

FORM S1: SUBDIVISION OF LAND – MAJOR

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

>> INFORMATION REQUIRED FOR ALL MAJOR SUBDIVISION REQUESTS

- Interpreter Needed for Meeting? if yes, indicate language: _____
- A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form P1 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
- Letter of authorization from the property owner if application is submitted by an agent
- Sign Posting Agreement

MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL

MAJOR AMENDMENT TO PRELIMINARY PLAT

- Sites 5 acres or greater: Archeological Certificate in accordance with IDO Section 14-16-6-5(A)
- TIS Traffic Impact Study Form
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(J)
- Proof of Sketch Plat per IDO Section 14-16-6-6(J)(2)(b)
- Required notices with content per IDO Section 14-16-6-4(K)(6)
 - Office of Neighborhood Coordination notice inquiry response
 - Copy of notification letter and proof of first class mailing
 - Proof of emailed notice to affected Neighborhood Association representatives
 - Buffer map and list of property owners within 100 feet (excluding public rights-of-way) provided by Planning Department or created by applicant, copy of notifying letter, and proof of first class mailing
- Preliminary Plat including the Grading Plan with property owner's and City Surveyor's signatures on the plat (7 copies, 24" x 36" 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 on the plat per IDO Section 14-16-5-2(G) if site is within a designated landfill buffer zone
- Proposed Infrastructure List

EXTENSION OF PRELIMINARY PLAT

INFRASTRUCTURE LIST EXTENSION OR AN INFRASTRUCTURE IMPROVEMENTS AGREEMENT (IIA) EXTENSION

For temporary sidewalk deferral extension, use Form V.

- A** Letter describing, explaining, and justifying the request per IDO Sections 14-16-6-4(W) and 14-16-6-6(J)
- B** Copy of the Official DRB Notice of Decision for any prior approvals
- C** Required notices with content per IDO Section 14-16-6-4(K)(6)
 - D** Office of Neighborhood Coordination notice inquiry response
 - E** Copy of notification letter and proof of first class mailing
 - F** Proof of emailed notice to affected Neighborhood Association representatives
 - G** Buffer map and list of property owners within 100 feet (excluding public rights-of-way) provided by Planning Department or created by applicant, copy of notifying letter, and proof of first class mailing
- H** Preliminary Plat or site plan reduced to 8.5" x 11"
- I** Copy of DRB approved infrastructure list

<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, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: </p>	<p>Date: <u>7-28-20</u></p>
<p>Printed Name: <u>Manny Barrera</u></p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>
<p>FOR OFFICIAL USE ONLY</p>	
<p>Case Numbers: <u>SD-2020-00139</u></p>	<p>Project Number: <u>PR-2020-004183</u></p>
<p>Staff Signature: <u>Vanessa A Segura</u></p>	
<p>Date: <u>7/28/20</u></p>	



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

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

APPLICATION INFORMATION		
Applicant: MDS INVESTMENTS		Phone: 505-884-3503
Address: 4020 VASSAR DR NE		Email: KYLE@SC3INTL.COM
City: ALBUQUERQUE	State: NM	Zip: 87107
Professional/Agent (if any): RAVENS WING CONSULTING, LLC		Phone: 505-314-3346
Address: 300 MENAUL BLVD NW SUITE A402		Email: MANNYBARRERA@RAVENSWINGCONSULTING.COM
City: ALBUQUERQUE	State: NM	Zip: 87107
Proprietary Interest in Site:	List all owners: MDS INVESTMENTS, LLC	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: MESA DEL SOL INNOVATIONPARK TRACT 12B	Block:	Unit:
Subdivision/Addition: MESA DEL SOL INNOVATION PARK	MRGCD Map No.:	UPC Code: 10160511233372801
Zone Atlas Page(s): R16	Existing Zoning: PC	Proposed Zoning PC
# of Existing Lots: 1	# of Proposed Lots: 1	Total Area of Site (Acres): 2.93
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 5620 TURING DR SE	Between: EASTMAN CROSSING	and: FRITTS CROSSING
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
DRB - 1006008 CITY WORK ORDER 775477		

Signature:		Date: 7/27/20			
Printed Name: MANNY BARRERA		<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent			
FOR OFFICIAL USE ONLY					
Case Numbers	Action	Fees	Case Numbers	Action	Fees
SD-2020-00139	SK	\$350			
Meeting Date: August 26, 2020			Fee Total: \$350		
Staff Signature: <i>Vanessa A Segura</i>		Date: 7/28/2020	Project # PR-2020-004183		



July 27, 2020

City of Albuquerque – Development Review Board
Attn: Jolene Wolfley
600 2nd St NW
Albuquerque, NM 87102

RE: Request for IIA Extension and assignment and transfer of Financial Guarantee
IIA Extension – Mesa del Sol Innovation Park Tract 12B COA # 775477 – DRB Project # 1006008

Ms. Wolfley,

Please find the attached information as application for an extension of an IIA associated with this property.

The original approval and SIA's associated with this project were separated into two different efforts. The first project was COA Project number 775487 – This project and associated infrastructure was designed to fully support the north half of tract 12 (specifically 2.5 acres in Tract 12A). This project and associated infrastructure was fully constructed and accepted in a timely manner subsequent to the original approvals.

The second project was COA Project number 775477 – this is associated with the future development of Tract 12B – 2.9 acres to the south of tract 12A. This land currently is undeveloped and there are no known plans for a user on this property or functional need for the infrastructure.

This request is to work with the City and DRB to request an extension of the IIA the current infrastructure list associated with this is Financially Guaranteed by the owner of the property.

It is our understanding that the original IIA has expired, and this request is to apply to the City of Albuquerque Development Review Board (DRB) for an IIA Extension.

The property is located at 5620 Turing Drive SE Zone Atlas Page R-16 further described as follows:

UPC: 101605112333720801

Owner: MDS Investments, LLC

Owner Address: 4020 Vassar Dr. NE Albuquerque NM 87107

Legal Description: TR 12-B PLAT OF TRS 12-A & 12-B MESA DEL SOL INNOVATIONPARK (A REPLAT OF TR 12 MESA DEL SOL INNOVATION PARK)

Acres: 2.9223



The proposed action is not intended to support any scheduled development. Any future site development will be proposed at a later date. This request is to specifically ask for an extension of time associated with building infrastructure that will support future unknown development on the subject property.

Feel free to contact me if you have any questions or concerns, I can be reached via email : mannybarrera@ravenswingconsulting.com or via phone – 505-314-3346.

Respectfully,

A handwritten signature in black ink, appearing to read 'Manny Barrera', with a long horizontal flourish extending to the right.

Manny Barrera, PE
Ravens Wing Consulting, LLC



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

February 23, 2011

Project# 1006000

11DRB-70028 MINOR - 2YR SUBD IMP AGMT EXT (2YR SIA)

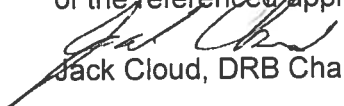
MYERS, OLIVER & PRICE, P.C. agent(s) for MESA DEL SOL, LLC request(s) the above action(s) for all or a portion of Tract(s) 12-B, **MESA DEL SOL INNOVATION PARK I** zoned PC, located on TURNING DR BETWEEN SAGAN AVE AND SOLAR MESA AVE containing approximately 2.9223 acre(s). (R-16)

At the February 23, 2011 Development Review Board meeting, a two year extension of the Subdivision Improvements Agreement was approved.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).


Jack Cloud, DRB Chair

Cc: Myers, Oliver & Price, P.C. – 1401 Central Avenue, NW – Albuquerque, NM 87104

Cc: Mesa Del Sol, LLC – 5700 University West, SE Ste 310 – Albuquerque, NM 87106

Marilyn Maldonado

File



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

February 12, 2014

Project# 1006000

13DRB-70677 MAJOR - 2YEAR SUBDIVISION IMPROVEMENTS AGREEMENT EXTENSION (2YR SIA)

MYERS, OLIVER & PRICE, PC agents for MESA DEL SOL, LLC request the refernced/ above action for Tract 12-B, MESA DEL SOL INNOVATION PARK zoned PC, located on the northeast corner of TURNING DR SE and SAGAN AVE SE containing approximately 2.922 acres. (R-16) [Deferred from 10/9/13, 12/11/14]

At the February 12, 2014 Development Review Board meeting, a two year extension of the Subdivision Improvements Agreement was approved subject to the City Attorney and Design Review Committee coming to a resolution to provide a satisfactory financial guarantee for the agreement.

If you wish to appeal this decision, you must do so by February 27, 2014, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).



Jack Cloud, DRB Chair

Cc: MYERS, OLIVER & PRICE, PC
file

Subject: 5620 Turing Dr SE Public Notice Inquiry
Date: Monday, July 13, 2020 at 9:37:15 AM Mountain Daylight Time
From: Carmona, Dalaina L.
To: mannybarrera@ravenswingconsulting.com
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, 7 b Zone Atlas R16 - 5620 Turing Dr SE.PDF

Dear Applicant,

See list of associations below regarding your Public Notice Inquiry. In addition, we have included web links below that will provide you with additional details about the new Integrated Development Ordinance (IDO) requirements. The web links also include notification templates that you may utilize when contacting each association. Thank you.

Association Name	First Name	Last Name	Email	Address Line 1	City	State
District 6 Coalition of Neighborhood Associations	Dominic	Peralta	4district6@gmail.com	3800 Lead Avenue SE	Albuquerque	NM
District 6 Coalition of Neighborhood Associations	Patricia	Willson	info@willsonstudio.com	505 Dartmouth Drive SE	Albuquerque	NM

IDO – Public Notice Requirements & Template: <https://www.cabq.gov/planning/urban-design-development/public-notice>

IDO – Neighborhood Meeting Requirements & Template: <https://www.cabq.gov/planning/urban-design-development/neighborhood-meeting-requirement-in-the-integrated-development-ordinance>

IDO - Administration & Enforcement section: <http://documents.cabq.gov/planning/IDO/IDO-Effective-2018-05-17-Part6.pdf>

Thanks,



Dalaina L. Carmona

Senior Administrative Assistant
 Office of Neighborhood Coordination
 Council Services Department
 1 Civic Plaza NW, Suite 9087, 9th Floor
 Albuquerque, NM 87102
 505-768-3334
dlcarmona@cabq.gov or ONC@cabq.gov
 Website: www.cabq.gov/neighborhoods



Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

From: webmaster=cabq.gov@mailgun.org [mailto:webmaster=cabq.gov@mailgun.org] **On Behalf Of** webmaster@cabq.gov
Sent: Friday, July 10, 2020 2:18 PM
To: Office of Neighborhood Coordination <mannybarrera@ravenswingconsulting.com>
Cc: Office of Neighborhood Coordination <onc@cabq.gov>
Subject: Public Notice Inquiry Sheet Submission

Public Notice Inquiry For:

Development Review Board

If you selected "Other" in the question above, please describe what you are seeking a Public Notice Inquiry for below:

Contact Name

Manny Barrera

Telephone Number

505-314-3346

Email Address

mannybarrera@ravenswingconsulting.com

Company Name

Ravens Wing Consulting, LLC

Company Address

300 Menaul Blvd NW SUite A402

City

Albuquerque

State

NM

ZIP

87107

Legal description of the subject site for this project:

Owner Address: 4020 Vassar Dr. NE Albuquerque NM 87107

Legal Description: TR 12-B PLAT OF TRS 12-A & 12-B MESA DEL SOL

INNOVATIONPARK (A REPLAT OF TR 12 MESA DEL SOL INNOVATION PARK)

Acres: 2.9223

Physical address of subject site:

5620 Turing Dr SE

Subject site cross streets:

Turing Drive and Sagan Loop

Other subject site identifiers:

Mesa del Sol

This site is located on the following zone atlas page:

R16

=====
This message has been analyzed by Deep Discovery Email Inspector.



July 27, 2020

District 6 Coalition of Neighborhood Associations
Attn: Dominic Peralta
3800 Lead Ave SE
Albuquerque, NM 87108

RE: Neighborhood notification for Scheduled DRB Action
IIA Extension – Mesa del Sol Innovation Park Tract 12B COA # 775477 – DRB Project # 1006008

Dear Mr Peralta,

Please find this letter as a notification of the requested DRB action that is in proximity to your Neighborhood Association.

The property is located at 5620 Turing Drive SE Zone Atlas Page R-16 further described as follows:

UPC: 101605112333720801

Owner: MDS Investments, LLC

Owner Address: 4020 Vassar Dr. NE Albuquerque NM 87107

Legal Description: TR 12-B PLAT OF TRS 12-A & 12-B MESA DEL SOL INNOVATIONPARK (A REPLAT OF TR 12 MESA DEL SOL INNOVATION PARK)

Acres: 2.9223

The proposed action is not intended to support any scheduled development. Any future site development will be proposed at a later date. This request is to specifically ask for an extension of time associated with building infrastructure that will support future unknown development on the subject property.

Please contact me at you earliest convience if you would like to schedule a meeting per the IDO you have 15 days to request a meeting on the proposed action and we would be happy to accommodate.

Feel free to contact me if you have any questions or concerns, I can be reached via email : mannybarrera@ravenswingconsulting.com or via phone – 505-314-3346.

Respectfully,



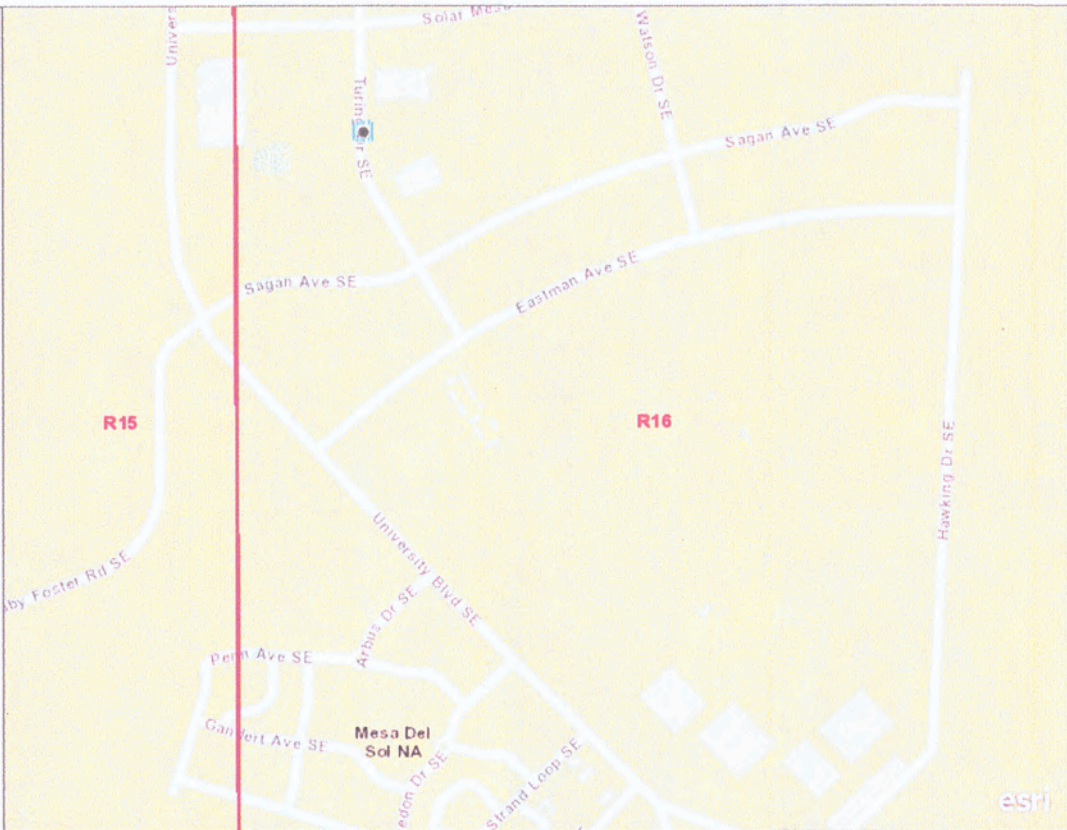
Manny Barrera, PE
Ravens Wing Consulting, LLC

Zone Atlas

zoneatlas

City Limits
□

Zone Atlas Grid
□



City Zone Atlas Pages

600ft

City of Albuquerque, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



July 27, 2020

Molina Healthcare Data Center Inc
5610 Turing Dr. SE
Albuquerque, NM 87106

RE: Neighborhood notification for Scheduled DRB Action
SIA Extension – Mesa del Sol Innovation Park Tract 12B COA # 775477 – DRB Project # 1006008

To Whom it May Concern,

Please find this letter as a notification of the requested DRB action that is in proximity to your Neighborhood Association.

The property is located at 5620 Turing Drive SE Zone Atlas Page R-16 further described as follows:

UPC: 101605112333720801

Owner: MDS Investments, LLC

Owner Address: 4020 Vassar Dr. NE Albuquerque NM 87107

Legal Description: TR 12-B PLAT OF TRS 12-A & 12-B MESA DEL SOL INNOVATIONPARK (A REPLAT OF TR 12 MESA DEL SOL INNOVATION PARK)

Acres: 2.9223

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Respectfully,

Manny Barrera, PE

Ravens Wing Consulting, LLC

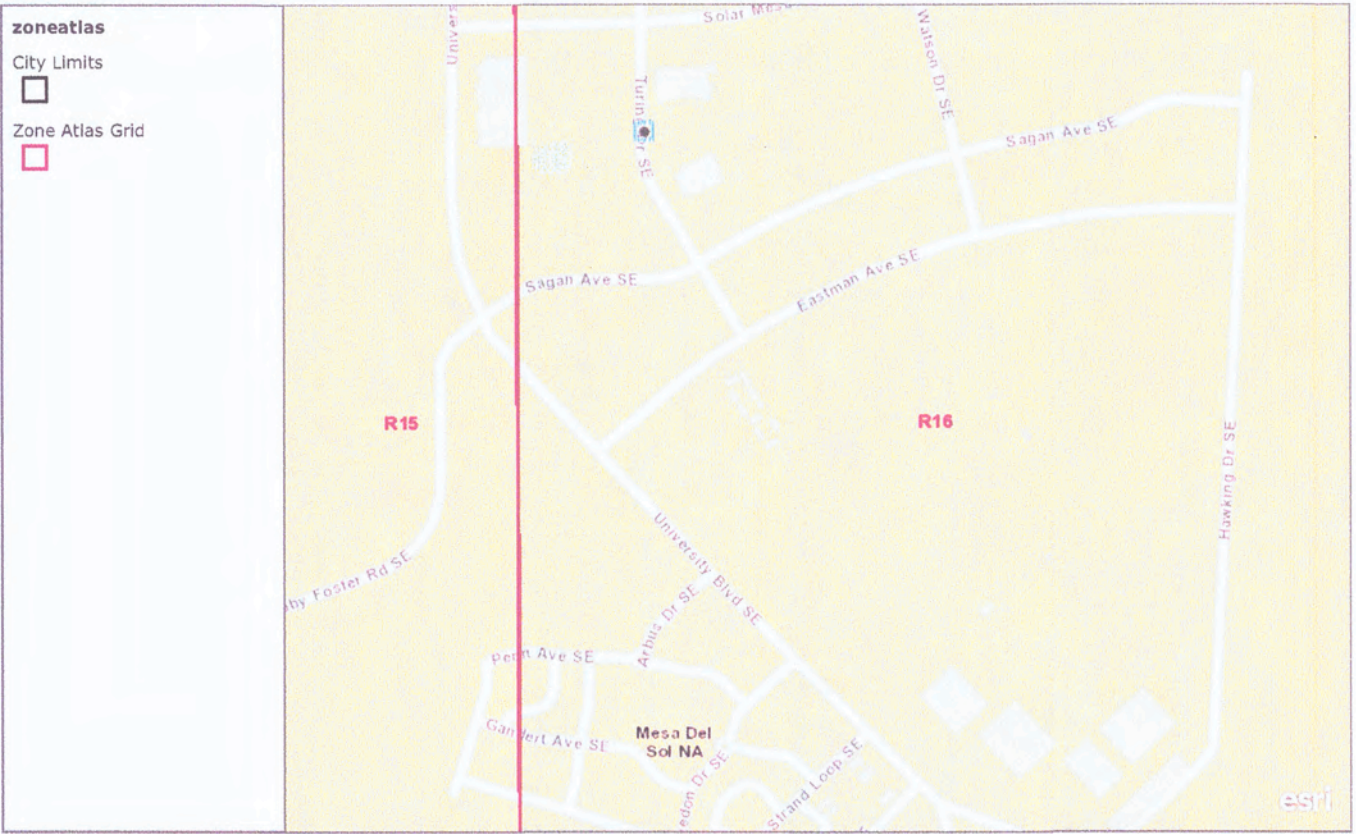
Zone Atlas

zoneatlas

City Limits



Zone Atlas Grid



City Zone Atlas Pages

600ft

City of Albuquerque, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



July 27, 2020

District 6 Coalition of Neighborhood Associations
Attn: Patricia Wilson
505 Dartmouth Drive SE
Albuquerque, NM 87106

RE: Neighborhood notification for Scheduled DRB Action
IIA Extension – Mesa del Sol Innovation Park Tract 12B COA # 775477 – DRB Project # 1006008

Dear Mr Peralta,

Please find this letter as a notification of the requested DRB action that is in proximity to your Neighborhood Association.

The property is located at 5620 Turing Drive SE Zone Atlas Page R-16 further described as follows:

UPC: 101605112333720801

Owner: MDS Investments, LLC

Owner Address: 4020 Vassar Dr. NE Albuquerque NM 87107

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Please contact me at you earliest convience if you would like to schedule a meeting per the IDO you have 15 days to request a meeting on the proposed action and we would be happy to accommodate.

Feel free to contact me if you have any questions or concerns, I can be reached via email :

mannybarrera@ravenswingconsulting.com or via phone – 505-314-3346.

Respectfully,

Manny Barrera, PE

Ravens Wing Consulting, LLC

Zone Atlas



City Zone Atlas Pages

City of Albuquerque, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

7020 0640 0000 7570 0107

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

stamps.com

\$0.00[®]

US POSTAGE

7/27/2020

062S10816850

87107

000005434

\$39189.015



Postage \$

Total Postage and Fees \$

Sent To Martin Healthcare

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0640 0000 7570 0084

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

stamps.com

\$0.00[®]

US POSTAGE

7/28/2020

062S10816850

87107

000005436

\$39189.013



Postage \$

Total Postage and Fees \$

Sent To District 6 Coalition

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Patricia Wilson

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

The UPS Store - #6816
300 Menaul Blvd NW
Suite A
Albuquerque, NM 87107
(505) 242-4225

07/27/20 05:34 PM

We are the one stop for all your shipping, postal and business needs.

We offer all the services you need to keep your business going.



001 008237 (022) TO \$ 6.75
First Class Package
Tracking# 70200640000075700107

002 008237 (022) TO \$ 6.75
First Class Package
Tracking# 70200640000075700084

003 008237 (022) TO \$ 6.75
First Class Package
Tracking# 70200640000075700091

SubTotal \$ 20.25
Total \$ 20.25

ACCOUNT NUMBER * Debit \$ 20.25
*****3011

Verified By PIN
ENTRY METHOD: ChipRead

7020 0640 0000 7570 0091

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postmark Here

Postage \$

Total Postage and Fees \$

Sent To Dominic Peralta

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Subject: Mesa del Sol - IIA Extension Request Tract 12B Innovation Park
Date: Tuesday, July 28, 2020 at 10:04:06 AM Mountain Daylight Time
From: Manny Barrera
To: info@willsonstudio.com
Attachments: Mesa del Sol Neighborhood Notice July 2020 2.pdf, image001.jpg

Greetings,

Please see the attached notice for a proposed DRB action associated with this parcel.

Per the IDO Section 14-16-6-4(k)(6) we are notifying you and extending an offer to meet on this DRB action if requested. Please submit a request for a meeting within 15 days.

Respectfully,

Manny Barrera, PE



Subject: Mesa del Sol - IIA Extension Request Tract 12B Innovation Park
Date: Tuesday, July 28, 2020 at 10:04:10 AM Mountain Daylight Time
From: Manny Barrera
To: 4district6@gmail.com
Attachments: Mesa del Sol Neighborhood Notice July 2020 1.pdf, image001.jpg

Greetings,

Please see the attached notice for a proposed DRB action associated with this parcel.

Per the IDO Section 14-16-6-4(k)(6) we are notifying you and extending an offer to meet on this DRB action if requested. Please submit a request for a meeting within 15 days.

Respectfully,

Manny Barrera, PE



PLAT OF

**TRACTS 12-A & 12-B
MESA DEL SOL
INNOVATION PARK**

(A REPLAT OF TRACT 12, MESA DEL SOL
INNOVATION PARK)

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
JANUARY, 2008



SCALE: 1" = 60'

USE BRASS TABLE STAMPED "1-08"
NAD 83 STATE PLANE COORDINATES (CENTRAL ZONE)
GCS: NAD 83
PROJ: NAD 83
DATUM: NAD 83
SPHEROID: GRS 1980
PRIME MERIDIAN: WESTERLY
METERS
MESA DEL SOL
UTM ALPHA = 40TQVJ37
UTM BETA = 50UJ300
MAD 1985 ELEVATION = 5301.300

ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEG	CHORD END
C1	0°47'21.00"	176.30'	352.44'	4641.37'	352.35'	863.37' 11"E	863.37' 11"E
C2	69°33'46"	202.93'	481.31'	4502.32'	481.05'	562.23' 34"W	562.23' 34"W
C3	69°33'46"	13.87'	21.85'	14.00'	19.71'	806°09'12"W	806°09'12"W
C4	27°53'19"	68.65'	135.62'	355.00'	134.89'	820°25'27"W	820°25'27"W
C5	89°54'28"	2.56'	5.12'	4302.32'	5.12'	529°09'07"E	529°09'07"E

TRACT 11 (60) SITE
MESA DEL SOL
PLAT OF TRACT 12, MESA DEL SOL
INNOVATION PARK
FILED: 03/18/2007
(2007C - 0258)

LEGEND

- SUBURSION BOUNDARY LINE
- NEW LOT LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- - - ADJOINING PROPERTY LINE
- ▲ CITY OF ALBUQUERQUE CONTROL MONUMENT
- #5 REBAR WITH YELLOW PLASTIC SURVEY SURVEY
- CAP STAMPED "GROMATZKY PS 16489"



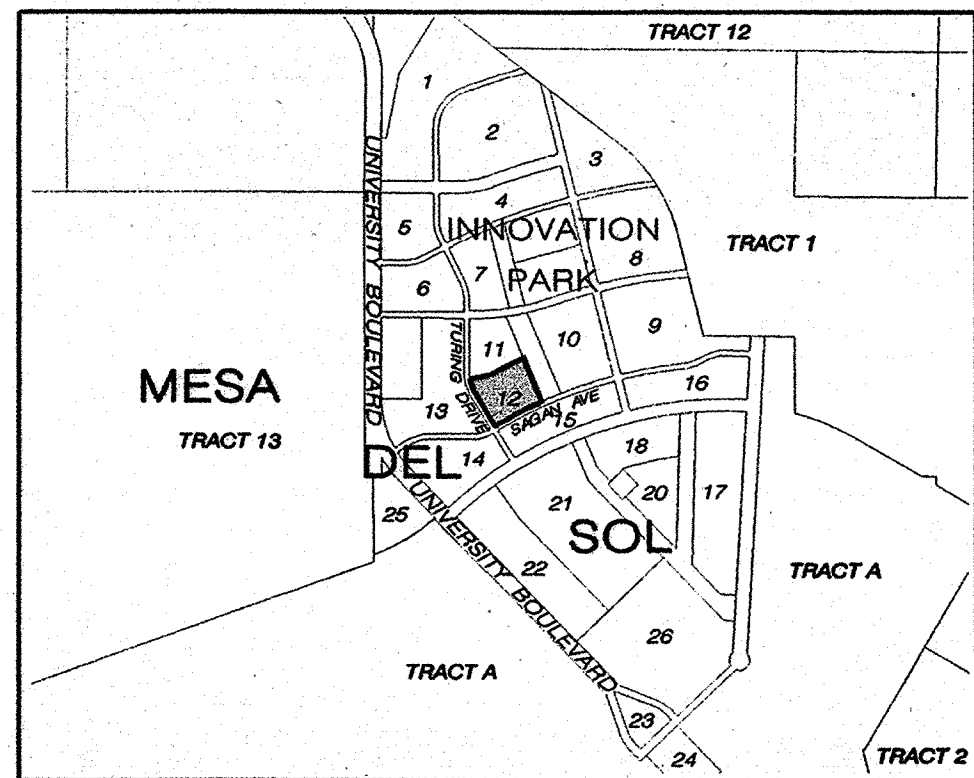
AS BRASS TABLE STAMPED "1-08"
NAD 83 STATE PLANE COORDINATES (CENTRAL ZONE)
GCS: NAD 83
PROJ: NAD 83
DATUM: NAD 83
SPHEROID: GRS 1980
PRIME MERIDIAN: WESTERLY
METERS
MESA DEL SOL
UTM ALPHA = 40TQVJ37
UTM BETA = 50UJ300
MAD 1985 ELEVATION = 5301.300



Bohannon & Huston
 Courtyard | 7600 Jefferson St. NE Albuquerque, NM 87108-4336
 ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

DOOR 2008023129
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF NEW MEXICO
 License No. 16489
 Robert Gromatzky

SP-2007520357



LOCATION MAP
ZONE ATLAS INDEX MAP No. R-16
NOT TO SCALE

SUBDIVISION DATA

1. DRB No.
2. Zone Atlas Index No. R-16.
3. Zoning: PC.
4. Gross Subdivision Acreage: 5.4417 Acres.
5. Total number of tracts Created: Two (2) Tracts.
6. No streets were created.
7. Date of Survey: November, 2007.
8. Plat is located within Section 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico.

DISCLOSURE STATEMENT

The purpose of this Plat is to subdivide Tract 12 of the Plat of Mesa Del Sol Innovation Park, Albuquerque, 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 September 13, 2007 in Book 2007C, page 0259 as Document No. 2007131551 into 2 new tracts.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are for the common joint use of Utility Service Providers (dry utilities only), including but not limited to:

- A. PNM Electric Services for the installation, maintenance and service of underground electrical lines, transformers, and other equipment, fixtures, structures, and related facilities reasonably necessary to provide electrical service.
- B. PNM Gas services for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.
- C. QWEST for the installation, maintenance, and service of all buried communication lines and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to above ground pedestals and closures.
- D. Comcast Cable for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable TV service.
- E. Time Warner for the installation, maintenance, and service of all buried communication lines and other related equipment and facilities and cable and other related equipment and facilities reasonably necessary to provide communication services and cable TV service including but not limited to above ground pedestals and closures.

Included is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain facilities for the purposes described above, together with free access to, from, and over said easements, 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 Electric Safety Code caused by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformers/switchgear, as installed shall extend ten feet (10') in front of transformer/switchgear doors and five feet (5') on each side.

DESCRIPTION

A certain tract of land within Section 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising all of Tract 12 of the Bulk Land Plat for Mesa Del Sol Innovation Park, Albuquerque, 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 September 13, 2007 in Book 2007C, page 259 as Document No. 2007131551.

Tract contains 5.4417 acres, more or less.

NOTES

1. Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1983 and the basis of bearings is the Bulk Land Plat for Mesa Del Sol Innovation Park, Albuquerque, New Mexico, filed on September 13, 2007 in Book 2007C, Page 259 as Document No. 2007131551.
2. Record Bearings and distances are the same as shown on this plat and the same as shown on the Bulk Land Plat for Mesa Del Sol Innovation Park, Albuquerque, New Mexico, filed on September 13, 2007 in Book 2007C, Page 259 as Document No. 2007131551.
3. Basis of Bearings is between City of Albuquerque Control Stations *1-R16 and *3-Q16. Bearing = N12°15'06"E.
4. Distances are ground distances.
5. All easements of record are as shown on the plat of record or made known to me by the owner, utility companies, or other interested parties.
6. All interior tract corners to be monumented by a #5 rebar and yellow plastic survey cap stamped "GROMATZKY PS 16469".
7. Pursuant to section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "No property within the area of requested final action shall at anytime be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed plat. The foregoing requirements shall be a condition to approval of this plat or site development plan for subdivision."

FREE CONSENT AND DEDICATION

The foregoing plat of that certain tract of land situate within Section 22, Township 9 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, being and comprising all of Tract 12 of the Summary Plat for Mesa Del Sol Innovation Park, Albuquerque, 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 September 13, 2007 in Book 2007C, page 259 as document No. 2007131551 now comprising Tracts 12-A and 12-B Mesa Del Sol Innovation Park, Albuquerque, New Mexico is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) hereof. Said owner(s) and/or proprietor(s) do hereby grant: All Access, Utility and Drainage Easements shown hereon including the right to construct, operate, inspect, and maintain facilities therein; and all Public Utility Easements shown hereon for the common and joint use of Gas, Electrical Power, and Communication Services for buried distribution lines, conduits, and pipes for underground utilities where shown or indicated, including the right of ingress and egress for construction and maintenance, and the right to trim interfering trees and shrubs. The City has the right to enter upon the Grantees Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any improvements or Encroachments made by the Grantee, the City will not be financially or otherwise responsible for rebuilding or repairing of improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the improvements or encroachments, the Grantee shall, at its own expense, take whatever protective measures are required to safeguard the improvements or encroachments. Said owner warrants that he holds complete and indefeasible title in fee simple to the land subdivided. Said owner(s) and/or proprietor(s) do hereby consent to all of the foregoing and do hereby certify that this subdivision is their free act and deed.

MESA DEL SOL, LLC, a New Mexico Limited Liability Company
By: FC Covington Manager, LLC, a New Mexico Limited Liability Company, Member By: FC Mesa, Inc., a New Mexico Corporation, Member

BY: Michael D. Daly
Chief Operating Officer

State of New Mexico)
 SS
County of Bernalillo)

This instrument was acknowledged before me on the 4TH day of JANUARY 2008 by Michael D. Daly, Chief Operating Officer of FC Mesa, Inc., a New Mexico Corporation, as Member of FC Covington Manager, LLC, a New Mexico Limited Liability Company, as Member of Mesa Del Sol, LLC, a New Mexico Limited Liability Company.

My Commission Expires: 12/20/09
Notary Public



PLAT OF
**TRACTS 12-A & 12-B
MESA DEL SOL
INNOVATION PARK**

(A REPLAT OF TRACT 12, MESA DEL SOL
INNOVATION PARK)
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
JANUARY, 2008

PROJECT NUMBER 1006050

APPLICATION NUMBER 08-70026

PLAT APPROVAL

UTILITY APPROVALS:	DATE
N/A	
QWEST TELECOMMUNICATIONS	DATE
N/A	
COMCAST CABLE	DATE
N/A	
PNM ELECTRIC SERVICES	DATE
N/A	
PNM GAS SERVICES	DATE
N/A	
TIME WARNER	DATE

CITY APPROVALS:	DATE
[Signature]	1-7-08
CITY SURVEYOR	DATE
[Signature]	2/27/08
TRAFFIC ENGINEERING, TRANSPORTATION DIVISION	DATE
[Signature]	2/27/08
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY	DATE
[Signature]	2/27/08
PARKS & RECREATION DEPARTMENT	DATE
[Signature]	2/27/08
A.M.A.F.C.A.	DATE
[Signature]	2-27-08
CITY ENGINEER	DATE
[Signature]	2-27-08
DRB CHAIRPERSON, PLANNING DEPARTMENT	DATE

TAX CERTIFICATION

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

101605017836820101

PROPERTY OWNER OF RECORD Mesa Del Sol LLC

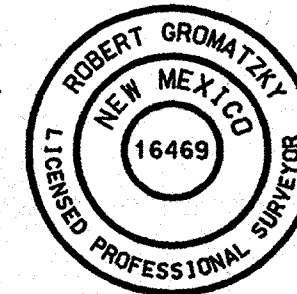
[Signature]
BERNALILLO COUNTY TREASURER'S OFFICE DATE 2/29/08

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 easements as shown on the plat 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.

[Signature]
Robert Gromatzky
New Mexico Professional Surveyor 16469

Date: January 3, 2008



In approving this plat, PNM Electric Services and Gas Services (PNM) did not conduct a Title Search of the properties shown hereon. Consequently, PNM does not waive nor release any easement or easement rights to which it may be entitled.

Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

DOC# 2008023129

02/29/2008 11:02 AM Page: 1 of 2
PLAT R:\$12.00 B: 2008C P: 0038 R: Toulouse, Bernalillo County

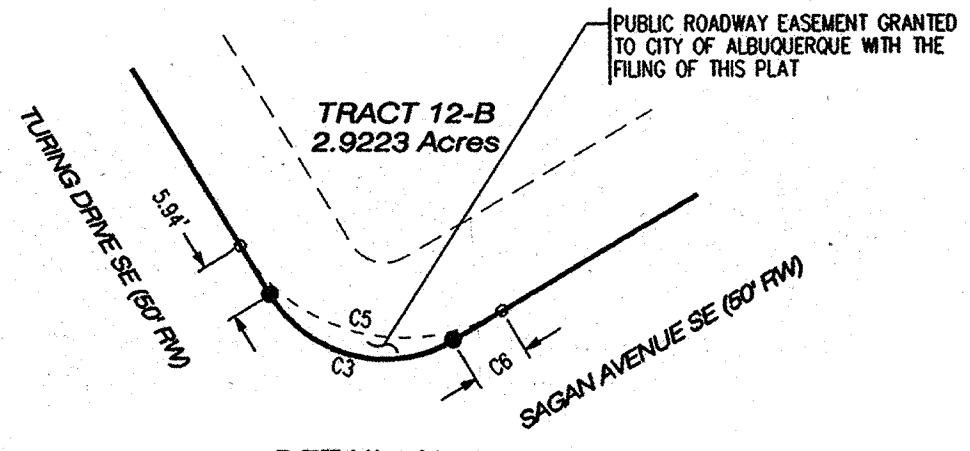
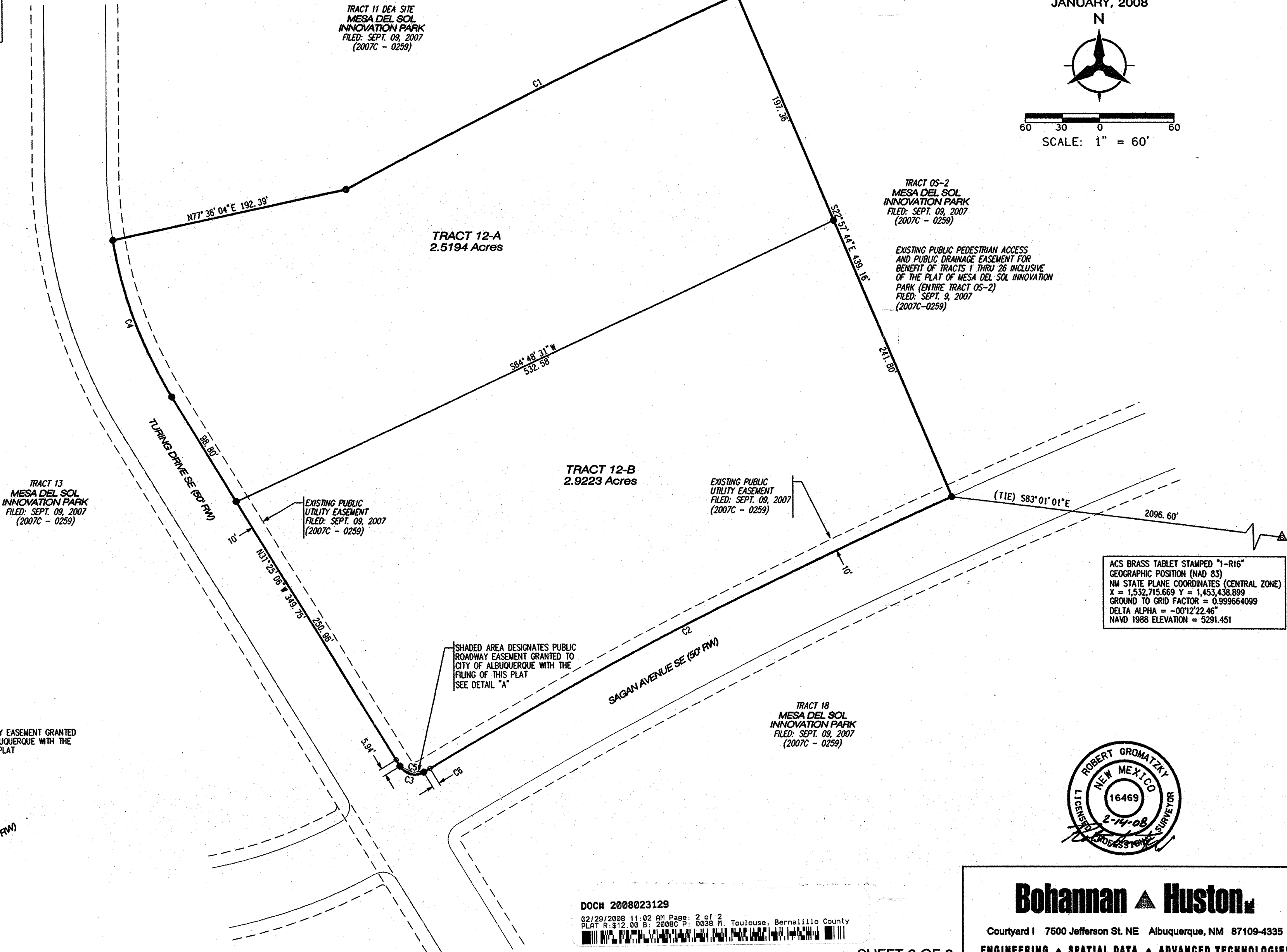
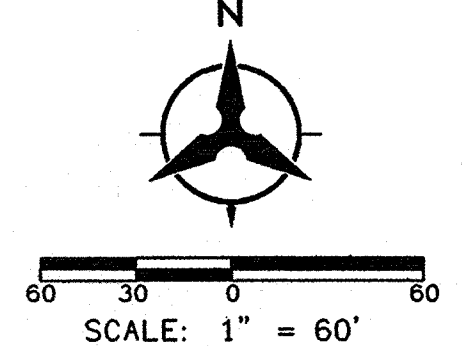
LEGEND

- SUBDIVISION BOUNDARY LINE
- NEW LOT LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- ADJOINING PROPERTY LINE
- ▲ CITY OF ALBUQUERQUE CONTROL MONUMENT
- #5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GROMATZKY PS 16469"

Curve Data						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	04°21'02"	176.30'	352.44'	4641.37'	352.35'	N63°37'41"E
C2	06°33'46"	240.93'	481.34'	4202.32'	481.08'	S62°23'34"W
C3	89°28'12"	13.87'	21.86'	14.00'	19.71'	N76°09'12"W
C4	21°53'19"	68.65'	135.62'	355.00'	134.80'	N20°28'27"W
C5	89°23'22"	19.79'	31.20'	20.00'	28.13'	S76°06'47"E
C6	00°04'50"	2.96'	5.92'	4202.32'	5.92'	S59°09'07"W

ACS BRASS TABLE STAMPED "J-016"
 GEOGRAPHIC POSITION (NAD 83)
 NM STATE PLANE COORDINATES (CENTRAL ZONE)
 X = 1,533,498.782 Y = 1,457,045.094
 GROUND TO GRID FACTOR = 0.999663002
 DELTA ALPHA = -001°21'33"
 NAVD 1988 ELEVATION = 5310.390

PLAT OF
TRACTS 12-A & 12-B
MESA DEL SOL
INNOVATION PARK
 (A REPLAT OF TRACT 12, MESA DEL SOL
 INNOVATION PARK)
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 JANUARY, 2008



DETAIL "A"
 NOT TO SCALE

ACS BRASS TABLE STAMPED "I-R16"
 GEOGRAPHIC POSITION (NAD 83)
 NM STATE PLANE COORDINATES (CENTRAL ZONE)
 X = 1,532,715.659 Y = 1,453,438.899
 GROUND TO GRID FACTOR = 0.999664099
 DELTA ALPHA = -001°22'46"
 NAVD 1988 ELEVATION = 5291.451



DOCR 2008023129
 02/29/2008 11:02 AM Page: 2 of 2
 PLAT R: \$12.00 B: 2008C P: 0038 R: Toulouse, Bernalillo County

Bohannon & Huston
 Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335
 ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

272

No. of Lots: _____
Nearest Major Streets: _____

FIGURE 12

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 30th day of June, 2009, 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 Mesa del Sol, LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] a New Mexico limited liability company, whose address is 5700 University West SE Suite 310, Albuquerque, NM 87106 and whose telephone number is 505-452-2600, 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 12-B Mesa Del Sol, recorded on February 29, 2008 in the records of the Bernalillo County Clerk at Book 2008-C, pages 0038 through (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:] Mesa del Sol, LLC a New Mexico limited liability company ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Tract 12-B Mesa del Sol describing Subdivider's Property.

As a result of the development of the 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 11th day of February, 2010 ("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. 775477.

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 Subdivision Ordinance 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 Development Review Board ("DRB"), unless the DRB grants an extension, not to

Doc# 2009074577

exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance 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. 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, 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. 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 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:

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>3.25% of Actual Construction Cost</u>
<u>Excavation and Sidewalk Ordinance, Street Restoration Fees</u>	<u>as required per City-approved estimate. (Figure 7)</u>

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

4. 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 Brasher Lorenz, 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 Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, 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 therefor.

5. 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following Financial Guaranty:

Type of Financial Guaranty: Subdivision Bond No. K08309176
Amount: \$295,308.77

Name of Financial Institution or Surety providing Guaranty: _____

Date City first able to call Guaranty: February 11, 2010

[Construction Completion Deadline]: February 11, 2010.

If Guaranty other than a Bond, last day City able to call Guaranty is: _____, 20__.

Additional information: _____

6. 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.

7. 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 Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

8. 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.

9. 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 Development Process Manual, 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 Subdivision Ordinance.

(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.

10. 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 defend, indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent 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; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval

of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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:

CITY OF ALBUQUERQUE

MESA DEL SOL, LLC
A New Mexico limited liability company

By: FC Covington Manager, LLC a New Mexico
limited liability company, member



City Engineer


By: Forest City NM, LLC, a New Mexico
limited liability company, Member

Dated: 6-30-09

By: Forest City Commercial Group,
Inc., an Ohio corporation, Sole
Member

LR 6/22/09

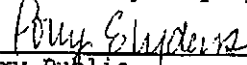
6-29-09

By: 
Its: VICE President
Date: JUNE 15, 2009

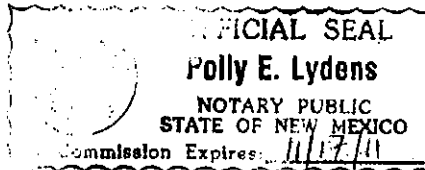
SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 15 day of June, 2009 by [name of person:] Michael Daly, [title or capacity, for instance, "President" or "Owner":] VP of Forest City Commercial Group, Inc., an Ohio corporation, as Sole Member of Forest City NM, LLC, a New Mexico limited liability company, Member of FC Covington Manager, LLC, a New Mexico limited liability company, Member of Mesa del Sol, LLC, New Mexico limited liability company [Subdivider:].


Notary Public

My Commission Expires: Oct 17, 2011



CITY'S NOTARY

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

This instrument was acknowledged before me, on 30th day of June, 2009 by Richard Hauke, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
10-09-12

H:\forestcity\Development\SIA\SIA B - Tract 12-B.doc\6/12/2009 3:24 PM

Figure 12

SEWAGE STRUCTURE LIST

Date Submitted: January 18, 2008
 Date Sub. Plan for E&M Plan Approved: 1-13-08
 Date Sub. Plan for Sub. Approved: 1-13-08
 Date Preliminary Plan Approved: 1-23-09
 Date Preliminary Plan Expires: 1-23-09

EXHIBIT 'A'
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

DRC Project No. 1006302

Tract 19A and 12B
 (West of Sol. Innovation Park)

Followed is a summary of PUBLIC IMPROVEMENTS indicated as required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process another in the review of the construction drawings, if the DRC Chair determines that additional 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 expenditures for non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions must be approved by the DRC Chair. The DRC Chair has the final decision on the listing and related financial guarantee. In such approvals are obtained, these revisions to the listing will be incorporated accordingly. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Contractor's responsibility will be required as a condition of project acceptance and done out by the City.

PUBLIC ROADWAY IMPROVEMENTS

Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Chief Engineer
775482		24" FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, STREET LIGHTS (1/2 STREET IMPROVEMENT - 380 LF APPROX.; 40' F TO 4.1' P.A.I. BUILD OUT)	SOLAR MESA AVE (SOUTH SIDE OF ROW)	EAST TERMINUS OF CITY PROJECT #775481	TURING DR	/	/	/
775483		24" FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, STREET LIGHTS (APPROX 1,200 LF)	TURING DR.	SOLAR MESA AVE	SAGAN AVE	/	/	/
775473		24" FC-EOP	PAVED ROADWAY, STRIPING, CURB AND GUTTER, STREET LIGHTS (APPROX 592 LF)	SAGAN AVE	TURING DR.	WESTERN BOUNDARY OF TRACT 12B	/	/	/

PUBLIC SANITARY SEWER IMPROVEMENTS

775484		12" DIA	SANITARY SEWER LINE AS RECD (APPROX 370 LF)	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #775481	TURING DR	/	/	/
775485		8" DIA	SANITARY SEWER LINE AS RECD (APPROX 982 LF)	TURING DR	SOLAR MESA AVE	APPROX 120' SOUTH OF SOUTHERN PROPERTY LINE OF PROPOSED TRACT 12A	/	/	/

PUBLIC WATERLINE IMPROVEMENTS

775486		12" DIA	WATERLINE W/ REC VALVES FMS 40' & 8' (APPROX 380 LF)	SOLAR MESA AVE	EAST TERMINUS OF CITY PROJECT #775481	TURING DR	/	/	/
775487		8" DIA	WATERLINE W/ REC VALVES FMS, MTS & P.I.S. STUDS QUAS TO PROJECT MAIL SITE (APPROX 1,200)	TURING DR	SOLAR MESA AVE	SAGAN AVE	/	/	/
775488		8" DIA	WATERLINE W/ REC VALVES FMS, MTS & P.I.S. STUDS QUAS TO BUILDING 2 MIC INTRUDER SERV. T.	SAGAN AVE	TURING DR	WESTERN BOUNDARY OF TRACT 12B	/	/	/

RIA Sequence # _____ COA DRIC Project # _____
 Site _____ Type of Improvement _____ Location _____ From _____ To _____
 Private Inspector _____ City Inspector _____ City Credit Engineer _____

PUBLIC/PRIVATE STORM DRAIN IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)
 DRAINAGE IMPROVEMENTS (RETENTION POND FOR SITE, ROAD, AND OFFSITE OUTFALL - APPROX. 22 AC-FT) WITHIN TRACT OS-2
 AND COVENANT (PRIVATELY OWNED AND MAINTAINED)

PRIVATE IMPROVEMENTS (NOT TO BE FINANCIALLY GUARANTEED)

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT/TOWNSHIP: _____
 JEFFREY L. MILBERRY
 PREPARED BY: PRINT NAME _____ DATE 1/23/08
 ROYALTY MASON
 SIGNATURE _____ DATE 1/23/08
 ROYALTY MASON
 DRB CHAIR _____ DATE 1/23/08
 BRADLEY D. BAKER
 SIGNATURE _____ DATE 1/23/08
 BRADLEY D. BAKER
 CITY ENGINEER _____ DATE 1/23/08
 AMARCA
 CITY ENGINEER _____ DATE _____

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT/TOWNSHIP

FINANCIAL GUARANTY AMOUNT

04/24/2009

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

Project ID #: 775477, Tract 12-A & 12-B Mesa Del Sol, Phase/Unit #: 1

Requested By: Mike Balaskovits, PE with B H I

Approved estimate amount:		\$185,257.57
Contingency Amount:	10.00%	\$18,525.76
Subtotal:		\$203,783.33
NMGRT	6.75%	\$13,755.37
Subtotal:		\$217,538.70
Engineering Fee	6.60%	\$14,357.55
Testing Fee	2.00%	\$4,350.77
Subtotal:		\$236,247.02
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$0.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$295,308.77</u>

APPROVAL:

DATE:

Stephen Woodall 5-14-09

Notes: 10% contingency, plans and final eng est have not been approved, Improvements on Sagan from Turning to west boundry of Lot OS-2 (Replated as OS-5)

FIGURE 16

CIRCLE ONE:
SUBDIVISION BOND FOR:
SIA, SW'S, SPCL.AGRMT.

BOND NO. (SURETYS NO.): K08308176
CONTACT PERSON'S NAME: Brian McTaggart 312-381-4587

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we Mesa del Sol, LLC ("SUBDIVIDER") a [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.:] New Mexico limited liability company as "Principal", and Westchester Fire Insurance Company of America NAME OF SURETY), a corporation organized and existing under and by virtue of the laws of the State of NY, and authorized to do business in the State of New Mexico, as "Surety," whose address is 436 Walnut Street, Philadelphia, PA, 19106, and whose telephone number is 312-776-7932, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Two Hundred Ninety-Five Thousand Three Hundred Eight and 77/100 Dollars (WRITTEN AMOUNT) Dollars, \$295,308.77 (AMOUNT OF FIGURES), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner and/or is interest in or is developing land and premises known as Tract 12-B, Mesa del Sol, City Project No. 775477 (Name of Subdivision and City Project No. and

WHEREAS, said Subdivision is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Subdivision Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] public roadway improvements and public waterline improvements ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Mesa del Sol, LLC ("NAME OF SUBDIVIDER") and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. (leave blank), pages _____ through _____, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before Construction Completion Deadline established in Agreement or as amended; February 11, 2010 ("the Construction Completion Deadline"), then this

IN WITNESS WHEREOF, this bond has been executed this 22 day of June, 2009.

SUBDIVIDER:

MESA DEL SOL, LLC, a New Mexico limited liability company,

By: FC Covington Manager, LLC, a New Mexico limited liability company, Member

By: Forest City NM, LLC, a New Mexico limited liability Company

By: Forest City Commercial Group, Inc., an Ohio Corporation, Member

By: [Signature]
Its: [Signature]

Date: June 23, 2009

SURETY: Westchester Fire Insurance Company

By [signature] [Signature]
Name: Linda Ser
Title: Attorney-in-Fact
Dated: 22 June 2009

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

Subscribed and sworn to before me this 23rd day of June, 2009, by Michael D. Daly, SP of Forest City Commercial Group, Inc., an Ohio corporation, Member of Forest City NM, LLC, a New Mexico limited liability company, as Member of FC Covington Manager, LLC, a New Mexico limited liability company, as member of Mesa del Sol, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires:
11-18-2009

*NOTE: Power of Attorney for Surety must be attached.

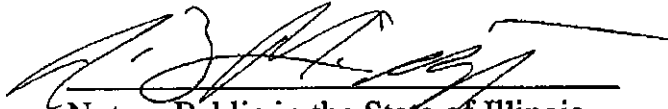
H:\forestcity\Sales\Molina Healthcare\Legal\Subdivision Bond COA.doc\3:10 PM

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 22nd day of June, 2009, before me, J. Brian McTaggart, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of and for Westchester Fire Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")"

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation; which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Christopher P Troha, Craig T Tagliamonte, Geoffrey E Heekin, Joellen M Mendoza, Karen Daniel, Kathleen J Mailes, Linda Iser, Marcia K Cesafsky, Patricia M Doyle, Robert E Duncan, Sandra Martinez, Susan A Welsh, Susan J Preiksa, Thomas J Joslin, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 28 day of April 2009.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 28 day of April, AD. 2009 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires September 26, 2010

Karen E Brandt

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

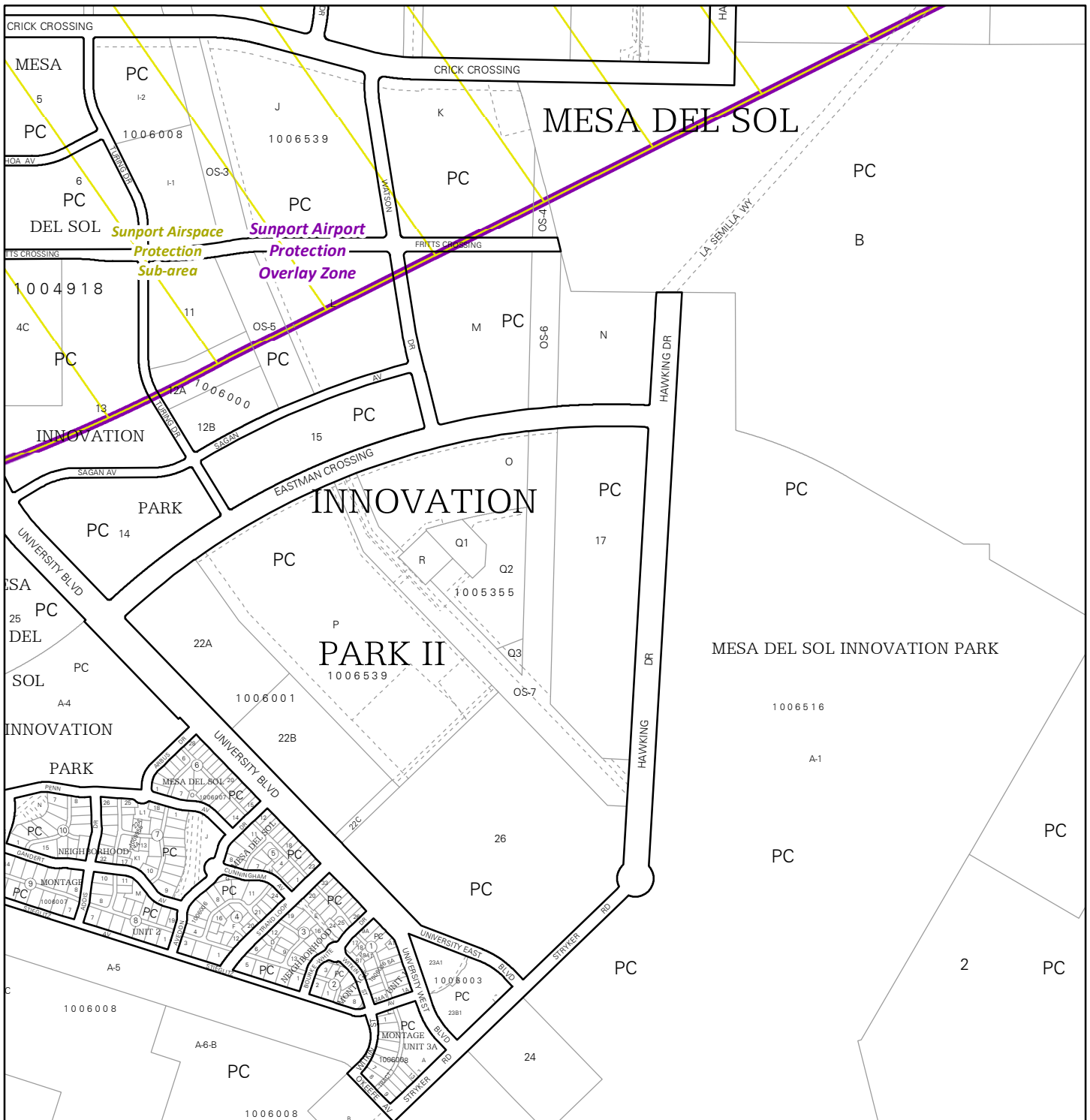
In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22 day of June 2009.



William L Kelly

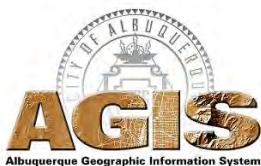
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 28, 2011.

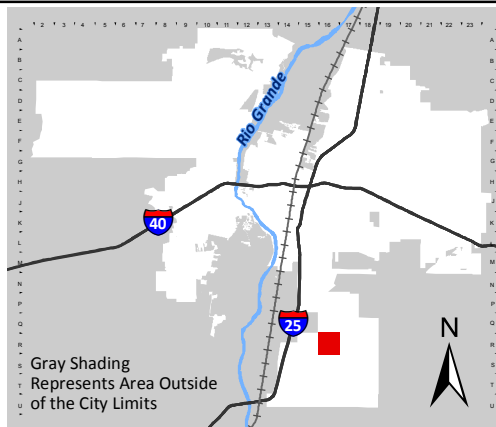


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



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



Zone Atlas Page:
R-16-Z

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

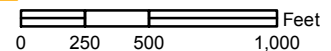




FIGURE 18

1st

EXTENSION AGREEMENT

Procedure "B"

PROJECT NO. 775477

This Agreement made this 18 day of February, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) **MESA DEL SOL, LLC, a New Mexico limited liability company** ("Subdivider"), whose address is 5700 University Blvd. West, SE, Suite 310, Albuquerque, New Mexico, 87106, and whose telephone number is (505)452-2600, is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30th day of June, 2009, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on July 2, 2009, as Document No. 2009074577 ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 11th day of February, 2010; and

WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

- A. For all improvements, the 11th day of February, 2011.
- B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Subdivision Bond No. K08309176
 Amount: \$295,308.77
 Name of Financial Institution or Surety providing Guaranty: Westchester Fire Insurance Company of America
 Date City first able to call Guaranty (Construction Completion Deadline): February 11, 2011
 If Guaranty other than a Bond, last day City able to call Guaranty s:

Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

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DEVELOPER:

MESA DEL SOL, LLC, a New Mexico limited liability company

By: FC Covington Manager, LLC, a New Mexico limited liability company Member

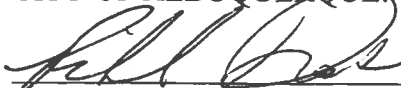
By: Forest City NM, LLC, a New Mexico limited liability company, Member

By: Forest City Commercial Group, Inc., an Ohio corporation, Sole Member

By: 
Michael D. Daly
Vice President

Dated: 2/9/10

CITY OF ALBUQUERQUE:


City Engineer

Dated: 2-18-10

Handwritten: 2/18/10

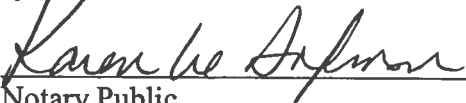
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DEVELOPER'S NOTARY

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 9th day of Feb, 2010, by Michael D. Daly, Vice President of Forest City Commercial Group, Inc., an Ohio corporation, as Sole Member of Forest City NM, LLC, a New Mexico limited liability company, as member of Forest City Covington Manager, LLC, a New Mexico limited liability company, Member of Mesa del Sol, LLC, a New Mexico limited liability company.

My Commission Expires: 11-18-2013


Notary Public

CITY'S NOTARY

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 18th day of February
2010 by Richard Douste, City Engineer, City of Albuquerque, a
municipal corporation, on behalf of said corporation.

My Commission Expires:

10-07-12

Linda G. Evans
Notary Public

