

CITY OF ALBUQUERQUE



February 3, 2016

Jeffrey Wooten, PE
Wooten Engineering
1368 Reynosa Lp., SE
Rio Rancho, NM 87124

Re: Weck's Restaurant
730 Juan Tabo NE
Traffic Circulation Layout
Engineer's/Architect's Stamp dated 1-30-16 (K22-D006A)

Dear Mr. Wooten,

The TCL submittal received 2-1-16 is approved for Building Permit. A copy of the stamped and signed plan will be needed for each of the building permit plans. Please keep the original to be used for certification of the site for final C.O. for Transportation.

When the site construction is completed and a Certificate of Occupancy (C.O.) is requested, use the original City stamped approved TCL for certification. Redline any minor changes and adjustments that were made in the field. A NM registered architect or engineer must stamp, sign, and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification TCL with a completed Drainage and Transportation Information Sheet to front counter personnel for log in and evaluation by Transportation.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3690.

Sincerely,


Shahab Biazar, P.E.
City Engineer, Planning Dept.
Development Review Services

\gs via: email
C: CO Clerk, File



City of Albuquerque

Planning Department

Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 09/2015)

Project Title: Weck's Restaurant Building Permit #: _____ City Drainage #: K27D006A
DRB#: _____ EPC#: _____ Work Order#: _____
Legal Description: Monarch Village, Parcel 1-B
City Address: 730 Juan Tabo Blvd NE

Engineering Firm: Wooten Engineering Contact: Jeffrey T. Wooten, P.E.
Address: 1368 Reynosa Loop SE, Rio Rancho, NM 87124
Phone#: 505-980-3560 Fax#: N/A E-mail: jeffwooten.pe@gmail.com

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

Architect: Bill Burk III, Architect Contact: Bill Burk
Address: 9617 La Playa NE, Albuquerque, NM 87111
Phone#: 505-292-6566 Fax#: N/A E-mail: billburk@qwestoffice.net

Other Contact: _____ Contact: _____
Address: _____
Phone#: _____ Fax#: _____ E-mail: _____

Check all that Apply:

DEPARTMENT:

☐ HYDROLOGY/ DRAINAGE
☒ TRAFFIC/ TRANSPORTATION
☐ MS4/ EROSION & SEDIMENT CONTROL

TYPE OF SUBMITTAL:

☐ ENGINEER/ ARCHITECT CERTIFICATION
☐ CONCEPTUAL G & D PLAN
☐ GRADING PLAN
☐ DRAINAGE MASTER PLAN
☐ DRAINAGE REPORT
☐ CLOMR/LOMR
☒ TRAFFIC CIRCULATION LAYOUT (TCL)
☐ TRAFFIC IMPACT STUDY (TIS)
☐ EROSION & SEDIMENT CONTROL PLAN (ESC)

☐ OTHER (SPECIFY) _____

IS THIS A RESUBMITTAL?: ☒ Yes ☐ No

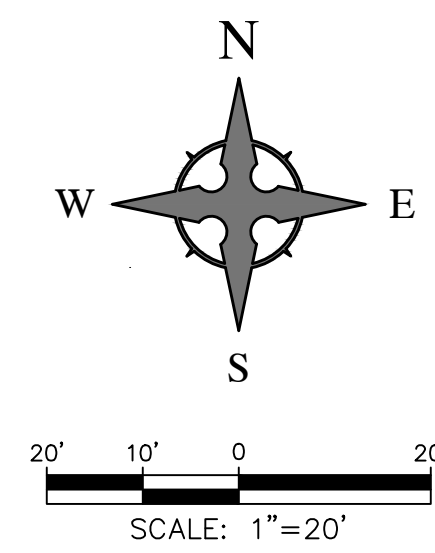
DATE SUBMITTED: 1/30/2016

By: Jeffrey T. Wooten, P.E.

