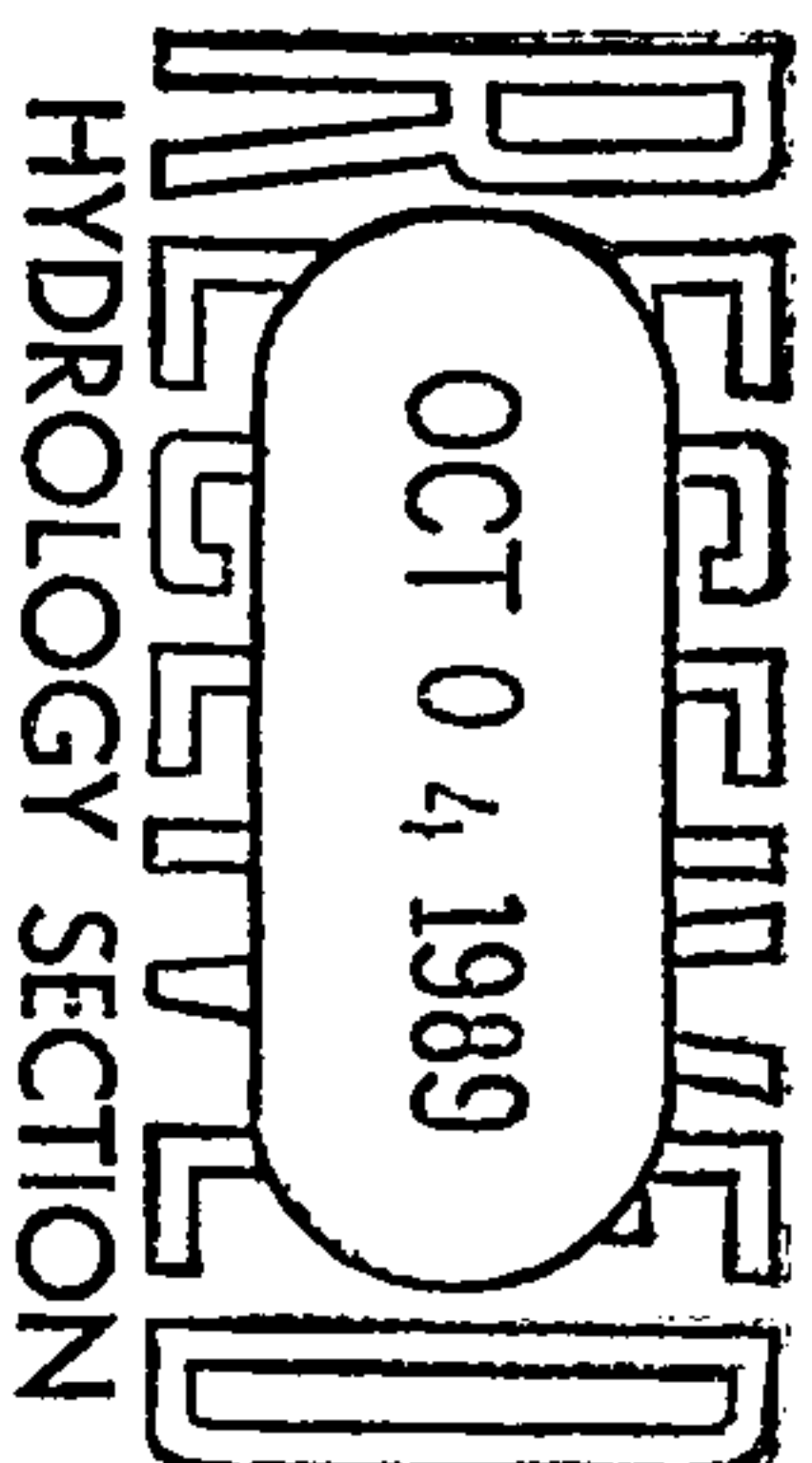




A MEMBER OF CONSULTING
ENGINEERS COUNCIL OF NEW MEXICO



JEFF MORTENSEN & ASSOCIATES, INC. □ ENGINEERS □ 811 DALLAS N.E. □ ALBUQUERQUE □ NEW MEXICO 87110 □ (505) 265-5611

60157

October 4, 1989

Mr. Fred J. Aguirre,

City Hydrologist

City of Albuquerque

Hydrology Section

P. O. Box 1293

Albuquerque, NM 87103

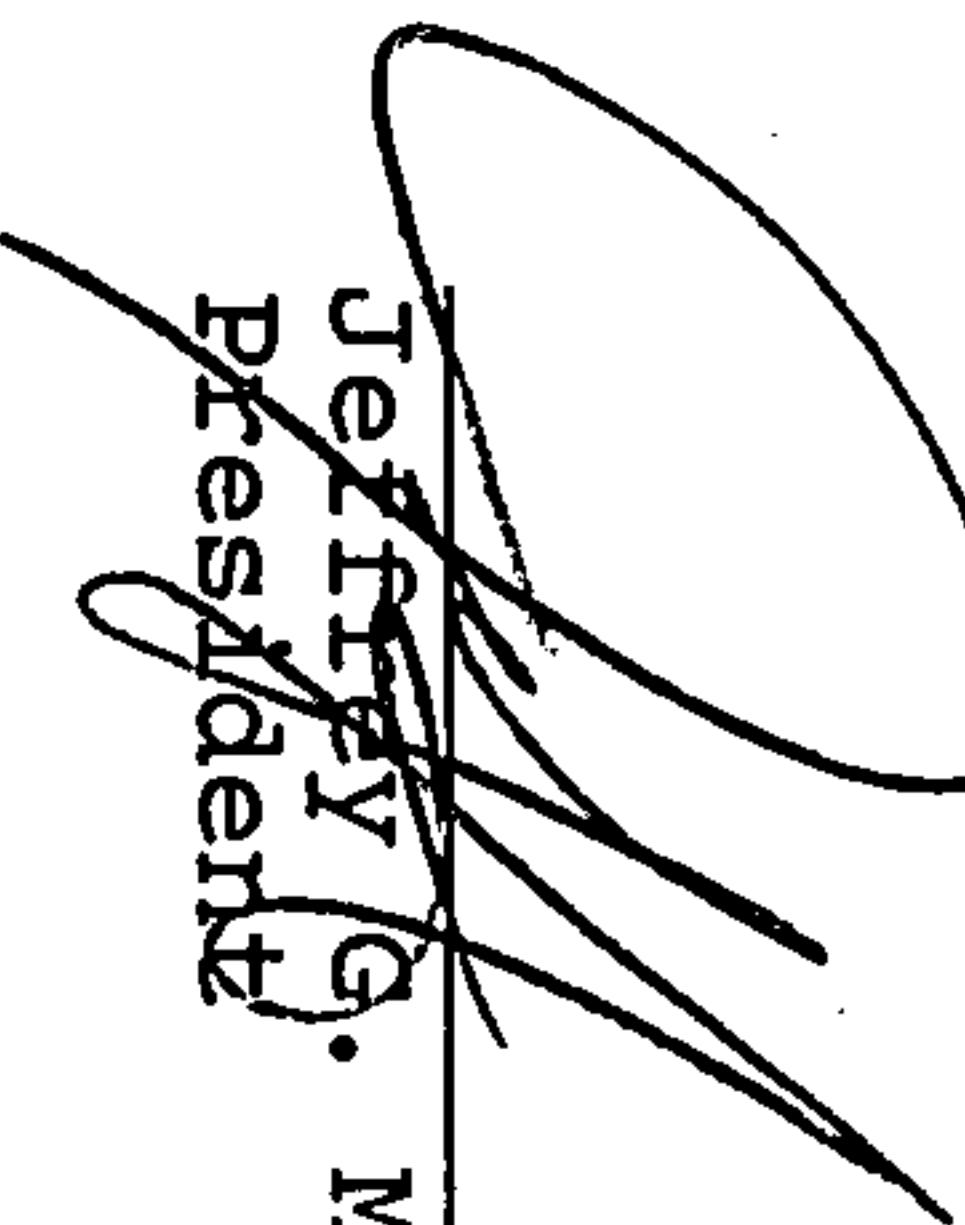
Re: Miles Road Lease

Dear Fred:

Thanks for the loan of the subject lease agreement. Returned
herewith is your copy. Once again, thanks.

Sincerely,

JEFF MORTENSEN & ASSOCIATES, INC.



