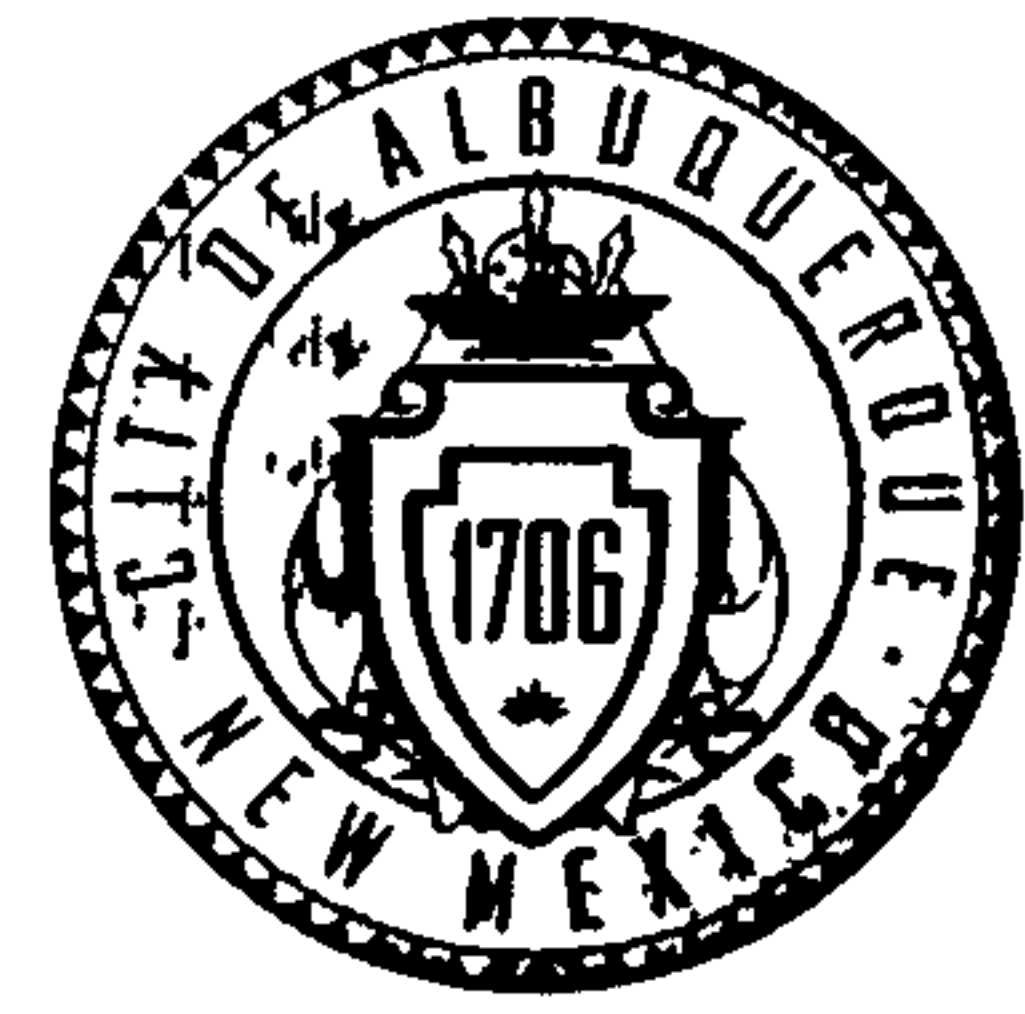


CITY OF ALBUQUERQUE



October 28, 2016

Graham Hogan
Studio GP, LLC
400 Gold Ave., SW
Albuquerque, NM

Re: Dialogue Brewery - 1501 1st NW; Bldg Permit #201691052
Request for Certificate of Occupancy- Transportation Development
Architect's Stamp dated 05-18-16 (J14D040A)
Certification dated 10-25-16

Dear Mr. Hogan,

Based upon the information provided in your submittal received 10-27-16, Transportation Development has no objection to the issuance of a Permanent Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a Permanent Certificate of Occupancy to be issued by the Building and Safety Division.

If you have any questions, please contact me at (505) 924-3981.

Sincerely,

Monica Ortiz
Plan Checker, Transportation & Hydrology
Development Review Services

mao via email
C: CO Clerk, File

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

Project Title: DIALOGUE BREWING Building Permit #: 201691052 City Drainage #: J141040A

DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: _____

City Address: 1501 1ST STREET NW, ALBUQUERQUE, NM 87102

Engineering Firm: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____ E-mail: _____

Owner: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____ E-mail: _____

Architect: STUDIO GP, LLC Contact: GRAHAM HOGAN

Address: 400 GOLD AVE SW, ALBUQUERQUE NM 87102

Phone#: (505) 238-1547 Fax#: _____ E-mail: GRAHAM@STUDIOGP.CO

Other Contact: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____ E-mail: _____

Check all that Apply:

DEPARTMENT:

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

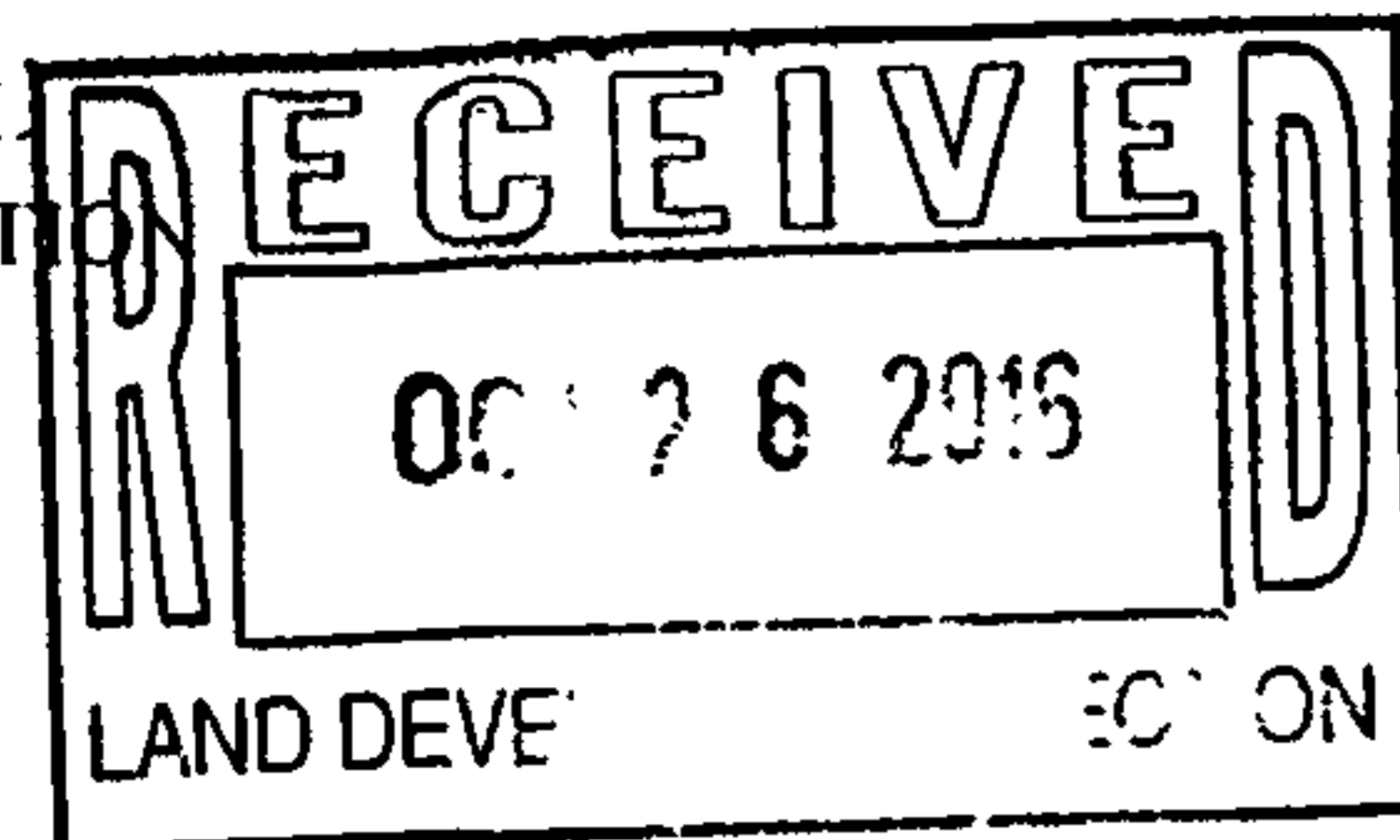
TYPE OF SUBMITTAL:

- ☐ ENGINEER/ ARCHITECT CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)

☐ OTHER (SPECIFY) _____

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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



IS THIS A RESUBMITTAL? ☒ Yes ☐ No

DATE SUBMITTED: 10/26/16 By: GRAHAM HOGAN

COA STAFF ELECTRONIC SUBMITTAL RECEIVED _____

STUDIOGP
ARCHITECTURE
P L L C
400 Gold Ave SW Suite 850
Albuquerque, NM 87102
T (505) 243-8100

STUDIOGP ARCHITECTURE

400 Gold Ave SW Suite 850 Albuquerque, NM 87102
T (505) 243-8100

October 25, 2016

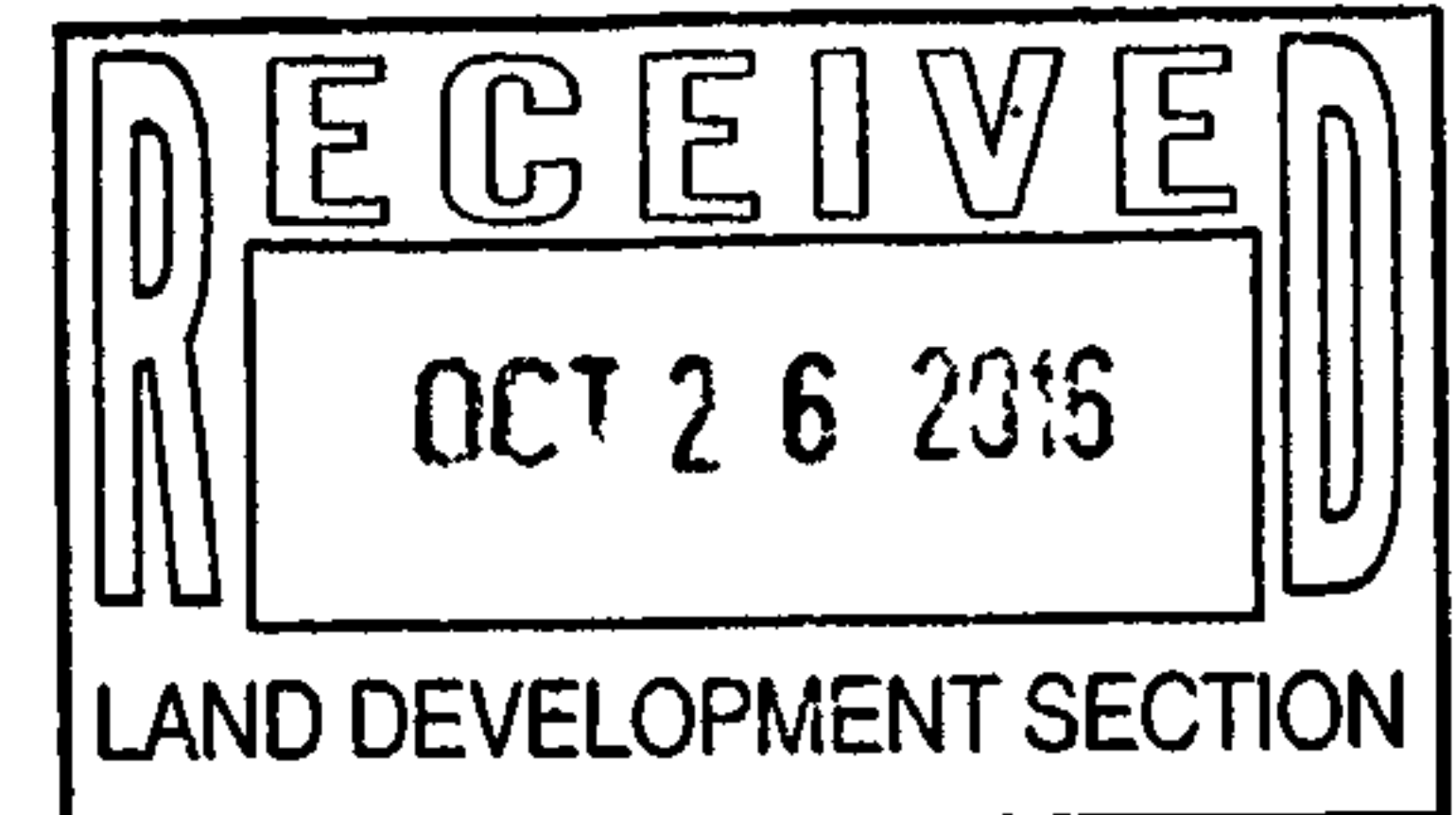
City of Albuquerque

Planning Department

Development & Building Services Division

600 2nd Street, NW

Albuquerque, NM 87102



Project: Dialogue Brewing
Site: 1501 1st Street NW
Albuquerque, NM 87102
Permit #: 201691052

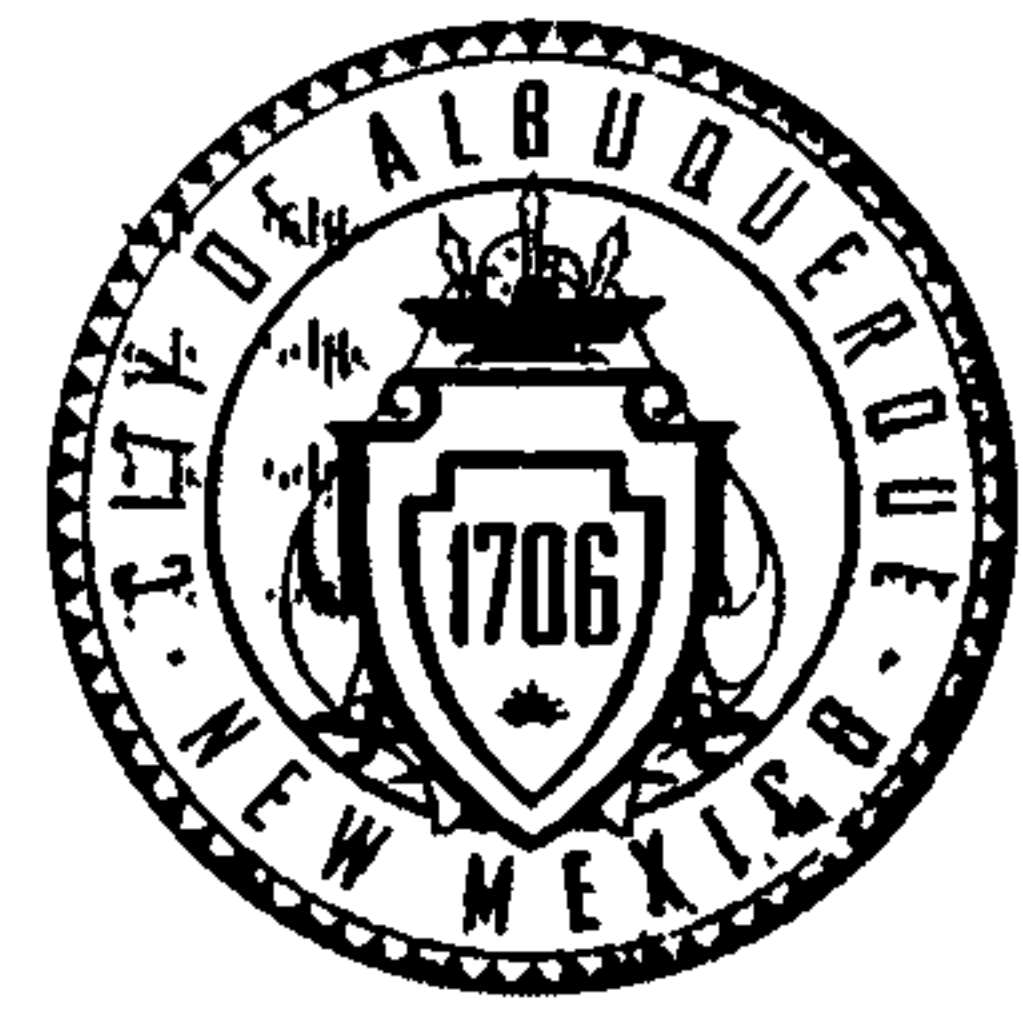
RE: TRAFFIC CERTIFICATION

I, Graham Hogan, New Mexico registered architect with the firm Studiogp, llc. hereby certify that this project is in substantial compliance with and in accordance with the design intent of the TCL approved plan. The original permit TCL has redline edits that are part of the city permit drawings. I further certify that I have personally visited the project site and have determined by visual inspection that the conditions called for in the 'city of Albuquerque's' traffic circulation layout letter dated may 19, 2016 has been completed.

The City inspector visited the site and noted that the accessible parking spaces needed to be widened, that NO PARKING be labeled in side loading zones adjacent to accessible parking spaces and that the ADA signage be corrected. I have visited the site and certify that these corrective measures have been completed.

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE TRAFFIC ASPECTS OF THIS PROJECT. THOSE RELYING ON THE RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

CITY OF ALBUQUERQUE



September 23, 2016

Graham Hogan
Studio GP, LLC
400 Gold Ave., SW
Albuquerque, NM

Re: Dialogue Brewery
1501 1st NW; Bldg Permit #201691052
30-Day Temporary Certificate of Occupancy- Transportation Development
Architect's Stamp dated 05-18-16 (J14D040A)
Certification dated 09-22-16

Dear Mr./Ms,

Based upon the information provided in your submittal received 09-23-16, Transportation Development has no objection to the issuance of a 30-day Temporary Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a 30-day Temporary Certificate of Occupancy to be issued by the Building and Safety Division.

