

May 21<sup>st</sup>, 2020

Jolene, Wolfley, DRB Chair  
City of Albuquerque  
Planning Department  
600 2<sup>nd</sup> Street NW  
Albuquerque, NM 87103

Re: Ascension Subdivision – Final Plat Submittal Project # PR-2018-001903,  
Application #VA-2018-00223, SD-2018-00123, SD-018-00124, SD-2019-  
00125)

Dear Ms. Wolfley:

The Infrastructure Improvement Agreements have been recorded and this subdivision is ready for final plat approval. Enclosed for the Development Review Board (DRB) Final Plat review and comment are copies of the following information:

- Application for Development Review and Form S2
- Proposed Final Plat
- Associated Final Plat Fee (TBD)
- Recorded IIA for infrastructure list and sidewalk deferral.
- Subsequent Submittal information to be provided prior to and after recordation
  - DXF file and hard copy of final plat

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents the private, gated residential development. Ascension encompasses approximately 7.76 acres subdivided into 34 lots of varying sizes and a number of Associations maintained parcels. We request that this item be scheduled for the next appropriate DRB hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,



Michael J. Balaskovits, PE  
Vice President  
Community Development and Planning

MJB/jcm  
Enclosures

cc: CK Scott, Gamma Development, LLC

Engineering 

Spatial Data 

Advanced Technologies 



Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

<b>SUBDIVISIONS</b>	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2)	
<input type="checkbox"/> Major – Preliminary Plat (Form P1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input checked="" type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<b>MISCELLANEOUS APPLICATIONS</b>	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Major - Final Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Amendment to Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	<b>PRE-APPLICATIONS</b>
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
	<input type="checkbox"/> Sidewalk Waiver (Form V2)	
<b>SITE PLANS</b>	<input type="checkbox"/> Waiver to IDO (Form V2)	<b>APPEAL</b>
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
<b>BRIEF DESCRIPTION OF REQUEST</b>		
Final plat for 34 lot single family residential subdivision		

<b>APPLICATION INFORMATION</b>		
Applicant: Gamma Development, LLC (CK Scott)		Phone: 505-350-7534
Address: 9798 Coors Blvd. Bldg C Suite 400		Email: ck@abrazohomes.com
City: Albuquerque	State: NM	Zip: 87114
Professional/Agent (if any): Bohannon Huston, Inc. (Mike Balaskovits)		Phone: 505-823-1000
Address: 7500 Jefferson St. NE		Email: mbalaskovits@bhinc.com
City: Albuquerque	State:	Zip: 87109
Proprietary Interest in Site: Under Contract To Purchase		List all owners: Gamma Development, LLC
<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>		
Lot or Tract No.: Tract 3B-3	Block:	Unit:
Subdivision/Addition: Tract 3B-1, 3B-2 & 3B-3, a subdivision of Tract 3B Lands of IHS Acquisition #120 Inc.	MRGCD Map No.:	UPC Code: 101706506403930707
Zone Atlas Page(s): B-17	Existing Zoning: R-2	Proposed Zoning R-T
# of Existing Lots: 1	# of Proposed Lots: 34	Total Area of Site (Acres): 7.76
<b>LOCATION OF PROPERTY BY STREETS</b>		
Site Address/Street: Horizon Blvd	Between: Balloon Museum Dr	and: Alameda Blvd.
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>		
1010693, 15EPC-40070, 17DRB-70297		

Signature:	Date: 5/21/20
Printed Name: Michael Balaskovits, BHI	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

<b>FOR OFFICIAL USE ONLY</b>					
Case Numbers	Action	Fees	Case Numbers	Action	Fees
Meeting Date:				Fee Total:	
Staff Signature:	Date:			Project #	

**FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS**

**Please refer to the DRB minor case schedule for meeting dates and deadlines unless noted differently below. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.**

A Variance – DRB for the Bulk Transfer of Land requires application on Form V in addition to this FORM S2.

**>> INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS**

- Interpreter Needed for Hearing?  if yes, indicate language: \_\_\_\_\_
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled

**SKETCH PLAT REVIEW AND COMMENT**

- Letter describing, explaining, and justifying the request
- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (7 copies, folded)

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (requires published notice, heard on the DRB Major Case Schedule)**

- Letter describing, explaining, and justifying the request
- Copy of recorded IIA
- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL**

- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(I)
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Required notice with content per IDO Section 14-16-6-4(K)(6)
  - Office of Neighborhood Coordination Public Notice Inquiry response
  - Proof of emailed notice to applicable Neighborhood Association representatives
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal (7 copies, folded)
- Sidewalk Exhibit and/or cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use (7 copies, folded)
- Landfill disclosure statement per IDO Section 14-16-5-2(G) if site is within a designated landfill buffer zone
- Proposed Infrastructure List, if applicable
- DXF file and hard copy of final plat data for AGIS submitted and approved

**MINOR AMENDMENT TO PRELIMINARY PLAT OR INFRASTRUCTURE LIST**

- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)

**Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.**

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: </p>	<p>Date: 5/21/2020</p>
<p>Printed Name: MICHAEL BALASKOVITS</p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>
<p><b>FOR OFFICIAL USE ONLY</b></p>	
<p>Case Numbers:</p>	<p>Project Number</p>
<p>Staff Signature:</p>	
<p>Date:</p>	



**Plat for  
Ascension Subdivision  
Being Comprised of  
Tract 3B-3, Land of IHS  
Acquisition No. 120, Inc  
City of Albuquerque  
Bernalillo County, New Mexico  
May 2020**

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND

PAID ON UPC # 101706506403930707

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Indexing Information**

Section 11, Township 11 North, Range 3 East, N.M.P.M.  
as Projected into the Elena Gallegos Grant  
Subdivision: Land of IHS Acquisition No. 120  
Owner: Gamma Development, LLC  
UPC #: 101706506403930707