Jeffrey G. Mortensen, P.E.
President

JGM:dj

Enclosure

2762
M15-D21

8976498

LICENSE FOR ACCESS ROADSEP 13 1989

623

RECEIVED

#3283

The City of Albuquerque, New Mexico, a municipal corporation (the "Grantor") hereby grants to United System Auto Park, Inc., a New Mexico Corporation (the "Permittee"), a nonexclusive license to operate and maintain an airport shuttle business on the surface of that portion of Miles Road described in Exhibit A attached hereto (the "Road").

1. License.

A. This License includes the rights of access, ingress to, egress from, to enter at anytime for inspection, installation, maintenance, repair, construction or modification of the Road, and the right to remove trees, bushes and undergrowth or any obstacles within the Road that may interfere with the appropriate use of this License.

B. Permittee's use of the Road and Permittee's operations and activities under this License shall not interfere with any underground, at grade or above ground utilities or utility facilities or the operation of any such utilities, including any gas, water, sewer or electric lines. Permittee, at its expense, shall repair or restore any to such utilities damage caused by the Permittee and its agents, employees and contractors as soon after the occurrence of the damage as is reasonably feasible, to as nearly the same condition as the improvements were in prior to such damage as is reasonably feasible.

2. Use. The Road may be used only by Permittee and its employees in the conduct of Permittee's airport shuttle business.

3. License Fee. Permittee shall pay to the City a license fee in the amount of \$1,000.00 a month commencing on the date the Hydrology Division of the City's Public Works Department approves the specifications for the Road as provided in Section 4 and thereafter on the same day of each month during the term of this License. The monthly license fee does not represent and has not been based on the market value of the property.

4. Construction and Maintenance. The Permittee shall, at its sole cost and expense, construct and maintain the Road during the term of this License. The Permittee shall construct the Road as per specifications approved by the Hydrology Division of the City's Department of Public Works.

5. Repair to City Property. The Permittee shall repair and restore, at its sole cost and expense, any damage caused as a result of the exercise of rights under this License to adjacent City property and any improvements located on adjacent City property as soon after the occurrence of the damage as is reasonably feasible and will repair and restore such damaged improvements to as nearly the same condition as the improvements were in, prior to such damage as is reasonably feasible.

6. Indemnity. The Permittee will indemnify, defend and hold harmless the City and the officials, agents and employees of the City from and against any and all claims, actions, suits or proceedings of any kind brought for or on account of any matter which may arise as a result of its use of this License, provided, however, to the extent, if at all, Section 59-7-1 NMSA (1978) is applicable to this License, this agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including lawyers' opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, or the agents or employees of the City, whether such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

7. Abandonment. If the Permittee ceases to use the Road or if the Road is abandoned for a consecutive period of three (3) months, then, this License shall automatically terminate and thereupon the Permittee shall, upon request by the City, execute and deliver to the City a release of this License in recordable form.

8. Term. This License may be terminated in writing at any time by the Permittee or by the City, without cause. Termination by either party shall be effective ninety (90) days after a party has received written notice of termination by the other party.

9. Compliance with Law. Permittee shall comply with all applicable laws, ordinances, rules, regulations, orders and decisions promulgated by federal, state or local governmental authority relating to Permittee's use of this License and shall not permit the Road to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's adjacent property.

10. Insurance.

A. General Conditions. Permittee shall procure and maintain in full force and effect during the term of this License such insurance as is required herein. The City shall be named as an additional insured on the policies of insurance. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and they shall be in a form satisfactory to City and properly filed and approved by the Superintendent of Insurance, State of New Mexico. The insurance may be written in one or more policies.

Permittee shall include any and all contractors and subcontractors in its insurance policies or require its contractors and subcontractor to secure insurance coverage against all hazards enumerated herein that are not covered by Permittee's policies.

All certificates of insurance (or policies) shall provide that thirty (30) days written notice be given to the Director of Risk Management, City of Albuquerque, P.O. Box 1293, Albuquerque,

New Mexico 87103, before a policy is cancelled, materially changed or not renewed. A certificate or policy that states that failure to give such notice imposes no obligation on the insurance company is unacceptable to the City.

The Permittee shall not violate the terms or prohibitions of insurance policies required to be furnished by the Permittee. The Permittee shall promptly notify the City of any claim or loss exceeding the amount of the deductible under such insurance policies, and certify that proper notice has been given the appropriate insurance carrier.

