

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Kairos Power Expansion

Project Number: CPN 775579

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Kairos Power** ("Developer"), a **Delaware Corporation**, whose email address is **accounting@kairopower.com**, whose address is **5201 Hawking Drive SE, Albuquerque, NM 87106** and whose telephone number is **(505) 266-8566**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as **TR D-1 Plat of Tracts D1 thru D-7 Mesa Del Sol Innovation Park II (A Subdivision of Tract D Mesa Del Sol Innovation Park II) Cont. 16.4161 AC & TR D-3 Plat of Tracts D1 thru D-7 Mesa Del Sol Innovation Park II (A Subdivision of Tract D Mesa Del Sol Innovation Park II) Cont. 12.0217 AC** recorded on **12/29/2017**, attached, **in Book 2017C**, page **159**, as Document No. **2017124120** in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by **Kairos Power** ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as **Tract D-1-A, Mesa Del Sol Innovation Park II** describing Developer's Property ("Developer's Property").

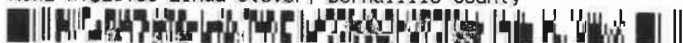
As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6 at no cost to the City. Although the Improvements are required, they are below the thresh hold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final

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AGRE R:\$25.00 Linda Stover, Bernalillo County



plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. The City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports, and related data as required for project close out and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. The City may monitor the field testing and the

Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: **Municipal Lien**

Amount: **\$100,364.49**

Name of Financial Institution or Surety providing Guaranty: **N/A**

Date City first able to call Guaranty (Construction Completion Deadline): **March 15, 2025**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **N/A**

Additional information: **N/A**

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances

and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

DEVELOPER: Kairos Power

By [Signature]: *Michael Laufer*
Name [Print]: MICHAEL LAUFER
Title: CEO
Dated: 3/23/23

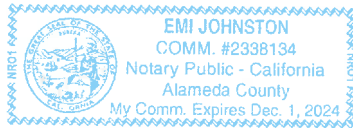
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

DEVELOPER'S NOTARY

STATE OF California)
COUNTY OF Alameda) ss.

This instrument was acknowledged before me on this 23rd day of March, 2023, by
[name of person:] Michael Laufer, [title or capacity, for instance,
"President" or "Owner":] CEO of [Developer:] Kairos Power.

(SEAL)



Emi Johnston
Notary Public
My Commission Expires: Dec 1st 2024

Current DRC
Project Number: _____

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-15-19)
EXHIBIT "B"

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST**

TRACT D-1-A, MESA DEL SOL INNOVATION PARK II

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TR D-1 PLAT OF TRACTS D-1 THRU D-7 MESA DEL SOL INNOVATIONPARK II (A SUBDIVISION OF TRACT D MESA DEL SOL INNOVATIONPARK II) CONT 16.4161 AC &
TR D-3 PLAT OF TRACTS D-1 THRU D-7 MESA DEL SOL INNOVATIONPARK II (A SUBDIVISION OF TRACT D MESA DEL SOL INNOVATIONPARK II) CONT 12.0217 AC
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Date Submitted: _____
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DFT Project No.: PR-2020-004448
DFT Application No.: SI-2023-00132

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

| Financially Guaranteed DRC # | Constructed Under DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | |
|------------------------------|-------------------------|----------|---|----------------------------------|------------------------------------|---|----------------------------|--------------------|
| | | | | | | | Inspector | City Cnst Engineer |
| | | | PUBLIC ROADWAY IMPROVEMENTS | | | | | |
| | | 10' WIDE | APPROX 350 LF OF SIDEWALK | HAWKING DRIVE | SOUTH PROPERTY LINE OF TRACT D-1-A | NORTH PROPERTY LINE OF TRACT D-1-A | / | / |
| | | | UTILITY SERVICE | | | | | |
| | | 6" DIA | WATER METER VAULT AND DOMESTIC SERVICE FOR EXISTING AND PROPOSED BUILDINGS. THE EXISTING BUILDING IS TO BE CONNECTED TO THIS SERVICE ONCE OPERATIONAL | HAWKING DRIVE FRONTAGE | HAWKING DRIVE | APPROXIMATELY 1060 FT WEST ALONG EXISTING SHARED ACCESS EASMENT | / | / |
| | | 10" DIA | FIRE SERVICE LINE AND PUMP FOR EXISTING AND PROPOSED BUILDINGS. MIN 4000 GPM. THE EXISTING BUILDING IS TO BE CONNECTED TO THIS SERVICE ONCE OPERATIONAL | HAWKING DRIVE FRONTAGE | HAWKING DRIVE | APPROXIMATELY 1060 FT WEST ALONG EXISTING SHARED ACCESS EASMENT | / | / |
| | | TBD | SEVER EXISTING WATERLINE CONNECTIONS TO SHARED WATER SERVICE | ALONG 30' SHARED ACCESS EASEMENT | EXISTING BUILDING | SHARED WATERLINE | / | / |
| | | TBD | SEVER EXISTING FIRE LINE CONNECTIONS TO SHARED FIRE SERVICE | ALONG 30' SHARED ACCESS EASEMENT | EXISTING BUILDING | SHARED FIRE LINE | / | / |

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

| Financially Guaranteed DRC # | Constructed Under DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | | Approval of Creditable Items: | City User Dept. Signature | Date |
|------------------------------|-------------------------|------|---------------------|----------|------|----|----------------------------|--------------------|-------------------------------|---------------------------|------|
| | | | | | | | Inspector | City Cnst Engineer | | | |
| | | | | | | | / | / | / | | |
| | | | | | | | / | / | / | | |

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA. Street lights per City requirements.

1

2

3

| AGENT / OWNER | | DEVELOPMENT REVIEW BOARD MEMBER APPROVALS | |
|-----------------------------------|-------------|---|-------------|
| John F. MURATORE | Mar 1, 2023 | Cheryl Saunders | Mar 1, 2023 |
| Kaiser Jones | Mar 1, 2023 | AMAFCA - date | Mar 1, 2023 |
| J.P. Munch | 1-5-2023 | PLANNING - date | Mar 1, 2023 |
| | | Ernest Amijor | Mar 1, 2023 |
| | | TRANSPORTATION DEVELOPMENT - date | Mar 6, 2023 |
| | | UTILITY DEVELOPMENT - date | Mar 1, 2023 |
| | | Shahab Biagar | Mar 1, 2023 |
| | | CITY ENGINEER - date | Mar 1, 2023 |
| | | HYDROLOGY - date | Mar 1, 2023 |
| DESIGN REVIEW COMMITTEE REVISIONS | | PARKS & RECREATION - date | |

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT /OWNER |
|----------|------|-----------|-----------------|--------------|
| | | | | |
| | | | | |
| | | | | |

January 8, 2025

City of Albuquerque
Planning Department
Plaza del Sol Building
600 Second NW
Albuquerque, NM 87102

Planning Department,

This letter is to provide justification for the request to extend an existing Infrastructure Improvement Agreement, titled "Kairos Power Expansion" and associated with Project Number CPN 775579. The improvements are delayed due to circumstances beyond the control of the applicant, Kairos Power. Specifically, the following two items on the Infrastructure List are delayed:

1. Fire service line and pump for existing and proposed buildings, min 4000 GPM. The existing building is to be connected to this service once operational.
2. Sever existing fire line connections to shared fire service.

During commissioning, it was learned that the public water supply cannot provide enough flow for the 4,000 GPM pump to operate at full capacity. Kairos Power is working actively with the Water Authority and the project team to determine a proper solution. It is anticipated, but not certain, that this will be resolved within the 2025 calendar year. Please do not hesitate to contact me should you need further detail.

The remaining three items on the Infrastructure List, not listed above, are complete.

Sincerely,



Lara Gutierrez
Construction Projects Engineer
(505) 702-1128

PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION
600 2nd Street NW, Ground Floor, 87102
P.O. Box 1293, Albuquerque, NM 87103
Office (505) 924-3946

OFFICIAL NOTIFICATION OF DECISION

Kairos Power – Lara Gutierrez
5201, Hawking Dr., SE,
Albuquerque, NM, 87106

Project# PR-2020-004448
Application#
SI-2023-00132 SITE PLAN ADMINISTRATIVE DFT

LEGAL DESCRIPTION:

All or a portion of **LOT D-1 & D-3 (PROPOSED LOT D-1-A), MESA DEL SOL INNOVATION PARK II** zoned **PC**, located at **5201 HAWKING DR SE** containing approximately **28.4377** acre(s). **(Q-16)**

On March 1, 2023, the Development Facilitation Team (DFT) administratively approved a site plan amendment based on the Findings noted below and with conditions of approval which must be met for final sign-off by DFT staff:

1. The existing site consists of a 168,288 square foot building utilized for light manufacturing (the Development Review Board approved the construction of a 40,000 square foot one-story building addition onto an existing 128,288 square foot building on December 16, 2020 per PR-2020-004448 / SI-2020-00964). This is a request to expand the site's building square footage by 57,164 square feet of light manufacturing: a 30,000 square foot building and 21,900 square foot building. There is also a 5,264 square foot office building. Total square footage of the site's building area is 225,452 square feet.
 1. Pursuant to 6-5(G)(3)(a) Review and Decision Criteria: An application for a Site Plan – Administrative shall be approved if it meets all of the following criteria:
 - a. 6-6(G)(3)(a) *The Site Plan complies with all applicable provisions of this IDO, the DPM, other adopted City regulations, and any conditions specifically applied to development of the property in a prior permit or approval affecting the property.*

- The project meets dimensional standards related to building setbacks.
- The proposed building heights does not exceed 45 feet as required in the Airport Protection Overlay Zone. The proposed lighting is aimed and shielded to light on-site areas only as required by Kirtland Air Force Base. Both City Aviation and Kirtland Air Force Base reviewed the proposed site plan.
- The Mesa del Sol Architectural Review Committee approved the proposed architecture and facades, including an exception to the MDS Level B Building Design Standards in 2.2.5. The Arch Committee also required that keynote #30 on Plan Sheet A-100 regarding the screening wall on the south site of the Kairos campus.
- The site plan meets the parking requirements for 239 spaces by providing 221 spaces plus the equivalent of 48 parking spaces from high occupancy vehicle parking, for a total 271 parking spaces provided.
- The site plan complies with the landscaping requirements: 15% of the net lot area must be landscaped and 16.8% is provided. Large areas of undeveloped land on the site will be reseeded after construction using a 'gravelly uplands and slopes' seed mix.
- The site plan complies with the outdoor seating requirement of 500 square feet: a new outdoor seating area of 1600 square feet is provided.

- b. 6-6(G)(3)(b) *The City's existing infrastructure and public improvements, including but not limited to its street, trail, drainage, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the extent practicable.*

The site has access to a full range of urban services including utilities, roads and emergency services. Transportation determined that a TIS was not required for the project.

- c. 6-6(G)(3)(c) *The Site Plan mitigates any significant adverse impacts on the surrounding area to the maximum extent practicable.*

The existing development provides screening on the northern portion of the Site, and additional landscaping is proposed around the proposed buildings.

2. Two Infrastructure Lists were approved with this Site Plan (Exhibits A and B). The infrastructure on the two Infrastructure Lists must be financially guaranteed with the exception of the infrastructure as noted on the Infrastructure List labeled "Exhibit A." A recorded Infrastructure Improvement Agreement(s) must be recorded and submitted prior to final sign-off of the Site Plan by DFT staff.
3. The applicant provided the required notice as outlined in the IDO Table 6-1-1.

4. The proposed use of light manufacturing and office is permissive within the PC zone district, within the Mesa del Sol Master Plan/Framework Plan.

Conditions:

1. This Site Plan is valid 5 years from DFT approval (3/1/2023). An extension may be requested prior to the expiration date.
2. Replace “special manufacturing” as the use for the existing building on the Plan Sheet with the parking table and replace with “light industrial.”
3. Use the ‘gravelly uplands and slopes seed mix’ from Standard Specification 1013 for the reseeding areas.
4. Submit the recorded Infrastructural Improvement Agreement(s).
5. Submit the recorded Plat for this site which was approved by the DHO on February 8, 2022 per PR-2020-004448 / SD-2023-00029.

APPEAL: If you wish to appeal this decision, you must do so within 15 days of the DFT’s decision or by **MARCH 17, 2023**. The date of the DFT’s decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). Appeals should be submitted via email to PLNDRS@CABQ.GOV (if files are less than 9MB in size). Files larger than 9MB can be sent to PLNDRS@CABQ.GOV using <https://wettransfer.com>. A Non-Refundable filing fee will be calculated and you will receive instructions about paying the fee online.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal period do so at their own risk. Successful applicants are reminded that there may be other City regulations of the IDO that must be complied with, even after approval of the referenced application(s).

Official Notice of Decision

Project # PR-2020-004448 Application# SI-2023-00132

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Sincerely,

A handwritten signature in black ink, appearing to read "J. Varela", written in a cursive style.

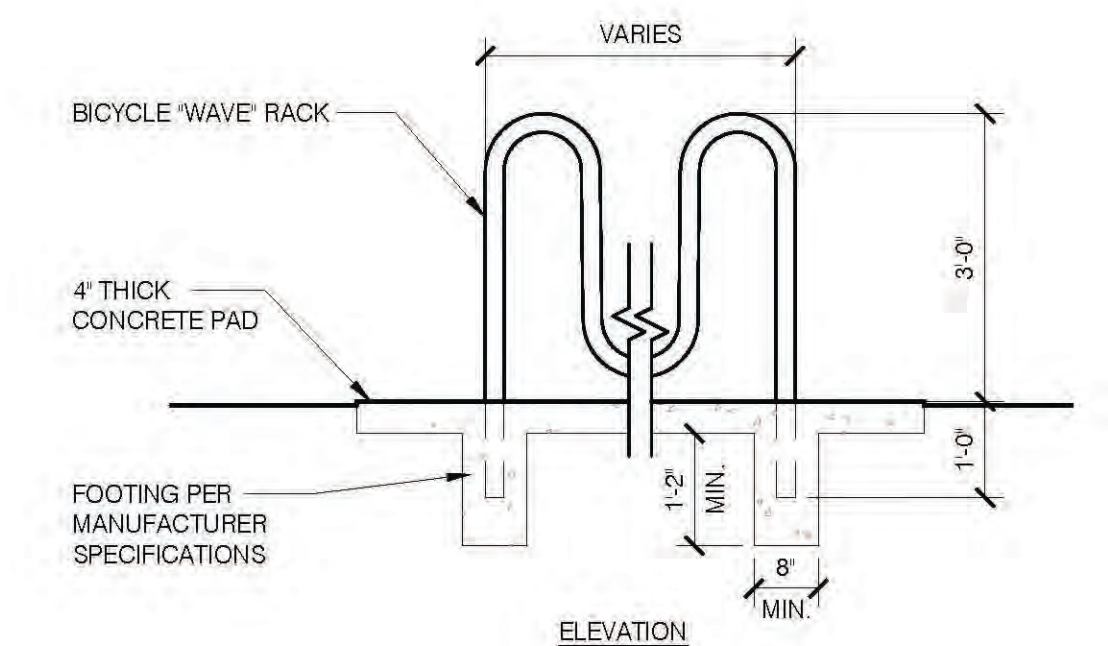
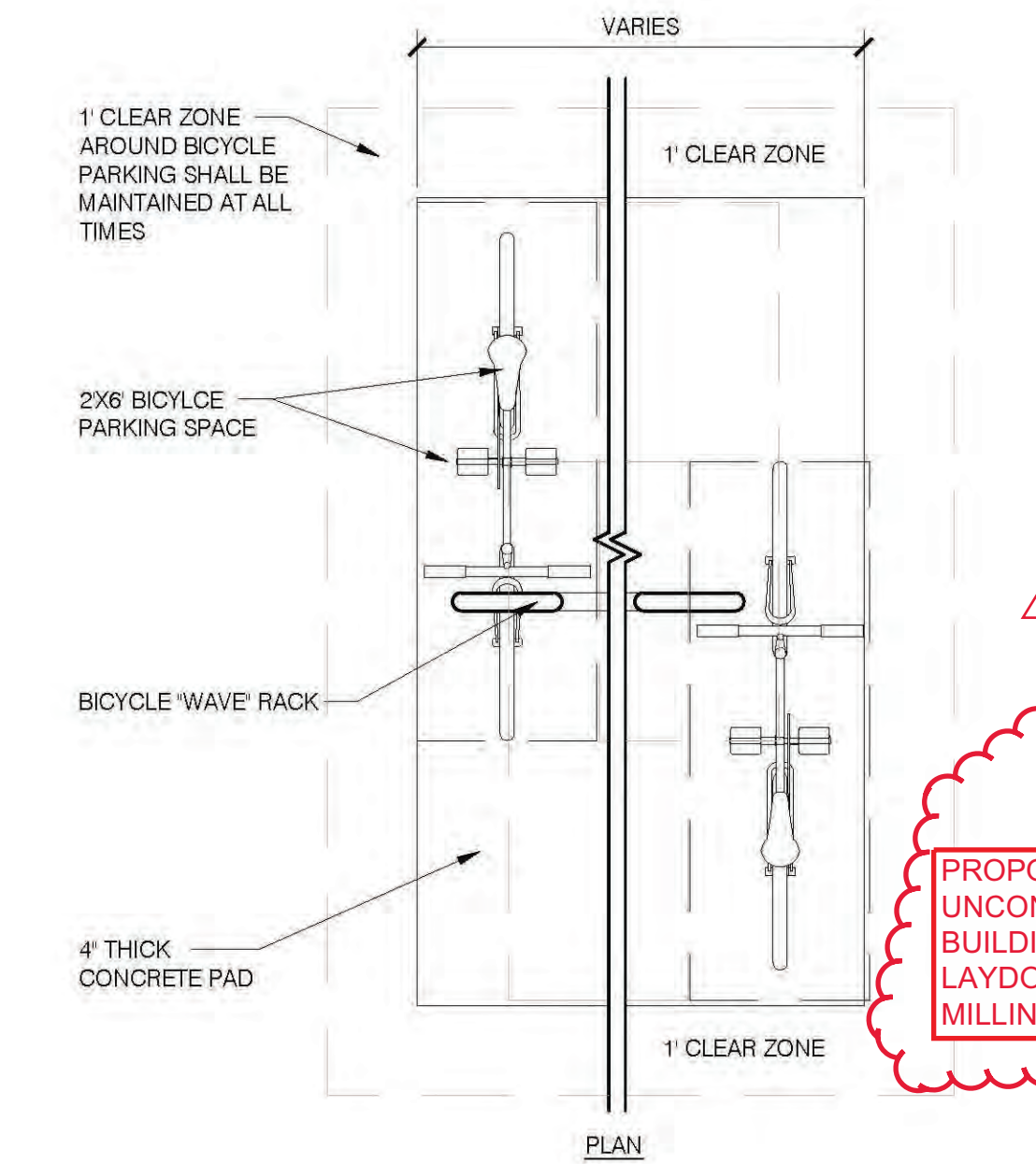
for Alan Varela,
Planning Director

JW/lis

Greenbox Architecture, Derek Metson, 502, Seventh St., Suit 203, Oregon City, OR, 97045

VICINITY MAP

SCALE: 1" = 4,000'-0"



NOTES:
 A. BICYCLES FRAMES ARE SUPPORTED HORIZONTALLY IN TWO PLACES
 B. THIS BICYCLE RACK STORES BICYCLES IN AN UPRIGHT POSITION
 C. THIS RACK ALLOWS FOR VARYING BICYCLE FRAME SIZES AND STYLES TO BE ATTACHED
 D. BICYCLES ARE NOT REQUIRED TO BE LIFTED INTO THE RACK
 E. EACH BICYCLE PARKING SPACE IS ACCESSIBLE WITHOUT MOVING OTHER BICYCLES
 F. BICYCLE RACK TO BE INSTALLED WITH CONCRETE FOOTINGS AS SHOWN OR ANCHORED TO CONCRETE SLAB PER MANUFACTURERS SPECIFICATIONS

D1 BICYCLE RACK DETAIL
 SCALE: 1/2" = 1'

LEGEND:

| | |
|--|-----------------------|
| | CONCRETE |
| | ASPHALT |
| | GRAVEL BASE COURSE |
| | LIMIT OF CONSTRUCTION |
| | PROPERTY LINE |

C2 SITE PLAN
 SCALE: 1" = 100'

KEYED NOTES: (X)

- EXISTING 20" WATERLINE EASEMENT
- EXISTING 30" PRIVATE ACCESS EASEMENT
- EXISTING PHM EASEMENT
- EXISTING 20" PERMANENT PRIVATE UTILITY EASEMENT
- EXISTING 10" PUBLIC UTILITY EASEMENT
- EXISTING 20" PRIVATE UTILITY EASEMENT
- EXISTING PHM EASEMENT
- EXISTING 6' WIDE ADA WALKWAY FROM RIGHT OF WAY TO THE PRIMARY BUILDING
- EXISTING SITE ACCESS (INGRESS AND EGRESS) ONTO PRIVATE ACCESS EASEMENT
- EXISTING SIGNAGE DIRECTING VISITOR AND DELIVERY TRAFFIC
- 10' WIDE CONCRETE SIDEWALK TO BE CONSTRUCTED PER EXISTING INFRASTRUCTURE AGREEMENT FROM DRB PROJECT # 2020-004448. IMPROVEMENTS ARE PENDING THE COMPLETION OF A SEPARATE PAVING AND UTILITY PROJECT ALONG HAWKING DRIVE BY GOLD MESA INVESTMENT, LLC (PROJECT # PR-2019-001971). THESE IMPROVEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS SUBMITTAL.
- EXISTING ASPHALT ACCESS DRIVE
- EXISTING CONCRETE ACCESS DRIVE AND LOADING AREA
- EXISTING ASPHALT PARKING LOT - SEE PARKING & TRAFFIC INFORMATION ON THIS SHEET
- EXISTING COVERED GATHERING AREA WITH THREE PICNIC TABLES
- EXISTING STORMWATER RETENTION POND
- EXISTING WATER HARVESTING AND LANDSCAPED AREA

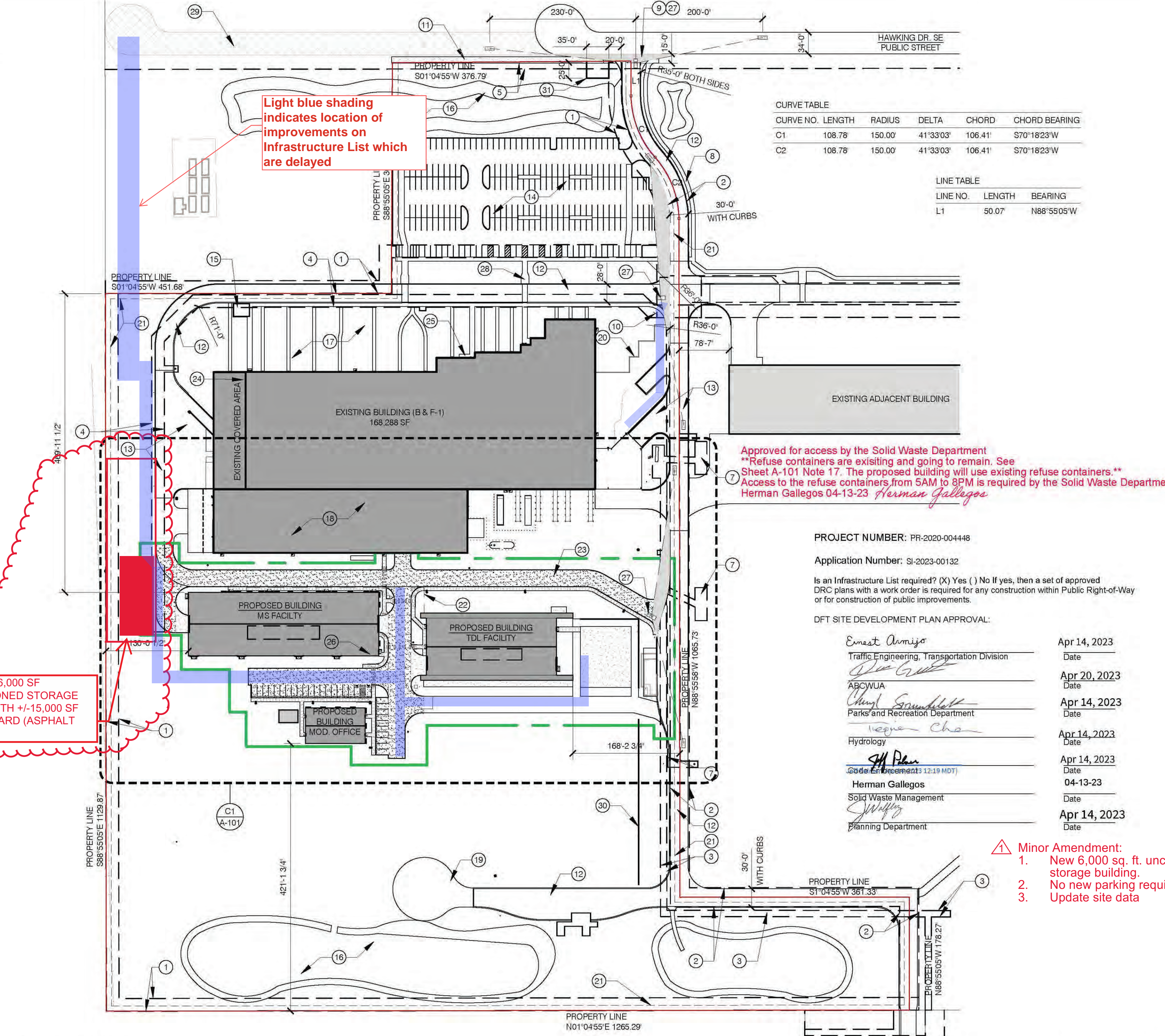
- RECENT FACILITY ADDITION PER DRB PROJECT NUMBER PR-2020-004448
- EXISTING GRAVEL AREA - VEHICULAR ACCESS RESTRICTED BY CONCRETE BARRICADES
- EXISTING SCREENING WALL
- 10' BUILDING SETBACKS PER MESA DEL SOL LEVEL B MASTER PLAN
- EXISTING ASPHALT AREA TO BE REMOVED, APPROXIMATELY 15,400 SF
- EXISTING GRAVEL ACCESS DRIVE TO BE PAVED WITH ASPHALT
- EXISTING BIKE PARKING 7 - BIKE CAPACITY AND PROPOSED BIKE PARKING 3 - BIKE CAPACITY. COLOR TO BE SELECTED BY OWNER. BICYCLE RACKS SHALL MEET THE DESIGN CRITERIA IN SECTION 7-4(K)(2) OF THE DEVELOPMENT PROCESS MANUAL
- EXISTING BIKE PARKING 9 - BIKE CAPACITY
- SECURE LONG-TERM INDOOR BIKE PARKING 5 - BIKE CAPACITY
- CLEAR SIGHT TRIANGLES AS REQUESTED BY THE TRANSPORTATION SECTION. LANDSCAPING AND SIGNAGE WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES, AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE. SEE SHEET A-101 FOR ADDITIONAL INFORMATION AND DIMENSIONS.
- ADA WALKWAY FROM PRIMARY PARKING TO PRIMARY BUILDING
- PUBLIC WATER, SEWER, AND STREET EXTENSION PER INFRASTRUCTURE AGREEMENT BY OTHERS, PROJECT # PR-2019-001971. THESE IMPROVEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS SUBMITTAL, BUT ARE TO BE INCLUDED IN A NEW INFRASTRUCTURE IMPROVEMENT AGREEMENT, MORE INFORMATION PROVIDED IN THE 'UT' SHEETS

PARKING AND TRAFFIC CONT'D:

PARKING STALL SIZING AND REQUIREMENTS

NEW AND EXISTING PARKING STALL SIZING:

| TYPE OF PARKING | MIN. WIDTH | MIN. LENGTH | MIN. OVERHANG |
|------------------|------------|-------------|---------------|
| STANDARD/ HOV | 8.5' | 18' | 2' |
| COMPACT | 7.5' | 15' | 1.5' |
| MOTORCYCLE | 4' | 8' | N/A |
| ADA | 8.5' | 18' | 2' |
| ADA ACCESS AISLE | 8' | 18' | N/A |



Approved for access by the Solid Waste Department
 Refuse containers are existing and going to remain. See Sheet A-101 Note 17. The proposed building will use existing refuse containers.
 Access to the refuse containers from 5AM to 8PM is required by the Solid Waste Department.
 Herman Gallegos 04-13-23 Herman Gallegos

PROJECT NUMBER: PR-2020-004448
 Application Number: SI-2023-00132
 Is an Infrastructure List required? (X) Yes () No If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.

DFT SITE DEVELOPMENT PLAN APPROVAL:

| | |
|---|----------------------|
| Ernest Armijo Traffic Engineering, Transportation Division | Apr 14, 2023 Date |
| Cheryl Sandoval Parks and Recreation Department | Apr 20, 2023 Date |
| Herman Gallegos Solid Waste Management | Apr 14, 2023 Date |
| Herman Gallegos Planning Department | Apr 14, 2023 Date |

- Minor Amendment:
- New 6,000 sq. ft. unconditioned storage building.
 - No new parking requirement.
 - Update site data

GENERAL NOTES:

- TRACT D-1-A (REPLAT OF TRACT D-1 AND D-3, MESA DEL SOL INNOVATION PARK II) SHALL BE PROVIDED SEPARATE WATER AND SANITARY SEWER SERVICES THROUGH INDIVIDUAL, INDEPENDENT WATER, SEWER, AND FIRE LINES AS REQUIRED BY THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) ORDINANCES WATER AND SEWER RATE ORDINANCE, § 1-1-3 (M) AND SEWER USE AND WASTEWATER CONTROL ORDINANCE, § 3-2-7. NO PROPERTY SHALL SHARE A WATER SERVICE OR FIRE LINE WITH ANY OTHER PROPERTY.
- FUTURE BUILDINGS OR BUILDING ADDITIONS THAT ARE SERVED BY WATER, SEWER, AND FIRE LINES WITHIN TRACT D-1-A (REPLAT OF TRACT D-1 AND D-3, MESA DEL SOL INNOVATION PARK II) SHALL CONNECT TO SERVICES THAT ARE INDIVIDUAL AND INDEPENDENT TO TRACT D-1-A (REPLAT OF TRACT D-1 AND D-3, MESA DEL SOL INNOVATION PARK II) AS REQUIRED BY THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) PER THE WATER AND SEWER RATE ORDINANCE, § 1-1-3 (M) AND SEWER USE AND WASTEWATER CONTROL ORDINANCE, § 3-2-7.
- NO EASEMENTS ARE PROPOSED AS PART OF THIS SUBMITTAL.
- THE PROPOSED CONSTRUCTION WILL BE COMPLETED IN A ONE PHASE.
- ALL ADJACENT PROPERTIES ARE PLANNED COMMUNITY (PC) ZONED.
- PARKING IS PROVIDED ON-SITE AND NO PARKING IS PROPOSED OFF-SITE.
- NO VARIANCES ARE PROPOSED, OR NECESSARY TO IMPLEMENT THIS PLAN.
- PROPOSED BUILDINGS ARE TO BE USED FOR LIGHT MANUFACTURING.
- ACCESS EASEMENTS ARE NOT PROPOSED FOR THIS PROJECT.
- ROADS ADJACENT TO THE SITE ARE PRIVATE WAYS, EXCEPT FOR THE CITY STREET - HAWKING DRIVE SE.
- MAXIMUM GRADES SHOULD NOT EXCEED 8% IN PARKING AREAS. FOR MAJOR CIRCULATION AISLES AND ADJACENT TO MAJOR PEDESTRIAN ENTRANCES, THE GRADES SHOULD BE KEPT TO 6% OR LESS. HANDICAP ACCESS TO BUILDINGS NEEDS TO BE MAINTAINED. CONTACT CITY ZONING FOR DETAILS.
- A NEW REFUSE FACILITY IS NOT INCLUDED IN THE SCOPE OF THIS PROJECT, PROPOSED BUILDINGS WILL UTILIZE THE EXISTING REFUSE FACILITIES.
- OFF-SITE RIGHT-OF-WAY IMPROVEMENTS, EASEMENTS, OR HANDICAP RAMPS ARE NOT PROPOSED WITH THIS PROJECT.
- ALL ACCESS AISLE AND ROAD DIMENSIONS EXCLUDE CURBS UNLESS OTHERWISE NOTED.
- THERE ARE NO EXISTING STREET LIGHTS ON HAWKING DRIVE AND NONE ARE PROPOSED.
- NO DRIVEWAYS FOR ADJACENT PROPERTIES OCCUR ON HAWKING DRIVE NEAR THE PROJECT SITE.
- NO ALTERNATE TRANSPORTATION FACILITIES, INCLUDING BIKEWAYS, TRAILS, OR PUBLIC TRANSIT, OCCUR NEAR THE PROJECT SITE.

GENERAL INFORMATION:

SITE INFORMATION

| | |
|---------------------|---|
| SITE ADDRESS: | 5201 HAWKING DRIVE SE, ALBUQUERQUE, NM 87106 |
| LEGAL DESCRIPTION: | A CERTAIN TRACT OF LAND LOCATED WITHIN SECTION 15, TOWNSHIP 9 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING AND COMPRISED OF TRACT D-1 AND TRACT D-3 OF THE BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF RECORDED IN THE REAL PROPERTY RECORDS OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 29, 2017, AS DOCUMENT NUMBER 20171214120, IN BOOK: 2017C, PAGE: 159. |
| PROPOSED OCCUPANCY: | LIGHT MANUFACTURING (F) & OFFICE (B) |
| LOT SIZE: | 1,238,746.212 S.F. / 28.4377 ACRES |
| BUILDING AREA: | MS FACILITY: 30,000 SF TDL FACILITY: 21,900 SF OFFICE BUILDING: 5,264 SF EXISTING: 168,288 SF TOTAL: 225,452 SF NEW TOTAL: 231,452 SF |

PARKING AND TRAFFIC:

REQUIRED PARKING SPACES PER IDO TABLE 5-5-1:

| USE | PARKING REQUIREMENT | TOTAL BUILDING SQ. FT. | REQUIRED PARKING |
|---|---------------------------|------------------------|------------------|
| INDUSTRIAL - LIGHT INDUSTRIAL (EXISTING BUILDING) | 1 SPACE / 1,000 SF GFA | 168,288 | 168 SPACES* |
| LIGHT MANUFACTURING (MS & TDL FACILITIES) | 1 SPACE / 1,000 SF GFA | \$1,900 TOTAL | 51 SPACES* |
| OFFICES & SERVICES - OFFICE (MODULAR OFFICE) | 3.5 SPACES / 1,000 SF GFA | 5,264 | 18 SPACES* |
| TOTAL REQUIRED (INCLUDING ACCESSIBLE SPACES) | | | 238 SPACES |
| OUTDOOR STORAGE/WAREHOUSING | NO REQUIREMENT | 6,000 | 0 SPACES |

REQUIRED ACCESSIBLE PARKING SPACES PER 2015 NM CBC TABLE 1106.1:
 101-300 TOTAL PARKING SPACES = 8 ACCESSIBLE SPACES (2 VAN ACCESSIBLE)

REQUIRED MOTORCYCLE PARKING SPACES PER IDO TABLE 5-5-4:
 151-300 REQUIRED OFF-STREET VEHICLE PARKING SPACES = 5 SPACES

REQUIRED BICYCLE PARKING SPACES PER IDO TABLE 5-5-5:
 NON-RESIDENTIAL USES NOT LISTED IN TABLE
 10% OF REQUIRED OFF-STREET PARKING = 238 X 0.10 = 24

REQUIRED VS PROVIDED PARKING SPACES:

| | REQUIRED: | PROVIDED: |
|--------------------|-----------------|-------------------------------|
| TOTAL SPACES | 238 | 193 + 30 NEW + 48 HOV** = 271 |
| HOV SPACES | 0 | 12 |
| ACCESSIBLE PARKING | 8 TOTAL / 2 VAN | 12 TOTAL / 6 VAN |
| MOTORCYCLE SPACES | 5 | 12 |
| BIKE PARKING | 24 | 24 (8 NEW) |

* PARKING CALCULATIONS ARE ROUNDED DOWN TO THE NEAREST WHOLE NUMBER PER IDO SECTION 5-5(C)(1)(D)
 ** 12 SPACES X 4 CARPOOL CREDIT PER IDO SECTION 5-5(C)(6)(B) = 48 SPACES TOWARD THE REQUIRED OFF-STREET PARKING REQUIREMENT

Greenbox Architecture
 502 SEVENTH STREET, SUITE 203
 OREGON CITY, OREGON 97046

RPM TEAM
 Kairos Power

STATE OF NEW MEXICO
 DEREK J. METSON
 NO. 6386
 REGISTERED ARCHITECT

2/11/23

REV1-DFT COMMENTS 2023-01-25
 REV2-DFT COMMENTS 2023-03-01

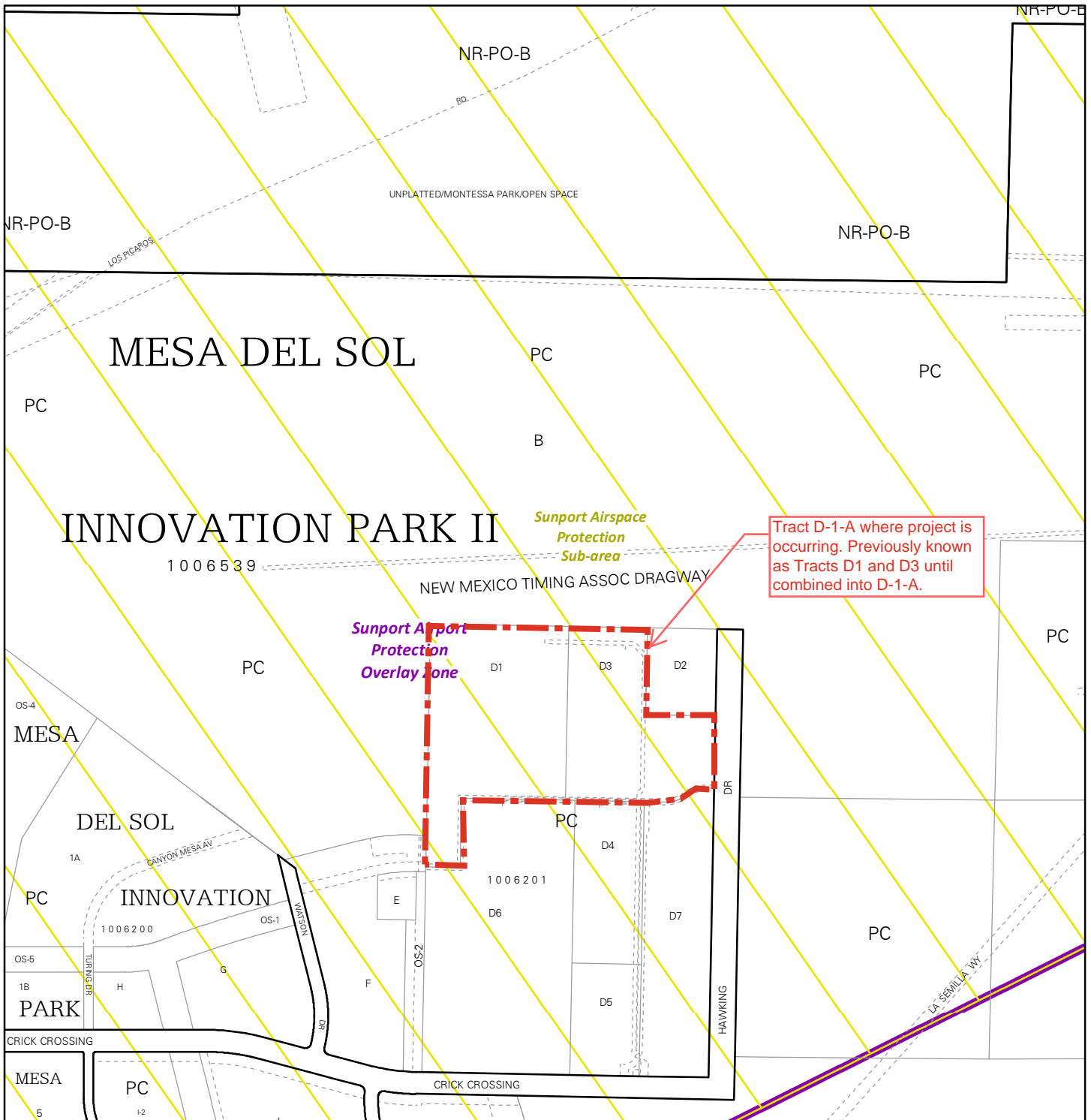
KAIROS POWER FACILITY EXPANSION

SITE PLAN ADMINISTRATIVE - DFT LAND USE REVIEW

SITE PLAN

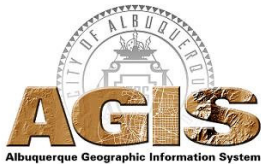
PROJECT NO.: 8000-22
 DRAWN BY:
 DATE: MARCH 2, 2023

A-100

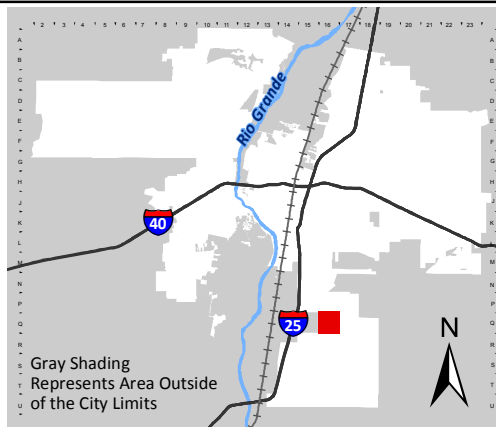


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



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



Zone Atlas Page:
Q-16-Z

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

