



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

MISCELLANEOUS APPLICATIONS		<input checked="" type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)
<input type="checkbox"/> Site Plan Administrative DFT (Forms SP & P2)	PRE-APPLICATIONS	
<input type="checkbox"/> Final EPC Sign-off for Master Development/Site Plans - EPC (Form P2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S3)	
<input type="checkbox"/> Infrastructure List or Amendment to Infrastructure List (Form S3)	<input type="checkbox"/> Sketch Plan Review and Comment (Form S3)	
<input type="checkbox"/> Temporary Deferral of S/W (Form S3)	APPEAL	
<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form S3)	<input type="checkbox"/> Decision of Site Plan Administrative DFT (Form A)	
BRIEF DESCRIPTION OF REQUEST		
1st IIA extension for CPN 393588		
APPLICATION INFORMATION		
Applicant/Owner: SC3 Development		Phone: (505)681-9932
Address: 4020 Vassar Dr. NE, Suite H		Email: steve@sc3intl.com
City: Albuquerque	State: NM	Zip: 87107
Professional/Agent (if any): Bohannon Huston, Inc. (Michael Balaskovits, PE)		Phone: (505)823-1000
Address: 7500 Jefferson St. NE		Email: mbalaskovits@bhinc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site:	List <u>all</u> owners:	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Tracts 1 thru 3	Block:	Unit:
Subdivision/Addition: Mesa del Sol Innovation Park II	MRGCD Map No.:	UPC Code: 101605133522440402
Zone Atlas Page(s): R-16-Z	Existing Zoning: PC	Proposed Zoning PC
# of Existing Lots: N/A	# of Proposed Lots: N/A	Total Area of Site (Acres): 130.314
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: University Blvd SE ABQ	Between: Eastman Crossing Ave	and: University Blvd SE
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
PR-2019-002964, PR-2020-004180, PR-2021-005573, PR-2021-005684, PR-2022-007805, and PR-2023-008498		
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: March 13, 2024
Printed Name: Michael Balaskovits, PE		<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM S3: ADMINISTRATIVE APPLICATIONS – Development Facilitation Team (DFT) as of 12/25/2022 **AMENDMENT TO INFRASTRUCTURE LIST**

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.*

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Proposed Amended Infrastructure List
- ___ 6) Original Infrastructure List

 TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.*

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) A scale drawing showing the location of the deferred sidewalk with appropriate dimensions

 EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.*

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled

- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Letter describing, explaining, and justifying the deferral or extension
- ___ 6) Drawing showing the sidewalks subject to the proposed deferral or extension