B. Approval of Insurance. Even though a "Notice to Proceed" may have been given, no contractor or subcontractor shall begin any work under this permit until the required insurance has been obtained and the proper certificates (or policies) filed with City. Neither approval nor failure to disapprove certificates, policies or the insurance by City shall relieve Permittee or any contractor or subcontractor of full responsibility to maintain the required insurance in full force and effect.

C. Commercial General Liability Insurance. Permittee shall procure and maintain during the term of this Permit a comprehensive general liability insurance policy with liability limits in amounts not less than \$500,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance must include

coverage for all operations performed by Permittee, including coverage for collapse (C), explosion (X) and underground (U) liability coverage, and contractual liability coverage which shall specifically insure the indemnification provisions of this License.

D. Owners and Contractors Protective Liability Insurance.

Permittee shall procure and maintain during the life of any construction, an owners and contractors protective liability insurance policy with liability limits in amounts not less than \$500,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy will be written with City as the named insured and will provide coverage for City's officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

11. Restoration. Permittee shall, within a reasonable time after the termination of this License, remove the Road and level and restore the City's property to as nearly its original condition as practicable.

12. Demand for Repair or Modification.

A. The Director of the City's Department of Public Works (the "Director") may send written notice ("Notice") to the Permittee requiring the Permittee to repair or modify the Road within ninety (90) days after mailing of the written notice to the Permittee ("Deadline") and Permittee will promptly comply with the requirements

of the Notice. The Director may demand removal of the Road without cause. The Permittee will perform all required work by the Deadline, at the Permittee's sole expense.

B. If the Permittee fails to comply with the terms of the Notice by the Deadline stated, or if the Director determines that an emergency condition exists, the City may perform the work itself. The City then may assess the Permittee for the cost of the work and for any other expenses or damages which result from the Permittee's failure to perform. The Permittee shall pay the City the amount assessed within thirty (30) days after the Director gives the Permittee written notice of the amount due.

13. Expenses of Enforcement. If the City employs the City's Legal Department or an outside attorney to enforce this License, the Permittee shall pay the City all costs, charges and expenses, including reasonable attorney's fees for the City's Legal Department or outside attorney, expended or incurred by the City to successfully enforce this License.

14. Assignment. This License shall not be assigned in whole or in part without the written approval by the City.

15. Liens. Permittee shall not permit any mechanic's or materialmen's or any other lien to become attached to or foreclosed upon the Road or any part or parcel thereof by reason of work, labor performed or materials or equipment installed or furnished.

16. Notices. All notices required to be given hereunder shall be deemed given when received by a party. Notices may be given personally or sent by certified mail, return receipt requested, to the following:

To the City:

Chief Administrative Officer
City of Albuquerque
Post Office Box 1293
Albuquerque, New Mexico 87103

To Permittee:

Express Airport Parking
2121 Yale S.E.
Albuquerque, New Mexico 87106
Attn: Richard Chavez

17. Entire Agreement. This License contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, other previous to the execution hereof or contemporaneous herewith.

18. Changes. Changes to this License are not binding unless made in writing and signed by both parties.

19. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder is reasonably capable of performance.

20. Applicable Law. This License and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of New Mexico.

21. Effective Date. This License shall not become effective or binding on the City until approved by the City's Chief Administrative Office and shall become effective upon execution by the City's Chief Administrative Officer.

UNITED SYSTEM AUTO PARK INC.,
A New Mexico Corporation

CITY OF ALBUQUERQUE

BY: [Signature]
Title: Secretary Treasurer
Dated: 8-2-89

BY: [Signature]
Title: Chief Administrative Officer (Acting)
Dated: 8/31/89

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this day of Sept, 1989 by Fred Mondragon, Acting Chief Administrative Officer of the City of Albuquerque, a municipal corporation, on behalf of the corporation.

My Commission Expires: 10-31-92
[Signature]
Notary Public

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me this day of Sept, 1989 by Walter Hayes, of United States Auto Park, Inc., a New Mexico Corporation on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

November 21, 1999

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

3045

89 SEP -1 PM 2:54
BK MS 785A Pg 623-632
GLADYS M. DAVIS
CLERK & RECORDER
PROPERTY
[Signature]

LOVELACE HEIGHTS ADDITION

65 72798

NEWPORT INDUSTRIAL PARK WEST - UNIT 2

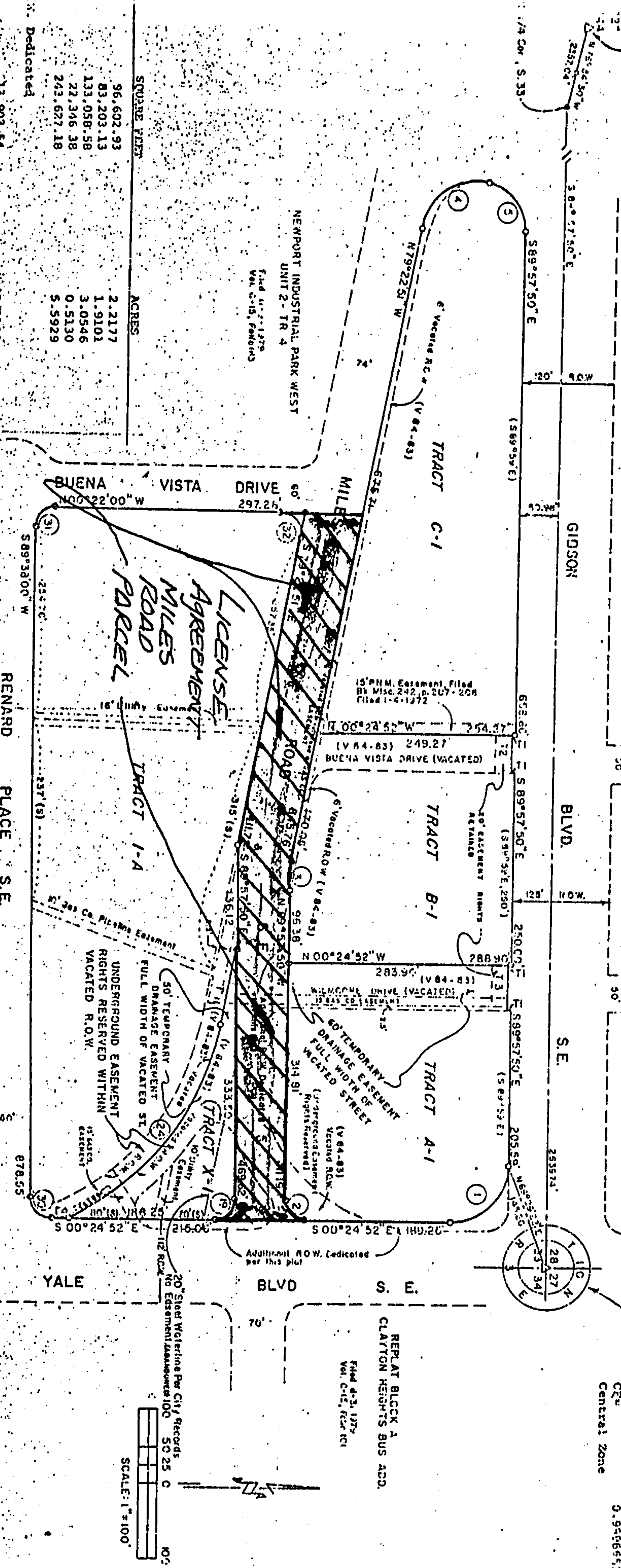
BEARING	DISTANCE
N00°24'52"W	5.00'
S89°57'50"E	50.00'
S89°57'50"E	60.00'
S00°24'52"E	26.81'
S79°22'51"E	104.41'

ALBUQUERQUE, N.M.
March 1985

CLAYTON HEIGHTS SUBD.

FILED 10-15-1947

ACS, 1-M6
X= 1,473,695.42
Y= 369,843.53
Elev. 5,159.85
Date 12-49
CR= 0.955653
Central Zone



SQUARE FEET	ACRES
96,602.93	2.2177
83,203.13	1.9101
133,058.58	3.0546
22,346.38	0.5130
242,627.18	5.5929
Dedicated	
11,903.54	0.3192
20,500.57	0.4706
13,719.94	0.3150
4,655.56	0.1069
11,278.76	0.2589
13,210.55	0.3033

NOTES

Record data (when applicable) shown in parenthesis if different from measured or calculated data. The South and West boundaries of Tract 1-A were not field surveyed. EASEMENT LOCATION DIMENSIONS FOLLOWED BY (S) WERE SCALED FROM PLAT OF RECORD.
Vacated R.O.W. indicated is "Vacated by this plat as per Ordinance 661-83."

