

# CITY OF ALBUQUERQUE



March 23, 2016

George Rodriguez  
George T. Rodriguez-Development Consultant  
12800 San Juan NE  
Albuquerque, NM 87123

**Re: Marble Brewery**  
**9904 Montgomery Blvd., NE**  
**Traffic Circulation Layout**  
Engineer's/Architect's Stamp dated 3-18-16 (G21-D043)

Dear Mr. Rodriguez,

The TCL submittal received 3-22-16 is approved for Building Permit. A copy of the stamped and signed plan will be needed for each of the building permit plans. Please keep the original to be used for certification of the site for final C.O. for Transportation.

When the site construction is completed and a Certificate of Occupancy (C.O.) is requested, use the original City stamped approved TCL for certification. Redline any minor changes and adjustments that were made in the field. A NM registered architect or engineer must stamp, sign, and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification TCL with a completed Drainage and Transportation Information Sheet to front counter personnel for log in and evaluation by Transportation.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3690.

Sincerely,

Racquel M. Michel, P.E.  
Traffic Engineer, Planning Dept.  
Development Review Services

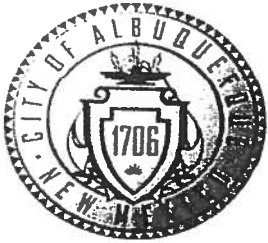
\gs via: email  
C: CO Clerk, File

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov



# 'FAST TRACK'

## City of Albuquerque

Planning Department  
Development & Building Services Division

### DRAINAGE AND TRANSPORTATION INFORMATION SHEET REV 1/2-16

G210043

Project Title: MARBLE BREWERY Building Permit #: \_\_\_\_\_ Hydrology File #: ~~XXXX~~  
DRB#: \_\_\_\_\_ EPC#: \_\_\_\_\_ Work Order#: \_\_\_\_\_  
Legal Description: N. 250' OF EAST 200' OF LOT 1, CEDA DEVELOPMENT SUBD.  
City Address: 9904 MONTGOMERY BLVD. N.E.

Applicant: GEORGE T. RODRIGUEZ-DEVEL. CONSULTANT Contact: GEORGE RODRIGUEZ  
Address: 12800 SAN JUAN N.E., CITY 87123  
Phone#: 610-0593 Fax#: \_\_\_\_\_ E-mail: gtr@rodriguez.net

Other Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_ E-mail: \_\_\_\_\_

Check all that Apply:

#### DEPARTMENT:

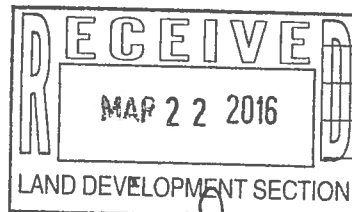
- ☐ HYDROLOGY/ DRAINAGE  
☒ TRAFFIC/ TRANSPORTATION  
☐ MS4/ EROSION & SEDIMENT CONTROL

#### TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☒ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY  
☐ GRADING/ESC PERMIT APPROVAL

#### TYPE OF SUBMITTAL:

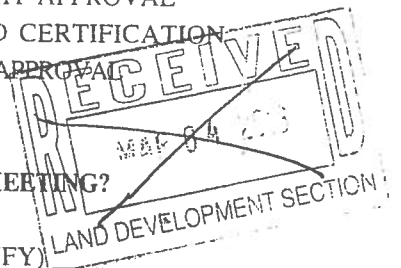
- ☐ AS-BUILT CERTIFICATION  
☐ CONCEPTUAL G & D PLAN  
☐ GRADING PLAN  
☐ DRAINAGE MASTER PLAN  
☐ DRAINAGE REPORT  
☐ CLOMR/LOMR



- ☐ PRELIMINARY PLAT APPROVAL  
☐ SITE PLAN FOR SUB'D APPROVAL  
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL  
☐ FINAL PLAT APPROVAL

- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)  
☐ TRAFFIC IMPACT STUDY (TIS)  
☐ NEIGHBORHOOD IMPACT ASSESMENT (NIA)  
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)  
☐ OTHER (SPECIFY) \_\_\_\_\_

- ☐ SIA/ RELEASE OF FINANCIAL GUARANTEE  
☐ FOUNDATION PERMIT APPROVAL  
☐ SO-19 APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ GRADING/ PAD CERTIFICATION  
☐ WORK ORDER APPROVAL  
☐ CLOMR/LOMR



- ☐ PRE-DESIGN MEETING?  
☐ OTHER (SPECIFY) \_\_\_\_\_

IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

DATE SUBMITTED: 03-21-16 By: [Signature]  
~~03-04-16~~

COA STAFF: ELECTRONIC SUBMITTAL RECEIVED: \_\_\_\_\_

FEE RECEIVED: \_\_\_\_\_

## AMENDMENT ONE

### DECLARATION OF ACCESS EASEMENT AND PARKING AGREEMENT

THIS AMENDMENT TO DECLARATION OF ACCESS EASEMENT AND PARKING AGREEMENT ("Amendment") is made as of this 3<sup>rd</sup> day of March, 2016, by and among 9904 Montgomery, LLC, ("Parcel 1") and Harden Enterprise, LLC, ("Parcel 2").

### WITNESSETH

THIS DECLARATION, made this 8 day of October, 2015, by Harden Enterprises, LLC and 9904 Montgomery, LLC, recites and provides as follows:

**WHEREAS**, Owners of Parcel 1 and Parcel 2 to amend the terms of the Declaration of Access Easement and Parking Agreement.

