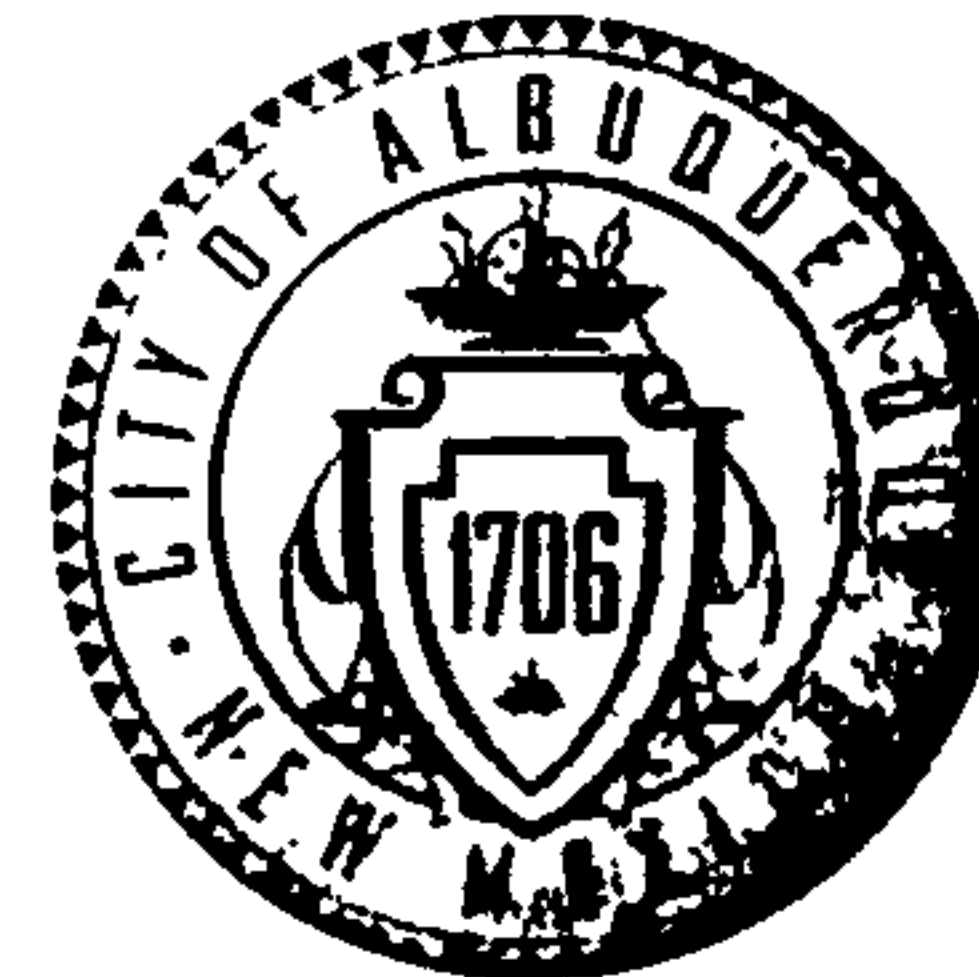


# CITY OF ALBUQUERQUE



**Planning Department  
Transportation Development Services Section**

April 2, 2009

Vincent P. Carrica, P.E.,  
Tierra West, LLC  
5571 Midway Park Place NE  
Albuquerque, NM 87109

Re: Certification Submittal for Final Building Certificate of Occupancy for  
Taco Cabana, [L-20 / D008A]  
10210 Central Avenue  
Engineer's Stamp Dated 04/01/09

PO Box 1293

Dear Mr. Carrica:

Albuquerque

The TCL / Letter of Certification submitted on April 1, 2009 is sufficient for acceptance by this office for final Certificate of Occupancy (C.O.). Notification has been made to the Building and Safety Section.

NM 87103

Sincerely,

www.cabq.gov

Nilo E. Salgado-Fernandez, P.E.  
Senior Traffic Engineer  
Development and Building Services  
Planning Department

c: Engineer  
Hydrology file  
CO Clerk

# DRAINAGE AND TRANSPORTATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Taco Cabana ZONE MAP/DRG. FILE # L20-D008A  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION Tracts A and B-located on the southeast corner of Central Avenue S.E. and Bubank Boulevard S.E.  
CITY ADDRESS: 10210 Central Avenue SE

ENGINEERING FIRM: Tierra West, LLC CONTACT: Jason Casuga, E.I.  
ADDRESS: 5571 Midway Park Place NE PHONE: (505) 858-3100  
CITY, STATE: Albuquerque, NM ZIP CODE: 87109

OWNER: Taco Cabana CONTACT: Mark Cramer  
ADDRESS: 8918 Tesoro Dr. Suite 200 PHONE: 210-804-0990  
CITY, STATE: San Antonio, Texas ZIP CODE: 78217

ARCHITECT: George Rainhart Architects CONTACT: Stephen Dunbar  
ADDRESS: 2325 San Pedro NE, Suite 2-B PHONE: (505) 884-9110 Ext 106  
CITY, STATE: Albuquerque, NM ZIP CODE: 87110

SURVEYOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ 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

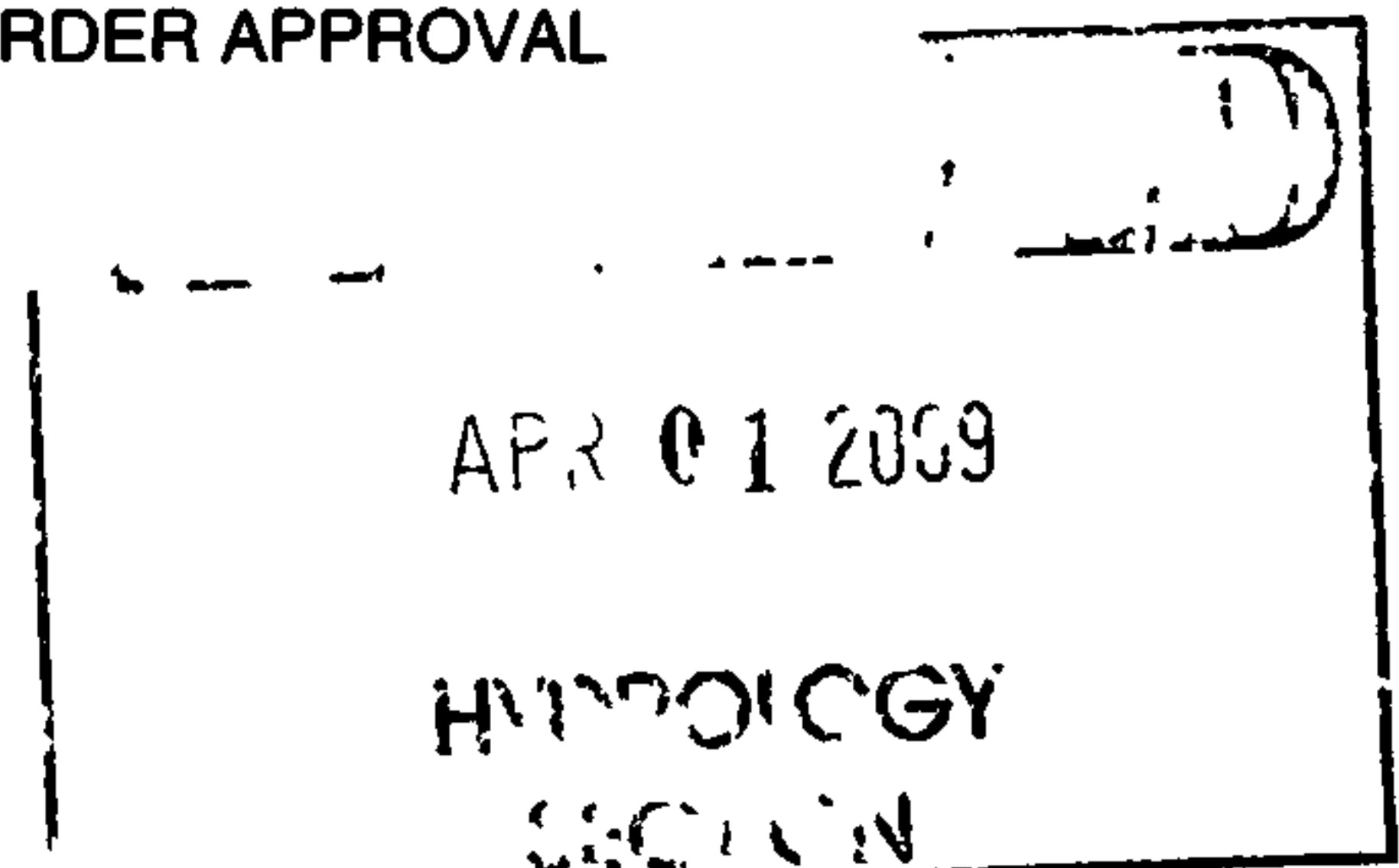
## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANACIAL 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  
☐ SO-19

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES  
☐ NO  
☐ COPY PROVIDED

DATE SUBMITTED: 4/1/2009 BY: Jason Casuga



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 Plans:** 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.

gan

# TIERRA WEST, LLC

April 1, 2009

Mr. Nilo Salgado-Fernandez  
Development and Building Services  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

**RE: TCL Certification for Permanent Certificate of Occupancy  
Taco Cabana  
10210 Central Avenue SE**

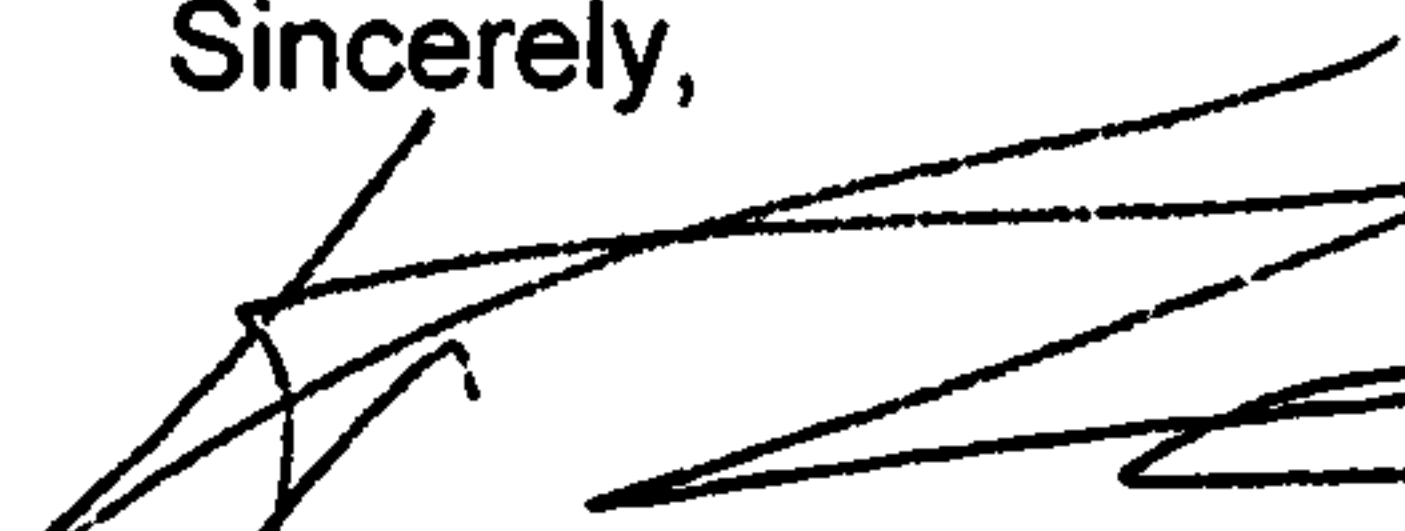
Dear Mr. Salgado-Fernandez:

Tierra West LLC requests approval of the Permanent Certification of the Traffic Circulation Layout for the Taco Cabana restaurant located at 10210 Central Avenue SE. Per your letter dated March 27, 2009 the Handicap Ramp (ramp connection onsite, adjacent to the multi-directional ramp along Central Boulevard) was reconstructed to meet ADA standards.

Enclosed, please find the information sheet and the as-built TCL. All punchlist items have been completed and the project has been constructed in substantial compliance with the approved plan. Therefore, we request approval of the as-built TCL for a Permanent Certificate of Occupancy.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

  
Vincent Carrica, P.E.



Enclosure/s

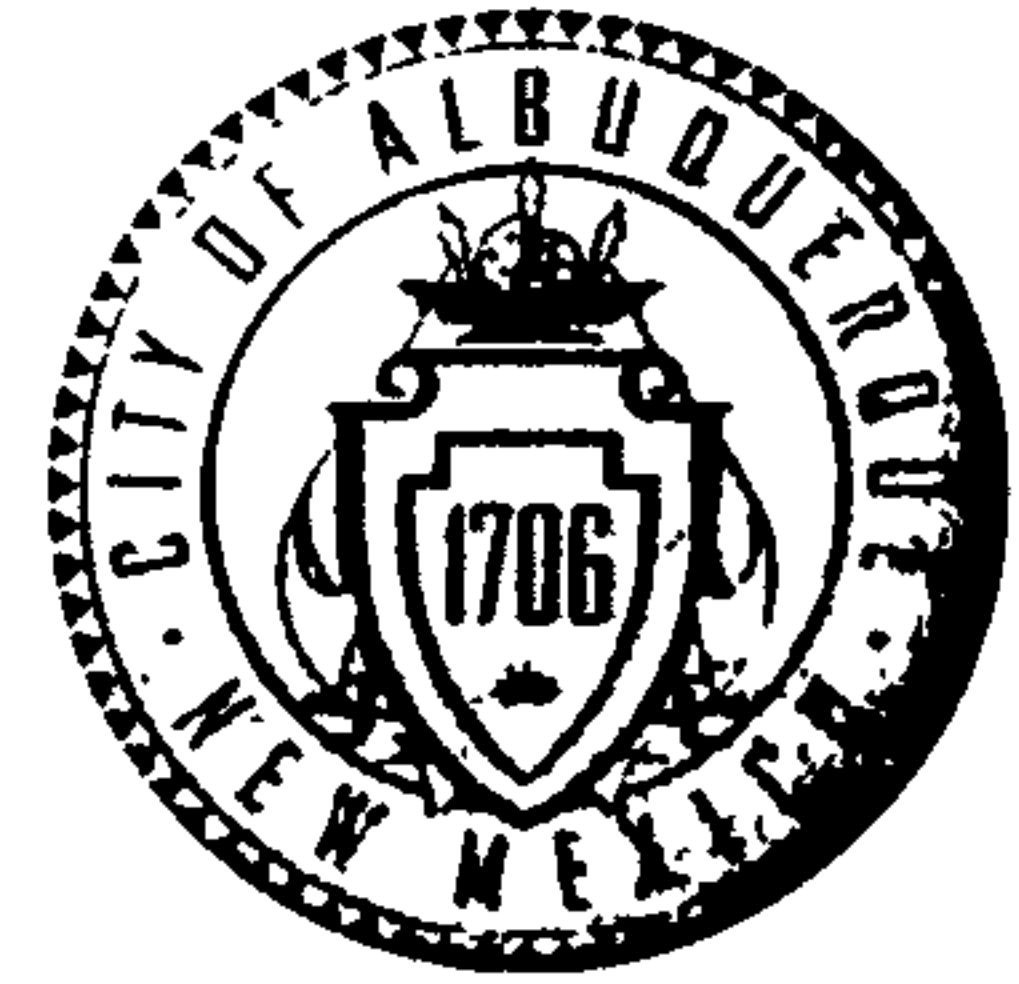
JN: 27120  
RRB/VC/kdk



2007 27120 Nilo Perm CO 03-26-09

5571 Midway Park Place NE Albuquerque, NM 87109  
(505) 858-3100 Fax (505) 858-1118 1-800-245-3102  
tierrawestllc.com

# CITY OF ALBUQUERQUE



**Planning Department  
Transportation Development Services Section**

March 27, 2009

Ronald R. Bohannon, P.E.,  
Tierra West, LLC  
5571 Midway Park Place NE  
Albuquerque, NM 87103

Re: Approval of Temporary Certificate of Occupancy (C.O.) for  
Taco Cabana, [L-20 / D008A]  
10210 Central Ave. SE  
Engineer's Stamp Dated 03/26/09

Dear Mr. Bohannon:

Based on the information provided on your submittal dated March 26, 2009, the above referenced project is approved for a 90-day Temporary C.O.

A Temporary C.O. has been issued allowing the outstanding Wheel Ramp (ramp connection onto site adjacent to multiple directional ramp needs to be ADA) issue to be completed within this time period. When these remaining issues have been fully completed, are in substantial compliance, and a final Certification for Transportation has been resubmitted to the City's Hydrology office for approval, a Permanent C.O. will be issued.

The Certification package for Final C.O. must include an exact copy of the approved TCL, or signed off D.R.B. Site Plan, which is in each of the two City Permit Plan Sets—the contractor's City field set and the City's plan set in the basement of the Plaza Del Sol building. Package also must include a letter of certification on designer's letterhead-stamped with his seal, signed, and dated. Submit package along with fully completed Drainage Information Sheet to front counter personnel for log in and evaluation by Transportation.

If you have any questions, please call me at 924-3630.

Sincerely,

  
Nilo E. Salgado-Fernandez, P.E.  
Senior Traffic Engineer  
Development and Building Services  
Planning Department

c: Engineer  
Hydrology file  
CO Clerk



# DRAINAGE AND TRANSPORTATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Taco Cabana ZONE MAP/DRG. FILE # L20-D008A  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION Tracts A and B-located on the southeast corner of Central Avenue S.E. and Bubank Boulevard S.E.  
CITY ADDRESS: 10210 Central Avenue SE

ENGINEERING FIRM: Tierra West, LLC CONTACT: Jason Casuga, E.I.  
ADDRESS: 5571 Midway Park Place NE PHONE: (505) 858-3100  
CITY, STATE: Albuquerque, NM ZIP CODE: 87109

OWNER: Taco Cabana CONTACT: Mark Cramer  
ADDRESS: 8918 Tesoro Dr. Suite 200 PHONE: 210-804-0990  
CITY, STATE: San Antonio, Texas ZIP CODE: 78217

ARCHITECT: George Rainhart Architects CONTACT: Stephen Dunbar  
ADDRESS: 2325 San Pedro NE, Suite 2-B PHONE: (505) 884-9110 Ext 106  
CITY, STATE: Albuquerque, NM ZIP CODE: 87110

SURVEYOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## CHECK TYPE OF SUBMITTAL:

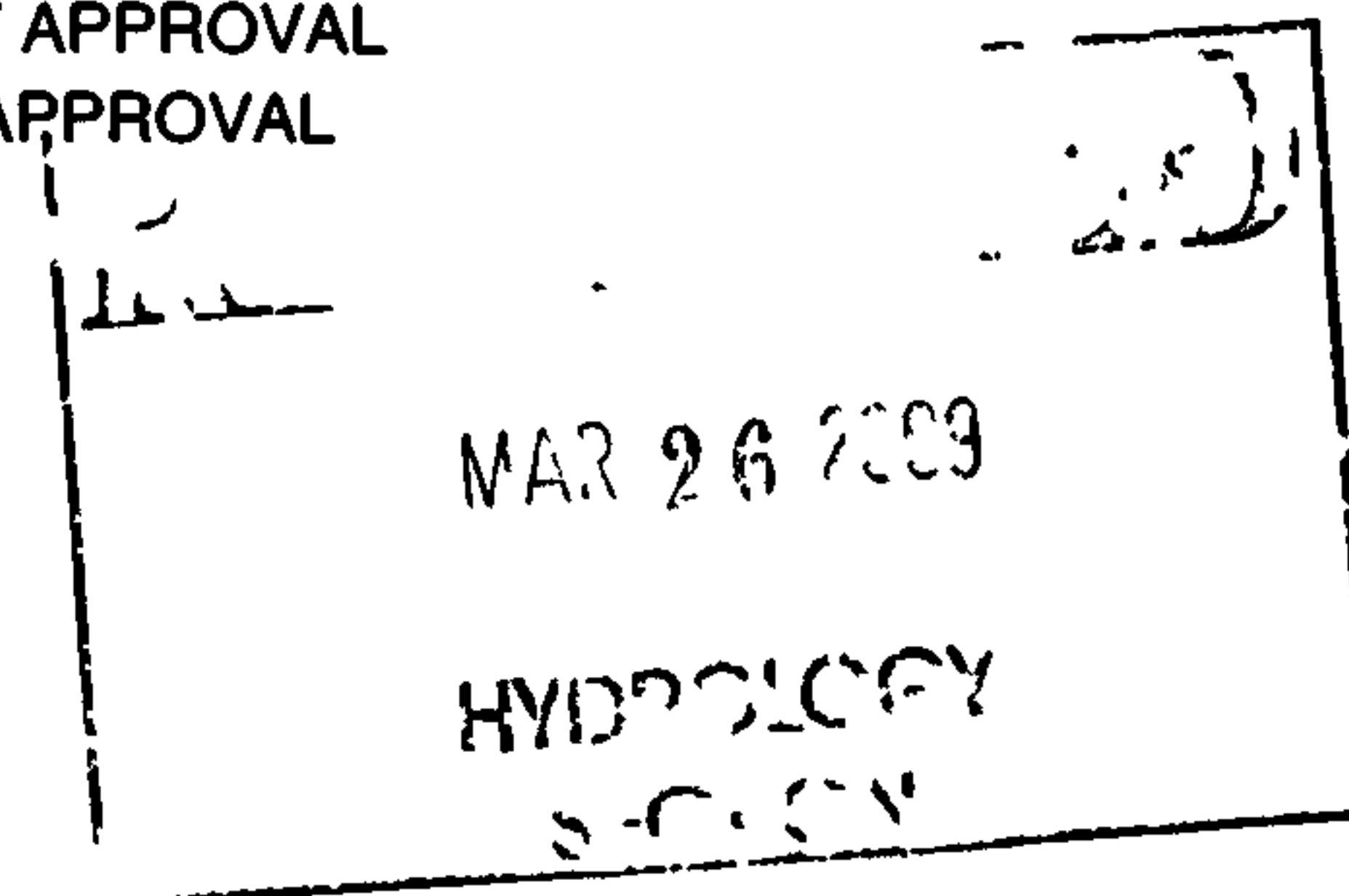
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☒ ENGINEERS CERTIFICATION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

## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANACIAL 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
- ☐ SO-19

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

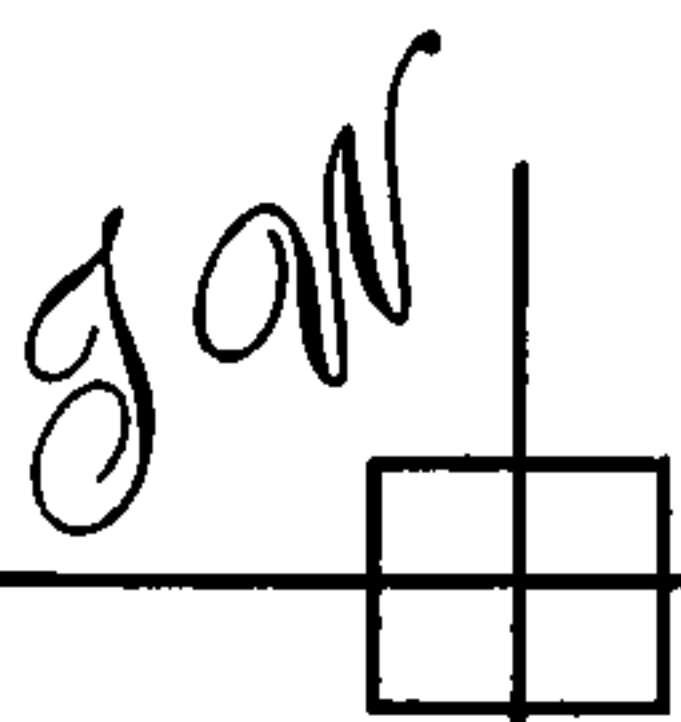
- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED



DATE SUBMITTED: 3/26/2009 BY: Jason Casuga

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 Plans:** 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.



