

PROJECT TITLE: VILLAGE INN ZONE ATLAS/DRNG. FILE #: H-11-D29B
DRB #: 94-114 EPC #: _____ WORK ORDER #: _____
LEGAL DESCRIPTION: LOT 1, SANTA RITA WEST NO. 2
CITY ADDRESS: 1514 COORS BLVD. NW
ENGINEERING FIRM: BRASHER & LORENZ CONTACT: PAUL BRASHER
ADDRESS: 4425 JUAN TABO N.E. STE 202 PHONE: 296-0422
OWNER: BRONSTEIN LTD. CONTACT: PAUL BRONSTEIN
ADDRESS: 1514 COORS BLVD. NW PHONE: 255-5600
ARCHITECT: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CONTRACTOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

- ☒ YES
☐ NO
☐ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SKETCH PLAT APPROVAL
☐ PRELIMINARY PLAT APPROVAL
☐ S. DEV. PLAN FOR SUB'D. APPROVAL
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
☐ SECTOR PLAN APPROVAL
☐ FINAL PLAT APPROVAL
☐ FOUNDATION PERMIT APPROVAL
☐ BUILDING PERMIT APPROVAL
☒ CERTIFICATE OF OCCUPANCY APPROVAL (TEMP.)
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: 30 AUG. 95BY: Paul Brasher

9661 8 50'

E A I S



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

September 6, 1995

Paul Brasher
Brasher & Lorenz
4425 Juan Tabo NE Suite 202
Albuquerque, NM 87111

RE: ENGINEER CERTIFICATION FOR TEMPORARY C.O. @
VILLAGE INN @ 1514 COORS NW (H11-D29B)
ENGINEER'S CERTIFICATION DATED 8/31/95.

Dear Mr. Brasher:

Based on the information provided on your August 31, 1995
submittal, Engineer Certification for temporary Certificate of
Occupancy may be granted at this time.

Please be advised that once the final grading & landscaping is
complete, you will need to submit the following:

1. New as-built certification with new statement signed and
dated.
2. Copy of letter of acceptance for the sidewalk culverts.

If I can be of further assistance, please feel free to contact me
at 768-2667.

Sincerely,

Bernie J. Montoya, CE
Engineering Associate

BJM/dl

c: Andrew Garcia
File

DRAINAGE INFORMATION SHEET

PROJECT TITLE: VILLAGE INN ZONE ATLAS/DRNG. FILE #: H-11 / 1029B
 DRB #: _____ EPC #: _____ WORK ORDER #: _____
 LEGAL DESCRIPTION: LOT 1, SANTA RITA WEST NO.2
 CITY ADDRESS: 1520 COURS BLVD. NW

ENGINEERING FIRM: BRASHER & LORENZ CONTACT: PAUL BRASHER
 ADDRESS: 4425 JUAN TABO BLVD. STE.202 87111 PHONE: 296-0422

OWNER: VILLAGE INN CONTACT: PAUL BRUNKSTEIN
 ADDRESS: 5601 DOMINGO RD NE PHONE: 255-5506

ARCHITECT: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____

SURVEYOR: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____
 ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:
 _____ DRAINAGE REPORT
 _____ DRAINAGE PLAN
 _____ CONCEPTUAL GRADING & DRAINAGE PLAN
 _____ GRADING PLAN
 _____ EROSION CONTROL PLAN
☒ ENGINEER'S CERTIFICATION
 _____ OTHER _____

PRE-DESIGN MEETING:
 _____ YES
 _____ NO
 _____ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:
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 _____ 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 APPROVAL
 _____ GRADING PERMIT APPROVAL
 _____ PAVING PERMIT APPROVAL
 _____ S.A.D. DRAINAGE REPORT
 _____ DRAINAGE REQUIREMENTS
 _____ OTHER _____ (SPECIFY)

DATE SUBMITTED: 10.24.95
 BY: Paul Brasher
PAUL BRASHER

OCT 25 1995



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 22, 1993

Paul Brasher
Brasher Engineering Inc.
11930 Menaul Blvd. NE Suite 113
Albuquerque, NM 87112

RE: REVISED DRAINAGE PLAN FOR VILLAGE INN RESTAURANT (H11-D29B)
REVISION DATED 11/17/93.

Dear Mr. Brasher:

Based on the information provided on your November 17, 1993 resubmittal, the above referenced site is approved for Building Permit and Foundation Permit.

Please be advised that once application is made for work order processing, provide me with a copy so that the Building Permit may be issued.

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

Please attach a copy of this approved plan to the construction sets.

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,

Bernie J. Montoya, CE
Engineer Associate

BJM/d1/WPHYD/8121

xc: Alan Martinez

File

PUBLIC WORKS DEPARTMENT

PROJECT TITLE: VILLAGE INN RESTAURANT ZONE ATLAS/DRNG. FILE #: H-11-D29B

DRB #: 93-216 EPC #: _____ WORK ORDER #: _____

LEGAL DESCRIPTION: LOT 1, SANTA RITA WEST NO. 2

CITY ADDRESS: 1520 COORS BLVD # NW

ENGINEERING FIRM: BRASHER ENGINEERING, INC CONTACT: PAUL BRASHER

ADDRESS: 11930 MENAUL BLVD NE #113 PHONE: 296-0422

OWNER: VILLAGE INN CORP. CONTACT: PAUL BRONSTEIN

ADDRESS: 5601 DOMINGO RD NE PHONE: 255-5506

ARCHITECT: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

SURVEYOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

CONTRACTOR: _____ CONTACT: _____

ADDRESS: _____ PHONE: _____

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

- ☐ YES
☐ NO
☐ COPY PROVIDED

NOV 17 1993

CHECK TYPE OF APPROVAL SOUGHT:

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☐ CERTIFICATE OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS

NOTE ☒ OTHER PLAT APPROVED (SPECIFY)

IN JULY, 1993
DID NOT HAVE AN
INFRASTRUCTURE LIST

DATE SUBMITTED: 11.17.93

BY: Paul Brasher
PAUL BRASHER

PLAT SP-93-117
filed 7/19/93



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

November 3, 1993

Paul Brasher
Brasher Engineering Inc.
11930 Menaul Blvd. NE Suite 113
Albuquerque, NM 87112

RE: DRAINAGE PLAN FOR VILLAGE INN RESTAURANT (H11-D29B)
ENGINEER'S STAMP DTED 10/19/93.

Dear Mr. Brasher:

Based on the information provided on your October 21, 1993 submittal, Foundation only approval may be granted at this time. Please be advised that prior to Building Permit release, the following must be addressed:

- ✓ 1. Proposed "D" inlet must be changed to a double "D" inlet. Very little capacity or none at all existing within the 48" R.C.P. Therefore, the sooner we get the run-off from both the Texaco station and the proposed Village Inn, the sooner it will enter prior to the peak flows hitting the area.
- ✓ 2. Analyze the proposed channel using the Weir equation at the inlet portion.
3. Hydraulics for the two proposed sidewalk culverts.
4. Prior to Building Permit release, a review for Work Order items must have taken place. I am assuming that the sidewalk culverts will be part of the Work Order.
5. With your resubmittal, please provide me with a copy of the infrastructure list.
6. Engineer Certification per the D.P.M. checklist is required prior to Certificate of Occupancy.

C x L x H 1.5
3.03 x 1 x (.67) 1.5

PUBLIC WORKS DEPARTMENT

Paul Brasher
Page 2

If I can be of further assistance, please feel free to contact me at 768-2667.

Sincerely,


Bernie J. Montoya, CE
Engineer Associate

BJM/d1/WPHYD/8081

xc: Alan Martinez
File

NOV - 3 1993

ST DIVISION

Ben Bronstein

JOINT DRIVEWAY AGREEMENT

THIS JOINT DRIVEWAY AGREEMENT ("Agreement") is entered into as of the 8th day of July, 1993, by and between TEXACO REFINING AND MARKETING INC., a Delaware corporation ("Texaco"), THE PAUTSCH TRUST ("Pautsch") and BRONSTEIN, LTD., a New Mexico limited partnership ("Bronstein"). Texaco, Pautsch and Bronstein are sometimes referred to herein as the "Owners".

