



10-25-88



10-25-88











City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

February 27, 1995

Mark Goodwin
Mark Goodwin & Assoc. PA
PO Box 90606
Albuquerque, NM 87199

RE: FOUR HILLS VILLAGE SHOPPING CENTER (L-22/D33A) ENGINEER'S STAMP
DATED 2/7/95

Dear Mr. Goodwin:

Based upon the information contained in your 2/7/95 resubmittal and from our meeting of 2/24/95, I will not be able to authorize either Paving or Building Permit approval at this time.

Per our 2/24/95 meeting, it is my understanding that you will investigate further a potential gravity flow storm drain system from the onsite pond outfall to the existing system in Central Avenue. Unless I hear from you, I will anticipate a resubmittal with design information pertinent to the proposed Central Avenue outfall line.

I can be reached at 768-3622.

Sincerely,

Scott Davis
PWD, Hydrology Division

c: Andrew Garcia
file`



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

July 21, 1986

David Thompson, P.E.
Bohannon-Huston, Inc.
7500 Jefferson Street, NE
Albuquerque, New Mexico 87109

RE: DRAINAGE & GRADING PLAN SUBMITTAL OF FOUR HILLS VILLAGE
SHOPPING CENTER RECEIVED JUNE 30, 1986 FOR BUILDING PERMIT
APPROVAL (L-22/533A1)

Dear Dave:

The above referenced submittal dated June 24, is approved for building permit.

Include a copy of this plan with the construction sets prior to routing to Hydrology for sign-off.

If you have any questions, call me at 766-7644.

Sincerely,

Roger A. Green, P.E.

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

cc: George Reinhart

RAG/bsj

THIS DOCUMENT IS NOT FOR DISTRIBUTION

FOR THE CITY OF ALBUQUERQUE, NEW MEXICO

ENGINEERING DIVISION

Telephone (505) 766-7467

AN EQUAL OPPORTUNITY EMPLOYER



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

January 28, 1987

David Thompson, P.E.
Bohannon-Huston, Inc.
7500 Jefferston Street, NE
Albuquerque, New Mexico 87109

RE: REVISED DRAINAGE PLAN FOR FOUR HILLS VILLAGE SHOPPING CENTER
PHASE II (L-22/D33A1) ENGINEER'S STAMP DATED JANUARY 21, 1987

Dear Dave:

Based on the information provided on your resubmittal of, January 23, 1987, revisions as indicated are acceptable.

Please be advised that prior to Phase III construction, we will need a revised plan showing how the as-built conditions from Phase II will interact with Phase III.

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

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

RATIONAL METHOD FOR EXISTING PEAK 10 & 100 YR RUNOFF

Area = 1.45 acres

100% undeveloped, $C = 0.40$

$T_c = 10 \text{ min.}$

$I_{10} = 3.47 \text{ in/hr}$

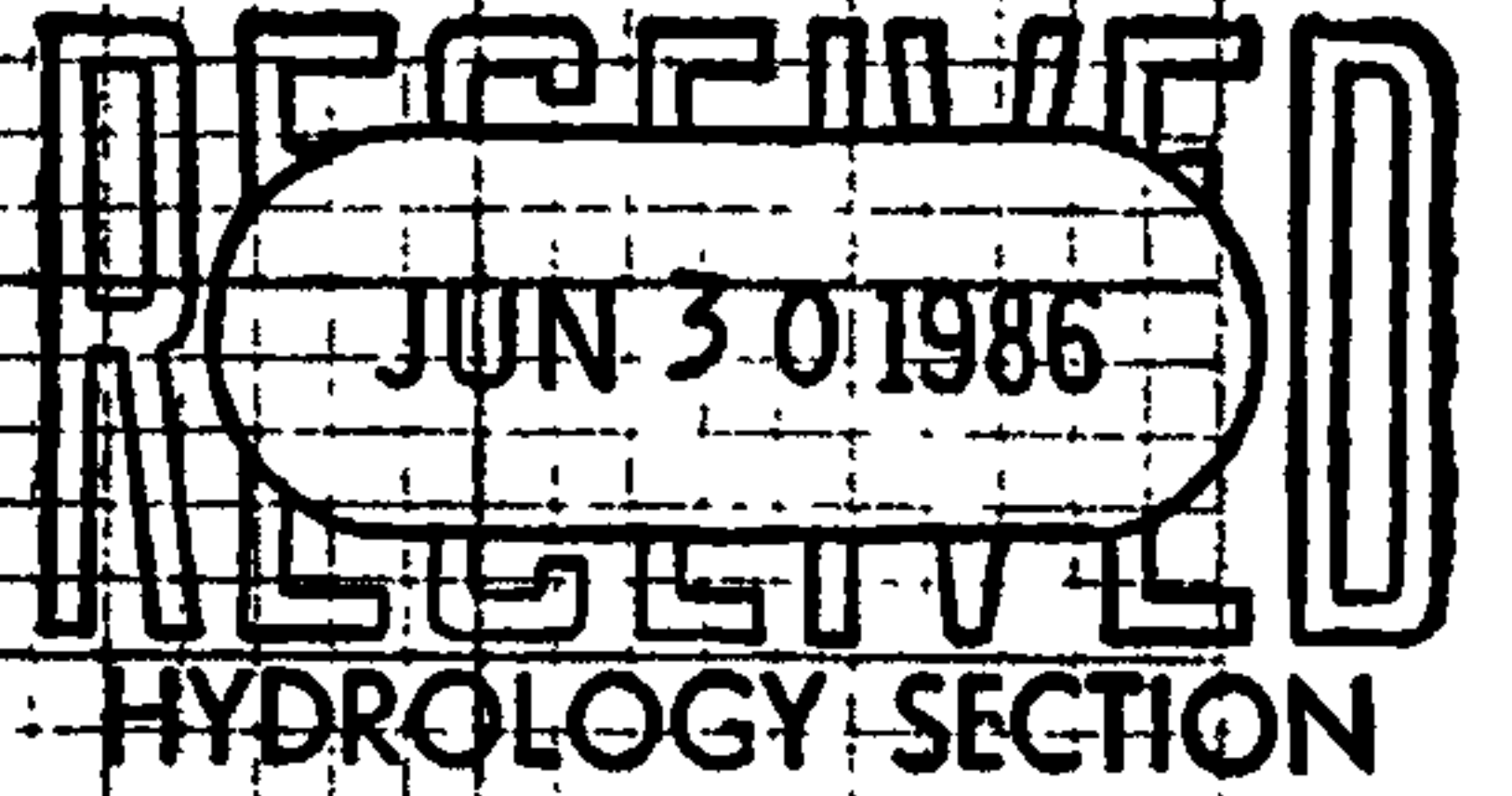
$I_{100} = 5.28 \text{ in/hr}$

$22.2 D-1 + 22.2 D-2$

$\therefore$

$$Q_{10} = (0.40)(3.47)(1.45) = 2.01 \text{ cfs}$$

$$Q_{100} = (0.40)(5.28)(1.45) = 3.06 \text{ cfs}$$



BOHANNAN-HUSTON INC.

PROJECT NAME Four Hills SHEET 1 OF 8

PROJECT NO. 62092 BY DATE

SUBJECT Drainage Analysis CH'D DATE 7/16/88

SCS METHOD FOR EXISTING 10 & 100 YR RUNOFF VOLUME

$T_c = 10 \text{ min.}$

Point Rainfall:

10 yr = 1.64 in.

100 yr = 2.50 in. $\rightarrow$ Plate 22.2 D-1

Area = 1.45 acres

CN Determination:

Hydrologic Soil Group B

Dirt Area

$\therefore CN = 82$ from 22.2 C-2 & 22.2 C-3

Runoff Volume (R):

$R_{10} = 0.40 \text{ in.}$

$R_{100} = 0.92 \text{ in.}$ $\rightarrow$ from 22.2 C-4

$\therefore$

Existing 10 yr Runoff Vol.

$$(.40/12)(1.45)(43,560) = \underline{\underline{2,105 \text{ CF}}}$$

Existing 100 yr Runoff Vol.

$$(.92/12)(1.45)(43,560) = \underline{\underline{4,842 \text{ CF}}}$$



BOHANNAN-HUSTON INC.

PROJECT NAME Four Hills SHEET 2 OF 8

PROJECT NO. 62092 BY DATE

SUBJECT Drainage Analysis CH'D MS DATE 7/16/88

RATIONAL METHOD TO FIND PEAK 10 YR RUNDOFF (PROPOSED)

Area = 1.45 acres

70% paved, $C = 0.95$

30% landscaped, $C = 0.25$

$$\text{Composite } C = (.95 \times .70) + (.25 \times .30) = 0.74$$

$T_c = 10 \text{ min.}$

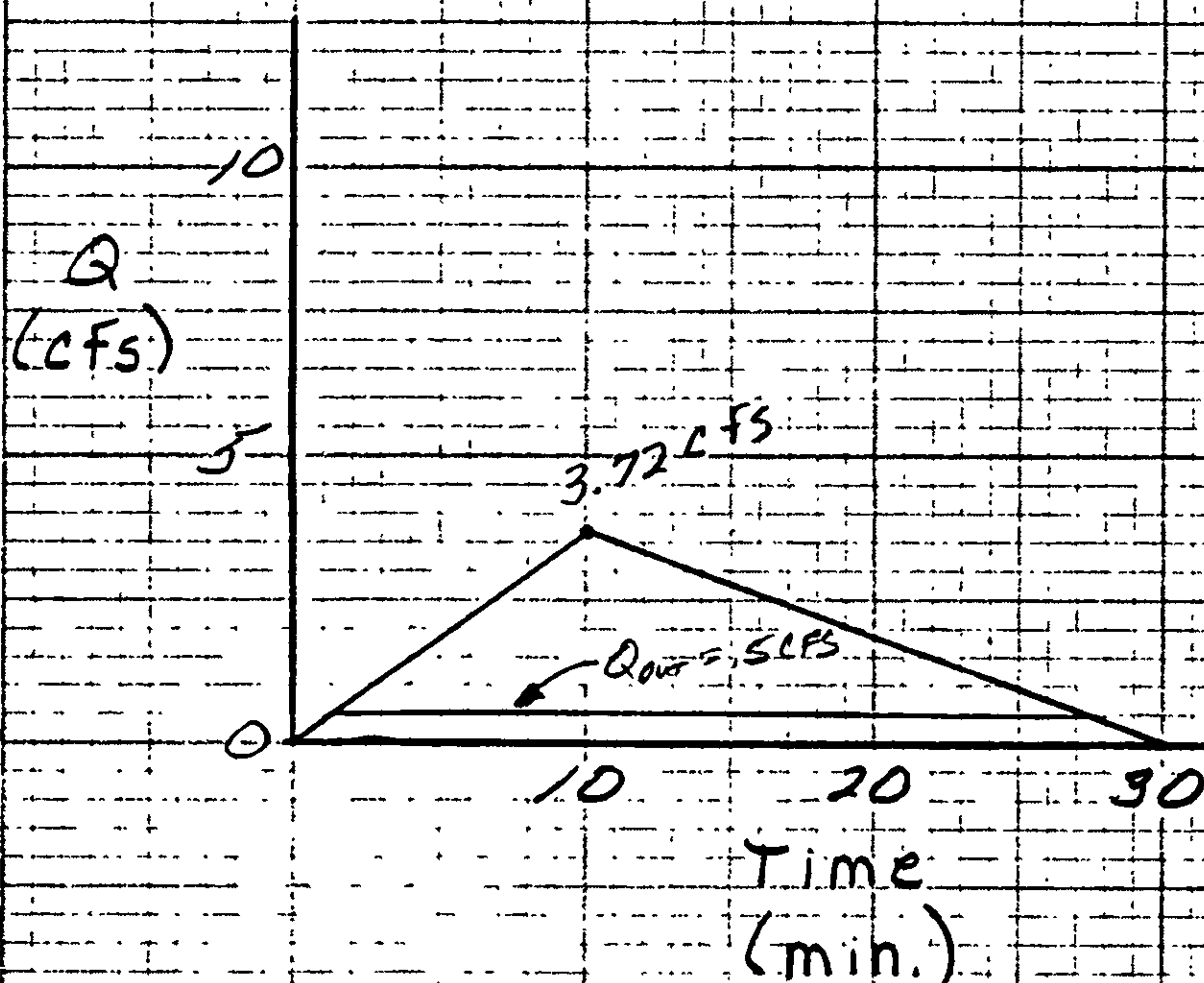
$I_{10} = 3.47 \text{ in/hr}$ from 22.2 D-1 & 22.2 D-2

$$Q_{10} = CIA = (.74 \times 3.47 \times 1.45) = 3.72 \text{ cfs}$$

TRIANGULAR HYDROGRAPH

Where, $K = 3.42/\text{cfs}$, $Q_{10} = 3.72 \text{ cfs}$

$$T = 2(3.42) / 3.72(60) = 30.7 \text{ min.}$$



BOHANNAN-HUSTON INC.

PROJECT NAME Four Hills SHEET 3 OF 8

PROJECT NO. 62092 BY DATE

SUBJECT Drainage Analysis CH'D RG DATE 7/16/80

SCS METHOD FOR 10 YR RUNOFF VOLUME (PROPOSED)

$$T_c = (0.0078) \frac{L^{0.77}}{S^{0.385}}$$

where, $L = 420 \text{ ft}$

$S = 0.0226 \text{ ft/ft}$

then, $T_c = 3.5 \text{ min} \rightarrow \text{use } 10 \text{ min}$

Point Rainfall = 1.64 in. from Plate 22.2 D-1

Area = 1.45 acres

CN = 87 from plates 22.2 C-2, 22.2 C-3

Runoff Volume $R = 0.65 \text{ in.}$ from Plate 22.2 C-4

$$\therefore 10 \text{ YR RUNOFF VOL} = \frac{0.65}{12} \times 1.45 (43,560) \\ = \underline{\underline{3,421 \text{ CF}}}$$



BOHANNAN-HUSTON INC.