**Purpose of Plat**

1. SUBDIVIDE AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.
3. VACATE EASEMENTS AS SHOWN HEREON.

**Subdivision Data**

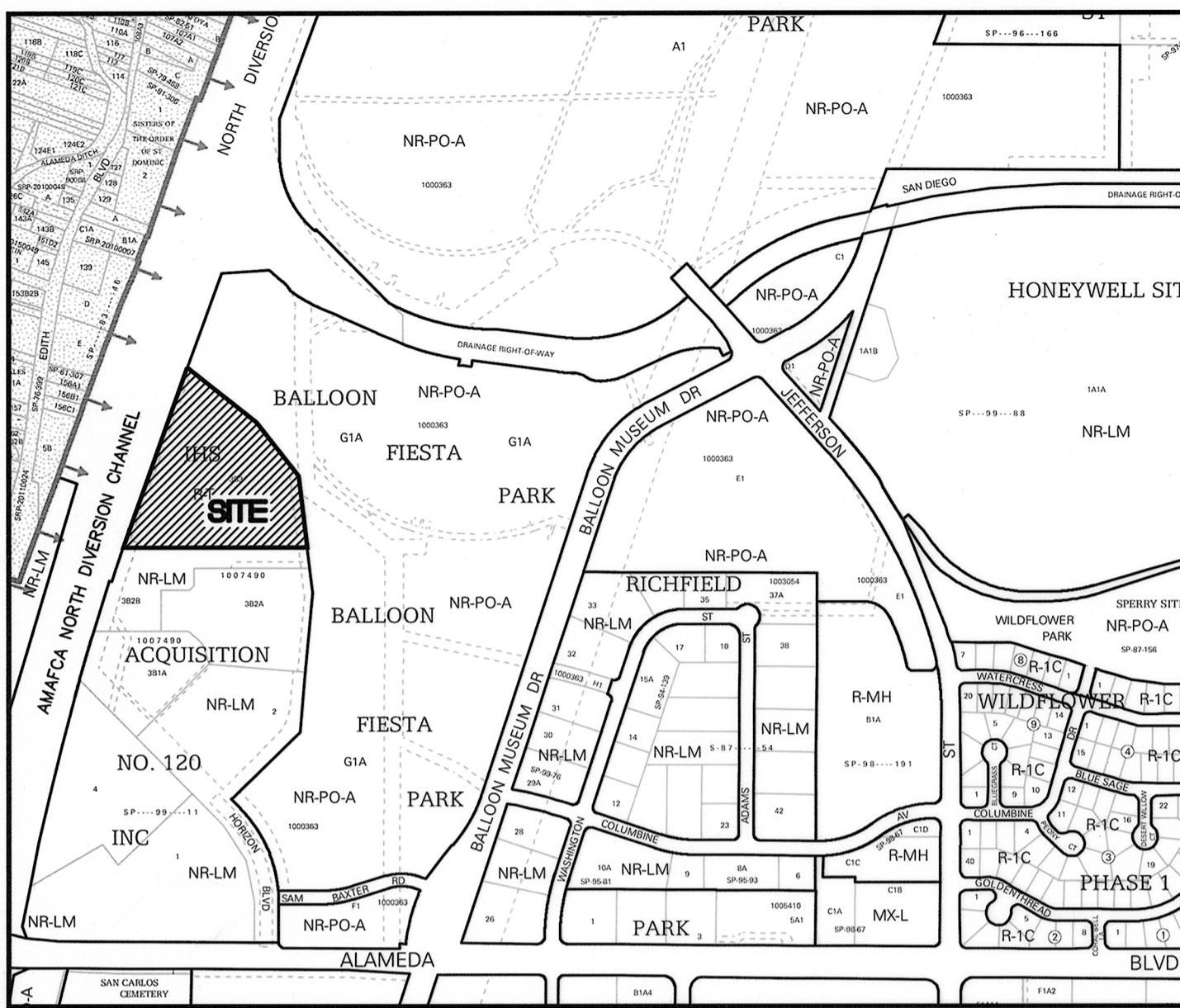
GROSS ACREAGE.....7.7603 ACRES  
ZONE ATLAS PAGE NO.....B-17-Z  
NUMBER OF EXISTING TRACTS.....1  
NUMBER OF LOTS CREATED.....34  
NUMBER OF TRACTS CREATED.....7  
MILES OF FULL-WIDTH PRIVATE STREETS.....0.0323 MILES  
MILES OF HALF-WIDTH STREETS.....0.00 MILES  
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE.....0.00 ACRES  
DATE OF SURVEY.....FEBRUARY 2016

**Notes**

1. FIELD SURVEY PERFORMED IN FEBRUARY 2015.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. ACCESS TO THE SUBJECT PROPERTY IS THROUGH AN ACCESS EASEMENT VARYING IN WIDTH FROM 50 TO 86' ACROSS TRACT 3B-2-B, 3B-1-A, AND 2, LANDS OF IHS ACQUISITION NO. 120, INC., BEING A PAVED ROAD KNOWN AS HORIZON BOULEVARD NE.
5. TRACTS A-G SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. THE SUBJECT PROPERTY IS SUBJECT TO A RECIPROCAL EASEMENT AND OPERATING AGREEMENT FOR TRACTS 1-4, IHS ACQUISITION NO. 120, INC., FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 31, 1998, AS DOCUMENT NO. 1998169125.
7. STORM DRAIN IMPROVEMENTS ARE PRIVATE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SEWER AND WATER ARE PUBLIC, TO BE OWNED AND MAINTAINED BY THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY, STREETS ARE PRIVATE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