PO Box 1293

Prior to the issuance of a permanent Certificate of Occupancy, the following items must be addressed:

Albuquerque

New Mexico 87103

www.cabq.gov

1. The handicap accessible spaces must be a minimum of 8.5 ft. in width.
2. The handicap accessible spaces must include an access aisle. Van accessible aisles should be 8ft wide; all others should be 5ft wide.
3. The ADA accessible parking sign must have the required language per 66-7-352.4C NMSA 1978 **"Violators Are Subject to a Fine and/or Towing."** Please call out detail and location of HC signs.
4. The ADA access aisles shall have the words **"NO PARKING"** in capital letters, each of which shall be at least one foot high and at least two inches wide, placed at the rear of the parking space so as to be close to where an adjacent vehicle's rear tire would be placed. (66-1-4.1.B NMSA 1978)

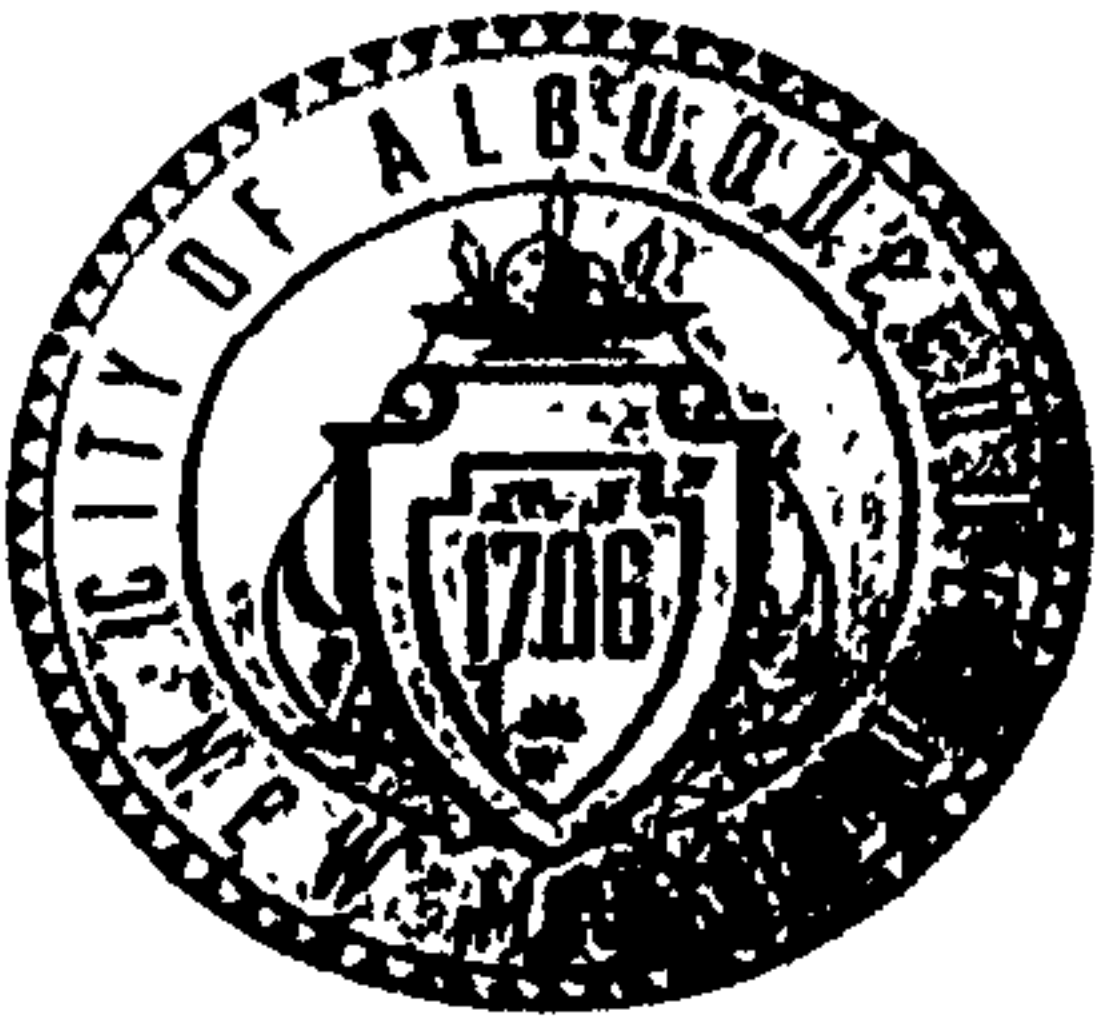
Once corrections are complete resubmit acceptable package along with fully completed Drainage Transportation Information Sheet to front counter personnel for log in and evaluation by Transportation. For digital submittal and minor comments and/or repairs, please submit photos to PLNDRS@cabq.gov prior to submittal. If you have any questions, please contact me at (505) 924-3981.

Sincerely,

A handwritten signature in black ink, appearing to read 'Monica Ortiz', is written over a horizontal line.

Monica Ortiz
Plan Checker, Transportation & Hydrology
Development Review Services

pl via: email
C: CO Clerk, File



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (R-1-V 09/2015)

Project Title: DIALOGUE BREWERY Building Permit #: 201691052 City Drainage #: J14D040A

DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: LOT 23+24 CK#12 UPC # 1014058346 379112105 3044 H-2

City Address: _____

Engineering Firm: STUDIO GP LLC Contact: GRAHAM HOGAN

Address: 400 GOLD AV

Phone#: (505) 243-8100 Fax#: _____ E-mail: _____

Owner: DIALOGUE BREWERY Contact: ELLIOTT

Address: 1501 15th NW

Phone#: (505) 369-1940 Fax#: _____ E-mail: ELLIOTT@DIALOGUEBREWERY.COM

Architect: STUDIO GP LLC Contact: GRAHAM

Address: 400 GOLD AV

Phone#: (505) 243-8100 Fax#: _____ E-mail: GRAHAM@STUDIOGP.CO

Other Contact: _____ Contact: _____

Address: _____

Phone#: _____ Fax#: _____ E-mail: _____

Check all that Apply:

DEPARTMENT:

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

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ ARCHITECT CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
- ☐ OTHER (SPECIFY) _____

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

DATE SUBMITTED: _____ By: _____

COA STAFF: ELECTRONIC SUBMITTAL RECEIVED _____

STUDIOGP
ARCHITECTURE
400 Gold Ave SW Suite 850 Albuquerque, NM 87102
T (505) 243-8100

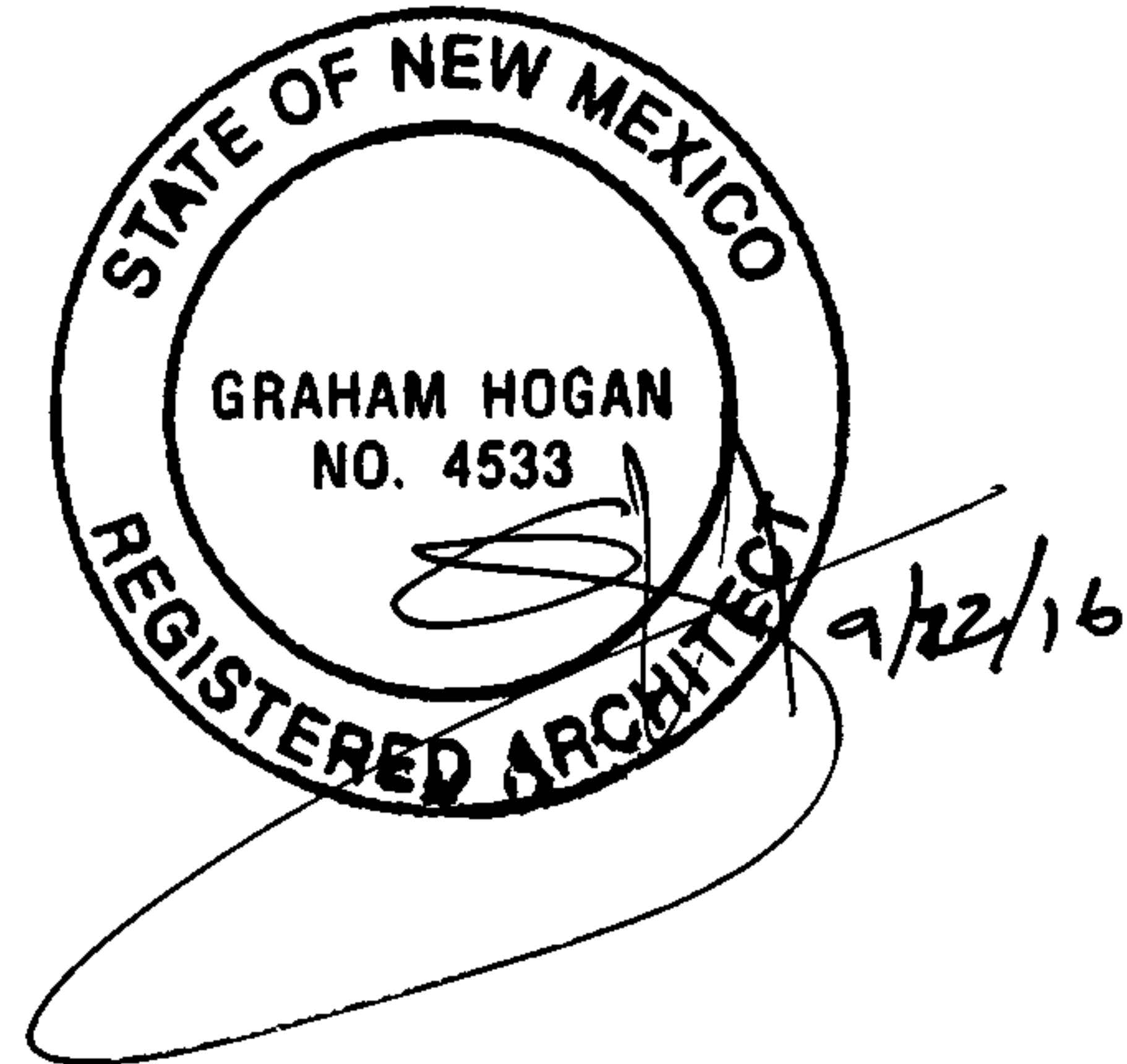
STUDIOGP ARCHITECTURE

400 Gold Ave SW Suite 850 Albuquerque, NM 87102

T (505) 243-8100

September 19, 2016

City of Albuquerque
Planning Department
Development & Building Services Division
600 2nd Street, NW
Albuquerque, NM 87102



