



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application. Please note that these applications are not reviewed in a public meeting.

SUBDIVISIONS	MISCELLANEOUS APPLICATIONS
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Sidewalk Waiver (Form V2)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<input type="checkbox"/> Waiver to IDO (Form V2)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Waiver to DPM (Form V2)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major - Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Easement(s) DHO (Form V)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
	APPEAL
	<input type="checkbox"/> Decision of DHO (Form A)

BRIEF DESCRIPTION OF REQUEST

APPLICATION INFORMATION

Applicant/Owner:		Phone:
Address:		Email:
City:	State:	Zip:
Professional/Agent (if any):		Phone:
Address:		Email:
City:	State:	Zip:
Proprietary Interest in Site:	List <u>all</u> owners:	

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s):	Existing Zoning:	Proposed Zoning
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):

LOCATION OF PROPERTY BY STREETS

Site Address/Street:	Between:	and:
----------------------	----------	------

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date:
Printed Name:	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

_ MAJOR SUBDIVISION FINAL PLAT APPROVAL

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.* Divide the PDF with a title sheet for each of the two documentation sections in **bold** below.

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat.
- ___ 6) Design elevations & cross sections of perimeter walls
- ___ 7) Recorded Infrastructure Improvements Agreement

SUPPORTIVE DOCUMENTATION

- ___ 8) Letter of authorization from the property owner if application is submitted by an agent
- ___ 9) Letter describing and explaining the request
- ___ 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- ___ 11) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

_ SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.* Divide the PDF with a title sheet for each of the three documentation sections in **bold** below.

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Preliminary/Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat
- ___ 6) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- ___ 7) Sidewalk Exhibit and/or cross sections of proposed streets
- ___ 8) Proposed Infrastructure List, if applicable

SUPPORTIVE DOCUMENTATION

- ___ 9) Letter of authorization from the property owner if application is submitted by an agent
- ___ 10) Letter describing, explaining, and justifying the request per the criteria in IDO 14-16-6-6(K)(3)
- ___ 11) Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ 12) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer

PUBLIC NOTICE DOCUMENTATION

- ___ 13) Required Content of Notice at Submittal per IDO Section 14-16-6-4(K)(1)
 - ___ Office of Neighborhood Coordination notice inquiry response
 - ___ Completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
 - ___ Proof of emailed notice to affected Neighborhood Association representatives
- ___ 14) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

_ MINOR AMENDMENT TO PRELIMINARY PLAT

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter of authorization from the property owner if application is submitted by an agent
- ___ 6) Proposed Amended Preliminary Plat and/or Grading and Drainage Plan
- ___ 7) Original Preliminary Plat and/or Grading and Drainage Plan
- ___ 8) Infrastructure List, if applicable
- ___ 9) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

FORM S: PRE-APPROVALS/SIGNATURES

Please refer to the DRB public meeting schedule for meeting dates and deadlines. Your attendance is required.

Legal Description & Location: TR MM-1A and MM-1B Seven Bar Ranch
Seven Bar Loop NW between Cottonwood DR NW and Old Airport Ave NW

Job Description: Fiiz Drinks

Hydrology:

- Grading and Drainage Plan Approved NA
- AMAFCA Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA
- MRGCD Approved NA

Renee C. Brissette

10/14/22

Hydrology Department

Date

Transportation:

- Traffic Circulations Layout (TCL) Approved NA
- Traffic Impact Study (TIS) Approved NA
- Neighborhood Impact Analysis (NIA) Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA

Ernest Armijo

10/25/2022

Transportation Department

Date

Albuquerque Bernalillo County Water Utility Authority (ABCWUA):

- Availability Statement/Serviceability Letter Approved NA
- ABCWUA Development Agreement Approved NA
- ABCWUA Service Connection Agreement Approved NA

Sarah Luckie

2/9/2023

ABCWUA

Date

- Infrastructure Improvements Agreement (IIA*) Approved
- AGIS (DXF File) Approved
- Fire Marshall Signature on the plan Approved

Signatures on Plat

- Owner(s) Yes
- City Surveyor Yes
- AMAFCA** Yes NA
- NM Gas** Yes
- PNM** Yes
- COMCAST** Yes
- MRGCD** Yes NA

* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

** Signatures required for **Final Plat** application and not required for **Preliminary Plat** application

TW

TIERRA WEST, LLC

September 7, 2023

Mr. David Campbell
Development Hearing Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

**RE: MAJOR SUBDIVISION FINAL PLAT APPROVAL
TR MM-1-B PLAT OF TRACTS MM-1-A AND MM-1-B SEVEN-BAR RANCH
ZONE ATLAS MAP: B-14-Z**

Dear Mr. Campbell:

Tierra West LLC on behalf of RSF Land & Cattle Company LLC, is requesting Final Plat approval dividing into two lots TR MM-1-B Tracts of MM-1-A and MM-1-B Seven Bar Ranch, zoned MX-M.

The subject property is located at the SE corner of Seven Bar Loop NW and Old Airport Rd NW totaling 3.72 acres zoned MX-M. The site will consist of two proposed lots, one being 0.55 acres of a drive-through soda shop with small indoor and outdoor seating and the balance (3.17 acres) of the property for future development consistent with the zoning. The lot to be subdivided is currently undeveloped with sparse vegetation that is bordered by commercial on the north, west and south with residential on the east. To the north of the property is a commercial development that has grocery/clothing and home retail shopping. To the east of the property is an apartment complex. To the west is a Home Depot store and to the south of the property is vacant land next to the Cottonwood Mall.

This application for Final plat is subsequent to a Preliminary Plat review from the DHO Meeting held on 3/22/2023, PR-2022-007100. Coordination has included creating the infrastructure list and posting the guarantee for the sidewalk and sanitary sewer line. This additional sewer line and sidewalk infrastructure so that all lots will have sewer and pedestrian access. The approved infrastructure list is included with this preliminary plat submittal and the guarantee recorded.

We request Final Plat approval from the Development Hearing Officer for the referenced property to split one existing vacant tract into two separate tracts. The Final Plat adheres to all guidelines outlined in the DPM and IDO for the subdivision's replat submission. Should you have any inquiries or require further details on this topic, please feel free to reach out to me.

Sincerely,

Amanda Herrera, P.E.

JN: 2022048.10

Albuquerque, NM 87109
1-800-245-3102
5571 Midway Park Place NE
Albuquerque, NM 87109
Fax (505) 858-1118
(505) 858-3100
tierrawestllc.com

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

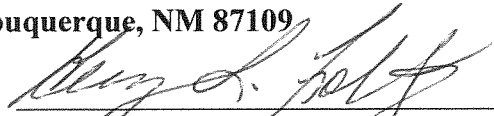
03/21/2023 10:49 AM Page: 1 of 27
ASSN R:\$25.00 Linda Stover, Bernalillo County



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

ASSIGNEE:

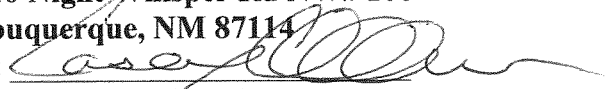
RSF Land & Cattle Company, LLC,
a New Mexico limited liability company
4801 Land Ave. NE Suite 210
Albuquerque, NM 87109

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

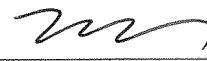
By: 
Casey Allman/Owner

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
THE TOWN OF ALAMEDA GRANT
IN

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

MARCH, 2004



LEGAL DESCRIPTION

Tract MM-1 of Seven-Bar Ranch, as shown on the Replat entitled "Tracts O-1A-1, O-2A-1, G-1A, MM-1, M-1 and N-2B-1, SEVEN-BAR RANCH (Being a replat of Tract O-1A, O-2A, G-1, M, N-2B of Seven-Bar Ranch) as recorded in Volume 955, folio 3, of the Public Records of Bernalillo County, New Mexico," as recorded in the office of the Bernalillo County Clerk on January 6, 1995 in Volume 955, folio 3 as Document No. 95001741.

Said Tract contains 6.2034 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED and REPLATED and now comprising, TRACTS MM-1-A AND MM-1-B, SEVEN-BAR RANCH (BEING A REPLAT OF TRACT MM-1, SEVEN-BAR RANCH) WITHIN THE TOWN OF ALAMEDA GRANT IN THE COUNTY OF BERNALILLO, CITY OF ALBUQUERQUE, BERNALILLO 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 consent to all of the foregoing and do hereby represent that they are so authorized to act.

OWNER OF TRACT MM-1

BSF Land and Cattle Company, LLC
a New Mexico limited liability company

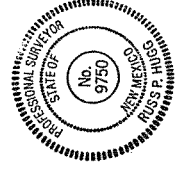
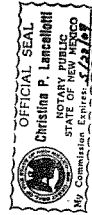
By: 
David S. Smoak, Managing Member

ACKNOWLEDGMENT

STATE OF NEW MEXICO SS

The foregoing instrument was acknowledged before me this 16th day of March, 2004, by David S. Smoak.


Notary Public My commission expires May 22, 2007



SHEET 2 OF 3

SURVTEK, INC.

Consulting Surveyors
6643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114
Phone: 505-897-5265
Fax: 505-897-5377

EXHIBIT B.2
Proposed Plat

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

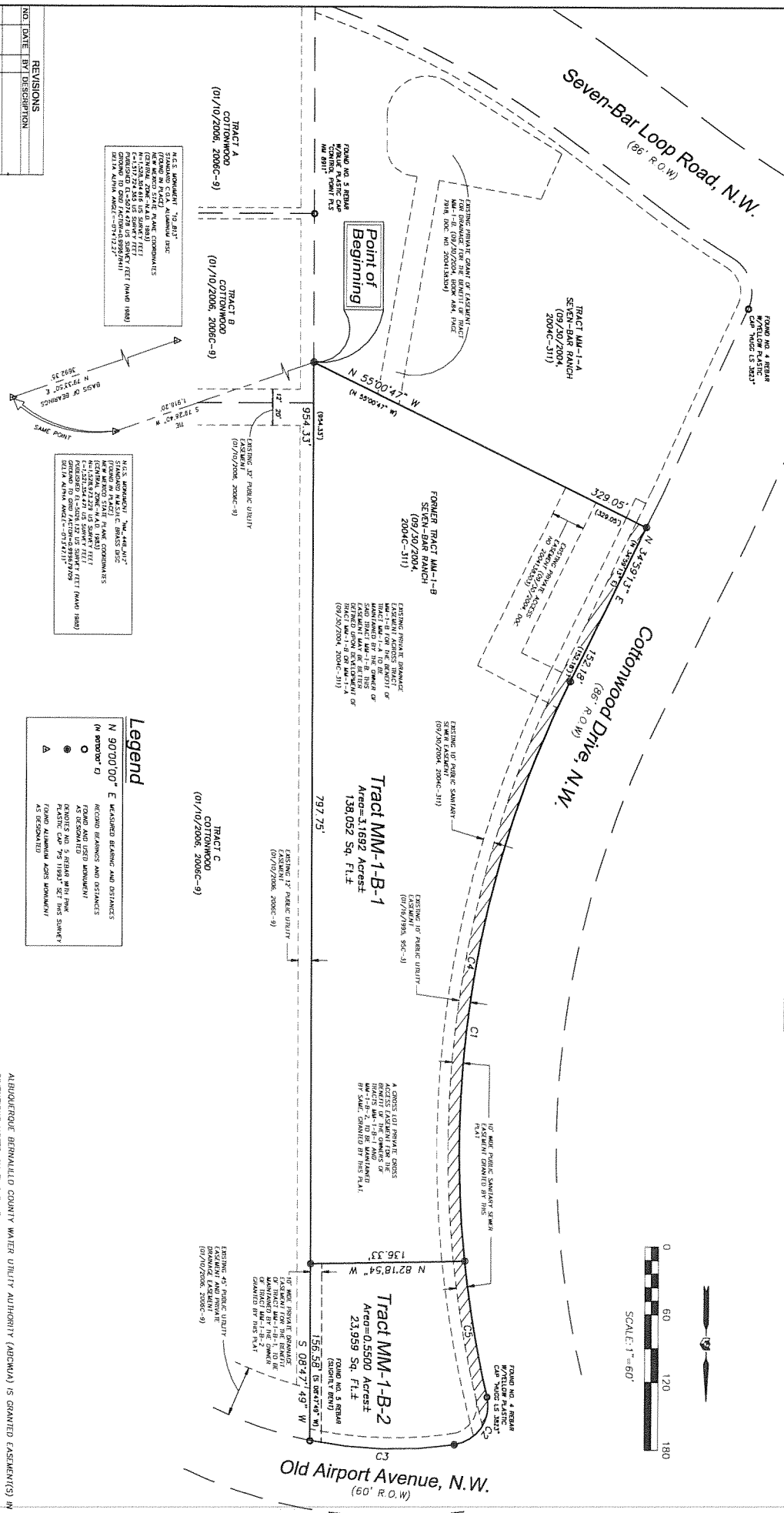
Flood Note
 BY GRAPHIC FLOODING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 35001C009H, WHICH BEARS AN EFFECTIVE DATE OF 08/11/2015. THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA. A FLOOD HAZARD STUDY WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	943.00'	1690.11'	1690.11'	N 151°41'3" E	39°30'00"
C2	35.00'	19.98'	19.98'	S 42°36'58" W	94°54'52"
C3	943.00'	1690.11'	1690.11'	N 10°48'49" W	72°08'04"
C4	943.00'	1690.11'	1690.11'	N 10°48'49" W	72°08'04"
C5	943.00'	1690.11'	1690.11'	N 10°48'49" W	72°08'04"

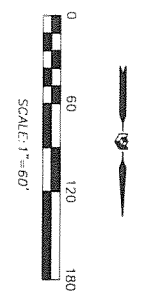
RECORDING STAMP

Plat of
 Tracts MM-1-B-1 and MM-1-B-2
Seven-Bar Ranch
 Town of Alameda Grant, Projected Section 8,
 Township 11 North, Range 3 East, N.M.P.M.,
 Albuquerque, Bernalillo County, New Mexico
 August 2022



Legend

- N 90°00'00" E: Measured bearing and distance
- (M) symbol: Monument
- (S) symbol: Survey point
- (C) symbol: Curve
- (A) symbol: As described
- (R) symbol: Right of way
- (U) symbol: Utility
- (D) symbol: Ditch
- (F) symbol: Fence
- (T) symbol: Tree
- (B) symbol: Building
- (V) symbol: Vehicle
- (P) symbol: Pole
- (L) symbol: Line
- (S) symbol: Structure
- (O) symbol: Other
- (X) symbol: Unknown



COORDINATE AND DIMENSION INFORMATION		INDEXING INFORMATION FOR COUNTY CLERK	
GRID	ABO GEIOD	PROPERTY OWNER	RSP LAND & CATTLE COMPANY LLC
LAND GRANT	TOWN OF ALAMEDA	PROJECT NAME	SEVEN-BAR RANCH
SECTION	0508	SUBDIVISION NAME	SEVEN-BAR RANCH
TOWNSHIP	11 NORTH	ADDRESS	SEVEN-BAR LOOP, NW
RANGE	03 EAST	CITY	ALBUQUERQUE
MERIDIAN	N.M.P.M.	COUNTY	BERNALILLO
STATE	N.M.	UIC	101406593748020207

PROJECT INFORMATION		PRECISION SURVEY, INC.	
CHECKED BY:	LM	OFFICE LOCATION:	3120 San Mateo Boulevard, NE
DRAWN BY:	JK	ALBUQUERQUE, NM 87113	
DATE OF SURVEY:	JUNE 2022	REGISTERED PROFESSIONAL SURVEYOR:	505.656.1900 FAX
CHECKED BY:	LM		
DATE OF SURVEY:	JUNE 2022		
CHECKED BY:	LM		
DATE OF SURVEY:	JUNE 2022		
CHECKED BY:	LM		
DATE OF SURVEY:	JUNE 2022		

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 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 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

Sewer Manhole

Proposed Sewer Manhole

Sewer Pipe

SUBTYPE

COLLECTOR

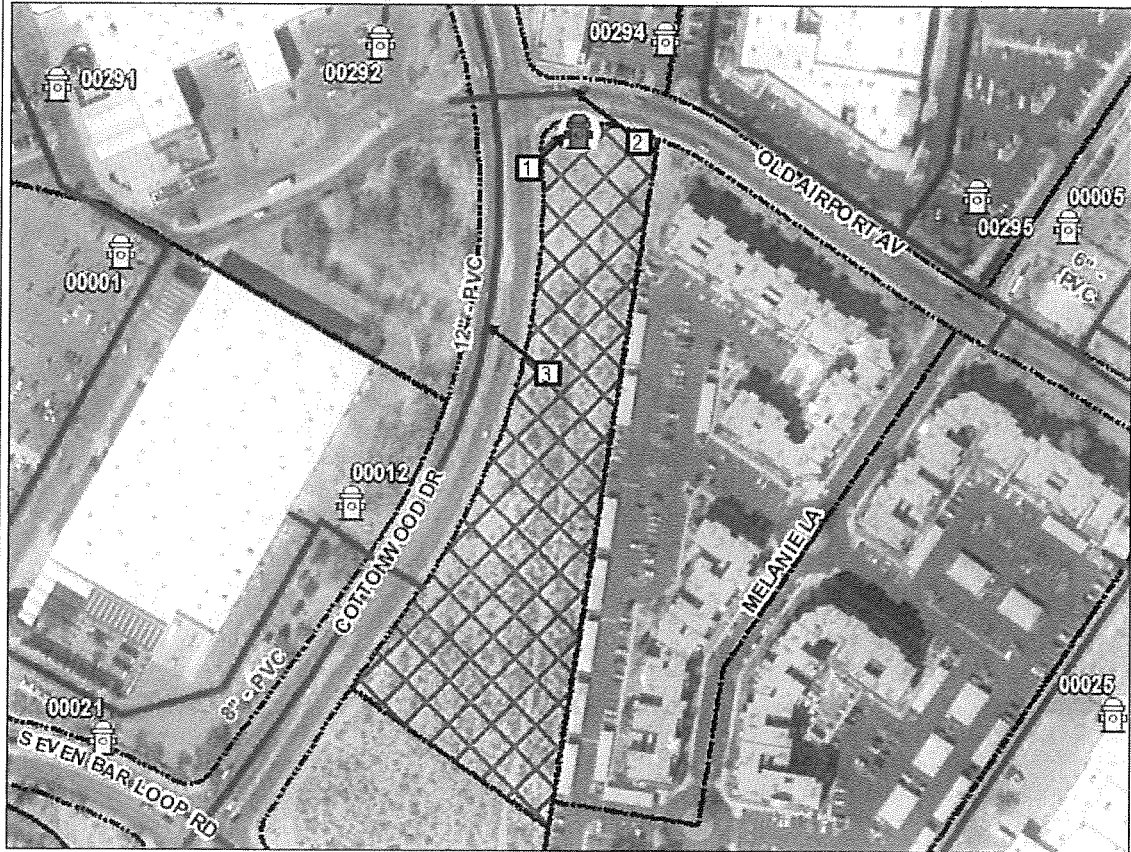
--- General Map Keyed Notes

1 - Proposed 6" Public Sanitary Sewer Extension

2 - Provide 20' public utility easement along sewer line



220805 - Water



0 400 800 Feet



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

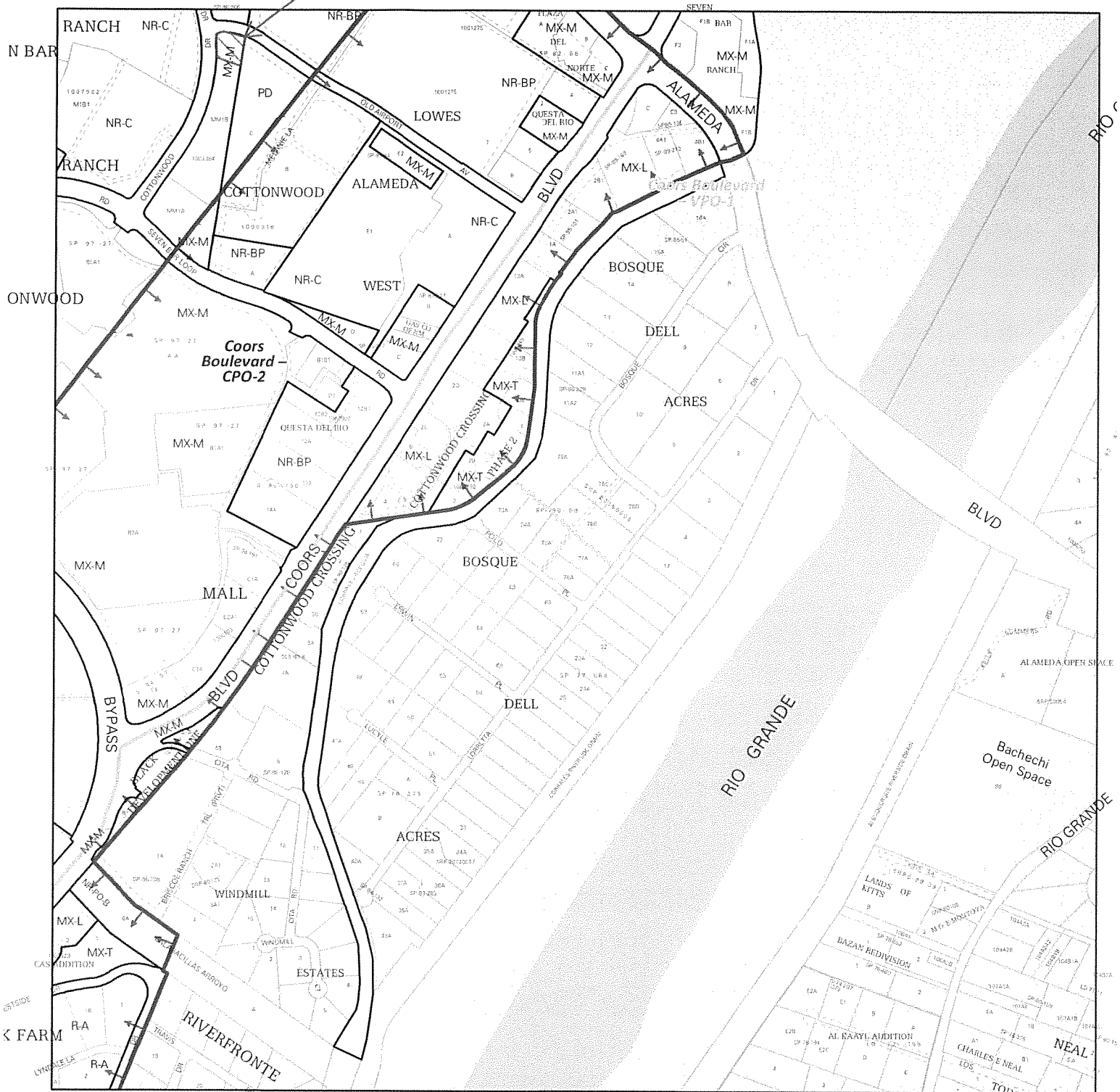
2 - 8" PVC Distribution on Old Airport Road NW for service connection

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



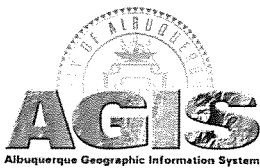
Water Utility
Authority

SITE

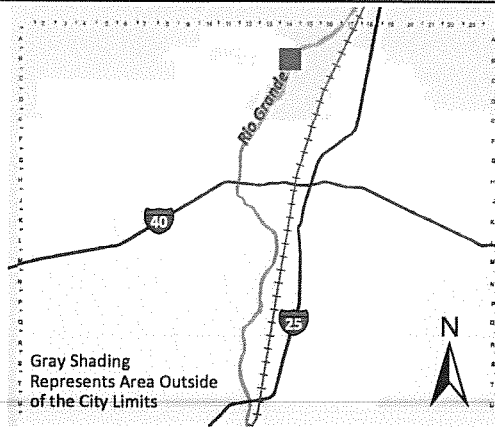


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

**IDO Zone Atlas
May 2018**



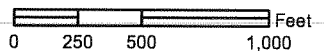
IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).

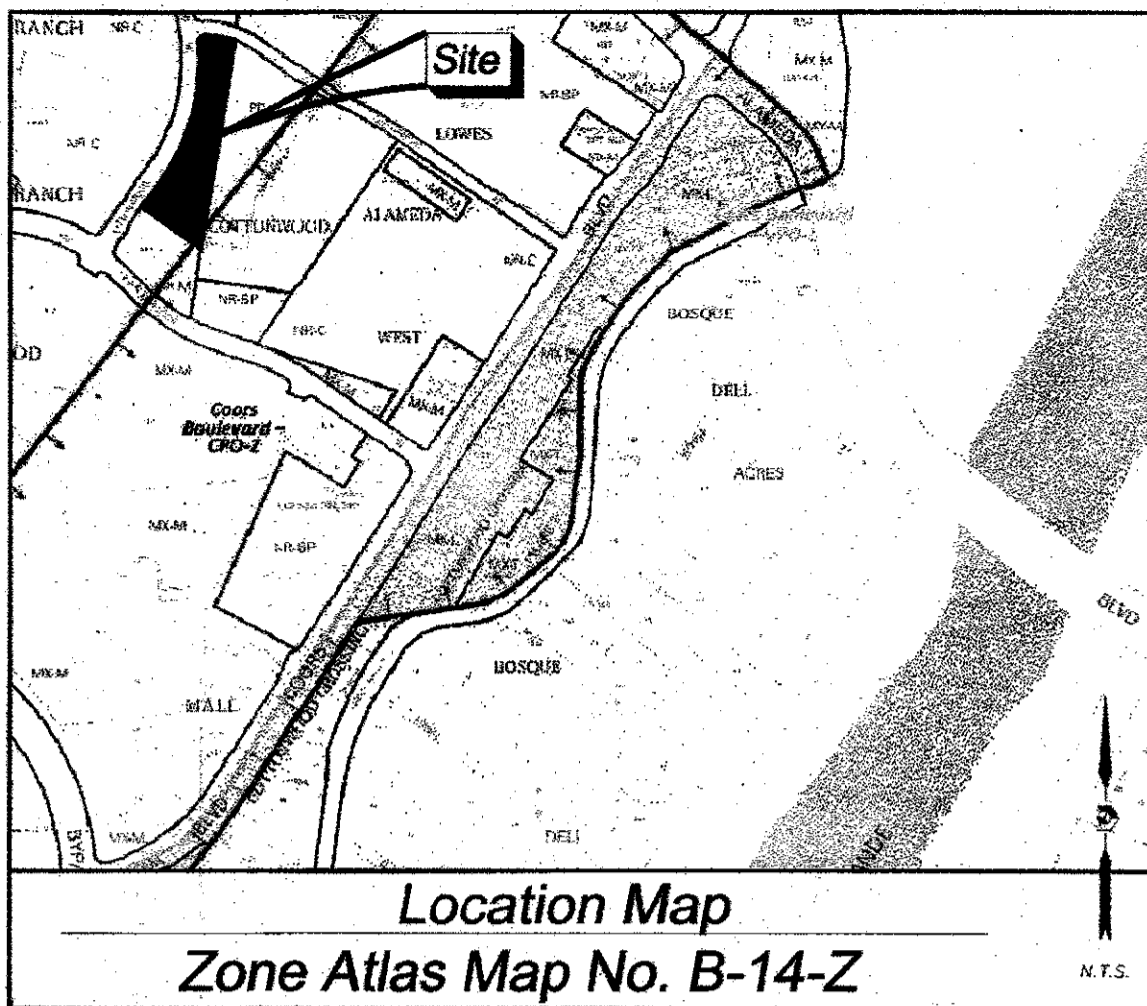


Gray Shading
Represents Area Outside
of the City Limits

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





RECORDING STAMP

Plat of
 Tracts MM-1-B-1 and MM-1-B-2
Seven-Bar Ranch
 Town of Alameda Grant, Projected Sections 5 & 8,
 Township 11 North, Range 3 East, N.M.P.M.
 Albuquerque, Bernalillo County, New Mexico
 August 2022

Legal Description

A TRACT OF LAND LYING AND SITUATE WITHIN THE TOWN OF ALAMEDA GRANT, PROJECTED SECTIONS 5 AND 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF TRACT MM-1-B, SEVEN-BAR RANCH, 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 SEPTEMBER 30, 2004, IN BOOK 2004C, PAGE 311, NOW COMPRISING TRACTS MM-1-B-1 AND MM-1-B-2, SEVEN-BAR RANCH.

TREASURER'S CERTIFICATE

Project No. PR-2022-00710
 Application No. SD-2023-00038

Utility Approvals

<i>RJA</i>	04/25/2023
PNM	DATE
<i>WJ Eth</i>	6/6/2023
NEW MEXICO GAS COMPANY	DATE
<i>Natalia Antonov</i>	5/4/2023
QUEST CORPORATION D/B/A CENTURYLINK QC	DATE
<i>Mike Martin</i>	04/25/2023
COMCAST	DATE

Subdivision Data:

GROSS SUBDIVISION ACREAGE: 3.7192 ACRES±
 ZONE ATLAS INDEX NO: B-14-Z
 NO. OF TRACTS CREATED: 2
 NO. OF LOTS CREATED: 0
 MILES OF FULL-WIDTH STREETS CREATED: 0

Notes:

1. PLAT SHOWS ALL EASEMENTS OF RECORD.
2. EASEMENT BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND EASEMENTS HAVE BEEN ROTATED TO MATCH BASIS OF BEARINGS AND BOUNDARY UNLESS OTHERWISE INDICATED.

Purpose of Plat

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE ONE EXISTING TRACT INTO TWO NEW TRACTS TO VACATE EASEMENTS, AND TO GRANT EASEMENTS.

Solar Note:

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION 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 OF PARCELS WITHIN THE AREA OF THIS PLAT.

City Approvals

Loran Risenhoover P.S. 9/20/2022
 CITY SURVEYOR DATE

Real Property Division (conditional)	Date
Environmental Health Department (conditional)	Date
Traffic Engineering, Transportation Division	Date
ABC/WUA	Date
Parks and Recreation Department	Date
<i>[Signature]</i>	5/2/2023
Hydrology	Date
Code Enforcement	Date
Planning Department	Date
City Engineer	Date
MRGCD (conditional)	Date

Public Utility Easements

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON JOINT USE OF:
 A. 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.
 B. 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.
 C. QUEST CORPORATION D/B/A CENTURYLINK QC FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.
 D. 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 WITHIN THE EASEMENT 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 ADJACENT LANDS OF GRANTEE 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 ERCTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL 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 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.

Free Consent and Dedication

THE REPLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER. EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.
 SAID OWNER DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND SITUATIONS.
 RSF LAND & CATTLE COMPANY LLC
 A NEW MEXICO LIMITED LIABILITY COMPANY

BY: *Greg Foltz* 09/23/2022
 MEMBER

Acknowledgment

STATE OF NEW MEXICO
 NOTARY PUBLIC
 Jaimie N. Garcia
 Commission No. 1083368
 March 22, 2025
 STATE OF NEW MEXICO) SS
 COUNTY OF BERNALILLO)
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF September, 2022 BY RSF LAND & CATTLE COMPANY LLC, A NEW MEXICO LIMITED LIABILITY COMPANY, BY GREG FOLTZ, MEMBER.
 BY: *Jaimie N. Garcia* MY COMMISSION EXPIRES: 3-22-2025
 NOTARY PUBLIC

Surveyor's Certificate

I, LARRY W. MEDRANO, A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL ON THE GROUND PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM RESPONSIBLE FOR THIS SURVEY. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND LAND SURVEYING OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Larry W. Medrano 9/21/2022
 LARRY W. MEDRANO
 N.M.P.S. No. 11993
 DATE



Disclaimer

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), QUEST CORPORATION D/B/A CENTURYLINK QC AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, QUEST CORPORATION D/B/A CENTURYLINK QC AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN SPECIFICALLY DESCRIBED AND ON THIS PLAT.
 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.

REVISIONS

NO.	DATE	BY	DESCRIPTION

COORDINATE AND DIMENSION INFORMATION		PLSS INFORMATION				INDEXING INFORMATION FOR COUNTY CLERK		PROJECT INFORMATION		
STATE PLANE ZONE: NM-C	GRID / GROUND COORDINATES: GRID	GEIOD: ABQ GEIOD	LAND GRANT TOWN OF ALAMEDA		PROPERTY OWNER RSF LAND & CATTLE COMPANY LLC		CREW/TECH: OT		DATE OF SURVEY JUNE 2022	
HORIZONTAL DATUM: NAD83	VERTICAL DATUM: NAVD88	ROTATION ANGLE: 0° 00' 00.00"	MATCHES DRAWING UNITS: YES	SECTION 05/08	TOWNSHIP 11 NORTH	RANGE 03 EAST	MERIDIAN NMPM	SUBDIVISION NAME SEVEN-BAR RANCH	DRAWN BY: JK	CHECKED BY: LM
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM		BASE POINT FOR SCALING AND/OR ROTATION: N = 0 E = 0		CITY ALBUQUERQUE	COUNTY BERNALILLO	STATE NM	UPC 10140650748020207	ADDRESS SEVEN BAR LOOP, NW	PSI JOB NO. 228185P	SHEET NUMBER 1 OF 2
COMBINED SCALE FACTOR: GRID TO GROUND: 1.000320393 GROUND TO GRID: 0.999679709		DISTANCE ANNOTATION: GROUND		ELEVATION TRANSLATION: GRID		ELEVATIONS VALID: NO		<p>OFFICE LOCATION: 9200 San Mateo Boulevard, NE Albuquerque, NM 87113 505.856.5700 PHONE 505.856.7900 FAX</p>		

Flood Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 35001C0109H, WHICH BEARS AN EFFECTIVE DATE OF AUGUST 16, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

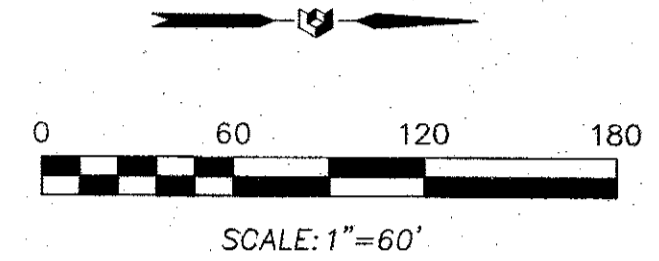
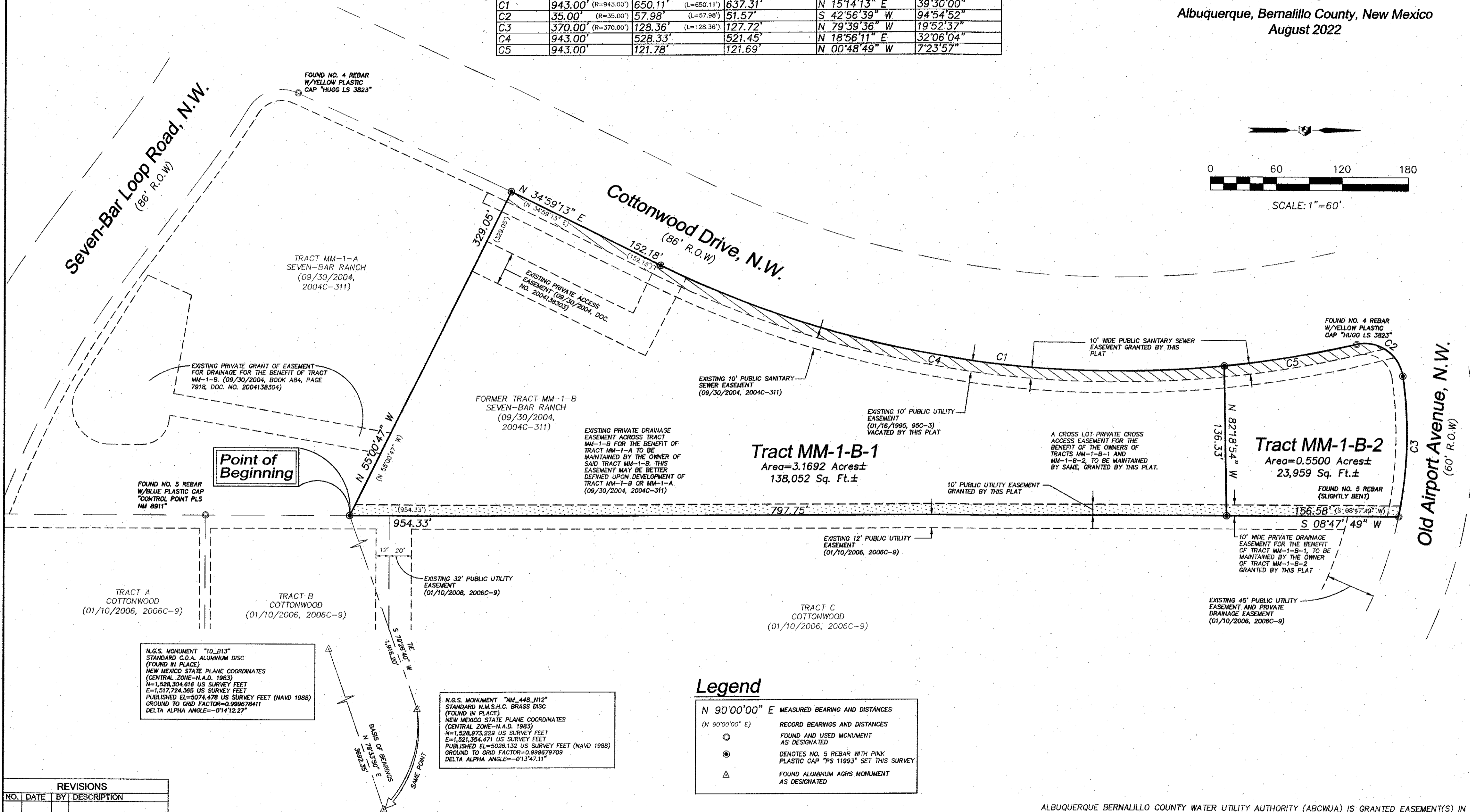
RECORDING STAMP

Plat of Tracts MM-1-B-1 and MM-1-B-2 Seven-Bar Ranch

Town of Alameda Grant, Projected Section 8, Township 11 North, Range 3 East, N.M.P.M. Albuquerque, Bernalillo County, New Mexico August 2022

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	943.00' (R=943.00')	650.11' (L=650.11')	637.31'	N 15°14'13" E	39°30'00"
C2	35.00' (R=35.00')	57.98' (L=57.98')	51.57'	S 42°56'39" W	94°54'52"
C3	370.00' (R=370.00')	128.36' (L=128.36')	127.72'	N 79°39'36" W	19°52'37"
C4	943.00'	528.33'	521.45'	N 18°56'11" E	32°06'04"
C5	943.00'	121.78'	121.69'	N 00°48'49" W	7°23'57"



Point of Beginning

Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES
○	FOUND AND USED MONUMENT AS DESIGNATED
●	DENOTES NO. 5 REBAR WITH PINK PLASTIC CAP "PS 11993" SET THIS SURVEY
△	FOUND ALUMINUM AGRS MONUMENT AS DESIGNATED

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) IS GRANTED EASEMENT(S) IN THE DIMENSIONS NOTED ON THIS PLAT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, MODIFICATION, REPLACEMENT AND OPERATION OF PUBLIC WATER AND SANITARY SERVICE LINES, EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE SERVICE TOGETHER WITH FREE ACCESS ON AND OVER THE EASEMENT AND THE RIGHT TO REMOVE TREES, SHRUBS, UNDERGROWTH AND ANY OTHER OBSTACLES, MODIFICATIONS, OR STRUCTURES WHICH INTERFERE WITH USE OF THE EASEMENT.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				INDEXING INFORMATION FOR COUNTY CLERK				PROJECT INFORMATION			
STATE PLANE ZONE: NM-C	GRID / GROUND COORDINATES: GRID	GEIOD: ABQ GEIOD		LAND GRANT: TOWN OF ALAMEDA				PROPERTY OWNER: RSF LAND & CATTLE COMPANY LLC					CREW/TECH: OT	DATE OF SURVEY: JUNE 2022	
HORIZONTAL DATUM: NAD83	VERTICAL DATUM: NAVD88	ROTATION ANGLE: 0° 00' 00.00"	MATCHES DRAWING UNITS: YES	SECTION: 05/08	TOWNSHIP: 11 NORTH	RANGE: 03 EAST	MERIDIAN: NMPM	SUBDIVISION NAME: SEVEN-BAR RANCH					DRAWN BY: JK	CHECKED BY: LM	
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM		BASE POINT FOR SCALING AND/OR ROTATION: N = 0, E = 0		CITY: ALBUQUERQUE	COUNTY: BERNALILLO	STATE: NM		UPC: 101406505748020207	ADDRESS: SEVEN BAR LOOP, NW				PSI JOB NO. 228185P	SHEET NUMBER 2 OF 2	
COMBINED SCALE FACTOR: GRID TO GROUND: 1.000320393, GROUND TO GRID: 0.999679709	DISTANCE ANNOTATION: GROUND	BEARING ANNOTATION: GRID	ELEVATION TRANSLATION: ±0.00'	ELEVATIONS VALID: NO											



OFFICE LOCATION:
9200 San Mateo Boulevard, NE
Albuquerque, NM 87113
505.856.5700 PHONE
505.856.7900 FAX

Date Submitted: _____
 Date Site Plan Approved: _____
 Date Preliminary Plat Approved: _____
 Date Preliminary Plat Expires: _____
 DHOP Project No.: _____
 DHO Application No.: _____

INFRASTRUCTURE LIST

(Rev 2-16-18)

EXHIBIT "A"

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT HEARING OFFICER (D.H.O.) REQUIRED INFRASTRUCTURE LIST**

**REPLAT OF SEVEN BAR RANCH
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**TR MM-1-B PLAT OF TRACTS MM-1-A AND MM-1-B SEVEN-BAR RANCH
 EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

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 guarantee. 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	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Crst Engineer
<input type="text"/>	<input type="text"/>	5' - Wide	Sidewalk Along Cottonwood Dr	Western Portion of proposed Tract MM-1-B-2	North property boundary at the Existing Sidewalk intersection of Cottonwood Dr and Old Airport Rd	South property boundary of Tract MM-1-B-2	/	/	/
<input type="text"/>	<input type="text"/>	5' - Wide	Sidewalk Along Cottonwood Dr	Western Portion of proposed Tract MM-1-B-1	North property boundary at the proposed Tract MM-B-1	South property boundary of Tract MM-1-B-1	/	/	/
<input type="text"/>	<input type="text"/>	8"	Sanitary Sewer Extension	Western Portion of proposed Tract MM-1-B-2	North property boundary at the Existing Public Sanitary Sewer line	South property boundary of Tract MM-1-B-2	/	/	/
<input type="text"/>	<input type="text"/>	8"	Sanitary Sewer Extension	Western Portion of proposed Tract MM-1-B-1	North property boundary at the proposed Tract MM-B-1	South property boundary of Tract MM-1-B-1	/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

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	P.E.			

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 _____

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT / OWNER
VINCENT CARRICA, PC
 NAME (print)
TERRA WEST, LLC
 FIRM
 SIGNATURE - date 3-23-23
 DRB CHAIR - date Apr 19, 2023
 TRANSPORTATION DEVELOPMENT - date Apr 19, 2023
 UTILITY DEVELOPMENT - date Apr 21, 2023
 CITY ENGINEER - date Apr 19, 2023
 PARKS & RECREATION - date Apr 20, 2023
 AMAFCA - date Apr 19, 2023
 CODE ENFORCEMENT - date Apr 19, 2023
 HYDROLOGY - date Apr 19, 2023

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER











PR-2022-007100_SD-2023-00038_Infrastructure_List_Approved_3-22-23

Final Audit Report

2023-04-21

Created:	2023-04-19
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzqCn95v77cVivD1jx09xrHZnpNwLsxa5

"PR-2022-007100_SD-2023-00038_Infrastructure_List_Approved_3-22-23" History

-  Document created by Jay Rodenbeck (jrodenbeck@cabq.gov)
2023-04-19 - 6:01:24 PM GMT- IP address: 143.120.132.76
-  Document emailed to Shahab Biazar (sbiazar@cabq.gov) for signature
2023-04-19 - 7:00:12 PM GMT
-  Document emailed to Ernest Armijo (earmijo@cabq.gov) for signature
2023-04-19 - 7:00:12 PM GMT
-  Document emailed to Tiequan Chen (tchen@cabq.gov) for signature
2023-04-19 - 7:00:13 PM GMT
-  Document emailed to David Gutierrez (dggutierrez@abcwua.org) for signature
2023-04-19 - 7:00:14 PM GMT
-  Document emailed to Jeff Palmer (jppalmer@cabq.gov) for signature
2023-04-19 - 7:00:14 PM GMT
-  Document emailed to Whitney Phelan (wphelan@cabq.gov) for signature
2023-04-19 - 7:00:14 PM GMT
-  Document emailed to Jay Rodenbeck (jrodenbeck@cabq.gov) for signature
2023-04-19 - 7:00:14 PM GMT
-  Document e-signed by Jay Rodenbeck (jrodenbeck@cabq.gov)
Signature Date: 2023-04-19 - 7:00:29 PM GMT - Time Source: server- IP address: 143.120.132.76
-  Email viewed by Tiequan Chen (tchen@cabq.gov)
2023-04-19 - 7:00:41 PM GMT- IP address: 143.120.132.88

-  Document e-signed by Tiequan Chen (tchen@cabq.gov)
Signature Date: 2023-04-19 - 7:02:10 PM GMT - Time Source: server- IP address: 143.120.132.88
-  Email viewed by Ernest Armijo (earmijo@cabq.gov)
2023-04-19 - 7:06:04 PM GMT- IP address: 198.175.173.4
-  Document e-signed by Ernest Armijo (earmijo@cabq.gov)
Signature Date: 2023-04-19 - 7:06:30 PM GMT - Time Source: server- IP address: 198.175.173.4
-  Email viewed by Jeff Palmer (jppalmer@cabq.gov)
2023-04-19 - 7:14:05 PM GMT- IP address: 143.120.132.73
-  Document e-signed by Jeff Palmer (jppalmer@cabq.gov)
Signature Date: 2023-04-19 - 7:14:13 PM GMT - Time Source: server- IP address: 143.120.132.73
-  Email viewed by Shahab Biazar (sbiazar@cabq.gov)
2023-04-19 - 9:33:43 PM GMT- IP address: 143.120.132.80
-  Document e-signed by Shahab Biazar (sbiazar@cabq.gov)
Signature Date: 2023-04-19 - 9:33:55 PM GMT - Time Source: server- IP address: 143.120.132.80
-  Email viewed by Whitney Phelan (wphelan@cabq.gov)
2023-04-20 - 7:19:31 PM GMT- IP address: 172.59.0.92
-  Document e-signed by Whitney Phelan (wphelan@cabq.gov)
Signature Date: 2023-04-20 - 7:19:59 PM GMT - Time Source: server- IP address: 172.59.0.92
-  Email viewed by David Gutierrez (dggutierrez@abcwua.org)
2023-04-21 - 2:22:29 PM GMT- IP address: 142.202.67.2
-  Document e-signed by David Gutierrez (dggutierrez@abcwua.org)
Signature Date: 2023-04-21 - 2:24:31 PM GMT - Time Source: server- IP address: 142.202.67.2
-  Agreement completed.
2023-04-21 - 2:24:31 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Agent Authorization Form

February 9, 2023

Mr. David Campbell
Development Hearing Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: **ALL DHO SUBMITTALS**
SEVEN BAR RANCH NW, ALBUQUERQUE, NM 87104
TR MM-1 PLAT OF TRACTS MM-1-A AND MM-1-B SEVEN-BAR-RANCH
Zone Atlas Page: B-14-Z

I/We, **RSF Land & Cattle Company LLC**, as the owner(s) of the real property described as follows. **TR MM-1 PLAT OF TRACTS MM-1-A AND MM-1-B SEVEN-BAR-RANCH**, do hereby authorize to act as my/our agent, **Tierra West, LLC**, to execute any and all documents necessary to affect the application approval requested to the Development Hearing Officer, and to appear on my/our behalf before any administrative or legislative body in the county of Bernalillo considering this application and to act in all respects as our agent in matters pertaining to the application.

GREG L. FOLTZ
Print Name

Greg L. Foltz
Signature

Chief Financial Officer
Title

FEBRUARY 9, 2023
Date



DEVELOPMENT REVIEW BOARD

Agenda

ONLINE ZOOM MEETING

June 15, 2022

Jolene Wolfley..... DRB Chair
 Jeanne Wolfenbarger Transportation
 Blaine Carter..... Water Authority
 Ernest Armijo.Hydrology
 Jeff Palmer.....Code Enforcement
 Cheryl Somerfeldt.....Parks and Rec

Angela Gomez ~ DRB Administrative Assistant

NOTE: INDIVIDUALS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE TO PARTICIPATE AT THIS MEETING SHOULD CONTACT ANGELA GOMEZ, PLANNING DEPARTMENT, AT 924-3946. HEARING IMPAIRED USERS MAY CONTACT HER VIA THE NEW MEXICO RELAY NETWORK BY CALLING TOLL-FREE:1-800-659-8331.

NOTE: DEFERRAL OF CASES WILL BE ANNOUNCED AT THE BEGINNING OF THE AGENDA.

NOTE: IF THE APPLICANT/AGENT IS NOT PRESENT WHEN THEIR REQUEST IS CALLED, THEN THE REQUEST MAY BE INDEFINITELY DEFERRED ON A NO SHOW. PER THE DRB RULES OF PROCEDURE, AN INDEFINITE DEFERRAL REQUIRES A RE-APPLICATION AND REPAYMENT OF ALL APPLICATION FEES.

NOTE: CLICK ON THE BLUE HIGHLIGHTED PROJECT # LINK TO ACCESS THE CASE. (Place mouse over hyperlink, right-click, choose "open hyperlink")

A. Call to Order: 9:00 A.M.

B. Changes and/or Additions to the Agenda

a. Motion to amend the rules to allow a virtual meeting because of the public health emergency.

b. Remote Meeting Information:

Join Zoom Meeting: <https://cabq.zoom.us/j/81711919604> (Place mouse over hyperlink, right-click, choose "open hyperlink")

Meeting ID: 817 1191 9604 By phone: +1 346 248 7799 or Find your local number:

<https://cabq.zoom.us/j/81711919604>

MAJOR CASES

1. [PR-2022-006547](#)

SI-2022-00216 – SITE PLAN

ROSE MIRANDA requests the aforementioned action(s) for all or a portion of: **LOT 2A1, NORTHEAST PORTION OF BLACK RANCH** zoned **MX-L**, located at **10126 COORS BLVD NW** containing approximately **1.247** acre(s). **(B-14)** [Deferred from 3/2/22, 4/6/22, 5/4/22]

PROPERTY OWNERS: SMITH DANIEL F & MELBA C TRUSTEES SMITH TRUST & MARTHA MALASCHOCK ETAL

REQUEST: SITE PLAN REVIEW OF A PROPOSED 2,540 SQ. FT PANDA EXPRESS RESTAURANT WITH DRIVE THRU

2. [PR-2021-005597](#)
[SD-2022-00026](#) – PRELIMINARY PLAT

MODULUS ARCHITECTS agent for **RED SHAMROCK 12 LLC** requests the aforementioned action(s) for all or a portion of: **LOT X2A, UNIVERSITY OF ALBUQUERQUE URBAN CENTER** zoned **NR-C**, located at **3901 COORS BLVD NW between COORS BLVD and ST. JOSEPHS** containing approximately **26.5** acre(s). **(G-11)** [Deferred from 3/16/22, 4/27/22, 5/11/22, 5/18/22, 6/8/22]

PROPERTY OWNERS: RED SHAMROCK 12 LLC

REQUEST: SUBDIVIDE 1 EXISTING LOT INTO 10 SMALLER LOTS, DEDICATE RIGHT OF WAY, GRANT EASEMENTS

SKETCH PLATS

3. [PR-2022-007141](#)
[PS-2022-00090](#) – SKETCH PLAT

CONSENSUS PLANNING | SHAWNA BALLAY agent for **KEYSTONE HOMES** requests the aforementioned action(s) for all or a portion of: **TRACT B-1, HERITAGE MARKETPLACE** zoned **MX-L**, located at **1700 UNSER BLVD NW between I-40 and LADERA DR NW between I-40 and LADERA DR NW** containing approximately **9.05** acre(s). **(H-09)**

PROPERTY OWNERS: BERNCO INVESTORS LLC

REQUEST: REDUCE MULTI-FAMILY UNITS FROM 230 APARTMENTS TO APPROXIMATELY 129 TOWNHOMES

-
4. [PR-2022-007100](#)
[PS-2022-00115](#) – SKETCH PLAT

TIERRA WEST, LLC agent for **RSF LAND & CATTLE COMPANY LLC** requests the aforementioned action(s) for all or a portion of: **TRACT MM-1A and MM-1B, SEVEN BAR RANCH** zoned **MX-M**, located at **SEVEN BAR LOOP NW between COTTONWOOD DR NW and OLD AIRPORT AVE NW** containing approximately **3.7193** acre(s). **(B-14)**

PROPERTY OWNERS: RSF LAND & CATTLE COMPANY LLC

REQUEST: SKETCH PLAT REVIEW AND COMMENT

-
5. [PR-2022-007103](#)
[PS-2022-00117](#) – SKETCH PLAT

TIERRA WEST, LLC agent for **ABQ TERMINAL LLC | LB WALKER & ASSOCIATES** requests the aforementioned action(s) for all or a portion of: **MAP 44 TRACT 64C2 EXC 0.30 AC X ALL TRACT 64C3A2** zoned **NR-LM**, located at **3200 BROADWAY BLVD SE between BROADWAY BLVD SE and WOODWARD RD SE** containing approximately **21.43** acre(s). **(M-14)**

PROPERTY OWNERS: ABQ TERMINAL LLC ATTN: WALKER & ASSOCIATES INC.

REQUEST: SKETCH PLAT REVIEW AND COMMENT

6. [PR-2022-007112](#)
[PS-2022-00118](#) – SKETCH PLAT
- VIETNAMESE BUDDHIST CONGREGATION OF NEW MEXICO** requests the aforementioned action(s) for all or a portion of: **LOT 10-A, BLOCK 13, FAIRGROUNDS ADDITION** zoned **NR-C**, located at **327 GEORGIA ST SE between ZUNI RD and CENTRAL AVE** containing approximately **0.41** acre(s). **(K-18)**
- PROPERTY OWNERS:** VIETNAMESE BUDDHIST CONGREGATION OF NEW MEXICO
REQUEST: MERGE 4 LOTS INTO ONE LOT
-

MINOR CASES – TO BE HEARD BEGINNING AT 1:30 pm

7. [PR-2019-002651](#)
[SD-2022-00094](#) – PRELIMINARY/FINAL PLAT
- ARCH + PLAN LAND USE CONSULTANTS LLC** agent for **R & B LLC** requests the aforementioned action(s) for all or a portion of: **PARCEL 2A, SUNPORT PARK** zoned **NR-BP**, located at **1501 AIRCRAFT SE between I-25 and UNIVERSITY BLVD** containing approximately 48.6595 acre(s). **(M-15)**
- PROPERTY OWNERS:** R&B LLC
REQUEST: CREATE 2 LOTS FROM ONE EXISTING LOT
-

8. [PR-2022-007033](#)
[SD-2022-00093](#) – PRELIMINARY/FINAL PLAT
- CSI – CARTESIAN SURVEYS INC.** agent for **1701 5TH STREET PARTNERS, LLC** requests the aforementioned action(s) for all or a portion of: **LOTS 1 THRU 5 BLOCK 3, IVES ADDITION** zoned **NR-LM**, located at **1705 5TH STREET NW between ASPEN AVE NW and HAINES NW** containing approximately 0.3480 acre(s). **(H-14)**
- PROPERTY OWNERS:** 1701 5TH STREET PARTNERS, LLC
REQUEST: CREATE ONE NEW LOT FROM 5 EXISTING LOTS, DRB DETERMINATION ALLOWING WIDTHS OF 5TH ST AND PUBLIC ALLEY ADJOINING LOT
-

9. [PR-2021-005716](#)
[SD-2022-00077](#) – PRELIMINARY/FINAL PLAT
- CSI – CARTESIAN SURVEYS, INC.** agent for **PAULETTE BACA** requests the aforementioned action(s) for all or a portion of: **TRACT 93A3, MRGCD MAP 40** zoned **R-1A**, located at **711 7TH ST SW between STOVER AVE SW and ATLANTIC AVE SW** containing approximately **0.2585** acre(s). **(K-14)**
[Deferred from 5/25/22, 6/8/22]
- PROPERTY OWNERS:** LUJAN NELSON J & BACA PAULETTE
REQUEST: CREATE 3 NEW TRACTS FROM ONE EXISTING TRACT, DRB DETERMINATION REQUEST FOR EXISTING SIDEWALK WIDTH
-

10. [PR-2022-006614](#)
SD-2022-00079 – VACATION OF PUBLIC
EASEMENT

COMMUNITY SCIENCES CORPORATION agent for **MICHAEL & EMILY CISNEROS** requests the aforementioned action(s) for all or a portion of: **LOT 3 BLOCK 12 UNIT 5, VOLCANO CLIFFS** zoned **R-1D**, located at **6508 JADE DR NW between EMERALD DR NW and 81st NW** containing approximately **0.3435** acre(s). **(E-10)** *[Deferred from 5/25/22, 6/8/22]*

PROPERTY OWNERS: HANNA JOSEPHINE T & HANNA MARK E

REQUEST: VACATE EXISTING 25' DRAIN. EASEMENT IN BACK OF LOT 3

Other Matters:

Action Sheet Minutes – June 8, 2022

DRB Member Signing Session for Approved Cases

ADJOURN

IDO Summary List

Development Review Board:

HYDROLOGY SECTION

Comments-

- Hydrology will need an approved grading and drainage plan completed by a New Mexico registered professional Civil Engineer for the propped site plan. **NO ISSUE**
- On the proposed play, please provide a cross lot drainage easement. **NO ISSUE**

PLANNING- CASE COMMENTS

Comments-

For future Site Plan and platting action submittals-

- The project and application numbers must be added to Plan sheets, prior to final sign-off from Planning.
Utility signatures, AMAFCA signatures and DXF File approval from AGIS will be required for the Preliminary and/or Final Plat actions. Those signatures must be obtained and included with all submittals prior to the acceptance of that application and the placement on a DRB agenda. **NO ISSUE**
- All Plan sheets must be sealed and signed by a design professional licensed in the State of New Mexico. Future Landscape Plans must be sealed and signed by a Landscape Architect licensed in the State of New Mexico. **NO ISSUE**
- The applicant will need to work with Transportation, Hydrology, and Water Authority members on submitting the required items on Form S and/or P as a part of the application process and obtain the required signatures. **NO ISSUE**
- All standards within IDO section 5-4-C (Subdivision of Land Compliance) apply to all re-platting actions. Re-plating action cannot increase any existing nonconformity or create a new nonconformity. **CONNECTIVITY JUST NEEDS AN AGREEMENT**
- Future development must meet all applicable standards and provisions of previous approved Site Plans. Changes to any previously approved Site Plan may require minor/major amendments to that plan.
If none exist and/or where silent, development must meet standards and provisions of IDO and the DPM. **NO AMENDMENTS**
- For Restaurant and Drive-Through Uses please reference the following IDO sections:
 - Table III – Provisions for ABC Comp Plan Centers & Corridors, MT-Major Transit and Employment Center. **NO ISSUE**
 - 4-3-D-8 Restaurant Use Specific Standards. **NO ISSUE**

- 4-3-F-4 Drive-Through Use Specific Standards. **QUEUING REQ MET**
- 5-1 Dimension Standards for MX-M. **GOOD ON SETBACKS**

2-4(C)(2) Use and Development Standards

Development Location	General	UC-MS-PT	
Site Standards			
A	Usable open space, minimum	≤1 BR: 225 sq. ft./unit 2 BR: 285 sq. ft./unit ≥3 BR: 350 sq. ft./unit	50% reduction
Setback Standards			
B	Front, minimum / maximum	5 ft. / N/A	0 ft. / 15 ft.
C	Side, minimum / maximum	Interior: 0 ft.; Street side: 5 ft. / N/A	0 ft. / Street side: 15 ft.
D	Rear, minimum	15 ft.	Street or alley: 0 ft.
Building Height			
E	Building height, maximum	48 ft.	65 ft. >100 ft. from all lot lines: N/A

Overlay Zones	Part 14-16-3
Allowable Uses	14-16-4-2
Use-specific Standards	14-16-4-3
Dimensional Standards	14-16-5-1
Site Design and Sensitive Lands	14-16-5-2
Access and Connectivity	14-16-5-3
Subdivision of Land	14-16-5-4
Parking and Loading	14-16-5-5
Landscaping, Buffering, and Screening	14-16-5-6
Walls and Fences	14-16-5-7
Outdoor and Site Lighting	14-16-5-8
Neighborhood Edges	14-16-5-9
Solar Access	14-16-5-10
Building Design	14-16-5-11
Signs	14-16-5-12
Operation and Maintenance	14-16-5-13

- 5-3-C-3-B Access & Connectivity. **JUST NEED SIGNED AGREEMENT**
 - 5-5 Parking & Loading, table 5-5-1. 5-5-D Motorcycle, 5-5-E Bicycle. **NO REQUIREMENTS FOR DRIVE-THRU**
 - 5-6 Landscaping, Buffering, and Screening. **ALL REQ. SEE SITE PLAN NOTES**
 - 5-7 Walls/Fences **NOT REQUIRED**
 - 5-11-E Building and façade design.
- EPC/DRB approvals were previously approved for the site per 1003384. Further research and determination need to be made to determine if the previous EPC/DRB approvals are active (haven't expired) and if there's a governing Site Plan for the site to determine the next step for site development. **NO ISSUE**

PARKS AND RECREATION DEPARTMENT

Comments-

- Street Trees required per IDO Section 5-6(B). Please consult the NM Climate Ready Tree List: <https://www.nature.org/content/dam/tnc/nature/en/documents/Climate-Ready-Trees-Report-Nov2020.pdf> **NO ISSUE**

TRANSPORTATION DEVELOPMENT

Comments-

- This project is within a Center. Airport Drive and Cottonwood Drive are local roads. Five-foot wide sidewalk is required along the frontage of these properties. Also provide a landscape buffer between the sidewalk and curb per DPM requirements. **6-FT SW**
- For any development along Seven Bar loop road, a minimum ten-foot wide sidewalk is required, and bike lanes are also proposed per the MRCOG plan. **ROW MAY HAVE TO BE GIVEN UP FOR BIKE LANE**

- Overall site plan concept with proposed accessway locations and site plan dimensioning looks acceptable. Provide a queuing analysis for the proposed drive-thru. Fill out a Traffic Scoping form to determine any Traffic Impact Study requirements. **NO ISSUE**
- Submit proposed site plan for a Traffic Circulation Layout review. Follow all applicable standards in the IDO and DPM. If providing a site plan to DRB, a conceptual TCL is required for approval prior to DRB submittal. A second TCL submittal is required prior to building permit to incorporate necessary details. **NO ISSUE**

CODE ENFORCEMENT COMMENTS

Comments-

- Replat of the property must conform to IDO sections 5-3 Access & Connectivity and 5-4 Subdivision of Land. It must not create nor increase any nonconformity with the IDO. **JUST NEED AGREEMENT FOR CONNECTIVITY**
- Property is zoned MX-M (Mixed-Use Medium Intensity), and must follow all Dimensional Standards as per IDO section 5-1(D), Table 5-2-1. **NO ISSUE**
- Future development must meet all IDO Development Standards in IDO section 14-16-5, including but not limited to sections 5.5 Parking, 5.6 Landscaping, 5.7 Walls & Fences, 5.8 Outdoor and Site Lighting, 5.11 Building Design, and 5.12 Signage; as well as requirements of the DPM and other adopted City regulations. **NO ISSUE**
- Drive-through use must meet the Use Specific standards as per IDO section 4-3(F)(4), as well as parking buffer requirements shown in IDO section 5-5(I)(2). Please note the landscape/wall screen buffers required for drive-through lanes adjacent to public right-of-way. **BUFFER AND SCREEN NOTED ON SITE PLAN**
- No further comments or objections at this time.

UTILITY DEVELOPMENT SECTION

Comments-

- The property is located outside of the Adopted Service Area. Since infrastructure improvements are likely, a Water Authority Board approved development is required prior to approval. **NO ISSUE**
- Make a request for availability online. A Serviceability Letter will be issued in lieu of an Availability Statement, which will supplement the development agreement. This Serviceability Letter is also required prior to approval. **NO ISSUE**
- There is a public 12" waterline along Cottonwood Dr. and a dead end 8" waterline along Old Airport Ave., which terminates near the midpoint of proposed Lot 1. **REVISIT WITH KRIS**

- There is an existing 8” sanitary sewer stub located near the northwest corner of proposed Lot 1. A public sanitary sewer extension may be required to cover the entire property frontage along Cottonwood Dr. to facilitate service to proposed Lot 2 and existing Lot MM1A to the south. Official requirements will be outlined in Serviceability Letter.
 - a. A public sanitary sewer easement may be required based on the required alignment of the public sanitary sewer. **REVISIT WITH KRIS**
- Provide a Utility Plan for review. **NO ISSUE**

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 exceed 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 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 if you have questions regarding the information presented herein or need additional information.

Sincerely,

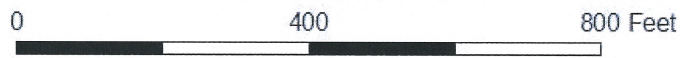
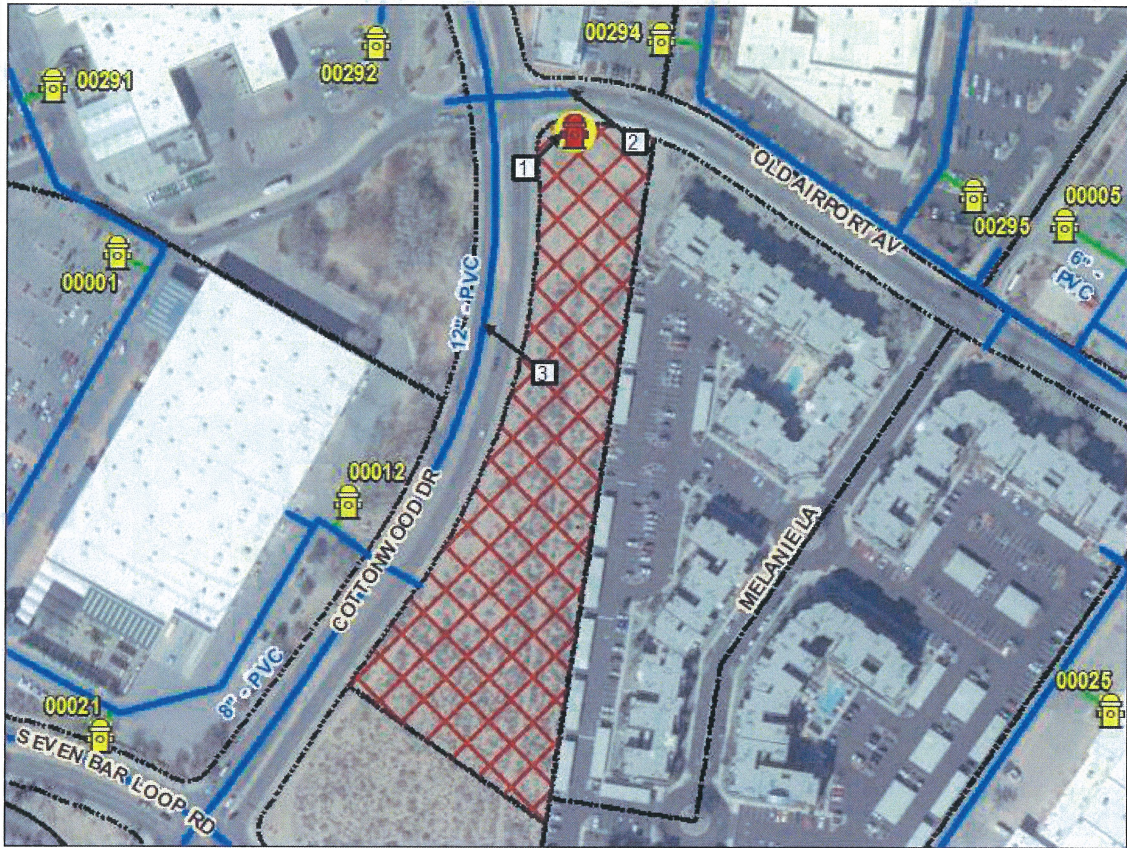


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Statement #220805**

220805 - Water



Legend

Project_Location

Hydrant

Pipe

SUBTYPE

Distribution Line

Hydrant Leg

Fire Flow Analysis Points

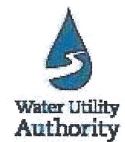
Analysis Point (1)

--- 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 Cotton wood Drive NW for service connection





OPINION OF PROBABLE COST
PROJECT: TRACT MM-1-B REPLAT

CPN No.
TW No. 2022048
Date: 22-Mar-23
Eng.: Amanda Herrera
Rev.: 1

ITEM #	SHORT DESCRIPTION	DESCRIPTION	UNIT	UNIT COST	BUDGET	
					Quantity	CAL. COST
340.01	SDWK, 4", PCC	Sidewalk, 4" thick, Portland Cement Concrete, incl. subgrade compaction, cip. SD 2430	SY	58.67	347.00	\$ 20,358.49
701.02	TRCH, BF, 4-15" SAS, 8-	Trenching, Backfilling, & Compaction, for 4" to 15" sewer pipe, over 8' to 12' in depth, pipe not incl., compl.	LF	35.13	810.00	\$ 28,455.30
901.03	8" SAS PIPE	8" Sewer Pipe, (std. spec. sec. 901), furnish & place in open trench, w/ trace wire, cip.	LF	23.66	810.00	\$ 19,164.60
901.61	WET CONN, 8"-10" SAS	Wet Connect Sewerline to existing manhole, 8" to 10" pipe, incl. reshaping of inverts & shelves, all types & classes of pipe, compl.	EA	1,100.15	1.00	\$ 1,100.15
905.05	4" NEW SAS SVC	4" New Sewer Service Line, from main to property line, incl. trench, saddle & connection, cip.	EA	1,466.87	2.00	\$ 2,933.74
920.07	MH, 4' DIA, C or E	Manhole, 4' dia., Type "C" or "E", 6' to 10' deep, cip. SD 2101	EA	5,720.80	2.00	\$ 11,441.60
					SUBTOTAL	\$ 83,453.88
			SUBTOTAL			\$ 83,453.88
	Staking 1.43%					\$ 1,193.39
	Survey 0.74%					\$ 617.56
	Mobilization 4.26%					\$ 3,555.14
	Demobilization 0.3%					\$ 250.36
	NPDES Permitting 0.63%					\$ 525.76
	Construction Traffic Control & Barricading 3.43%					\$ 2,862.47
			SUBTOTAL			\$ 92,458.55
	CONTINGENCY 30%					\$ 23,114.64
			SUBTOTAL			\$ 115,573.19
	NMGRT 7.875%					\$ 9,101.39
			SUBTOTAL			\$ 124,674.58
	Engineering Design Review Fees (6.6%)					\$ 8,228.52
	Testing Fee By City (2.0%)					\$ 2,493.49
			TOTAL			\$ 135,396.59
TOTAL FG Amount (125% of Total)						\$ 169,245.74

ENGINEER'S DISCLAIMER ON THE ENGINEERING ESTIMATE OF PROBABLE COST

This Engineer's opinion of probable construction cost is made on the basis of Engineer's experience and qualifications and represents the Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding on market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs as prepared by Engineer. If Owner wishes greater assurance as to probable construction costs, Owner shall employ an independent cost estimator or contractor. Prices for the extension of private utilities (i.e. electrical, gas, phone, cable tv, etc.) are not included in this estimate. Owner should contact local utility companies to obtain current charges and rebates. Rock excavation was not included in this estimate.

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

October 20, 2022

Amanda Herrera, PE
Tierra West, LLC
5571 Midway Park Pl. NE
Albuquerque, NM 87109

Re: Fliz Drinks
Corner of Cottonwood Dr. and Old Airport Rd. NW
Conceptual Traffic Circulation Layout for DRB Approval
Engineer's Stamp 10-19-22 (A14_D049)

Dear Ms. Herrera,

The conceptual TCL submittal received 09-14-2022 is approved for DRB submittal. When submitting this project through the building permit process, please provide a copy of the approved DRB Site plan along with a more detailed site plan for construction purposes through a second Traffic Circulation Layout submittal process. The detailed plan will be compared against the approved DRB site plan to ensure that all previously approved site infrastructure is shown with exact paving layout, dimensioning, and parking capacity. Ultimately, a copy of the approved DRB Site Plan and the more detailed stamped and signed plan will both be needed for each of the building permit plans. Please keep these originals to be used for certification of the site for final C.O. for Transportation.

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

When the site construction is completed and an inspection for Certificate of Occupancy (C.O.) is requested, use the original City stamped approved TCL for certification. Redline any minor changes and adjustments that were made in the field. A NM registered architect or engineer must stamp, sign, and date the certification TCL along with indicating that the development was built in "substantial compliance" with the TCL. Submit this certification, the TCL, and a completed Drainage and Transportation Information Sheet to front counter personnel for log in and evaluation by Transportation.

Once verification of certification is completed and approved, notification will be made to Building Safety to issue Final C.O. To confirm that a final C.O. has been issued, call Building Safety at 924-3690.

Sincerely,

Ernest Armijo, P.E.
Principal Engineer, Planning Dept.
Development Review Services

C: CO Clerk, File



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Fiiz Drinks Building Permit #: _____ Hydrology File #: _____

DRB#: _____ EPC#: _____ Work Order#: _____

Legal Description: TR MM-1A and MM-1B Seven Bar Ranch

City Address: Old Airport Rd and Cottonwood DR.

Applicant: Tierra West, LLC Contact: Amanda Herrera

Address: 5571 Midway Park Place NE Albuquerque NM 87109

Phone#: 505-858-3100 Fax#: 505-858-1118 E-mail: aherrera@tierrawestllc.com

Other Contact: RSF Land & Cattle Company LLC Contact: Casey Allman

Address: 5740 Night Whisper Rd NW #100 Albuquerque, NM 87114

Phone#: 505-803-8187 Fax#: _____ E-mail: caseyallman@gmail.com

TYPE OF DEVELOPMENT: _____ PLAT (# of lots) _____ RESIDENCE _____ DRB SITE _____ ADMIN SITE

IS THIS A RESUBMITTAL? _____ Yes No

DEPARTMENT TRANSPORTATION _____ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ENGINEER/ARCHITECT CERTIFICATION
- PAD CERTIFICATION
- CONCEPTUAL G & D PLAN
- GRADING PLAN
- DRAINAGE REPORT
- DRAINAGE MASTER PLAN
- FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ELEVATION CERTIFICATE
- CLOMR/LOMR
- TRAFFIC CIRCULATION LAYOUT (TCL)
- TRAFFIC IMPACT STUDY (TIS)
- STREET LIGHT LAYOUT
- OTHER (SPECIFY) _____
- PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

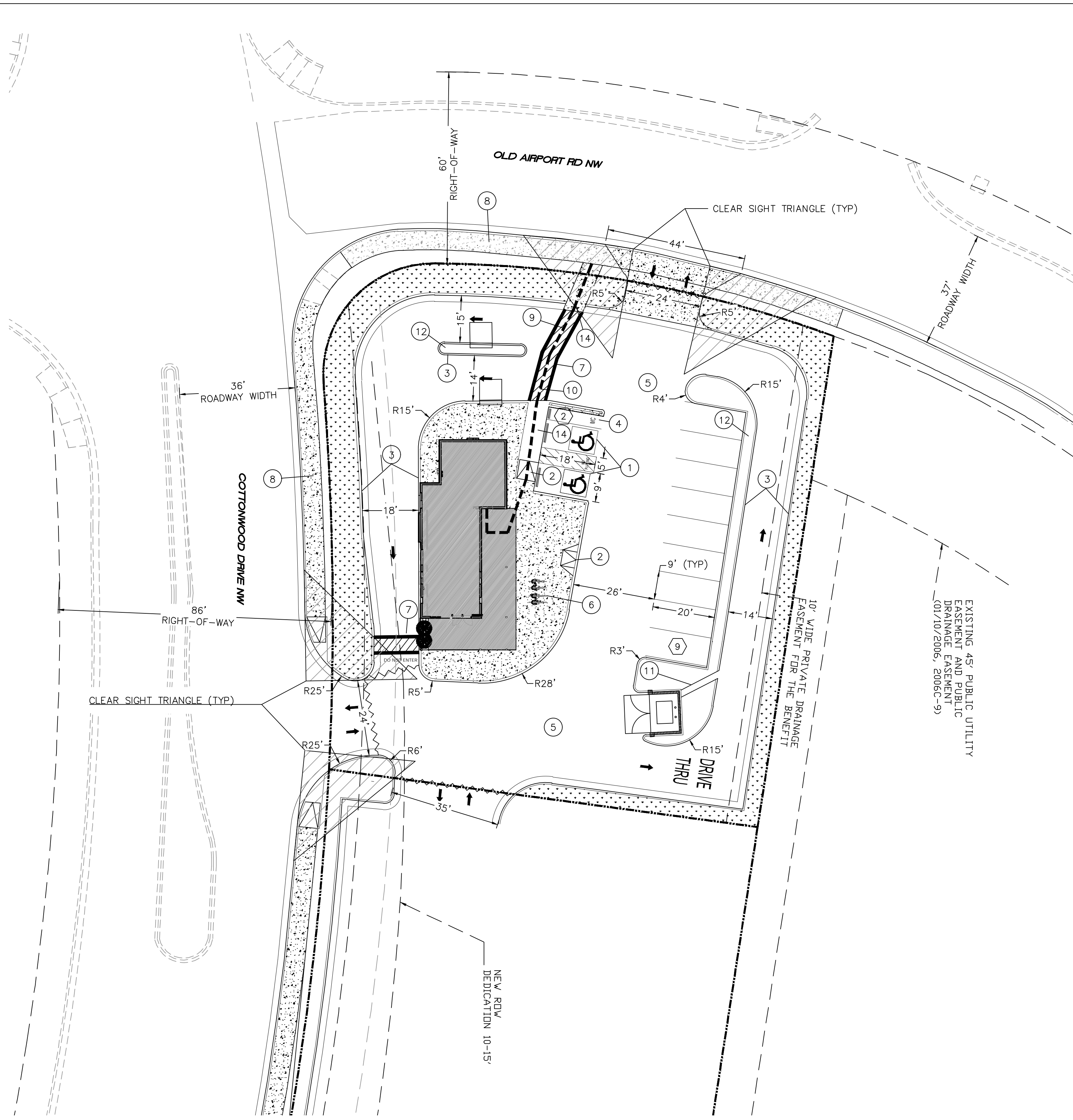
- BUILDING PERMIT APPROVAL
- CERTIFICATE OF OCCUPANCY
- PRELIMINARY PLAT APPROVAL
- SITE PLAN FOR SUB'D APPROVAL
- SITE PLAN FOR BLDG. PERMIT APPROVAL
- FINAL PLAT APPROVAL
- SIA/ RELEASE OF FINANCIAL GUARANTEE
- FOUNDATION PERMIT APPROVAL
- GRADING PERMIT APPROVAL
- SO-19 APPROVAL
- PAVING PERMIT APPROVAL
- GRADING/ PAD CERTIFICATION
- WORK ORDER APPROVAL
- CLOMR/LOMR
- FLOODPLAIN DEVELOPMENT PERMIT
- OTHER (SPECIFY) _____

DATE SUBMITTED: 9-8-22 By: Amanda Herrera

COA STAFF:

ELECTRONIC SUBMITTAL RECEIVED: _____

FEE PAID: _____



LEGEND

	CURB & GUTTER
	BOUNDARY LINE
	EASEMENT
	BUILDING
	PROPOSED SIDEWALK
	EXISTING CURB & GUTTER
	EXISTING BOUNDARY LINE
	PARKING COUNT
	CLEAR SIGHT TRIANGLE

- KEYED NOTES**
- ACCESSIBLE PARKING W/SIGN PER ADA STANDARDS (1.0% MIN - 2.0% MAX SLOPE) SEE DETAIL SHEET DET-1
 - UNIDIRECTIONAL ACCESSIBLE RAMP, SEE DETAIL SHEET DET-1
 - STANDARD CURB AND GUTTER (TYP) PER COA STD DWG 2415A, SEE DETAIL SHEET DET-1
 - MOTORCYCLE SPACE (4'X8' MIN) W/SIGN
 - NEW ASPHALT PAVING SEE DETAIL SHEET DET-1
 - BICYCLE RACK, SEE DETAIL SHEET DET-1
 - 5' PEDESTRIAN CROSSING, SEE DETAIL SHEET DET-1
 - NEW 6' CONCRETE SIDEWALK PER COA STD DWG 2430 SEE DETAIL SHEET DET-1
 - ADA PUBLIC ACCESS PATHWAY
 - ADA PARKING ACCESSIBLE PATHWAY
 - CURB CUT SEE DETAIL SHEET DET-1
 - DRIVE-THRU MEDIAN
 - ADA ACCESSIBLE RAMP PER COA STD DWG 2426, SEE DET-2
 - ZERO-FLUSH CURB, SEE DETAIL SHEET DET-1



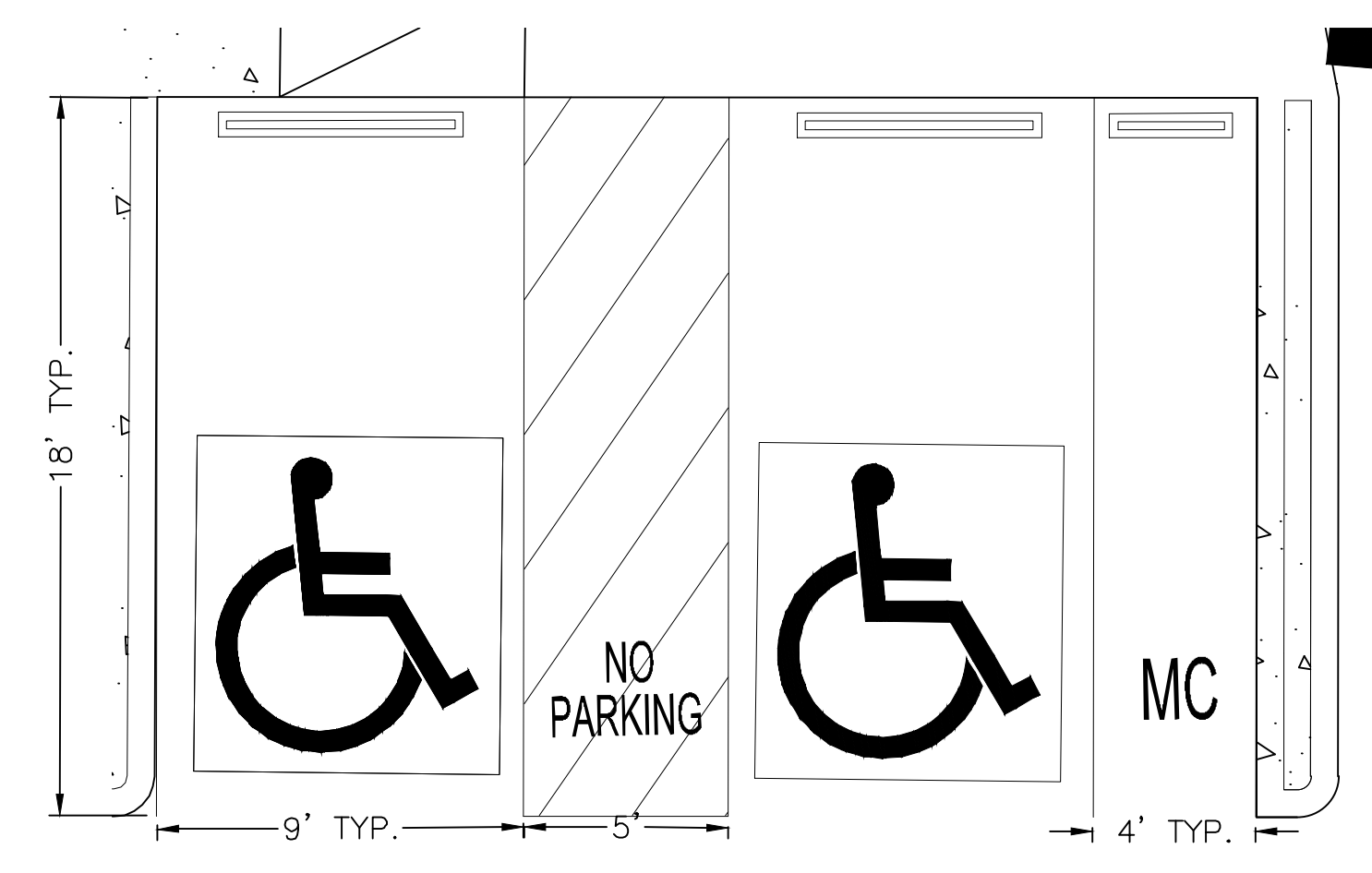
VICINITY MAP B14

LEGAL DESCRIPTION:
MM-1-B SEVEN-BAR RANCH (BEING A REPLAT OF TRACT MM-1 SEVEN-BAR RANCH) CONT 0.55 AC

SITE DATA

PROPOSED USAGE	RESTAURANT
LOT AREA	23,958 SF (0.55 ACRES)
ZONING	MX-X
PARKING REQUIRED	
8 SPACES/1,000 SQ.FT. GFA= 1,073 SF	
REQUIRED	8.6 SPACES
PARKING PROVIDED	9 SPACES
HC PARKING REQUIRED	1 SPACES
HC PARKING PROVIDED	2 SPACES
MC PARKING REQUIRED	1 SPACES
MC PARKING PROVIDED	1 SPACES
TOTAL	12 SPACES
BICYCLE SPACES REQUIRED	2 SPACES
BICYCLE SPACES PROVIDED	4 SPACES

CLEAR SIGHT TRIANGLE NOTE:
LANDSCAPING, SIGNAGE, WALLS, FENCES, TREES, AND SHRUBBERY BETWEEN 3 FEET AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) ARE NOT ALLOWED WITHIN THE CLEAR SIGHT TRIANGLE.



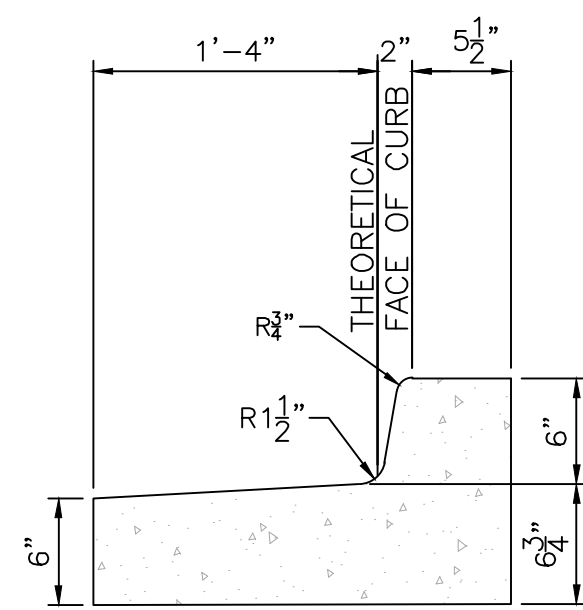
TYPICAL HANDICAP AND MOTORCYCLE PARKING
NTS

CAUTION
ALL EXISTING UTILITIES SHOWN WERE OBTAINED FROM RESEARCH, AS-BUILTS, SURVEYS OR INFORMATION PROVIDED BY OTHERS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO AND INCLUDING ANY EXCAVATION, TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS, PRIOR TO STARTING THE WORK. ANY CHANGES FROM THIS PLAN SHALL BE COORDINATED WITH AND APPROVED BY THE ENGINEER.

- GENERAL NOTES - SITE PLANS:**
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING THIS WORK. IN CASE OF ANY DISCREPANCIES, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY AND WORK SHALL NOT COMMENCE WITHOUT APPROVAL FROM THE ARCHITECT.
 - WRITTEN DIMENSIONS OF DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE BUILDING SITE, AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
 - GC AND LIGHTING CONTRACTOR TO ENSURE SITE LIGHTING FIXTURE HEADS HAVE THE CORRECT ORIENTATION. REFER TO PHOTOMETRIC DRAWINGS FOR HEAD PLACEMENT.
 - GC TO COORDINATE SITE SECURITY LAYOUT AND CONDUIT SIZE & LOCATION WITH THE OWNER.
 - GC TO ENSURE PAVING AT ALL EXITS SHALL NOT EXCEED A 2% MAX SLOPE IN ALL DIRECTIONS.
 - PAVING SHALL BE LOWER THAN THE BUILDING SLAB BY THE FOLLOWING AMOUNTS UNO:
 - 1/2" @ ALL EXIT DOORS
 - 1/2" @ ALL SHOWROOM GLAZING LOCATIONS
 - 1 1/2" @ OVERHEAD DOORS
 - 1 1/2" @ PRE-FAB METAL WALL PANELS
 - PARKING LOT SHALL BE ASPHALT PAVING
 - ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH NEW SIDEWALK AND CURB & GUTTER

- NOTICE TO CONTRACTORS**
- AN EXCAVATION/CONSTRUCTION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY. AN APPROVED COPY OF THESE PLANS MUST BE SUBMITTED AT THE TIME OF APPLICATION FOR THIS PERMIT.
 - ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED, EXCEPT AS OTHERWISE STATED OR PROVIDED HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF ALBUQUERQUE INTERIM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1985.
 - TWO WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT LINE LOCATING SERVICE, 260-1990 (OR DIAL 811 LOCALLY), FOR LOCATION OF EXISTING UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL CONSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
 - BACK FILL COMPACTION SHALL BE ACCORDING TO RESIDENTIAL STREET USE.
 - MAINTENANCE OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED.

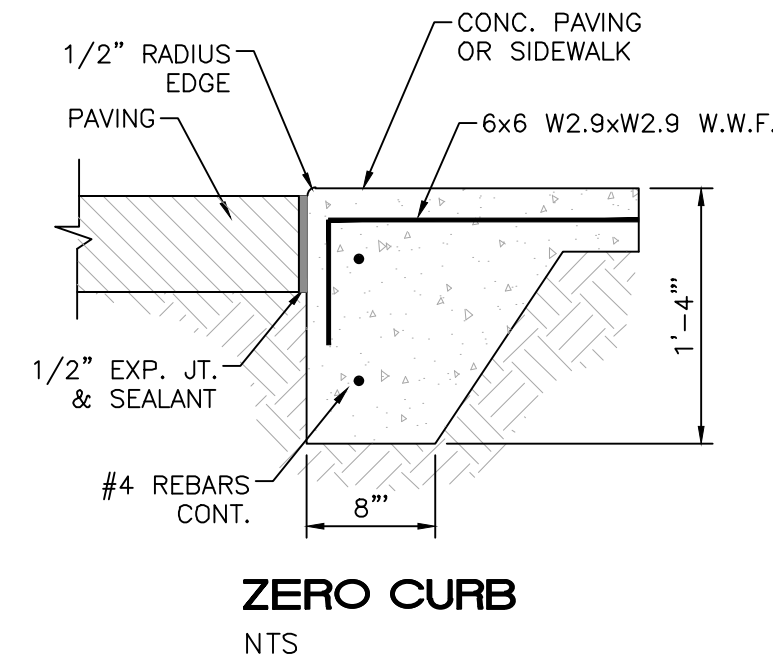
	FIIZ DRINKS ALBUQUERQUE, NM	DRAWN BY JL
	TRAFFIC CONTROL LAYOUT	DATE 7-14-22
	TIERRA WEST, LLC 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrawestllc.com	DRAWING
RONALD R. BOHANNAN P.E. #7868		SHEET # TCL-1
		JOB # 2022048



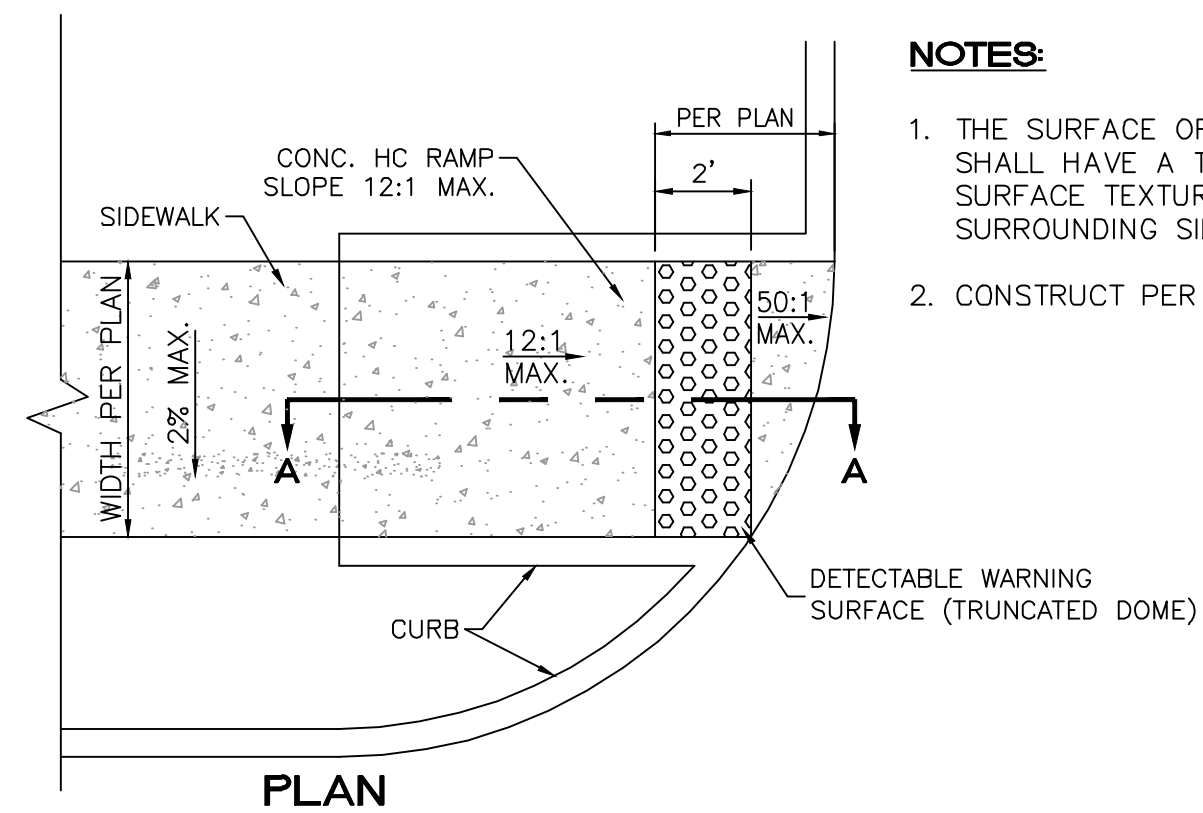
CURB GENERAL NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, PER WAL-MART SPECIFICATIONS.
2. PROVIDE CONTRACTION JTS. 12' MAX., SPACING, 1/2" EXP. JTS. AT CURB RETURNS AND AT A MAX. SPACING OF 120' BETWEEN CURB RETURNS AND EACH SIDE OF SEPARATELY CONSTRUCTED DRIVEWAYS. CONTRACTION JTS. SHALL BE EITHER SAWED OR TOOLED A MINIMUM OF 1" DEEP AT FINISHED FACES.
3. ALL EDGES SHALL BE EDGED WITH A 3/8" RADIUS EDGING TOOL.
4. 1/4" ISOLATION JOINT SHALL BE PROVIDED BETWEEN SIDEWALK AND CURB WHEN CAST ADJACENT TO EACH OTHER.

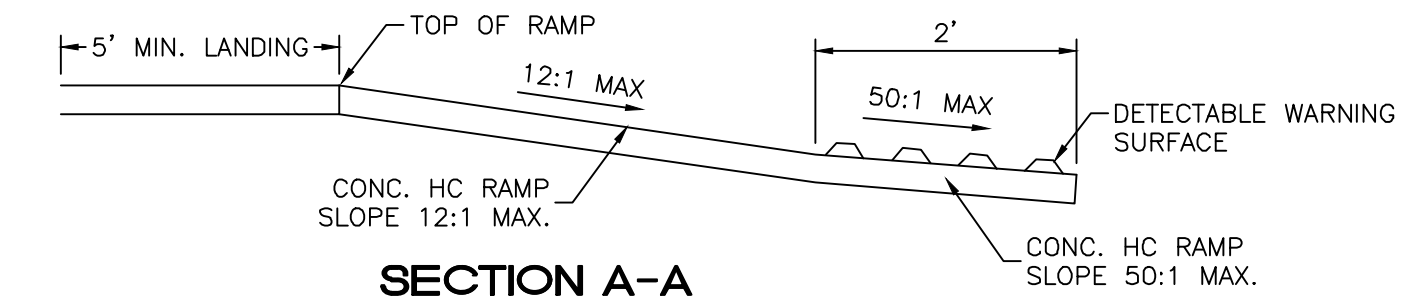
STANDARD CURB / GUTTER
NTS
COA STD DWG 2415A



ZERO CURB
NTS



PLAN



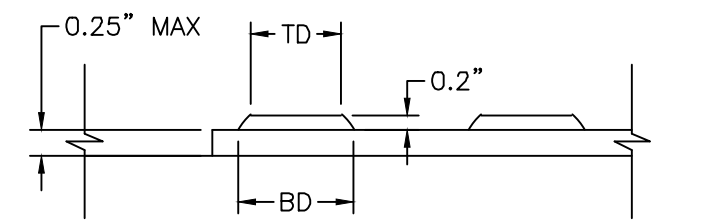
SECTION A-A

UNIDIRECTIONAL HC RAMP

NTS
COA STD DWG 2443

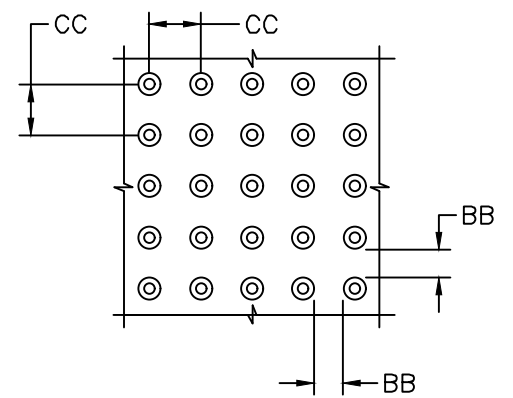
NOTES:

1. THE SURFACE OF RAMP AND SIDES SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.
2. CONSTRUCT PER A.D.A. STANDARDS.



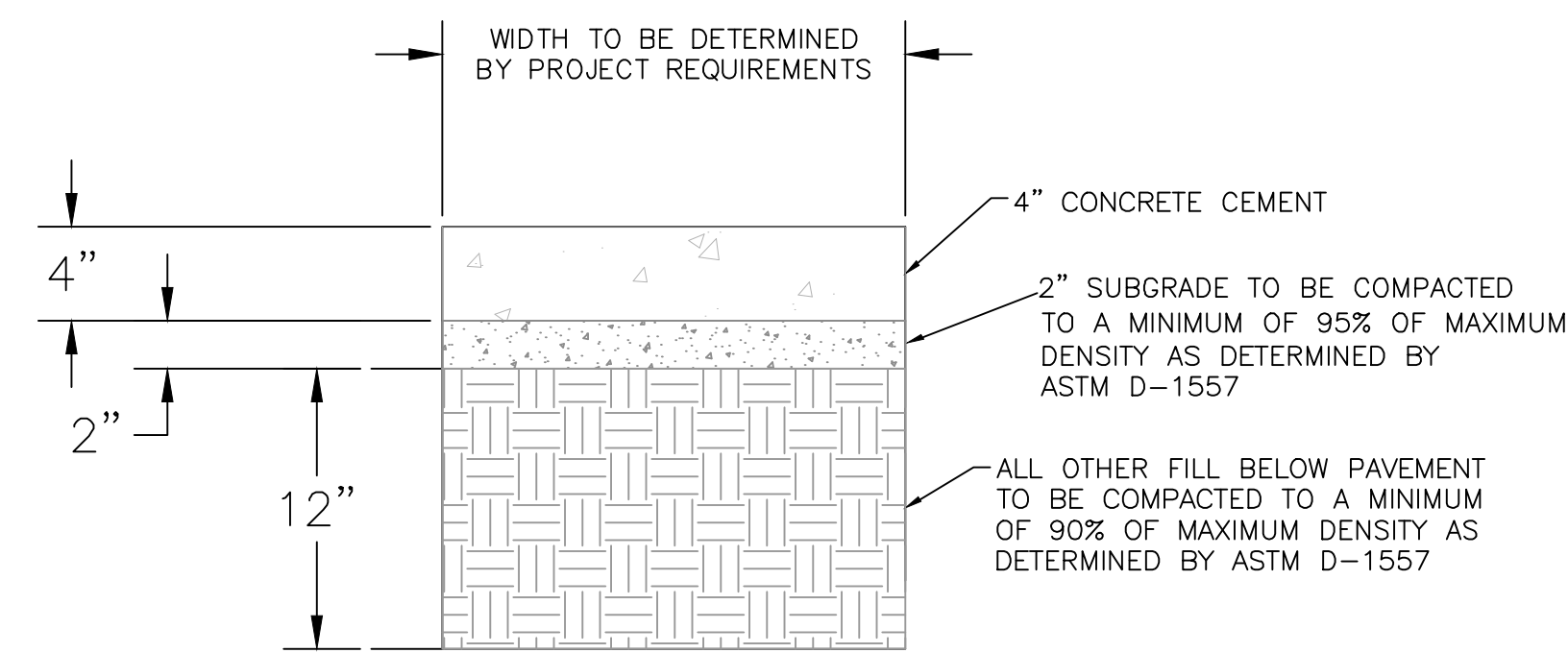
DOME SECTION

BD - BASE DIAMETER 0.9" MIN
TD - TOP DIAMETER 50% OF BD MIN TO 65% OF BD MAX



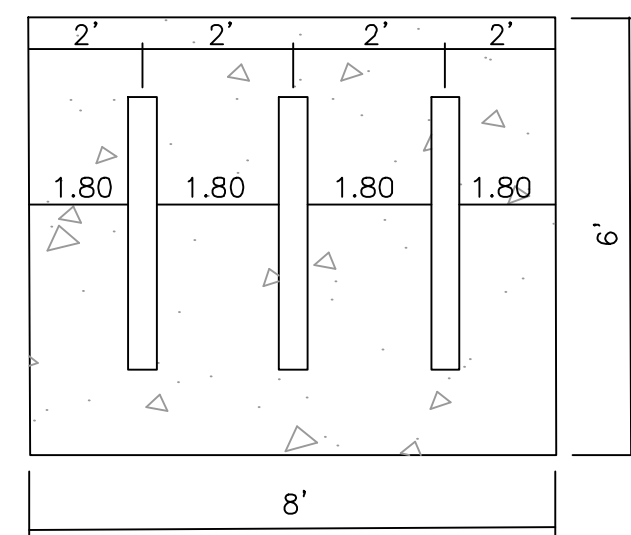
DOME SPACING

CC - CENTER TO CENTER SPACING 2.35"
BB - BASE TO BASE SPACING 1.48" MIN

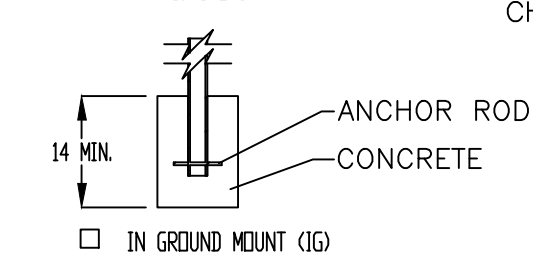
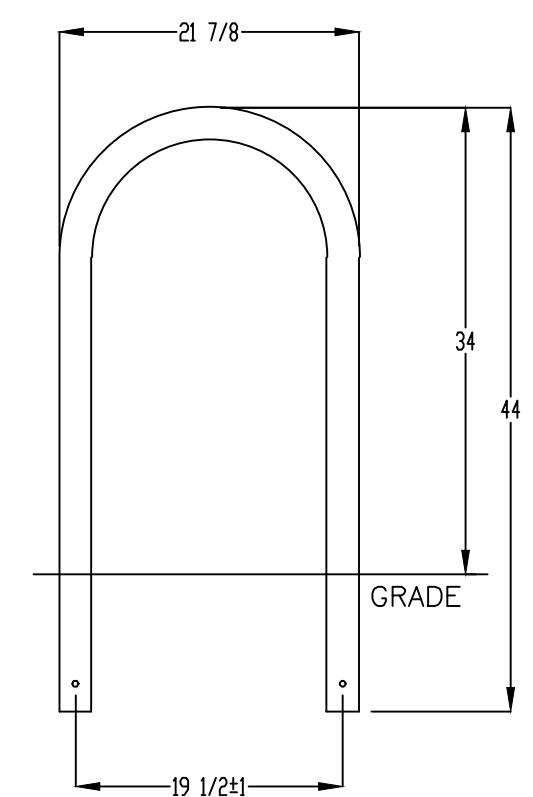


CONCRETE SIDEWALK SECTION

NTS
COA STD DWG 2430



PLAN VIEW

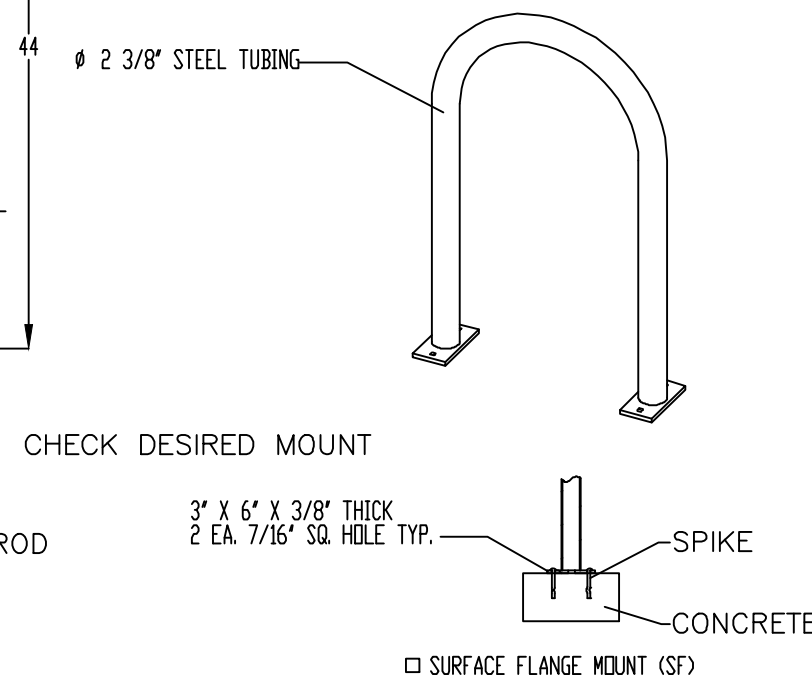


PRODUCT: L238-1G(S)
DESCRIPTION: BIKE RACK
DATE: 10-4-18
ENG: SNC

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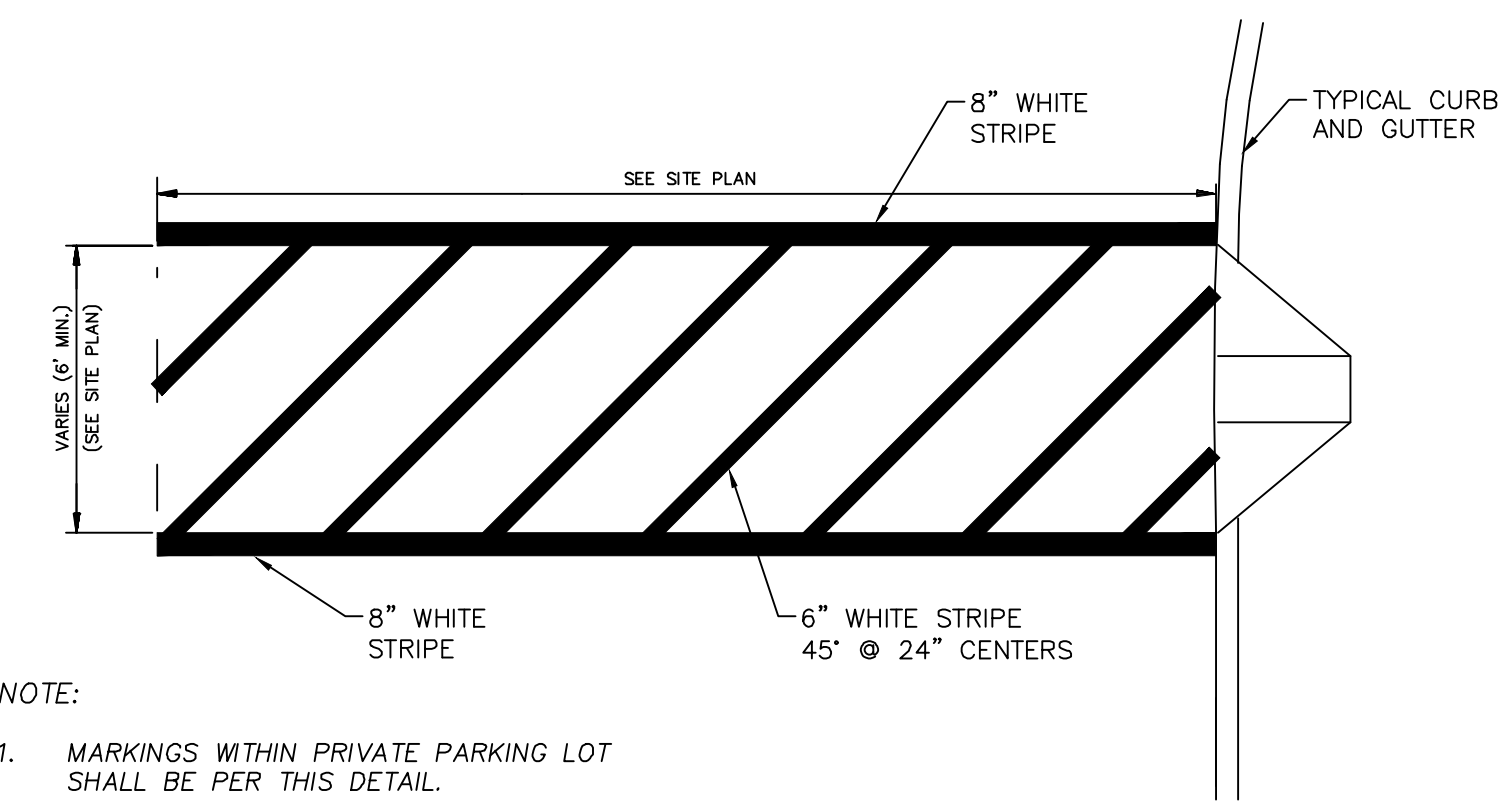
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MARAX DIVISION
GRABER MANUFACTURING, INC.
1000 UNIK DRIVE
VAN HORN, WI 53597
P(800) 448-7931, P(608) 849-1080, F(608) 849-1081
WWW.MARAX.COM, E-MAIL: SALES@MARAX.COM



- NOTES:**
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 2. CONSULTANT TO SELECT COLOR FINISH. SEE MANUFACTURER'S SPECIFICATIONS.
 3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.
 4. BIKE RACK SHALL HAVE A 1-FOOT CLEAR ZONE ALL AROUND.
 5. EACH BIKE RACK SPACE SHALL BE AT LEAST 6 FEET LONG AND 2 FEET WIDE.
 6. A 1-FOOT CLEAR ZONE AROUND THE BICYCLE PARKING TALL SHALL BE PROVIDED.

BIKE RACK DETAIL
SCALE: NTS



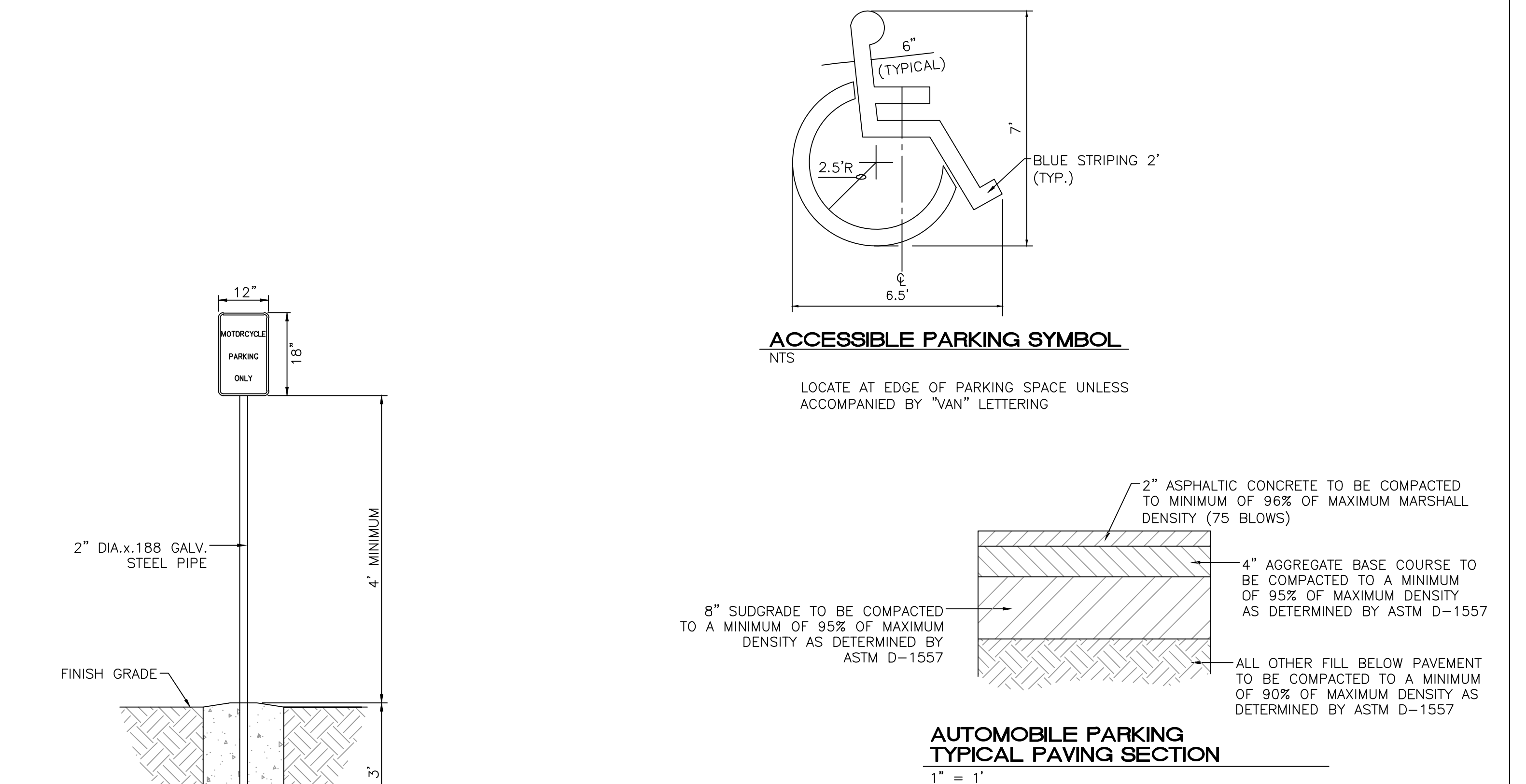
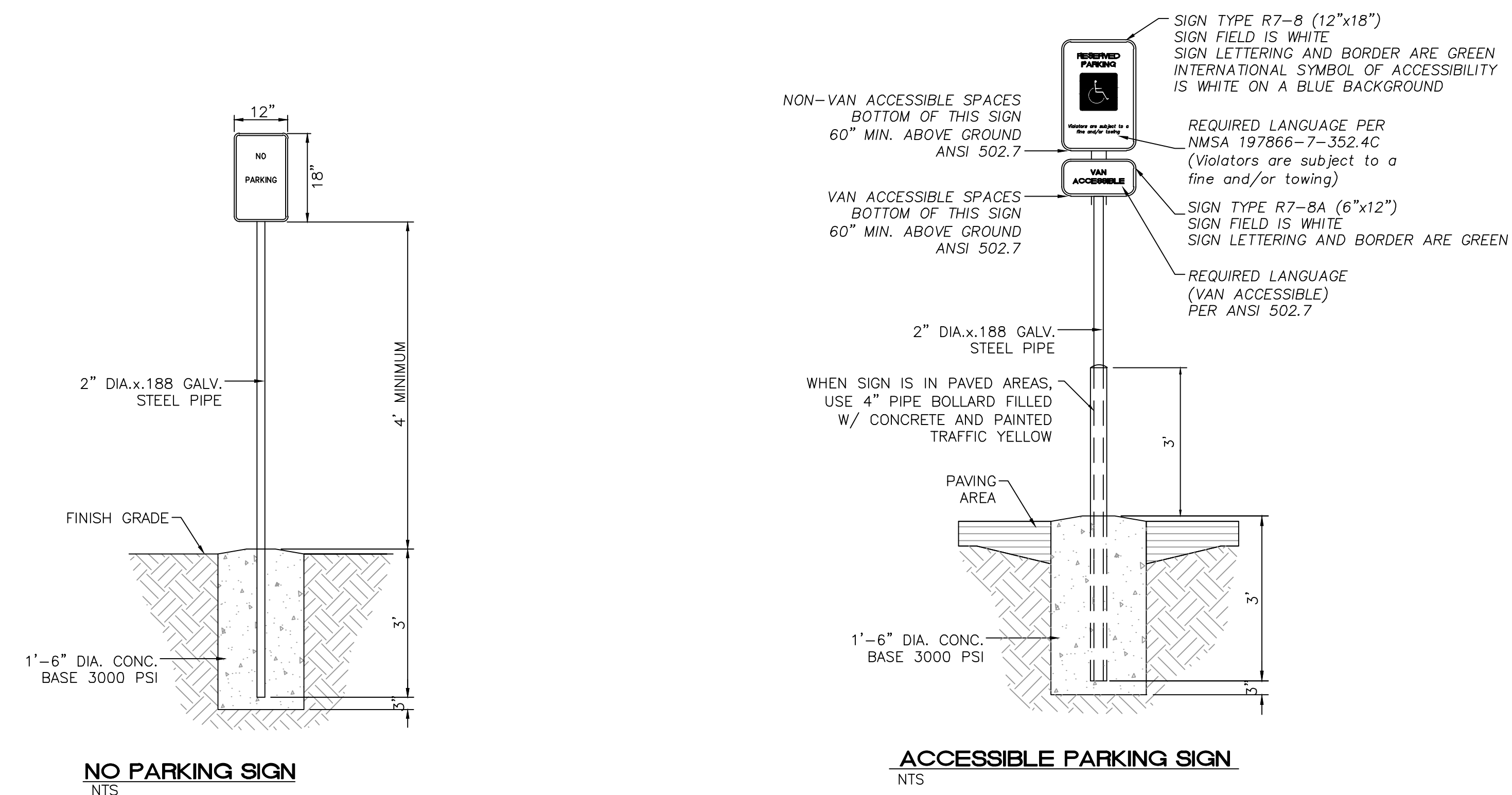
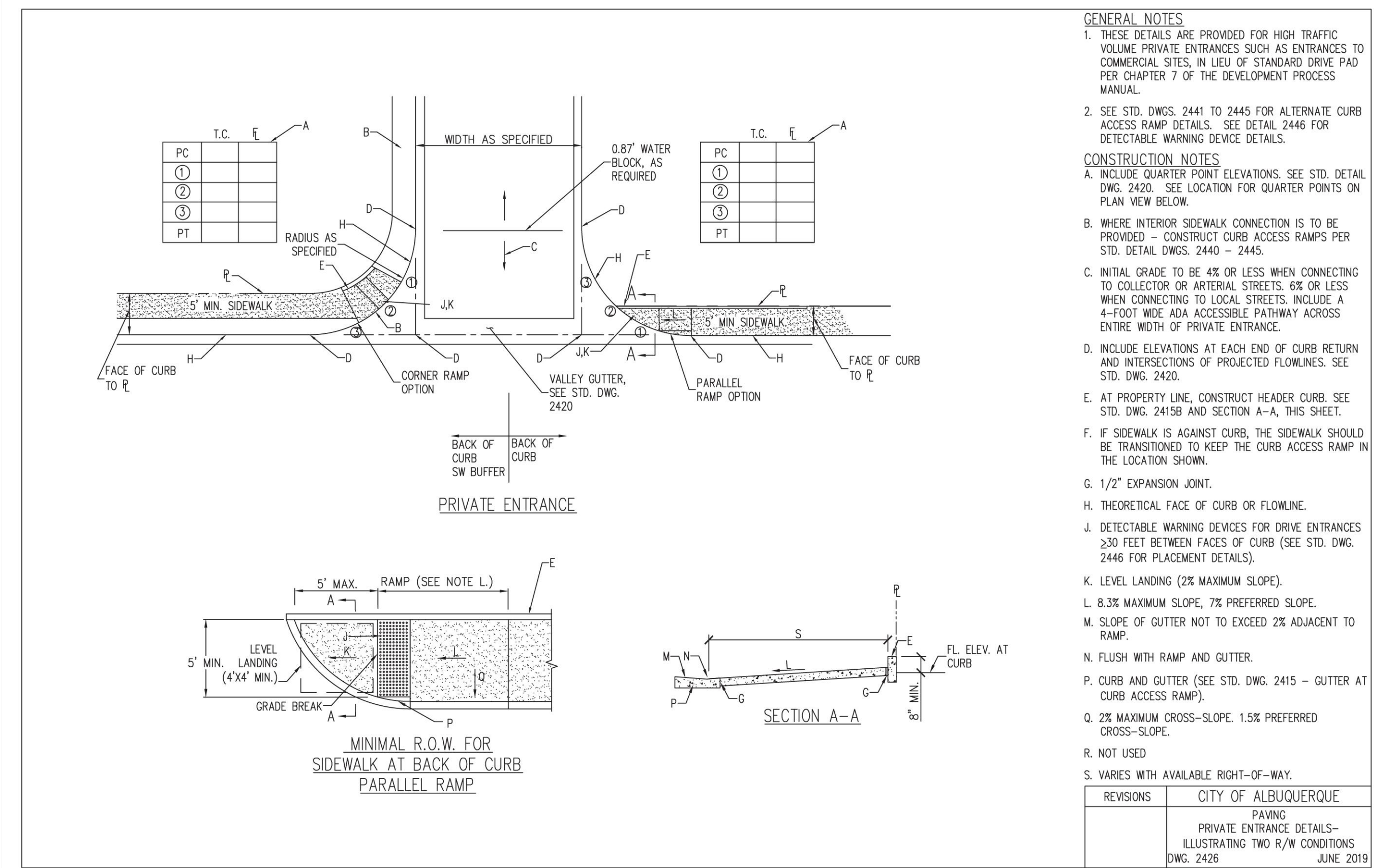
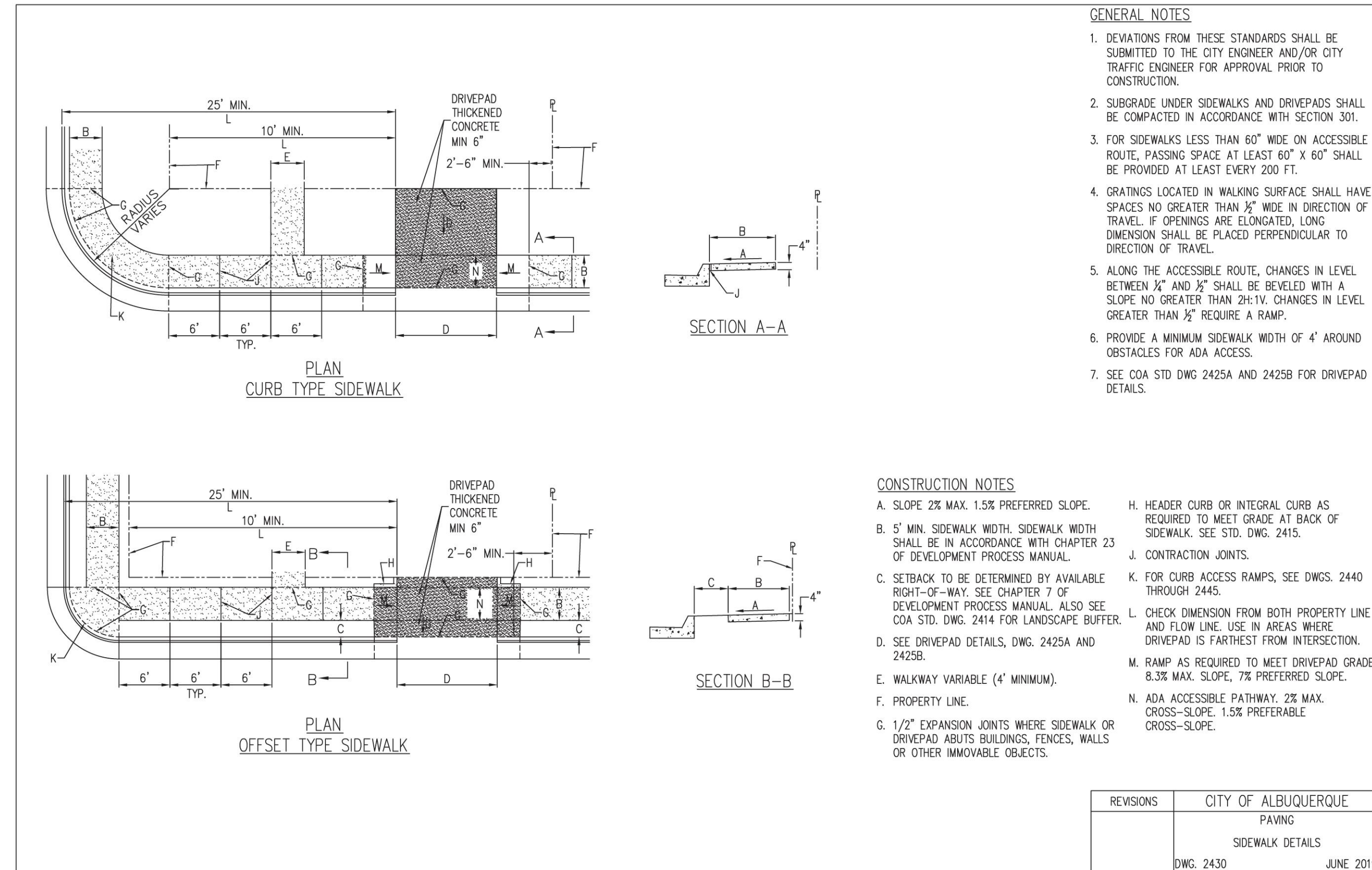
NOTE:

1. MARKINGS WITHIN PRIVATE PARKING LOT SHALL BE PER THIS DETAIL.
2. THESE MARKINGS ARE TO BE PAINTED REFLECTIVE WHITE.

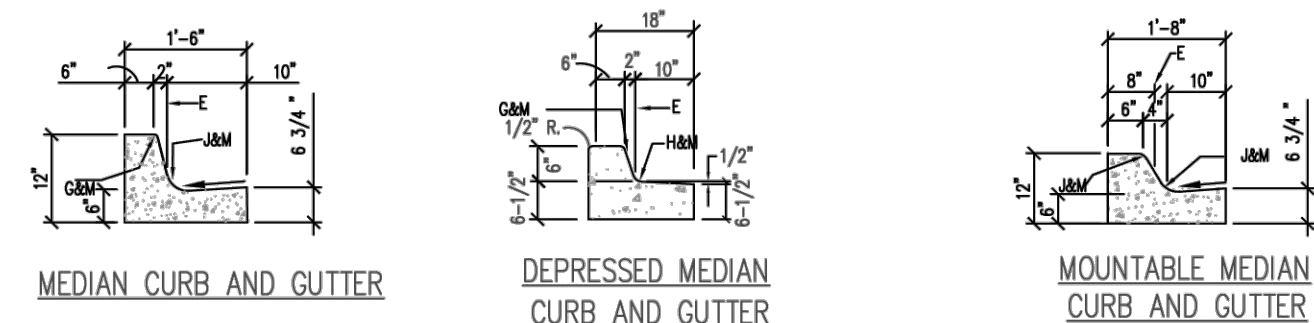
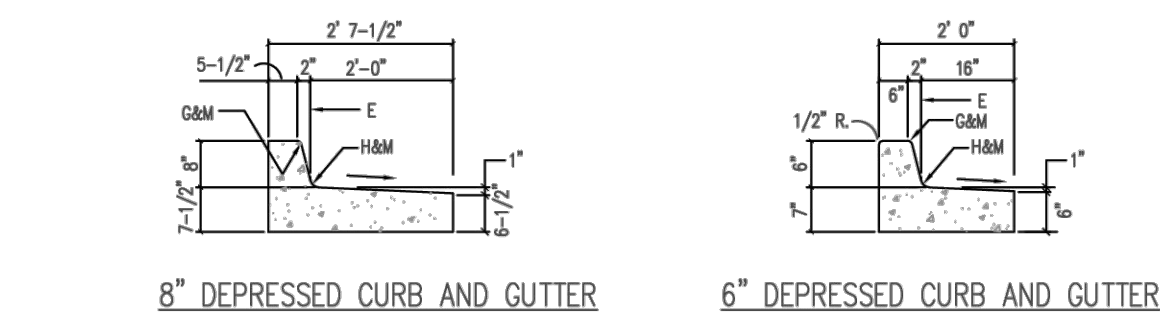
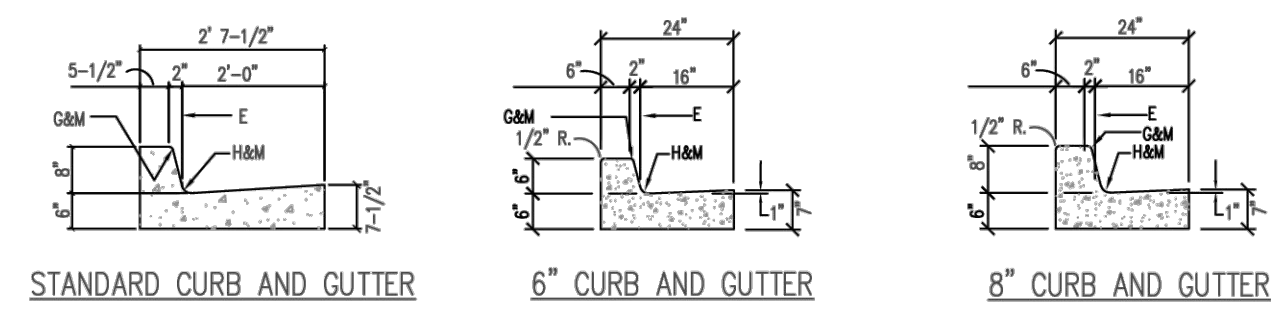
CROSSWALK/PED. CROSSING

NTS

ENGINEER'S SEAL	FIIZ DRINKS ALBUQUERQUE, NM	DRAWN BY JL
		DATE 7-14-22
	DETAILS	
		SHEET #
5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrawestllc.com		DET-1
RONALD R. BOHANNAN P.E. #7868	10/19/2022	JOB # 2022048



ENGINEER'S SEAL	FIIZ DRINKS ALBUQUERQUE, NM DETAILS	DRAWN BY JL
		DATE 7-14-22
	 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrowestllc.com	DRAWING
RONALD R. BOHANNAN P.E. #7868		SHEET # DET-2
10/19/2022		JOB # 2022048



GENERAL NOTES

- CURB, GUTTER AND CUT-OFF WALL SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE (PCC).
- FOR STANDARD AND MEDIAN C & G ADJACENT TO ASPHALT CONCRETE (AC) PAVEMENT, PROVIDE CONTRACTION JOINTS AT 12' MAX SPACING. CONTRACTION JOINTS SHALL BE EITHER SAWS OR TOOLED A MINIMUM OF 1" DEEP AT FINISHED FACES. 1/2" EXPANSION JOINTS TO BE INSTALLED AT CURB RETURNS AND AT A MAXIMUM SPACING OF 200' BETWEEN CURB RETURNS AND SEPARATELY CONSTRUCTED DRIVEWAYS.
- FOR ALL OTHER C & G AND CUT-OFF WALL PROVIDE CONTRACTION JOINTS AT 10' MAX SPACING, 1/2" EXPANSION JOINTS AT CURB RETURNS & AT A MAXIMUM SPACING OF 100' BETWEEN CURB RETURNS & EACH SIDE OF SEPARATELY CONSTRUCTED DRIVEWAYS. CONTRACTION JOINTS SHALL BE EITHER SAWS OR TOOLED A MINIMUM OF 1" DEEP AT ALL FINISHED FACES. REINFORCEMENT SHALL NOT BE USED IN CUT-OFF WALLS.
- FOR C & G CONSTRUCTED WITH PCC PAVEMENT, CONTRACTION JOINTS AND EXPANSION JOINTS SHALL BE THE SAME AS THE PAVEMENT JOINTS.
- ALL EDGES SHALL BE EDGED WITH A 3/8" RADIUS EDGING TOOL.
- REMOVE & REPLACE PAVEMENT IF NEEDED ADJACENT TO 1/2" OF CUTTER WHEN CONSTRUCTING C & G ADJACENT TO EXISTING AC PAVEMENT.
- 1/4" ISOLATION JOINT SHALL BE PLACED BETWEEN SIDEWALK AND C & G WHEN CAST ADJACENT TO EACH OTHER.
- ADA = AMERICANS WITH DISABILITY ACT.

CONSTRUCTION NOTES

SEE COA DRAWING 2415B

REVISIONS	CITY OF ALBUQUERQUE
	PAVING CURB AND GUTTER AND CURB CUT DETAILS
DWG. 2415A	FEBRUARY 2021

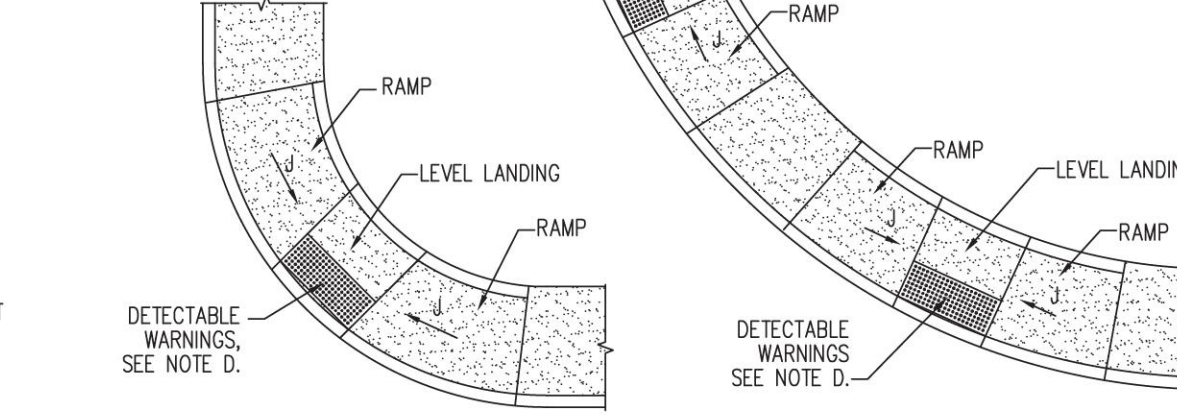
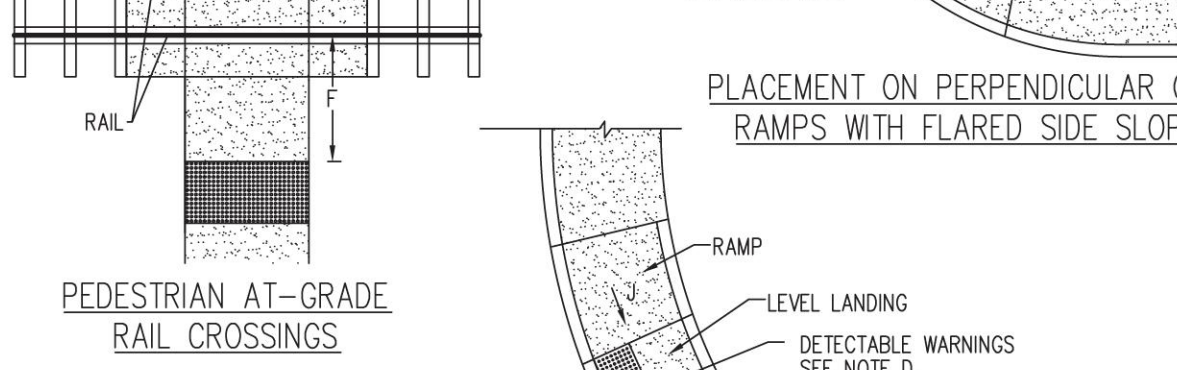
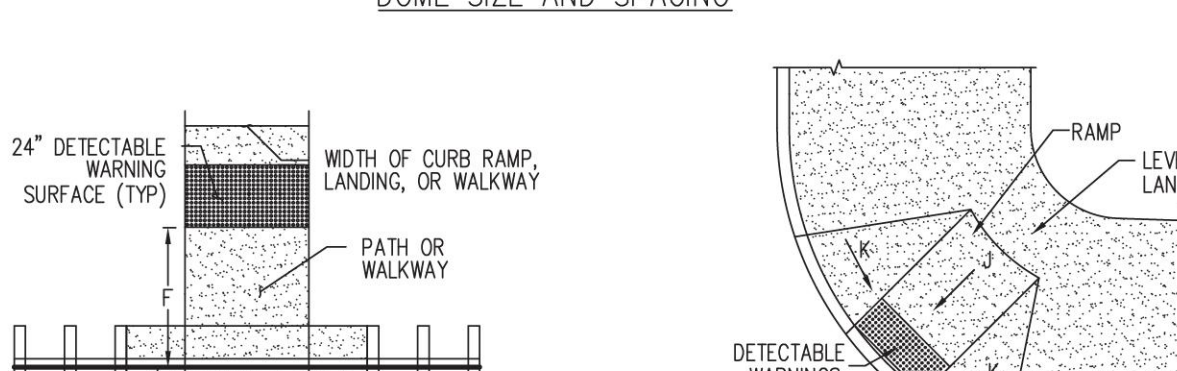
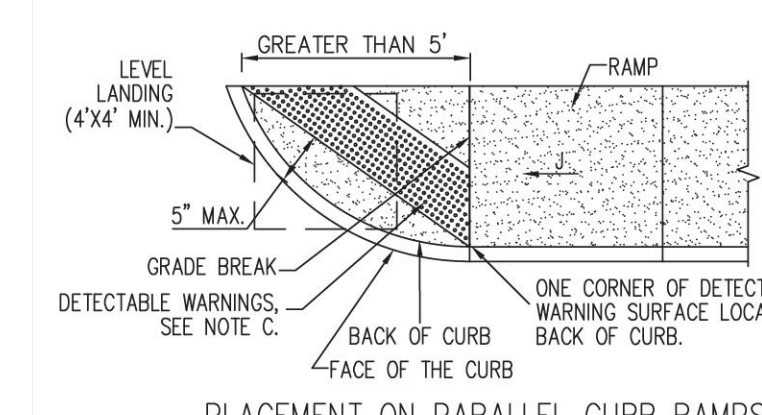
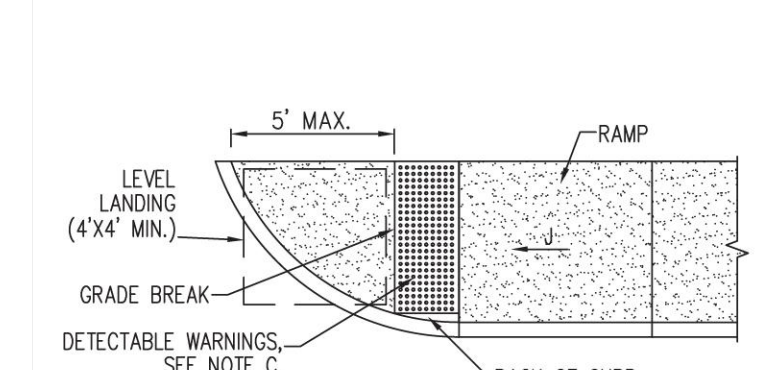
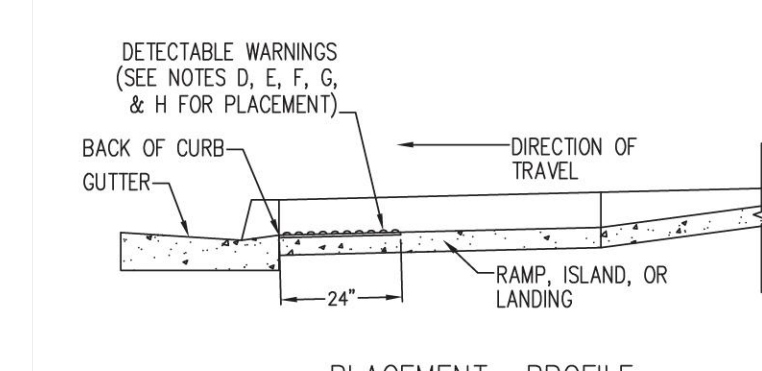
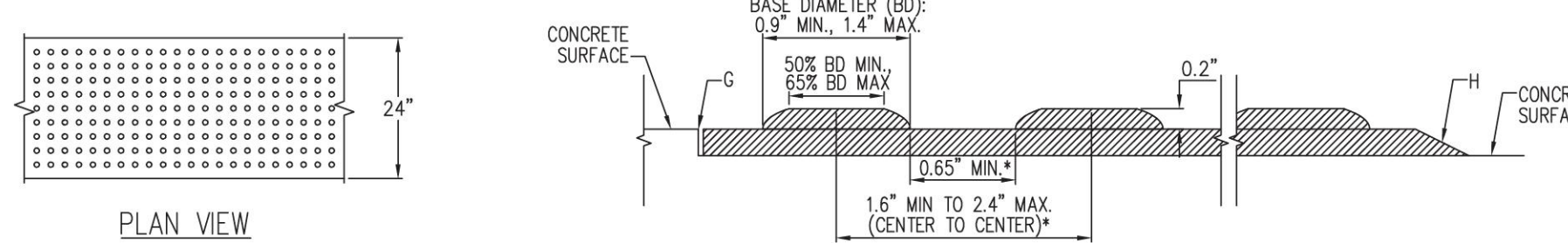
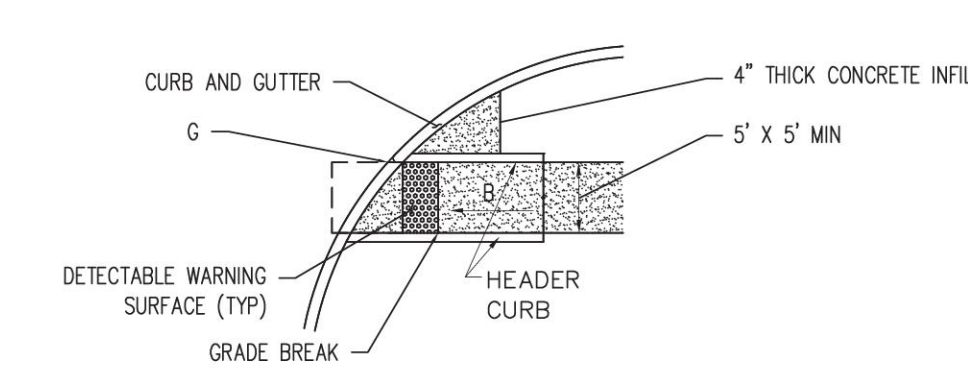
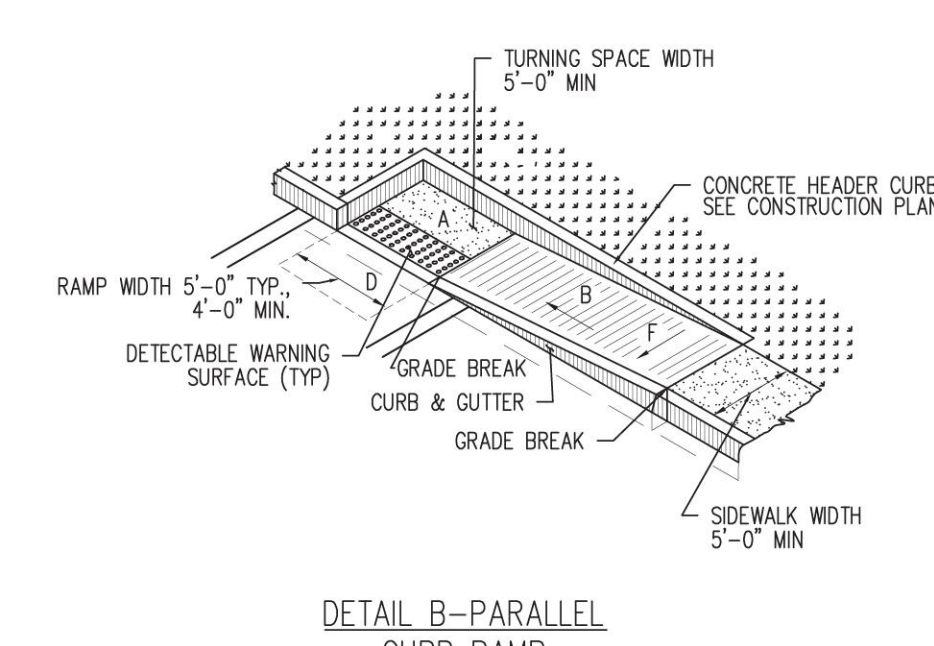
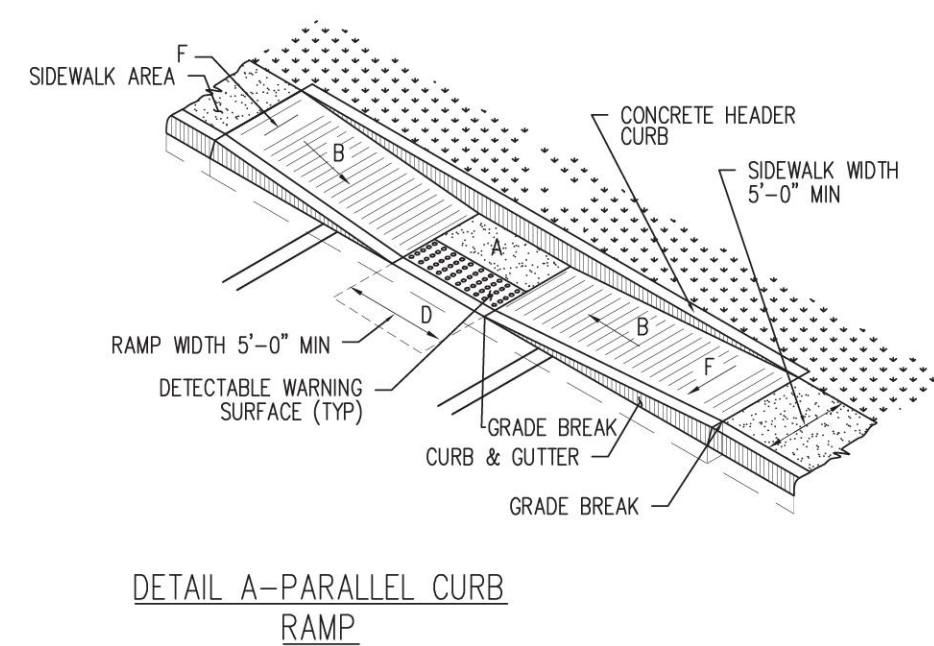
GENERAL NOTES

- RUNNING SLOPE OF A CURB RAMP SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET TO AVOID CHANGING THE SLOPE INSTANTLY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15-FOOT MAXIMUM LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE EXTENDED AS FLAT AS THE MAXIMUM EXTENT AS FEASIBLE.
- SEE COA STD. DWG. 2446 FOR DETECTABLE WARNING DEVICE DETAILS.

CONSTRUCTION NOTES

- TURNING SPACE SHALL HAVE MAXIMUM CROSS-SLOPE AND LONGITUDINAL SLOPE OF 2.0% (PREFERRED SLOPE OF 1.5%). TURNING SPACE SHALL BE 5.0 FT BY 5.0 FT AT THE TOP OF THE CURB RAMP.
- 8.3% MAX. SLOPE OF RAMP, 7% PREFERRED SLOPE OF RAMP.
- GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACE. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
- COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, RUN OR TURNING SPACE SHALL BE 5% MAX.
- FLARED SIDES ARE TO HAVE A SLOPE OF 10% MAX. MEASURED PARALLEL TO THE BACK OF THE CURB.
- 2% MAXIMUM CROSS-SLOPE. 1.5% PREFERRED CROSS-SLOPE.
- FILLET SHARP CURVES EXPOSED TO TRAFFIC TO 6" MINIMUM RADIUS.

REVISIONS	CITY OF ALBUQUERQUE
	PAVING PARALLEL AND DIAGONAL CURB RAMP
DWG. 2443	JUNE 2019



GENERAL NOTES

- PROVIDE DETECTABLE WARNINGS ON ANY CURB RAMP OR LANDING WHERE THE ACCESSIBLE ROUTE CROSSES A PUBLIC STREET. DETECTABLE WARNINGS ARE NOT REQUIRED AT DRIVEWAYS UNLESS THE DRIVEWAY IS PROVIDED WITH TRAFFIC CONTROL DEVICES OR IS PERMITTED TO OPERATE LIKE A PUBLIC STREET AS DETERMINED BY THE CITY ENGINEER.
 - SELECT A DETECTABLE WARNING SURFACE THAT CONTRASTS VISUALLY (LIGHT-ON-DARK OR DARK-ON-LIGHT) WITH ADJACENT SURFACES.
 - IN NEW CONSTRUCTION, INSTALL CAST-IN-PLACE REPLACEABLE DETECTABLE WARNING PLATES, PANELS, BLES, OR PAVES. IN RETROFITS, INSTALL SURFACE-APPLIED DETECTABLE WARNING PANELS WITH BEVELED EDGES. SURFACE APPLIED PANELS SHALL BE MECHANICALLY ANCHORED.
- CONSTRUCTION NOTES**
- INSTALL DETECTABLE WARNING SURFACE SO THAT IT EXTENDS 24" IN THE DIRECTION OF TRAVEL FOR THE FULL WIDTH (NOT INCLUDING SIDE FLARES) OF THE RAMP OR LANDING.
 - PLACE DETECTABLE WARNINGS SO THAT THE ROWS OF TRUNCATED DOMES ARE ALIGNED PERPENDICULAR TO THE GRADE BREAK BETWEEN THE RAMP OR LANDING AND THE ROADWAY.
 - ON PARALLEL CURB RAMPS, PLACE DETECTABLE WARNINGS ON THE RAMP SURFACE AT THE GRADE BREAK IF GRADE BREAK IS WITHIN 5' FROM BACK OF CURB. IF THE GRADE BREAK IS GREATER THAN 5' FROM BACK OF CURB, PLACE DETECTABLE WARNINGS AT A DIAGONAL USING A MAXIMUM DISTANCE OF 5' FROM FACE OF CURB.
 - ON PERPENDICULAR CURB RAMPS, PLACE DETECTABLE WARNINGS AT THE BACK OF CURB.
 - ON CUT-THROUGH ISLANDS, PLACE DETECTABLE WARNINGS IN LINE WITH THE BACK OF CURB IF DETECTABLE WARNING SURFACES ON THE ENTRANCE AND EXIT SIDES OF THE ISLAND CAN BE SEPARATED BY 2' MIN. OF WALKWAY. IF NECESSARY TO ACHIEVE 2' MIN. SEPARATION, PLACE DETECTABLE WARNINGS IN LINE WITH THE FACE OF CURB. IF THE ISLAND HAS NO CURB, PLACE DETECTABLE WARNINGS AT THE EDGE OF ROADWAY. SEE COA STD. DWG. 2445.
 - PLACE DETECTABLE WARNINGS AT RAIL CROSSINGS SO THAT THE EDGE NEAREST THE RAIL IS 6' TO 15' FROM THE CENTERLINE OF THE NEAREST RAIL. ALIGN ROWS OF TRUNCATED DOMES PARALLEL TO THE DIRECTION OF TRAVEL.
 - RECESS OR CAST-IN DETECTABLE WARNINGS SO THAT THE SURFACE TO WHICH THE TRUNCATED DOMES ARE ATTACHED IS FLUSH WITH THE ADJACENT CONCRETE.
 - IN RETROFITS, DETECTABLE WARNING MAT MAY BE MECHANICALLY ANCHORED TO THE SURFACE OF THE CONCRETE IF THE MAT EDGE IS BEVELED WITH A MAXIMUM SLOPE OF 2%.
 - 8.3% MAX. SLOPE, 7% PREFERRED SLOPE.
 - SIDE FLARED SLOPES.

REVISIONS	CITY OF ALBUQUERQUE
	PAVING DETECTABLE WARNINGS
DWG. 2446	JUNE 2019

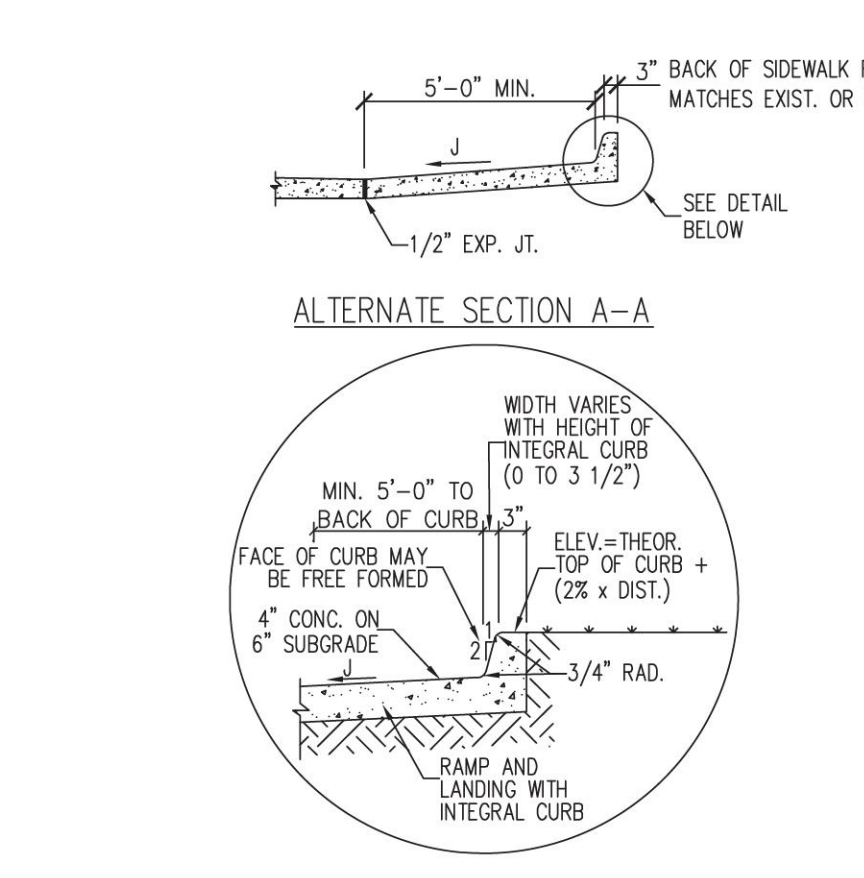
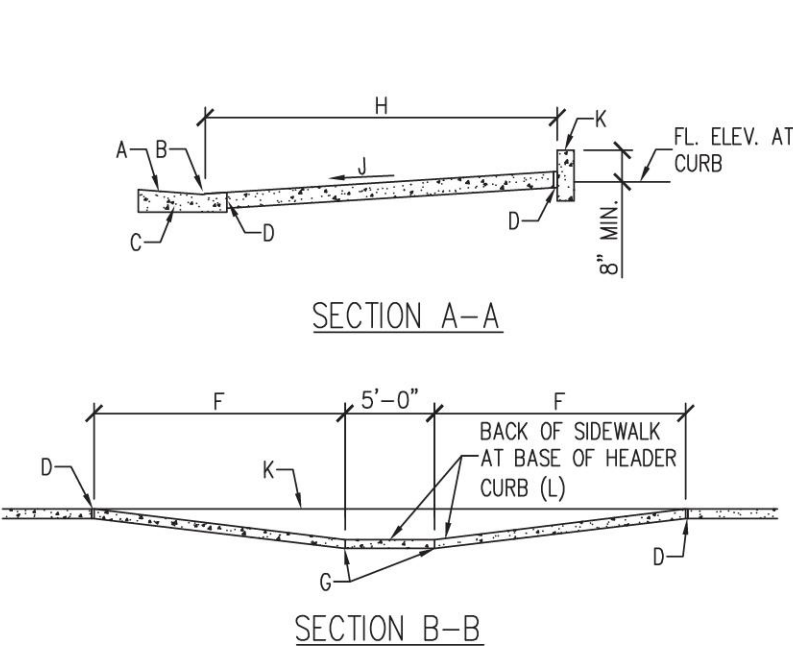
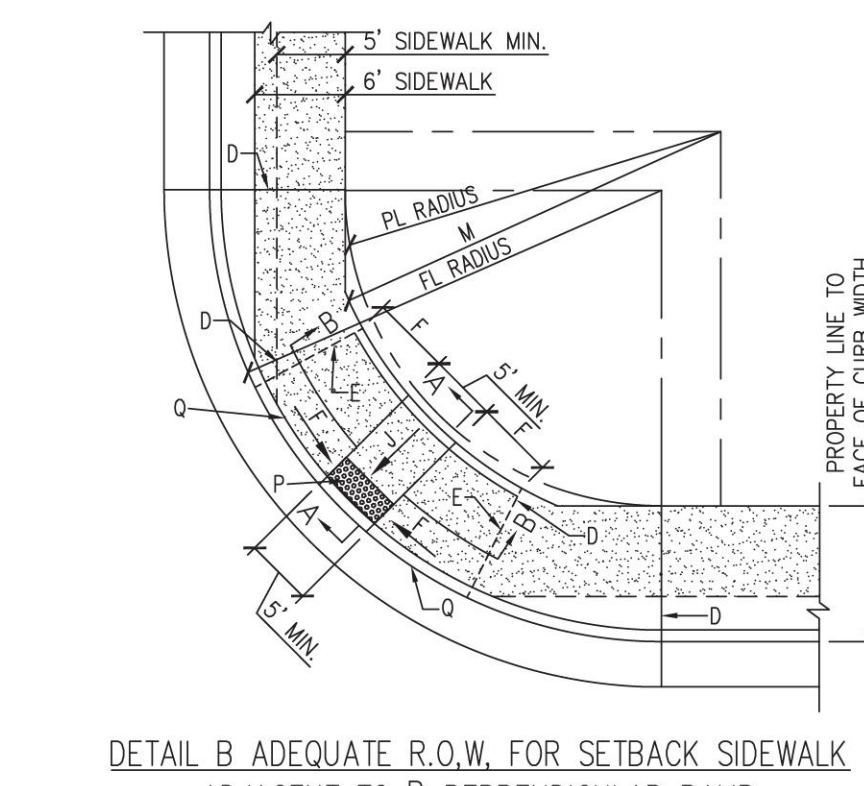
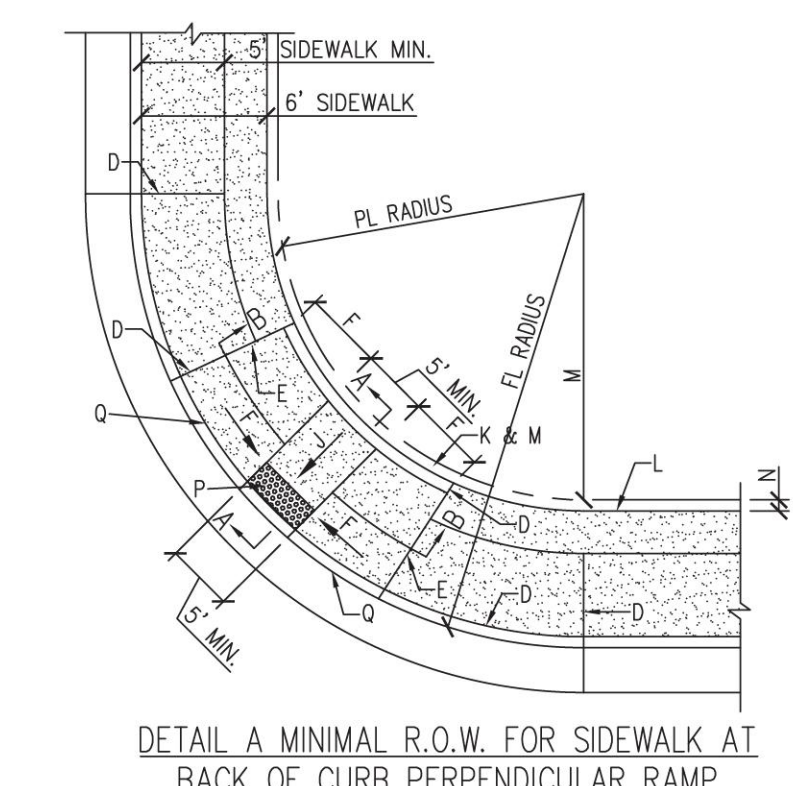
GENERAL NOTES

- CURB ACCESS RAMPS ARE NORMALLY TO BE LOCATED AT THE CENTER OF THE RETURN OR AS DIRECTED BY THE CITY TRAFFIC ENGINEER.
- WHEN MODIFYING ONE QUADRANT OF AN INTERSECTION TO IMPROVE ACCESSIBILITY, MODIFY THE REMAINING QUADRANTS SO THAT ALL QUADRANTS OF THE INTERSECTION COMPLY WITH ADA (PROWAG) REGULATIONS AS SHOWN ON PLANS.
- SURFACE TEXTURE OF CURB ACCESS RAMPS SHALL BE OBTAINED BY HEAVY BROOMING (TEXTURE DEPTH .0625"), TRANSVERSE TO THE SLOPE OF THE RAMP.
- GUTTER FLOW-LINE PROFILE SHALL BE MAINTAINED THROUGHOUT THE AREA OF THE RAMP. DRAINAGE CATCH BASIN STRUCTURES SHALL NOT BE PLACED IN LINE WITH RAMPS.
- WIDTH OF SIDEWALK AND RAMP MUST BE MAINTAINED AT A MINIMUM OF 5'-0" THROUGH ENTIRE RAMP LENGTH.

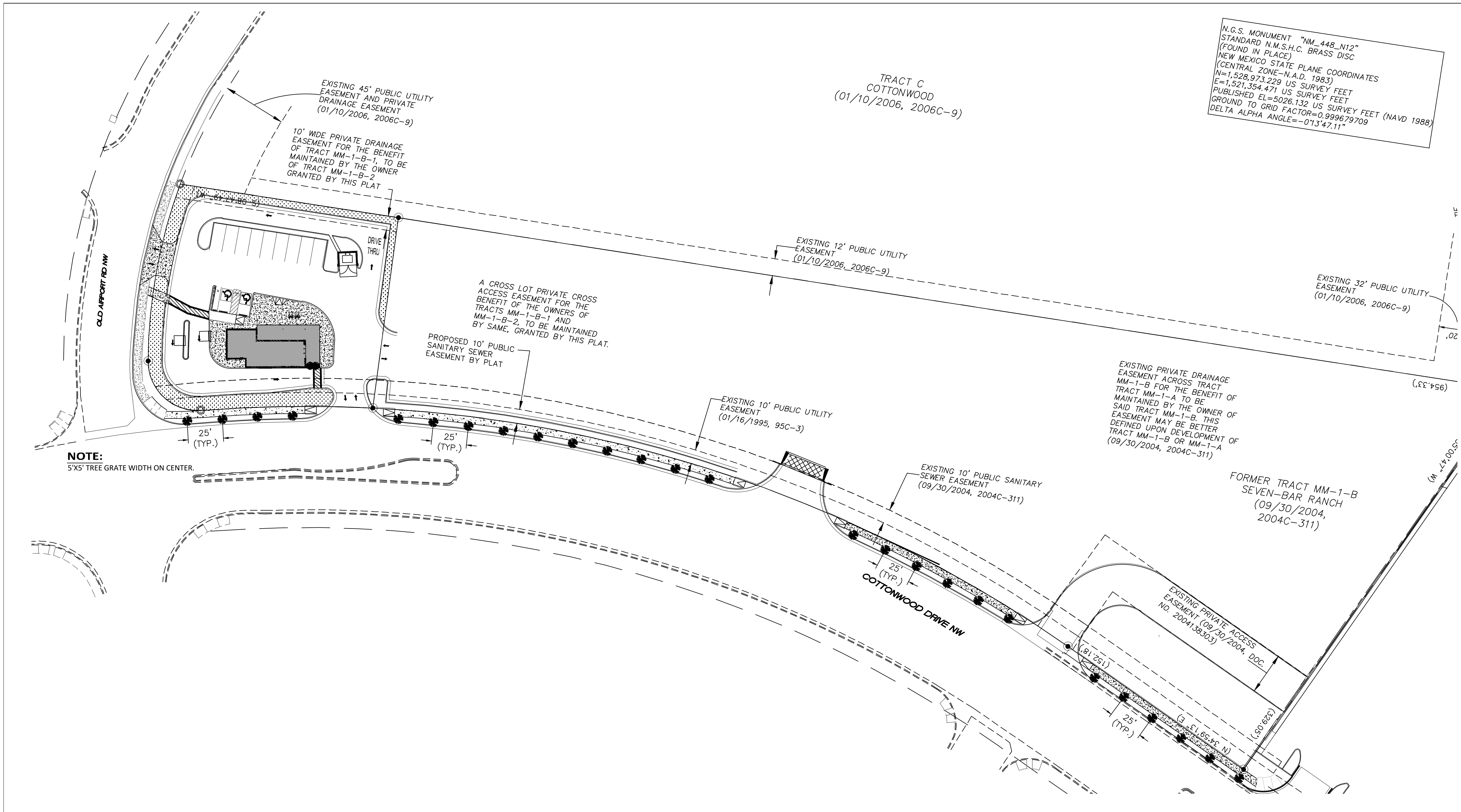
CONSTRUCTION NOTES

- SLOPE OF GUTTER NOT TO EXCEED 2% ADJACENT TO RAMP. 1.5% PREFERRED.
- FLUSH WITH RAMP AND GUTTER.
- CURB AND GUTTER (SEE STD. DWG. 2415 - GUTTER AT CURB ACCESS RAMP).
- 1/2" EXPANSION JOINT.
- RADIAL LINES - TOP AND BOTTOM OF RAMP.
- 8.3% MAX. SLOPE OF RAMP, 7% PREFERRED SLOPE OF RAMP.
- CONTRACTION JOINT.
- VARIABLES WITH AVAILABLE R.O.W.
- 2% MAXIMUM CROSS-SLOPE. 1.5% PREFERRED CROSS-SLOPE.
- HEADER CURB, SEE DWG. 2415C.
- BACK OF SIDEWALK.
- BACK OF SIDEWALK RADIUS TO BE ESTABLISHED SO AS TO MAINTAIN A 5'-0" RAMP WIDTH (MINIMUM) THROUGHOUT. SEE STD. DWG. 2440 (NOTE 6) IF LESS THAN 5'-0" IS AVAILABLE DUE TO UNSOLVABLE CONSTRAINTS.
- 4-1/2" MAX.
- DETECTABLE WARNINGS (SEE STD. DWG. 2446).
- CURB TO MATCH SLOPE OF SIDEWALK.

REVISIONS	CITY OF ALBUQUERQUE
	PAVING CORNER ACCESS RAMP
DWG. 2441	JUNE 2019



	FIIZ DRINKS ALBUQUERQUE, NM DETAILS	DRAWN BY JL DATE 7-14-22 DRAWING
		SHEET # DET-3
10/19/2022 RONALD R. BOHANNAN P.E. #7868	5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrowestllc.com	JOB # 2022048



N.G.S. MONUMENT "NM_448_N12"
STANDARD N.M.S.H.C. BRASS DISC
(FOUND IN PLACE)
NEW MEXICO STATE PLANE COORDINATES
(CENTRAL ZONE-N.A.D. 1983)
N=1,528,973.229 US SURVEY FEET
E=1,521,354.471 US SURVEY FEET
PUBLISHED EL=5026.132 US SURVEY FEET (NAVD 1988)
GROUND TO GRID FACTOR=0.999679709
DELTA ALPHA ANGLE=-013'47.11"

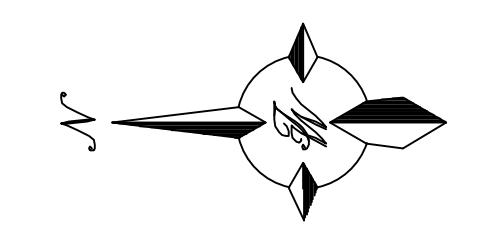


VICINITY MAP B14

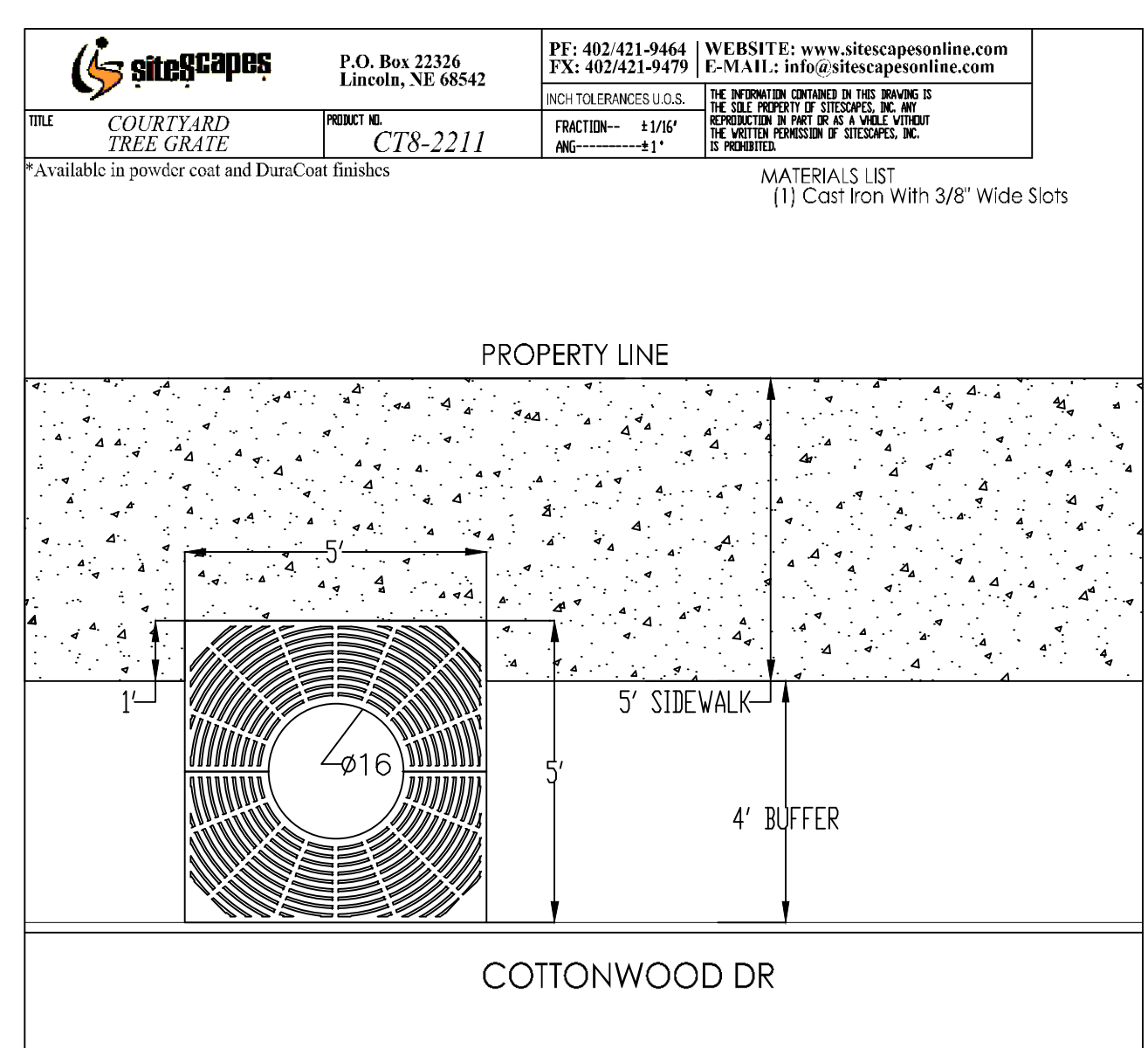
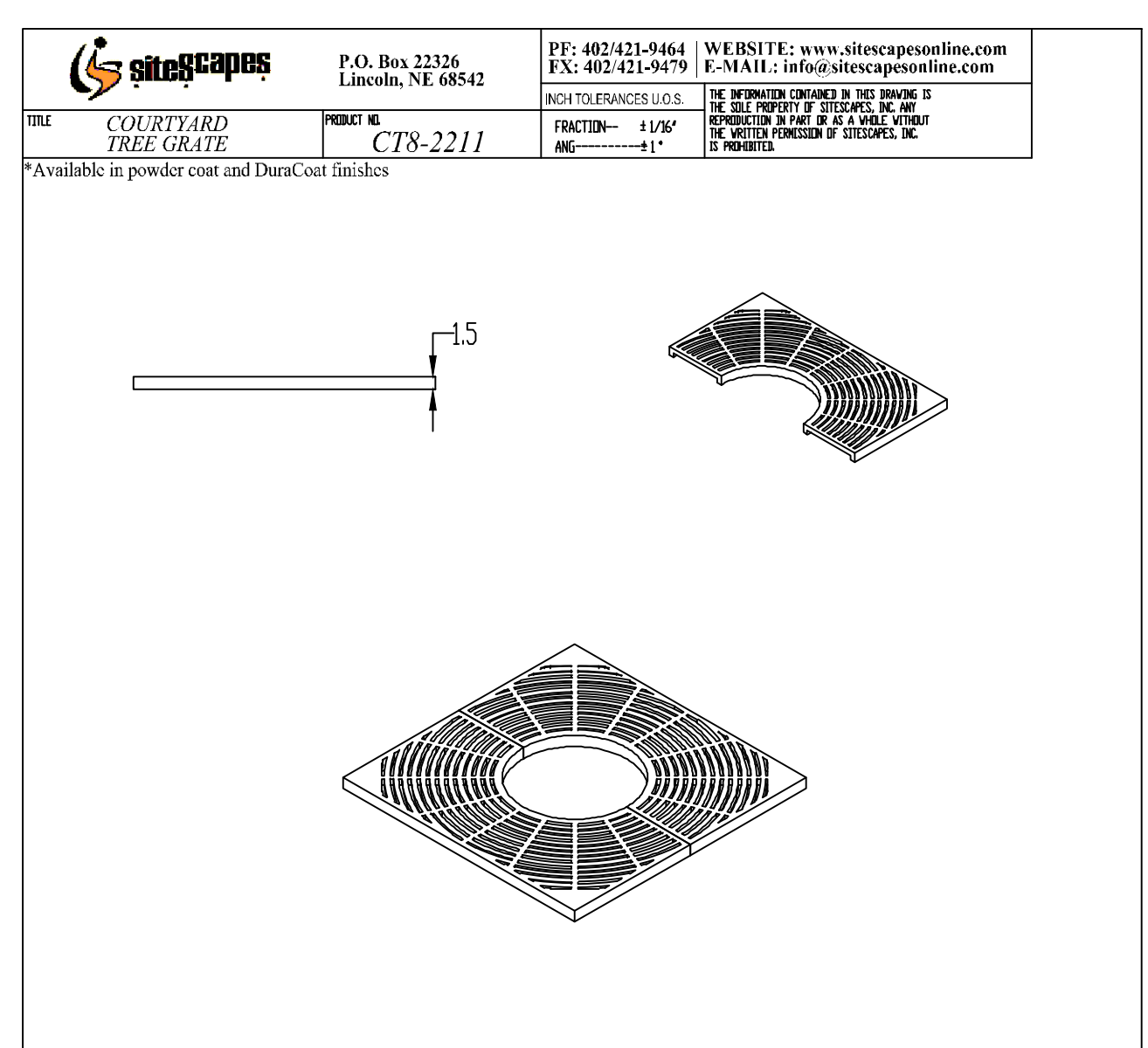
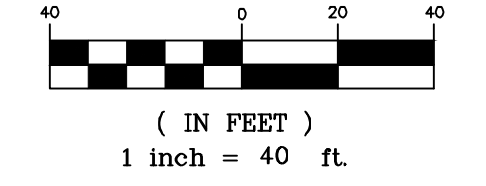
MM-1-B SEVEN-BAR RANCH (BEING A REPLAT OF TRACT MM-1 SEVEN-BAR RANCH)
CONT 0.55 AC

SITE DATA

PROPOSED USAGE	RESTAURANT
LOT AREA	23,958 SF (0.55 ACRES)
ZONING	MX-X
PARKING REQUIRED	
8 SPACES/1,000 SQ.FT. GFA= 1,073 SF	
REQUIRED	8.6 SPACES
PARKING PROVIDED	9 SPACES
HC PARKING REQUIRED	1 SPACES
HC PARKING PROVIDED	2 SPACES
MC PARKING REQUIRED	1 SPACES
MC PARKING PROVIDED	1 SPACES
TOTAL	12 SPACES
BICYCLE SPACES REQUIRED	2 SPACES
BICYCLE SPACES PROVIDED	4 SPACES



GRAPHIC SCALE



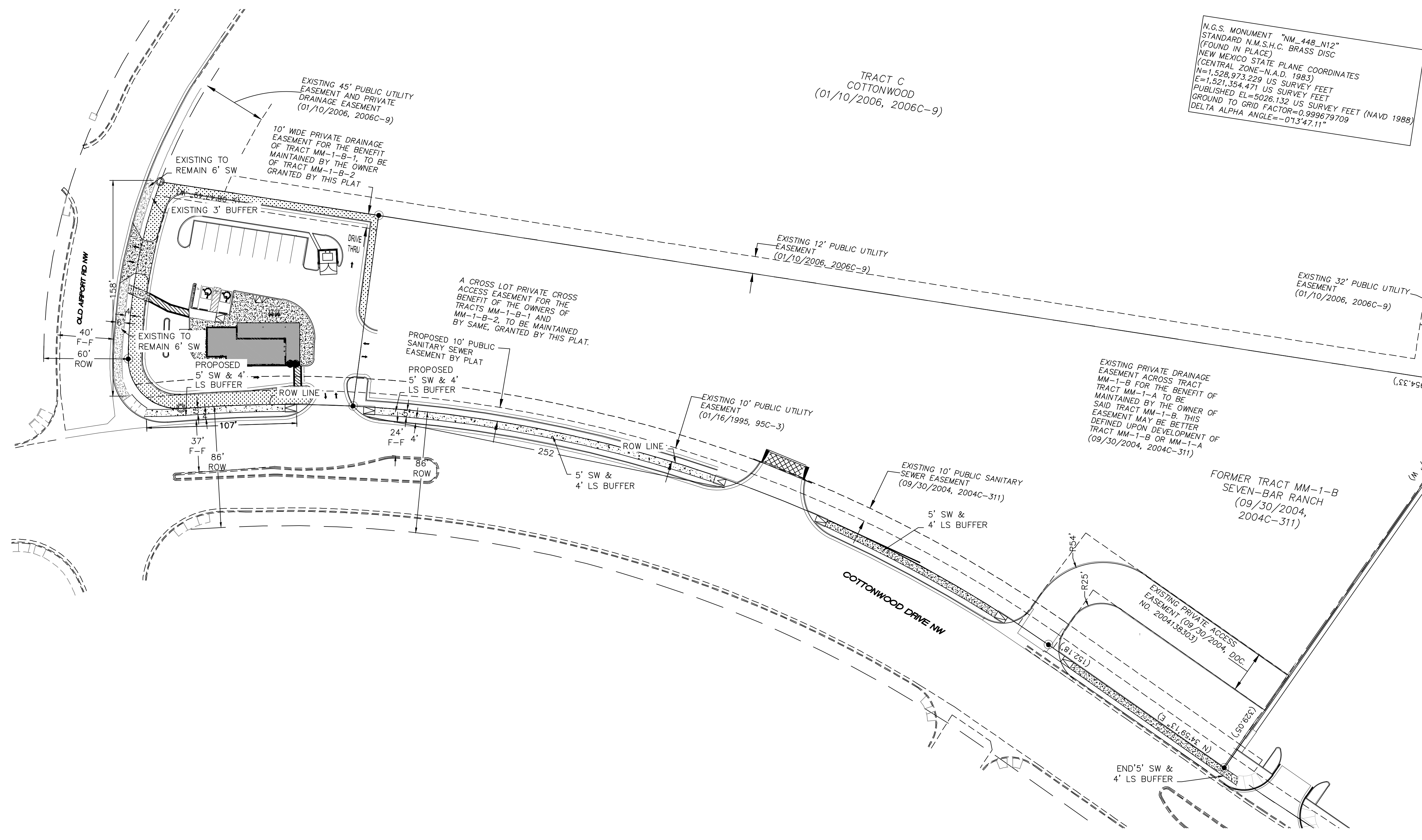
DRB PROJECT NO.: PR-2022-007100
APPLICATION NO.: SD-2023-00038

ENGINEER'S SEAL AMANDA J. HERRERA NEW MEXICO 23575 PROFESSIONAL ENGINEER 3/17/2023 AMANDA HERRERA P.E. #23575	FIIZ DRINKS ALBUQUERQUE, NM	DRAWN BY JL
	TREE EXHIBIT	DATE 3-17-2023
TIERRA WEST, LLC 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrawestllc.com		DRAWING
		SHEET # T-1
		JOB # 2022048



VICINITY MAP B14

MM-1-B SEVEN-BAR RANCH (BEING A REPLAT OF TRACT MM-1 SEVEN-BAR RANCH)
CONT 0.55 AC



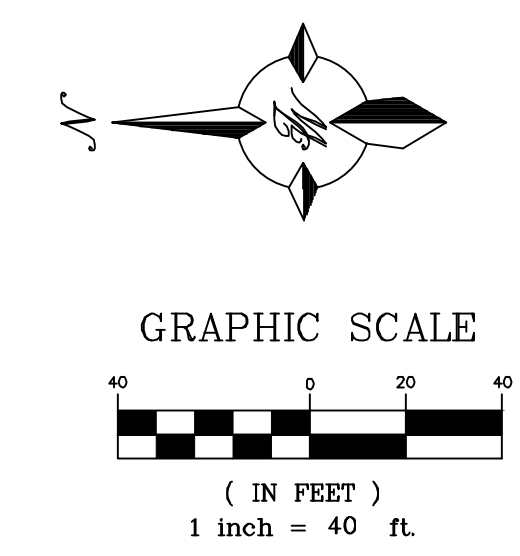
N.G.S. MONUMENT "NM .448 .N12"
STANDARD N.M.S.H.C. BRASS DISC
(FOUND IN PLACE)
(NEW MEXICO STATE PLANE COORDINATES
(CENTRAL ZONE-N.A.D., 1983)
N=1,529,373.229 US SURVEY FEET
E=1,521,354.471 US SURVEY FEET
PUBLISHED EL=5026.132 US SURVEY FEET
GROUND TO GRID FACTOR=0.999679709
DELTA ALPHA ANGLE=-0°13'47.11"

TRACT C
COTTONWOOD
(01/10/2006, 2006C-9)

FORMER TRACT MM-1-B
SEVEN-BAR RANCH
(09/30/2004, 2004C-311)

SITE DATA

PROPOSED USAGE	RESTAURANT
LOT AREA	23,958 SF (0.55 ACRES)
ZONING	MX-X
PARKING REQUIRED	
8 SPACES/1,000 SQ.FT. GFA= 1,073 SF	
REQUIRED	8.6 SPACES
PARKING PROVIDED	9 SPACES
HC PARKING REQUIRED	1 SPACES
HC PARKING PROVIDED	2 SPACES
MC PARKING REQUIRED	1 SPACES
MC PARKING PROVIDED	1 SPACES
TOTAL	12 SPACES
BICYCLE SPACES REQUIRED	2 SPACES
BICYCLE SPACES PROVIDED	4 SPACES



DRB PROJECT NO.: PR-2022-007100

APPLICATION NO.: SD-2023-00038

	FIIZ DRINKS ALBUQUERQUE, NM	DRAWN BY JL
	SIDEWALK EXHIBIT	DATE 3-17-2023
		DRAWING
		SHEET # SW-1
AMANDA HERRERA P.E. #23575	TIERRA WEST, LLC 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierrowestllc.com	JOB # 2022048

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Fiiz Drinks

Project Number: 772082

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 **RSF Land & Cattle Company LLC** ("Developer"), a **New Mexico Limited Liability Company**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **gfoltz@lcrealty.com**, whose address is **4801 Land Ave NE Suite 210** (Street or PO Box) **Albuquerque** (City, State), **NM** (Zip Code) **87109** and whose telephone number is **505-563-4650**, 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 [existing legal description:] _____ **TR MM-1-B Plat of Tracts MM-1-A and MM-1-B Seven Bar Ranch** _____ recorded on _____, attached, pages ____ through _____, as Document No. _____ 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 [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] **RSF Land & Cattle Company LLC**("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Replat of Seven Bar Ranch** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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 List ("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. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

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 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 (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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: _____

Amount: **\$158,961.49**

Name of Financial Institution or Surety providing Guaranty: _____

Date City first able to call Guaranty (Construction Completion Deadline):

April 19, 2025

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **June 19, 2025**

Additional information: _____

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.

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

STATE OF _____)
) ss.
COUNTY OF _____)

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:]

_____, ("Owner"), of [address:] _____ [City:] _____, [State:] _____ [zip code:] _____, hereby makes, constitutes and appoints [name of Developer:] _____

_____ ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: _____

Name [Print]: _____

Title: _____

Dated: _____

The foregoing Power of Attorney was acknowledged before me on _____,
20__ by [name of person:] _____, [title or capacity, for
instance "President":] _____ of [Owner:]
_____ on behalf of the Owner.

(SEAL)

Notary Public

My Commission Expires: _____



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Fiiz Drinks
Project Number: 772082

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 **RSF Land & Cattle Company LLC** ("Developer"), a **New Mexico Limited Liability Company**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **gfoltz@lcrealty.com**, whose address is **4801 Land Ave NE Suite 210** (Street or PO Box) **Albuquerque** (City, State), **NM** (Zip Code) **87109** and whose telephone number is **505-563-4650**, 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 [existing legal description:] _____ **TR MM-1-B Plat of Tracts MM-1-A and MM-1-B Seven Bar Ranch** _____ recorded on _____, attached, pages _____ through _____, as Document No. _____ 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 [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] **RSF Land & Cattle Company LLC**("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Replat of Seven Bar Ranch** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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 List ("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. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

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 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 ("ABCWUA") and Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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.

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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: Irrevocable Letter of Credit
Amount: \$158,961.49
Name of Financial Institution or Surety providing Guaranty: Washington Federal Bank
Date City first able to call Guaranty (Construction Completion Deadline): April 19, 2025
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: June 19, 2025
Additional information: _____

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.



CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

May 2, 2023

Type of Estimate: I.I.A. Procedure B with FG

Project Description: Tracts MM-1-B Plat of Tracts MM-1-A and
Project ID #: 772082 MM-1-B Seven-Bar Ranch

Requested By: Amanda Herrera

Approved Estimate Amount: \$ 98,796.63

Contingency Amount: 10.00% \$ 9,879.66

Subtotal: \$ 108,676.29

PO Box 1293

NMGRT: 7.750% \$ 8,422.41

Subtotal: \$ 117,098.71

Albuquerque

Engineering Fee: 6.60% \$ 7,728.51

New Mexico 87103

Testing Fee: 2.00% \$ 2,341.97

Subtotal: \$ 127,169.19

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 158,961.49

APPROVAL:



DATE:



Notes: Plans not yet approved.





OPINION OF PROBABLE COST
PROJECT: TRACT MM-1-B REPLAT

CPN No. 2022048
 TW No. 27-Apr-23
 Date: Amanda Herrera
 Eng.: 1
 Rev.:

ITEM #	SHORT DESCRIPTION	DESCRIPTION	UNIT	UNIT COST	BUDGET	
					Quantity	CAL. COST
340.01	SDWK, 4", PCC	Sidewalk, 4" thick, Portland Cement Concrete, incl. subgrade compaction, cip. SD 2430	SY	58.67	347.00	\$ 20,358.49
701.02	TRCH, BF, 4-15" SAS, 8'	Trenching, Backfilling, & Compaction, for 4" to 15" sewer pipe, over 8' to 12' in depth, pipe not incl., compl.	LF	35.13	810.00	\$ 28,455.30
901.03	8" SAS PIPE	8" Sewer Pipe, (std. spec. sec. 901), furnish & place in open trench, w/ trace wire, cip.	LF	23.66	810.00	\$ 19,164.60
901.61	WET CONN, 8"-10" SAS	Wet Connect Sewerline to existing manhole, 8" to 10" pipe, incl. reshaping of inverts & shelves, all types & classes of pipe, compl.	EA	1,100.15	1.00	\$ 1,100.15
905.05	4" NEW SAS SVC	4" New Sewer Service Line, from main to property line, incl. trench, saddle & connection, cip.	EA	1,466.87	2.00	\$ 2,933.74
920.07	MH, 4' DIA, C or E	Manhole, 4' dia., Type "C" or "E", 6' to 10' deep, cip. SD 2101	EA	5,720.80	3.00	\$ 17,162.40
					SUBTOTAL	\$ 89,174.68
					SUBTOTAL	\$ 89,174.68
						\$ 1,275.20
						\$ 659.89
						\$ 3,798.84
						\$ 267.52
						\$ 561.80
						\$ 3,058.69
					SUBTOTAL	\$ 98,796.63
						\$ 24,699.16
					SUBTOTAL	\$ 123,495.78
						\$ 9,725.29
					SUBTOTAL	\$ 133,221.08
						\$ 8,792.59
						\$ 2,664.42
					TOTAL	\$ 144,678.09
					TOTAL FG Amount (125% of Total)	\$ 180,847.61

ENGINEER'S DISCLAIMER ON THE ENGINEERING ESTIMATE OF PROBABLE COST

This Engineer's opinion of probable construction cost is made on the basis of Engineer's experience and qualifications and represents the Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding on market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs as prepared by Engineer. If Owner wishes greater assurance as to probable construction costs, Owner shall employ in independent cost estimator or contractor. Prices for the extension of private utilities (i.e. electrical, gas, phone, cable tv, etc.) are not included in this estimate. Owner should contact local utility companies to obtain current charges and rebates. Rock excavation was not included in this estimate.

Approved as basis of financial guaranty, May 2, 2023
CPN 772082

Current DRC: SD-2023-00038
 Project Number: PR-2022-007100

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT HEARING OFFICER (D.H.O.) REQUIRED INFRASTRUCTURE LIST**

**REPLAT OF SEVEN BAR RANCH
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**TR MM-1-B PLAT OF TRACTS MM-1-A AND MM-1-B SEVEN-BAR RANCH
 EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

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
		5' - Wide	Sidewalk Along Cottonwood Dr	Western Portion of proposed Tract MM-1-B-2	North property boundary at the Existing Sidewalk intersection of Cottonwood Dr and Old Airport Rd	South property boundary of Tract MM-1-B-2	/	/
		5' - Wide	Sidewalk Along Cottonwood Dr	Western Portion of proposed Tract MM-1-B-1	North property boundary at the proposed Tract MM-B-1	South property boundary of Tract MM-1-B-1	/	/
		8"	Sanitary Sewer Extension	Western Portion of proposed Tract MM-1-B-2	North property boundary at the Existing Public Sanitary Sewer line	South property boundary of Tract MM-1-B-2	/	/
		8"	Sanitary Sewer Extension	Western Portion of proposed Tract MM-1-B-1	North property boundary at the proposed Tract MM-B-1	South property boundary of Tract MM-1-B-1	/	/
							/	/
							/	/
							/	/
							/	/
							/	/

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 S/A 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	P.E.			
							/	/	/		
							/	/	/		

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	
Vincent Carrisa, PE NAME (print)	Apr 19, 2023	William Blubaugh PARKS & RECREATION - date	Apr 20, 2023
TERRAwest, LLC FIRM	Ernest Ormigo TRANSPORTATION DEVELOPMENT - date	AMAFCA - date	
3-23-23 SIGNATURE - date	Apr 21, 2023	Code Enforcement - date	Apr 19, 2023
	Shehab Biagas UTILITY DEVELOPMENT - date	HYDROLOGY - date	Apr 19, 2023
	CITY ENGINEER - date		
DESIGN REVIEW COMMITTEE REVISIONS		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



4400 Osuna Road NE
Albuquerque, NM 87109

LETTER OF CREDIT

August 3, 2023

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 0000115816
AMOUNT: \$158,961.49

Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

Re: Letter of Credit for RSF Land and Cattle Company LLC
City of Albuquerque Project No.: 772082
Project Name: Fiiz Drinks

To Whom It May Concern:

This letter is to advise the City of Albuquerque ("City") that, at the request of RSF Land and Cattle Company LLC ("Developer"), Washington Federal Bank in Albuquerque, New Mexico, has established an Irrevocable Letter of Credit in the sum of One Hundred Fifty Eight Thousand Nine Hundred Sixty One and 49/100 Dollars (\$158,961.49) ("Letter of Credit") for the exclusive purpose of providing the financial guarantee, which the City requires RSF Land and Cattle Company LLC to provide for the installation of the improvements, which must be constructed at Replat of Seven Bar Ranch, Project No. 772082 ("Project"). The amount of the Letter of Credit is 125% of the City's estimated cost of construction of improvements as required by the City's Integrated Development Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Developer in the records of the Clerk of Bernalillo County, New Mexico.

A draft or drafts for any amount up to, but not in excess of One Hundred Fifty-eight Thousand Nine Hundred Sixty-one and 49/100 Dollars (\$158,961.49) is/are available certified mail at the option of the City of Albuquerque or at sight at Washington Federal Bank, 425 Pike Street, Seattle, Washington 98101 between April 19, 2025 and June 19, 2025.

When presented for negotiation, the draft(s) is/are to be accompanied by the City's notarized certification stating: "1) RSF Land and Cattle Company LLC has failed to comply with the terms of the Agreement; 2) the Chief Administrative Officer of the City of Albuquerque or an authorized designee shall sign this certification; and 3) the amount of the draft does not exceed 125% of the City's estimated cost of completing the improvements specified in the Agreement."

We hereby agree with the drawer of draft(s) drawn under and in compliance with the terms of this credit that such draft(s) will be duly honored upon presentation to the drawee if negotiated between April 19, 2025 and June 19, 2025.



4400 Osuna Road NE
Albuquerque, NM 87109

This Letter of Credit for the benefit of the City of Albuquerque shall be irrevocable until:

1. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or
2. City notification of RSF Land and Cattle Company LLC's failure to comply with the terms of the Agreement, and payment by Certified Check from Washington Federal Bank to the City of Albuquerque of 125% of the City's estimated costs of completing the improvements specified in the Agreement; or
3. Expiration of the date June 19, 2025; or
4. Written termination of this Letter of Credit by the City of Albuquerque, signed by its Chief Administrative Officer or an authorized designee.

This Letter of Credit will terminate at five o'clock p.m., New Mexico time, June 19, 2025.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.



4400 Osuna Road NE
Albuquerque, NM 87109

Very truly yours,

Washington Federal Bank

By: Crystal W. Conine

Print Name: Crystal W. Conine

Title: Vice President, Senior Relationship Manager

Date: August 3, 2023

ACCEPTED:

CITY OF ALBUQUERQUE

DocuSigned by:
By: [Signature] DS KU DS BMR DS SB
B2U29FDF78E649F...

Print Name: Lawrence Rael

Date: 9/5/2023 | 1:37 PM MDT

Revised February 2022



LETTER OF CREDIT

August 3, 2023

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 0000115816
AMOUNT: \$158,961.49

Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

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City of Albuquerque Project No.: 772082
Project Name: Fiiz Drinks

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4400 Osuna Road NE
Albuquerque, NM 87109

Very truly yours,

Washington Federal Bank

By: Crystal W. Conine
Print Name: Crystal W. Conine
Title: Vice President, Senior Relationship Manager
Date: August 3, 2023

ACCEPTED:

CITY OF ALBUQUERQUE

By: _____

Print Name: _____

Date: _____

Revised February 2022