

**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION (“Assignment”) is made as of date of the last signature below, by and between **RSF Land and Cattle Company LLC** (“Assignee”), and (“**NM Specialty Soda, LLC**”) (“Assignor”).

WHEREAS, Assignor NM Specialty Soda, LLC and Albuquerque Bernalillo County Water Utility Authority (“Water Authority”) are parties to a Development Agreement dated March 21, 2023 a copy of which is attached hereto as Exhibit “A” (the “Development Agreement”), which, among other things, establishes certain rights, responsibilities and conditions pursuant to which water and sanitary service may be provided for the benefit of certain real property (the “Property”) described in the Development Agreement.

WHEREAS, Assignee is the current owner of all the Property and wishes to succeed to the rights of Assignor under the Development Agreement, and to assume the responsibilities of Assignor under the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor’s rights, title, interest and benefits in and to and under the Development Agreement. Assignee hereby accepts such assignment, effective as of the date of this Assignment, (“Assignment Effective Date”).

1. By acceptance of this Assignment, Assignee hereby assumes the performance of all of the terms, obligations, covenants and conditions of Assignor under the Development Agreement arising after the Assignment Effective Date. Nothing in this Assignment shall be interpreted to alter, amend or modify the terms and conditions as fully set forth in the Development Agreement.

2. In the event Assignor or Assignee, the parties hereto, institute any action or proceeding against the other party with regard to this Assignment, the prevailing party in such action shall be entitled to recover, in addition to the cost of the suit, its actual attorneys’ fees and costs.

3. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties thereto. For the avoidance of doubt, Assignee, with the consent of the Water Authority, may further assign the Development Agreement and its rights hereunder, to any person or entity acquiring the Property.

4. This Assignment may be executed in counterparts, each of which shall be an original, and all of which counterparts, taken together, shall constitute one and the same agreement.

**SIGNATURES ON NEXT PAGE**

**Doc# 2023016653**

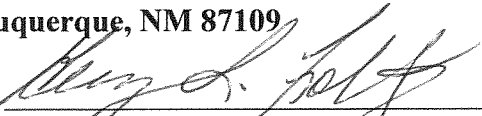
03/21/2023 10:49 AM Page: 1 of 27  
ASSN R:\$25.00 Linda Stover, Bernalillo County



IN WITNESS WHEREOF, Assignee and Assignor do hereby execute this Assignment as of the date of the last signature hereto.

ASSIGNEE:

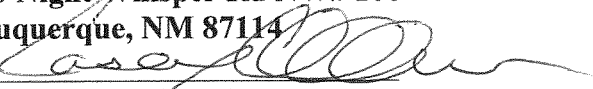
**RSF Land & Cattle Company, LLC,**  
a New Mexico limited liability company  
**4801 Land Ave. NE Suite 210**  
**Albuquerque, NM 87109**

By:   
Greg Foltz Chief Financial Officer

Date: 3/16/2023

ASSIGNOR:

**NM Specialty Soda, LLC,**  
a New Mexico limited liability company  
**5740 Night Whisper Rd NW# 100**  
**Albuquerque, NM 87114**


By:   
Casey Allman/Owner

Date: 3/16/2023

**Water Authority's Consent to Assignment**

The Albuquerque Bernalillo County Water Utility Authority hereby consents to the assignment by Assignor of the Development Agreement to Assignee, as set forth in the foregoing Assignment and Assumption.

Albuquerque Bernalillo County Water Utility Authority

By:   
Mark S. Sanchez,  
Executive Director

Date: 3/21/2023

**Exhibit "A"**  
**Development Agreement**

**DEVELOPMENT AGREEMENT**  
**Fiiz Drinks - Seven Bar Loop**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and **NM Specialty Soda LLC**, a New Mexico limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A.** NM Specialty Soda LLC is the “Developer” and owner of certain real property located in MM-1-B Seven-Bar Ranch (Being the Replat of Tract MM-1 Seven Bar Ranch (collectively, the “Property”). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently Established Service Area.
- B.** The legal description for the property is: MM-1-B Seven-Bar Ranch (Being the Replat of Tract MM-1 Seven Bar Ranch. The proposed legal description for the property is: Tracts MM-1-B-1 and MM-1-B-2 Seven Bar Ranch. The Property is more particularly described and shown on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as Drive-Through Soda Shop.
- D.** The Property is located in Pressure Zone 2WR of the Corrales Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and other necessary infrastructure improvements (collectively, “Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit C** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

## **2. Design and Construction of the Facility Improvements**

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not take service from the Facility Improvements until the Water Authority has approved the Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and City, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.
- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements. The Water Authority shall accept, operate and maintain the Facility Improvements after the Developer conveys, at no expense to the Water Authority, all the Facility Improvements together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.
- C.** The contractor's one (1) year warranty period shall commence upon final project acceptance by the Water Authority. The Developer shall be responsible for conducting an 11-month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- E.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Development Process Manual (DPM) of the City and Section 14-16-5-4(G) of the City IDO, will be followed and used for the Facility Improvements.

