

DEVELOPMENT REVIEW BOARD SUPPLEMENTAL SUBMITTAL

(Deadline is Friday at noon unless noted on DRB calendar – late submittals will not be accepted unless approved by the DRB)

PROJECT NOF	PR-2020-004708	<u> </u>		
Application No	SI-2020-001411			
то:				
Planning Dep	artment/Chair			
Hydrology Transportation ABCWUA Code Enforce Parks & Rec *(Please attach the	ment	h collated set for	each board member)	
NOTE: ELECTRON	IIC VERSION (ie di	sk, thumbdrive) is	Required. Submittal will not b	e accepted without.
DRB SCHEDULED H	HEARING DATE:		HEARING DATE OF DEFERF	RAL:2/10/21
SUBMITTAL DESCRIPTION:				
	sponse letter, rev	rised infrastructu	SDP2.1 sheets and new sheere list, infrastructure improve	
CONTACT NAME:	Drew Seavey,	ASLA		
TELEPHONE: (505)			dpsdesign.org	

Explore Academy

Dear Ms. Wolfley,

This letter outlines the modifications that have been made to the Explore Academy application to amend their site development plan (PR-2020-004708) to address the agency comments that were received.

Planning Department Comments:

1. Includes an Infrastructure List. A recorded Infrastructure Improvements Agreement must be obtained by staff prior to final sign off.

Please see attached infrastructure improvements agreement.

Parks and Recreation Comments:

1. PRD appreciates protection of existing trees. New proposed trees are primarily on the Official Albuquerque Plant Palette except the Frontier Elm and Emerald Sunshine Elm. Property is adjacent to existing multi-purpose trail to the south – there shall be no encroachment during or after construction. The submitted paper easement includes the trail and 2-ft from the trail (as originally commented). The PRD manager of the trail crew commented that PRD typically maintains 5-ft from the trail due to the dimension of the equipment. At the corner of this property, PRD provides maintenance up to the fence-line. PRD is interested in revising the easement for either 5-ft from the trail or to the fence-line depending on which is more acceptable to the Board. PRD is willing take delegation for this update to the easement.

Regarding the hybrid elm species, they are not listed in the Official Albuquerque Plant Palette and Sizing List but are listed in the ABCWUA Xeriscape Plant list. Frontier elm and Emerald Sunshine elm are both listed as medium water use. We have previously used both of these hybrid elms to comply with IDO landscape requirements but will certainly change out these tree species if required by City staff.

The requested modifications to the easement boundaries have been made and easement language is being crafted to address both the City's and AMAFCA's comments regarding access and maintenance. Please see attached easement exhibit.

Hydrology Comments:

1. Comment - An approved Grading and Drainage Plan is required prior to Building Permit.

The design team is aware of this requirement. A grading and drainage plan is underway.

Transportation Development Comments:

1. Place required striping on Gulton Court onto the infrastructure list per approval letter for TIS.

Please see attached revised infrastructure list.

2. Any striping for the bus drop-offs shall be labeled with lane widths shown. Include sign detail for sign shown not to obstruct the pedestrian path to the west of the school; follow MUTCD standards. Also include lane widths for striping and signage for bus drop-offs.

See revised SDP1.1 and SDP1.2.

3. Include signage for bus drop-offs and any parent or employee parking. Sign details shall be included on the detail sheet.

See revised SDP1.1 and SDP1.2.

4. List curb radii within parking lot on east side of school, even if much of this is existing.. Also along the east side, show typical dimensions of parking spaces, doorway entrances, and existing pedestrian path widths.

See revised SDP1.1.

5. Clarify if sidewalk is flush with curb along west side of school. If not, curb ramps need to be identified at this location.

See revised SDP1.1.

6. Dimension landscape medians within parking lot.

See revised SDP1.1.

- 7. Bike Rack detail shall meet IDO standards. Bike rack detail appeared to be missing on detail sheet. See revised SDP1.2.
- 8. Within Gulton Court, show how pedestrian paths tie in with existing sidewalk. Dimension sidewalk and crosswalks within Gulton Court and to the school site. Label existing sidewalk widths and drivepads. Also show property lines at this location.

See new sheet SDP1.3.

9. For the entrance to the site, pinned curb is shown. Provide a detail for this. What is the purpose of this pinned curb? It seems to obstruct traffic.

See new sheet SDP1.3. The pinned curb was originally included to protect the gate equipment. This has been changed to striping and bollards have been added to protect the gate equipment.

10. For one-way aisles, ingress and egress, include "Do Not Enter", "One-way" signs, and directional pavement arrows as necessary. Also clarify when gates are open.

See revised SDP1.1 and SDP1.2.

11. Given the configuration of the accessways, please demonstrate turning template movements for buses as they drive through the site. Call out accessway widths.

Egress to Gulton Ct has been widened to accommodate bus traffic. See new sheet SDP1.3

12. The handicapped spot immediately east of the egress to Gulton Court does not have a safe place to back out. Parking may need to be shifted if there is no place to place a keyway.

See revised SDP1.1. One parking space was deleted and striping was added to provide space for backing out of the accessible parking space in question.

13. Label all pavement arrows on-site.

See revised SDP1.1.

14. Where is the motorcycle parking?

See revised SDP1.1.

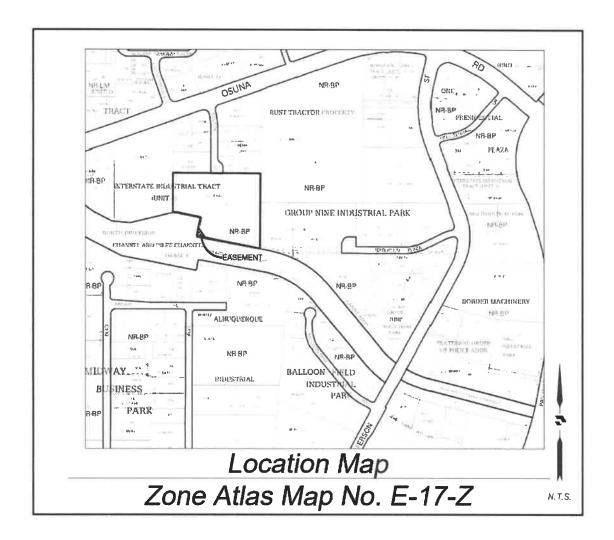
15. Call out handicapped signage and motorcycle parking with keyed notes on the plan.

See revised SDP1.1.

We believe that these modifications to the Site Development Plan have addressed the agency comments received to date. Please contact me if you have any questions or concerns.

Sincerely,

EXHIBIT "A"



Surveyor's Certificate

I, LARRY W. MEDRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS EXHIBIT FOR EASEMENT SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR THIS CLASSIFICATION OF SURVEY AS PER THE MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO AS ADDPTED BY THE N.M. BOARD OF LICENSURE FOR ENGINEERS AND SURVEYORS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Acknowledgment



OFFICIAL SEAL JONETTE M. MEDRANO NOTARY PUBLIC. STATE OF NEW MEXICO

MY COMMISSION EXPIRES 8-19-24

PROFESS IONAL STATE OF NEW MEXICO) SS COUNTY OF BERNALILLO) THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5 DAY OF FEBRUARY 2021 BY LARRY W. MEDRANO, PRESIDENT, PRECISION SURVEYS, INC.

NOTARY PUBLIC

MATTO MUMICA MY COMMISSION EXPIRES: 8-19-24

RECORDING STAMP

PRECISION

FICE LOCATION: 00 San Mateo Boulevi ouquerque, NM 87113

505,856,5700 PHON 505,856,7900 PAK

	ND OIMENSION INFO			PLSS IN	FORMATION			PROJECT INFOR	MATION	INDEXING INFORMATION
NM-C	GRID IGROUND COORDINA		IDARD				CREW/TECH: MT/AL	DATE OF SURVEY 04/20-27/2020	PROPERTY OWNER ARETZ 6600 GULTON LLC	
NAO83 N CONTROL USED ALBUQUEROUE	ERTICAL DATUM: NAVOBB GEODETIC REFERE		POTATION ANGLE: 0° 00' 00.00" BASE POINT N = 0	SECTION 26	TOWNSHIP 11 NORTH	RANGE 3 EAST	MERIDIAN NMPM	DRAWN BY: JK	CHECKED BY:	SUBDIVISION NAME INTERSTATE INDUSTRIAL TRACT, UNIT 2
	» ND: 1.0003269183 RD: 0.9996731885	GROUND BEARING ANNOTATION: GRID	E=0	CITY	ERQUE	COUNTY BERNALILLO	STATE	PSI JDB NO. 204042EX	SHEET NUMBER 1 OF 3	UPC 101706211825520115

EXHIBIT "A"

Legal Description

A EASEMENT LYING AND SITUATE WITHIN THE ELENA GALLEGOS GRANT, PROJECTED SECTION 26, TOWNSHIP 11 NORTH, RANGE 3 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF A PORTION OF LOT 3—C, BLOCK A, UNIT 2, INTERSTATE INDUSTRIAL TRACT, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK BERNALILLO COUNTY ON JUNE 2, 1978, IN MAP BOOK D8, PAGE 141, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD 83—CENTRAL ZONE) AND GROUND DISTANCES (U.S. SURVEY FEET) AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF DESCRIBED EASEMENT, LYING ON THE NORTH RIGHT OF WAY OF THE BEAR ARROYO AMAFCA RIGHT OF WAY, MARKED BY A FOUND ROW MARKER "AMAFCA R/W-PS 10464", FROM WHENCE A TIE A.G.R.S. MONUMENT "NDC_12_1D2" BEARS S 87'39'28" W, A DISTANCE OF 1383.39 FEET;

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID NORTH RIGHT OF WAY LINE,N 11°20'15" E, A DISTANCE OF 96.19 FEET TO THE NORTHERLY MOST CORNER OF DESCRIBED EASEMENT;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 11°20'15" E, A DISTANCE OF 96.19 FEET TO THE SOUTHEAST CORNER OF DESCRIBED EASEMENT, LYING ON SAID NORTH RIGHT OF WAY LINE;

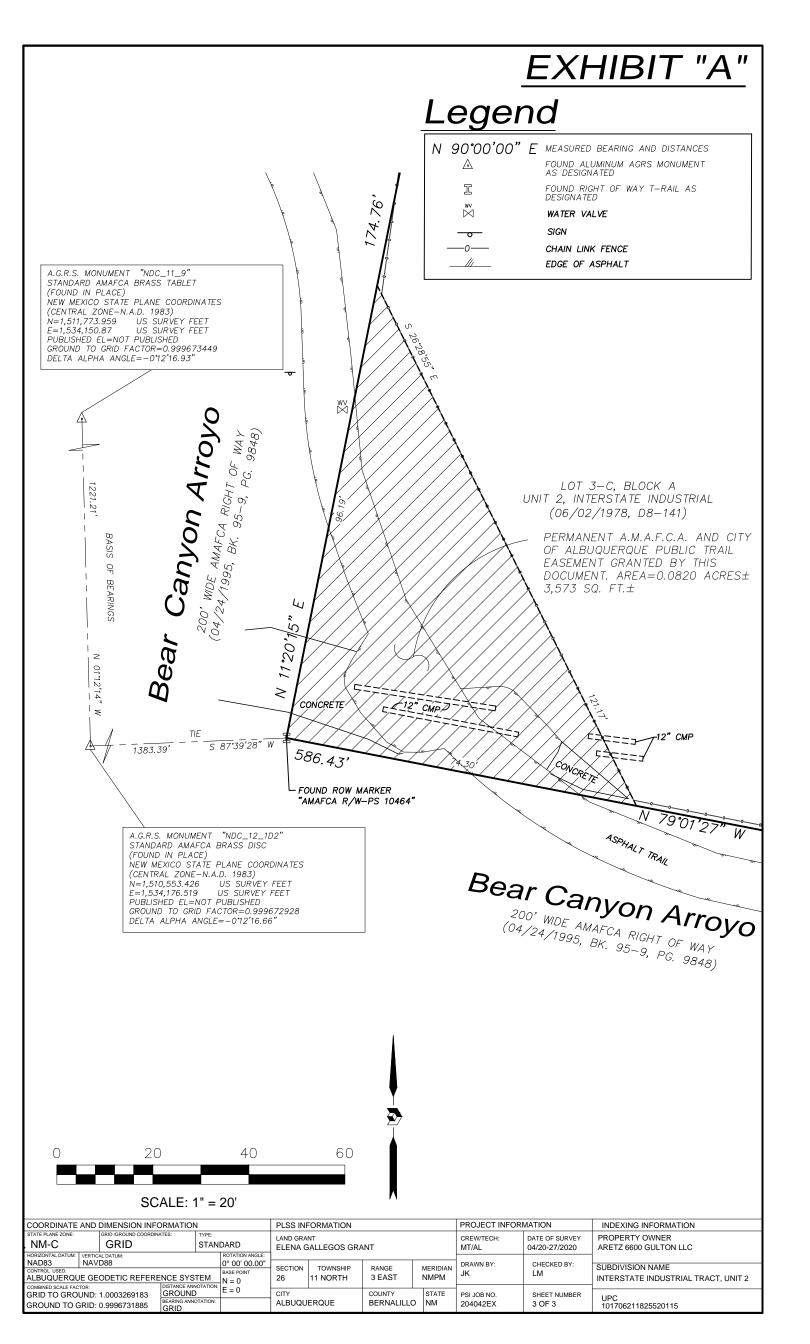
THENCE N 79°01'27" W, A DISTANCE OF 74.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0820 ACRES (3,573 SQUARE FEET), MORE OR LESS.



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

505.856.5700 PHONE 505.856.7900 PAK

COORDINATE AND	DIMENSION INFO	ORMATION		PLSS IN	FORMATION			PROJECT INFOR	MATION	INDEXING INFORMATION
STATE PLANE ZONE: NM-C	GRID /GROUND COORDIN		DARD	LAND GRANT ELENA GALLEGOS GRAN				CREW/TECH: MT/AL	DATE OF SURVEY 04/20-27/2020	PROPERTY OWNER ARETZ 6600 GULTON LLC
	CAL DATUM: /D88 EODETIC REFERE	ENCE SYSTEM	ROTATION ANGLE: 0° 00' 00.00" BASE POINT N = 0	SECTION 26	TOWNSHIP 11 NORTH	RANGE 3 EAST	MERIDIAN NMPM	DRAWN BY: JK	CHECKED BY:	SUBDIVISION NAME INTERSTATE INDUSTRIAL TRACT, UNIT 2
COMBINED SCALE FACTOR: GRID TO GROUND GROUND TO GRID	1.0003269183	DISTANCE ANNOTATION GROUND BEARING ANNOTATION:	E = 0	CITY	ERQUE	COUNTY BERNALILLO	STATE NM	PSI JOB NO. 204042EX	SHEET NUMBER 2 OF 3	UPC 101706211825520115



INFRASTRUCTURE LIST

Current DRC	FIGURE 12	Date Submitted:	1/28/2021
Project Number:		Date Site Plan Approved:	
	<u>INFRASTRUCTURE LIST</u>	Date Preliminary Plat Approved:	
		Date Preliminary Plat Expires:	
	EXHIBIT "A"	DRB Project No.:	PR-2020-004708
	TO SUBDIVISION IMPROVEMENTS AGREEMENT	DRB Application No.:	SI-2020-001411
	DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIS	ST	
	3-C REPLAT LOT 3 INTERSTATE INDUSTRIAL TRACT UNIT II	I	
	PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN		
	3-C REPLAT LOT 3 INTERSTATE INDUSTRIAL TRACT UNIT II	I	
<u> </u>	EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION		

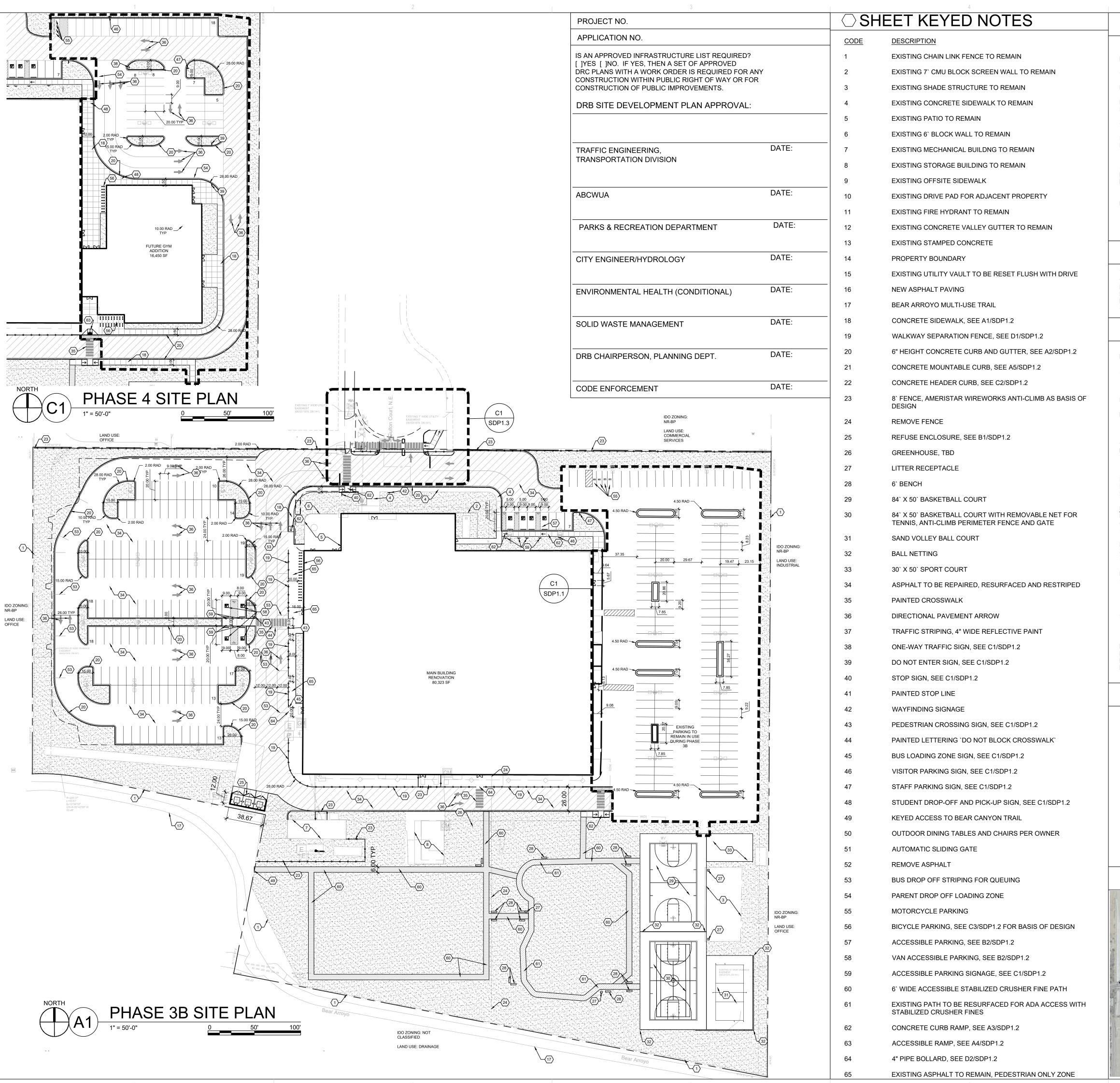
Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	То	Private Inspector	City Inspector	City Cnst Engineer
		STD	WEST-BOUND LEFT TURN LANE LENGTHEN TO 250'	OSUNA RD NE	GULTON CT	250' EAST	/	/	/
		6'	PUBLIC SIDEWALK	GULTON CT NE	NORTH R/W LINE		/	/	/
		14'	EXIT DRIVEWAY	GULTON CT NE	NORTH R/W LINE		/	/	/
		STD	LANE STRIPING AND MARKINGS	GULTON CT NE	SOUTH OF OSUNA		/	/	/
							/	/	/
				-			/	/	/
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PAGE ____ OF ____

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SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	То	Private Inspector	City Inspector	City Cnst Engineer
							/	/	/
								,	,
				NOTES					
			If the site is located in a floodplain, then the final		eleased until the LOMR is	approved by FFMA			
				et Lights per City Requiremer		, арриотов Бу			
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2									
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3									
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	AGENT / OWNER			DEVELOPMENT REVI	EW BOARD MEMBER	APPROVALS			
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	NAME (print)		DRB CHAI	IR - date	PARKS	& GENERAL SERVICE	S - date		
Explore	Academy Fo	<u>undatio</u> n						_	
	FIRM		TRANSPORTATION DI	EVELOPMENT - date		AMAFCA - date			
	2 R							_	
S	SIGNATURE - date		ABCWUA	A - date		date			
MAXIMIM TI	IME ALLOWED TO CO	ONSTRUCT							
	OVEMENTS WITHOU		CITY ENGIN	EER - date		date		_	
EXTENS	SION:								
			DESIGN RE	EVIEW COMMITTEE REVISION	ONS				
	REVISION	DATE	DRC CHAIR	USER DEPART	TMENT	AGEN	NT /OWNER		٦
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PAGE ____ OF ____



GENERAL SHEET NOTES

- A. DIMENSIONS ARE TO FACE OF CURB, OR WALL, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- B. ALL CURBS AND ACCESSIBLE RAMPS WILL BE DESIGNED AND BUILT ACCORDING TO CITY OF ALBUQUERQUE STANDARDS.
- C. STREETS, PARKING SPACES AND ASSOCIATED DRIVES TO BE ASPHALT UNLESS OTHERWISE NOTED.
- OTHERWISE NOTED.

 D. SITE PLAN SHALL COMPLY WITH LOCAL, FEDERAL ADA STANDARDS AND
- GUIDELINES.
- E. STANDARD PARKING SPACES 9'-0" X 20'-0"

 E. ACCESSIBLE PARKING SPACES 9'-0 X 20'-0" ACCESSIBLE PARKING SPACES 9'-0 X 20'-0" ACCESSIBLE PARKING SPACES 9'-0 X 20'-0"
- F. ACCESSIBLE PARKING SPACES 9'-0 X 20'-0". ACCESSIBLE PARKING TO COMPLY WITH IBC-2009 SECTION 1106.6.
- G. FIRE ACCESS LANES SHALL BE MARKED FIRE LANE ON ONE SIDE FOR ROADWAYS 26' TO 32' WIDE.
- H. FDC SHALL BE WITHIN 100 FEET OF A HYDRANT.
 I. 26' WIDE FIRE ACCESS LANES SHALL BE 3" ASPHALT OVER 4" COMPACTED BASE COURSE ENGINEERED TO SUPPORT THE LOAD OF FIRE APPARATUS WEIGHING 75,000 POUNDS.
- J. SLOPES WILL NOT EXCEED 10% IN GRADE FOR FIRE ACCESS ROADS.
- K. SITE PLAN TO COMPLY WITH THE 2015 IFC APPENDICES B, C, AND D.
 L. NEW SITE LIGHTING WILL BE PROVIDED ON THE PROPERTY. SITE LIGHTING PLAN ILLUSTRATES THE MAXIMUM NUMBER OF NEW AREA LIGHTS THAT MAY BE
- REQUIRED BY THE OWNER FOR THE USE.

 M. VEHICULAR GATES AT GULTON CT WILL BE OPEN DURING BUSINESS HOURS.

PROJECT DESCRIPTION

THE SCOPE OF THIS PROJECT IS A RENOVATION OF AN EXISTING BUILDING FOR A COMBINED MIDDLE SCHOOL AND HIGH SCHOOL. THE ONLY NEW STRUCTURE PROPOSED IS A FUTURE GYM ADDITION. SITE IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO ALTERATIONS TO THE EXISTING PARKING LOT, WIDENING OF THE MAIN VEHICULAR ENTRANCE, SITE LIGHTING, LANDSCAPE, IRRIGATION AND OUTDOOR RECREATION FACILITIES.

PROJECT DATA

SITE ADDRESS: 6600 GULTON CT NE, ALBUQUERQUE, NM 87109

LEGAL DESCRIPTION: *3-C A REPLAT LOT 3 INTERSTATE INDUSTRIAL TRACT UNIT II

ZONE ATLAS NUMBER: E17

SITE AREA: 10 ACRES

EXISTING ZONING: NR-BP

BUILDING AREA RENOVATION: 80,142 SF FUTURE GYM EXPANSION: 16,450 SF

TOTAL: 96,592 SF CONSTRUCTION TYPE: IIB BUILDING HEIGHT

RENOVATION: 20'-5"
FUTURE GYM EXPANSION: 32'-0"
SPRINKLED: YES
FIRE FLOW: 3,000 GPM

FLOW DURATION: 4HR HYDRANTS REQUIRED: 3

PARKING CALCULATION

PHASE 3 REQUIRED PARKING SPACES BASED ON CLASSROOM COUNT: 150
(2 X 30 MIDDLE SCHOOL CLASSROOMS = 60) + (3 X 30 HIGH SCHOOL CLASSROOMS = 90)
= 150

PHASE 4 REQUIRED PARKING SPACES BASED ON CLASSROOM COUNT: 157
(2 X 32 MIDDLE SCHOOL CLASSROOMS = 64) + (3 X 31 HIGH SCHOOL CLASSROOMS = 93)
= 157

PHASE 4 REQUIRED NUMBER OF PARKING SPACES BASED ON AUDITORIUM SEATS: 188*
1 PARKING SPACE PER 4 SEATS
750 PROPOSED AUDITORIUM SEATS = 188*

*GREATER NUMBER OF THE TWO CALCULATION METHODS WILL BE USED

TOTAL PARKING SPACES PROVIDED PHASE 3B: 290 PHASE 4: 198

MOTORCYCLE PARKING REQUIRED: 4 MOTORCYCLE PARKING PROVIDED: 4 BICYCLE PARKING REQUIRED: 89 BICYCLE PARKING PROVIDED: 100

LEGEND

PROPERTY LINE



HEAVY DUTY ASPHALT FOR FIRE ACCESS



LANDSCAPE AREA, SEE PLANTING PLAN

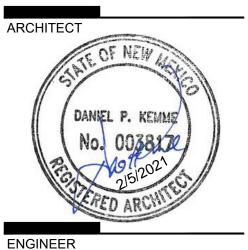
SITE LIGHTING, SEE SITE LIGHTING PLAN





DEKKER PERICH SABATINI

ARCHITECTURE DESIGN INSPIRATION



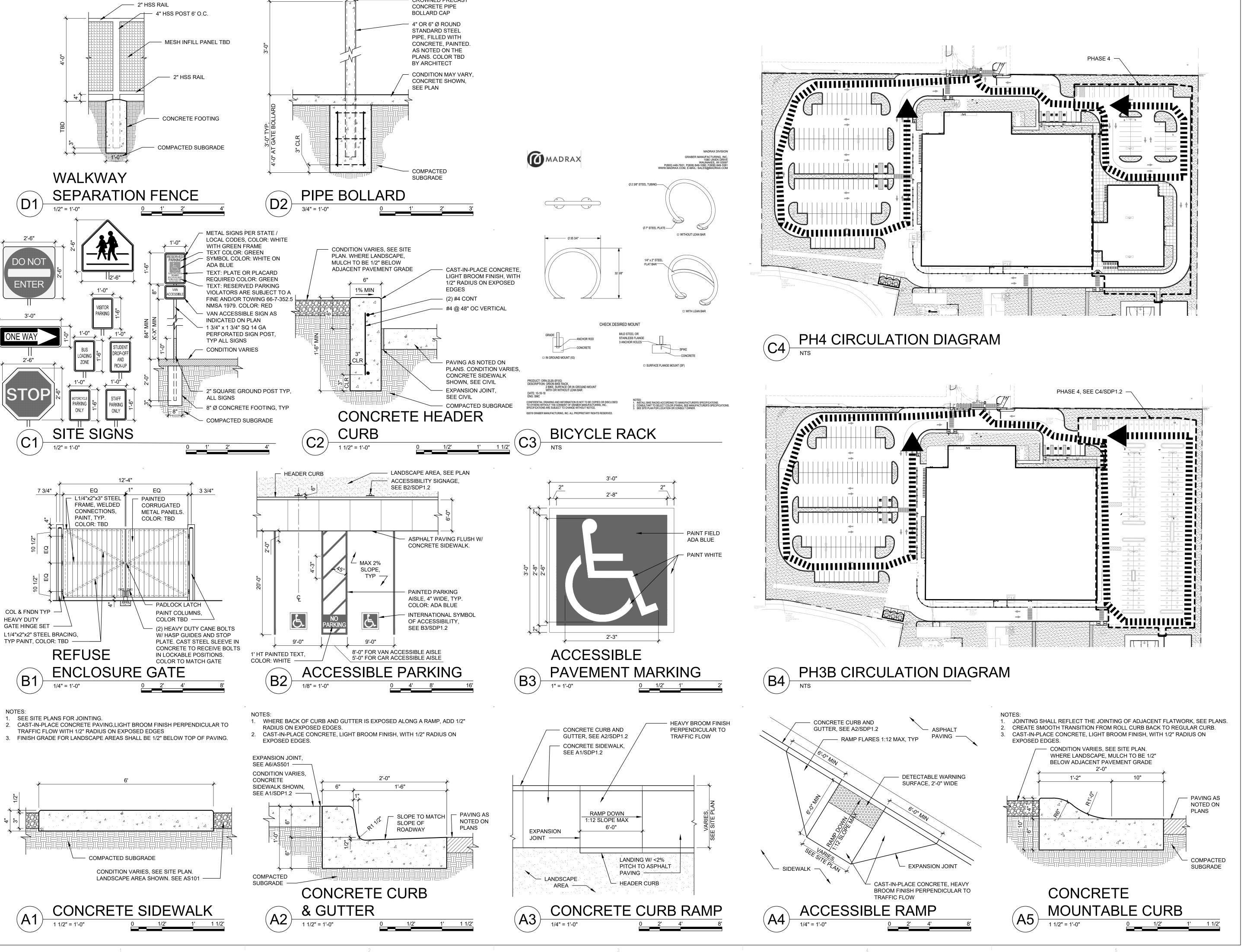
PROJECT

EXPLORE ACADEMY LTON TENANT IMPROVEMEN PHASES 3B AND 4

DRAWN BY
DS
REVIEWED BY
MB
DATE
2/5/21
PROJECT NO. 19-0099.003
DRAWING NAME

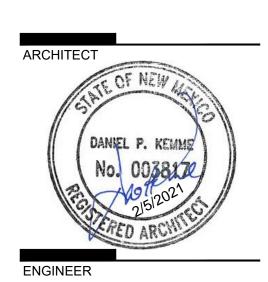
SITE PLAN

SHEET NO.



DEKKER PERICH SABATINI

ARCHITECTURE DESIGN INSPIRATION



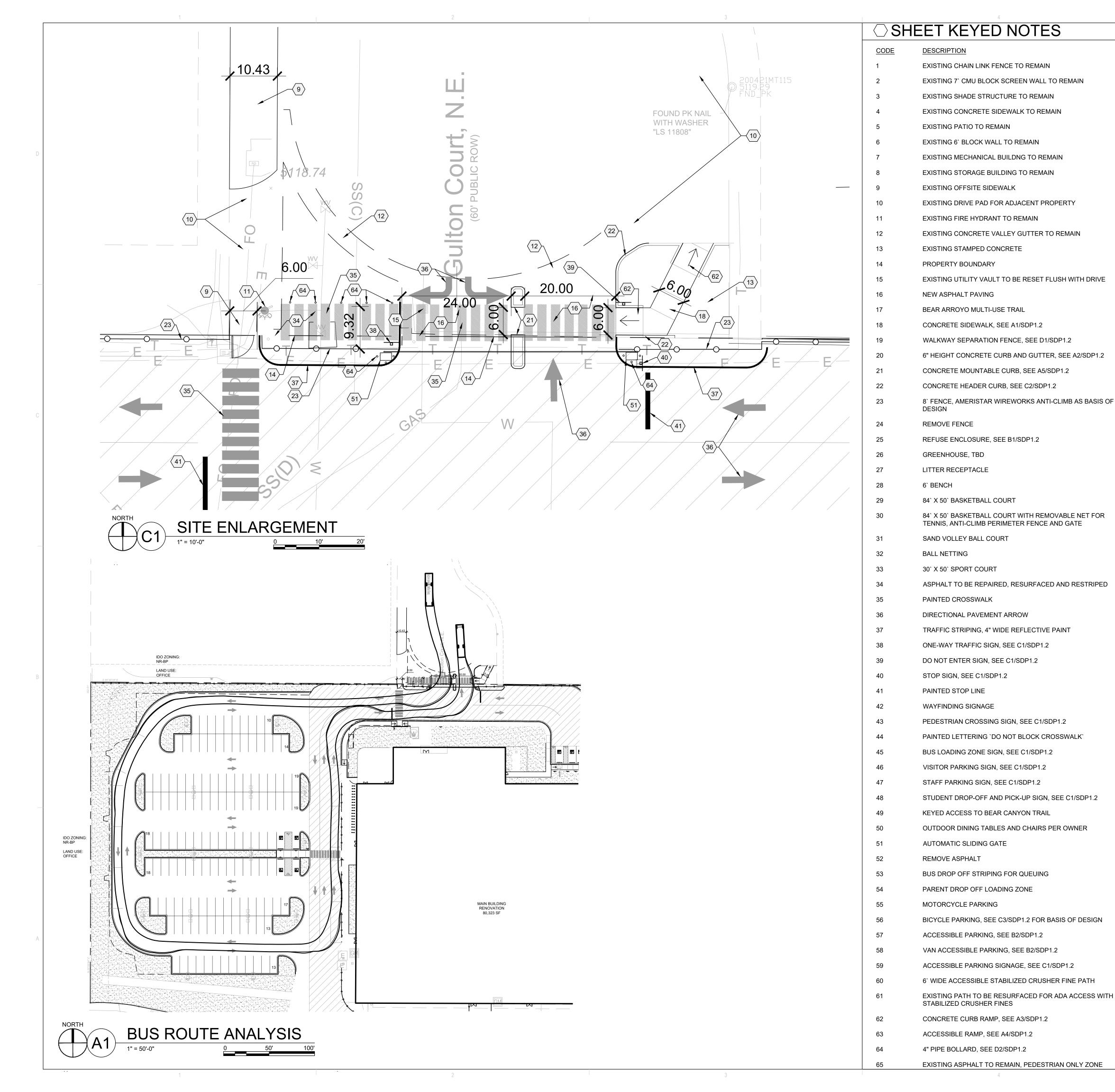
DDO IECT

EXPLORE ACADEMY
ULTON TENANT IMPROVEMEN
PHASES 3B AND 4
6600 GULTON COURT NE

DRAWN BY BG
REVIEWED BY MB
DATE 2/5/21
PROJECT NO. 19-0099.003
DRAWING NAME

SITE DETAILS

SDP1.2



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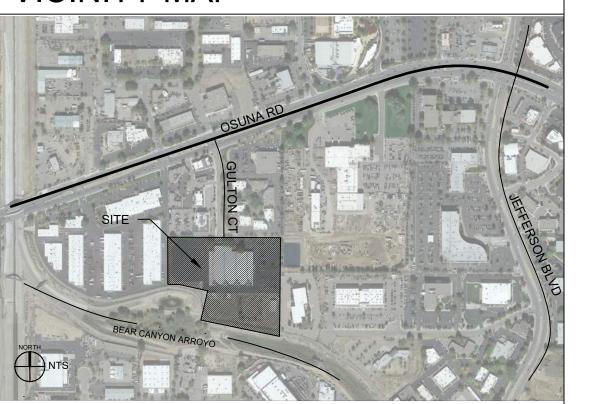
LANDSCAPE AREA, SEE PLANTING PLAN

HEAVY DUTY ASPHALT FOR FIRE ACCESS



SITE LIGHTING, SEE SITE LIGHTING PLAN

VICINITY MAP



DEKKER PERICH SABATINI

ARCHITECTURE **DESIGN INSPIRATION**



ENGINEER

 $\leq \leq$

REVISIONS

DRAWN BY **REVIEWED BY** MB 2/5/21 PROJECT NO. 19-0099.003

DRAWING NAME SITE DETAILS

SITE ENLARGEMENT

SHEET NO.

SDP1.3

PLANT SCHEDULE

LANDSCAPE CALCULATIONS

LANDSCAPE CALCULATIONS REFLECT COMPLETION OF PHASE 4

TOTAL SITE AREA = 9.98 AC = 435,117 SF AREA OF LOT COVERED BY BUILDINGS = 96,592 SF (INCLUDING GYM) NET LOT AREA= 338,525 SF

REQUIRED LANDSCAPE AREA (15% OF NET LOT AREA) = 50,779 SF PROVIDED LANDSCAPE AREA = 105,023 SF = 31%

TREES PER PARKING SPACES: REQUIRED= 1 TREE / 10 PARKING SPACES

TOTAL NUMBER OF PARKING = 199 SPACES REQUIRED NUMBER OF PARKING LOT TREES = 20 TREES PROVIDED NUMBER OF PARKING LOT TREES = 26 TREES

NO PARKING SPACE MAY BE MORE THAN 100 FEET AWAY FROM A TREE TRUNK

REQUIRED STREET TREES = NA PROVIDED STREET TREES = NA

REQUIRED VEGETATIVE COVERAGE = 78,767 SF = 75% OF PROVIDED LANDSCAPE

A MINIMUM 25% OF REQUIRED VEGETATIVE COVERAGE BY GROUND PLANTS PROVIDED TOTAL VEGETATIVE COVERAGE = 79,100 SF = 75% OF TOTAL PROVIDED LANDSCAPE AREA

TREE CANOPY COVERAGE = 59,140 SF GROUND PLANT COVERAGE = 19,959 SF = 25% OF REQUIRED VEGETATIVE COVERAGE

PARKING LOT AREA = 154,500 SF PARKING LOT LANDSCAPING PROVIDED = 27,100 SF = 17% MIN. 15% OF PARKING LOT AREA TO BE LANDSCAPED

GROUND COVER MATERIAL TOTAL ROCK MULCH GROUND COVER = 34,231 SF = 53% TOTAL ORGANIC MULCH GROUND COVER = 29,925 SF = 47% A MAXIMUM OF 75% OF GRAVEL OR CRUSHER FINES IS PERMITTED 14-16-5-6(C)(5)(d)

IRRIGATION NOTES

- ALL PLANTINGS SHALL BE IRRIGATED BY AN AUTOMATED IRRIGATION SYSTEM, WITH PROGRAMMABLE SETTINGS, AUTOMATED IRRIGATION CONTROLLER, AND MOISTURE SENSOR TO AVOID OVERWATERING. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MINIMIZE THE USE OF WATER.
- THE IRRIGATION SYSTEM SHALL NOT IRRIGATE IMPERVIOUS SURFACES, INCLUDING SIDEWALKS, DRIVEWAYS, STREETS AND PARKING OR LOADING AREAS.
- IRRIGATION POINT OF CONNECTION TO THE CITY WATER WILL BE LOCATED WITHIN PROPERTY LIMITS AND SHALL COMPLY WITH THE CITY OF ALBUQUERQUE REDUCED PRESSURE BACKFLOW PREVENTER STANDARDS AND SPECIFICATIONS.
- 5. RUN TIMES AND IRRIGATION ZONES SHALL BE BASED UPON PLANT SPECIES AND THEIR ESTABLISHMENT. RUN TIMES SHALL BE REGULARLY ADJUSTED ACCORDING TO PLANT MATURITY, SEASON, LOCATION AND PERFORMANCE.

PHASE 4 PLANTING PLAN

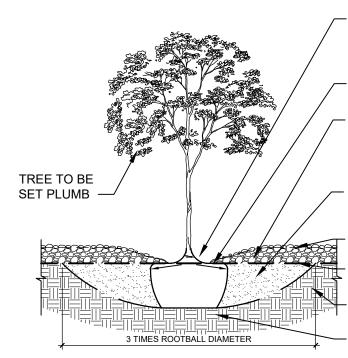
GENERAL SHEET NOTES

- A. RESPONSIBILITY FOR MAINTENANCE: THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF THE LANDSCAPE DURING CONSTRUCTION AND DURING A 90 DAY-MAINTENANCE PERIOD FOLLOWING SUBSTANTIAL COMPLETION. THE OWNER WILL BE RESPONSIBLE FOR MAINTENANCE FOLLOWING THE 90-DAY MAINTENANCE PERIOD.
- B. STATEMENT OF COMPLIANCE WITH CITY OF ALBUQUERQUE: THE LANDSCAPE DESIGN WILL COMPLY WITH THE CITY OF ALBUQUERQUE'S GENERAL LANDSCAPING, BUFFERING, AND SCREENING REGULATIONS AND WATER
- CONSERVATION ORDINANCE. C. TIMING OF LANDSCAPE INSTALLATION: INSTALLATION OF THE LANDSCAPING
- SHALL BE COMPLETE WITHIN 60 DAYS OF THE RELATED BUILDING'S OCCUPANCY. D. SURFACE TREATMENT: ALL LANDSCAPE AREAS SHALL BE COVERED WITH TURF OR VEGETATION AND MULCH. ORGANIC MULCH IS REQUIRED AT EACH TREE ROOTBALL AREA/DRIPLINE.
- E. MINIMUM PLANT SIZES ARE AS PER CITY OF ALBUQUERQUE STANDARDS: 2" CALIPER TREES, 6' HEIGHT CONIFERS, AND 1 GALLON SHRUBS.
- . AREAS DISTURBED DURING CONSTRUCTION, INCLUDING AREAS NOT WITHIN THE PROPERTY LINE, WILL BE STABILIZED. G. VEGETATIVE SCREENING SURROUNDING GROUND-MOUNTED TRANSFORMERS
- AND UTILITY PADS SHALL ALLOW 10' OF CLEARANCE IN FRONT OF THE EQUIPMENT DOOR AND 5' OF CLEARANCE ON THE REMAINING SIDES FOR SAFE OPERATION AND MAINTENANCE.
- IRRIGATED NATIVE SEEDING IS USED TO STABILIZE PERIMETER AREAS OF THE SITE WITH NATIVE GRASSES AND SHRUBS AND NATIVE DENSITIES. REGULAR AUTOMATED IRRIGATION WILL BE TURNED OFF AFTER TWO GROWING SEASONS. SEEDING WILL NOT ENCROACH UPON THE BEAR ARROYO TRAIL TO THE SOUTH DURING OR AFTER CONSTRUCTION.

TREE PLANTING DETAIL

1. PRIOR TO BACKFILLING, MATERIAL SUCH AS CONTAINERS, WIRE, BURLAP AND ROPE SHALL BE COMPLETELY REMOVED.

2. PLANT MATERIAL SHALL BE PLANTED IN UNCOMPACTED SOIL.



ROOT FLARE TO BE FLUSH WITH FINISH GRADE. NO MULCH 1"-2" FROM TRUNK **FLARE** SLOPE GRADE AWAY FROM TRUNK ORGANIC MULCH IS REQUIRED AT THE ROOT BALL, EXTENDING TO THE TREE DRIP LINE ROTARY TILL PLANT PIT; REMOVE SOIL, BACKFILL

PER SPECIFICATIONS MULCH PER DRAWINGS WEED BARRIER FABRIC

ROUGH-UP SIDES OF PLANTING PIT ROOTBALL ON UNDISTURBED SOIL

○ SHEET KEYED NOTES

DESCRIPTION RETENTION POND PLANTING TO SCREEN PARKING LOT FROM ARROYO

EXISTING MULTIPURPOSE FIELD TO REMAIN

MULTIPURPOSE FIELD

LEGEND <u>SYMBOL</u>

<u>NOTES</u> 4"Ø ANGULAR GRAVEL AT 8" DEPTH OVER WEED BARRIER FABRIC

3/4"Ø ROCK MULCH AT 3" DEPTH OVER WEED BARRIER FABRIC

SHREDDED SCREENED BARK/WOOD MULCH 3" **DEPTH OVER FILTER FABRIC**

PROPERTY LINE

EXISTING TURF AREA TO REMAIN

IRRIGATED NATIVE SEED MIX BASIS OF DESIGN: GRAVELLY UPLANDS AND SLOPES SEED MIX LISTED IN CITY OF ALBUQUERQUE STANDARD SPECIFICATIONS

