

CITY OF ALBUQUERQUE



August 1, 2007

James C. Lewis, R.A.
General Design, Inc.
1620 Central Ave. SE
Albuquerque, NM 87106

Re: Golden Pride BBQ Chicken & Ribs, 1830 Lomas Boulevard NE,
Traffic Circulation Layout
Architect's Stamp dated 7-31-07 (J15-D003)

Dear Mr. Lewis,

The TCL submittal received 7-31-07 is approved for Building Permit. The plan is stamped and signed as approved. A copy of this 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. **Public infrastructure or work done within City Right-of-Way shown on these plans is for information only and is not part of approval. A separate DRC and/or other appropriate permits are required to construct these items.**

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

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

When the site is completed and a final C.O. is requested, use the original City stamped approved TCL for certification. A NM registered architect or engineer 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 Hydrology at the Development Services Center of Plaza Del Sol Building.

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

Sincerely,

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

C: File

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: GOLDEN PRIDE

ZONE MAP/DRG. FILE #: J-15-ED003

DRB #: _____ EPC#: _____

WORK ORDER#: _____

LEGAL DESCRIPTION: LOTS 8-12, BLOCK 3, SIGMA CHH ADDITION

CITY ADDRESS: 1830 LOMAS NE

ENGINEERING FIRM: _____

ADDRESS: _____

CITY, STATE: _____

CONTACT: _____

PHONE: _____

ZIP CODE: _____

OWNER: _____

ADDRESS: _____

CITY, STATE: _____

CONTACT: _____

PHONE: _____

ZIP CODE: _____

ARCHITECT: JAMES C LEWIS ARCHITECT

ADDRESS: 1020 CENTRAL SE

CITY, STATE: ALBUQUERQUE NM 87106

CONTACT: DAVID ABBOTT

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

CHECK TYPE OF APPROVAL SOUGHT:

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

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☒ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: 7/31/07

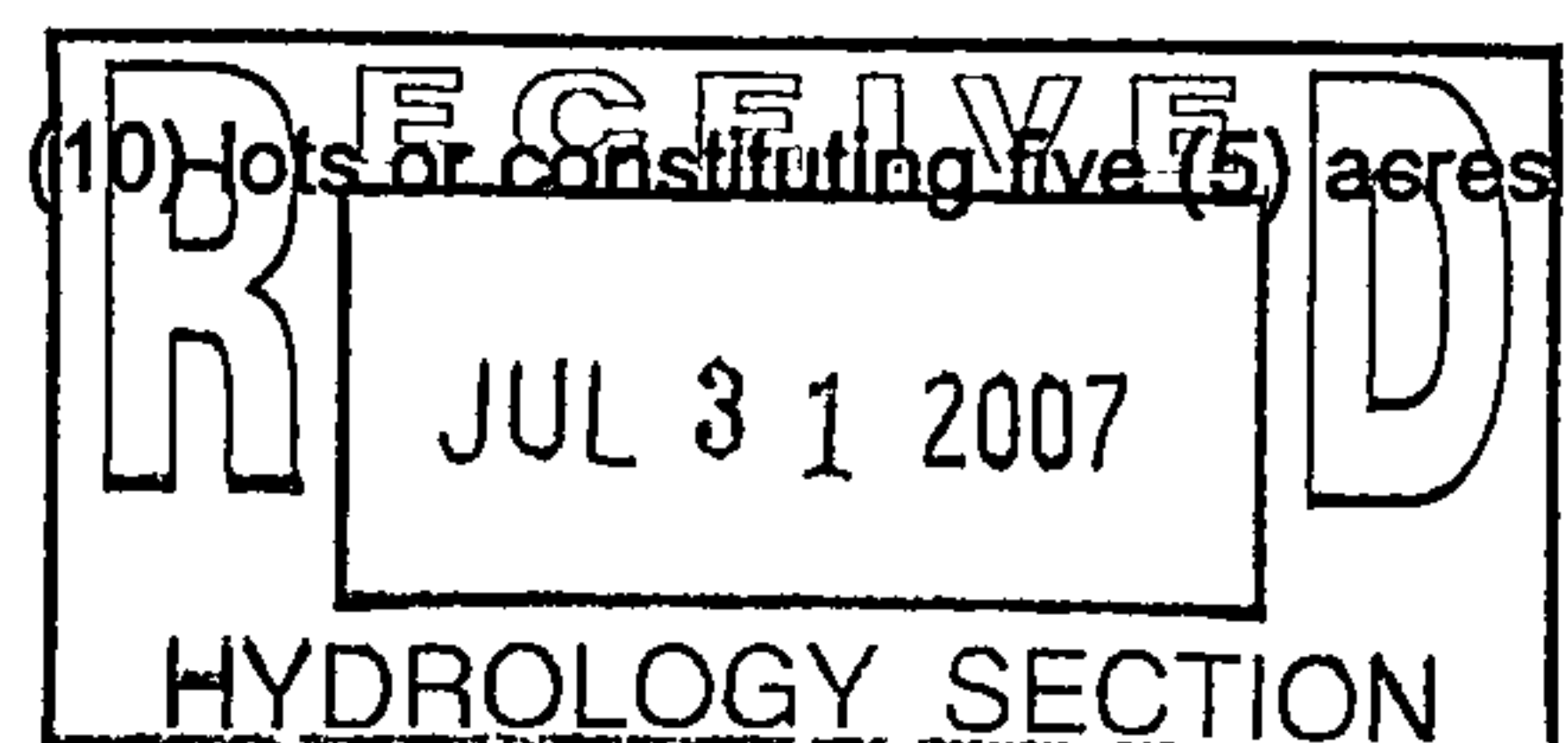
BY: [Signature]

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.

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

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



EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of July 31, 2007, by and between Endura Associates, Inc., a New Mexico corporation ("Endura") and L.D.R., Inc., a New Mexico corporation ("LDR").

WHEREAS, LDR owns certain land which is more particularly described on Exhibit A, attached hereto and incorporated herein ("LDR Property");

WHEREAS, Endura owns certain land immediately adjacent to the LDR Property, which is more particularly described on Exhibit B, attached hereto and incorporated herein ("Endura Property").

WHEREAS, the parties desire to enter into this Agreement, including the creation of certain easements.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained in this Agreement, and other good and valuable consideration, it is agreed as follows:

1. Recitals. The above recitals are incorporated herein as operative provisions of this Agreement.
2. LDR Access Easement. Endura hereby grants LDR an easement ("LDR Access Easement") in, on and across the portion of the Endura Property, which is generally depicted as the driveway on Exhibit C. The LDR Access Easement is for ingress and egress across the Endura Property by pedestrians and vehicles.
3. Endura Access Easement. LDR hereby grants Endura an easement ("Endura Access Easement") in, on and across the portion of the LDR Property, which is generally depicted as the driveway on Exhibit C. The Endura Access Easement is for ingress and egress across the LDR Property by pedestrians and vehicles.
4. Access Easements. The LDR Access Easement and the Endura Access Easement are sometimes individually referred to in this Agreement as an "Access Easement" and are sometimes collectively referred to in this Agreement as the "Access Easements."
5. Speed Control. Notwithstanding the existence of the Access Easements, a party may install reasonable speed control devices, at such party's expense, at location(s) on such party's property, as are reasonably selected by such party. Prior to installing any speed control device, the party shall consult with the other party to this Agreement. In no event shall access pursuant to an Access Easement be denied or unreasonably limited as a result of any speed control device.
6. LDR Parking Easement. Endura hereby grants LDR an easement ("LDR Parking Easement") in, on and across the portion of the Endura Property, which is generally depicted as parking spaces on Exhibit C. The LDR Parking Easement is for

parking by LDR's guests, visitors, employees, agents, contractors, customers, suppliers, licensees, tenants and invitees.

7. LDR Line Easement. Endura hereby grants LDR an easement ("LDR Line Easement") in, on and across the portion of the Endura Property, which is generally depicted on Exhibit C as the "Line" ("LDR Line Easement"). The LDR Line Easement is for installation, repair, operation and maintenance of a sewer line, grease line and grease trap serving the LDR Property.

8. Easements. The easements created by this Agreement are sometimes individually referred to as an "Easement" or collectively referred to in this Agreement as the "Easements."

9. Maintenance. Each party shall keep in good condition and repair such portions of its property as are covered by or subject to an Easement. Notwithstanding the foregoing, if the requisite repair and maintenance has not occurred, the party benefited by an Easement shall be permitted to repair such portion of the other party's property as is necessary to maintain the functional use of the Easement. Prior to doing any repair or maintenance on the other party's property, however, a party shall give the other party thirty (30) days prior written notice and an opportunity to perform such maintenance.

10. Access. To the extent necessary, each party hereby grants the other party the reasonable right of access to perform repair, maintenance and replacement activities regarding the Easements.

11. Mechanic's Liens. In conjunction with the responsibilities, actions and activities pursuant to this Agreement, each party shall prevent the filing of any mechanic's or materialmen's lien against the other party's property. It is specifically agreed that each party shall give the other party at least thirty (30) days prior written notice before engaging in any activity which could give rise to a lien on the other party's property. Each party, in conjunction with such work, may post notices of non-responsibility and take other action as is reasonably necessary to prevent the attachment of a mechanic's or materialmen's lien against their property.

12. Taxes. LDR shall be solely responsible for all property taxes and assessments related to the LDR Property. Endura shall be solely responsible for all property taxes and assessments related to the Endura Property.

13. Endura Insurance. Endura shall procure and maintain general liability insurance naming LDR as an "additional insured" regarding use by Endura and Endura's guests, visitors, employees, agents, contractors, customers, suppliers, licensees, tenants and invitees of the LDR Property pursuant to an Easement.

14. LDR Insurance. LDR shall procure and maintain general liability insurance naming Endura as an insured or "additional insured" regarding use by LDR and LDR's guests, visitors, employees, agents, contractors, customers, suppliers, licensees, tenants and invitees of the Endura Property pursuant to an Easement.

15. Insurance. All insurance procured pursuant to this Agreement shall provide that the insurance carrier will give at least thirty (30) days prior written notice to both LDR and Endura before changing or canceling any insurance policy. Each party must provide to the other party both proof of insurance and proof of payment of all insurance premiums regarding the insurance to be obtained by such party pursuant to this Agreement. In the event a party fails to provide proof of insurance and/or proof of payment of premiums, the other party can obtain such insurance and recover from the other party the expense of such insurance. The specific risks covered and the amount of all deductibles regarding all insurance policies obtained must be reasonably acceptable to the other party. The amount of insurance and the insurance company issuing the insurance policy also must be reasonably acceptable to the other party.

16. LDR Indemnification. LDR hereby indemnifies, holds harmless, and agrees to defend Endura from all losses, claims, damages, liabilities and expenses, including but not limited to costs and attorneys' fees, resulting from any injury to any person or any loss or damage to any property caused by or resulting from use of the LDR Line Easement, the LDR Parking Easement and/or the LDR Access Easement by LDR and/or LDR's guests, visitors, employees, agents, contractors, customers, suppliers, licensees, tenants and invitees. In conjunction with a defense pursuant to this paragraph, the party to be defended shall have the right to reasonably designate the attorney to be used in conjunction with such defense. Each party agrees to notify the other party in writing within ten (10) days, of the occurrence of any event or omission, which could give rise to a claim subject to indemnification pursuant to this paragraph.

17. Endura Indemnification. Endura hereby indemnifies, holds harmless, and agrees to defend LDR from all losses, claims, damages, liabilities and expenses, including but not limited to costs and attorneys' fees, resulting from any injury to any person or any loss or damage to any property caused by or resulting from use of the Endura Access Easement by Endura and/or Endura's employees, agents, contractors, customers, suppliers, licensees, tenants and invitees. In conjunction with a defense pursuant to this paragraph, the party to be defended shall have the right to reasonably designate the attorney to be used in conjunction with such defense. Each party agrees to notify the other party in writing within ten (10) days, of the occurrence of any event or omission, which could give rise to a claim subject to indemnification pursuant to this paragraph.

18. Limitation of Indemnification. To the extent applicable, if at all, the indemnifications contained in this Agreement are subject to and limited by the provisions of Section 56-7-1 of the New Mexico Statutes, as amended from time to time.

19. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be either hand-delivered, sent by recognized overnight courier or mailed, postage prepaid, certified mail, return receipt requested, addressed to the parties as follows:

ENDURA ASSOCIATES, INC.
c/o Frontier/Golden Pride Corporate Office
2400 Central, SE

Albuquerque, New Mexico 87106

L.D.R., INC.

c/o Frontier/Golden Pride Corporate Office

2400 Central, SE

Albuquerque, New Mexico 87106

If any notice is hand-delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given three business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this paragraph.

20. Entire Agreement. This Agreement comprises the entire agreement of the parties regarding the items and subject matter covered by this Agreement. This Agreement shall not be modified or terminated except by a written document duly executed and acknowledged by all parties and recorded in the real property records of the County Clerk of Bernalillo County, New Mexico.

21. No Other Interest. The parties represent to each other that they do not hold any interest in the other person's property as a result of adverse possession, prescriptive easement, acquiescence, waiver, and/or pursuant to any other similar legal theory or doctrine. LDR and Endura agree that the other party may take such action in the future as is reasonably necessary to prevent the acquisition of prescriptive rights, adverse possession rights and/or other similar rights by any person or entity.

22. Costs and Attorney Fees. If this Agreement is breached by any party, the breaching party shall be liable to the non-breaching party for all costs and expenses, including but not limited to attorneys' fees, incurred by the non-breaching party as a result of the breach.

23. Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect.

24. Governing Law. This Agreement shall be governed by the law of the State of New Mexico.

25. Captions. The headings or captions used in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope, meaning or intent of this Agreement or any part, section, paragraph or subparagraph of this Agreement.

26. Use of Easements. It is specifically agreed that the Easements created by this Agreement may be used not only by the parties to this Agreement, but also by the guests, visitors, employees, agents, contractors, suppliers, licensees, tenants and invitees of such parties.

27. No Dedication. Nothing in this Agreement shall be deemed to be a dedication of any portion of any property to or for the general public, or for any public purpose or use whatsoever.

28. Additional Documents. The parties to this Agreement agree to execute such other and further documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

29. Relationship. The relationship between LDR and Endura is, and in the future shall be construed to be, that of independent parties. Endura and LDR are not, and in the future shall not be deemed to be, in partnership, joint venture or any other similar relationship or arrangement. Furthermore, nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent between the parties. All parties shall exercise an ordinary standard of care in conjunction with their activities pursuant to this Agreement.

30. Successors and Assigns. This Agreement shall be recorded in the real property records of the County Clerk of Bernalillo County, New Mexico. The Easements created by this Agreement shall run with the land. All other rights created by this Agreement shall run with the land. This Agreement shall bind and extend to the successors and assigns of the parties to this Agreement. If all or any portion of any property covered by an Easement is assigned, sold, given, leased, mortgaged, transferred or otherwise conveyed, the assignee/successor shall take the conveyed interest subject to the provisions of this Agreement.

31. Lender Consents. Upon the request of the other party, each party agrees that it shall obtain the consent to this Agreement from all mortgagees, lenders, lien holders and other persons having an interest in the property. Such additional documentation may include, but is not limited to, subordination agreements and non-disturbance agreements.

32. Representations. Each party hereby represents and warrants to the other party as follows:

A. Such party is the sole owner of their property.

B. Such party is fully authorized to enter into this Agreement and perform the obligations and responsibilities created by this Agreement.

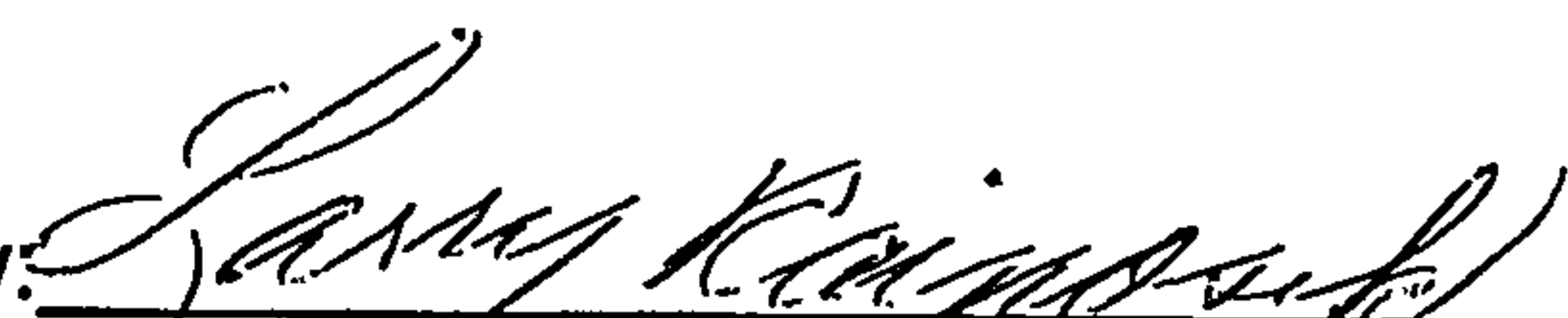
33. Use and Enjoyment. Each party agrees to provide the other party with prior written notice regarding any event relevant to the ability of such other party to enjoy and use the rights, easements, privileges and benefits created by this Agreement. Such events include, but are not limited to, the construction of improvements, repairs, modifications, renovations and/or replacements which are the responsibility of such party. The parties agree to perform such activities in a reasonable manner which minimizes the disruption and inconvenience to the party and/or property benefited by the provisions of this Agreement.

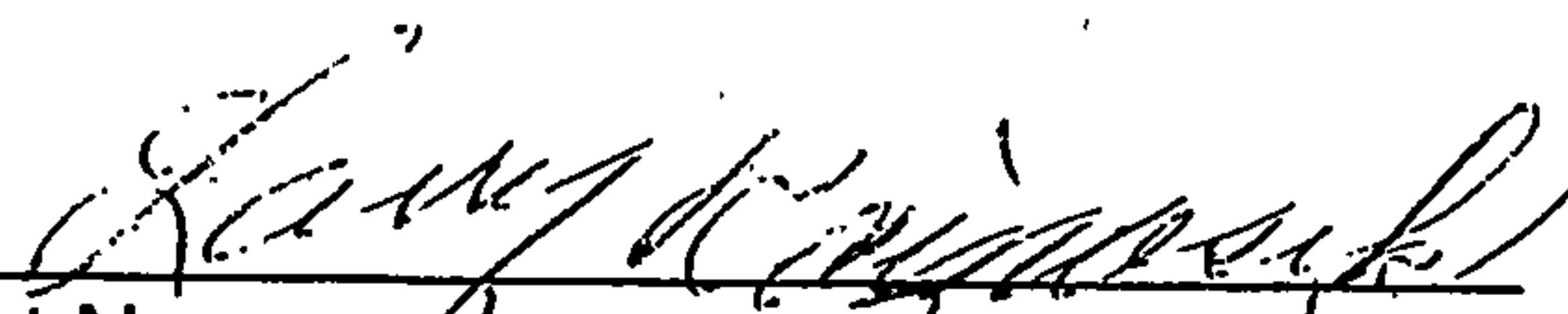
34. Recovery. In the event a party fails to perform its obligations pursuant to this Agreement, after thirty (30) days written notice and a failure of a party to perform, the other party may take such action (including but not limited to procuring insurance, doing repairs and/or other reasonable activities) on behalf of the defaulting party. In such event, all such monies expended shall be due and payable from the other party within ten (10) days of the date notice of the expenditure of such monies has been given to the other party. Failure to pay such monies in a timely manner shall result in such monies accruing interest at the rate of twelve percent (12%) simple interest per annum.

ENDURA:

LDR:

ENDURA ASSOCIATES, INC., a New Mexico corporation L.D.R., INC., a New Mexico corporation

By: 
Print Name: Larry Rainosek
Its: President

By: 
Print Name: Larry Rainosek
Its: President

ACKNOWLEDGMENTS

COUNTY OF BERNALILLO

)

) ss

STATE OF NEW MEXICO

)

This instrument was acknowledged before me on July 31, 2007, by Larry Rainosek, as President of Endura Associates, Inc., a New Mexico corporation.

(Seal)

Shannon Rainosek
Notary Public
My Commission Expires on: 1/31/2011

COUNTY OF BERNALILLO

)

) ss

STATE OF NEW MEXICO

)

This instrument was acknowledged before me on July 31, 2007, by Larry Rainosek, as President of L.D.R., Inc., a New Mexico corporation.

Shannon Rainosek
Notary Public
My Commission Expires on: 1/31/2011

EXHIBIT A

LDR PROPERTY

Lots Numbered Ten (10), Eleven (11) and Twelve (12) in Block Numbered Three (3) of the SIGMA CHI ADDITION to the City of Albuquerque, New Mexico, as the same are shown and designated on the Plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 18, 1938.

