

CIVIL ENGINEERING SERVICES

P.O. Box 1302, Fairview, TN 37062

Office: (615) 624-3294

June 11, 2024

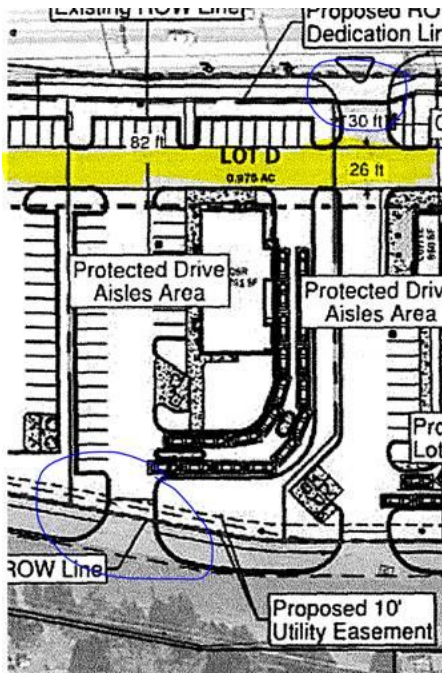
Dear Marwa:

Civil Engineering Services, PC (CES) is in receipt of your comments. Below are our responses to your comments. Please include this document in your review of the proposed development engineering plans.

1. Please highlight the access easement agreement on the Declaration of Easement Record, as I couldn't locate it.

Response 1: On recorded plat see General Notes number 7, this references document number 2021116117 and 2022036399 both are attached in submittal. See section 4.1 of 2021116117, *2021 09 27 Yale & Gibson Declaration Recorded*.

2. Proposed site plan must be matched with the recorded plat. include site accesses off Gibson blvd and Miles Rd. on the site plan.



Response 2: The image above shows lot D, our site is on Lot C-2 which does not have any accesses on Miles or Gibson. Please see Attachment, *2023 05 18 Plat Lot C Split Rcd*

3. This access doesn't shown on the approved plat.



Response: This access has been removed, see Site Plan C03.0.

4. Key note 58: please provide approval record.

Response: Please see attached Development approved grading plan, *2023 02 14 Conceptual G&D Rev Plan City Approved*

5. Provide a copy of Solid Waste approval.

Response 5: Solid Waste approval provided, see attachment, *2040 Gibson Blvd SE--Panda Express-Solid Waste Approval-05-16-24*

6. Approved TIS is required prior to approve the TCL.

Response 6: TIS approved, see attached, *2040 Gibson Blvd. SE Traffic Scoping Form Panda Express*

Thank you,

Lee Pennington
Project Manager
Civil Engineering Services, PC
P.O. Box 1302
Fairview, Tennessee 37062

PROJECT CONTACTS

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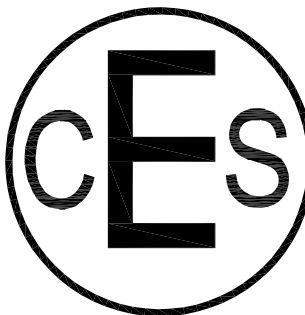
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Engineering, Land Planning, and Environmental

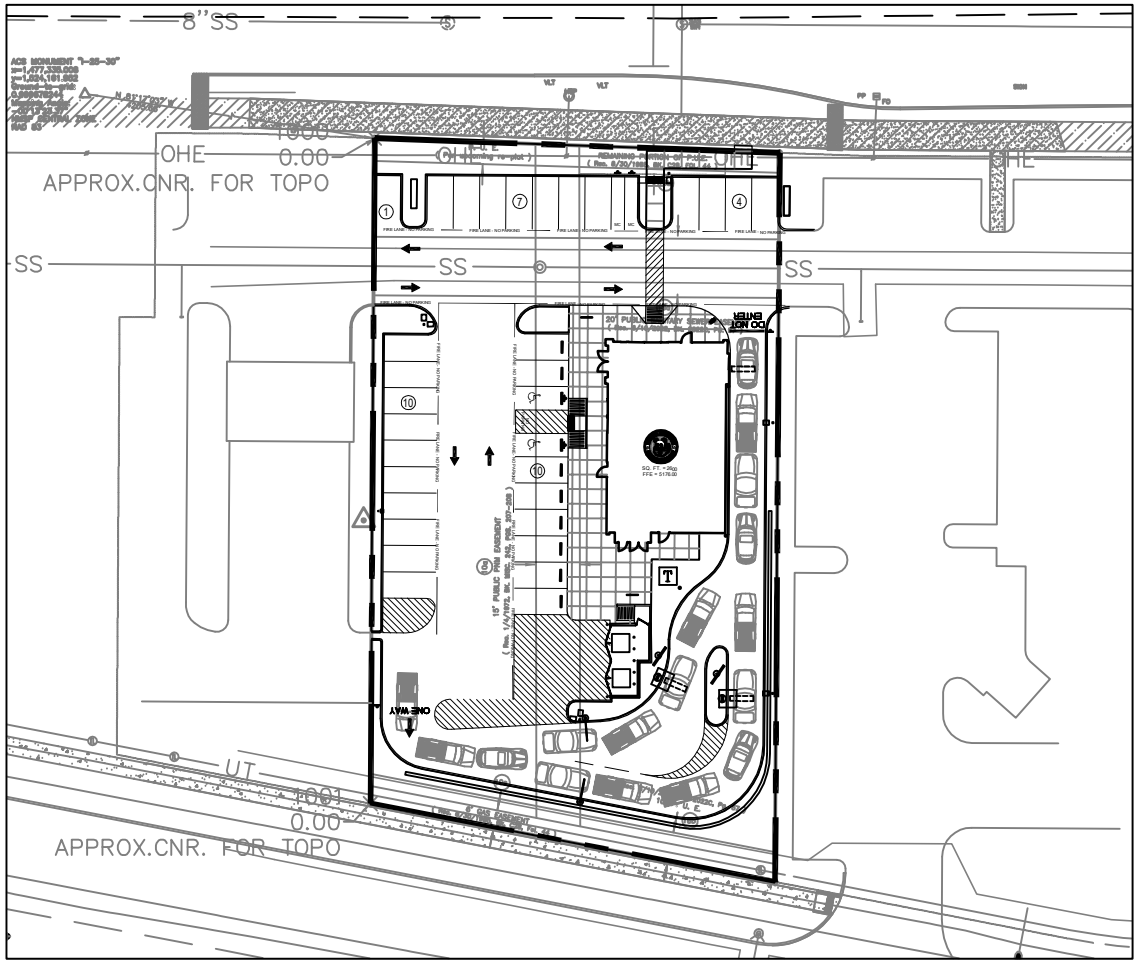
CIVIL CONSTRUCTION PLANS
FOR



PANDA EXPRESS

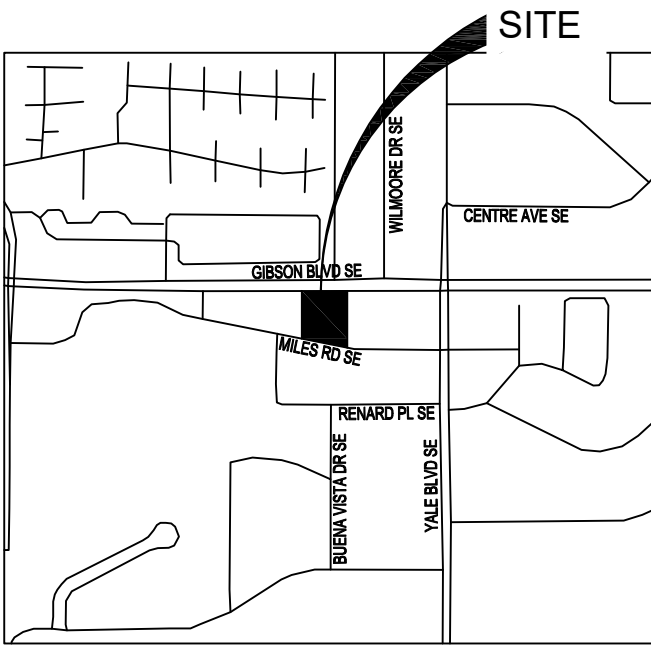
GIBSON AND YALE BLVD.
ALBUQUERQUE, NM 87106

PREPARED FOR:
PANDA EXPRESS INC.
1683 WALNUT GROVE AVE.
ROSEMEAD, CALIFORNIA 91770



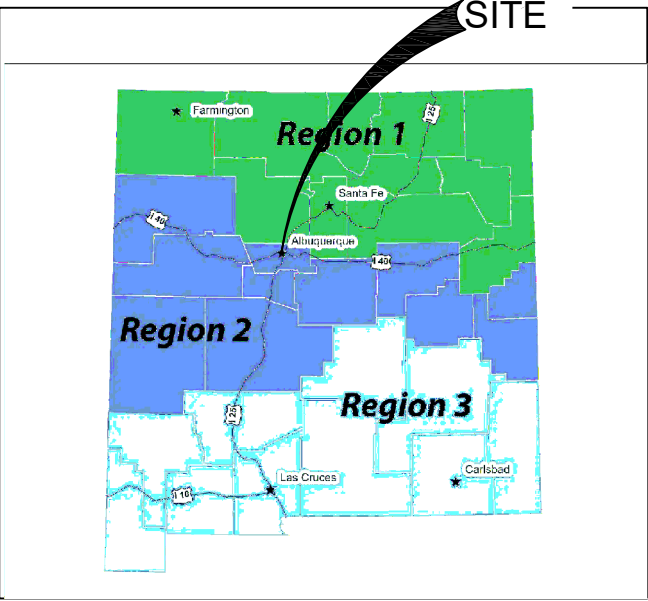
SITE MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE



REGIONAL MAP

NOT TO SCALE

GENERAL NOTES

THIS SITE HAS BEEN DESIGNED TO MEET CITY OF ALBUQUERQUE, NM. STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION

THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT, DURING CONSTRUCTION, UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATION OF THOSE SHOWN MAY BE DIFFERENT FROM LOCATIONS DESIGNATED ON THE CONTRACT DRAWINGS. IN AREAS WHERE IT IS NECESSARY THAT EXACT LOCATIONS BE KNOWN OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE POSITION OF UNDERGROUND UTILITY LINES.

BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY OTHERS. CIVIL ENGINEERING SERVICES AND THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE THIS INFORMATION SHOWN.

SITE DATA TABLE

JURISDICTION:
ALBUQUERQUE
ZONING:
NR-C

REQUIRED BUILDING SETBACKS:
FRONT (S)=5'
REAR (N)=0'
SIDE (W)=0'
SIDE (E)=0'

BUILDING:
HEIGHT = 23.25'
SPRINKLERS - NONE

CONSTRUCTION TYPE:
VB

SITE ACREAGE:
PANDA EXPRESS = 33,020 SF / 0.76 ACRES

FLOOR AREA RATIO:
PANDA EXPRESS = 2,621 SF BLDG /
SITE AREA 33,022 = 7.94%

IMPERVIOUS SURFACE RATIO
SITE TOTAL SQ FEET = 33,020 SF
PAVEMENT/SIDEWALKS = 24,035 SF
TOTAL BUILDING = 2,621 SF
TOTAL PERVIOUS = 6,211 SF
TOTAL IMPERVIOUS = 26,809 SF / 33,020 =
81.19%

PARKING
8 SPACE PER 1000 SF OF FLOOR AREA
PARKING REQUIRED = 21
REQUIRED MOTORCYCLE PARKING = 2
REQUIRED BICYCLE PARKING = 3
TOTAL PARKING PROVIDED = 32

REQUIRED PARKING SETBACKS:
FRONT (N)=5'
REAR (S)=0'
SIDE (W)=0'
SIDE (E)=0'

FLOOD HAZARD:
F.I.R.M. MAP NO.

SHEET INDEX									
NO.	TITLE	ISSUE 01 - (PERMIT/BID) 01/25/2024							
C01.0	CIVIL COVER SHEET	●							
C01.1	GENERAL NOTES	●							
1 OF 1	ALTA/ACSM SURVEY (BY OTHERS)	●							
C02.1	DEMOLITION PLAN	●							
C03.0	SITE PLAN	●							
C03.1	HARDSCAPE DETAILS I	●							
C03.2	HARDSCAPE DETAILS II	●							
C03.3	HARDSCAPE DETAILS III	●							
C04.0	UTILITY PLAN	●							
C04.1	UTILITY DETAILS	●							
C05.0	GRADING PLAN	●							
C06.0	EROSION CONTROL PLAN	●							
C06.1	EROSION CONTROL DETAILS	●							
LS101	LANDSCAPE PLAN	●							
LS102	LANDSCAPE PLAN	●							
LS103	LANDSCAPE PLAN	●							

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REVISIONS:

ISSUE DATE:

1ST SUBMITTAL	01-25-24
2ND PERMIT/BID	03-25-24

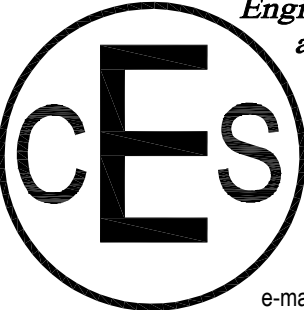
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PANDA PROJECT #: S8-25-D26003
PANDA STORE #: D26003



06/10/2024

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COVER SHEET

C01.0

UTILITY NOTES

1.

ALL SEWER, ELECTRIC, AND TELEPHONE SERVICE LINES AND EXTENSIONS ARE TO BE CONSTRUCTED TO THE RESPECTIVE UTILITY COMPANY SPECIFICATIONS. UTILITY DISCONNECTIONS TO BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.
2.

THE GENERAL CONTRACTOR IS PARTICULARLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN HEREON IS BASED ON UTILITY COMPANY RECORDS, AND WHERE POSSIBLE, FILLED MEASUREMENTS. THE CONTRACTOR SHALL NOT RELY UPON THIS INFORMATION AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS PRIOR TO THE EXCAVATION AND REQUEST FIELD VERIFICATION OF UTILITY LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE EXISTING UTILITIES CONFLICTING WITH IMPROVEMENTS SHOWN HEREON IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
3.

BEFORE INSTALLATION OF WATER LINES, STORM SEWERS OR SANITARY SEWERS, THE CONTRACTOR SHOW EXCAVATE AND VERIFY ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT HE IS NOT NOTIFIED OF DESIGN CONFLICTS PRIOR TO CONSTRUCTION.
4.

ALL SEWER CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LOCAL SERVICE PROVIDER SEWER SPECIFICATIONS AND DETAILS (LATEST REVISIONS).
5.

ALL SEWER SERVICE LINES, SHALL BE TESTED BY THE CONTRACTOR. THE TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE LOCAL SERVICE PROVIDER REPRESENTATIVE.
6.

THE CONTRACTOR SHALL PAY ANY APPLICABLE WATER AND SEWERAGE SERVICES INSPECTION FEES.
7.

THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, REPAIR ANY DAMAGE, ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTORS EXPENSE, AND COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
8.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES AND GAS LINES DO NOT CONFLICT WITH SANITARY SEWERS, SANITARY SEWER SERVICES OR STORM SEWERS.
9.

WATER SERVICE PIPE SHALL BE POLYETHYLENE (PE), DR9. LOCATION AND SIZE OF WATER SERVICE SHALL BE SHOWN ON THE UTILITY PLAN, IN COORDINATION WITH REPRESENTATIVES OF THE LOCAL WATER AUTHORITY.
10.

SEWER SERVICE SHALL BE 6" DIAMETER NON-PRESSURE POLYVINYL CHLORIDE PIPE (PVC) CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKETS. INSTALL IN THE LOCATIONS SHOWN HERE ON.
11.

CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND ELECTRICAL WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN THE CLOSE PROXIMITY OF THE ABOVE NOTED WIRES, THE ELECTRIC COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD AND UNDERGROUND WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION.
12.

THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT, DURING CONSTRUCTION, UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATIONS OF THOSE SHOWN MAY BE DIFFERENT FROM LOCATIONS DESIGNATED ON THE CONTRACT DRAWINGS. IN AREAS WHERE IT IS NECESSARY THAT EXACT LOCATIONS BE KNOWN OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS NECESSARY TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE POSITION OF UNDERGROUND UTILITY LINES.
13.

THE DEVELOPER IS TO SCHEDULE A PRECONSTRUCTION CONFERENCE WITH THE CONTRACTOR, THE DEVELOPERS ENGINEER, THE CITIES REPRESENTATIVE AND THE CITIES ENGINEER.
14.

DO NOT SCALE THIS DRAWING AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
15.

REMOVE ALL FOUNDATIONS, UNDERGROUND TANKS, PAVING, BASE ETC. IF REMAINING, BEFORE BEGINNING CONSTRUCTION.
16.

FILL ALL PLANTERS/ISLANDS TO TOP OF CONCRETE CURB WITH TOPSOIL. TOPSOIL TO BE CLEAN AND FREE OF DEBRIS, ETC.
17.

THESE PLANS, PREPARED BY CIVIL ENGINEERING SERVICES, DID NOT EXTEND TO OR INCLUDE SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE CIVIL ENGINEERING SERVICES REGISTERED PROFESSIONAL ENGINEER HERE ON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED INTO THESE PLANS. CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS WHICH MAY BE REQUIRED BY U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND/OR LOCAL REGULATIONS.
18.

IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND/OR THE SPECIFICATIONS. THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR CLARIFICATION.
19.

ANY AND ALL FEES, LICENSES AND PERMITS NECESSARY FOR THIS CONSTRUCTION ARE TO BE OBTAINED PRIOR TO THE INITIATION OF CONSTRUCTION AND THE COST OF SAME TO BE BORNE BY THE CONTRACTOR.
20.

FOR WATER SERVICE ALL CORPORATION STOPS SHALL CONFORM TO LOCAL SERVICE PROVIDER SPECS.
21.

FITTINGS SHALL BE BRASS, CAST AND MACHINED IN ACCORDANCE WITH AWWA C800 AND AWWA C901, WITH COMPATIBLE PIPE CONNECTIONS.
22.

SERVICE SADDLES AND ANCHORS SHALL CONFORM TO ALL SERVICE PROVIDER SPECIFICATIONS.
23.

ALL SEWER SERVICE FITTINGS AND ACCESSORIES SHALL BE MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR PRIOR-APPROVED EQUAL.
24.

BEDDING AND INITIAL BACKFILL OVER SEWER MAINS AND SERVICES SHALL CONFORM TO THE GEOTECHNICAL REPORT RECOMMENDATIONS OR LOCAL SERVICE PROVIDER RECOMMENDATION WHICH EVER IS MORE STRICT.
25.

ALL UTILITY SERVICES IN EXISTING ROADS SHALL BE INSTALLED BY BORING. ALL TRENCHES IN EXISTING PARKING LOTS SHALL UTILIZE A CLEAN SAW CUT AND SHALL BE BACKFILLED (100%) TO FINAL SUBGRADE WITH #57 STONE. REPAIR ROADS PER CITY REQUIREMENTS.

UTILITY NOTES CONTINUED

28.

REINFORCED CONCRETE PIPE (RCP); O-RING SHALL CONFORM TO ASTM C 76 (CLASS III, UNLESS OTHERWISE SPECIFIED) AND AASHTO M 170 STANDARD SPECIFICATIONS. AND ASTM C 443 STANDARD SPECIFICATIONS FOR JOINTS FOR RCP USING RUBBER GASKETS.
29.

ELLIPTICAL RCP SHALL CONFORM TO ASTM C 507 (CLASS III) AND AASHTO M 207 STANDARD SPECIFICATIONS.
30.

HDPE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M 25 (3"-10"), M 294 (12" AND LARGER), TYPE S (CORRUGATED OUTSIDE - SMOOTH INSIDE, 4" - 60"), AND MP 7 (60" TYPE S).
31.

BELL/SPIGOT GASKET FOR HDPE PIPE SHALL BE SOIL/SILT TIGHT PER AASHTO SECTION 26 WITH RUBBER GASKET MEETING ASTM F 477.
32.

PVC STORM SEWER PIPE (12" OF LESS) AND FITTINGS SHALL BE NON-PRESSURE PVC CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.
33.

REPAIR ALL DAMAGE TO EXISTING FEATURES(I.E. DRIVES, ROADS, YARDS, LANDSCAPING, ETC.) TO PRECONSTRUCTION CONDITION.
34.

COORDINATE THE EXACT LOCATION OF ALL UTILITIES ENTERING THE BUILDING WITH THE PLUMBING PLANS PROVIDED BY OTHERS.
35.

THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION AND CONSTRUCTION ISSUED BY AGC OF AMERICA.
36.

SOME UTILITIES CAN BE LOCATED BY CALLING THE XXXXX ONE CALL. THE CONTRACTOR SHALL CALL "811", PRIOR TO PROCEEDING WITH ANY EXCAVATION.
37.

REPAIR EXISTING PAVEMENT, CURBS, WALKS, LANDSCAPING, ETC. THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES TO A LIKE NEW CONDITION AT NO ADDITIONAL COST TO THE OWNER.
38.

THE PROPOSED GAS LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE LOCAL GAS COMPANY BY THE CONTRACTOR.
39.

THE PROPOSED ELECTRIC LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE LOCAL ELECTRIC COMPANY BY THE CONTRACTOR.
40.

THE PROPOSED TELEPHONE LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE LOCAL TELEPHONE COMPANY BY THE CONTRACTOR.
41.

THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
42.

PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATION'S AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED AROUND UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTORS OPERATIONS.
43.

FIRE HYDRANT ASSEMBLIES (IF REQUIRED ON THESE PLANS) INCLUDE THE APPROPRIATE SIZED TEE (WITH KICKER), 6" LINE TO HYDRANT, 6" GATE VALVE (WITH VALVE BOX), AND FIRE HYDRANT (WITH KICKER). HYDRANT SHALL BE INSTALLED AT LOCATION SHOWN ON THE PLANS.
44.

BACKFLOW PREVENTION DEVICE FOR THE DOMESTIC WATER SERVICE SHALL BE LOCATED INSIDE THE BUILDING UNLESS OTHERWISE SPECIFIED IN THESE PLANS. COORDINATE WITH LOCAL SERVICE PROVIDER.
45.

MAINTAIN 18" MINIMUM VERTICAL CLEARANCE AT UTILITY CROSSING.

GRADING & DRAINAGE NOTES

1.

SEE LANDSCAPE PLAN FOR REQUIRED TREES AND GROUND COVER.
2.

SLOPE OF SURFACE GRADE SHALL BE A MINIMUM OF 1.00%
3.

MAXIMUM CUT OF FILL SLOPES IS 2H:1V.
4.

THE CONTRACTOR SHALL PROVIDE CLEAN, SUITABLE MATERIAL FOR REQUIRED FILL. SHOULD A SUFFICIENT QUANTITY OF SUITABLE MATERIAL NOT BE AVAILABLE FROM THE REQUIRED EXCAVATION ON THE SITE.
5.

ALL FILL SHOULD BE PLACED IN THIN, HORIZONTAL LOOSE LIFTS (MAXIMUM 6-INCH) AND COMPACTED TO AT LEAST 98 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). THE UPPER 8 INCHES OF SOIL BENEATH PAVEMENTS AND SLAB-ON-GRADE SHOULD BE COMPACTED TO GEOTECHNICAL RECOMMENDATIONS AND MUST BE CERTIFIED BY A NEW MEXICO REGISTERED PROFESSIONAL SOILS ENGINEER PRIOR TO THE INSTALLATION OF PAVEMENTS, CURBS, SIDEWALKS OR FOOTINGS OF ANY TYPE.
6.

DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE FULLY CONSTRUCTED AND OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
7.

LENGTH OF RIP-RAP PADS AT PIPE OUTLET STRUCTURES TO BE A MINIMUM LENGTH OF (6) SIX TIMES THE DIAMETER OF THE PIPE.
8.

JURISDICTIONAL LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.

EROSION CONTROL NOTES

1.

SEDIMENT BARRIERS AND CONSTRUCTION ENTRANCE SHALL BE PLACED AS INDICATED ON THE PLAN PRIOR TO ANY GRADING WORK.
2.

DUST CONTROL ON SITE SHALL BE KEPT WITHIN ACCEPTABLE LIMITS BY SPRINKLING WITH WATER OR OTHER ACCEPTABLE METHODS.
3.

MAXIMUM SLOPES SHALL NOT EXCEED 3:1. CUT AND FILL SLOPES 3:1 SHALL BE STABILIZED BY EROSION CONTROL FABRIC, HYDROSEEDING, SOD, OR OTHER ACCEPTABLE METHODS.
4.

ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY BEFORE GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTORS RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
5.

THE LOCATIONS OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS CONSTRUCTION PROGRESSES TO MAINTAIN A FUNCTIONAL EROSION CONTROL SYSTEM.
6.

ANY FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED FOR ANY REASON SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
7.

EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST DAILY DURING PROLONGED PERIODS OF CONTINUOUS RAINFALL.
8.

EROSION CONTROL DEVICES SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONAL EROSION CONTROL SYSTEM.
9.

EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED AND THEN REMOVED SO THAT DRAINAGE OF THE SITE IS NOT IMPEDED.
10.

ANY CUT OR FILL SLOPES 3:1 OR GREATER SHALL BE STABILIZED WITHIN 7 DAYS OF COMPLETING WORK ON THE SLOPES.
11.

CLEAN SILT BARRIERS WHEN THEY ARE APPROXIMATELY 50% OBSTRUCTED BY SEDIMENT OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. SILT BARRIERS SHALL BE REPLACED AS EFFECTIVENESS IS SIGNIFICANTLY REDUCED.
12.

TOPSOIL SHALL BE RE-SPREAD A MINIMUM DEPTH OF 6" OVER ALL DISTURBED AREAS.
13.

AREAS THAT HAVE BEEN STRIPPED, CUT SLOPES, FILL SLOPES OR AREAS OTHER WISE DISTURBED SHALL HAVE PERMANENT STABILIZATION APPLIED PER LANDSCAPE PLAN. PERMANENT STABILIZATION SHALL BE PLACED PRIOR TO ACCEPTANCE OF FINAL GRADING.
14.

REMOVE SEDIMENT FROM ALL DRAINAGE STRUCTURES PRIOR TO ACCEPTANCE BY THE OWNER.

DEMOLITION NOTES

1.

PRIOR TO COMMENCEMENT OF DEMOLITION THE CONTRACTOR WILL COORDINATE HIS ACTIVITIES WITH ALL THE UTILITY COMPANIES SERVING THIS AREA. CONTRACTOR IS TO COORDINATE FULLY WITH UTILITY COMPANIES ON EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
2.

THE CONTRACTOR IS TO COMPLETELY REMOVE AND DISPOSE OF ALL STRUCTURES AND BUILDINGS THAT ARE SO INDICATED INCLUDING FOUNDATIONS, TIMBER AND BRUSH, EXCEPT AS OTHERWISE INDICATED; STUMPS AND ROOTS; EXISTING PAVEMENT; OTHER STRUCTURES AS SHOWN OR REASONABLY IMPLIED IN THE DRAWINGS.
3.

EXCEPT IN AREAS WHERE EXISTING TREES SHALL BE PRESERVED, A MINIMUM DEPTH OF REMOVAL SHALL BE (2) FOOT BELOW SUBGRADE, IN ROADWAY AREAS AND TO ORIGINAL SOILS ELSEWHERE. WHERE EXISTING BUILDINGS ARE TO BE DEMOLISHED, ALL TRACES OF FOUNDATIONS AND UNDERGROUND UTILITIES ARE TO BE REMOVED (UNLESS OTHERWISE NOTED ON PLANS). THE CONTRACTOR IS RESPONSIBLE FOR PROPER DISPOSAL OF ALL WASTER MATERIAL.
4.

WHERE PAVING OR STRUCTURES ARE TO BE REMOVED WHICH ABUT OR ARE A PART OF CONNECTED FACILITIES (THAT ARE OFF-SITE), RESTORATION OF ANY DAMAGE THAT MIGHT RESULT FROM DEMOLITION IS TO BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
5.

THE LOCATION OF ALL EXISTING UTILITIES, STORM DRAINAGE AND TREES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION AND IS GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE OWNER OR ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF DEMOLITION THE CONTRACTOR SHALL VISIT THE SITE AND DETERMINE THE EXISTENCE & LOCATION OF ALL STRUCTURES, UTILITIES & TREES SHOWN OR NOT SHOWN ON THE PLANS, WHICH WOULD NEED TO BE REMOVED OR PRESERVED.
6.

THE CONTRACTOR IS TO COORDINATE THE RELOCATION OR REMOVAL OF ALL OVERHEAD/UNDERGROUND UTILITIES, UTILITY POLES, LIGHTS AND LINES IN THE RIGHT-OF-WAY AND ON THE PROPERTY WITH THE APPROPRIATE PROVIDER.
7.

THE CONTRACTOR SHALL REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS DISTURBED DURING CONSTRUCTION. (UNDER THE DIRECTION OF A REGISTERED LAND SURVEYOR IN THE STATE OF THE PROJECT SITE)
8.

REMOVE AND DISCARD ALL EXISTING ASPHALT PAVEMENT AND BASE MATERIAL AT LEAST 6" BELOW ASPHALT WITHIN THE LIMITS SHOWN. EXISTING SUBBASE MATERIAL MAY BE REUSED PROVIDED IT IS STABILIZED AND COMPACTED PER THE TYPICAL PAVEMENT DETAIL.
9.

PRIOR TO COMMENCEMENT OF DEMOLITION, CONTRACTOR SHALL OBTAIN ANY DEMOLITION PERMITS REQUIRED.

GENERAL NOTES

1.

THE CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING AND GRUBBING WHICH CONSISTS OF CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, RUBBISH, AND SUCH MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, IS UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
2.

THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
3.

ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ALL JURISDICTIONAL BODIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
4.

EXISTING A. C. PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EDGE COATED WITH TAR AS REQUIRED BY THE CITY STREETS DEPARTMENT.
5.

ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE.
6.

CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THE REQUIREMENTS OF ITEM #5 AT THE REQUEST OF THE AGENCY AND/OR THE ENGINEER.
7.

ALL COSTS OF RETESTING FOR PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
8.

ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTORS ACCOUNT. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
9.

THE GENERAL CONTRACTOR IS PARTICULARLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF THE EXISTING UTILITIES SHOWN HEREON IS BASED ON UTILITY COMPANY RECORDS, AND WHERE POSSIBLE, FIELD MEASUREMENTS. THE CONTRACTOR SHALL NOT RELY UPON THIS INFORMATION AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION OF UTILITY LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE EXISTING UTILITIES CONFLICTING WITH IMPROVEMENTS SHOWN HEREON IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS GOVERNING SUCH PREPARATIONS
10.

ALL MATERIAL PLACED AS FILL OR BACKFILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE PER THE STANDARD PROCTOR METHOD (ASTM D 698) - SEE GEOTECHNICAL REPORT
11.

IN THE CASE OF CONFLICT BETWEEN THIS DRAWING AND ANY OTHER DRAWING AND/OR THE SPECIFICATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR CLARIFICATION.
12.

ALL LOT DIMENSIONS, EASEMENTS AND CERTAIN OFF-SITE EASEMENTS ARE TO BE TAKEN FROM THE FINAL PLAT PREPARED BY THE SURVEYOR.
13.

OVER EXCAVATION AND ADDITIONAL GRANULAR BACKFILL MAY BE REQUIRED IN HIGH GROUNDWATER AREAS WHICH ARE TO BE DETERMINED BY THE FIELD INSPECTOR OR OWNER.



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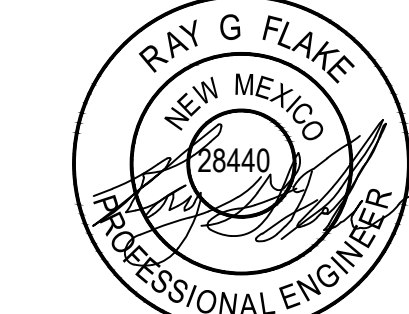
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1ST SUBMITTAL	01-25-24
2ND PERMIT/BID	03-25-24

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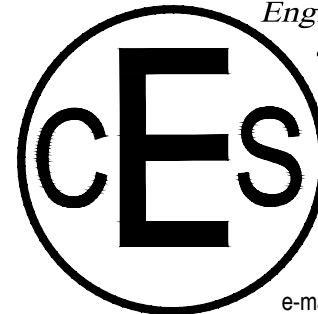
PANDA PROJECT #: S8-25-D26003

PANDA STORE #: D26003



06/10/2024

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PANDA EXPRESS

2040 GIBSON BLVD SE
ALBUQUERQUE, NM 87106

GENERAL NOTES

C01.1

SITE DATA TABLE

JURISDICTION:
ALBUQUERQUE
ZONING:
NRC

REQUIRED BUILDING SETBACKS:
FRONT (S)=0'
REAR (N)=0'
SIDE (W)=0'
SIDE (E)=0'

BUILDING:
HEIGHT = 23.25'
SPRINKLERS - NONE

CONSTRUCTION TYPE:
VB

SITE ACREAGE:
PANDA EXPRESS = 33,020 SF / 0.76 ACRES

FLOOR AREA RATIO:
PANDA EXPRESS = 2,621 SF BLDG /
SITE AREA 33,022 = 7.94%

IMPERVIOUS SURFACE RATIO
SITE TOTAL SQ FEET = 33,020 SF
PAVEMENT/SIDEWALKS = 24,035 SF
TOTAL BUILDING = 2,621 SF
TOTAL PERVIOUS = 6,211 SF
TOTAL IMPERVIOUS = 26,809 SF / 33,020 =
81.19%

PARKING
8 SPACE PER 1000 SF OF FLOOR AREA
PARKING REQUIRED = 21
REQUIRED MOTORCYCLE PARKING = 2
REQUIRED BICYCLE PARKING = 3
TOTAL PARKING PROVIDED = 32

REQUIRED PARKING SETBACKS:
FRONT (N)=5'
REAR (S)=0'
SIDE (W)=0'
SIDE (E)=0'

FLOOD HAZARD:
F.I.R.M. MAP NO.

FIRE ONE NOTE:
ACCESS AND LOADING: IFC D102.1, AN APPROVED FIRE APPARATUS ACCESS ROADS SHALL HAVE AN ASPHALT, CONCRETE, OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS.
ENGINEERING DATA: IFC 503.2.3.1, ENGINEERING DATA SHALL BE SUBMITTED TO SUBSTANTIATE WEIGHT-BEARING CAPACITY AND ALL-WEATHER DRIVING CAPABILITIES FOR FIRE APPARATUS ACCESS ROADS.
GRADE IFC D103.2, FIRE APPARATUS ACCESS ROADS SHALL NOT EXCEED 10 PERCENT IN GRADE

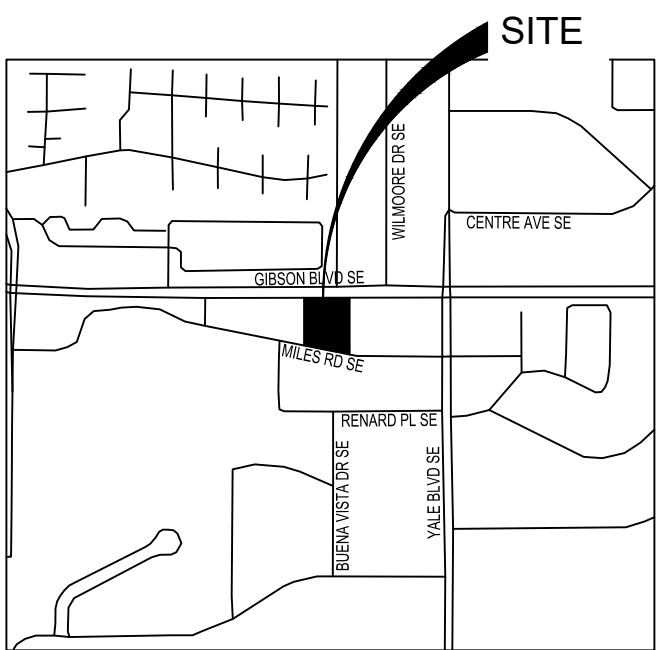
CONSTRUCTION NOTE:
DESIGN OF THE PANDA EXPRESS SITE, AS SHOWN IN THESE PLANS, ARE BASED UPON THE PROPOSED CONSTRUCTION PLANS FOR THE SUBJECT PROPERTY AND SURROUNDING SITE WORK. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS, UTILITIES, AND SITE FEATURES PRIOR TO ANY WORK DONE. NOTIFY OWNER/ENGINEER OF ANY CONFLICTS WITH DESIGN PRIOR TO ANY WORK DONE.

ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER AT THE DEVELOPER'S EXPENSE. SEE CITY OF ALBUQUERQUE DETAIL 2430

ALL DISTURBED AREAS SHALL BE STABILIZED PER THE LANDSCAPE PLAN.

PROPOSED SITE LEGEND

- ⑧ PARKING STALL COUNT - SEE PLANS
- LIGHT DUTY CONCRETE PAVING - SEE DETAIL SHEET SECTION(C03.1)
- HEAVY DUTY CONCRETE PAVING - SEE DETAIL SHEET SECTION(C03.1)
- CONCRETE SIDEWALK - SEE DETAIL SHEET (C03.1)
- CONCRETE PAVING AT DUMPSTER ENCLOSURE AND DRIVE THRU PER GEOTECHNICAL REPORT
- ♿ HANDICAP PARKING
- DIRECTIONAL ARROWS
- PROPOSED CURB AND GUTTER AT CONCRETE - MONOLITHIC AT CONCRETE PAVEMENT - SEE DETAIL SHEET (C03.1)
- LIGHT POLE - SEE PHOTO METRIC PLAN - SEE LIGHT POLE BASE ON DETAIL SHEET(C03.1)



LOCATION MAP

NOT TO SCALE

GENERAL NOTES

SEE NOTES ON SHEET C01.1

SITE KEY NOTES:

PAVEMENT AND CURBING

- ① PROVIDE CURB AND GUTTER AT ASPHALT - MONOLITHIC CURB AT CONCRETE PAVEMENT - SEE DETAIL SHEET (C03.1)
- ② PROVIDE CONCRETE SIDEWALKS PER DETAIL SHEET (C03.2) - PROVIDE CONCRETE SIDEWALK WITH INTEGRAL CURB AT BUILDING AND PARKING PER DETAIL SHEET (C03.1)
- ③ HEAVY DUTY CONCRETE PAVING AT DRIVE THRU ISLE - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT (GRAY COLOR, LIGHT BROOM FINISH)
- ④ NEW HEAVY DUTY CONCRETE APRON AT DUMPSTER ENCLOSURE - SEE ARCHITECTURAL DETAIL SHEET - SEE DETAIL SHEET (C03.2)
- ⑤ LIGHT DUTY CONCRETE PAVING - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT
- ⑥ HEAVY DUTY CONCRETE PAVING - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT
- ⑦ SEALED CONC. SIDEWALK. (AQUA MIX SEALER'S CHOICE GOLD). CONCRETE TO BE LIGHT BROOM TEXTURE FINISH. PROVIDE UNDER SLAB TREATMENT PER SOIL REPORT. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. AND ALL SIDE WALKS.
- ⑧ EXPANSION JOINT - SEE GEOTECHNICAL REPORT FOR SPACING - SEE DETAIL SHEET (C03.2)
- ⑨ CONTROL JOINTS - SEE GEOTECHNICAL REPORT FOR SPACING - SEE DETAIL SHEET (C03.2)
- ⑩ CURB CUT - SEE DETAIL SHEET (C03.1)

PAVEMENT STRIPING / ADA FEATURES / TRAFFIC SIGNAGE

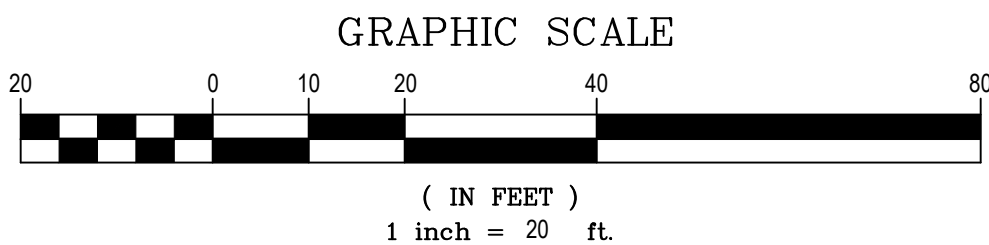
- ⑮ ADA ACCESSIBLE RAMP AT HANDICAP PARKING STALLS - SEE GRADING PLAN FOR ELEVATIONS - SEE HANDICAP PARKING ON DETAIL SHEET (C03.1)
- ⑮ ADA DETECTABLE WARNING AT EDGE OF PAVEMENT - SEE HANDICAP PARKING DETAIL ON DETAIL SHEET (C03.1)
- ⑮ HANDICAP AND VAN ACCESSIBLE PARKING LAYOUT, SIGNAGE, AND STRIPING - SEE DETAIL SHEET (C03.1)
- ⑮ ALL SITE DIRECTIONAL SIGNAGE, PAVEMENT STRIPING AND MARKINGS SHALL BE COORDINATED WITH PRG'S PROJECT MANAGER.
- ⑮ DO NOT ENTER SIGN PER MUTCD / LOCAL SPECS
- ⑮ 4" WIDE PARKING STRIPE PAINTED WHITE PER PDP & DC SPECS.
- ⑮ TRAFFIC ARROW PAINTED YELLOW - SEE DETAIL SHEET (C03.1)
- ⑮ STOP BAR PAINTED WHITE PER CITY SPECS.
- ⑮ STOP SIGN PER MUTCD SPECS - SEE DETAIL SHEET (C03.3)
- ⑮ 4" WIDE PARKING STRIPE, SPACED AT 2' O.C. AT 45° PAINTED YELLOW PER MUTCD SPECS.
- ⑮ BOLLARD PLAN - SEE DETAIL (C03.1)
- ⑮ FIRE LANE STRIPING PER CITY SPECS. - SEE FIRE ORDINANCES 503.3.1
- ⑮ MOTORCYCLE PARKING STALL PER CITY SPECS.

PANDA EXPRESS SITE FEATURES

- ⑮ DRIVE THRU LANE SENSOR LOOP SEE DETAIL - SEE ARCH DETAIL SHEET
- ⑮ NEW PAINTED SWITCHGEAR LOCATION - SEE ELECTRICAL PLANS
- ⑮ ORDER CONFIRMATION BOARD - SEE ARCH DETAIL SHEET
- ⑮ DRIVE THROUGH MENU BOARD-INSTALLED BY GC. VERIFY WITH PANDA P.M. - SEE ARCH DETAIL SHEET
- ⑮ CLEARANCE BAR INSTALLED BY SIGN VENDOR - RE: ELECTRICAL DRAWING FOR REQUIREMENTS, G.C. TO COORDINATE LOCATION WITH PRG P.M.
- ⑮ WHEEL STOP - GNR TECHNOLOGIES. "PARK-IT" 6" PARKING CURB #16201R (BLACK AND YELLOW) OR OWNER APPROVED EQUAL
- ⑮ TRASH ENCLOSURE, CONFIRM BIN SIZE WITH LOCAL WASTE MANAGEMENT COMPANY. (TYP. 6 YARD BIN) - SEE ARCH DETAIL SHEET
- ⑮ PROVIDE POLE MOUNTED SIGN (SEE SIGN DESIGN BY OTHERS)
- ⑮ LIGHT POLE - SEE PHOTO METRIC PLAN - SEE LIGHT POLE BASE ON DETAIL SHEET (C03.2)
- ⑮ ROOF DRAIN AND OVERFLOW DRAIN FROM ROOF UNDER CONCRETE FLATWORK TO FACE OF CURB - SEE M.E.P. PLANS
- ⑮ EDGE OF CONCRETE SIDEWALK AT PLANTER BED - SEE LANDSCAPE PLAN (L01.0)
- ⑮ "THANK YOU / DO NOT ENTER" SIGN - SEE DETAIL SHEET (C03.3)
- ⑮ "ONE WAY" SIGN PER MUTCD SPECS. - SEE DETAIL SHEET (C03.2)
- ⑮ MOTORCYCLE PARKING ONLY FREE-STANDING SIGN PER CITY SPECS. - SEE DETAIL SHEET (C03.2)

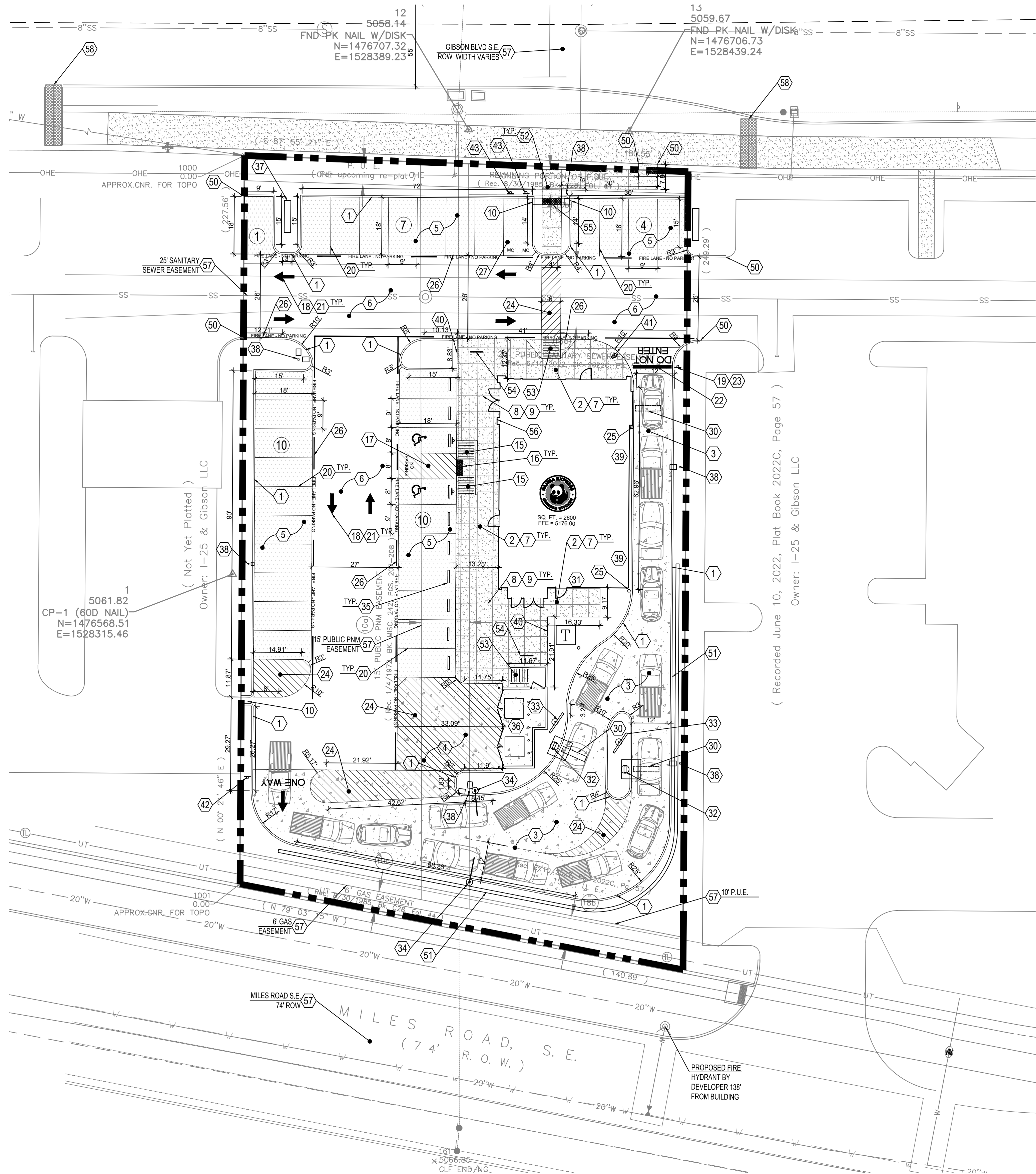
ADDITIONAL SITE FEATURES

- ⑮ MATCH MASTER PLAN GRADE
- ⑮ RETAINING WALL - SEE STRUCTURAL DETAILS
- ⑮ SIDEWALK PER CITY SPECS
- ⑮ ADA SIDEWALK RAMP - SEE DETAIL SHEET (C03.2)
- ⑮ BICYCLE HOOP U-LOCK-IT - SEE DETAIL SHEET (C03.2)
- ⑮ COVERED SIDEWALK FLUME - SEE DETAIL SHEET (C03.2)
- ⑮ KNOX-BOX - SEE ARCHITECTURAL DETAIL SHEET
- ⑮ EASEMENTS AND RIGHT OF WAYS
- ⑮ CURB CUT PROVIDED BY OTHERS



BM 24 -L16
ALBUQUERQUE CONTROL STATION
LOCATION: 1-3/4" METALLIC DISK EPOXIED TO
TOP OF CONCRETE CURB AT NINE INTERSECTION
OF GIBSON BLVD SE & YALE BLVD SE.
ELEVATION: 5191.306 (NAVD 88)

FLOOD STATEMENT:
THIS PROPERTY DOES LIE IN AN AREA COVERED BY A FORMAL F.E.M.A FLOOD STUDY. PROPERTY LIES WITHIN ZONE "X" (NO FLOOD HAZARD) AND IS NOT SUBJECT TO 100-YEAR FLOOD HAZARDS. REFERENCE: FLOOD INSURANCE RATE MAP, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO PANEL 350002 0361 G, EFFECTIVE DATE SEPTEMBER 26, 2008.



LEGAL DESCRIPTION:
LOT LETTERED "C-2" OF PLAT OF LOTS C-1 AND C-2, LOVELAKE HEIGHTS ADDITION, (BEING A REPLAT OF TRACT C, LOVELAKE HEIGHTS ADDITION), WITHIN SECTION 33, TOWNSHIP 10 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 MAY 18, 2023 IN PLAT BOOK 2023C, PAGE 37.

BUILDING NOTE:
ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER. SEE CITY STANDARD DRAWINGS



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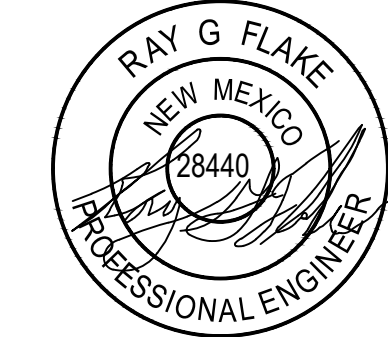
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PANDA PROJECT #: S8-25-D26003

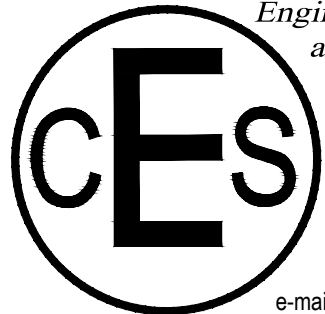
PANDA STORE #: D26003



06/10/2024

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PANDA EXPRESS

2040 GIBSON BLVD SE
ALBUQUERQUE, NM 87106

SITE PLAN

C03.0



REVISIONS:

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ISSUE DATE:


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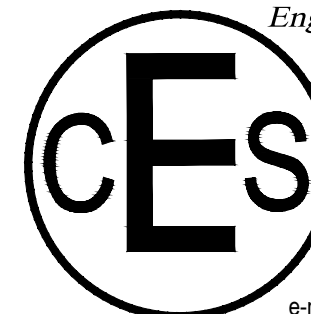
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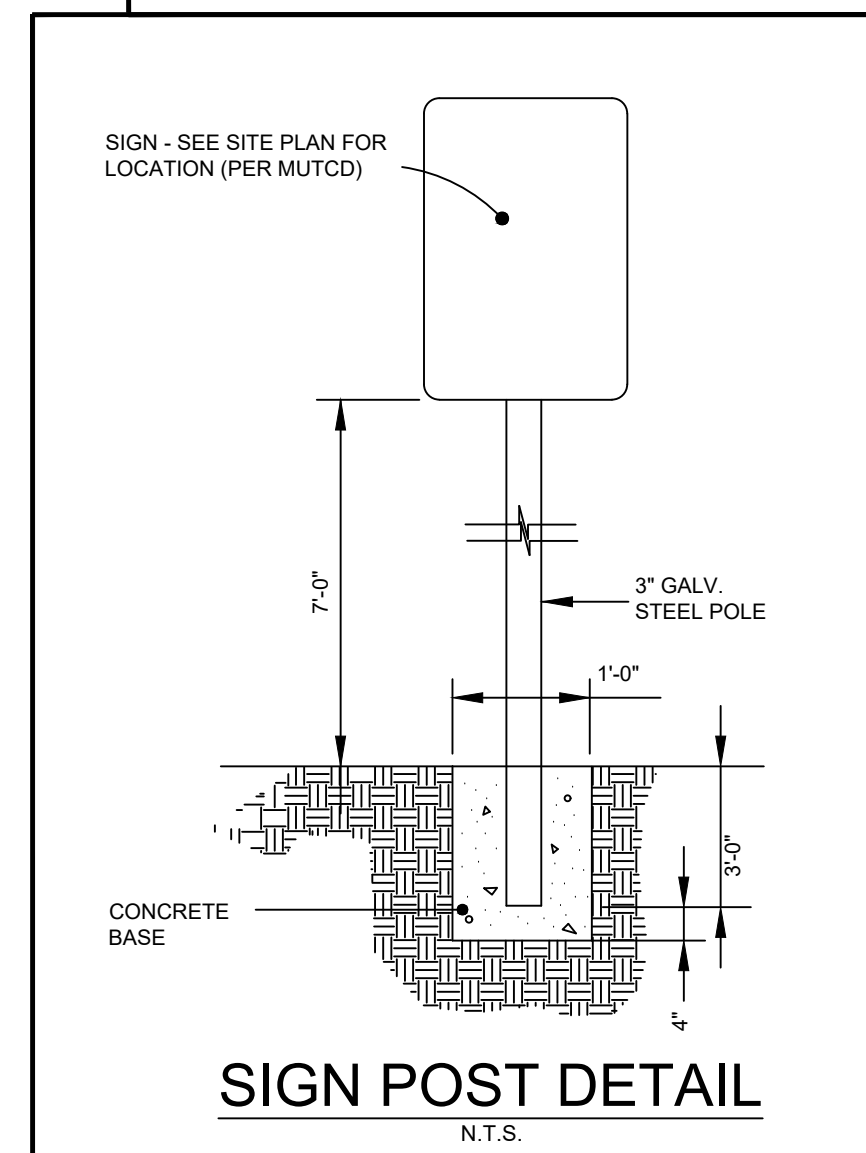
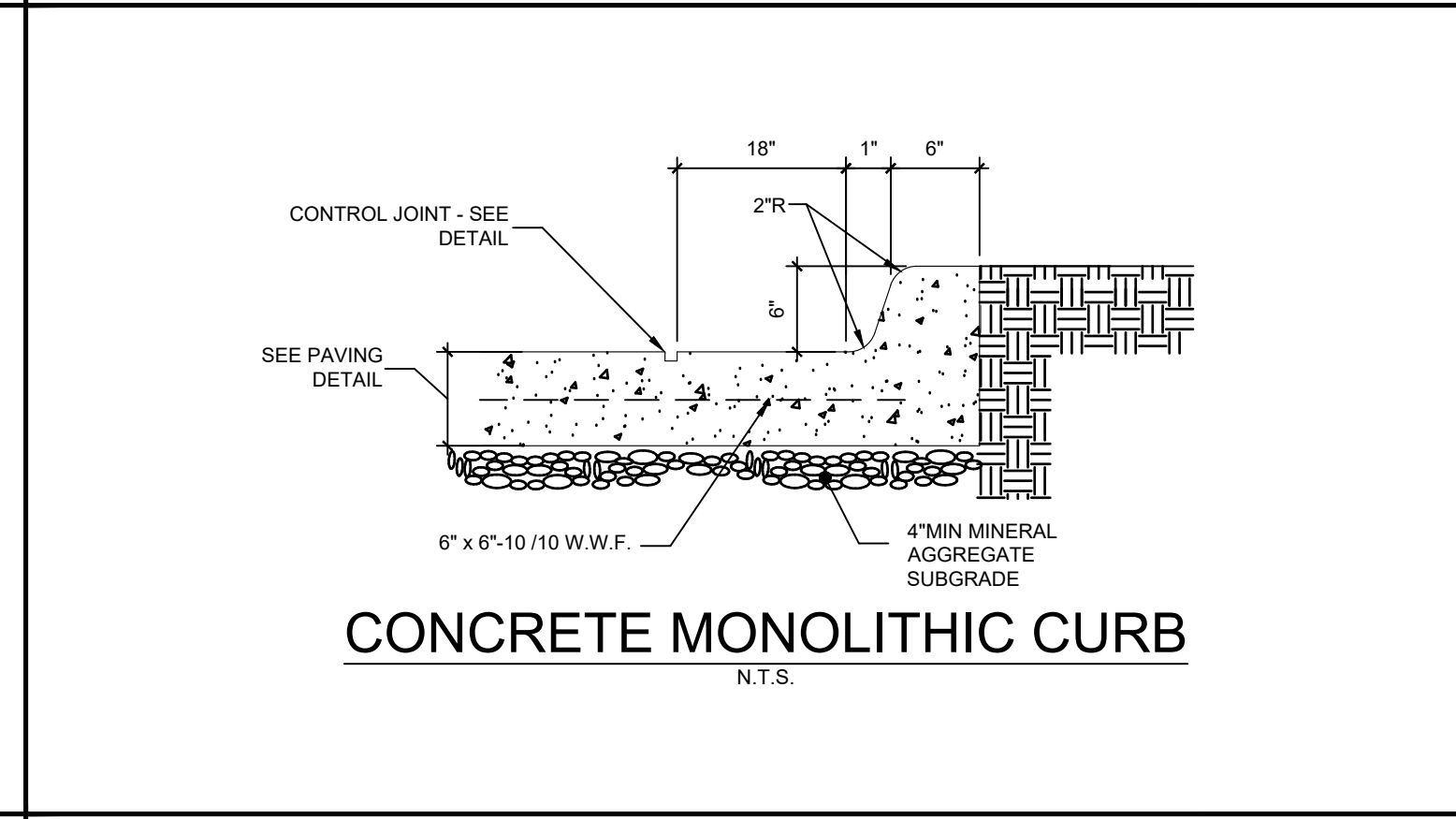
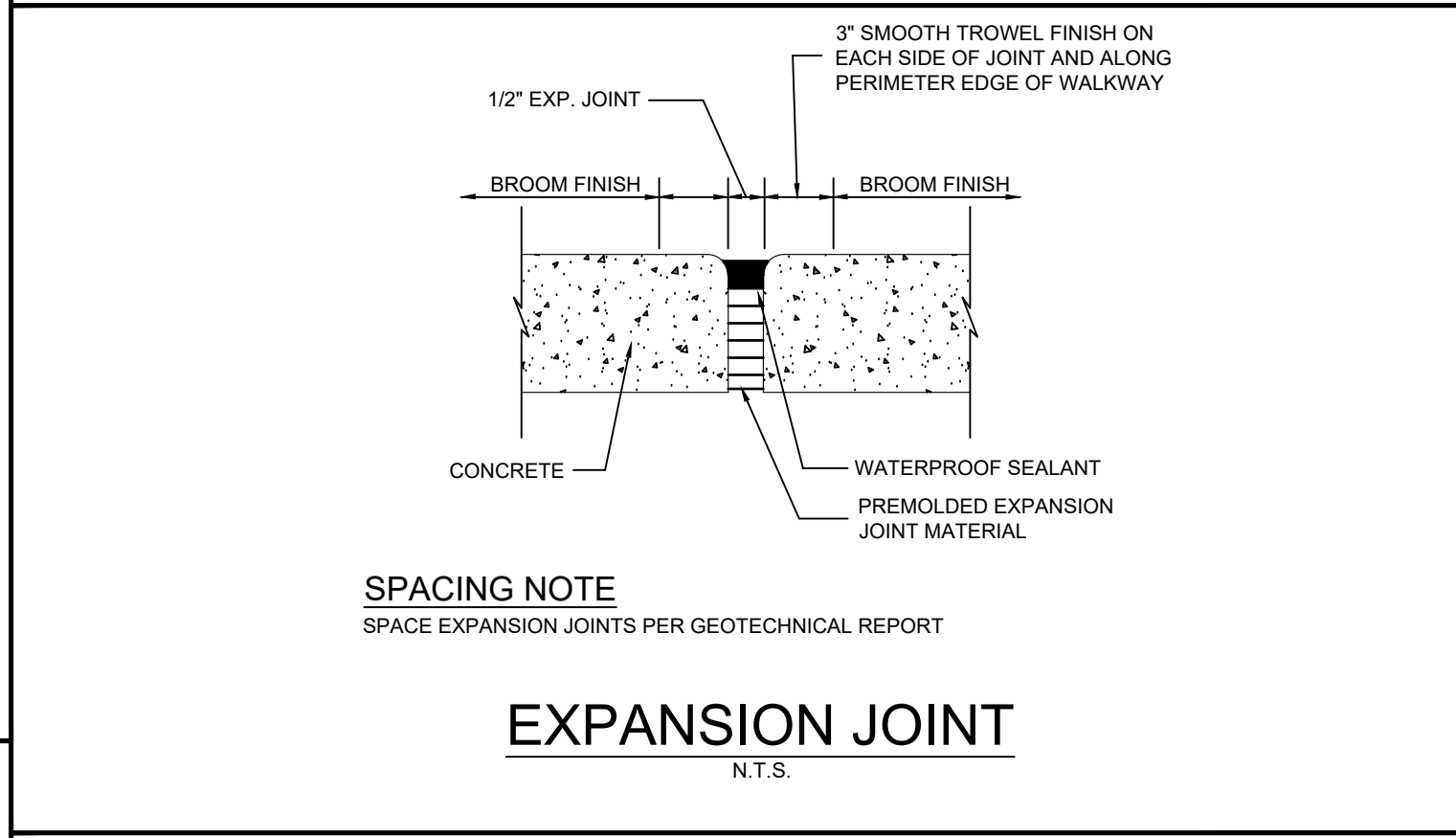
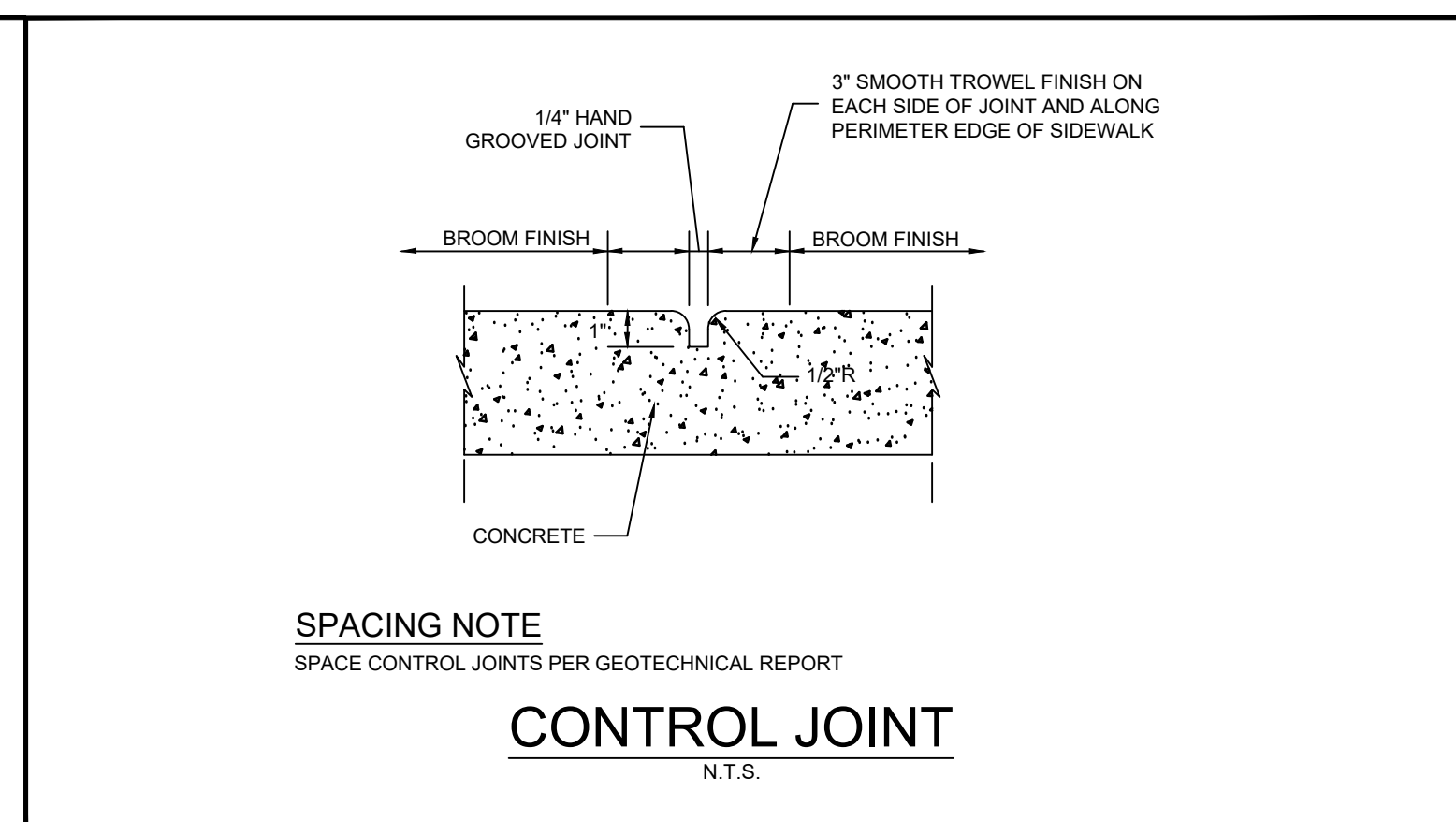
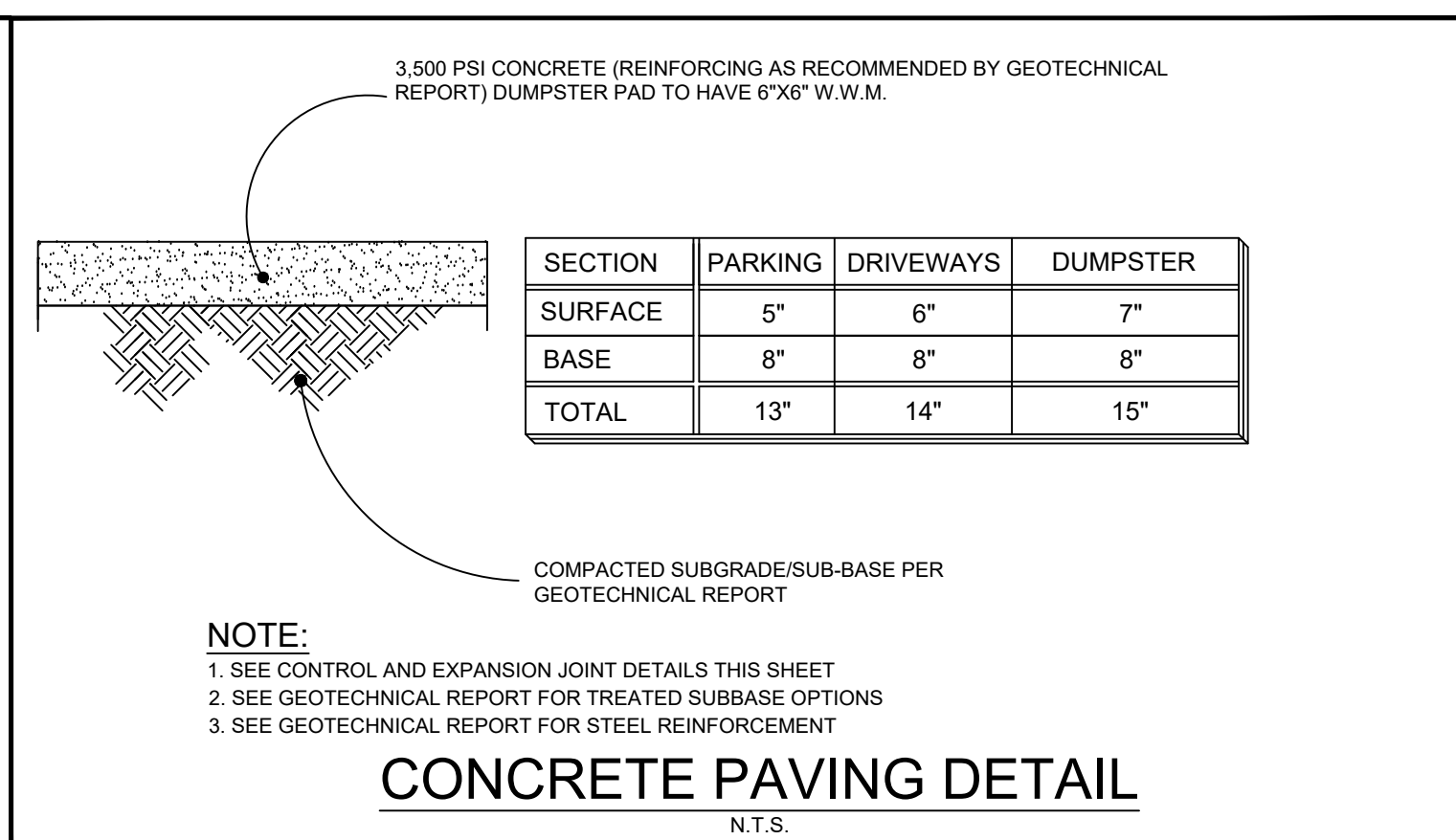
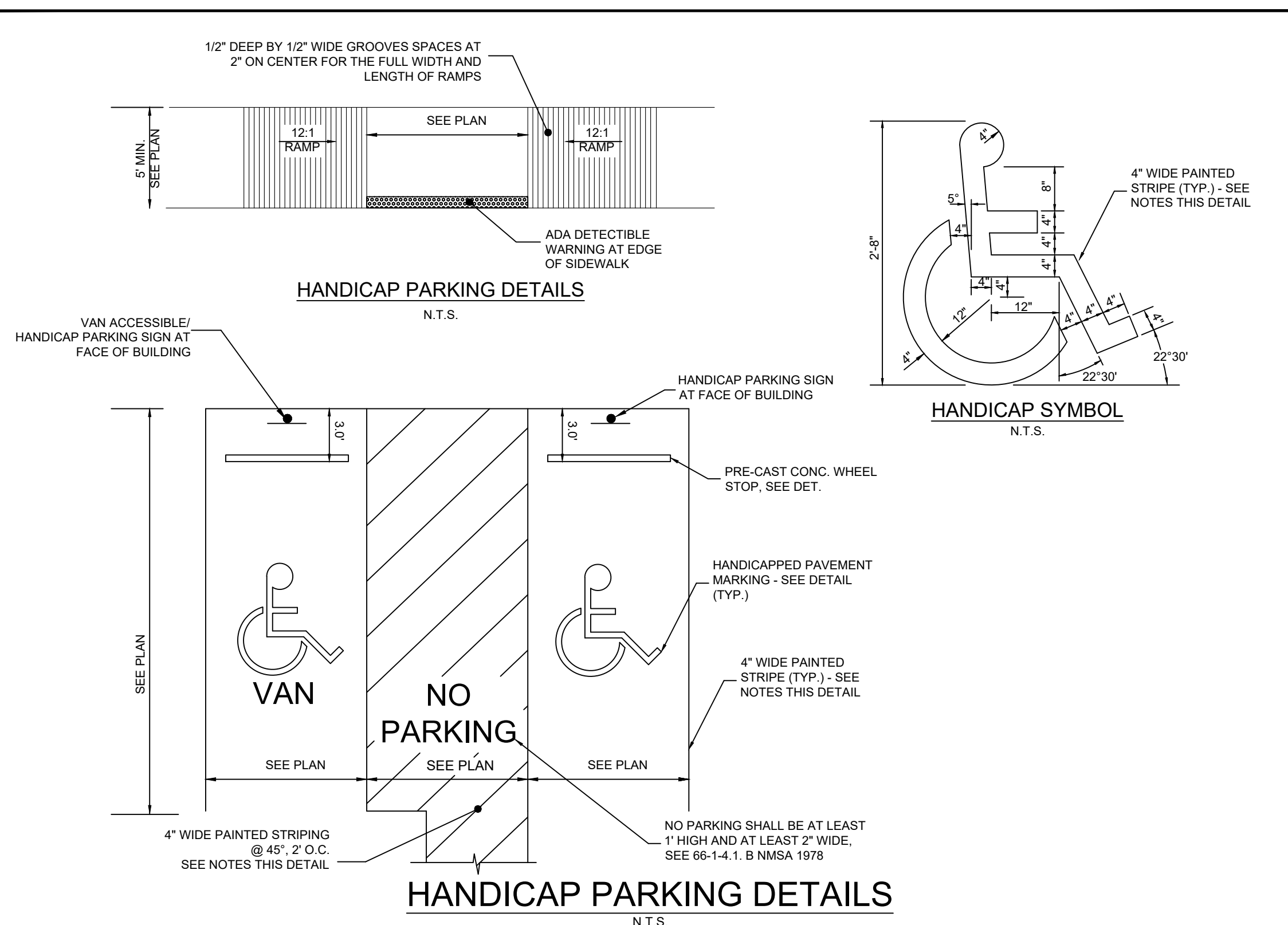
e-mail: ray@civilengineeringservices.

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2040 GIBSON BLVD SE
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HARDSCAPE DETAILS I C03.1

ISSUE FOR PERMIT/BID 03-25-2024



NOTES:

1. METAL SURFACES SHALL BE FREE OF HEAVY RUST. BOLLARDS SHALL HAVE 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYLIC ENAMEL SAFETY YELLOW B55Y300
2. SIGNAGE SHALL COMPLY WITH AMERICANS WITH DISABILITIES ACT (A.D.A.) SIGNAGE GUIDELINES
3. ALL PAINTED ADA PARKING SURFACES SHALL BE CLEAN AND DRY. TOP COAT PROVIDE TWO (2) COATS SHERWIN WILLIAMS - PROMAR TRAFFIC MARKING PAINT "H.C." BLUE

NOTE: CONTRACTOR SHALL INSTALL IDEAL SHIELD HANDICAP BOLLARD SYSTEM - # SSH-BL-36-96-C-18, OR EQUAL. INSTALL PER MFG. SPECIFICATIONS

POST CAP PROVIDED BY MFG.

7/16TH" HOLES FOR STANDARD 12"x18" HANDICAP SIGN

1 1/4" SCH 40 GALV. STEEL PIPE @ 98" LONG WITH HDPE SLEEVE - INSTALL PER MFG SPECIFICATIONS

BLUE LDPE THERMOPLASTIC SLEEVE FROM MFG BUMPER POST - INSTALL PER MFG. SPECIFICATIONS

6" SCH 40 GALV STD STEEL PIPE FROM MFG - FILL W/ CONC - ROUND OFF TOP (TYP)

SIDEWALK OR FIN. GRADE

CONCRETE

108"

36"

8"

6"

HANDICAP SIGNAGE PROVIDED AND INSTALLED BY G.C.

RESERVED PARKING

HANDICAP PLATE PERMIT ONLY

ORDINANCE 3 00000

VAN ACCESSIBLE SIGNAGE TO BE APPLIED TO VAN DESIGNATED SPACES ONLY. REF. SITE PLAN

VAN ACCESSIBLE

VIOLETORS SUBJECT TO FINE AND TOWING

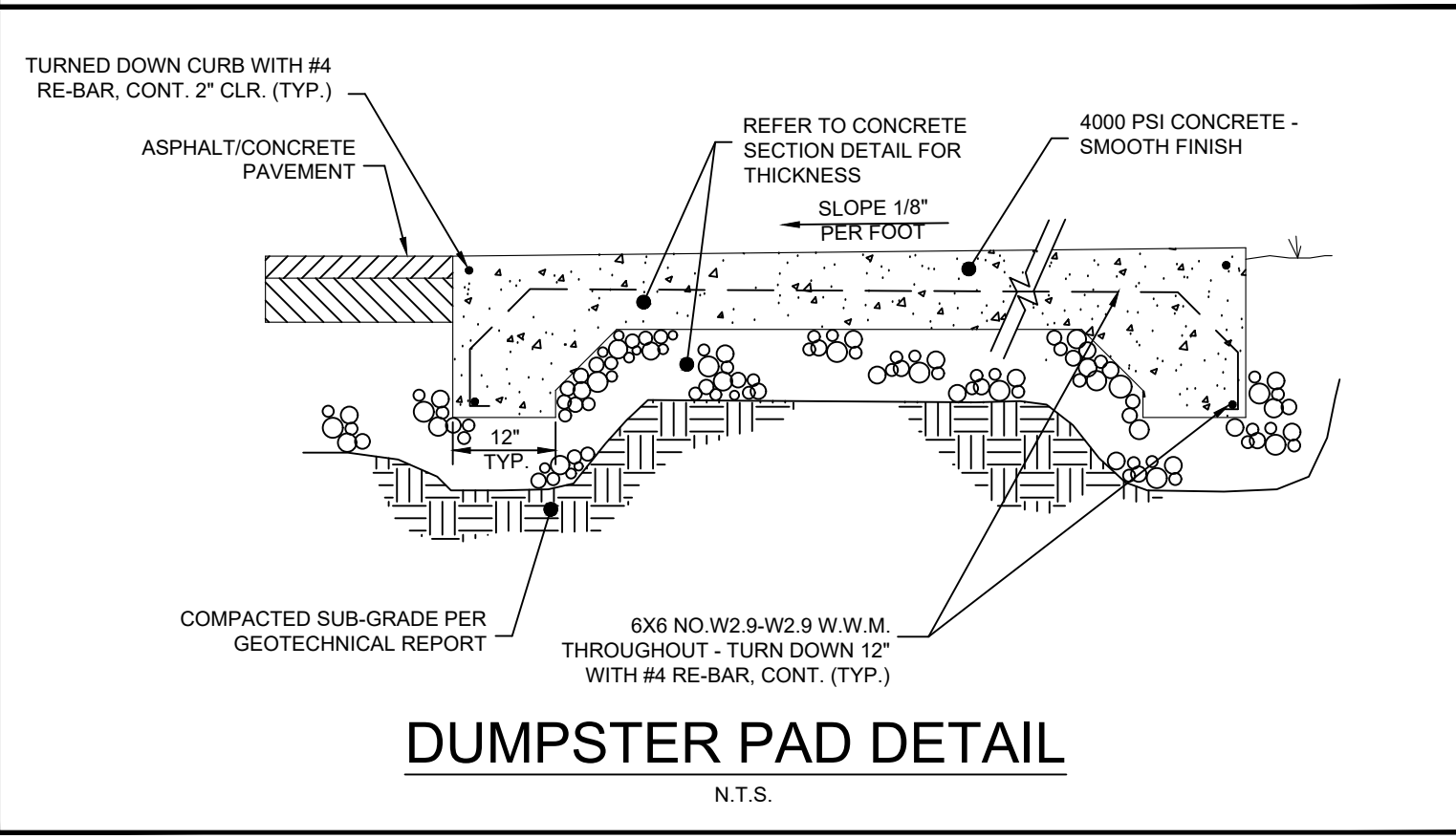
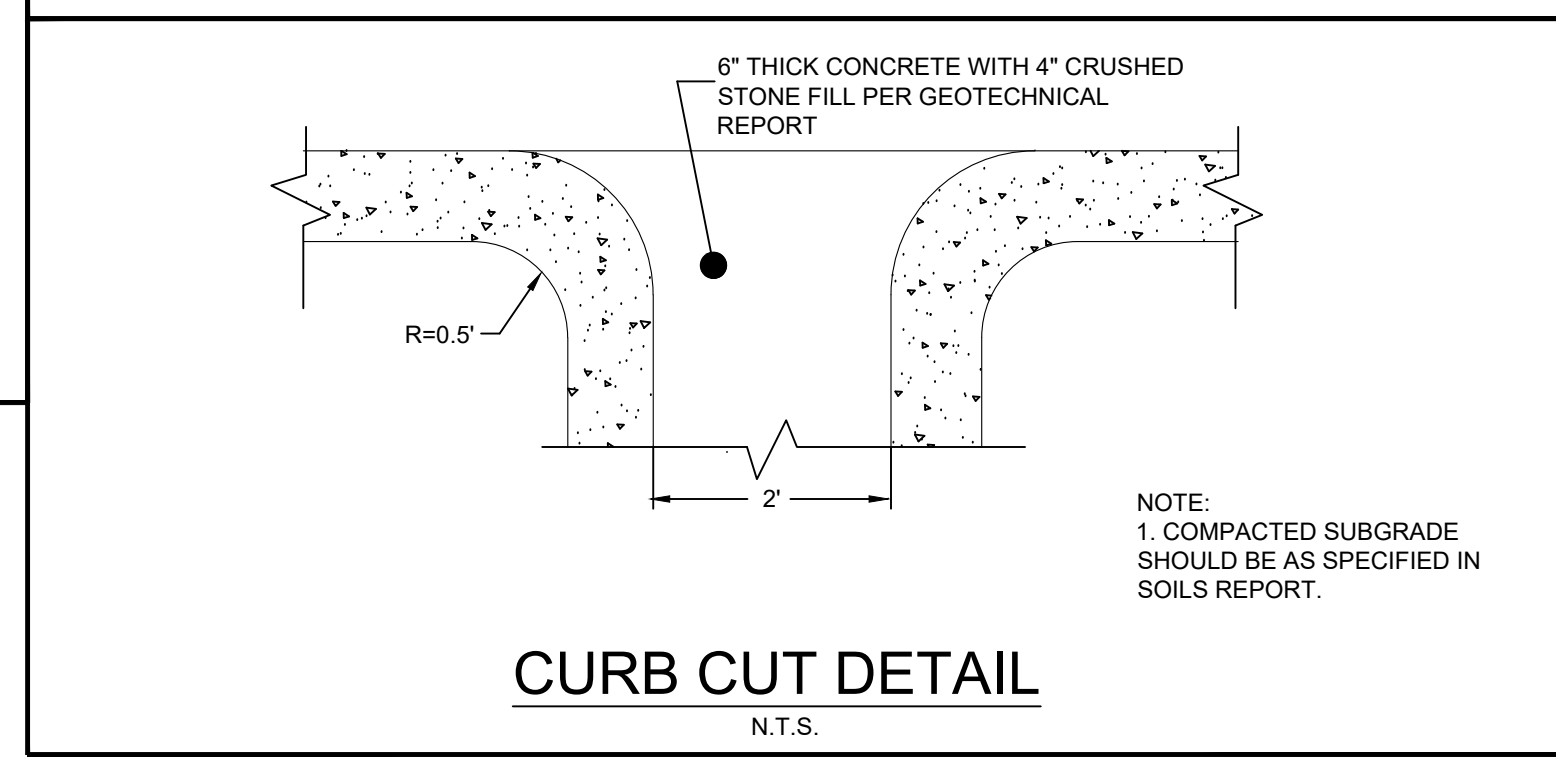
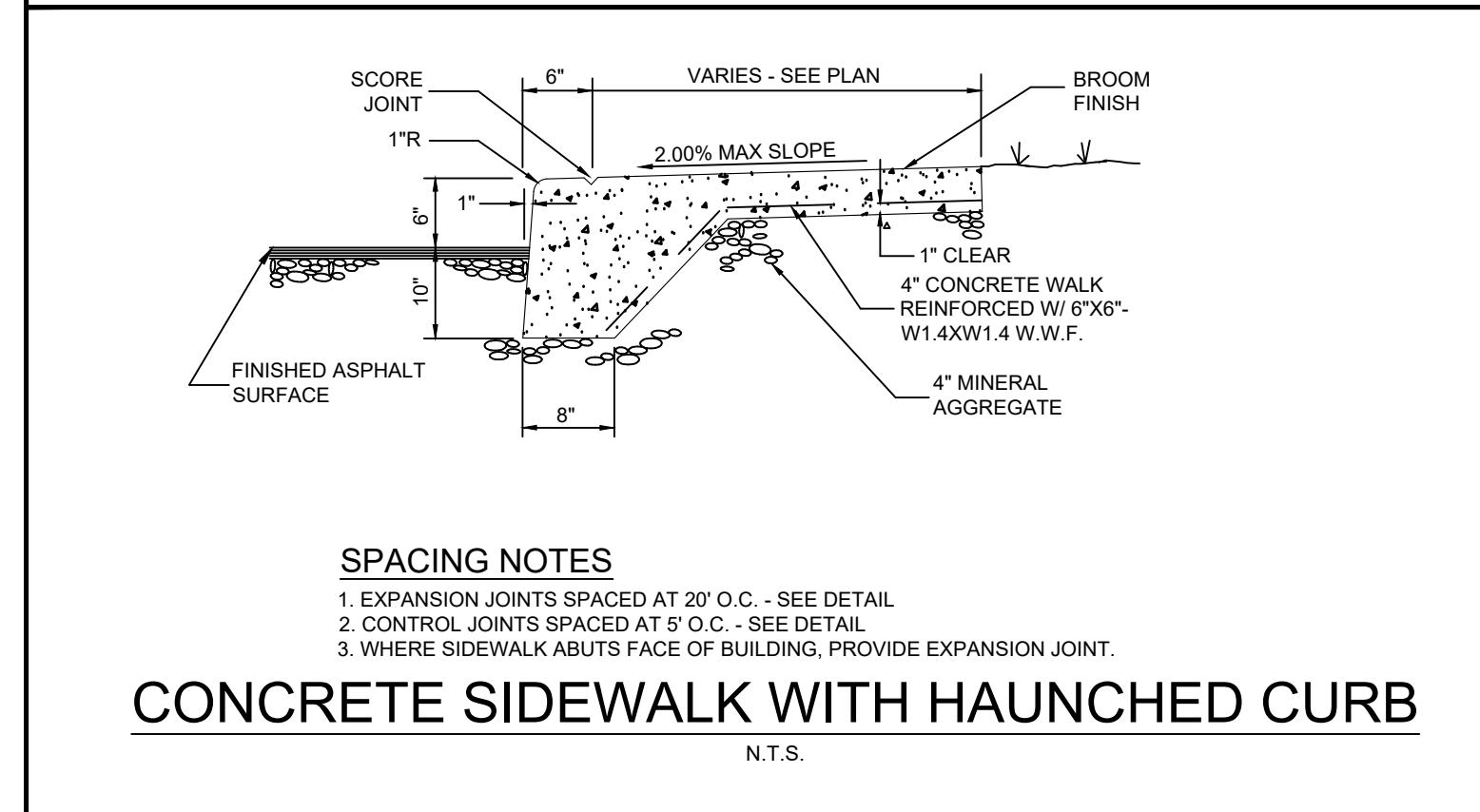
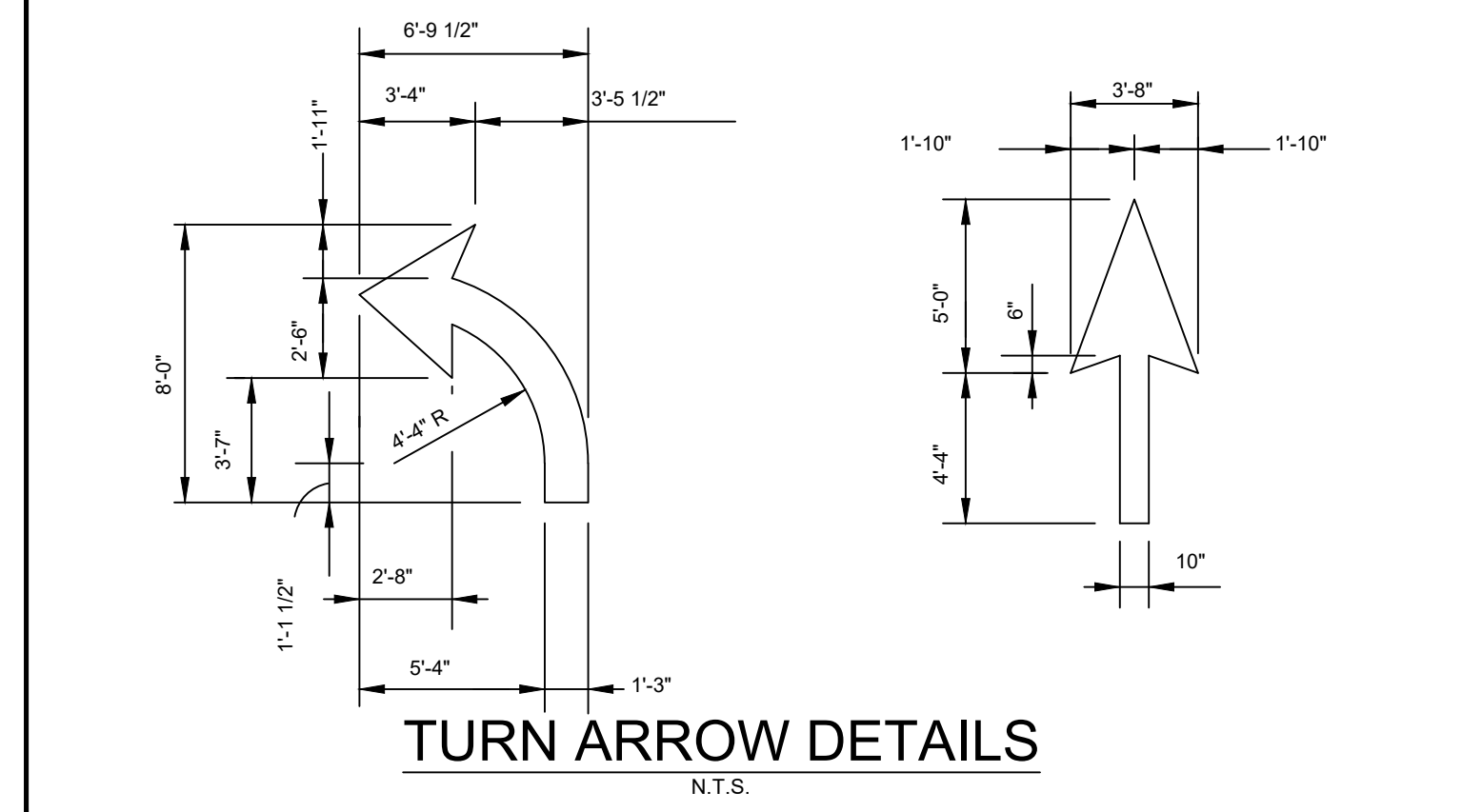
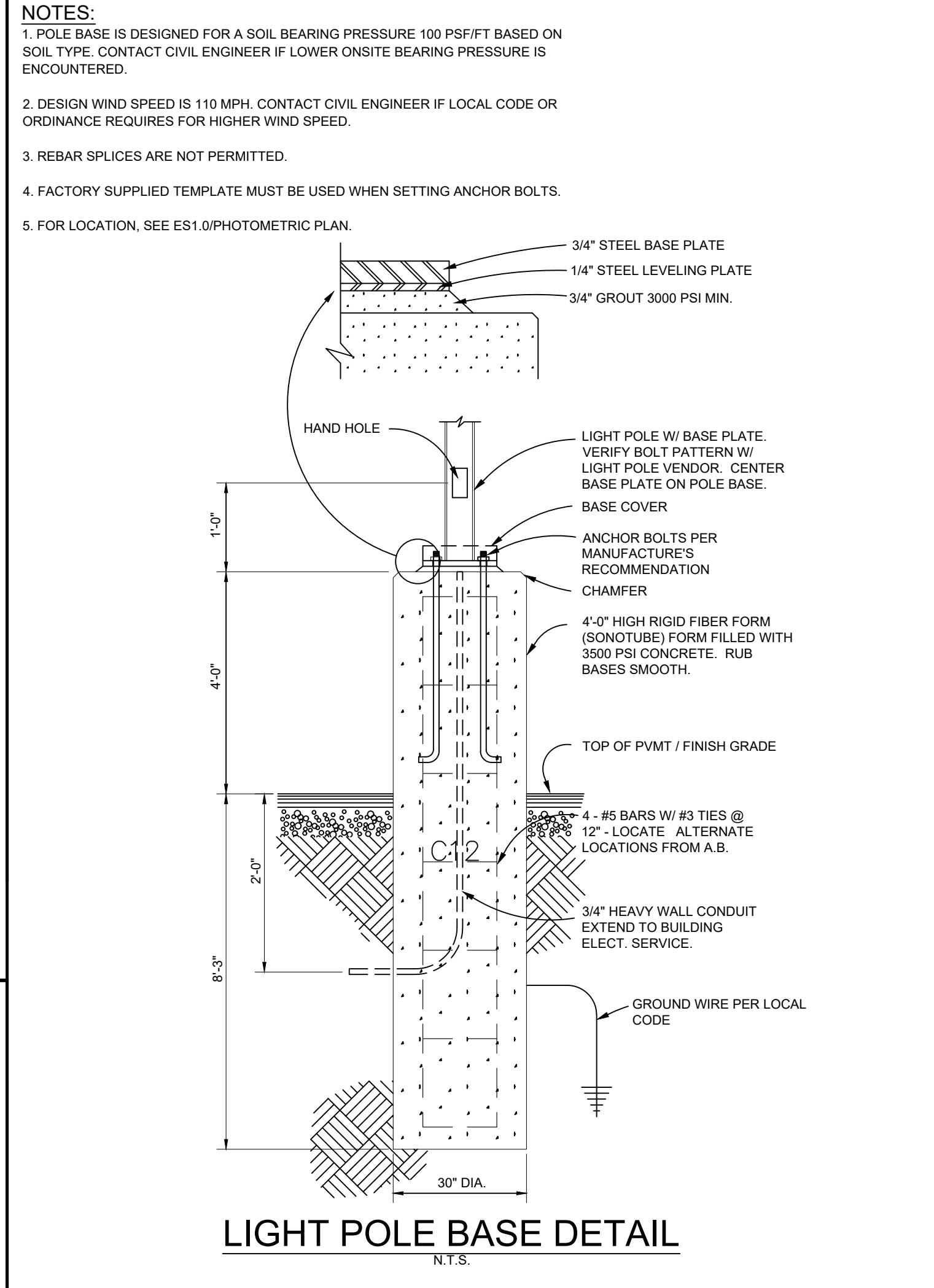
MIN. 1" LETTER HEIGHT, POSITIONED MAX. 8" BELOW "VAN ACCESSIBLE" SIGN, BOTTOM EDGE SHALL BE MIN. 48" AND MAX. 80" ABOVE GROUND LEVEL

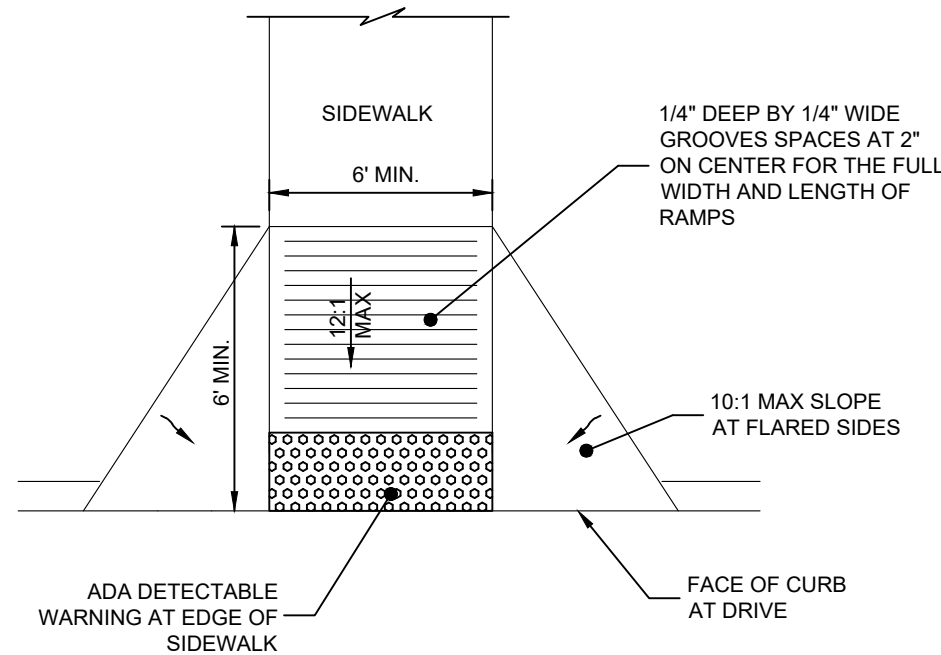
1'-0"

45'-1"

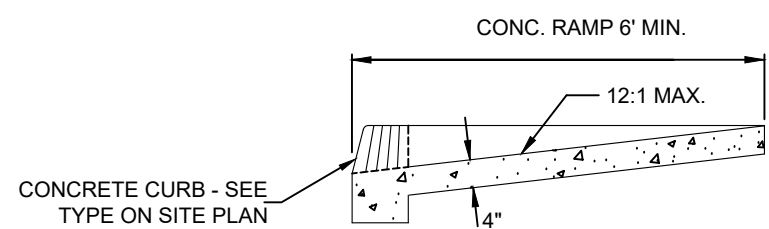
POST
N.T.S.

PARTIAL ELEVATION
N.T.S.





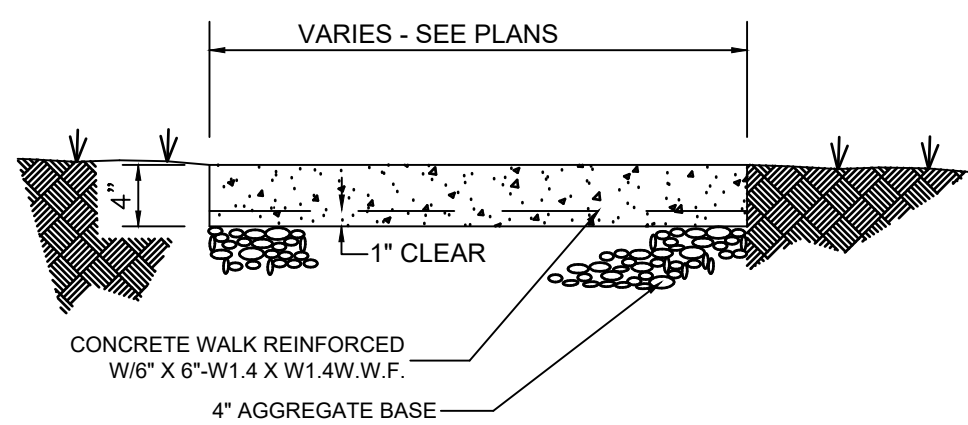
RAMP PLAN VIEW



RAMP SECTION

ADA ACCESSIBLE RAMP
WITH FLARED SIDE SLOPES

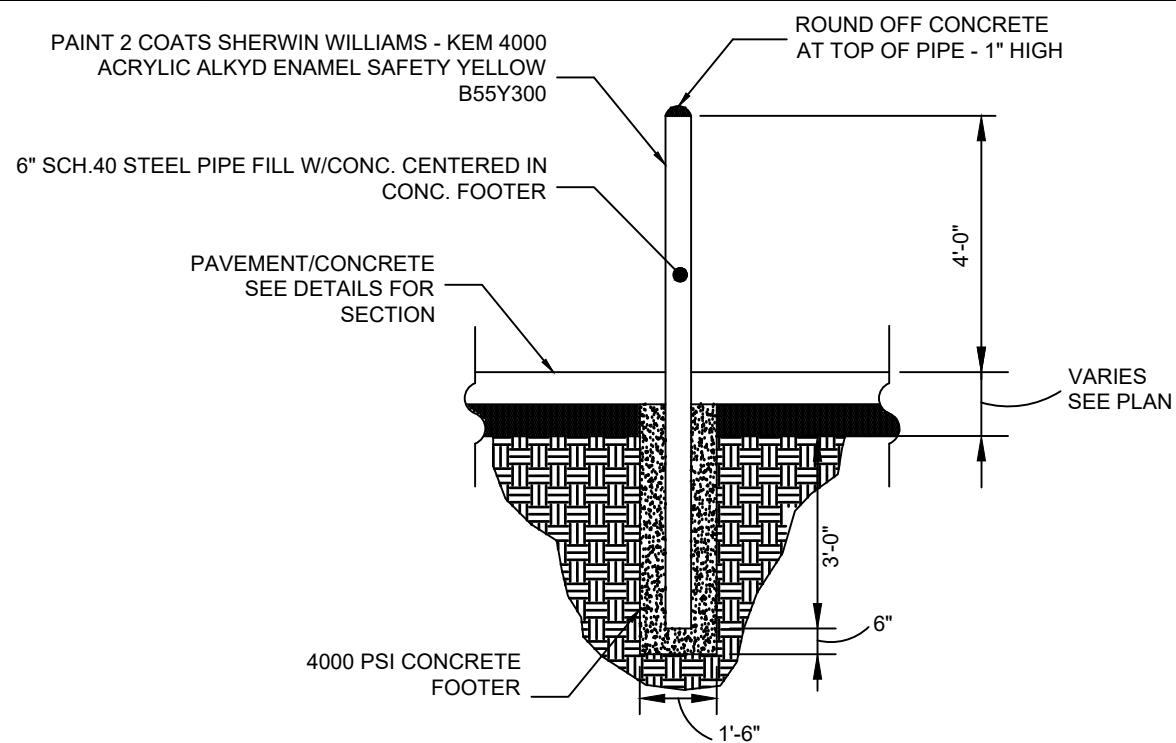
N.T.S.



- NOTES:
1. PROVIDE CONTROL JOINTS PER DETAIL THIS SHEET SPACED EVERY 5 FT. AND EXPANSION JOINTS PER DETAIL THIS SHEET EVERY 20 FT.
 2. SUBGRADE COMPACTED PER SOILS REPORT
 3. WHERE SIDEWALK ABUTS FACE OF BUILDING, PROVIDE EXPANSION JOINT.

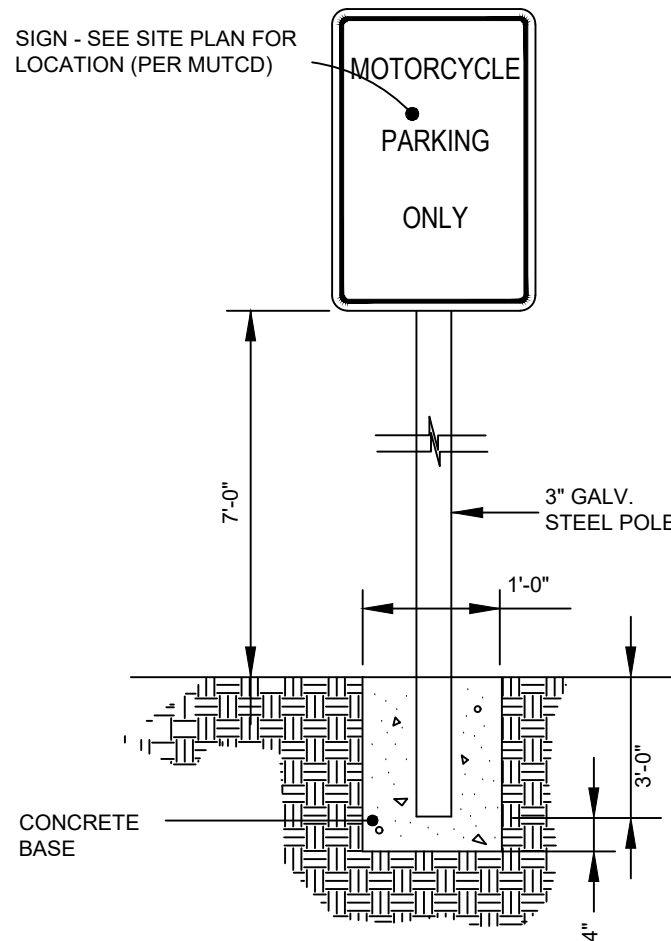
CONCRETE SIDEWALK

N.T.S.



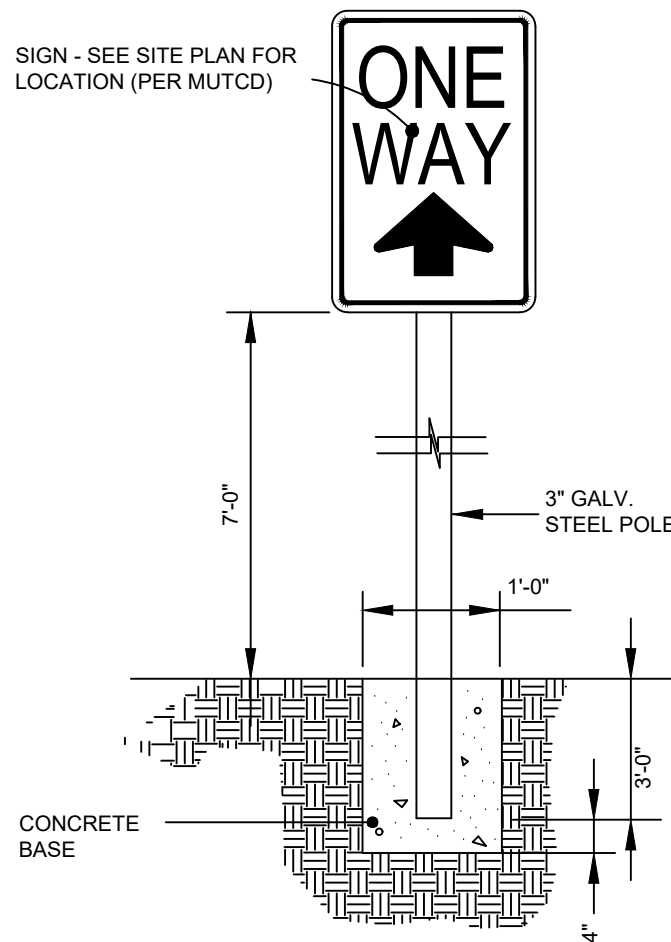
BOLLARD DETAIL

N.T.S.



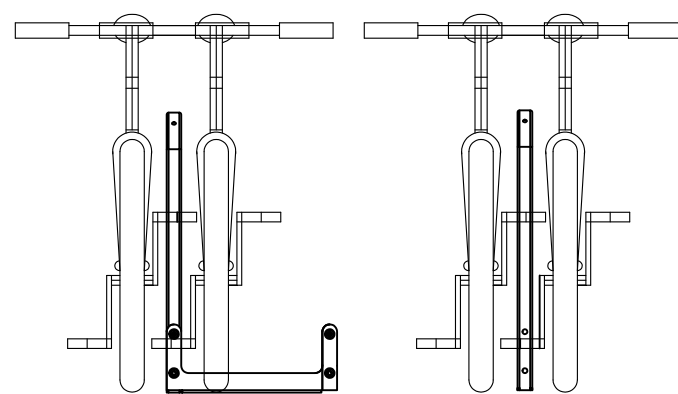
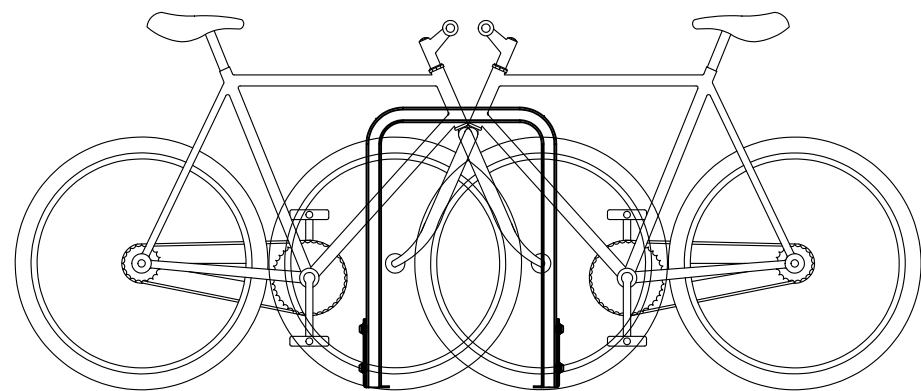
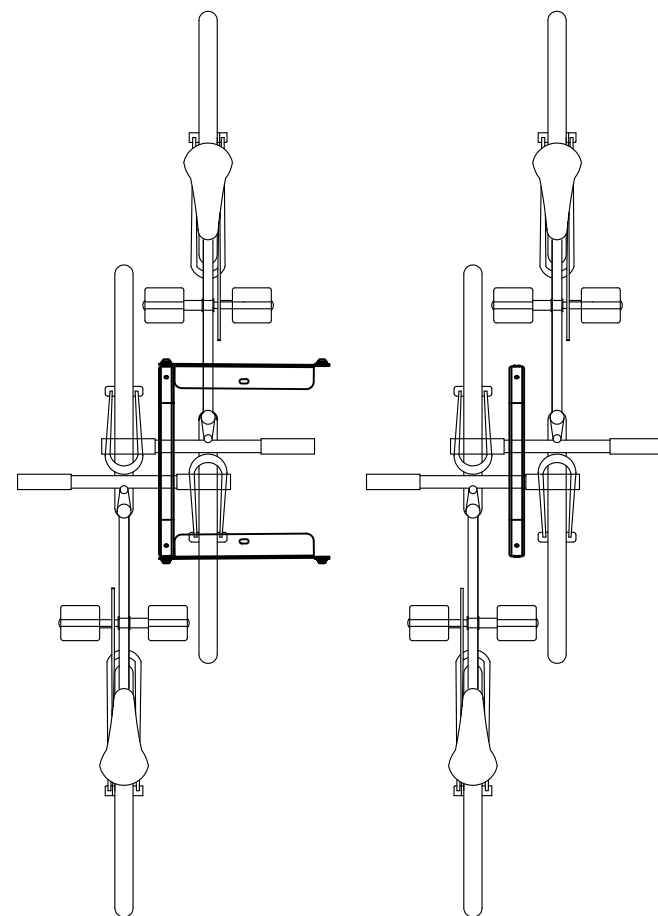
MOTORCYCLE PARKING
SIGN DETAIL

N.T.S.



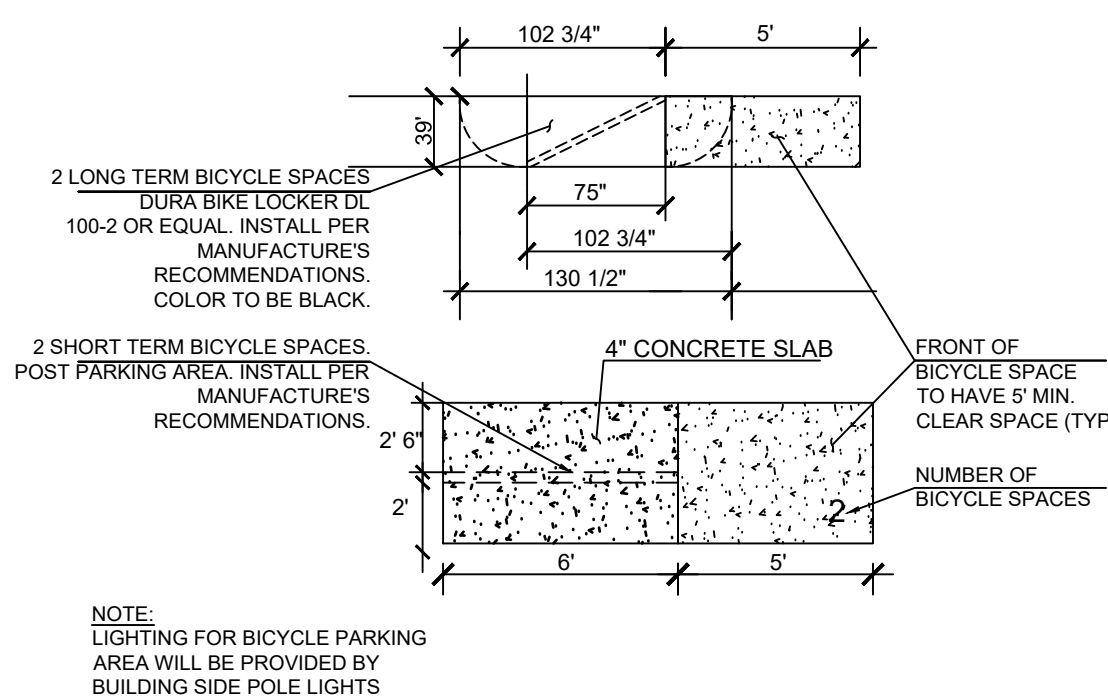
ONE WAY SIGN DETAIL

N.T.S.



U-LOCK-IT BIKE RACK HOOP RACK

N.T.S.



BICYCLE PARKING

N.T.S.



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

ISSUE DATE:

1ST SUBMITTAL	01-25-24
2ND PERMIT/BID	03-25-24

DRAWN BY: JRJ

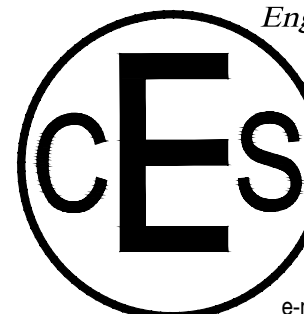
PANDA PROJECT #: S8-25-D26003
PANDA STORE #: D26003



06/10/2024

Civil Engineering Services

Engineering, Land Planning,
and Environmental



7705 Spicer Farm Lane
Fairview, Tennessee
37062
Phone: (615) 533-0401

e-mail: ray@civilengineeringservices.net

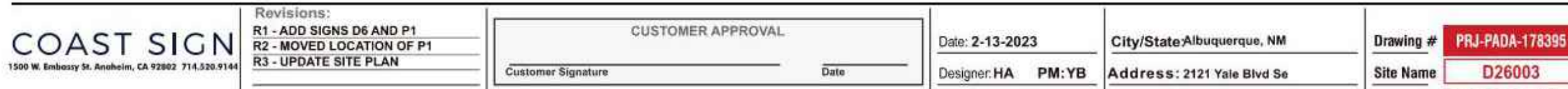
PANDA EXPRESS

2040 GIBSON BLVD SE
ALBUQUERQUE, NM 87106

HARDSCAPE
DETAILS II

C03.2

D4 Non-Illuminated D/F Directional (Qty. 1)
Install new non-illuminated directional. Refer to site plan for exact location



All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

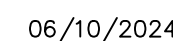
REVISIONS:

ISSUE DATE:

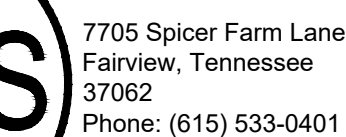
1ST	SUBMITTAL	01-25-24
2ND	PERMIT/BID	03-25-24

DRAWN BY: JRJ

PANDA PROJECT #: S8-25-D26003
PANDA STORE #: D26003



Civil Engineering Services
Engineering, Land Planning,
and Environmental



e-mail: ray@civilengineeringservices.net

PANDA EXPRESS

2040 GIBSON BLVD SE
ALBUQUERQUE, NM 87106

HARDSCAPE
DETAILS III
C03.3

ISSUE FOR PERMIT/BID 03-25-2024



City of Albuquerque

Planning Department
Development Review Services Division

Traffic Scoping Form (REV 12/2020)

Project Title: Panda Express 2040 Gibson Blvd. SE Building Permit #: N/A Hydrology File #: _____

Zone Atlas Page: _____ DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: Lot lettered "C-2" of Plat of Lots C-1 and C-2, LOVELACE HEIGHTS ADDITION, (Being a Replat of Tract C, Lovelace Heights Addition), Within Section 33, Township 10 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 May 18, 2023 in Plat Book 2023C, Page 37.