PROJECT NAME _____ SHEET 4 OF 8

PROJECT NO. _____ BY _____ DATE _____

SUBJECT _____ CH'D RES DATE 7/16/86

USE RATIONAL METHOD TO FIND
PEAK RUNOFF (100 yr)

AREA = 1.45 ACRES

70% PAVED $C = .95$

30% LANDSCAPED $C = .25$

COMPOSITE $C = .95(.70) + .25(.30) = .74$

$T_C = 10$ MIN

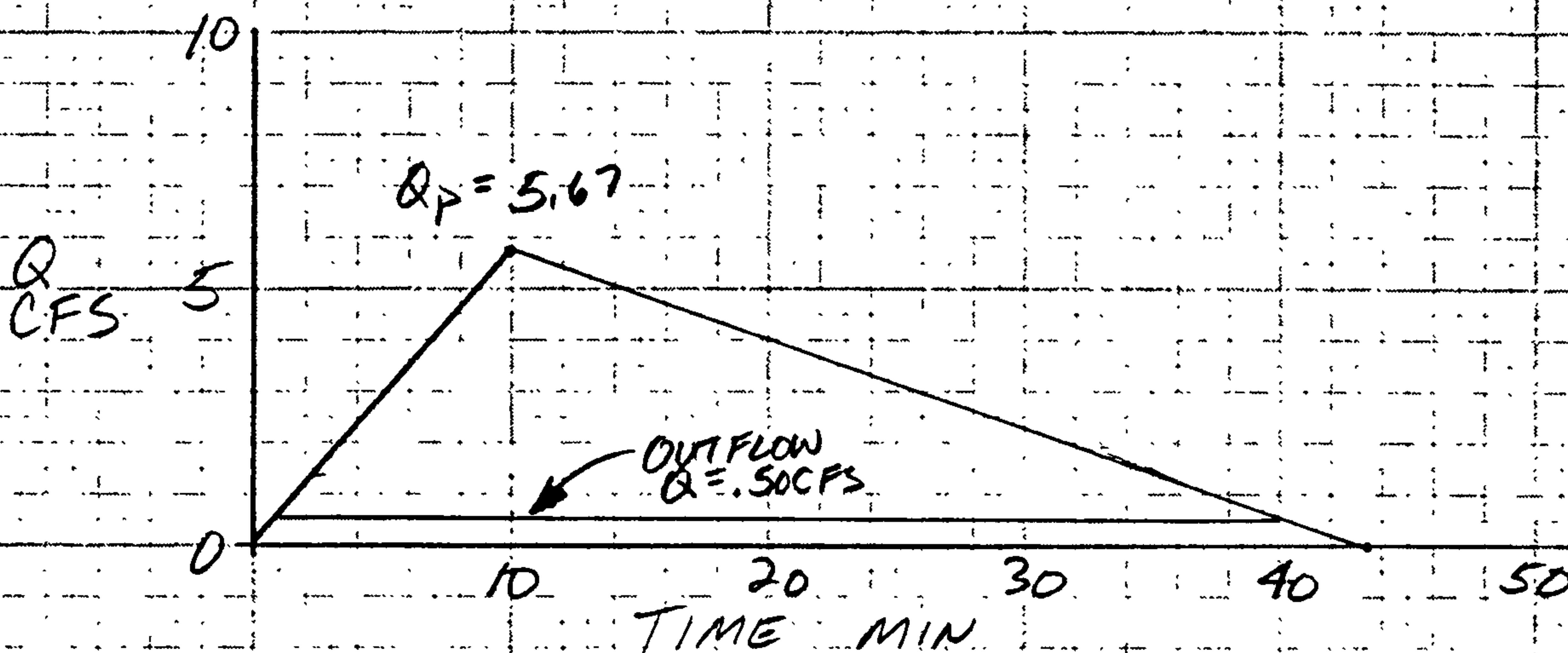
$I_{100} = 5.28$ IN/HR

$Q_{100} = 5.28(.74)(1.45) = 5.67$ CFS

DEVELOP TRIANGULAR HYDROGRAPH

USING $V = 7370$ CF AND $Q_{100} = 5.67$ CFS

$$T = \frac{2(7370)}{5.67(60)} = 43.3 \text{ MIN}$$



PROJECT NAME Four Hills

SHEET 5 OF 8

PROJECT NO. 62092

BY [signature] DATE [signature]

SUBJECT Drainage Analysis

CH'D [signature] DATE 7/16/20

USE SCS METHOD TO FIND RUNOFF VOLUME
(100 yr)
 $T_c = .0078 \frac{L^{0.77}}{S^{.385}}$

$L = 420 \text{ feet}$
 $S = .0226 \text{ ft/ft}$

$T_c = 3.5 \text{ min}$ USE 10 MIN

CN DETERMINATION

HYDROLOGIC SOIL GROUP B

CN PERVIOUS

OPEN SPACES = 61

FROM PLATE 22.2 C-3

COMPOSITE CN FOR 70% IMPERVIOUS AREA
AND PERVIOUS CN = 61

CN = 87

$R = 1.4 \text{ IN}$ FROM PLATE 22.2 C-4

RUNOFF VOLUME = $\frac{4.9}{12} (1.45)(43,560) = 7370 \text{ CF}$



PROJECT NAME FOUR HILLS

SHEET 6

OF 8

PROJECT NO. 62092

BY

DATE

SUBJECT DRAINAGE ANALYSIS

CH'D

RJR

DATE 7/10/20

HYDROGRAPH COMPUTATION WORKSHEET

DATE _____
 COMPUTED BY _____
 CHECK BY _____

PROJECT FOUR HILLS

LOCATION _____

ANALYSIS POINT # AP-1(DR. AREA) A = 1.45 ACRES T_c 10 MINPOINT RAINFALL 2.5 IN. FROM PLATE 22.2 D-1CN = 87 FROM PLATES 22.2 C-2, 22.2 C-3RUNOFF VOLUME R = 1.4 IN. FROM PLATE 22.2 C-4COMPUTED T_p = _____ MIN. $T_p = T_c$
 (Rounded to even minute) $q_p = \frac{45.4A}{T_p} =$ _____ CFS./INCH OF RUNOFF $(R \times q_p) = Q_{peak} =$ _____ CFS $t(\text{COLUMN}) = (t/T_p) \quad t = T_p(t/T_p)$ $y = \frac{Q}{Q_{peak}} \quad Q = y(Q_{peak})$

	(t/T_p)	t (min.)	y	Q (cfs)
1	0	0	0	0
2	.1		.03	
3	.2		.10	
4	.3		.190	
5	.4		.310	
6	.5		.470	
7	.6		.660	
8	.7		.820	
9	.8		.930	
10	.9		.990	
11	1.0		1.00	
12	1.1		.990	
13	1.2		.930	
14	1.3		.860	
15	1.4		.780	
16	1.5		.680	
17	1.6		.560	
18	1.7		.460	
19	1.8		.390	
20	1.9		.330	
21	2.0		.280	
22	2.2		.207	
23	2.4		.147	
24	2.6		.107	
25	2.8		.077	
26	3.0		.055	
27	3.2		.040	
28	3.4		.029	
29	3.6		.021	
30	3.8		.015	
31	4.0		.011	
32	4.5		.005	
33	5.0		.000	

$$\text{RUNOFF VOLUME} = \frac{1.4}{1.2} \times 1.45(43560) = 7370 \text{ CF}$$

PARKING LOT POND SIZE AND DISCHARGE PIPE SIZE

MAXIMUM POND DEPTH 1.5'

MAXIMUM DISCHARGE PIPE 4" DIA

FROM THE ORIFICE EQUATION

MAXIMUM DISCHARGE FROM POND IS

$$Q = CA\sqrt{2gh}$$

$$= 0.6(1.0873)\sqrt{2(32.2)(1.33)}$$

$$Q = .49 \text{ CFS}$$

SOLVE HYDROGRAPH TO FIND
REQUIRED POND VOLUME

$$\text{VOLUME} = 6125 \text{ CF}$$

POND CHARACTERISTICS

<u>Elevation</u>	<u>Depth</u>	<u>Area (sf)</u>	<u>Volume (cf)</u>
30.42	0	0	0
31.00	0.58	4050	1180
31.92	1.50	7730	6600



PROJECT NAME Four Hills

SHEET 8

OF 8

PROJECT NO. 62092

BY

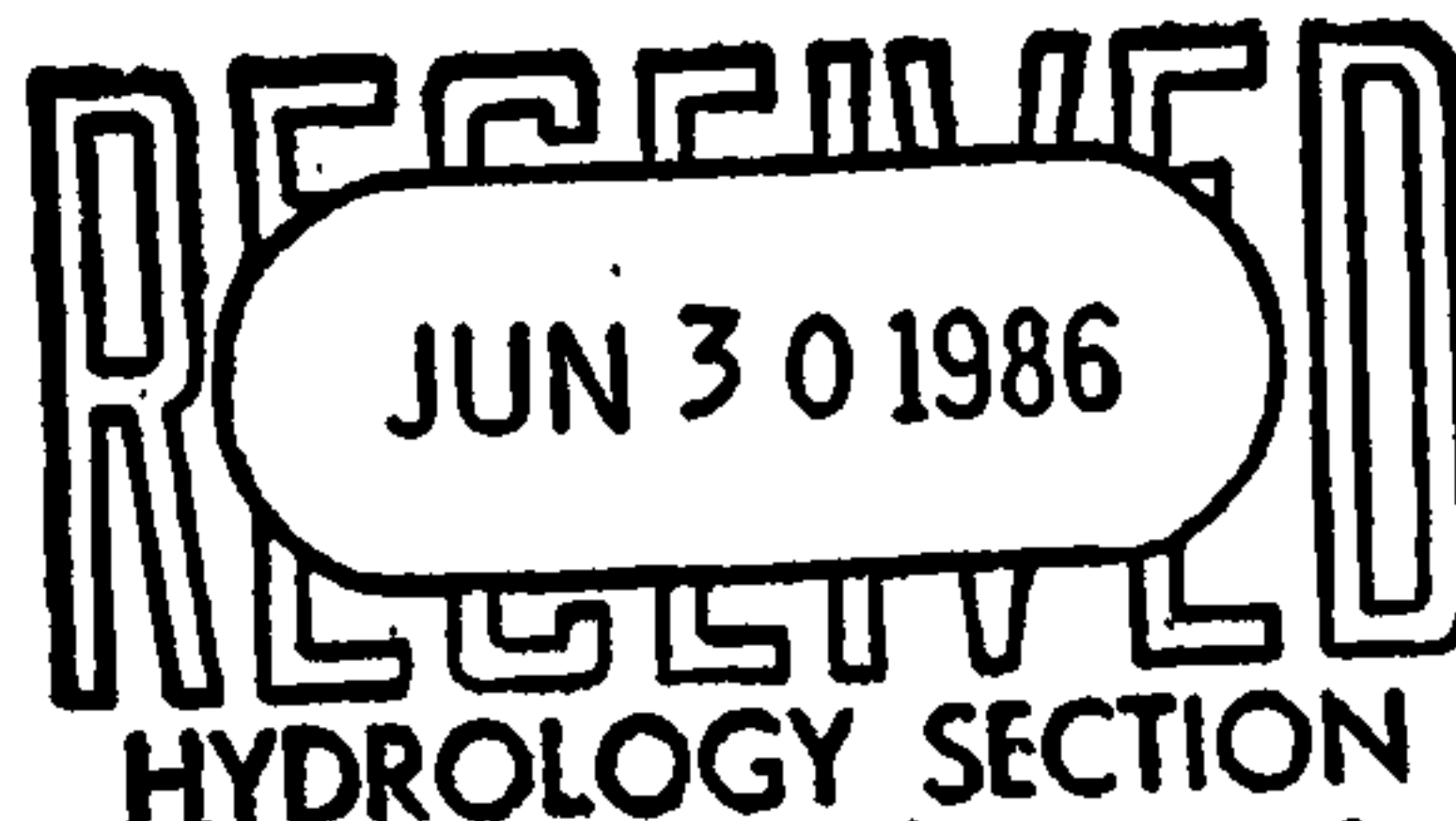
DATE

SUBJECT Drainage Analysis

CH'D

RL

DATE 7/16/86



PURPOSE

The purpose of this report is to outline the drainage plan for the development of a 1.45 acre parking lot. Chapter 22 of the Development Process Manual (DPM) has been used to develop this plan.

SITE LOCATION AND DESCRIPTION

The proposed parking lot is located on the southeast corner of Tramway Boulevard and Wenona Avenue. The site lies due east of the Hunter's Ridge Apartment Complex. At this time, the area is rough graded and drains to its southwest corner and flows across the apartment parking lot to an existing detention pond located at the southwest corner of the apartment property. No previous drainage report exists which covers this area.

EXISTING CONDITIONS

The peak flow rate for the existing drainage basin, which includes the entire lot, was determined by application of the Rational Method. The time of concentration was calculated to be less than ten minutes, therefore, ten minutes was used in all calculations. Rainfall intensities were determined by applying Plates 22.2 D-1 and 22.2 D-2 of the DPM.