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

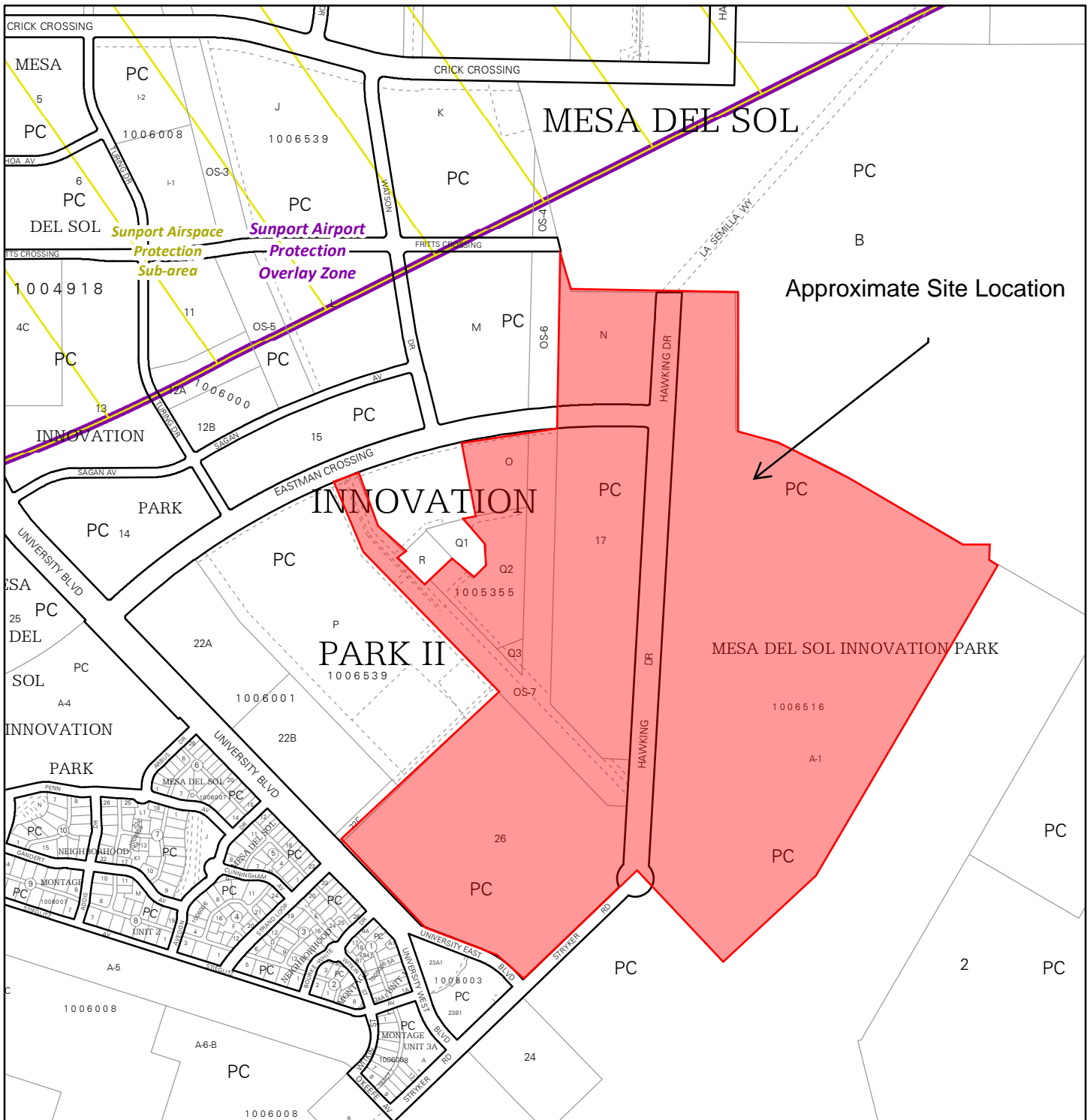
A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- 1) DFT Application form completed, signed, and dated
- 2) Form S3 with all the submittal items checked/marked
- 3) Zone Atlas map with the entire site clearly outlined and labeled
- 4) Letter of authorization from the property owner if application is submitted by an agent
- 5) Letter describing, explaining, and justifying the request per IDO Section 14-16-6-4(X)(4)
- 6) Preliminary Plat or Site Plan
- 7) Copy of DRB approved Infrastructure List
- 8) Copy of recorded IIA

SKETCH PLAT OR SKETCH PLAN REVIEW AND COMMENT

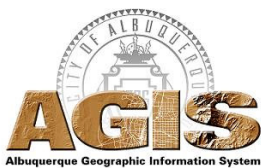
A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter describing, explaining, and justifying the request
- ___ 5) Scale drawing of the proposed subdivision plat or Site Plan
- ___ 6) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