CHECK TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

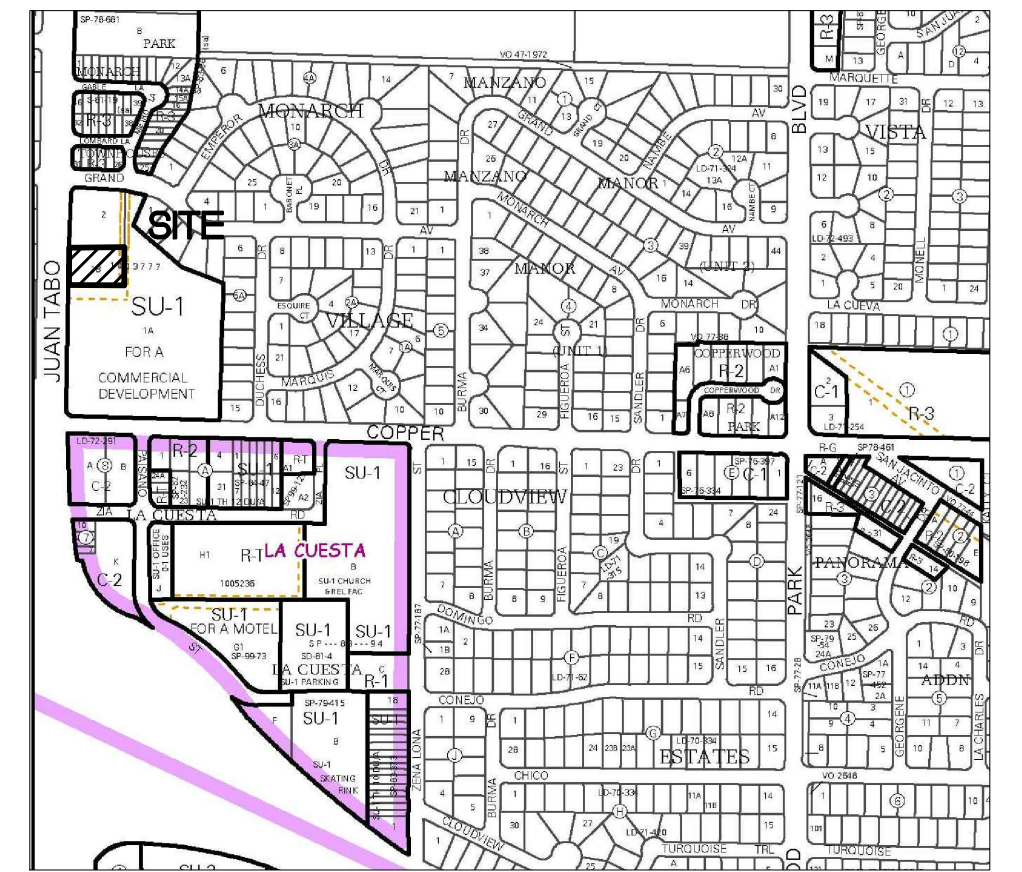
☒ BUILDING PERMIT APPROVAL
☐ CERTIFICATE OF OCCUPANCY
☐ PRELIMINARY PLAT APPROVAL
☐ SITE PLAN FOR SUB'D APPROVAL
☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
☐ FINAL PLAT APPROVAL
☐ SIA/ RELEASE OF FINANCIAL GUARANTEE
☐ FOUNDATION PERMIT APPROVAL
☐ GRADING PERMIT APPROVAL
☐ SO-19 APPROVAL
☐ PAVING PERMIT APPROVAL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

COA STAFF: ELECTRONIC SUBMITTAL RECEIVED: _____



THE CONTRACTOR SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS 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 EXACT OR COMPLETE. THE CONTRACTOR MUST CALL NEW MEXICO ONE CALL (811) 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.

PARKING CALCULATIONS			
BUILDING AREA:		# SEATS	AREA (SQUARE FEET)
WECK'S RESTAURANT		160	4,588 SF
PARKING REQUIREMENTS:		RATIO	REQUIRED
WECK'S RESTAURANT		1/4 SEATS	40 spaces
STANDARD PARKING			37 spaces (90.3%)
COMPACT PARKING			4 spaces (9.7%)
TOTAL			40 spaces
			41 spaces
		REQUIRED	PROVIDED
HANDICAP PARKING		3 spaces	3 spaces
MOTORCYCLE PARKING		2 spaces	2 spaces
BICYCLE PARKING		2 spaces	3 spaces

VICINITY MAP ZONE ATLAS PAGE: K-22
NTS

MONARCH VILLAGE, PARCEL 1-B

CITY OF ALBUQUERQUE STATION NO. "10-K21". ELEVATION 5557.514

SITE INFORMATION

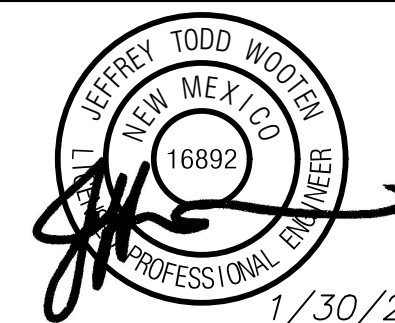
CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.


