



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

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

<b>APPLICATION INFORMATION</b>		
Applicant: 98TH & I-40 Land LLC		Phone: 601-424-3205
Address: 6300 Riverside Plaza Ln NW		Email: Perry.Phillips@stmtires.com
City: Albuquerque	State: NM	Zip: 87120
Professional/Agent (if any): Tierra West, LLC		Phone: 505-858-3100
Address: 5571 Midway Park PI NE		Email: vcarrica@tierrawestllc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site:	List <u>all</u> owners:	
<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>		
Lot or Tract No.: TR 2 PLAT OF TRS 1 THRU12 AVALON SUBD UNIT 5	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code: 100905806702530101
Zone Atlas Page(s): J-9	Existing Zoning: NR-BP	Proposed Zoning NR-BP
# of Existing Lots: 1	# of Proposed Lots: 2	Total Area of Site (Acres): 13.81
<b>LOCATION OF PROPERTY BY STREETS</b>		
Site Address/Street: Daytona Rd NW	Between: I-40	and: Daytona
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>		
1008585, 1009438, PR-2020-004747		

Signature:	Date: 6-15-21
Printed Name: Ronald R. Bohannon :For	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

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

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

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

**SKETCH PLAT REVIEW AND COMMENT**

- Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter describing, explaining, and justifying the request
- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use (7 copies, folded)

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

- Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Copy of recorded IIA- \*\* Not Recorded, In Process\*\*
- Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

**SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)**

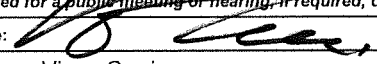

- Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- 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)
- Sidewalk Exhibit and/or cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Signed Form DRWS Drainage Report Grading and Drainage Plan, and Water & Sewer Availability submittal information
- Proposed Infrastructure List, if applicable
- Required notice with content per IDO Section 14-16-6-4(K)
- Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives
- Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

**MINOR AMENDMENT TO PRELIMINARY PLAT**

- Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_
- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Infrastructure List, if applicable

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

I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.	
Signature: 	Date: 6-15-2021
Printed Name: Vince Carrica	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent
<b>FOR OFFICIAL USE ONLY</b>	
Project Number:	Case Numbers
	-
	-
	-
Staff Signature:	
Date:	

June 15, 2021

Ms. Jolene Wolfley  
DRB Planning Department  
PO Box 1293  
Albuquerque, NM 87103


**RE: SOUTHERN TIRE MART – DRB PR-2020-004747  
MAJOR SUBDIVISION FINAL PLAT APPROVAL  
TRACT 2 PLAT OF TRACTS 1 THRU 12 AVALON SUBDIVISION UNIT 5  
DAYTONA RD NW**

Dear Ms. Wolfley:

Tierra West, LLC, on behalf of 98th & I-40 Land LLC, is submitting to the City of Albuquerque Development Review Board for approval of Final Plat for Tract 2 of Avalon Subdivision Unit 5. The plat will split Tract 2 into two tracts (2A & 2B). The subject property is currently zoned NR-BP. The site is located at Daytona Rd NW, approximately 13.81 acres. An Infrastructure list was recently approved by DRB and is tied to the plat with construction of improvements taking place with the development of each lot. The preliminary plat for the subject site was approved at DRB on May 5, 2021.

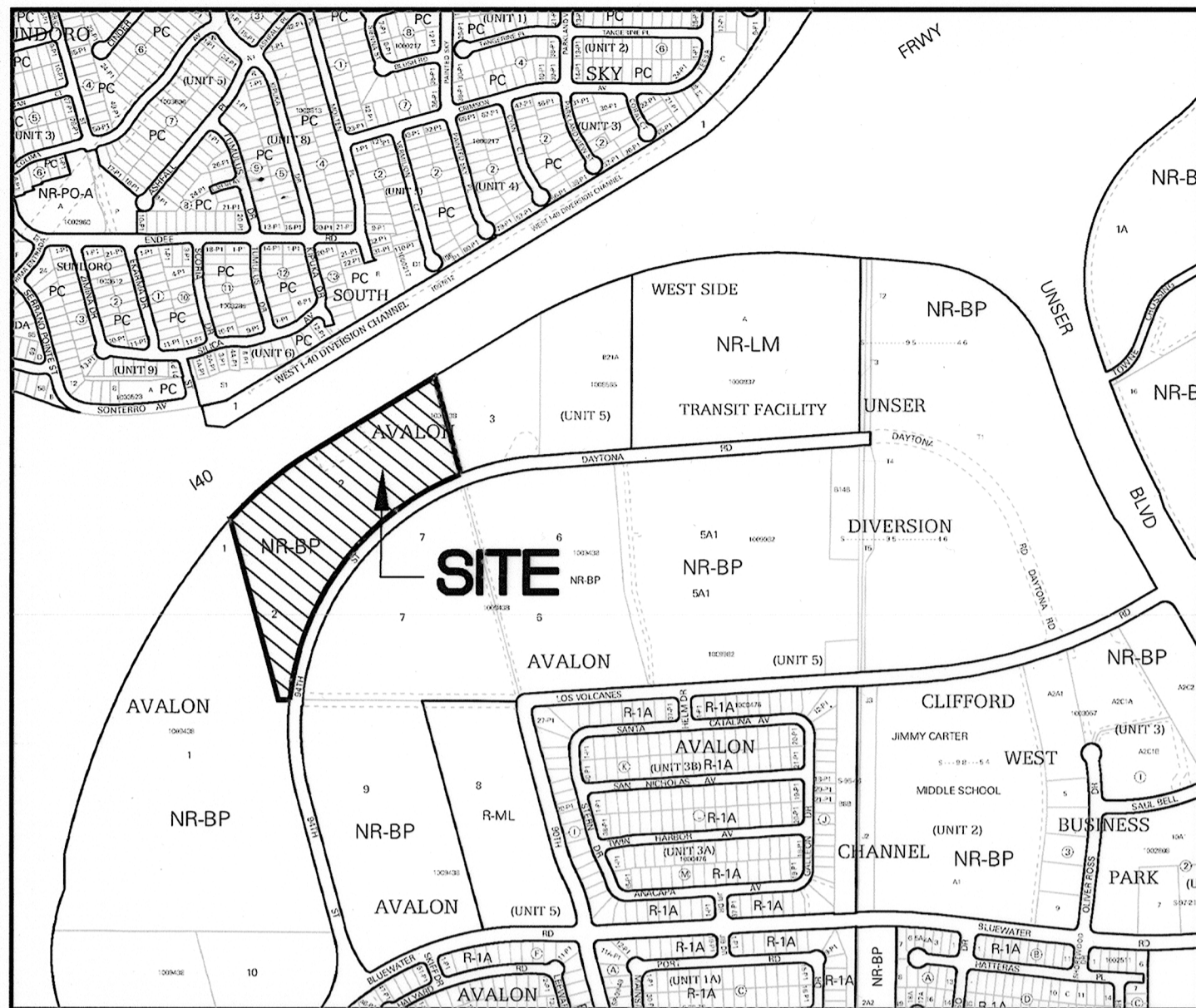
If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

  
*For:* Ronald R. Bohannon, PE

cc: Andrew Gray, TL Wallace  
Brian Patterson, Titan-Development  
Sal Perdomo, Titan-Development

JN: 2020031  
RRB/vc/kw



Vicinity Map - Zone Atlas J-9 and K-9

**Indexing Information**

Projected Sections 16 and 21, Township 10 North,  
Range 2 East, N.M.P.M. Town of Atrisco Grant  
Subdivision: Avalon Subdivision, Unit 5  
Owner: 98th and I-40 Land LLC.  
UPC #: 100905806702530101

**Purpose of Plat**

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

**Subdivision Data**

GROSS ACREAGE..... 13.8085 ACRES  
ZONE ATLAS PAGE NO..... J-9 AND K-9  
NUMBER OF EXISTING TRACTS..... 1  
NUMBER OF TRACTS CREATED..... 2  
MILES OF FULL-WIDTH STREETS..... 0 MILES  
MILES OF HALF-WIDTH STREETS..... 0 MILES  
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE..... 0 ACRES  
DATE OF SURVEY..... NOVEMBER 2020

**Legal Description**

TRACT NUMBERED TWO (2) OF AVALON SUBDIVISION UNIT 5, A SUBDIVISION OF A TRACT OF LAND LOCATED WITHIN PROJECTED SECTIONS 16 AND 21, TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M. TOWN OF ATRISCO GRANT, AS THE SAME IS SHOWN AND DESIGNATED IN THE MAP OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MAY 22, 2014, IN PLAT BOOK 2014C, PAGE 46.

