

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

May 27, 2020

Jeffery Wooten, P.E.
Wooten Engineering
1005 21st St SE, Suite A5
Rio Rancho, NM 87124

RE: **Chipotle**
4331 San Mateo NE
Grading Plan Stamp Date: 5/11/20
Hydrology File: G17D032

Dear Mr. Wooten:

Based on the submittal received on 5/11/20, this project is approved for building permit and SO-19 permit.

PO Box 1293

Prior to Certificate of Occupancy (For Information):

Albuquerque

1. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision is required.*

NM 87103

2. The sidewalk culvert must be inspected and approved by Storm Drain Maintenance (Augie Armijo at (505) 857-8607).

www.cabq.gov

3. A Bernalillo County Recorded [Drainage Covenant \(No Public Easement\)](#) is required for the stormwater pond. The original notarized form, exhibit A (legible on 8.5x11 paper), and recording fee (\$25, payable to Bernalillo County) must be turned into DRC (4th, Plaza del Sol) for routing. Please contact Charlotte LaBadie (clabadie@cabq.gov, 924-3996) regarding the routing and recording process for covenants. The routing and recording process for covenants can take a month or longer; Hydrology recommends beginning this process as soon as possible as to not delay approval for certificate of occupancy.

CITY OF ALBUQUERQUE

Planning Department
Brennon Williams, Director



Mayor Timothy M. Keller

If you have any questions, please contact me at 924-3986 or earmijo@cabq.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ernest Armijo', is written over a faint, light-colored background that looks like a piece of paper or a stamp.

Ernest Armijo, P.E.
Principal Engineer, Planning Dept.
Development Review Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 11-2018)

Project Title: Chipotle **Building Permit #:** _____ **Hydrology File #:** G17/D032
DRB#: _____ **EPC#:** _____ **Work Order#:** _____
Legal Description: Lot P-1, Block A, Vista Grande Addition
City Address: 4331 San Mateo Blvd NE, Albuquerque, NM 87110

Applicant: Wooten Engineering **Contact:** Jeffrey T. Wooten, P.E.
Address: 1005 21st Street SE, Suite 13, Rio Rancho, NM 87124
Phone#: 505-980-3560 **Fax#:** N/A **E-mail:** jeffwooten.pe@gmail.com

Owner: _____ **Contact:** _____
Address: _____
Phone#: _____ **Fax#:** _____ **E-mail:** _____

TYPE OF SUBMITTAL: _____ PLAT (____ # OF LOTS) _____ RESIDENCE _____ DRB SITE ☒ ADMIN SITE

IS THIS A RESUBMITTAL?: ☒ Yes _____ No

DEPARTMENT: _____ TRAFFIC/ TRANSPORTATION ☒ HYDROLOGY/ DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☐ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☒ GRADING PLAN
- ☐ DRAINAGE MASTER PLAN
- ☐ DRAINAGE REPORT
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

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

DATE SUBMITTED: May 11, 2020 **By:** Jeffrey T. Wooten, P.E.

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____



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with Chipotle Mexican Grill Inc..



CHIPOTLE MEXICAN GRILL, INC
PO BOX 182566
COLUMBUS, OH 43218-2566
(614) 318-2400
www.chipotle.com

San Mateo & Montgomery

Store No. 3578

4331 San Mateo Blvd NE
Albuquerque, NM 87110

Issue Record:
8/22/19 Permit Set

Revisions:	
04/13/20	City Comments
05/11/20	Rev Trash Enclosure

DDG Project No. 01501

Grading Plan

C
200



VICINITY MAP - Zone Map G-17-Z

Legal Description:

Lot lettered "P-1" in Block "A", Vista Grande Addition,
to the City of Albuquerque, NM, situate in Section 2,
Township 10 North, Range 3 East, NM Principal Meridian,
Bernalillo County, NM.

BENCHMARK:

REF. TBM ALONG MONTGOMERY PER PLAN. PK NAIL WITH ALUMINUM DISK
STAMPED "SURVTEK" ELEV = 5200.95'.



FIRM MAP 35001C0139G

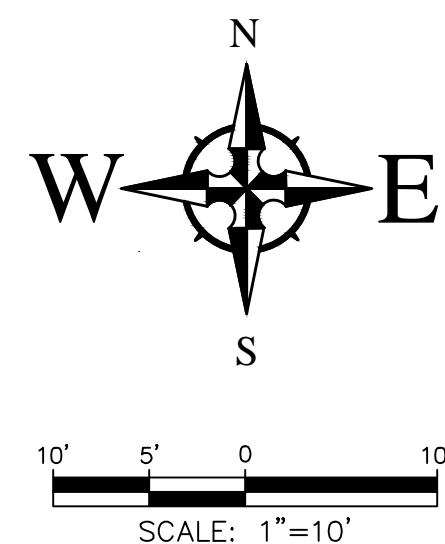
Per FIRM Map 35001C0139G, dated September 26, 20008, the northern portion of the site along the Montgomery Blvd is located in Zone 'AO' (Depth 1') The remainder of the site is not located in the Floodplain and determined to be outside the 0.2% chance Annual Floodplain.'

GRADING NOTES

4. AS PROVIDED HEREIN, GRADING SHALL BE PERFORMED AT THE ELEVATIONS AND IN ACCORDANCE WITH THE DETAILS SHOWN ON THIS PLAN.
5. THE COST FOR REQUIRED CONSTRUCTION STUMP AND EROSION CONTROL MEASURES SHALL BE INCIDENTAL TO THE PROJECT COST.
6. ALL WORK RELATIVE TO FOUNDATION CONSTRUCTION, SITE PREPARATION, AND EROSION INSTALLATION AS SHOWN ON THIS PLAN, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "GEOTECHNICAL INVESTIGATION," AS PROVIDED BY THE ARCHITECT OR OWNER. ALL OTHER WORK SHALL, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREON, BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT, FIRST PRIORITY SPECIFICATIONS, AND/OR THE CITY OF ALBUQUERQUE (COA) STANDARD SPECIFICATIONS FOR PUBLIC WORKS (SECOND PRIORITY).
7. EARTH SLOPES SHALL NOT EXCEED 3 HORIZONTAL TO 1 VERTICAL UNLESS SHOWN OTHERWISE.
8. IT IS THE INTENT OF THESE PLANS THAT THIS CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE OF THE PROPERTY BOUNDARIES EXCEPT AS REQUIRED BY THIS PLAN.
9. THE CONTRACTOR IS TO ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHT-OF-WAY. THIS SHOULD BE ACHIEVED BY CONSTRUCTING TEMPORARY BERMS OR SILT FENCE AT THE PROPERTY LINES AND NETTING THE SOIL TO PROTECT IT FROM WIND EROSION.
10. A DISPOSAL SITE FOR ANY & ALL EXCESS EXCAVATION MATERIAL, AND UNSUITABLE MATERIAL AND/OR A BORROW SITE CONTAINING ACCEPTABLE FILL MATERIAL SHALL BE OBTAINED BY THE CONTRACTOR IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND APPROVED BY THE OBSERVER. THE COSTS INCURRED IN OBTAINING A DISPOSAL OR BORROW SITE AND HAUL TO OR FROM SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT SHALL BE MADE.
11. PAVING AND ROADWAY GRADES SHALL BE $\pm 0.05'$ FROM PLAN ELEVATIONS. PAD ELEVATION SHALL BE $\pm 0.05'$ FROM BUILDING PLAN ELEVATION.
12. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT TOP OF PAVEMENT ELEVATIONS IN THE PARKING AREA AND MUST BE ADJUSTED FOR PAVEMENT, MEDIANS, AND ISLANDS.
13. VERIFY ALL ELEVATIONS SHOWN ON PLAN FROM BASIS OF ELEVATION CONTROL STATION (IF APPLICABLE) PRIOR TO BEGINNING CONSTRUCTION.
14. THE CONTRACTOR SHALL PROVIDE THE SWPPP DOCUMENT (IF NECESSARY) AND SHALL ABIDE BY ALL LOCAL, STATE, AND FEDERAL LAWS, RULES AND REGULATIONS WHICH APPLY TO THE CONSTRUCTION OF THESE PROJECTS INCLUDING EPA REQUIREMENTS WITH RESPECT TO STORM WATER DISCHARGE.




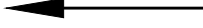
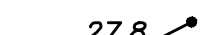
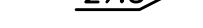


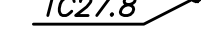
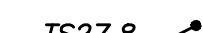
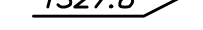

Wooten Engineering
1005 21st St SE, Suite 13
Rio Rancho, N.M. 87124
Phone: (505) 980-3560



CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING TRUE OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

LEGEND

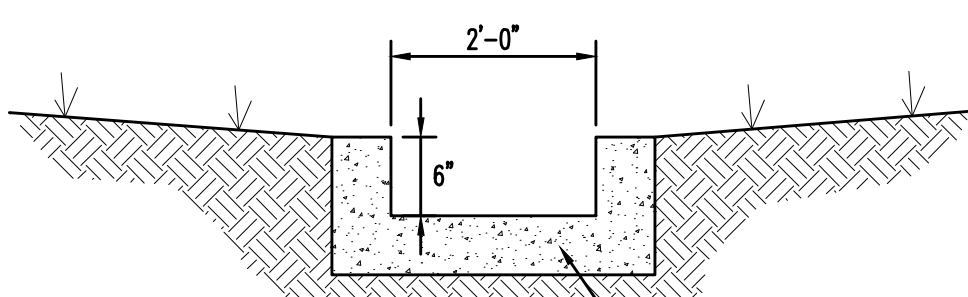
- | | |
|---|---------------------------------------|
|  | FLOW ARROW |
|  | PROPOSED TOP OF GRADE/PVMT ELEVATIONS |
|  | PROPOSED FLOW LINE/GUTTER ELEVATIONS |
|  | PROPOSED TOP OF CURB ELEVATIONS |
|  | PROPOSED TOP OF SIDEWALK ELEVATION |
|  | FINISHED GRADE AT TOP OF WALL |
|  | FINISHED GRADE AT BOTTOM OF WALL |
|  | EXISTING CONTOUR |
|  | PROPOSED CONTOUR |
|  | EXISTING STORM DRAIN |

Private Drainage Facilities within City Right-of-Way
Notice to Contractor
(Special Order 19 ~ "SO-19")

1. An excavation permit will be required before beginning any work within City Right-Of-Way.
2. All work on this project shall be performed in accordance with applicable federal, state and local laws, rules and regulations concerning construction safety and health.
3. Two working days prior to any excavation, the contractor must contact **New Mexico One Call, dial "811"** (or (505) 260-1990) for the location of existing utilities.
4. Prior to construction, the contractor shall excavate and verify the locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
5. Backfill compaction shall be according to traffic/street use.
6. Maintenance of the facility shall be the responsibility of the owner of the property being served.
7. Work on arterial streets may be required on a 24-hour basis.
8. Contractor must contact Augie Armijo at (505) 857-8507 and Construction Coordination at 924-3416 to schedule an inspection.