**CONTRACTOR TO PROVIDE PARKING LOT STRIPING, FIRELANE
AND HANDICAP STRIPING PER THESE PLANS AND CITY OF
ALBUQUERQUE REQUIREMENTS.**

TO PRESERVE THE PAINTING / STRIPING WITHIN PARKING AREAS, DO NOT APPLY PAINT UNTIL ALL OTHER POTENTIALLY DAMAGING CONSTRUCTION HAS BEEN COMPLETED.

1. DUMPSTER ENCLOSURE PER DETAIL ON SHEET C6.
2. INSTALL MEDIAN CURB/GUTTER (6" HIGH) PER COA STD DWG 2415B.
3. INSTALL CURB RAMP WITH TRUNCATED DOMES PER DETAILS ON SHEET C6. MATCH ADJACENT SIDEWALK WIDTH.
4. INSTALL CONCRETE SIDEWALK PER COA STD DWG 2430.
5. ASPHALT PAVEMENT. SEE PAVING DETAILS ON DETAIL SHEET. FOR MAIN DRIVES USE HEAVY DUTY PAVEMENT. FOR PARKING SPACES, USE STANDARD DUTY ASPHALT PAVEMENT.
6. INSTALL 4" WIDE PAINT STRIPES AT 45° ANGLE TO PARKING STRIPES, SPACED AT 1'-6" (WHITE PAINT IN PARKING LOT, BLUE PAINT IN ACCESSIBLE PARKING AREAS). TWO COATS MINIMUM.
7. PAINTED WHEELCHAIR SYMBOL (BLUE) TO MEET ADA STANDARDS. TWO COATS MINIMUM.
8. INSTALL H/C SIGNAGE PER DETAIL ON DETAIL SHEET. ADD VAN ACCESSIBLE SIGNAGE WHERE NOTED. WHEN A POLE MOUNTED SIGN WILL NOT FIT WITHIN DESIGNATED AREA, SIGN SHALL BE BOLTED TO BUILDING. H/C SIGN MUST INCLUDE LANGUAGE PER 66-7-352.4C NMSA 1978 "VIOLATORS ARE SUBJECT TO A FINE AND/OR TOWING."
9. INSTALL 4" WIDE PAINT STRIPES (WHITE) FOR ALL PARKING MINIMUM TWO COATS.
10. PAINT WORDS 'NO PARKING' WITH LETTERS AT LEAST ONE FOOT HIGH AND 2 INCHES WIDE. TWO COATS MINIMUM.
11. INSTALL BIKE RACK WITH THREE (3) SPACES PER DETAIL ON SHEET C6.
12. MOTORCYCLE PARKING. ADD PAINT LABELS PER COA STDs. TWO COATS MINIMUM.
13. INSTALL PRE-CAST WHEEL STOP PER DETAIL ON SHEET C6.
14. STORM DRAIN INLET AND PIPE. REF. SHEET C3.
15. INSTALL 3' WIDE CONCRETE FLUME PER DETAIL ON SHEET C6.
16. INSTALL 2' WIDE CONCRETE FLUME PER DETAIL ON SHEET C6.
17. PROPOSED RETAINING WALL. REFERENCE STRUCTURAL PLANS FOR DETAILS.
18. INSTALL 2 COATS OF PAINT FOR COMPACT PARKING SPACES. LETTERS 'COMPACT' MIN 8" TALL. COLOR: WHITE
19. CLEAR SIGHT TRIANGLE. LANDSCAPING & SIGNAGE SHALL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THIS AREA.
20. EXISTING CURB CUT TO BE CLOSED AND REPLACED WITH NEW MEDIAN CURB & GUTTER AND SIDEWALK PER KEYED NOTES 2 AND 4.

**Wooten
Engineering**
1368 Reynosa Loop SE
Rio Rancho, N.M. 87124
Phone: (505) 980-3560



				Design Title BILL BURK, THIRD, ARCHITECT 9617 La Playa NE, ABQ NM 87111 505-292-6566 / Fax 505-294-7232 Email - billburk@questoffice.net	Project Title WEEK'S RESTAURANT 730 Juan Tabo Blvd NE Albuquerque, NM 87123	Project Manager JTW Drawn By JTW Reviewed By JTW	Project ID 2015008 Scale As Shown Sheet No. C-001 _____ of _____
No.	Date	Issue Notes		Consultant 	Sheet Title TRAFFIC CIRCULATION LAYOUT	Date 10/20/15 CAD File Name	

www.records.com to 1201113

EASEMENT AGREEMENT

THIS EASEMENT is given this 18th day of November, 2015, by KAPLAN JUAN TABO LLC, a Colorado limited liability company, registered as a foreign limited liability company, qualified to do business in the State of New Mexico ("Grantor") to G & R PARTNERSHIP, a New Mexico general partnership, (Grantee). As used herein, the term "Grantor" shall include any successor or assignee of Grantor and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the owner of the following described property ("Parcel 1-B"):

Parcel Numbered 1-B of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 21, 2013, in Plat Book 2013C, Page 101.