**Free Consent**

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

*[Signature]*  
BEN SPENCER, MANAGER  
98TH & I-40 LAND LLC  
DATE **6-14-21**

STATE OF NEW MEXICO }  
COUNTY OF } SS  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON **JUNE 14<sup>th</sup>** 20**21**  
BEN SPENCER, MANAGER, 98TH & I-40 LAND LLC

By: *[Signature]*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES **08/31/2024**

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND  
PAID ON UPC #: 100905806702530101

PROPERTY OWNER OF RECORD  
BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for  
Tract 2-A and 2-B  
Avalon Subdivision Unit 5  
Being Comprised of  
Tract 2  
Avalon Subdivision Unit 5  
City of Albuquerque  
Bernalillo County, New Mexico  
June 2021**

**Project Number:** PR-2020-004747

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

**Plat Approvals:**

- [Signature]* Jun 9, 2021
- PNM Electric Services Jun 10, 2021
- [Signature]* Jun 7, 2021
- Qwest Corp. d/b/a CenturyLink QC Jun 7, 2021
- [Signature]* Jun 7, 2021
- New Mexico Gas Company Jun 7, 2021
- [Signature]* Jun 7, 2021
- Comcast

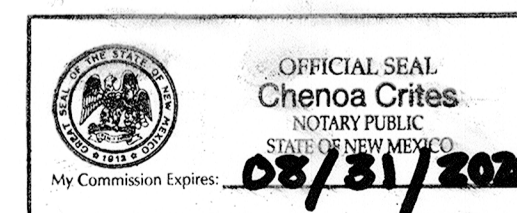
**City Approvals:**

- [Signature]* 6/7/2021  
City Surveyor
- Traffic Engineer
- ABCWUA
- Parks and Recreation Department
- [Signature]* 6/14/2021  
City Engineer
- DRB Chairperson, Planning Department

**Surveyor's Certificate**

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

*[Signature]* 6/10/2021  
Will Plotner Jr.  
N.M.R.P.S. No. 14271  
Date



**Documents**

1. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE, HAVING FILE NO. 2009604 AND AN EFFECTIVE DATE OF OCTOBER 29, 2020.
2. PLAT OF RECORD FOR AVALON SUBDIVISION UNIT 5 FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON MAY 22, 2014 IN BOOK 2014C, PAGE 46.
3. SPECIAL WARRANTY DEED FOR SUBJECT PROPERTY TO 98TH AND I-40 LAND LLC FILED DECEMBER 14, 2016 AS DOCUMENT 2016116751.

**Notes**

1. FIELD SURVEY PERFORMED IN NOVEMBER 2020.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

**Solar Collection Note**

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

**CSI-CARTESIAN SURVEYS INC.**

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

Plat for  
**Tract 2-A and 2-B**  
**Avalon Subdivision Unit 5**  
 Being Comprised of  
**Tract 2**  
**Avalon Subdivision Unit 5**  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 June 2021

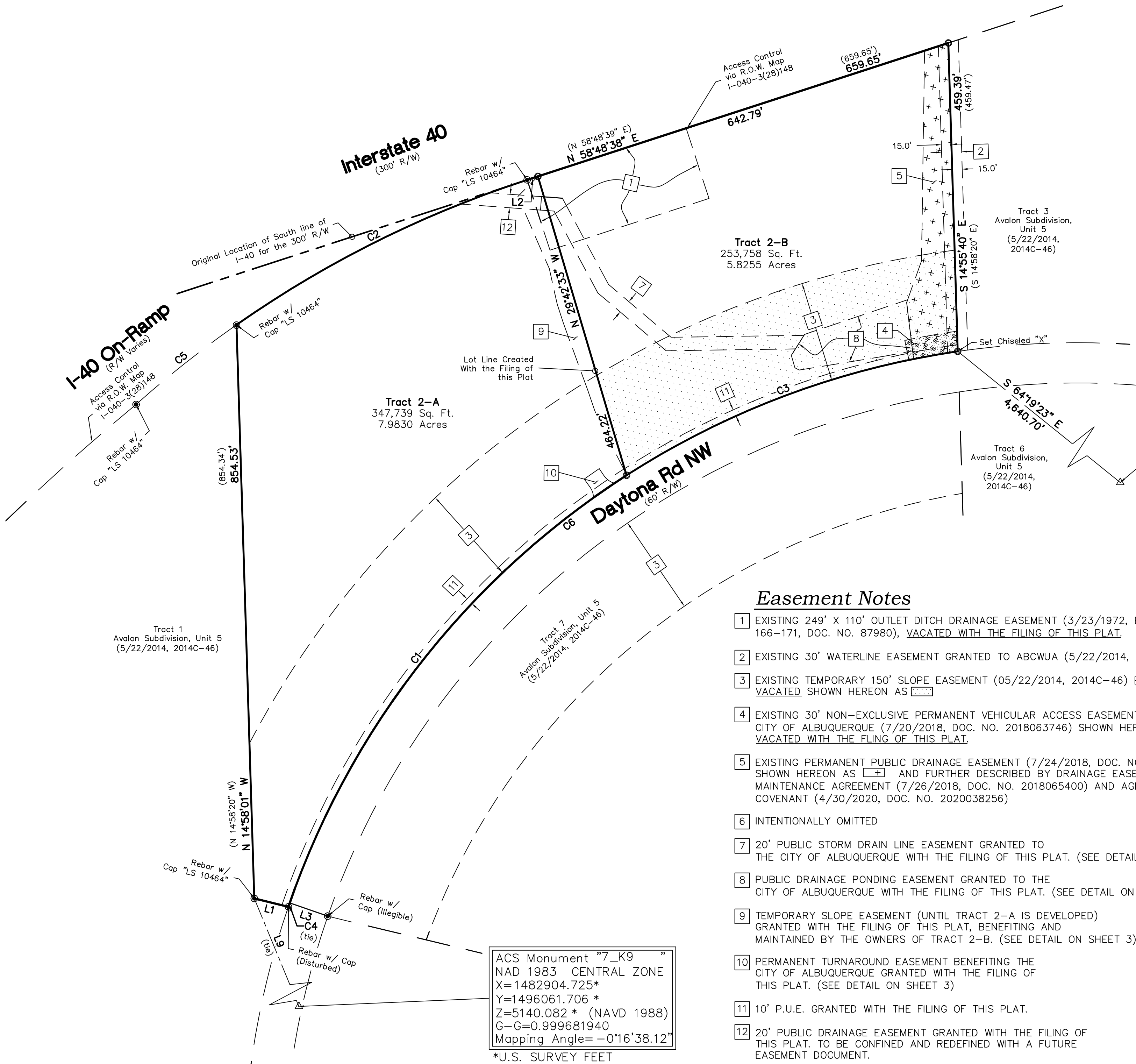
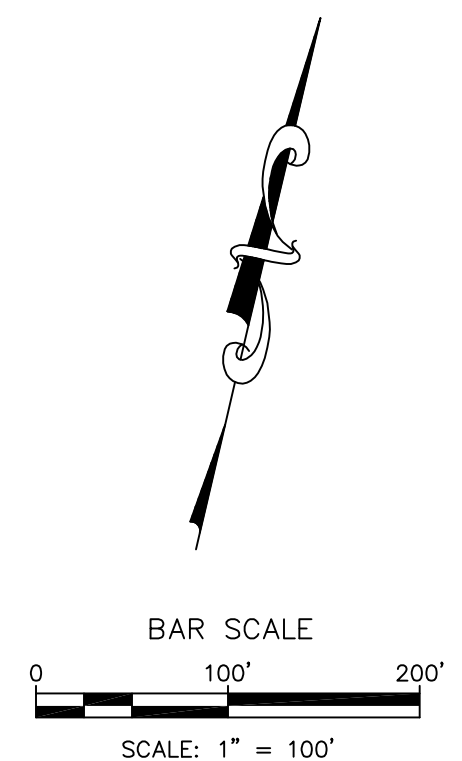
ACS Monument "9\_K10"  
 NAD 1983 CENTRAL ZONE  
 X=1498430.817\*  
 Y=1485617.623\*  
 Z=5117.72 \* (NAVD 1988)  
 G-G=0.999682230  
 Mapping Angle=-0°16'22.01"  
 \*U.S. SURVEY FEET

**Legend**

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (5/22/14, 2014C-46)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 14271" UNLESS OTHERWISE NOTED

**Easement Notes**

- 1 EXISTING 249' X 110' OUTLET DITCH DRAINAGE EASEMENT (3/23/1972, BK. MISC. 261, PG. 166-171, DOC. NO. 87980), VACATED WITH THE FILING OF THIS PLAT.
- 2 EXISTING 30' WATERLINE EASEMENT GRANTED TO ABCWUA (5/22/2014, 2014C-46)
- 3 EXISTING TEMPORARY 150' SLOPE EASEMENT (05/22/2014, 2014C-46) PORTION TO BE VACATED SHOWN HEREON AS [stippled]
- 4 EXISTING 30' NON-EXCLUSIVE PERMANENT VEHICULAR ACCESS EASEMENT BENEFITING THE CITY OF ALBUQUERQUE (7/20/2018, DOC. NO. 2018063746) SHOWN HEREON AS VACATED WITH THE FILING OF THIS PLAT.
- 5 EXISTING PERMANENT PUBLIC DRAINAGE EASEMENT (7/24/2018, DOC. NO. 2018064299) SHOWN HEREON AS [cross-hatched] AND FURTHER DESCRIBED BY DRAINAGE EASEMENT MAINTENANCE AGREEMENT (7/26/2018, DOC. NO. 2018065400) AND AGREEMENT AND COVENANT (4/30/2020, DOC. NO. 2020038256)
- 6 INTENTIONALLY OMITTED
- 7 20' PUBLIC STORM DRAIN LINE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE WITH THE FILING OF THIS PLAT. (SEE DETAIL ON SHEET 3)
- 8 PUBLIC DRAINAGE PONDING EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE WITH THE FILING OF THIS PLAT. (SEE DETAIL ON SHEET 3)
- 9 TEMPORARY SLOPE EASEMENT (UNTIL TRACT 2-A IS DEVELOPED) GRANTED WITH THE FILING OF THIS PLAT, BENEFITING AND MAINTAINED BY THE OWNERS OF TRACT 2-B. (SEE DETAIL ON SHEET 3)
- 10 PERMANENT TURNAROUND EASEMENT BENEFITING THE CITY OF ALBUQUERQUE GRANTED WITH THE FILING OF THIS PLAT. (SEE DETAIL ON SHEET 3)
- 11 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT.
- 12 20' PUBLIC DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT. TO BE CONFINED AND REDEFINED WITH A FUTURE EASEMENT DOCUMENT.



ACS Monument "7\_K9"  
 NAD 1983 CENTRAL ZONE  
 X=1482904.725\*  
 Y=1496061.706\*  
 Z=5140.082 \* (NAVD 1988)  
 G-G=0.999681940  
 Mapping Angle=-0°16'38.12"  
 \*U.S. SURVEY FEET

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 wplotnerjr@gmail.com

## Public Utility Easements

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

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

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

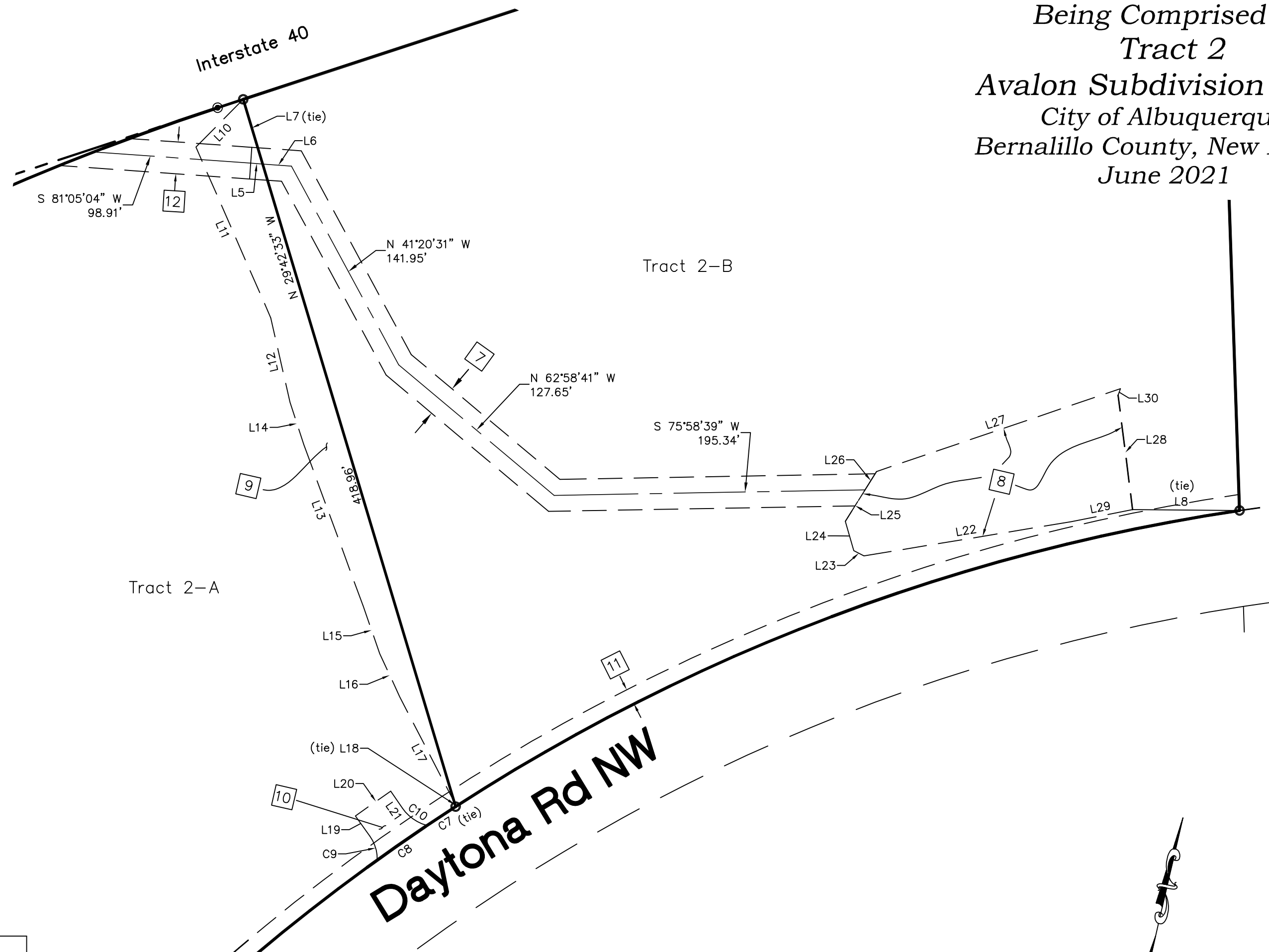
Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

### Disclaimer

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

## Detail for Easements 7 8 9 10 AND 12

Plat for  
Tract 2-A and 2-B  
Avalon Subdivision Unit 5  
Being Comprised of  
Tract 2  
Avalon Subdivision Unit 5  
City of Albuquerque  
Bernalillo County, New Mexico  
June 2021



Line #	Direction	Length (ft)
L1	N 89°25'18" W (N 89°40'20" W)	52.22' (52.27')
L2	N 58°48'38" E (N 58°48'39" E)	16.86'
L3	S 83°58'27" E	60.00' (60.00')
L5	N 81°05'04" E	7.51'
L6	N 81°05'04" E	18.15'
L7	N 29°42'33" W	42.44'
L8	N 77°29'38" E	67.22'
L9	S 35°38'02" E	4543.04'
L10	S 31°43'35" W	42.23'
L11	S 36°40'03" E	117.20'
L12	S 25°48'51" E	54.45'
L13	S 33°11'27" E	108.36'
L14	S 31°02'36" E	28.05'
L15	S 32°12'31" E	31.44'
L16	S 37°48'10" E	29.78'

Line #	Direction	Length (ft)
L17	S 40°20'29" E	74.74'
L18	N 29°42'33" W	2.81'
L19	S 48°35'17" E	15.69'
L20	S 41°59'27" W	27.13'
L21	N 47°25'55" W	12.81'
L22	S 67°36'55" W	132.07'
L23	S 75°09'57" E	7.24'
L24	S 29°13'00" E	19.14'
L25	N 19°03'19" E	23.35'
L26	N 19°03'19" E	13.60'
L27	S 58°14'07" W	161.92'
L28	N 20°11'43" W	72.46'
L29	S 65°50'03" W	39.24'
L30	N 06°26'05" E	4.40'

\* L4 INTENTIONALLY OMITTED

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	831.89'	1243.34' (1243.34')	38°20'07"	816.46'	S 24°54'27" W
C2	485.53' (485.62')	1637.02' (1637.02')	16°59'37"	483.76'	S 50°18'49" W
C3	530.67'	1243.34' (1243.34')	24°27'15"	526.65'	S 56°18'08" W
C4	6.21'	1243.34' (1243.34')	0°17'10"	6.21'	N 05°52'58" E
C5	191.00' (190.91')	1637.02' (1637.02')	6°41'05"	190.89'	S 38°26'07" W
C6	1362.56' (1362.55')	1243.34' (1243.34')	62°47'22"	1295.39'	S 37°08'04" W
C7	21.62'	22168.29'	0°03'21"	21.62'	S 43°48'58" W
C8	38.04'	1815.01'	1°12'03"	38.04'	S 42°03'59" W
C9	15.98'	24.10'	37°59'12"	15.69'	N 29°56'01" W
C10	19.32'	27.50'	40°15'22"	18.93'	S 67°32'12" E

**CSI-CARTESIAN SURVEYS INC.**

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

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

THIS AGREEMENT is made this (Date) \_\_\_\_\_ 2021, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and 98<sup>th</sup> and I-40 Land, LLC ("Developer"), a New Mexico, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] Limited Liability Company, whose email is bpatterson@titan-development.com, whose address is 6300 Riverside Plaza Lane NE Ste. 200 (City) Albuquerque, (State) NM (Zip Code) 87120 and whose telephone number is 505-998-0163, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] \_\_\_\_\_ recorded on \_\_\_\_\_, attached, pages \_\_\_\_\_ through \_\_\_\_\_, as Document No. \_\_\_\_\_ in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] 98<sup>th</sup> and I-40 Land, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Tracts 2-A and 2-B Avalon Subdivision Unit 5 describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the May 19, 2023 ("Construction Completion Deadline"), at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 655788.

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

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA 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.

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

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

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

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The



Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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

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

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

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Terracon, and field testing of the private Improvements shall be performed by Terracon both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

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



the Improvements if the following conditions are met:

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

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

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

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

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

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

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER: 98<sup>th</sup> and I-40 Land, LLC

By [Signature]: \_\_\_\_\_

Name [Print]: Ben Spencer

Title: Manager

Dated: \_\_\_\_\_

DEVELOPER'S NOTARY

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
[name of person:] \_\_\_\_\_, [title or capacity, for instance,  
"President" or "Owner":] \_\_\_\_\_ of  
[Developer:] \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CITY OF ALBUQUERQUE:



**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 OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

[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 Developer]:

\_\_\_\_\_ ("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 by virtue of the power herein conferred upon the Developer.

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.

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.

OWNER

By [Signature:]: \_\_\_\_\_

Name [Print]: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

The foregoing Power of Attorney was acknowledged 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: \_\_\_\_\_