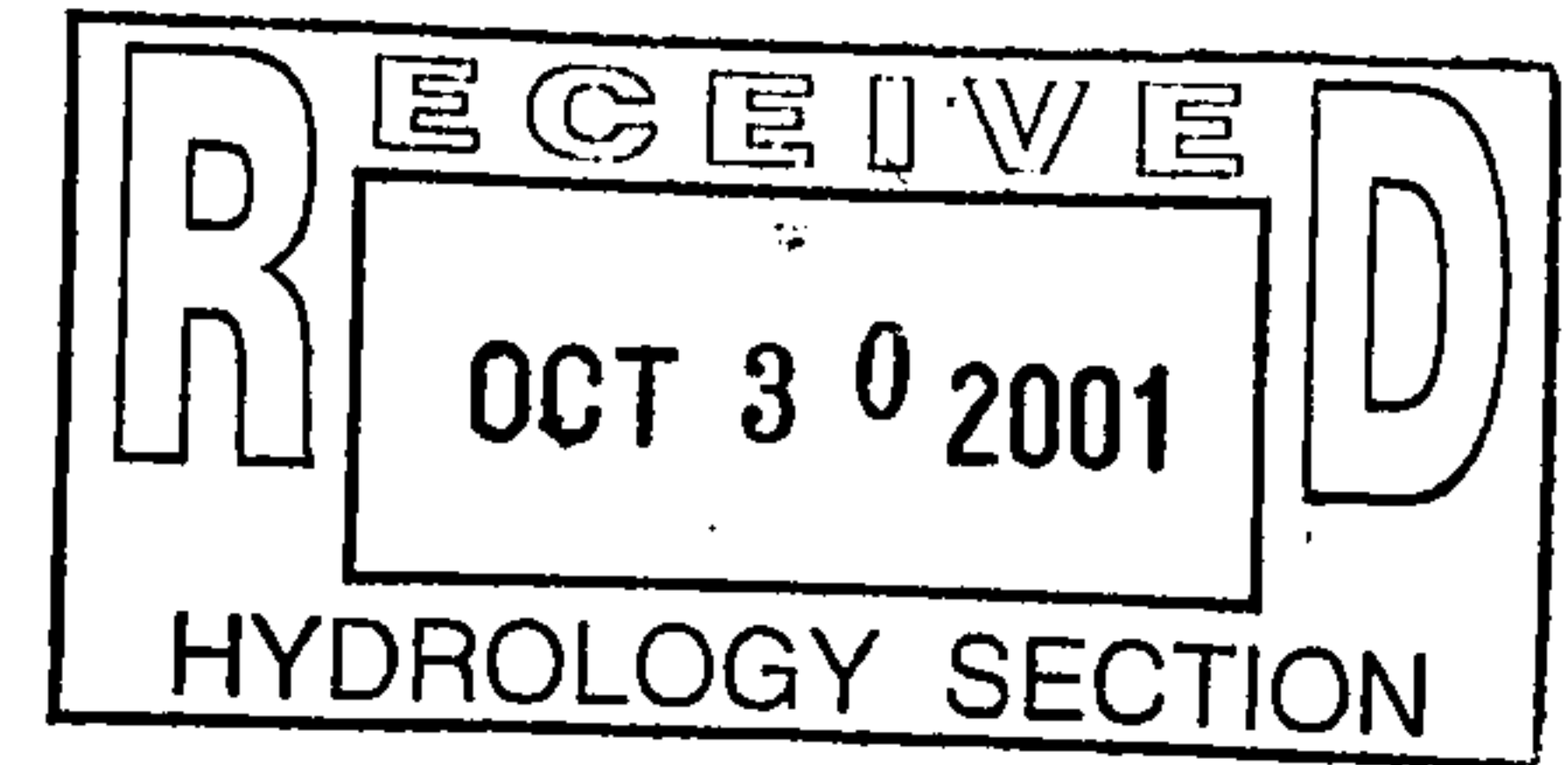


Schlegel Lewis Architects

October 22, 2001



Mr. Mike Zamora
City of Albuquerque
Traffic Division
P.O. Box 1293
Albuquerque, NM 87103

Re: 2600 Menaul NE (Applebee's Menaul)
Letter of Architectural Certification submitted for final Certificate of Occupancy

Dear Mr. Zamora,

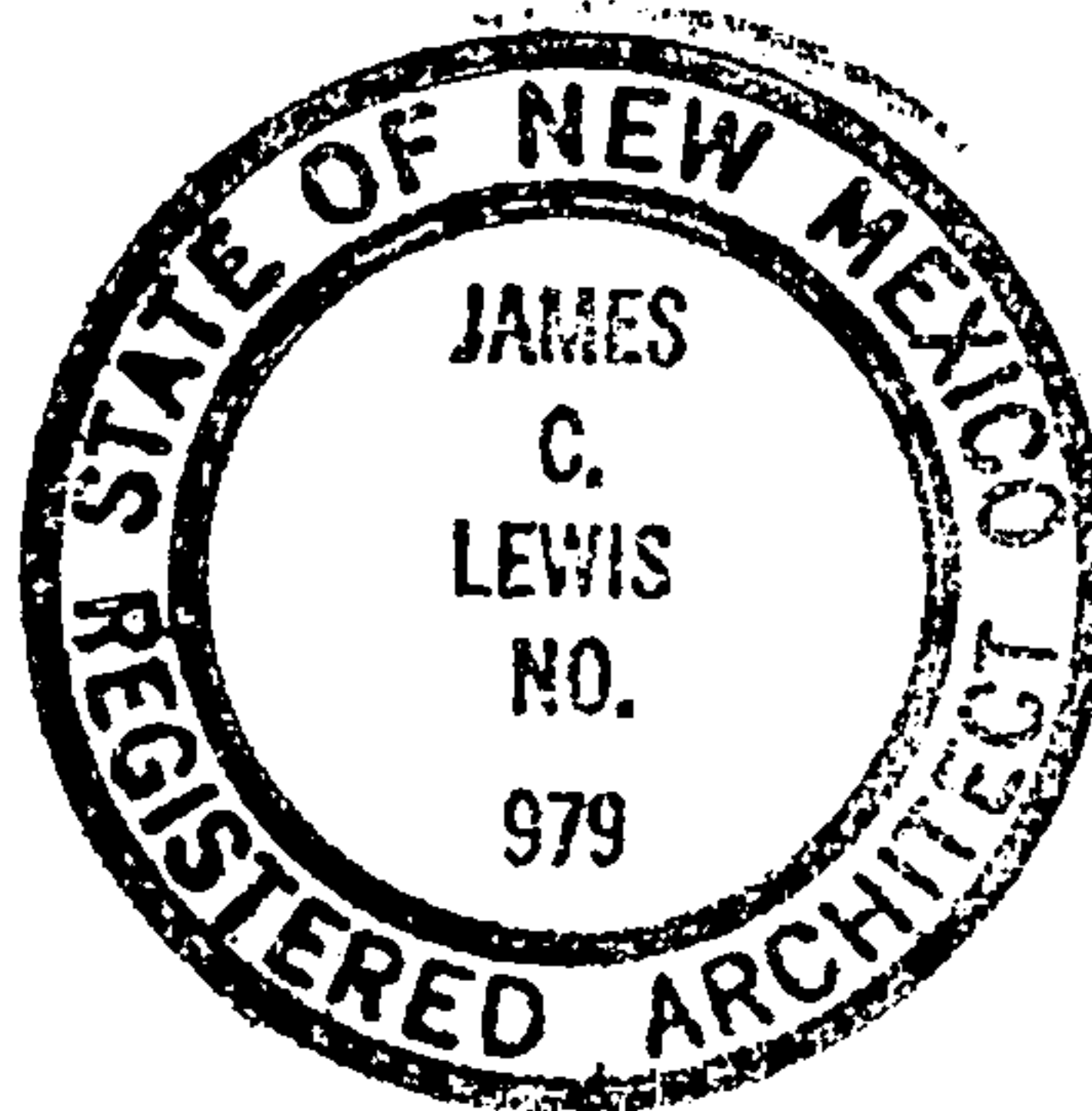
We have visited the above referenced site and to the best of our knowledge, the circulation areas, parking spaces, including HC spaces, sidewalks, ramps and landscaped areas are in general conformance with the approved site plan.

If you have any questions, please feel free to call our office at 247-1529.

Sincerely,

A stylized handwritten signature of James C. Lewis.

James C Lewis



jcl/dba



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Public Works Department
Transportation Development Services Section***

October 25, 2001

James C. Lewis, Registered Architect
Schlegel, Lewis Architects
1620 Central SE
Albuquerque, NM 87106

Re: Certification Submittal for Final Building Certificate of Occupancy for
Applebee's Restaurant, [K09 / D019]
2600 Menaul NE
Architect's Stamp Undated

Dear Mr. Lewis:

The TCL / Letter of Certification submitted is not sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). The TCL submitted was approved in error without the architect's stamp being signed and dated. Please place stamp, signed and dated on certification letter.

On all future submittals, both TCL and Letter of Certification should be stamped, signed, and dated.

Sincerely,

Mike Zamora
Commercial Plan Checker
Development and Building Services
Public Works Department

c: Terri Martin
Office File

MZ:gds



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Public Works Department
Transportation Development Services Section***

July 23, 2001

Phil Lightle, for James C. Lewis, Registered Architect,
SchlegelLewis Architects
1620 Central S.E.
Albuquerque, New Mexico 87106

Re: T.C.L. submittal for building permit approval for Applebee's,
2600 Menaul Blvd. N.E. [H16/D133,
Architect Stamp dated 7/10/2001.

Dear Mr. Lightle,

The location referenced above is not acceptable and requires modification to the Traffic Circulation Layout (T.C.L.) prior to Building Permit release as stated on the attached TCL checklist, and red-lined T.C.L. markup with comments.

Please resubmit revised T.C.L. after addressing typed and marked up comments.
Submit Plan along with typed comments and all red-lined, mark-up copies.

Sincerely,

Mike Zamora,
Commercial Plan Checker

cc:
Engineer
Hydrology File
Office File

TRAFFIC CIRCULATION LAYOUT CHECKLIST

SITE ADDRESS: 2600 Memorial Ave AGENT: Schlegel/Lewis Frick's DATE: 7/23/01
LEGAL DESCRIPTION: ? ZONE ATLAS PAGE: H-16

The Traffic Control Layout (TCL) is a basic Site Plan that contains information on all new and existing elements involved in the development of the site including: buildings, street widths, street sidewalks and curb & gutter, parking lot features, driveways, landscaped areas, lot lines and easement limits, etc. It will be reviewed prior to submittal of plans for a building permit. The TCL must be processed prior to submittal of plans for building permit. In most all cases the TCL must be certified by the designer-of-record prior to the issuance of a Certificate of Occupancy.

On all subsequent submittals, the design firm needs to complete and return the new *TRAFFIC CIRCULATION LAYOUT CHECKLIST* (Amendment To Come) provided, along with us of the DPM (Development Process Manual) to confirm required City standards. Also refer to previous TCL/Building Permit submittals (along with comments and markups) for past projects to avoid repeating errors and to help reduce the time required for plan review on subsequent TCL submittals. The first checklist has been completed by Transportation.

LEGEND-

- ✓ Item addressed on initial submittal
- Item not yet addressed by designer or plan checker
- Not Applicable

GENERAL INFORMATION REQUIRED:

- ✓ 1. TCL will be stamped, signed and dated by architect or engineer.
- ✓ 2. Street address of site - could be part of title block or Drainage Application sheet in Hydrology file.
- 3. Lot number/tract number on Drainage Information Sheet does not match most current City Zone Atlas description. Need current recorded plat for clarification.
- 4. Place note on TCL and Site Plan for Construction:

As required by Transportation Development Section, a copy of the approved TCL AS-BUILT will be submitted by the designer or acceptable representative party which includes a letter of certification stating the site has been constructed in accordance with the approved TCL. Verification of TCL acceptability, to include random field checks, will be made before a Final Certificate of Occupancy (C.O.) is issued. Please call this office to obtain temporary CO.

- 5. The plan review by Zoning could initiate a new review if original parking lot layout, approved by Transportation, needs to be altered.
- 6. Any Infrastructure work on city property, as part of this development, must be complete before issuance of CO. If work is not completed, Financial Guarantee must be on file with Design Review Office.
- 7. Encroachment agreements are needed when structures, fences, walls or items of equal conflict are within City property.
- 8. Drawing line work on Drainage and Landscape Plans must exactly match Site Plan.

SPECIFIC INFORMATION REQUIRED:

- ☒ 1. State Highway Department approval is required at locations where access is being taken from Highway Dept. roadways.
- ☒ 2. Overhead doors desired on site. Expectation by plan reviewer is that large wheel base (refuse/UPS) vehicle will be smallest vehicle to use doors. Refer to DPM for restrictions.
- ☒ 3. State the design vehicle to be used at rear of site.
- ☐ 4. Provide new and existing elements on TCL, properly labeled, and dimensioned. Show clear differentiation between existing construction and new improvements on TCL.
- ☒ 5. Indicate which buildings the permit will certify for parking improvements. If applicable, clearly differentiate future construction line type from new construction line type.
- ☐ 6. Any minor changes to TCL as required by Transportation and are acceptable by Hydrology, call out on Site Plan as such:
"INSPECTION OF CONSTRUCTION FOR CO, FOR TRANSPORTATION, WILL BE DONE FROM THIS SHEET."
- ☐ 7. Indicate transition from one surface type to the other on TCL, for example, ramps (include handicap (HC) ramps), concrete/asphalt, landscape area/ concrete, concrete / dirt, concrete /gravel, etc. Label each area or stipple to show varying surfaces, or equal.
- ☐ 8. Show, label and dimension position of all existing obstructions in sidewalks in City right-of-way.
- ☐ 9. Label stalls for small car parking as "COMPACT" or equal.
- ☐ 10. Minimum 5 foot width concrete sidewalk raised 6" above parking surface will be needed, when located at front of parking vehicles (min.20' long stall) adjacent to any building. Place sidewalk at other locations where landscape shrubbery is required, by Zoning, at front of stalls.
- ☒ 11. At HC parking area, HC ramp must be constructed as part of sidewalk and not part of parking area.
- ☒ 12. Restriping of parking stalls shall be called out, to be per City Standard.
- ☒ 13. For future reference and for this project, provide half width of all streets 40' wide and over on TCL. Also, on streets which will be used for Heavy Commercial traffic accessing site. On major streets, include median and openings, if existing and if not, show traffic lanes on developer's side of street, up to and including middle turn lane.
- ☒ 14. Alley limits must be 20-foot width
- ☒ 15. City standard paved roadway must be constructed in alley, along the entire lot frontage from point of access into alley from street at either end of alley.
- ☒ 16. Construct alley entrance per City Std. Detail Dwg. 2428. Width of entrance will be a minimum of 24 feet when the development is the first lot on the block, and access to proposed parking is taken thorough the alley.

Rev. 3/12/01

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Menaul Applebees ZONE MAP/DRG. FILE #: H-16/D133
 DRB #: _____ EPC#: _____ WORK ORDER#: _____
 LEGAL DESCRIPTION: Order of Survey TRACT A-2 Sandia Foundation -
 CITY ADDRESS: 2600 Menaul NE A.M.A.F. CA. Subdivision Section 10
 ENGINEERING FIRM: Mark Goodwin & Assoc. CONTACT: Amy Driscoll
 ADDRESS: P.O. Box 90606 PHONE: 828-220
 CITY, STATE: ABQ NM ZIP CODE: 87199
 OWNER: Applebees Intl CONTACT: Jim Francis
 ADDRESS: 4551 W. 107th St Suite 100 PHONE: 913-967-4000
 CITY, STATE: Overland Park KS ZIP CODE: 66207
 ARCHITECT: Schlegel Lewis CONTACT: Phil Lightle
 ADDRESS: 1620 Central St PHONE: 247-1521
 CITY, STATE: ABQ NM ZIP CODE: 87106
 SURVEYOR: ALDRICH Land Survey CONTACT: Tim Aldrich
 ADDRESS: P.O. Box 30701 PHONE: 884-6234
 CITY, STATE: ABQ NM ZIP CODE: 87107
 CONTRACTOR: SJS CONTACT: Mike Kerr
 ADDRESS: 3535 Princeton NE PHONE: 884-6234
 CITY, STATE: ABQ NM ZIP CODE: 87107

TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION
- ☐ CLOMR/LOMR
- ☒ OTHER T.C.L.

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

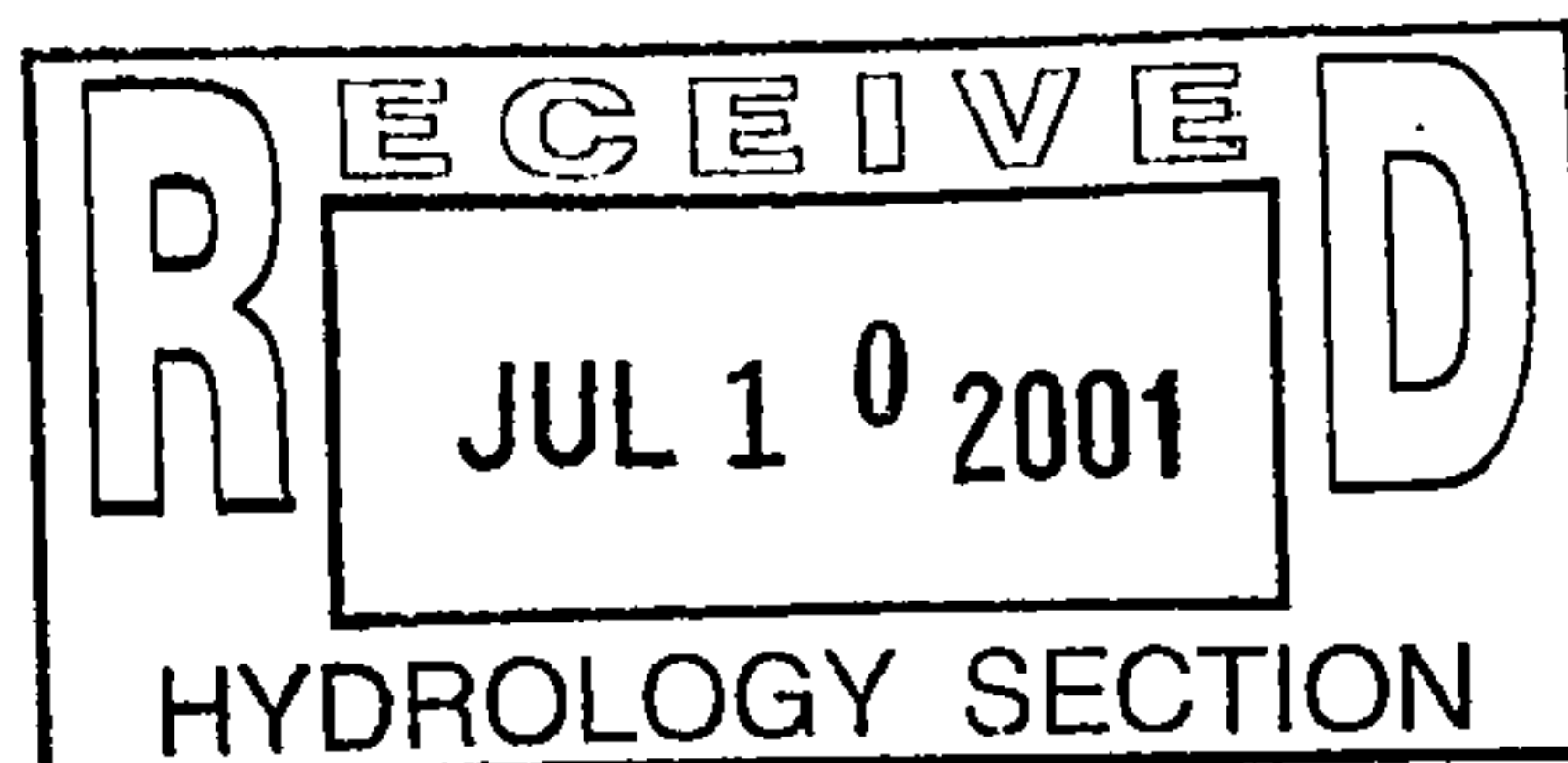
- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY APPROVAL
- ☐ GRADING PERMIT APPROVAL
- ☐ PAVING PERMIT APPROVAL
- ☐ WORK ORDER APPROVAL
- ☒ OTHER (SPECIFY) T.C.L.

DATE SUBMITTED: 7/10/01

BY: [Signature]

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of 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

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

May 10, 2001

Gregory J. Krenik, P.E.
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

Attn: Amy L. Driscoll

**RE: APPLEBEE'S, MENAUL & VASSAR NE (H16-D133). GRADING AND DRAINAGE
PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED
MAY 1, 2001.**

Dear Mr. Krenik:

Based on the information provided in your May 1, 2001 submittal, the above referenced project is approved for Building Permit.

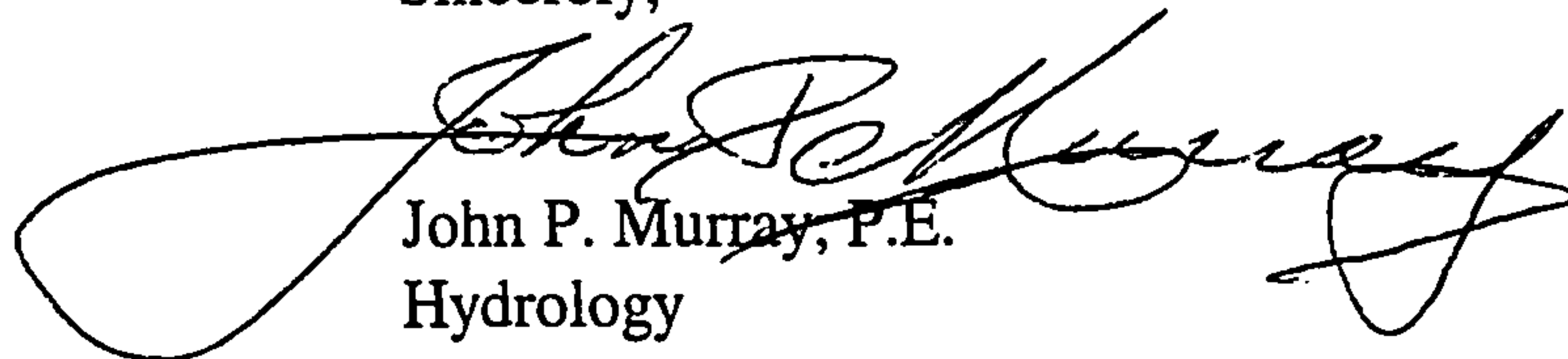
The drainage easement between the hotel and restaurant should be executed prior to issuance of the Building Permit itself. Note states concrete channel is 7.5 feet wide; detail says varies.

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

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

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,


John P. Murray, P.E.
Hydrology

c: Terri Martin
✓ File

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Applebee's - Menaul & Vassar ZONE ATLAS#: H-16 / D133
DRB#: _____ EPC# _____ WORKORDER#: _____
LEGAL DESCRIPTION: Tract A-2, Sandia Foundation, AMAFCA Subdivision
CITY ADDRESS: Menaul & Vassar

ENGINEERING FIRM:	<u>Mark Goodwin & Associates, PA</u>	CONTACT:	<u>Amy L. Driscoll</u>
ADDRESS:	<u>P.O. Box 90606, Albuquerque, NM 87199</u>	PHONE:	<u>828-2200</u>
OWNER:	<u>Applebee's of New Mexico</u>	CONTACT:	<u>Jim Francis</u>
ADDRESS:	<u>4551 W. 107th St., Overland Park, KA 66207</u>	PHONE:	<u>(913) 967-4097</u>
ARCHITECT:	<u>Schlegel Lewis Architects</u>	CONTACT:	<u>Jim Lewis</u>
ADDRESS:	<u>1620 Central Ave. SE, Albuquerque, NM 87106</u>	PHONE:	<u>247-1529</u>
SURVEYOR:	<u>Aldrich Land Surveying</u>	CONTACT:	<u>Tim Aldrich</u>
ADDRESS:	<u>P.O. Box 30701, Albuquerque, NM 87190</u>	PHONE:	<u>884-1990</u>
CONTRACTOR:	_____	CONTACT:	_____
ADDRESS:	_____	PHONE:	_____

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

☐ YES
☒ NO
☐ COPY PROVIDED

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
☐ CERTIFICATION OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER
☐ RELEASE OF FINANCIAL GUARANTY
☐ TRAFFIC CIRCULATION LAYOUT

RECEIVED
MAY 01 2001
HYDROLOGY SECTION

DATE SUBMITTED: 5/1/01

BY: Amy L. Driscoll

Amy L. Driscoll

D. Mark Goodwin and Associates, P.A.
Consulting Engineers

P.O. Box 90606 ♦ Albuquerque, NM 87199
(505) 828-2200 ♦ (505) 797-9539 fax
e-mail: dmg@swcp.com

LETTER OF TRANSMITTAL

TO: CoA DATE: 5/1/01
HYDROLOGY
RE: APPLEBEE'S
MENALL + VASSAR

We are sending:

1 DRAINAGE MFD SHEET
1 DRAINAGE REPORT

☒ For your approval ☐ For your information
☐ As you requested ☐ For your comments

☐ Pre-Design Meeting

NOTES: _____

RECEIVED
MAY 01 2001
HYDROLOGY SECTION

Project Engineer _____

SIGNED: _____

[Handwritten signature]



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Public Works Department
Transportation Development Services Section***

November 5, 2001

Schlegel Lewis Architects
1620 Central SE
Albuquerque, NM 87106

Re: Certification Submittal for Final Building Certificate of Occupancy for
Applebee's Menaul, [H16 / D133]
2600 Menaul NE

To whom it may concern:

The TCL / Letter of Certification submitted is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to Building and Safety and final C.O. has been logged in by Vicki Chavez in the Building Safety Section downstairs.

Sincerely,

Mike Zamora
Commercial Plan Checker
Development and Building Services
Public Works Department

c: Terri Martin, Hydrology/
Office File

MZ:gds

DRAINAGE INFORMATION SHEET

(REV. 11/01/2001)

H-16/8 133

PROJECT TITLE: Applebees Menaul ZONE MAP/DRG. FILE #: H-16
DRB #: EPC#: WORK ORDER#:

LEGAL DESCRIPTION: Tract 4-2 Sandra Foundation - A.M.A.F.L.A. Sub Sec 10
CITY ADDRESS: 2600 Menaul NE

ENGINEERING FIRM:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

OWNER: Applebees
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

ARCHITECT: Schlegel Lewis Architects
ADDRESS: 1620 Central SE
CITY, STATE: ABQ NM

CONTACT:
PHONE: 247-1529
ZIP CODE: 87106

SURVEYOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

CONTRACTOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

CHECK TYPE OF SUBMITTAL:

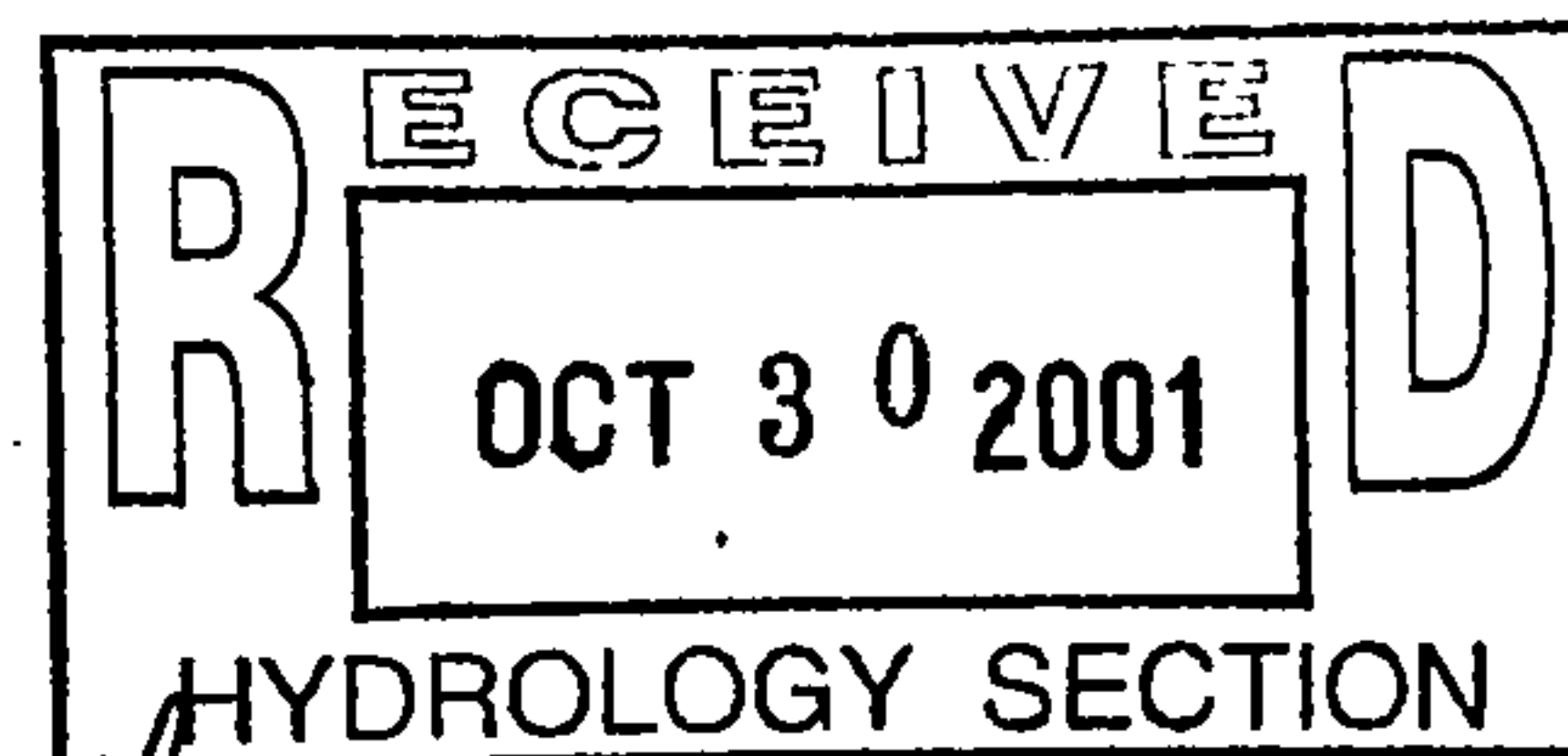
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

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

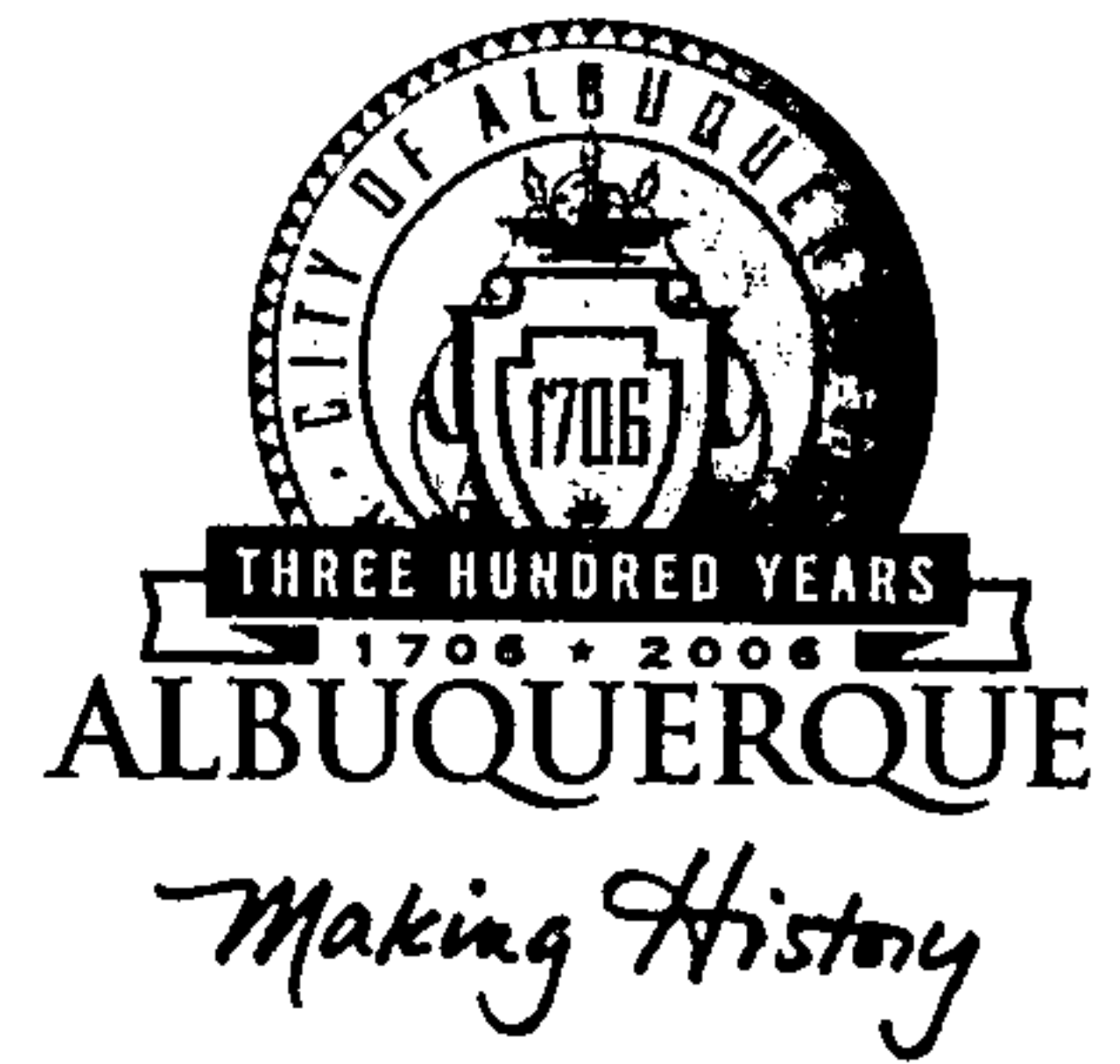


DATE SUBMITTED: 10/30/01 BY: [Signature]

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of 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
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5)
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or

CITY OF ALBUQUERQUE



December 10, 2004

Amy Niese, P.E.
Mark Goodwin & Associates, PA
P.O. Box 90606
Albuquerque, NM 87199

**Re: Applebee's at Menaul and Vassar, 2600 Menaul Blvd NE, Grading and
Drainage Plan**

Engineer's Stamp dated 10-27-04 (H16-D133)

Dear Ms. Niese,

Based upon the information provided in your submittal received 10-27-04, the above referenced plan is approved for Paving Permit and Grading Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology. Upon completion of the project, please provide an Engineer Certification for our files.