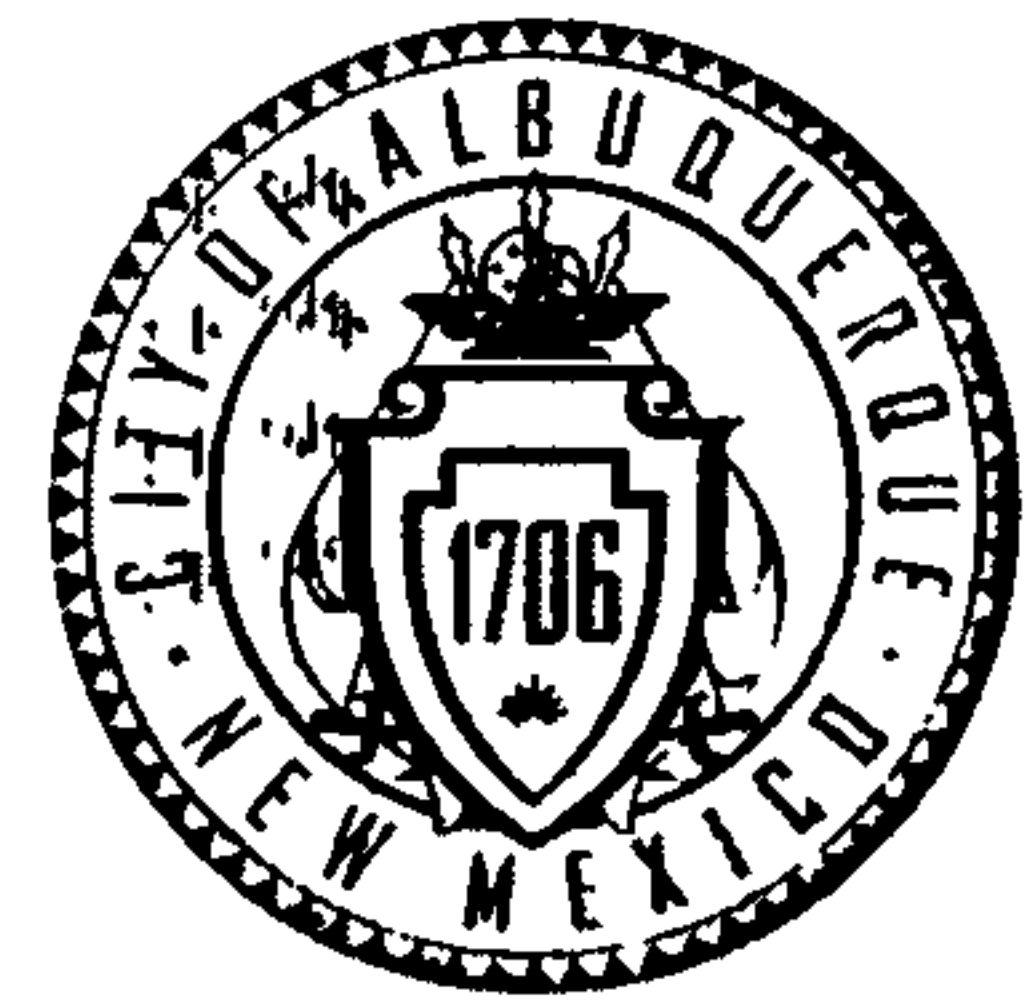
Project: Dialogue Brewing
Site: 1501 1st Street NW
Albuquerque, NM 87102

RE: TRAFFIC CERTIFICATION

I, GRAHAM HOGAN, NEW MEXICO REGISTERED ARCHITECT WITH THE FIRM STUDIOGP, llc. HEREBY CERTIFY THAT THIS PROJECT IS IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE TCL APPROVED PLAN. THE ORIGINAL PERMIT TCL HAS REDLINE EDITS THAT ARE PART OF THE CITY PERMIT DRAWINGS. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE CONDITIONS CALLED FOR IN THE 'CITY OF ALBUQUERQUE'S' Traffic Circulation Layout LETTER DATED MAY 19, 2016 HAS BEEN COMPLETED.

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE TRAFFICE ASPECTS OF THIS PROJECT. THOSE RELYING ON THE RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

CITY OF ALBUQUERQUE



May 19, 2016

Graham Hogan
Studio GP, LLC
400 Gold Ave., SW
Albuquerque, NM

Re: Dialogue Brewery
1501 1st NW
Traffic Circulation Layout
Engineer's/Architect's Stamp dated 5-18-16 (J14-D040A)

Dear Mr. Hogan,

The TCL submittal received 5-18-16 is approved for Building Permit. A copy of the stamped and signed plan will be needed for each of the building permit plans. Please keep the original to be used for certification of the site for final C.O. for Transportation.

This TCL is conditionally approved with the following conditions:

- **On-Street parking credit must be secured and the three parking spaces located on the south west corner of the site must be removed.**
- **The driveway providing access to those spaces must be replaced with standard curb, gutter and sidewalk.**

PO Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

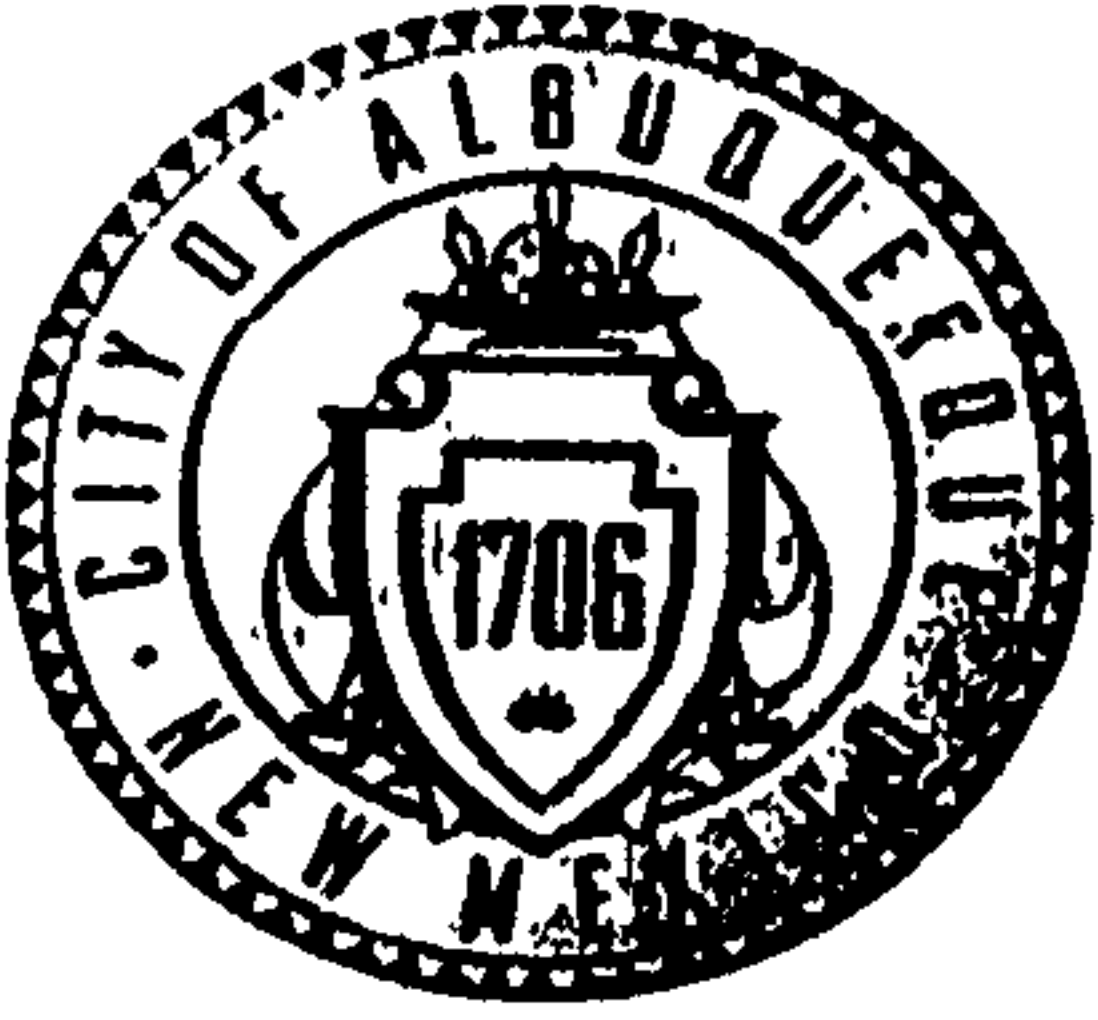
When the site construction is completed and a Certificate of Occupancy (C.O.) is requested, use the original City stamped approved TCL for certification. Redline any minor changes and adjustments that were made in the field. A NM registered architect or engineer must stamp, sign, and date the certification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

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

Sincerely,

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

\gs via: email
C: CO Clerk, File



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 1/2016)

Project Title: DIALOGUE BREWERY Building Permit #: T201691052 Hydrology File #: 140040A

DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: _____

City Address: 1501 1ST STREET NW, ALBUQUERQUE, NM 87102

Applicant: ELIOT SALGADO Contact: _____

Address: 1501 1ST STREET NW, ABQ, NM 87102

Phone#: (505) 379-1940 Fax#: _____ E-mail: ELIOTSALGADO@gmail.com

Other Contact: GRAHAM HOGAN Contact: _____

Address: 400 GOLD AVE, SW

Phone#: (505) 238-1547 Fax#: _____ E-mail: graham@studio67.co

Check all that Apply:

DEPARTMENT:

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

TYPE OF SUBMITTAL:

- ☐ AS-BUILT CERTIFICATION

☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR

☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ NEIGHBORHOOD IMPACT ASSESMENT (NIA)

☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
☐ OTHER (SPECIFY) _____

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

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

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

☐ PRE-DESIGN MEETING?

