



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	Policy Decisions
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input checked="" type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION		
Applicant: 7B Building		Phone: (806) 368-7843
Address: 13105 Dover		Email: derrick@7bdev.com
City: Lubbock	State: TX	Zip: 79424
Professional/Agent (if any): Modulus Architects, Inc.		Phone: (505) 338-1499
Address: 100 Sun Ave. NE Suite 600		Email: rokoye@modulusarchitects.com
City: Albuquerque	State: NM	Zip: 87019
Proprietary Interest in Site: Agent	List all owners: 7B Building	

BRIEF DESCRIPTION OF REQUEST

Amend approved Site Plan for Building Permit to split commercial lot line into two parcels and to amend the Site Plan for Building Permit to add in an additional ADA space on the car wash parcel.

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: Tract J	Block:	Unit:
Subdivision/Addition: VISTA DE LA LUZ	MRGCD Map No.:	UPC Code: 101106131538523401
Zone Atlas Page(s): F-11-Z	Existing Zoning: PD	Proposed Zoning: PD
# of Existing Lots: 1	# of Proposed Lots: 1	Total Area of Site (acres): +/- 1.9

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 5401 SEVILLA AV NW Between: Sevilla and: Coors

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

1004675, PR-2019-002598, SI-2021-00453, SI-2022-00314

Signature: Regina Okoye Date: 11/14/22

Printed Name: Regina Okoye Applicant or Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees
-		
-		
-		

Meeting/Hearing Date: Fee Total:

Staff Signature: Date: Project #

FORM P3: ADMINISTRATIVE DECISIONS AND MINOR AMENDMENTS

A single PDF file of the complete application including all plans and documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD.

INFORMATION REQUIRED FOR ALL ADMINISTRATIVE DECISIONS OR AMENDMENTS

- Letter of authorization from the property owner if application is submitted by an agent
- Zone Atlas map with the entire site clearly outlined and labeled

ARCHEOLOGICAL CERTIFICATE

- Archaeological Compliance Documentation Form with property information section completed
- Only the information above is required unless the City Archaeologist determines that the application does not qualify for a Certificate of No Effect, in which case a treatment plan prepared by a qualified archaeologist that adequately mitigates any archeological impacts of the proposed development must be submitted and reviewed for a Certificate of Approval per the criteria in IDO Section 14-16-6-5(A)(3)(b)

MINOR AMENDMENT TO SITE PLAN – ADMIN, EPC, or DRB

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- Three (3) copies of all applicable sheets of the approved Site Plan being amended, folded
- Copy of the Official Notice of Decision associated with the prior approval
- Three (3) copies of the proposed Site Plan, with changes circled and noted
- Refer to the Site Plan Checklist for information needed on the proposed Site Plan.

Minor Amendments must be within the thresholds established in IDO TABLE 6-4-5. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.

MINOR AMENDMENT TO SITE DEVELOPMENT PLAN APPROVED PRIOR TO THE EFFECTIVE DATE OF THE IDO

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Y)(1)(a)
- Three (3) copies of all applicable sheets of the approved Site Development Plan being amended, folded
- Copy of the Official Notice of Decision associated with the prior approval
- Three (3) copies of the proposed Site Development Plan, with changes circled and noted
- Refer to the Site Plan Checklist for information needed on the proposed Site Plan.

Minor Amendments must be within the thresholds established in IDO TABLE 6-4-5. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.

ALTERNATIVE SIGNAGE PLAN

- Proposed Alternative Signage Plan compliant with IDO Section 14-16-5-12(F)(5)
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-5(F)(4)(c)
- Required notices with content per IDO Section 14-16-6-4(K)(6)
- Office of Neighborhood Coordination notice inquiry response and proof of emailed notice to affected Neighborhood Association representatives
- Sign Posting Agreement

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>		
<p>Signature: <u>Regina Okoye</u></p>	<p>Date: 11/14/2022</p>	
<p>Printed Name: Regina Okoye</p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>	
<p>FOR OFFICIAL USE ONLY</p>		
<p>Project Number:</p>	<p>Case Numbers</p>	
<p> </p>	<p>-</p>	
<p> </p>	<p>-</p>	
<p> </p>	<p>-</p>	
<p>Staff Signature:</p>		
<p>Date:</p>		

Planning Department
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

RE: AGENT AUTHORIZATION NOTICE – 5401 SEVILLA AVE NW ALBUQUERQUE NM 87120

To Whom It May Concern,

7B Building & Development c/o Derrick Merchant, hereby authorizes Modulus Architects & Land Use Planning, Inc., to perform as the Agent of Record with the City of Albuquerque. This Agent Authorization is for the property located at the NEC OF Sevilla Ave and Coors Blvd Albuquerque NM 87120 and legally described as:

TR J PLAT FOR VISTA DE LA LUZ CONT 1.8728 AC

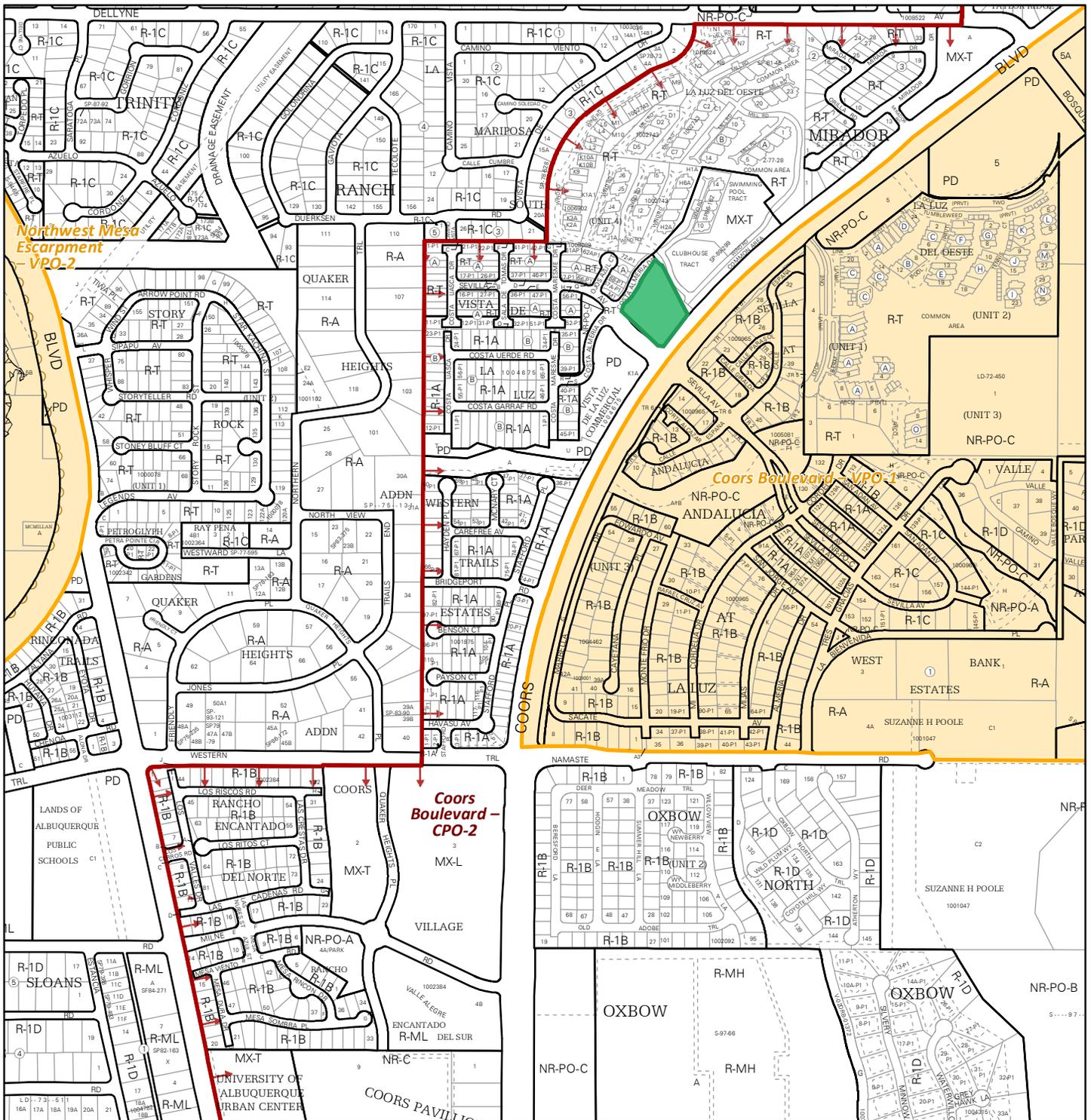
This authorization is valid until further written notice from 7B Building Development or Modulus Architects and Land Use Planning, Inc. (Agent). Please direct all correspondence and communication to our Agent for the purpose of this request for an Administrative Amendment.

Sincerely,



Derrick Merchant (Feb 3, 2022 15:23 CST)

7B Building & Development
c/o Derrick Merchant
13105 Dover
Lubbock, TX 79424
Phone: (806) 368-7843
Email: derrick@7bdev.com



For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/cabq-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).

Gray Shading
Represents Area Outside
of the City Limits

Zone Atlas Page:
F-11-Z

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

0 250 500 1,000
Feet



Updated: December 2, 2022

Current Planning Department Director
City of Albuquerque Planning Department
600 2nd Street NW,
Albuquerque, NM 87102

RE: PROJECT ADDRESS – 5401 SEVILLA AVE NW, ALBUQUERQUE, NM 87120

PROJECT NUMBER: 1004675, 16DRB-70239

**ADMINISTRATIVE AMENDMENT TO OVERALL SITE PLAN FOR SUBDIVISION
AND SITE PLAN FOR BUILDING PERMIT**

Dear Current Planning Department Director,

Modulus Architects & Land Use Planning, Inc., hereafter referred to as “Agent” for the purpose of this request, represents 7B Building & Development, hereafter referred to as “Applicant.” We, “Agent,” are requesting approval for this submittal to amend the approved Site Plan for Building Permit to split the commercial lot line into two (2) parcels and to amend the Site Plan for Building Permit to add in an additional ADA space on the car wash parcel. The site is located at 5401 Sevilla Ave NW, Albuquerque, NM 87120. The parcel (the “subject site”) is approximately 1.9 acres in size, zoned PD and is located on the NEC of Sevilla Ave. and Coors Blvd. Albuquerque, NM 87120. The site is also within the Coors Blvd. Major Transit Corridor and within the Coors Blvd. Character Protection Overlay Zone.

The subject site is currently developed as a Champion Xpress Car Wash. We are proposing to split the 1 existing lot into 2 lots. This is shown on the Site Plan for Subdivision. On the Site Plan for Building Permit, we will be providing an ADA space abutting the car wash use. The Agent has also provided an exhibit for landscaping and dimensional standards to show no nonconformities are being created with the request. The overall Site Plan for the project was approved and signed by the DRB in 2017 (1004675, 16DRB-70239). The first AA was approved on 8.4.2017 (17AA-10052/1004676) and second AA was approved in March of 2022 (SI-2022-00314/ PR-2019-002598). The proposed changes to the site have been outlined below. All changes meet the approved Design Standards, the IDO and the DPM. This minor amendment request falls within the thresholds established in IDO Table 6-4-5.



Our submittal includes the approved amended DRB plans, amended Site Plan for Subdivision, amended Site Plan for Building Permit, amended Landscape Plan, amended Utility Plan, and the amended G&D Plan. The minor changes are listed below.

Site Plan for Building Permit:

- Parking calculations have been updated.

CAR WASH: 2 PER 1000 SF GFA OF RETAIL, OFFICE, AND WAITING AREA

1,564.84 SF = 3 SPACES REQUIRED

RETAIL: 1 PER 200 SF GFA

5, 021 SF = 25 SPACES REQUIRED

<u>PARKING CALCULATIONS:</u>	<u>TOTAL SPACES REQUIRED 28 + 15%: 43</u>
	<u>TOTAL SPACES PROVIDED: 57</u>
<u>ACCESSIBLE PARKING REQUIRED: 2 SPACE</u>	<u>TOTAL SPACES PROVIDED: 4</u>
<u>MOTORCYCLE PARKING REQUIRED: 2 SPACES</u>	<u>TOTAL SPACES PROVIDED: 2</u>
<u>BICYCLE PARKING REQUIRED: 3 SPACES</u>	<u>TOTAL SPACES PROVIDED: 3</u>

- a.
- b. On the Car Wash Lot: 20 spaces are provided and 1 ADA space is provided.
- c. On the Retail Lot: 37 spaces are provided, 3 handicapped spaces are provided, 2 motorcycle spaces are provided and 3 bike spaces are provided.
- The Site Plan shows the new location of the ADA parking space on the car wash lot.
- The Site Plan shows the new proposed lot line.
- The Site Plan shows the turnaround easement requested by transportation via the platting action.

Site Plan for Building Permit:

- The lot has been split from 1 existing lot into 2 lots and is reflected on the plan.

G&D Plan and the Utility Plan:

- The Site Plan shows the new location of the ADA parking space.

Landscape Plan:

- The Site Plan shows the new location of the ADA parking space.

Exhibit:



- The landscaping table shows each lot is able to provide the 15% landscaping requirement for each individual lot.
- The dimensional standards table shows that the setbacks are being met for each one of the structures (retail and car wash).
- The exhibits show that there are no nonconformities being created.
- Declaration For Cross-Access And Other Matters. The proposed shared access agreement is included in this document. It also includes verbiage for the cross access agreement, the utility/drainage agreement, the solid waste agreement and use restrictions. The only items that will change within the document is the Approved Site Plan sheets on pages 16-20. It will change based on the approval of this AA. If the verbiage and the agreement looks good on the city's end my client will sign and execute the document.

I look forward to reviewing our submittal with you. If you have any additional questions regarding this submittal please feel free to contact me directly at (505) 338-1499 or by email: rokoye@modulusarchitects.com

Best Regards,

**REGINA OKOYE, ENTITLEMENTS PROJECT MANAGER
MODULUS ARCHITECTS & LAND USE PLANNING, INC.**

100 Sun Avenue NE, Suite 600
Albuquerque, NM 87109
Office 505.338.1499 (Ext. 1003)
Mobile + Text 505.267.7686

PRIOR APPROVALS TO SITE PLAN

DATA

LAND AREA: 1.8728 ACRES
 ZONING: SU-1 PRD, O-1, C-1 ALLOWED
 MAX. BUILDING HEIGHT: 26'
 FLOOR/AREA RATIO: 0.12
 BUILDING AREA:
 CARWASH 5,548 SF
 RETAIL PAD 5,021 SF

GENERAL NOTES

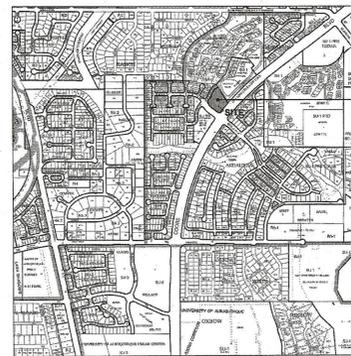
A. ALL WHEELCHAIR RAMP IN THE CITY RIGHT OF WAY SHALL HAVE A MAXIMUM SLOPE OF 1:12 AND MUST HAVE A DETECTABLE WARNING SURFACE CONSISTING OF RAISED, TRUNCATED DOMES.

LEGAL DESCRIPTION:

TRACT LETTERED 'J', PLAT OF VISTA DE LA LUZ, WITHIN SECTION 35, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 30, 2006, IN PLAT BOOK 2006C, FOLIO 331, AS DOCUMENT No. 2006165286

* REQUIRED PARKING:
 CARWASH + RETAIL PAD = 10,569/200 = 52.8
 (53) - 10% (5) = 48 *10% REDUCTION WITHIN 300' OF REGULAR TRANSIT ROUTE
 TOTAL: 48 SPACES REQUIRED AND 58 PROVIDED
 2 MC SPACES REQUIRED AND PROVIDED
 3 HC SPACES REQUIRED AND PROVIDED
 3 BICYCLE SPACES REQUIRED AND PROVIDED

* INCLUDES MC & HC SPACES

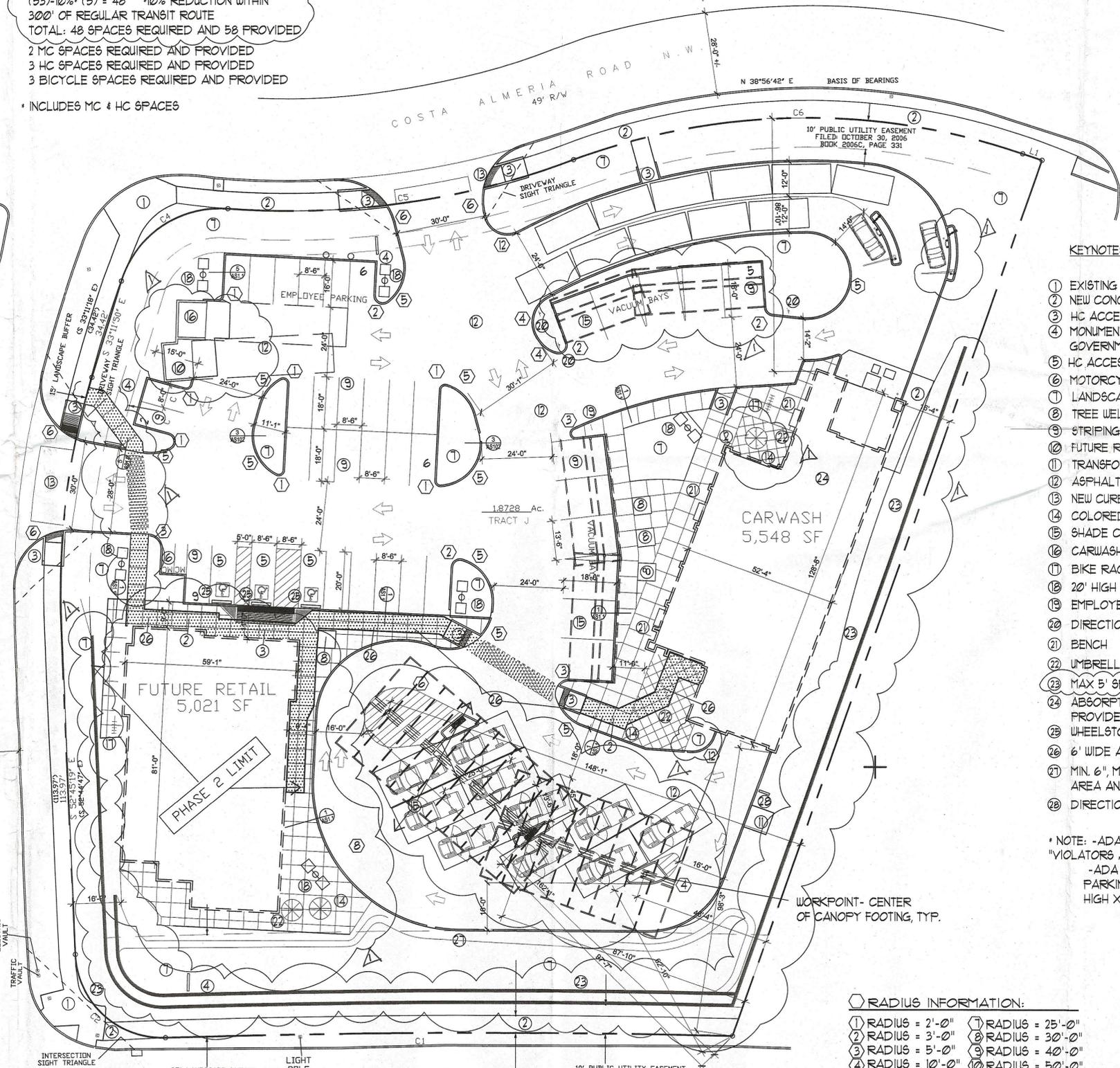


ADMINISTRATIVE AMENDMENT
 FILE # 100222 PROJECT # 1004676
 7 SF OF RETAIL BLDG, RELOCATION OF DUMPSTERS, ADDITION OF 5 VACUUM BAYS
 RELOCATION OF PEB. ACCESSIBLE PATHS
 APPROVED BY DATE
 8.4.2017
 3 RETAINING WALLS TO 2 ALONG CURB REDUCTION OF 2 PARKING SPACES + ADP'L MINOR CHANGES AS SHOWN

