City of Albuquerque

July 5, 2000

Marvin R. Kortum, PE
1605 Speakman Dr., SE
Albuquerque, NM 87123

Re: Crystal Breeze Subdivision Grading and Drainage Plan
Engineer's Stamp dated 5-30-00 (G23/D1)

Dear Mr. Kortum,

Based upon the information provided in your resubmittal dated 5-31-00, the above referenced site is approved for Preliminary Plat action by the Development Review Board.

At DRC, please provide top and bottom-of-wall elevations for the existing retaining wall.

Prior to Final Plat sign-off, the Subdivision Improvements Agreement (SIA) must be executed. Please be advised that the Grading and Drainage Certification is required prior to release of the SIA for this subdivision.

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

Sincerely,

Bradley L. Bingham

Bradley L. Bingham, PE
Hydrology Review Engineer

C: file

CITY OF
Albuquerque

October 26,1998

Marvin Kortum
1605 Speakman Dr. SE
Albuquerque, New Mexico 87123

RE: REVISED DRAINAGE PLAN FOR CRYSTAL BREEZE SUBDIVISION (G23-D1)
REVISION DATED 9/22/98

Dear Mr. Kortum:

Based on the information provided on your September 22,1998 resubmittal, the above referenced site is approved for Building Permit.

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

Also, prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

The building Permit will not be released until we receive concurrence from the State Highway Department for the work proposed within their R/W.

If I can be of further assistance, please feel free to contact me at 934-3986.

C: Andrew Garcia
File

Sincerely

Bernie J. Montoya CE
Associate Engineer

CITY OF
Albuquerque

September 14,1998

Marvin R. Kortum
1605 Speakman Dr. SE
Albuquerque, New Mexico 87123

RE: REVISED DRAINAGE PLAN FOR CRYSTAL BREEZE SUBDIVISION (G23-D1)
REVISION DATED 8/10/98

Dear Mr. Kortum:

Based on the information provided on your August 13,1998 resubmittal, listed are some concerns that will need to be addressed prior to final approval:

1. The additional 1.4 cfs will be allowed into Candelaria.

2. The proposed concrete channel is not acceptable to the City because of the safety and liability issues. Please redesign and resubmit to the Highway Department for their input.

If I can be of further assistance, please feel free to contact me at 924-3986.

C: Andrew Garcia
File

Sincerely

Bernie J. Montoya

Bernie J. Montoya CE
Associate Engineer

AUGUST 10, 1998
TABLE D

Ditch capacities for flow through surface drainage channel
Q=Area x Velocity; Velocity=1.486/n x (Rh)^.6667 x (s)^.5

	Mannings n	Ditch Slope (A)	Side slope (B)	Bottom width Ft	Depth Ft	Area SF	Top Width Ft	Wetted Perimeter Ft	Hydraulic Radius Ft	Velocity FPS	Capacity channel CFS	Capacity 1/2 CFS	Froude # V/(gL)^.5 (C)	Sequent depth Rectangular (D) Ft	Sloped (E) Ft	Trapezoid (F) Ft
CHANNEL WITH PORTLAND CEMENT CONCRETE LINING AND SIDES																
1	0.014	119.000	2.67	4.0	0.05	0.2	4.267	4.285	0.048	4.851	1.003	0.501	3.88	0.25	0.29	0.21
2	0.014	119.000	2.67	4.0	0.10	0.4	4.534	4.570	0.093	7.535	3.215	1.608	4.33	0.56	0.65	0.48
3	0.014	119.000	2.67	4.0	0.13	0.6	4.694	4.741	0.119	8.867	5.011	2.506	4.50	0.77	0.88	0.65
4	0.014	119.000	2.67	4.0	0.15	0.7	4.801	4.855	0.136	9.680	6.390	3.195	4.60	0.90	1.04	0.76
5	0.014	119.000	2.67	4.0	0.30	1.4	5.602	5.711	0.252	14.616	21.051	10.526	5.08	2.01	2.32	1.69
6	0.014	21.100	2.67	4.0	0.10	0.4	4.534	4.570	0.093	3.173	1.354	0.677	1.82	0.21	0.25	0.18
7	0.014	21.100	2.67	4.0	0.15	0.7	4.801	4.855	0.136	4.076	2.691	1.345	1.94	0.34	0.40	0.29
8	0.014	21.100	2.67	4.0	0.20	0.9	5.068	5.140	0.176	4.849	4.397	2.199	2.02	0.48	0.56	0.41
9	0.014	21.100	2.67	4.0	0.25	1.2	5.335	5.426	0.215	5.534	6.458	3.229	2.09	0.62	0.72	0.53
10	0.014	21.100	2.67	4.0	0.50	2.7	6.67	6.851	0.389	8.221	21.929	10.964	2.29	1.39	1.61	1.17
								Required capacity		5.65	CFS					
CHANNEL CONSISTING OF LARGE COBBLES OVER FILTER CLOTH WITH SEEDED SOIL MATRIX																
1	0.025	119.000	2.67	4.0	0.10	0.4	4.534	4.570	0.093	4.220	1.801	0.900	2.42	0.30	0.35	0.25
2	0.025	119.000	2.67	4.0	0.15	0.7	4.801	4.855	0.136	5.421	3.578	1.789	2.58	0.48	0.55	0.40
3	0.025	119.000	2.67	4.0	0.20	0.9	5.068	5.140	0.176	6.449	5.848	2.924	2.69	0.67	0.77	0.57
4	0.025	119.000	2.67	4.0	0.25	1.2	5.335	5.426	0.215	7.360	8.588	4.294	2.77	0.86	1.00	0.73
5	0.025	119.000	2.67	4.0	0.30	1.4	5.602	5.711	0.252	8.185	11.789	5.894	2.84	1.07	1.24	0.90
6	0.025	21.100	2.67	4.0	0.20	0.9	5.068	5.140	0.176	2.716	2.463	1.231	1.13	0.24	0.28	0.20
7	0.025	21.100	2.67	4.0	0.30	1.4	5.602	5.711	0.252	3.446	4.964	2.482	1.20	0.38	0.45	0.33
8	0.025	21.100	2.67	4.0	0.40	2.0	6.136	6.281	0.323	4.062	8.235	4.118	1.25	0.53	0.63	0.46
9	0.025	21.100	2.67	4.0	0.50	2.7	6.67	6.851	0.389	4.604	12.280	6.140	1.28	0.69	0.81	0.59
10	0.025	21.100	2.67	4.0	0.60	3.4	7.204	7.421	0.453	5.092	17.115	8.558	1.31	0.85	1.00	0.73
								Required capacity		5.65	CFS					

(A) Ft(vertical)/1000 Ft(horizontal)
(B) Ft(horizontal)/1 Ft(vertical)
(C) Froude No. (Fn)=velocity/(g x area/top width)^.5
(D) Sequent depth for rectangular level channel, y2=(y1/2)x(((1+8 x Fn^2)^.5) -1)
(E) Sequent depth for sloping rectangular channel
y2=((y1/2)/cos slope angle) x (((1+8(((10^(.027 x slope angle))^2) x Fn^2)^.5-1)
(F) Correction factor for trapezoidal channel, figure 3.4
(G) Reference: Richard H French, Open Channel Hydraulics, 1985

Marvin R Kortum
1605 Speakman Drive SE
Albuquerque, New Mexico 87123
NMPE 6519
(505) 299-0774

August 10, 1998

City of Albuquerque
Hydrology Section, ATTN: Mr. Bernie J. Montoya
Public Works Department
Albuquerque, New Mexico 87103
924-3956

REFERENCE: Grading and Drainage Plan for Crystal Breeze Subdivision, off of Candelaria Road near the intersection with Tramway Boulevard NE. (DRB 97-146) (G-23/D-1).

Dear Bernie:

Attached is a revised grading and drainage plan, dated August 10, 1998 for the referenced subdivision. Specific comments in your letter of July 10, 1998 are addressed below.

Comment 1: The drawing now shows that back yard runoff may flow to either the drainage channel or to the Briana Court right-of-way. There is no backyard ponding required.

Comment 2: The appropriate drainage easements are now designated on the plat.

Comment 3: I have contacted Kathy Trujillo, New Mexico State Highway Department, District 3, concerning the easement for the drainage channel in the Tramway Boulevard right-of-way, and she told me that she did not believe that an easement was required for runoff from the City right-of-way to the Tramway Boulevard drainage system. I am sending a copy of the revised plan to the State Highway Department so that the details can be reviewed and a judgement made.

Comment 4: A minor indentation is included in the design of the drainage channel so that backyard runoff may enter the drainage channel at those locations.

Comment 5: A detailed drawing is included which shows how runoff will leave Briana Court and enter the drainage channel.

Comment 6: Runoff from the back yard of lot 2 may enter the back yard of lot 1, and then combined runoff may flow to the Briana Court right-of-way over the south side of lot 1, entering the paved street surface within the Briana Court right-of-way, then flow to the Candelaria right-of-way.

Comment 7: The capacities of the drainage channel are shown on table D.

Comment 8: The drainage channel is now designed as a portland cement concrete channel.

Comment 9: Drainage basin boundaries are shown on the plan.

Comment 10: Comments on erosion control are shown on the plan.

Comment 11: The capacity of the Candelaria Road storm drainage system east of Tramway Boulevard, to the Piedra Lisa Channel is discussed in detail on the plans. The capacity of the subsurface storm drain system within this portion of Candelaria Road is adequate for the runoff from the Crystal Breeze subdivision which flows into the north gutter of Candelaria Road, but appears to be less than adequate for runoff which runs into the south side gutter, resulting is some overflow continuing on the surface, crossing Tramway Boulevard and then west on Candelaria Road. The north side has less than 28% of the runoff from within the Candelaria Road drainage basin. Observations of areas downstream which have experienced overflow from the Candelaria Basin in the ten years since the Tramway Boulevard was constrructed do not indicate areas subject to damage or additional hazard due to the 1.4 CFS added to the Candelaria Road system by development of the Crystal Breeze subdivision. In addition, the plan now specifies that the existing elm tree growing in the inlet nearest to the Crystal Breeze entrance, and other trash in the inlet catch basins, is to be removed, which will improve the capacity of the existing system.

Comment 12: Additional estimates have been made of the Tramway Boulevard storm drain system south of Candelaria Road. There is no indication that the additional 2.3 CFS will overload that system. It appears that the Tramway Boulevard system has excess capacity, which could have been used to carry part of the estimated deficiency of the Candelaria Road system if the systems had been connected during the design and construction period.

Comment 13: The finished floor elevation for lot 3 is now shown on the drawings.

Comment 14: The minor drafting error on lot 3 has been corrected.

There are two additional issues that are included in the discussions on the plans, but should be highlighted here, as follows:

1. The open space east of the end of Candelaria Road presently has considerable runoff which carries sediment onto the Candelaria Road and into the subsurface storm drain system. This runoff will not effect the Crystal Breeze subdivision but may be an item of interest to the responsible aggency.

2. Manholes and drain inlets which are over 4 feet deep within the systems described do not all have the built-in steps which I believe are required for such structures for safety purposes. Some of these systems are accessible for inquisitive children.

If you have any questions please call me.

Thank you.

Sincerely,

Marvin R Kortum

cc: SW Survey

Keith MacDuffee

UPSTREAM RWOFF CRYSTAL BREEZE SUBDIVISION
AUG 1998
G-23/D 1



Photograph of the sediment flowing out of the Piedra Lisa Arroyo open space into Camino de la Sierra and onto Candelaria Road. Early August, 1998.



Photograph taken of the Candelaria Road showing runoff into the inlets on the south side of Candelaria Road after a rainfall near the Piedra Lisa open space. The rainfall was centered over Embudo Arroyo, with overlap to Menaul Boulevard and Piedra Lisa Arroyo. Early August, 1998

Marvin R Kortum
1605 Speakman Drive SE
Albuquerque, New Mexico 87123
NMPE 6519
(505) 299-0774

August 12, 1998

Ms. Kathy Trujillo
District Engineer
New Mexico State Highway Department
District 3
7500 Pan American Highway NE
Albuquerque, New Mexico 87109
(505) 841-2700

REFERENCE: Grading and Drainage Plan, Crystal Breeze Subdivision, ALBUQUERQUE, BERNALILLO COUNTY NEW MEXICO. (G-23/D1) (Map G-23/D1)

Dear Ms. Trujillo:

This letter concerns the issue of runoff from a proposed 9 lot townhouse subdivision at the corner of Tramway Boulevard and CAndelaria Road, NE, in Albuquerque, New Mexico.

This letter forwards one copy of the referenced plan and a copy of the New Mexico State Highway and Transportation Department letter of January 7, 1998 which conditionally aproved the drainage onto Tramway Boulevard right-of-way. The City of Albuquerque Engineering Department comments subsequent to the HIghway Department letter have been incorporated on the current plan which is dated August 10, 1998.

The City of Albuquerque has requested that I obtain the necessary easement or approval for the proposed construction within the Tramway right-of-way. There are two items to consider:

1. Approval or easement for the permanent structures within the right-of-way, specifically, the drainage channel and the water-main extention to the existing water main in the Tramway right-of-way.
2. Approval, permits or easements during the construction phase.

All construction will be within the landscaped buffer along the east side of Tramway Boulevard, there will be no disruption of traffic on the street.

Please call me if you have any questions. Thank you.

Sincerely,

Marvin R Kortum

NEW MEXICO STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT
AN EQUAL OPPORTUNITY EMPLOYER

January 7, 1998

Mr. Marvin Kortum, PE
1605 Speakman Drive, SE
Albuquerque, New Mexico 87123

Subject: Crystal Breeze Subdivision Drainage Review
Tramway Boulevard and Candelaria

Dear Mr. Kortum:

As a result of our meeting today, January 6, 1998, we agreed that you will address the following comments:

1. Confirm with the City of Albuquerque if the existing storm drain system will handle the additional runoff due to the development.
2. Verify if the proposed drainage system is acceptable to the City of Albuquerque.
3. Verify depths of flow into the drop inlet in relation to the elevation of the bike path.

We do not foresee any drainage impact to Tramway Boulevard, therefore we approve the drainage recommendation provided you address the above comments.

If you have any questions, please call 827-5323.

Sincerely,

Raymunda A. Van Hoven

Raymunda A. Van Hoven, PE
Drainage Engineer

XC: George Herrera
Kathy Trujillo, DO#3
Fred Aguirre, City of Albuquerque
Carlos Montoya, City of Albuquerque
Bernie Montoya, City of Albuquerque

GARY E. JOHNSON
GOVERNOR

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Sidney G. Strebeck
Member, Portales

DEPARTMENT

Secretary
Pete K. Rahn

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87199-1750
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505-454-3600

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505-827-9500

District Six Office
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Milan, NM
87021
505-285-3200

CITY OF
Albuquerque

July 10,1998

Marvin Kortum
1605 Speakman Dr. SE
Albuquerque, New Mexico 87123

RE: REVISED DRAINAGE PLAN FOR CRYSTAL BREEZE SUBDIVISION (G23-D1)
REVISION DATED 5/29/98

Dear Mr. Kortum:

Based on the information provided on your June 1,1998 resubmittal, listed are some concerns that will need to be addressed prior to final approval:

1. Previous comment #5 states that " all run-off from the rear yards must either be contained within the rear yard or routed to the rundown through the easements and not across the R/W". In order to properly address this comment, the plans must eliminate references to drainage through the retaining walls along the western perimeter as mentioned in paragraph D on sheet 5. Also, the flow arrows must be shown (along with appropriately sloped symbol must be added to the legend. Similarly, flow arrows must be shown (along with appropriately sloped spot elevations) conveying runoff along the back of Lots 1,2,3,4,5, and 6.

2. Previous comment #6 states that, " Note 'T' indicates that all side and rear set backs are easements, your plat doesn't indicate such". It does not appear that this comment was completely addressed. Please check the plat to insure that all of the utility easements are also listed as drainage easements. Specifically, the "20 foot public water line easement" for the
new channel, and the "5 foot public utility easement on the south side of Lot 1

3. Please show the easement for the new drainage channel in the R/W of Tramway Blvd.

4. Please show a detail of how the combined backyard drainage will enter the new drainage channel.

5. Please show a detail of how Briana Court will transition flows to the new channel.

6. Please show detail of how Lot1 and Lot2 will drain onto Candelaria. If Lot 3 also drains south to Candelaria, then please show how this runoff will cross the inter-lot retaining

wall.

7. Please show the capacity calculations for the new drainage channel.

8. If the drainage channel is a public channel, then it must be concrete lined.

9. Please show the drainage boundaries on the plan drawing.

10. Please include an erosion control Plan.

11. It appears that the increase in the 100-year peak flow to Candelaria due to this project will be only 1.4 cfs. Please show that the existing Candelaria storm drain can handle this small increase in flow.

12. It appears that the increase in the 100-year peak flow at the Tramway catch basin (east of the bike path) will be 2.3 cfs. Please show that the existing storm drain system (to the Piedra Lisa Channel) can handle this increase in flow.

13. What is the finish floor elevation for Lot #3 ?

14. The finished grade spot elevations for Lot #3 indicate that the backyards drain toward the the building pad. Please adjust these spot elevations so that the lot drains away from the building pad.

If I can be of further assistance, please feel free to contact me at 924-3986.

C: Andrew Garcia
File

Sincerely

Bernie J. Montoya CE
Associate Engineer

NEW MEXICO STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT
AN EQUAL OPPORTUNITY EMPLOYER

January 7, 1998

GARY E. JOHNSON
GOVERNOR

COMMISSION

Holm Bursum, III
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505-285-3200

Mr. Marvin Kortum, PE
1605 Speakman Drive, SE
Albuquerque, New Mexico 87123

Subject: Crystal Breeze Subdivision Drainage Review
Tramway Boulevard and Candelaria

Dear Mr. Kortum:

As a result of our meeting today, January 6, 1998, we agreed that you will address the following comments:

1. Confirm with the City of Albuquerque if the existing storm drain system will handle the additional runoff due to the development.
2. Verify if the proposed drainage system is acceptable to the City of Albuquerque.
3. Verify depths of flow into the drop inlet in relation to the elevation of the bike path.

We do not foresee any drainage impact to Tramway Boulevard, therefore we approve the drainage recommendation provided you address the above comments.

If you have any questions, please call 827-5323.

Sincerely,

Raymunda A. Van Hoven

Raymunda A. Van Hoven, PE
Drainage Engineer

XC: George Herrera
Kathy Trujillo, DO#3
Fred Aguirre, City of Albuquerque
Carlos Montoya, City of Albuquerque
✓Bernie Montoya, City of Albuquerque

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

December 16,1997

Marvin Kortum
1605 Speakman Dr SE
Albuquerque , New Mexico 87123

RE: DRAINAGE PLAN FOR CRYSTAL BREEZE SUBDIVISION (G23-D1) ENGINEER'S STAMP DATED 11/9/97

Dear Mr. Kortum:

Based on the information provided on your November 18,1997 submittal, listed are some concerns that will need to be addressed prior to final approval:

1. The work proposed within the State Highway R/W will need to be coordinated thru the State Highway Department.

2. Check withTraffic Engineering (Richard Dourte) street configuration will more than likely change.

3. Any change in grading per your "W" note will require a revised drainge plan.

4. Top of curb and flowline elevations on Tramway.

5. All run-off from the rear yards must either be contained within the rear yard or routed to the rundown thru the easements and not across to the R/W.

6. Note "T" indicates that all side and rear set backs are easements, your plat doesn't indicate such.

If I can be of further assistance, please feel free to contact me at 924-3986.