CITY INSPECTOR APPROVAL

Signature
Date

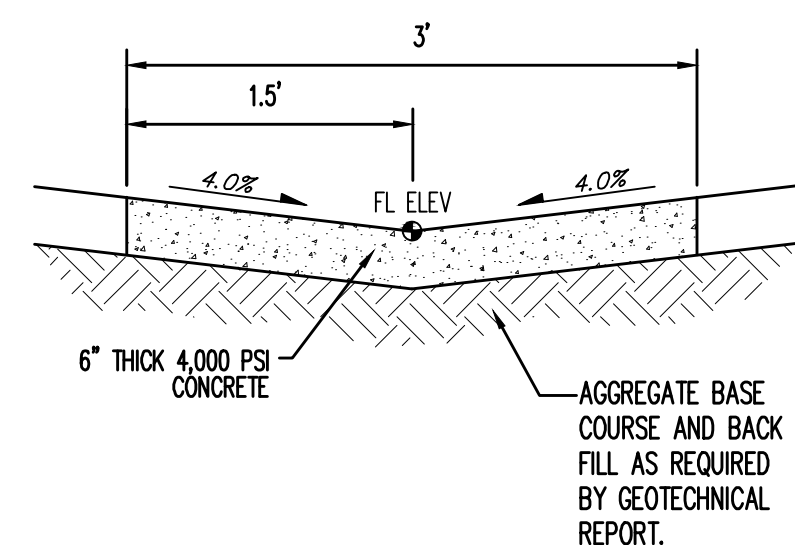


Backfill Compacted to 98%
Modified Proctor Density
per ASTM D-698

Min 3,500 psi Concrete;
6" Thickness

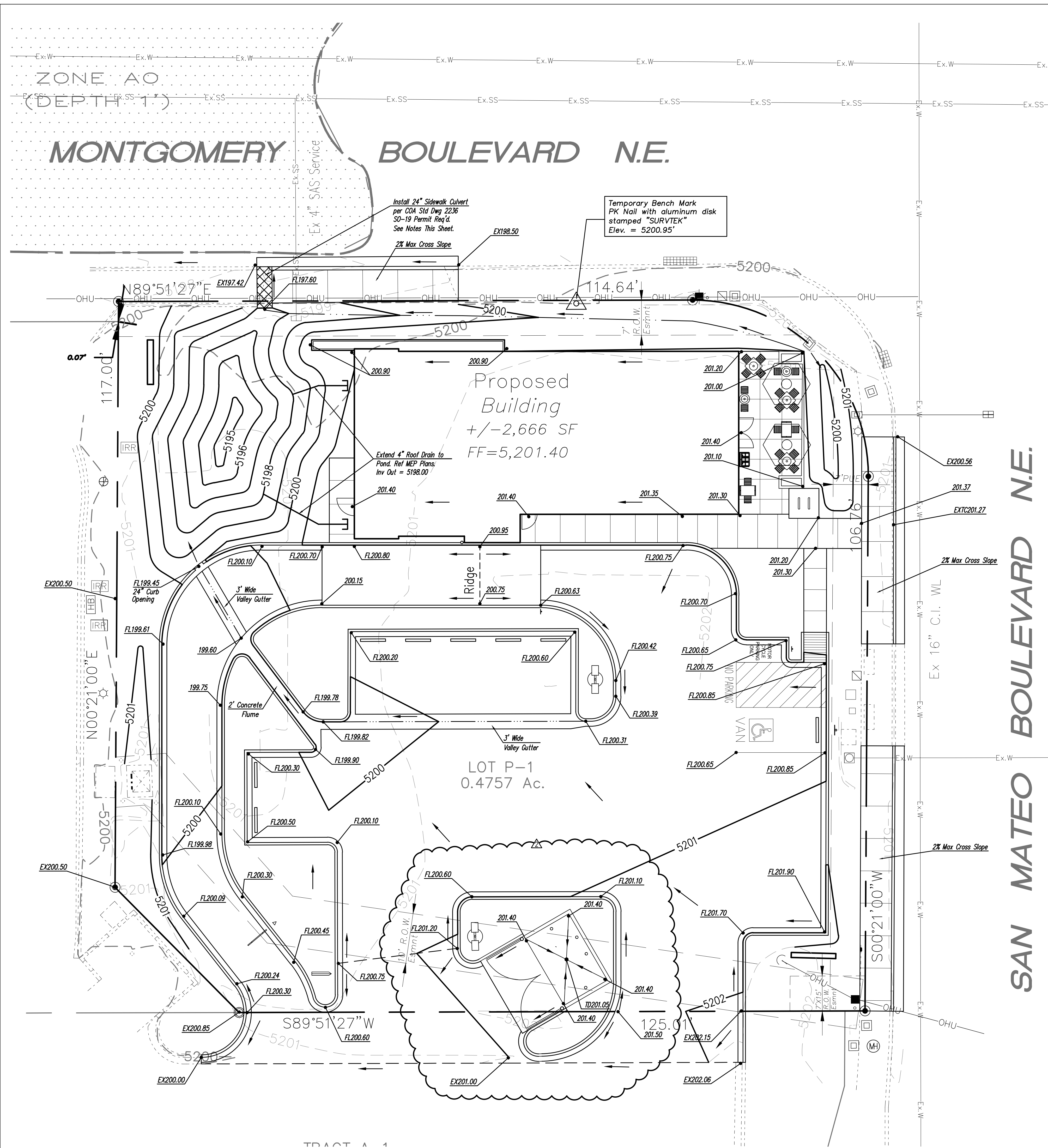
2' Concrete Flume Detail

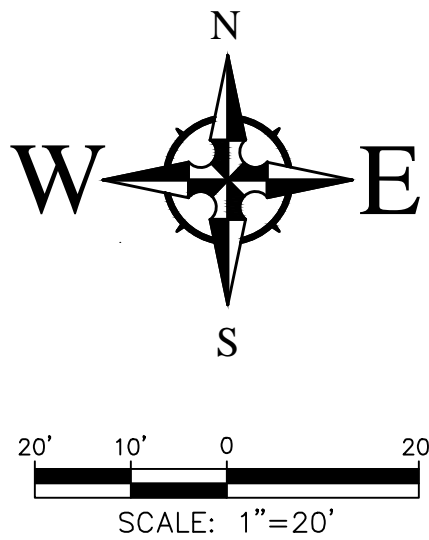
NTS



Valley Gutter Detail

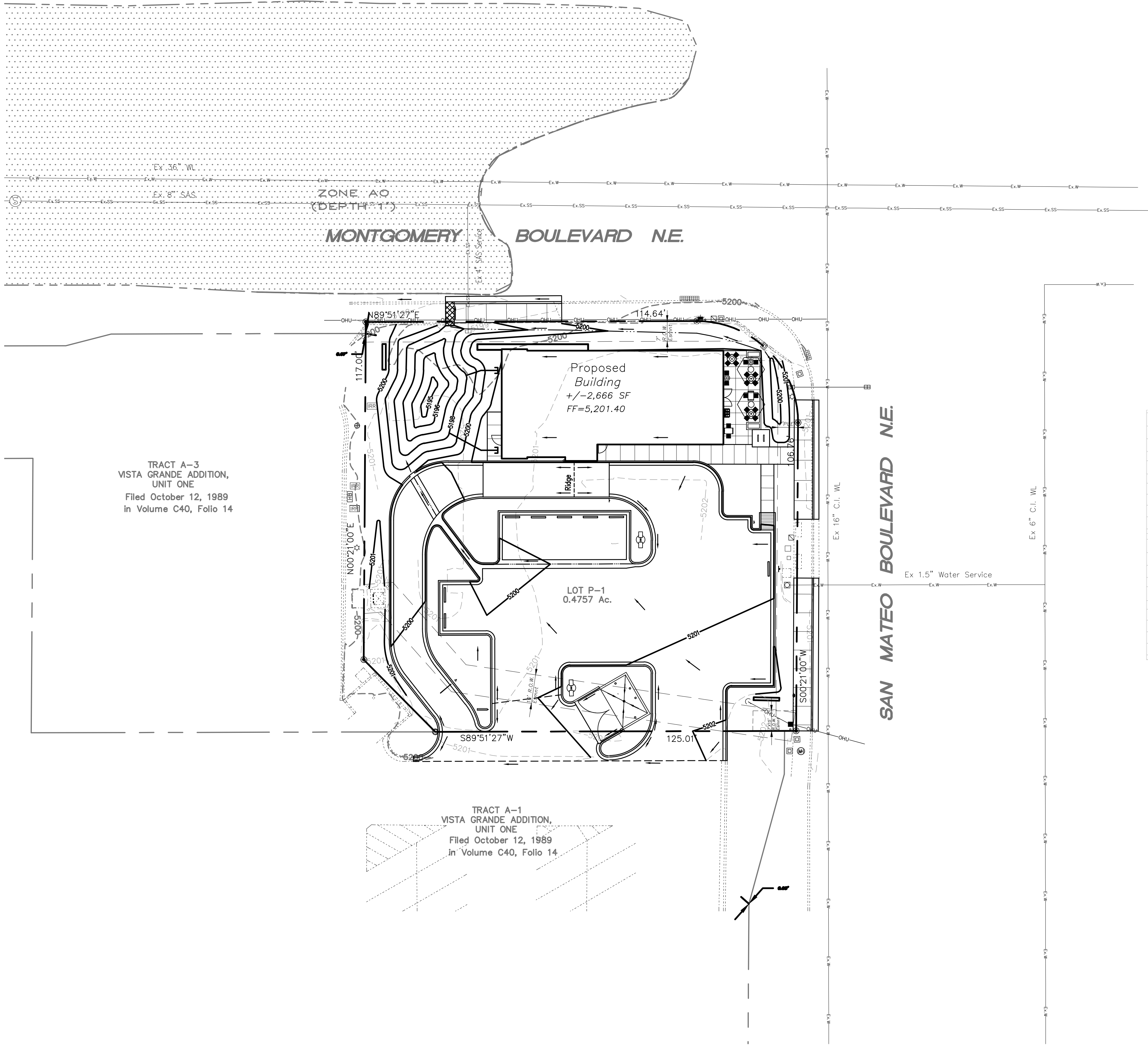
NTS





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DRAINAGE MANAGEMENT PLAN

INTRODUCTION

The purpose of this submittal is to provide a grading plan and drainage management plan for the development of Lot P-1, Block A, Vista Grande Addition. The site is located at 4331 San Mateo Blvd NE (SWC of Montgomery and San Mateo) in Albuquerque, NM. The site contains approximately 0.476 acres. The proposed development consists of a new Chipotle restaurant building with the associated parking lot and landscaping. The current City Drainage File Number is G17/D032 and the plan for the Phillips 66 Gas Station was prepared by Jeffrey G. Mortensen, P.E. on 1/4/1988. According to this submittal, the entire site is to drain from southeast to northwest and discharge into Montgomery Blvd. The site currently has free discharge.

EXISTING HYDROLOGIC CONDITIONS

The existing gas station currently slopes from southeast to northwest and surface discharges out of the driveway and onto Montgomery Blvd. Reference the Drainage Calculations Table this sheet.

PROPOSED HYDROLOGIC CONDITIONS

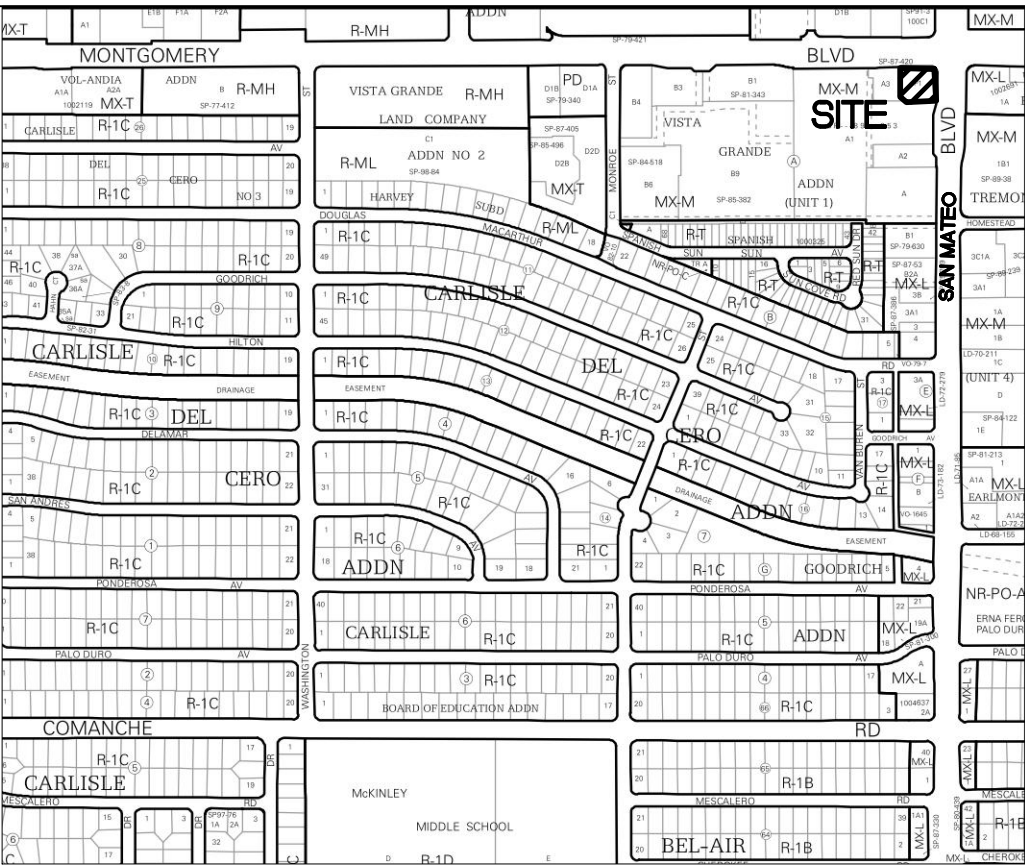
The site will continue to surface drain from southeast to northwest via the parking lot / valley gutters and into a new stormwater quality pond located on the west side of the new building. This pond will overflow through a 24" Sidewalk Culvert and into Montgomery. Reference the Drainage Calculations Table this sheet. Also refer to the Stormwater Quality Volume Calculations. The impervious area on site is being reduced below that of existing conditions.

FIRST FLUSH CALCULATIONS

Per the Impervious Area and Water Harvesting Pond Calculations tables on the prior Floor and Decor Drainage Management Plan, the site is required to provide Water Quality Ponding to contain 320 CF. The volume contained in the Stormwater Quality Pond is 708 CF. The total stormwater quality ponding provided is greater than that required.

CONCLUSION

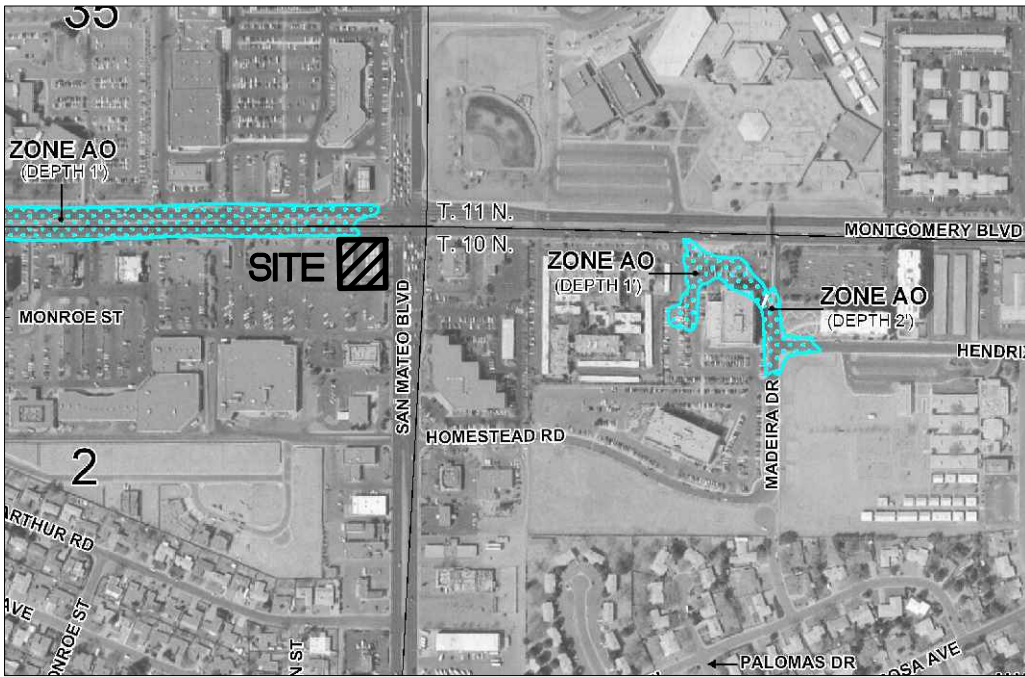
This drainage management plan provides for grading and drainage elements which are capable of safely passing the 100 year storm, contains the required Stormwater Quality Volume from the site, and meets city requirements. The proposed improvements for the site should not have any negative impacts to facilities downstream. With this submittal, we are requesting grading permit and building permit approval.



VICINITY MAP - Zone Map G-17-Z

Legal Description:

Lot lettered "P-1" in Block "A", Vista Grande Addition, to the City of Albuquerque, NM, situate in Section 2, Township 10 North, Range 3 East, NM Principal Meridian, Bernalillo County, NM.



FIRM MAP 35001C0139G

Per FIRM Map 35001C0139G, dated September 26, 2008, the northern portion of the site along the Montgomery Blvd is located in Zone 'AO' (Depth 1'). The remainder of the site is not located in the Floodplain and determined to be outside the 0.2% chance Annual Floodplain.

Existing Drainage Calculations										
This table is based on the COA DPM Section 22.2, Zone: 2										
BASIN	Area (SQ. FT.)	Area (AC.)	Land Treatment Percentages				Q(100) (cfs/ac.)	Q(100) (CFS)	WTE (inches)	V(100) ₅₀₀ (CF)
			A	B	C	D				V(100) ₁₄₄₀ (CF)
SITE	20720	0.48	0.0%	0.0%	17.0%	83.0%	4.43	2.11	1.95	3370
TOTAL	20720	0.48						2.11		3370

Proposed Drainage Calculations										
Ultimate Development Conditions Basin Data Table										
This table is based on the COA DPM Section 22.2, Zone: 2										
BASIN	Area (SQ. FT.)	Area (AC.)	Land Treatment Percentages				Q(100) (cfs/ac.)	Q(100) (CFS)	WTE (inches)	V(100) ₅₀₀ (CF)
			A	B	C	D				V(100) ₁₄₄₀ (CF)
SITE	20720	0.48	0.0%	0.0%	28.0%	72.0%	4.26	2.03	1.84	3182
TOTAL	20720	0.48						2.03		3182

IMPERVIOUS AREA CALCULATIONS

PROPOSED SITE CONDITIONS

TOTAL SITE AREA: 20,720 SF
PERVIOUS AREA: 5,936 SF (28.6%)
IMPERVIOUS AREA: 14,784 SF (71.4%)

STORMWATER QUALITY POND CALCULATIONS

BASIN 'SITE'

TOTAL NEW IMPERVIOUS AREA = 14,784 SF
SWQ VOLUME REQ'D = 14,784 * 0.26" / 12 = **320 CF**
TOTAL VOLUME PROVIDED = **708 CF**

SIDEWALK CULVERT CALCULATION

WEIR EQUATION
 $Q = C * L * (H^{1.5})$

Given:
C = 2.87 (Weir Coefficient)
L = 2 feet (Width of Flow)
H = 0.67 feet (Depth of Flow)

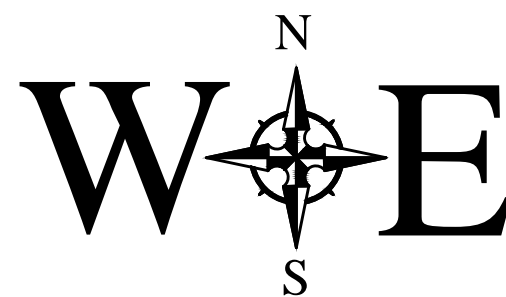
$Q = 2.87 * 2 * (0.67^{1.5})$
 $Q = 2.87 * 2 * 0.55$
Qcap = 3.15 cfs

Qreqd = 2.03cfs CHECK

Stormwater Quality Pond Volume Calculations

Elevation (ft) Area (sq.ft) Volume (cu-ft) Volume Sum (cu-ft)

BASIN A-1			
5195.0	30	0.0	0.0
5196.0	182	106.0	106.0
5197.0	412	297.0	403.0
5197.6	604	304.8	707.8



Wooten Engineering
1005 21st St SE, Suite 13
Rio Rancho, N.M. 87124
Phone: (505) 980-3560

DUNGAN
DESIGN
GROUP

8826 Santa Fe Drive, Suite 30
Overland Park, KS 66212
913-341-2466



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COLUMBUS, OH 43218-2566
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Store No. 3578

4331 San Mateo Blvd NE
Albuquerque, NM 87110

Issue Record:

8/22/19 Permit Set

Revisions:

04/13/20 City Comments
05/11/20 Rev. Trash Enclosure

DDG Project No. 01501

Drainage Management Plan

C
201

RECORDING REQUESTED AND
WHEN RECORDED RETURN TO:

United Supermarkets, L.L.C.
250 Parkcenter Blvd.
Boise, ID 83706
Attn: Legal Department (#904)

(Space above this line for recorder's use only)

#904 - Albuquerque, NM

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made and entered into this 26 day of May, 2020 by and between **Red Shamrock 12, LLC**, a New Mexico limited liability company ("**Shamrock**") and **United Supermarkets, L.L.C.**, a Texas limited liability company ("**United**"). United and Shamrock, together with their respective successors and assigns, are hereinafter sometimes referred to each as an "**Owner**" and collectively "**Owners**".

Recitals:

A. United is the owner of that certain real property situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described in Schedule I attached hereto and incorporated herein by this reference (the "**Supermarket Parcel**"). The Supermarket Parcel is also shown on Exhibit A, which exhibit is attached hereto and made a part hereof.

B. Shamrock is the owner of that certain real property situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, more particularly described in Schedule II attached hereto and incorporated herein by this reference (the "**Outparcel**"; the Supermarket Parcel and the Outparcel are hereinafter sometimes referred to each as a "**Parcel**" and collectively "**Parcels**"). The Outparcel is also shown on Exhibit A.

C. United and Shamrock desire to provide for certain rights of the Owners, grant of a non-exclusive vehicular access easement and to impose certain restrictions upon the Outparcel for the benefit of the Supermarket Parcel and the present and future owners thereof, on the terms and conditions hereinafter set forth.

D. The provisions of this Declaration shall be for the exclusive benefit of the Supermarket Parcel and the Outparcel and may not be enforced by the owner or occupant of any other property or enforced for the benefit of any other property.

Agreements:

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, United and Shamrock agree as follows:

1. BUILDING

1.1 Supermarket Building Location. All buildings and other structures located on the Supermarket Parcel may be reconfigured, relocated, expanded, reduced or otherwise modified, and additional buildings placed or constructed, anywhere on the Supermarket Parcel as determined by the Owner of the Supermarket Parcel in its sole and absolute discretion. Not more than one (1) building (which may include a shade structure for a patio) may be located on the Outparcel.

1.2 Parking. At all times, the Outparcel shall contain the number of parking spaces required by law (less any applicable parking credit allowed by the City of Albuquerque) for the building on the Outparcel and the proposed use thereof, without regard to the availability, if any, of parking on other Parcels. No rights to park on the Supermarket Parcel are granted under this Declaration for any purpose. Furthermore, employees of the businesses operated on the Outparcel are not granted rights to park on the Supermarket Parcel.

1.3 Construction Requirements. All staging for the Work including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to the Outparcel unless otherwise approved in writing by the Owner of the Supermarket Parcel.

2. EASEMENTS.

2.1 New Access Easement. The Owner of the Supermarket Parcel hereby grants to, for the benefit of, the Owner of the Outparcel, and its heirs, successors and assigns (including the tenants, and their agents, employees, guests and business invitees) a non-exclusive vehicular access easement (but not for parking) over and across that portion of Supermarket Parcel shown as "New Access Easement" on the attached **Exhibit A**. The New Access Easement shall be granted for the term of this Declaration and shall be subject to the Recorded Documents and the rights of the Owner of the Supermarket Parcel (including its employees, tenants, customers and invitees) to use and maintain the New Access Easement in any manner it so desires, so long as it does not materially block or interfere with the vehicular access to the Outparcel (provided that the temporary closure of the New Access Easement area may be required for reasonable maintenance and/or repair provided that written notice is provided to both parties at least 10 business days prior to the temporary closure and that the parties diligently complete the reasonable maintenance and/or repair in a timely manner so as to avoid any closures that may take place for the building located upon the Outparcel). The right for the Owner of the Outparcel, or its employees, customers, invitees or otherwise, to park on the Supermarket Parcel, is not granted under this Declaration.

2.2 Maintenance Easement. The Owner of the Outparcel and the Owner of the Supermarket Parcel mutually grant to each other, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the mutual benefit of the Owner of the Outparcel and the Owner of the Supermarket Parcel, a nonexclusive perpetual easement over and across that portion of the New Easement Area located on the grantors'

Parcel for the purpose of protecting the New Easement Area and operating or performing any maintenance, repairs, resurfacing or replacements pursuant to this Declaration.

2.3 Maintenance of Trash Enclosure. The Owner of the Outparcel and the Owner of the Supermarket Parcel mutually agree that the Owner of the Outparcel shall be responsible for any repairs to the asphalt located on the Supermarket Parcel as a result of damage caused upon the Supermarket Parcel from the use of the Trash Enclosure located on the Outparcel as shown on Exhibit A. In the event that the Owner of the Supermarket Parcel determines that such repairs are necessary or reasonably desirable, it shall make written demand upon the Owner of the Outparcel to submit plans and specifications to the Owner of the Supermarket Parcel for approval, and upon such approval, the Owner of the Outparcel shall expeditiously perform such repairs. All such repairs shall be completed by and at the sole cost and expense of the Owner of the Outparcel within thirty (30) days of plan approval by the Owner of the Supermarket Parcel. Under no circumstance shall any liens for labor or materials be recorded or levied against the Supermarket Parcel for such repairs by the Owner of the Outparcel. If the Owner of the Outparcel fails to repair the asphalt as required hereunder in Section 2.3, the Owner of the Supermarket Parcel, may complete all or a portion of such asphalt repair work as is necessary, in which event the Owner of the Outparcel shall pay to the Owner of the Supermarket Parcel, all sums expended by Owner of the Supermarket Parcel to complete such work, plus interest thereon (at 1.5% per month, 18% per annum) commencing from the date that the Owner of the Supermarket Parcel incurs such expense until repayment ("Self-Help Remedy"). Reimbursement of the costs of such asphalt repair work shall be paid by the Owner of the Outparcel within thirty (30) days after the Owner of the Supermarket Parcel has provided the other Owner of the Outparcel with reasonable evidence of the amounts incurred in connection with such work. In the event, that the Owner of the Outparcel fails to reimburse the Owner of the Supermarket Parcel within the 30 day period, the Owner of the Supermarket Parcel may also file a lien against the Outparcel until such reimbursement (plus accrued interest) is paid in full.

3. RESTRICTIONS.

3.1 Grocery and Drug Restrictions. The Outparcel shall not be used or occupied (a) as a supermarket (which shall be defined as any store or department containing more than 500 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), drug store, or any combination thereof; (b) as a bakery or delicatessen; (c) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; (d) for the sale of alcoholic beverages for off-premises consumption; (e) as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; (f) for the sale or offer for sale of any pharmaceutical products requiring dispensation through a pharmacy or the services of a registered or licensed pharmacist. The aforesaid restrictions shall not be deemed to prohibit (i) the operation of a convenience store selling non-perishable foods and alcoholic beverages for off-premises consumption, so long as such convenience store is operated in connection with the operation of a retail fuel facility, does not operate a bakery or deli, or sell fresh or frozen meats, fish, poultry or produce, and does not derive more than 25% of their gross sales from the sale of alcoholic beverages or (ii) the operation of a free standing "fast food" restaurant, such as, but not limited to, Chipotle Mexican Grill, Wendy's, McDonald's, Raising Canes, Burger King, Carl's Jr., or Subway Sandwiches with drive-thru. Any drive-thru located on the Outparcel shall be architecturally and aesthetically compatible with the remainder of the shopping center and (ii) the improvements and drive-thru do not impair or obstruct the orderly flow of vehicular traffic

through the Supermarket Parcel, provided however the Site Plan for the Outparcel (attached and made a part hereof as Exhibit C) is hereby approved as meeting the requirements contained in Section 3.1 hereinabove).

3.2 Special Use Restrictions. No part of the Outparcel shall be used as a bar, tavern, cocktail lounge; adult book or adult video store; hotel or motel; warehouse; animal kennel; for parking of mobile homes, RVs or trailers or as a mobile home or RV park or trailer court; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial or manufacturing purposes; for any bankruptcy sales or going out of business sales; as a dollar store (which shall be defined as any store primarily devoted to the deep discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as All-a-Dollar, 99 Cents Only, Family dollar, Greenbacks, Dollar General and Big Lots); and for any use which creates a nuisance or materially increases noise, or the emission of dust, odor, smoke, gases, or materially increases fire, explosion or radioactive hazards on any Parcel. The aforesaid restrictions shall not be deemed to prohibit the sale of beer and wine from a Chipotle restaurant (or other restaurant user) upon the Outparcel. It is expressly understood that a Chipotle restaurant does not create a nuisance, as described within Section 3.2 herein.

4. NO RIGHTS IN PUBLIC/THIRD PARTY BENEFICIARIES. Nothing contained in this Declaration shall be construed as creating any rights in the general public or as dedicating for public use any portion of the New Access Easement, the Supermarket Parcel or the Outparcel. This Declaration is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto (provided however, the tenants and subtenants of the Supermarket Parcel and Outparcel may rely upon this Declaration).

5. REMEDIES. In the event of a breach of any of the terms or provisions of this Declaration, and subject to the terms herein, the non-defaulting party shall be entitled to exercise any and all available remedies at law or in equity for full and adequate relief from such breach, which remedies shall be cumulative. In the event of any violation or threatened violation by any person of any of the provisions of this Declaration, any or all of the parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration nor provide by law or equity. Except as expressly provided herein for defaults of the Owner of the Outparcel or Owner of the Supermarket Parcel in no event shall any default or breach under this Declaration entitle the Owner of the Outparcel or Owner of the Supermarket Parcel to seek or to enforce the cancellation, rescission, or termination in whole or in part of this Declaration or of any of the easements or use restrictions herein granted. Upon default under this Declaration by the Owner of the Outparcel, the Owner of the Supermarket Parcel, following thirty (30) days written notice of such default, may, in its sole discretion, pursue the "Self-Help Remedy" articulated in Section 2.3 hereinabove, and/or other remedies at law or equity.

6. TERM. The easements, covenants, conditions, and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the County Recorder where the Parcels are located and shall remain in full force and effect for the longer of: (i) the expiration of the term of the First Amendment and Restatement of Declaration of Restrictions and Grant of Easements originally by and between American Stores Properties, Inc. and Skaggs Properties, Inc. dated June 20, 1990, and recorded June 20, 1990 in Book 90-10, Page 3942, as Document No. 9047467 in the records of Bernalillo County, New Mexico (the "Existing Declaration"); or (ii) March 21, 2073 (the "Primary Term"), unless this

Declaration is modified, amended, canceled, or terminated by the written consent of all then record Owners of the Supermarket Parcel and the Outparcel in accordance with Section 7.3 of this Declaration. Notwithstanding the foregoing, upon the expiration of the Primary Term, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "**Extension Period**") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, any party delivers to the other parties written notice of termination, in which event, the Declaration shall automatically expire at the end of the Primary Term or Extension Period then in effect.

7. MISCELLANEOUS.

7.1 Notices. Any notice to be given by any party under this Declaration shall be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Supermarket Parcel Owner:

United Supermarkets, L.L.C.
250 Parkcenter Blvd.
Boise, Idaho 83706
Attn: Legal Department (#904)

Outparcel Owner:

Red Shamrock 12, LLC
8220 San Pedro NE Suite 500
Albuquerque NM 87113
Tel: 505 998 9094
Attn: Josh Skarsgard

Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

7.2 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Declaration, the prevailing party shall be entitled to recovery from the unsuccessful party its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.3 Amendment. The parties agree that this Declaration may be terminated, modified, or amended only by the written consent of all record Owners of the Supermarket Parcel and the Outparcel. Any such termination, modification, or amendment of this Declaration shall be evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the official records of the County Recorder of the County in which the Parcels are located.

7.4 Consents. Wherever in this Declaration the consent or approval of a party is required, unless otherwise expressly provided in this Declaration, such consent or approval shall not be unreasonably withheld 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 failure of a party to give such

consent or approval, or specific grounds for disapproval, within thirty (30) days following the date such notice is effective in accordance with Section 7.1 of this Declaration shall be deemed to constitute such party's consent or approval to the matter which is the subject of such request.

7.5 No Waiver. No waiver of any default of any obligation by any party to this Declaration shall be implied from any omission by the other party to take any action with respect to such default.

7.6 No Agency. Nothing in this Declaration shall be deemed or construed by any third party or by any third person to create the relationship of principal or agent or of limited or general partners or of joint venturers or of any other association between the Owner of the Supermarket Parcel and the Owner of the Outparcel.

7.7 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth in this Declaration, 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. However, no easement, covenant, condition, restriction, or other right or benefit accruing under this Declaration in favor of any Parcel shall be assignable, transferable, or otherwise delegable to or for the benefit of neighboring real property that is not a Parcel hereunder (for example, the Owner of the Supermarket Parcel shall have no right to assign the easement for vehicular access over the New Easement Area of the Outparcel arising under this Declaration in favor of other real property in the vicinity of Parcels).

7.8 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 the 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 all other parties, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, whereupon the grantor of such property shall be released from such obligations and agreement thereafter arising in respect of such property.

7.9 Severability. Each provision of this Declaration and the application thereof to the Supermarket Parcel and the Outparcel are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained in this Declaration 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 Declaration. In the event of the validity or enforceability of any provision of this Declaration 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.

7.10 Time of Essence. Time is of the essence of this Declaration.

7.11 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties with respect to all matters referred to in this Declaration, and all prior representations, negotiations, and understandings are superseded by this Declaration.

7.12 Estoppel Certificate. Each party, upon the written request of another party, shall execute, acknowledge, and deliver, without charge and within thirty (30) days following such request, an estoppel certificate certifying that this Declaration is in full force and effect, that no party is in default under this Declaration (or stating such default(s), if any are claimed) and setting forth such other information as may reasonably be requested and is true and correct. At the time of request, Shamrock shall pay a fee of \$1,000.00 to United for any estoppel certificate provided by United.

7.13 Subordinate Declarations. Nothing contained in this Declaration shall be deemed to prohibit the recording by a party of additional easements, covenants, conditions, or restrictions applicable to such party's Parcel only, so long as the same are subordinate to this Declaration and not in conflict with this Declaration. This Declaration shall be subject to any recorded agreement which affects the Supermarket Parcel or the Outparcel, respectively (collectively, the "**Recorded Documents**"). To the extent of any inconsistency between the provision of this Declaration and any Recorded Documents, the more restrictive provision shall apply.

7.14 Governing Law and Jurisdiction. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration. The parties irrevocably consent to jurisdiction and venue in the State in which the Parcels are located and agree not to attempt to remove or transfer any action properly commenced in the State in which the Parcels are located.

7.15 Consideration. Owner of Outparcel shall pay the Owner of the Supermarket Parcel the sum of fifty thousand dollars (\$50,000), which sum shall be paid to the Owner of the Supermarket at such time the Declaration is delivered to the Owner of the Supermarket Parcel for execution and prior to delivery to the Owner of the Outparcel and recording, as consideration for the rights, easements and obligations provided herein. Additionally, the Owner of the Outparcel shall reimburse the Owner of the Supermarket Parcel for all legal fees reasonably incurred in the review of this Declaration and acknowledges that legal counsel for the Owner of the Supermarket does not represent the Owner of the Outparcel.

7.16 Legal Description of the Easement Area. The Owner of Outparcel shall pay for the engineer or surveyor to provide a legal description of the Easement Area attached herein as Schedule III.

[Signatures located on the following pages]

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

Owner of the Supermarket Parcel:

United Supermarkets, L.L.C.,
a Texas limited liability company

By:

Name: Bradley Beckstrom

Its: Authorized Signatory BCS

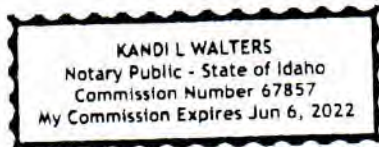
STATE OF Idaho)
) ss.
COUNTY OF Ada)

On this 26th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley Beckstrom, the Authorized Signatory of United Supermarkets, L.L.C., a Texas limited liability company, that he executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

June 6, 2022



[Signature]
Notary Public in and for the
State of Idaho
Residing at Boise

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

Owner of the Outparcel:

Red Shamrock 12, LLC,
New Mexico limited liability company

By: [Signature]
Name: Joshua J. Skarsgard
Its: managing member

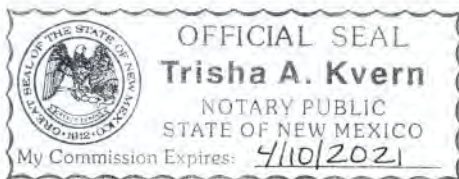
STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

On this 20 day of May 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Joshua J. Skarsgard, the managing member of Red Shamrock 12, LLC, a New Mexico limited liability company, that he executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

4/10/2021



[Signature]
Notary Public in and for the
State of New Mexico
Residing at Albuquerque, New Mexico

CONSENT AND SUBORDINATION

Southwest Capital Bank, ("Lender"), as the beneficiary under that certain Deed of Trust, recorded July 23, 2018, as Instrument No. 2018064055, in the official records of Bernalillo County, New Mexico (the "Mortgage"). Lender hereby consents to and approves this Declaration of Easements, Covenants, Conditions and Restrictions ("Declaration") to which this Consent and Subordination is attached and hereby acknowledges and agrees that the Mortgage and any other security instruments securing Lender's loan on the property encumbered by this Declaration shall be subordinate to, and subject to, the terms and conditions of this Declaration.

Southwest Capital Bank

By: [Signature]
Name: Steven Carruthers
Its: Vice President

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

On this 20th day of May, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Carruthers and , that he executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

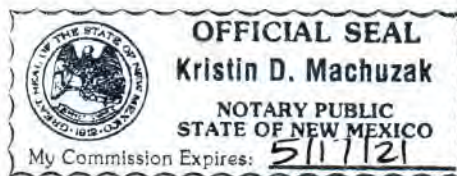
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

5/17/21

Kristin D. Machuzak

Notary Public in and for the
State of New Mexico
Residing at Bernalillo County



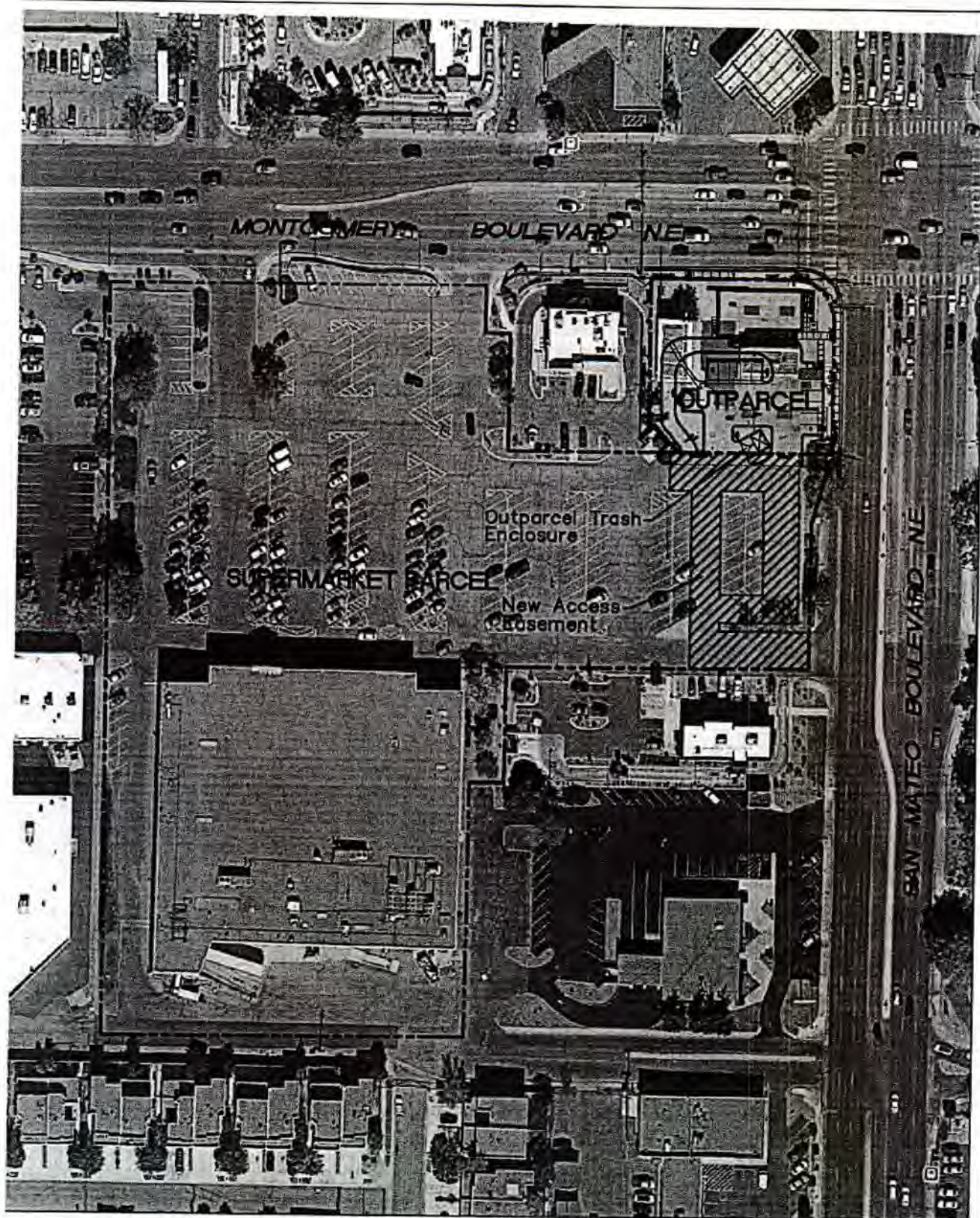


Exhibit A

EXHIBIT B

Easement Area

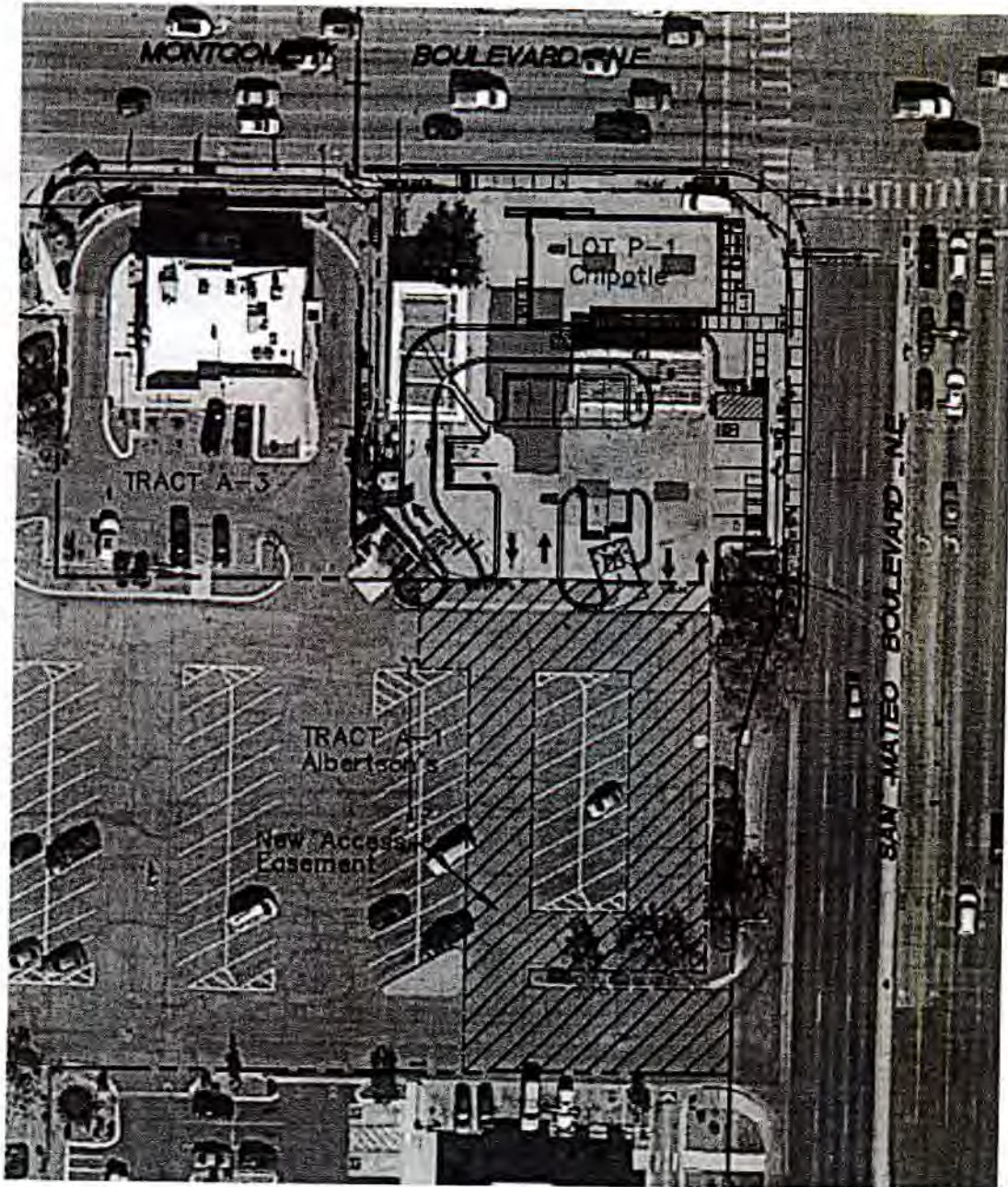
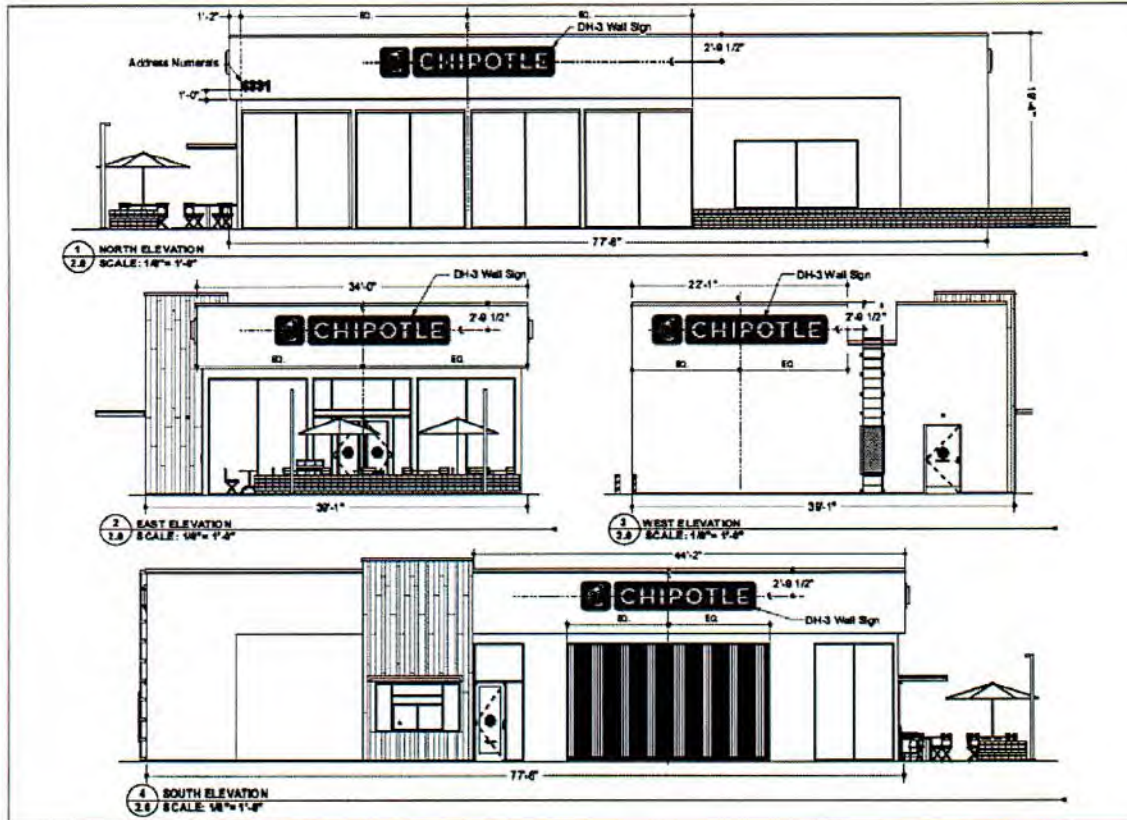
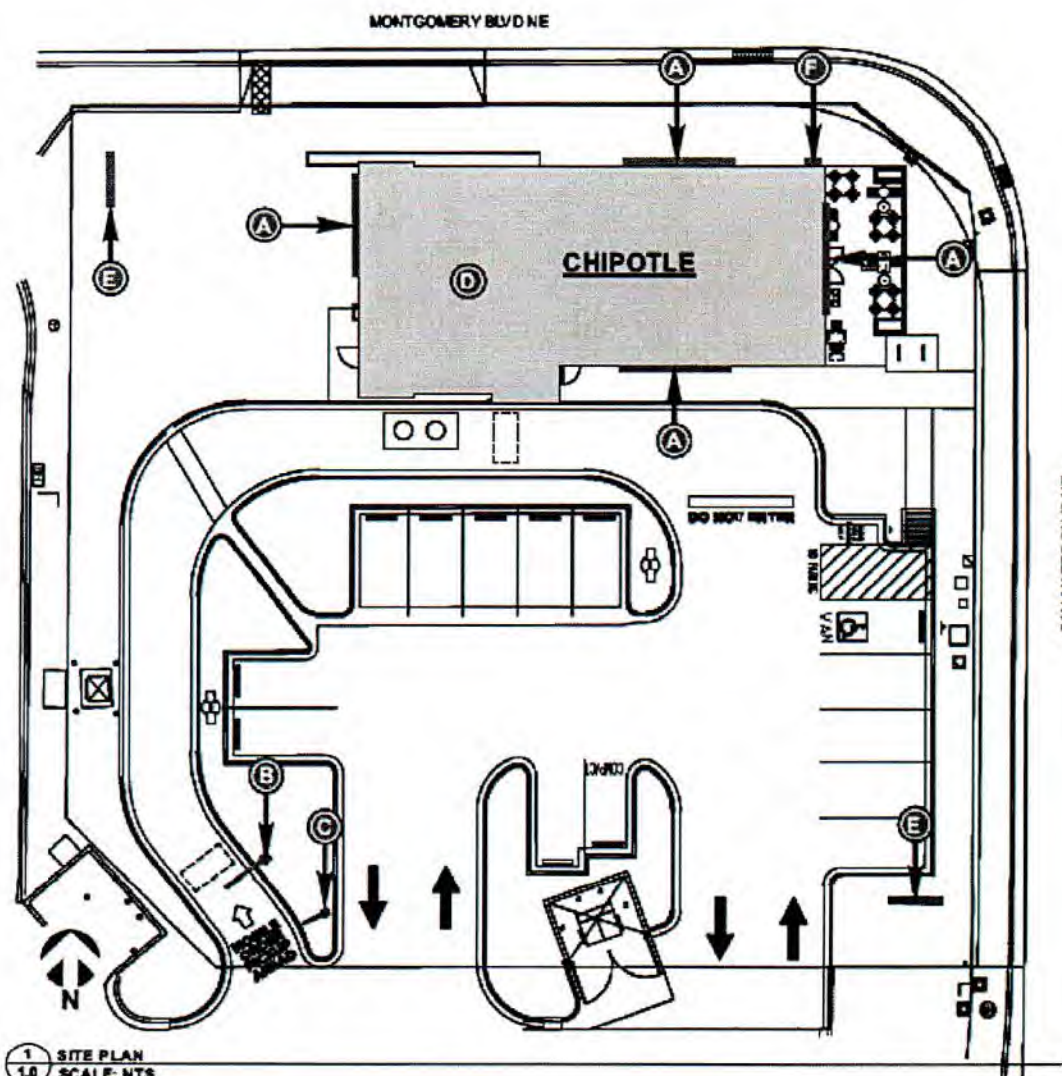


