Agreement, (1) upon completion of construction of the Public Improvements and (2) following completion of construction if maintenance activity subsequently disturbs the surface.

3. Warranties. Grantor represents that it is the owner is fee simple of the Easement Property and that it has a good and lawful right to grant this Easement or any part thereof.

4. Termination. Should the City not commence construction of the Public Improvement within a reasonable time, not to exceed three (3) years after this Easement is granted and accepted, the City shall execute upon Grantor's request, a Termination and Release of Easement substantially in the form attached as Exhibit B, whereupon the Easement shall terminate and the Easement property shall revert to and merge with Grantor's fee simple ownership of the property. The time period for termination will be extended by an amount of time equal to the time the Public Improvement is delayed by causes beyond the control of the City. Delays that will be included but not limited to, acts or neglect by any separate contractor employed directly or indirectly by the City, abnormal weather conditions, acts of nature, labor disputes, or other similar items not under the control of the City. Upon execution of delivery to Grantor of the Termination and Release of Easement, Grantor shall reimburse to the City the sum of \$110,200.

Should the City commence construction but not substantially complete the Public Improvement within a reasonable time, not to exceed three (3) years after this Easement is granted, the City shall execute upon Grantor's request, a Termination and Release of Easement substantially in the form attached as Exhibit B, whereupon the Easement shall terminate and the Easement Property shall revert to and merge with Grantor's fee simple ownership of the property. The time period for termination will be extended by an amount of time equal to the time construction of the Public Improvement is delayed by causes beyond the control of the City. Delays that will be the basis for an extension of the time provisions as provided in this paragraph shall include but not limited to, acts or neglect by any separate contractor employed directly or indirectly by the City, abnormal weather conditions, acts of nature, labor disputes, or other similar items not under the control of the City. Upon execution and delivery to Grantor of the Termination and Release of Easement Grantor shall reimburse to the City the sum of \$110,200. City shall restore Grantor's property at the City's expense as promptly as is reasonably practicable, but in any event, no later than one (1) year after execution and delivery of the Termination and Release of Easement to at least as good a condition as existed immediately prior to the start of construction. Unless the parties otherwise agree, restoration of the property shall include the removal of any pipe and appurtenant structures.

5. Reservation of Rights. Grantor reserves all rights not specifically granted herein, including, but not limited to, its right to exercise dominion over the surface of the Easement Property to the extent such dominion does not interfere with the use of the Easement Property for storm drainage purposes and the right to tie into locations for future drainage improvements. It is understood, for example, that Grantor reserves the right to use the surface of the Easement Property for vehicular access, paved and unpaved parking and other purposes incidental to the use and enjoyment of Grantor's facilities and those of Grantor's successors in interest in the vicinity of the Easement Property. Grantor further reserves the right (1) to place communication cables within the Easement Property at the location identified on Exhibit A, and (2) to grant additional easements and permits within the Easement Property for the sole purpose of perpendicular crossing of the Easement provided that the City determines in the City's reasonable discretion that the additional grant(s) and/or permit(s) does not interfere with the Easement Property for storm drain purposes. Such additional grants shall be conditioned on the City's prior written approval as evidenced by execution of an encroachment agreement specifically as shown on Exhibit C.

6. Binding on Grantor's Property. The grant and other provisions of this Easement constitute covenants running with the fee title to the Easement Property for the benefit of the City and its successors and assigns until terminated in writing by the execution of a Termination and Release of Easement substantially in the form attached as Exhibit B.

7. Indemnification. As between the parties, each party acknowledges that

6915

ACCEPTED AND AGREED:

CITY OF ALBUQUERQUE

41 By

By: _____

Date:

Date:

This instrument was acknowledged before me on 16 May 95
by David L. McKinney, Vice President of Business & Finance, for The
Regents of the University of New Mexico.

Notary Public

My Commission Expires:

24 April 1999

4-589-6913-6554

95 JUN -7 PM 12:05

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR

Notary Public

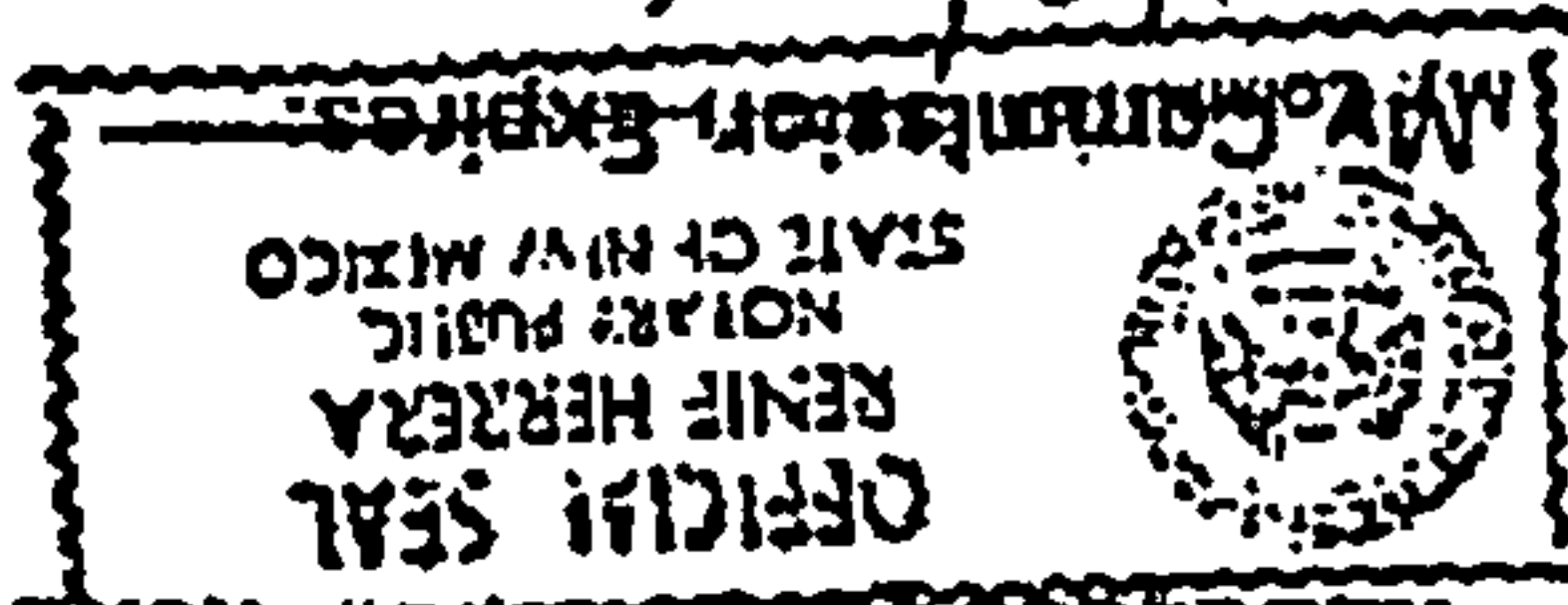
René Herrera

by Lawrence Rael, Chief Administrative Officer for the city of Albuquerque, a New Mexico municipal corporation.

This instrument was acknowledged before me on May 18 1995

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

6946



DESCRIPTION (1)
50' PERMANENT DRAINAGE EASEMENT

69117

A certain parcel of land within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcels 3-A and 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being also a northerly and westerly portion of Lot 2, Tract C, C.R. DAVIS PROPERTY, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1972, in Volume C8, Folio 170, and being more particularly described as follows:

BEGINNING at the northeast corner of said parcel herein described, being a point on the easterly boundary line of said Parcel 4, and a point on the westerly right-of-way line of University Boulevard, SE, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N01°44'49"E, a distance of 1731.85 feet; thence along said westerly right-of-way line, S00°00'24"E, a distance of 50.01 feet to the southeast corner of said parcel herein described; thence leaving said westerly right-of-way line along the southerly boundary line of said parcel, S88°43'30"W, a distance of 30.57 feet to a point; thence, N79°26'21"W, a distance of 114.35 feet to a point; thence, S88°43'36"W, a distance of 711.04 feet to a point of curvature; thence, 791.36 feet along the arc of a curve to the right having a radius of 941.51 feet and a chord which bears N67°16'04"W, a distance of 768.27 feet to a point of tangency; thence, N43°11'24"W, a distance of 11.59 feet to a point of curvature; thence, 237.08 feet along the arc of a curve to the left having a radius of 695.51 feet and a chord which bears N52°45'31"W, a distance of 235.93 feet to a point; thence, S71°38'13"W, a distance of 13.85 feet to a point; thence, S26°38'13"W, a distance of 244.02 feet to a point; thence, S07°02'54"E, a distance of 57.46 feet to a point; thence, S62°32'56"W, a distance of 229.77 feet to a point of curvature; thence, 98.03 feet along the arc of a curve to the left having a radius of 201.40 feet and a chord which bears S48°36'18"W, a distance of 97.05 feet to a point; thence, S20°41'23"W, a distance of 139.85 feet to the most southerly corner of said parcel herein described, being a point on the easterly right-of-way line of the A.M.A.F.C.A. South Division Channel (as shown on the unrecorded plat prepared by Gayle Jewell, N.M.P.S. No. 4071, dated December 23, 1986); thence along said easterly right-of-way line, N08°51'52"W, a distance of 8.38 feet to a point of curvature; thence, 227.25 feet along the arc of a curve to the right having a radius of 239.62 feet and a chord which bears N20°17'19"E, a distance of 218.83 feet to a point of tangency; thence, N47°26'59"E, a distance of 172.12 feet to a point of curvature; thence, 194.94 feet along the arc of a curve to the left having a radius of 332.52 feet and a chord which bears N30°39'18"E, a distance of 182.16 feet to a point of tangency; thence, N13°51'34"E, a distance of 101.60 feet to a point; thence leaving said easterly right-of-way line of the South Division Channel along the northerly boundary line of said parcel herein described, N71°38'13"E, a distance of 127.98 feet to a point on curve being the most northerly corner of said parcel herein described; thence, 275.48 feet along the arc of a curve to the right having a radius of 745.51 feet and a chord which bears S53°35'09"E, a distance of 273.91 feet to a point of tangency; thence, S43°11'24"E, a distance of 11.51 feet to a point of curvature; thence, 20.45 feet along the arc of a curve to the left having a radius of 891.51 feet and a chord which bears S43°50'46"E, a distance of 20.45 feet to a point; thence, S80°42'45"E, a distance of 34.61 feet to a point on curve on the southerly right-of-way line of Stadium Boulevard, SE; thence along said southerly right-of-way line, 38.56 feet along the arc of a curve to the left having a radius of 871.51 feet and a chord which bears S47°32'29"E, a distance of 36.55 feet to a point; thence leaving said southerly right-of-way line, N80°42'45"W, a distance of 78.74 feet to a point on curve; thence, 894.12 feet along the arc of a curve to the left having a radius of 891.51 feet and a chord which bears S69°02'35"E, a distance of 678.72 feet to a point of tangency; thence, N88°43'36"E, a distance of 190.44 feet to a point; thence, N44°47'13"E, a distance of 25.82 feet to a point on said southerly right-of-way line of Stadium Boulevard, SE; thence along said southerly right-of-way line, N88°43'36"E, a distance of 28.82 feet to a point; thence leaving said southerly right-of-way line.

DESCRIPTION (1)
50' PERMANENT DRAINAGE EASEMENT
(continued)

69.18

S44°47'13"W, a distance of 28.82 feet to a point; thence,
N88°43'36"E, a distance of 319.56 feet to a point; thence,
N44°47'13"E, a distance of 28.82 feet to a point on said southerly right-of-way line of Stadium
Boulevard, SE; thence along said southerly right-of-way line,
N88°43'36"E, a distance of 28.82 feet to a point; thence leaving said southerly right-of-way line,
S44°47'13"W, a distance of 28.82 feet to a point; thence,
N88°43'36"E, a distance of 148.60 feet to a point; thence,
S79°26'21"E, a distance of 5.47 feet to a point; thence,
N53°43'05"E, a distance of 36.62 feet to a point on said southerly right-of-way line of Stadium
Boulevard, S.E.; thence along said southerly right-of-way line,
N88°43'36"E, a distance of 52.29 feet to a point; thence leaving said southerly right-of-way line,
S53°43'05"W, a distance of 51.52 feet to a point; thence,
S79°26'21"E, a distance of 67.75 feet to a point; thence,
N88°43'30"E, a distance of 26.49 feet to the point and place of beginning.