The following flow rates were calculated for the basin in its present condition:

Area (Acre)	% Impervious	"C" Factor	Intensity 10 yr	(in/hr) 100 yr	(cfs) Flowrate 10 yr	100 yr
1.45	0%	.40	3.47	5.28	2.01	3.06

The volume generated by the runoff from a 100-year storm and a 10-year storm was calculated by the SCS method (see the attached calculations).

As per the FEMA Flood Maps, the site is not in a 100-year floodplain. The SCS soils classification is Type "B".

PROPOSED CONDITIONS

The peak flow rate for the proposed drainage basin under proposed conditions were determined in the same manner as flow rates for the undeveloped basin.

The following flowrates were calculated for the basin under proposed conditions:

Area (Acre)	% Impervious	"C" Factor	Intensity 10 yr	(in/hr) 100 yr	(cfs) Flowrate 10 yr	100 yr
1.45	70	.74	3.47	5.28	3.72	5.67

Flows from the parking area will be routed to a detention pond at the southwest corner of the site. A 1.5' concrete wall is located along the west side of the pond. Utilizing the SCS method, the runoff volumes were calculated to be 3,421 CF for the 10-year storm and 7,370 CF for the 100-year storm. The 100-year elevation of the pond is 5231.86. The pond will be allowed to drain at a controlled rate ($Q = .49$ cfs) through a 4 inch PVC pipe across the apartment's southernmost parking area. The runoff is then collected in a concrete detention pond located at the southwest corner of the apartment property. The stormwater is then pumped through a 12 inch pipe to Wenona Avenue.

As discussed with Fred Aguirre on May 23, 1986, it was agreed that a letter of concurrence from the apartment owner would be satisfactory to permit the parking lot flows to cross the apartment site. This approach, as opposed to a filed easement, was considered acceptable since the apartments are maintained by a subsidiary (Crow-Western) of the parent company (Trammell Crow) developing the parking lot.



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POLAROID® 32

9/22/99



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POLAROID® 32

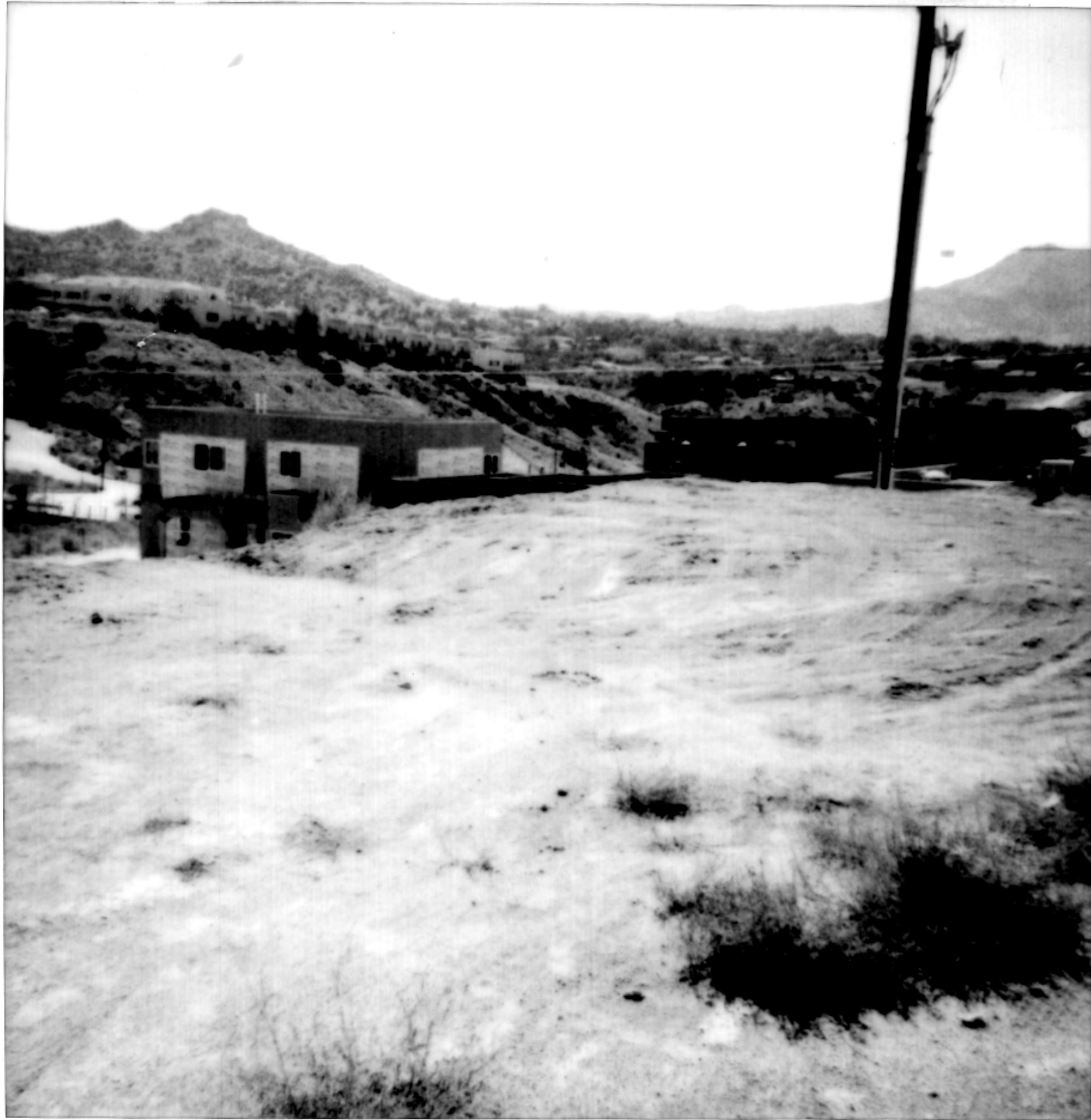
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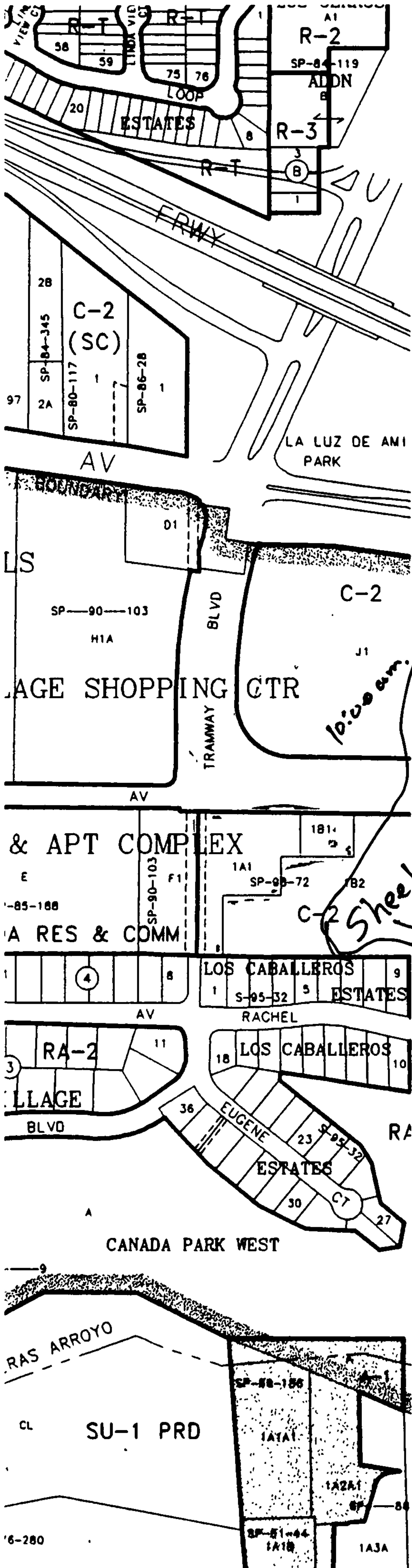