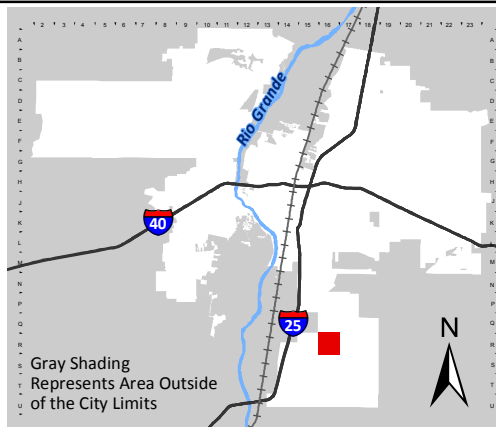


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

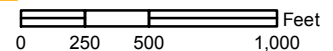


IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:
R-16-Z

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





August 12, 2021

RE: Mesa del Sol, Tracts 22-A, 22-B, 22-C, P, OS-7, O, Q-1, Q-2, 17, 26, A-1-A-1

To whom it may concern,

I hereby authorize Bohannon Huston, Inc. and Dekker Perich Sabatini staff to act as our agent in all matters associated with Environmental Planning Commission (EPC) and Development Review Board submittals associated with the above mentioned tracts. This includes, but is not limited to, vacation requests, plats, and site plan submittals for building permit approval.

Sincerely,

Kenneth Falcon

Kenneth Falcon
Program Manager, Design & Construction - Studios

March 14, 2024

DFT
Planning Department
415 Silver Ave SW
Albuquerque, NM 87102

Re: Submittal for IIA Extension (393588) Justification Letter – Tracts 1 thru 3 Mesa del Sol
Innovation Park II (Infrastructure II)

Dear Development Facilitation Team,

Bohannon Huston Inc. is submitting for an IIA Extension to be heard on March 20th, 2024, for the above-mentioned site. This submission falls after the IIA expiration date of March 02, 2024, thus requesting to be heard at the DFT hearing date mentioned above.

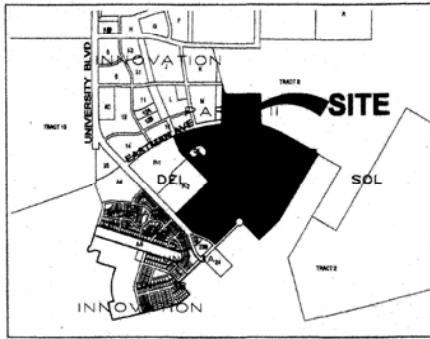
This extension is for the waterlines within Mesa del Sol Blvd. The IIA is in accordance with the IDO section 14-16-6(X)(4) subsection B part 2a. These improvements are not needed for the current Netflix Expansion at this time. If/when future plans for Netflix along this frontage occur or a need from Mesa del Sol warrants these waterlines, they will be built at that time.

Please review the application packet and schedule us for the above-mentioned DFT Hearing date.

Sincerely,



Michael Balaskovits, PE
Senior Vice President
Community Development and Planning



LOCATION MAP
NOT TO SCALE

SUBDIVISION DATA

- DRB No.
- Zone Atlas Index No.: R16
- Gross Subdivision Acreage: 162.78 Acres
- Total Number of Tracts Created: 3 Tracts
- Total Area of Vacated Public Street Right-of-Way: 10.5624 Acres
- Date of Survey: July - August, 2021
- Plat is located within Section 22 and 23, T 9 N, R 3 E, N.M.P.M.
- No public streets were created.
- Zoning: PC

PURPOSE OF PLAT

The purpose of this Replat is to replat eight existing lots into three tracts and vacate portions of Eastman Avenue and Hawking Drive as the same are shown and designated in Mesa Del Sol Innovation Park II (A Replat of Tract Q Mesa Del Sol Innovation Park II), as Doc No. 2009028207 filed March 17, 2009, in Book 2009C, Page 0040 and Tract N and Tract OS-7 as the same are shown and designated in Bulk Land Plat for Mesa Del Sol Innovation Park II (A Replat of Tracts 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, Mesa Del Sol and Tracts 2-A, 2-B, 3, 4, 7, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 and OS-6, Mesa Del Sol Innovation Park) as Doc No. 2008089615 filed August 7, 2008, in plat Book 2008C, page 175, and Tract 17 as the same are shown and designated in Bulk Land Plat for Mesa Del Sol Innovation Park (A Replat of Tract 4-A-1 & 4-B, Mesa Del Sol) as Doc No. 2007131551 filed September 13, 2007, in plat Book 2007C, page 259. Tract A-1-A-5 as the same are shown and designated Bulk Land Plat Tract A-1-A-5 and Tract A-1-A-1 (A Replat of Tract A-1-A-1 per Plat Tract A-5-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 and A-1-A-5 Mesa Del Sol Innovation Park) as Doc No. 2020108296 filed October 29, 2020 in plat Book 2020C, page 105.

