



**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 P2A)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Form S1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Form S1)	<b>MISCELLANEOUS APPLICATIONS</b>	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary 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"/> Minor Amendment - Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	<b>PRE-APPLICATIONS</b>
<input checked="" type="checkbox"/> Minor - Final Plat (Form S2) Major Final Plat	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	
<b>SITE PLANS</b>	<input type="checkbox"/> Waiver to IDO (Form V2)	<b>APPEAL</b>
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
<b>BRIEF DESCRIPTION OF REQUEST</b>		
Major Subdivision Final Plat		

<b>APPLICATION INFORMATION</b>		
Applicant: Cornerstone Capital		Phone: (505) 250-4697
Address: 6509 Coors Blvd NW Suite G		Email: cornerstonecapital@comcast.net
City: Albuquerque	State: NM	Zip: 87106
Professional/Agent (if any): Tierra West, LLC		Phone: (505) 858-3100
Address: 5571 MIDWAY PARK PLACE NE,		Email: vperea@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.: Lots 1-A & 2-A-1, Block 2 Sunport Park	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code: 101505514525430415 101505519726930412
Zone Atlas Page(s): M-15-Z	Existing Zoning: NR-BP	Proposed Zoning NR-BP
# of Existing Lots: 2	# of Proposed Lots: 1	Total Area of Site (Acres): 10.7 acres
<b>LOCATION OF PROPERTY BY STREETS</b>		
Site Address/Street: 2900 Transport St. SE	Between: Flightway Ave	and: Woodward Rd
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>		
1009573 , 1009090 , 1007017		

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:		Date: 05.02.2022			
Printed Name: Ronald R. Bohannon		<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent			
<b>FOR OFFICIAL USE ONLY</b>					
Case Numbers	Action	Fees	Case Numbers	Action	Fees
Meeting Date:			Fee Total:		
Staff Signature:	Date:			Project #	

## FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. 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 to City Staff using other on-line resources such as Dropbox or FTP. 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
- \_\_\_ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

### MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? NA if yes, indicate language: NA \_\_\_\_\_

- 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 to City Staff using other on-line resources such as Dropbox or FTP. 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
- Design elevations & cross sections of perimeter walls
- Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

### 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 to City Staff using other on-line resources such as Dropbox or FTP. 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)
- \_\_\_ 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
- \_\_\_ Sidewalk Exhibit and/or cross sections of proposed streets
- \_\_\_ 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, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- \_\_\_ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- \_\_\_ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

**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 / INFRASTRUCTURE LIST

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 to City Staff using other on-line resources such as Dropbox or FTP. 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
- \_\_\_ Original Preliminary Plat, Infrastructure List, and/or Grading Plan
- \_\_\_ 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.**

**FORM S: PRE-APPROVALS/SIGNATURES**

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

**X Hydrology:**

- Grading and Drainage Plan  Approved  NA
- AMAFCA  Approved  NA
- Bernalillo County  Approved  NA
- NMDOT  Approved  NA
- MRGCD  Approved  NA

Ernest Armijo 4/29/2022  
Hydrology Department Date

**X Transportation:**

- Traffic Circulations Layout (TCL)  Approved  NA
- Traffic Impact Study (TIS)  Approved  NA
- Neighborhood Impact Analysis (NIA)  Approved  NA
- Bernalillo County  Approved  NA
- NMDOT  Approved  NA

Jeanne Wolfenbarger 05/03/2022  
Transportation Department Date

**X Albuquerque Bernalillo County Water Utility Authority (ABCWUA):**

- Availability Statement/Serviceability Letter  Approved  NA
- ABCWUA Development Agreement  Approved  NA
- ABCWUA Service Connection Agreement  Approved  NA

Edwin Bergeron 4/26/2022  
ABCWUA Date

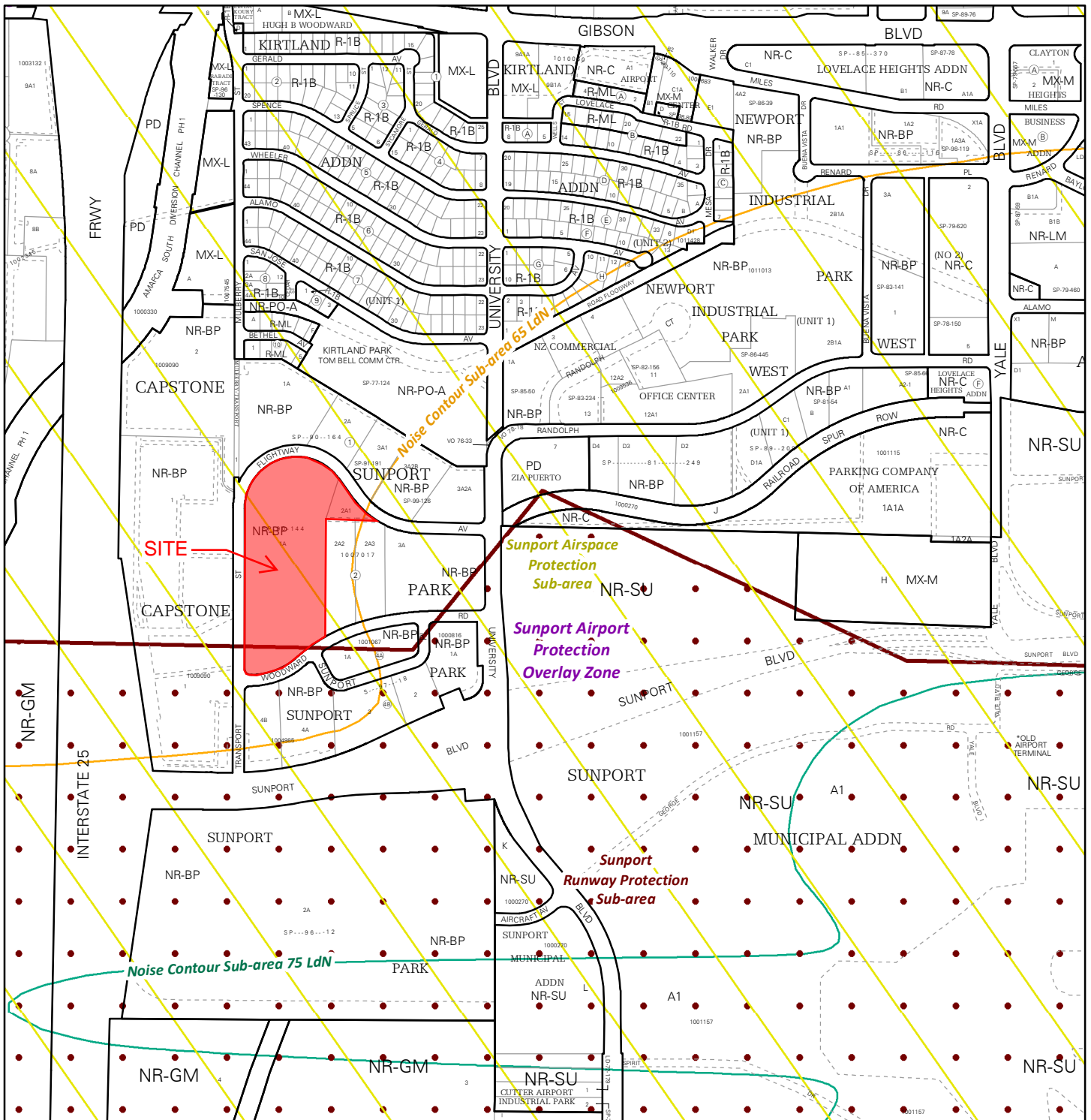
- Infrastructure Improvements Agreement (IIA\*)  Approved
- AGIS (DXF File)  Approved
- Fire Marshall Signature on the plan  Approved

**X Signatures on Plat**

- Owner(s)  Yes
- City Surveyor  Yes
- AMAFCA\*\*  Yes  NA
- NM Gas\*\*  Yes
- PNM\*\*  Yes
- COMCAST\*\*  Yes
- MRGCD\*\*  Yes  NA


\* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

\*\* Signatures required for **Final Plat** application and not required for **Preliminary Plat** application

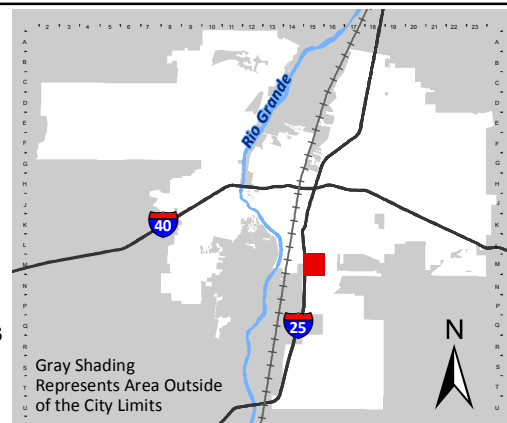


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

## 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).



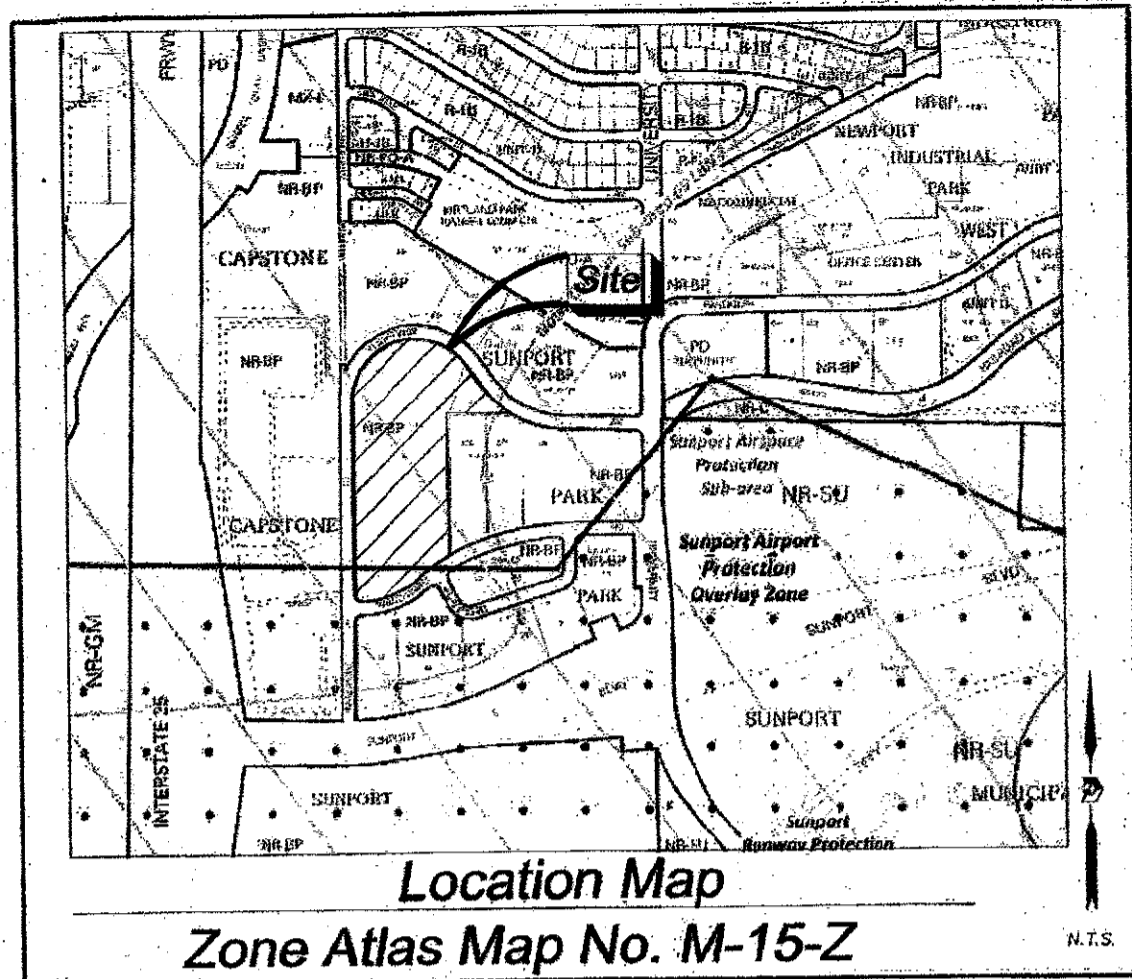
Gray Shading  
Represents Area Outside  
of the City Limits