C: Andrew Garcia
File

Sincerely
Bernie J Montoya
Bernie J. Montoya CE
Engineering Associate

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 01/06)

PROJECT TITLE: KWIK LUBE CENTER ZONE MAP/DRG. FILE # G23-D1
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-B BLOCK 6 UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY/ CANDELARIA NE

ENGINEERING FIRM: TGC ENGINEERING INC. CONTACT: THOMAS JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87108

OWNER: NM KWIK LUBE LLC CONTACT: BRANDON MARTIN
ADDRESS: PO BOX 418 PHONE: 801-621-4185
CITY, STATE: SANTA CLARA UT ZIP CODE: 84765

ARCHITECT: JIM MEDLEY CONTACT: JIM MEDLEY
ADDRESS: 3100 CHRISTINE ST NE PHONE: 292-3514
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87111

SURVEYOR: UNKNOWN. CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

_____
PROFESSIONAL LICENSED SURVEYOR SIGNATURE LICENSE NO. DATE

CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
__X__ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
__X__ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT (DRB SITE PLAN)
_____ OTHER

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
__X__ BUILDING PERMIT APPROVAL
_____ CERTIFICATE OF OCCUPANCY (PERM)
_____ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

RECEIVED
JAN 18 2007
HYDROLOGY SECTION

SUBMITTED BY: _____ DATE: 1/18/07

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivision containing more than ten (10) lots or constituting five (5) acres or more.

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: THE ULTIMATE CAR WASH ZONE MAP/DRG. FILE #: G-23-D1 ✓
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A, BLOCK 6, UNIT 1, CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC. CONTACT: TOM JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87108

OWNER: HOTSY EQUIPMENT CORP CONTACT: DANNY BRANDENBERG
ADDRESS: 2211 CANDELARIA NE PHONE: 883-4000
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87107

ARCHITECT: JIM MEDLEY CONTACT: JIM MEDLEY
ADDRESS: 3101 CHRISTINE ST NE PHONE: 292-3614
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87111

SURVEYOR: WAYJOHN SURVEYING INC. CONTACT: TOM JOHNSTON
ADDRESS 330 LOUISIANA BLVD NE PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87108

CONTRACTOR: ~~TBD~~ LOVELAND BUILDING SYSTEMS CONTACT: MIKE LOVELAND
ADDRESS: PHONE: 269-9571
CITY, STATE: ZIP CODE:

CHECK TYPE OF SUBMITTAL:

- ____ DRAINAGE REPORT
- ____ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
- ____ DRAINAGE PLAN RESUBMITTAL
- ____ CONCEPTUAL GRADING & DRAINAGE PLAN
- X GRADING PLAN
- ____ EROSION CONTROL PLAN
- X ENGINEER'S CERTIFICATION (HYDROLOGY)
- ____ CLOMR/LOMR
- ____ TRAFFIC CIRCULATION LAYOUT (TCL)
- ____ ENGINEERS CERTIFICATION (TCL)
- ____ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ____ OTHER

CHECK TYPE OF APPROVAL SOUGHT:

- ____ 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
- X CERTIFICATE OF OCCUPANCY (PERM.)
- ____ CERTIFICATE OF OCCUPANCY (TEMP.)
- ____ GRADING PERMIT APPROVAL
- ____ PAVING PERMIT APPROVAL
- ____ WORK ORDER APPROVAL
- ____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ____ YES
- ____ NO
- ____ COPY PROVIDED

RECEIVED
DEC 14 2006
HYDROLOGY SECTION

DATE SUBMITTED: 12/14/06 BY: _____

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature , location and scope ot the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

TGC ENGINEERING, INC.
330 LOUISIANA BLVD. NE - ALBUQUERQUE, NM 87108-2062
(505) 266-7256 Fax: (505) 255-2887 - email: TGCENGINEERING.@aol.com

December 14, 2006

Grading and Drainage Plan, Ultimate Car Wash, Candelaria/Tramway NE, G23/D1

City of Albuquerque Hydrology
600 2nd Street NW
Plaza Del Sol Building
Albuquerque, NM 87102

To Whom It May Concern:

I am requesting a final Certificate of Occupancy for the above referenced project. Enclosed is an as-built and temporary grading certification for this project. The project is complete. All of the site work has been completed. Downspouts have been added to the canopy in the rear, which discharge onto the concrete surface below. There is temporary pavement that has been constructed to provide access to the property, since the lube center to the south has not yet been constructed. This temporary pavement is adequate to provide free discharge to Candelaria Road, NE

The project coordinator and Engineer for this project is:

TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108
Attn: Thomas Johnston, Project Coordinator

If you have any questions, please feel free to contact me at 505-266-7256.

Regards,

Thomas Johnston, PE
Project Coordinator
TGC Engineering, Inc.
Attachments

RECEIVED
DEC 14 2006
HYDROLOGY SECTION

CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

January 10, 2008

Jim Medley, Registered Architect
3100 Christine NE
Albuquerque, NM 87111-4824

Re: Certification Submittal for Final Building Certificate of Occupancy for
Kwik Lube Center, [G-23 / D001]
12701 Candelaria NE
Architect's Stamp Dated 10/17/07

Dear Mr. Medley:

The TCL / Letter of Certification submitted on January 10, 2008 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Sincerely,

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

c: Engineer
Hydrology file
CO Clerk

Tim 01/10/08
Please log in & set
thanks
for t3

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 12/05)

PROJECT TITLE: Candelaria Kwik Lube ZONE MAP/DRG. FILE # G-23/D001
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: _____
CITY ADDRESS: 16701 Candelaria RD NE 87111
12701

ENGINEERING FIRM: CCI Engineering CONTACT: Thomas Johnson
ADDRESS: 2101 Mountain Road nw Suite C PHONE: 505-242-8046
CITY, STATE: Albuquerque NM 87104 ZIP CODE: 87104

OWNER: Matt Musgrave CONTACT: Matt Musgrave
ADDRESS: 2855 Cottonwood Circle PHONE: (435) 680-3316
CITY, STATE: Santa Clara, Ut ZIP CODE: 84765

ARCHITECT: Jim Medley CONTACT: Jim medley
ADDRESS: 3100 Christine ne PHONE: (505) 292 3514
CITY, STATE: Albuquerque nm. ZIP CODE: 87111

SURVEYOR: Harris Surveying CONTACT: Tony Harris
ADDRESS: 2912 D maroe st ne PHONE: 505 889-8056
CITY, STATE: Albuquerque n.m. ZIP CODE: 87110

CONTRACTOR: Wadman Corporation CONTACT: Cory larsen
ADDRESS: 2920 S. 925 West PHONE: (801) 621-4185
CITY, STATE: Ogden Ut ZIP CODE: 84401

Truncated Domes completed N.S.F. 01/00/08

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
X ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT CERT (DRB S.P.)
_____ ENGINEER/ARCHITECT CERT (AA)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
_____ CERTIFICATE OF OCCUPANCY (PERM)
X CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

RECEIVED
JAN 10 2008
LAND DEVELOPMENT SECTION

RECEIVED
OCT 18 2007
HYDROLOGY SECTION

SUBMITTED BY: _____ DATE: _____

RECEIVED
JAN 10 2008
LAND DEVELOPMENT SECTION

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

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2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

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

CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

October 18, 2007

Jim Medley, Registered Architect,
3100 Christine NE
Albuquerque, NM 87111-4824

Re: Approval of Temporary Certificate of Occupancy (C.O.) for
Candelaria Kwik Lube Center, [G23 / D001]
12701 Candelaria NE
Architect's Stamp Dated 10/17/07

Dear Mr. Medley:

Based on the information provided on your submittal dated October 18, 2007, the above referenced project is approved for a **90-day Temporary C.O.**

A Temporary C.O. has been issued allowing the **outstanding truncated domes, *and* entrance radius (should be 25' not 15', *need to provide SU-30 turning templates to verify that 15' R is sufficient off an Arterial since 25' radiuses is the minimum design requirements)*** issues to be completed within this time period. When these remaining issues have been fully completed, are in substantial compliance, and a final Certification for Transportation has been resubmitted to the City's Hydrology office for approval, a Permanent C.O. will be issued.

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

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

Sincerely,

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

c: Engineer
Hydrology file
CO Clerk

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 12/05)

PROJECT TITLE: Candelaria Quik Lube ZONE MAP/DRG. FILE # G-23/D001
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: _____
CITY ADDRESS: 16701 Candelaria RD NE 87111
12701

ENGINEERING FIRM: CCI Engineering CONTACT: Thomas Johnson
ADDRESS: 2101 mountain Road nw suite c PHONE: 505-242-8046
CITY, STATE: Albuquerque NM 87104 ZIP CODE: 87104

OWNER: matt musgrave CONTACT: matt musgrave
ADDRESS: 2855 cottonwood circle PHONE: (435) 680-3316
CITY, STATE: Santa clara, ut ZIP CODE: 84765

ARCHITECT: Jim Medley CONTACT: Jim medley
ADDRESS: 3100 christine n.e PHONE: (505) 292 3514
CITY, STATE: Albuquerque nm. ZIP CODE: 87111

SURVEYOR: Harris Surveying CONTACT: Tony Harris
ADDRESS: 2912 D maroe st ne PHONE: 505 889-8056
CITY, STATE: Albuquerque n.m. ZIP CODE: 87110

CONTRACTOR: Wadman Corporation CONTACT: Gary larsen
ADDRESS: 2920 S. 925 West PHONE: (801) 621-4185
CITY, STATE: Ogden ut ZIP CODE: 84401

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
__X__ ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT CERT (DRB S.P.)
_____ ENGINEER/ARCHITECT CERT (AA)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
_____ CERTIFICATE OF OCCUPANCY (PERM)
__X__ CERTIFICATE OF OCCUPANCY (TEMP) 90d.
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

RECEIVED
OCT 18 2007
HYDROLOGY SECTION

SUBMITTED BY: _____ DATE: _____

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

JIM MEDLEY, Architect

jmedley@jim-medley-architect.com -|- http://www.jim-medley-architect.com
3100 Christine NE -|- Albuquerque, NM 87111-4824 -|- Phone (505) 292-3514 -|- Fax (505) 294-5593

October 17, 2007

Traffic Department
City of Albuquerque
600 Second St. NW
Albuquerque, NM 87103

Re: Traffic Circulation Layout inspection
Tramway and Candelaria Blvd NE

Gentlemen/Madams:

We made an on site inspection of the above referenced project on October 17, 2007, and found the site to be in substantial compliance with the attached/approved Traffic Layout site plan and permitted plans with the following exceptions.

- Dividing 48" wide sidewalk on southeast corner of building has been eliminated.
- Truncated domes for handicap ramps on each side of driveway were not installed.

It is our conclusion that this site is in substantial compliance with all requirements of the approved TLC with the above exceptions.

Thank you for the opportunity of working with you on this project

Yours truly,

STATE OF NEW MEXICO
JAMES N. MEDLEY
No. 2042
REGISTERED ARCHITECT

RECEIVED
OCT 18 2007
HYDROLOGY SECTION

Jim Medley, Architect AIA

CITY OF ALBUQUERQUE

October 15, 2007

Thomas D. Johnston, P.E.
TGC Engineering Inc.
330 Lomas Blvd. NE
Albuquerque, NM 87108

Re: Kwik Lube Center, 12711 Candelaria NE,
Permanent Certificate of Occupancy (C.O.)
Engineer's Stamp dated 5/30/06 (G23/D001)
Certification dated 10/11/07

Based upon the information provided in your submittal received 10/11/07, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

If you have any questions, you can contact me at 924-3982.

Sincerely,

Timothy Sims
Plan Checker, Hydrology
Development and Building Services

C: CO Clerk - Katrina Sigala
File

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov





DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 01/06)

PROJECT TITLE: KWIK LUBE CENTER ZONE MAP/DRG. FILE # G23-D1
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-B BLOCK 6 UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: CANDELARIA/ TRAMWAY NE

ENGINEERING FIRM: TGC ENGINEERING INC. CONTACT: THOMAS JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87108

OWNER: NM KWIK LUBE LLC CONTACT: BRANDON MARTIN
ADDRESS: PO BOX 418 PHONE: 801-621-4185
CITY, STATE: SANTA CLARA UT ZIP CODE: 84765

ARCHITECT: JIM MEDLEY CONTACT: JIM MEDLEY
ADDRESS: 3100 CHRISTINE AVE NE PHONE: 292-3514
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87111

SURVEYOR: WADMAN SURVEYING (AS BUILT) CONTACT: THOMAS JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM ZIP CODE: 87108

PROFESSIONAL LICENSED SURVEYOR SIGNATURE | NMPS 14269 LICENSE NO. | 10/11/07 DATE

CONTRACTOR: WADMAN CORPORATION CONTACT: LARRY NIMITZ
ADDRESS: 2920 S. 925 WEST PHONE: 801-791-5462
CITY, STATE: OGDEN UT ZIP CODE: 84401

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
DA GRADING PLAN
_____ EROSION CONTROL PLAN
X ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT (DRB SITE PLAN)
_____ OTHER

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. FOR BLDG. PERMIT APPROVAL
_____ SECTOR PLAN APPROVAL
_____ FINAL PLAT APPROVAL
_____ FOUNDATION PERMIT APPROVAL
_____ BUILDING PERMIT APPROVAL
X CERTIFICATE OF OCCUPANCY (PERM)
_____ CERTIFICATE OF OCCUPANCY (TEMP)
_____ GRADING PERMIT APPROVAL
_____ PAVING PERMIT APPROVAL
_____ WORK ORDER APPROVAL
_____ OTHER (SPECIFY)

RECEIVED
OCT 11 2007
HYDROLOGY SECTION

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

SUBMITTED BY: _____ DATE: 10/11/07

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

G-23/D1

Arlene V. Portillo/PWD/CABQ
09/14/2006 01:12 PM

To Kristal D. Metro/PLN/CABQ@COA, Brad L. Bingham/PWD/CABQ@COA, tsims@cabq.gov, wgallegos@cabq.gov, nsalgado@cabq.gov@COA
cc Richard H. Dourte/PWD/CABQ@COA
bcc Arlene V. Portillo/PWD/CABQ
Subject Fw: Ultimate Car Wash Troubles

Thursday, September 14, 2006: FYI - Richard has requested that the Ultimate Car Wash project not be granted a CO of any kind. There is also a Kwik Lube on this same lot which is going through BP right now. There is an approval for Hydrology, but there is no submittal yet for a TCL-BP. Richard has also asked that a TCL-BP not be approved for this project. There are some issues expressed to the Mayor regarding placement of a PNM Pole. (See rest of e-mail for details.)

Arlene V. Portillo, Plan Checker
Planning Department, Hydrology Section
e-mail - aportillo@cabq.gov
Office Phone 505-924-3982; Fax 505-924-3864
----- Forwarded by Arlene V. Portillo/PWD/CABQ on 09/14/2006 12:57 PM -----

Richard H. Dourte/PWD/CABQ
09/14/2006 11:16 AM

To Arlene V. Portillo/PWD/CABQ@COA
cc
Subject Fw: Ultimate Car Wash Troubles

Arlene,

Can you tell me if this site has received a CO yet?

Thanks,

Richard Dourte
Development and Building Services Div.
Planning Dept.
----- Forwarded by Richard H. Dourte/PWD/CABQ on 09/14/2006 11:13 AM -----

Joe D. Luehring@Exchange
09/14/2006 08:43 AM

To Penny L. Louder@Exchange, Ed A. Adams@Exchange
cc John R. Castillo/DMD/CABQ@COA, Richard H. Dourte/PWD/CABQ@COA, Richard W. Dineen/PLN/CABQ@COA, Kevin J. Curran@Exchange, Carolyn S. Fudge@Exchange
Subject RE: FW: Ultimate Car Wash Troubles

Penny:
I checked this site out last night. PNM definitely extended overhead power into an area that is already primarily served with underground power. It appears that PNM may have violated the Subdivision Ordinance, but much further research is needed. It really depends on the date when this area was platted. I will contact PNM to explain why they did this. This is not the first time they have violated our Subdivision Ordinance, but they legally disagree with my interpretation of the Ordinance. For those involved earlier, it is essentially the same situation that PNM did at the Kicks 66 gas station on Golf

Course Road a few years ago.

I will call this citizen back to explain where we're at. However, we also need to talk about who's responsibility these issues are. As the public ROW was not really impacted except for a ten minute barricade set-up, I do not believe this is a DMD issue. As it is a violation of the Subdivision Ordinance, I feel that the Planning Department should take the lead; especially since it mainly involves research of previously approved plats. However, I do not know the extent of their enforcement powers. At this point, if we determine it is a violation of the Subdivision Ordinance, I believe it will be turned over to the Legal Department.

Thanks,
Joe Luehring

From: Louder, Penny L.
Sent: Tuesday, September 12, 2006 2:28 PM
To: Luehring, Joe D.
Subject: RE: FW: Ultimate Car Wash Troubles

Thanks Joe. So you will contact this person?

From: Luehring, Joe D.
Sent: Tuesday, September 12, 2006 2:19 PM
To: Louder, Penny L.
Cc: Garcia, Margaret D.; Adams, Ed A.; Dourte, Richard H.; Dineen, Richard W.; Castillo, John R.
Subject: RE: FW: Ultimate Car Wash Troubles

Penny:
When new power poles are installed on private property, the Department of Municipal Development is not normally involved. This sounds like it is purely a private development, which is the responsibility of the Planning Department. However, the City of Albuquerque does not have any provision for requiring PNM to place new poles underground, except in new subdivisions. It does not sound like a subdivision occurred. From what Richard Dourte says, I doubt that we can do anything. There was a proposed Ordinance on under grounding power lines earlier this year, but I believe it died.
I will check into the situation, and give my advise on if there is anything we can do.
Joe Luehring

From: Dourte, Richard H.
Sent: Tuesday, September 12, 2006 1:00 PM
To: Adams, Ed A.
Cc: Garcia, Margaret D.; Louder, Penny L.; Dineen, Richard W.; Luehring, Joe D.
Subject: Re: FW: Ultimate Car Wash Troubles

Penny,
PNM lines are not under my jurisdiction (it sounds like this is a private service line). I have done some research on this site, it appears that it went straight to building permit. The utility lines were not shown on the parking layout or the drainage plan (which is normally the case) that this Division approves. The plat for this site does have Public Utility easements outside of public right-of-way. Joe

Leuhring may know of a City requirement that PNM should adhere to.

Thanks,

Richard Dourte
Development and Building Services Div.
Planning Dept.

Ed A. Adams@Exchange

Sent by: Penny L. Louder@Exchange
09/12/2006 09:57 AM

To

Richard W. Dineen/PLN/CABQ@COA, Richard H. Dourte/PWD/CABQ@COA

cc

Margaret D. Garcia/PLN/CABQ@COA

Subject

FW: Ultimate Car Wash Troubles

Richard and Richard,

I apologize if I have sent this to the wrong department, but I think that this is you!!!! Anyway, please look into this per the Mayor's request. I am putting this on suspense.

Thanks.
Penny

From: Adams, Alton R.
Sent: Tuesday, September 12, 2006 8:41 AM
To: Adams, Ed A.
Subject: Fw: Ultimate Car Wash Troubles

Sir, this was sent to me by mistake.

Alton Adams
APD Safety Officer
----- Forwarded by Alton R. Adams/DFAS/CABQ on 09/12/2006 08:40 AM -----

Martin J. Chavez@Exchange

09/11/2006 01:56 PM

To

Alton R. Adams/DFAS/CABQ@COA

cc

Subject

FW: Ultimate Car Wash Troubles

Ed, Please have one of your folks address this. Thanx. Marty

From: dawsonhar [mailto:dawsonhar@netzero.net <mailto:dawsonhar@netzero.net> <mailto:dawsonhar@netzero.net <mailto:dawsonhar@netzero.net>>]
Sent: Sunday, September 10, 2006 5:20 PM
To: Chavez, Martin J.
Subject: Ultimate Car Wash Troubles

Mayor Chavez,

I have met you at some of our Glenwood Hills South Casa Grande Neighborhood Assn Meetings. Our latest project being a business that is putting a Car Wash in the vacant lot at the corner of Candelaria and Tramway. The latest being that PNM had put some (ugly) electrical poles in an area there weren't any electrical poles because of Neighborhood covenants. Now, on a Sunday, the owner and project foreman are digging a hole in the utility easement area because they state that they have to move an existing electrical pole into that easement area.

The easement area is right next to our fence and now, the pole will strattle (and possiblely lean against) our existing fence.

We, as concerned and irate neighbors, are trying to call PNM to see if this is a necessity or whim, but I would like to ask you to look into this to see if this is business trampling over their neighbors rights solely because they can.