WHEREAS, Grantee is the owner of the following described property ("Parcel 2") which is adjacent to and lies north of Parcel 1-B:

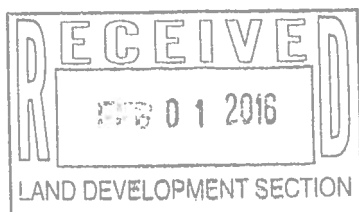
Parcel Numbered 2 of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 27, 1977, in Plat Book B13, Page 38.

WHEREAS, Grantor has agreed to grant and convey to Grantee a permanent, non-exclusive easement over, on, upon, and across Parcel 1-B for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions, set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee as legally described, set forth and shown on the Exhibit attached hereto and incorporated herein as Exhibit "A" (the "Easement Property").

The scope, nature, and character of this Easement shall be as follows:

1. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. It is the purpose of this Easement to grant a permanent easement over, on, upon, and across the Easement Property for the purpose of vehicular,



Doc# 2015100942

11/19/2015 04:13 PM Page: 1 of 7
EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County



including trucks, ingress and egress by Grantee, its owners, agents, representatives and employees, as well as the general public, to and from Parcel 2, and for any other purposes whatsoever related to the use of Parcel 2 by Grantee, as described above.

3. The easement, rights and privileges granted by this Easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the Easement Property.

4. Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and purposes that do not interfere with or prevent the use by Grantee of the Easement Property. Grantor will be responsible to maintain the Easement Property in its present condition, for the benefit of Grantee, ordinary wear excepted.

5. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, or their respective successors or assigns.

6. Grantor hereby warrants and covenants to Grantee, and its successors and assigns, that Grantor is lawfully seized and possessed of the Easement Property; and that Grantor has a good and lawful right to make this conveyance.

7. This Agreement is intended to be a covenant running with and appurtenant to the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

8. If legal action is initiated by either party for the purpose of enforcing or interpreting the Easement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

GRANTOR:

KAPLAN JUAN TABO LLC, a Colorado
limited liability company

By: 
Arthur H. Kaplan, Managing Member

By: _____

Toya Vivian Kaplan, Managing
Member

STATE OF NEW MEXICO)

) ss

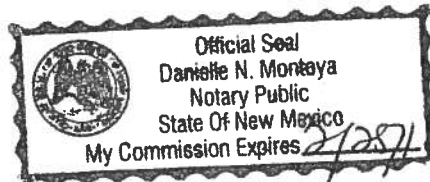
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov 10, 2015, by
Arthur Henry Kaplan and Toya Vivian Kaplan, Managing Members of KAPLAN
JUAN TABO LLC, a Colorado limited liability company, on behalf of said limited
liability company.

D. Montoya
Notary Public

My Commission Expires:

2/25/18



GRANTEE:

G & R PARTNERSHIP, a New Mexico
general partnership

By: 
Gary Hines, General Partner

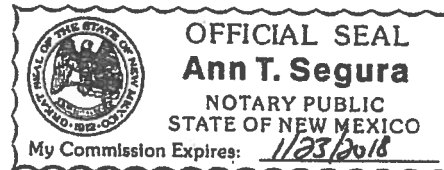
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

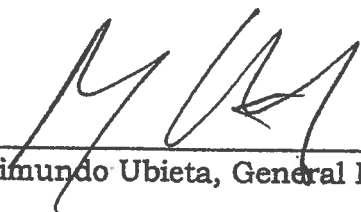
This instrument was acknowledged before me on Nov. 18, 2015, by
Gary Hines, general partner of G & R PARTNERSHIP, a New Mexico general
partnership, on behalf of said partnership.


Notary Public

My Commission Expires:

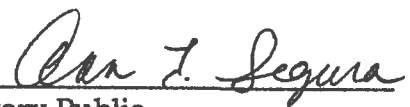
1/23/2018



By: 
Raimundo Ubieta, General Partner

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov 18, 2015, by Raimundo Ubieta, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.


