



DEVELOPMENT REVIEW BOARD
SUPPLEMENTAL SUBMITTAL

(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)

PROJECT NO. PR-2021-005816
Application No. SI-2021-2066 (EPC SI-2021-1684)

TO:

- Planning Department/Chair
- Hydrology
- Transportation Development
- ABCWUA
- Code Enforcement
- Parks & Rec

*(Please attach this sheet with each collated set for each board member)

NOTE: ELECTRONIC VERSION (ie disk, thumbdrive) is Required. Submittal will not be accepted without.

DRB SCHEDULED HEARING DATE: 2/2/2022 HEARING DATE OF DEFERRAL: 12/15/2021

SUBMITTAL

DESCRIPTION: Updated plan set, comment response memo, and easements document.

CONTACT NAME: Jackie Fishman, AICP and Michael Vos, AICP, Consensus Planning, Inc.

TELEPHONE: (505) 764-9801 EMAIL: fishman@consensusplanning.com
vos@consensusplanning.com



Memorandum

To: Jolene Wolfley and DRB Members, City of Albuquerque

From: Michael Vos, AICP, Consensus Planning, Inc. *MV*

Date: January 28, 2022

Re: Cottonwood Crossing Car Wash Site Plan Comment Responses (PR-2021-005816)

This memo outlines the responses and changes made to the Cottonwood Crossing site plan amendment for development of a car wash at 10084 Coors Boulevard NE based on comments reviewed at the December 15, 2021 DRB meeting.

Transportation Development

1. Fulfill sidewalk requirements along frontage of site where it is adjacent to a roadway. For NMDOT coordination, contact them for a permit for any work within their right-of-way on Coors Boulevard.
The Applicant is coordinating with NMDOT regarding improvements to Coors Boulevard along the frontage of this project. A sidewalk is being provided along the frontage of the property within the existing sidewalk easement and connecting to the sidewalk in front of the neighboring Popeye's restaurant.
2. Extend striping for east leg at traffic signal to incorporate queuing from the proposed development and to allow for channelization of traffic. (This applies to the area east of the existing raised median.)
The plans have been updated to show this striping extended to the east.
3. A shared access agreement shall be provided when sharing an accessway with an adjacent parcel. Also, incorporate any shared parking agreement as needed.
Attached is the 2004 Declaration of Protective Covenants, Restrictions and Grant of Easements for Cottonwood Crossing Phase II. The relevant sections are highlighted. The parking lots, driveways, sidewalks, and other elements except where buildings are constructed are designated as Common Areas per Section 1.02 and Section 6.01 provides an easement upon the Common Area for vehicular and pedestrian ingress and egress, as well as shared parking.
4. Provide clear sight triangle onto private accessway from proposed site. At this location, apply mini clear sight triangle.)
Mini-clear sight triangles have been added to the site plan and landscape plan.
5. List dimensions for all parking aisles and parking spaces, including those that are existing. List all curb radii, and follow DPM criteria based upon design vehicle for the curb radii.
Additional dimensions have been added throughout the plan to call out these elements.

6. For one-way aisles, incorporate "Do Not Enter" signage, "One-way" signage, and directional arrows.
Keynote 30 has been added, calling out a "Do Not Enter" sign at the exit from the vacuum stall area of the site.
7. Incorporate ADA parking, bicycle parking, and motorcycle parking as part of the IDO requirements. List all dimensioning and provide all necessary signage and details.
Parking requirements are listed in the site data. A motorcycle space and bicycle parking have been added to the site plan with related details on Sheet DD1B. Accessible parking details are on Sheet DD1A.
8. Provide curb and sidewalk details on the detail sheet. For the sidewalk detail, show a 2% maximum cross-slope.
Slopes and cross slopes are highlighted on the detail for the pedestrian crossing on Sheet DD1A. Sidewalk and curb details have been added to the grading plan sheet by the civil engineer.
9. Call out the 6-foot ADA pathway from the building to the right-of-way and from the required handicapped spaces to the building. (Call out dimension for Note 20 along the ADA pathway.) The existing ramp to Coors right-of-way appears to exceed the maximum slope and would need to be modified to incorporate two directions of pedestrian traffic.
This pedestrian access is dimensioned in several locations with a minimum width of 5 feet at its narrowest. Per DPM Section 7-4(E)(2) Pedestrian Walkways, subsection #4, we believe this is acceptable as the proposed car wash use requires fewer than 5 parking spaces, thus making the minimum walkway requirement 4 feet.
10. The ADA access aisle shall have the words "NO PARKING" in capital letters, each of which shall be at least one foot high and at least two inches wide, placed at the rear of the parking space so as to be close to where an adjacent vehicle's rear tire would be placed. (66-1-4.1.B NMSA 1978)
11. The ADA accessible parking sign must have the required language per 66-7-352.4C NMSA 1978 "Violators Are Subject to a Fine and/or Towing."
This wording has been added to the site plan and called out per Keynote 31, and the accessible parking sign detail has been updated with this language.
12. Label property boundaries. (Include on legend for clarification.)
The property line has been more clearly defined and labeled.

ABCWUA

1. The encroachments on the public sewer main and easement described at sketch plat have not been addressed.
2. Call out the 24-inch interceptor main on the north side of the site as well as labeling the easement for this main. The below described encroachments shall be removed from the plan sheets within the easement. This is main is critical infrastructure and the requirements must be met.
The 24-inch interceptor main has been called out on the utility plan.

3. What are the 4 meter box looking items conflicting with the proposed domestic service location? What is the dashed rectangle in this area depicting? If the meter is not within an easement, dedicate an easement over the proposed meter location. Unused services shall be removed as described in the availability statement.
Removal and/or relocation of these meter boxes are shown on the utility plan, as noted.
4. Availability Statement #210518 has been issued and provides the conditions for service.
5. This project is outside of the adopted service area:
 - a. A Service Connection Agreement is required.
 - b. The ABCWUA Board must approve all Service Connection Agreements. Generally, a completed package, including executed Serviceability Letter, must be provided to the Utility Development Section by the 7th of the month to be on the agenda for that month. Upon approval by the Board, the ABCWUA Executive Director must sign the approved agreement. This typically takes one to two weeks after the Board meeting.
 - c. Please coordinate with Utility Development at the contact above to prepare the relevant documents for the Agreement.
The Applicant, owner, and engineer are working on getting this agreement processed.
6. Pro Rata:
 - a. Pro rata is not owed for this property.
7. Utility Plan:
 - a. Provide a utility plan that indicates the location of proposed services.
An updated utility plan has been included with this supplemental submittal.
 - b. Show existing public water and public sewer mains and any associated easements on the utility plan.
 - c. Dimension the public water and public sewer easements on the utility plan.
 - d. Provide the recorded easement document so ABCWUA mapping made add it to our GIS system.
 - e. Coordinate with NM 811 to field locate and survey the existing public water and sewer infrastructure. If existing infrastructure is not within the existing easements, dedicate additional easement to provide the minimum widths over the actual pipe locations.
 - f. There shall be no trees, parallel fences/sidewalks/curbs, or structures within the public water and public sewer easement. Please revise accordingly.
8. Easements:
 - a. Include all public water and/or sanitary sewer easements on the plat, including those that are adjacent to the subject property's boundaries. Surveyor shall field verify the location of existing public water and/or sanitary sewer infrastructure to determine if existing public water and/or sanitary sewer easements are sufficient. If the easement(s) does not exist, a new easement shall be granted. The width of the easement shall be the standard width, unless specified by the Water Authority.

Code Enforcement

1. Development must meet all applicable standards and provisions of the Site Development plan. Where silent the IDO, the DPM, and other adopted City regulations would apply. Including but not limited to MX-L, CPO-2, VPO-1.

Understood.

2. Clarify if previously approved Site Development Plan has additional technical standards and if those are being met.

As discussed at the last DRB meeting, the approved plan for the shopping center does not include any additional technical standards, and only showed the proposed development as it complied with the zoning at the time.

3. Per finding #2, is there alternative landscaping plan being included with this project or has the landscaping plan been adjusted per the variance-EPC?

The landscaping plan within the plan set has been adjusted per the Variance – EPC and has further been refined based on neighborhood comments regarding a buffer on the east side of the site and DRB comments from Parks and Recreation. An Alternative Landscaping Plan submittal is not anticipated.

4. Is there a new or existing shared parking agreement in place?

See answer to Transportation comment #3 and the attached documents.

5. Reference standards of IDO section 5-5-1. All provisions must be met.

The IDO requires a minimum of 3 stacking spaces, and at least 12 are provided. These spaces do not interfere with the site entrance or exit and are placed to avoid conflicts with the parking spaces or vacuum area at the exit from the facility.

6. Clarify wall/Fence location and height. Must meet standards of 5-7-D.

There are no screen walls or fences proposed for this lot. A small retaining wall is provided on the north and east sides of the site along the shared entry drive. With a maximum height of only 2 feet, this retaining wall is compliant with Section 5-7.

7. Provide detail for VPO-1 analysis for building and freestanding sign.

The freestanding sign detail on Sheet DD1B has been updated to a monument sign with a maximum height of 9 feet and area of 75 square feet to comply with the overlay requirements. The sign is only 58.5 square feet in size.

The VPO analysis with sight lines is shown on Sheet DD4, showing the massing compliant with approximately 13% of the view frame obscured. During the EPC hearing process, it was determined that the height was compliant with a condition that the tower be lowered slightly to its present 27'-4" height. Further analysis was not required due to the site's location and elevations.

8. Provide detail for Site and Building Design analysis.

9. Is the freestanding sign the only proposed signage? Provide measurement from property line to new sign.

Building-mounted signage on the tower element is shown with a placeholder box and Keynote 5, noting that it is for reference and shall be permitted separately. Any signage will require a sign permit and compliance with the location and size limitations of the IDO and MX-L zone at that time.

Planning

1. The Solid Waste signature needs to be obtained on the Site plan.
We are coordinating with Solid Waste to ensure that the proposed dumpster location does not affect service to the dumpster located on the adjacent Popeye's property and will obtain their signature prior to final sign-off.
2. The application number needs to be added to the Site Plan.
These numbers have been added to the plans.
3. Please change the note on the site plan regarding 'turf' to match the current IDO language which is 'cool season grass species' and no reference to the number of growing seasons (see IDO reference below).
A note has been added to the site plan sheet and updated on the landscape sheet regarding this requirement.
4. Please see the signage exhibit attached to this memo.
The proposed sign has been updated to a monument sign in compliance with the height and area limitations in this location.
5. These are preliminary Planning comments, and there could be additional and/or revised Planning comments on this application.

Parks and Recreation

1. MPOS property is located within 330-ft of the subject site, however 4-3(D)(16)(c) was found to not apply due to the timing of the application. The Open Space commented that the site is particularly vulnerable to erosion" ...and wanted "to ensure all run-off will be diverted away from MPOS and the adjacent Lower Corrales Main Canal" and additional buffers during construction."
Hydrology has reviewed and approved the conceptual grading and drainage plans for the site, which direct runoff to the south into the existing pond and away from the Open Space property.
2. The application and NOD discuss neighborhood comments requesting an upgrade to the landscape buffer. This area is clouded on the Landscape Plan. Is this the final version?
The landscape plan presented is the final version, which includes additional trees along the east side of the site along the stacking lanes that was not originally proposed.
3. The Parks and Recreation Department (PRD) is a partner with the Nature Conservancy who developed a Climate Ready Tree List for Albuquerque. Please swap out trees that are not on the

list, and higher water use, with trees that are on the Climate Ready list (here: NMFO Climate-Ready Trees Lists (nature.org)). Raywood Ash is not on the Climate Ready list - please comment if this tree is chosen because landscape buffer areas are intended to be water quality swales.

4. In addition, Trees must be recommended by the Official Albuquerque Plant Palette: Official Albuquerque Plant Palette and Sizing List-2018-07-03.xlsx (cabq.gov) per IDO Section 14-16-5-6(C)(4)(b).

The Raywood Ash have been replaced on the updated landscape plan.

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made this 18 day of February, 2004, by A. WADE BLACK and JOHN F. BLACK, Co-Trustees of the ALBERT J. BLACK AND MARY J. BLACK REVOCABLE TRUST (collectively, the "Declarant").

WHEREAS, the Declarant owns the following described real estate:

Lots 1, 2, 3, 4, 5 and 6, as said Lots are shown and designated on the Plat as it may be revised from time to time (hereinafter, the "Plat") entitled "Lots 1, 2, 3, 4, 5 and 6 Cottonwood Crossing, Phase II (being a Replat of Tracts 14-A and 14-B, Black Ranch), within the Town of Alameda Grant in Projected Section 8, Township 11 North, Range 3 East, NMPM, City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the county clerk of Bernalillo County, New Mexico, on February 19, 2004, in Volume 2004 Folio 56 (collectively, the "Premises"); such Premises may be replated after the recordation of this Declaration, designating such 6 lots as 8 lots, and such replat shall be incorporated by reference herein and shall continue to be referred to herein as the "Plat" after recordation thereof in the office of the county clerk of Bernalillo County;

WHEREAS, the Declarant desires to develop the Premises as an integrated development for the mutual benefit of each parcel of land comprising the Premises and, therefore, wishes to establish certain easements, covenants and restrictions on the Premises;

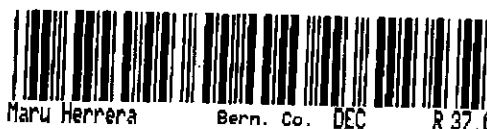
WHEREAS, in order to preserve the quality and harmonious development of the Premises, the Declarant desires to impose upon the Premises certain protective covenants, conditions and restrictions governing the parking, access, drainage, utilities, landscaping, lighting, signage, maintenance and use of the Premises;

WHEREAS, the Premises shall be owned, held, sold, conveyed, and/or leased subject to these provisions;

NOW, THEREFORE, the Declarant hereby certifies and declares that all of the Premises shall be owned, held, sold, leased, exchanged, conveyed, occupied, improved, maintained and used subject to the covenants, conditions and restrictions hereinafter set forth, all of which shall run with the right, title and/or interest in and to the Premises, and/or any part or parts thereof, and shall be binding upon and inure to the benefit of the present and all future owners of the Premises and/or any part or parts thereof.

ARTICLE I DEFINITIONS

The following terms shall have the meanings specified below.



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1.01. Building Area(s). The Building Areas in the Premises are the portions of the Premises upon which buildings or other improvements are constructed on a Tract from time to time in accordance with approved plans and specifications approved by the City of Albuquerque and/or Bernalillo County, and shall consist of the area within or attached to the exterior surfaces of the exterior walls of any heated building or structure. The approximate locations of the original Building Areas, to the extent they are known at this time, are shown on the Site Plans defined below.

1.02. Common Area(s). The Common Areas are all real property within the Premises except the Building Areas and the Limited Common Areas; provided, those portions of the Building Areas upon which buildings are not constructed shall be deemed to be Common Areas until such time as the initial construction of buildings thereon commences. The Common Areas shall include, but not be limited to, parking lots, landscaping, lighting, curbs, sidewalks, drainage facilities, driveways and any other Common Area improvements as specifically designated and/or required by the City or the Tract Owners as Common Areas for the common benefit of the project, excluding the Building Areas and the Limited Common Areas.

1.03. Date Hereof. The Date Hereof shall mean the date of execution of this Declaration by all parties hereto, as evidenced by the date first above written.

1.04. Interest Rate. The Interest Rate shall mean the rate of eighteen percent (18%) per annum or two percentage points over the U.S. Prime Rate published in the Wall Street Journal in the latest edition thereof published prior to the date such interest commences, whichever is greater, provided that the Interest Rate shall not exceed the maximum rate permitted by law.

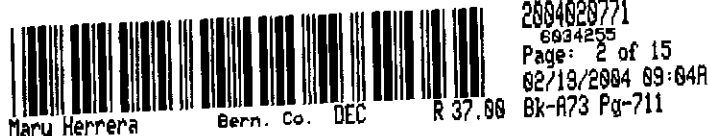
1.05. Limited Common Area(s). That portion of the Premises lying adjacent or near to the Building Areas that are designated on the Site Plans, and the related grading, drainage, master utility, landscape and any other plans approved by the City of Albuquerque, Bernalillo County, New Mexico, as dining areas, play areas, trash corrals, plaza areas, drive-up lanes and drive-up facilities, and delivery lanes to be constructed on the Premises and used with respect to specific Building Areas, and shall be for the exclusive use by the owner of the Tract on which such improvements are located and its customers, invitees, licensees, agents and employees.

1.06. Majority Parties. The Majority Parties shall mean those Parties who, collectively, have fee simple title to a total of 67% of the square footage of land within the Premises.

1.07. Occupant. Occupant shall mean any person or legal entity from time to time entitled to use and occupancy of any portion of a building in the Premises under an ownership right or any lease, sublease, license, concession or other similar agreement.

1.08. Permittees. Permittees shall mean the Tract Owners and all Occupants and their directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees and concessionaires insofar as their activities relate to the intended use of the Premises.

1.09. Site Plan(s). Site Plan(s) shall mean the Site Plan for Subdivision, the Site Plan



for Building Permit, and the related grading, drainage, master utility, landscape and other plans, as approved by the City of Albuquerque, Bernalillo County, New Mexico (reference City EPC Case Numbers 03EPC-01085 and 03EPC-2035), and any amendments thereto or and any later submitted site plan pertaining to a Tract once such has received final approval from the City of Albuquerque.

1.10. Tract. Tract shall mean those tracts currently referred to as Lots 1, 2, 3, 4, 5 and 6 on the Plat, and/or as further lots, parcels or tracts of land resulting from the further subdividing or platting or replatting of the Tracts.

1.11. Tract Owner. Tract Owner(s) means the owner(s) of each Tract and their respective assigns, grantees and successors in interest.

ARTICLE II CONSTRUCTION OBLIGATIONS

2.01. Construction Compatibility. In order to produce an architecturally compatible, unified Premises pursuant to the common general plan contemplated by this Declaration, and to comply with the City ordinances, all construction and reconstruction on the Premises shall comply with the building standards concerning the design, color, treatment and exterior materials to be used in the construction and reconstruction of all buildings and structures expressed in the Site Plans; and furthermore, each Tract Owner agrees to consult with and obtain approval from the other Tract Owner(s) concerning such matters and to consider the views of the other Tract Owners with respect thereto. The approval of the other Tract Owners will not be unreasonably withheld, conditioned or delayed and will be given provided the proposed design, color, treatment and exterior materials to be used in the construction and reconstruction of buildings and structures as proposed are consistent with on-site improvements then existing on the Tracts, the Site Plans, and applicable governmental zoning and building restrictions. In the event of a dispute concerning such approval, the dispute shall be submitted to a single arbitrator who shall decide the matter, and whose decision shall be binding on the parties, all in accordance with New Mexico law. Such arbitrator shall be chosen by the parties of such dispute, provided that if such parties cannot chose an arbitrator acceptable to such parties, any party to the dispute may petition a sitting judge of the Second Judicial District Court in Albuquerque, New Mexico to chose such arbitrator. With respect to any perimeter-type wall (i)constructed by a Tract Owner, whether voluntarily or by order of the City of Albuquerque, and (ii) the five foot high solid masonry screen wall to be built by Declarant, and which shall be maintained by Tract Owners, on or adjacent to Lots 2A, 2B, 4, and 5 along the easterly perimeter of the Premises, such wall shall be constructed of masonry and shall match, with respect to design, color, treatment, materials and style, the perimeter wall on the east side of the parcel of developed tracts immediately adjacent to the south of the Premises (which parcel is commonly known as Cottonwood Crossing Phase D).

2.02. General Requirements.

(a) Compliance with Laws. Each Tract Owner agrees that all construction activities performed by it within the

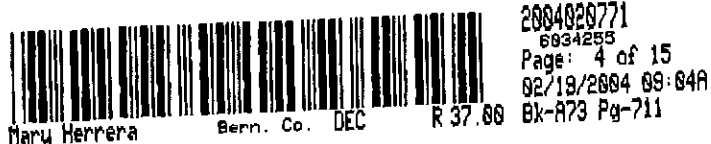


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Premises shall be performed in compliance with all laws, rules, regulations, orders and ordinances of the City of Albuquerque, Bernalillo County, State of New Mexico and federal governmental agencies, affecting improvements constructed within the Premises.

- (b) Interference. Each Tract Owner agrees that its construction activities shall not:
- (i) cause any unreasonable increase in the cost of constructing improvements upon another Tract Owners' Tract;
unreasonably interfere with construction work being performed on any other part of the Premises;
 - (iii) unreasonably interfere with the use, occupancy or enjoyment of any Tract by the Tract Owner, its Occupants or its Permittees;
 - (iv) cause any other Tract Owner to be in violation of any law, rule, regulation, order or ordinance applicable to its Tract of the City of Albuquerque, Bernalillo County, State of New Mexico or federal governmental agencies, or any department or agency thereof.
- (c) General Construction Indemnity. Each Tract Owner agrees to defend, indemnify and hold harmless each and every other Tract Owner from all claims, actions and proceedings and costs incurred (including reasonable attorneys' fees and costs of suit) which result from any accident, injury, loss or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Tract Owner. Any damage occurring to any portion of the Premises as a result of such construction work shall be the responsibility of the Tract Owner performing such construction work or causing such construction work to be performed and shall be repaired by such Tract Owner, at such Tract Owner's sole cost and expense, to the same condition as existed immediately prior to such work promptly upon the completion of such construction work. Nothing in this subparagraph (c) of Section 2.02 shall be construed to require a Tract Owner to indemnify any indemnitee under this subparagraph (c) of Section 2.02 (an "Indemnitee") from liability, claims, damages, losses or expenses, including attorney fees, arising from, in whole or in part, the negligence, act or omission of the Indemnitee, its officers, employees or agents, it being the intent of the Declarant that the indemnification provisions of this subparagraph (c) of Section 2.02 not be construed by a court of law to be void and unenforceable pursuant to Section 56-7-1 New Mexico Statutes Annotated as amended.

2.03. Mechanic's or Construction Lien. If, because of any act or omission (or alleged act or omission) of any Tract Owner, any mechanic's or construction lien shall be filed with



respect to any portion of the Premises (whether or not such lien is valid or enforceable as such), such Tract Owner shall cause same to be discharged of record, or bonded, with respect to such portion of the Premises not owned by such Tract Owner, within thirty (30) days after being notified of the filing thereof; and such Tract Owner shall indemnify and save harmless the other Tract Owners and all ground and underlying lessors and mortgagees from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees resulting therefrom. If such Tract Owner fails to comply with the foregoing, any other Tract Owner shall have the option of discharging or bonding any such lien, and if such option is exercised, the Tract Owner whose act or omission (or alleged act or omission) gave rise to the lien shall reimburse the Tract Owner who discharged or bonded such lien for all costs, expenses and other sums of money (including reasonable attorneys' fees) in connection therewith promptly upon demand, and such Tract Owner shall have all rights with respect to the amounts owed to it, including, but not limited to, its rights under Section 8.04 hereof.

ARTICLE III SIGNAGE

No exterior identification signs shall be allowed within the Premises except as approved by the appropriate governmental authority. All signage shall be consistent with the Site Plans and shall be similar in design, color, treatment and exterior materials to signs being used within the Premises.

No illuminated building signage will be located on building walls facing the residential neighborhood to the east of the Premises.

ARTICLE IV GENERAL RESTRICTIONS

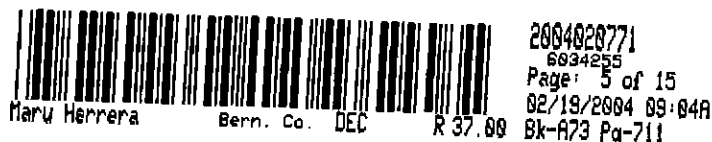
No improvements may be built or maintained in the Common Areas of the Premises other than those improvements set forth on the Site Plans including, without limitation, landscaping, curbs, sidewalks, parking stalls, berms, etc., or as set forth in one or more amendments to the Site Plans.

ARTICLE V USE RESTRICTIONS

5.01. Use in General. Except as provided in Subsections 5.02 and 5.03 below, the Tracts may be used for any lawful purpose not otherwise contrary to the terms of this Declaration. No illegal business or business which is in violation of any zoning law or ordinance will be allowed to function on the Tracts. During the term of this Declaration, the Premises shall be used only for retail purposes, restaurant, office, hotel, motel, financial institution, and other uses commonly found in or in close proximity to a first-class development.

5.02. Prohibited Uses Applicable to the Premises. Notwithstanding the foregoing, no use or operation will be made, conducted or permitted on or with respect to all or any part of the Tracts as follows:

- (a) Any public or private nuisance,



- (b) Any noise or sound that is objectionable due to intermittence, beat, frequency shrillness or loudness (the Tract Owners acknowledging that the use of a speaker in connection with drive thru service or appropriate theme music piped to an outdoor patio dining area (subject to conformance with City of Albuquerque laws and/or codes) shall not be deemed to violate this provision provided that such is not unreasonable in volume and further provided that such is not audible from the residential subdivisions lying east of the Tracts). Otherwise, outdoor music and paging are prohibited on and from the Tracts.
- (c) Any excessive quantity of dust, dirt or fly ash; provided however, this prohibition shall not preclude the sale of soils, fertilizers or other garden materials or building materials in containers if incident to the operation of a home improvement or other similar store.
- (d) Any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks, excluding the sale and storage of gasoline and oil.
- (e) Any assembly, manufacture, distillation, refining, smelting, agriculture or mining operations.
- (f) Any mobile home or trailer court, labor camp, junkyard, stock yard or animal raising. Notwithstanding the foregoing, pet shops shall be permitted within the Premises.
- (g) Any drilling for and/or removal of subsurface substances, except for removal of dirt and other material removed as part of (i) the archeological site on Lot 1 of the Premises or (ii) excavation for a basement of a structure constructed as permitted hereunder.
- (h) Any dumping of garbage or refuse, other than in enclosed, covered receptacles intended for such purpose.
- (i) Any veterinary hospital, mortuary or similar service establishment.
- (j) Any automobile body and fender repair work.
- (k) Any skating rink, bowling alley, fitness center, car wash, service station (except a service station/car wash combination, if any, on Lot 7 or Lot 8 of the Premises), bar (except incidental to restaurant use), discotheque, dance hall, amusement gallery, poolroom, massage parlor, off-track betting facility, racetrack, adult book stores or "x" rated adult cinemas, "peep shows", or operation of a business devoted primarily to providing entertainment or the sale of products of an obscene or pornographic



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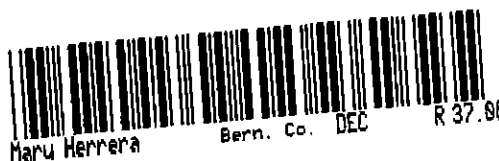
5.03. Prohibited Uses Applicable to Lot 5 of the Premises. Notwithstanding the foregoing, no use or operation will be made, conducted or permitted on or with respect to all or any part of the Premises (other than Lot 5 of the Premises) as a full service, sit down Italian restaurant without the written permission of the Owner of Lot 5 of the Premises, which permission may be withheld in the sole discretion of the Owner of Lot 5 of the Premises, provided that upon the first to occur of: (a) Lot 5, or any part thereof ceases to be used as, or in connection with, a full service, sit down Italian restaurant, or (b) the Tract Owner of Lot 5 of the Premises, first operating such restaurant ceases to be the Tract Owner of Lot 5 of the Premises, then the restriction in this subsection 5.03 shall terminate and be deemed lifted and no longer binding on the Premises as to the prohibition on use described in this subsection 5.03.

