

FILE COPY



KEN SCHULTZ
MAYOR

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 19, 1988

August F. Mosimann
Engineering Associates
3121 Carlisle Boulevard, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR TANK PERMIT FOR GENERAL ELECTRIC
(M-14/D14) RECEIVED OCTOBER 18, 1988

Dear Mr. Mosimann:

Based on the information provided on your submittal of October 10, 1988, listed are certain concerns that will need to be addressed prior to approval.

1. Documentation indicating that General Electric has permission to encroach into the Railroad right-of-way. Exhibit alone is not sufficient.
2. More information is needed on the proposed subsurface system which will carry the developed runoff from the building and west parking area.
3. Location description and elevation of TBM with the site area.

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

Cordially,

Bernie J. Montoya, C.E.
Engineering Assistant

BJM/bsj
(WP+887)



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P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 31, 1988

August F. Mosimann
Engineering Associates
3121 Carlisle Boulevard, NE
Albuquerque, New Mexico 87110

RE: DRAINAGE PLAN FOR TANK PERMIT FOR GENERAL ELECTRIC
(M-14/D14) ENGINEER'S STAMP DATED OCTOBER 21, 1988

Dear Mr. Mosimann:

Based on the information provided on your resubmittal of October 21, 1988, the above referenced plan is approved for Building Permit.

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

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

Cordially,

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EXHIBIT "A"

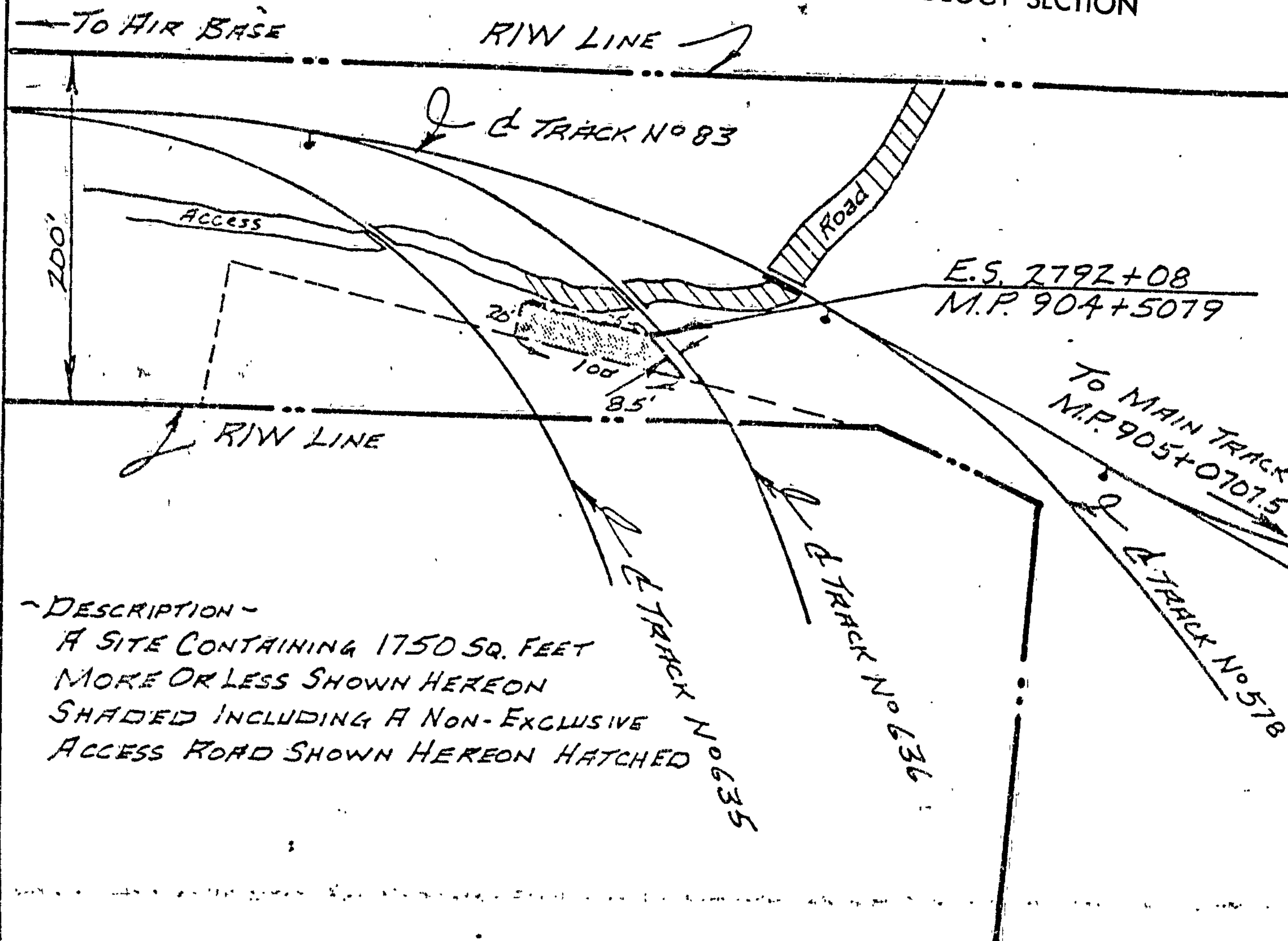
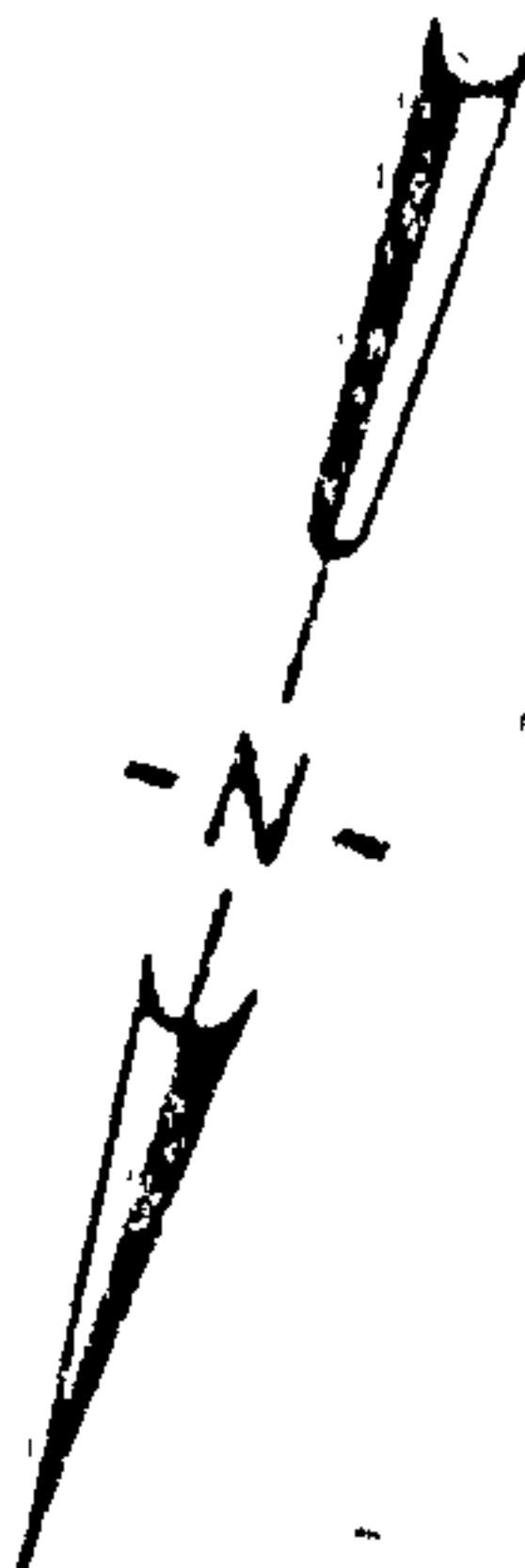
ATTACHED TO CONTRACT BETWEEN
 THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
 AND
 TRI GAS, INC.