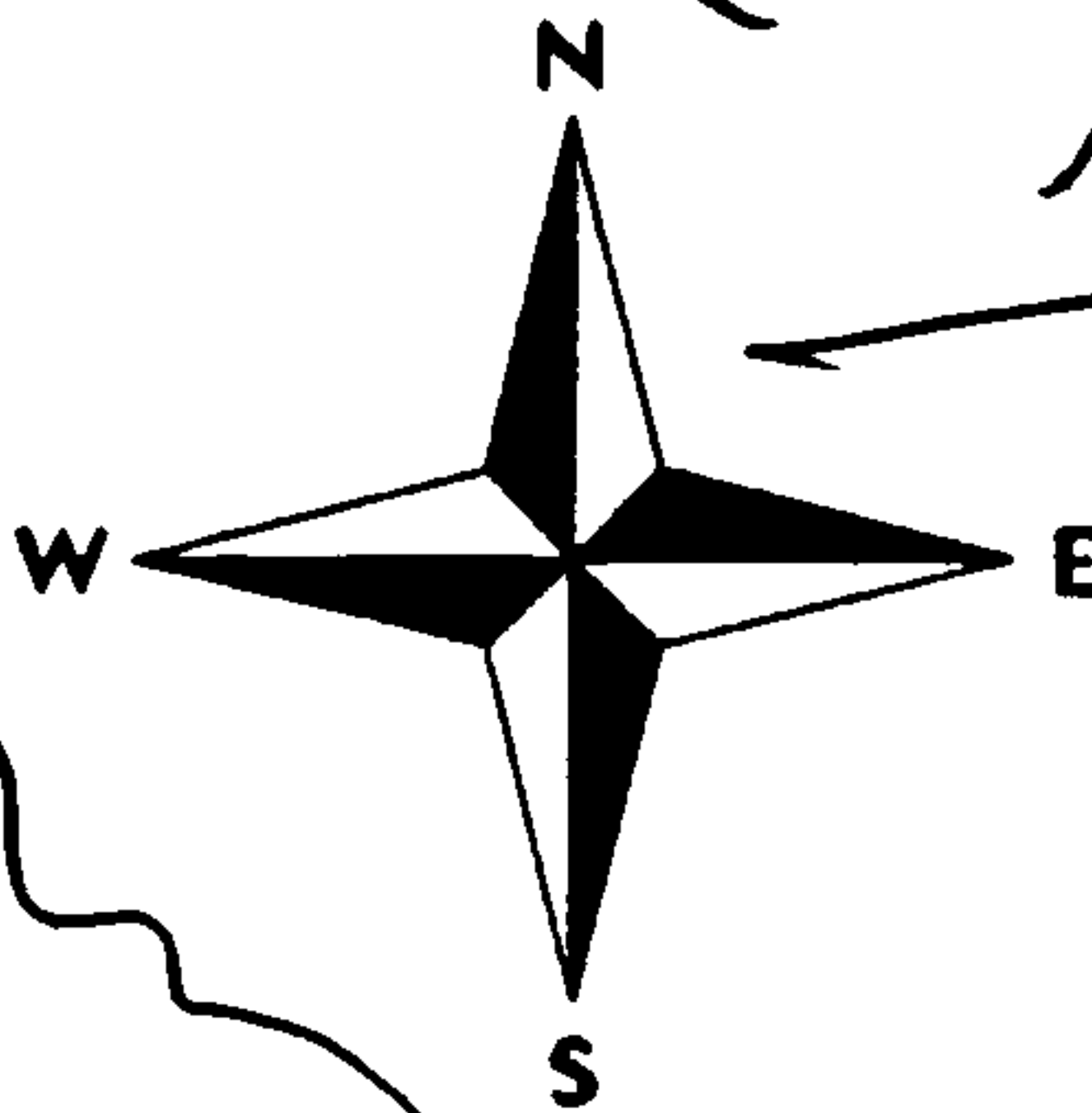


CITY OF
Albuquerque

Albuquerque Geographic Information System
PLANNING DEPARTMENT

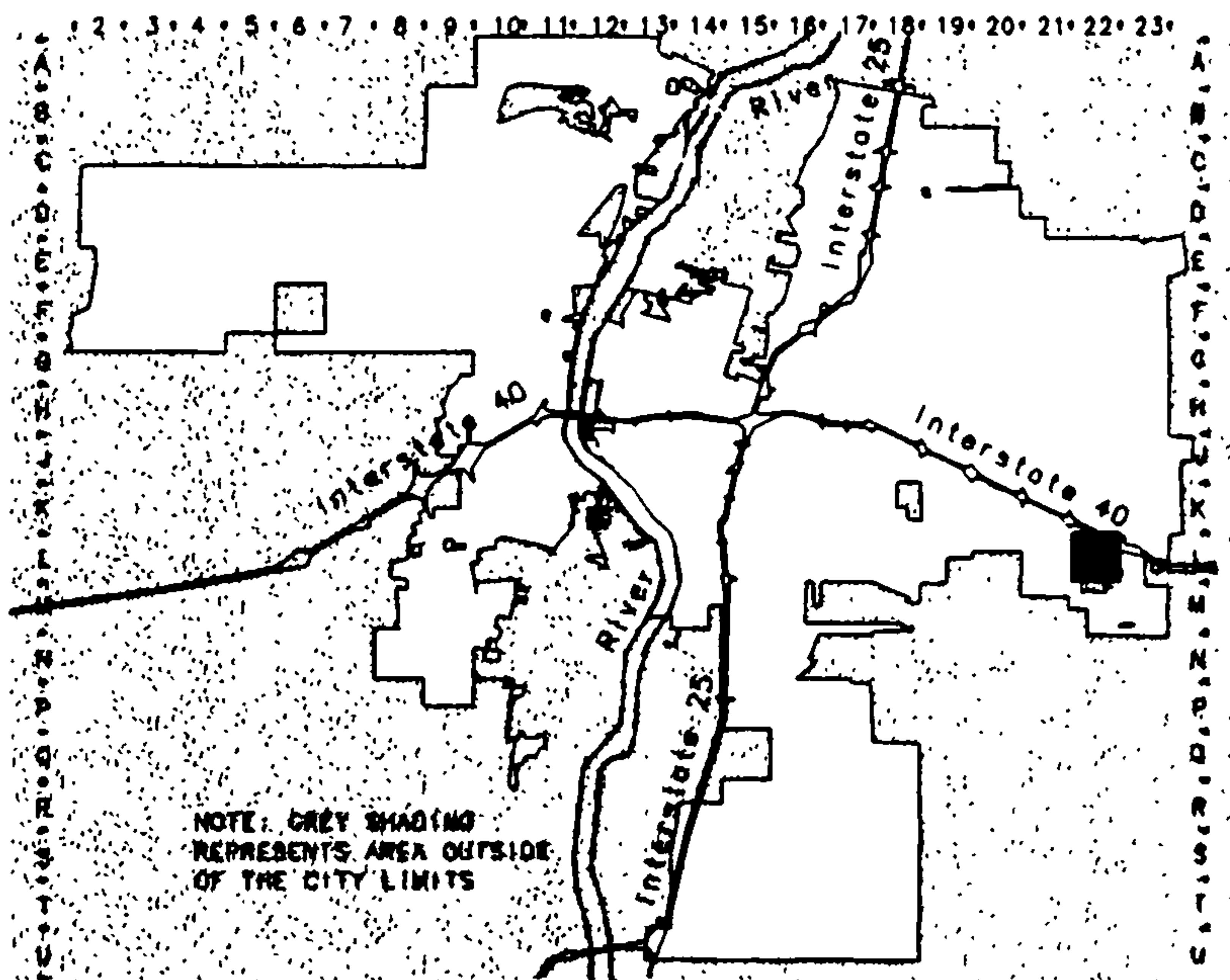
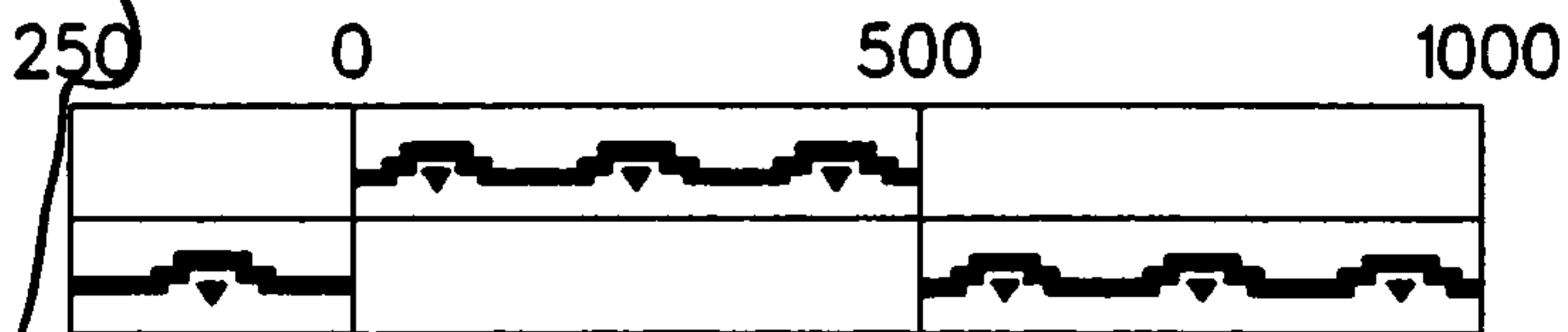
© Copyright 1998

(Meet at 10:00 am)
Gene.



(cell) 975-9102
Gene Meacham
Lee
299-1500

GRAPHIC SCALE IN FEET



1 URER'S DAILY REPORT OF DEPOSITS

DEPOSITOR	DESCRIPTION	ACCOUNT/ ACTIVITY	AMOUNT
G + L ENGINEERING FOR TRAM HILLS GIBSON LLC 3535 PRINCETON NE ALBU. N.M. 87107	REVOCABLE PERMIT Proj. #5348: R.P.		200 00
CASHIERS CHECK FROM SUNWEST BANK #195836 DATED JAN 11, 1995			
		FUND 0110 ACCOUNT # 425099 Activity # 5843000	

CITY OF ALBUQUERQUE, TREASURY DIVISION
960119 0117 425099 5843000
#200.00 036 06

TOTAL AMOUNT:

\$200⁰⁰

VERIFIED:

[Signature]
768-2561

DEPOSIT DATE:

1-19-96

195B48.RP

96014406

REVOCABLE PERMIT

L-22/DO33A1

THIS REVOCABLE PERMIT, made and entered into this 5th day of February, 1996, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as grantor and S & J Enterprises, Inc. (hereinafter referred to as the "Permittee") as permittee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. Permit. Subject to the terms and conditions of this Permit, the City grants Permittee the right to construct, install, operate, maintain, replace and remove landscaping and irrigation (hereinafter referred to as the "Facility") within the public rights-of-way at the following locations, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this Permit:

landscaping and irrigation and maintenance of
such will be installed and paid for by
developer.

(hereinafter referred to as the "Location")

2. Use. The Permittee shall use the Location solely for landscaping and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

3. Compensation. As compensation for this Permit, the Permittee shall pay the City the sum of two-hundred Dollars (\$ 200.00) for each year this Permit is in effect (hereinafter referred to as the "Annual Fee"). One time fee.

The Annual Fee shall be paid to the City upon execution of this Permit, and by the same month and day each year thereafter for the term of this Permit.

4. Term, Termination and Removal. This Permit will remain in effect for a period of five (5) years from the date of execution of this Permit (hereinafter referred to as the "Term"), unless terminated and revoked as a result of:

a. The Permittee's breach of any provision of or default in the performance of any obligation pursuant to this Permit. If Permittee breaches any of the provisions hereof or is in default in the performance of any obligation imposed hereunder, the City may give thirty (30) days written notice (the "Notice Period") to the Permittee of the termination of this Permit. If the Permittee remains in default or the breach of any provision hereof remains incurred at the end of the Notice Period, this Permit shall terminate; or

b. The City's giving the Permittee written notice ninety (90) days in advance of termination; or

c. The Permittee's giving the City written notice ninety (90) days in advance of termination; or

d. An order of a court of competent jurisdiction.

Upon termination of this Permit and any renewal hereof, the Permittee shall abandon the use of the Facility, and shall remove the Facility and restore the right-of-way as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Permittee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Permittee fails to remove the Facility and restore the right-of-way, the City may perform the work and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of such work.

Termination of this Permit for any reason shall not release the Permittee from any liability or obligation relating to the installation, operation, maintenance or removal of the Facility or any other term of this Permit.

5. Renewal of Permit. If both the City and the Permittee wish to extend the Term of this Permit, then, before the expiration of the Term, the City and the Permittee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this Permit. The agreement of the City shall not be withheld unreasonably. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to a writing signed by both parties.

6. Location, Installation, Maintenance and Removal. At its own expense, the Permittee shall install and construct the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the right-of-way, or the use of the right-of-way by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Permittee's proposed installation will interfere with existing City installations or any existing underground installations, then the Permittee shall modify its installation at the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Permittee. All permits required by the City for work within the right-of-way will be the responsibility of the Permittee's contractor.

After installation of the Facility, the Permittee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, restoring them to as close to their original condition as is reasonably possible.

If, in the judgement of the City, the Permittee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Permittee obligations shall not release the Permittee from liability for any loss or damage caused by the Permittee's failure to perform its obligations.

Installation, maintenance and removal of the Facility shall be accomplished in a manner which will not unreasonably impede traffic adjacent to the Location or impede its use as a public way, as determined by the City. The timing and manner of such construction, maintenance and removal shall be done in compliance with the City's requirements.

If the facility or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Permittee or await action by the Permittee, the City may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Permittee, which will reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of such actions.

7. As-Builts. Upon completion of the construction and installation of the Facility, the Permittee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.

8. Insurance. During the Term of this Permit, including renewals, if any, the Permittee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance, replacement, removal or other activity related to the Facility. The insurance policy shall name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date of the Permit, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: Risk Management. A certificate of insurance in compliance with the above must be furnished to the City with the execution of this Permit and prior to commencement of construction.

9. Indemnity/Liability. At all times the Permittee shall defend, indemnify and save harmless the City, its officers, agents and employees against all claims, demands, damages and causes of action which results from or arises out of the construction, installation, operation, maintenance, replacement or removal of the Facility including any loss, damage or expense arising out of loss of or damage to property, injury to or death of persons, or mechanics' or other liens of any character, or taxes or assessments of any kind, except to the extent or degree that the City itself is found contributorily negligent. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

12. Captions. The captions to the sections or paragraphs of this Permit are not part of this Permit and will not affect the meaning or construction of any of its provision.

13. Binding Effect. This Permit is binding upon and inures to the benefit of the successors and/or assigns of the parties.

14. Compliance with Laws. The Permittee and its contractors shall comply with all federal, state and local laws, ordinances, regulations and rules and will not discriminate illegally against any person. The Permittee's attention is specifically drawn to 62-14-1 et seq. NASA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage to pipelines and underground utility lines.

15. Applicable Law. This Permit is governed by and construed and enforced in accordance with the laws of the State of New Mexico.

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

17. Assignment. The Permittee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation).

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

3535 Princeton NE

Albuquerque, NM 87107

Phone No. 884-6234

For purposes of giving formal, written notice of the City, the City's address is:

Mayor

City of Albuquerque

P.O. Box 1293

Albuquerque, New Mexico 87103

Copies of any notices to the City must also be given to:

Director, Public Works Department

City of Albuquerque

P.O. Box 1293

Albuquerque, New Mexico 87103

Written notice must be made either personally or by certified United States Mail. If the notice is mailed, the notice will be complete when deposited in the United State Mail, postage paid, and addressed as required in this Section. Notice of change of address will be given in the same manner as required by this section.

19. Approval Required. This Permit Agreement shall not become effective or binding until approved by the City's Public Works Department Director.

1976

IN WITNESS WHEREOF, the City and the Permittee have executed this Permit Agreement the day and year first above written.

CITY OF ALBUQUERQUE

Approved By:

Robert E. Gurule
Director, Public Works Dept.

Date: 2-6-96

Robert E. Gurule 2/21/96
City Engineer
1/23/96

Permittee:

By: [Signature]

Title: [Signature]

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on 6th day of February, 1996, by Robert E. Gurule, Director, Public Works Department of the City of Albuquerque, a municipal corporation on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 1-27-98

PERMITTEE'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on 23rd day of Jan, 1996, by John Triandafilidis, President of St. J. Enterprises, a New Mexico Corporation on behalf of said Corporation.

[Signature]
Notary Public

My Commission Expires: 10-12-98

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

1996 FEB -7 PM 1:27

964 1971-1984
JUDY F. BLOODWORTH
CLERK OF DISTRICT COURT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/27/1998

PRODUCER (505)888-4520 FAX (505)837-1620
Western States Insurance
3655 Carlisle NE
Albuquerque, NM 87110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Attn: INSURED
S & J Enterprises Inc.
S & J Ventures, Inc.
3535 Princeton NE
Albuquerque, NM 87107

Ext:

COMPANIES AFFORDING COVERAGE
Federated Insurance
COMPANY A
American International Group
COMPANY B
COMPANY C
COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	623945	06/01/1998	06/01/1999	GENERAL AGGREGATE \$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	623945	06/01/1998	06/01/1999	COMBINED SINGLE LIMIT \$ 1,000,000
	X ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY.
					EACH ACCIDENT \$
B	EXCESS LIABILITY	BE932-77-79	06/01/1998	06/01/1999	AGGREGATE \$ 5,000,000
	X UMBRELLA FORM				EL EACH ACCIDENT \$
	OTHER THAN UMBRELLA FORM				EL DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL DISEASE - EA EMPLOYEE \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				
	INCL EXCL				

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Winona & Tramway
Certificate holder is additional insured

CERTIFICATE HOLDER

City of Albuquerque
Public Works Department
ATTN: Terri Martin
P.O. Box 1293
Albuquerque, NM 87103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ADDENDUM TO COVER PAGE

1-22-96
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: FOUR HILLS VILLAGE SHP. CTR PROJECT # 5348.RP
(BURGER KING/TEXACO)

The attached documents have been review, approved, initialed and/or signed by Bill Foolsby, DRC Chairman and are submitted for your action as noted.

ITEM

ACTION

Review & Approval Reference

Procedure "A"	
Procedure "B"	
Procedure "B" Modified	
Procedure "C"	
Procedure "C" Modified	
Special Agreement	
Sidewalk Deferral Agreement	
Amendment	
Financial Guarantee	
Construction Paperwork:	
Contractors Proposal	
Performance/Warranty Bonds	
Labor/Material Bonds	
Certificate of Insurance	
Engineers Cost Estimate	
Extension	
Release/Agreement	
Release/Financial Guarantee	
Calling Notice	
Letter of Commitment	
Reduction Letter	
License Agreement	
Easement	
Monitoring Well Permit	
Agreement & Covenant	
Drainage Covenant	
Revocable Permit	✓
Encroachment	
Permanent Easement	

Other:

- 1 CERTIFICATE OF INSURANCE
- 2 _____
- 3 _____

Please Call TERMI at 2561 if you have any questions regarding the above or when the documents are ready to be picked up.