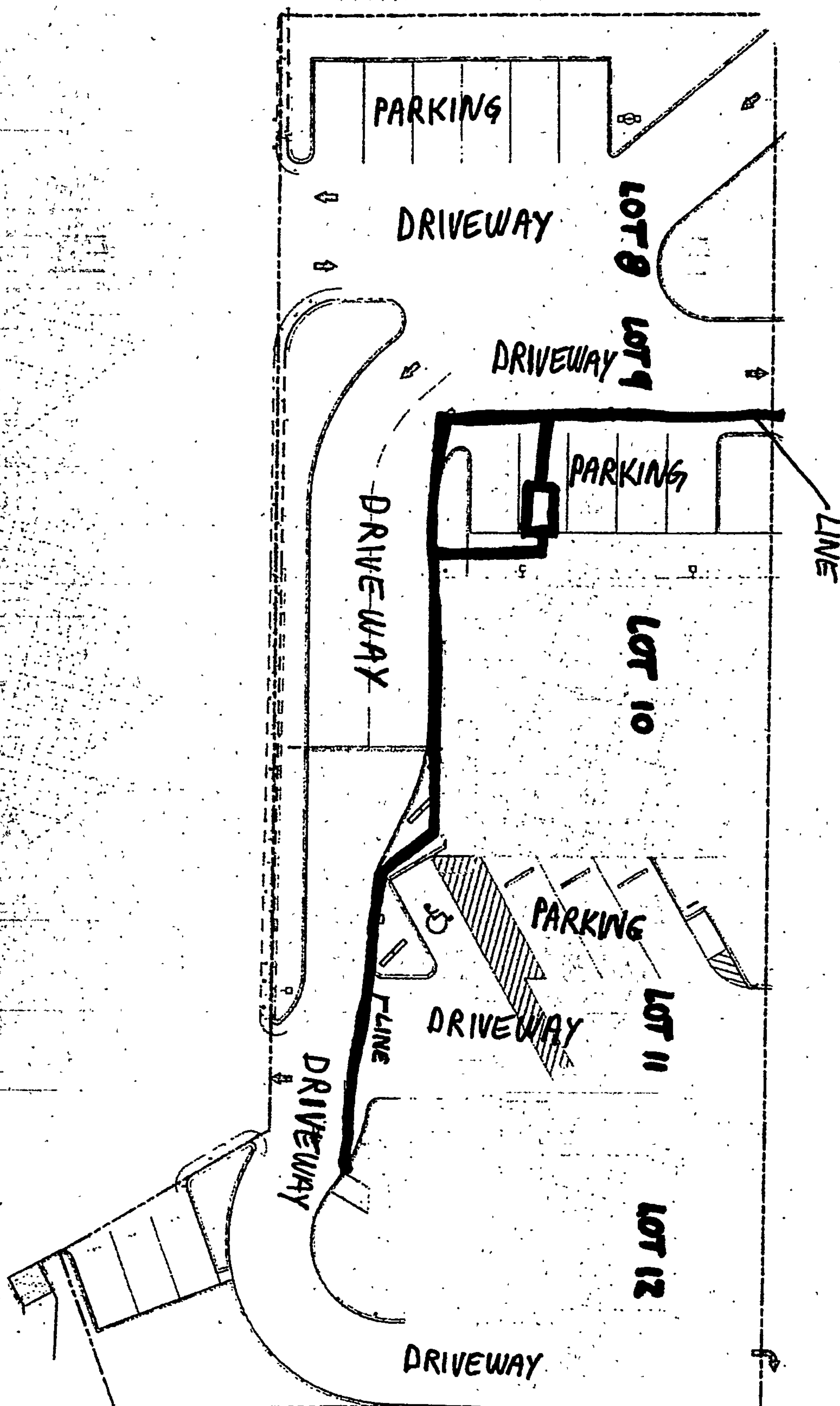
EXHIBIT B

ENDURA PROPERTY

Lots numbered Eight (8) and Nine (9) in Block numbered Three (3), of SIGMA CHI ADDITION, to the City of Albuquerque, New Mexico, as the same is shown and designated on the plat of said Addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 18, 1938.

P:\mss\Rainosek\1 EASEMENT AGREEMENT.doc

EXHIBIT C EASEMENTS



CITY OF ALBUQUERQUE



July 17, 2007

James C. Lewis, R.A.
General Design, Inc.
1620 Central Ave. SE
Albuquerque, NM 87106

**Re: Golden Pride BBQ Chicken & Ribs, 1830 Lomas Boulevard NE,
Traffic Circulation Layout
Architect's Stamp dated 6-19-07 (J15-D003)**

Dear Mr. Lewis,

Based upon the information provided in your submittal received 7-02-07, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

1. Provide a copy of the cross lot access easements.
2. Is the 24.4' drivepad an entrance only drive?
3. For passenger vehicles, the minimum end island radius is 15 feet.
4. Add an "entrance only" or "do not enter" sign at the westernmost entrance.
5. Please refer to all applicable city standards.

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

www.cabq.gov

Sincerely,

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

C: File

CITY OF ALBUQUERQUE



July 10, 2007

Guy C. Jackson, P.E.
Guy Jackson & Associates, LLC
10522 Florence Ave. NE
Albuquerque, NM 87122

Re: Golden Pride Restaurant Grading Plan
Engineer's Stamp dated 6-29-07 (J15/D003)

Dear Mr. Jackson,

Based upon the information provided in your submittal received 7-3-07, the above referenced plan is approved for Grading Permit and Paving Permit.

P.O. Box 1293

Upon completion of the project, please provide an Engineer Certification for our files.

If you have any questions, you can contact me at 924-3695.

Albuquerque

Sincerely,

Curtis A. Cherne, P.E.
Engineering Associate, Planning Dept.
Development and Building Services

New Mexico 87103

www.cabq.gov

C: file

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

J-15/D3

PROJECT TITLE: Golden Pride BBQ, Chicken & Ribbs ZONE MAP/DRG. FILE # J-15
DRB#: NA EPC#: NA WORK ORDER#: _____

LEGAL DESCRIPTION: Sigma Chi Addition, Block 4, Lots 8-12
CITY ADDRESS: 1830 Lomas Blvd. NE, 87106

ENGINEERING FIRM: GUY JACKSON & ASSOCIATES, LLC
ADDRESS: 10522 FLORENCE AVE. NE
CITY, STATE: ALBUQUERQUE, NM

CONTACT: GUY JACKSON, PE
PHONE: 235-1426
ZIP CODE: 87122

OWNER: Golden Pride BBQ, Chicken & Ribbs
ADDRESS: 1830 Lomas Blvd. NE, 87106
CITY, STATE: Albuquerque, NM

CONTACT: See Architect
PHONE: ~~720-6666~~ 247-1529
ZIP CODE: 87106

ARCHITECT: General Design Inc.
ADDRESS: 1620 Central Ave. SE
CITY, STATE: Albuquerque, NM

CONTACT: David Abbott
PHONE: 247-1529
ZIP CODE: 87106

SURVEYOR: Aldrich Land Surveying
ADDRESS: PO Box. 30701
CITY, STATE: ALBUQUERQUE, NM

CONTACT: Tim Aldrich
PHONE: 884-1990
ZIP CODE: 87190

CONTRACTOR: See Architect
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

TYPE OF SUBMITTAL:

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

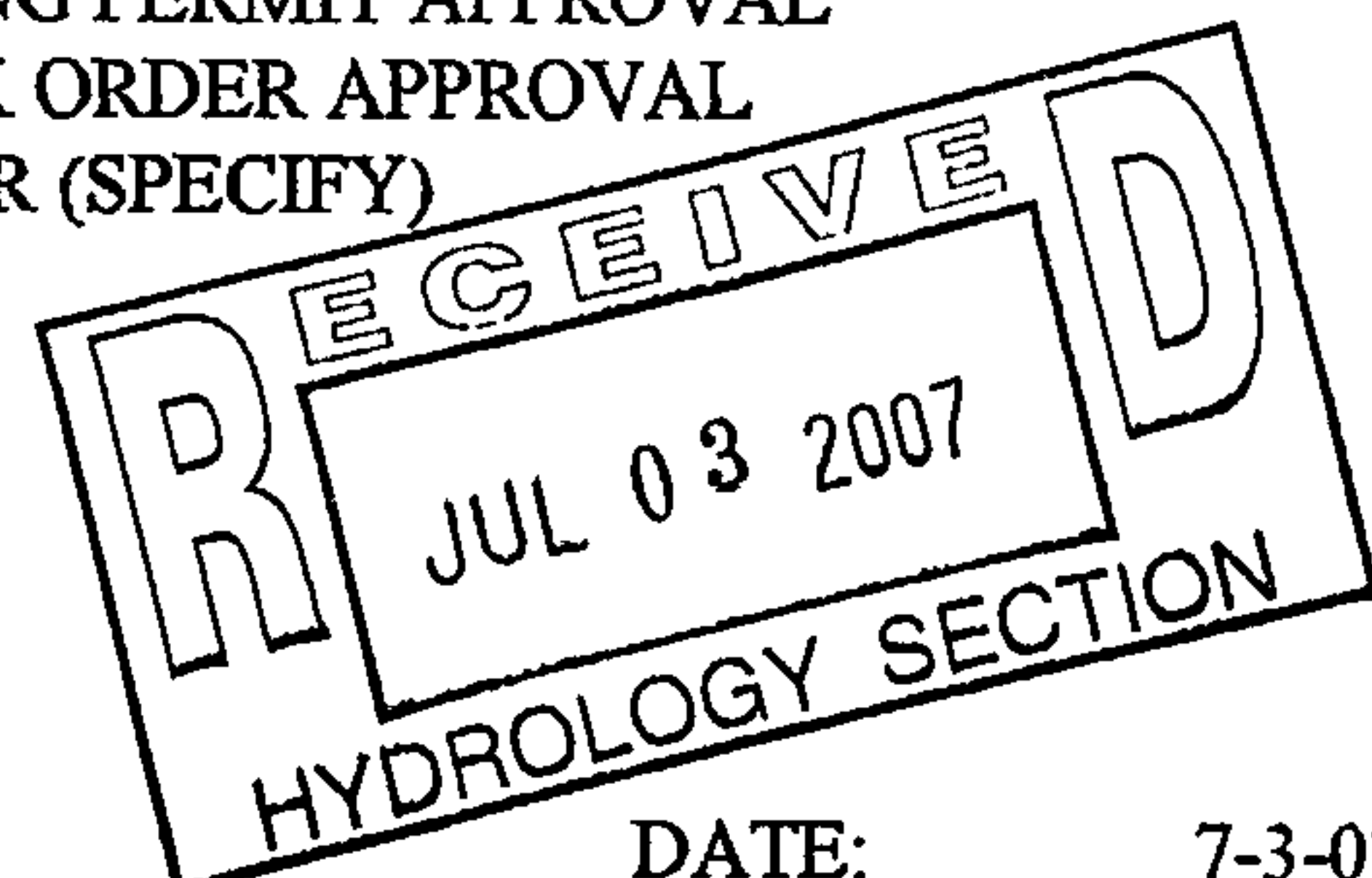
CHECK TYPE OF APPROVAL SOUGHT:

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

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☒ YES
☐ NO
☐ COPY PROVIDED

SUBMITTED BY: GUY JACKSON, PE



DATE: 7-3-07

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

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

ONE STOP SHOP
CITY OF ALBUQUERQUE PLANNING DEPARTMENT
Development & Building Services

PAID RECEIPT

APPLICANT NAME Golden Pride BBQ - Chicken & Ribbs

AGENT Guy Jackson & Associates, LLC

ADDRESS 10522 Florence Ave NE

PROJECT & APP # _____

PROJECT NAME Golden Pride

\$ _____ 441032/3424000 Conflict Management Fee

\$ _____ 441006/4983000 DRB Actions

\$ _____ 441006/4971000 EPC/AA/LUCC Actions & All Appeals

\$ _____ 441018/4971000 Public Notification

\$ 50.⁰⁰ 441006/4983000 DRAINAGE PLAN REVIEW OR TRAFFIC IMPACT STUDY***
() Major/Minor Subdivision () Site Development Plan () Bldg Permit
() Letter of Map Revision () Conditional Letter of Map Revision
() Traffic Impact Study

\$ 50.⁰⁰ TOTAL AMOUNT DUE

***NOTE: If a subsequent submittal is required, bring a copy of this paid receipt with you to avoid an additional charge.

GUY JACKSON & ASSOCIATES, LLC
10522 FLORENCE AVE. NE
ALBUQUERQUE, NM 87122

COMPASS BANK
ALBUQUERQUE, NM 87109
95-78/1070

302

July 3, 2007

PAY TO THE
ORDER OF

City of Albuquerque - City Treasurer

\$ 50.00

Treasury Receipt DOLLARS

7/3/2007 3:49PM LOC: ANN
RECEIPT# 00084436 USH 00% TRANS# 0059
Account: 441006 Fund 0000
Activity 4983000 TRSNP
Trans: Am J24 Misc \$50.00
CK \$50.00
CHANGE \$0.00

MEMO Golden Pride Restaur - T
1st Hq/Plng subm Hq
Review Fee

Drainage Summary

Drainage Summary

Project: GOLDEN PRIDE PROPERTIES
By: GJA, LLC

Site Location 1830 LOMAS BLVD, NE

Precipitation Zone 2 Per Table A-1 COA DPM Section 22.2

Existing summary

Basin Name	BASIN 1	BASIN 2	BASIN 3	BASIN 4		
Soil Treatment (acres)						
Area "A"	0.00	0.00	0.00	0.00		
Area "B"	0.00	0.00	0.00	0.00		
Area "C"	0.00	0.00	0.00	0.06	0.60	
Area "D"	0.10	0.23	0.27	0.18	TOTAL	
TOTAL	0.10	0.23	0.27	0.24	0.84	
Excess Runoff (acre-feet)					TOTAL	
100yr. 6hr.	0.02	0.04	0.05	0.04	0.14	0.11
10yr. 6hr.	0.01	0.03	0.03	0.02	0.09	
2yr. 6hr.	0.01	0.02	0.02	0.01	0.05	
100yr. 24hr.	0.02	0.05	0.06	0.04	0.17	
Peak Discharge (cfs)					TOTAL	
100 yr.	0.47	1.08	1.27	1.03	3.85	2.82
10yr.	0.31	0.72	0.85	0.67	2.55	
2yr.	0.19	0.43	0.50	0.37	1.49	

Proposed summary

Basin Name	BASIN 1	BASIN 2	BASIN 3	BASIN 4		
Soil Treatment (acres)						
Area "A"	0.00	0.00	0.00	0.00		
Area "B"	0.00	0.00	0.00	0.00		
Area "C"	0.00	0.00	0.05	0.00		
Area "D"	0.09	0.24	0.33	0.13	TOTAL	
TOTAL	0.09	0.24	0.38	0.13	0.84	
Excess Runoff (acre-feet)					TOTAL	
100yr. 6hr.	0.02	0.04	0.06	0.02	0.14	
10yr. 6hr.	0.01	0.03	0.04	0.01	0.09	
2yr. 6hr.	0.01	0.02	0.02	0.01	0.05	
100yr. 24hr.	0.02	0.05	0.07	0.03	0.17	
Peak Discharge (cfs)					TOTAL	
100 yr.	0.42	1.13	1.71	0.61	3.87	3.26
10yr.	0.28	0.75	1.12	0.41	2.57	
2yr.	0.17	0.45	0.64	0.24	1.50	

EXISTING HYDROLOGY

DPM Section 22.2 - Hydrology

Part A-Watersheds less than 40 acres.

January, 1993

INSTRUCTIONS

- * Spread sheet requires three input areas (dark cells):
 - Location
 - >A.1 Precipitation Zone
 - >A.3 Land Treatments
- * Values from the tables are automatically placed using "if" statements.
- * Table values should be checked for correctness for each use.