Thank you,

Harvey Dawson
Glenwood Hills South
Casa Grande Neighborhood Assn
Secretary
(505) 292-4813

CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

November 1, 2006

Jim Medley
Jim Medley Architect
3100 Christine NE
Albuquerque, NM 87111

Re: Traffic Circulation Layout (TCL) Submittal for Building Permit Approval for Offices and Warehouse for Candelaria Quick Lube [G-23/D-01] (12711 Candelaria), Albuquerque, NM
Engineer's/Architect's Stamp Dated 11/01/06

Dear Mr. Medley,

The TCL submittal dated November 01, 2006 is approved for building permit. The plan is stamped and signed as approved. Two copies of the plan that is stamped as approved will be required: one for each of the building permit plans and the original to be kept by you to be used for certification of the site for final C.O. for Transportation. ***Public infrastructure or work done within City Right-of-Way shown on these plans is for information only and is not part of approval. A separate DRC and/or other appropriate permits are required to construct these items.***

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

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

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

Sincerely,

Kristal Metro, PE
Senior Engineer
Development & Building Services

cc: Hydrology file
File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(Rev. 12/05)

CANDELARIA KWICK LUBE

PROJECT TITLE: TRAFFIC CIRCULATION LAYOUT ZONE MAP/DRG. FILE # G-23 / D1
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-B, UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: _____

ENGINEERING FIRM: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

OWNER: MATT MUSGRAVE CONTACT: MATT MUSGRAVE
ADDRESS: 2855 COTTONWOOD CIRCLE PHONE: 435-680-3316
CITY, STATE: SANTA CLARA, UTAH ZIP CODE: 84765

ARCHITECT: JIM MEDLEY ARCHITECT AIA CONTACT: JIM MEDLEY
ADDRESS: 3100 CHRISTINE NE PHONE: 292-3514
CITY, STATE: ALBUQ, NM ZIP CODE: 87111

SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
__✓__ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT CERT (DRB S.P.)
_____ ENGINEER/ARCHITECT CERT (AA)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. 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 (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
_____ NO
_____ COPY PROVIDED

SUBMITTED BY: _____ DATE: 11-1-06

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.

2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

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

CITY OF ALBUQUERQUE

May 15, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: Lube Center, Tramway Boulevard / Candelaria Road NE, Grading and Drainage Plan
Engineer's Stamp dated 5-03-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 5-10-06, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

G-23/D1

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(REV. 1/28/2003rd)

PROJECT TITLE: LUBE CENTER
DRB #: _____ EPC#: _____ ZONE MAP/DRG. FILE #: G-23
WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-B BLOCK 6 UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC
ADDRESS: 330 LOUISIANA BLVD NE
CITY, STATE: ALBUQUERQUE NM
CONTACT: TOM JOHNSTON
PHONE: 266-7256
ZIP CODE: 87108

OWNER: NM QWIK LUBE LLC
ADDRESS: PO BOX 418
CITY, STATE: SANTA CLARA, UT
CONTACT: _____
PHONE: _____
ZIP CODE: ~~87~~ 84765

ARCHITECT: VAN ZEBEN ARCHITECTURE
ADDRESS: _____
CITY, STATE: , CALIFORNIA
CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: WATSON SURVEYING INC.
ADDRESS 330 LOUISIANA BLVD NE
CITY, STATE: ALBUQUERQUE NM 87108
CONTACT: TOM JOHNSTON
PHONE: 255-2052
ZIP CODE: 87108

CONTRACTOR: TBD
ADDRESS: _____
CITY, STATE: _____
CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

____ DRAINAGE REPORT
____ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
X 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

CHECK TYPE OF APPROVAL SOUGHT:

____ 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
X BUILDING PERMIT APPROVAL
____ CERTIFICATE OF OCCUPANCY (PERM.)
____ CERTIFICATE OF OCCUPANCY (TEMP.)
____ GRADING PERMIT APPROVAL
____ PAVING PERMIT APPROVAL
____ WORK ORDER APPROVAL
____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

____ YES
____ NO
____ COPY PROVIDED

RECEIVED
MAY 10 2006
HYDROLOGY SECTION

DATE SUBMITTED: 5-10-06 BY: _____

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature , location and scope ot the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

ENGINEERING, INC.
330 LOUISIANA BLVD. NE - ALBUQUERQUE, NM 87108-2062
(505) 266-7256 Fax: (505) 255-2887 - email: TGCENGINEERING.@aol.com

May 10, 2006
Lube Center Grading and Drainage Plan

City of Albuquerque Hydrology
600 2nd Street NW
Plaza Del Sol Building
Albuquerque, NM 87102

Project No. G23-D1

Dear Kristal:

To address comments dated 4/10/2006:

- A cross-access and drainage easement has been recorded for the site. It is enclosed. > Cross Access, but NOT Drainage Esmt
- The offsite flow is now indicated on the site.
- San Mateo has been removed from the notes.
- The calculations have been revised.
- The tie-in to the adjacent lot has been revised.
- Per the cobble slope: grades cannot be altered to allow for 3:1 slopes or better and still allow drainage to Candelaria Road, NE. Other alternatives, such as shotcrete, retaining walls, etc. will be equally difficult to construct. The only erosion control alternative would be rock on geotextile mat.
- There is no retaining wall proposed on the west side. Runoff to the tract to the west will be minimal, and not exceeding historic flows. The bulk of the runoff from the site is conveyed to Candelaria.

The project coordinator and Engineer for this project is:

TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108
Attn: Thomas Johnston, Project Engineer

If you have any questions, please feel free to contact me at 505-266-7256.
Regards,

Thomas Johnston, PE
Project Engineer
TGC Engineering, Inc.
Attachments

This is NOT a drainage easement

HEN RECORDED RETURN TO:

NEW MEXICO KWIK LUBE, LLC
c/o Matt Musgrave
2855 Cottonwood Circle
Santa Clara, Utah 84765

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration") is made and executed as of the 21st day of September 2005, by NEW MEXICO KWIK LUBE, LLC, a New Mexico limited partnership ("Declarant").

STATEMENT OF PURPOSE

A. Declarant is the owner of fee simple title to two adjoining Lots of land in Albuquerque, Bernalillo County, New Mexico. "Lot 40-A and "Lot 40-B" which abuts and lies directly to the south of Lot 40-A, both of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. The term "Lot" as used herein shall mean either one of the above described lots, and any parcel created hereafter by subdivision of such lots; the term "Lots" as used herein shall mean two or more of the above described lots or of any other lots created hereafter by subdivision; and the term "Premises" as used herein shall mean all of the Lots

C. The term "Owner(s)" shall individually refer to any person or group of persons, corporation, partnership, limited liability company or other entity that may, from time to time, own fee simple title to any portion of the Premises.

D. Declarant believes that proposed further development of the Premises makes it desirable for itself and its successors and assigns to declare, grant, establish, and create certain easements on, under and above the Premises.

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, Declarant hereby declares and establishes the following:

5. Purpose; No Public Dedication. Declarant is the sole owner of the Premises, and therefore currently controls the use thereof. The intent of this Declaration is to set forth certain reciprocal easements and rights for the benefit of the Premises, and each portion thereof. Notwithstanding the foregoing, however, and notwithstanding anything to the contrary set forth herein, in no event shall any of the rights and easements hereby created benefit or be an appurtenance to any portion of the Premises that is now or hereafter owned by or dedicated to any government or governmental authority, for public road right-of-way purposes; nor shall any of the rights and easements hereby created benefit or be an appurtenance to any property adjoining the Premises; nor shall any of the rights and easements hereby created benefit or be exercisable by the general public.

6. Common Areas.

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Mary Herrera Bern. Co. DEC R 37.00

ɔmmon Areas" shall be all of the Lots except the Building Areas, and shall include a ıpster and enclosure to be built in the proximity of the boundary line between the Lots and in ɔcation that shall mutually benefit the Lots. The dumpster and enclosure shall be constructed a manner that does not interfere with the use, ingress or egress of the Lots, and which provides onvenient access for trash removal vehicles. Cost of construction of said enclosure, ınstallation of a dumpster and any and all costs, including periodic fees for collection of trash shall be shared equally by each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

7. Buildings.

3.1 Design and Construction. The structures to be constructed on the shall be designed so that the exterior elevations are architecturally and aesthetically compatible or complementary with respect to the colors and materials of each structure. Nothing in the preceding sentence shall prevent any Owner from employing any design element, including color scheme or logo, that is part of its trademarked appearance or has otherwise become associated with such Owner's business operations from other established locations of the type constructed on the Premises. The building wall footings shall not encroach from one Lot onto another Lot.

Prohibitions on Use. No night club, adult video, magazine or similar adult oriented store, or other place of recreation or amusement or any business serving alcoholic beverages for on-premises consumption (except as an incidental part of its restaurant business) shall occupy space within either of the Lots without the prior written consent of the Declarant.

1. Specific Access Easement. Declarant hereby declares, establishes, and grants, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a perpetual, non-exclusive right and easement (the "24' Private Access and Public Utility Easement") over that portion of Lot 40-BLot 1-A (the "24' Private Access and Public Utility Easement") shown Exhibit C, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Premises and Candelaria Road. Costs of improving, including paving, and maintenance shall be shared equally each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

1.1 The location of the Access Easement Area may be changed with the consent of the Owners of fee simple title to all portions of the Premises. Such change shall be effected by an amendment to this Declaration signed by all Owners of fee simple title to the Premises, and recorded in the deed records of Bernalillo County, showing the new location of the Access Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

1.2 It is hereby agreed that the Private Access and Public Utility Easement is granted solely to the Owners of the Premises, their successors and assigns, and for the benefit of their officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and for the benefit of other persons lawfully upon the Premises, and that the grant of such easement, right and privilege as well as the benefits therefrom, is

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not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be construed as creating any rights in or for the benefit of any property adjoining the Premises.

1.3 The Private Access and Public Utility Easement shall be kept open at all times for free use as intended in this Declaration.

1.4 Declarant, any Owner(s), and their successors and assigns owning the Private Access and Public Utility Easement may develop, operate, use, and maintain the Private Access and Public Utility Easement in any manner which does not prevent or substantially interfere with the exercise by any other Owners of the Premises of the Private Access and Public Utility Easement.

1.5 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that will in any way interfere with the exercise of the Private Access and Public Utility Easement. The Private Access and Public Utility Easement shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments to be located on Lot 40-A and Lot 40-B.

1.6 Notwithstanding the foregoing, the Owners of the Premises shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Premises to avoid the possibility of dedicating the Private Access and Public Utility Easement Area for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Premises are not open for business.

2. General Easement for Ingress, Egress, and Parking. Declarant, for itself and its successors and assigns, does hereby declare, establish, and grant, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a mutual, reciprocal and nonexclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress and egress, passage, and parking on and over such parking areas, curb cuts, entrances, exits, drive aisles, sidewalks, and other areas provided, or to be provided, for such purposes and uses by the respective owners thereof, from time to time, on the Premises, as such areas and facilities may change from time to time. Nothing in this Paragraph 6 shall obligate Declarant or its successors, assigns, or grantees, to construct any such areas or facilities, or limit the Declarant, its successors, assigns, and grantees, from altering, removing, relocating, or otherwise changing any such areas or facilities from time to time (the "General Easement").

2.1 It is agreed that the General Easement is granted solely to the owners from time to time of the Premises, or any parts thereof, and that the grant of said easement, rights and privileges as well as the benefits from said grant, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be

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construed as creating any rights in or for the benefit of any property adjoining the Premises.

2.2 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that would prevent or substantially interfere with the ingress, egress, and regress of pedestrian and automotive traffic over, between, and among the Lots. However, the locations of drives, entrances, and exits on the Premises, with the exception of the Private Access and Public Utility Easement provided above, shall be in the discretion of the owner of each such Lot. Such drives, entrances, and exits shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the developments located on the Premises. This paragraph shall not be construed, however, as prohibiting installation of landscaping and the making of similar improvements, as long as such ingress, egress and regress is not prevented or substantially interfered with.

2.3 Notwithstanding the foregoing, the Owners of the Lots shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Lots, or either of them, to avoid the possibility of dedicating same for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Lots are not open for business.

2.4 The Owners of the Lots, their respective successors in interest, assigns, and grantees, shall maintain at all times improved parking areas on each such Lot in such manner as to provide a parking ratio of not less than the greater of the following: (i) five (5) parking spaces for each one thousand (1,000) square feet of building area located in such Lot; or (ii) a parking ratio as may be required by any governmental authority having jurisdiction over such Lot; provided, however, in no event shall parking spaces on any one of such Lots be included in determining compliance with parking spaces required to be included in any of the other of such Lots, it being the intent of this Declaration that a sufficient number of parking spaces be maintained at all times on each of such Lots to comply with the above described requirements as applied to such Lot. Notwithstanding the foregoing, the Owner of either of such Lots shall be relieved of the requirements set forth in this paragraph to the extent parking spaces are taken pursuant to the exercise of the power of eminent domain, or conveyance in lieu thereof.

3. Utilities Easements. Declarant, for itself, its successors and assigns, hereby declares, establishes, and grants, to the benefit of the Owner(s), from time to time, of the Premises, and each and every portion thereof, perpetual, nonexclusive rights and easements to install, connect, tap-in, use, operate, maintain, relocate, repair and replace, at locations reasonably acceptable to the affected party or parties, and at times reasonably acceptable to such parties so as not to adversely affect the current or contemplated commercial operations of such affected parties, any reasonably required utility facilities including, but not limited to, water, gas, electricity, telephone, storm and sanitary sewers, water retention and drainage facilities, to provide proper service for the improvements built or to be built on the Premises, and each and every portion thereof. All such utility facilities shall be installed underground, with the exception of meters, catch basins, manholes, light poles, and similar facilities that cannot be installed underground. Provided, however, the utility easements granted hereunder shall not interfere with any existing

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contemplated structural improvements on the affected Lots or the operation of the facilities reon, with the exception of any temporary construction required for such utility facilities and e temporary closing of any reasonable amount of parking area therefor. The party initially nstalling such utility facilities shall be responsible for the cost and expense of the initial construction, including repair and restoration of any damage to the property of the affected party or parties following the completion of such initial construction, and including third party liability claims resulting from or arising out of the exercise of the rights granted under this paragraph. During any such construction, all construction areas shall be fenced in order to prevent access to such areas by invitees, customers, and other parties present on the Premises other than parties performing such construction work. After such initial construction, such utility facilities shall be maintained in accordance with Paragraph 11 below, except that if any utility facilities located on a Lot exclusively serve another Lot, then the owner of the benefited Lot shall have sole responsibility for maintenance of such utility facilities at its own expense, and shall have an easement to enter upon the burdened Lot to perform such maintenance, subject to the same provisions as apply with respect to the initial installation thereof.

4. Compliance with Laws. Any easement provided hereunder shall be subject to compliance with all laws, ordinances and regulations as may be applicable for continuous operation of the businesses located on the Premises. Each owner of any portion of the Premises shall comply with all laws, ordinances, regulations and other governmental requirements with respect to such Owner's Lot, and each Owner (an "Indemnifying Owner") shall handle for and on behalf of the other Owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all loss, cost, damage, claim or liability suffered by the Indemnified Owner arising out of the noncompliance by the Indemnifying Owner with such laws, ordinances, regulations, or other governmental requirements with respect such Indemnifying Owner's Lot.

5. Easement for Entry. The Owners, for themselves and their successors and assigns, hereby grant to each other and to the owners of the Premises from time to time, an easement, subject to the terms of Paragraph 11 below, to come upon any Lot to perform any work which must be performed on such Lot to maintain the easement of ingress, egress and parking as set forth herein, and to perform any work to cure the failure of a "Defaulting Owner" (as defined in Paragraph 13 below) to comply with the performance of any obligation set forth herein, subject to the requirement of notice and other requirements set forth in Paragraph 13.

6. Priority of Easements. All easements as specified herein are to be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages and other encumbrances and documents in any way affecting the Premises, and each and every portion thereof, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title or interest in any portion of the Premises shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easement.

7. Maintenance of Facilities. The owners of the Premises shall be responsible for the cost and expense relating to those improvements and facilities located within their respective Lots at their sole cost and expense, unless otherwise provided hereunder. In the event any of the improvements or facilities on the Premises are damaged or destroyed by fire or any other casualty, the Owner of the Lot on which the affected improvements or facilities are located shall, at its sole cost and expense, and at its election, either repair or restore, or cause to be repaired or

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restored, such improvements and facilities to their prior condition with all due diligence; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance. In the event any of the improvements or facilities on the Premises is taken by condemnation or conveyance in lieu thereof, the owner of the Lot on which such affected improvements or facilities is located shall, with all due diligence and at its sole cost and expense, either restore the remaining improvements and facilities to a functional condition, compatible and integrated with and complementary to the remaining improvements and facilities; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance.

7.1 After completion of construction of any building improvements on any Lot, the owner of such Lot shall maintain and keep, or cause to be maintained and kept, the exterior portions of such improvements, including service areas and loading docks, any outside sales or storage areas, canopies, paving areas, lighting, landscaped areas, and signage in a first-class, safe, and sightly condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. The standard of maintenance shall be that comparable to other first class retail facilities in the Bernalillo County area.

8. Indemnification. Each owner of a Lot (an "Indemnifying Owner") shall handle for and in behalf of the other owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance by the Indemnifying Owner of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on the Indemnifying Owner's Lot, except to the extent that such damage or injury shall have been due to the negligence or intentional act of an Indemnified Owner, or its respective successors, devisees, assignees, agents, tenants, licensees or invitees.

9. Enforcement. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedy provided herein or by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other costs and expenses thereof.

9.1 If the owner of any Lot fails to comply with any provision herein (a "Defaulting Owner"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Declaration, then any other Owner (an "Affected Party") at its option and with thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies such Affected Party may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within

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that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes interference with the construction, operation or use of the Affected Party's Lot which requires immediate attention; and in such event, the Affected Party shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

9.2 Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Party for any sum reasonably expended by the Affected Party due to the default or in correcting the same, together with interest thereon and, if such reimbursement is not paid within said ten (10) days and collection is required, the Affected Party's reasonable costs of collection, including, without limitation, reasonable attorneys' fees.

9.3 Any claim of an Affected Party for reimbursement, together with interest accrued thereon and collection costs, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Lot involved, except that such lien shall not be prior and superior to any mortgages or deeds of trust of record prior to the recording of such Lien Notice or any renewal, extension of modification (including increases) of previously recorded mortgages or deeds of trust; and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any such mortgage or deed of trust shall take title subject only to liens accruing pursuant to this Paragraph 13 after the date of such foreclosure sale or conveyance in lieu of foreclosure. To evidence a lien accruing pursuant to this Paragraph, the Affected Party curing the default of a Defaulting Owner or the Affected Party performing such maintenance, as the case may be, shall prepare a written notice (a "Lien Notice") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Lot to which the payment(s) relate; (iii) the name of the owner or reputed owner owning the Lot involved; and (iv) reference to this Declaration as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Affected Party desiring to file the same and shall be recorded in the public real estate records in Bernalillo County, New Mexico. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in like manner as a mortgage or deed of trust on real property is judicially foreclosed under the laws of New Mexico. In any foreclosure, the Lot being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees in connection with the foreclosure.

9.4 In the event any Affected Party shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder or to collect any amounts owing hereunder or in the event an arbitration proceeding is commenced hereunder by agreement of the parties to any dispute, then and in such event

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the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for such reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

9.5 Any remedies provided for in this Paragraph 13 are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

10. Binding Effect; Running with the Land. All the covenants, terms, agreements, conditions, and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

11. Identity of Declarant; Assignment of Declarant Rights. NEW MEXICO KWIK LUBE, LLC is the initial Declarant hereunder. NEW MEXICO KWIK LUBE, LLC shall remain the Declarant hereunder, and be vested with all of the rights of Declarant hereunder, for as long as NEW MEXICO KWIK LUBE, LLC owns any portion of the Premises. If at any time after the date hereof NEW MEXICO KWIK LUBE, LLC no longer owns any portion of the Premises, then any entity owned or controlled by the principals of NEW MEXICO KWIK LUBE, LLC, principals meaning the partners, and their heirs, personal representatives, successors, and assigns as shareholders) owning any portion of the Premises shall be the Declarant hereunder.