PUBLIC UTILITY EASEMENTS

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

- 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.
- 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.
- 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.
- 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 Grantees, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subterranean), 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/switchgear, 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), New Mexico Gas Company (NMGCO) and Qwest Corporation D/B/A CenturyLink (QWEST) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGCO and QWEST 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.

DOCH 2022065392
07/12/2022 10:10 on Page 1 of 3
PLAT # 525 00 B 2022C P 0069 Linda Stover, Bernalillo County
PROPERTY OWNER OF RECORD: City of Albuquerque

USE IS TO VERIFY THAT THESE ARE THE SAME PARCELS ON WHICH PROPERTY OWNER OF RECORD: City of Albuquerque
7/12/22

LEGAL DESCRIPTION

Tract Q Mesa Del Sol Innovation Park II), as Doc No. 2009028207 filed March 17, 2009, in Book 2009C, Page 0040 and Tract N and Tract OS-7 as the same are shown and designated in Bulk Land Plat for Mesa Del Sol Innovation Park II (A Replat of Tracts 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, Mesa Del Sol and Tracts 2-A, 2-B, 3, 4, 7, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 and OS-6, Mesa Del Sol Innovation Park) as Doc No. 2008089615 filed August 7, 2008, in plat Book 2008C, page 175, and Tract 17 as the same are shown and designated in Bulk Land Plat for Mesa Del Sol Innovation Park (A Replat of Tract 4-A-1 & 4-B, Mesa Del Sol) as Doc No. 2007131551 filed September 13, 2007, in plat Book 2007C, page 259. Tract A-1-A-5 as the same are shown and designated Bulk Land Plat Tract A-1-A-5 and Tract A-1-A-1 (A Replat of Tract A-1-A-1 per Plat Tract A-5-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 and A-1-A-5 Mesa Del Sol Innovation Park) as Doc No. 2020108296 filed October 29, 2020 in plat Book 2020C, page 105.

162.78 acres more or less.

FREE CONSENT AND DEDICATION

The replat shown hereon is made with free consent and in accordance of the desires of the undersigned owner(s), the execution of this plat is their free act and deed. Those signing as owner(s) warrant that they hold among them, complete indefeasible title in fee simple to the land shown on this plat. Owner(s) hereby affirm that the described property shown on this plat lies within the platting and subdivision jurisdiction of the City of Albuquerque, New Mexico. Said owner(s) hereby grant and vacate all Easements as may be shown on this plat and dedication of Right of Way to the City of Albuquerque in fee simple as shown hereon.

NETFLIX STUDIOS, LLC

January 19, 2022

State of New Mexico

County of Bernalillo

This instrument was acknowledged before me on 19th day of January, 2022

by NETFLIX STUDIOS, LLC.

My Commission Expires: 07/20/2024

Notary Public



NOTES

- Tract is subject to Flood Zone X as designated on FIRM Map 35001C0555H, revised August 16, 2012.
- Date of Survey: July-August, 2021.
- Basis of Bearings is the inverse between City of Albuquerque Control Stations "1_R16" having NN MAD 83 State Plane Grid Coordinates Central Zone: N=1,453,438.899 and E=1,532,715.959 and "3_C16" having NN MAD 83 State Plane Grid Coordinates Central Zone: N=1,457,045.094 and E=1,533,498.782. Bearing: N12°15'07"E.
- Distances are ground distances "US SURVEY FOOT".
- Record Bearings and distances are the same as shown on plats referenced hereon.
- Pursuant to Section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "no property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots of parcels within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
- All corners created with this plat will be monumented with a #5 rebar and plastic survey cap stamped "PHILLIPS PS 15517" or nail and washer stamped "PHILLIPS PS 15517".