SUMMARY

Location	LOMAS & MESA VISTA	BASIN 1	BASIN 2	BASIN 3	BASIN 4	TOTALS	
Precipitation Zone		2	2	2	2		
Land Area		0.10	0.23	0.27	0.24	0.84	acres
Excess Precipitation Volume							
>>> 100-year 6-hour (design)		0.02	0.04	0.05	0.04	0.14	acre-ft.
10-year 6-hour		0.01	0.03	0.03	0.02	0.09	acre-ft.
2-year 6-hour		0.01	0.02	0.02	0.01	0.05	acre-ft.
100-year 24-hour		0.02	0.05	0.06	0.04	0.17	acre-ft.
Peak Discharge Rates (DPM)							
>>> Q100 (design)		0.47	1.08	1.27	1.03	3.85	cfs
Q10		0.31	0.72	0.85	0.67	2.55	cfs
Q2		0.19	0.43	0.50	0.37	1.49	cfs

CALCULATIONS FOLLOW

Existing hyd.

INPUT AND CALCULATIONS

LOCATION	BASIN 1	BASIN 2	BASIN 3	BASIN 4		
>A.1 PRECIPITATION ZONE (from Table A-1)	2	2	2	2		
>A.2 DEPTHS					TOTALS	
(from Table A-2)						
100-YEAR STORM (P60)	2.01	2.01	2.01	2.01	2.01	inches
100-YEAR STORM (P360)	2.35	2.35	2.35	2.35	2.35	inches
100-YEAR STORM (P1440)	2.75	2.75	2.75	2.75	2.75	inches
10-YEAR (P360) (Calculated: $P360 \cdot RPF10$)	1.57	1.57	1.57	1.57	1.57	inches
2-YEAR (P360) (Calculated: $P360 \cdot RPF2$)	1.02	1.02	1.02	1.02	1.02	inches
>A.3 LAND TREATMENTS (Ai)						
Treatment A	0.00	0.00	0.00	0.00	0.00	acres
Treatment B	0.00	0.00	0.00	0.00	0.00	acres
Treatment C	0.00	0.00	0.00	0.06	0.06	acres
Treatment D	0.10	0.23	0.27	0.18	0.78	acres
Total Area	0.10	0.23	0.27	0.24	0.84	acres
=====						
>A.4 ABSTRACTIONS	See A.5	See A.5	See A.5	See A.5	See A.5	

CALCULATIONS FOLLOW

Existing hyd.

INPUT AND CALCULATIONS (CON'T)

>A.5 EXCESS PRECIPITATION 6 HOUR AND 24 HOUR (Ei)						
from Table A-8						
100-year 6-hour				TOTALS		
Treatment A	0.53	0.53	0.53	0.53	0.53	inches
Treatment B	0.78	0.78	0.78	0.78	0.78	inches
Treatment C	1.13	1.13	1.13	1.13	1.13	inches
Treatment D	2.12	2.12	2.12	2.12	2.12	inches

WEIGHTED E (Sum Ei*Ai/A)	2.12	2.12	2.12	1.87	2.05	inches

VOLUME V100:6h (E*A)	0.02	0.04	0.05	0.04	0.14	acre-ft.
	770	1,770	2,078	1,631	6,249	ft ³
=====						
10-year 6-hour						
Treatment A	0.13	0.13	0.13	0.13	0.13	inches
Treatment B	0.28	0.28	0.28	0.28	0.28	inches
Treatment C	0.52	0.52	0.52	0.52	0.52	inches
Treatment D	1.34	1.34	1.34	1.34	1.34	inches

WEIGHTED E (Sum Ei*Ai/A)	1.34	1.34	1.34	1.14	1.28	inches

VOLUME V10:6h (E*A)	0.01	0.03	0.03	0.02	0.09	acre-ft.
	486	1,119	1,313	989	3,907	ft ³
=====						
2-year 6-hour						
Treatment A	0.00	0.00	0.00	0.00	0.00	inches
Treatment B	0.02	0.02	0.02	0.02	0.02	inches
Treatment C	0.15	0.15	0.15	0.15	0.15	inches
Treatment D	0.79	0.79	0.79	0.79	0.79	inches

WEIGHTED E (Sum Ei*Ai/A)	0.79	0.79	0.79	0.63	0.74	inches

VOLUME V2:6h (E*A)	0.01	0.02	0.02	0.01	0.05	acre-ft.
	287	660	774	549	2,269	ft ³
=====						
100-year 24-hour						
VOLUME V100:24h						
(V100-6h+Ad*P1440-P360)/12)	0.02	0.05	0.06	0.04	0.17	acre-ft.
	915	2,104	2,470	1,893	7,381	ft ³
=====						

CALCULATIONS FOLLOW

Existing hyd.

INPUT AND CALCULATIONS (CON'T)

>A.6 PEAK DISCHARGE RATE FOR SMALL WATERSHEDS (Qi)							
from Table A-9							
100-year					TOTALS		
Treatment A	1.56	1.56	1.56	1.56	1.56	cfs/acre	
Treatment B	2.28	2.28	2.28	2.28	2.28	cfs/acre	
Treatment C	3.14	3.14	3.14	3.14	3.14	cfs/acre	
Treatment D	4.70	4.70	4.70	4.70	4.70	cfs/acre	
Q100 (Sum Qi*Ai)	0.47	1.08	1.27	1.03	3.85	cfs	
=====							
10-year							
Treatment A	0.38	0.38	0.38	0.38	0.38	cfs/acre	
Treatment B	0.95	0.95	0.95	0.95	0.95	cfs/acre	
Treatment C	1.71	1.71	1.71	1.71	1.71	cfs/acre	
Treatment D	3.14	3.14	3.14	3.14	3.14	cfs/acre	
Q10 (Sum Qi*Ai)	0.31	0.72	0.85	0.67	2.55	cfs	
=====							
2-year							
Treatment A	0.00	0.00	0.00	0.00	0.00	cfs/acre	
Treatment B	0.08	0.08	0.08	0.08	0.08	cfs/acre	
Treatment C	0.60	0.60	0.60	0.60	0.60	cfs/acre	
Treatment D	1.86	1.86	1.86	1.86	1.86	cfs/acre	
Q2 (Sum Qi*Ai)	0.19	0.43	0.50	0.37	1.49	cfs	
=====							

CALCULATIONS FOLLOW

PROPOSED HYDROLOGY

DPM Section 22.2 - Hydrology

Part A-Watersheds less than 40 acres.

January, 1993

INSTRUCTIONS

- * Spread sheet requires three input areas (dark cells):
 - Location
 - >A.1 Precipitation Zone
 - >A.3 Land Treatments
- * Values from the tables are automatically placed using "if" statements.
- * Table values should be checked for correctness for each use.

SUMMARY

Location	LOMAS & MESA VISTA	BASIN 1	BASIN 2	BASIN 3	BASIN 4	TOTALS	
Precipitation Zone		2	2	2	2	2	
Land Area		0.09	0.24	0.38	0.13	0.84	acres
Excess Precipitation Volume							
>>> 100-year 6-hour (design)		0.02	0.04	0.06	0.02	0.14	acre-ft.
10-year 6-hour		0.01	0.03	0.04	0.01	0.09	acre-ft.
2-year 6-hour		0.01	0.02	0.02	0.01	0.05	acre-ft.
100-year 24-hour		0.02	0.05	0.07	0.03	0.17	acre-ft.
Peak Discharge Rates (DPM)							
>>> Q100 (design)		0.42	1.13	1.71	0.61	3.87	cfs
Q10		0.28	0.75	1.12	0.41	2.57	cfs
Q2		0.17	0.45	0.64	0.24	1.50	cfs

CALCULATIONS FOLLOW

INPUT AND CALCULATIONS

LOCATION	BASIN 1	BASIN 2	BASIN 3	BASIN 4		
>A.1 PRECIPITATION ZONE (from Table A-1)	2	2	2	2	2	
TOTALS						
>A.2 DEPTHS						
(from Table A-2)						
100-YEAR STORM (P60)	2.01	2.01	2.01	2.01	2.01	inches
100-YEAR STORM (P360)	2.35	2.35	2.35	2.35	2.35	inches
100-YEAR STORM (P1440)	2.75	2.75	2.75	2.75	2.75	inches
10-YEAR (P360) (Calculated: P360*RPF10)	1.57	1.57	1.57	1.57	1.57	inches
2-YEAR (P360) (Calculated: P360*RPF2)	1.02	1.02	1.02	1.02	1.02	inches
>A.3 LAND TREATMENTS (Ai)						
Treatment A	0.00	0.00	0.00	0.00	0.00	acres
Treatment B	0.00	0.00	0.00	0.00	0.00	acres
Treatment C	0.00	0.00	0.05	0.00	0.05	acres
Treatment D	0.09	0.24	0.33	0.13	0.79	acres
Total Area	0.09	0.24	0.38	0.13	0.84	acres
=====						
>A.4 ABSTRACTIONS						
	See A.5	See A.5	See A.5	See A.5	See A.5	

CALCULATIONS FOLLOW

INPUT AND CALCULATIONS (CON'T)

>A.5 EXCESS PRECIPITATION 6 HOUR AND 24 HOUR (Ei)						
from Table A-8				TOTALS		
100-year 6-hour						
Treatment A	0.53	0.53	0.53	0.53	0.53	inches
Treatment B	0.78	0.78	0.78	0.78	0.78	inches
Treatment C	1.13	1.13	1.13	1.13	1.13	inches
Treatment D	2.12	2.12	2.12	2.12	2.12	inches

WEIGHTED E (Sum Ei*Ai/A)	2.12	2.12	1.99	2.12	2.06	inches

VOLUME V100:6h (E*A)	0.02	0.04	0.06	0.02	0.14	acre-ft.
	693	1,847	2,745	1,000	6,284.62	ft³
=====						
10-year 6-hour						
Treatment A	0.13	0.13	0.13	0.13	0.13	inches
Treatment B	0.28	0.28	0.28	0.28	0.28	inches
Treatment C	0.52	0.52	0.52	0.52	0.52	inches
Treatment D	1.34	1.34	1.34	1.34	1.34	inches

WEIGHTED E (Sum Ei*Ai/A)	1.34	1.34	1.23	1.34	1.29	inches

VOLUME V10:6h (E*A)	0.01	0.03	0.04	0.01	0.09	acre-ft.
	438	1,167	1,700	632	3,937.10	ft³
=====						
2-year 6-hour						
Treatment A	0.00	0.00	0.00	0.00	0.00	inches
Treatment B	0.02	0.02	0.02	0.02	0.02	inches
Treatment C	0.15	0.15	0.15	0.15	0.15	inches
Treatment D	0.79	0.79	0.79	0.79	0.79	inches

WEIGHTED E (Sum Ei*Ai/A)	0.79	0.79	0.71	0.79	0.75	inches

VOLUME V2:6h (E*A)	0.01	0.02	0.02	0.01	0.05	acre-ft.
	258	688	974	373	2,292.71	ft³
=====						
100-year 24-hour						
VOLUME V100:24h						
(V100-6h+Ad*P1440-P360)/12)	0.02	0.05	0.07	0.03	0.17	acre-ft.
	823	2,195	3,224	1,189	7,431.70	ft³
=====						

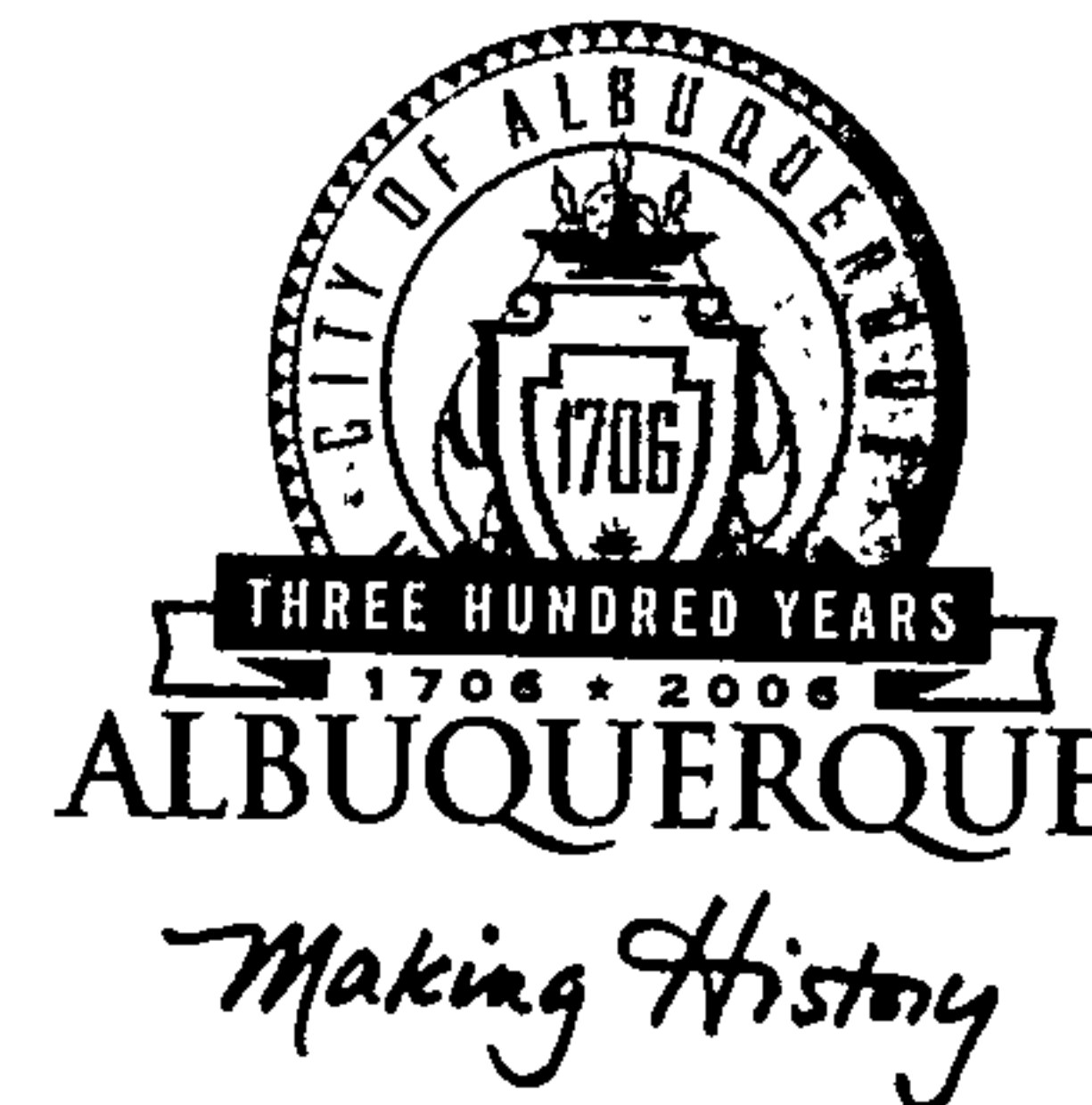
CALCULATIONS FOLLOW

INPUT AND CALCULATIONS (CON'T)

>A.6 PEAK DISCHARGE RATE FOR SMALL WATERSHEDS (Qi)						
from Table A-9						
100-year					TOTALS	
Treatment A	1.56	1.56	1.56	1.56	1.56	cfs/acre
Treatment B	2.28	2.28	2.28	2.28	2.28	cfs/acre
Treatment C	3.14	3.14	3.14	3.14	3.14	cfs/acre
Treatment D	4.70	4.70	4.70	4.70	4.70	cfs/acre
Q100 (Sum Qi*Ai)	0.42	1.13	1.71	0.61	3.87	cfs
=====						
10-year						
Treatment A	0.38	0.38	0.38	0.38	0.38	cfs/acre
Treatment B	0.95	0.95	0.95	0.95	0.95	cfs/acre
Treatment C	1.71	1.71	1.71	1.71	1.71	cfs/acre
Treatment D	3.14	3.14	3.14	3.14	3.14	cfs/acre
Q10 (Sum Qi*Ai)	0.28	0.75	1.12	0.41	2.57	cfs
=====						
2-year						
Treatment A	0.00	0.00	0.00	0.00	0.00	cfs/acre
Treatment B	0.08	0.08	0.08	0.08	0.08	cfs/acre
Treatment C	0.60	0.60	0.60	0.60	0.60	cfs/acre
Treatment D	1.86	1.86	1.86	1.86	1.86	cfs/acre
Q2 (Sum Qi*Ai)	0.17	0.45	0.64	0.24	1.50	cfs
=====						

CALCULATIONS FOLLOW

CITY OF ALBUQUERQUE



April 6, 2005

Verlyn Miller II, P.E.
Miller Engineering Consultants
P.O. Box 520
Edgewood, NM 87015

**Re: Lobo Center, University Blvd / Lomas Blvd, Grading and Drainage Plan
Engineer's Stamp dated 3-10-05 (J15-D3)**

Dear Mr. Miller,

Based upon the information provided in your submittal received 3-08-05, the above referenced plan is approved for SO#19 Permit. This permit is required for construction within City Right of Way. A copy of this approval letter must be on hand when applying for the excavation permit. Prior to Certificate of Occupancy release, Engineer Certification per the DPM checklist will be required.

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

Sincerely,

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

C: Matt Cline, Arroyo Maintenance
Pam Lujan, Excavation Permits
File

DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: LOBO CENTER ZONE MAP/DRG. FILE #: J-15/D3
DRB #: _____ EPC#: _____ WORK ORDER#: _____

LEGAL DESCRIPTION: _____
CITY ADDRESS: _____

ENGINEERING FIRM: MILLER ENGINEERING CONS.
ADDRESS: PO BOX 570
CITY, STATE: Edgewood NM 87015

CONTACT: 401-2111
PHONE: 286-7771
ZIP CODE: 87015

OWNER: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

ARCHITECT: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

SURVEYOR: _____
ADDRESS: _____
CITY, STATE: _____

John Jacques
286-7771

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CONTRACTOR: _____
ADDRESS: _____
CITY, STATE: _____

CONTACT: _____
PHONE: _____
ZIP CODE: _____

CHECK TYPE OF SUBMITTAL:

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

CHECK TYPE OF APPROVAL SOUGHT:

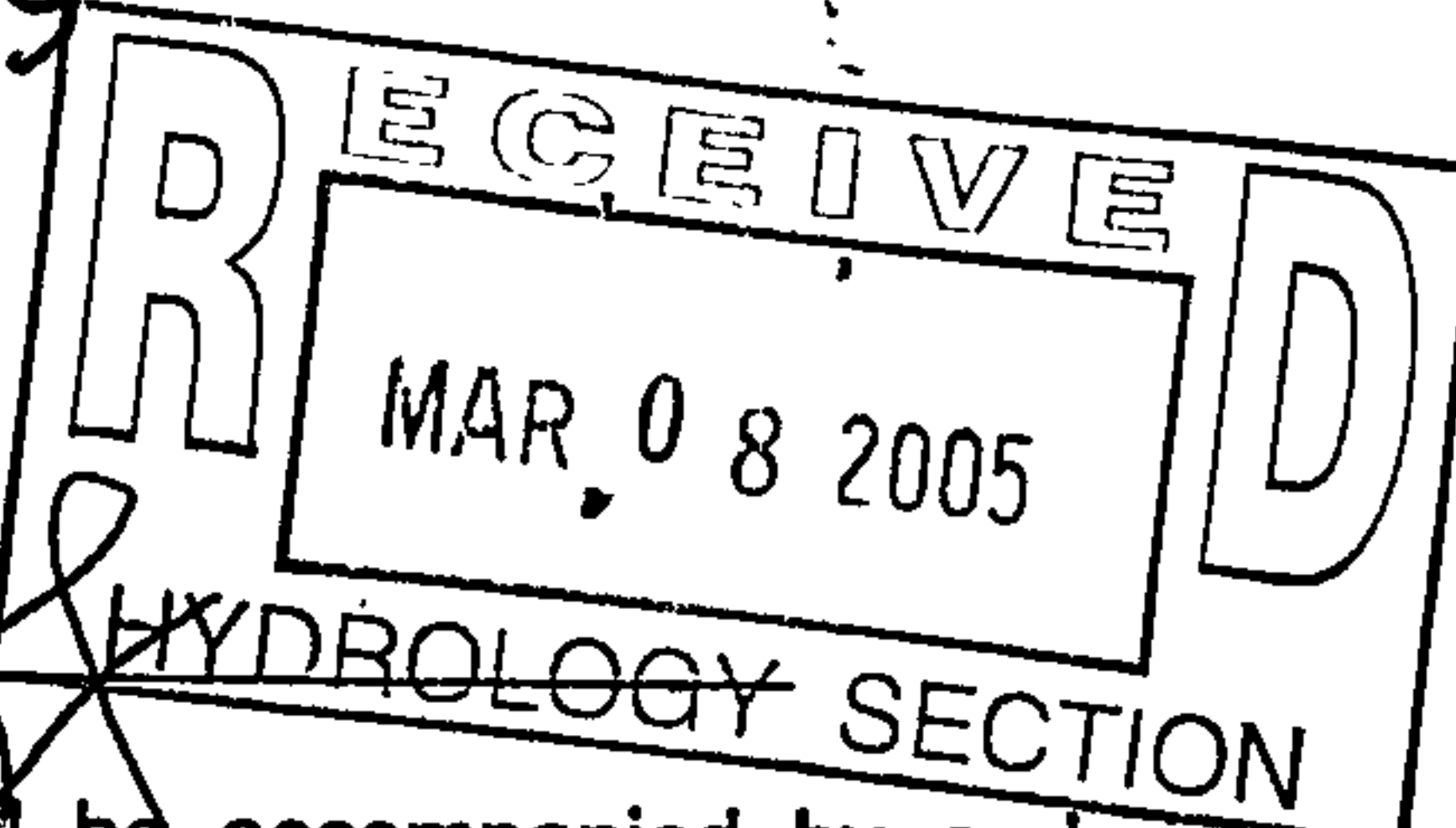
- ☐ SIA / FINANCIAL GUARANTEE RELEASE
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ S. DEV. PLAN FOR SUB'D. APPROVAL
- ☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL
- ☐ SECTOR PLAN APPROVAL
- ☐ FINAL PLAT APPROVAL
- ☐ FOUNDATION PERMIT APPROVAL
- ☐ BUILDING PERMIT APPROVAL
- ☐ CERTIFICATE OF OCCUPANCY (PERM.)
- ☐ CERTIFICATE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

WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: 3/8/05 BY: John Jacques

50-19



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.

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

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