11.1 The rights of Declarant hereunder may be assigned by any Declarant hereunder to any party owning the Premises, or any portion thereof, by written assignment executed by the then current Declarant under the terms hereof, recorded in the deed records for Bernalillo County, New Mexico.

12. Release from Liability. Any person acquiring fee title to any Lot subject hereto shall be bound by this Declaration only as to the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee owner of such Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Lots running with the land.

13. Modification. This Declaration may be modified by written instrument executed by the owners of fee title to the Premises, or such portion or portions thereof as are affected by such modification, who are vested with such fee title at the time such modification is executed. The consent of tenants of the Premises, or any portion thereof, shall not be required for such modification to be effective.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed pursuant to proper authority duly given as of the day and year first above written.

DECLARANT:

NEW MEXICO KWIK LUBE, LLC,
a New Mexico limited liability company

By: _____
Name: Matthew C. Musgrave
Its: Manager

STATE OF ~~New Mexi~~Utah co)
Washington) ss.
County of ~~Bernalil~~lo)

The foregoing instrument was acknowledged before me this 24 day of ~~September~~ April 2006, by Matthew C. Musgrave, who acknowledged himself to be the Managing Member of New Mexico Kwik Lube, a New Mexico LLC, and that he executed the foregoing instrument on behalf of New Mexico Kwik Lube, LLC.

_____
Notary Public

My Commission Expires: 9-8-2009

DEANN BETENSON
NOTARY PUBLIC-STATE of UTAH
94 E. TABERNACLE ST.
ST. GEORGE, UTAH 84770
My Comm. Exp. Sept. 8, 2009

_____

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EXHIBIT A

LEGAL DESCRIPTION FOR LOT 40-A

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LOT 40- B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST,
N.M.P.M.
CITY OF ALBUQUERQUE
BERNALLIO COUNTY, NEW MEXICO

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EXHIBIT B

LEGAL DESCRIPTION FOR LOT 40-B

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Mary Herrera Bern. Co. DEC R 37.00

EXHIBIT C

PLAT OF LOTS 40-ANS 40-B, BLOCK 6 UNIT 1

CASA GRANDE ESTATES

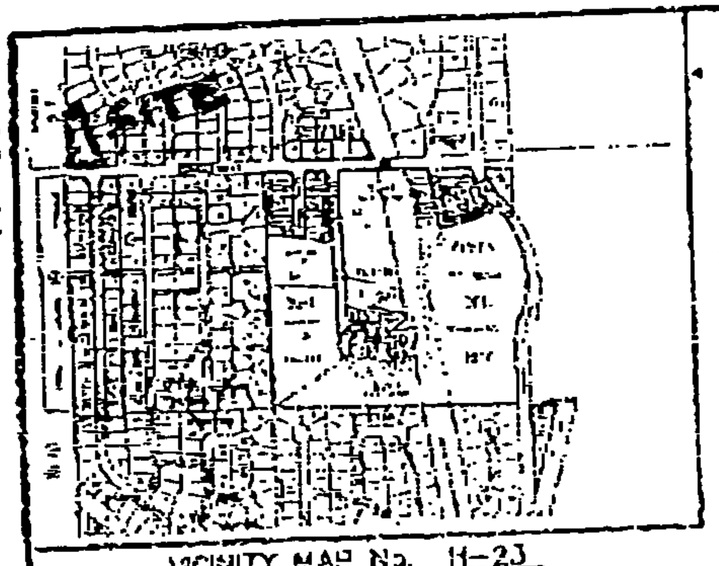
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P. 16
FAX NO.
06 WED 10:51 AM

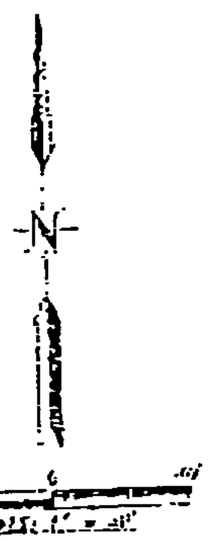
PLAT OF
LOTS 40-A and 40-B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH , 2005

PROJECT NUMBER 1002756

APPLICATION NUMBER 05DRB 00616



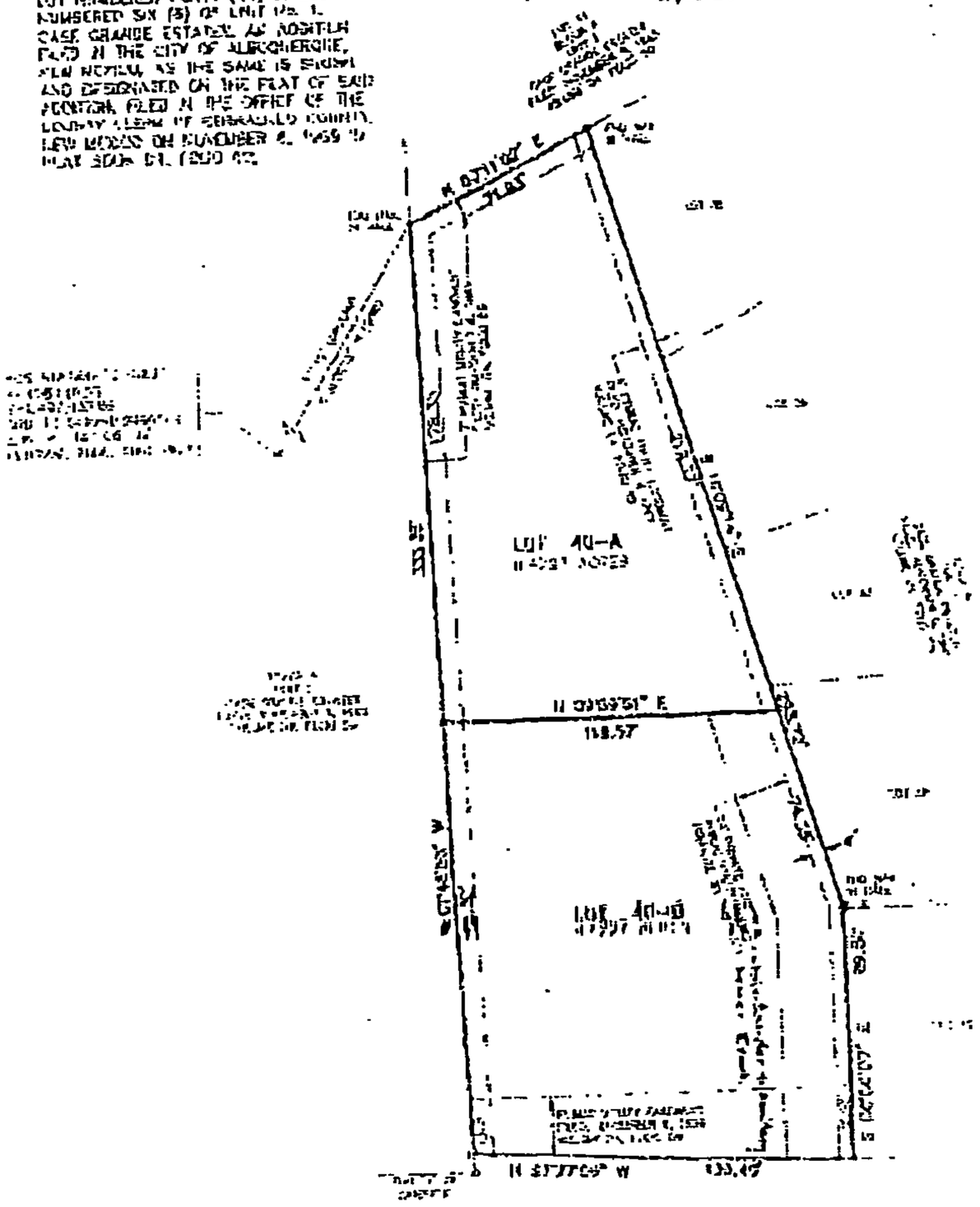
VICINITY MAP No. H-23



SCALE: 1" = 50'

LEGAL DESCRIPTION

LOT NUMBERED FORTY (40) IN BLOCK NUMBERED SIX (6) OF UNIT NO. 1, CASA GRANDE ESTATES, AN ADDITION PLATTED IN THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON NOVEMBER 6, 1959 IN PLAT BOOK D1, FOLIO 62.



PROJECT NOTES:

1. UNLESS NOTED, ALL CORNERS WERE SET WITH 5/8" REBAR AND CAP STAMPED "LOPEZ PLS 9444".
2. THIS PLAT SUBJECT TO EASEMENTS OF RECORD.
3. TOTAL AREA OF PROPERTY: 0.3252 ACRES.
4. TOTAL NO. OF LOTS: 2
5. BASIS OF BEARINGS IS THE BEARING BETWEEN THE CITY OF ALBUQUERQUE CONTROL STATIONS 10_H17 AND 10_H18 AS SHOWN HEREON.
6. ALL DISTANCES ARE GROUND DISTANCES.
7. ALL CORNERS ARE SET UNLESS NOTED OTHERWISE.
8. ALL LOTS ARE SUBJECT TO A 10' PUBLIC UTILITY EASEMENT ALONG ALL STREET FRONTAGES.
9. ALL LOTS ARE SUBJECT TO A 7' PUBLIC UTILITY EASEMENT ALONG ALL REAR LOT LINES.

* SEE SHEET 2 FOR ADDITIONAL NOTES AND EASEMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM RESPONSIBLE FOR THE SURVEY SHOWN HEREON. I FURTHER CERTIFY THAT THE SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

[signature]
ROBERT L. LOPEZ
NEW MEXICO P.S. 9444

FREE CONSENT

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS THEREOF, AND OWNER / PROPRIETOR DOES HEREBY GRANT AND ADD ALL EASEMENTS AS PART OF DEDICATION OF THIS PLAT, REAL ESTATE AS SHOWN HEREON THAT THEY HAVE MADE SUCH TAXES COMPLIED AND ASSESSMENTS WITH RESPECT TO THE LAND CONSIDERED.

[signature] 3-24-05
OWNER DATE

NOTARY ACKNOWLEDGMENT
STATE OF NEW MEXICO)
) SS.
COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF March, 2005 BY [illegible]

[signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES 8/11/05

PLAT APPROVAL

UTILITY DEVELOPMENT	DATE
CITY SURVEYOR	3-24-05 DATE
REAL PROPERTY DIVISION	5/25/05 DATE
N/A PARKS AND RECREATION DEPARTMENT	5/25/05 DATE
[illegible]	[illegible] DATE
[illegible]	3-24-05 DATE
[illegible]	5/25/05 DATE
[illegible]	5/25/05 DATE
[illegible]	5/25/05 DATE
[illegible]	5/25/05 DATE

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STATE OF NEW MEXICO)
) SS.
COUNTY OF BERNALILLO)

I, ROBERT L. LOPEZ, A NEW MEXICO PROFESSIONAL LAND SURVEYOR, DULY QUALIFIED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE PLAT AND SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM RESPONSIBLE FOR SAID PLAT AND SURVEY; THAT SAID SURVEY WAS PERFORMED ON THE GROUND AS SHOWN HEREON; THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE MONUMENTS AND LOT CORNERS SHOWN HEREON EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[signature]
ROBERT L. LOPEZ
NEW MEXICO P.S. 9444

[signature] 3/24/05
SURVEYOR DATE

CITY OF ALBUQUERQUE

January 31, 2007

Thomas D. Johnston, P.E.
TGC Engineering
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: Kwik Lube, Lot 40B Block 6, Unit 1 of Casa Grande Estates
Engineer's Stamp dated 1-17-07 (G23/D1)

Dear Mr. Johnston,

Based on the information contained in your submittal received on January 18, 2007, there are some additional items that must be addressed prior to Building Permit approval. Those items are as follows.

- Please indicate the type(s) of curb and gutter to be utilized on-site and reference the appropriate standard drawing (2415A or 2415B). If the standard, City drawings are not to be utilized, please provide a detail.
- Runoff from dumpster enclosures may not be transported off-site via surface flow. Drains to the sanitary sewer collection system must be included in the site work. As such, a detail of the enclosure with the drain and revised corner spot elevations must be shown.
- Your plan shows several note references (4, 5, 6, and 9) that are undefined.
- Your "Notice to Contractor" indicates that improvements within the COA right-of-way are to be constructed with a work order. Given that you will not be constructing any new curb and gutter or public pavement improvements, a work order is not required. However, with your revised submittal, please provide the upstream and downstream flow line elevations for the new driveway.

If you have any questions or need additional information, feel free to contact me at 924-3990.

Sincerely,

Jeremy Hoover, P.E.
Senior Engineer
Hydrology Section
Development and Building Services

cc: file G23/D1

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

December 14, 2006

James N. Medley, Registered Architect
3100 Christine NE
Albuquerque, NM 87111-4824

Re: Certification Submittal for Final Building Certificate of Occupancy for
Ultimate Car Wash, [G-23 / D1]
12711 Candelaria NE
Architect's Stamp Dated 12/06/06

Dear Mr. Medley:

The TCL / Letter of Certification submitted on December 12, 2006 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

Sincerely,

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

c: Engineer
Hydrology file
CO Clerk

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 12/05)

PROJECT TITLE: Ultimate Car Wash ZONE MAP/DRG. FILE # G-23/D1
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: Lot 40-A Unit 1 Casa Grande Estates
CITY ADDRESS: 12711 CANDELARIA NE

ENGINEERING FIRM: TGC Engineering INC. CONTACT: Thomas Johnson
ADDRESS: 330 Louisiana NE PHONE: 266-7256
CITY, STATE: Alb nm. 87108 ZIP CODE: 87108

OWNER: Tramway Jack LLC. CONTACT: Danny Brandenburg
ADDRESS: 2511 Candelaria NE PHONE: 883-4000
CITY, STATE: Alb nm. 87107 ZIP CODE: _____

ARCHITECT: Jim Medley, RA CONTACT: Jim Medley
ADDRESS: 3100 Christine NE PHONE: 292-3514
CITY, STATE: Alb, NM ZIP CODE: 87111

SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: Loveland Building Systems CONTACT: Mike Loveland
ADDRESS: 2701 San Pedro NE #4 PHONE: 869-9571
CITY, STATE: Alb nm. 87110 ZIP CODE: 87110

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
_____ TRAFFIC CIRCULATION LAYOUT
✓ ENGINEER/ARCHITECT CERT (TCL)
_____ ENGINEER/ARCHITECT CERT (DRB S.P.)
_____ ENGINEER/ARCHITECT CERT (AA)
_____ OTHER (SPECIFY)

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. 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 (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED: ★ Check w/ Richard Re: Hold on CO
_____ YES
_____ NO
_____ COPY PROVIDED

RECEIVED
DEC 12 2006
HYDROLOGY SECTION

SUBMITTED BY: Michael P. Loveland DATE: 12/12/06

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development define the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan**: Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.

2. **Drainage Plans**: Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

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

JIM MEDLEY, Architect

jmedley@jim-medley-architect.com -|- http://www.jim-medley-architect.com
3100 Christine NE -|- Albuquerque, NM 87111-4824 -|- Phone (505) 292-3514 -|- Fax (505) 294-5593

December 6, 2006

Traffic Department
City of Albuquerque
600 Second St. NW
Albuquerque, NM 87103

Re: Traffic Circulation Layout inspection
Tramway and Candelaria Blvd NE

Gentlemen/Madams:

We made an on site inspection of the above referenced project on December 6, 2002, and found the site to be in substantial compliance with the attached/approved Traffic Layout site plan and permitted plans with the following exceptions.

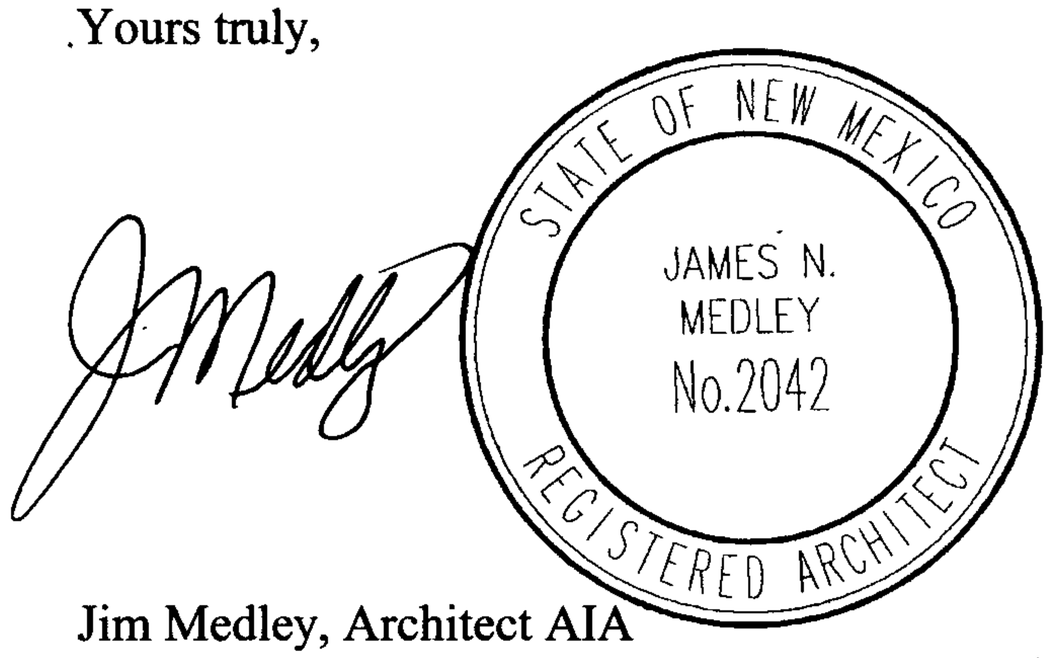
- The large trees shown on Landscape plan have not been installed. They were unavailable in Albuquerque until early this week. They have been ordered and were just delivered yesterday (December 5, 2006). Landscape contractor will be install these trees as soon as weather permits.

- Raising block walls along east and north property lines were overlooked. This was pointed out during our inspection of the site. Contractor made arrangements with his subcontractors to have the fence raised to a total of 6'-0" on the high side while we were there. Installation should be finished within approximately one week.

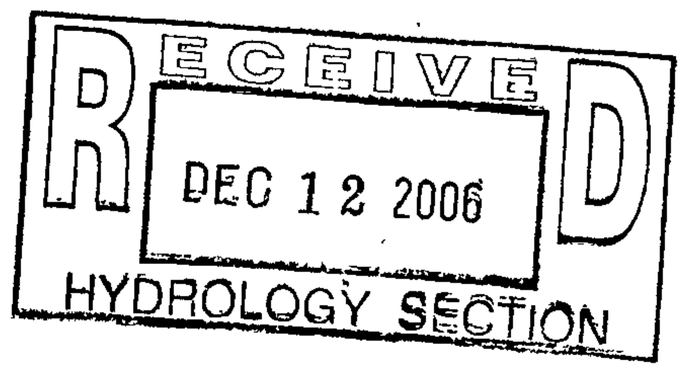
It is our conclusion that this site is in substantial compliance with all requirements of the approved TLC with the above exceptions.

Thank you for the opportunity of working with you on this project

Yours truly,



Jim Medley, Architect AIA



The Ultimate Car Wash
FILE NO. G-23 / D1

DRAINAGE INVESTIGATION FORM

PLANNING DEPARTMENT
DEVELOPMENT AND BUILDING SERVICES DIVISION
924-3981

Name: Robert Hartley **Phone #:** 238-8008 (hm), 821-0725 (wk)

Address/Location: 3021 Matador Drive NE

Date Received: November 29, 2006

Received By: KDM

Description of Concern:

The above referenced location is located just north of The Ultimate Carwash (a proposed carwash, located at 12721 Candelaria Rd. NE, currently under construction). The canopy sends all roof flow to the north, and it appears to outfall into the landscaping/rock area. This area is relatively flat, but it appears to be lower than the adjacent pavement. Due to this, it appears that the northwest corner of the site may drain to the adjacent lot (3021 Matador Dr. NE).