JURISDICTIONAL AFFIDAVIT

I Barry S. Phillips, a registered Professional New Mexico Surveyor, hereby affirm that the property described herein is within the platting and subdivision jurisdiction of the City of Albuquerque.

Barry S. Phillips
New Mexico Professional Surveyor 15517

SURVEYOR'S CERTIFICATION:

I, Barry S. Phillips a Registered Professional New Mexico Surveyor No 15517, certify that I am responsible for this survey and that this plat was prepared by me or under my supervision, shows all existing easements as shown on the plats of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and is true and accurate to the best of my knowledge and belief.

Barry S. Phillips
New Mexico Professional Surveyor 15517

January 14, 2022
Date: SURVEY STAMP DATE

**TRACTS 1 thru 3
MESA DEL SOL INNOVATION PARK II
BEING A REPLAT OF**

**TRACTS N, O, Q-2, Q-3, 17, 26, OS-7 and TRACT A-1-A-6
BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II (A REPLAT OF TRS 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, MESA DEL SOL AND TRACTS 2-A, 2-B, 3, 4, 7, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 AND OS-6, MESA DEL SOL INNOVATION PARK) BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK (A REPLAT OF TRACT 4-A-1 & 4-B, MESA DEL SOL) BULK LAND PLAT TRACT A-1-A-5 AND TRACT A-1-A-1 (A REPLAT OF TRACT A-1-A-1 PER PLAT TRACT A-5-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 AND A-1-A-5 MESA DEL SOL INNOVATION PARK)**

**SECTION 22 and 23
TOWNSHIP 9 NORTH, RANGE 3 EAST N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST 2021**

PROJECT NUMBER: **2021-005573**

Application Number: SD-2021-00171

PLAT APPROVAL

Utility Approvals:	Date
PNM Electric Services Jeff Estvanko	05/05/2022
New Mexico Gas Company	Date
Abdul A Bhujiyan	4/25/2022
Century Link	Date
Mike Mortine	04/25/2022
Comcast	Date
City Approvals:	
Loren N. Raenhouwer P.S.	1/27/2022
City Surveyor	Date
Ernest Armijo	Jul 8, 2022
Traffic Engineering, Transportation Division	Date
Blaine Carter	Jul 8, 2022
ABCNUA	Date
Cheryl Langlois	Jul 8, 2022
Parks and Recreation Department	Date
AMAFCA	4/25/2022
Shahab Biagan	Jul 11, 2022
City Engineer/Hydrology	Date
SH Plan	Jul 8, 2022
Code Enforcement	Date
Code Enforcement	Jul 11, 2022
DRB Chairperson, Planning Department	Date
Cheryl Garcia	July 11, 2022

LANDFILL DISCLOSURE STATEMENT

The subject property is located near or is a former landfill site. Due to the subject property being on or near a former landfill, certain precautionary measures may need to be taken to ensure the health and safety of the public. Recommendations made by a professional engineer with expertise in landfills and landfill gas issues (as required by the most current version of the "Interim Guidelines for Development within 1000 feet of Landfills) shall be consulted prior to development of the site.



Bohannon & Huston
www.bhinc.com 800.877.5332

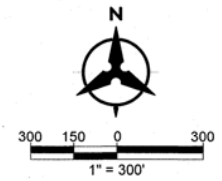
DOCH 2022065392
 07/12/2022 12:10 PM Page: 2 of 3
 PLAT # 125-00-0-2022 P 2009 Linda Stover, Bernalillo County

**TRACTS 1 thru 3
 MESA DEL SOL INNOVATION PARK II
 BEING A REPLAT OF**

TRACTS N, O, Q-2, Q-3, 17, 26, OS-7 and TRACT A-1-A-6
 BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II (A REPLAT OF TRS 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, MESA DEL SOL AND TRACTS 2-A, 2-B, 3, 4, 7, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 AND OS-6, MESA DEL SOL INNOVATION PARK) BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK (A REPLAT OF TRACT 4-A-1 & 4-B, MESA DEL SOL) BULK LAND PLAT TRACT A-1-A-6 AND TRACT A-1-A-1-A (A REPLAT OF TRACT A-1-A-1 PER PLAT TRACT A-6-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 AND A-1-A-5 MESA DEL SOL INNOVATION PARK)

**SECTION 22 and 23
 TOWNSHIP 9 NORTH, RANGE 3 EAST N.M.P.M.
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 AUGUST 2021**

STATE OF NEW MEXICO
 MESA DEL SOL
 TRACT 8
 FILED: JUNE 21, 2006
 (BK. 2006C, PG. 195)



LEGEND

- FOUND PLASTIC CAP STAMPED "GROMATZKY 16469 PHILLIPS 15517/BENHAM 15500"
- ✱ SET CHISELED MARK IN CONCRETE
- FOUND 5/8" REBAR
- △ FOUND BRASS CAP AS NOTED
- CORNER TO BE SET WITH "PHILLIPS 15517" CAP OR WASHER
- SUBJECT PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - PUBLIC DRAINAGE EASEMENT (P.D.E.)
- - - ELIMINATED TRACT LINE
- - - VACATED RIGHT-OF-WAY LINE

CURVE DATA

ID	DELTA	TANGENT	ARC	RADIUS	CHORD BRG	CHORD
C1	15°35'47" RT	56.83'	112.97'	415.00'	S38°14'30"W	112.62'
C2	03°21'48" LT	98.18'	196.30'	3343.96'	S74°53'24"W	196.27'
C3	09°29'01" RT	272.27'	553.52'	3738.32'	N73°25'33"E	553.01'
C4	15°07'15" RT	320.29'	636.86'	2413.20'	S67°23'09"E	635.02'
C5	90°01'31" RT	5.00'	7.86'	5.00'	N88°58'22"W	7.07'
C6	25°00'00" LT	97.55'	191.99'	440.00'	N56°27'36"W	190.47'
C7	01°54'52" RT	62.46'	124.92'	3738.32'	N88°13'36"E	124.91'
C8	05°41'59" RT	186.10'	371.89'	3738.32'	N80°31'03"E	371.73'
C9	02°14'10" RT	72.96'	145.90'	3738.32'	N94°29'09"E	145.90'
C10	01°01'56" LT	30.13'	60.25'	3343.96'	S77°05'17"W	60.25'

Tangent Data

ID	BEARING	DISTANCE
T1	S59°49'29"E	214.49'
T2	S89°47'27"E	135.42'
T3	S00°00'22"E	78.25'
T4	S59°49'29"E	51.73'
T5	S16°47'30"E	6.76'
T6	S46°02'24"W	163.00'
T7	N43°57'36"W	155.91'
T8	N43°57'36"W	179.40'
T9	N03°02'24"E	112.78'
T10	N46°02'24"E	92.52'
T11	N43°57'36"W	145.00'
T12	S46°02'24"W	37.00'
T13	N43°57'36"W	200.00'
T14	S14°03'33"E	215.57'
T15	N43°57'36"W	83.83'
T16	N43°57'36"W	69.00'
T17	N43°57'36"W	225.15'
T18	N01°30'09"E	114.59'
T19	S00°02'06"E	80.09'

TAX CERTIFICATION:

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

- TRACT N UPC #: 101605132236810201
- TRACT O UPC #: 101605124229430410
- TRACT Q-2 UPC #: 101605126524630425
- TRACT Q-3 UPC #: 101605127320730430
- TRACT 17 UPC #: 101605131524440205
- TRACT 26 UPC #: 101605128311440102
- TRACT OS-7 UPC #: 101605128620940206
- TRACT A-1-A-6 UPC #: 101605140619740401