SCHOOL GARDEN

VICINITY MAP



DEKKER PERICH SABATINI

ARCHITECTURE DESIGN INSPIRATION

ARCHITECT

ENGINEER

PROJECT

REVISIONS

DRAWN BY **REVIEWED BY** MB 2/5/21 PROJECT NO. 19-0099.003

DRAWING NAME **PLANTING** PLAN

SDP2.1

Nearest Major Streets: _	Osuna/Jefferson	
No. of Lots:	1	

INFRASTRUCTURE IMPROVEMENTS AGREEMENT (Procedure B)

AGREEMENT TO CONSTRUCT PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date)	20	, by
and between the City of Albuquerque, New Mexico ("City"), whose address in	is P. O. Box	1293
(One Civic Plaza), Albuquerque, New Mexico 87103, and Explore Academ		
("Developer"), a <u>N M company</u> , [state the type of business enti	ty e.g. "New	v
Mexico corporation," "general partnership," "individual," etc.]	, wł	nose
Mexico corporation," "general partnership," "individual," etc.] address is	, (State) <u>1</u>	NM_
(Zip Code) $\underline{87109}$ and whose telephone number is $\underline{(505)\ 305-5300}$	<u>,</u> in Albuque	erque,
New Mexico, and is entered into as of the date of final execution of this Agre	ement.	
1. Recital. The Developer is developing certain lands within the City	of Albuque	eraue.
Bernalillo County, New Mexico, known as [existing legal description:]		
Lot 3-C Block A Replat of Lot 3 Interstate Industrial Tract Unit II record		
6-2-1978 , attached, pages <u>141</u> through, as Document No. <u>78-39</u>	9593 in the r	records
of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of New Mexico (the "Developer's Proposition of the Bernalillo County Clerk, State of the Bernalillo County Clerk	erty"). The	
Developer certifies that the Developer's Property is owned by [state the name		
property owner exactly as shown on the real estate document conveying title		eloper's
Property to the present owner:] <u>Explore Academy</u> ("Owner").	
	1	D1
The Developer has submitted and the City has approved a preliminary	_	
identified as <u>Explore Academy Site Plan</u> describing Developer's Prop	erty ("Deve	eloper's
Property").		
As a result of the development of the Developer's Property, the Integr	ated Develo	pment
Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install		ic
and/or private improvements, which are reasonably related to the development		
Developer's Property, or to financially guarantee the construction of the publ		
improvements as a prerequisite to approval of the final plat, building permit of	or the Site Pl	lan.
2. <u>Improvements and Construction Deadline</u> . The Developer agrees	to install and	d
complete the public and/or private improvements described in Exhibit A, the	required	
infrastructure listing ("Improvements"), to the satisfaction of the City, on or b		
September, 2021 ("Construction Completion Deadline"	"), at no cost	t to the
City. The Improvements are shown in greater detail on the Developer's propo		proved
plans, which have been filed with the City Engineer and are identified as Proj	ect No.	
·		

Note: To compute the Construction Completion Deadline: If a final plat <u>will</u> be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can

1

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. <u>Albuquerque Bernalillo County Water Utility Authority</u>. 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:

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Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading	As required per City-approved
Ordinance and street restoration fees	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. <u>Surveying, Inspection and Testing</u> . The Improvements shall be inspected,
surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and
according to the following terms:
A. <u>Construction Surveying</u> . Construction surveying for the construction of the
public Improvements shall be performed by <u>Precision Surveying</u> ,
and construction surveying of the private Improvements shall be performed by <u>Precision</u>
<u>Surveying</u> . 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. <u>Construction Inspection Methods</u> . Inspection of the construction of the public
Improvements shall be performed by Scott M McGee PE and
inspection of the private Improvements shall be performed by Scott M McGee PE,
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. <u>Field Testing</u> . Field testing of the construction of the public Improvements
shall be performed by, and field testing of the
private Improvements shall be performed by 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
may monitor the field testing and the Developer shan ensure that the field testing entity provides

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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. <u>Additional Testing</u>. 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. <u>Financial Guaranty</u>. 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:
Amount: \$
Name of Financial Institution or Surety providing Guaranty:
Date City first able to call Guaranty (Construction Completion Deadline):
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is:
Additional information:

- 7. <u>Notice of Start of Construction</u>. 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

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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. <u>Reduction of Financial Guaranty Upon Partial Completion</u>. 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. <u>Loan Reserve Financial Guaranty</u>. 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. <u>Non-Loan Reserve Financial Guaranty</u>. 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. <u>Indemnification</u>. 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

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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. <u>Assignment</u>. 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. <u>Release</u>. 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. <u>Binding on Developer's Property</u>. 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 <u>Developer</u> and the Owner and their heirs, successors and assigns.
- 16. <u>Notice</u>. 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. <u>Entire Agreement</u>. 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. <u>Changes to Agreement</u>. 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

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unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

- 20. <u>Captions</u>. 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. <u>Form Not Changed</u>. 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. <u>Authority to Execute</u>. 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.

<u>DEVELOPER</u> :	CITY OF ALBUQUERQUE
By [Signature]:	By:
Name [Print]:	
Title:	Dated:
Dated:	

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 7
 COA# _____

DEVELOPER'S NOTARY

STATE OF)		
COUNTY OF) ss.)		
This instrument was acknowled	edged before me on this	s day of	, 20, by
[name of person:]		, [title or capacity, fo	or instance,
"President" or "Owner":]			of
[Developer:]			
(SEAL)	Notai	ry Public	
		Commission Expires:	
	<u>CITY'S NOTA</u>	<u>ARY</u>	
STATE OF NEW MEXICO COUNTY OF BERNALILLO)) ss.)		
This instrument was acknowled			
by Shahab Biazar, P.E., City Engines said corporation.	neer of the City of Albu	querque, a municipal cor	poration, on behalf of
(SEAL)	Notai	ry Public	
	МуС	Commission Expires:	

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

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POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property. [State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] ____("Owner"), of [address:] [City:] ______, [State:] ______ [zip code:] ______, hereby makes, constitutes and appoints [name of <u>Developer</u>:] _____ ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

by virtue of the power herein conferred upon the Developer.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

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OWNER	
By [Signature:]:	
Name [Print]:	
Title:	_
Dated:	_
The foregoing Power of Attorney was ackr	nowledged before me on,
20 by [name of person:]	, [title or capacity, for
instance "President":]	of [Owner:]
	on behalf of the Owner.
(SEAL)	Notary Public
	My Commission Expires: