

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

May 19, 2022

Treveston Elliott, RA
Treveston Elliott Architect
811 12th St. NW
Albuquerque, NM 87102

Re: Stripes Burrito Co.
2781 57th St. NW
Traffic Circulation Layout
Architect's Stamp 04-18-22 (H11-D073)

Dear Mr. Elliott,

Based upon the information provided in your submittal received 05-16-22, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Provide a queuing calculations to ensure it doesn't back into the entrance and 57th Street. For more information please contact Jeanne Wolfenbarger at (505-924-3991)
2. All one-way drives shall have "One Way" and "Do Not Enter" signage and pavement markings. Please **show detail and location of posted signs and striping**.
3. Paint the drive-thru strip white when it separates the same direction drive aisles (at the north side of the building), and paint it Yellow when it separates different direction drive aisles.
4. ADA curb ramps must be updated to current standards and have truncated domes installed.
5. Motorcycle parking spaces shall be designated by its own conspicuously posted upright sign, either free-standing or wall mounted per the zoning code.
6. The pavement marking "MC" should be shown in the opposite direction for motorcycles entering the parking space.
7. Define ADA pedestrian pathway from the public sidewalk and from the ADA parking aisle to the building entrance by labeling the ramps, flush pavement, provide details for each internal ramp, and reference COA std. dwg.
8. Please specify the City Standard Drawing Number when applicable.
9. Please provide a letter of response for all comments given.

Once corrections are complete resubmit

1. The Traffic Circulation Layout
2. A Drainage Transportation Information Sheet (DTIS)
3. Send an electronic copy of your submittal to PLNDRS@cabq.gov.
4. The \$75 re-submittal fee.

for log in and evaluation by Transportation.

If you have any questions, please contact me at (505) 924-3675.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

Sincerely,

A handwritten signature in black ink, appearing to read 'Marwa Al-najjar', with a long horizontal flourish extending to the right.

Marwa Al-najjar
Associate Engineer, Planning Dept.
Development Review Service

ma via: email
C: CO Clerk, File

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

Project Title: 57th Street Stripes **Building Permit #** _____ **Hydrology File #** _____

DRB# _____ **EPC#** _____

Legal Description: Tract- C-1-B of the plat of tract C-1-A & C-1-B, **City Address OR Parcel** 2781 57th St. NW
Albuquerque West Subdivision 11

Applicant/Agent: Treveston Elliott Architect **Contact:** Treveston Elliott

Address: 811 12th St NW **Phone:** 505.259.4617

Email: Treveston@TEArchitect.com

Applicant/Owner: Alfredo Barrenechea **Contact:** Alfredo Barrenechea

Address: 131 Madison St NE **Phone:** 505.401.0135

Email: alfredo@go-absolute.net

TYPE OF DEVELOPMENT: ☒ PLAT (#of lots) ☐ RESIDENCE ☐ DRB SITE ☐ ADMIN SITE: _____

RE-SUBMITTAL: ☒ YES ☐ NO

DEPARTMENT: ☒ TRANSPORTATION ☐ HYDROLOGY/DRAINAGE

Check all that apply:

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G&D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE MASTER PLAN
- ☐ FLOOD PLAN DEVELOPMENT PERMIT APP.
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ADMINISTRATIVE
- ☐ TRAFFIC CIRCULATION LAYOUT FOR DRB APPROVAL
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ STREET LIGHT LAYOUT
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☒ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY
- ☐ CONCEPTUAL TCL DRB APPROVAL
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG PERMIT APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ SIA/RELEASE OF FINANCIAL GUARANTEE
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ SO-19 APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ GRADING PAD CERTIFICATION
- ☐ WORK ORDER APPROVAL
- ☐ CLOMR/LOMR
- ☐ FLOOD PLAN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) _____

DATE SUBMITTED: May 13, 2022

PROJECT SUMMARY

New 1,185 sq.ft. Drive Thru Restaurant

PROJECT INFORMATION

PROJECT ADDRESS

2781 57th Street NW
Albuquerque, New Mexico 87120

APPLICABLE CODES

2015 International Building Code
2015 Uniform Plumbing Code
2015 Uniform Mechanical Code
2017 National Electrical Code
2018 International Energy Conservation Code

ZONING

MX-M

KEYED NOTES

- CONCRETE DRIVEPAD PER CITY OF ALBUQUERQUE STANDARD SPECIFICATION. REFER TO CITY STANDARD DETAIL 2425 SEE DETIAL TCL SHEET
- CONCRETE CURB AND GUTTER PER CITY OF ALBUQUERQUE STANDARD SPECIFICATION. REFER TO CITY STANDARD DETAIL 2415A SEE DETIAL TCL SHEET
- CONCRETE SIDEWALK PER CITY OF ALBUQUERQUE STANDARD SPECIFICATION. REFER TO CITY STANDARD DETAIL 2430 SEE DETIAL TCL SHEET
- 6' X 5.75' X 4" WHEEL STOP. PROVIDE (2) 18" LONG #4 REBAR STAKES AT EA. STOP WITH IN PARKING SPACES AS INDICATED SEE DETIAL TCL SHEET
- ADA ACCESSIBLE PARKING SIGN SEE DETIAL TCL SHEET
- MOTORCYCLE PARKING SIGN SEE DETIAL TCL SHEET
- BICYCLE RACK SEE DETIAL TCL SHEET
- PARKING AND DRIVE AISLE FOR FIRE APPARATUS ACCESS ROADS SHALL HAVE AN ASPHALT, CONCRETE, OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF APPARATUS WEIGHING AT LEAST 75,000 POUNDS. CONTRACTOR TO PROVIDE ENGINEER DATA FOR APPROVAL.
- PARKING STRIPING 2" WIDE X 2' O.C. DIAGONAL PAINT STRIPPING. SEE INDICATED LAYOUT WITH 3" X 8" HAND PAID SYMBOL AND WORDS "NO PARKING" IN CAPITAL LETTERS 1" HIGH 2" STROKE AS CLOSE TO WHERE ADJACENT VEHICLES REAR TIRE WOULD BE PARKED
- ALL WHEELCHAIR RAMPS LOCATED WITHIN THE PUBLIC RIGHT OF WAY MUST HAVE TRUNCATED DOMES.
- ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST INCLUDE A WORK ORDER
- ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB AND GUTTER PER CoA STD. DTL. 2415
- CONFIRM EXISTING RAMP MEETS CURRENT ADA STANDARD CoA DTL. 2425 IF NOT REPLACE ALL WHEELCHAIR RAMPS LOCATED WITHIN THE PUBLIC RIGHT OF WAY MUST HAVE TRUNCATED DOMES.
- PARKING STRIPING 2" WIDE X 2' O.C. DIAGONAL PAINT STRIPPING. SEE INDICATED LAYOUT
- DRIVE AISLE STRIPING 4" WIDE STRIPPING. SEE INDICATED LAYOUT