ATTACHMENTS (2)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person TERRI MARTIN

Phone No. 768-2561

Project # 5348.88

CCN # 9600992

New or Ext. # _____

1671

File w/ SIA
Type of Agreement : REVOCABLE PERMIT

Description/Project: FOUR HILLS VILLAGE SHOPPING CENTER (BURBON KING/TEXAS)

Public Works/Div.: PROJECT REVIEW SECTION

Developer: ST J ENTERPRISES, INC.

Contract Amount \$ 200.00

SIA Contract Period: 2-6-96 - (SEE SIA)

Contract Amount \$ _____

SW'S Contract Period: _____ - _____

Project Completed Date: _____

DRAFT CONTRACT:

Rec'd by Legal: 1/24/96 Rejected/Returned to Dept.: 1/24/96, KL

Returned to Legal: 3-2-96 134 Approved: 2/2/96 Initials: KL

FINANCIAL GUARANTY:

Letter of Credit No.: _____ Date: _____ Attached: Yes ___ No ___ Initial _____

Other: Type _____ Date: _____ Attached: Yes ___ No ___ Initial _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date:
Purchasing:	_____	_____	_____	_____
Asst. City Attorney:	<u>1-24-96</u>	_____	<u>KL</u>	<u>2/2/96</u>
CIP:	_____	_____	_____	_____
City Attorney:	_____	_____	_____	_____
<u>GAO-PWD Director</u>	<u>2-6-96</u> TSL	_____	<u>286</u>	<u>2-6-96</u>
Other:	_____	_____	_____	_____
Council:	EC No.: _____	Approved: _____	Date: _____	_____

DISTRIBUTION:

	Date:	By:
User Department	_____	_____
Vendor	_____	_____
City Clerk	<u>2-20-96</u> TSL	<u>KL</u>
Treasury	_____	_____

96014406

REVOCABLE PERMIT

199B48.RP
L-22/DO33A1

THIS REVOCABLE PERMIT, made and entered into this 2th day of February, 1996, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as grantor and S & J Enterprises, Inc. (hereinafter referred to as the "Permittee") as permittee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. Permit. Subject to the terms and conditions of this Permit, the City grants Permittee the right to construct, install, operate, maintain, replace and remove landscaping and irrigation (hereinafter referred to as the "Facility") within the public rights-of-way at the following locations, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this Permit:

landscaping and irrigation and maintenance of
such will be installed and paid for by
developer.

(hereinafter referred to as the "Location")

2. Use. The Permittee shall use the Location solely for landscaping and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

3. Compensation. As compensation for this Permit, the Permittee shall pay the City the sum of two-hundred Dollars (\$ 200.00) for each year this Permit is in effect (hereinafter referred to as the "Annual-Fee"). One time fee.

The Annual Fee shall be paid to the City upon execution of this Permit, and by the same month and day each year thereafter for the term of this Permit.

4. Term, Termination and Removal. This Permit will remain in effect for a period of five (5) years from the date of execution of this Permit (hereinafter referred to as the "Term"), unless terminated and revoked as a result of:

a. The Permittee's breach of any provision of or default in the performance of any obligation pursuant to this Permit. If Permittee breaches any of the provisions hereof or is in default in the performance of any obligation imposed hereunder, the City may give thirty (30) days written notice (the "Notice Period") to the Permittee of the termination of this Permit. If the Permittee remains in default or the breach of any provision hereof remains incurred at the end of the Notice Period, this Permit shall terminate; or

1972

b. The City's giving the Permittee written notice ninety (90) days in advance of termination; or

c. The Permittee's giving the City written notice ninety (90) days in advance of termination; or

d. An order of a court of competent jurisdiction.

Upon termination of this Permit and any renewal hereof, the Permittee shall abandon the use of the Facility, and shall remove the Facility and restore the right-of-way as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Permittee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Permittee fails to remove the Facility and restore the right-of-way, the City may perform the work and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of such work.

Termination of this Permit for any reason shall not release the Permittee from any liability or obligation relating to the installation, operation, maintenance or removal of the Facility or any other term of this Permit.

5. Renewal of Permit. If both the City and the Permittee wish to extend the Term of this Permit, then, before the expiration of the Term, the City and the Permittee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this Permit. The agreement of the City shall not be withheld unreasonably. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to a writing signed by both parties.

6. Location, Installation, Maintenance and Removal. At its own expense, the Permittee shall install and construct the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the right-of-way, or the use of the right-of-way by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Permittee's proposed installation will interfere with existing City installations or any existing underground installations, then the Permittee shall modify its installation at the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Permittee. All permits required by the City for work within the right-of-way will be the responsibility of the Permittee's contractor.

1973

After installation of the Facility, the Permittee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, restoring them to as close to their original condition as is reasonably possible.

If, in the judgement of the City, the Permittee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Permittee shall reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Permittee obligations shall not release the Permittee from liability for any loss or damage caused by the Permittee's failure to perform its obligations.

Installation, maintenance and removal of the Facility shall be accomplished in a manner which will not unreasonably impede traffic adjacent to the Location or impede its use as a public way, as determined by the City. The timing and manner of such construction, maintenance and removal shall be done in compliance with the City's requirements.

If the facility or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Permittee or await action by the Permittee, the City may take whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Permittee, which will reimburse the City within thirty (30) days after the City submits a bill to the Permittee for the costs of such actions.

7. As-Builts. Upon completion of the construction and installation of the Facility, the Permittee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.

8. Insurance. During the Term of this Permit, including renewals, if any, the Permittee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance, replacement, removal or other activity related to the Facility. The insurance policy shall name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. Any cancellation provision must provide that if the policy is cancelled prior to the expiration date of the Permit, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: Risk Management. A certificate of insurance in compliance with the above must be furnished to the City with the execution of this Permit and prior to commencement of construction.

9. Indemnity/Liability. At all times the Permittee shall defend, indemnify and save harmless the City, its officers, agents and employees against all claims, demands, damages and causes of action which results from or arises out of the construction, installation, operation, maintenance, replacement or removal of the Facility including any loss, damage or expense arising out of loss of or damage to property, injury to or death of persons, or mechanics' or other liens of any character, or taxes or assessments of any kind, except to the extent or degree that the City itself is found contributorily negligent. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

12. Captions. The captions to the sections or paragraphs of this Permit are not part of this Permit and will not affect the meaning or construction of any of its provision.

13. Binding Effect. This Permit is binding upon and inures to the benefit of the successors and/or assigns of the parties.

14. Compliance with Laws. The Permittee and its contractors shall comply with all federal, state and local laws, ordinances, regulations and rules and will not discriminate illegally against any person. The Permittee's attention is specifically drawn to 62-14-1 et seq. NASA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage to pipelines and underground utility lines.

15. Applicable Law. This Permit is governed by and construed and enforced in accordance with the laws of the State of New Mexico.

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

1976

IN WITNESS WHEREOF, the City and the Permittee have executed this Permit Agreement the day and year first above written.

CITY OF ALBUQUERQUE

Approved By:

Robert E. Gurule
Director, Public Works Dept.

Date: 2-6-96

Robert E. Gurule
City Engineer

1/23/96

1/24/96

Permittee:

By: [Signature]

Title: [Signature]

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on 6th day of February, 1996, by Robert E. Gurule, Director, Public Works Department of the City of Albuquerque, a municipal corporation on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

1-27-98

PERMITTEE'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

This instrument was acknowledged before me on 23rd day of Jan, 1996, by John Triandafylidis, President of St. J. Enterprises, a New Mexico Corporation on behalf of said Corporation.

[Signature]
Notary Public

My Commission Expires:

12-12-98

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED
RECORD

1996 FEB -7 PM 1:27

96-4 1971-1984
JULY 1996
RECORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/27/1998

PRODUCER (505)888-4520 FAX (505)837-1620
Western States Insurance
3655 Carlisle NE
Albuquerque, NM 87110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Federated Insurance
COMPANY B American International Group
COMPANY C
COMPANY D

Attn:
INSURED
S & J Enterprises Inc.
S & J Ventures, Inc.
3535 Princeton NE
Albuquerque, NM 87107

Ext:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY			06/01/1998	06/01/1999	GENERAL AGGREGATE	\$ 2,000,000
	X	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		CLAIMS MADE	X OCCUR			PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT		623945			EACH OCCURRENCE	\$ 1,000,000
						FIRE DAMAGE (Any one fire)	\$ 100,000
						MED EXP (Any one person)	\$
	A	AUTOMOBILE LIABILITY				06/01/1998	06/01/1999
X		ANY AUTO		BODILY INJURY (Per person)	\$		
		ALL OWNED AUTOS		BODILY INJURY (Per accident)	\$		
		SCHEDULED AUTOS		PROPERTY DAMAGE	\$		
X		HIRED AUTOS					
X		NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$	
ANY AUTO					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
B	EXCESS LIABILITY			06/01/1998	06/01/1999	EACH OCCURRENCE	\$ 5,000,000
	X	UMBRELLA FORM				AGGREGATE	\$ 5,000,000
	OTHER THAN UMBRELLA FORM					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER	
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:			INCL		EL EACH ACCIDENT	\$	
			EXCL		EL DISEASE - POLICY LIMIT	\$	
OTHER					EL DISEASE - EA EMPLOYEE	\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Winona & Tramway
Certificate holder is additional insured

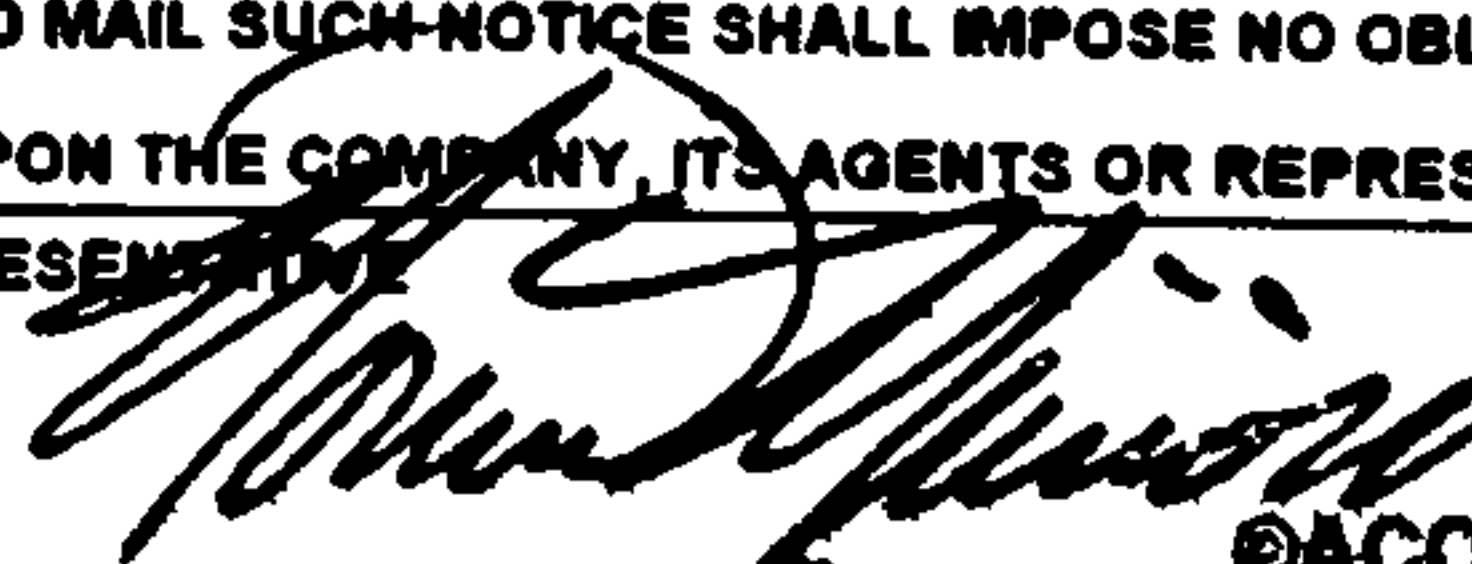
CERTIFICATE HOLDER

City of Albuquerque
Public Works Department
ATTN: Terri Martin
P.O. Box 1293
Albuquerque, NM 87103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ADDENDUM TO COVER PAGE

1-22-96
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT TITLE: FOUR HILLS VILLAGE SHP. CTR PROJECT # 5348.RP
(BURGER KING/TEXACO)

The attached documents have been review, approved, initialed and/or signed by Bill Coolsby, DRC Chairman and are submitted for your action as noted.

ITEM

ACTION

Review & Approval Reference

Procedure "A"	
Procedure "B"	
Procedure "B" Modified	
Procedure "C"	
Procedure "C" Modified	
Special Agreement	
Sidewalk Deferral Agreement	
Amendment	
Financial Guarantee	
Construction Paperwork:	
Contractors Proposal	
Performance/Warranty Bonds	
Labor/Material Bonds	
Certificate of Insurance	
Engineers Cost Estimate	
Extension	
Release/Agreement	
Release/Financial Guarantee	
Calling Notice	
Letter of Commitment	
Reduction Letter	
License Agreement	
Easement	
Monitoring Well Permit	
Agreement & Covenant	
Drainage Covenant	
Revocable Permit	✓
Encroachment	
Permanent Easement	

Other:

1 CERTIFICATE OF INSURANCE

2

3

Please Call TERI at 2561 if you have any questions regarding the above or when the documents are ready to be picked up.