- F. Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets installed/constructed or any other asset information required of the Water Authority.

### 3. Service

- A. The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
  - B. The Developer or its successor shall pay Utility Expansion Charges (UEC) and the Water Resource Charges (WRCs) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
  - C. Pursuant to Water Authority Resolution No. R-05-13, Enhancing the Water Conservation Ordinance, the developer agrees to incorporate water conservation guidelines. Pursuant to Water Authority Water Waste Reduction Ordinance, the developer agrees to incorporate design, installation, and maintenance practices to mitigate water waste.
4. **Termination.** If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
5. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
6. **Indemnification.** Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or

Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.

**7. Representations and Warranties of Developer.** The Developer represents and warrants that:

- A. Developer is a validly existing limited liability company under the laws of the State of New Mexico.
- B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
- C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

**8. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Casey Allman, Owner  
NM Specialty Soda LLC  
4801 Lang Avenue NE Suite 110  
Albuquerque NM 87109

**9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

**10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their







**EXHIBIT A**  
**Zone Atlas Map B-14-Z**



**EXHIBIT B.1**  
**Existing Plat**

**MM-1-B Seven-Bar Ranch (Being the  
Replat of Tract MM-1 Seven Bar  
Ranch**

**TRACTS MM-1-A AND MM-1-B  
SEVEN-BAR RANCH**

(BEING A REPLAT OF TRACT MM-1, SEVEN-BAR RANCH)

WITHIN  
IN  
**THE TOWN OF ALAMEDA GRANT**

**PROJECTED SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST  
NEW MEXICO PRINCIPAL MERIDIAN  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO**

MARCH, 2004



PROJECT NUMBER **1003384**

Application Number: **04-20570**

**FLAT APPROVAL**

UTILITY Approvals

PNM Electric Services	<i>Jean B. Mute</i>	3-18-04	Date
PNM Gas Service	<i>Jean B. Mute</i>	3-18-04	Date
QWEST Corporation	<i>Reynold H. Hylke</i>	03/18/04	Date
Comcast	<i>Cita S. Sinks</i>	3-17-04	Date
New Mexico Utilities	<i>[Signature]</i>	3-3-04	Date

Note: These properties lie within the New Mexico Utilities, Inc. (NMU) service area. All other capabilities are based upon the NMU, Inc. facilities, not the City of Albuquerque.

CITY Approvals  
*[Signature]*  
City Surveyor  
Date: **3-17-04**

Real Property Division  
Date

Environmental Health Department  
Date

Public Engineering, Transportation Division  
*[Signature]*  
Utilities Department  
Date: **4/21/04**

Parks and Recreation Department  
*[Signature]*  
Date: **4/21/04**

AMAT-CA  
*[Signature]*  
Date: **7/12/04**

CITY Engineer  
*[Signature]*  
DRB Chairperson, Planning Department  
Date: **4/21/04**

**TREASURERS CERTIFICATION**

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

**0-14-063-067418-20207 - 2003 Taxes**

*[Signature]*  
Bernalillo County Treasurer

**RSE Land + Cattle Company LLC**  
Date: **9/30/04**

**PUBLIC UTILITY EASEMENTS**

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

- PNM Electric Services for installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide electrical service.
- PNM Gas Services for installation, maintenance, and service of natural gas lines, valves, and other related equipment and facilities reasonably necessary to provide natural gas.
- Qwest Corporation for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to ground pedestals and closures.
- Comcast Cable for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable TV service.
- New Mexico Utilities, Inc. for the installation, maintenance, and service of underground water and sanitary sewer lines, valves and other equipment and facilities reasonably necessary to provide water and sanitary sewer service.

Included, is the right to build, rebuild, reconstruct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain facilities for the purposes described above, together with the right to use, occupy, and control the land, and the right to grant 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, deck, or other structure shall be erected, constructed, or installed on or adjacent to the easement area without the written consent of the property owner. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of any structures on this plat.

Easements for electric transformers/switchgears, as installed, shall be a minimum of 10 feet for transformer/switchgear doors and five feet (5') on each side.

**DISCLAIMER**

In approving this plat, PNM Electric Services and Gas Services (PNM) did not conduct a Title Search of the properties shown hereon. Consequently, PNM does not waive nor release any easement or easement rights to which it may be entitled.

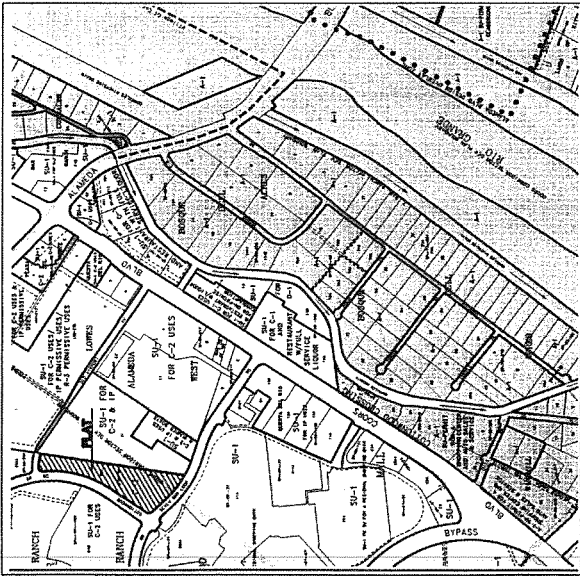
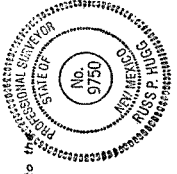
**DISCLOSURE STATEMENT**

The Purpose of this plat is to Divide existing Tract MM-1 into two (2) Tracts as shown hereon; and grant the Public utility easements as shown hereon (if any).

**SURVEYORS CERTIFICATION**

I, Russ P. Hugg, New Mexico Professional Surveyor, Number 9750, do hereby certify that the survey shown hereon was made 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.

*[Signature]*  
Russ P. Hugg  
NMPFS No. 9750  
March 5, 2004



**VICINITY MAP**  
N.T.S.

**GENERAL NOTES**

- Boundaries are grid based upon the New Mexico State Plane Coordinate System, Central Zone (NAD 27) and are related to monument "NM-448-N12".
- Distances are ground.
- Distances along curved lines are arc lengths.
- Record Plat or Deed bearings and distances, where they differ from those established by this field survey, are shown in parentheses ( ).
- All areas found in place and held were tagged with a brass disk stamped "HUGG L.S. 9750" unless otherwise indicated hereon.
- All corners that were set are either a 5/8" rebar with cap stamped "HUGG L.S. 9750" or a 1/2" rebar with cap stamped "HUGG L.S. 9750" unless otherwise indicated hereon.
- Field surveys were performed during the month of January, 2004.
- U.C.L.S. Log Number 2004110265.
- City of Albuquerque Zone Alias Page: B-14-Z
- Documents used in the preparation of this survey:
  - Plat entitled "TRACTS O-1A-1, O-2A-1, G-1A, MM-1, M-1 AND N-2B-1, SEVEN-BAR, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, OCTOBER 2002, prepared by Russ P. Hugg, Surveyor, Bernalillo County, New Mexico.
  - Unified survey entitled "A.L.T.A./A.C.S.M. LAND TITLE SURVEY OF SEVEN-BAR, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, OCTOBER 2002, prepared by Russ P. Hugg, Surveyor, Bernalillo County, New Mexico.
  - This Report prepared for this property by LandAmerica 23652550, dated November 24, 2003.
- This property is subject to all exceptions pertaining to this Title Commitment for this property by LandAmerica Albuquerque Title, Commitment for Title Insurance No. 23652550, dated November 24, 2003.
- Total number of existing Tracts: 1
- Total number of New Tracts created: 2
- Gross Subdivision acreage: 6.2034 acres.
- zoning: C2 (SC)



**TRACTS MM-1-A AND MM-1-B  
SEVEN-BAR RANCH**

(BEING A REPLAT OF TRACT MM-1, SEVEN-BAR RANCH)

IN  
THE TOWN OF ALAMEDA GRANT

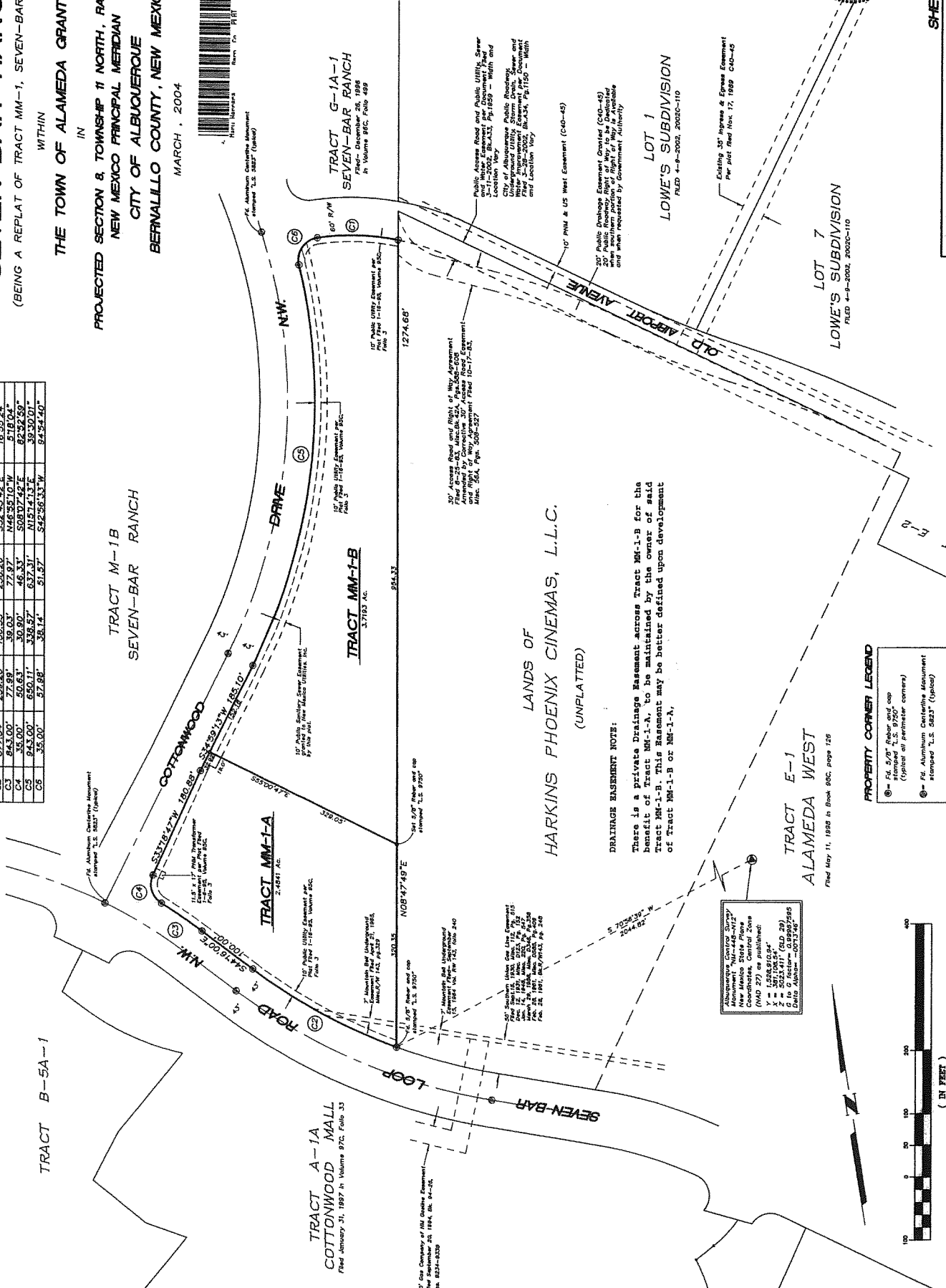
PROJECTED SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST  
NEW MEXICO PRINCIPAL MERIDIAN  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO

MARCH, 2004



**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	370.00'	158.25'	41.81'	127.92'	N 75° 00' 00" W	108° 59' 59"
C2	877.54'	259.20'	130.65'	258.26'	S 52° 33' 42" E	118° 58' 24"
C3	843.00'	77.99'	39.03'	77.97'	N 46° 55' 10" W	51° 04' 04"
C4	35.00'	50.63'	30.90'	46.33'	S 08° 07' 42" E	62° 52' 59"
C5	943.00'	650.11'	338.87'	637.31'	N 15° 14' 13" E	39° 30' 01"
C6	35.00'	57.98'	38.14'	51.57'	S 42° 56' 33" W	94° 54' 40"



TRACT M-1-B  
SEVEN-BAR RANCH

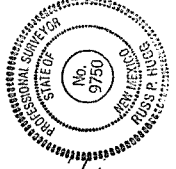
LANDS OF  
HARKINS PHOENIX CINEMAS, L.L.C.  
(UNPLATTED)

**DRAINAGE EASEMENT NOTE:**  
There is a private Drainage Easement across Tract MM-1-B for the benefit of Tract MM-1-A. To be maintained by the owner of said Tract MM-1-B. This Easement may be better defined upon development of Tract MM-1-B or MM-1-A.

Albuquerque Control Survey  
Monument "Nir-44-112"  
Coordinates: Central Zone  
(NAD 27) as published:  
Y = 1,528,810.94'  
Z = 5023,417' (GLD 29)  
G. D. G. Factor = 0.999995  
G. D. G. Factor = 0.999995

**PROPERTY CORNER LEGEND**  
 (1) 5/8" Rubber end cap stamped "S.S. 9750"  
(typical all perimeter corners)  
 (2) 1/4" Aluminum Casterless Monument stamped "S.S. 5853" (1/4" cap)  
 (3) 5/8" Rubber end cap stamped "S.S. 5853" (1/4" cap)  
(typical all interior corners)

Filed May 11, 1998 in Book 90C, Page 126



**EXHIBIT B.2**  
**Proposed Plat**

**Tracts MM-1-B-1 and MM-1-B-2 Seven**  
**Bar Ranch**







**EXHIBIT C**  
**Serviceability Letter**  
**#220805**

October 3, 2022

**Chair**

Klarissa J. Peña  
City of Albuquerque  
Councilor, District 3

**Vice Chair**

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

Tammy Fiebelkorn  
City of Albuquerque  
Councilor, District 7

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

Timothy M. Keller  
City of Albuquerque  
Mayor

Charlene Pyskoty  
County of Bernalillo  
Commissioner, District 5

Steven Michael Quezada  
County of Bernalillo  
Commissioner, District 2

*Ex-Officio Member*  
Gilbert Benavides  
Village of Los Ranchos  
Board Trustee

*Executive Director*  
Mark S. Sanchez

*Website*  
www.abcwua.org

Amanda Herrera  
Tierra West LLC  
5571 Midway Park Place NE  
Albuquerque, NM 87109

**RE: Water and Sanitary Sewer Serviceability Statement #220805**

**Project Name: Fiiz Drinks**

**Project Address: NA**

**Legal Description: MM-1-B SEVEN-BAR RANCH**

**UPC: 101406505748020207**

**Zone Atlas Map: B-14-Z**

Dear Ms. Herrera:

**Project Description:** The subject site is located at the south-east intersection of Cottonwood Drive NW and Old Airport Road NW, within the City of Albuquerque. The proposed development consists of approximately 0.55 acres and the property is currently zoned MX-M for commercial use. The property lies within the Pressure Zone 2WR in the Corrales Trunk.

The request for availability indicates plans to develop a commercial site that will contain a drive-through for various refreshments that are soda based.

**Adopted Service Area - Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development with regard to Development Agreements.

**Existing Conditions:**

Water infrastructure in the area consists of the following:

- 8-inch PVC distribution line (project # 26-4193.94-97) that terminates in the west bound curb lane east of the intersection of Cottonwood Drive NW and Old Airport Rd NW
- 12-inch PVC distribution line (project # 26-4193.94-97) in the south bound median lane along Cottonwood Drive NW.

Sanitary sewer infrastructure in the area consists of the following:

- 8-inch PVC sanitary sewer collector (project # 26-4193.94-97) from manhole A14-903 at intersection of Old Airport Road NW and Cottonwood Drive NE terminating at the north-west corner of the property at the intersection of Cottonwood Drive NW and Old Airport Road NW with a plug.

**Water Service:** New metered water service or public fire hydrants to the property can be provided via routine connection either the existing eight-inch distribution main along Old Airport Road NW or the 12-inch distribution line in Cottonwood Drive NW. The

engineer is responsible for determining pressure losses and sizing of the service line(s) and fire lines downstream of the public water line to serve the proposed development.

Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service. Each legally platted property shall have individual, independent water services. No property shall share a water service with any other property.

Existing service lines and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main. For fire lines, the line shall be capped near the public valve and valve access shall be grouted and collar removed.

**Sanitary Sewer Service:** New sanitary sewer service to the property can be provided contingent upon a developer funded project to extend the existing eight-inch public sanitary sewer collector from the northwest corner of the tract along the frontage of the tract to the south property limits. No property shall share a private sewer service with any other property. Each tract will be allowed individual private sewer services from this public sewer line extension. The engineer is responsible for sizing the service line(s) upstream of the public sanitary sewer line to serve the proposed development.

All food service establishments must install a grease trap upstream of the domestic private sewer connection prior to discharge into the public sanitary sewer lines.

**Fire Protection:** From the Fire Marshal's requirements, the instantaneous fire flow requirements for the initial part of this project are 1500 gallons-per-minute. One fire hydrant is required. There are no existing hydrants available and one new hydrant is proposed with this project. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the required fire flow at the proposed hydrant at the north part of the parcel.

Any changes to the proposed connection points shall be coordinated through Utility Development. All new required hydrants as well as their exact locations must be determined through the City of Albuquerque Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

The engineer is responsible for determining pressure losses and sizing of the fire line(s) downstream of the public water line to serve the proposed fire hydrants and/or fire suppression system.

**Cross Connection Prevention:** Per the Cross Connection Ordinance, all new non-residential premises must have a reduced pressure principle backflow prevention assembly approved by the Water Authority installed at each domestic service connection at a location accessible to the Water Authority. No tees, branches or possible connection fittings or openings are allowed between the reduced principle backflow prevention assembly and the service connection unless protected by a backflow prevention assembly. These requirements also apply to all remodeled non-residential premises when the work area of the building undergoing repairs, alterations or rehabilitation, as defined in the International Existing Building Code, exceeds 50 percent of the aggregate area of the building regardless of the costs of repairs, alteration or rehabilitation.

All non-residential irrigation water systems connected to the public water system shall have a pressure vacuum breaker, spill-resistant pressure vacuum breaker or a reduced

pressure principle backflow prevention assembly installed after the service connection. Such devices shall be approved by the Water Authority. No tees, branches or possible connection fittings or openings are allowed between the containment backflow prevention assembly and the service connection.

All non-residential customers connected via piping to an alternative water source or an auxiliary water supply and the public water system shall install a containment reduced pressure principle backflow prevention assembly approved by the Water Authority after the potable service connection.

All new services to private fire protection systems shall be equipped with a containment reduced pressure principal backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction installed after the service connection. No tees, branches or possible connection fittings or openings are allowed between the containment backflow prevention assembly and the service connection. A double check valve assembly approved by the Water Authority and Fire Marshal having jurisdiction may be installed instead of a reduced pressure backflow prevention assembly provided the private fire protection system meets or exceeds ANSI/NSF Standard 60.61 throughout the entire private fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections nor connections from auxiliary water supplies.

The Water Authority requests that all backflow (containment) devices be located above ground just outside the easement or roadway right-of-way. Contact Cross Connection at (505) 289-3454 for more information.

**Pretreatment:** The development is for commercial use and has the potential to discharge Fats, Oils, Grease and/or Solids (FOGS) to the sanitary sewer and/or falls under one of the applicable users in the SUO:

FOGS Applicability SUO Section 3-3-2 A.:

Users "...such as food service establishments, commercial food processors, automotive shops, auto wash racks, car washes, vehicle fueling stations, septic tank pumpers, grease rendering facilities, breweries/distilleries, bottling plants, commercial and industrial laundries, slaughterhouses & meat packing establishments (fish, fowl, meat, curing, hide curing), oil tank firms and transporters..."

Such Users must comply with all FOGS discharge requirements defined in SUO Section 3-3-2 and FOGS Policy including but not limited to:

1. Installation of an adequately sized Grease Interceptor (GI) approved by the appropriate code enforcement authority (City of Albuquerque, and/or Bernalillo County)
2. All FOGS source within the facility are plumbed to the GI as required by the appropriate plumbing code.
3. Long term Best Management Practices (BMP), and GI maintenance such as pumping and manifest requirements.
4. Unobstructed access to inspections of the facility and records.

A copy of the Sewer Use and Wastewater Control Ordinance and FOGS Policy can be found on the Pretreatment page of the Water Authority Website:

<https://www.abcwua.org/sewer-system-industrial-pretreatment-overview/>

Contact the Industrial Pretreatment Engineer, Travis Peacock, at (505) 289-3439 or [pretreatment@abcwua.org](mailto:pretreatment@abcwua.org) for coordination or clarification of any of the above requirements.

**Easements and Property:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated Rights-of-Way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service. A Warranty Deed shall be required when a property will be transferred to the Water Authority for the installation of Water Authority owned facilities such as pump stations, reservoirs, wells, lift stations, or any other facility.

**Pro Rata:** Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

**Design and Construction:** Design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the Water Authority Connection Permit process. However, if the work will be done within the City of Albuquerque public right-of-way, coordination with the City of Albuquerque Design Review and Construction Section must take place if this mechanism will be acceptable. Construction must be performed by a licensed and bonded public utility contractor.

**Utility Expansion Charge (UEC):** In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized. Per the Rate Ordinance, each customer classification on the same premise requires a separate meter.

**Water Resource Charge (WRC):** All developments located outside of the Water Authority's Adopted Service Area will be assessed a Water Resource Charge (WRC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WRC shall not be used for reimbursement except pursuant to a Water Authority Governing Board approved development agreement allowing reimbursement to offset the cost of regional master planned water, wastewater, and reuse supply projects necessary to the Water 2120 planning strategy.

Contact Customer Service at (505) 842-9287 (option 3) for more information regarding account fees.

**Water Use:** All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Reduction Ordinance. Where available, outdoor water usage shall utilize reclaimed water.

**Closure:** This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development.

For service to be provided, an approved service connection agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one (1) year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,



Mark S. Sanchez  
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Statement #220805**








## 220805 - Sanitary Sewer



0                      400                      800 Feet



### Legend

- |  |   |
|--|---|
|  Project_Location       |  --- General Map Keyed Notes                       |
|  Sewer Manhole          | 1 - Proposed 6" Public Sanitary Sewer Extension  |
|  Proposed Sewer Manhole | 2 - Provide 20' public utility easement along sewer line  |

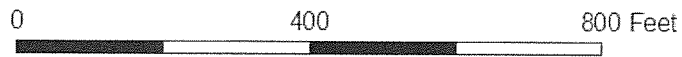
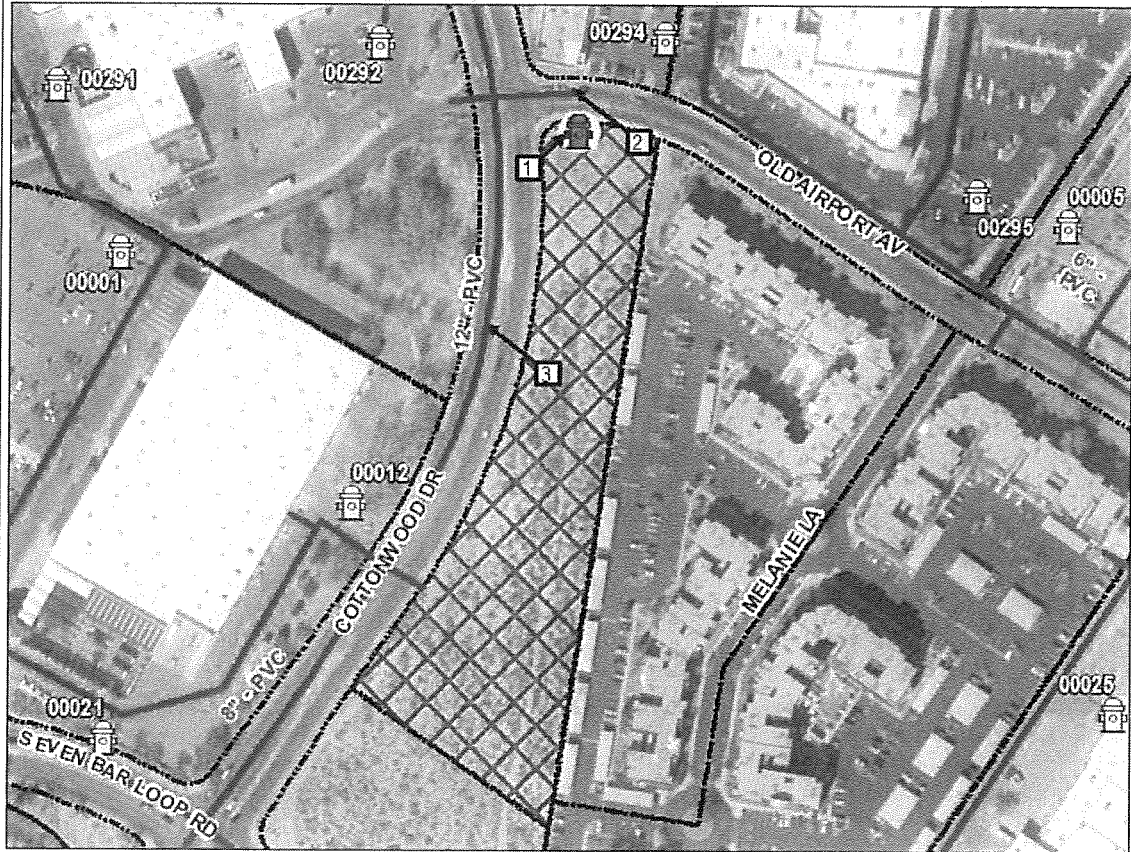
### Sewer Pipe

#### SUBTYPE

 COLLECTOR



## 220805 - Water



### Legend

Project\_Location

Hydrant

### Pipe SUBTYPE

Distribution Line

Hydrant Leg

### Fire Flow Analysis Points

Analysis Point (1)

--- General Map Keyed Notes

1 - Proposed Public Hydrant

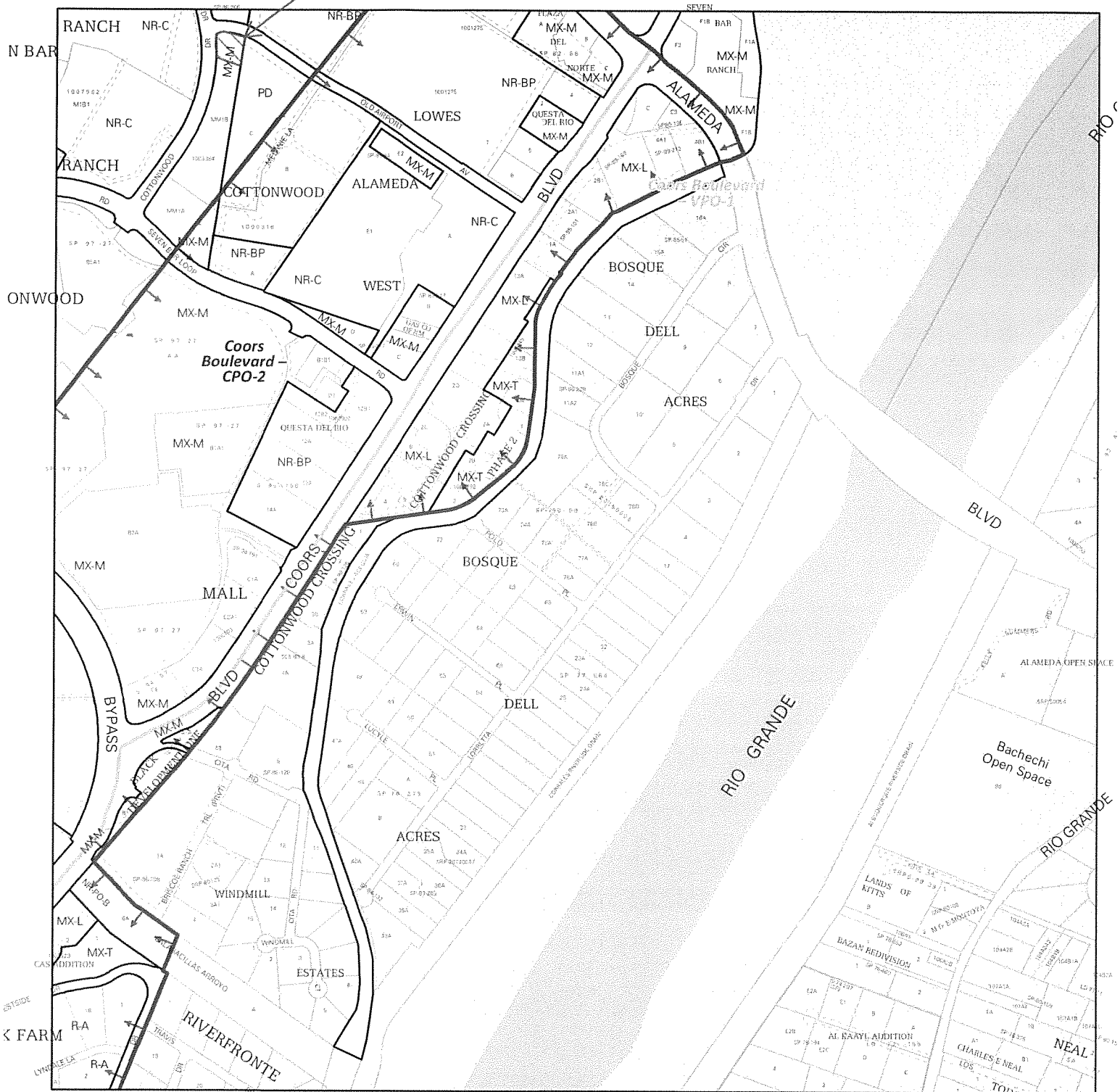
2 - 8" PVC Distribution on Old Airport Road NW for service connection

3 - 12" PVC Distribution on Cottonwood Drive NW for service connection



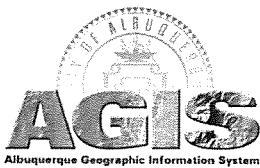
Water Utility  
Authority

**SITE**

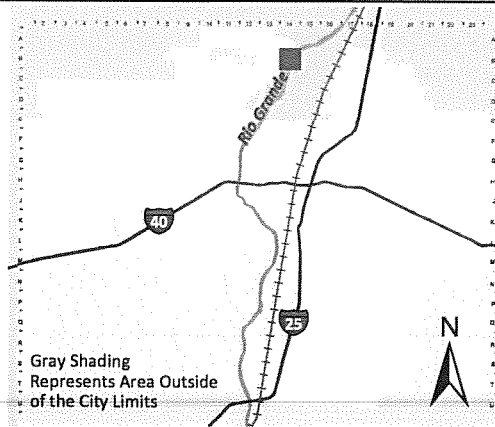


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

**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:  
**B-14-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

Gray Shading  
Represents Area Outside  
of the City Limits