KEYNOTES

- 1 EXISTING CONC. SIDEWALK
- 2 NEW CONC. SIDEWALK
- 3 HC ACCESSIBLE RAMP
- 4 MONUMENT SIGN PENDING GOVERNMENTAL APPROVALS
- 5 HC ACCESS AISLES, PARKING SPACES, SIGNAGE
- 6 MOTORCYCLE SPACES
- 7 LANDSCAPED AREA
- 8 TREE WELL
- 9 STRIPING
- 10 FUTURE RETAIL DUMPSTER ENCLOSURE
- 11 TRANSFORMER
- 12 ASPHALT PAVING
- 13 NEW CURB CUT/ DRIVEPAD
- 14 COLORED CONCRETE PATIO
- 15 SHADE CANOPY ABOVE, COLOR TO MATCH BLDGS
- 16 CARWASH DUMPSTER ENCLOSURE
- 17 BIKE RACK 3 LOOPS
- 18 20' HIGH LIGHT POLE
- 19 EMPLOYEE PARKING SIGNAGE
- 20 DIRECTIONAL SIGNAGE
- 21 BENCH
- 22 UMBRELLA AND CHAIRS
- 23 MAX 5' SPLIT FACE CMU RETAINING WALL
- 24 ABSORPTIVE SOUND ELEMENTS SHALL BE PROVIDED INSIDE THE TUNNEL SPRAY AREA
- 25 WHEELSTOP
- 26 6' WIDE ADA ACCESSIBLE PATH
- 27 MIN. 6", MAX. 8" HIGH CURB BETWEEN LANDSCAPE AREA AND PARKING/DRIVE AISLES, TYPICAL
- 28 DIRECTIONAL SIGNAGE

* NOTE: -ADA PARKING SIGNAGE SHALL HAVE LANGUAGE: "VIOLATORS ARE SUBJECT TO A FINE AND/OR TOWING"
 -ADA ACCESS AISLE SHALL HAVE WORDS "NO PARKING" IN CAPITAL LETTERS, EACH LETTER MIN. 1" HIGH X 2" WIDE



ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER

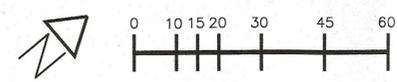
ALL SCREENING AND VEGETATION AROUND GROUND-MOUNTED TRANSFORMERS SHALL PROVIDE 10 FEET OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5 FEET OF CLEARANCE ON THE REMAINING 3 SIDES

THE SITE IS SERVED BY AN EXISTING PUBLIC TRANSIT ROUTE

SEE LANDSCAPE PLAN FOR LANDSCAPE WALLS

SITE PLAN

1" = 20'-0"



RADIUS INFORMATION:

- 1 RADIUS = 2'-0"
- 2 RADIUS = 3'-0"
- 3 RADIUS = 5'-0"
- 4 RADIUS = 10'-0"
- 5 RADIUS = 15'-0"
- 6 RADIUS = 20'-0"
- 7 RADIUS = 25'-0"
- 8 RADIUS = 30'-0"
- 9 RADIUS = 40'-0"
- 10 RADIUS = 50'-0"
- 11 RADIUS = 60'-0"
- 12 RADIUS = 8'-0"

NUMBER	DIRECTION	DISTANCE
L1	S 58°46'11" W	6.93'
(LD)	(S 58°46'43" W)(6.93')	

NUMBER	DELTA ANGLE	CHORD	DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	02°50'39"	S 39°38'45" W		3894.72	193.33	193.31
(C1)	(02°50'39")	(S 39°39'12" W)	(3894.72)	(193.33)	(193.31)	(193.31)
CP	89°01'20"	N 82°44'01" E		30.00	46.61	42.06
(CP)	(89°01'20")	(N 82°44'33" E)	(30.00)	(46.61)	(42.06)	(42.06)
C3	19°33'29"	S 42°58'34" E		2500.00	85.34	84.92
(C3)	(19°33'29")	(S 42°58'03" E)	(2500.00)	(85.34)	(84.92)	(84.92)
C4	77°21'34"	S 05°28'58" W		35.00	47.26	43.75
(C4)	(77°21'34")	(S 05°29'29" W)	(35.00)	(47.26)	(43.75)	(43.75)
C5	25°02'32"	N 31°38'29" E		274.50	119.98	119.02
(C5)	(25°02'32")	(N 31°39'00" E)	(274.50)	(119.98)	(119.02)	(119.02)
C6	39°38'58"	S 38°56'42" W		225.50	156.05	152.95
(C6)	(39°38'58")	(S 38°57'14" W)	(225.50)	(156.05)	(152.95)	(152.95)

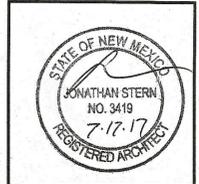
COORS BOULEVARD N.W. 150' R/W

6' PUBLIC SIDEWALK EASEMENT FILED OCTOBER 30, 2006 BOOK 2006C, PAGE 331

10' PUBLIC UTILITY EASEMENT FILED OCTOBER 30, 2006 BOOK 2006C, PAGE 331

REV	DATE	BY	REVISION
1			
2			
3			
4			
5			

MODULUS ARCHITECTS
 220 COPPER AVE. N.W. SUITE 350
 ALBUQUERQUE, NEW MEXICO 87102
 PHONE (505) 338-1499 FAX (505) 338-1498



PROJECT: 5401 SEVILLA AVE. NW
 COORS & SEVILLA ALBUQUERQUE, NM
 PROJECT MANAGER: JONATHAN STERN
 SHEET TITLE: ARCHITECTURAL SITE PLAN
 DRAWN BY: JS
 DATE: 6/15/16

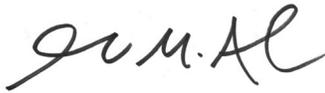
SCALE: AS NOTED

ADMINISTRATIVE AMENDMENT

FILE #: SI-2022-00314

PROJECT #: PR-2019-002598

Relocation of existing automated pay station west of existing location. No additional
changes to grading and drainage, parking, site circulation, or site configuration.



Digitally signed by James M. Aranda
DN: cn=James M. Aranda, o=City of Albuquerque,
ou=Planning Department, email=jmaranda@cabq.gov, c=US
Date: 2022.03.14 09:13:30 -06'00'

3/14/2022

APPROVED BY

DATE



DATA

LAND AREA: 1.8728 ACRES
 ZONING: SU-1 PRD, O-1, C-1 ALLOWED
 MAX. BUILDING HEIGHT: 26'
 FLOOR/AREA RATIO: 0.12
 BUILDING AREA:
 CARWASH 5,548 SF
 RETAIL PAD 5,021 SF

GENERAL NOTES

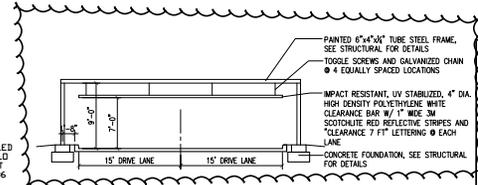
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 (53)-10% (5) = 48 *10% REDUCTION WITHIN
 300' OF REGULAR TRANSIT ROUTE
 TOTAL: 48 SPACES REQUIRED AND 58 PROVIDED
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LEGAL DESCRIPTION:

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2 CLEARANCE BAR DETAIL

N.T.S.

PROJECT NUMBER: 1004475
 APPLICATION NUMBER: 16262-70237

DESIGN DEVELOPMENT PLAN SIGNOFF APPROVAL:

Professional Engineer	11/20/14
Professional Architect	11-20-14
Professional Surveyor	11-20-14
Professional Planner	11-20-14
Professional Environmental	11-20-14
Professional Solid Waste Management	11-20-14
Professional Public Health	11-20-14
Professional Traffic Engineering	11-20-14
Professional Environmental Health	11-20-14

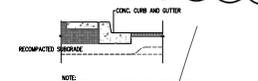
REV	DATE	BY	DESCRIPTION
1	11/20/14	AS	ISSUE FOR PERMITS
2	11/20/14	AS	ISSUE FOR PERMITS
3	11/20/14	AS	ISSUE FOR PERMITS
4	11/20/14	AS	ISSUE FOR PERMITS
5	11/20/14	AS	ISSUE FOR PERMITS

MODULUS ARCHITECTS
 220 COPPER AVE. N.W. SUITE 350
 ALBUQUERQUE, NEW MEXICO 87102
 PHONE (505) 338-1499 FAX (505) 338-1498

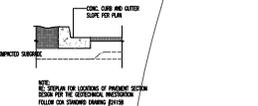


PROJECT NO: 5401 SEVILLA AVE. NW
 DRAWN BY: AS
 CHECKED BY: AS
 PROJECT ADDRESS: COORS & SEVILLA ALBUQUERQUE, NM
 ARCHITECT: JONATHAN STERN
 SHEET NO: ARCHITECTURAL SITE PLAN

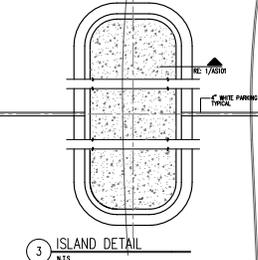
DATE: 03/01/22
 SCALE: AS101
 AS NOTED



1 ISLAND CURB DETAIL



2 TYPICAL CURB DETAIL



3 ISLAND DETAIL

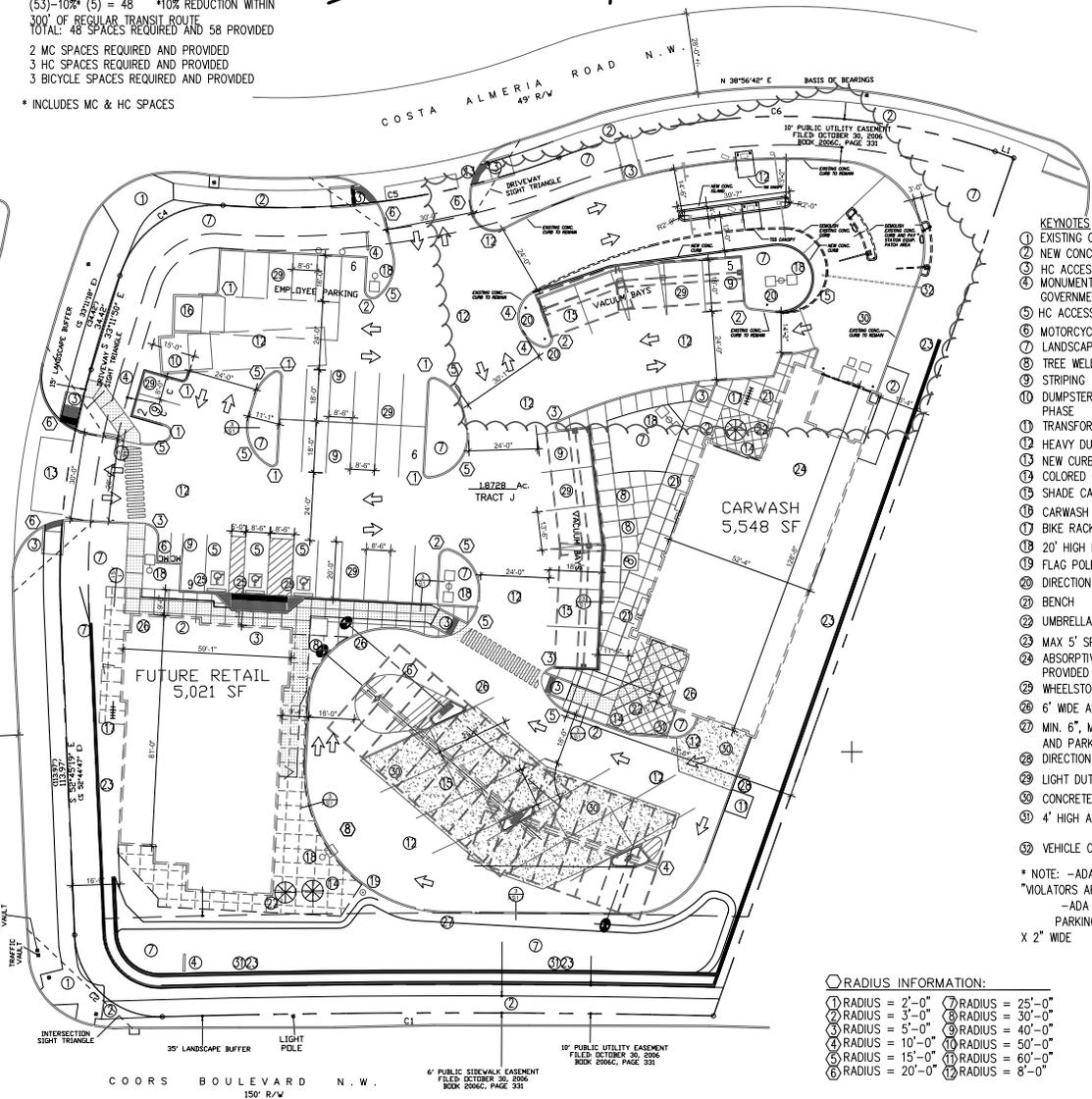
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THE SITE IS SERVED BY AN EXISTING PUBLIC TRANSIT ROUTE

SEE LANDSCAPE PLAN FOR LANDSCAPE WALLS

1 SITE PLAN



- KEYNOTES**
- 1 EXISTING CONC. SIDEWALK
 - 2 NEW CONC. SIDEWALK, SEE DETAIL 14/AS.1
 - 3 HC ACCESSIBLE RAMP, SEE DETAILS 17 & 18/AS.1
 - 4 MONUMENT SIGN PENDING
 - 5 GOVERNMENTAL APPROVALS
 - 6 HC ACCESS AISLES, PARKING SPACES, SIGNAGE*
 - 7 MOTORCYCLE SPACES, SEE DETAIL 5/AS.1 FOR SIGNAGE
 - 8 LANDSCAPED AREA, REFER TO LANDSCAPE PLAN
 - 9 TREE WELL
 - 10 STRIPING
 - 11 DUMPSTER ENCLOSURE FOR FUTURE RETAIL INCLUDED IN THIS PHASE
 - 12 TRANSFORMER LOCATION, REFER TO ELECTRICAL SITE PLAN.
 - 13 HEAVY DUTY ASPHALT PAVING, SEE DETAIL 4/AS.1
 - 14 NEW CURB CUT / DRIVEPAD
 - 15 COLORED CONCRETE PATIO
 - 16 SHADE CANOPY ABOVE, COLOR TO MATCH BLDGS
 - 17 CARWASH DUMPSTER ENCLOSURE, SEE DETAIL 8/AS.1
 - 18 BIKE RACK 3 LOOPS
 - 19 20' HIGH LIGHT POLE, REFER TO ELECTRICAL SITE PLAN
 - 20 FLAG POLE, SEE DETAIL 15/AS.1 FOR BASE
 - 21 DIRECTIONAL SIGNAGE
 - 22 BENCH
 - 23 UMBRELLA AND CHAIRS PROVIDED BY OWNER
 - 24 MAX 5' SPLIT FACE CMU RETAINING WALL
 - 25 ABSORPTIVE SOUND ELEMENTS SHALL BE PROVIDED INSIDE THE TUNNEL SPRAY AREA
 - 26 WHEELSTOP, SEE DETAIL 16/AS.1
 - 27 6" WIDE ADA ACCESSIBLE PATH
 - 28 MIN. 6", MAX. 8" HIGH CURB BETWEEN LANDSCAPE AREA AND PARKING/DRIVE AISLES, TYPICAL
 - 29 DIRECTIONAL SIGNAGE
 - 30 LIGHT DUTY ASPHALT PAVING, SEE DETAIL 7/AS.1
 - 31 CONCRETE PAVING, SEE DETAIL 9/AS.1
 - 32 4" HIGH ALUMINUM FENCE BY AMERISTAR, MONARCH 2 RAIL STYLE
 - 33 VEHICLE CLEARANCE BAR, SEE DETAIL ON THIS SHEET.