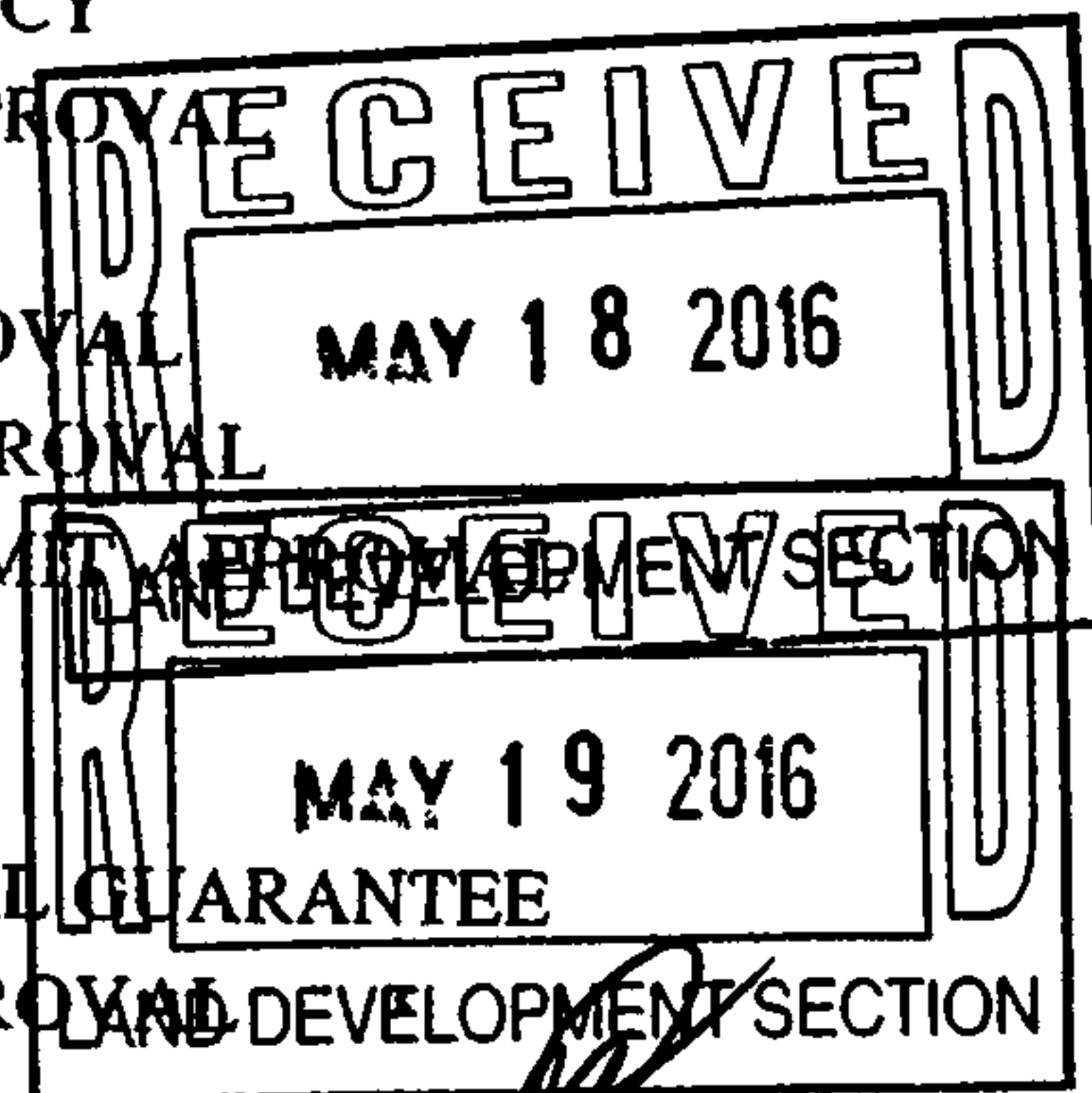
☐ OTHER (SPECIFY) _____

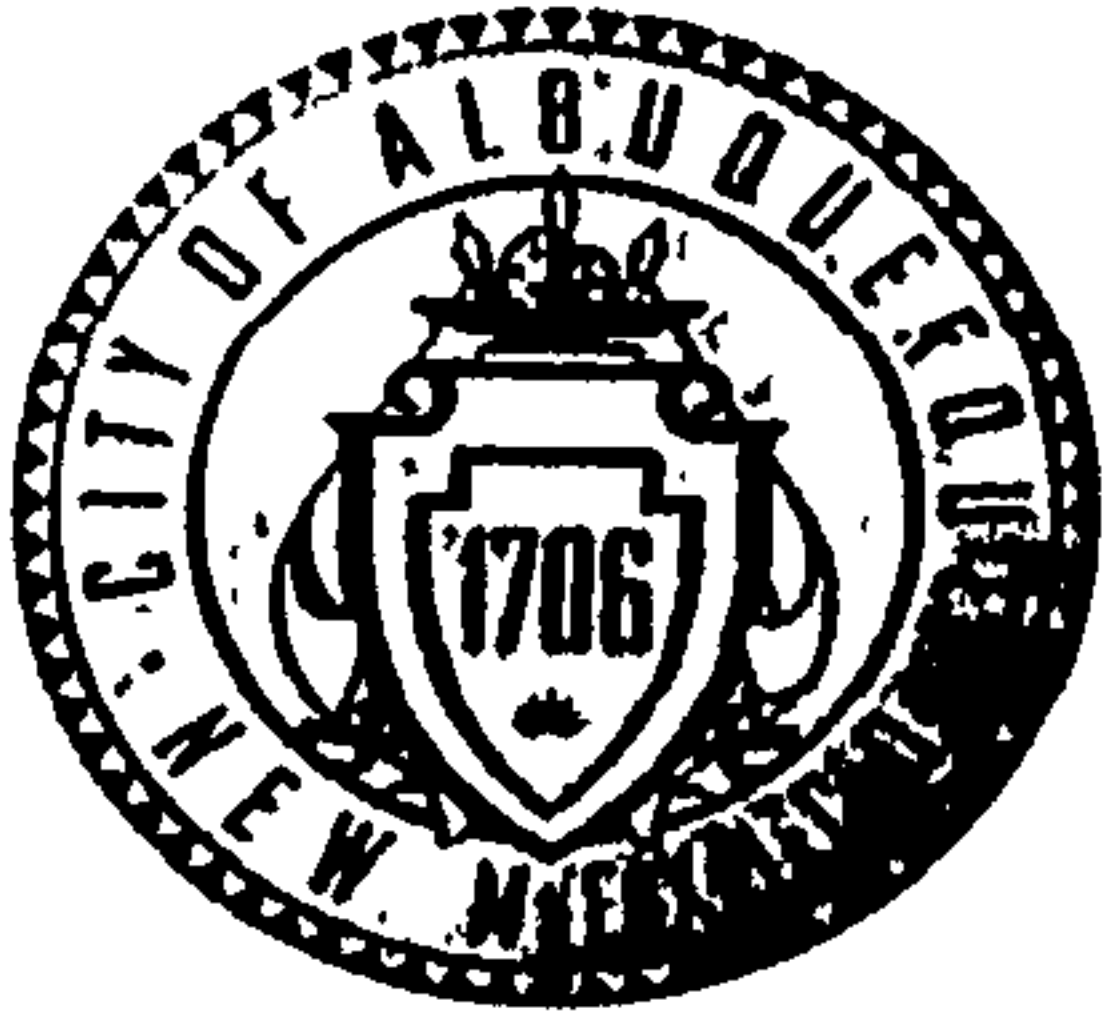
IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

DATE SUBMITTED: 5/18/16 By: GRAHAM HOGAN

COA STAFF: ELECTRONIC SUBMITTAL RECEIVED: _____

FEE RECEIVED: ✓





East Tract

City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 1/2016)

Project Title: Dialogue Brewing Building Permit #: T201691052 Hydrology File #: J14D040A
DRB#: _____ EPC#: _____ Work Order#: _____
Legal Description: lot: Vacant Portion of Kinley Ave - Blk: 12 - Subd: Paris Addn.
City Address: 1501 st st NW 87102

Applicant: Eliot Salgado (Dialogue Brewing) Contact: Eliot Salgado
Address: 1501 st st NW 87102
Phone#: 505-379-1940 Fax#: _____ E-mail: EliotSalgado@gmail.com
Other Contact: GRAHAM HOGAN Contact: _____
Address: 400 GOLD AVE. STE 850
Phone#: (505) 238-1547 Fax#: _____ E-mail: graham@studio47.co

Check all that Apply:

DEPARTMENT:

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

TYPE OF SUBMITTAL:

- ☐ AS-BUILT CERTIFICATION

☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR

☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ NEIGHBORHOOD IMPACT ASSESMENT (NIA)

☐ EROSION & SEDIMENT CONTROL PLAN (ESC)
☐ OTHER (SPECIFY) _____

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☒ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY
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☐ FINAL PLAT APPROVAL

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☐ FOUNDATION PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT APPROVAL
☐ GRADING/ PAD CERTIFICATION
☐ WORK ORDER APPROVAL
☐ CLOMR/LOMR

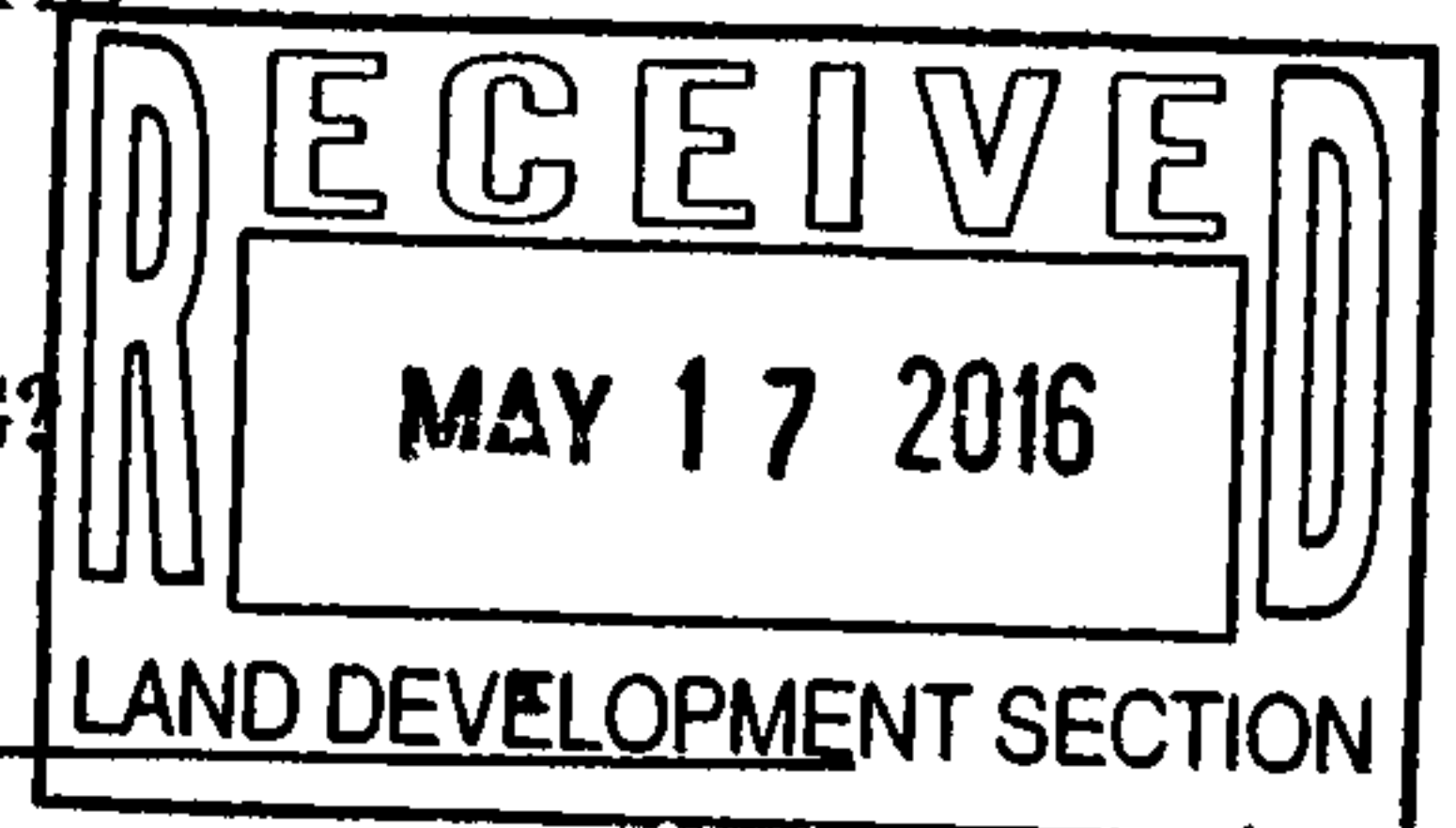
☐ PRE-DESIGN MEETING?
☐ OTHER (SPECIFY) _____

IS THIS A RESUBMITTAL?: ☐ Yes ☐ No

DATE SUBMITTED: _____ By: _____

COA STAFF: ELECTRONIC SUBMITTAL RECEIVED: _____

FEE RECEIVED: _____



Weds electronic
Copy





Ben
250 0978

APPENDIX J

SAMPLE OF SHARED PARKING AGREEMENT

Agreement No. _____

Date of Agreement: _____

SHARED PARKING AGREEMENT

In conjunction with the development of Dialogue Brewing, located at 1501 1st St NW (the "Property") for which the legal description is attached as *Exhibit A*, the City of Albuquerque has allowed, and Ed Salgado NAPA ("Owner") has elected, to reduce off-street parking requirements based upon Section 14-16-3-1-D-6 of the Zoning Ordinance of the City of Albuquerque and currently known proposed tenant uses. The approved site plan, as shown on *Exhibit B*, includes parking and the reduced parking calculations, as shown on *Exhibit C* attached hereto. Under this site plan and using the proposed tenant uses, 47 spaces are required and 79 spaces are provided.

The Owner, and its successors and assigns, agrees that it will not change the tenant uses at the Property in a manner that increases the number of required parking spaces unless additional spaces are provided. In the event that there are changes to the tenant uses, which would increase the number of required parking spaces at the Property, the parking calculations shall be updated by the Owner to reflect such change and presented to the City.

Furthermore, the Owner agrees that the Property shall operate an open/shared parking arrangement, whereby, the Owner shall not segregate property access/parking rights or significantly impair access to parking on the Property by users of any portion of the Property.

The foregoing shall not, however, impair the right of the Owner or its successors to declare exclusive parking areas for such items as employee parking, handicap spaces, loading, designated timed areas such as "15 minute" temporary parking areas, or any other areas set forth on any site plan of the Property approved by the City, or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces on the site plan.

No sale or transfer of all or any portion of the Property shall be deemed to void or violate this Agreement. The terms of this Agreement shall bind the Owners, successors, and assigns. This Agreement can be

amended by the mutual consent of the Owner and the City of Albuquerque. THIS AGREEMENT SHALL BE RECORDED WITH THE BERNALILLO COUNTY CLERK'S OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROPERTY.

PARKING AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted below.

[Signature]
Owner (applicant)

5-20-16
Date

[Signature]
Owner (off-site parking area)

5-20-16
Date

[Signature]
For City of Albuquerque,
Planning Director

20 May 2016
Date

[Signature]
Approved as to Form - City Attorney

6/20/16
Date

STATE OF NEW MEXICO)

County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, on behalf of the Owner.

My Commission Expires _____

Notary Public

STATE OF NEW MEXICO)

County of Bernalillo) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of the City of Albuquerque on behalf of the City.

My Commission Expires: _____

Notary Public

b6
b7C
b7D

PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made as of March 11, 2016, by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("Licensor"), [**MONK'S LAB BREWERY**] ("Licensee").

Recitals:

WHEREAS, Licensor desires to license **fifty (50)** parking spaces located at **1510 2nd Street NW, Albuquerque, New Mexico** as described on Exhibit A (the "License Area") together with a right of access to the Parking Area, to Licensee, and Licensee desires to accept that license on, and subject to, all the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. License; Use. Licensor hereby licenses to Licensee and Licensee hereby receives from Licensor the right to nightly park vehicles between 5:30 pm to 6:30 am in the Licensed Area for the term and rental and upon the other terms and conditions hereinafter set forth (the "Parking License"). Licensee shall not be permitted to park vehicles or allow parking of vehicles in the License Area between 6:30 am and 5:30 pm and all vehicles must be removed from the License Area by 6:30 am every day so that Licensor can park in the License Area during the day. This Parking License is not intended to be a lease, and Licensee is not granted a general right to occupy or possess the Licensed Area but only a day to day license to use the Licensed Area under the terms of this Agreement. This Parking License shall be limited and nonexclusive provided that Licensor shall not permit anyone to park in or block the designated parking spaces in the Licensed Area, and Licensor shall at all times during the term of this Agreement keep the Licensed Area open for Licensee's use during Licensee's business hours. In the event that the Licensed Area is used by anyone other than the Licensee during the term of this Agreement, Licensee shall first work with Licensor to correct the problem, and if the problem continues, Licensee may tow improperly parked vehicles from the Licensed Area in compliance with any applicable laws. In the event that Licensee believes that ~~improper parking is diminishing the value of the Parking License~~, Licensee's sole remedy shall be the immediate termination of this Agreement by written notice to Licensor, but in no event shall the Rent be abated or set off due to improper parking during the term of this Agreement.

Licensee shall not use, store, release or dispose of any Hazardous Materials or Hazardous Waste, as such terms are broadly defined under applicable federal, state and local laws, ordinances, rules and regulations, on, about or under the Licensed Area, nor permit any such use, storage, release or disposal by any other person or entity. Licensee shall not park any vehicle in the Licensed Area for more than 24 hours. Licensee shall not allow any abandoned or non-operable vehicle to remain in the Licensed Area and shall be responsible for removing abandoned vehicles from the Licensed Area. The Licensed area shall be used only for daily parking of passenger vehicles and shall not in any event be used for storage, loading and unloading, vehicle repair, or the parking or storage of trailers, dumpsters, containers, equipment, buses, oversized vehicles, heavy trucks, or motor homes.

