



Supplemental Form (SF)

SUBDIVISION

- Major subdivision action
- Minor subdivision action
- Vacation
- Variance (Non-Zoning)
- SKETCH PLAT

SITE DEVELOPMENT PLAN

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- Administrative Approval (DRT, URT, etc.)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- Zone Map Amendment (Establish or Change Zoning, includes Zoning within Sector Development Plans)
- Adoption of Rank 2 or 3 Plan or similar
- Text Amendment to Adopted Rank 1, 2 or 3 Plan(s), Zoning Code, or Subd. Regulations
- Street Name Change (Local & Collector)
- L A APPEAL / PROTEST of...**
- Decision by: DRB, EPC, LUCC, Planning Director, ZEO, ZHE, Board of Appeals, other

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICATION INFORMATION:

Professional/Agent (if any): BOHANNAN HUSTON, INC. (MIKE BALASKOVITS) **PHONE:** 505-823-1000
ADDRESS: 7500 JEFFERSON ST. NE **FAX:** 505-798-7988
CITY: ALBUQUERQUE **STATE:** NM **ZIP:** 87109 **E-MAIL:** MBALASKOVITS@BHINC.COM
APPLICANT: SC3 DEVELOPMENT (KYLE BODHAINE) **PHONE:** 505-681-9932
ADDRESS: 4020 VASSAR DR. NE SUITE H **FAX:** _____
CITY: ALBUQUERQUE **STATE:** NM **ZIP:** 87107 **E-MAIL:** KYLE@SC3INTL.COM
 Proprietary interest in site: DEVELOPER **List all owners:** SCHOTT SOLAR

DESCRIPTION OF REQUEST: FINAL PLAT APPROVAL

Is the applicant seeking incentives pursuant to the Family Housing Development Program? Yes. No.

SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. TRACT D Block: _____ Unit: _____
 Subdiv/Addn/TBKA: BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II
 Existing Zoning: PC Proposed zoning: N/A MRGCD Map No _____
 Zone Atlas page(s): Q-16-Z UPC Code: 101605231210840210

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): _____
1006201, 1006539

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? X
 No. of existing lots: 1 No. of proposed lots: 7 Total site area (acres): 80
 LOCATION OF PROPERTY BY STREETS: On or Near: NORTHWEST CORNER OF HAWKING DRIVE & CRICK AVENUE
 Between: _____ and _____
 Check if project was previously reviewed by: Sketch Plat/Plan or Pre-application Review Team(PRT) Review Date: _____

SIGNATURE [Signature] **DATE** 1-10-2017
 (Print Name) MIKE BALASKOVITS Applicant: Agent:

FOR OFFICIAL USE ONLY

Revised: 11/2014

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input type="checkbox"/> All checklists are complete	_____	_____	_____	\$ _____
<input type="checkbox"/> All fees have been collected	_____	_____	_____	\$ _____
<input type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus				Total
<input type="checkbox"/> F.H.D.P. fee rebate				\$ _____

Hearing date _____

Project # _____

Staff signature & Date _____

FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING

A **Bulk Land Variance** requires application on FORM-V in addition to application for subdivision on FORM-S.

SKETCH PLAT REVIEW AND COMMENT (DRB22) **Your attendance is required.**

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08) **Your attendance is required.**

- Preliminary Plat reduced to 8.5" x 11"
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Copy of DRB approved infrastructure list
 - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
 - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.**

MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12) **Your attendance is required.**

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16) **Your attendance is required.**

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03) **Your attendance is required.**

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
 - Zone Atlas map with the entire property(ies) clearly outlined
 - Letter briefly describing, explaining, and justifying the request
 - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
 - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Michael Baraskevics
 Applicant name (print)
Michael Baraskevics 1/10/16
 Applicant signature / date



Form revised **October 2007**

- Checklists complete Application case numbers
- Fees collected _____ - _____
- Case #s assigned _____ - _____
- Related #s listed _____ - _____

Project # _____ Planner signature / date

January 10, 2017

Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: Tract D Mesa Del Sol Innovation Park II
Major Subdivision Request (DRB # 1006201)

Dear Mr. Cloud:

Enclosed for Development Review Board (DRB) review, comment and approval are copies of the following information:

- Application for Development Review
- Six (6) Copies of Final Plat
- Zone Atlas Map With The Entire Property Outlined
- Three (3) Copies of Cross-Sections
- Recorded SIA
- Submittal Fees

This plat is being presented to the Development Review Board for the purpose of obtaining Final Plat Approval for the above referenced project. The submittal is a replat of Tract D into 7 new tracts to be developed separately.

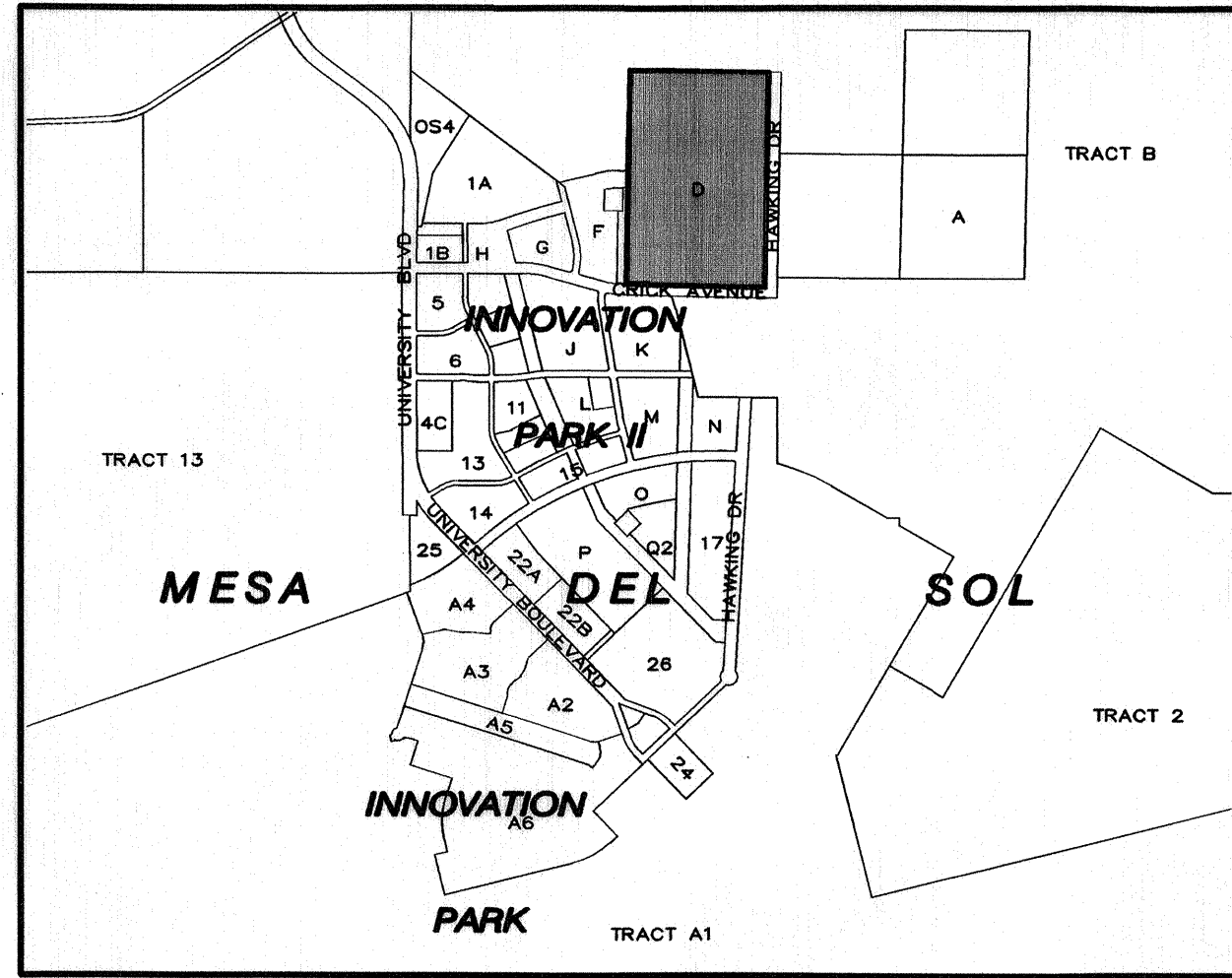
Please place this item on the DRB Agenda to be heard on the next applicable DRB Hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,



Michael J. Balaskovits, P.E.
Vice President
Community Development & Planning

MJB/jcm
Enclosures



LOCATION MAP
NOT TO SCALE

SUBDIVISION DATA

1. DRB No.
2. Zone Atlas Index Number: Q-16.
3. Zoning: PC
4. Gross Subdivision Acreage: 80.0000 Acres.
5. Total number of Lots/Tracts Created: Seven (7) Tracts.
6. 0.0044 Acres of additional public right-of-way created with this Plat.
7. Date of Survey: February, 2014.
8. Plat is located within Sections 15 & 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico.

PURPOSE OF PLAT

The purpose of this Plat is to Subdivide all of Tract lettered "D" of the Bulk Land Plat for Mesa Del Sol, Innovation Park II, being a replat of Tracts 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, Mesa Del Sol and Tracts 2-A, 2-B, 3, 4, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 & OS-6, Mesa del Sol Innovation Park, as the same is shown and designated on the plat thereof recorded in the real property records of Bernalillo County, New Mexico, on August 7, 2008, as Document Number 2008089615, in Plat Book 2008-C, Page 175 into Seven (7) Tracts and to grant easements and dedicate right of way.

PUBLIC UTILITY EASEMENTS

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

- A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.
- C. Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest Corporation D/B/A CenturyLink (QWEST) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGC and QWEST do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

DESCRIPTION

A certain tract of land located within Sections 15 & 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being and comprising all of Tract lettered "D" of the Bulk Land Plat for Mesa Del Sol, Innovation Park II, being a replat of Tracts 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, Mesa Del Sol and Tracts 2-A, 2-B, 3, 4, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 & OS-6, Mesa del Sol Innovation Park, as the same is shown and designated on the plat thereof recorded in the real property records of Bernalillo County, New Mexico, on August 7, 2008, as Document Number 2008089615, in Plat Book 2008-C, Page 175.

Tract contains 80.0000 acres of land, more or less.

FREE CONSENT AND DEDICATION

The plat shown hereon is made with free consent and in accordance of the desires of the undersigned owner(s), the execution of this plat is their free act and deed. Those signing as owner(s) warrant that they hold among them, complete indefeasible title in fee simple to the land shown on this plat. Owner(s) hereby affirm that the described property shown on this plat lies within the platting and subdivision jurisdiction of Albuquerque, New Mexico. Said owner(s) hereby grant all Easements as may be shown on this plat and dedicate right of way to the City of Albuquerque in Fee Simple with Warranty Covenants. Access easements are permanent.

SCHOTT Solar CSP, LLC,
a Delaware limited liability company

By: *Donna P. Brusse*

Name: *Donna P. Brusse*

Title: *Agent*

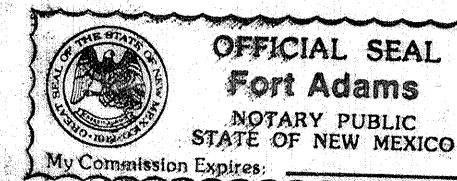
State of *New Mexico*

County of *Bernalillo*

This instrument was acknowledged before me on *15th* day of *April*, 201, by *Donna P. Brusse* *Agent for Schott Solar CSP, LLC, a Delaware Limited liability company*

My Commission Expires: *6-12-17*

Notary Public



NOTES

1. Bearings are New Mexico State Plane Grid Bearings (Central Zone NAD 1983 Datum). Basis of Bearings: Inverse between City of Albuquerque survey Monuments "3-Q16" and "1-R16" Bearing = S12°15'06"W
2. Distances are ground distances.
3. Record bearings and distances are the same as shown on the Bulk Land Plat for Mesa Del Sol Innovation Park II, Albuquerque, New Mexico, recorded August 7, 2008 in Book 2008C, Page 175 as Document No. 2008089615.
4. Record Easements were taken from Title Commitment issued by Stewart Title Guaranty Company, Commitment No. 01147-7966, Effective Date: February 1, 2016.
5. Tracts D-1 thru D-7 are subject to a private blanket drainage easement granted with the filing of this plat.
6. 20' Permanent Private Utility Easement granted with the filing of this plat and to be maintained by owners of Tracts D-1 thru D-7.
7. 30' Permanent Private Access Easement granted with the filing of this plat and to be maintained by owners of Tracts D-1, D-3, D-4, D-5, D-6 & D-7.
8. SOLAR NOTE - Pursuant to Section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "No property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or tracts within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
9. All interior tract corners to be monumented by a 5/8" rebar and plastic cap stamped "Gromatzky PS 16469", or a nail and washer stamped "Gromatzky PS 16469".
10. Crick Avenue SE and Hawking Drive SE are public rights-of-way in fee simple to the City of Albuquerque as dedicated by the plat filed on August 7, 2008 in Book 2008C, page 175 as Document No. 2008089615.