Zone Atlas Page:  
**M-15-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

0 250 500 1,000 Feet





Location Map  
Zone Atlas Map No. M-15-Z

**Subdivision Data:**

GROSS SUBDIVISION ACREAGE: 10.6989 ACRES±  
 ZONE ATLAS INDEX NO.: M-15-Z  
 NO. OF TRACTS CREATED: 0  
 NO. OF LOTS CREATED: 1  
 MILES OF FULL-WIDTH STREETS CREATED: 0

**Public Utility Easements**

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON 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 WITHIN THE EASEMENT 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 ERRECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL 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 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), QWEST CORPORATION D/B/A CENTURYLINK QC AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, QWEST CORPORATION D/B/A CENTURYLINK QC AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN SPECIFICALLY DESCRIBED AND ON THIS PLAT.

RECORDING STAMP

Plat of  
 Lot 2-A-1-A, Block 2  
**Sunport Park**  
 Section 33, Township 10 North, Range 3 East, N.M.P.M.  
 Albuquerque, Bernalillo County, New Mexico  
 January 2022

**Legal Description**

A TRACT OF LAND LYING AND SITUATE WITHIN SECTION 33, TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, COMPRISING OF LOT 1-A, BLOCK 2, SUNPORT PARK, 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 AUGUST 21, 1990, IN MAP BOOK 90C, PAGE 195 TOGETHER WITH LOT 2-A-1, BLOCK 2, SUNPORT PARK, 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 JULY 24, 2008, IN MAP BOOK 2008C, PAGE 165, NOW COMPRISING OF LOT 2-A-1-A, BLOCK 2 SUNPORT PARK.

**Notes:**

1. PLAT SHOWS ALL EASEMENTS OF RECORD.
2. EASEMENT BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND EASEMENTS HAVE BEEN ROTATED TO MATCH BASIS OF BEARINGS AND BOUNDARY UNLESS OTHERWISE INDICATED.

**Purpose of Plat**

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE THE EXISTING TWO TRACTS INTO ONE NEW TRACT AND TO GRANT AN EASEMENT.

**Solar Note:**

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

**Free Consent**

THE REPLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER. EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

SAID OWNER DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND STIPULATIONS.

*Peter Gineris*  
 DATE: 3.24.22  
 PETER GINERIS,  
 MANAGING MEMBER,  
 CORNERSTONE CAPITAL

**Acknowledgment**

STATE OF NEW MEXICO ) SS  
 COUNTY OF BERNALILLO )  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24 DAY OF March, 2022 BY  
 PETER GINERIS, MANAGING MEMBER, CORNERSTONE CAPITAL  
*Peter Gineris* MY COMMISSION EXPIRES: Sept. 03, 2024  
 NOTARY PUBLIC

STATE OF NEW MEXICO  
 NOTARY PUBLIC  
 Yvonne Escajeda  
 Commission No. 1130485  
 September 03, 2024

Project No. PR-2021-  
 Application No. SD-2021-  
 Utility Approvals

PNM  
 Pamela Stone  
 NEW MEXICO GAS COMPANY  
 Abdul A Bhuayan  
 QWEST CORPORATION D/B/A CENTURYLINK QC  
 Mike Mortus  
 COMCAST  
 City Approvals  
 Loren N. Risenhoover P.S.  
 CITY SURVEYOR

TRAFFIC ENGINEERING, TRANSPORTATION DEPARTMENT  
 A.B.C.W.U.A.  
 PARKS AND RECREATION DEPARTMENT  
 CITY ENGINEER  
 DRB CHAIRPERSON, PLANNING DEPARTMENT  
 MIDDLE RIO GRANDE CONSERVANCY DISTRICT  
 ENVIRONMENTAL HEALTH DEPARTMENT

**Surveyor's Certificate**  
 I, LARRY W. MEDRANO, A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.

*Larry W. Medrano* 4/24/2022  
 LARRY W. MEDRANO  
 N.M.F.S. No. 11993  
 DATE  
 WET SIGNATURE IS INVALID IF NOT IN BLUE INK WITH BLUE STAMP OR EMBOSSED STAMP

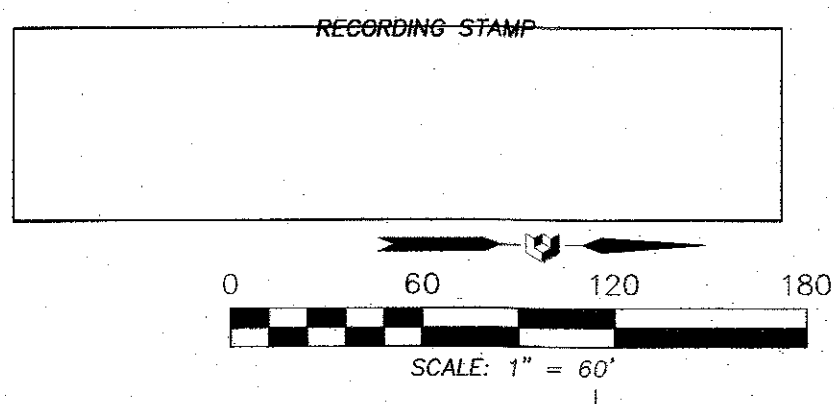


COORDINATE AND DIMENSION INFORMATION			PLSS INFORMATION				PROPERTY INFORMATION		PROJECT INFORMATION		
STATE PLANE ZONE: NM-C	GRID	STANDARD	LAND GRANT N/A				PROPERTY OWNER CORNERSTONE CAPITAL		CREW/TECH: MT	DATE OF SURVEY: 12/23/2020	
HORIZONTAL DATUM: NAD83	VERTICAL DATUM: NAVD88	ROTATION ANGLE: 0° 00' 00.00"	SECTION: 33	TOWNSHIP: 10 NORTH	RANGE: 3 EAST	MERIDIAN: NMPM	SUBDIVISION NAME: SUNPORT PARK		DRAWN BY: JK	CHECKED BY: LM	
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM		BASE POINT FOR SCALING AND/OR ROTATION: N = 0	CITY: ALBUQUERQUE	COUNTY: BERNALILLO	STATE: NM	UPC: LOT 1-A: 101505514525430415 LOT 2-A-1: 101505519726930412		505.856.5700 PHONE		PSI JOB NO. 204165P	SHEET NUMBER 1 OF 2
COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003199098		DISTANCE ANNOTATION: GROUND BEARINGS ANNOTATION: GRID	ELEVATION TRANSLATION: ±0.00'		ELEVATIONS VALID: NO		505.856.7900 FAX				



OFFICE LOCATION:  
 9200 San Mateo Boulevard, NE  
 Albuquerque, NM 87113  
 505.856.5700 PHONE  
 505.856.7900 FAX

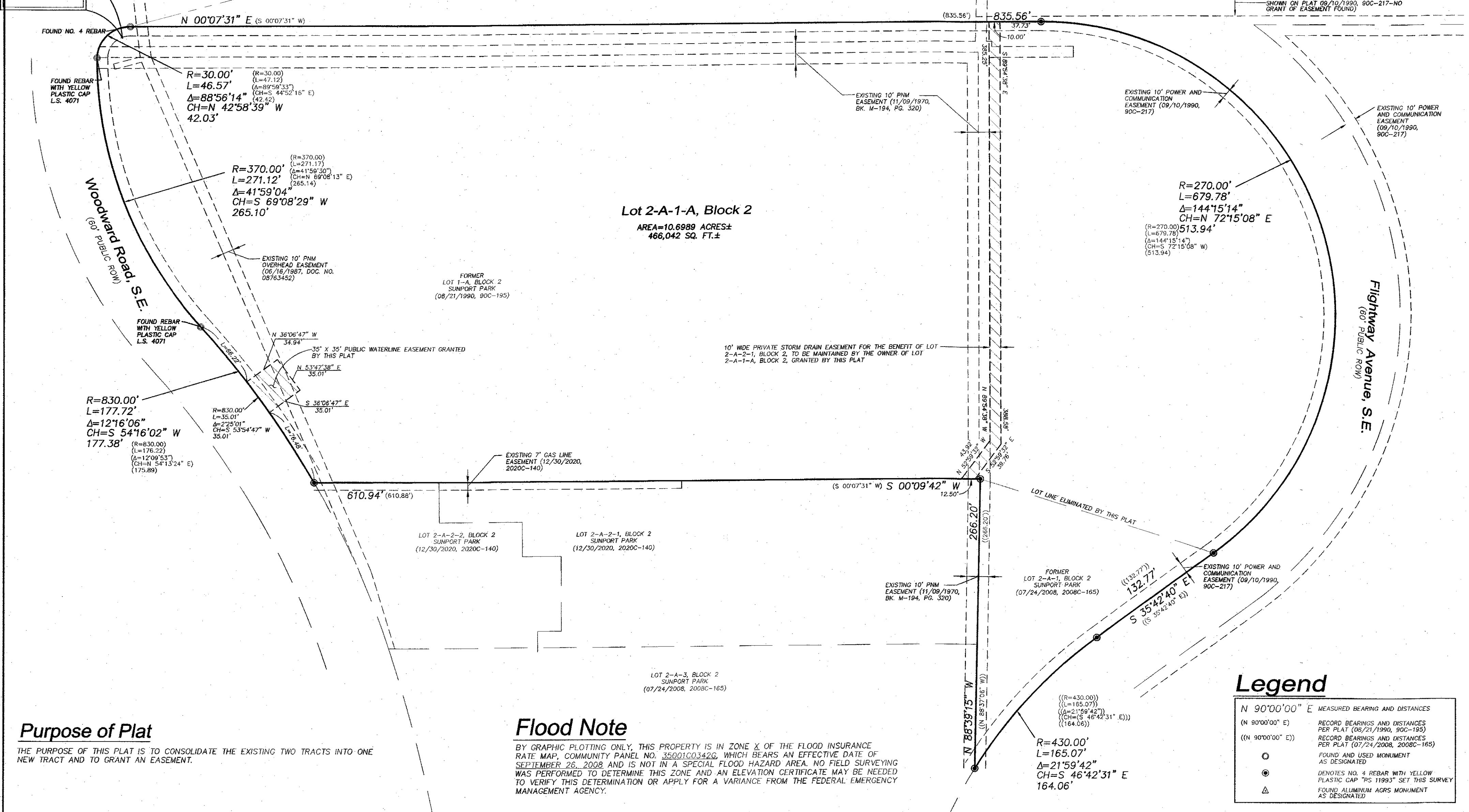
Plat of  
**Lot 2-A-1-A, Block 2**  
**Sunport Park**  
 Section 33, Township 10 North, Range 3 East, N.M.P.M.  
 Albuquerque, Bernalillo County, New Mexico  
 January 2022



A.G.R.S. MONUMENT "L25\_30"  
 STANDARD NMMSC BRASS DISC  
 (FOUND IN PLACE)  
 NEW MEXICO STATE PLANE COORDINATES  
 (CENTRAL ZONE-N.A.D. 1983)  
 N=1,477,335.008 US SURVEY FEET  
 E=1,524,161.952 US SURVEY FEET  
 PUBLISHED EL=5041.3 US SURVEY FT (NAVD 1988)  
 GROUND TO GRID FACTOR=0.999678244  
 DELTA ALPHA ANGLE=-0°13'23.37"

A.G.R.S. MONUMENT "13\_L14"  
 STANDARD C.O.A. ALUMINUM DISC  
 (FOUND IN PLACE)  
 NEW MEXICO STATE PLANE COORDINATES  
 (CENTRAL ZONE-N.A.D. 1983)  
 N=1,477,885.829 US SURVEY FEET  
 E=1,522,174.051 US SURVEY FEET  
 PUBLISHED EL=4970.901 US SURVEY FT (NAVD 1988)  
 GROUND TO GRID FACTOR=0.999682141  
 DELTA ALPHA ANGLE=-0°13'37.14"

Point of Beginning



**Lot 2-A-1-A, Block 2**  
 AREA=10.6989 ACRES±  
 466,042 SQ. FT.±

**Legend**

N 90°00'00" E MEASURED BEARING AND DISTANCES  
 (N 90°00'00" E) RECORD BEARINGS AND DISTANCES PER PLAT (08/21/1990, 90C-195)  
 ((N 90°00'00" E)) RECORD BEARINGS AND DISTANCES PER PLAT (07/24/2008, 2008C-165)

○ FOUND AND USED MONUMENT AS DESIGNATED  
 ● DENOTES NO. 4 REBAR WITH YELLOW PLASTIC CAP "RS 11993" SET THIS SURVEY  
 △ FOUND ALUMINUM AGRS MONUMENT AS DESIGNATED

**Flood Note**

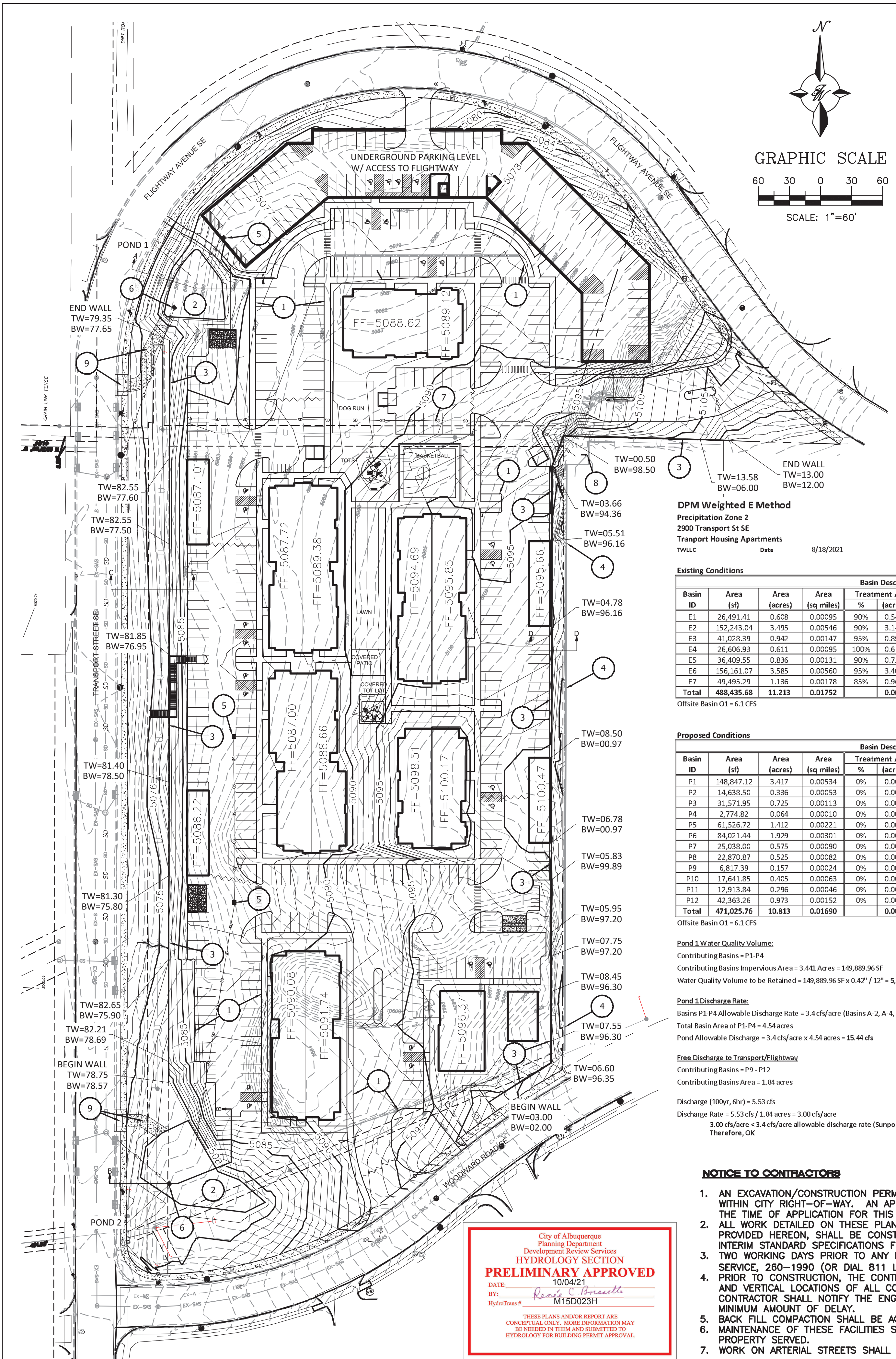
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 35001C0342G, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 26, 2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**Purpose of Plat**

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE THE EXISTING TWO TRACTS INTO ONE NEW TRACT AND TO GRANT AN EASEMENT.

COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				PROPERTY INFORMATION				PROJECT INFORMATION			
STATE PLANE ZONE: <b>NM-C</b>	GRID ASROUND COORDINATES: <b>GRID</b>	TYPE: <b>STANDARD</b>		LAND GRANT N/A				PROPERTY OWNER LOT 1-A: CONTRACTORS LEASING LLC LOT 2-A-1: LARRY P. GUTIERREZ					CREW/TECH: MT	DATE OF SURVEY 12/23/2020	
HORIZONTAL DATUM: NAD83	VERTICAL DATUM: NAVD88	ROTATION ANGLE: 0° 00' 00.00"	MATCHES DRAWING UNITS YES	SECTION 33	TOWNSHIP 10 NORTH	RANGE 3 EAST	MERIDIAN NMPM	SUBDIVISION NAME SUNPORT PARK					DRAWN BY: JK	CHECKED BY: LM	
CONTROL USED: ALBUQUERQUE GEODETIC REFERENCE SYSTEM				BASE POINT FOR SCALING AND/OR ROTATION: N = 0 E = 0	CITY ALBUQUERQUE	COUNTY BERNALILLO	STATE NM	UPC LOT 1-A: 101505514525430415 LOT 2-A-1: 101505519726930412					PSI-JOB NO. 204165P	SHEET NUMBER 2 OF 2	
COMBINED SCALE FACTOR: GRID TO GROUND: 1.0003199098 GROUND TO GRID: 0.9996801925				DISTANCE ANNOTATION: GROUND BEARING ANNOTATION: GRID	ELEVATION TRANSLATION: ELEVATIONS VALID: YES				OFFICE LOCATION: 9200 San Mateo Boulevard, NE Albuquerque, NM 87113 505.856.5700 PHONE 505.856.7900 FAX				PRECISION SURVEYS, INC.		





**KEYED NOTES**

- ① 6" CURB & GUTTER
- ② POND FOR STORMWATER DETENTION AND WQ RETENTION, POND SIDE SLOPES NEED TO BE STABILIZED WITH NATIVE GRASS SEED WITH AGGREGATE MULCH OR EQUAL (MUST SATISFY THE "FINAL STABILIZATION CRITERIA" CGP 2.2.14.b)
- ③ RETAINING WALLS
- ④ EXISTING RETAINING WALL @ PROPERTY LINE
- ⑤ DRAINAGE DROP INLET
- ⑥ RAISED POND OUTFALL FOR WQ RETENTION, SINGLE TYPE D GRATE
- ⑦ 12" HDPE FOR BASIN 01 DRAINAGE, CONNECT TO EX. HOTEL OUTFALL (6" PVC PIPES) AND DAYLIGHT THROUGH WEST PROPOSED RETAINING WALL. MIN. PIPE SLOPE=0.016 FT/FT
- ⑧ EX. HOTEL OUTFALL, 6" PVC PIPES STUBBED OUT OF WALL (x2)
- ⑨ 12'-WIDE MAINTENANCE RAMP AND DRIVEPAD PER COA 2425A FOR DRAINAGE POND (10:1 MAX SLOPE)

**LEGEND**

- CURB & GUTTER
- BOUNDARY LINE
- - - EASEMENT
- - - CENTERLINE
- - - RIGHT-OF-WAY
- ▭ BUILDING
- SIDEWALK
- SD — STORM DRAIN
- RETAINING WALL
- 5010 — CONTOUR MAJOR
- 5011 — CONTOUR MINOR
- x 5048.25 SPOT ELEVATION
- FLOW ARROW
- - - EXISTING CURB & GUTTER
- - - EXISTING BOUNDARY LINE
- - - 5010 — EXISTING CONTOUR MAJOR
- - - 5011 — EXISTING CONTOUR MINOR
- x 5048.25 EXISTING SPOT ELEVATION

**DPM Weighted E Method**

Precipitation Zone 2  
 2900 Transport St SE  
 Transport Housing Apartments  
 TWWLC Date 8/18/2021

Existing Conditions		Basin Descriptions				100-Year, 6-Hr			10-Year, 6-Hr							
Basin ID	Area (acres)	Area (sq miles)	Treatment A % (acres)	Treatment B % (acres)	Treatment C % (acres)	Treatment D % (acres)	Weighted E (in)	Volume (ac-ft)	Flow cfs	Weighted E (in)	Volume (ac-ft)	Flow cfs				
E1	26,491.41	0.608	0.00095	90%	0.547	10%	0.061	0%	0.000	0%	0.555	0.028	0.99	0.145	0.007	0.27
E2	152,243.04	3.495	0.00546	90%	3.146	10%	0.350	0%	0.000	0%	0.555	0.162	5.70	0.145	0.042	1.53
E3	41,028.39	0.942	0.00147	95%	0.895	5%	0.047	0%	0.000	0%	0.543	0.043	1.50	0.138	0.011	0.38
E4	26,606.93	0.611	0.00095	100%	0.611	0%	0.000	0%	0.000	0%	0.530	0.027	0.95	0.130	0.007	0.23
E5	36,409.55	0.836	0.00131	90%	0.752	10%	0.084	0%	0.000	0%	0.555	0.039	1.36	0.145	0.010	0.37
E6	156,161.07	3.585	0.00560	95%	3.406	5%	0.179	0%	0.000	0%	0.543	0.162	5.72	0.138	0.041	1.46
E7	49,495.29	1.136	0.00178	85%	0.966	15%	0.170	0%	0.000	0%	0.568	0.054	1.90	0.153	0.014	0.53
Total	488,435.68	11.213	0.01752		0.000	0.891	0.000	0.000	0.514	18.13	0.133	4.77				

Offsite Basin 01 = 6.1 CFS

Proposed Conditions		Basin Descriptions				100-Year, 6-Hr			10-Year, 6-Hr								
Basin ID	Area (acres)	Area (sq miles)	Treatment A % (acres)	Treatment B % (acres)	Treatment C % (acres)	Treatment D % (acres)	Weighted E (in)	Volume (ac-ft)	Flow cfs	Weighted E (in)	Volume (ac-ft)	Flow cfs					
P1	148,847.12	3.417	0.00534	0%	0.000	14%	0.478	7%	0.239	79%	2.699	1.863	0.531	14.53	1.134	0.323	9.34
P2	14,638.50	0.336	0.00053	0%	0.000	41%	0.138	0%	0.000	59%	0.198	1.571	0.044	1.25	0.905	0.025	0.75
P3	31,571.95	0.725	0.00113	0%	0.000	25%	0.181	0%	0.000	75%	0.544	1.785	0.108	2.97	1.075	0.065	1.88
P4	2,774.82	0.064	0.00010	0%	0.000	50%	0.032	50%	0.032	0%	0.000	0.955	0.005	0.17	0.400	0.002	0.08
P5	61,526.72	1.412	0.00221	0%	0.000	20%	0.353	0%	0.000	75%	1.059	1.785	0.210	5.78	1.075	0.127	3.66
P6	84,021.44	1.929	0.00301	0%	0.000	15%	0.289	5%	0.096	80%	1.543	1.870	0.301	8.22	1.140	0.183	5.29
P7	25,038.00	0.575	0.00090	0%	0.000	15%	0.086	10%	0.057	75%	0.431	1.820	0.087	2.40	1.099	0.053	1.53
P8	22,870.87	0.525	0.00082	0%	0.000	50%	0.263	50%	0.263	0%	0.000	0.955	0.042	1.42	0.400	0.018	0.70
P9	6,817.39	0.157	0.00024	0%	0.000	50%	0.078	50%	0.078	0%	0.000	0.955	0.012	0.42	0.400	0.005	0.21
P10	17,641.85	0.405	0.00063	0%	0.000	25%	0.101	75%	0.304	0%	0.000	1.043	0.035	1.18	0.460	0.016	0.62
P11	12,913.84	0.296	0.00046	0%	0.000	20%	0.059	70%	0.208	10%	0.030	1.159	0.029	0.93	0.554	0.014	0.50
P12	42,363.26	0.973	0.00152	0%	0.000	22%	0.214	70%	0.681	8%	0.078	1.132	0.092	2.99	0.533	0.043	1.61
Total	471,025.76	10.813	0.01690		0.000	2.273	0.000	0.582	1.495	42.27	0.873	26.18					

Offsite Basin 01 = 6.1 CFS

**Pond 1 Water Quality Volume:**  
 Contributing Basins = P1-P4  
 Contributing Basins Impervious Area = 3.441 Acres = 149,889.96 SF  
 Water Quality Volume to be Retained = 149,889.96 SF x 0.47" / 12" = 5,247 CF

**Pond 1 Discharge Rate:**  
 Basins P1-P4 Allowable Discharge Rate = 3.4 cfs/acre (Basins A-2, A-4, & A-5 of Sunport Park Master Plan)  
 Total Basin Area of P1-P4 = 4.54 acres  
 Pond Allowable Discharge = 3.4 cfs/acre x 4.54 acres = 15.44 cfs

**Free Discharge to Transport/Flightway**  
 Contributing Basins = P9-P12  
 Contributing Basins Area = 1.84 acres  
 Discharge (100yr, 6hr) = 5.53 cfs  
 Discharge Rate = 5.53 cfs / 1.84 acres = 3.00 cfs/acre  
 3.00 cfs/acre < 3.4 cfs/acre allowable discharge rate (Sunport Park Master Plan)  
 Therefore, OK

**Pond 2 Water Quality Volume:**  
 Contributing Basins = P5-P8  
 Contributing Basins Impervious Area = 3.034 Acres = 132,161.04 SF  
 Water Quality Volume to be Retained = 132,161.04 SF x 0.47" / 12" = 4,625 CF

**Pond 2 Discharge Rate:**  
 Basins P5-P8 Allowable Discharge Rate = 3.4 cfs/acre (Basin A-5 of Sunport Park Master Plan)  
 Basin P5 Area = 1.41 acres  
 Basin P5 Allowable Discharge = 3.4 cfs/acre x 1.41 acres = 4.79 cfs  
 Basin P6 (A-5) Allowable Discharge Rate = 3.4 cfs/acre (Basin A-5 of Sunport Park Master Plan)  
 Basin P6 (A-5) Area = 0.72 acres  
 Basin P6 (A-5) Allowable Discharge = 3.4 cfs/acre x 0.72 acres = 2.45 cfs  
 Basin P6 (A-9) Allowable Discharge Rate = 3.85 cfs/acre (Basin A-9 of Sunport Park Master Plan)  
 Basin P6 (A-9) Area = 2.31 acres  
 Basin P6 (A-9) Allowable Discharge = 3.85 cfs/acre x 2.31 acres = 8.89 cfs  
 Pond Allowable Discharge = 4.79 cfs + 2.45 cfs + 8.89 cfs = 16.13 cfs

**NOTICE TO CONTRACTORS**

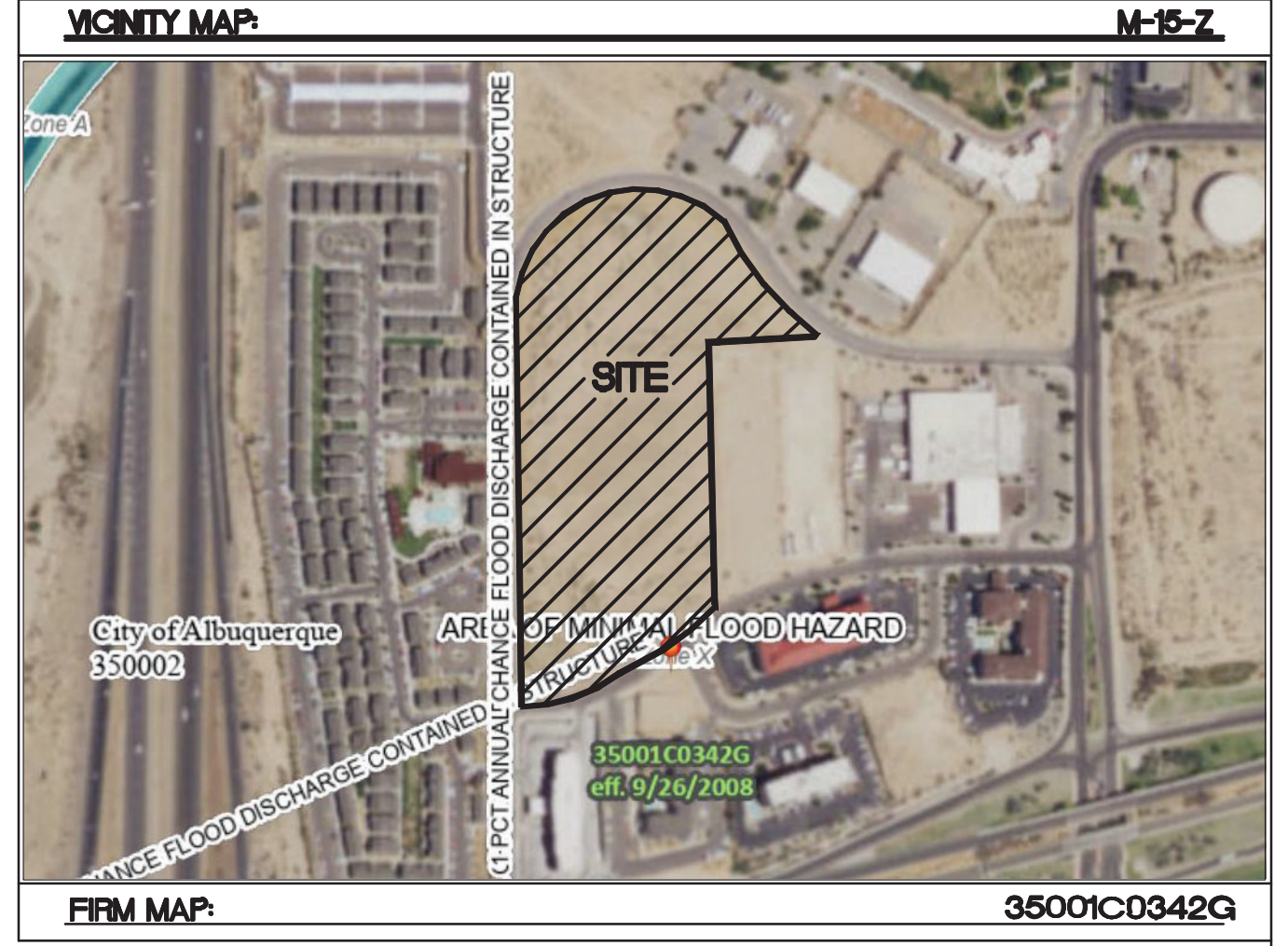
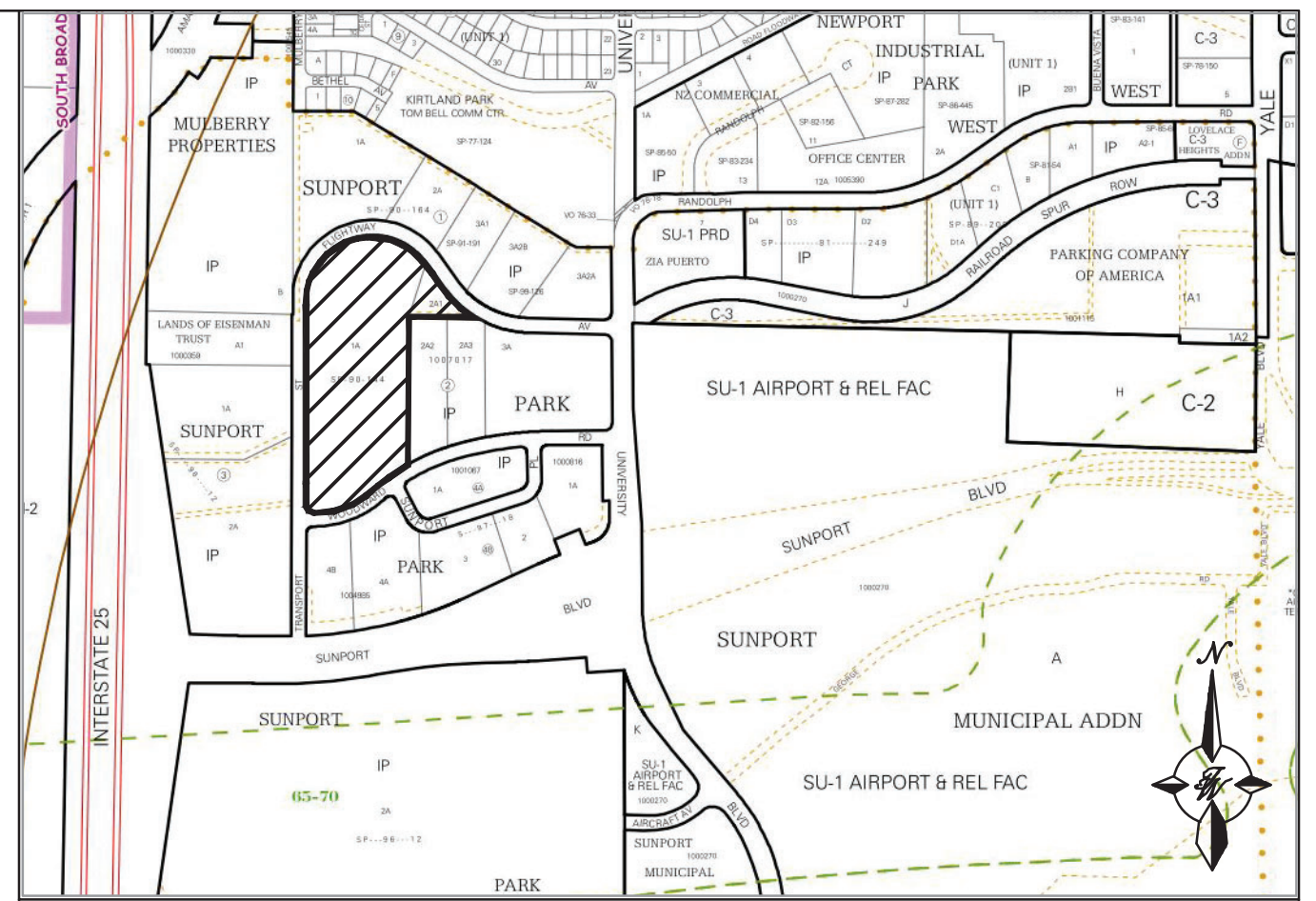
1. AN EXCAVATION/CONSTRUCTION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN CITY RIGHT-OF-WAY. AN APPROVED COPY OF THESE PLANS MUST BE SUBMITTED AT THE TIME OF APPLICATION FOR THIS PERMIT.
2. ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED, EXCEPT AS OTHERWISE STATED OR PROVIDED HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF ALBUQUERQUE INTERIM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1985.
3. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT LINE LOCATING SERVICE, 280-1990 (OR DIAL 811 LOCALLY), FOR LOCATION OF EXISTING UTILITIES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL CONSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
5. BACK FILL COMPACTION SHALL BE ACCORDING TO RESIDENTIAL STREET USE.
6. MAINTENANCE OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED.
7. WORK ON ARTERIAL STREETS SHALL BE PERFORMED ON A 24-HOUR BASIS.