* NOTE: -ADA PARKING SIGNAGE SHALL HAVE LANGUAGE: "VIOLATORS ARE SUBJECT TO A FINE AND/OR TOWING"
 -ADA ACCESS AISLE SHALL HAVE WORDS "NO PARKING" IN CAPITAL LETTERS, EACH LETTER MIN. 1" HIGH X 2" WIDE

RADIUS INFORMATION:

- 1 RADIUS = 2'-0"
- 2 RADIUS = 3'-0"
- 3 RADIUS = 4'-0"
- 4 RADIUS = 5'-0"
- 5 RADIUS = 10'-0"
- 6 RADIUS = 15'-0"
- 7 RADIUS = 20'-0"
- 8 RADIUS = 25'-0"
- 9 RADIUS = 30'-0"
- 10 RADIUS = 40'-0"
- 11 RADIUS = 50'-0"
- 12 RADIUS = 60'-0"
- 13 RADIUS = 8'-0"

NUMBER	DELTA	ANGLE	CHORD	DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	180.0000	0.00	0.00	S	39.3845	0.00	0.00
C2	180.0000	0.00	0.00	S	39.3845	0.00	0.00
C3	90.0000	90.00	39.3845	E	39.3845	39.3845	39.3845
C4	90.0000	90.00	39.3845	E	39.3845	39.3845	39.3845
C5	180.0000	0.00	0.00	S	39.3845	0.00	0.00
C6	180.0000	0.00	0.00	S	39.3845	0.00	0.00



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 30, 2006

5. Project # 1004675

06DRB-01026 Major-Preliminary Plat Approval
06DRB-01027 Major-Vacation of Public Easements
06DRB-01028 Minor-Subd Design (DPM) Variance
06DRB-01029 Minor-Sidewalk Waiver
06DRB-01030 Minor-Temp Defer SDWK

MARK GOODWIN & ASSOCIATES PA agent(s) for T. S. MCNANEY request(s) the above action(s) for all or a portion of Tract(s) 1, SP KINSCHERFFLAND AND SW ¼ ON NE ¼, SEC 35, T11N, R2E (to be known as **VISTA DE LA LUZ**) zoned SU-1 PRD, located on COORS BLVD NW, between WESTERN TRAIL NW and DELLYNE AVE NW containing approximately 29 acre(s). [REF: 06DRB00836] [*Deferred from 8/9/06 & 8/23/06*] (F-11)

At the August 30, 2006, Development Review Board meeting, with the signing of the infrastructure list dated 8/30/06 and approval of the grading plan engineer stamp dated 8/22/06 the preliminary plat was approved.

The vacation was approved as shown on Exhibit B in the Planning file, subject to these findings and conditions:

FINDINGS:

1. The public welfare is in no way served by retaining the rights-of-way and/or easements.
2. There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right.

CONDITIONS:

1. The vacated property shall be shown on a replat approved by the Development Review Board and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.

A subdivision design variance from minimum DPM design standards was approved as shown on Exhibit C in the Planning file. A sidewalk variance for waiver of sidewalks was approved as shown on Exhibit C in the Planning file. The temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit C in the Planning file.



OFFICIAL NOTICE OF DECISION
PAGE 2

06DRB-01097 Minor-SiteDev Plan Subd/EPC

CONSENSUS PLANNING agent(s) for TS MCNANEY LLC / MONTERREY LAND GROUP LLC request(s) the above action(s) for all or a portion of Tract(s) 1, KINSCHERFF, LANDS OF RAY A GRAHAM III (to be known as **VISTA DE LA LUZ**, zoned SU-1 PRD (10DU/A) located on COORS BLVD NW, between SAN ANTONIO ARROYO NW and LA LUZ DEL OESTE NW containing approximately 29 acre(s). [REF:06DRB-00836] [**Catalina Lehner, EPC Case Planner**] [*Deferred from 8/9/06 & 8/23/06*] (F-11)

The site plan for subdivision was approved with final sign off delegated to Planning for Catalina Lehner's initials and 3 copies of the site plan.

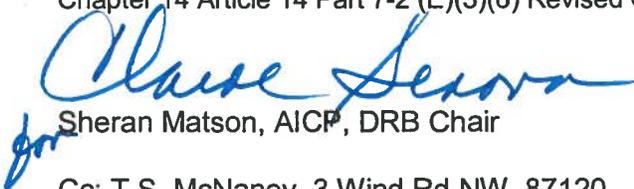
If you wish to appeal this decision, you must do so by September 14, 2006, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Please note that a Preliminary Plat approval date is the date of the DRB action plus the 15-day appeal period. The Preliminary Plat approval is effective one year from that date. The DRB must take action on the Preliminary Plat Extension prior to the expiration of the approval or the Preliminary Plat approval is null and void. (REF: Chapter 14 Article 14 Part 3-4 (E) Revised Ordinance.)

Please note that the vacation of all plats, rights-of-way, and easements are void after one year from the final appeal date referenced above if all conditions are not met (The effective date of Development Review Board approval is the hearing date plus the 15-day appeal period.) (REF: Chapter 14 Article 14 Part 7-2 (E)(3)(6) Revised Ordinance.)


Sheran Matson, AICP, DRB Chair

Cc: T.S. McNaney, 3 Wind Rd NW, 87120
Mark Goodwin & Associates PA, P.O. Box 90606, 87199
Consensus Planning, 302 8th St NW, 87102
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

October 15, 2008

Project# 1004675

08DRB-70410 ONE YEAR EXTENSION OF SUBDIVISION IMPROVMENTS AGREEMENT

MARK GOODWIN AND ASSOCIATES PA agent(s) for MONTERREY LAND GROUP, LLC request(s) the referenced/ above action for **VISTA DE LA LUZ SUBDIVISION**, zoned SU-1/ PRD, located on the west side of COORS BLVD NW BETWEEN WESTERN TRAILS NW AND DELLYNE AVE NW containing approximately 29 acre(s). (F-11)

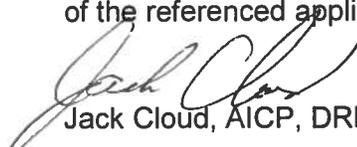
At the October 15, 2008 Development Review Board meeting, a one year extension of the Subdivision Improvements Agreement was approved.

If you wish to appeal this decision, you must do so by October 30, 2008, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Jack Cloud, AICP, DRB Chair

Cc: Mark Goodwin & Associates – P.O. Box 90606 – Albuquerque, NM 87199

Cc: Monterrey Land Group LLC – Albuquerque, NM 87106

Marilyn Maldonado

File



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 15, 2010

Project# 1004675

10DRB-70265 EXT OF SIA FOR TEMP DEFR SDWK CONST

KCRW PROPERTIES LLC agent(s) for KCRW PROPERTIES LLC request(s) the above action(s) for all or a portion of Lot(s) 23,24,13-16,46-54, 57-61, 30-33, 13-17, 20-23, Block(s) A & B, **VISTA DEL LA LUZ** zoned SU-1 PRD, located on COORS BLVD NW AND SEVILLE NW (F-11)

At the September 15, 2010 Development Review Board meeting, a two year extension to the four-year agreement for the deferral of sidewalks was approved.

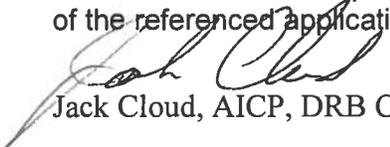
If you wish to appeal this decision, you must do so by September 30, 2010 in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision.

The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Jack Cloud, AICP, DRB Chair

Cc: KC RW Properties, LLC – 7450 Hancock Ct. NE Ste B – Albuquerque, NM 87109
Marilyn Maldonado
file



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

August 31, 2011

Project # 1004675
11DRB-70224 EXT OF MINOR
SUBDIVISION IMPROVEMENTS AGREEMENT/SIDEWALKS

FIRST AMERICAN BANK request(s) the above action(s) for all of a portion of Tract(s) J, **VISTA DE LUZ**, zoned SU-1/PRD, located on COORS AND SEVILLA containing approximately 1.87 acre(s). (F-11Z)

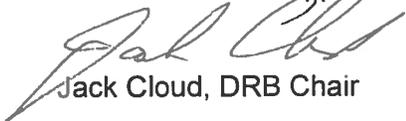
At the August 31, 2011 Development Review Board meeting, a 2 year extension to the agreement for the deferral of sidewalks was approved. Please provide an exhibit to the Design Review Committee indicating the lot number/addresses where sidewalks are still deferred.

If you wish to appeal this decision, you must do so by September 15, 2011, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

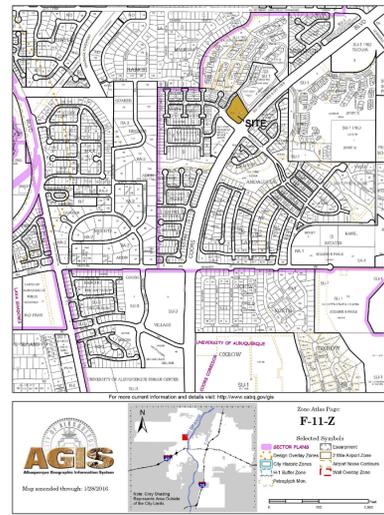
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Jack Cloud, DRB Chair

Cc:
Marilyn Maldonado
file

NEW PROPOSED CHANGES TO SITE PLAN



DATA

LAND AREA: 1.8728 ACRES
 ZONING: SU-1 PRD, O-1, C-1 ALLOWED
 MAX. BUILDING HEIGHT: 26'
 FLOOR/AREA RATIO: 0.12
 BUILDING AREA:
 CARWASH 5,548 SF
 RETAIL PAD 5,021 SF

PARKING CALCULATIONS:

CAR WASH: 2 PER 1000 SF GFA OF RETAIL, OFFICE, AND WAITING AREA

1,564.84 SF = 3 SPACES REQUIRED

RETAIL: 1 PER 200 SF GFA

5,021 SF = 25 SPACES REQUIRED

PARKING CALCULATIONS:

TOTAL SPACES REQUIRED 28 + 15%: 43

TOTAL SPACES PROVIDED: 57

ACCESSIBLE PARKING REQUIRED: 2 SPACE

TOTAL SPACES PROVIDED: 4

MOTORCYCLE PARKING REQUIRED: 2 SPACES

TOTAL SPACES PROVIDED: 2

BICYCLE PARKING REQUIRED: 3 SPACES

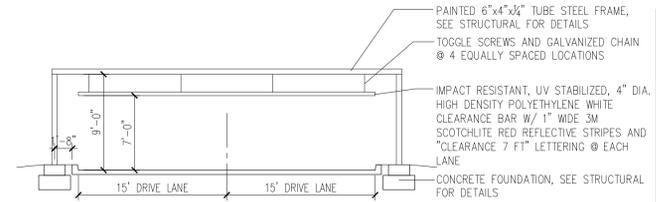
TOTAL SPACES PROVIDED: 3

GENERAL NOTES

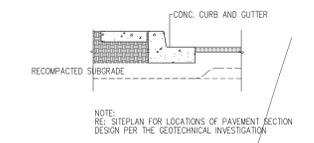
A. ALL WHEELCHAIR RAMPS IN THE CITY RIGHT OF WAY SHALL HAVE A MAXIMUM SLOPE OF 1:12 AND MUST HAVE A DETECTABLE WARNING SURFACE CONSISTING OF RAISED, TRUNCATED DOMES.

LEGAL DESCRIPTION:

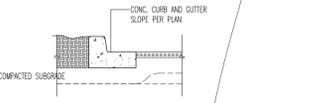
TRACT LETTERED "J", PLAT OF VISTA DE LA LUZ, WITHIN SECTION 35, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 30, 2006, IN PLAT BOOK 2006C, FOLIO 331, AS DOCUMENT No. 2006165286



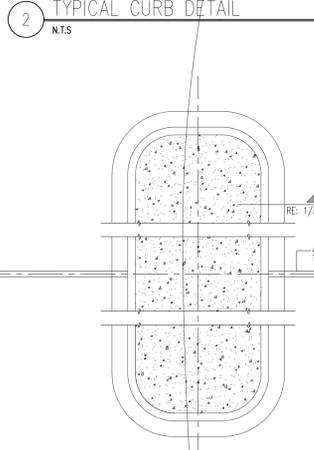
2 CLEARANCE BAR DETAIL
N.T.S.



1 ISLAND CURB DETAIL
N.T.S.



2 TYPICAL CURB DETAIL
N.T.S.



3 ISLAND DETAIL
N.T.S.

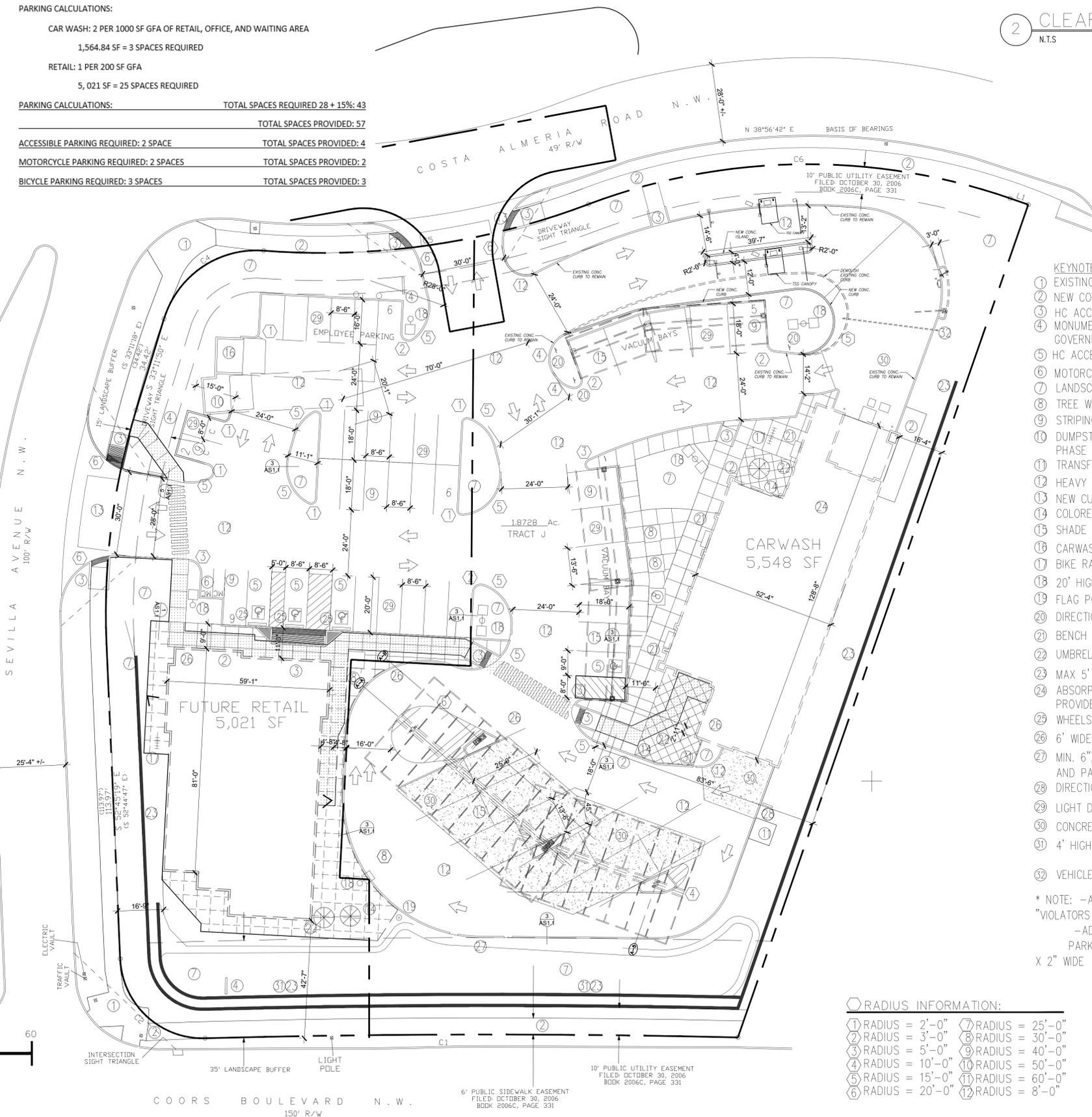
ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER

ALL SCREENING AND VEGETATION AROUND GROUND-MOUNTED TRANSFORMERS SHALL PROVIDE 10 FEET OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5 FEET OF CLEARANCE ON THE REMAINING 3 SIDES

THE SITE IS SERVED BY AN EXISTING PUBLIC TRANSIT ROUTE

SEE LANDSCAPE PLAN FOR LANDSCAPE WALLS

1 SITE PLAN
1" = 20'-0"



KEYNOTES

- 1 EXISTING CONC. SIDEWALK
- 2 NEW CONC. SIDEWALK, SEE DETAIL 14/AS1.1
- 3 HC ACCESSIBLE RAMP, SEE DETAILS 17 & 18/AS1.1
- 4 MONUMENT SIGN PENDING GOVERNMENTAL APPROVALS
- 5 HC ACCESS AISLES, PARKING SPACES, SIGNAGE*
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- 8 TREE WELL
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- 15 SHADE CANOPY ABOVE, COLOR TO MATCH BLDGS
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- 18 20' HIGH LIGHT POLE, REFER TO ELECTRICAL SITE PLAN
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- 21 BENCH
- 22 UMBRELLA AND CHAIRS PROVIDED BY OWNER
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- 30 CONCRETE PAVING, SEE DETAIL 9/AS1.1
- 31 4' HIGH ALUMINUM FENCE BY AMERISTAR, MONARCH 2 RAIL STYLE
- 32 VEHICLE CLEARANCE BAR, SEE DETAIL ON THIS SHEET.

