

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

June 27, 2022

Ryan Morrissey, P.E.
Burkhardt Engineering
28 North Cherry St.
Germantown, OH, 45327

**RE: Champion Xpress Car Wash
5307 4th Street NW
Grading and Drainage Plan
Engineer's Stamp Date: 06/14/22
Hydrology File: F14D036A**

Dear Mr. Morrissey:

Based upon the information provided in your submittal received 06/14/2022, the Grading & Drainage Plan is approved for Building Permit, SO-19 Permit, and for action by the DRB on Platting. Please attach a copy of this approved plan in the construction sets for Building Permit processing along with a copy of this letter.

PO Box 1293

PRIOR TO CERTIFICATE OF OCCUPANCY:

Albuquerque

NM 87103

www.cabq.gov

1. Engineer's Certification, per the DPM Part 6-14 (F): *Engineer's Certification Checklist For Non-Subdivision* is required.
2. Please provide the Drainage Covenant with Exhibit A for the stormwater quality ponds per Article 6-15(C) of the DPM prior to Permanent Release of Occupancy. Please submit the original copies along with the **\$ 25.00** recording fee check made payable to Bernalillo County to Carrie Compton (cacompton@cabq.gov) on the 4th floor of Plaza de Sol.

As a reminder, if the project total area of disturbance (including the staging area and any work within the adjacent Right-of-Way) is 1 acre or more, then an Erosion and Sediment Control (ESC) Plan and Owner's certified Notice of Intent (NOI) is required to be submitted to the Stormwater Quality Engineer (Doug Hughes, PE, jhughes@cabq.gov, 924-3420) 14 days prior to any earth disturbance.

If you have any questions, please contact me at 924-3995 or rbrissette@cabq.gov.

Sincerely,

Renée C. Brissette, P.E. CFM
Senior Engineer, Hydrology
Planning Department

June 14, 2022
City of Albuquerque
Attn: Renee Brissette
PO Box 1293
Albuquerque, NM 87103

RE: Champion Xpress Car Wash – Grading & Drainage Review

Below are my responses to the Grading & Drainage Review dated May 26, 2022.

1. This property will be demolished as part of this project. The existing conditions sheet has been added to this submittal for reference.
 2. See the attached executed (but not recorded) grading and temporary construction easement.
 3. This sidewalk is being updated to current standards and with a replat involved this work was a requirement of the Plat being recorded.
 4. The Stormwater calculation has been recalculated using the 0.42'.
 5. The Weir calculation and check has been added to the calculations.
 6. Pipe sizes and inlet information has been added to Sheet C-3.1.
 7. Site Grading has been revised to route everything into the site basin.
 8. Site Grading has been revised per note 8 and basin overflow is now the 4' sidewalk culvert onto 4th street.
 9. NOI and ESC are being prepared by developer.
-
1. Please see attached Grading & Drainage Sheets.
 2. Please see attached Grading & Drainage Application.

Please let me know if you have any questions regarding the above responses.

Sincerely,
Mitchell Monnin, E.I.T.
Graduate Engineer

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS**, **WITH JOINDER** (this "Declaration") is made, established, and declared as of the 21st day of June, 2022, by VIA Real Estate, LLC, a Wyoming limited liability company ("VIA" or the "Declarant"), having its principal business address at 13105 Dover Avenue, Lubbock, Texas 79424.

W I T N E S S E T H:

WHEREAS, Declarant is the present owner of the fee interest, including all equitable and executory interests, of that certain real property located in the northwest corner of the intersection of Douglas MacArthur Rd NW and 4th St NW, in or near the City of Albuquerque, Bernalillo County, New Mexico, which certain parcel is more particularly described as follows, to-wit:

SEE EXHIBIT A, ATTACHED HERETO, MADE A PART HEREOF, AND INCORPORATED HEREIN FOR ALL PURPOSES;

the said parcel hereinabove described shall hereinafter be referred to as the "Declarant Tract"; all as substantially shown on Exhibit B (the "Conceptual Site Plan");

WHEREAS, VIA has tentatively entered into a lease agreement with **Champion Xpress Car Wash, LLC, a Wyoming limited liability company ("CX")**, wherein CX, and/or its permitted successors or assigns, shall lease the Declarant Tract from VIA under those certain terms, conditions and provisions as found in said lease agreement (the "CX Lease"). Reference to the CX Lease is hereby made, and same is incorporated herein the same as if reproduced herein *in toto*;

WHEREAS, VIA desires to cooperatively plan for the future beneficial use and development of the Declarant Tract, including, among other things, i) providing for perpetual, non-exclusive easements and rights-of-way for ingress and egress for pedestrians and vehicular traffic to and from the public right-of-way of Douglas MacArthur Road NW and 4th Street; and, ii) providing for an easement for the use by, and certain maintenance required of, VIA as to

drainage, utilities, and construction (as presently exists or as may be permitted from time to time by the governmental or quasi-governmental authorities having jurisdiction over the Declarant Tract) situated or to be situated upon the Declarant Tract for the benefit of VIA, its successors or assigns, and any future tenants or other lawful occupants of the Declarant Tract; and, otherwise, declaring and setting forth certain restrictions and conditions which are intended to enhance property use and/or maintain property values and visual appeal, desirability, and attractiveness;

NOW, THEREFORE, PREMISES NOW HAVING BEEN CONSIDERED, and in consideration of TEN DOLLARS (\$10.00 U.S.) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which acknowledged and confessed, Declarant does hereby declare, agree, set forth, and establish that the Declarant Tract, and any part or parcel thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Declarant Tract, as well as all or any portions of either.

1. Recitals; Interpretation. All recitals hereinabove set forth are true and correct and are hereby incorporated as substantive provisions of this Declaration. Each party acknowledges that the other party is relying on the truthfulness of such statements and averments as are hereinabove set forth as partial consideration for the agreements and promises and forbearances set forth below.

ARTICLE I **PERPETUAL NON-EXCLUSIVE ACCESS EASEMENTS**

2. Access Easement. Declarant hereby declares for the benefit of VIA and its successors, assigns, and legal representatives, including any leasehold tenant(s) thereof, a perpetual nonexclusive easement for ingress and egress, from that portion of the Declarant Tract that adjoins and abuts the right-of-way of Douglas McArthur Road NW through the Declarant Tract, to that portion of the Declarant Tract that adjoins and abuts the right-of-way of 4th Street by pedestrian and vehicular traffic upon, over, and across the variable width areas identified by the "Access Drive" substantially as shown on Exhibit B attached hereto and made a part hereof, and same being more particularly described by metes and bounds as follows, to-wit:

**SEE EXHIBIT C, ATTACHED HERETO, MADE A
PART HEREOF, AND INCORPORATED HEREIN FOR ALL PURPOSES.**

The establishment of said variable width access easement and all rights thereunder and appurtenant thereto shall hereinafter be referred to as the " **Access Easement**". The real property burdened by the Access Easement shall be referred to from time to time hereinafter as the "**Access Easement Tract**".

Such "Access Rights" shall include vehicular and pedestrian access rights in favor of the Declarant Tract over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may hereinafter exist on over and within the Access Easement Tract.

Expressly set forth, declared, established, and reserved for VIA is the right to grant other rights, by easement or otherwise, to other persons as to the Access Easement Tract so long as any such subsequent grant shall not interfere with the access rights set forth, established, reserved, declared, and/or granted herein.

3. Construction Easement. Upon the Declarant Tract, VIA shall have the right to perform all grading, demolition, site work, staging of equipment and materials, utility installation, and construction as is reasonably necessary to construct the improvements proposed on Exhibit B (the "Improvements").

4. Drainage. Upon the Declarant Tract, VIA shall have drainage rights across those portions of the Declarant Tract that have been or will be approved by any of the required local jurisdictional authority to complete the proposed to act as drainage and detention upon completion of the proposed Improvements and during construction. Additionally, VIA shall have the right, from time to time, enter upon and maintain, repair, and replace proposed grading and drainage facilities located on the Declarant Tract

5. Utilities. Upon the Declarant Tract, VIA shall have the right to install, construct, maintain, repair and replace all utilities, as be necessary and as approved by the local jurisdictional authorities for CX to obtain a Certificate of Occupancy and operate under the terms of the CX Lease upon the Declarant Tract. Said utilities include but are not limited to: i) water, ii) sewer, iii) storm sewer, iv) gas, v) electric, and, vi) fiberoptic / telephone.

4. Maintenance, Repair, and Replacement. Subject to Section 3, 4, and 5 above, upon completion of the Improvements, the Declarant shall thereafter have the duty and the right to enter onto the Declarant Tract to maintain, repair, and replace all drainage facilities, grading, utilities, and the Access Easement Tract.

5. Rights; Responsibilities. Declarant, and Declarant's legal representatives, successors, and assigns, including any leasehold tenants of the Declarant Tract, and its or their patrons, invitees, vendors, employees and other parties permitted by Declarant, have the right to use the surface of the Access Easement Tract for all purposes that do not unreasonably interfere with or interrupt the use by VIA and VIA's successors and assigns, including holders of leasehold interests upon the Declarant Tract, of the Access Easement Tract.

Whenever any party shall perform any construction, maintenance, repairs, reconstruction, or replacements as required or desired or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities

having jurisdiction thereof. Any such work shall be carried out in such a manner so as to cause the least amount of disruption to any business operations being conducted on the Declarant Tract as is reasonably practicable. Further, any such work shall carry with it the standard one-year (1-yr) construction builder's warranty for defective workmanship or materials.

ARTICLE VI

MISCELLANEOUS

26. Successors and Assigns; Limitation on Release; No joint venture or partnership. Except as may be expressly set forth herein, this Declaration, and the easements and covenants set forth, established and declared hereby, are appurtenant to and shall run with the land, and shall bind and inure to the benefit of Declarant, and its successors and assigns.

27. Term and Enforcement. Each of the rights created hereunder may be enforceable in a court of equity by (i) the owner of any portion of the Declarant Tract, (ii) any mortgagee of any portion of the Declarant Tract; and, (iii) CX, or its lawful successor or assign as to its leasehold interest in and to the Declarant Tract; however, enforcement hereunder shall be sought solely against the then owner(s) of the respective Tracts (or the owner of an interest in or portion of the respective Tracts) alleged to be in default. Except as otherwise provided herein, the term of this Declaration shall be for perpetuity from the date hereof.

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

29. Breach. In the event of a breach or threatened breach of this Declaration, the owner of any portion of the Declarant Tract shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach, including without limitation, the right to enjoin such violation or threatened violation. In the event that a party shall institute any action or proceeding against another party relating to the provisions hereof, or any default hereunder, then, and in that event, to the extent permitted by applicable law, the unsuccessful party in such action or proceeding shall reimburse the prevailing party therein the reasonable expenses of attorneys' fees, court costs and other costs incurred therein by the prevailing party through all levels of proceedings.

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

30. Amendment to Declaration. This Declaration shall not be amended, terminated or modified without the prior written consent of all then-owners of the Declarant Tract and CX, except as otherwise provided, notwithstanding anything contained in this Declaration to the contrary.

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

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

VIA: VIA Real Estate, LLC
 13105 Dover Avenue
 Lubbock, Texas 79424
 Attn: Contracts Manager
 Email Address: kordell@7bdev.com

With Copy to: VIA Real Estate, LLC
 13105 Dover Avenue
 Lubbock, Texas 79424
 Attn: J. Keith Shelton, Chief Legal Officer

CX: Champion Xpress Car Wash
 13105 Dover Avenue
 Lubbock, Texas 79424

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Declaration shall be deemed given upon receipt and may be given via email. Any notices required to be served upon successors or assigns or those persons who may hereafter acquire title to Declarant's Remaining Property, or any portion thereof, or to the Declarant Tract, or any portion thereof, shall be served upon the party at the address shown in the instrument which gave effect to any such assignment, succession, transfer, or other conveyance.

33. Waiver. The failure of any interested person to insist upon strict performance of any of the Restrictions or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said person may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions or other terms and provisions contained herein by the same or any other person.
34. Captions and Headings. The captions and headings in this Declaration are for reference only and shall in not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
35. Recordation; Jurisdiction. This Declaration may be recorded in the official public land records of Bernalillo County, New Mexico. This Declaration shall be construed under and governed by the laws of the State of New Mexico.
36. Lienholder Protection: This Declaration and the easements and restrictions established hereby with respect to each Owner and parcel or portion thereof, shall be superior and senior to any lien subsequently placed upon any parcel or portion thereof, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the easements and restriction and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any Person (including, but not limited to any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, or otherwise.
37. Consents and Subordinations. Declarant, by its execution hereinbelow, does hereby expressly join in and consent to this Declaration and the easements and restrictions and other terms, conditions and provisions herein set forth.
38. Time of Essence. Time is of the essence with respect to any time periods or dates referenced in this Declaration with respect to all parties.
39. Effectiveness of this Declaration. The easements, rights, and duties described in this Declaration shall be and are effective immediately without further condition save and except as shall have been expressly set forth herein. Declarant does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easements, rights, and covenants described herein, and its successors, assigns, legal representatives, including any holders of leasehold interest in and to the Declarant Tract, against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER DECLARANT, BUT NOT OTHERWISE.
40. Exhibits. The following exhibits are attached hereto, made a part hereof, and incorporated herein for all purposes:

EXHIBIT A – LEGAL DESCRIPTION – DECLARANT TRACT


IN WITNESS WHEREOF, Faith Heights has executed and delivered this Declaration as of the day and year first written above.

DECLARANT:

VIA Real Estate, LLC, a Texas limited liability company

06/21/2022
DATE

By:


Derrick Merchant, Manager

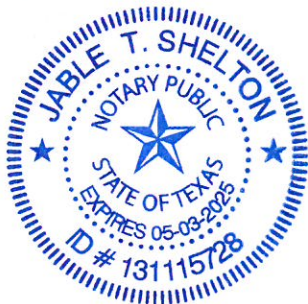
STATE OF TEXAS)

LUBBOCK COUNTY)

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

Given under my hand and seal this 21st day of June, 2022.

NOTARIAL SEAL



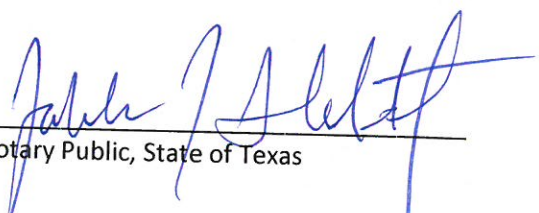

Notary Public, State of Texas

EXHIBIT B – CONCEPTUAL SITE PLAN – PROPOSED IMPROVEMENTS

EXHIBIT C - LEGAL DESCRIPTION - ACCESS EASEMENT TRACT

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EXHIBIT A
Legal Description - Declarant Tract

Record Legal Description Of "Parcel 1"

LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWO (2) OF THE DOUGLAS MACARTHUR SUBDIVISION, A SUBDIVISION OF A TRACT OF LAND IN SCHOOL DISTRICT NO. 22, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 17, 1946.

Record Legal Description "Parcel 2"

A PORTION OF TRACT 112-A AS SHOWN IN THE AMENDED MAP 32, M.R.G.C.D., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SCHOOL DISTRICT NO. 22, BERNALILLO COUNTY, NEW MEXICO, WITHIN THE ELENA GALLEGOS GRANT, WHICH IS BOUNDED AS FOLLOWS:

BEGINNING AT THE NORTHEAST COMER, WHICH IS THE NORTHEAST CORNER OF THE LAND OF SAM SHALIT, A POINT ON THE WESTERLY LINE OF NORTH FOURTH STREET WHENCE THE EAST 1/4 CORNER OF SECTION 32, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M., AS SHOWN ON BERNALILLO COUNTY SURVEY SHEET NO. 32, BEARS N. 47 DEG. 53' E., 1047.40 FEET DISTANT; RUNNING FROM SAID BEGINNING POINT

S. 80 DEG. 57' W. ALONG THE WESTERLY LINE OF NORTH FOURTH STREET 180 FEET TO THE SOUTHEAST COMER; THENCE

N. 80 DEG. 44' W. 270 FEET TO THE SOUTHWEST CORNER; THENCE

N. 80 DEG. 57' E. 180 FEET TO THE NORTHWEST CORNER; THENCE

S. 80 DEG. 44' E. 270 FEET TO THE PLACE OF BEGINNING.

AND SAID TRACT IS LOCATED IN THE NORTHEAST CORNER OF TRACT NO. 112-A AS SHOWN IN AMENDED MAP NO. 32 OF THE SURVEY OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT. SAID TRACT NOW KNOWN AS TRACT 112-A-2, M.R.G.C.D., MAP 32.

Conceptual Site Plan – Proposed Improvements



EXHIBIT C

Exhibit for
Portions of Lot 1, Block 2,
Douglas MacArthur and Tract
112-A-2, MRGCD Map No. 32
(Aka Proposed Tracts A and B,
Champion 4th Street)

City of Albuquerque, Bernalillo County, New Mexico

Legal Description

June 2022

A CORRIDOR OF LAND COMPRISED OF PORTIONS OF LOT NUMBERED ONE (1) IN BLOCK NUMBERED TWO (2) OF THE DOUGLAS MACARTHUR SUBDIVISION, A SUBDIVISION OF A TRACT OF LAND IN SCHOOL DISTRICT NO. 22, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON SEPTEMBER 17, 1946, AND TRACT 112-A-2 OF THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT MAP NUMBER 32, ALSO KNOWN AS PROPOSED TRACT B, PLAT FOR TRACTS A AND B, CHAMPION 4TH STREET;

BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED CORRIDOR, BEING A POINT LYING ON THE SOUTH PROPERTY LINE OF SAID LOT 1 (AKA PROPOSED TRACT B), ALSO LYING ON THE NORTHERLY RIGHT OF WAY OF DOUGLAS MACARTHUR ROAD NW, WHENCE A TIE TO ACS MONUMENT "DOUGLAS", BEARS THE FOLLOWING TWO COURSES:

N 80°46'40" W, A DISTANCE OF 40.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 (AKA PROPOSED TRACT B), MARKED BY A REBAR WITH ILLEGIBLE CAP;

N 82°11'37" W, A DISTANCE OF 2,730.42 FEET;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTH RIGHT OF WAY LINE, TRAVERSING SAID LOT 1 AND THEN TRACT 112-A-2 (AKA PROPOSED TRACT B), N 09°13'20" E, A DISTANCE OF 56.03 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED CORRIDOR, BEING A POINT WITHIN SAID TRACT 112-A-2 (BEING THE NORTH BOUNDARY LINE OF PROPOSED TRACT B);

THENCE, COINCIDING WITH SAID NORTH BOUNDARY LINE OF PROPOSED TRACT B AND TRAVERSING SAID TRACT 112-A-2, S 80°19'14" E, A DISTANCE OF 31.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED CORRIDOR;

THENCE, LEAVING SAID NORTH BOUNDARY OF TRACT B, TRAVERSING SAID TRACT 112-A-2 AND THEN LOT 1 (AKA PROPOSED TRACT B), S 09°13'20" W, A DISTANCE OF 55.78 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED CORRIDOR, LYING ON THE SOUTH BOUNDARY LINE OF SAID LOT 1 (AKA PROPOSED TRACT B), ALSO LYING ON THE NORTHERLY RIGHT OF WAY OF DOUGLAS MACARTHUR ROAD NW;

THENCE, COINCIDING WITH SAID SOUTH BOUNDARY LINE AND NORTH RIGHT OF WAY LINE, N 80°46'40" W, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0398 ACRES (1,733 SQ. FT.), MORE OR LESS.

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE EXHIBIT SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr.
Will Plotner Jr.
N.M.R.P.S. No. 14271

6/22/2022
Date



CSI-CARTESIAN SURVEYS INC.

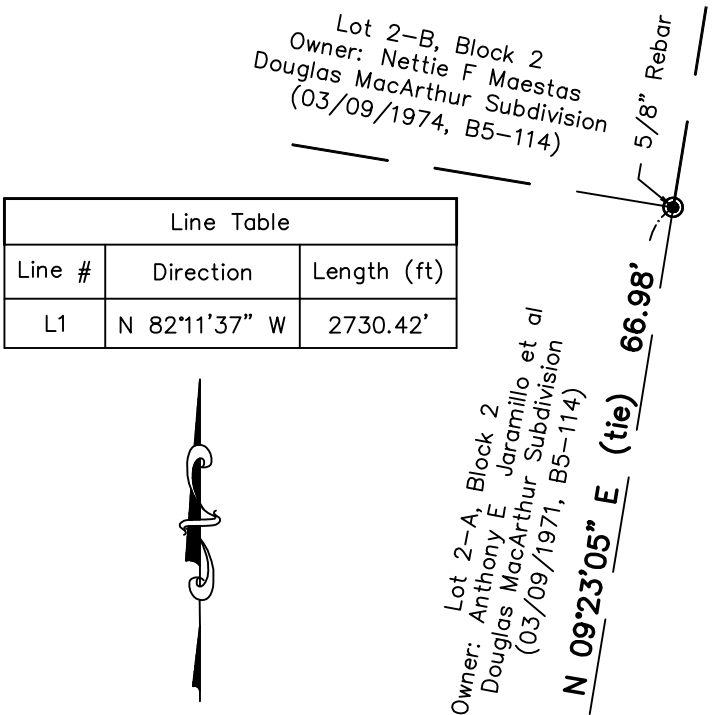
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896 - 3050 Fax (505) 891 - 0244
wplotnerjr@gmail.com

Legend

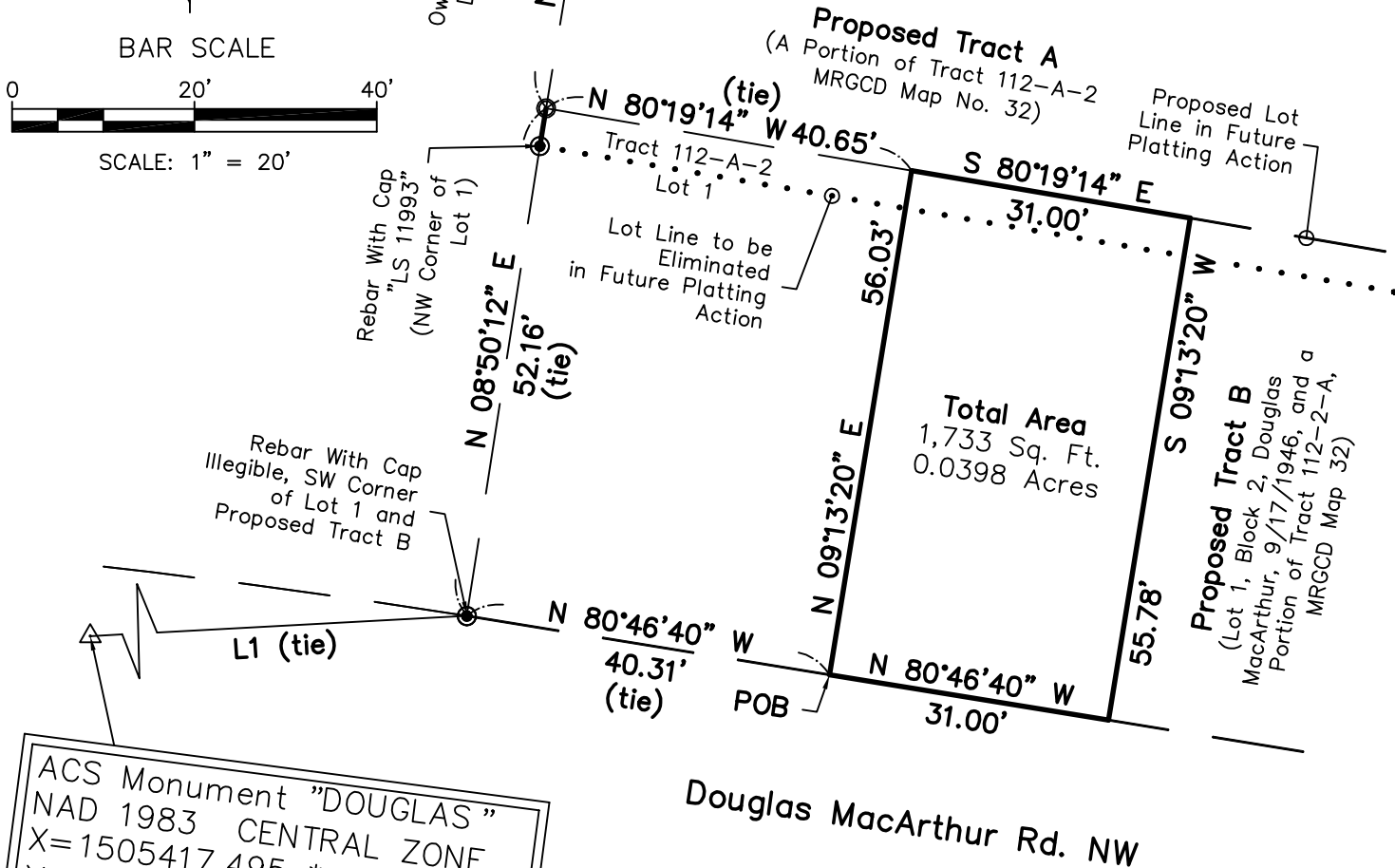
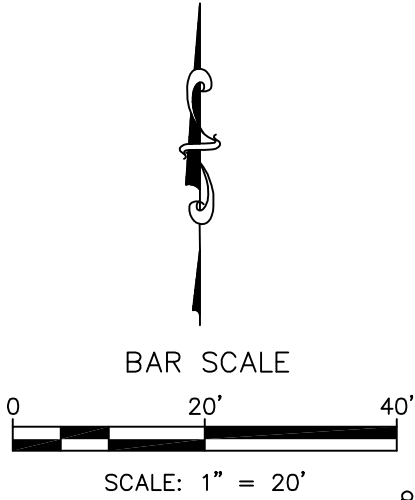
EXHIBIT C

Exhibit for
Portions of Lot 1,
Block 2, Douglas
MacArthur and
Tract 112-A-2,
MRGCD Map No. 32
(Aka Proposed Tracts
A and B, Champion
4th Street)
City of Albuquerque,
Bernalillo County,
New Mexico
June 2022

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED



Line Table		
Line #	Direction	Length (ft)
L1	N 82°11'37" W	2730.42'



ACS Monument "DOUGLAS"
NAD 1983 CENTRAL ZONE
X=1505417.495 *
Y=1520286.421 *
Z=4975.078 *
G-G=0.999682452
MAPPING ANGLE=-0°13'52.53"
* U.S. SURVEY FOOT

Notes

1. FIELD SURVEY PERFORMED IN JANUARY 2022.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

CSI-CARTESIAN SURVEYS INC.

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

1. Within the subject property, the intent is to have a clean, clear site, free of all existing items noted to be removed in order to allow for the construction of the new project.
2. All items noted to be removed shall be done as part of the contract for general construction.
3. Remove and dispose of any materials requiring removal from the work area in an approved off-site landfill.
4. The Contractor shall secure all permits for demolition and disposal of demolition material to be removed from the site. The Contractor shall post all bonds and pay all permit fees as required.
5. The Contractor shall cut and plug, or arrange for the appropriate utility company to cut and plug service piping at the property line or at the main (as required). All services may not be shown on this plan.
6. For all items noted to be removed, remove not only above ground elements, but all underground elements as well, including, but not necessarily limited to: foundations, slabs, gravel fills, tree roots, pipes, wires, unsuitable materials, etc.
7. The Contractor shall sawcut existing pavement to provide a clean edge between existing pavement to remain and existing pavement to be removed.
8. Limits of removal shown on demolition plan are approximate only. Actual quantities may vary due to construction activities. Contractor is responsible for all demolition, removal and restoration work necessary to allow for the construction of the new project.
9. Backfill excavations resulting from demolition work to meet the requirements for fill outlined in the Geotechnical / Soils Report.

Reference: City of Albuquerque Integrated Development Code
Zone: "MX-M" Mixed Use - Medium Intensity Zone District
Proposed Use: Car Wash

Front: 5 ft. (min.)
Side, Interior: 0 ft. (min.)
Side, Street: 5 ft. (min.)
Rear: 15 ft. (min.)

PLANNING / ZONING / BUILDING
City of Albuquerque - Planning Department
Contact: Brennon Williams
Telephone: 505.924.3860
Email: bnwilliams@cabq.gov

City of Albuquerque - Traffic Department
Contact: MARWA AL NAJJAR
Telephone: 505.924.3675
Email: malnajar@cabq.gov

SANITARY SEWER / WATER
Albuquerque Bernalillo County Water Utility Authority
Contact: Robert Strong
Telephone: 505.261.4429
Email: rstrong@abcwua.org

City of Albuquerque - Planning Hydrology Department
Contact: Renee Brissette
Telephone: 505.924.3995
Email: rbrissett@cabq.gov

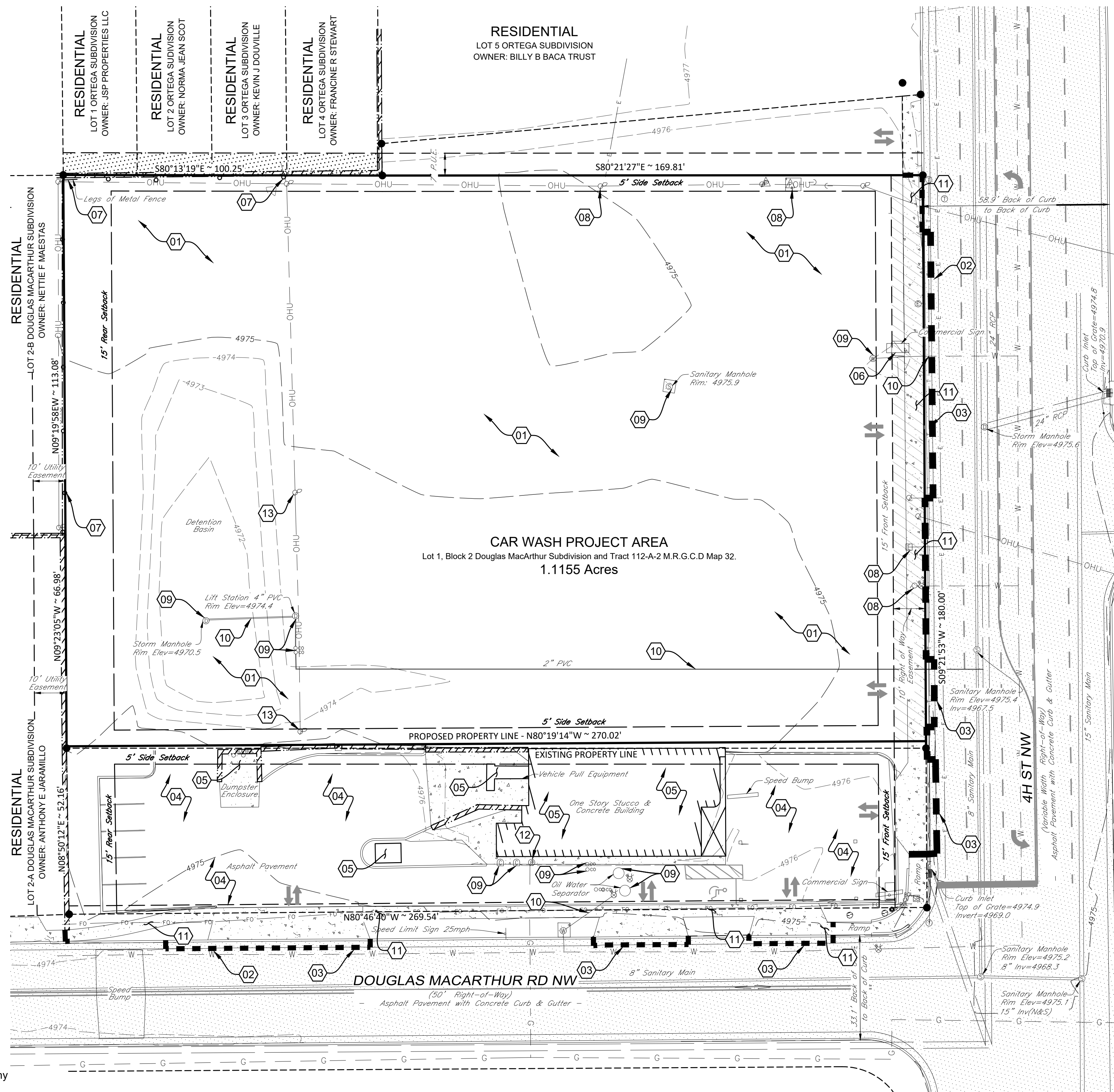
New Mexico Gas Company
Contact: Jacob Gallegos
Telephone: 505.697.3120
Email: Jacob.Gallegos@nmgco.com

PNM (Public Service Company of New Mexico)
Contact: Chase LeJeune
Telephone: 505-362-4180
Email: Chase.LeJeune2@pnm.com

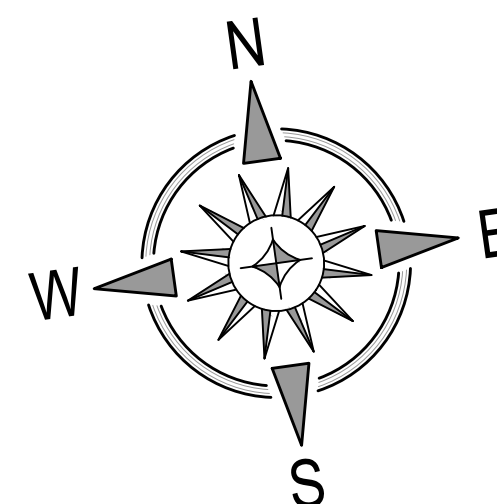
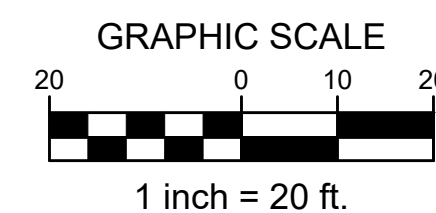
CenturyLink
Contact: Customer Service
Telephone: 865.465.2313



TAKE CAUTION DURING EXCAVATION:
THERE ARE UNDERGROUND UTILITY MAINS IN THE CONSTRUCTION AREA WHICH
MAY NOT HAVE BEEN LOCATED ACCURATELY BY THE SURVEYOR / UTILITY OWNERS.
NOTIFY "811" IN ADVANCE OF DIGGING TO HAVE LINES MARKED



Reference - ALTA / NSPS Land Survey of the subject property prepared by CSI-Cartesian Surveys, Inc., dated, October 29, 2021.



- 01 REMOVE TOPSOIL, TREES, BUSHES AND ANY OTHER UNSUITABLE MATERIALS IN PROJECT AREA AND PREPARE SITE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- 02 REMOVE EXISTING CONCRETE CURB, SIDEWALK & 18" OF PAVEMENT FOR SITE ACCESS.
 - SAWCUT FOR CLEAN EDGE.
 - SEE SHEET C-2.0 FOR NEW CURB AND SIDEWALK INSTALLATION DETAILS.
- 03 REMOVE EXISTING DRIVEWAY ACCESS
 - SAWCUT AT EXISTING JOINTS FOR CLEAN EDGE.
 - SEE SHEET C-2.0 FOR NEW CURB AND SIDEWALK INSTALLATION DETAILS.
- 04 REMOVE EXISTING PAVEMENT AND CURB & GUTTER AND PREPARE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- 05 BUILDING TO BE COMPLETELY DEMOLISHED - REMOVE ALL EXISTING BUILDINGS, CANOPY'S, SCREEN WALLS, DUMPSTER ENCLOSURE & ANY ASSOCIATED MATERIALS ON SITE PER LOCAL, STATE AND NATIONAL REGULATIONS.
- 06 REMOVE EXISTING SITE SIGNAGE & BASE.
- 07 REMOVE EXISTING FENCE AS NEEDED TO INSTALL NEW SCREEN WALL.
 - SEE SHEET C-2.0 FOR DETAILS.
- 08 RETAIN AND PROTECT EXISTING UTILITIES FOR POSSIBLE RE-USE.
 - SEE SHEET C-4.0 FOR NEW UTILITY INSTALLATION DETAILS.
- 09 REMOVE DRAINS, MANHOLES, ELECTRICAL BOXES, AND WATER METER PER LOCAL, STATE AND NATIONAL REGULATIONS.
 - SEE SHEET C-4.0 FOR NEW UTILITY INSTALLATION DETAILS.
- 10 REMOVE EXISTING UTILITY LATERALS PER LOCAL, STATE AND NATIONAL REGULATIONS.
 - SEE SHEET C-4.0 FOR NEW UTILITY INSTALLATION DETAILS.
- 11 REMOVE ALL EXISTING SIDEWALK ALONG 4TH STREET NW & DOUGLAS MACARTHUR ROAD
 - SAWCUT AT EXISTING JOINTS FOR CLEAN EDGE.
 - SEE SHEET C-2.0 FOR NEW CURB AND SIDEWALK INSTALLATION DETAILS.
- 12 REMOVE GAS METER.
 - CONTRACTOR TO COORDINATE WITH NEW MEXICO GAS COMPANY
- 13 REMOVE EXISTING UTILITY POLES AND RELOCATE ELECTRICAL AS NEEDED.
 - COORDINATE REMOVAL & NEW UTILITY ROUTING WITH CITY OF GALLUP ELECTRICAL DEPARTMENT.

●	PROPERTY MONUMENT	🔥	EX. FIRE HYDRANT
🌳	DECIDUOUS TREE	🔧	EX. WATER VALVE
🚦	EX. STREET SIGN	🚰	EX. SANITARY MANHOLE
🚧	EX. UTILITY POLE	🚧	EX. CURB INLET
💡	EX. LIGHT POLE	🔌	EX. ELECTRIC TRANSFORMER
🕒	EX. GAS METER	🕒	EX. WATER METER
🚶	EX. UTILITY PEDESTAL	🚰	EX. SAN CLEANOUT
🚪	EX. PULL BOX	📶	EX. SIGNAL BOX
🚪	EX. ELECTRIC CABINET	📶	EX. TELEPHONE MANHOLE
🚧	EX. BOLLARD	🚰	EX. STORM CLEANOUT
🚰	EX. STORM MANHOLE	🚶	EX. CROSSWALK SIGNAL

 EX. EASEMENT

_____ - 0000 - _____	EX. CONTOUR
=====	EX. SANITARY SEWER
_____ W _____ W _____	EX. WATER MAIN
=====	EX. STORM SEWER
_____ G _____ G _____	EX. GAS MAIN
_____ OHU _____	EX. OVERHEAD UTILITY LINES
_____ T _____ T _____	EX. TELEPHONE LINE
_____ E _____ E _____ E _____	EX. UNDERGROUND ELECTRICAL
_____ FO _____ FO _____ FO _____	EX. UNDERGROUND FIBER OPTIC

[illegible]

SITE DEVELOPMENT PLANS FOR
CHAMPION XPRESS
CAR WASH
5307 4TH STREET NW
CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

BURKHARDT
ENGINEERS ▸ SURVEYORS



Design: RJM	Proj: 21.262
Draw: MCM	Dwg: 21-262.dwg
Check: RJM	Tab: C1.1-EC-D
Scale: 1" = 20'	

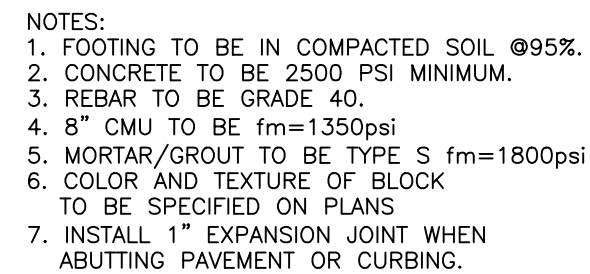
Date: 06.14.2022

Sheet:

EXISTING
CONDITIONS &
DEMOLITION PLAN

Sheet No.:

C-1.1



PER PLAN

4"

1" R

6"

PER PLAN

6"

ELEV. PER PLAN

6"

6" x 6"-10 / 10 W.W.F.

#4 CONT. TOP & BOTTOM

Detailed description: This is a technical elevation drawing of a window frame. The frame is rectangular with a total width of 6 feet and a total height of 6 feet, with a note indicating it is for a 10 W.W.F. (Window Wall Form). The drawing shows the frame's profile with a 1-inch radius (1" R) at the top corners. The top and bottom edges are labeled 'PER PLAN'. The left and right edges are labeled 'PER PLAN'. The frame is supported by a base, with a note indicating it is a #4 CONT. TOP & BOTTOM. The drawing includes various dimension lines and arrows pointing to specific parts of the frame.

PLANNING AND ZONING REQUIREMENTS

Reference: City of Albuquerque Integrated Development Code
 Zone: "MX-M" Mixed Use - Medium Intensity Zone District
 Proposed Use: Car Wash

Front: 5 ft. (min.)
Side, Interior: 0 ft. (min.)
Side, Street: 5 ft. (min.)
Rear: 15 ft. (min.)

PLANNING / ZONING / BUILDING
City of Albuquerque - Planning Department
Contact: Brennan Williams
Telephone: 505.924.3860
Email: bnwilliams@cabq.gov

City of Albuquerque - Traffic Department
Contact: MARWA AL NAJJAR
Telephone: 505.924.3675
Email: malnajjar@cabq.gov

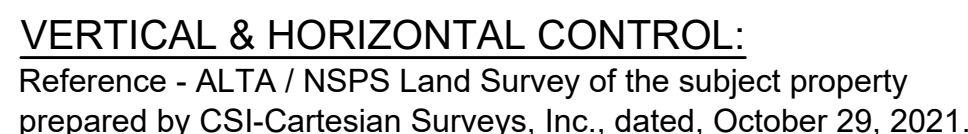
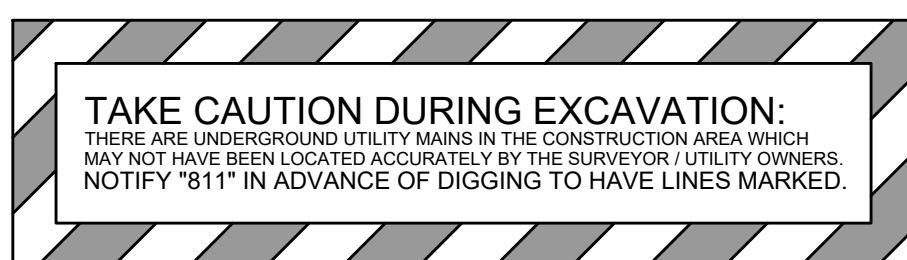
SANITARY SEWER / WATER
Albuquerque Bernalillo County Water Utility Authority
Contact: Robert Strong
Telephone: 505.261.4429
Email: rstrong@abcwua.org

City of Albuquerque - Planning Hydrology Department
Contact: Renee Brissette
Telephone: 505.924.3995
Email: rbrissett@cabq.gov

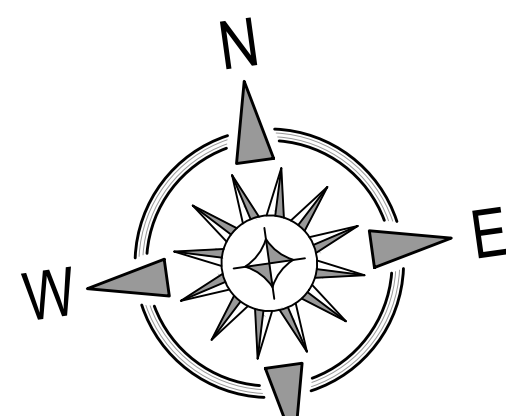
New Mexico Gas Company
Contact: Jacob Gallegos
Telephone: 505.697.3120
Email: Jacob.Gallegos@nmqco.com





PNM (Public Service
Company of New Mexico)
Contact: Chase LeJeune
Telephone: 505-362-4180
Email: Chase.LeJeune2@pnm.com

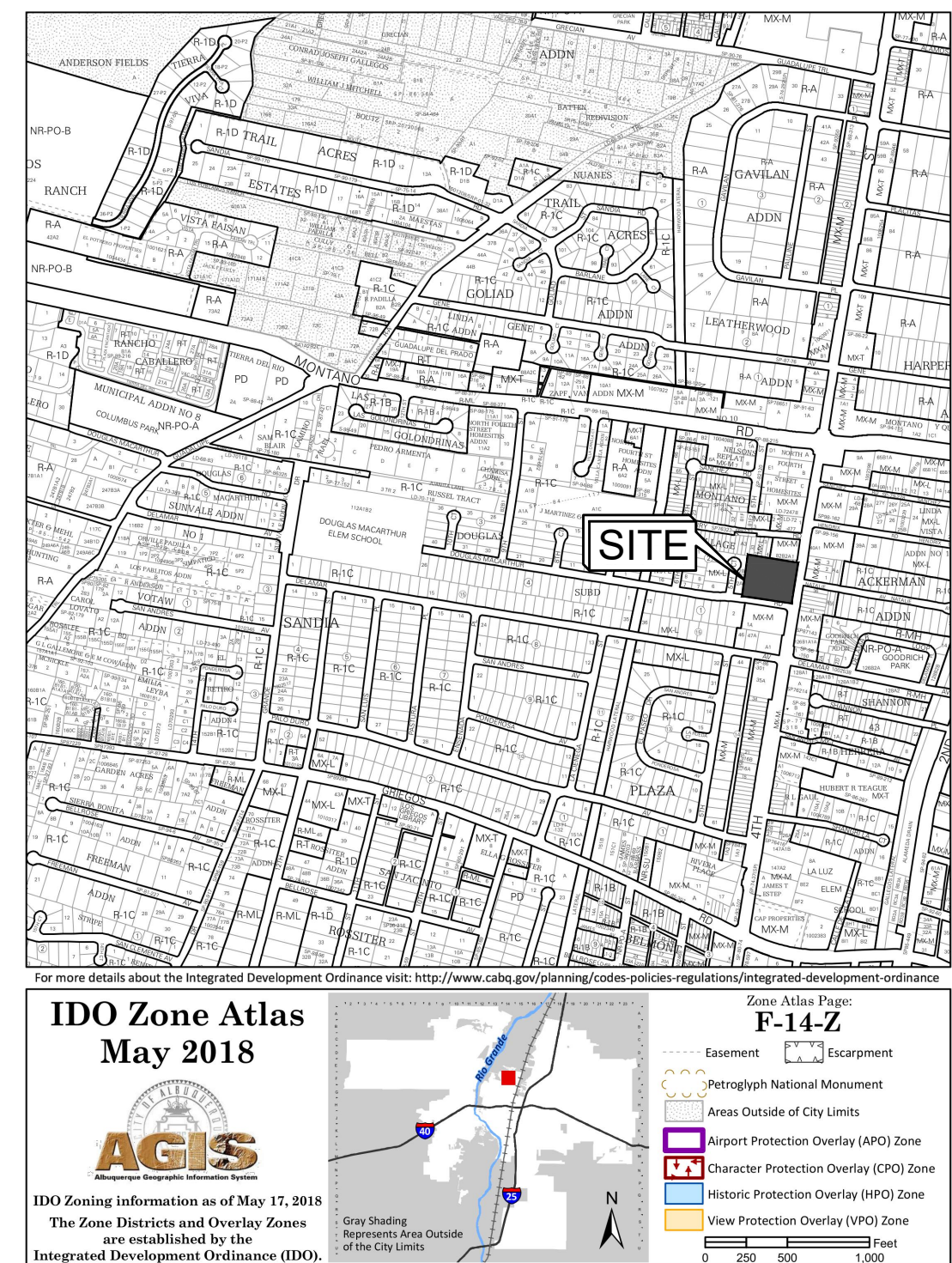
CenturyLink
Contact: Customer Service
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WORK WITHIN PUBLIC RIGHT-OF-WAY
REQUIRES DRC-APPROVED PLANS.

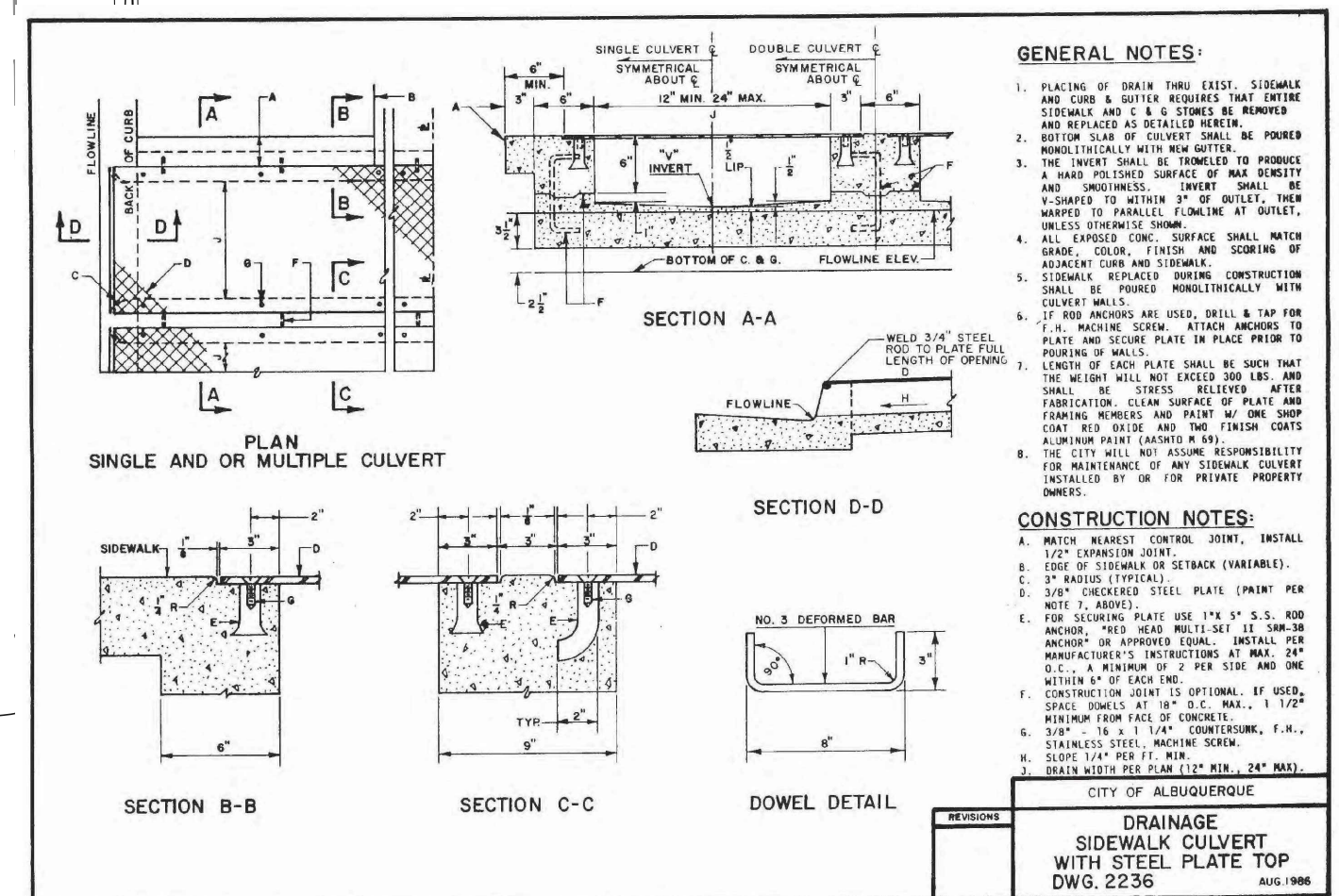


GRADING LEGEND	
M/E	MATCH EXISTING PAVEMENT GRADE
S/W	SIDEWALK PAVEMENT
T/C	TOP-OF-CURB
P/V	CONCRETE PAVEMENT
F/F	FINISHED FLOOR GRADE
F/L	FLOW LINE OF 3' CURB CUT
	SHEET FLOW
	GUTTER FLOW
+00.00	PROP. SPOT ELEVATION
 0000	PROP. CONTOUR
	LANDSCAPE AREA



Project will include the demolition and removal of existing structures, vegetation, pavement, etc. as necessary to construct a new Champion Xpress Car Wash and its associated pavement, parking facilities, utilities, landscaping, signage and any other proposed improvements which are needed to service the site.

Address: 5307 4th Street NW, Albuquerque NM, 87107
 Legal Description: Lot 1, Block 2 Douglas MacArthur Subdivision and Tract 112-A-2
 M.R.G.C.D Map 32
 Area: 1.1155 acres
 Zoning: Mixed Use - Moderate Intensity Zone District
 Overlay District: CPO-9 Overlay & the UC-MS-PT Plan
 Flood Zone Designation: FIRM # 35001C0119G, effective date: February 4, 2011
 Zone "X": Areas of reduced flood risk due to levee...



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

1. Build sidewalk culvert per COA STD DWG 2236. Work is permitted and inspected by DMD Construction Services Division.
2. An excavation permit will be required before beginning any work within City Right-of-Way.
3. All work on this project shall be performed in accordance with applicable federal, state and local laws, rules and regulations concerning construction safety and health.
4. Prior to any excavation, the contractor must contact New Mexico One Call, dial "811" [of (505) 260-1990] for the location of existing utilities.
5. Prior to construction, the contractor shall excavate and verify the locations of all obstructions. Should a conflict exist, the contractor shall notify the engineer so that the conflict can be resolved with a minimum amount of delay.
6. Backfill compaction shall be 95%.
7. Maintenance of the facility shall be the responsibility of the owner of the property being served.
8. Work on arterial streets may be required on a 24-hour basis.
9. For excavation and barricading inspections, contact DMD Construction Services Division.

STORM WATER MANAGEMENT NOTES:

Existing Lot Coverage - 100% pervious
Proposed Lot Coverage - 72% impervious / 28% landscaping

Net Increase in Storm Water Runoff due to Development

Methodology:
Albuquerque Development Process Manual
Chapter 6, Section 2, Part A;

"A simplified procedure for projects with sub-basins smaller than 40 acres has been developed based on initial abstraction / uniform infiltration precipitation losses and Rational Method procedures."

The proposed infiltration basin has an emergency overflow that outlets to 4th St. NW at lower release rates than the existing conditions as shown in the table below. The Access road from the South partially drains into the Basin and the area south of the building does not. In calculating the Tributary area of the Basin, these two areas were considered offsetting.

Precipitation Zone:
Precipitation Zone 2: "Between the Rio Grande and San Mateo"

Drainage Summary:
Area = 1.06 acre (Tributary Area to Basin)
Treatment C (Desert Landscaping Area) - 28% = 0.30 acres
Treatment D (Impervious Area) - 72% = 0.76 acres
100-year peak Discharge Rate = 4.05 cfs/acre (Table 6.2.14)

Q₁₀₀ = 4.05 cfs (Proposed)
Q₁₀₀ = 2.71 cfs (Existing 100-year Discharge Rate)

Provided Detention Storage Volume:			
Elevation	Contour Area	Incremental Vol.	Σ Volume
(ft)	(sq-ft)	(cu-ft)	(cu-ft)
4,972	56	0	0
4,973	517	286	286
4,974	1,989	1,253	1,539
4,975	4,447	3,218	4,757
4,975.55	5,998	3,299	8,056

*Average End Area Method used to calculate storage volumes.

V₁₀₀ = 7,581 cu-ft (6-hour 100-year Storage Volume)
*Table 6.2.13 & Equation 6.1

Provided Volume exceeds Required Volume (min.)

Site Overflow Check (Sidewalk Culvert)

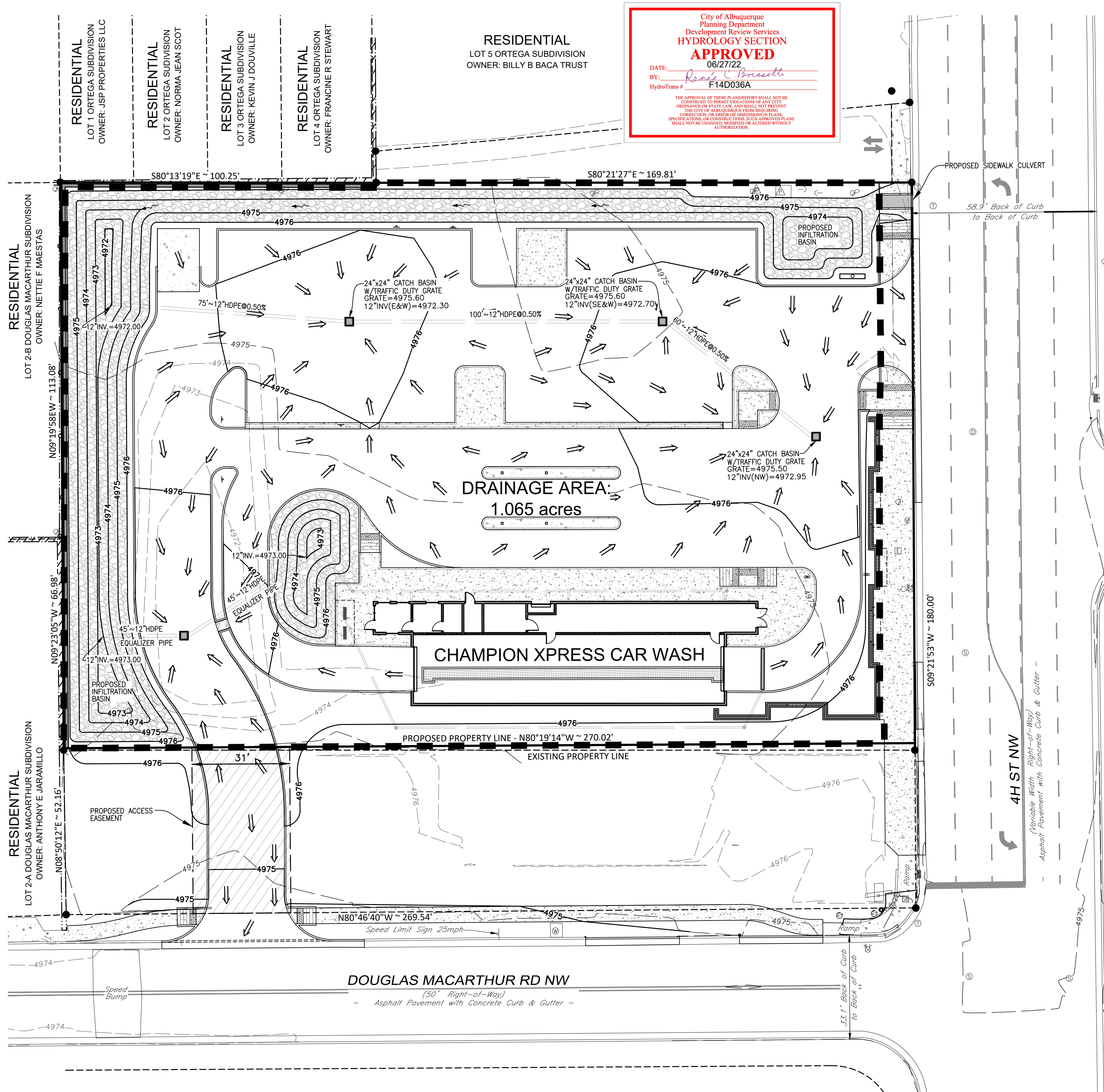
In an emergency the infiltration basin would overflow through a 4" wide sidewalk culvert and discharge on 4th street. Proposed Q-100 = 4.05 cfs

Solving for H @ (Q = 4.05) , H = 0.23' < 0.5'

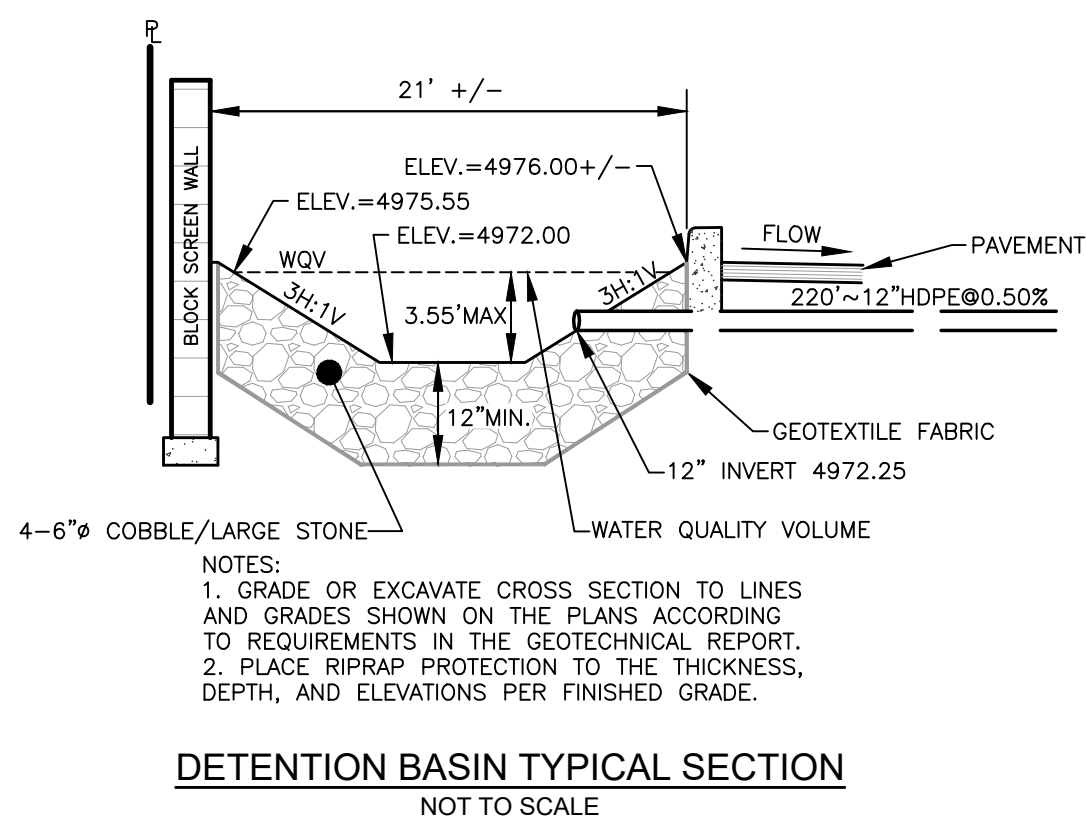
*Height was solved using $Q = CLH^{5/3}$, (C=2.7), (L=4')

Storm Water Quality Volume (WQV) = Impervious Area x 0.42 inches
WQV = 1,211 cu-ft (Required)
WQV = 8,056 cu-ft (Provided)

No adverse effects to neighboring properties or public right-of-way is anticipated due to site development.



VERTICAL & HORIZONTAL CONTROL:
Reference - ALTA / NSPS Land Survey of the subject property prepared by CSI-Cartesians Surveys, Inc., dated, October 29, 2021.



GENERAL GRADING, EARTHWORK & DRAINAGE NOTES

1. All spot elevations indicated in pavement areas are at bottom face of curb and/or finished pavement grade unless noted otherwise. All spot elevations indicated in grass or landscape areas are finished grade unless noted otherwise.
2. The Contractor shall be responsible for the removal and disposal of all vegetation and organic materials from the site that results from clearing & grubbing activities.
3. The Contractor shall be responsible for stripping and removal of all excess topsoil from the site. All topsoil that cannot be used on site shall be removed from the site at the Contractor's expense. The Contractor may dispose of excess topsoil by burying topsoil in landscape areas only at the direction of the Owner or the Owner's Representative.
4. The Contractor will be responsible for all safety requirements and for the protection of all existing and proposed utilities or structures during earthwork procedures.
5. The Contractor shall be responsible for the import of structural fill materials if suitable material is not available on site. The location and testing of suitable material shall be the Contractor's responsibility. The Contractor shall be responsible for the export and disposal of all excess or unsuitable materials.
6. The Contractor shall provide construction dewatering as necessary to complete construction as outlined in plans.
7. The Contractor shall exercise extreme care in establishing all grades and slopes in pavement areas, ramps and sidewalks in the vicinity of handicap parking and access areas and shall comply with Federal, State, and Local Codes.
8. In areas where sheet drainage flows from grass or landscape areas onto paved areas, the finished grade in grass or landscape areas shall be 1/2 inch above the top of curb or above the pavement in areas without curb. In areas where sheet drainage flows from pavement to grass or landscaped areas, the finished grade in grass or landscape areas shall be 1/2 inch below the pavement.
9. The Contractor shall provide positive drainage in all areas and away from all buildings.
10. All pavement shall be laid on a straight, even, and uniform grade with a minimum of 1:100 (1.0%) slope toward the collection points unless otherwise specified on plans. Cut or fill slopes in unpaved areas shall not exceed 3:1 (33.3%) maximum grade unless otherwise noted on plans.
11. ADA accessible areas shall not exceed the following slopes:
 - Ramps - 1:12 (8.3%) max.
 - Routes - 1:20 (5.0%) max.
 - Parking - 1:50 (2.0%) max.
 - Cross Slopes - 1:50 (2.0%) max.
12. The Contractor shall adjust tops/lids/grates of all cleanouts, manholes, inlets, valves, etc. to match final grade.
13. Following grading of subsoil to subgrade elevations, the Contractor shall provide 4" of topsoil (minimum) in all disturbed areas which are not to be paved. Final grades should be smoothly finished to surrounding areas and ensure positive drainage. Stockpiled topsoil shall be screened prior to respreading and should be free of subsoil, debris, and stones.
14. The Contractor shall be responsible for determining exact quantities of cut and/or fill for estimating and construction and should alert the Engineer of any excessive cut and/or fill, especially if additional cut and/or fill will be required due to poor existing soil conditions discovered during earthwork operations.
15. Refer to the Architectural and Structural Plans for information regarding any perimeter foundation drains.
16. The Contractor shall obtain a copy of the Geotechnical / Soils Report and become thoroughly familiar with site and subgrade information and fully implement recommendations given therein.

GRADING LEGEND

M/E	MATCH EXISTING PAVEMENT GRADE
E/P	EDGE-OF-PAVEMENT (NO CURB)
S/P	SIDEWALK PAVEMENT
T/C	TOP-OF-CURB
G/P	CONCRETE PAVEMENT
C/P	GUTTER FLOW LINE
F/F	FINISHED FLOOR GRADE
T/G	CONVEYOR TRENCH GRATE ELEVATION
F/L	FLOW LINE OF 3' CURB CUT
←	SHEET FLOW
↖	GUTTER FLOW
+00.00	PROP. SPOT ELEVATION
0000	PROP. CONTOUR
[Pattern]	LANDSCAPE AREA
[Pattern]	ROCK LINER / RIP-RAP



SITE DEVELOPMENT PLANS FOR
CHAMPION XPRESS CAR WASH
5307 4TH STREET NW
CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO



Design: RJM Proj: 21.262
Draw: MCM Dwg: 21-262.dwg
Check: RJM Tab: C3.1-GP

Scale: 1" = 20'
Date: 06.14.2022

Sheet: GRADING PLAN

Sheet No.: C-3.1



Know what's below.
Call before you dig.

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