**CAUTION:**

ALL EXISTING UTILITIES SHOWN WERE OBTAINED FROM RESEARCH, AS-BUILTS, SURVEYS OR INFORMATION PROVIDED BY OTHERS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO AND INCLUDING ANY EXCAVATION, TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS, PRIOR TO STARTING THE WORK. ANY CHANGES FROM THIS PLAN SHALL BE COORDINATED WITH AND APPROVED BY THE ENGINEER.

City of Albuquerque  
 Planning Department  
 Development Review Services  
**HYDROLOGY SECTION**  
**PRELIMINARY APPROVED**  
 DATE: 10/04/21  
 BY: Ronald R. Bohannan  
 Hydro # M150023H

THESE PLANS AND/OR REPORT ARE CONCEPTUAL ONLY. MORE INFORMATION MAY BE NEEDED IN THE FUTURE AND SUBMITTED TO HYDROLOGY FOR BUILDING PERMIT APPROVAL.



**EXISTING DRAINAGE:**  
 AS SHOWN BY THE VICINITY MAP, THIS SITE IS BOUNDED BY WOODWARD ROAD TO THE SOUTH, TRANSPORT STREET TO THE WEST, FLIGHTWAY AVENUE TO THE NORTH AND A RETAINING WALL TO THE EAST THAT HOLDS THE ADJACENT COMFORT SUITES HOTEL SITE ABOVE THIS PROPERTY. THE SITE CONSISTS OF TWO LOTS, WHICH WILL BE REPLANTED TO BE COMBINED INTO ONE LOT. LOT 1-A, BLOCK 2, SUNPORT PARK IS THE LARGER PARCEL CONSISTING OF 10.1 ACRES. THE SMALLER PARCEL IS LOT 2-A-1, BLOCK 2, SUNPORT PARK AND CONSISTS OF 0.69 ACRES. THE TOTAL OF THE TWO LOTS TO BE COMBINED IS 10.69 ACRES. SHOWN BY THE FEMA FIRM MAP, THE SITE DOES NOT LIE WITHIN ANY FLOODPLAIN.

THE SITE IS CURRENTLY UNDEVELOPED AND CONSISTS OF DRAINAGE FLOW FROM EAST TO WEST TOWARDS TRANSPORT STREET. THE GROUND COVER CONSISTS OF NATIVE GRASSES AND WEEDS AND IS RELATIVELY STEEP, WITH SLOPES RANGING BETWEEN 10% TO 20% AND WITH SOME AREAS EXCEEDING 20%. THERE ARE UPLAND OFFSITE FLOWS FROM BASIN 01 THAT PASS THROUGH THE SITE FROM THE HOTEL DIRECTLY TO THE EAST. BASIN 01 OUTFALLS ONTO THE SITE VIA TWO 6" PVC PIPES PENETRATED THROUGH AN EXISTING RETAINING WALL SEPARATING BOTH SITES. BASINS E1 THROUGH E6 CONVEY RUNOFF TO THE EXISTING STORM DRAIN CURB INLETS ALONG THE EAST SIDE OF TRANSPORT STREET. BASIN E7 CAPTURES AND RETAINS FLOWS ONSITE, AS THIS BASIN CONTAINS A LOW POINT THAT DOES NOT ALLOW FLOWS TO MAKE ITS WAY TO THE TRANSPORT STREET STORM DRAIN SYSTEM.

THE SITE LIES WITHIN A MASTER DRAINAGE PLAN KNOWN AS SUNPORT PARK - PHASE 1 DATED 12/6/1996 (HYDROLOGY FILE M15-0023). PER THIS DRAINAGE MASTER PLAN, THE SITE LIES WITHIN BASINS A-4, A-5, A-9, AND A SMALL PORTION OF A-2 WITH ALL OF THESE BASINS INTENDED TO DISCHARGE INTO THE TRANSPORT STREET STORM DRAIN. DRAINAGE BASINS A-2, A-4, AND A-5 ALLOW A 100-YR, 6-HR DISCHARGE RATE OF 3.4 CFS/ACRE WHILE BASIN A-9 ALLOWS A DISCHARGE RATE OF 3.85 CFS/ACRE.

**PROPOSED DRAINAGE:**  
 THE PROPOSED DEVELOPMENT WILL BE AN APARTMENT COMPLEX WITH 7 3-STORY RESIDENT BUILDINGS, 4 GARAGE BUILDINGS, A CLUBHOUSE AND VARIOUS TYPICAL APARTMENT AMENITIES. DUE TO STEEP EXISTING GRADES OF THE SITE, THERE WILL BE NEW RETAINING WALLS ALONG THE EAST AND WEST PROPERTY LINES. THE SITE WILL PREDOMINANTLY DRAIN TOWARDS POND 1 (NW QUADRANT OF PROPERTY) AND POND 2 (SW QUADRANT OF PROPERTY). BASINS P1-P3 WILL DRAIN VIA SURFACE FLOW TOWARDS BASIN P4, WHICH IS POND 1. BASINS P5-P7 WILL DRAIN VIA A COMBINATION OF SURFACE FLOW AND ONSITE STORM DRAIN TOWARDS BASIN P8, WHICH IS POND 2. EACH POND WILL HAVE RAISED OUTFALLS FOR RETAINING THE REQUIRED WATER QUALITY VOLUME FROM THEIR RESPECTIVE CONTRIBUTING BASINS. THESE OUTFALLS IN THESE PONDS WILL CONNECT TO THE BACK OF THE EXISTING CURB INLETS ALONG THE EAST SIDE OF TRANSPORT STREET.

PROPOSED BASINS P1-P4 FALL WITHIN THE MASTER PLAN DRAINAGE BASINS OF A-2, A-4, & A-5. THESE MASTER PLAN BASINS ALL HAVE AN ALLOWABLE DISCHARGE RATE 3.4 CFS/ACRE, SO POND 1 WILL BE LIMITED TO DISCHARGE AT THIS RATE WITH AN ALLOWABLE TOTAL DISCHARGE OF 15.44 CFS.

PROPOSED BASINS P5-P8 FALL WITHIN THE MASTER PLAN DRAINAGE BASINS OF A-5 & A-9, WHICH EACH HAVE AN ALLOWABLE DISCHARGE RATE OF 3.4 CFS/ACRE AND 3.85 CFS/ACRE, RESPECTIVELY. PROPOSED BASIN P5 FOLLOWS 3.4 CFS/ACRE, BASINS P7 AND P8 FOLLOWS 3.85 CFS/ACRE, AND BASIN P6 FOLLOWS BOTH 3.4 AND 3.85 CFS/ACRE SINCE THIS AREA IS SPLIT BETWEEN THE MASTER PLAN BASINS MENTIONED. POND 2 THEREFORE, WILL HAVE ALLOWABLE DISCHARGE OF 16.13 CFS. HYDROLOGY CALCS FOR THESE DETERMINED DISCHARGES CAN BE FOUND ON THIS SHEET.

THE REMAINING DRAINAGE BASINS P9-P12 CONSIST OF THE SLOPE THE AREAS ALONG THE STREET-FRONTED PERIMETER OF THE PROPERTY. THESE BASINS ARE NOT IMPERVIOUS EXCEPT FOR THE DRIVEWAYS, WHICH ARE SLOPED TO CREATE WATER BLOCKS BETWEEN THE STREET DRAINAGE AND PRIVATE DRAINAGE. THESE BASINS WILL ALSO CONVEY FLOW TO THE EXISTING CURB INLETS IN TRANSPORT STREET VIA FREE DISCHARGE. THIS FREE DISCHARGE AMOUNT WORKS OUT TO BE 3.00 CFS/ACRE, WHICH IS LESS THAN THE ALLOWABLE 3.4 AND 3.85 CFS/ACRE RATES IN THE MASTER PLAN, THEREFORE THESE BASINS WILL BE ALLOWED TO FREE DISCHARGE TO TRANSPORT STREET AND FLIGHTWAY AVENUE.

THE NORTHERNMOST RESIDENT BUILDING ALONG FLIGHTWAY AVENUE WILL INCLUDE AN UNDERGROUND PARKING STRUCTURE, WITH VEHICLE INGRESS/EGRESS TO THE STRUCTURE COMING FROM FLIGHTWAY AVENUE. THE FIRST FLOOR ABOVE THIS STRUCTURE WILL BE AT GRADE WITH THE ONSITE PARKING/DRIVE AISLE DIRECTLY SOUTH OF THE BUILDING. THE PARKING STRUCTURE WILL HAVE SOME SIGHT GRADE FROM EAST TO WEST FOR POSITIVE DRAINAGE ASSURANCE, WITH A DRAINAGE INLET PLACED AT THE WESTERN EDGE OF THE PARKING STRUCTURE, HOWEVER THERE IS NOT AN ANTICIPATED LARGE AMOUNT OF RUNOFF WITHIN THE STRUCTURE DUE TO A RAINFALL FROM A STORM EVENT BEING CAPTURED ON THE ROOF ABOVE AND ALREADY BEING ACCOUNTED FOR IN BASIN P1.