CHICAGO, ILLINOIS
 SCALE: 1 IN. TO 100 FT.
New Mexico DIV.
El Paso SUBDIV.

DATE: February 8, 1988

H.G. Webb
 H.G. Webb
 CHIEF ENGINEER
 DESCRIPTION APPROVED

RECEIVED
 OCT 10 1988
 HYDROLOGY SECTION



~ DESCRIPTION ~

A SITE CONTAINING 1750 SQ. FEET
 MORE OR LESS SHOWN HEREON
 SHADED INCLUDING A NON-EXCLUSIVE
 ACCESS ROAD SHOWN HEREON HATCHED

AT ALBUQUERQUE

BERNALILLO COUNTY, NEW MEXICO

C.E. DRAWING NO. 1-08397

NO. 88

DIV. FILE NO.

88-67609

B. M. FILE NO.

11009986

CEM

FILE COPY



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MAYOR

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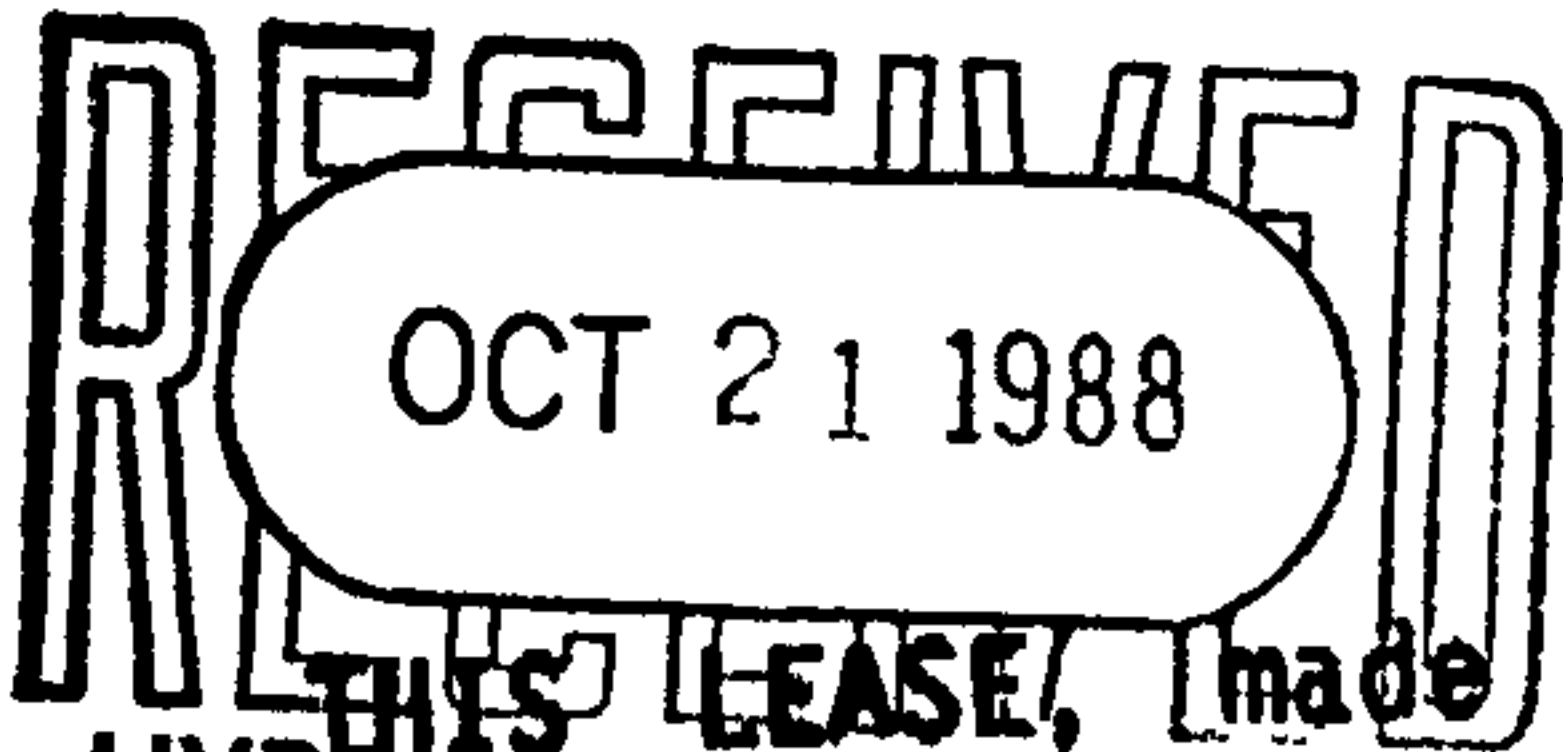
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Cordially,

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

BJM/bsj
(WP+887)



LEASE OF LAND
(Short Term)

THIS LEASE, made as of the 23rd day of May 1988, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (hereinafter called "Lessor"), and TRI-GAS ~~CORPORATION~~ ^{INC.} (hereinafter, whether one party or more, called "Lessee"). *770 6/7/88 JD*

WITNESSETH, That the parties hereto for the considerations hereinafter expressed covenant and agree as follows:

1. Lessor hereby leases to Lessee, subject to the rights and easements hereinafter excepted and reserved, and upon the terms and conditions hereinafter set forth, the land (hereinafter called "Premises") situated at or near Albuquerque, County of Bernalillo, State of New Mexico, as described or shown on the print hereto attached, No. 1-08397, dated February 8, 1988, marked "Exhibit A" and made a part hereof, for a term beginning on July 1, 1988, and continuing on a month to month basis unless or until this Lease shall be terminated as hereinafter provided.
2. Lessor hereby excepts and reserves the right, to be exercised by Lessor and by any others who have obtained or may obtain permission or authority from Lessor so to do, (a) to operate, maintain, renew and relocate any and all existing pipe, power, and communication lines and appurtenances and other facilities of like character upon, over or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character as will not unreasonably interfere with the use of the Premises by Lessee for the purpose specified in Section 4 hereof.
3. Lessee shall pay to Lessor for the use of the Premises rental as follows:
 - (a) Subject to Subsection 3(c) below, the base rent shall be Thirty and No/100 Dollars (\$30.00) per month payable, for convenience only, annually in advance without demand. Said base rent shall be adjusted annually in accordance with Subsection 3(b) below. Rent for any fractional month at the beginning or end of the lease term shall be prorated. Rent is due and owing on or before the date this Lease commences and thereafter shall be payable on or before the first day of each year during the lease term. Upon termination of this Lease, unless Lessee is then in default, any unearned portion of said rental, paid in advance, will be refunded to Lessee upon written demand by Lessee therefor made within thirty (30) days following termination.
 - (b) Commencing on the first annual anniversary of the first day of the first full calendar month of the lease and all annual anniversaries of such date thereafter, the base rental shall be adjusted in accordance with the changes in

thereafter, the base rental shall be adjusted in accordance with the changes in the Consumer Price Index indicated in the column for Urban Wage Earners and Clerical Workers, U.S. city average (hereinafter called the "Index"), published by the Bureau of Labor Statistics, U.S. Consumer Price Index from the base index number to the current index number.

The index number indicated in the column for Urban Wage Earners and Clerical Workers, entitled "all items", for the period most recently released prior to the anniversary date in the previous calendar year, shall be the "base index number" and the corresponding index number for the period most recently released prior to the annual anniversary of this Lease shall be the "current index number". The current index number shall be divided by the base index number, to form the rental adjustment factor.

The new base rent shall be determined by multiplying the then current base rent by the rental adjustment factor and this figure shall be rounded to the nearest \$5.00. The new base rent, as so determined, shall be due and payable in accordance with Subsection 3(a) above. In no event, however, shall such new base rent be less than the then current base rent.

If publication of the Consumer Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for Urban Wage Earners and Clerical Workers, as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the Lessor. In the event of (1) use of comparable statistics in place of the Consumer Price Index as above mentioned, or (2) publication of the Index figure at other than quarterly intervals, there shall be such revisions as the circumstances may require to carry out the intent of this provision. Lessor may, at its sole discretion and in conjunction with its overall rental adjustment program, use index numbers in the column for All Urban Consumers, U.S. city average, entitled "all items", or such similar index that may be published in the future to indicate statistics comparable to the indexes named above.

- (c) The base rental shall be subject to revision at five-year intervals to adjust same to a fair market value basis.
4. (a) Lessee shall use the Premises exclusively as a site for transloading tank truck/rail and storage of liquid nitrogen, and placement of Lessee-owned improvements, fencing, concrete pad, etc. Lessee covenants that it will not treat, store or dispose of on the Premises "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body. In the event the Premises are now or in the future used in generating, handling, or transporting of "hazardous waste" or "hazardous substances", Lessee agrees fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Standards") concerning "hazardous waste" and "hazardous substances". Lessee further agrees periodically to furnish Lessor with proof, satisfactory to Lessor, that Lessee is in such compliance. In any event, Lessee shall allow Lessor to enter upon the Premises at reasonable times for

the purpose of inspection. Should Lessee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Lessor may, at its option, terminate this Lease by serving five (5) days' notice of termination upon Lessee; but any waiver by Lessor of any breach of Lessee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease. Upon termination, Lessee shall be governed by the two sections of this Lease regarding Lessee's surrender of possession of the Premises.

- (b) Notwithstanding anything contained in the liability sections hereof, in case of a breach of the obligations contained in this Section, or any of them, regardless of the negligence or alleged negligence of Lessor, Lessee agrees to assume liability for and to save and hold harmless Lessor from and against all injuries to any person and damage to property, including without limitation, employees and property of Lessor and Lessee and all related expenses, including without limitation attorneys' fees, investigators' fees and litigation expenses, resulting in whole or in part from Lessee's failure to comply with any Standard issued by any governmental authority concerning hazardous substances and/or hazardous waste. Lessee, at its cost, shall assume the defense of all claims, suits or actions brought for damages, and fines or penalties hereunder, regardless of whether they are asserted against Lessor or Lessee. Lessee also agrees to reimburse Lessor for all costs of any kind incurred as a result of the Lessee's failure to comply with this Section, including, but not limited to, fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of Lessee's generating, handling, transporting, treating, storing, or disposing of "hazardous waste" or "hazardous substances" on the Premises.
- (c) It is understood and agreed that a Lessee who does not now, or in the future, generate, handle, transport, treat, store or dispose of "hazardous waste" or "hazardous substances" within the meaning of this Section, is not subject to the provisions of Subsection (b) supra.
- (d) Lessee shall not use or permit the use of the leased premises in any manner that will tend to create waste or a nuisance. In using the Premises, and in constructing, maintaining, operating and using the Improvements thereon, Lessee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders or regulations of any governmental body having jurisdiction thereover, including, but not limited to, building and zoning ordinances, restricting or regulating or prohibiting the occupancy, use or enjoyment of the Premises or regulating the character, dimensions or locations of any improvements on the Premises. Should any governmental body having jurisdiction in the matter require Lessor to dedicate, restrict or otherwise encumber any portion of the Premises, or any of its adjoining property, as a condition to approval of Lessee's use of the Premises, Lessor may, if said condition is unacceptable to Lessor, terminate this Lease. Lessee covenants to properly notify Lessor accordingly should any of the above occur.

5. Lessee covenants and warrants that Lessee either owns, or has obtained from the owner or owners thereof, the right to use any improvements now on the Premises shown

or described on said Exhibit A as "Lessee's Existing Improvements". Such improvements, if any, together with any other improvements and/or personal property hereafter placed upon the Premises by or for account of Lessee are hereinafter called "Improvements".

6. Lessee shall pay before the same become delinquent all taxes, charges, rates, and assessments which may, during the term of this Lease, be levied upon, or assessed against, or be equitably chargeable to or assessed in respect of the Improvements; and where any such tax, rate, charge, or assessment may be embraced in the general amount of taxes charged upon the Premises separately or in connection with other property of Lessor and Lessor shall pay all of said taxes, then Lessee shall promptly repay or refund to Lessor the amount or part of the tax, charge, rate or assessment equitably or fairly apportionable to the Improvements.

In addition to the charges, rates and assessments specified above, Lessee shall pay to Lessor any privilege, sales, gross income or other tax (not including Federal or State income tax) imposed upon the rentals received by Lessor by any agency having the authority so to do.