Referred to: **Date Referred:**

Investigation-Comments: Site Visit 11/29/06 by KDM

Conditions verified, and the design engineer (Tom Johnston, TGC Engineering, 266-7256) was apprised of this condition. After discussing this issue with the engineer, it was determined that a downspout will be added to the northeast and northwest corners of the canopy to guide the flow to the pavement. This item must be in place prior to certificate of occupancy approval.

Follow-up:

Action Taken

Date Completed: **Complaint Status:** H - On Hold
W - Being Worked On
C - Completed

Zone Atlas Page: G-23

Conclusion/ Information

LOT 34
BLOCK 6
UNIT 1
CASE GRANDE ESTATES
FILED: NOVEMBER 6, 1969
VOLUME D4, FOLIO 50

3021 Matador Dr. NE

FND NAIL IN WALL

N 63°11'02" E

71.93'

Railroad Ties

FND NAIL IN WALL

BLOCK WALL

LOT 35

DRAINAGE OUTFALL

TW=16.40
BW=13.50

15.90

15.35

15.25

VACUUM

VACUUM

VACUUM

ROOF FLOW

ROOF FLOW

ROOF FLOW

9185

VACUUM CANOPY

15.22

AIR PUMP

BLOCK WALL

LOT 40-A
0.4227 ACRES

15.21

5815

15.06

5814

TW=16.40
BW=13.75

15.90

15.36

5816

15.30

15.17

TW=16.50
BW=13.50

16.00

15.45

14.87

SELF-SERVE
BAY
15.48

SELF-SERVE
BAY
15.33

SELF-SERVE
BAY
15.23

SELF-SERVE
BAY
15.14

12721
Candelaria
Rd NE

VACUUM

EMISSIONS
CHECK BAY
FF = 15.39

MECHANICAL ROOM
FF = 15.19

H-CAP WALKWAY

TW=16.25
BW=12.00

15.75

15.18

14.66

14.96

S 16°09'14" E

TW=16.15
BW=11.50

15.65

14.99

178.35'

5813

5812

14.42

14.72

N

SCALE: 1"=20'

















CITY OF ALBUQUERQUE

May 30, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: The Ultimate Car Wash, Tramway Boulevard / Candelaria Road NE, Grading and Drainage Plan
Engineer's Stamp dated 5-03-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 5-25-06, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: THE ULTIMATE CAR WASH
DRB #: _____ EPC#: _____ ZONE MAP/DRG. FILE #: G-23
WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A, BLOCK 6, UNIT 1, CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC.
ADDRESS: 330 LOUISIANA BLVD NE
CITY, STATE: ALBUQUERQUE NM
CONTACT: TOM JOHNSTON
PHONE: 266-7256
ZIP CODE: 87108

OWNER: HOTSY EQUIPMENT CORP
ADDRESS: 2211 CANDELARIA NE
CITY, STATE: ALBUQUERQUE NM
CONTACT: DANNY BRANDENBERG
PHONE: 883-4000
ZIP CODE: 87107

ARCHITECT: JIM MEDLEY
ADDRESS: 3101 CHRISTINE ST NE
CITY, STATE: ALBUQUERQUE NM
CONTACT: JIM MEDLEY
PHONE: 292-3614
ZIP CODE: 87111

SURVEYOR: WAYJOHN SURVEYING INC.
ADDRESS 330 LOUISIANA BLVD NE
CITY, STATE: ALBUQUERQUE NM
CONTACT: TOM JOHNSTON
PHONE: 255-2052
ZIP CODE: 87108

CONTRACTOR: TBD
ADDRESS: _____
CITY, STATE: _____
CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

____ 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

CHECK TYPE OF APPROVAL SOUGHT:

____ 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 (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

____ YES
____ NO
____ COPY PROVIDED

RECEIVED
MAY 25 2006
HYDROLOGY SECTION

DATE SUBMITTED: _____ BY: _____

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature , location and scope ot the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

G-23/D1

TGC ENGINEERING, INC.
330 LOUISIANA BLVD. NE - ALBUQUERQUE, NM 87108-2062
(505) 266-7256 Fax: (505) 255-2887 - email: TGCENGINEERING.@aol.com

May 25, 2006
Ultimate Car Wash Grading and Drainage Plan

City of Albuquerque Hydrology
600 2nd Street NW
Plaza Del Sol Building
Albuquerque, NM 87102

Project No. G23-D1

Dear Kristal:

The owner of Lot 40B, Casa Grande Estates has signed the grading and drainage plan approving the drainage across his lot. Thank you for your efforts in this matter. Please fax the approval letter ASAP, if possible.

The project coordinator and Engineer for this project is:

TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108
Attn: Thomas Johnston, Project Engineer

If you have any questions, please feel free to contact me at 505-266-7256.
Regards,

Thomas Johnston, PE
Project Engineer
TGC Engineering, Inc.
Attachments

RECEIVED
MAY 25 2006
HYDROLOGY SECTION

CITY OF ALBUQUERQUE

January 31, 2007

Thomas D. Johnston, P.E.
TGC Engineering
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: Ultimate Car Wash, 12711 Candelaria NE, (G23/D001)
Lot 40A Block 6 Unit 1 of Casa Grande Estates
Engineer's Stamp dated 5-3-06, Engineer's Certification dated 12-13-06

Dear Mr. Johnston,

Based on the information contained in your submittal received on December 14, 2006, the above referenced certification is approved for release of permanent Certificate of Occupancy by Hydrology.

Sincerely,

Jeremy Hoover, P.E.
Senior Engineer
Hydrology Section
Development and Building Services

cc: file G23/D001
Katrina Sigala, C.O. Clerk

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

WHEN RECORDED RETURN TO:

NEW MEXICO KWIK LUBE, LLC
c/o Matt Musgrave
2855 Cottonwood Circle
Santa Clara, Utah 84765

RECEIVED
MAY 10 2006
LAND DEVELOPMENT SECTION

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration") is made and executed as of the 21st day of September 2005, by NEW MEXICO KWIK LUBE, LLC, a New Mexico limited partnership ("Declarant").

STATEMENT OF PURPOSE

A. Declarant is the owner of fee simple title to two adjoining Lots of land in Albuquerque, Bernalillo County, New Mexico. "Lot 40-A and "Lot 40-B" which abuts and lies directly to the south of Lot 40-A, both of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. The term "Lot" as used herein shall mean either one of the above described lots, and any parcel created hereafter by subdivision of such lots; the term "Lots" as used herein shall mean two or more of the above described lots or of any other lots created hereafter by subdivision; and the term "Premises" as used herein shall mean all of the Lots

C. The term "Owner(s)" shall individually refer to any person or group of persons, corporation, partnership, limited liability company or other entity that may, from time to time, own fee simple title to any portion of the Premises.

D. Declarant believes that proposed further development of the Premises makes it desirable for itself and its successors and assigns to declare, grant, establish, and create certain easements on, under and above the Premises.

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, Declarant hereby declares and establishes the following:

5. Purpose; No Public Dedication. Declarant is the sole owner of the Premises, and therefore currently controls the use thereof. The intent of this Declaration is to set forth certain reciprocal easements and rights for the benefit of the Premises, and each portion thereof. Notwithstanding the foregoing, however, and notwithstanding anything to the contrary set forth herein, in no event shall any of the rights and easements hereby created benefit or be an appurtenance to any portion of the Premises that is now or hereafter owned by or dedicated to any government or governmental authority, for public road right-of-way purposes; nor shall any of the rights and easements hereby created benefit or be an appurtenance to any property adjoining the Premises; nor shall any of the rights and easements hereby created benefit or be exercisable by the general public.

6. Common Areas.

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"Common Areas" shall be all of the Lots except the Building Areas, and shall include a dumpster and enclosure to be built in the proximity of the boundary line between the Lots and in a location that shall mutually benefit the Lots. The dumpster and enclosure shall be constructed in a manner that does not interfere with the use, ingress or egress of the Lots, and which provides convenient access for trash removal vehicles. Cost of construction of said enclosure, installation of a dumpster and any and all costs, including periodic fees for collection of trash shall be shared equally by each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

7. Buildings.

3.1 Design and Construction. The structures to be constructed on the shall be designed so that the exterior elevations are architecturally and aesthetically compatible or complementary with respect to the colors and materials of each structure. Nothing in the preceding sentence shall prevent any Owner from employing any design element, including color scheme or logo, that is part of its trademarked appearance or has otherwise become associated with such Owner's business operations from other established locations of the type constructed on the Premises. The building wall footings shall not encroach from one Lot onto another Lot.

Prohibitions on Use. No night club, adult video, magazine or similar adult oriented store, or other place of recreation or amusement or any business serving alcoholic beverages for on-premises consumption (except as an incidental part of its restaurant business) shall occupy space within either of the Lots without the prior written consent of the Declarant.

1. Specific Access Easement. Declarant hereby declares, establishes, and grants, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a perpetual, non-exclusive right and easement (the "24' Private Access and Public Utility Easement") over that portion of Lot 40-BLot 1-A (the "24' Private Access and Public Utility Easement") shown Exhibit C, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Premises and Candelaria Road. Costs of improving, including paving, and maintenance shall be shared equally each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

1.1 The location of the Access Easement Area may be changed with the consent of the Owners of fee simple title to all portions of the Premises. Such change shall be effected by an amendment to this Declaration signed by all Owners of fee simple title to the Premises, and recorded in the deed records of Bernalillo County, showing the new location of the Access Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

1.2 It is hereby agreed that the Private Access and Public Utility Easement is granted solely to the Owners of the Premises, their successors and assigns, and for the benefit of their officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and for the benefit of other persons lawfully upon the Premises, and that the grant of such easement, right and privilege as well as the benefits therefrom, is

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not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be construed as creating any rights in or for the benefit of any property adjoining the Premises.

1.3 The Private Access and Public Utility Easement shall be kept open at all times for free use as intended in this Declaration.

1.4 Declarant, any Owner(s), and their successors and assigns owning the Private Access and Public Utility Easement may develop, operate, use, and maintain the Private Access and Public Utility Easement in any manner which does not prevent or substantially interfere with the exercise by any other Owners of the Premises of the Private Access and Public Utility Easement.

1.5 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that will in any way interfere with the exercise of the Private Access and Public Utility Easement. The Private Access and Public Utility Easement shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments to be located on Lot 40-A and Lot 40-B.

1.6 Notwithstanding the foregoing, the Owners of the Premises shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Premises to avoid the possibility of dedicating the Private Access and Public Utility Easement Area for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Premises are not open for business.

2. General Easement for Ingress, Egress, and Parking. Declarant, for itself and its successors and assigns, does hereby declare, establish, and grant, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a mutual, reciprocal and nonexclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress and egress, passage, and parking on and over such parking areas, curb cuts, entrances, exits, drive aisles, sidewalks, and other areas provided, or to be provided, for such purposes and uses by the respective owners thereof, from time to time, on the Premises, as such areas and facilities may change from time to time. Nothing in this Paragraph 6 shall obligate Declarant or its successors, assigns, or grantees, to construct any such areas or facilities, or limit the Declarant, its successors, assigns, and grantees, from altering, removing, relocating, or otherwise changing any such areas or facilities from time to time (the "General Easement").

2.1 It is agreed that the General Easement is granted solely to the owners from time to time of the Premises, or any parts thereof, and that the grant of said easement, rights and privileges as well as the benefits from said grant, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be

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construed as creating any rights in or for the benefit of any property adjoining the Premises.

2.2 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that would prevent or substantially interfere with the ingress, egress, and regress of pedestrian and automotive traffic over, between, and among the Lots. However, the locations of drives, entrances, and exits on the Premises, with the exception of the Private Access and Public Utility Easement provided above, shall be in the discretion of the owner of each such Lot. Such drives, entrances, and exits shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the developments located on the Premises. This paragraph shall not be construed, however, as prohibiting installation of landscaping and the making of similar improvements, as long as such ingress, egress and regress is not prevented or substantially interfered with.

2.3 Notwithstanding the foregoing, the Owners of the Lots shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Lots, or either of them, to avoid the possibility of dedicating same for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Lots are not open for business.

2.4 The Owners of the Lots, their respective successors in interest, assigns, and grantees, shall maintain at all times improved parking areas on each such Lot in such manner as to provide a parking ratio of not less than the greater of the following: (i) five (5) parking spaces for each one thousand (1,000) square feet of building area located in such Lot; or (ii) a parking ratio as may be required by any governmental authority having jurisdiction over such Lot; provided, however, in no event shall parking spaces on any one of such Lots be included in determining compliance with parking spaces required to be included in any of the other of such Lots, it being the intent of this Declaration that a sufficient number of parking spaces be maintained at all times on each of such Lots to comply with the above described requirements as applied to such Lot. Notwithstanding the foregoing, the Owner of either of such Lots shall be relieved of the requirements set forth in this paragraph to the extent parking spaces are taken pursuant to the exercise of the power of eminent domain, or conveyance in lieu thereof.

3. Utilities Easements. Declarant, for itself, its successors and assigns, hereby declares, establishes, and grants, to the benefit of the Owner(s), from time to time, of the Premises, and each and every portion thereof, perpetual, nonexclusive rights and easements to install, connect, tap-in, use, operate, maintain, relocate, repair and replace, at locations reasonably acceptable to the affected party or parties, and at times reasonably acceptable to such parties so as not to adversely affect the current or contemplated commercial operations of such affected parties, any reasonably required utility facilities including, but not limited to, water, gas, electricity, telephone, storm and sanitary sewers, water retention and drainage facilities, to provide proper service for the improvements built or to be built on the Premises, and each and every portion thereof. All such utility facilities shall be installed underground, with the exception of meters, catch basins, manholes, light poles, and similar facilities that cannot be installed underground. Provided, however, the utility easements granted hereunder shall not interfere with any existing

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or contemplated structural improvements on the affected Lots or the operation of the facilities thereon, with the exception of any temporary construction required for such utility facilities and the temporary closing of any reasonable amount of parking area therefor. The party initially installing such utility facilities shall be responsible for the cost and expense of the initial construction, including repair and restoration of any damage to the property of the affected party or parties following the completion of such initial construction, and including third party liability claims resulting from or arising out of the exercise of the rights granted under this paragraph. During any such construction, all construction areas shall be fenced in order to prevent access to such areas by invitees, customers, and other parties present on the Premises other than parties performing such construction work. After such initial construction, such utility facilities shall be maintained in accordance with Paragraph 11 below, except that if any utility facilities located on a Lot exclusively serve another Lot, then the owner of the benefited Lot shall have sole responsibility for maintenance of such utility facilities at its own expense, and shall have an easement to enter upon the burdened Lot to perform such maintenance, subject to the same provisions as apply with respect to the initial installation thereof.

4. Compliance with Laws. Any easement provided hereunder shall be subject to compliance with all laws, ordinances and regulations as may be applicable for continuous operation of the businesses located on the Premises. Each owner of any portion of the Premises shall comply with all laws, ordinances, regulations and other governmental requirements with respect to such Owner's Lot, and each Owner (an "Indemnifying Owner") shall handle for and on behalf of the other Owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all loss, cost, damage, claim or liability suffered by the Indemnified Owner arising out of the noncompliance by the Indemnifying Owner with such laws, ordinances, regulations, or other governmental requirements with respect such Indemnifying Owner's Lot.

5. Easement for Entry. The Owners, for themselves and their successors and assigns, hereby grant to each other and to the owners of the Premises from time to time, an easement, subject to the terms of Paragraph 11 below, to come upon any Lot to perform any work which must be performed on such Lot to maintain the easement of ingress, egress and parking as set forth herein, and to perform any work to cure the failure of a "Defaulting Owner" (as defined in Paragraph 13 below) to comply with the performance of any obligation set forth herein, subject to the requirement of notice and other requirements set forth in Paragraph 13.

6. Priority of Easements. All easements as specified herein are to be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages and other encumbrances and documents in any way affecting the Premises, and each and every portion thereof, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title or interest in any portion of the Premises shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easement.

7. Maintenance of Facilities. The owners of the Premises shall be responsible for the cost and expense relating to those improvements and facilities located within their respective Lots at their sole cost and expense, unless otherwise provided hereunder. In the event any of the improvements or facilities on the Premises are damaged or destroyed by fire or any other casualty, the Owner of the Lot on which the affected improvements or facilities are located shall, at its sole cost and expense, and at its election, either repair or restore, or cause to be repaired or

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restored, such improvements and facilities to their prior condition with all due diligence; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance. In the event any of the improvements or facilities on the Premises is taken by condemnation or conveyance in lieu thereof, the owner of the Lot on which such affected improvements or facilities is located shall, with all due diligence and at its sole cost and expense, either restore the remaining improvements and facilities to a functional condition, compatible and integrated with and complementary to the remaining improvements and facilities; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance.

7.1 After completion of construction of any building improvements on any Lot, the owner of such Lot shall maintain and keep, or cause to be maintained and kept, the exterior portions of such improvements, including service areas and loading docks, any outside sales or storage areas, canopies, paving areas, lighting, landscaped areas, and signage in a first-class, safe, and sightly condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. The standard of maintenance shall be that comparable to other first class retail facilities in the Bernalillo County area.

8. Indemnification. Each owner of a Lot (an "Indemnifying Owner") shall handle for and in behalf of the other owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance by the Indemnifying Owner of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on the Indemnifying Owner's Lot, except to the extent that such damage or injury shall have been due to the negligence or intentional act of an Indemnified Owner, or its respective successors, devisees, assignees, agents, tenants, licensees or invitees.

9. Enforcement. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedy provided herein or by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other costs and expenses thereof.

9.1 If the owner of any Lot fails to comply with any provision herein (a "Defaulting Owner"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Declaration, then any other Owner (an "Affected Party") at its option and with thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies such Affected Party may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within

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that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes interference with the construction, operation or use of the Affected Party's Lot which requires immediate attention; and in such event, the Affected Party shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

9.2 Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Party for any sum reasonably expended by the Affected Party due to the default or in correcting the same, together with interest thereon and, if such reimbursement is not paid within said ten (10) days and collection is required, the Affected Party's reasonable costs of collection, including, without limitation, reasonable attorneys' fees.

9.3 Any claim of an Affected Party for reimbursement, together with interest accrued thereon and collection costs, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Lot involved, except that such lien shall not be prior and superior to any mortgages or deeds of trust of record prior to the recording of such Lien Notice or any renewal, extension of modification (including increases) of previously recorded mortgages or deeds of trust; and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any such mortgage or deed of trust shall take title subject only to liens accruing pursuant to this Paragraph 13 after the date of such foreclosure sale or conveyance in lieu of foreclosure. To evidence a lien accruing pursuant to this Paragraph, the Affected Party curing the default of a Defaulting Owner or the Affected Party performing such maintenance, as the case may be, shall prepare a written notice (a "Lien Notice") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Lot to which the payment(s) relate; (iii) the name of the owner or reputed owner owning the Lot involved; and (iv) reference to this Declaration as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Affected Party desiring to file the same and shall be recorded in the public real estate records in Bernalillo County, New Mexico. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in like manner as a mortgage or deed of trust on real property is judicially foreclosed under the laws of New Mexico. In any foreclosure, the Lot being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees in connection with the foreclosure.

9.4 In the event any Affected Party shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder or to collect any amounts owing hereunder or in the event an arbitration proceeding is commenced hereunder by agreement of the parties to any dispute, then and in such event

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the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for such reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

9.5 Any remedies provided for in this Paragraph 13 are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

10. Binding Effect; Running with the Land. All the covenants, terms, agreements, conditions, and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

11. Identity of Declarant; Assignment of Declarant Rights. NEW MEXICO KWIK LUBE, LLC is the initial Declarant hereunder. NEW MEXICO KWIK LUBE, LLC shall remain the Declarant hereunder, and be vested with all of the rights of Declarant hereunder, for as long as NEW MEXICO KWIK LUBE, LLC owns any portion of the Premises. If at any time after the date hereof NEW MEXICO KWIK LUBE, LLC no longer owns any portion of the Premises, then any entity owned or controlled by the principals of NEW MEXICO KWIK LUBE, LLC, principals meaning the partners, and their heirs, personal representatives, successors, and assigns as shareholders) owning any portion of the Premises shall be the Declarant hereunder.

11.1 The rights of Declarant hereunder may be assigned by any Declarant hereunder to any party owning the Premises, or any portion thereof, by written assignment executed by the then current Declarant under the terms hereof, recorded in the deed records for Bernalillo County, New Mexico.

12. Release from Liability. Any person acquiring fee title to any Lot subject hereto shall be bound by this Declaration only as to the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee owner of such Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the casements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Lots running with the land.

13. Modification. This Declaration may be modified by written instrument executed by the owners of fee title to the Premises, or such portion or portions thereof as are affected by such modification, who are vested with such fee title at the time such modification is executed. The consent of tenants of the Premises, or any portion thereof, shall not be required for such modification to be effective.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed pursuant to proper authority duly given as of the day and year first above written.

DECLARANT:

NEW MEXICO KWIK LUBE, LLC,
a New Mexico limited liability company

By: _____
Name: Matthew C. Musgrave
Its: Manager

STATE OF ~~New Mexico~~ Utah)
) ss.
County of ~~Bernalillo~~ Washington)

The foregoing instrument was acknowledged before me this 24 day of ~~September~~ April 2006 by Matthew C. Musgrave, who acknowledged himself to be the Managing Member of New Mexico Kwik Lube, a New Mexico LLC, and that he executed the foregoing instrument on behalf of New Mexico Kwik Lube, LLC.

_____
Notary Public

My Commission Expires: 9-6-2009

DEANN BETENSON
NOTARY PUBLIC-STATE of UTAH
94 E. TABERNACLE ST.
ST. GEORGE, UTAH 84770
My Comm. Exp. Sept. 6, 2009

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EXHIBIT A

LEGAL DESCRIPTION FOR LOT 40-A

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LOT 40- A, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST,
N.M.P.M.
CITY OF ALBUQUERQUE
BERNALLIO COUNTY, NEW MEXICO

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EXHIBIT B

LEGAL DESCRIPTION FOR LOT 40-B

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EXHIBIT C

PLAT OF LOTS 40-ANS 40-B, BLOCK 6 UNIT 1

CASA GRANDE ESTATES

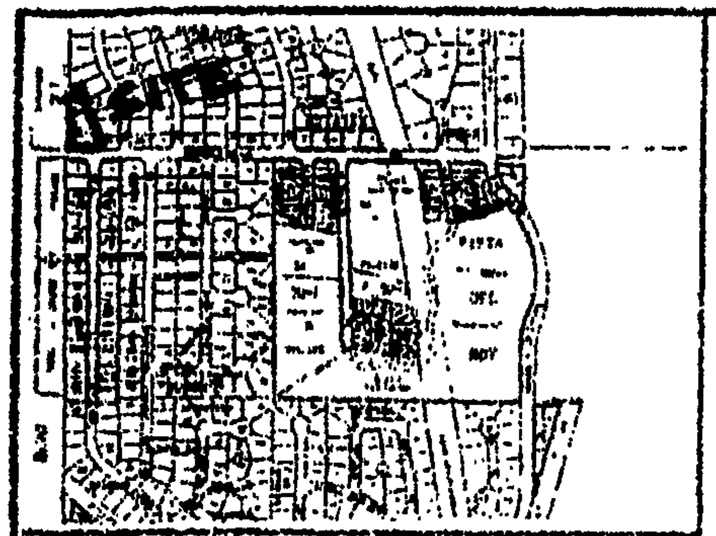
Mary Herrera Bern. Co. DEC R 37.00
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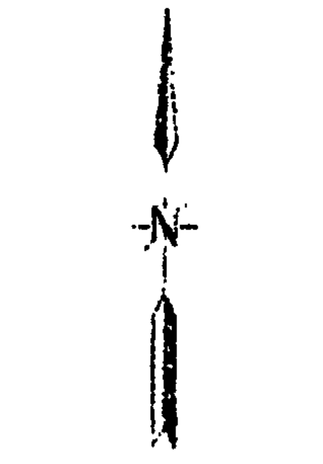
LOT 40- B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST,
N.M.P.M.
CITY OF ALBUQUERQUE
BERNALLIO COUNTY, NEW MEXICO

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PLAT OF
LOTS 40-A and 40-B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH , 2005

VICINITY MAP No. H-23

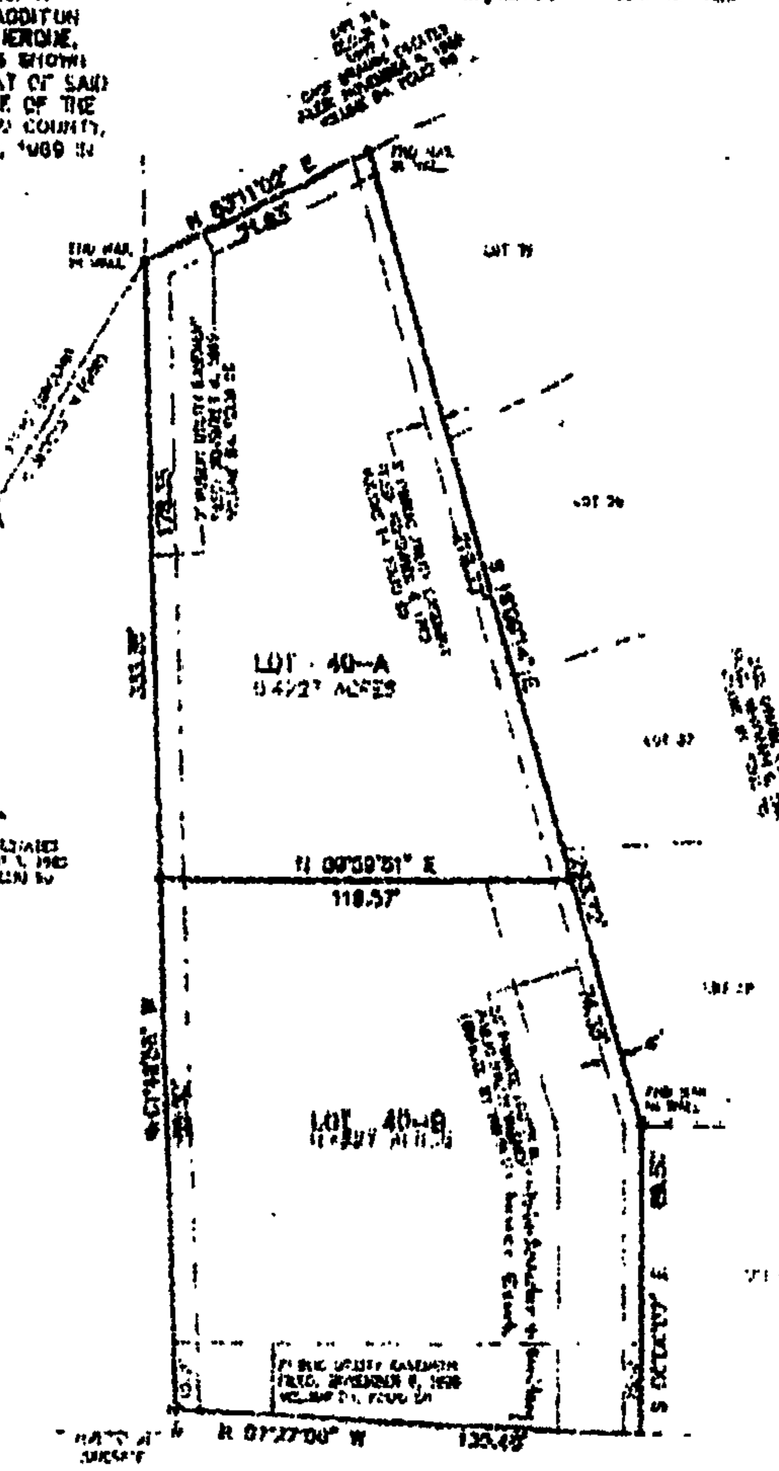




SCALE 1" = 40'

LEGAL DESCRIPTION

LOT NUMBERED FORTY (40) IN BLOCK NUMBERED SIX (6) OF UNIT No. 1, CASA GRANDE ESTATES, AN ADDITION FILED IN THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON NOVEMBER 6, 1969 IN PLAT BOOK D4, FOLIO 80.



CANDELARIA ROAD N.E.
R/W VARIES

GENERAL NOTES

1. ACCESS NOTED, No. 1 FROM W.L.G.N. STAMPED P.K.# 11403 WERE SET AT ALL PROPERTY CORNERS
2. THIS PLAT SHOWS ALL EASEMENTS OF RECORD
3. TOTAL AREA OF PROPERTY: 0.8853 ACRES
4. FACES LOCATED ___ 2005 U.S.G.
5. BASIS OF BEARINGS IS THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD 83)
6. STANDARD CITY OF ALBUQUERQUE MONUMENT ARE ___
7. ___ AND ___ ARE ___
8. DATE OF FIELD WORK ___
9. ___

IN THE PRESENCE OF THESE PRESENTS, DATA ARE MATHEMATICALLY CLOSED AND CORRECTLY REPRESENTED FOR THE PURPOSE OF DEDICATION AND RECORDATION ONLY AND NOT FOR CONSTRUCTION PURPOSES.

FREE CONSENT

THE PERSONS HEREON DESCRIBED IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETOR THEREOF. SAID OWNER / PROPRIETOR DO HEREBY GRANT ANY AND ALL EASEMENTS AS MAY BE SHOWN ON THIS PLAT. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE TO THE LAND SUBDIVIDED.

ON BEHALF OF ___ DATE

ACKNOWLEDGMENT
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME A NOTARY PUBLIC THIS ___ DAY OF ___, 2005

BY: ___

MY COMMISSION EXPIRES ___ NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

I, ANTHONY L. HARRIS, A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR SAID PLAT AND MEETS THE REQUIREMENTS FOR MONUMENTATION AND SURVEY OF THE ALBUQUERQUE SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

WITNESS MY HAND AND SEAL AT ALBUQUERQUE, NEW MEXICO THIS 18th DAY OF March, 2005

NEW MEXICO 11403 REGISTERED

PLAT APPROVAL

UTILITY APPROVALS	
PUBLIC SERVICE COMPANY OF NEW MEXICO	5-27-05 DATE
NEW MEXICO GAS COMPANY	5-27-05 DATE
QWEST (TELECOMMUNICATIONS)	5-25-05 DATE
COMCAST	5-25-05 DATE
N/A	DATE
CITY APPROVALS	
CITY SURVEYOR	5-27-05 DATE
TRAFFIC ENGINEERING, TRANSPORTATION DIVISION	5/25/05 DATE
ENVIRONMENTAL HEALTH DEPARTMENT (CONDITIONAL)	5/25/05 DATE
PARKS AND RECREATION DEPARTMENT	5-19-05 DATE
AMAFCA	5/25/05 DATE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY	5/25/05 DATE
CITY ENGINEER	5/25/05 DATE

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Mary Herrera Bern. Co. DEC R 37.00

05/22/06 MON 09:07 FAX 5059243864 ☑001

****
*** TX REPORT ***
****

G-23/D1
Ultimate Car Wash

TRANSMISSION OK

TX/RX NO	0280	
CONNECTION TEL		92552887
SUBADDRESS		
CONNECTION ID		
ST. TIME	05/22 09:07	
USAGE T	00'24	
PGS.	1	
RESULT	OK	

Attn: Tom Fax: 255-2887

_____, 2006

I, _____, hereby certify that I am the owner of Lot 40-B, Block 6, Unit 1, Casa Grande Estates (to be referred to as "Lot 40-B"), located near the intersection of Tramway Boulevard and Candelaria Road NE, within the City of Albuquerque, New Mexico. As the owner of Lot 40-B, I am aware of and grant permanent permission to Lot 40-A, Block 6, Unit 1, Casa Grande Estates to drain on, over, across, and through Lot 40-B.

Signature _____

CITY OF ALBUQUERQUE

Planning Department
Transportation Development Services Section

May 16, 2006

Jim Medley
Jim Medley Architect
3100 Christine NE
Albuquerque, NM 87111

Re: Traffic Circulation Layout (TCL) Submittal for Building Permit Approval for Offices and Warehouse for The Ultimate Carwash [G-23/D-01] (12711 Candelaria Rd.), Albuquerque, NM
Engineer's/Architect's Stamp Dated 05-09-2006

Dear Mr. Medley,

The TCL submittal dated May 10, 2006 is approved for building permit. The plan is stamped and signed as approved. Two copies of the plan that is stamped as approved will be required: one for each of the building permit plans and the original to be kept by you to be used for certification of the site for final C.O. for Transportation. ***Public infrastructure or work done within City Right-of-Way shown on these plans is for information only and is not part of approval. A separate DRC and/or other appropriate permits are required to construct these items.***

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

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

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

Sincerely,

Wilfred A. Gallegos, PE
Development and Building Services

cc: Hydrology file
File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

G-23/DIR

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(Rev. 12/2005)

PROJECT TITLE: CARWASH ZONE MAP/DRG. FILE #: G 23-Z
DRB#: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: 1271 CANDELARIA RD NE

ENGINEERING FIRM: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

OWNER: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

ARCHITECT: JIM MEDLEY, ARCHITECT CONTACT: JIM MEDLEY
ADDRESS: 3100 CHRISTINE NE PHONE: 292-3514
CITY, STATE: ALBUQ. NM 87111 ZIP CODE: 87111

SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CITY, STATE: _____ ZIP CODE: _____

TYPE OF SUBMITTAL:
_____ DRAINAGE REPORT
_____ DRAINAGE PLAN 1st SUBMITTAL
_____ DRAINAGE PLAN RESUBMITTAL
_____ CONCEPTUAL G & D PLAN
_____ GRADING PLAN
_____ EROSION CONTROL PLAN
_____ ENGINEER'S CERT (HYDROLOGY)
_____ CLOMR/LOMR
✓ TRAFFIC CIRCULATION LAYOUT
_____ ENGINEER'S/ARCHITECT'S CERT (TCL)
_____ ENGINEER'S CERT (DRB SITE PLAN)
_____ OTHER

RESUB

CHECK TYPE OF APPROVAL SOUGHT:
_____ SIA/FINANCIAL GUARANTEE RELEASE
_____ PRELIMINARY PLAT APPROVAL
_____ S. DEV. PLAN FOR SUB'D APPROVAL
_____ S. DEV. 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 (SPECIFY)

RECEIVED
MAY 10 2006
LAND DEVELOPMENT SECTION

WAS A PRE-DESIGN CONFERENCE ATTENDED:
_____ YES
✓ NO
_____ COPY PROVIDED

SUBMITTED BY: _____ DATE: 5/10/06

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope to the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.

2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.

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

CITY OF ALBUQUERQUE

March 15, 2006

James Medley, R.A.
Jim Medley Architects
3101 Christine St. NE
Albuquerque, NM 87111

Re: Lot 40-A Unit 1 Casa Grande Estates, XXXX Tramway Blvd. NE, Traffic Circulation Layout Architect's Stamp dated 01-12-06 (G23-D1)

Dear Mr. Medley,

Based upon the information provided in your submittal received 02-23-06, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Provide a site map.
2. Please, refer to all appropriate City Standards; the drawing number should be included in this reference.
3. Include two scaled TCL marked plans with next submittal.
4. Include parking calculations. APPROVED ON PLANS
5. Where is the access to the site? Provide more information on where this is located and how traffic gets from the main road to the site.
6. Provide the width for the west drive aisle.
7. Is there a canopy over the wash bays or is this part of a structure?

If you have any questions, you can contact me at 924-3991.

Sincerely,

Wilfred A. Gallegos, P.E.
Traffic Engineer, Planning Dept.
Development and Building Services
C: file
WAG:tes

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

RECEIVED
MAY 10 2006
LAND DEVELOPMENT SECTION

CITY OF ALBUQUERQUE

May 30, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: The Ultimate Car Wash, Tramway Boulevard / Candelaria Road NE, Grading and Drainage Plan
Engineer's Stamp dated 5-03-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 5-25-06, the above referenced plan is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

G-23/D1

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: THE ULTIMATE CAR WASH — ZONE MAP/DRG. FILE #: G-23
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A, BLOCK 6, UNIT 1, CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC. — CONTACT: TOM JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE — PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

OWNER: HOTSY EQUIPMENT CORP — CONTACT: DANNY BRANDENBERG
ADDRESS: 2211 CANDELARIA NE — PHONE: 883-4000
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87107

ARCHITECT: JIM MEDLEY — CONTACT: JIM MEDLEY
ADDRESS: 3101 CHRISTINE ST NE — PHONE: 292-3514
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87111

SURVEYOR: WAYJOHN SURVEYING INC. — CONTACT: TOM JOHNSTON
ADDRESS 330 LOUISIANA BLVD NE — PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

CONTRACTOR: TBD — CONTACT: _____
ADDRESS: _____ — PHONE: _____
CITY, STATE: _____ — ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

- ____ DRAINAGE REPORT
- ____ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
- X 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

CHECK TYPE OF APPROVAL SOUGHT:

- ____ SIA / FINANCIAL GUARANTEE RELEASE
- ____ PRELIMINARY PLAT APPROVAL
- ____ S. DEV. PLAN FOR SUB'D. APPROVAL
- X S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ____ SECTOR PLAN APPROVAL
- ____ FINAL PLAT APPROVAL
- ____ FOUNDATION PERMIT APPROVAL
- X BUILDING PERMIT APPROVAL
- ____ CERTIFICATE OF OCCUPANCY (PERM.)
- ____ CERTIFICATE OF OCCUPANCY (TEMP.)
- ____ GRADING PERMIT APPROVAL
- ____ PAVING PERMIT APPROVAL
- ____ WORK ORDER APPROVAL
- ____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ____ YES
- ____ NO
- ____ COPY PROVIDED

RECEIVED
MAY 10 2006
HYDROLOGY SECTION

DATE SUBMITTED: 5-10-06 — BY: _____

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature , location and scope ot the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on the following:

1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5) acres.
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or more.

CITY OF ALBUQUERQUE

May 12, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: The Ultimate Car Wash, Tramway Boulevard / Candelaria Road NE,
Grading and Drainage Plan
Engineer's Stamp dated 5-03-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 5-10-06, the above referenced plan cannot be approved for Building Permit until the following comment is addressed:

- The declaration of easements, covenants, and restrictions provided with this submittal does not address drainage. Drainage concerns are also not addressed within the plat. Based on this information, it has been determined that no cross lot drainage easement exists between these lots. In lieu of creating a new easement, the owner of Lot 40-B may sign approval for the grading and drainage plan for Lot 40-A. This will require a signature block, as well as text defining the signer as the owner of Lot 40-B, and indicating their approval. per BLB

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

In lieu of creating new esmt, the owner of Lot 40-B needs to sign the G&D plan for 40-A (add signature block)

WHEN RECORDED RETURN TO:

NEW MEXICO KWIK LUBE, LLC
c/o Matt Musgrave
2855 Cottonwood Circle
Santa Clara, Utah 84765

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration") is made and executed as of the 21ST day of September 2005, by NEW MEXICO KWIK LUBE, LLC, a New Mexico limited partnership ("Declarant").

STATEMENT OF PURPOSE

A. Declarant is the owner of fee simple title to two adjoining Lots of land in Albuquerque, Bernalillo County, New Mexico. "Lot 40-A and "Lot 40-B" which abuts and lies directly to the south of Lot 40-A, both of which are more particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. The term "Lot" as used herein shall mean either one of the above described lots, and any parcel created hereafter by subdivision of such lots; the term "Lots" as used herein shall mean two or more of the above described lots or of any other lots created hereafter by subdivision; and the term "Premises" as used herein shall mean all of the Lots

C. The term "Owner(s)" shall individually refer to any person or group of persons, corporation, partnership, limited liability company or other entity that may, from time to time, own fee simple title to any portion of the Premises.