EXHIBIT C





1 SITE PLAN
1.0 SCALE: NTS

Schedule I

Legal Description of the Supermarket Parcel

Tracts A-1 and A-4, Block A, Vista Grande Addition, Unit One, Albuquerque, New Mexico, as the same are shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on October 12, 1989, in Plat Book C40, page 14:

LESS AND EXCEPTING the following tract of land:

A certain tract of land situate in the Northeast 1/4 of Section 2, T 10N, R 3 E, N.M.P.M., Bernalillo County, New Mexico, being a portion of Tract A of Vista Grande Addition, Unit One as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on November 30, 1977 and being more particularly described as follows:

BEGINNING at the southwest corner of the tract herein described, whence the southwest corner of said Tract A, bears S. 56 deg. 34' 30" W., 439.36 feet, and from said beginning point running thence;

N. 00 deg. 18' 55" W., 60.00 feet to the northwest corner of the tract herein described; thence, N. 89 deg. 41' 05" E., 166.67 feet to the northeast corner of the tract herein described; thence, S. 00 deg. 18' 55" E., 60.00 feet to the southeast corner of the tract herein described; thence, S. 89 deg. 51' 05" W., 166.67 feet to the point and place of beginning.

Together with the rights set forth in that certain Declaration of Restrictions and Grant of Easements recorded in Book Misc. 573, page 575, as Document No. 7774436 and Book Misc. 742, page 840, as Document No. 7996157 and that certain Shared Parking Agreement recorded in Book A99, page 774 as document number 2005-091053, records of Bernalillo County, New Mexico, subject to all the terms and conditions therein.

Schedule II

Legal Description of the Outparcel

Lot lettered "P-1" in Block "A" VISTA GRANDE ADDITION, to the City of Albuquerque, New Mexico, situated in Section 2, T. 10 N., R. 3 E., N.M.P.M., Bernalillo County, New Mexico, as the same is shown and designated on said plat filed in the office of the County Clerk of Bernalillo County, New Mexico on January 21, 1986, in Map Book C-35, page 140.

INGRESS AND EGRESS EASEMENT
PORTION OF
TRACT A-1, BLOCK A
VISTA GRANDE, ADDITION, UNIT ONE
SITUATE WITHIN
PROJECTED SECTION 2, T10N, R3E, N.M.P.M.,
CITY OF ALBUQUERQUE, BERNALILLO COUNTY,
NEW MEXICO
MAY, 2020

THAT CERTAIN PARCEL OF LAND SITUATE WITHIN PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, COMPRISING A PORTION OF TRACT A-1, BLOCK A AS THE SAME IS SHOW AND DESIGNATED ON THE PLAT ENTITLED "TRACTS A-1, A-2, A-3 AND A-4, BLOCK A, VISTA GRANDE ADDITION, UNIT ONE, ALBUQUERQUE, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JANUARY 21, 1986, IN MAP BOOK C-35, PAGE 14, BEING MORE PARTICULARLY DESCRIBED USING NEW MEXICO STATE PLAN GRID BEARINGS (CENTRAL ZONE-NAD 83) AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF SAID TRACT A-1, BLOCK 1, VISTA GRANDE ADDITION, UNIT ONE, FROM WHENCE THE SOUTHEAST CORNER OF SAID TRACT A-3, BLOCK 1, VISTA GRANDE ADDITION, UNIT ONE, MONUMENTED WITH A FOUND REBAR, BEARS N89°51'27"E, DISTANCE OF 7.70 FEET; THENCE,

N89°51'27"E, ALONG THE NORTH LINE OF SAID TRACT A-1, A DISTANCE OF 109.20 FEET TO A POINT ON SAID NORTH LINE; THENCE,

LEAVING SAID NORTH LINE S00°20'16"E, A DISTANCE OF 143.13 FEET TO A POINT; THENCE,

S89°39'44"W, A DISTANCE OF 64.57 FEET TO A POINT; THENCE,

S00°20'16"E, A DISTANCE OF 4.00 FEET TO A POINT; THENCE,

N89°39'44"E, A DISTANCE OF 70.31 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF SAM MATEO BOULEVARD N.E.; THENCE,

S00°21'00"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 33.23 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT A-2, VISTA GRANDE ADDITION; THENCE,

S89°51'32"W, ALONG THE NORTH LINE OF SAID TRACT A-2, A DISTANCE OF 96.64 FEET TO A POINT ON SAID NORTH LINE; THENCE,

N00°19'46"E LEAVING SAID NORTH LINE, A DISTANCE OF 146.94 FEET TO A POINT; THENCE,

S89°16'02"E, A DISTANCE OF 20.00 FEET TO A POINT; THENCE,

N00°19'46"E, A DISTANCE OF 33.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.3872 ACRES± LESS AND EXCEPTING:

THAT CERTAIN PARCEL OF LAND SITUATE WITHIN PROJECTED SECTION 2, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, COMPRISING A PORTION OF TRACT A-1, BLOCK A AS THE SAME IS SHOW AND DESIGNATED ON THE PLAT ENTITLED "TRACTS A-1, A-2, A-3 AND A-4, BLOCK A, VISTA GRANDE ADDITION, UNIT ONE, ALBUQUERQUE, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JANUARY 21, 1986, IN MAP BOOK C-35, PAGE 14, BEING MORE PARTICULARLY DESCRIBED USING NEW MEXICO STATE PLAN GRID BEARINGS (CENTRAL ZONE-NAD 83) AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF THE PARCEL HEREIN DESCRIBED FROM WHENCE THE EAST CORNER OF SAID TRACT A-3, BLOCK 1, VISTA GRANDE ADDITION, UNIT ONE, MONUMENTED WITH A FOUND REBAR, BEARS N47°46'29"W, DISTANCE OF 48.73 FEET; THENCE,

S89°16'02"E, A DISTANCE OF 35.48 FEET TO A POINT; THENCE,

S00°19'46"E, A DISTANCE OF 86.20 FEET TO A POINT; THENCE,

N89°16'02"W, A DISTANCE OF 35.48 FEET; THENCE,

N00°19'46"E, A DISTANCE OF 86.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0702 ACRES± MORE OR LESS.

EASEMENT CONTAINING ACRES 0.3170 ACRES± MORE OR LESS.

Schedule III

INGRESS AND EGRESS EASEMENT
PORTION OF
TRACT A-1, VISTA GRANDE, ADDITION, UNIT ONE
SITUATE WITHIN
PROJECTED SECTION 2, T10N, R3E, N.M.P.M.,
CITY OF ALBUQUERQUE, BERNALILLO COUNTY,
NEW MEXICO
MAY, 2020

TRACT A-3, BLOCK A
 VISTA GRANDE
 ADDITION, UNIT ONE
 Filed October 12, 1989 in
 Volume C40, Folio 14

LOT P-1, BLOCK A
 VISTA GRANDE
 ADDITION, UNIT ONE
 January 21, 1985, in Map Book C-35, page 140.

**POINT OF
 BEGINNING
 EASEMENT**

N0°19'46"E 33.09'
 S89°16'02"E 20.00'

**POINT OF
 BEGINNING
 LESS AND
 EXCEPTING
 PORTION**

TRACT A-1, BLOCK A
 VISTA GRANDE
 ADDITION, UNIT ONE
 Filed October 12, 1989
 in Volume C40, Folio 14

N

Scale 1" = 30'

TRACT A-2, BLOCK A
 VISTA GRANDE
 ADDITION, UNIT ONE
 Filed October 12, 1989 in Volume C40, Folio 14

SURVEYOR'S CERTIFICATION

I, David R. Vigil, New Mexico Professional Surveyor Number 8911, hereby certify that this easement survey was prepared from field notes of an actual ground survey performed by me or under my direct supervision; that it meets the Standards for Land Surveys in the State of New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements for surveys and monumentation of the Bernalillo County Subdivision Ordinance; that it shows all easements of record; and that it is true and correct to the best of my knowledge and belief.



David R. Vigil
 NMPS No. 8911

SURV  TEK

Consulting Surveyors

9384 Valley View Dr. N.W. Albuquerque, New Mexico 87114

Phone: 505-897-3388
 Fax: 505-897-3377

Sheet 2 of 2
 200123KRH

SAN MATEO BOULEVARD NE.