7. Lessee shall keep and maintain the Premises and Improvements in such safe, sanitary, and sightly condition as shall be satisfactory to Lessor, and, if required by Lessor, shall paint the Improvements with paints of a color approved by Lessor; and if Lessee fails or refuses within fifteen (15) days after receipt of any request by Lessor so to do, Lessor may, at its option, perform such work, and in such event Lessee shall within thirty (30) days after the rendition of bill therefor reimburse Lessor for the cost so incurred.
8. Lessee agrees to indemnify and save harmless Lessor against all loss, damage or expense which Lessor may sustain, incur or become liable for, including loss of or damage to property or injury to or death of persons and fines or penalties imposed upon or assessed against Lessor, arising in any manner out of (a) the use of the Premises or Improvements by Lessee, (b) any breach by Lessee of the terms, covenants or conditions in this Instrument contained, or (c) the sole or contributing acts or omissions of Lessee or the employees, agents, patrons or invitees of Lessee in, on or about the Premises or Improvements, except that if Lessor shall participate in any such contributing acts or omissions, then the loss, damage or expense arising therefrom shall be borne by the parties hereto equally.

In conformance with and limited to the applicable effect of the Laws of 1971, Ch. 107, Sec. 1, Laws of New Mexico (§56-7-1 N.M.S.A., 1978) insofar as the indemnity provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto operate to indemnify the indemnitee, or the agents or employees of the indemnitee, or any legal entity for whose negligence, acts or omissions any of them may be liable, from liability, claims, damages, losses or expenses, including attorney fees, arising out of, in whole or in part, the negligence of the indemnitee, or of the agents or employees of the indemnitee, or of any legal entity for whose negligence, acts or omissions any of them may be liable, such indemnity provisions shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of:

- (a) 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
- (b) The giving of or the failure to give directions or instructions by the indemnitee, or the agents or employees of the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.
9. In using the Premises, and in constructing, maintaining, operating and using the Improvements thereon, Lessee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover. In the event the Premises or Improvements shall be used for the loading, unloading, storing, or otherwise handling of any petroleum products, Lessee shall comply with all applicable regulations and recommendations from time to time promulgated by the Bureau of Explosives of the Association of American Railroads, or any successor agency. All artificial lighting in pump houses, warehouses, or other enclosures upon the Premises, where oil or other inflammable fluid supplies are handled or stored by Lessee, except in unbroken original containers, shall be by electricity, and such electrical installation and any other electrical installation upon the Premises shall at all times conform to and be maintained in accordance with the provisions of the then current edition of the National Electrical Code with respect to Class I hazardous locations. Lessee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Lessee on the Premises, and Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that the failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this or any other section hereof.
10. Lessee shall at all times keep a space of six (6) feet from the nearest rail of any railroad track entirely clear of structures, material and obstructions of every sort and shall observe an overhead clearance of not less than twenty-five (25) feet above the top of rail; but, nevertheless, for convenience in handling freight to and from cars on any railroad track serving the Premises, the Lessee may install, use and maintain (a) loading or unloading cranes or other devices not nearer than six (6) feet from the nearest rail of such track and no part of which shall at any time project or extend in the direction of such track except when crane or device is being used for loading or unloading freight and (b) platforms which shall be not more than three (3) feet and six (6) inches higher than the top of the rails, and which at no point shall be nearer than four (4) feet to the nearest side of the head of the nearest rail of such track; provided, however, if by statute or order of competent public authority different clearances shall be required, then Lessee shall strictly comply with such statute or order. Irrespective of anything in Section 8 hereof contained, in case of a breach of the obligations contained in this Section 10, or of any of them, Lessee assumes and agrees to indemnify Lessor against all liability for loss, damage, injury and death resulting therefrom and to reimburse Lessor for any sums which Lessor may have been required to pay in the way of damages, fines, penalties or other expense resulting, in whole or in part, from

the failure of Lessee to comply with any of the provisions hereinabove in this Section 10 contained.

11. Neither Lessee, nor the heirs, legal representatives, successors or assigns of Lessee, nor any subsequent assignee, shall underlease or sublet the Premises or the Improvements, or any part thereof nor assign or transfer this Lease or any interest herein, without the written consent and approval in each instance of Lessor.
12. In case of the eviction of Lessee by anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for any damage of any nature whatsoever, or to refund any rental paid hereunder, except the proportionate part of any rental paid in advance.
13. If any rental hereunder shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Lessee herein contained, or in case of any assignment or transfer of this Lease by operation of law, Lessor may, at its option, terminate this Lease by serving five (5) days' notice in writing upon Lessee; but any waiver by Lessor of any default or defaults shall not constitute a waiver of the right to terminate this Lease for any subsequent default or defaults.
14. This Lease may be terminated at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice this Lease and all rights of Lessee hereunder shall absolutely cease and determine; but upon any such termination Lessee shall be entitled to have refunded by Lessor a proportionate part of any of rentals paid in advance.
15. Any notice hereunder to be given by Lessor to Lessee or by Lessee to Lessor shall be deemed to be properly served if it be deposited in the United States mail, postage prepaid, addressed to Lessee or Lessor, as the case may be at the address shown on the signature page of this Lease or such other address as either party may hereafter designate.
16. Upon the termination of this Lease in any manner herein provided, Lessee shall forthwith surrender to Lessor the possession of the Premises and shall remove the Improvements and restore the Premises to substantially the state in which they were prior to the construction of the Improvements, and in case Lessee shall fail within thirty (30) days after the date of such termination to make such removal or restoration, then Lessor may, at its election to be exercised within thirty (30) days thereafter, either remove the Improvements and restore the Premises for the account of Lessee, and in such event Lessee shall within thirty (30) days after the rendition of bill therefor reimburse Lessor for the cost so incurred, or may take and hold the Improvements as its sole property.
17. If Lessee fails to surrender to Lessor the Premises, upon any termination of this Lease, all the liabilities and obligations of Lessee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Lessee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the

Premises restored or Lessor elects to take and hold the Improvements as its sole property as hereinabove in Section 16 provided.

18. Notwithstanding any other provisions of this Lease, Lessee shall comply with all statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby (hereinafter referred to as "Authority"), relating to Lessee's use of the Premises hereunder. In its use of the Premises, Lessee shall at all times be in full compliance with all Standards, present or future, set by any Authority, including, but not limited to, Standards concerning air quality, water quality, noise, hazardous substances and hazardous waste. In the event Lessee fails to be in full compliance with Standards set by any Authority, Lessor may, after giving reasonable notice of the failure to Lessee, and Lessee, within thirty (30) days of such notice, fails either to correct such noncompliance or to give written notice to the Lessor of its intent to contest the allegation of noncompliance before the Authority establishing the Standard or in any other proper forum, take whatever action is necessary to bring the Premises into compliance. Lessee shall reimburse the Lessor for all costs (including but not limited to, consulting, engineering, clean-up and disposal costs, and legal costs) incurred by the Lessor in complying with such Standards, and also such costs incurred by the Lessor in abating a violation of such Standards, protecting against a threatened violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Authority or court, and paying any fines or penalties imposed for such violations. Lessee shall assume liability for and shall save and hold harmless the Lessor from any claim of a violation of such Standards regardless of the nature thereof or the Authority or person asserting such claim, which results from Lessee's use of the Premises, whether such claim arises in whole or in part from the negligence or alleged negligence of the Lessor or otherwise. Lessee, at its cost, shall assume the defense of all such claims regardless of whether they are asserted against Lessee or Lessor.

Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against Lessor by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or to save and hold harmless the Lessor. Lessee shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

19. In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.
20. All the covenants and agreements of Lessee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Lessee, and shall inure to the benefit of the successors and assigns of Lessor.

IN WITNESS WHEREOF, this Lease has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
One Santa Fe Plaza
5200 E. Sheila Street
Los Angeles, CA 90040

By *F. J. [Signature]*

Its Assistant Manager of Contracts
(Lessor)

TRI-GAS CORPORATION INC *TR 6/7/56*
8200 Washington N.E.
Albuquerque, NM 87113

By *Larry B. Page*

Its EXECUTIVE VICE President
(Lessee)

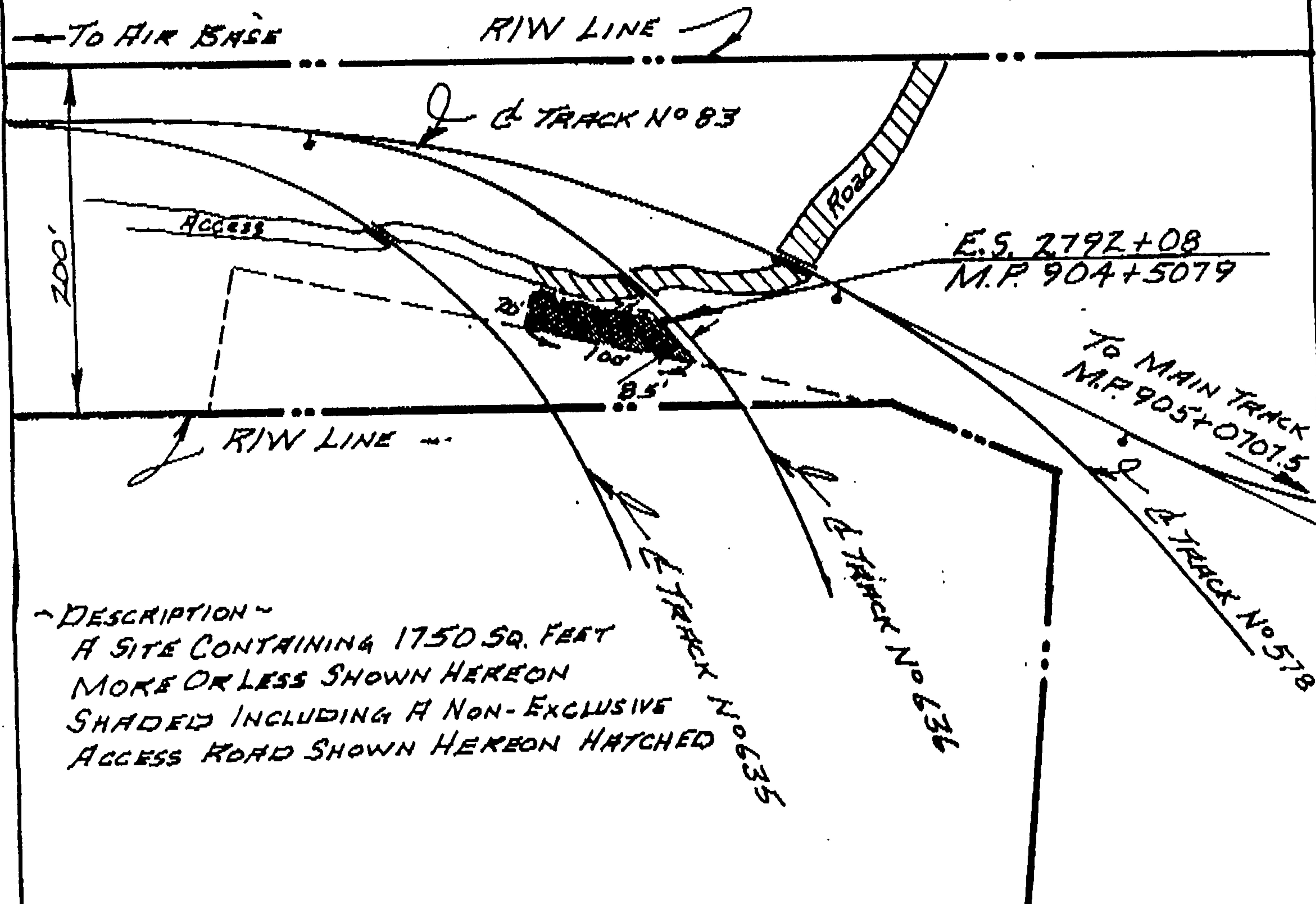
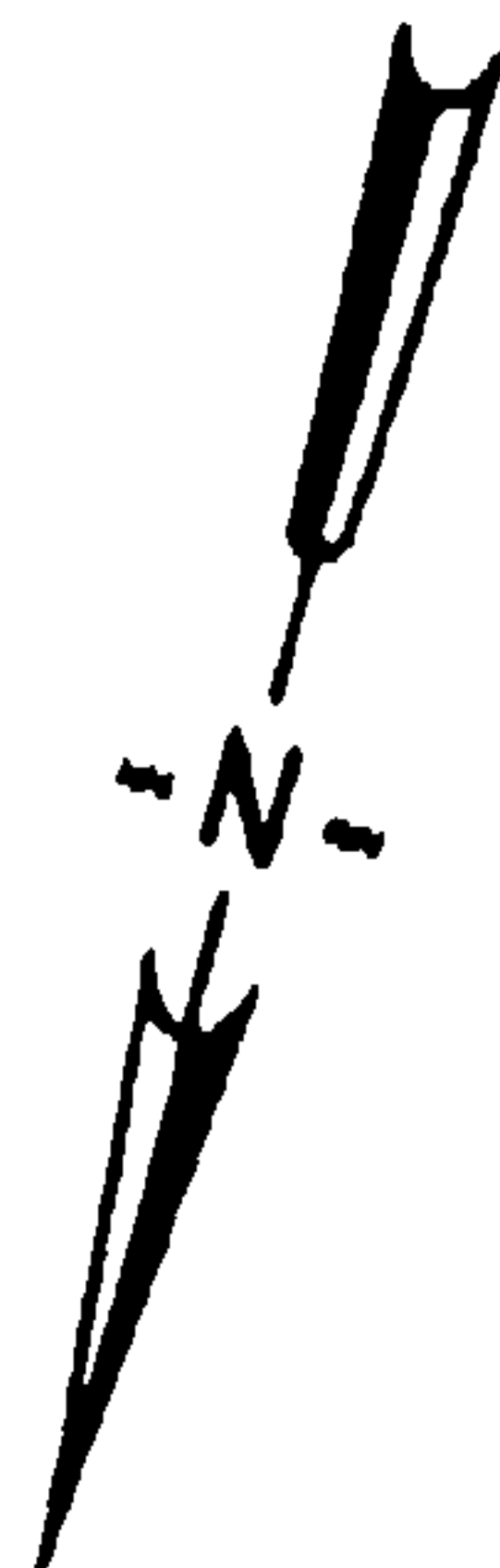
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CHICAGO, ILLINOIS
 SCALE: 1 IN. TO 100 FT.
New Mexico DIV.
El Paso SUBDIV.

DATE: February 8, 1988

H. G. Webb
 CHIEF ENGINEER
 DESCRIPTION APPROVED



AT ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO C.E. DRAWING NO. 1 - 08397

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Liquid Nitrogen Facility

ZONE ATLAS / DRNG FILE: M-14/D14

LEGAL DESCRIPTION: Santa Fe Railway Right of Way South Of General Electric's
Albuquerque, New Mexico Plant

CITY ADDRESS: South of G. E. Plant

ENGINEERING FIRM: Engineering Associates, Inc. CONTACT: August F. Mosimann

ADDRESS: 3121 Carlisle N. E. 87110

PHONE: 884-3311

OWNER: General Electric

CONTACT:

ADDRESS: -----

PHONE: -----

ARCHITECT: None -----

CONTACT: -----

ADDRESS: -----

PHONE: -----

SURVEYOR: -----

CONTACT: -----

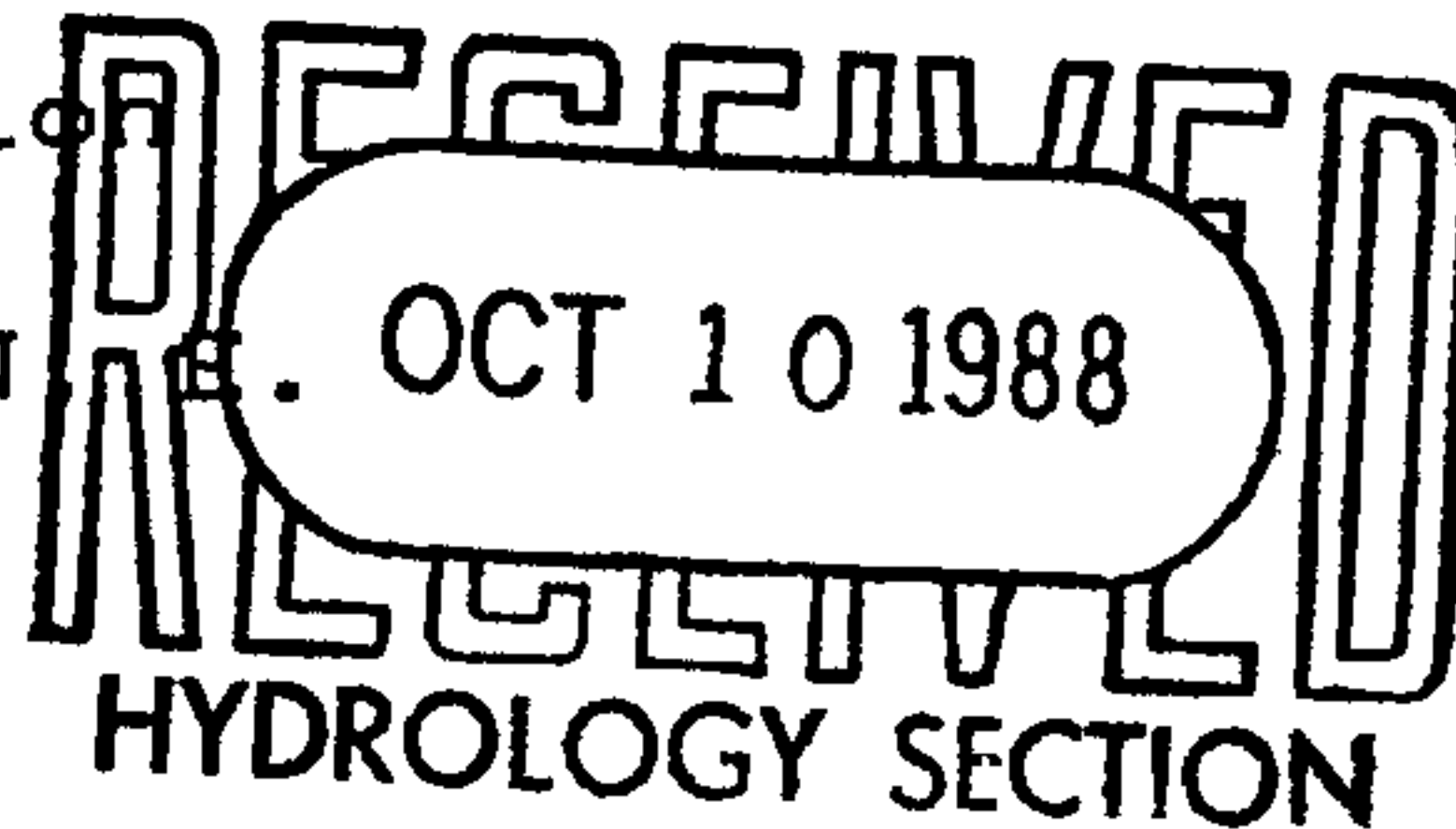
ADDRESS: -----

PHONE: -----

CONTRACTOR: Jaynes Corporation

CONTACT: Bill Walter

ADDRESS: 2609 Broadway N. E.



PHONE: 345-8591

PREDESIGN MEETING:

☒ YES

DRB NO.

☐ NO

EPC NO.

☒ COPY OF CONFERENCE RECAP SHEET
PROVIDED

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

☐ PRELIMINARY PLAT

☐ SITE DEVELOPMENT PLAN

☐ FINAL PLAT APPROVAL

☐ BUILDING PERMIT APPROVAL

☐ CERTIFICATE OF OCCUPANCY


☐ ROUGH GRADING PERMIT

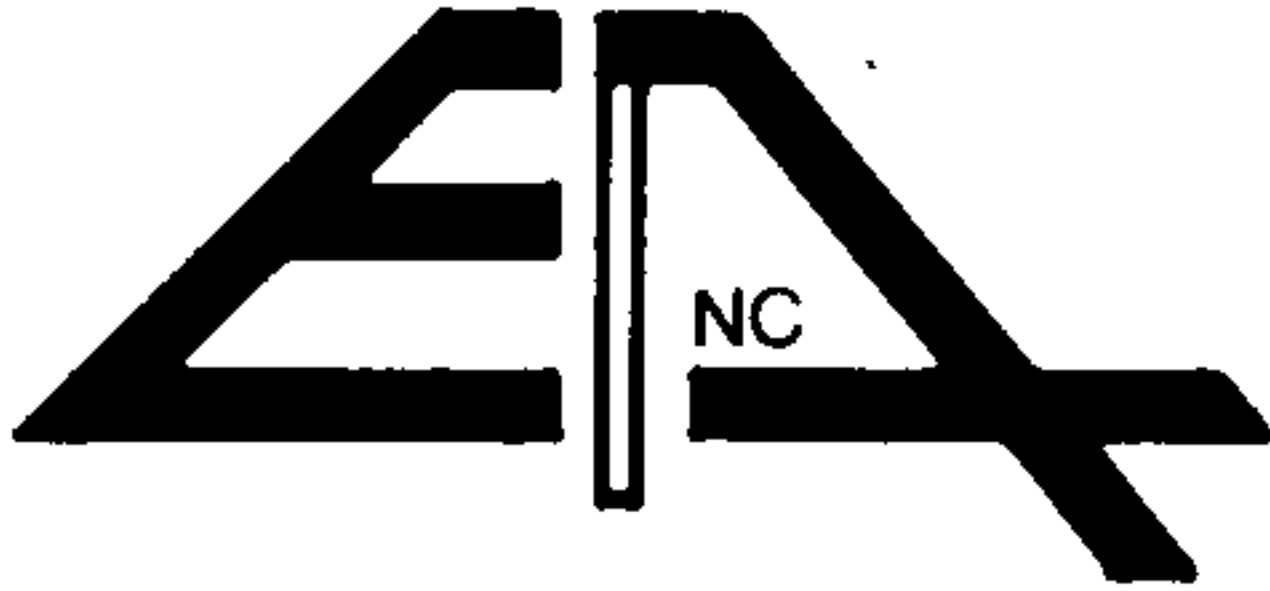
☐ GRADING/PAVING PERMIT

☒ OTHER (SPECIFY)

Tank Permit

DATE SUBMITTED: 10/10/88

BY: 
August F. Mosimann, P. E.
for
Engineering Associates, Inc.

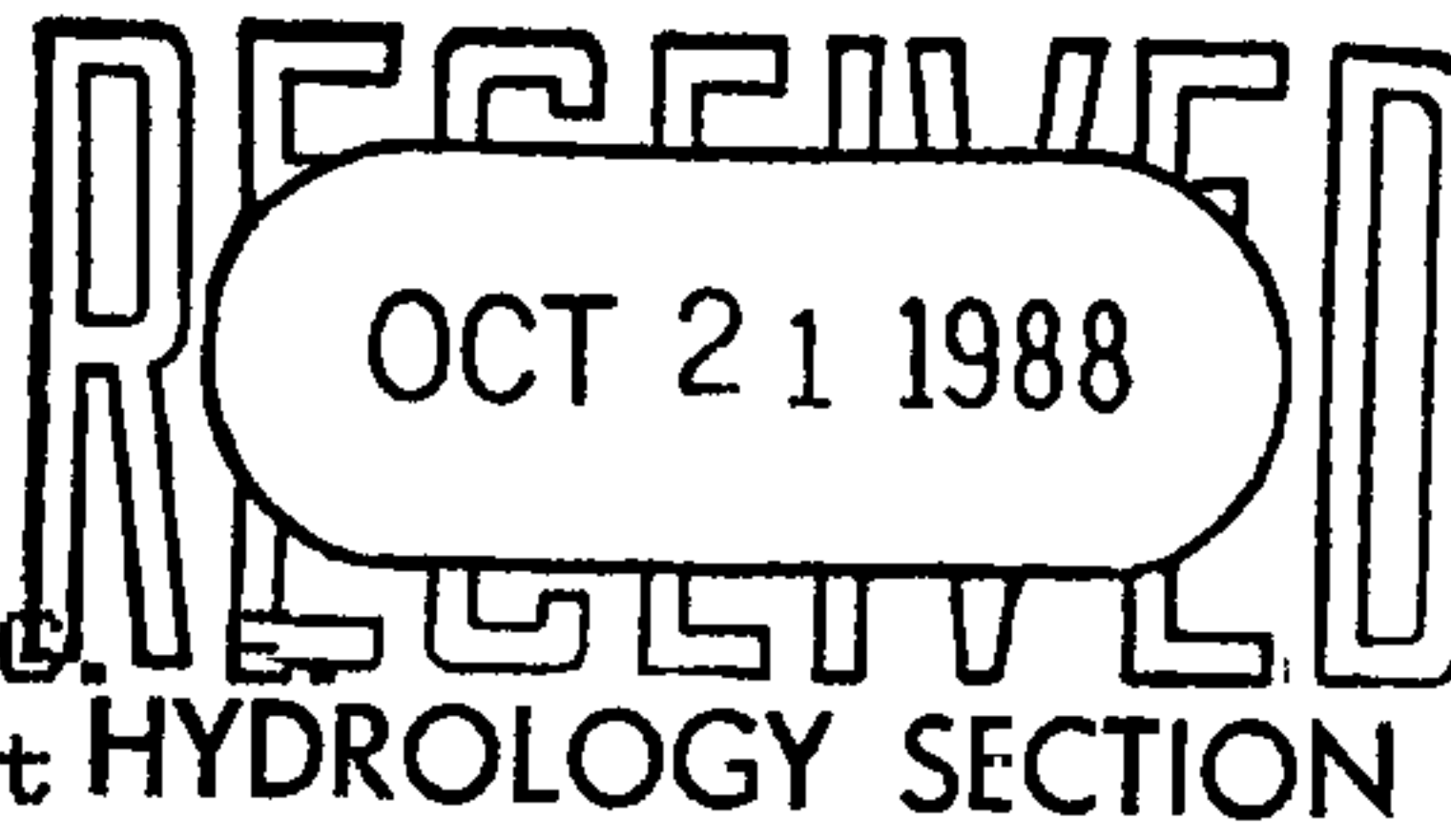


August F. Mosimann

engineering associates, inc.

October 21, 1988

Mr. Bernie Montoya, C.E.
Engineering Assistant
City of Albuquerque
P. O. Box 1293
Albuquerque, New Mexico 87103



3121 Carlisle, N.E.
Albuquerque, NM
87110
(505) 884-3311

Re: DRAINAGE PLAN FOR TANK PERMIT FOR GENERAL ELECTRIC
(M-14/D14)

Dear Mr. Montoya,

This is a reply to the concerns expressed in your letter dated October 19, 1988 with regard to the above referenced drainage plan.

1. A copy of the legal agreements between the Atchison, Topeka, and Santa Fe Railway Company and Tri-gas which outlines the terms and conditions by which Tri-gas is allowed to install their tanks within the Railway's Right of Way is included with this letter.
2. The information I have on the proposed subsurface drainage system for carrying developed runoff from the General Electric facilities to the north and west came from your files on the master drainage study for the entire General Electric plant. The drainage study was prepared by Leedshill-Herkenhoff.
3. A temporary bench mark which is established the fire hydrant No. 7 to the north of General Electric's building 22 has been noted on the drainage plan. Building 22 is just to the northeast of our site.

A revised drainage plan is included with this letter. If you need additional information please contact me.

Sincerely,

August F. Mosimann, P. E.
for
Engineering Associates, Inc.

Architectural Structural
Civil Structural
Site Analysis
Drainage Studies
Computer Applications
Inspection Services

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Liquid Nitrogen Facility

ZONE ATLAS / DRNG FILE: M-14 / 1014

LEGAL DESCRIPTION: Santa Fe Railway Right of Way South Of General Electric's
Albuquerque, New Mexico Plant

CITY ADDRESS: South of G. E. Plant

ENGINEERING FIRM: Engineering Associates, Inc. CONTACT: August F. Mosimann

ADDRESS: 3121 Carlisle N. E. 87110

PHONE: 884-3311

OWNER: General Electric

CONTACT:

ADDRESS: -----

PHONE: -----

ARCHITECT: None -----

CONTACT: -----

ADDRESS: -----

PHONE: -----

SURVEYOR: -----

CONTACT: -----

ADDRESS: -----

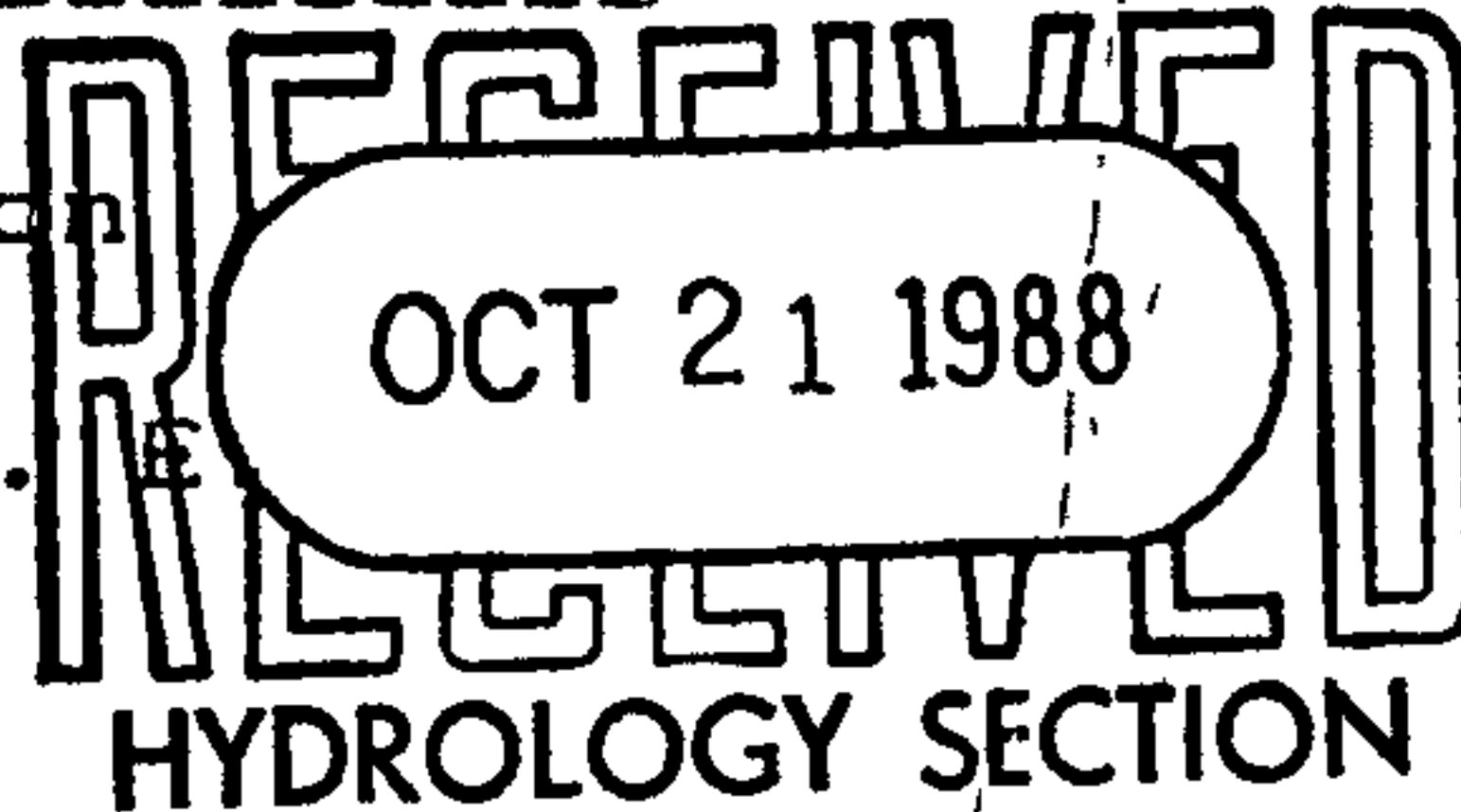
PHONE: -----

CONTRACTOR: Jaynes Corporation

CONTACT: Bill Walter

ADDRESS: 2609 Broadway N. E.

PHONE: 345-8591



PREDESIGN MEETING:

☒ YES
☐ NO
☒ COPY OF CONFERENCE RECAP SHEET
PROVIDED

DRB NO.
EPC NO.
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
☐ PRELIMINARY PLAT
☐ SITE DEVELOPMENT PLAN
☐ FINAL PLAT APPROVAL
☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY
☐ ROUGH GRADING PERMIT
☐ GRADING/PAVING PERMIT
☒ OTHER (SPECIFY)
Tank Permit

DATE SUBMITTED: 10/10/88

BY: August F. Mosimann, P. E.
for
Engineering Associates, Inc.

CITY OF ALBUQUERQUE
MUNICIPAL DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION/DESIGN HYDROLOGY SECTION

CONFERENCE RECAP

DRAINAGE FILE/ZONE ATLAS PAGE NO.: M14 DATE: 10-4-88
PLANNING DIVISION NOS: EPC: _____ DRB: _____
SUBJECT: LIQUID NITROGEN FACILITY
STREET ADDRESS (IF KNOWN): South of GE Plant
SUBDIVISION NAME: IN RR RIGHT-OF-WAY

APPROVAL REQUESTED:

____ PRELIMINARY PLAT ____ SITE DEVELOPMENT PLAN <u>X</u> OTHER <u>TANK PERMIT</u>	____ FINAL PLAT ____ BUILDING PERMIT ____ ROUGH GRADING
---	---

WHO	REPRESENTING
ATTENDANCE: <u>Aussie Mossman</u>	_____
<u>Carlos Montoya</u>	_____
_____	_____

FINDINGS:

- ① Need to address how the tanks will be protected. Need to elevate due to existing flood area.
- ② Need to show where runoff from tanks and displaced runoff will travel (flow).
- ③ Need to address if flows will damage off-site properties.
- ④ Not in 100 year flood zone.
- ⑤ RR has specified where the tank will be located on their easement.

The undersigned agrees that the above findings are summarized accurately and are only subject to change if further investigation reveals that they are not reasonable or that they are based on inaccurate information.

SIGNED: C. A. Montoya
TITLE: _____
DATE: 10-4-88

SIGNED: Aussie Mossman
TITLE: _____
DATE: 10-4-88

****NOTE** PLEASE PROVIDE A COPY OF THIS RECAP WITH THE DRAINAGE SUBMITTAL**