THE TOTAL 100-YR 6-HR FLOW FOR THE ENTIRE SITE IS 42.27 CFS OVER 10.813 ACRES. FOLLOWING THE ALLOWABLE DISCHARGE RATES BETWEEN BOTH PONDS AND THE FREE DISCHARGE AREAS ALONG FLIGHTWAY AND TRANSPORT, THE FULLY DEVELOPED SITE WILL DISCHARGE TO THE TRANSPORT STORM DRAIN SYSTEM AT 37.10 CFS. THIS AVERAGES OUT TO 3.43 CFS/ACRE FOR THE TOTAL DEVELOPED SITE.

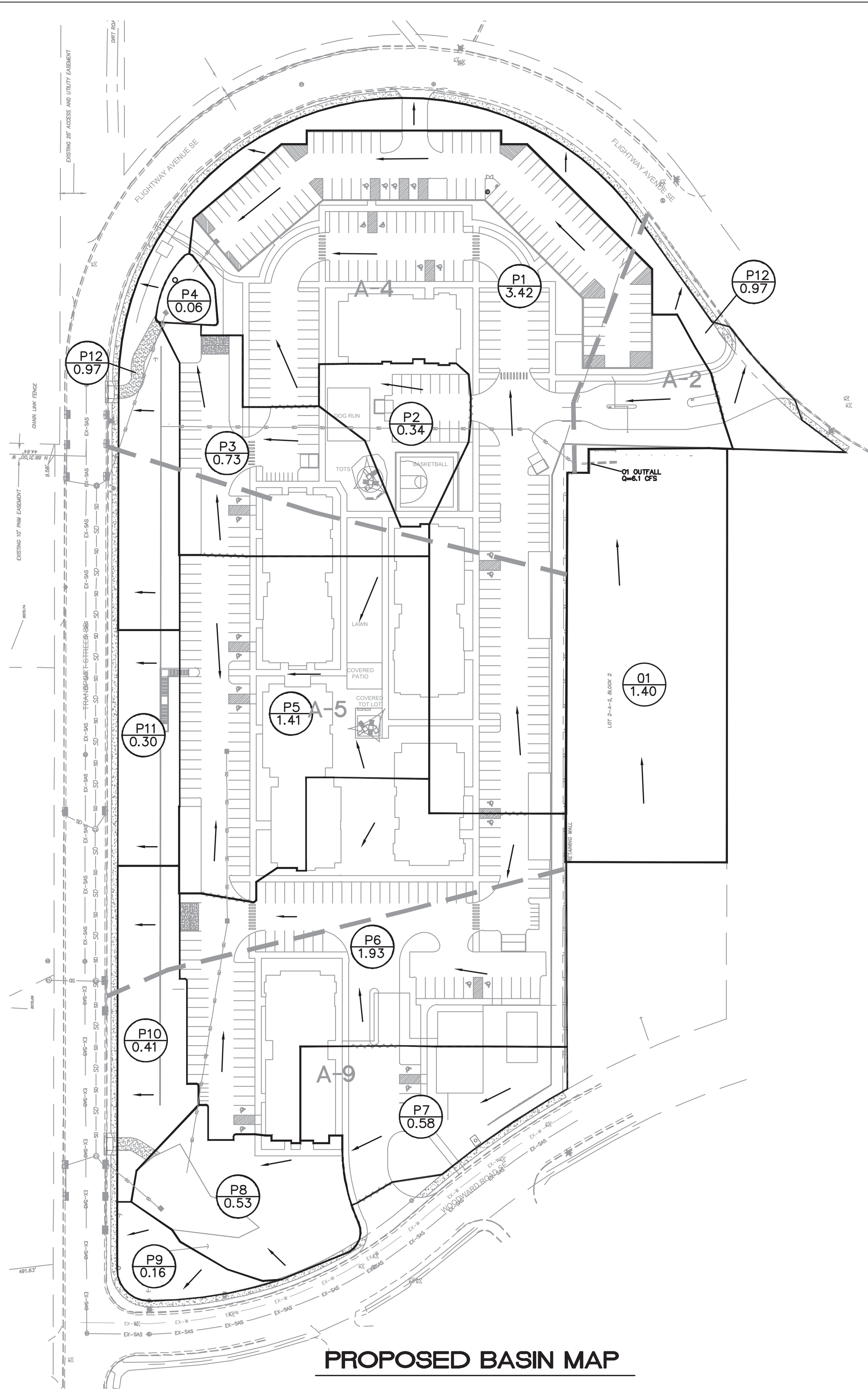
**PRELIMINARY - NOT FOR CONSTRUCTION**

ENGINEER'S SEAL	TRANSPORT HOUSING	DRAWN BY
RONALD R. BOHANNAN NEW MEXICO PROFESSIONAL ENGINEER 7868	TRANSPORT ST & FLIGHTWAY AVE	BF
	CONCEPTUAL GRADING & DRAINAGE PLAN	DATE
		8/3/2021
		2020072-GRB
		SHEET #
		<b>C2.1</b>
		JOB #
		2020072

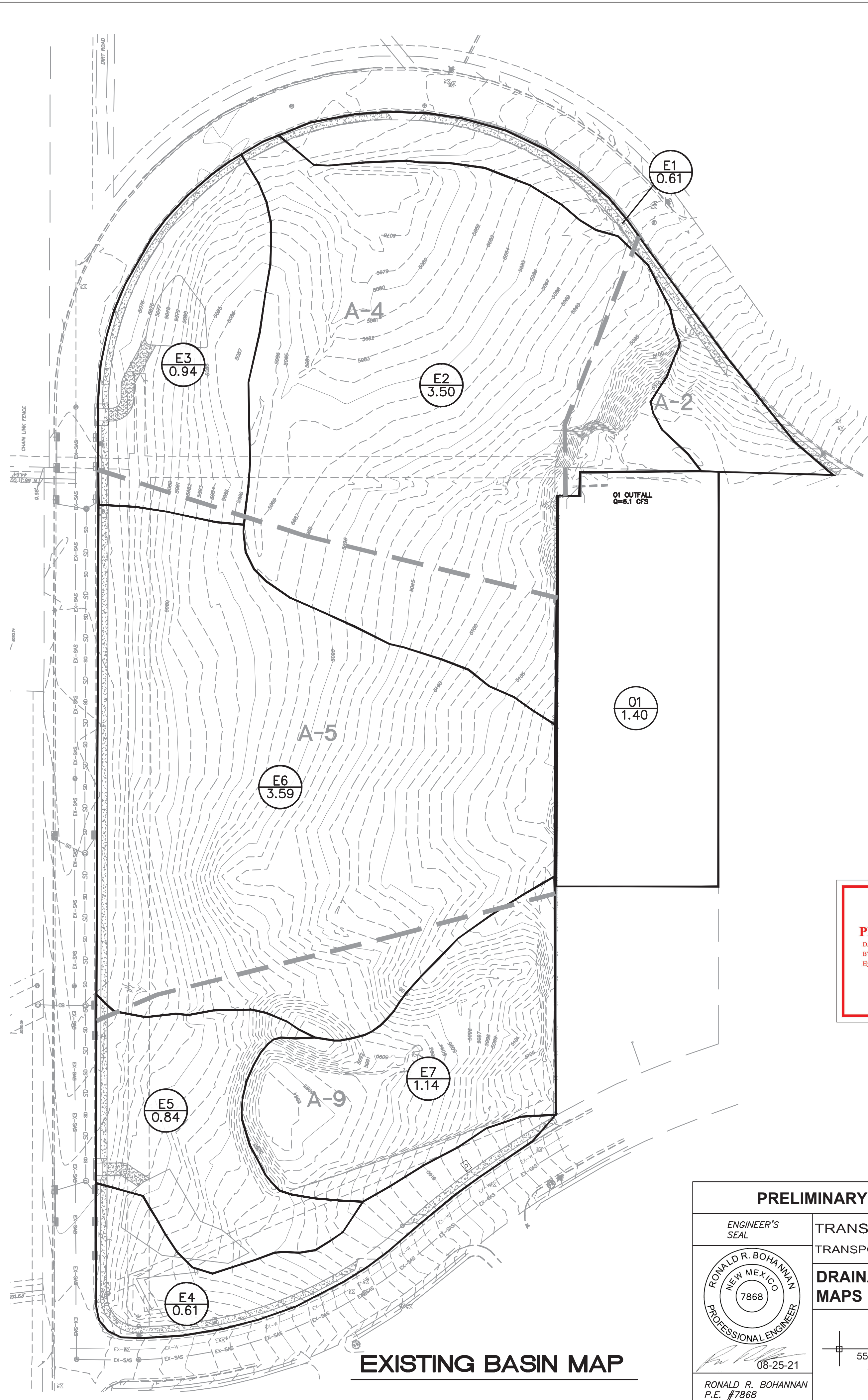
TERRA WEST, LLC  
 5571 MIDWAY PARK PLACE NE  
 ALBUQUERQUE, NM 87109  
 (505) 858-3100  
 www.tierawestllc.com

RONALD R. BOHANNAN  
 P.E. #7868







**PROPOSED BASIN MAP**



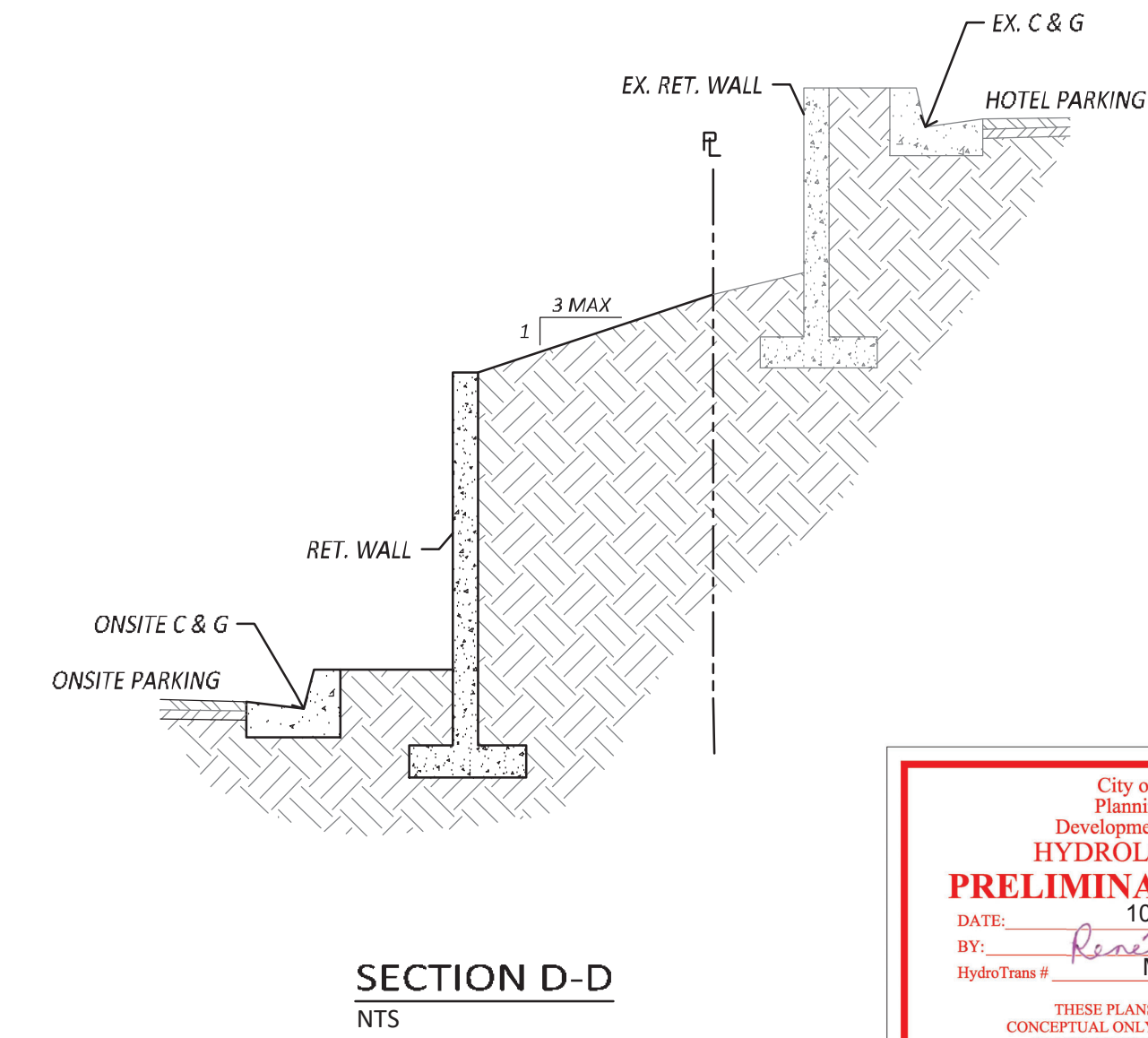
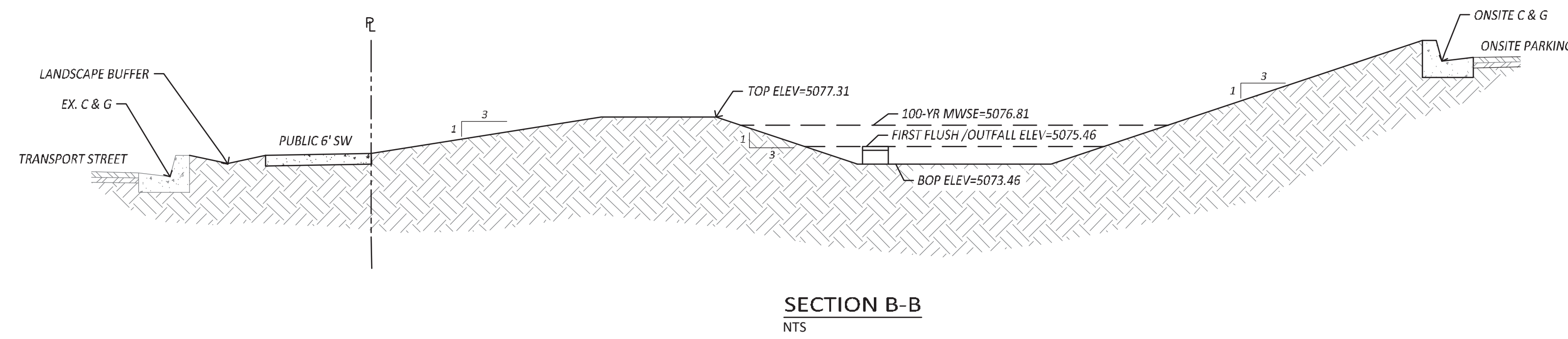
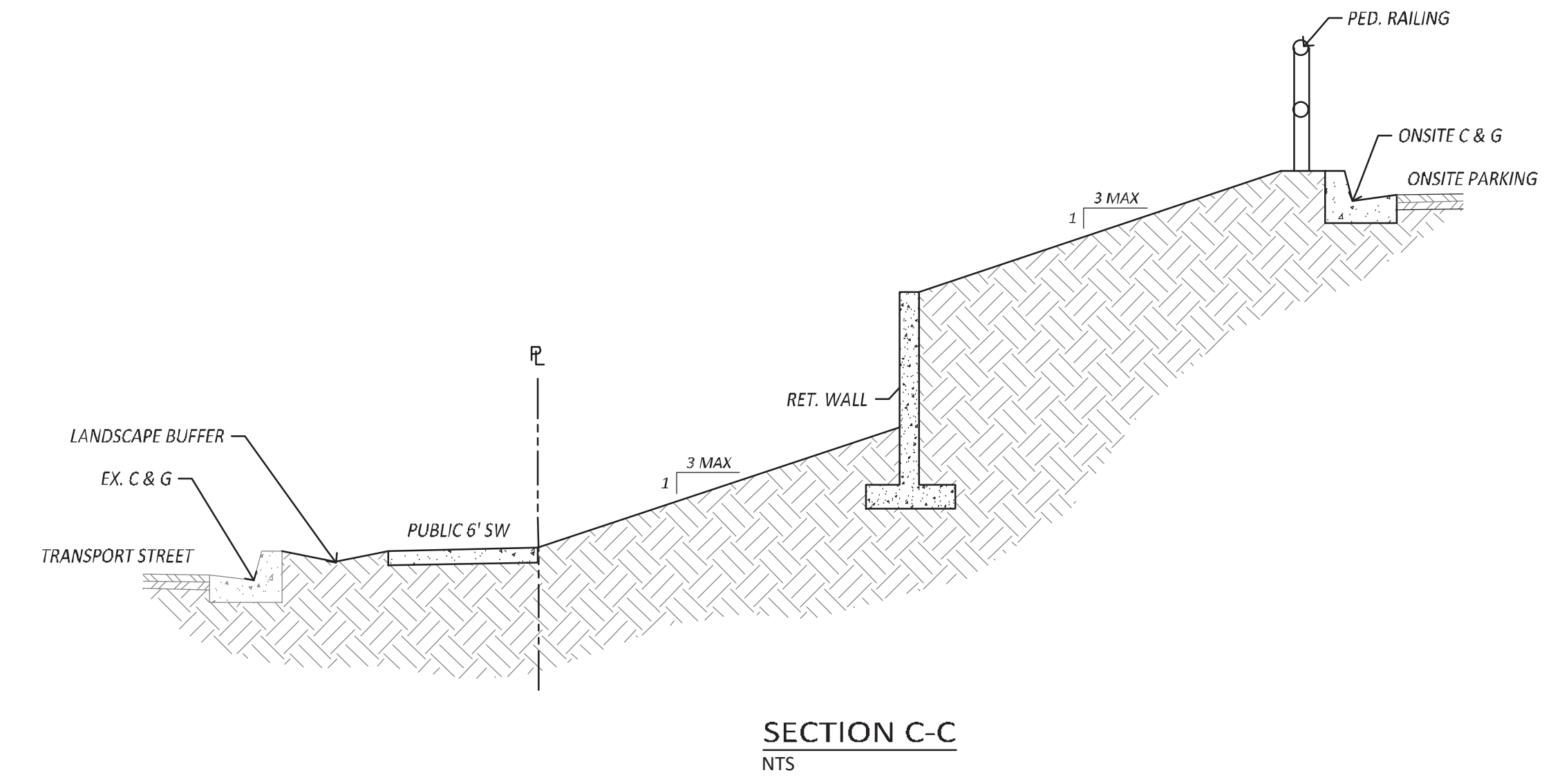
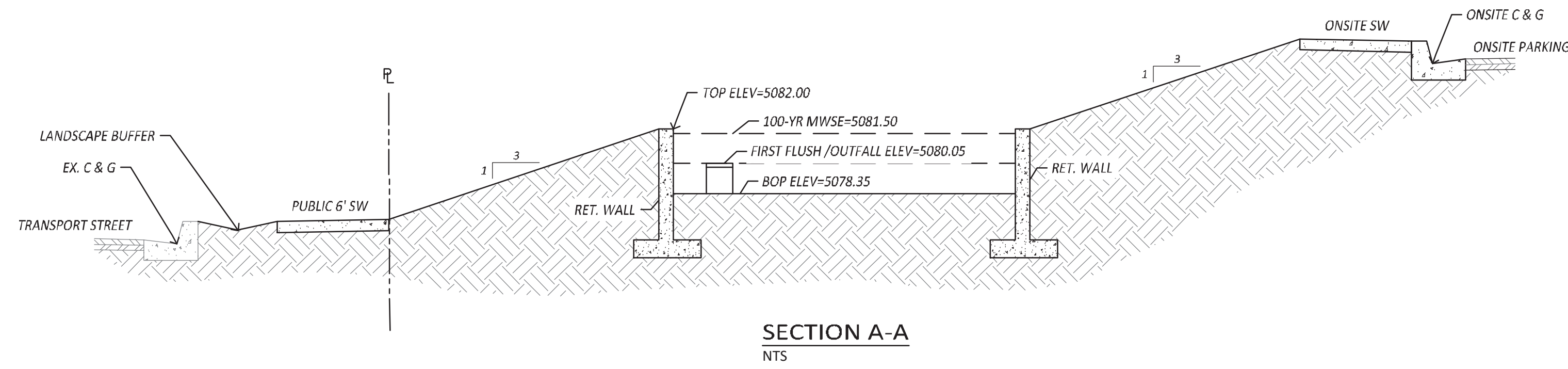
**EXISTING BASIN MAP**

City of Albuquerque  
 Planning Department  
 Development Review Services  
**HYDROLOGY SECTION**  
**PRELIMINARY APPROVED**  
 DATE: 10/04/21  
 BY: *Ronald R. Bohannon*  
 HydroTrans # M150023H

THESE PLANS AND/OR REPORT ARE  
 CONCEPTUAL ONLY. MORE INFORMATION MAY  
 BE NEEDED IN THEM AND SUBMITTED TO  
 HYDROLOGY FOR BUILDING PERMIT APPROVAL.


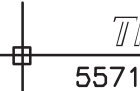
<b>PRELIMINARY - NOT FOR CONSTRUCTION</b>		
ENGINEER'S SEAL	TRANSPORT HOUSING	DRAWN BY BF
 RONALD R. BOHANNAN P.E. #7868	TRANSPORT ST & FLIGHTWAY AVE	DATE 8/3/2021
	<b>DRAINAGE BASIN MAPS</b>	2020072_GRB
		SHEET # <b>C2.2</b>
	 <b>TERRA WEST, LLC</b> 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.terrawestllc.com	JOB # 2020072





City of Albuquerque  
 Planning Department  
 Development Review Services  
 HYDROLOGY SECTION  
**PRELIMINARY APPROVED**  
 DATE: 10/04/21  
 BY: *Ronald R. Bohannon*  
 HydroTrans # M15D023H

THESE PLANS AND/OR REPORT ARE  
 CONCEPTUAL ONLY. MORE INFORMATION MAY  
 BE NEEDED IN THEM AND SUBMITTED TO  
 HYDROLOGY FOR BUILDING PERMIT APPROVAL.

