

CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-25-212 ENACTMENT NO. _____

SPONSORED BY: Joaquín Baca, by request

1 RESOLUTION
2 RELATING TO THE APPROVAL OF A REDEVELOPMENT TAX ABATEMENT
3 FOR THE 4TH AND LA PLATA MULTI-FAMILY RESIDENTIAL DEVELOPMENT
4 PROJECT, DEVELOPED BY 4TH & LA PLATA, LLC.

5 WHEREAS, the City of Albuquerque (the "City") is a legally and regularly
6 created, established, organized, and existing municipal corporation of the
7 State of New Mexico (the "State"); and

8 WHEREAS, the New Mexico Metropolitan Redevelopment Code, Section 3-
9 60A-1 et seq. NMSA 1978 (the "MR Code"), confers certain powers upon the
10 municipality to promote catalytic developments within areas that have been
11 deemed blighted by the governing body of the municipality and authorizes the
12 municipality to create a Metropolitan Redevelopment Agency (MRA) for the
13 purpose of elimination or prevention of slum or blight; and

14 WHEREAS, pursuant to the MR Code, Sections 3-60A-12 through 3-60A-
15 13.1, as amended (the "Act"), the City is authorized to acquire, whether by
16 construction, purchase, gift or lease, and to finance, sell, lease, or otherwise
17 dispose of, projects, as well as exempt property from taxes, as defined in the
18 Act; and

19 WHEREAS, the City desires to promote redevelopment in areas designated
20 as blighted and contribute to neighborhood stabilization by providing housing,
21 convenient services, job and business support, building upgrades,
22 infrastructure and neighborhood beautification programs for such areas, and
23 to promote the public health, welfare, safety, convenience, and prosperity; and

24 WHEREAS, the City Council (the "Council"), after notice and public
25 hearing, as required by the Code, approved the North Corridor Metropolitan

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1 **Redevelopment Area Plan (the “MR Area Plan”), Resolution R-20-62**
2 **(Enactment No. R-2020-071); and**
3 **WHEREAS, the Council adopted an ordinance establishing the**
4 **Albuquerque Development Commission (the "Development Commission") to**
5 **review metropolitan redevelopment projects proposed to be owned and leased**
6 **by the City pursuant to City Resolution No. 16-1985, as amended; and**
7 **WHEREAS, 4th & La Plata, LLC, a New Mexico limited liability company**
8 **(together with its successors and assigns, the “Company”) presented to the**
9 **Development Commission and the Council a proposed metropolitan**
10 **redevelopment project application for the multi-family residential development**
11 **of a vacant lot, located at the northeast corner of 4th Street and La Plata Road**
12 **NW with required supplemental materials (the “Application”) whereby the City**
13 **will, pursuant to the Act, acquire from the Company land and existing**
14 **improvements located within the corporate limits of the city, and within the**
15 **North Corridor Metropolitan Redevelopment Area (the “Project”); and**
16 **WHEREAS, the Development Commission reviewed the Application, held a**
17 **public hearing on the Project, and recommended approval of the Project to the**
18 **Council on October 16, 2025, based on the findings that the Project will benefit**
19 **the City's efforts to revitalize the North Corridor Metropolitan Redevelopment**
20 **Area, and is consistent with the goals and objectives of the MR Area Plan and**
21 **the MR Code; and**
22 **WHEREAS, the City will effectuate the transfer and sale of real property**
23 **with the Company related to the Project, as proposed in the Application and as**
24 **authorized by this Resolution; and**
25 **WHEREAS, under the Company's proposal, after the City’s acquisition of**
26 **the Property through a special warranty deed, the City and the Company will**
27 **enter into a Lease Agreement (the "Lease") by which the Company will lease**
28 **and agree to purchase the land and improvements comprising the Project**
29 **from the City, and the Company shall comply with the obligations incurred**
30 **under the provisions of the Lease and this Resolution; and**
31 **WHEREAS, the Lease and Deed, collectively referred to in the Resolution**
32 **as the "Project Documents," have been filed with the City Clerk and approved**
33 **by the Council; and**

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1 WHEREAS, the Council has determined that it is in the best interest of the
2 City to approve the Project and to execute and deliver the Project Documents,
3 and other documents related thereto; and

4 WHEREAS, the City is authorized to execute the Project Documents under
5 the Act and this Resolution, and has concluded that it is desirable at this time
6 to approve the Project which constitutes a valid public purpose; and

7 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
8 ALBUQUERQUE:

9 Section 1. RATIFICATION. All actions not inconsistent with the provisions
10 of this Resolution previously taken by the Council and the officials of the City
11 directed toward approval of the Application and the Project should be
12 approved and the same hereby are ratified, approved and confirmed.

13 Section 2. FINDINGS. The Council hereby declares that it has considered all
14 relevant information presented to it relating to the Application and the Project
15 and hereby finds and determines that approval of the Application and the
16 Project, and the execution of the Project Documents, pursuant to this
17 Resolution are necessary and advisable and in the interest of and will promote
18 the public health, safety, morals, convenience, education, economy, and
19 welfare of the city and the residents of the city. The Council finds that:

- 20 (1) The proposed activities under the Project aid in the elimination or
21 prevention of slum or blight;
- 22 (2) The Project is consistent with the Albuquerque/Bernalillo County
23 Comprehensive Plan and the North Corridor Metropolitan Redevelopment Area
24 Plan, and meets the threshold and application criteria of the Redevelopment
25 Tax Abatement program;
- 26 (3) The Project affords maximum opportunity consistent with the needs
27 of the community for the rehabilitation or redevelopment of the area by private
28 enterprise or persons, and the objectives of the Project justify the proposed
29 activities as public purposes and needs;
- 30 (4) The developer of the Project property is the Company; and
- 31 (5) The Project advances the goals of the North Corridor Metropolitan
32 Redevelopment Area Plan by developing a vacant lot with a multi-family
33 residential development with approximately 24 residential units. The project

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1 will transform a vacant corner on the prominent 4th Street corridor, bringing
2 more residential activity and safety to a desolate area, thus contributing to the
3 economic development and stability of the North Corridor MR Area.

4 Section 3. THE PROJECT. The City shall acquire the Property, as described
5 in Exhibit A, for the purposes hereinabove described, and the Project shall be
6 located at all times within the corporate limits of the city and within the North
7 Corridor Metropolitan Redevelopment Area.

8 Section 4. APPLICATION APPROVAL.

9 A. The Application, as attached as Exhibit B, and made a part hereof, is
10 approved in all respects.

11 B. Prior to execution of the Project Documents and upon approval of
12 the Application, the Company shall provide to the City all documentation
13 required to ensure conformance with the Application and conditions for
14 approval as recommended by the Albuquerque Development Commission.

15 Section 5. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS;
16 ACTIONS TO BE TAKEN.

17 A. The form, terms, and provisions of the Project Documents in the
18 form on deposit in the office of the City Clerk, as attached as Exhibit C, and
19 made a part hereof, are in all respects approved, authorized, and confirmed.

20 B. The Mayor or Chief Administrative Officer of the City is authorized to
21 execute and deliver in the name and on behalf of the City, and the City Clerk or
22 Deputy City Clerk is hereby authorized to attest, as necessary, the Project
23 Documents with such changes therein as are not inconsistent with this
24 Resolution.

25 C. The Mayor, Chief Administrative Officer, Treasurer and City Clerk are
26 further authorized to execute, authenticate and deliver such certifications,
27 instruments, documents, letters and other agreements and to do such other
28 acts and things as are necessary or appropriate to consummate the
29 transactions contemplated by the Application and the Project Documents.

30 D. The officers of the City shall take such action as is necessary to
31 effectuate the provisions of the Application and shall take such action as is
32 necessary in conformity with the Act for the Project and for carrying out other

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1 transactions as contemplated by this Resolution, the Application and the
2 Project Documents.

3 E. The Project Documents shall not be executed until Construction of
4 the Project is complete, as exemplified by a final Certificate of Occupancy, or
5 prior at the sole discretion of the City. The Project Documents must be
6 entered into and effective within three years of the date of this Resolution.

7 Section 6. LEASE TERM. The Lease term shall not exceed seven years.

8 Section 7. FINDINGS REGARDING PROPERTY TAX ABATEMENT AND
9 OTHER MATTERS. The Council makes the following determinations and
10 findings:

11 A. The Company is committed to providing fair consideration under the
12 Lease through planned improvements to the Project property pursuant to the
13 Application, Project Documents, and the Act, and complying with the terms of
14 the Lease.

15 B. It shall not be necessary to deposit any amount in a controlled
16 account for the maintenance of the Project property.

17 C. The Lease requires that the Company maintain the Project property
18 in good repair and condition (excepting reasonable wear and tear) and carry
19 all proper insurance with respect to the Project property.

20 D. In accordance with Section 7-36-3.1, NMSA 1978, as amended and
21 supplemented, the Project property shall be exempt from property taxation on
22 the improvements to the Project for the shorter of the period of time in which
23 the City owns the Project or December 31 of the year in which the seventh
24 anniversary of the acquisition of the Project property by the City will occur.

25 Section 8. LIMITED OBLIGATIONS. Nothing contained in the Resolution or
26 in the Project Documents or any other instrument shall be construed as
27 obligating the City (except with respect to the Project property as provided in
28 the Project Documents), nor as incurring a pecuniary liability or a charge upon
29 the general credit of the City or against its taxing power, nor shall the breach
30 of any agreement contained in this Resolution, the Project Documents or any
31 other instrument be construed as obligating the City (except with respect to
32 the Project property as provided in the Project Documents), nor as incurring a
33 pecuniary liability or a charge upon the general credit of the City or against its

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1 taxing power, the City having no power to pay out of its general funds, or
2 otherwise contribute any part of the costs of constructing or furnishing the
3 Project property.

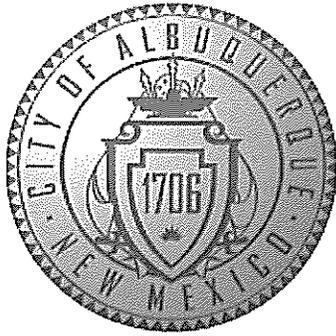
4 Section 9. APPROVAL OF INDEMNIFICATION. The Council specifically
5 approves the provisions of the Lease relating to indemnification which provide
6 that the Company shall indemnify and hold harmless the City and its City
7 Councilors, officials, members, officers, employees and agents against
8 liability to the Company, or to any third parties that may be asserted against
9 the City or its City Councilors, officials, members, officers, employees, or
10 agents with respect to the City’s ownership of the Project property and arising
11 from the condition of the Project property or the acquisition, construction, and
12 operation of the Project property by the Company, except to the extent Section
13 56-7-1, New Mexico Statutes Annotated, 1978 Compilation, applies, and except
14 claims for any loss or damage arising out of or resulting from the gross
15 negligence or willful misconduct of the City or any member, officer, employee
16 or agent of the City.

17 Section 10. REPEALER. All bylaws, orders, resolutions and ordinances, or
18 parts thereof, inconsistent with this Resolution are repealed by this Resolution
19 but only to the extent of that inconsistency. This repealer shall not be
20 construed to revive any bylaw, order, resolution or ordinance, or part thereof,
21 previously repealed.

22 Section 11. SEVERABILITY. If any section, paragraph, clause or provision
23 of this Resolution shall for any reason be held to be invalid or unenforceable,
24 the invalidity or unenforceability of that section, paragraph, clause or
25 provision shall not affect any of the remaining provisions of this Resolution.

26 Section 12. EFFECTIVE DATE. This Resolution shall take effect five days
27 after publication by title and general summary.

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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

November 7, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Relating to the approval of a redevelopment tax abatement for the 4th and La Plata multi-family residential development project, developed by 4th & La Plata, LLC

4th & La Plata, LLC (“Applicant”) has applied for a Redevelopment Tax Abatement (“RTA”) for the development of a currently vacant lot with a 24-unit multi-family apartment building with parking on the rear of the lot and streetscape improvements. The project site is located at the northeast corner of 4th Street and La Plata Road NW, in the North Corridor Metropolitan Redevelopment (MR) Area. The project will transform a vacant corner on the prominent 4th Street corridor, bringing more residential activity and safety to a desolate area, thus contributing to the economic development and stability of the North Corridor MR Area. The application for the RTA is attached to the project resolution.

The current year property tax bill for the property is \$1,215. Following completion of the Project, the new annual property tax amount is estimated to be \$49,502. The estimated cost savings of the property tax abatement on the Project, equivalent to the estimated taxes after development minus pre-development taxes, would be \$48,287 annually, or \$338,009 over a period of 7 years.

On October 16, 2025, the Albuquerque Development Commission recommended to City Council the approval of the 4th Street and La Plata Road multi-family Redevelopment Tax Abatement based on the following findings:

- The proposed activities under the Project aid in the elimination or prevention of slum or blight.
- The Project is consistent with the Comprehensive Plan for the City as a whole and the North Corridor Metropolitan Redevelopment Area Plan, and meets the threshold and application criteria of the Redevelopment Tax Abatement program.

- The Project affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the area by private enterprise or persons, and the objectives of the Project justify the proposed activities as public purposes and needs.
- The Project advances the goals of the North Corridor Metropolitan Redevelopment Area Plan by creating a new residential development, contributing to increased economic activity and safety in the area.

Relating to the approval of a redevelopment tax abatement for the 4th and La Plata multi-family residential development project, developed by 4th & La Plata, LLC

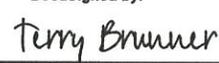
Approved:


Dr. Samantha Sengel Date
Chief Administrative Officer

Approved as to Legal Form:

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 11/17/2025 | 10:55 AM MST
1A21D96D32C74EE...
City Attorney Date

Recommended:

DocuSigned by:
 11/14/2025 | 1:33 PM MST
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Terry Brunner Date
Interim Director

Cover Analysis

- 1. What is it?** This resolution will approve a Redevelopment Tax Abatement (RTA) for a new residential multi-family development, located at the northeast corner of 4th St. NW and La Plata Rd. NW (“Project”) in the North Corridor Metropolitan Redevelopment (MR) Area. The Project will develop a currently vacant lot with a 24-unit multi-family apartment building with parking on the rear of the lot and streetscape improvements. The 7-year tax abatement will enable the transformation of a vacant corner on the prominent 4th Street corridor, bringing more residential activity and safety to a desolate area, thus contributing to the economic development and stability of the North Corridor Metropolitan Redevelopment Area (MR Area).
- 2. What will this piece of legislation do?** As provided for in the State Metropolitan Redevelopment Code, this resolution will allow the City to take title to the property and lease the property back to the developer for a seven-year period, during which time the property will be exempt from property tax increases. The applicant will continue to pay a payment-in-lieu-of-taxes (PILT) to Bernalillo County equivalent to the current pre-development property tax amount. The estimated value of the property tax abated on the Project is \$48,287 annually, or \$338,009 over the 7 years (estimated taxes after development minus PILT).
- 3. Why is this project needed?** The subject property is currently vacant, contributing no value to the surrounding neighborhood and little to the city’s tax base. In its current condition, the property is completely blighted and represents a hazard and an eyesore to the community. The redevelopment of the site will contribute to increased safety and improved conditions in the area by bringing more residential activity to the neighborhood, supporting local businesses, and thus meeting the goals of the North Corridor MR Area.
- 4. How much will it cost and what is the funding source?** The RTA program has a net-zero impact on the City's budget. MRA charges an administrative fee to cover staff time dedicated to the project. During the RTA period, the City continues to receive its portion of the PILT from Bernalillo County, so there is no loss of tax revenue. After the RTA period, there will be a net positive to the City's tax base due to redevelopment at the site and reassessed property values, which will have a long-term positive impact on property tax collections.
- 5. Is there a revenue source associated with this contract? If so, what level of income is projected?** The MRA will charge a one-time fee of approximately \$1,000 to effectuate the lease agreement with the developer. Then, during the 7-year tax abatement period, MRA will collect an annual administrative fee of approximately \$4,600 for 7 years. Following the 7-year tax

abatement period, the property taxes generated at the property are anticipated to increase from approximately \$1,215 to \$49,502, of which the City will receive its property tax share, increasing the City's tax base.

6. **What will happen if the project is not approved?** If the RTA is not approved, the project as proposed may not be financially viable. If left undeveloped, the project property will continue to remain blighted, and the North Corridor MR Area will lose the opportunity for the development of much-needed new housing units. The City will also lose out on its future increased property tax share anticipated after the RTA period.

7. **Is this service already provided by another entity?** No. MRA is the only City Department with the authority to extend development incentives to private developers.

EXHIBIT A



METROPOLITAN REDEVELOPMENT AGENCY

P.O. Box 1293

Albuquerque, NM 87103

(505) 810-7499

MRA-RTA@cabq.gov

OFFICIAL NOTICE OF RECOMMENDATION ALBUQUERQUE DEVELOPMENT COMMISSION

October 16, 2025

RE: ADC Case #: 2025-19

On October 16, 2025, the Albuquerque Development Commission (ADC) recommended approval of the Redevelopment Tax Abatement (RTA) to City Council for the new multi-family development of approximately 24 residential units, located at the northeast corner of 4th Street NW and La Plata Road NW in the North Corridor Metropolitan Redevelopment Area, to be developed by 4th & La Plata LLC, subject to the following findings and conditions of approval

Findings:

1. The proposed activities under the Project aid in the elimination or prevention of slum or blight.
2. The Project is consistent with the Comprehensive Plan for the City as a whole and the North Corridor Metropolitan Redevelopment Area Plan, and meets the threshold and application criteria of the Redevelopment Tax Abatement program.
3. The Project affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the area by private enterprise or persons, and the objectives of the Project justify the proposed activities as public purposes and needs.
4. The Project advances the goals of the North Corridor Metropolitan Redevelopment Area Plan by creating a new residential development, contributing to increased economic activity and safety in the area.

Conditions of Approval:

1. Prior to the start of construction, the applicant shall submit the final approved building permit plans to MRA staff for review for consistency with the Community Benefit Matrix and with the addition of a dog waste station shown in the landscaping plan.

2. The Applicant, at their own expense, shall collocate a promotional banner designed by MRA at the property line construction fencing, visible from the public right of way during the entire construction of the Project.
3. The Applicant shall after the final Certificate of Occupancy and prior to the signing of the Lease effectuating the Redevelopment Tax Abatement, request the presence of MRA staff and other City representatives at the discretion of MRA at a ribbon-cutting ceremony to mark the opening of the Project.
4. The Lease Documents required to execute the Redevelopment Tax Abatement shall not be executed until construction of the Project is complete, as exemplified by a final Certificate of Occupancy, or prior at the sole discretion of the City. The Lease must be entered into and effective within three (3) years of the date of City Council Approval, or the Project approval will be void, and the Lease term shall not exceed seven (7) years.



Tim Keller, Mayor



October 16, 2025

To: Albuquerque Development Commission

From: China Osborn, Redevelopment Project Manager

Subject: Redevelopment Tax Abatement for a 24-unit residential development project in the North Corridor MR Area, located at 4th St. and La Plata Rd. NW

ADC Case #: 2025-19

Executive Summary. 4th & La Plata LLC (the “Applicant”) requests approval of a Redevelopment Tax Abatement (RTA) for a new residential multi-family development, located at the northeast corner of 4th St. NW and La Plata Rd. NW (“Project”) in the North Corridor Metropolitan Redevelopment (MR) Area. The proposed project will develop a currently vacant lot with a 24-unit multi-family apartment building with parking on the rear of the lot and streetscape improvements. The project will transform a vacant corner on the prominent 4th Street corridor, bringing more residential activity and safety to a desolate area, thus contributing to the economic development and stability of the North Corridor MR Area.

The RTA, if approved, will freeze the property taxes at pre-development levels for 7 years after construction, making the project feasible and contributing to the elimination of “slum” and “blight” in the area. The approval of the RTA **does not** change zoning or approve any variances to zoning requirements for the project.

Project Description. The project is located at the northeast corner of 4th Street and La Plata Street, along a mixed-use corridor. The approximately 30,857 square foot (~ 0.71 acre) lot has never been developed, becoming an eyesore to this prominent corner of the North Corridor MR Area. The Project will construct a total of 24 one-bedroom residential units in a 2-story, 19,434 square-foot garden-style structure. The proposed development of the site includes resident parking in the rear of the building, accessible from La Plata Street, with 24 standard parking spaces, 3 EV parking spaces, and additional motorcycle and bicycle parking spaces. The project will also provide just under 8,500 sq. ft. of open space, with ample landscaping improvements, including the planting of 25 trees and a variety of shrubs, and the installation of publicly accessible seating.

(See Attachments A and B for site location, photos, and project design.)

Value of RTA. The project site consists of one parcel, and the estimated 2025 tax bill is \$1,215. Following completion of the project, the new annual property tax amount is estimated to be approximately \$49,502. Therefore, the estimated value of the property tax abated (*after development tax minus pre-development tax*) on the Project would be \$48,287 annually, or \$338,009 over a period of 7 years. This represents a cost savings of \$14,083 per residential unit built, helping contribute to the feasibility of this project.

The Applicant will be required to continue annual payments to the Bernalillo County Treasurer equal to the pre-development property taxes in the form of a Payment In Lieu of Taxes (PILT) and an administrative fee equal to 10% of the abated taxes to the Metropolitan Redevelopment Agency (MRA) during the 7-year abatement period.

Application Criteria. The following section summarizes how the project meets the RTA Threshold Criteria and Evaluation Criteria. The full Application and supplemental materials can be found in Attachment C of this report.

RTA Threshold Criteria

Criterion	Staff Evaluation
MR Area. Projects must be located in a designated MR Area with an approved MR Area Plan.	The project is located in the North Corridor MR Area, with an MR Area Plan approved in 2020. (See Attachment A for site location.) <i>The criterion is met.</i>
Site Control. Applicant must demonstrate site control.	The applicant submitted a property deed as proof of site control. <i>The criterion is met.</i>
Minimum Project Size. The scope of the Project must meet the following criteria: <ul style="list-style-type: none"> • Minimum hard construction costs of \$1 million; and • A minimum of <u>eight</u> residential units are created; <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • A minimum of <u>5,500 sq. ft.</u> of commercial space is created or put into active use. 	The Project meets two of the minimum size criteria: <ul style="list-style-type: none"> • The estimated total construction cost is approximately \$3 million; and • 24 residential units will be created <i>The criterion is met.</i>
Community Benefit. A Project must achieve a minimum Community Benefit score of 40 based on the Community Benefit Matrix.	The project scores 52 points. See the Community Benefit Matrix in the next section for details. <i>The criterion is met.</i>

Community Benefit Matrix

Category	Points Earned
Economic Impact	
<u>Housing Adds Density.</u> Project adds 24 units to ~0.70-acre site = 17 DU/acre	7
<u>Supports Local & Minority Businesses.</u> Legal Applicant entity is a local & minority business.	5
<u>Supports Local & Minority Businesses.</u> General Contractor is a local & minority business.	5
Sustainability	
<u>Water Efficiency.</u> Project will include high efficiency WaterSense-labeled fixtures and desert-friendly xeriscape landscaping.	6
<u>Shift to Electric.</u> Residential units include electric appliances only.	3
<u>Encourages Alternative Transportation.</u> Project provides minimum parking required; and includes bike storage.	5
<u>Green Spaces.</u> Project provides least 20% above the required landscaping and usable open space.	3
<u>Encourages Alternative Transportation.</u> Project does not provide more parking than minimally required by the IDO and more than one EV capable parking space.	5
<u>On-Site Electric Vehicle Charging Stations.</u> Project provides three EVSE installed parking spaces.	3

Placemaking	
<u>Streetscape Improvements.</u> Project includes widened sidewalks; public urban furniture; parking is located in the rear of the building.	5
Bonus Points for Residential Development	
<u>Adds Missing-Middle Housing.</u> Project adds housing to an urban infill lot of less than one acre in size (no minimum density required).	5
Total Points Earned	52

The project meets all required RTA Threshold Criteria.

RTA Evaluation Criteria

- ☒ **Criterion A: Removal of Blighted Conditions and Conformance with Metropolitan Redevelopment Area Plan.** The applicant must demonstrate that the Project meets the relevant Metropolitan Redevelopment Plan goals.
 - ☒ **Project results in the removal of slum or blighted conditions.**
 - ☒ **Project furthers the goals and objectives of the adopted Metropolitan Redevelopment Area Plan.**
 - ☒ **Relocation of existing residents and businesses has been/will be avoided.**

Staff Evaluation: The subject property is currently vacant. In its current condition, it provides no benefit to the surrounding community. The redevelopment of the site will only lead to increased safety and improved conditions in the area, bringing more residential and commercial activity to the corner and removing the current conditions of blight.

With respect to the Goals and Objectives of the Metropolitan Redevelopment Area Plan, the proposal supports the goal “Infill Development and Site Activation” by developing a long-vacant urban infill site, introducing residential use and streetscape improvements that contribute to the area's vibrancy and safety. The project also contributes to the “Public Realm Beautification” and “Enhanced Accessibility and Walkability” with a landscaping plan that pays attention to curb appeal, including publicly-accessible seating. The project will contribute to the visual improvement of the 4th Street corridor.

The project does not displace any existing residents or businesses on the subject property, because it is vacant land.

- ☒ **Criterion B: Design.** RTA Projects shall meet the following enhanced design criteria to ensure high-quality projects that are recognized as exemplary:
 - ☒ Buildings shall have exterior building materials and colors that are aesthetically pleasing and compatible with the overall site plan. Construction material shall provide variation in color, texture, and scale.
 - ☒ The development must meet the strictest of the Design Standards in the City’s Integrated Development Ordinance (IDO) applicable to the proposed use of the structure, regardless of zone district, as follows:
 - i. Residential, Multi-family and Mixed-use see IDO Subsection 5-11(E)
 - ii. Non-residential see IDO Subsection 5-11(F)
 - iii. Industrial see IDO Subsection 5-11(G)

Staff Evaluation: The Applicant has submitted renderings of the proposal (See Attachment B), showing that the colors of the proposed building are consistent with one of the City’s recommended color palettes. The proposed design provides visual interest and

aesthetically pleasing elements, such as balconies. The development meets the strictest of the Design Standards in the City's Integrated Development Ordinance (IDO) for mixed-use buildings.

- ☒ **Criterion C: Applicant Experience.** Applicant must demonstrate a record of financing, constructing, and managing Projects of this type and size, and provide convincing evidence that the Project will be completed.

Staff Evaluation: The Applicant has provided sufficient evidence of their development experience, listing projects that include new development or redevelopment of both commercial and residential projects, including over 130 residential units over the last 19 years.

The project meets all required RTA Evaluation Criteria.

Recommendation: Subject to the following findings and conditions of approval, that the ADC recommends approval of the Redevelopment Tax Abatement to City Council for the new multi-family development of approximately 24 residential units, located at the northeast corner of 4th Street NW and La Plata Road NW in the North Corridor Metropolitan Redevelopment Area, to be developed by 4th & La Plata LLC.

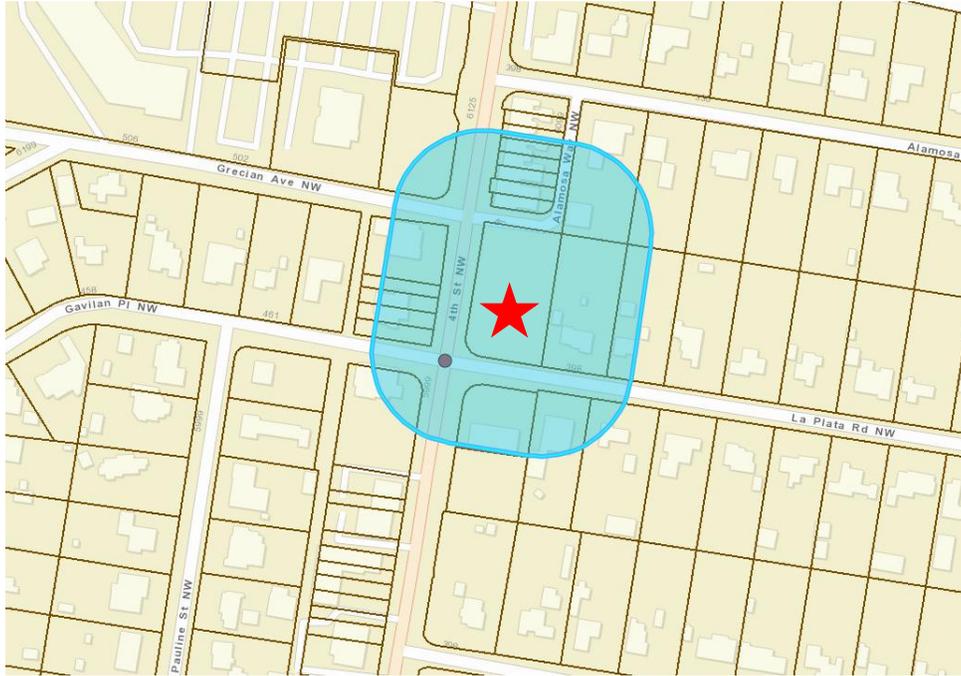
Findings:

1. The proposed activities under the Project aid in the elimination or prevention of slum or blight.
2. The Project is consistent with the Comprehensive Plan for the City as a whole and the North Corridor Metropolitan Redevelopment Area Plan, and meets the threshold and application criteria of the Redevelopment Tax Abatement program.
3. The Project affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the area by private enterprise or persons, and the objectives of the Project justify the proposed activities as public purposes and needs.
4. The Project advances the goals of the North Corridor Metropolitan Redevelopment Area Plan by creating a new residential development, contributing to increased economic activity and safety in the area.

Conditions of Approval:

1. Prior to the start of construction, the applicant shall submit the final approved building permit plans to MRA staff for review for consistency with the Community Benefit Matrix.
2. The Applicant, at their own expense, shall collocate a promotional banner designed by MRA at the property line construction fencing, visible from the public right of way during the entire construction of the Project.
3. The Applicant shall after the final Certificate of Occupancy and prior to the signing of the Lease effectuating the Redevelopment Tax Abatement, request the presence of MRA staff and other City representatives at the discretion of MRA at a ribbon-cutting ceremony to mark the opening of the Project.
4. The Lease Documents required to execute the Redevelopment Tax Abatement shall not be executed until construction of the Project is complete, as exemplified by a final Certificate of Occupancy, or prior at the sole discretion of the City. The Lease must be entered into and effective within three (3) years of the date of City Council Approval, or the Project approval will be void, and the Lease term shall not exceed seven (7) years.

Attachment A
Site Location



Site Photos



View from S property line (La Plata) looking N



View from W Property Line, looking NE towards adjacent neighborhood

Attachment B Project Design & Renderings

Proposed Project (Rendering):



(Subject to change.)

View from 4th Street NW, looking NE

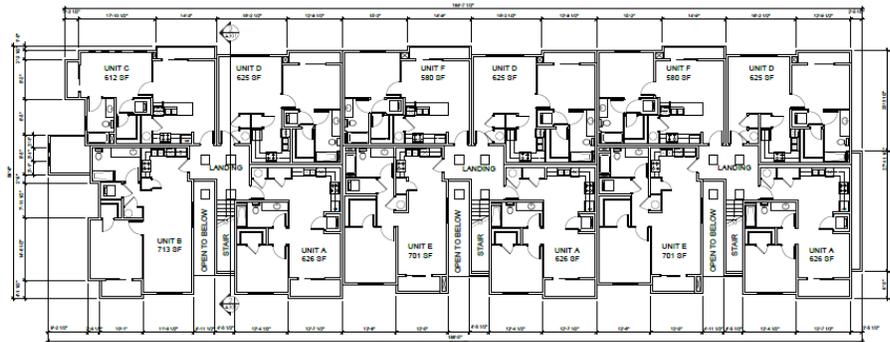
Proposed Site/Landscape Plan:

Plant material type (ARCS types)	Minimum size
Decorative Street Trees	2 in. caliper 4 in. above grade
Decorative Accent Trees	1.5 in. caliper 6 in. above grade or 6 ft. in height
Evergreen Tree	6 ft. in height
Multi-trunk Tree	Minimum 2 trunks with a combined caliper of 2 in.
Shrub	1 gallon container size
Ground cover and turf	Adequate to provide general ground cover within 3' growing season after planting.

- GENERAL ZONING NOTES**
1. ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED IN ON A PUBLIC WORK ORDER.
 2. LANDSCAPING, FENCING AND SIGNS WILL NOT INTERFERE WITH CLEAR RIGHT REQUIREMENTS. THEREFORE, SIGN, WALLS, TREES AND BUSHES BETWEEN 3 AND 3 FEET SHALL BE SHELDED FROM THE GUTTER PAIR WILL NOT BE ACCEPTABLE IN THE CLEAR RIGHT TRIANGLE.
 3. ALL PAVING SHALL BE ASPHALT UNLESS NOTED OTHERWISE, REF. DETAIL THIS SHEET.
 4. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH DO SECTION 5-4 (G).
 5. ALL OUTDOOR LIGHT FIXTURES SHALL BE LED. FIXTURES TO WHITS OR GREATER SHALL BE SHELDED USING FULL CUTOFF LIGHT FIXTURES.
 6. BUILDING MOUNTED SIGNS SHALL BE EXTERNALLY ILLUMINATED AND SHALL NOT EXTEND MORE THAN 3 FEET ABOVE THE EXTERIOR WALLS OF THE BUILDING.
 7. ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER.
 8. RECESS WINDOWS 2 INCHES
 9. LANDSCAPE MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
 10. IT IS THE INTENT OF THIS PLAN TO COMPLY WITH THE CITY OF ALBUQUERQUE WATER CONSERVATION, LANDSCAPING AND WATER WASTE ORDINANCE PLANTING RESTRICTION APPROACH.
 11. ALL LANDSCAPING WILL BE IN CONFORMANCE WITH THE CITY OF ALBUQUERQUE ZONING CODE, STREET TREE ORDINANCE, POLES, ORDINANCE AND WATER CONSERVATION, LANDSCAPING AND WATER WASTE ORDINANCE. IN GENERAL, WATER CONSERVATIVE, ENVIRONMENTALLY SOUND LANDSCAPE PRACTICES WILL BE FOLLOWED IN DESIGN AND INSTALLATION.
 12. PLANT SEED SHALL ACHIEVE 75% LIVE GROUND COVER BY YEAR 1.
 13. OF BROWN GRAVEL OVER FILTER FABRIC SHALL BE PLACED IN ALL LANDSCAPE AREAS WHICH ARE NOT DESIGNATED TO RECEIVE NATIVE SEED.
 14. IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
 15. FINAL LANDSCAPING LAYOUT AND DESIGN TO BE DETERMINED UPON RECEIPT OF FINAL GRADING PLAN.
 16. NO PARKING SPACE SHALL BE MORE THAN 50' FROM A TREE TRUNK.
 17. TREE CANOPY COUNTS TOWARD 75% OF REQUIRED GROUND COVER FOR LANDSCAPE AREAS UP TO 10000.
 18. CLEAR SITE TRIANGLE IS SUBJECT TO APPROVAL OF THE CITY OF ALBUQUERQUE TRANSPORTATION DEPARTMENT.
 19. LOCATION, QUANTITY AND HEIGHT OF LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE CITY OF ALBUQUERQUE ZONING DEPARTMENT.

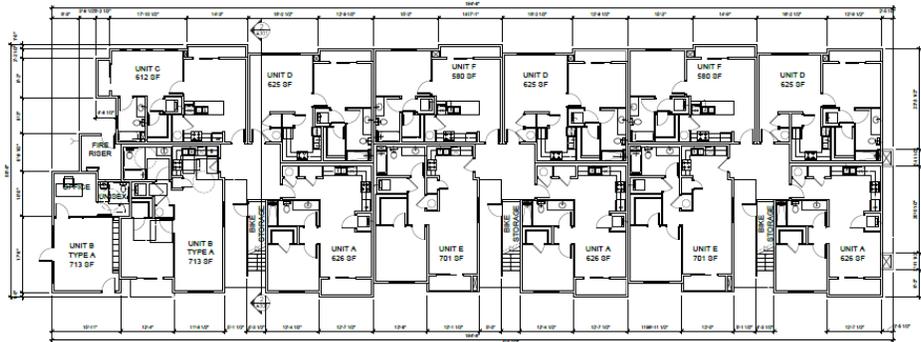


Floor Plans:



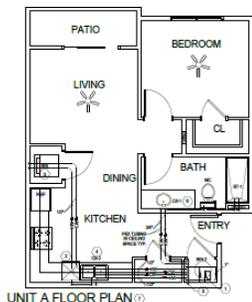
SECOND LEVEL FLOOR PLAN

SCALE: 1/8" = 1'-0"

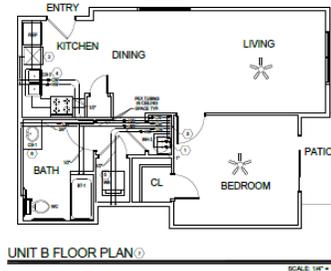


FIRST LEVEL FLOOR PLAN

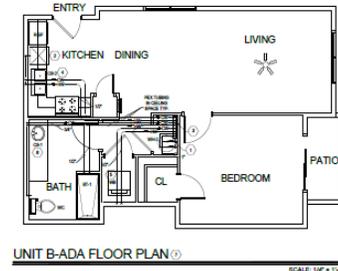
SCALE: 1/8" = 1'-0"
NORTH



UNIT A FLOOR PLAN



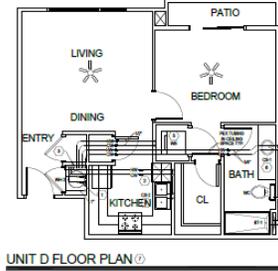
UNIT B FLOOR PLAN



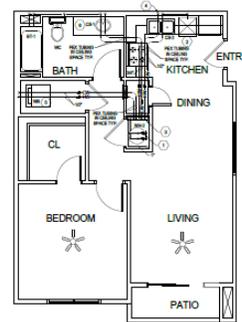
UNIT B-ADA FLOOR PLAN



UNIT C FLOOR PLAN



UNIT D FLOOR PLAN



UNIT E FLOOR PLAN



UNIT F FLOOR PLAN

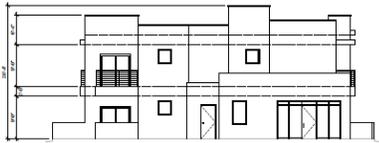
SCALE: 1/4" = 1'-0"

Elevations:



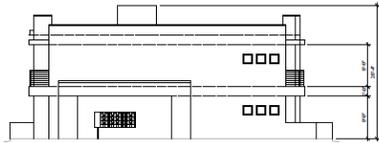
EAST ELEVATION

SCALE: 1/8" = 1'-0"



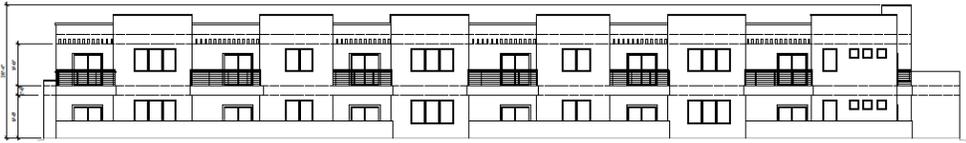
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT B

Project Application on following pages.

METROPOLITAN REDEVELOPMENT TAX ABATEMENT APPLICATION FORM

Name of Project

Location of Project

Legal Description of All Parcels

Bernalillo County UPC Code of all Parcels

Applicant Name

Contact Person

Telephone

Email

Address

Amount of Fee Submitted

Total Project Square Footage

Building Construction Type

Estimated Building Permit Valuation (Include Formula, see Appendix E)

Form of Documented Site Control included in Application

Warranty deed

Option to purchase (expires no sooner than 4 months from application date)

Long term lease (at least 50 years)

Project Size

Number of additional residential units created by project

Total square feet of commercial space

Total Parcel(s) Acreage

Number of Stories

PROJECT INFORMATION

1. Description of Proposed Development

The proposed development is a two-story, 24-unit garden-style multifamily community located at the northeast corner of 4th Street NW and La Plata NW in Albuquerque. The building will total approximately 19,434 square feet and will be constructed using traditional wood-frame methods. Designed in the Contemporary Southwest architectural style, the development will offer thoughtfully designed one-bedroom units with a focus on energy efficiency, walkability, and community-centered design. This project adds a meaningful increase in housing density to an urban infill site, contributing to the revitalization of the 4th Street corridor.

2. Existing Site Conditions

The development site is currently vacant land. Recently, accessible sidewalks were added along both the west and south property lines, improving pedestrian access and connectivity. The surrounding area consists of a diverse mix of land uses: commercial properties to the south and west, a high-density residential townhome development directly to the north, and single-family homes located east along La Plata. The property is shovel-ready with no existing structures and no significant demolition or site remediation required.

3. Entitlements

The property is currently zoned MX-T (Mixed-Use: Transition), which allows for a variety of residential and commercial uses. The proposed development is fully compliant with current zoning and does not require any variances or additional entitlements to proceed. The project has been designed to align with existing regulations and site constraints, supporting an efficient and straightforward path to permitting and construction.

COMMUNITY BENEFIT SUMMARY

The proposed 24-unit multifamily development provides measurable and meaningful community benefits that align with the goals of the Metropolitan Redevelopment Agency (MRA) and the priorities outlined in the Community Benefit Matrix.

Adds Housing Density

This project introduces 24 new one-bedroom rental units to a centrally located, underutilized infill parcel, directly contributing to the city's goals of increasing urban housing density in transit-accessible, walkable corridors. As "missing middle" housing, this scale and design offer an attainable alternative to both single-family homes and large apartment complexes.

Locally Owned Applicant Entity

The development entity is both locally based and woman led. This reflects the MRA's emphasis on supporting inclusive economic development and investing in historically underrepresented developers. The project is led by a woman with prior experience in real estate investment and redevelopment, now stepping forward as the lead developer on this project.

Locally and Minority-Owned General Contractor

The selected general contractor for this project is both locally based and minority-owned. This ensures that public benefit dollars support local workforce development, job creation, and equitable economic opportunity within Albuquerque.

Sustainable Building Features

The project is designed with a focus on long-term sustainability and operational efficiency:

- **Renewable Energy Ready:** The roof will be stubbed out for future solar panel installation, enabling renewable energy integration without costly retrofits.
- **Water Conservation:** The site landscaping will be over 80% xeriscaped, and all interior fixtures will be WaterSense labeled, significantly reducing water usage.
- **All-Electric Appliances:** The building will use only electric appliances—no natural gas—supporting a transition to cleaner energy and aligning with broader carbon-reduction goals.

Alternative Transportation Infrastructure

The development meets minimum parking requirements under the Integrated Development Ordinance (IDO) and includes enhanced support for non-vehicle-based transportation options:

- Bicycle parking and secure bike storage
- Two EV-ready parking spaces
These features encourage alternative commuting options and help reduce the development's long-term carbon footprint.

Urban Infill and Site Optimization

Located on an infill lot of less than one acre, this project puts underutilized land to productive use while respecting the surrounding neighborhood context. The building footprint aligns with minimum setbacks, ensuring efficient land use and compatibility with adjacent residential and commercial properties.

REMOVAL OF BLIGHTED CONDITIONS AND CONFORMANCE WITH METROPOLITAN REDEVELOPMENT AREA PLAN

1. Removal of Slum or Blighted Conditions

The project directly addresses conditions defined as slum or blight under the Metropolitan Redevelopment Code. The site is currently a vacant and underutilized lot that has seen little to no private investment or activation in recent years. Its status as a dormant property on a key corridor contributes to the perception of disinvestment and lack of neighborhood vitality. By

developing this parcel with new housing, infrastructure, and landscaping, the project reverses these trends and brings sustained investment and activity to the area.

2. Alignment with MRA Plan Goals and Objectives

The project supports multiple objectives of the adopted Metropolitan Redevelopment Area (MRA) Plan:

- **Enhanced Accessibility and Walkability:** By capitalizing on recently improved sidewalks and investing in landscaping along the street frontages, the project enhances the pedestrian experience and encourages greater connectivity within the neighborhood.
- **Infill Development and Site Activation:** The project activates a long-vacant urban infill site, introducing residential use and streetscape improvements that contribute to the area's vibrancy and safety.
- **Public Realm Beautification:** With thoughtfully designed xeriscaping and attention to curb appeal, the project will contribute to the visual improvement of the 4th Street corridor.
- **Affordable and Attainable Housing:** By offering 24 modestly sized one-bedroom units, the development helps address the pressing need for reasonably priced rental housing in a centrally located area.

Our team deliberately selected this parcel because it is within an MRA boundary, and we believe our private investment will serve as a catalyst for continued revitalization of the corridor in alignment with the city's long-range planning goals.

3. Demolition of Structures

No building demolition is required for this project. The site is vacant land and therefore allows for immediate development without displacing existing structures or incurring additional environmental or demolition-related costs.

4. Relocation of Businesses or Residents

No relocation of existing businesses or residents is necessary. The parcel is unoccupied and has no existing tenants or active use. This ensures the development can proceed without negatively impacting current community members or requiring relocation assistance.

DESIGN A.

The building design features a modern and cohesive palette of stucco and fiber cement panels in complementary earth tones, including soft beige and warm brown. These materials were selected for durability and long-term visual appeal while harmonizing with the surrounding built

environment. Variation in color and texture is achieved through the strategic placement of darker tones at recessed volumes and lighter colors on projecting masses, creating depth and architectural interest. Additionally, metal balcony railings and canopies provide contrasting materiality and scale variation across elevations.

The building elevations along both the public street and the customer parking lot have been thoughtfully modulated to meet and exceed the city's design requirements. Facades include regularly spaced vertical offsets greater than four feet in depth, expressed through projecting units, recessed balconies, and varied wall planes. These offsets occur at intervals under 50 feet, creating rhythm and reducing the visual massing of the building. Approximately 10% of each street-facing and parking-facing elevation is modulated, and those modulations extend through more than 40% of the building height, contributing to a human-scale and visually engaging development.

APPLICANT EXPERIENCE

The development team behind this project brings a strong combination of local expertise, relevant experience, and successful past collaboration in multifamily and mixed-use development.

The lead developer, Shastyn Blomquist, is a local real estate professional with a track record of hands-on involvement in multiple redevelopment projects in New Mexico. She provided majority funds to purchase the land for this development and has put together an investor group. As the primary principal of the applicant entity—which is both woman-directed and locally owned—Shastyn brings strategic vision and operational experience to the table. In her previous ventures with her former partner, Mark Friedman, Shastyn played an active and engaged role in strategy development and deal analysis. Her contributions ranged from feasibility studies to navigating project execution. These past experiences have equipped her with a strong foundation to successfully lead the proposed multifamily project.

The architectural partner, Scott C. Anderson & Associates Architects, has designed a multitude of large apartment complexes and has been a driving force behind the transformation of 4th Street from Menaul to Montañó. Their portfolio of work includes a mix of residential and mixed-use developments that prioritize walkability and Southwest architectural integrity—an approach directly aligned with this project's goals.

The general contractor, J&S Development, Inc. (Jose Rodriguez) has served as the general contractor and builder on many of the architect's past projects and has a strong reputation for delivering multifamily developments on time and on budget. The contractor is both locally- and minority-owned, and has demonstrated success in partnering with development entities on projects larger in scope and scale than the one proposed here.

The financial structure of the development is grounded in committed, family-based equity investment. Alongside Shastyn Blomquist, the investor group includes the aforementioned partner Mark Friedman and their two sons, Connor and Adam Friedman, along with the architect and contractor as equity stakeholders upon project completion. This family partnership reflects a generational commitment to contributing positively to the local built environment and to creating long-term value in Albuquerque neighborhoods.

The combined qualifications and proven collaboration history of the development team, architect, and contractor provide a strong foundation for successful project delivery. Together, they bring deep local knowledge, hands-on development experience, and a shared vision for revitalizing underutilized urban infill sites with context-sensitive, high-quality housing.

Community Benefit Matrix for Redevelopment Tax Abatement

APPENDIX B

Category. Subcategory.	Total Points Available	Points Earned by Applicant	Additional information required with application and /or at building permit
Economic Impact: Pockets of commercial activity can be impactful to communities, by supporting local and small businesses. Small and mid-size commercial and residential projects are prioritized as part of a strategy to focus on in-fill developments that create vibrant urban districts. Additionally, projects that support underrepresented populations will be prioritized.	Total Points Available per Subcategory	Points Earned (fill in white boxes)	Additional information required to qualify for points, submitted at:
<i>(Choose one category.)</i>			
Community-Scale Commercial			
5,500 - 15,000 square feet: Retail, commercial, or artisan or light manufacturing space (for commercial user and not to be used as residential leasing or amenity space)	5		Application: Site plan/floor plans with calculation Building Permit: confirm on site plan with calculation Lease: Annual occupancy reporting requirements will be written into lease.
Large-Scale Commercial or Industrial			
-OR-			
Over 15,000 square feet: Large retail, commercial, or industrial space, includes a flexible design concept for access, loading, or other infrastructure or facilities to allow for a variety of uses and tenants, both current and future.	3		Application: In narrative & site plan/floor plans with design concept Building Permit: Confirm on site plan Lease: Annual occupancy reporting requirements will be written into lease.
Maximum Points for Subcategory			
	5	0	
Shared uses: Interior commercial and/or retail spaces will have a shared-business model, such as a food hall, craft or artisan market, etc.	5		Application: In narrative & site plan/floor plans showing shared space and how it will be used Building Permit: Confirm on site plan Lease: Annual occupancy reporting requirements will be written into lease.
Maximum Points for Subcategory			
	5	0	
Housing - Adds Density: Mixed-Use and Residential-only Projects.			
Choose one.			
8 - 16 du/acre	5		Application: Provide site plan with calculation Building Permit: Confirm on site plan with calculation
16.01 - 32 dwelling units/acre	7	7	
32.01 - 48 dwelling units/acre	9		
> 48.01 dwelling units/acre	10		
Maximum Points for Subcategory			
	10	7	
Creates Affordable or Workforce Housing. Housing must meet Federal/City HHH Dept. definitions and guidelines for affordable and/or workforce housing available to residents at or below 80% AMI to receive points in this category. Choose one (select most appropriate by rounding up or down to the nearest whole number)			
< 20% of the residential units will be affordable	2		Application: Provide site plan with calculation
21% - 50% of the residential units will be affordable	4		
> 50% of the residential units will be affordable	5		
Maximum Points for Subcategory			
	5	0	
Supports Local and Underrepresented Businesses.			
Legal applicant entity is a minority, LGBTQ+, veteran, or women-owned	3	3	Application: Applicable third party certification
Legal applicant entity is a local business	2	2	Application: W-9 self-certification; business license
General Contractor is a minority, LGBTQ+, veteran, or women-owned	3	3	Application: Applicable third party certification
General Contractor is a local businesses	2	2	Application: W-9 self-certification; business license

Maximum Points for Subcategory	10	10	
Total Available Points for Category	35	17	
Sustainability: To counteract the urban heat-island effect and the disproportionate impact of climate change on disenfranchised communities, priority will be given to projects that incorporate sustainable design practices into the development.	Total Points Available per Subcategory	Points Earned (fill in white boxes)	Additional information required to qualify for points, submitted at:
Reuse of Existing Structures. <i>If/when feasible and appropriate given existing site conditions. Choose one.</i>			
25% of project footprint utilizes existing structures	3		Application: Conceptual site plan with calculation
50% of project footprint utilizes existing structures	5		Building Permit: Confirm on site plan
Maximum Points for Subcategory	5	0	
On-Site Renewable Energy. On-site generated renewable energy will meet at	12		Application: Calculation letter by professional electrical engineer
Maximum Points for Subcategory	12	0	
Sustainable Building Design and Construction. <i>Please chose one of the following two subcategories if seeking sustainable construction points. The assumption is that if the project is LEED compliant, energy efficiency will be met. If the project is not LEED compliant, then points may be gained by adding energy efficient components.</i>			
LEED			
Leadership in Energy & Environmental Design (LEED), or Equivalent,			
LEED Certified	8		Application: Provide a description of specific LEED certification sought (e.g., for Building Design & Construction, for Building Operations & Maintenance), as well as level (e.g., Certified, Silver, Gold, or Platinum) and how the applicant intends to meet requirements.
LEED Silver	10		
LEED Gold	12		
LEED Platinum	15		
Integrated Energy Efficiency	-OR-		
Water Efficiency (fixtures). *ABCWUA Watersmart Application (Install high efficiency WaterSense-labeled fixtures and water efficient equipment);	3	3	Application: Submit ABCWUA Water Smart CPR application Building Permit: Approved ABCWUA Water Smart CPR application
Water Efficiency (landscape). *ABCWUA Xeriscape rebate application (at	3	3	Application: Submit ABCWUA Xeriscape rebate application (requires inspection)
Shift to Electric. Residential units do not include gas hookups (i.e., no gas	3	3	Application: Narrative description
Cool/Permeable Parking. Project includes cool surface treatments, such as cool pavements, or surface parking is permeable or porous pavement, gravel or another permeable surface. Handicap spaces are exempt from permeable surface material requirements to meet ADA requirements. For parking structures, cool treatment is applied to surface parking/top level of parking garage or green roof is installed.	3		Application: Detailed site plan for the parking lot showing pavement material Building Permit: Confirm site plan
Green Spaces. Landscaping or usable open space is at least 20% above required IDO requirements; OR rooftop garden covers at least 15% of rooftop area.	3	3	Application: Detailed landscape plan showing pavement materials, along with number, location and coverage of plantings; OR Roof plan showing measurements of total and green roof area. Building Permit: Confirm landscape and site plan NEED G-100
Maximum Points for Subcategory	15	12	
Sustainable Development Patterns			
Encourages Alternative Transportation. Project cannot provide more	5	5	Application: Site plan with parking calculations and dedicated rideshare loading space;
On-Site Electric Vehicle Charging Stations. For projects less than 100	3	3	Application: Narrative statement

Maximum Points for Subcategory	8	8	
Total Available Points for Category	40	20	
Placemaking: Projects that preserve and protect neighborhood	Available per	(fill in white)	Additional information required to qualify for points, submitted at:
Historic Preservation. <i>If applicable.</i>			
Project protects and preserves historic structures, districts, sites, objects, or	7		Application: Documentation of historic registration and description of how the asset will
Project preserves historically or culturally significant signage, exterior	3		Application: Narrative statement
Maximum Points for Subcategory	10	0	
Enhanced Streetscape			
Minimum Setback. Building structure or outdoor seating area edge (if	5		Application: Provide site plan/landscape plan
Streetscape Improvements. Project includes at least <u>two</u> improvements to increase walkability and the pedestrian urban experience, such as the following: 1. Widened sidewalks by at least 2-feet above IDO minimum 2. Urban furniture components with public access (e.g., benches, chairs, etc.) 3. Pedestrian-scale lighting along sidewalk 4. Parking is located in rear of building 5. Other streetscape amenity or improvement as approved by MRA	5	5	Application: Provide site plan/landscape plan and include description of which streetscape improvements are being met. Request more instructions from MRA staff for earning increased landscaping points Building Permit: Confirm on site/landscape plan
Maximum Points for Subcategory	10	5	
Culture, Art & Community.			
Project includes a mural that is at least 64 square feet that is within prominent	5		Application: Provide site plan
Project includes a significant artistic feature such as sculpture, artistic lighting,	5		Application: Provide site plan
Project includes a meeting or gathering space that is available to the public or	5		Application: Provide site plan and explanation of IDO usable open space minimum
Maximum Points for Subcategory	15	0	
Rooftop or Elevated Deck. Project includes an outdoor deck on the second floor or higher. Deck must be at least 500 square feet. Deck must be available for use by public patrons such as hotel guests/restaurant or bar patrons/office users (dependent on building type). Rooftop decks available exclusive for residential users does not qualify.	5		Application: Provide site plan/landscape plan Building Permit: Confirm on site/landscape plan
Maximum Points for Subcategory	5	0	
Safety and Security. Project incorporates Crime Prevention Through Environmental Design (CPTED) principles: <u>Natural Surveillance</u> - Encourage "eyes everywhere" by shaping the environment to allow easy visibility; <u>Territorial Reinforcement</u> - Establish boundaries to promote ownership and protection; <u>Access Control</u> - Limit entry and egress points; <u>Maintenance and Management</u> - Keep the environment safe and well-maintained.	5	5	Application: Provide site plan and narrative (APD review of site plan at application) Building Permit: Confirm on site plan, architecture plans P5 Site Plan
Maximum Points for Subcategory	5	5	
Total Available Points for Category	45	10	
TOTAL POINTS FOR ALL CATEGORIES	120	47	
BONUS POINTS			
Bonus Points for Residential Developments	Available per	Applicant	Additional information required to qualify for points, submitted at:
Universal Design Standards. More than 20% of the units meet universal	5		Application: Project narrative, provide site plan/building drawings with notes
Activates Neighborhood. Project reactivates or removes a structure that has	5		Application: Narrative statement

Adds Missing-Middle Housing. Project adds housing to an urban infill lot of	5	5	Application: Narrative statement
TOTAL AVAILABLE BONUS POINTS	15	5	
	Required	Total Points Earned	Minimum Required Points = 30%(Total Points for all Categories)
TOTAL POINTS	40	52	

MRA Area Map - North Corridor
Subject Property: NEC 4th St. & La Plata Rd. NW

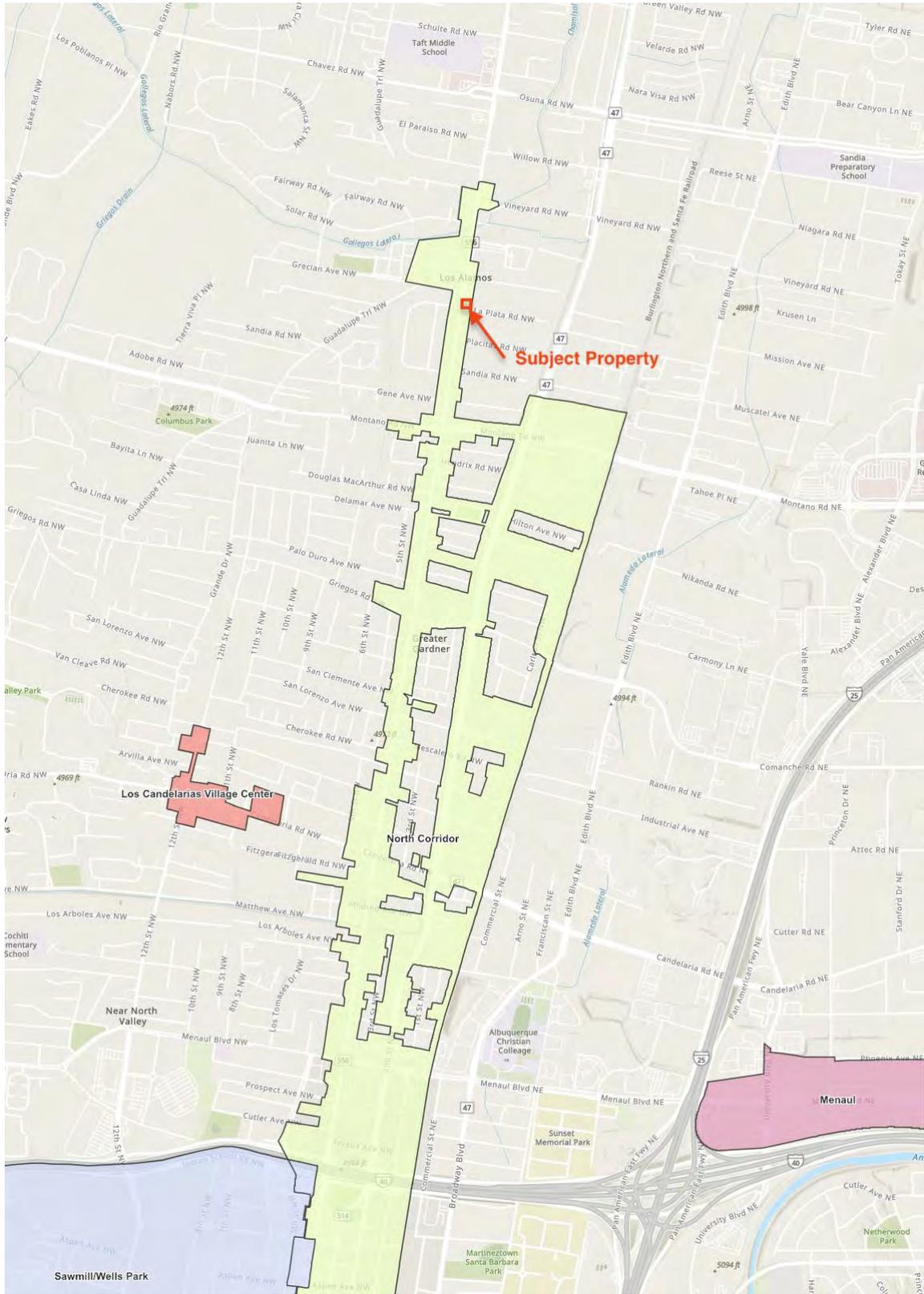
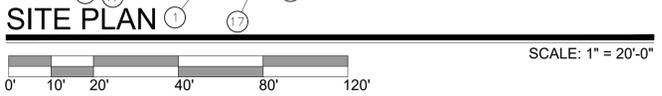


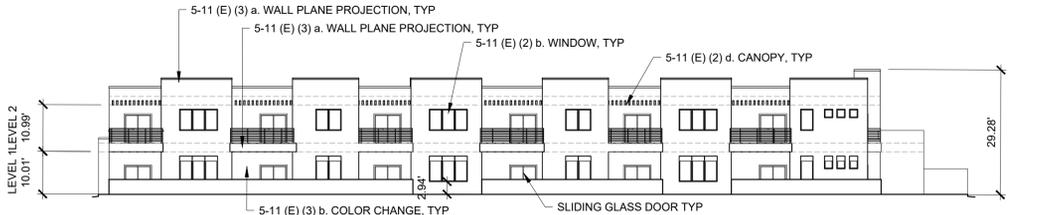
Table 5-6-1: Minimum Plant Sizes	
Plant material type (ANSI types)	Minimum size
Deciduous Street Trees	2 in. caliper 6 in. above grade
Deciduous Accent Trees	1.5 in. caliper 6 in. above grade or 6 ft. in height
Evergreen Tree	6 ft. in height
Multi-trunk Tree	Minimum 2 trunks with a combined caliper of 2 in.
Shrubs	1 gallon container size
Ground cover and turf	Adequate to provide general ground cover within 1 growing season after planting

GENERAL ZONING NOTES:

- ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED IN ON A PUBLIC WORK ORDER.
- LANDSCAPING, FENCING AND SIGNING WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.
- ALL PAVING SHALL BE ASPHALT UNLESS NOTED OTHERWISE, REF. DETAIL THIS SHEET.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH IDO SECTION 5-5 (G).
- ALL OUTDOOR LIGHT FIXTURES SHALL BE LED. FIXTURES 70 WATTS OR GREATER SHALL BE SHIELDED USING FULL CUTOFF LIGHT FIXTURES.
- BUILDING MOUNTED SIGNS SHALL BE EXTERNALLY ILLUMINATED AND SHALL NOT EXTEND MORE THAN 2 FEET ABOVE THE EXTERIOR WALLS OF THE BUILDING.
- ALL BROKEN OR CRACKED SIDEWALK MUST BE REPLACED WITH SIDEWALK AND CURB & GUTTER.
- RECESS WINDOWS 2 INCHES
- LANDSCAPE MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- IT IS THE INTENT OF THIS PLAN TO COMPLY WITH THE CITY OF ALBUQUERQUE WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE PLANTING RESTRICTION APPROACH.
- ALL LANDSCAPING WILL BE IN CONFORMANCE WITH THE CITY OF ALBUQUERQUE ZONING CODE, STREET TREE ORDINANCE, POLLEN ORDINANCE, AND WATER CONSERVATION LANDSCAPING AND WATER WASTE ORDINANCE. IN GENERAL, WATER CONSERVATIVE, ENVIRONMENTALLY SOUND LANDSCAPE PRINCIPLES WILL BE FOLLOWED IN DESIGN AND INSTALLATION.
- PLANT BEDS SHALL ACHIEVE 75% LIVE GROUND COVER AT MATURITY.
- SF BROWN GRAVEL OVER FILTER FABRIC SHALL BE PLACED IN ALL LANDSCAPE AREAS WHICH ARE NOT DESIGNATED TO RECEIVE NATIVE SEED.
- IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- FINAL LANDSCAPING LAYOUT AND DESIGN TO BE DETERMINED UPON RECEIPT OF FINAL GRADING PLAN.
- NO PARKING SPACE SHALL BE MORE THAN 50'-0" FROM A TREE TRUNK.
- TREE CANOPY COUNTS TOWARD 75% OF REQUIRED GROUND COVER FOR LANDSCAPE AREAS UP TO 100SF.
- CLEAR SITE TRIANGLE IS SUBJECT TO APPROVAL OF THE CITY OF ALBUQUERQUE TRANSPORTATION DEPARTMENT
- LOCATION, QUANTITY AND HEIGHT OF LANDSCAPING IS SUBJECT TO THE APPROVAL OF THE CITY OF ALBUQUERQUE ZONING DEPARTMENT



- KEYED NOTES
- NEW DRIVE CUT REF CITY OF ALBUQUERQUE STANDARD DETAIL 2426 FOLLOW PARALLEL RAMP DETAIL, NOTE DETAIL 2446 FOR DETECTABLE WARNING SURFACE.
 - 8 SPACE BIKE RACK, REF DETAIL THIS SHEET
 - MOTORCYCLE PARKING SIGN REF DETAIL THIS SHEET
 - H.C. PARKING SIGN, REF DETAIL ON THIS SHEET
 - EXISTING FIRE HYDRANT
 - IRRIGATION BOX
 - NEW 6" SIDEWALK, 2% MAX CROSS SLOPE, 1.5% PREFERRED CROSS SLOPE, REFERENCE CITY OF ALBUQUERQUE STANDARD DETAIL 2430
 - ELECTRIC CHARGING STATION
 - FIRE DEPT. CONNECTION
 - HC PARKING SYMBOL
 - 6' CMU WALL
 - CURB, REF DETAIL THIS SHEET
 - EXISTING PROPERTY LINE
 - VEHICULAR GATE
 - EXISTING POWER POLE.
 - KNOX BOX
 - CLEAR SIGHT TRIANGLE. LANDSCAPING, FENCING AND SIGNING WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES AND SHRUBBERY BETWEEN 3 AND 8 FT TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE
 - EXISTING CURB RAMP, REFERENCE CITY OF ALBUQUERQUE STANDARD DETAIL 2418, NOTE DETAIL 2446 FOR DETECTABLE WARNING SURFACE
 - ELECTRIC CHARGING STATION
 - REFUSE CONTAINER, REF DETAIL THIS SHEET
 - RECYCLING CONTAINER, REF DETAIL THIS SHEET
 - CURB RAMP, REFERENCE CITY OF ALBUQUERQUE STANDARD DETAIL 2443, DRAWING C.
 - EXISTING 6" PUE
 - 15' MAX SETBACK PER IDO
 - EXISTING STORM WATER CURB INLET
 - NEW RETAINING WALL W/ 3'-6" GUARDRAIL CAP
 - EXISTING TRAFFIC SIGNAL
 - EXISTING TELECOM BOX
 - EXISTING TRANSFORMER
 - EXISTING TRAFFIC CONTROL VAULT
 - NEW 6' CMU WALL
 - EXISTING CURB
 - BUILDING ENTRANCE
 - PUBLIC BENCH



ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER



NOTE:
ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED IN ON A PUBLIC WORK ORDER.

LANDSCAPING, FENCING AND SIGNING WILL NOT INTERFERE WITH CLEAR SIGHT REQUIREMENTS. THEREFORE, SIGNS, WALLS, TREES AND SHRUBBERY BETWEEN 3 AND 8 FEET TALL (AS MEASURED FROM THE GUTTER PAN) WILL NOT BE ACCEPTABLE IN THE CLEAR SIGHT TRIANGLE.

ALL PAVING SHALL BE ASPHALT UNLESS NOTED OTHERWISE, REF. DETAIL THIS SHEET.

ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH IDO SECTION 5-5 (G).

ALL OUTDOOR LIGHT FIXTURES SHALL BE LED. FIXTURES 70 WATTS OR GREATER SHALL BE SHIELDED USING FULL CUTOFF LIGHT FIXTURES.

BUILDING MOUNTED SIGNS SHALL BE EXTERNALLY ILLUMINATED AND SHALL NOT EXTEND MORE THAN 2 FEET ABOVE THE EXTERIOR WALLS OF THE BUILDING.

WORK WITHIN THE PUBLIC RIGHT OF WAY REQUIRES A WORK ORDER.

SITE LIGHTING WILL BE PROVIDED BY LIGHT BOLLARDS AND WALL MOUNTED FIXTURES AND SHALL COMPLY WITH 5-8 OF THE IDO

ROOFTOP SHALL BE BUILT WITH NECESSARY SOLAR INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO ELECTRICAL CONDUIT AND GEAR AND STRUCTURAL SUPPORT

ALL PARKING LOT PAVING SHALL BE COOL SURFACE TREATMENT

UPC: 101406150849411301
LEGAL: LOT 32 LOS ALAMOS ADDITION
ZONING: MX-T (UC-MS-PT) (CPO 9)
ZONE ATLAS PAGE: K-17

GROSS LOT AREA = 0.7084 AC = 30,858 SF
BUILDING FOOTPRINT = 9,940 SF
NET LOT AREA = 20,918 SF
REQUIRED LANDSCAPE AREA @ 15% = 3,138SF ; 6,281 SF PROVIDED

PARKING:
MULTI-FAMILY
1 BEDROOM: 24 EACH X 1 SPACES (UC-MS-PT) = 24 SPACES
24 SPACES X 5% = 1 CHARGING SPACES REQUIRED, 3 PROVIDED

HC REQUIRED: 1 STANDARD, 1 VAN
MOTORCYCLE PARKING 30 SPACES: 2 SPACES REQUIRED / 3 PROVIDED
BIKE PARKING 10% OF 24: 3 REQUIRED, 8 SPACES PROVIDED

IDO TABLE 5-1-2 OPEN SPACE:
1 BEDROOM: 24 EA X 225 SF X 0.5 (UC-MS-PT) = 2,700 SF

GRADE LEVEL OPEN SPACE = 8,497 SF PROVIDED
UPPER FLOOR BALCONIES & DECKS = 504 SF PROVIDED

IDO 14-16-4-3(B)(8)(b) 1 TREE REQUIRED PER GROUND FLOOR UNIT = 12 TREES
STREET FRONTAGE 230 FT X TREES 25FT = 10 TREES
TOTAL TREES REQUIRED = 22
TOTAL TREES PROVIDED = 25

MX-T ZONING, UC-MS-PT, CPO 9
FRONT SETBACK: 10FT MIN, 15' MAX (CPO 9)
SIDE SETBACK: 0FT MIN, 15' MAX
REAR SETBACK: 0FT
MAX BUILDING HEIGHT: 30FT

FACADE DESIGN, 14-16-5-11 (E)(2)(b)
2 a. GROUND FLOOR WINDOWS NO HIGHER THAN 30 IN
2 b. WINDOWS PROVIDED ON UPPER FLOORS
2 d. BALCONIES & AWNINGS PROVIDED
3 a. WALL PLANE PROJECTIONS OF AT LEAST 1FT PROVIDED
3 b. COLOR CHANGE PROVIDED

No	Revision Item	Date

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scott@scarchitects.com 505.401.7575

LA PLATA APARTMENTS
6000 4TH ST NW
ALBUQUERQUE, NM 87107

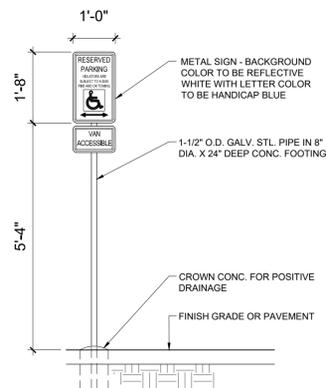
DRAWING TITLE

ZONING CODE ANALYSIS PLAN

DESIGNED	PROJECT NO
DRAWN	SCALE
CHECKED	DRAWING NO
REVIEWED	G-100
DATE	4/26/2025

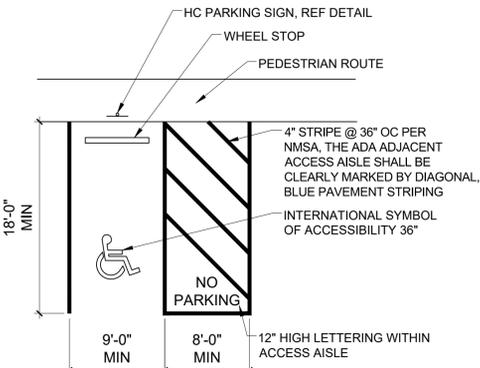
- TO - TEXAS RED OAK - QUERCUS BUCKLEY - 8'-10' - 8EA
- PL - PURPLE LEAF PLUM - PRUNIS EDULIS - 1 1/2" CALIPER - 6EA
- A - ARIZONA ASH - CHRYSOTHAMUS NAUSEOSUS - 1 1/2" CALIPER - 9EA
- BG - BEAR GRASS - NOLINA MACROCARPA - 5 GAL
- AS - AUTUNM CHERRY SAGE - SALVIA GREGGII - 5 GAL
- BS - BLUE MIST SPIREA - CARYOPTERIS CLANDONENSIS - 5 GAL
- SB - SPANISH BROOM - CYSTIUS PURGANS - 5 GAL
- SG - SWITCH GRASS - PANICUM VIRGATUM - 5 GAL
- MNS - MAY NIGHT SAGE- SALVIA NEMOROSA - 5 GAL
- BLB - BLAZE BLUETEM - SCHIZACHRIUM COPARIUM - 5 GAL

GRAVEL MULCH



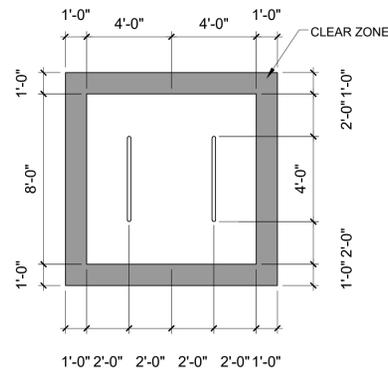
HC SIGN

SCALE: NTS



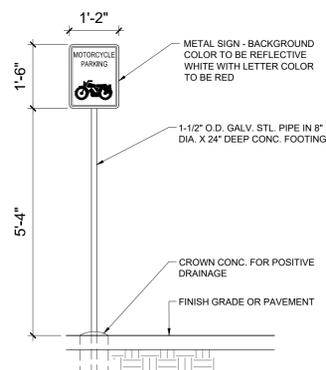
ADA PARKING

SCALE: 3/8" = 1'-0"



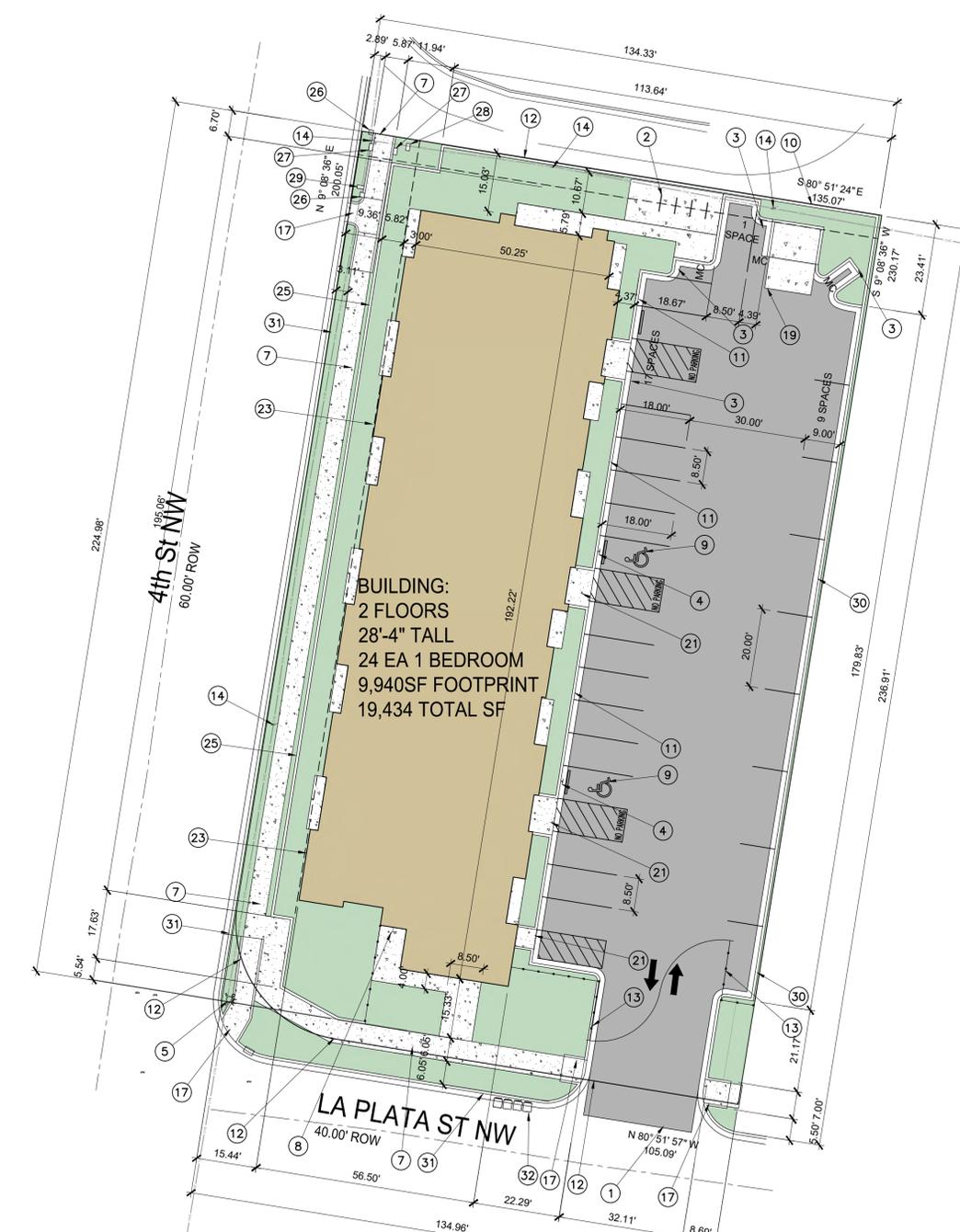
BIKE PARKING

SCALE: 1/4" = 1'-0"



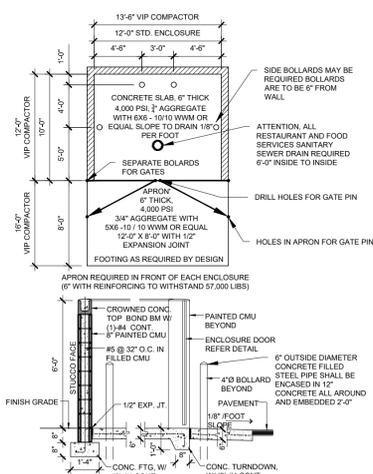
MOTORCYCLE SIGN

SCALE: 1/2" = 1'-0"



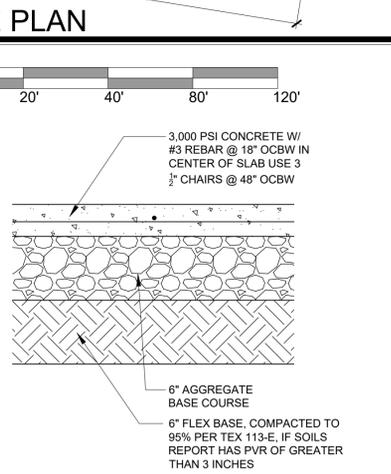
SITE PLAN

SCALE: 1" = 20'-0"



REFUSE ENCLOSURE

SCALE: 1/8" = 1'-0"



LOW ALBEDO PAVING SECTION

SCALE: NTS

KEYED NOTES

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- EXISTING TRANSFORMER
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- NEW 6" CMU WALL
- EXISTING CURB
- RECYCLING CONTAINER PICKUP LOCATION

SOLID WASTE NOTES:

THE DEVELOPMENT IS GATED. SOLID WASTE WILL HAVE 24 HOUR ACCESS TO THE REFUSE CONTAINER AND WILL BE PROVIDED WITH A GATE OPENER.

THE SLOPE LEADING TO THE TRASH ENCLOSURE/DUMPSTER SHALL BE NO GREATER THAN 1/8" PER FOOT ON THE APPROACH.

THERE IS NO FOOD SERVICE FOR THIS PROJECT.

RECYCLING CONTAINERS LOCATED ADJACENT TO THE REFUSE ENCLOSURE, SEE KEYED NOTE.

THE REFUSE DRIVER SHALL HAVE ACCESS TO TRASH ENCLOSURE/DUMPSTER BY 5:00AM.

THERE ARE NO OVERHANGING WIRES LEADING TO AND EXITING FROM THE TRASH ENCLOSURE.

THIS PROJECT WILL NOT ALTER EXISTING TRASH SERVICE FOR THE SURROUNDING BUSINESSES DURING CONSTRUCTION.

OWNER SHALL PURCHASE 8 CY REFUSE CONTAINER.

THE PRESSURE GAUGE TO OPEN THE GATES UPON EXITING SHALL BE POSITIONED AT A MIN OF 22 FEET NORTH OF WHERE THE GATES MEET.

UPC: 101406150849411301
 LEGAL: LOT 32 LOS ALAMOS ADDITION
 ZONING: MX-T (UC-MS-PT) (CPO 9)
 ZONE ATLAS PAGE: F-14
 GROSS LOT AREA = 0.7084 AC = 30,858 SF
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ALL PARKING LOT PAVING SHALL BE COOL SURFACE TREATMENT

ALL IMPROVEMENTS LOCATED IN THE RIGHT OF WAY MUST BE INCLUDED ON A PUBLIC WORK ORDER



AREA MAP

SCALE: NTS

No	Revision Item	Date

SCOTT C. ANDERSON & associates architects 2818 4th St NW, Suite C, Albuquerque, NM 87107 scott@scarchitects.com 505.401.7575		
LA PLATA APARTMENTS 313 LA PLATA RD NW ALBUQUERQUE, NM 87107		
DRAWING TITLE		
SITE PLAN		
DESIGNED	PROJECT NO	A-100
DRAWN	SCALE	
CHECKED	DRAWING NO	
REVIEWED	DATE	
DATE	8/6/2024	



Approved for access by the Solid Waste Department.

All containers must be made accessible for pickup between the hours of 7AM and 8PM.

Reviewer: *Herman Gallegos*

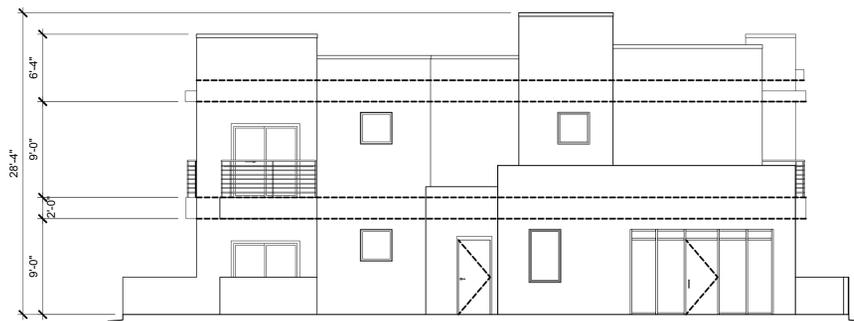
Date: 08-12-24

****Hazard Route Only****
****24-Units****
****Staff will place recycle carts on La Plata by 7AM on day of service, and will remove from the curb 24-hours after service.****
****Gates will open simultaneously, and open by keypad****
****See Solid Waste Notes****



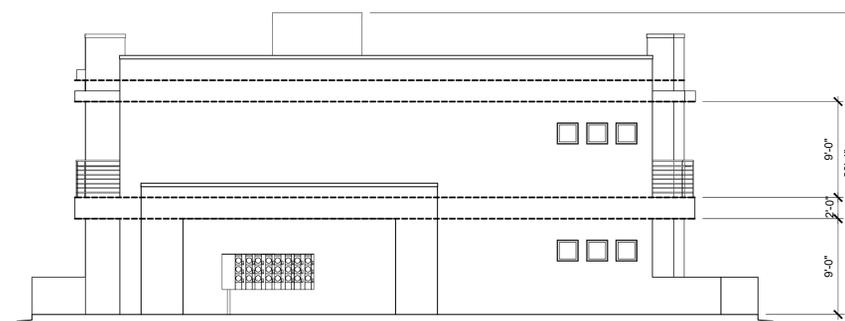
EAST ELEVATION

SCALE: 1/8" = 1'-0"



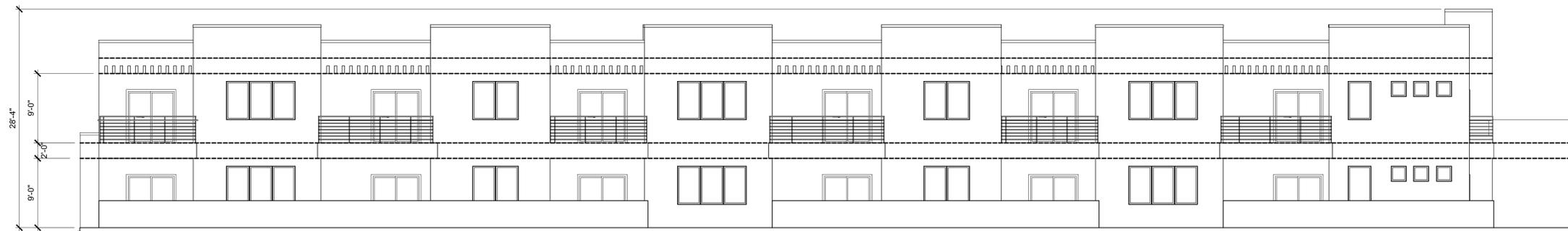
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. SUBMIT MANUFACTURER'S STANDARD COLOR CHART TO OWNER FOR THE SELECTION OF THE STUCCO COLOR.
2. STUCCO UNDERLAYMENT TO BE ONE PLY 15LBS, 20PSI, GRADE D. WEATHERLAP EDGES 4 INCHES MIN. ATTACH WITH LARGE HEAD PLASTIC WASHER HEAD SCREWS OR 1 INCH CROWN STAPLES.
3. INSTALL 17GA STUCCO NETTING OVER SHEATHING AND UNDERLAYMENT PROVIDING 1 INCH LAP AT ENDS.
4. APPLY TWO COAT PORTLAND CEMENT PLASTER IN ACCORDANCE WITH ASTM C926, MANUFACTURER'S INSTRUCTIONS, AND APPLICABLE CODES.
5. BROWN COAT TO BE APPLIED WITH A MIN 3/8 INCH THICKNESS WITH SUFFICIENT TROWEL PRESSURE TO KEY PLASTER INTO STUCCO MESH. ROD SURFACE TO A TRUE PLANE. EMBED FIBERGLASS REINFORCEMENT INTO WET BROWN COAT. FLOAT OR LIGHTLY BROOM TO PROVIDE FOR BOND WITH FINISH COAT.
6. MOIST CURE FIRST COAT WITH FOG SPRAY OF CLEAR WATER WITH FREQUENT APPLICATIONS TO MAINTAIN PLASTER MOISTURE FOR A MIN OF 48 HOURS FOLLOWING APPLICATION.
7. EXTERIOR FINISH COAT TO BE FACTORY MIXED, WATER BASED, ACRYLIC POLYMER COATING WITH GRADED AGGREGATE AND INTEGRAL COLOR. APPLY OVER CURED SCRATCH AND BROWN COATS TO A MIN 1/8 INCH THICKNESS. FINISH TEXTURE AND THICKNESS TO MATCH OWNER APPROVED SAMPLE.

No	Revision	Item	Date

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 scott@scarchitects.com 505.401.7375

LA PLATA APARTMENTS
 6000 4TH ST NW
 ALBUQUERQUE, NM 87107

DRAWING TITLE **BUILDING ELEVATIONS**

SEAL	DESIGNED	PROJECT NO
	DRAWN	SCALE
	CHECKED	DRAWING NO
	REVIEWED	A-201
	DATE 8/5/2024	



Construction Schedule
6000 4th St. NW, Albuquerque, NM 87107

This schedule had been arranged to finish in 6 months, from September 15, 2025 to March 30, 2026.

Work description	Dates
Site prep and Dirt Work	September 15 to October 2025
Concrete and Footing	October 15 to October 25, 2025
Plumbing Rough in	October 5 to October 12, 2025
Framing	October 25 to November, 2025
Roof	November 25 to December 5, 2025
Windows and Sliding doors	November 25 to December 5, 2025
Plumbing top out	November 10 to December 15, 2025
Mechanical rough in	November 10 to December 15, 2025
Electric rough in	November 18 to December 20, 2025
Fire sprinklers	November 18 to December 20, 2025
Alarm rough in	November 18 to December 20, 2025
Plaster	November 1 to December 10, 2025
Insulation	December 20 to December 30, 2025
Drywall	January 1 st to 28, 2026
Interior doors, molding and Shelving	January 18 to February 15, 2026
Painting	January 18 to February 15, 2026
Flooring	January 18 to February 15, 2026
Cabinets and counter tops	January 18 to February 15, 2026
Interior touch up, painting	February 15 to 20, 2026
Units main doors	February 15 to 20, 2026
All exterior doors	February 15 to 20, 2026
Parking lot preparation	January 1 st to 28, 2026
Front pond rough	January 1 st to 28, 2026
Trash container	January 1 st to 28, 2026
Concrete side walk curb and drainage	January 1 st to 28, 2026
Landscaping rough in	January 10 to February 10, 2026
Landscaping final	January 10 to February 10, 2026
Ponds final	January 10 to February 10, 2026
Mechanical final	February 20 to March 15, 2026
Plumbing final	February 20 to March 15, 2026
Electrical final	February 20 to March 15, 2026
Fire sprinklers final	February 20 to March 15, 2026
Fire alarm control final	February 20 to March 15, 2026
Final Building Inspection	March 15 to 25, 2026
Fire Marshall Inspection	March 15 to 25, 2026
Zoning and Hydraulic transportation	March 15, to 25, 2026
C.O. Inspection	May 28, 2026

ELECTRICAL SYMBOL LEGEND (ALL SYMBOLS SHOWN ARE NOT NECESSARILY USED ON THE DRAWINGS)			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	EXISTING CONDUIT TO BE REMOVED.		CEILING JUNCTION BOX.
	HOME-RUN CONDUIT.		WALL JUNCTION BOX.
	CONDUCTOR TICK MARKS: NEUTRAL, PHASE, SWITCHED, AND GROUND CONDUCTORS RESPECTIVELY.		DUPLEX RECEPTACLE, 18" AFF U.N.O. (#) INDICATES CIRCUIT.
	CAPPED CONDUIT / CONDUIT STUB-OUT.		GFCI PROTECTED DUPLEX RECEPTACLE. RECEPTACLES WITH TRIP RESET SHALL BE IN READILY ACCESSIBLE LOCATION.
	CONDUIT SEAL.		QUADPLEX RECEPTACLE, 18" AFF U.N.O.
	ELECTRICAL KEYED NOTE TAG.		GROUND FAULT CIRCUIT INTERRUPTER (GFCI) DUPLEX RECEPTACLE WITH WEATHER-RESISTANT (WR) COVER.
	KITCHEN ITEM TAG. SEE KITCHEN EQUIPMENT ELECTRICAL CONNECTION SCHEDULE.		SPLIT-WIRED OR CONTROLLED DUPLEX RECEPTACLE
	MECHANICAL UNIT TAG (EXAMPLE: BOILER B-2 INDICATED), SEE MECHANICAL EQUIPMENT SCHEDULE.		CEILING MOUNTED DUPLEX RECEPTACLE.
O.F.C.I.	OWNER FURNISHED, CONTRACTOR INSTALLED.		SPECIAL RECEPTACLE, TYPE AS NOTED.
E ^{OH}	OVERHEAD PRIMARY ELECTRICAL LINE.		FLUSH FLOOR MOUNTED DUPLEX RECEPTACLE.
E _{UG}	PRIMARY ELECTRICAL UNDERGROUND FEEDER.		ISOLATED GROUND DUPLEX RECEPTACLE
E.G.R.	EQUIPMENT GROUND.		DUPLEX RECEPTACLE WITH BUILT-IN USB CHARGER OUTLET.
AFF	ABOVE FINISH FLOOR.		GANGABLE 3-COMPARTMENT MEDIA CENTER.
AC	ABOVE COUNTER.		CABLE TRAY.
WR	WEATHER-RESISTANT.		MULTI-RECEPTACLE RACEWAY (PLUGMOLD).
GFCI	GROUND FAULT CIRCUIT INTERRUPTER.		SURFACE MOUNTED PANELBOARD, REFER TO ASSOCIATED PANEL SCHEDULE.
AHJ	AUTHORITY HAVING JURISDICTION.		FLUSH MOUNTED PANELBOARD, REFER TO ASSOCIATED PANEL SCHEDULE.
\$ \$ _a	SINGLE-POLE WALL SWITCH. SUBSCRIPT DESIGNATES CONTROL OF PARTICULAR LIGHTING FIXTURES.		DISTRIBUTION POWER PANEL, REFER TO ASSOCIATED PANEL SCHEDULE.
\$ ³ \$ ⁴	THREE-WAY AND FOUR-WAY SWITCHES, RESPECTIVELY.		DRY-TYPE, STEP-DOWN / STEP-UP TRANSFORMER.
\$ ^{WR}	WEATHER-RESISTANT SWITCH.		NON-FUSED DISCONNECT SWITCH, NEMA 3R IF OUTSIDE, AMPS / POLES INDICATED.
\$ ^K	KEY-OPERATED SWITCH.		FUSED DISCONNECT SWITCH, NEMA 3R IF OUTSIDE, AMPS/POLES / FUSE SIZE INDICATED.
\$ ^D	DIMMER SWITCH, 1200W MINIMUM WATTAGE.		MOTOR STARTER.
\$ ^{TT}	MECHANICALLY WOUND TWIST-TIMER SWITCH OR ELECTRONIC TIME SWITCH.		COMBINATION MOTOR STARTER/FUSED DISCONNECT SWITCH, NEMA 3R IF OUTSIDE.
\$ ^T	THERMAL SWITCH.		MOTOR, HP SIZE AS INDICATED, "F" = FRACTIONAL HORSEPOWER.
\$ ^{OC}	OCCUPANCY SENSOR SWITCH. WATT-STOPPER DUAL		CLOCK.
\$ ^{OCd}	DUAL-TECHNOLOGY OCCUPANCY DIMMER SWITCH.		COMBINATION CLOCK/SPEAKER UNIT.
\$ ^{OCF}	DUAL-TECHNOLOGY OCCUPANCY SENSOR WITH FAN DELAY CONTROL.		SPEAKER, CEILING MOUNTED
\$ ^{3OC}	3-WAY / MULTI-WAY OCCUPANCY SENSOR SWITCH.		SURFACE MOUNTED SOUND SYSTEM SPEAKER.
	OCCUPANCY OR VACANCY SENSOR, CEILING MOUNTED		MICROPHONE OUTLET.
	PHOTOCELL.		CALL-IN SWITCH (PUSH-TO-CALL) FOR INTERCOM SYSTEM.
	DAYLIGHT HARVESTING PHOTOSENSOR, CEILING MOUNTED.		THERMOSTAT
\$ ^{EC}	EVAPORATIVE COOLER SWITCH.		COMBINATION VOICE/DATA OUTLET, UP 18" U.N.O.
\$ ^{FL}	PADDLE FAN / LIGHT CONTROL SWITCHES. SWITCHES ALLOW INDEPENDENT CONTROL OF FAN SPEED AND LIGHTING.		FLUSH CEILING VOICE/DATA OUTLET.
	2'X4' LAY-IN LIGHTING FIXTURE (TROFFER), TYPE INDICATED BY LETTER (TYPICAL).		FLUSH FLOOR VOICE/DATA OUTLET.
	"EM" INDICATES LIGHTING FIXTURE IS SUPPLIED WITH AN EMERGENCY BATTERY PACK.		CATV OUTLET
	1'X4' SURFACE MOUNTED LIGHTING FIXTURE.		SURVEILLANCE CAMERA. PTZ = PAN, TILT, ZOOM. WEATHER-RESISTANT IF LOCATED ON BUILDING EXTERIOR.
	1'X4' RECESSED (FLANGED) MOUNTED LIGHTING FIXTURE.		EMERGENCY PUSH BUTTON.
	2'X2' LAY-IN LIGHTING FIXTURE (TROFFER).		PROJECTOR.
	UTILITY STRIP FIXTURE.		DOOR ACCESS CARD READER.
	LINEAR PENDANT MOUNTED LIGHTING FIXTURE, LENGTH AS INDICATED.		DOORBELL SYSTEM PUSHBUTTON.
	4' WALL BRACKET MOUNTED LIGHTING FIXTURE.		DOORBELL/CHIME.
	WALL BRACKET LIGHTING FIXTURE.		MAGNETIC DOOR HOLD OPEN DEVICE.
	POLE MOUNTED AREA LIGHTING FIXTURE, SINGLE-HEAD.		MAGNETIC DOOR LOCK.
	POLE MOUNTED AREA LIGHTING FIXTURE, DOUBLE-HEAD.		WIRELESS ACCESS POINT.
	RECESSED DOWNLIGHT FIXTURE.		GAS SOLENOID VALVE FOR KITCHEN AUTO GAS SHUT-OFF.
	SURFACE MOUNTED DRUM TYPE LIGHTING FIXTURE.		DOOR OPERATOR PUSH-PAD UNIT (ADA COMPLIANT).
	BOLLARD LIGHTING FIXTURE.		MAGNETIC DOOR HOLD OPEN DEVICE.
	HIGH-BAY LIGHTING FIXTURE.		MOTION SENSOR FOR SECURITY/INTRUSION ALARM SYSTEM.
	LOW-BAY LIGHTING FIXTURE.		SECURITY/INTRUSION ALARM SYSTEM DOOR SWITCH.
	FLUSH IN-GROUND LIGHTING FIXTURE.		
	EXTERIOR WALLPACK LIGHTING FIXTURE.		
	INTERIOR WALL SCONCE LIGHTING FIXTURE.		
	EXTERIOR WALL SCONCE LIGHTING FIXTURE.		
	STEP LIGHT LIGHTING FIXTURE.		
	PENDANT HUNG DECORATIVE LIGHTING FIXTURE.		FIRE ALARM DUCT SMOKE DETECTOR.
	GOOSENECK MOUNTED LIGHTING FIXTURE.		FIRE ALARM STROBE UNIT.
	TRACK MOUNTED LIGHTING ASSEMBLY, ONE FIXTURE HEAD INDICATED.		FIRE ALARM AUDIO/STROBE UNIT.
	TWIN-EYE EMERGENCY LIGHTING UNIT WITH BATTERY BACK-UP. TYPE "EM", REFER TO LUMINAIRE SCHEDULE.		FIRE PROTECTION SPRINKLER SYSTEM POST INDICATOR VALVE.
	EXTERIOR EMERGENCY LIGHTING UNIT WITH BATTERY BACK-UP. TYPE "EMEX", REFER TO LUMINAIRE SCHEDULE.		FIRE ALARM SMOKE DETECTOR.
	EXIT SIGN, SINGLE FACE INDICATED BY SHADED QUADRANT. TYPE "EXIT", REFER TO LUMINAIRE SCHEDULE.		CEILING MOUNTED FIRE ALARM AUDIO/STROBE UNIT.
	EXIT SIGN, DOUBLE-FACED, DIRECTIONAL ARROWS INDICATED.		FIRE ALARM MANUAL PULL STATION.
	COMBO EXIT SIGN/EMERGENCY TWIN-EYE UNIT TYPE "XEM", REFER TO LUMINAIRE SCHEDULE.		FIRE ALARM CONTROL PANEL (FACP).
	PADDLE FAN, WITH OR WITHOUT LIGHT PER LUMINAIRE SCHEDULE.		FIRE ALARM REMOTE ANNUNCIATOR (FARA).
	J-BOX WITH FLEXIBLE CONDUIT CONNECTION TO LAY-IN LIGHTING FIXTURES.		

IECC ELECTRICAL & LIGHTING COMPLIANCE

THE ELECTRICAL DESIGN ILLUSTRATED BY THESE PLANS AND SPECIFICATIONS IS IN COMPLIANCE WITH THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE SECTION(S) C405, C408, C501-5, CB103.3, CB103.8, R402.4.5, R402.4.6, R404, R501-5, AND R502 AS SPECIFICALLY APPLICABLE TO THIS PROJECT AS FOLLOWS:

- C405.2 - LIGHTING CONTROLS (MANDATORY)
 - REFER TO LIGHTING PLAN(S) AND/OR DETAIL(S) FOR PROJECT REQUIREMENTS.
- C405.3 - INTERIOR LIGHTING POWER REQUIREMENTS
 - TABLE C405.3.2(1)
ALLOWABLE INTERIOR POWER FOR THIS PROJECT IS: 368 WATTS
ACTUAL INTERIOR POWER IS: 317 WATTS
 - R404.1 - RESIDENTIAL LIGHT FIXTURE(S) SHALL CONTAIN ONLY HIGH-EFFICACY LIGHTING SOURCES. LIGHTING CONTROLS SHALL COMPLY WITH R404.2.
- C405.5 - EXTERIOR LIGHTING POWER REQUIREMENTS (MANDATORY)
 - TABLE C405.5.2(1)
- THIS PROJECT IS IN LIGHTING ZONE # 2.
 - TABLE C405.5.2(2)
- BASE SITE ALLOWANCE: 400W
- PARKING AREAS AND DRIVES: 0.04 W/FT
- WALKWAYS/RAMPS 10'-0" WIDE: 0.5W/LINEAR FT
- WALKWAYS/RAMPS 10'-0" WIDE, PLAZA AREAS, SPECIAL FEATURE AREAS: 1.10 W/FT
- PEDESTRIAN AND VEHICULAR ENTRANCES AND EXITS: 14W/LINEAR FT
- ENTRY CANOPIES: 0.25W/FT
 - TABLE C405.5.2(3)
- BUILDING FACADES: 0.075W/FT OF GROSS ABOVE-GRADE WALL AREA
ALLOWABLE EXTERIOR POWER FOR THIS PROJECT IS: 2,424 WATTS
ACTUAL EXTERIOR POWER IS: 1,775 WATTS
- C405.10 - VOLTAGE DROP IN FEEDERS AND BRANCH CIRCUITS
 - REFER TO GENERAL NOTE "P" FOR PROJECT VOLTAGE DROP LIMITATIONS
- C405.11 - AUTOMATIC RECEPTACLE CONTROL (MANDATORY)
 - REFER TO POWER PLAN(S) AND/OR DETAILS FOR PROJECT REQUIREMENTS.
- C408.13 - FUNCTIONAL TESTING AND DOCUMENTATION OF LIGHTING CONTROLS
 - THE CONTRACTOR OR FACTORY AUTHORIZED COMMISSIONING AGENT SHALL DELIVER TO THE ENGINEER OF RECORD EVIDENCE OF THE LIGHTING CONTROLS HAVING BEEN TESTED AND PERFORMING PROPERLY PRIOR TO OBTAINING FINAL INSPECTION FROM THE AHJ.
 - THE CONTRACTOR SHALL DELIVER TO THE OWNER, WITH A COMPLETE COPY DELIVERED TO THE ENGINEER OF RECORD, AS PART OF ITS CLOSE-OUT PACKAGE, FULLY DETAILED, LEGIBLE, AS-BUILT DRAWINGS AND THE FOLLOWING IN SATISFACTION OF THE ARTICLES REFERENCED HEREIN:
 - C408.3.2.1 - LIGHTING CONTROL DRAWINGS
 - C408.3.2.2 - LIGHTING CONTROL MANUALS
 - C408.3.2.3 - LIGHTING CONTROL REPORT

PROJECT GENERAL ELECTRICAL NOTES - MULTI-FAMILY

- ALL ELECTRICAL WORK SHALL COMPLY WITH THE CURRENT NATIONAL ELECTRICAL CODE (NEC) AND REGULATIONS OF STATE AND LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN A NEAT AND WORKMANLIKE MANNER.
- CONTRACTOR SHALL COORDINATE WITH SERVING UTILITY COMPANY NEW SERVICE DEPARTMENT AND OBTAIN A PROJECT SPECIFIC "STANDARDS LETTER" PRIOR TO BIDDING, ORDERING, OR COMMENCING WITH THE ELECTRICAL DISTRIBUTION PORTION OF THIS PROJECT.
- ALL REQUIREMENTS OF THE SERVING UTILITY COMPANY FOR ELECTRICAL SERVICE SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
- CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES PROVIDING TELEPHONE, CATV, AND INTERNET IN ORDER TO ASCERTAIN JOB SPECIFIC UTILITY REQUIREMENTS AND COMPLIANCE WITH THOSE REQUIREMENTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO ENSURE SERVICE TO EACH DEMARCATION.
- BY SUBMITTING A BID, THE CONTRACTOR AFFIRMS THEY HAVE FAMILIARIZED THEMSELVES WITH THE PROJECT SITE, PLANS, SPECIFICATIONS AND ALL APPLICABLE CODES IN ORDER TO PROVIDE A COMPREHENSIVE AND COMPLETE BID.
- ALL DEVICES SHALL BE WHITE WITH COMPATIBLE PLASTIC PLATES, INSTALLED FOR ADA COMPLIANCE UNLESS NOTED OTHERWISE. RECEPTACLES SHALL ALL BE RATED FOR THEIR INTENDED USE AND TAMPER RESISTANT AS REQUIRED BY NEC 406.
REFER TO ARCHITECTURAL SHEETS, ELEVATIONS, ETC. FOR MOUNTING HEIGHTS AND DETAILS OF ALL DEVICES. ADHERE TO ALL ADA AND FAIR-HOUSING REQUIREMENTS.
- ALL TELEPHONE, DATA, CATV, LOW VOLTAGE SYSTEMS ARE TO BE INCLUDED IN ELECTRICAL CONTRACTOR'S BID. NOTE: SEPARATE LOW VOLTAGE SYSTEMS PERMITS ARE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- UTILIZE "DEEP" 4-SQUARES WHERE REQUIRED TO COMPLY WITH NEC 314.16 EXTRA CONSIDERATION SHALL BE GIVEN TO BOXES SUPPLYING HOME-RUNS.
- MECHANICAL, ELECTRICAL, PLUMBING, AND DRYWALL CONTRACTORS NEED TO HAVE KNOWLEDGE OF BLOWER DOOR TEST AND THEIR REQUIREMENTS TO MEET THAT TEST. SEAL ALL GAPS BETWEEN DRYWALL AND ALL PENETRATIONS INCLUDING BUT NOT LIMITED TO ELECTRICAL AND LOW VOLTAGE J-BOXES, PIPE PENETRATIONS, DUCT PENETRATIONS, ETC.
- CONFIRM EXACT ROUGH-IN DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND APPLICABLE KITCHEN/APPLIANCE EQUIPMENT, AND FURNITURE/MILL-WORK PLAN(S). EXTRA CARE SHALL BE EXERCISED IN COORDINATING THE EXACT REQUIREMENT(S) OF SPECIALTY EQUIPMENT INCLUDING, BUT NOT LIMITED TO, MECHANICAL EQUIPMENT, PLUMBING EQUIPMENT, KITCHEN EQUIPMENT, OR PROCESSING EQUIPMENT.
ALL PENETRATIONS IN FIRE RATED WALLS, PARTITIONS, FLOORS, OR CEILINGS SHALL BE SEALED WITH FIRE STOPPING MATERIAL OR OTHER APPROVED METHOD(S) TO MAINTAIN THE FIRE RATED ASSEMBLY (NEC 300.21). REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATIONS OF WALL AND FLOOR ASSEMBLIES.
- ELECTRICAL DEVICES INSTALLATION SHALL COMPLY WITH ACCESSIBILITY (ADA) STATUTE ACC/ANSI 117.1 SECTION 308. SPECIFICALLY: MOUNT APPLICABLE SWITCHES, RECEPTACLES AND ENVIRONMENTAL CONTROLS SO THAT THEY ARE LOCATED WITH THE TOP OF THE DEVICE NO HIGHER THAN 48" ABOVE FINISHED FLOOR (AFF) AND THE BOTTOM OF THE DEVICE NO LOWER THAN 15" AFF.
- CONTRACTOR TO SAW-CUT / REMOVE / PATCH EXISTING ARCHITECTURAL SURFACES INCLUDING BUT NOT LIMITED TO SLABS, WALLS AND ROOFS.
- SHARED NEUTRALS ARE NOT PERMISSIBLE UNLESS NOTED OTHERWISE.
- CONDUCTOR TICK MARKS, WHERE SHOWN, ARE SHOWN FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL CONDUCTORS WHETHER SHOWN OR NOT INCLUDING "TRAVELERS" AND DIMMING CONDUCTORS AS NECESSARY FOR COMPLETELY OPERATIONAL SYSTEMS.
- BRANCH CIRCUITING SHALL BE COPPER WIRE IN MC CABLE UNLESS SPECIFICALLY NOTED OTHERWISE. MINIMUM WIRE SIZE IS #12 AWG. WHEN CONDUIT IS UTILIZED, ALL FITTINGS SHALL BE COMPRESSION TYPE AND COLOR CODING VINYL BANDS IDENTIFYING DIFFERENT SYSTEMS SHALL BE AFFIXED AT EACH BOX, PANELBOARD, AND EVERY ACCESSIBLE 10'-0"
- THE ELECTRICAL CONTRACTOR SHALL INSTALL ALL CONDUIT REQUIRED FOR MECHANICAL SYSTEMS CONTROLS. ALL CONTROLS WIRING SHALL BE INSTALLED AND TERMINATED BY MECHANICAL CONTRACTOR. COORDINATE LOCATION AND ROUTING OF CONTROLS CONDUIT WITH MECHANICAL PLANS AND WITH MECHANICAL SEQUENCE OF CONTROLS.
- ALL PANELS AND DISTRIBUTION BOARDS, NEW/EXISTING SHALL HAVE TYPEWRITTEN DIRECTORIES AND EQUIPMENT I.D. NAMEPLATES UPON COMPLETION OF ANY ELECTRICAL MODIFICATIONS UNDER THIS CONTRACT.
- CONTRACTOR SHALL CONSIDER AND MAKE ADJUSTMENTS IN CONDUIT/WIRE SIZE(S) TO ACCOUNT FOR VOLTAGE DROP PRIOR TO COMMENCING WITH WORK UNDER THIS CONTRACT. VOLTAGE DROP SHALL NOT EXCEED THE FOLLOWING:
FEEDERS = 2% BRANCH WIRING = 3%
ALL WIRING SHALL COMPLY WITH NEC TABLE 310.15(B)(16).
- CONTRACTOR SHALL COMPLY WITH NEC 110.16. AFFIX PERMANENT ARCH-FLASH HAZARD WARNING LABEL(S) ON ALL APPLICABLE ELECTRICAL EQUIPMENT MODIFIED OR INSTALLED UNDER THIS CONTRACT.
- FOR ELECTRICAL DISTRIBUTION SYSTEMS HAVING A MAIN DISCONNECT RATING OF 1,000-AMPS OR MORE, CONTRACTOR SHALL OBTAIN THIRD PARTY OVER-CURRENT PROTECTION STUDY. ALL OVER-CURRENT DEVICES SHALL BE "SET" OR ADJUSTED TO COMPLY WITH COORDINATION STUDY PRIOR TO FINAL COMMISSIONING. A FULL COPY OF THE COMPLETED STUDY ALONG WITH CONTRACTOR'S CERTIFICATION OF COMPLIANCE SHALL BE INCLUDED IN THE PROJECT'S "CLOSE-OUT" DOCUMENTATION.
- ALL EQUIPMENT AND WORKMANSHIP FURNISHED UNDER THIS CONTRACT SHALL BE WARRANTABLE TO BE FREE FROM ANY DEFECT FOR A PERIOD EQUAL TO 1-YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OR FINAL ACCEPTANCE BY THE OWNER.

LUMINAIRE SCHEDULE

LA PLATA APARTMENTS												
TYPE	MANUFACTURER	CATALOG NUMBER	LAMP(S), DRIVER(S), SETTING(S)					DESCRIPTION	VOLT.	LUMENS	MOUNTING	COMMENTS
			CRI	WATTS	TYPE	TEMP.	OUTPUT					
A	RAB	CR8-DLTRMCRLEDFA6R-BNS	90	24	LED	3500	MED	8"IC RATED DRY/DAMP/WET	UNV	129	RECESSED	
B	ROYAL PACIFIC	4205WH-5CCT	90	40	LED	3500	--	CEILING FLUSH MOUNT CLOUD	120	3665	CEILING	
C	ROYAL PACIFIC	4904-1-BN3	80	24	LED	3000	--	VANITY LIGHT	120	1755	WALL	
D	ROYAL PACIFIC	8556WH-S-90-3CCT	90	15.3	LED	3000	MED	CLOSET LIGHT W/ INTEGRAL PIR	120	1050	CEILING	INSTALL PER NEC 410.16(e)(1)
F	ROYAL PACIFIC	1046LED-1BN-WT-WC-8	90	16	LED	3000	--	CEILING FAN W/ LIGHT KIT	120	1470	CEILING	PROVIDE WITH WALL CONTROLLER
G	ROYAL PACIFIC	8117HRA-856WH-90-3K	80	17	LED	3000	--	BATHROOMIC WET RECESSED CAN	120	1240	RECESSED	
SE	RAB	SR4LE	84	21	LED	4000	MED	STRIP LIGHT	UNV	3108	SURFACE	BATTERY BACK-UP
W	RAB	SLM22-S-30	83	30	LED	3000	--	WALL PACK W/ INTEGRAL PC	UNV	4833	WALL	REFER TO ARCHITECTURAL FOR MOUNTING HEIGHTS
WE	RAB	SLM22-S-30/E	83	30	LED	3000	MED	WALL PACK W/ INTEGRAL PC	UNV	4833	WALL	BATTERY BACK-UP
WS	RAB	PRT30NWE/PSC	77	30	LED	4000	--	EXTERIOR STAIR LIGHT	120	3,762	CEILING	BATTERY BACK-UP
WEM	RAB	EMOUT-SCECC-PC	70	2.8	LED	4000	--	EXTERIOR EMERGENCY EGRESS	UNV	350	WALL	BATTERY BACK-UP
XEM	RAB		-	1.6	LED	-	--	EMERGENCY EGRESS	UNV	-	SURFACE	BATTERY BACK-UP
EM	RAB	EM	-	1.8	LED	-	--	EMERGENCY TWIN-EYE UNIT	UNV	-	SURFACE	BATTERY BACK-UP
EMW	EVENLITE	WW-EM-WH-CT	7	15	LED	-	--	EMERGENCY EGRESS	UNV	1,530	SURFACE	BATTERY BACK-UP

NOTES: 1. ALL EMERGENCY BALLASTS SHALL BE FACTORY INSTALLED UNLESS SCHEDULED OTHERWISE OR PRIOR APPROVED.
2. ALL FIXTURES SHALL CONFORM TO APPLICABLE CODES INCLUDING BUT NOT LIMITED TO NIGHT SKY ACT(S) AND ENERGY CONSERVATION STATUTES.
3. ANY SUBSTITUTIONS REQUIRE WRITTEN APPROVAL 10 DAYS PRIOR TO BID (ACUITY, CURRENT, AND COOPER INCLUDING THEIR SUBSIDIARIES ARE GENERALLY ACCEPTED EQUALS).

ELECTRICAL SHEET INDEX

- E-001 SYMBOLS, GEN NOTES, FIXTURE SCHEDULE, IECC CALCS
- E-100 FIRST & SECOND FLOOR ELECTRICAL PLANS
- E-200 UNITS LIGHTING PLANS
- E-201 UNITS POWER PLANS
- E-300 ROOF ELECTRICAL CONNECTIONS PLAN
- E-400 ELECTRICAL DETAILS
- E-400 RISER DIAGRAM, PANEL SCHEDULES
- ES-100 ELECTRICAL SITE PLAN
- ESP-100 SPECIFICATIONS



No	Revision	Item	Date

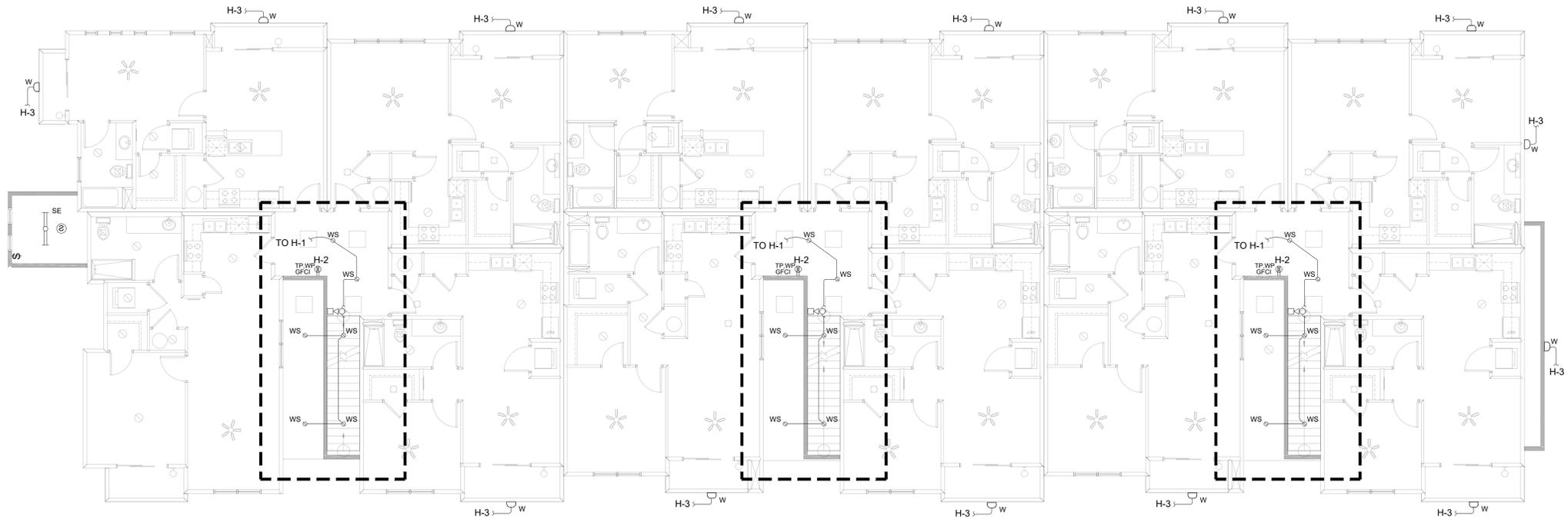


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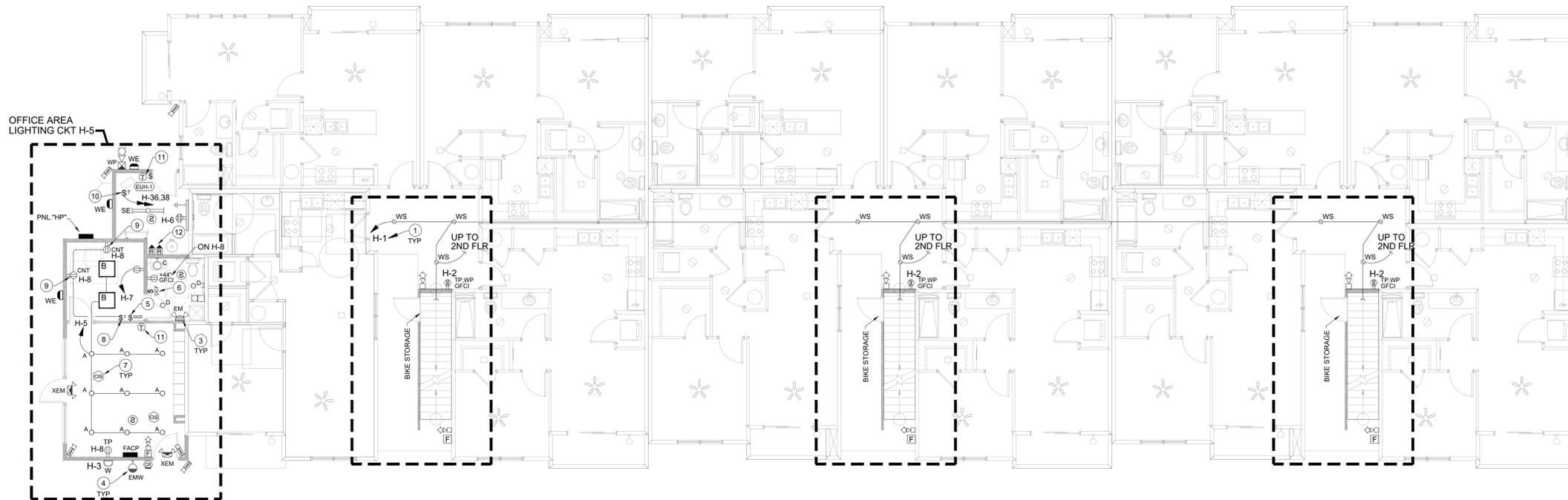
DRAWING TITLE: **ELECTRICAL GENERAL NOTES, LEGEND & SCHEDULES**

DESIGNED	PROJECT NO
DRAWN	SCALE
CHECKED	DRAWING NO
REVIEWED	E-001
DATE	04-25-2025



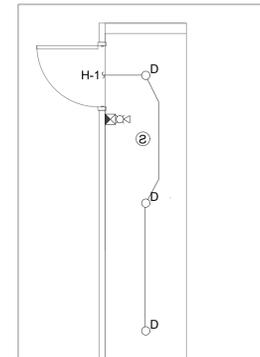
SECOND LEVEL ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"



FIRST LEVEL ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"



ENLARGED PLAN: BIKE STORAGE TYP UNDER STAIRS (QTY 3)

GENERAL NOTES:
 A. REFER TO SHEET E-400 FOR FIRE ALARM RISER DIAGRAM AND ADDITIONAL REQUIREMENTS.

- ELECTRICAL KEYED NOTES:**
- NUMBER ADJACENT TO RECEPTACLE INDICATES CIRCUIT NUMBER. SIZE CONDUCTORS ACCORDING TO CORRESPONDING BREAKER RATING AND MAKE ALL FINAL POWER CONNECTIONS.
 - COMBINATION EXIT SIGN/EMERGENCY TWIN-EYE UNIT TYPE "XEM" WITH EMERGENCY BATTERY PACK. REFER TO LUMINAIRE SCHEDULE. CONNECT TO UNSWITCHED (120V OR 277V) LIGHTING CIRCUIT SERVING THIS ROOM.
 - EMERGENCY TWIN-EYE EGRESS LIGHTING UNIT TYPE "EM", WITH EMERGENCY BATTERY PACK. REFER TO LUMINAIRE SCHEDULE. CONNECT TO UNSWITCHED (120V OR 277V) LIGHTING CIRCUIT SERVING THIS ROOM.
 - EXTERIOR EMERGENCY EGRESS LIGHTING UNIT TYPE "EMW" WITH EMERGENCY BATTERY PACK. REFER TO LUMINAIRE SCHEDULE. CONNECT TO UNSWITCHED (120V OR 277V) LIGHTING CIRCUIT SERVING ADJACENT INTERIOR ROOM.
 - DUAL-TECHNOLOGY OCCUPANCY SENSOR WITH FAN DELAY CONTROL. WATT-STOPPER #DW-311-WH W OR EQUAL.
 - DUAL-TECHNOLOGY OCCUPANCY DIMMER SWITCH, WATT-STOPPER #WDT200W OR EQUAL.
 - CEILING MOUNTED 360-DEGREE OCCUPANCY SENSOR SYNCHRONIZED PER ZONE (DO NOT INSTALL WITHIN 5'-0" OF ANY SUPPLY OR RETURN HVAC REGISTER). DEVICE(S) SHALL EXTINGUISH LIGHT FIXTURES IN ASSOCIATED CONTROLLED ZONE WITHIN 20 MINUTES WITHOUT OCCUPANCY.
 - 12-HOUR SPRING WOUND TIMER SWITCH WITH HOLD FEATURE FOR CONTROLLED RECEPTACLES, INTERMATIC #FF312HH OR EQUAL. PROVIDE LABEL STATING "CONTROLLED RECEPTACLES".
 - CONTROLLED SPLIT-CIRCUIT RECEPTACLE PROPERLY MARKED IN ACCORDANCE WITH NEC 406(E). CONNECT TO CIRCUIT INDICATED FOR CONSTANT AND CONTROLLED OPERATION ON LOAD SIDE OF SPRING WOUND TIMER SERVING THIS ROOM.
 - TWO POLE, 20-AMP THERMAL SWITCH INSTALLED ON, OR ADJACENT TO, MECHANICAL UNIT.
 - .75" BUSHED CONDUIT WITH PULL-STRING FOR T-STAT CONTROL WIRING STUBBED INTO ACCESSIBLE CEILING SPACE. COORDINATE EXACT LOCATION AND CONDUIT REQUIREMENTS PRIOR TO ROUGH-IN.
 FOR PLENUM CEILING CAVITIES, CONDUIT(S) SHALL BE INSTALLED FROM T-STAT TO UNIT SUPERVISED UNLESS CONTROL WIRE IS LISTED FOR USE IN PLENUM ENVIRONMENTS.
 FOR LINE-VOLTAGE T-STAT, ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL AND TERMINATE ALL WIRING RATED 120-VOLT OR ABOVE.
 - FIRE ALARM FLOW AND TAMPER SWITCH RELAY MODULES. COORDINATE EXACT LOCATION WITH SPRINKLER RISER PRIOR TO ROUGH-IN.

No	Revision	Item	Date

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DRAWING TITLE: FIRST & SECOND LEVEL ELECTRICAL PLANS

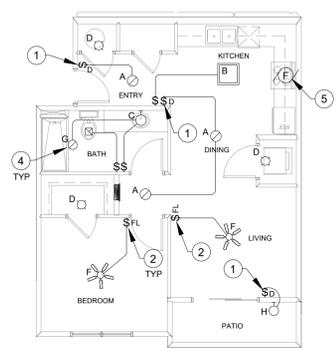
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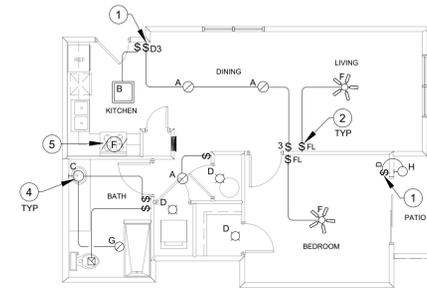
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 NEW MEXICO
 1871
 2025
 25A
 PROFESSIONAL ENGINEER

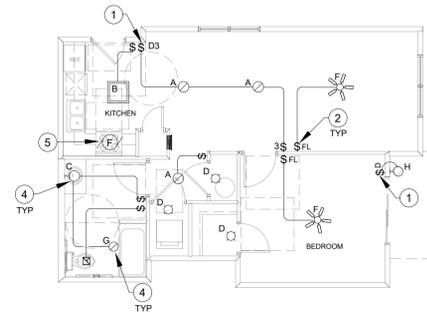
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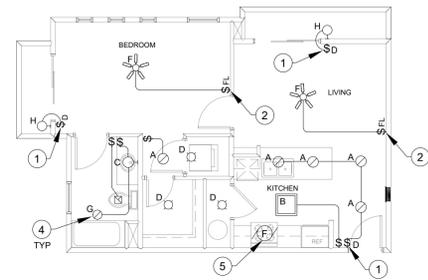
UNIT A ③



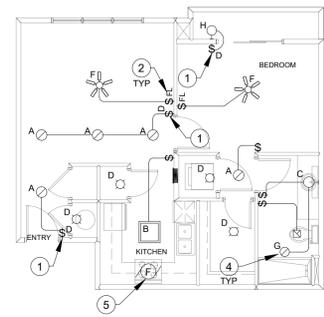
UNIT B ③



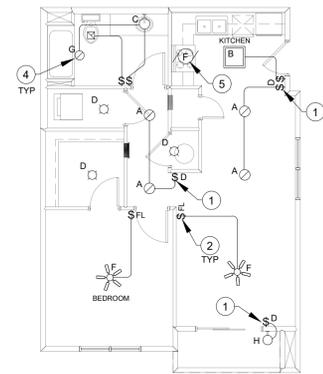
UNIT B - ADA ③



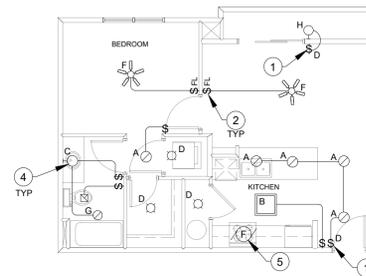
UNIT C ③



UNIT D ③



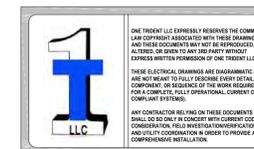
UNIT E ③



UNIT F ③

UNIT LIGHTING PLANS ○

1/8" = 1'-0"



GENERAL NOTES:

- A. CONFIRM WITH ARCHITECT, PRIOR TO ROUGH-IN, WHICH UNITS MAY BE DESIGNATED AS HANDICAPPED ACCESSIBLE, HEARING OR VISUAL IMPAIRED, AND MAKE ADJUSTMENTS CONSISTENT WITH KEYED NOTES.
- B. SIZE CONDUCTORS ACCORDING TO CORRESPONDING BREAKER RATING.

ELECTRICAL KEYED NOTES: ○

1. PROVIDE LINE VOLTAGE LED 0-10 DIMMER SWITCH. DIMMER MUST BE COMPATIBLE WITH FIXTURE(S) INSTALLED.
2. PROVIDE SEPARATE FAN SPEED CONTROL AND LIGHT DIMMER SWITCHES. DIMMER MUST BE COMPATIBLE WITH ACTUAL FIXTURE INSTALLED.
3. ALL APARTMENT LIGHTING TO BE ON TENANT PANEL CIRCUIT #1.
4. CONTRACTOR SHALL EXERCISE CARE DURING ROUGH-IN IN ORDER TO LOCATE FIXTURE "ON-CENTER" AND WITHOUT OBSTRUCTION(S). REFER TO ARCHITECTURAL DETAILS FOR EXACT DIMENSIONS.
5. EXHAUST FAN FURNISHED WITH KITCHEN APPLIANCE. SEE POWER PLAN E-501 FOR ADDITIONAL REQUIREMENTS.

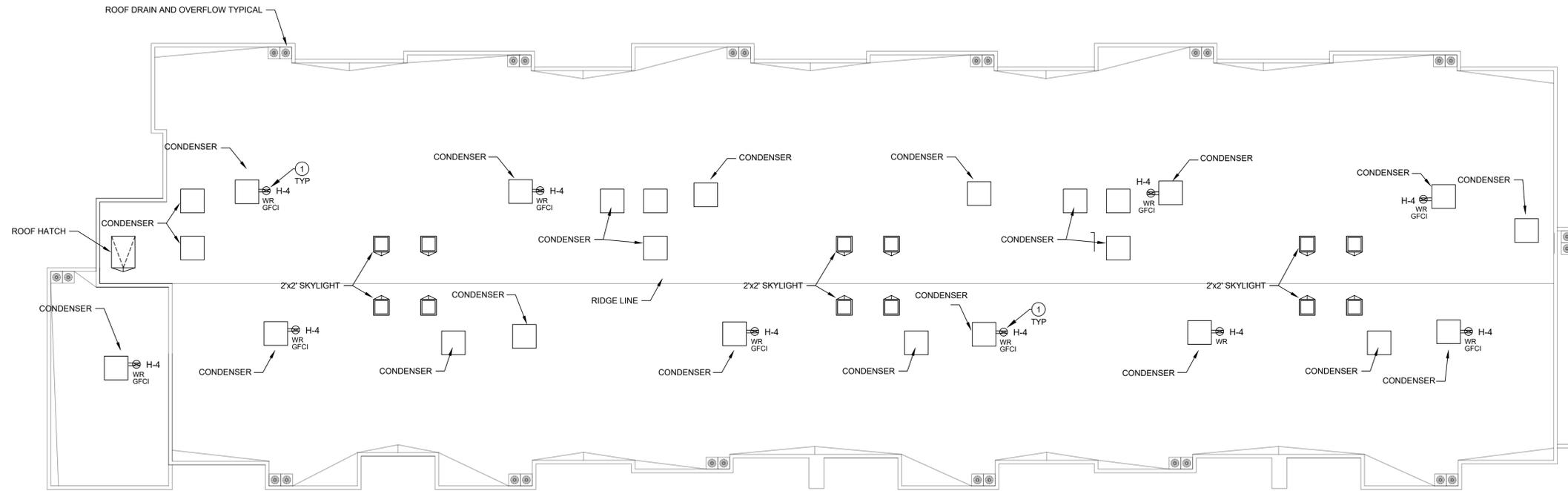
No	Revision Item	Date

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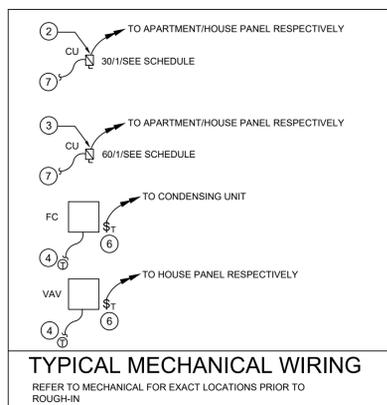
DRAWING TITLE
UNIT LIGHTING PLANS

DESIGNED	PROJECT NO
DRAWN	SCALE
CHECKED	DRAWING NO
REVIEWED	E-200
DATE	04-25-2025



ROOF ELECTRICAL CONNECTIONS PLAN

SCALE: 1/8" = 1'-0"



MECHANICAL EQUIPMENT CONNECTION SCHEDULE									
ITEM	DESCRIPTION	LOAD				Termination	Notes		
		Volts	Phase	HP	KVA			MCA	OCP
CU-1	CONDENSING UNIT	208	1		18.1	30.0		2,3	
CU-2	CONDENSING UNIT	208	1		24.5	40.0		2,3	
FCU-1	FAN COIL UNIT	208	1		18.1	30.0			
FCU-2	FAN COIL UNIT	208	1		24.5	40.0			
EUH-1	ELECTRIC UNIT HEATER	208	1		12.5	20.0		4	
CEF-1	CEILING EXHAUST FAN	115	1						

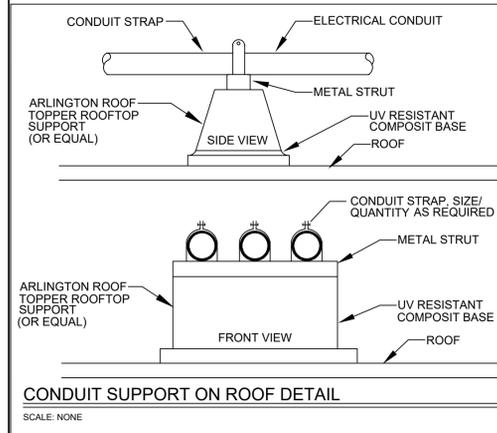
NOTES: (Verify all equipment voltages and amp ratings with mechanical contractor prior to rough-in.) 04-2025
 1. NEMA 3R fused disconnect switch or breaker provided with unit. Refer to Mechanical Equipment Schedule.
 2. Provide fused disconnect switch, NEMA 3R if outside.
 3. Provide 120V GFCI duplex receptacle adjacent to unit; NEMA 3R if outside. Comply with NEC 210.63
 4. Provide thermal switch.
 5. Provide NEMA 3R combination starter / disconnect switch. Provide OCP per approved mechanical equipment.

ELECTRICAL KEYED NOTES: ○

- WEATHER RESISTANT GFCI RECEPTACLE MOUNTED ON, OR ADJACENT TO, MECHANICAL UNIT INSTALLED IN A MANNER THAT DOES NOT IMPEDE ACCESS REQUIRED FOR ROUTINE MECHANICAL MAINTENANCE. COMPLY WITH NEC 210.63(A).
- 30-AMP, 250-VOLT, 1-PHASE, FSS, DISCONNECT IN NEMA-3R ENCLOSURE MOUNTED ON, OR ADJACENT TO, MECHANICAL UNIT IN A MANNER THAT DOES NOT IMPEDE ACCESS REQUIRED FOR ROUTINE MECHANICAL MAINTENANCE. EXTEND .75" CONDUIT WITH 3 #10 CU AND 1 #10 CU EGR TO CIRCUIT INDICATED AND PROVIDE FUSES IN ACCORDANCE WITH MANUFACTURER'S NAMEPLATE.
- 60-AMP, 250-VOLT, 1-PHASE, FSS DISCONNECT IN NEMA-3R ENCLOSURE MOUNTED ON, OR ADJACENT TO, MECHANICAL UNIT IN A MANNER THAT DOES NOT IMPEDE ACCESS REQUIRED FOR ROUTINE MECHANICAL MAINTENANCE. EXTEND .75" CONDUIT WITH 3 #6 CU AND 1 #10 CU EGR TO CIRCUIT INDICATED AND PROVIDE FUSES IN ACCORDANCE WITH MANUFACTURER'S NAMEPLATE.
- .75" BUSHED CONDUIT WITH PULL-STRING FOR T-STAT CONTROL WIRING STUBBED INTO ACCESSIBLE CEILING SPACE. COORDINATE EXACT LOCATION AND CONDUIT REQUIREMENTS PRIOR TO ROUGH-IN.

FOR PLENUM CEILING CAVITIES, CONDUIT(S) SHALL BE INSTALLED FROM T-STAT TO UNIT SUPERVISED UNLESS CONTROL WIRE IS LISTED FOR USE IN PLENUM ENVIRONMENTS.

FOR LINE-VOLTAGE T-STAT, ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL AND TERMINATE ALL WIRING RATED 120-VOLT OR ABOVE.
- NOT USED.
- TWO POLE, 20-AMP THERMAL SWITCH INSTALLED ON, OR ADJACENT TO, A/C INDOOR UNIT. EXTEND #12 CU CONDUCTORS TO CIRCUIT INDICATED.
- EXTEND .50" CONDUIT WITH 4 #14 CU CONDUCTORS FOR LINE-VOLTAGE INTERLOCK CONTROL WIRING BETWEEN SPLIT SYSTEM OUT-DOOR UNIT AND SPLIT-SYSTEM INDOOR UNIT. COORDINATE WITH MECHANICAL PRIOR TO ROUGH-IN. ALL WIRING SHALL COMPLY WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.



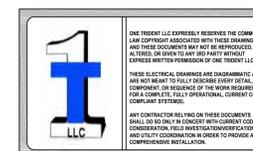
No	Revision	Item	Date

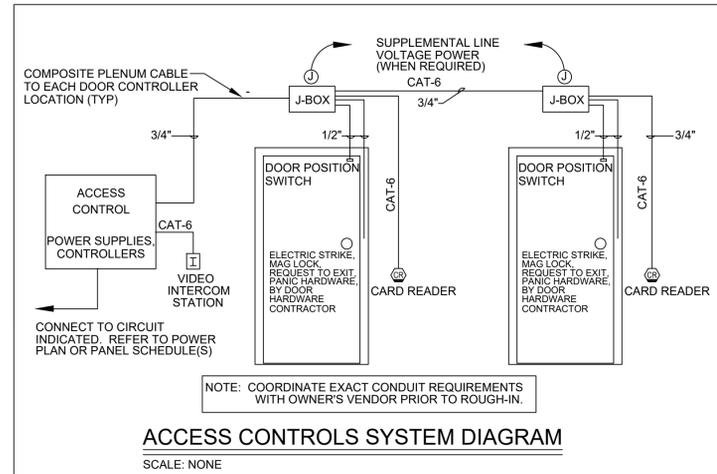
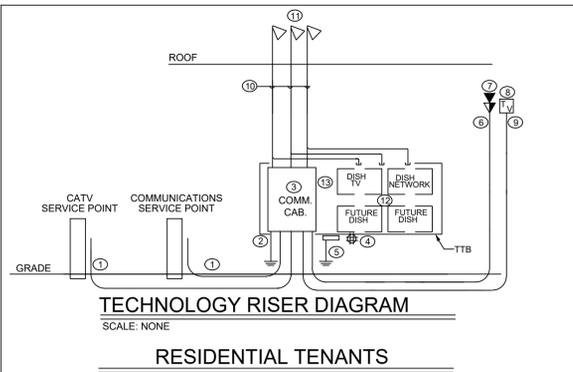
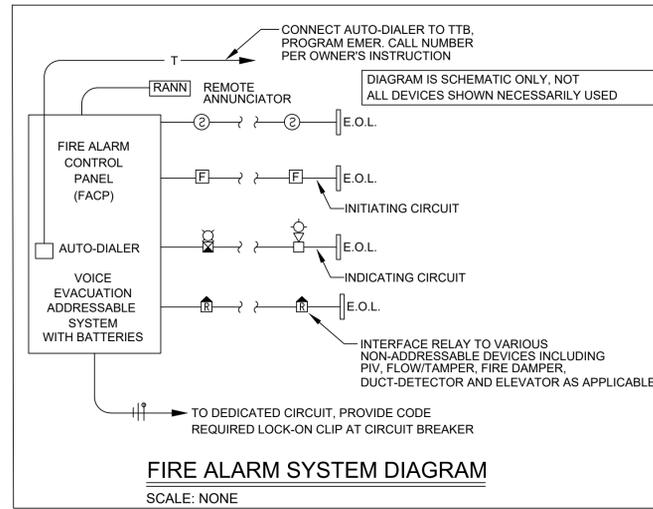
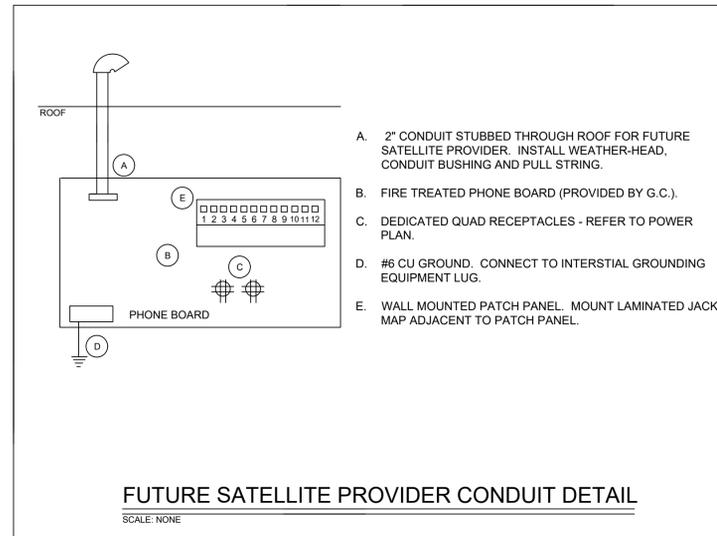
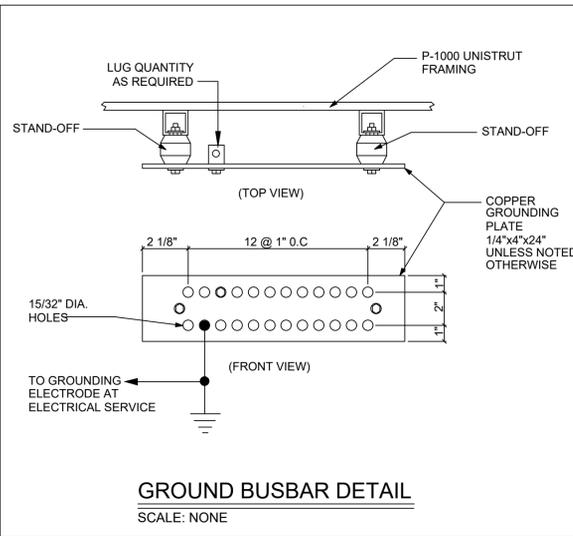
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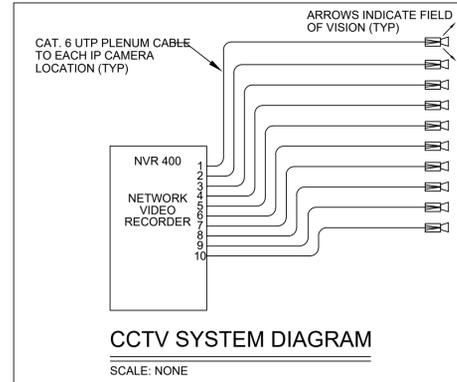
DRAWING TITLE ROOF ELECTRICAL CONNECTIONS PLAN

DESIGNED	PROJECT NO
DRAWN	SCALE
CHECKED	DRAWING NO
	E-300
REVIEWED	DATE
	04-25-2025





- RESIDENTIAL TENANTS**
- COMMUNICATIONS RISER DIAGRAM NOTES:**
- CONTRACTOR SHALL FULLY COORDINATE TELEPHONE AND CABLE T.V. SERVICE TO BUILDING PRIOR TO ROUGH-IN.
 - ONE 4" PVC CONDUIT W/ PULL STRING TO TELECOMMUNICATION SERVICE POINT. COORDINATE ALL TELECOM/CATV WORK WITH SERVING TELECOMMUNICATIONS COMPANY. WITH APPROVAL FROM LOCAL UTILITY PROVIDER, CONDUIT SIZE MAY BE REDUCED TO SERVE THIS BUILDING.
 - ONE BARE #6 SOLID CU TO TO INTERSYSTEM BONDING TERMINAL (IBT).
 - MAIN COMMUNICATIONS CABINET FOR THIS BUILDING.
 - DEDICATED QUADRIPLEX RECEPTACLE.
 - GROUND BAR. EXTEND #6 CU (BARE) TO BUILDING SERVICE.
 - (2) CAT-6 CABLE TO EACH COMBO VOICE/DATA OUTLET. (1) CAT-6 TO EACH SINGLE VOICE/DATA OUTLET.
 - TYPICAL VOICE/DATA OUTLET AT COMMUNITY BUILDING.
 - TYPICAL TELEVISION (CATV) OUTLET AT COMMUNITY BUILDING.
 - (1) RG6 COAX CABLE TO EACH TELEVISION OUTLET AT COMMUNITY BUILDING.
 - 2" CONDUIT TO ROOF FOR FUTURE SATELLITE SERVICE OPTIONS. PROVIDE PULL STRING FOR FUTURE USE.
 - 2" WEATHERHEAD FOR FUTURE USE BY ANTENNA AND SATELLITE DISH PROVIDERS.
 - FUTURE ROOF TOP DISH PROVIDER DISTRIBUTION EQUIPMENT.
 - CONTRACTOR SHALL CAREFULLY PLAN THE INSTALLATION OF ALL CATV/TELECOM/DATA EQUIPMENT TO ENSURE ADEQUATE SPACE IS AVAILABLE FOR FUTURE DISH PROVIDER(S).



FIRE ALARM GENERAL NOTES:

- THE FIRE ALARM CONTRACTOR SHALL EMPLOY THE SERVICES OF A NICET 3 (OR BETTER) FIRE ALARM DESIGNER AND SHALL PROCESS SHOP DRAWINGS FOR APPROVAL BY THE FIRE MARSHAL. ALL DEVICES REQUIRED BY CODE AND/OR THE AHJ WHETHER OR NOT SHOWN ON THIS DRAWING, SHALL BE THE RESPONSIBILITY OF THE FIRE ALARM CONTRACTOR AND SHALL BE INSTALLED AT NO ADDITIONAL COST.
- ALL DEVICES SHALL BE SUITABLE FOR THE ENVIRONMENT IN WHICH THEY ARE LOCATED AND APPROPRIATELY U.L. LISTED WHENEVER APPLICABLE.
- SMOKE DETECTORS SHALL NOT BE LOCATED WITHIN 36" OF ANY AIR REGISTER (SUPPLY OR RETURN).
- PULL STATIONS: PULL STATIONS ARE REQUIRED AT EVERY EXTERIOR MEANS OF EGRESS. MOUNT 3'-5" - 4'-5" TO CENTER OF DEVICE. LOCATE WITHIN 5' OF EXTERIOR DOOR. MAXIMUM TRAVEL BETWEEN PULL STATIONS IS 200'.
- ALL MOUNTED STROBES AND HORN/STROBES SHALL BE LOCATED SO THE ENTIRE LENS IS BETWEEN 80° AND 96° AFF.
- IN CORRIDORS STROBES AND HORN/STROBES SHALL BE LOCATED WITHIN 15'-0" OF THE END OF THE CORRIDOR AND NOT MORE THAN 100'-0" APART.
- INSTALL MONITOR MODULES AT EACH FLOW AND TAMPER SWITCH (INCLUDING DAMPERS AND F.I.V.'S). VERIFY LOCATIONS WITH MECHANICAL AND FIRE SPRINKLER DRAWINGS PRIOR TO INSTALLATION.
- INSTALL DUCT DETECTORS ON THE RETURN SIDE OF ALL AIR HANDLING UNITS RATED OVER 2000 CFM. COORDINATE OPERATING VOLTAGE PRIOR TO INSTALLATION. DUCT DETECTORS SHALL BE FURNISHED BY FIRE ALARM CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
- ELECTRICAL CONTRACTOR SHALL INSTALL ALL 3/4" CONDUIT REQUIRED FOR FIRE ALARM SYSTEM. ALL CONDUIT SHALL BE RED OR HAVE RED BANDING EVERY 5'-0". BUSH ALL EXPOSED CONDUIT ENDS.
- ALL CONDITIONS THAT APPLY SHALL COMPLY WITH NFPA 72.
- FIRE ALARM SYSTEM SHALL HAVE A MINIMUM 1 YEAR WARRANTY ON ALL PARTS AND INSTALLATION. UPON COMPLETION OF INSTALLATION AND TRAINING THE CONTRACTOR SHALL GIVE THE OWNER A COMPLETE COPY OF THE FIRE ALARM PROGRAMMING MANUAL (INCLUDING PASSWORDS).
- FIRE ALARM CONTRACTOR SHALL HAVE A MINIMUM OF 5 YEARS EXPERIENCE AND UPON REQUEST DEMONSTRATE AT LEAST 3 PAST PROJECTS OF SIMILAR SCALE AND SCOPE. CONTRACTOR SHALL PROVIDE 24 HOUR EMERGENCY RESPONSE SERVICES DURING THE WARRANTY PERIOD AT NO ADDITIONAL COST TO THE OWNER. INSTALLER SHALL BE RESPONSIBLE FOR CABLING, TERMINATIONS, PROGRAMMING, ETC... "PARTS & SMARTS" JOINT VENTURES ARE UNACCEPTABLE.
- FIRE ALARM CONTRACTOR SHALL HAVE 20 CALENDAR DAYS FROM NOTICE OF AWARD TO PRODUCE JOB SPECIFIC SHOP DRAWINGS AND SUBMIT THEM TO THE FIRE MARSHAL FOR APPROVAL.
- SMOKE DETECTORS IN RESIDENCES SHALL BE INSTALLED PER NFPA 72. SMOKE DETECTORS WITH INTEGRAL ALARM SHALL BE LOCATED IN EACH BEDROOM, OUTSIDE EACH SLEEPING AREA, AND ON EVERY FLOOR LEVEL. THE SMOKE DETECTORS SHALL BE INTERCONNECTED SO THAT WHEN ONE SOUNDS, THEY ALL SOUND.

FIRE ALARM NOTES:

- FIRE ALARM CONTROL PANEL (FACP). REFER TO FIRE ALARM RISER DIAGRAM.
- FIRE ALARM REMOTE ANNUNCIATOR (FARA) AND VOICE COMMAND CENTER. REFER TO FIRE ALARM RISER DIAGRAM.
- ADDITIONAL INITIATION AND NOTIFICATION DEVICES TO BE LOCATED THROUGH-OUT PARKING GARAGE. QUANTITIES AND LOCATIONS TO BE DETERMINED BY NICET PROFESSIONAL.
- COORDINATE EXACT PLACEMENT OF FIRE SPRINKLER FLOW AND TAMPER SWITCHES PRIOR TO ROUGH-IN.
- COORDINATE EXACT LOCATION OF POST INDICATOR VALVE PRIOR TO ROUGH-IN. EXTEND .75" CONDUIT FOR FIRE ALARM WIRING.
- REFER TO UNIT PLAN E-501 FOR ADDITIONAL FIRE ALARM DEVICE PLACEMENT.
- COORDINATE EXACT PLACEMENT OF FIRE SMOKE DAMPER(S) PRIOR TO ROUGH-IN.

GENERAL NOTES:

- THE REQUIREMENT(S) ILLUSTRATED HERE-IN SHALL APPLY TO THE ENTIRE SCOPE OF THE WORK, UNLESS EXPLICITLY MODIFIED ELSEWHERE.
- IN THE EVENT THE CONTRACTOR BELIEVES THERE MAY BE A CONFLICT BETWEEN THE REQUIREMENT(S) ILLUSTRATED HERE-IN, THE MORE STRINGENT REQUIREMENT SHALL PREVAIL.
- IN THE EVENT THE CONTRACTOR REQUIRES CLARIFICATION, THE CONTRACTOR SHALL REQUEST SUCH CLARIFICATION(S) PRIOR TO COMMENCING WITH THE WORK.

CONTRACTOR SHALL NOT BE COMPENSATED OR REIMBURSED FOR "RE-WORK" RESULTING FROM ITS FAILURE TO OBTAIN CLARIFICATION PRIOR TO COMMENCING WITH ANY PORTION OF THE WORK.

No	Revision	Item	Date

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DRAWING TITLE
ELECTRICAL DETAILS

SEAL	DESIGNED	PROJECT NO
	DRAWN	SCALE
	CHECKED	DRAWING NO
	REVIEWED	E-400
DATE 04-25-2025		

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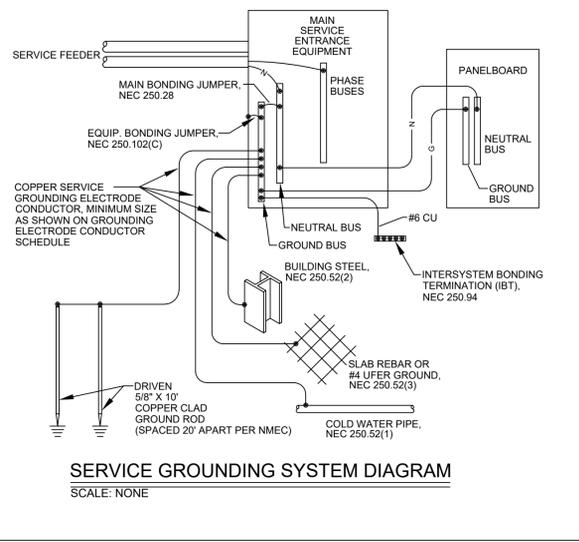
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SERVICE GROUNDING SYSTEM GENERAL NOTES

- A. ALL CONDUCTORS USED FOR THE GROUNDING SYSTEM SHALL BE COPPER.
- B. CONNECT THE GROUNDING SYSTEM TO THE FOUR FOLLOWING COMPONENTS IF AVAILABLE:
 - BUILDING STEEL.
 - METAL U.G. COLD WATER PIPE.
 - CONCRETE ENCASED REBAR OR #4 COPPER UFER.
 - 10' GROUND RODS.
- C. ANY SPLICING SHALL BE VIA IRREVERSIBLE COMPRESSION TYPE.
- D. THE GROUNDING SYSTEM SHALL COMPLY WITH ALL REQUIREMENTS OF ARTICLE 250 NEC, AND SHALL PROVIDE 5 OHMS OR LESS RESISTANCE TO GROUND. PROVIDE TEST REPORT VERIFYING RESISTANCE LEVEL IS IN COMPLIANCE WITH 5 OHM MAXIMUM.

GROUNDING ELECTRODE CONDUCTOR SCHEDULE

SERVICE AMPACITY	EQUIV. CU WIRE SIZE	MAIN BONDING JUMPER	EQUIPMENT BONDING JUMPER	METALLIC PIPE CONDUCTOR	BUILDING STEEL CONDUCTOR	REBAR OR UFER CONDUCTOR	GROUND ROD CONDUCTOR
100A	#2	#8	#8	#8	#8	#8	#8
150A	#1/0	#6	#6	#6	#6	#6	#6
200A	#3/0	#4	#4	#4	#4	#4	#6
225A	#4/0	#2	#2	#2	#2	#4	#6
400A	#600	#1/0	#1/0	#1/0	#1/0	#4	#6
600A	(2) X 350	#2/0	#2/0	#2/0	#2/0	#4	#6
800A	(2) X 600	#3/0	#3/0	#2/0	#2/0	#4	#6
1000A	(3) X 400	#3/0	#3/0	#3/0	#3/0	#4	#6
1200A	(4) X 350	#4/0	#4/0	#3/0	#3/0	#4	#6
1600A	(5) X 400	250KCMIL	250KCMIL	#3/0	#3/0	#4	#6
2000A	(6) X 400	350KCMIL	350KCMIL	#3/0	#3/0	#4	#6



SERVICE CHARACTERISTICS: APARTMENTS

208/120 VOLT, 3PHASE, 4 WIRE, 60 HZ

APARTMENT(S) METER CENTER:

CALCULATED LOADS (APARTMENTS): 840.8 KVA

ESTIMATED DEMAND (APARTMENTS): 294.3 KVA (818 AMPS)

COMMON AREA: 40.3 KVA (112 AMPS)

FUTURE LOAD: 7.2 KVA

TOTAL LOAD: 341.8 KVA (949 AMPS)

RECOMMENDED UTILITY TRANSFORMER SIZE IS 500 KVA
AVAILABLE FAULT CURRENT PER PNM DM-4-11.0: 60,000 AIC

*ALL SERVICE EQUIPMENT SHALL BE BRACED AT 65K AIC UNLESS NOTED OTHERWISE

RISER DIAGRAM KEYED NOTES

- NEW UTILITY OWNED OIL-FILLED 3-PHASE TRANSFORMER. REFER TO GENERAL NOTES ON SHEET E-001 FOR ADDITIONAL REQUIREMENTS.
- CONCRETE PAD IN ACCORDANCE WITH SERVING UTILITY'S CONSTRUCTION STANDARD DS-7-16.5.
- GROUNDING ELECTRODES IN COMPLIANCE WITH NEC 250.

IF ONE, OR MORE, OF THE PRESCRIBED GROUNDING ELECTRODES ARE ABSENT FROM THIS PROJECT, CONTRACTOR SHALL COMPLY WITH NEW MEXICO STATE CODE NMAC 14.10.4 ARTICLE 250-50.

- MODULAR METERING CENTER, SIZE AS SHOWN, WITH ARC ENERGY REDUCTION. METER CENTER SHALL BE 208Y/120-VOLT, 3-PHASE IN, 1-PHASE OUT, WITH ALUMINUM BUS AND METER SOCKETS ACCEPTABLE TO THE SERVING UTILITY COMPANY. ALL BREAKERS SHALL BE BRACED AT 65,000 AIC.

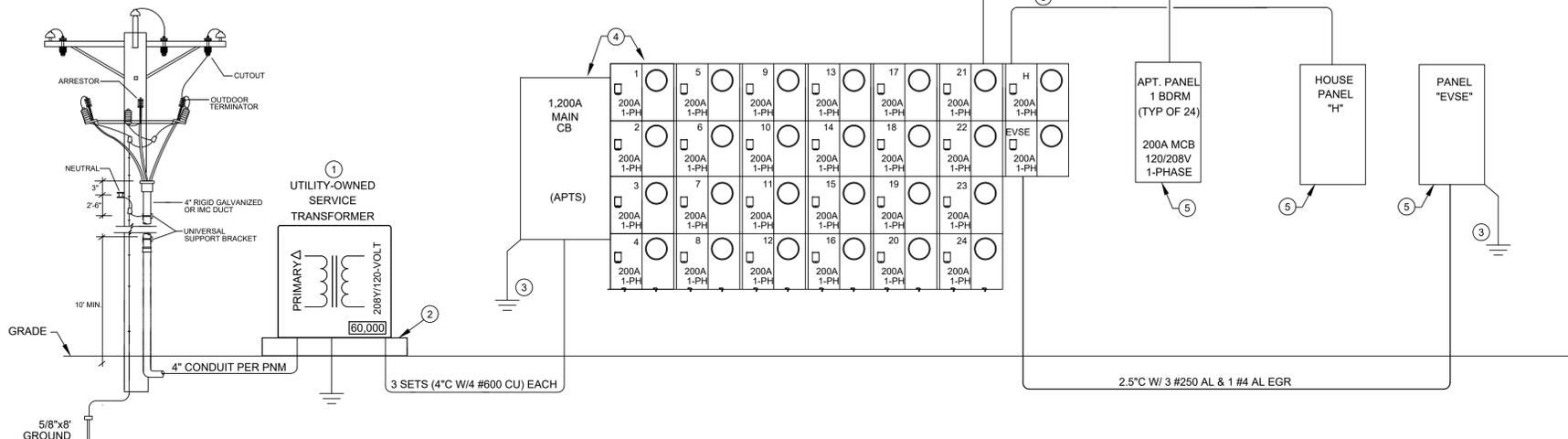
CONTRACTOR SHALL PRODUCE A SCALE DRAWING OF ENTIRE METER CENTER BASED ON ACTUAL MANUFACTURER'S DIMENSIONS AND COORDINATE THE EXACT PLACEMENT OF ELECTRICAL DISTRIBUTION EQUIPMENT WITH THE ARCHITECT ARCHITECT PRIOR TO ORDERING, ROUGH-IN, OR INSTALLATION TO AVOID CONFLICTS WITH WINDOWS, DOORS, WORKING CLEARANCES AND THE LIKE.

- LOAD CENTER. REFER TO SCHEDULE FOR ADDITIONAL REQUIREMENTS.

- 200-AMP, 1-PHASE, FEEDER OPTIONS BEFORE VOLTAGE DROP CONSIDERATIONS. REFER TO GENERAL NOTES ON SHEET E-001.

COPPER: 2" CONDUIT WITH 3 #2/0 CU AND 1 #6 CU EGR
ALUMINUM: 2" CONDUIT WITH 3 #4/0 AL AND 1 #4 AL EGR.

PROPERLY LISTED MULTI-WIRE ASSEMBLIES ACCEPTABLE TO THE AHJ ARE PERMISSIBLE IN LIEU OF CONDUIT. WHERE TYPE "SER" CABLE IS UTILIZED, CONTRACTOR SHALL COMPLY WITH NM STATE CODE NMAC 14.10.4 ARTICLE 215.



POWER RISER DIAGRAM

SCALE: NONE

PANEL: TYP. 1 BDRM APT			VOLTAGE: 120/208V			MAINS: 200A MLO			WIRING: 1 PHASE, 3-W					
LOCATION: REFER TO UNIT PLANS			MOUNTING: FLUSH			DEVICE FAMILY: PLUG-ON			ENCLOSURE: NEMA 1					
FED FROM: METER CENTER			FEED: BOTTOM			O.C. DEVICE: CIRCUIT BREAKER			AIC: 10,000					
BKR SIZE	NOTES	DESCRIPTION	CODE	LOAD (VA)	CKT NO.	PHASE A	PHASE B	CKT NO.	LOAD (VA)	CODE	DESCRIPTION	NOTES	BKR SIZE	
20A-1P	LIGHTING	LIGHTING	LTG	272	1	272	2				SPARE		20A-1P	
20A-1P	BEDROOM	RECEPTACLES	REC	1080	3		1440	4	360	REC	RECEPTACLES	BATH GFCI	20A-1P	
20A-1P		SPARE			5	1080	6	1080		REC	RECEPTACLES	LIVING/DINING	20A-1P	
20A-1P	REFRIGERATOR	RECEPTACLES	REC	1140	7		1140	8			SPARE		20A-1P	
20A-1P	KITCHEN	RECEPTACLES	REC	1500	9	3000	10	1500		REC	RECEPTACLES	KITCHEN	20A-1P	
20A-1P	DISHWASH/DISPOSAL	RECEPTACLES	REC	900	11		5060	12	4160	REC	RECEPTACLES	RANGE	50A-2P	
20A-1P	MICROWAVE	RECEPTACLES	REC	1200	13	5360	14	4160					20A-1P	
35A-2P	WATER HEATER	MECHANICAL	MECH	2246	15		4746	16	2500	REC	RECEPTACLE	WASHER/DRYER	30A-2P	
				2246	17	4746								
20A-1P	GENERAL	RECEPTACLES	REC	180	19		2062	20	1882	MECH	MECHANICAL	FUJ-2	30A-2P	
30A-2P	CU-2	MECHANICAL	MECH	1882	21	3764								
				1882	23		2182	24	300	REC	RECEPTACLES	SMOKE DETECTORS	20A-1P	
20A-1P	HOOD EXHAUST	MECHANICAL	REC	180	25	180				PROV			20A-1P	
20A-1P		SPARE			27					PROV			20A-1P	
20A-1P		SPARE			29					PROV			20A-1P	
TOTAL			PHASE TOTALS: VA			AMPS			NOTES:					
			PHASE A: 18402			153.4			1.) PROVIDE GROUND BAR, NEUTRAL BAR, DOOR-IN-DOOR TRIM.					
			PHASE B: 16630			138.6			2.) PROVIDE INTEGRAL 50ka SURGE PROTECTIVE DEVICE PER NEC 242.14					
									3.) PROVIDE GFCI AND AFCI BREAKERS PER NEC 2020.					
									4.) BREAKER CHARACTERISTICS SHALL MATCH LOAD(S) SERVED.					

PANEL: "EVSE"			VOLTAGE: 120/240V			MAINS: 200A MLO			WIRING: 1 PHASE, 3-W					
LOCATION: REFER TO SITE PLAN			MOUNTING: SURFACE			DEVICE FAMILY: PLUG-ON			ENCLOSURE: NEMA 3R					
FED FROM: METER CENTER			FEED: BOTTOM			O.C. DEVICE: CIRCUIT BREAKER			AIC: 10,000					
BKR SIZE	NOTES	DESCRIPTION	CODE	LOAD (VA)	CKT NO.	PHASE A	PHASE B	CKT NO.	LOAD (VA)	CODE	DESCRIPTION	NOTES	BKR SIZE	
50A-2P		EV CHARGER		3600	1	7200	2		3600		EVSE	FUTURE	50A-2P	
				3600	3		7200	4	3600					
50A-2P		EV CHARGER		3600	5	3600								
				3600	7									
		PROV			9									
		PROV			11									
TOTAL			PHASE TOTALS: VA			AMPS			NOTES:					
			PHASE A: 10800			90.0			1.) PROVIDE GROUND BAR, NEUTRAL BAR, DOOR-IN-DOOR TRIM.					
			PHASE B: 10800			90.0			2.) PROVIDE INTEGRAL 50ka SURGE PROTECTIVE DEVICE PER NEC 242.14					
									3.) PROVIDE GFCI AND AFCI BREAKERS PER NEC 2020.					
									4.) BREAKER CHARACTERISTICS SHALL MATCH LOAD(S) SERVED.					

PANEL: "H"			VOLTAGE: 120/240V			MAINS: 200A MLO			WIRING: 1 PHASE, 3-W					
LOCATION: OFFICE AREA			MOUNTING: SURFACE			DEVICE FAMILY: PLUG-ON			ENCLOSURE: NEMA 3R					
FED FROM: METER CENTER			FEED: TOP			O.C. DEVICE: CIRCUIT BREAKER			AIC: 10,000					
BKR SIZE	NOTES	DESCRIPTION	CODE	LOAD (VA)	CKT NO.	PHASE A	PHASE B	CKT NO.	LOAD (VA)	CODE	DESCRIPTION	NOTES	BKR SIZE	
20A-1P	STAIRS/STORAGE	LIGHTING	LTG	1175	1	2255	2	1080		REC	RECEPTACLES	COMMON AREAS	20A-1P	
20A-1P		EXT WALL PACKS	LTG	600	3		2400	4	1800	REC	RECEPTACLES	ROOFTOP GFCI	20A-1P	
20A-1P	OFFICE	LIGHTING	LTG	317	5	677								
20A-1P	COPER	RECEPTACLES	REC	900	7		1620	8	720	REC	RECEPTACLES	OFFICE	20A-1P	
20A-1P		SPARE			9									
20A-1P		SPARE			11									
20A-1P		SPARE			13									
20A-1P		SPARE			15									
20A-1P		SPARE			17									
20A-1P		SPARE			19									
20A-1P		SPARE			21									
20A-1P		SPARE			23									
20A-1P		SPARE			25									
20A-1P	PROVIDE LOCK-ON DEVICE	CCTV HEAD-END	REC	900	27		900	28			SPARE		20A-1P	
20A-1P	PROVIDE LOCK-ON DEVICE	ACCESS CONTROL	REC	900	29	2100								
20A-1P	PROVIDE LOCK-ON DEVICE	FACP	REC	900	31		2100	32	1200	REC	HOT-BOX	DOMESTIC	20A-1P	
20A-1P		MOTORIZED GATE	REC	900	33	1080								
40A-2P		FUJ-2		2548	35		3848	36	1300	REC	RECEPTACLES	IRRIGATION CONTROLLER	25A-2P	
				2548	37	3848								
40A-2P		CU-2		2548	39		2548	40			PROV			
				2548	41	2548								
TOTAL			PHASE TOTALS: VA			AMPS			NOTES:					
			PHASE A: 12508			104.2			1.) PROVIDE GROUND BAR, NEUTRAL BAR, DOOR-IN-DOOR TRIM.					
			PHASE B: 13416			111.8			2.) PROVIDE INTEGRAL 50ka SURGE PROTECTIVE DEVICE PER NEC 242.14					
									3.) PROVIDE GFCI AND AFCI BREAKERS PER NEC 2020.					
									4.) BREAKER CHARACTERISTICS SHALL MATCH LOAD(S) SERVED.					

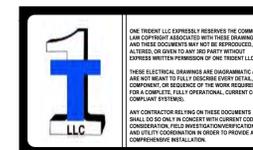
No	Revision	Item	Date

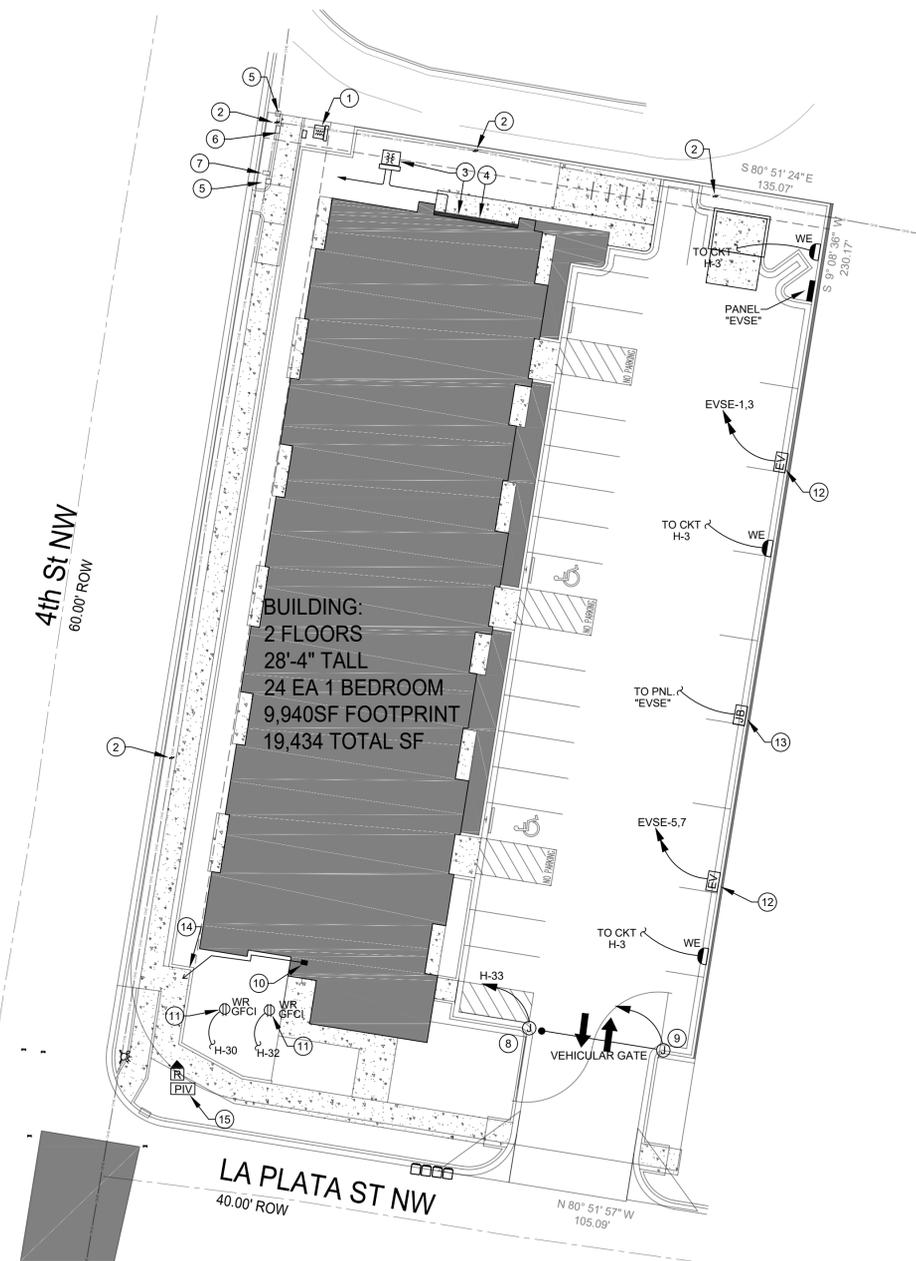
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RISER DIAGRAM

DESIGNED	JT	PROJECT NO.
DRAWN	DP	SCALE
CHECKED	JT	DRAWING NO.
REVIEWED	JT	E-600
DATE	04-25-2025	OF





ELECTRICAL SITE PLAN

SCALE: 1" = 20'-0"

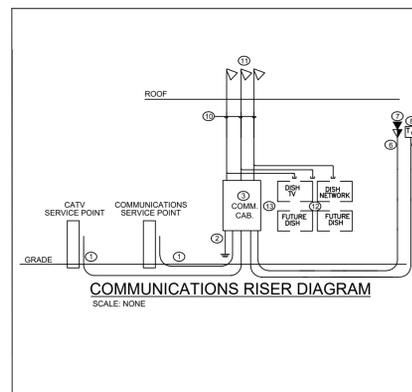


GENERAL NOTES:

- A. REFER TO SHEET E-400 FOR FIRE ALARM RISER DIAGRAM AND ADDITIONAL REQUIREMENTS.

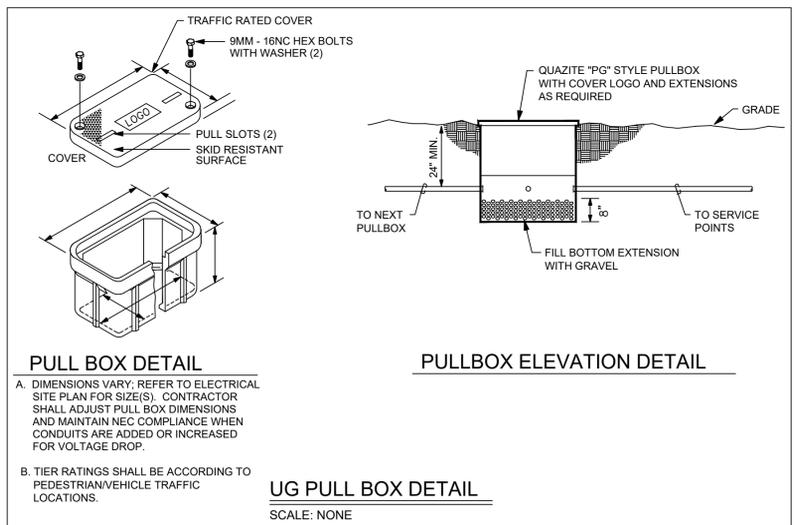
ELECTRICAL KEYED NOTES:

- EXISTING 1-PHASE TRANSFORMER - TO REMAIN.
- EXISTING POWER POLE.
- NEW 3-PHASE TRANSFORMER AND SERVICE ENTRANCE EQUIPMENT. REFER TO RISER DIAGRAM FOR ADDITIONAL REQUIREMENTS.
- METERING EQUIPMENT PER PNM REQUIREMENTS. REFER TO RISER DIAGRAM.
- EXISTING TRAFFIC SIGNAL - TO REMAIN.
- EXISTING TELECOM BOX - TO REMAIN.
- EXISTING TRAFFIC CONTROL VAULT- TO REMAIN.
- WEATHER-PROOF J-BOX SERVING MOTORIZED GATE OPERATOR. EXTEND 1" CONDUIT WITH 2 #6 CU AND 1 #6 CU EGR TO CIRCUIT INDICATED. COORDINATE EXACT LOCATION WITH GATE INSTALLER PRIOR TO ROUGH-IN.
- WEATHERPROOF JUNCTION BOX FOR DATA COMMUNICATION WITH OPERABLE GATE OPERATOR. EXTEND 1" CONDUIT WITH MULE-TAPE MEASURING PULL-STRING TO MAIN TELE-COM CLOSET. COORDINATE EXACT LOCATION WITH GATE INSTALLER PRIOR TO ROUGH-IN.
- APPROXIMATE LOCATION OF IRRIGATION TIME-CLOCK. PROVIDE GFCI RECEPTACLE LOCATED PER LANDSCAPE DRAWINGS.
- WEATHERPROOF GFCI RECEPTACLE WITH AUDIBLE ALARM INSTALLED IN HOT-BOX FOR HEAT-TAPE. VERIFY EXACT LOCATION(S) PRIOR TO ROUGH-IN. EXTEND 75" CONDUIT WITH 2 #10 CU AND 1 #0 CU EGR TO CIRCUIT INDICATED.
- ELECTRIC VEHICLE CHARGER FBO. INSTALL 50-AMP, 208-VOLT, 1 PHASE, WEATHER RESISTANT RECEPTACLE IN NEMA CONFIGURATION COMPATIBLE WITH OWNER'S EQUIPMENT, ON WALL OR UNISTRUT POST. EXTEND 1" CONDUIT WITH 3 #6 CU AND 1 #6 CU EGR TO PANEL "H".
- FUTURE EVSE. PROVIDE 17X30 TIER 22 POLYMER CONCRETE PULL-BOX WITH ETCHED LID "ELECTRIC". EXTEND 1" CONDUIT WITH MULE-TAPE PULL-STRING TO HOUSE PANEL.
- 4" PVC CONDUIT FOR TELEPHONE/DATA UTILITY SERVICE. REFER TO COMMUNICATIONS RISER DIAGRAM FOR ADDITIONAL REQUIREMENTS. COORDINATE EXACT ROUTING AND SERVICE POINT WITH UTILITY PROVIDER PRIOR TO ROUGH-IN.
- FIRE ALARM POST INDICATOR VALVE RELAY MODULE. EXTEND 75" CONDUIT TO FACP. CONFIRM EXACT LOCATION WITH FIRE SPRINKLER INSTALLER PRIOR TO ROUGH-IN.



COMMUNICATIONS RISER DIAGRAM NOTES:

- CONTRACTOR SHALL FULLY COORDINATE TELEPHONE AND CABLE TV SERVICE TO BUILDING PRIOR TO ROUGH-IN.
- ONE 4" PVC CONDUIT W/ PULL STRING TO TELECOMMUNICATION SERVICE POINT COORDINATE ALL TELECOMMUNICATIONS WORK WITH SERVING TELECOMMUNICATIONS COMPANY. WITH APPROVAL FROM LOCAL UTILITY PROVIDER, CONDUIT SIZE MAY BE REDUCED TO SERVE THIS BUILDING.
- ONE BARE # 6 SOLID CU TO INTERSYSTEM BONDING TERMINAL (IBT).
- MAIN COMMUNICATIONS CABINET FOR THIS BUILDING.
- NOT USED.
- NOT USED.
- (2) CAT 6E CABLE TO EACH COMBO VOICE/DATA OUTLET.
- TYPICAL VOICE/DATA OUTLET AT COMMUNITY BUILDING.
- TYPICAL TELEVISION (CATV) OUTLET AT COMMUNITY BUILDING.
- (1) ROOF COAX CABLE TO EACH TELEVISION OUTLET AT COMMUNITY BUILDING.
- 2" CONDUIT TO ROOF FOR FUTURE SATELLITE SERVICE OPTIONS. PROVIDE PULL STRING FOR FUTURE USE.
- 2" WEATHERHEAD FOR FUTURE USE BY ANTENNA AND SATELLITE DISH PROVIDERS.
- FUTURE ROOF TOP DISH PROVIDER DISTRIBUTION EQUIPMENT.
- CONTRACTOR SHALL CAREFULLY PLAN THE INSTALLATION OF ALL CATV/TELECOM/DATA EQUIPMENT TO ENSURE ADEQUATE SPACE IS AVAILABLE FOR FUTURE DISH PROVIDER(S).



No	Revision	Item	Date

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DRAWING TITLE
ELECTRICAL SITE PLAN

SEAL	DESIGNED	PROJECT NO
	DRAWN	SCALE
	CHECKED	DRAWING NO
	REVIEWED	ES-100
	DATE	04-25-2025

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 ANY CONTRACTOR RELYING ON THESE DOCUMENTS SHALL DO SO ONLY IN CONJUNCTION WITH CURRENT CODE COMPLIANCE. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF ONE TREKENT LLC.

SECTION 26 0500- BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor shall make a thorough field investigation of all work described above and shown on the contract drawings prior to submitting a bid on this project to ensure the bid is complete and comprehensive. All "systems" shall be installed in order to be fully functional.

1.2 SUMMARY

- A. This Section includes the following electrical materials and methods:
1. Building wire, connectors, and splices for branch circuits and feeders.
2. Supporting devices for electrical components.
B. Furnish all labor and materials necessary for complete electrical service to all equipment which requires electric connections installed as part of this project. Provide temporary electric power of sufficient capacity to allow construction.
C. Refer to Electrical Drawings for additional details required for this project.

1.3 ELECTRICAL SPECIFICATION INDEX

- 26 0500 - Basic Electrical Materials and Methods
26 0533 - Raceways and Boxes
26 2416 - Panelboards
26 2816 - Enclosed Switches and Circuit Breakers

1.4 SUBMITTALS

- A. General: Electrical submittals shall be provided for approval. The Contractor shall provide submittal information for:
1. Panelboards
2. Safety switches
3. Fuses
4. Light Fixtures
5. Occupancy Sensors (Controls)
6. Fire Alarm
7. Dry-type transformers
8. Special systems illustrated on the contract drawings.
1.5 QUALITY ASSURANCE
A. Comply with the current edition of NFPA 70 (NEC) and current State Electrical Code for components and installation.
B. When Applicable, IECC, HUD, LEED, Energy Star, Night sky Statutes, along with all local ordinances shall be satisfied by the installation of the Contractor.
1.6 DRAWINGS
A. All drawings included in the Contract Documents are to be considered as part of the work. Architectural drawings shall take precedence over electrical drawings.
B. As-built drawings: During project construction, the Contractor shall maintain an accurate record of the installation of all electrical work, carefully noting any deviations from the contract drawings. Upon project completion, the Contractor shall transfer all as-built information to a single neat and legible drawing set.
C. Upon completion of the fire alarm system installation, the contractor shall give the owner a complete copy of the fire alarm programming manual (including passwords).

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PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

- A. The electrical equipment connections on the drawings are based on specific equipment and models. Any additional costs resulting from any changes in equipment furnished will be the complete responsibility of the Division furnishing the equipment.
B. Duplex receptacles and wall switches shall be rated 20A.
C. Fuses shall be dual element Buss Fuseunits unless noted otherwise.
D. Safety switches rated 100A and above shall be heavy-duty rated.

2.2 BUILDING WIRE

- A. Description: Single conductor, copper. Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.

2.3 SUPPORTING DEVICES

- A. Channel and angle support systems, hangers, anchors, sleeves, brackets, fabricated items, and fasteners are designed to provide secure support from the building structure for electrical components.
1. Material: Steel, except as otherwise indicated, protected from corrosion with zinc coating or with treatment of equivalent corrosion resistance using approved alternative finish or inherent material characteristics.
2. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel, except as otherwise indicated.
B. Steel channel supports have 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least 1 surface.
1. Fittings and accessories mate and match with channels and are from the same manufacturer.
C. Nonmetallic Channel and Angle Systems: Structural-grade, factory-formed, fiberglass-resin channels and angles with 9/16-inch diameter holes at a maximum of 8 inches o.c., in at least one surface.
1. Fittings and accessories shall mate with channels or angles and be of the same manufacturer.
2. Fitting and Accessory Material: Same as channels, except metal items may be stainless steel.

2.4 ELECTRICAL IDENTIFICATION

- A. Use colors prescribed by ANSI A13.1 and NFPA 70. Color code all wiring as follows: For 120/208V - Phase A-Black; Phase B-Red; Phase C-Blue; Neutral-White; Ground-Green.

2.5 TOUCH-UP PAINT

- A. For Equipment: Provided by equipment manufacturer and selected to match equipment finish.
B. For Non-equipment Surfaces: Matching type and color of undamaged, existing adjacent finish.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION REQUIREMENTS

- A. Where components and equipment are indicated to be installed, the term "install" includes all work, materials, and associated accessories necessary to obtain a completely operational system.
B. Install items level, plumb, and parallel and perpendicular to other building systems and components, except where otherwise indicated. Conduits and wiring shall be concealed wherever possible and allowed by code.

3.2 WIRING METHODS

- A. Feeders: Type THHN/THWN, in copper conductor, RHW or XHHW in aluminum conductor, in raceway, except as otherwise indicated. Branch Circuits: Type THHN/THWN, in raceway or type MC Cable or type NM, NMC or NMS where allowed by NEC and State codes.
B. Type MC or Type NMB cable shall be acceptable where in compliance with current NEC, unless prohibited by HUD or MFA financing.
C. Upsize circuits and feeders as necessary to limit overall voltage drop to the furthest outlet on a branch circuit to 5% maximum.

3.3 ELECTRICAL SUPPORTING METHODS

- A. Damp Locations and Outdoors: Hot-dip galvanized materials.
B. Dry Locations: Steel materials.
C. Strength of Supports: Adequate to carry all present and future loads, times and safety factor of at least 4; 200-lb-minimum design load.

3.4 INSTALLATION

- A. Install wires in raceway according to manufacturer's written instructions and NECA's "Standard of Installation". Coordinate special systems work with Owner and Cabling Contractor.
B. Conductor Splices: Keep to the minimum possible.
C. Install devices to securely and permanently fasten and support electrical components.
D. Raceway Supports: Comply with NFPA 70 and the following requirements:
1. Conform to manufacturer's recommendations for selecting and installing supports.
E. Fire stopping: Apply to cable and raceway penetrations of fire-rated floor and wall assemblies. Perform fire stopping to reestablish the original fire-resistance rating of the assembly at the penetration.
F. Fastening: Unless otherwise indicated, securely fasten electrical items and their supporting components. Install identification devices where required.
1. Install labels where indicated and at locations for best convenience of viewing.

3.5 DEMOLITION

- A. Where electrical work to remain is damaged or disturbed in the course of the work, remove damaged portions and install new products of equal capacity, quality, and functionality.

3.6 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls partitions, ceilings, and other surfaces necessary for electrical installations. Perform cutting and patching with skilled mechanics of the trades involved.
B. General Contractor shall pair disturbed surfaces to match adjacent undisturbed surfaces.

3.7 TESTING

- A. Perform complete testing on all systems to ensure proper operation.

3.8 TRAINING

- A. Instruct Owner's personnel in the proper operation of electrical systems.

3.9 TOUCH-UP PAINT

- A. Thoroughly clean damaged areas and provide primer, intermediate, and finish coats.
END OF SECTION 26 0500

SECTION 26 0533 - RACEWAYS AND BOXES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conduits and fittings
B. Outlet boxes

1.2 QUALITY ASSURANCE

- A. Comply with the current National Electrical Code (NEC) for installation.

PART 2 PRODUCTS

2.1 COATINGS

- A. Provide products with zinc coating or with treatment of equivalent corrosion resistance.

2.2 INTERMEDIATE METAL CONDUIT AND FITTINGS (IMC)

- A. Furnish intermediate metal conduit (IMC) that meets the requirements of UL1242 - Intermediate Metal Conduit, ANSI C80.6 - Electrical Intermediate Conduit (EMC).
B. Furnish zinc-plated, threaded, malleable iron fittings and conduit bodies that meet the requirements of UL514B - Fittings for Conduit and Outlet Boxes, and ANS/NEMA FB1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

2.3 ELECTRICAL METALLIC TUBING AND FITTINGS (EMT)

- A. Furnish galvanized electrical metallic tubing (EMT) that meets the requirements of UL797 - Electrical Metallic Tubing, NEMA C80.3 - Steel Electrical Metallic Tubing (EMT).
B. Furnish compression or set-screw type fittings that meet the requirements of UL514B - Fittings for Conduit and Outlet Boxes, and ANS/NEMA FB1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies. Furnish insulated throat connectors.

2.4 FLEXIBLE METAL CONDUIT AND FITTINGS

- A. Furnish galvanized steel flexible metal conduit that meets the requirements of UL1 - Flexible Metal Electrical Conduit.

2.5 LIQUID-TIGHT FLEXIBLE METAL CONDUIT AND FITTINGS

- A. Furnish liquid-tight flexible metal conduit that meets that requirements of UL360 - Liquid-Tight Flexible steel Conduit, Electrical.

2.6 OUTLET BOXES

- A. Provide outlet boxes selected for specific installations using the guidance in NEMA OS 3, Selection and Installation Guidelines for Electrical Outlet Boxes, and the requirements of this Selection.
B. For dry locations provide galvanized steel outlet boxes that comply with UL Standard 514-A - Metallic Outlet Boxes and ANS/NEMA OS1 - Sheet-Steel Outlet Boxes, Device Boxes, Device Boxes, Covers, and Box Supports.
C. For damp or wet locations and for surface-mounted RMC or IMC raceways systems, provide outlet boxes that comply with UL Standard 498 and 514, ANS/NEMA FB1.

2.7 PULL AND JUNCTION BOXES

- A. For dry locations in clean, non-contaminated environments use galvanized sheet steel pull and junction boxes that comply with UL Standard 50 Type 1 and the NEC as to size and construction. Use boxes not less than 4 inches square x 1-1/2 inches deep with screw-secured covers. Provide larger boxes as required by the number and size of conduits and conductors.
B. For damp or wet, non-corrosive locations, in conduit runs 1 inch trade size and larger, provide galvanized sheet-steel pull and junction boxes and covers that comply with UL 50 Type 3R.

PART 3 EXECUTION

3.1 EXISTING WORK

- A. Remove all exposed abandoned raceways, including abandoned raceways above accessible ceiling finishes, to the point that non-removable building construction (e.g. concrete or masonry) covers the raceway. Cut raceways flush with non-removable building construction.
B. Disconnect abandoned outlets and remove devices. Remove abandoned outlets when raceway is abandoned and removed. Install blank cover for abandoned outlets not removed.

3.2 EXAMINATION

- A. Examine surfaces to receive raceways and boxes for compliance with installation tolerances and other conditions affecting performance of the raceway system. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 GENERAL

- A. Install complete systems of raceways and boxes for wiring systems.
B. Install raceways and boxes according to NECA 1 Standard Practices for Good Workmanship in Electrical Construction.
C. Raceway termination points and box locations shown on the Drawings are in approximate locations unless dimensioned. Verify locations before rough-in.
D. Raceway routing is shown on the Drawings in approximate locations unless dimensioned. Coordinate routing with structure and with work of other trades. Route as required for a complete wiring system.
E. Ground and bond raceways and boxes as required by the NEC.
F. Support raceways and boxes in accordance with the NEC. Arrange raceways and boxes to maintain headroom and present a neat, workmanlike appearance.

3.4 CONDUIT INSTALLATION

- A. For wiring systems less than 1000 volts use conduit materials in accordance with the NEC.
B. Use 3/4-inch or larger conduit to enclose multiple conductors larger than 12 AWG. For home-run circuits, conduit shall be a minimum of 3/4".
C. Conceal conduits, unless noted otherwise on drawings, within walls, floors and ceilings.
D. Install insulating bushing or connectors with an insulated throat to protect conductors or cables at conduit terminations.
E. Join nonmetallic conduit using cement as recommended by manufacturer.
F. Install plastic-coated RMC and fittings according to the NEC and manufacturer's instructions. Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.
G. Do not use RMC 90 degree elbows larger than 3 inch trade size; use plastic-coated RMC, tape-wrapped RMC, or tape-wrapped IMC for 3-1/2 inch trade size and larger 90 degree elbows.
H. Maintain the following minimum clearances between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C):
1. 6" at perpendicular crossings, 12" between parallel runs.
I. Install pull string in all empty and spare conduits.
J. Any conduit run below slab on grade shall be a minimum of 6" below slab.

3.5 OUTLET BOX INSTALLATION

- A. Install outlet boxes with centers at the following heights unless noted otherwise on the Drawings:
1. Receptacles, general use duplex type: 18 inches to center of j-box above finished floor (AFF).
2. Voice/data outlets: 18 inches AFF to center.
3. Light switches: center 44 inches AFF to center and within 6 inches of door frame.
4. Thermostats: center 44 inches AFF to center.
5. Fire alarm audible/visible alarm devices: center of strobe light 80 inches AFF or 6 inches below the ceiling, whichever is lower.
6. Fire alarm pull stations: center 44 inches AFF to center.
B. Install a multi-gang box where more than one device is mounted together. Do not use sectional type boxes. Mount multiple controls as close together as possible and in-line with each other. Where shown within two feet of each other, group voice/data outlets and receptacles together.
C. Install box with plaster ring for single or multiple device outlets.
D. Use flush mounted outlet boxes in finished areas.
E. Install a blank cover plate on each outlet box in which no device is installed.

3.6 CLEANING

- A. Clean interior of boxes to remove dust, debris, and other material.
B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
C. Repair damage to paint finishes with matching touch-up coating recommended by the manufacturer.

END OF SECTION 26 0533

SECTION 26 2416 - PANELBOARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Power panelboards

1.2 SUBMITTALS

- A. Submit the following:
1. Catalog data: Submit catalog data describing each type panelboard, accessory item, and component specified. Include data substantiating that materials comply with specified requirements.

1.3 QUALITY ASSURANCE

- A. Comply with the current National Electrical Code (NEC) for installation.

PART 2 PRODUCTS

2.1 PANELBOARDS, GENERAL REQUIREMENTS

- A. Provide panelboard cabinets for flush or surface mounted as indicated on the Drawings.
1. Furnish NEMA Type 1 enclosures, except where the Drawings indicate the following enclosure requirements: NEMA 3R - Rainlight
2. Provide galvanized steel cabinets constructed according to UL 50 requirements.
B. Provide trim fronts that meet the strength and rigidity requirements of UL 50.
1. Fronts for flush panels shall overlap boxes at least 1 inch.
2. Fronts shall have ANSI 49 medium gray enamel.
3. For NEMA 1 panel boards, provide fronts with hinged trim construction having a piano hinge down one side. The front shall contain a smaller lockable door, which when open, shall provide access to all conductors and wiring terminals.
4. Provide a metal panelboard directory frame mounted inside the panelboard door.
C. Panelboard phase and neutral bus shall be copper.
D. Provide compression type lugs for mains plus all feeder and branch circuits 100 amperes and larger; smaller lugs shall be mechanical type.
E. Provide copper equipment ground bus that is adequate for feeder and branch circuit equipment ground conductors. Bond ground bus to cabinet.
F. Provide thermal-magnetic circuit breakers that meet the requirements of UL 489 Molded Case Circuit Breakers and NEMA AB 1 Molded Case Circuit Breakers and Molded Case Switches.

2.2 LIGHTING AND APPLIANCE PANELBOARDS

- A. Provide lighting and appliance branch circuit panelboards as indicated on the Drawings.
B. Lighting and appliance branch circuit panelboards enclosures shall be not less than 20 inches or more than 26 inches in width.
C. Manufacturers:
1. Cutler-Hammer: PRL3a (480Y/277V) and PRL1a and PRL2a (208Y/120V or 120/240V).
2. General Electric: Spectra (480Y/277V) and AQ (208Y/120V or 120/240V).
3. Siemens: P2 (480Y/277V) and P1 (208Y/120V or 120/240V).
4. Square D: L-line (480Y/277V) and NGOD (208Y/120V or 120/240V).

2.3 LIGHTING AND APPLIANCE LOAD CENTERS

- A. Provide lighting and appliance branch circuit load centers as indicated on the Drawings.
B. Load centers identified for use as service equipment are to be labeled for this application.
C. A directory label shall be provided with circuits identified as indicated on the schedule.
D. Bus bar connections to the branch circuit breakers shall be the distributed phase type and shall accept plug on circuit breakers.
E. Manufacturers:
1. Cutler Hammer, General Electric, Siemens or Square D

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive panelboards for compliance with installation tolerances and other instructions, NECA 407, and the NEC.

3.2 INSTALLATION

- A. Install panelboards where indicated on the Drawings and according to manufacturer's installation instructions.
B. Ground and bond panelboards as required by NEC.
C. At all flush panelboards install four 1-inch spare conduits, extend to above accessible ceiling space.
D. Home-run conduits (all conduits connected to a panel) shall be a minimum of 3/4 inch.

3.3 IDENTIFICATION

- A. Provide typewritten circuit directories for each branch circuit panel board. Revise directories to reflect field wiring changes including any changes required to balance phase loads.
B. Provide plastic nameplates for power panels. Nameplate to include panel designation, voltage, and phase, e.g. PANEL "MRA" / 120/208V / 3-PHASE.

3.4 FIELD QUALITY CONTROL

- A. Clean, inspect, test, and energize installed panel boards in accordance with NECA 407.
B. After completing installation, cleaning, and testing, touch up scratches and mars on finish to match original finish.

END OF SECTION 26 2916

SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Safety switches
B. Fuses
C. Enclosed circuit breakers

1.2 SUBMITTALS

- A. Submit the following:
1. Product Data: Submit manufacturer's technical data for each type of safety switch and enclosed circuit breaker. Provide catalog sheets showing voltage, current ratings, short circuit ratings, dimensions, and enclosure details.

1.3 QUALITY ASSURANCE

- A. Comply with the current National Electrical Code (NEC) for components and installation.
B. Provide safety switches and circuit breaks that are listed and labeled by a Nationally Recognized Testing Laboratory (NRTL) for the application, installation condition, and the environment in which installed.
C. Comply with the following standards as applicable:
1. NEMA AB 1 (UL 489) Molded Case Circuit Breakers, Molded Case Switches, and Circuit Breaker Enclosures.
2. UL 50 - Enclosures for Electrical Equipment.

PART 2 PRODUCTS

2.1 SAFETY SWITCHES

- A. Provide NRTL-listed, NEMA KS 1 Type HD safety switches with ratings and number of poles as indicated on the Drawings. Use Type HD for switches rated 100A and above.
B. Provide safety switches for use as service equipment that are NRTL labeled for the application.
C. Provide enclosure type in accordance with NEMA ratings as required by the conditions of installation and use.
D. For fusible safety switches provide rejection clip designed to accommodate NEMA FU 1, Class R.
E. Furnish each safety switch with an equipment ground bar.
F. Furnish a neutral bar for each safety switch used on a circuit that includes a grounded "neutral" conductor.
G. Provide each safety switch with a factory-installed cover-mounted viewing window positioned over the blades to allow visual verification of ON-OFF status.
H. Provide auxiliary electrical interlock switches with safety switches as indicated on the Drawings or as required by the application.

2.2 FUSES

- A. Provide NRTL-listed, NEMA FU 1 Class R fuses for fusible safety switches as indicated on the Drawings, required by the NEC, or required by the manufacturer of served equipment.
B. Provide a lime green spare fuse cabinet with "Fuses" stenciled in OSHA purple. Cabinet shall be sized to hold one set of (3) fuses of each size used on this project.

2.3 ENCLOSED CIRCUIT BREAKERS

- A. Provide NRTL-listed, NEMA AB 1 enclosed molded-case circuit breakers with ratings and number of poles and indicated on the Drawings or as required by NEC.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive safety switches and enclosed circuit breakers for compliance with installation tolerances and other conditions affecting performance of the product. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install safety switches and enclosed circuit breakers where indicated on the Drawings and according to manufacturer's instructions, NECA 1, and the NEC. Have the manufacturer's installation instruction available at the construction site.
B. Install each safety switch and enclosed circuit breaker so the interlock bypass will be accessible.
C. Provide supports and seismic anchorage in accordance with the manufacturer's installation instructions.
D. Ground and bond safety switches and enclosed circuit breakers as required by NEC.
E. Install conduits as required in Section 26 0533 Raceways and Boxes for Electrical Systems.
F. Install conductors as required in Section 26 0519, Low Voltage Electrical Power Conductors and Cables.
1. Use compression type lugs to connect all service, feeder, and branch circuit cables to enclosed circuit breakers rated greater than 100 amperes, unless approved otherwise by engineer.
2. Tighten electrical connectors and terminals to the manufacturer's published torque tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A.
G. Install fuses in fusible safety switches as indicated on the Drawings or as required to match installed motor or load characteristics.
H. Install spare fuse cabinet in main electrical room or alternate location as shown on Drawings.

3.3 IDENTIFICATION

- A. Identify safety switches and enclosed circuit breakers with unit name and circuit number.

3.4 FIELD QUALITY CONTROL

- A. Clean interior and exterior of safety switches and enclosed circuit breakers.
B. Verify that ratings for safety switches and enclosed circuit breakers match values indicated on the Drawings.

END OF SECTION 26 2816

Table with 3 columns: No, Revision Item, Date

SCOTT C. ANDERSON & associates architects logo and contact information

LA PLATA APARTMENTS
6000 4TH ST NW
ALBUQUERQUE, NM 87107

DRAWING TITLE
ELECTRICAL SPECIFICATIONS

Table with columns: SEAL, DESIGNED, DRAWN, CHECKED, REVIEWED, DATE, PROJECT NO, SCALE, DRAWING NO, DATE

Professional Engineer Seal for Scott C. Anderson, License No. 25916, State of New Mexico

ESP-100

**METROPOLITAN REDEVELOPMENT TAX ABATEMENT
APPLICANT EXPERIENCE MATRIX (APPENDIX F)**

Example	1	2	3	4	5
Project Name/Address					
Proposer Entity					
Participating Development Team member & role					
Project Type (residential, retail, etc)					
# of housing units					
Total Square Feet					
Project Budget					
% Over Budget					
Construction Commencement Date					
Construction Completion Date					
Months to Complete Construction					
Other Comments/Notes					



SECTION 1: CONTACT INFORMATION

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Jose L. Rodriguez

BUSINESS NAME/ disregarded entity name, if different from above.

J&S Development Inc.

PRIMARY BUSINESS ADDRESS (number, street, and apt or suite no)

504 Louisiana Blvd. SE

MAILING ADDRESS (number, street, and apt or suite no or PO Box)

P.O. Box 70287

CITY, STATE, and ZIP CODE

Albuquerque, NM 87108

MAILING CITY, STATE, and ZIP CODE

Albuquerque, NM 87197

PHONE

505-440-5104

EMAIL ADDRESS

rodriguez3003@hotmail.com

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP TRUST/ESTATE

LIMITED LIABILITY COMPANY- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

501(C)3/NON-PROFIT ORGANIZATION OTHER (SEE INSTRUCTIONS)

SECTION 2: BUSINESS DEMOGRAPHICS (CHECK ALL THAT APPLY)

Local Business - Headquartered and maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County).

Doing Business Locally - Either not headquartered or does not maintain its principal office and place of business here, but maintains a storefront in the Greater Albuquerque Metropolitan Area and employs one or more City of Albuquerque or Bernalillo County residents.

Woman Owned Business - At least 51% owned and controlled by one or more women, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more women.

Minority Business Enterprise (MBE) Owned - At least 51% owned and controlled by one or more racial/ethnic minorities or, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more racial/ethnic minorities. Please specify the race/ethnicity of minority owners (question to the right).

LGBTQ+ Owned Business - At least 51% owned and controlled by one or more LGBTQ+ individuals, in the case of a publicly-owned business, at least 51% of the stock of which is owned by one or more LGBTQ+ individuals.

None of the Above Categories Apply

If your business is MBE-owned, please specify the race/ethnicity of minority owner(s). Check all that apply:

- Hispanic American
Native American
Black or African American
Asian-Indian American
Asian-Pacific American

SECTION 3: [NOT APPLICABLE FOR RTA PROJECTS]

SECTION 4: CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

Signature and Date fields: SIGNATURE of U.S. person, DATE, PRINT NAME, TITLE



SECTION 1: CONTACT INFORMATION

NAME (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BUSINESS NAME/ disregarded entity name, if different from above.

PRIMARY BUSINESS ADDRESS (number, street, and apt or suite no)

MAILING ADDRESS (number, street, and apt or suite no or PO Box)

CITY, STATE, and ZIP CODE

MAILING CITY, STATE, and ZIP CODE

PHONE

EMAIL ADDRESS

TAX CLASSIFICATION (check only one)

INDIVIDUAL/SOLE PROPRIETOR or single-member LLC C CORPORATION S CORPORATION

PARTNERSHIP TRUST/ESTATE

LIMITED LIABILITY COMPANY-- Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership)

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single- member owner.

501(C)3/NON-PROFIT ORGANIZATION

OTHER (SEE INSRUCTIONS)

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None of the Above Categories Apply

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Hispanic American

Native American

Black or African American

Asian-Indian American

Asian-Pacific American

SECTION 3: [NOT APPLICABLE FOR RTA PROJECTS]

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Under penalties of perjury, I certify that:

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3. I am a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

SIGNATURE of U.S. person

[Handwritten Signature]

DATE

PRINT NAME

TITLE

Return To:
Fidelity National Title of New Mexico Inc.
8500 Menaul Blvd. NE, Suite B-150
Albuquerque, NM 87112

GF No.: SP000159683

WARRANTY DEED
(Joint Tenants)

Scott Sedillo Jeffries, an unmarried man

for consideration paid, grant to

Scott C Anderson, an unmarried man and Shastyn J. Blomquist, an unmarried woman

whose address is 5009 Royene Ave NE, Albuquerque, NM 87110

as joint tenants, the following described real estate in Bernalillo County, New Mexico:

Lot numbered Thirty-two (32) of the Los Alamos Addition, as the same is shown and designated on the plat of said Addition, filed in the Office of the County Clerk in and for Bernalillo County, New Mexico, on September 8, 1938.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2024, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 1/26/2024



Scott Sedillo Jeffries

State of NEW MEXICO
County of BERNALILLO

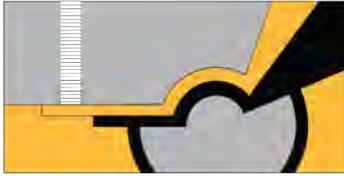
This instrument was acknowledged before me on this 26th day of January, 2023, by Scott Sedillo Jeffries, an unmarried man.



Notary Public
My Commission Expires:

STATE OF NEW MEXICO
NOTARY PUBLIC
Mary F. Holmes
Commission No. 1094709
December 29, 2025

[SEAL]



SCOTT C. ANDERSON
& associates architects
2818 4th St NW, Suite C Albuquerque NM 87107
scott@scaarchitects.com
505.401.7575

September 16, 2025

Ms. Shastyn Blomquist, Managing Member
4th and La Plata
5009 Royene Ave NE
Albuquerque, NM 87110
shastyn.nm@gmail.com

RE: Neighborhood notification of the apartment project at 4th and La Plata

Dear Ms. Blomquist:

On April 27, 2025, I sent an email to Alice Ernst and Bret Haskins, the representatives of the Gavilan Addition Neighborhood Association as provided to me by the City of Albuquerque Office of Neighborhood Coordination (see attached). Neither of these individuals requested a meeting with me to discuss the subject project.

I have had email and telephone conversations regarding this project with Mark Frauenglass the property owner, to the east of the site. He had no objection to the project.

Respectfully,

Scott C. Anderson, Principal
Scott C. Anderson & Associates Architects

Fwd: Notice of Construction Project 313 La Plata NW

1 message

Scott Anderson <scott@scaarchitects.com>

Sun, Apr 27, 2025 at 6:47 PM

To: slernst@aol.com

----- Forwarded message -----

From: **Scott Anderson** <scott@scaarchitects.com>

Date: Sun, Apr 27, 2025 at 6:45 PM

Subject: Notice of Construction Project 313 La Plata NW

To: bhaskins1@aol.com <bhaskins1@aol.com>, <slerst@aol.com>

Dear:

Alice Ernst

Bret Haskins

In accordance with the procedures of the City of Albuquerque's Integrated Development Ordinance (IDO) Subsection 14-16-6-4(K)(2) Mailed Public Notice, we are notifying you as a Neighborhood Association Representative /nearby Property Owner that Scott Anderson & Associates Architects will be submitting an application for a building permit to be reviewed and decided by the City Staff. The application is for a commercial strip center.

1. Property Owner: Shastyn Blomquist
2. Agent: Scott Anderson
3. Subject Property Address: 313 La Plata NW
4. Location Description: SE Corner of 4th and La Plata NW
5. Zone Atlas Page: F-14
6. Legal Description: Lot 32 Los Alamos Addition
7. Area of Property: 0.7084 Acres
8. IDO Zone District: MX-T
9. Overlay Zone: None



10. Center or Corridor Area: 4th St Corridor
11. Current Use: Vacant



SCOTT C. ANDERSON
& associates architects
2818 4th St NW, Suite C | Albuquerque NM 87107
scott@scaarchitects.com
505.401.7575

Scott C. Anderson
Scott C. Anderson & Associates Architects
2818 4th St NW Suite C
Albuquerque, NM 87107
505 401-7575
scott@scaarchitects.com

2 attachments



TCL.pdf
2160K



Architectural La Plata Apts.pdf
5636K

Notice of Construction Project 313 La Plata NW

1 message

Scott Anderson <scott@scaarchitects.com>

Sun, Apr 27, 2025 at 6:45 PM

To: "bhaskins1@aol.com" <bhaskins1@aol.com>, slerst@aol.com

Dear:

Alice Ernst
Bret Haskins

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505 401-7575
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2 attachments



TCL.pdf

2160K



Architectural La Plata Apts.pdf

5636K

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Bret Haskins

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2818 4th St NW Suite C
Albuquerque, NM 87107
505 401-7575
scott@scaarchitects.com

2 attachments



TCL.pdf
2160K



Architectural La Plata Apts.pdf
5636K

Property Tax Search Treasurer's Office Forms Pay Your Property Taxes



Property Info

Tax Calculation

Balance Due

Balance Due .pdf

Pay Your Taxes

Tax Estimate

PARID: 101406150849411301
ANDERSON SCOTT C &
BLOMQUIST SHASTYN J

4TH ST NW

1 of 1
Return to Search Results
Tax Year: 2024

Tax Amount Calculation

Entity Name	Net Taxable Value	Tax Rate (in mills)	Amount Due
STATE	22,031.00	1.360	29.96
COUNTY	22,031.00	12.214	269.09
ALBUQ	22,031.00	11.520	253.80
SCHOOL APS	22,031.00	11.324	249.48
CNM	22,031.00	3.838	84.56
UNMH	22,031.00	6.400	141.00
AMAFCA	22,031.00	1.152	25.38
MRGCD	22,031.00	7.333	161.55
Total:		55.141	1,214.82

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2025

NOTICE OF VALUE

THIS IS NOT A TAX BILL



DAMIAN R. LARA
BERNALILLO COUNTY ASSESSOR
 PO BOX 27108
 ALBUQUERQUE, NEW MEXICO 87125
 (505) 222-3700 www.bernco.gov/assessor

Property Listed and Valued as of January 1, 2025

THIS VALUE WILL BE A FACTOR IN DETERMINING YOUR 2025 PROPERTY TAX BILL

UPC Code
 101406150849411301

Official Mailing Date
 May 1, 2025

Protest Deadline
 June 02, 2025

UPC# 101406150849411301
 68939*159**G50**0.574**1/4*****AUTO**5-DIGIT 87110
 ANDERSON SCOTT C & BLOMQUIST SHASTYN J
 5009 ROYENE AVE NE
 ALBUQUERQUE NM 87110-5839

To Go Paperless!
 Go to eNoticesOnline.com and register with this code:
BER-LNHFG4MW



REAL PROPERTY: THIS IS THE ONLY NOTICE OF VALUE YOU WILL RECEIVE UNLESS YOU ARE THE OWNER OF PERSONAL PROPERTY OR TAXABLE LIVESTOCK. TO UPDATE THE MAILING ADDRESS, PLEASE FILL OUT THE INFORMATION ON THE REVERSE SIDE OF THIS FORM AND RETURN IT TO THE BERNALILLO COUNTY ASSESSOR AT THE ABOVE ADDRESS.

District
 A1AM

Property Address	Property Legal Description
4TH ST NW ALBUQUERQUE NM 87107	LOT 32 LOS ALAMOS ADDITION CONT 30,856.9 SQ FT M/L

2024 PROPERTY VALUE INFORMATION	
LAND	66,100
AGRICULTURAL LAND	0
STRUCTURES	0
FULL VALUE	66,100
TAXABLE (1/3 FULL VALUE)	22,031
VETERAN EXEMPTION	0
HEAD OF FAMILY EXEMPTION	0
OTHER EXEMPTION	0
NET TAXABLE VALUE	22,031
Previous Years Tax Rate (per thousand):	55.141
Previous Years Tax:	\$1,214.82

2025 PROPERTY VALUE INFORMATION	
LAND	66,100
AGRICULTURAL LAND	0
STRUCTURES	0
FULL VALUE	66,100
TAXABLE (1/3 FULL VALUE)	22,031
VETERAN EXEMPTION	0
HEAD OF FAMILY EXEMPTION	0
OTHER EXEMPTION	0
NET TAXABLE VALUE	22,031
* Instructions for calculating estimated taxes (NMSA 7-38-20): To estimate taxes based on the previous year's rate, multiply the net taxable value on this notice by the previous year's rate and divide by 1,000. Example: (\$100,000 X 41.074/1,000 = \$4,107.40)	

"FULL VALUE" MEANS THE VALUE DETERMINED FOR PROPERTY TAXATION PURPOSES. "TAXABLE VALUE" IS 33 1/3% OF THE "FULL VALUE".

"NET TAXABLE VALUE" IS "TAXABLE VALUE" LESS EXEMPTIONS AND IS THE VALUE UPON WHICH TAX IS IMPOSED.

* DISCLAIMER: The calculation of estimated tax amount may be higher or lower based on the actual tax rate determined in September by the New Mexico Department of Finance and Administration.

ALWAYS USE THE UNIQUE PARCEL CODE (UPC)# AS REFERENCE:

2025 NOTICE OF VALUE

UPC# 101406150849411301

ANDERSON SCOTT C & BLOMQUIST SHASTYN J

5009 ROYENE AVE NE

ALBUQUERQUE NM 87110-5839

CLASS: NON RES

DISTRICT: A1AM

NET TAXABLE VALUES WILL BE ALLOCATED TO THE FOLLOWING AGENCIES:

State, County, Albuquerque, School APS, CNM, UNMH, AMAFCA, MRGCD

PROTEST DEADLINE: June 02, 2025

ONLINE PROTEST ACCESS CODE: 226920369



Instructions for filing a protest form, to this form are on the reverse side.
 To obtain a protest form online, go to bernco.gov/assessor/protest-process or use the QR code on the left.
 For assistance call (505) 222-3700, between hours of 8:00 and 5:00, Monday through Friday.

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS



Appendix H

Certification & Acknowledgement of Redevelopment Tax Abatement Program Risks and Responsibilities

I, _____, authorized signer for _____ (the "Applicant"),
Name Company
acknowledge the following in relation to _____ (the "Project") at
Project Name
_____ ("Property") as it relates to my application for a Redevelopment Tax
Address
Abatement (the "Program"). I hereby certify that, to the best of my knowledge, the information provided in my application is true and accurate.

1. Applicant understands that the Program is effectuated by the City of Albuquerque taking title to the property and by signing a 7-year lease agreement.
2. Applicant acknowledges and has read the terms of the Sample Lease Agreement, which is included in the Application & Program Instructions as Appendix D.
3. Applicant understands that it is the Applicant's responsibility to work with any lender it may engage related to financing for real property development at the Project as it relates to the Program. Such issues may concern, but are not limited to, subordination of the City's interest to loans or mortgages secured, the Lease Agreement form, or title position. The City will work with the Applicant's lender to address issues of subordination and title position as it relates to the Project within reason.
4. Applicant understands that there is a risk that the Project could not be approved by the Albuquerque City Council. Any pre-development expenses or expenses incurred to apply for this program are at the Applicant's sole expense and risk.
5. Applicant acknowledges that if the Applicant submits for building permit, or begins any pre-construction or construction activity, prior to full City Council approval of the Project, these activities are at the sole expense and risk of the Applicant.
6. Applicant acknowledges that default on any loans tied to the Project or Property may result in the immediate termination of the tax abatement on the relevant property.
7. Applicant acknowledges that it is required to continue to pay Payments in Lieu of Property Taxes to Bernalillo County for the Property value assessed the year prior to the execution of a lease agreement and related property transfer documents. Failure to pay this fee may result in the termination of tax abatement on the Property.
8. Applicant acknowledges that it must pay an annual fee equal to 10% of the value of the tax abatement savings to the Metropolitan Redevelopment Agency for the term of the tax abatement. Failure to pay this fee may result in the termination of tax abatement on the Property.

Signature: Shastyn Blomquist Date: _____

Name: _____ Title: _____

Company: _____

Property Owner? (Y/N): _____ (if no, legal Property Owner must also complete this form)

EXHIBIT C

Exhibit C: RTA Lease Sample

CITY OF ALBUQUERQUE, NEW MEXICO,

AND

DEVELOPER X, LLC

a New Mexico Limited Liability Corporation

LEASE AND PURCHASE AGREEMENT

Dated as of [_____], 2025

The CITY OF ALBUQUERQUE, NEW MEXICO, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns, the “City”), and DEVELOPER X, LLC, a New Mexico limited liability company (together with its successors and assigns, the “Company”), as of the Execution Date, agree as follows:

ARTICLE I - RECITALS

Section 1.1 Recitals. The City is authorized under the Metropolitan Redevelopment Code, Sections 3-60A-1 to 3-60A-13 and 3-60A-14 to 3-60A-48 NMSA 1978 (the “Code”), to acquire certain metropolitan redevelopment projects and to lease such projects in order to secure a property tax abatement of up to seven years under Section 7-36-3.1 of the Property Tax Code.

(a) The Company has submitted a proposal (the “Project Plan”) to the Albuquerque Development Commission (the “Development Commission”) for a metropolitan redevelopment project consisting of the [construction/redevelopment] of PROJECT SUMMARY (collectively, the “Project”) to be located on XXX acres located at XXX ADDRESS Albuquerque, New Mexico, all within the XXX Metropolitan Redevelopment Area (as more specifically described on Exhibit A, the “Project Site”).

(b) The Company intends to invest \$_____ over the next _____ months to redevelop the Project Site, all to the benefit of the Project and the Downtown 2025 Metropolitan Redevelopment Area.

(c) The Project Plan contemplates, among other things, that the City acquire the Project thereby providing the tax abatement under Section 7-36-3.1 NMSA 1978, and to lease, and ultimately sell, the Project Site back to the Company to operate and maintain pursuant to the terms of this Lease and Purchase Agreement (together with all amendments and supplements, this “Lease”).

(d) The Development Commission has reviewed the Project Plan, and after notice has held a public hearing and determined that the Company has complied with the requirements of City Resolution No. 16-1985, as amended, and has recommended approval of the Project Plan to the City Council of the City.

(e) The City has determined that it is desirable to acquire the Project by Council Resolution No. R-[_____], adopted [_____], 2025 (the “Project Resolution”) and under the terms of the Project Resolution has authorized the acquisition of the Project.

(f) After having considered the provisions of the Project Plan and the Company’s proposal to finance the acquisition, renovation, construction and equipping of the Project, the City deems it desirable, in the best interest of its residents and in accordance with the purposes of the Code, to enter into this Lease for the purposes described above.

ARTICLE II- DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.1 Definitions. All words and terms used in this Lease shall have the following meanings:

- (a) “Additional Payments” has the meaning assigned in Section 5.3(b).
- (b) “Administrative Fee” means the annual fee payable to the City from the Company due each December 31 for the term of this Lease as provided in Section 5.3(b) herein.
- (c) “Applicable Environmental Laws” means any applicable law, statute, regulation, order or rule pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), and the Resource Conservation and Recovery Act of 1976 (“RCRA”).
- (d) “Authorized City Representative” means the Mayor or Chief Administrative Officer of the City, or any one of the persons at the time designated to act on behalf of the City in a certificate furnished to the Company containing the specimen signatures of such persons and signed on behalf of the City by its Mayor or Chief Administrative Officer.
- (e) “Basic Rent” has the meaning assigned in Section 5.3(a).
- (f) “Business Day” means any day that is not a Saturday or Sunday or a day on which banking institutions in the State or in the city of payment of Rent are authorized or required to close.
- (g) “City” means the City of Albuquerque, New Mexico, a New Mexico municipal corporation.
- (h) “Code” has the meaning assigned in Section 1.1.
- (i) “Company” means DEVELOPER X, LLC, a New Mexico limited liability company.
- (j) “Eminent Domain” means the taking of title to, or the temporary use of, all or any part of the Project pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of all or any part of the Project during the pendency of, or as a result of a threat of, such proceedings.
- (k) “Event of Default” has the meaning assigned in Section 8.1.
- (l) “Execution Date” means the date of this Lease is executed both the City and the Company.
- (m) “Improvements” means all buildings, structures and other improvements constructed and to be constructed or renovated on the Project Site together with related demolition and site work, all equipment, fixtures and furnishings together with equipment, fixtures and furnishings that are in replacement thereof due to obsolescence, and all other personal property of any kind that is suitable for use and used as part of the Project.

(n) “Indemnitee” has the meaning assigned in Section 6.3.

(o) “Lease” means this Lease and Purchase Agreement.

(p) “Lender” or “Lenders” means any and all persons or successors in interest thereof (a) lending money or extending credit related to the Project (including any financing lease, monetization of tax benefits, backleverage financing or credit derivative arrangement) to the Company or to an affiliate of the Company including: (i) for the construction, permanent or interim financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project Site and related rights from the Company, and/or (b) participating (directly or indirectly) as an equity investor in the Project primarily in connection with the utilization of applicable federal tax credits or tax depreciation benefits associated with holding an ownership interest in the Project, or (c) participating as a lessor under a lease finance arrangement relating to the Project (which such arrangement shall not be deemed to include this Lease, and which person or persons shall not include Company or any of its affiliates).

(q) “NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

(r) “Permitted Liens” means, as of the date of delivery of this Lease, the liens and encumbrances shown in Exhibit B, and, as of any particular time, (i) liens for taxes and special assessments, if any, to the extent permitted in Section 4.15, (ii) this Lease and any assignment of lease permitted by this Lease and any supplements thereto, (iii) easements, licenses, rights-of-way and other rights or privileges in the nature of easements permitted in Section 4.11, (iv) mechanics’, materialmen’s, carriers’ and other similar liens to the extent permitted in Section 4.15, (v) liens securing loans or other financing for the Project, (vi) such other liens as are specifically consented to in writing by both the City and the Company, and (vii) such minor defects, irregularities, encumbrances, easements, rights-of way and clouds on title to the Project as normally exist with respect to similar properties and as do not, individually or in the aggregate, materially impair the Project for the purpose for which it is used by the Company or materially detract from the value of the Project.

(s) “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision.

(t) “Proceeds” when used with respect to any insurance proceeds or any award resulting from, or other amount received in connection with, Eminent Domain, means the gross proceeds from the insurance or such award or other amount.

(u) “Project” means, collectively, the existing improvements on the Project Site, together with all renovations and new construction contemplated thereto under the Project Plan, constructed on the Project Site, all as more specific described in the Project Plan.

(v) “Project Resolution” means the City’s Resolution No. R-[REDACTED], adopted [REDACTED], 2025.

(w) “Project Site” means the real property in the City of Albuquerque, Bernalillo County, New Mexico described on Exhibit A.

(x) “Rent” means Basic Rent, any Additional Payments and any other amount payable by the Company under this Lease.

(y) “Retail Rentable Square Footage” means the XXX square feet retail or commercial space located on the XXX corner of the Project’s building improvements as shown in the site plan. **EXAMPLE CLAWBACK, ONLY INCLUDED IF PROJECT INCLUDES RETAIL**

(z) “State” means the State of New Mexico.

(aa) “Term” means the period from the Execution Date to the earlier of the date of termination of this Lease or the Termination Date.

(bb) “Termination Date” mean the date seven years from the Execution Date.

Section 2.2 Rules of Construction.

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

ARTICLE III - REPRESENTATIONS

Section 3.1 City Representations. The City represents that, as of the date of delivery of this Lease:

(a) The City is a municipal corporation organized and existing under the laws of the State.

(b) By adoption of the Project Ordinance, the City has duly authorized the execution, delivery and performance of this Lease and acquisition of the Project for the purpose of enabling the Company to obtain the tax exemption authorized under Section 7-36-3.1 NMSA 1978, and to support the Company’s investment in and improvements to the Project Site to the benefit of the City and its residents, in particular the Downtown 2025 Metropolitan Redevelopment Area.

(c) To the knowledge of the City, without independent investigation, (i) the execution, delivery and performance by the City of the Lease will not conflict with or create a material breach of or a material default under the Code or any other law, rule, regulation or ordinance applicable to the City or the charter of the City or any agreement or instrument to which the City is a party or by which it is bound, and (ii) there is no action, suit, proceeding, inquiry or

investigation by or before any court, public board or body, pending or threatened against the City, which seeks to or does restrain or enjoin the execution and delivery of this Lease or the City's acquisition of the Project.

Section 3.2 Company Representations. The Company represents that, as of the date of delivery of this Lease:

(a) The Company is a limited liability company duly organized and validly existing under the laws of New Mexico, and has duly authorized the execution, delivery and performance of this Lease.

(b) The Company has full right, power and authority to approve the execution, delivery and performance of this Lease and to perform its obligations under this Lease.

(c) The execution, delivery and performance by the Company of this Lease do not and will not conflict with, contravene, violate or constitute a breach of or a default under its articles of organization or operating agreement or any agreement or instrument to which the Company is a party or by which the Company or any of its property is bound or any law, rule, regulation, decree or order applicable to the Company; nor will such execution, delivery, and performance result in the imposition of a lien on any of the Company's properties.

(d) No Event of Default, or event or condition which, with notice or lapse of time or both, would constitute an Event of Default, with respect to the Company has occurred and is continuing.

(e) All necessary authorizations, approvals, consents and other orders of any governmental authority or agency for the execution and delivery by the Company of this Lease have been obtained and are in full force and effect.

(f) There is no action, suit, proceeding at law or in equity by or before any court, public board or body pending or, to the best of the knowledge of the Company, threatened, against or affecting the Company, (i) which seeks to or does restrain or enjoin the execution and delivery of this Lease, (ii) which in any manner questions the validity or enforceability of this Lease, (iii) which questions the authority of the Company to own or operate the Project; or (iv) in which an adverse outcome is probable, and which, if adversely determined, would have a material adverse effect on the Company, the Project or the Company's ability to perform under this Lease.

(g) The Company has not received any notice of an alleged violation and is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to the Project Site.

(h) The location, construction, occupancy, operation and use of the Project does not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Project, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations.

(i) The Project Site is not the subject of any existing, pending or threatened investigation or inquiry by any governmental authority or subject to any remediation obligations under any Applicable Environmental Laws, and the Company is not aware of any basis for such investigation, inquiry or obligation.

(j) No representation made by the Company in this Lease and no statement made by the Company in any information, material or report furnished to the City in connection with the transactions contemplated by this Lease contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) The Company is not in default in the payment of the principal of or interest on any indebtedness for borrowed money or in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued.

(l) The Company has the economic ability to meet all of the financial obligations imposed upon the Company under this Lease and as related to the proposed improvements to the Project Site as outlined in the Project Plan.

(m) The Company will operate or to cause the Project to be operated to the expiration or sooner termination of the Term.

(n) The Project will be located inside the corporate limits of the City.

All representations of the Company contained in this Lease or in any certificate or other instrument delivered by the Company pursuant to this Lease will survive the execution and delivery of this Lease and the termination of this Lease, as representations of facts existing as of the date of execution and delivery of the instrument containing such representation.

ARTICLE IV- THE PROJECT

Section 4.1 Acquisition, Renovation, Construction, Equipping and Completion.

(a) On or prior to the date of execution of this Lease, the Company has conveyed the Project or caused the Project to be conveyed to the City, by special warranty deed and such other transfer or conveyance documents, including a bill of sale, as appropriate, to vest good title thereto in the City. The City agrees to cooperate with the Company, at the sole expense of the Company, in the Company's efforts to take all necessary steps to cause the records of the Bernalillo County Assessor's office to reflect on or before the Execution Date, the acquisition and ownership of the Project by the City in order to permit the Project to be exempt from property taxation pursuant to Section 7-36-3.1 NMSA 1978.

(b) The Company will not allow any contractor, subcontractor, materialman or laborer with respect to the Project to remain unpaid, and will take all actions or cause to be taken all actions necessary to prevent liens by such parties being filed against the Project. If the Company makes any payment pursuant to this Section, it will not be entitled to reimbursement or reduction of the Rent.

Section 4.2 Plans and Specifications; Changes.

(a) The Company will not make any changes that will change the nature of the Project as a qualified “project” as contemplated by the Code.

(b) The Company shall have the sole responsibility for the construction of the Project and for procurement from the appropriate State, county, municipal and other authorities and corporations, connection or reconnection and discharge arrangements for the supply of gas, electricity and other utilities for the operation of the Project.

Section 4.3 No Warranty. THE COMPONENTS OF THE PROJECT HAVE BEEN DESIGNATED AND SELECTED BY THE COMPANY. THE CITY HAS NOT MADE AN INSPECTION OF ANY PORTION OF THE PROJECT. THE CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO ANY PORTION OF THE PROJECT OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY OF THE SAME, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SAME. THE PROJECT IS A PRIVATE ENTERPRISE OF THE COMPANY AND IS NOT, AND SHALL NOT BE DEEMED, A PUBLIC PROJECT OF CITY. ALL RISKS INCIDENT TO THE PROJECT ARE TO BE BORNE BY THE COMPANY. THE CITY WILL HAVE NO LIABILITY WITH REGARD TO OR ARISING OUT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN ANY PORTION OF THE PROJECT, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 4.3 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE CITY, EXPRESS OR IMPLIED TO THE EXTENT ALLOWED BY LAW, WITH RESPECT TO ANY PORTION OF THE PROJECT, WHETHER ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 4.4 Assessment in the Company’s Name. Upon termination of this Lease (on or before Termination Date), the Company will take all necessary action to have the Project assessed for property tax purposes in the name of the Company, and the Company will pay all ad valorem taxes imposed on the Project from and after the date of termination. The Project shall be conveyed to the Company to accomplish such assessment. The provisions of Article IX of this Lease govern the manner and form of any such conveyance. Notwithstanding the foregoing, if the Company fails to take all necessary action to have the Project assessed for property tax purposes in the name of the Company on or before the date of termination, the City may execute, deliver and cause to be recorded, at the expense of the Company, a statutory form quitclaim deed and other transfer or conveyance documents conveying the Project to the Company.

Section 4.5 Compliance with Law. The Company will obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Project, will comply with all lawful requirements of any governmental body, agency or department regarding the use or condition of the Project and will cause the Project, upon completion, to comply with all applicable zoning and planning ordinances, building codes, restrictive covenants, environmental laws and regulations, and all other applicable laws, ordinances, statutes, rules and regulations

relating to the Project. The Company may in good faith contest the validity or the applicability of any such requirement. During the period of such contest and any related appeal, this Section 4.5 will be deemed satisfied with respect to the requirement so contested.

Section 4.6 Nuisance Not Permitted. The Company will not permit or suffer its agents, employees, invitees (including building contractors and subcontractors), guests or other visitors to commit a nuisance on or about the Project or itself commit a nuisance in connection with its use or occupancy of the Project.

Section 4.7 Taxes and Utility Charges. The Company will pay, as and when due, (i) all taxes, assessments, governmental and other charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project, including property taxes as required under Section 3-60A-13.1 NMSA 1978, as amended, (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by any lien on the Project. The Company may, in good faith, contest the amount or validity of any such levy, tax, assessment or other charge by appropriate legal proceedings, provided that such contest does not, in the reasonable judgment of the City, materially and adversely affect the interest or rights of the City. During the period of such contest and any related appeal, this Section 4.7 will be deemed satisfied with respect to any such levy, tax, assessment or other charge so contested. Notwithstanding the foregoing or anything else herein to the contrary, it is understood and agreed that the Project is exempt from property taxes and assessments during the Term of this Lease pursuant to Section 3-60A-13 of the Code and only those payments in lieu of property taxes and assessments calculated, due and payable in accordance with Section 3-60A-13.1 of the Code, and the Administrative Fee, shall be payable during the Term of this Lease.

Section 4.8 Maintenance. The City will not be under any obligation to, and will not, operate, maintain or repair the Project. During the Term, the Company will, at its own expense, keep the Project in safe repair and in such operating condition as is needed for its operations and make all necessary repairs and replacements to the Project as determined in the Company's sole discretion (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen), provided that such repairs and replacements do not change the nature of the Project as a qualified "project" under the Code.

Section 4.9 Replacement and Removal of Project Property. The Company may replace or remove any equipment, fixtures or furnishings constituting a part of the Project, or make any structural changes or additions to the Project, provided that such replacement, removal, change or addition will not change the nature of the Project as a qualified "project" as contemplated by the Code. Upon request of the Company, the City will deliver to the Company, at the sole expense of the Company, appropriate instruments evidencing the acquisition by the Company of title to any machinery, equipment or fixtures permitted by this Section 4.9 to be so replaced or removed. The provisions of Article IX govern the delivery and form of any such instruments.

Section 4.10 Environmental Matters.

(a) To the extent that the Project will house petroleum or any petroleum products, asbestos, urea formaldehyde foam insulation or any other chemical, material or

substance, exposure to which may or could pose a health hazard, the possession and use of such materials will be in accordance with law, including all Applicable Environmental Laws.

(b) To the extent that the use which the Company makes or intends to make of the Project will result in the manufacture, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Project, such use will be in accordance with law, including all Applicable Environmental Laws. For purposes of this Lease, the terms “hazardous substance” and “release” will have the meanings specified in CERCLA, and the term “disposal” (or “disposed”) will have the meaning specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply subsequent to the effective date of such amendment, and provided further, to the extent that the laws of the State establish a meaning for “hazardous substance,” “release,” or “disposal” which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply; and provided further, that the term “hazardous substance” will also include those listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

(c) The Company will promptly notify the City of any material violation or alleged material violation of any Applicable Environmental Laws pertaining to the Project relating to matters in subsections (a) and (b) above, of which the Company becomes aware.

Section 4.11 Easements. The Company may at any time or times grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any part of the Project and (ii) the Company may release existing interests, easements, licenses, rights-of-way and other rights or privileges with or without consideration, provided that no such grant or release shall materially and adversely affect the value, operation or utility of the Project. The City will, at the Company’s expense, reasonably cooperate with the execution of required instruments in connection with the grant and release of such easements, licenses, rights-of-way and other rights and privileges. The Company understands that the City has a policy and practice which must be complied with prior to the City executing a grant or release of an easement, license, right-of-way or any other right or privilege in the nature of an easement, and, to the extent that such policy and practice is applied consistently by the City to all properties owned by the City under the Code, the Company agrees to comply with such policy and practice of the City in existence at the time of the grant or release.

Section 4.12 Eminent Domain; Damage; Destruction. The Company will give prompt notice to the City of any material damage to or destruction of the Project. If either the City or the Company receives notice of the proposed taking of all or any part of the Project by Eminent Domain, it will give prompt notice to the other. Any such notice will describe generally the nature and extent of such damage, destruction, taking or proposed taking. The Proceeds resulting from the exercise of Eminent Domain with respect to or from any damage to or destruction of all or any portion of the Project will be paid to the Company.

Section 4.13 Insurance. The Company will keep the Project continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the operation of facilities of the type and size comparable to the Project as reasonably determined by the Company. Each casualty insurance policy will show the Company

as loss payee and City as an additional insured and each public liability insurance policy will show the Company as insured and City as an additional insured, for each policy as the respective interests of such parties may appear. Such insurance may, to the extent permitted under applicable law, be provided by blanket policies maintained by the Company, by a captive insurance company controlled by the Company or through self-insurance. Such insurance will include general liability insurance against liability for (i) claims for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition of the Project, and (ii) liability with respect to the Project under the workers' compensation laws of the State (unless the Company has complied with the requirements of the laws of the State for self-insurance).

Section 4.14 Access and Inspection. During the Term, the Company will, upon 48-hour prior notice, give the City and their duly authorized agents, during regular business hours, (i) such rights of access to the Project as may be reasonably necessary to inspect the progress and condition of the Project and (ii) the right of entry onto the Project for any purpose contemplated by this Lease. The Company will execute, acknowledge and deliver all such further documents, including any deed or easement, and do all such other acts and things as may be necessary in order to grant to the City such rights of access and entry. During the Term, such rights of access and entry will not be terminated, curtailed or otherwise limited by any sale, assignment, lease or other transfer of the Project by the Company to any other Person.

Section 4.15 Liens. The Company will not suffer any liens to exist on the Project other than Permitted Liens. The Company will notify the City of the existence of any lien, other than a Permitted Lien, on the Project within 30 days after such lien attaches. The Company may, in good faith, contest the validity of any lien on the Project, provided that such contest does not, in the reasonable judgment of the City, materially and adversely affect the interest or rights of the City. During the period of such contest and any related appeal, this Section 4.15 will be deemed satisfied with respect to the lien so contested.

Section 4.16 Use of Project. The Company will use the Project, or cause the Project to be used, continuously during the Term so as to constitute a "project" within the meaning of the Code as in effect on the date of execution and delivery of this Lease. A failure by the Company to comply with this requirement may result in the City taking all steps necessary to have the Project conveyed to the Company and assessed for property tax purposes in the name of the Company from and after 30 days after the failure to comply first occurs. As used in the first sentence of this Section 4.16 "continuously" means regularly and on a schedule consistent with that of similar facilities in the southwestern United States. Temporary cessation of operations for maintenance, during reasonable periods for the repair or replacement of facilities damaged or destroyed, resulting from labor disputes or because of excess inventories or short-term slack demand, or under similar circumstances will not constitute a failure by the Company to comply with this Section 4.16.

Section 4.17 Retail Space. The Company is responsible for securing tenants to ensure that seventy-five (75%) percent of the Rentable Retail Square Footage is occupied within one (1) year of the Execution Date. Once seventy-five percent (75%) of the Rentable Retail Square Footage is initially occupied, the Company will maintain an average of seventy-five percent (75%) occupancy of the Rentable Retail Square Footage for the term of this Lease, as documented in annual reports submitted to the City's Metropolitan Redevelopment Agency showing the monthly

occupancy (the “Initial Occupancy Requirements”). The Company is responsible for making reasonable business efforts to recruit tenants up to and including lowering rents, if necessary. If the Initial Occupancy Requirement is not met, a fee of 5% of the abated taxes shall be made payable to the City for the noncomplying year. **EXAMPLE CLAWBACK, ONLY INCLUDED IF PROJECT INCLUDES RETAIL OR COMMERCIAL – if not, “Intentionally Deleted”**

ARTICLE V - LEASE; TERM; POSSESSION; RENT.

Section 5.1 Lease of the Project; Term. In consideration of the payment of Rent and the Company’s improvements to the Project Site consistent with the Project Plan, the City leases the Project to the Company for the Term.

Section 5.2 Quiet Enjoyment. The City will not take any action, other than pursuant to Section 4.12 or Article VII, and so long as the Company is not otherwise in default under this Lease, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Term (except as necessary with respect to Eminent Domain for public projects and purposes) and will, at the request of the Company and at the Company’s expense, to the extent that it is lawfully necessary and the City may lawfully do so, join in any legal action in which the Company asserts its right to such possession and enjoyment.

Section 5.3 Basic Rent, Administrative Fee and Additional Payments.

(a) The Company will pay to the City, such amounts at such times as are necessary to make all payments under this Lease as and when due (the “Basic Rent”). The Basic Rent, and the Company’s consideration to the City under the terms of this Lease, is determined based to the Company’s investment of \$_____ in the Project consistent with the Project Plan. The Basic Rent, i.e. the Company’s investment of \$_____, shall be amortized annually over the seven-year term of the property tax abatement pursuant to Section 3-60A-13 of the Code. The Company shall also annually remit to the City payments in lieu of property taxes and assessments calculated, due and payable in accordance with Section 3-60A-13.1 of the Code.

(b) The Company shall annually, on or before December 31, pay to the City an Administrative Fee equal to 10% of the abated property taxes on the Project for the pending taxable year.

(c) The Company will also make payments to or on behalf of the City, for all reasonable out-of-pocket costs and expenses (including, but not limited to, counsel fees and expenses) incurred by the City in connection with the administration of or default under this Lease promptly on demand of the City, and provided the City may, prior to incurring such costs and expenses, request an advance payment of or indemnity against payment of such costs and expenses (the “Additional Payments”).

Section 5.4 Obligation Unconditional.

(a) Except to the extent that the City releases the Company from liability pursuant to Section 7.2, (i) the obligation of the Company to pay Rent and to perform its other obligations under this Lease shall be absolute and unconditional and shall not be subject to

diminution by set off, counterclaim, abatement or otherwise, whether as a result of Eminent Domain with respect to, damage to or destruction of or removal of all or any portion of the Project or any other event or condition, and (ii) the Company will not suspend or discontinue payment of the Rent or fail to perform all of its obligations under this Lease and will not terminate this Lease prior to the expiration of the Term for any cause.

(b) In the event the City fails to perform any of its obligations under this Lease, the Company may institute such action against the City as the Company may deem necessary to compel such performance. The Company may also, at its own cost and expense and in its own name or, if legally necessary, in the name of the City, prosecute or defend any action or proceeding or take any other action involving third parties which the Company deems reasonably necessary in order to secure or protect its title to its right of possession, occupancy and use of the Project. In such event, if no Event of Default has occurred and is continuing, the City will cooperate with the Company, so long as it is not the adverse party, upon receipt of indemnity satisfactory to the City against any out-of-pocket costs, expense (including counsel fees and expenses) or liability the City may incur or suffer as a result of or in connection with such cooperation.

Section 5.5 Net Lease. This Lease will be deemed and construed to be a “net lease”. The Company will pay all applicable insurance, utilities and taxes, in accordance with Sections 4.7 and 4.13.

ARTICLE VI - SPECIAL COVENANTS

Section 6.1 Recording and Filing; Further Assurances. The City and the Company will, at the expense of the Company, take all actions that at the time are and from time to time may be reasonably necessary to perfect, preserve, protect and secure the interest of the City in and to the Rent and in the Project including, without limitation, the recordation of this Lease, the filing of financing statements and continuation statements and the execution, acknowledgment, delivery, filing and recordation of any other necessary agreements and instruments.

Section 6.2 Claims. The Company will pay and discharge and will indemnify and hold harmless the City from (a) any lien or charge upon payments by the Company to, or for the account of, the City under this Lease and (b) any taxes, assessments, impositions and other charges in respect of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the City will give prompt notice to the Company, and the Company will have the sole right and duty to assume the defense of the same and will have the power to litigate, compromise or settle the same.

Section 6.3 Release and Indemnification.

(a) The Company acknowledges that the City is acting as a conduit in this transaction at the request of the Company in order to enable the Company to take advantage of certain tax benefits. The Company releases the City from, agrees that the City will not be liable for, and indemnifies the City against, all liabilities, claims, costs and expenses imposed upon, incurred or asserted against the City on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project; (ii) the inaccuracy of any

representation by the Company (regardless of whether the Company was aware of such inaccuracy at the time the representation was made) or any breach or default on the part of the Company in the performance of any representation, covenant or agreement of the Company under this Lease, or any related document, or arising from any acts or failure to act by the Company, or any of its agents, contractors, servants, employees or licensees; (iii) the Company's failure to comply with any requirements of this Lease; (iv) any other loss, claim, damage, penalty, liability, disbursement, litigation expenses and attorneys' fees or court costs arising out of or in any way relating to the execution or performance of this Lease or any other cause whatsoever pertaining to the Project, and (v) any claim, action or proceeding brought with respect to the matters set forth in (i), (ii), (iii) and (iv) above; provided that no release or indemnity is given under this Section 6.3(a)(i) through (iv) due to exercise by the City of its police powers or in its performance of any essential governmental function other than governmental functions related to the Code, and provided further that there shall be excluded from the scope of this release and indemnity any liability, claims, costs and expenses imposed upon, incurred or asserted against the City resulting from or arising out of the willful misconduct or negligence of the Indemnitees or any Indemnitee (as the terms "Indemnitees" or any "Indemnitee" are defined below).

(b) Notwithstanding the fact that it is the intention of the parties that the City shall not incur pecuniary liability by reason of the execution of this Lease or the undertakings of the City hereunder, by reason of any act required of the City by this Lease, or the performance of any act related to this Lease requested of the City by the Company or the City's position as owner, lessor, assignor and seller of the Project, nevertheless, if the City shall incur any such pecuniary liability or the same is claimed or sought, excepting any such liability arising out of the exercise by the City of its police powers or its performance of any essential governmental function other than governmental functions related to the Code, and any such liability resulting from the willful misconduct or negligence of the City or any of its agents or employees, then in such event, the Company shall indemnify and hold harmless the City against all claims by or on behalf of any person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the City, the Company will defend the City in any such action or proceeding.

(c) In case any action or proceeding is brought against the City, in respect of which indemnity may be sought hereunder, the City will give notice of the action or proceeding to the Company, and the Company, upon receipt of that notice, will have the obligation and the right to assume the defense of the action or proceeding; provided that failure of the City to provide such notice will not relieve the Company from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Company, in which case the liability of the Company under this Section shall be reduced only by an amount equal to the amount of the loss sustained by the Company solely as a result of such failure to notify.

(d) Except to the extent caused by City, the Company will indemnify, defend and hold harmless the City, from and against all suits, legal or administrative proceedings, demands, losses, liabilities, damages, claims, causes of action, costs and expenses resulting from or in any way connected with the generation, storage, manufacture, refining, release, transportation, treatment, disposal or other presence, in or under the Project, of any hazardous substances (as defined by CERCLA), hazardous wastes (as defined by RCRA), oils, radioactive materials, asbestos in any form or conditions, or any pollutant or contaminant or hazardous,

dangerous or toxic chemicals, materials or substances within the meaning of any Applicable Environmental Laws, or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as now in effect or hereafter from time to time amended.

(e) The indemnifications set forth above are intended to and will include the indemnification of all affected officials, directors, councilors, officers, employees and agents of the City, (together with the City, the “Indemnitees” and each singularly an “Indemnitee”). The indemnification is intended to and will be enforceable by the City, to the full extent permitted by law.

Section 6.4 Assignment of Warranties. The City will, to the extent possible and at the expense of the Company, transfer and assign to the Company from time to time any and all of the City’s rights and interests in and under any warranties obtained in connection with the Project and will give the Company the right to take action in either the City’s or Company’s name for the enforcement of such warranties.

Section 6.5 Company to Maintain Its Existence. The Company will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, become a domestic corporation or partnership (i.e., a corporation or partnership formed and existing under the laws of one of the states of the United States), consolidate with or merge into a domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or another domestic limited liability company, or permit one or more other domestic corporations or domestic limited liability companies to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation or domestic limited liability company all or substantially all of its assets as an entirety and thereafter dissolve; provided that (i) the surviving, resulting or transferee corporation or limited liability company expressly assumes in writing all the obligations of the Company contained in this Lease, (ii) the surviving, resulting or transferee corporation or limited liability company has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, and (iii) the City reasonably determines that the surviving, resulting or transferee corporation or limited liability company is at least as financially capable as the Company of performing all obligations under this Lease, and the City provides written consent to the release of the Company from such liability. The term “net worth”, as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 6.6 Good Standing. The Company will execute, file and record all certificates and other documents and perform such other acts as may be necessary or appropriate to comply with all requirements for the formation, ownership and operation of a limited liability company under the laws of the State of New Mexico.

Section 6.7 Authority of Authorized Representative of City. Whenever under the provisions of this Lease the approval of the City is required or the Company is required to take

some action at the request of the City, such approval or such request will be made by an Authorized City Representative unless otherwise specified in this Lease, and the Company will be authorized to act on any such approval or request and the City will have no complaint against the Company as a result of any such action taken.

Section 6.8 Authority of Authorized Representative of Company. Whenever under the provisions of this Lease the approval of the Company is required or the City is required to take some action at the request of the Company, such approval or such request will be made by an Authorized Company Representative unless otherwise specified in this Lease, and the City will be authorized to act on any such approval or request and the Company will have no complaint against the City as a result of any such action taken.

Section 6.9 Other Instruments. The Company will do, execute, acknowledge and deliver or cause of be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers (i) as the City may from time to time reasonably require for better assuring the City's title to or transferring and conveying the Project to the City, and (ii) as the City may from time to time reasonably require in furtherance of the accomplishment of the purposes of this Lease.

Section 6.10 Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or other tax benefits with respect to the Project or any part thereof shall (as between the City and the Company) be made available to the Company, and the City will, if necessary or appropriate in the judgment of counsel to the Company (which counsel may be in-house counsel to the Company), and at the sole expense of the Company, execute any elections, certificates, filings and other documentary assurances reasonably requested by the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 6.11 Subordination. This Lease is hereby made subject, junior and subordinate to any Lender mortgage or deed of trust on the Project and Project Site now or hereafter granted for the benefit of a Lender and to all renewals, modifications, consolidations, replacements and extensions of the Lender mortgage or deed of trust so that all rights of the City and Company under the Lease shall be subject, junior and subordinate to the respective rights of Lender under the mortgage or deed of trust, and to all renewals, modifications, consolidations, replacements and extensions of the Lender mortgage or deed of trust as fully as if each such instrument had been executed, delivered and recorded prior to the execution of this Lease or possession of all or part of the Project or Project Site by the City and Company.

Section 6.12 Reports. Annually, on or before December 31, the Company shall submit to the City a written certification that the Company is in compliance with all the covenants and representations set forth in this Agreement.

ARTICLE VII - ASSIGNMENT, LEASING AND SELLING

Section 7.1 No Other Transfer by City. Except as provided in Sections 4.4 and 8.2, the City will not sell, assign, transfer or convey its rights, title or interests in this Lease or the Project, or its obligations under this Lease.

Section 7.2 Assignment, Lease, Mortgage and Sale by the Company. If the Company is not in default under this Lease, the rights of the Company under this Lease may be assigned, and the rights of the Company in the Project may be assigned, leased, subleased, mortgaged or sold as a whole or in part by the Company. No such assignment, lease, sublease, mortgage or sale will relieve the Company from primary liability for making payments of Rent and for the performance of its other obligations under this Lease to the same extent as though no assignment, lease, sublease, mortgage or sale had been made, unless the City reasonably determines that the Company's transferee is at least as financially capable as the Company of performing all obligations under this Lease, and the City provides written consent to the release of the Company from such liability. Notwithstanding any provision in this Section 7.2 to the contrary, the Company may not be released from its primary liability to perform under Sections 5.3, 6.3, 8.5 and 10.4 of this Lease, arising prior to the date of the assignment, without the written consent of the City. Any assignee, lessee, sublessee or purchaser of the Company's interest in this Lease or of the Project will assume in writing the obligations of the Company under this Lease to the extent of the interest assigned, leased or sold. The Company will, not less than five Business Days before the effective date of any such assignment, lease, sublease, mortgage or sale, furnish or cause to be furnished to the City a true and complete copy of such proposed assignment, lease, sublease, mortgage or purchase contract, and to the extent applicable, such assumption. On the effective date of any such assignment, lease, sublease, mortgage or sale, the Company will, at the request of the City and at the expense of the Company, deliver to the requesting Party, an opinion of counsel to the Company, which opinion may be provided by the Company's in-house counsel, to the effect that such assignment, lease, sublease, mortgage or sale has been duly authorized by the Company, does not conflict with applicable federal or State law, and does not affect the status of the Project as a "project" under the Code. In the event of an assignment of the Lease arising because of a change of status of the Company provided in Section 6.4, the provisions of Section 6.4 will apply rather than the provisions of this Section 7.2. Notwithstanding anything in this Section to the contrary, residential tenant leases in the ordinary course of business shall not be considered assignments, leases or subleases for the purposes of this Section 7.2.

ARTICLE VIII - EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. Each of the following events is an "Event of Default":

(a) failure by the Company to make any Rent payment when due, and such failure continues for a period of fifteen Business Days after written notice from the City thereof; or

(b) any representation by or on behalf of the Company contained in the Lease proves misleading in any material respect as of the date of the making or furnishing thereof, and such misrepresentation continues to materially adversely affect the interests of the City following 60 days after written notice, specifying such misrepresentation, stating in detail the material adverse effect on the City, and requesting that its adverse effect be remedied, is given to the Company by the City, or, if such adverse effect cannot reasonably be remedied within 60 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion; or

(c) failure by the Company to perform any of its obligations under this Lease, other than the payment of Rent, following 60 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the City, or, if such failure cannot reasonably be remedied within 60 days, failure by the Company to commence the remedy within such period and to pursue the same diligently to completion; or

(d) the Company files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Company or any guarantor of all or any part of the Project, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or

(e) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Company seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of 120 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of the Company or any guarantor of all or any part of the Project, or of any or all of the royalties, revenues, rents, issues or profits thereof, is appointed without the consent or acquiescence of the Company or such guarantor, as applicable, and such appointment remains unvacated and unstayed for an aggregate of 120 days (whether or not consecutive); or

(f) a writ of execution or attachment or any similar process is issued or levied against all or any part of or interest in the Project, or any judgment involving monetary damages is entered against the Company or the City which becomes a lien on the Project or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 120 days after its entry or levy.

(g) the Company is in default under any agreement with Lenders related to the Project, upon the City's receipt of notice from the Lender of such default.

Section 8.2 Remedies on Default.

(a) If an Event of Default occurs and is continuing, the City may, but is not required to, take any one or more of the following remedial steps:

(i) by written notice to the Company declare all such amounts of Rent payable for the remainder of the Term in full, whereupon the same will be immediately due and payable;

(ii) re-enter and take possession of the Project, without terminating this Lease and lease or sublease the Project for the account of the Company, crediting against the Rent required to be paid by the Company the amounts received by the City from any sublessee;

(iii) terminate this Lease, hold the Company liable for all Rent due at the effective date of termination and due until the effective date of subleasing the Project to another, exclude the Company from possession of the Project and lease the Project to another; provided, however, that such termination and exclusion will not impair any remedy granted to the City under this Lease;

(iv) take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due or to enforce the performance and observance of any obligation of the Company under this Lease.

(b) If an Event of Default occurs in which City is expressly entitled to, and does, provide notice of default pursuant to Section 8.1 above and the Company does not cure such Event of Default within the time provided above, City may, but shall not be obligated to, provide an additional notice of intent to terminate this Lease (the "City Termination Notice"). If such Event of Default set forth in the City Termination Notice is continuing for 30 days after delivery of the City Termination Notice to the Company, the City may immediately take all steps necessary to have the Project immediately assessed for property tax purposes in the name of the Company from and after the date of the City Termination Notice, the City shall convey the Project to the Company in accordance with Section 9.2 below, and this Lease be terminated as of such date.

(c) If an Event of Default occurs under Section 8.1(g), the City shall immediately provide the City Termination Notice to the Company and the City may immediately take all steps necessary to have the Project immediately assessed for property tax purposes in the name of the Company from and after the date of the City Termination Notice, the City shall convey the Project to the Company in accordance with Section 9.2 below, and this Lease shall be terminated as of such date.

(d) In the enforcement of the remedies provided in this Section, the City will treat all expenses of enforcement, including, without limitation, legal, accounting and advertising fees, as Additional Payments then due and owing. In the exercise of any of the remedies in Section 8.2(a)(i)-(iv) above, the City has the sole right and responsibility for the exercise of such remedies if an Event of Default occurs and is continuing.

Section 8.3 Company to Give Notice of Default. The Company will promptly give notice to the City of the occurrence of any Event of Default of which it has actual knowledge.

Section 8.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VIII, it will not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 8.5 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default or an event or condition which, with notice or the lapse of time or both would constitute an Event of Default, has occurred, and the City should employ attorneys or incur other expenses for collection of Rent or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City in the enforcement of the provisions of this Lease enforceable by such party.

Section 8.6 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.7 Survival of Obligations. Except to the extent that the City releases the Company from liability pursuant to Section 7.1, the Company's obligations hereunder, including, without limitation, its obligations to make payments, will survive any sale of all or any portion of the Project or exercise of any other remedy in accordance with this Article and the Company will continue to pay the payments and perform all other obligations provided herein to the extent necessary to fulfill its obligation hereunder.

Section 8.8 Waiver of Extension, Stay and Appraisal. To the extent permitted by law, the Company will not, during the continuance of any Event of Default hereunder, insist upon, plead or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force which may affect the covenants and terms of performance hereof; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Project, or any part thereof, prior to any sale or sales thereof which may be made pursuant to decree, judgment or other of any court of competent jurisdiction; and the Company, to the extent permitted by law, hereby expressly waives all benefits or advantages of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted

ARTICLE IX - PURCHASE OF PROJECT

Section 9.1 Purchase of Project. The Company will purchase, and the City will sell, the Project for \$1.00 at the expiration or sooner termination of this Lease (provided that the Rent and all other amounts due hereunder have been fully paid). The Company will give notice to the City specifying the date of closing of such purchase, which will be not less than 15 nor more than 90 days from the date of such notice. At the closing of such purchase, upon payment of the amount due by the Company, the City will, at the expense of the Company, convey the Project to the Company subject to the provisions of Section 9.2. If there is an Event of Default under Sections 8.1(g) and 8.2(c), the City shall immediately transfer the Project to the Company and terminate this Lease.

Section 9.2 Conveyance. At the closing of a purchase pursuant to this Article IX, the City will, upon receipt of the purchase price, as applicable, and at the sole expense of the Company,

deliver to the Company documents, including, but not limited to a quitclaim deed and other transfer or conveyance documents, conveying to the Company the City's interest in the Project being purchased, as such Project then exists subject only to: (i) those liens and encumbrances (if any) to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or any Person other than the City or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform any of its obligations under this Lease; (iv) Permitted Liens other than this Lease; and (v) any other lien arising as a matter of law (except as a result of any general action against City or arising from any act or omission of City). The Company may purchase the Project and exercise its other rights under this Article IX, whether or not an Event of Default has occurred and is continuing. Within fifteen (15) days after filing, City shall, at its sole costs and expense, cause to be paid or removed any lien or encumbrance against the Project that is created by or filed against City or the property of City and City shall hold the Company harmless from and against any costs or expenses related to or arising from such liens or encumbrances.

ARTICLE X - MISCELLANEOUS

Section 10.1 Amendments. This Lease may be amended or modified only by a writing signed by the City and the Company.

Section 10.2 Limitation of City's Liability.

(a) Except to the extent set forth in Section 9.2 or obligations, costs, expenses or liabilities arising out of the negligence or willful misconduct of City, no agreements or provisions contained herein nor any agreement, covenant or undertaking by the City contained in any document executed by the City in connection with any property of the Company will give rise to any pecuniary liability of the City, its officers and members of its governing body, or constitute a charge against the City's general credit, or will obligate the City financially in any way, except with respect to the funds or property available under the Lease. Except to the extent set forth in Section 9.2 or obligations, costs, expenses or liabilities arising out of the negligence or willful misconduct of City, no failure of the City to comply with any terms, covenants or agreements herein or in any document executed by the City in connection with the Project will subject the City to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder. None of the provisions of this Lease will require the City to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder unless it will first have been adequately indemnified to its satisfaction against the cost, expense or liability which might be incurred thereby. Nothing herein will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the City for any failure to comply with any term, conditions, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the funds available hereunder.

(b) No covenant, obligation or agreement in this Lease shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the governing body of the City in other than his official capacity, and neither the members of that governing body nor any official executing the Lease shall be liable personally or

shall be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the City contained in this Lease.

Section 10.3 No Violation of Public Policies Regarding Indemnity. If a court of competent jurisdiction determines that the provisions of Section 56-7-1 NMSA 1978 are applicable to the Lease or any claim arising under the Lease, then any agreement to indemnify contained in the Lease shall be limited as provided by Section 56-7-1.

Section 10.4 Administrative Fees, Attorneys' Fees and Costs. The Company will reimburse the City, upon demand, for all reasonable costs and expenses, including without limitation attorneys' fees, paid or incurred by the City in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of this Lease, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (iii) the enforcement by the City during the term hereof or thereafter of any of the rights or remedies of the City hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, reasonable costs and expenses of collection in connection with an Event of Default, whether or not suit is filed with respect thereto.

Section 10.5 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the City, the Company, and their respective successors and assigns.

Section 10.6 Severability. In the event any provisions of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7 Recording. This Lease and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, shall be recorded in the office of the County Clerk of Bernalillo County, New Mexico.

Section 10.8 No Waiver. No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 10.9 Non-Merger. The provisions of this Lease shall survive the conveyance of the Project to the City, the reconveyance of the Project to the Company, and all other performances hereunder, and shall not be deemed merged in any deed or other instrument or document delivered hereunder.

Section 10.10 Execution in Counterparts. This Lease may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 10.11 Notices. Any notice, demand, direction, request, consent, report or other instrument authorized or required to be executed, given or filed (excluding Uniform Commercial Code filings, recordings and other governmental filings) will be in writing and will be deemed to have been sufficiently sent for all purposes when delivered by hand delivery, by recognized overnight delivery service or by registered or certified mail, postage prepaid, addressed as follows:

If to the City:

City of Albuquerque
One Civic Plaza NW, 11th Floor
Albuquerque, NM 87102
Attn: City Clerk

With a copy to:

City of Albuquerque - Legal Department
One Civic Plaza NW, 4th Floor
Albuquerque, NM 87102
Attention: City Attorney

With a copy to:

City of Albuquerque
PO Box 1293
Albuquerque 87103
Attn: Metropolitan Redevelopment Agency

If to the Company:

DEVELOPER X, LLC
ADDRESS
ADRESSS
ATTN: XXX

Notices shall be effective upon receipt. Any Party may, by notice to each of the other Parties, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 10.12 Applicable Law. The validity, construction and effect of this Lease will be governed by the law of the State applicable to agreements made and to be performed in the State, without regard or effect given to conflict of laws or rules which would require the application of the laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Company have executed this Lease as of the Execution Date.

CITY OF ALBUQUERQUE, NEW MEXICO

By: _____

Date: _____

Name: _____

Title: Chief Administrative Officer

State of New Mexico)
) ss.
County of Bernalillo)

This instrument was acknowledged before me on [_____], 2025 by _____ as Chief Administrative Officer of the City of Albuquerque, New Mexico, a New Mexico municipal corporation.

Notary Public

My commission expires: _____

DEVELOPER X, LLC

By: _____

Name: _____

Title: _____

Date: _____

State of New Mexico)
) ss.
County of Bernalillo)

This instrument was acknowledged before me on _____, 2022 by [_____] ,
as [_____] of **DEVELOPER X, LLC**, a New Mexico limited liability corporation.

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B
PERMITTED LIENS

FISCAL IMPACT ANALYSIS

TITLE: RELATING TO THE APPROVAL OF A REDEVELOPMENT TAX ABATEMENT FOR THE 4TH AND LA PLATA MULTI-FAMILY RESIDENTIAL DEVELOPMENT PROJECT, DEVELOPED BY 4TH & LA PLATA, LLC

R: O:
 FUND: 275
 DEPT: DFAS

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026		2027	Total
Base Salary/Wages					-
Fringe Benefits at					-
Subtotal Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected					
[] Estimated revenue impact					
Revenue from program	\$ -	\$ -	\$ -	\$ -	\$ -
Amount of Grant	\$ -	\$ -	\$ -	\$ -	\$ -
City Cash Match	\$ -	\$ -	\$ -	\$ -	\$ -
City Inkind Match	\$ -	\$ -	\$ -	\$ -	\$ -
City IDOH	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

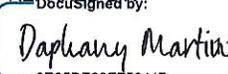
* Range if not easily quantifiable.

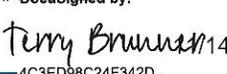
Number of Positions created 0

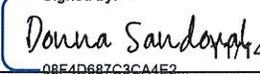
COMMENTS: The tax abatement program has no impacts on the City's budget. It does reduce the cost of taxes for seven years, but during the RTA period, the City continues to receive its portion of the PILT from Bernalillo County, so there is no loss of tax revenue. After the RTA period, there will be a net positive to the City's tax base due to redevelopment at the site and reassessed property values, which typically results in a large increase in taxes after seven years due to redevelopment at the site, which will have a long-term positive impact on property tax collections.

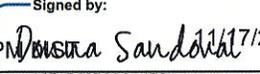
COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

The subject property is currently vacant, contributing no value to the surrounding neighborhood and little to the city's tax base. The redevelopment of the site will contribute to increased safety and improved conditions in the area by bringing more residential activity to the neighborhood, supporting local businesses, and thus meeting the goals of the North Corridor MR Area.

PREPARED BY: Docusigned by:

 1/14/2025 | 1:29 PM MST
 9E65DF229FC72A447
 FISCAL ANALYST

APPROVED: Docusigned by:

 1/14/2025 | 1:33 PM MST
 4C3ED98C24E342D
 DIRECTOR (date)

REVIEWED BY: Signed by:

 1/14/2025 | 1:53 PM
 08F4D687C3CA4E2
 EXECUTIVE BUDGET ANALYST

Signed by:

 1/17/2025 | 8:15 AM
 B0515087F304F
 BUDGET OFFICER (date)

Signed by:

 1/17/2025 | 8:23 AM MST
 E02222219CC177
 CITY ECONOMIST