



Agenda Item No. 9a

Meeting Date: February 8, 2023
Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: **R-22-41 – Authorizing an Agreement for Water and Sewer Service for
Fiiiz Drinks – Seven Bar Loop**

ACTION: **Recommend Approval**

SUMMARY:

The development is located along the southeast corner of Cottonwood Dr. NW and Old Airport Road NW within the City Limits. The project consists of a Drive-Through Soda Shop development.

Water and wastewater service is contingent on the Developer connecting to an existing public water distribution line and extending a public sanitary sewer collector line along Cottonwood Dr. NW.

All services provided within the development will be subject to current Utility Expansion and Water Resource Charges.

FISCAL IMPACT:

None.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-22-41

RESOLUTION

**2 AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR FIIZ
3 DRINKS – SEVEN BAR LOOP**

4 WHEREAS, NM Specialty Soda LLC is the developer and owner of real property
5 to be developed as Drive-Through Soda Shop located near southeast corner of
6 Cottonwood Drive NW and Old Airport Road NW; and

7 WHEREAS, the property which is located outside the service area of the Water
8 Authority will require a development agreement for the extension and/or connection of
9 water and sewer lines to the Water Authority's water and sewer system; and

10 WHEREAS, the Water Authority's Water and Wastewater System Expansion
11 Ordinance requires that new service developed outside the Water Authority's service
12 area will incur no net expense to the Water Authority and be subject to provisions of
13 relevant updated planning documents as approved by the City and/or County; and

14 BE IT RESOLVED BY THE WATER AUTHORITY:

15 Section 1. NM Specialty Soda LLC will obtain all permits, assurances, and
16 approvals from the Water Authority and the City of Albuquerque development/design
17 review process. Construction of water and/or sewer lines shall be in conformance with
18 the plans approved by the Water Authority and all applicable plans, specifications,
19 requirements, and standards of the Water Authority.

20 Section 2. The expansion of the System shall incur no net expense to the Water
21 Authority and be subject to current Utility Expansion and Water Resource Charges.

22 Section 3. NM Specialty Soda LLC will be responsible for close coordination of
23 the project with the Water Authority during the design and construction phases,
24 including the review of the design details during the design process, and the approval of
25 specifications and contract documents.

26 Section 4. The Executive Director is authorized to enter into the agreement with
27 NM Specialty Soda LLC for the provision of water and sewer service.

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:

Greg Foltz, President
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

successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

11. Integration; Interpretation. This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

12. Approval. This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

13. Effective Date. The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

Albuquerque Bernalillo County Water Utility Authority

By: Mark S. Sanchez
Executive Director

Date:

**Developer
NM Specialty Soda LLC,
a New Mexico limited liability
corporation**

By: _____
Greg Foltz
President

ACKNOWLEDGEMENTS

This instrument was acknowledged before me on this ____ day of
_____, by _____ [name]
_____, [title] of _____,
[company name], a _____ [type of entity], on behalf of said
company.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

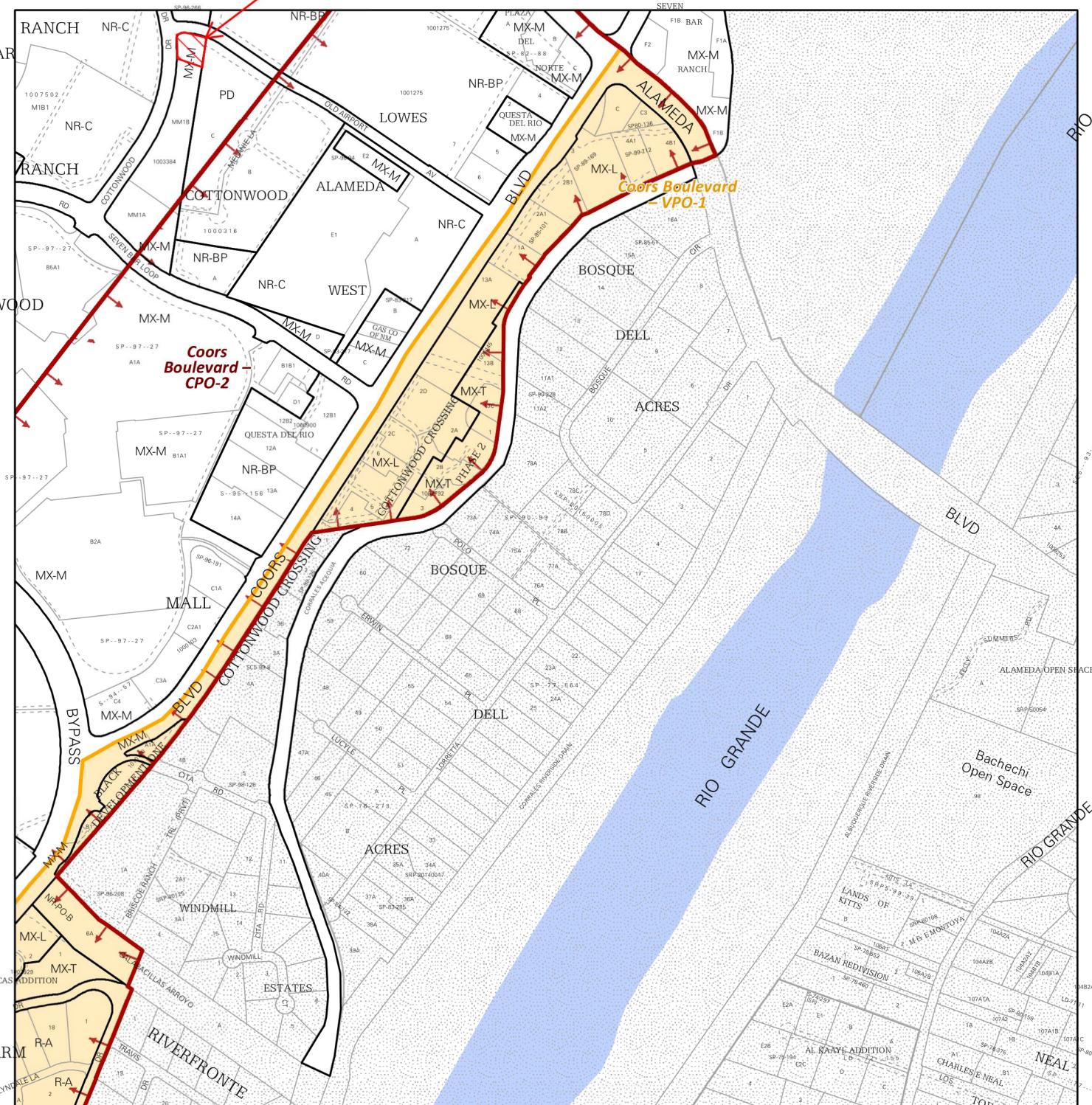
This instrument was acknowledged before me on _____, 20__ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

My Commission Expires:

Notary Public

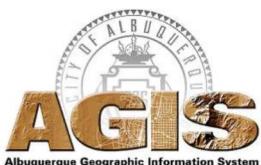
EXHIBIT A
Zone Atlas Map B-14-Z

SITE



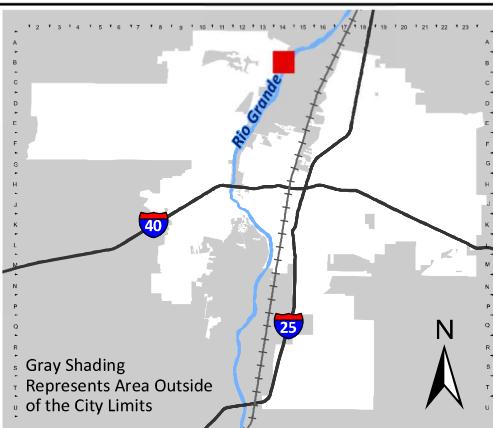
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018

The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:

B-14-Z

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

0 250 500 1,000 Feet

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 MERIDIANCITY 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 and unplat lands of Seven Bar Land and Cattle Co.), City of Albuquerque, Bernalillo County, New Mexico," as recorded in the office of the Bernalillo County Clerk on January 6, 1995 in Volume 95C, folio 3 as Document No. 95001741.

Said Tract contains 6.2034 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED and REPLATTED 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 PROJECTED SECTION 8, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, 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 grant to the use of the public forever, the public utility easements as shown hereon (if any). 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

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

By 
David S. Smoak, Managing Member

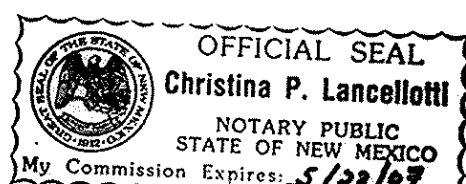
ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO SS

The foregoing instrument was acknowledged before me this 16th

day of March, 2004, by David S. Smoak.


My commission expires May 22, 2007
Notary Public



SHEET 2 OF 3

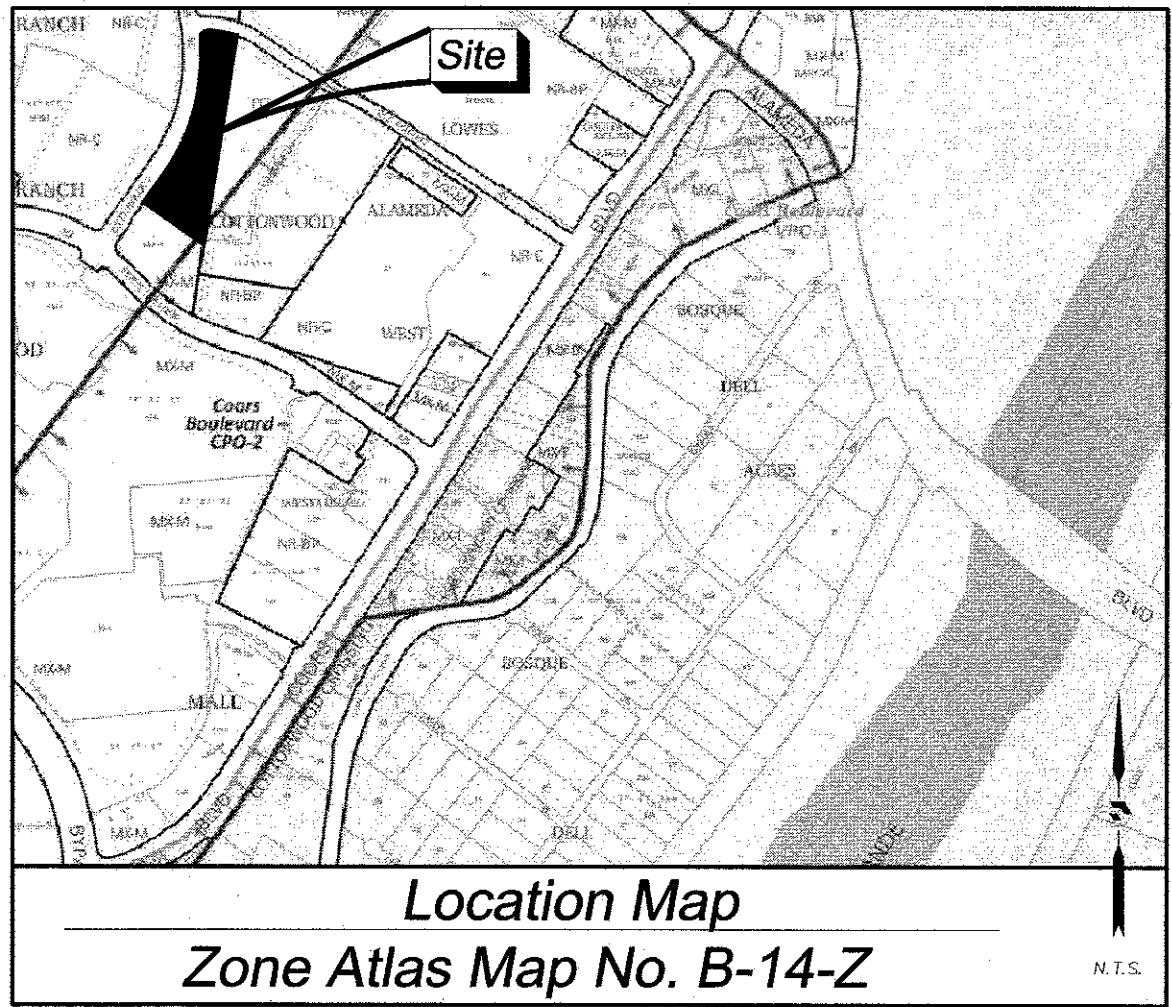
SURV TEK, INC.