**NOW THEREFORE**, in consideration of the mutual terms contained herein, the Declaration of Access Easement and Parking Agreement shall be modified as follows:

#### RECITALS

- The foregoing recitals are incorporated herein by reference as though set forth in detail.
- 9904 Montgomery, LLC., is the owner of real property more fully described in attached "Exhibit A" and incorporated by this reference as "Parcel 1."
- Harden Enterprises LLC, is the owner of real property more fully described in attached "Exhibit A" and incorporated by this reference as "Parcel 2."
- The above described properties comprising Parcel 1 and Parcel 2 when referred to jointly will herein after be known as "Properties."
- Harden Enterprises, LLC hereby dedicates, grants and establishes for the benefit of 9904 Montgomery, LLC its employees, agents, guests, invitees, tenants, lessees, subtenants, licensees, heirs, successors and assigns the following easements:
  - One non-exclusive easement for a driveway for vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways as shown in Exhibit A;

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03/07/2016 09:31 AM Page: 1 of 7  
AMND R:\$25.00 M. Toulouse Oliver, Bernalillo County



- One non-exclusive easement for the parking of vehicles between the hours beginning at 4:00 p.m. and ending at 1:00 a.m. the next morning over, on and across the areas within the Properties constituting parking areas as shown in Exhibit A;
- Non-exclusive easement for pedestrian and vehicle passage across common Northern property line of Parcel 2 and the Southerly line of Parcel 1.

### 1. MUTUAL INDEMNITY

9904 Montgomery, LLC indemnify, defend, and hold harmless Harden Enterprises, LLC for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the easements areas, unless caused by negligence or willful misconduct of Harden Enterprises, LLC. In addition, 9904 Montgomery, LLC Shall maintain property and liability insurance during the entire term of this Agreement adequately insuring its activities related to the use of Parcel 2 in an amount not less than \$1,000,000.00 per occurrence.

### 2. TERM

The easements, covenants and restrictions herein provided for shall be appurtenant to and run with the Properties for ten (10) years from the date of this agreement with the option of two (2) ten (10) year extensions at the termination of ten (10) years from the date of this Agreement. This Declaration may only be modified or amended, by a recordable instrument executed by the owners of all Properties. This agreement may be terminated by Harden Enterprises, LLC where 9904 Montgomery, LLC is in default, served notice of such default, and fails to cure said default within five (5) days for a monetary default and fifteen (15) days to cure any and all other defaults. Following the default, Harden Enterprises, LLC may pursue all remedies available to it under this Agreement and by law.

### 3. OPTION TO EXTEND

Provided the Owner of Parcel 1 is not in current default under the terms of the Agreement, the Owner of Parcel 1 may renew this Declaration of Access Easement and Parking Agreement by giving Lessor written notice, may extend the Term of this Lease for Two (2) additional period(s) of ten (10) year(s). First ten (1) year renewal option shall be on the same terms and conditions. Second (2) renewal option rent payment shall be increased to One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) per month. Lessee shall exercise each of said option(s) by delivering written notice to Lessor no less than one hundred eighty (180) days nor

more than three hundred sixty-five (365) days before the expiration of the then current Term in effect, whether it is the initial Term or an extended Term.

#### 4. FEES and PAYMENT

Payment for the use and enjoyment of the herein defined easements and parking agreements will be made monthly to Harden Enterprises, LLC in the amount of One Thousand and 00/100 Dollars (\$1,000.00) during the pendency of this easement and agreement. Payment will be made on the first of each month commencing upon the signing of this document. The first month and last month of the agreement will be prorated by dividing One Thousand and 00/100 Dollars (\$1,000.00) by the number of days in the month and calculated by multiplying that result by the days this easement and agreement were in effect that month.

#### 5. IMPEDEMENT

Provided the Owner of Parcel 1 is not in default under the terms of this Agreement, the owner of Parcel 2 shall not, without the express written consent of the other owner of Parcel 1 take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstruction, or preventing any other person or entity having rights under this Declaration from their full use and enjoyment of the easements herein granted; including but not limited to, charging for the use of parking, installation of a gate, fence, or parking control device, removal of overhead lighting, and obstruction of pedestrian traffic. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Parking Property which constitute parking areas, driveways, and roadways on any exhibit shall not be blocked, obstructed or impeded.

#### 6. IMPROVEMENTS

Any and all improvements or modification to Parcel 2 which would materially affect the usability or enjoyment of Parcel 2, made after the signing of this Agreement, must be agreed upon prior to execution by the written consent of both parties.

Following the date of this Agreement Harden Enterprises, LLC. will allow the following improvements to be made by 9904 Montgomery, LLC upon the common property line Northern of the Parcel 2 and the Southerly line of Parcel 1:

- The removal of all of the existing "Pro-panel fence" to allow a drive access per Exhibit A
- A drive ramp from Parcel 1 to Parcel 2 will be installed to allow vehicle ingress/egress between the properties;
- A stairway and required landscaping will be installed to allow pedestrian ingress/egress between the properties.

Harden Enterprises, LLC will contribute to 9904 Montgomery, LLC the sum of Two Thousand 00/100 Dollars (\$2,000.00) for improvements upon execution of this Amendment. The remaining above listed improvements will be the responsibility of 9904 Montgomery, LLC.

#### 7. MAINTENANCE

Each party, at its sole cost and expense, shall keep and maintain the easements areas in a commercially reasonable condition and a safe state of repair. All current maintenance, utility and operating costs of the lighting on the ingress and egress and parking area of Parcel 2 is the responsibility of Harden Enterprises, LLC and is to be diligently performed. Owner of Parcel 1 shall maintain, at its sole expense, the ramp, stairway and landscaping as outlined herein.

#### 8. RUN WITH THE LAND

This Declaration and the rights crated hereby, including, but not limited to, the easements created hereunder shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Properties, from and after the date of recording of this Declaration. Any person acquiring possession of, title to or interest in the Properties or any part thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Properties shall be deemed, by acceptance of such interest, to have agreed to be bound by all the provisions of this Declaration.

#### 9. FIRST RIGHT OF REFUSAL.

In the event owner of Parcel 2, outside of Parcel 2's children, has an offer to purchase the building and parcel at 9900 Montgomery Blvd NE, Albuquerque NM and the said ingress/egress parking easement parcel as described on Exhibit A during the term of this Lease owner of Parcel 1 will have first right of refusal to purchase the said parking lot/easement, parcel and building. Owner of Parcel 2 shall notify Owner of Parcel 1 of the purchase offer and Owner of Parcel 1 shall have 72 hours to sign a purchase agreement.

#### 10. WRITTEN NOTICE.

All notices and other communications given hereunder shall be in writing and shall be communicated to the address(es) / number(s) below via either certified or registered mail, return receipt requested, postage prepaid by air or surface parcel delivery service; overnight delivery, delivery fees prepaid; facsimile with transmission confirmation; or hand delivery with delivery confirmation.

Parcel 1 address: 9904 Montgomery LLC.  
C/O Coe and Peterson, LLC  
7001 Menaul NE  
Albuquerque, NM 87110  
PHONE: 505.884.1468  
FAX: 505.275.0932

Parcel 2 address:

ADDRESS: Harden Enterprises LLC  
P O Box 1777  
Tijeras, NM 87059  
PHONE: 505-259-8542  
FAX:  
Email: markharden1955@gmail.com

Either Owner of Parcel 1 or Owner of Parcel 2 may by written notice to the other at any time and from time to time designate a different address or fax number to which written notices shall be sent. Such written notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time they shall be mailed by United States registered or certified mail, one (1) day after they are properly deposited with Federal Express or similar overnight delivery service for overnight delivery or immediately upon fax receipt or hand delivery, as aforesaid.

#### 11. Change of Ownership.

Either Owner of Parcel 1 or Owner of Parcel 2 may by written notice to the other party exchange, sell, assign, transfer or convey any ownership interest in owned Parcel. Declaration herein stated shall remain in full force and effect and with the land.

NOW, THEREFORE, in consideration of the grants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and Declarants hereby subject the Properties to the aforementioned cross access easements and shared parking agreements:

IN WITNESS WHEREOF, this instrument is executed on the day and year affirmed below.

*(signatures on following page)*

DECLARANTS:

Harden Enterprises, LLC

By: \_\_\_\_\_

Mark Harden

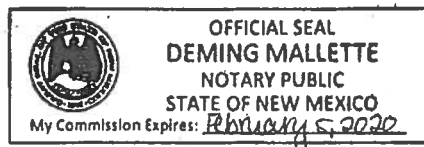
Harden Enterprises, LLC

STATE of NEW MEXICO

COUNTY of BERNALILLO

The foregoing instrument was acknowledged before on this March 3, 2016 by Mark Harden who produced a valid driver license as identification. By my hand and seal:

SEAL



Deming Mallette

Notary Signature

My Commission Expires 02 / 2020

9904 Montgomery, LLC

By: \_\_\_\_\_

Steven Coe, Managing Member

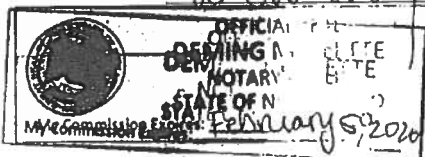
9904 Montgomery, LLC

STATE of NEW MEXICO

COUNTY of BERNALILLO

The foregoing instrument was acknowledged before on this \_\_\_\_\_ by Steven Coe who produced a valid driver license as identification. By my hand and seal

SEAL



Deming Mallette

Notary Signature

My Commission Expires 02 / 2020

WITNESSES:

By: \_\_\_\_\_

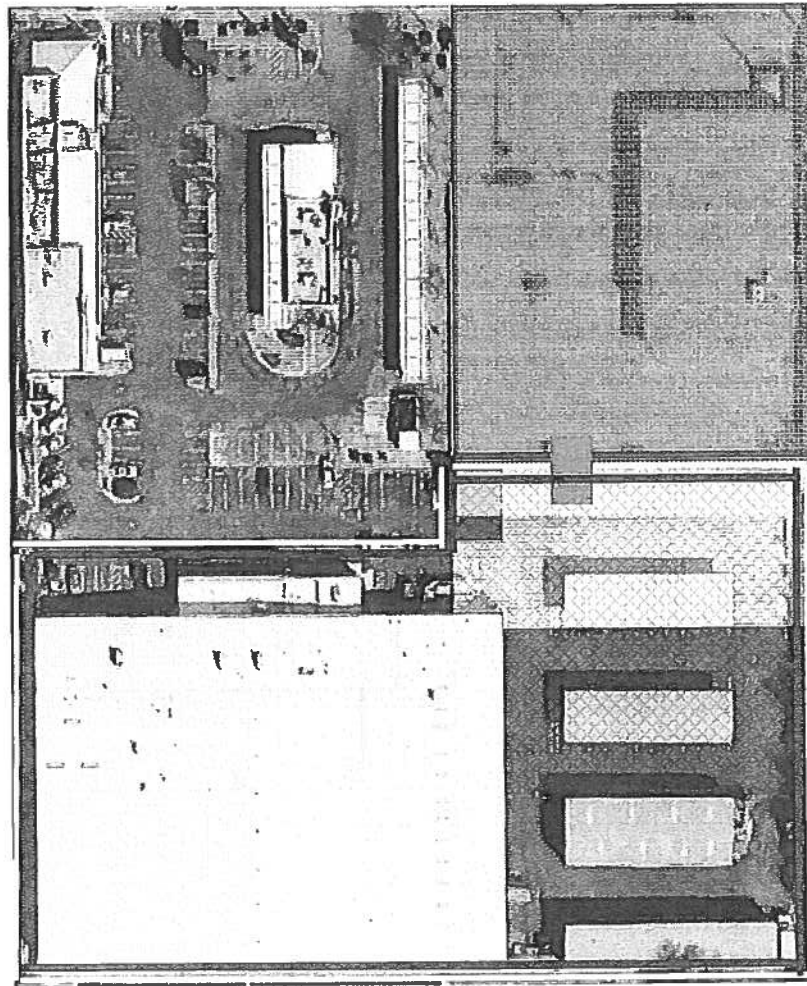
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_



# EXHIBIT A



Parcel 1



Ingress/ Egress  
easement



Ingress/ Egress and  
Parking Easement



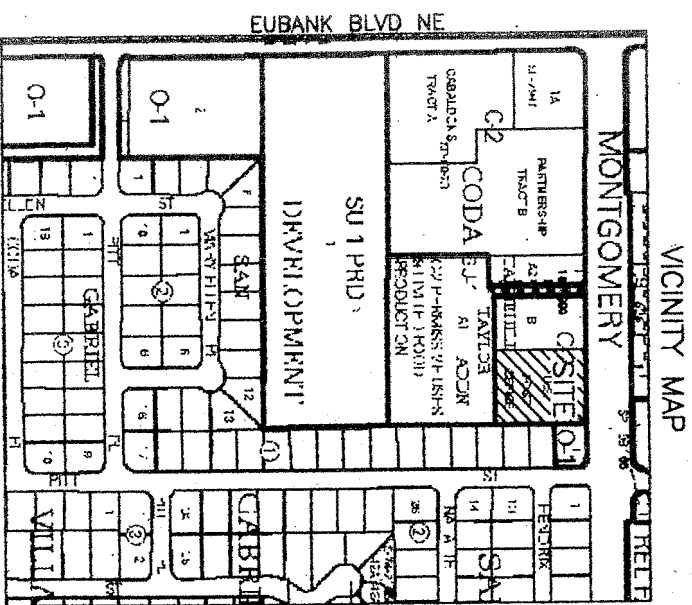
Perimeter Parcel 2



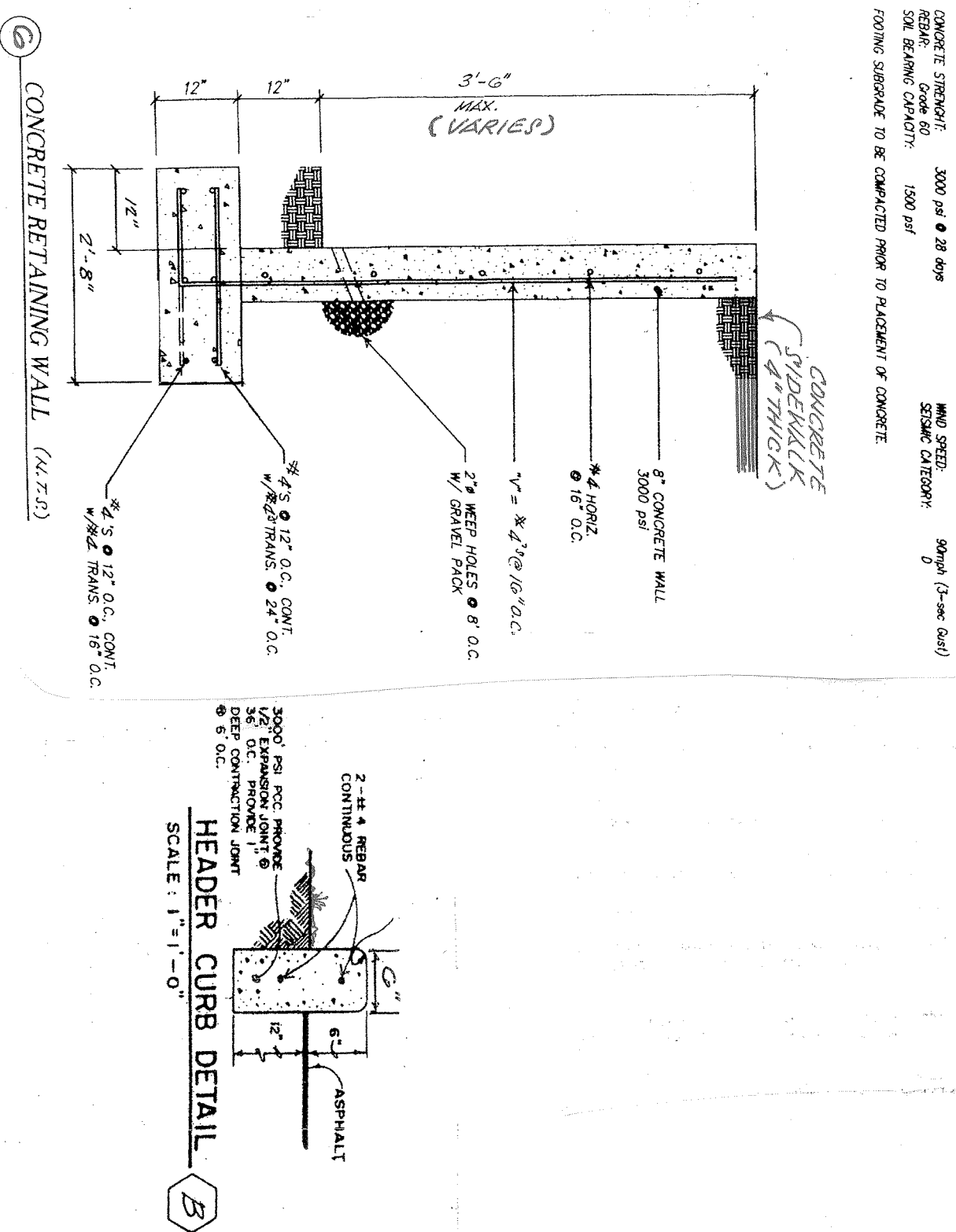
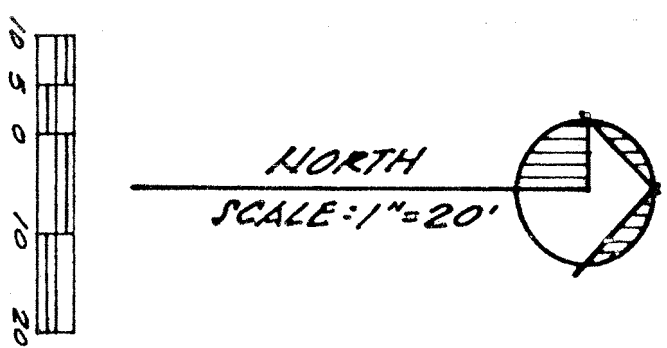
Perimeter Parcel 1



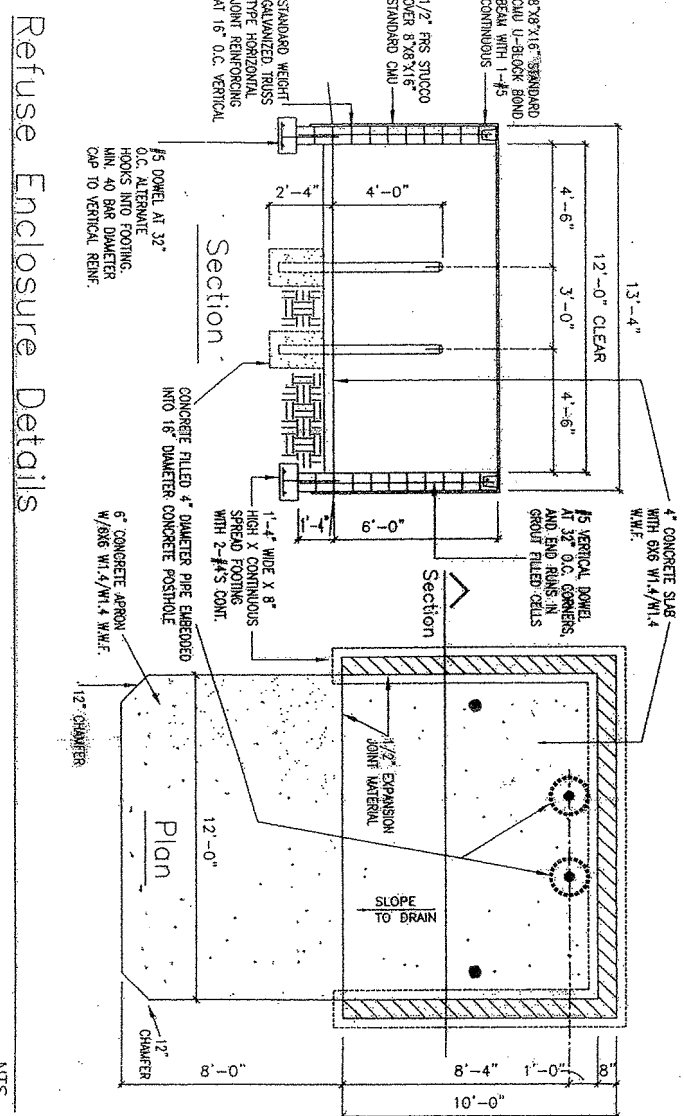
Perimeter First  
Right of Refusal



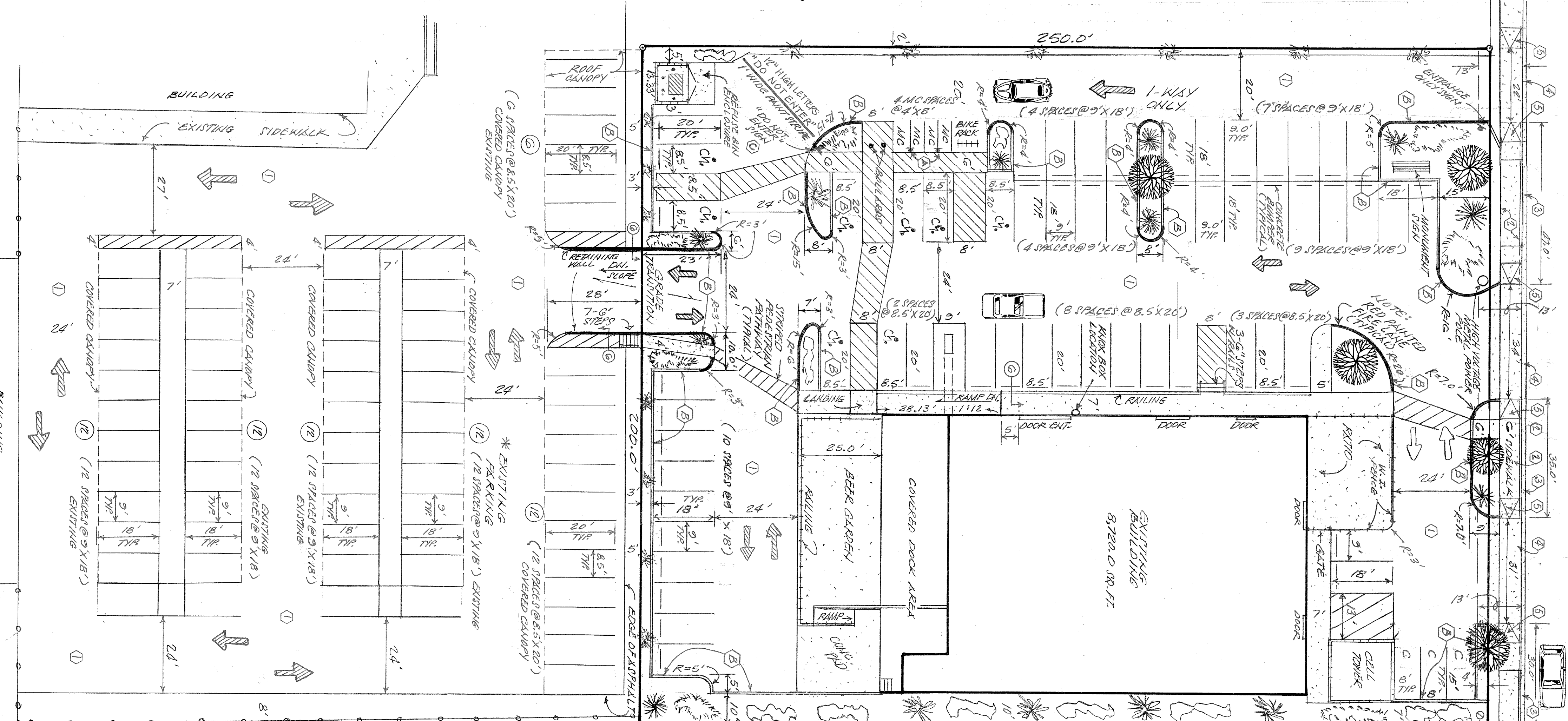
ZONE ATLAS MAP : F-21-Z



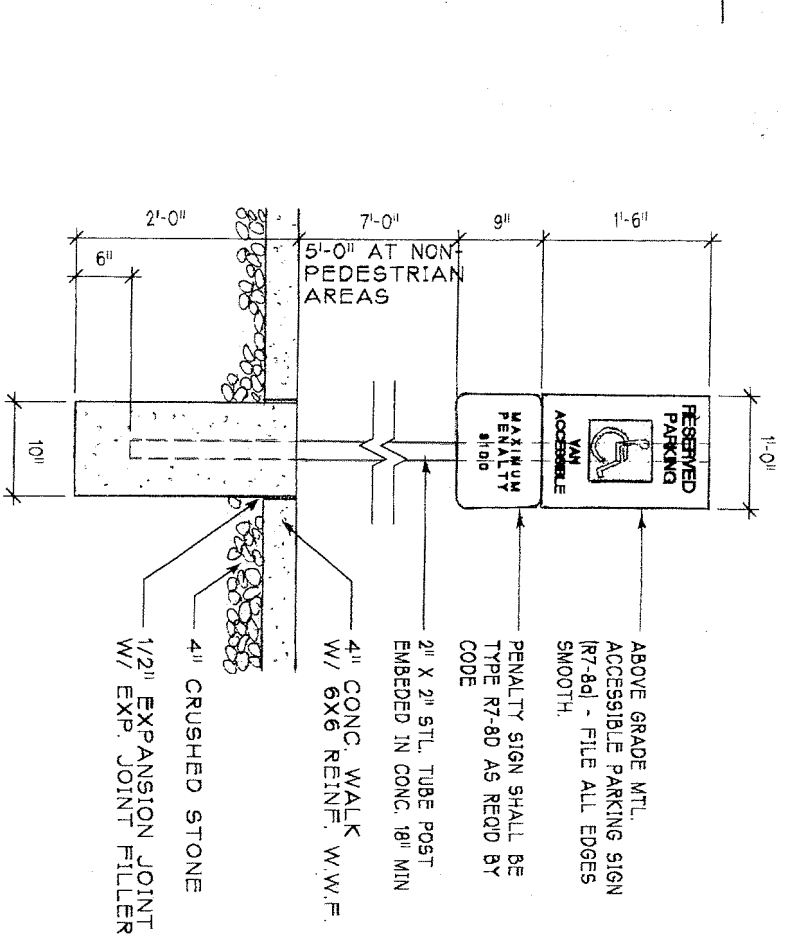
**UTILITY PRECAUTIONS**  
THE CONTRACTOR SHALL INFORM ITSELF OF THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES, PIPELINES OR UNDERGROUND UTILITY LINES IN OR NEAR THE AREA OF WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ITS FAILURE TO LOCATE, IDENTIFY AND PRESERVE ANY AND ALL EXISTING UTILITIES, PRELINES, AND UNDERGROUND UTILITY LINES. IN PLANNING AND CONDUCTING WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COMPLIANCE WITH ALL APPLICABLE STATE STATUTES, MUNICIPAL AND LOCAL ORDINANCES, RULES AND REGULATIONS, IF ANY, PERTAINING TO THE LOCATION OF THESE LINES AND FACILITIES.



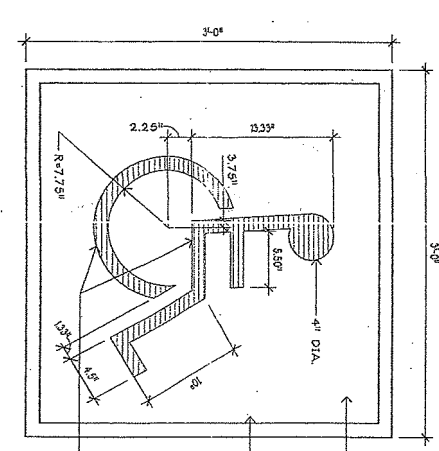
Refuse Enclosure Details



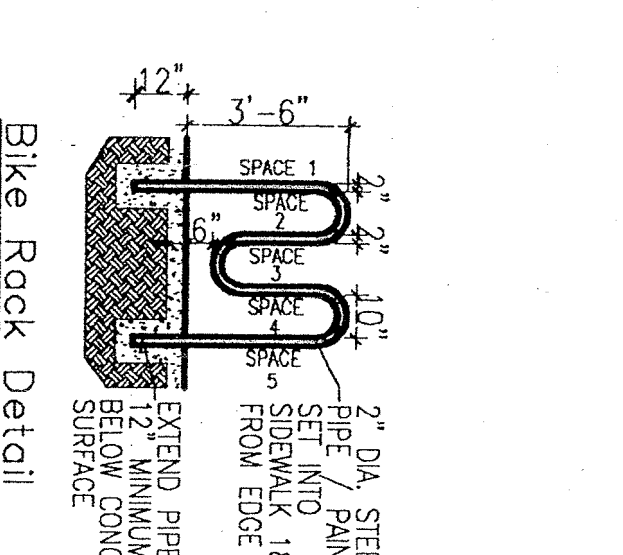
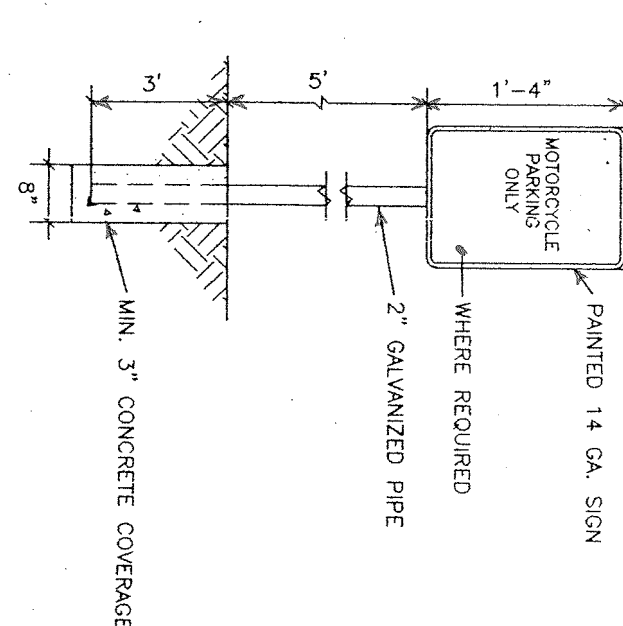
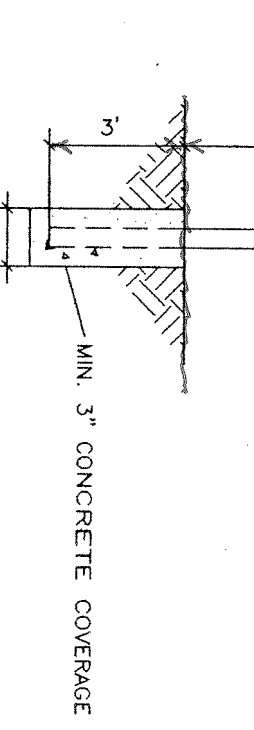
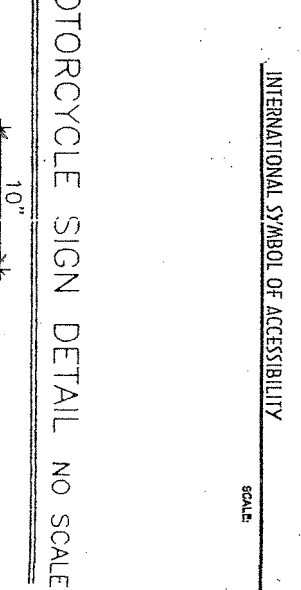
ADO (FINE DEVELOPMENT CONNECTION) & PLIK



A.D.A. PARKING SIGN



DO NOT ENTER SIGN (NO SCALE)



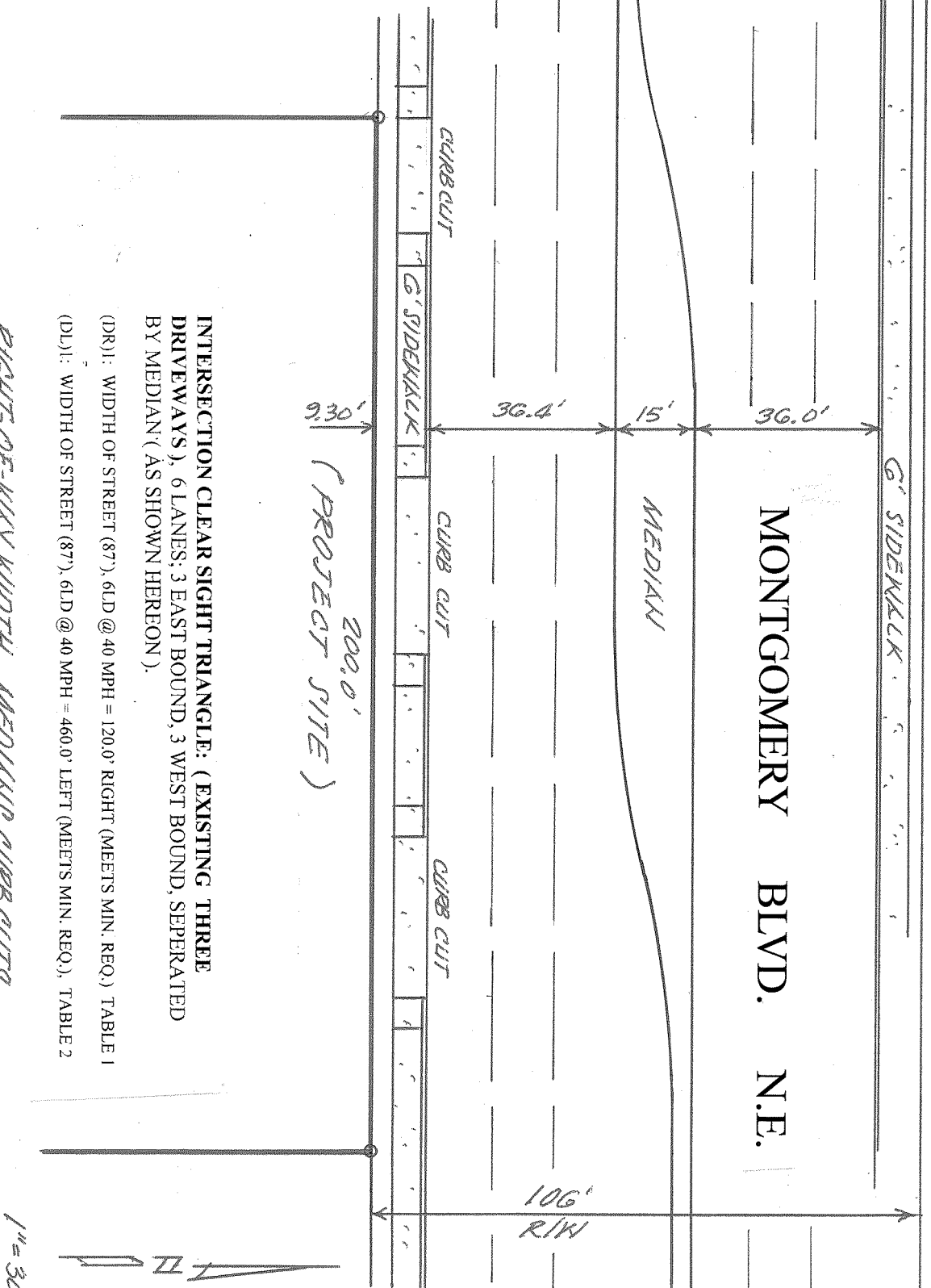
**LEGAL DESCRIPTION :** NORTH 250.0' OF EAST 200.0' OF LOT ONE (1), CODA DEVELOPMENT SUBDIVISION, ALBUQUERQUE, NEW MEXICO.

**ADDRESS :** 9904 MONTGOMERY BLVD. N.E., ALBUQUERQUE, NEW MEXICO.

(1" FIRE 1")



TRAFFIC CIRCULATION LAYOUT



**INTERSECTION CLEAR SIGHT TRIANGLE : (EXISTING THREE DRIVEWAYS), 6 LANES, 3 EAST BOUND, 3 WEST BOUND, SEPARATED BY MEDIAN (AS SHOWN HEREON).**  
(DRILL: WIDTH OF STREET (87'), A.D. @ 40 MPH - 1200' RIGHT (MEETS MIN. REQ.) TABLE 1  
(DRILL: WIDTH OF STREET (87'), A.D. @ 40 MPH - 1200' RIGHT (MEETS MIN. REQ.) TABLE 2  
RIGHT-OF-WAY WIDTH, MEDIAN, CURB, GUTTS?  
A.D. STREET WIDTHS

ADA NOTES:

THE ADA ACCESSIBLE PARKING SIGN MUST HAVE THE REQUIRED LANGUAGE PER 66-7.532, 4C NMSA 1978 "VIOLATIONS ARE SUBJECT TO A FINE AND/OR TOWING".

THE ADA ACCESSIBLE ASILES SHALL HAVE THE WORDS "NO PARKING" IN CAPITAL LETTERS, EACH OF WHICH SHALL BE AT LEAST ONE FOOT HIGH AND AT LEAST TWO INCHES WIDE, PLACED AT THE REAR OF THE PARKING SPACE SO AS TO BE CLOSE TO WHERE AN ADJACENT VEHICLE'S REAR TIRE WOULD BE PLACED. (66-1.4.1.8 NMSA 1978).

NOTES:

- EXISTING ASPHALT PAVEMENT TO REMAIN.
- PROVIDE NEW SIDEWALK (STD.DWG.# 2430).
- PROVIDE NEW CURB AND GUTTER (STD.DWG.# 2415-A).
- PROVIDE NEW CURB CUT - DRIVEPAD (STD. DWG.# 2425)
- PROVIDE H.C. WHEEL CHAIR RAMPS (STD. DWG.# 2441).

CLEAR SIGHT TRIANGLE NOTE :

LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY, BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THIS AREA.

GENERAL DATA :

SITE AREA = 50,000.0 SQ. FT. (1.15 ACRES)  
BUILDING SIZE = 8,720.0 SQ. FT. (EXISTING)

REQUIRED PARKING :

TOTAL OCCUPANCY LOAD = 442 + 24 (NORTH PATIO) = 466 TOTAL  
466/4 = 117 PARKING SPACES REQ.

TOTAL SITE PARKING SPACES REQUIRED = 117 PARKING SPACES  
- 10% BUS ROUTE CREDIT = 12 PARKING SPACES  
NET PARKING SPACES REQUIRED = 105 PARKING SPACES

TOTAL SITE PARKING SPACES PROVIDED = 126 PARKING SPACES

MOTORCYCLE SPACES REQUIRED = 4 SPACES (PROVIDED), 4'x8'

H.C. SPACES REQUIRED = 8 SPACES (PROVIDED)

BIKE RACK PROVIDED (1)

DEVELOPMENT PLAN FOR

9904 MONTGOMERY BLVD. N.E., ALBUQUERQUE, NEW MEXICO  
JANUARY, 2016