

City of Albuquerque

December 20, 1999

Fred C. Arfman, P.E.
Isaacson & Arfman, P.A.
128 Monroe St. NE
Albuquerque, New Mexico 87108

RE: Grading and Drainage Plan for Dickey's Barbecue (F16/D19) Submitted for Grading Permit and Building Permit Approval, Engineer's Stamp Dated 11/19/99.

Dear Mr. Arfman:

Based on the information provided, the above referenced Grading and Drainage Plan, along with the supplemental information received on June 11, 1999, is approved for Grading Permit and Building Permit release.

As you are aware, the Engineer's Certification is required prior to release of the Certificate of Occupancy for this project. At the time of certification, please provide the As Built finished floor elevation to mean sea level.

If you have any questions, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.

City/County Floodplain Administrator

c: Whitney Reierson, City Hydrology File

DRAINAGE INFORMATION SHEET

FECT DICKEY'S BBQ	ZONE ATLAS/DRNG. F-16/DIC
DRB # EPC # WO	FILE#: RK ORDER #
	· · · · · · · · · · · · · · · · · · ·
LEGAL DESCRIPTION: A portion of the Lands of J	
CITY ADDRESS: PAN AMERICAN FREEWAY	NE
ENGINEERING FIRM: Isaacson & Arfman, P.A.	CONTACT: Melissa Comi
ADDRESS: 128 Monroe Street NE	PHONE: 268-8828
CITY, STATE: Albuquerque, NM	ZIP CODE: 87108
OWNER. Handen Handen and Cantant Tours	
OWNER: Hayden Hayden and Constant Texas ADDRESS: 1008 Partnership Ac circle Ste 100	CONTACT:
CITY, STATE: AUSTIN TX	PHONE:
•	ZIP CODE: 78746
ARCHITECT: <u>de la torre architects</u>	CONTACT: Nick Pirkl
ADDRESS: 7801 Academy Rd, Blds z, Ste	200 PHONE: 828-9611
CITY, STATE: Albuquerque NM	ZIP CODE: 87/09
SURVEYOR: Tony Harris	
ADDRESS:	CONTACT:
CITY, STATE:	ZIP CODE:
CONTRACTOR: NA	
	CONTACT:
ADDRESS:	PHONE:
Clty, State:	ZIP CODE:
TYPE OF SUBILITAL:	ROVAL SOUGHT:
DRAINAGE REFORT SKETCH PLAT	
DRAINAGE PLAN PRELIMINARY	PLAT APPROVAL
	FOR SUB'U. APPROVAL
#DOCION (CONTRO)	FOR BLDG. PERMIT APPROVAL
ENGINEER'S CERTIFICATION ENGINEER'S CERTIFICATION FINAL PLAT A	
• (\1981)	ERMIT APPROVAL
BUILDING PER	MIT APPROVAL
FRE- DESIGN MEETING:	OF OCCUPANCY APPROVAL
YES GRADING FERM	IIT APPROVAL
COPY PROVIDED NOTE: RESUBMITTAL OF) FAVING PERMI COPY PROVIDED APPROVED PHAN OUE 2 S.A.D. DRAIN	
TO SITE LAYOUT DRAINAGE REQ	NGE REPORT W []
	FY) = - 0 2 4000
	DEC 0 1999
HY	DROLOGY SECTION
DATE SUBMITTED: 17.06.79	
BY: TRED C. ARFMAN, P.A.	



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 29, 1999

Fred C. Arfman, P.E.
Isaacson & Arfman, P.A.
128 Monroe St. NE
Albuquerque, New Mexico 87108

RE: Grading and Drainage Plan for Dickey's Barbecue (F16/D19) Submitted for Grading Permit and Building Permit Approval, Engineer's Stamp Dated 5/17/99, Supplemental Information Dated 6/10/99.

Dear Mr. Arfman:

The above referenced Grading and Drainage Plan, along with the supplemental information received on June 11, 1999, is adequate for Grading Permit and Building Permit approval. However, City Transportation has comments regarding the traffic circulation layout (TCL), therefore, the permits may not be released. See attached letter regarding the TCL.

Although the drainage concepts may not change, the Grading and Drainage Plan must be updated to match the revised site plan per the TCL comments. Please resubmit the TCL with the drainage resubmittal. On the updated plan, please revise the Proposed Conditions section per my previous comments.

If you have any questions regarding these comments, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.

City/County Floodplain Administrator

Attachment

c: Whitney Reierson, City Hydrology

File



City of Albuquerque P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 29, 1999

Jorge De La Torre, Reg. Arch. De La Torre Architects North Town Office Park 7801 Academy Rd. NE Building 2, Suite 200 Albuquerque, NM 87109

RE: Traffic Circulation Layout Review for Building Permit

Dickey's Barbecue, Pan American Frwy., N.E., Architect's Stamp dated 4/30/99

Dear Mr. Torre:

The above referenced Traffic Circulation Layout requires modifications to the site plan prior to review for Building Permit. As indicated in red ink on the attached marked-up site plan, the comments are as follow:

- Mailing address is required on the site plan as well as street address.
- Zone Atlas Map number is required on the site plan.
- Stacking lane for the drive-through should be separated from circulation isle with parked vehicles.
- The four parking spaces on the south side of the site could be moved next to the building, so there would not be any conflicts between pedestrian walking from their vehicles to the building and the vehicles exiting the drive-through isle.

The City's Hydrology certificate of Grading and Drainage plan should include Transportation certificate of Traffic Circulation Layout prior to issuance of a Certificate of Occupancy.

Please return the attached marked-up site plan with your next submittal. Review for Building Permit will be done upon receipt of the revised site plan. A copy of the State Permit is also needed before a Building Permit is issued.

Please call me at 924-3993 to set up a meeting to discuss the above issues.

Sincerely,

Afsaneh Yavari Associate Engineer

Attachments

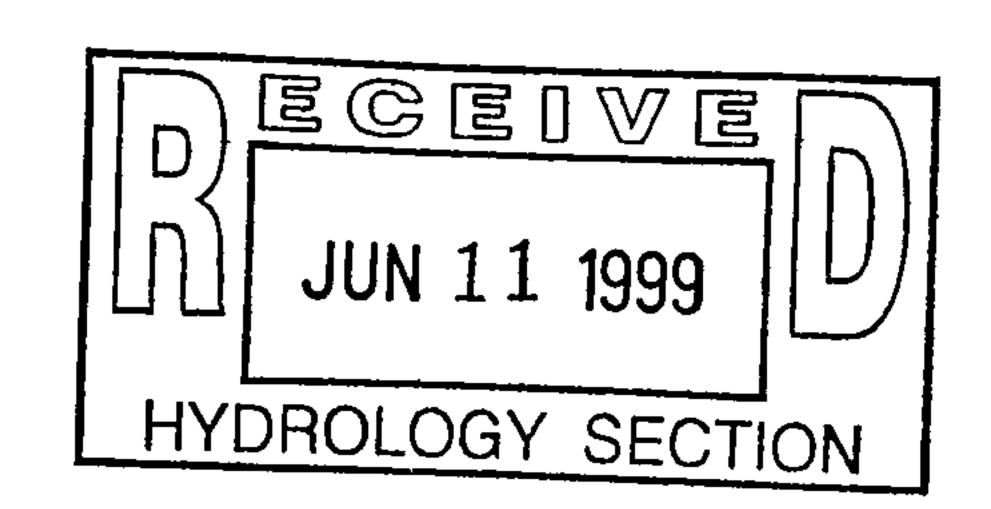
ISAACSON & ARFMAN, P.A.

Consulting Engineering Associates

Thomas O. Isaacson, PE & LS • Fred C. Arfman, PE Scott M. McGee, PE

June 10, 1999

Ms. Susan Calongne, PE
City/County Floodplain Administrator
Hydrology Division
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103



RE: Dickey's Barbecue (F16/D19)

Dear Ms. Calongne:

The following letter is written in response to the comments you provided on 6/9/99 concerning the grading and drainage plan for the above referenced site.

1. The analysis which was previously submitted accounts for the fully developed runoff conditions. The offsite basins which presently contribute to the bar ditch along the I-25 Frontage Road (refer to Exhibit B; 1":500' scale) were calculated for the developed conditions and were approved in the Fuddrucker's Drainage Report (F17/71).

The offsite basin which will contribute to the bar ditch in the interim condition, since its' flows cross the Dickey's site, was only considered in the undeveloped condition (see Exhibit A; 1"-200' scale). These flows will not cross our site in the developed condition because this basin is a portion of a site which has frontage along the AMAFCA North Diversion Channel. This site will be re-graded in the developed condition to have its flows directly enter the Diversion Channel.

2. The offsite basin maps have been revised. The 1":200' map has been labeled Exhibit A and the 1":500' map, Exhibit B. Exhibit B (1":500' map) is a copy of the offsite drainage basin map as approved in the Fuddrucker's Drainage Report (D17/71). The pink and blue shaded areas are the basins which contributed to the I-25 Frontage Road bar ditch at the time of Fuddrucker's approval. The flow arrows as included on this map have been traced over to make them more visible. Exhibit A (1":200' map) was included to show

Ms. Susan Calongne, PE June 10, 1999 Page 2

the contributing offsite areas which will be allowed to cross the Dickey's Barbecue site. The portion of Fuddrucker's which can be seen on this map has been labeled.

An additional exhibit, C, has been added as an overall map of the contributing basins to the bar ditch upon development of our site. This map shows the previously accounted for flows (report D17/71) in pink and the proposed flows in yellow.

3. A cross-section and capacity calculations for the bar ditch are attached for your review. It does fall within the highway department right-of-way.

The runoff from the 100-year flows will overflow the trench drain, but will be contained within a dip section located at the entrance of Dickey's Barbecue. This solution is necessary because the placement of a culvert under the entrance would require the grades to be raised up to an elevation which makes the site impossible to drain. A calculation showing the dip section capacity has also been attached for your review.

- 4. The existing basin boundary between the north and south basins has been added to Exhibit A.
- 5. The site and landscape plan have been attached for TCL review.

If you have any further questions, please call me at 268-8828.

Respectfully yours,

ISAACSON & ARFMAN, P.A.

Melissa Combs

Melissa Combs

MC/rtl

Attachments

DRAINAGE INFORMATION SHEET

Dickey's BBQ	ZONE ATLAS/DRNG. F-16
	ZONE ATLAS/DRNG. F-16 FILE#: F16/019
1)RB # EPC #	WORK ORDER #
LEGAL DESCRIPTION: A portion of the Land	s of Joseph Milkovich
CITY ADDRESS:	
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM OWNER: Hayden, Hayden and Constant Texas ADDRESS: 1008 Mo Pac Circle Stc 100 CITY, STATE: Austin Tx ARCHITECT: de la torre architects ADDRESS: 7801 Academy Rd, Blds 2, Stc CITY, STATE: ABQ, NM SURVEYOR: Tony Harris CITY, STATE: DECENVE CONTRACTOR: NA JUN 11 1999	PHONE: ZIP CODE: 78744 CONTACT: Nick Pick
ADDRESS: HYDROLOGY SECTI	PHONE:
CITY, STATE:	ZIP CODE:
DPAINAGE REPORT DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION OTHER Supplemental Info & Site Plan for TCL FRE DESIGN MEETING: VES NO COPY PROVIDED	TYPE OF AFPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S.DEV. PLAN FOR SUB'D. APPROVAL S.DEV. PLAN FOR BLDG. PERMIT APPROVAL, SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL CERTIFICATE OF OCCUPANCY APPROVAL, GRADING FERMIT APPROVAL FAVING PERMIT APPROVAL S.A.D. DRAINAGE REPORT DRAINAGE REQUIREMENTS OTHER (SPECIFY) TCL APPROVAL
BY: Melissa Combi- FOR ISAACSON & AREMAN, P.A.	



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

June 9, 1999

Fred C. Arfman, P.E.
Isaacson & Arfman, P.A.
128 Monroe St. NE
Albuquerque, New Mexico 87108

RE: Grading and Drainage Plan for Dickey's Barbecue (F16/D19) Submitted for Grading Permit and Building Permit Approval, Engineer's Stamp Dated 5/17/99.

Dear Mr. Arfman:

Prior to approval of the above referenced plan, the following comments must be addressed:

- 1. It is unclear from the calculations whether the off-site drainage basins were considered fully developed. The design must account for the fully developed runoff.
- 2. The off-site basins maps were unclear. On the 1" = 500' map, where is the Dickey's site and what is the total area that drains to the existing bar ditch? Please include flow arrows to indicate which way the other sites drain. (Do only the pink and blue areas drain to the ditch?) On the 1" = 200' map, where is the Fuddruckers site? (It is hard to tell how these maps go together)
- 3. Provide a cross-section for the existing bar ditch and provide capacity calculations for the ditch. Is this ditch within the highway department right-of-way? During the 100-year event, does the runoff overtop the entrance driveway and trench drain?
- 4. Show the existing drainage basin boundary between the north and south basins for the site.
- The traffic circulation layout (TCL) must be approved concurrently with the drainage plan. Please resubmit the TCL with the drainage resubmittal.

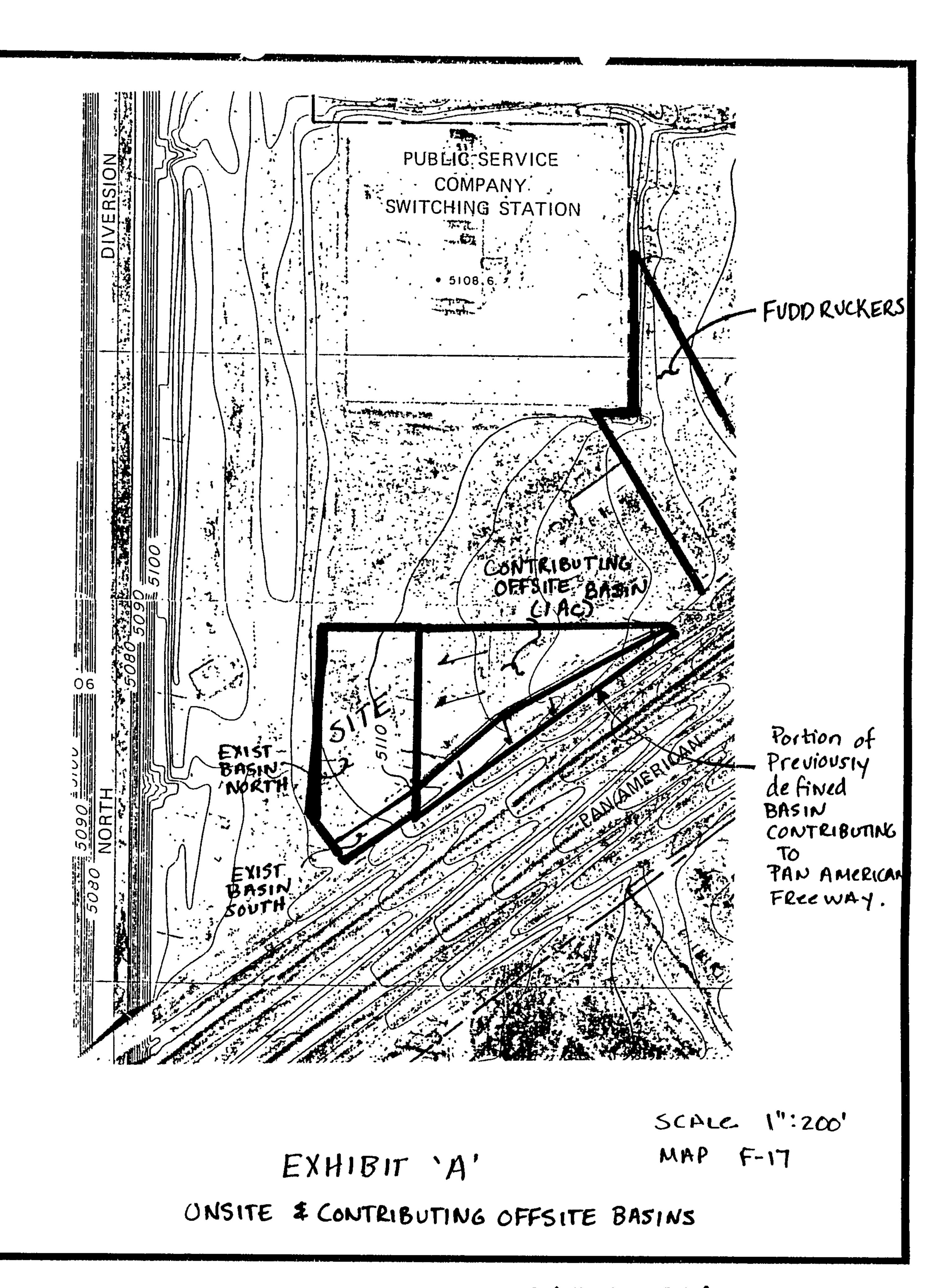
If you have any questions regarding these comments, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.

City/County Floodplain Administrator

c: File



ISAACSON & ARFMAN, P.A.

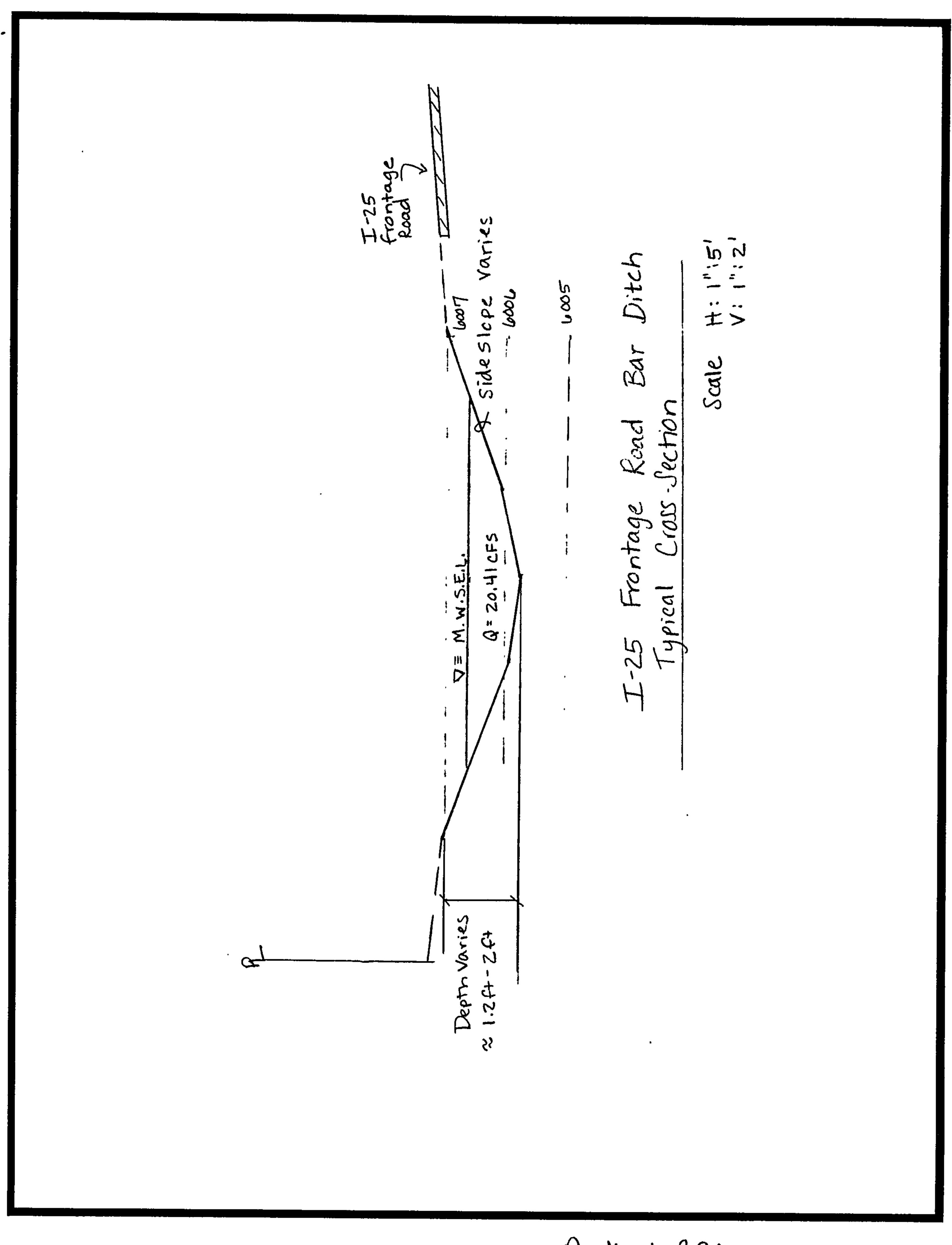


I-25 Frontage Rd Bar Ditch Worksheet for Triangular Channel

Project Description	n
Project File	c:\haestad\fmw\junk.fm2
Worksheet	dickeybbq
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data	
Mannings Coefficient	0.022
Channel Slope	0.020000 ft/ft
Left Side Slope	6.000000 H: V
Right Side Slope	6.000000 H : V
Discharge	20.14 cfs

Results		
Depth	0.81	ft
Flow Area	3.90	ft²
Wetted Perimeter	9.81	ft
Top Width	9.67	ft
Critical Depth	0.93	ft
Critical Slope	0.0092	67 ft/ft
Velocity	5.16	ft/s
Velocity Head	0.41	ft
Specific Energy	1.22	ft
Froude Number	1.43	
Flow is supercritical.		



ISAACSON & ARFMAN, P.A.

SUBJECT DICKLY'S BBQ JOB NO. 1018

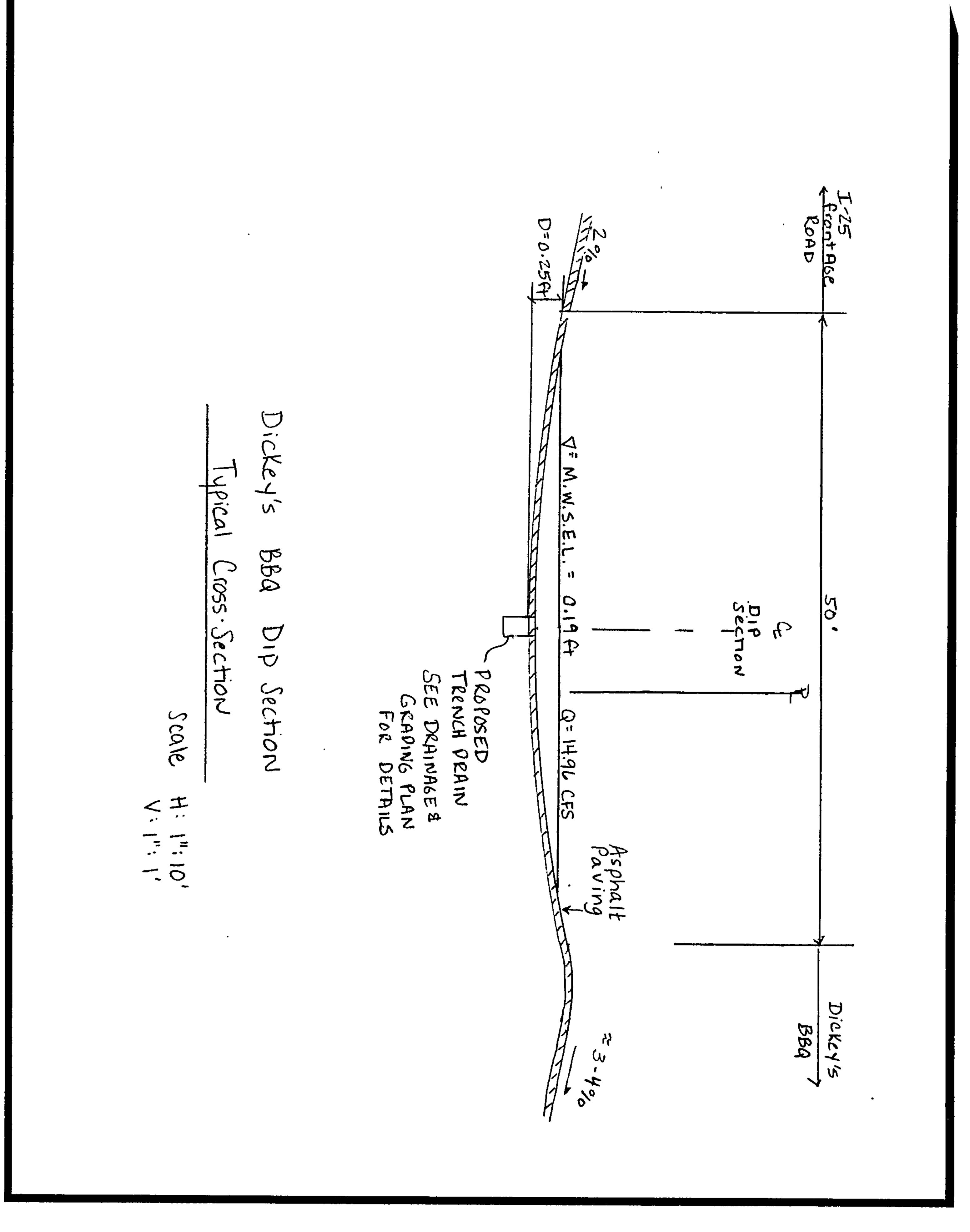
BY WJC DATE 6/9/99 SHEET NO. OF

Dickey's BBQ Dip Section Worksheet for Irregular Channel

Project Description	n
Project File	c:\haestad\fmw\junk.fm2
Worksheet	dickeysdip
Flow Element	Irregular Channel
Method	Manning's Formula
Solve For	Water Elevation

Input Data				
Channel Slope	0.016500 f	t/ft		
Elevation range: 0.	25 ft to 0.50 ft.			
Station (ft)	Elevation (ft)	Start Station	End Station	Roughness
0.00	0.50	0.00	50.00	0.017
5.00	0.41			
10.00	0.34			
15.00	0.29			
20.00	0.26			
25.00	0.25			
30.00	0.26			
35.00	0.29			
40.00	0.34			
45.00	0.41			
50.00	0.50			
Discharge	14.96 c	efs		

Results		
Wtd. Mannings Coefficient	0.017	
Water Surface Elevation	0.44	ft
Flow Area	5.35	ft²
Wetted Perimeter	43.08	ft
Top Width	43.08	ft
Height	0.19	ft
Critical Depth	0.47	ft
Critical Slope	0.0079	B3 ft/ft
Velocity	2.80	ft/s
Velocity Head	0.12	ft
Specific Energy	0.56	ft
Froude Number	1.40	
Flow is supercritical.		



ISAACSON & ARFMAN, P.A.

SUBJECT______JOB NO.____ BY_____DATE_____SHEET NO.___OF___



City of Albuquerque

June 30, 2000

Fred C. Arfman, P.E.
Isaacson & Arfman, P.A.
128 Monroe St. NE
Albuquerque, New Mexico 87108

RE: Engineer's Certification Plan for Dickey's Barbecue (F16/D19) Submitted for Certificate of Occupancy Approval, Engineer's Certification Stamp Dated 6/26/00.

Dear Mr. Arfman:

Based on the information provided, the above referenced Engineer's Certification is adequate for release of the permanent Certificate of Occupancy for the Dickey's Barbecue located at 4811 Pan American Freeway NE.

If you have any questions, please call me at 924-3982.

Sincerely,

Susan M. Calongne, P.E.

City/County Floodplain Administrator

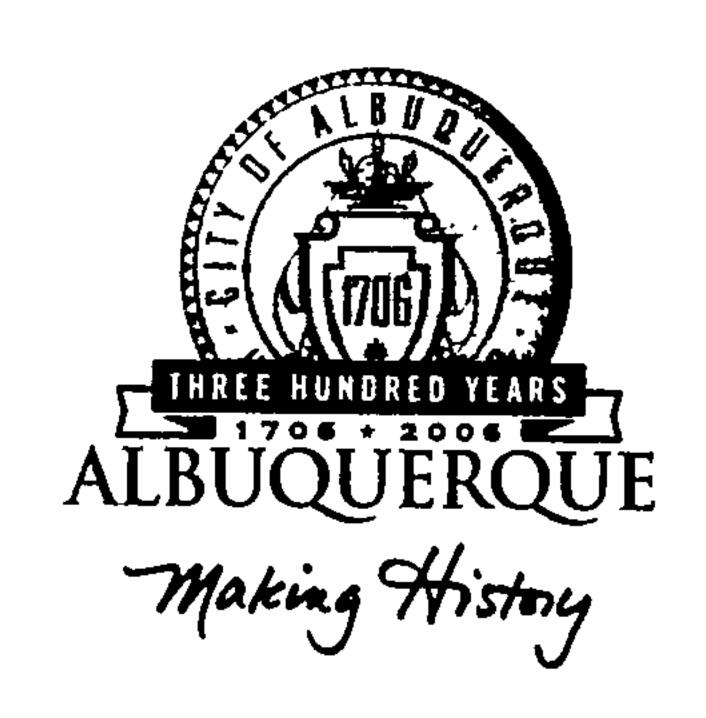
c: Whitney Reierson, City Hydrology
-- File -

DRAINAGE INFORMATION SHEET

VECT DCKETS JOAR-B-C	DOS ZONE ATLAS/DRNG. F-16/DE
DRB # EPC #	WORK ORDER #
LEGAL DESCRIPTION:	
CITY ADDRESS: 4811 PAN AMERIC	EAN FRINT NE
ENGINEERING FIRM: Isaacson & Arfman, P.A. ADDRESS: 128 Monroe Street NE CITY, STATE: Albuquerque, NM OWNER: HAYDEN, HAYDEN AND CONSTAN ADDRESS: 1008 Mo PAC CIRCLE CITY, STATE: ADSTAN TEXAS ARCHITECT: ABLA TORRS ARCA ADDRESS: 2400 LOWISANA, BUCC CITY, STATE: ABO, NM SURVEYOR: AM SURVEYORS ADDRESS: CITY, STATE: CONTRACTOR: ENTERPRISE BULGER ADDRESS: P. O. BOX, 87170 CITY, STATE: ABO, NM	ZIP CODE: 78746 ZIP CODE: 78746 CONTACT: NICK PIRU S. STE II/ PHONE: 883-7918 ZIP CODE: 87110 CONTACT: MIKE PHONE: 21P CODE: ZIP CODE:
TYPE OF SUBMITTAL: DRAINAGE REPORT DRAINAGE PLAN CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION OTHER FRE DESIGN MEETING: YES NO COPY PROVIDED JUN 2 6 2000 3:30 PN HYDROLOGY SECTION	CHECK TYPE OF APPROVAL SOUGHT: SKETCH PLAT APPROVAL PRELIMINARY PLAT APPROVAL S.DEV. PLAN FOR SUB'D. APPROVAL S.DEV. PLAN FOR BLDG. PERHIT APPROVAL FINAL PLAT APPROVAL FOUNDATION FERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY APPROVAL GRADING FERMIT APPROVAL FAVING PERMIT APPROVAL S.A.D. DRAINAGE REPORT DRAINAGE REQUIREMENTS X OTHER (SPECIFY)
DATE SURMITTED: 06.26.00 BY: PSD C-ARMAN, F.A. FOR ISAACSON & AREMAN, F.A.	

Temp CO 30-ddy

CITY OF ALBUQUERQUE



April 7, 2005

Joe Page Moore, P.E. Molzen-Corbin & Associates 2701 Miles Rd. SE Albuquerque, NM 87106

Re: Rocky Mountain Stone Company, 4741 Pan American Freeway NE, Grading and Drainage Plan

Engineer's Stamp dated 12-08-04 (F16-D19)

Dear Mr. Moore,

Based upon the information provided in your submittal received 12-09-04, the above referenced plan cannot be approved for Paving Permit or Grading Permit until the following comments are addressed:

P.O. Box 1293

1. Provide a copy of the New Mexico Department of Transportation driveway permit.

Albuquerque

2. Since a portion of the proposed drainage enters an AMAFCA drainage structure, AMAFCA approval is required. Please include a copy of this approval once it is received.

New Mexico 87103

If you have any questions, you can contact me at 924-3986.

www.cabq.gov

Sincerely,

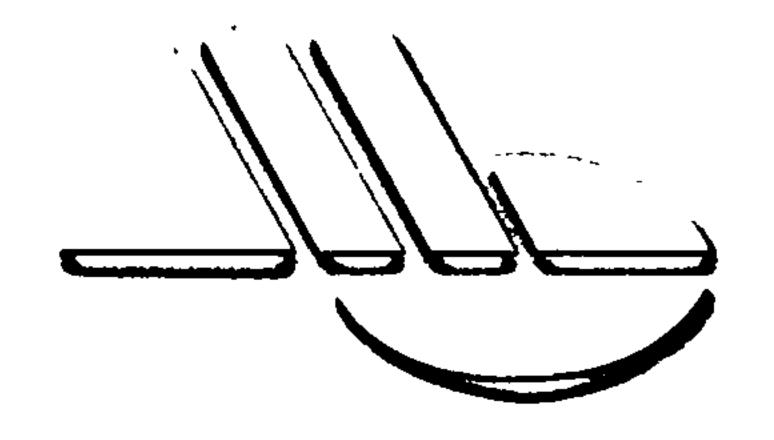
Bradley L. Bingham, PE

Principal Engineer, Planning Dept. Development and Building Services

C: File

2701 MILES RD SE ALBUQUERQUE, NM 87106 TEL: 505.242.5700

FAX: 505.242.0673





November 15, 2004

ENGINEERS/ARCHITECTS/PLANNERS

Mr. Bradley L. Bingham, PE Principal Engineer, Planning Dept. Development and Building Services City of Albuquerque P.O. Box 1293 Albuquerque, New Mexico 87103

RE: Rocky Mountain Stone Company, 4741 Pan American Freeway, NE

DEL041-11.D20

Grading and Drainage Plan

Dear Mr. Bingham:

We are in receipt of your November 10, 2004 letter regarding the referenced project. The comments noted in your letter will be addressed as follows:

- Included with this letter is a Vicinity Map of the project area, a FEMA flood plain map, and Parcel map. These maps were obtained from the Albuquerque GIS website.
- A summary of the project, including the purpose of the project, existing and developed hydrology and quantification of on-site and off-site flows, in accordance with DPM Section 22.2 Hydrology, Part A, Watersheds less than 40 acres, is enclosed.
- A copy of the New Mexico Department of Transportation (NMDOT) driveway permit will be forwarded by separate cover.
- We have submitted a set of plans to AMAFCA for their review and approval. We will forward their written 4. response when received.
- A copy of your letter has been forwarded to the Owner for response to the cross lot drainage easement and/or written agreements between both property owners.

Please call me at 505.242,5700 if you require additional information or have any questions. We appreciate your prompt review of our request.

Sincerely,

MOLZEN CORBIN & ASSOCIATES

FOR THESE
THESE

Project Manager

JPM:jgo Enclosures

Mr. Nick Pirkl, de la Torre Architects cc:

Mr. Scott Lardner, Rocky Mt. Stone

NMDOT Dist. 5 **AMAFCA**

Mai

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Rocky Mountain Stone Grading and Drainage	ZONE MAP/DRG. FILE #: F-16-ZD19 WORK ORDER#:
LEGAL DESCRIPTION: Lot A, Block O, Subd: LLD CITY ADDRESS: 4741 Pan American Frwy NE	
ENGINEERING FIRM: Molzen-Corbin & Associates ADDRESS: 2701 Miles Rd SE CITY, STATE: Albuquerque, New Mexico	CONTACT: <u>Joe Moore</u> PHONE: <u>242-5700</u> ZIP CODE: <u>87106</u>
OWNER: Rocky Mountain Stone ADDRESS: 4741 Pan American Freeway NE CITY, STATE:	CONTACT: Scott Lardner PHONE: 345-8518 ZIP CODE: 87109
ARCHITECT:de la Torre Architects	PHONE: <u>883-7918</u>
SURVEYOR: ADDRESS	CONTACT: PHONE: ZIP CODE:
CONTRACTOR:ADDRESS:CITY, STATE:	CONTACT: PHONE: ZIP CODE:
CHECK TYPE OF SUBMITTAL:	CHECK TYPE OF APPROVAL SOUGHT:
DRAINAGE REPORT DRAINAGE PLAN 1st SUBMITTAL, REQUIRES TCL or equal DRAINAGE PLAN RESUBMITTAL CONCEPTUAL GRADING & DRAINAGE PLAN GRADING PLAN EROSION CONTROL PLAN ENGINEER'S CERTIFICATION (HYDROLOGY) CLOMR/LOMR TRAFFIC CIRCULATION LAYOUT (TCL) ENGINEERS CERTIFICATION (TCL) ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN) OTHER - Copy - Letter to AMAFCA	SIA / FINANCIAL GUARANTEE RELEASE PRELIMINARY PLAT APPROVAL S. DEV. PLAN FOR SUB'D. APPROVAL S. DEV. PLAN FOR BLDG. PERMIT APPROVAL SECTOR PLAN APPROVAL FINAL PLAT APPROVAL FOUNDATION PERMIT APPROVAL BUILDING PERMIT APPROVAL CERTIFICATE OF OCCUPANCY (PERM.) CERTIFICATE OF OCCUPANCY (TEMP.) GRADING PERMIT APPROVAL PAVING PERMIT APPROVAL WORK ORDER APPROVAL OTHER (SPECIEY)
WAS A PRE-DESIGN CONFERENCE ATTENDED: YES NO COPY PROVIDED	DEC 0 9 2004 HYDROLOGY SECTION
DATE SUBMITTED: December 9, 2004 BY: Debi D	Oodge
Requests for approvals of Site Development Plans and/or Subsubmittal. The particular nature, location and scope of the propose One or more of the following levels of submittal may be required by 1. Conceptual Grading and Drainage Plan: Required for (5) acres and Sector Plans. 2. Drainage Plans: Required for building permits, grading (5)	sed development defines the degree of drainage detail. ased on the following: approval of Site Development Plans greater than five

acres.

3. **Drainage Report**: Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

Nick

Delatorre

RESERVATION AND GRANT OF EASEMENTS AGREEMENT

This RESERVATION AND GRANT OF EASEMENTS AGREEMENT ("Agreement") dated this day of March, 2004, is made by PAN AMERICAN HOLDINGS, L.L.C. ("Pan American"), an Arizona limited liability company, Albecue LLC ("Albecue"), a New Mexico limited liability company and Vincent J. Lardner, Jr. and Lois M. Lardner, Trustees of the Lardner Family Revocable Living Trust u/t/a dtd November 19, 1998 ("Lardner"). For valuable consideration, the receipt of which is acknowledged, Pan American, Albecue and Lardner agree as follows:

1. The Properties. Lardner owns Tract A, Albecue owns Tract B and Pan American owns Tract C of the LLD Subdivision as shown on the Plat of Tracts A, B and C of LLD Subdivision (the "Plat") recorded in the real property records of Bernalillo County, New Mexico in Book 2004-C at Page 102, on March 26, 2004.

2. Reservation and Grant of Easements.

- (1) Pan American Reservation of Easements. Pan American has reserved unto itself, its successors and assigns an easement for ingress and egress and an easement for sign purposes pursuant to reservations made in those certain special warranty deeds of even date herewith which convey to Lardner portions of Tract A and to Albecue portions of Tract B.
- (2) Albecue Grant of Easements. Albecue hereby grants, sells and conveys to Pan American, it's successors and assigns, with warranty covenants (1) an easement for ingress and egress ("Road Easement") as described below on those portions of Tract B which are located within the "Road Easement Property" which is more fully described in Exhibit 1 attached hereto and (2) an easement for sign purposes ("Sign Easement") as described below on those portions of Tract B which are located within the Sign Easement Property which is more fully described in Exhibit 2 attached hereto. The Road Easement Property and Sign Easement Property each are subject to taxes for the current and subsequent years and to reservations, restrictions and easements of record.
- (3) Lardner Grant of Easements. Lardner hereby grants, sells and conveys to Pan American, it's successors and assigns, with warranty covenants (1) an easement for ingress and egress ("Road Easement") as described below on those portions of Tract A which are located within the Road Easement Property and (2) an easement for sign purposes ("Sign Easement") as described below on those portions of Tract A which are located within the Sign Easement Property. The Road Easement Property and Sign Easement Property each are subject to taxes for the current and subsequent years and to reservations, restrictions and easements of record.
- 3. Perpetual Easements. The Road Easement and Sign Easement granted herein shall run with the land and shall be possessed and enjoyed by Pan American, its successors and assigns, perpetually.
- 4. Road Easement. Pan American, its employees contractors, guests, tenants, representatives, successors and assigns shall have a permanent right of access, ingress and egress, NOV 2 Z 2004

 HYDROLOGY SECTION

and travel to, from, and over and across the Road Easement Property for travel by any and all motor and other vehicles, persons on foot, and all other means of transportation (the "Road Easement").

- Sign Easement. Pan American, its employees, contractors, guests, tenants, representatives successors and assigns, shall have the permanent right for all billboard sign purposes in and over the Sign Easement Property to operate, inspect, maintain, repair, construct, reconstruct, relocate and replace a billboard or other sign ("Billboard") and to have ingress and egress for utility lines to provide power to the Billboard and to provide direct access to the Billboard by all forms of vehicles and equipment without interference from other vehicles or curbs or improvements of any nature, including without limitation (1) the placement, replacement or relocation of billboard signs on the Sign Easement Property, for repair, maintenance or replacement thereof, and for any and all electric and other utility lines to be used, or used, in connection with the lighting or visibility of billboard signs, replacement or relocation of billboard signs on the Sign Easement Property, (2) any and all right, title and interest in and to the billboard sign located on the Sign Easement Property, now or in the future, including, but not limited to, any fixtures or personal property; and (3) the existing lease for the billboard sign and any and all amendments thereto, and all other leases or agreements now existing or to be made in the future by Pan American, its successors and assigns for the use of the billboard sign or any replacements thereof, and any and all income, rents, profits or other financial benefits of any kind or nature whatsoever arising from or associated with billboard sign(s) located on the Sign Easement Property. Notwithstanding the forgoing, the owners of the property encumbered with the Sign Easement shall have the right to pave the portions of the Sign Easement Property encumbered with the Road Easement and the portion of the Sign Easement Property west of the Road Easement. If the sign is relocated it shall be relocated within the portion of Sign Easement east of the Road Easement and the relocated sign shall not interfere with the use of the Road Easement.
- 6. Rights and Restrictions of the Owners. Albecue and Lardner each shall have the right to full use and enjoyment of the Road Easement Property and Sign Easement Property except for such use as may unreasonably interfere with the exercise by Pan American of the rights reserved and granted herein.
- 7. Other Acts. Pan American, Albecue and Lardner each agree to execute all such instruments and take all such other action as shall be necessary to carry out the intent and purposes of this Agreement.
- 8. <u>Covenant of Ownership</u>. Albecue and Lardner each covenant and warrant that it is the owner of that portion of the Road Easement Property and Sign Easement Property located within their respective Tracts and has the right, title and capacity to grant the Easements granted herein, and that it shall defend, protect, and indemnify Pan American from and against all claims of ownership or right by other persons.
- 9. Effect Upon Subsequent Parties. This Agreement shall be binding upon the legal representatives, successors and assigns of the parties hereto.
 - 10. No Dedication. Nothing contained in this Agreement shall be deemed a gift or

dedication of any portion of the Road Easement Property or the Sign Easement Property to the general public or for the general public or for any public purpose whatsoever.

- 11. Maintenance and Repair. Albecue and Lardner agree to build the access road across the Road Easement Property and shall be responsible for the maintenance and repair of the Road Easement Property and the Sign Easement Property (other than the Billboard and the utility lines to the Billboard) and shall keep the Road Easement Property and the Sign Easement Property (other than the Billboard and the utility lines to the Billboard) in a reasonable state of repair, except for repair necessitated by the acts or omissions of Pan American, for which repairs Pan American shall be responsible.
- 12. <u>Indemnity</u>. Subject to '56-7-1 NMSA 1978, Albecue, Lardner and Pan American each agree to indemnify and hold one another harmless from any loss, liability or expense (including attorney=s fees) arising out of its use of the Road Easement Property and Sign Easement Property or exercise of its right under the Easements reserved and granted hereby.
- 13. Taxes. Pan American shall be responsible for all taxes assessed against the Billboard, replacement signs, or other improvements constructed upon the Sign Easement Property by Pan American, or those exercising Pan American's rights hereunder.

PAN AMERICAN HOLDINGS, L.L.C., an Arizona limited liability company

By: John

John R. Lund Manager

ALBECUE, L.L.C.,

an New Mexico limited liability company

By:

1 • •

Robert Hakeem, Member

Vincent J. Lardner, Jr., Trustee of the Lardner

Family Revocable Living Trust u/t/a dtd November 19, 1998

Lois M. Lardner, Trustee of the Lardner

Family Revocable Living Trust u/t/a dtd November 19, 1998

STATE OF ARIZONA COUNTY OF PIMANTON COP

Th Manager	nis instrument was acknowledge of Pan American Holdings, L.L	ed before me on Mach 35, 2004, by John R. Lund as .C., an Arizona limited liability company.
(Seal)	Notary Public State of Arizona Maricopa County Susan Carter Expires October 21, 2005	Notary Public (Cot)
		My commission expires: (Mt.21,2005)
	F NEW MEXICO OF BERNALILLO	
Th	is instrument was acknowledged	before me on A_{in} . 1 5 2004, by Robert Hakeem as
Member o	f Albecue, L.L.C., a New Mexi	co limited liability company.
60		
(Sear)		Notary Public
		My commission expires: $\frac{7}{12}$
	F NEW MEXICO OF BERNALILLO	
. Thi	is instrument was acknowledge	ed before me on April 1st, 2004, by Vincent J.
Lardner, Jr	as Trustee of the Lardner Fam	ily Revocable Living Trust u/t/a dtd November 19, 1998.
07.	171	
(Seal)		Notary Public
		My commission expires: $\frac{7}{1200}$
	PNEW MEXICO OF BERNALILLO	
Thi Jr., as Trus	s instrument was acknowledged tee of the Lardner Family Revo	before me on April 151, 2004, by Lois M. Lardner, cable Living Trust u/t/a-dtd November 19, 1998.
(Seal)		Notary Public
		1
K:\dox\client\48035	141.DOC\March 25, 2004	My commission expires: 7/1と/06

Legal Description Private Access Easement

A THIRTY (30) FOOT WIDE PRIVATE ACCESS EASEMENT LYING AND SITUATE WITHIN THE ELENA GALLEGOS GRANT, PROJECTED SECTIONS 34 AND 35, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF THE LARDNER TRACT, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JANUARY 3, 1974 IN VOLUME B9, FOLIO 24, TOGETHER WITH TRACT A-2, LANDS OF JOSEPH MILAKOVICH, AS THE SAME ARE SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 10, 1999, IN VOLUME 99C, FOLIO 225, TOGETHER WITH TRACT A, LANDS OF SANDIA UPHOLSTERING COMPANY, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JANUARY 04, 1996, IN VOLUME 96C, FOLIO 5, WITH THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM BEARINGS (NORTH AMERICAN DATUM OF 1927) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS;

BEGINNING AT THE SOUTHERN MOST END OF SAID CENTERLINE, LYING ON THE NORTH RIGHT OF WAY LINE OF THE PAN AMERICAN FREEWAY, FROM WHENCE A TIE TO ALBUQUERQUE CONTROL SURVEY MONUMENT "NDC 14", BEARS S 51°05'56" W, A DISTANCE OF 587.84 FEET, SAID MONUMENT BEING AN A.M.A.F.C.A. BRASS TABLET HAVING PUBLISHED NEW MEXICO STATE PLANE COORDINATES OF Y=1,504,862.85, X=393,912.36, A GROUND TO GRID SCALE FACTOR OF 0.99966876, AND A DELTA ALPHA ANGLE OF -0°12'15" (CENTRAL ZONE-NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT);

THENCE FROM SAID POINT OF BEGINNING, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 130.42 FEET, AN ARC LENGTH OF 52.19 FEET, A DELTA ANGLE OF 22°55'45", A CHORD OF N 41°27'17' W, A DISTANCE OF 51.84 FEET TO A POINT OF TANGENCY:

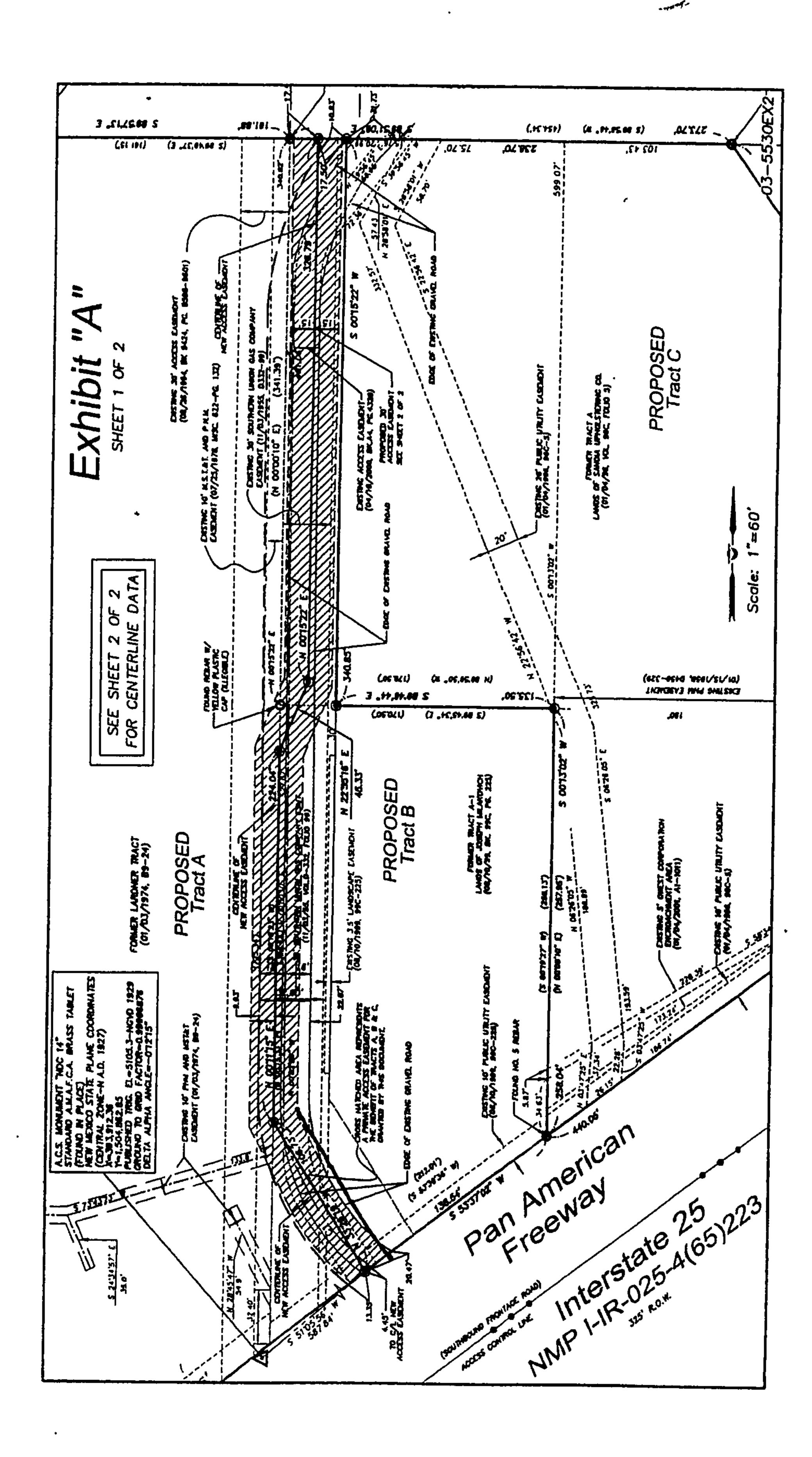
THENCE N 00°11'15" E, A DISTANCE OF 224.04 FEET TO AN ANGLE POINT;

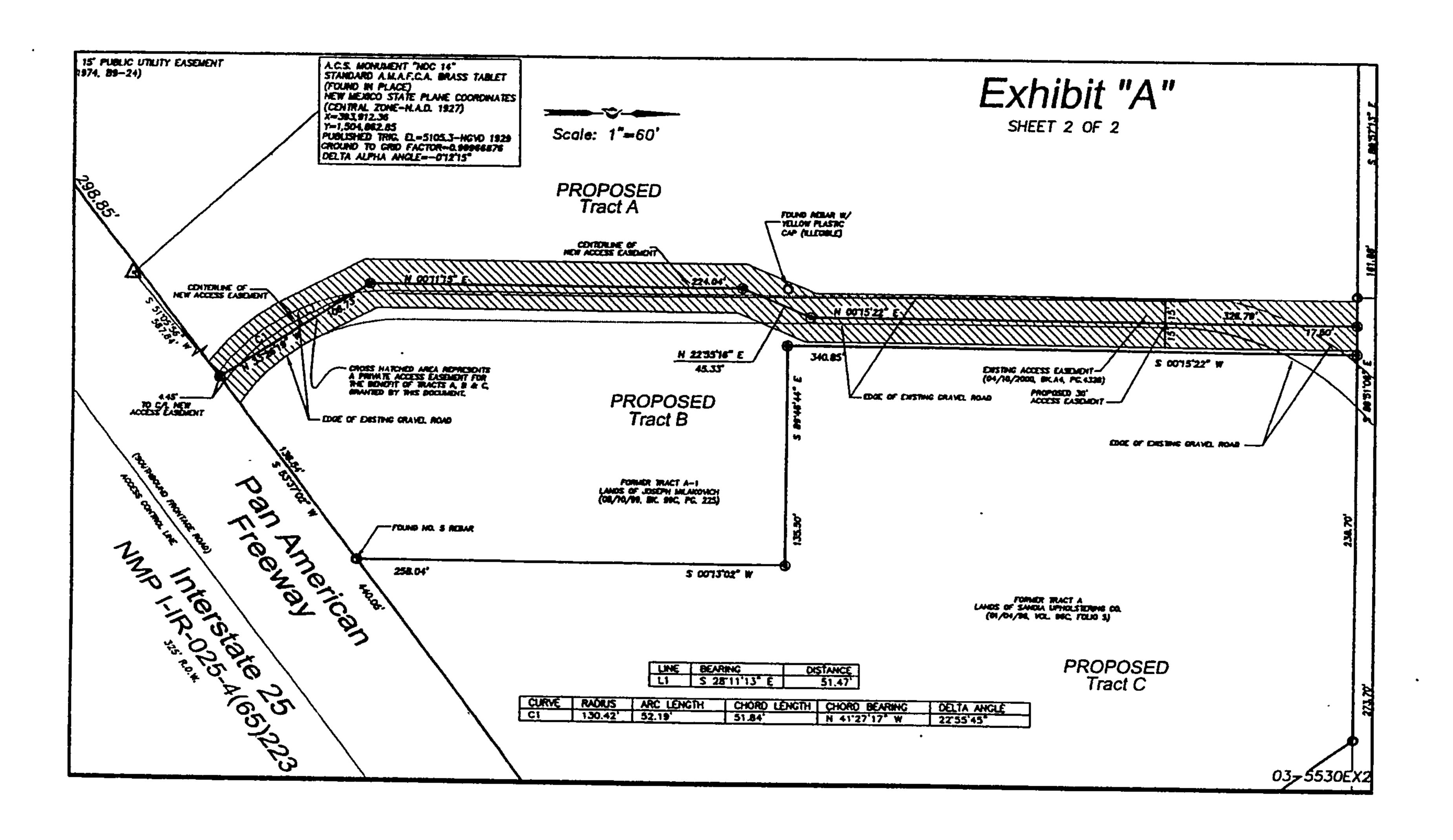
THENCE N 22°55'16" E, A DISTANCE OF 45.33 FEET TO AN ANGLE POINT;

THENCE N 00°15'22" E, A DISTANCE OF 264.69 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 120.40 FEET, AN ARC LENGTH OF 83.65 FEET, A DELTA ANGLE OF 39°48'38", A CHORD OF N 20°32'53' E, A DISTANCE OF 81.98 FEET TO THE NORTHERN MOST END OF SAID CENTERLINE CONTAINING 0.4866 ACRES (21,196 SQUARE FEET) MORE OR LESS, AS SHOWN ON THE ATTACHED EXHIBIT "A".

EXHIBIT





Legal Description Sign Easement

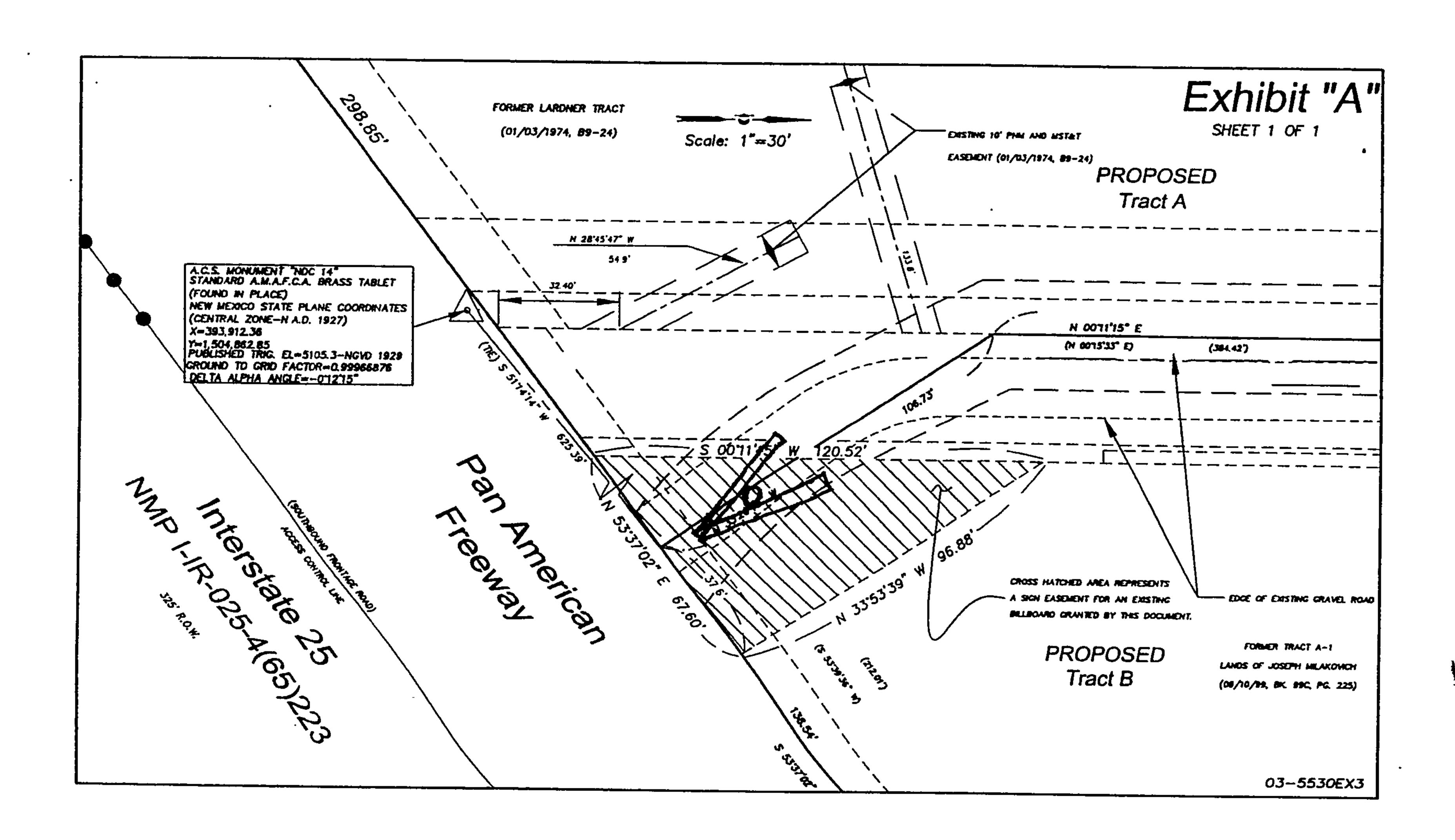
A SIGN EASEMENT LYING AND SITUATE WITHIN THE ELENA GALLEGOS GRANT, PROJECTED SECTIONS 34 AND 35, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF TRACT A-2, LANDS OF JOSEPH MILAKOVICH, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 10, 1999, IN VOLUME 99C, FOLIO 225, BEING DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM BEARINGS (NORTH AMERICAN DATUM OF 1927) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID EASEMENT, LYING ON THE NORTH RIGHT OF WAY LINE OF THE PAN AMERICAN FREEWAY, FROM WHENCE A TIE TO ALBUQUERQUE CONTROL SURVEY MONUMENT "NDC 14", BEARS S 51°14'14" W, A DISTANCE OF 625.39 FEET, SAID MONUMENT BEING AN A.M.A.F.C.A. BRASS TABLET HAVING PUBLISHED NEW MEXICO STATE PLANE COORDINATES OF Y=1,504,862.85, X=393,912.36, A GROUND TO GRID SCALE FACTOR OF 0.99966876, AND A DELTA ALPHA ANGLE OF -0°12'15" (CENTRAL ZONE-NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT);

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTH RIGHT OF WAY LINE N 33°53'39' W, A DISTANCE OF 96.88 FEET TO A POINT:

THENCE S 00°11'15" E, A DISTANCE OF 120.52 TO A POINT LYING ON SAID NORTH RIGHT OF WAY LINE:

THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, N 53°37'02" E, A DISTANCE OF 67.60 FEET TO THE POINT OF BEGINNING, ALL AS SHOWN ON THE ATTACHED EXHIBIT "A".



CROSS EASEMENT, JOINT USE AGREEMENT AND RESTRICTIVE COVENANT

THIS CROSS EASEMENT, JOINT USE AGREEMENT AND RESTRICTIVE COVENANT ("Agreement") is entered into as of the \(\frac{1}{2} \) day of April, 2004, by and among VINCENT J. LARDNER, JR. and LOIS M. LARDNER, Trustees of the Lardner Family Revocable Living Trust u/t/a dtd November 19, 1998 ("Lardner"), LARDNER PROPERTIES, a New Mexico general partnership ("L. Properties") and ALBECUE, L.L.C., a New Mexico limited liability company ("Albecue").

BACKGROUND INFORMATION

A. Lardner is the owner of the following described property located in Albuquerque, Bernalillo County, New Mexico:

Tract A, LLD Subdivision as shown and described on the Plat of Tracts A, B, and C LLD Subdivision filed in the Bernalillo County, New Mexico real estate records on March 26, 2004, in Vol 2004-C, Page 102 (the "Lardner Property")

B. L. Properties is the owner of the following described property located in Albuquerque, Bernalillo County, New Mexico:

Tracts A, B, and C NORTH SWITCHING STATION, as shown and described on the Plat of the North Switching Station filed in the Bernalillo County, New Mexico real estate records on October 16, 1973 in Vol. B8, Page 181 (the "L. Properties Property")

The Lardner Property and the L. Properties Property are jointly referred to herein as the "Lardner Property".

B. Albecue is the owner of the following described property located in Albuquerque, Bernalillo County, New Mexico (the "Albecue Property"):

Tract B, LLD Subdivision as shown and described on the Plat of Tracts A, B, and C, LLD Subdivision filed in the Bernalillo County, New Mexico real estate records on March 26, 2004 in Vol. 2004-C, Page 102.

The Lardner Property and the Albecue Property are sometimes jointly referred to herein as the "Properties".

C. The Albecue Property is currently leased to Dickey's Barbecue Pits, Inc., a Texas corporation ("Dickey's") for the operation of a Dickey's Barbecue Restaurant (the Nov 2 2 2004 HYDROLOGY SECTION

"Restaurant") pursuant to the lease between Albecue, as lessor, and Dickey's, as lessee, dated January 10, 2000, as amended by First Amendment to Real Estate Lease of even date herewith (the "Lease").

D. The parties desire to create a common driveway serving the Properties, to create certain joint use rights in the Properties, and to encumber the Lardner Property with a restrictive covenant.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

- 1. <u>Background Information</u>. The Background Information is incorporated herein.
- 2. <u>Common Driveway</u>. The parties agree that a common driveway as shown and described on Exhibit "A" is created to provide access to the Properties (the "Common Driveway"). Lardner grants to Albecue an access easement over and across the portions of the Common Driveway which are located upon the Lardner Property (the "Lardner Easement"). Albecue grants to Lardner an access easement over and across the portions of the Common Driveway which are located upon the Albecue Property (the "Albecue Easement"). The Lardner Easement and the Albecue Easement are jointly referred to as the "Driveway Easements". The Common Driveway shall be subject to the following:
 - 2.1 The Driveway Easements shall be in perpetuity.
- 2.2 The parties agree to construct a paved driveway over and across the Common Driveway (the "Driveway Improvements") on or before December 31, 2004. The parties shall jointly retain a contractor to construct the Driveway Improvements and shall share in the cost of the Driveway Improvements. Except as noted in paragraph 4, cost of improvements done on the Lardner Property will be paid for by Lardner and cost of improvements done on the Albecue Property will be paid for by Albecue, as shown on Exhibit "B".
- 2.3 The parties agree to maintain the Driveway Improvements in a good and clean condition and repair. The parties shall share equally in the cost of maintenance and repair of the Driveway Improvements.
- 2.4 The Driveway Easements shall be non-exclusive and each party shall retain the right to use the Driveway Easements for access to their Properties,
- 3. Additional Access. There is currently an access driveway from the southbound Frontage Road of the Pan American Freeway to the Front Lardner Property (the "Lardner Access"). It is contemplated that the Front Lardner Property will be redeveloped. In the event of such redevelopment, which preserves the Lardner Access Lardner agrees that the Front Lardner Property will be developed in a manner that

provides for a vehicular driveway between the Lardner Access and the Common Driveway (the "Lardner Driveway"). Lardner grants to Albecue an access easement over the Lardner Driveway (the "Lardner Driveway Easement"). The Lardner Driveway Easement shall be subject to the following:

- 3.1 The Lardner Driveway Easement shall become effective only upon the redevelopment of the Lardner Property and the paving of the Lardner Driveway Easement, and only in the event that the Lardner Access remains after the redevelopment.
- 3.2 Lardner shall have the right to relocate the Lardner Driveway Easement without the consent or approval of Albecue, so long as the relocated Lardner Driveway Easement provides a connection between the Lardner Access and the Common Driveway.
- 3.3 The Lardner Driveway Easement shall terminate upon termination of the Lease, unless Lardner consents to the continuation of the Lardner Driveway Easement.
- 3.4 The Lardner Driveway Easement shall be non-exclusive and Lardner shall retain the right to use the Lardner Driveway Easement for access to the Lardner Property.
- 4. Parking Spaces. On or before December 31, 2004, Albecue and Lardner agree to construct six (6) paved parking spaces on the Lardner Property in the approximate location as shown on Exhibit "B" (the "Parking Spaces"), the cost of which shall be shared equally by the parties. Lardner grants to Albecue the exclusive right to use the Parking Spaces for vehicular parking for employees, guests, and customers of the Albecue Property after 5:00 p.m. everyday (the "Parking Space Easement"). The Parking Space Easements shall be subject to the following:
- 4.1 The Parking Space Easement shall be terminated upon the termination of the Lease, unless Lardner consents to the continuation of the Parking Space Easement.
- 4.2 The parties agree to share equally in the cost to maintain the Parking Space Improvements in a good and clean condition and repair.
- 5. Restrictive Covenant. So long as the Lease is in effect and the Albecue Property is used for the Restaurant, the Lardner Property shall not be used for a restaurant whose sale of barbecued food exceeds twenty percent (20%) of its gross sales.

6. General Provisions.

- 6.1 <u>Insurance</u>. Each party shall maintain adequate liability insurance to cover liabilities resulting from the use of the Easements on their respective Properties. Each party agrees to provide proof of such coverage to the other party at the other party's request.
- 6.2 <u>Inurement</u>. This Agreement and the Easements, covenants, restrictions, benefits and burdens created hereby shall inure to the benefit of and be binding upon each party and its successors and assigns, shall run with the Properties, and be appurtenant thereto; provided, however, that if either party conveys any portion or all of its interest in any parcel owned by it, such party shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it, and provided further, that no such sale shall release such party from any liabilities, actual or contingent, existing as of the time of such conveyance.

The Street Street Park to Property of the Park to Prop

- 6.3 <u>Injunctive Relief and Damages</u>. In the event of any violation or threatened violation of any provision in this Agreement by either party, lessee, or occupant of any portion of the Properties, either party shall have the right, in addition to the other remedies herein provided, to enjoin such violation or threatened violation and/or to sue for damages resulting therefrom. The prevailing party shall be entitled to reasonable attorneys' fees and costs in any such action.
- Right to Cure. Should either party fail to timely perform any of its obligations hereunder and thereafter fail to perform or fail to diligently pursue the performance of such obligations within fifteen (15) days of its receipt of the other party's written demand therefor, the party giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting party and the defaulting party shall reimburse the curing party for the cost of performing such work within thirty (30) days after the receipt of billing therefor and proof of payment thereof. In the event the defaulting party does not reimburse the curing party, the curing party shall have (a) the right to exercise any and all rights which such curing party might have at law to collect the same, and (b) have a lien on the property owned by the defaulting party for the amount not reimbursed by the defaulting party, which amount shall bear interest at twelve percent (12%) per annum, from the date of billing until paid. Such lien may be filed for record by the curing party as a claim against the defaulting party, in the form required by law, in the office of the County Recorder of Bernalillo County, State of New Mexico, signed and certified, which lien shall contain at least the following information:
 - (i) The name of the lien claimant, if any;
 - (ii) The name of the defaulting party, a description of the work performed on behalf of such party and a statement itemizing the cost thereof;

(iii) A description of the property being liened. The lien so claimed shall attach from the date of recordation in the amount claimed by the party curing the default and it may be enforced and foreclosed in any manner allowed by law, including but not limited to suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of New Mexico.

Such a lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or becomes attached to such real property after the time or recording the claim of lien.

7. Notices.

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, postage prepaid, or by another commercially recognized means of delivery, addressed as follows:

Albecue.

Albecue, L.L.C.

Attn: Buddy Hayden 5400 LBJ Freeway Dallas, Texas 75240

Lardner:

Vince J. Lardner c/o Scott Lardner

4741 Pan American Frwy. NE Albuquerque, New Mexico 87109

The person and the place to which notices are to be mailed may be changed by the parties by written notice to the other. In the event such notice is given or delivered by messenger delivery, the date of actual delivery will fix the time thereof. In the event notice is given or delivered by certified mail, such Notice will be deemed given or delivered five (5) business days after the date on which the sealed envelope containing the Notice is deposited in the United States mail, properly addressed and with proper postage prepaid.

- 8. Governing Laws. Except as otherwise specifically provided herein, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico.
- 9. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all prior understandings, oral or in writing, by the parties hereto with respect to this Agreement. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

- 10. <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstance shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law.
- 11. Attorneys Fees. In the event any action is instituted by any party for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs.
- 12. <u>Binding Agreement</u>. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns. Whenever in this Agreement a reference to any party is made, such reference shall be deemed to include a reference to the successors and permitted assigns of such party.
- 13. <u>Authority</u>. Each individual signing for each of the parties hereunder, warrants and represents that he/she is an authorized agent of such party, on whose benefit he/she is executing this Agreement, and is authorized to execute the same.
- 14. <u>Further Assurances</u>. Each party agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.
- 15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

Executed the day and year first set out above.

Albecue, L.L.C., a

New Mexico limited liability company

ts: Members

STATE OF NEW MEXICO BERNALILLO COUNTY)) ss.)
This instrument was acknown 2004, by Robert + Lake	nowledged before me on the ist day of April of Albecue, L.L.C mpany.
	Notary Public
My Commission expires:	2)0co
	Vincent J. Lardner, Jr., as Co-Trustee of the Lardner Family Revocable Living Trust u/t/a dtd November 19, 1998
	Lois M. Lardner, as Co-Trustee of the Lardner Family Revocable Living Trust u/t/a dtd November 19, 1998
STATE OF NEW MEXICO	
BERNALILLO COUNTY) SS.)
This instrument was acknown 2004, by Vincent J. Lardner, Jr. a Family Revocable Living Trust u/t. My Commission expires:	wledged before me on the day of April and Lois M. Lardner, as Co-trustees of the Lardner /a dtd November 19, 1998. Notary Public

	Scott C. Lardner
STATE OF NEW MEXICO (
BERNALILLO COUNTY) ss.	
This instrument was acknowledge 2004, by Vincent J. Lardner, III, as general partnership. My Commission expires: 7/7	ed before me on the day of April, pral partner of Lardner Properties, a New Mexico Notary Public
STATE OF NEW MEXICO) ss. BERNALILLO COUNTY)	
This instrument was acknowledge 2004, by Scott C. Lardner, as general pageneral partnership.	ed before me on the day of, artner of Lardner Properties, a New Mexico
My Commission expires: 7/2 H: LARDNER JAMILEGALDOC (CROSS EASEMENT redline.doc)Mar	Notary Public D 6 ch 31, 2004

LARDNER PROPERTIES, a New Mexico

general partnership

DRAINAGE SUMMARY

Rocky Mountain Stone Company 4741 Pan American Freeway, NE Grading and Drainage Plan November 15, 2004

Background and Proposed Improvements

Rocky Mountain Stone Company desires to construct driveway, roadway, and parking improvements to their property located at 4741 Pan American Freeway, NE. Planned Improvements include:

- Grading, shaping, and paving of an existing gravel road which provides access to Rocky Mountain Stone properties and a PNM Electrical Substation.
- Relocation of the existing Dickey's Bar B Q Restaurant driveway from its current location to a proposed location off of the above referenced access road.
- Construction of a new driveway on the Southbound Frontage Road to the access road referenced above (to replace to existing Dickey's driveway).
- Grading, shaping, and paving of an existing customer parking lot on Rocky Mt. Stone property and 36 additional paved parking spaces adjacent to and west of the access road.
- An additional 19 new paved parking spaces on the Dickey's Bar B Q property.

Existing Hydrology

The Rocky Mountain Stone Company property is located west of I-25 between the Jefferson Street and Montgomery Avenue interchanges. Dickey's Bar B Q restaurant currently has an existing driveway onto the I-25 Southbound frontage road. The Dickey's property is adjacent to an existing gravel access road which separates it from the Rocky Mountain Stone property. The AMAFCA North Diversion Channel is adjacent to and west of the Rocky Mountain Stone property. The existing area topography generally slopes from East to West. (See attached Vicinity Map for reference.)

There are five existing watersheds on the Rocky Mountain Stone property as shown on the attached Existing Site Drainage Plan Sheet D-2.

- Drainage Area No.1 is located at the south end of the property and abuts both the South bound frontage road of I-25 and the Eastern boundary of the AMAFCA North Diversion Channel. This Drainage area has an area of approximately 0.92 acres with a runoff of 2.89 cubic feet per second (cfs) for the 100-yr/6-hr storm event. The area is gravel and dirt, with the exception of the existing paved entrance road, and is utilized primarily for storage purposes. Runoff sheet flows to an adjacent roadside ditch parallel to the southbound frontage road of I-25.
- Drainage Area No. 2 is located in the southern half of the property and abuts the AMAFCA North Diversion Channel. This Drainage Area is approximately 1.03 acres in size with a runoff of approximately 4.20 cfs for the 100-yr/6-hr storm event. This area

DEL041-I1.D20

contains the majority of the permanent building structures, a portion of the paved access road, and a paved parking lot. Runoff from this drainage area surface flows to a concrete flume which discharges into the North Diversion Channel.

- Drainage Area No. 3 is also located in the southern half of the property and is an unpaved access road/utility easement to a tract of land northeast of the Rocky Mountain Stone property known as the "PNM" tract (PNM electrical substation). This Drainage Area is approximately 0.55 acres in size with a runoff of approximately 1.73 cfs for the 100-yr/6-hr storm event. This access road accepts stormwater discharge from the PNM tract, an area of approximately 4.78 acres in size with a discharge of approximately 15.02 cfs. This combined stormwater runoff flows in a southerly direction to existing drainage structures and the roadside ditch adjacent to the southbound frontage road of I-25.
- Drainage Area No. 4 is located generally in the northern half of the Rocky Mountain Stone property and encompasses an area of approximately 3.60 acres with a runoff discharge of approximately 11.46 cfs for the 100-yr/6-hr storm event. Stormwater ponds on-site. This area has a dirt or gravel surface and is used primarily for materials storage.
- Drainage Area No.5 is the Dickey's Bar B Q property. The property encompasses an area of 0.97 acres and generates flows of 4.48 cfs for the 100 yr/6 hr storm event. Existing stormwater runoff from this area surface flows in a southerly direction through its parking lot and discharges into an existing roadside ditch parallel to the southbound Pan American Freeway frontage road.

Proposed Hydrology

- The five proposed watershed areas are shown on the attached Drainage Plan Sheet D-1.
 - Drainage Area No. 1 is the Dickeys Bar B Q property. With the addition of 19 parking spaces and a new driveway onto the existing access road, the drainage area will increase from the current 0.97 acres to 1.21 acres. Proposed runoff is 5.69 cfs for the 100-yr/6-hr storm event.
 - Drainage Area No. 2 is a portion of the existing access road and proposed new parking spaces. This area is 0.37 acres and generates 1.74 cfs for the 100-yr/6-hr storm event. Runoff from this area ultimately discharges at the existing AMAFCA flume.
 - Drainage Area No. 3 is a new paved area adjacent to and east of the existing Rocky Mountain Stone office building. This area is 0.10 acres and generates 0.47 cfs for the 100-yr/6-hr storm event. Runoff from this area combines with the flows from Drainage Area No. 2 and ultimately discharges at the existing AMAFCA flume.
 - Drainage Area No. 4 includes a portion of the existing access road, an existing parking lot and additional parking area south of the Rocky Mountain Stone office building. This area is 0.50 acres and generates 2.35 cfs for the 100-yr/6-hr storm event. Runoff from this

DEL041-11.D20

this area combines with flows from Drainage Areas 2 and 3 and ultimately discharges at the existing AMAFCA flume.

- Drainage Area No. 4-A includes a portion of the Rocky Mountain Stone office building and shops. This area is 0.65 acres and generates 2.85 cfs for the 100-yr/6-hr storm event. Runoff from this undisturbed area combines with flows from Drainage Areas 2, 3, and 4 and ultimately discharges at the existing AMAFCA flume.
- Drainage Area No. 5 is a portion of the access road from the Southbound Frontage Road northwesterly to a point near the expanded Rocky Mountain Stone parking lot. This area is 0.13 acres and generates 0.61 cfs for the 100-yr/6-hr storm event. Runoff from this area combines with flows from Drainage Areas 2, 3, 4, 4-A and ultimately discharges at the existing AMAFCA flume.

Stormwater flows from both the existing and proposed drainage areas discharge at two points.

The first discharge point is the roadside ditch adjacent to and west of the southbound frontage road of I-25. In the existing condition, Drainage areas 3 and 5 along with the PNM tract flow to this roadside ditch and discharge into existing 2 24-inch diameter corrugated metal pipes under the existing access road driveway. The total estimated existing discharge at this point is approximately 21.23 cfs from a contributing area of approximately 6.30 acres.

The second discharge point is the AMAFCA concrete drainage flume located just southwest of the Rocky Mountain Stone office building and parking lot. In the existing condition, Drainage areas 1 and 2 discharge into the flume. The total estimated existing discharge at this point is approximately 7.09 cfs from a contributing area of approximately 1.95 acres.

The proposed plan will redirect flows from the PNM tract and the existing access road across the Rocky Mountain Stone parking lot to the AMAFCA flume. Stormwater flows for this proposed plan are estimated at 23.04 cfs from the contribution of Drainage areas 2, 3, 4, 4-A, 5, and the PNM tract. This results in an increase of 15.95 cfs.

Stormwater flows to the first discharge point located at the roadside ditch adjacent to the southbound frontage road will decrease 15.54 cfs which is the difference in the existing condition flow of 21.23 cfs to the proposed flow condition of 5.69 cfs.

DEL041-11.D20

Rocky Mountain Stone Access Road Albuquerque, New Mexico 16-Nov-04

Reference: Development Process Manual, Section 22.2, Hydrology

Applicable Bernalillo County Precipitation Zone: 2

UNDEVELOPED CONDITION

Precipitation Depths_{100-Year} [inches]:

P ₆₀	P ₃₆₀	P ₁₄₄₀	P_{4days}	P _{10days}
2.01	2.35	2.75	3.3	3.95

Peak Discharge 100 Vear/6Hour [cfs/acre]:

2 00012 20 10 0 110	B-IOO Y ear/oh	lour (CIB, acre	<u>, , , , , , , , , , , , , , , , , , , </u>
Α	В	С	D
1.56	2.28	3.14	4.7

for $t_c = .2$ hour

Zone 2 Peak Intensity [in/hr]: I = 5.05

Drainage Area 1:

Land Treatment	Area [ft²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]	Q _{100Year/6Hour}	Rational Method, C	Rational Method, Q [cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000	-		0.0000	0.45	0.0000
С		0.9200	100.00%	1.13		0.0866			2.8888	0.62	2.8805
D		0.0000	0.00%	2.12		0.0000			0.0000	0.93	0.0000
Totals	0.0000	0.9200	100.00%		1.1300	0.0866	0.0866	0.0866	2.8888		2.8805

check: 0.0866

 $Volume_{360} [CF] = 3773.75$

 $3773.7 = Volume_{1440}$ [CF]

Drainage Area 2:

Land Treatment	Area [ft²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]	Q _{100Year/6Hour} [cfs]	Rational Method, C	Rational Method, Q [cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
C		0.4120	40.00%	1.13		0.0592			1.2937	0.62	1.2900
D		0.6180	60.00%	2.12		0.0888			2.9046	0.93	2.9024
Totals	0.0000	1.0300	100.00%		1.7240	0.1480	0.1686	0.2304	4.1983		4.1924

check:

0.1480

 $Volume_{360} [CF] = 6445.86$

 $7343.2 = Volume_{1440}$ [CF]

Drainage Area 3:

				Excess							Rational
Land	Area	Area	% of Total	Prec. 100-6	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
Α		0.0000	0.00%	: • 0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		0.5500	100.00%	1.13		0.0518			1.7270	0.62	1.7221
D		0.0000	0.00%	2.12		0.0000			0.0000	0.93	0.0000
Totals	0.0000	0.5500	100.00%		1.1300	0.0518	0.0518	0.0518	1.7270		1.7221

check: 0.0518

 $Volume_{360} [CF] = 2256.05$

 $2256.0 = Volume_{1440} [CF]$

Drainage Area 4:

				Excess							Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
A		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В	- · -	0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
C		3.5000	97.22%	1.13		0.3376			10.9900	0.62	10.9585
D		0.1000	2.78%	2.12		0.0096		***	0.4700	0.93	0.4697
Totals	0.0000	3.6000	100.00%	-	1.1575	0.3473	0.3506	0.3606	11.4600		11.4282

check: 0.3473

 $Volume_{360} [CF] = 15126.21$

 $15271.4 = Volume_{1440}$ [CF]

Drainage Area 5:

				Excess							Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	Volume ₃₆₀	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
Α		0.0000	0.00%	0.53		0.0000		•••	0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		0.0485	5.00%	1.13		0.0084			0.1523	0.62	0.1519
D		0.9215	95.00%	2.12		0.1590			4.3311	0.93	4.3278
Totals	0.0000	0.9700	100.00%		2.0705	0.1674	0.1981	0.2902	4.4833		4.4797

check:

0.1674 7200 44

 $Volume_{360} [CF] = 7290.44$

 $8628.5 = Volume_{1440} [CF]$

Rocky Mountain Stone Access Road Albuquerque, New Mexico 16-Nov-04

Reference: Development Process Manual, Section 22.2, Hydrology

Applicable Bernalillo County Precipitation Zone: 2

DEVELOPED CONDITION

Precipitation Depths_{100-Year} [inches]:

P ₆₀	P ₃₆₀	P ₁₄₄₀	P _{4days}	P _{10days}
2.01	2.35	2.75	3.3	3.95

Peak Discharge 100 V con [cfs/acre]:

I Cak Discin	41 8 100 Year/6H	lour [C13/AC1 C]•
A	В	С	D
1.56	2.28	3.14	4.7

for $t_c = .2$ hour Zone 2 Peak Intensity [in/hr]:

Drainage Area 1:

				Excess							Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q100Year/6Hour	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		0.0000	0.00%	1.13		0.0000			0.0000	0.62	0.0000
D		1.2100	100.00%	2.12		0.2138			5.6870	0.93	5.6828
Totals	0.0000	1.2100	100.00%		2.1200	0.2138	0.2541	0.3751	5.6870		5.6828

0.2138

9311.68

check:

 $Volume_{360} [CF] =$

 $11068.6 = Volume_{1440} [CF]$

Drainage Area 2:

				Excess		-					Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
A		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
C		0.0000	0.00%	1.13		0.0000			0.0000	0.62	0.0000
D		0.3700	100.00%	2.12		0.0654			1.7390	0.93	1.7377
Totals	0.0000	0.3700	100.00%	₽#	2.1200	0.0654	0.0777	0.1147	1.7390		1.7377

check:

0.0654 $Volume_{360} [CF] =$ 2847.37

 $3384.6 = Volume_{1440} [CF]$

Drainage Area 3:

Land Treatment	Area [ft²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]	Q _{100Year/6Hour} [cfs]	Rational Method, C	Rational Method, Q [cfs]
Ā		0.0000	0.00%	0.53 -		0.0000 -	~	90 90	0.0000	- 0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С	·	0.0000	0.00%	1.13		0.0000			0.0000	0.62	0.0000
D		0.1000	100.00%	2.12		0.0177			0.4700	0.93	0.4697
Totals	0.0000	0.1000	100.00%		2.1200	0.0177	0.0210	0.0310	0.4700		0.4697

0.0177 check:

 $Volume_{360} [CF] =$ 769.56 $914.8 = Volume_{1440}$ [CF]

Drainage Area 4:

Land Treatment	Area [ft ²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]	Q _{100Year/6Hour} [cfs]	Rational Method, C	Rational Method, Q [cfs]
A		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000		***	0.0000	0.45	0.0000
С		0.0000	0.00%	1.13		0.0000			0.0000	0.62	0.0000
D		0.5000	100.00%	2.12		0.0883	***		2.3500	0.93	2.3483
Totals	0.0000	0.5000	100.00%		2.1200	0.0883	0.1050	0.1550	2.3500		2.3483

check:

0.0883 $Volume_{360} [CF] =$ 3847.80

 $4573.8 = Volume_{1440} [CF]$

Drainage Area 4-A:

				Excess							Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
A		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В	•	0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		0.1300	20.00%	1.13		0.0230			0.4082	0.62	0.4070
D		0.5200	80.00%	2.12		0.0919			2.4440	0.93	2.4422
Totals	0.0000	0.6500	100.00%		1.9220	0.1148	0.1322	0.1842	2.8522		2.8492

check:

0.1041

4534.96 $Volume_{360} [CF] =$

 $5757.2 = Volume_{1440} [CF]$

Drainage Area 5.

Land	Area	Area	% of Total	Excess Prec. ₁₀₀₋₆	Weighted	Volume ₃₆₀	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6} Hour	Rational	Rational Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]		Method, C	[cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С	· · · · · · · · · · · · · · · · · · ·	0.0000	0.00%	1.13		0.0000			0.0000	0.62	0.0000
D		0.1300	100.00%	2.12		0.0230			0.6110	0.93	0.6105
Totals	0.0000	0.1300	100.00%		2.1200	0.0230	0.0273	0.0403	0.6110		0.6105

check:

0.0230

 $Volume_{360} [CF] =$ 1000.43

 $1189.2 = Volume_{1440} [CF]$

Composite Drainage Area of 2,3,4,4-A,5:

Land Treatment	Area [ft²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]	Q _{100Year/6Hour} [cfs]	Rational Method, C	Rational Method, Q [cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		0.1300	35.14%	1.13		0.0230			0.4082	0.62	0.4070
D		1.6200	92.57%	2.12		0.2862			7.6140	0.93	7.6083
Totals	0.0000	1.7500	100.00%		2.0465	0.3092	0.3632	0.5252	8.0222		8.0154

check: 0.2984

 $Volume_{360} [CF] =$ 13000.12 $15819.5 = Volume_{1440} [CF]$

Drainage Area PNM:

Land Treatment	Area [ft²]	Area [acre]	% of Total Area	Excess Prec. ₁₀₀₋₆ [in]	Weighted E [in]	Volume ₃₆₀ [acre-ft]	Volume ₁₄₄₀ [acre-ft]	Volume _{10day} [acre-ft]		Rational Method, C	Rational Method, Q [cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		4.7845	100.00%	1.13		0.8453			15.0233	0.62	14.9803
D		0.0000	0.00%	2.12		0.0000			0.0000	0.93	0.0000
Totals	0.0000	4.7845	100.00%		1.1300	0.8453	0.8453	0.8453	15.0233		14.9803

check:

0.4505 $Volume_{360} [CF] =$ 19625.54

 $36819.6 = Volume_{1440} [CF]$

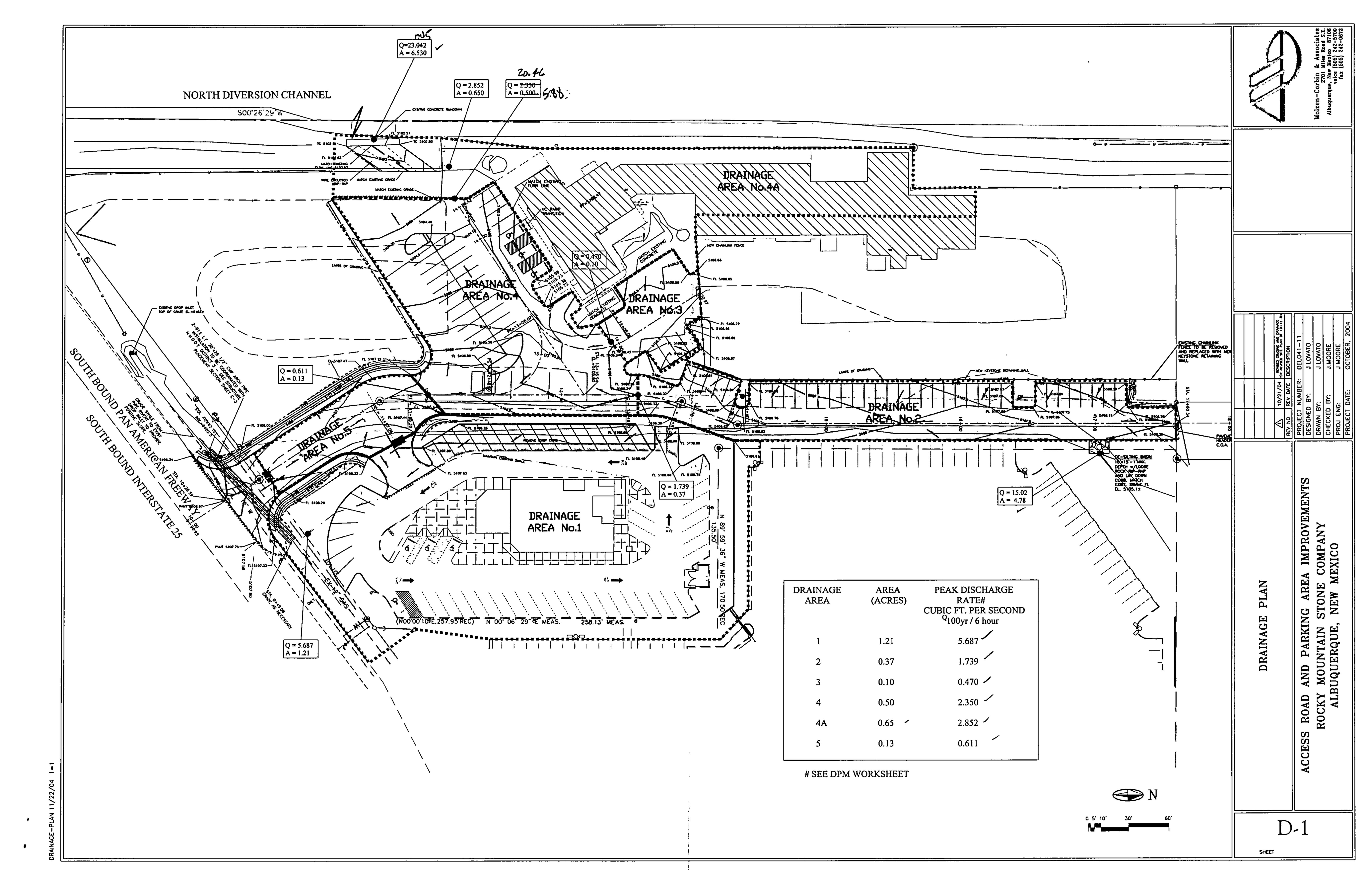
Composite Drainage Area of 2,3,4,4-A,5,PNM:

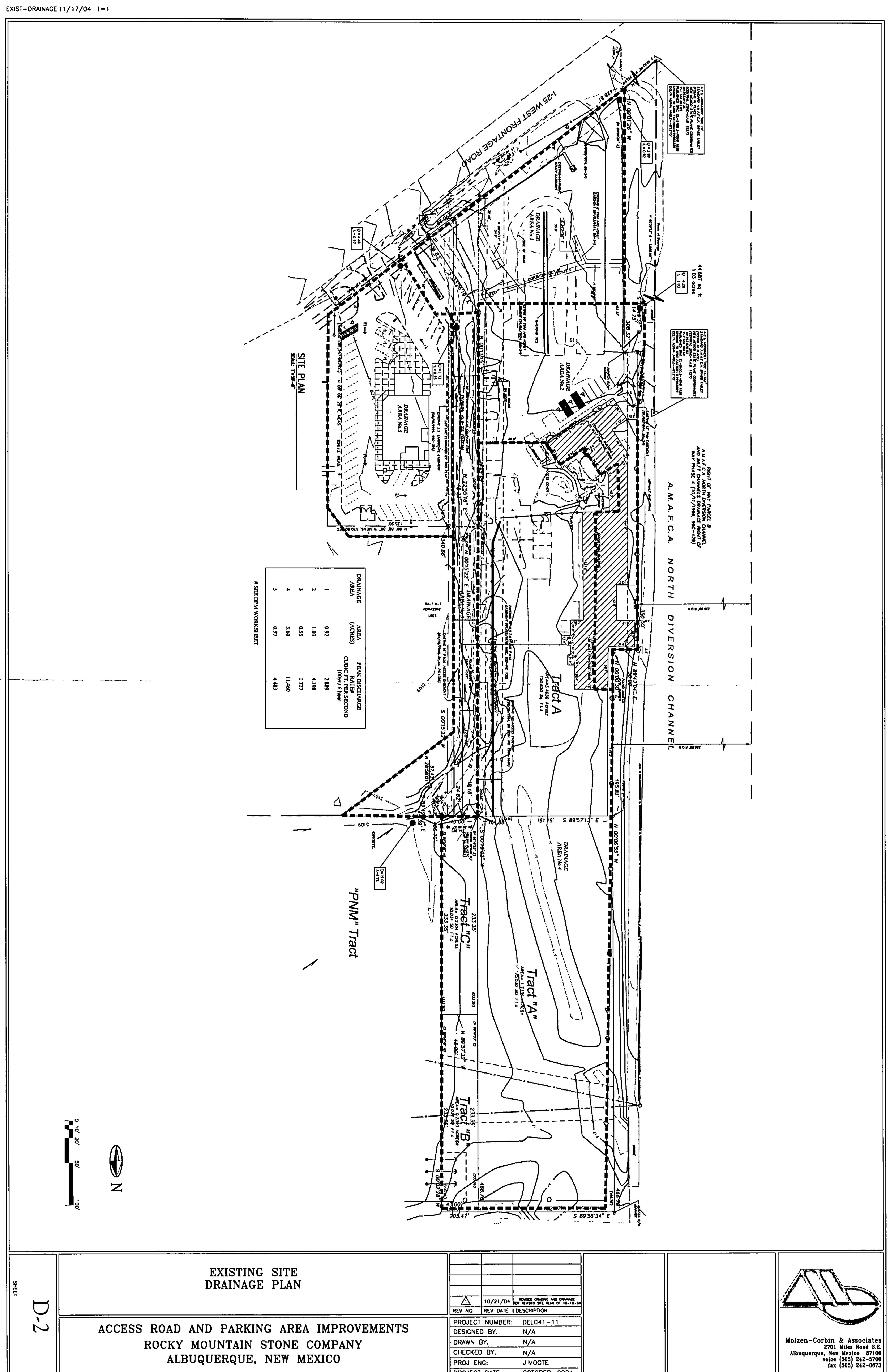
				Excess							Rational
Land	Area	Area	% of Total	Prec. ₁₀₀₋₆	Weighted	$Volume_{360}$	Volume ₁₄₄₀	Volume _{10day}	Q _{100Year/6Hour}	Rational	Method, Q
Treatment	[ft ²]	[acre]	Area	[in]	E [in]	[acre-ft]	[acre-ft]	[acre-ft]	[cfs]	Method, C	[cfs]
Α		0.0000	0.00%	0.53		0.0000			0.0000	0.31	0.0000
В		0.0000	0.00%	0.78		0.0000			0.0000	0.45	0.0000
С		4.9145	75.21%	1.13		0.8682			15.4315	0.62	15.3873
D		1.6200	24.79%	2.12		0.2862		1040	7.6140	0.93	7.6083
Totals	0.0000	6.5345	100.00%		1.3754	1.1544	1.2084	1.3704	23.0455		22.9956

check: 0.7490

 $Volume_{360} [CF] = 32625.66$

 $52639.1 = Volume_{1440} [CF]$





CHECKED BY.

PROJECT DATE:

PROJ ENG:

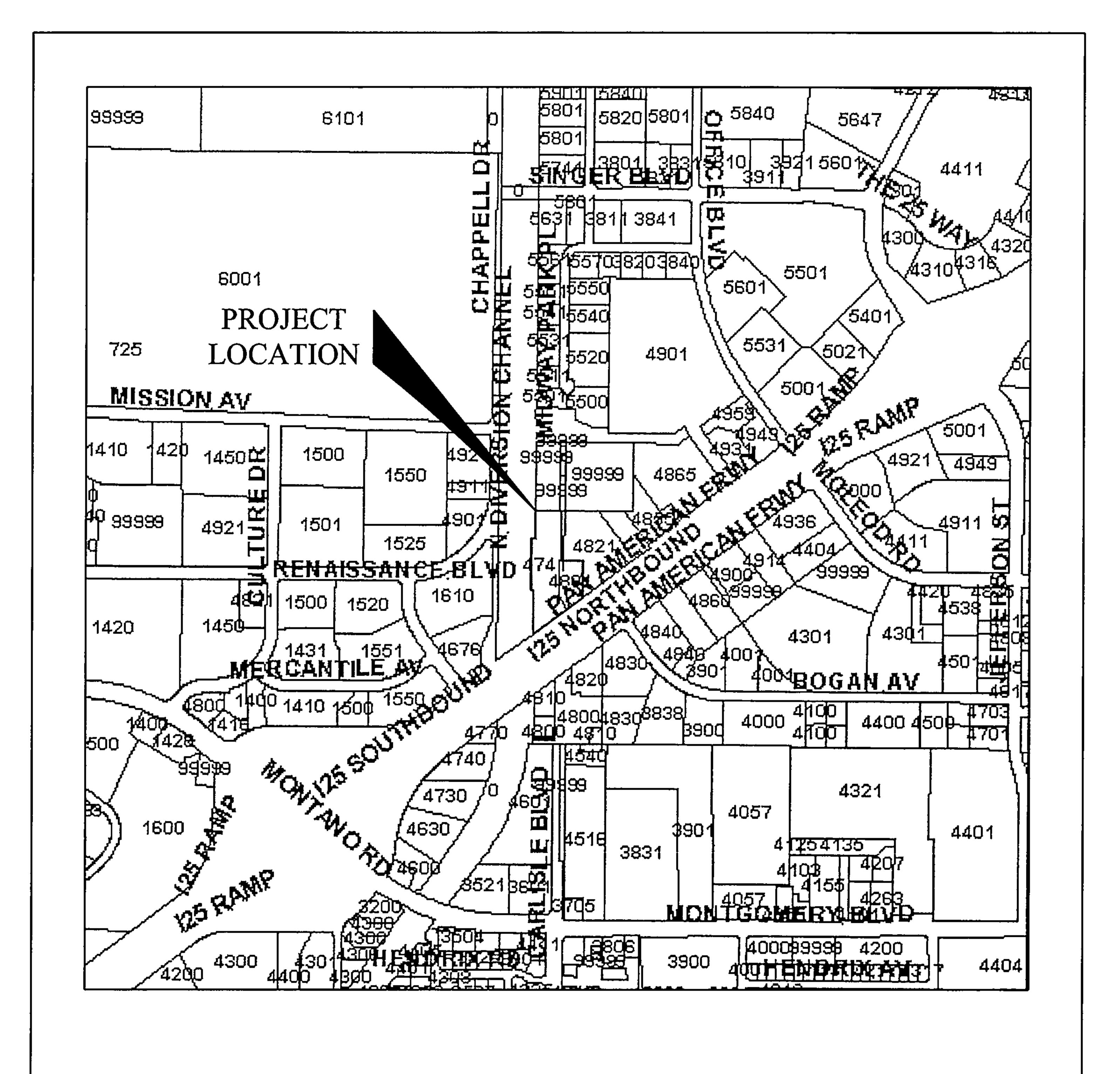
ALBUQUERQUE, NEW MEXICO

MOTICE OF EXTENDED PAYMENT PROVISION, THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

N/A

J MOOTE

OCTOBER, 2004





ROCKY MOUNTAIN STONE COMPANY

ACCESS ROAD AND PARKING AREA IMPROVEMENTS
PARCEL MAP