SURVEYOR'S CERTIFICATION

I, Robert Gromatzky, a registered Professional New Mexico Surveyor, certify that I am responsible for this survey and that this plat was prepared by me or under my supervision, shows all existing easements as shown on the plats of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and meets the minimum requirements for monumentation and surveys contained in the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

Robert Gromatzky
Robert Gromatzky
New Mexico Professional Surveyor 16469

Date: *APRIL 13, 2016*



PLAT OF TRACTS D-1 THRU D-7 MESA DEL SOL INNOVATION PARK II

(A SUBDIVISION OF TRACT D MESA DEL SOL INNOVATION PARK II)

SECTIONS 15 & 22,
TOWNSHIP 9 NORTH, RANGE 3 EAST, NMPM,
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL, 2016

PROJECT NUMBER _____

APPLICATION NUMBER _____

UTILITY APPROVALS:

QWEST CORPORATION d/b/a CENTURYLINK QC _____ DATE _____

COMCAST CABLE _____ DATE _____

PNM ELECTRIC SERVICES _____ DATE _____

NEW MEXICO GAS COMPANY _____ DATE _____

CITY APPROVALS:

Jason M. Rindner P.S. *4/15/16*
CITY SURVEYOR _____ DATE _____

TRAFFIC ENGINEERING, TRANSPORTATION DIVISION _____ DATE _____

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY _____ DATE _____

PARKS & RECREATION DEPARTMENT _____ DATE _____

A.M.A.F.C.A. _____ DATE _____

CITY ENGINEER _____ DATE _____

DRB CHAIRPERSON, PLANNING DEPARTMENT _____ DATE _____

REAL PROPERTY DIVISION _____ DATE _____

TAX CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC # _____

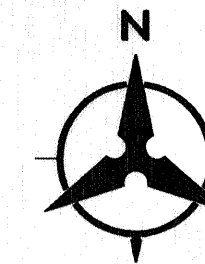
PROPERTY OWNER OF RECORD: _____

BERNALILLO COUNTY TREASURER'S OFFICE _____ DATE _____

**PLAT OF
TRACTS D-1 THRU D-7
MESA DEL SOL
INNOVATION PARK II**

(A SUBDIVISION OF TRACT D
MESA DEL SOL INNOVATION PARK II)

SECTIONS 15 & 22,
TOWNSHIP 9 NORTH, RANGE 3 EAST, NMPM,
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL, 2016



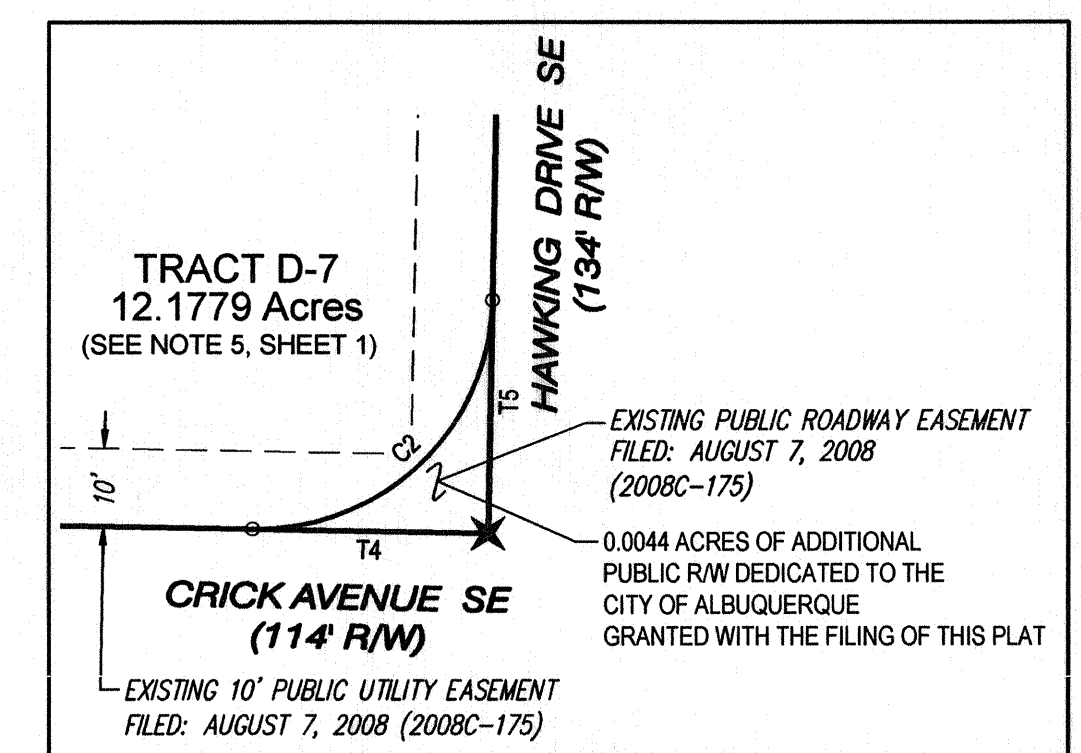
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LEGEND

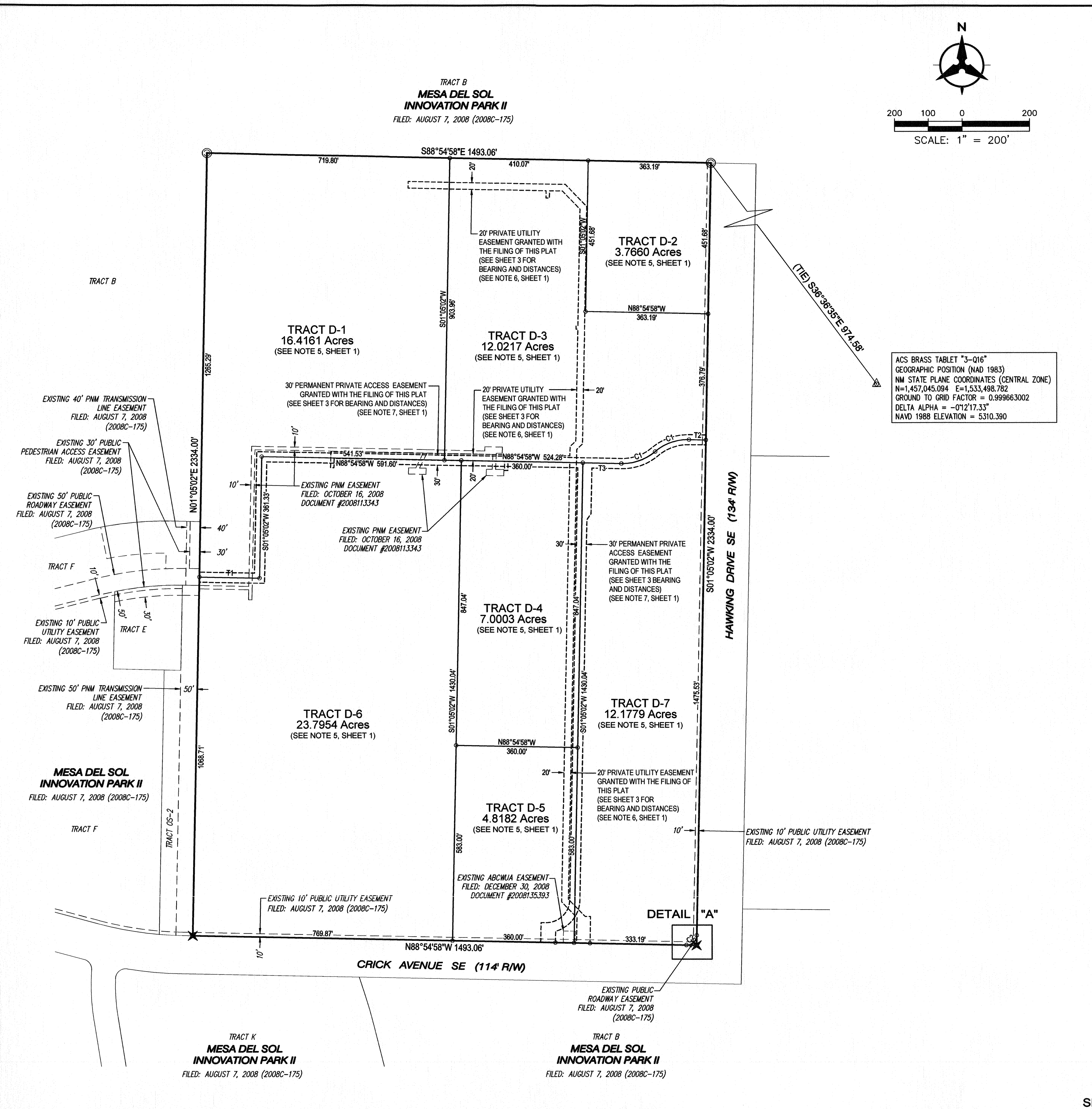
- BOUNDARY LINE
- LOT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- ADJOINING PROPERTY LINE
- CITY OF ALBUQUERQUE CONTROL MONUMENT
- FOUND #5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GROMATZKY PS 16469"
- FOUND CHISELED "X" IN CONCRETE
- PUE PUBLIC UTILITY EASEMENT

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	41°33'00"	56.90'	108.78'	150.00'	106.41'	N70°18'32"E
C2	90°00'00"	30.00'	47.12'	30.00'	42.43'	N46°05'02"E

TANGENT DATA		
ID	BEARING	DISTANCE
T1	N88°54'58"W	178.27'
T2	N88°54'58"W	50.00'
T3	N88°54'58"W	114.21'
T4	N88°54'58"W	30.00'
T5	S01°05'02"W	30.00'



ACS BRASS TABLET "3-016"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE COORDINATES (CENTRAL ZONE)
N=1,457,045.094 E=1,533,498.782
GROUND TO GRID FACTOR = 0.999663002
DELTA ALPHA = -0°12'17.33"
NAVD 1988 ELEVATION = 5310.390

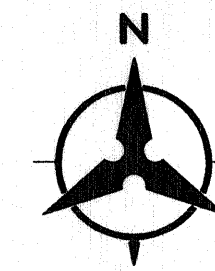


Bohannon & Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

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Wed, 13-Apr-2016 - 5:57:pm, Plotted by: MBALASKOVITS

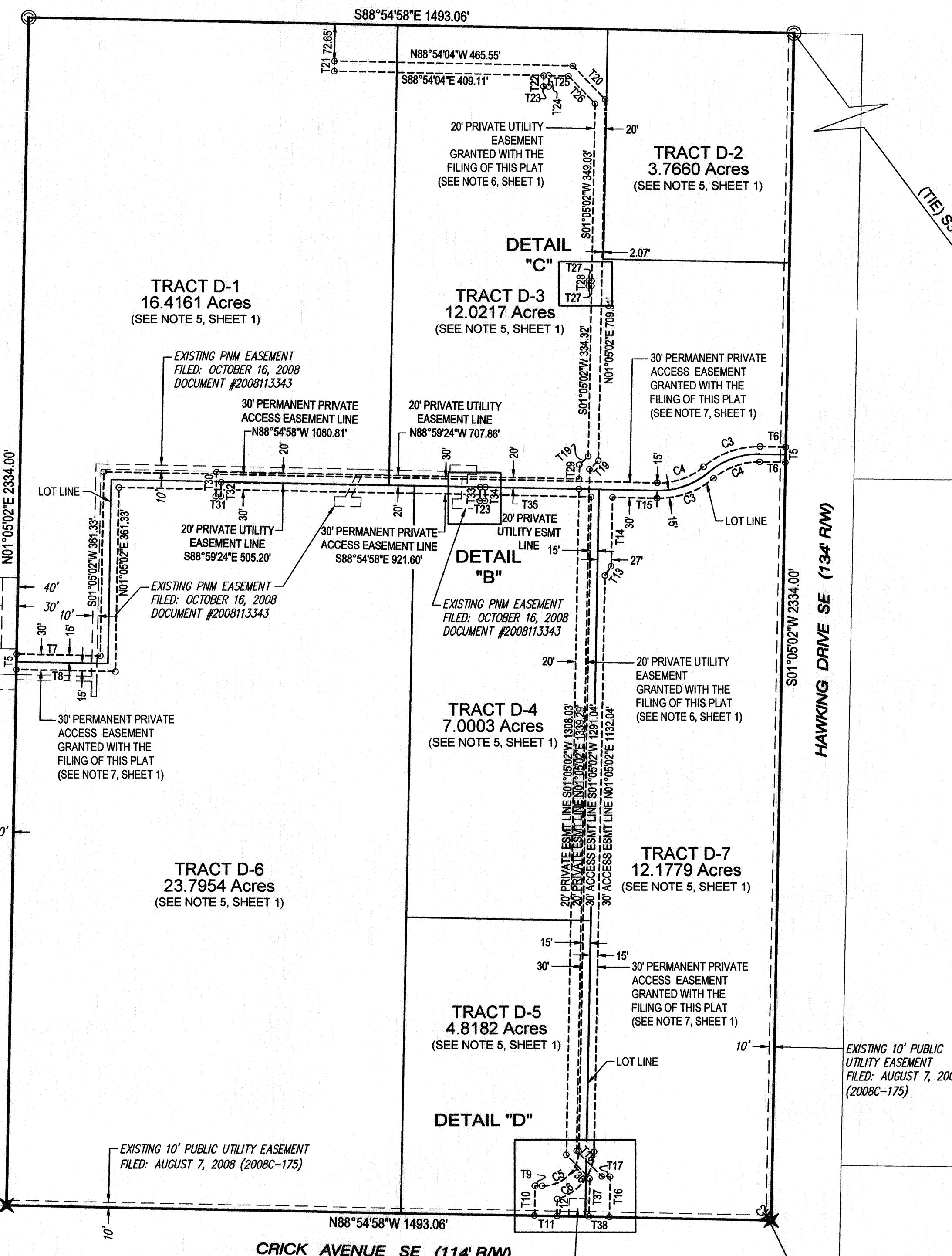
**PLAT OF
TRACTS D-1 THRU D-7
MESA DEL SOL
INNOVATION PARK II**
(A SUBDIVISION OF TRACT D
MESA DEL SOL INNOVATION PARK II)

SECTIONS 15 & 22,
TOWNSHIP 9 NORTH, RANGE 3 EAST, NMPM,
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
APRIL, 2016



200 100 0 100 200
SCALE: 1" = 200'

TRACT B
**MESA DEL SOL
INNOVATION PARK II**
FILED: AUGUST 7, 2008 (2008C-175)



ACS BRASS TABLE "3-016"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE COORDINATES (CENTRAL ZONE)
N=1,457,045.094 E=1,533,498.782
GROUND TO GRID FACTOR = 0.999663002
DELTA ALPHA = -0'12'17.33"
NAVD 1988 ELEVATION = 5310.390

LEGEND

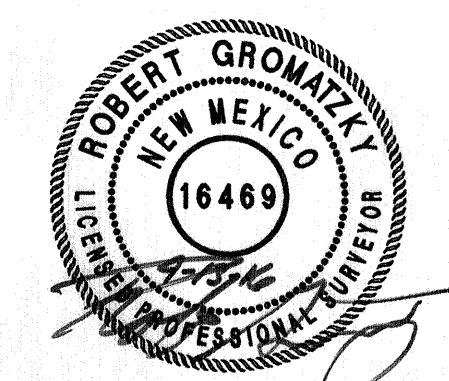
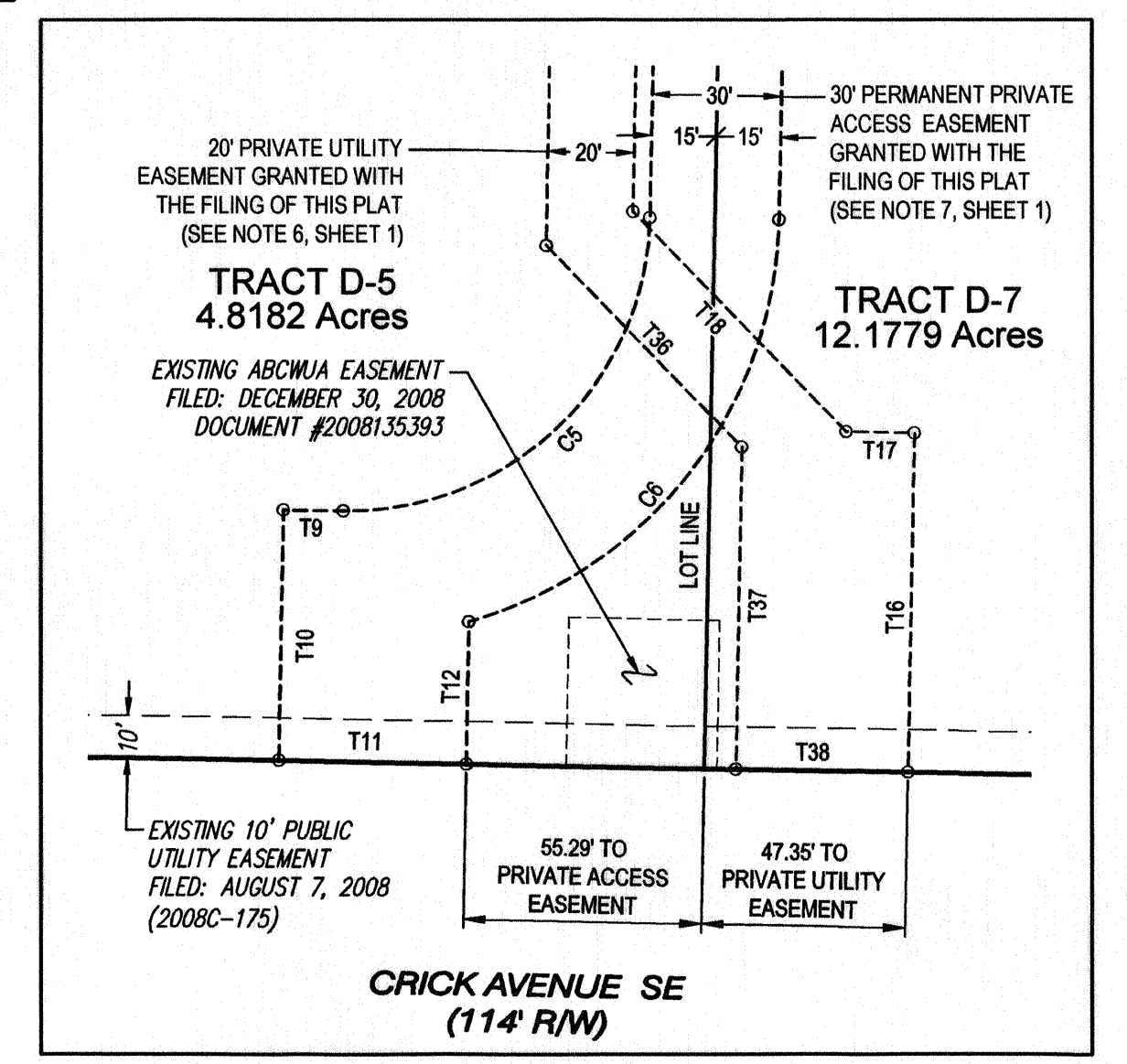
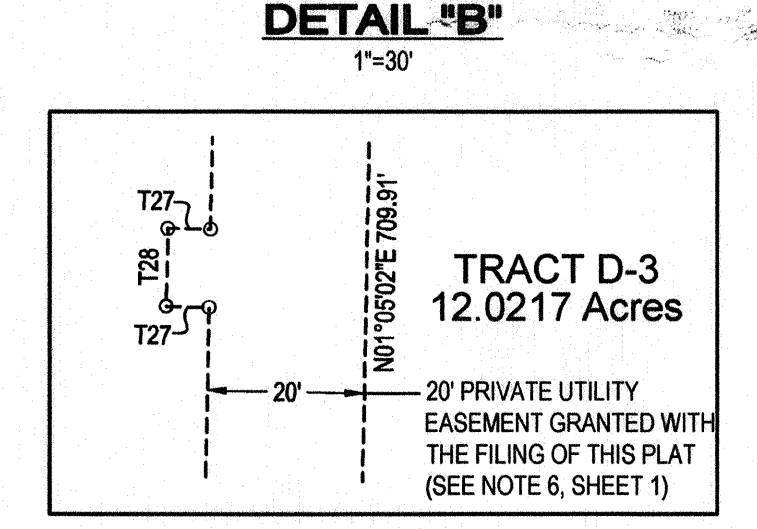
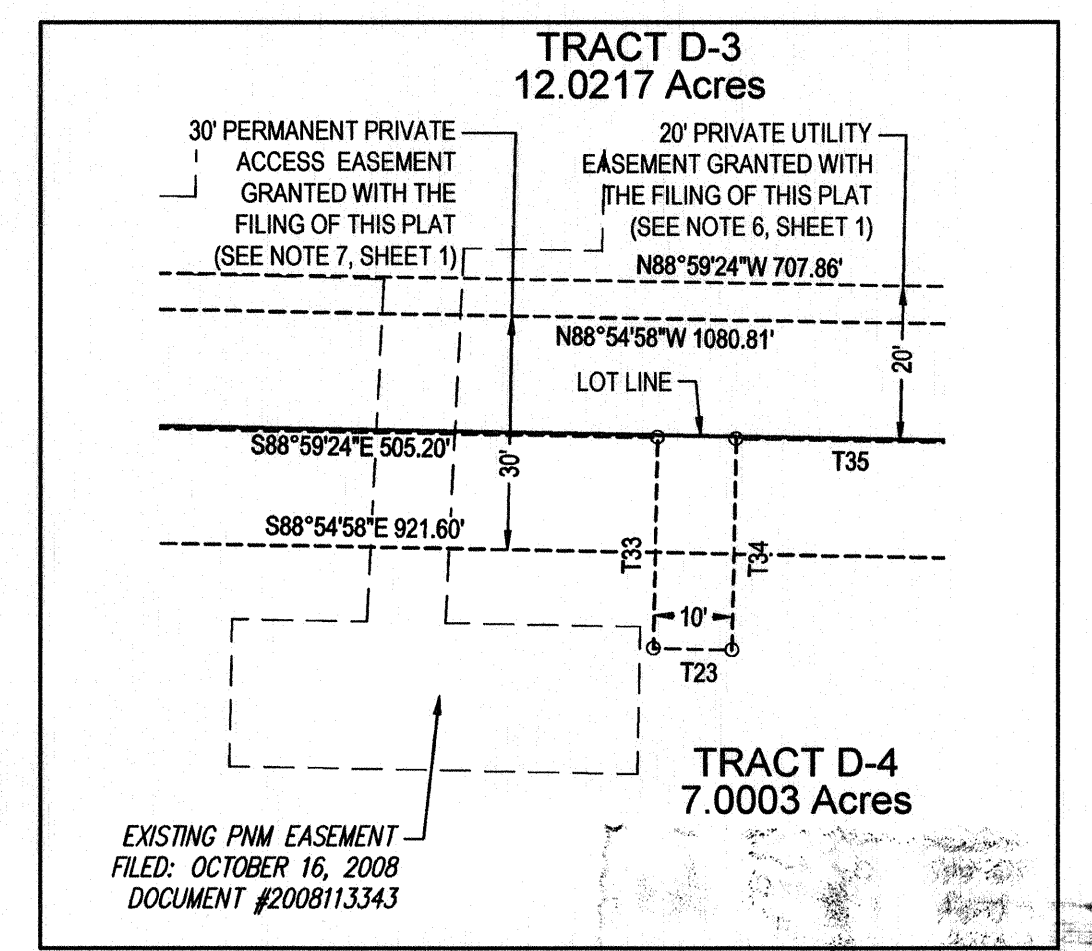
- BOUNDARY LINE
- - - LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - ADJOINING PROPERTY LINE
- ▲ CITY OF ALBUQUERQUE CONTROL MONUMENT
- ⊙ FOUND #5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GROMATZKY PS 16469"
- ✱ FOUND CHISELED "X" IN CONCRETE
- PUE PUBLIC UTILITY EASEMENT
- ESMT EASEMENT

CURVE DATA

ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C3	41°33'00"	62.60'	119.66'	165.00'	117.05'	S70°18'32"W
C4	41°33'00"	51.21'	97.90'	135.00'	95.77'	S70°18'32"W
C5	90°00'00"	70.00'	109.96'	70.00'	98.99'	S46°05'02"W
C6	72°43'00"	73.61'	126.91'	100.00'	118.57'	N37°26'32"E

TANGENT DATA

ID	BEARING	DISTANCE
T6	N88°54'58"W	50.00'
T7	N88°54'58"W	163.27'
T8	S88°54'58"E	193.27'
T9	N88°54'58"W	13.85'
T10	S01°05'02"W	59.00'
T11	S88°54'58"E	43.56'
T12	N01°05'02"E	33.52'
T13	N34°17'41"E	21.91'
T14	N01°05'02"E	135.67'
T15	S88°54'58"E	87.21'
T16	N01°05'02"E	79.82'
T17	N88°54'58"W	15.86'
T18	N43°54'58"W	71.40'
T19	N46°04'06"E	23.95'
T20	N43°54'58"W	91.62'
T21	S01°05'02"W	20.00'
T22	S01°05'02"W	21.51'
T23	S88°54'58"E	10.00'
T24	N01°05'02"E	21.50'
T25	S88°54'04"E	38.16'
T26	S43°54'58"E	75.05'
T27	N88°54'58"W	5.43'
T28	S01°05'02"W	10.00'
T29	S01°05'02"W	27.83'
T30	S01°18'54"W	47.58'
T31	S88°41'06"E	10.00'
T32	N01°18'54"E	27.63'
T33	S01°05'02"W	27.05'
T34	N01°05'02"E	27.06'
T35	S88°59'24"E	182.73'
T36	S43°54'58"E	65.54'
T37	S01°05'02"W	75.67'
T38	S88°54'58"E	40.00'



Bohannon & Huston
7500 JEFFERSON STREET NE ALBUQUERQUE, NEW MEXICO

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Wed, 13-Apr-2016 - 5:57:pm, Plotted by: MBALASKOVITS

SUBDIVISION IMPROVEMENTS AGREEMENT PUBLIC AND/OR PRIVATE
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 29th day of December, 2016, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **GOLD MESA INVESTMENT, LLC** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.], Limited Liability Company, whose address is **5319 Menaul Blvd. NE Albuquerque, NM 87110** and whose telephone number is **(505) 883-4131** is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **TRACT D BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II (A REPLAT OF TRACTS 1,12,15,4-A-2,4-A-3 & 4-A-4 MESA DEL SOL & TRACTS 2-A,2-B,3,4,7,8,9,10,16,18,19,20,21** recorded on **AUGUST 7, 2008** attached, Book **2008C** page **0175**, as Document No. **2008089615** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **GOLD MESA INVESTMENT, LLC (Owner)**.

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **TRACTS D-1 THRU D-7 MESA DEL SOL INNOVATION PARK II** describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **12/16/2018** ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **775580**.



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

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

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

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

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

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

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

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

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by **Bohannan Huston, Inc.**, and construction surveying of the private Improvements shall be performed by **Bohannan Huston, Inc.**. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by **Bohannan Huston, Inc.** and inspection of the private Improvements shall be performed by **Bohannan Huston, Inc.** both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by **Bohannan Huston, Inc.**, and field testing of the private Improvements shall be performed by **Bohannan Huston, Inc.** both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides

all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefore.

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

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

Type of Financial Guaranty: **Commitment for Financing**

Amount: \$ **750,667.60**

Name of Financial Institution or Surety providing Guaranty: **First American Bank**

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

12/16/2018

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____

Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City

does not own the real property upon, or in which, the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

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

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

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

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

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

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

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

11. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the

Subdivider herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

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

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

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

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

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

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


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

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


22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: GOLD MESA INVESTMENT, LLC

By [Signature]: 
Name [Print]: STEVEN B. CHAVEZ.
Title: MANAGING PARTNER/MEMBER.
Dated: 12/21/2016

CITY OF ALBUQUERQUE

By:  *KAM*
Shahab Biazar, P.E., City Engineer
Dated: 12/29/16

SUBDIVIDER'S NOTARY

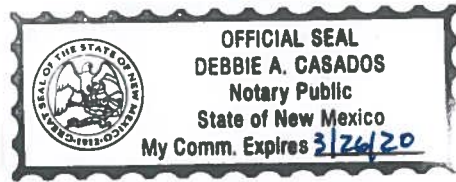
STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 21 day of December, 2016, by
[name of person:] Steven B. Chavez, [title or capacity, for instance,
"President" or "Owner":] co-owner/managing member of
[Subdivider:] GOLD MESA INVESTMENT, LLC

(SEAL)

Debbie A. Casados
Notary Public

My Commission Expires: 3/26/20



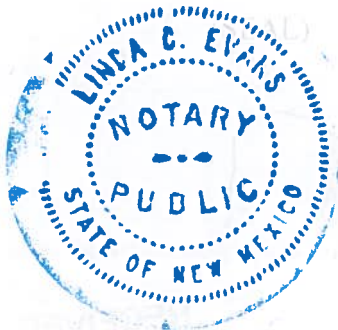
CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 29th day of December, 2016,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Linda C. Evans
Notary Public

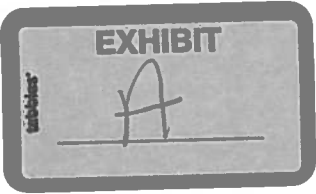
My Commission Expires: 10-20-2016



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER
IS NOT THE OWNER OF THE SUBDIVISION]

Current DRC Project No. _____

Date Submitted: May 20, 2016
 Date Site Plan for Bldg Permit Appr: _____
 Date Site Plan for Sub. Approved: _____
 Date Preliminary Plat Approved: 5-25-16
 Date Preliminary Plat Expires: 5-25-17



ORIGINAL

Figure 12
 REQUIRED INFRASTRUCTURE

EXHIBIT "A"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 REQUIRED INFRASTRUCTURE LIST

PROPOSED TRACT D
 (Mesa del Sol, Innovation Park II)

DRB Project No. 1006201

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
PUBLIC ROADWAY IMPROVEMENTS									
		36' FC-FC PLUS HALF OF MEDIAN	PAVED ROADWAY, STRIPING CURB AND GUTTER, STREET LIGHTS (1/2 STREET IMPROVEMENT - APPROX 780 LF) TO INCLUDE A TEMPORARY TURN AROUND WITHIN R.O.W.	HAWKING DR	TRACT D ENTRANCE (APPROX. 780LF SOUTH OF NORTH PROPERTY LINE OF TRACT D)	NORTH TRACT D PROPERTY LINE	<u> / </u>	<u> / </u>	<u> / </u>
		PUBLIC SANITARY SEWER IMPROVEMENTS							
		12" DIA	SANITARY SEWER LINE, AS REQ'D (APPROX 2370LF)	HAWKING DR	CRICK CROSSING	NORTH TRACT D PROPERTY LINE	<u> / </u>	<u> / </u>	<u> / </u>
		PUBLIC WATERLINE IMPROVEMENTS							
		18" DIA	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS (APPROX 405 LF)	CRICK CROSSING	END OF COA PUBLIC WORK ORDER #775481	INTERSECTION OF CRICK CROSSING AND HAWKING DR	<u> / </u>	<u> / </u>	<u> / </u>
		12" DIA	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS (APPROX 2410 LF)	HAWKING DR	INTERSECTION OF CRICK CROSSING AND HAWKING DR.	NORTH TRACT D PROPERTY LINE	<u> / </u>	<u> / </u>	<u> / </u>

AGENT/OWNER		<u>Pat Ch...</u>		<u>5-25-16</u>		<u>Sandoval</u>		<u>5/25/16</u>	
MICHAEL J. BALASKOVITS	5/10/2016	PLANNING	DATE	PARKS & GENERAL SERVICES	DATE				
PREPARED BY: PRINT NAME	DATE	TRANSPORTATION DEVELOPMENT	DATE						
BOHANNAN HUSTON INC.		UTILITY DEVELOPMENT	DATE	CITY ENGINEER	DATE				
FIRM			DATE	AMAFCA	DATE				
SIGNATURE			DATE		DATE				

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
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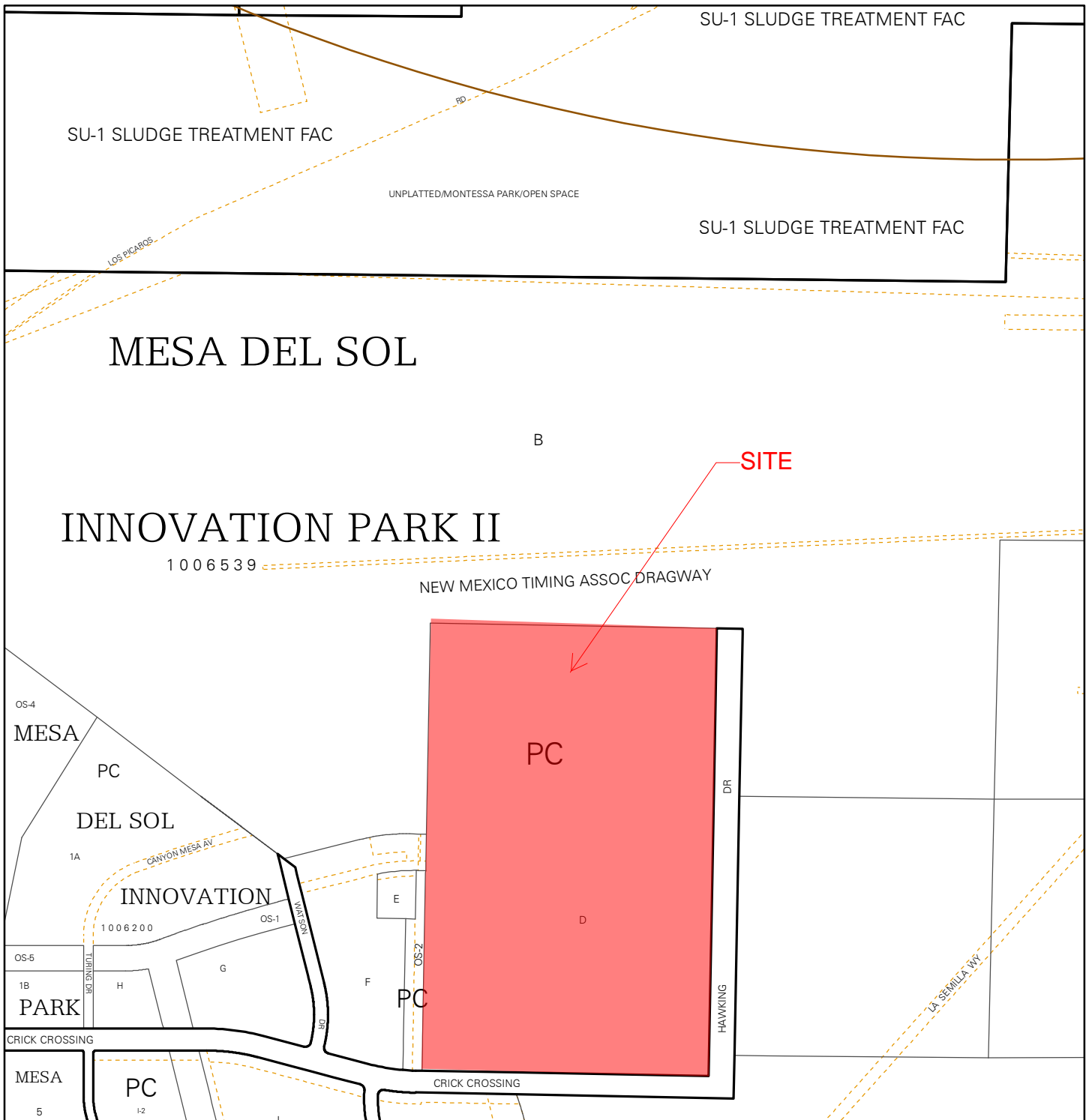
MAXIMUM TIME ALLOWED TO CONSTRUCT
IMPROVEMENTS WITHOUT A DRB EXTENSION