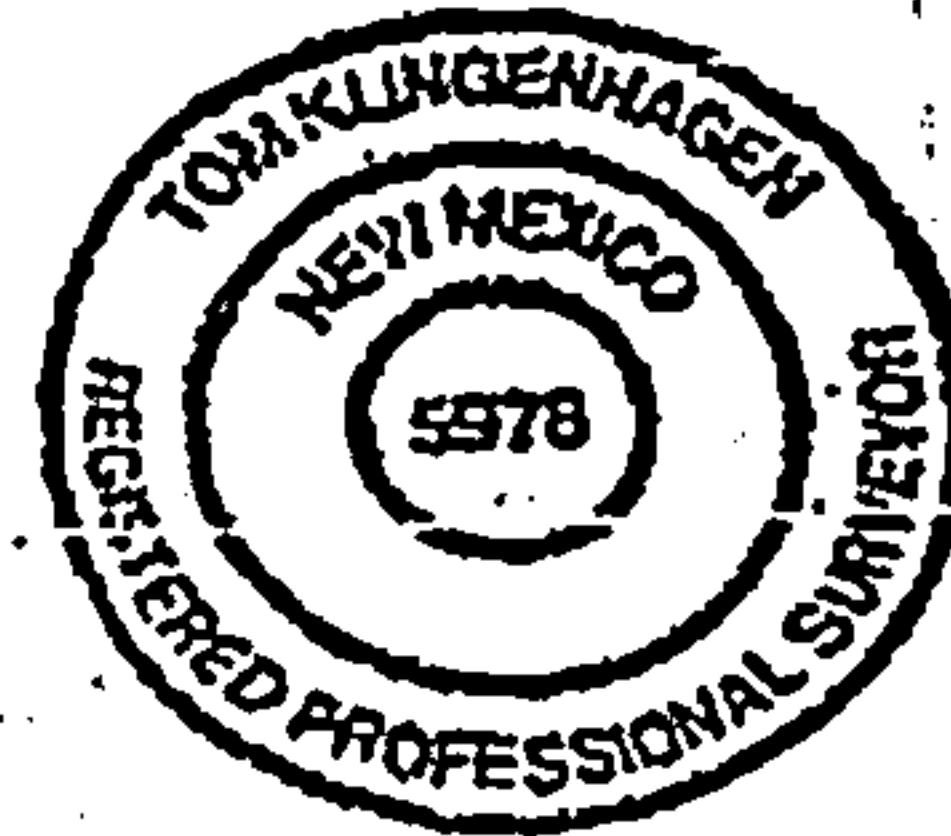
Parcel contains 146,446 square feet, more or less.

Bohannon-Huston Inc.
Courtyard I
7500 Jefferson NE
Albuquerque, NM 87109

Tom Klingenhagen
Thomas Klingenhagen, P.S. #5978

5-31-95
Date

Project #92281.81
Attachments



6949

DESCRIPTION (2)
20 TEMPORARY CONSTRUCTION EASEMENT

A certain parcel of land situated within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcels 3-A and 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being also a northerly and westerly portion of Lot 2, Tract C, C.R. DAVIS PROPERTY, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1972, in Volume C8, Folio 170, and being more particularly described as follows:

BEGINNING at the southeast corner of said parcel herein described, being a point on the easterly boundary line of said Parcel 4, and a point on the westerly right-of-way line of University Boulevard SE, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.56 and Y=1,481,994.03) bears N01°40'44"E, a distance of 1801.84 feet; thence leaving said westerly right-of-way line along the southerly boundary line of

said parcel, S88°43'30"W, a distance of 32.20 feet to a point; thence, N79°26'21"W, a distance of 114.35 feet to a point; thence, S88°43'36"W, a distance of 708.95 feet to a point of curvature; thence, 808.16 feet along the arc of a curve to the right having a radius of 951.51 feet and a chord which bears N67°16'02"W, a distance of 784.58 feet to a point of tangency; thence, N43°11'24"W, a distance of 11.62 feet to a point of curvature; thence, 219.79 feet along the arc of a curve to the left having a radius of 675.51 feet and a chord which bears N52°18'41"W, a distance of 218.82 feet to a point on curve; thence, S26°38'13"W, a distance of 263.58 feet to the most southerly corner of said parcel herein described; thence along the westerly boundary line of said parcel, N07°02'54"W, a distance of 36.06 feet to a point; thence, N26°36'13"E, a distance of 244.02 feet to a point; thence, N71°38'13"E, a distance of 13.35 feet to a point on curve; thence along the northerly boundary line of said parcel herein described, 237.08 feet along the arc of a curve to the right having a radius of 695.51 feet and a chord which bears S52°45'31"E, a distance of 235.93 feet to a point of tangency; thence, S43°11'24"E, a distance of 11.59 feet to a point of curvature; thence, 791.38 feet along the arc of a curve to the left having a radius of 941.51 feet and a chord which bears S67°16'04"E, a distance of 788.27 feet to a point of tangency; thence, N88°43'38"E, a distance of 711.04 feet to a point; thence, S79°26'21"E, a distance of 114.35 feet to a point; thence, N88°43'30"E, a distance of 30.57 feet to a point on said westerly right-of-way line of University Boulevard SE; thence along said westerly right-of-way line, 500°00'24"E, a distance of 20.00 feet to the point and place of beginning.

Parcel contains 43,136 square feet, more or less.

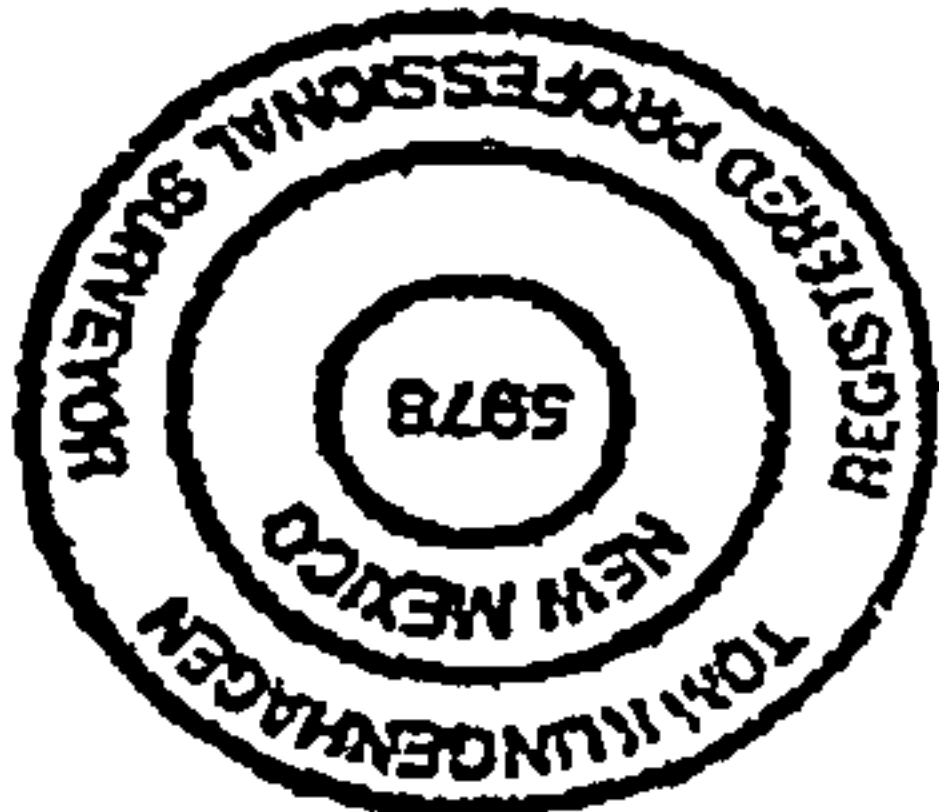
Bohannan-Huston Inc.
Courtard
7500 Jefferson NE
Albuquerque, NM 87109

Project #92281.81
Attachments

Date

5-31-95

Thomas Klingenhagen, P.S. #5978



6920

DESCRIPTION (3)
TEMPORARY CONSTRUCTION EASEMENT

A certain parcel of land situate within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo county, New Mexico, being a northerly portion of Parcel 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being more particularly described as follows:

BEGINNING at the southeast corner of said parcel herein described, being a point on the easterly boundary line of said Parcel 4, and a point on the westerly right-of-way line of University Boulevard SE, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N01°44'49"E, a distance of 1731.85 feet; thence leaving said westerly right-of-way line along the southerly boundary line of the parcel of land herein described, S88°43'30"W, a distance of 26.49 feet to a point; thence, N79°26'21"W, a distance of 87.75 feet to the southwest corner of said parcel herein described; thence, N53°43'05"E, a distance of 51.52 feet to the northwest corner of said parcel herein described being a point on the southerly right-of-way line of Stadium Boulevard SE; thence along said southerly right-of-way line, N88°43'36"E, a distance of 20.89 feet to a point of curvature; thence, 47.79 feet along the arc of a curve to the right having a radius of 30.00 feet and a chord which bears S45°38'24"E, a distance of 42.89 feet to a point of tangency on said westerly right-of-way line of University Boulevard SE; thence along said westerly right-of-way line, S00°00'24"E, a distance of 12.79 feet to the point and place of beginning.

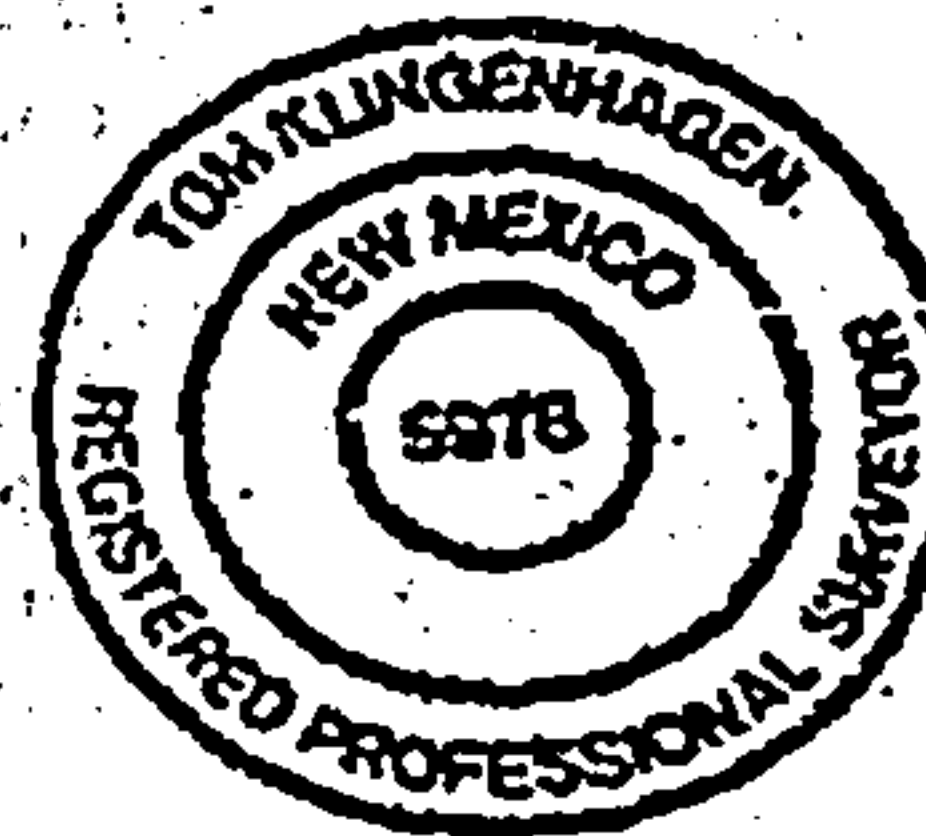
Parcel contains 2,785 square feet, more or less.

Bohannon-Huston Inc.
Courtyard I
7500 Jefferson NE
Albuquerque, NM 87109

Project #92281.81
Attachments

Tom Klingenhagen
Thomas Klingenhagen, R.S. #5978

5-31-95
Date



DESCRIPTION (4)
20' TEMPORARY CONSTRUCTION EASEMENT

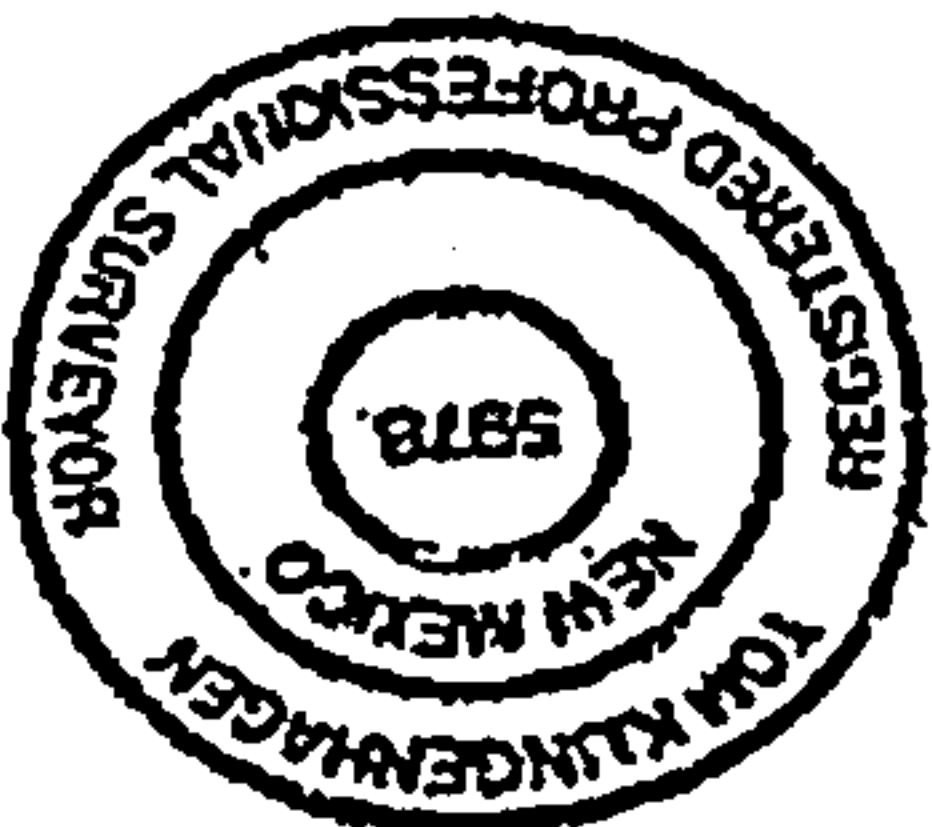
69211

A certain parcel of land situate within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcel 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1967, in Volume C35, Folio 27, and being more particularly described as follows:

BEGINNING at the northwest corner of said parcel herein described, being a point on the southerly right-of-way line of Stadium Boulevard, S.E., and a point on the northerly boundary line of said Parcel 4, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=388,203.88 and Y=1,481,994.03) bears N10°41'55"E, a distance of 1723.49 feet; thence along said southerly right-of-way line, N88°43'36"E, a distance of 163.38 feet to the northeast corner of said parcel herein described; thence leaving said southerly right-of-way line, S53°43'05"W, a distance of 36.82 feet to the southeast corner of said parcel herein described; thence, N79°26'21"W, a distance of 5.47 feet to a point; thence, S88°43'36"W, a distance of 148.60 feet to the southwest corner of said parcel herein described; thence, N44°47'13"E, a distance of 28.82 feet to the point and place of beginning.

Parcel contains 3,193 square feet, more or less.

Bohannon-Huston Inc.
Courtard I
7500 Jefferson NE
Albuquerque, NM 87109
Project #92281.81
Attachments



Thomas Klingenhagen, P.S. #5978

5-31-95

Date

6922

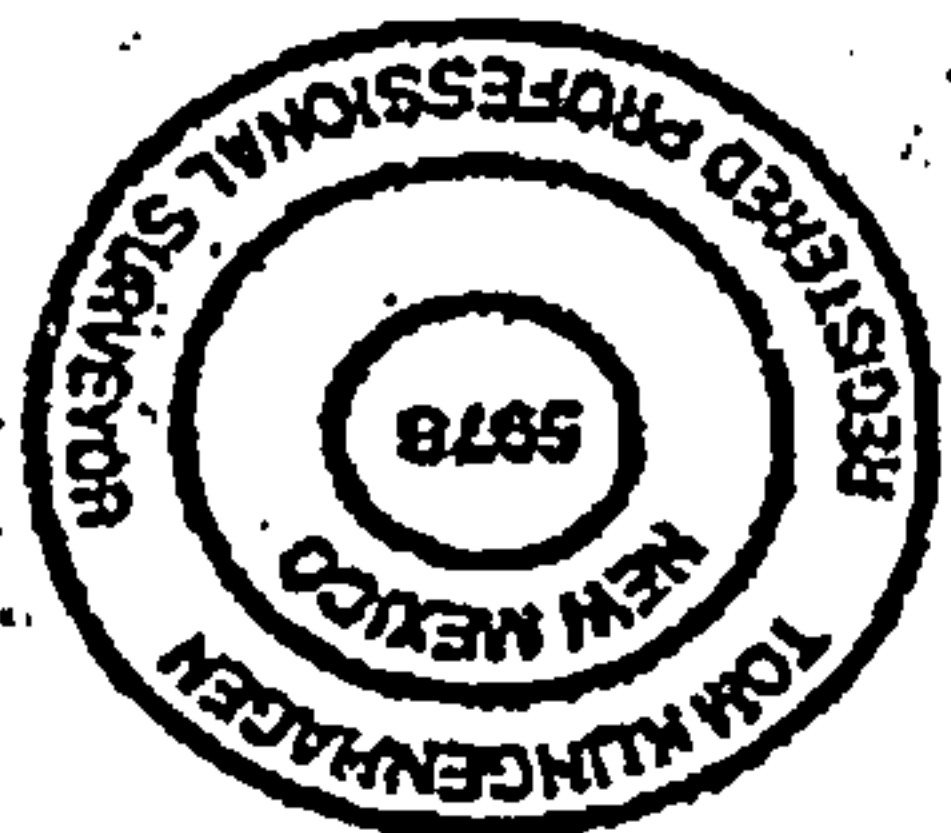
DESCRIPTION (5)
20 TEMPORARY CONSTRUCTION EASEMENT

A certain parcel of land situate within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcel 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being more particularly described as follows:

BEGINNING at the northwest corner of said parcel herein described, being a point on the southerly right-of-way line of Stadium Boulevard, and a point on the northerly boundary line of said Parcel 4, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N21°29'18"E, a distance of 1828.36 feet; thence along said southerly right-of-way line, N88°42'36"E, a distance of 319.56 feet to the northeast corner of said parcel herein described; thence leaving said southerly right-of-way line, S44°47'13"W, a distance of 28.82 feet to the southeast corner of said parcel herein described; thence, S88°43'36"W, a distance of 319.53 feet to the southwest corner of said parcel herein described; thence, N44°47'13"E, a distance of 23.22 feet to the point and place of beginning.

Parcel contains 6,391 square feet, more or less.

Bohannan-Huston Inc.
Court yard 1
7500 Jefferson NE
Albuquerque, NM 87109
Project #82281.81
Attachments



Thomas Klingenhagen
Thomas Klingenhagen, P.S. #5978
Date 5-31-95

6923

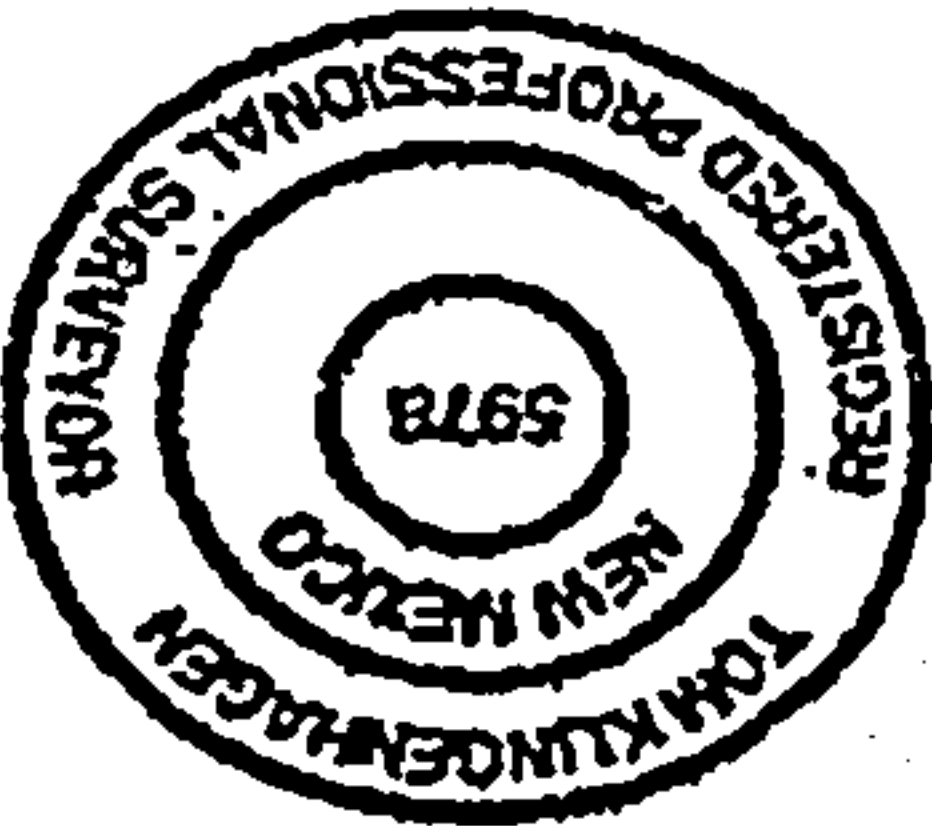
DESCRIPTION (5)
20 TEMPORARY CONSTRUCTION EASEMENT

A certain parcel of land situated within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcels 3-A and 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being also a northerly and westerly portion of Lot 2, Tract C, C.R. DAVIS PROPERTY, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1972, in Volume C8, Folio 170, and being more particularly described as follows:

BEGINNING at the northeast corner of said parcel herein described, being a point on the southerly right-of-way line of Stadium Boulevard, S.E., and a point on the northerly boundary line of said Parcel 4, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N22°16'23"E, a distance of 1839.13 feet; thence leaving said southerly right-of-way line, S44°47'13"W, a distance of 28.82 feet to the southeast corner of said parcel herein described; thence, S68°43'36"W, a distance of 190.44 feet to a point of curvature; thence, S69°12'12"E, a distance of 694.12 feet along the arc of a curve to the right having a radius of 891.51 feet and a chord which bears N69°02'39"W, a distance of 676.72 feet to the southwest corner of said parcel herein described; thence, S80°42'45"E, a distance of 36.74 feet to a point on curve on said southerly right-of-way line of Stadium Boulevard, S.E., being the northwest corner of said parcel herein described; thence along said southerly right-of-way line, 648.08 feet along the arc of a curve to the left having a radius of 871.51 feet and a chord which bears S70°02'47"E, a distance of 633.25 feet to a point of tangency; thence, N68°43'36"E, a distance of 211.21 feet to the point and place of beginning.

Parcel contains 17,441 square feet, more or less.

Bohannan-Huston Inc.
Courtard I
7500 Jefferson NE
Albuquerque, NM 87109
Project #92281.81
Attachments



Thomas Kilgus, S.E. #5978
Date 5-31-95

DESCRIPTION (7)
20 TEMPORARY CONSTRUCTION EASEMENT

A certain parcel of land situated within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcel 3-A, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1987, in Volume C35, Folio 27, and being also a northerly portion of Lot 2, Tract C, C.R. DAVIS PROPERTY, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1972, in Volume C8, Folio 170, and being more particularly described as follows:

BEGINNING at the northeast corner of said parcel herein described, being a point on the southerly right-of-way line of Stadium Boulevard SE, and a point on the northerly boundary line of said Parcel 3-A, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N46°14'07"E, a distance of 2119.17 feet; thence leaving said southerly right-of-way line, N80°42'45"W, a distance of 34.61 feet to a point on curve and the southeast corner of said parcel herein described; thence, 20.45 feet along the arc of a curve to the right having a radius of 891.51 feet and a chord which bears N43°50'46"W, a distance of 20.45 feet to a point of tangency; thence, N43°11'24"W, a distance of 11.51 feet to a point of curvature; thence, 275.48 feet along the arc of a curve to the left having a radius of 745.51 feet and a chord which bears N53°25'09"W, a distance of 273.91 feet to a point; thence, S71°38'13"W, a distance of 127.98 feet to the southwest corner of said parcel herein described being a point on the easterly right-of-way line of the A.M.A.F.C.A. South Division Channel (as shown on the unrecorded plat prepared by Gayle Jewell, N.M.L.P.S. No. 4071, dated December 23, 1986); thence along said easterly right-of-way line, N13°51'34"E, a distance of 23.64 feet to a point; thence leaving said easterly right-of-way line of the A.M.A.F.C.A. South Division Channel, N71°38'13"E, a distance of 123.43 feet to the most northerly corner of said parcel herein described being a point on curve on said southerly right-of-way line of Stadium Boulevard SE; thence along said southerly right-of-way line, 291.00 feet along the arc of a curve to the right having a radius of 785.51 feet and a chord which bears S53°53'33"E, a distance of 288.25 feet to a point of tangency; thence, S43°11'24"E, a distance of 11.47 feet to a point of curvature; thence, 47.93 feet along the arc of a curve to the left having a radius of 871.51 feet and a chord which bears S44°45'51"E, a distance of 47.92 feet to the point and place of beginning.

Parcel contains 9,090 square feet, more or less.

Bohannan-Huston Inc.

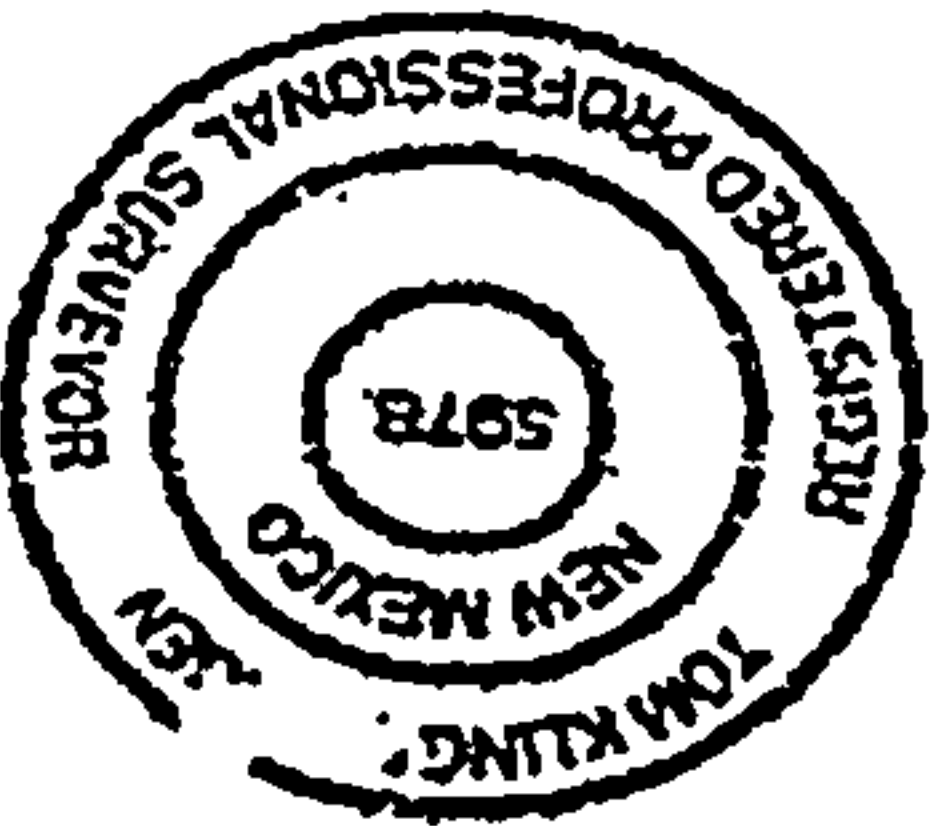
Courtard I

7500 Jefferson NE

Albuquerque, NM 87109

Project #92281.81

Attachments



Thomas Klingenhagen
Thomas Klingenhagen, P.S. #5978
Date 5-31-95

6925

DESCRIPTION (12)
2' UNM COMMUNICATION EASEMENT

A two foot wide strip of land within Section 28, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being a northerly portion of Parcels 3-A and 4, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on November 13, 1957, in Volume C35, Folio 27, and being a northerly and westerly portion of Lot 2, Tract C, C.R. DAVIS PROPERTY, plat of which was filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 1972, in Volume C8, Folio 170. Said two foot wide strip of land being measured two feet to the left of and south of the following described line:

BEGINNING at a point on the easterly boundary line of said Parcel 4, being a point on the westerly right-of-way line of University Boulevard SE, whence the ACS survey monument "K15-S" (having New Mexico State Plane Grid Coordinates, Central Zone X=386,203.66 and Y=1,481,994.03) bears N01°44'49"E, a distance of 1731.85 feet; thence leaving said westerly right-of-way line and running along the northerly boundary line of this two foot wide strip of land, S88°43'30"W, a distance of 28.49 feet to a point; thence, N78°26'21"W, a distance of 108.88 feet to a point; S88°43'36"W, a distance of 718.24 feet to a point of curvature; thence, 749.36 feet along the arc of a curve to the right having a radius of 891.51 feet and a chord which bears N67°16'08"W, a distance of 727.49 feet to a point of tangency; thence, N43°11'24"W, a distance of 11.51 feet to a point of curvature; thence, 275.48 feet along the arc of a curve to the left having a radius of 745.51 feet and a chord which bears N53°35'09"W, a distance of 273.91 feet to a point; thence, S71°38'13"W, a distance of 127.98 feet to the end point of the line herein described being a point on the easterly right-of-way line of the A.M.A.F.C.A. South Diversion Channel (as shown on the unrecorded plat prepared by Gayle Jewell, N.M.P.S. No. 4071, dated December 23, 1986).

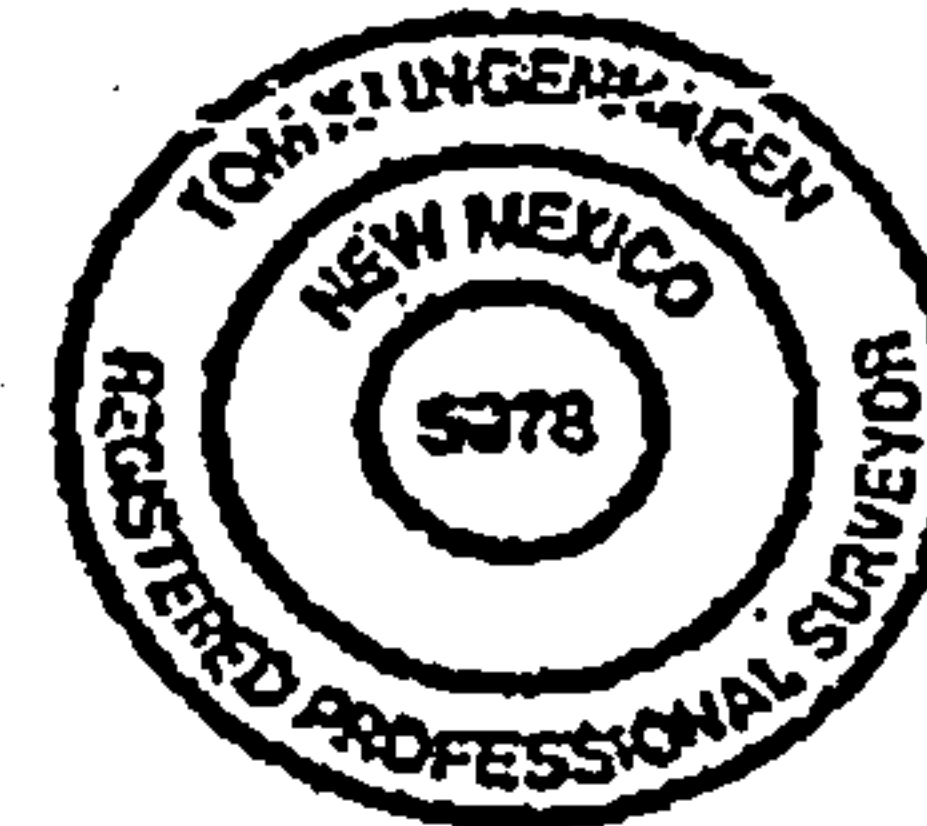
Parcel contains 4,041 square feet, more or less.

Bohannon-Huston Inc.
Courtyard I
7500 Jefferson NE
Albuquerque, NM 87109

Project #92281.81
Attachments

Thomas Klingenhagen
Thomas Klingenhagen, P.S. #5378

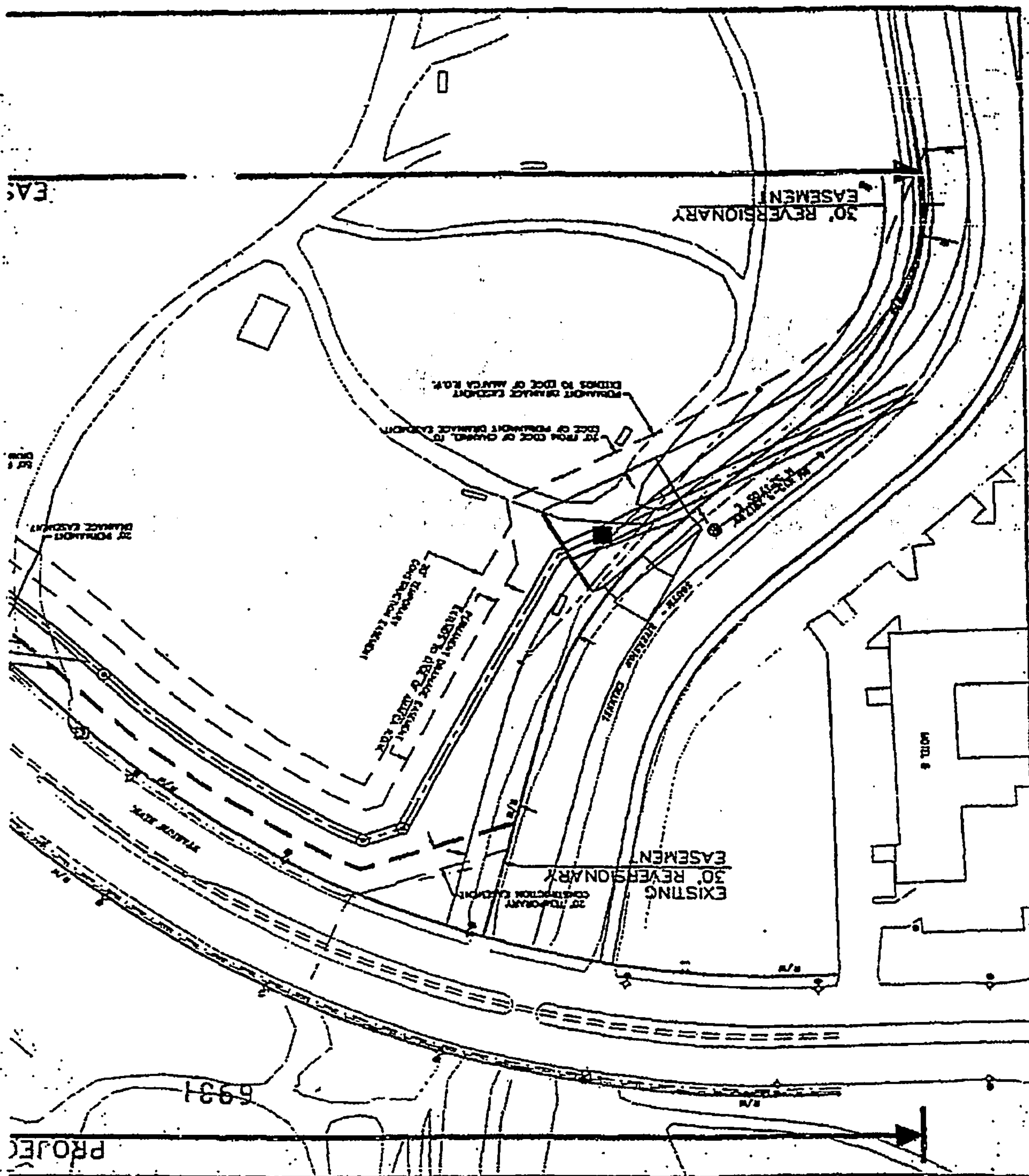
5-31-95
Date



LINE	DIRECTION	DISTANCE
1	N135.13°E	23.44'
2	S0.17°E	17.47'
3	N43.11°E	11.87'
4	S0.13°W	22.38'
5	S00.00°E	20.00'
6	S00.00°E	50.00'
7	S00.00°E	50.31'
8	N2.11°E	17.50'
9	S71.28°E	13.00'
10	N07.02°E	14.04'
11	S07.02°E	21.40'
12	N06.51°E	8.16'
13	S43.11°E	11.51'
14	S00.00°E	14.87'
15	N06.42°E	18.72'
16	N44.47°E	26.00'
17	N08.43°E	28.00'
18	S44.47°E	28.00'
19	N08.43°E	28.00'
20	N08.43°E	28.00'
21	S44.47°E	28.00'
22	S19.78°E	26.19'
23	N33.43°E	31.32'
24	N08.43°E	31.32'
25	S33.43°E	26.19'
26	N08.43°E	20.80'
27	S00.00°E	14.00'
28	N08.43°E	14.00'
29	N00.00°E	30.00'
30	N00.00°E	14.00'
31	N45.51°E	10.44'
32	S45.51°E	10.44'
33	N53.47°E	49.16'
34	S18.32°E	37.65'
35	S18.32°E	29.17'
36	N07.14°E	26.82'
37	N10.57°E	14.49'
38	N45.00°E	19.93'
39	N00.00°E	20.82'
40	S00.00°E	20.82'
41	S00.00°E	41.11'
42	N19.28°E	26.18'
43	N43.11°E	26.18'
44	N19.28°E	22.10'

CURVE	ANGLE	LENGTH	WHEEL IN	CHORD	BEARING	DETA
C1	95.51°	600.18'	429.68'	71.50'	N07.16°E	44.09'
C2	073.31°	319.78'	110.87'	2.80'	N01.18°E	18.38'
C3	54.31°	271.35'	470.78'	7.03'	N07.18°E	46.02'
C4	69.31°	217.08'	119.10'	3.09'	N01.53°E	18.11'
C5	201.40°	98.03'	50.00'	7.04'	S44.18°E	37.53'
C6	219.83°	27.25'	121.58'	1.83'	N00.11°E	56.20'
C7	237.53°	18.44'	102.48'	1.21'	N00.11°E	53.53'
C8	74.31°	375.45'	136.13'	2.19'	S33.50°E	07.18'
C9	69.31°	20.43'	10.73'	1.43'	S43.50°E	21.01'
C10	091.31°	36.54'	18.78'	3.43'	S47.31°E	02.11'
C11	091.31°	47.79'	36.17'	4.08'	S45.32°E	01.18'
C12	30.00°	47.79'	20.87'	4.08'	S45.32°E	01.18'
C13	071.31°	44.64'	139.85'	4.17'	S44.53°E	01.04'
C14	071.31°	47.81'	21.87'	4.17'	S44.53°E	01.04'
C15	183.31°	271.00'	18.28'	10.11'	N08.21°E	07.50'
C16	183.31°	104.75'	52.48'	10.11'	N08.21°E	07.50'
C17	23.00°	34.75'	11.51'	23.78'	N73.34°E	38.47'
C18	041.00°	405.70'	70.80'	40.10'	S16.38°E	27.54'
C19	041.00°	323.76'	136.06'	21.75'	S18.08°E	36.11'
C20	041.00°	318.50'	134.40'	36.65'	S18.08°E	36.11'
C21	041.00°	414.83'	211.40'	41.02'	S18.08°E	37.13'
C22	23.00°	14.31'	7.07'	14.32'	S17.21°E	37.13'
C23	071.00°	404.41'	202.58'	40.10'	N17.53°E	32.42'
C24	571.00°	34.53'	13.21'	3.44'	N18.16°E	36.54'
C25	23.00°	38.60'	32.43'	34.43'	N44.18°E	04.07'
C26	041.00°	443.05'	237.74'	44.17'	N16.18°E	26.11'
C27	041.00°	31.78'	12.40'	34.43'	N15.21°E	07.24'
C28	134.00°	401.08'	244.07'	41.11'	N15.21°E	07.24'

LEGEND
--- SUBDIVISION BOUNDARY LINE
--- INTERIOR TRACT LINE
--- MONUMENT ME LINE
--- EXIST. PUBLIC UTILITY EASEMENT
--- PERMANENT DRAINAGE EASEMENT
--- UNID COMMUNICATION CABLE EASEMENT
--- TEMPORARY CONSTRUCTION EASEMENT
--- EXIST. WATER LINE
--- EXIST. SANITARY SEWER LINE
--- EXIST. STORM DRAIN LINE
--- EXIST. GAS LINE
--- POWER POLE
--- DROP ARCHER



SCALE: 1"=100' DATE: 12-12-94

STADIUM BLVD. STORM DRAIN-

THESE MEASURES WOULD BE
FOR THE PURPOSES OF A REVENUE

CONFIDENTIAL

[illegible]

WASH DC 20535

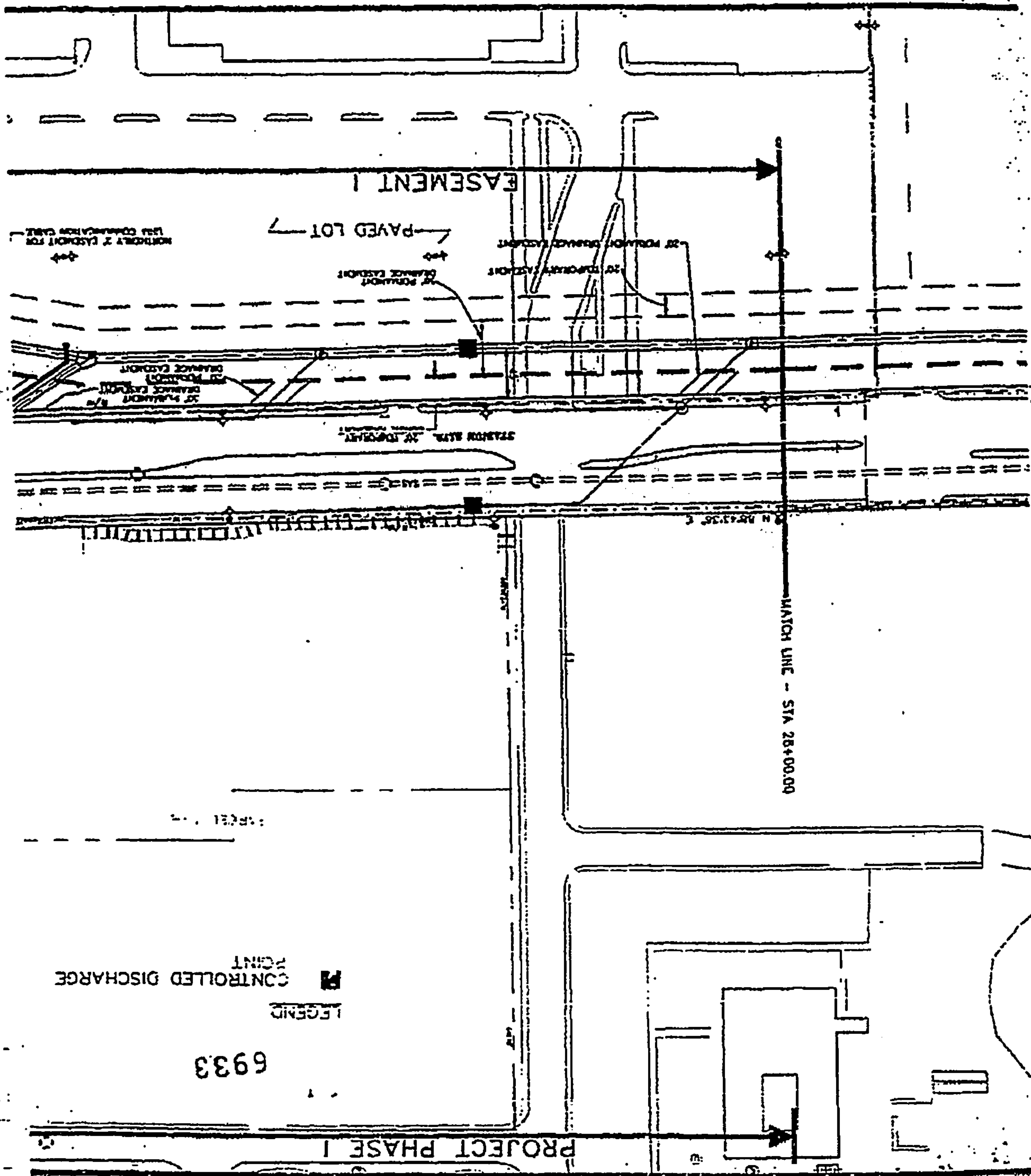
WATCH LINE - STA 28+00.00

CONTROLLED DISCHARGE POINT

ONSET

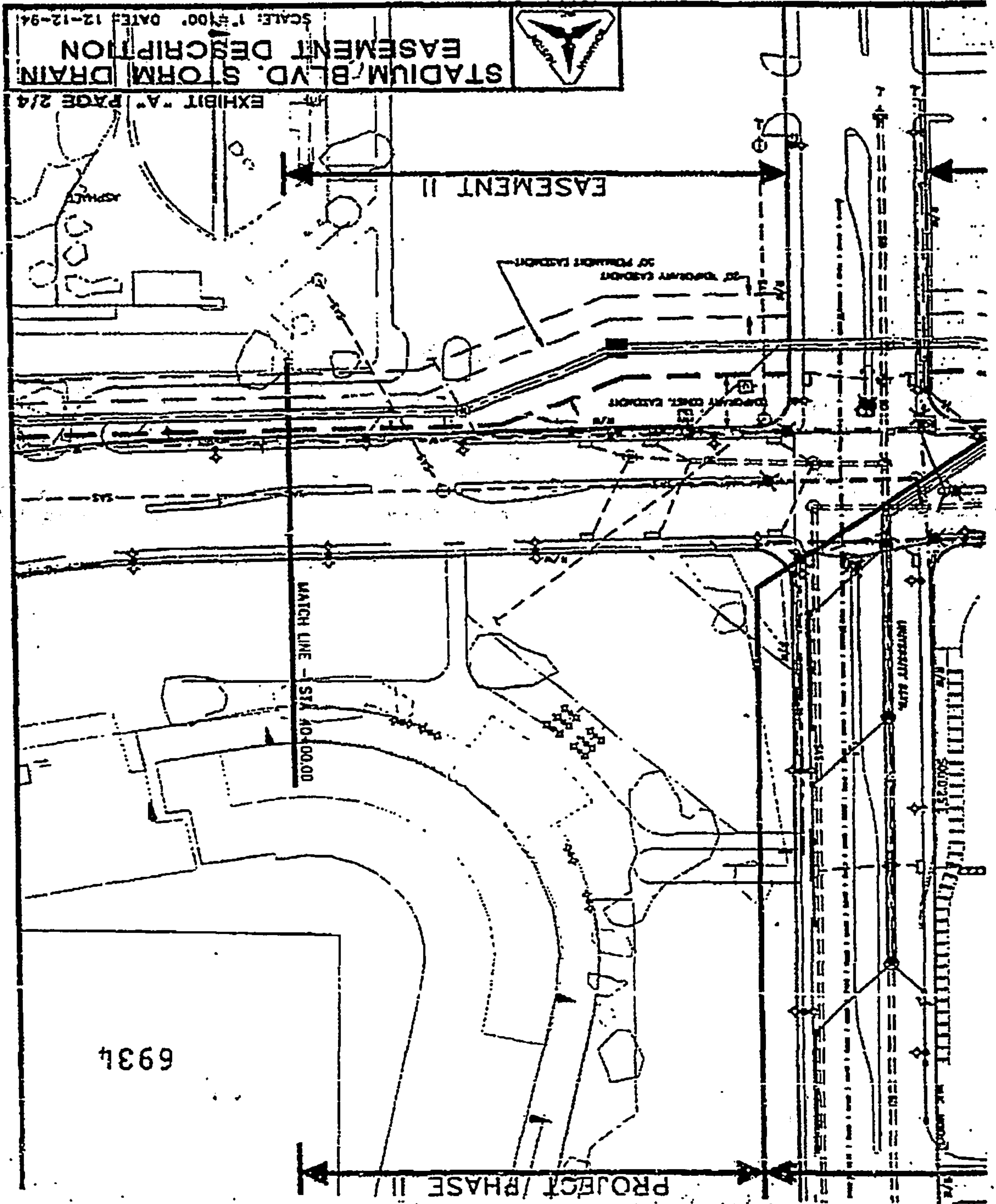
2859

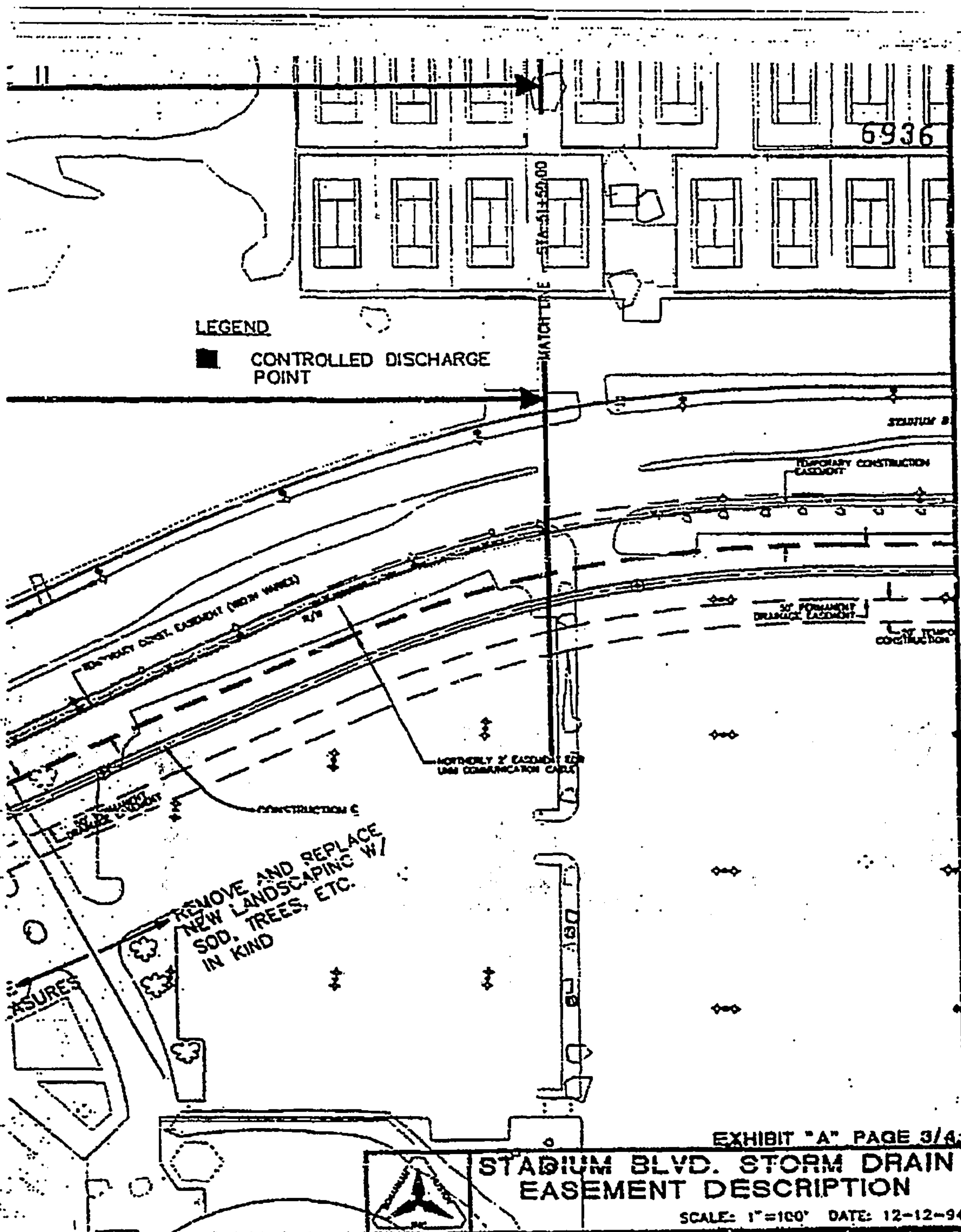
PHASE

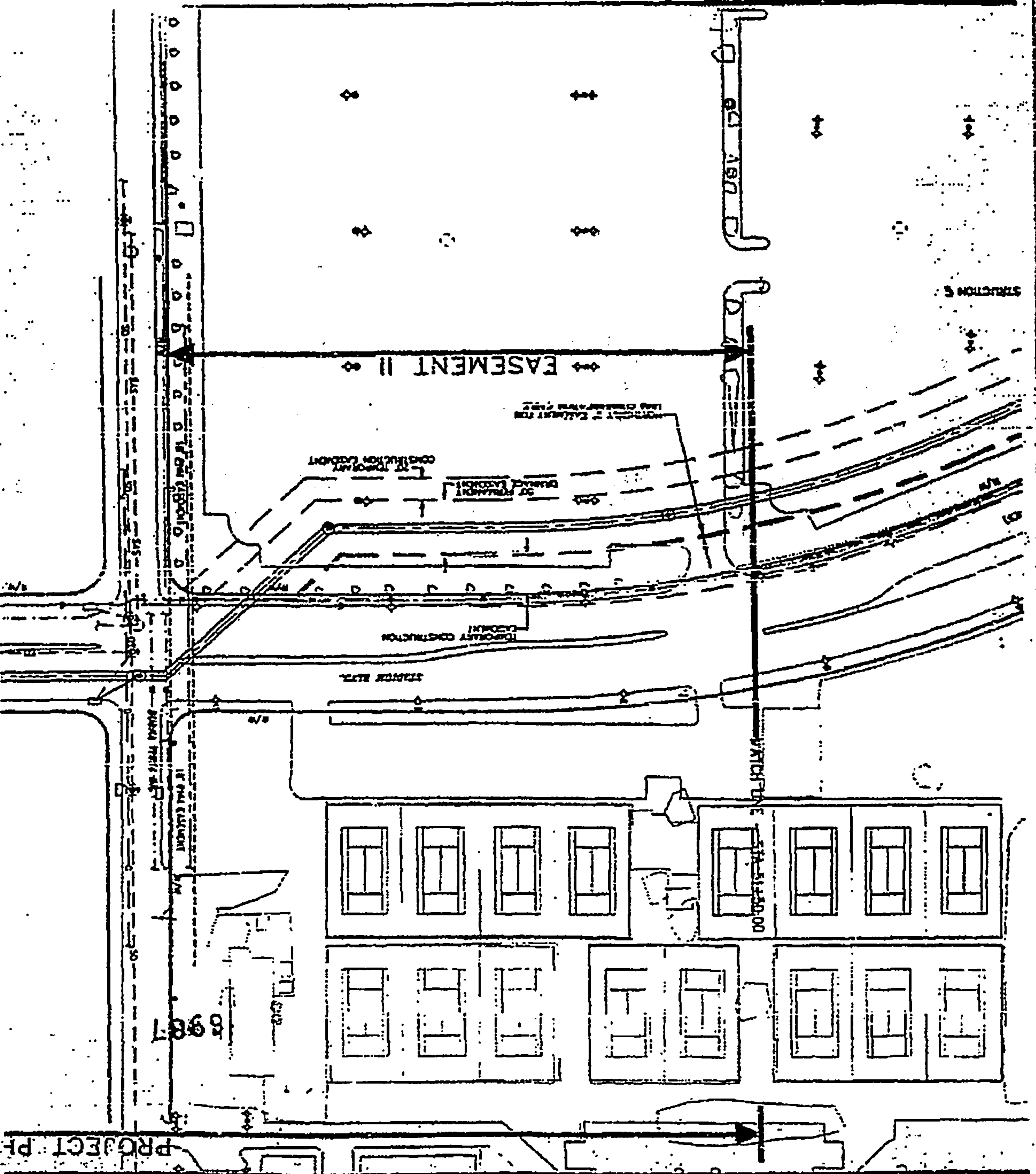


LEGEND
CONTROLLED DISCHARGE
POINT

6933







PROJECT PH

SCALE: 1"=100' DATE: 12-12-94

EXHIBIT "A" PAGE 4/4

8869

1. 25:2
29:2

TERMINATION AND RELEASE OF EASEMENT

TITLE OF PROJECT: _____ 5939

GRANTOR: _____

CITY PROJECT NO. _____

THIS TERMINATION AND RELEASE OF EASEMENT IS EXECUTED THIS ____
DAY OF _____, 19 ____.

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and _____, ("Grantor"), entered into a Permanent Easement dated _____, recorded on _____, in the records of the Clerk of Bernalillo County, New Mexico at _____, whereby the Grantor granted to the City a permanent easement in, over, upon and across Grantors real property for storm drain improvements (the "Easement"); and

WHEREAS, pursuant to the terms of the Easement, the City has determined that the Easement is no longer required.

NOW THEREFORE, in consideration of the above, the City does hereby terminate, release and discharge Grantor's real property from the effect and operation of the above-mentioned Easement.

APPROVED BY:

Robert E. Gurule, Director
Public Works Department

Sylvia V. Baca, Director
Finance & Management Department

Lawrence Rael
Chief Administrative Officer

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____
by Lawrence Rael, Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT B

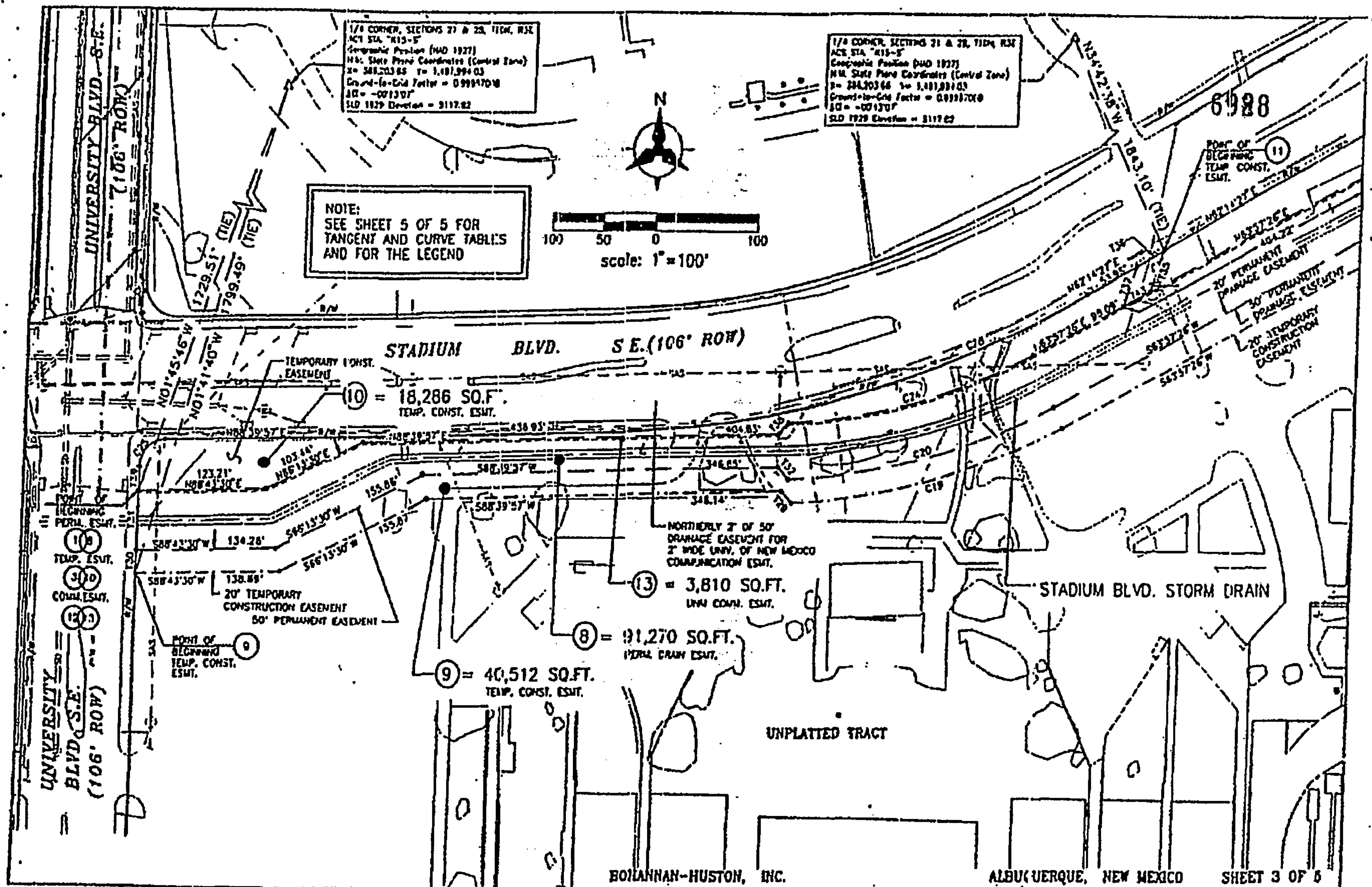
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

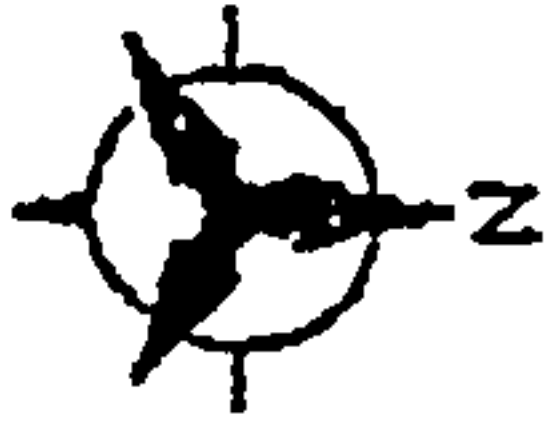
6940

This instrument was acknowledged before me on _____
by Robert E. Gurule, Director of the Public Works Department for the City of
Albuquerque, a New Mexico municipal corporation.

Notary Public

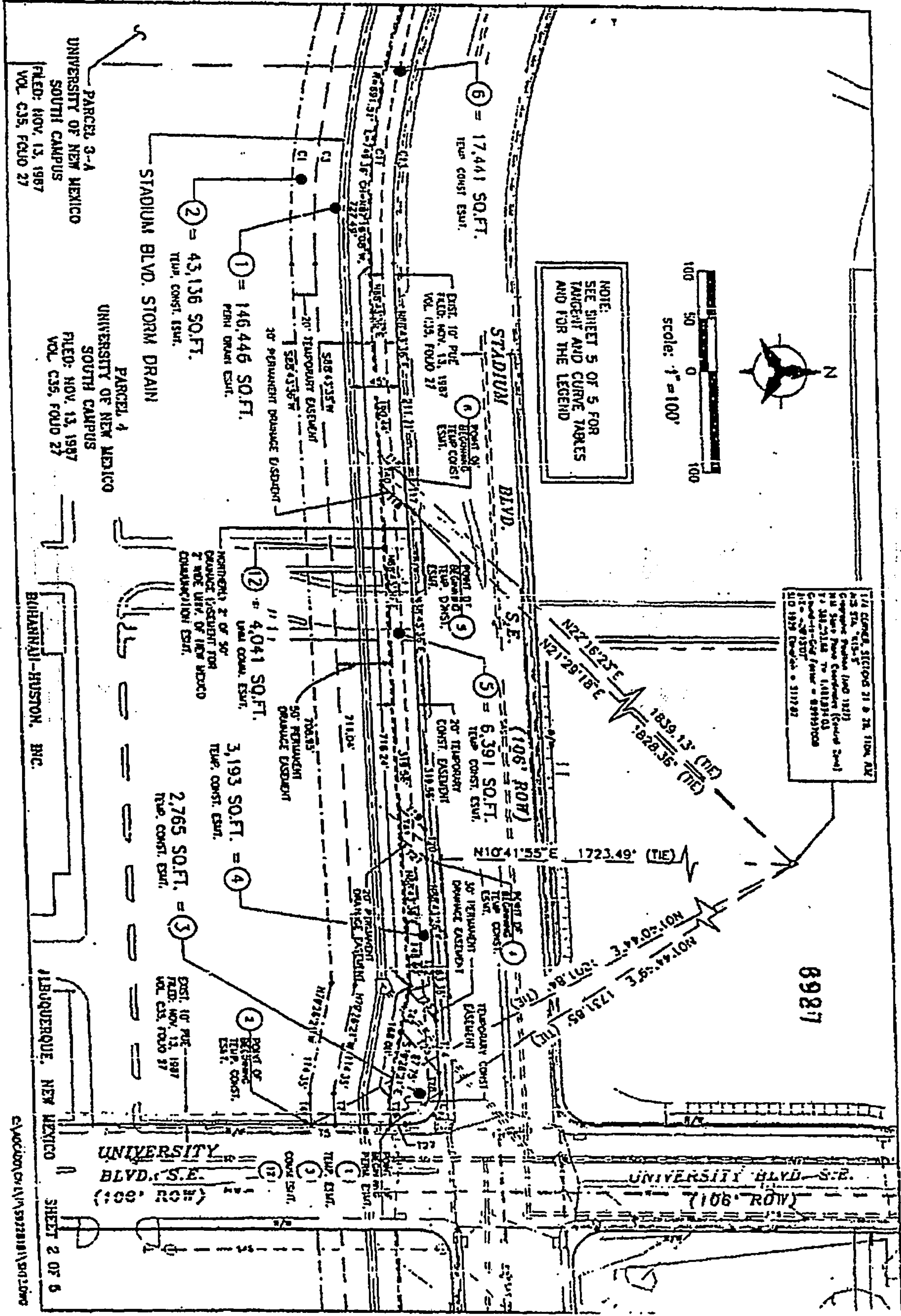
My Commission Expires:





NOTE:
SEE SHEET 5 OF 5 FOR
TANGENT AND CURVE TABLES
AND FOR THE LEGEND

1/4 CORNER, SECTION 21 & 22, T10N, R1E
AS STA. 415+5
Carpenter's Point (140 1911)
NE 1/4 Sec. 21, T10N, R1E, S. 1/4
1/4 34.7114 to 1.0119103
Carpenter's Point (140 1911)
1/4 34.7114 to 1.0119103
1/4 34.7114 to 1.0119103
1/4 34.7114 to 1.0119103



ALBUQUERQUE, NEW MEXICO
SHEET 2 OF 5
C:\CADD\DWG\159228181\5012000

6941

**REAL PROPERTY ENCROACHMENT AGREEMENT
AND COVENANTS UPON REAL ESTATE**

(Building structures into water, sewer & drainage easement/damage)

This Agreement between the City of Albuquerque, New Mexico ("City"), the University of New Mexico ("UNM"), and _____ ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the County Clerk.

Recital: UNM is the fee owner of certain real property ("UNM's Property") located at _____ in Albuquerque, New Mexico which is more particularly described as:

SEE EXHIBIT A ATTACHED HERETO.

The City is the owner of a certain drainage easement (City's Property) within UNM's Property. The User wishes to encroach upon, or already has encroached upon, the City's Easement by constructing the following "Improvement":

(PUT DESCRIPTION HERE)

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

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

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

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

EXHIBIT "C"

6942

regulations.

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

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

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

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

(ENTER ADDRESS HERE)

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

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

6943

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

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

Indemnification. The User agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the User the failure of the User to perform any act or duty required of the User herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. If applicable this indemnity shall in all cases be subject to the immunities and limitations of the Tort Claims Act, Section 41-1-4 NMSA as amended.

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

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

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

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

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

CITY OF ALBUQUERQUE
Approved By:

Date: _____

Consent & Acknowledgement:
University of New Mexico:

By: _____
Its: _____
Date: _____

This instrument was acknowledged before me on _____,
by Lawrence Rael, Chief Administrative Officer for the City of Albuquerque, a New
Mexico municipal corporation.

My Commission Expires:

6945

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

This instrument was acknowledged before me on _____
by David L. McKinney, Vice President of Business & Finance, for The Regents of the
University of New Mexico.

Notary Public

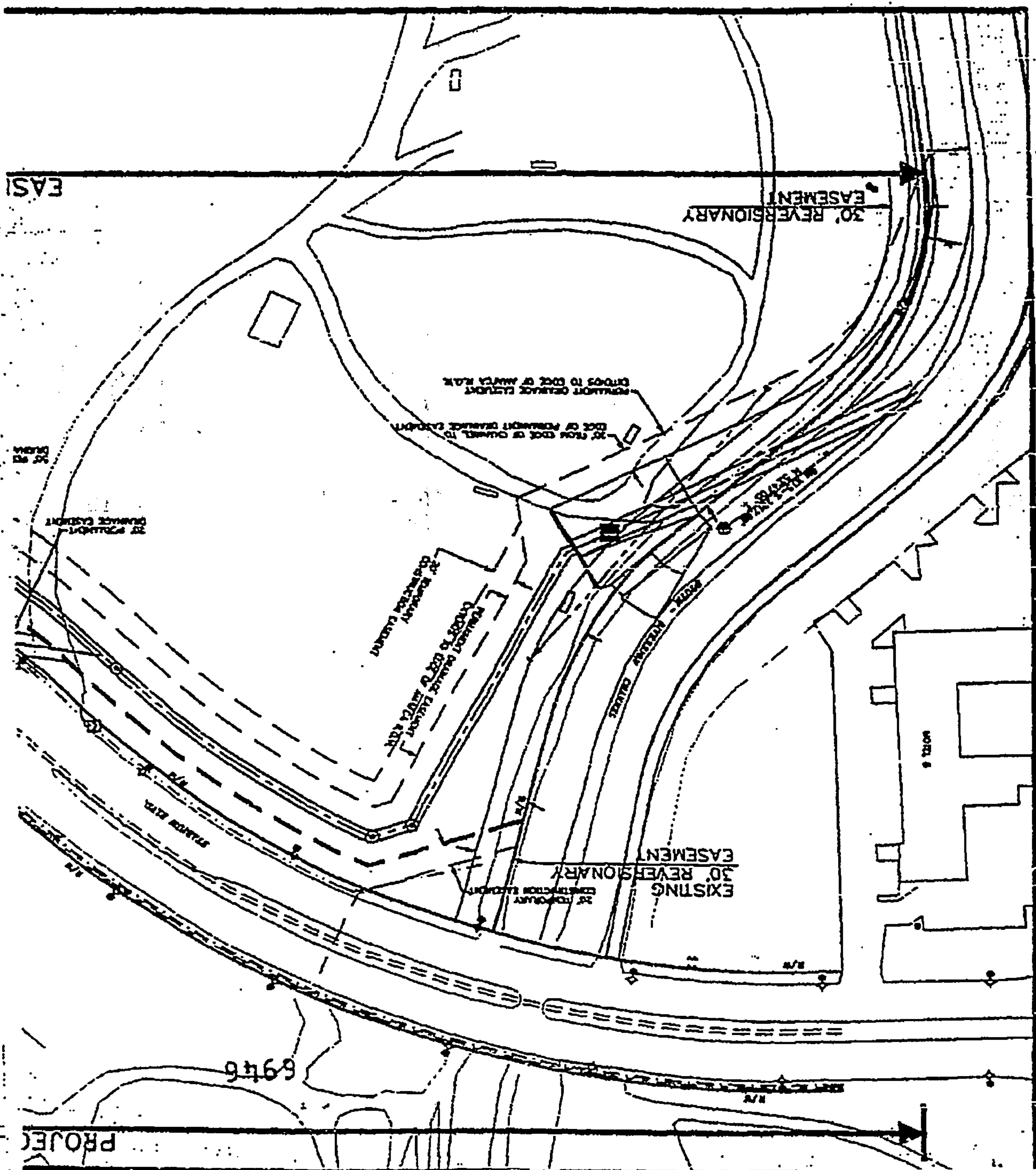
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)
ss.)

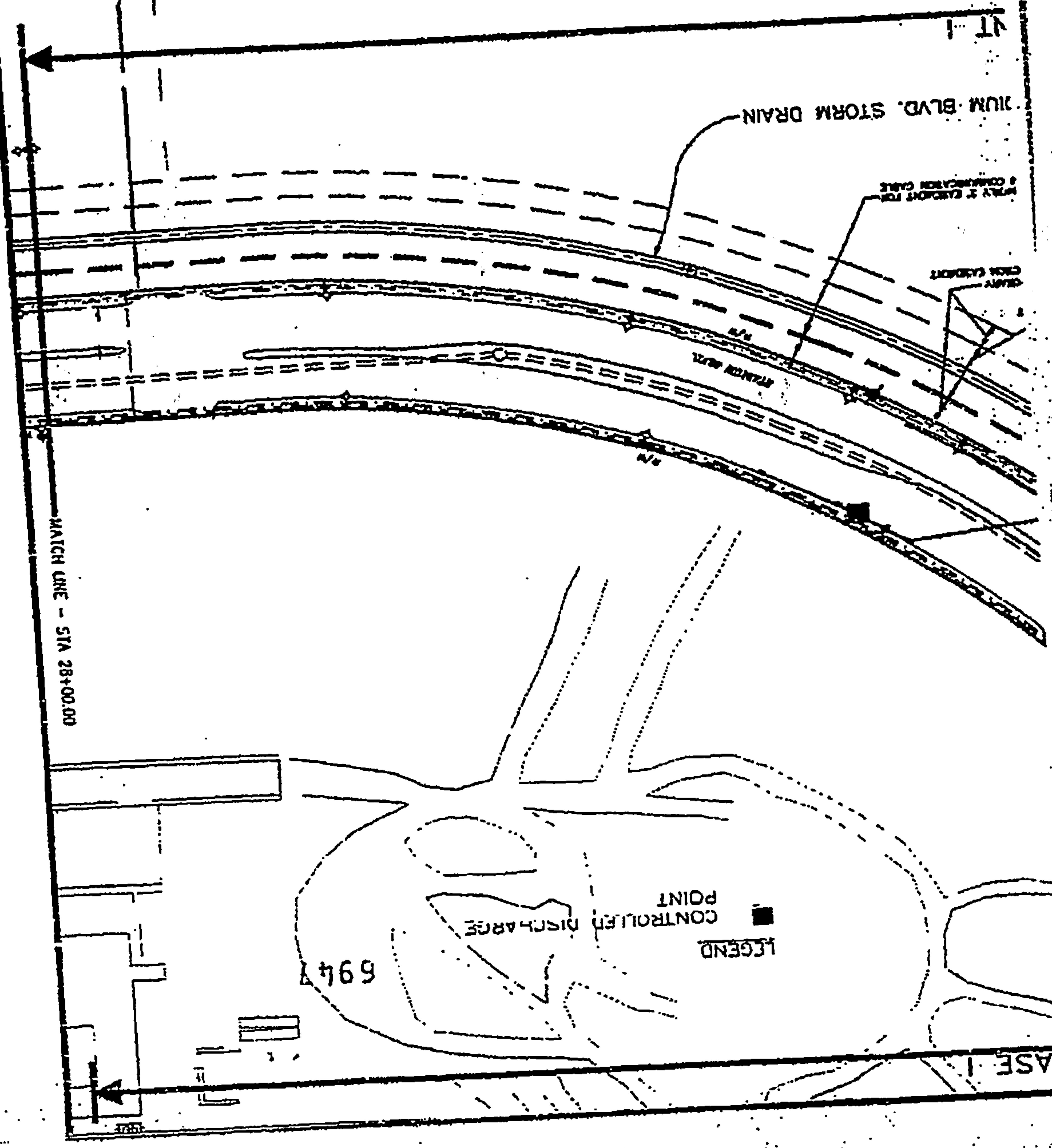
This instrument was acknowledged before me on _____
by _____ (Title) _____
corporation. _____

Notary Public

My Commission Expires: _____



STADIUM BLVD. STORM DRAIN
EASEMENT DESCRIPTION
EXHIBIT "A" PAGE 1/4
SCALE: 1"=100' DATE: 12-12-94



PROJECT PHASE I

6948

LEGEND

■ CONTROLLED DISCHARGE POINT

PARCEL 1-2

MATCH LINE - STA 28+00.00

N 89°45'35" E

STATION 28+00.00

20' PERMANENT DRAINAGE EASEMENT
20' PERMANENT DRAINAGE EASEMENT
20' PERMANENT DRAINAGE EASEMENT

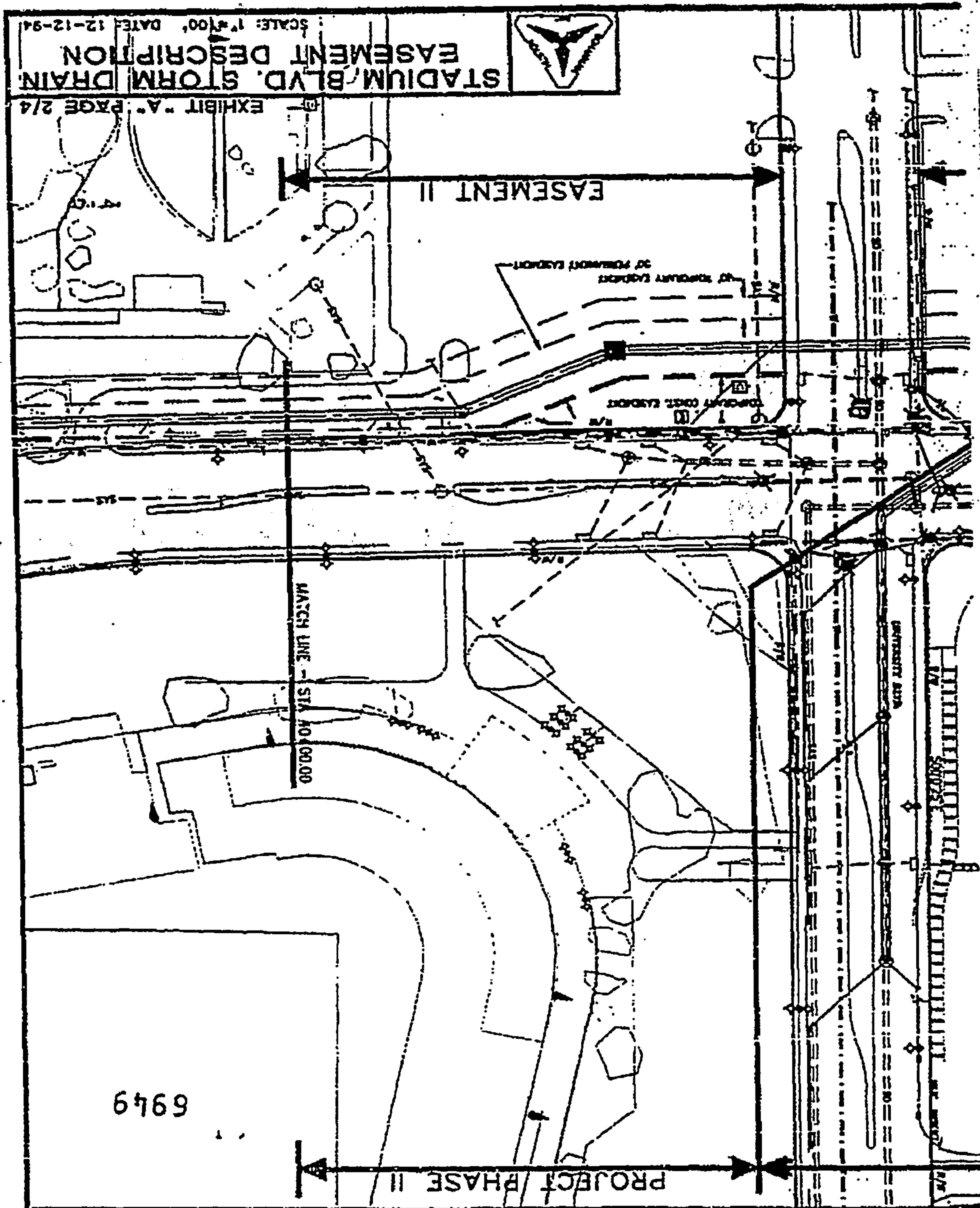
20' TEMPORARY EASEMENT
20' PERMANENT DRAINAGE EASEMENT