LEGEND

- PROPERTY LINE
- NEW CONCRETE
- LANDSCAPE AREA

PARKING REQUIREMENTS

8/1,000 GSF (Restaurant)	1,185	=9
3/1,000 GSF (Patio)	300	=1
Total Spaces required		=10
20% Reduction per IDO 5-5(C)(5)(a) "due to site location in an MT Area of Change"		
Total Spaces required after reduction	= 8	
ADA	= 1 (1 Van)	
Motorcycle	= 1	
Bicycle	= 3	
Total Spaces Required	= 8	
Total Spaces Provided	= 19	

PROJECT AREA

RESTURANT (B)	= 1,185 Sq.Ft. (NON- Sprinkled)
ALLOWABLE AREA	= B @ 9,000 sq.ft. / 2 Stories per tables 504.4 / 506.2

MINIMUM LANDSCAPE

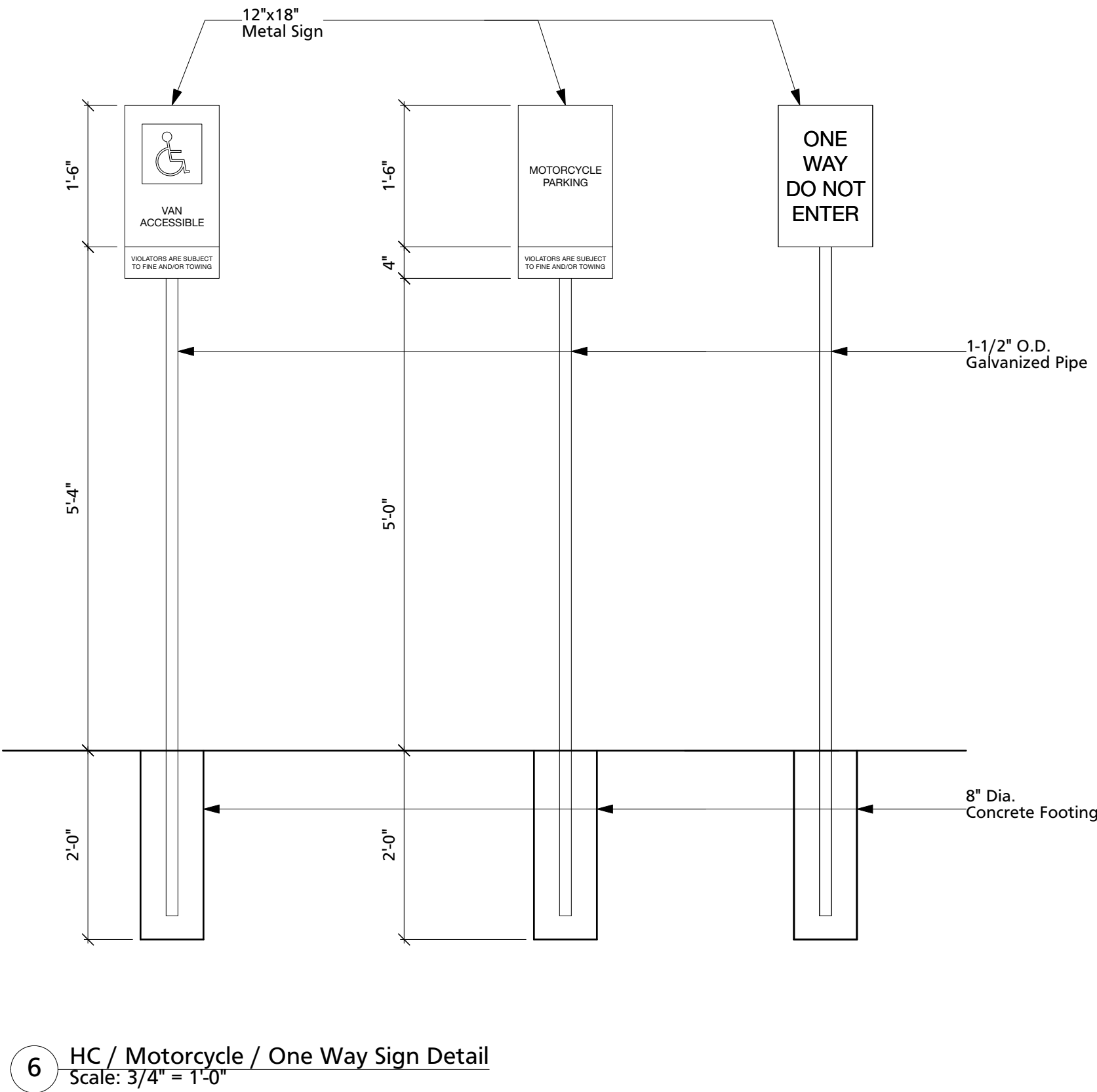
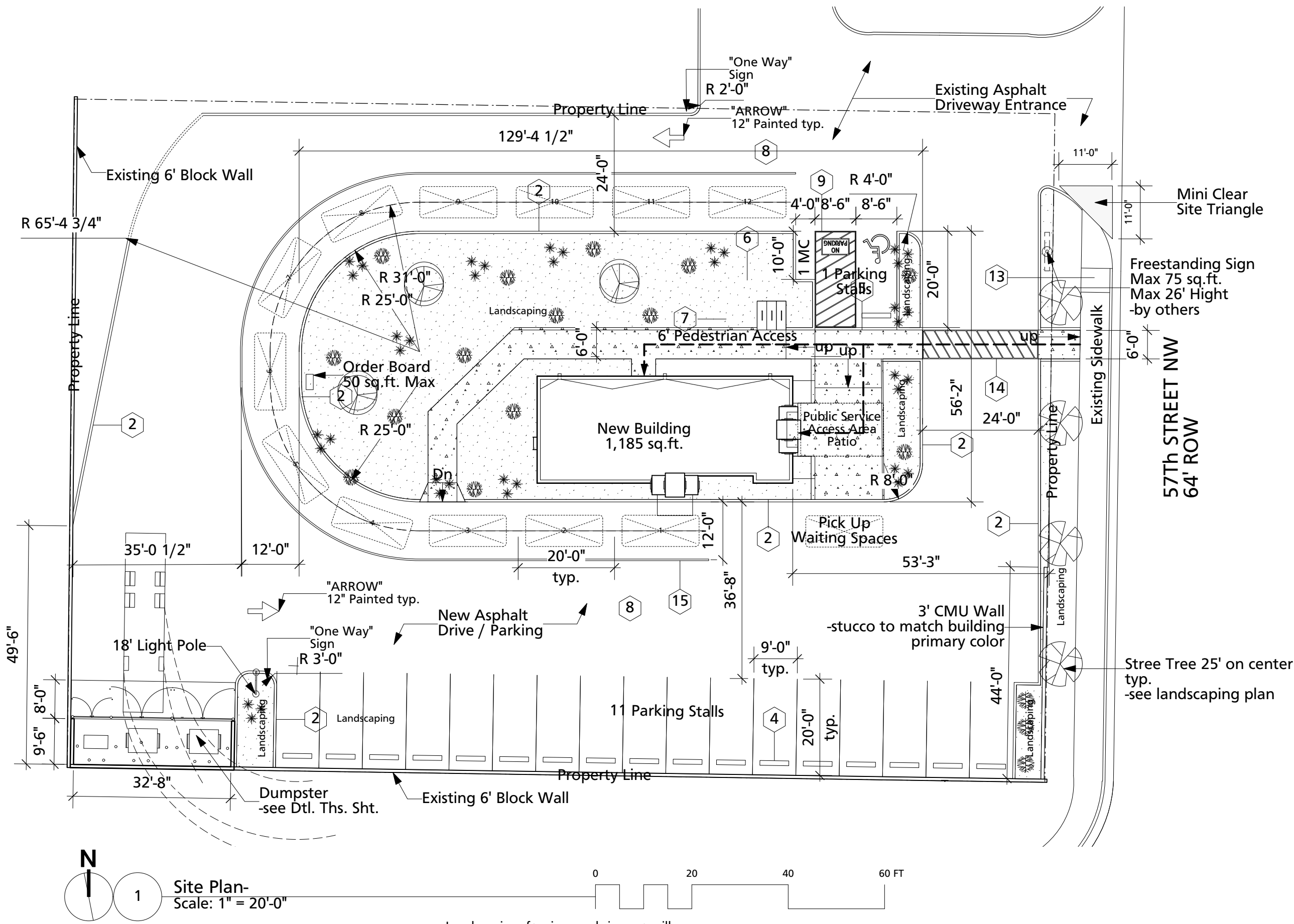
Site Area .646 Acres	28,173 sq.ft.
Building Footprint	1,185 sq.ft.
Parking Lot Area	7sq.ft.
Sidewalk Area	7sq.ft.
Landscape Area Required 15% of 26,988sq.ft. = 4,048 sq.ft.	
Landscape Area Provided:	5,259 sq.ft.

No urban center
Within Major Transit Corridor Area

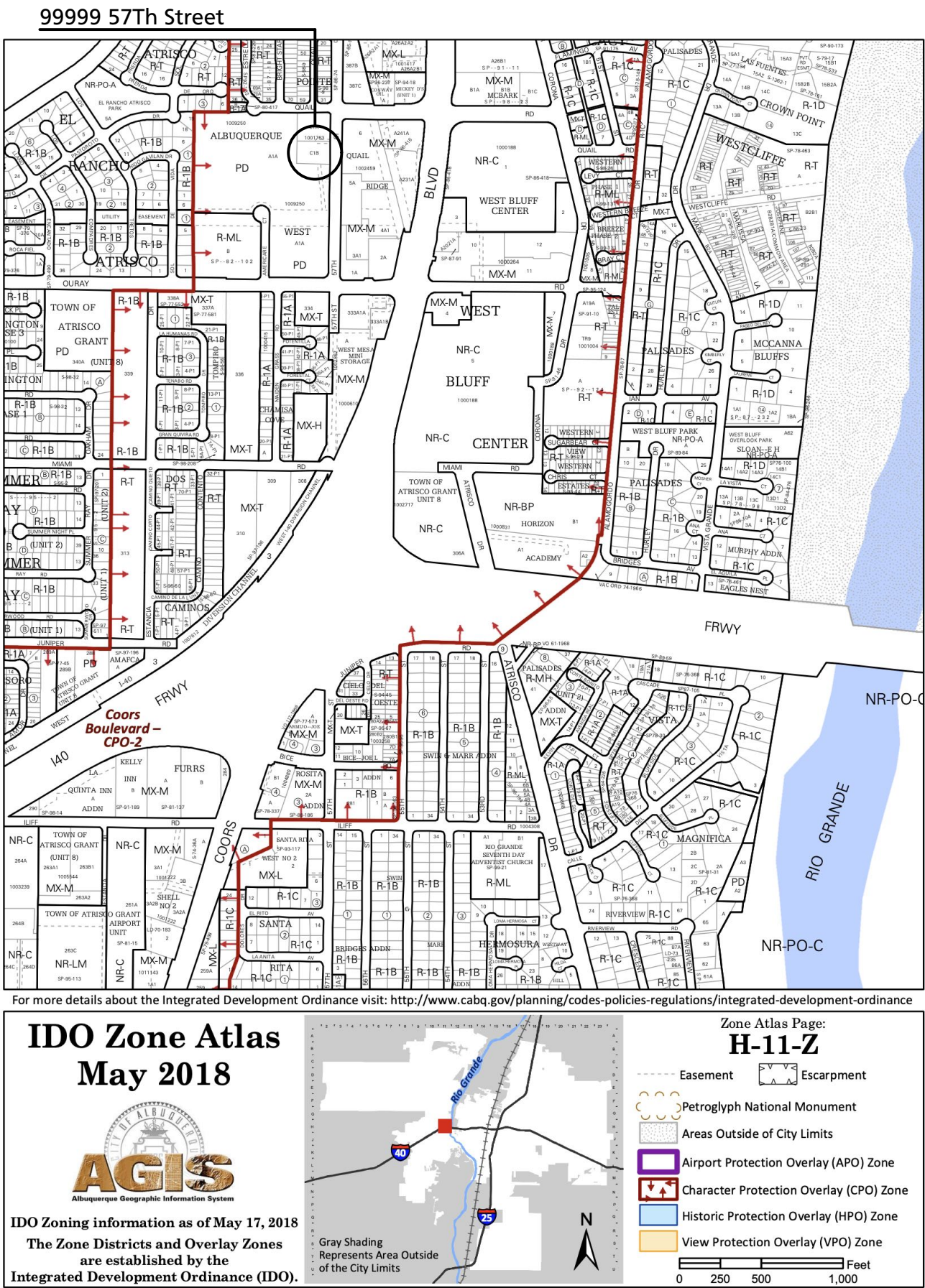
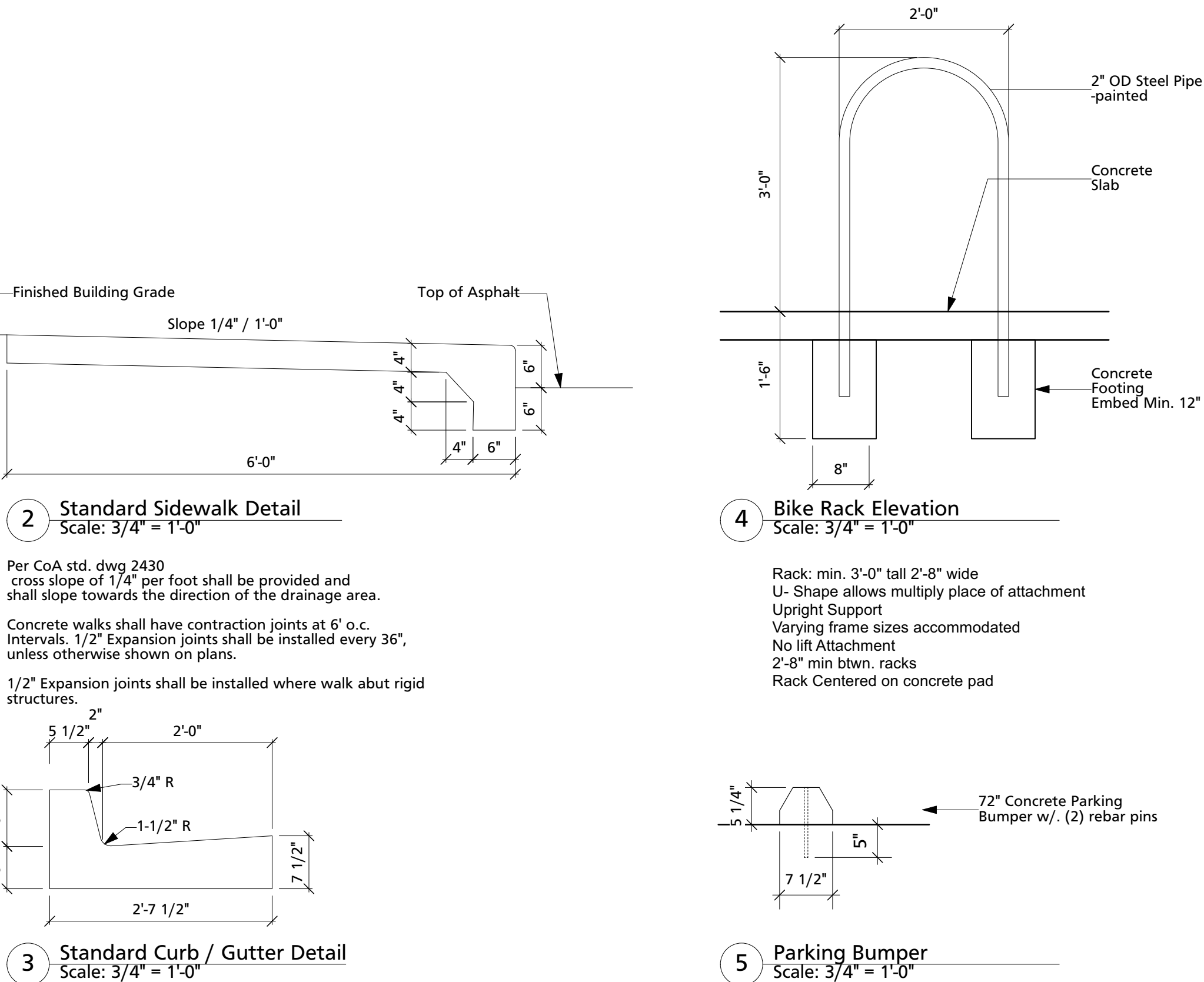
Plant Material

- Chitalpa mature 15' spread 20' hgt.
- Desert Willow mature 15' spread 20' hgt.
- Fountain Grass mature 2' spread 3' hgt.
- Apache Plume mature 4' spread 3' hgt.
- ian Sage ure 4' spread 4' hgt.

Irrigation System
Irrigation system standards outlined in the Water Conservation Landscape and Water Waste Ordinance shall be strictly adhered to. A fully automated irrigation system is existing and shall be tested by the contractor and repaired if required.



SEE SW SHEET FOR DUMPSTER INFORMATION
SEE FIRE-1 SHEET FOR INFORMATION



TREVESTON ELLIOTT
ARCHITECT

STRIPES BURRITO CO.

2781 57th Street NW
Albuquerque, New Mexico 87120



Date: April 18, 2022

Sheet: Traffic Circulation Layout

TCL



City of Albuquerque

Planning Department
Development Review Services Division

Traffic Scoping Form (REV 12/2020)

Project Title: Stripes Burrito - 57th Street **Building Permit #:** _____ **Hydrology File #:** _____

Zone Atlas Page: H-11 **DRB#:** _____ **EPC#:** _____ **Work Order#:** _____

Legal Description: _____

City Address: 2781 57th Street NW

Applicant: Treveston Elliott Architect (Agent) **Contact:** Treveston Elliott

Address: 811 12th St NW

Phone#: 505.259.4617 **Fax#:** _____ **E-mail:** treveston@TEArchitect.com

Development Information

Build out/Implementation Year: 2022 **Current/Proposed Zoning:** MX-M

Project Type: New: (x) Change of Use: () Same Use/Unchanged: () Same Use/Increased Activity: ()

Proposed Use (mark all that apply): Residential: () Office: () Retail: (x) Mixed-Use: ()

Describe development and Uses:

New 1,185 sq.ft. Drive Thru Restaurant

Days and Hours of Operation (if known): 5:30 am - 8:00 pm

Facility

Building Size (sq. ft.): 1,185 sq.ft.

Number of Residential Units: 0

Number of Commercial Units: 1

Traffic Considerations

Expected Number of Daily Visitors/Patrons (if known):* _____

Expected Number of Employees (if known):* _____

Expected Number of Delivery Trucks/Buses per Day (if known):* _____

Trip Generations during PM/AM Peak Hour (if known):* _____

Driveway(s) Located on: Street Name 57th Street NW

Adjacent Roadway(s) Posted Speed: Street Name 57th Street NW Posted Speed 30 MPH

Street Name Quail Rd. NW Posted Speed

ITE #934 Fast-food
with drive through
Estimated site traffic
AM peak 47 vph
PM peak 34 vph

Roadway Information (adjacent to site)

Comprehensive Plan Corridor Designation/Functional Classification: _____
(arterial, collector, local, main street)

Comprehensive Plan Center Designation: _____
(urban center, employment center, activity center)

Jurisdiction of roadway (NMDOT, City, County): _____ City

Adjacent Roadway(s) Traffic Volume: _____ Volume-to-Capacity Ratio: _____
(if applicable)

Adjacent Transit Service(s): _____ Nearest Transit Stop(s): _____

Is site within 660 feet of Premium Transit?: _____

Current/Proposed Bicycle Infrastructure: _____
(bike lanes, trails)

Current/Proposed Sidewalk Infrastructure: _____

Relevant Web-sites for Filling out Roadway Information:

City GIS Information: <http://www.cabq.gov/gis/advanced-map-viewer>

Comprehensive Plan Corridor/Designation: <https://abc-zone.com/document/abc-comp-plan-chapter-5-land-use> (map after Page 5-5)

Road Corridor Classification: <https://www.mrcog-nm.gov/DocumentCenter/View/1920/Long-Range-Roadway-System-LRRS-PDF?bidId=>

Traffic Volume and V/C Ratio: <https://www.mrcog-nm.gov/285/Traffic-Counts> and <https://public.mrcog-nm.gov/taqa/>

Bikeways: http://documents.cabq.gov/planning/adopted-longrange-plans/BTFP/Final/BTFP%20FINAL_Jun25.pdf (Map Pages 75 to 81)

TIS Determination

Note: Changes made to development proposals / assumptions, from the information provided above, will result in a new TIS determination.

Traffic Impact Study (TIS) Required: Yes [] No ☒ Borderline []

Thresholds Met? Yes [] No ☒

Mitigating Reasons for Not Requiring TIS: _____ Previously Studied: []

Notes:

 P.E.

5/13/2022

TRAFFIC ENGINEER

DATE

Submittal

The Scoping Form must be submitted as part of any building permit application, DRB application, or EPC application. See the Development Process Manual Chapter 7.4 for additional information.

Submit by email to the City Traffic Engineer mgrush@cabq.gov . Call 924-3362 for information.

Site Plan/Traffic Scoping Checklist

Site plan, building size in sq. ft. (show new, existing, remodel), to include the following items as applicable:

1. Access -- location and width of driveways
2. Sidewalks (Check DPM and IDO for sidewalk requirements. Also, Centers have wider sidewalk requirements.)
3. Bike Lanes (check for designated bike routes, long range bikeway system) ([*check MRCOG Bikeways and Trails in the 2040 MTP map*](#))
4. Location of nearby multi-use trails, if applicable ([*check MRCOG Bikeways and Trails in the 2040 MTP map*](#))
5. Location of nearby transit stops, transit stop amenities (eg. bench, shelter). Note if site is within 660 feet of premium transit.
6. Adjacent roadway(s) configuration (number of lanes, lane widths, turn bays, medians, etc.)
7. Distance from access point(s) to nearest adjacent driveways/intersections.
8. Note if site is within a Center and more specifically if it is within an Urban Center.
9. Note if site is adjacent to a Main Street.
10. Identify traffic volumes on adjacent roadway per MRCOG information. If site generates more than 100 vehicles per hour, identify v/c ratio on this form.

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (the "Agreement") is made as of May 22, 2004, by and between **Lava Partners, a New Mexico general partnership** ("Lava "), and **AutoZone Stores, Inc., a Nevada corporation** ("AutoZone").

WITNESSETH:

WHEREAS, AutoZone is, or will become, the owner (or tenant) of certain real property located in the County of Bernalillo, City of Albuquerque, and State of New Mexico, as described on **Exhibit "A"** and as depicted as Parcel 1 on **Exhibit "B"** ("Parcel 1");

WHEREAS, Lava is the owner of certain real property located in said County, City and State, as described on **Exhibit "A"** and as depicted as Parcel 2 on **Exhibit "B"** ("Parcel 2"); and

WHEREAS, Lava and AutoZone have agreed that Parcel 1 and Parcel 2 shall each be held, sold and conveyed subject to the easements, covenants and restrictions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. (a) No part of Parcel 2 shall be used as an automobile parts store or for the sale of automobile parts, supplies or accessories for off-premises installation.. Notwithstanding the above, this restriction does not apply to any business whose principal business is a drugstore and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise which sells automobile parts as an incidental part of its general merchandise business.

(b) Prohibited uses of Parcel 2 include the following: manufacturing or industrial uses; flea markets or similar businesses; adult entertainment; churches; car rentals or sales parking vehicles offered for lease or sale in the parking areas of Parcel 2; nightclubs; cocktail lounges; taverns; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn shops; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers.

2. (a) Lava hereby grants to AutoZone, and AutoZone hereby grants to Lava, for the benefit of Parcel 1 and Parcel 2, a perpetual, non-exclusive access easement providing ingress and egress for two way vehicular traffic over and across each party's respective parcel as such easement is illustrated on **Exhibit "B"** as the Access Easement Area (the "Access Easement Area").

(b) Lava grants to AutoZone, and AutoZone grants to Lava, for the benefit of Parcel 1 and Parcel 2, a non-exclusive access easement over and across any and all driveways and drive aisles (whether now existing or in the future to exist) located on that party's respective



Mary Herrera

Bern. Co. ERSE

R 25.00

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parcel, and as they may exist from time to time. The locations of the easements granted in this Section 2(b) may be changed or modified, from time to time, by the party on whose property the easement is located in their absolute discretion, without any necessity to create or preserve access for ingress or egress to the other party. The easements granted in this Section 2(b), together with the Access Easement Area, are sometimes collectively referred to herein as the "Easements"). The purpose and intent of the parties are to establish non-exclusive cross-access easements across any and all drive aisles whether now existing or in the future to exist on all lots of their respective parcels. Accordingly, AutoZone and Lava hereby establish non-exclusive access easements for access over, through and across any and all drive aisles whether now existing or in the future to exist on any and all lots of the property defined in this Agreement for the benefit of all of each party's respective parcels. Each party may designate areas on such party's respective parcel for building areas, parking, ingress, egress and landscaping and other uses beneficial to such party's use and occupation of its respective parcel. The locations of the easements granted in Section 2 may be changed or modified, from time to time, by the party on whose parcel the easement is located.

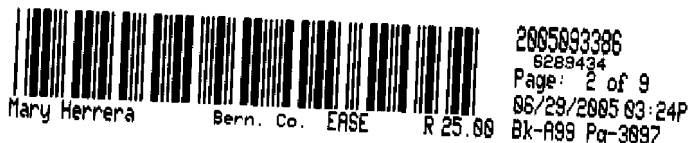
(c) Neither party shall allow any of its respective permittees, including, without limitation, employees and customers, to park on the other party's parcel. In addition, the easements granted herein shall be kept clear of parked vehicles at all times, subject to the provisions of hereof. The easements granted herein are for the purpose of ingress and egress only and shall not confer any right to park motor vehicles on the other party's parcel. Each parcel shall have its own separate and independent vehicle parking areas sufficient to satisfy the requirements of local zoning. Each party agrees to use reasonable efforts to enforce this Section 2(c).

3. Each party agrees to keep the Access Easement Area, if any, as it may exist from time to time, free and clear from obstacles or obstructions which would prevent or hinder the free passage of vehicular traffic within or across the Access Easement Area except temporarily, for reasonable times and in a reasonable manner, for purposes of performing work permitted by this Agreement.

4. Upon development of a party's respective parcel, all Improvements to the easements shall be constructed by the party whose parcel the easement area is located on and at that party's expense. All construction of any easements and improvements hereunder shall be performed in a good and workmanlike manner and in accordance with all applicable governmental or quasi-governmental authorities, ordinances, and regulations. Nothing contained in this Agreement shall be construed as allowing one party to construct any improvements, perform any work or grant any other easements on the other party's respective parcel without that party's prior written consent or to allow any liens on another party's respective parcel without that party's prior written consent. Nothing contained herein shall require either party to develop its respective parcel or to operate any business thereon.

5. Each party shall, at all times, maintain that portion of the easements (and any Improvements to such easements) located on that party's respective parcel in good repair, clean and clear of snow, ice, rubbish, and debris, properly drained, and adequately lighted, at that party's sole cost and expense, which shall include the incidental rights of maintenance and repair including, but not limited to, repair of pot holes, deterioration or damages, cleaning and weed control and repaving, if necessary.

6. In the event of a default of any of the provisions hereof by either party, the non-defaulting party shall have the right to cure the default at the other party's sole expense if the



defaulting party has not commenced curing said default within thirty (30) days after receipt of a written default notice from the non-defaulting party. Notwithstanding the above, either party may cure a default immediately in an emergency situation. The defaulting party agrees to reimburse the non-defaulting party for any amount so paid by the non-defaulting party to cure any default within ten (10) days after receipt of a written invoice from the non-defaulting party. The non-defaulting party may take such other proceedings at law or in equity as the non-defaulting party deems necessary.

7. Each party (and their respective successors and assigns) shall indemnify, defend and hold harmless the other, its respective successors and assigns, from and against, any and all liability, demands, claims, causes of action, judgments and costs and expenses incurred in the investigation of the same (including, without limitation, court costs and reasonable attorney's fees) for, by way of illustration and not limitation, injury to persons, loss of life or damage to property occurring within any easement areas granted herein which arise out of any breaches of this Agreement or any other obligations of this Agreement by such party.

8. Any and all notices required or permitted to be given under this Agreement shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent by U.S. Postal Service Certified Mail with Return Receipt Requested or via a national overnight (or 2d day) courier service requiring a signature upon delivery (such as Federal Express) to:

If by U.S. Postal Service Certified Mail:

AutoZone:

AutoZone, Inc.
Property Management
P.O. Box 2198
Memphis, TN 38101-2198

Lava: Attn: J. Howard Mock
2906 Broadway N.E.
Albuquerque, NM 87125

If by Overnight Courier:

AutoZone, Inc.
Property Management
123 S. Front Street
Memphis, TN 38103

Lava and AutoZone and any other person to whom any such notice, instrument or communication may be given, shall each have the right to specify, from time to time, as its address for purposes of this Agreement, any address in the 48 contiguous States of the United States of America upon giving fifteen (15) days' notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

11. As used in this Agreement, unless the context clearly otherwise requires, AutoZone and Lava shall mean, with respect to each parcel, the record owner(s) from time to time of an interest in fee simple in all or any part of Parcel 1 or Parcel 2 whether such owner be one or more persons or entities.

12. Nothing contained herein shall be deemed to be a gift or dedication of any portion of any property to the general public. This Agreement shall not be construed as conferring upon any third party any right or benefit and any and all claims which may arise hereunder may be enforced solely by the parties and their respective successors and assigns.



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13. Notwithstanding anything contained herein to the contrary, each party reserves the right to eject any person or persons not authorized hereby. Each party hereby reserves any and all rights which are not directly incompatible with the easements granted hereunder, including, without limitation, the right to grant easements to third parties over, under and through the granting party's respective parcel.

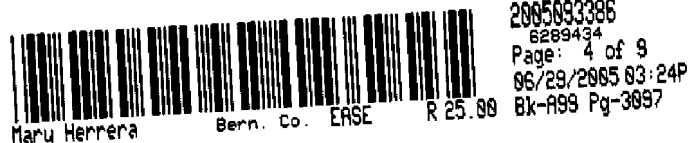
14. The agreements and restrictions described in this Agreement shall run with the land and shall be binding upon and inure to the benefit of Lava, AutoZone, and their respective successors, lessees, and the future owners and leases of Parcel 2 and shall be perpetual, except that all use restrictions in Section 1 above shall be for a period of twenty (20) years commencing on the date this Agreement is recorded in the Records Office of the County of Bernalillo, New Mexico and said restrictions shall automatically terminate upon expiration of said twenty (20) year period. Except as provided herein, all easements granted herein may be used for the purposes designated herein by Lava, AutoZone, and their respective successors, designees, tenants, employees, agents, customers, and invitees free from charge. Except as specifically set forth herein, no other easements are granted herein, nor shall any other easements be implied.

15. It is further understood and agreed to by Lava and AutoZone that the easements and other rights may be mortgaged to any mortgagee taking a mortgage on Parcel 2 or Parcel 1, but any mortgagee taking a mortgage on any easement herein shall take said mortgage subject to the other rights, benefits, duties, and obligations created and established herein.

16. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein. Unless the context in which used clearly requires another construction, throughout this Agreement, the masculine gender shall be deemed to include the neuter of feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa. Each exhibit described herein is hereby attached hereto and incorporated herein by reference. If any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17. If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

18. Any amendment to this Agreement shall require the prior written consent of all owners of Parcel 1 and Parcel 2. Notwithstanding the above, any amendment to the use restriction in Section 1(a) shall at all times (and whether or not if AutoZone owns or leases any portion of Parcel 1) require the prior written consent of AutoZone or its corporate successors or assigns. In the event there are easements of record prior to this Agreement providing for any matters stated herein, then this Agreement shall amend any prior documents with respect to all property mentioned herein.



19. Lava hereby represents that it is the fee simple owner of Parcel 2, and that all lienholders have consented to this Agreement. AutoZone shall have the right to assign this Agreement at or after the closing of its respective parcel.

20. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW MEXICO, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW.

21. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

22. Nothing contained herein shall be construed as creating an employment, partnership, agency or principal, or joint venture relationship between the parties.

23. Each party agrees that upon written request of another party, it will issue to a prospective mortgagee of or prospective successor to such other party, an estoppel certificate stating:


(a) Whether the party to whom the request has been directed knows of any default by the requesting party under the Agreement, and if there are known defaults, specifying the nature of the default;

(b) Whether to its knowledge this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and

(c) That to the party's knowledge, this Agreement is in full force and effect as of that date.

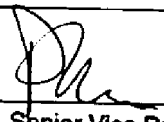
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove.

Lava Partners


By: 
J. Howard Mock, General Partner

AutoZone Stores, Inc., a Nevada corporation

By:  Wm. David Gilmore
Vice President

Its: _____
By:  Robert Olsen
Senior Vice President

Its: _____

Approved for
Execution
Legal 
Business _____



Mary Herrera


Bern. Co. EASE

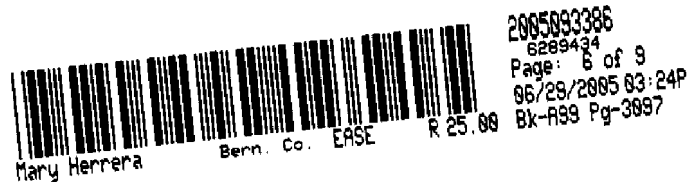
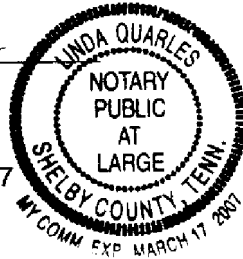
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BX-999 Pg-3897

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)SS

On May 2nd, 2005 before me, Linda Quarles (Notary Public) personally appeared Robert Olsen and Wm David Gilmore, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities as Senior Vice President and Vice President , respectively, of AutoZone, Inc., a Nevada corporation, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

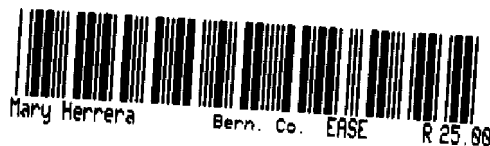
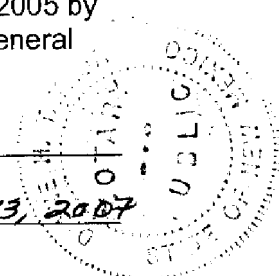

Linda Quarles,
NOTARY PUBLIC IN AND
FOR SAID COUNTY AND STATE
My Commission Expires: 03/17/2007
[SEAL]



COUNTY OF BERNALILLO)
STATE OF NEW MEXICO)ss

This instrument was acknowledged before me on May 11, 2005 by J. Howard Mock as General Partner of Lava Partners, a New Mexico General Partnership.

Deane H. Taylor
NOTARY PUBLIC
Commission Expires: Feb. 13, 2007



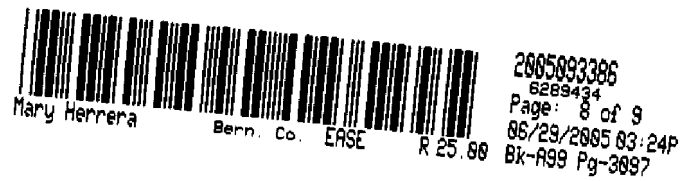
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Page: 7 of 9
06/29/2005 03:24P
Bk-A99 Pg-3097

Easements, Covenants and Restrictions Agreement Dated as of May 22, 2004 by and Between Lava Partners and AutoZone Stores, Inc.

Exhibit A

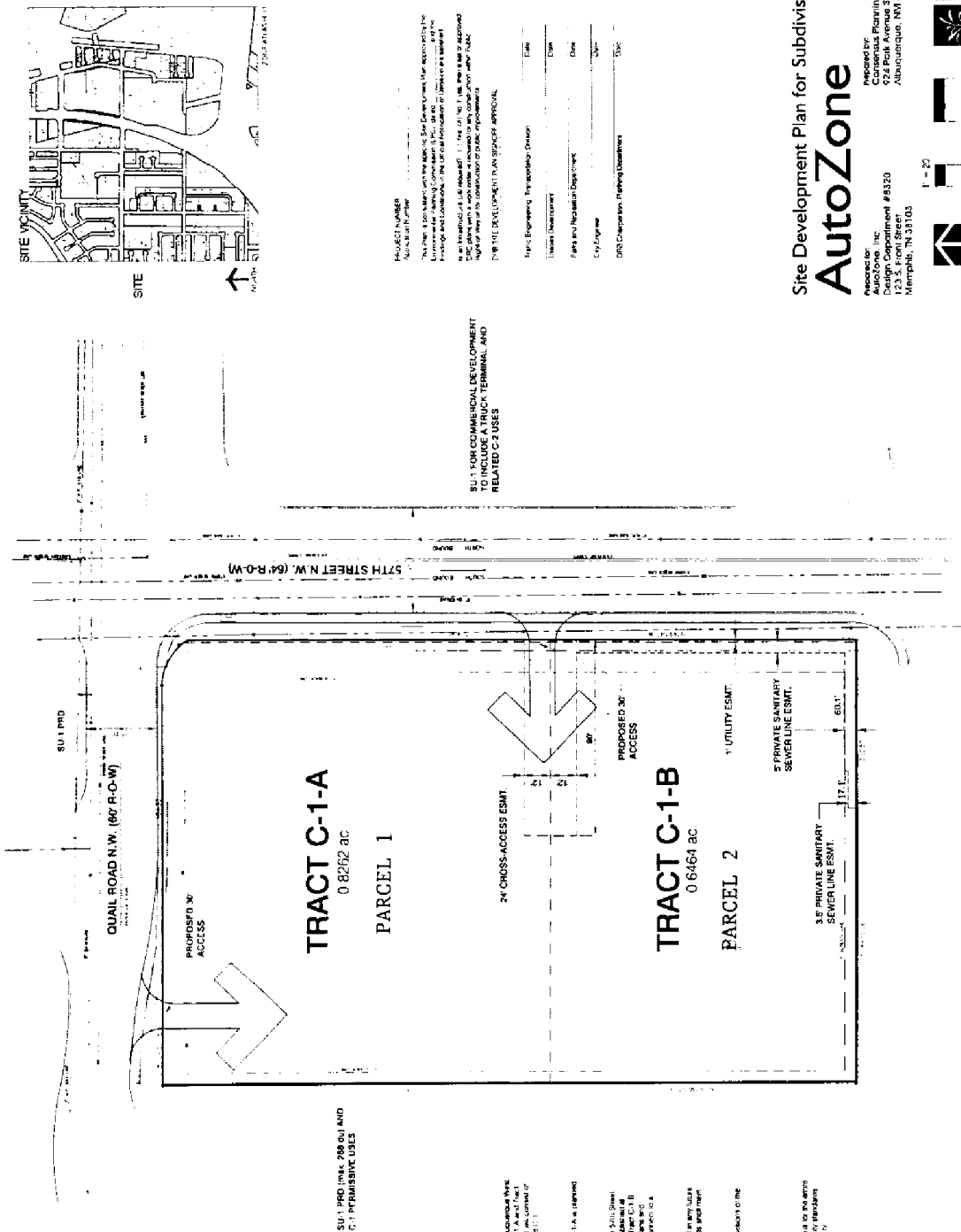
Description of Property Being Purchased by AutoZone Stores, Inc:

A portion of Tract C-1 Albuquerque West, Volume 97 C, Folio 232, to be designated as Tract C-1-A, being 0.8262 acres more or less and located at the Southwest corner of 57th Street and Quail Rd. in the City of Albuquerque, Bernalillo County New Mexico.



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Land Records Corp. FT ALB11532 BE 2005093386.009

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AutoZone

Prepared for:
AutoZone, Inc.
Design Department #8320
123 S. Front Street
Memphis, TN 38103

Prepared by:
Consensus Planning, Inc.
926 Park Avenue SW
Albuquerque, NM 87102