D. Declarant believes that proposed further development of the Premises makes it desirable for itself and its successors and assigns to declare, grant, establish, and create certain easements on, under and above the Premises.

TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, Declarant hereby declares and establishes the following:

5. Purpose; No Public Dedication. Declarant is the sole owner of the Premises, and therefore currently controls the use thereof. The intent of this Declaration is to set forth certain reciprocal easements and rights for the benefit of the Premises, and each portion thereof. Notwithstanding the foregoing, however, and notwithstanding anything to the contrary set forth herein, in no event shall any of the rights and easements hereby created benefit or be an appurtenance to any portion of the Premises that is now or hereafter owned by or dedicated to any government or governmental authority, for public road right-of-way purposes; nor shall any of the rights and easements hereby created benefit or be an appurtenance to any property adjoining the Premises; nor shall any of the rights and easements hereby created benefit or be exercisable by the general public.

6. Common Areas.

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Mary Herrera Bern. Co. DEC R 37.00

"Common Areas" shall be all of the Lots except the Building Areas, and shall include a dumpster and enclosure to be built in the proximity of the boundary line between the Lots and in a location that shall mutually benefit the Lots. The dumpster and enclosure shall be constructed in a manner that does not interfere with the use, ingress or egress of the Lots, and which provides convenient access for trash removal vehicles. Cost of construction of said enclosure, installation of a dumpster and any and all costs, including periodic fees for collection of trash shall be shared equally by each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

7. Buildings.

3.1 Design and Construction. The structures to be constructed on the shall be designed so that the exterior elevations are architecturally and aesthetically compatible or complementary with respect to the colors and materials of each structure. Nothing in the preceding sentence shall prevent any Owner from employing any design element, including color scheme or logo, that is part of its trademarked appearance or has otherwise become associated with such Owner's business operations from other established locations of the type constructed on the Premises. The building wall footings shall not encroach from one Lot onto another Lot.

Prohibitions on Use. No night club, adult video, magazine or similar adult oriented store, or other place of recreation or amusement or any business serving alcoholic beverages for on-premises consumption (except as an incidental part of its restaurant business) shall occupy space within either of the Lots without the prior written consent of the Declarant.

1. Specific Access Easement. Declarant hereby declares, establishes, and grants, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of the Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a perpetual, non-exclusive right and easement (the "24' Private Access and Public Utility Easement") over that portion of Lot 40-BLot 1-A (the "24' Private Access and Public Utility Easement") shown Exhibit C, for the purposes of providing pedestrian and vehicular traffic (including without limitation construction and delivery vehicles and equipment) ingress, egress and regress to, from and between the Premises and Candelaria Road. Costs of improving, including paving, and maintenance shall be shared equally each and every person, firm, entity, or corporation hereafter owning any portion of the Premises.

1.1 The location of the Access Easement Area may be changed with the consent of the Owners of fee simple title to all portions of the Premises. Such change shall be effected by an amendment to this Declaration signed by all Owners of fee simple title to the Premises, and recorded in the deed records of Bernalillo County, showing the new location of the Access Easement Area; no tenants or mortgagees of the Premises shall be required to join in any such amendment.

1.2 It is hereby agreed that the Private Access and Public Utility Easement is granted solely to the Owners of the Premises, their successors and assigns, and for the benefit of their officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and for the benefit of other persons lawfully upon the Premises, and that the grant of such easement, right and privilege as well as the benefits therefrom, is

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not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be construed as creating any rights in or for the benefit of any property adjoining the Premises.

1.3 The Private Access and Public Utility Easement shall be kept open at all times for free use as intended in this Declaration.

1.4 Declarant, any Owner(s), and their successors and assigns owning the Private Access and Public Utility Easement may develop, operate, use, and maintain the Private Access and Public Utility Easement in any manner which does not prevent or substantially interfere with the exercise by any other Owners of the Premises of the Private Access and Public Utility Easement.

1.5 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that will in any way interfere with the exercise of the Private Access and Public Utility Easement. The Private Access and Public Utility Easement shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments to be located on Lot 40-A and Lot 40-B.

1.6 Notwithstanding the foregoing, the Owners of the Premises shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Premises to avoid the possibility of dedicating the Private Access and Public Utility Easement Area for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Premises are not open for business.

2. General Easement for Ingress, Egress, and Parking. Declarant, for itself and its successors and assigns, does hereby declare, establish, and grant, to each and every person, firm, entity, or corporation hereafter owning any portion of the Premises, for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees, and all other persons lawfully upon any portion of Premises, as an appurtenance to and for the benefit of the Premises and each and every portion thereof, a mutual, reciprocal and nonexclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress and egress, passage, and parking on and over such parking areas, curb cuts, entrances, exits, drive aisles, sidewalks, and other areas provided, or to be provided, for such purposes and uses by the respective owners thereof, from time to time, on the Premises, as such areas and facilities may change from time to time. Nothing in this Paragraph 6 shall obligate Declarant or its successors, assigns, or grantees, to construct any such areas or facilities, or limit the Declarant, its successors, assigns, and grantees, from altering, removing, relocating, or otherwise changing any such areas or facilities from time to time (the "General Easement").

2.1 It is agreed that the General Easement is granted solely to the owners from time to time of the Premises, or any parts thereof, and that the grant of said easement, rights and privileges as well as the benefits from said grant, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public, nor shall it be

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construed as creating any rights in or for the benefit of any property adjoining the Premises.

2.2 Declarant, for itself and its successors and assigns, hereby agrees that it shall not erect or permit the erection of any curbing, fencing, or other barriers or obstructions on the Premises that would prevent or substantially interfere with the ingress, egress, and regress of pedestrian and automotive traffic over, between, and among the Lots. However, the locations of drives, entrances, and exits on the Premises, with the exception of the Private Access and Public Utility Easement provided above, shall be in the discretion of the owner of each such Lot. Such drives, entrances, and exits shall be kept open at all times for the free use thereof as intended herein; provided, however, that all reasonable efforts shall be made to provide an integrated design of the developments located on the Premises. This paragraph shall not be construed, however, as prohibiting installation of landscaping and the making of similar improvements, as long as such ingress, egress and regress is not prevented or substantially interfered with.

2.3 Notwithstanding the foregoing, the Owners of the Lots shall have the right, one day in each calendar year, but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to the Lots, or either of them, to avoid the possibility of dedicating same for public use, it being mutually agreed, nevertheless, that if possible, such barriers or chains shall be erected for such purpose at a time, or upon a day, when the businesses operating on the Lots are not open for business.

2.4 The Owners of the Lots, their respective successors in interest, assigns, and grantees, shall maintain at all times improved parking areas on each such Lot in such manner as to provide a parking ratio of not less than the greater of the following: (i) five (5) parking spaces for each one thousand (1,000) square feet of building area located in such Lot; or (ii) a parking ratio as may be required by any governmental authority having jurisdiction over such Lot; provided, however, in no event shall parking spaces on any one of such Lots be included in determining compliance with parking spaces required to be included in any of the other of such Lots, it being the intent of this Declaration that a sufficient number of parking spaces be maintained at all times on each of such Lots to comply with the above described requirements as applied to such Lot. Notwithstanding the foregoing, the Owner of either of such Lots shall be relieved of the requirements set forth in this paragraph to the extent parking spaces are taken pursuant to the exercise of the power of eminent domain, or conveyance in lieu thereof.

3. Utilities Easements. Declarant, for itself, its successors and assigns, hereby declares, establishes, and grants, to the benefit of the Owner(s), from time to time, of the Premises, and each and every portion thereof, perpetual, nonexclusive rights and easements to install, connect, tap-in, use, operate, maintain, relocate, repair and replace, at locations reasonably acceptable to the affected party or parties, and at times reasonably acceptable to such parties so as not to adversely affect the current or contemplated commercial operations of such affected parties, any reasonably required utility facilities including, but not limited to, water, gas, electricity, telephone, storm and sanitary sewers, water retention and drainage facilities, to provide proper service for the improvements built or to be built on the Premises, and each and every portion thereof. All such utility facilities shall be installed underground, with the exception of meters, catch basins, manholes, light poles, and similar facilities that cannot be installed underground. Provided, however, the utility easements granted hereunder shall not interfere with any existing

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contemplated structural improvements on the affected Lots or the operation of the facilities thereon, with the exception of any temporary construction required for such utility facilities and the temporary closing of any reasonable amount of parking area therefor. The party initially installing such utility facilities shall be responsible for the cost and expense of the initial construction, including repair and restoration of any damage to the property of the affected party or parties following the completion of such initial construction, and including third party liability claims resulting from or arising out of the exercise of the rights granted under this paragraph. During any such construction, all construction areas shall be fenced in order to prevent access to such areas by invitees, customers, and other parties present on the Premises other than parties performing such construction work. After such initial construction, such utility facilities shall be maintained in accordance with Paragraph 11 below, except that if any utility facilities located on a Lot exclusively serve another Lot, then the owner of the benefited Lot shall have sole responsibility for maintenance of such utility facilities at its own expense, and shall have an easement to enter upon the burdened Lot to perform such maintenance, subject to the same provisions as apply with respect to the initial installation thereof.

4. Compliance with Laws. Any easement provided hereunder shall be subject to compliance with all laws, ordinances and regulations as may be applicable for continuous operation of the businesses located on the Premises. Each owner of any portion of the Premises shall comply with all laws, ordinances, regulations and other governmental requirements with respect to such Owner's Lot, and each Owner (an "Indemnifying Owner") shall handle for and on behalf of the other Owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all loss, cost, damage, claim or liability suffered by the Indemnified Owner arising out of the noncompliance by the Indemnifying Owner with such laws, ordinances, regulations, or other governmental requirements with respect such Indemnifying Owner's Lot.

5. Easement for Entry. The Owners, for themselves and their successors and assigns, hereby grant to each other and to the owners of the Premises from time to time, an easement, subject to the terms of Paragraph 11 below, to come upon any Lot to perform any work which must be performed on such Lot to maintain the easement of ingress, egress and parking as set forth herein, and to perform any work to cure the failure of a "Defaulting Owner" (as defined in Paragraph 13 below) to comply with the performance of any obligation set forth herein, subject to the requirement of notice and other requirements set forth in Paragraph 13.

6. Priority of Easements. All easements as specified herein are to be superior to all leases, sales, conveyances, transfers, assignments, contracts, mortgages and other encumbrances and documents in any way affecting the Premises, and each and every portion thereof, and any party foreclosing any such mortgage, deed of trust, lien or encumbrance, and all persons or entities acquiring title or interest in any portion of the Premises shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easement.

7. Maintenance of Facilities. The owners of the Premises shall be responsible for the cost and expense relating to those improvements and facilities located within their respective Lots at their sole cost and expense, unless otherwise provided hereunder. In the event any of the improvements or facilities on the Premises are damaged or destroyed by fire or any other casualty, the Owner of the Lot on which the affected improvements or facilities are located shall, at its sole cost and expense, and at its election, either repair or restore, or cause to be repaired or

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restored, such improvements and facilities to their prior condition with all due diligence; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance. In the event any of the improvements or facilities on the Premises is taken by condemnation or conveyance in lieu thereof, the owner of the Lot on which such affected improvements or facilities is located shall, with all due diligence and at its sole cost and expense, either restore the remaining improvements and facilities to a functional condition, compatible and integrated with and complementary to the remaining improvements and facilities; or shall demolish all damaged improvements, remove all debris, and restore the affected Lot (or portion thereof) to clean, level grade, and shall maintain appropriate ground cover plantings so as to maintain a neat and attractive appearance.

7.1 After completion of construction of any building improvements on any Lot, the owner of such Lot shall maintain and keep, or cause to be maintained and kept, the exterior portions of such improvements, including service areas and loading docks, any outside sales or storage areas, canopies, paving areas, lighting, landscaped areas, and signage in a first-class, safe, and sightly condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. The standard of maintenance shall be that comparable to other first class retail facilities in the Bernalillo County area.

8. Indemnification. Each owner of a Lot (an "Indemnifying Owner") shall handle for and in behalf of the other owners (the "Indemnified Owners") and shall defend, in the event of litigation, indemnify, and save the Indemnified Owners and their respective successors in interest, heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance by the Indemnifying Owner of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on the Indemnifying Owner's Lot, except to the extent that such damage or injury shall have been due to the negligence or intentional act of an Indemnified Owner, or its respective successors, devisees, assignees, agents, tenants, licensees or invitees.

9. Enforcement. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief, in addition to any other remedy provided herein or by law or equity. In any litigation arising hereunder, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other costs and expenses thereof.

9.1 If the owner of any Lot fails to comply with any provision herein (a "Defaulting Owner"), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Declaration, then any other Owner (an "Affected Party") at its option and with thirty (30) days prior written notice to the Defaulting Owner, in addition to any other remedies such Affected Party may have in law or equity, may proceed to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period (i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within

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that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes interference with the construction, operation or use of the Affected Party's Lot which requires immediate attention; and in such event, the Affected Party shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

9.2 Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the Affected Party for any sum reasonably expended by the Affected Party due to the default or in correcting the same, together with interest thereon and, if such reimbursement is not paid within said ten (10) days and collection is required, the Affected Party's reasonable costs of collection, including, without limitation, reasonable attorneys' fees.

9.3 Any claim of an Affected Party for reimbursement, together with interest accrued thereon and collection costs, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all improvements located thereon. Such lien shall attach and be effective from the date of recording of the Lien Notice hereinafter described. Upon such recording, such lien shall be superior and prior to all other liens encumbering the Lot involved, except that such lien shall not be prior and superior to any mortgages or deeds of trust of record prior to the recording of such Lien Notice or any renewal, extension of modification (including increases) of previously recorded mortgages or deeds of trust; and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any such mortgage or deed of trust shall take title subject only to liens accruing pursuant to this Paragraph 13 after the date of such foreclosure sale or conveyance in lieu of foreclosure. To evidence a lien accruing pursuant to this Paragraph, the Affected Party curing the default of a Defaulting Owner or the Affected Party performing such maintenance, as the case may be, shall prepare a written notice (a "Lien Notice") setting forth (i) the amount owing and a brief statement of the nature thereof; (ii) the Lot to which the payment(s) relate; (iii) the name of the owner or reputed owner owning the Lot involved; and (iv) reference to this Declaration as the source and authority for such lien. The Lien Notice shall be signed and acknowledged by the Affected Party desiring to file the same and shall be recorded in the public real estate records in Bernalillo County, New Mexico. A copy of such Lien Notice shall be mailed to the Defaulting Owner within thirty (30) days after such recording. Any such lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in like manner as a mortgage or deed of trust on real property is judicially foreclosed under the laws of New Mexico. In any foreclosure, the Lot being foreclosed shall be required to pay the reasonable costs, expenses and attorneys' fees in connection with the preparation and filing of the Lien Notice, as provided herein, and all reasonable costs, expenses and attorneys' fees in connection with the foreclosure.

9.4 In the event any Affected Party shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder or to collect any amounts owing hereunder or in the event an arbitration proceeding is commenced hereunder by agreement of the parties to any dispute, then and in such event

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the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for such reasonable costs and expenses incurred in connection with any such action or proceeding and any appeals therefrom, including attorneys' fees and court costs, to the extent permitted by the terms of any final order, decree, or judgment.

9.5 Any remedies provided for in this Paragraph 13 are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Declaration and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

10. Binding Effect; Running with the Land. All the covenants, terms, agreements, conditions, and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, grantees and assignees, upon the terms, provisions and conditions herein set forth. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

11. Identity of Declarant; Assignment of Declarant Rights. NEW MEXICO KWIK LUBE, LLC is the initial Declarant hereunder. NEW MEXICO KWIK LUBE, LLC shall remain the Declarant hereunder, and be vested with all of the rights of Declarant hereunder, for as long as NEW MEXICO KWIK LUBE, LLC owns any portion of the Premises. If at any time after the date hereof NEW MEXICO KWIK LUBE, LLC no longer owns any portion of the Premises, then any entity owned or controlled by the principals of NEW MEXICO KWIK LUBE, LLC, principals meaning the partners, and their heirs, personal representatives, successors, and assigns as shareholders) owning any portion of the Premises shall be the Declarant hereunder.

11.1 The rights of Declarant hereunder may be assigned by any Declarant hereunder to any party owning the Premises, or any portion thereof, by written assignment executed by the then current Declarant under the terms hereof, recorded in the deed records for Bernalillo County, New Mexico.

12. Release from Liability. Any person acquiring fee title to any Lot subject hereto shall be bound by this Declaration only as to the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee owner of such Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the casements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Lots running with the land.

13. Modification. This Declaration may be modified by written instrument executed by the owners of fee title to the Premises, or such portion or portions thereof as are affected by such modification, who are vested with such fee title at the time such modification is executed. The consent of tenants of the Premises, or any portion thereof, shall not be required for such modification to be effective.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed pursuant to proper authority duly given as of the day and year first above written.

DECLARANT:

NEW MEXICO KWIK LUBE, LLC,
a New Mexico limited liability company

By: _____
Name: Matthew C. Musgrave
Its: Manager

STATE OF ~~New Mexico~~ Utah)
) ss.
County of ~~Bernalillo~~ Washington)

The foregoing instrument was acknowledged before me this 24 day of ~~September~~ April 2006, by Matthew C. Musgrave, who acknowledged himself to be the Managing Member of New Mexico Kwik Lube, a New Mexico LLC, and that he executed the foregoing instrument on behalf of New Mexico Kwik Lube, LLC.

_____
Notary Public

My Commission Expires: 9-8-2009

DEANN BETENSON
NOTARY PUBLIC-STATE of UTAH
94 E. TABERNACLE ST.
ST. GEORGE, UTAH 84770
My Comm. Exp. Sept. 8, 2009

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EXHIBIT A

LEGAL DESCRIPTION FOR LOT 40-A

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LOT 40- B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST,
N.M.P.M.
CITY OF ALBUQUERQUE
BERNALLIO COUNTY, NEW MEXICO

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EXHIBIT B

LEGAL DESCRIPTION FOR LOT 40-B

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EXHIBIT C

PLAT OF LOTS 40-ANS 40-B, BLOCK 6 UNIT 1

CASA GRANDE ESTATES

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DRB 1002758

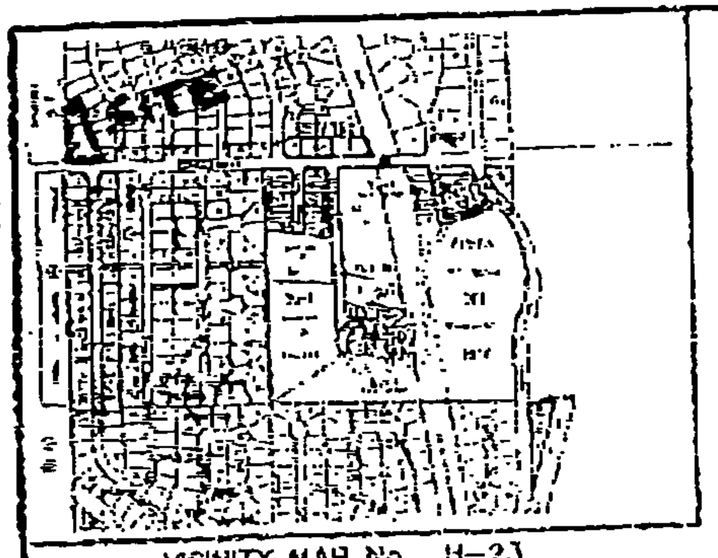
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PLAT OF
LOTS 40-A and 40-B, BLOCK 6
UNIT 1
CASA GRANDE ESTATES
WITHIN
SECTION 2, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MARCH , 2005

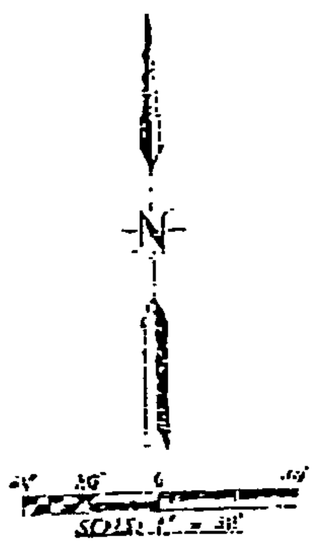
PROJECT NUMBER: 1002758
APPLICATION NUMBER: 05 DRB 00616

PUBLIC AGENCY APPROVALS

Parks & Recreation Department	5-27-05 DATE
Real Property Division	5-27-05 DATE
City Engineer	5-25-05 DATE
Traffic Engineering, Transportation Division	5-25-05 DATE
N/A	DATE
City Surveyor	3-24-05 DATE
Water Utility Authority	5/24/05 DATE
Albuquerque Bernalillo County Water Utility Authority	5/25/05 DATE
Solid Waste Management Department	5/25/05 DATE
Real Property Division	3-19-05 DATE
Qwest Corporation d/b/a CenturyLink QC	5/25/05 DATE
New Mexico Gas Company	5/25/05 DATE
Comcast	5/25/05 DATE
PNM Electric Services	5/25/05 DATE



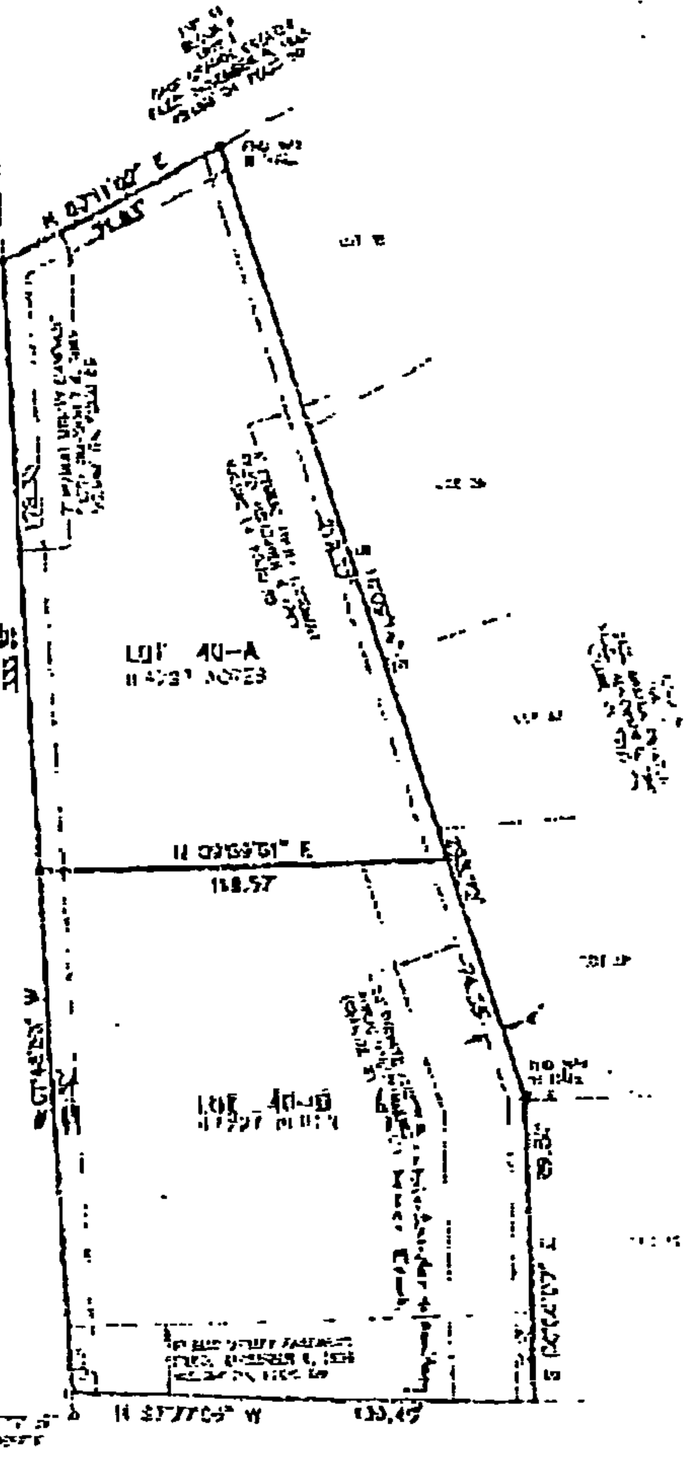
VICINITY MAP No. H-23



SCALE: 1" = 30'

LEGAL DESCRIPTION

LOT NUMBERED FORTY (40) IN BLOCK NUMBERED SIX (6) OF UNIT No. 1, CASA GRANDE ESTATES, AN ADDITION FILED IN THE CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON NOVEMBER 4, 1959 IN PLAT BOOK D1, FOLIO 62.



SUBDIVISION DATA

1. GROSS ACRES: 0.5 ± ACRES
2. THIS PLAT SHOWS NO EASEMENTS OF RECORD
3. TOTAL NUMBER OF LOTS CREATED: 2
4. LOTS USE: RESIDENTIAL
5. BASIS OF BEARINGS IS THE LINE BETWEEN TWO FOUND MONUMENTS AS SHOWN HEREON
6. DISTANCES ARE GROUND DISTANCES
7. ALL PROPERTY CORNERS SET ARE 5/8" REBAR WITH CAP STAMPED "LS 14271"
8. TOTAL MILES OF NEW STREET: 0.0
9. TOTAL LENGTH OF NEW WATER LINE: 0.0

NOTICE: ACCORDING TO LAW, YOU ARE NOTIFIED THAT ANY PERSON WHO KNOWINGLY RECORDS FALSE, FICTITIOUS OR FRAUDULENT INFORMATION CONCERNING THE OWNERSHIP OR CHARACTER OF REAL PROPERTY IS GUILTY OF A FELONY AND UPON CONVICTION, MAY BE PUNISHED BY IMPRISONMENT AND/OR FINE.

FREE CONSENT

THE SUBDIVISION HEREIN DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) THEREOF. SAID OWNER / PROPRIETOR(S) HEREBY GRANT ANY AND ALL EASEMENTS AS MAY BE SHOWN ON THIS PLAT. WHERE UTILITIES AS DEFINED IN SECTION 62-1-1 NMSA 1978 ARE TO BE INSTALLED BY NON-TRADITIONAL METHODS, THE OWNER / PROPRIETOR(S) HEREBY GRANT THE NECESSARY EASEMENTS AS MAY BE REQUIRED FOR SUCH INSTALLATION.

OWNER(S)

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2005 BY _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

I, ANTHONY J. MARES, A DULY REGISTERED NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT I AM RESPONSIBLE FOR THIS PLAT AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT SHOWS ALL EASEMENTS AS

CITY OF ALBUQUERQUE

April 10, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: Lube Center, Tramway Boulevard / Candelaria Road NE, Grading and Drainage Plan
Engineer's Stamp dated 2-21-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 2-23-06, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Show where the offsite flow enters the site.
2. Remove the reference to San Mateo Boulevard from your drainage notes.
3. The calculations provided appear to be the calculations for the lot to the north. This site has a larger area than 18,413 square feet.
4. Detail how you will tie in to the adjacent lot; current elevations shown indicate a ponding situation at the property line.
5. The proposed 2:1 cobble lined slope is difficult to construct; please consider other alternatives.
6. Check the west property line; is a retaining wall required here? Provide a detail showing how flow is prevented from entering tract A-1 to the west. Please note that there needs to be at least a 6" difference between the asphalt and top of wall elevations along the western property line.
7. Show the retaining wall on the adjacent site (west property line).

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(REV. 1/28/2003rd)

PROJECT TITLE: LUBE CENTER — ZONE MAP/DRG. FILE #: G-23/D1
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-B BLOCK 6 UNIT 1 CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC — CONTACT: TOM JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE — PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

OWNER: NM QUIK LUBE LLC — CONTACT: _____
ADDRESS: PO BOX 418 — PHONE: _____
CITY, STATE: SANTA CLARA, UT — ZIP CODE: 84765

ARCHITECT: VAN ZEBEN ARCHITECTURE — CONTACT: _____
ADDRESS: _____ — PHONE: _____
CITY, STATE: _____, CALIFORNIA — ZIP CODE: _____

SURVEYOR: WATSON SURVEYING INC. — CONTACT: TOM JOHNSTON
ADDRESS 330 LOUISIANA BLVD NE — PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM 87108 — ZIP CODE: 87108

CONTRACTOR: TBD — CONTACT: _____
ADDRESS: _____ — PHONE: _____
CITY, STATE: _____ — ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

AWAITING FROM ARCH.

___ DRAINAGE REPORT
X 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

CHECK TYPE OF APPROVAL SOUGHT:

___ 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
X BUILDING PERMIT APPROVAL
___ CERTIFICATE OF OCCUPANCY (PERM.)
___ CERTIFICATE OF OCCUPANCY (TEMP.)
___ GRADING PERMIT APPROVAL
___ PAVING PERMIT APPROVAL
___ WORK ORDER APPROVAL
___ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:
___ YES
___ NO
___ COPY PROVIDED

RECEIVED
FEB 23 2006
HYDROLOGY SECTION

DATE SUBMITTED: 2/23/06 — BY: _____

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CITY OF ALBUQUERQUE

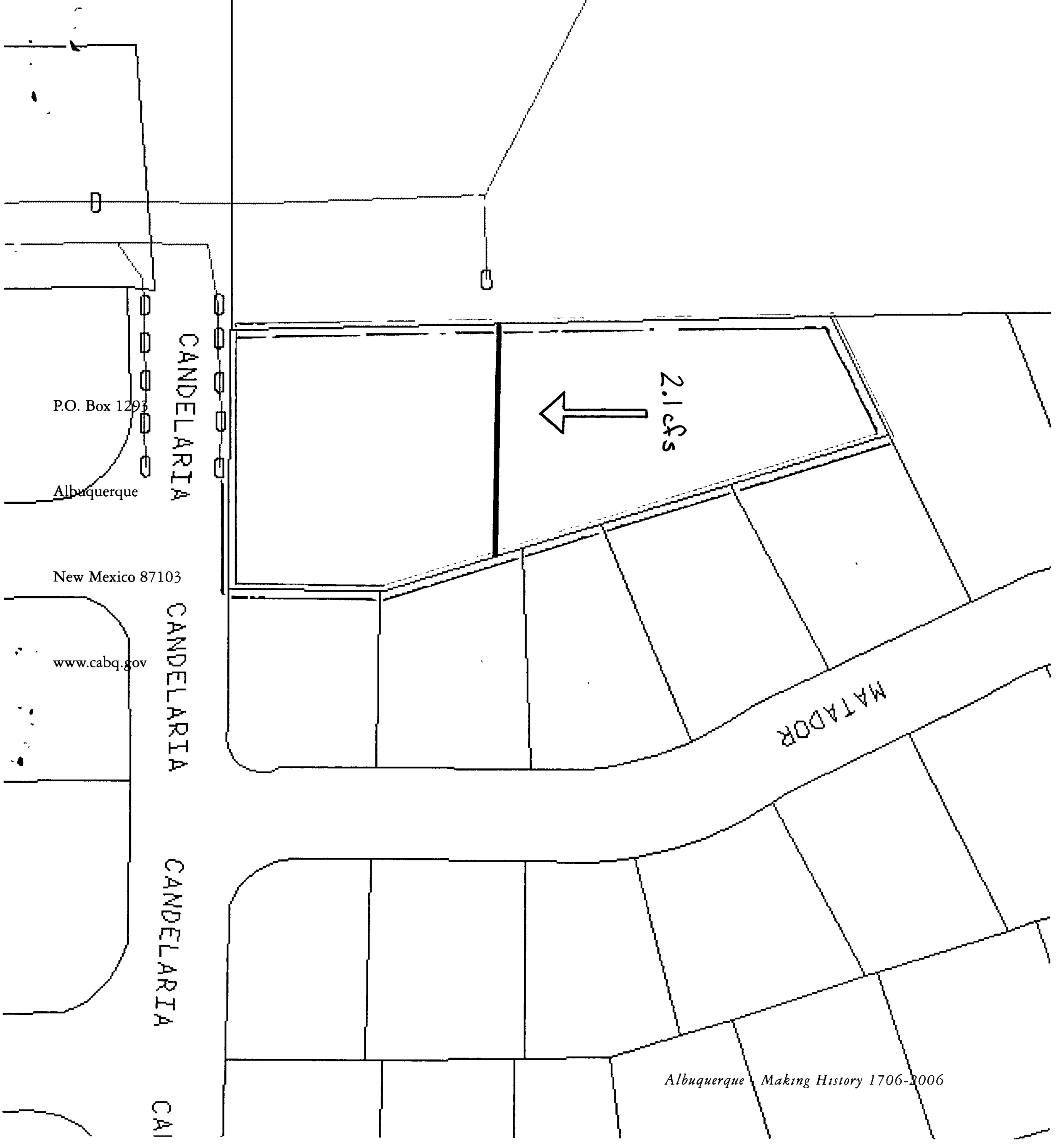
THREE HUNDRED YEARS
1706 * 2006
ALBUQUERQUE
Making History

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov



CITY OF ALBUQUERQUE

April 10, 2006

Thomas Johnston, P.E.
TGC Engineering, Inc.
330 Louisiana Blvd. NE
Albuquerque, NM 87108

Re: The Ultimate Car Wash, Tramway Boulevard / Candelaria Road NE, Grading and Drainage Plan
Engineer's Stamp dated 2-21-06 (G23-D1)

Dear Mr. Johnston,

Based upon the information provided in your submittal received 2-23-06, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. A copy of the cross lot drainage easement must be provided prior to building permit approval. If this easement is being recorded by plat, provide a copy of the approved preliminary plat.
2. There needs to be at least a 6" difference between the asphalt and top of wall elevations along the western property line. Provide more information regarding the guiding of flow to the adjacent lot. This flow must be hardlined. Cross sections of these areas will be helpful.
3. What does the hatching indicate?
4. Show the entirety of the adjacent lot, including contour lines and drainage infrastructure. You must demonstrate how flow will reach Candelaria Road.

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

Sincerely,

Kristal D. Metro, P.E.
Senior Engineer, Planning Dept.
Development and Building Services

C: File

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET
(REV. 1/28/2003rd)

PROJECT TITLE: THE ULTIMATE CAR WASH — ZONE MAP/DRG. FILE #: G-23/D1
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A, BLOCK 6, UNIT 1, CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY / CANDELARIA RD NE

ENGINEERING FIRM: TGC ENGINEERING INC. — CONTACT: TOM JOHNSTON
ADDRESS: 330 LOUISIANA BLVD NE — PHONE: 266-7256
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

OWNER: HOTSY EQUIPMENT CORP — CONTACT: DANNY BRANDENBERG
ADDRESS: 2211 CANDELARIA NE — PHONE: 883-4000
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87107

ARCHITECT: JIM MEDLEY — CONTACT: JIM MEDLEY
ADDRESS: 3101 CARISTINE ST NE — PHONE: 292-3514
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87111

SURVEYOR: WAYJOHN SURVEYING INC. — CONTACT: TOM JOHNSTON
ADDRESS 330 LOUISIANA BLVD NE — PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

CONTRACTOR: TBD — CONTACT: _____
ADDRESS: _____ — PHONE: _____
CITY, STATE: _____ — ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

- ____ DRAINAGE REPORT
- _X_ DRAINAGE PLAN 1* 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

CHECK TYPE OF APPROVAL SOUGHT:

- ____ 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
- _X_ BUILDING PERMIT APPROVAL
- ____ CERTIFICATE OF OCCUPANCY (PERM.)
- ____ CERTIFICATE OF OCCUPANCY (TEMP.)
- ____ GRADING PERMIT APPROVAL
- ____ PAVING PERMIT APPROVAL
- ____ WORK ORDER APPROVAL
- ____ OTHER (SPECIFY)

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ____ YES
- ____ NO
- ____ COPY PROVIDED

RECEIVED
FEB 23 2006
HYDROLOGY SECTION

DATE SUBMITTED: 2/23/06 — BY: _____

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1. **Conceptual Grading and Drainage Plan:** Required for approval of Site Development Plans greater than five (5) acres and Sector Plans.
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CITY OF ALBUQUERQUE

March 15, 2006

James Medley, R.A.
Jim Medley Architects
3101 Christine St. NE
Albuquerque, NM 87111

Ultimate Car Wash

Re: Lot 40-A Unit 1 Casa Grande Estates, XXXX Tramway Blvd. NE, Traffic Circulation Layout Architect's Stamp dated 01-12-06 (G23-D1)

Dear Mr. Medley,

Based upon the information provided in your submittal received 02-23-06, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Provide a site map.
2. Please, refer to all appropriate City Standards; the drawing number should be included in this reference.
3. Include two scaled TCL marked plans with next submittal.
4. Include parking calculations.
5. Where is the access to the site? Provide more information on where this is located and how traffic gets from the main road to the site.
6. Provide the width for the west drive aisle.
7. Is there a canopy over the wash bays or is this part of a structure?

If you have any questions, you can contact me at 924-3991.

Sincerely,

Wilfred A. Gallegos, P.E.
Traffic Engineer, Planning Dept.
Development and Building Services
C: file
WAG:tes

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: THE ULTIMATE CAR WASH — ZONE MAP/DRG. FILE #: G-23/D1
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: LOT 40-A, BLOCK 6, UNIT 1, CASA GRANDE ESTATES
CITY ADDRESS: TRAMWAY/ CANDELARIA RD NE

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ARCHITECT: JIM MEDLEY — CONTACT: JIM MEDLEY
ADDRESS: 3101 CARISTIME ST NE — PHONE: 292-3514
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87111

SURVEYOR: WAYJOHN SURVEYING INC. — CONTACT: TOM JOHNSTON
ADDRESS 330 LOUISIANA BLVD NE — PHONE: 255-2052
CITY, STATE: ALBUQUERQUE NM — ZIP CODE: 87108

CONTRACTOR: TBD — CONTACT: _____
ADDRESS: _____ — PHONE: _____
CITY, STATE: _____ — ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

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____ 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
__X__ TRAFFIC CIRCULATION LAYOUT (TCL)
____ ENGINEERS CERTIFICATION (TCL)
____ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
____ OTHER

CHECK TYPE OF APPROVAL SOUGHT:

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____ PRELIMINARY PLAT APPROVAL
____ S. DEV. PLAN FOR SUB'D. APPROVAL
____ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
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✓SITE MAP

✓PARKING CALCULS

~~✓~~ - MARKOPLANS 'TCL'

~~✓~~ SID SPEC #'s.

✓SCALE

~~DIRECTIONAL ARROW~~

ACCESS EASEMENT ?

✓where is ACCESS TO SITE

RADIUS

✓ WIDTH of WEST DRIVE

City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

August 29, 2001

Keith MacDuffie
1309 Onava Court NE
Albuquerque, New Mexico 87112-6592

RE: Grading and Drainage Complaint for Crystal Breeze Subdivision (G23-D1)

Dear Mr. MacDuffie:

We have received a complaint from the Zoning Department on the referenced site. I have attached copies of two pictures of the site. The first picture is an aerial photo taken in 1999 showing that the entire site has been graded. The second picture shows excavation next to a garden wall and an unfinished retaining wall.

Our records show that the construction plans at DRC and the Final Plat were never finalized. Please submit approval letters for the topsoil disturbance permit and the retaining wall construction.

The following are items of concern need to be addressed:

1. Since you are unable to complete the grading and drainage on your site as designed, please submit a new grading and drainage plan. Erosion control is an important item that needs to be addressed by your engineer.
2. Please address if you have obtained a retaining wall permit for the east retaining wall. The retaining wall will need to be completed to protect the existing garden wall. A permit will need to be obtained for any new retaining wall work.

Please contact me at 924-3982 within two weeks of the date of this letter. We can discuss what approvals you have, and the schedule of future submittals.

Sincerely,

Carlos A. Montoya
City Floodplain Administrator



ODUCT REFERENCE: TILE H-28 OPTIONS 00 20 01 PWREV PWDCAM #QQCRA