5.04. Non-Interference With Common Area. The Common Area is intended for the nonexclusive use by the Occupants and Permittees of the Premises. In order to provide for the orderly development and operation of the Premises, no Occupant shall display, store or sell any merchandise or place portable signs or other objects in the Common Area; provided, however, this restriction shall not apply to, only if then permitted by law, by the Occupant, of (i) the sidewalk and parking areas adjacent to the Occupant's building for marketing, special promotion, and customer service purposes, and (ii) portions of the service area, if any, behind and adjacent to the Occupant's building for deliveries.

5.05. Exclusive. Notwithstanding anything contained in this Declaration to the contrary, each Occupant shall have the exclusive right to use (i) the sidewalk areas adjacent to its building located on its Tract for marketing, special promotion, and customer service purposes and for food sales by one vendor from a movable cart or kiosk (such as a hot dog cart or the like), and (ii) portions of the service area behind and adjacent to its building located on its Tract for the staging of inventory.

ARTICLE VI EASEMENTS

6.01. Ingress, Egress and Parking. The Declarant hereby declares, grants and conveys for the benefit of the Tract Owners, a non-exclusive easement appurtenant to each Tract owned and/or leased by each party for ingress and egress by vehicular and pedestrian traffic and for vehicular parking, upon, over and across the Common Area, if any, within each Tract covered by this Declaration. All easements referenced in this Section 6.01 shall be subject to all restrictions imposed on such uses by this Declaration; provided, such easements shall not pertain to the construction and/or maintenance of utility lines, which shall be governed by the provisions in Section 6.02 below. Additionally, all such easements shall be in accordance with the Site Plan and Plat as approved by the appropriate governmental authority and the appropriate utility company. Each future Tract Owner, by taking title or by leasing its Tract subject to this Declaration, shall be deemed to have granted such easement with respect to the Common Area, if any, on its Tract to all other Tract Owners and their Occupants. Such easement rights shall exist only during the term of the reservations, as well as other provisions contained in this Declaration:



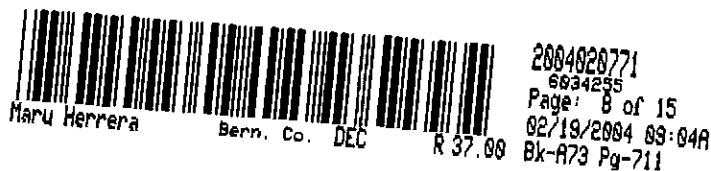
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- (a) Except for situations specifically provided for in the following subparagraphs, or as set forth on the Site Plan, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the easement areas; provided, however, that the foregoing provisions shall not prohibit the installation of convenience facilities (such as mailboxes, benches or public transportation shelters), landscaping, berms or planters, nor of curbing and other forms of traffic controls by Tract Owner in accordance with governmental authority.
- (b) In connection with any construction, reconstruction, repair or maintenance on its Tract, each Tract Owner reserves the right to create a temporary staging and/or storage area in the Common Area, if any, on its Tract at such location as will not unreasonably interfere with access between such Tract and the other areas of the Premises and public streets or roadways adjacent to the Premises.

6.02. Utility Lines/Drainage. The Declarant hereby declares, grants and conveys, for the benefit of each Tract Owner, non-exclusive easements appurtenant to the Tract owned, under, through and across the Common Area of each Tract, all as more specifically described and shown on the Plat, for the installation, maintenance, repair and replacement of water drainage systems, flows or structures, water mains, storm drains, sewers, telephone or electrical conduits or systems, gas mains or other public utility facilities necessary for the orderly development and operation of the Common Area and each building in the Premises; provided that all such improvements and utilities shall be approved, in writing, by the appropriate governmental authority(s) and utility company(s); provided, further, that the rights granted pursuant to such easements shall at all times be exercised in such a manner as to cause the least interference with the normal operation of the development on the Premises; and provided further, except in an emergency, the right of any Tract Owner to enter upon the Tract of the other Tract Owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Tract Owner, which consent shall not unreasonably be withheld.

All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be, to the extent reasonably possible, installed and maintained below the ground level or surface of such easements. In the event any Tract Owner deems it to be necessary to cause the installation of any utility line across the Common Area of the other Tract or Tracts subsequent to the initial paving and improving thereof, the Tract Owner of the Tract on which such improvements are to be made agrees not to unreasonably withhold the grant of consent herein required; provided, however, that in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business on the Premises or the quiet enjoyment of the Premises or easements thereon by the Tract Owner or their successor and/or assigns.

Notwithstanding the terms of any such consent, in the event any Tract Owner, in exercising the foregoing granted rights, disturbs or otherwise damages any portion of the Common Area improvements, such Tract Owner shall expeditiously prosecute to completion the



utility work, and at its sole expense, shall immediately restore and repair the Common Area improvements to their condition prior to the commencement of construction. In the event that it should be necessary to grant any of the foregoing easements and rights to the local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as the Tract Owner deems the terms and conditions of such grant to be reasonable and necessary.

6.03. Parking Restrictions. No persons, other than customers, employees and invitees of the Occupants of the Premises, shall be permitted to park in the Common Areas, unless the Tract Owner of the respective Tract gives prior written approval thereto.

ARTICLE VII INSURANCE PROVISIONS

7.01. Insurance. Each Tract Owner agrees to maintain, or cause to be maintained, liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Common Area within its Tract with a "Combined Single Limit" (covering bodily injury liability and property damage) of not less than Two Million Dollars (\$2,000,000.00). In addition, each Tract Owner who, on its Tract, is engaged in the business of selling liquor (or its Occupant if the Occupant, as a tenant or licensee, is engaged in selling liquor) shall carry dram shop insurance against claims for bodily injury, death or property damage, occurring as a result of liquor served at the Premises with such insurance to afford protection of not less than Two Million (\$2,000,000.00) Dollars in respect of bodily injury or death, and of not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars for property damage. A Tract Owner shall be responsible for insuring that its Occupant carries the insurance(s) required under this Section 7.01.

The insurance(s) may be in the form of blanket liability coverage applicable to the Tract Owner's Tract and other property owned or occupied by the Tract Owner or the party carrying such insurance coverage (or the responsible parent, subsidiary or affiliated companies of such Tract Owner or party). Such Tract Owner or party may insure, in whole or in part, under any plan of self-insurance, which such Tract Owner or party (or the parent, subsidiary or affiliated companies of such Tract Owner or party) may, from time to time, have in force and effect, provided it shall have a net worth of more than Fifty Million Dollars (\$50,000,000.00). Each Tract Owner shall, upon request, provide the other Tract Owners with evidence of such coverage and a description of any plan of self-insurance being used together with a certification not less frequently than annually such self-insuring Tract Owner maintains a program of self-insurance which shall include professionally issued financial statements evidencing compliance with the net worth requirement described above.

Each Tract Owner as indemnitor shall indemnify, defend and hold harmless all other Tract Owners from all claims, demands, liabilities, losses, costs and expenses with respect to the negligent and/or wrongful acts or omissions of the indemnifying Tract Owner relating to construction, restriction, maintenance, use, operation, occupancy and/or management of any part of the Premises and/or with respect to the use by the indemnifying Tract Owner and its tenants and Permittees of the easements granted in Article VI. Such indemnity shall not apply to the extent of any loss or claim due to or arising from the negligent or wrongful acts or omissions of

the indemnified party.

7.02. Insurance Coverage Adjustment. In the event that a Tract Owner shall at any time deem the limits of the liability and dram shop insurance then carried by the Tract Owners to be insufficient, the Tract Owners shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Liability insurance and dram shop insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this Section. However, if the Tract Owners are unable to agree on the limits for liability insurance to be carried under Section 7.01 above, the proper and reasonable limits for insurance then to be carried shall be determined by an impartial third person selected by the Tract Owners, or should they be unable to agree on a selection, by an impartial third person chosen by the presiding judge of the Second Judicial District Court, Bernalillo County, New Mexico, or his successor on application by either party made after ten (10) days' written notice to the other party of the time and place of the application. The decision of the impartial third person as to the proper and reasonable limits for insurance then to be carried shall be binding on the parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this Section. The expenses of the determination shall be borne equally by the parties.

ARTICLE VIII
MAINTENANCE PROVISIONS

8.01. Maintenance of Common Areas. Commencing with the completion of all of the Common Area improvements to a Tract and continuing thereafter until changed by agreement or notice, as provided hereinafter, the Tract Owner, with respect to said Tract, agrees to maintain, or cause to be maintained, the Common Area located within said Tract, at all times, in good and clean condition and repair, which maintenance shall include, but not be limited to the following:

- (a) Maintaining the asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;
- (b) Removing ice, snow, sand, papers, debris, filth and refuse, as soon as practically possible, and thoroughly sweeping the Common Area to the extent reasonably necessary to keep it in a clean and orderly condition;
- (c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;
- (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
- (e) Maintaining all landscaped areas and repairing automatic landscape sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary; and

- (f) Maintaining and repairing any and all walls, common storm drains, all drainage ponds and appurtenances, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Premises.
- (g) Maintaining/paying for all trash and garbage services and, with respect thereto, keeping all odors from garbage and trash to a minimum so that such are not unreasonably offensive to adjacent properties. With respect to the foregoing, all trash shall be kept in trash receptacles sufficient in size and number to prevent the overflow trash or garbage, with trash service in frequent enough intervals to keep unreasonable odors and the overflow of trash from occurring.

8.02. Lighting. The artificial lighting for the Common Area shall remain on during ordinary hours of business (except in daylight hours), which is agreed to mean that period during which Majority Parties (computed through a comparison of square footage of buildings actually constructed on the Tracts) on the Premises are open for business, provided that all buildings in the subdivision tracts shall maintain security lighting at night. Each Tract Owner will cause the lighting of the Common Area located upon its respective Tract to be metered separately along with the metering for the electrical use of its buildings. The utility costs of lighting the Common Area on each Tract shall be borne by the owner of each such Tract. Site lighting shall be limited to 16 feet in height in accordance with the Site Plans. All light fixtures shall be fully horizontal lamps so that no fugitive light shall escape beyond the property line. No light source shall be visible from the site perimeter of a Tract. Additional shielding with a vertical sheet metal drop panel shall be installed by each Owner whose Tract is adjacent to the Corrales Main Canal in order to shield fugitive lighting from view from residential subdivisions to the east of the Tract.

8.03. Effect on Sale by Party. If any Tract Owner in the Premises sells all or a part of the Tract owned by it, other than to perfect a sale and leaseback (or other similar financing) of such property, then, from and after the date of sale, such Tract Owner shall have no further obligation under this Declaration with respect to such Tract sold; provided, however, the conveyances of all or any portion of the Premises subsequent to the Date Hereof shall recite that they are subject to the terms and provisions of this Declaration.

8.04. Default; Cure by Non-Defaulting Tract Owner(s); Lien for Expenses. Any non-defaulting Tract Owner, after providing 24-hour written notice to the defaulting Tract Owner, may correct any default for and on behalf of any defaulting Tract Owner hereunder and the cost of correcting the default, together with interest at the Interest Rate, shall be immediately due and payable. If not paid, the Tract Owner correcting the same shall have a lien on the Tract of the defaulting Tract Owner for such amount in default, which amount shall bear interest at the Interest Rate from the due date until paid. In addition to the foregoing, if any Tract Owner defaults under this Declaration, any other Tract Owner may institute legal action against the defaulting Tract Owner for specific performance, declaratory relief, damages, or any other available legal remedy. In addition to recovery of the sum so expended on behalf of the defaulting Tract Owner and in addition to obtaining a decree of specific performance or injunctive relief, the prevailing Tract Owner shall be entitled to receive from the losing Tract

Owner such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing Tract Owner in any such action. The lien provided for above may be filed for record by the curing Tract Owner as a claim of lien against the Tract of the defaulting Tract Owner in the same manner and with the same priority and legal affect as a mechanics' lien in New Mexico.

8.05. Notice to Tract Owner; Waiver of Subrogation Rights; Indemnity Provisions. Each Tract Owner shall promptly notify the other Tract Owners of any asserted claim with respect to which a Tract Owner is or may be indemnified against hereunder and shall deliver to such Party copies of process and pleadings. The Tract Owners each, on behalf of their respective insurance companies insuring against any such loss, waive any right of subrogation it may have against the other Tract Owners, and each Tract Owner shall procure from such insurers under all policies of such insurance coverage a waiver of all rights of subrogation which the insurers might otherwise have under such policies. If any Tract Owner fails to perform such obligation, such failure shall constitute a default, in which case the other Tract Owners may cause the performance of such obligations and bill the defaulting Tract Owner for the expenses incurred. In the event the defaulting Tract Owner fails to repay such expenses, the applicable provisions and remedies of Section 8.04 above shall apply.

8.06. Rules and Regulations. The Tract Owners by unanimous consent may make rules and regulations which shall further control the use and operation of the Common Area. Such rules and regulations shall be those which are necessary or desirable to provide for the most effective, economical and fair use and enjoyment of the facilities and which do not unduly favor or prejudice the Tract Owners or tenants of all or any part of the Premises in the use of such facilities. Such rules and regulations may be amended from time to time and may include, but shall not be limited to, requirements that owners and occupants of the Building Area require employees to restrict their parking to one or more portions of the Common Area or restrict them from any parking within the Premises.

8.07. Sidewalks. The cleaning, maintenance and repair of the sidewalks immediately adjacent to the buildings on the Premises shall be the responsibility of the Tract Owner of all or any Tract on which the Sidewalks are located. In the event of a failure to repair, the applicable provisions and remedies of Section 8.04 shall apply.

ARTICLE IX MISCELLANEOUS

9.01. Notices. Any notice, payment, demand, offer or communication required or permitted to be given by any provision of this Declaration shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail, postage and charges prepaid, or by Federal Express or other reputable overnight courier or delivery service.

Any such notice shall be deemed to be given (i) on the date the notice is deposited with the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (ii) on the date the notice is delivered by a reputable professional courier service to the address of the person to whom it is directed, provided it is sent prepaid.



9.02. Breach - Effect on Mortgage and Right to Cure. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any owner of any portion of the Premises, or any part thereof, who acquires title by foreclosure or power of trust sale or by deed in lieu of foreclosure; provided, however, that any such owner who acquires title by foreclosure or power of trust sale shall take title free of any liens created or provided for hereunder, though otherwise subject to the provisions hereof. Notwithstanding any other provision in this Declaration for notices of default, the mortgagee of any Tract Owner in default hereunder shall be entitled to notice of said default, in the same manner that other notices are required to be given under this Declaration; provided, however, that said mortgagee shall have, prior to the time of the default, notified the Tract Owner giving said notice of default of the mortgagee's interest and mailing address. In the event that any notice shall be given of the default of a Tract Owner and such defaulting Tract Owner has failed to cure or commence to cure such default as provided in this Declaration then and in that event the Tract Owner giving such notice of default covenants to give such mortgagee (which has previously given the above stated notice to such Tract Owner) under any mortgage affecting the Tract of the defaulting Tract Owner an additional notice given in the manner provided above, that the defaulting Tract Owner has failed to cure such default and such mortgagee shall have thirty (30) days after said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, diligently to commence curing within such time and diligently pursue such cure to completion within a reasonable time thereafter. Giving of any notice of default or the failure to deliver a copy to any mortgagee shall in no event create any liability on the part of the Tract Owner so declaring a default.

9.03. Effect on Third Parties. The rights, privileges, or immunities conferred hereunder are for the benefit of the Tract Owners and not for any other party.

9.04. Assignment. The Declarant and each Tract Owner, without consent from the other Tract Owners, shall have the right to delegate, by assignment, its rights, responsibilities and obligations set forth in this Declaration to another party including a tenant or licensee of all or a part of a Tract; provided, such assignment shall not relieve the Tract Owner of its responsibilities hereunder as such pertain to the Premise and the other Tract Owners.

9.05. Governing Law. This Declaration and the obligations of the Tract Owners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New Mexico.

9.06. Release. If a Tract Owner shall sell, transfer or assign its entire Tract or its interest therein, it shall, except as provided in this Declaration, be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment.

9.07. Duration of Declaration. This Declaration shall remain in effect for a period fifty-five (55) years from the date of the Declaration is recorded, after which time they shall automatically renewed for ten year periods unless the Majority Parties elect in writing not to so renew and shall expressly terminate these covenants by written instrument recorded in the public



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records of the county in which the Premises are located.

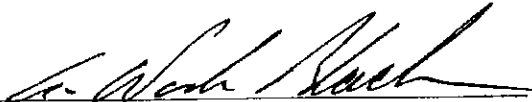
9.08. Realty. Each Tract Owner shall pay, or cause to be paid prior to delinquency all real estate taxes and assessments which may be levied, assessed or charged by any public authority against such Tract Owner's Tract, the improvements thereon or any other part thereof. In the event a Tract Owner shall deem any real estate tax or assessment (including the rate thereof or the assessed valuation of the property) to be excessive or illegal, such Tract Owner shall have the right, at its own cost and expense, to contest the same by appropriate proceedings, and nothing contained in this Section shall require such Tract Owner to pay such real estate tax or assessment as long as (a) no other Tract Owner's Tract would be immediately affected by such failure to pay (or bond); and (b) the amount or validity thereof shall be contested in good faith. If the failure to pay (or bond) such tax would affect another Tract Owner's Tract, such other Tract Owner shall have the right to pay such tax and shall have a lien on the nonpaying Tract Owner's Tract for the amount so paid until reimbursed such payment. Any such lien shall be subject to, and junior to, and shall in no way impair defeat the lien or charge of any mortgagee.

9.09. Binding Effect. All of the limitations, covenants, conditions, easements restrictions contained herein shall attach to and run with each Tract and shall benefit and bind the successors and assigns of the respective Tract Owners. This Declaration and the terms, covenants and conditions herein contained shall be enforceable as enforceable servitude in favor of said Tracts and any portion thereof.

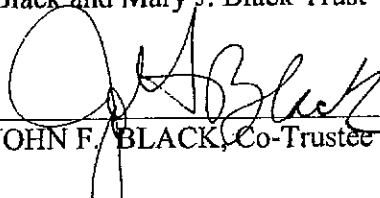
9.10. Estoppel Certificate. Any Party may, in connection with the financing, sale or transfer of such Tract Owner's Tract, deliver written notice to the other Tract Owners requesting such Tract Owner to certify in writing that to the best knowledge of the certifying Tract Owner, the requesting Tract Owner is not in default in the performance of its obligations under this Declaration, or if in default, to describe the nature and amount of defaults. Each Tract Owner receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof. The Tract Owners acknowledge that such certificate may be relied upon the by third parties designated in the request by the Tract Owner requesting such certificate.

9.11. Counterparts. This Declaration, and any amendment thereof, may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original; and such counterparts together shall constitute one instrument.

In witness whereof, the undersigned have executed this Declaration effective as of the Date Hereof.



A. WADE BLACK, Co-Trustee of the Albert J. Black and Mary J. Black Trust



JOHN F. BLACK, Co-Trustee of the Albert J.



Black and Mary J. Black Trust

STATE OF New Mexico)
)
COUNTY OF Bernalillo)

The foregoing document was acknowledged before on Feb. 18th 2004,
2003, by A. Wade Black, Co-Trustee of the Albert J. Black and Mary J. Black Trust.

Sharon L. Hollins
Notary Public

My Commission Expires: November 29, 2007



OFFICIAL SEAL
Sharon L. Hollins
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 11/29/07

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

The foregoing document was acknowledged before on Feb. 18th, 2004,
2003, by John F. Black, Co-Trustee of the Albert J. Black and Mary J. Black Trust.

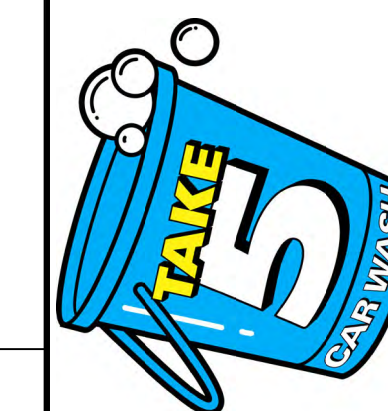
Sharon L. Hollins
Notary Public

My Commission Expires: Nov. 29, 2004
2007



OFFICIAL SEAL
Sharon L. Hollins
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 11/29/07

2008 NORTH 7th AVENUE
PHOENIX, ARIZONA 85007



TAKE 5 CAR WASH EXPRESS
10084 COORS BLVD NW
ALBUQUERQUE, NM

SITE PLAN

DATE: 2021-05-04
SCALE: SCALE
DRAWN BY: JM
PROJECT NUMBER: CWU20001.0
SHEET: DD1
REV:

PROJECT DATA

PROJECT NAME: TAKE 5 CAR WASH FACILITY
10084 COORS BLVD NW
ALBUQUERQUE, NEW MEXICO
EXISTING USE: VACANT
PROPOSED USE: EXPRESS CAR WASH
OWNER: JB HOLDING LLC
10416 MORNING STAR DR NE
ALBUQUERQUE, NM 87111-7539
DEVELOPER: DRIVEN BRANDS
440 S. CHURCH ST #700
CHARLOTTE, NC 28202
CONTACT: LISA WHITE
(980) 259-0701
ARCHITECT: M3 DESIGN
2308 N 7TH AVE
PHOENIX, ARIZONA 85007
(480) 528-3136
CONTACT: JESSE MACIAS

SITE DATA

SITE NET AREA: 34,412.4 S.F. / 0.79 AC.
APN #: 10140651730820325
GENERAL PLAN DESIGNATION: COMMERCIAL
ZONING: MX-L MIXED USE LOW INTENSITY
BUILDING FOOTPRINT: 3,400 S.F.
BUILDING COVERAGE: 3,400 S.F. / 34,412.4 S.F. = 39.9%
BUILDING HEIGHT: MAXIMUM: 36'-0" PROVIDED: ±32'-0"
LANDSCAPE: 5,435 S.F. / 34,412.4 S.F. = 15.9%
IMPERVIOUS COVERAGE: 25,577.4 S.F. / 34,412.4 S.F. = 74.3%
SETBACKS: SETBACKS: RECD: PROVIDED:
STREET FRONT (WEST) 44'-6"
STREET SIDE (EAST) 60'-2"
SIDE (WEST) 0'
REAR (SOUTH) 0'
TYPE OF CONSTRUCTION: VB
OCCUPANCY TYPE: B (BUSINESS)

PARKING: REQUIRED:
(2) SPACE PER 1000 GFA RETAIL/OFFICE/WAITING AREA
TOTAL S.F. OF OFFICE SPACE/WAITING AREA:
3359F/1000X2 = 1 SPACES
TOTAL REQUIRED: 1 SPACES
REQUIRED: 3 BICYCLE SPACES / 1 MOTORCYCLE SPACE
PARKING PROVIDED:
ACCESSIBLE PARKING SPACES: 1 SPACES
STANDARD PARKING SPACES: 13 SPACES
TOTAL PROVIDED: 14 SPACES
PROVIDED: 3 BICYCLE SPACES / 1 MOTORCYCLE SPACE

PROJECT DESCRIPTION

NEW 3,400sf EXPRESS CAR WASH FACILITY WITH 14 SPACES ON EXISTING COMMERCIAL ZONED VACANT PARCEL WITH EXISTING CURB CUT ACCESS POINTS. PROPOSING NEW ON-SITE CIRCULATION, LANDSCAPE

LEGAL DESCRIPTION

LOT NUMBERED TWO-C (2-C) OF COTTONWOOD CROSSING, PHASE II, (BEING A REPLAT OF TRACT 2, COTTONWOOD CROSSING PHASE II) WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JULY 1, 2004 IN PLAT BOOK 2004C, PAGE 201

GENERAL SHEET NOTES

1. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THIS PROJECT IS LOCATED IN THE CITY OF ALBUQUERQUE/ABCWUA SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
3. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
4. ALL SIGNAGE REQUIRES SEPARATE APPROVALS AND PERMITS.
5. ANY LIGHTING WILL BE PLACED SO AS TO DIRECT LIGHT AWAY FROM THE ADJACENT RESIDENTIAL DISTRICTS AND WILL NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THE SITE.
6. OWNERS OR PROPERTY ADJACENT TO PUBLIC ROW WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE ROW IN ACCORDANCE WITH APPROVED PLANS.
7. NO MORE THAN 10 PERCENT OF REQUIRED LANDSCAPE AREAS SHALL BE COOL SEASON GRASS SPECIES. IRRIGATED COOL SEASON GRASS SHALL NOT BE PLANTED ON SLOPES EXCEEDING 1:4 RISE:RUN OR PLANTED IN NARROW OR IRREGULARLY SHAPED AREAS (10 FEET OR LESS IN ANY DIMENSION) IN ORDER TO AVOID WATER WASTE. ANY COOL SEASON GRASS SHALL BE INSTALLED AT LEAST 3 FEET IN ANY DIRECTION FROM ANY NON-PERMEABLE HARD SURFACE (A BUFFER USING MULCH CAN BE USED WHEN PLANTING COOL SEASON GRASS ADJACENT TO NON-PERMEABLE SURFACE).

CASE PROJECT #S

PR #: PR-2021-005816
APP #: SI-2021-02066

APPROVAL STAMPS

PROJECT NUMBER: PR-2021-005816

Application Number:

This plan is consistent with the specific Site Development Plan approved by the Environmental Planning Commission (EPC), dated _____, 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 DPC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.

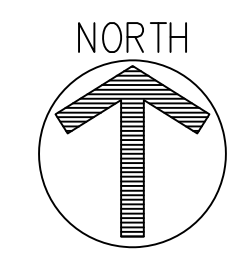
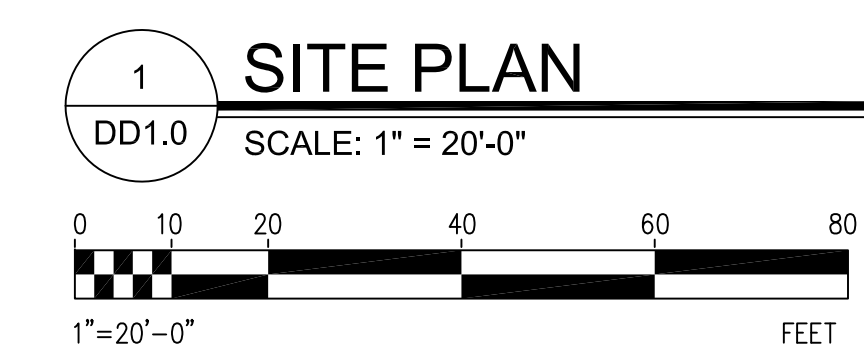
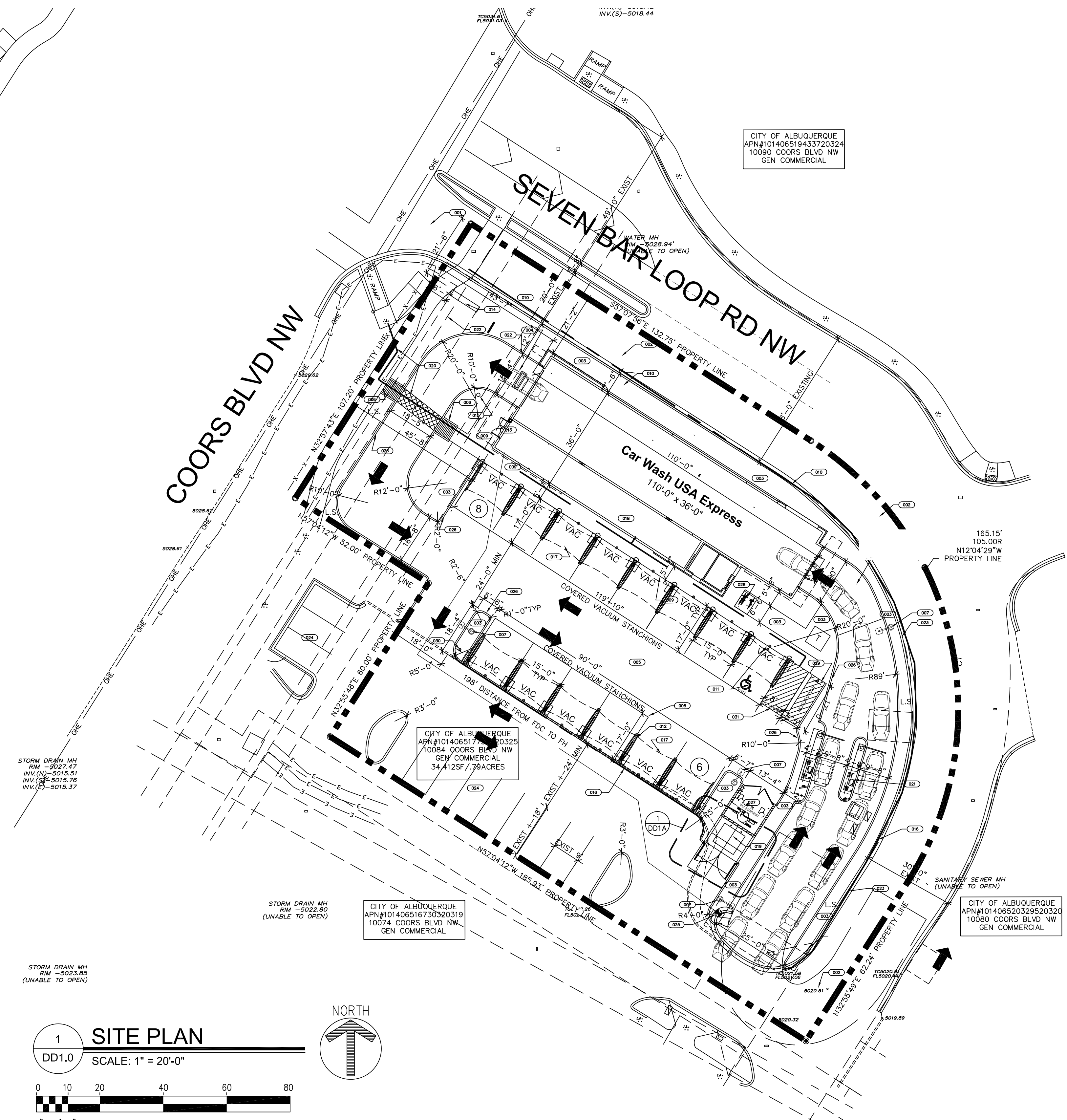
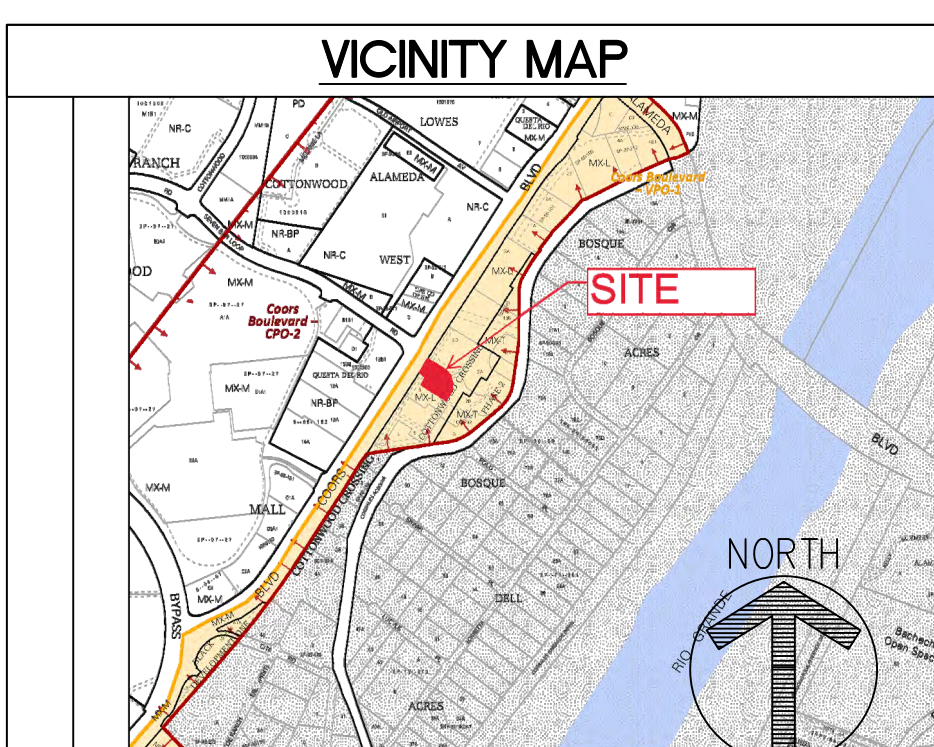
DEB SITE DEVELOPMENT PLAN APPROVAL:

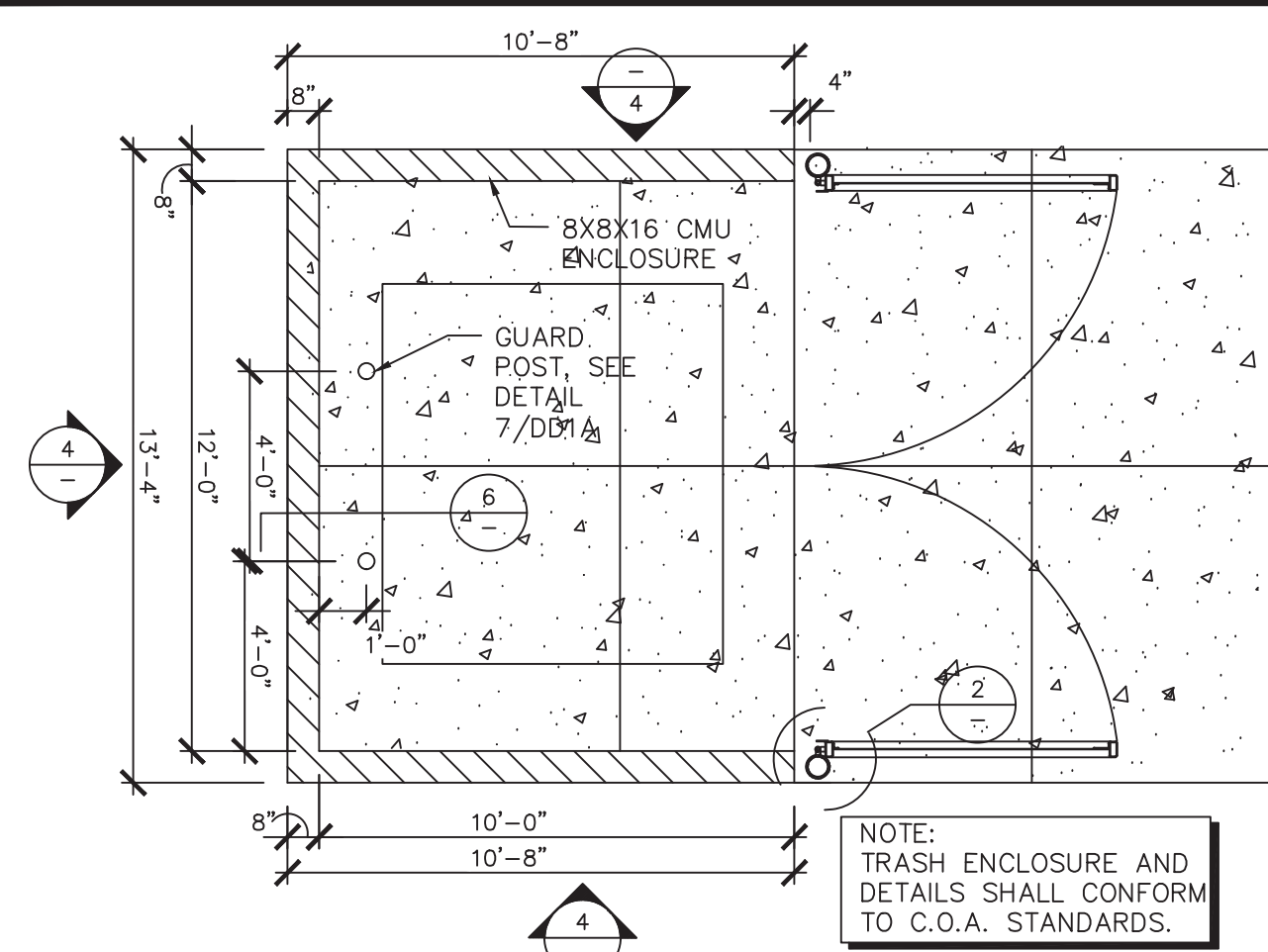
Traffic Engineering, Transportation Division	Date
ABCWUA	Date
Parks and Recreation Department	Date
City Engineer/Hydrology	Date
Code Enforcement	Date
*Environmental Health Department (conditional)	Date
Solid Waste Management	Date
DEB Chairperson, Planning Department	Date

*Environmental Health, necessary

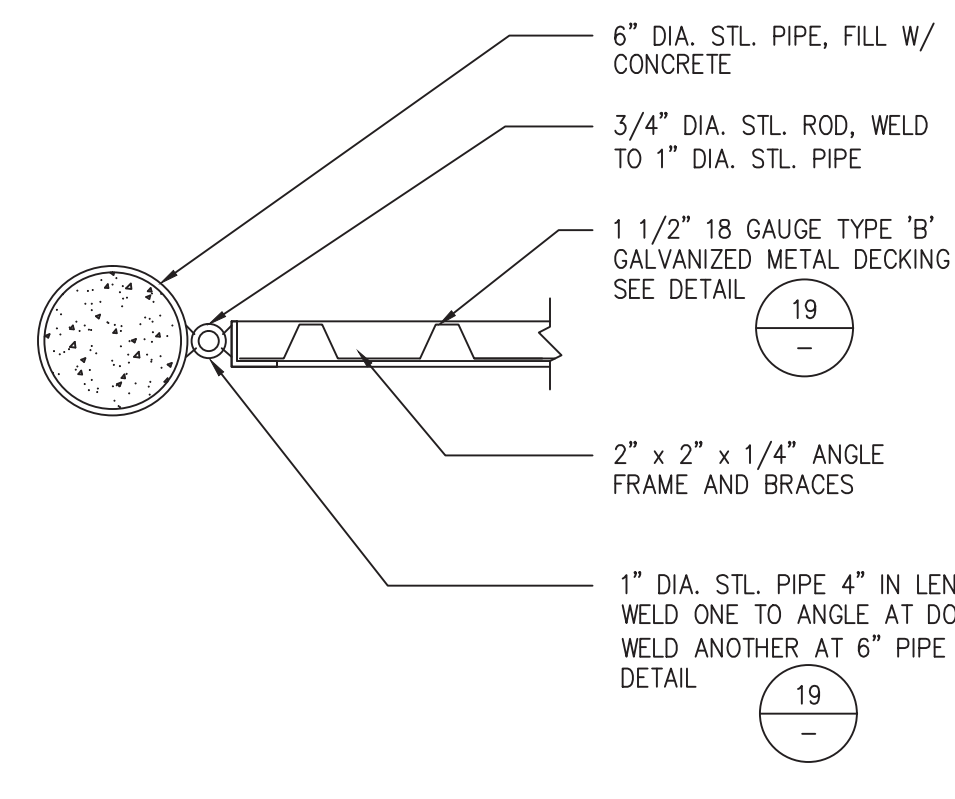
SHEET KEYED NOTES

- 001 EXISTING CURB CUT TO REMAIN
- 002 EXISTING ON-SITE ACCESS TO REMAIN
- 003 NEW PROPOSED LANDSCAPE - SEE LANDSCAPE DWGS
- 004 NEW CONCRETE PAVEMENT
- 005 NEW ASPHALT PAVEMENT
- 006 NEW SIDEWALK RAMP.
- 007 NEW SITE LIGHTING - SEE DTL 10/DD1A
- 008 4" WIDE WHITE STRIPING AT PARKING SPACES & DRIVE LANES.
- 009 ZERO EDGE CONCRETE WALK/CONCRETE SIDEWALK
- 010 PROPOSED TRANSFORMER. FINAL LOCATION BY POWER CO
- 011 ACCESSIBLE PARKING SIGNS PER LOCAL CITY/DTL 8/9/DD1A
- 012 PROPOSED VACUUM STANCHIONS DTL13/DD1A
- 013 S.E.S. LOCATION.
- 014 MONUMENT SIGN - UNDER SEPARATE PERMIT. DTL 3/DD1B
- 015 18" SQUARE CONCRETE PAD FOR "STOP & GO" SIGN.
- 016 RED PAINTED CURB - "NO PARKING - FIRE LANE".
- 017 FABRIC CANOPY AWNING DTL 13/DD1A
- 018 UNISEX RESTROOM.
- 019 REFUSE ENCLOSURE SEE DETAIL 1/DD1A
- 020 ACCESSIBLE PATH/PEDESTRIAN PATHWAY 11/DD1A
- 021 PAY-POINT CANOPIES - TYP OF 2-DTL 13/DD1A
- 022 EXISTING UTILITY EASEMENTS
- 023 EXISTING CURBING TO REMAIN
- 024 EXISTING PARKING TO REMAIN
- 025 EXISTING FIRE HYDRANT TO BE RELOCATED. SEE CIVIL
- 026 NEW 6" RAISED CURBING - SEE CIVIL
- 027 VACUUM ENCLOSURE
- 028 NEW BICYCLE PARKING - 3 SPACES DTL 1/DD1B
- 029 NEW MOTORCYCLE PARKING/SIGN DTL 2/DD1B
- 030 "DO NOT ENTER" SIGN
- 031 "NO PARKING" LETTERS 12"H

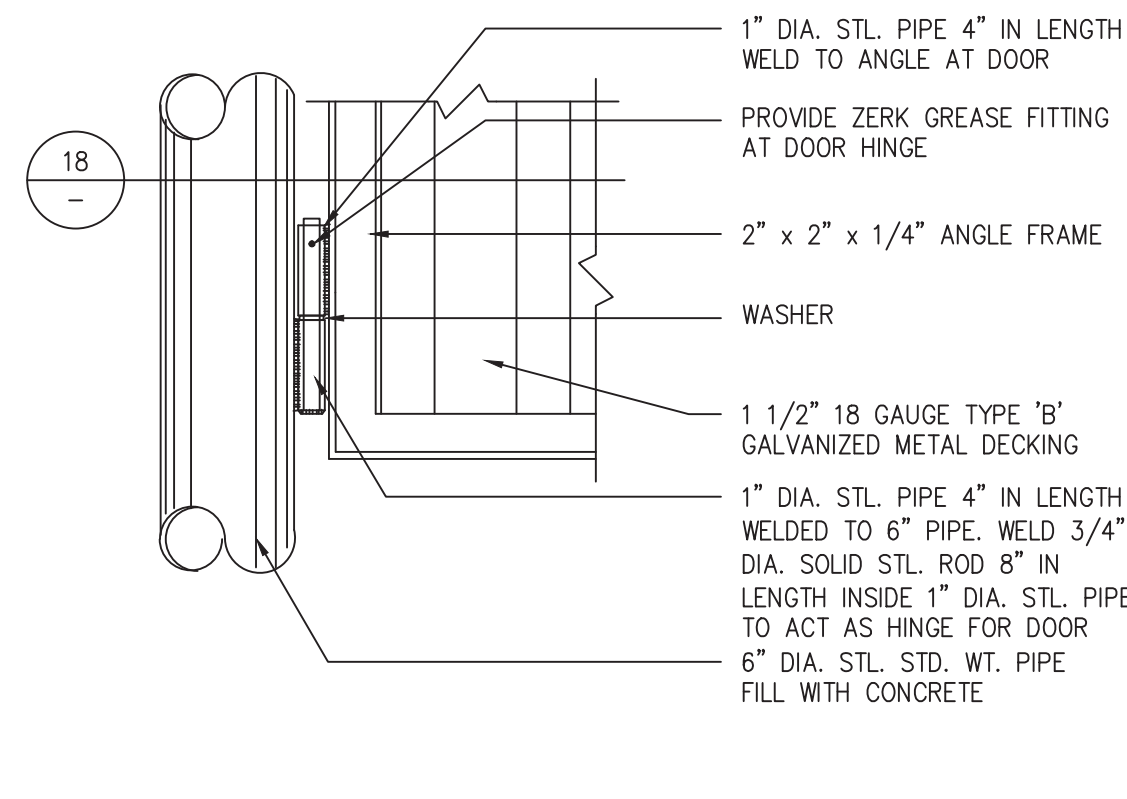




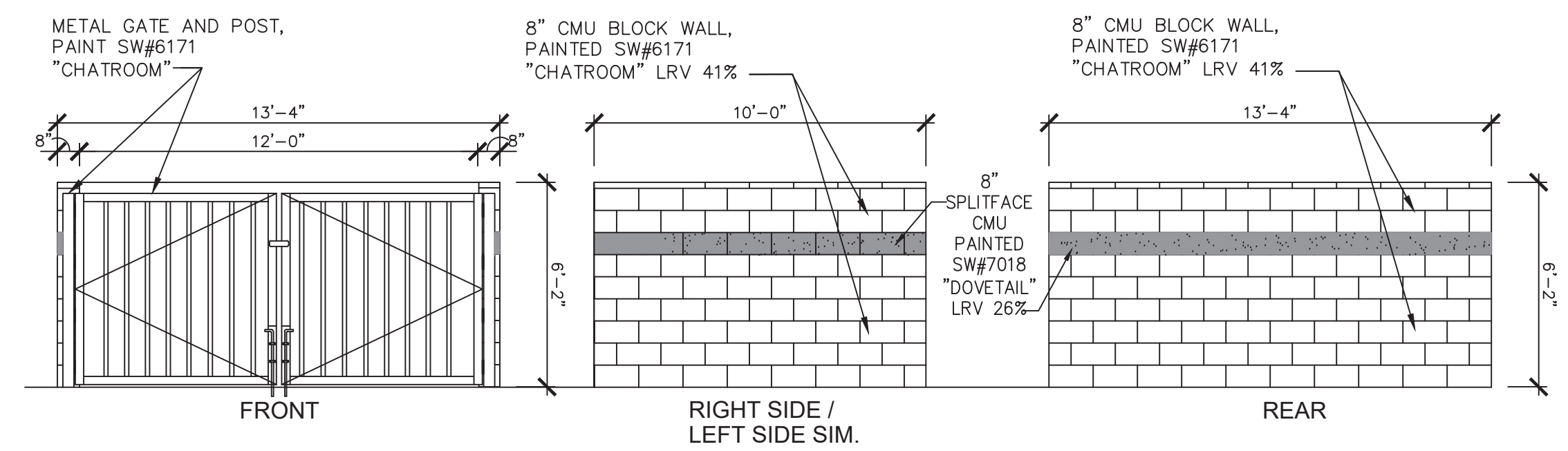
1 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



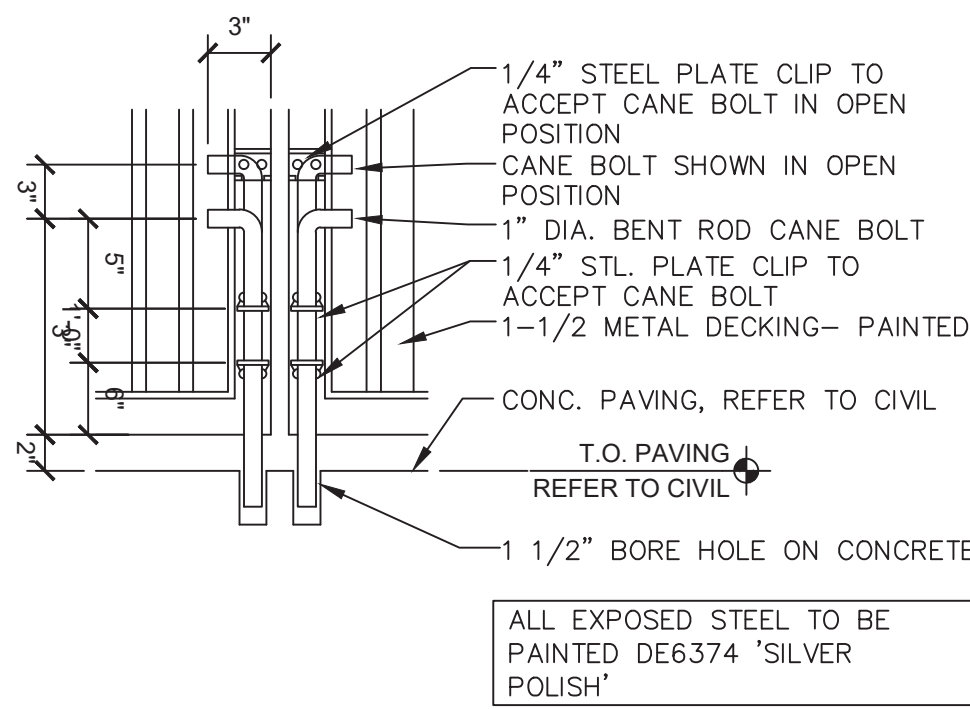
2 HINGE AT TRASH ENCLOSURE
SCALE: 1-1/2" = 1'-0"



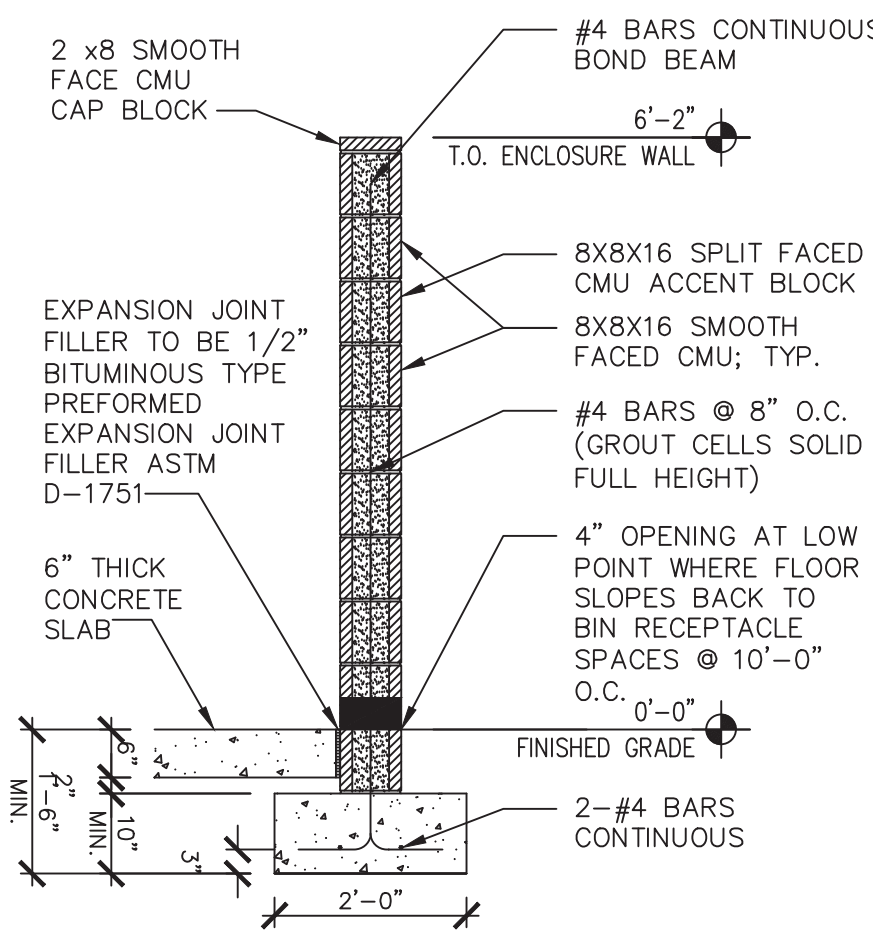
3 JAMB AT TRASH ENCLOSURE
SCALE: 1-1/2" = 1'-0"



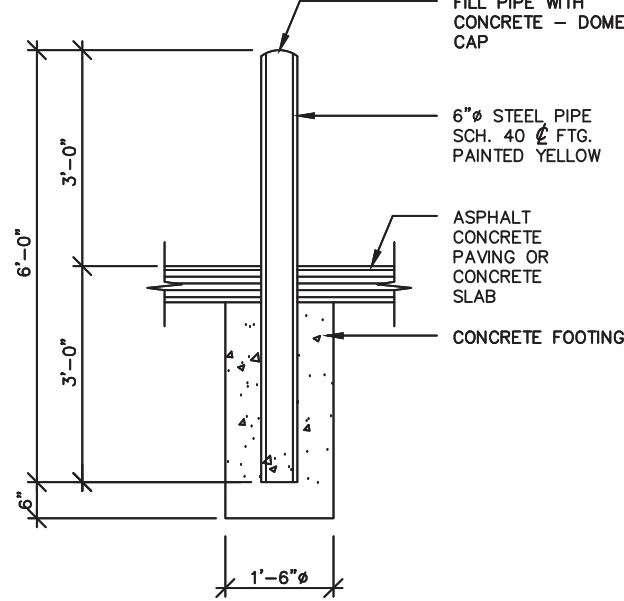
4 TRASH ENCLOSURE ELEV.
SCALE: 1/4" = 1'-0"



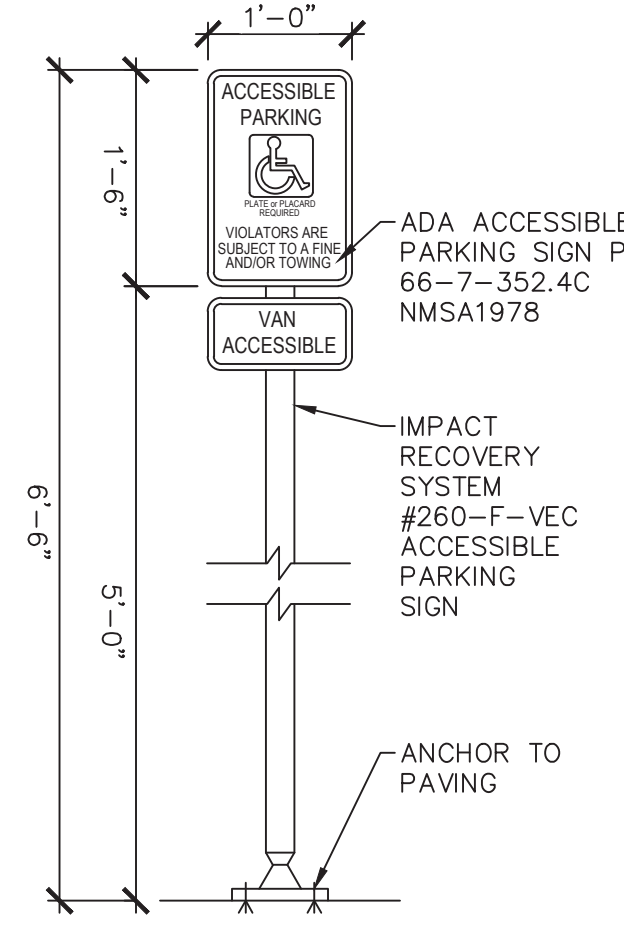
5 CANE BOLT DETAIL
SCALE: 1 1/2" = 1'-0"



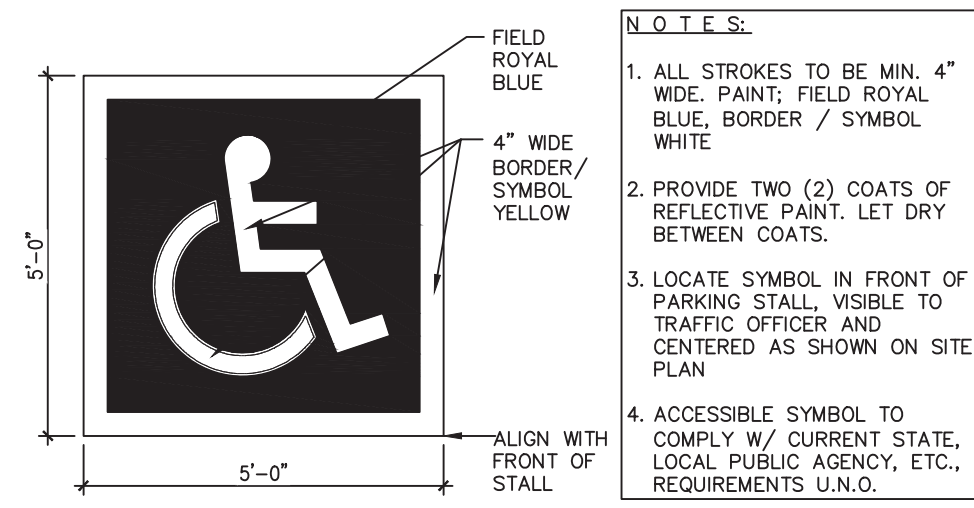
6 TRASH ENCL SECTION
SCALE: 1/2" = 1'-0"



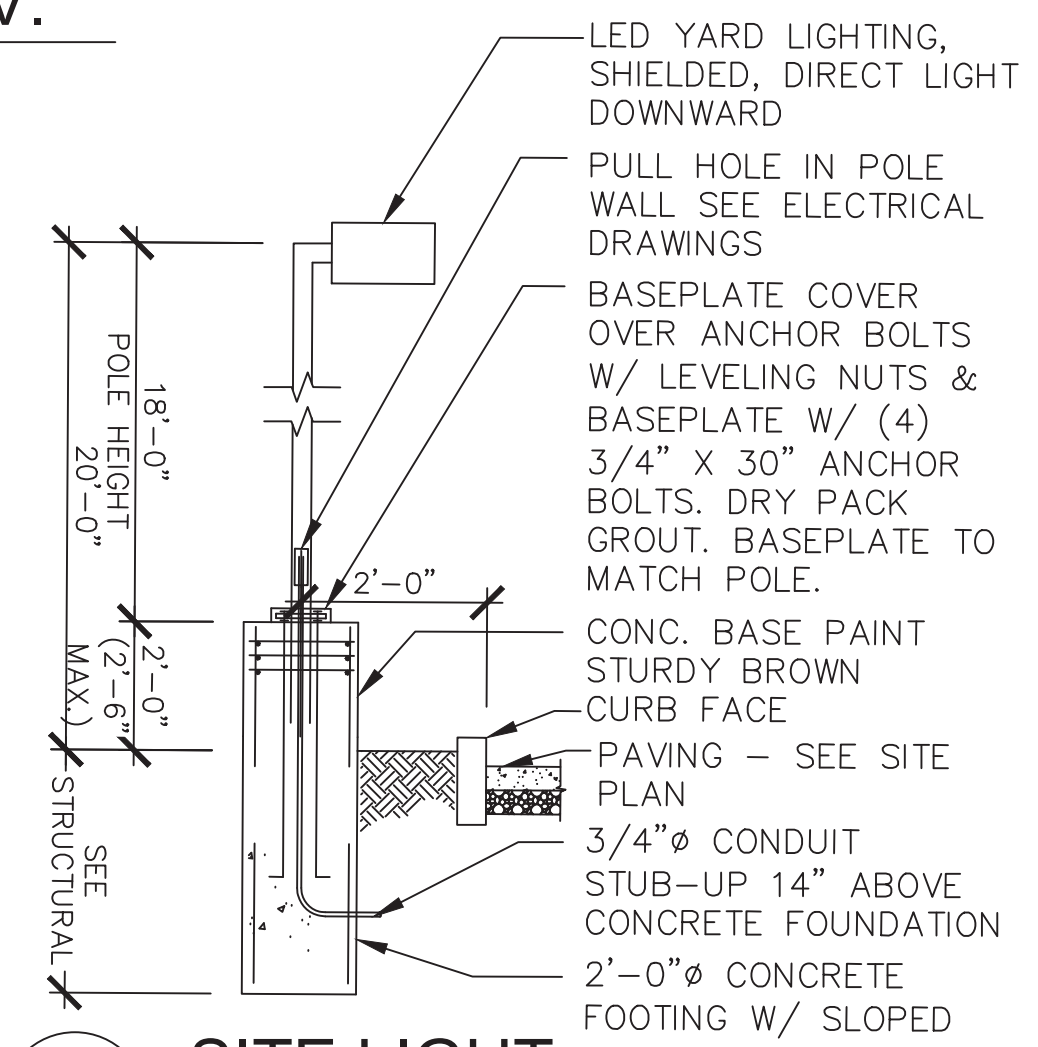
7 GUARD POST DETAIL
SCALE: 1/2" = 1'-0"



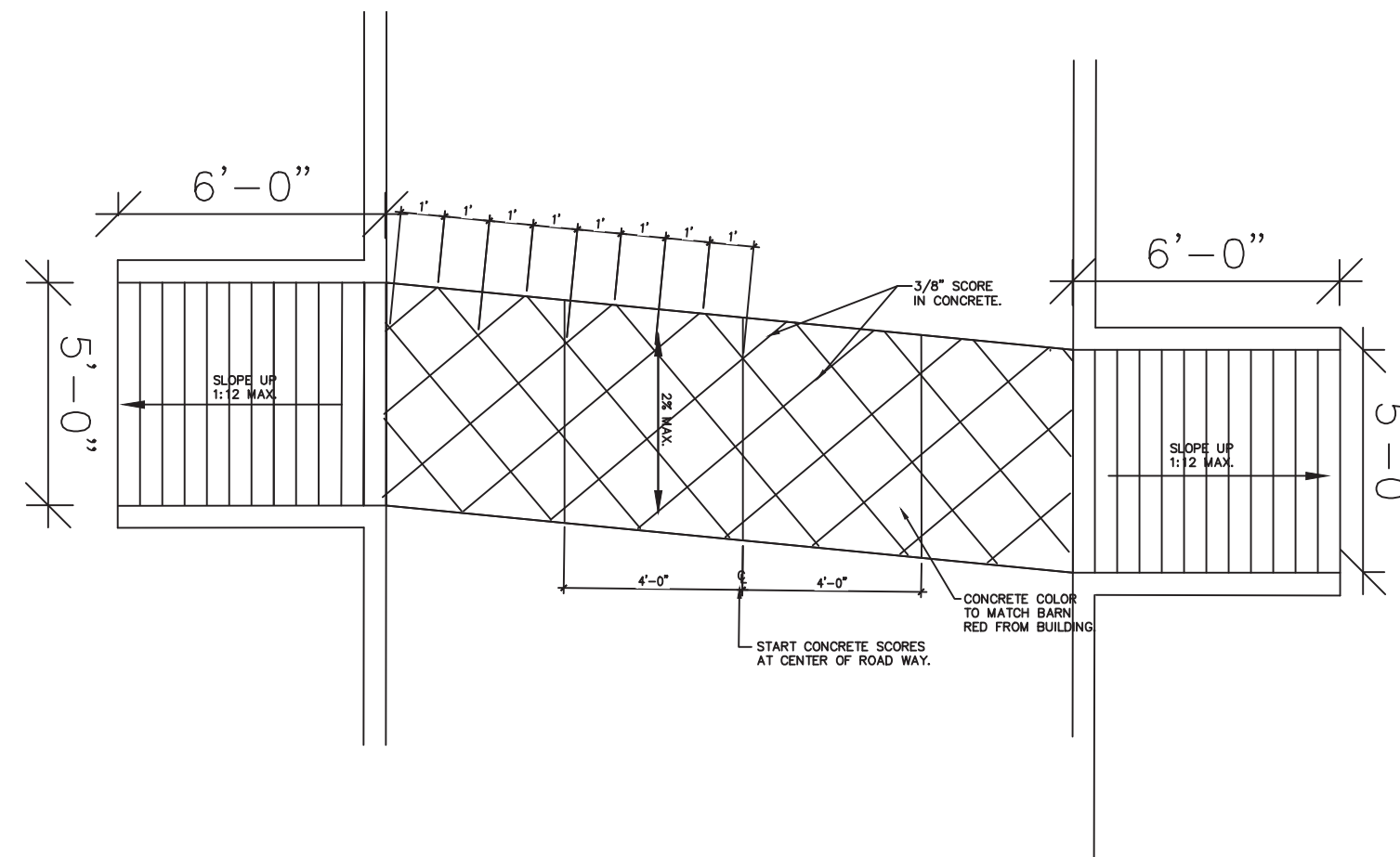
8 ACCESSIBLE PARKING SIGN
SCALE: 3/4" = 1'-0"



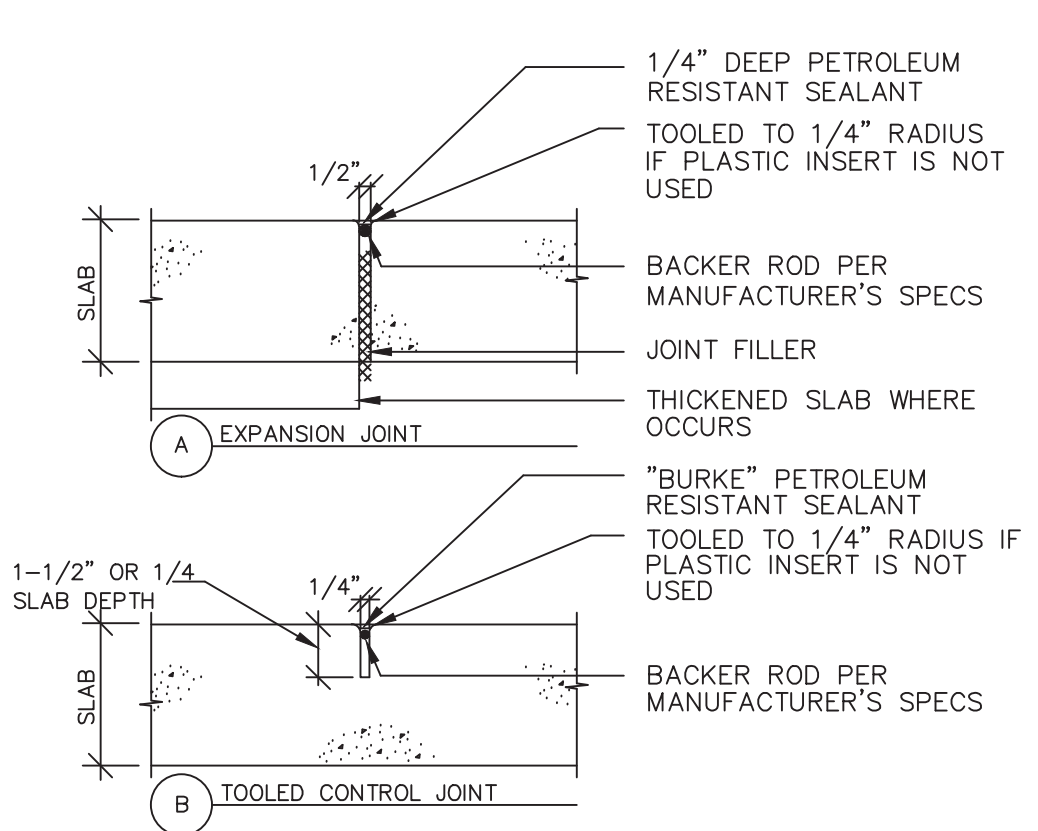
9 ACCESSIBLE PARKING SYMBOL
SCALE: 1/2" = 1'-0"



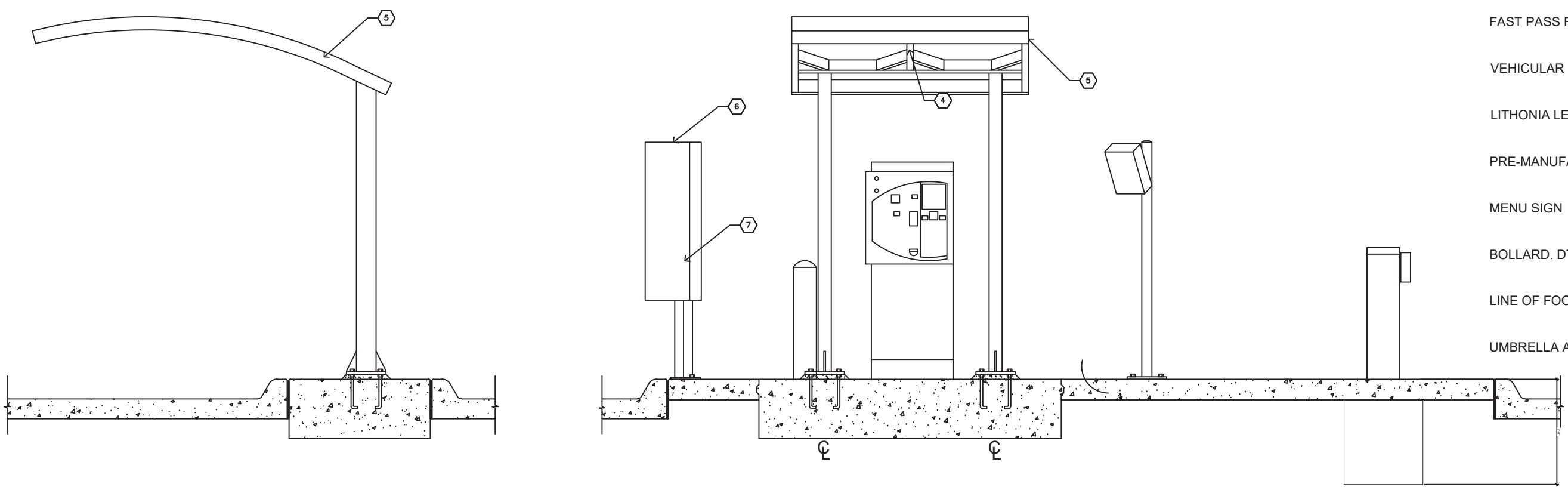
10 SITE LIGHT
SCALE: 3/8" = 1'-0"



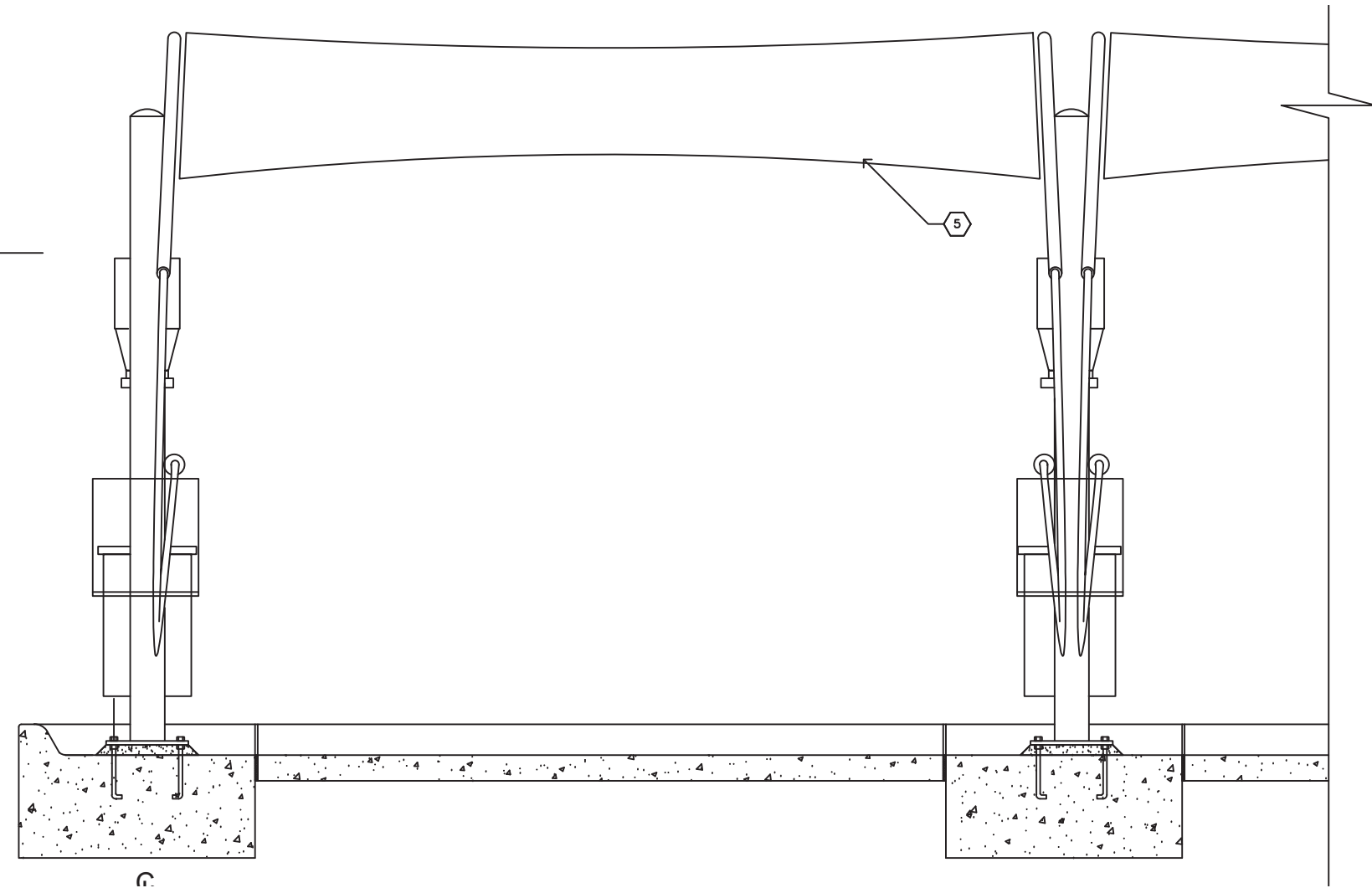
11 PEDESTRIAN CROSSING
SCALE: 1/4" = 1'-0"



12 CONCRETE DETAILS
SCALE: 1/2" = 1'-0"



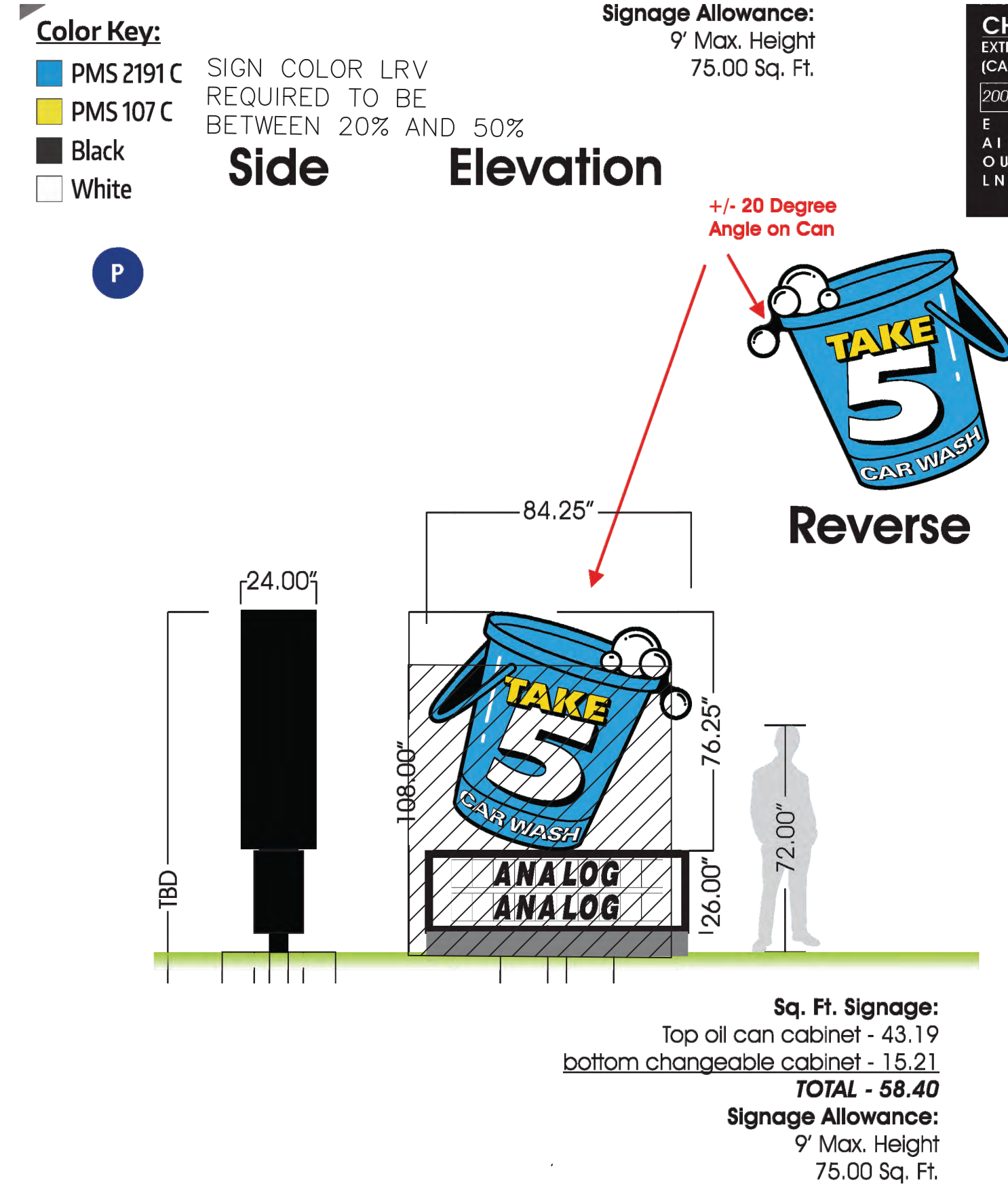
13 PAY-POINT/VACUUM ELEVATION
SCALE: 1/2" = 1'-0"



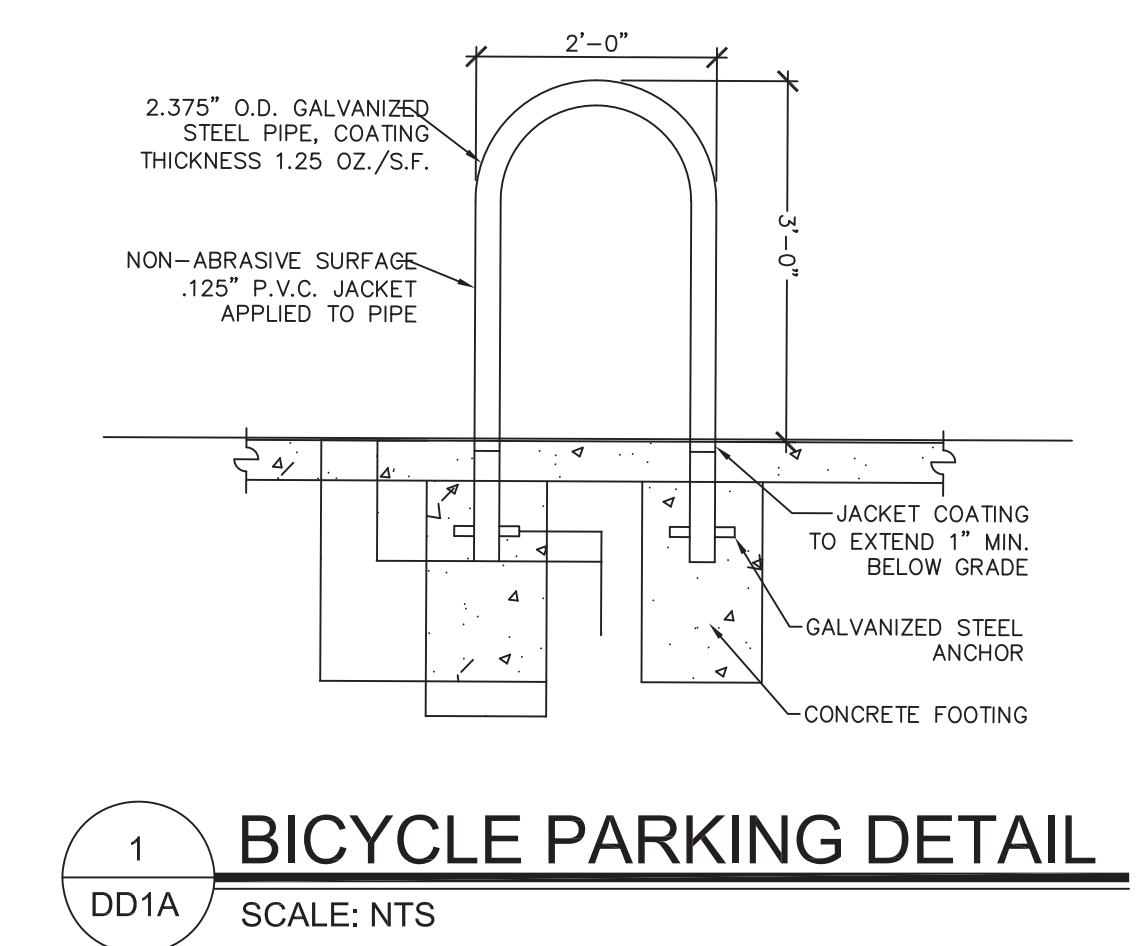
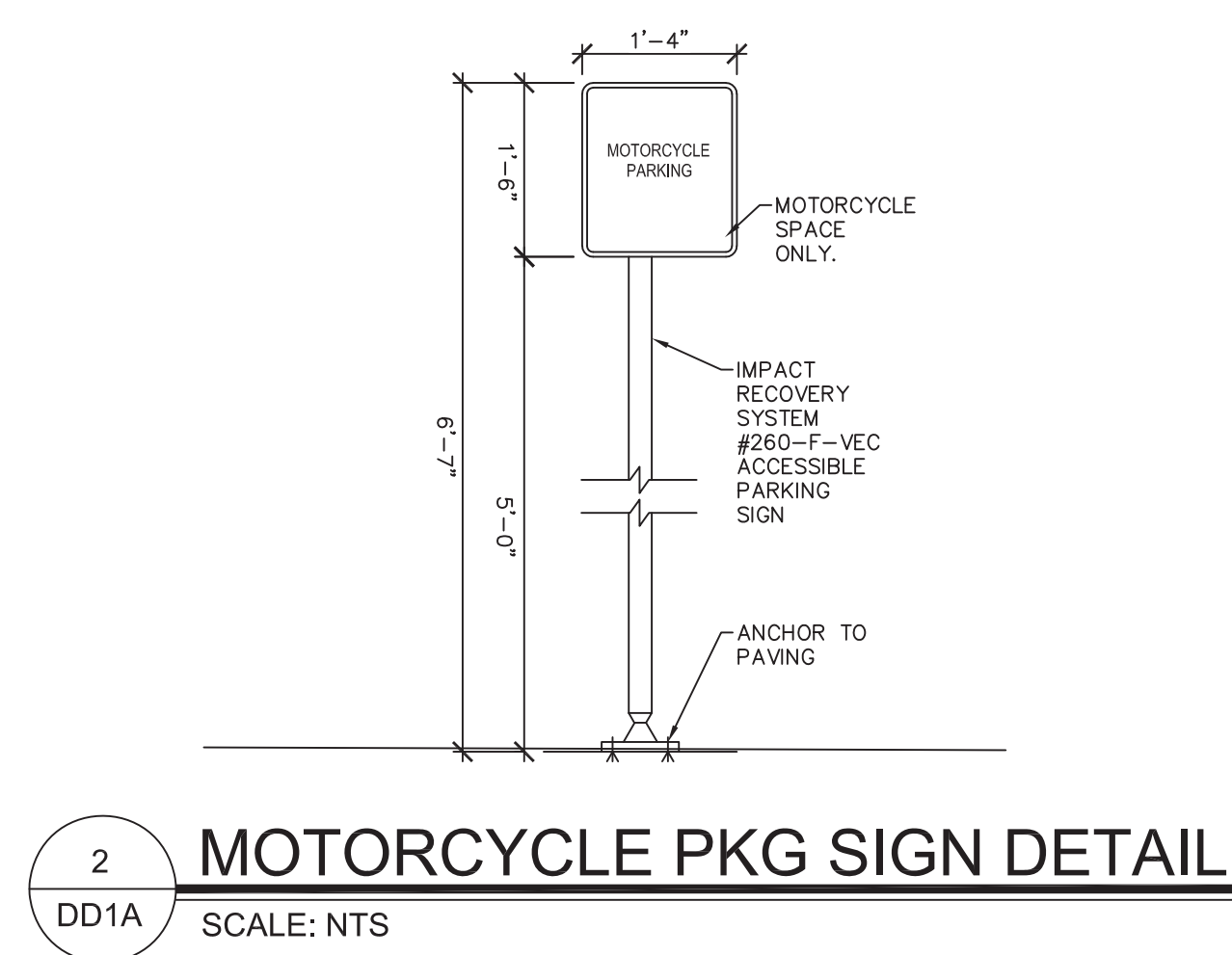
KEYNOTES

- XPT PAY KIOSK ON 6" CURB
- FAST PASS READER.
- VEHICULAR GATE.
- LITHONIA LED LIGHT
- PRE-MANUFACTURED CANOPY BY TSS
- MENU SIGN
- BOLLARD, DTL.
- LINE OF FOOTING.
- UMBRELLA ARCH.





3 **MONUMENT SIGN DETAIL**
 DD1A SCALE: NTS

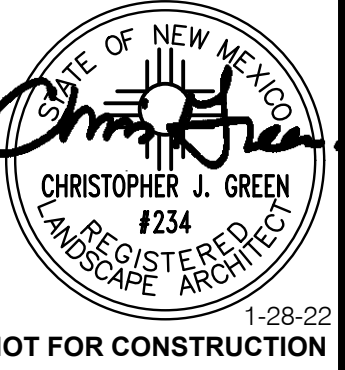
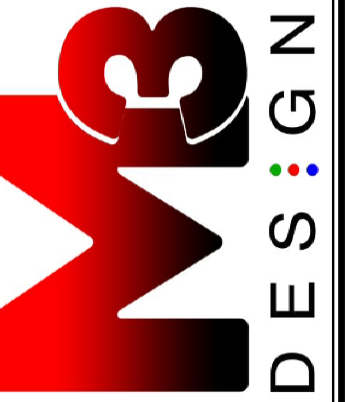


2008 NORTH 7th AVENUE
 PHOENIX, ARIZONA 85007



TAKE 5 CAR WASH EXPRESS
 10084 COORS BLVD NW
 ALBUQUERQUE, NM
 SITE DETAILS

DATE:	2021-05-04
SCALE:	SCALE
DRAWN BY:	JM
PROJECT NUMBER:	CWU20001.0
SHEET:	DD1B
REV:	



1-28-22
NOT FOR CONSTRUCTION

ON-SITE QTY.	SYMBOL	SCIENTIFIC NAME (WATER USE) COMMON NAME	SIZE	INSTALLED SIZE MATURE SIZE
TREES				
3		CHILOPSIS LINEARIS (RW) DESERT WILLOW 'BUBBA'	24" BOX MS	8' MIN HT. 25' HT X 25' SPR.
3		CELTIS RETICULATA (M) NETLEAF HACKBERRY	2' CAL. B&B	12' MIN HT. 25' HT X 25' SPR.
3		FORESTIERA NEOMEXICANA (RW) NEW MEXICO OLIVE	15 GAL MS	6' MIN HT. 15' HT X 15' SPR.
8		JUNIPERUS SCOP. 'SKYROCKET' (M) SKYROCKET JUNIPER	15 GAL	6' MIN HT. 12' HT X 6' SPR.
SHRUBS/GROUNDCOVERS				
32		CALAMAGROSTIS A. 'KARL FOERSTER' (RW) KARL FOERSTER FEATHER REED GRASS	5-GAL.	3' HT. X 3' SPR.
5		DASYLIRION WHEELERI (L) BLUE SOTOL	5-GAL.	3' HT. X 3' SPR.
1		OPUNTIA ENGELMANNII (RW) ENGELMANN'S PRICKLY PEAR	5-GAL.	3' HT. X 6' SPR.
8		FALLUGIA PARADOXA (RW) APACHE PLUME	5-GAL.	4' HT. X 4' SPR.
21		JUNIPERUS HORIZONTALIS (L+) BAR HARBOR JUNIPER	5-GAL.	9' HT. X 6' SPR.
13		PENSTEMON STRICTUS (L+) ROCKY MOUNTAIN PENSTEMON	5-GAL.	2' HT. X 2' SPR.
6		PENSTEMON PINIFOLIUS (L+) PINELEAF PENSTEMON	5-GAL.	2' HT. X 2' SPR.
4		PINUS MUGO MUGO (M) MUGO PINE	5-GAL.	8' HT. X 8' SPR.
10		RHAMPHOLEPIS INDICA 'PINKIE' (M) INDIAN HAWTHORN	5-GAL.	3' HT. X 4' SPR.
5		RHUS TRILOBATA 'AUTUMN AMBER' (RW) CREEPING THREE LEAF SUMAC	5-GAL.	18' HT. X 7' SPR.
6		SPIREA BUMALDA (M) ANTHONY WATERER	5-GAL.	3' HT. X 4' SPR.
LANDSCAPE BOULDERS AND GRAVEL MULCH				
12		MOSS ROCK BOULDERS (MIN. 27CF)		
1,777 SF		1" MOUNTAINAIR BROWN ROCK MULCH (3" DEPTH OVER FILTER FABRIC, DEWITT PRO-5 WEED CONTROL, OR EQUAL)		
1,861 SF		2'-4" COYOTE MIST COBBLE MULCH (6" DEPTH OVER FILTER FABRIC, DEWITT PRO-5 WEED CONTROL, OR EQUAL)		

GENERAL LANDSCAPE NOTES

IRRIGATION
IRRIGATION SYSTEM STANDARDS OUTLINED IN THE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE SHALL BE STRICTLY ADHERED TO. A FULLY AUTOMATED IRRIGATION SYSTEM WILL BE USED TO IRRIGATE TREE, SHRUB AND GROUNDCOVER PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO ISOLATE PLANT MATERIAL ACCORDING TO SOLAR EXPOSURE AND WILL BE SET UP BY PLANT ZONES ACCORDING TO WATER REQUIREMENTS. THE TREES WILL BE PROVIDED WITH (6) 2 GPH EMITTERS, WITH THE ABILITY TO BE EXPANDED TO ACCOMMODATE THE GROWTH OF THE TREE. SHRUBS AND GROUNDCOVERS WILL BE PROVIDED WITH (2) 1 GPH EMITTERS. TREES, SHRUBS AND GROUNDCOVERS WILL BE GROUPED ON THE SAME VALVE.

RESPONSIBILITY OF MAINTENANCE
MAINTENANCE OF ALL PLANTING AND IRRIGATION, INCLUDING THOSE WITHIN THE PUBLIC R.O.W., SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

METHOD FOR COMPLYING WITH WATER CONSERVATION ORDINANCE
THE PLANT PALETTE IS PREDOMINANTLY COMPRISED OF PLANTS WITH LOW TO MEDIUM WATER USE REQUIREMENTS, THEREBY MINIMIZING IRRIGATION NEEDS WHILE ENSURING THE VIABILITY OF THE PLANTS.

PNM COORDINATION
COORDINATION WITH PNM'S NEW SERVICE DELIVERY DEPARTMENT IS NECESSARY REGARDING PROPOSED TREE LOCATION AND HEIGHT, SIGN LOCATION AND HEIGHT, AND LIGHTING HEIGHT IN ORDER TO ENSURE SUFFICIENT SAFETY CLEARANCES. SCREENING WILL BE DESIGNED TO ALLOW FOR ACCESS TO ELECTRIC UTILITIES. IT IS NECESSARY TO PROVIDE ADEQUATE CLEARANCE OF TEN FEET IN FRONT AND AT LEAST 5 FEET ON THE REMAINING THREE SIDES SURROUNDING ALL GROUND-MOUNTED EQUIPMENT FOR SAFE OPERATION, MAINTENANCE AND REPAIR PURPOSES.

CLEAR SIGHT DISTANCE:
LANDSCAPING AND SIGNAGE 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 ACCEPTABLE IN THE AREA.

LANDSCAPE AREA COVERAGE

TOTAL SITE AREA (79 AC):	34,412 SF
BUILDING AREA:	-3,960 SF
NET AREA:	30,452 SF

REQUIRED LANDSCAPE AREA (15% OF NET AREA): 4,568 SF
PROVIDED LANDSCAPE AREA: 3,887 SF (14%)

LANDSCAPE LIVE VEGETATIVE COVERAGE
LANDSCAPE COVERAGE REQUIREMENTS SPECIFY TREE CANOPIES AND GROUND-LEVEL PLANTS SHALL COVER A MINIMUM OF 75%. A MINIMUM OF 25% SHALL BE PROVIDED AS GROUND-LEVEL PLANTS (SHRUBS, GRASSES, ETC.) OF THE REQUIRED VEGETATIVE COVERAGE.

REQUIRED LIVE VEGETATIVE MATERIAL COVERAGE: 2,915 SF
PROVIDED LIVE VEGETATIVE MATERIAL COVERAGE: 5,207 SF (178%)

REQUIRED GROUND-LEVEL PLANT COVERAGE: 729 SF
PROVIDED GROUND-LEVEL PLANT COVERAGE: 1,506 SF (206%)

LANDSCAPE TURF
NO MORE THAN 10% OF REQUIRED LANDSCAPE AREAS SHALL BE COOL SEASON GRASS SPECIES.

NO COOL SEASON GRASS IS PROVIDED ON THIS SITE

PARKING LOT AREA
AT LEAST 10% OF THE PARKING LOT AREA OF LOTS CONTAINING 50 OR FEWER SPACES, AND AT LEAST 15% OF THE PARKING LOT AREA OF LOTS CONTAINING 50 OR MORE SPACES, SHALL BE LANDSCAPED.

THE PROJECT IS PROVIDING 14 PARKING SPACES.

TOTAL PARKING LOT AREA:	13,473 SF
REQUIRED LANDSCAPE AREA:	1,347 SF
PROVIDED LANDSCAPE AREA: (INCLUDING EXISTING ISLANDS)	1,808 SF (13%)

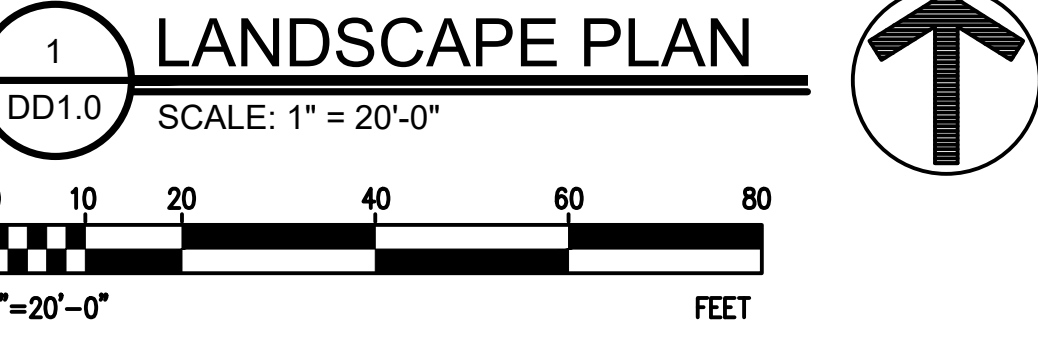
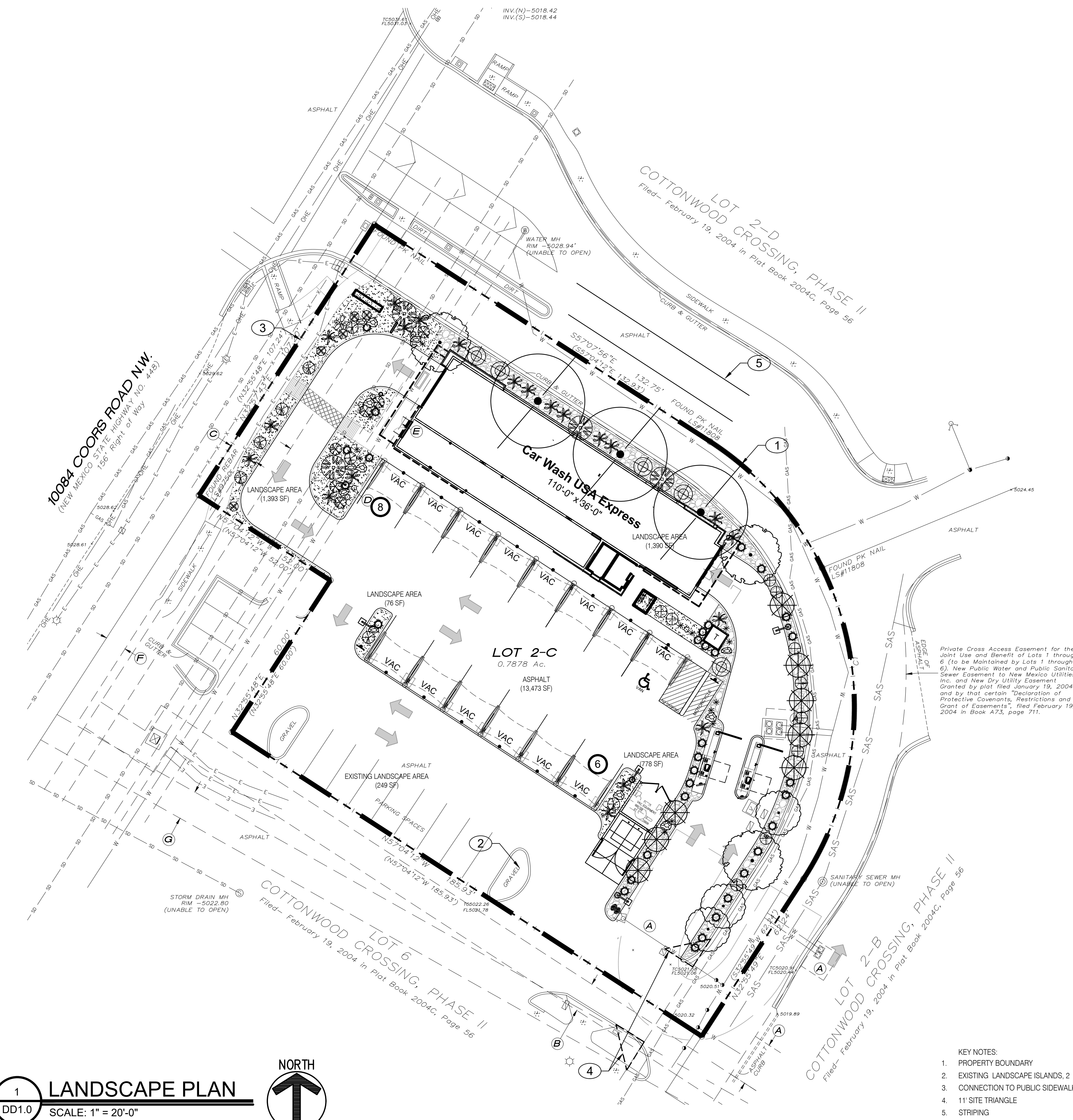
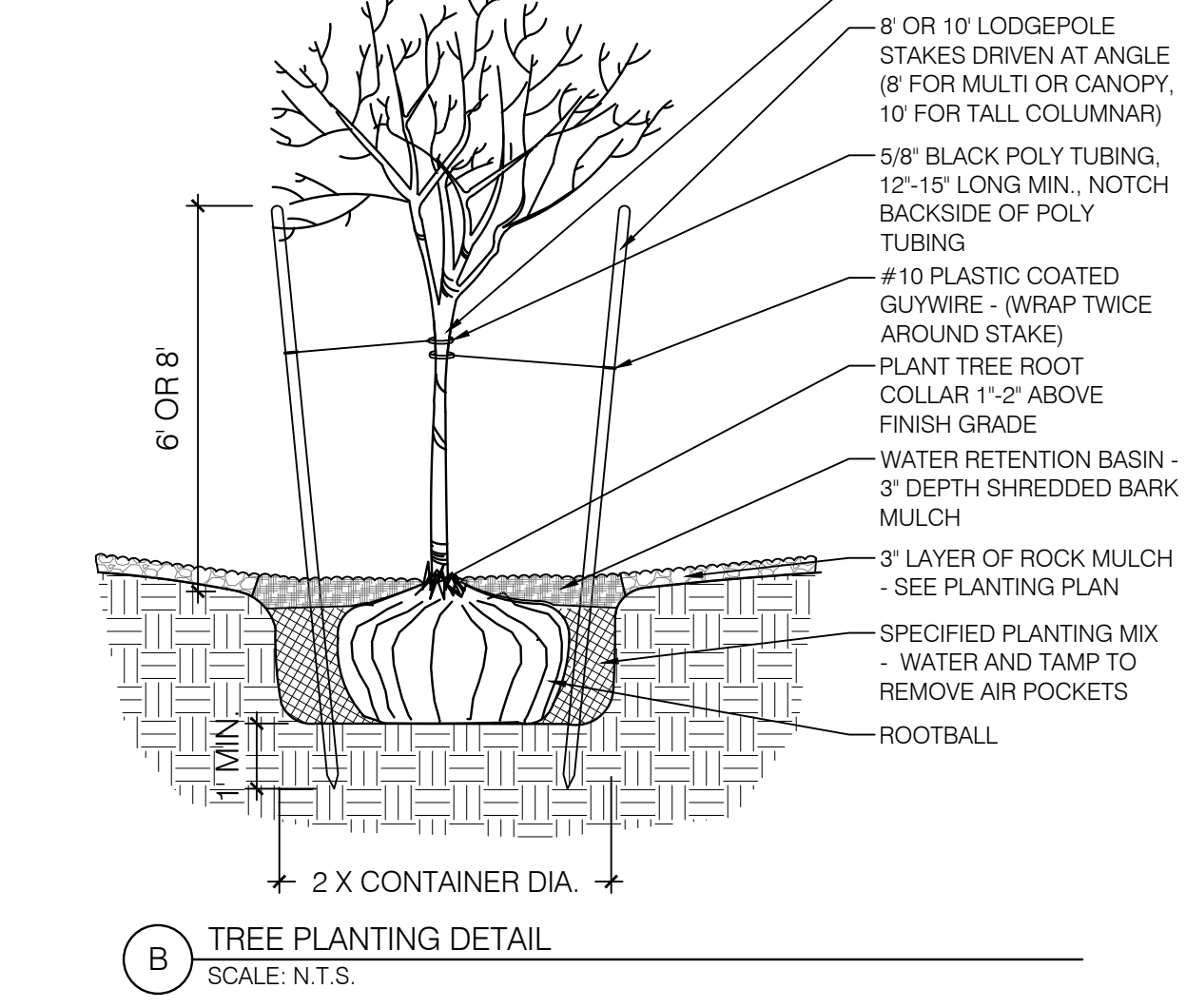
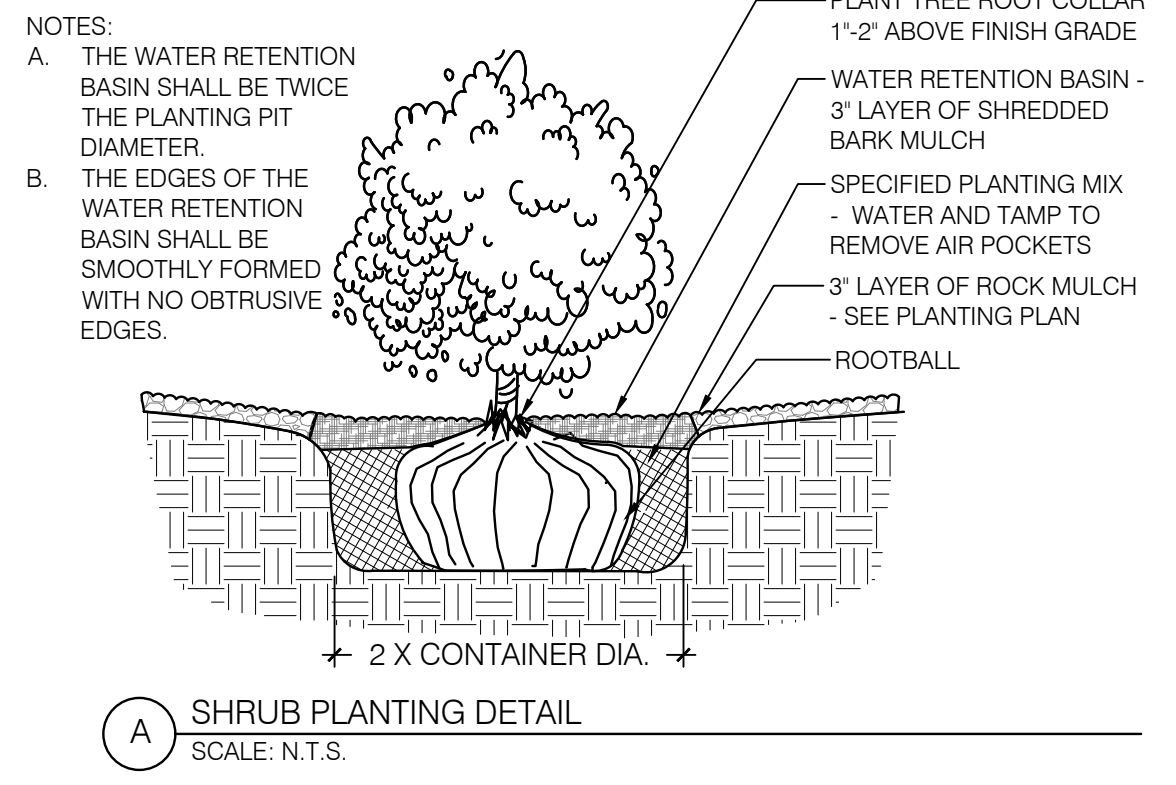
PARKING LOT TREES
PARKING LOT TREE REQUIREMENTS ARE BASED UPON 1 TREE PER 10 SPACES.

THE PROJECT IS PROVIDING 14 PARKING SPACES.
PARKING LOT TREES REQUIRED: 1
PARKING LOT TREES PROVIDED: 1

GENERAL LANDSCAPE NOTES

- PRIOR TO BEGINNING WORK ON THE PROJECT, THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT IN THE FIELD WITH THE OWNER'S REPRESENTATIVE. IF DISCREPANCIES OCCUR BETWEEN THE DRAWINGS AND THE SITE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FOR CLARIFICATION PRIOR TO PROCEEDING ON THAT PORTION OF WORK.
- ALL PLANTING AREAS ARE TO HAVE WEEDS AND COMPETITIVE VEGETATION REMOVED PRIOR TO PREPARATION FOR PLANTING.
- PLANT QUANTITIES ARE PROVIDED FOR CONTRACTORS CONVENIENCE ONLY. PLANS SHALL TAKE PRECEDENCE.
- THE OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT MATERIAL PRIOR TO PLANTING. IN ADDITION, THE OWNER REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIAL DEEMED UNACCEPTABLE. THE OWNER'S REPRESENTATIVE IS TO APPROVE ANY AND ALL SUBSTITUTIONS.
- IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF PLANTING OPERATIONS.
- MAINTENANCE OF ALL PLANTING, INCLUDING THOSE WITHIN THE PUBLIC R.O.W. SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY VEGETATION THAT DIES SHALL BE REPLACED BY THE PROPERTY OWNER.

- NOTES:
- THE WATER RETENTION BASIN SHALL BE TWICE THE PLANTING PIT DIAMETER.
 - THE EDGES OF THE WATER RETENTION BASIN SHALL BE SMOOTHLY FORMED WITH NO OBTRUSIVE EDGES.
 - REMOVE ROPE AND BURLAP AFTER PLANTING.



- KEY NOTES:
- PROPERTY BOUNDARY
 - EXISTING LANDSCAPE ISLANDS
 - CONNECTION TO PUBLIC SIDEWALK
 - 11' SITE TRIANGLE
 - STRIPING

EASEMENT NOTES

- A Existing Water Line Easement granted to New Mexico Utilities, Inc. by plat filed February 19, 2004 in Plat Book 2004C, page 56. Easement to be 10' wide unless otherwise indicated.
- B New 10' Underground Public Utility Easement July 1, 2004 in Plat Book 2004C, Page 201
- C 10' City of Albuquerque Sidewalk Easement filed July 1, 2004, in Book 2004C, Page 201.
- D 20' Sanitary Sewer Easement to New Mexico Utilities, Inc. filed September 21, 1981, Book Misc. 880, page 1, to remain.
- E 10' Easement to New Mexico Utilities, filed April 24, 1998, in Book BCR 9808, Page 8481.
- F Easement to PNM & US West, filed June 20, 1995, in Book BCR 95-14, page 6608.
- G 10' Public Overhead Utility Easement filed July 1, 2004, in Book 2004C, Page 201.

GRADING NOTES

1. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING DRY AND WET UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY ISSUES. UTILITY RELOCATION MAY BE REQUIRED.
2. PARKING LOT STRIPING HAS BEEN SCREENED BACK FOR VISUAL CLARITY
3. GRADES SHOWN ARE FINAL SURFACE GRADES AFTER COMPLETION OF SURFACE IMPROVEMENTS.
4. GRADE AREAS AT SITE PERIMETER TO MATCH GRADES OF ADJACENT PARCELS.
5. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF PROPERLY IN ACCORDANCE WITH APPLICABLE REGULATIONS.
6. PROVIDE TEMPORARY GRADING FEATURES SUCH AS BERMS, SWALES, SUMPS AND BASINS TO MANAGE INTERIM STORM WATER RUNOFF DURING CONSTRUCTION PROCESS. STORM WATER RUNOFF LEAVING THE SITE SHALL MEET ALL FEDERAL, STATE AND LOCAL QUALITY REQUIREMENTS.
7. ALL DISTURBED AREAS TO BE RE-SEEDED PER LANDSCAPE PLAN PROVIDED BY OTHERS.
8. ALL AREAS WITH SLOPES GREATER THAN 3:1 SHALL BE LANDSCAPED WITH 3/4" MINUS ALL FACED FRACTURED GRAVEL AND SEPARATION FABRIC.

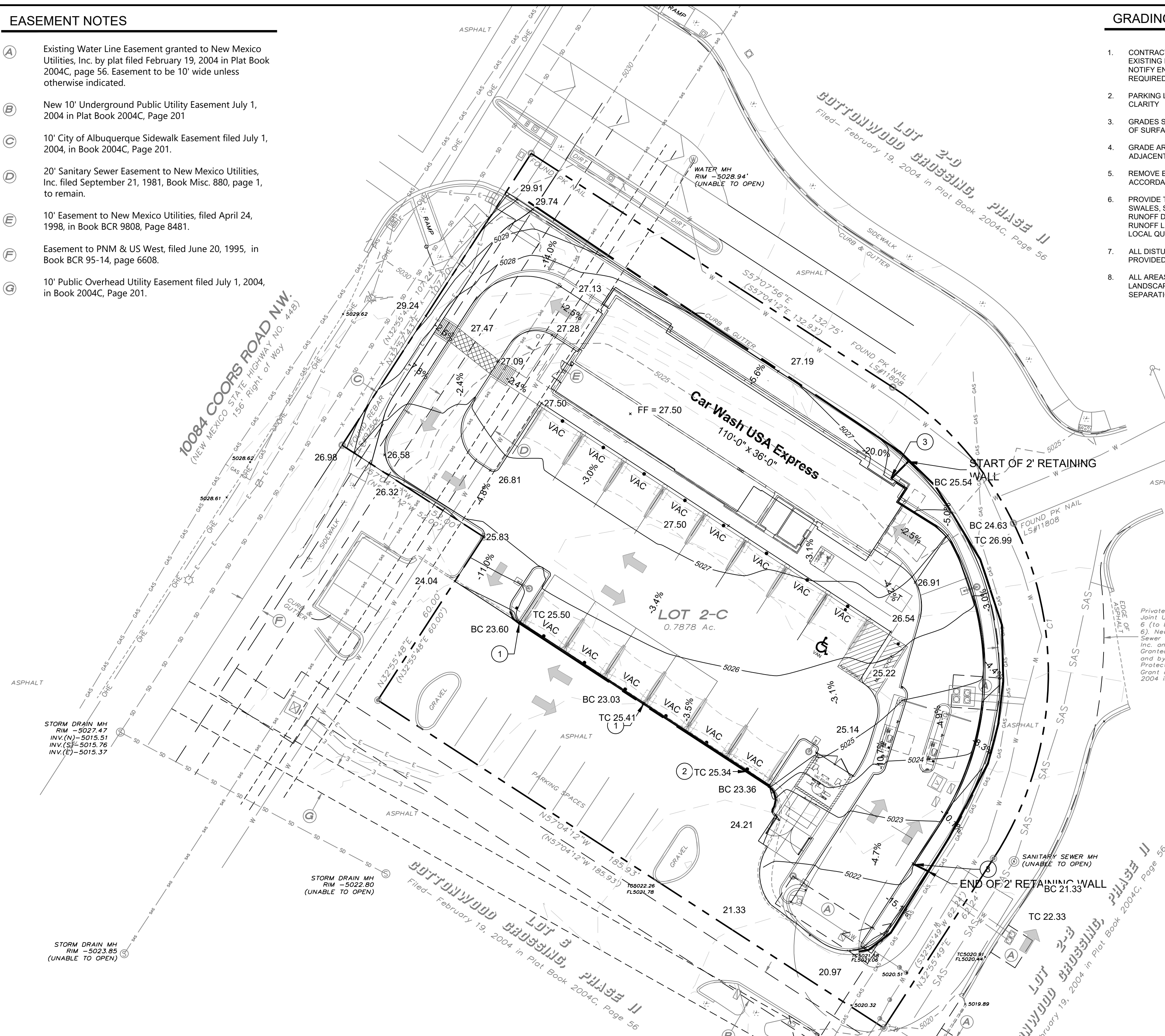


SYMBOL LEGEND

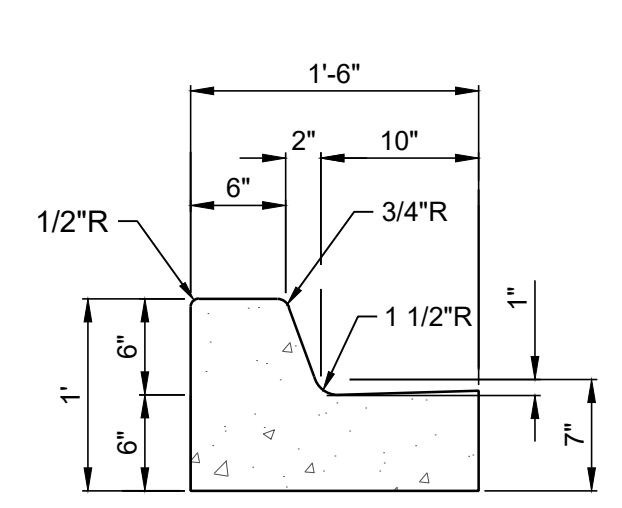
	7290	PROPOSED MAJOR CONTOUR
	7291	PROPOSED MINOR CONTOUR
	7290	EXISTING MAJOR CONTOUR
	7291	EXISTING MINOR CONTOUR
	1.0%	PROPOSED SLOPE ARROW
		PROPERTY LINE
		RETAINING WALL

SPOT ELEVATION SYMBOLS

1. ALL SPOT ELEVATIONS ARE AT FLOWLINE UNLESS OTHERWISE NOTED IN THE PLANS.
- 90.25 FLOWLINE ELEVATION
 - 90.25 TOP OF CURB ELEVATION
 - 90.25 BOTTOM OF CURB ELEVATION
 - 90.25 FINISHED FLOOR ELEVATION

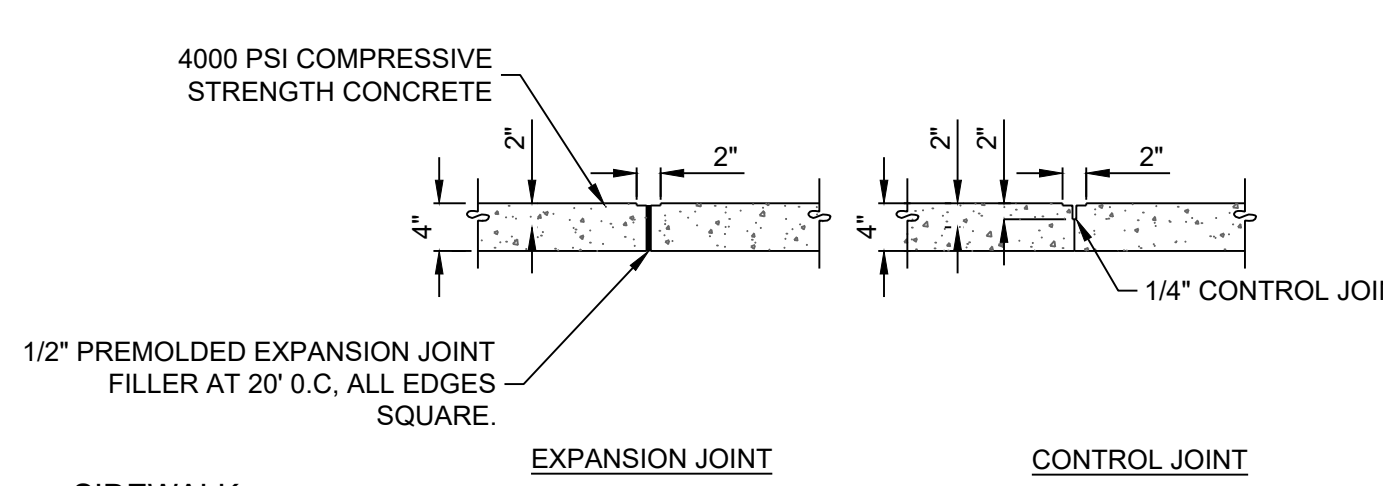
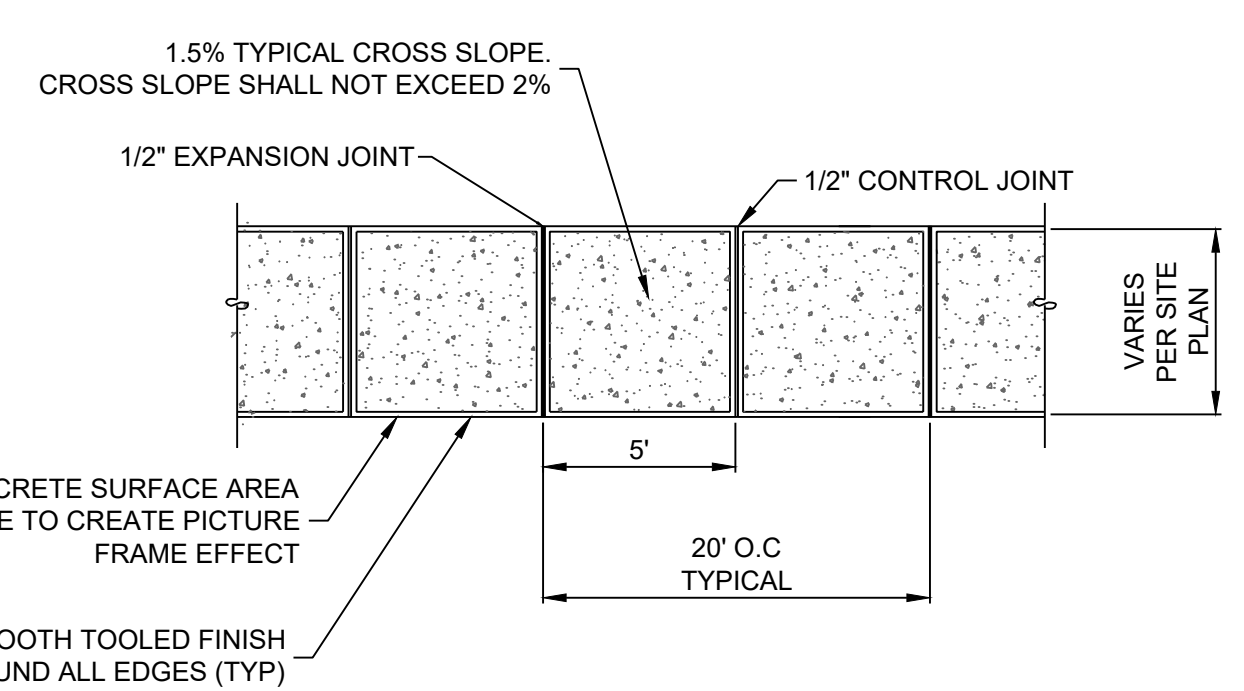


Private Cross Access Easement for the Joint Use and Benefit of Lots 1 through 6 (to be Maintained by Lots 1 through 6), New Public Water and Public Sanitary Sewer Easement to New Mexico Utilities, Inc. and New Dry Utility Easement Granted by plat filed January 19, 2004 and by that certain "Declaration of Protective Covenants, Restrictions and Grant of Easements", filed February 19, 2004 in Book A73, page 711.

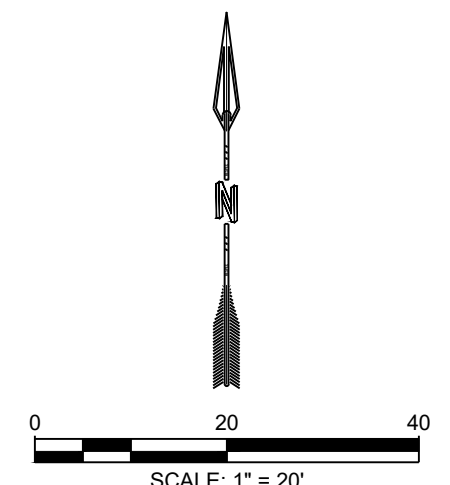


ON-SITE STANDARD CURB AND GUTTER
Scale: NTS

- GENERAL NOTES:**
1. CURBS & GUTTERS TO BE CONSTRUCTED OF P.C.C FOR STANDARD C & G. PROVIDE CONTRACTION JTS. 6' O.C. MAX. ALSO PROVIDE 1/2" EXP. JTS. 48" O.C. MAX. AT CURB RETURNS & AT EACH SIDE OF DRIVEWAY & ADJACENT TO WALLS & BUILDINGS
 2. EDGES NOT SPECIFIED DIMENSIONED SHALL BE EDGED WITH A 3/8" EDGING TOOL.
 3. STD. C & G. SHALL BE USED FOR NEW CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE ENGINEER.
 4. REMOVE & REPLACE 12" WIDE STRIP OF PAVEMENT BEYOND LIP OF GUTTER WHEN CONSTRUCTING STD. C & G. ADJACENT TO EXIST. A.C. PAVEMENT.
 5. STD. C & G. ADJACENT TO EXIST. A.C. PAVEMENT. STD. C & G. REQUIRE FULL FORM ON ALL FACES EXCEPT WITH PRIOR APPROVAL OF ENGINEER.



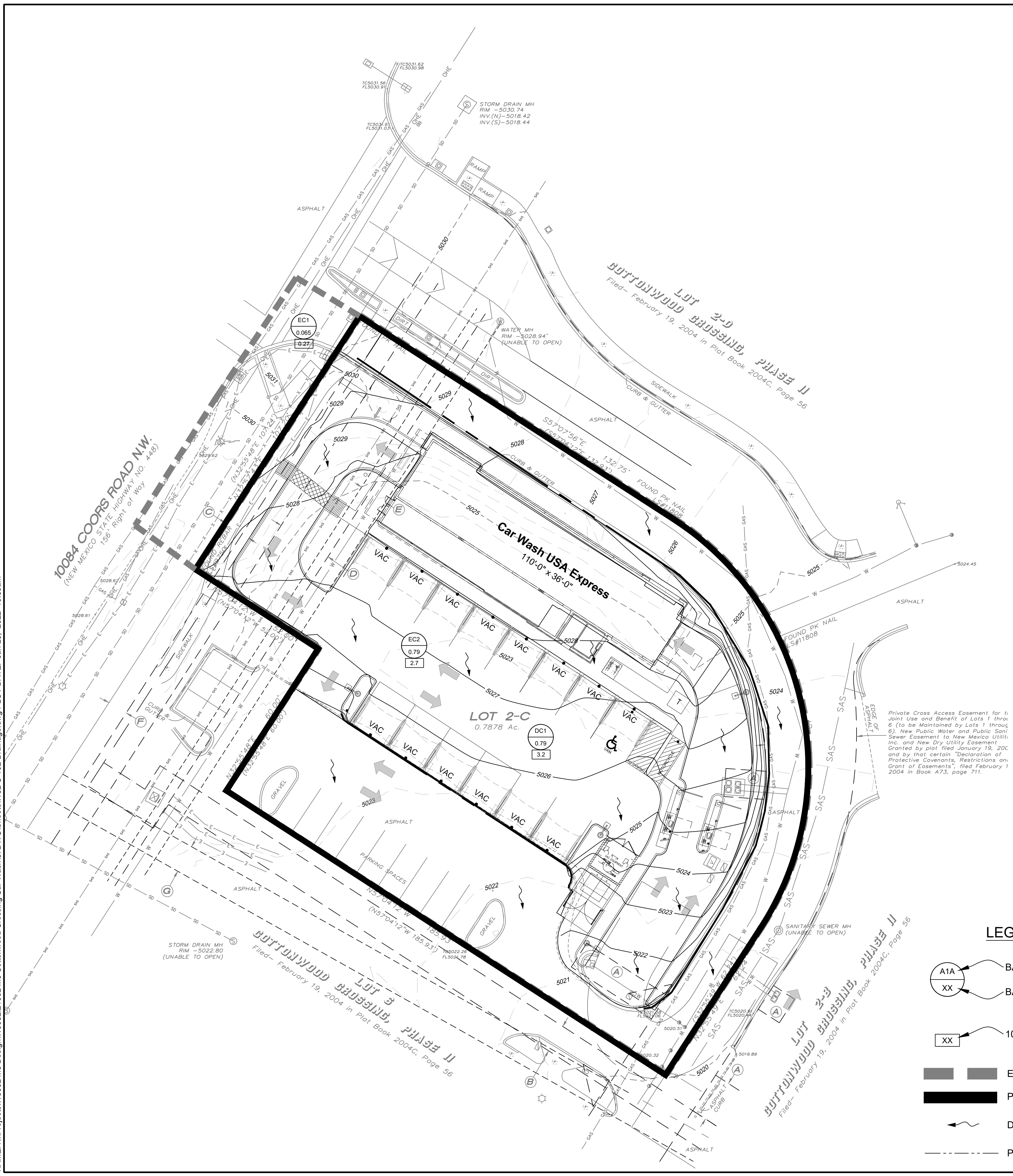
SIDEWALK
Scale: NTS



<p>DESIGNED HF DRAWN AR CHECKED JL DATE 1.28.2022</p> <p>RESPEC COMMUNITY DESIGN SOLUTIONS 6971 JEFFERSON STREET SUITE 101 ALBUQUERQUE, NM 87113 WWW.RESPREC.COM PHONE (505)253-9718</p>	<p>REVISION</p> <table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>										
<p>STAMP</p> <p>THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED</p> <p>PROJ. #: W0032.31002</p>											
<p>PROJECT NAME:</p> <p>COTTONWOOD CROSSING CAR WASH</p>											
<p>SHEET TITLE:</p> <p>GRADING</p>											
<p>SUBMITTED FOR:</p> <p>BUILDING PERMIT</p>											
<p>SHEET NUMBER:</p> <p>C-101</p>											

NAME: N:\Projects\W0032.31002.M3 Design\W0032.21002.M3 Cottonwood Crossing Car Wash\3_DWG\Sheets\W32 C-101 Grading.dwg | PLOT DATE: Jan 28, 2022 10:55am

NAME: N:\Projects\W0032 M3 Design\W0032 21002 M3 Cottonwood Crossing Car Wash3_DWG\Sheets\W32 C-102 Drainage.dwg PLOT DATE: Jan 28, 2022 10:58am



BACKGROUND

10084 COORS BLVD NORTHWEST IS APPROXIMATELY 0.788 ACRES IN THE CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO. THIS LOCATION IS AT THE SOUTHEAST CORNER OF COORS BLVD AND SEVEN BAR LOOP ROAD NORTHWEST. THE INTENT FOR THIS PROPERTY IS TO BE USED AS A CAR WASH. THERE IS NO DESIGNATED 100-YR FLOOD ZONE SHOWN ON THE SITE.

METHODOLOGY

HYDROLOGY CALCULATIONS FOR THE SITE ARE PERFORMED IN ACCORDANCE WITH THE ALBUQUERQUE DEVELOPMENT PROCESS MANUAL (DPM) SECTION 6-2 USING THE PROCEDURE FOR 40 ACRE AND SMALLER BASINS TO CALCULATE PEAK FLOW RATES FOR THE 100-YEAR, 24-HOUR STORM TO ENSURE ALL FLOW PATHS ARE SUFFICIENT TO CARRY FLOWS. WATER QUALITY IS ACCOUNTED FOR THROUGH THE PAYMENT-IN-LIEU OPTION PER SECTION 6-2(C)(1) IN THE DPM. ALL HYDROLOGIC AND HYDRAULIC CALCULATIONS CAN BE FOUND ON THIS SHEET.

EXISTING CONDITIONS

THE EXISTING SITE IS PARTIALLY UNDEVELOPED WITH LOW VEGETATIVE COVER AND SEVERAL DISTURBED AREAS. THE SOUTH AREA OF THE SITE IS PAVED AND IN USE FOR PARKING. THE SITE, IN GENERAL, SLOPES FROM THE NORTH/NORTHWEST TO THE SOUTHEAST CORNER TOWARD AT APPROXIMATELY 1.5-3%. STORM WATER RUNOFF GENERATED IN THE EXISTING AREA FLOW GENERALLY TO THE SOUTHEAST, WITH EVENTUAL DISCHARGE INTO THE DRAINAGE POND INSTALLED IN THE "COTTONWOOD CROSSING PHASE II". THE SITE HAS BEEN DIVIDED INTO BASIN EC1 FOR ROW FLOWS AND EC2 FOR SITE FLOWS.

SUB-BASIN EC1 IS 0.788 ACRES AND SUB-BASIN EC2 IS 0.065 ACRES. THE EXISTING FLOW FOR EC2 IS 2.7 CFS. THE RUNOFF FREE DISCHARGES AT THE SOUTHEAST CORNER OF THE SITE TO THE POND LOCATED SOUTHEAST OF THE SITE VIA EXISTING SURFACE FLOWS.

DEVELOPED CONDITIONS

THE DRAINAGE INTENTION OF THE DEVELOPED CONDITIONS IS TO MATCH THE EXISTING DRAINAGE PATTERN WITH FREE DISCHARGE. USING THE COTTONWOOD CROSSING PHASE II DRAINAGE REPORT AS REFERENCE, THERE IS ALLOWED FREE DISCHARGE TO THE DOWNSTREAM POND. THE NEW CAR WASH WILL BE CONSTRUCTED, PRESERVING THE EXISTING PARKING LOT ON THE SITE. DEVELOPED FLOWS INCREASE FROM 2.7 TO 3.2 CFS.

SUB-BASIN DC1 IS 0.788 ACRES AND GENERATES 3.2 CFS WHICH IS CONVEYED TO THE SOUTHEAST CORNER OF THE SITE VIA SHEET FLOW. CALCULATIONS FOR THE DEVELOPED CONDITIONS ARE SHOWN BELOW.

Hydrology Calculations

The following calculations are based on Albuquerque's Development Process Manual, Section 6-2(A), using the 100-year, 24-hour design storm

Runoff Rate:

Treatment Type Areas

Subbasin	Area _a (ac)	Area _b (ac)	Area _c (ac)	Area _d (ac)	Total (ac)
EC1	0.00	0.00	0.00	0.07	0.07
EC2	0.00	0.00	0.47	0.32	0.79
DC1	0.00	0.00	0.07	0.72	0.79

Peak Discharge values based on Zone 1, Table 6.2.14

$Q_A = 1.54 \text{ cfs/ac}$ $Q_B = 2.16 \text{ cfs/ac}$ $Q_C = 2.87 \text{ cfs/ac}$ $Q_D = 4.12 \text{ cfs/ac}$

Peak Discharge calculation for a 100-yr, 24-hr storm event from equation 6.6

Subbasin	Discharge (cfs)
EC1	0.3
EC2	2.7
DC1	3.2

Subbasin	Volume (cu. ft.)
EC1	N/A
DC1	678

STORMWATER QUALITY CALCULATIONS

IMPERVIOUS AREA = 0.72 ACRES X 0.42" DEPTH = 1098 CF

PAYMENT IN LIEU = \$8/CF X 1098 = \$8784

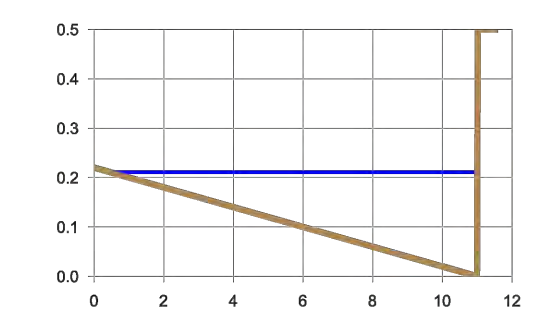
EASEMENT NOTES

- A Existing Water Line Easement granted to New Mexico Utilities, Inc. by plat filed February 19, 2004 in Plat Book 2004C, page 56. Easement to be 10' wide unless otherwise indicated.
- B New 10' Underground Public Utility Easement July 1, 2004 in Plat Book 2004C, Page 201
- C 10' City of Albuquerque Sidewalk Easement filed July 1, 2004, in Book 2004C, Page 201.
- D 20' Sanitary Sewer Easement to New Mexico Utilities, Inc. filed September 21, 1981, Book Misc. 880, page 1, to remain.
- E 10' Easement to New Mexico Utilities, filed April 24, 1998, in Book BCR 9808, Page 8481.
- F Easement to PNM & US West, filed June 20, 1995, in Book BCR 95-14, page 6608.
- G 10' Public Overhead Utility Easement filed July 1, 2004, in Book 2004C, Page 201.

Manning Formula: FLOWS ALONG C&G

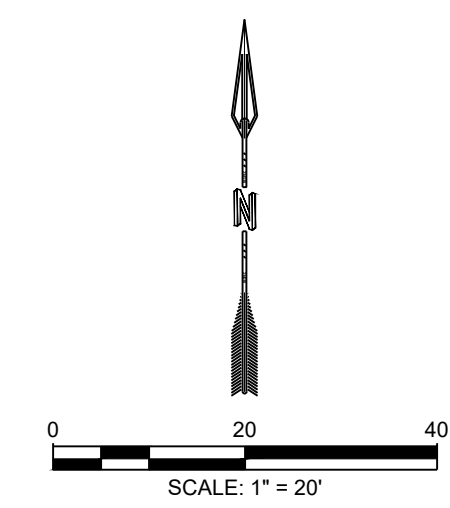
Irregular Section Input											
Flow	3.2 cfs										
Slope	0.02 ft/ft										
Sta	Elev	n	Flow	Elev	n	Flow	Elev	n	Flow	Elev	n
1+52	0.22	0.017	10	0.02	0.017	11	0	0.013	11.02	0.5	0.013
0	0.22	0.017	0	0.22	0.017	0	0.22	0.017	0	0.22	0.017

Output											
WSElev	0.211 ft										
Flow Area	1.11 sf										
Velocity	2.88 fps										
Velocity Head	0.123 ft										
Top Width	10.5 ft										
Froude Number	1.56										
Critical WSElev	0.248 ft										
Critical Slope	ft/ft										

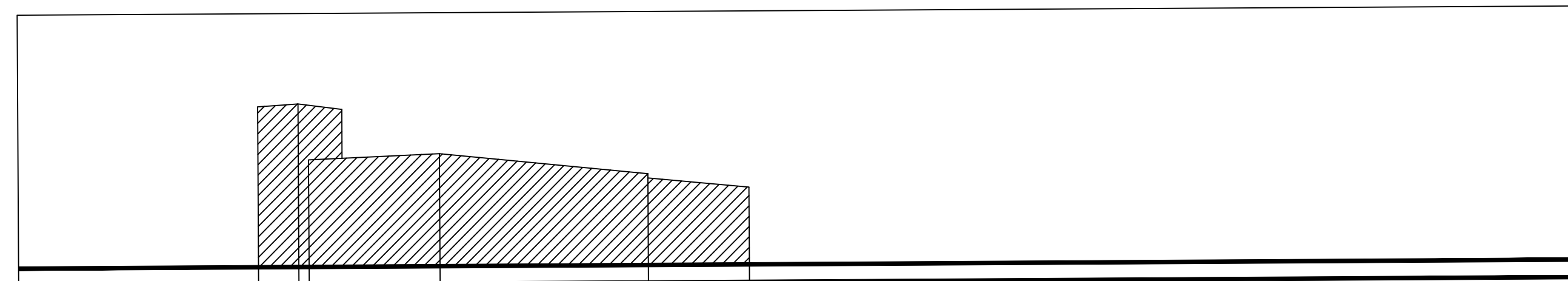
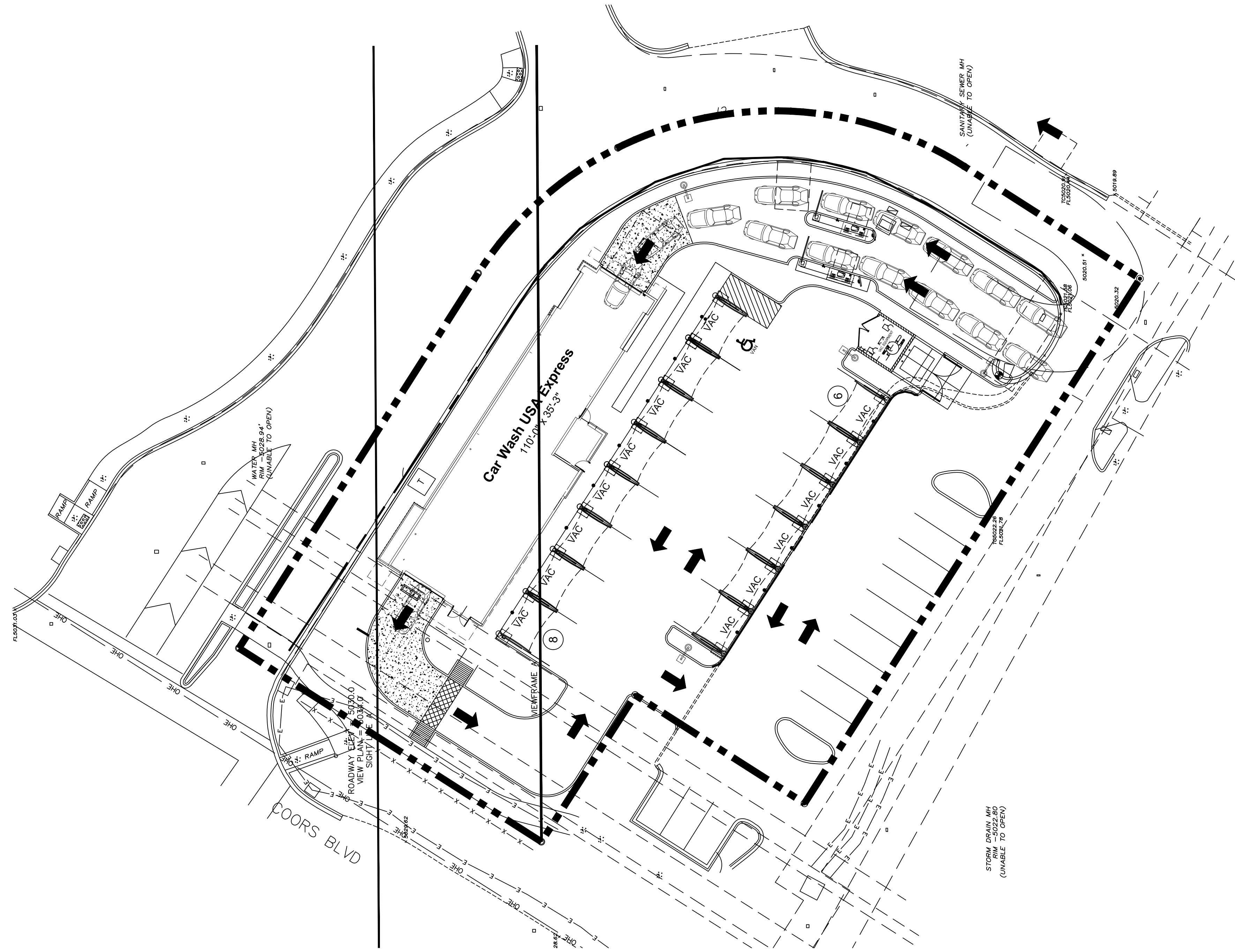


LEGEND

- A1A BASIN DESIGNATION
- XX BASIN AREA, ACRES
- XX 100 YEAR STORM, CFS
- EXISTING SUB-BASIN BOUNDARY
- PROPOSED SUB-BASIN BOUNDARY
- DIRECTION OF DRAINAGE FLOW
- PROPERTY LINE

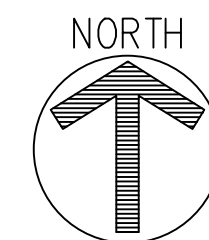


DESIGNED HF DRAWN AR CHECKED JL DATE 1.28.2022	RESPEC COMMUNITY DESIGN SOLUTIONS 6971 JEFFERSON STREET SUITE 101 ALBUQUERQUE, NM 87113 WWW.RESPEC.COM PHONE (505)253-9718	REVISION _____ _____ _____
STAMP THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED.		
PROJECT NAME: COTTONWOOD CROSSING CAR WASH		
SHEET TITLE: DRAINAGE		
SUBMITTED FOR: BUILDING PERMIT		
SHEET NUMBER: C-102		



BOTTOM OF VIEW FRAME A 5030.0 @ COORS ROW
 VIEW FRAME AREA 12,540SF
 BLOCKED AREA: 1,589SF

1 VIEW ANALYSIS
 DD1.0 SCALE: 1" = 20'-0"



PROJECT DATA

PROJECT NAME: TAKE 5 CAR WASH FACILITY
 10084 COORS BLVD NW
 ALBUQUERQUE, NEW MEXICO
 EXISTING USE: VACANT
 PROPOSED USE: EXPRESS CAR WASH
 OWNER: JB HOLDING LLC
 10416 MORNING STAR DR NE
 ALBUQUERQUE, NM 87111-7539
 DEVELOPER: DRIVEN BRANDS
 440 S. CHURCH ST #700
 CHARLOTTE, NC 28202
 CONTACT: LISA WHITE
 (980) 259-0701
 ARCHITECT: M3 DESIGN
 2008 N 7TH AVE
 PHOENIX, ARIZONA 85007
 (480)528-3136
 CONTACT: JESSE MACIAS

2008 NORTH 7th AVENUE
 PHOENIX, ARIZONA 85007

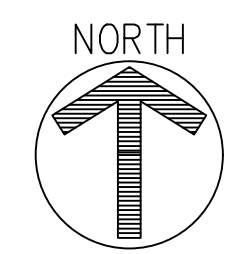


VICINITY MAP



TAKE 5 CAR WASH EXPRESS
 10084 COORS BLVD NW
 ALBUQUERQUE, NM
 VIEW ANALYSIS

DATE: 2021-05-04
 SCALE: SCALE
 DRAWN BY: JM
 PROJECT NUMBER: CWU20001.0
 SHEET:
DD4
 REV:



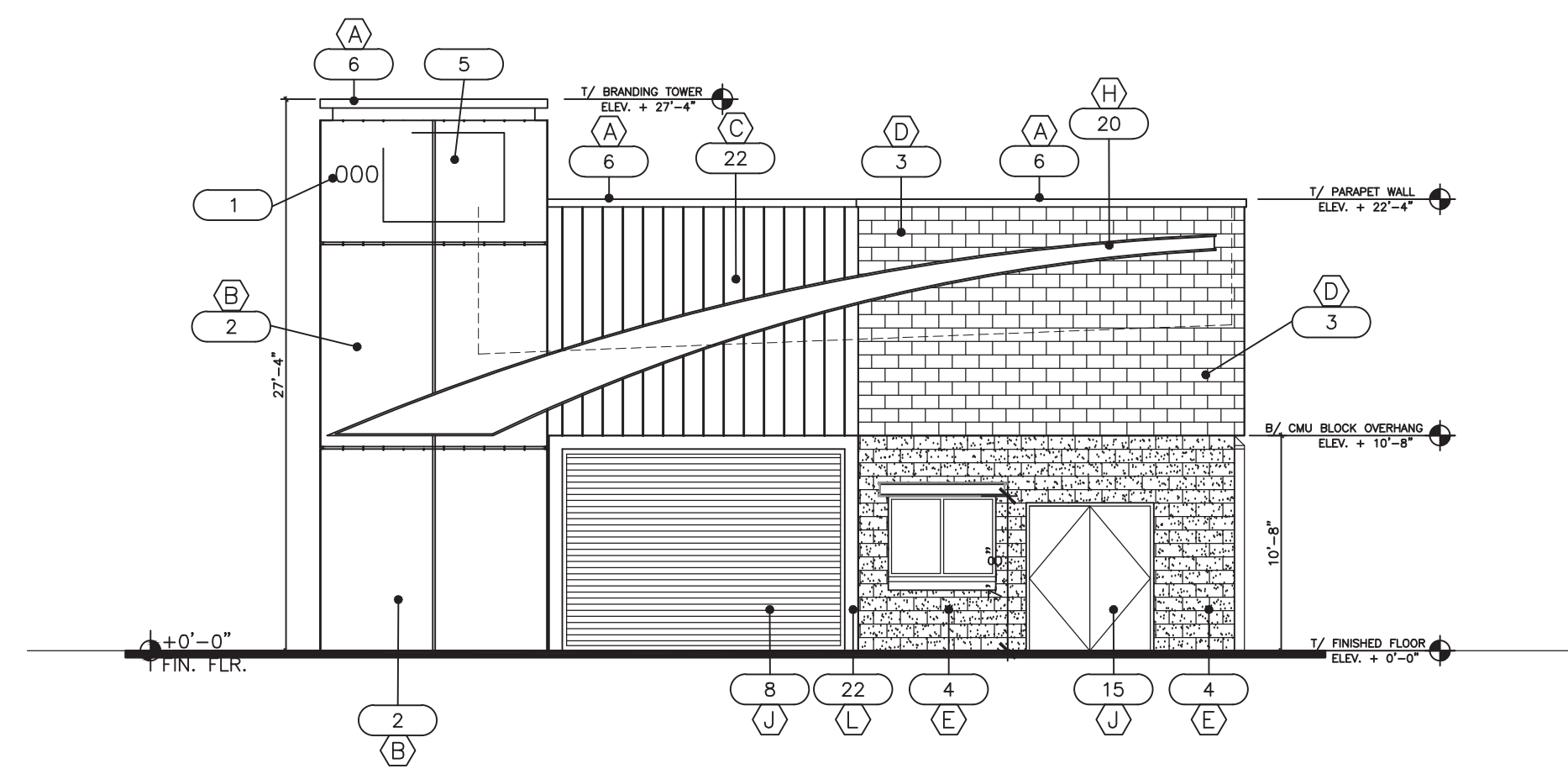


ELEVATION KEY NOTES

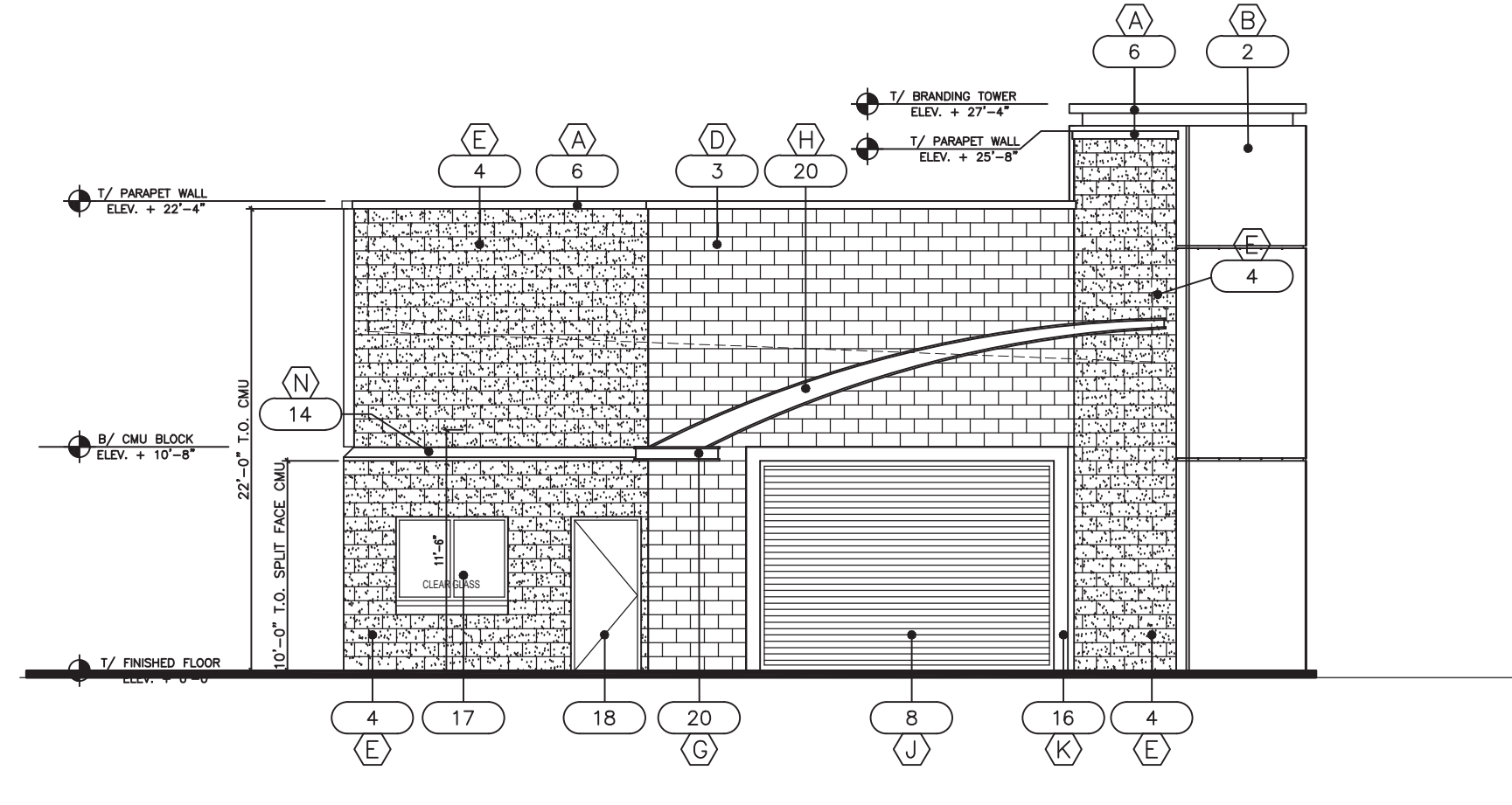
- 1 BUILDING ADDRESS - MIN 6" LETTERS W/CONTRASTING BACKGROUND
- 2 PRE-FINISHED ACM PANELS
- 3 8X8X16 SMOOTH-FACE CMU- PAINTED
- 4 4X8X16 SPLIT-FACE CMU - PAINTED
- 5 SIGNAGE SHOWN FOR REF - UNDER SEPARATE PERMIT
- 6 PRE-FINISHED ALUMINUM COPING W/BAKED ENAMEL FINISH
- 7 SES - PAINTED TO MATCH ADJACENT WALL
- 8 OVERHEAD ROLL UP DOOR PRE-FINISHED
- 9 BUILDING MOUNTED WALL SCENCE
- 10 OVERFLOW DRAIN - PAINTED
- 11 ROOF DRAIN - BRASS SHEEPS TONGUE
- 12 ROOF MTD UNITS - FULLY SCREENED
- 13 6" PIPE BOLLARD - PAINTED
- 14 PRE-CAST CONCRETE
- 15 HM METAL DOOR - PAINTED TO MATCH ADJACENT WALL
- 16 STEEL TUBE FRAME AT OVHD - PAINTED
- 17 ALUMINUM STOREFRONT WITH GLAZING
- 18 ALUMINUM STOREFRONT DOOR
- 19 NOT USED
- 20 PREFABRICATED ILLUMINATED ALUMINUM ACCENT
- 21 PREFABRICATED GRAPHICS PROVIDED BY OWNER INSTALLED BY CONTRACTOR
- 22 VERTICAL METAL PANELS - PRE-FINISHED

MATERIAL AND COLOR LEGEND

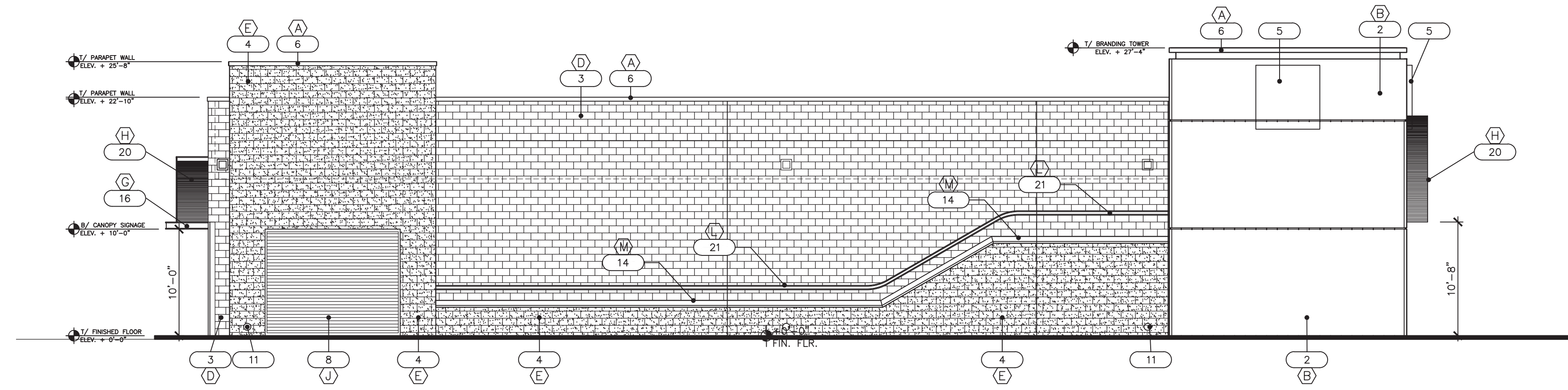
- (A) METAL COPING (PRE-FINISHED) DARK BRONZE
 - (B) PRE-FINISHED ACM PANELS @ TOWER SW#6171 "CHATROOM" (LRV 41%)
 - (C) PRE-FINISHED METAL PANELS 1760 "LIMESTONE"
 - (D) SW#6171 "CHATROOM" (LRV 41%)
 - (E) SW#7018 "DOVETAIL" (LRV 26%)
 - (F) BOLLARDS - "TRAFFIC YELLOW"
 - (G) PRE-FINISHED ILLUMINATED CANOPY-TAKE 5 TEAL
 - (H) PRE-FINISHED ILLUMINATED ALUMINUM EYEBROW ACCENT - TAKE 5 TEAL
 - (I) HM METAL DOORS PRE-FINISHED DARK BRONZE
 - (J) OVERHEAD DOORS PRE-FINISHED DARK BRONZE
 - (K) TUBE STEEL FRAME-DARK BRONZE
 - (L) PRE-FINISHED ILLUMINATED GRAPHIC BOX-POSITIVE RED
 - (M) PRE-CAST - TAKE 5 TEAL
 - (N) PRE-CAST - SW#7018 "DOVETAIL" (LRV 26%)
- NOTE:
GC TO VERIFY ALL COLORS WITH OWNER.



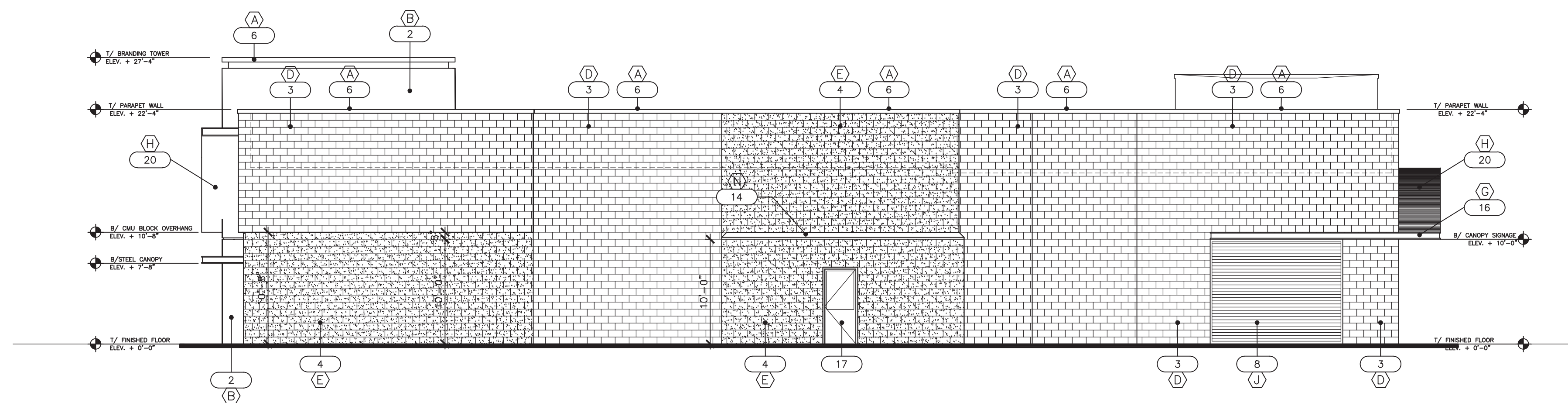
1 SOUTH ELEVATION (CAMELBACK)
SCALE: 1/4" = 1'-0"



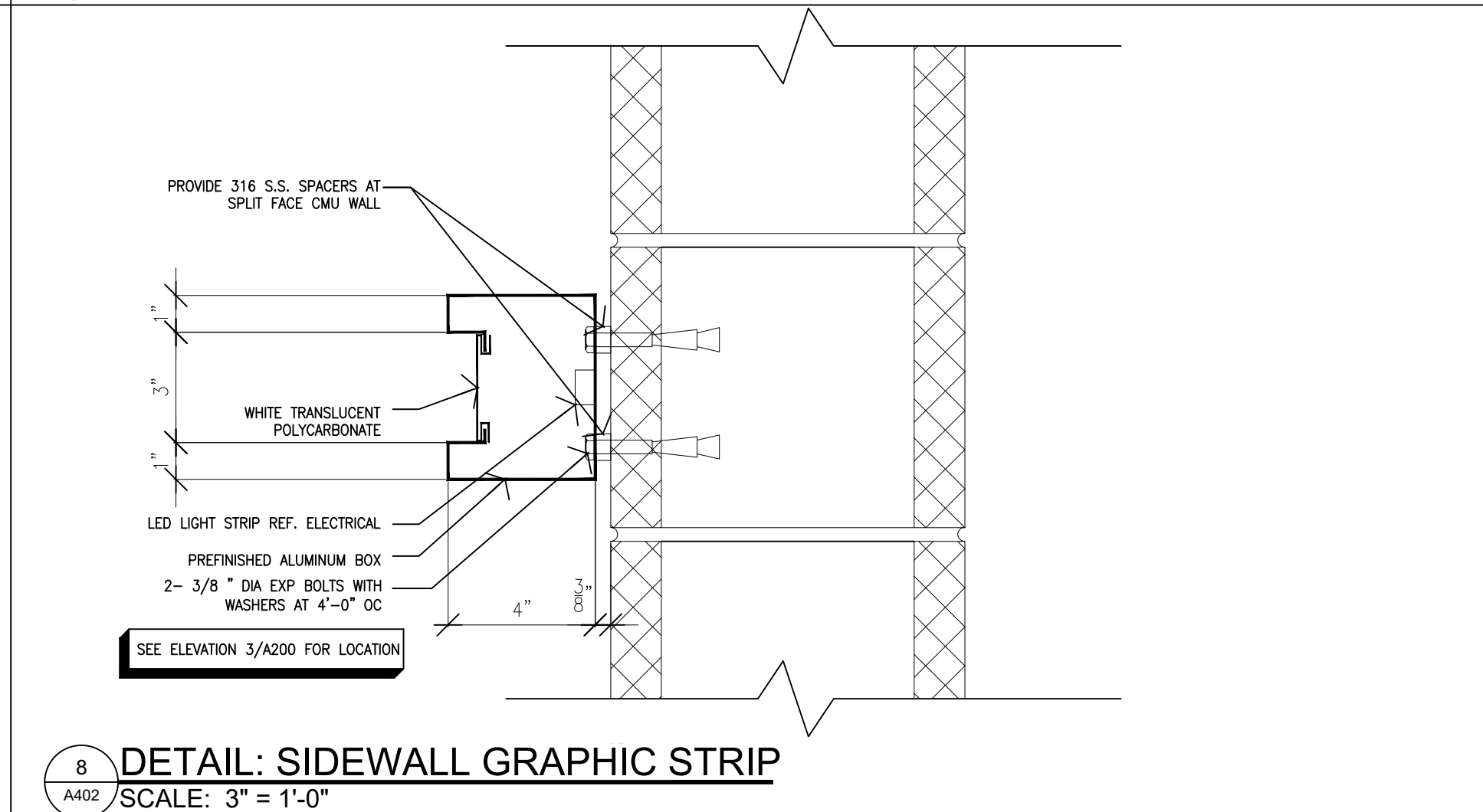
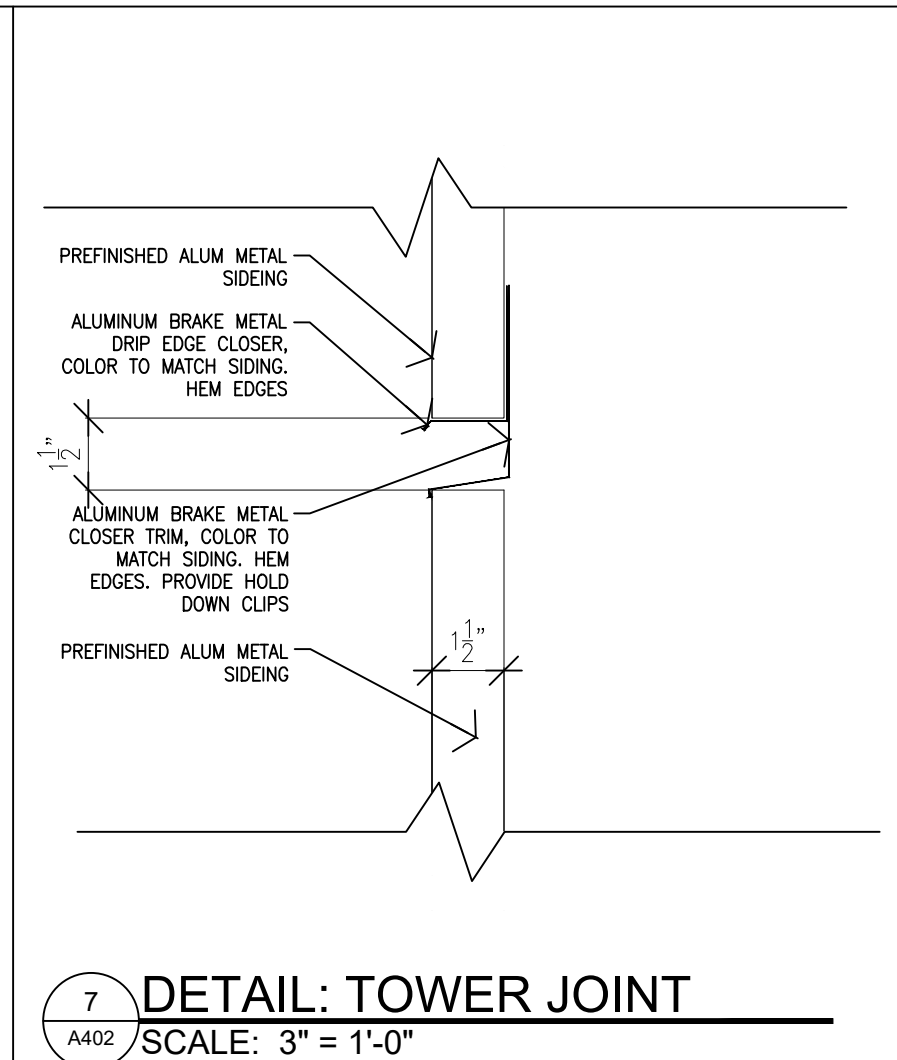
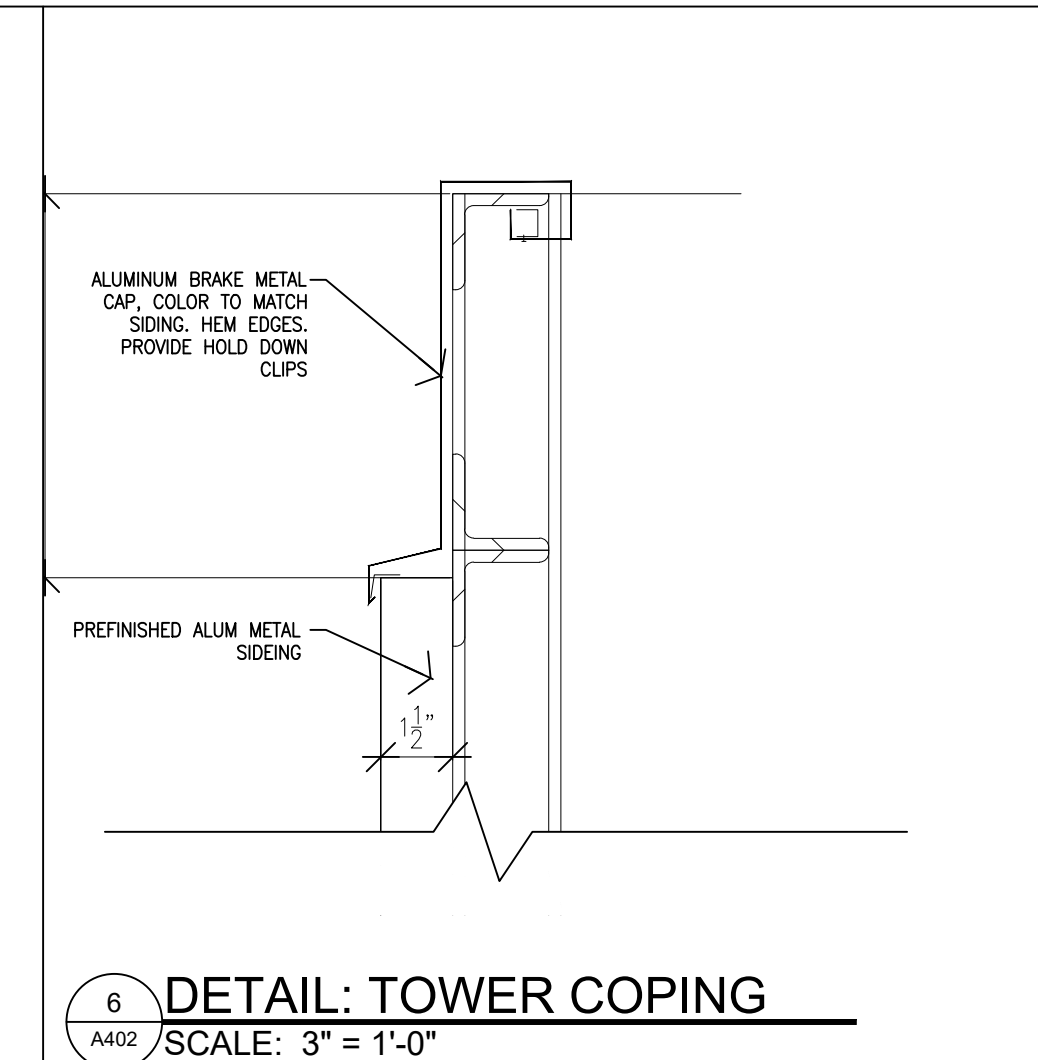
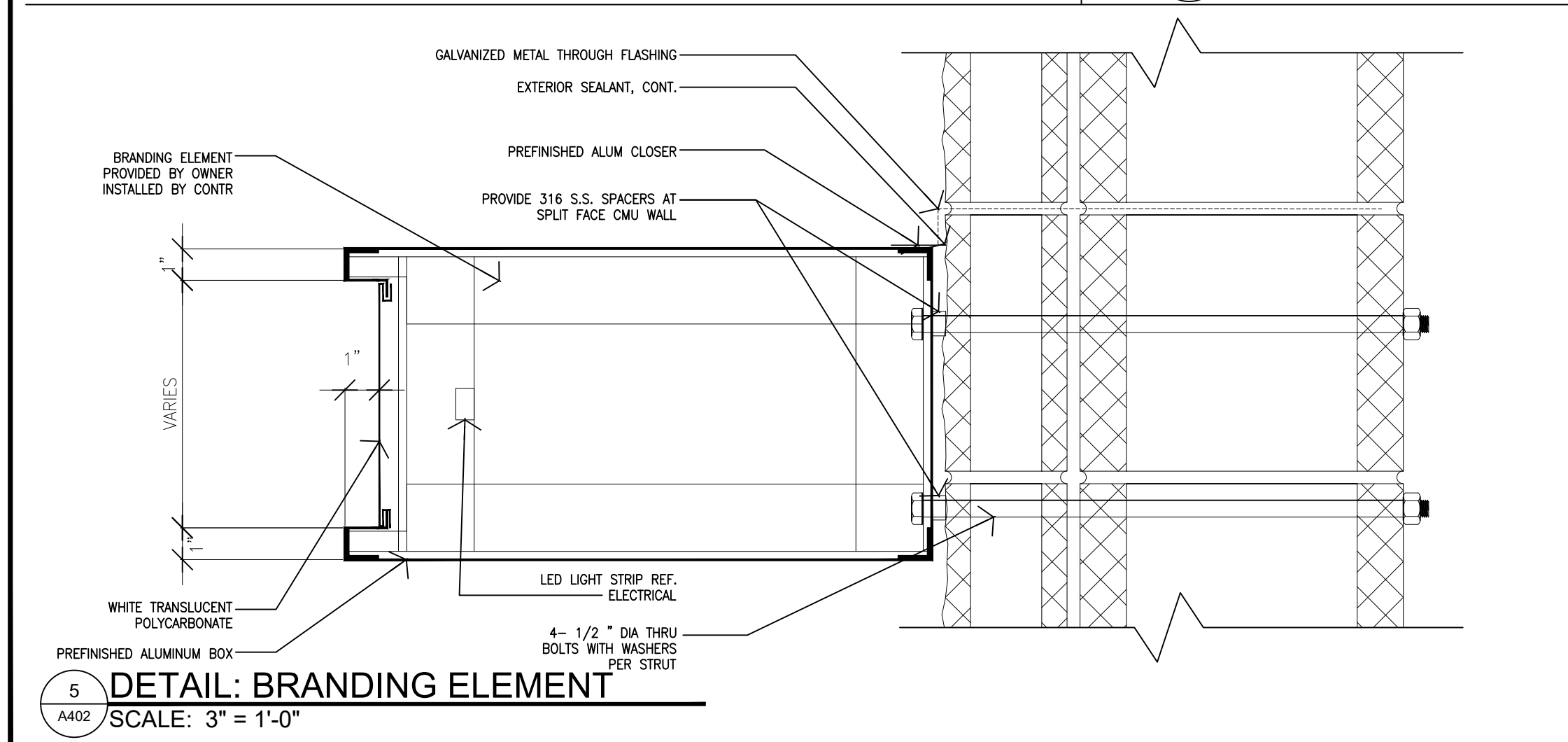
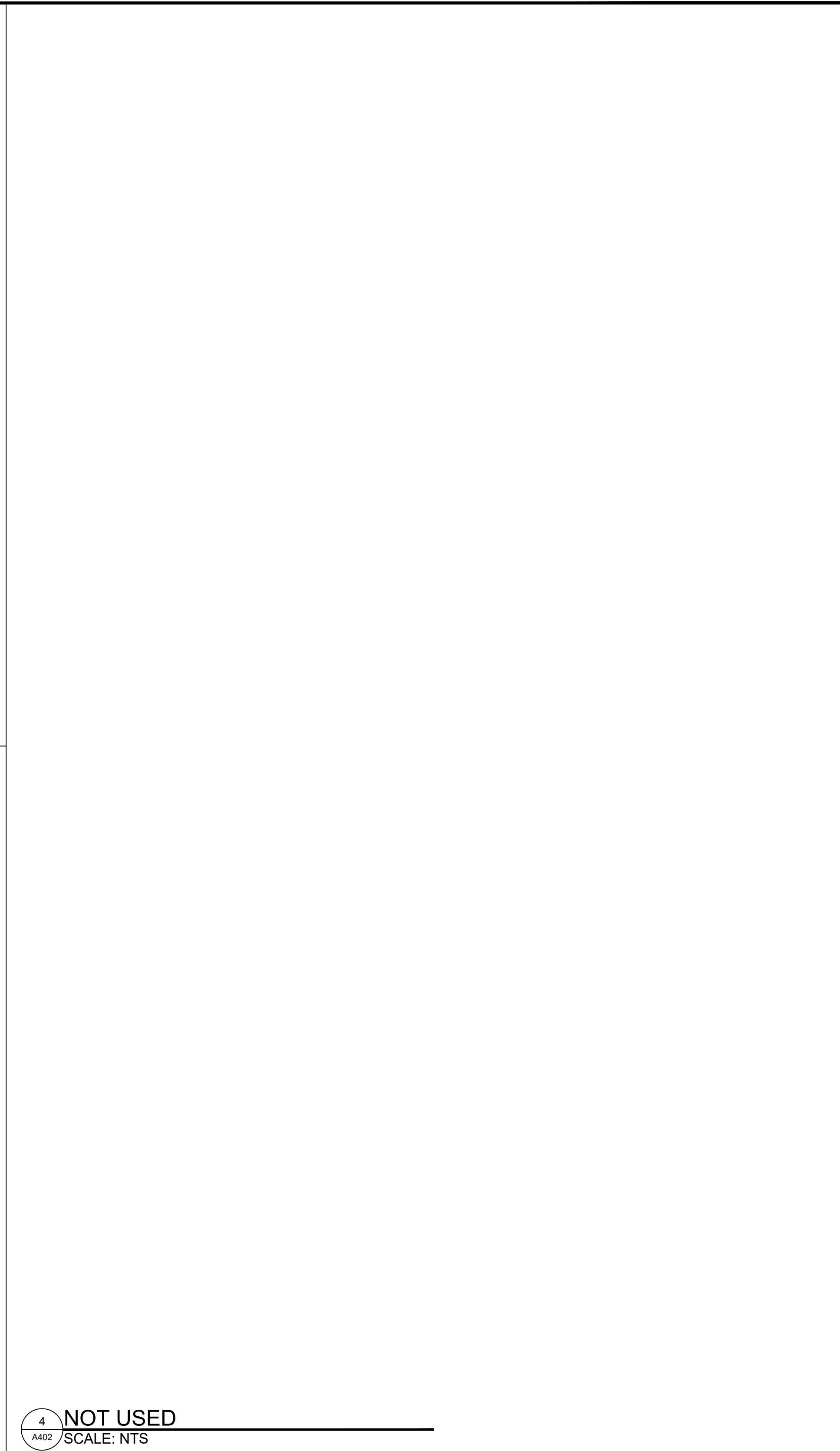
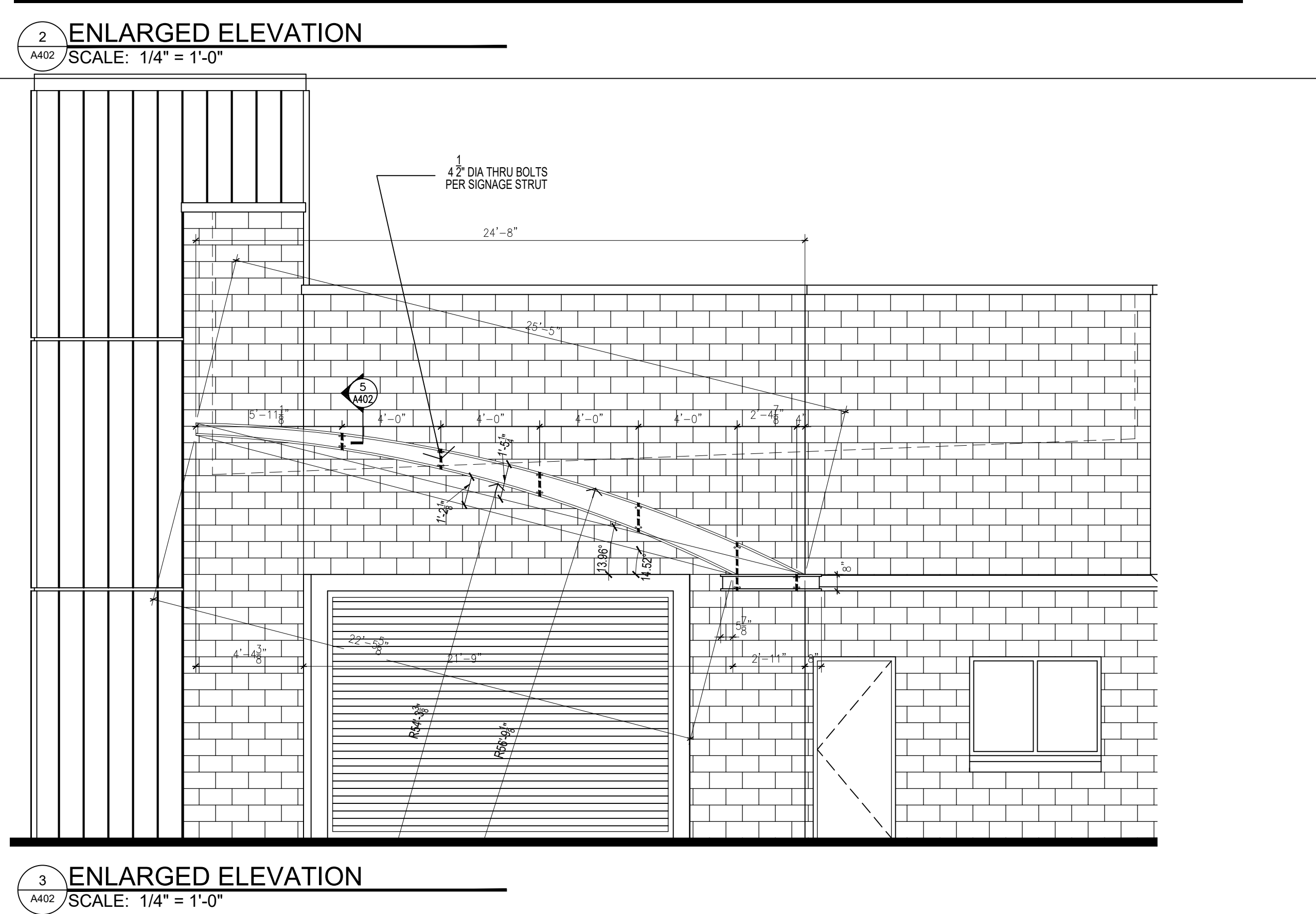
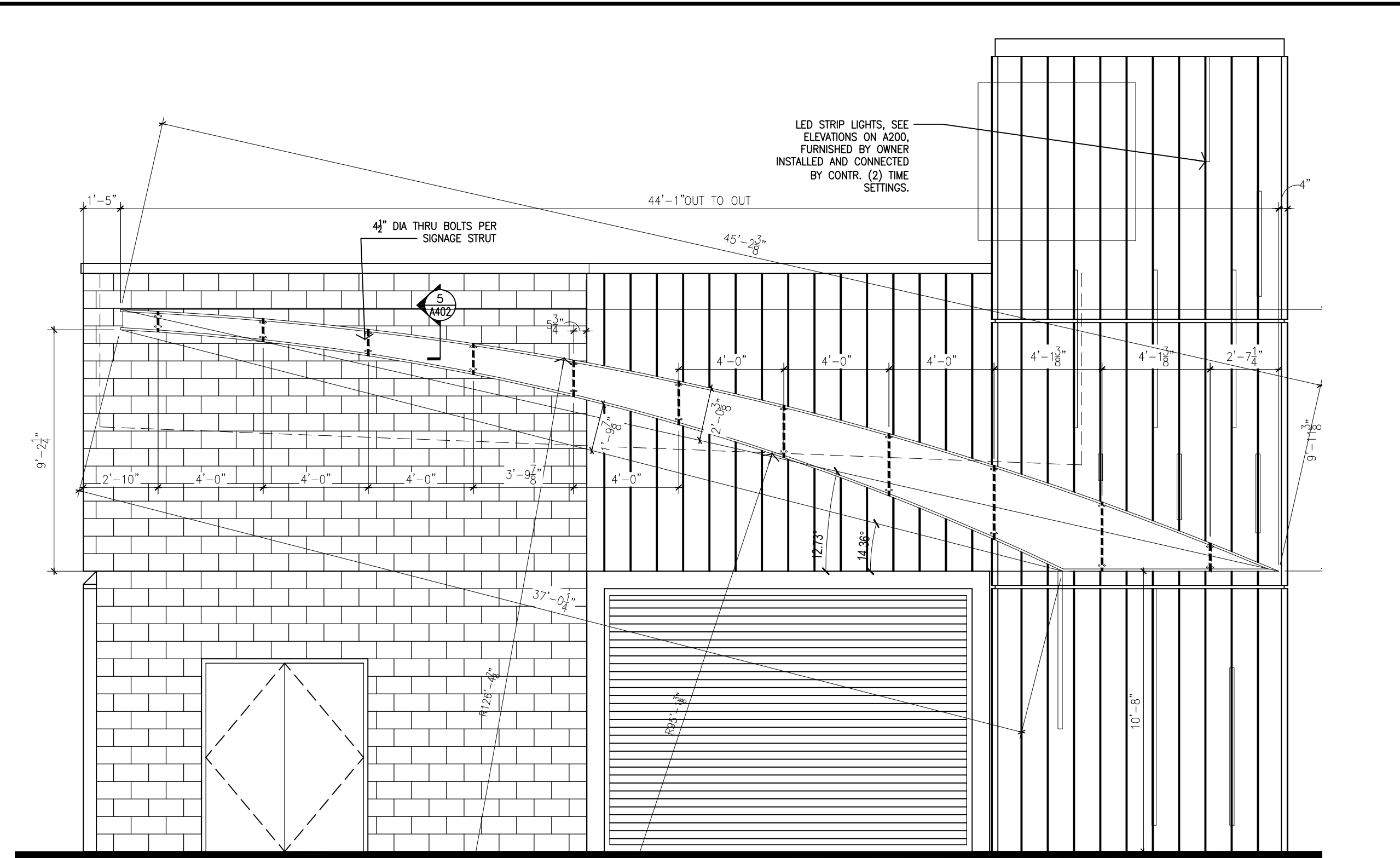
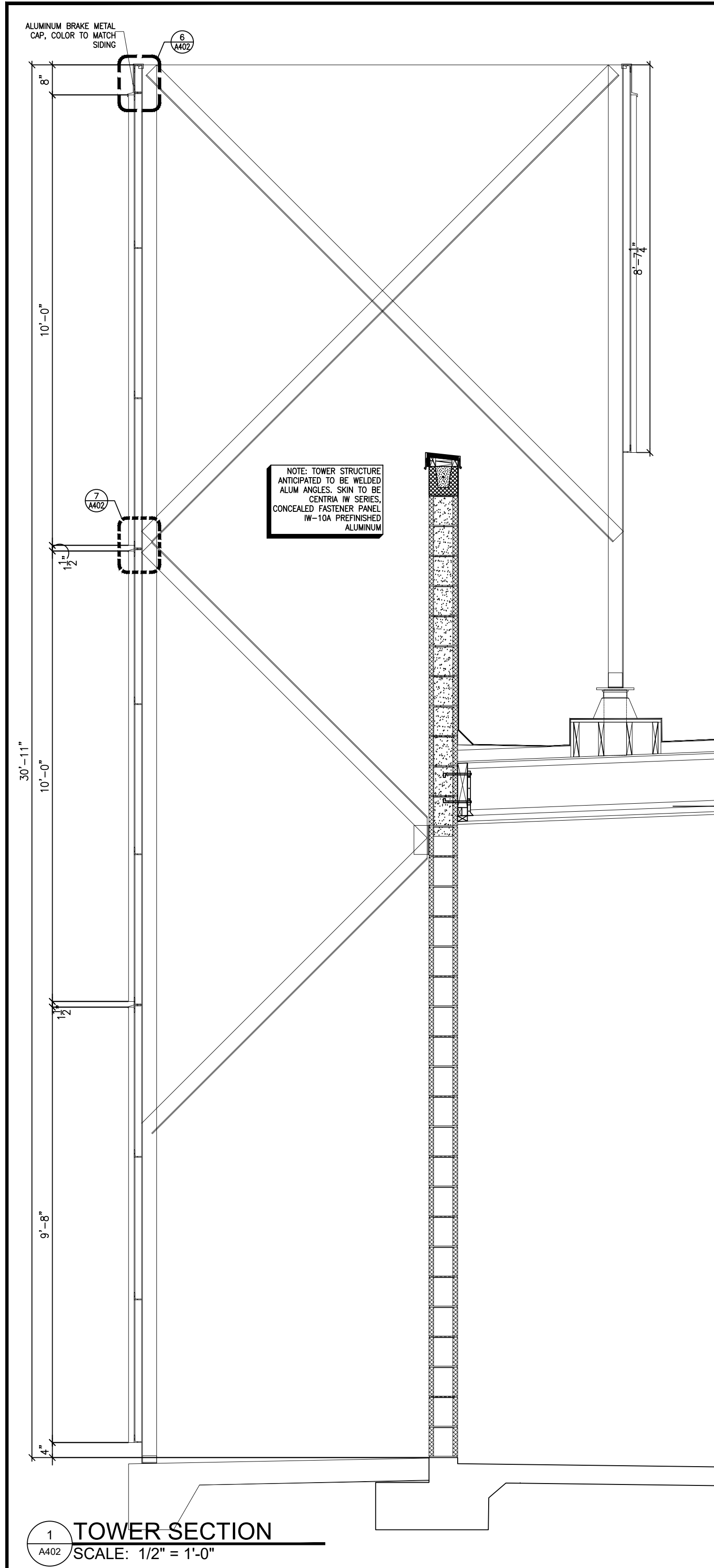
2 NORTH ELEVATION (REAR)
SCALE: 1/4" = 1'-0"



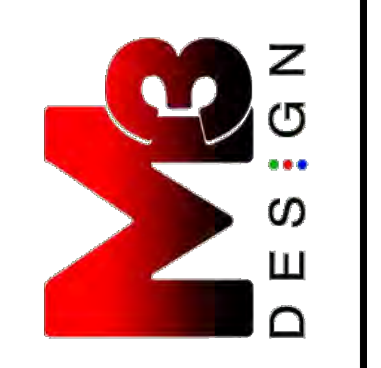
3 WEST ELEVATION (SIDE)
SCALE: 1/4" = 1'-0"



4 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2008 NORTH 7th AVENUE
PHOENIX, ARIZONA 85007



TAKE 5 CAR WASH FACILITY
10084 COORS BLVD
ALBUQUERQUE, NM

BRANDING SECTIONS

DATE: 2021-2-14
SCALE:
DRAWN BY: JM
PROJECT NUMBER: CWU20001.0
SHEET:
A-402
REV:



1 PERSPECTIVES
SCALE: NTS

2008 NORTH 7th AVENUE
PHOENIX, ARIZONA 85007

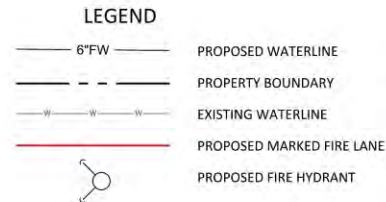


TAKE 5 CAR WASH EXPRESS
10084 COORS BLVD NW
ALBUQUERQUE, NM

TAKE 5 CAR WASH PERSPECTIVES

DATE: 2021-05-04
SCALE: 1/4"=1'-0"
DRAWN BY: JM
PROJECT NUMBER: CWU20001.0
SHEET:
DD3.0
REV:

NAME: N:\Projects\W0032 21002 M3 Cottonwood Commons Car Wash3 DWG\Sheets\W32 Fire One.dwg PLOT DATE: Jun 07, 2021 2:15pm



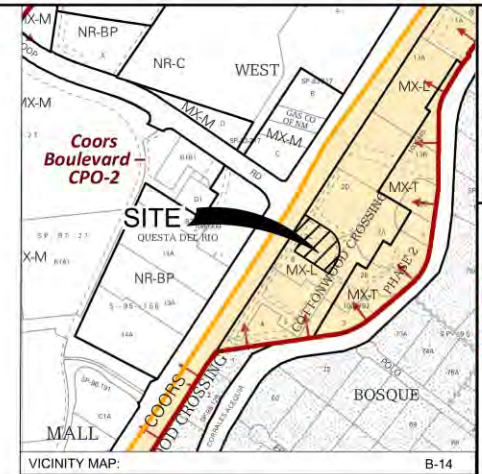
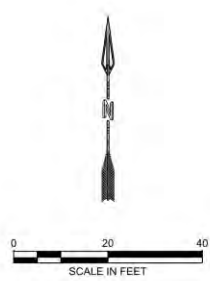
FIRE ONE NOTES:

1. THE TOTAL HEIGHT OF THE PROPOSED BUILDINGS SHALL BE 30' OR LESS
2. SQUARE FOOTAGE OF BUILDING = 3877.5 SF
3. BUILDINGS ARE TYPE II-B.
4. THE PROPOSED BUILDING SHALL BE FULLY SPRINKLED.
5. THE PARKING LOT SURFACE SHALL BE ASPHALT AND CAPABLE OF SUPPORTING AN IMPOSED LOAD OF A FIRE APPARATUS WEIGHING 75,000 LBS.
6. THE MINIMUM DRIVE AISLE WIDTH SHALL 26' UNLESS OTHERWISE SPECIFIED.
7. BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS OR BUILDING IDENTIFICATION PLACED IN A POSITION PLAINLY LEGIBLE AND VISIBLE FROM THE STREET.
8. ALL DRIVING SURFACES SHALL NOT EXCEED 10 PERCENT IN GRADE.
9. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED WITHIN 100' OF A HYDRANT AND BE UNOBSTRUCTED FROM ANY OBJECT FOR A MINIMUM DISTANCE OF 3'. THE INLET SHALL BE BETWEEN 18" AND 48" ABOVE GRADE.
10. INDICATOR VALVES SHALL BE PROVIDED PER NFPA 13.
11. ALL FIRE HYDRANT SUPPLY LINES THAT BRANCH OFF FROM THE WATER MAINS SHALL BE 6" DIA. UNLESS OTHERWISE NOTED ON THE PLANS
12. WORK SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS, AND ANY CHANGES MADE DURING CONSTRUCTION THAT ARE NOT IN COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE RESUBMITTED FOR APPROVAL AS AN AMENDED SET OF CONSTRUCTION DOCUMENTS. APPROVED WET STAMPED SHOP DRAWING SHALL BE ON SITE FOR INSPECTIONS.
13. KNOX BOX SHALL BE PROVIDED FOR BUILDING DOORS.

Private Cross Access Easement for the joint use and benefit of Lots 1 through 6 (to be maintained by Lots 1 through 6), New Public Water and Public Sanitary Sewer Easement to New Mexico Utilities, Inc. and New Dry Utility Easement. Granted by plat filed January 12, 2004 and by that certain "Declaration of Protective Covenants, Restrictions and Grant of Easements", filed February 19, 2004 in Book A73, page 711.



FIRE 1 PERMIT
ALBUQUERQUE FIRE MARSHAL'S
OFFICE PLANS CHECK DIVISION
 PERMIT NUMBER: 21-006449
 APPROVED BY: [Signature]
 APPROVED DATE: 6/4/21
APPROVED
 SQFT: 3877 CONSTRUCTION TYPE: II-B
 GPM: 1500 NUMBER OF HYDRANTS: 1
 THESE CONSTRUCTION DOCUMENTS WERE REVIEWED AND APPROVED BY THE ALBUQUERQUE FIRE MARSHAL'S OFFICE IN ACCORDANCE WITH CITY ORDINANCE, THE INTERNATIONAL FIRE CODE, AND NFPA STANDARDS. THIS PERMIT IS VALID FOR 180 DAYS. FINAL INSPECTION IS REQUIRED.



DESIGNED HF	AR	DATE	REVISION
DRAWN	AR	CHECKED	
RESPEC COMMUNITY DESIGN SOLUTIONS 5971 JEFFERSON STREET SUITE 101 ALBUQUERQUE, NEW MEXICO 87109 WWW.RESPEC.COM PHONE: (505) 253-9718			6/07/2021



PROJECT NAME:
**COTTONWOOD CROSSING
 CAR WASH
 10084 COORS RD NW
 ALBUQUERQUE, NM 87114**

SHEET TITLE:
FIRE ONE PLAN

SUBMITTED FOR:
REVIEW

SHEET NUMBER:
F-100