Consulting Surveyors
5643 Paradise Blvd. N.W. Albuquerque, New Mexico 87114

Phone: 505-897-3366
Fax: 505-897-3377

EXHIBIT B.2
Proposed Plat

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



Subdivision Data:

GROSS SUBDIVISION ACREAGE: ? 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.

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. QWEST 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 ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY POOL, TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE BE LOCATED OR PLACED ON SAID EASEMENTS, OR IN THE VICINITY THEREOF, IN A MANNER WHICH COULD BECOME A HAZARD, OBSTRUCTION, OBSTRUCTION TO THE USE OF THE EASEMENT, OR WHICH COULD VIOLATE 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.

Disclaimer

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), QWEST 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, QWEST 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 TURNOFFS.

COORDINATE AND DIMENSION INFORMATION

STATE PLANE ZONE:	GRID/GROUND COORDINATES:	GEID:
NM-C	GRID	ABQ GEID
NAD83	NAVD88	ROTATION ANGLE: 0° 00' 00.00" YES
ALBUQUERQUE GEODETIC REFERENCE SYSTEM	DISTANCE ANNOTATION: N = 0	BASE POINT FOR SCALING AND/OR ROTATION: E = 0
COMBINED SCALE FACTOR: GROUND	ELEVATION TRANSLATION: ±0.00'	ELEVATIONS VALID: NO
GRID TO GROUND: 1.000320393		
GROUND TO GRID: 0.999679709		

PLSS INFORMATION

LAND GRANT TOWN OF ALAMEDA			
SECTION 05/08	TOWNSHIP 11 NORTH	RANGE 03 EAST	MERIDIAN NMPM
CITY ALBUQUERQUE	COUNTY BERNALILLO	STATE NM	UPC 101406505748020207
BEARING ANNOTATION: GRID	ELEVATION TRANSLATION: ±0.00'	ELEVATIONS VALID: NO	ADDRESS SEVEN BAR LOOP, NW

RECORDING STAMP

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

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
June 2022

Project No. PR-2022-

Application No. -2022-

Utility Approvals

PNM	DATE
NEW MEXICO GAS COMPANY	DATE
QWEST CORPORATION D/B/A CENTURYLINK QC	DATE
COMCAST	DATE

City Approvals

CITY SURVEYOR	DATE
TRAFFIC ENGINEERING, TRANSPORTATION DEPARTMENT	DATE
A.B.C.W.U.A.	DATE
PARKS AND RECREATION DEPARTMENT	DATE
AMAFCA	DATE
CITY ENGINEER	DATE
DRB CHAIRPERSON, PLANNING DEPARTMENT	DATE
CODE ENFORCEMENT	DATE
MRGCD	DATE

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 MEETING 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
N.M.P.S. No. 11993



PRECISION SURVEYS, INC.

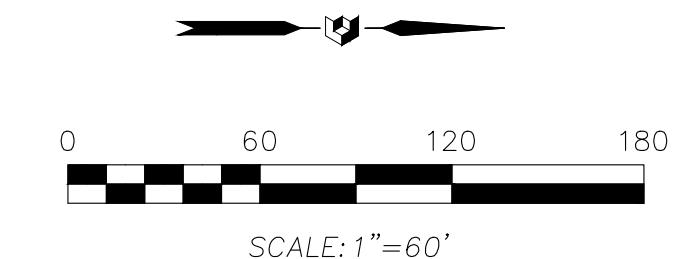
PROJECT INFORMATION	
OFFICE LOCATION: 9200 San Mateo Boulevard, NE Albuquerque, NM 87113	CREW/TECH: OT DATE OF SURVEY JUNE 2022
DRAWN BY: JK	CHECKED BY: LM
PSI JOB NO. 228185P	ADDRESS SEVEN BAR LOOP, NW SHEET NUMBER 1 OF 2

RECORDING STAMP

Plat of

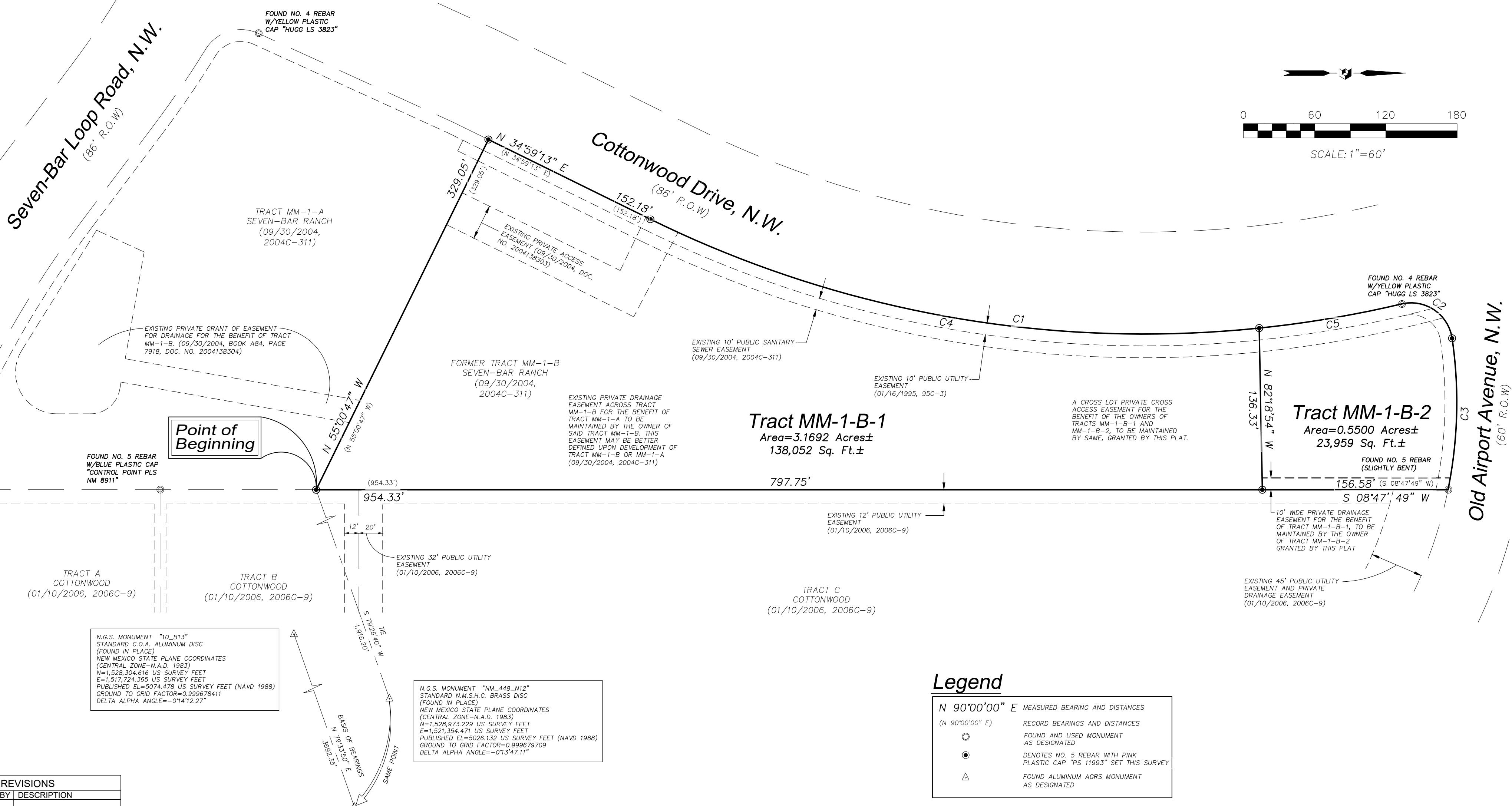
Tracts MM-1-B-1 and MM-1-B-2
Seven-Bar Ranch

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' (R=943.00')	528.33'	521.45'	N 18°56'11" E	32°06'04"
C5	943.00' (R=943.00')	121.78'	121.69'	N 00°48'49" W	7°23'57"



COORDINATE AND DIMENSION INFORMATION

STATE PLANE ZONE:	GRID/GROUND COORDINATES:	GEIODE:
NM-C	GRID	ABQ GEIODE
HORIZONTAL DATUM:	VERTICAL DATUM:	ROTATION ANGLE:
NAD83	NAVD88	0° 00' 00.00" YES
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM	DISTANCE ANNOTATION: GROUND	BASE POINT FOR SCALING AND/OR ROTATION: N = 0 E = 0
COMBINED SCALE FACTOR: GRID TO GROUND: 1.000320393	ELEVATION TRANSLATION: GRID	ELEVATIONS VALID: ±0.00' NO

PLSS INFORMATION

LAND GRANT TOWN OF ALAMEDA				PROPERTY OWNER
				RSF LAND & CATTLE COMPANY LLC
SECTION	TOWNSHIP	RANGE	MERIDIAN	SUBDIVISION NAME
05/08	11 NORTH	03 EAST	NMPM	SEVEN-BAR RANCH
CITY	COUNTY	STATE	UPC	ADDRESS
ALBUQUERQUE	BERNALILLO	NM	101406505748020207	SEVEN BAR LOOP, NW

INDEXING INFORMATION FOR COUNTY CLERK

PRECISION SURVEYS, INC.

OFFICE LOCATION:
 9200 San Mateo Boulevard, NE
 Albuquerque, NM 87113

505.856.5700 PHONE
 505.856.7900 FAX

PROJECT INFORMATION

CREW/TECH: OT	DATE OF SURVEY JUNE 2022
DRAWN BY: JK	CHECKED BY: LM
PSI JOB NO. 228185P	SHEET NUMBER 2 OF 2

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 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,

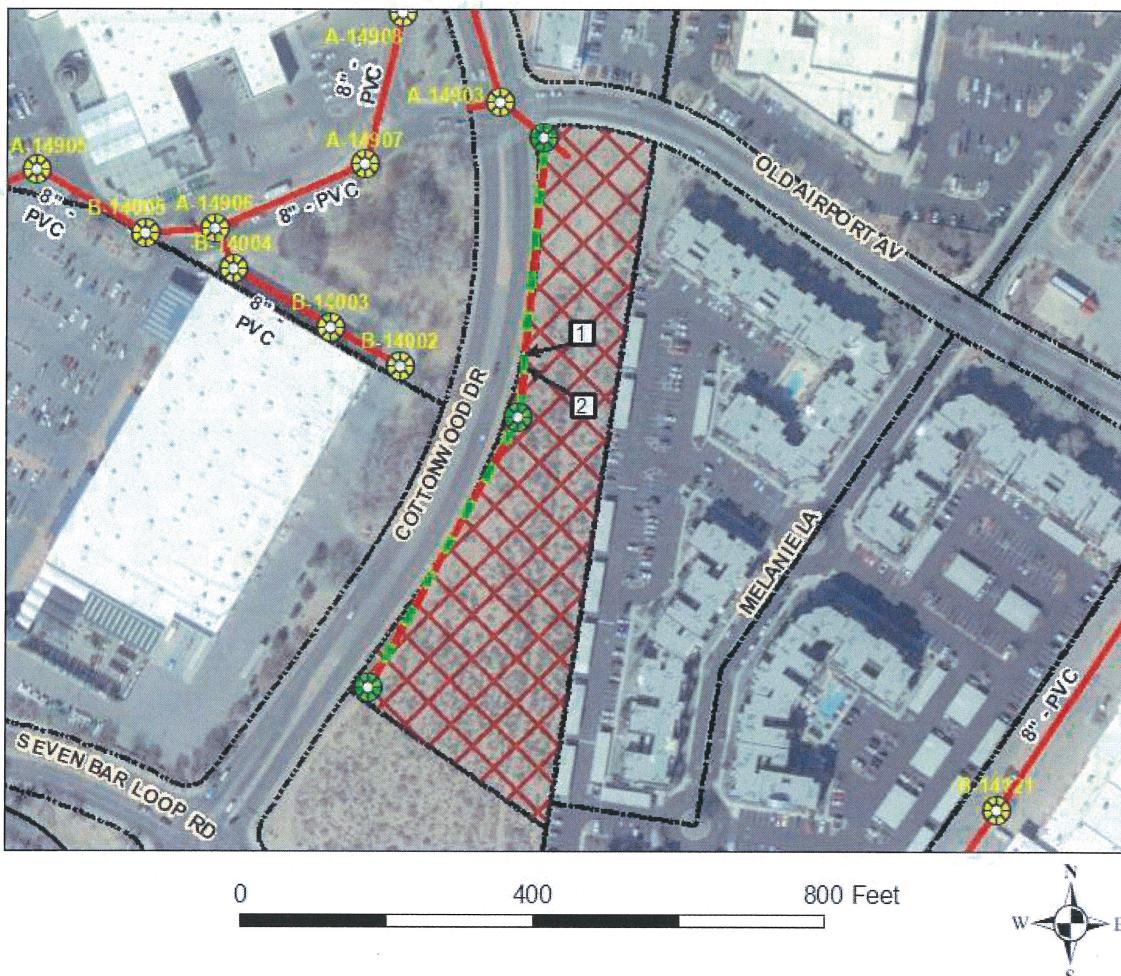


Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps

f/ **Serviceability Statement #220805**

220805 - Sanitary Sewer



Legend

	Project_Location
	Sewer Manhole
	Proposed Sewer Manhole
Sewer Pipe	
SUBTYPE	
	COLLECTOR

	--- General Map Keyed Notes
1 -	Proposed 8" Public Sanitary Sewer Extension
2 -	Provide 20' public utility easement along sewer line



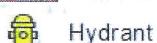
220805 - Water



Legend



--- General Map Keyed Notes



1 - Proposed Public Hydrant

Pipe

SUBTYPE



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



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

Fire Flow Analysis Points



Analysis Point (1)





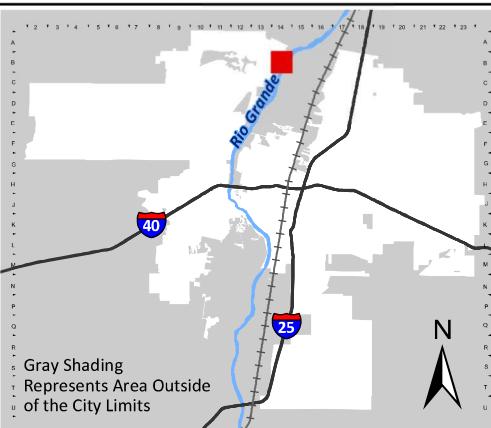
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018

The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:

B-14-Z

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

0 250 500 1,000 Feet