* NOTE: -ADA PARKING SIGNAGE SHALL HAVE LANGUAGE: "VIOLATORS ARE SUBJECT TO A FINE AND/OR TOWING"
 -ADA ACCESS AISLE SHALL HAVE WORDS "NO PARKING" IN CAPITAL LETTERS, EACH LETTER MIN. 1" HIGH X 2" WIDE

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- 8 RADIUS = 30'-0"
- 9 RADIUS = 40'-0"
- 10 RADIUS = 50'-0"
- 11 RADIUS = 60'-0"
- 12 RADIUS = 8'-0"

NUMBER	DIRECTION	DISTANCE
L1	S 58°46'11" W	6.93'
(L1)	(S 58°46'43" W)	(6.93')

NUMBER	BELTA ANGLE	CHORD	DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	02°50'39"	S	39°58'45" W	3894.72	193.33	193.31
(C1)	(02°50'39")	(S)	(39°59'12" W)	(3894.72)	(193.33)	(193.31)
C2	09°01'20"	N	82°44'01" E	30.00	46.61	42.06
(C2)	(09°01'20")	(N)	(82°44'33" E)	(30.00)	(46.61)	(42.06)
C3	19°33'29"	S	42°58'34" E	250.00	85.34	84.92
(C3)	(19°33'29")	(S)	(42°58'03" E)	(250.00)	(85.34)	(84.92)
C4	17°21'34"	S	05°28'58" W	35.00	47.26	43.75
(C4)	(17°21'34")	(S)	(05°29'29" W)	(35.00)	(47.26)	(43.75)
C5	25°02'32"	N	31°38'29" E	274.50	119.98	119.02
(C5)	(25°02'32")	(N)	(31°39'00" E)	(274.50)	(119.98)	(119.02)
C6	39°38'58"	S	38°56'42" W	225.50	156.05	152.95
(C6)	(39°38'58")	(S)	(38°57'14" W)	(225.50)	(156.05)	(152.95)

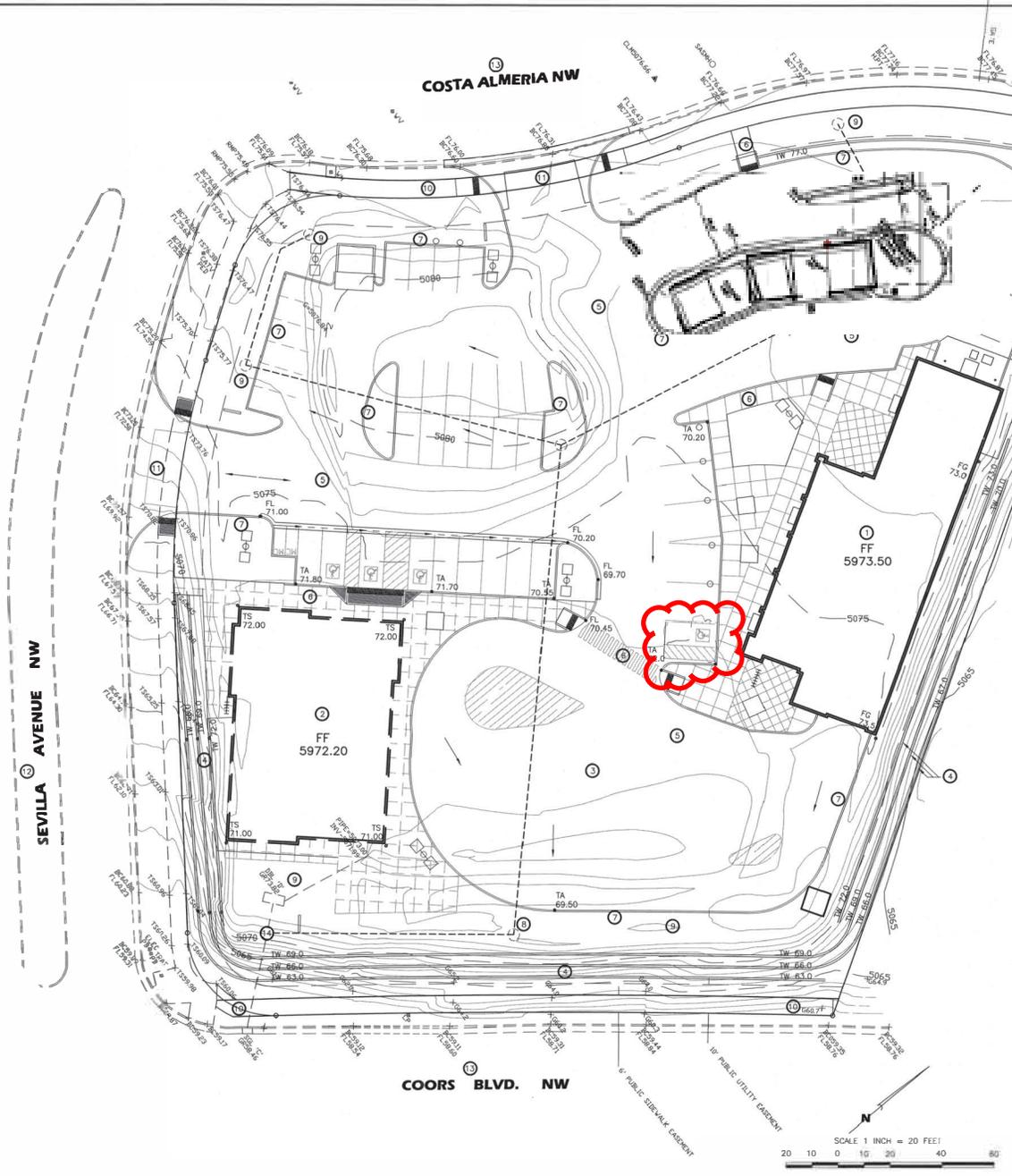
MODULUS ARCHITECTS
 220 COPPER AVE. N.W. SUITE 350
 ALBUQUERQUE, NEW MEXICO 87102
 PHONE (505) 338-1499 FAX (505) 338-1498

PROJECT TITLE: 5401 SEVILLA AVE. NW
 COORS & SEVILLA ALBUQUERQUE, NM
 PROJECT MANAGER: JONATHAN STERN
 DRAWN BY: J.S.
 SHEET TITLE: ARCHITECTURAL SITE PLAN

DATE: 11/11/22
 SCALE: AS NOTED

REV	DATE	BY	REVISION
04/10/2018	CDC	ADDED CANOPY GRID LINES	
7/17/17	JS	DRB AA REVIS	
5/22/17	JS	DRB AA	
9/12/16	JS	DRB COMMENTS	

GRADING PLAN



DRAINAGE NOTES

1. THE SITE IS PRESENTLY VOID OF CONSTRUCTION WITH THE EXCEPTION OF A TEMPORARY DETENTION POND AND A 24\"/>

DRAINAGE DATA

CONDITION	RETURN PERIOD	STORM TREATMENT	TREATMENT AREA	EXCESS PRECIPITATION	PEAK RATE	RUNOFF VOLUME	RUNOFF RATE
I	N	(table 4)	(table 4)	(table 6)	(table 9)		
-	Year	-	sq. ft.	in.	cfs/acre	cu. ft.	cfs
EXISTING	10	A	79619	0.08	0.24	531	0.44
		B	0	0.22	0.76	0	0.00
		C	0	0.44	1.49	0	0.00
		D	0	1.24	2.89	0	0.00
		TOTAL	79619			531	0.44
	100	A	79619	0.44	1.29	2919	2.36
		B	0	0.67	2.03	0	0.00
		C	0	0.99	2.87	0	0.00
		D	0	1.97	4.37	0	0.00
		TOTAL	79619			2919	2.36
DEVELOPED	10	A	0	0.08	0.24	0	0.00
		B	19974	0.22	0.76	386	0.35
		C	0	0.44	1.49	0	0.00
		D	59645	1.24	2.89	6163	3.98
		TOTAL	79619			6530	4.31
	100	A	0	0.44	1.29	0	0.00
		B	19974	0.67	2.03	1115	0.93
		C	0	0.99	2.87	0	0.00
		D	59645	1.97	4.37	9792	5.98
		TOTAL	79619			10907	6.91

TOTAL FIRST FLUSH VOLUME
 VOLUME = IMPERVIOUS AREA X (0.42-0.10)/12
 = 1590 CUBIC FEET

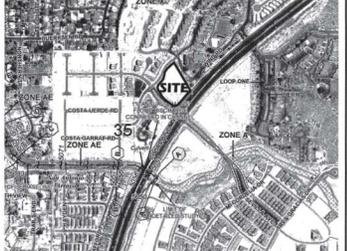
LEGEND

TBM	TEMPORARY BENCHMARK	MH	MANHOLE
G	GROUND	CB	CATCH BASIN GRATE
FF	FINISH FLOOR	GM	GAS METER
FG	FINISH GRADE	GV	GAS VALVE
FL	FLOWLINE	LP	LIGHT POLE
TA	TOP OF ASPHALT	PP	POWER POLE
TC	TOP OF CONCRETE	GW	GLY WIRE
BC	TOP OF CURB	PE	ELEC. OR TEL PEDESTAL
TP	TOP OF EARTH PAD	RD	ROOF DRAINAGE POINT
TS	TOP OF SIDEWALK		SURFACE RUNOFF DIRECTION
TH	TOP OF WALL		
FH	FIRE HYDRANT		EXISTING 5' CONTOUR
WM	WATER METER		EXISTING 1' CONTOUR
WV	WATER VALVE		EXISTING SPOT ELEVATION
			PROPOSED SPOT ELEVATION

VICINITY MAP NO. F-11



FEMA FIRM PANEL NO. 114H



KEYED NOTES

1. PROPOSED CAR WASH
2. PROPOSED SHELL
3. PROPOSED COVERED AREA
4. PROPOSED 3' HIGH DRY STACK OR MASONRY RETAINING WALLS w/ 3'+ PLANTING AREA BETWEEN WALLS.
5. PROPOSED HEAVY AND LIGHT DUTY ASPHALT PAVEMENTS.
6. PROPOSED DESIGNATED WALK.
7. PROPOSED CONCRETE HEADER CURB.
8. PROPOSED STORM DRAIN SYSTEM TO EXISTING STORM DRAIN.
9. PROPOSED RETENTION POND FOR INITIAL STORM RUNOFF w/ OVER FLOW TO STORM DRAIN SYSTEM.
10. PROPOSED 6" CONCRETE PUBLIC SIDEWALK PER COA STD. DET. 2430.
11. PROPOSED PRIVATE ENTRANCE DETAIL PER COA STD. DET. 2426.
12. EXISTING PAVED STREET WITH CONCRETE CURB, GUTTER & SIDEWALK.
13. EXISTING PAVED STREET WITH CONCRETE CURB & GUTTER.
14. PROPOSED WATER QUALITY MANHOLE.

LEGAL DESCRIPTION

TRACT 'J', VISTA DE LA LUZ

PERMANENT BENCHMARK

ACS STATION 11-F11, ELEVATION 5029.526 (NAVD 1988)

NO.	DATE	REVISIONS	BY

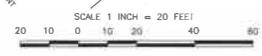
PROFESSIONAL LAND SURVEYOR
 STATE OF NEW MEXICO
 No. 11111

project title
**5401 SEVILLA AVE. NW
 ALBUQUERQUE, NM**

sheet title
CONCEPTUAL G&D PLAN

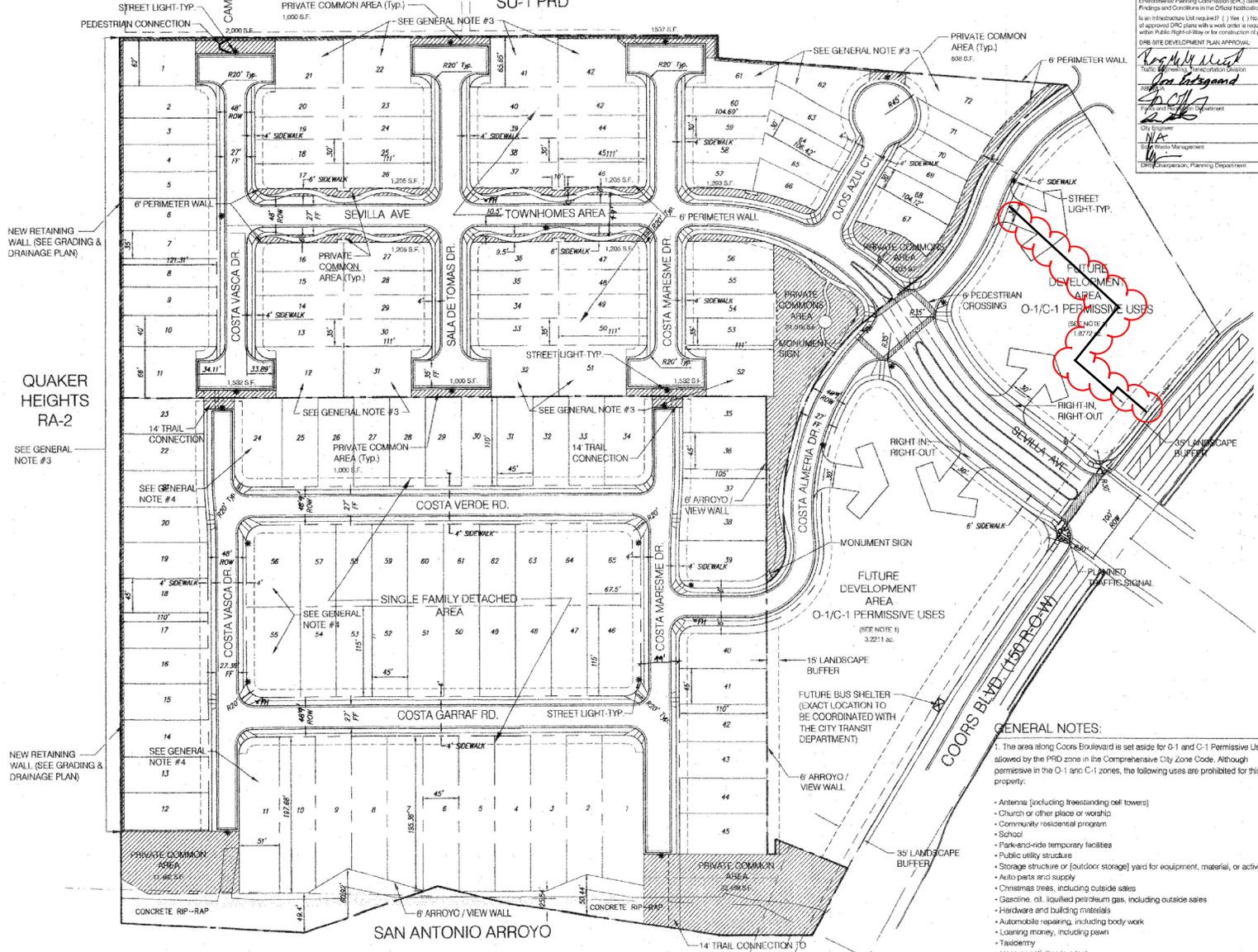
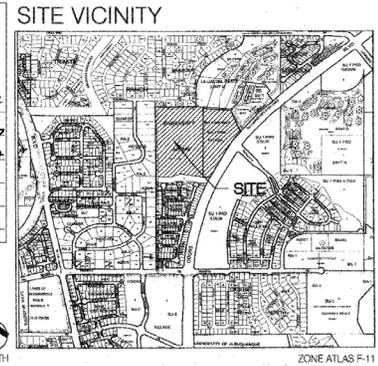
drawn by: JJB
 design by: JJB
 project no.: 1518
 date: 07/05/16

BORDENAVE DESIGNS
 P.O. BOX 91194, ALBUQUERQUE, NM 87199
 (505)823-1344 FAX (505)821-9105



LA LUZ DEL SOL
SU-1 PRD

PROJECT NUMBER: 1004675
 Application Number: 17501-0028
 This plan is consistent with the specific Site Development Plan approved by the Environmental Planning Commission (EPC) dated September 18, 2017 and the Findings and Conditions in the Official Notification of Decision as submitted to an Infrastructure List required? () Yes () No. If yes, then a set of approved DRC plans with work order is required for any construction within Public Right-of-Way or for construction of public improvements.
 DRB SITE DEVELOPMENT PLAN APPROVAL:
 Date: 12/15/17
 Date: 12/13/17
 Date: 8/13/17
 Date: 12/13/17
 Date: 12/13/17
 Date: 12/13/17



SITE DATA:
 SITE ACREAGE: 29.32 acres
 Zoning: SU-1 for PRD (10 du/lot)
 Land Use: 65 Single Family Residential Dwelling Units, 72 Townhomes, 5.1 acres O-1/C-1 Permissive (with exceptions), and 1.55 acres Private Commons Area.
 Gross Residential Density: 5.96 du/acre
 F.A.R. (O-1/C-1): 25 Mex
 Maximum Building Height: For Non-Residential - As allowed in the O-1 Zone per the City Comprehensive Zoning Code. For Residential - See General Note #3 and #4.
 Setbacks: See Design Standards, Sheet 5.
 Landscape: See Landscape Plan, Sheets 2 and 3.

PROJECT NUMBER: 1004675
 Application Number: ~~06PRB-01097~~ 06PRB-01097
 This Plan is consistent with the specific Site Development Plan approved by the Environmental Planning Commission (EPC), dated April 20, 2006 and the Findings and Conditions in the Official Notification of Decision as submitted.
 Is an Infrastructure List required? Yes () No. If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.
 DRB SITE DEVELOPMENT PLAN SIGNOFF APPROVAL:

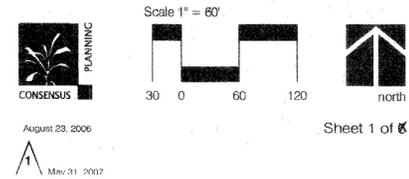
Engineering/Transportation Division: 8/30/06
 Date: 8/30/06
 Water Utility Department: 8/30/06
 Parks and Recreation Department: 8/30/06
 City Engineer: 8/30/06
 Solid Waste Management: 8/31/06
 Date: 8/31/06
 Date: 8/31/06

- GENERAL NOTES:**
- The area along Coors Boulevard is set aside for O-1 and C-1 Permissive Uses, as allowed by the PRD zone in the Comprehensive City Zone Code. Although permissive in the O-1 and C-1 zones, the following uses are prohibited for this property:
 - Antenna (including freestanding cell towers)
 - Church or other place of worship
 - Community residential program
 - School
 - Park-and-ride temporary facilities
 - Public utility structure
 - Storage structure or (outdoor storage) yard for equipment, material, or activity
 - Auto parts and supply
 - Christmas trees, including outside sales
 - Gasoline, oil, liquefied petroleum gas, including outside sales
 - Hardware and building materials
 - Automobile repairing, including body work
 - Lending money, including pawn
 - Tenantry
 - Uses or activities in a tent
 - The O-1/C-1 area will require separate Site Plan Approval by the Environmental Planning Commission when a specific development is proposed.
 - All of the lots along the west boundary of the entire site shall be 1-story, flat-roofed, and not to exceed 15 feet in height. In addition, Lots 12, 21, 22, 31, 32, 41, 42, 51, 52, 61, 62, and 72 within the townhome area (North) shall be 1-story, flat-roofed, and not to exceed 15 feet in height.
 - Lots 10, 11, 24, 25, 55, and 56 of the single family detached area (south) shall have a finished peak elevation a minimum of 18 feet below the top of the westernmost perimeter wall. In addition, Lots 10, 11, 24, 25, 55, and 56 of the single family detached area (south) shall be 1-story.

SITE PLAN FOR SUBDIVISION
VISTAS de LA LUZ
SUBDIVISION

Prepared for: T.S. McNaney & Associates
 302 Eighth Street NW
 Albuquerque, NM 87120

Prepared by: Consensus Planning, Inc.
 302 Eighth Street NW
 Albuquerque, NM 87102



ADMINISTRATIVE AMENDMENT
 File # 07-06180 Project # 1004675
 amend finished plan
 revision for date 10/11/24
 05 SS + 56
 APPROVED BY: [Signature] DATE: 10/21/27

EXHIBITS

EXHIBIT 1

PARKING CALCULATIONS:

CAR WASH: 2 PER 1000 SF GFA OF RETAIL, OFFICE, AND WAITING AREA

1,564.84 SF = 3 SPACES REQUIRED

RETAIL: 1 PER 200 SF GFA

5, 021 SF = 25 SPACES REQUIRED

PARKING CALCULATIONS: TOTAL SPACES REQUIRED 28 + 15%: 43

TOTAL SPACES PROVIDED: 57

ACCESSIBLE PARKING REQUIRED: 2 SPACE TOTAL SPACES PROVIDED: 4

MOTORCYCLE PARKING REQUIRED: 2 SPACES TOTAL SPACES PROVIDED: 2

BICYCLE PARKING REQUIRED: 3 TOTAL SPACES PROVIDED: 3

DIMENSIONAL STANDARDS:

Setbacks	Requirements	Retail Dimensions	Car Wash Dimensions
Front, minimum	5ft	143'-11"	94'-4"
Front, maximum	N/A	-	-
Side, minimum	Interior: 0 ft.; Street side of corner lots: 5 ft.	16'-9" & 5'-0"	94'-10" & 96'-6"
Side, maximum	N/A	-	-
Rear, minimum	15ft	42'-7"	16'-4"
Rear, maximum	N/A	-	-

LANDSCAPE REQUIERMENTS:

CARWASH:

15% OF PARCEL SF – BUILDING SF

51937 SF - 5548 SF*.15 = 6958.35 SF REQUIRED

14901 SF PROVIDED

RETAIL:

15% OF PARCEL SF – BUILDING SF

29643 SF – 5021 SF*.15 = 3693.3 SF REQUIRED

9005 SF PROVIDED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM AN INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording return to:

Via Real Estate, LLC
13105 Dover Avenue
Lubbock Texas 79242
Attn: Contracts Manager
Phone: 806-368-7844

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

DECLARATION FOR CROSS-ACCESS AND OTHER MATTERS

This ***DECLARATION FOR CROSS-ACCESS AND OTHER MATTERS*** (this "**Declaration**") is set forth, established, and declared to be effective this _____ day of _____, 2022, by **VIA Real Estate, LLC**, a Wyoming limited liability company ("**VIA**" or the "**Declarant**").

WHEREAS, Declarant is the owner of the property being described on **Exhibit A** attached hereto, made a part hereof, and incorporated herein for all purposes – same being substantially that real property shown on the **SKETCH PLAT FOR TRACT J-1 AND J-2 VISTA DE LA LUZ** as Lots J-1 and J-2 together – said **SKETCH PLAT FOR TRACT J-1 AND J-2 VISTA DE LA LUZ** shown by that drawing attached hereto, made a part hereof, and incorporated herein for all purposes as **Exhibit B** (the "**Declarant Tract**"); and any future owner of any portion of the Declarant Tract shall be hereinafter referred to from time to time as an "**Owner**", and collectively, all such owners shall be referred to as "**Owners**";

WHEREAS, there has heretofore been set forth, declared, and established certain drainage covenants (the "**Drainage Covenant**"), by the recording of that certain

PRIVATE FACILITY DRAINAGE COVENENANT recorded on **September 27th, 2017** as Clerk's Instrument numbered **2017092964** of the Official Public Land Records of Bernalillo County, New Mexico, reference to which Drainage Covenant is hereby made, and same is incorporated herein for all purposes the same as if reproduced herein *in toto* – said easement is shown as those areas delineated as the “**Detention Pond Area**” in **Exhibit B**;

WHEREAS, there has heretofore been a site plan approved by the Planning and Zoning Board of the City of Albuquerque covering the Declarant Tract by that certain ARCHITECTURAL SITE PLAN, project numbered 1004675, application number 16DRB-70239, as same was amended by that certain ADMINISTRATIVE AMENDMENT, File numbered SI-2022-00314, Project number PR-2019-002598 (the “**Approved Site Plan**”) – said Approved Site Plan is attached hereto, made a part hereof, and incorporated herein for all purposes as **Exhibit C**.

WHEREAS, the Declarant desires to: i) provide for vehicular and pedestrian cross access across the Declarant Tract, ii) shared parking across the Declarant Tract, iii) establish and declare rights and obligations as to solid waste disposal across the Declarant Tract, and, iv) establish and declare rights and obligations as to the Drainage Covenants;

WHEREAS, the Declarant desires to grant certain exclusive use rights and to impose proscriptions against certain uses to which the respective tracts may be put; and

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00 U.S.) cash in hand paid, and the mutual benefits to be realized and the mutual obligations undertaken as set forth herein, all of which consideration is hereby acknowledged as having been paid or given or promised, the parties hereby declare, agree, set forth, and establish that the Declarant Tract, and any part or parcel thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Declarant Tract.

1. **Recitals; Interpretation.** All recitals are hereby incorporated as substantive provisions of this Declaration.

ARTICLE I Cross Access Easement

2. Declarant hereby declares, sets forth, and establishes for itself and its successors or assigns, and its and their respective employees, customers, patrons, agents, vendors, and licensees non-exclusive access over and across the curb cuts, entrances, exits, culverts, and driveways located from time to time on, or to be located on, the Declarant Tract as legally described herein, (the “**Cross Access Easement Area**”).

3. Every Owner is prohibited from constructing improvements over the Cross Access Easement Area (driveway paving, driveway side curbing, sidewalks, code-approved landscaping, code-approved exterior lighting, culverts, ditches, and code-approved street and traffic signage shall not be deemed to be “improvements” proscribed

by this paragraph), or blocking, or interfering with, access over and across the Cross Access Easement Area. Also not proscribed by this paragraph are monument and/or pylon signage and related approved sign-base landscaping so long as same are in areas designated and approved for such pylon or monument signage and do not block the Cross Access Easement Area or impede visibility of vehicular operators using the Cross Access Easement Area.

4. The Cross Access Easement Area shall be kept clear in the future so as not to unreasonably interfere with vehicular and pedestrian access. Each Owner shall maintain in good repair that portion of the Cross Access Easement Area located on such Owner's respective properties with the costs of all such maintenance and repair to be borne by all Owners pursuant to the proportionate cost share table attached hereto, made a part hereof, and incorporated herein as **Exhibit D**; provided, however, shared costs shall be limited to the repair and maintenance of the Cross Access Easement Area to the condition previously existing prior to the needed repair and maintenance. In addition, notwithstanding anything herein to the contrary, no costs shall be shared if the necessity for the repair or maintenance was caused directly or indirectly by the negligence or misconduct of an Owner (or such Owner's assignees, tenants, agents, or contractors). In such event, the owner whose negligence or misconduct caused the need for the repair or replacement shall bear the cost in full. Also as part of the future maintenance responsibility of each such Owner, such obliged Owner will keep the Cross Access Easement Area located on their respective properties free of all papers, waste, debris, filth, refuse, and garbage (including, especially, mud, sand, dirt, rock, and/or waste concrete spatters during periods of construction and development), and, will maintain the Cross Access Easement Area in a First-Class, clean, and visually appealing condition at all times without contribution from any other Owner.

5. If any Owner of any portion of the Declarant Tract removes, or relocates any exit, driveway paving, curb cut, or entrance affected by this Declaration, said party shall construct a replacement exit, driveway, curb cut, or entrance which provides substantially the same access to the properties and public roads as existed prior to the removal, or relocation, and which shall be subject to this Declaration. Removal, relocation or replacement costs shall be borne by the Owner who removes or relocates such exit, driveway paving, curb cut, or entrance.

6. Each Owner shall indemnify, save, and hold Declarant harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of this Cross Access Easement Area.

7. As to any maintenance, repair, replacement, re-construction, and/or re-installation of any part or portion of the Cross Access Easement Area wherein the costs for which are to be shared by all Owners pursuant to this Declaration (¶4 above) (the "**Shared Cost Maintenance**"): (a) no non-obliged Owner shall have any obligation of contribution until the obliged Owner which performed the Shared Cost Maintenance provides to each non-obliged Owner a written accounting for all costs reasonably incurred by such obliged Owner in the performance and completion of such Shared Cost Maintenance, along with sufficient proof that all such costs have been fully paid and releases and lien waivers for same have been obtained from all vendors which performed such Shared Cost Maintenance or provided labor or materials for such work, and a

statement and demand for payment of each non-obliged Owner's proportionate share of such costs (all such written documentation and demand for payment provided to each non-obliged Owner is a "**Notice of Completion and Demand for Payment**"). Each non-obliged Owner shall pay to the obliged Owner all sums reasonably demanded not later than thirty (30) days after such non-obliged Owner's receipt of its respective Notice of Completion and Demand for Payment; (b) no non-obliged Owner shall have any duty to pay any sums demanded by the obliged Owner if such respective Notice of Completion and Demand for Payment is served upon such non-obliged Owner more than one (1) year after the completion of such Shared Cost Maintenance; (c) the obliged Owner shall have a lien against the portion of the Declarant Tract owned by any non-obliged Owner who fails to timely pay all sums due and owing under any timely served and perfected Notice of Completion and Demand for Payment; and (d) nothing herein shall be construed so as to prohibit or otherwise proscribe one obliged Owner from jointly performing and completing qualifying Shared Cost Maintenance with another obligated Owner on areas of the Cross Access Easement Area where damage, wear, deterioration, or destruction has occurred or otherwise exists on more than one such obliged Owner's portion of the Cross Access Easement Area and is in need of such Shared Cost Maintenance.

ARTICLE II

Utilities / Drainage

8. As to those tracts designated as "utility" easement tracts, the words or phrases "**Public Utility**" or "**Public Utilities**" shall mean any utility service, as that term is commercially understood or is otherwise in common usage, offered to members of the public and expressly shall include any public or private water, sewer, electrical, cable, telephone, fiber optic, and gas utility services provided by a public or private utility provider regulated, authorized, certificated, or otherwise approved to serve the Declarant Tract by the City of Albuquerque, New Mexico, a New Mexico municipal corporation, Bernalillo County, New Mexico, or the State of New Mexico. The foregoing notwithstanding, nothing contained herein shall be construed so as to prevent an Owner from constructing or otherwise installing utility facilities and equipment intended to provide public utility service(s) to the Owner's respective properties.

9. No Owner shall construct, or permit the construction of, above-ground improvements over the utility easement tracts and/or the Detention Pond Area (driveway paving, paved parking areas, driveway side curbing, curb-stops, sidewalks, code-approved landscaping, code-approved exterior lighting, culverts, ditches, and code-approved street and traffic signage shall not be deemed to be "improvements" proscribed by this paragraph), or block, or interfere with, access over and across those areas designated for utility easements or Detention Pond Area. In addition, engineered above-surface structures intended to collect, transmit, detain, and/or distribute stormwater, or to aid in the collection, transmission, detention, and/or distribution of stormwater, shall likewise not be deemed to be "above-ground improvements" proscribed by this paragraph.

10. Each Owner shall maintain in good repair that portion of the Detention Pond Area located on such Owner's respective properties with the costs of all such maintenance and repair to be borne by all Owners pursuant to the proportionate cost share table attached hereto, made a part hereof, and incorporated herein as **Exhibit D**;

provided, however, shared costs shall be limited to the repair and maintenance of the Detention Pond Area to the condition previously existing prior to the needed repair and maintenance. In addition, notwithstanding anything herein to the contrary, no costs shall be shared if the necessity for the repair or maintenance was caused directly or indirectly by the negligence or misconduct of an Owner (or such Owner's assignees, tenants, agents, or contractors). In such event, the owner whose negligence or misconduct caused the need for the repair or replacement shall bear the cost in full. Also as part of the future maintenance responsibility of each such Owner, such obliged Owner will keep the Detention Pond Area located on their respective properties free of all papers, waste, debris, filth, refuse, and garbage (including, especially, mud, sand, dirt, rock, and/or waste concrete spatters during periods of construction and development), and, will maintain the Detention Pond Area in a First-Class, clean, and visually appealing condition at all times without contribution from any other Owner.

11. If any Owner of any portion of the Declarant Tract removes, relocates, replaces, or causes changes in grading, to any of the appurtenant equipment or physical characteristics of the Detention Pond Area, said party shall construct or cause the construction of replacing the affected Detention Pond Area which provides substantially the same properties as existed prior to the removal, relocation, or changes in grading and which shall be subject to this Declaration. Removal, relocation, replacement, or re-grading costs shall be borne by the Owner who removes, relocates, replaces, or re-grades such Detention Pond Area.

12. Each Owner shall indemnify, save, and hold Declarant harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of Detention Pond Area.

13. As to any maintenance, repair, replacement, re-construction, and/or re-installation of any part or portion of the Detention Pond Area wherein the costs for which are to be shared by all Owners pursuant to this Declaration (§10 above) (the "**Shared Cost Maintenance**"): (a) no non-obliged Owner shall have any obligation of contribution until the obliged Owner which performed the Shared Cost Maintenance provides to each non-obliged Owner a written accounting for all costs reasonably incurred by such obliged Owner in the performance and completion of such Shared Cost Maintenance, along with sufficient proof that all such costs have been fully paid and releases and lien waivers for same have been obtained from all vendors which performed such Shared Cost Maintenance or provided labor or materials for such work, and a statement and demand for payment of each non-obliged Owner's proportionate share of such costs (all such written documentation and demand for payment provided to each non-obliged Owner is a "**Notice of Completion and Demand for Payment**"). Each non-obliged Owner shall pay to the obliged Owner all sums reasonably demanded not later than thirty (30) days after such non-obliged Owner's receipt of its respective Notice of Completion and Demand for Payment; (b) no non-obliged Owner shall have any duty to pay any sums demanded by the obliged Owner if such respective Notice of Completion and Demand for Payment is served upon such non-obliged Owner more than one (1) year after the completion of such Shared Cost Maintenance; (c) the obliged Owner shall have a lien against the portion of the Declarant Tract owned by any non-obliged Owner who fails to timely pay all sums due and owing under any timely served and perfected Notice of

Completion and Demand for Payment; and (d) nothing herein shall be construed so as to prohibit or otherwise proscribe one obliged Owner from jointly performing and completing qualifying Shared Cost Maintenance with another obligated Owner on areas of the Detention Pond Area where damage, wear, deterioration, or destruction has occurred or otherwise exists on more than one such obliged Owner's portion of the Detention Pond Area and is in need of such Shared Cost Maintenance.

ARTICLE III

USE RESTRICTIONS

14. Exclusive Use / Non-Compete. For so long as Lot J-1 is used as, or leased for use as, an automated tunnel-styled car wash business, the remainder of the Declarant Tract which is not Lot J-1 will not, regardless of then-ownership, be used for, or leased, subleased, or sold to any person for use as, an automated tunnel-styled car wash business.

15. "Sin" Restrictions. Further, subject to and exclusive of any oil, gas, and/or mineral lease(s) of record burdening the Declarant Tract, no owner of the Declarant Tract, or any part or portion thereof, may lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Declarant Tract to be used or operated for any of the following: (a) any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a massage parlor; (c) funeral parlor; (d) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the adjoining LOT; (e) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (f) labor camp, junk yard, recycling facility or stock yard; (g) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (h) any dry cleaners performing on-site cleaning services; (i) any animal raising facilities (except this provision shall not prohibit pet shops, veterinary services, or pet supplies business); (j) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult book store, adult video store or adult movie theater; (k) any bar or tavern; provided; provided, however, a bar within a restaurant shall be permitted; (l) any gun range or shooting gallery; and (m) any use which creates fire, or explosives hazards. This paragraph 13 shall be effective for a period of fifty (50) years from the Effective Date of this Agreement. The period of effectiveness of this paragraph may be extended, however, by a written agreement to so extend for successive ten year (10-yr) periods into perpetuity thereafter executed by those persons holding fee title interest in and to eighty percent (80%) or more of the square footage of the Declarant Tract, and such writing being recorded in the public land records of Bernalillo County, New Mexico, and expressly referencing this "Sin" Restrictions paragraph.

16. The covenants in this section shall run with the Declarant Tract and be binding upon all successor owners and occupants thereof.

ARTICLE IV CROSS PARKING

17. Declarant hereby declares, sets forth, and establishes for itself and its successors or assigns, and for their respective employees, customers, patrons, agents, vendors, and licensees non-exclusive use of the paved parking areas, including ADA compliant handicapped parking, on the Declarant Tract as delineated and approved on **Exhibit C** (the “**Shared Parking Easement Area**”). The foregoing notwithstanding, the Shared Parking Easement Area shall not be used for the parking of over-the-road tractors and trailers, except those which are temporarily parked to facilitate pick-ups or deliveries to the businesses located on the Declarant Tract.

18. The Shared Parking Easement Area shall be kept clear in the future so as not to unreasonably interfere with vehicular and pedestrian parking. Each Owner shall maintain in good repair that portion of the Shared Parking Easement Area located on such Owner’s respective properties with the costs of all such maintenance and repair to be borne by all Owners pursuant to the proportionate cost share table attached hereto, made a part hereof, and incorporated herein as **Exhibit D**; provided, however, shared costs shall be limited to the repair and maintenance of the Shared Parking Easement Area to the condition previously existing prior to the needed repair and maintenance. In addition, notwithstanding anything herein to the contrary, no costs shall be shared if the necessity for the repair or maintenance was caused directly or indirectly by the negligence or misconduct of an Owner (or such Owner’s assignees, tenants, agents, or contractors). In such event, the Owner whose negligence or misconduct caused the need for the repair or replacement shall bear the cost in full. Also as part of the future maintenance responsibility of each such Owner, such obliged Owner will keep the Shared Parking Easement Area located on their respective properties free of all papers, waste, debris, filth, refuse, and garbage (including, especially, mud, sand, dirt, rock, and/or waste concrete spatters during periods of construction and development), and, will maintain the Shared Parking Easement Area in a First-Class, clean, and visually appealing condition at all times without contribution from any other Owner.

19. If any Owner of any portion of the Declarant Tract removes, or relocates any parking spaces designated for vehicular or pedestrian parking, said party shall construct replacement parking spaces which provides substantially the same parking to the properties as existed prior to the removal, or relocation, and which shall be subject to this Declaration. Removal, relocation or replacement costs shall be borne by the Owner who removes or relocates such parking spaces.

20. Each Owner shall indemnify, save, and hold Declarant harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of this Shared Parking Easement Area.

21. As to any maintenance, repair, replacement, re-construction, and/or re-installation of any part or portion of the Shared Parking Easement Area wherein the costs for which are to be shared by all Owners pursuant to this Declaration (¶18 above) (the “**Shared Cost Maintenance**”): (a) no non-obliged Owner shall have any obligation of contribution until the obliged Owner which performed the Shared Cost Maintenance

provides to each non-obliged Owner a written accounting for all costs reasonably incurred by such obliged Owner in the performance and completion of such Shared Cost Maintenance, along with sufficient proof that all such costs have been fully paid and releases and lien waivers for same have been obtained from all vendors which performed such Shared Cost Maintenance or provided labor or materials for such work, and a statement and demand for payment of each non-obliged Owner's proportionate share of such costs (all such written documentation and demand for payment provided to each non-obliged Owner is a "**Notice of Completion and Demand for Payment**"). Each non-obliged Owner shall pay to the obliged Owner all sums reasonably demanded not later than thirty (30) days after such non-obliged Owner's receipt of its respective Notice of Completion and Demand for Payment; (b) no non-obliged Owner shall have any duty to pay any sums demanded by the obliged Owner if such respective Notice of Completion and Demand for Payment is served upon such non-obliged Owner more than one (1) year after the completion of such Shared Cost Maintenance; (c) the obliged Owner shall have a lien against the portion of the Declarant Tract owned by any non-obliged Owner who fails to timely pay all sums due and owing under any timely served and perfected Notice of Completion and Demand for Payment; and (d) nothing herein shall be construed so as to prohibit or otherwise proscribe one obliged Owner from jointly performing and completing qualifying Shared Cost Maintenance with another obligated Owner on areas of the Shared Parking Easement Area where damage, wear, deterioration, or destruction has occurred or otherwise exists on more than one such obliged Owner's portion of the Shared Parking Easement Area and is in need of such Shared Cost Maintenance.

ARTICLE V SOLID WASTE EASEMENT

22. Declarant hereby declares, sets forth, and establishes for itself and its successors or assigns, and for their respective employees, customers, patrons, agents, vendors, and licensees non-exclusive use of the dumpster enclosures on the Declarant Tract as delineated and as approved on Exhibit C (the "**Shared Solid Waste Easement Area**").

23. The Shared Solid Waste Easement Area shall be kept clear in the future so as not to unreasonably interfere with any then-Owner's use of such dumpster enclosures. Each Owner shall maintain in good repair their respective assigned dumpster enclosure located within the Shared Solid Waste Easement Area. Also, as part of the future maintenance responsibility of each such Owner, such obliged Owner will maintain their respective assigned dumpster enclosure located within the Shared Solid Waste Easement Area in a First-Class, clean, and visually appealing condition at all times.

24. If any Owner of any portion of the Declarant Tract removes, or relocates any dumpster enclosure, said party shall construct a replacement dumpster enclosure that provides substantially the same use to the properties as existed prior to the removal, or relocation, and which shall be subject to this Declaration. Removal, relocation or replacement costs shall be borne by the Owner who removes or relocates such dumpster enclosure.

25. Each Owner shall indemnify, save, and hold Declarant harmless from any loss, claim or liability arising out of, or attributable to its use, construction, maintenance, and occupation of this Shared Solid Waste Easement Area.

ARTICLE III MISCELLANEOUS

26. Successors and Assigns; Limitation on Release; No joint venture or partnership. This Declaration and the easements, rights, obligations, and restrictions created hereby shall inure to the benefit of and be binding upon the Declarant, and any person acquiring the Declarant Tract, or any portion thereof, or any interest therein, whether by operation of law or otherwise, and their respective heirs, personal representatives, lessees, tenants, occupants, successors and assigns or legal representatives.

Nothing contained in this Declaration shall be construed so as to make the Declarant or any subsequent owner of any portion of the Declarant Tract partners or joint venturers, nor their respective successors, assigns, or legal representatives.

27. Term and Enforcement. The covenants, conditions, restrictions, easements and obligations created and imposed herein shall be effective upon the date hereof, are appurtenant to and shall run with the respective tracts of land, and shall inure to the benefit of and be binding upon the owner of any portion of Declarant Tract and its respective heirs, executors, administrators, successors, successors-in-title, assigns, tenants, customers, employees and invitees, whether or not the easement, covenant, or restriction created established, set forth and declared herein is referenced in any future conveyance of said tracts or any portions of them. Such restrictions and obligations shall be unaffected by any change in the ownership of all or any portion of the Declarant Tract or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Each of the rights created hereunder may be enforceable in a court of equity by (i) the Owner of any portion of the Declarant Tract, (ii) any mortgagee of any portion of the Declarant Tract; (iii) any holder of a leasehold interest in and to the Declarant Tract, and (iv) Declarant's tenants, or their lawful successors or assigns as to their leasehold interests in and to the Declarant Tract; however, enforcement hereunder shall be sought solely against the then owner(s) of the respective Tracts (or the owner of an interest in or portion of the respective Tracts) alleged to be in default. Except as may otherwise be provided herein, the term of this Declaration shall be for perpetuity from the date hereof.

28. Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

29. Breach. In the event of a breach or threatened breach of this Declaration, the owner of any portion of the Declarant Tract or Declarant's tenants shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach

or threatened breach, including without limitation, the right to enjoin such violation or threatened violation. In the event that a party shall institute any action or proceeding against another party relating to the provisions hereof, or any default hereunder, then, and in that event, to the extent permitted by applicable law, the unsuccessful party in such action or proceeding shall reimburse the prevailing party therein the reasonable expenses of attorneys' fees, court costs and other costs incurred therein by the prevailing party through all levels of proceedings.

The "prevailing party" in the context of proceedings in any court other than Federal Bankruptcy Court shall mean that party which comes closest to obtaining the remedy or relief sought; so that, for example, the prevailing party may be that party which is ordered to pay \$100.00 where the obligation to pay \$80.00 was undisputed and the claiming party alleged that it was entitled to recover \$1,000.00.

30. Amendment to Declaration. This Declaration shall not be amended, terminated or modified without the prior written consent of all then-owners of the Declarant Tract and all tenants or other leaseholders thereof, notwithstanding anything contained in this Declaration to the contrary.

31. No Public Dedication. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Declarant Tract to the general public, or for any public use or purpose whatsoever, it being the intention of the Declaration that this Declaration shall be strictly limited to and for the purposes herein expressed.

32. Notices. All notices given pursuant to this Declaration shall be in writing and shall be given by facsimile, by personal delivery by United States Mail or United State express mail postage delivery charge prepaid, return receipt requested, or by an established overnight express delivery service (such as Federal Express or United Parcel service), sent to the person and address or facsimile number designated below. It shall be expressly understood that notices given by attorneys on behalf of their client's in the manner provided in this subsection are effective and recognized notice pursuant to this Declaration. All notices to shall be sent to the person and address set forth below:

Declarant:	VIA Real Estate, LLC 13105 Dover Avenue Lubbock, Texas 79424 Attention: Contracts Manager
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The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Declaration shall be deemed given upon receipt. Any notices required to be served upon successors or assigns or those persons who may hereafter acquire title to any portion of the Declarant Tract thereof, shall be served upon the party at the address shown in the instrument which gave effect to any such assignment, succession, transfer, or other conveyance. Attorneys for the parties listed above may give the notices required hereunder.

33. Waiver. The failure of any legally interested person to insist upon strict performance of any of the covenants or restrictions or other terms, conditions, or

provisions contained herein shall not be deemed a waiver of any rights or remedies that said person may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants or restrictions or other terms, conditions, or provisions contained herein by the same or any other person.

34. Captions and Headings. The captions and headings in this Declaration are for reference only and shall in no way be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

35. Recordation; Jurisdiction. This Declaration may be recorded in the official public land records of Bernalillo County, New Mexico. This Declaration shall be construed under and governed by the laws of the State of New Mexico.

36. Lienholder Protection: This Declaration and the easements and restrictions established hereby with respect to each party and parcel or portion thereof, shall be superior and senior to any lien placed upon any parcel or portion thereof, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the easements and restriction and other provisions, terms and conditions contained in this Declaration shall be binding upon and effective against any Person (including, but not limited to any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, or otherwise.

37. Time of Essence. Time is of the essence with respect to any time periods or dates referenced in this Declaration with respect to all parties.

38. Effectiveness of this Declaration. The easements, rights, and duties described in this Declaration shall be and are effective immediately without further condition save and except that it shall have been first recorded in the public land records of Bernalillo County, New Mexico.

39. Exhibits. The following exhibits are attached hereto, made a part hereof, and incorporated herein for all purposes:

EXHIBIT A – LEGAL DESCRIPTION – Declarant Tract

EXHIBIT B – SKETCH PLAT TRACT J-1 AND J-2 VISTA DE LA LUZ

EXHIBIT C – APPROVED SITE PLAN

EXHIBIT D – PROPORTIONATE COST SHARING TABLE

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the day and year hereinafter shown below.

VIA Real Estate, LLC, a Wyoming limited liability company

Date

By: _____
Derrick Merchant, Manager

STATE OF TEXAS)
LUBBOCK COUNTY)

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify, that **Derrick Merchant**, known to me to be one of the **Managers** of **VIA Real Estate, LLC, a Wyoming limited liability company**, personally appeared before me this day and acknowledged under oath after being duly sworn that, as such **Manager**, he executed the above and foregoing instrument for and on behalf of said limited liability company, so as to bind said limited liability company, on the date therein shown for the consideration and purposes as therein stated, after first having been duly authorized by said company so to do.

Given under my hand and seal this _____ day of _____, 20____.

NOTARIAL SEAL

Notary Public, State of Texas

EXHIBIT A

Legal Description - Declarant Tract

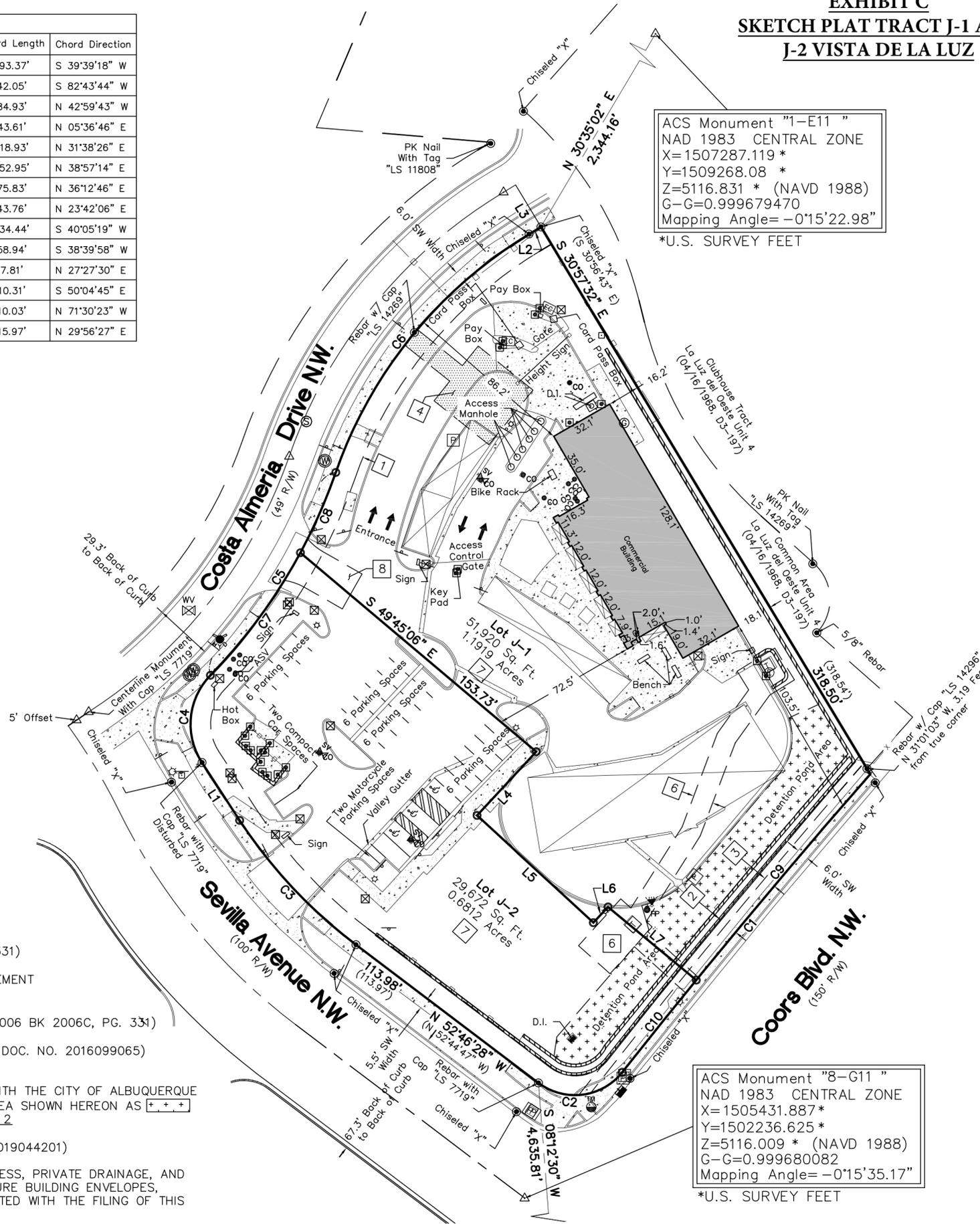
TRACT LETTERED "J", PLAT FOR VISTA DE LA LUZ, WITHIN SECTION 35, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 30, 2006 IN PLAT BOOK 2006C, FOLIO 331, AS DOCUMENT NO. 2006165286.

EXHIBIT C
SKETCH PLAT TRACT J-1 AND
J-2 VISTA DE LA LUZ

Sketch Plat for
Tract J-1 and J-2
Vista De La Luz
Being Comprised of
Tract J,
Vista De La Luz
City of Albuquerque
Bernalillo County, New Mexico
September 2022

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	193.39' (193.33')	3894.72' (3894.72')	2°50'42"	193.37'	S 39°39'18" W
C2	46.60' (46.61')	30.00' (30.00')	88°59'35"	42.05'	S 82°43'44" W
C3	85.34' (85.34')	250.00' (250.00')	19°33'31"	84.93'	N 42°59'43" W
C4	47.08' (47.26')	35.00' (35.00')	77°04'40"	43.61'	N 05°36'46" E
C5	119.88' (119.98')	274.50' (274.50')	25°01'20"	118.93'	N 31°38'26" E
C6	156.05' (156.05')	225.50' (225.50')	39°38'56"	152.95'	N 38°57'14" E
C7	76.07'	274.50' (274.50')	15°52'41"	75.83'	N 36°12'46" E
C8	43.81'	274.50' (274.50')	9°08'39"	43.76'	N 23°42'06" E
C9	134.44'	3894.72' (3894.72')	1°58'40"	134.44'	S 40°05'19" W
C10	58.94'	3894.72' (3894.72')	0°52'02"	58.94'	S 38°39'58" W
C11	7.81'	274.50' (274.50')	1°37'50"	7.81'	N 27°27'30" E
C12	10.37'	28.00'	21°12'42"	10.31'	S 50°04'45" E
C13	10.09'	28.00'	20°38'21"	10.03'	N 71°30'23" W
C14	15.98'	274.50' (274.50')	3°20'04"	15.97'	N 29°56'27" E

Line Table		
Line #	Direction	Length (ft)
L1	N 32°55'34" W (N 33°11'18" W)	34.61' (34.42')
L2	N 58°46'43" E (N 58°46'43" E)	6.95' (6.93')
L3	N 31°00'15" W	24.50'
L4	S 42°47'33" W	43.35'
L5	S 47°13'08" E	78.84'
L6	N 42°59'04" E	10.73'
L7	S 50°14'34" E	57.11'
L8	S 60°14'28" E	22.03'
L9	S 29°18'54" W	11.90'
L10	S 29°18'54" W	8.10'
L11	N 60°14'28" W	22.22'

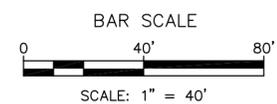


ACS Monument "1-E11"
NAD 1983 CENTRAL ZONE
X=1507287.119 *
Y=1509268.08 *
Z=5116.831 * (NAVD 1988)
G-G=0.999679470
Mapping Angle=-0°15'22.98"
*U.S. SURVEY FEET

ACS Monument "8-G11"
NAD 1983 CENTRAL ZONE
X=1505431.887 *
Y=1502236.625 *
Z=5116.009 * (NAVD 1988)
G-G=0.999680082
Mapping Angle=-0°15'35.17"
*U.S. SURVEY FEET

Legend

N 90°00'00" E	
(N 90°00'00" E)	MEASURED BEARINGS AND DISTANCES
△	RECORD BEARINGS AND DISTANCES PER PLAT (10/30/2006 BK. 2006C, FOL. 331 DOC. NO. 20061652)
●	FOUND CENTERLINE MONUMENT WITH CAP ILLEGIBLE, UNLESS MARKED OTHERWISE
○	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
⊠	COVERED AREA
▨	CONCRETE
▩	BLOCK WALL
—x—	WIRE FENCE
—□—	METAL FENCE
■	BOLLARD
—OHU—	OVERHEAD UTILITY LINE
•	UTILITY POLE
⊠	PULL BOX
☆	LIGHT POLE
⊕	ELECTRIC METER
⊞	TRANSFORMER
⊞	ELECTRIC CABINET
▲	FLOOD LIGHT
⊞	TRAFFIC MAST
⊞	GAS METER
⊞	WATER METER
⊞	FIRE HYDRANT
⊞	SANITARY SEWER MANHOLE
⊞	SAS CLEANOUT
⊞	FLAGPOLE
⊞	IRRIGATION BOX
⊞	STORM DRAIN INLET
⊞	SIGN
⊞	CURB CUT/INDICATION OF ACCESS TO ROADWAY
ASV	ANTI-SIPHON VALVE
SV	SEWER VALVE
D.I.	DROP INLET



Easement Notes

- EXISTING 10' P.U.E. (10/30/2006 BK 2006C, PG. 331)
- EXISTING 10' UNDERGROUND PNM AND MST&T EASEMENT (09/14/1978, BK. MISC. 637, PG. 899)
- EXISTING 6' PUBLIC SIDEWALK EASEMENT (10/30/2006 BK 2006C, PG. 331)
- EXISTING ABCWUA WATER EASEMENT (10/19/2016, DOC. NO. 2016099065) SHOWN HEREON AS [Symbol]
- EXISTING PRIVATE FACILITY DRAINAGE COVENANT WITH THE CITY OF ALBUQUERQUE (9/27/2017, DOC. NO. 2017092964) DRAINAGE AREA SHOWN HEREON AS [Symbol] NOW MAINTAINED BY THE OWNERS OF LOTS 1 AND 2
- EXISTING PNM EASEMENT (5/29/2019, DOC. NO. 2019044201)
- BLANKET CROSS-LOT EASEMENT FOR PRIVATE ACCESS, PRIVATE DRAINAGE, AND PRIVATE PARKING, TO EXCLUDE EXISTING AND FUTURE BUILDING ENVELOPES, BENEFITING AND MAINTAINED BY BOTH LOTS, GRANTED WITH THE FILING OF THIS PLAT
- PUBLIC TURNAROUND EASEMENT, GRANTED WITH THE FILING OF THIS PLAT

CSI-CARTESIAN SURVEYS INC.

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

EXHIBIT C
APPROVED SITE PLAN

INSERTED AFTER THIS SHEET

ADMINISTRATIVE AMENDMENT

FILE #: _____ PROJECT #: _____

APPROVED BY

DATE



DATA

LAND AREA: 1.8728 ACRES
 ZONING: SU-1 PRD, O-1, C-1 ALLOWED
 MAX. BUILDING HEIGHT: 26'
 FLOOR/AREA RATIO: 0.12
 BUILDING AREA:
 CARWASH 5,548 SF
 RETAIL PAD 5,021 SF

* REQUIRED PARKING:
 CARWASH + RETAIL PAD = 10,569/200=52.8
 (53)-10%*(5) = 48 *10% REDUCTION WITHIN
 300' OF REGULAR TRANSIT ROUTE
 TOTAL: 48 SPACES REQUIRED AND 58 PROVIDED
 2 MC SPACES REQUIRED AND PROVIDED
 3 HC SPACES REQUIRED AND PROVIDED
 3 BICYCLE SPACES REQUIRED AND PROVIDED

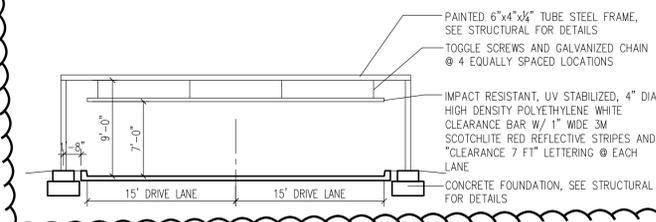
* INCLUDES MC & HC SPACES

GENERAL NOTES

A. ALL WHEELCHAIR RAMPS IN THE CITY RIGHT OF WAY SHALL HAVE A MAXIMUM SLOPE OF 1:12 AND MUST HAVE A DETECTABLE WARNING SURFACE CONSISTING OF RAISED, TRUNCATED DOMES.

LEGAL DESCRIPTION:

TRACT LETTERED "J", PLAT OF VISTA DE LA LUZ, WITHIN SECTION 35, TOWNSHIP 11 NORTH, RANGE 2 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON OCTOBER 30, 2006, IN PLAT BOOK 2006C, FOLIO 331, AS DOCUMENT No. 2006165286



2 CLEARANCE BAR DETAIL
 N.T.S.

PROJECT NUMBER: 1004675
 APPLICATION NUMBER: 16085-70239

This plan is consistent with the specific site development plan approved by the Environmental Planning Commission (EPC) on [Date] and the findings and conditions in the Official Notification of Decision are satisfied.

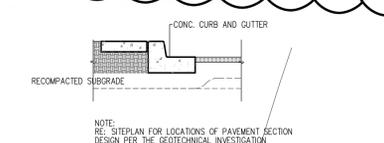
Is an Infrastructure List required? () YES () NO If yes, then a set of approved ORC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.

DRR SITE DEVELOPMENT PLAN SIGNOFF APPROVAL

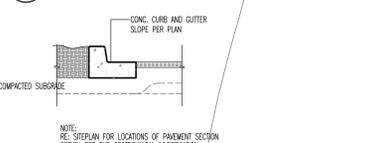
Resonance Mutual Traffic Engineering, Transportation Division	11/29/16	Date
Andy Ladera Water Utility Department	11-30-16	Date
Carl S. Demont Parks and Recreation Department	11-30-16	Date
[Signature] City Engineer	3/15/17	Date
[Signature] Environmental Health Department	3-8-17	Date
[Signature] Solid Waste Management	3-8-17	Date
[Signature] DRR Chairperson, Planning Department	3-8-17	Date

* Environmental Health, if necessary

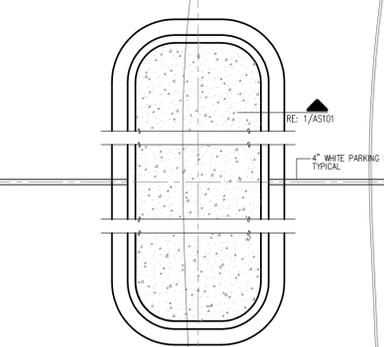
REV	DATE	BY	DESCRIPTION
1	04/10/2018	JCS	ADDED CANOPY GRID LINES
2	7/17/17	JS	DRB IA REVIS
3	5.22.17	JS	DRB IA
4	9.12.16	JS	DRB COMMENTS



1 ISLAND CURB DETAIL
 N.T.S.



2 TYPICAL CURB DETAIL
 N.T.S.



3 ISLAND DETAIL
 N.T.S.

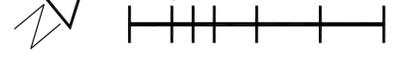
ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER

ALL SCREENING AND VEGETATION AROUND GROUND-MOUNTED TRANSFORMERS SHALL PROVIDE 10 FEET OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5 FEET OF CLEARANCE ON THE REMAINING 3 SIDES

THE SITE IS SERVED BY AN EXISTING PUBLIC TRANSIT ROUTE

SEE LANDSCAPE PLAN FOR LANDSCAPE WALLS

1 SITE PLAN
 1"= 20'-0"



- KEYNOTES**
- EXISTING CONC. SIDEWALK
 - NEW CONC. SIDEWALK, SEE DETAIL 14/AS1.1
 - HC ACCESSIBLE RAMP, SEE DETAILS 17 & 18/AS1.1
 - MONUMENT SIGN PENDING GOVERNMENTAL APPROVALS
 - HC ACCESS AISLES, PARKING SPACES, SIGNAGE*
 - MOTORCYCLE SPACES, SEE DETAIL 5/AS1.1 FOR SIGNAGE
 - LANDSCAPED AREA, REFER TO LANDSCAPE PLAN
 - TREE WELL
 - STRIPING
 - DUMPSTER ENCLOSURE FOR FUTURE RETAIL INCLUDED IN THIS PHASE
 - TRANSFORMER LOCATION, REFER TO ELECTRICAL SITE PLAN.
 - HEAVY DUTY ASPHALT PAVING, SEE DETAIL 4/AS1.1
 - NEW CURB CUT/ DRIVEPAD
 - COLOR CONCRETE PATIO
 - SHADE CANOPY ABOVE, COLOR TO MATCH BLDGS
 - CARWASH DUMPSTER ENCLOSURE, SEE DETAIL 8/AS1.1
 - BIKE RACK 3 LOOPS
 - 20' HIGH LIGHT POLE, REFER TO ELECTRICAL SITE PLAN
 - FLAG POLE, SEE DETAIL 15/AS1.1 FOR BASE
 - DIRECTIONAL SIGNAGE
 - BENCH
 - UMBRELLA AND CHAIRS PROVIDED BY OWNER
 - MAX 5' SPLIT FACE CMU RETAINING WALL
 - ABSORPTIVE SOUND ELEMENTS SHALL BE PROVIDED INSIDE THE TUNNEL SPRAY AREA
 - WHEELSTOP, SEE DETAIL 16/AS1.1
 - 6' WIDE ADA ACCESSIBLE PATH
 - MIN. 6", MAX. 8" HIGH CURB BETWEEN LANDSCAPE AREA AND PARKING/DRIVE AISLES, TYPICAL
 - DIRECTIONAL SIGNAGE
 - LIGHT DUTY ASPHALT PAVING, SEE DETAIL 7/AS1.1
 - CONCRETE PAVING, SEE DETAIL 9/AS1.1
 - 4' HIGH ALUMINUM FENCE BY AMERISTAR, MONARCH 2 RAIL STYLE
 - VEHICLE CLEARANCE BAR, SEE DETAIL ON THIS SHEET.

* NOTE: -ADA PARKING SIGNAGE SHALL HAVE LANGUAGE: "VIOLATORS ARE SUBJECT TO A FINE AND/OR TOWING"
 -ADA ACCESS AISLE SHALL HAVE WORDS "NO PARKING" IN CAPITAL LETTERS, EACH LETTER MIN. 1" HIGH X 2" WIDE

RADIUS INFORMATION:

1 RADIUS = 2'-0"	7 RADIUS = 25'-0"
2 RADIUS = 3'-0"	8 RADIUS = 30'-0"
3 RADIUS = 5'-0"	9 RADIUS = 40'-0"
4 RADIUS = 10'-0"	10 RADIUS = 50'-0"
5 RADIUS = 15'-0"	11 RADIUS = 60'-0"
6 RADIUS = 20'-0"	12 RADIUS = 8'-0"

NUMBER	BELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	02°50'39"	S 39°58'45" W	3894.72	1193.33	1193.31
(C1)	02°50'39"	(S 39°59'12" W)	(3894.72)	(1193.33)	(1193.31)
C2	89°01'20"	N 82°44'01" E	30.00	46.61	42.06
(C2)	(89°01'20")	(N 82°44'33" E)	(30.00)	(46.61)	(42.06)
C3	19°33'29"	S 42°58'34" E	250.00	85.34	84.92
(C3)	(19°33'29")	(S 42°59'03" E)	(250.00)	(85.34)	(84.92)
C4	77°21'34"	S 05°28'58" W	35.00	47.26	43.75
(C4)	(77°21'34")	(S 05°29'29" W)	(35.00)	(47.26)	(43.75)
C5	25°02'32"	N 31°38'29" E	274.50	119.98	119.02
(C5)	(25°02'32")	(N 31°39'00" E)	(274.50)	(119.98)	(119.02)
C6	39°38'58"	S 38°56'42" W	225.50	156.05	152.95
(C6)	(39°38'58")	(S 38°57'14" W)	(225.50)	(156.05)	(152.95)

MODULUS ARCHITECTS
 220 COPPER AVE. N.W. SUITE 350
 ALBUQUERQUE, NEW MEXICO 87102
 PHONE (505) 338-1499 FAX (505) 338-1498

PROJECT TITLE: 5401 SEVILLA AVE. NW
 COORS & SEVILLA ALBUQUERQUE, NM

PROJECT MANAGER: JONATHAN STERN
 DRAWN BY: JS

JOB NO. -
 SHEET TITLE: ARCHITECTURAL SITE PLAN

DATE: 03/01/22
 SCALE: AS NOTED

GRADING PLAN

VICINITY MAP NO. F-11



FEMA FIRM PANEL NO. 114H



DRAINAGE NOTES

1. THE SITE IS PRESENTLY VOID OF CONSTRUCTION WITH THE EXCEPTION OF A TEMPORARY DETENTION POND AND A DBL. 'D' CATCH BASIN w/ AN OUTLET TO THE PUBLIC STORM DRAIN. THERE IS VERY LITTLE VEGETATION ON THE SITE WHICH SLOPES GENTLY DOWN TO THE EAST (EXCEPTING A SOIL SWAMPLE AT THE SOUTHWEST CORNER OF THE LOT). THE 'S' SIDE OF THE SITE IS RELATIVELY EVEN WITH THE ADJACENT STREET. THREE OTHER THREE SIDES OF THE LOT SLOPE STEEPLY DOWN TO THE LOT LINE.
2. THE EXISTING STEEP SLOPES ON THE LOT BOUNDARIES WILL BE REPLACED BY LOW TIERED RETAINING WALLS WITH LANDSCAPED AREAS BETWEEN THE WALLS.
3. THE SITE IS LOCATED IN RAINFALL ZONE 1. THERE WILL BE AN INCREASE (ABOVE EXISTING CONDITIONS) IN RUNOFF VOLUMES AND FLOW RATES DUE TO DEVELOPMENT. SEE TABLE BELOW FOR EXISTING AND FUTURE FLOW RATES AND RUNOFF VOLUMES.
4. RUNOFF FROM IMPERVIOUS AREAS ARE ROUTED TO SCATTERED ONSITE PONDS SIZED TO RETAIN FIRST FLUSH FLOWS. OVERFLOW FROM THESE PONDS IS ROUTED (VIA AN ONSITE DRAINAGE SYSTEM) TO THE EXISTING ONSITE PRIVATE SYSTEM WHICH DRAINS TO THE PUBLIC STORM DRAIN SYSTEM.
5. THE SITE IS LOCATED IN AN AREA DESIGNATED 'ZONE X' PER FEMA FIRM MAP NO. 114H, DATED AUGUST, 2012.
6. EXISTING TOPOGRAPHY FOR THE SITE WAS OBTAINED BY HARRIS SURVEYING, INC. IN NOVEMBER, 2015.

DRAINAGE DATA

CONDITION	RETURNS PERIOD	STORM TYPE	TREATMENT	TREATMENT AREA	PRECIPITATION	EXCESS RUNOFF VOLUME	PEAK RUNOFF	RUNOFF RATE
	year			sq. ft.	in.	cu. ft.	cu. ft.	cfs.
EXISTING	10	A		79619	0.08	0.24	531	0.44
		B		0	0.22	0.76	0	0.00
		C		0	0.44	1.49	0	0.00
		D		0	1.24	2.89	0	0.00
		TOTAL		79619			531	0.44
	100	A		79619	0.44	1.29	2919	2.36
		B		0	0.87	2.03	0	0.00
		C		0	0.99	2.87	0	0.00
		D		0	1.97	4.37	0	0.00
		TOTAL		79619			2919	2.36
DEVELOPED	10	A		0	0.08	0.24	0	0.00
		B		0	0.22	0.76	386	0.35
		C		0	0.44	1.49	0	0.00
		D		59645	1.24	2.89	6183	3.96
		TOTAL		79619			6550	4.31
	100	A		0	0.44	1.29	0	0.00
		B		19974	0.87	2.03	1115	0.93
		C		0	0.99	2.87	0	0.00
		D		59645	1.97	4.37	9792	5.98
		TOTAL		79619			10907	6.91

TOTAL FIRST FLUSH VOLUME
 VOLUME = IMPERVIOUS AREA X (0.42-0.10)/12
 = 1590 CUBIC FEET

LEGEND

- TBM TEMPORARY BENCHMARK
- G GROUND
- FF FINISH FLOOR
- FG FINISH GRADE
- FL FLOWLINE
- TA TOP OF ASPHALT
- TC TOP OF CONCRETE
- BC TOP OF CURB
- TP TOP OF EARTH PAD
- TS TOP OF SIDEWALK
- TW TOP OF WALL
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- MH MANHOLE
- CB CATCH BASIN GRATE
- GM GAS METER
- GV GAS VALVE
- LP LIGHT POLE
- PP POWER POLE
- GW GUY WIRE
- PED ELEC. OR TEL. PEDESTAL
- RD ROOF DRAINAGE POINT
- RD SURFACE RUNOFF DIRECTION
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION

KEYED NOTES

1. PROPOSED CAR WASH.
2. PROPOSED SHELL.
3. PROPOSED COVERED AREA.
4. PROPOSED 3' HIGH DRY STACK OR MASONRY RETAINING WALLS w/ 3'+ PLANTING AREA BETWEEN WALLS.
5. PROPOSED HEAVY AND LIGHT DUTY ASPHALT PAVEMENTS.
6. PROPOSED DESIGNATED WALK.
7. PROPOSED CONCRETE HEADER CURB.
8. PROPOSED STORM DRAIN SYSTEM TO EXISTING STORM DRAIN.
9. PROPOSED RETENTION POND FOR INITIAL STORM RUNOFF w/ OVER FLOW TO STORM DRAIN SYSTEM.
10. PROPOSED 6" CONCRETE PUBLIC SIDEWALK PER COA STD. DET. 2430.
11. PROPOSED PRIVATE ENTRANCE DETAIL PER COA STD. DET. 2426.
12. EXISTING PAVED STREET WITH CONCRETE CURB, GUTTER & SIDEWALK.
13. EXISTING PAVED STREET WITH CONCRETE CURB & GUTTER.
14. PROPOSED WATER QUALITY MANHOLE.

LEGAL DESCRIPTION

TRACT 'J', VISTA DE LA LUZ

PERMANENT BENCHMARK

ACS STATION 11-F11, ELEVATION 5029.526 (NAVD 1988)

no.	date	remarks	by
REVISIONS			
		project title	

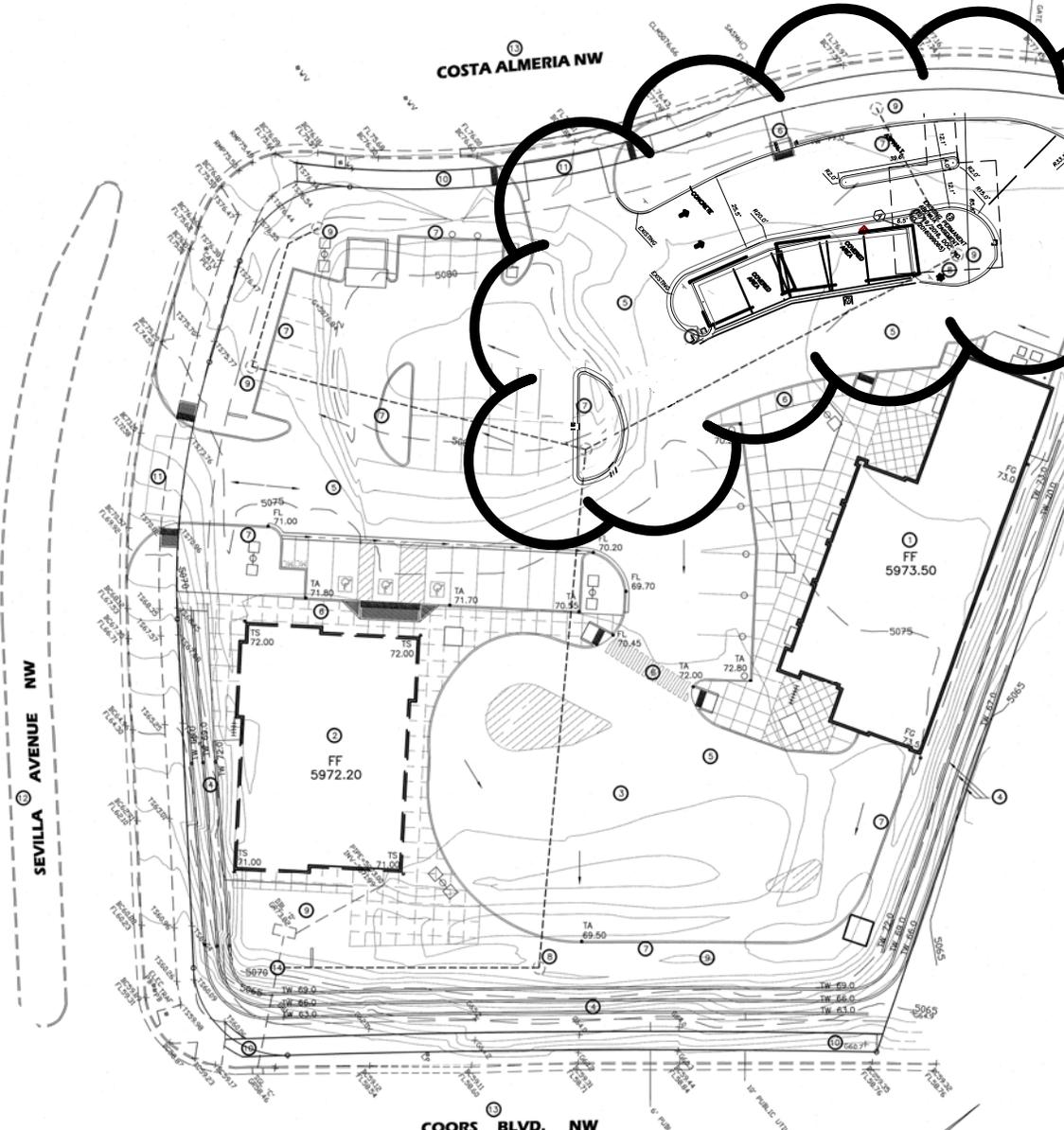
5401 SEVILLA AVE. NW ALBUQUERQUE, NM

sheet title: **CONCEPTUAL G&D PLAN**

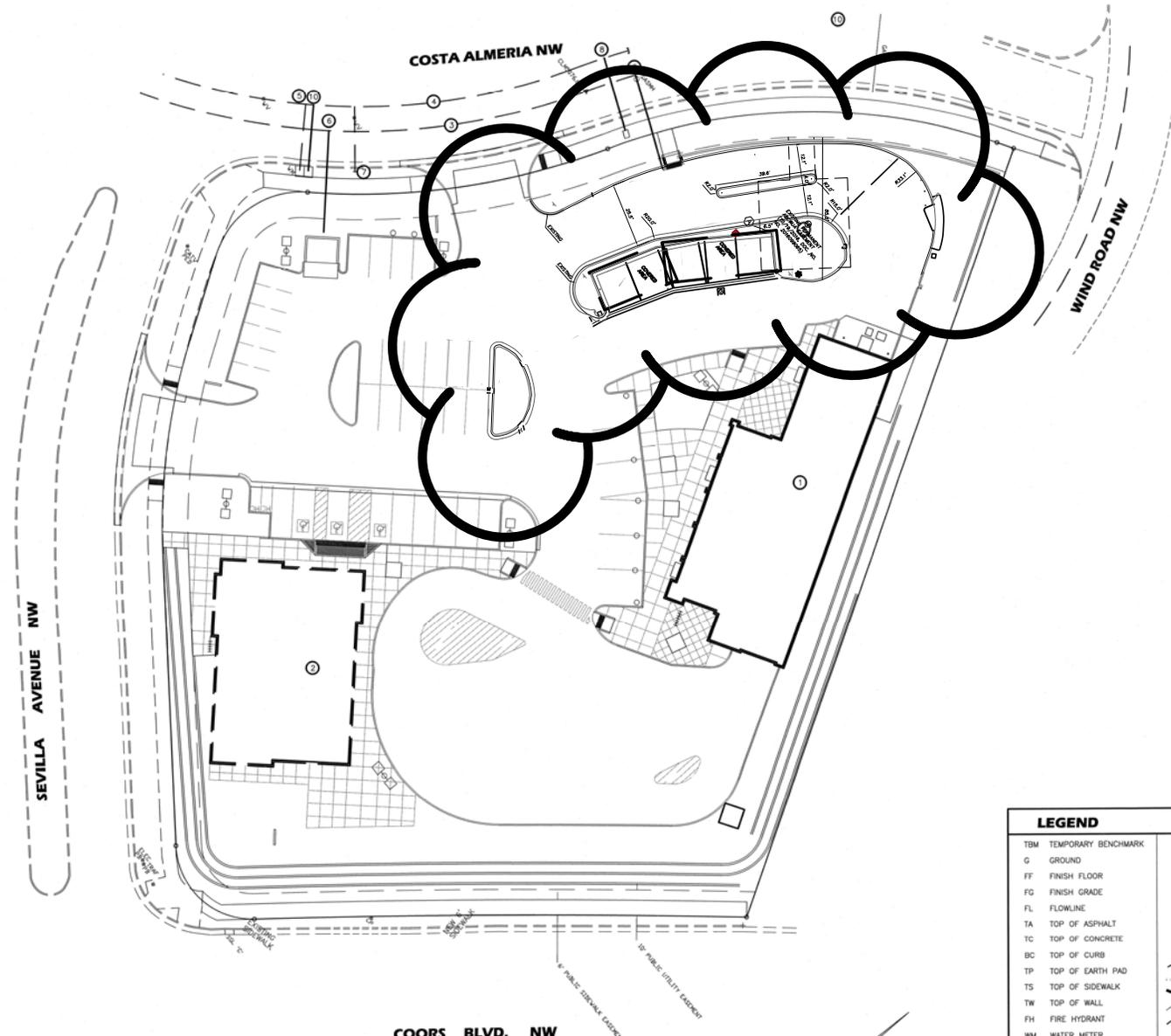
drawn by: meto design by: JJB project no: 1518

07/05/16

BORDENAVE DESIGNS
 P.O. BOX 91194, ALBUQUERQUE, NM 87199
 (505)823-1344 FAX (505)821-9105



GRADING PLAN



- KEYED NOTES**
1. PROPOSED CAR WASH.
 2. PROPOSED BUILDING SHELL.
 3. EXISTING 8" PVC SAS.
 4. EXISTING 8" PVC WATER.
 5. EXISTING 2" WATER SERVICE. USE FOR IRRIGATION SYSTEM.
 6. EXISTING 4" SAS SERVICE.
 7. EXISTING 6" WATER LINE WITH GATE VALVE. INSTALL FIRE HYDRANT.
 8. PROPOSED 2" WATER SERVICE AND METER BOX.
 9. PROPOSED 4" SAS SERVICE.
 10. PROPOSED 1" WATER SERVICE.

LEGAL DESCRIPTION

TRACT 'J', VISTA DE LA LUZ

PERMANENT BENCHMARK

ACS STATION 11-F11, ELEVATION 5029.526 (NAVD 1988)

LEGEND

TBM	TEMPORARY BENCHMARK	GM	GAS WATER
G	GROUND	GV	GAS VALVE
FF	FINISH FLOOR	LP	LIGHT POLE
FG	FINISH GRADE	PP	POWER POLE
FL	FLOWLINE	GW	GUY WIRE
TA	TOP OF ASPHALT	PED	ELEC. OR TEL. PEDESTAL
TC	TOP OF CONCRETE	RD	ROOF DRAINAGE POINT
BC	TOP OF CURB		
TP	TOP OF EARTH PAD	(---)	FEMA FLOODPLAIN BOUNDARY
TS	TOP OF SIDEWALK	(---)	DRAINAGE BASIN BOUNDARY
TW	TOP OF WALL	(---)	EROSION SETBACK LINE
FH	FIRE HYDRANT	(---)	EXISTING CONTOUR
WM	WATER METER	(---)	PROPOSED CONTOUR
WV	WATER VALVE	(---)	EXISTING SPOT ELEVATION
MH	MANHOLE	(---)	PROPOSED SPOT ELEVATION
CB	CATCH BASIN GRATE	(---)	RECORD SPOT ELEVATION

no.	date	remarks	by

REVISIONS

project title
**5401 SEVILLA AVE. NW
 ALBUQUERQUE, NM**

sheet title
WET UTILITY PLAN

09/01/18

drawn by: meto design by: JJB project no.: 1518

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EXISTING RIGHT OF WAY LANDSCAPE AREAS TO BE MAINTAINED BY PROPERTY MANAGER

COSTA ALMERIA DR NW

SEVILLA AVE NW

COORS BLVD NW

3' HIGH RETAINING WALLS

LOW-GROW AROUND ALL SIGNAGE
UTILITY EASEMENT (25' MAX HT., SPACED 20' O.C.)

PLANT SCHEDULE NEW SITE PLAN

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE	WATER	COVERAGE
	5	<i>Cercis canadensis tomentosa</i> / Texas Redbud	2" B&B	Medium	
	6	<i>Gleditsia triacanthos inermis</i> 'Truhead' / Thornless Honey Locust	2" B&B	Medium	
	8	<i>Prunus cerasifera</i> / Flowering Plum	2" B&B	Medium	
DECIDUOUS TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE	WATER	COVERAGE
	20	<i>Forsythia neomexicana</i> / New Mexican Privet	24" box	Medium	40 x 20 = 800 sf
	7	<i>Pistacia chinensis</i> / Chinese Pistache	2" B&B	Medium	45 x 7 = 315 sf
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	WATER	COVERAGE
	25	<i>Chrysothamnus nauseosus</i> / Rubber Rabbitbrush	5 gal	Low	35 x 25 = 875 sf
	30	<i>Juripena horizontalis</i> 'Blue Chip' / Blue Chip Juniper	5 gal	Medium	35 x 30 = 1,050 sf
	64	<i>Philox subulata</i> 'Emerald Cushion Blue' / Blue Creeping Phlox	1 gal	Medium	5 x 64 = 320 sf
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	WATER	COVERAGE
	38	<i>Berberis thunbergii</i> / Japanese Grounds Barberry	5 gal	Medium	15 x 38 = 570 sf
	16	<i>Ceanothus glaucus</i> / Yellow Bed of Paradise	5 gal	RW	40 x 16 = 640 sf
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE	WATER	COVERAGE
	33	<i>Achnatherum calamagrostis</i> / Needlegrass 'silver spike grass'	5 gal	Low+	30 x 33 = 990 sf
	56	<i>Calamagrostis x acutiflora</i> 'Karl Foerster' / Feather Reed Grass	1 gal	Medium	25 x 56 = 1,400 sf
	82	<i>Helictotrichon sempervirens</i> / Blue Oat Grass	5 gal	Medium	25 x 82 = 2,050 sf
	8	<i>Sporobolus wrightii</i> / Big Sacaton 'windbreaker'	5 gal	Medium	25 x 8 = 200 sf

Total landscape coverage = 9,210 sf

growing better
Up Heads
LANDSCAPE CONTRACTORS
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Date: 2/24/2016
Revisions:
▲ 3/31/2016
▲
▲
▲

Drawn by: E.C.G.
Reviewed by: Hulc

Buckner Carwash
5401 Sevilla Ave NW
Albuquerque, New Mexico



Scale: 1" = 20'
10 0 20 40

Sheet Title:
Landscape Plan

Sheet Number:

LS-01

LANDSCAPE DATA

GROSS LOT AREA	81,580 SF
LESS BUILDING(S)	5,276 SF
NET LOT AREA	76,304 SF
REQUIRED LANDSCAPE 15% OF NET LOT AREA	11,446 SF
PROVIDED LANDSCAPE	24,771 SF
PERCENT OF NET LOT AREA	32 %
HIGH WATER USE TURF	NONE PROPOSED
REQUIRED STREET TREES	19
PROVIDED AT 20' O.C. SPACING STREET	21
REQUIRED PARKING LOT TREES	5
PROVIDED AT 1 PER 10 SPACES (49 SPACES/10)	5
REQUIRED LANDSCAPE COVERAGE	
75% LIVE VEGETATIVE MATERIAL (11,446 SF x 75%)	8,585 SF MIN.
PROVIDED LANDSCAPE COVERAGE	9,210 SF (80%)

NOTE

MAINTENANCE OF LANDSCAPE (ONSITE AND WITHIN ROW) TO BE MAINTAINED BY PROPERTY OWNER
PLANTINGS TO BE WATERED BY AUTO. DRIP IRRIGATION SYSTEM WITH REDUCED PRESSURE BACKFLOW PREVENTER PER CITY OF ALBUQUERQUE
WATER MANAGEMENT IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER
THIS PLAN IS TO COMPLY WITH C.O.A. LANDSCAPE AND WATER WASTE ORDINANCE 6-1-1. PLANTING RESTRICTIONS APPROACH
IT IS THE INTENT OF THIS PLAN TO PROVIDE MIN. 75% LIVE GROUND COVER OF LANDSCAPE AREAS AT MATURITY PER ORDINANCE 14-16-3-10 (SEE CALCULATIONS PROVIDED ABOVE)
LANDSCAPE AREAS TO BE MULCHED WITH GRAVEL MULCH AT 3" DEPTH MINIMUM OVER FILTER FABRIC

APPROVAL OF THE LANDSCAPE PLAN DOES NOT CONSTITUTE OR IMPLY COMPLIANCE WITH, OR EXEMPTION FROM, THE C.O.A. LANDSCAPE AND WATER WASTE ORDINANCE 6-1-1.

NO PARKING SPACE SHALL BE MORE THAN 100' FROM A TREE.
STREET TREES TO CONFORM TO STREET TREE ORDINANCE 6-6-2.
LANDSCAPE PLAN TO CONFORM TO ZONING REGULATIONS ORDINANCE 14-16-3-10.
LANDSCAPING AND SIGNING WILL 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 ALLOWED IN THIS AREA.
TREES ALONG STREET TO BE LOCATED SO AS NOT TO BLOCK SIGNAGE.

IRRIGATION NOTE

DRIP SYSTEM RUN CYCLES:
ESTABLISHMENT AND SUMMER:
1 HOUR/4 DAYS A WEEK
SPRING:
1 HOUR/2-3 DAYS A WEEK
FALL:
1 HOUR/2-3 DAYS A WEEK
WINTER:
1 HOUR/2 DAYS PER MONTH

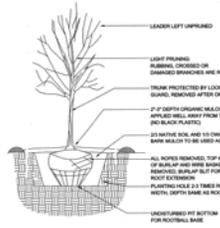
MATERIALS LEGEND

- 7/8" MOUNTAIN AIR BROWN GRAVEL (over filter fabric)
- 2"-4" BLUE SAIS COBBLE (over filter fabric)
- AREA NOT IN CONTRACT

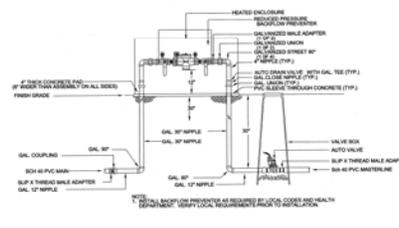
GENERAL NOTES

GRAPHIC SYMBOLS TAKE PRECEDENCE OVER WRITTEN QUANTITIES AND KEYS ON PLAN.
TWO WEEKS PRIOR TO PLANTING, THE CONTRACTOR SHALL SUBMIT TO THE OWNER/OWNER'S REP. A PLANT PHOTO SUBMITTAL FOR APPROVAL. IF REQUESTED BY THE OWNER, THE LANDSCAPE ARCHITECT WILL FAC THE MATERIAL.
EACH PHOTO SHALL CLEARLY SHOW THE SIZE, FORM, AND BRANCHING STRUCTURE AND QUALITY OF OF THE PLANT.
EACH PHOTO SHALL HAVE THE PLANT NAME, SIZE AND SPECIFICATIONS LABELED ON THE PHOTO.
ANY PHOTO SHOWING A GROUP OF PLANTS CLOSE TOGETHER WILL NOT BE ACCEPTED.
NO PARTIAL OR INCOMPLETE SUBMITTAL WILL BE ACCEPTED FOR REVIEW. ANY REJECTED SPECIES WILL BE SUBJECT TO RESUBMITTAL.
SAMPLES OF RIVER ROCK ARE TO BE PROVIDED TO OWNER/TENANT FOR REVIEW AND APPROVAL TWO (2) WEEKS PRIOR TO CONSTRUCTION. NO COBBLESTONE IS TO BE INSTALLED WITHOUT PRIOR APPROVAL FROM TEXAS ROADHOUSE.
CONTRACTOR TO PROVIDE SITE IRRIGATION FOR LANDSCAPE AREAS AROUND BUILDING PERIMETER ONLY. IRRIGATION FOR THIS AREA

TO BE DRIP IRRIGATION. IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED PER ALL LOCAL, STATE AND FEDERAL CODES.
IN AREAS OF THE SITE WHERE THERE IS NO IRRIGATION SYSTEM, THE CONTRACTOR WILL BE REQUIRED TO HAND WATER ALL PLANT MATERIAL FOR THE DURATION OF AN ENTIRE GROWING SEASON UNTIL PLANT MATERIAL IS ESTABLISHED.



1 TREE PLANTING DETAIL



1 RP BACKFLOW/MASTER VALVE DETAIL

EXHIBIT D

Proportionate Cost Sharing Table

<i>Lot</i>	<i>Acreage</i>	<i>Sq. Ft.</i>	<i>Percentage</i>
Lot J-1	1.919 Acres	51,920	63.6%
Lot J-2	0.6812 Acres	29,672	36.4%
TOTAL:	2.6002 Acres	81,592	100%