P.O. Box 1293

Albuquerque

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

New Mexico 87103

www.cabq.gov

Sincerely,

Kristal D. Metro
Engineering Associate, Planning Dept.
Development and Building Services

C: file

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

H-16/D133

PROJECT TITLE:	Applebee's on Menaul near Vassar - <u>Paving</u>	ZONE MAP/DRG #:	H-16
DRB#:		EPC #:	
LEGAL DESCRIPTION:	Tract A-2 Sandia Foundation, AMAFCA Subdivision		
CITY ADDRESS:	<u>2600 Menaul Bd. N.E.</u>		
ENGINEERING FIRM:	Mark Goodwin & Associates, PA	CONTACT:	Amy L. D. Niese, PE
ADDRESS:	PO Box 90606	PHONE:	828-2200
CITY, STATE:	Albuquerque, NM	ZIP CODE:	87199
OWNER:	Applebee's of New Mexico	CONTACT:	Jim Francis
ADDRESS:	4551 West 107 th St,	PHONE:	(913) 967-4097
CITY, STATE:	Overland Park, KA	ZIP CODE:	66207
ARCHITECT:		CONTACT:	
ADDRESS:		PHONE:	
CITY, STATE:		ZIP CODE:	
SURVEYOR:	Aldrich Land Surveying	CONTACT:	Tim Aldirch
ADDRESS:	P.O. Box 30701	PHONE:	884-1990
CITY, STATE:	Albuquerque, NM	ZIP CODE:	87190-0701
CONTRACTOR:		CONTACT:	
ADDRESS:		PHONE:	
CITY, STATE:		ZIP CODE:	

CHECK TYPE OF SUBMITTAL:

- | | |
|-------------------------------------|--|
| ☐ | DRAINAGE REPORT |
| ☒ | DRAINAGE PLAN 1 ST SUBMITTAL, req. 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) |
| ☐ | ENGINEER'S CERTIFICATION (TCL) |
| ☐ | ENGINEER'S 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) <u>~~PAVING~~</u> |

WAS A PRE-DESIGN CONFERENCE ATTENDED?

- | | |
|-------------------------------------|---------------|
| ☐ | YES |
| ☒ | NO |
| ☐ | COPY PROVIDED |

DATE SUBMITTED:

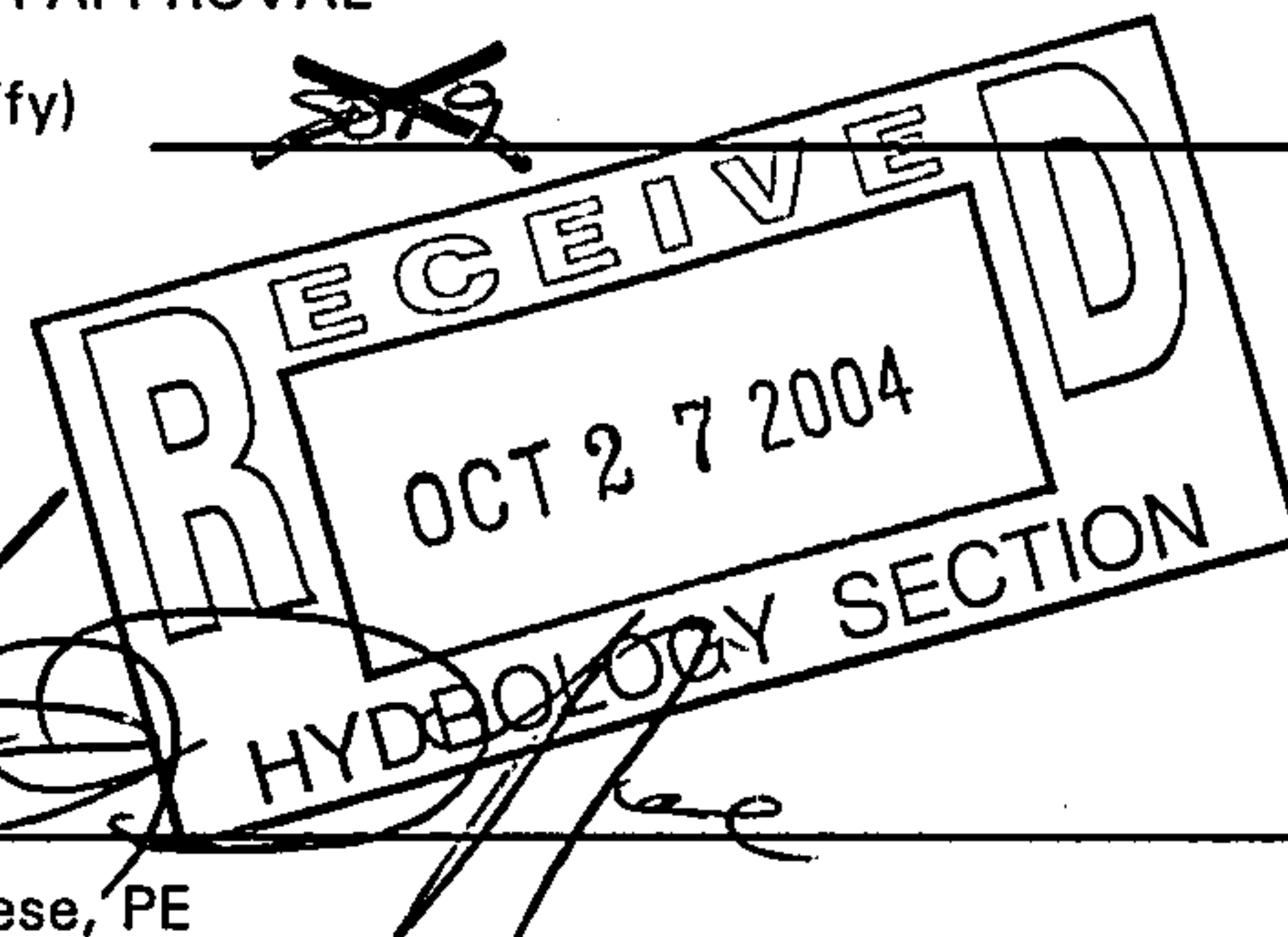
10/27/04

BY:

Amy L. D. Niese, PE

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of 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.



1882 d Albq Title Downtown

PRIVATE DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is entered into effective the 22nd day of June, 2001, by and between **HPT SUITE PROPERTIES TRUST**, a Maryland real estate investment trust ("HPT"), **GLEN ROCK HOLDING CORP.**, a Delaware corporation ("GRHC") and **SHOLODGE, INC.**, a Tennessee corporation ("SHOLODGE").

WHEREAS, HPT is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract A-1 of the Plat of Tracts A-1 and A-2 (formerly Tract A), Sandia Foundation - AMAFCA Subdivision, Section 10, Township 10 North, Range 3 East, N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on August 26, 1999, in Plat Book 99C, page 247.

("Tract A-1"); and

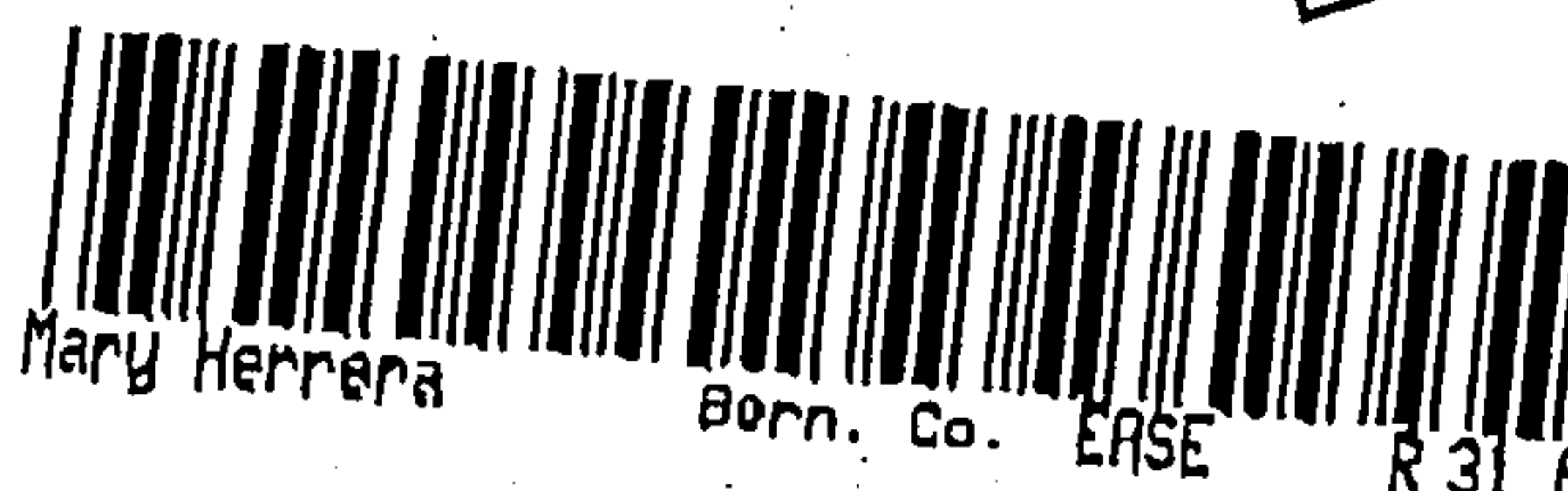
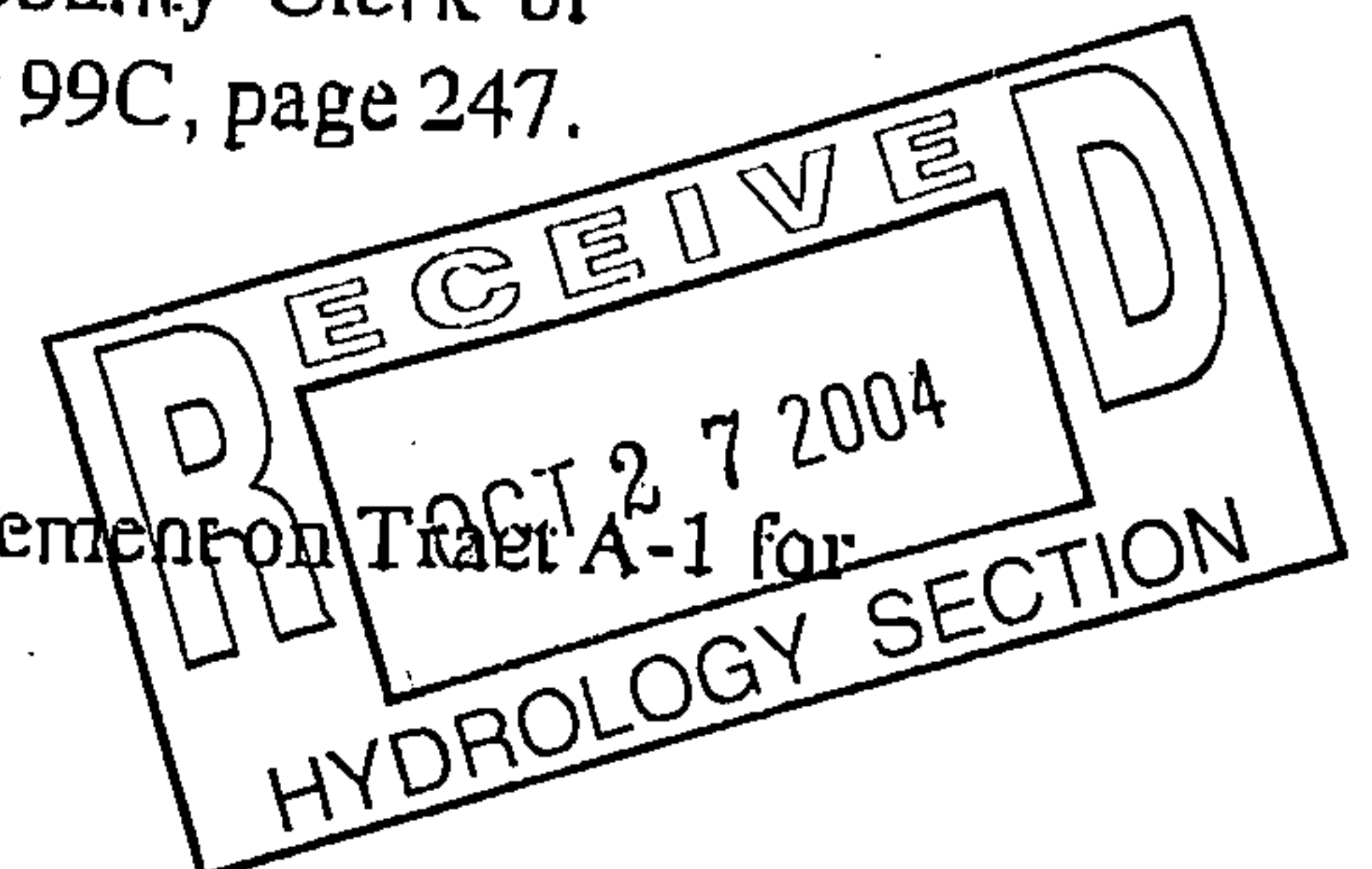
WHEREAS, GRHC is the holder of a leasehold interest in Tract A-1 (the holder of such leasehold interest in Tract A-1 is hereafter referred to as the "Tenant"); and

WHEREAS, SHOLODGE is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract A-2 of the Plat of Tracts A-1 and A-2 (formerly Tract A), Sandia Foundation - AMAFCA Subdivision, Section 10, Township 10 North, Range 3 East, N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on August 26, 1999, in Plat Book 99C, page 247.

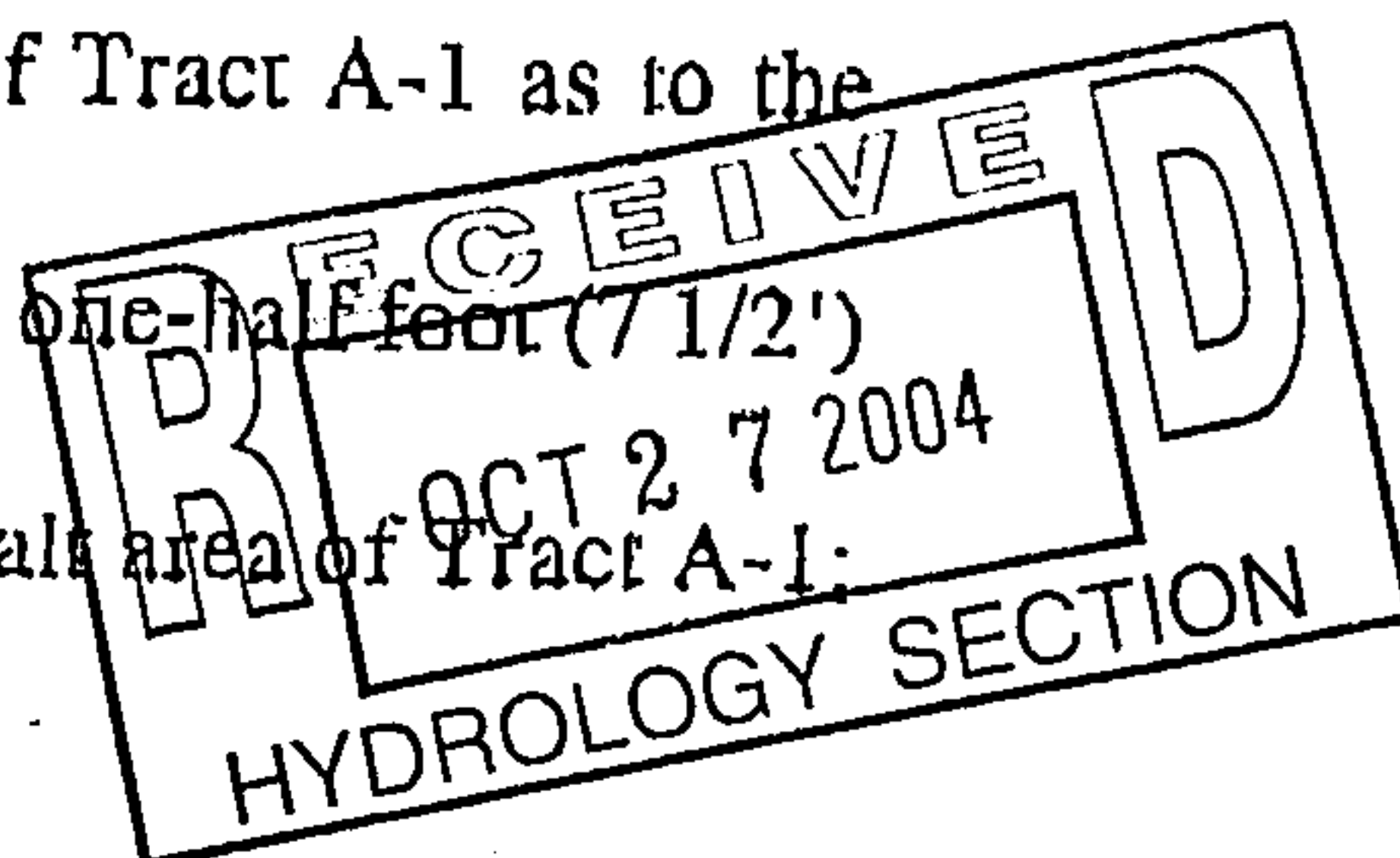
("Tract A-2"); and

WHEREAS, the parties desire to provide for a private drainage easement on Tract A-1 for the benefit of Tract A-2.



NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

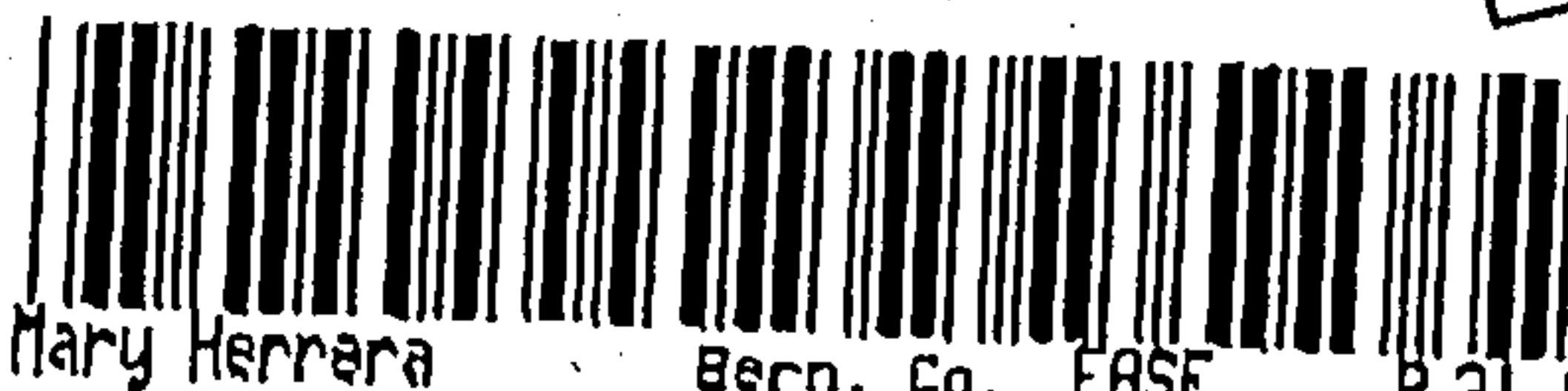
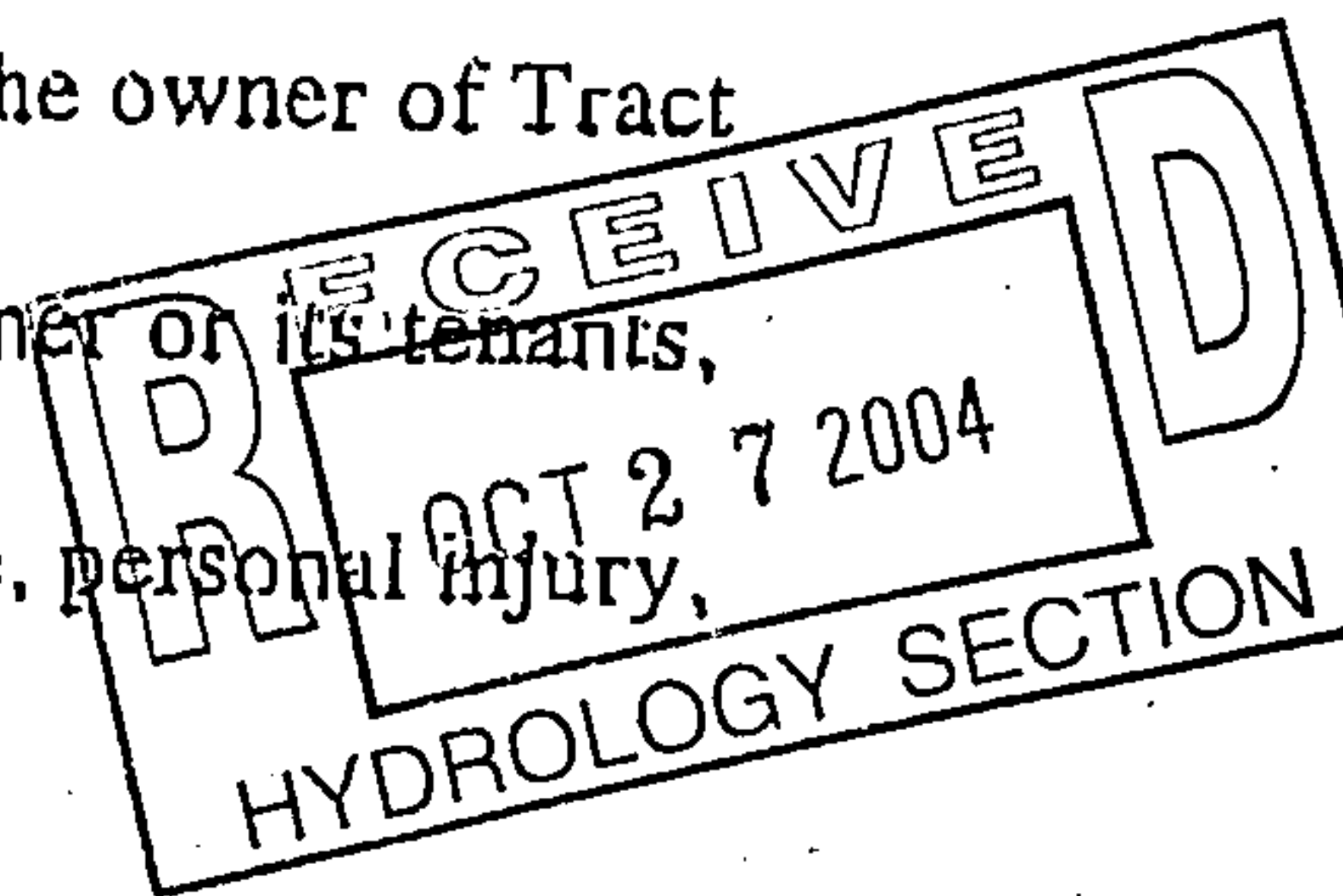
1. HPT hereby grants SHO LODGE, its successors and assigns, for the benefit of Tract A-2, a permanent non-exclusive private drainage easement in, over, upon and across the portion of Tract A-1 more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference ("Drainage Easement").
2. The Drainage Easement shall be limited to surface drainage from Tract A-2 at such time as the temporary pond currently existing on Tract A-2 is no longer permitted by the City of Albuquerque to accept drainage from Tract A-1 and Tract A-2.
3. At such time as the temporary pond currently existing on Tract A-2 is no longer permitted by the City of Albuquerque to accept drainage from Tract A-1 and Tract A-2, the owner of Tract A-2, at its sole cost and expense, shall construct within the Drainage Easement a seven and one-half foot (7 1/2') wide concrete channel from the boundary of Tract A-2 to the existing asphalt located on Tract A-1 as shown on Exhibit "A" hereto and a six foot (6') concrete channel from the existing asphalt located on Tract A-1 to Menaul Boulevard as shown on Exhibit "A" attached hereto. Thereafter, the owner of Tract A-1 shall maintain such concrete channels and asphalt areas, and the costs for maintaining the Drainage Easement after the water from Tract A-2 commences draining across Tract A-1 shall be borne: (a) by the owner of Tract A-1 as to the asphalt areas on Tract A-1; (b) by the owner of Tract A-2 as to the seven and one-half foot (7 1/2') wide concrete channel which will run diagonally from Tract A-2 to the asphalt area of Tract A-1;



and (c) equally by the owners of Tract A-1 and Tract A-2 as to the six foot (6') concrete channel from the asphalt area on Tract A-1 diagonally to the right-of-way for Menaul Boulevard.

4. Any owner entitled to be reimbursed by the other owner pursuant to the provisions of this Agreement may bill such other owner for its proportionate share of the repair and maintenance costs and expenses as allocated herein. All amounts so billed shall be payable within thirty (30) days of the date the bill is received. All such bills shall be in reasonable detail and indicate the scope of the work performed, the total costs involved and the proportionate share thereof for which reimbursement is being sought. Upon request by the recipient of such bill, the owner seeking reimbursement shall provide such additional information as may be necessary or desirable to determine the accuracy of the bill submitted. Upon the failure of the recipient of such bill to pay its proportionate share of the costs and expenses for which reimbursement is being sought within thirty (30) days following receipt of such bill, or, if applicable, receipt of such additional information, the amount owed shall bear interest at fifteen percent (15%) per annum or, if less, the highest rate allowed by law until paid.

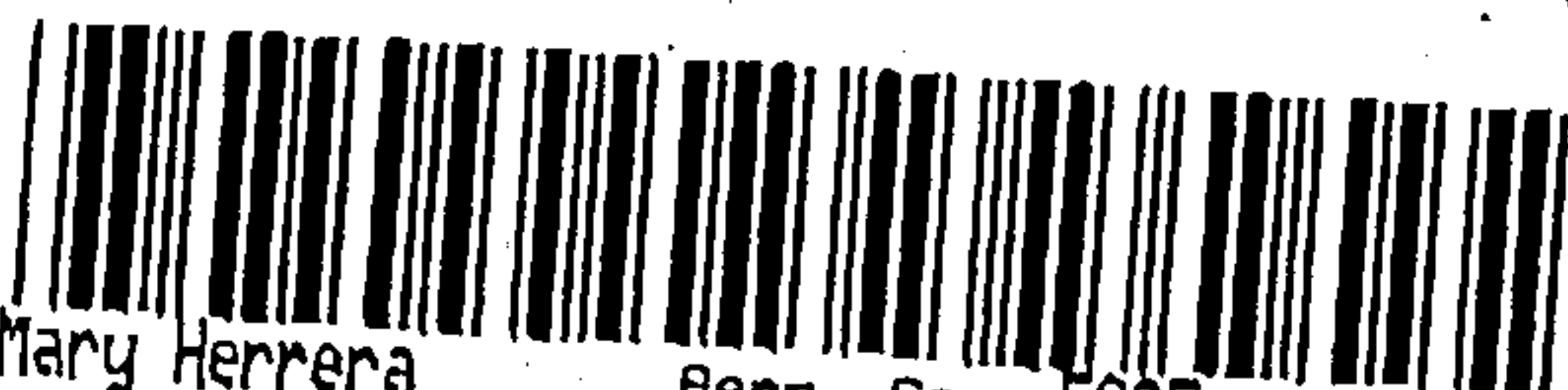
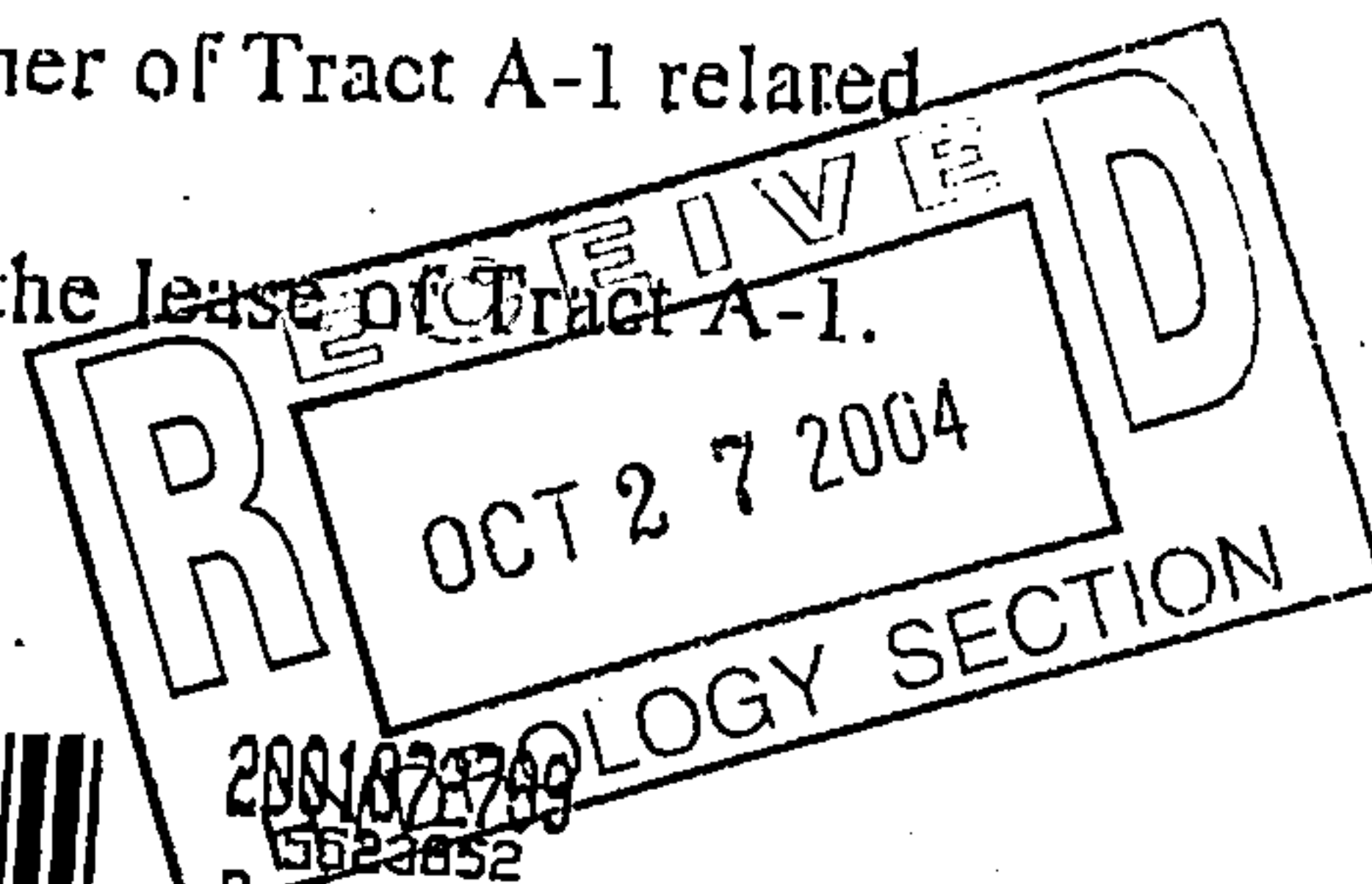
5. The owner of Tract A-2 shall indemnify and hold the owner of Tract A-1 and the Tenant harmless from and against any and all losses, costs (including, without limitation, court costs), liabilities, actions, causes of action, suits, claims, demands, expenses (including, without limitation, reasonable attorneys' fees) and damages of any kind and nature whatsoever resulting or arising from the use or exercise of the rights granted in this Agreement by the owner of Tract A-2 or its tenants or the invitees, agents, employees or customers of such owner or its tenants, including, without limitation, any of the foregoing in connection with loss of life, personal injury,



damage to property or any combination of the foregoing; provided, however, that the owner of Tract A-2 shall have no obligation to defend, indemnify and hold the owner of Tract A-1 and the Tenant harmless from and against any losses, costs, liabilities, actions, causes of action, suits, claims, demands, expenses or damages arising from the negligence or willful misconduct of the owner of Tract A-1 or its tenants (including the Tenant), or invitees, agents, employees or customers of such owner or its tenants.

6. To the extent, if at all, §56-7-1 N.M.S.A. 1978 is applicable to this Agreement, no indemnity obligation provided in this Agreement will extend to any liability, claims, damages, losses or expenses, including attorney's fees, relating to the construction, installation, alteration, modification, repair, maintenance, servicing, demolition, excavation, drilling, reworking, grading, paving, clearing, site preparation or development of any real property or of any improvement on, above or under real property and arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee, or (ii) the giving or the failure to give directions or instructions by the indemnitee, or the agents or the employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

7. GRHC hereby approves of the granting of the Drainage Easement and agrees that the Tenant shall be responsible for all maintenance obligations of the owner of Tract A-1 related to the Drainage Easement created by this Agreement during the term of the lease of Tract A-1.



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Mary Herrera

Bern. Co. EASE

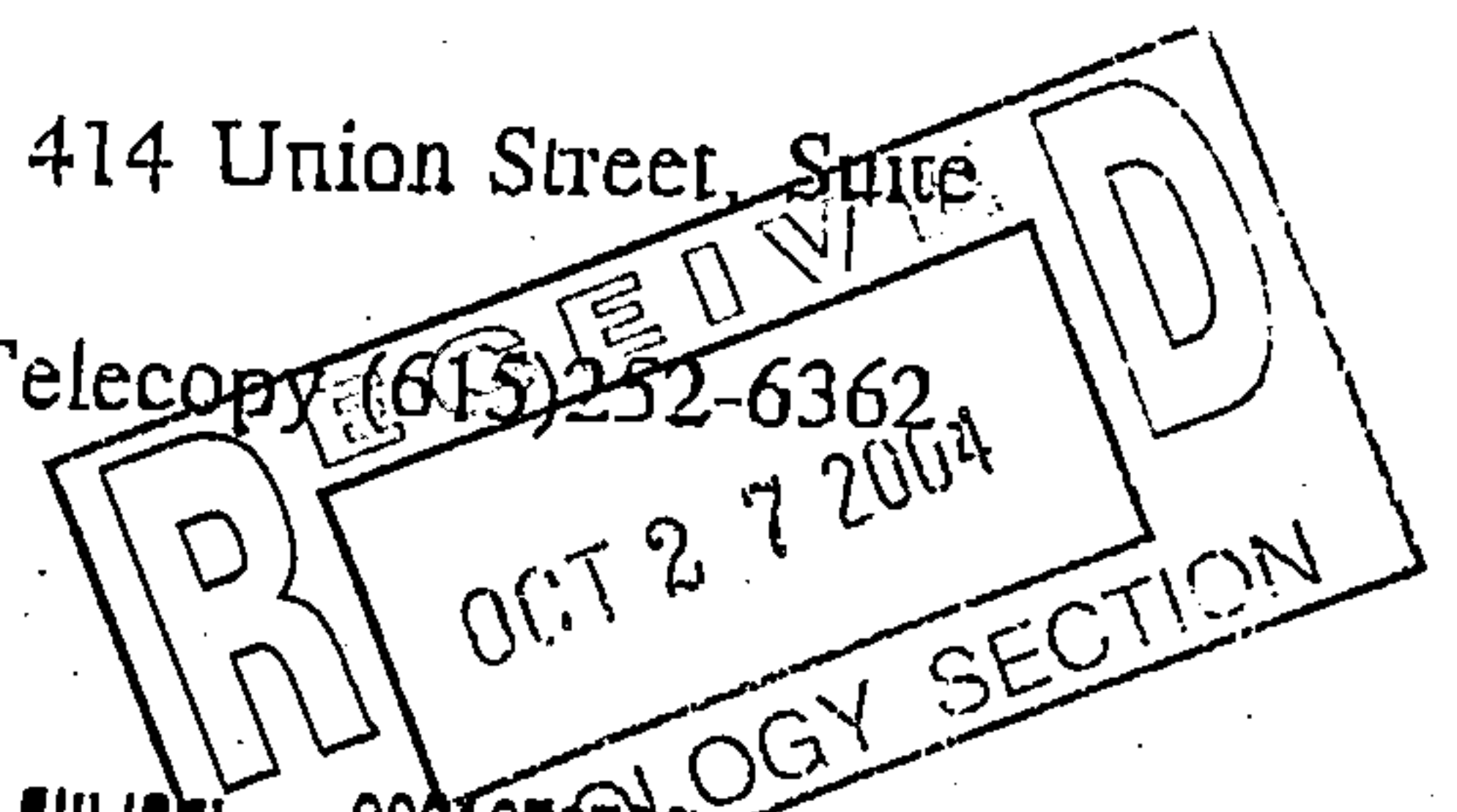
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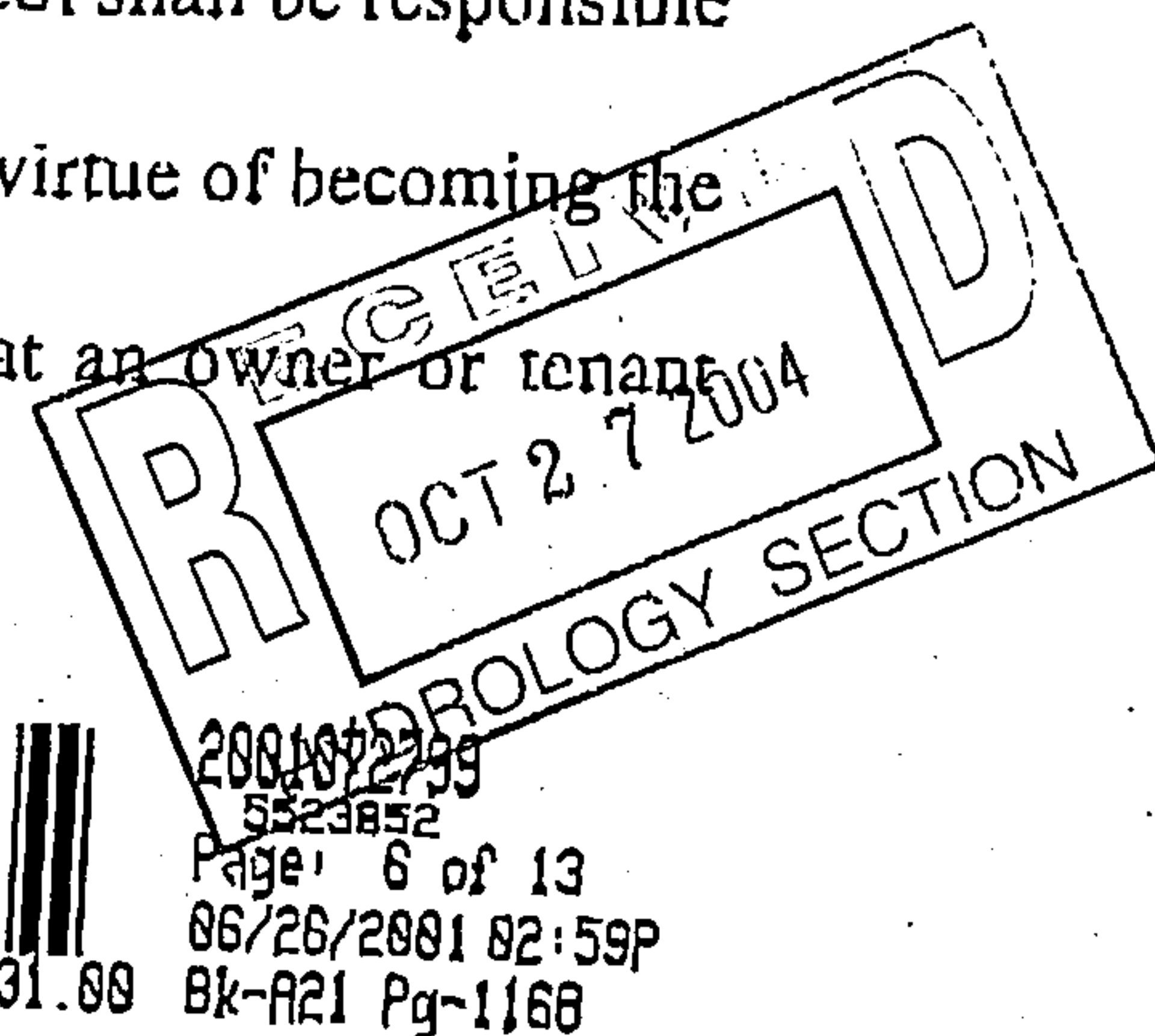
8. All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by facsimile (with a copy sent by United States first class mail, postage prepaid). All notices requested herein to be sent to the owner of Tract A-1 shall be sent to HPT Suite Properties Trust, 400 Centre Street, Newton, Massachusetts 02458, Attn: Mr. John G. Murray, Telecopy (617) 969-5730, or such other address as the owner of Tract A-1 may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by such owner in accordance with such procedure, with a copy to Sullivan & Worcester LLP, One Post Office Square, Boston, Massachusetts 02109, Attn: Elizabeth S. Wigon, Telecopy (617) 338-2880. All notices required herein to be sent to the Tenant shall be sent to Glen Rock Holding Corp., 700 Route 46 East, Fairfield, New Jersey 07004, Telecopy (973) 882-7635, or such other address as the Tenant may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by the Tenant in accordance with such procedure, with a copy to Prime Law Department, 700 Route 46 East, Fairfield, New Jersey 07004, Attn: Joseph Bernadino, Esq., Telecopy (973) 882-1787. All notices required herein to be sent to the owner of Tract A-2 shall be sent to Sholodge, Inc., 130 Maple Drive North, Hendersonville, Tennessee 37075, Telecopy (615) 264-1758, or such other address as the owner of Tract A-2 may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by such owner in accordance with such procedure, with a copy to Boulton, Cummings, Connors & Berry, PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, Attn: Patrick L. Alexander, Esq., Telecopy (615) 252-6362.



Any such notice, to the extent same has been properly addressed, shall be deemed to be delivered upon the earlier to occur of (i) actual receipt (which in the case of mail shall be evidenced by the date of receipt set forth on the return receipt statement and in the case of facsimile shall be upon receipt by the sender of confirmation of receipt by the addressee) or (ii), if applicable, five (5) days after the notice has been deposited in the United States mail in accordance with the provisions of this paragraph. Each such owner or the Tenant shall have the right to change its address for the receipt of notices required herein (i) by giving the other owner or the Tenant notice of the new address in accordance with the terms of this paragraph and (ii) by specifying the new address in an instrument recorded in the office of the County Clerk of Bernalillo County, New Mexico, in both cases at least fifteen (15) days prior to such new address becoming effective.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors-in-title.

10. Each covenant and undertaking in this Agreement shall run with the land. From and after the conveyance (whether fee simple title or leasehold interest) of all or a portion of Tract A-1 or Tract A-2, as applicable by the then current owner or tenant thereof, as applicable, such then current owner or tenant, as applicable, shall be released from duties or obligations under this Agreement to the extent of the Tract or portion thereof conveyed, and the transferee acquiring title (whether fee simple title or leasehold interest) to such Tract or portion thereof shall be responsible for such duties and obligations arising from and after such conveyance by virtue of becoming the owner or tenant of the Tract or portion thereof; provided, however, that an owner or tenant

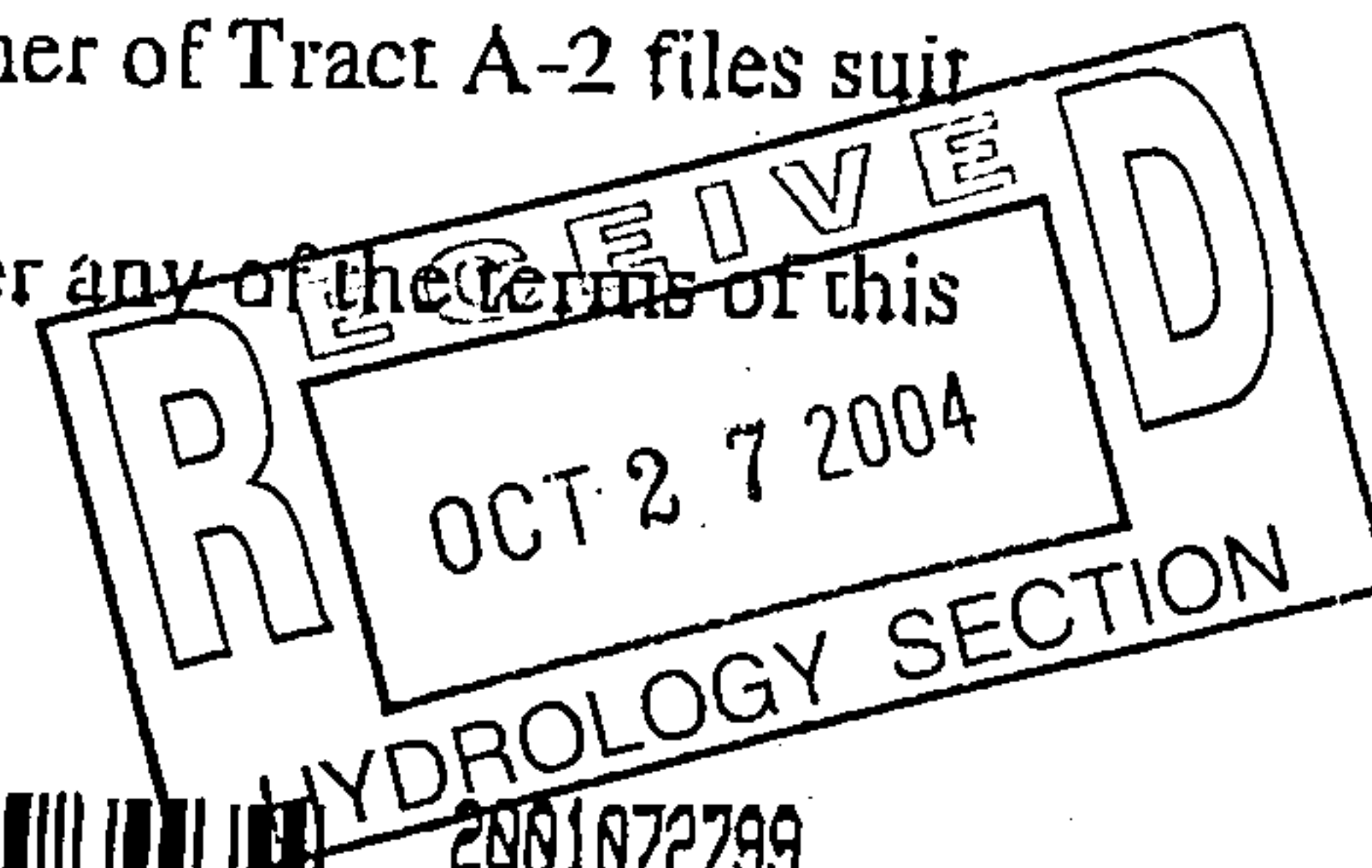


transferring title (whether fee simple or leasehold interest) to all or a portion of Tract A-1 or Tract A-2, as applicable, shall not be released from any liability, damage or other claims resulting from such owner's or tenant's failure to comply with its duties and obligations under this Agreement prior to such conveyance or based upon an event which occurred prior to such conveyance.

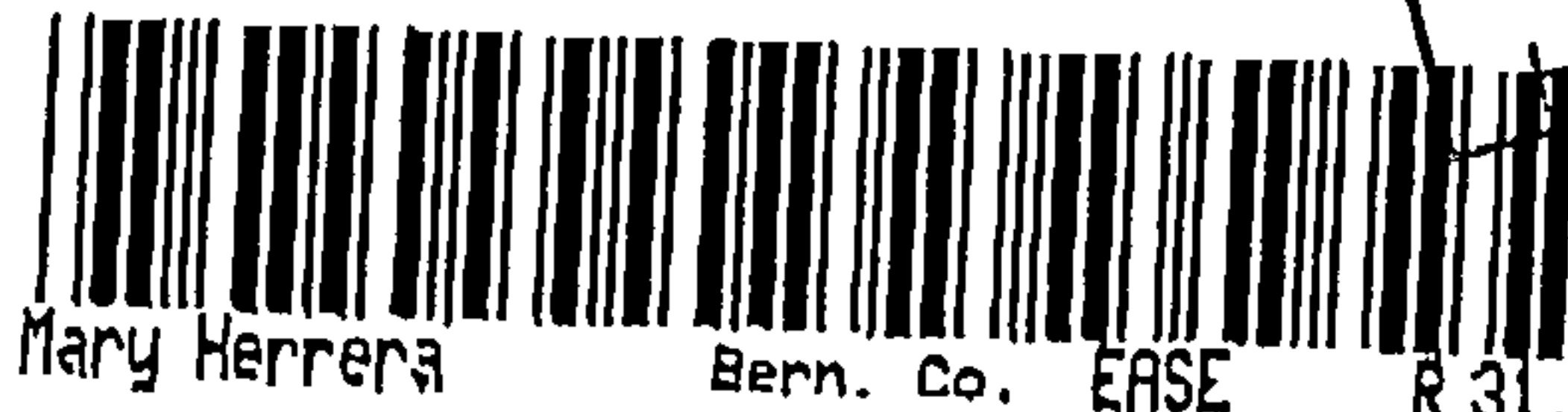
11. In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision hereof. No amendment to this Agreement and no waiver of any right hereunder shall be binding upon the owner of Tract A-1, the Tenant or the owner of Tract A-2 unless such amendment or waiver is in writing and signed by the owner of Tract A-1, the Tenant and the owner of Tract A-2. No failure of the owner of Tract A-1, the Tenant or the owner of Tract A-2 to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms herewith, shall constitute a waiver of said right or power, or of the right of the owner of Tract A-1, the owner of Tract A-2 or the Tenant, as applicable, to demand exact compliance with the terms hereof. Time is of the essence of this Agreement.

12. Nothing contained herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the owner of Tract A-1, the Tenant and the owner of Tract A-2.

13. In the event the owner of Tract A-1, the Tenant or the owner of Tract A-2 files suit to enforce the performance of or obtain damages caused by a default under any of the terms of this



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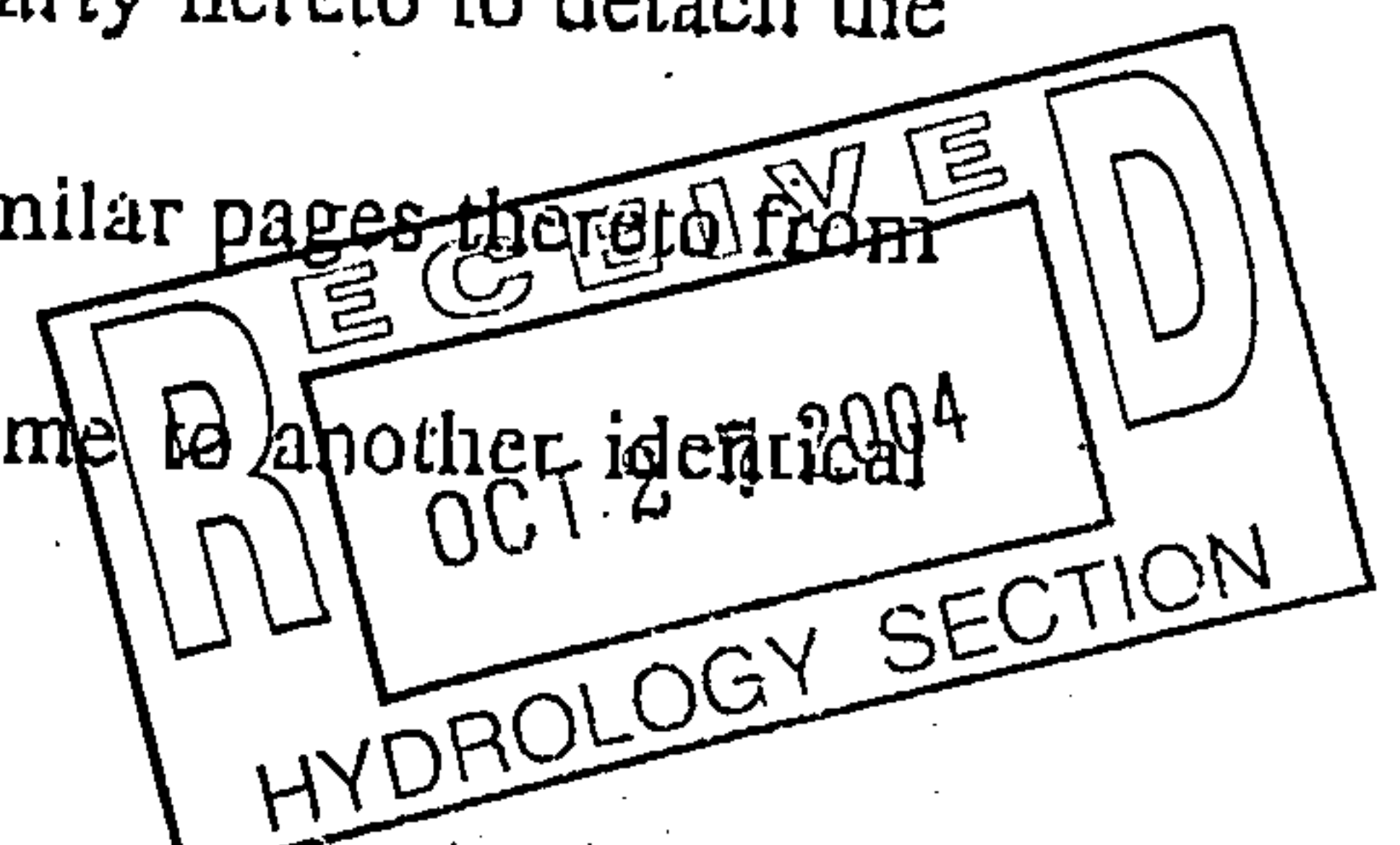
Agreement, the owner of Tract A-1, the Tenant or the owner of Tract A-2 against whom a judgment is rendered shall pay the reasonable attorneys' fees of the non-prevailing party or parties.

14. In the event of any violation or threatened violation of any provision of this Agreement by any owner or its tenants (including the Tenant), invitees, employees, agents or customers, or the invitees, employees, agents or customers of such tenants, the other owner or tenant (including the Tenant), as applicable, shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

15. The captions of this Agreement are for convenience only and do not constitute a part of the provisions hereof.

16. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association or other business arrangement.

17. This instrument may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this instrument may be executed by one or more of the parties hereto, and some different counterparts or copies executed by other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto ("Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs any other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jural or similar pages therefrom the counterpart or copy hereof executed by Signing Party and affix same to another identical counterpart or copy hereof.



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Mary Herrera

Bern. Co. ERSE

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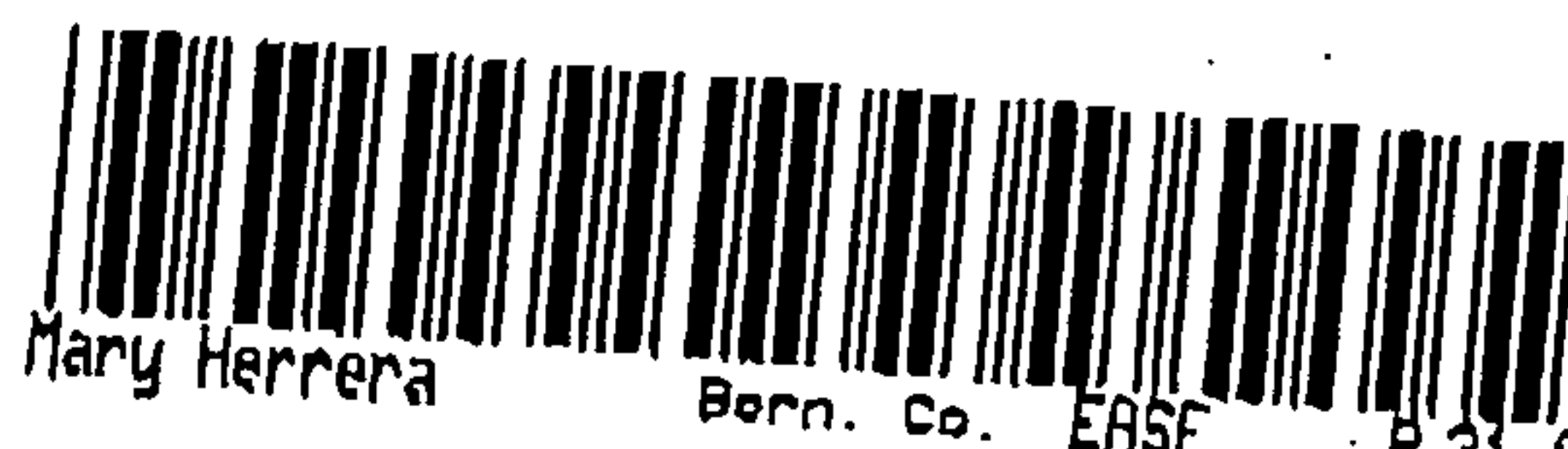
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counterpart or copy hereof such that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one counterpart or copy hereof to which are attached signature pages containing signatures of all parties hereto together with any such acknowledgment, attestation, witness, jurat or similar pages relating thereto.

18. The declaration of trust establishing HPT, a copy of which, together with all amendments thereto (the "Declaration"), is duly filed with the Department of Assessments and Taxation of the State of Maryland, provides that the name "HPT Suite Properties Trust" refers to the Trustees under the Declaration collectively as Trustees, but not individually or personally, and no trustee, officer, shareholder, employee or agent of HPT shall be held to any personal liability, jointly or severally, for any obligation of, or claim against, HPT. All persons dealing with HPT, in any way, shall look only to the assets of HPT for the payment of any sum or the performance of any obligation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective the date first hereinabove set forth.

SEE SEPARATE SIGNATURE AND NOTARY PAGES ONE, TWO AND THREE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.



Barn. Co. EASE

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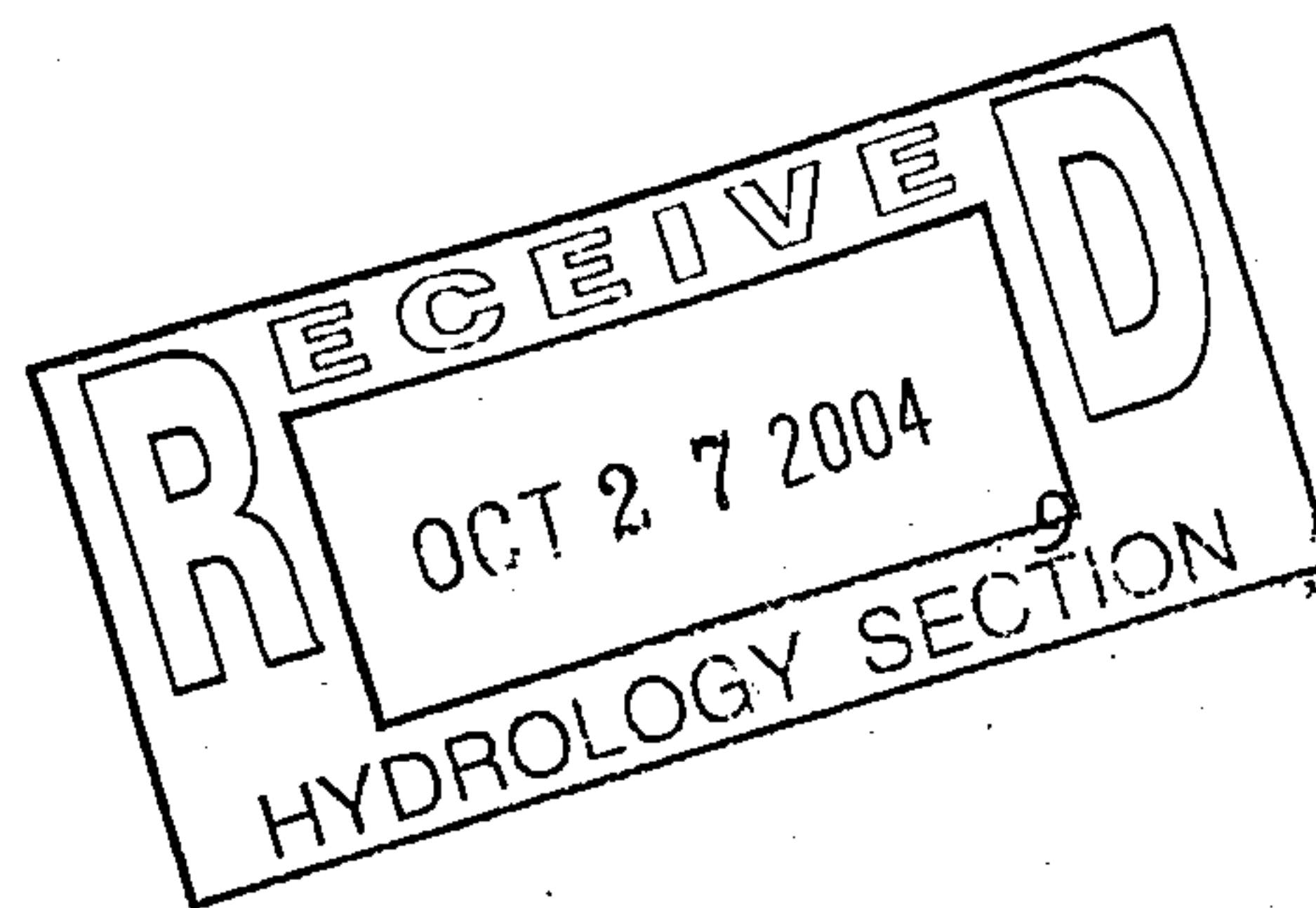
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SIGNATURE AND NOTARY PAGE ONE TO
PRIVATE DRAINAGE EASEMENT AGREEMENT
DATED JUNE 22, 2001

HPT SUITE PROPERTIES TRUST,
a Maryland real estate investment trust

By: John A. Murray
Its: President

Commonwealth
STATE OF Massachusetts
COUNTY OF Middlesex

This instrument was acknowledged before me on June 22, 2001, by John G. Murray, President of HPT SUITE PROPERTIES TRUST, a Maryland real estate investment trust.

MY COMMISSION EXPIRES:
07/27/01

Dorcas A. Vozzella
NOTARY PUBLIC.



Mary Herrera

Bern. Co. EASE

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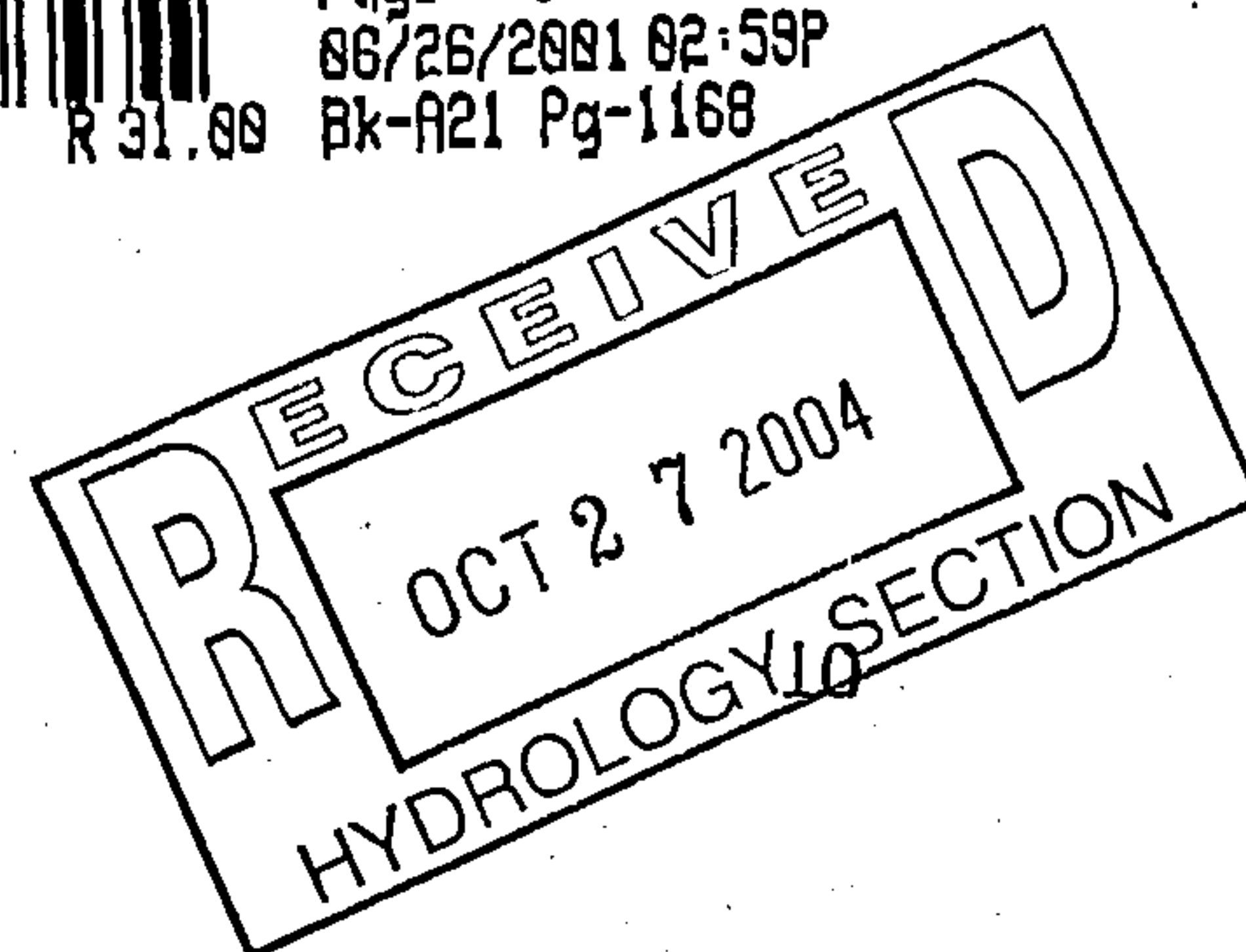
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SIGNATURE AND NOTARY PAGE TWO TO
PRIVATE DRAINAGE EASEMENT AGREEMENT

DATED JUNE 22, 2001

GLEN ROCK HOLDING CORP.,
a Delaware corporation

By: *[Signature]*

Its: President

STATE OF New Jersey

COUNTY OF Essex

This instrument was acknowledged before me on June 15th, 2001, by Douglas Vicari, President of GLEN ROCK HOLDING CORP., a Delaware corporation.

MY COMMISSION EXPIRES: _____

Patricia Lipowsky
NOTARY PUBLIC

PATRICIA LIPOWSKY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 9, 2004



Mary Herrera

Barn. Co. EASE

R 31.00

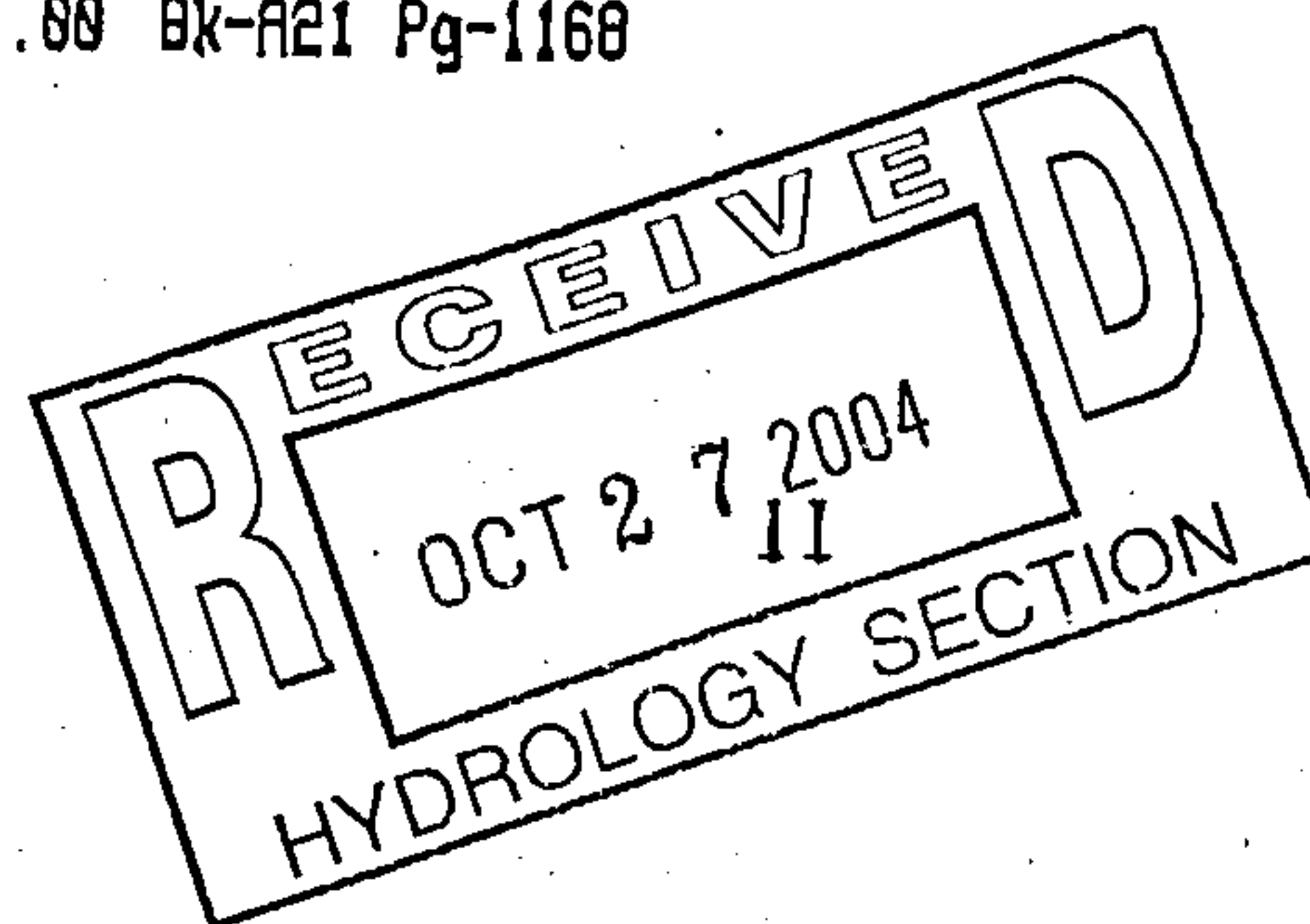
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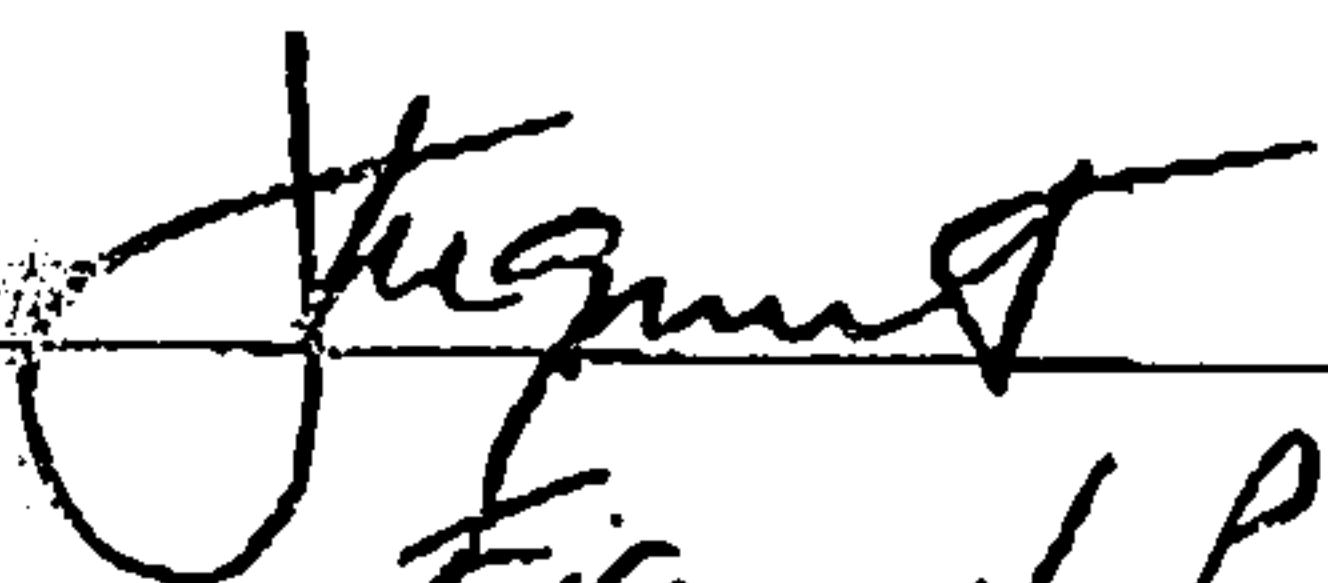
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SIGNATURE AND NOTARY PAGE THREE TO
PRIVATE DRAINAGE EASEMENT AGREEMENT
DATED JUNE 22, 2001

SHO LODGE, INC., a Tennessee corporation

By: 
Its: Exec. V.P.

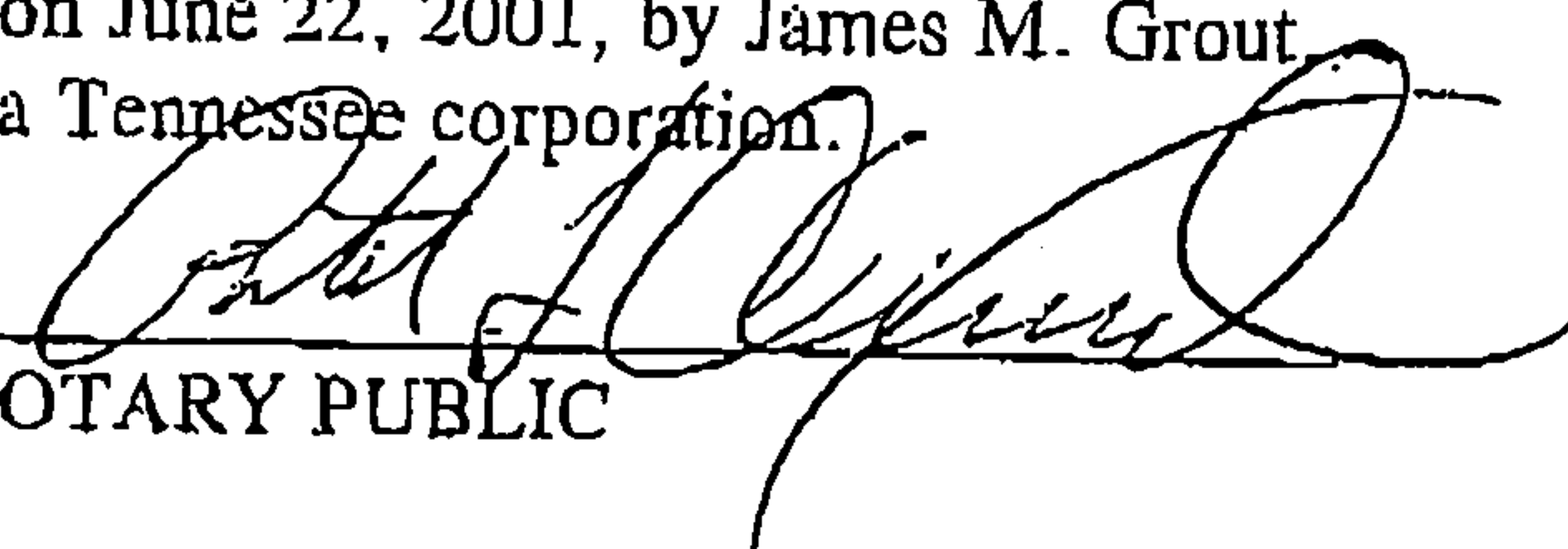
STATE OF TENNESSEE)

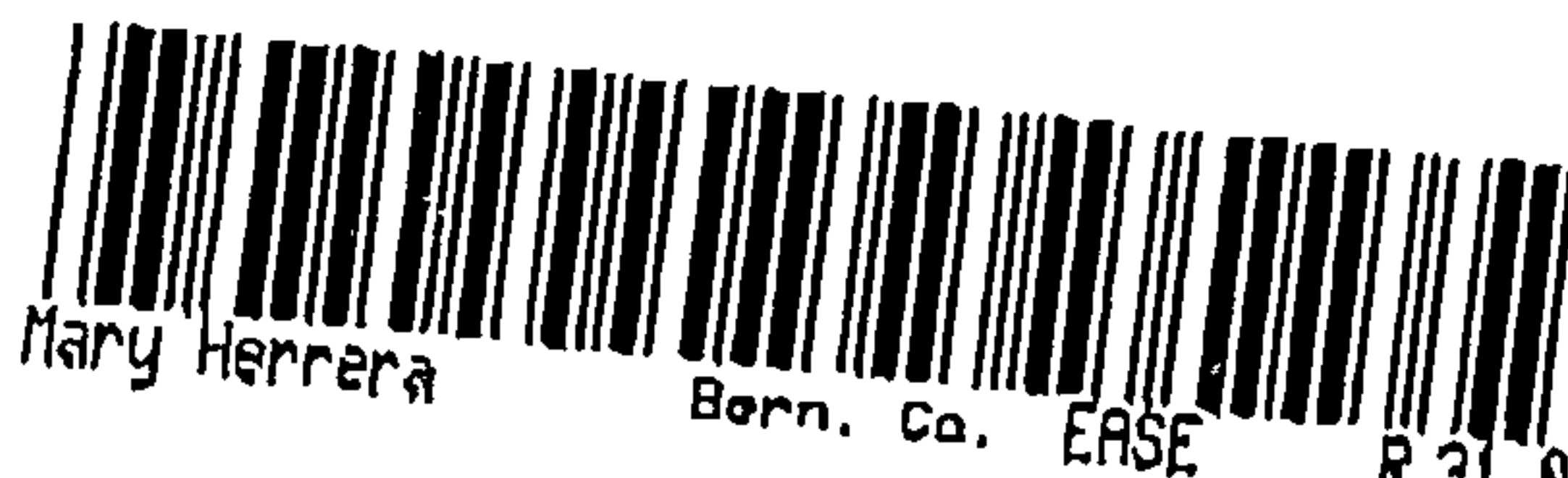
COUNTY OF DAVIDSON)

This instrument was acknowledged before me on June 22, 2001, by James M. Grout,
Executive Vice President of SHO LODGE, INC., a Tennessee corporation.

MY COMMISSION EXPIRES:

November 27, 2004


NOTARY PUBLIC



Mary Herrera

Born. Co. EASE

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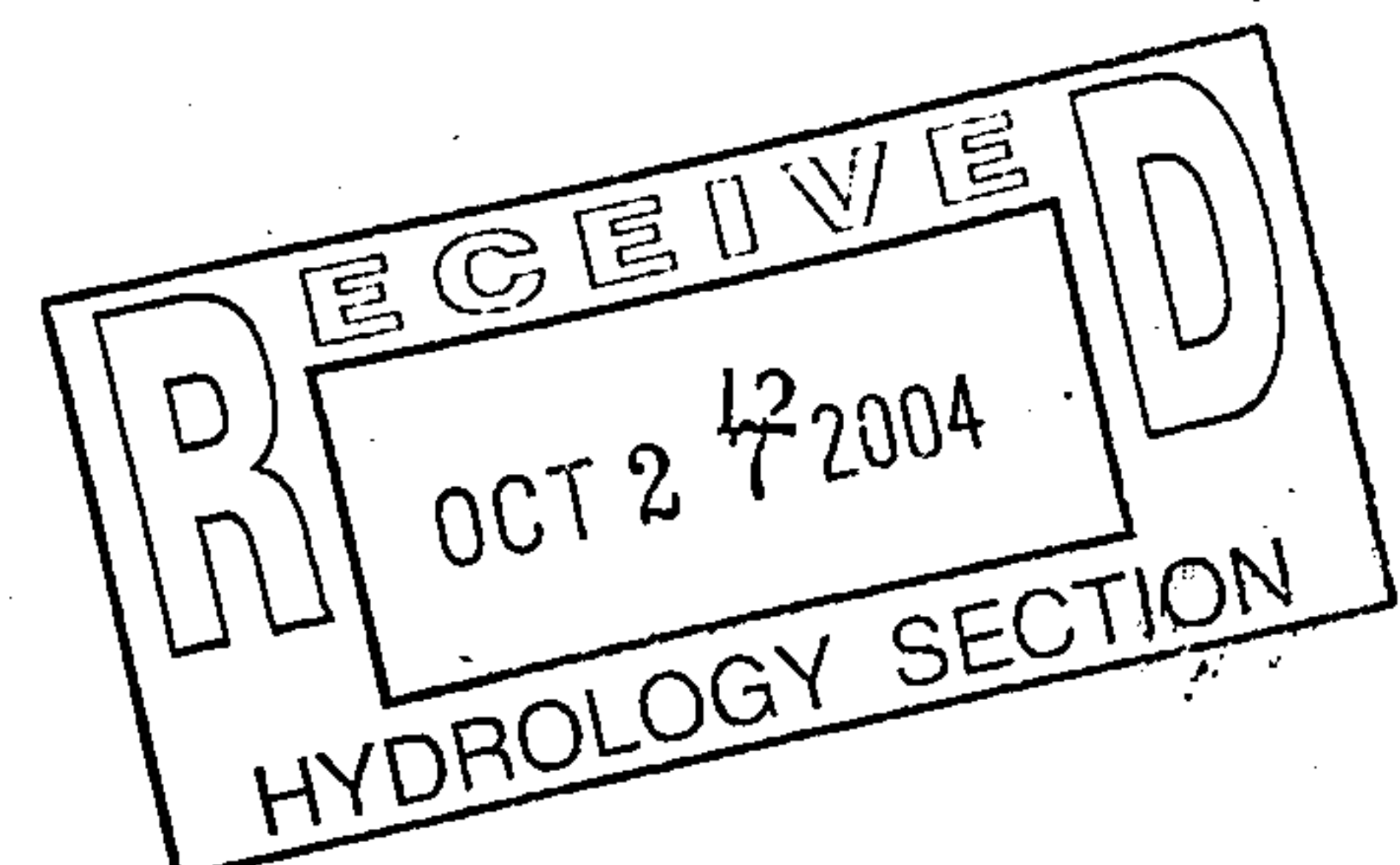
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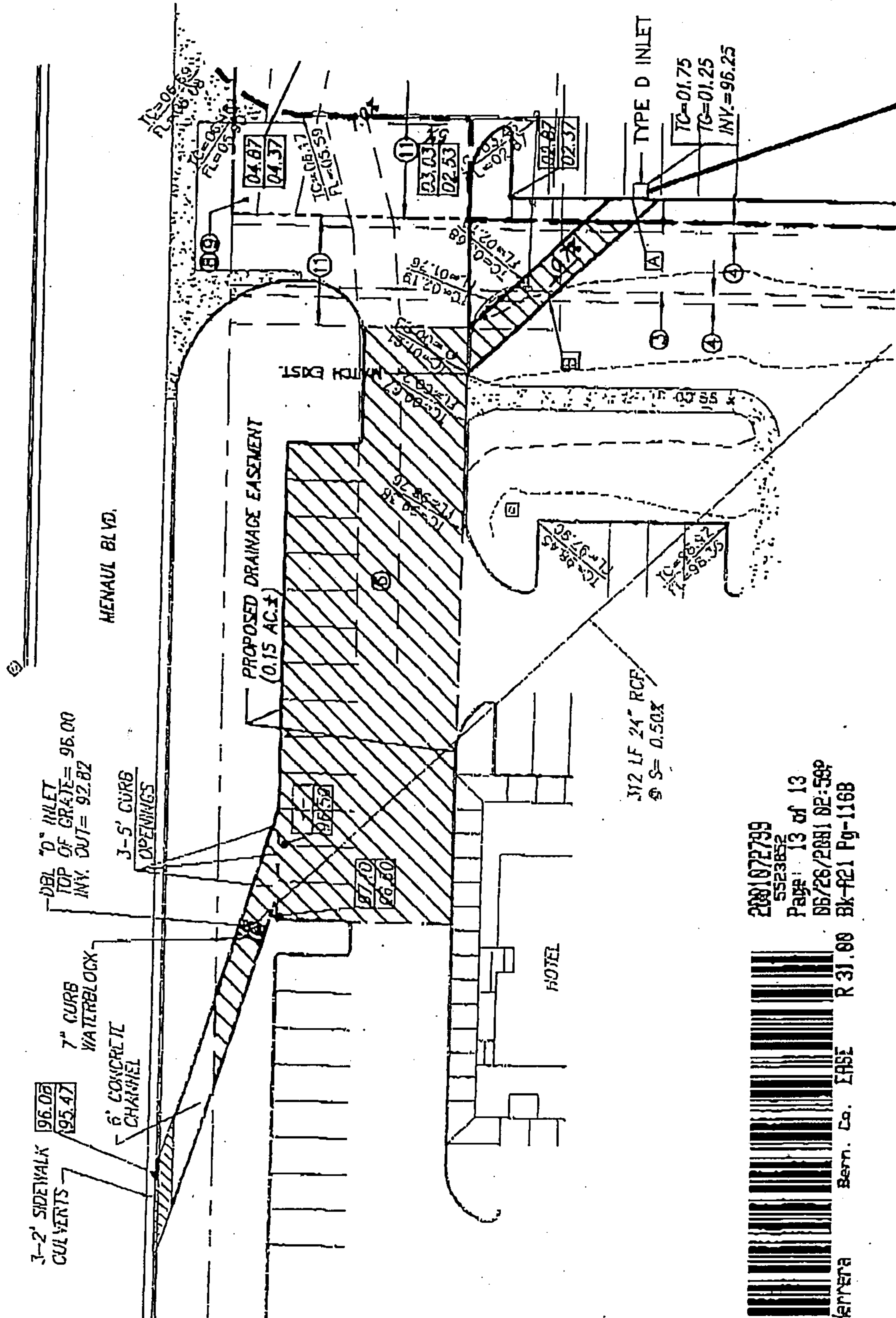
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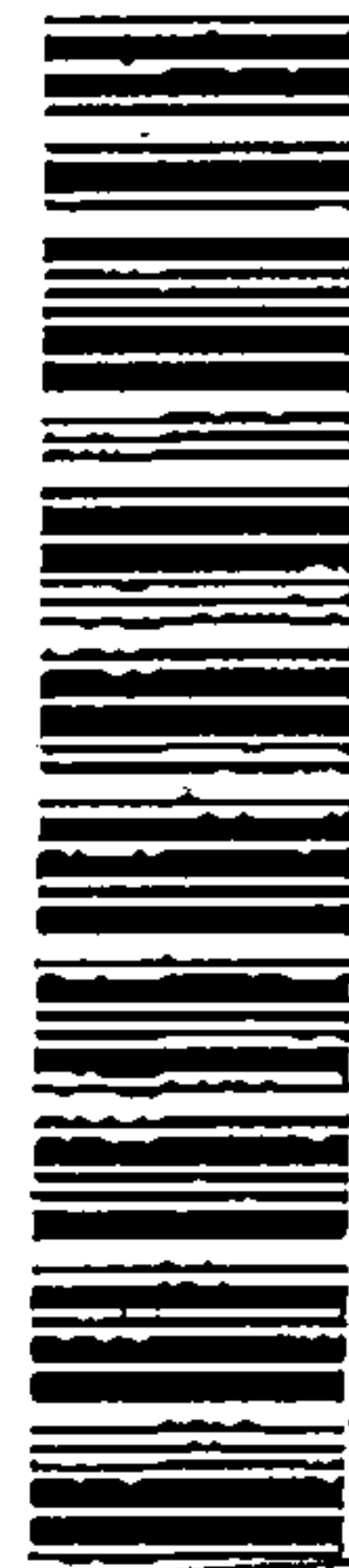
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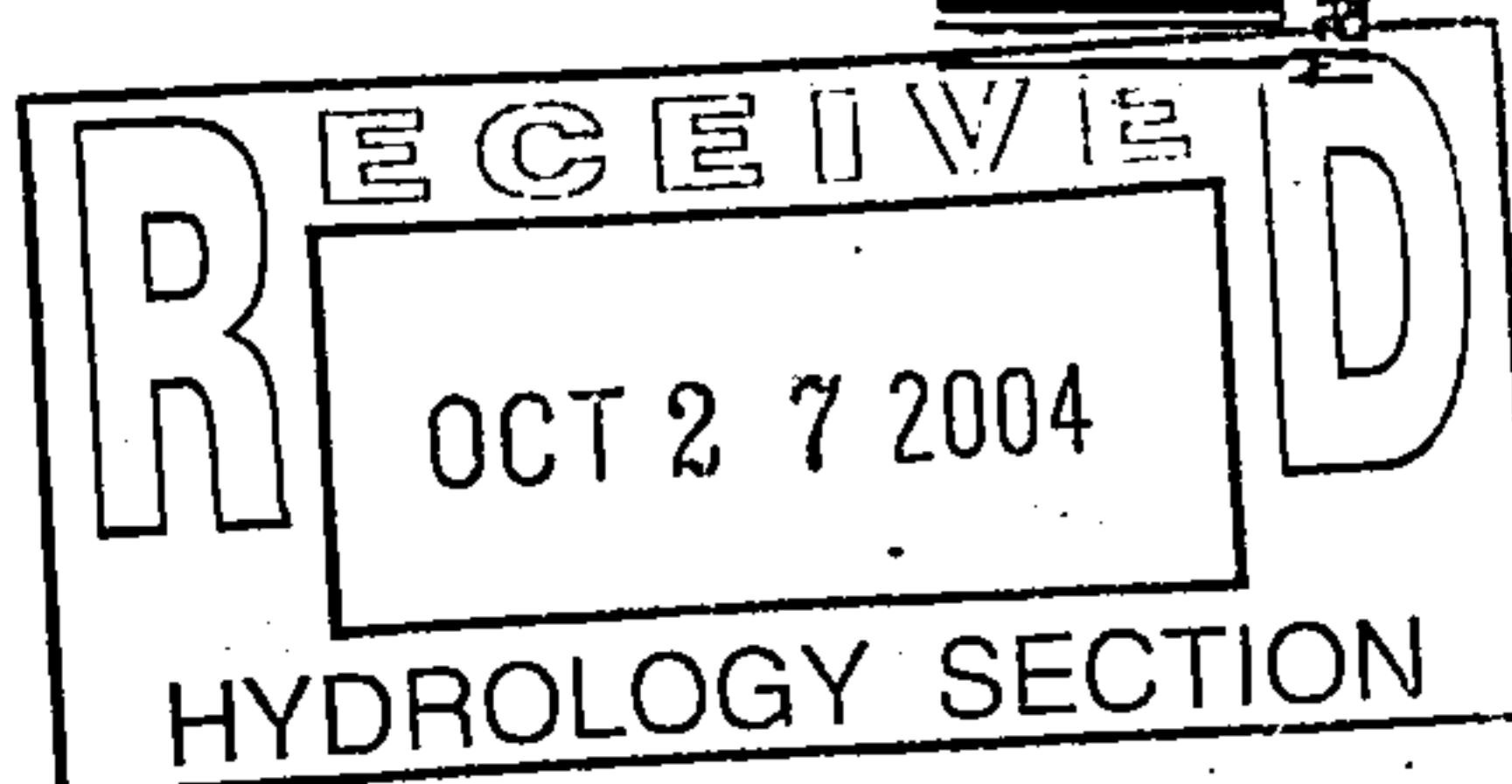




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Mary Herrera
Bern. Co. EHSI



FUTURE KEYED NOTES

THIS WORK TO BE COMPLETED ONCE DRAINAGE EASEMENT IS ACQUIRED.

- [A] 10.8 FT WIDE CURB OPENING
- [B] 7.5 FT WIDE CONCRETE CHANNEL

EXHIBIT "A"





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

May 10, 2001

Gregory J. Krenik, P.E.
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

Attn: Amy L. Driscoll

***RE: APPLEBEE'S, MENAUL & VASSAR NE (H16-D133). GRADING AND DRAINAGE
PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED
MAY 1, 2001.***

Dear Mr. Krenik:

Based on the information provided in your May 1, 2001 submittal, the above referenced project is approved for Building Permit.

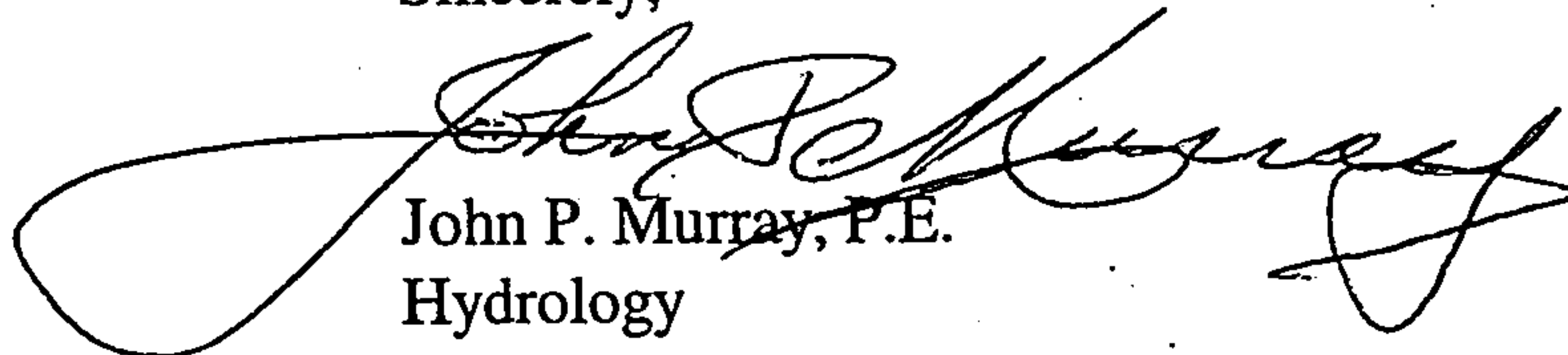
The drainage easement between the hotel and restaurant should be executed prior to issuance of the Building Permit itself. Note states concrete channel is 7.5 feet wide; detail says varies.

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

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

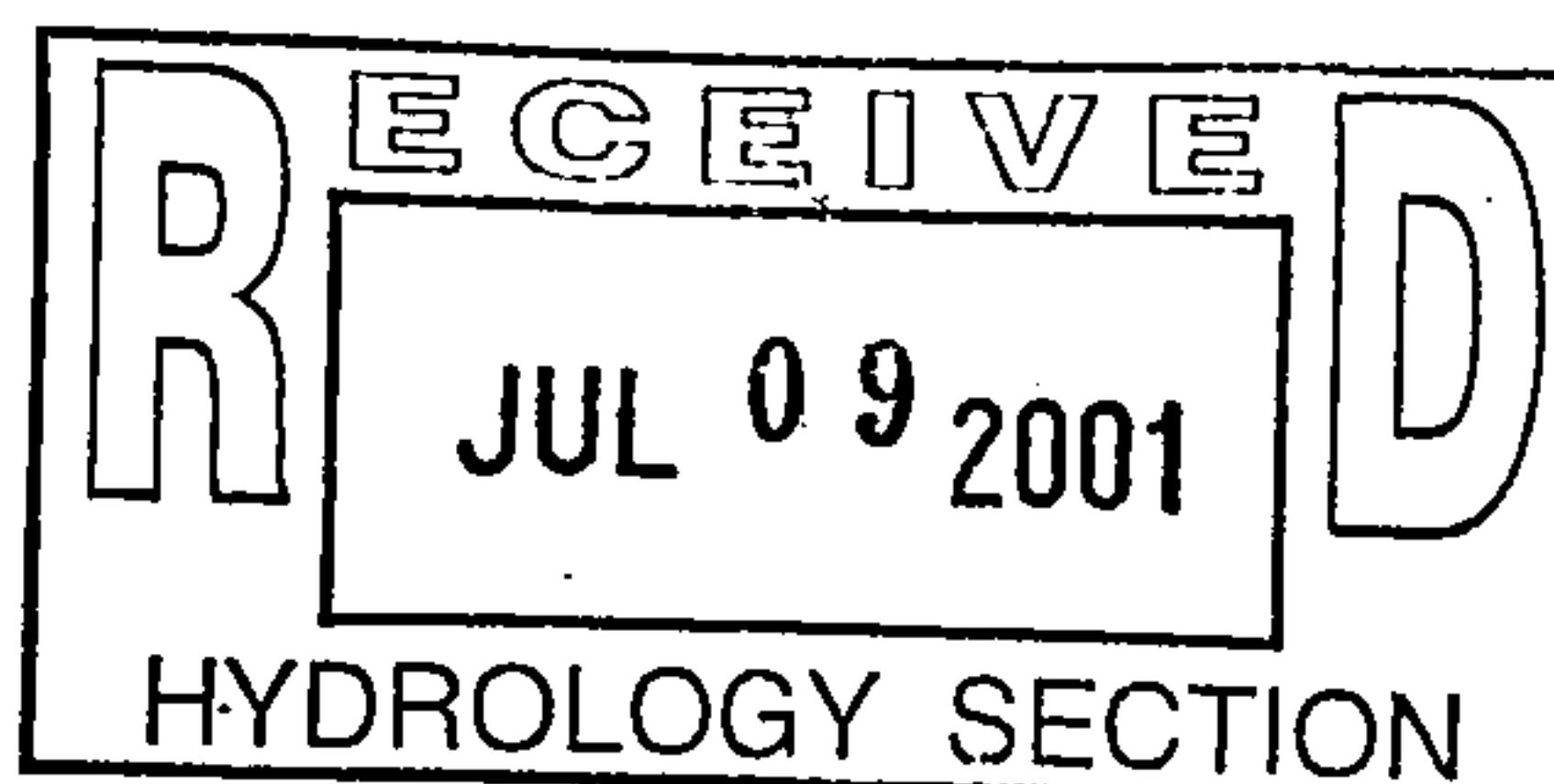
If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,



John P. Murray, P.E.
Hydrology

c: Terri Martin
File





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

July 20, 2001

Gregory J. Krenik, P.E.
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

Attn: Amy L. Driscoll

RE: APPLEBEE'S, MENAUL & VASSAR NE (H16-D133). Updated GRADING AND DRAINAGE PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED JULY 9, 2001.

Dear Mr. Krenik:

Based on the information provided in your May 1, 2001 submittal, the above referenced project is approved for Building Permit.

The drainage easement between the hotel and restaurant has been executed and recorded.

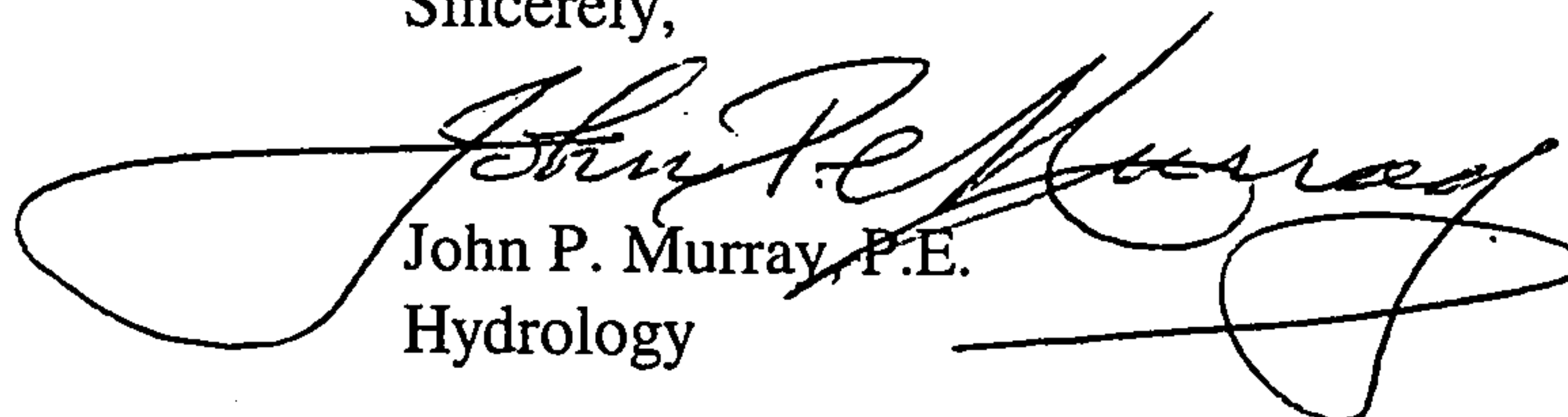
Keyed note and detail for concrete channel still at odds - 7,5 ft verses varies.

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

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

If I can be of further assistance, please feel free to contact me at 924-3984.

Sincerely,


John P. Murray, P.E.
Hydrology

c: Terri Martin
✓ File

DRAINAGE INFORMATION SHEET

H-16/D133

PROJECT TITLE: Applebee's - Menaul & Vassar ZONE ATLAS#: H-16
DRB#: EPC# WORKORDER#:
LEGAL DESCRIPTION: Tract A-2, Sandia Foundation, AMAFCA Subdivision
CITY ADDRESS: Menaul & Vassar

ENGINEERING FIRM:	Mark Goodwin & Associates, PA	CONTACT:	Amy L. Driscoll
ADDRESS:	P.O. Box 90606, Albuquerque, NM 87199	PHONE:	828-2200
OWNER:	Applebee's of New Mexico	CONTACT:	Jim Francis
ADDRESS:	4551 W. 107th St., Overland Park, KA 66207	PHONE:	(913) 967-4097
ARCHITECT:	Schlegel Lewis Architects	CONTACT:	Jim Lewis
ADDRESS:	1620 Central Ave. SE, Albuquerque, NM 87106	PHONE:	247-1529
SURVEYOR:	Aldrich Land Surveying	CONTACT:	Tim Aldrich
ADDRESS:	P.O. Box 30701, Albuquerque, NM 87190	PHONE:	884-1990
CONTRACTOR:		CONTACT:	
ADDRESS:		PHONE:	

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

☐ YES
☒ NO
☐ COPY PROVIDED

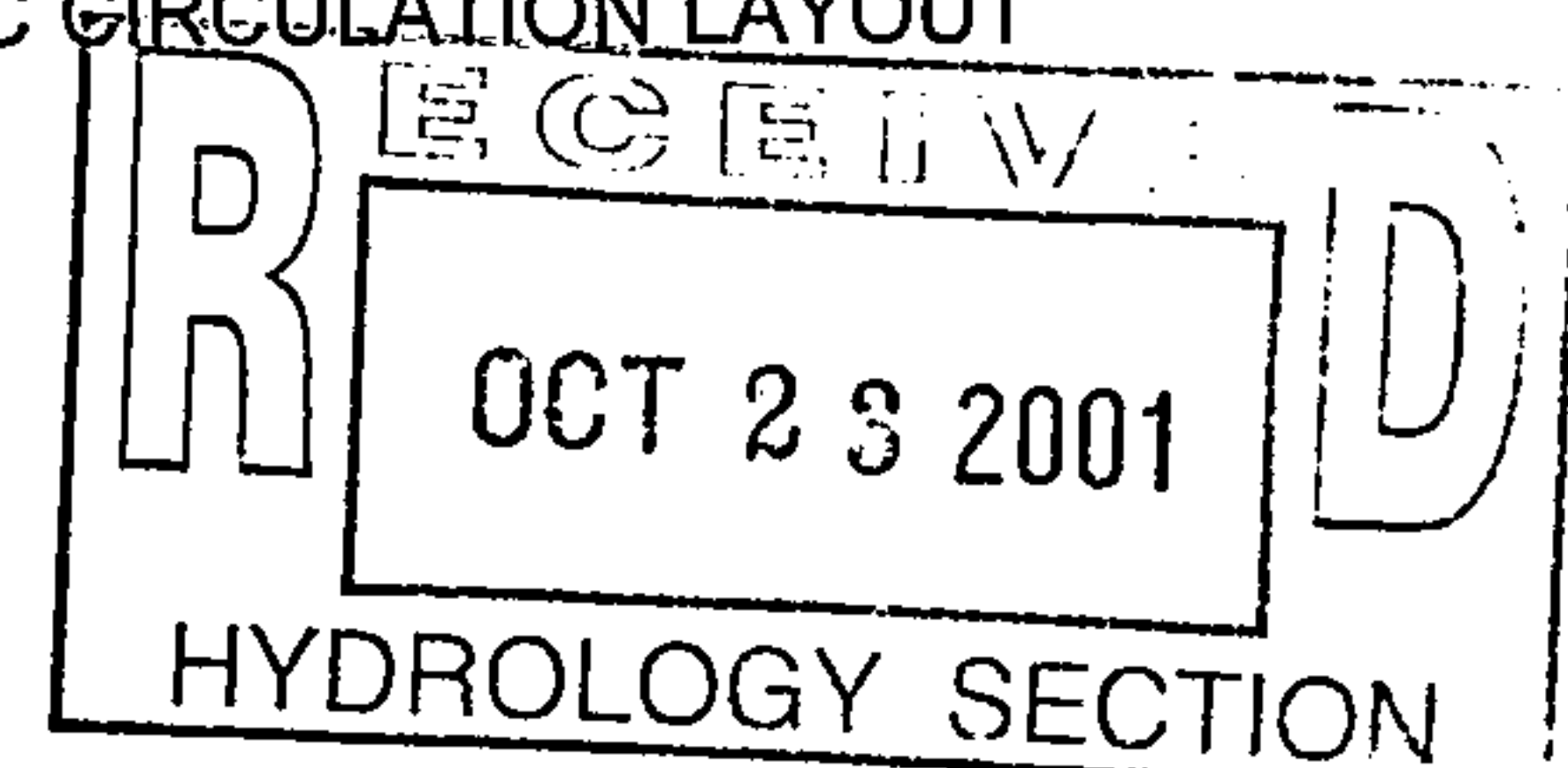
CHECK TYPE OF APPROVAL SOUGHT:

☐ 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
☒ CERTIFICATION OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER
☐ RELEASE OF FINANCIAL GUARANTY
☐ TRAFFIC CIRCULATION LAYOUT

DATE SUBMITTED:

BY:

Amy L. Driscoll, PE





City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

October 24, 2001

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

RE: APPLEBEE'S- MENAUL & VASSAR (H-16/D133)
(Menaul & Vassar)
ENGINEERS CERTIFICATION FOR CERTIFICATE OF OCCUPANCY
ENGINEERS STAMP DATED 7/9/2001
ENGINEERS CERTIFICATION DATED 10/22/2001

Dear Mr. Goodwin:

Based upon the information provided in your Engineers Certification submittal dated 10/23/2001, the above referenced site is approved for a Permanent Certificate of Occupancy.

If I can be of further assistance, please contact me at 924-3981.

Sincerely,

Teresa A. Martin
Hydrology Plan Checker
Public Works Dept.

C: Vickie Perea, COA
✓ Drainage File
Approval File



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Public Works Department
Transportation Development Services Section***

November 5, 2001

Schlegel Lewis Architects
1620 Central SE
Albuquerque, NM 87106

Re: Certification Submittal for Final Building Certificate of Occupancy for
Applebee's Menaul, [H16 / D133]
2600 Menaul NE

To whom it may concern:

The TCL / Letter of Certification submitted is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to Building and Safety and final C.O. has been logged in by Vicki Chavez in the Building Safety Section downstairs.

Sincerely,

Mike Zamora
Commercial Plan Checker
Development and Building Services
Public Works Department

c: ~~Terri Martin~~ Hydrology
Office File

MZ:gds

DRAINAGE INFORMATION SHEET

(REV. 11/01/2001)

[Handwritten signature]
H-16/8 133

PROJECT TITLE: Applebee's Menaul ZONE MAP/DRG. FILE #: H-16
DRB #: EPC#: WORK ORDER#:

LEGAL DESCRIPTION: Tract 4-2 Sandia Foundation - A.M.A.F.L.A. Sub Sec 10
CITY ADDRESS: 2600 Menaul NE

ENGINEERING FIRM:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

OWNER: Applebee's
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

ARCHITECT: Schlegel Lewis Architects
ADDRESS: 1620 Central SE
CITY, STATE: ABQ NM ~~87106~~

CONTACT:
PHONE: 247-1527
ZIP CODE: 87106

SURVEYOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

CONTRACTOR:
ADDRESS:
CITY, STATE:

CONTACT:
PHONE:
ZIP CODE:

CHECK TYPE OF SUBMITTAL:

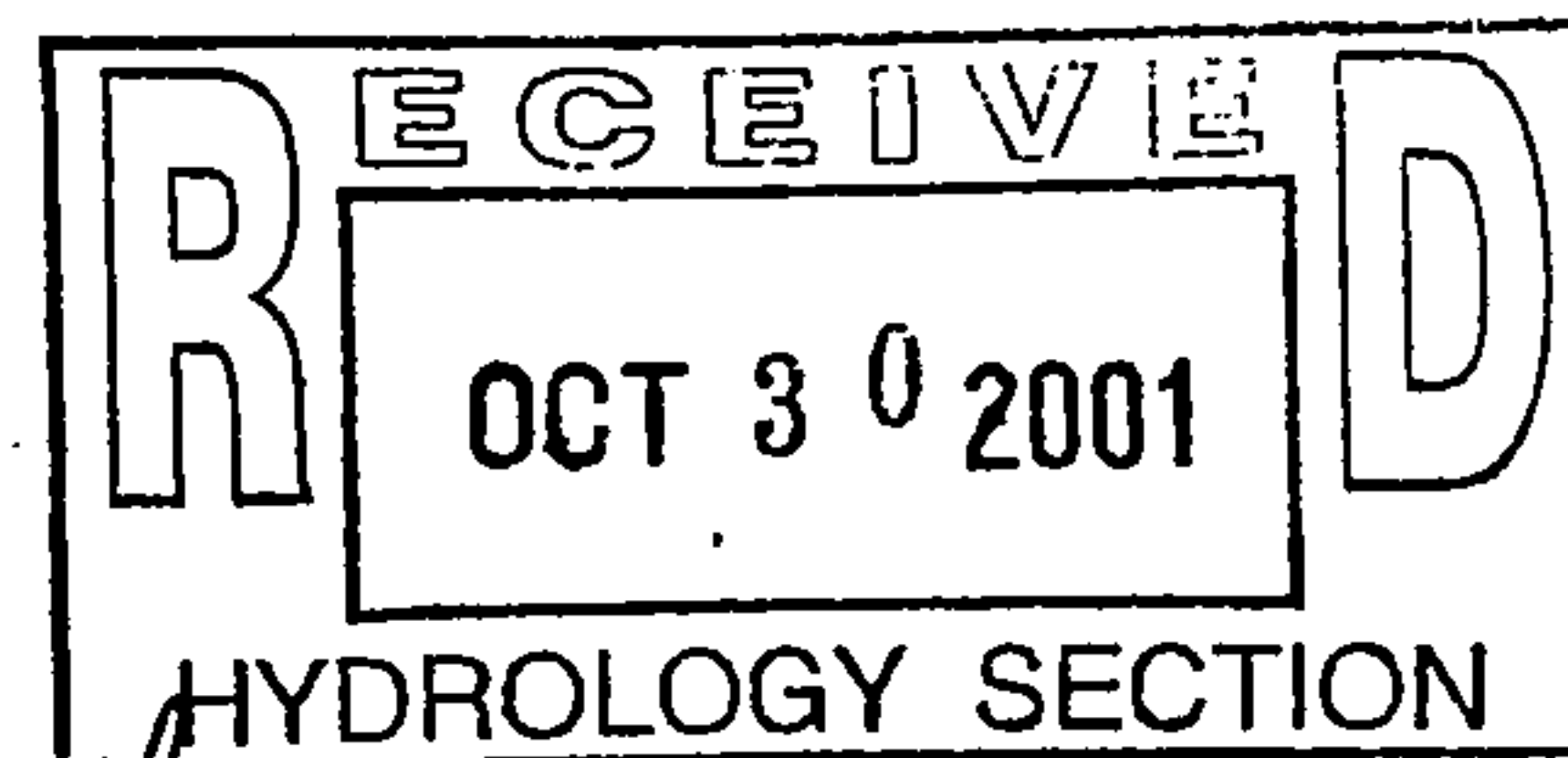
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION (TCL)
- ☐ ENGINEERS CERTIFICATION (DRB APPR. SITE PLAN)
- ☐ OTHER

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



DATE SUBMITTED: 10/30/01 BY: *[Signature]*

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of 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
2. **Drainage Plans:** Required for building permits, grading permits, paving permits and site plans less than five (5)
3. **Drainage Report:** Required for subdivisions containing more than ten (10) lots or constituting five (5) acres or



City of Albuquerque

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

***Public Works Department
Transportation Development Services Section***

July 23, 2001

Phil Lightle, for James C. Lewis, Registered Architect,
SchlegelLewis Architects
1620 Central S.E.
Albuquerque, New Mexico 87106

Re: T.C.L. submittal for building permit approval for Applebee's,
2600 Menaul Blvd. N.E. [H16/D133,
Architect Stamp dated 7/10/2001.

Dear Mr. Lightle,

The location referenced above is not acceptable and requires modification to the Traffic Circulation Layout (T.C.L.) prior to Building Permit release as stated on the attached TCL checklist, and red-lined T.C.L. markup with comments.

Please resubmit revised T.C.L. after addressing typed and marked up comments.
Submit Plan along with typed comments and all red-lined, mark-up copies.

Sincerely,

Mike Zamora,
Commercial Plan Checker

cc:
Engineer
Hydrology File
Office File

TRAFFIC CIRCULATION LAYOUT CHECKLIST

SITE ADDRESS: 2600 Memorial Ave AGENT: Schlegel/Lewis Arch's DATE: 7/23/01
LEGAL DESCRIPTION: ? ZONE ATLAS PAGE: H-16

The Traffic Control Layout (TCL) is a basic Site Plan that contains information on all new and existing elements involved in the development of the site including: buildings, street widths, street sidewalks and curb & gutter, parking lot features, driveways, landscaped areas, lot lines and easement limits, etc. It will be reviewed prior to submittal of plans for a building permit. The TCL must be processed prior to submittal of plans for building permit. In most all cases the TCL must be certified by the designer-of-record prior to the issuance of a Certificate of Occupancy.

On all subsequent submittals, the design firm needs to complete and return the new **TRAFFIC CIRCULATION LAYOUT CHECKLIST** (Amendment To Come) provided, along with us of the DPM (Development Process Manual) to confirm required City standards. Also refer to previous TCL/Building Permit submittals (along with comments and markups) for past projects to avoid repeating errors and to help reduce the time required for plan review on subsequent TCL submittals. The first checklist has been completed by Transportation.

LEGEND-

- ✓ Item addressed on initial submittal
- Item not yet addressed by designer or plan checker
- Not Applicable

GENERAL INFORMATION REQUIRED:

- ✓ 1. TCL will be stamped, signed and dated by architect or engineer.
- ✓ 2. Street address of site - could be part of title block or Drainage Application sheet in Hydrology file.
- 3. Lot number/tract number on Drainage Information Sheet does not match most current City Zone Atlas description. Need current recorded plat for clarification.
- 4. Place note on TCL and Site Plan for Construction:

As required by Transportation Development Section, a copy of the approved TCL AS-BUILT will be submitted by the designer or acceptable representative party which includes a letter of certification stating the site has been constructed in accordance with the approved TCL. Verification of TCL acceptability, to include random field checks, will be made before a Final Certificate of Occupancy (C.O.) is issued. Please call this office to obtain temporary CO.
- 5. The plan review by Zoning could initiate a new review if original parking lot layout, approved by Transportation, needs to be altered.
- 6. Any Infrastructure work on city property, as part of this development, must be complete before issuance of CO. If work is not completed, Financial Guarantee must be on file with Design Review Office.
- 7. Encroachment agreements are needed when structures, fences, walls or items of equal conflict are within City property.
- 8. Drawing line work on Drainage and Landscape Plans must exactly match Site Plan.

SPECIFIC INFORMATION REQUIRED:

- 1. State Highway Department approval is required at locations where access is being taken from Highway Dept. roadways.
- 2. Overhead doors desired on site. Expectation by plan reviewer is that large wheel base (refuse/UPS) vehicle will be smallest vehicle to use doors. Refer to DPM for restrictions.
- 3. State the design vehicle to be used at rear of site.
- 4. Provide new and existing elements on TCL, properly labeled, and dimensioned. Show clear differentiation between existing construction and new improvements on TCL.
- ✓ 5. Indicate which buildings the permit will certify for parking improvements. If applicable, clearly differentiate future construction line type from new construction line type.
- 6. Any minor changes to TCL as required by Transportation and are acceptable by Hydrology, call out on Site Plan as such:
"INSPECTION OF CONSTRUCTION FOR CO, FOR TRANSPORTATION, WILL BE DONE FROM THIS SHEET."
- 7. Indicate transition from one surface type to the other on TCL, for example, ramps (include handicap (HC) ramps), concrete/ asphalt, landscape area/ concrete, concrete / dirt, concrete /gravel, etc. Label each area or stipple to show varying surfaces, or equal.
- 8. Show, label and dimension position of all existing obstructions in sidewalks in City right-of-way.
- 9. Label stalls for small car parking as "COMPACT" or equal.
- 10. Minimum 5 foot width concrete sidewalk raised 6" above parking surface will be needed, when located at front of parking vehicles (min.20' long stall) adjacent to any building. Place sidewalk at other locations where landscape shrubbery is required, by Zoning, at front of stalls.
- 11. At HC parking area, HC ramp must be constructed as part of sidewalk and not part of parking area.
- 12. Restriping of parking stalls shall be called out, to be per City Standard.
- ✓ 13. For future reference and for this project, provide half width of all streets 40' wide and over on TCL. Also, on streets which will be used for Heavy Commercial traffic accessing site. On major streets, include median and openings, if existing and if not, show traffic lanes on developer's side of street, up to and including middle turn lane.
- 14. Alley limits must be 20-foot width
- 15. City standard paved roadway must be constructed in alley, along the entire lot frontage from point of access into alley from street at either end of alley.
- 16. Construct alley entrance per City Std. Detail Dwg. 2428. Width of entrance will be a minimum of 24 feet when the development is the first lot on the block, and access to proposed parking is taken thorough the alley.

Rev. 3/12/01

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Menaul Applebees ZONE MAP/DRG. FILE #: H-16/D133
 DRB #: _____ EPC#: _____ WORK ORDER#: _____
 LEGAL DESCRIPTION: Order of Saint Dominic TRACT A-2 Sandia Foundation -
 CITY ADDRESS: 2600 Menaul NE A.M.A.F. CA. Subdivision
Section 10
 ENGINEERING FIRM: Mark Goodwin & Assoc. CONTACT: Amy Driscoll
 ADDRESS: P.O. Box 90606 PHONE: 828-2200
 CITY, STATE: ABQ NM ZIP CODE: 87199
 OWNER: Applebees Int'l CONTACT: Jim Francis
 ADDRESS: 4551 W. 107th St Suite 100 PHONE: 913-967-4000
 CITY, STATE: Overland Park KS ZIP CODE: 66207
 ARCHITECT: Schlegel Lewis CONTACT: Phil Lightle
 ADDRESS: 1620 Central SE PHONE: 247-1521
 CITY, STATE: ABQ NM ZIP CODE: 87106
 SURVEYOR: ALDRICH Land Survey CONTACT: Tim Adrill
 ADDRESS: P.O. Box 30701 PHONE: 884-6234
 CITY, STATE: ABQ NM ZIP CODE: 87107
 CONTRACTOR: S-P-J CONTACT: Mike Kerr
 ADDRESS: 3535 Princeton NE PHONE: 884-6234
 CITY, STATE: ABQ NM ZIP CODE: 87107

TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
☐ DRAINAGE PLAN
☐ CONCEPTUAL GRADING & DRAINAGE PLAN
☐ GRADING PLAN
☐ EROSION CONTROL PLAN
☐ ENGINEER'S CERTIFICATION
☐ CLOMR/LOMR
☒ OTHER T.C.L.

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
☐ NO
☐ COPY PROVIDED

CHECK TYPE OF APPROVAL SOUGHT:

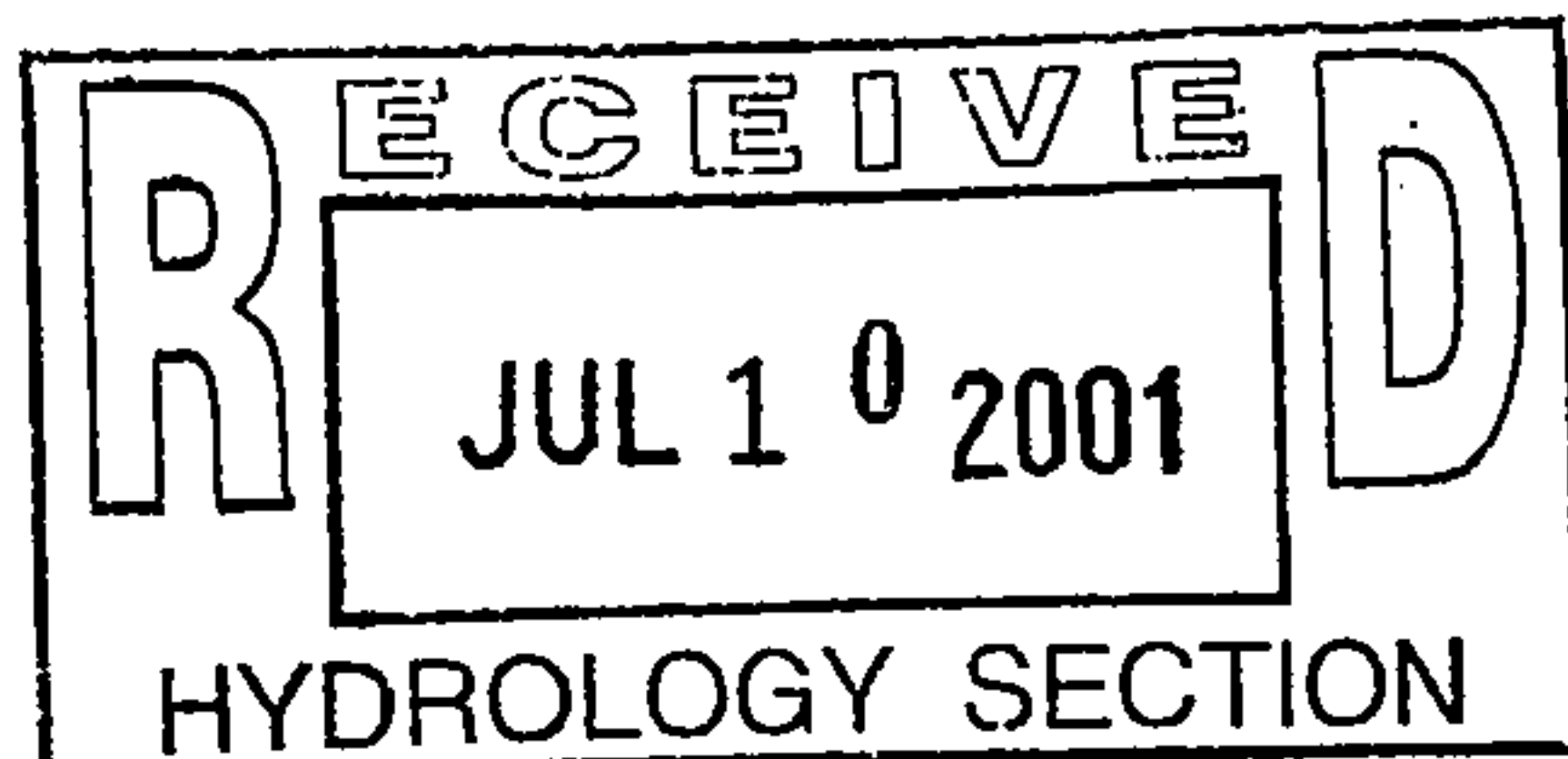
- ☐ SIA / FINANCIAL GUARANTEE RELEASE
☐ PRELIMINARY PLAT APPROVAL
☐ S. DEV. PLAN FOR SUB'D. APPROVAL
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
☐ SECTOR PLAN APPROVAL
☐ FINAL PLAT APPROVAL
☐ FOUNDATION PERMIT APPROVAL
☐ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ WORK ORDER APPROVAL
☒ OTHER (SPECIFY) T.C.L.

DATE SUBMITTED: 7/10/01

BY: [Signature]

Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of 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

P.O. BOX 1293 ALBUQUERQUE, NEW MEXICO 87103

May 10, 2001

Gregory J. Krenik, P.E.
Mark Goodwin & Assoc.
P.O. Box 90606
Albuquerque, NM 87199

Attn: Amy L. Driscoll

**RE: APPLEBEE'S, MENAUL & VASSAR NE (H16-D133). GRADING AND DRAINAGE
PLAN FOR BUILDING PERMIT APPROVAL. ENGINEER'S STAMP DATED
MAY 1, 2001.**

Dear Mr. Krenik:

Based on the information provided in your May 1, 2001 submittal, the above referenced project is approved for Building Permit.

The drainage easement between the hotel and restaurant should be executed prior to issuance of the Building Permit itself. Note states concrete channel is 7.5 feet wide; detail says varies.

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

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

If I can be of further

NO CROSS LOT

924-3984.

DRAINAGE EASEMENT

GRIP TO

CO.

[Signature]

c: Terri Martin
✓ File

DRAINAGE INFORMATION SHEET

PROJECT TITLE: Applebee's - Menaul & Vassar ZONE ATLAS#: H-16 / D133
DRB#: _____ EPC# _____ WORKORDER#: _____
LEGAL DESCRIPTION: Tract A-2, Sandia Foundation, AMAFCA Subdivision
CITY ADDRESS: Menaul & Vassar

ENGINEERING FIRM:	<u>Mark Goodwin & Associates, PA</u>	CONTACT:	<u>Amy L. Driscoll</u>
ADDRESS:	<u>P.O. Box 90606, Albuquerque, NM 87199</u>	PHONE:	<u>828-2200</u>
OWNER:	<u>Applebee's of New Mexico</u>	CONTACT:	<u>Jim Francis</u>
ADDRESS:	<u>4551 W. 107th St., Overland Park, KA 66207</u>	PHONE:	<u>(913) 967-4097</u>
ARCHITECT:	<u>Schlegel Lewis Architects</u>	CONTACT:	<u>Jim Lewis</u>
ADDRESS:	<u>1620 Central Ave. SE, Albuquerque, NM 87106</u>	PHONE:	<u>247-1529</u>
SURVEYOR:	<u>Aldrich Land Surveying</u>	CONTACT:	<u>Tim Aldrich</u>
ADDRESS:	<u>P.O. Box 30701, Albuquerque, NM 87190</u>	PHONE:	<u>884-1990</u>
CONTRACTOR:	_____	CONTACT:	_____
ADDRESS:	_____	PHONE:	_____

TYPE OF SUBMITTAL:

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

PRE-DESIGN MEETING:

☐ YES
☒ NO
☐ COPY PROVIDED

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
☐ CERTIFICATION OF OCCUPANCY APPROVAL
☐ GRADING PERMIT APPROVAL
☐ PAVING PERMIT APPROVAL
☐ S.A.D. DRAINAGE REPORT
☐ DRAINAGE REQUIREMENTS
☐ OTHER
☐ RELEASE OF FINANCIAL GUARANTY
☐ TRAFFIC CIRCULATION LAYOUT

RECEIVED
MAY 01 2001
HYDROLOGY SECTION

DATE SUBMITTED: 5/1/01

BY: Amy L. Driscoll

Amy L. Driscoll

D. Mark Goodwin and Associates, P.A.
Consulting Engineers

P.O. Box 90606 ♦ Albuquerque, NM 87199
(505) 828-2200 ♦ (505) 797-9539 fax
e-mail: dm@swcp.com

LETTER OF TRANSMITTAL

TO: CoA DATE: 5/1/01
HYDROLOGY
RE: APPLICABLE'S
MENTAL + VASSAR

We are sending:

1 DRAINAGE AND SITE
1 DRAINAGE REPORT

☒ For your approval ☐ For your information
☐ As you requested ☐ For your comments

☐ Pre-Design Meeting

NOTES: _____
_____ **RECEIVED** **D**
MAY 01 2001
HYDROLOGY SECTION

Project Engineer _____

SIGNED: _____

MARK GOODWIN

& ASSOCIATES
CONSULTING ENGINEERS

dmg

DRAINAGE REPORT

for

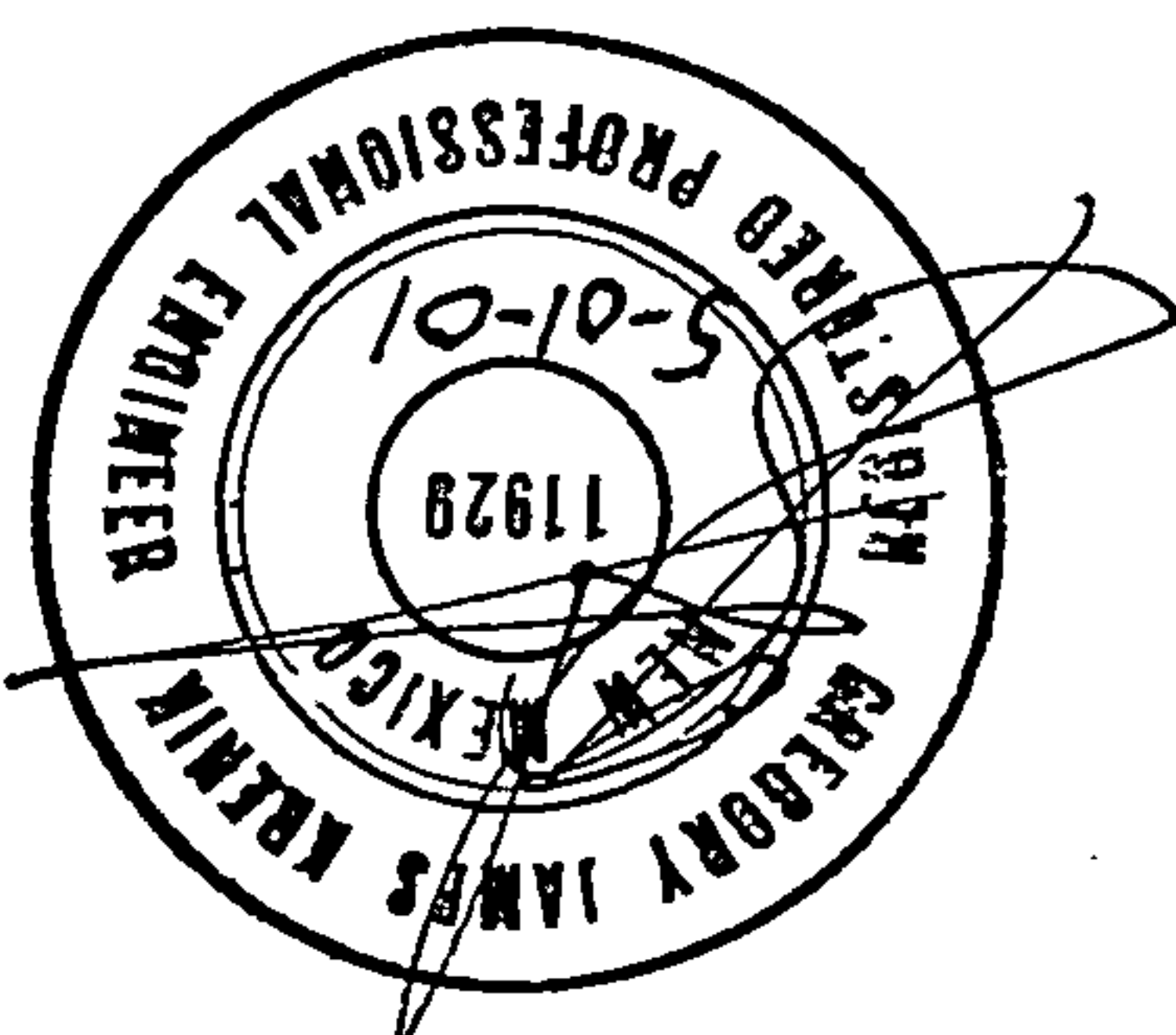
**APPLEBEE'S
NEAR MENAUL AND VASSAR**

Prepared By

Amy L. Driscoll
Mark Goodwin & Associates, PA
P.O. Box 90606
Albuquerque, NM 87199

Prepared For

Schlegel Lewis Architects
1620 Central Avenue SE
Albuquerque, NM 87106



May 2001

TABLE OF CONTENTS

- I. *Introduction*
- II. *Existing Conditions*
- III. *Shoney's Suites Grading and Drainage Plan*
- IV. *Proposed Drainage Plan*

LIST OF EXHIBITS

- *Zone Atlas Map, H-16*
- *Excerpts from Shoney's Suites Grading and Drainage Plan*
- *AHYMO Run*
 - *Summary Output - 100 year*
 - *Input Data - 100 year*
 - *Output Data - 100 year*
- *Applebee's near Menaul and Vassar Grading & Drainage Plan*
- *Calculation's for Applebee's at Menaul and Vassar*

INTRODUCTION

This report is being submitted for Grading and Drainage approval for Building Permit. This plan for Applebee's near Menaul and Vassar is following the Overall Grading and Drainage Plan prepared for Shoney's Suites.

EXISTING CONDITIONS

Please see the enclosed Zone Atlas Map H-16, for the site location. The property is bounded on the west by a hotel, on the north by Menaul, on the east by the AMAFCA North Diversion Channel, and on the south by the AMAFCA office.

The property is vacant. Menaul is higher than the rest of the property. Presently water drains to the retention pond at the south of the property.

SHONEY'S SUITES GRADING AND DRAINAGE PLAN

A Overall Grading and Drainage Plan for Shoney's Suites was prepared by Greg Krenik of Mark Goodwin and Associates (H16 / D109). The plan included the area that is now the Applebee's Site (Tract A-2). The latest revision was on July 17, 1995. Pertinent sections are enclosed.

At the time the Shoney's Suites report was written, City of Albuquerque drainage improvements were expected to be completed in the near future near University and Menaul. These improvements would have allowed the Shoney's Suites site and the neighboring Tract A-2 site to discharge freely to Menaul. As a result, temporary and final solutions were designed for both sites.

The temporary solution was to drain the majority of the hotel site to a drainage channel and a private inlet near Menaul. Please see the enclosed plan. The remaining small portion of the hotel site that was lower than the inlet near Menaul was allowed free discharge to Vassar. The inlet near Menaul then discharged to a retention pond on Tract A-2. Tract A-2 sheet flowed to the retention pond.

The final solution was to fill in the inlet near Menaul, remove a water block in the drainage channel, and allow free discharge to Menaul through sidewalk culverts. The channel, inlet and pipe to the retention pond are sized for developed conditions for both sites, but the retention pond is not. Please see the attached calculations demonstrating this.

All components of the temporary and final solution have been constructed, but the inlet and water block in the drainage channel prevent water from draining freely to Menaul. The City of Albuquerque drainage improvements near University and Menaul have not been constructed yet, but they are expected to be completed by the end of August 2002 as part of the Big I project.

PROPOSED DRAINAGE PLAN

The Applebee's project will also need a temporary and final solution. Please see the enclosed Applebee's Grading and Drainage Plan.

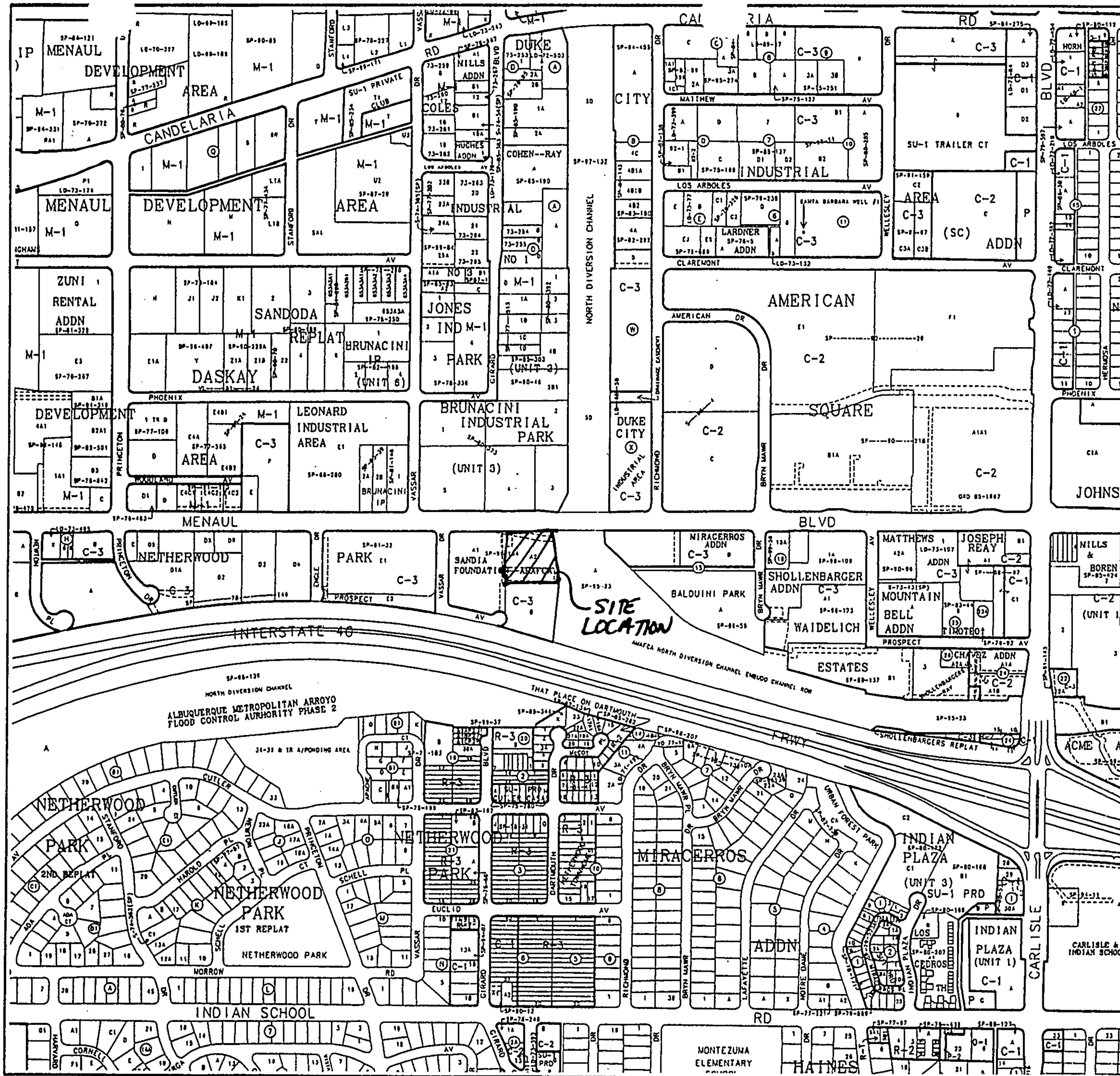
The temporary solution will be to construct a Type D inlet in Applebee's parking lot. The water will drain from the inlet into a 12 inch pipe that discharges to the retention pond. The pond will be enlarged to accept developed flows from both sites.

The final solution will be to fill in the Type D inlet and install a 7.5 foot wide channel. The water will flow from Applebee's parking lot to the channel and continue on to the inlet near Menaul on the hotel site. The channel, inlet and pipe to the retention pond are sized for developed conditions for both sites.

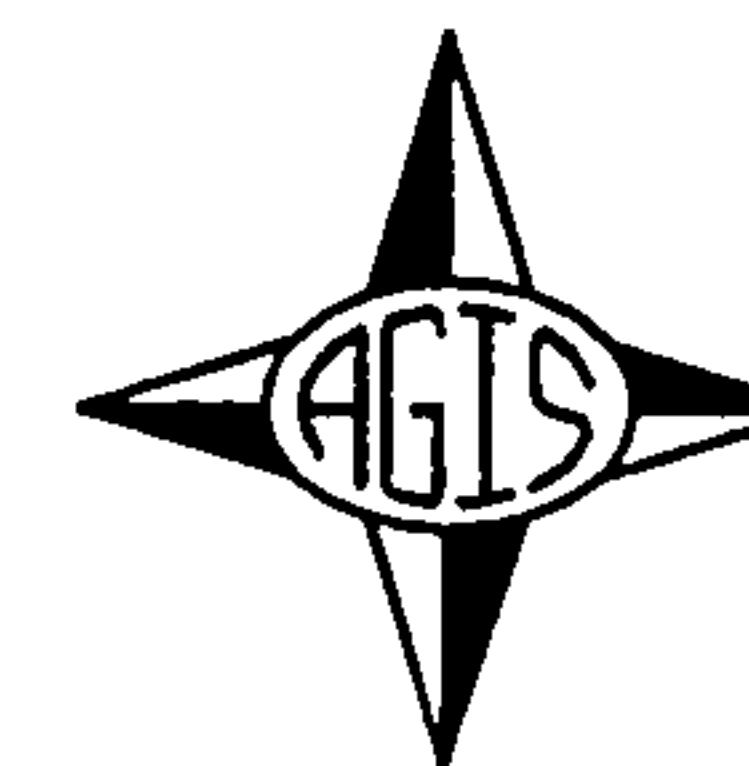
A drainage easement between the hotel and Applebee's is in negotiations at this time, however, this may not be resolved until late summer when the new ownership for the hotel is finalized.

SUMMARY

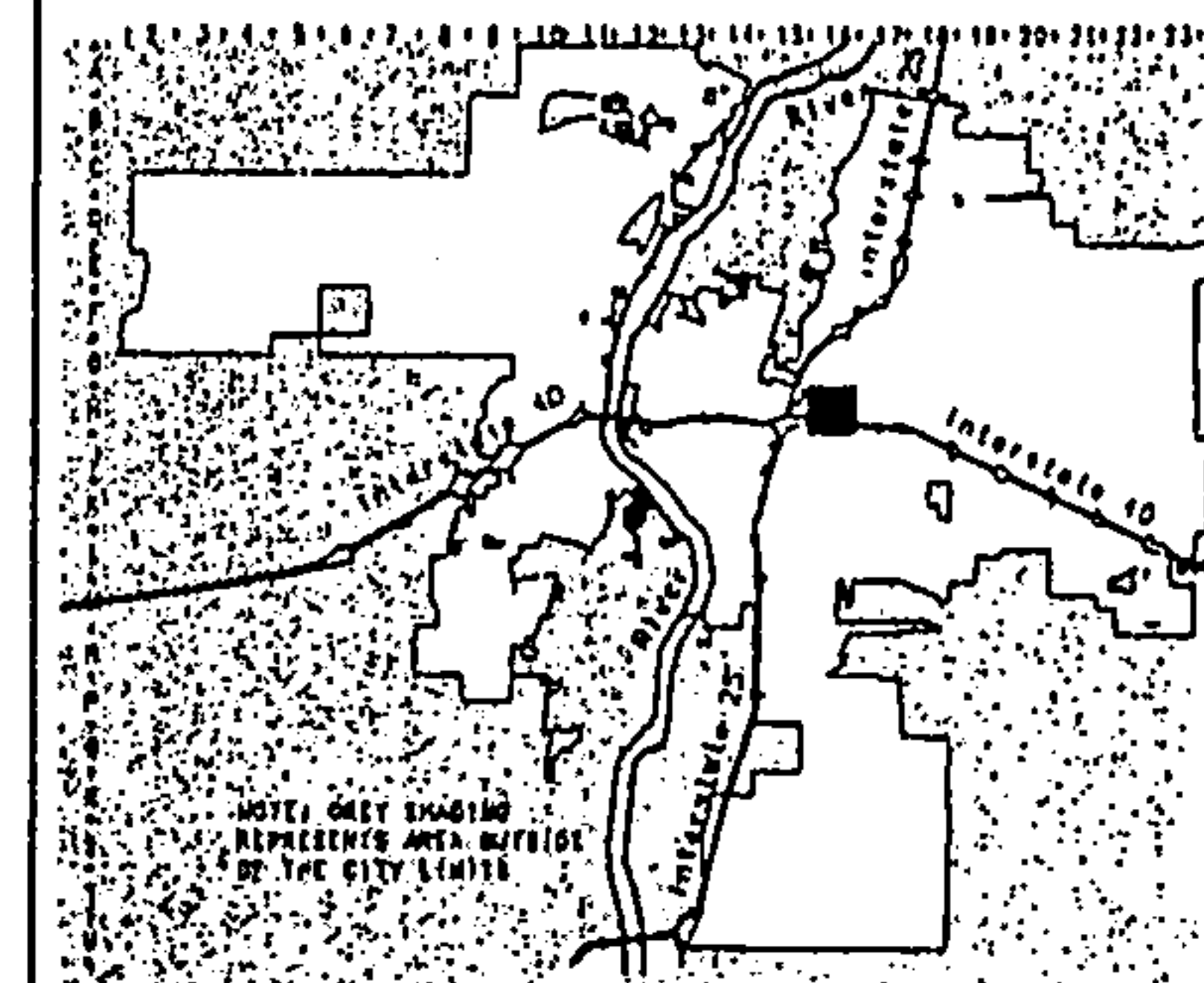
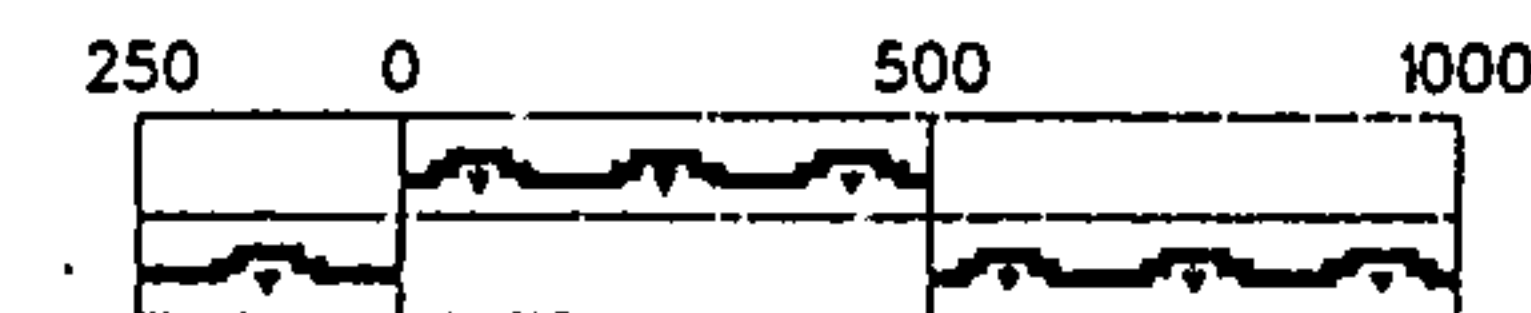
This site is part of the Shoney's Suites' grading and drainage plan. Once the City drainage improvements are installed near University and Menaul, this site can freely discharge to Menaul through the neighboring hotel's drainage system. In the meantime, the storm water from Applebee's will discharge to the retention pond at the south part of the property. The retention pond will be enlarged to accept this flow.



CITY OF
Albuquerque
Geographic Information System
PLANNING DEPARTMENT
© Copyright 1999



GRAPHIC SCALE IN FEET



Zone Atlas Page
H-16-Z

Map Amended through
September 22, 1999

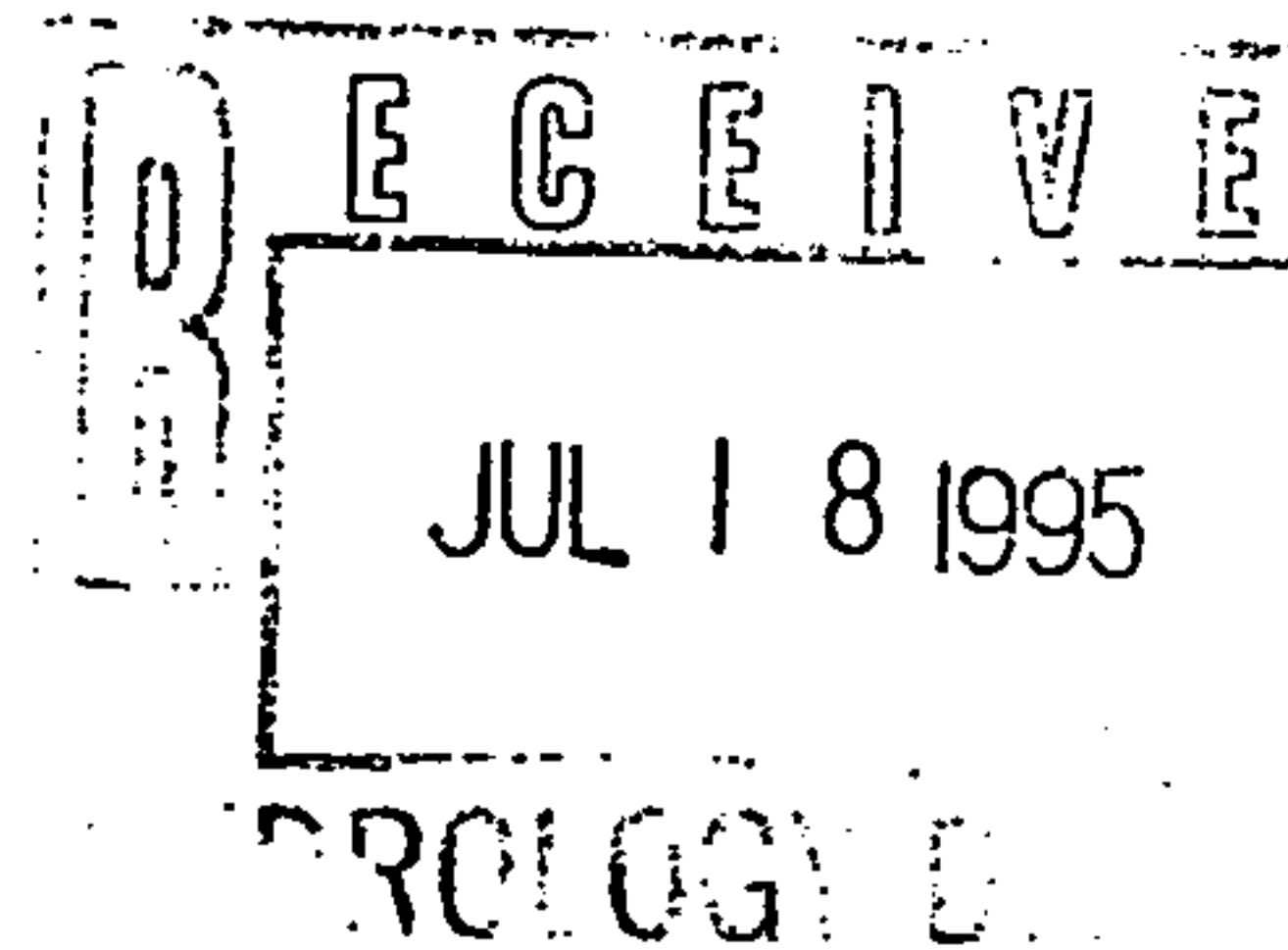
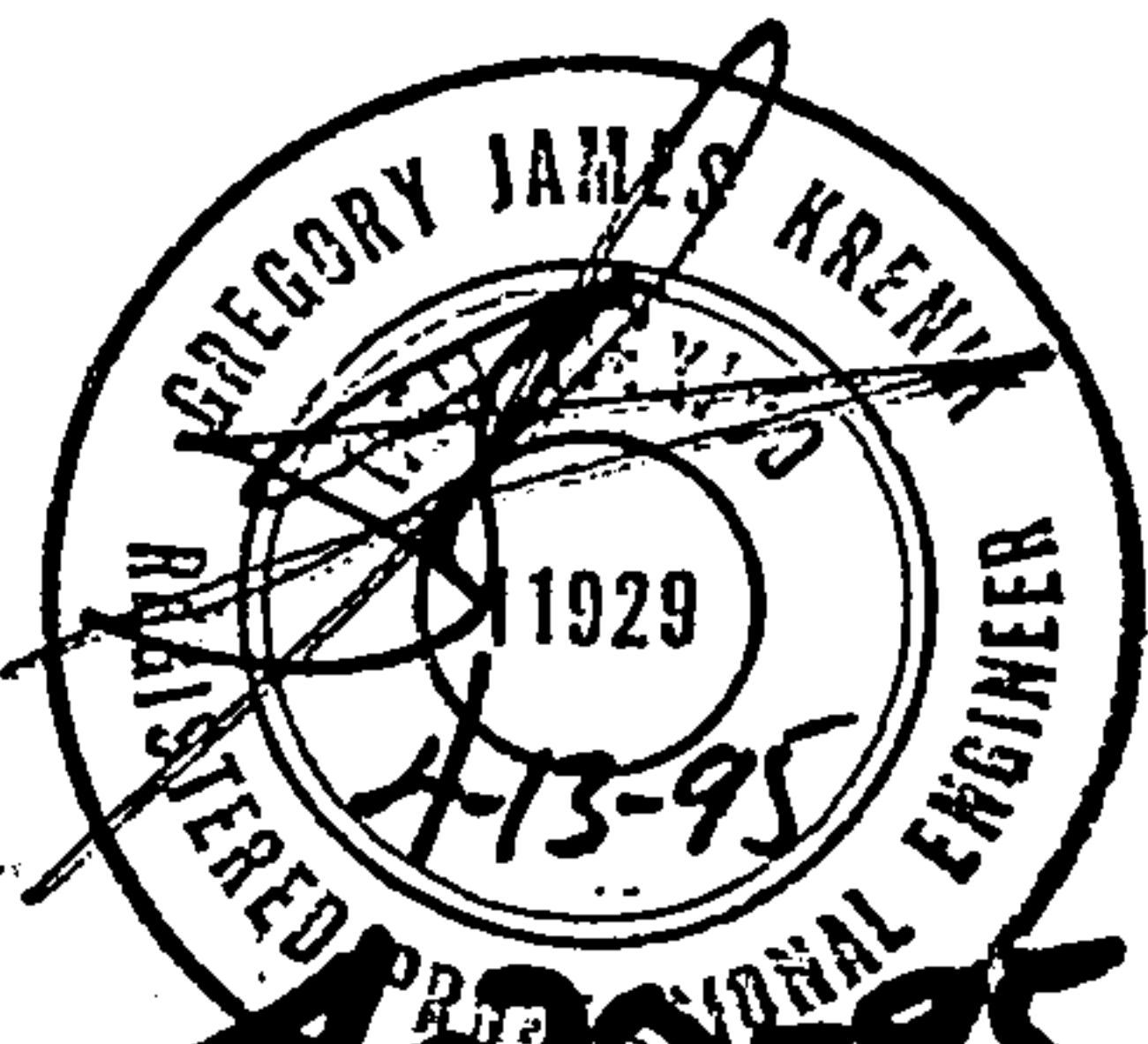
SHONEY'S SUITES
GRADING & DRAINAGE PLAN

DRAINAGE CALCULATIONS
for
SHONEY'S SUITES

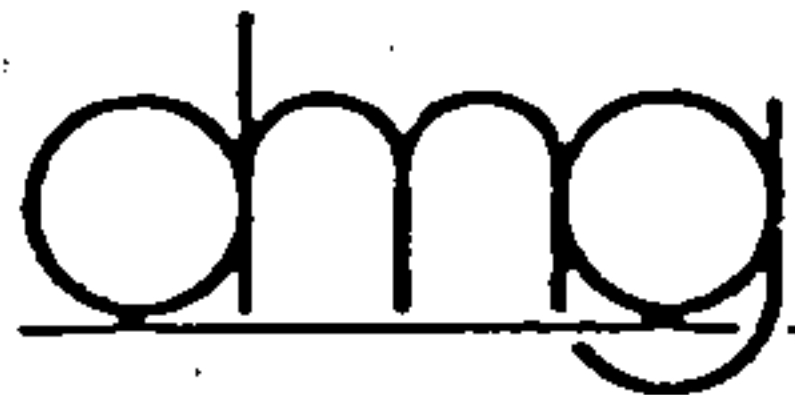
Prepared For

ShoLodge Inc.
600 W. Main Street
Gallatin, TN 37066

April 1995



4-20-95
5-19-95
7-17-95



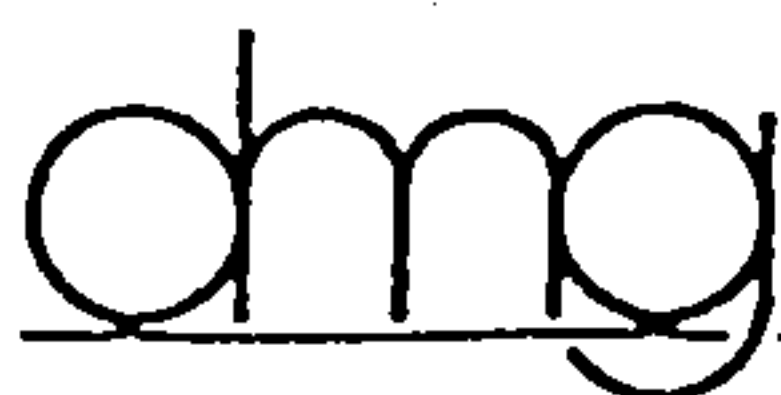
D. Mark Goodwin & Associates, P.A.
Consulting Engineers and Surveyors

PROJECT STONEYS HOTEL
SUBJECT DRAINAGE CALCS
BY GSK DATE 4-20-95
CHECKED _____ DATE _____
SHEET 1 OF _____
REVISED 5-19-95

TOTAL SITE = 4.68 AC. * NO OFFSITE FLOWS ENTER THE SITE.

- THE SITE WILL HAVE THE WESTERN HALF DEVELOPED FIRST.
- THE EASTERN HALF WILL HAVE FILL ADDED TO LEVEL IT AT 5100.00
- FREE DISCHARGE WILL BE ALLOWED FOR THE ENTIRE SITE WHEN DOWN STREAM IMPROVEMENTS PER THE "MENAUL DETENTION BASIN" ARE DONE. A TEMPORARY RETENTION POND WILL RETAIN ALL WATER OVER AND ABOVE THE HISTORICAL DISCHARGE.
- PER SMITH ENGINEERING'S PLANS FOR THE "MENAUL DETENTION BASIN AND STORMDRAIN PLAN SHEET 4 OF 29."
 - THE ALLOWABLE Q FOR BASIN 1 (WHICH THIS SITE IS PART OF) IS 141 CFS.
 - PER PAT CONLEY OF SMITH ENGINEERING THIS FLOW WAS CALCULATED WITH THIS SITE AS FULLY DEVELOPED.
- PER CARLOS MONTOYA OF CITY HYDROLOGY, THE IMPROVEMENTS WITHIN THE STORMDRAIN PLANS WILL MAKE IT POSSIBLE FOR THIS SITE TO FREE DISCHARGE. PHASE I OF THE PLANS IS TO TAKE CARE OF THE FLOODING AT UNIVERSITY AND MENAUL. CONSTRUCTION IS SET TO BEGIN IN ONE TO TWO YEARS.

Proposed	
WESTERN HALF (HOTEL)	EASTERN HALF (VACANT)
AREA = 2.325 AC	AREA = 2.355 AC
TYPE "B" = 0.6825 AC = 29.35%	TYPE "B" = 2.2585 AC = 95.9%
TYPE "D" = 1.6425 AC = 70.65%	TYPE "D" = 0.0965 AC = 4.1%
TP = 0.1333 HR DT = 0.03333 HR	P ₁ = 2.0 in P ₆ = 2.3 in P ₂₄ = 2.65 in
FROM HYMO SHEETS 2-4	FROM HYMO SHEETS 5-7
Q = 9.20 CFS	Q = 5.49 CFS
V = 0.3260 AC-FT	V = 0.1594 AC-FT
V _{10 day} = 0.3260 + $\frac{1.6425(3.95-2.3)}{12}$	V _{10 day} = 0.1594 + $\frac{0.965(3.95-2.3)}{12}$
= 0.551844 AC-FT = 24,038 CF	= 0.17267 AC-FT = 3522 CF
• CALCULATE ENTIRE SITE AS DEVELOPED	
ASSUME TYPE "C" = 22%	PER SMITH REPORT
TYPE "D" = 78%	
TOTAL SITE = 4.68 AC	
FROM HYMO SHEETS 8-10	Q = 20.25 CFS V = 0.7235 AC-FT



D. Mark Goodwin & Associates, P.A.
Consulting Engineers and Surveyors

PROJECT SHONEYS HOTEL
SUBJECT ORDNAGE CALCS
BY GJK DATE 4-20-95
CHECKED _____ DATE _____
SHEET 11 OF _____
REVISED 5-19-95 7-17-95

• SIZE TEMPORARY RETENTION POND

ELEVATION	AREA (SF)	STORAGE (CF)
91	~~1750~~	0
92	~~2156~~	~~3178~~
93	~~3664~~	~~5254~~
94	~~4819~~	~~9316.5~~
95	~~5695~~	~~14,453.5~~
96	~~6883~~	~~20,242.5~~

• DETERMINE DIRECT DISCHARGE

WEST HALF OF DEVELOPED SIDE

$$AREA = 1.08137 \text{ AC}$$

$$TYPE B = 0.28361 \text{ AC} = 26.23\%$$

$$TYPE D = 0.79776 \text{ AC} = 73.77\%$$

FROM HYMO OUTPUT SHEETS 12-14

$$Q = 4.37 \text{ CFS}$$

$$V = 0.1553 \text{ AC-FT}$$

$$4.37 \text{ CFS} < 7.06 \text{ CFS} \quad \underline{OK}$$

TOTAL SITE

UNDEVELOPED

$$TYPE A = 100\%$$

FROM HYMO
OUTPUT SHEETS 15-17

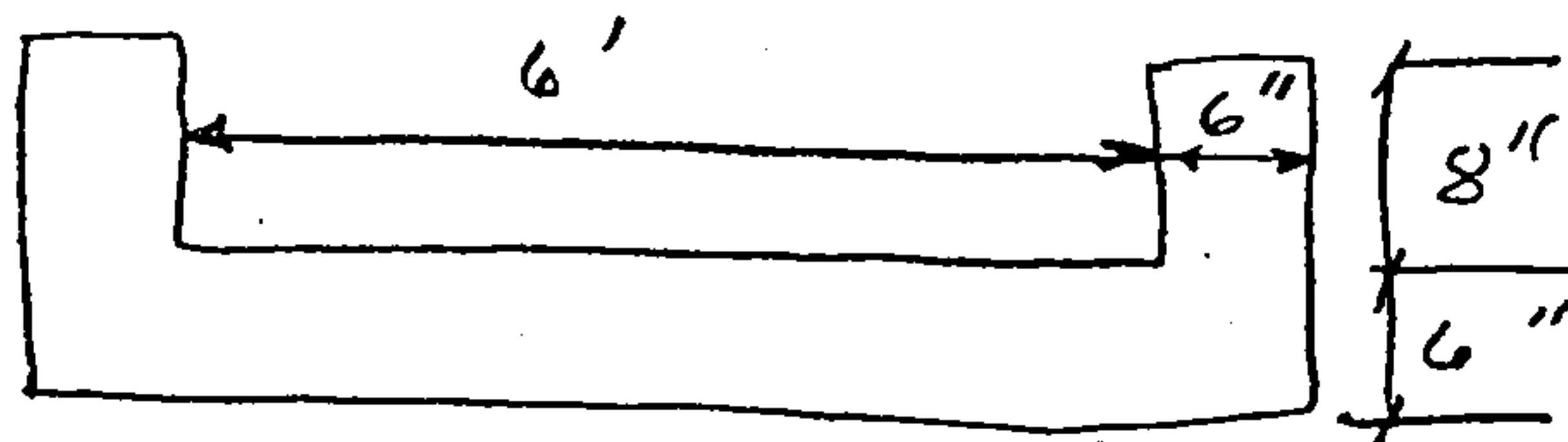
$$Q = 7.06 \text{ CFS}$$

$$V = 0.2001 \text{ AC-FT}$$

• SIZE CHANNEL TO MANHOLE

THIS SHOULD BE SIZED FOR BUILDOUT

$$Q = 20.25 - 4.37 = 15.88 \text{ CFS}$$



$$S = 1\% \quad n = 0.013$$

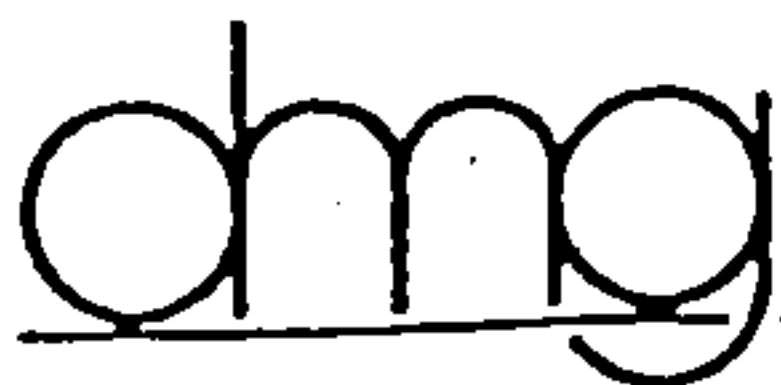
$$d = 0.5$$

$$wp = 7.0$$

$$A = 3.0$$

$$V = 6.50 \text{ F/S}$$

$$Q = 19.49 \text{ CFS} \quad \underline{OK}$$



D. Mark Goodwin & Associates, P.A.
Consulting Engineers and Surveyors

PROJECT SHANEYS HOTEL
SUBJECT DRAINAGE CALCS
BY GSK DATE 4-20-95
CHECKED _____ DATE _____

Revised 7-17-95 SHEET 18 OF _____

- SIZE WIER OPENING FOR CHANNEL

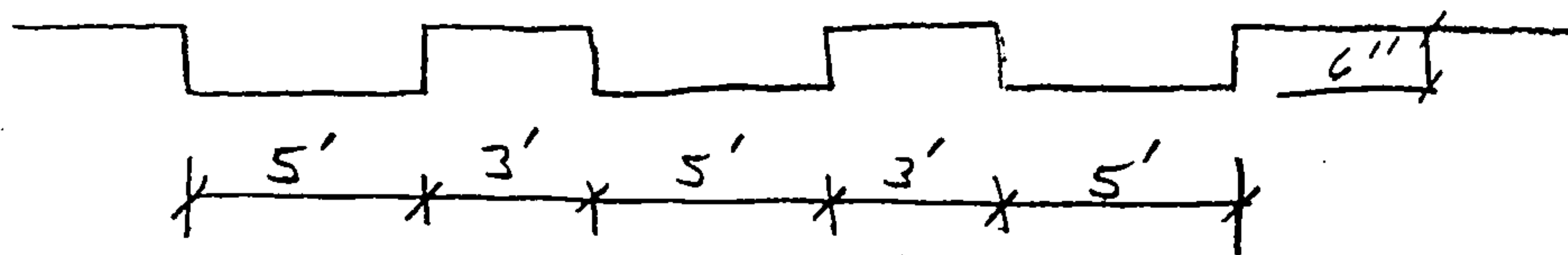
$$Q = 2.95 L H^{1.5}$$

$$H = 0.5'$$

$$L = 14.49'$$

$$Q = 15.1125$$

SAY 3-5' OPENINGS IN CURB.



- DETERMINE VOLUME TO GO INTO POND

FROM SHEET I & SHEET II

$$V = 0.326 + 0.1594 - 0.1553$$
$$= 0.3301 \text{ AC-FT}$$

$$V_{\text{day}} = 0.3301 + 0.89426 \frac{(3.45 - 2.3)}{12}$$

$$= 0.453 \text{ AC-FT}$$

$$= 19,736 \text{ CF} < 20,742.5 \text{ CF OK SEE SHEET II}$$

- DETERMINE IF DOUBLE O INLET IN SUMP IS OKAY

$$\frac{Q}{P} = 3.0 H^{\frac{3}{2}}$$

P = Perimeter = 12 - SIDES DO NOT COUNT
ASSUME 25% CLOGGED.

$$P = 12 \times .75 = 9$$

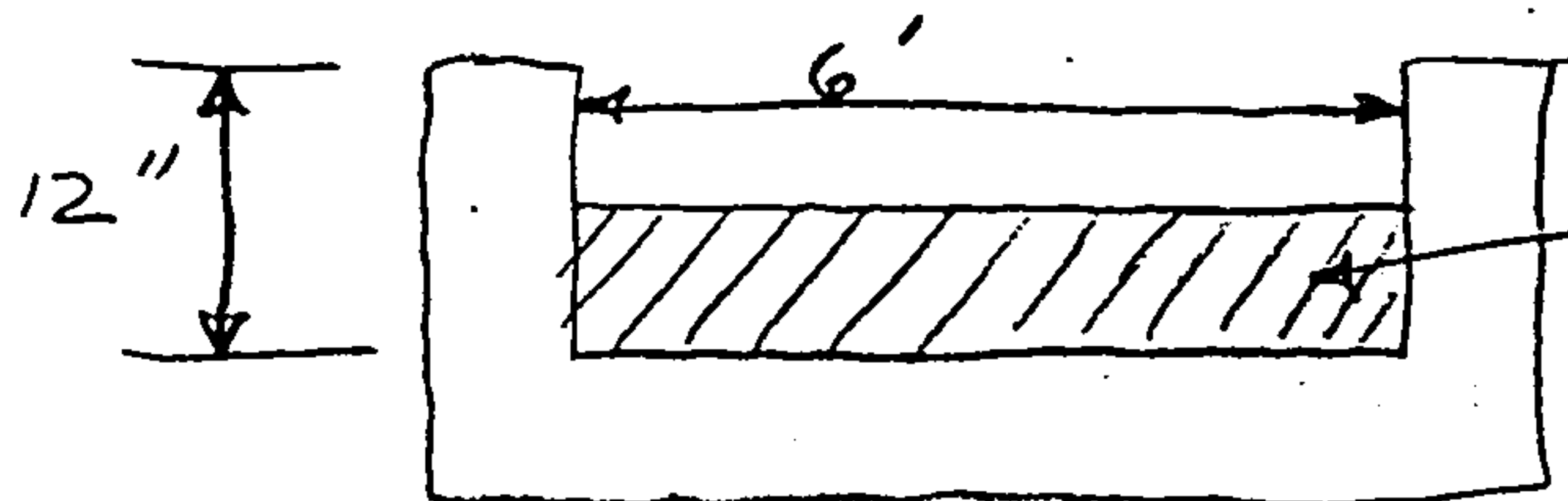
$$Q = 9.20 + 5.49 - 4.37$$
$$= 10.32 \text{ CFS}$$

$$H = 0.53 < 0.67 \text{ OK}$$

- SIZE SPILLWAY

CONCRETE CHANNEL WILL ACT AS SPILLWAY

WIER WILL BE OVER ASPHALT CURB



$$d = 0.34$$

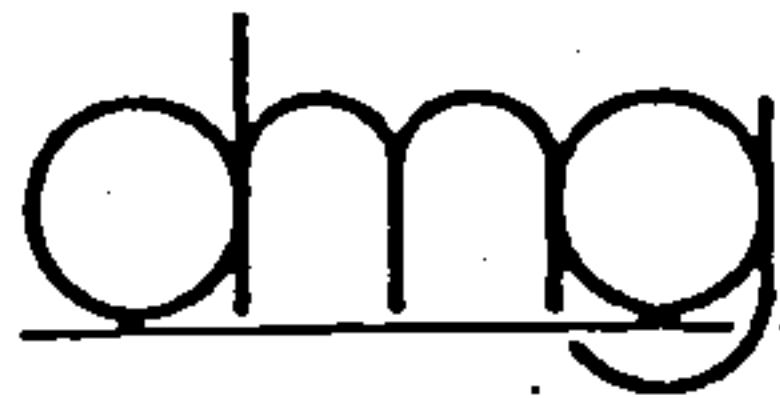
$$V = 5.1837 \text{ F/S}$$

$$w_p = 6.68$$

$$Q = 10.57 \text{ CFS} \approx 10.32$$

$$A = 2.04$$

OK



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PROJECT SHONEY'S HOTEL
SUBJECT DRAINAGE CALCS
BY GJK DATE 5-19-95
CHECKED _____ DATE _____
SHEET 19 OF _____

THE TEMPORARY RETENTION POND IS ONLY UNTIL
THE DOWNSTREAM DRAINAGE IMPROVEMENTS ARE
COMPLETED.

(SEE SHEET 1) ↓

ONCE THE IMPROVEMENTS ARE COMPLETED (PHASE II)
THEN THE 7" ASPHALT CURB IN THE 6' CHANNEL
WILL BE REMOVED. THE DOUBLE "D" INLET WILL THEN
BE FILLED WITH DIRT AND A CONCRETE SLAB
POURED TO MATCH THE CHANNEL. THE 18" RCP
WILL BE REMOVED WITHIN THE POND AREA AND
CAPPED WITH CONCRETE.

100

AHYMO RUN

AHYMO SUMMARY TABLE (AHYMO194) - AMAFCA Hydrologic Model - January, 1994
INPUT FILE = APPLEMV.DAT

RUN DATE (MON/DAY/YR) =04/24/2001
USER NO = M GOODWIN T01

HYDROGRAPH IDENTIFICATION		FROM ID NO.	TO ID NO.	AREA (SQ MI)	PEAK DISCHARGE (CFS)	RUNOFF VOLUME (AC-FT)	RUNOFF (INCHES)	TIME TO PEAK (HOURS)	CFS PER ACRE	PAGE = 1
										NOTATION
START RAINFALL TYPE= 1										TIME= .00
COMPUTE NM HYD	100.00	-	1	.00370	7.54	.250	1.26870	1.500	3.184	RAIN6= 2.300
FINISH										PER IMP= 39.00

AHYMO PROGRAM (AHYMO194) - AMAFCA Hydrologic Model - January, 1994
RUN DATE (MON/DAY/YR) = 04/24/2001
START TIME (HR:MIN:SEC) = 13:44:30 USER NO.= M_GOODWN.I01
INPUT FILE = APPELMV.DAT

START TIME=0.0
***** APPLEBEE'S AT MENAUL AND VASSAR RETENTION POND
***** FILE: c:\AHYMO\APPELMV.DAT APRIL 2001 BY:AMY

***** 100-YEAR, 6-HOUR STORM EVENT FOR RETENTION POND

RAINFALL TYPE=1 RAIN QUARTER=0.0 IN
RAIN ONE=2.00 IN RAIN SIX=2.30 IN
RAIN DAY=2.65 IN DT=0.033333 HR

COMPUTED 6-HOUR RAINFALL DISTRIBUTION BASED ON NOAA ATLAS 2 - PEAK AT 1.40 HR.
DT = .033333 HOURS END TIME = 5.999940 HOURS

.0000	.0013	.0026	.0039	.0052	.0066	.0080
.0095	.0110	.0125	.0140	.0156	.0173	.0190
.0207	.0225	.0243	.0263	.0282	.0303	.0324
.0346	.0369	.0392	.0417	.0443	.0470	.0499
.0528	.0560	.0594	.0649	.0708	.0771	.0907
.1211	.1679	.2350	.3267	.4471	.6007	.7919
1.0253	1.2412	1.3315	1.4078	1.4756	1.5373	1.5942
1.6469	1.6962	1.7425	1.7860	1.8270	1.8658	1.9025
1.9372	1.9702	2.0015	2.0311	2.0593	2.0654	2.0711
2.0765	2.0816	2.0865	2.0912	2.0956	2.0999	2.1041
2.1081	2.1119	2.1157	2.1193	2.1228	2.1262	2.1295
2.1327	2.1358	2.1389	2.1418	2.1447	2.1476	2.1504
2.1531	2.1557	2.1583	2.1609	2.1634	2.1659	2.1683
2.1706	2.1730	2.1752	2.1775	2.1797	2.1819	2.1840
2.1861	2.1882	2.1902	2.1922	2.1942	2.1962	2.1981
2.2000	2.2019	2.2038	2.2056	2.2074	2.2092	2.2109
2.2127	2.2144	2.2161	2.2178	2.2194	2.2211	2.2227
2.2243	2.2259	2.2275	2.2290	2.2306	2.2321	2.2336
2.2351	2.2366	2.2380	2.2395	2.2409	2.2423	2.2438
2.2452	2.2465	2.2479	2.2493	2.2506	2.2520	2.2533
2.2546	2.2559	2.2572	2.2585	2.2598	2.2610	2.2623
2.2635	2.2647	2.2660	2.2672	2.2684	2.2696	2.2708
2.2720	2.2731	2.2743	2.2754	2.2766	2.2777	2.2789
2.2800	2.2811	2.2822	2.2833	2.2844	2.2855	2.2866
2.2876	2.2887	2.2898	2.2908	2.2919	2.2929	2.2939
2.2950	2.2960	2.2970	2.2980	2.2990	2.3000	

***** DEVELOPED CONDITIONS

COMPUTE NM HYD ID=1 HYD NO=100.00 AREA=0.0037 SQ MI
PER A=0.00 PER B=61.00 PER C=0.00 PER D=39.00
TP=0.1333 HR MASS RAINFALL=-1

K = .072649HR TP = .133300HR K/TP RATIO = .545000 SHAPE CONSTANT, N = 7.106420
UNIT PEAK = 5.6970 CFS UNIT VOLUME = .9973 B = 526.28 P60 = 2.0000
AREA = .001443 SQ MI IA = .10000 INCHES INF = .04000 INCHES PER HOUR
RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT = .033333

K = .131967HR TP = .133300HR K/TP RATIO = .990000 SHAPE CONSTANT, N = 3.566429
UNIT PEAK = 5.5053 CFS UNIT VOLUME = .9979 B = 325.15 P60 = 2.0000
AREA = .002257 SQ MI IA = .50000 INCHES INF = 1.25000 INCHES PER HOUR
RUNOFF COMPUTED BY INITIAL ABSTRACTION/INFILTRATION NUMBER METHOD - DT = .033333

PRINT HYD ID=1 CODE=1

PARTIAL HYDROGRAPH 100.00

RUNOFF VOLUME = 1.26870 INCHES = .2504 ACRE-FEET
PEAK DISCHARGE RATE = 7.54 CFS AT 1.500 HOURS BASIN AREA = .0037 SQ. MI.

FINISH

NORMAL PROGRAM FINISH END TIME (HR:MIN:SEC) = 13:44:31

START

TIME=0.0

APPLEBEE'S AT MENAUL AND VASSAR RETENTION POND

FILE: c:\AHYMO\APPLEMV.DAT APRIL 2001 BY:AMY

100-YEAR, 6-HOUR STORM EVENT FOR RETENTION POND

RAINFALL

TYPE=1 RAIN QUARTER=0.0 IN

RAIN ONE=2.00 IN RAIN SIX=2.30 IN

RAIN DAY=2.65 IN DT=0.033333 HR

DEVELOPED CONDITIONS

COMPUTE NM HYD

ID=1 HYD NO=100.00 AREA=0.0037 SQ MI

PER A=0.00 PER B=61.00 PER C=0.00 PER D=39.00

TP=0.1333 HR MASS RAINFALL=-1

ID=1 CODE=1

PRINT HYD

FINISH

APPLEBEE'S
GRADING & DRAINAGE PLAN

CALCULATIONS FOR
APPLEBEE'S

DRAINAGE SUMMARY FOR TRACTS A-1 AND A-2

	From Shoney's Suites					From Applebee's
	1995 Total Site Undeveloped	1995 Proposed Western Half	1995 Proposed Eastern Half	1995 Western Direct Discharge	1995 Entire Site as Developed	2001 Proposed Eastern Half
Area (ac)	4.68	2.325	2.355	1.081	4.68	2.355
Type A	100	0	0	0	0	0
Type B	0	29.35%	95.9%	26.23%	0	0
Type C	0	0	0	0	22%	61.0%
Type D	0	70.65%	4.1%	73.77%	78%	39.09
V (ac-ft)	0.2001	0.3260	0.1594	0.1553	0.7235	0.250
V (cf)	8,716	14,201	6,943	6,765	31,516	10,890
Q (cfs)	7.06	9.20	5.49	4.37	20.25	7.54



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e-mail: dmgs@swcp.com

PROJECT APPLEBEE'S MENTAL + VASSA

SUBJECT _____

BY AMY DATE 4/30/01

CHECKED _____ DATE _____

SHEET 1 OF 5

ACTUAL SIZE OF POND

MAXIMUM WATER SURFACE ELEV = 96 + 7" → USE 96.00

WEST SIDE OF POND

CONTOUR 96	5006 SF	$\left(\frac{5006 + 1082}{2}\right)(96 - 91) = 15,220 \text{ CF}$
CONTOUR 91	1082 SF	

EAST SIDE OF POND

CONTOUR 96	2305 SF	$\left(\frac{2305 + 232}{2}\right)(96 - 92) = 5074$
CONTOUR 92	232 SF	
		<u>20,294 CF</u>

NOW PROPOSED EASTERN HALF

$$P_1 = 2.0 \text{ IN}$$

$$P_6 = 2.3 \text{ IN}$$

$$P_{24} = 2.65 \text{ IN}$$

$$P_{\text{UDRY}} = 10 - \frac{24.9}{\left(\frac{P_{1440}}{P_{1440}}\right)^{1.4}} = 10 - \frac{24.9}{(2.65)^{1.4}} = 3.64 \text{ IN}$$

$$A = 2.355 \text{ AC (ALL THE WAY TO MATRICA CHANNEL)} = 102,584 \text{ SF} = 0.0037 \text{ AC-F}$$

$$\text{TYPE D} = 254 \times 126 + 200 \times 40 = 40,004 \text{ SF} = 0.92 \text{ AC}$$

$$\frac{40,004}{102,584} = 39.0\%$$

$$\text{TYPE B} = 61.0\%$$

FROM ATTYMO

$$Q = 7.54 \text{ CFS}$$

$$V = 0.250 \text{ AC FT} = 10,890 \text{ CF}$$



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PROJECT APPELLE'S MENHUL + VASSAR

SUBJECT _____

BY _____ DATE 4/27/01

CHECKED _____ DATE _____

SHEET 2 OF 5

DESIGN POND

$$NET V_{360} = \begin{matrix} \text{PROPOSED} \\ \text{WESTERN} \end{matrix} + \begin{matrix} 2001 \\ \text{PROPOSED} \\ \text{EASTERN} \end{matrix} - \begin{matrix} 1995 \\ \text{WESTERN} \\ \text{DIRECT} \\ \text{DISCHARGE} \end{matrix}$$

$$= 14,201 + 10,890 - 6765$$

$$= 18,326 \text{ CF}$$

$$NET Q = 9.20 + 7.54 - 4.37 = 12.37 \text{ CFS}$$

FOR RETENTION POND CAN USE
2 X 100 YR

$$V_{\text{pond}} = 2(18,326) = 36,652$$

OR CAN USE V_{10}

$$V_{10} = V_{360} + A_D \times \frac{(P_{10} - P_{360})}{12 \text{ IN/FT}}$$

$$A_D = 1.67 \text{ AC} + 0.92 \text{ AC} = 2.59 \text{ AC}$$

$$V_{10} = 18,326 + 2.59 \text{ AC} \left(\frac{3.64 - 2.3}{12} \right) \frac{43560 \text{ SF}}{\text{AC}} = 30,924 \text{ CF} \leftarrow \text{USE THIS}$$

$$ADDITIONAL V_{\text{needed}} = V_{\text{pond}} - V_{\text{new}}$$

$$= 30,924 - 20,294 = 10,630 \text{ CF}$$

$$\text{REUSE POND SIZE } V_{\text{pond}} = 30,924 \text{ CF}$$

$$\text{MAX WATER SURFACE } C = 96 + 7'' \rightarrow \text{USE } 96.00$$

$$\text{IF LEAVE RT SIDE MOVE } V_{\text{exist}} = 5074$$

TRY 2:1 SLOPE ON LEFT

$$A_{96} = 145 \times 56 = 8120$$

$$A_{91} = 37 \times 126 = 4662$$

$$V = \frac{(8120 + 4662)(96 - 91)}{2} = 31,955$$

TRY 2:1 SLOPE ON RT

$$A_{96} = 78 \times 60 = 4680$$

$$A_{91} = 58 \times 40 = 2320$$

$$V = \frac{(4680 + 2320)(96 - 91)}{2} = 17,500$$



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PROJECT APPLEBY'S MENHUL + USM

SUBJECT _____

BY Amy DATE 4/27/01

CHECKED _____ DATE _____

SHEET 3 OF 5

TRY 3:1 SLOPE ON LEFT

$$A_{96} = 140 \times 43 = 6020$$

$$A_{91} = 15 \times 110 = 1650$$

$$\left(\frac{6020 + 1650}{2} \right) 5 = 19,175$$

TRY 2.5:1 ON RT

$$A_{96} = 78 \times 53 = 4134$$

$$A_{90} = 23 \times 48 = 1104$$

$$\left(\frac{4134 + 1104}{2} \right) (96 - 90) = 15,714$$

$$A_{91} = 28 \times 53 = 1484$$

$$\left(\frac{4134 + 1484}{2} \right) (96 - 91) = 14,045$$

TRY 3:1 ON RIGHT

$$A_{96} = 71 \times 45 = 3195$$

$$A_{91} = 43 \times 16 = 688$$

$$\left(\frac{3195 + 688}{2} \right) (96 - 91) = 9708$$

$$A_{89} = 37 \times 10 = 370$$

$$\left(\frac{3195 + 370}{2} \right) (96 - 89) = 12,478$$

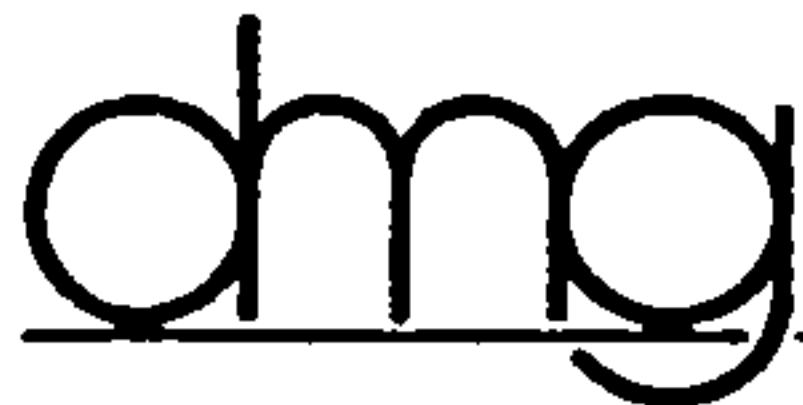
$$A_{90} = 40 \times 13 = 520$$

$$\left(\frac{3195 + 520}{2} \right) (96 - 90) = 11,145$$

3:1 SLOPE ON LEFT FROM 96 TO 91 19,175

3:1 SLOPE ON RT FROM 96 TO 89 12,478

31,652 > 30,924 ✓



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PROJECT APPLEBEE'S MENDOTA + VASSAR

SUBJECT _____

BY AMJ DATE 4/28/01

CHECKED _____ DATE _____

SHEET 4 OF 5

ARE POND, CHANNEL, INLET, AND PIPE SUFFICIENTLY SIZED AS STONEY'S
TO INCLUDE DEVELOPED FLOW FROM APPLEBEE'S?

$$Q_{NET} = 12.37 \text{ CFS} \quad , \quad V_{300} = 18,326 \text{ CF}$$

POND

$$V_{NEEDED} = 30,924 \text{ CF} \quad \text{FOR RETENTION POND}$$

$$V_{NOW} = 20,294 \text{ CF}$$

POND IS NOT SUFFICIENTLY SIZED. IT WILL BE INCREASED TO 31,650 CF

CHANNEL

$$\text{SIZED FOR } Q = 15.88 \text{ CFS} > 12.37 \text{ CFS} \quad \checkmark$$

CHANNEL IS ADEQUATE

INLET

DOUBLE P INLET

$$Q = 0.6 A \sqrt{2gh}$$

$$\text{GRATE } 3.5" \text{ DEEP} \rightarrow h = \frac{3.5 \text{ IN}}{2} \frac{\text{FT}}{12 \text{ IN}} = 0.146 \text{ FT}$$

$$\text{OPENING IN SINGLE GRATE} = 4.56 \text{ SF}$$

$$Q = 2 \left[0.6 (4.56) \sqrt{2(32.2)(0.146)} \right] = 2 (8.39) = 16.78 > 12.37 \text{ CFS} \quad \checkmark$$

DOUBLE D INLET IS ADEQUATE

PIPE

24" RCP

ORIFICE

$$Q = 0.6 A \sqrt{2gh}$$

$$A = \frac{\pi D^2}{4} = \pi$$

$$h = 92.82 - \left[89.50 + \frac{1}{2}(12) \right] = 2.32 \quad \text{DEV FROM AS-BUILT.}$$

$$Q = 0.6 \pi \sqrt{2(32.2)(2.32)} = 23.02 > 12.37 \quad \checkmark$$

MANNINGS

$$Q = \frac{0.463 D^{8/3} S^{1/2}}{n} \quad \text{FOR FLOWING FULL}$$

$$S = \frac{92.82 - 89.50}{312} = 0.0106$$

$$Q = \frac{0.463 (2)^{8/3} \sqrt{0.0106}}{0.12} = 25.27 > 12.37 \quad \checkmark$$

PIPE IS ADEQUATE



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PROJECT APPLEBEE'S MENAUL + VASSA

SUBJECT _____

BY AMY DATE 4/28/01

CHECKED _____ DATE _____

SHEET 5 OF 5

SIZE PIPE FROM INLET AT APPLEBEE'S TO POND

$$Q_{REQ} = 7.54 \text{ CFS}$$

MANNING'S $D = 1.33 \left(\frac{nQ}{\sqrt{S}} \right)^{3/8}$ FOR FULL FLOW

$$S = \frac{96.25 - 91.00}{143} = .0367$$

$$D = 1.33 \left(\frac{.012 (12.37)}{\sqrt{.0367}} \right)^{3/8} = 0.91 \text{ FT} \approx 10.9 \text{ IN} \rightarrow 12''$$

ORIFICE

$$Q = 0.6 A \sqrt{2gh}$$

TRY $D = 1 \text{ FT}$

$$A = \frac{\pi D^2}{4} = \frac{\pi (1)^2}{4} = 0.7850$$

$$h = 101.25 - [91.00 + 1/2(1)] = 9.75$$

$$Q = 0.6 (0.7850) \sqrt{2(32.2)(9.75)} = 11.80 > 7.54 \checkmark$$

USE 12" RCP

SIZE INLET AT APPLEBEE'S

SINGLE D INLET CAN HANDLE 8.39 CFS > 7.54 CFS ✓

SIZE CHANNEL FROM APPLEBEE'S TO STANLEY'S

$$.5 \sqrt{7.5}$$

$$Q = 2.95 L H^{3/2}$$

$$= 2.95 (7.5) (.5)^{3/2} = 7.82 > 7.54 \checkmark$$

1882 d Albq Title Dnwnrn

PRIVATE DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is entered into effective the 22nd day of June, 2001, by and between **HPT SUITE PROPERTIES TRUST**, a Maryland real estate investment trust ("HPT"), **GLEN ROCK HOLDING CORP.**, a Delaware corporation ("GRHC") and **SHOLODGE, INC.**, a Tennessee corporation ("SHOLODGE").

WHEREAS, HPT is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract A-1 of the Plat of Tracts A-1 and A-2 (formerly Tract A), Sandia Foundation - AMAFCA Subdivision, Section 10, Township 10 North, Range 3 East, N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on August 26, 1999, in Plat Book 99C, page 247.

("Tract A-1"); and

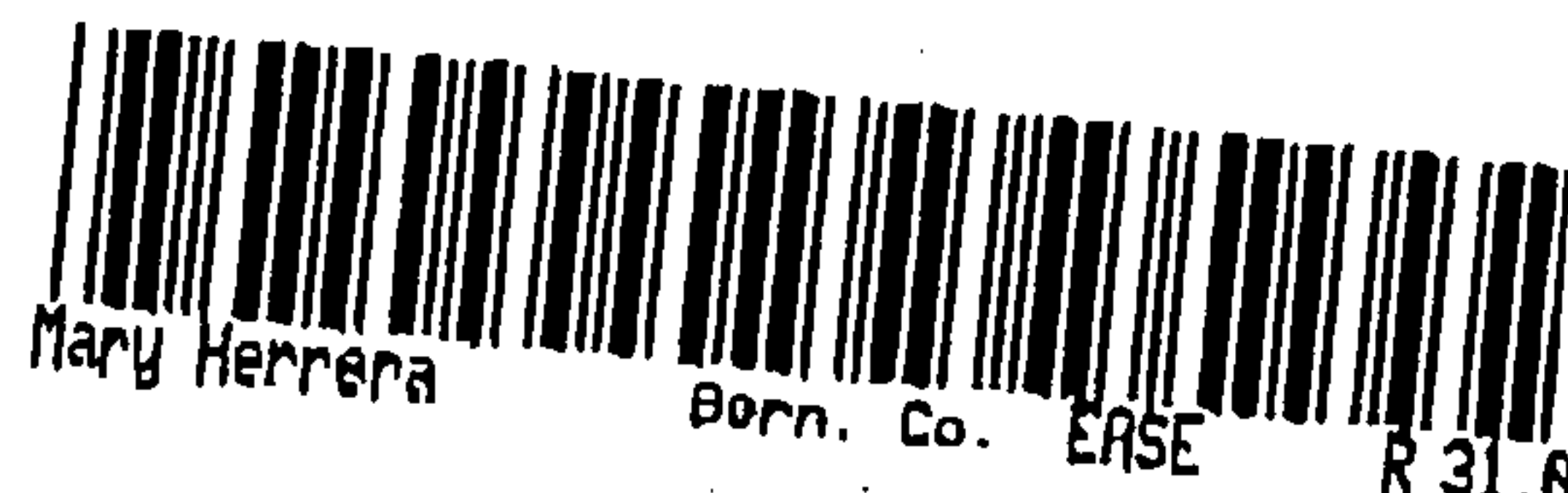
WHEREAS, GRHC is the holder of a leasehold interest in Tract A-1 (the holder of such leasehold interest in Tract A-1 is hereafter referred to as the "Tenant"); and

WHEREAS, SHOLODGE is the owner of the following described real property located in the County of Bernalillo, State of New Mexico, to-wit:

Tract A-2 of the Plat of Tracts A-1 and A-2 (formerly Tract A), Sandia Foundation - AMAFCA Subdivision, Section 10, Township 10 North, Range 3 East, N.M.P.M., Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on August 26, 1999, in Plat Book 99C, page 247.

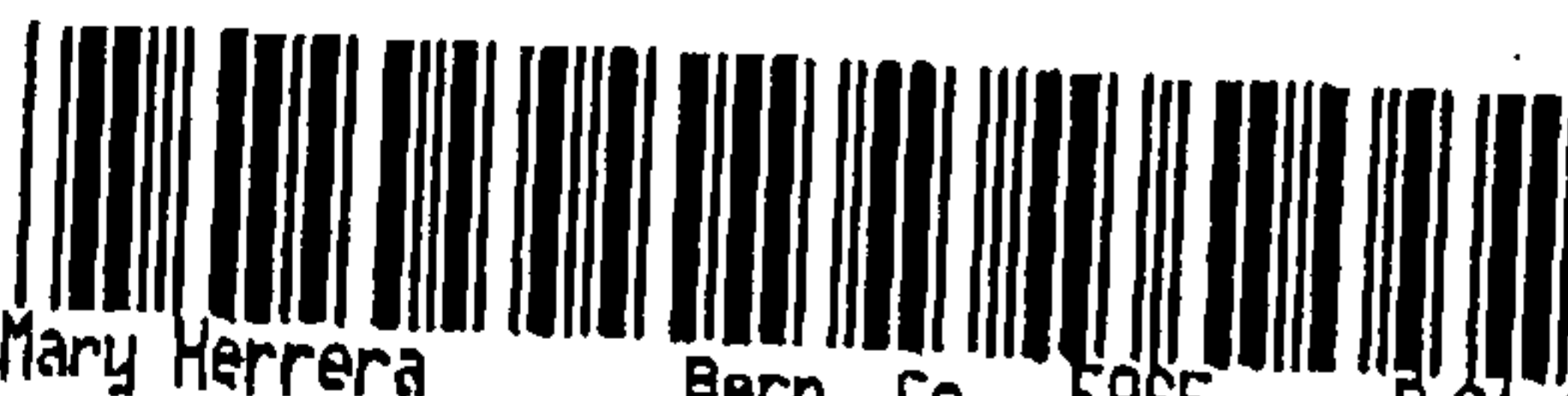
("Tract A-2"); and

WHEREAS, the parties desire to provide for a private drainage easement on Tract A-1 for the benefit of Tract A-2.



NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

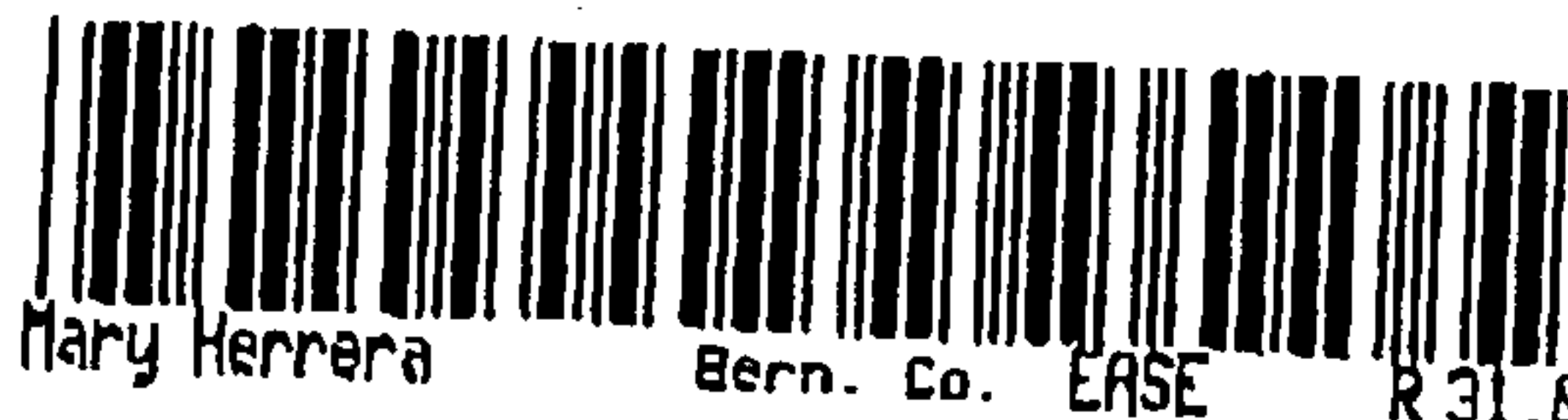
1. HPT hereby grants SHO LODGE, its successors and assigns, for the benefit of Tract A-2, a permanent non-exclusive private drainage easement in, over, upon and across the portion of Tract A-1 more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference ("Drainage Easement").
2. The Drainage Easement shall be limited to surface drainage from Tract A-2 at such time as the temporary pond currently existing on Tract A-2 is no longer permitted by the City of Albuquerque to accept drainage from Tract A-1 and Tract A-2.
3. At such time as the temporary pond currently existing on Tract A-2 is no longer permitted by the City of Albuquerque to accept drainage from Tract A-1 and Tract A-2, the owner of Tract A-2, at its sole cost and expense, shall construct within the Drainage Easement a seven and one-half foot (7 1/2') wide concrete channel from the boundary of Tract A-2 to the existing asphalt located on Tract A-1 as shown on Exhibit "A" hereto and a six foot (6') concrete channel from the existing asphalt located on Tract A-1 to Menaul Boulevard as shown on Exhibit "A" attached hereto. Thereafter, the owner of Tract A-1 shall maintain such concrete channels and asphalt areas, and the costs for maintaining the Drainage Easement after the water from Tract A-2 commences draining across Tract A-1 shall be borne: (a) by the owner of Tract A-1 as to the asphalt areas on Tract A-1; (b) by the owner of Tract A-2 as to the seven and one-half foot (7 1/2') wide concrete channel which will run diagonally from Tract A-2 to the asphalt area of Tract A-1;



and (c) equally by the owners of Tract A-1 and Tract A-2 as to the six foot (6') concrete channel from the asphalt area on Tract A-1 diagonally to the right-of-way for Menaul Boulevard.

4. Any owner entitled to be reimbursed by the other owner pursuant to the provisions of this Agreement may bill such other owner for its proportionate share of the repair and maintenance costs and expenses as allocated herein. All amounts so billed shall be payable within thirty (30) days of the date the bill is received. All such bills shall be in reasonable detail and indicate the scope of the work performed, the total costs involved and the proportionate share thereof for which reimbursement is being sought. Upon request by the recipient of such bill, the owner seeking reimbursement shall provide such additional information as may be necessary or desirable to determine the accuracy of the bill submitted. Upon the failure of the recipient of such bill to pay its proportionate share of the costs and expenses for which reimbursement is being sought within thirty (30) days following receipt of such bill, or, if applicable, receipt of such additional information, the amount owed shall bear interest at fifteen percent (15%) per annum or, if less, the highest rate allowed by law until paid.

5. The owner of Tract A-2 shall indemnify and hold the owner of Tract A-1 and the Tenant harmless from and against any and all losses, costs (including, without limitation, court costs), liabilities, actions, causes of action, suits, claims, demands, expenses (including, without limitation, reasonable attorneys' fees) and damages of any kind and nature whatsoever resulting or arising from the use or exercise of the rights granted in this Agreement by the owner of Tract A-2 or its tenants or the invitees, agents, employees or customers of such owner or its tenants, including, without limitation, any of the foregoing in connection with loss of life, personal injury,



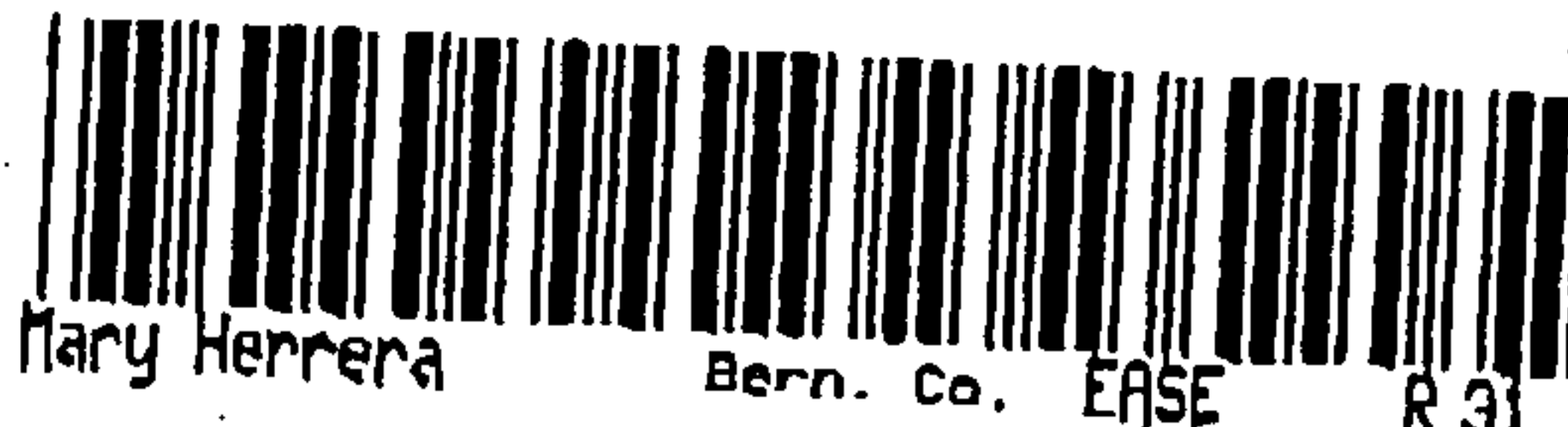
damage to property or any combination of the foregoing; provided, however, that the owner of Tract A-2 shall have no obligation to defend, indemnify and hold the owner of Tract A-1 and the Tenant harmless from and against any losses, costs, liabilities, actions, causes of action, suits, claims, demands, expenses or damages arising from the negligence or willful misconduct of the owner of Tract A-1 or its tenants (including the Tenant), or invitees, agents, employees or customers of such owner or its tenants.

6. To the extent, if at all, §56-7-1 N.M.S.A. 1978 is applicable to this Agreement, no indemnity obligation provided in this Agreement will extend to any liability, claims, damages, losses or expenses, including attorney's fees, relating to the construction, installation, alteration, modification, repair, maintenance, servicing, demolition, excavation, drilling, reworking, grading, paving, clearing, site preparation or development of any real property or of any improvement on, above or under real property and arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee, or (ii) the giving or the failure to give directions or instructions by the indemnitee, or the agents or the employees of the indemnitee, where the giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

7. GRHC hereby approves of the granting of the Drainage Easement and agrees that the Tenant shall be responsible for all maintenance obligations of the owner of Tract A-1 related to the Drainage Easement created by this Agreement during the term of the lease of Tract A-1.



8. All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by facsimile (with a copy sent by United States first class mail, postage prepaid). All notices requested herein to be sent to the owner of Tract A-1 shall be sent to HPT Suite Properties Trust, 400 Centre Street, Newton, Massachusetts 02458, Attn: Mr. John G. Murray, Telecopy (617) 969-5730, or such other address as the owner of Tract A-1 may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by such owner in accordance with such procedure, with a copy to Sullivan & Worcester LLP, One Post Office Square, Boston, Massachusetts 02109, Attn: Elizabeth S. Wigon, Telecopy (617) 338-2880. All notices required herein to be sent to the Tenant shall be sent to Glen Rock Holding Corp., 700 Route 46 East, Fairfield, New Jersey 07004, Telecopy (973) 882-7635, or such other address as the Tenant may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by the Tenant in accordance with such procedure, with a copy to Prime Law Department, 700 Route 46 East, Fairfield, New Jersey 07004, Attn: Joseph Bernadino, Esq., Telecopy (973) 882-1787. All notices required herein to be sent to the owner of Tract A-2 shall be sent to Sholodge, Inc., 130 Maple Drive North, Hendersonville, Tennessee 37075, Telecopy (615) 264-1758, or such other address as the owner of Tract A-2 may designate in accordance with the notice procedure set forth in the last sentence of this paragraph, and, unless directed otherwise by such owner in accordance with such procedure, with a copy to Boulton, Cummings, Connors & Berry, PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, Attn: Patrick L. Alexander, Esq., Telecopy (615) 252-6362.



Any such notice, to the extent same has been properly addressed, shall be deemed to be delivered upon the earlier to occur of (i) actual receipt (which in the case of mail shall be evidenced by the date of receipt set forth on the return receipt statement and in the case of facsimile shall be upon receipt by the sender of confirmation of receipt by the addressee) or (ii), if applicable, five (5) days after the notice has been deposited in the United States mail in accordance with the provisions of this paragraph. Each such owner or the Tenant shall have the right to change its address for the receipt of notices required herein (i) by giving the other owner or the Tenant notice of the new address in accordance with the terms of this paragraph and (ii) by specifying the new address in an instrument recorded in the office of the County Clerk of Bernalillo County, New Mexico, in both cases at least fifteen (15) days prior to such new address becoming effective.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors-in-title.

10. Each covenant and undertaking in this Agreement shall run with the land. From and after the conveyance (whether fee simple title or leasehold interest) of all or a portion of Tract A-1 or Tract A-2, as applicable by the then current owner or tenant thereof, as applicable, such then current owner or tenant, as applicable, shall be released from duties or obligations under this Agreement to the extent of the Tract or portion thereof conveyed, and the transferee acquiring title (whether fee simple title or leasehold interest) to such Tract or portion thereof shall be responsible for such duties and obligations arising from and after such conveyance by virtue of becoming the owner or tenant of the Tract or portion thereof; provided, however, that an owner or tenant

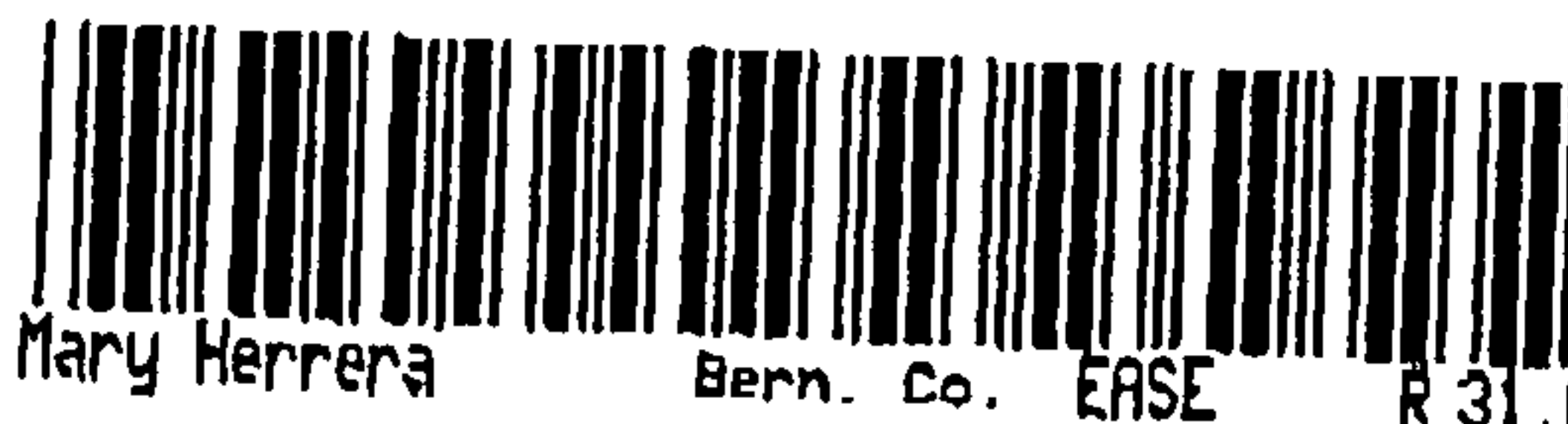


transferring title (whether fee simple or leasehold interest) to all or a portion of Tract A-1 or Tract A-2, as applicable, shall not be released from any liability, damage or other claims resulting from such owner's or tenant's failure to comply with its duties and obligations under this Agreement prior to such conveyance or based upon an event which occurred prior to such conveyance.

11. In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision hereof. No amendment to this Agreement and no waiver of any right hereunder shall be binding upon the owner of Tract A-1, the Tenant or the owner of Tract A-2 unless such amendment or waiver is in writing and signed by the owner of Tract A-1, the Tenant and the owner of Tract A-2. No failure of the owner of Tract A-1, the Tenant or the owner of Tract A-2 to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms herewith, shall constitute a waiver of said right or power, or of the right of the owner of Tract A-1, the owner of Tract A-2 or the Tenant, as applicable, to demand exact compliance with the terms hereof. Time is of the essence of this Agreement.

12. Nothing contained herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the owner of Tract A-1, the Tenant and the owner of Tract A-2.

13. In the event the owner of Tract A-1, the Tenant or the owner of Tract A-2 files suit to enforce the performance of or obtain damages caused by a default under any of the terms of this



Agreement, the owner of Tract A-1, the Tenant or the owner of Tract A-2 against whom a judgment is rendered shall pay the reasonable attorneys' fees of the non-prevailing party or parties.

14. In the event of any violation or threatened violation of any provision of this Agreement by any owner or its tenants (including the Tenant), invitees, employees, agents or customers, or the invitees, employees, agents or customers of such tenants, the other owner or tenant (including the Tenant), as applicable, shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

15. The captions of this Agreement are for convenience only and do not constitute a part of the provisions hereof.

16. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm, association or other business arrangement.

17. This instrument may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this instrument may be executed by one or more of the parties hereto, and some different counterparts or copies executed by other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto ("Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs any other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jurat or similar pages thereto from the counterpart or copy hereof executed by Signing Party and affix same to another identical



counterpart or copy hereof such that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one counterpart or copy hereof to which are attached signature pages containing signatures of all parties hereto together with any such acknowledgment, attestation, witness, jurat or similar pages relating thereto.

18. The declaration of trust establishing HPT, a copy of which, together with all amendments thereto (the "Declaration"), is duly filed with the Department of Assessments and Taxation of the State of Maryland, provides that the name "HPT Suite Properties Trust" refers to the Trustees under the Declaration collectively as Trustees, but not individually or personally, and no trustee, officer, shareholder, employee or agent of HPT shall be held to any personal liability, jointly or severally, for any obligation of, or claim against, HPT. All persons dealing with HPT, in any way, shall look only to the assets of HPT for the payment of any sum or the performance of any obligation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective the date first hereinabove set forth.

SEE SEPARATE SIGNATURE AND NOTARY PAGES ONE, TWO AND THREE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.



Born. Co. EASE

R 31.00

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SIGNATURE AND NOTARY PAGE ONE TO
PRIVATE DRAINAGE EASEMENT AGREEMENT
DATED JUNE 22, 2001

HPT SUITE PROPERTIES TRUST,
a Maryland real estate investment trust

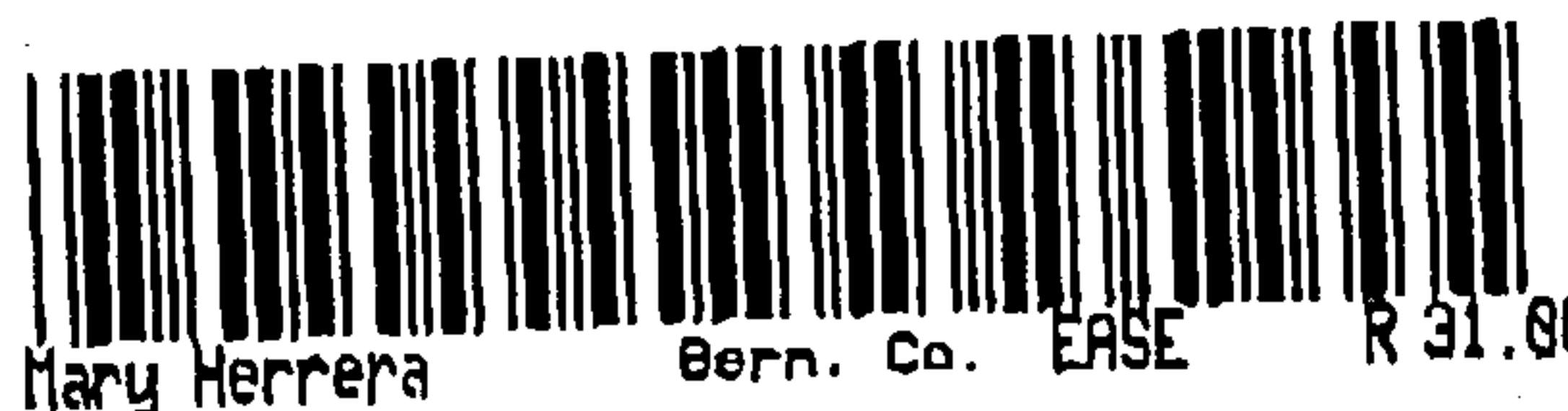
By: John G. Murray
Its: President

Commonwealth
STATE OF Massachusetts
COUNTY OF Middlesex

This instrument was acknowledged before me on June 22, 2001, by John G. Murray, President of HPT SUITE PROPERTIES TRUST, a Maryland real estate investment trust.

MY COMMISSION EXPIRES:
07/27/01

Doreen A. Vozzella
NOTARY PUBLIC.



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Page: 18 of 13
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SIGNATURE AND NOTARY PAGE TWO TO
PRIVATE DRAINAGE EASEMENT AGREEMENT
DATED JUNE 22, 2001

GLEN ROCK HOLDING CORP.,
a Delaware corporation

By: *[Signature]*

Its: President

STATE OF New Jersey
COUNTY OF Essex

This instrument was acknowledged before me on June 15th, 2001, by Douglas Vicari, President of GLEN ROCK HOLDING CORP., a Delaware corporation.

MY COMMISSION EXPIRES: _____

[Signature]
NOTARY PUBLIC

PATRICIA LIPOWSKY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 9, 2004



Mary Herrera

Barn. Co. EASE

R 31.00

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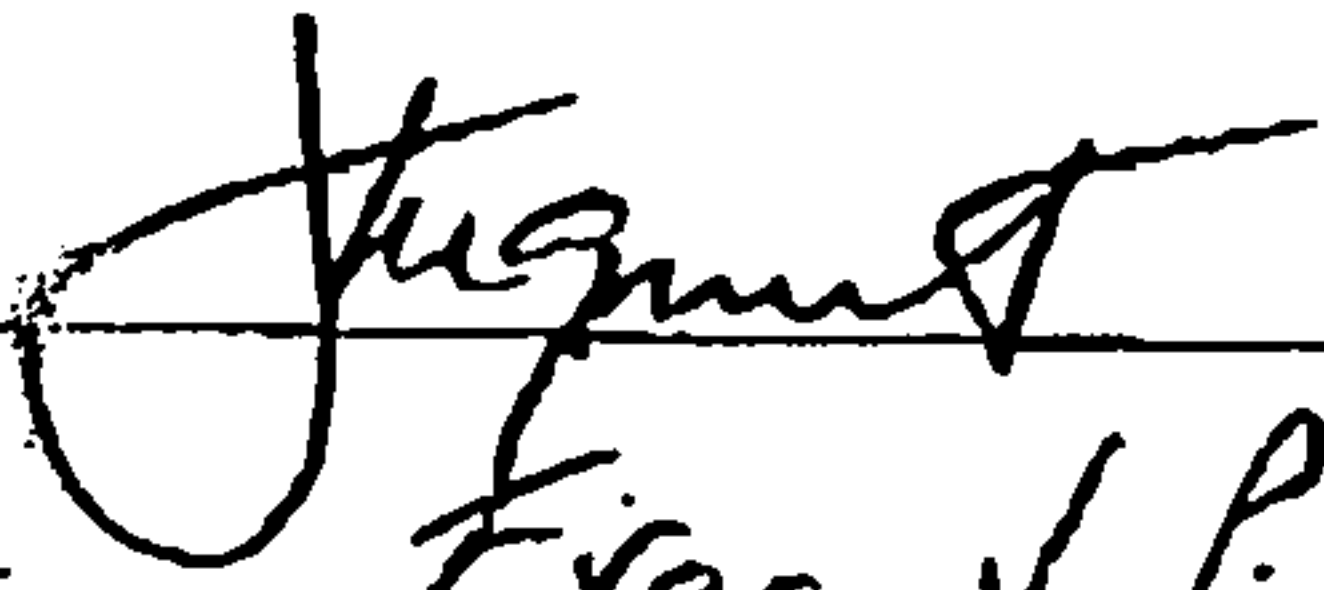
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SIGNATURE AND NOTARY PAGE THREE TO
PRIVATE DRAINAGE EASEMENT AGREEMENT
DATED JUNE 22, 2001

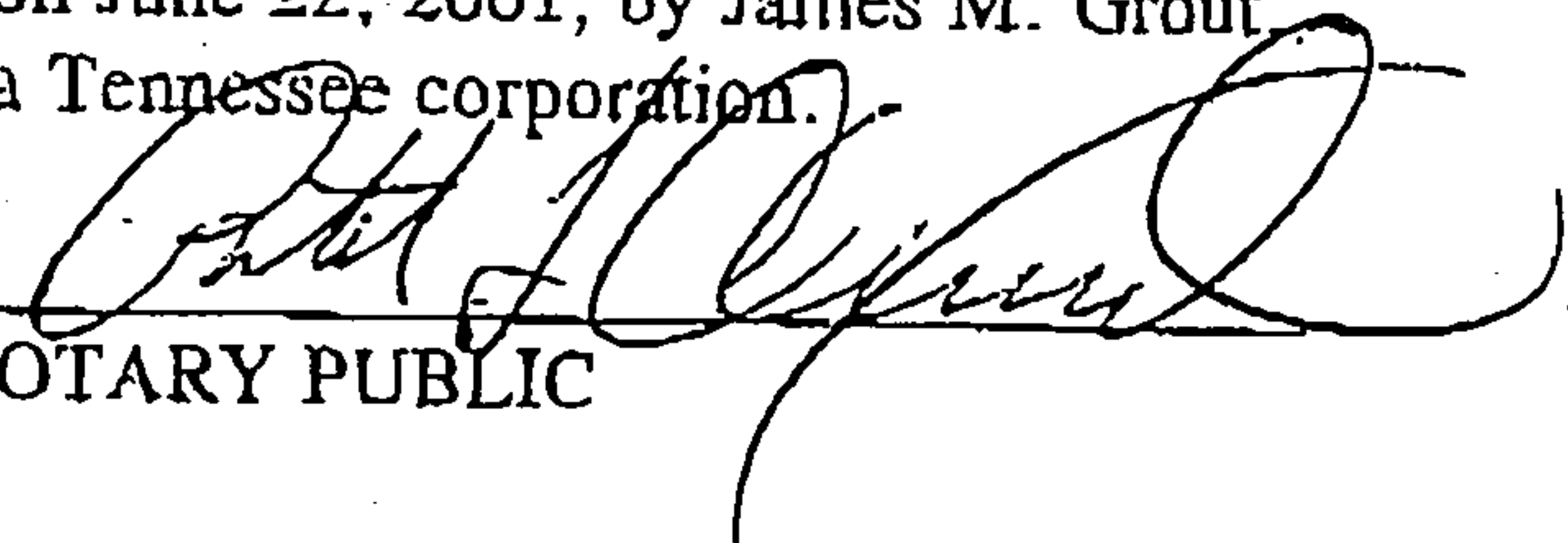
SHO LODGE, INC., a Tennessee corporation

By: 
Its: Exec. V.P.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

This instrument was acknowledged before me on June 22, 2001, by James M. Grout
Executive Vice President of SHO LODGE, INC., a Tennessee corporation.

MY COMMISSION EXPIRES:
November 27, 2004


NOTARY PUBLIC



Mary Herrera

Bern. Co. EASE

R 31.00

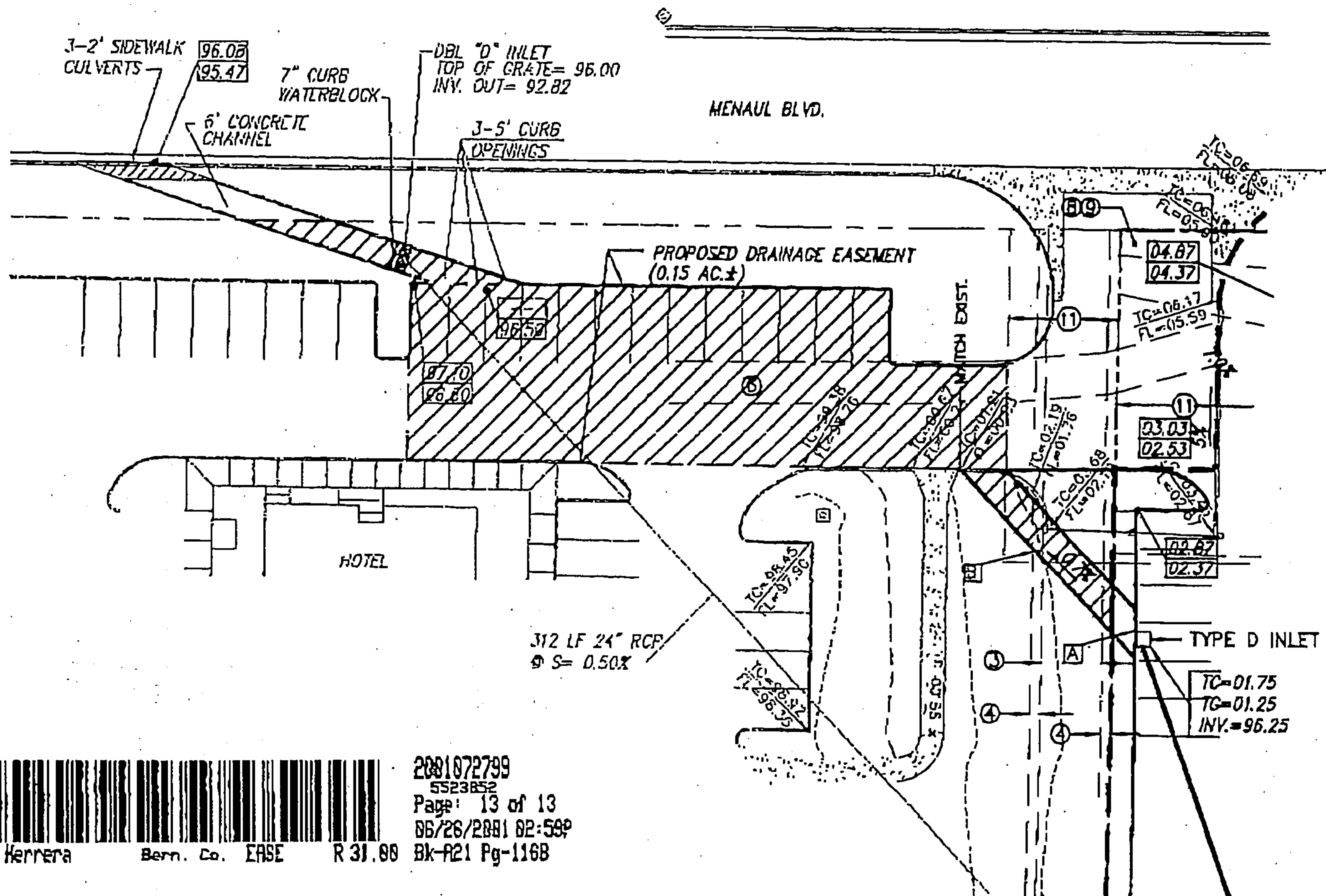
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Mary Herrera

Bern. Co. EASE

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FUTURE KEYED NOTES

THIS WORK TO BE COMPLETED ONCE DRAINAGE EASEMENT IS ACQUIRED.

- [A] 10.8 FT WIDE CURB OPENING
- [B] 7.5 FT WIDE CONCRETE CHANNEL

EXHIBIT "A"



D. Mark Goodwin and Associates, P.A.
Consulting Engineers

P.O. Box 90606 ♦ Albuquerque, NM 87199
(505) 828-2200 ♦ (505) 797-9539 fax
e-mail: dmg@swcp.com

LETTER OF TRANSMITTAL

TO: JOHN MURRAY DATE: 7/6/01
COA HYDROLOGY/ONE STOP
RE: APPLEBEE'S AT
MENTAUL + VASSAR
(H16/D133)

We are sending:

COPY OF RECORDED DRAINAGE EASEMENT

_____ For your approval

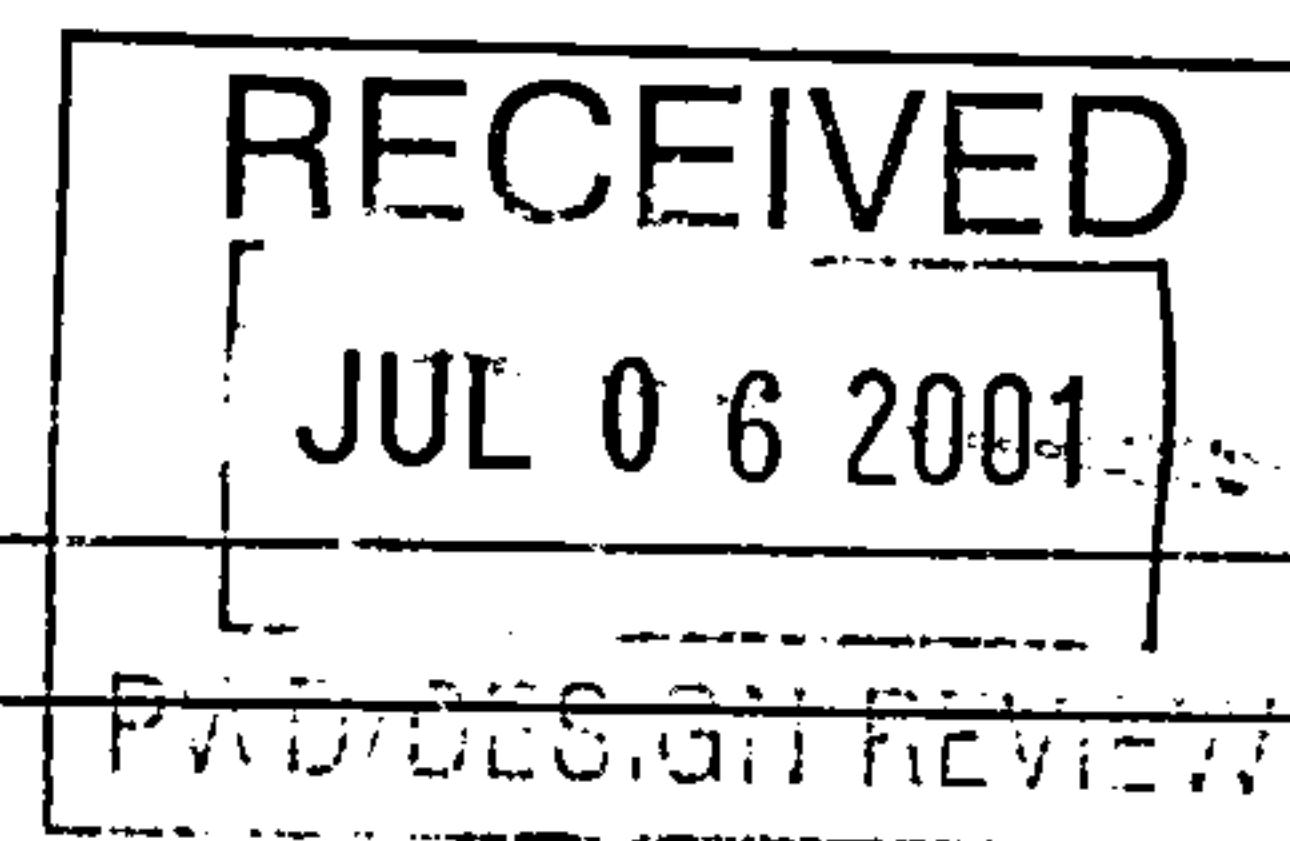
☒ For your information

_____ As you requested

_____ For your comments

_____ Pre-Design Meeting

NOTES: _____



Project Engineer _____

SIGNED: _____