Notary Public

My Commission Expires:
1/23/2018

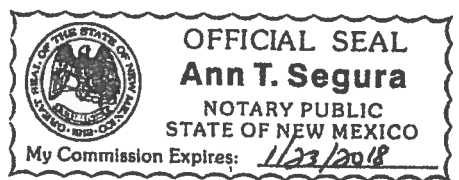


Exhibit A
**Private Access Easements
Within Parcel 1-B
Monarch Village
City of Albuquerque
Bernalillo County, New Mexico
August 2015**

Legal Description

A CERTAIN PARCEL WITHIN PARCEL NUMBERED 1-B OF THE MONARCH VILLAGE, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 21, 2013, IN PLAT BOOK 2013C, PAGE 101, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, WHENCE THE NORTHWEST CORNER OF SAID PARCEL 1-B, BEARS N 88°50'43" W, A DISTANCE OF 33.81 FEET, WHENCE A TIE TO ACS MONUMENT "11_H21" BEARS N 08°08'06" W A DISTANCE OF 10209.97' FEET;

THENCE, FROM THE POINT OF BEGINNING, S 88°50'43" E, A DISTANCE OF 30.00 FEET, TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, S 01°36'34" W, A DISTANCE OF 74.05 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.71 FEET, DELTA OF 90°34'34", AND A CHORD BEARING AND DISTANCE OF S 43°40'43" E, 21.32 FEET, TO A POINT ON THE WEST SIDE OF AN EXISTING 30 FOOT WIDE ACCESS ROAD (FILED ON 8/21/13 AS DOC. NO. 201309418);

THENCE, S 88°58'00" E, A DISTANCE OF 89.86 FEET TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.56 FEET, DELTA OF 89°58'53", AND A CHORD BEARING AND DISTANCE OF N 46°02'33" E, 21.21 FEET, TO A POINT ON A POINT ON THE WEST SIDE OF AN EXISTING 30 FOOT WIDE ACCESS ROAD (FILED ON 8/21/13, 2013C-101);

THENCE, COINCIDING SAID ACCESS ROAD, NON-TANGENT TO THE PREVIOUS COURSE, S 01°03'06" W, A DISTANCE OF 54.00;

THENCE, ALONG A CURVE TO THE LEFT, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.57, DELTA OF 90°01'07", AND A CHORD BEARING AND DISTANCE OF N 43°57'27" W, 21.22 FEET, TO A POINT OF TANGENCY;

THENCE, N 88°58'00" W, A DISTANCE 120.09 FEET, TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.71 FEET, DELTA OF 90°34'34", AND A CHORD BEARING AND DISTANCE OF N 43°40'43" W, 21.32 FEET, TO A POINT OF TANGENCY;

THENCE, N 01°36'34" E, A DISTANCE OF 98.12 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.1464 ACRES, (6,377 SQ. FT.) MORE OR LESS.