**Documents**

1. TITLE COMMITMENT PROVIDED BY STEWART TITLE, HAVING FILE NO. 01147-2641 AND AN EFFECTIVE DATE OF JANUARY 13, 2016.
2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 15, 2010 IN BOOK 2010C, PAGE 46, DOC. NO. 1020031804.
3. CORRECTED PLAT FOR TRACT 1, TRACT 2, TRACT 3 AND TRACT 4, LAND OF IHS ACQUISITION NO. 120, INC., FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 22, 1998, IN BOOK 98C, PAGE 358.
4. PLAT FOR TRACTS 3B-1-A, 3B-2-A AND 3B-2-B, LAND OF IHS ACQUISITION NO. 120, INC., FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 10, 2011, IN BOOK 2011C, PAGE 59.
5. PLAT OF NORTH DIVERSION CHANNEL DRAINAGE RIGHT-OF-WAY, TRACTS A-C, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 9, 1992, IN BOOK 92C, PAGE 111.
6. PLAT OF TRACTS A-1, B-1, C-1, D-1, E-1, F-1, G-1-A, H-1, I-1-A AND I-2-A, BALLOON FIESTA PARK, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 20, 2013, IN BOOK 2013C, PAGE 77.
7. WARRANTY DEED FROM C & S EQUITIES TO GAMMA DEVELOPMENT, LLC FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 29, 2019, AS DOCUMENT NO. 2019034289.



**Vicinity Map - Zone Atlas B-17-Z**

N.T.S.

**Legal Description**

"TRACT 3B-3", TRACTS 3B-1, 3B-2 AND 3B-3, A SUBDIVISION OF TRACT 3B, LAND OF IHS ACQUISITION NO. 120, INC., WITHIN PROJECTED SECTIONS 11 AND 14, T. 11 N., R. 3 E., N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON APRIL 15, 2010 IN BOOK 2010C, PAGE 46, AS DOC. NO. 2010031804.

**Solar Collection Note**

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

**Free Consent & Dedication**

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF DO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITIES EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR BURIED DISTRIBUTION LINES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THEIR RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

*Brian McCarthy*  
BRIAN MCCARTHY, MANAGING MEMBER  
GAMMA DEVELOPMENT, LLC

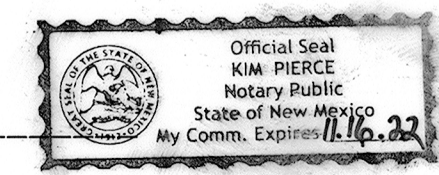
May 21, 2020  
DATE

STATE OF NEW MEXICO }  
COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 21, 2020  
BRIAN MCCARTHY, MANAGING MEMBER, GAMMA DEVELOPMENT, LLC

BY: *Kim Pierce*  
NOTARY PUBLIC

MY COMMISSION EXPIRES Nov. 16, 2022



**Project Number:** \_\_\_\_\_

**Application Number:** \_\_\_\_\_

**Plat Approvals:**

PNM Electric Services

Qwest Corp. d/b/a CenturyLink QC

New Mexico Gas Company

Comcast

**City Approvals:**

*John M. Rinchen* 7-5 5/21/2020  
City Surveyor

Traffic Engineer

ABCWUA

Code Enforcement

Parks and Recreation

AMAFCA

City Engineer

DRB Chairperson, Planning Department

**Surveyor's Certificate**

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Will Plotner* 5/20/2020  
Will Plotner Jr. Date  
N.M.R.P.S. No. 14271



**CSI-CARTESIAN SURVEYS INC.**

P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505) 891-0244  
wplotnerjr@gmail.com



ACS Monument "NM47\_1A"  
 NAD 1983 CENTRAL ZONE  
 X= 1532315.653 \*  
 Y= 1526203.265 \*  
 Z= 5001.977\* (NAVD 1988)  
 G-G= 0.999677990  
 Mapping Angle= -0°12'30.75"  
 \*U.S. Survey Feet

# Plat for Ascension Subdivision Being Comprised of Tract 3B-3, Land of IHS Acquisition No. 120, Inc City of Albuquerque Bernalillo County, New Mexico May 2020

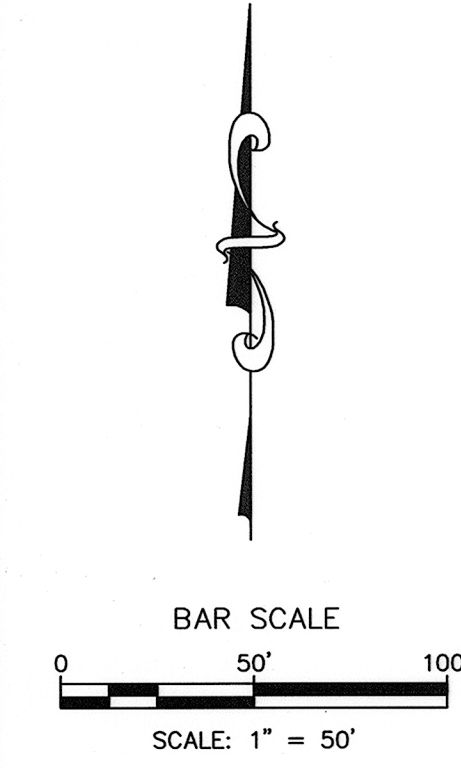
## Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (4/15/2010, 2010C-46)
●	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
▲	SET CENTERLINE MONUMENT "LS 14271" UNLESS OTHERWISE NOTED

