



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 21, 1999

Mark Goodwin, PE
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

**RE: ENGINEER'S CERTIFICATION FOR CHECKER-SAN MATEO (G-18/D8)
RECEIVED JULY 30, 1999 FOR CERTIFICATE OF OCCUPANCY
ENGINEER'S STAMP DATED 7/30/99**

Dear Mr. Goodwin:

Based on the information included in the submittal referenced above, City Hydrology accepts the Engineer's Certification of grading & drainage.

Contact Vicki Chavez (924-3306) at Plaza del Sol to obtain the Certificate of Occupancy for 3920 San Mateo NE.

If I can be of further assistance, You may contact me at 768-2727.

Sincerely,

John P. Curtin, P.E.
Project Manager, PWD/Hyd

c:

Inspector



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Sincerely,

John P. Curtin, P.E.
Project Manager, PWD/Hyd

c: Inspector

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Checker - San Mateo ZONE/ATLAS/DRNG, FILE#: G-18 / D008
DRB#: _____ EPC# _____ WORK ORDER#: _____
LEGAL DESCRIPTION: Tract 1, Kilian Tract
CITY ADDRESS: 3920 San Mateo NE

ENGINEERING FIRM:	<u>Mark Goodwin & Associates</u>	CONTACT:	<u>Mark Goodwin</u>
ADDRESS:	<u>P O Box 90606, Albuquerque, NM 87199</u>	PHONE:	<u>828-2200</u>
OWNER:	<u>CSK Automotive</u>	CONTACT:	<u>Steven Pistorious</u>
ADDRESS:	<u>645 Missouri, Suite 265, Phoenix, AZ 85012</u>	PHONE:	<u>(602) 631-7161</u>
ARCHITECT:	<u>SLNB</u>	CONTACT:	<u>Jim Lewis</u>
ADDRESS:	<u>1620 Central Ave. SE, Albuquerque, NM 87106</u>	PHONE:	<u>247-1529</u>
SURVEYOR:	<u>Harris Surveying</u>	CONTACT:	<u>Tony Harris</u>
ADDRESS:	<u>2412 Monroe NE, Albuquerque, NM 87110</u>	PHONE:	<u>889-8056</u>
CONTACTOR:	<u>SEJ</u>	CONTACT:	_____
ADDRESS:	_____	PHONE:	_____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT
☐ DRAINAGE PLAN
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☐ GRADING PLAN
☐ EROSION CONTROL
☒ ENGINEER'S CERTIFICATION
☐ OTHER
☐ EASEMENT VACATION

PRE-DESIGN MEETING:

☐ YES
☒ NO
☐ COPY PROVIDED

Notified
Vicki Chavez
on 9-21-99
C.O. OK,

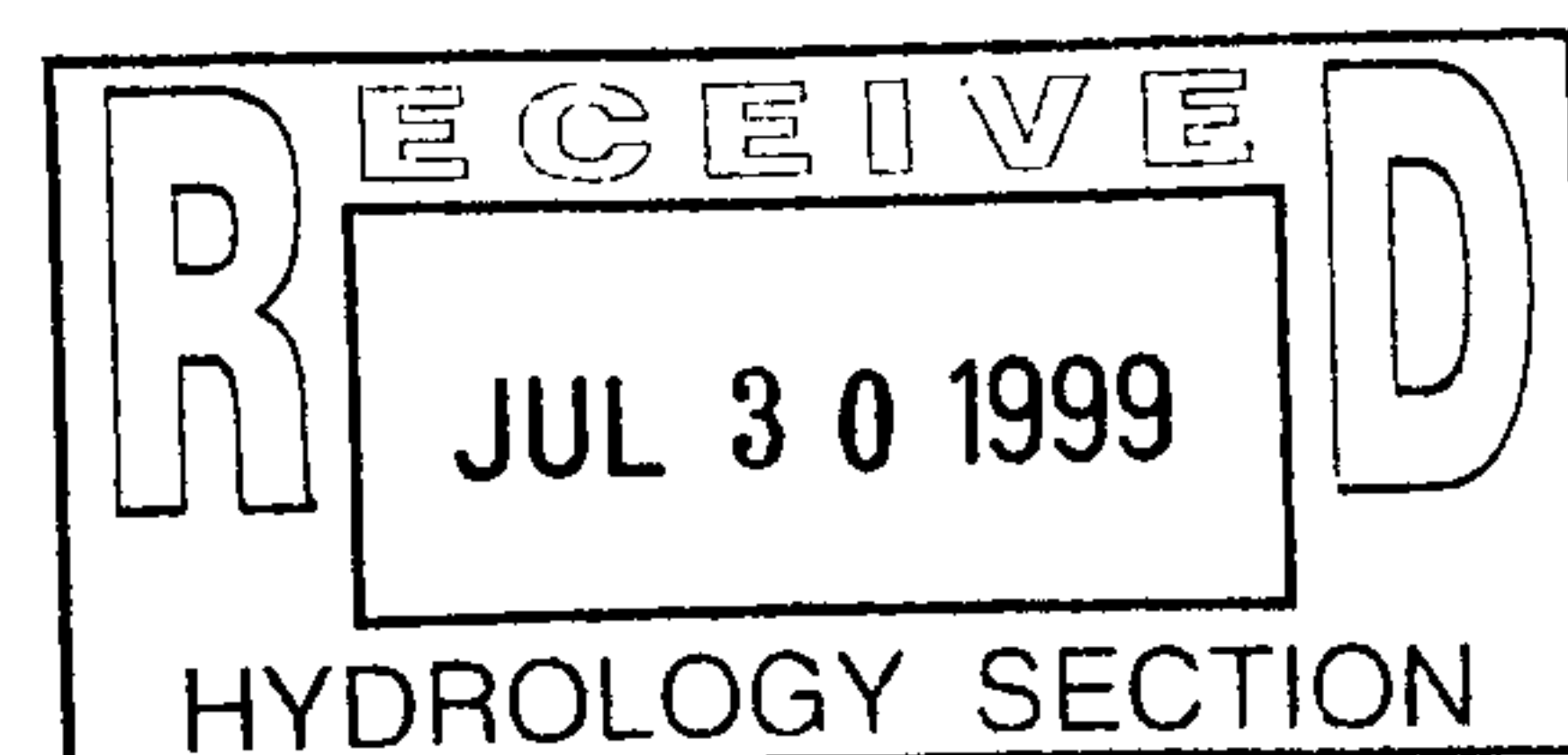
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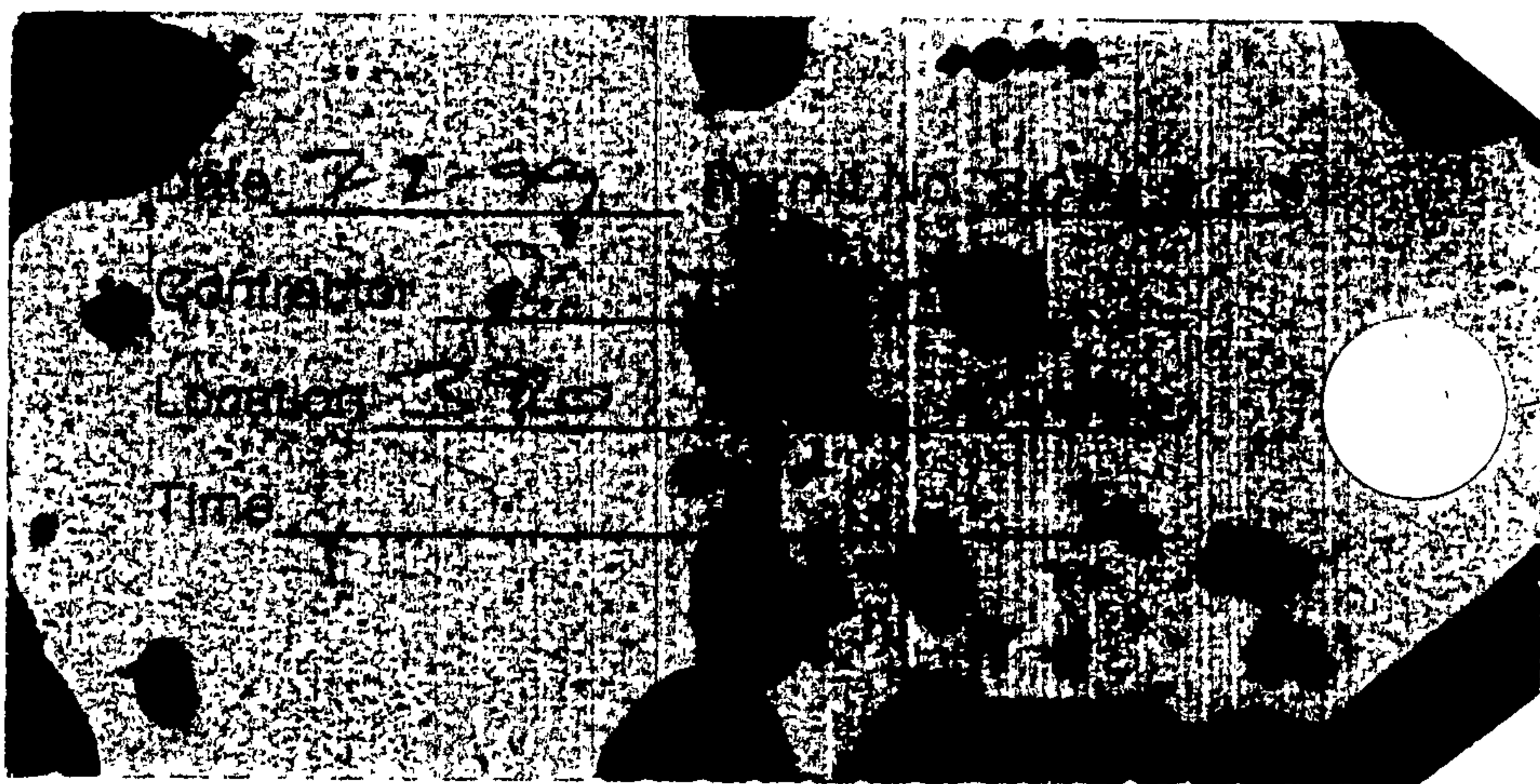
☐ SKETCH PLAT APPROVAL
☐ PRELIMINARY PLAT APPROVAL
☐ S. DEV. PLAN FOR SUB'D APPROVAL
☐ S. DEV. PLAN FOR BLDG PERMIT APPROVAL
☐ SECTOR PLAN APPROVAL
☐ FINAL PLAT APPROVAL
☐ FOUNDATION PERMIT APPROVAL
☐ BUILDING PERMIT APPROVAL
☒ CERTIFICATION OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER - *S.O. 19*
☐ RELEASE OF FINANCIAL GUARANTY