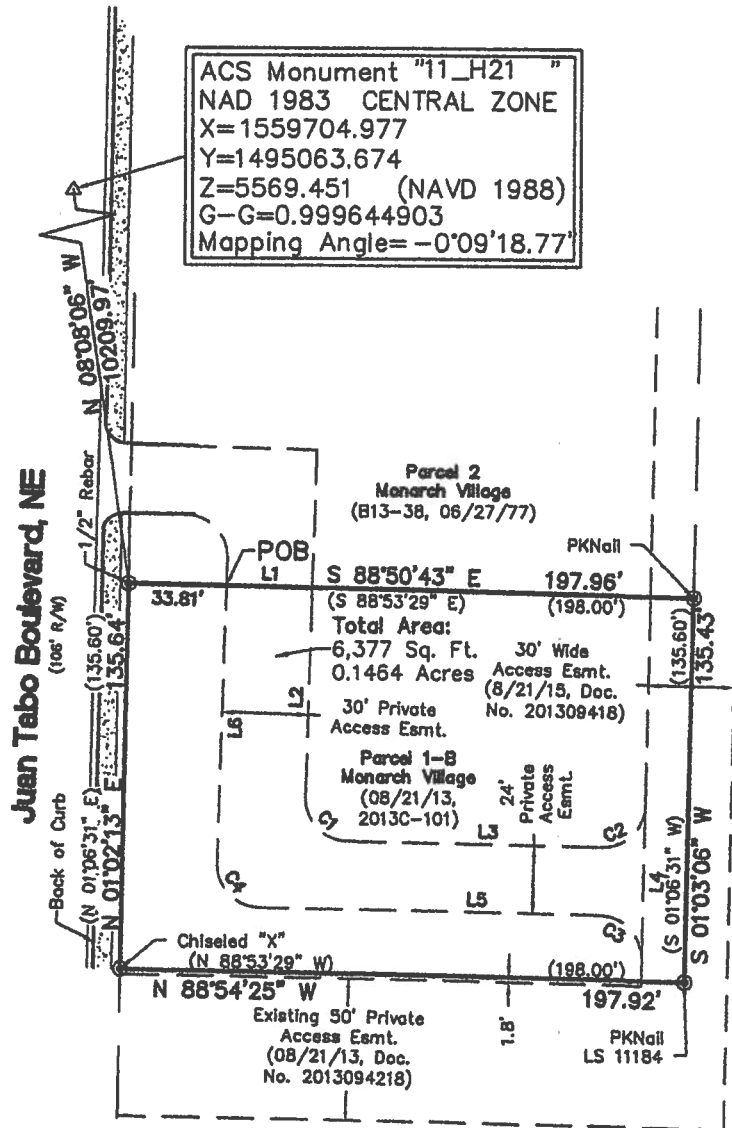
 **CARTESIAN SURVEYS INC.**

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Private Access Easements Within Parcel 1-B Monarch Village

City of Albuquerque
Bernalillo County, New Mexico
August 2015



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Sheet 2 of 3
151806

EASEMENT AGREEMENT

THIS EASEMENT is given this 18th day of November, 2015, by G & R PARTNERSHIP, a New Mexico general partnership, through its partners, Gary Hines and Raimundo Ubieta ("Grantor") to KAPLAN JUAN TABO LLC, a Colorado limited liability company, registered as a foreign limited liability company, qualified to do business in the State of New Mexico (Grantee). As used herein, the term "Grantor" shall include any successor or assignee of Grantor and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the owner of the following described property ("Parcel 2"):

Parcel Numbered 2 of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 27, 1977, in Plat Book B13, Page 38.

WHEREAS, Grantee is the owner of the following described property ("Parcel 1-B") which is adjacent to and lies south of Parcel 2:

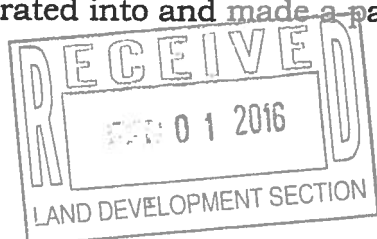
Parcel Numbered 1-B of the Monarch Village, City of Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 21, 2013, in Plat Book 2013C, Page 101.

WHEREAS, Grantor has agreed to grant and convey to Grantee a permanent, non-exclusive easement over, on, upon, and across Parcel 2 for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions, set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee as legally described, set forth and shown on the Exhibit attached hereto and incorporated herein as Exhibit "A" (the "Easement Property").

The scope, nature, and character of this Easement shall be as follows:

1. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.



Doc# 2015100941

11/19/2015 04:13 PM Page: 1 of 7
EASE R:\$25.00 M. Toulouse Oliver, Bernalillo County



2. It is the purpose of this Easement to grant a permanent easement over, on, upon, and across the Easement Property for the purpose of vehicular, including trucks, ingress and egress by Grantee, its owners, agents, representatives and employees, as well as the general public, to and from Parcel 1-B, and for any other purposes whatsoever related to the use of Parcel 1-B by Grantee, as described above.

3. The easement, rights and privileges granted by this Easement are exclusive and Grantor covenants not to convey any other easement or conflicting rights within the Easement Property.

4. Grantor retains, reserves, and shall continue to enjoy the use of the Easement Property for any and purposes that do not interfere with or prevent the use by Grantee of the Easement Property. Grantor will be responsible to maintain the Easement Property in its present condition, for the benefit of Grantee, ordinary wear excepted.

5. This Easement may be amended, altered, released, or revoked by Grantor and Grantee, or their respective successors or assigns, upon entering into a written agreement between them. Any cost associated with bringing Parcel 2 into the condition existing at the time of signing this Easement will be borne by Grantee.

6. Grantor hereby warrants and covenants to Grantee, and its successors and assigns, that Grantor is lawfully seized and possessed of the Easement Property; and that Grantor has a good and lawful right to make this conveyance.

7. This Agreement is intended to be a covenant running with and appurtenant to the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico.