DATE



DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER



For more current information and details visit: <http://www.cabq.gov/gis>

AGIS
Albuquerque Geographic Information System

Note: Grey Shading Represents Area Outside of the City Limits

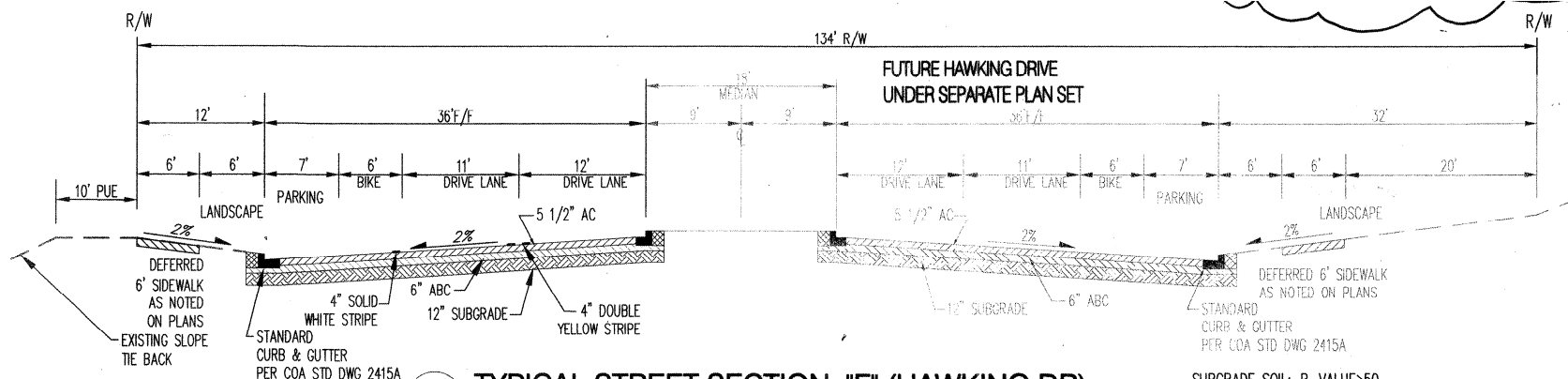
Zone Atlas Page:
Q-16-Z

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,500 Feet

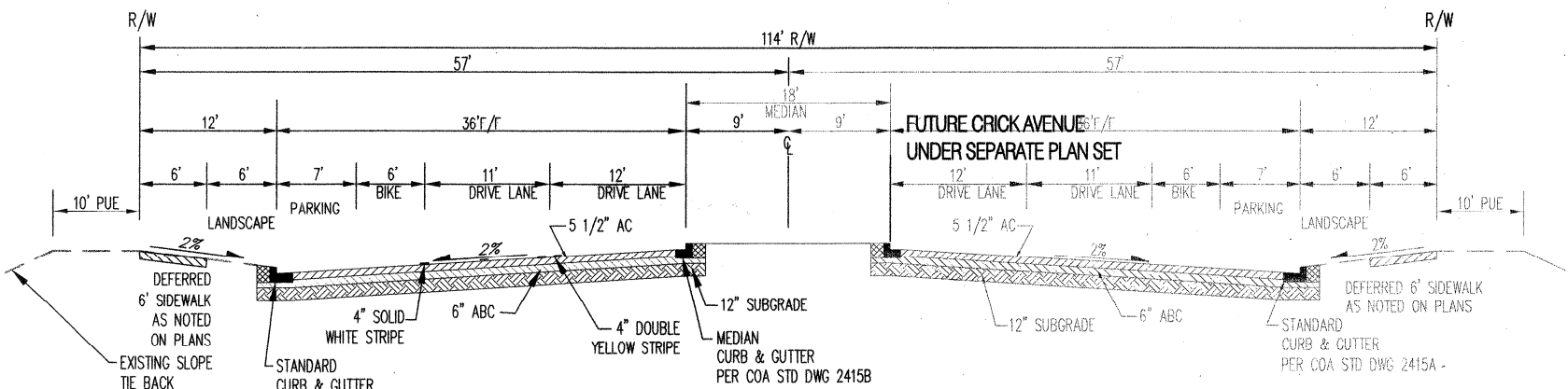
Map amended through: 9/2/2014



F TYPICAL STREET SECTION "F" (HAWKING DR)

N.T.S.
 **SEE TYPICAL PAVEMENT SECTION (NEXT SHEET)

SUBGRADE SOIL: R-VALUE>50.
 PLACED IN 2-6" LIFTS.
 95% MIN. COMPACTION, PER ASTM D-1557
 AT OPT. MOISTURE ±2%.



E TYPICAL STREET SECTION "E" (CRICK AVE)
 PARTIAL BUILD

N.T.S.
 **SEE TYPICAL PAVEMENT SECTION (NEXT SHEET)

SUBGRADE SOIL: R-VALUE>50.
 PLACED IN 2-6" LIFTS.
 95% MIN. COMPACTION, PER ASTM D-1557
 AT OPT. MOISTURE ±2%.