2. Term. The term of this Agreement shall commence on MAY 29, 2016 (the "Commencement Date"), and, unless sooner terminated pursuant to the provisions hereof, shall terminate on MAY 29, 2017 (the "Term"). Licensee may terminate this Agreement at any time by providing Licensor with thirty (30) days' written notice. Licensor may terminate this Agreement at any time by providing Licensee with ninety (90) days' written

Doc# 2016042995

notice. Licensee shall have the option to renew this Parking License for consecutive terms of twelve (12) months on 60 days written notice. Notwithstanding the foregoing, in no event shall this Parking License extend beyond the term of Licensor's lease of the Premises and shall automatically terminate upon termination or expiration of that lease.

3. Rent. During the Term, Licensee shall pay to Licensor, as and where directed in writing, the rent amount set forth below ("Rent"), payable on the first day of each and every month during the term of this Agreement commencing on the Commencement Date. Rent for any partial month of the term will be prorated on a per diem basis.

Rent:

\$500.00 per month.

4. Security Deposit. Licensee has deposited with Licensor upon its execution of this Agreement the sum of two thousand and 0/100 Dollars (\$2,000.00) as security for the faithful performance and observance by Licensee of the terms, provisions and conditions of this Agreement. In the event Licensee defaults in respect to any of the terms, provisions and conditions of this Agreement, including without limitation, the payment of rent, Licensor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or other sum as to which Licensee is in default or for any sum which Licensor may expend or may be required to expend by reason of Licensee's default, and in such event, Licensee shall pay to Licensor upon demand a sum sufficient to restore the security to its original amount. In the event that the actual amount due from Licensee as Additional Rent hereunder is not known to Licensor as of the Expiration Date, Licensor shall have the right to hold a portion, as estimated by Licensor in good faith, of the security deposit following the termination date until said actual amount due has been determined by Licensor and paid by Licensee. Licensor will not hold the security deposit in a separate account and may commingle the security deposit with its own funds. The security deposit will not earn interest.

5. Condition of Licensed Area. The Licensed Area will be delivered by Licensor to Licensee in "as-is" condition. Licensor shall maintain the Licensed Area at Licensor's discretion.

6. Licensee's Alterations. Licensee shall not make or cause any structural or non-structural alterations, improvements or additions to the Licensed Area. Licensee shall be responsible for any damaged to the License Area caused by Licensee or and Licensee Party, as hereinafter defined.

7. Access. Licensor may, at all reasonable times enter the Licensed Area to view the same and observe Licensee's compliance with the terms and provisions of this Agreement.

8. Assignment or Subletting. Licensee shall not have the right to assign this Agreement or to sublicense the Licensed Area without the express written consent of Licensor.

9. Default. If Licensee (a) defaults for five (5) days after written notice in the payment of rent or any part thereof as herein provided, or any other payment due under Section 3 or (b) defaults for thirty (30) days after written notice by Licensor to Licensee with regard to any other term or condition of this Agreement [provided such default can be cured within such thirty (30) day period, and if not, if Licensee has not within such thirty (30) day period commenced a cure], or (c) shall declare or be declared bankrupt or insolvent according to law, or (d) shall make an assignment for

the benefit of creditors, or (e) shall cease to conduct business, then in any such event, Licenser may immediately, or at any time thereafter, without notice or demand, discontinue Licensee's use of the Licensed Area and expel Licensee and those claiming under it and remove their effects, forcibly if necessary, and thereupon this Agreement shall terminate, except that such termination shall not act to prejudice any legal remedy which may otherwise be used by Licenser for any arrearage of rent or for any other breach of the terms and provisions of this Agreement.

10. Indemnification. Licensee shall protect, defend, indemnify and hold harmless Licenser from any and all costs, expenses, claims, causes of action and damages (including, without limitation, reasonable attorneys' fees and costs) arising from Licensee's, or Licensee's guests, customers, employees, agents, and licensees (each a "Licensee party") use of or entry into the Licensed Area, including, without limitation, any claims, causes of action and damages caused by Licenser's alleged negligence or by Licenser's alleged failure to maintain the License Area. Licensee acknowledges that it shall be responsible for the security of any persons or property in the Licensed Area pursuant to this Agreement, and acknowledges that Licenser provides no security personnel, security patrols, or security lighting for the Parking Area and Licensee shall be responsible for ensuring the safety and security of its employees, guest, customers or other licensees parking in the License Area.

11. Insurance. Commencing on the Commencement Date and until the termination or earlier expiration of this Agreement, Licensee shall obtain and maintain with a nationally recognized carrier, a policy of public liability insurance insuring against claims for personal injury, death and property damage occurring in or about the Licensed Area or arising out of Licensee's use and occupancy of the Licensed Area, such insurance to afford protection to the minimum limits of \$2,000,000.00 in respect of injury to or death of any number of persons arising out of any one occurrence; and \$200,000.00 in respect of any instance of property damage. Such insurance may be by a blanket comprehensive general liability policy. Said policies must include coverage for "insured contracts" or must include a broad form contractual liability coverage endorsement. The policy above described shall name Licenser as an additional insured, and will provide that it will not be cancelled or the coverage reduced without twenty (20) days written notice to Licenser. At Licenser's request, Licensee shall deliver to Licenser certificates of such insurance. Licenser shall not be liable to the Licensee, or to anyone claiming under or through Licensee, for any loss or damage whatsoever resulting from the risks covered by such policy regardless of cost or cause. Licensee shall obtain insurance containing a waiver of subrogation against Licenser provision.

12. Discontinuation of Use of the License Area. Upon the expiration or termination of this Agreement, Licensee shall immediately discontinue its use of the Licensed Area. Licensee shall defend, indemnify and hold Licenser harmless from any claims, damages or liability arising from any failure or refusal of Licensee or anyone claiming a right under Licensee to discontinue use of the Licensed Area as set forth above upon the expiration or termination of this Agreement.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Further, this Agreement shall be binding upon and inure to the benefit of the heirs, representative, successors and assigns of the parties.

14. Governing Law. The License and this Agreement will be governed by, and construed in accordance with the laws of the state in which the Licensed Area is located.

15. Severability. If any term or provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected, and each term or provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

16. Notice. Any notice or other instrument which may be or are required to be given under this Agreement shall be delivered in person or sent by United States certified mail postage prepaid or by nationally recognized overnight courier to the address of Licensor or Licensee, as applicable, as shown on the signature page of this Agreement. Notices sent pursuant to this section shall be effective upon receipt or refusal by the party to whom such communication is addressed.

[SIGNATURE PAGE ATTACHED HERETO]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and Licensee and Licensor have each caused this Agreement to be executed by its duly authorized officers and affixed its corporate seals, the day and year first above written.

LICENSOR:

GENUINE PARTS COMPANY, a Georgia
corporation

BY:

Scott G. Smith

CHRISTOPHER T. GALLA
Vice President and
Assistant Corporate Counsel

Notice Address:

Genuine Parts Company
Attn: Lease Manager
2999 Circle Parkway
Atlanta, Georgia 30339

(Seal)

LISCENSEE:

[MONK'S LAB BREWERY]

BY:

NAME:

TITLE:

Thomas G. Goff
PARTNER

(Seal)

Notice Address:

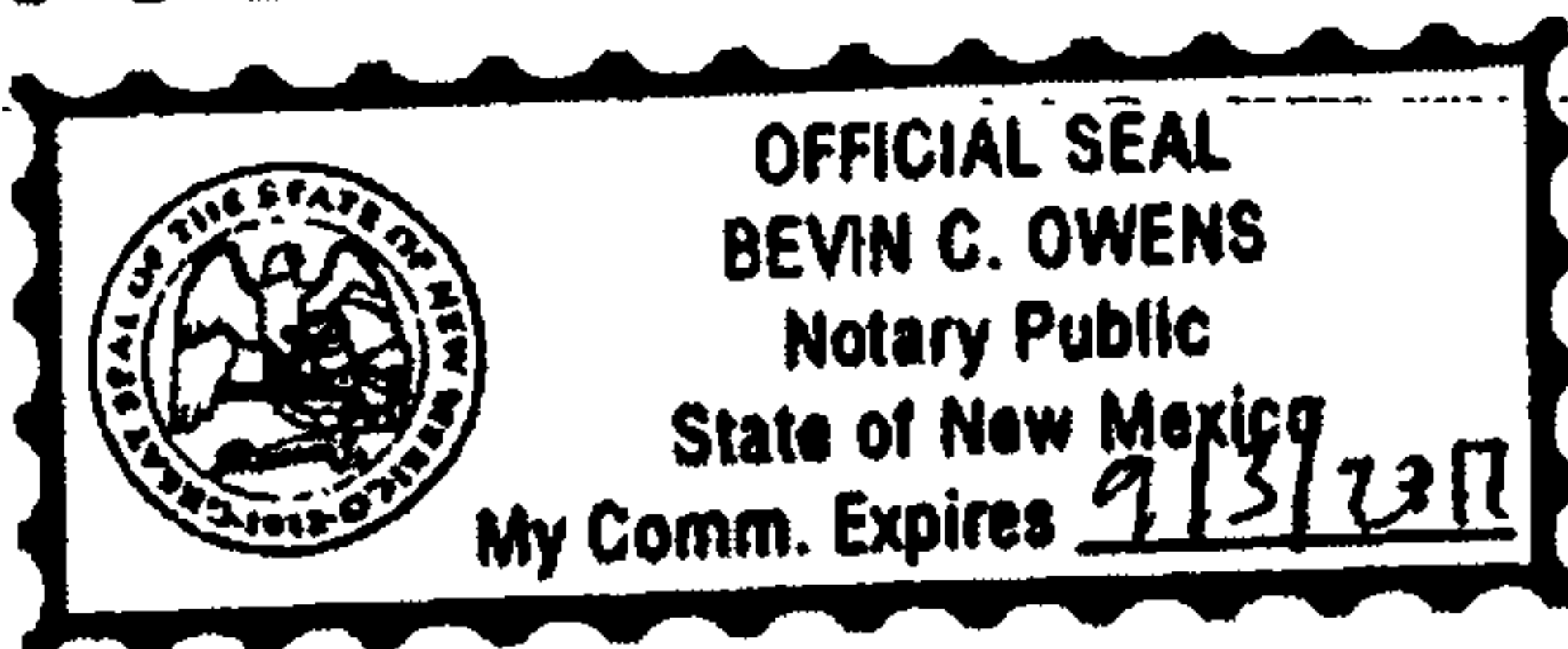
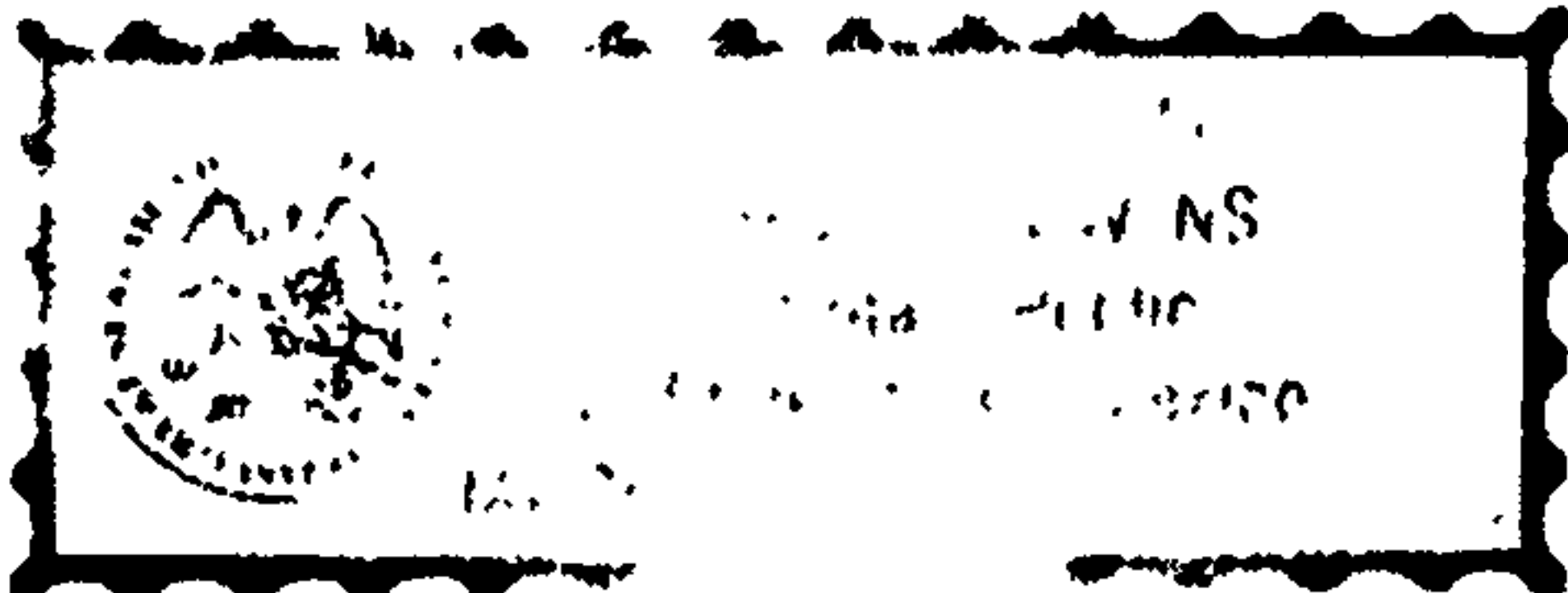


EXHIBIT A
Licensed Area

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SHARED PARKING CALCULATIONS

EXHIBIT C

The Planning Director or designee may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing on-site parking subject to the following:

The respective hours of operation of the uses do not overlap, as demonstrated by the application of table a below. If one or all of the land uses proposing to use joint parking facilities do not conform to one of the general land use classifications in table a, the applicant shall submit sufficient data to indicate that there is not substantial conflict in the principal operating hours of the uses. Such data may include information from a professional publication such as those published by the Institute of Transportation Engineers (ITE) or the Urban Land Institute (ULI), or by a professionally prepared parking study.

Table A. Schedule of Shared Parking Calculations

General Land Use Classification	Weekdays			Weekends		
	midnight to 7 a.m.	7 a.m. to 6 p.m.	6 p.m. to mid.	midnight to 7 a.m.	7 a.m. to 6 p.m.	6 p.m. to mid.
Office and Industrial	5%	100%	5%	0%	60%	10%
Retail	0%	100%	80%	0%	100%	60%
Restaurant	50%	70%	100%	45%	70%	100%
Hotel	100%	65%	90%	100%	65%	80%
Cinema/theater	0%	70%	100%	5%	70%	100%

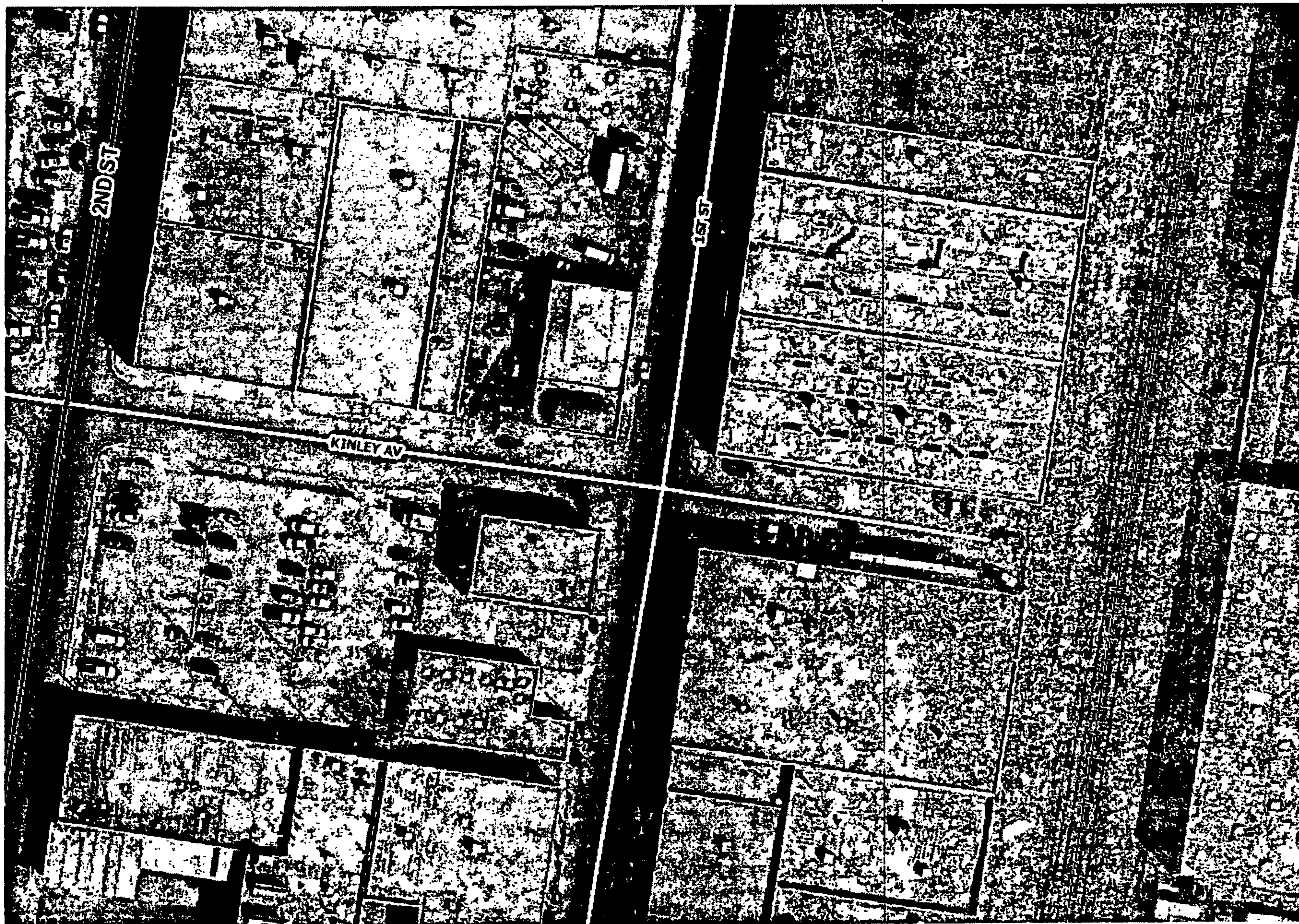
How to use the schedule of shared parking.

1. Calculate the number of spaces required for each use.
2. Applying the applicable general land use category to each proposed use, use the percentages to calculate the number of spaces required for each time period (six time periods per use).
3. Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period.
4. Select the time period with the highest total parking requirement and use that total as your shared parking requirement.

PARKING AGREEMENT

EXHIBIT B

SITE PLAN:



2014 AGIS photo, City of Albuquerque