20' PERMANENT DRAINAGE EASEMENT

PAVED LOT

NORTHERLY 2' EASEMENT FOR
UNDER CONSTRUCTION CABLE

EASEMENT 1

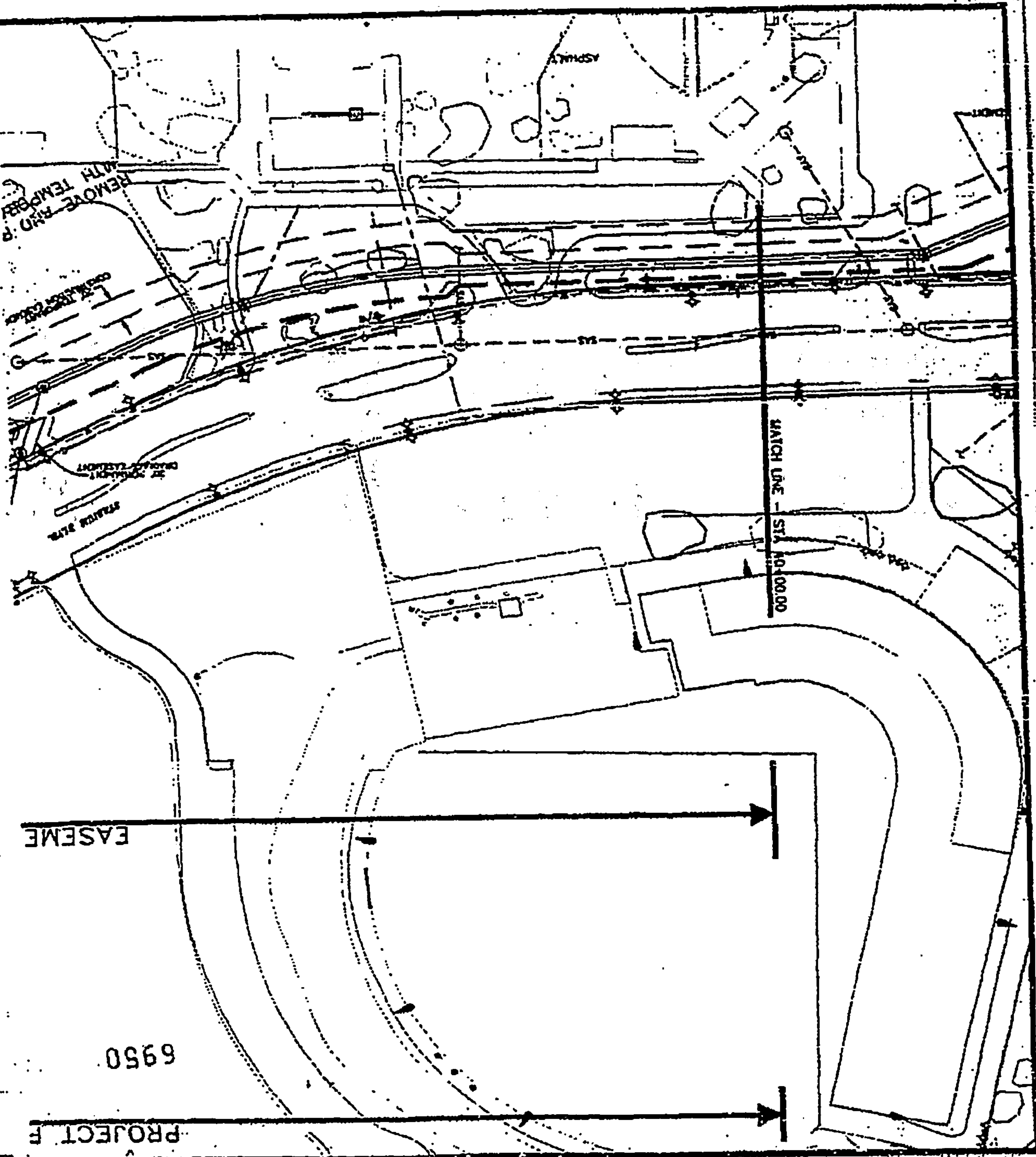


PROJECT F

6950

EASEMENT

MATCH LINE - STA. NO. 00.00



REMOVE AND
WITH TEMPORARY

STATION 21.78
DRIVEWAY EASEMENT

ASPHALT

15/5/5

CONTROLLED DISCHARGE
POINT

$$Y=57A-51+50.00$$

TEMPERATURE CORRECTION (FROM TABLE)

**TEMPORARY CONSTRUCTION
-EASEMENT**

**GO FORWARD
DRAINAGE EASTMENT**

CONSTRUCTION

—NORTHWESTLY 2' CEMENTED FOR
USED COMMUNICATION CABLE

CONSTRUCTION &

REMOVE AND REPLACE
NEW LANDSCAPING N/
SOD, TREES, ETC.
IN KIND

SURES

EXHIBIT "A" PAGE 3/4

STADIUM BLVD. STORM DRAIN EASEMENT DESCRIPTION

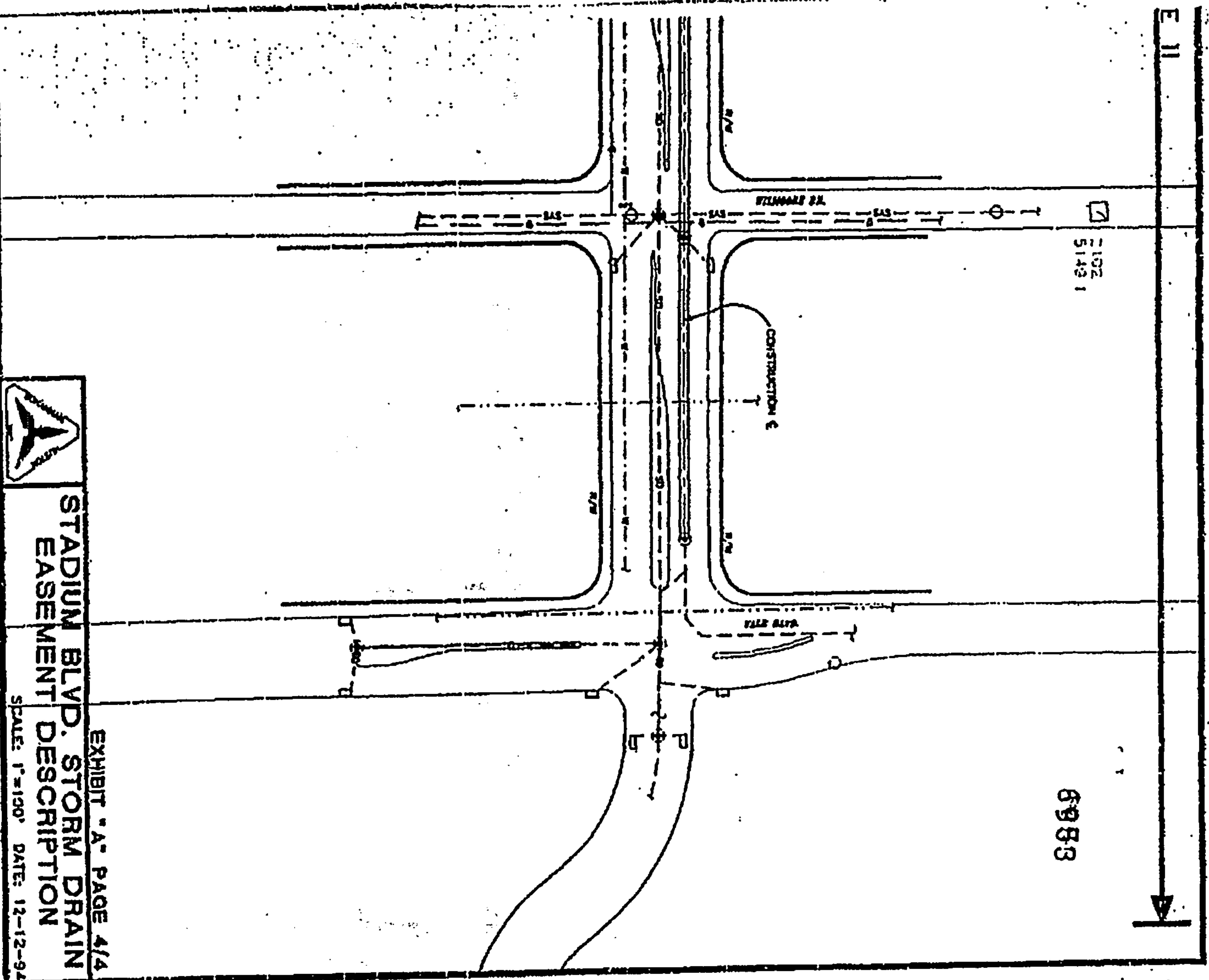
SCALE: 1"=100' DATE: 12-12-94





EXHIBIT "A" PAGE 4/4
STADIUM BLVD. STORM DRAIN
EASEMENT DESCRIPTION

SCALE: 1"=100' DATE: 12-12-94



CITY OF ALBUQUERQUE



April 23, 2010

John A. Tellez, P.E.
Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106

Re: University Arena Renovations Grading and Drainage Plan
Engineer's Stamp dated 4-20-10 (L15/D059)

Dear Mr. Tellez,

Based upon the information provided in your submittal received 4-20-10, the above referenced plan cannot be approved for Grading Permit, Paving Permit or Work Order until the following comments are addressed:

- Provide a detail for the spillway to be constructed as part of Pond 2. The detail should specify the width, depth, invert and capacity.
- Connection to the 96" storm drain is to be built per Work Order. There should not be any build notes for this work on this plan.
- The water quality grate is shown on Sheet C-501, but there is no build note that references it. "Grate per Detail B3 on Sheet C-501" could be added to the build note.
- The pond hydrographs have an Outflow value when the WSE is below the weir. If this table begins at the weir elevation, then the volume below the Max water surface elevation is not included.
- Should water quality grates be constructed on the Type "C" inlets east of the PIT?
- On the water quality grate detail, Note A is pointing to the Top bar rather than to the bearing bar. In addition, the rear end bar is not shown.
- Build Note 14 Sheet C-103 specifies rip-rap on Sheet C-102. The detail is shown on Sheet C-500.
- Numerous leaders are missing TC/TA.
- Basin 10 is specified as having 567% land treatment D.

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

Sincerely,

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

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

Copy: file

CITY OF ALBUQUERQUE



April 9, 2010

John A. Tellez, P.E.
Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106

Re: University Arena Renovations Grading and Drainage Plan and Work Order Plan

Engineer's Stamp dated 3-31-10 (L15/D059)

Dear Mr. Tellez,

I am writing this letter to recap our meeting 4-8-10 concerning the comment letter dated 4-6-10 and DRC comments. The following comments summarize the discussion of the meeting and changes to be made to the above referenced plans.

- It is acceptable to tap into the 96" storm drain near the on-site inlets along Cesar Chavez Blvd provided the runoff enters the inlets via a Type "C" inlet(s) with a water quality grate. The water quality manhole is not required.
- A spillway is to be constructed at Pond 2 so that the pond will spill into the access road.
- Currently there is no outlet shown for Pond 2 and there is a gap in the access road down the hill. This is required to be worked out with the proposed housing development west of this location.
- An emergency spillway is not required for Pond 3 as the orifice on top of the outlet structure will act as a secondary outlet and if in the case the pond does overtop, the runoff will enter the access drive in the site below.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

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

Sincerely,

Curtis A. Cherne
Curtis A. Cherne, P.E.

Senior Engineer, Planning Dept.
Development and Building Services

Copy: file

6954

EXHIBIT B

**(REAL PROPERTY ENCROACHMENT AGREEMENT
AND COVENANTS UPON REAL ESTATE)**

Sketch of Encroachment to be furnished by User in the future.

EXHIBIT B

CITY OF ALBUQUERQUE



March 16, 2010

John A. Tellez, P.E.
Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106

Re: University Arena Renovations Grading and Drainage Plan
Engineer's Stamp dated 3-5-10 (L15/D059)

Dear Mr. Tellez,

Based upon the information provided in your submittal received 3-5-10, the above referenced plan cannot be approved for Grading Permit or Paving Permit until the following comments are addressed:

- Drainage Basins should include the entire area west of University Blvd.
- The 2 foot sidewalk culvert in Basin 1 will not have the capacity to drain Basin 1. A sidewalk culvert will pass approximately 1.8 cfs/ft of sidewalk culvert. In addition, this basin extends to University Blvd.
- It appears that the area in Basin 2 east of the access road will drain down the access road. A high point should be proposed in the access road at the Basin 2 divide line on the south.
- Add the narrative for Basin 8 on Sheet C-107.
- The Drainage Report for Basin 2 specifies that this basin will drain through the curb into a swale through 6" pipes. There is no detail or calculations for this swale. This does not appear to provide adequate protection for the planned development west of this site.
- Are retaining walls planned for the three ponds in the northwest area of the site? Numerous contours are missing otherwise and the contours don't tie to existing or proposed contours.
- On Sheet C-105, is the storm drain in the Fire Lane existing? The storm drain continues to the west, but does not appear on Sheet C-104. Is the inlet near the south end of this storm drain proposed?
- The designation "FF" is reserved for the Finished Floor of a building.
- What is the water surface elevation of the detention/retention ponds?
- Specify the type and capacity of the inlets in the detention ponds.
- Provide a pond hydrograph for each pond.
- Connection to the 96" storm drain is to be built per the Work Order process.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

CITY OF ALBUQUERQUE



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

Sincerely,

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

PO Box 1293

C: file
Jeffrey Mulberry, BHI

Albuquerque

NM 87103

www.cabq.gov

Cherne, Curtis

To: Dan Hogan (dhogan@molzencorbin.com)
Subject: Furthest east inlet to manhole

Dan,
Please forward to John.
Per our conversation this morning, it is acceptable to tie the furthest east inlet along Cesar Chavez into the nearby manhole. The inle is to be a water quality inlet. The remaining inlets to drain to an onsite storm drain to a water quality manhole as described in my comment letter dated 4-7-10.

Curtis Cherne, P.E.
Senior Engineer
Development and Building Services
Planning Department, COA
924-3695