

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

March 30, 2021

Eric Munn, RA
T.I. Design Services
717 Cagua Drive NE
Albuquerque, NM 87108

Re: SOOBAK Restaurant Outdoor Patio
111 Hermosa Drive SE
Traffic Circulation Layout
Architect's Stamp 03-30-2021 (K17-D117)

Dear Mr. Munn,

The TCL submittal received 03-30-2021 is approved for Building Permit with. 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.

When the site construction is completed and an inspection for 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, the TCL, and 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,

Nilo Salgado-Fernandez, P.E.
Senior Traffic Engineer, Planning Dept.
Development Review Services

C: CO Clerk, File

COMMERCIAL LEASE AND FIRST RIGHT OF REFUSAL TO PURCHASE PROMISSORY

This instrument ("Lease") is made this 1st day of October, 2018, by and between Immanuel Presbyterian Church and its assigns and successors in interest ("Lessor") and Scott's Food, LLC, a New Mexico limited liability company, its assigns, and successors in interest ("Lessee").

1. DEFINITION OF PREMISES
Lessor, for and in consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessee's heirs, personal representatives, assigns and successors in interest, and up to the terms and conditions herein contained, does hereby let, lease, and demise to Lessee the following described premises situated in Albuquerque, New Mexico, in the County of BERNALILLO, to-wit:

111 Hermosa Street SE, Albuquerque, New Mexico 87110
Lots 11 & 12, Block 1, Manzano Place Subdivision (the "Premises" or "said premises")

II. TERM OF LEASE
The term of this lease shall be for a period of FIVE (5) YEARS, beginning on the 1st day of October, 2018 (the "Lease Commencement Date"), and ending on the 30th day of September, 2023 (the "Lease Termination Date"). Subject to any review and approval required by the Property of State of New Mexico or before the end of the initial term and each term or renewal term, if any, Lessee shall have the right, at any time, to renew this lease, subject to the terms and conditions for renewal as contained herein. The initial term and all renewals thereof are referred to as the "Term" or the "Lease Term", and any Term after the initial term as an "Extension Term" or "Renewal Term". Lessee may exercise its option to renew subject to the following approvals by giving Lessor written notice of its intention to renew on or before six (6) months prior to the end of the initial term or any Extension Term.

III. RENT
Rent shall commence on the Lease Commencement Date.
Base Rent is \$15,000 per year payable in advance in monthly installments of \$1,250 (4.17% per month) beginning on the Lease Commencement Date and on the same day of each month thereafter for the initial Lease Term.

YEAR 1: Base Rent of \$15,000 per year, but not other payments due under the Lease, shall be subject for a period of twelve (12) months of the Lease Term in exchange for the Lessor's completion of Lessee's improvements as described in Section IX below and on Schedule A attached hereto, which improvements shall be completed by Lessee on or before the end of the initial term or any Extension Term.

* A-1 Lessee will provide an (1) overflow parking space in the Lessor's South Parking Lot (Lots 13 & 14, Block 1, Manzano Place Subdivision) at no charge to Lessee, provided that Lessee may use this space for overflow parking and events such as weddings, funerals and religious holiday services provided Lessee gives notice to Lessor at least (15) days in advance of such occurrence and further provided that Lessee may permanently exclude up to 15 parking spaces for its exclusive use or for use by other parties.

B-1 Lessee shall provide an overflow parking space for its customers and visitors and shall limit the use of the South Parking Lot to overflow parking as permitted in this Agreement.

C-1 Lessee shall provide an overflow parking space for its customers and visitors and shall limit the use of the South Parking Lot to overflow parking as permitted in this Agreement. Such signage shall be to a manner approved by Lessor. Lessor reserves the right to post additional signage from time to time regarding reserved spaces and its use of the South Parking Lot as provided in this Lease.

VI. CONDITION OF PREMISES AND REPAIRS
Lessor, for and in consideration of this Lease and the damage of the said premises, hereby agrees and warrants with Lessee that Lessee has examined the said premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has made the said premises its own premises, and that except for the repairs Lessee has agreed to perform as set forth in Schedule A, no representation or warranty as to the condition or repair of the Premises has been made by Lessor, and Lessee agrees to maintain and repair the Premises and, at the expiration of the term of this Lease or any renewal or extension thereof, Lessee will yield up possession of the said premises in Lessee is in good order and condition as when the same were delivered upon or improved by Lessee, less by fire or unavoidable accident, damage by the elements, and reasonable use and wear excepted, that Lessee will keep, at Lessee's own expense, the said premises in good order and repair during the term of this Lease, or any extension or renewal thereof, and will repair and replace promptly, at Lessee's own expense, any and all interior damage, including, but not limited to, damage to walls, floors, plumbing integral to the leased space only, but not part of the infrastructure, that may occur from time to time; that Lessee hereby waives any and all right to have such repairs or replacements made by Lessor or at Lessee's expense unless such repairs were a result of the willful misconduct of Lessee, and that, if Lessee fails to make such repairs and replacements promptly, or if such repairs and replacements have not been made within (15) days after the occurrence of damage, Lessee may, at Lessee's option, make such repairs and replacements, and Lessee hereby agrees and warrants to repay the cost thereof to Lessor as demanded.

1. DANGEROUS MATERIALS & ENVIRONMENTAL INDEMNITIES
A. Lessee warrants and represents to the best of Lessee's knowledge, that the premises do not contain any hazardous substances, and have not been used previously for any generation, storage, processing, or disposal of hazardous substances.
B. Lessee warrants and represents that it shall not bring any hazardous substances on the premises.

The section headings are for convenience of reference only and shall not otherwise affect the meaning hereof.

XXIX. GOVERNING LAW
This Lease shall be governed by New Mexico law, without giving effect to any "choice of law" or "conflict of law" provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico. Any action or proceeding arising out of or relating to this Agreement shall be brought in Bernalillo County, New Mexico in the Second Judicial District.

XXX. AMENDMENTS
It is understood and agreed by and between the parties hereto that this Lease shall not be amended, changed, or amended except by instrument in writing executed by the parties hereto.

XXXI. FIRST RIGHT OF REFUSAL
Lessor grants Lessee a first right of refusal to purchase the Premises for a period of sixty (60) days following the receipt of a bona fide offer to purchase the Premises which is received by Lessor during the Term of this Lease or within three (3) months after the Term, and is acceptable to Lessee in its sole discretion. If Lessor desires to sell the Premises during the Term, or within three (3) months following the Term, it will first offer the Premises to Lessee for sixty (60) days at such price and on such terms as it may in its sole discretion decide.

Lessee must notify Lessor of its decision to purchase the Premises within sixty (60) days of receiving any notice of offer or sale from Lessor in writing, together with any required deposit. If Lessee fails to notify Lessor in writing, Lessee shall be deemed to have sold the Premises to or another third party at the price and on the terms stated in the notice to Lessee. If such a sale is not consummated within the period stated in the notice, and the term of the First Right of Refusal is no longer in effect, Lessor shall have no continuing obligation to offer the Premises to Lessee in accordance with this provision.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day year first above written.

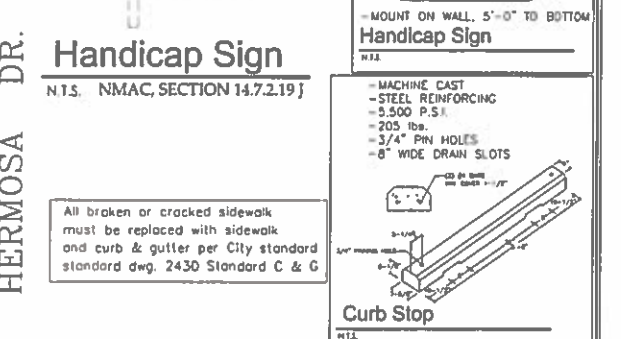
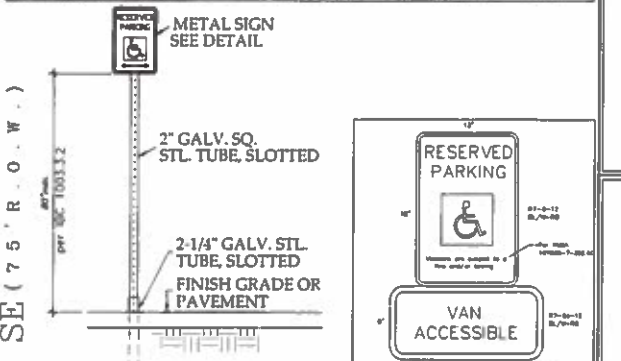
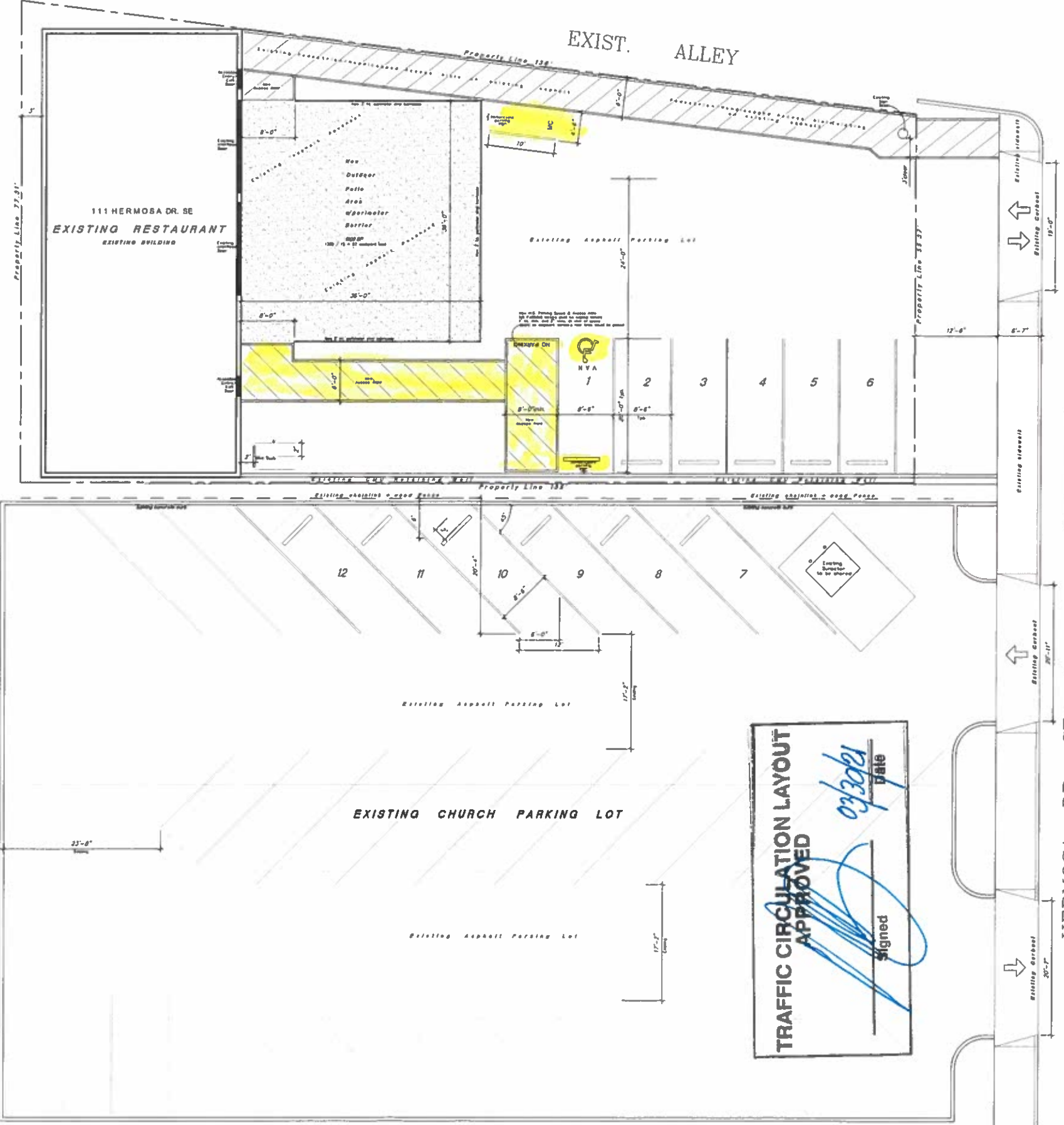
LESSOR: Immanuel Presbyterian Church, by Name: Scott's Food, LLC, by John Katrak, its Managing Member

Immanuel Presbyterian Church
111 Hermosa Street SE, Albuquerque, NM 87110
505.263.1111
www.immanuelch.org

January 24 2018
To Whom It May Concern:

John Katrak aka Scott's Food, will be sharing the trash and recycle dumpsters located in the Immanuel Presbyterian Church parking lot. The church address is 114 Canale SE, however the back parking lot where the dumpsters are located, is adjacent to 111 Hermosa where the business is located.

Holly Warfield
Immanuel Presbyterian Church Elder



REFUSE
REFUSE IS DISPOSED OF IN EXISTING ON-SITE DUMPSTER ON ADJACENT SOUTHERLY CHURCH PROPERTY. THIS WAS APPROVED BY SOLID WASTE MICHAEL ANAYA 924-3631. CHURCH SHALL UPDATE ITS SERVICE CONTRACT W/ SOLID WASTE MANAGEMENT

PARKING CRITERIA
RESTAURANT : 5 SPACES PER 1000 CSF (2000 Restaurant +1300 PATIO = 3300 SF, SO, 3300/1000= 3.3 x 5 = 16.5 SPACES
17 SPACES REQUIRED (x30% on Transit Route) = 12 REQUIRED SPACES
12 PARKING SPACES PROVIDED
1 OF WHICH IS HANDICAPPED ACCESSIBLE SPACE,
1 MOTORCYCLE SPACE PROVIDED