8. If legal action is initiated by either party for the purpose of enforcing or interpreting the Easement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

9. Notwithstanding anything in this Easement to the contrary, and in addition to the ability of Grantor and Grantee to amend, alter, release, or revoke this Easement by their agreement, Grantor reserves the right to cancel the grant of this Easement upon thirty (30) days written notice to Grantee if, in exercising Grantor's reasonable discretion, Grantor determines the use of the Easement by Grantee adversely impacts and/or financially impacts the operation of the business located on Parcel 2. The notice under this Paragraph will be hand delivered or mailed to Grantee via certified mail, return receipt

requested, at the following address, or at such other address as Grantee shall provide:

Kaplan Juan Tabo, LLC
c/o Arthur Henry Kaplan
3921 Louisiana Blvd. NE
Albuquerque, NM 87110

The notice shall be effective upon receipt if hand delivered or upon receipt by Grantor of proof of delivery if sent by mail.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the date and year first above written.

GRANTOR:


G & R PARTNERSHIP, a New Mexico
general partnership

By: 

Gary Hines, General Partner

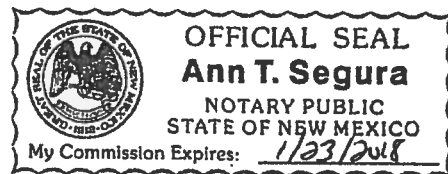
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

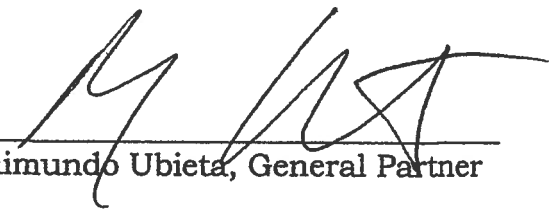
This instrument was acknowledged before me on Nov. 18, 2015, by Gary Hines, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.


Notary Public

My Commission Expires:

1/23/2018



By: 
Raimundo Ubieta, General Partner

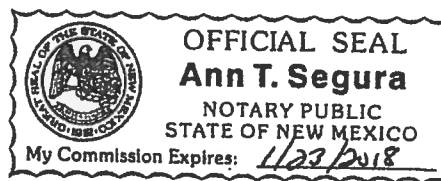
STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov. 18, 2015, by Raimundo Ubieta, general partner of G & R PARTNERSHIP, a New Mexico general partnership, on behalf of said partnership.


Notary Public

My Commission Expires:

1/23/2018



GRANTEE:

KAPLAN JUAN TABO LLC, a Colorado
limited liability company

By: [Signature]
Arthur Henry Kaplan, Managing
Member

By: [Signature]
Toya Vivian Kaplan, Managing
Member

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Nov 10, 2015, by
Arthur Henry Kaplan and Toya Vivian Kaplan, Managing Members of KAPLAN
JUAN TABO LLC, a Colorado limited liability company, on behalf of said limited
liability company.

[Signature: Danielle N. Montoya]
Notary Public

My Commission Expires:

2/28/18

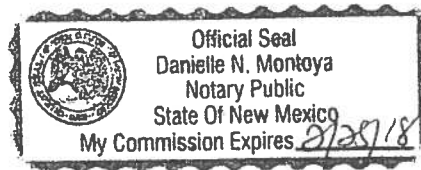


Exhibit A
Private Access Easements
Within Parcel 2, Monarch Village
City of Albuquerque
Bernalillo County, New Mexico
August 2015

Legal Description

A CERTAIN PARCEL WITHIN PARCEL NUMBERED 2 OF THE MONARCH VILLAGE, CITY OF ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JUNE 27, 1977, IN PLAT BOOK B13, PAGE 38, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, WHENCE THE SOUTHWEST CORNER OF SAID PARCEL 2, BEARS N 88°50'43" W, A DISTANCE OF 33.81 FEET, WHENCE A TIE TO ACS MONUMENT "11_H21" BEARS N 08°08'06" W A DISTANCE OF 10209.97' FEET;

THENCE, FROM THE POINT OF BEGINNING, N 01°36'34" E, A DISTANCE OF 9.65 FEET, TO A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.56 FEET, DELTA OF 90°00'31", AND A CHORD BEARING AND DISTANCE OF N 43°23'42" W, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE, N 88°23'57" W, A DISTANCE OF 19.06 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF JUAN TABO BOULEVARD NE;

THENCE, COINCIDING SAID RIGHT-OF-WAY, N 01°02'13" E, A DISTANCE OF 24.00 FEET TO AND AN ANGLE POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID RIGHT-OF-WAY, S 88°23'57" E, A DISTANCE OF 64.30 FEET TO AN ANGLE POINT;

THENCE, S 01°36'34" W, A DISTANCE OF 48.42 FEET TO AN ANGLE POINT LYING ON THE SOUTH PROPERTY LINE OF SAID PARCEL 2;

THENCE, COINCIDING SAID PROPERTY LINE, S 88°50'43" W, A DISTANCE OF 30.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.0534 ACRES, (2,325 SQ. FT.) MORE OR LESS.