## Easement Notes

- 1 EXISTING PRIVATE ACCESS AND DRAINAGE EASEMENT AND P.U.E. BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS 1-4, LANDS OF IHS ACQUISITION NO. 120 AS OUTLINED IN (12/31/1998, DOC. NO. 1998169125) (12/22/1998, 98C-358)
  - 1A ADDITIONAL PRIVATE ACCESS EASEMENT BENEFITING THE OWNERS OF LOTS 1-34, TO BE MAINTAINED BY THE OWNERS OF TRACTS 1-4, LANDS OF IHS ACQUISITION NO. 120 AS REFLECTED ON THE CORRECTED ACCESS EASEMENT AND AGREEMENT (11/21/2019, DOC. NO. 2019099609)
  - 2 EXISTING 25' ABCWUA SAS EASEMENT (4/15/2010, 2010C-46)
  - 3 EXISTING 20' PRIVATE DRAINAGE EASEMENT (4/15/2010, 2010C-46) VACATED WITH THE FILING OF THIS PLAT
  - 4 EXISTING 10' P.U.E. (4/15/2010, 2010C-46)
  - 5 EXISTING 10' PNM EASEMENT (12/22/1998, 98C-358)
  - 6 EXISTING 10' MST&T EASEMENT (6/20/1983, BK. MISC. 24A, PG. 237, DOC. NO. 8340062) PORTION VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS [Symbol]
  - 7 EXISTING 25' ABCWUA WATER AND WATER REUSE EASEMENT (4/15/2010, 2010C-46)
  - 8 EXISTING CITY OF ALBUQUERQUE WATERLINE EASEMENT, WIDTH VARIES (11/25/92, BK. 92-28, PG. 3168-3170, DOC. NO. 92119336)
  - 9 EXISTING 10' PNM EASEMENT (12/22/1998, 98C-358) AND (4/15/2010, 2010C-46)
  - 12 EXISTING BLANKET EASEMENT FOR CABLE TELEVISION (6/7/93, BK. 96-31, PG. 8237)
  - 13 CROSS LOT DRAINAGE EASEMENT BENEFITING TRACTS 3B-3, 3B-1-A, 3B-2-B AND 3B-2-A (4/15/2010, 2010C-46)
  - 23 EXISTING 20' PUBLIC WATER AND SEWER EASEMENT TO ABCWUA (10/25/2019, DOC. NO. 2019091418)
  - 26 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
  - 27 20' PUBLIC WATERLINE EASEMENT GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT
  - 28 35' PRIVATE DRAINAGE EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
  - 30 TRACT 'A' SHALL HAVE A BLANKET PRIVATE DRAINAGE EASEMENT, A BLANKET SUBSURFACE PUBLIC SANITARY SEWER AND WATER EASEMENT GRANTED TO THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY, A BLANKET AMAFCA ACCESS EASEMENT, AND A PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT TO BE GRANTED BY THIS PLAT.
  - 31 TRACTS 'B', 'C', 'D', 'E' AND 'F' SHALL HAVE A PRIVATE BLANKET LANDSCAPE AND PRIVATE PEDESTRIAN ACCESS EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
  - 32 TRACT 'G' SHALL HAVE A PRIVATE BLANKET LANDSCAPE EASEMENT, BLANKET SUBSURFACE PUBLIC SANITARY SEWER AND PUBLIC WATERLINE EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
- EASEMENTS [10], [11], [14] THRU [22], [24], [25] AND [29] INTENTIONALLY OMITTED

ALL PRIVATE EASEMENTS BENEFIT THE OWNERS OF LOTS 1-34, AND ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, UNLESS OTHERWISE NOTED.



Tract 3B-2-B  
 Land of IHS Acquisition No. 120, Inc.  
 (6/10/2011, 2011C-59)  
**CSI-CARTESIAN SURVEYS INC.**  
 P.O. BOX 44414 RIO RANCHO, N.M. 87174  
 Phone (505) 896-3050 Fax (505) 891-0244  
 wplotnerjr@gmail.com

ACS Monument "NDC\_7"  
 NAD 1983 CENTRAL ZONE  
 X= 1534340.591 \*  
 Y= 1522698.249 \*  
 Z= N/A \* (NAVD 1988)  
 G-G= 0.999674466  
 Mapping Angle= -0°12'16.43"



**Plat for  
Ascension Subdivision  
Being Comprised of  
Tract 3B-3, Land of IHS  
Acquisition No. 120, Inc  
City of Albuquerque  
Bernalillo County, New Mexico  
May 2020**

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.1153	5,024
Lot 2	0.1207	5,257
Lot 3	0.1448	6,309
Lot 4	0.1448	6,309
Lot 5	0.1448	6,309
Lot 6	0.1448	6,309
Lot 7	0.1448	6,308
Lot 8	0.1207	5,257
Lot 9	0.1207	5,257
Lot 10	0.1327	5,778
Lot 11	0.1726	7,520
Lot 12	0.1583	6,895
Lot 13	0.1829	7,968
Lot 14	0.1616	7,037
Lot 15	0.1514	6,594
Lot 16	0.1587	6,913
Lot 17	0.1492	6,500
Lot 18	0.1447	6,303
Lot 19	0.1447	6,302
Lot 20	0.1515	6,601
Lot 21	0.2004	8,731
Lot 22	0.1515	6,597
Lot 23	0.1515	6,597
Lot 24	0.1514	6,597
Lot 25	0.1521	6,626
Lot 26	0.1816	7,910
Lot 27	0.1708	7,441
Lot 28	0.1446	6,300
Lot 29	0.1446	6,300
Lot 30	0.1977	8,610
Lot 31	0.1705	7,429
Lot 32	0.1435	6,251
Lot 33	0.1326	5,775
Lot 34	0.1528	6,657
Tract A	1.8685	81,394
Tract B	0.1118	4,870
Tract C	0.0969	4,219
Tract D	0.0571	2,489
Tract E	0.2547	11,095
Tract F	0.1055	4,595

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	325.89' (325.85')	11294.16' (11294.16')	1°39'12"	325.88'	S 19°19'06" W
C2	110.13'	200.00'	31°32'55"	108.74'	N 22°38'38" W
C3	52.78'	150.00'	20°09'34"	52.51'	S 10°06'49" W
C4	113.71'	500.00'	13°01'47"	113.46'	N 44°55'59" W
C5	32.04'	100.00'	18°21'31"	31.90'	S 29°22'22" W
C6	186.35'	150.00'	71°10'55"	174.60'	S 54°26'35" W
C7	194.08'	165.51'	67°11'00"	183.15'	S 52°42'17" W
C8	35.57'	25.00'	81°31'09"	32.64'	N 45°32'12" E
C9	26.89'	25.00'	61°37'13"	25.61'	N 55°29'10" E
C10	8.68'	25.00'	19°53'56"	8.64'	N 14°43'36" E
C11	0.85'	173.50'	0°16'56"	0.85'	S 20°03'08" W
C12	46.68'	173.50'	15°24'58"	46.54'	S 12°29'07" W
C13	45.83'	173.50'	15°08'02"	45.69'	S 12°20'39" W
C14	27.65'	123.50'	12°49'36"	27.59'	S 26°36'24" W
C15	36.86'	25.00'	84°28'05"	33.61'	N 09°12'51" W
C16	46.84'	476.50'	5°37'56"	46.82'	N 48°37'55" W
C17	61.52'	476.50'	7°23'51"	61.48'	N 42°07'01" W
C18	7.16'	176.50'	2°19'26"	7.16'	N 37°15'23" W
C19	26.41'	176.50'	8°34'28"	26.39'	N 11°09'25" W
C20	63.61'	176.50'	20°39'01"	63.27'	N 25°46'09" W
C21	42.28'	25.00'	96°54'13"	37.42'	N 41°34'56" E
C22	155.29'	125.00'	71°10'55"	145.50'	S 54°26'35" W
C23	97.84'	125.00'	44°50'55"	95.37'	S 41°16'35" W
C24	52.00'	125.00'	23°50'07"	51.63'	S 75°37'06" W
C25	5.45'	125.00'	2°29'53"	5.45'	S 88°47'06" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C26	97.19'	176.50'	31°32'55"	95.96'	N 22°38'38" W
C27	108.36'	476.50'	13°01'47"	108.13'	N 44°55'59" W
C28	46.31'	25.00'	106°08'22"	39.97'	S 75°28'56" W
C29	43.43'	25.00'	99°31'55"	38.17'	S 40°12'00" E
C30	23.46'	126.50'	10°37'39"	23.43'	S 14°52'47" W
C31	8.80'	126.50'	3°59'03"	8.79'	S 18°12'04" W
C32	14.67'	126.50'	6°38'36"	14.66'	S 12°53'15" W
C33	123.07'	223.50'	31°32'55"	121.52'	N 22°38'38" W
C34	37.17'	223.50'	9°31'41"	37.12'	N 33°39'15" W
C35	56.34'	223.50'	14°26'33"	56.19'	N 21°40'09" W
C36	29.56'	223.50'	7°34'42"	29.54'	N 10°39'31" W
C37	119.05'	523.50'	13°01'47"	118.79'	N 44°55'59" W
C38	24.86'	523.50'	2°43'14"	24.85'	N 50°05'16" W
C39	58.36'	523.50'	6°23'14"	58.33'	N 45°32'02" W
C40	35.84'	523.50'	3°55'19"	35.83'	N 40°22'45" W
C41	36.26'	25.00'	83°05'47"	33.16'	S 48°25'04" E
C42	43.00'	11294.16'	0°13'05"	43.00'	S 18°36'03" W
C43	142.95'	11294.16'	0°43'31"	142.95'	S 19°04'21" W
C44	85.66'	11294.16'	0°26'04"	85.66'	S 19°39'09" W
C45	54.27'	11294.16'	0°16'31"	54.27'	S 20°00'27" W
C46	2.96'	76.50'	2°13'09"	2.96'	S 21°18'11" W

**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 services.
- C. Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), 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) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC 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.

Line Table		
Line #	Direction	Length (ft)
L1	S 18°51'08" W	28.58'
L2	S 38°25'06" E	43.61'
L3	S 00°02'02" W	31.69'
L4	N 38°33'07" E	34.18'
L5	N 89°57'58" W	35.25'

**CSI-CARTESIAN SURVEYS INC.**  
P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505) 891-0244  
wplotnerjr@gmail.com



**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT is made this (Date) October 15, 2019, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Gamma Development, LLC** ("Developer"), a **New Mexico**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] **Limited Liability Company**, whose address is **9798 Coors Blvd. NW, Albuquerque, NM, 87113** (Zip Code) and whose telephone number is **(505) 350-7534**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital**. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] \_\_\_\_\_  
**Tract 3B-3 of Tracts 3B-1, 3B-2 & 3B-3 a Subdivision of TR 3B Lands of IHS Acquisition No. 120 INC.**, recorded on **April 15, 2010**, in **Book 210, Page 0046**, as Document No. **2010031804**, in the records of the Bernalillo County Clerk, State of New Mexico (the "**Developer's Property**"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:]  
**Gamma Development, LLC** ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as **Ascension Subdivision** describing Developer's Property ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan.

2. **Improvements and Construction Deadline**. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **October 01, 2021** ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **455880**.



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. 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 Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer 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 Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. 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 Developer 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 Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:



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

Note: The Developer 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 Community Sciences Corporation, and construction surveying of the private Improvements shall be performed by Community Sciences Corporation. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer 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 Bohannon-Huston, Inc. and inspection of the private Improvements shall be performed by Bohannon-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 Developer 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 Developer 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 NV 5, and field testing of the private Improvements shall be performed by NV 5 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 Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer 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 Developer shall pay the City a reasonable fee therefore.

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

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

Type of Financial Guaranty: **Subdivision Bond**  
Amount: **\$1,410,219.30**  
Name of Financial Institution or Surety providing Guaranty: **Merchants Bonding Inc.**  
Date City first able to call Guaranty (Construction Completion Deadline): **October 1, 2021**  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **December 1, 2021**  
Additional information: \_\_\_\_\_  
\_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer 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 Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.



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

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

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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

DEVELOPER: Gamma Development, LLC

CITY OF ALBUQUERQUE

By [Signature]: 

Name [Print]: Christopher K. Scott

Title: Director of Acquisitions

Dated: 10/9/19

By: 

Shahab Biazar, P.E., City Engineer

Dated: 10/15/19

DEVELOPER'S NOTARY

STATE OF New Mexico )  
COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on this 9 day of October, 2019, by  
[name of person:] Christopher K. Scott, [title or capacity, for instance, "President" or "Owner":]  
Director of Acquisitions of [Developer:] Gamma Development, LLC.



Denise Baker  
Notary Public

My Commission Expires: August 22, 2020

CITY'S NOTARY

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

This instrument was acknowledged before me on this 15<sup>th</sup> day of October, 2019,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

Charlotte LaBadie  
Notary Public

My Commission Expires: March 15, 2021

(SEAL)



[EXHIBIT A ATTACHED]  
[POWER OF ATTORNEY ATTACHED IF DEVELOPER  
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]



ORIGINAL

Date Submitted February 27, 2019  
 Date Site Plan Approved 2-27-19  
 Date Preliminary Plat Approved  
 Date Preliminary Plat Expires

DRB Project No. PR-2018-001903

Figure 12

INFRASTRUCTURE LIST

EXHIBIT 'A'  
 TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D R B ) REQUIRED INFRASTRUCTURE LIST  
 ASCENSION SUBDIVISION  
 (REPLAT OF TRACT 28-1, LANDS OF IHS ACQUISITION NO. 120, INC.)

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or immediately guaranteed for the above development. This listing is not necessarily a complete listing. During the SVA process and/or in the review of the construction drawings, if the DRC Chair determines that any items are not included in the infrastructure listing, the DRC Chair may include those items in the listing and related items. Likewise, if the DRC Chair determines that any items are not included in 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 applicant are responsible for ensuring that all items are included in the listing and that all items are included in the listing and that all items are included in the listing. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City/Cost Engineer
<b>PRIVATE ROADWAY IMPROVEMENTS</b>									
		53' F.F. TO 30' F.F. (VARIES)	RESIDENTIAL PAVING W/PCC STD CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES, MEDIAN PAVING W/ PCC 13" WIDE STREET LIGHTS	GONDOLA WAY	330' E OF TRACT C ALONG CL	BALLOON GLOW LANE	/	/	/
		28' F.F.	RESIDENTIAL PAVING W/ PCC MOUNTABLE CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	GONDOLA WAY	BALLOON GLOW LANE	DAWN PATROL TRAIL	/	/	/
		23' 5" F.F.	RESIDENTIAL PAVING W/ PCC MOUNTABLE CURB & GUTTER, PCC 4" WIDE SIDEWALK ON SOUTH SIDE*	GONDOLA WAY	DAWN PATROL LANE	EAST STUB TERMINUS LOT 10	/	/	/
		28' F.F.	RESIDENTIAL PAVING W/ PCC MOUNTABLE CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	BALLOON GLOW LANE	GONDOLA WAY	DAWN PATROL TRAIL	/	/	/
		28' F.F.	RESIDENTIAL PAVING W/ PCC MOUNTABLE CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 10/19	GONDOLA WAY	/	/	/
		28' F.F.	RESIDENTIAL PAVING W/ PCC STD CURB & GUTTER, PCC 4" WIDE SIDEWALK ON NORTH-EAST SIDE*	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 10/19	WEST STUB TERMINUS LOT 20	/	/	/
* SIDEWALK TO BE BUILT/DEFERRED IN ACCORDANCE W/APPROVED SIDEWALK EXHIBIT									
<b>PRIVATE STORM DRAIN IMPROVEMENTS</b>									
		24" DIA	RCP W/ MH & INLETS	50' PRIVATE ACCESS EASEMENT	55' SOUTH OF SOUTH BOUNDARY	GONDOLA WAY	/	/	/
		24" DIA	RCP W/ MH & INLETS	GONDOLA WAY	SOUTH BOUNDARY	BALLOON GLOW LANE	/	/	/
		24" DIA	RCP W/ MH & INLETS	BALLOON GLOW LANE	GONDOLA WAY	DAWN PATROL TRAIL	/	/	/
		24" DIA	RCP W/ MH & INLETS	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 20	BALLOON GLOW LANE	/	/	/
		36" DIA	RCP W/ MH & INLETS	PUBLIC STORM DRAIN EASEMENT	DAWN PATROL TRAIL	AMAFCA NORTH DIVERSION CHANNEL	/	/	/
		30" DIA	ENERGY DISSIPATOR	OUTFALL NEAR AMAFCA CHANNEL			/	/	/
		NOTE	ENGINEER CERTIFICATION OF THE GRADING AND DRAINAGE PLAN IS REQUIRED FOR RELEASE OF FINANCIAL GUARANTEES						

SMA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
<b>PUBLIC WATERLINE IMPROVEMENTS</b>									
		8" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS	GONDOLA WAY	BALLOON GLOW LANE	EAST BOUNDARY EX WATERLINE EASEMENT	/	/	/
		6" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS	GONDOLA WAY	BALLOON GLOW LANE	HORIZON BLVD	/	/	/
		8" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS	BALLOON GLOW LANE	GONDOLA WAY	DAWN PATROL TRAIL	/	/	/
		8" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS	DAWN PATROL TRAIL	BALLOON GLOW LANE	GONDOLA WAY	/	/	/
		4" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 20	BALLOON GLOW LANE	/	/	/
		10" DIA	WATERLINE W/NEC VALVES FHS, MJS & RJS *ABCWVA APPROVED EASEMENT REQUIRED	ABCWVA WATERLINE EASEMENT	EX 10' WL ORHSITE	EX 6" WL AT BALLOON FIESTA PARK PROPERTY	/	/	/
		6" DIA (REUSE)	WATERLINE W/NEC VALVES FHS, MJS & RJS	DAWN PATROL TRAIL	TRACT F	GONDOLA WAY	/	/	/
		6" DIA (REUSE)	WATERLINE W/NEC VALVES FHS, MJS & RJS	GONDOLA WAY	EX 25' ABCWVA EASEMENT	TRACT B	/	/	/
<b>PUBLIC SANITARY SEWER IMPROVEMENTS</b>									
		8" DIA	SANITARY SEWER W/NEC MFS & SERVICES	GONDOLA WAY	HORIZON BLVD	WEST STUB TERMINUS LOT 10	/	/	/
		LIFT STATION	TO SERVE LOTS 11-31	DAWN PATROL			/	/	/
		8" DIA	SANITARY SEWER W/NEC MFS & SERVICES	BALLOON GLOW LANE	GONDOLA WAY	DAWN PATROL TRAIL	/	/	/
		8" DIA	SANITARY SEWER W/NEC MFS & SERVICES	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 20	GONDOLA WAY	/	/	/
		3" DIA	SANITARY SEWER FORCE MAIN W/NEC CLEANOUTS	DAWN PATROL TRAIL	WEST STUB TERMINUS LOT 20	BALLOON GLOW LANE	/	/	/
		3" DIA	SANITARY SEWER FORCE MAIN W/NEC CLEANOUTS	BALLOON GLOW LANE	GONDOLA WAY	DAWN PATROL TRAIL	/	/	/



**SIDEWALK DEFERRAL AGREEMENT**

PROJECT NO. **455880**

THIS AGREEMENT is made this (Date) October 15, 2019, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Gamma Development, LLC** ("Developer"), a **New Mexico**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] **Limited Liability Company**, whose address is **9798 Coors Blvd. NW, Albuquerque, NM, 87113** (Zip Code) and whose telephone number is **(505) 350-7534**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Tract 3B-3 of Tracts 3B-1, 3B-2 & 3B-3 a Subdivision of TR 3B Lands of IHS Acquisition No. 120 INC., recorded on April 15, 2010, in Book 210, Page 0046, as Document No. 2010031804, in the records of Bernalillo County Clerk, State of New Mexico ("Developer's Property"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) preliminary plat, to be identified as (state name of plat:) Ascension Subdivision; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Developer's Property until after construction of other required infrastructure; and

WHEREAS, the City requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Infrastructure Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in the event the Developer does not complete the construction as required.

THEREFORE, the City and the Developer agree:

1. A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached **Exhibit "A,"** which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by **October 1, 2021** ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Infrastructure

**Doc# 2019089800**

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AGRE R:\$25.00 Linda Stover, Bernalillo County





an additional period of time, which shall not exceed a total of four years after execution of the Infrastructure Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Infrastructure Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Developer's Property, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Integrated Development Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: **Subdivision Bond**  
Amount: **\$49,083.13**  
Name of Financial Institution or Surety providing Guaranty: **Merchants Bonding Inc.**  
Date City first able to call Guaranty (Construction Completion Deadline): **October 1, 2021**  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **December 1, 2021**  
Additional information: \_\_\_\_\_

3. Notice of Start of Construction. Before construction begins, the Developer's contractor shall obtain all necessary Excavation and Barricading permits.

4. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and this Sidewalk Deferral Agreement.

5. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Deferral Agreement. Conveyance may be by dedication on the final plat of the Developer's Property.

6. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents

agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

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

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

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

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

12. 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.

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

14. 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.

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

16. Form not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

17. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

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

DEVELOPER: Gamma Development, LLC

By [Signature]: 

Name [Print]: Christopher K. Scott

Title: Director of Acquisitions

Dated: 9/20/19

CITY OF ALBUQUERQUE

By: 

Shahab Biazar, P.E., City Engineer

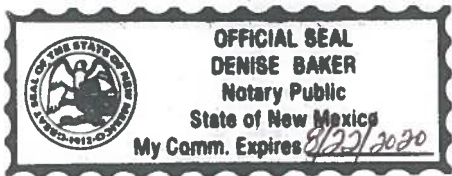
Dated: 10/15/19

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 20 day of September, 2019, by  
[name of person:] Christopher K. Scott, [title or capacity, for instance, "President" or "Owner":]  
Director of Acquisitions of [Developer:] Gamma Development, LLC.

(SEAL)



Denise Baker  
Notary Public

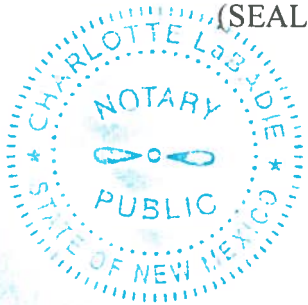
My Commission Expires: August 22, 2020

CITY'S NOTARY

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

This instrument was acknowledged before me on 15<sup>th</sup> day of October, 2019 by  
Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

(SEAL)

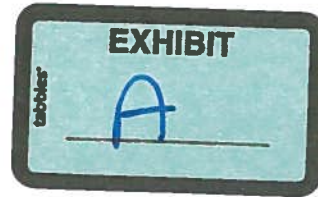


Charlotte LaBadie  
Notary Public

My Commission Expires: March 15, 2021



PLANNING DEPARTMENT  
DEVELOPMENT SERVICES DIVISION  
600 2nd Street NW, Ground Floor, 87102  
P.O. Box 1293, Albuquerque, NM 87103  
Office (505) 924-3946



## OFFICIAL NOTIFICATION OF DECISION

March 1, 2019

Gamma Development  
9798 Coors BLVD Bldg C suite 400  
ABQ NM 87114

### Project# PR-2018-001903

Application#

SD-2018-00123 – PRELIMINARY PLAT

VA-2018-00223 – TEMP DEFERRAL OF  
SIDEWALKS

SD-2018-00125 – VACATION OF PUBLIC  
EASEMENT

SD-2018-00124 – VACATION OF PRIVATE  
EASEMENT

VA-2018-00227 – SIDEWALK WAIVER

### LEGAL DESCRIPTION:

All or a portion of TRACT 3B-3 PLAT OF TRS 3B-1, 3B-2 & 3B-3 A SUBD OF TR 3B LAND OF IHS ACQUISITION NO. 120 INC, zoned R-T, located on HORIZON BLVD. NE between BALLOON MUSEUM DR. NE and ALAMEDA BLVD NE, containing approximately 7.76 acre(s). (B-17)

On February 27, 2019, the Development Review Board (DRB) held a public hearing concerning the above referenced application and approved the requests based on the following Findings:

### Findings: SD-2018-00123 – PRELIMINARY PLAT

1. This a request for a preliminary plat to create 34 residential lots and 7 associated HOA tracts adjacent to the North Diversion Channel and the Balloon Fiesta Park.
2. A Grading + Drainage Plan was approved by Hydrology with an engineer's stamped date 1-21-19
3. The required Infrastructure List was signed and dated by the DRB at the hearing.
4. Per Section 14-16-6-6(J)(2)(c)(1), a Sketch Plat was reviewed by the DRB.

5. The preliminary plat complies with the applicable standards of the IDO and the DPM.

**Conditions:**

1. Per Section 14-16-6-6(J)(2)(f) of the IDO, a Final Plat shall be approved by the DRB within one year of the Preliminary Plat approval.
2. Required easements must be called out on the infrastructure list.

**Findings: VA-2018-00223 – SIDEWALK DEFERRAL**

1. The sidewalk deferral is acceptable provided all City requirements are met.

**Findings: VA-2018-00227 – SIDEWALK WAIVER**

2. This request complies with all applicable standards of the IDO and the DPM.
3. A request for a Variance to sidewalk requirements, shall be approved if it meets all of the applicable criteria in Subsection (a) above and all of the following criteria:
  - a. The area is of low-intensity land use to an extent that the normal installation of sidewalks will not contribute to the public welfare, and the absence of a sidewalk will not create a gap in an existing sidewalk system extended to 1 or more sides of the subject property or area.

*The sidewalks that are waived is on the side sides of the the street without houses, the street deadends and so the lack of sidewalk does not impact pedestrian circulation in the adjacent area.*

- b. The City's right-of-way is insufficient in width to permit the construction of a sidewalk of standard dimension and placement, but there is sufficient right-of-way to meet minimum ADA or PROWAG guidance.

*The variance is based on the surrounding area and character of the roadway. Pedestrian activity in the roadway may not be desirable due to the character of the roadway.*

- c. The adjoining sidewalks are non-standard as to width and/or location, and the Variance would enable the new and existing sidewalks to match in width and/or location, or could create a smooth transition between areas of different width and/or character.

*There are no sidewalks adjacent to the sidewalk that will be waived*

4. The sidewalk waiver is shown in exhibit B Sidewalk Deferral and Waiver

**Findings :SD-2018-00077 – VACATION OF PRIVATE EASEMENT**

1. The applicant proposes to vacate one Private Drainage Easement and Public Roadway Easement, as shown in Exhibit C.
2. The public welfare does not require that the public right-of-way or easement be retained because the flow from the drainage easement will be routed into the private streets containing a public storm drain easement

Official Notice of Decision

Project# PR-2018-001903, SD-2018-00123, VA-2018-00223, SD-2018-00125, SD-2018-00124, VA-2018-00227

March 1, 2019

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**Conditions:**

1. A replat showing the vacated property must be approved by the DRB and recorded within one year of today's approval.

**Findings: SD-2018-00125 – VACATION OF PUBLIC EASEMENT**

1. The applicant proposes to vacate one Private Drainage Easement and Public Roadway Easement, as shown in Exhibit C.
2. The public welfare does not require that the public right-of-way or easement be retained the MST and T Easement will no longer be need because the building that it serves will be demolished ( see exhibit A).

**Conditions:**

2. A replat showing the vacated property must be approved by the DRB and recorded within one year of today's approval.

**APPEAL:** If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **MARCH 14, 2019**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15<sup>th</sup> day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). A Non-Refundable filing fee will be calculated at the Land Development Coordination Counter and is required at the time the appeal is filed.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal period do so at their own risk. Successful applicants are reminded that there may be other City regulations of the IDO that must be complied with, even after approval of the referenced application(s).

Sincerely,



Kym Dicome  
DRB Chair

KD/mg

Bohannon Huston 7500 Jefferson ST. NE ABQ, NM 87109