ATTACHMENTS (2)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person TERRI MARTIN
Phone No. 761-2361

Project # 5348.88
CCN # 9600992
New or Ext. # _____

File w/ SIA
Type of Agreement : REVOCABLE PERMIT

Description/Project: FOUR HILLS VILLAGE SHOPPING CENTER (BURSON KING/TEXAS)
Public Works/Div.: PROJECT REVIEW SECTION
Developer: ST J ENTERPRISES, INC.
Contract Amount \$ 200.00 SIA Contract Period: 2-6-96 - (SEE SIA)
Contract Amount \$ _____ SW'S Contract Period: _____ - _____
Project Completed Date: _____

DRAFT CONTRACT:

Rec'd by Legal: 1/24/96 Rejected/Returned to Dept.: 1/25/96 KR
Returned to Legal: 5-2-96 154 Approved: 2/2/96 Initials: KR

FINANCIAL GUARANTY:

Letter of Credit No.: _____ Date: _____ Attached: Yes ___ No ___ Initial _____
Other: Type _____ Date: _____ Attached: Yes ___ No ___ Initial _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date:
Purchasing:				
Asst. City Attorney:	<u>1-24-96</u>		<u>KR</u>	<u>2/2/96</u>
CIP:				
City Attorney:				
GAO: PWD Director	<u>2-6-96</u>		<u>TS</u>	<u>2-6-96</u>
Other:				
Council:	EC No.:	Approved:		Date:

DISTRIBUTION:

	Date:	By:
User Department		
Vendor		
City Clerk	<u>2-20-96</u>	<u>TS</u>
Treasury		

TREASURER'S DAILY REPORT OF DEPOSITS

DEPOSITOR	DESCRIPTION	ACCOUNT/ ACTIVITY	AMOUNT
G + L ENGINEERING FOR TRAN HILLS GIBSON LLC 3535 PRINCETON NE ALBU. N.M. 87107	REVOCABLE PERMIT Proj. #5348.RP.		200 00
CASHIERS CHECK FROM SUNWEST BANK # 195836 DATED JAN 11, 1995			
		FUND 0110 ACCOUNT # 425099 Activity # 5843000	

CITY OF ALBUQUERQUE, TREASURY DIVISION
9/01/99 0117 425099 5843000
#200.00 006 06

TOTAL AMOUNT:

\$200⁰⁰

VERIFIED:

[Signature]

768-2561

DEPOSIT DATE:

1-19-96

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

Ken Schultz
Mayor

UTILITY DEVELOPMENT DIVISION
HYDROLOGY SECTION
(505) 768-2650

January 28, 1987

David Thompson, P.E.
Bohannon-Huston, Inc.
7500 Jefferston Street, NE
Albuquerque, New Mexico 87109

RE: REVISED DRAINAGE PLAN FOR FOUR HILLS VILLAGE SHOPPING CENTER
PHASE II (L-22/D33A1) ENGINEER'S STAMP DATED JANUARY 21, 1987

Dear Dave:

Based on the information provided on your resubmittal of, January 23, 1987, revisions as indicated are acceptable.

Please be advised that prior to Phase III construction, we will need a revised plan showing how the as-built conditions from Phase II will interact with Phase III.

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

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj

PUBLIC WORKS DEPARTMENT

Walter Nickerson, P.E., City Engineer

ENGINEERING GROUP

Telephone (505) 768-2500

AN EQUAL OPPORTUNITY EMPLOYER

DRAINAGE INFORMATION SHEET

PROJECT TITLE: FOUR HILL VILLAGE SHOPPING CENTER ZONE ATLAS/DRNG. FILE #: L22-D33 A1
LEGAL DESCRIPTION: TRACTS A, B, C, D, G, + H FOUR HILLS VILLAGE
CITY ADDRESS: CENTRAL AVENUE SE

ENGINEERING FIRM: BOHANNAN-HUSTON CONTACT: DAVE THOMPSON

ADDRESS: 7500 JEFFERSON NE PHONE: 823-1000

OWNER: FOUR HILLS VILLAGE - A TEXAS LIMITED PARTNERSHIP CONTACT: _____

ADDRESS: 6400 UPTOWN BLVD #3660W PHONE: _____

ARCHITECT: de la Torre - Rainhart, P.A. CONTACT: GEORGE RAINHART

ADDRESS: 700 LOMAS NE SUITE 200 PHONE: 842-9500

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

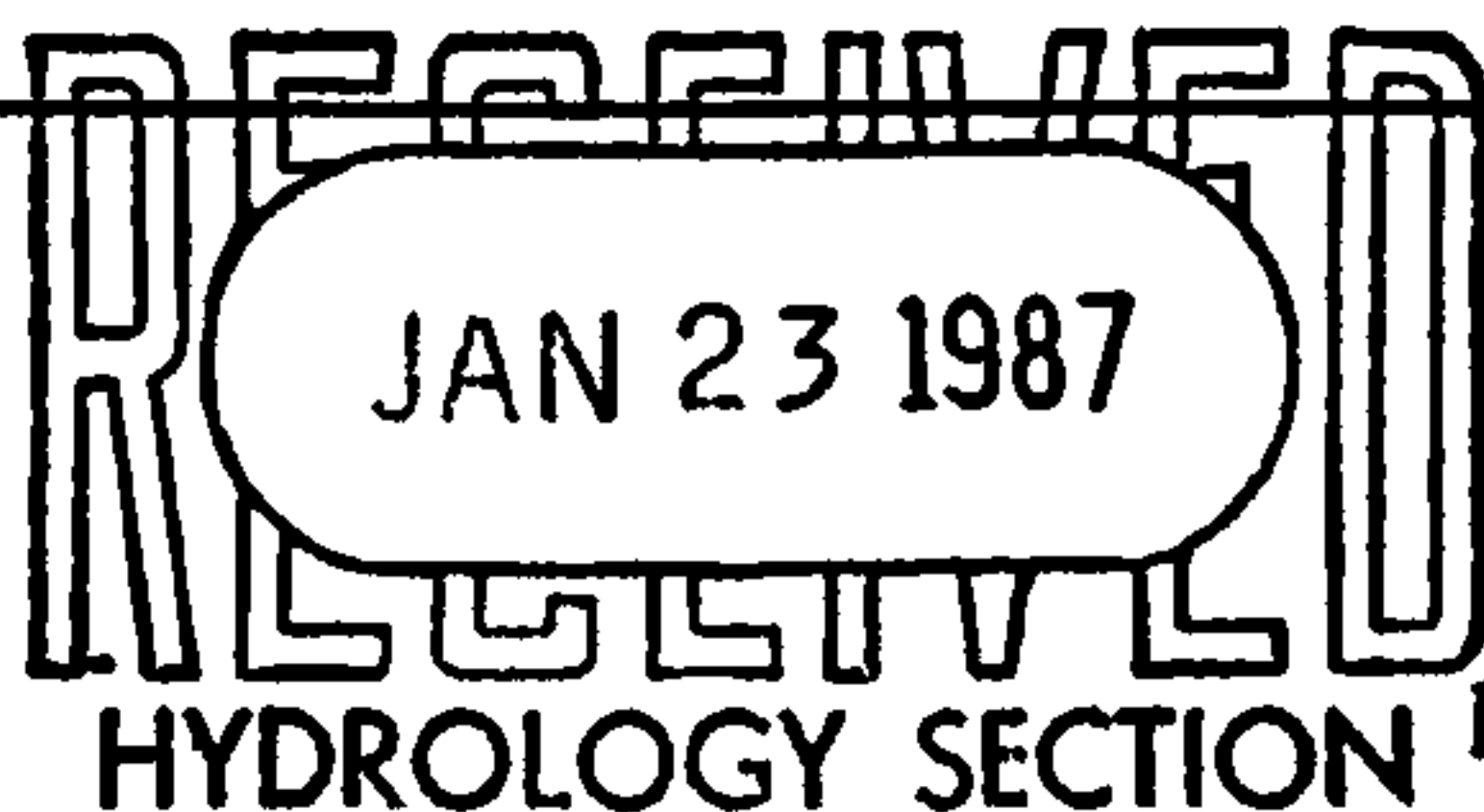
ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☒ YES

☐ NO

☐ COPY OF CONFERENCE RECAP
SHEET PROVIDED



HYDROLOGY SECTION DRB NO. _____

EPC NO. E-84-129

PROJ. NO. _____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT

☐ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAINAGE PLAN

☒ GRADING PLAN

☐ EROSION CONTROL PLAN

☐ ENGINEER'S CERTIFICATION

CHECK TYPE OF APPROVAL SOUGHT:

☐ SKETCH PLAT APPROVAL

☐ PRELIMINARY PLAT APPROVAL

☐ SITE DEVELOPMENT PLAN APPROVAL

☐ FINAL PLAT APPROVAL

☒ BUILDING PERMIT APPROVAL

☐ FOUNDATION PERMIT APPROVAL

☐ CERTIFICATE OF OCCUPANCY APPROVAL

☐ ROUGH GRADING PERMIT APPROVAL

☐ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: 1-22-87

BY: David Thompson



BOHANNAN-HUSTON INC.

Courtyard I 7500 Jefferson Street, N.E. Albuquerque, NM 87109
(505) 823-1000

Transmittal

To: CITY HYDROLOGY
4th FLOOR OLD CITY HALL
BLDG

☐ Parcel post ☒ Messenger
☐ First Class ☐ UPS
☐ Express Mail ☐ Air Freight
☐ Bus ☐ _____

Attention: MR ROGER GREEN

Date: 1-22-87

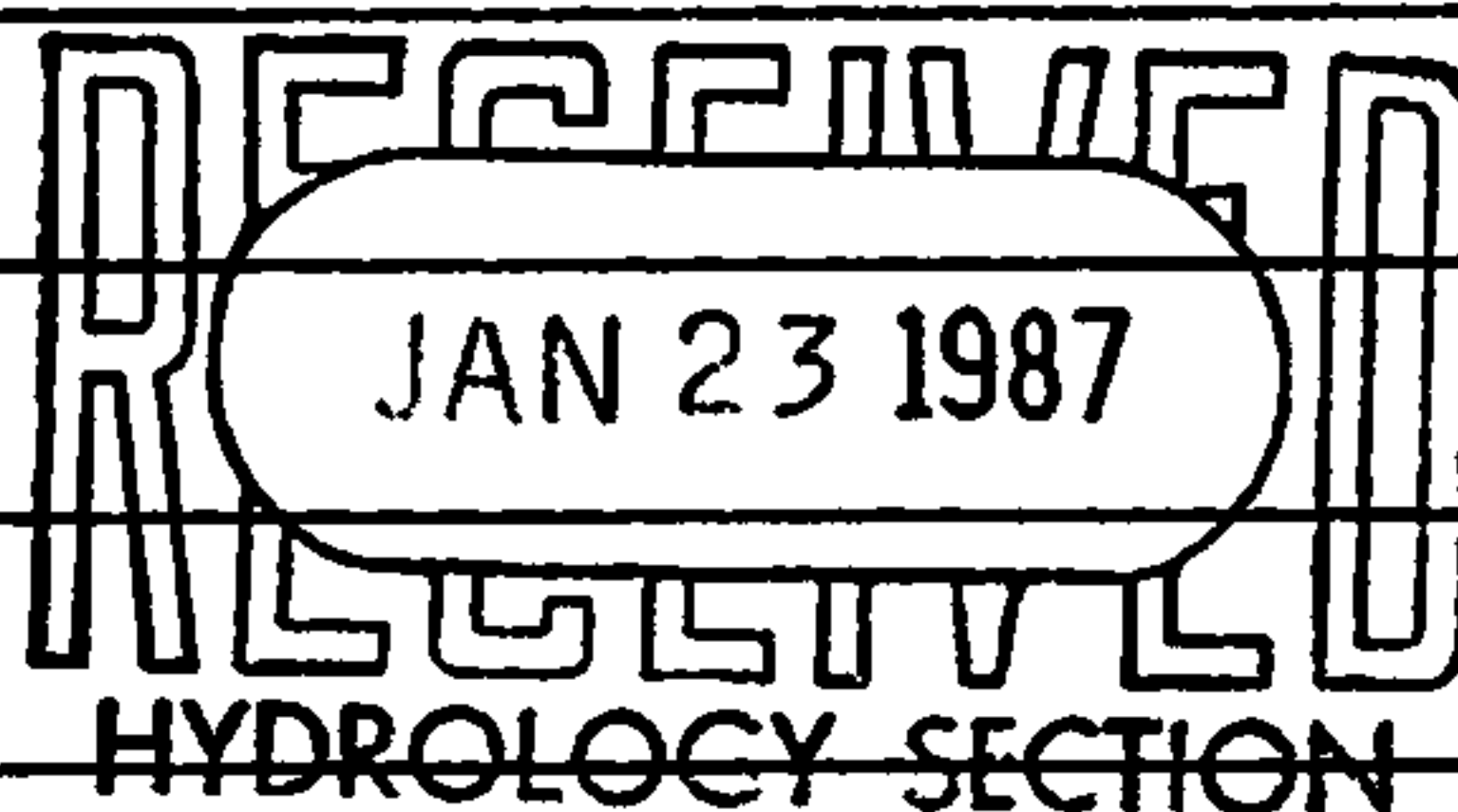
Our job number: ~~62094~~ 62094

Your job number: _____

Job: FOUR HILLS VILLAGE SHOPPING CENTER

We are enclosing:	For:
<u>1 REVISED GRADING</u>	_____
<u>PLAN</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

Comments: _____



By: DAVE THOMPSON thank you

Rec'd by: [Signature] 1/23/87

Date: _____

☒ Please Return Signed Yellow Copy

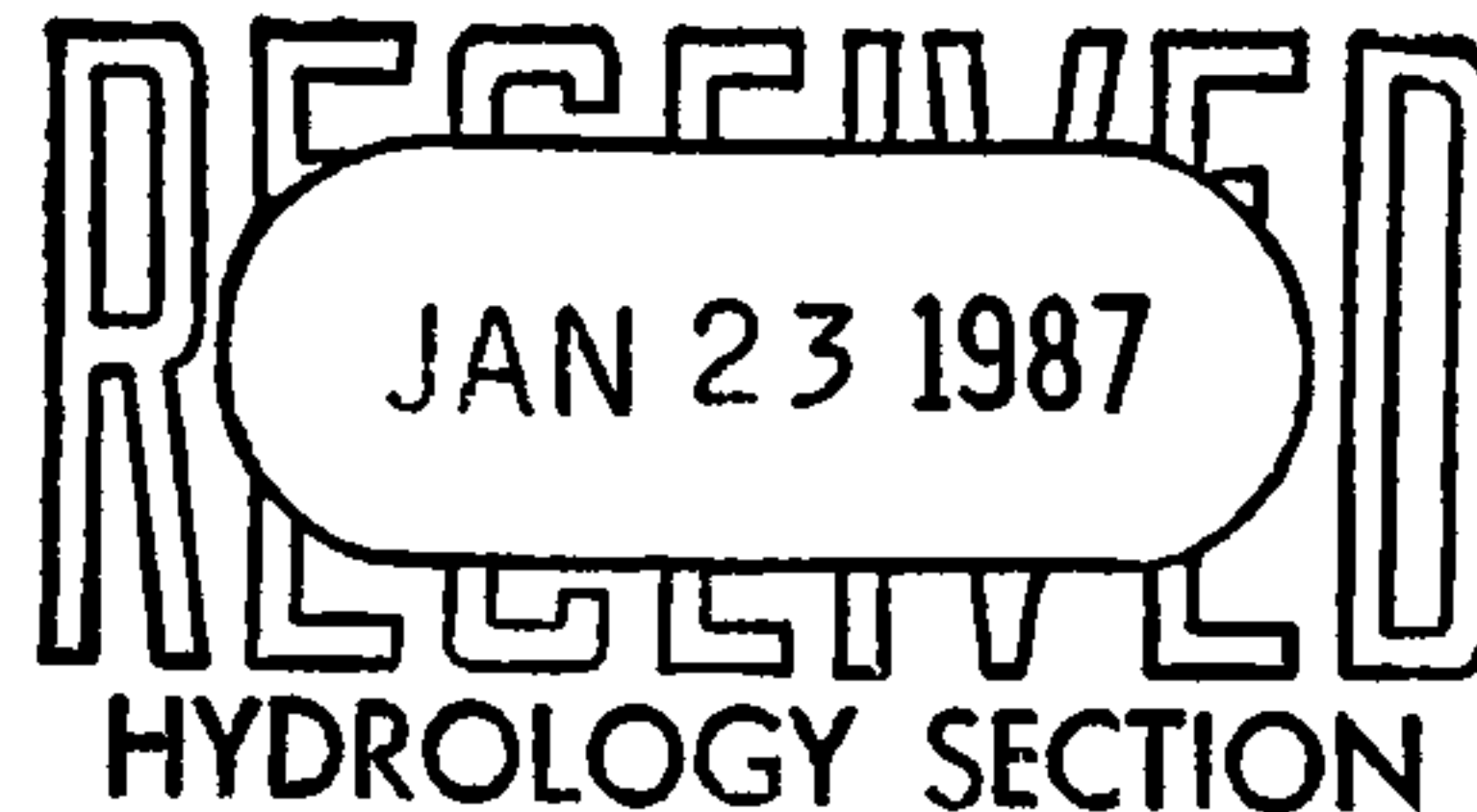
BOHANNAN-HUSTON INC.



COURTYARD 1, 7500 JEFFERSON STREET, N.E. ALBUQUERQUE, NEW MEXICO 87109 (505) 823-1000
 UNIVERSITY PLAZA, SUITE 104, 330 GARFIELD SANTA FE, NEW MEXICO 87501 (505) 988-7671
 6713 VISCOUNT BLVD EL PASO, TEXAS 79925 (915) 778-4491

January 22, 1987

Roger Green
 City Hydrology
 City of Albuquerque
 P.O. Box 1293
 Albuquerque, NM 87103



Re: Amended Grading Plan Submittal for Four Hills Village Shopping
 Center (L-22/D33A1)

Dear Roger:

I have been informed by the architect that the remaining construction of the above referenced project will be done in two phases. The theaters and shops directly north of the theaters and the parking lot east of Hunter's Ridge Apartments will be constructed soon in Phase II, whereas the shops east of the theaters will be built in Phase III in approximately 3 years. The enclosed amended grading plan details the phased construction. Only one significant change occurs because of the phased construction. This modification involves the postponed construction of the drainage culvert in the sidewalk east of the theaters until Phase III is built. The runoff from the roof of the theaters will be carried in a swale just east of the sidewalk. These flows will be directed south to the parking lot and eventually to the existing detention pond in the southwest corner of the shopping center.

Please note that I inadvertently neglected to date the original drawing; therefore, only one date appears under my signature.

If you have any questions, please call me.

Sincerely,

David B. Thompson, P.E.
 Project Manager

cc: Mr. David Weatherman
 Mr. Paul Silverman

DT/da
 Job No. 62094

PRINCIPALS

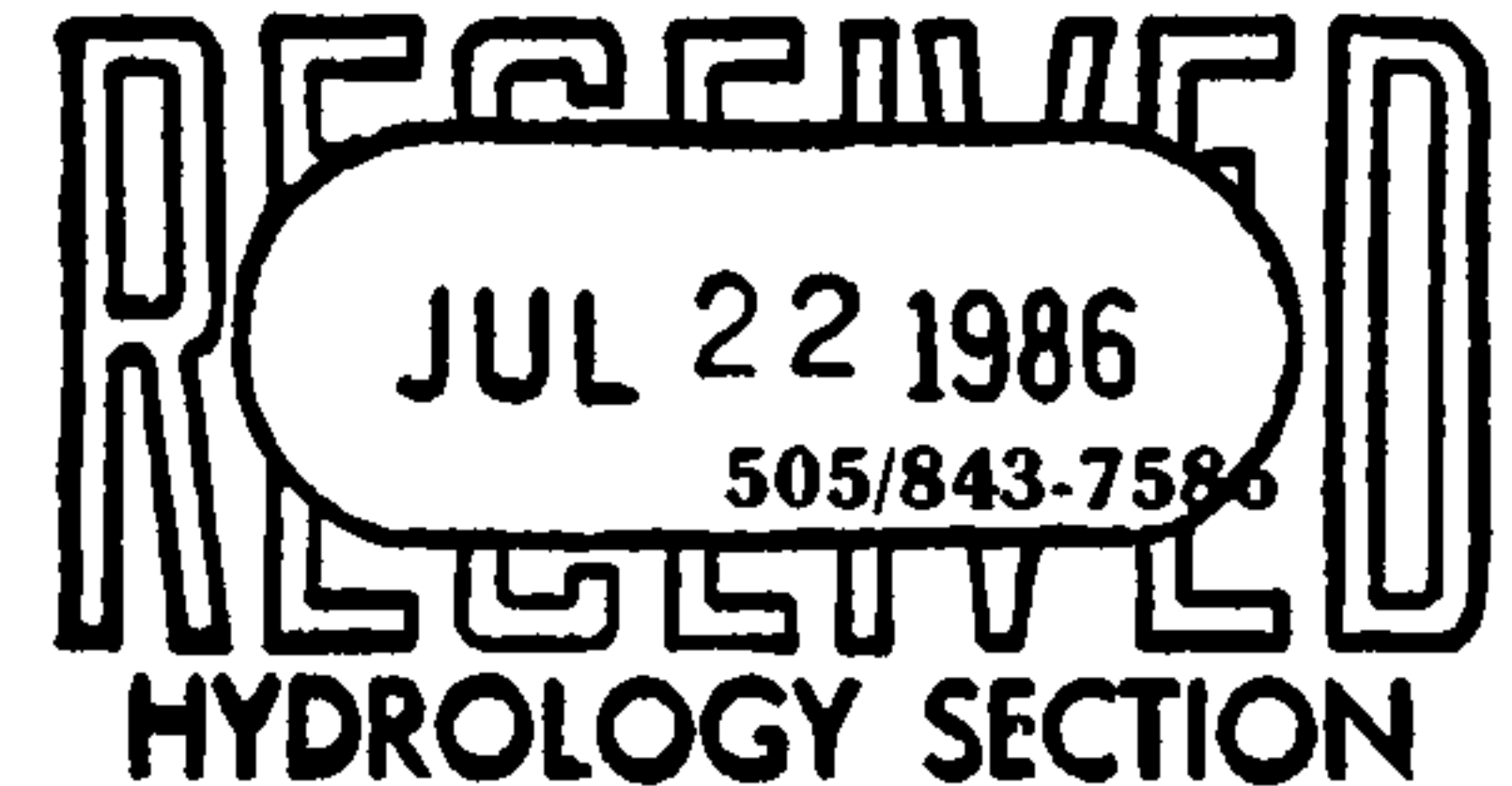
LARRY W. HUSTON
 MICHAEL M. EMERY, PE

DANA C. WOOD, PE
 ANDRES ARAGON-VIAMONTE
 DARRELL L. WADE, PE

JAMES V. DOMENICK, PE
 BRIAN G. BURNETT, PE

CROW-WESTERN COMPANY
ALBUQUERQUE, NEW MEXICO 87102

40 FIRST PLAZA NW, SUITE 65



July 21, 1986

Mr. Fred Aguirre
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Re: Addendum to Four Hills Village Shopping Center Drainage Report. (L22-D33) to include Theater/Shop Area and a parking lot located south of Wenonah Avenue and East of Hunter's Ridge Apartment Complex

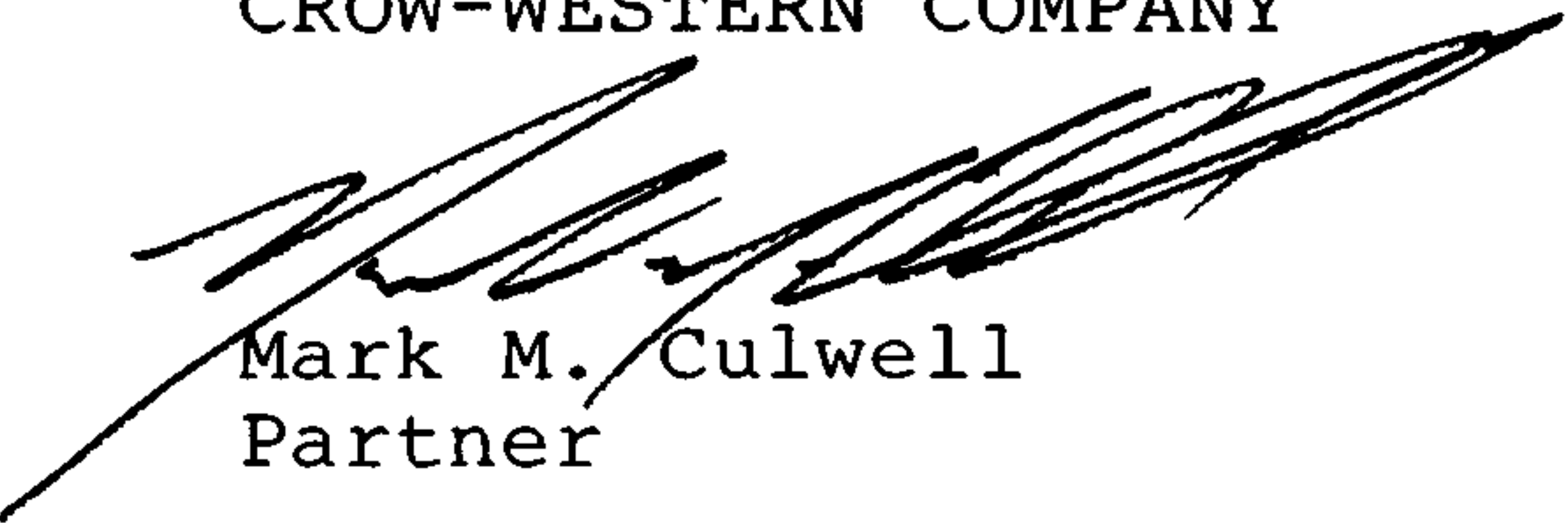
Dear Mr. Aguirre:

Pursuant to the letter dated June 27, 1986 from Mr. Brian G. Burnett, Vice President of Bohannon Huston Engineers regarding the above-captioned drainage report, this letter is to grant our concurrence with the approach outlined in said letter for draining the parking lot to the west of the Hunter's Ridge Apartment site. As owner of the apartments, we have no problem with allowing the Trammell Crow Company to discharge through 4 inch PCV pipe across our apartment site which may accumulate in the ponding area for this parking lot.

Should you have any other further questions in regard to this matter, please advise.