# TIERRA WEST, LLC

March 26, 2009

Mr. Nilo Salgado-Fernandez  
Development and Building Services  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103

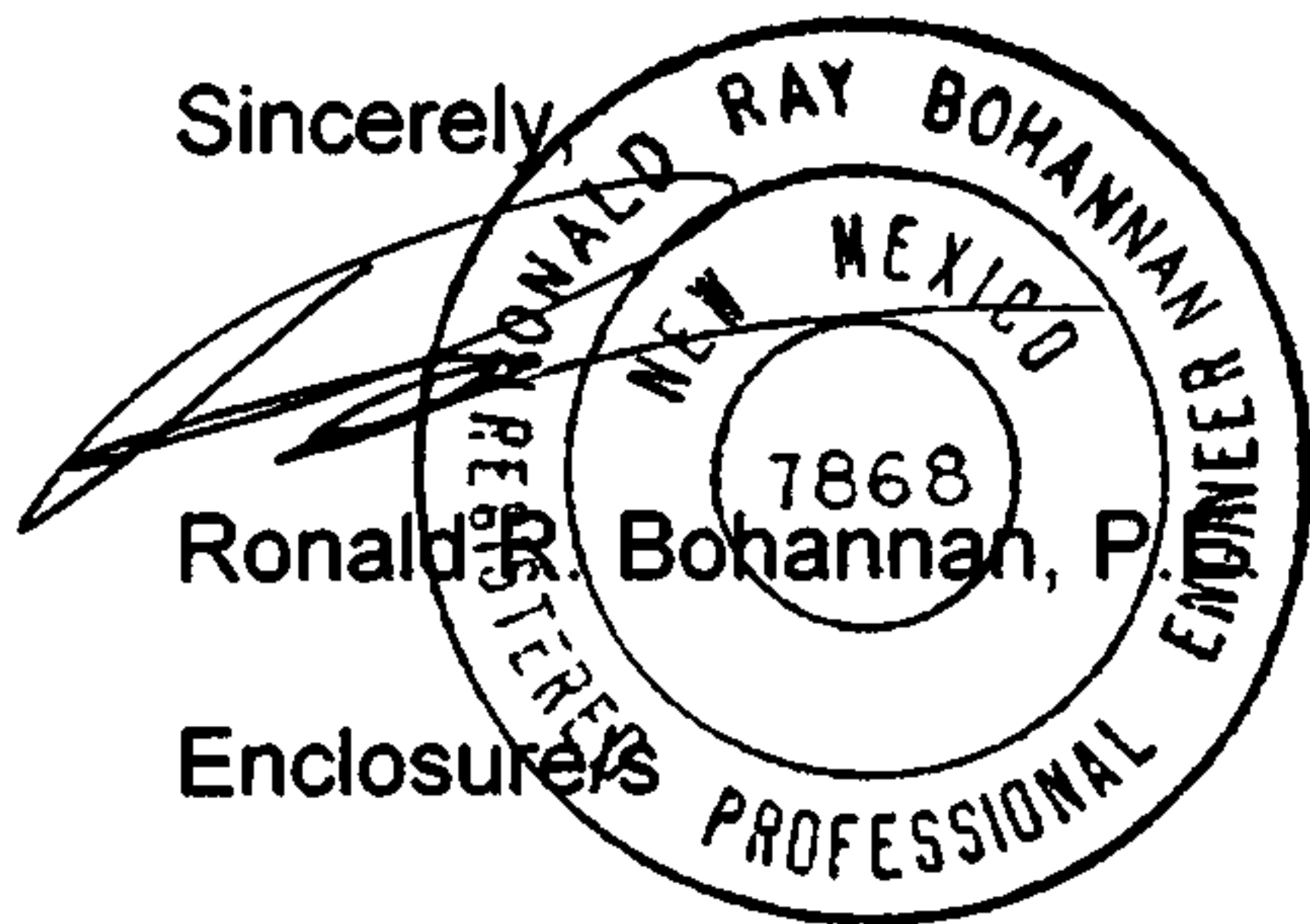
**RE: TCL Certification for Permanent Certificate of Occupancy  
Taco Cabana  
10210 Central Avenue SE**

Dear Mr. Salgado-Fernandez:

Tierra West LLC requests approval of the Permanent Certification of the Traffic Circulation Layout for the Taco Cabana restaurant located at 10210 Central Avenue SE. Enclosed, please find the information sheet and the as-built TCL. All punchlist items have been completed and the project has been constructed in substantial compliance with the approved plan. Therefore, we request approval of the as-built TCL for a Permanent Certificate of Occupancy.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,



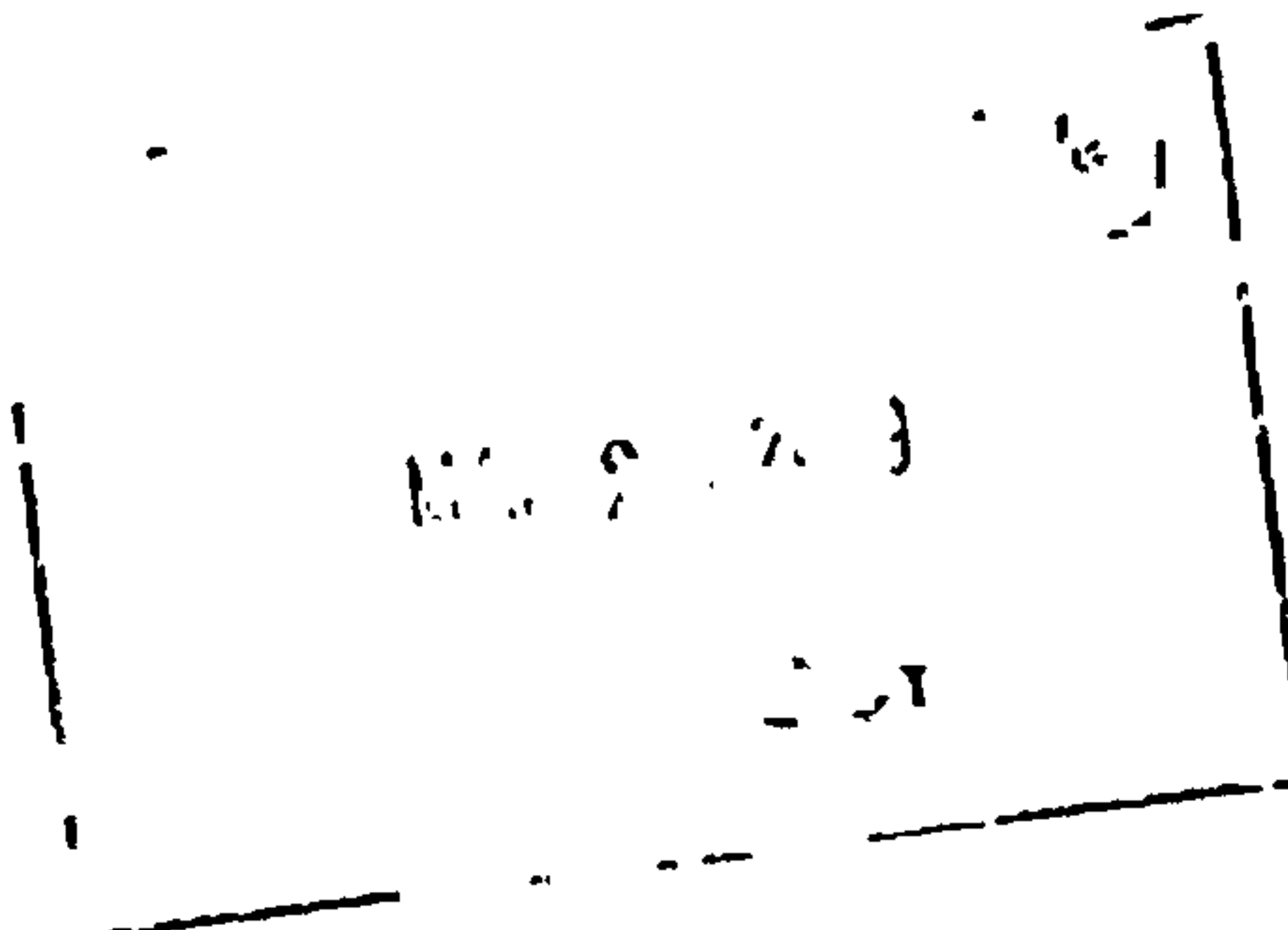
Ronald R. Bohannon, P.E.

Enclosures

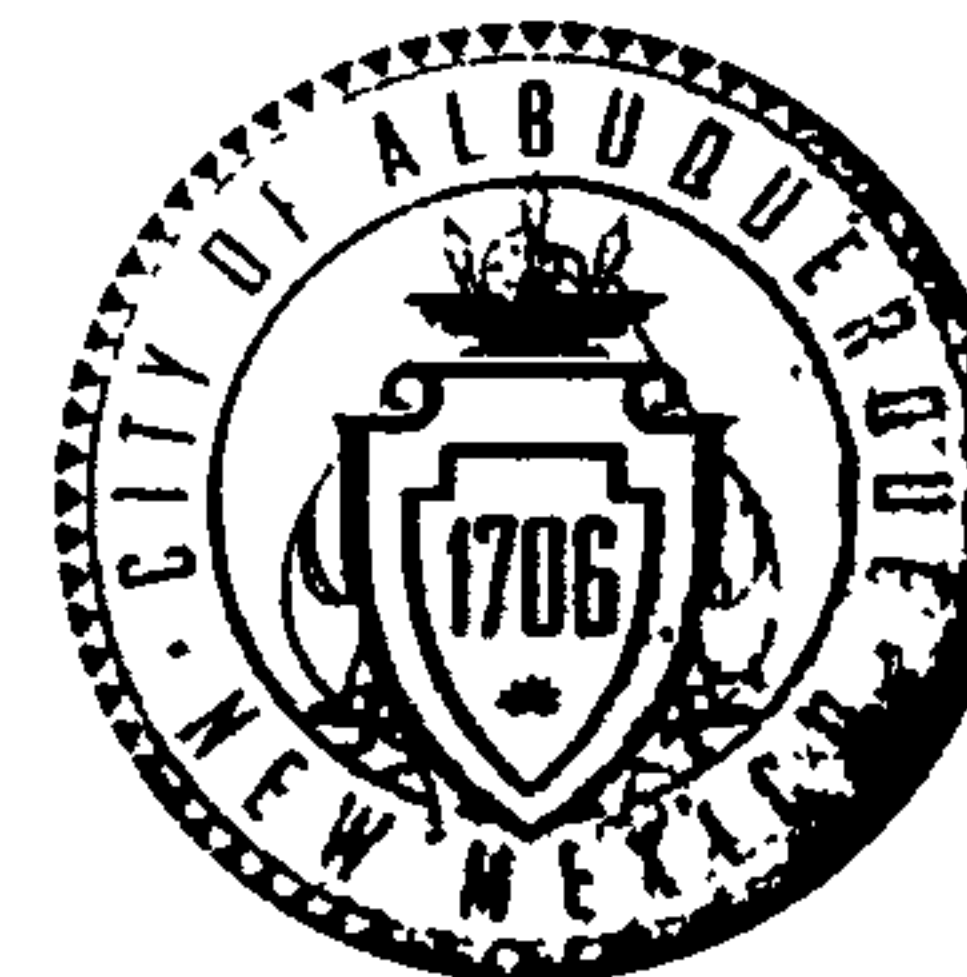
JN: 27120  
RRB/kdk

2007 27120 Nilo Perm CO 03-26-09

5571 Midway Park Place NE Albuquerque, NM 87109  
(505) 858-3100 Fax (505) 858-1118 1-800-245-3102  
tierrawestllc.com



# CITY OF ALBUQUERQUE



March 27, 2009

Ronald Ray Bohannon, P.E.  
**Tierra West, LLC.**  
5571 Midway Park Place N.E.  
Albuquerque, NM 87109

**Re: Taco Cabana, 10210 Central Ave. SE,**  
**Approval of Permanent Certificate of Occupancy, (L-20/D008A)**  
**Engineer's Stamp Dated: 8-21-08**  
**Engineer's Certification Date: 3-25-09**

Dear Mr. Biazar,

PO Box 1293

Based upon the information provided by our visual inspection on 3/26/09, the above referenced certification is approved for release of Permanent Certificate of Occupancy by Hydrology.

Albuquerque

If you have any questions, you can contact me at 924-3982.

NM 87103

Sincerely,

Timothy E. Sims

www.cabq.gov

Plan Checker-Hydrology, Planning Dept  
Development and Building Services

C: CO Clerk—Katrina Sigala  
file

# DRAINAGE AND TRANSPORTATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Taco Cabana ZONE MAP/DRG. FILE # L20-D008A  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION Tracts A and B-located on the southeast corner of Central Avenue S.E. and Bubank Boulevard S.E.  
CITY ADDRESS: 10210 Central Avenue SE

ENGINEERING FIRM: Tierra West, LLC CONTACT: Jason Casuga, E.I.  
ADDRESS: 5571 Midway Park Place NE PHONE: (505) 858-3100  
CITY, STATE: Albuquerque, NM ZIP CODE: 87109

OWNER: Taco Cabana CONTACT: Mark Cramer  
ADDRESS: 8918 Tesoro Dr. Suite 200 PHONE: 210-804-0990  
CITY, STATE: San Antonio, Texas ZIP CODE: 78217

ARCHITECT: George Rainhart Architects CONTACT: Stephen Dunbar  
ADDRESS: 2325 San Pedro NE, Suite 2-B PHONE: (505) 884-9110 Ext 106  
CITY, STATE: Albuquerque, NM ZIP CODE: 87110

SURVEYOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## CHECK TYPE OF SUBMITTAL:

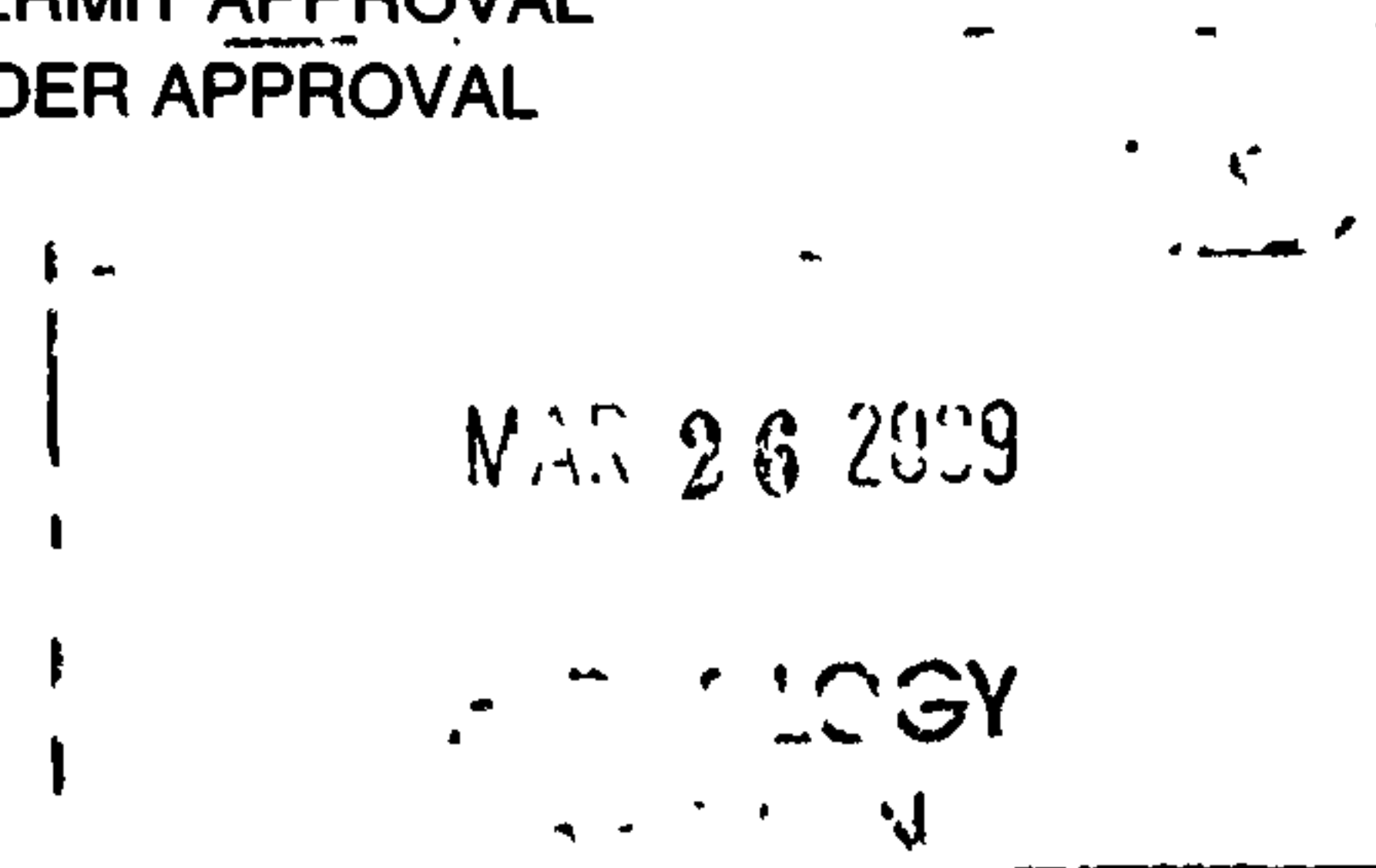
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, **REQUIRES TCL or equal**
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☒ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION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

## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANACIAL 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
- ☐ SO-19

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED



DATE SUBMITTED: 3/26/2009 BY: Jason Casuga

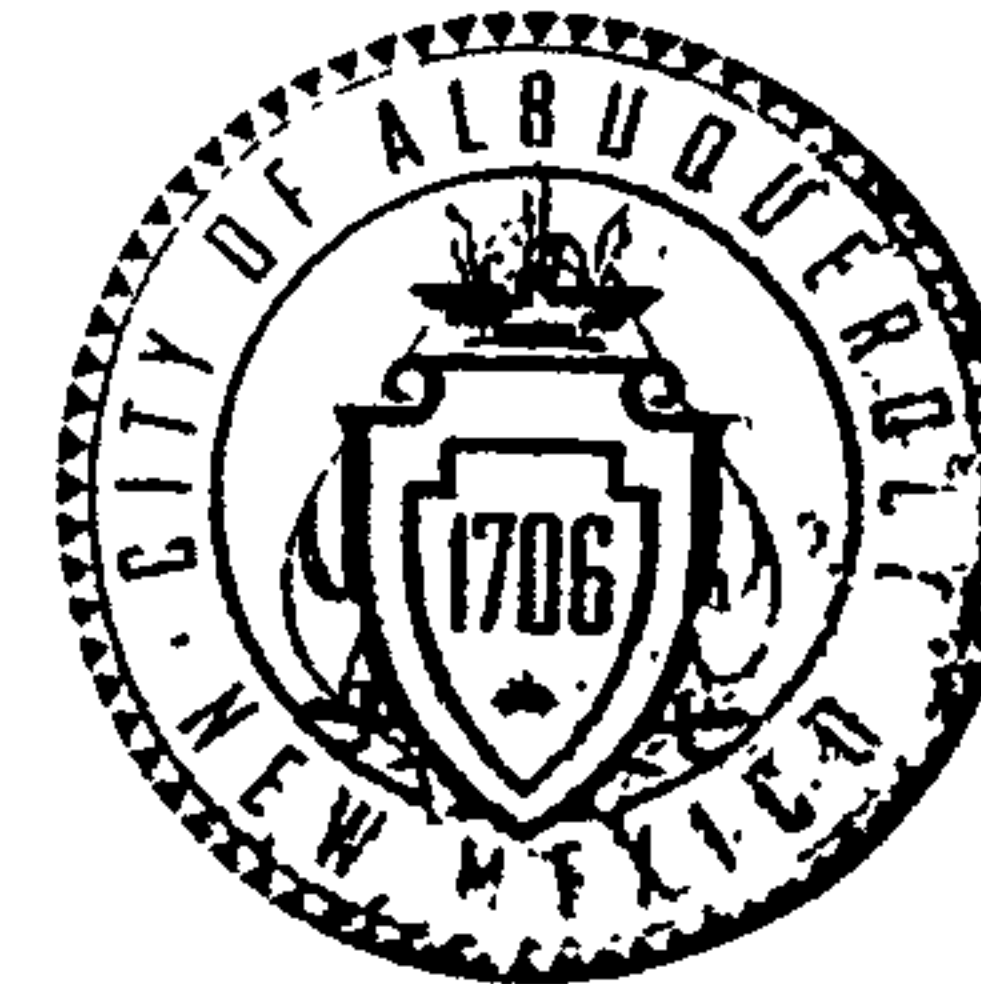
Requests for approvals of Site Development Plans and/or Subdivision Plats shall be accompanied by a drainage submittal. The particular nature, location and scope of the proposed development defines the degree of drainage detail. One or more of the following levels of submittal may be required based on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

1. **Conceptual Grading and Drainage Plans:** 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

PLANNING DEPARTMENT – Development & Building Services



August 26, 2008

Ronald R. Bohannon, P.E.

*Attn: Jason Casuga*

Tierra West, LLC

5571 Midway Park Place NE

Albuquerque, New Mexico 87109

RE: **TACO CABANA – 10210 Central SE (+/- 1.1 Ac)** (L20 – D 008 A)  
**Revised Grading and Drainage Plan for Building Permit** PE Stamp: **8/25/08**

Dear Mr. Bohannon:

Based upon the information provided in your submittal received 8/26/08, the above referenced *Revised Grading and Drainage Plan* is approved for Building Permit, conditioned upon compliance with the NPDES/SWPPP requirements discussed below. As shown on Traffic Control Layout (Sheet C1), temporary asphalt curbs are to be provided on both sides of the two access roads to Conchas Street.

PO Box 1293 Please attach a copy of this approved plan to the Building Permit plan sets prior to requesting sign-off by Hydrology.

Albuquerque SWPPP: You are required to send a copy of the P.E. certified Storm Water Pollution Prevention Plan (SWPPP) for this site on a CD to City of Albuquerque, Storm Drainage Division at:

NM 87103 **Department of Municipal Development, Storm Drainage Division**  
**P.O. Box 1293, One Civic Plaza, Rm. 301, Albuquerque, NM 87103**

If you have any question concerning the SWPPP, please contact Kathy Verhage 768-3654.

www.cabq.gov Prior to Certificate of Occupancy approval, an Engineer's Certification of compliance with this plan is required per the DPM.

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

Sincerely,

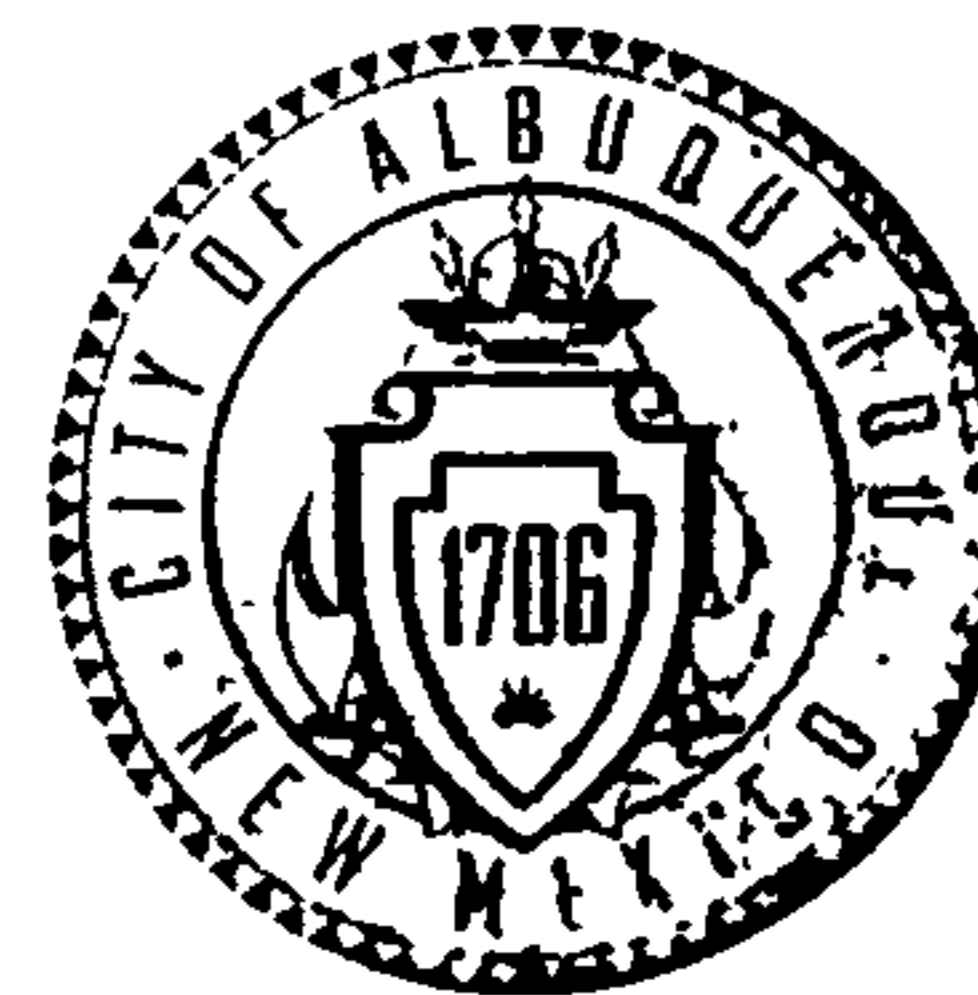
*Gregory R. Olson* 8/26/08  
Gregory R. Olson, P.E.

XC: Brad Bingham  
Kathy Verhage, COA/DMD-Storm Drainage  
Drainage file: L20-D008 A,

1 of 1

# CITY OF ALBUQUERQUE

PLANNING DEPARTMENT – Development & Building Services



April 30, 2008

Ronald Ray Bohannon, P.E.

**Attn: Jason Casuga**

Tierra West, LLC

5571 Midway Park Place NE

Albuquerque, New Mexico 87109

RE: **TACO CABANA – 10210 Central SE (L20 – D 008 A)**  
**Grading and Drainage Plan for Building Permit (+/- 1.1 Ac) PE Stamp: 4/24/08**

Dear Mr. Bohannon:

Based upon the information provided in your submittal received 4/25/08, the above referenced Grading and Drainage Plan is approved for Building Permit, conditioned upon compliance with the NPDES/SWPPP requirements discussed below.