City Address: 2040 Gibson Blvd. SE Albuquerque, NM 87106

Applicant: Lee Pennington Contact: Lee Pennington

Address: 7705 Spicer Farm Lane Fairview, TN 37062

Phone#: 615-624-3294 Fax#: N/A E-mail: Lee@civilengineeringservices.net

Development Information

Build out/Implementation Year: 2024 Current/Proposed Zoning: NR-C

Project Type: New: (X) Change of Use: () Same Use/Unchanged: () Same Use/Increased Activity: ()

Proposed Use (mark all that apply): Residential: () Office: () Retail: (X) Mixed-Use: ()

Describe development and Uses:

Panda Express Restraint with drive thru

Days and Hours of Operation (if known): 11:00 AM to 9:00 PM

Facility

Building Size (sq. ft.): 2,621 SF

Number of Residential Units: N/A

Number of Commercial Units: One

Traffic Considerations

Expected Number of Daily Visitors/Patrons (if known):* 232 vehicles per day

Expected Number of Employees (if known):* N/A

Expected Number of Delivery Trucks/Buses per Day (if known):* N/A

Trip Generations during PM/AM Peak Hour (if known):* 127 vehicles trips

Driveway(s) Located on: Gibson boulevard SE and Miles Road

Adjacent Roadway(s) Posted Speed:	Gibson Blvd SE	45 mph
	Miles RD	N/A

* If these values are not known, assumptions will be made by City staff. Depending on the assumptions, a full TIS may be required

Roadway Information (adjacent to site)

Comprehensive Plan Corridor Designation/Functional Classification: Regional Principal Arterial

(arterial, collector, local, main street)

Comprehensive Plan Center Designation: Urban Center

(urban center, employment center, activity center)

Jurisdiction of roadway (NMDOT, City, County): City

Adjacent Roadway(s) Traffic Volume: 1430 (PM Peak Hour) Volume-to-Capacity Ratio: 0.39199999
(if applicable)

Adjacent Transit Service(s): Bus Nearest Transit Stop(s): 400 feet on Gibson

Is site within 660 feet of Premium Transit?: Yes

Current/Proposed Bicycle Infrastructure: yes

(bike lanes, trails)

Current/Proposed Sidewalk Infrastructure: yes

Relevant Web-sites for Filling out Roadway Information:

City GIS Information: <http://www.cabq.gov/gis/advanced-map-viewer>

Comprehensive Plan Corridor/Designation: <https://abc-zone.com/document/abc-comp-plan-chapter-5-land-use> (map after Page 5-5)

Road Corridor Classification: <https://www.mrcog-nm.gov/DocumentCenter/View/1920/Long-Range-Roadway-System-LRRS-PDF?bidId=>

Traffic Volume and V/C Ratio: <https://www.mrcog-nm.gov/285/Traffic-Counts> and <https://public.mrcog-nm.gov/taqa/>

Bikeways: http://documents.cabq.gov/planning/adopted-longrange-plans/BTFP/Final/BTFP%20FINAL_Jun25.pdf (Map Pages 75 to 81)

TIS Determination

Note: Changes made to development proposals / assumptions, from the information provided above, will result in a new TIS determination.

Traffic Impact Study (TIS) Required: Yes [] No ☒ Borderline []

Thresholds Met? Yes [] No ☒

Mitigating Reasons for Not Requiring TIS: Previously Studied: ☒

Notes: Site within HT#M15D012 Gibson Yale Commercial TIS approved 3/15/2022.

M. P. E.

TRAFFIC ENGINEER

2/12/2024

DATE

Submittal

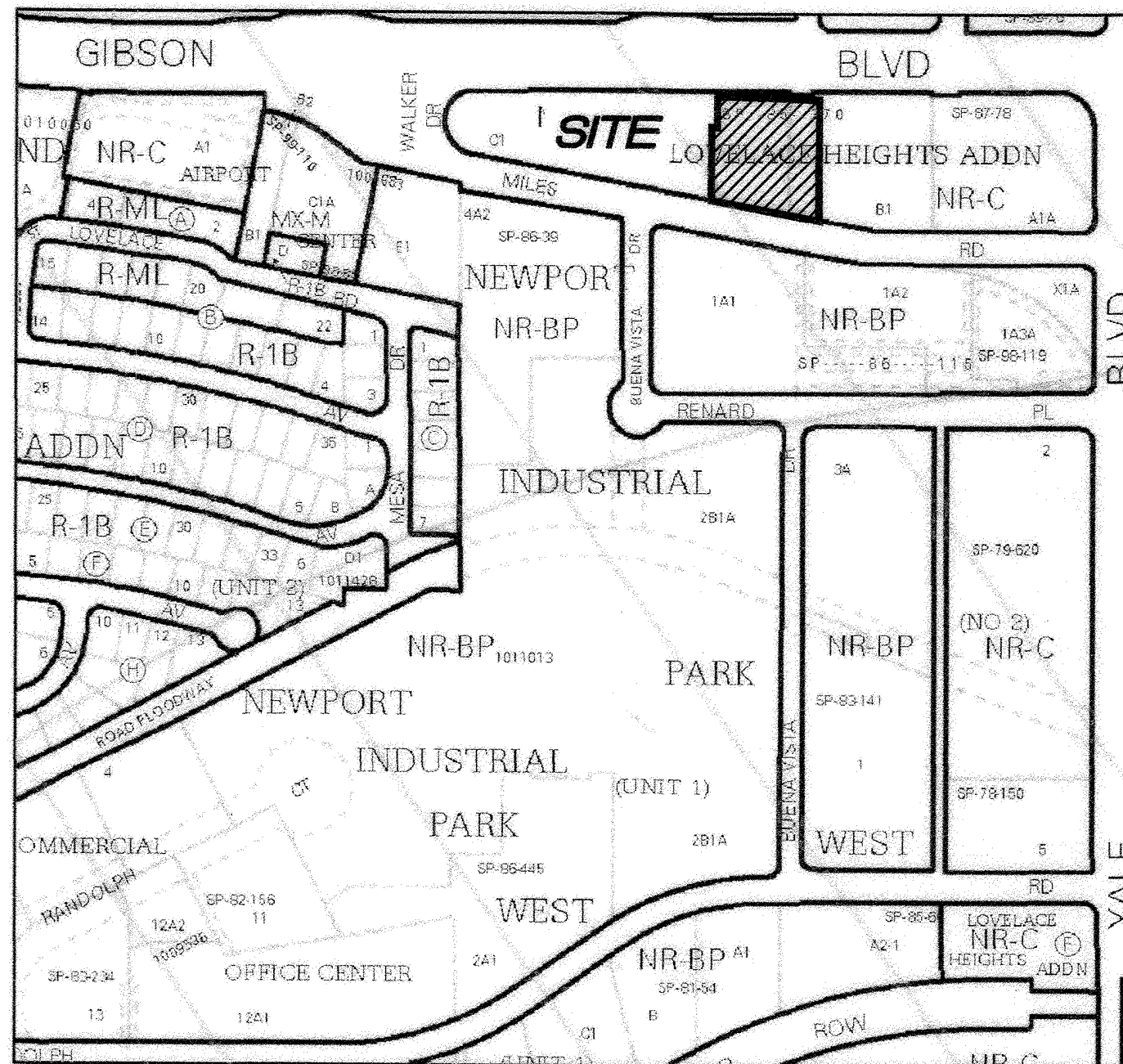
The Scoping Form must be submitted as part of any building permit application, DRB application, or EPC application. See the Development Process Manual Chapter 7.4 for additional information.

Submit by email to the City Traffic Engineer mgrush@cabq.gov . Call 924-3362 for information.

Site Plan/Traffic Scoping Checklist

Site plan, building size in sq. ft. (show new, existing, remodel), to include the following items as applicable:

1. Access -- location and width of driveways
2. Sidewalks (Check DPM and IDO for sidewalk requirements. Also, Centers have wider sidewalk requirements.)
3. Bike Lanes (check for designated bike routes, long range bikeway system) ([check MRCOG Bikeways and Trails in the 2040 MTP map](#))
4. Location of nearby multi-use trails, if applicable ([check MRCOG Bikeways and Trails in the 2040 MTP map](#))
5. Location of nearby transit stops, transit stop amenities (eg. bench, shelter). Note if site is within 660 feet of premium transit.
6. Adjacent roadway(s) configuration (number of lanes, lane widths, turn bays, medians, etc.)
7. Distance from access point(s) to nearest adjacent driveways/intersections.
8. Note if site is within a Center and more specifically if it is within an Urban Center.
9. Note if site is adjacent to a Main Street.
10. Identify traffic volumes on adjacent roadway per MRCOG information. If site generates more than 100 vehicles per hour, identify v/c ratio on this form.



ZONE ATLAS PAGE M-15
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- Bearings are grid and based on the New Mexico State Plane Coordinate System, Central Zone (NAD83).
- Distances are ground.
- Distances along curved lines are arc lengths.
- Plat bearings do not differ from those established by the plat recorded June 10, 2022 in Plat Book 2022C, Page 57.
- All corners that were set are either a 5/8" rebar with cap stamped "HUGG L.S. 9750" or a concrete nail with brass disk stamped "HUGG L.S. 9750" unless otherwise indicated hereon.
- Lots A thru F as shown hereon are subject to that certain "Declaration of Easements, Covenants, and Restrictions" filed in the office of the County Clerk of Bernalillo County, New Mexico on September 29, 2021 as Document Number 2021116117 and that certain "First Amendment to Declaration of Easements, Covenants and Restrictions" filed in the office of the County Clerk of Bernalillo County, New Mexico on April 13, 2022 as Document Number 2022036399.
- Cross Lot Access Easements are granted by that certain "Declaration of Easements, Covenants, and Restrictions" filed in the office of the County Clerk of Bernalillo County, New Mexico on September 29, 2021 as Document Number 2021116117 and that certain "First Amendment to Declaration of Easements, Covenants and Restrictions" filed in the office of the County Clerk of Bernalillo County, New Mexico on April 13, 2022 as Document Number 2022036399.
- Common cross lot surface drainage easements for Lots A thru F were granted per plat filed June 10, 2022 in Plat Book 2022C, Page 57 for the benefit and use of the owners of Lots A thru F. Each owner shall be responsible for maintenance of the easement areas located on their lot.

SUBDIVISION DATA

- Total number of existing Lots: 1
- Total number of Lots created: 2
- No new Public Street right of way dedicated
- Gross Subdivision acreage: 1.1797 acres.

TREASURERS CERTIFICATION

This is to certify that taxes are current and paid on the following:

1015055410449711003

I-25 & Gibson LLC

[Signature]
Bernalillo County Treasurer

5/18/23
Date

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- Qwest for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

DISCLAIMER

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

PURPOSE OF PLAT

- Divide One (1) existing Lot into Two (2) new Lots as shown hereon.
- Grant the easements as noted as shown hereon.

DOCH 2023030889

05/19/2023 01:28 PM Page: 1 of 3
PLAT R.525.00 B: 2023C P: 0037 Linda Stover, Bernalillo County

SURVEYORS CERTIFICATION

I, Russ P. Hugg, New Mexico Professional Surveyor Number 9750, hereby certify that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my supervision; that it meets the Standards for Land Surveys in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements for surveys and monumentation of the Albuquerque Subdivision Ordinance; that it shows all easements of record; and that it is true and correct to the best of my knowledge and belief.

Russ P. Hugg
NMPS No. 9750
February 20, 2023



PLAT OF LOTS C-1 AND C-2 LOVELACE HEIGHTS ADDITION

(BEING A REPLAT OF LOT C, LOVELACE HEIGHTS ADDITION)

WITHIN
SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN

CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

FEBRUARY, 2023

PROJECT NUMBER: PR-2021-005482

APPLICATION NUMBER: SD-2023-00083

PLAT APPROVAL

UTILITY APPROVALS:

[Signature]
Public Service Company of New Mexico

3-2-23
Date

[Signature]
New Mexico Gas Company

2/27/2023
Date

Natalia Antonio
Qwest Corporation d/b/a CenturyLink QC

2/28/2023
Date

[Signature]
Comcast

3/23/23
Date

CITY APPROVALS:

Erin H. Rumbauer P.E.
City Surveyor
Department of Municipal Development

2/28/2023
Date

N/A
Real Property Division

Date

N/A
Environmental Health Department

Date

Ernest Armijo
Traffic Engineering, Transportation Division

May 5, 2023
Date

[Signature]
ABCMUA

May 15, 2023
Date

[Signature]
Parks and Recreation Department

May 8, 2023
Date

[Signature]
ANAFCA

3/6/2023
Date

[Signature]
Hydrology

May 5, 2023
Date

[Signature]
Code Enforcement
Jeff Palmer (May 5, 2023 12:57 MDT)

May 5, 2023
Date

[Signature]
Planning Department

May 5, 2023
Date

[Signature]
City Engineer

May 16, 2023
Date

N/A Not within MRGCD Jurisdiction

Date

M.R.G.C.D.

APPROVED on the condition that all rights of the Middle Rio Grande Conservancy District in easements, rights of way, assessments and liens, are fully reserved to said District, and that if provision for irrigation source and easements are not provided for by the subdivider for the subdivision, addition, or plat, said District is absolved of all obligations to furnish irrigation waters and services to any portions thereof, other than from existing turnouts.

SURV TEK, INC.

Consulting Surveyors
P.O. Box 66866, Albuquerque, New Mexico 87114

Phone: 505-300-4732

PLAT OF
LOTS C-1 AND C-2
LOVELACE HEIGHTS ADDITION
(BEING A REPLAT OF LOT C, LOVELACE HEIGHTS ADDITION)

WITHIN
SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY, 2023

LEGAL DESCRIPTION

That certain parcel of land situate within Section 33, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being and comprising All of Lot "C", Lovelace Heights Addition as the same is shown and designated on the plat entitled "PLAT OF LOTS A THRU F, LOVELACE HEIGHTS ADDITION (BEING A REPLAT OF TRACTS A-1A, B-1 AND C-1, LOVELACE HEIGHTS ADDITION) WITHIN SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on June 10, 2022 in Plat Book 2022C, Page 57.

FREE CONSENT AND DEDICATION

SURVEYED and REPLATTED and now comprising PLAT OF LOTS C-1 AND C-2, LOVELACE HEIGHTS ADDITION (BEING A REPLAT OF LOT C, LOVELACE HEIGHTS ADDITION) WITHIN SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, COUNTY, NEW MEXICO, with the free consent of and in accordance with the wishes and desires of the undersigned owner(s) and proprietor(s) thereof. Said owner(s) and proprietor(s) do hereby grant the public and private easements as shown hereon. Said owner(s) and proprietor(s) do hereby warrant that they hold among them complete and indefeasible title in fee simple to the land subdivided. Said owner(s) and proprietor(s) do hereby consent to all of the foregoing and do hereby represent that they are so authorized to act.

OWNER(S)

Lot C
Lovelace Heights Addition
OWNER: 125 & GIBSON, LLC.

By: Steve Maestas, Manager

FLOOD ZONE DETERMINATION

The subject property (as shown hereon) lies within Zone "X" (areas of minimal flooding) in accordance with the National Flood Insurance Program Rate Map No. 35001C0361 G, Effective Date 9/26/2008 and Map No. 35001C0342 G, Effective Date 9/26/2008.

**SECTION 14-14-4-7 PROHIBITION ON PRIVATE RESTRICTIONS
ON THE INSTALLATION OF SOLAR COLLECTORS**

"No property within the area of this plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed plat. The foregoing requirement shall be a condition to approval of this plat."

DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:

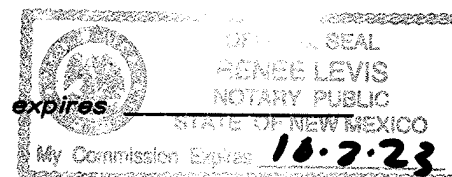
- Title Commitment prepared for this property by Fidelity National Title Insurance Company, Commitment Number SP000103278, Effective Date: March 8, 2021.
- Plat of Tracts "B-1" and "C-1" of LOVELACE HEIGHTS ADDITION, being a replat of Lovelace Heights Addition and Tract 1-A, of Newport Industrial Park West- Unit 2, Albuquerque, New Mexico, as the same are shown and designated on said Replat, filed in the office of the County Clerk of Bernalillo County, New Mexico on August 30, 1985 in Volume C28, folio 44.
- Plat of Tract A-1A" of Lovelace Heights Addition, being a replat of Tract A-1 of said Addition, as the same is shown and designated on said Replat, filed in the office of the County Clerk of Bernalillo County, New Mexico on March 11, 1987 in Volume C33, folio 29.
- Plat entitled "PLAT OF LOTS A THRU F, LOVELACE HEIGHTS ADDITION (BEING A REPLAT OF TRACTS A-1A, B-1 AND C-1, LOVELACE HEIGHTS ADDITION) WITHIN SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", filed in the office of the County Clerk of Bernalillo County, New Mexico on June 10, 2022 in Plat Book 2022C, Page 57

ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF Bernalillo SS

The foregoing instrument was acknowledged before me this 23rd
day of February, 2023, by Steve Maestas as Manager
of 125 & Gibson, LLC.

Renee Lewis My commission expires 10-2-23
Notary Public



DOCH 2023030889

05/18/2023 01:28 PM Page: 2 of 3
PLAT R: \$25.00 B: 2023C P: 0097 Linda Stover, Bernalillo County

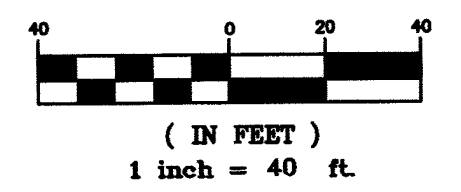
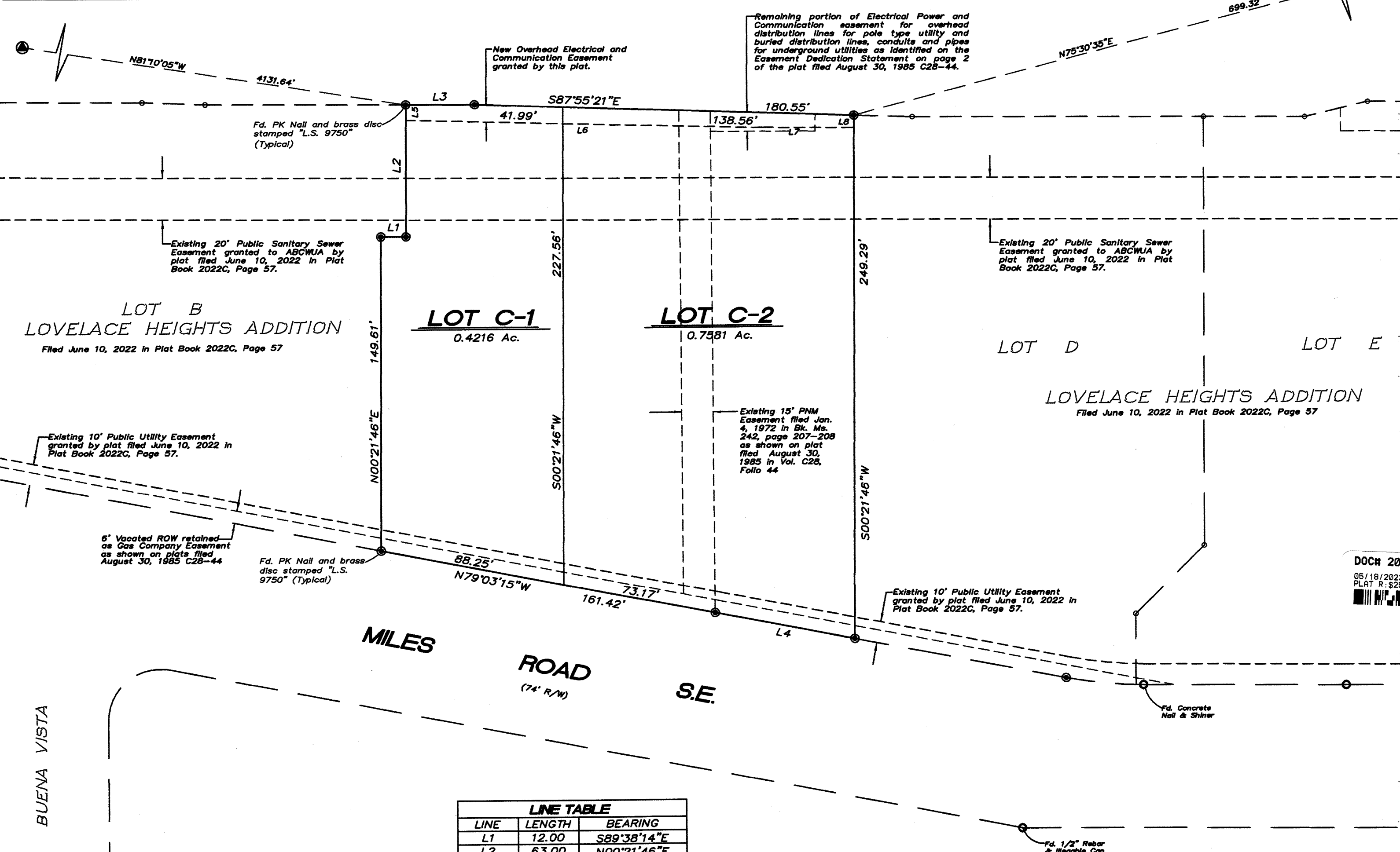


PLAT OF
LOTS C-1 AND C-2
LOVELACE HEIGHTS ADDITION
(BEING A REPLAT OF LOT C, LOVELACE HEIGHTS ADDITION)
WITHIN
SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
FEBRUARY, 2023

Albuquerque Control Survey Monument
"ACS 19-116"
New Mexico State Plane Coordinates
Central Zone (NAD 83)
N = 1,477,335.008 U.S. Survey feet
E = 1,524,161.952 U.S. Survey feet
Delta Alpha = -00°13'23.37"
Ground to Grid Factor = 0.999678244
Elevation = 5041.3 feet (NAVD 88)

Albuquerque Control Survey Monument
"ACS 19-116"
New Mexico State Plane Coordinates
Central Zone (NAD 83)
N = 1,478,891.641 U.S. Survey feet
E = 1,531,755.929 U.S. Survey feet
Ground to Grid Factor = 0.999664048
Delta Alpha = -00°12'31.00"
Elevation = 5297.506 feet (NAVD 88)

GIBSON BOULEVARD S.E.
(Variable Width R/W)



LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00	S89°38'14\"E
L2	63.00	N00°21'46\"E
L3	32.78	S89°38'14\"E
L4	67.72	N79°03'15\"W
L5	7.42	S00°21'46\"W
L6	168.94	S88°20'40\"E
L7	44.35	S89°38'14\"E
L8	5.83	N00°21'46\"E

DOCH 2023030889
05/18/2023 01:28 PM Page: 3 of 3
PLAT R: \$25.00 B: 2023C P: 0037 Linda Stover, Bernalillo County



SITE DATA TABLE

JURISDICTION:
ALBUQUERQUE
ZONING:
NR-C
REQUIRED BUILDING SETBACKS:
FRONT (S)=5'
REAR (N)=0'
SIDE (W)=0'
SIDE (E)=0'
BUILDING:
HEIGHT = 23.25'
SPRINKLERS - NONE
CONSTRUCTION TYPE:
VB
SITE ACREAGE:
PANDA EXPRESS = 33,022 SF / 0.76 ACRES
FLOOR AREA RATIO:
PANDA EXPRESS = 2,821 SF BLDG /
SITE AREA 33,022 = 7.94%
IMPERVIOUS SURFACE RATIO
SITE TOTAL SQ FEET = 33,022 SF
PAVEMENT/SIDEWALKS = 24,035 SF
TOTAL BUILDING = 2,821 SF
TOTAL PERVIOUS = 6,366 SF
TOTAL IMPERVIOUS = 26,656 SF / 33,022 =
80.72%
PARKING
8 SPACE PER 1000 SF OF FLOOR AREA
PARKING REQUIRED = 21
REQUIRED MOTORCYCLE PARKING = 2
REQUIRED BICYCLE PARKING = 3
TOTAL PARKING PROVIDED = 32
REQUIRED PARKING SETBACKS:
FRONT (N)=5'
REAR (S)=0'
SIDE (W)=0'
SIDE (E)=0'
FLOOD HAZARD:
F.I.R.M. MAP NO.

FIRE ONE NOTE:
ACCESS AND LOADING: IFC D102.1, AN APPROVED FIRE APPARATUS ACCESS ROADS SHALL HAVE AN ASPHALT, CONCRETE, OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 75,000 POUNDS.
ENGINEERING DATA: IFC 503.2.3.1, ENGINEERING DATA SHALL BE SUBMITTED TO SUBSTANTIATE WEIGHT-BEARING CAPACITY AND ALL-WEATHER DRIVING CAPABILITIES FOR FIRE APPARATUS ACCESS ROADS.
GRADE IFC D103.2, FIRE APPARATUS ACCESS ROADS SHALL NOT EXCEED 10 PERCENT IN GRADE

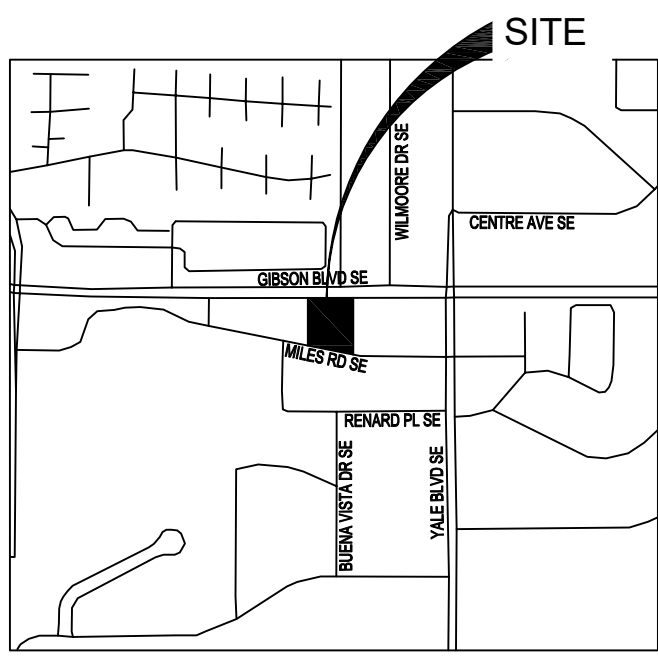
CONSTRUCTION NOTE:
DESIGN OF THE PANDA EXPRESS SITE, AS SHOWN IN THESE PLANS, ARE BASED UPON THE PROPOSED CONSTRUCTION PLANS FOR THE SUBJECT PROPERTY AND SURROUNDING SITE WORK. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS, UTILITIES, AND SITE FEATURES PRIOR TO ANY WORK DONE. NOTIFY OWNER/ENGINEER OF ANY CONFLICTS WITH DESIGN PRIOR TO ANY WORK DONE.

ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER AT THE DEVELOPER'S EXPENSE. SEE CITY OF ALBUQUERQUE DETAIL 2430.

ALL DISTURBED AREAS SHALL BE STABILIZED PER THE LANDSCAPE PLAN.

PROPOSED SITE LEGEND

- ⑧ PARKING STALL COUNT - SEE PLANS
LIGHT DUTY CONCRETE PAVING - SEE DETAIL SHEET SECTION(C03.1)
HEAVY DUTY CONCRETE PAVING - SEE DETAIL SHEET SECTION(C03.1)
CONCRETE SIDEWALK - SEE DETAIL SHEET (C03.1)
CONCRETE PAVING AT DUMPSTER ENCLOSURE AND DRIVE THRU PER GEOTECHNICAL REPORT
HANDICAP PARKING
DIRECTIONAL ARROWS
PROPOSED CURB AND GUTTER AT CONCRETE - MONOLITHIC AT CONCRETE PAVEMENT - SEE DETAIL SHEET(C03.1)
LIGHT POLE - SEE PHOTO METRIC PLAN - SEE LIGHT POLE BASE ON DETAIL SHEET(C03.1)



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

SEE NOTES ON SHEET C01.1

SITE KEY NOTES:

PAVEMENT AND CURBING

- ① PROVIDE CURB AND GUTTER AT ASPHALT - MONOLITHIC CURB AT CONCRETE PAVEMENT - SEE DETAIL SHEET (C03.1)
② PROVIDE CONCRETE SIDEWALKS PER DETAIL SHEET (C03.2) - PROVIDE CONCRETE SIDEWALK WITH INTEGRAL CURB AT BUILDING AND PARKING PER DETAIL SHEET (C03.1)
③ HEAVY DUTY CONCRETE PAVING AT DRIVE THRU ISLE - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT (GRAY COLOR, LIGHT BROOM FINISH)
④ NEW HEAVY DUTY CONCRETE APRON AT DUMPSTER ENCLOSURE - SEE ARCHITECTURAL DETAIL SHEET - SEE DETAIL SHEET (C03.2)
⑤ LIGHT DUTY CONCRETE PAVING - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT
⑥ HEAVY DUTY CONCRETE PAVING - SEE DETAIL SHEET (C03.1) & GEOTECHNICAL REPORT
⑦ SEALED CONC. SIDEWALK (AQUA MIX SEALER'S CHOICE GOLD). CONCRETE TO BE LIGHT BROOM TEXTURE FINISH. PROVIDE UNDER SLAB TREATMENT PER SOIL REPORT. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDGS. AND ALL SIDE WALKS
⑧ EXPANSION JOINT - SEE GEOTECHNICAL REPORT FOR SPACING - SEE DETAIL SHEET (C03.2)
⑨ CONTROL JOINTS - SEE GEOTECHNICAL REPORT FOR SPACING - SEE DETAIL SHEET (C03.2)
⑩ CURB CUT - SEE DETAIL SHEET (C03.1)

PAVEMENT STRIPING / ADA FEATURES / TRAFFIC SIGNAGE

- ⑮ ADA ACCESSIBLE RAMP AT HANDICAP PARKING STALLS - SEE GRADING PLAN FOR ELEVATIONS - SEE HANDICAP PARKING ON DETAIL SHEET (C03.1)
⑯ ADA DETECTABLE WARNING AT EDGE OF PAVEMENT - SEE HANDICAP PARKING DETAIL ON DETAIL SHEET (C03.1)
⑰ HANDICAP AND VAN ACCESSIBLE PARKING LAYOUT, SIGNAGE, AND STRIPING - SEE DETAIL SHEET (C03.1)
⑱ ALL SITE DIRECTIONAL SIGNAGE, PAVEMENT STRIPING AND MARKINGS SHALL BE COORDINATED WITH PRG'S PROJECT MANAGER.
⑲ DO NOT ENTER SIGN PER MUTCD / LOCAL SPECS
⑳ 4" WIDE PARKING STRIPE PAINTED WHITE PER PDP & DC SPECS.
㉑ TRAFFIC ARROW PAINTED YELLOW - SEE DETAIL SHEET (C03.1)
㉒ STOP BAR PAINTED WHITE PER CITY SPECS.
㉓ STOP SIGN PER MUTCD SPECS
㉔ 4" WIDE PARKING STRIPE, SPACED AT 2' O.C. AT 45° PAINTED YELLOW PER MUTCD SPECS.
㉕ BOLLARD PLAN - SEE DETAIL (C03.1)
㉖ FIRE LANE STRIPING PER CITY SPECS. - SEE FIRE ORDINANCES 503.3.1
㉗ MOTORCYCLE PARKING STALL PER CITY SPECS.

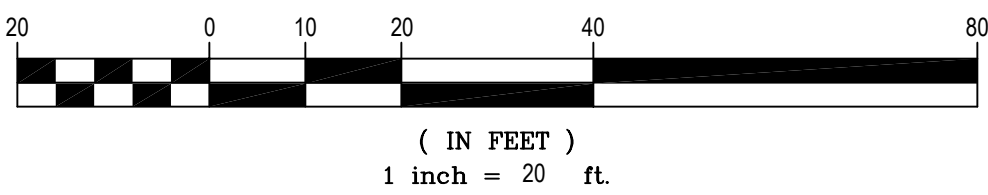
PANDA EXPRESS SITE FEATURES

- ③① DRIVE THRU LANE SENSOR LOOP SEE DETAIL - SEE ARCH DETAIL SHEET
③② NEW PAINTED SWITCHGEAR LOCATION - SEE ELECTRICAL PLANS
③③ ORDER CONFIRMATION BOARD - SEE ARCH DETAIL SHEET
③④ DRIVE THROUGH MENU BOARD-INSTALLED BY GC. VERIFY WITH PANDA P.M. - SEE ARCH DETAIL SHEET
③⑤ CLEARANCE BAR INSTALLED BY SIGN VENDOR - RE. ELECTRICAL DRAWING FOR REQUIREMENTS, G.C. TO COORDINATE LOCATION WITH PRG P.M.
③⑥ WHEEL STOP - GNR TECHNOLOGIES, "PARK-IT" 6" PARKING CURB #16201R (BLACK AND YELLOW) OR OWNER APPROVED EQUAL
③⑦ TRASH ENCLOSURE, CONFIRM BIN SIZE WITH LOCAL WASTE MANAGEMENT COMPANY. (TYP. 6 YARD BIN) - SEE ARCH DETAIL SHEET
③⑧ PROVIDE POLE MOUNTED SIGN (SEE SIGN DESIGN BY OTHERS)
③⑨ LIGHT POLE - SEE PHOTO METRIC PLAN - SEE LIGHT POLE BASE ON DETAIL SHEET (C03.2)
③⑩ ROOF DRAIN AND OVERFLOW DRAIN FROM ROOF UNDER CONCRETE FLATWORK TO FACE OF CURB - SEE M.E.P. PLANS
④① EDGE OF CONCRETE SIDEWALK AT PLANTER BED - SEE LANDSCAPE PLAN (L01.0)
④② "THANK YOU / DO NOT ENTER" SIGN
④③ "ONE WAY" SIGN PER MUTCD SPECS.
④④ MOTORCYCLE PARKING ONLY FREE-STANDING SIGN PER CITY SPECS.

ADDITIONAL SITE FEATURES

- ⑤① MATCH MASTER PLAN GRADE
⑤② RETAINING WALL - SEE STRUCTURAL DETAILS
⑤③ SIDEWALK PER CITY SPECS
⑤④ ADA SIDEWALK RAMP - SEE DETAIL SHEET (C03.2)
⑤⑤ BICYCLE HOOP U-LOCK-IT - SEE DETAIL SHEET (C03.2)
⑤⑥ COVERED SIDEWALK FLUME - SEE DETAIL SHEET (C03.2)
⑤⑦ KNOX-BOX - SEE ARCHITECTURAL DETAIL SHEET
⑤⑧ EASEMENTS AND RIGHT OF WAYS
⑤⑨ CURB CUT PROVIDED BY OTHERS

GRAPHIC SCALE



BM 24 -L16
ALBUQUERQUE CONTROL STATION
LOCATION: 1-3/4" METALLIC DISK EPOXIED TO TOP OF CONCRETE CURB AT NNE INTERSECTION OF GIBSON BLVD SE & YALE BLVD SE.
ELEVATION: 5191.306 (NAVD 88)

FLOOD STATEMENT:
THIS PROPERTY DOES LIE IN AN AREA COVERED BY A FORMAL F.E.M.A FLOOD STUDY. PROPERTY LIES WITHIN ZONE "X" (NO FLOOD HAZARD) AND IS NOT SUBJECT TO 100-YEAR FLOOD HAZARDS. REFERENCE: FLOOD INSURANCE RATE MAP, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO PANEL 350002 0361 G; EFFECTIVE DATE SEPTEMBER 26, 2008.



Approved for access by the Solid Waste Department.

All containers must be made accessible for pick up

between the hours of 5AM and 8PM.

Reviewer: *Herman Gallegos*

Date: 05-16-24

Hazard Route Only

LEGAL DESCRIPTION:
LOT LETTERED "C-2" OF PLAT OF LOTS C-1 AND C-2, LOVELOCE HEIGHTS ADDITION, (BEING A REPLAT OF TRACT C, LOVELOCE HEIGHTS ADDITION), WITHIN SECTION 33, TOWNSHIP 10 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 MAY 18, 2023 IN PLAT BOOK 2023C, PAGE 37.

BUILDING NOTE:
ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER. SEE CITY STANDARD DRAWINGS



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

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REVISIONS:

NO.	DESCRIPTION	DATE
1ST	SUBMITTAL	01-25-24
2ND	PERMIT/BID	03-25-24

ISSUE DATE:

1ST	SUBMITTAL	01-25-24
2ND	PERMIT/BID	03-25-24

DRAWN BY: JRJ

PANDA PROJECT #: S8-25-D26003

PANDA STORE #: D26003



01/25/2024

Civil Engineering Services

Engineering, Land Planning,
and Environmental

7705 Spicer Farm Lane
Fairview, Tennessee
37062
Phone: (615) 533-0401

e-mail: ray@civilengineeringservices.net

PANDA EXPRESS

2040 GIBSON BLVD SE
ALBUQUERQUE, NM 87106

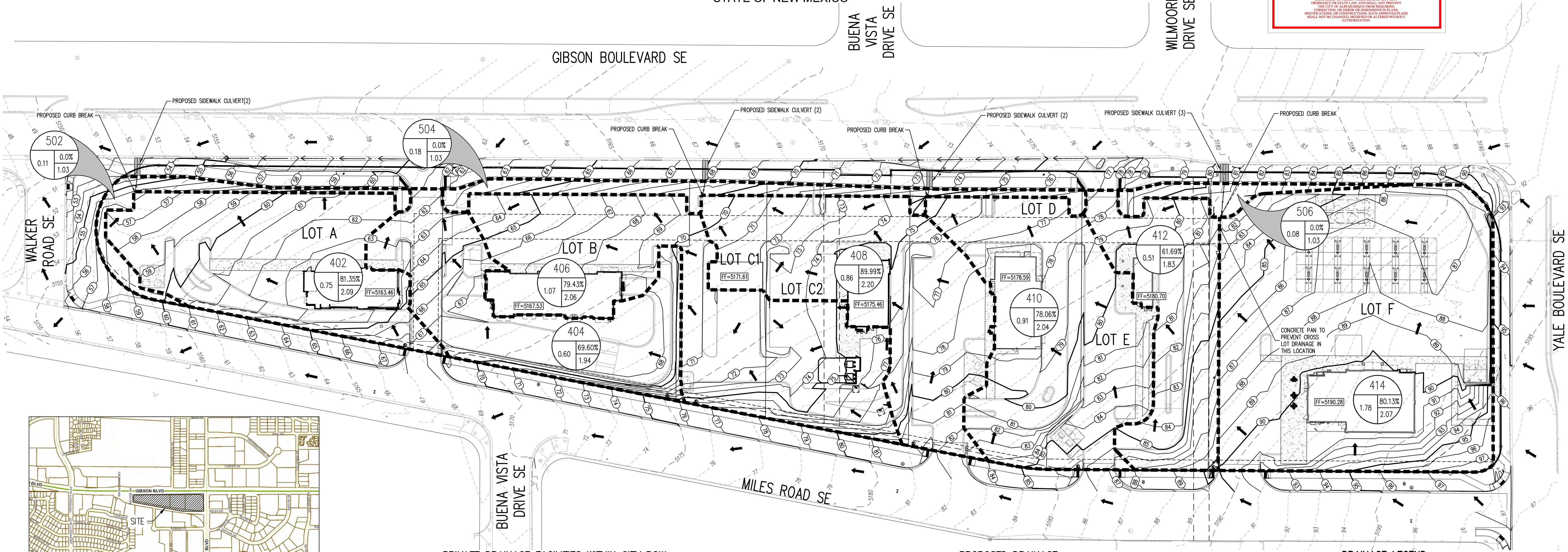
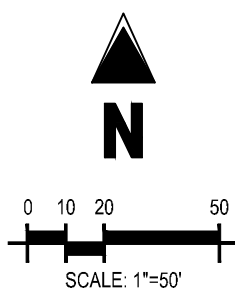
SITE PLAN

C03.0

LOVELACE HEIGHTS ADDITION

MASTER GRADING & DRAINAGE PLAN

2121 YALE BOULEVARD
CITY OF ALBUQUERQUE, COUNTY OF BERNALILLO,
STATE OF NEW MEXICO



PRIVATE DRAINAGE FACILITIES WITHIN CITY ROW:

NOTICE TO CONTRACTOR (SPECIAL ORDER 19 "SO-10")

- BUILD SIDEWALK CULVERT PER COA STD DWG 2236.
- CONTACT STORM DRAIN MAINTENANCE AT (505) 857-8033 TO SCHEDULE A MEETING PRIOR TO FORMING.
- AN EXCAVATION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY.
- 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.
- TWO WORKING DAYS PRIOR TO ANY EXCAVATION, THE CONTRACTOR MUST CONTACT NEW MEXICO ONE CALL, DIAL "811" OR (505) 260-1990 FOR THE LOCATION OF EXISTING UTILITIES.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXCAVATE AND VERIFY THE LOCATIONS OF ALL OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD SO THE CONFLICT CAN BE RESOLVED WITH MINIMAL DELAY.
- BACKFILL COMPACTION SHALL BE ACCORDING TO TRAFFIC/STREET USE.
- MAINTENANCE OF THE FACILITY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY BEING SERVED.
- WORK ON ARTERIAL STREETS MAY BE REQUIRED ON A 24-HOUR BASIS.
- CONTRACTOR MUST CONTACT STORM DRAIN MAINTENANCE AT (505) 857-8033 TO SCHEDULE A CONSTRUCTION INSPECTION. FOR EXCAVATING AND BARRICADING INSPECTIONS, CONTACT CONSTRUCTION COORDINATION AT (505) 924-3416.

PROPOSED DRAINAGE:

AFTER RIGHT-OF-WAY DEDICATION ALONG GIBSON BLVD AND YALE BLVD, THE PROPOSED SITE IS APPROXIMATELY 6.72 ACRES. AT THIS TIME, ONLY RIGHT-OF-WAY IMPROVEMENTS AND OVERALL INFRASTRUCTURE IS PROPOSED WITH THIS PROJECT. RIGHT-OF-WAY IMPROVEMENTS WILL NOT AFFECT THE OVERALL DRAINAGE PATTERN OF THE SITE OR THE SURROUNDING AREAS.

ALL ON-SITE LAYOUTS AND GRADING SHOWN ON THIS PLAN ARE CONCEPTUAL AND SUBJECT TO CHANGE. FOR THE PURPOSES OF STORMWATER QUALITY CALCULATIONS, IT IS BEING ASSUMED THAT ALL LOTS ARE 90% TREATMENT D AND 10% TREATMENT C. ALL LOTS WILL BE INDIVIDUALLY RESPONSIBLE FOR INDIVIDUAL STORM WATER QUALITY TREATMENT. FOR THE PURPOSES OF CURB CHASE SIZING, BASINS HAVE BEEN ESTABLISHED BASED ON THE CONCEPTUAL SITE LAYOUT AND GRADING, AND IMPERVIOUSNESS HAS BEEN CALCULATED AS SUCH.

BASIN "402" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 3.09 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "404" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 2.37 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "406" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 4.36 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "408" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 3.64 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "410" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 3.68 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "412" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 1.98 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

BASIN "414" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 6.72 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY.

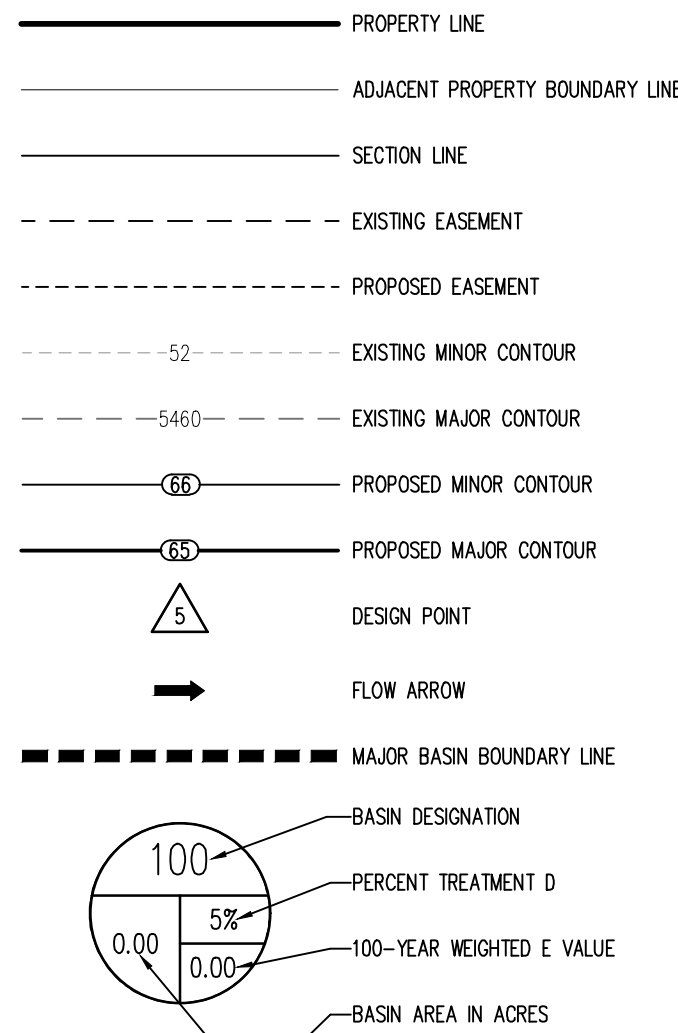
BASIN "502" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 0.33 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY. THIS BASIN REPRESENTS LANDSCAPED AREA AROUND THE PERIMETER OF LOT A.

BASIN "504" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 0.55 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY. THIS BASIN REPRESENTS LANDSCAPED NORTH OF LOTS B, C AND D.

BASIN "506" WILL GENERATE A 100-YR, 6-HOUR FLOW OF 0.24 CFS, WHICH IS ASSUMED TO BE DIRECTED NORTHWEST, WHERE IT SHALL EITHER BE DIRECTED INTO THE GIBSON RIGHT-OF-WAY, OR INTO A WATER QUALITY POND THEN OVERFLOWING INTO THE GIBSON RIGHT-OF-WAY. THIS BASIN REPRESENTS LANDSCAPED NORTH OF LOTS E AND F.

THE TOTAL DISCHARGE INTO THE GIBSON RIGHT-OF-WAY SHALL BE LESS THAN THE DISCHARGE IN THE EXISTING CONDITIONS DUE TO THE INCREASE IN LANDSCAPED AREA ON-SITE.

DRAINAGE LEGEND

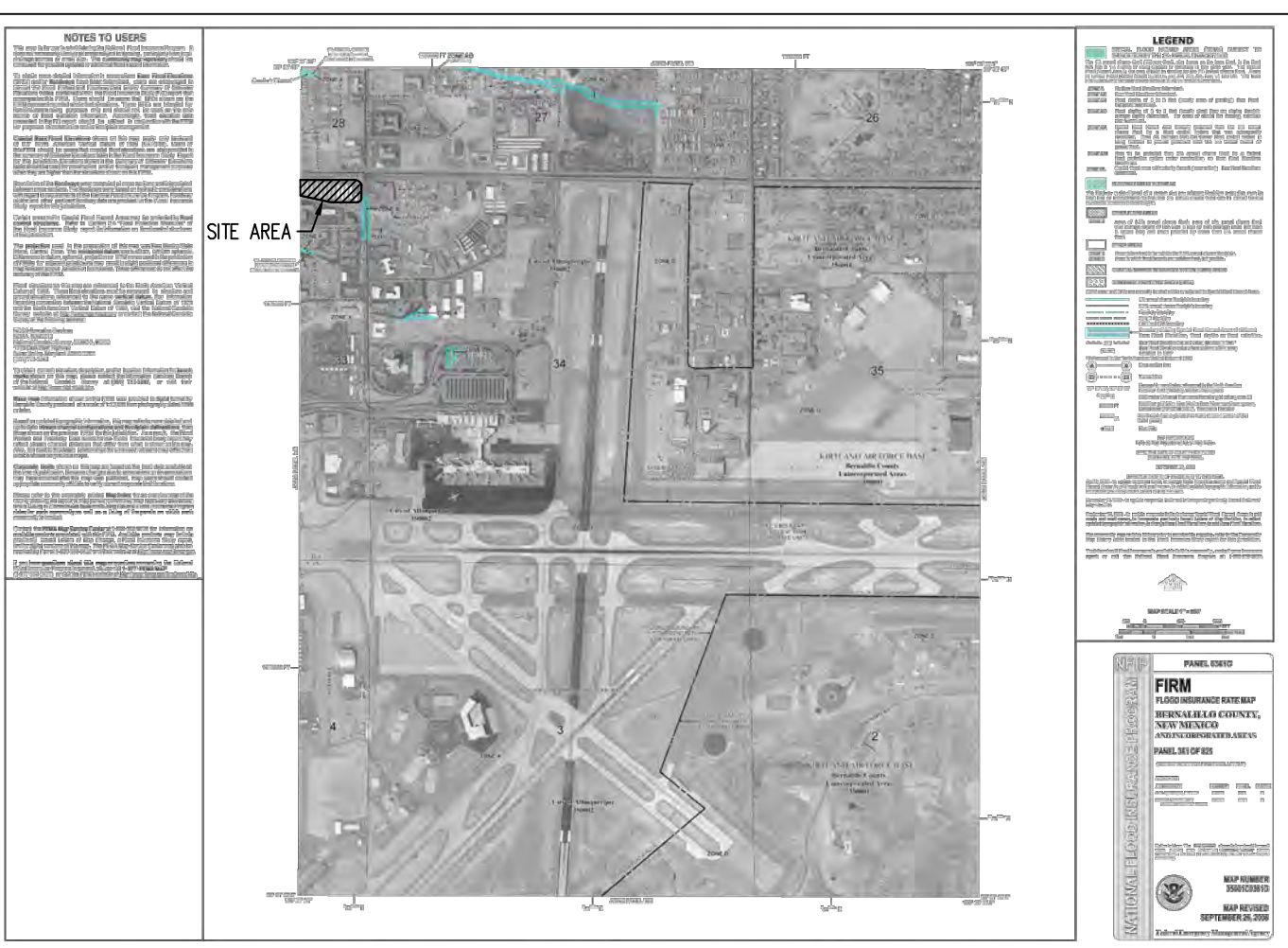


EXISTING DRAINAGE:

THIS SITE IS CURRENTLY DEVELOPED AND USED AS AIRPORT PARKING, CONSISTING OF SEVERAL BUILDINGS, CARPORTS, AND ASPHALT DRIVES. ALMOST THE ENTIRETY OF THE LOT IS IMPERVIOUS AREA. THE SITE IS BOUNDED BY GIBSON BLVD TO THE NORTH, YALE BLVD TO THE EAST, MILES RD TO THE SOUTH, AND WALKER DR TO THE WEST. THE SITE IS APPROXIMATELY 7.18 ACRES AND DRAINS FROM SOUTHEAST TO NORTHWEST, FREE-RELEASING INTO GIBSON BLVD THROUGH SEVERAL SIDEWALK CULVERTS. THE SITE IS NOT LOCATED IN A FLOODPLAIN AS SHOWN ON THE FIRM MAP (SEE THIS SHEET). THE PROJECT DOES NOT RECEIVE OFFSITE FLOWS.

NOTE:

INDIVIDUAL LOTS ARE NOT BEING DEVELOPED AT THIS TIME. LOTS SHALL BE INDIVIDUALLY RESPONSIBLE FOR STORM WATER QUALITY TREATMENT. INDIVIDUAL LOTS SHALL NEED TO CONFORM TO RELEASE RATES SPECIFIED IN THIS PLAN. CURRENT SITE LAYOUT AND GRADING SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE.



Curb Chase Capacity

Weir Equation:

$$Q = CLH^{3/2}$$

Q = Flow
C = 2.95
L = Length of weir
H = Height of weir

2' Curb Chase Capacity (8" Curb)

$$Q = 2.95 \times 2 \times 0.583^{3/2}$$
$$Q = 2.63 \text{ cfs}$$

Required Equivalent Curb Opening				
Basin	100-Year Flow (cfs)	Number of 2' Curb Openings	Equivalent Open Length (ft)	Actual Flow Capacity (cfs)
402	3.09	2	4	5.26
404	2.37	1	2	2.63
406	4.36	2	4	5.26
408	3.64	2	4	5.26
410	3.68	2	4	5.26
412	1.98	1	2	2.63
414	6.72	3	6	7.89

NOTE: LOT LAYOUTS AND GRADING ARE CONCEPTUAL AND SUBJECT TO CHANGE. FOR WATER QUALITY CALCULATION PURPOSES, PROPOSED LOTS ARE ASSUMED TO BE 90% IMPERVIOUS AND SHALL BE INDIVIDUALLY RESPONSIBLE FOR WATER QUALITY TREATMENT BASED ON ACTUAL LAND TREATMENT AT THE TIME OF BUILDING PERMIT SUBMITTAL.

Weighted E Method (Developed)

Basin	Area (sf)	Area (ac)	Treatment A				Treatment B				Treatment C				Treatment D				100-Year				10-Year			
			%		acres	%		acres	%		acres	%		acres	Weighted E		Volume (cfs)	Flow (cfs)		Weighted E		Volume (cfs)	Flow (cfs)			
			%	acres		%	acres		%	acres		%	acres		%	acres		%	acres	%	acres		%	acres	%	acres
402	32,869	0.75	0.00%	0	0.00%	0	18.85%	0.14	81.35%	0.61	2.088	1.575	3.09	1.318	0.994	1.89										
404	26,095	0.60	0.00%	0	0.00%	0	30.40%	0.18	69.60%	0.42	1.935	1.159	2.37	1.197	0.717	1.42										
406	46,590	1.07	0.00%	0	0.00%	0	20.57%	0.22	79.43%	0.85	2.063	2.206	4.36	1.298	1.388	2.65										
408	37,660	0.86	0.00%	0	0.00%	0	10.01%	0.09	89.99%	0.78	2.200	1.902	3.64	1.407	1.216	2.25										
410	39,478	0.91	0.00%	0	0.00%	0	21.94%	0.20	78.06%	0.71	2.045	1.853	3.68	1.284	1.164	2.23										
412	22,403	0.51	0.00%	0	0.00%	0	38.31%	0.20	61.69%	0.32	1.832	0.942	1.98	1.115	0.574	1.17										
414	71,693	1.65	0.00%	0	0.00%	0	19.87%	0.33	80.13%	1.32	2.072	3.410	6.72	1.305	2.148	4.09										
502	4,717	0.11	0.00%	0	0.00%	0	100.00%	0.11	0.00%	0.00	1.030	0.112	0.33	0.480	0.052	0.17										
504	7,918	0.18	0.00%	0	0.00%	0	100.00%	0.18	0.00%	0.00	1.030	0.187	0.55	0.480	0.087	0.29										
506	3,454	0.08	0.00%	0	0.00%	0	100.00%	0.08	0.00%	0.00	1.030	0.082	0.24	0.480	0.038	0.13										
Total	292,877	6.72																								

Equations:

$$\text{Weighted E} = E_a \cdot A_a + E_b \cdot A_b + E_c \cdot A_c + E_d \cdot A_d / \text{Total Area}$$

$$\text{Volume} = \text{Weighted E} \cdot \text{Total Area}$$

$$\text{Flow} = Q_a \cdot A_a + Q_b \cdot A_b + Q_c \cdot A_c + Q_d \cdot A_d$$

Water Quality Calculations					Note: For redevelopment site, SWQV = 0.26 in				
Lot	Impervious Area (sf)	SWQV (in)	Storm Water Quality Vol (cf)	Storm Water Quality Vol (ac-ft)	Lot	Impervious Area (sf)	SWQV (in)	Storm Water Quality Vol (cf)	Storm Water Quality Vol (ac-ft)
A	39,428	0.26	854	0.020	B	39,618	0.26	858	0.020
C1	39,365	0.26	858	0.020	C2	39,365	0.26	858	0.020
D	39,022	0.26	854	0.020	E	37,897	0.26	821	0.019
F	32,034	0.26	694	0.016	F	68,376	0.26	1,481	0.034

Excess Precipitation, E (in)

Zone 2	100-Year	10-Year
Ea	0.62	0.15
Eb	0.80	0.30
Ec	1.03	0.48
Ed	2.33	1.51

Peak Discharge (cfs/acre)

Zone 2	100-Year	10-Year
Qa	1.71	0.41
Qb	2.36	0.95
Qc	3.05	1.59
Qd	4.34	2.71

Galloway

6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
303.770.8884
gallowayus.com



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MASTER GRADING & DRAINAGE PLAN
LOVELACE HEIGHTS ADDITION

125 & GIBSON, LLC.

2121 YALE BOULEVARD
ALBUQUERQUE, NM

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CONCEPTUAL MASTER
GRADING & DRAINAGE PLAN

Old Republic Title Company 2101459 LD

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION is made effective the 27th day of September, 2021, by I25 & Gibson, LLC, a New Mexico limited liability company ("**Developer**"), which declares that the real property comprised of all of the lots, parcels, and sites, platted or unplatted, legally described on Exhibit "A" attached hereto and incorporated herein by reference, to be known in the aggregate as the "**Project**", which is currently owned by the Developer, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "**Declaration**" or "**ECR**") hereinafter set forth.

ARTICLE I PURPOSE

The purpose of this ECR is to control the proper use and most appropriate development of the Project through the imposition of uniform standards and to create easements and common areas for the mutual benefit of the owners of the Project. It is the intent of this ECR to provide conditions, covenants, restrictions and easements that ensure the Project will always be maintained as an attractive, quality-oriented, business environment.

ARTICLE II DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 2.1 "**Applicable Laws**" shall mean and refer to any and all laws, statutes, codes, regulations, ordinances or other governmental or quasi-governmental regulations applicable to and binding on the Project.

Section 2.2 "**Architectural Review Committee**" or "**ARC**" shall initially be comprised of the Developer and shall have the powers and duties as set forth herein. The Developer shall have the right to transfer responsibility and designate other members of the ARC as provided herein below.

Section 2.3 "**Building**" shall mean any constructed improvement as may be allowed within a Lot which contains enclosed space or improvements or equipment to be used exclusively in connection with enclosed space located on such Lot, including walls, facades, patios, porticos, porches, drive thru lanes, kiosks, ATMs, vending machines, exclusive loading and unloading areas, and trash enclosures and appurtenances.

Section 2.4 "**Common Area**" shall mean and refer to those portions of the Project excluding the Buildings, Individual Lot Improvements, and Dedicated Utilities but specifically including all common utilities, shared utility lines and meters, entry features, common signage, drainage (surface and subsurface), sidewalks, roads, drive aisles, access drives, rights-of-way, parking, or any other use or area designated by the Developer for the mutual benefit of Developer, Owners, and/or Occupants of all or a portion of the Project. The Developer declares that all of the Common Areas, whether owned or held by Developer or any Owner, are subject to the reciprocal

easements as provided for in and subject to Article IV herein below, for the mutual benefit of the Developer, Owners and/or Occupants for the above recited purposes, including the rights of ingress, egress, service and accommodation of the general public who have legitimate business with Developer, any Owner, Occupant, tenant or lessee of all or any portion of the Project.

Section 2.5 **"Dedicated Utilities"** shall mean and refer to utility lines and meters that exclusively serve the Lot upon which they are located.

Section 2.6 **"Developed Lot"** shall mean a Lot on which construction has commenced on any portion of the Building on such Lot.

Section 2.7 **"Developer"** shall mean and refer to I25 & Gibson, LLC, a New Mexico limited liability company, its successors and assigns of any or all of its rights under this Declaration.

Section 2.8 **"Improvements"** shall mean and refer to any man-made alterations to the Project including, but not limited to, structures and construction of any kind, whether above or below the property surface, such as any Building, fence, wall, sign, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities (shared or dedicated), grading, landscaping and exterior illumination, as well as construction within the public right of way that is required for or serving the Project.

Section 2.9 **"Individual Lot Improvements"** shall mean and refer to those Improvements that benefit only a single Lot when said Improvements are not located on such Lot and that do not benefit the burdened Lot. The Developer shall, from time to time, designate those Improvements that are Individual Lot Improvements. Each Individual Lot Improvements shall have the prior written consent of the Owner of the burdened Lot, such consent not to be unreasonably withheld, conditioned or delayed. There may be multiple, separate Individual Lot Improvements within the Project. Individual Lot Improvements shall be constructed by an Owner or Occupant of the benefited Lot at the sole cost and expense of the Owner or Occupant of the benefited Lot, lien-free in and a good and workmanlike manner. The Owner of the burdened Lot shall have the right to post statutory notices of non-responsibility on the burdened Lot during the entirety of the construction of the Individual Lot Improvements. Each Owner whose Lot benefits from an Individual Lot Improvement shall be responsible for the construction, repair and maintenance of said Individual Lot Improvement.

Section 2.10 **"Lot"** shall mean and refer to any legally subdivided parcel of the Project, together with any and all Improvements thereon, created and existing by a plat recorded before, concurrent or after the date of this Declaration in the public records of Bernalillo County, New Mexico, on which any Improvement could be constructed, whether or not it has been constructed.

Section 2.11 **"Occupant"** shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Lot or Improvement or any portion thereof (whether or not such right is exercised), as well as their heirs, personal representatives, assigns and successors in interest.

Section 2.12 **"Owner"** shall mean and refer to the record owner, whether one or more partners, persons, trusts, corporations, or other entities, of the fee simple interest (but not contract sellers) to a Lot and including contract purchasers, their heirs, personal representatives, successors or assigns. An Owner may, upon written notice to the Developer, assign all or part of its rights, but not its duties hereunder, to Owner's Occupant. Notwithstanding the foregoing, it is the sole responsibility of Owner to ensure complete compliance with this ECR by any Occupant of the Owner's Lot.

Section 2.13 **"Project Development Plan and Design Criteria"** shall mean and refer to the development plan package as approved by the ARC and such other standards and guidelines for controlling the quality and character of the Improvements to be constructed on the Project which have been adopted by the ARC on or after the date of this Declaration and which may be reasonably amended from time to time by the ARC. Notwithstanding the foregoing, the Developer shall have the right to amend the Project Development Plan and Design Criteria to change the size and boundaries of any Lot and the size and location of any Building, Common Area or Improvements on any Lot with the approval of the owner of said Lot. The Project Development Plan and Design Criteria shall be binding upon all Owners and Occupants of the Project.

Section 2.14 **"Project"** shall refer to the Project, any portion thereof, and any and all Improvements thereon and additions thereto, as are subject to this Declaration.

Section 2.15 **"Site Development Plan"** shall mean any submittals, drawings and conditions of approval as may be approved and granted administratively by the governing authority and the ARC in conjunction with developing or constructing Improvements on all or a portion of any Lot.

Section 2.16 **"Undeveloped Lot"** shall mean a Lot that is not a Developed Lot.

Section 2.17 **"Undeveloped Lot Improvements"** shall mean and refer to those Improvements on an Undeveloped Lot that benefit one or more Developed Lots and that will benefit the Undeveloped Lot when it becomes a Developed Lot. The Developer shall, from time to time, designate those Improvements that are Undeveloped Lot Improvements. There may be multiple, separate Undeveloped Lot Improvements within the Project. If an the Owner of another Lot (the **"Developing Owner"**) determines to develop its Lot prior to commencement of development of the Undeveloped Lot and wishes to construct Improvements on the Undeveloped Lot, then with the prior written consent of the owner of the Undeveloped Lot, such consent not to be unreasonably withheld, conditioned or delayed, the Developing Owner shall have the right to construct the Undeveloped Lot Improvements at the sole cost and expense of the Developing Owner, lien-free in and a good and workmanlike manner. The Owner of the Undeveloped Lot shall have the right to post statutory notices of non-responsibility on the Undeveloped Lot during the entirety of the construction of the Undeveloped Lot Improvements. All Undeveloped Lot Improvements shall be considered a part of Common Area.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

Section 3.1 Necessity of Architectural Review and Approvals. No Improvement of any kind shall be commenced, constructed, erected, placed, altered or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, nor shall any subdivision platting or replatting of any Lot be made, until the Site Development Plan with respect thereto has been approved by the ARC. The Site Development Plan shall include any and all information as required by the ARC. The Site Development Plan shall be submitted to the ARC in PDF format over the signature of the Owner or the Owner's authorized agent together with a review fee of \$1,000.00 per submittal ("**ARC Review Fee**"). The ARC Review Fee is subject to revision from time to time by the ARC.

Section 3.2 Architectural Review Committee Review and Approval Process. Approval of the Site Development Plan shall be based upon, among other things, the conformity thereof with the Project Development Plan and Design Criteria. All submittals and approvals shall be made in accordance with the requirements of the ARC. The ARC shall not arbitrarily or unreasonably withhold its approval of the Site Development Plan. ARC approval does not constitute governing body approval, technical approval, compliance with governmental codes or suitability of the Improvements for Owner or Occupants intended use. The Project Development Plan and Design Criteria is subject to revision from time to time by the ARC.

Section 3.3 Powers and Duties. The ARC shall have the following powers and duties:

- A. To reasonably modify or amend the Project Development Plan and Design Criteria from time to time.
- B. To require submittals by Owners related to all Improvements.
- C. To approve or disapprove any Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Project and to approve or disapprove any exterior additions, changes, modifications or alterations therein, thereon or thereto. All decisions of the ARC shall in all events be final and dispositive upon all parties.
- D. If any Improvement is changed, modified or altered without prior approval of the ARC, then the Owner shall upon demand cause the Improvement to be restored to comply with the Site Development Plan originally approved by the ARC and said Owner shall bear all costs and expenses of such restoration, including the costs and reasonable attorney's fees of the ARC.
- E. To revise or waive the ARC Review Fee.
- F. To perform such incidental acts as may be necessary in the exercise of its powers.

Section 3.4 Initial ARC. Developer shall serve as the initial ARC until such time as Developer assigns its rights hereunder and records notice thereof in the public records of Bernalillo County, New Mexico. All submittals and notices required to be sent to Developer shall be sent to:

I25 & Gibson, LLC

ATTN: ARC
7620 Jefferson St. NE
Albuquerque, NM 87109

Section 3.5 Liability. Neither the ARC, its individual members, the Developer nor their respective heirs, successors or assigns shall be liable for damages to anyone submitting a Site Development Plan to them for approval, or to any Owner or Occupant affected by this Declaration, by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such Site Development Plan. Every person who submits a Site Development Plan to the ARC for approval agrees, by submission of such Site Development Plan and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, that said Owner or Occupant will not bring any action or suit against the ARC, its members or Developer to recover any such damages.

Section 3.6 Limitation of Action. Notwithstanding anything to the contrary herein contained, after the expiration of three (3) year from the date of the issuance of a certificate of occupancy by the appropriate governmental authority for any Improvement or substantial completion thereof if no certificate of occupancy is required, said Improvement shall, in favor of purchasers, tenants and encumbrancers, in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless: (i) the purchaser, tenant or encumbrancer has actual notice of such noncompliance or noncompletion; (ii) the ARC has filed of record a notice of noncompliance or noncompletion in the public records of Bernalillo County, New Mexico; or (iii) legal proceedings shall have been instituted to enforce compliance or completion.

ARTICLE IV COMMON AREAS

Section 4.1 Grant of Easements. Developer and each Owner hereby grants:

A. a perpetual, non-exclusive, reciprocal access easement for vehicular, pedestrian and bicycle ingress and egress over, upon and across the Common Areas of the Project as such Common Areas may exist from time to time for the use of Developer, Owners, and Occupants of the Project, and their successors, assigns, agents and invitees, and any emergency and governmental service providers;

B. a perpetual, non-exclusive, reciprocal cross drainage (surface and subsurface) easement over, under and across all portions of each Lot which are not used for Buildings to Developer, Owners, and Occupants of the Project, and their successors, assigns, agents and invitees. In addition, each Lot shall comply with Applicable Laws regarding retention or detention requirements and such other requirements established under the Project Development Plan and Design Criteria;

C. a perpetual non-exclusive, underground and surface utility easement within the Common Areas to the governing authority and other public and private utility companies, Developer, Owners, and Occupants of the Project, and their successors, assigns, agents and invitees for the purpose of placing, connecting and maintaining lines for gas lines, electric, communication, cable, drainage, water, and sanitary sewer along with other pipe conduits as well

as meters, pedestals, transformers and other surface equipment to the extent it cannot be located underground; provided, however, utilities shall not be located so as to impact the location of the Building on any Lot;

D. a perpetual, non-exclusive reciprocal parking easement for vehicles and bicycles to Developer, Owners, and Occupants of the Project, and their successors, assigns, agents and invitees within the parking area portions of the Common Areas on each Lot as the same may exist from time to time; provided, however, the Owner of each Lot shall at all times provide sufficient parking on its Lot or portion thereof to satisfy any and all Applicable Laws and subject to the approval of the Developer, the Owner may designate a limited number of parking spaces on their Lot as short term exclusive use; and

E. A perpetual non-exclusive easement for the construction (including staging), maintenance, repairs and replacements of the Individual Lot Improvements and Undeveloped Lot Improvements to the Developer and benefitted Owner(s) by each Owner over, upon, under and across their respective Lots.

Section 4.2 Limitations on Use of and Common Areas.

A. The Common Areas are hereby reserved for the sole and exclusive use of the Developer, Owners, and Occupants of the Project, and their successors, assigns, agents and invitees. The Common Areas may be used for the purposes set forth herein and for no other purpose unless otherwise specifically agreed to by the Developer. All Improvements placed or constructed in the Common Areas shall be approved by the ARC and shall be in accordance with the Project Development Plan and Design Criteria. The Common Areas shall be kept, repaired, replaced and maintained as provided for in Article V. All portions of a Lot which are not used for Buildings, and are not designated Individual Lot Improvements or Undeveloped Lot Improvements shall be developed by the Owner of the Lot, at that Owner's sole cost and expense, in accordance with the Project Development Plan and Design Criteria. No changes to the Common Areas Improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, walls, fences and landscaped areas may be made without the prior written approval of the ARC.

B. Customers and invitees of businesses in the Project shall not be permitted to park on the Common Areas except while shopping or transacting business in the Project.

C. The alteration in the natural water flow which may occur on a Lot as a natural consequence of normal construction activities and the existence of the Improvements substantially as shown on the Project Development Plan and Design Criteria (including, without limitation, Buildings and Building expansions, curbs, drives and paving) shall be permitted, provided that such diversion of water flows does not interfere with the use and beneficial enjoyment of any of the other Lots.

D. No walls, fences or barriers of any kind shall be constructed or maintained within the Common Areas, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including, without limitation, of pedestrians and vehicular traffic between the various Lots; except in the event of a bona fide emergency.

E. Subject to Article IX, no portion of the Common Areas shall be used for outdoor sales, construction staging, signage (other than as contained on Developer-designated

signs or storefronts), including without limitation, flags, A-frame signage, sandwich boards, banners, and/or billboards without the written approval of the ARC.

ARTICLE V MAINTENANCE/INSURANCE/TAXES

Section 5.1 Maintenance of the Improvements and Lots. Subject to Sections 5.2 and 5.3 below, each Owner, at its sole cost and expense, shall be responsible for the operation and continued maintenance, including repair and replacements, of Improvements on their respective Lots. Each Owner, at its sole cost and expense, shall be responsible for keeping its Lot free of debris, rubbish and weeds.

Section 5.2 Individual Lot Improvements Maintenance Responsibilities. Maintenance of Individual Lot Improvements shall be the responsibility of the Owner of the Lot benefited by the Individual Lot Improvements.

Section 5.3 Undeveloped Lot Improvements Maintenance Responsibilities. Until commencement of construction of improvements on the Undeveloped Lot by the Owner thereof (“**Construction Start**”), the Owner of the Developed Lot benefited by the Undeveloped Lot Improvements, at its sole expense, shall maintain the Undeveloped Lot Improvements in good order and repair. From and after Construction Start on the Undeveloped Lot, the Undeveloped Lot Improvements shall be considered Improvements maintained in accordance with Section 5.1.

Section 5.4 Insurance on Lot. Each Owner shall be responsible for providing and maintaining, or causing such insurance to be provided and maintained, (a) commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring itself, the Developer, if applicable, against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Lot, including all Common Areas within said Lot, and (b) property insurance on any Improvements on the Lot against loss, damage or destruction by fire and other casualty (excepting flood, earthquake and terrorism coverage) under a standard "special form" policy in an amount equal to the full replacement cost of the Improvements, or equivalent self-insurance approved by the Developer. Such insurance shall be written with an insurer licensed to do business in New Mexico with an A.M. Best Company (“**Best’s**”) rating of at least A- and a Best’s financial performance rating of at least VII, and the Developer shall be named on the policy as an additional insured. The limits of liability of all such insurance shall be not less than \$2,000,000.00 for personal injury or bodily injury or death of any one person, \$2,000,000.00 for personal injury or bodily injury or death of more than one person in one occurrence and \$2,000,000.00 with respect to damage to or destruction of the Improvements; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000.00 per occurrence. The Developer may increase the limits of such insurance as reasonably necessary to reflect then appropriate limits for such insurance. The Owners shall furnish the Developer prior to taking title to any Lot and thereafter prior to the expiration or termination of any existing insurance policy with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall

not be canceled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to Developer. Any Owner may elect, upon prior written notice to Developer to self-insure for any of the risks otherwise covered by the commercial general liability insurance described in this Section 5.4, provided that such Owner certifies to Developer at the time of commencement of such self-insurance, and maintains throughout the period of self-insurance, a minimum net worth of One Hundred Million Dollars (\$100,000,000.00) as determined using generally accepted accounting principles, consistently applied. The obligations of an Owner under this Section 5.4, upon written notice to the Developer, may be assigned to the Occupant of the applicable Lot.

Section 5.5 Taxes and Governmental Assessments. The Owners shall pay prior to delinquency all taxes and governmental assessments levied or assessed against their respective Lots. The Owners shall each have the right to contest the amount or validity of all or any part of the taxes and assessments which said Owners are required to pay.

Section 5.6 Enforcement. If, in the reasonable opinion of the Developer or any other Owner or Occupant (“**Enforcing Party**”), any Owner or Occupant has failed in any of the duties or responsibilities under Section 5.1 through 5.4, then the Enforcing Party may give such person written notice of such failure, and such person must obtain the insurance required by Section 5.4 within ten (10) days of such written notice and commence performance of the care, repair, replacement or maintenance required by Sections 5.1 through 5.3 within thirty (30) days of such written notice and diligently pursue performance to completion. Should any such person fail to fulfill this duty and responsibility within such period, then the Enforcing Party, through its authorized agents, shall have the right and power to enter onto the Lot of the offending Owner or Occupant and perform such care, repair, replacement and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person or entity, or acquire insurance in compliance with Section 5.4. The Owners and Occupants for which such work is performed or insurance is obtained shall, jointly and severally, be liable for the cost of such work or policy, plus an additional twenty percent (20%) of such costs as an administrative fee to cover the Enforcing Party’s costs associated with such work or policy. Owner or Occupant shall reimburse the Enforcing Party within thirty (30) days after receipt of a statement for such work from the Enforcing Party.

ARTICLE VI REPAIR REIMBURSEMENT; LIEN FOR UNPAID OBLIGATIONS

Section 6.1 Repair Reimbursement. If, in the process of construction upon any Lot or other portion of the Project, or in making any Improvement, or through negligence or intentional misconduct, the Owner or Occupant, their employees, agents or independent contractors cause damage to any other Lot, Improvement, Common Areas, public rights-of-way or to any other property owned by someone else within the Project, the Owner or Occupant (where applicable) shall be responsible for such damage. If the Owner or Occupant who caused such damage fails to commence repair all such damage at its sole cost within thirty (30) of written notice thereof from the Developer or any other Owner or Occupant of the damaged Lot and

diligently pursue repair to completion, then the Developer or the Owner or Occupant of the damaged Lot (the **"Repairing Party"**) may make repairs or otherwise cures the damage caused by the Owner, its employees, agents or independent contractors, and the Owner or Occupant (where applicable) shall be obligated to reimburse the Repairing Party for all expenses the Repairing Party incurred in curing the damage plus a twenty percent (20%) administrative fee to cover Repairing Party's costs associated with such repairs or otherwise cure such damage (the **"Repair Reimbursement Amount"**). The Repair Reimbursement Amount shall be due within ten (10) days after receipt of written notice from the Repairing Party by Owner or Occupant (where applicable) setting forth the nature of the work necessitating the repair work and the amount of the Repair Reimbursement Amount.

Section 6.2 **Creation of the Lien and Personal Obligation of Unpaid Obligations.** Each Owner of a Lot or any undivided interest therein (by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to all amounts due by the Owner of such Lot (the **"Obligated Owner"**) pursuant to the terms of this Declaration, including but not limited to pursuant to Sections 5.6 and 6.1 (the **"Obligated Owner's Obligations"**). All such amounts for Obligated Owner's Obligations that are not paid timely, together with interest and late charges as hereinafter defined, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot or Lots owned by the Obligated Owner (the **"Obligated Owner's Lot(s)"**) and shall be a continuing lien upon the Obligated Owner's Lot(s) in favor of any party that has satisfied any portion of the Obligated Owner's Obligations, including any Enforcing Party and any Repairing Party (as applicable, a **"Curing Party"**) and shall be the personal obligation of the Obligated Owner and its successors. No Obligated Owner of a Lot may waive or otherwise escape liability for the amounts otherwise provided for herein by non-use of the Common Areas or by abandonment.

Section 6.3 **Effect of Non-Payment - the Lien, the Personal Obligation, Remedies.** The lien of the Curing Party upon a Lot for amounts described in Sections 5.6, 6.1 and 6.2 shall be effective from and after recording, in the real estate records of Bernalillo County, New Mexico, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner and the amount and date when due. Such claim of lien shall include amounts which are due and payable when the claim of lien is recorded, plus interest as described below, costs, attorneys' fees, late fees as set forth below, advances to pay taxes and prior encumbrances and interest thereon to the entry of a judgment in favor of the Curing Party with respect to such lien. Such claims of lien shall be signed and verified by an officer or agent of the Curing Party. Upon full payment of all sums accrued by such claim of lien, the same shall be released of record. If the amount due is not paid within fifteen (15) days after the due date, the amount shall bear a late charge in the amount of five percent (5%) of the entire amount then due, and thirty (30) days following the due date the unpaid amount shall bear interest from the date due at the rate of fifteen percent (15%) per annum. Any time an amount due under this Declaration remains delinquent for thirty (30) or more days, the Curing Party may bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount due the cost of preparing and filing the complaint in such action including reasonable attorneys' fees, and, in the event a

judgment is obtained, such judgment shall include late charges and interest on the amount due as above provided and reasonable attorneys' fees to be fixed by the Court, together with the cost of the action.

Section 6.4 Subordination to Lien of Mortgages. Notwithstanding anything to the contrary in this Declaration, the lien for the amounts due under this Declaration, shall be subordinate to the lien of any first mortgage or deed of trust to a federal or state-chartered bank, life insurance company, federal or state savings and loan association, real estate investment trust, retirement fund or institutional mortgage company. Such subordination shall apply only to the amounts which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure of such mortgage, deed of trust, or a deed or other transfer in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any amounts thereafter becoming due under this Declaration nor from the lien securing any amounts thereafter becoming due under this Declaration.

ARTICLE VII INDEMNIFICATION/WAIVER OF SUBROGATION

Section 7.1 Indemnification. Each Owner hereby agrees to indemnify and save the other Owners and Developer harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments of third parties arising from personal injury, death or property damage and occurring on or from its Lot, except to the extent proximately caused, in whole or in part, by the act or omission of the party claiming indemnification hereunder.

Section 7.2 Waiver of Subrogation. Neither the Developer nor the other Owners, their successors and assigns shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any Improvement or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Declaration. The Developer and the other Owners, their successors and assigns shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

Section 7.3 Limitation on Indemnities. To the extent, if at all, §56-7-1 N.M.S.A. 1978 is applicable to this Declaration, no indemnity obligation provided in this Declaration will extend to any obligation that violates such statute, including but not limited to any liability, claims, damages, losses or expenses, including attorney's fees relating to the construction, installation, alteration, modification, repair, maintenance, servicing, demolition, excavation, drilling, reworking, grading, paving, clearing, site preparation or development of any real property or of any improvement on, above or under real property and arising out of (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the indemnitee, or the agents or employees of the indemnitee, or (ii) the giving or the failure to give directions or instructions by the indemnitee, or the agents or the employees of the indemnitee

where the giving or failure to give directions or instructions is the primary cause of bodily injury to Persons or damage to property.

ARTICLE VIII EMINENT DOMAIN AND CASUALTY

Section 8.1 **Owner's Right to Award.** Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain, condemnation or transfer in lieu thereof affecting said other Owner's Lot or giving the public or any government any rights in said Lot. In the event of any exercise of eminent domain, condemnation or transfer in lieu thereof of any part of the Common Areas, the award attributable to the Project and Improvements of such portion of the Common Areas shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owners of any other portion of the Common Areas.

Section 8.2 **Collateral Claims.** All Owners other than the Owner of the Lot taken by the exercise of eminent domain, condemnation or transfer in lieu thereof may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the Project and Improvements taken from the Owner of said Lot.

Section 8.3 **Casualty.** In the event all or any portion of any Building or the Improvements in the Project is damaged or destroyed by fire or other casualty, or is taken or damaged as a result of the exercise of the power of eminent domain, condemnation or any transfer in lieu thereof, the Lot Owner or Occupant shall: (A) promptly restore or cause to be restored (i) the remaining portion of the Improvements as nearly as practicable to the condition of the same immediately prior to such casualty or eminent domain, condemnation or transfer in lieu thereof, and (ii) the remaining portion of such Building; or (B) in lieu thereof, shall remove or cause to be removed the damaged portion of such Building and/or such Improvements together with all rubble and debris related thereto. All portions of the Lot on which Buildings are not reconstructed following a casualty or eminent domain, condemnation or transfer in lieu thereof shall be graded or caused to be graded by the Owner of said Lot to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Project or any portion thereof shall be left in a stabilized condition with dust/weed/erosion control as agreed to by the ARC.

ARTICLE IX USE AND RESTRICTIONS

Section 9.1 **Prohibited Uses.** No part of the Project shall be used for the purposes of the sale of adult products or adult bookstores or adult audio/video products stores or any store or club whose activities include the display of partially or totally nude males or females (whether topless or bottomless or otherwise).

Section 9.2 **Prohibited Activities.** No exterior portion of any Building shall be used for outdoor sales, construction staging, signage (other than as contained on Developer designated signs or storefronts), including without limitation, flags, A-frame signage, sandwich boards,

banners, and/or billboards without the written approval of the ARC.

ARTICLE X DEVELOPER'S RESERVED RIGHTS TO PROJECT

Section 10.1 Extension of ECR to Include Additional Property. The Developer may at any time make other properties now or hereafter owned by Developer subject to this ECR by executing an instrument in writing applying this ECR to such other properties and by recording the instrument in the public records of Bernalillo County, New Mexico.

Section 10.2 Grant of Easement. The Developer, through their duly authorized employees and contractors, shall have the right and easement, to enter onto a Lot and/or the Common Areas, including Improvements, at any reasonable time to perform such inspection and/or maintenance as may be authorized in this Declaration.

Section 10.3 Enforcement. Developer shall have the right to take such steps as it deems necessary to prevent those persons not authorized to use the Common Areas from using the Common Areas for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Project except along the common boundary line of any Lot with any other Lot.

Section 10.4 Withdrawal of Property. Developer may, but shall have no obligation to, withdraw at any time or from time to time portions of the Project that are then not Developed Lots. The withdrawal of said portions of the Project as aforesaid shall be made and evidenced, by filing in the public records of Bernalillo County, New Mexico, a supplementary Declaration executed by the Developer alone, with respect to the portions of the Project to be withdrawn.

Section 10.5 Future Platting and Subdivision. Developer shall be entitled at any time and from time to time to plat, vacate and/or replat all or any part of the Project owned by Developer and to file subdivision restrictions and/or amendments thereto with respect to any portion or portions of the Project owned by Developer, without the consent of the ARC or the Owners or any mortgagee of the Project. If required, Owner and/or its successors or assigns or any mortgagee of the Project shall execute such approvals, as are required by the municipality governing such platting and subdivision.

Section 10.6 Continued Development. Developer shall be entitled at any time and from time to time to further develop the Project and to obtain and record such governmental or quasi-governmental approval as may be necessary to effectuate such development, without the consent of the ARC or the Owners or any mortgagee of the Project. Each Owner and/or its successors or assigns will cooperate fully and promptly with Developer, its successors and/or assigns to enable Developer, its successors and/or assigns to develop the remaining portion of the Project. Such cooperation shall include Owner and/or its successors or assigns or any mortgagee of the Project executing such approvals, as are required by the governmental and/or quasi-governmental body governing the development.

Section 10.7 **Future Easements and Rights-of-Way.** The Developer reserves the right from time to time hereafter to delineate, plat, grant or reserve within portions of the Project, whether or not previously conveyed or hereby granted, such easements and rights-of-way for public or private streets, roads, sidewalks, ways and appurtenances thereto, and such easements or right of way for public or private drainage and utilities, as it may deem necessary or desirable for the development of the Project (and from time to time to change the location of the same) free and clear of this ECR and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations. Each Owner agrees to cooperate in granting such easements and rights-of-way, for the benefit of the Project.

ARTICLE XI CONSTRUCTION RULES

Section 11.1 **Contractors.**

A. All contractor(s) shall be properly licensed to perform the construction activity being undertaken by or on behalf of any Owner or Occupant.

B. All construction activity performed by or on behalf of any Owner or Occupant shall comply with:

- i. applicable laws, statutes, ordinances, rules, regulations and codes and the requirements of various rating bureaus, including procurement of all licenses and permits required for such work;
- ii. the Project Development Plan and Design Criteria and Site Development Plan; and
- iii. the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction.

C. Owner or Occupant's contractor shall maintain the following "Required Insurance":

- i. Worker's Compensation and Employer's Liability Insurance.
 1. Worker's compensation insurance as required by any applicable law or regulation.
 2. Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
- ii. General Liability Insurance. Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and required coverages:
 1. Premises and Operations;
 2. Products and Completed Operations;
 3. Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents;
 4. Broad Form Property Damage (including Completed Operations);
 5. Explosion, Collapse, and Underground Hazards;
 6. Personal Injury Liability:
 - \$2,000,000 each occurrence (for bodily injury and property damage;

- \$2,000,000 for Personal Injury Liability;
 - \$2,000,000 aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the work);
 - \$2,000,000 general aggregate.
7. Automobile Liability Insurance.
- Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.
8. Umbrella/Excess Liability Insurance
- The general contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000 unless otherwise approved by the ARC.
- iii. If the construction activity involves the use of any area outside of the Owner's Lot, the ARC's written consent must be given and such consent will be conditioned, among other things, on each area outside of the Owner's Lot complying with the Required Insurance, including naming any impacted Lot's Owner as an additional insured.
- iv. All Required Insurance must be written by an insurance company licensed in the State of New Mexico with Best's rating of at least A- and a Best's financial performance rating of at least VII and must provide that it shall not be canceled, or reduced in an amount or coverage below the criteria set forth above without at least thirty (30) days prior written notice to the additional insured(s). If such insurance is canceled or expires, Owner/Occupant and/or Owner/Occupant's contractor(s) shall immediately cease all construction activity until either the required insurance is reinstated or replacement insurance obtained.
- v. All insurance shall name Developer as an additional insured holder/additional insured:

I25 & Gibson, LLC, a New Mexico limited liability company
 7620 Jefferson NE
 Albuquerque, New Mexico 87109

- vi. The Required Insurance shall remain in full force and effect until the completion of Owner or Occupant's construction activity.

Section 11.2 Construction Activities and Staging

A. Owner/Occupant shall not perform or cause to be performed any construction activity outside of the Owner's Lot or in any Common Areas of the Project without the ARC's prior written approval.

B. All staging areas must be approved by the ARC surrounded by appropriate fencing in accordance with local governmental requirements.

C. No portion of the Common Areas of the Project shall be used: (i) as staging areas for construction equipment or materials, (ii) for the parking of construction vehicles, or (iii) as a parking area or for other use by construction employees, without the express written approval of the ARC.

D. All construction activity shall be accomplished in an expeditious, diligent and speedy manner.

E. All construction activity shall be performed in a manner to reasonably minimize any dust, debris or noise and in such a manner so as not to unreasonably interfere with any occupant's or invitees' use and access to spaces within the Project, the Common Areas of the Project, and use of the drive aisles in the Project.

F. Owner/Occupant shall: (a) pay all costs and expenses associated with its construction activity; (b) take necessary measures to minimize disruption and inconvenience caused by Owner/Occupant construction activity; (c) make adequate provisions for the safety and convenience of other Owners/Occupants of the Project; (d) control dust and other particles, noise, noxious odors, and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (e) repair any and all damage caused by or resulting from construction activity; (f) restore all affected portions of the Project to a condition equal to or better than the condition existing prior to beginning construction activity; (g) indemnify and hold harmless all other Owners and Occupants in the Project against any mechanics' liens for developing Owner/Occupant's construction activity.

G. Owner/Occupant will be responsible for removal of construction rubbish. The location of the developing Owner's rolloff or dumpster for construction rubbish shall be approved by the ARC. The developing Owner/Occupant shall repair any damage caused by the placement or servicing of the rolloff or dumpster.

H. No construction activity shall be in existence for more than nine (9) consecutive calendar months without written approval of the ARC.

I. At no time shall the developing Owner/Occupant's construction activity unreasonably interfere with the business operations of the Project (outside of the Lot being developed) and shall not block or impede ingress or egress from public roads to the Project.

Section 11.3 Construction Blackout Dates. In no event shall any Construction Activity be performed during the period from November 1 of any year to January 2 without written approval of the ARC.

ARTICLE XII MISCELLANEOUS

Section 12.1 Owners' Easements of Enjoyment. Every Owner shall have a reciprocal right of easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of all portions of the Project, subject to the following:

A. All provisions of this Declaration and the plats of all or any part of the Project.

B. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Developer.

C. Restrictions filed separately in the records of Bernalillo County, New Mexico with respect to all or any part of the Project.

Section 12.2 **Allowed Operations and Uses.** All of the Lots are intended to be used for commercial uses, in compliance with all ordinances of the governing authority and the Project Development Plan and Design Criteria. Any other uses must be approved by Developer and be in compliance with this Declaration, all ordinances of the governing authority, title matters of record, and the Project Development Plan and Design Criteria.

Section 12.3 **Nuisance.** Unless otherwise specifically prohibited by the governing authority, title matters of record, the Project Development Plan and Design Criteria or this Declaration, any operation and use will be permitted if it is performed or carried out entirely within a Building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent Lots such as, but not limited to, vibration, sound, electro-mechanical disturbance, radiation, discharge of waste materials, electromagnetic disturbance, air or water pollution, dust pollution or the emission of odorous, toxic or non-toxic matter. Further, no noxious or offensive trade, service or activity such as night clubs or strip clubs shall be permitted within the Project.

Section 12.4 **Delegation of Use.** Subject to such limitations as may be imposed by this Declaration, or rules and regulations imposed by the Developer, each Owner may delegate the right of enjoyment in and to the Common Areas to its Occupants and invitees.

Section 12.5 **Occupant Designee.** An Owner may designate, by written notice delivered to the other Owners and the Developer containing such designee's name and address, an Occupant with respect to an entire Lot to act as such Owner's designated agent for all purposes under this Declaration and to exercise all rights and perform all obligations of such Owner under this Declaration, including any self-insurance provisions applicable to such Owner. Upon delivery of such written designation to the other Owners and the Developer, the designated Occupant shall be recognized as the party responsible for, and with authority regarding, all matters under this Declaration respecting the Lot owned by such Owner, except as otherwise expressly set forth below. Such designation shall remain in full force and effect until delivery to the other Owners, the Developer of a written revocation of the designation by the Owner (or the Owner's successors or assigns). Notwithstanding the foregoing, the Owner shall at all times remain primarily responsible and liable for the obligations of such Owner under this Declaration. Notwithstanding the foregoing, the designated Occupant of an Owner shall have no power or authority to agree or consent to the amendment, modification or termination of this Declaration.

Section 12.6 **Further Subdivision.** Subject to Section 10.5, no further subdivision or vacation of a subdivision of the Project shall be allowed unless approved by the ARC and the governing authority.

Section 12.7 **No Partition.** There shall be no judicial partition of the Common Areas, nor

shall Developer, any Owner and any other person acquiring any interest in the Project or any part thereof, seek judicial partition thereof.

Section 12.8 Term. This Declaration, every provision hereof, and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of thirty (30) years from the recording hereof in the public records of Bernalillo County, New Mexico, and shall thereafter be renewed automatically for successive ten (10) year periods unless and until terminated as provided in Section 12.9 below.

Section 12.9 Termination and Modification. Developer shall have the right to amend, modify and/or terminate this Declaration without the approval of the ARC or any Owner; provided, however, any amendment or modification that seeks to cause a Lot's parking ratios to be reduced, its utility services to be reduced, the drainage plan affecting the Lot affected to its material detriment, the Lot's access points or driveways materially changed, or the use materially changed shall require the written consent of the Owner of the affected Lot.

Section 12.10 Assignment of Developer's Rights and Duties. Any and all of the rights, powers and reservations of the Developer herein contained may be assigned to any person or entity, which person or entity will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person or entity evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein. If at any time the Developer (A) does not own any Lot within the Project; or (B) ceases to exist; and (C) has not made such an assignment, the Owners shall form an association to administer this Declaration, which shall assume the rights, powers and reservations of the Developer. The Developer may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to one or more agents, including a property manager whether affiliated or un-affiliated with Developer, as it may nominate. The Developer may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this Declaration to any one or more persons or entities, that will accept the same. Any such assignment shall be in writing and recorded in the public records of Bernalillo County, New Mexico and the assignee shall join therein for the purpose of evidencing its acceptance of the same. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Developer and the Developer shall automatically be released from such responsibility.

Section 12.11 Mutuality and Reciprocity - Runs With Land. All covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot in favor of every other Lot, shall create reciprocal rights and obligations between all grantees of each Lot, their heirs, successors, personal representatives and assigns, and shall, as to said grantees, their heirs, successors, personal representatives and assigns, operate as covenants running with the land for the benefit of all other Lots.

Section 12.12 Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Developer, the Owners of all Lots and the

grantees of additional land made subject to this Declaration and their respective heirs, successors, personal representatives and assigns.

Section 12.13 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of a Lot, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the Owner and the Developer. Notwithstanding any other provisions herein to the contrary, Developer or the Owner(s) of the Lot(s) affected hereby may periodically restrict ingress and egress to and from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the Owners and Occupants, and to the extent it is done by Owners shall be approved by the ARC.

Section 12.14 Notices. Any notice required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for an Owner: (A) if the Lot is improved, to the address set forth in the tax rolls; (B) if the Lot is not improved, to the address set forth in the deed; or (C) if none of the foregoing, to the last known address of the Owner; and if intended for Developer, to the following address:

I25 & Gibson, LLC
Attn: General Counsel
7620 Jefferson NE
Albuquerque, New Mexico 87109
Telephone: (505) 858-0001

The address of the Developer may be changed from time to time by recording a change of address in the county land records specifically referencing this recorded Declaration by book and page.

Section 12.15 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

Section 12.16 Failure to Enforce Not a Waiver of Rights. Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Project or of any other provision of this Declaration. The failure of Developer or any Owner to enforce any provision of the Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of the Declaration.

Section 12.17 Condominium. This Declaration shall not be construed to limit or prevent a Lot or other Project and the Improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for any Lot or other Project shall not be construed as constituting a subdivision of the Lot or other Project.

Section 12.18 Annexation. In the event the Project or any portion thereof is annexed into the City of Albuquerque, approval of the City of Albuquerque, as applicable shall be required.

Section 12.19 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project has and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein.

Section 12.20 Severability. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations nor any part thereof shall be thereby affected or impaired.

Section 12.21 Captions. The captions, section numbers and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of the Declaration nor in any way modify or affect this Declaration.

Section 12.22 Limitation of Developer Liability. The total liability of Developer for any default and any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Declaration from any cause or causes including but not limited to Developer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty by Developer under the terms of this Declaration shall be limited to the interest of Developer in the Project, and Developer shall not be liable for any deficiency.

[signature on separate page]

IN WITNESS WHEREOF, the Developer has executed this Declaration effective the date first hereinabove set forth.

I25 & Gibson, LLC, a
New Mexico limited liability company

By: SK
Steve Maestas, Manager

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on September 27 2021, by Steve Maestas, Manager of I25 & Gibson, LLC, a New Mexico limited liability company on behalf of said company.

MY COMMISSION EXPIRES:

10-27-23

Samantha Stonehouse
NOTARY PUBLIC



OFFICIAL SEAL
Samantha Stonehouse
NOTARY PUBLIC-State of New Mexico

My Commission Expires 10-27-23

EXHIBIT "A"

Legal Description of Project

Parcel One:

Tracts "B-1" and C-1" of LOVELACE HEIGHTS ADDITION, being a replat of Lovelace Heights Addition and Tract 1-A of Newport Industrial Park West – Unit 2, Albuquerque, New Mexico as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 30, 1985 in Volume C28, folio 44.

Parcel Two:

Tract "A-1A" of Lovelace Heights Addition, being a replat of and Tract A-1 of said Addition, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico on March 11, 1987, in Volume C33, folio 29.

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "**First Amendment**") is made effective the 11th day of April, 2022, by I25 & Gibson, LLC, a New Mexico limited liability company ("**Developer**").

RECITALS

WHEREAS, on September 29, 2021, Developer recorded that certain Declaration of Easements, Covenants and Restrictions in the Office of the County Clerk of Bernalillo County as Doc# 2021116117 (the "**Declaration**"), which subjected the Project (as defined in the Declaration) and as legally described on Exhibit "A" to the covenants, restrictions, easements, charges and liens contained therein.

WHEREAS, Developer desires to amend the Declaration as set forth herein below.

NOW, THEREFORE, Developer hereby amend the Declarations as follows:

1. Amendment to Section 2.3. The definition of "Building" is hereby amended to include fueling canopies, fueling positions and vacuum stations. The following sentence is hereby added to the end of Section 2.3. "The definition of "Building" shall not be changed or modified without prior consent of Owners of the Project."

2. Amendment to Section 2.4. The definition of "Common Area" is hereby amended to include "Critical Access Drives" and "Protected Drive Aisle". The following sentences are hereby added to the end of Section 2.4. "The definition of "Common Area(s)" shall not be changed or modified without prior consent of Owners of the Project. Anything to the contrary in this Declaration notwithstanding, drive-thru lanes shall not be part of the Common Area"

3. Addition of Sections 2.4.A and 2.4.B. The following is hereby added as Section 2.4.A:

Section 2.4.A. "**Critical Access Drives**" shall mean and refer to the access drives, curb cuts, curbing, and aprons within the Project as depicted on Exhibit B-1 attached hereto. The Critical Access Drives shall not be relocated from the area shown on Exhibit B-1, attached hereto and by this reference incorporated herein, without the prior consent of Owners of the Project unless required by a condemning authority or other governmental or quasi-governmental entity (not resulting from a request for action or approval by Developer). Nothing contained herein shall prohibit or prevent Developer from utilizing the Critical Access Drives for other purposes and easements, such as utility easements, so long as the Critical Access Drives, and associated ingress and egress, are not in whole or in part closed,

OPT: 211397-LO

blocked, relocated or otherwise altered in any way; provided, however, that the foregoing will not be construed to prohibit a temporary closure of one or more of the Critical Access Drives from time to time that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by a governmental authority, (iii) reasonably necessary in connection with the performance of construction, maintenance and repairs, or (iv) due to an emergency, provided that in each such case (A) reasonable alternative access is available to all affected parties at all times during such temporary closure, and (B) the party responsible for the temporary closure will use good faith, diligent efforts to reopen such access promptly after emergency or temporary closure.

Section 2.4.B. **“Protected Drive Aisle”** shall mean and refer to the internal drive aisle within the Project as depicted on Exhibit B-1. The Protected Drive Aisle may be located anywhere within the Protected Drive Aisle Area as depicted on Exhibit B-1, attached hereto and by this reference incorporated herein; provided, upon completion of the initial construction or subsequent redevelopment on each Lot of the Project, the Protected Drive Aisle shall be no less than 26 feet wide and shall run continuously through said Lot, and shall not otherwise be relocated outside of the Protected Drive Aisle Area. The Protected Drive Aisle shall not be relocated outside of the Protected Drive Aisle Area without the prior consent of Owners of the Project unless required by a condemning authority or other governmental or quasi-governmental entity. Nothing contained herein shall prohibit or prevent (i) Developer from utilizing the Protected Drive Aisle or Protected Drive Aisle Area; or (ii) any Owner from utilizing the portion of the Protected Drive Aisle or Protected Drive Aisle Area contained on such Owner’s Lot for other purposes and easements, such as utility easements, so long as the Protected Drive Aisle is not closed or blocked in any way; provided, however, that the foregoing will not be construed to prohibit a temporary closure of a portion of the Protected Drive Aisle from time to time that is (i) reasonably necessary in order to prevent a public dedication, (ii) required by a governmental authority, (iii) reasonably necessary in connection with the performance of construction, maintenance and repairs, or (iv) due to an emergency, provided that in each such case (A) reasonable alternative access is available to all affected parties at all times during such temporary closure, and (B) the party responsible for the temporary closure will use good faith, diligent efforts to reopen such access promptly after emergency or temporary closure.

4. Amendment to Section 2.13. Section 2.13 is hereby deleted in its entirety and replaced as follows:

Section 2.13. **“Project Development Plan and Design Criteria”** shall mean and refer to the development plan package as approved by the ARC

and such other standards and guidelines for controlling the quality and character of the Improvements to be constructed on the Project along with the review procedures which have been adopted by the ARC on or after the date of this Declaration. Upon adoption, the ARC shall provide written notice and a final copy of the adopted Project Development Plan and Design Criteria to all Owners. After adoption and with the consent of the Owner of said Lot(s) the amendment is being proposed for, the ARC may amend the Project Development Plan and Design Criteria to change the following: (i) the size and boundaries of any Lot(s); (ii) the size and location of any Building, Common Area or Improvements on any Lot(s) (other than the Critical Access Drives or Protected Drive Aisles) or, (iii) the referenced plans and details for any Lot(s). No change to the Project Development Plan and Design Criteria shall relocate the Critical Access Drive or Protected Drive Aisles without the consent of the Owners of the Project as required in Sections 2.4.A. and 2.4.B. All other amendments to the Project Development Plan and Design Criteria shall require the consent of Owners of the Project. The Project Development Plan and Design Criteria shall be binding upon all Owners and Occupants of the Project. In the event of termination of this Declaration, the Project development Plan and Design Criteria shall terminate and be of no further force and effect.

5. Amendment to Section 3.2. The first sentence of Section 3.2 is deleted in its entirety and replaced with the following:

“Approval of the Site Development Plan shall be based solely on the conformity thereof with the Project Development Plan and Design Criteria.”

6. Amendment to Section 3.3.A. Section 3.3.A. is hereby deleted in its entirety and replaced as follows:

Section 3.3.A. To modify or amend the Project Development Plan and Design Criteria in accordance with Section 2.13

7. Amendment to Section 4.1.B. The following sentences are hereby added to the end of Section 4.1.B. “The location of the utility easement shall be subject to the reasonable approval of the Owner of the burdened Lot. The plans for the utility easement and associated utility shall be submitted to the Owner of the burdened Lot at the same time as the submittal to the ARC and shall follow the review procedure established by the ARC.”

8. Amendment to Section 4.1.E. Section 4.1.E is hereby amended to add:

“The location of the Individual Lot Improvements and Undeveloped Lot Improvements shall be subject to the reasonable approval of the Owner of the burdened Lot. The plans for the Individual Lot Improvements and

Undeveloped Lot Improvements shall be submitted to the Owner of the burdened Lot at the same time as the submittal to the ARC and shall follow the review procedure established by the ARC.”

9. Amendment to Section 4.2.E. Section 4.2.E. is hereby amended to delete the words “construction staging”.

10. Amendment to Section 5.1. Section 5.1 is hereby deleted in its entirety and replaced with the following:

Section 5.1 Maintenance of the Improvements and Lots. Subject to Sections 5.2 and 5.3 below, each Owner, at its sole cost and expense, shall be responsible for the operation and continued maintenance, including repair and replacement of Improvements and any Common Area Improvements located on their respective Lots, including any Critical Access Drive(s) and/or Protected Drive Aisle. Each Owner, at its sole cost and expense, shall be responsible for keeping its Lot free of debris, rubbish and weeds.

11. Amendment to Section 5.3. Section 5.3 is hereby deleted in its entirety and replaced with the following:

Section 5.3 Undeveloped Lot Improvements Maintenance Responsibilities. Undeveloped Lot Improvements shall be considered Improvements to be maintained in accordance with Section 5.1.

12. Amendment to Section 5.4. Section 5.4 is hereby amended to provide that no more frequently than once every three (3) years, Developer may increase the limits of the insurance as reasonably necessary to reflect then appropriate limits for such insurance, and the minimum net worth for self-insurance shall be One Hundred Million Dollars (\$100,000,000.00).

13. Amendment to Section 9.2. Section 9.2. is hereby amended to delete the words “construction staging”.

14. Amendment to Section 10.2. Section 10.2 is hereby deleted in its entirety and replaced with the following:

“ 10.2 Grant of Easement. The Developer, through their duly authorized employees and contractors, shall have the right and easement, to enter onto a Lot and/or the Common Areas, but not into Buildings, at any reasonable time to perform such inspection and/or maintenance as may be authorized in this Declaration.”

15. Deletion of Section 10.4. Section 10.4 is hereby deleted in its entirety and replaced with “Intentionally Deleted”.

16. Amendment to Section 10.5. Section 10.5 is hereby deleted in its entirety and

replaced as follows:

Section 10.5. Future Platting and Subdivision. Upon prior consent by all Owners of Lot(s) subject to future platting and subdivision actions or any Lot(s) that will be affected by requirements or restrictions being placed on a Lot not actually being replatted or subdivided and subject to the provisions of Section 2.4.A, Section 2.4.B, and Section 2.13, the Developer shall be entitled at any time and from time to time to plat, vacate and/or replat all or any part of the Project and to file subdivision restrictions and/or amendments thereto with respect to any portion or portions of the Project, without the consent of the ARC or the Owners of Lot(s) not subject to or affected by said platting and subdivision actions, as described above, or any mortgagee of the Project. If consent is granted, Owners of Lot(s) subject to said platting and subdivision actions and/or its successors or assigns shall execute such approvals, as are required by the municipality governing for such platting and subdivision actions. If required, Owners of Lot(s) not subject to or affected by said platting and subdivision actions, as described above, and/or its successors or assigns or any mortgagee of the Project shall execute such approvals, as are required by the municipality governing for such platting and subdivision actions.

17. Amendment to Section 10.6. Section 10.6 is hereby deleted in its entirety and replaced as follows:

Section 10.6. Continued Development. Upon prior written by all Owners of Lot(s) subject to the continued development actions and subject to the provisions of Section 2.4.A, Section 2.4.B, and Section 2.13, the Developer shall be entitled at any time and from time to time to further develop the Project and to obtain and record such governmental or quasi-governmental approval as may be necessary to effectuate such development with respect to any portion or portions of the Project, without the consent of the ARC or the Owners of Lot(s) not subject to said development actions or affected by requirements or restrictions related to such development actions or any mortgagee of the Project. If consent is granted, Owners of Lot(s) subject to or affected by said development actions and/or its successors or assigns shall execute such approvals, as are required by the municipality governing for such development actions. If required, Owners of Lot(s) not subject to said development actions and/or its successors or assigns or any mortgagee of the Project shall execute such approvals, as are required by the municipality governing for such development actions.

18. Amendment to Section 10.7. Section 10.7 is hereby deleted in its entirety and replaced as follows:

Section 10.7. Future Easements and Rights-of-Way. Upon prior consent

by all Owners of Lot(s) subject to or affected by the following easement and right-of-way actions and subject to the provisions of Sections 2.4.A, 2.4.B, and 2.13, Developer reserves the right from time to time hereafter to delineate, plat, grant or reserve within portions of the Project, whether or not previously conveyed or hereby granted, such easements and rights-of-way for public or private streets, roads, sidewalks, ways and appurtenances thereto, and such easements or right of way for public or private drainage and utilities, as it may deem necessary or desirable for the development of the Project (and from time to time to change the location of the same) free and clear of this ECR and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations (collectively "Future Reserved Actions", each a "Future Reserved Action") without the consent of the ARC or the Owners of Lot(s) not subject to said easement and right-of-way actions or any mortgagee of the Project. If consent is granted, Owners of Lot(s) subject to said easement and right of way actions and/or its successors or assigns shall execute such approvals, as are required by the municipality governing for such easement and right-of-way actions. If required, Owners of Lot(s) not subject to said easement and right-of-way actions and/or its successors or assigns or any mortgagee of the Project shall execute such approvals, as are required by the municipality governing for such easement and right-of-way actions.

19. Amendment to Section 11.2.C. Section 11.2.C. is hereby deleted in its entirety and replaced as follows:

C. No portion of the Common Areas of the Project outside of the Lot the construction activity is occurring on shall be used: (i) as staging areas for construction equipment or materials, (ii) for the parking of construction vehicles, or (iii) as a parking area or for other use by construction employees, without the express written approval of the ARC any Owner(s) whose Lot(s) will be impacted and burdened by the construction activity.

20. Deletion of Section 11.3. Section 11.3 is hereby deleted in its entirety and replaced with "Intentionally Deleted".

21. Amendment to Section 12.9. Section 12.9 is hereby deleted in its entirety and replaced as follows:

Section 12.9. Termination, Modification, and Owner Consent. Except as otherwise provided for in this Declaration, Developer shall have the right to amend, modify and/or terminate this Declaration without the approval of the ARC or any Owner; provided, however, any amendment or modification that seeks to cause a Lot's parking ratios to be reduced, its utility services to be reduced, the drainage plan affecting the Lot to its material detriment, the Lot's access points or

driveways materially changed, or the use materially changed shall require the written approval of the Owner(s) of the affected Lot, which written approval may granted or withheld at Owner's sole and absolute discretion. Notwithstanding anything to the contrary in this Section or elsewhere in the Declaration, in no event shall Developer terminate this Declaration as to any and all access and/or utility easements benefitting any or all of the Lots of the Project without prior written approval of any and all Owners of said Lots which written approval may granted or withheld at Owner's sole and absolute discretion.

In any case where the consent of an Owner is required by this Declaration, the consent shall be delivered in writing and shall not be unreasonably withheld, conditioned, or delayed. The response of an Owner shall be delivered to the party requesting consent in writing within thirty (30) business days of the receipt of the request for consent. If no response is received within said time frame, consent shall be deemed to have been received and the consenting Owner shall cooperate with any actions required.

22. Amendment to Section 12.14. Section 12.14 is hereby amended to add the following sentence:

"All notices shall be deemed to have been properly given and received on the date delivered."

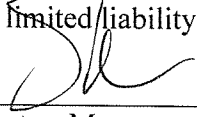
23. Deletion of Section 12.18. Section 12.18 is hereby deleted in its entirety and replaced with "Intentionally Deleted".

24. Miscellaneous. To the extent any provisions of this First Amendment conflict with the Declaration, the terms of this First Amendment shall control. Except as modified by this First Amendment, the terms and conditions of the Declaration shall remain in full force and effect. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Declaration. This First Amendment may be executed in multiple counterparts, all of which together shall constitute one and the same instrument.

[signature on separate page]

Developer

I25 & Gibson, LLC, a
New Mexico limited liability company


By: 
Steve Maestas, Manager

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Apr. 11, 2022, by Steve Maestas, Manager of I25 & Gibson, LLC, a New Mexico limited liability company on behalf of said company.

MY COMMISSION EXPIRES:

7/29/2024


NOTARY PUBLIC

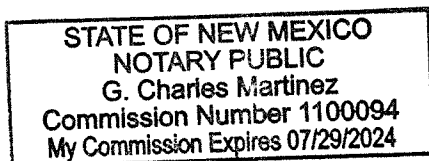


EXHIBIT "A"

Legal Description of Project

Parcel One:

Tracts "B-1" and C-1" of LOVELACE HEIGHTS ADDITION, being a replat of Lovelace Heights Addition and Tract 1-A of Newport Industrial Park West – Unit 2, Albuquerque, New Mexico as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico on August 30, 1985 in Volume C28, folio 44.

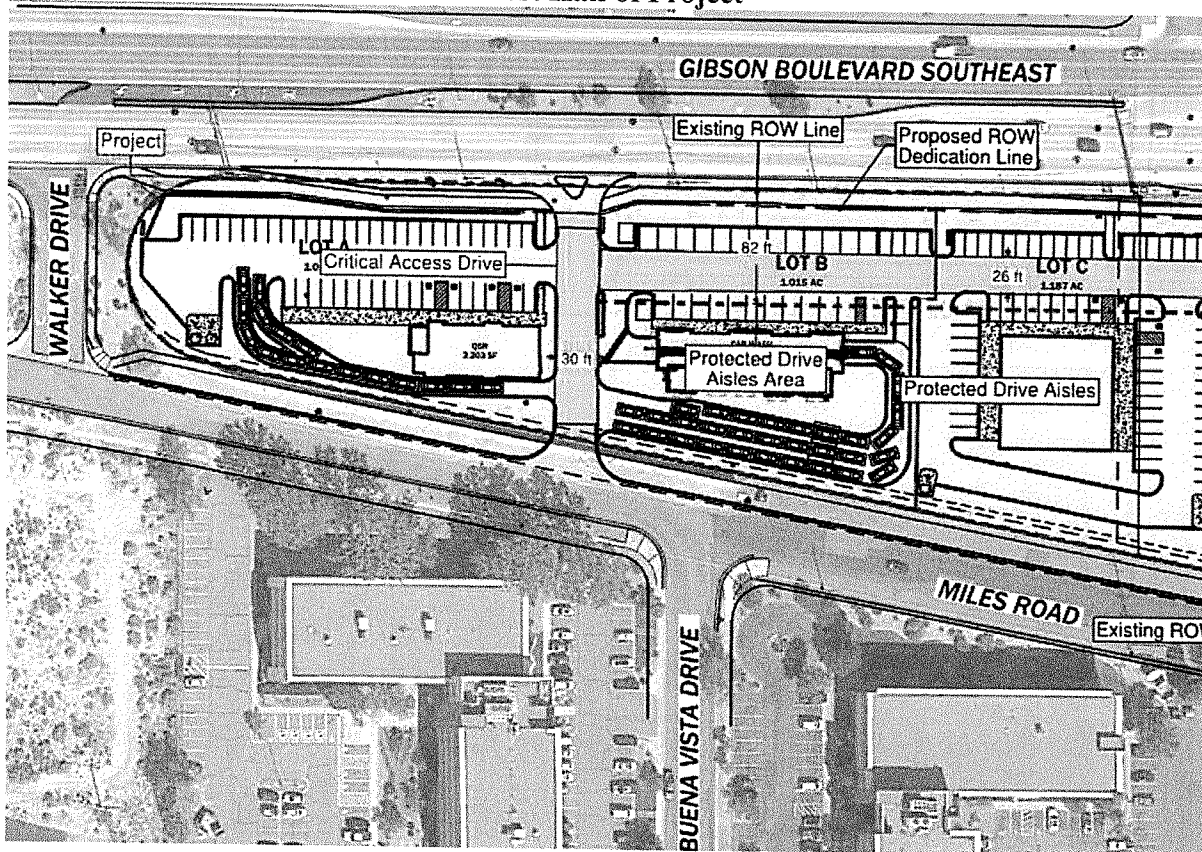
Parcel Two:

Tract "A-1A" of Lovelace Heights Addition, being a replat of and Tract A-1 of said Addition, as the same is shown and designated on said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico on March 11, 1987, in Volume C33, folio 29.

EXHIBIT "B-1"

Depiction of Critical Access Drives and Protected Drive Aisles and Protected Drive Aisles Area

West Half of Project



East Half of Project