RECITALS:

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

Lot 1, Block A, Santa Rita Addition No. 2, as the same is shown on the plat thereof recorded in the Bernalillo County, New Mexico real estate records on May 5, 1966, in Vol. C6, Folio 121

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

Lot 2, Santa Rita West No. 2, as the same is shown on the Plat for SANTA RITA WEST NO. 2, recorded in the Bernalillo County, New Mexico real estate records on July 19, 1993, in Vol. 93C, Folio 206.

3. Pautsch is the owner and Bronstein is the contract purchaser of the following described property located in Bernalillo County, New Mexico (the "Bronstein Property"):

Lot 1, Santa Rita West No. 2, as the same is shown on the plat for SANTA RITA WEST NO. 2, recorded in the Bernalillo County, New Mexico real estate records on July 19, 1993, in Vol. 93C, Folio 206

The Texaco Property, the Pautsch Property and the Bronstein Property are sometimes referred to herein as the Properties.

4. The City of Albuquerque (the "City") has mandated that the Texaco Property, the Pautsch Property and the Bronstein Property share a common driveway providing access to and from the Properties to Coors Road, NW ("Coors").

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

1. Grants of Easement:

1.1 Texaco grants for the mutual benefit of the Pautsch Property and the Bronstein Property an easement for vehicular and pedestrian ingress and egress over and across that portion of the Texaco Property shown on Exhibit "A" identified as "the Texaco Easement Property".

1.2 Pautsch grants for the mutual benefit of the Texaco Property and the Bronstein Property an easement for vehicular and pedestrian ingress and egress over and across that portion of the Pautsch Property shown on Exhibit "A" identified as "Pautsch Easement Property".

1.3 Pautsch grants for the mutual benefit of the Texaco Property and the Pautsch Property a perpetual easement for vehicular and pedestrian ingress and egress over and across that portion of the Bronstein Property shown on Exhibit "A" identified as "Bronstein Easement Property".

1.4 Pautsch grants for the benefit of the Texaco Property, an easement to maintain a refuse dumpster on the portion of the Bronstein Property shown on Exhibit "A" (the "Texaco Dumpster Easement"). Texaco agrees to bear the cost

for the construction of the dumpster enclosure and for the use of the dumpster located on the Texaco Dumpster Easement.

1.5 Pautsch grants for the benefit of the Pautsch Property, an easement to maintain a refuse dumpster on the portion of the Bronstein Property shown on Exhibit "A" (the "Pautsch Dumpster Easement"). Pautsch agrees to bear the cost for the construction of the dumpster enclosure and for the use of the dumpster located on the Pautsch Dumpster Easement.

1.6 Bronstein and Texaco agree to cooperate with one another to convey drainage from their properties to Coors Boulevard through the new driveway, and will grant easements necessary to convey these drainage waters.

The Texaco Easement Property, the Pautsch Easement Property, and the Bronstein Easement Property are sometimes referred to herein as the "Easement Properties".

2. Easement Improvements: Each owner agrees to construct, and maintain, an asphaltic or concrete driving surface over the portion of the Easement Properties upon their Properties on or before June 1, 1994. No other structures or improvement may be constructed upon the Easement Properties. No parking of vehicles shall be allowed upon the Easement Properties. The Owners reserve the right to use the Easement Properties for uses not inconsistent with the easement rights granted herein.

3. Existing Improvements and New Improvements:

3.1 Texaco: Within thirty (30) days of the satisfaction of the conditions of Paragraph 7, and the Amendment referenced

in Paragraph 8, Texaco agrees, at its expense, to:

3.1.1 Remove the portion of the wall separating the Texaco Property and the Bronstein Property as is shown on Exhibit "B" and designated as "Wall to be removed by Texaco";

3.1.2 Remove the plantings within or otherwise impeding the Texaco Easement Property.

Within thirty (30) days of the New Driveway Improvements being constructed, Texaco agrees, at its expense, to close and remove the driveway presently serving the Texaco Property from Coors. However, Texaco shall not close and remove the driveway until such time as a portion of the Easement Properties is improved by the construction of an asphaltic or concrete driving surface which will provide the Texaco Property with equivalent vehicular and pedestrian ingress and egress as currently enjoyed from the driveway presently serving the Texaco Property from Coors.

3.2 Pautsch and Bronstein: Upon completion of the improvements to be constructed upon the Bronstein Property, but no later than July 1, 1994, Pautsch and Bronstein agree, at their expense shared equally, to:

3.2.1 Remove the portion of the wall separating the Texaco Property and the Bronstein Property as is shown on Exhibit "B" and designated as "Wall to be removed by Pautsch and Bronstein".

3.2.2 Lower to a height of two feet above grade

the portions of the wall separating the Texaco Property from the Bronstein Property and the Pautsch Property to the extent not to be removed.

3.2.3 Relocate the Freeway Sign and street light located within the Bronstein Property. The Freeway Sign will be relocated on the Bronstein Property, unless the State Highway Department requires the Freeway Sign to be on the Texaco Property, in which case the sign shall be no further north than its original location on the Texaco Property. These signs shall be relocated in a sequence that does not interfere with a continuously opened accessway from Coors Boulevard to the Texaco Property. Bronstein shall procure all necessary governmental approvals to relocate the sign and light pole.

3.3 Bronstein and Texaco: Within thirty days (30) of Texaco performing the tasks set out in Sections 3.1.1. and 3.1.2. of this Agreement, Texaco and Bronstein shall install the new curb cut and drive pad for the new joint driveway to Coors Boulevard, as shown on Exhibit "A", the expense of which shall be shared equally by Texaco and Bronstein (the "Driveway Improvements").

4. Indemnity: Pautsch and Bronstein agree to indemnify, defend, and hold Texaco and its officers, directors, shareholders, employees, agents, insurers, attorneys, representatives, successors and assigns harmless from any and all liabilities, losses, claims, demand, or orders arising out of the activities performed on Texaco

Property pursuant to Paragraphs 3.2.1, 3.2.2 and 3.2.3 of this Agreement.

5. Notices: Any and all notices, requests, demands, or other communications ("Notices") required or permitted to be given under this Agreement, shall be in writing and shall be deemed to have been given upon the personal delivery thereof or upon the deposit thereof in the United States mail addressed to the respective party at the respective address set forth below, or at such other address as any party may furnish the others for this purpose by written notification delivered or mailed to the other as herein provided. Notices shall be deemed to have been received upon the personal delivery thereof or three (3) days following the deposit thereof in the United States mail, if given by mail:

Texaco Refining and Marketing Inc.
P.O. Box 2100
Denver, Colorado 80201
Attn: R. D. Harlan

The Pautsch Trust
c/o John Pautsch
7617 Oakland, NE
Albuquerque, New Mexico 87120

Bronstein Ltd.
5601 Domingo Road, NE
Albuquerque, New Mexico 87110

6. In the event that Bronstein does not close on the purchase of the Bronstein Property by September 1, 1993, Pautsch agrees to fulfill all of Bronstein's obligations set out herein. The rights and obligations contained herein shall run with, benefit and burden, and be appurtenant to the Properties.

7. This Agreement is contingent upon the parties receiving

written confirmation from the City of Albuquerque ("City") that this Agreement satisfies the City's shared access requirements for the properties and the amendments to the Site Plan for Texaco's property as set forth in this Agreement are approved by the City.

8. The parties agree that this Agreement will be modified to substitute exhibits which: (i) include legal descriptions of the Easement Properties and the Dumpster Easements, (ii) define the exact areas of the Texaco walls to be removed or lowered, and (iii) show the exact location and size of the Driveway Improvements. These easements and improvements will be in the same general locations as shown on Exhibits "A" and "B". Upon amendment, this Agreement shall be acknowledged and recorded in the Bernalillo County New Mexico real estate records. The owner of the Bronstein Property shall prepare the revised exhibits.

FORM APPROVED

LOW
VAN P. WILLIAMS

TEXACO REFINING AND MARKETING INC.
a Delaware corporation

By: P. M. Conlin
Its: Attorney-in-Fact

THE RAUTSCH TRUST

By: Plunk R. Rautsch to
Its: Trustee

BRONSTEIN, LTD., a New Mexico
limited partnership

By: [Signature]
Its: Partner

P. 10/10 17

EXHIBIT "B"

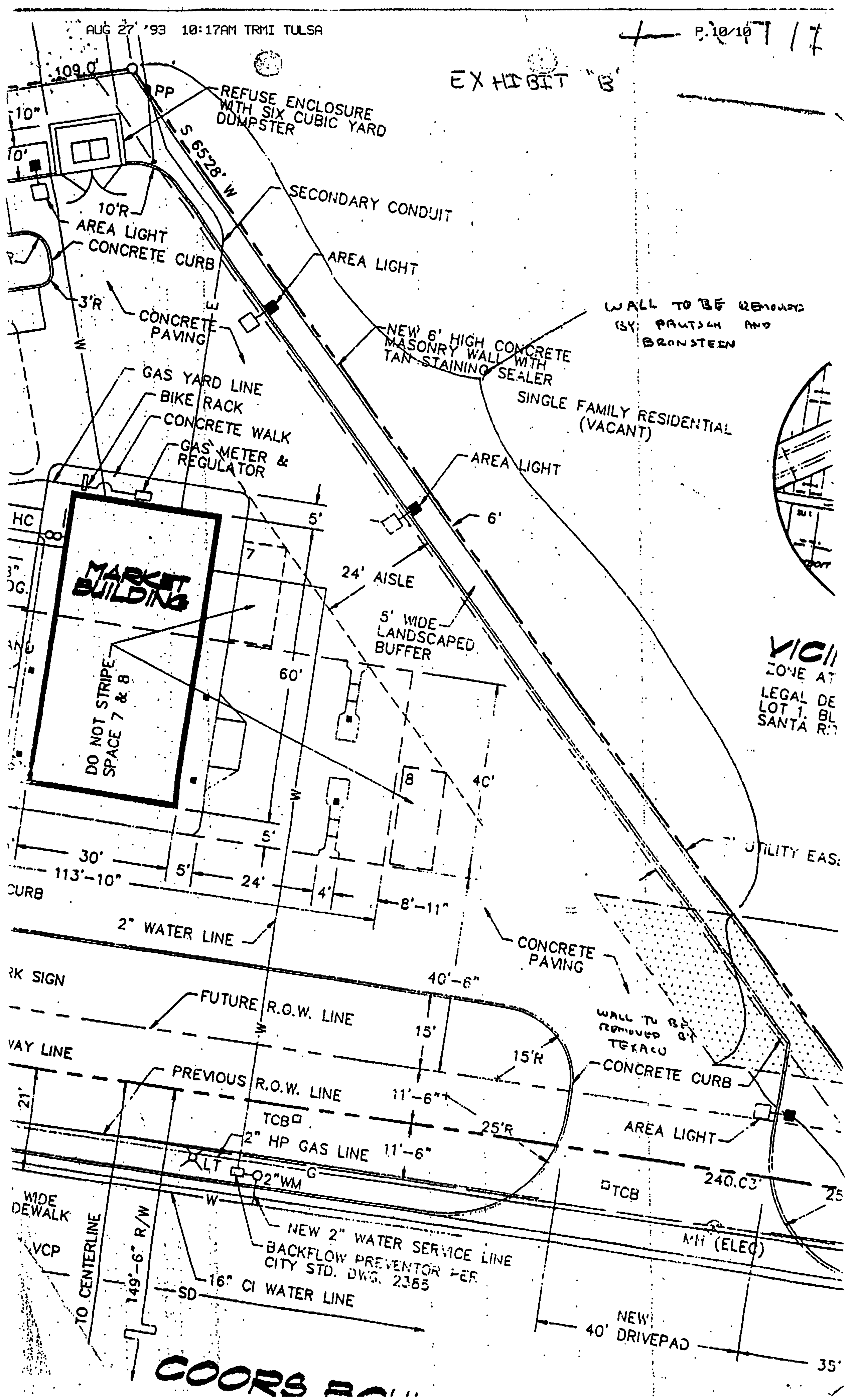
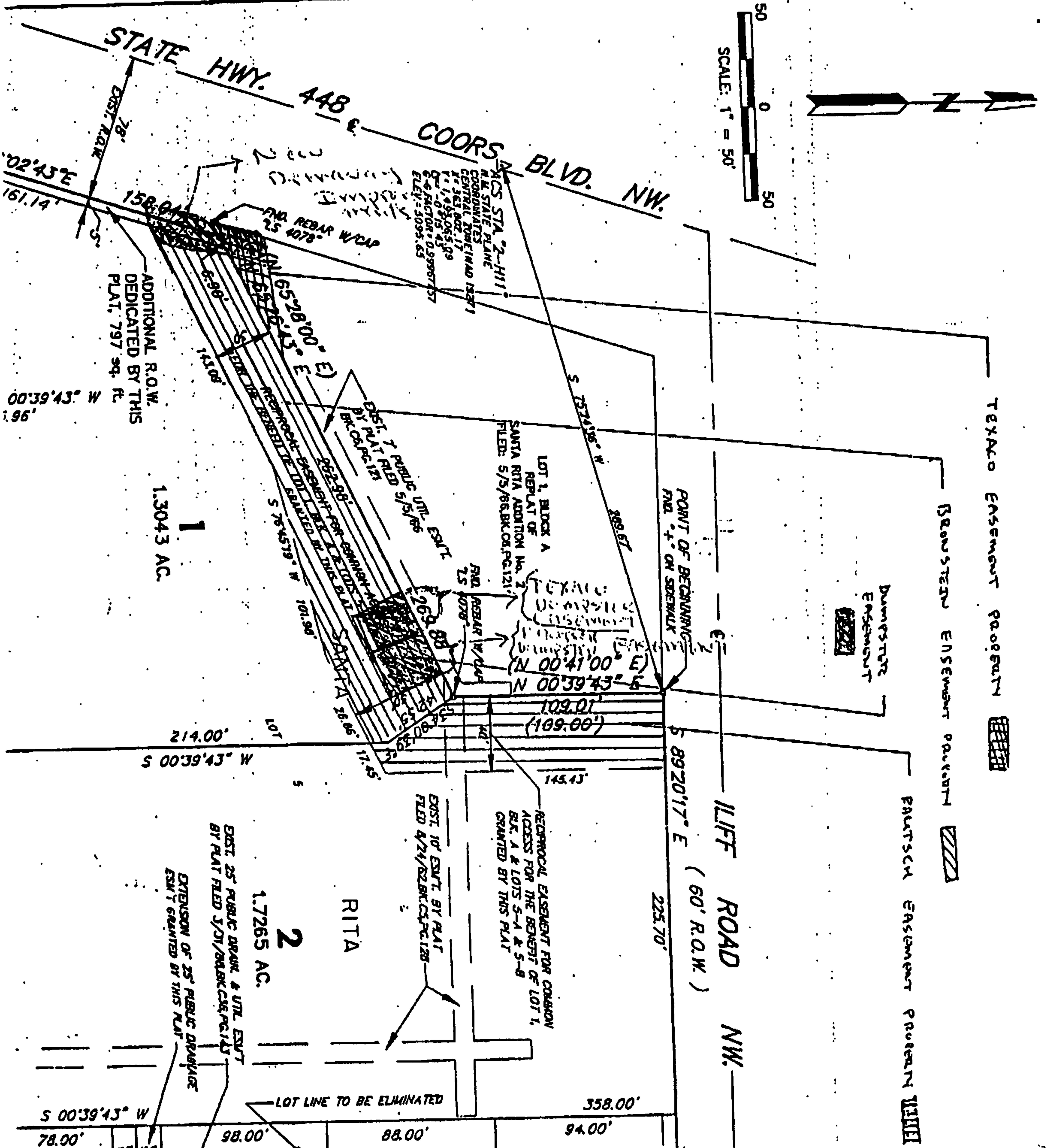


EXHIBIT 'A'





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 30, 1995

Paul Brasher
Brasher & Lorenz
4425 Juan Tabo Blvd. NE
Suite 202
Albuquerque, NM 87111

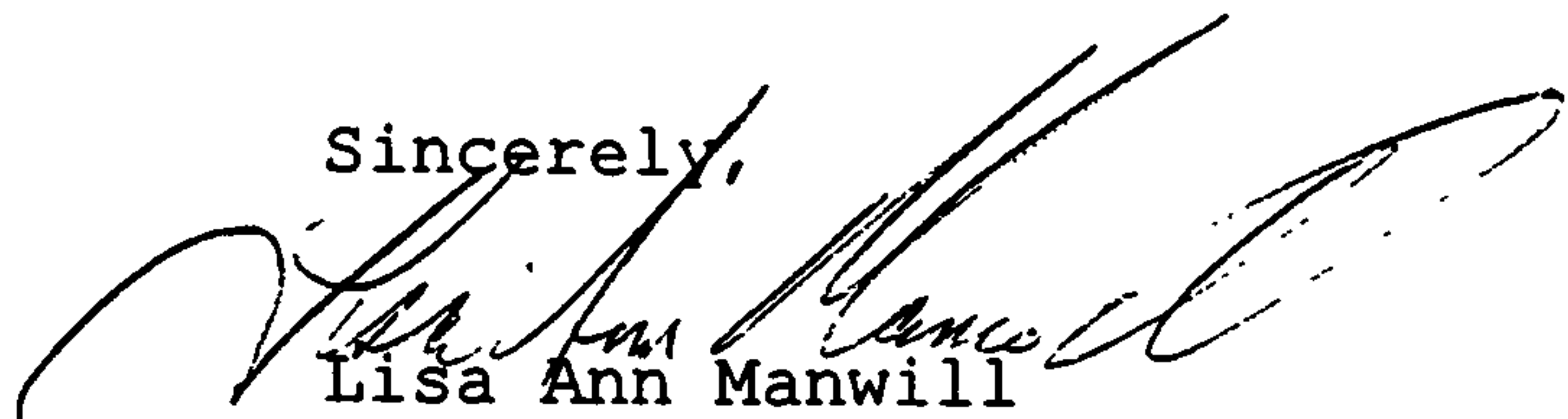
**RE: THE VILLIAGE INN (H11-D29B) ENGINEER'S CERTIFICATION FOR
CERTIFICATE OF OCCUPANCY APPROVAL. ENGINEER'S CERTIFICATION
DATED 10-24-95.**

Dear Mr. Brasher:

Based on the information provided on your October 25, 1995
submittal, the above referenced project is approved for
Certificate of Occupancy.

If I can be of further assistance, please feel free to contact me
at 768-3622.

Sincerely,



Lisa Ann Manwill
Engineering Assoc./Hyd.

c: Andrew Garcia
File

PROJECT TITLE: VILLAGE INN RESTAURANT ZONE ATLAS/DRNG. FILE #: H-11 / 10 29B
DRB #: _____ EPC #: _____ WORK ORDER #: _____
LEGAL DESCRIPTION: LOT 1, SANTA RITA WEST NO. 2
CITY ADDRESS: 1520 COORS BLVD. NW
ENGINEERING FIRM: BRASHER ENGINEERING CONTACT: PAUL BRASHER
ADDRESS: 11930 MENAUL BLVD SUITE 113 PHONE: 296-0422
OWNER: BRONSTEIN LTD. CONTACT: PAUL BRONSTEIN
ADDRESS: ~~5601~~ 5601 DOMINGO NE PHONE: 255-5506
ARCHITECT: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
SURVEYOR: _____ CONTACT: _____
ADDRESS: _____ PHONE: _____
CONTRACTOR: BLANCHARD CONSTRUCTION CONTACT: PAT AGUILAR
ADDRESS: 5850 EUBANK NE PHONE: 275-0000

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

- ☐ YES
☐ NO
☐ COPY PROVIDED

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☐ OTHER _____ (SPECIFY)

DATE SUBMITTED: 10.20.93
BY: PAUL BRASHER *Paul Brasher*

OCT 21 1993