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

SWPPP: This project requires a National Pollutant Discharge Elimination System (NPDES) permit. You are required to send a copy of the P.E. certified Storm Water Pollution Prevention Plan (SWPPP) on a CD to City of Albuquerque, Storm Drainage Division at:

**Department of Municipal Development, Storm Drainage Division**

**P.O. Box 1293, One Civic Plaza, Rm. 301, Albuquerque, NM 87103**

If you have any question concerning the SWPPP, please contact Kathy Verhage 768-3654.

Prior to Certificate of Occupancy approval, an Engineer's Certification of compliance with this plan is required per the DPM.

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

Sincerely,

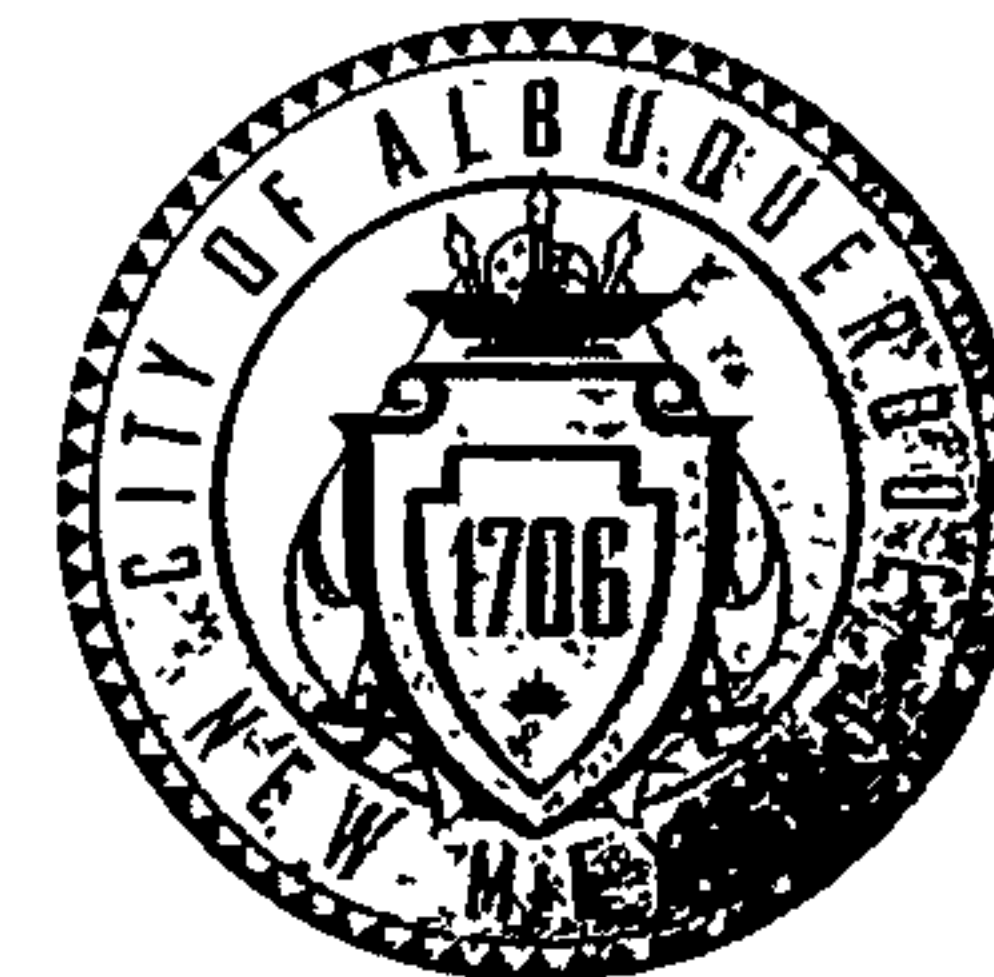
*Greg Olson 4/30/08*

Gregory R. Olson, P.E.

XC: Brad Bingham  
Kathy Verhage, COA/DMD-Storm Drainage  
file L20-D008A

# CITY OF ALBUQUERQUE

PLANNING DEPARTMENT – Development & Building Services



May 23, 2008

Vincent P. Carrica, P.E.

**Attn: Jason Casuga**

Tierra West, LLC

5571 Midway Park Place NE

Albuquerque, New Mexico 87109

RE: **TACO CABANA – 10210 Central SE**

**(L20 – D 008 A)**

**Grading and Drainage Plan for Building Permit (+/- 1.1 Ac) PE Stamp: 5/22/08**

Dear Mr. Carrica:

Based upon the information provided in your submittal received 5/23/08, the above referenced *Revised* Grading and Drainage Plan is approved for Building Permit, conditioned upon compliance with the NPDES/SWPPP requirements discussed below.

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

**SWPPP:** This project requires a National Pollutant Discharge Elimination System (NPDES) permit. You are required to send a copy of the P.E. certified Storm Water Pollution Prevention Plan (SWPPP) on a CD to City of Albuquerque, Storm Drainage Division at:

**Department of Municipal Development, Storm Drainage Division**

**P.O. Box 1293, One Civic Plaza, Rm. 301, Albuquerque, NM 87103**

If you have any question concerning the SWPPP, please contact Kathy Verhage 768-3654.

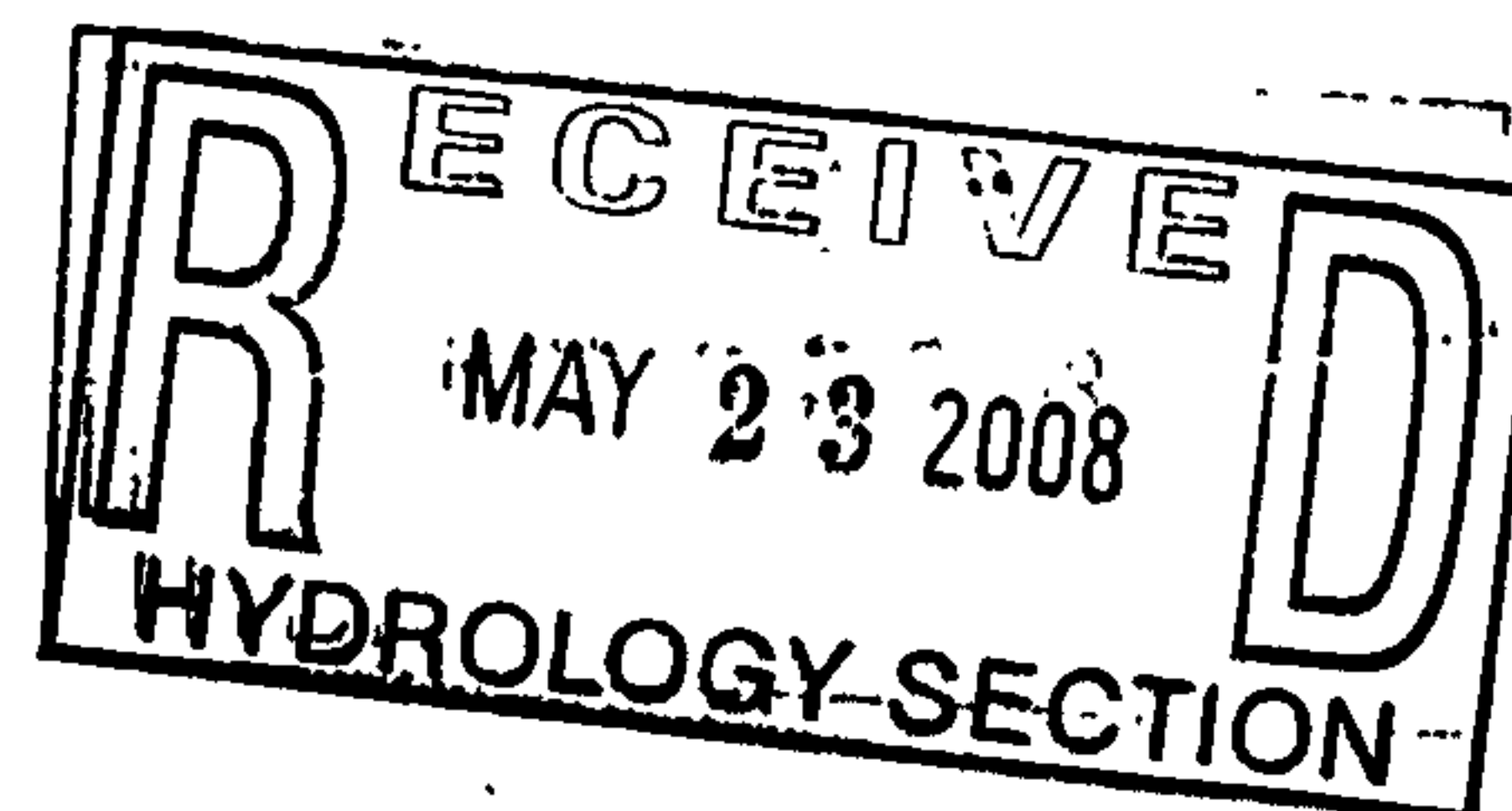
Prior to Certificate of Occupancy approval, an Engineer's Certification of compliance with this plan is required per the DPM.

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

Sincerely,

 5/23/08

Gregory R. Olson, P.E.



XC: Brad Bingham

Kathy Verhage, COA/DMD-Storm Drainage  
file L20-D008 A



# DRAINAGE AND TRANSPORTATION SHEET

(REV 1/28/2003rd)

PROJECT TITLE: Taco Cabana  
DRB #. \_\_\_\_\_ EPC #. \_\_\_\_\_

ZONE MAP/DRG. FILE #: L20/D008A  
WORK ORDER #. \_\_\_\_\_

LEGAL DESCRIPTION Tracts A and B-located on the southeast corner of Central Avenue S.E. and Eubank Boulevard S.E>  
CITY ADDRESS: Central and Eubank N.E.

ENGINEERING FIRM: Tierra West, LLC  
ADDRESS: 5571 Midway Park Place NE  
CITY, STATE: Albuquerque, NM

CONTACT: Jason Casuga, E.I.  
PHONE: (505) 858-3100  
ZIP CODE: 87109

OWNER: Taco Cabana  
ADDRESS: 8918 Tesoro Dr Suite 200  
CITY, STATE: San Antonio, Texas

CONTACT: Mark Craner  
PHONE: 210-804-0900  
ZIP CODE: 78217

ARCHITECT: MDN Architects  
ADDRESS: 9639 McCullough  
CITY, STATE: San Antonio, Texas

CONTACT: Tim McCarty  
PHONE: 210-340-2400  
ZIP CODE: 78216

SURVEYOR: N/A  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_

CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A  
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

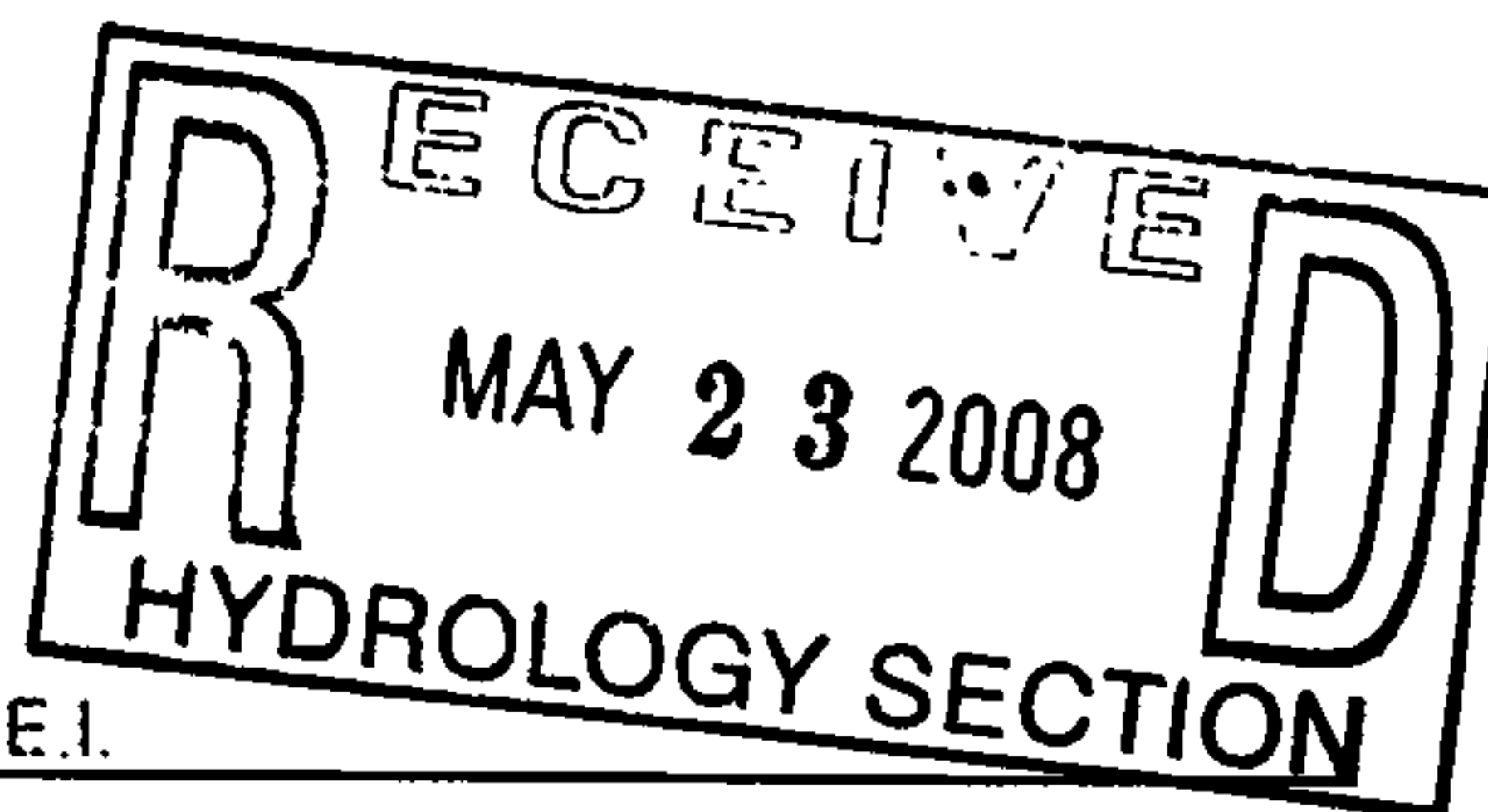
- ☐ SIA / FINANACIAL GUARANTEE RELEASE  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY (PERM.)  
☐ CERTIFICATE OF OCCUPANCY (TEMP.)  
☒ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ WORK ORDER APPROVAL  
☐ SO-19

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES  
☐ NO  
☐ COPY PROVIDED

DATE SUBMITTED 5/23/2008

BY: Jason Casuga, E.I.



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 Plans:** 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.





**Tierra West, LLC.**

(505) 858-3100

5571 Midway Park Place NE, Albuquerque, NM 87109

TO City of Albuquerque

600 2nd Street NW

Albuquerque, NM 87103

## LETTER OF TRANSMITTAL

DATE: 5/23/2008 JOB NO: 27120

ATTENTION: Gregory Olson, P.E.

RE: Taco Cabana

PHONE: (505) 889-3061

WE ARE SENDING YOU

☐

Attached

☐

Under Separate cover via \_\_\_\_\_ the following items:

☐

Shop drawings

☐

Prints

☒

Plans

☐

Samples

☐

Specifications

☐

Copy of letter

☐

Change order

☐

| COPIES | DATED   | NO. | DESCRIPTION               |
|--------|---------|-----|---------------------------|
|        | 5/23/08 |     | Grading and Drainage Plan |
|        |         |     |                           |
|        |         |     |                           |
|        |         |     |                           |
|        |         |     |                           |
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|        |         |     |                           |
|        |         |     |                           |

THESE ARE TRANSMITTED as checked below:

☐

For approval

☐

Approved as submitted

☐

FOR SIGNATURE(S)

☒

For your use

☐

Approved as noted

☐☒

As requested

☐

Returned for corrections

☐

For review and comments

☐☐

FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_

☐

PRINTS RETURNED AFTER LOAN TO US

REMARKS

COPY TO

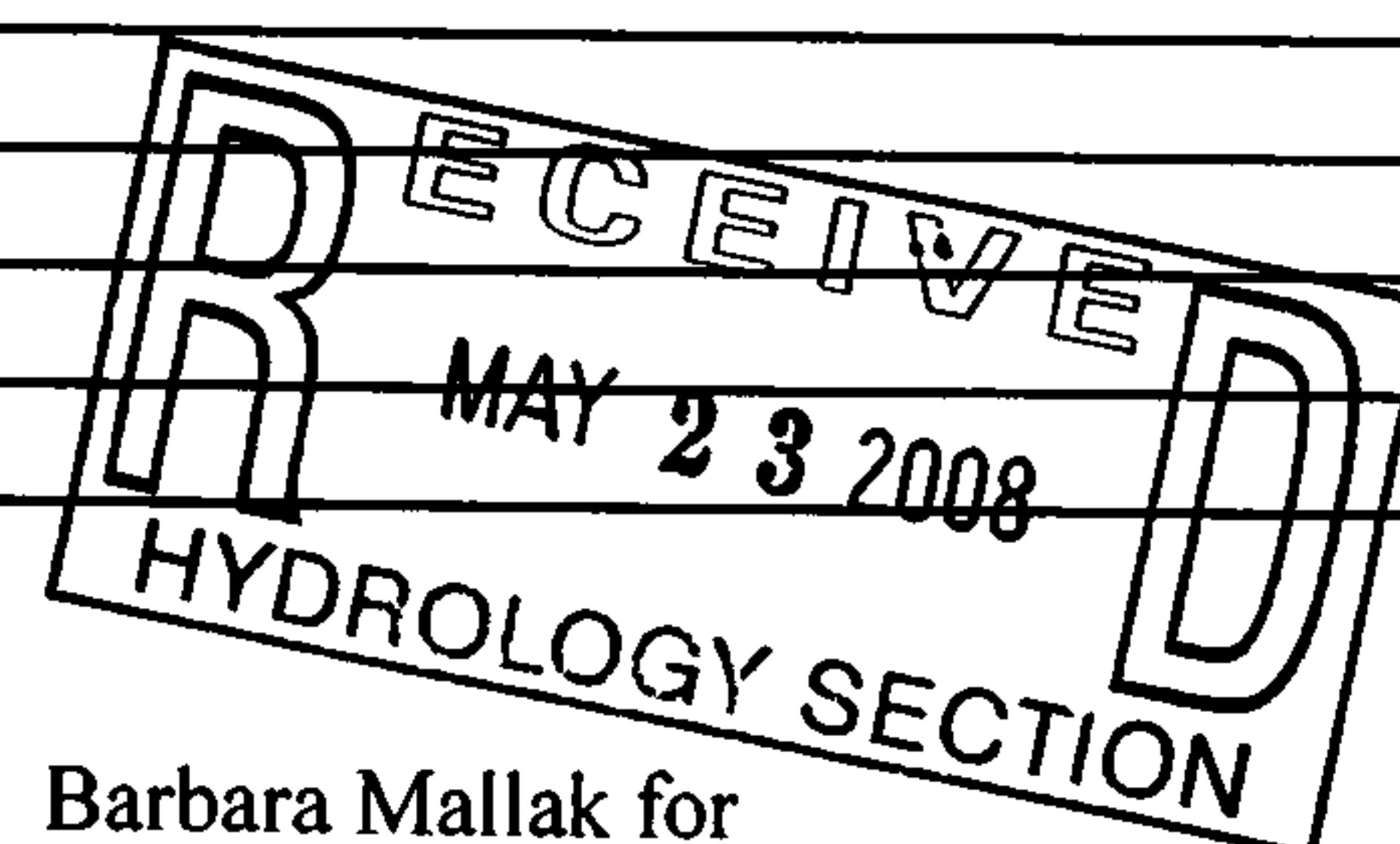
RECEIVED BY

Date

SIGNED

Barbara Mallak for

Jason M. Casuga, E.I.



# CITY OF ALBUQUERQUE



March 20, 2009

Ronald Ray Bohannon, P.E.  
Tierra West, LLC.  
5571 Midway Park Place N.E.  
Albuquerque, NM 87109

Re: Taco Cabana, 10210 Central Avenue, Traffic Circulation Layout  
Engineer's Stamp dated 03-20-09 (L-20/D008A)

Dear Mr. Bohannon,

The TCL 3<sup>rd</sup> re-submittal received 3-20-09 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.**

PO Box 1293

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.

Albuquerque

NM 87103

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.

www.cabq.gov

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,

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

C: File

# DRAINAGE AND TRANSPORTATION INFORMATION SHEET

(REV 12/2005)

PROJECT TITLE: Taco Cabana, Eubank ZONE MAP: L 20  
 DRB#: D008A EPC#: \_\_\_\_\_ WORK ORDER#: \_\_\_\_\_

LEGAL DESCRIPTION: Tracts A & B - Located on SW corner of Central & Eubank Blvd  
 CITY ADDRESS: 10210 Central Avenue SE

ENGINEERING FIRM: Tierra West LLC CONTACT: Jason Casage  
 ADDRESS: 5571 Midway Park Place NE PHONE: 505-858-3100  
 CITY, STATE: Albuquerque, New Mexico ZIP CODE: 87109

OWNER: Taco Cabana CONTACT: Mateo Lamar  
 ADDRESS: 8918 Tesoro Dr. Suite 200 PHONE: 210-804-0990  
 CITY, STATE: San Antonio, Texas ZIP CODE: 78217

ARCHITECT: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SURVEYOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## TYPE OF SUBMITTAL:

- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1<sup>st</sup> SUBMITTAL
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERT (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT
- ☐ ENGINEER'S CERT (TCL)
- ☐ ENGINEER'S CERT (DRB SITE PLAN)
- ☐ 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:

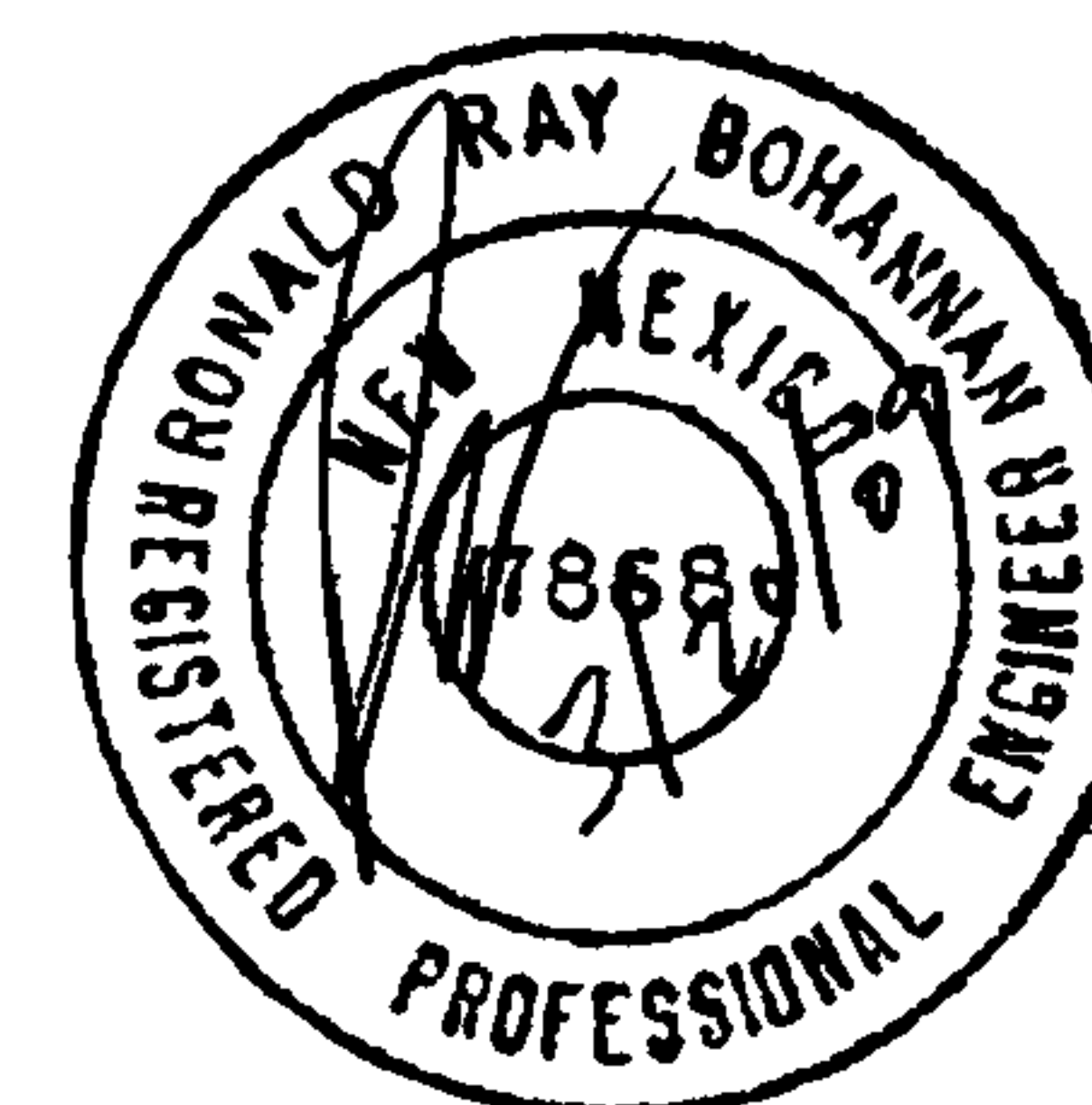
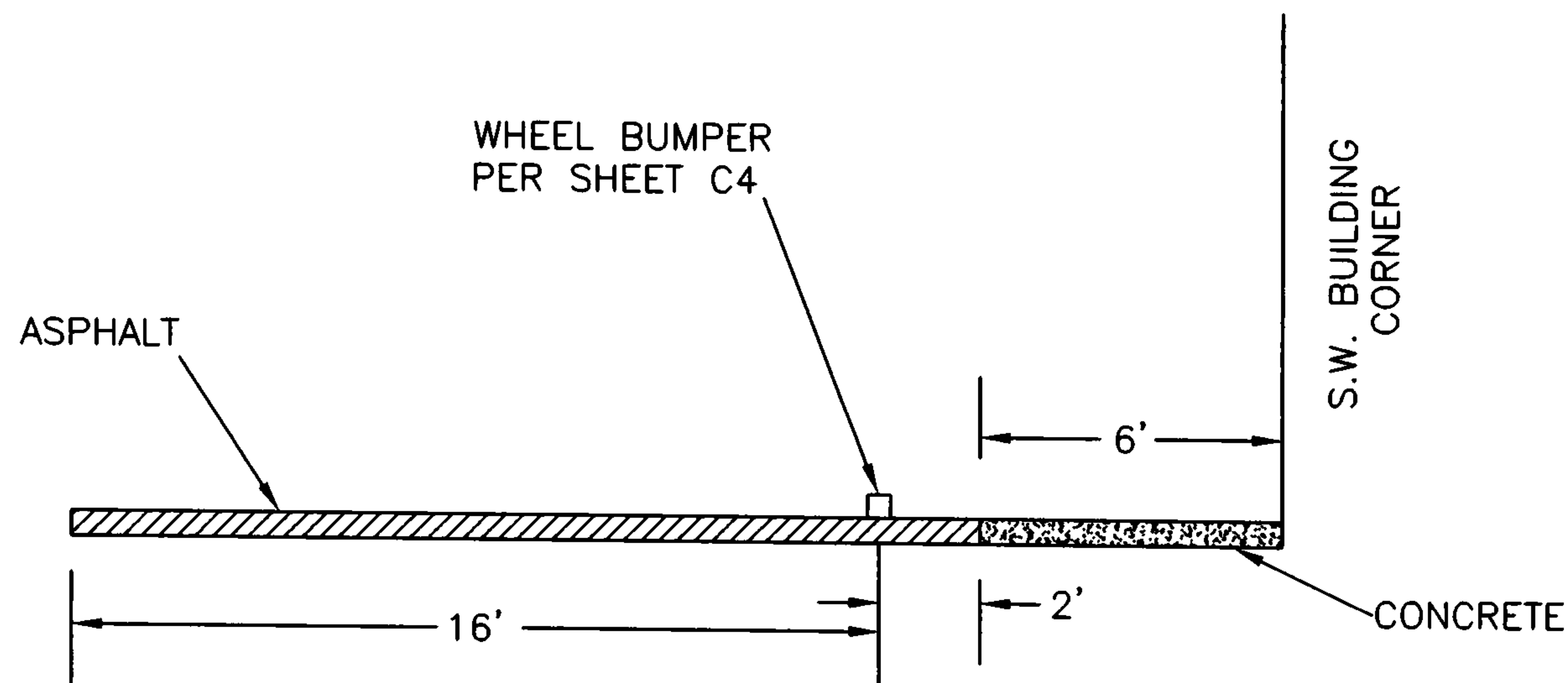
- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED

DATE SUBMITTED: 3-20-2009 BY: Jason M. Casage

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 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 subdivision containing more than ten (10) lots or constituting five (5) acres or more.

RECEIVED  
MAR 20 2009  
HYDROLOGY  
SECTION



**TRAFFIC CIRCULATION LAYOUT  
APPROVED**

*[Signature]*  
Signed

03/29/09  
Date

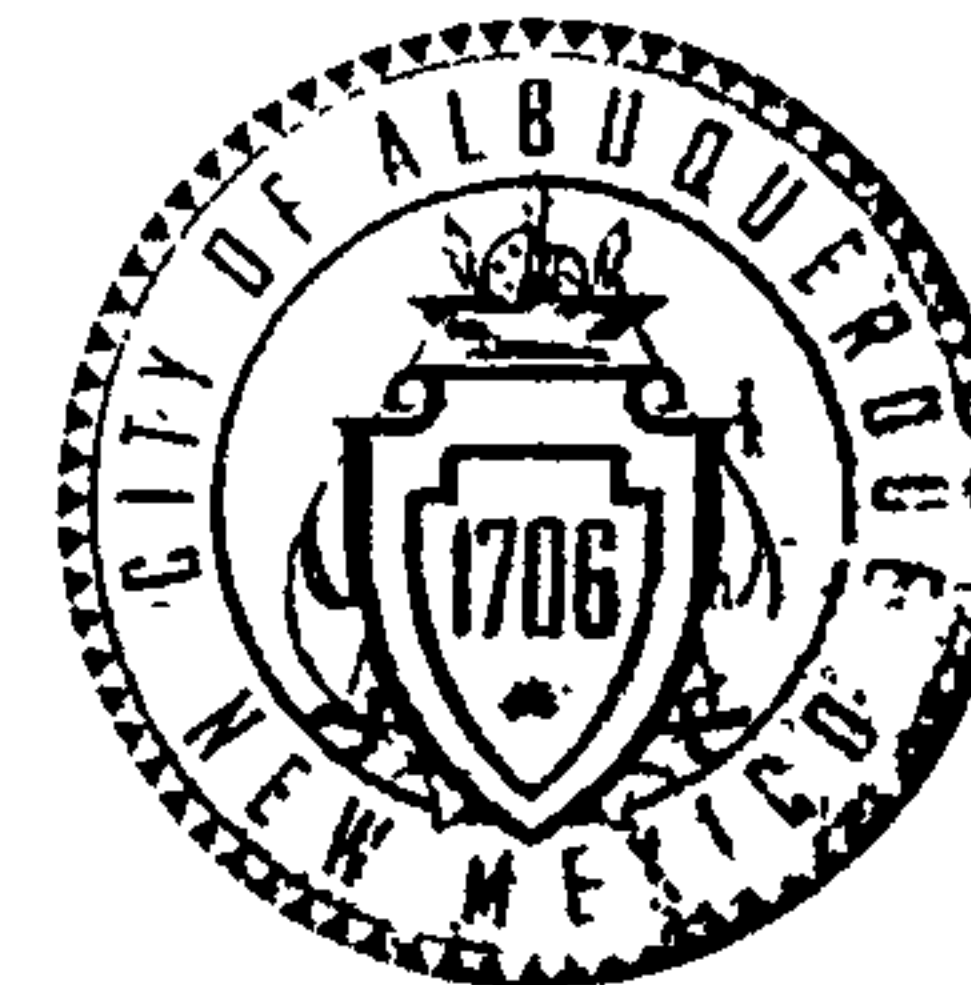
**TACO CABANA  
EUBANK AND CENTRAL**

**TIERRA WEST, LLC**  
5571 MIDWAY PARK PLACE NE  
ALBUQUERQUE, NM 87109  
(505)858-3100

NOTE: DRAWING NOT TO SCALE



# CITY OF ALBUQUERQUE



August 28, 2008

Ronald Ray Bohannon, P.E.  
Tierra West, LLC.  
5571 Midway Park Place N.E.  
Albuquerque, NM 87109

Re: Taco Cabana, 10210 Central Avenue, Traffic Circulation Layout  
Engineer's Stamp dated 8-28-08 (L-20/D008A)

Dear Mr. Bohannon,

The TCL submittal received 8-26-08 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.**

PO Box 1293

Albuquerque

NM 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 SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Taco Cabana ZONE MAP/DRG. FILE #: L20-D008A  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_ WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION: Tracts A and B-located on the southeast corner of Central Avenue S.E. and Bubank Boulevard S.E.  
CITY ADDRESS: 10210 Central Avenue SE

ENGINEERING FIRM: Tierra West, LLC CONTACT: Jason Casuga, E.I.  
ADDRESS: 5571 Midway Park Place NE PHONE: (505) 858-3100  
CITY, STATE: Albuquerque, NM ZIP CODE: 87109

OWNER: Taco Cabana CONTACT: Mark Cramer  
ADDRESS: 8918 Tesoro Dr. Suite 200 PHONE: 210-804-0990  
CITY, STATE: San Antonio, Texas ZIP CODE: 78217

ARCHITECT: George Rainhart Architects CONTACT: Stephen Dunbar  
ADDRESS: 2325 San Pedro NE, Suite 2-B PHONE: (505) 884-9110 Ext 106  
CITY, STATE: Albuquerque, NM ZIP CODE: 87110

SURVEYOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

## CHECK TYPE OF SUBMITTAL:

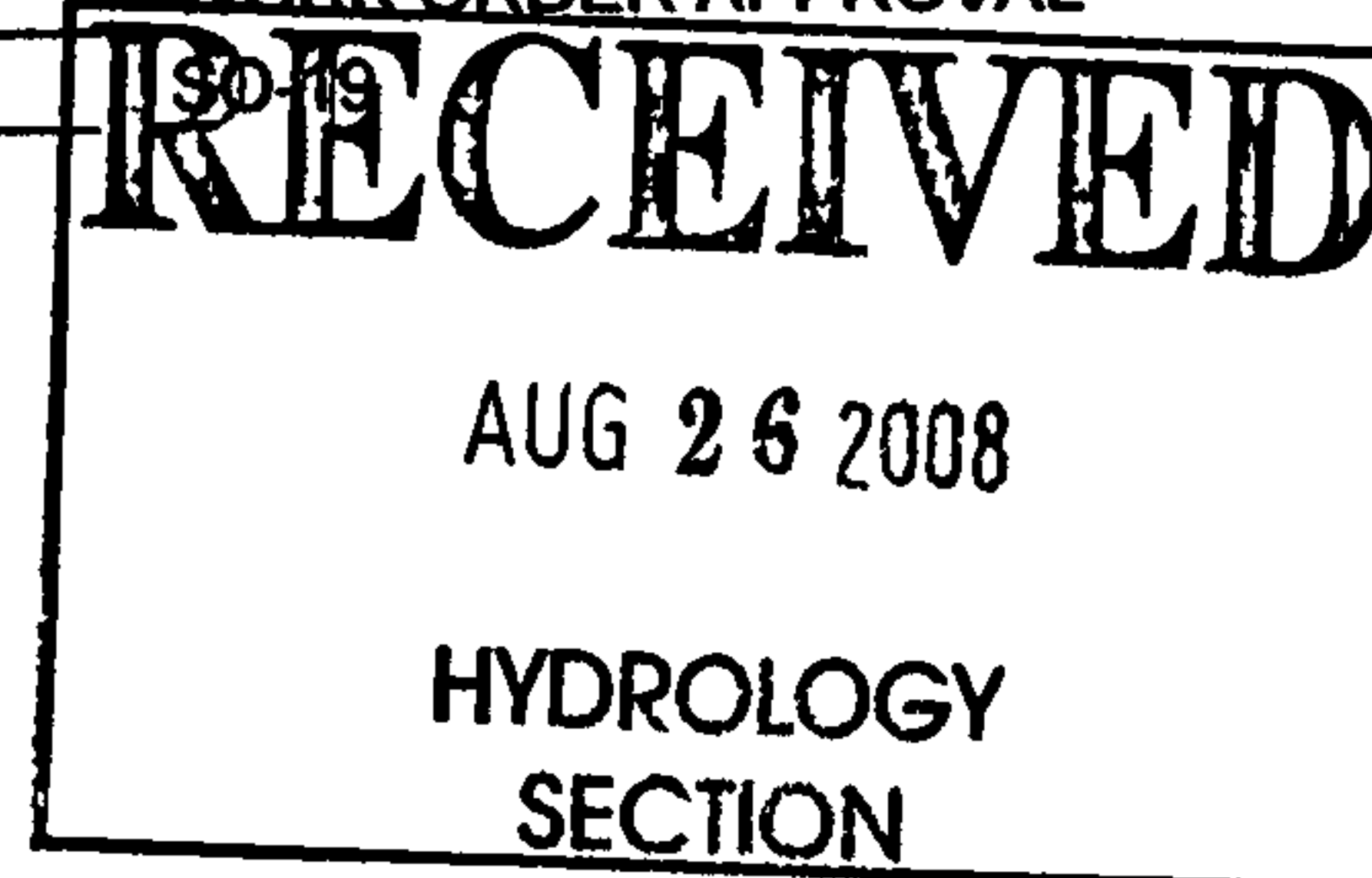
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE PLAN 1st SUBMITTAL, *REQUIRES TCL or equal*
- ☐ DRAINAGE PLAN RESUBMITTAL
- ☐ CONCEPTUAL GRADING & DRAINAGE PLAN
- ☐ GRADING PLAN
- ☐ EROSION CONTROL PLAN
- ☐ ENGINEER'S CERTIFICATION (HYDROLOGY)
- ☐ CLOMR/LOMR
- ☒ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ ENGINEERS CERTIFICATION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

## CHECK TYPE OF APPROVAL SOUGHT:

- ☐ SIA / FINANACIAL 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

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES
- ☐ NO
- ☐ COPY PROVIDED



DATE SUBMITTED: 8/26/2008 BY: Jason Casuga

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:

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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.

- ~~5'~~ KEYWAY @ 50th most parking lot.

- ~~Dimension~~ RADII VALUES ~~(ACT)~~ @ drive-thru / Lane.

- ~~truncated~~ domes on eastside of entrance of b  
Central.

**Central Park Place, Ltd. Co.  
4407 Lomas Blvd. NE  
Albuquerque, NM 87110  
(505) 831-6855 office  
(505) 831-6899 fax**

**May 22, 2008**

**Ms. Kristal Metro  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103**

**Subject: Traffic Control Layout for Taco Cabana 10210 Central Ave SE**

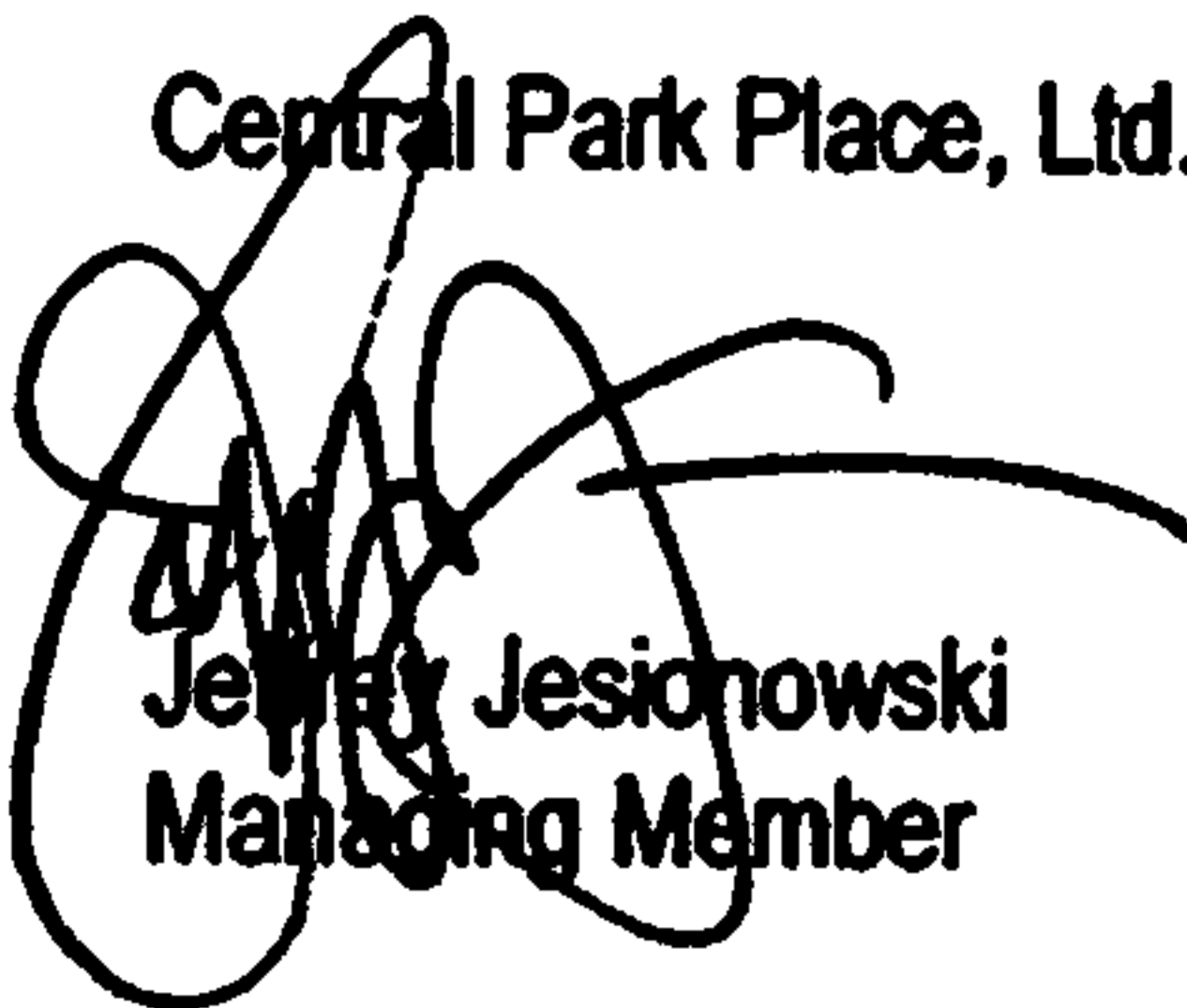
**Dear Ms. Metro:**

**Please be advised that Central Park Place Ltd. Co. is the owner of both Lot 5-A-1 and 5-A-2 Central Park Place. Taco Cabana has submitted to the City of Albuquerque a building permit for Lot 5-A-2 which includes traffic control improvements on Lot 5-A-1. Central Park Place, Ltd. Co. is committed to installing the outlined traffic control improvements on Lot 5-A-1 with the construction of the Taco Cabana improvements on Lot 5-A-2.**

**You may reach me at the above contact information if you have any further questions or have any further questions.**

**Sincerely,**

**Central Park Place, Ltd. Co.**



**Jeffrey Jesionowski  
Managing Member**



RETURN RECORDED DOCUMENT TO:

Walgreen Co.  
104 Wilmot Road, MS #1420  
Deerfield, Illinois 60015  
Attn: Michael Redstone

*This Instrument Prepared by:*  
*Michael G. Redstone (Store No. 9773)*  
*104 Wilmot Road*  
*Deerfield, Illinois 60015*

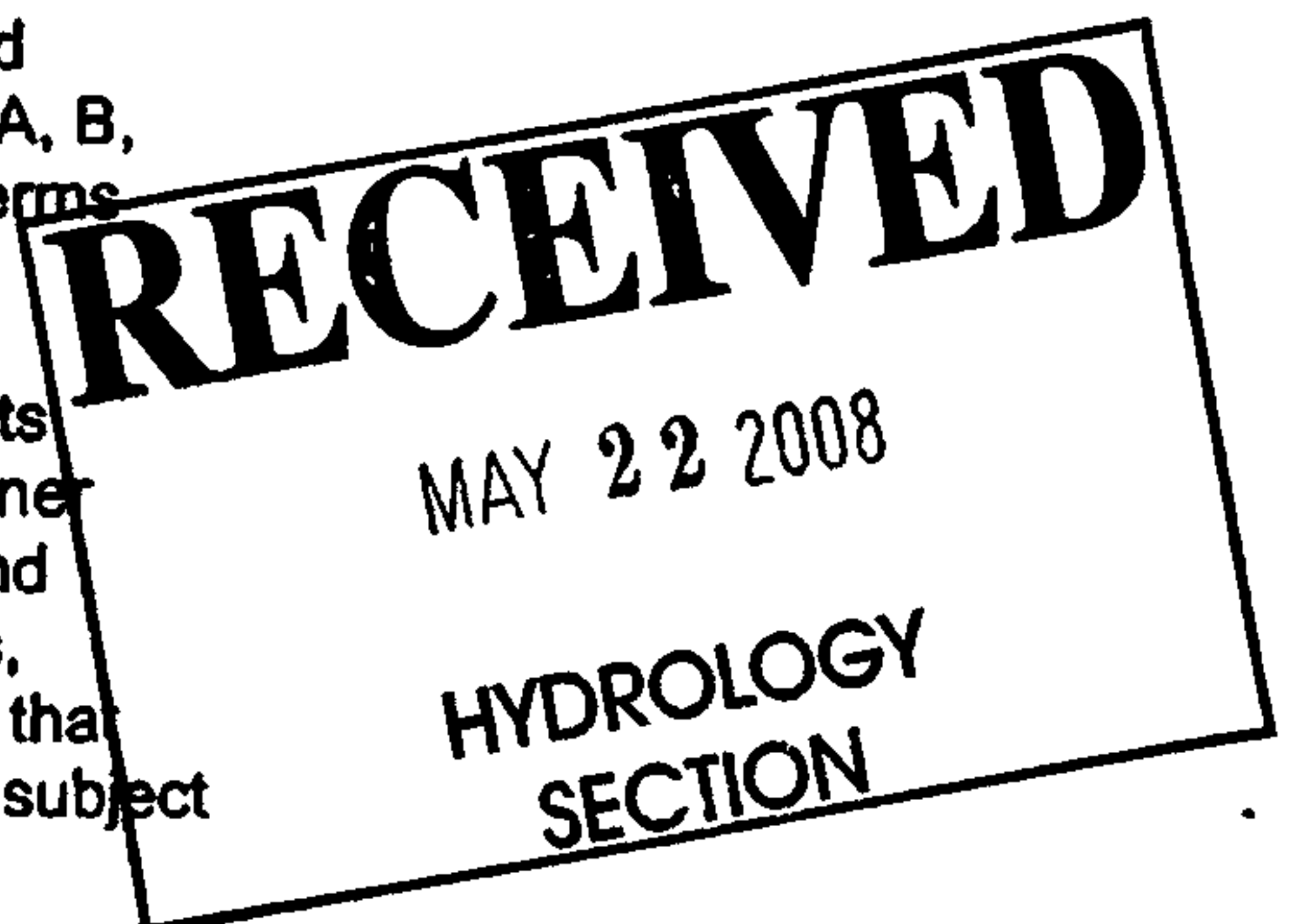
RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 10th day of June, 2005, by and between Vista Oriente, LTD. CO., a New Mexico limited liability company (the "Parcel A Owner"), and Vista Oriente, LTD.CO., a New Mexico limited liability company (the "Parcel B Owner"), and Jim Gifford, a married man, dealing in his sole and separate property (the "Parcel C Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel C Owner is the owner of that certain real property situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C").
- D. The Parcel B Owner intends to develop Parcel B for use by Walgreen (hereinafter defined).
- E. The Parcel A Owner and the Parcel C Owner intend to simultaneously or thereafter develop or allow or cause the development of Parcels A and C as a retail/commercial site.
- F. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcels A, B, and C and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner, the Parcel B Owner, and the Parcel C Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:



## AGREEMENTS

### 1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and the Parcel C Owner (as to Parcel C), and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property (including each individually identified lot) now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, Parcel B, and Parcel C, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A, Parcel B, and Parcel C that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., a(n) Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.
- (f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from Owner of Parcel B as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.
- (g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.
- (h) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

### 2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners of Parcels A, B, and C hereby declare that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

- (a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and





the Common Area of Parcels A and C including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

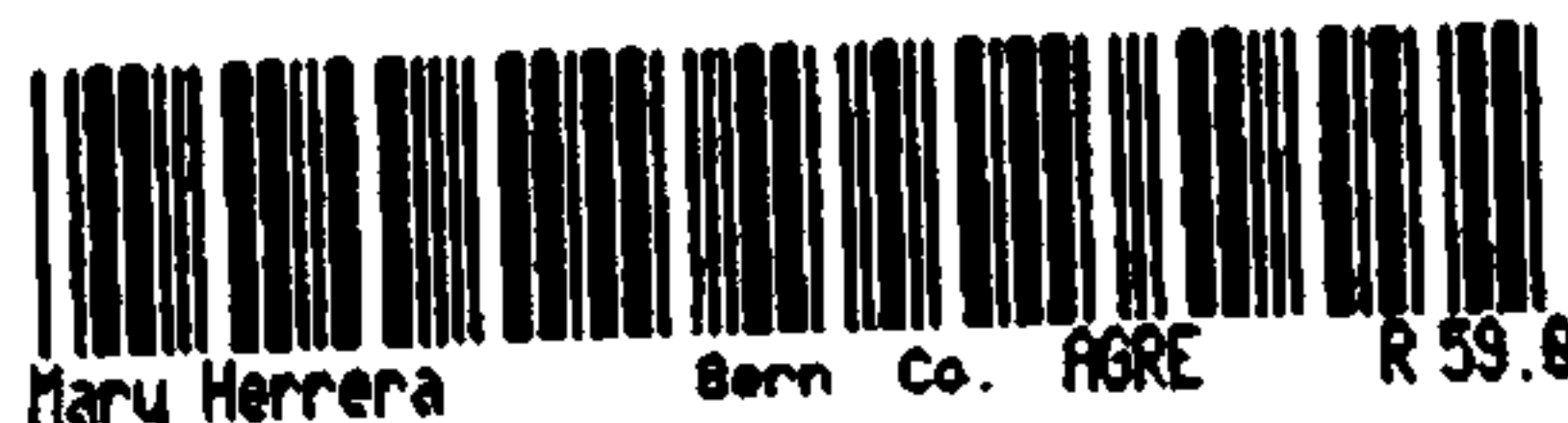
(b) **RECIPROCAL PARKING EASEMENT.** An easement for the benefit of all Owners and Permittees for the parking of vehicles in the parking areas designated as part of the Common Areas of the Parcels, including those spaces labeled "Non-Exclusive Parking Spaces" on Parcel B and designated employee parking as determined by the Owners of Parcels A, B, and C, as such parking areas are indicated on the Site Plan (the "Parking Easement"). The Parking Easement, however, shall not apply to (1) such designated or short-term parking spaces, as required by restaurant or retail uses, and (2) any of the parking spaces on Parcel B, except the Parcel B Non-Exclusive Parking Spaces (it being the intent of the Owners of Parcels A, B, and C that all of the parking spaces on Parcel B, except for the Parcel B Non-Exclusive Parking Spaces, shall be for the exclusive use of Walgreens during the continuance of the Walgreen Lease and thereafter by the owner of Parcel B, and its Permittees). The Parking Easement may be modified or removed from time to time by the Owner of the Parcel upon which the parking areas are located, provided that the parking areas of Parcel A shall not be modified or removed without the consent of Walgreen during the continuance of the Walgreen Lease or if Walgreen shall become an Owner of Parcel B and provided that the Parcel B Non-Exclusive Parking Spaces shall not be modified or removed without the consent of the Owner of Parcel A. The Parking Easement is for customer parking in connection only with the businesses operated from time to time at the Parcels. In no event shall the Parking Easement be used for delivery or truck parking, undesignated employee parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Parking Easement.

(c) **WATER RETENTION OR DRAINAGE EASEMENTS.** An easement upon, under, over, above and across the Common Areas of the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas indicated on the Site Plan. The storm water detention areas, if any, indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities required for Parcel B shall initially be constructed by the Owner of Parcel B in accordance with the Site Plan and pursuant to Plans approved by Walgreen under the Walgreen Lease, as a part of the initial development of the Walgreens improvements on Parcel B under the Walgreen Lease. Once constructed by the Parcel B Owner, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); and, (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

(d) **UTILITY EASEMENTS.** An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times, be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein, except in cases of emergency, in which event the parties will use commercially reasonable efforts to not materially interfere with the normal operation of a Parcel and the businesses conducted therein in light of the nature of the emergency, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s) (and, as to Parcel B during the continuance of the Walgreen Lease, Walgreen), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner (and, as to any entry upon Parcel B during the continuance of the Walgreen Lease, Walgreen) as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels or power lines, which shall be placed in such location as approved by the Owner of the affected Parcel and Walgreen (as to Parcel B). Once the initial construction of the Parcels shall have been completed by the Owners of such Parcels, thereafter no additional utility easements affecting any of the Parcels shall be installed without the consent of the Owner of the affected Parcel(s) or without Walgreen's consent (during the continuance of the Walgreen Lease) should Parcel B be affected by the additional utility easement being sought.

**SIGN EASEMENTS.** An easement upon Parcel B in the area shown along Eubank Avenue on the Site Plan, and legally described on the attached Exhibit "A-1," for the construction, reconstruction, replacement, operation, maintenance and repair of a multi-tenant monument sign structure of the size and shape as is acceptable to Walgreen and the Owner of Parcel A (and after the expiration or termination of the Walgreen Lease, as is acceptable to the Owners of Parcels A and B) (such sign herein referred to as the "Multi-tenant Sign"). The easement granted herein shall be over, under, upon and across that portion of Parcel B as identified on the Site Plan and the area legally described on the attached Exhibit "A-1," and shall further include the right of reasonable access over, under, upon and across Parcel B to install, replace, maintain, repair and operate the Multi-tenant Sign and a utility line, pursuant to the terms and conditions set forth in paragraph (d) above, in order to provide the Multi-tenant Sign and all panels thereon with power to illuminate the same.

Once the Multi-tenant Sign is constructed, if there are three or more tenant panels on the Multi-tenant Sign, the Parcel A Owner shall thereafter maintain, operate, illuminate and repair the Multi-Tenant Sign and utility line, subject to reimbursement on a prorata basis of the reasonable costs by Walgreens (during the continuance of the Walgreen Lease and thereafter by the owner of Parcel B and its Permittees), and the Parcel C Owner and its respective Permittees. If, however, there are two or fewer tenant panels on the Multi-tenant Sign, then after the Multi-tenant Sign is constructed, Walgreens (during the continuance of the Walgreen Lease and thereafter by the owner of Parcel B, and its Permittees) shall maintain, operate, illuminate and repair such Multi-tenant Sign and utility line, subject to reimbursement





on a prorata basis of the reasonable costs by the Owners of Parcels A and C or their respective Permittees.

The Multi-tenant Sign shall be for the use of the occupants of Parcels A, B, and C. No signs, structures, landscaping or improvements shall be placed or maintained on Parcel A or Parcel B that shall obstruct or materially impair the visibility of the Multi-tenant Sign from adjacent streets and roads (as determined by Owners of Parcels A and B).

Nothing contained in this Section 2.1(e) shall be deemed to create any easement rights with regard to the sign shown on the Site Plan as the "Walgreens Exclusive Pylon Sign", which sign shall be for the exclusive use of Walgreen during the term of the Walgreen Lease, and thereafter for the exclusive use of the Owner of Parcel B.

**2.2 Indemnification.** Each Owner having rights with respect to an easement granted hereunder ("Indemnitor") shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) ("Indemnitee") harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Indemnitor, its contractors, employees, agents, or others acting on behalf of such Indemnitor.

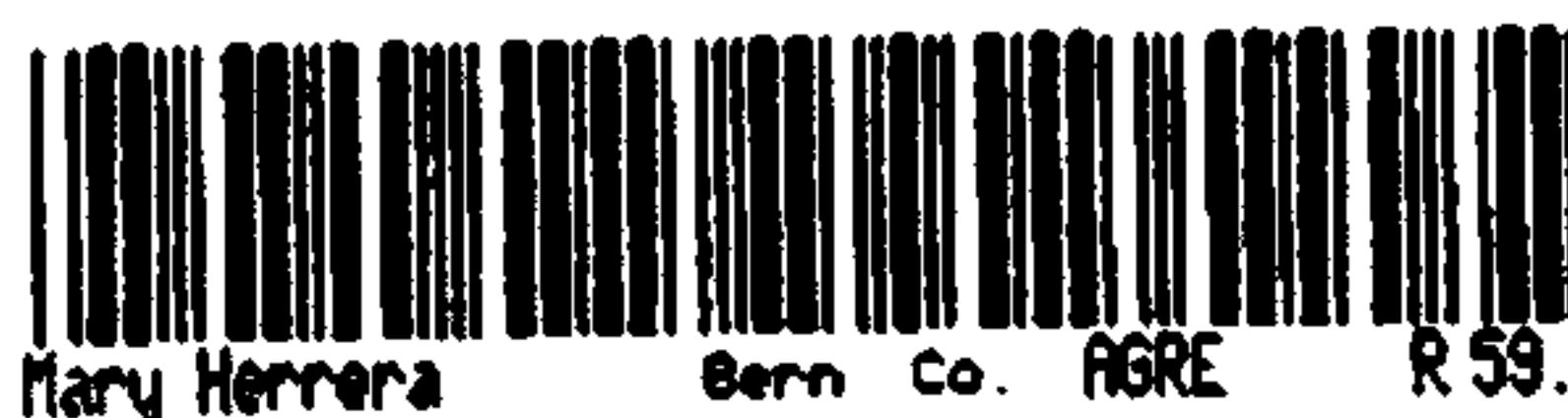
**2.3** Intentionally Deleted.

**2.4 Reasonable Use of Easements.**

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed pursuant to the easements granted in paragraph 2.1(c) hereof, and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1(d) hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 2.4 are complied with. No such relocation affecting Parcel B or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of Walgreen (during the continuance of the Walgreen Lease).

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right



pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreen Lease, Walgreen), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, after the completed construction of Parcels A, B, and C, the Owner of Parcels A and C and their Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Walgreen, during the continuance of the Walgreen Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereon. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. All buildings on Parcels A, B, and C shall be one story in height, and shall not exceed the maximum building height of twenty-six (26) feet from grade level on Parcels A, B, and C, except that such buildings may have architectural features of up to thirty-six (36) feet from grade level on Parcels A, B, and C. All other buildings constructed on Parcels A and C shall be set back at least as far from Central Avenue as the building on Parcel B is set back, as shown on the Site Plan. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all





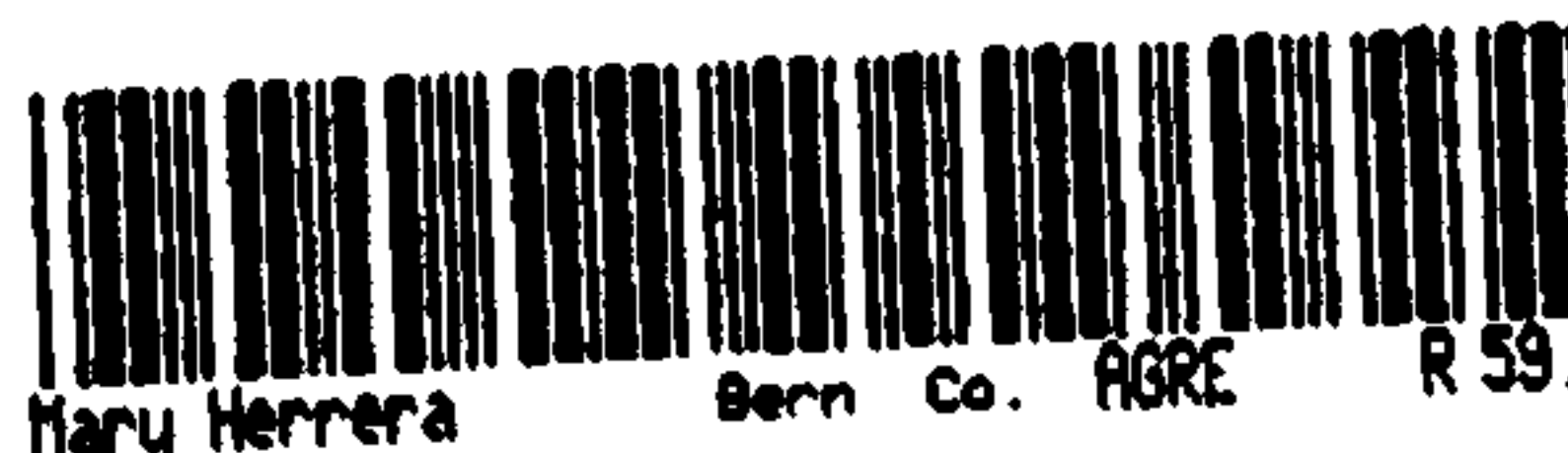
sidewalks and the surface of the parking and roadway areas (notwithstanding the foregoing, the Owner or occupant of Parcel A (Lot 2 of Central Park Place) shall be responsible, at its sole expense, for the maintenance of the entire driveway entrance(s) on Cochiti Road and the Owner or occupant of Parcel A (Lot 4 of Central Park Place) shall be solely responsible, for the maintenance of the entire driveway entrance(s) on Central Avenue as designated on the attached Site Plan (subject to reimbursement from the Owner or occupant of Parcel A (Lot 3 of Central Park Place) of one-half of all costs incurred in such maintenance), and the Owner or occupant of Parcel B (Lot 1 of Central Park Place) shall be responsible, at its sole expense, for the maintenance of the entire driveway entrance(s) on Eubank Boulevard as designated on the Site Plan, and the Owner or occupant of Parcel C shall be responsible, at its sole expense, for the maintenance of the entire driveway entrance(s) on Conchas Street as designated on the Site Plan, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (iii) the Driveway shown on the Site Plan and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Intentionally deleted.

3.5 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel A, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease).

Any contractor or sub-contractor hired by any of the Owners or their tenants or Walgreens (during the continuance of the Walgreen Lease) to perform work on any of the Parcels shall be licensed in the State of New Mexico, insured, and shall perform its work in a diligent, professional, good and workmanlike manner. All such work shall be performed in accordance with all applicable legal



requirements and good engineering standards, all other requirements of this Agreement.

**Mechanic's Liens.** If because of any act or omission (or alleged act or omission) of a party or any tenant or occupant of such party's Parcel or their respective employees, agents, contractors, or subcontractors ("Non-Paying Party"), any mechanic's liens or other lien, charge or order for the payment of money, or other encumbrance shall be filed against the Parcel of another party ("Affected Parcel"), then the Non-Paying Party shall, at its own cost and expense, cause the same to be discharged of record or insured over to the reasonable satisfaction of the party of the Affected Parcel within thirty (30) days after written notice thereof by the party of the Affected Parcel, unless the Non-Paying Party has obtained bonds securing the Non-Paying Party's obligation to satisfy such liens from a bonding company reasonably satisfactory to the party of the Affected Parcel. In any event, the Non-Paying Party shall defend, protect, indemnify and hold harmless the party of the Affected Parcel from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses and liabilities (including reasonable attorneys' fees and costs of suit) arising from or as a result of such mechanic's lien or other lien, charge or order for the payment of money or other encumbrance as provided above. If the Non-Paying Party fails to comply with the foregoing provisions, then the party of the Affected Parcel shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and the Non-Paying Party agrees to reimburse the party of the Affected Parcel for all costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) and other sums of money expended in connection therewith, together with interest on the amounts expended from the date of the expenditure until the date of payment at an annual rate of interest ("Interest Rate") equal to the prime rate charged from time to time by Bank One (its successors or assigns), plus two percent (2%) (but in no event to exceed the maximum interest rate permitted under applicable law).

5. **Restrictions.**

5.1 **General.** Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels A, B, or C shall be used, directly or indirectly, for purposes of a cocktail lounge, bar (unless incidental to a restaurant), any other establishment that sells alcoholic beverages for off-premises consumption, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, a theater of any kind, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store selling used merchandise, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa (except spa type services, such as manicures, pedicures, and facials provided by a nail or beauty salon), blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or outside storage of automobiles (except that the leasing or sale of high-end or classic cars will be permitted so long as any such vehicles are stored inside of a building), boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling on Parcels A, B or C of hazardous materials or underground storage





tanks, any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs, any office use (except service retail such as Household Finance, H&R Block, or State Farm Insurance and except as incidental to a retail use), or any use which creates a nuisance.

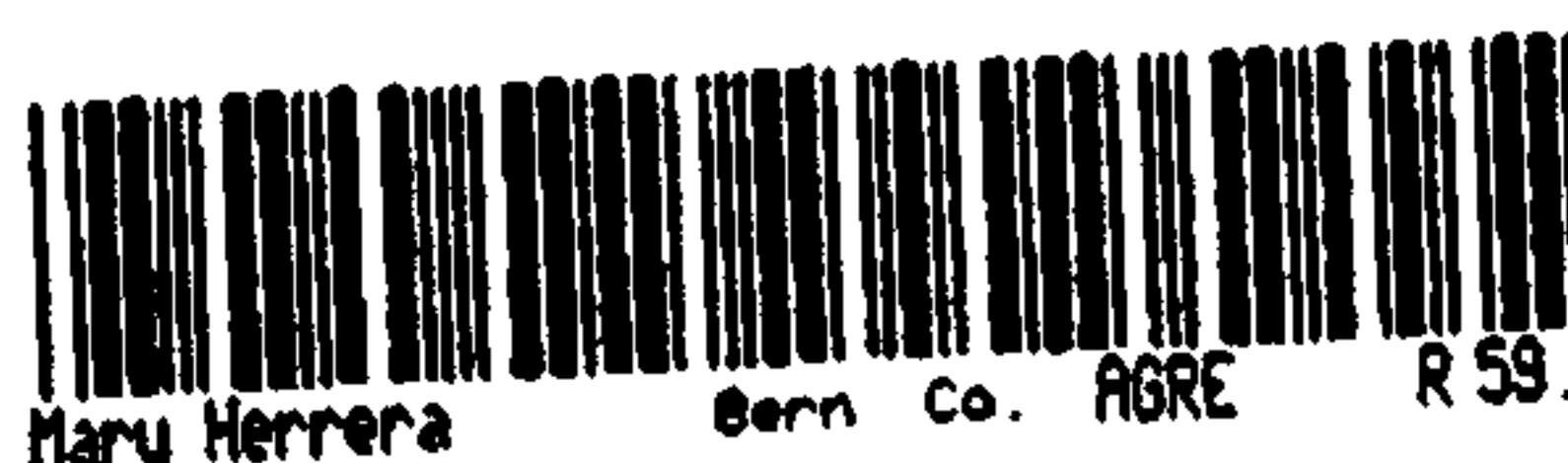
**5.2 Additional Parcel A and Parcel C Restrictions.** Throughout the term of this Agreement, and for so long as the following Walgreens exclusive uses are in effect pursuant to the Walgreens Lease, or for so long as Walgreens is an owner of Parcel B, it is expressly agreed that neither all nor any portion of Parcels A or C shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries (except the sale of such products incidental to a beauty salon in an area not to exceed one hundred (100) square feet); (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) and/or photographic film are offered for sale provided that this clause (v) shall not prohibit the sale of photocopy services at a mail store such as UPS or Fed Ex Kinkos; (vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vii) the operation of a business in which food items for off premises consumption are offered for sale (except that this restriction shall not apply to a carryout or drive-thru restaurant, delicatessen, butcher, fruit or vegetable store).

**5.3 Drive-Throughs.** No facility on Parcels A or B or C for vehicular drive-up or drive-through, in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended, (as, for example, at a restaurant, car wash or bank), shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto the other Parcel and/or the Driveway, or otherwise materially interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcels A or B and/or the Driveway. The Parcel A Owner and the Parcel C Owner hereby expressly approve the construction of the drive-through serving the building for Walgreens to be initially constructed on Parcel B, as shown on the Site Plan, and Walgreens hereby expressly approves the construction of the drive-throughs serving the buildings to be initially constructed, as shown on the Site Plan.

**5.4 Exclusive Rights.** The Parcel A Owner and the Parcel C Owner reserve the power to grant Exclusive Rights, as defined below, from time to time that are binding on all existing or future Occupants of Parcels A, B and C provided that (1) any such Exclusive Rights shall not apply to Parcel B during the Term of the Walgreens Lease or during such time as Walgreens owns the land described in Exhibit B, and (2) are not in violation of the Agreement.

For purposes of this Section, the term "Exclusive Right" shall mean an agreement by Declarant to prohibit all Occupants, other than the Occupant to which the Exclusive Right is granted, from selling or providing specified products or services on Parcels A, B and C. Actual notice of any Exclusive Right may be given by Declarant or by the grantee of the Exclusive Right.

6. **Insurance.** Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising



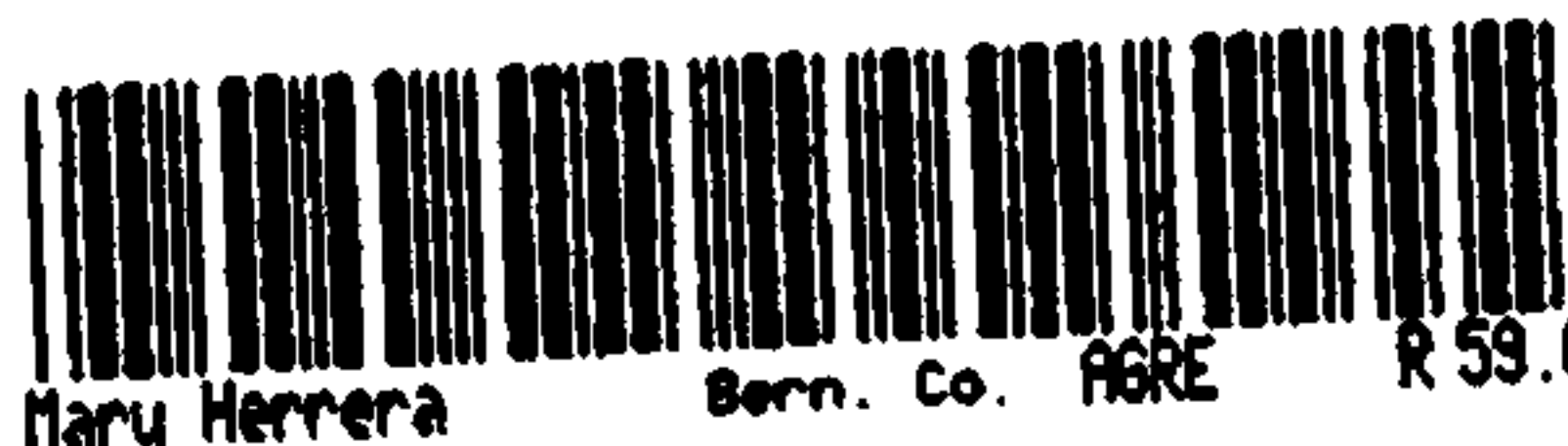
under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. Intentionally deleted.
9. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcels A, B, or C. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel A so as to enable the construction of the Driveway and other improvements required for the initial development for Walgreens by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted except as set forth herein .
10. Remedies and Enforcement.

10.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

10.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner or Permittee to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner, Permittee, or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner or Permittee commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner or Permittee shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights, an Owner, Permittee, or Walgreen may immediately cure the same and be reimbursed by the other Owner or Permittee upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

10.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in





paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Bernalillo County, New Mexico; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Bernalillo County, New Mexico prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

**10.4 Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

**10.5 No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

**10.6 Irreparable Harm.** In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

**11. Rights of Ground Lessees and Institutional Mortgagees.** Non-defaulting Owners or occupants shall endeavor to send a copy of any notice of default sent by a Non-Defaulting Owner concurrently to the Defaulting Owner's Institutional Mortgagee and Ground Lessee, provided the Non-Defaulting Owner has been furnished in writing with the names and addresses thereof. Each Owner agrees that any Ground Lessee or Institutional Mortgagee of a Defaulting Owner shall have the same rights as the Defaulting Owner (but no obligation) to cure or cause to be cured any default by the Defaulting Owner.

**12. Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Bernalillo County Recorder and shall be perpetual, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcels A, B and C in accordance with paragraph 11.2 hereof.

**13. Miscellaneous.**

**13.1 Attorneys' Fees.** In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to





recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

**13.2 Amendment.**

(a) The Owners of the Parcels agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Bernalillo County, New Mexico.

(b) Notwithstanding subparagraph 13.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

(c) Also notwithstanding subparagraph 13.2.(a) above to the contrary, a modification or amendment of this Agreement, which does not burden all of the Parcels, shall not require the consent of all record Owners, but only the consent of the record owners of those Parcels that are affected by the modification or amendment.

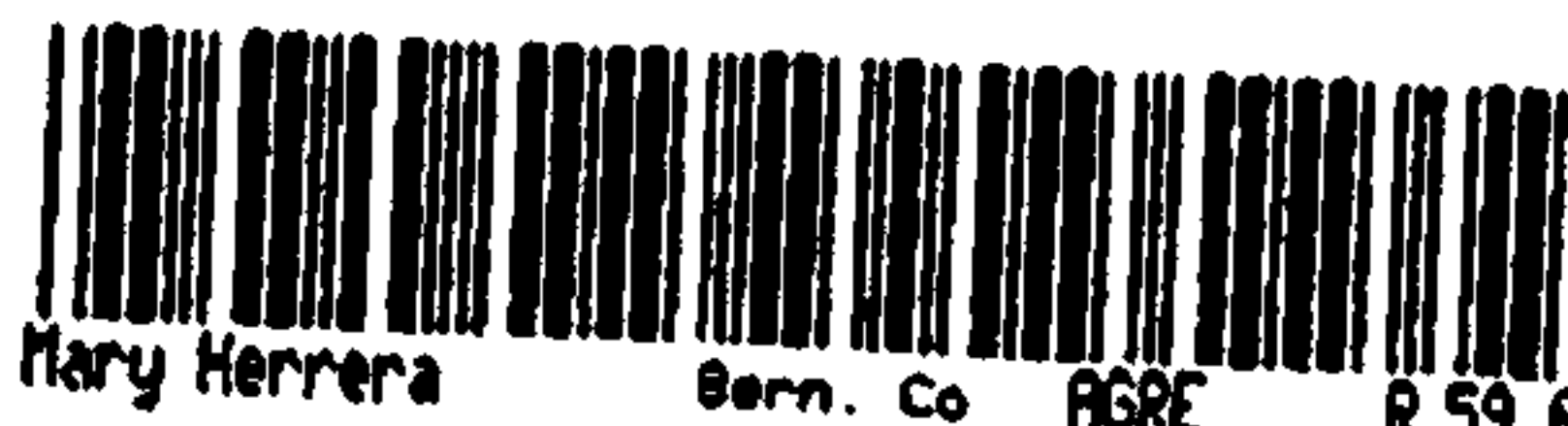
**13.3 Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen.

**13.4 No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

**13.5 No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

**13.6 Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**13.7 Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe,



comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

**13.8 Separability.** Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

**13.9 Time of Essence.** Time is of the essence of this Agreement.

**13.10 Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

**13.11 Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of Parcel A Owner, Parcel B Owner, Parcel C Owner, and Walgreen are as follows:

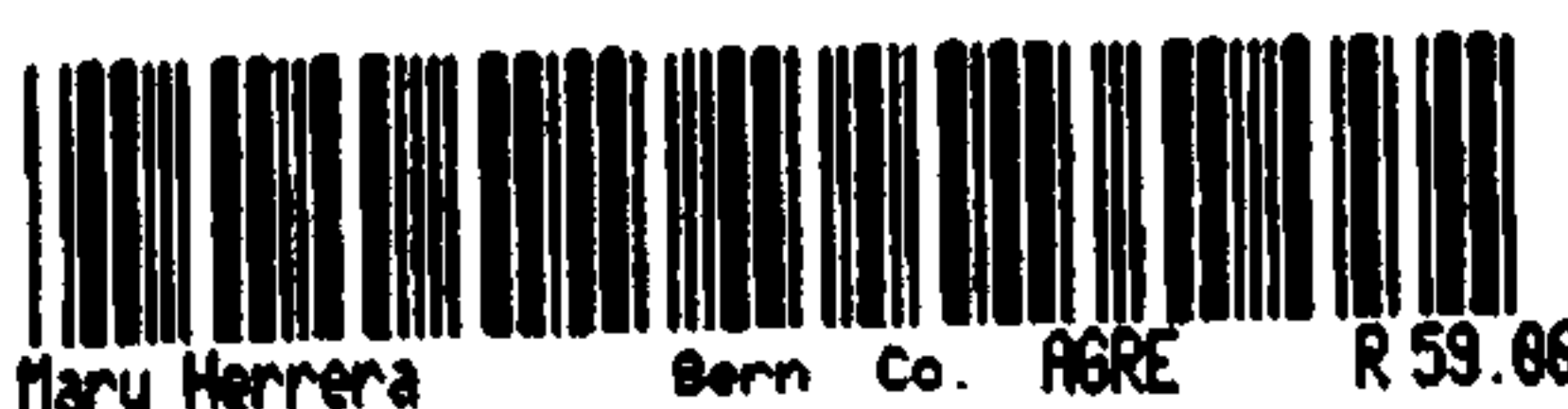
**Walgreen:**  
Walgreens  
Attention: Law Department  
104 Wilmot Rd.  
Deerfield, IL, 60015  
Attn: Real Estate Law  
Department, MS #1420  
Re: Store #9773

**Owner of Parcels A & B:**  
Vista Oriente LTD. CO.  
c/o John Sedberry  
4700 Montgomery Blvd., NE  
Albuquerque, NM 87109

**Owner of Parcel C:**  
Jim Gifford  
3308 Vista del Sur, NW  
Albuquerque, NM 87120

**13.12 Governing Law.** The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement. The parties hereby agree that Venue shall be fixed in Bernalillo County, New Mexico.

**13.13 Estoppel Certificates.** Each Owner, within twenty (20) days of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any



party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

13.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first written above.

[Parcel A and B Owner]

Vista Oriente, LTD. CO.

By: Merion Circle, LLC, its managing member

By:

John Sedberry, its managing member

[Parcel C Owner]

By:

Jim Gifford, a married man  
dealing in his sole and separate  
property

Attest:

Attest:

Witnesses:

*[Signature]*  
*[Signature]*

Witnesses:

*[Signature]*  
*[Signature]*

[



STATE OF NEW MEXICO )

COUNTY OF BERNALILLO ) SS  
)

I, a Notary Public, do hereby certify that John Sedberry, personally known to me to be the managing member of Merion Circle, LLC, a New Mexico limited liability company, the managing member of VISTA ORIENTE LTD. CO., a New Mexico limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as such managing member of Merion Circle, LLC, the managing member of said limited liability company, and caused the seal of said limited liability company to be affixed thereto, pursuant to authority given by the Board of Directors of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of July, 2005.

My commission expires: OFFICIAL SEAL



Kelly Craig

NOTARY PUBLIC

STATE OF NEW MEXICO

My Commission Expires 1/30/07

Kelly Craig  
Notary Public

STATE OF NEW MEXICO )  
) SS

This instrument was acknowledged before me on July 27, 2005 (date) by Jim Gifford (name of person(s)).

Suzanne G. Luba  
Notary Public

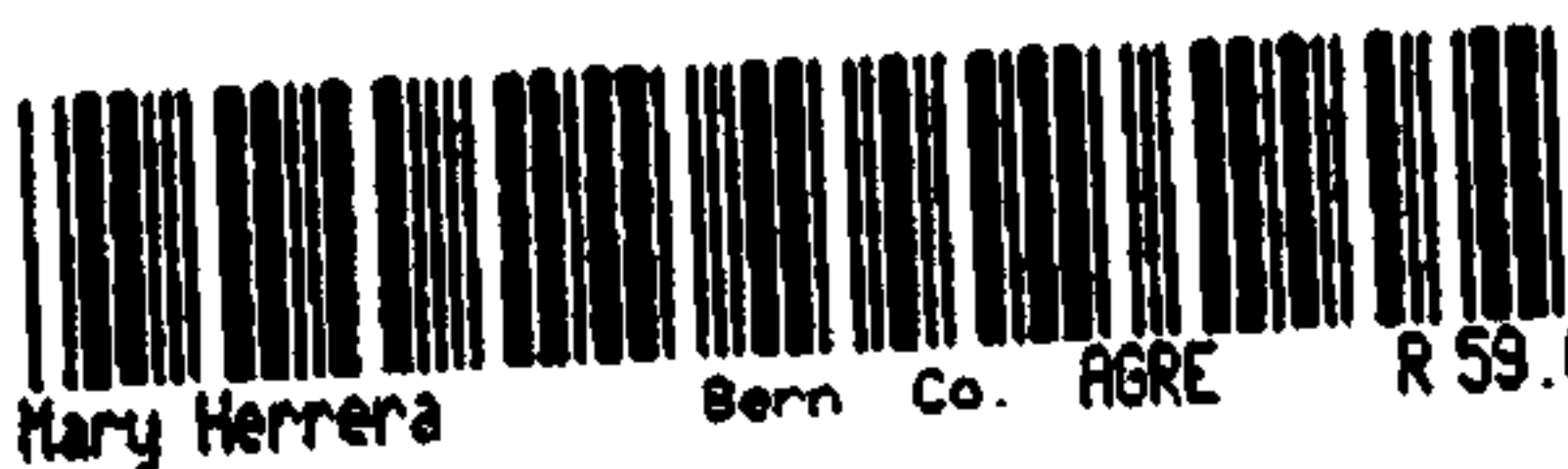
Printed Name: SUZANNE G. LUBAK

My commission expires:

1/30/07



- Exhibit "A" - Legal Descriptions of Parcels A, B, and C.  
Exhibit "A-1" - Legal Description if there is a sign easement area.  
Exhibit "B" - Site Plan. Identify Parcels A, B, and C, the Driveways, and  
drainage or utility easement areas (if required).





**Exhibit "A"**

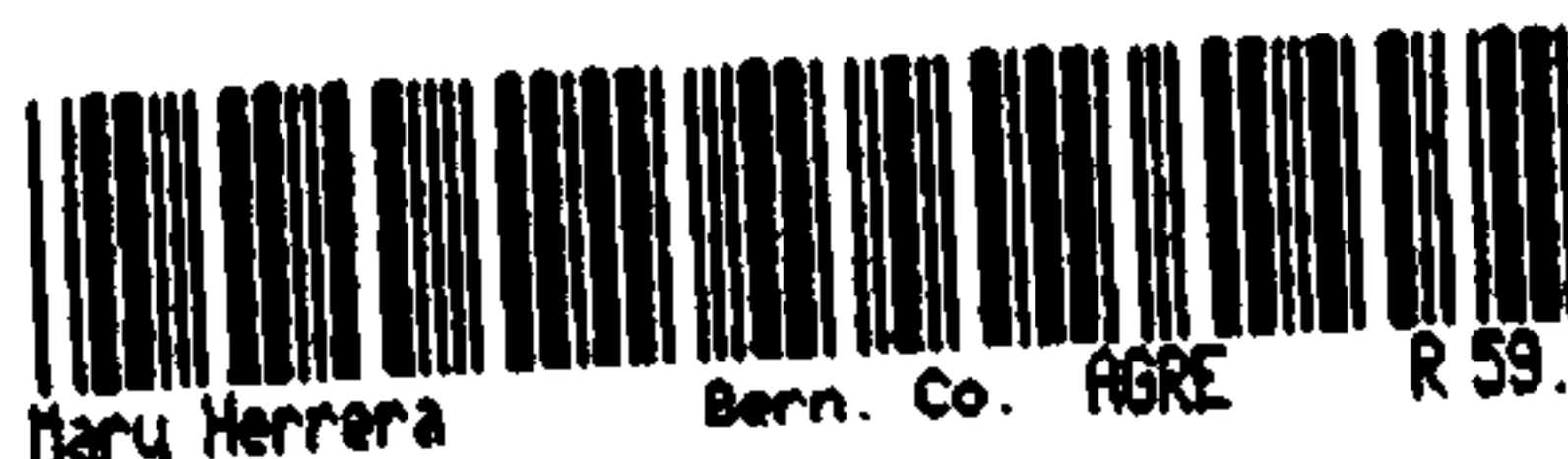
**Legal Descriptions of Land Subject to the Agreement**

**Parcel A:** Lots 2, 3, and 4, Central Park Place, (Being a Replat of Lots 1 thru 8 in Block 9; Lots 2 thru 9 in Block 8; Vacated South Portion of Glorieta Street and Vacated 16' Alleys within Said Blocks 8 and 9, Skyline Heights), City of Albuquerque, Bernalillo County, New Mexico, filed June 29, 2005, in Book 2005C, Page 230, records of Bernalillo County, New Mexico; and,

Lots 1 and 10 in Block 8, the vacated South Espejo Street, Lots 4,5,6, and 7 of Block 7, the East ½ of Lots 3 and 8 of Block 7, the vacated 16' Alleys within said Blocks 7 and 8, Skyline Heights, City of Albuquerque, Bernalillo County, New Mexico, filed July 19, 1945, in Volume C1, Folio 198 of the records of Bernalillo County, New Mexico.

**Parcel B:** Lot 1, Central Park Place, (Being a Replat of Lots 1 thru 8 in Block 9; Lots 2 thru 9 in Block 8; Vacated South Portion of Glorieta Street and Vacated 16' Alleys within Said Blocks 8 and 9, Skyline Heights), City of Albuquerque, Bernalillo County, New Mexico, filed June 29, 2005, in Book 2005C Page 230, records of Bernalillo County, New Mexico.

**Parcel C:** Lots 1, 2, 9, and 10 of Block 7, the West ½ of Lots 3 and 8 of Block 7, the vacated 16' Alleys within said Block 7, Skyline Heights, City of Albuquerque, Bernalillo County, New Mexico, filed July 19, 1945, in Volume C1, Folio 198 of the records of Bernalillo County, New Mexico.



## LEGAL DESCRIPTION

An Easement within Lot Numbered One (1), Central Park Place as the same is shown and designated on the plat entitled "LOTS 1, 2, 3 AND 4, CENTRAL PARK PLACE (BEING A REPLAT OF LOTS 1 THRU 8 IN BLOCK 9; LOTS 2 THRU 9 IN BLOCK 8; VACATED SOUTH PORTION OF GLORIETA STREET AND VACATED 16' ALLEYS WITHIN SAID BLOCKS 8 AND 9, SKYLINE HEIGHTS) CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on June 29, 2005 in Plat Book 2005C, page 230, more particularly described as follows:

Beginning at the Southeast corner of the easement herein described whence the Southeast corner of said Lot One (1) bears S 48°20'28" E, 22.37 feet distant; Thence running as an easement:

N 82°19'05" W , 129.31 feet to the Southwest corner of the easement herein described; Thence,

N 07°40'55" E , 10.00 feet to a point; Thence,

S 82°19'05" E , 98.84 feet to a point; Thence,

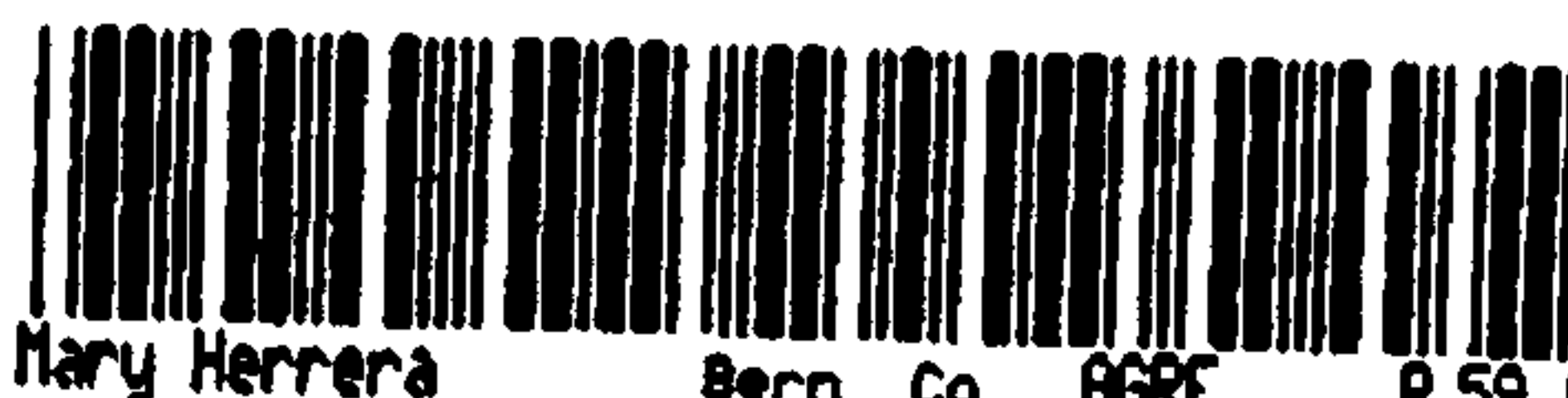
N 07°40'55" E , 23.17 feet to a point; Thence,

S 82°19'05" E , 20.00 feet to a point; Thence,

S 07°40'55" W , 9.00 feet to a point; Thence,

S 82°19'05" E , 10.47 feet to the Northeast corner of the easement herein described; Thence,

S 07°40'55" W , 24.17 feet to the Southeast corner and point of beginning of the easement herein described.



Mary Herrera

Bern Co. AGRE

R 59.00

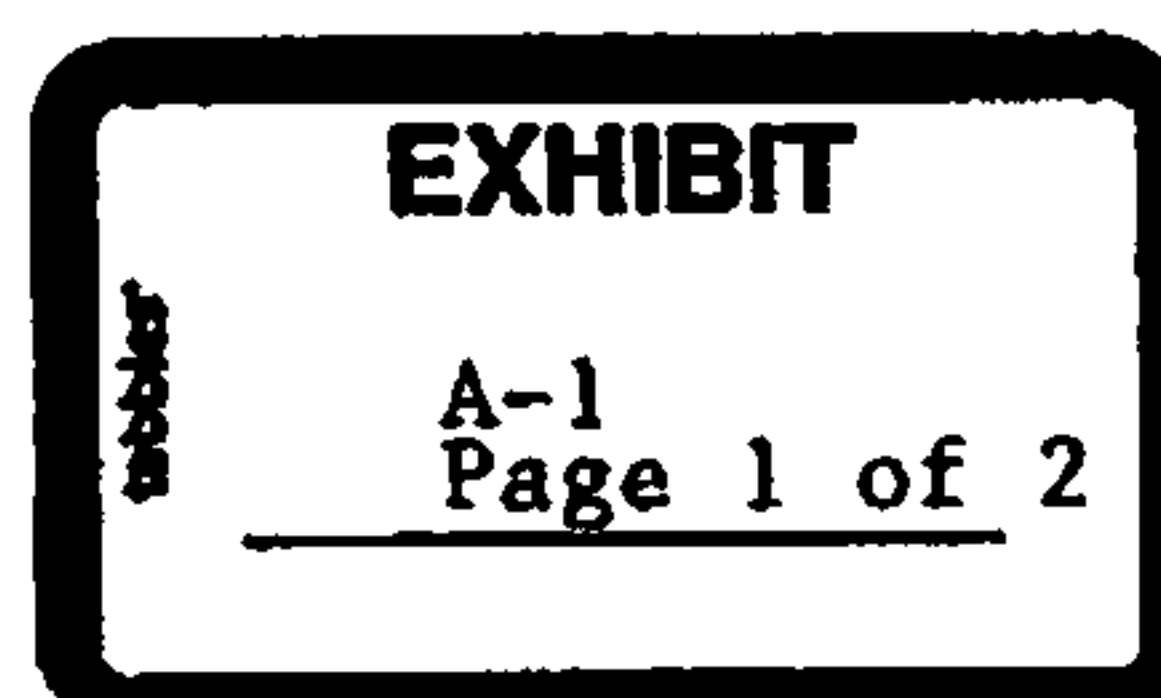
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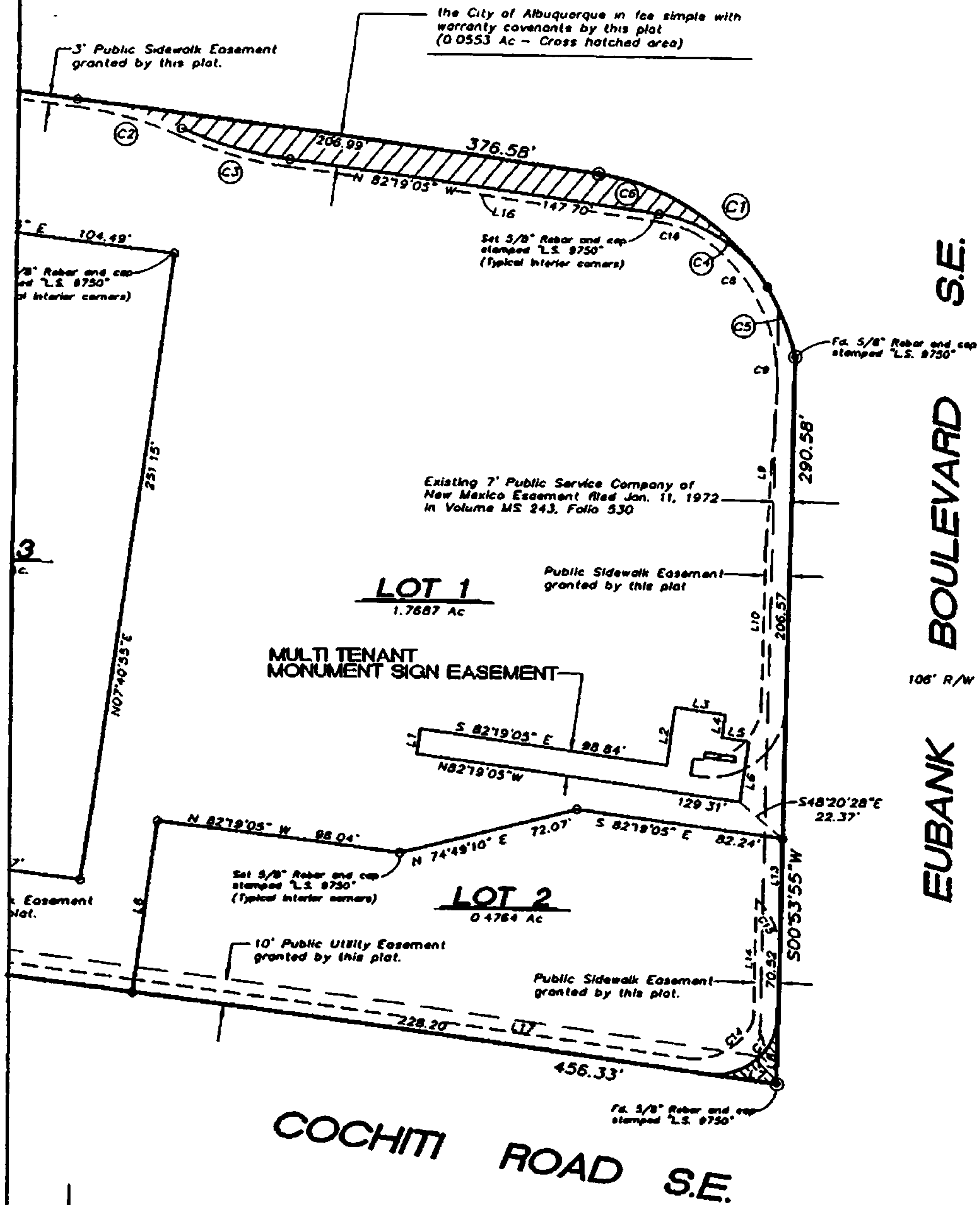
6384565

Page: 19 of 26

07/28/2005 10:00A

BK-A100 Pg-8192





Scale 1" = 50'

EXHIBIT

A-1

Page 2 of 2

LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 10.00' | N07°40'55"E |
| L2   | 23.17' | N07°40'55"E |
| L3   | 20.00' | S82°19'05"E |
| L4   | 9.00'  | S07°40'55"W |
| L5   | 10.47' | S82°19'05"E |
| L6   | 24.17' | S07°40'55"W |

**SURV TEK, INC.**

Consulting Surveyors

6643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114

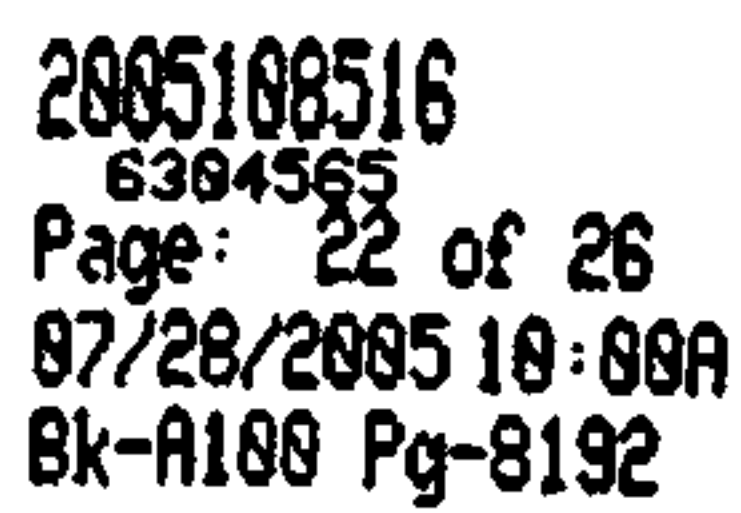
Phone: 505-897-3368  
Fax: 505-897-3377



**Exhibit "B"**

Site Plan





**Mary Herrera**

Bern. Co. AGRE

R 59 00

2005108516

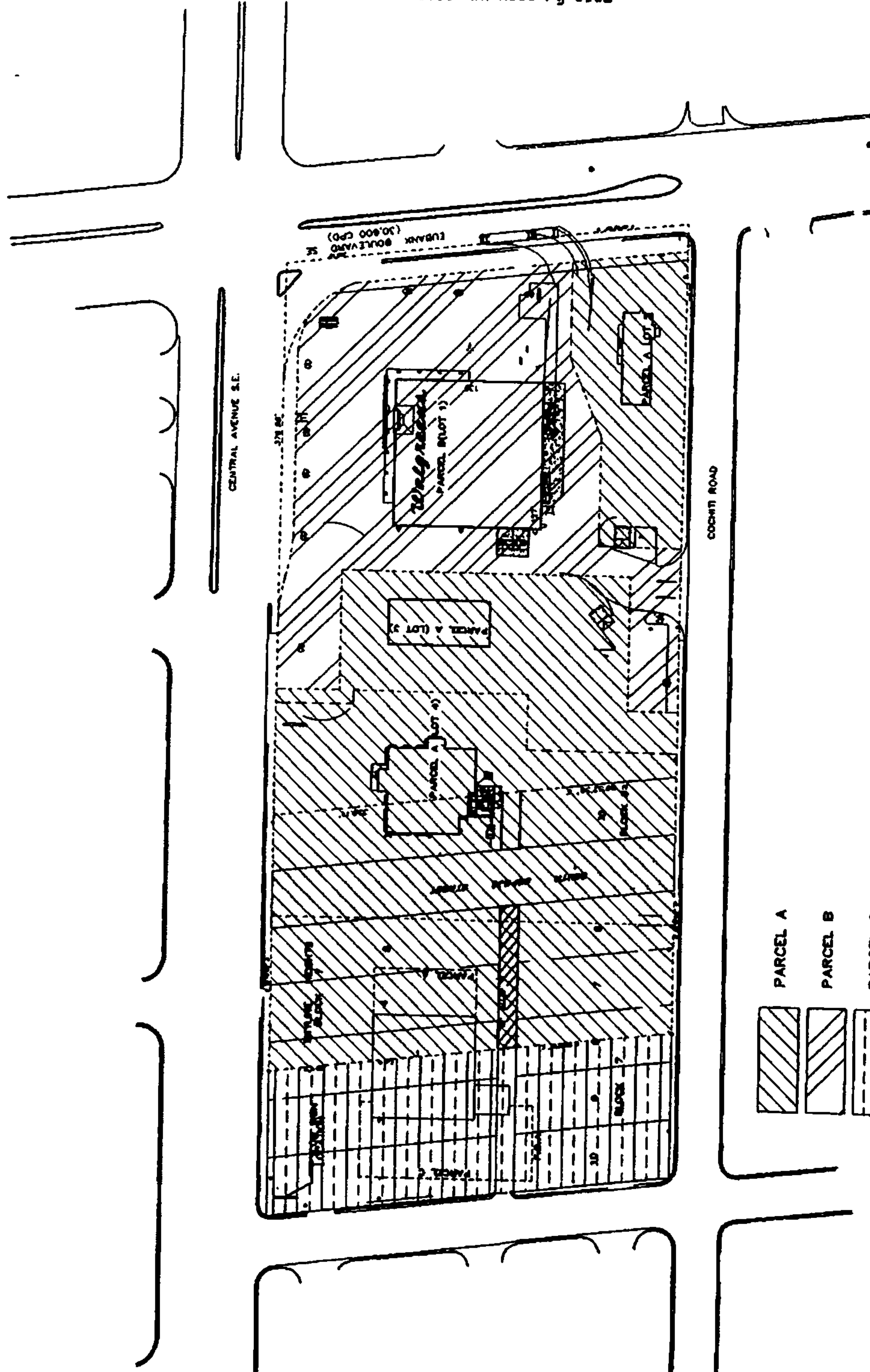
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Page: 22 of 26

07/28/2005 10:00A

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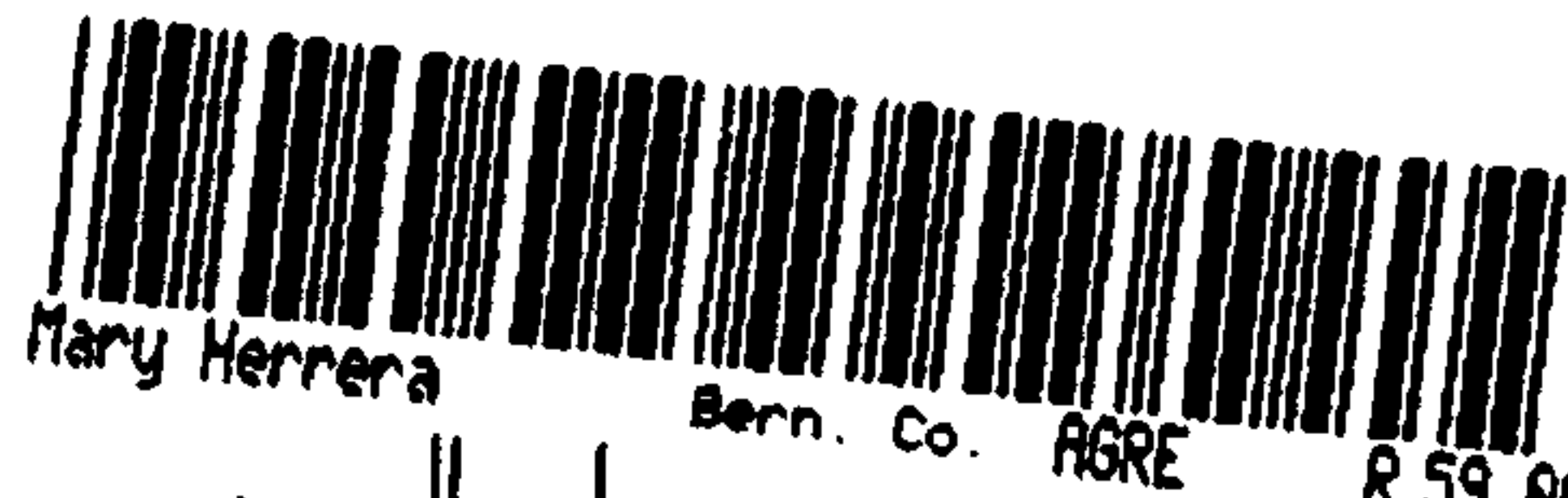
PARCEL DESIGNATION

**EXHIBIT**

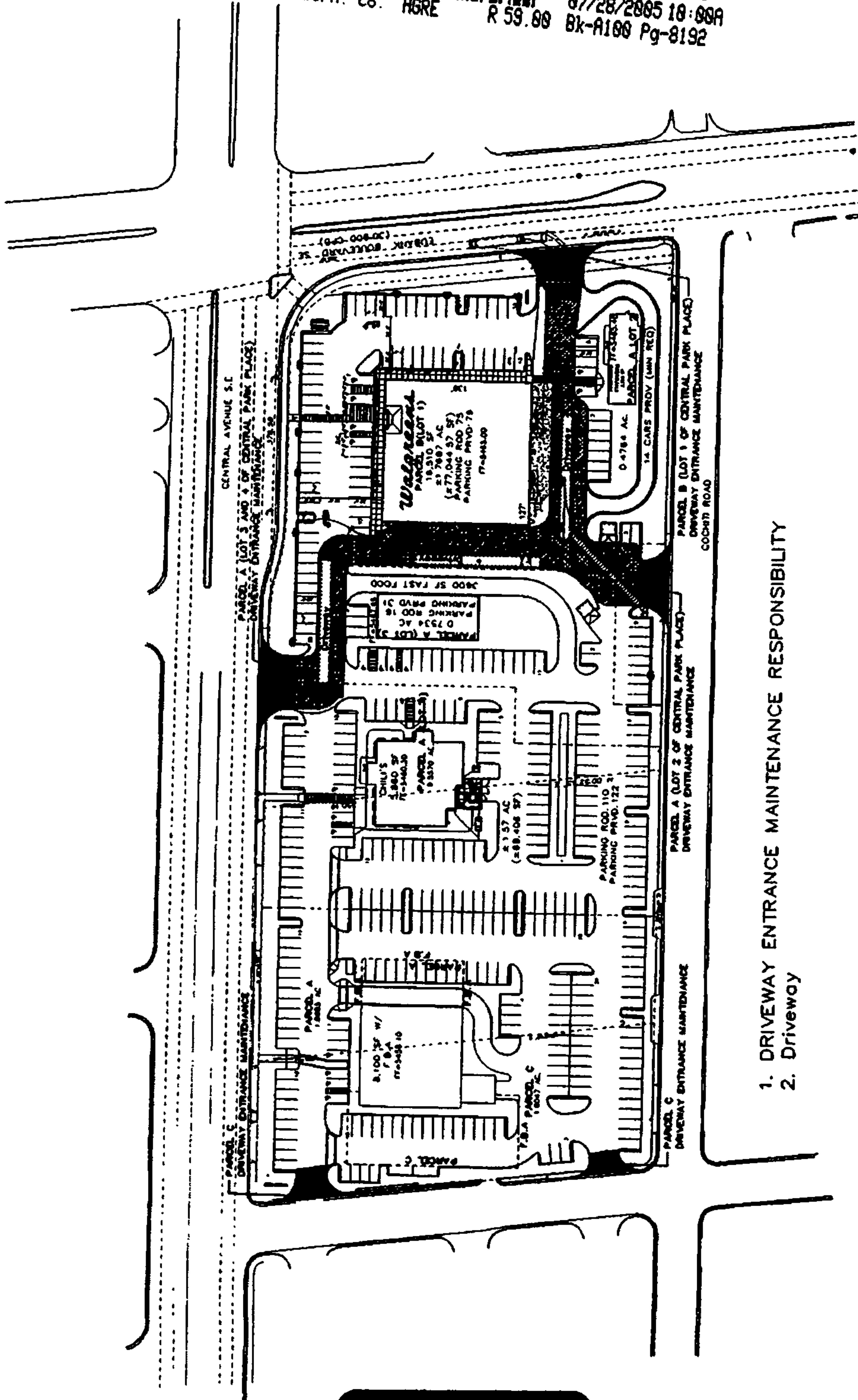
**B**

Page 1 of 5

**420000**



2005108516  
6384565  
Page: 23 of 26  
07/28/2005 10:00A  
Bk-A100 Pg-8192



1. DRIVEWAY ENTRANCE MAINTENANCE RESPONSIBILITY
2. Driveway





Mary Herrera

Bern Co

AGRE

R 59.00

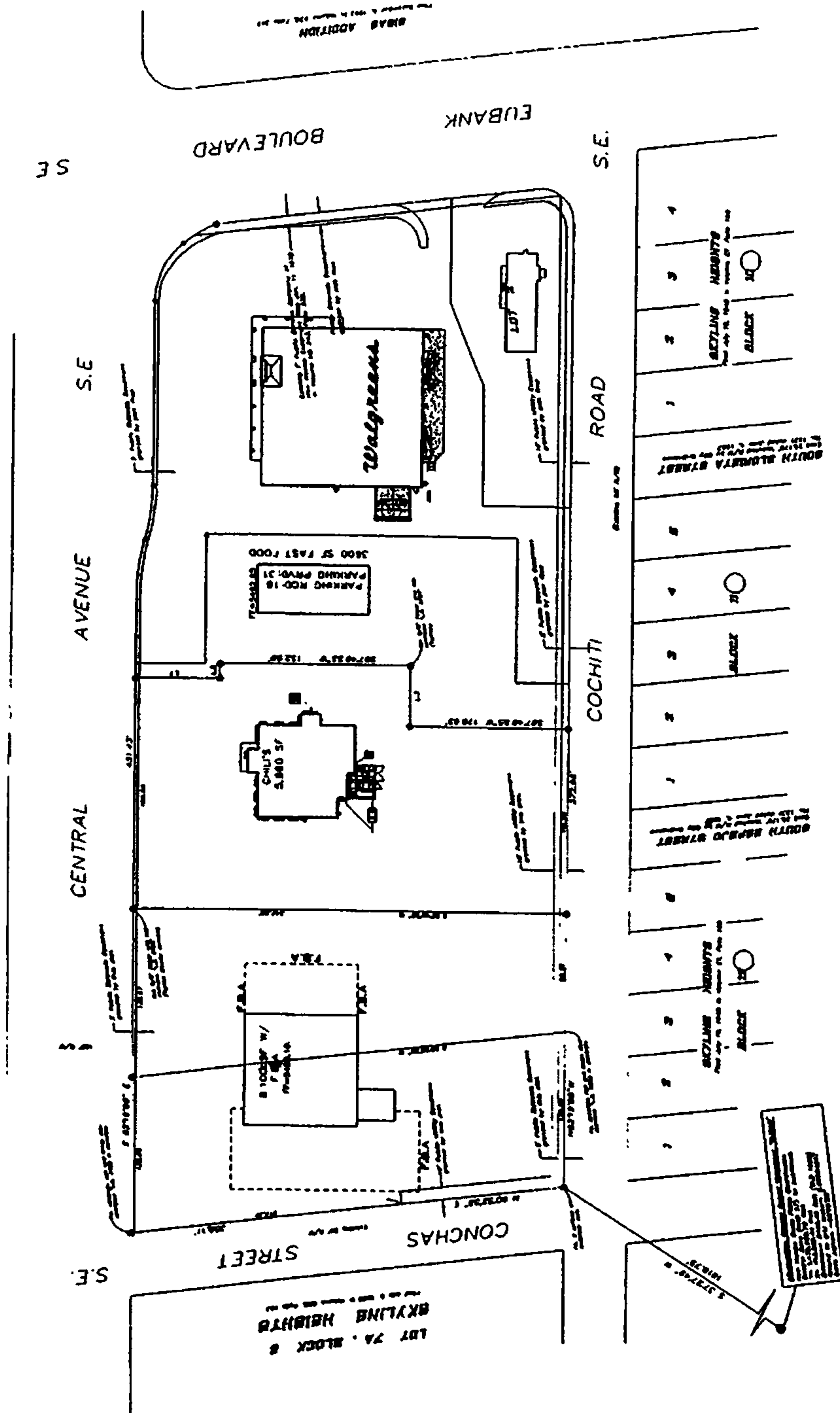
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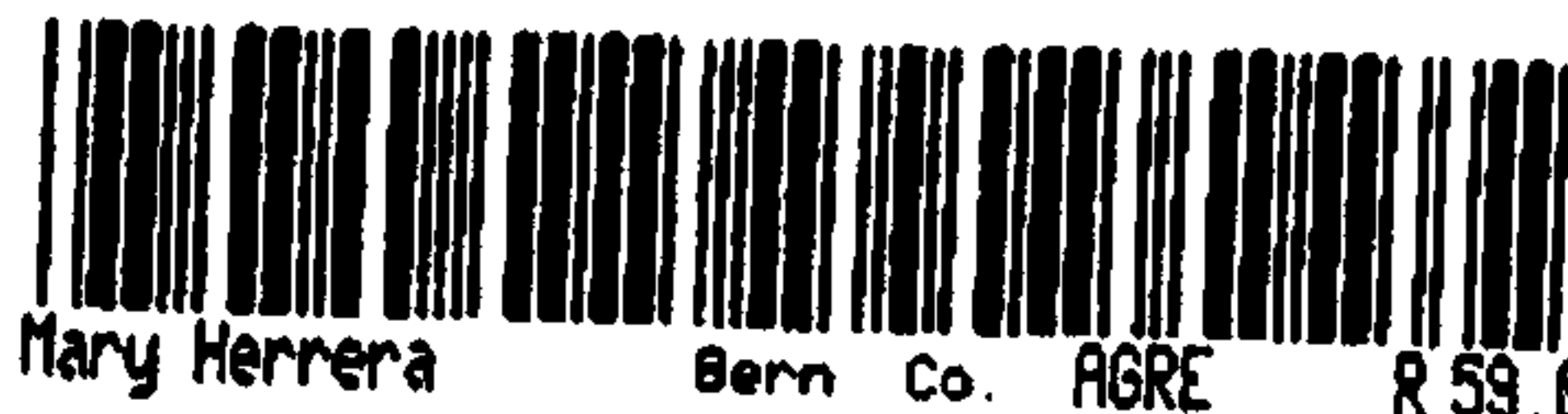
Page: 24 of 26

07/28/2005 10:00A

Bk-A100 Pg-8192



EASEMENT DECLARATION

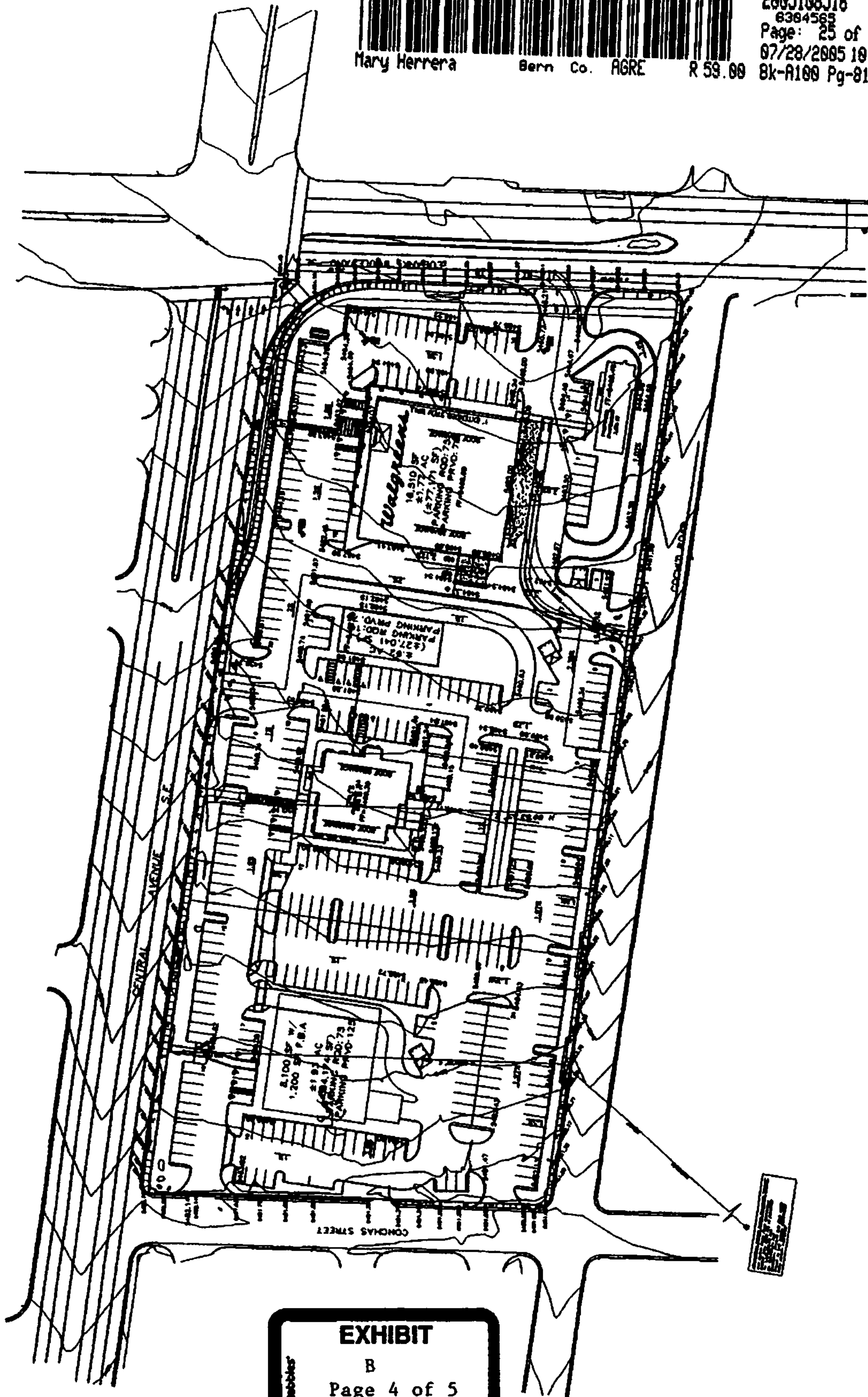


Mary Herrera

Bern Co. AGRE

R 59.00

2005108516  
6384583  
Page: 25 of 26  
07/28/2005 10:00A  
BK-A100 Pg-0192

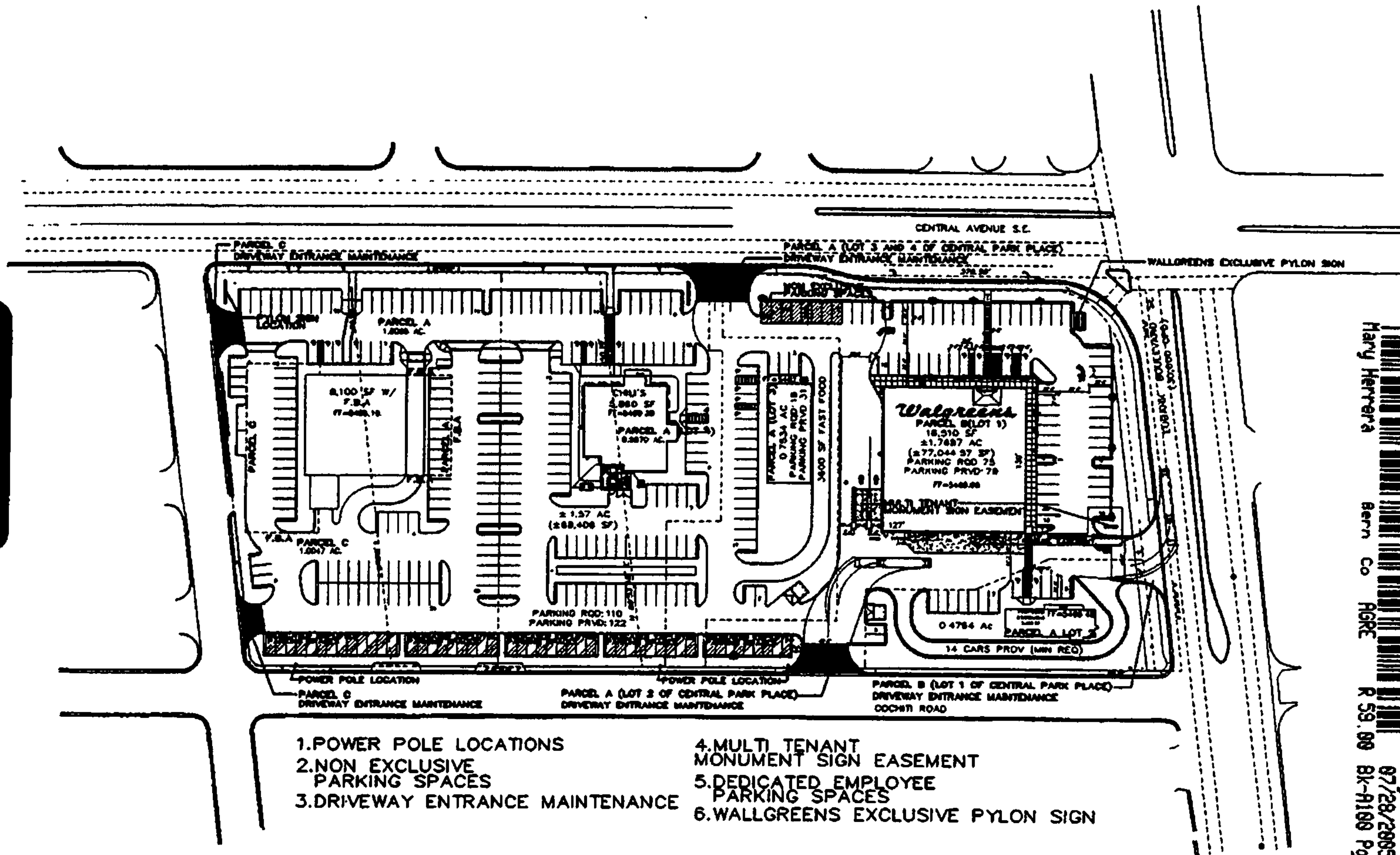


EXHIBIT

B

Page 4 of 5

EXHIBIT  
B  
Page 5 of 5



1. POWER POLE LOCATIONS
2. NON EXCLUSIVE PARKING SPACES
3. DRIVEWAY ENTRANCE MAINTENANCE
4. MULTI TENANT MONUMENT SIGN EASEMENT
5. DEDICATED EMPLOYEE PARKING SPACES
6. WALGREENS EXCLUSIVE PYLON SIGN



# CITY OF ALBUQUERQUE



May 22, 2008

Vincent Carrica, P.E.  
Tierra West, LLC.  
5571 Midway Park Place N.E.  
Albuquerque, NM 87109

Re: Taco Cabana, 10210 Central Avenue, Traffic Circulation Layout  
Engineer's Stamp dated 5-22-08 (L-20/D008A)

Dear Mr. Carrica,

The TCL submittal received 5-22-08 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.**

PO Box 1293

Albuquerque

NM 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,

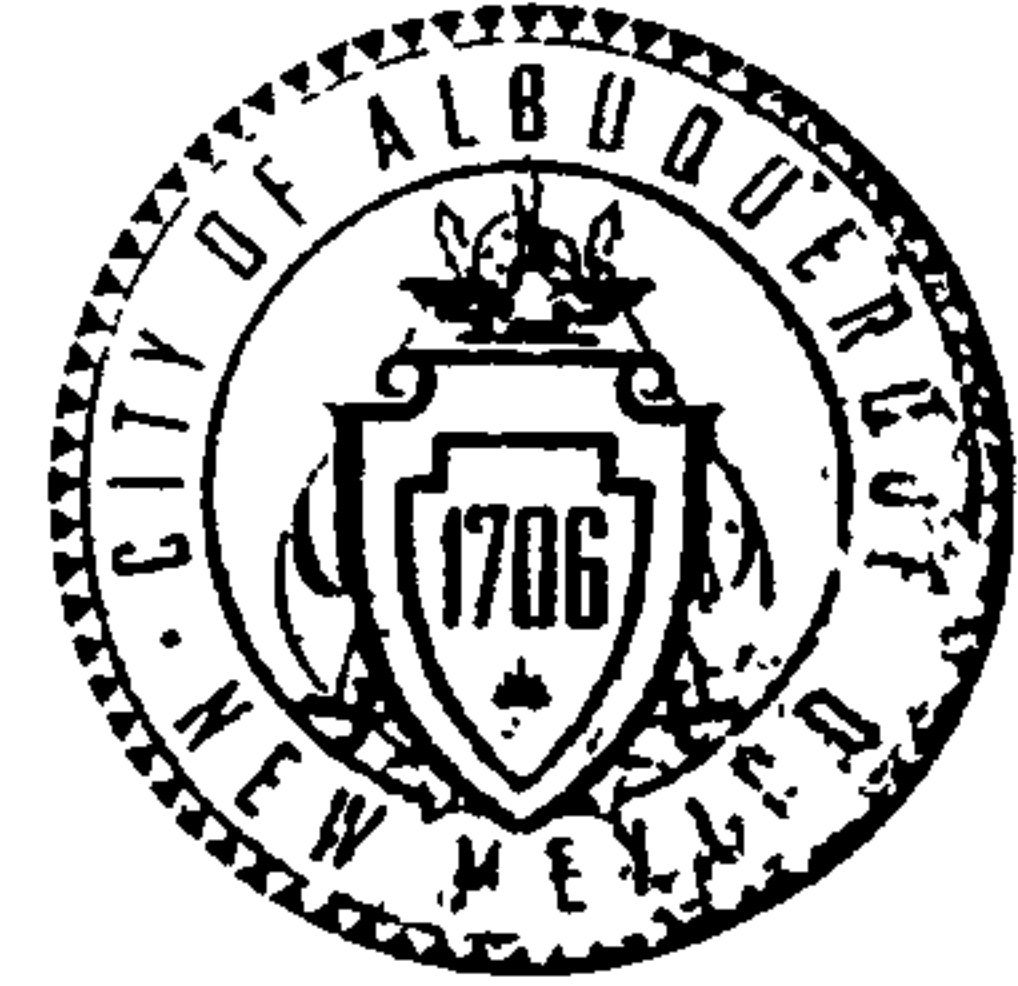
Kristal D. Metro, P.E.  
Senior Engineer, Planning Dept.  
Development and Building Services

C: File





# CITY OF ALBUQUERQUE



May 14, 2008

Ronald Ray Bohannon, P.E.  
Tierra West, LLC.  
5571 Midway Park Place N.E.  
Albuquerque, NM 87109

Re: **Taco Cabana, 10210 Central Avenue, Traffic Circulation Layout**  
**Engineer's Stamp dated 4-24-08 (L-20/D008A)**

Dear Mr. Bohannon,

*new plan dated*  
*5-22-08*

Based upon the information provided in your submittal received 4-25-08, the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

- ✓1. Based on a recent site visit, the conditions shown do not reflect the current conditions of the site. Please update your plan to reflect the existing conditions (location of sidewalks, drivepads, etc.).
- ✓2. Provide a copy of the cross lot access easement for lot 5-A-1 and lot 4-A.
- ✓3. Define the queuing length of the drive-thru.
- ✓4. Show the location of all existing sidewalks and provide the width.
- ✓5. Central Avenue is classified as a major arterial roadway; therefore, the drive located on Central east of Conchas will need to be 36' in width.
- ✓6. The proposed monument sign and perimeter wall intrudes upon the required clear site triangle. (Development Process Manual, Chapter 23, Section 3, Part D.5).
- ✓7. The property owner of lot 5-A-1 will need to give written approval for all work being done within their property limits.
- ✓8. Define the proposed public access easement that is shown near the Central Avenue entrance. Where is this public easement? What is the purpose of this easement?
- ✓9. A build note will be needed for the entrance off of Central Avenue; please provide the COA Standard Specification Drawing Number.
- ✓10. Label the width of the handicapped access aisles and parking stalls.
- ✓11. Include the max slope of the internal ramps.
- ✓12. Parking bumpers will need to be added to the first two parking stalls to prevent overhang from intruding upon the required 6' pedestrian access.
13. Label the compact parking spaces by placing the words "compact" on the pavement of each space. *- compact spaces removed*
- ✓14. Identify the heavy vehicle pathway.
- ✓15. Add a removal note for the temporary curbing located in the Northeast corner of the site.

If you have any questions, you can contact me at 924-3991.

Sincerely,

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

C: File



# CITY OF ALBUQUERQUE

PLANNING DEPARTMENT – Development & Building Services



April 14, 2008

Ronald Ray Bohannon, P.E.  
Tierra West, LLC  
5571 Midway Park Place NE  
Albuquerque, New Mexico 87109

RE: **TACO CABANA – 10210 Central SE**  
**Grading and Drainage Plan for Building Permit**

(L20 – D 008 A)  
(PE Stamped <no Seal > )

Dear Mr. Bohannon:

*OK* Based upon the information provided in your submittal dated 3/13/08 the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

- The \$50.00 review fee was not paid at time of submittal, and is due to the City of Albuquerque before further review or approval can be provided.
- The **Plan submitted has not been sealed and signed by a NM Registered P.E.**
- There appear to be two (or 1 ¼) driveways out to Conchas Road, but the plan does not provide enough information or legend on the plan to confirm this. How will the drainage from this site get to Conchas without causing erosion?
- The Legend does not include the double dashed lines used on the western edge of the paving and the apparent driveways to Conchas. Is this temporary curbing?
- The “Notice To Contractors” section should be corrected to include the current telephone number for NM One Call, which is 260-1990 or Dial 811 locally.

If you have any questions or would like to schedule a meeting to discuss this project, you may contact me at 924-3981.

Sincerely,

*Gregory R. Olson* 4/14/08  
Gregory R. Olson, P.E.  
Hydrology Section

XC: Bradley Bingham, COA-PLN/Hydrology  
file L20-D008A

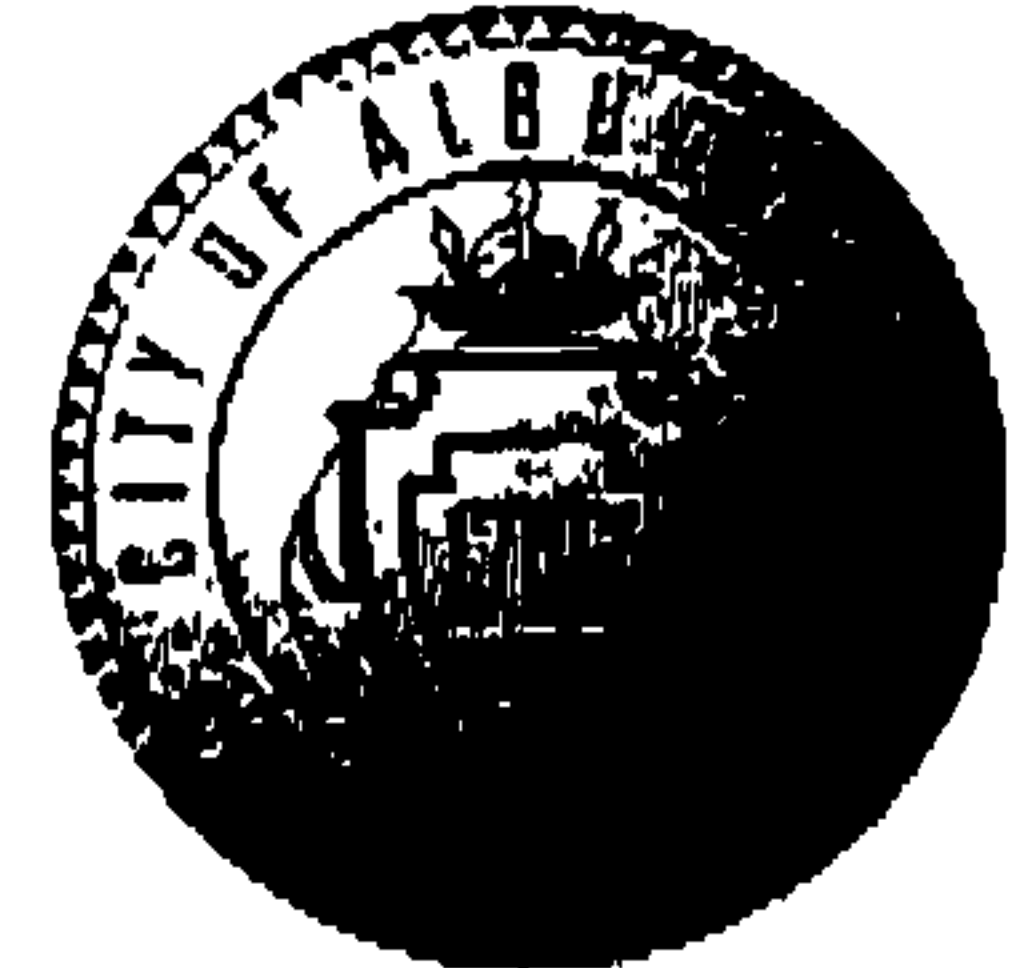
TRANSMISSION VERIFICATION REPORT

TIME : 04/14/2008 16:42  
NAME :  
FAX : 9243864  
TEL : 5059243979  
SER. # : BROL6J570919

|              |             |
|--------------|-------------|
| DATE, TIME   | 04/14 16:42 |
| FAX NO./NAME | 9-8233369   |
| DURATION     | 00:00:28    |
| PAGE(S)      | 01          |
| RESULT       | OK          |
| MODE         | STANDARD    |

# CITY OF ALBUQUERQUE

PLANNING DEPARTMENT – Development & Building Services



April 14, 2008

Ronald Ray Bohannon, P.E.  
Tierra West, LLC  
5571 Midway Park Place NE  
Albuquerque, New Mexico 87109

*A.H.*  
*JASON*  
*CASU92*  
*858-1118*

RE: **TACO CABANA – 10210 Central SE**  
**Grading and Drainage Plan for Building Permit**

**(L20 – D 008 A)**  
**(PE Stamped <no Seal > )**

Dear Mr. Bohannon:

Based upon the information provided in your submittal dated 3/13/08 the above referenced plan cannot be approved for Building Permit until the following comments are addressed:

- The \$50.00 review fee was not paid at time of submittal, and is due to the City of Albuquerque before further review or approval can be provided.
- The Plan submitted has not been sealed and signed by a NM Registered P.E.
- There appear to be two (or 1 ¾) driveways out to Conchas Road, but the plan does not provide enough information or legend on the plan to confirm this. How will the drainage from this site get to Conchas without causing erosion?
- The Legend does not include the double dashed lines used on the western edge of the paving and the apparent driveways to Conchas. Is this temporary curbing?
- The "Notice To Contractors" section should be corrected to include the current telephone number for NM One Call, which is 260-1990 or Dial 811 locally.

PO Box 1294

Albuquerque

NM 87103

If you have any questions or would like to schedule a meeting to discuss this project, you

# DRAINAGE AND TRANSPORTATION SHEET

(REV. 1/28/2003rd)

PROJECT TITLE: Taco Cabana  
DRB #: \_\_\_\_\_ EPC #: \_\_\_\_\_

ZONE MAP/DRG. FILE #: 2-20108A  
WORK ORDER #: \_\_\_\_\_

LEGAL DESCRIPTION: Tracts A and B located on the southeast corner of Central Avenue S.E. and Bubank Boulevard S.E.  
CITY ADDRESS: Central and Eubank N.E.

ENGINEERING FIRM: Tierra West, LLC  
ADDRESS: 5571 Midway Park Place NE  
CITY, STATE: Albuquerque, NM

CONTACT: Jason Casuga, E I  
PHONE: (505) 858-3100  
ZIP CODE: 87109

OWNER: Taco Cabana  
ADDRESS: 8918 Tesoro Dr. Suite 200  
CITY, STATE: San Antonio, Texas

CONTACT: Mark Cramer  
PHONE: 210-804-0990  
ZIP CODE: 78217

ARCHITECT: MDN Architects  
ADDRESS: 9639 McCullough  
CITY, STATE: San Antonio, Texas

CONTACT: Tim McCarty  
PHONE: 210-340-2400  
ZIP CODE: 78216

SURVEYOR: N/A  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_

CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
ZIP CODE: \_\_\_\_\_

CONTRACTOR: N/A  
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:

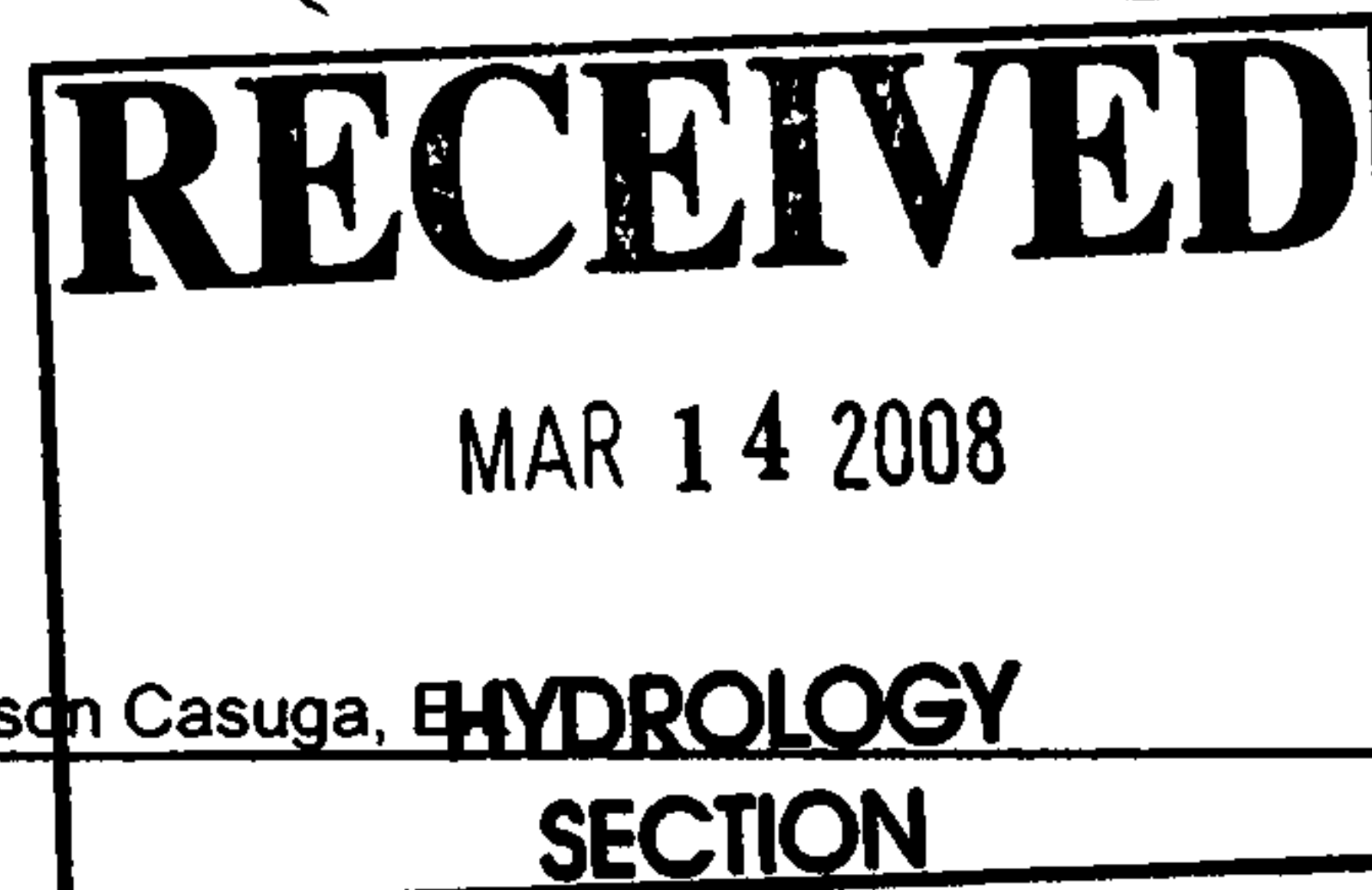
- ☐ SIA / FINANACIAL GUARANTEE RELEASE  
☐ PRELIMINARY PLAT APPROVAL  
☐ S. DEV. PLAN FOR SUB'D. APPROVAL  
☐ S. DEV. PLAN FOR BLDG. PERMIT APPROVAL  
☐ SECTOR PLAN APPROVAL  
☐ FINAL PLAT APPROVAL  
☐ FOUNDATION PERMIT APPROVAL  
☒ BUILDING PERMIT APPROVAL  
☐ CERTIFICATE OF OCCUPANCY (PERM.)  
☐ CERTIFICATE OF OCCUPANCY (TEMP.)  
☒ GRADING PERMIT APPROVAL  
☐ PAVING PERMIT APPROVAL  
☐ WORK ORDER APPROVAL  
☐ SO-19

## WAS A PRE-DESIGN CONFERENCE ATTENDED:

- ☐ YES  
☐ NO  
☐ COPY PROVIDED

DATE SUBMITTED: 3/14/2008

BY: Jason Casuga, E



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 Plans:** 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.



5571 Midway Park Place NE Albuquerque, NM 87109  
(505) 858-3100 Fax (505) 858-1118 1-800-245-3102  
tierrawestllc.com

# TIERRA WEST, LLC

March 14, 2008

Brad L. Bingham, P.E.  
Senior Engineer  
City of Albuquerque  
Public Works Hydrology Department  
Post Office Box 1293  
Albuquerque, NM 87103

**RE: LOT 5-A-2, CENTRAL PARK PLACE  
L-20-D008**

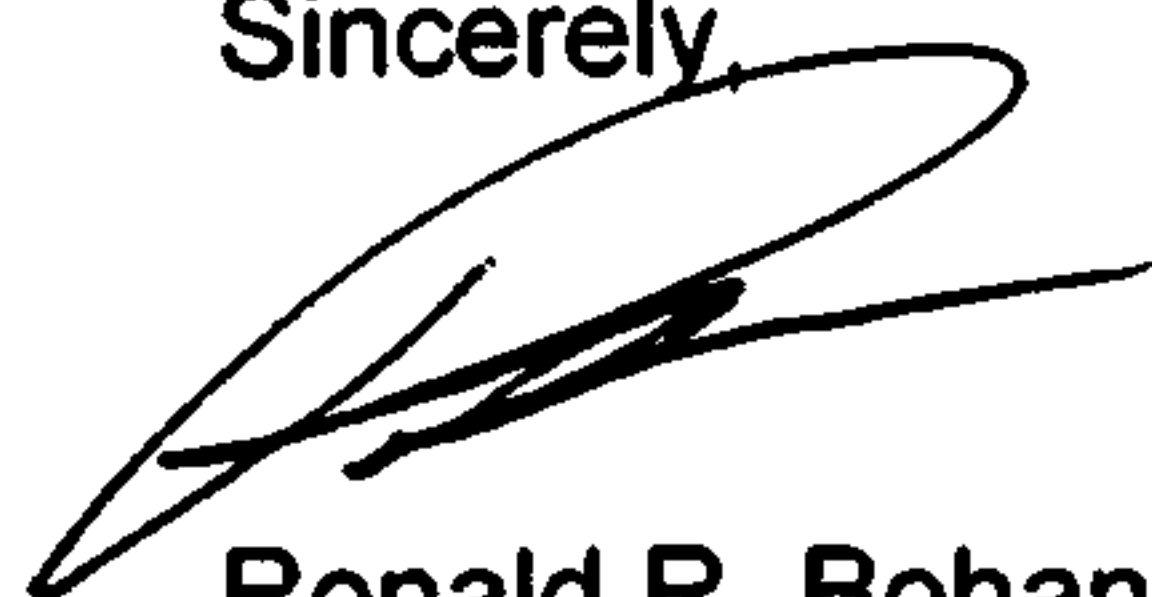
Dear Mr. Bingham:

Attached to this letter is the proposed Grading & Drainage Plan for the Taco Cabana located on Lot 5-A-2 within Central Park Place. The Grading & Drainage Plan adheres to the overall all drainage solution outlined in the approved drainage report for Central Park Place Phase 1 dated 3-29-05, under file L-20-D008. I have also attached updated Weighted E Calculations for Lots 5-A-1 and 5-A-2 represented as Basins 5 & 6 in the approved report. The attached calculations show that the Taco Cabana will not increase the developed run-off calculated in the original report.

We are applying for approval of the modifications to the plan.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,



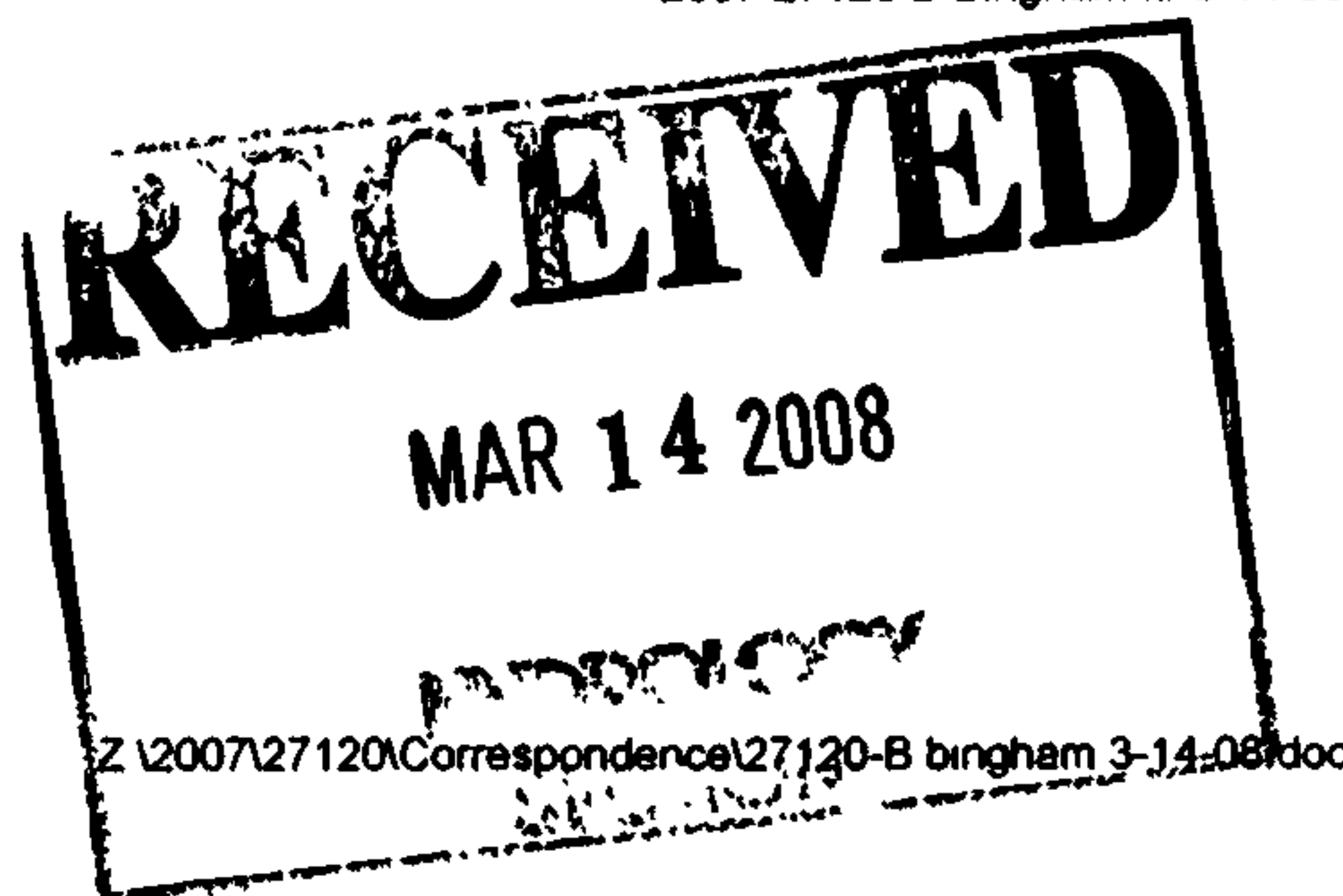
Ronald R. Bohannon, P.E.

Enclosure/s

cc: Mark Cramer

JN: 27120  
RRB/JMC/bdm

2007 27120 B Bingham ltr 3-14-08



Weighted E Method

On-Site Basins

| LOT   | Area<br>(sf) | Area<br>(acres) | Treatment A |         | Treatment B |         | Treatment C |         | Treatment D |         | 100-Year              |                   |             | 10-Year               |                   |             |
|-------|--------------|-----------------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|-----------------------|-------------------|-------------|-----------------------|-------------------|-------------|
|       |              |                 | %           | (acres) | %           | (acres) | %           | (acres) | %           | (acres) | Weighted E<br>(ac-ft) | Volume<br>(ac-ft) | Flow<br>cfs | Weighted E<br>(ac-ft) | Volume<br>(ac-ft) | Flow<br>cfs |
| 5-A-1 | 47,720       | 1.0955          | 0%          | 0       | 20%         | 0.22    | 0%          | 0.00    | 80%         | 0.88    | 2.072                 | 0.189             | 4.97        | 1.272                 | 0.116             | 3.23        |
| 5-A-2 | 36,181       | 0.8306          | 0%          | 0       | 20%         | 0.17    | 0%          | 0.00    | 80%         | 0.66    | 2.072                 | 0.143             | 3.77        | 1.272                 | 0.088             | 2.45        |

Equations:

Weighted E =  $E_a \cdot A_a + E_b \cdot A_b + E_c \cdot A_c + E_d \cdot A_d$  / (Total Area)

Volume = Weighted D \* Total Area

Flow =  $Q_a \cdot A_a + Q_b \cdot A_b + Q_c \cdot A_c + Q_d \cdot A_d$

| Excess Precipitation, E (Inches) |          |           |
|----------------------------------|----------|-----------|
| Zone<br>3                        | 100-Year | 10 - Year |
| E <sub>a</sub>                   | 0.66     | 0.19      |
| E <sub>b</sub>                   | 0.92     | 0.36      |
| E <sub>c</sub>                   | 1.29     | 0.62      |
| E <sub>d</sub>                   | 2.36     | 1.50      |

| Peak Discharge (cfs/acre) |          |           |
|---------------------------|----------|-----------|
| Zone<br>3                 | 100-Year | 10 - Year |
| Q <sub>a</sub>            | 1.87     | 0.58      |
| Q <sub>b</sub>            | 2.60     | 1.19      |
| Q <sub>c</sub>            | 3.45     | 2.00      |
| Q <sub>d</sub>            | 5.02     | 3.39      |

RECEIVED  
MAR 14 2008  
HYDROLOGY  
SECTION