SURVEYOR'S CERTIFICATE

I, Gordon J. Douglas, duly registered Professional Surveyor under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my direct supervision, that said plat meets the minimum requirements of the Albuquerque Subdivision Ordinance, shows all easements of record, and is true and correct to the best of my knowledge and belief.

Gordon J. Douglas
7-25-85

State of New Mexico S.S.
County of Bernalillo

On this day of July, 1985, the foregoing instrument was acknowledged before me by Gordon J. Douglas.
Notary Public
SHEET 2 OF 2
Gordon J. Douglas

ISSUE DATE (MM/DD/YY)

Manuel Lujan Insurance, Inc.
P.O. Box 3727

Albuquerque, NM. 87190

SUB-CODE

United Systems Auto Park DBA
Express Airport Parking
2121 Yale SE
Albuquerque, NM 87106

Albuquerque, NM 87106

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

ALL LIMITS IN THOUSANDS

Director of Risk Management
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

P.O. Box 1293

Albuquerque, NM 87103

EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL ~~REPAY THE PRINCIPAL~~

MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NEEDED TO THE

LEFT, BUYER FOR ANALYSIS OF WINNER STARTUP POSITIONS TO THE

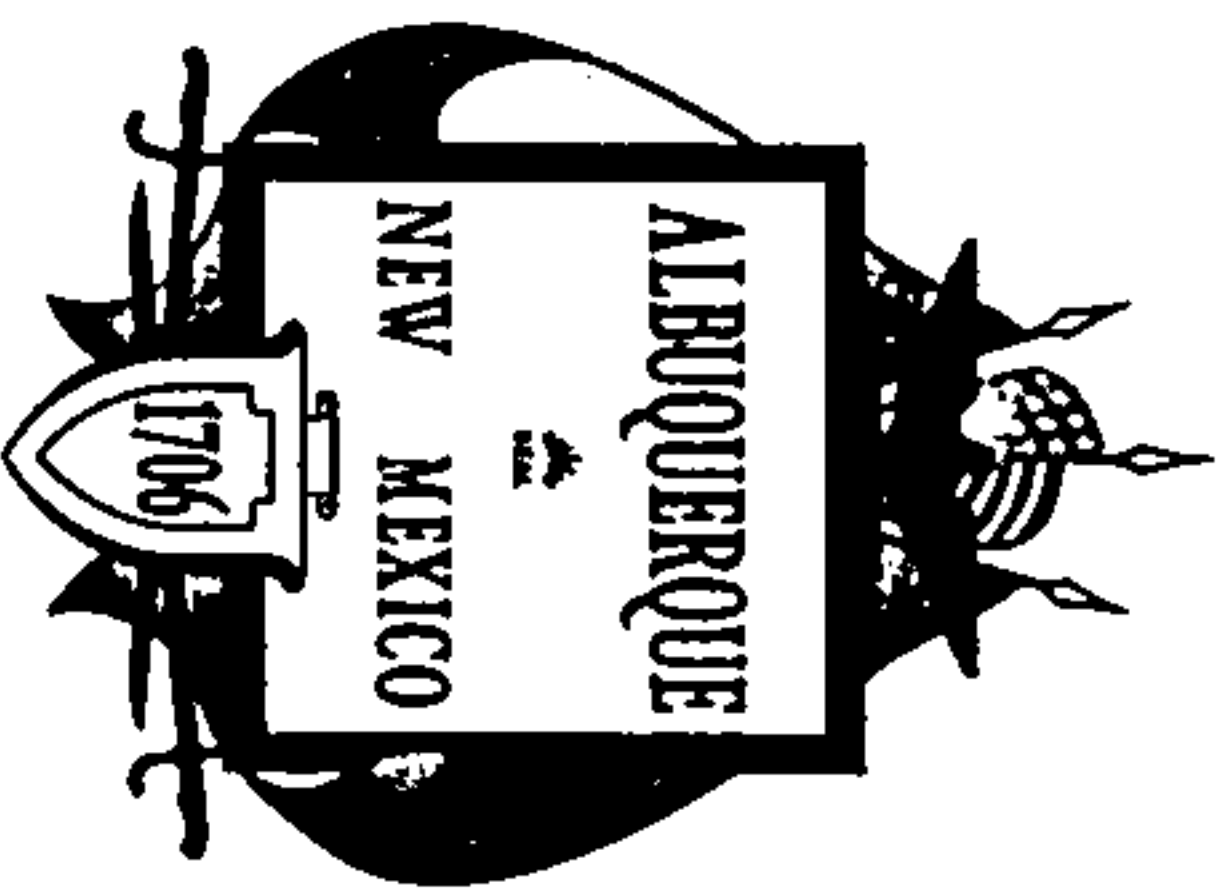
XABBYTDOZKXNYUNOZYUONITHECOZOTDPAWXXOSNGBFMSOFBEPRESENTONINSEY

~~AUTHORIZED REPRESENTATIVE~~

~~WANDER LIJAN INSURANCE~~

ACORD 25-S (3/88)

©ACCORD CORPORATION 1988



City of Albuquerque

March 29, 2000

John M. Mackenzie, P.E.
Ms. Amy L. Driscoll
Mark Goodwin & Associates, P.A.
P.O. Box 90606
Albuquerque, NM 87199

RE: GRADING & DRAINAGE PLAN FOR C & W AIRPORT PARKING (M-
15/D021) ENGINEERS STAMP DATED 3/21/00 SUBMITTED FOR BUILDING
PERMIT APPROVAL

Dear Mr. Mackenzie,

Based upon the information provided in your March 21, 2000, submittal, the project referred to above is approved for Building Permit. Please attach a copy of this approved plan to the construction sets prior to sign-off by Hydrology.

Prior to release of the Certificate of Occupancy, an Engineer Certification, per the DPM checklist, will be required.

If you have any questions, please call me at 924-3988.

Sincerely,

Stuart Reeder, P.E.

Stuart Reeder, P.E.
Hydrology Division

xc: Whitney Reierson
File

DRAINAGE INFORMATION SHEET

PROJECT TITLE:	C & W Airport Parking	ZONE ATLAS#:	M-15
DRB#:		EPC #	
LEGAL DESCRIPTION:	Tracts A-1A, B-1 and C-1 of Lovelace Heights Addition		
CITY ADDRESS:	Southeast corner of Gibson Blvd and Yale Blvd.		
ENGINEERING FIRM:	Mark Goodwin & Associates, PA	CONTACT:	Amy Driscoll
ADDRESS:	P.O. Box 90606, Albuquerque, NM 87199	PHONE:	828-2200
OWNER:	On-Time Park and Fly	CONTACT:	Rex Wilson
ADDRESS:	2121 Yale SE	PHONE:	450-2395
ARCHITECT:	N/A	CONTACT:	
ADDRESS:		PHONE:	
SURVEYOR:	Surv-Tek	CONTACT:	Gary Hugg
ADDRESS:	5643 Paradise Blvd 87114	PHONE:	897-3366
CONTACTOR:	N/A	CONTACT:	
ADDRESS:		PHONE:	

TYPE OF SUBMITTAL:

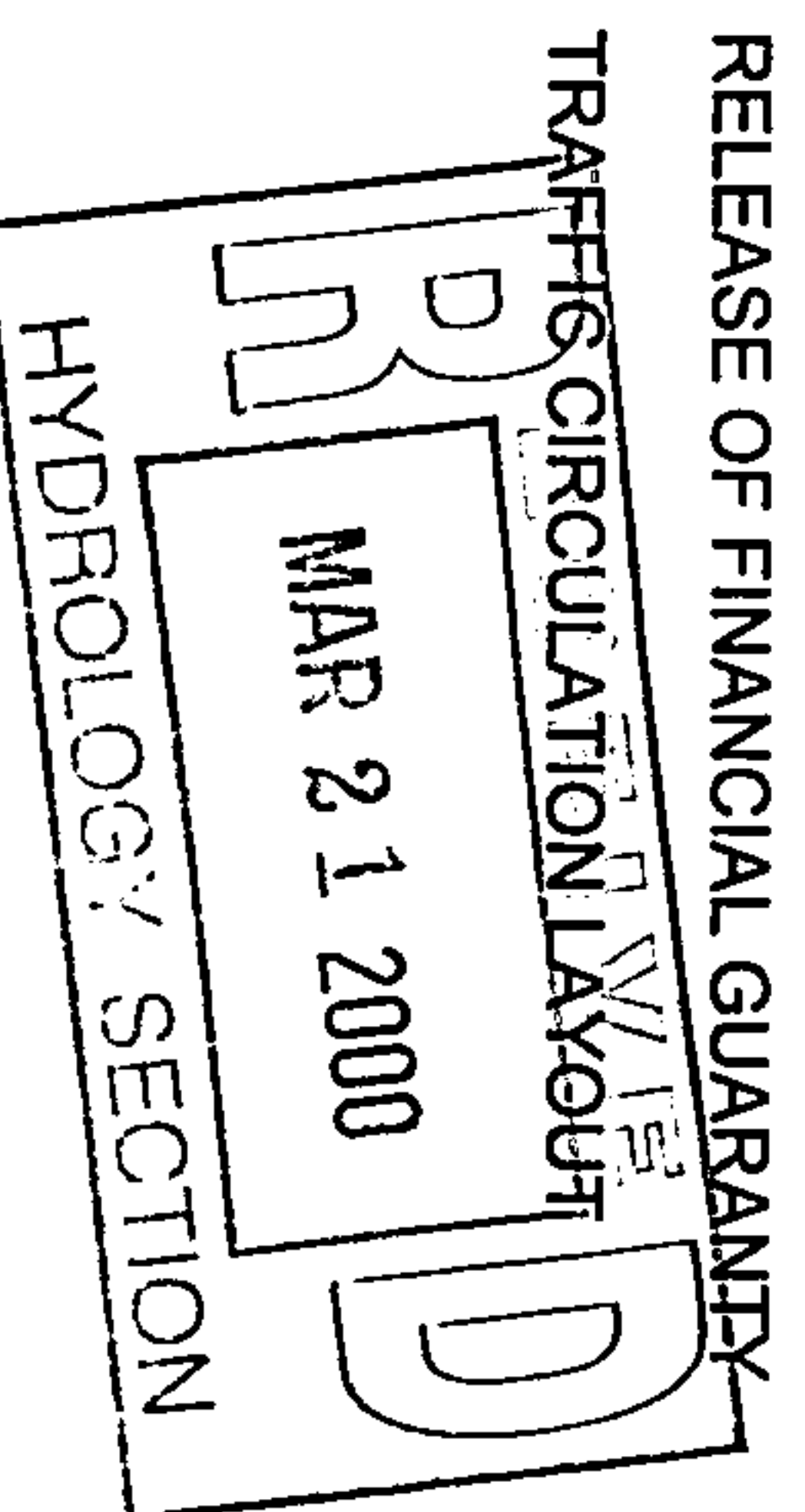
CHECK TYPE OF APPROVAL SOUGHT:

DRAINAGE REPORT		SKETCH PLAT APPROVAL
X DRAINAGE PLAN		PRELIMINARY PLAT APPROVAL
CONCEPTUAL GRADING & DRAINAGE PLAN		S. DEV. PLAN FOR SUB'D APPROVAL
X GRADING PLAN		S. DEV. PLAN FOR BLDG PERMIT APPROVAL
EROSION CONTROL		SECTOR PLAN APPROVAL
ENGINEER'S CERTIFICATION		FINAL PLAT APPROVAL
OTHER		FOUNDATION PERMIT APPROVAL
EASEMENT VACATION		X BUILDING PERMIT APPROVAL
PRE-DESIGN MEETING:		CERTIFICATION OF OCCUPANCY APPROVAL
YES		GRADING PERMIT APPROVAL
X NO		PAVING PERMIT APPROVAL
COPY PROVIDED		S.A.D. DRAINAGE REPORT
		DRAINAGE REQUIREMENTS
		OTHER

DATE SUBMITTED:

BY:

Amy L. Driscoll
Amy L. Driscoll



Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539

e-mail: dmg@swcp.com

64

Hydrology

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings
 - ☐ Prints
 - ☐ Plans
 - ☐ Samples
 - ☐ Specifications
 - ☐ Copy of letter
 - ☐ Change order
 - ☐ _____

[illegible]

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
- ☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
- ☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
- ☐ For review and comment ☐ _____
- ☐ FOR BIDS DUE _____ 19 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

RECEIVED
MAR 21 2000
HYDROLOGY SECTION

COPY TO

SIGNED:

2.
If enclosures are not as noted, kindly notify us at once.