Sincerely,

CROW-WESTERN COMPANY



Mark M. Culwell
Partner

XC: Brian Burnett

MMC/bc

FILE COPY



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

DESIGN HYDROLOGY SECTION
123 Central NW, Albuquerque, NM 87102
(505) 766-7644

July 21, 1986

David Thompson, P.E.
Bohannon-Huston, Inc.
7500 Jefferson Street, NE
Albuquerque, New Mexico 87109

RE: DRAINAGE & GRADING PLAN SUBMITTAL OF FOUR HILLS VILLAGE
SHOPPING CENTER RECEIVED JUNE 30, 1986 FOR BUILDING PERMIT
APPROVAL (L-22/D33P1)

Dear Dave:

The above referenced submittal dated June 96. is approved for building permit.

Include a copy of this plan with the construction sets prior to routing to Hydrology for sign-off.

If you have any questions, call me at 766-7644.

Cordially,

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

cc: George Rainhart

RAG/baj

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Four Hills Village Shopping Center ZONE ATLAS/DRNG. FILE #: L22-D33A1
 LEGAL DESCRIPTION: Tracts A, B, C, D, G, and H, Four Hills Village
 CITY ADDRESS: Central Avenue S.E.

ENGINEERING FIRM: Bohannon-Huston, Inc. CONTACT: David Thompson

ADDRESS: 7500 Jefferson N.E. PHONE: 823-1000

OWNER: Albuquerque, NM 87109
Four Hills Village
A Texas Limited Partnership CONTACT: _____

ADDRESS: 6400 Uptown N.E. #3660W PHONE: _____
Albuquerque, NM 87110

ARCHITECT: de la Torre and Rainhart, P.A. CONTACT: George Rainhart

ADDRESS: 6121 Indian School N.E. #141 PHONE: 881-0550

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

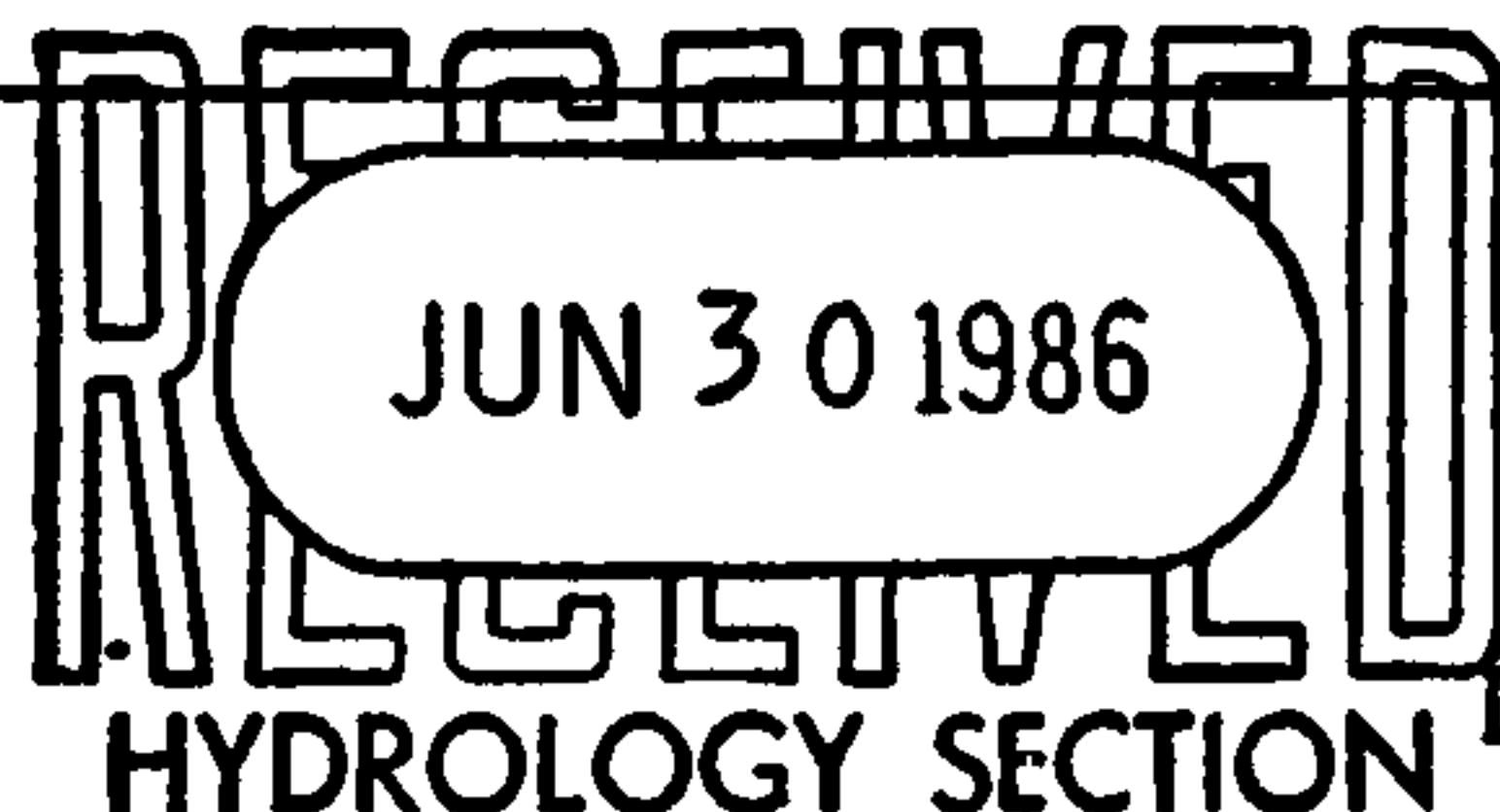
ADDRESS: _____ PHONE: _____

PRE-DESIGN MEETING:

☒ YES

☐ NO

☐ COPY OF CONFERENCE RECAP SHEET PROVIDED



DRB NO. _____
 EPC NO. Z-84-124
 PROJ. NO. _____

TYPE OF SUBMITTAL:

☒ DRAINAGE REPORT

☐ DRAINAGE PLAN

☐ CONCEPTUAL GRADING & DRAINAGE PLAN

☐ GRADING PLAN

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☐ CERTIFICATE OF OCCUPANCY APPROVAL

☐ ROUGH GRADING PERMIT APPROVAL

☐ GRADING/PAVING PERMIT APPROVAL

☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: _____

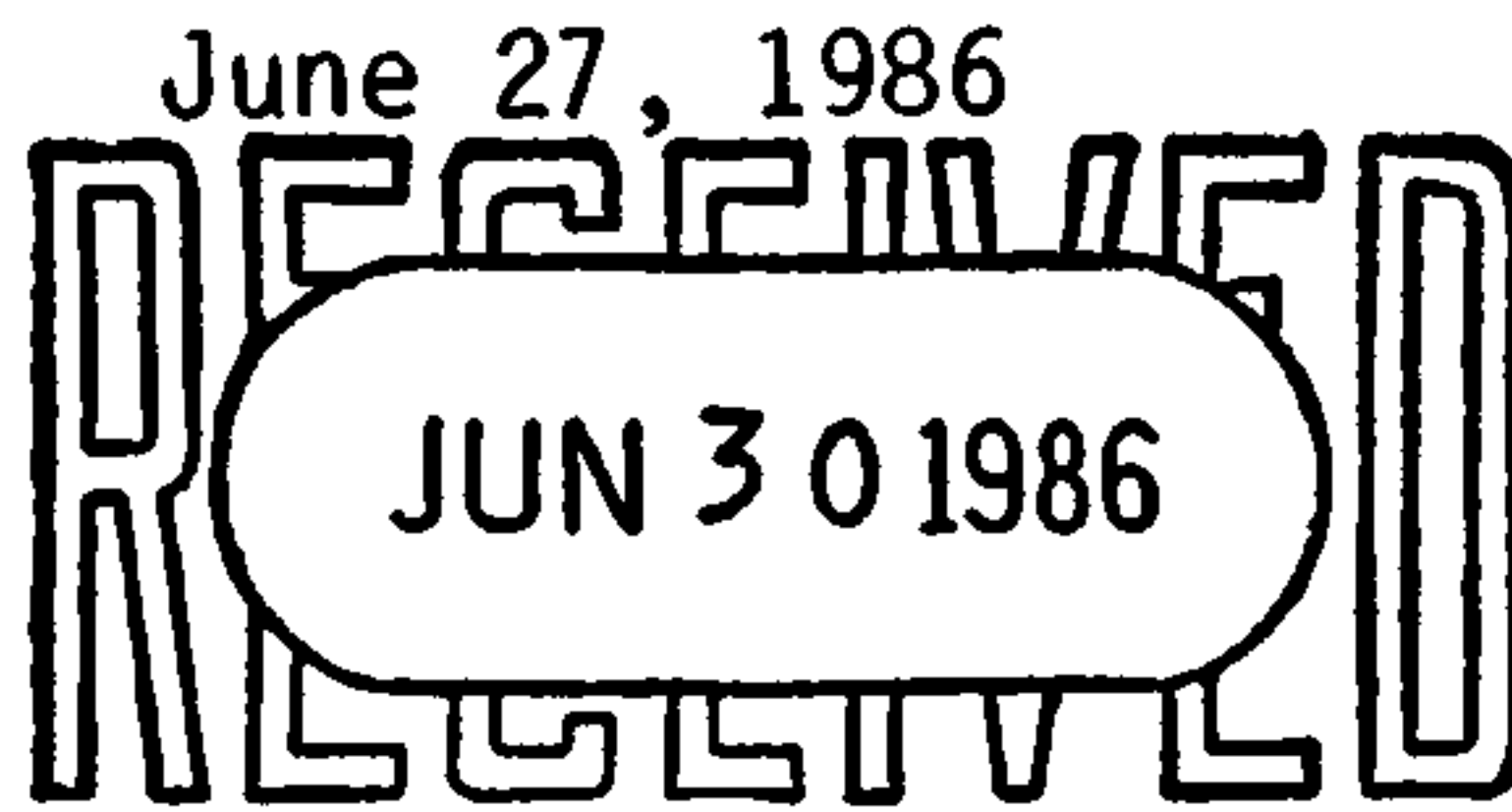
BY: _____

BOHANNAN-HUSTON INC.



COURTYARD I, 7500 JEFFERSON STREET, N.E. ALBUQUERQUE, NEW MEXICO 87109 (505) 823-1000
 UNIVERSITY PLAZA, SUITE 104, 330 GARFIELD SANTA FE, NEW MEXICO 87501 (505) 988-7671
 6713 VISCOUNT BLVD EL PASO, TEXAS 79925 (915) 778-4491

Mr. Fred Aguirre
 City of Albuquerque
 P.O. Box 1293
 Albuquerque, NM 87103



HYDROLOGY SECTION

Re: Addendum to Four Hills Village Shopping Center Drainage Report
 (L22-D33) to Include a Theatre/Shop Area and a Parking Lot Located
 South of Wenona Avenue and East of Hunter's Ridge Apartments

Dear Fred:

Enclosed is a print of the drainage/grading plan for the above referenced areas and a drainage report for the parking lot. As discussed in the meeting on May 23, 1986, this grading plan follows the original master drainage plan. Storm flows generated by the theatre/shop area will be conveyed to the detention pond located north of Wenona Avenue along the west boundary. The original drainage report determined the basin to be 95% impervious to calculate the 100-year storm flows. Future building sites were included in the determination of the impervious area. We feel that the detention pond is adequate for the flows generated by the addition of the buildings.

The enclosed report discusses the existing and developed conditions for the parking lot located south of Wenona Avenue and east of Hunter's Ridge Apartments. As discussed in our meeting, we plan to pond the storm flows in the southwest corner and allow it to discharge at a controlled rate of .5 cfs across the south parking lot of Hunter's Ridge Apartments to the detention pond in the southwest corner of the property. The water is then discharged to Wenona Avenue by a pump station. The 0.5 cfs controlled discharge is less than the existing 100-year flow of 3.06 cfs, so there is less of an impact on the apartment pond.

As we also discussed, it is our intention to obtain a letter of agreement from the apartment owner to allow discharge to cross the site. You concurred with this approach since the apartment site is owned and operated by a subsidiary of the parent Trammell Crow Company, who is developing the shopping center. We do not intend to pursue a filed easement for this discharge path.

Please review this plan for Building Permit approval. If you have any questions, please call me.

Truly yours,

Brian G. Burnett, P.E.
 Vice President

Enclosure

cc: Mr. Bob Muller
 Mr. Paul Silverman

DBT/mls
 Job No. 6 209 1

PRINCIPALS

LARRY W. HUSTON

MICHAEL M. EMERY, PE

DANA C. WOOD, PE

ANDRES ARAGON-VIAMONTE

DARRELL L. WADE, PE

JAMES V. DOMENICK, PE

BRIAN G. BURNETT, PE



BOHANNAN-HUSTON INC.

Courtyard I 7500 Jefferson Street, N.E. Albuquerque, NM 87109
(505) 823-1000

Transmittal

To: City of Albuquerque
RECEIVED
JUN 30 1986
HYDROLOGY SECTION

- | | |
|---------------------------------------|---|
| ☐ Parcel post | ☒ Messenger |
| ☐ First Class | ☐ UPS |
| ☐ Express Mail | ☐ Air Freight |
| ☐ Bus | ☐ _____ |

Attention: Fred Aguirre

Date: 6/26/86

Our job number: 62092

Your job number: _____

Job: Four Hills Shopping Center Drainage Report
Parking Lot Area

We are enclosing:	For:
<u>1 Drainage/Grading Plan</u>	<u>Your Review</u>
_____	_____
_____	_____
_____	_____
_____	_____

Comments: _____

By: Dave Thompson thank you

Rec'd by: BL 6/30/86

Date: 6/26/86

☐ Please Return Signed Yellow Copy