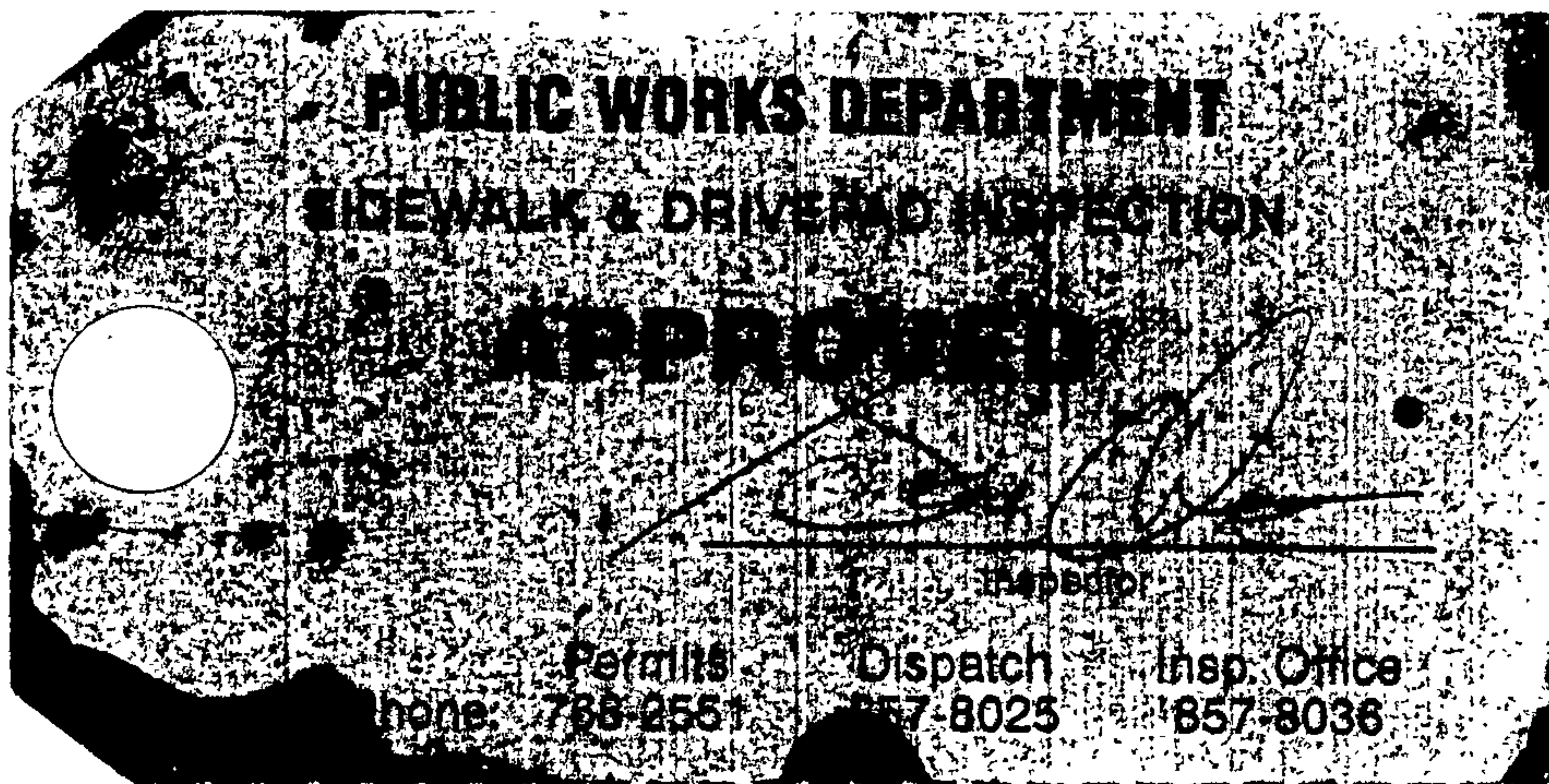
DATE SUBMITTED:

BY:

7/30/99
Mark Goodwin
Mark Goodwin, PE









City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

April 29, 1999

Mark Goodwin
Mark Goodwin & Associates
P.O. Box 90606
Albuquerque, New Mexico 87199

RE: CHECKER AUTO - SAN MATEO (G-18/D8) GRADING AND DRAINAGE PLAN FOR
BUILDING PERMIT AND SO-19, ENGINEER'S STAMP DATED 3/29/99.

Dear Mr. Goodwin:

Based on the information provided on your March 30, 1999 submittal, the above referenced site is approved for building permit and SO-19.

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

Also, a separate permit is required for construction within City R/W. A copy of this approval letter must be on hand when applying for the excavation permit.

Prior to Certificate of Occupancy approval, an Engineer's Certification per the DPM will be required.

If I can be of any further assistance, please feel free to contact me at 924-3980.

Sincerely,

Fred Aguirre, P.E.
City Hydrologist
Public Works Department

c: Andrew Garcia

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Checker - San Mateo ZONE/ATLAS/DRNG, FILE#: G-18 /D8
DRB#: _____ EPC# _____ WORK ORDER#: _____
LEGAL DESCRIPTION: Tract 1, Kilian Tract
CITY ADDRESS: _____

ENGINEERING FIRM:	<u>Mark Goodwin & Associates</u>	CONTACT:	<u>Mark Goodwin</u>
ADDRESS:	<u>P.O. Box 90606, Albuquerque, NM 87199</u>	PHONE:	<u>828-2200</u>
OWNER:	<u>CSK Automotive</u>	CONTACT:	<u>Steven Pistorious</u>
ADDRESS:	<u>645 Missouri, Suite 265, Phoenix, AZ 85012</u>	PHONE:	<u>(602) 631-7161</u>
ARCHITECT:	<u>SLNB</u>	CONTACT:	<u>Jim Lewis</u>
ADDRESS:	<u>1620 Central Ave. SE, Albuquerque, NM 87106</u>	PHONE:	<u>247-1529</u>
SURVEYOR:	<u>Harris Surveying</u>	CONTACT:	<u>Tony Harris</u>
ADDRESS:	<u>2412 Monroe NE, Albuquerque, NM 87110</u>	PHONE:	<u>889-8056</u>
CONTACTOR:	<u>N/A</u>	CONTACT:	_____
ADDRESS:	_____	PHONE:	_____

TYPE OF SUBMITTAL:

☐ DRAINAGE REPORT
☒ DRAINAGE PLAN
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☒ GRADING PLAN
☐ EROSION CONTROL
☐ ENGINEER'S CERTIFICATION
☐ OTHER
☐ EASEMENT VACATION

PRE-DESIGN MEETING:

☐ YES
☒ NO
☐ COPY PROVIDED

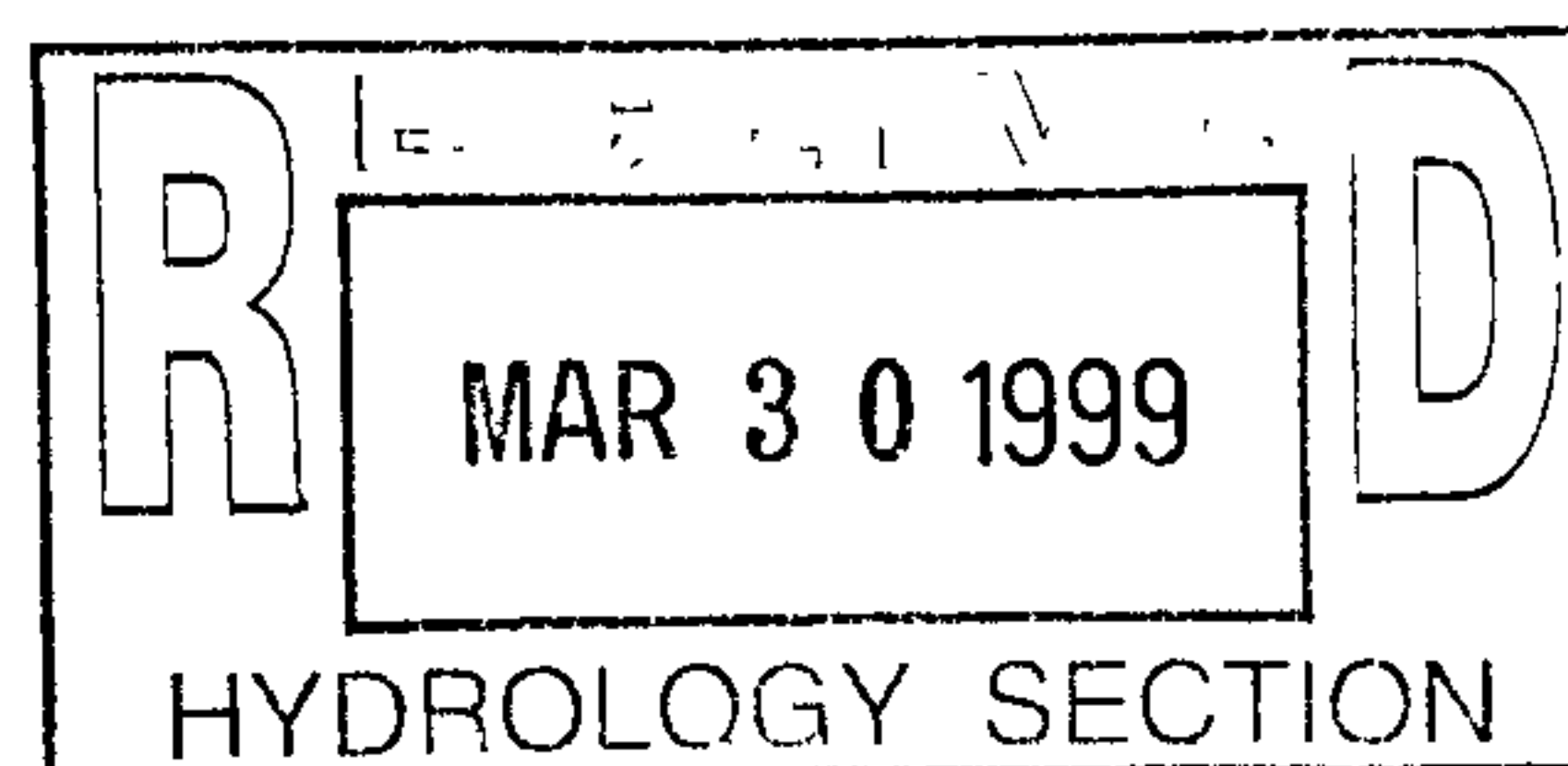
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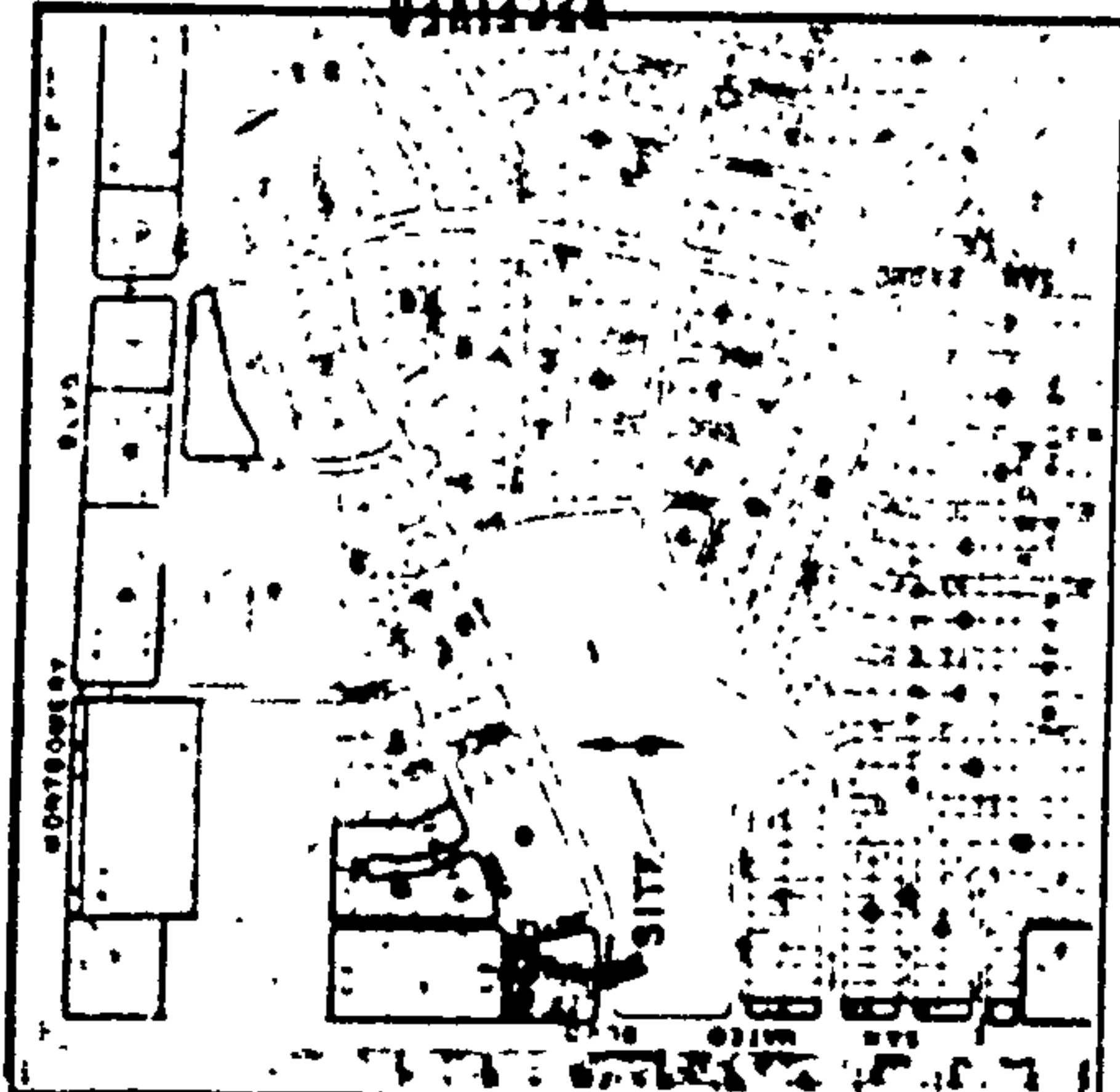
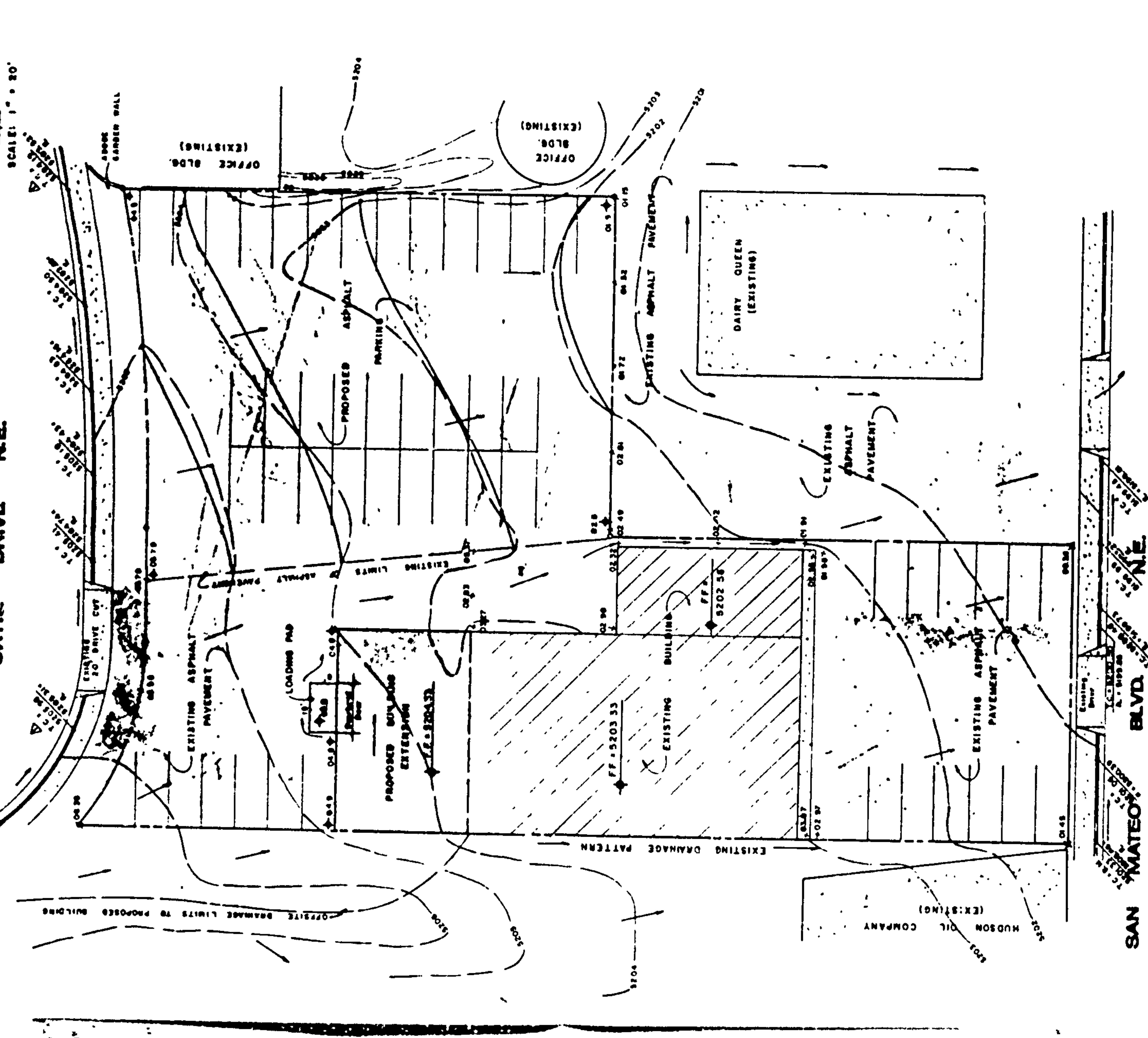
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☒ OTHER - S.O. 19
☐ RELEASE OF FINANCIAL GUARANTY

DATE SUBMITTED: 3/30/99

BY: Mark Goodwin

Mark Goodwin, PE





VICINITY MAP - G-19

NOTES

LEGAL TRACTS B.C. 418 OF PARLAMENT PLAZA, A THE NORTHERLY 1853' M. TRACT 418-42 OF EARLHART PLAZA - SITE AREA 0.89 AC.

EXISTING TOPO BY GORDON J. DOUGLAS, N. MEX. REGISTERED SURVEYOR, 7-18-87.

BENCH MARK CURB SCRIBE, TOP OF CURB ON OPPOSITE N.W. CORNER, ELEV. 5201.33.

SITE IS NOT LOCATED IN FLOOD HAZARD AREA, PER CITY DRAINAGE MANAGEMENT VOL. III.

OFFSITE DRAINAGE LIMITED TO SMALL AREA (3500'x12') 0100' 01' 16" DRAINING TO SWALE LOCATED ALONG EXISTING BUILDING PROPOSED BUILDING EXTENSION TO CONTINUE DRAINAGE TO THE WEST ON-SITE DRAINAGE TO CONTINUE FLOW TO SURROUNDING PAVED AREAS OF DAIRY QUEEN SITE FOR EXIT ON SAN MATEO.

- LEGEND
- 5203.7 - EXISTING SPOT ELEVATION
 - 5204 - EXISTING CONTOUR ELEVATION
 - 5205 - PROPOSED SPOT ELEVATION
 - 5205 - PROPOSED FINISHED CONTOUR
 - SURFACE FLOW DIRECTION

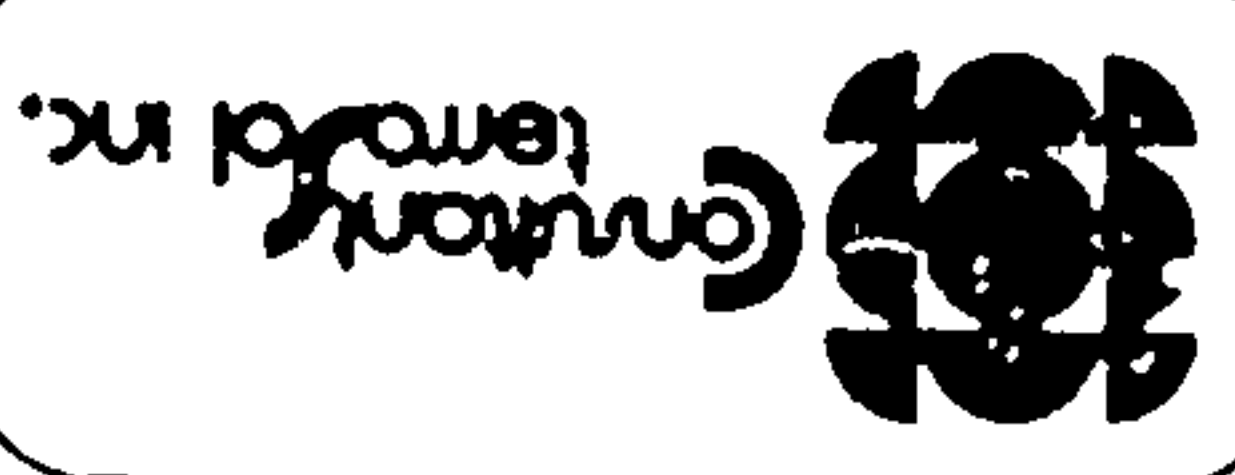
RECEIVED

MUG 23/1991

CITY 1

ALBUQUERQUE
NEW MEXICO

DRAINAGE STUDY Kilian Tract No 1



Tekin Group, Inc.
Real Estate Brokerage & Development
5801 Eubank NE, Suite 216, Bldg 16, Albuquerque, NM 87111
Tel 505.821.2911 - Fax 505.821.2912 - E-mail: tekingroup@aol.com

Ken Tekin, JD
Licensed in AZ & NM

Fran Aslakson

FAX MEMO

TO: Andrew Garcia
Hydrology/Drainage Inspector
City of Albuquerque
600 2nd Street NW
Albuquerque, NM

FROM: Ken

RE: Easement Agreements
3920 San Mateo NE
Checker Site CSK Auto Site

DATE: April 21, 1999

As you know, we left some telephone messages for you and so did Stephen Pistorious with CSK Auto. Stephen wanted us to hand deliver to you the following Agreements pertaining to CSK Auto's re-development of this property:

1. 14-Page Easement Agreement
2. 5-Page Private Drainage Agreement

We will hand deliver these Agreements to your office first thing tomorrow morning to the front counter (2nd floor west, Plaza Del Sol Bldg) for you. If you could please call Stephen directly at 602-631-7161 upon receipt of this, we would appreciate it.

Copy via fax w/o enc: Stephen Pistorious
Fran Windsor
Dan Scruggs

When recorded return to:
CSK Auto, Inc.
645 E. Missouri
Phoenix, AZ 85012
Attn: Legal Department
Store No. 1707

PRIVATE DRAINAGE EASEMENT

This Private Drainage Easement is entered into by and between John A. Bloomfield, whose address is 3908 San Mateo NE, Albuquerque, New Mexico 87110, and Richard E. Slinker and Betty L. Slinker, Co-Trustees of the Richard E. Slinker and Betty L. Slinker Revocable Trust dated December 26, 1995, whose address is 51 West Lake Drive NE, Albuquerque, New Mexico 87112 (collectively, "Grantors") and FFCA ACQUISITION CORPORATION, a Delaware corporation, whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255 ("Grantee").

1. Recitals.

(a) Grantors own or hold an ownership interest in the following property: Tract A-1A-1 of Earlmont Plaza, a subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of Tract A-1A of Earlmont Plaza, a Subdivision in the City of Albuquerque, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on June 22, 1971 in Map Book A-3, Folio 85, which property is also know as 3908 San Mateo NE, Albuquerque, New Mexico 87110 (the "Grantor's Property").

(b) Grantee owns the following property: Kilian Tract No. 1, a tract of land in the City of Albuquerque, New Mexico, being a replat of tracts B, C, A-1-B and the northerly 118.53 feet of tract A-1-A-2 Earlmont Plaza, as the same is shown and designated on the plat of said tract, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 31, 1981 in Map Book C-18, folio 142 (the "Grantee's Property").

2. Grant of Easement. The Grantors hereby grant and convey drainage the Grantee solely for the benefit of the Grantee's Property, a permanent private drainage easement over, upon and across the Grantors' Property for the purpose of surface drainage of storm water from the Grantee Property (the "Easement").

3. Warranty. Grantors covenant that they are the owners of the Grantors' Property and that they have a good lawful right to convey the Easement, that the Grantors' Property is free from all encumbrances except encumbrances of record and taxes due and owing the Treasurer of Bernalillo County, and that the Grantors will forever warrant and defend the title of the Grantors' Property against all claims from all persons or entities.

4. Binding on Grantors' Property. The grant and other provisions of this Easement constitute covenants running with the land for the benefit of the

Grantee and its successors and assigns, and shall run with the Grantors' Property until released of record by the Grantee and the Chief Administrative Officer (as approved by the City Engineer) of the City of Albuquerque.

5. Liability of City of Albuquerque (the "City"). The Grantors understand and agree that the City shall not be liable to the Grantors, or their respective heirs, successors or assigns, or to any third parties for any damages resulting from the Easement.

6. Maintenance; Relocation. Grantee shall maintain all drainage channels in good order. Upon thirty (30) days written notice to Grantee, Grantee will promptly relocate any drainage channels to another reasonable location within the Grantors' Property.

7. Notices. Notices under this Easement may be delivered by first class mail, return receipt requested, at the address of the owner of the applicable property as shown on the records of the Bernalillo County tax assessor.

8. Indemnification. Grantee shall permit the Easement to constitute a hazard to the health or safety of the general public. Grantee agrees to indemnify, defend and hold harmless the Grantors and the City, its officials, agents and employees, and the Grantors, its heirs, successors and assigns from any claims, actions suits, or other proceedings arising from or out of the Grantee's failure to comply with the terms of this Easement.

SIGNATURES ON THE FOLLOWING PAGE


GRANTORS:

BY:

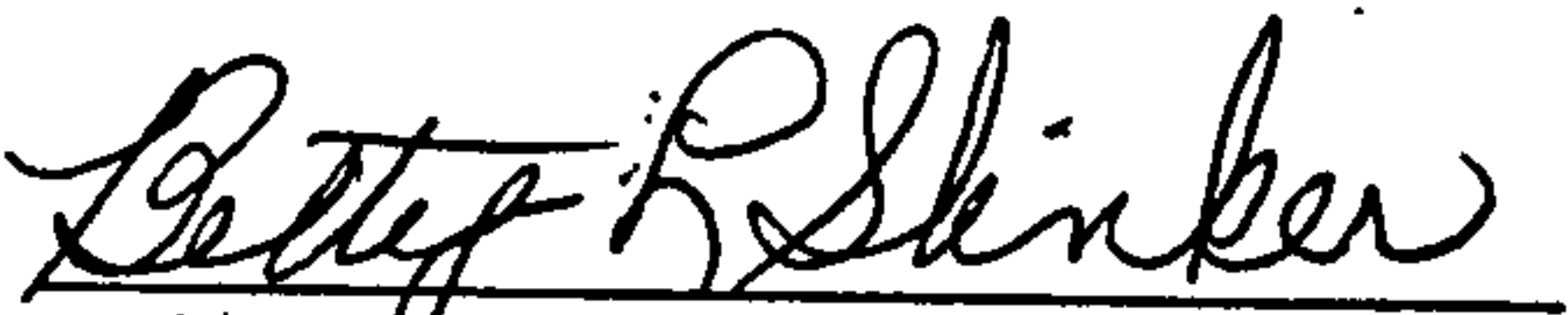

John A. Bloomfield

Richard E. Slinker
and Betty L. Slinker
Revocable Trust
Dated December 26, 1996

By:


Richard E. Slinker, Trustee

By:


Betty L. Slinker, Trustee

GRANTEE:

FFCA ACQUISITION CORPORATION,
A Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF NEW MEXICO

}

} SS

COUNTY OF BERNALILLO

}

This instrument was acknowledged before me this 20 day of April, 1999 by John A. Bloomfield.

My Commission Expires:

3/20/2002



OFFICIAL SEAL
Michael Rogholt

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 3/20/2002

[Signature]
Notary Public

STATE OF NEW MEXICO

}

} SS

COUNTY OF BERNALILLO

}

This instrument was acknowledged before me this 21 day of April, 1999 by ~~Richard E. Slinker~~ and Betty L. Slinker, Co-Trustees of the Richard E. Slinker and Betty L. Slinker Revocable Trust dated December 26, 1995.

My Commission Expires:

9-26-2000

[Signature]
Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 1999 before me
_____, personally appeared _____ the
_____ of FFCA ACQUISITION CORPORATION, a Delaware corporation,
personally known to me or proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

WHEN RECORDED, RETURN TO:

FFCA Acquisition Corporation

17207 North Perimeter Drive

Scottsdale, Arizona 85255

CSK Auto, Inc. Store No. _____

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is executed this _____ day of _____, 1999 by and between the following parties: (a) FFCA ACQUISITION CORPORATION, a Delaware corporation ("FFCA"); (b) GBA INVESTORS, a Wisconsin partnership ("GBA"); and (c) JOHN A. BLOOMFIELD, a single man ("Bloomfield").

RECITALS:

A. FFCA is the owner of certain real property situated in the County of Bernalillo, State of New Mexico, legally described as Kilian Tract No. 1, a tract of land in the City of Albuquerque, New Mexico, being a replat of tracts B, C, A-1-B and the northerly 118.53 feet of tract A-1-A-2 Earlmont Plaza, as the same is shown and designated on the plat of said tract, filed in the Office of the County Clerk of Bernalillo County, New Mexico on July 31, 1981 in Map Book C-18, folio 142 (the "Checker Parcel").

B. GBA is the owner of certain real property situated in the County of Bernalillo, State of New Mexico, legally described as Lot -1-E in Block 48 of Unit 4, of the Altahont Addition to the City of Albuquerque, New Mexico, as the same is shown and designated on the Replat of Lot 1, Block 48 of said Addition filed in the office of the County Clerk of Bernalillo County, New Mexico on April 28, 1970 in Map Book A3, Folio 7 (the "Batteries Plus Parcel"). The Batteries Plus Parcel is currently leased by GBA to Kerth Hasky pursuant to a lease dated 4-3-96 (the "Batteries Plus Tenant").

C. Bloomfield is the owner of certain real property situated in the County of Bernalillo, State of New Mexico, legally described as Tract A-1A-1 of Earlmont Plaza, a subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of Tract A-1A of Earlmont Plaza, a Subdivision in the City of Albuquerque, New Mexico, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on June 22, 1971 in Map _____ Book A-3, Folio 85 (the "Dairy Queen Parcel"). Bloomfield's ownership interest in the Dairy Queen Parcel is evidenced by that Real Estate Contract dated July 12, 1976 filed in the Office of the County Clerk of Bernalillo County, New Mexico on July 12, 1996 at Document No. 96077852. Pursuant to the Real Estate Contract, Bloomfield is the purchaser and the seller is Richard E. Slinker and Betty L. Slinker, Co-Trustee of the Richard E. Slinker and Betty L. Slinker Revocable Trust dated December 26, 1995 (the "Dairy Queen Seller").

D. The Batteries Plus Parcel, Checker Parcel and Dairy Queen Parcel shall be referred to herein as the "Property".

E. The parties desire to create certain easements, and to establish the obligations of the parties regarding the development, construction, maintenance and use of such easements.

PROVISIONS:

1. Access Easement on Batteries Plus Parcel. GBA hereby creates and grants to FFCA a non-exclusive easement for vehicular and pedestrian ingress and egress, over, upon the curb cut and driveway area off of San Mateo Boulevard (the "Access Easement on Batteries Plus Parcel"). The Access Easement on Batteries Plus Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "B", both attached hereto and by this reference incorporated herein. The Access Easement on Batteries Plus Parcel does not include any parking rights and FFCA shall not use any parking spaces on the Batteries Plus Parcel and GBA shall not use any parking spaces on the Checker Parcel.

2. Access Easements on Checker Parcel..

a. Access Easement for GBA. FFCA hereby creates and grants to GBA a non-exclusive easement for vehicular and pedestrian ingress and egress, over, upon the drive isles and access ways on the Checker Parcel to Ortiz Drive (the "Access Easement for GBA on Checker Parcel"). The Access Easement for GBA on Checker Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "C-1", both attached hereto and by this reference incorporated herein. The Access Easement for GBA on Checker Parcel does not include any parking rights and GBA shall not use any parking spaces on the Checker Parcel and FFCA shall not use any parking spaces on the Batteries Plus Parcel.

b. Access Easement for Bloomfield. FFCA hereby creates and grants to Bloomfield a non-exclusive easement for vehicular and pedestrian ingress and egress, over, upon the drive isle and access way on the Checker Parcel from the east boundary of the Dairy Queen Parcel to Ortiz Drive (the "Access Easement for Bloomfield on Checker Parcel"). The Access Easement for Bloomfield on Checker Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "C-2", both attached hereto and by this reference incorporated herein.

3. Access Easement on Dairy Queen Parcel. Bloomfield hereby creates and grants to FFCA a non-exclusive easement for vehicular and pedestrian ingress and egress, over, upon the drive isle and driveway area off of San Mateo Boulevard (the "Access Easement on Dairy Queen Parcel"). The Access Easement on Dairy Queen Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "D", both attached hereto and by this reference incorporated herein.

4. Trash Enclosure Easement on Checker Parcel. FFCA hereby creates and grants to Bloomfield an exclusive easement for a trash enclosure, including grease pit and trash receptacles,

on the Checker Parcel (the "Trash Enclosure Easement on Checker Parcel"). The Trash Enclosure Easement on Checker Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "E", both attached hereto and by this reference incorporated herein.

5. Parking Easement on Checker Parcel. FFCA hereby creates and grants to Bloomfield an exclusive easement for eight (8) employee parking spaces on the Checker Parcel (the "Parking Easement on Checker Parcel"). The Parking Easement on Checker Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "F", both attached hereto and by this reference incorporated herein. The Parking Easement on Checker Parcel shall be used exclusively by Bloomfield for employee parking. Except as provided in this Paragraph 5, Bloomfield shall not use any other parking spaces on the Checker Parcel.

6. Parking Easement on Dairy Queen Parcel. Bloomfield hereby creates and grants to FFCA an exclusive easement for five (5) parking spaces on the Dairy Queen Parcel (the "Parking Easement on Dairy Queen Parcel"). The Parking Easement on Dairy Queen Parcel is shown on the drawing attached hereto as Exhibit "A" and legally described on Exhibit "G", both attached hereto and by this reference incorporated herein. Except as provided in this Paragraph 6, FFCA shall not use any other parking spaces on the Dairy Queen Parcel.

7. Improvement of Easements. FFCA, at its sole cost and expense, shall develop and construct the following easements in accordance with the drawing on Exhibit "A" attached hereto: (a) Access Easement on Batteries Plus Parcel; (b) Access Easement for GBA on Checker Parcel; (c) Access Easement for Bloomfield on Checker Parcel, including without limitation, removing the bollards on the Dairy Queen Parcel and installing a new speed bump as shown on Exhibit "A"; (d) Trash Enclosure Easement on Checker Parcel, including without limitation, removing the existing trash enclosure on the Dairy Queen Parcel and relocating Bloomfield's grease pit and trash receptacles to the trash enclosure easement area; (e) Parking Easement on Checker Parcel; and (f) Parking Easement on Dairy Queen Parcel. FFCA's construction of the foregoing easements shall be completed simultaneously with its development of the Checker Parcel. Notwithstanding the foregoing, during such times as CSK Auto, Inc., an Arizona corporation ("CSK") is the lessee of the Checker Parcel or is in possession of the Checker Parcel, CSK will assume all obligations of FFCA under this Paragraph.

8. Use of the Easements. The easements created hereby shall be used in compliance with all laws and regulations and the parties shall not unreasonably interfere with or impair any rights created hereunder, or in any way prevent the free flow of traffic over and across the curb cut areas, drive isles or access ways referred to herein.

9. Maintenance, Insurance and Taxes.

a. GBA. GBA, at its sole cost and expense, shall maintain and insure the Access Easement on Batteries Plus Parcel and pay all real estate taxes and assessment associated therewith.

b. **FFCA.** FFCA, at its sole cost and expense, shall maintain and insure the (i) Access Easement for GBA on Checker Parcel, (ii) Access Easement for Bloomfield on Checker Parcel, (iii) Parking Easement on Dairy Queen Parcel. FFCA shall pay all real estate taxes and assessments associated therewith on the Checker Parcel. Notwithstanding the foregoing, during such times as CSK is the lessee of the Checker Parcel or is in possession of the Checker Parcel, CSK will assume all obligations of FFCA under this Paragraph.

c. **Bloomfield.** Bloomfield, at its sole cost and expense, shall maintain and insure the (i) Access Easement on Dairy Queen Parcel, (ii) Trash Enclosure Easement on Checker Parcel, and (iii) Parking Easement on Checker Parcel. Bloomfield shall pay all real estate taxes and assessments associated therewith on the Dairy Queen Parcel.

d. **Definitions.** Maintain, as used in this paragraph, shall include, but not be limited to, paving, repaving, repairing and plowing, as well as keeping such easement areas clean and in compliance with all laws and regulations. Insure, as used in this paragraph, shall mean keeping in full force and effect a policy of commercial general liability insurance with bodily injury and property damage coverage with respect to the easements.

e. **Failure to Maintain.** In the event any party fails to maintain an easement as required herein, the other party or parties may do so at their expense provided the party that fails to maintain is given fourteen (14) days prior written notice.

10. **Indemnifications.**

a. **GBA.** FFCA shall indemnify and hold harmless GBA of and from any liability, obligation, action, suit, judgment, loss, claim or demand resulting from the failure of FFCA to comply with the terms of this Agreement, unless such failure is caused by GBA, its successors, assigns, occupants, tenants, employees, invitees or customers. GBA shall indemnify and hold harmless FFCA of and from any liability, obligation, action, suit, judgment, loss, claim or demand resulting from the failure of GBA to comply with the terms of this Agreement, unless such failure is caused by FFCA, its successors, assigns, occupants, tenants, employees, invitees or customers.

b. **Bloomfield.** FFCA shall indemnify and hold harmless Bloomfield of and from any liability, obligation, action, suit, judgment, loss, claim or demand resulting from the failure of FFCA to comply with the terms of this Agreement, unless such failure is caused by Bloomfield, its successors, assigns, occupants, tenants, employees, invitees or customers. Bloomfield shall indemnify and hold harmless FFCA of and from any liability, obligation, action, suit, judgment, loss, claim or demand resulting from the failure of Bloomfield to comply with the terms of this Agreement, unless such failure is caused by FFCA, its successors, assigns, occupants, tenants, employees, invitees or customers.

c. **CSK.** Notwithstanding the foregoing, during such times as CSK is the lessee of the Checker Parcel or is in possession of the Checker Parcel, CSK will assume all obligations of

FFCA under this Paragraph 10.

11. **Notices.** All notices and other communications to be given hereunder shall be in writing and shall be deemed to have been given either by (a) personal delivery (by local courier), (b) receipt at the applicable address specified below by first class registered or certified mail, return receipt requested, postage prepaid, or (c) overnight delivery service (e.g. Airborne Express), addressed as follows:

To GBA: ATTN: LARRY NIFONG
GBA Investors
C/O NIFONG REALTY
2131 SOUTH WEBSTER AVE.
GREEN BAY, WI 54301-2258

To Batteries Plus Tenant: KEITH HASKY
4000 SAN MATEO NE
ALBUQUERQUE, NM
87110

To FFCA: FFCA Acquisitions Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255
Attention: Property Management

To CSK: CSK AUTO, INC.
645 E. Missouri, Suite 400
Phoenix, Arizona 85012
Attention: Legal Department (No. ____)

To Bloomfield: John A. Bloomfield
DAIRY QUEEN
3908 SAN MATEO NE
ALBUQUERQUE, NM
87110

To Dairy Queen Seller: Richard E. Slinker and Betty L. Slinker
51 WEST LAKE DR NE
ALBUQUERQUE, NM
87112

or at any other address designated by the above in writing, in the manner set forth in this Paragraph. Any such notice or communication shall be deemed to have been given as of the date of delivery if hand delivered, the date of receipt if sent by overnight delivery service, or as of three (3) days after the date of mailing if mailed first class registered or certified.

12. **Limitation of Easement.** This Agreement is intended for the sole use and benefit of the parties and their respective occupants, tenants, employees, invitees and customers and is not intended, nor shall it be construed, to create any rights in or for the benefit of the general public.

13. **Binding Effect.** This rights and easements granted herein shall be deemed to be covenants running with the land, shall inure to the benefit of the parties, and shall be binding upon the parties and their respective successors and assigns.

14. **Amendment.** This Agreement may not be amended, modified, terminated or released without the written consent of all of then owners of the Property expressly benefitted and burdened by such an agreement. Any such agreement shall be effective only from and after the date of the recording thereof in the Office of the County Recorder of Bernalillo County, New Mexico.

15. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any of the remaining terms and provisions of this Agreement, and the same shall continue to be effective to the fullest extent permitted by law.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

GBA

GBA INVESTORS, a Wisconsin partnership

By: Larry L. Nifong

Name: LARRY L. NIFONG

Its: General Partner

STATE OF S.C.

County of Beaufort

)

) ss.

)

On this 24 day of March, 1999 before me, a notary public, personally appeared Larry L. Nifong, the General Partner of GBA Investors, a Wisconsin partnership, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the partnership executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: July 22, 2000

Notary Public



FFCA

FFCA ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
County of _____) ss.
_____)

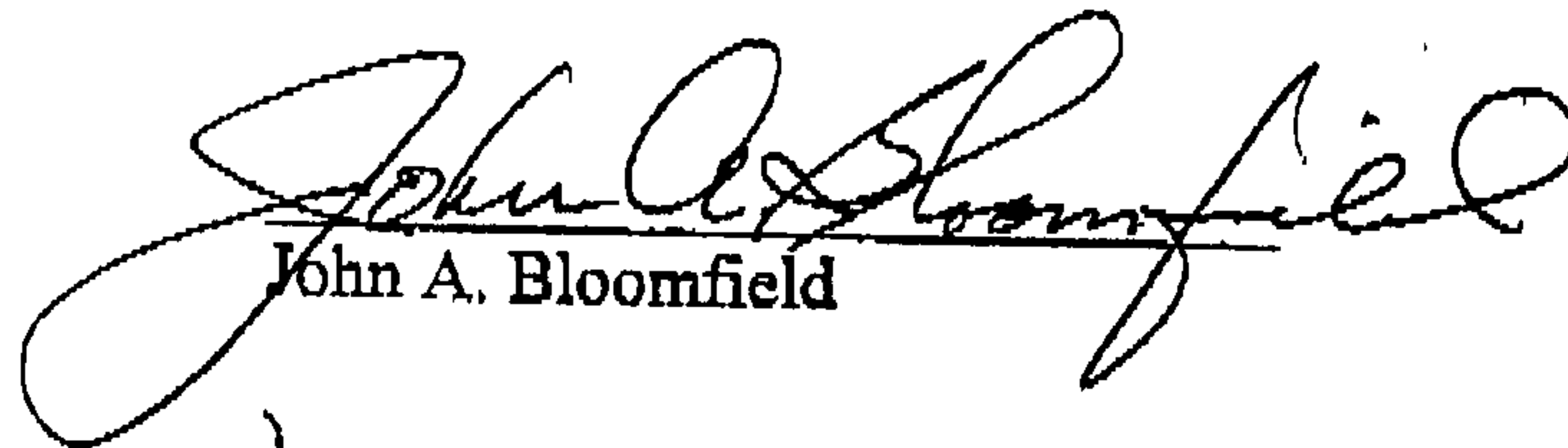
On this _____ day of _____, 1999 before me, a notary public, personally appeared _____, the _____ of FFCA Acquisition Corporation, a Delaware corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the corporation executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

BLOOMFIELD


John A. Bloomfield

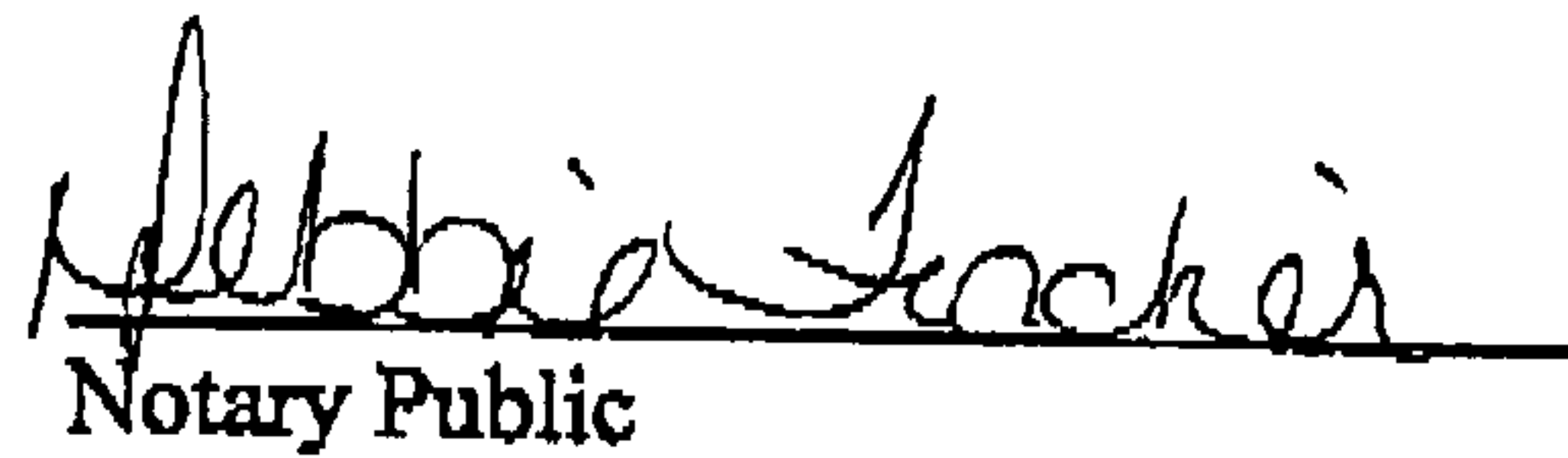
STATE OF New Mexico

County of Bernalillo

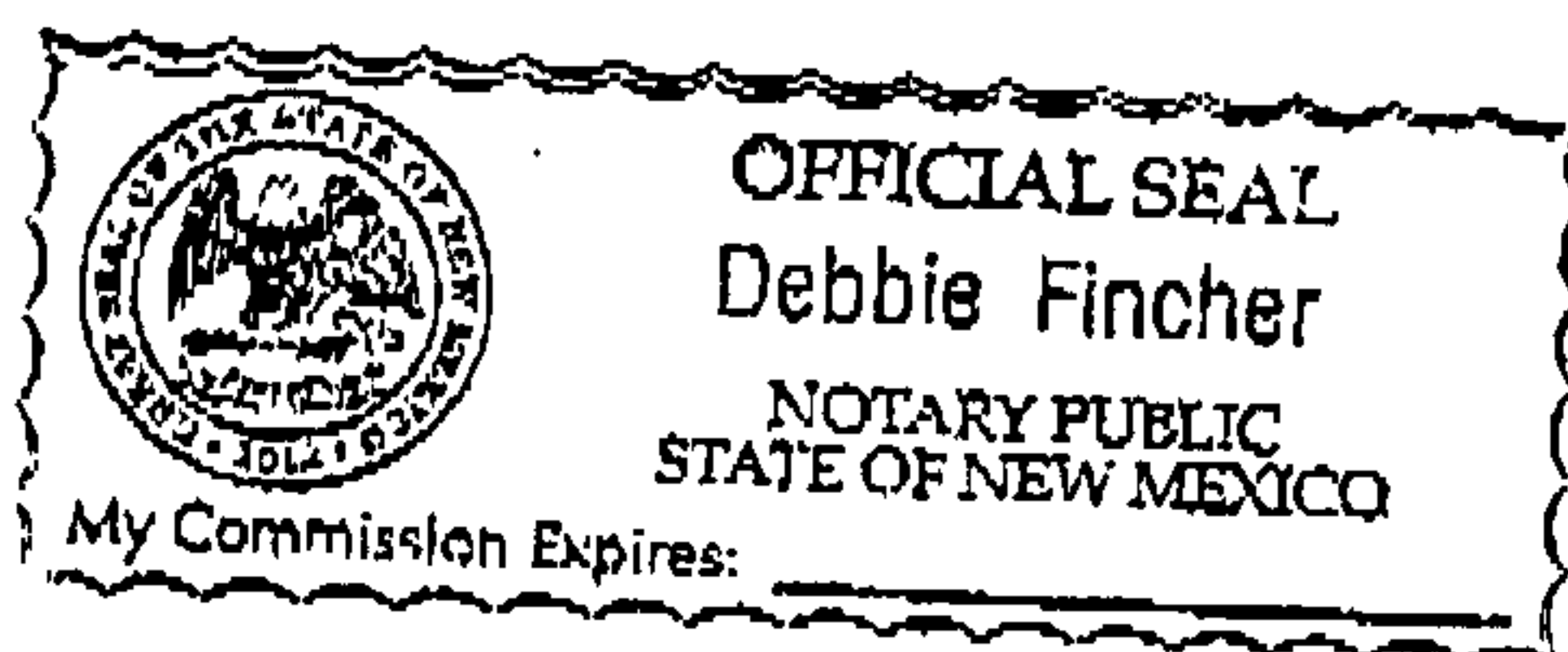
)
) ss.
)

On this 10 day of February, 1999 before me, a notary public, personally appeared John A. Bloomfield, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 8-1-00



The foregoing Easement Agreement is hereby approved by the undersigned and the undersigned agrees to be bound by the terms and conditions of this Easement Agreement:

CSK

CSK AUTO, INC., an Arizona corporation

By: [Signature]

Name: Lon Novatt

Its: Senior Vice President

By: [Signature]

Name: ~~Kevin Groman~~ Fran C. Windsor

Its: Assistant Secretary

STATE OF ARIZONA)

) ss.

County of Maricopa)

On this 21st day of April, 1999 before me, a notary public, personally appeared Lon Novatt, the Senior Vice President and Kevin Groman, the Assistant Secretary, both of CSK Auto, Inc., an Arizona corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the corporation executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: Aug 15, 2002



The foregoing Easement Agreement is hereby approved by the undersigned and the undersigned agrees to be bound by the terms and conditions of this Easement Agreement relating to the Batteries Plus Parcel:

BATTERIES PLUS TENANT

By: Ervin G. Hasky, MD

Name: ERVIN G. HASKY, MD

Its: EXEC. U.P.

STATE OF New Mexico

County of Bernalillo

)

) ss.

)

On this 12th day of April, 1999 before me, a notary public, personally appeared ERVIN G. HASKY, the _____ of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the partnership executed the instrument.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission Expires: _____



OFFICIAL SEAL

CHRISTINA BUNDY

NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: May 9, 2001

The foregoing Easement Agreement is hereby approved by the undersigned and the undersigned agrees to be bound by the terms and conditions of this Easement Agreement relating to the Dairy Queen Parcel:

DAIRY QUEEN SELLER

Richard E. Slinker and Betty L. Slinker, Co-Trustees
of the Richard E. Slinker and Betty L. Slinker
Revocable Trust dated December 26, 1995

By: Richard E. Slinker
Name: Richard E. Slinker
Its: Co-Trustee

By: Betty L. Slinker
Name: Betty L. Slinker
Its: Co-Trustee

STATE OF New Mexico)
County of Bernalillo) ss.

On this 12 day of February, 1999 before me, a notary public, personally appeared Richard E. Slinker and Betty L. Slinker, Co-Trustees of the Richard E. Slinker and Betty L. Slinker Revocable Trust dated December 26, 1995, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the trust executed the instrument.

WITNESS my hand and official seal.

Lisa M. Brooks
Notary Public

My Commission Expires: 4/1/2002



OFFICIAL SEAL
LISA M. BROOKS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: _____

SAN MATEO BLVD.

EXHIBIT "A"
DRAWING OF EASEMENTS

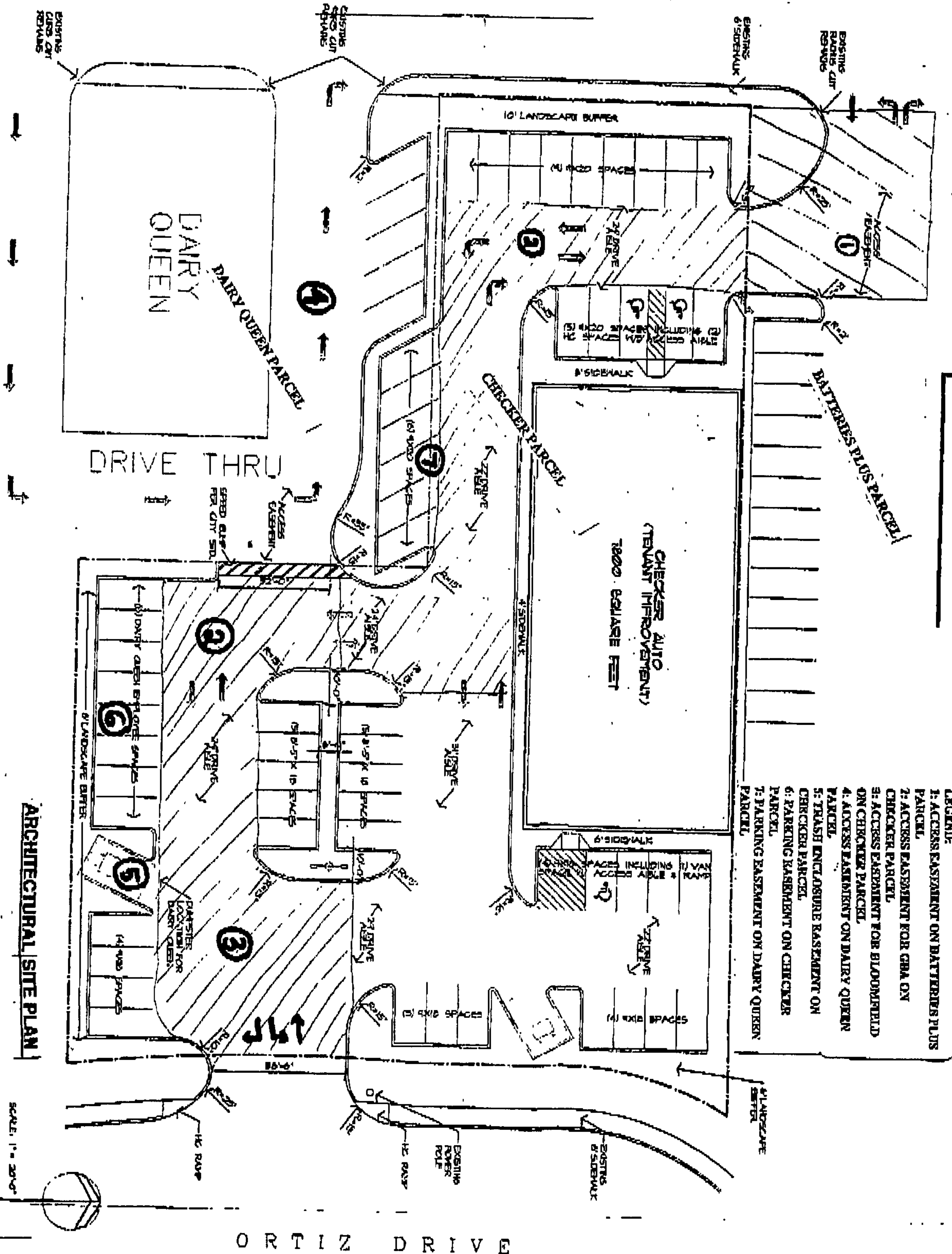


EXHIBIT "B"**LEGAL DESCRIPTION OF ACCESS EASEMENT ON BATTERIES PLUS PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "C-1"**LEGAL DESCRIPTION OF ACCESS EASEMENT FOR GBA ON CHECKER PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "C-2"**LEGAL DESCRIPTION OF ACCESS EASEMENT FOR BLOOMFIELD ON CHECKER PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "D"**LEGAL DESCRIPTION OF ACCESS EASEMENT ON DAIRY QUEEN PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "E"**LEGAL DESCRIPTION OF TRASH ENCLOSURE EASEMENT ON CHECKER PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "F"**LEGAL DESCRIPTION OF PARKING EASEMENT ON CHECKER PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]

EXHIBIT "G"**LEGAL DESCRIPTION OF PARKING EASEMENT ON DAIRY QUEEN PARCEL**

[Legal description currently being prepared by CSK's surveyor Anthony Harris, New Mexico Registration No. 11463.]