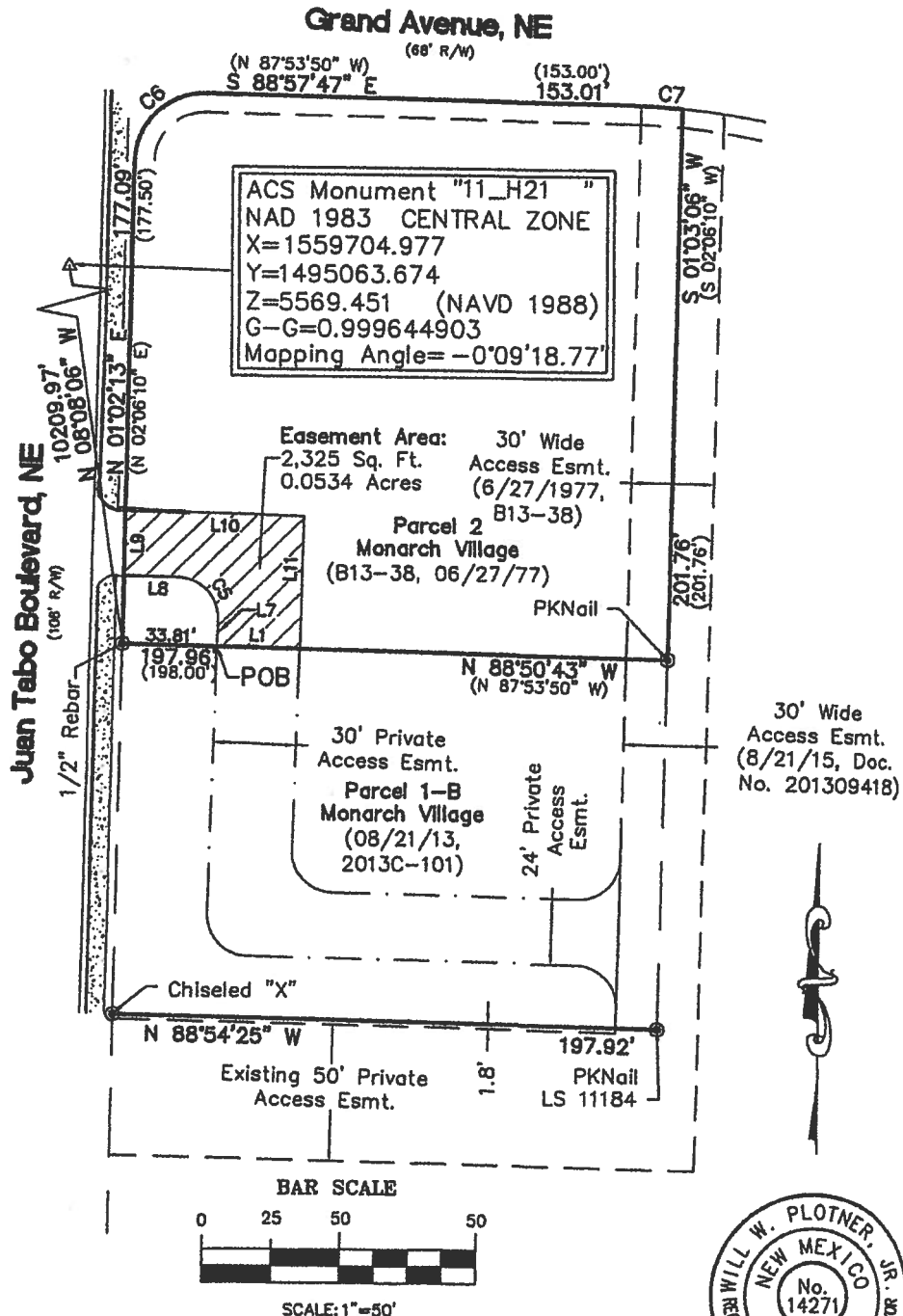


CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244



Private Access Easements Within Parcel 2, Monarch Village City of Albuquerque Bernalillo County, New Mexico August 2015



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