PRELIMINARY - NOT FOR CONSTRUCTION		
ENGINEER'S SEAL	TRANSPORT HOUSING	DRAWN BY BF
 RONALD R. BOHANNAN P.E. #7868	TRANSPORT ST & FLIGHTWAY AVE	DATE 8/3/2021
	<b>POND CROSS SECTIONS</b>	
08-25-21	 <b>TERRA WEST, LLC</b> 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrowestllc.com	2020072_GRB
		SHEET # <b>C2.3</b>
		JOB # 2020072



Nearest Major Streets: \_\_\_\_\_

No. of Lots: \_\_\_\_\_

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

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

THIS AGREEMENT is made this (Date) 14 December 20 21, 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 **The View @ Sunport LLC** ("Developer"), a **NM Limited Liability Company**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] , whose email is **CornerstoneCapital@comcast.net**, whose address is 6509 Coors Blvd NW, Suite G (City) Albuquerque, (State) NM (Zip Code) 87120 and whose telephone number is **505-250-4697**, 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:] **LOT 1A BLK 2 SUNPORT PARK REPL OF LTS 1, 2, 3, BLK 2, LT 2-A-1 BLK 2 PLAT OF LOTS 2-A-1, 2-A-2 & 2-A-3 BLK 2 SUNPORT PARK** recorded on **July 24, 2008**, attached, pages **1** through **1**, as Document No. **2008083348** 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:] **The View @Sunport, LLC** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Lot 2-A-1-A, Block 2 Sunport Park** 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 **October 6, 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. **795664**.

Doc# 2021146765

12/17/2021 09:34 AM Page: 1 of 16  
SAGRE R:\$25.00 Linda Stover, Bernalillo County



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 Surveys Inc.**, and construction surveying of the private Improvements shall be performed by **Cartesian Surveys 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 Consultants Inc.**, and field testing of the private Improvements shall be performed by **Terracon Consultants 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 Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

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

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the

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

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

Type of Financial Guaranty: **Surety Bond No. CNB-39868-00**

Amount: **\$201,628.56**

Name of Financial Institution or Surety providing Guaranty:

**Insurors Indemnity Companies**

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

**October 6, 2023**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **December 7, 2023**

Additional information: \_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

DEVELOPER: The View @ Sunport LLC

By [Signature]: [Signature]

Name [Print]: Peter J Gineris

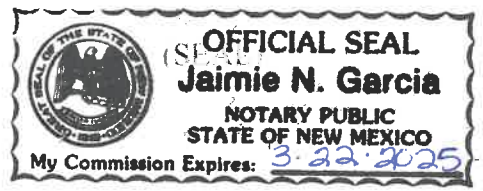
Title: Managing member

Dated: 12-7-21

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 7<sup>th</sup> day of December, 2021, by  
[name of person:] Peter Gineris, [title or capacity, for instance,  
"President" or "Owner":] Managing Member of  
[Developer:] The View @ Sunport LLC.



[Signature]  
Notary Public

My Commission Expires: 3-22-2025

CITY OF ALBUQUERQUE:

By: Shahab Biazar <sup>DocuSigned by:</sup> DS  
km  
Shahab Biazar, P.E., City Engineer

Dated: 12/14/2021 | 10:25 AM MST

CITY'S NOTARY

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

This instrument was acknowledged before me on this 14<sup>th</sup> day of December, 2021,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.



[Signature]  
Notary Public  
My Commission Expires: June 26, 2024

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

October 22, 2021

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 795664 Transport Apartments

Requested By: Vinny Perea

Approved Estimate Amount: \$ 125,169.56

Contingency Amount: 10.00% \$ 12,516.96

Subtotal: \$ 137,686.52

PO Box 1293

NMGRT: 7.875% \$ 10,842.81

Subtotal: \$ 148,529.33

Albuquerque

Engineering Fee: 6.60% \$ 9,802.94

NM 87103

Testing Fee: 2.00% \$ 2,970.59

Subtotal: \$ 161,302.85

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 201,628.56

APPROVAL:

  
\_\_\_\_\_

DATE:

Oct. 22, 2021

Notes: Plans not yet approved.



**FIGURE 16**  
**INFRASTRUCTURE BOND**  
**(Procedure B)**

Bond No. [Surety's No:] CNB-39868-00

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] The View @ Sunport LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] New Mexico Limited Liability Company as "Principal", and [name of surety:] Insurors Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Texas and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] Two Hundred One Thousand Six Hundred Twenty-Eight Dollars and Fifty-Six Cents Dollars, ([amount in figures:] \$ 201,628.56), 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 of and/or is interested in or is developing land and premises known as [name of Developer's Property:] LOT 1A BLK 2 SUNPORT PARK REPL OF LTS 1,2,3, BLK 2, LT 2-A-1 BLK 2 PLAT OF LOTS 2-A-1, 2-A-2 & 2-A-3 BLK 2 SUNPORT PARK ("Developer's Property"), City Project No. 795664; and

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

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]  
Transport Apartments sidewalk Along Frontage, Driveway Plus ADA Ramps for Parking Structure Access Driveway for Drainage Pond Maintenance, Replace 30mph Speed Limit Sign w/25mph Speed Limit Sign ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] The View @ Sunport, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on 17 December, 20 21 as Document Number 2021146765, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] CNB-39868-00

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] October 6th, 20 23 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

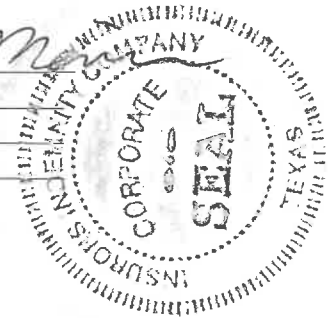
IN WITNESS WHEREOF, this bond has been executed 2nd day of December, 2021.

**DEVELOPER**

The View @ Sunport LLC  
By [signature:] [Signature]  
Name: Peter Boneris  
Title: MANAGING MEMBER  
Dated: 12-2-21

**SURETY**

Insurors Indemnity Company  
By [signature:] [Signature]  
Name: Joseph A Menicucci  
Title: Attorney-In-Fact  
Dated: 12/02/2021



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

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY  
Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number:** CNB-39868-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Joseph A. Menicucci of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

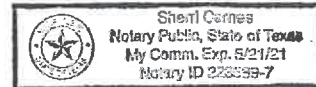
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

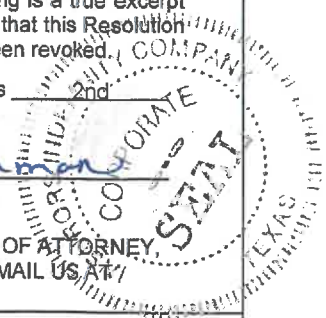
RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 2nd day of December, 2021.

Tammy Tieperman  
Tammy Tieperman, Secretary



NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).



Phone: 877 816 2800 | PO Box 32577  
Waco, Texas 76703-4200

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577  
Waco, TX 76703-4200  
O  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Current DRC  
Project Number: \_\_\_\_\_

FIGURE 12

**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

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

Date Submitted: \_\_\_\_\_  
Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: \_\_\_\_\_  
DRB Project No.: \_\_\_\_\_  
DRB Application No.: \_\_\_\_\_

**LOT 2-A-1-A, BLOCK 2 SUNPORT PARK  
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN  
LOT 1-A BLOCK 2 SUNPORT PARK REPLAT OF LOTS 1, 2 & 3 BLOCK 2 AND  
LOT 2-A-1 BLOCK 2 PLAT OF LOTS 2-A-1, 2-A-2 & 2-A-3 BLOCK 2 SUNPORT PARK  
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 unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.I.E.	City Cnst Engineer
		6' - Wide	Sidewalk Along Frontage	N. Side of Woodward Rd	498' East of Transport St.	Woodward/Transport Intersection	/	/	/
		6' - Wide	Sidewalk Along Frontage	E. Side of Transport St/ S. side of Flightway Ave.	Woodward/Transport Intersection	570' East of University Blvd	/	/	/
		No Parking Sign - For Clear Sight Distance Purposes	No Parking Sign - For Clear Sight Distance Purposes	N. Side of Woodward Rd	390' West of Transport St.	Transport St.	/	/	/
		48' - Wide	Driveway Plus ADA Ramps	S. Side of Flightway Ave.	641' West of University Blvd	739' West of University Blvd	/	/	/
		24' - Wide	Driveway Plus ADA Ramps for Parking Structure Access	S. Side of Flightway Ave.	1,098' West of University Blvd	58' West of University Blvd	/	/	/
		35' - Wide	Driveway Plus ADA Ramps for Parking Structure Access	N. Side of Woodward Rd.	244' East of Transport Rd.	103' East of Transport Rd.	/	/	/
		20'-Wide	Driveway for Drainage Pond Maintenance	E. Side of Transport St.	857' North of Woodward Rd.	877' North of Woodward Rd.	/	/	/
		20'-Wide	Driveway for Drainage Pond Maintenance	E. Side of Transport St.	148' North of Woodward Rd.	168' North of Woodward Rd.	/	/	/
		Replace 30mph Speed Limit Sign w/ 25mph Speed Limit Sign	Replace 30mph Speed Limit Sign w/ 25mph Speed Limit Sign	S. Side of Flightway Ave.	1133' West of University Blvd	University Blvd	/	/	/



Financially Guaranteed DRC # <input style="width: 80px; height: 20px;" type="text"/>	Constructed Under DRC # <input style="width: 80px; height: 20px;" type="text"/>	Type of Improvement  Replace 30mph Speed Limit Sign w/ 25mph Speed Limit Sign	Location  N. Side of Flightway Ave.  353' West of University Blvd	From  To	Construction Certification <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Inspector</td> <td style="width:50%;">City Crnst Engineer</td> </tr> <tr> <td style="text-align: center;">/</td> <td style="text-align: center;">/</td> </tr> <tr> <td style="text-align: center;">/</td> <td style="text-align: center;">/</td> </tr> </table>	Inspector	City Crnst Engineer	/	/	/	/
Inspector	City Crnst Engineer										
/	/										
/	/										
Size			Approval of Creditable Items:								
Impact Fee Administrator Signature			City User Dept. Signature								
Date			Date								




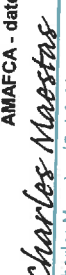
**NOTES**

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.  
 Street lights per City requirements.

1 Pond Slopes: Native Grass Seed with Aggregate Mulch or equal (Must satisfy the "Final Stabilization Criteria" CGP 2.2.14.b)

2 The property owner/developer must continue self-inspections and BMP maintenance until the EPA's Final Stabilization Criteria is satisfied and approved by the City Stormwater Quality Section [Code § 14-5-2-11(C)(1)]

3

<b>AGENT / OWNER</b>	<b>DEVELOPMENT REVIEW BOARD MEMBER APPROVALS</b>			
Vinny Perea	DRB CHAIR - date	Oct 6, 2021	PARKS & RECREATION - date	Oct 6, 2021
NAME (print)				
Tierra West, LLC	Jeanne Wolfenbarger	Oct 6, 2021	Charles Maestas	Oct 6, 2021
FIRM	TRANSPORTATION DEVELOPMENT - date	Oct 6, 2021	AMAFCA - date	Oct 6, 2021
9/30/21				
SIGNATURE - date	Blaine Carter	Oct 6, 2021	CODE ENFORCEMENT - date	-
	UTILITY DEVELOPMENT - date	Oct 6, 2021	-	-
	Ernest Amnijo	Oct 6, 2021	-	-
	CITY ENGINEER - date	-	-	-
<b>DESIGN REVIEW COMMITTEE REVISIONS</b>				
REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER