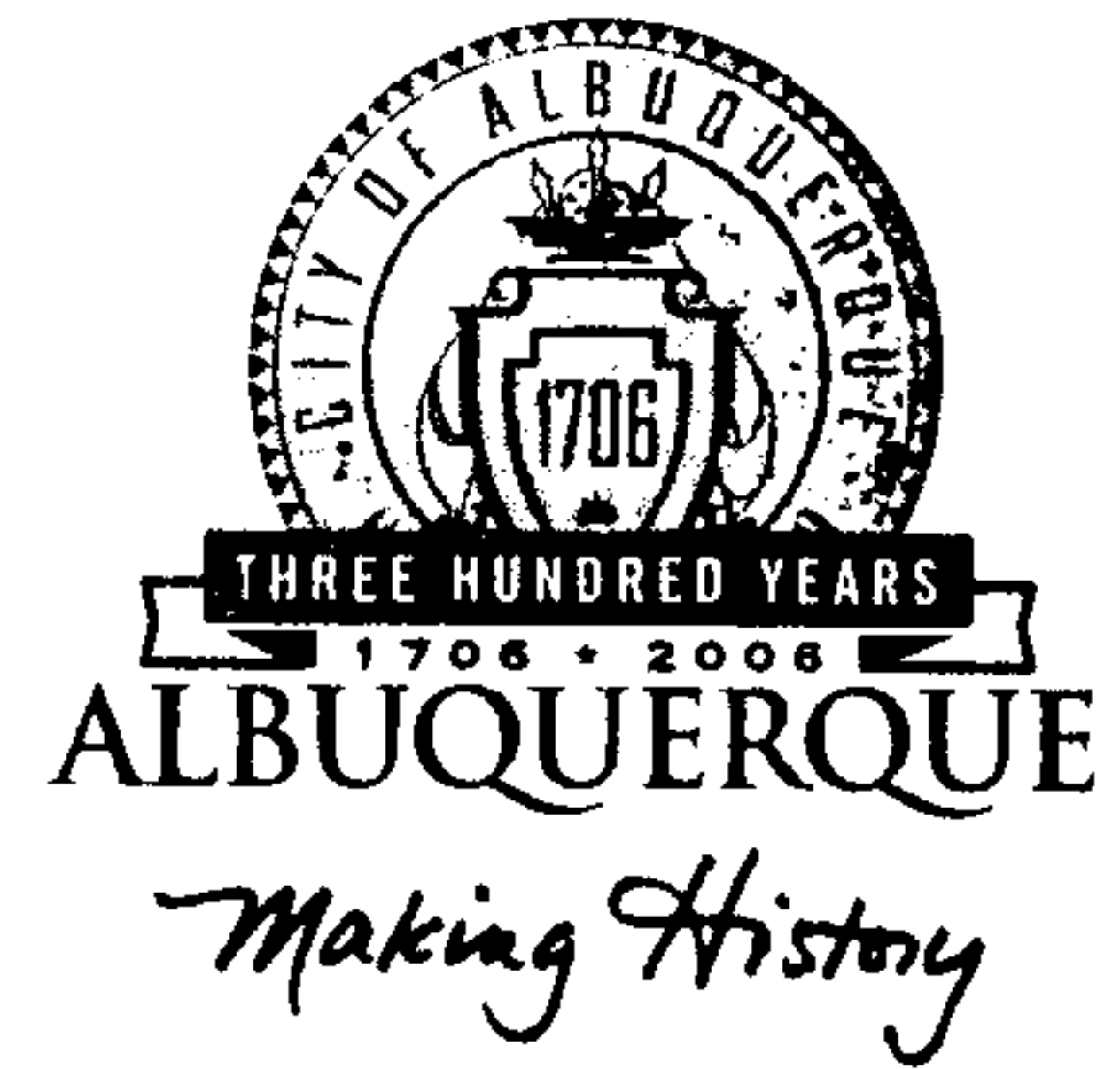


CITY OF ALBUQUERQUE



September 13, 2005

Mr. Michael Yost, P.E.
OLSSON ASSOCIATES
143 Union Blvd., Suite 700
Lakewood, Colorado 80228

Re: STARBUCKS @ SAN MATEO & PAN AMERICAN
6828 San Mateo Blvd. NE
Approval of Permanent Certificate of Occupancy (C.O.)
Approved Engineer's Stamp dated 02/28/2005 (E-18/D58)
Submitted Engineer's Stamp dated 05/24/05
Certification dated 09/08/2005

P.O. Box 1293

Dear Mr. Yost:

Albuquerque

New Mexico 87103

www.cabq.gov

The Approved Grading and Drainage (G/D) Plan has an Engineer Stamp date of 02/28/2005 not 05/24/2005 as indicated within your submittal received 9/13/2005. In my previous correspondence to your office, I indicated that the "Drainage Certification", along with the as-built information, should be placed on a copy of the Approved G/D Plan. I also included a copy of the G/D approval letter, and a copy of the bottom right hand corner of the approved G/D Plan with the Engineer Stamp date of 02/28/2005. The submittal I received today is not what is required for a Permanent C.O. As-built elevation information was placed on G/D Plan with an Engineer Stamp date of 5/24/2005, and the Certification information lines were not completed.

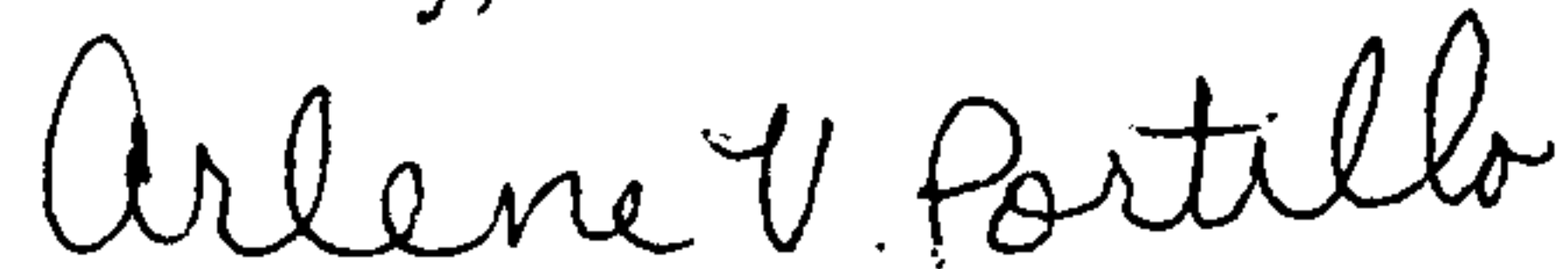
However, after meeting with the City Hydrologist, Brad Bingham, P.E., he is willing to accept your submittal based upon the information provided on the submitted G/D Plan, with Engineer Stamp date of 5/24/05. Therefore, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

Mr. M. Yost
Starbucks @ San Mateo & Pan American
September 13, 2005
Page 2 of 2

We strive to work with and assist out-of-town companies because we realize that every City has its own procedures and requirements for obtaining a C.O. If you would, with all future requests, please submit the appropriate documents required by the City of Albuquerque.

Thank you, and if we can be of any assistance, please call me at 505-924-3982 or Brad Bingham at 505-924-3986

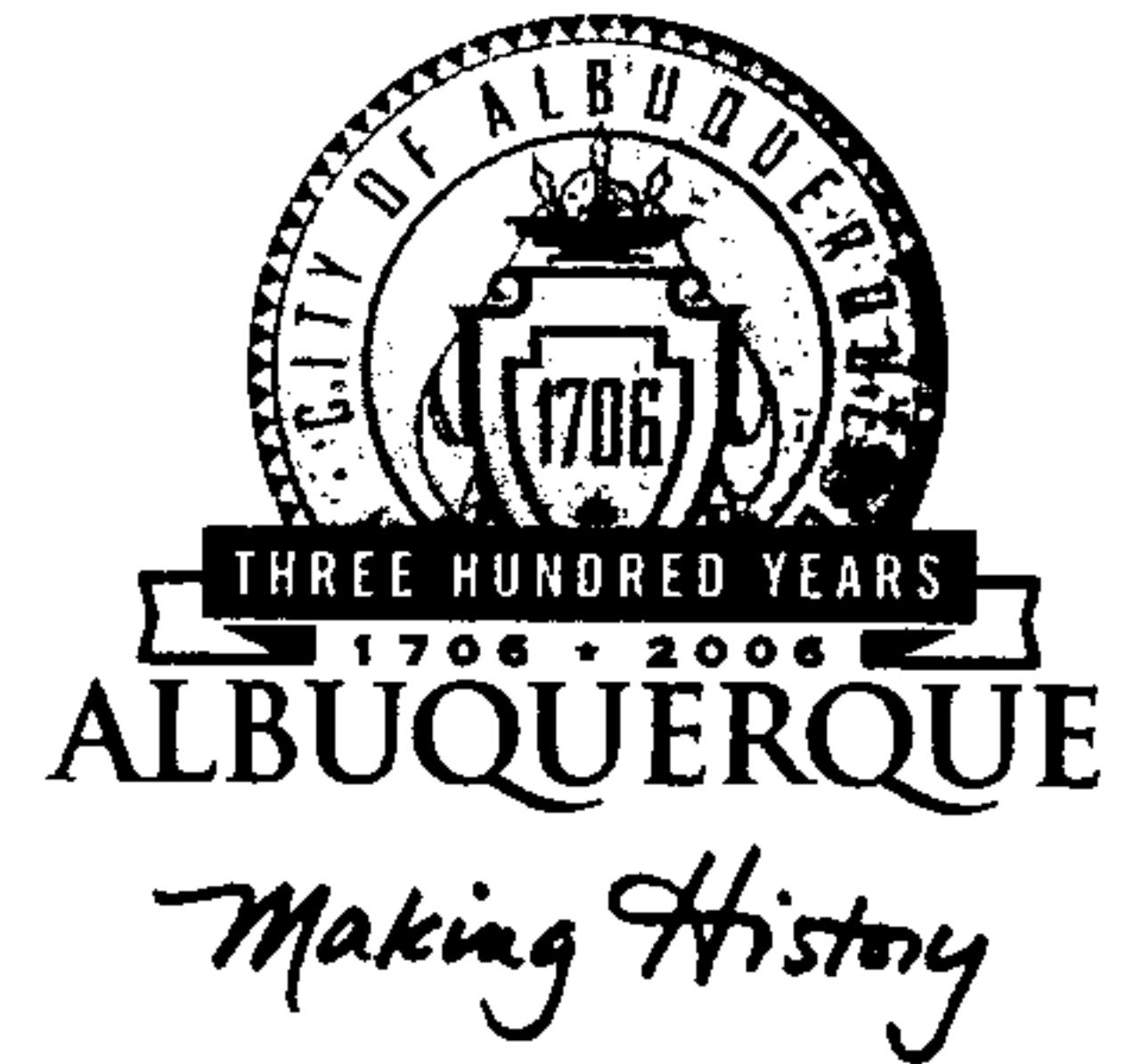
Sincerely,



Arlene V. Portillo
Plan Checker, Planning Dept. - Hydrology
Development and Building Services

C: Phyllis Villanueva
 Joe Baxter
 File

CITY OF ALBUQUERQUE



March 18, 2005

Michael Yost, P.E.
Olsson Associates
143 Union Blvd. Suite 700
Lakewood, CO 80228

**Re: Starbucks at San Mateo and Pan American, 6828 San Mateo Blvd NE,
Grading and Drainage Plan
Engineer's Stamp dated 2-28-05 (E18-D58)**

Dear Mr. Yost,

Based upon the information provided in your submittal received 2-26-05, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

If you have any questions, you can contact me at 924-3981.

Sincerely,

Kristal D. Metro
Engineering Associate, Planning Dept.
Development and Building Services

C: File

DRAINAGE CERTIFICATION WITH VERIFICATION BY ENGINEER OF RECORD

DRAINAGE CERTIFICATION

I, MICHAEL YOST, NMPE 9665, OF THE FIRM OLSSON ASSOCIATES,
HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED
AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN
ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED
2/28/05. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL
DESIGN DOCUMENT HAS BEEN OBTAINED BY ME OR UNDER MY DIRECT
SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN
SUPPORT OF A REQUEST FOR CERT. OF OCCUPANCY.

(DESCRIBE ANY EXCEPTIONS AND/OR QUALIFICATIONS HERE IN A
SEPARATE PARAGRAPH) - NONE

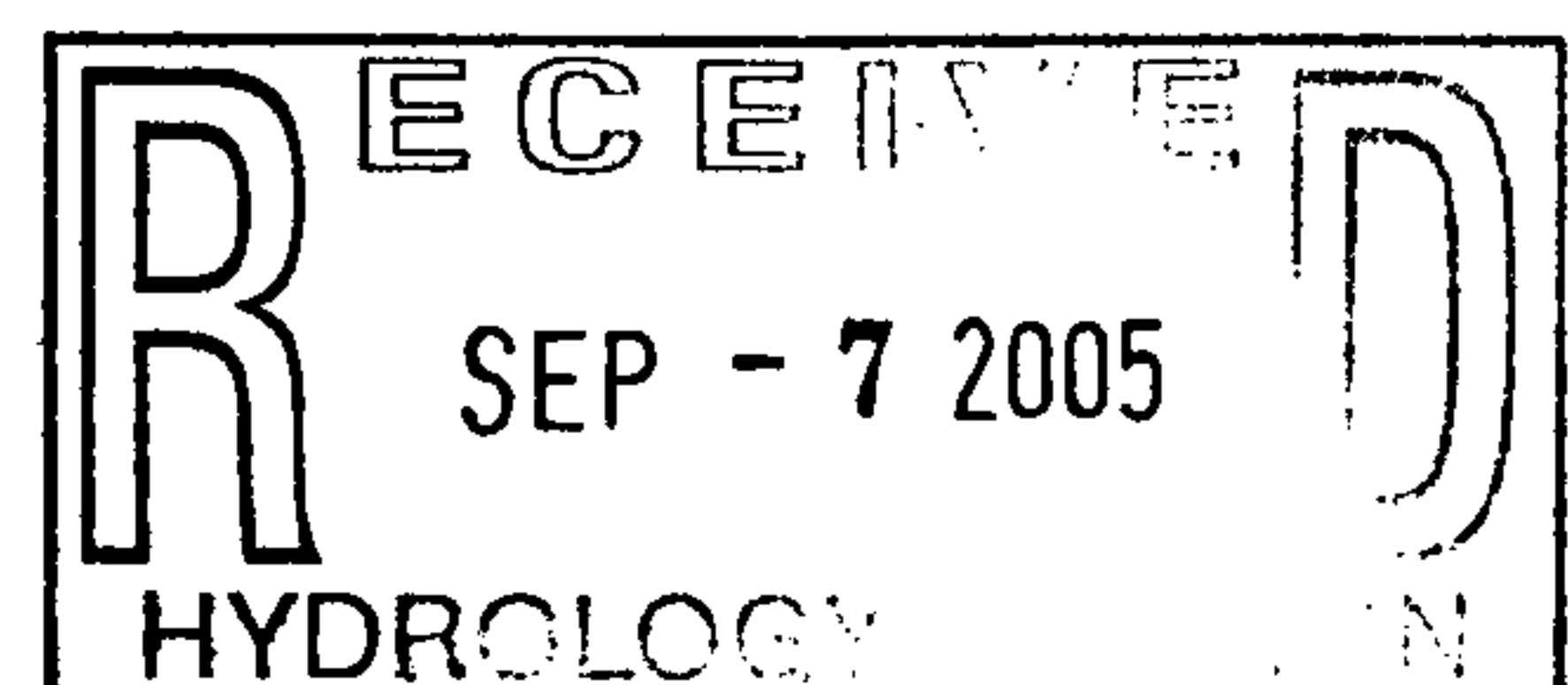
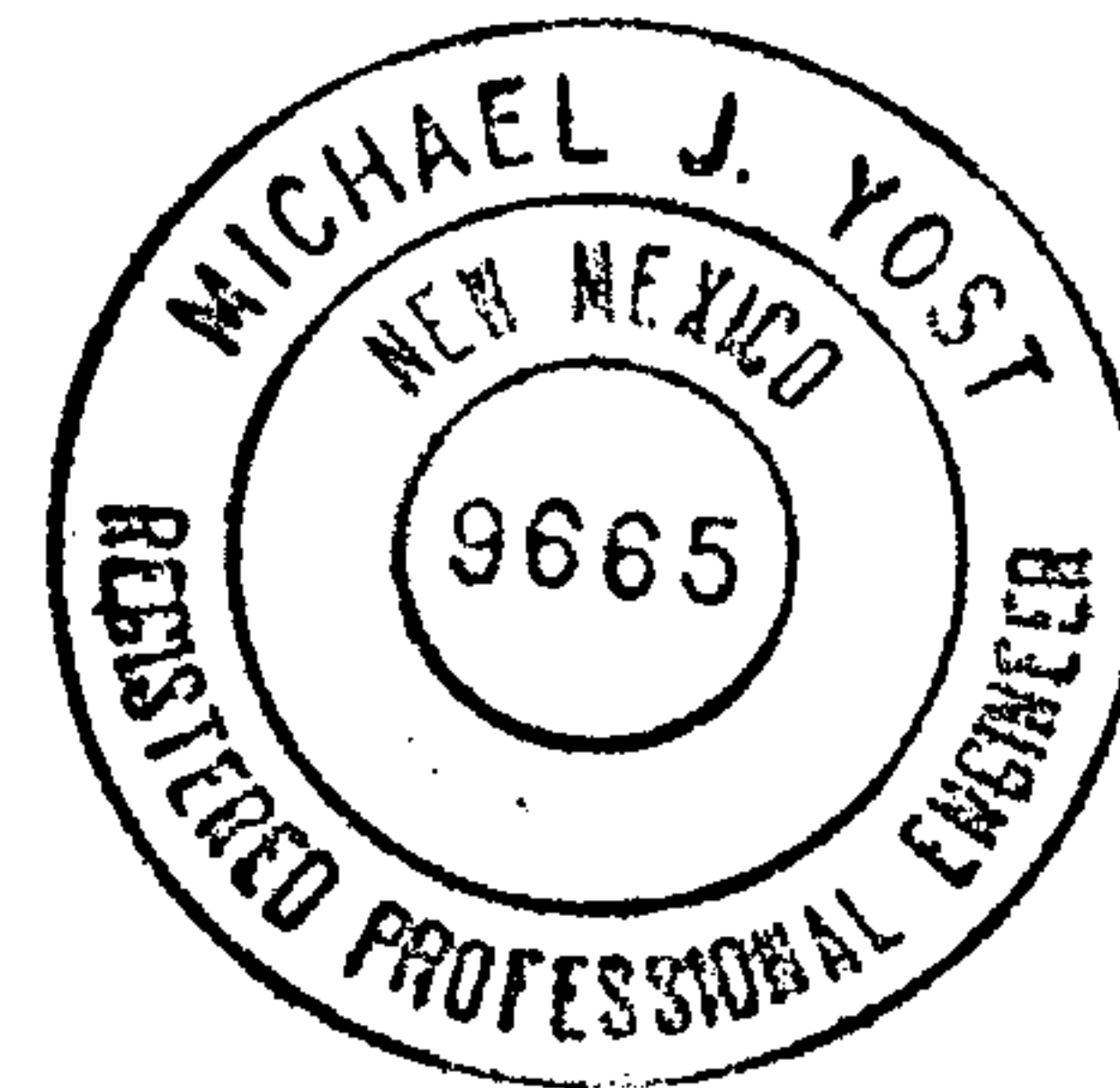
(DESCRIBE ANY DEFICIENCIES AND/OR REQUIRED CORRECTIONS HERE IN
A SEPARATE PARAGRAPH) - NONE

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY
COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE
OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE
RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN
INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR
ANY OTHER PURPOSE.

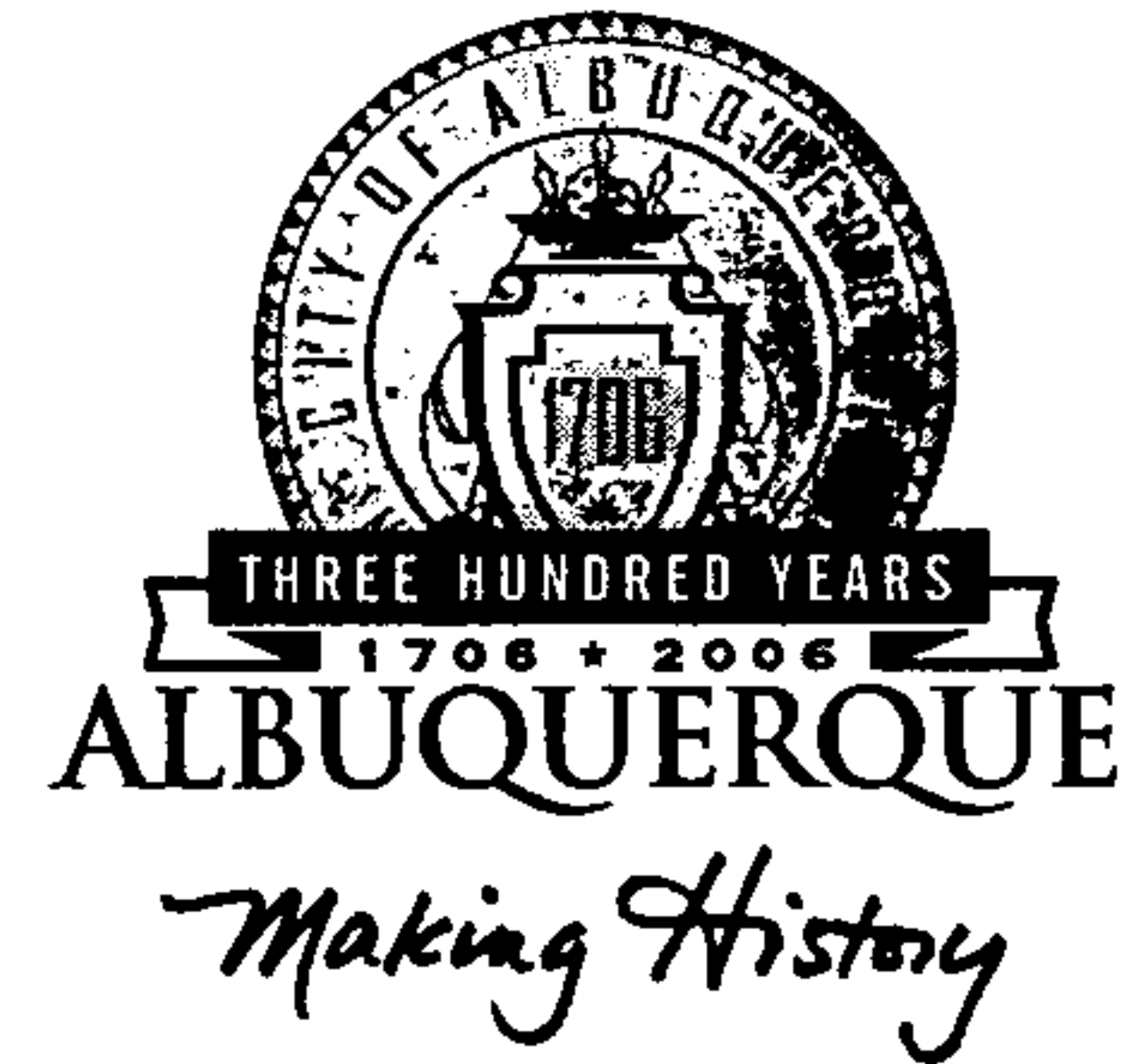
Michael J. Yost
Michael J. Yost, NMPE 9665

9/6/05
Date

(SEAL)



CITY OF ALBUQUERQUE



**Planning Department
Transportation Development Services Section**

September 9, 2005

George Rainhardt, AIA
**GEORGE RAINHARD, ARCHITECT
AND ASSOCIATES, P.C.**
2325 San Pedro Dr. NE
Suite 2-B
Albuquerque, NM 87110

Re: Approval of Temporary Certificate of Occupancy (C.O.) for
Starbucks @ San Mateo & Pan American, [E-18/D58]
5828 San Mateo Blvd. NE
Architect's Stamp Dated 09/02/2005

Dear Mr. Rainhart:

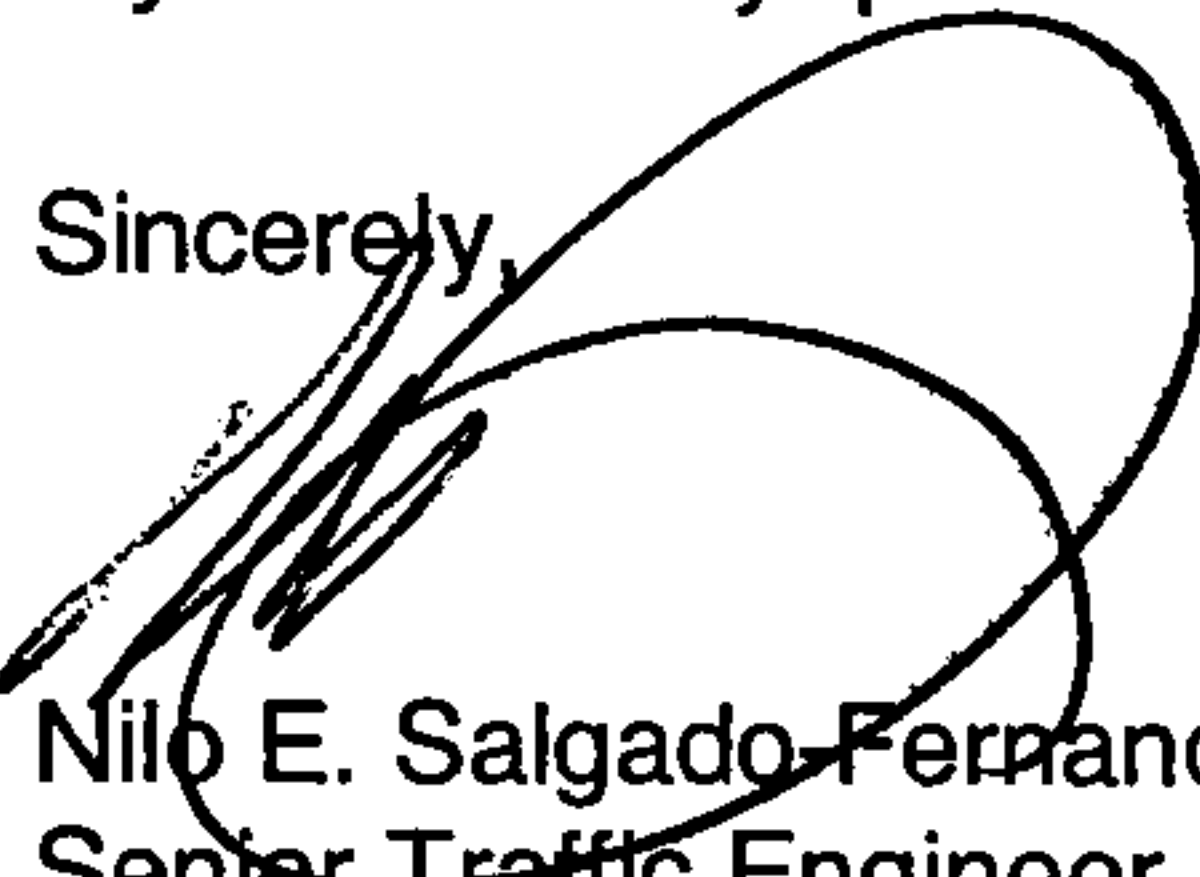
P.O. Box 12933
Based on the information provided on your submittal dated September 9, 2005, the above referenced project is approved for a 30-day Temporary C.O.

Albuquerque
A Temporary C.O. has been issued allowing the outstanding issues to be completed within this time period. When these remaining issues have been fully completed and are in substantial compliance, resubmit to the City's Hydrology office for approval of a Permanent C.O.

New Mexico 87109
The Certification package for Final C.O. must include an exact copy of the approved TCL, or signed off D.R.B. Site Plan, which is in each of the two City Permit Plan Sets—the contractor's City field set and the City's plan set in the basement of the Plaza Del Sol building. Package also must include a letter of certification on designer's letterhead- stamped with his seal, signed, and dated. Submit package along with fully completed Drainage Information Sheet to front counter personnel for log in and evaluation by Transportation.
www.cabq.gov

If you have any questions, please call me at 924-3630.

Sincerely,



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

c: Architect
Hydrology file
C.O. Clerk

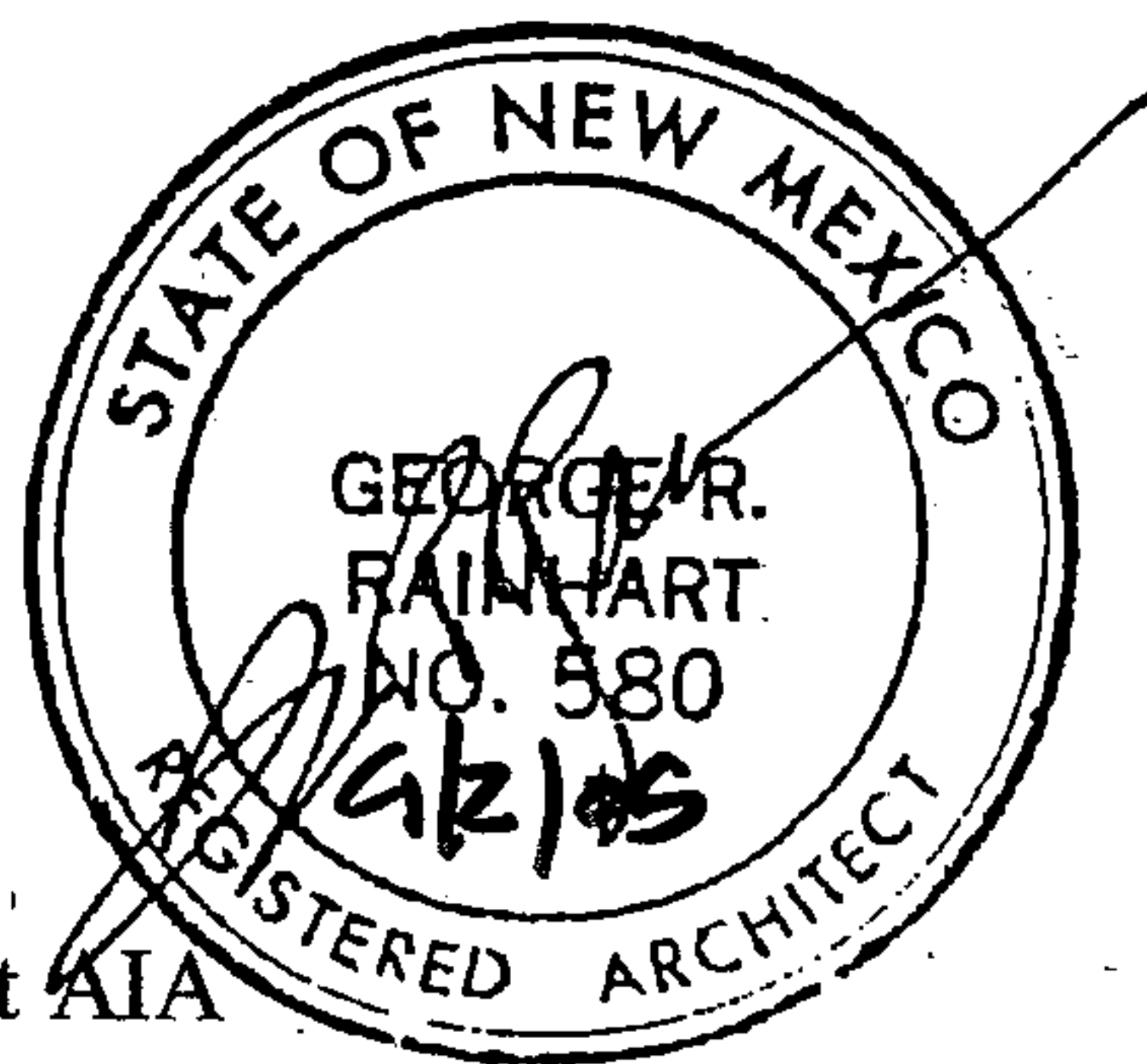
Nilo Salgado-Fernandez P.E
City of Albuquerque
Planning department
600 2nd St. N.W
Albuquerque N.M 87102

Re: SITEPLAN APPROVAL FOR CERT. OF OCCUPANCY(FINAL)
STARBUCKS AT SAN MATEO/I-25

Nilo:

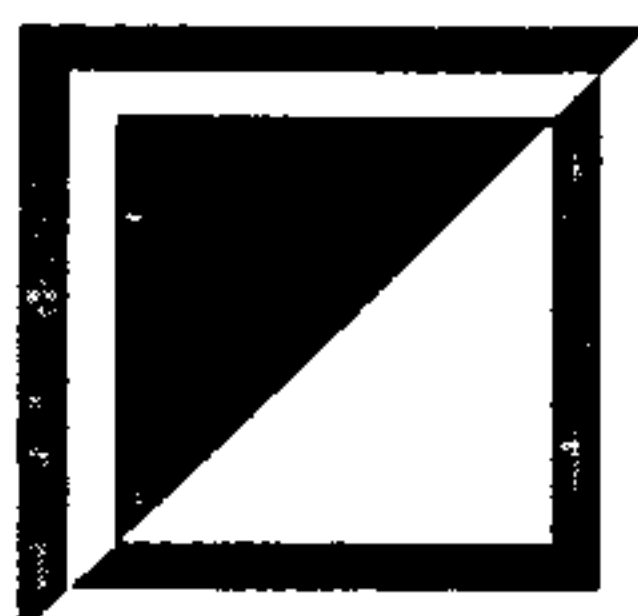
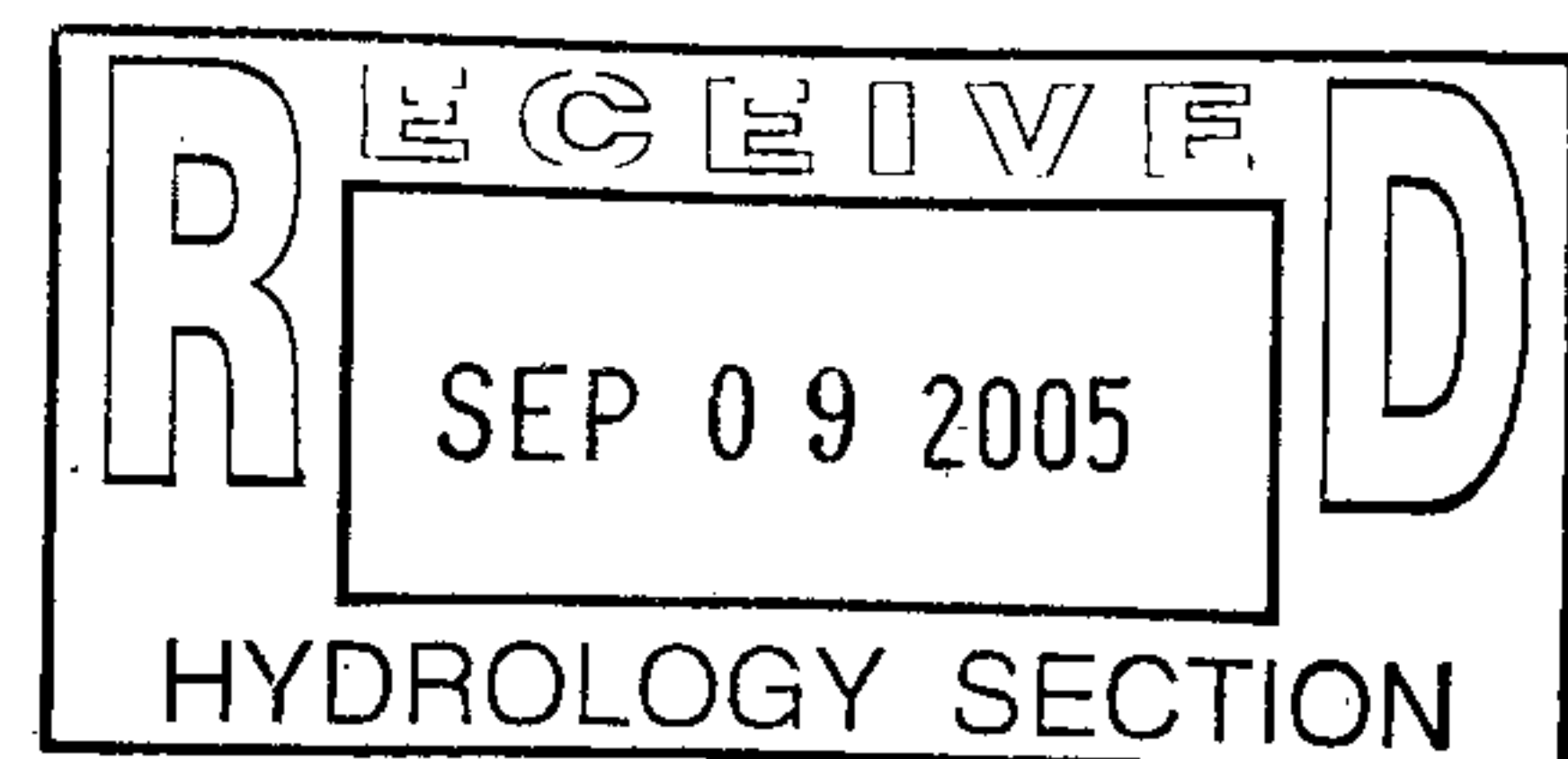
The above referenced project is constructed within substantial compliance of the standards set forth on the approved Development Review Plan dated 6-20-05

Sincerely



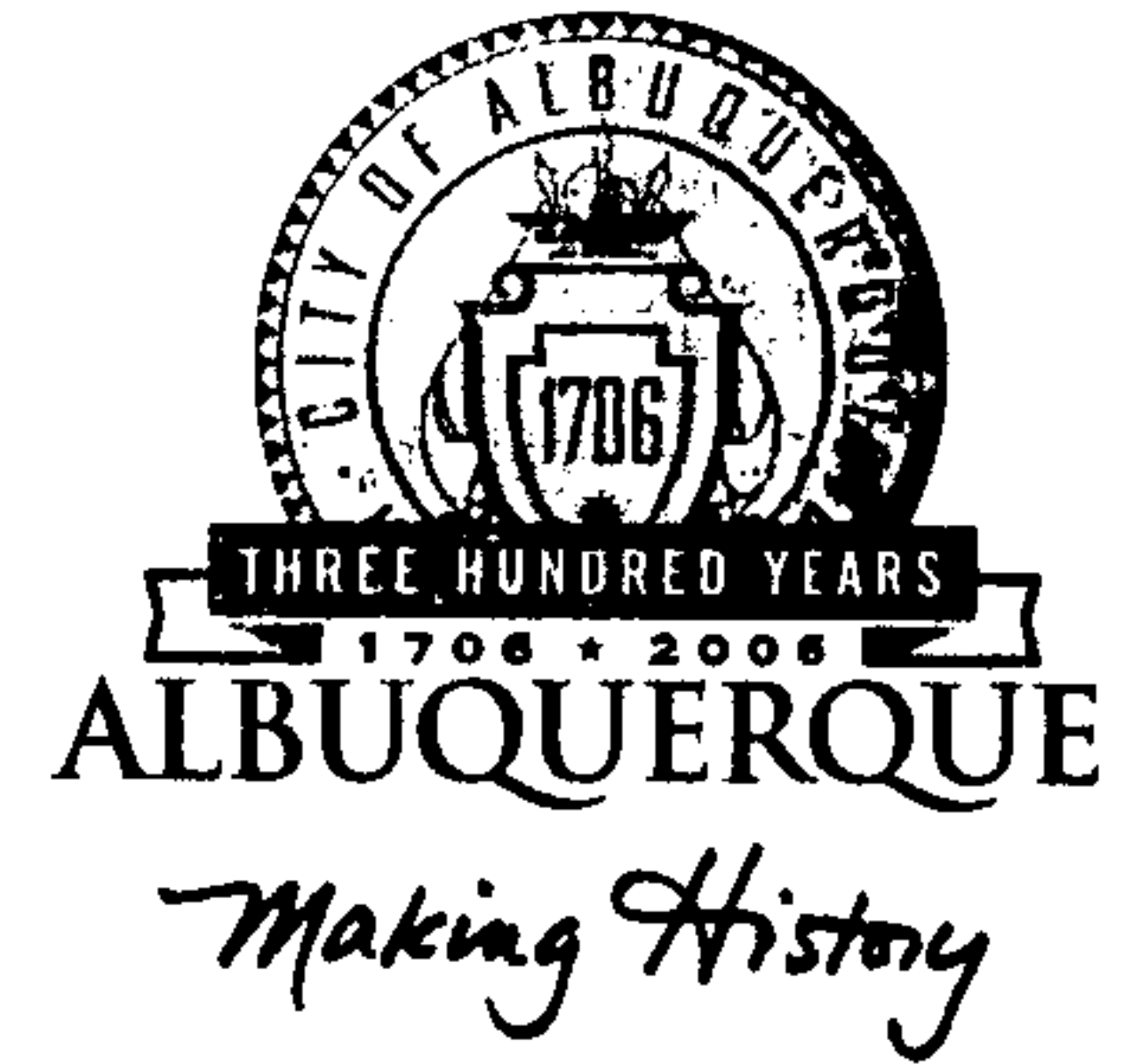
George Rainhart AIA

George Rainhart, Architect and Associates P.C



GEORGE RAINHART, ARCHITECT & ASSOCIATES P.C.
2325 SAN PEDRO NE SUITE 2-B ■ ALBUQUERQUE, NEW MEXICO 87110
PHONE: 505-884-9110 ■ FAX: 505-837-9877 ■ Email: graa@gra-arch.com

CITY OF ALBUQUERQUE



March 3, 2005

Michael J. Yost, P.E.
Olsson Associates
143 Union Boulevard, Suite 700
Lakewood, CO 80228

Re: Starbucks, 6828 San Mateo Blvd NE, Traffic Circulation Layout
Architect's Stamp dated 2-28-05 (E-18/D58)

Dear Mr. Yost,

The TCL submittal received 3-2-05 is approved for Building Permit. The plan is stamped and signed as approved. A copy of this plan will be needed for each of the building permit plans. Please keep the original to be used for certification of the site for final C.O. for Transportation.

If a temporary CO is needed, a copy of the original TCL that was stamped as approved by the City will be needed. This plan must include a statement that identifies the outstanding items that need to be constructed or the items that have not been built in "substantial compliance," as well as the signed and dated stamp of a NM registered architect or engineer. Submit this TCL with a completed Drainage and Transportation Information Sheet to Hydrology at the Development Services Center of Plaza Del Sol Building.

When the site is completed and a final C.O. is requested, use the original City stamped approved TCL for certification. A NM registered architect or engineer must stamp, sign, and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification TCL with a completed Drainage and Transportation Information Sheet to Hydrology at the Development Services Center of Plaza Del Sol Building.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3306.

Sincerely,

Wilfred Gallegos, PE
Traffic Engineer, Planning Dept.
Development and Building Services

cc: file

#13

Docum. to: Albuquerque Title 125342TS

1028

EASEMENT AGREEMENT

94070757

This Easement Agreement is by and among Rio Grande Oil Company, a New Mexico corporation ("Rio Grande"), whose address is P.O. Box 25564, 2012 Seventh Street, N.W., Albuquerque, New Mexico 87125, Lawrence H. Miller and wife, Karen G. Miller, as joint tenants with rights of survivorship (collectively, "Miller"), whose address is 5800 South State Street, Murray, Utah 84107, and Taco Cabana of New Mexico, Inc., a New Mexico corporation ("Taco Cabana"), whose address is 8001 Montana, El Paso, Texas 79925.

WHEREAS, Rio Grande owns the real property more particularly described on Exhibit A attached hereto and made a part hereof ("Rio Grande Property"), and Miller own the real property more particularly described on Exhibit B attached hereto and made a part hereof ("Taco Cabana Property"), which Taco Cabana has contracted to buy; and

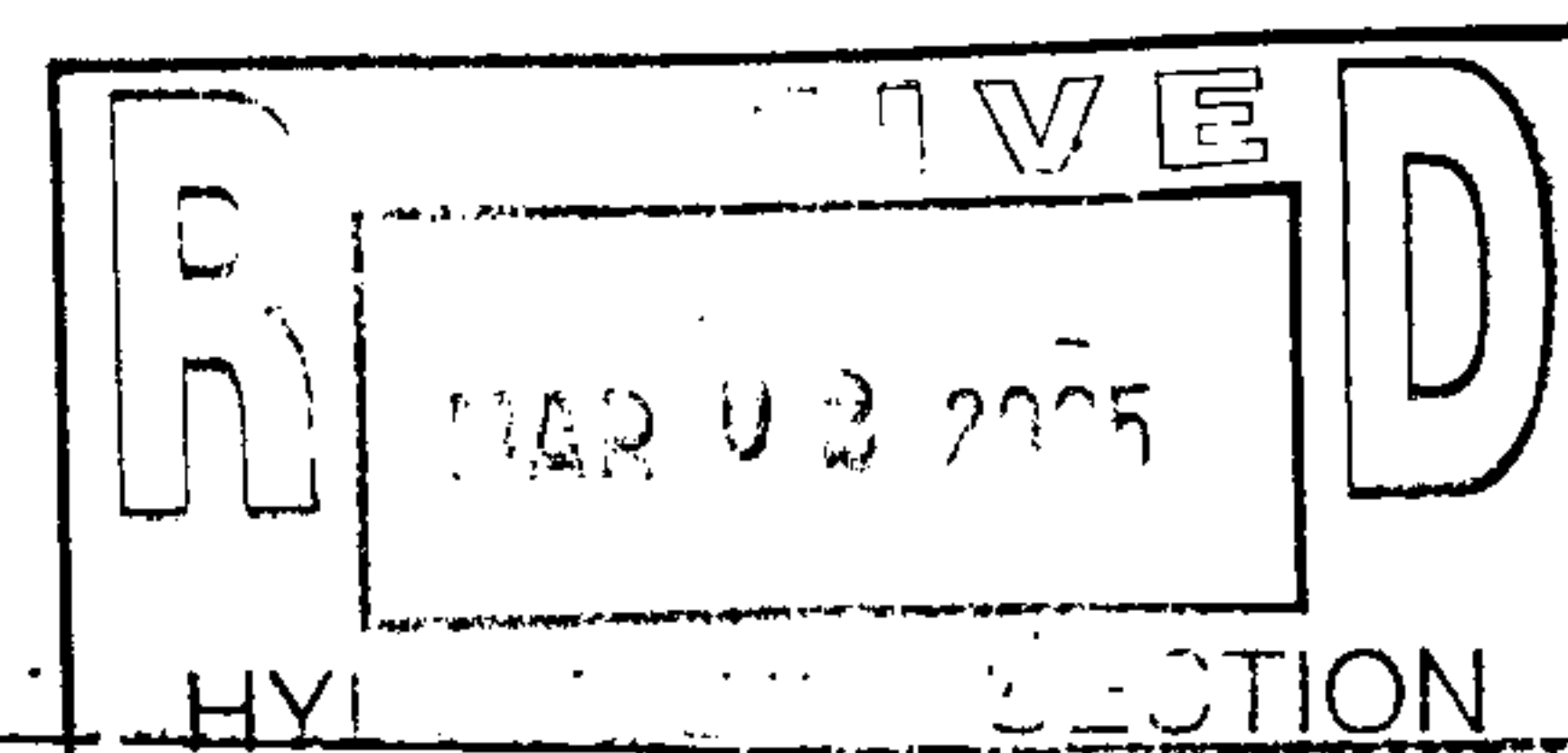
WHEREAS, Rio Grande, Miller and Taco Cabana have agreed to grant each other certain easement rights in and to a certain driveway which will provide access to and from San Mateo Boulevard to and from the Rio Grande Property and the Taco Cabana Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the mutual covenants and agreements herein contained, Rio Grande, Miller and Taco Cabana hereby grant, sell, convey, covenant, stipulate and agree as follows:

1. Rio Grande hereby grants, sells and conveys unto Miller and Taco Cabana an easement for automobile, truck, motorcycle, bicycle, scooter and other vehicle (motorized or not) and pedestrian ingress and egress, appurtenant to the Taco Cabana Property, over and upon the portion of the Rio Grande Property more particularly described on Exhibit C attached hereto and made a part hereof ("Rio Grande Driveway Area"). The Rio Grande Driveway Area is also generally shown on Exhibit E attached hereto and made a part hereof.

2. Miller and Taco Cabana hereby grant, sell and convey unto Rio Grande an easement for automobile, truck, motorcycle, bicycle, scooter and other vehicle (motorized or not) and pedestrian ingress and egress, appurtenant to the Rio Grande Property, over and upon the portion of the Taco Cabana Property more particularly described on Exhibit D attached hereto and made a part hereof ("Taco Cabana Driveway Area"). The Taco Cabana Driveway Area is also generally shown on Exhibit E attached hereto and made part hereof. Additionally, Miller and Taco Cabana hereby grant, sell and convey unto Rio Grande an easement for parking in any of the striped parking spaces in the Taco Cabana Driveway Area, as such spaces may be changed by Taco Cabana from time to time.

01177-010007211923 1/2



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6. The easements, rights and privileges granted herein are non-exclusive, and Rio Grande and Taco Cabana reserve and retain the right to use and to convey similar rights, privileges and easements to such other persons and entities as either Taco Cabana or Rio Grande may deem proper so long as such grants do not unreasonably interfere with the rights granted hereby. However, the easements granted herein are private easements and are not intended or designated for the use or benefit of the general public, and nothing herein contained shall be construed or deemed to be a dedication of any easement to or for the use of the general public.

7. The easements, rights and privileges granted herein may not be amended or terminated except by the execution and recordation of an agreement amending or terminating said easements, rights and privileges; said amendment or termination agreement to be effective only if executed by all of the then record fee simple owner or owners (as shown by the Deed Records of Bernalillo County, New Mexico at the time of the filing of such instrument) of the Rio Grande Property and the Taco Cabana Property. Any purported attempt to amend or terminate the easements, rights and privileges granted herein otherwise than by such a recorded instrument in writing shall have no effect and be null and void.

8. The easements, rights and privileges set forth herein shall run with the Taco Cabana Property and the Rio Grande Property respectively and may be used and enjoyed by the owners, officers, agents, employees, customers, licensees, invitees, guests, tenants, successors, heirs, assigns, subtenants, contractors, representatives, concessionaires and mortgagees in possession of the Rio Grande Property and the Taco Cabana Property respectively. The easements are appurtenant easements and not easements in gross.

9. Inasmuch as the enforcement of the easements, rights and privileges pertaining thereto is essential for the continued protection of all present and future owners of all or any portion of the Rio Grande Property and the Taco Cabana Property, it is hereby acknowledged that any breach of the easements, rights and/or privileges pertaining thereto cannot be adequately compensated by recovery of damages and that the parties hereto may require, in addition to all other remedies, and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened violation or breach of the easements, rights and privileges set forth herein. Furthermore, if either party defaults in its obligations hereunder for more than 30 days after notice in writing is mailed by certified mail, return receipt requested, to the defaulting party at the address set forth above (which may be changed at any time by written notice to the other party), the nondefaulting party is hereby granted the right and privilege (but with no obligation) to satisfy said obligations and to be reimbursed by the defaulting party upon demand. Additionally, if either party hereto must enforce or defend its rights hereunder by employing an attorney, the reasonable attorneys' fees incurred by

1031

the prevailing party in any litigation shall be reimbursed by the non-prevailing party.

10. The following general provisions shall govern the terms of this Easement Agreement:

(a) If any term or provision hereof is void, illegal or unenforceable, said voidness, illegality or unenforceability shall not affect or impair the remaining terms and provisions hereof which shall be enforced as if said void, illegal or unenforceable term or provision was not set forth herein.

(b) The terms and provisions hereof shall bind and inure to the benefit of all persons and entities with any right, title or interest now or hereafter in and to the Taco Cabana Property, the Rio Grande Property or any part thereof. Otherwise, there are no third party beneficiaries to this Easement Agreement.

EXECUTED as of the 5th day of May, 1994

RIO GRANDE OIL COMPANY

By: [Signature]
Name: Jerry Steele
Title: President

RIO GRANDE

TACO CABANA OF NEW MEXICO, INC.

By: [Signature]
Name: Malvin Sloan
Title: President

TACO CABANA

[Signature]
LAWRENCE H. MILLER

[Signature]
KAREN G. MILLER

MILLER

1032

STATE OF New Mexico
 COUNTY OF Serrano

ss.

The foregoing instrument was acknowledged before me this 5th
 day of May, 1994, by Gary Steele
President of Rio Grande Oil Company, a New Mexico
 corporation, on behalf of said corporation.

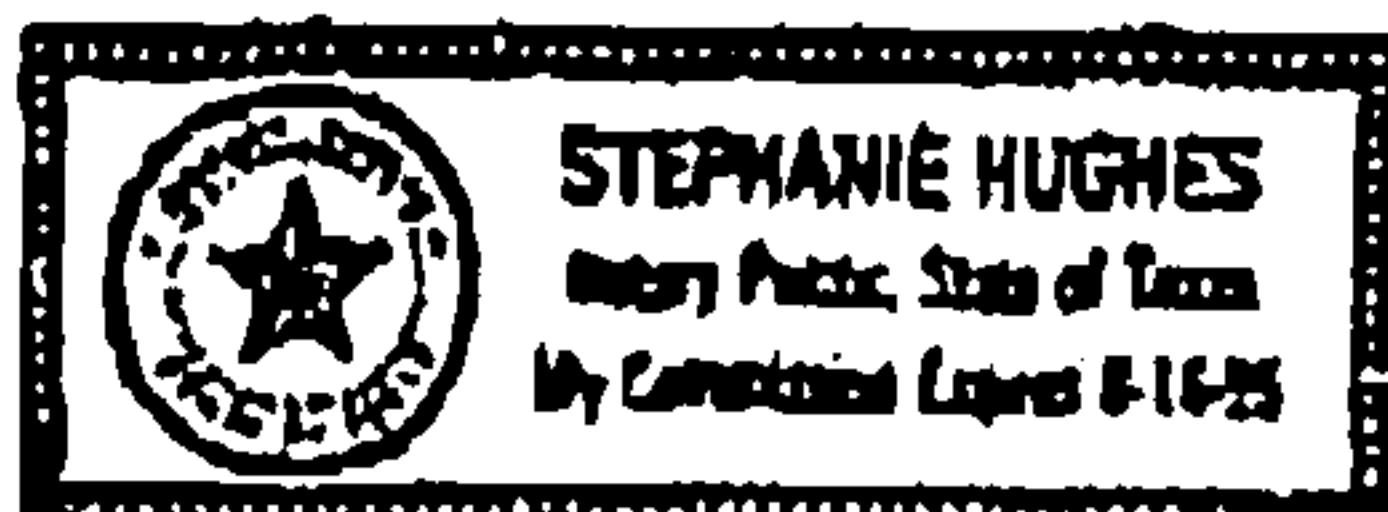
Julius A. Warden
 Notary Public

My commission expires: 7/22/97

STATE OF Texas
 COUNTY OF El Paso

ss.

The foregoing instrument was acknowledged before me this
25th day of May, 1994, by Mel Sloan
President of TACO CABANA OF NEW MEXICO, INC., a New
 Mexico corporation, on behalf of said corporation.



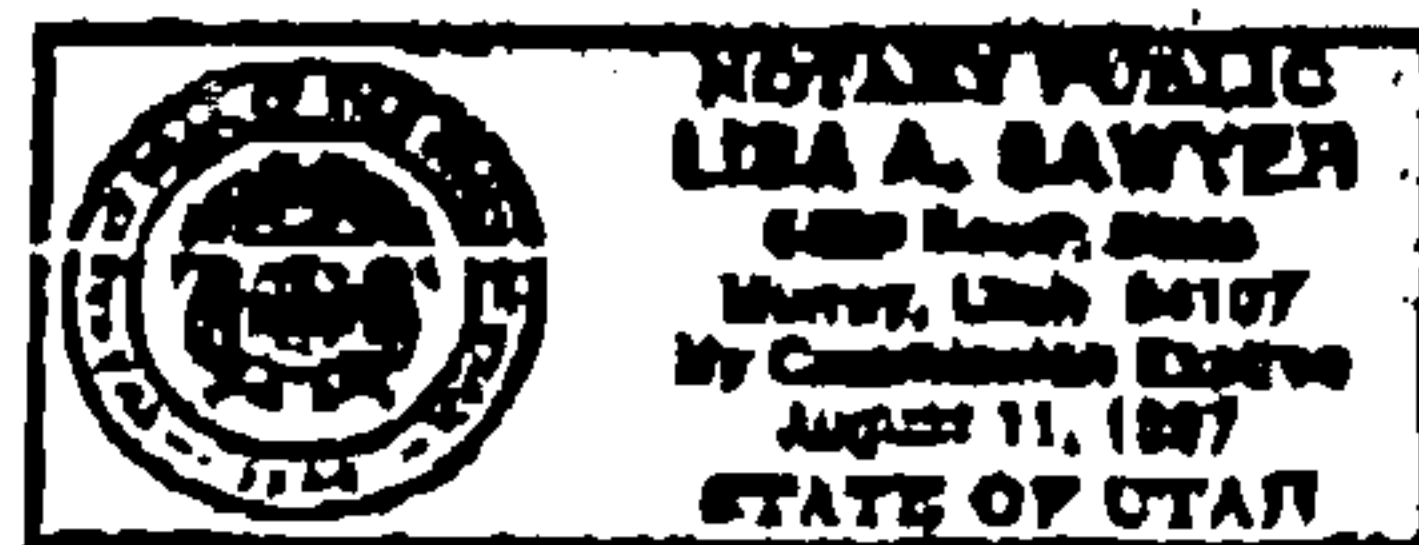
Stephanie Hughes
 Notary Public

My commission expires: 8-16-95

STATE OF Utah
 COUNTY OF San Lake

ss.

The foregoing instrument was acknowledged before me on
May 16th, 1994, by LAWRENCE H. MILLER.



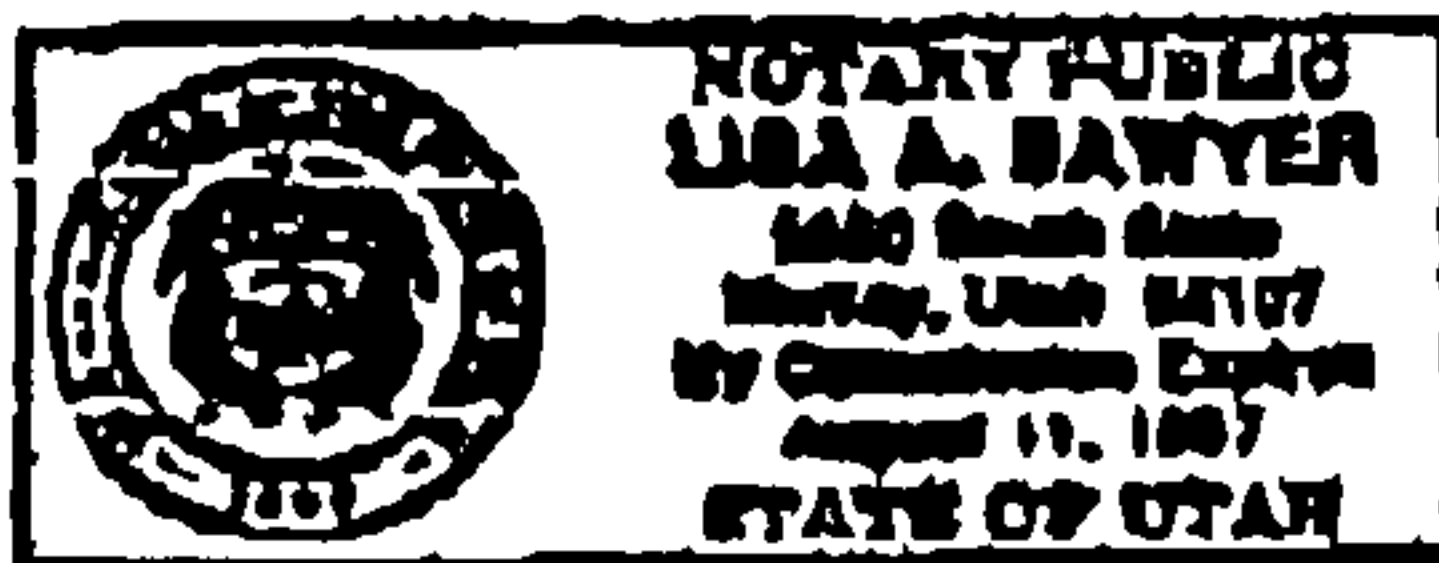
Lisa A. Sawyer
 Notary Public

My commission expires: 8-11-97

1033

STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me on
May 16th, 1994, by KAREN G. MILLER.



Lisa A. Sawyer
Notary Public

My commission expires: 8-11-97

1036

EXHIBIT A

Portion of land within Sections 25 and 26, Township 11 North, Range 3 East, N.M.P.M., within the Elena Gallegos Grant, Bernalillo County, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 1, 1965:

Being more particularly described by notes and bounds survey as follows:

BEGINNING, for a tie at the corner common to Sections 25, 26, 35 and 36, Township 11 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico; said Section Corner being within the right-of-way of San Mateo Boulevard NE, from which the closing corner for said Sections 35 and 36 on the south boundary of the Elena Gallegos Grant bears S. 00 deg. 01' 50" W., 4011.07 feet distance; thence, S. 89 deg. 46' 20" E. 73.43 feet distance along the line common to said Sections 25 and 36 to a point on the easterly right-of-way line of San Mateo Boulevard NE; thence along said easterly right-of-way line of San Mateo Boulevard NE as follows: N. 00 deg. 04' E., 1501.88 feet distance to an angle point therein; thence, N. 00 deg. 06' 40" E. 60.64 feet distance to a point of curve therein; thence, northwesterly, 234.58 feet distance along the arc of a curve bearing to the left having a radius of 1507.40 feet and a chord which bears N. 04 deg. 20' 50" W., 234.33 feet to a point on curve; thence northwesterly, 230.20 feet distance along the arc of a curve bearing to the left having a radius of 1507.40 feet and a chord which bears N. 13 deg. 10' 58" W. 229.94 feet to a point on curve being the most southerly and true beginning corner of the parcel herein described; thence,

Northwesterly, 160.00 feet distance along the arc of a curve bearing to the left having a radius of 1507.40 feet and a chord which bears N. 20 deg. 35' 30" W., 169.94 feet continuing along said Easterly right-of-way line of San Mateo Boulevard NE to its intersection with the Southeastern right-of-way line of a frontage road for New Mexico State Road No. 422, a point on curve being common to the most Northwesterly corner of the parcel herein described; thence,

Northwesterly 71.67 feet distance along the arc of a curve bearing to the left having a radius of 250.00 feet and a chord which bears N. 47 deg. 04' 20" E., 71.42 feet along said Southeastern right-of-way line of a frontage road for New Mexico State Road No. 422 to a point on curve; thence,

Northeasterly, 111.73 feet distance along the arc of a curve bearing to the left having a radius of 250.00 feet and a chord which bears N. 26 deg. 02' 54" E., 110.81 feet continuing along said Southeastern right-of-way line of a frontage road for New Mexico State Road No. 422 to the most Northerly corner of the parcel herein described; thence,

S. 51 deg. 25' 13" E., 192.26 feet distance to the most Easterly corner of the parcel herein described; thence, S. 47 deg. 35' 50" W., 264.01 feet distance to the most Southerly and true beginning corner of the parcel herein described, and containing 34.774 square feet or 0.798 acre, more or less;

This being the same property conveyed to Brantar from John L. Rust, et ux, by Deed dated March 3, 1966, recorded in the office of the Clerk and Recorder in Volume D 798, Folio 603-604, Bernalillo County, New Mexico.

1035

EXHIBIT B

Tract lettered A-2-B of the Rust Addition, an addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the summary plat showing division of Tract A-2 of the Rust Addition filed in the office of the County Clerk of Bernalillo County, New Mexico on May 12, 1973.

1036

EXHIBIT C

Property situate within the Elena Gallegos Grant, Projected Section 25, Township 11 North, Range 3 East, New Mexico principal meridian being within Tract A2-B, Rust Addition as the same is shown and designated on said plat filed for record in the Office of the County Clerk of Bernalillo County, New Mexico on November 1, 1965 in Volume C6, Folio 92 and further being within the City of Albuquerque, Bernalillo County, New Mexico and being more particularly described as follows:

Beginning at the southwest corner of the herein described easement, said point being the southwest corner of portion of land of Jack Rust, and further being on the easterly right-of-way line of San Mateo Boulevard NE from whence the Albuquerque Control Survey Monument "1-E18A" bears S 36° 39' 02" E, 1591.02 feet;

Thence along said right-of-way line 36.92 feet along a curve to the left whose radius is 1507.40 feet through a central angle to 01° 24' 12" and whose long chord bears N 18° 08' 15" W, 36.92 feet to the northwest corner, said point being a point on curve;

Thence leaving said right-of-way line N 59° 03' 25" E, 171.25 feet to the northeast corner, said point being on the southerly line of said portion of land of Jack Rust;

Thence along said southerly line S 47° 42' 44" W, 183.01 feet to the Point of Beginning and containing 0.0707 acres (3,080 square feet), more or less.

1037

EXHIBIT D

Property situate within the Elena Gallegos Grant, Projected Section 25, Township 11 North, Range 1 East, New Mexico principal meridian being within Tract A2-B, Rust Addition as the same is shown and designated on said plat filed for record in the Office of the County Clerk of Bernalillo County, New Mexico on May 12, 1978 in Volume C13, Folio 92 and further being within the City of Albuquerque, Bernalillo County, New Mexico and being more particularly described as follows:

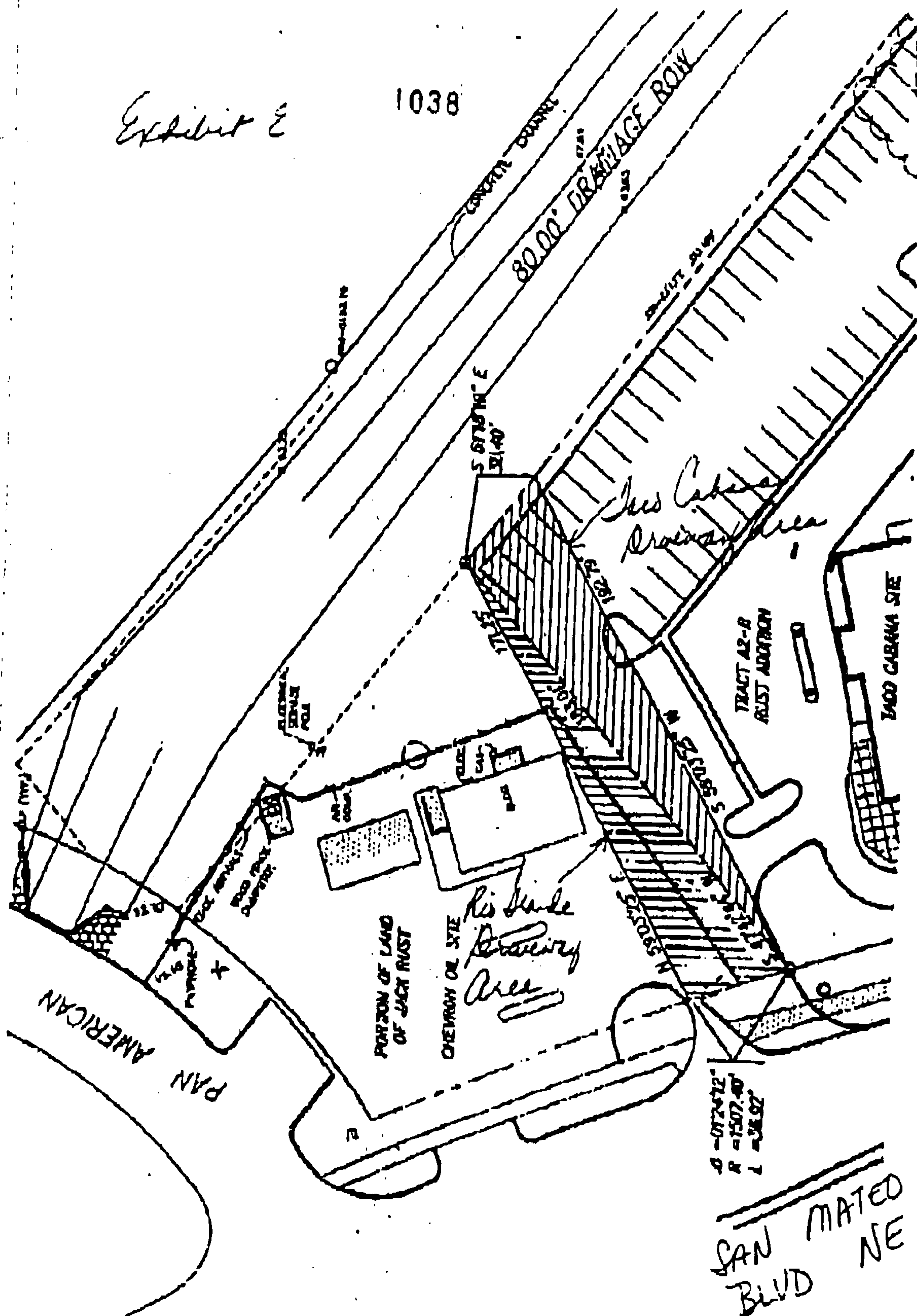
Beginning at the northwest corner of the herein described easement, said point being the southwest corner of portion of land of Jack Rust as the same is shown and designated on said plat filed for record in the Office of the County Clerk of Bernalillo County, New Mexico on November 1, 1965 in Volume C6, Folio 92, and further being on the easterly right-of-way line of San Mateo Boulevard NE from whence the Albuquerque Control Survey Monument "1-E18A" bears S 36° 39' 02" E, 1591.02 feet;

Thence leaving said right-of-way along the southerly line of said portion of land of Jack Rust N 47° 42' 44" E, 183.01 feet to the northeast corner;

Thence leaving said southerly line S 51° 18' 19" E, 38.40 feet to the southeast corner;

Thence S 59° 03' 25" W, 192.79 feet to the Point of Beginning and containing 0.0797 acres (3,470 square feet), more or less.

1038



After recording return to:

Ms. Taffy Bagley

KEMP, SMITH, DUNCAN & HAMMOND, P.C.
2000 STATE NATIONAL PLAZA
EL PASO, TEXAS 79901-1431

1039

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

94 MAY 31 AM 11:36

94-17-1028-
JUDY D. WOODWARD
39. Clerk RECORDED
J. Gorman