PROPERTY OWNER OF RECORD: *City of Albuquerque*

[Signature] 7/12/22
 BERNALILLO COUNTY TREASURER'S OFFICE DATE



Bohannon & Huston
 www.bhinc.com 800.877.5332

FILE: F:\2022\2022-23\BK PROJ\BY REGANA P10220888\SURVEY\OFFICE\PLAT\PLAT\2022065392_East_Plat.dwg

DOCH 2022065392

07/17/2022 12:10 PM Page 3 of 3
PLAT R 425, 00 N 2022C P 0069 Linda Stover, Bernalillo County

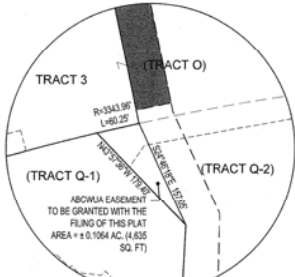
50' PNM EASEMENT:

A PERPETUAL EASEMENT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN OVERHEAD AND/OR UNDERGROUND FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC POWER AND ENERGY AND FACILITIES FOR FIBER OPTICS AND OTHER COMMUNICATION PURPOSES. SUCH FACILITIES MAY INCLUDE (BUT ARE NOT LIMITED TO) LINES, CABLES, POLES, GUY WIRES, ANCHORS, CONDUITS AND OTHER EQUIPMENT, FIXTURES, APPURTENANCES AND STRUCTURES NECESSARY TO MAINTAIN SUCH FACILITIES ON, OVER, BENEATH, THROUGH AND ACROSS THE EASEMENT HERINAFTER DESCRIBED, TOGETHER WITH FREE ACCESS TO, FROM AND OVER SAID EASEMENT 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 EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE AND TO TRIM AND REMOVE ANY TREES, SHRUBS, BUSHES OR VEGETATION AND REMOVE ANY STRUCTURES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN.

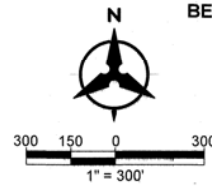
**TRACTS 1 thru 3
MESA DEL SOL INNOVATION PARK II
BEING A REPLAT OF**

**TRACTS N, O, Q-2, Q-3, 17, 26, OS-7 AND TRACT A-1-A-6
BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK II (A REPLAT OF TRS 1, 12, 15, 4-A-2, 4-A-3 & 4-A-4, MESA DEL SOL AND TRACTS 2-A, 2-B, 3, 4, 7, 8, 9, 10, 16, 18, 19, 20, 21, OS-1, OS-2, OS-3 AND OS-6, MESA DEL SOL INNOVATION PARK) BULK LAND PLAT FOR MESA DEL SOL INNOVATION PARK (A REPLAT OF TRACT 4-A-1 & 4-B, MESA DEL SOL) BULK LAND PLAT TRACT A-1-A-6 AND TRACT A-1-A-1-A (A REPLAT OF TRACT A-1-A-1 PER PLAT TRACT A-6-C-1, A-1-A-1, A-1-A-2, A-1-A-3, A-1-A-4 AND A-1-A-5 MESA DEL SOL INNOVATION PARK)**

**SECTION 22 and 23
TOWNSHIP 9 NORTH, RANGE 3 EAST N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST 2021**



DETAIL "A"
(NOT TO SCALE)



LEGEND

- FOUND PLASTIC CAP STAMPED "GROMATZKY 16489/ PHILLIPS 15517/BENHAM 16500"
- ⊗ SET CHISELED MARK IN CONCRETE
- ⊠ FOUND 5/8" REBAR
- FOUND BRASS CAP AS NOTED
- CALCULATED CORNER
- SUBJECT PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - FUTURE EASEMENT LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - PUBLIC DRAINAGE EASEMENT (P.D.E.)
- - - ELIMINATED TRACT LINE
- - - VACATED RIGHT-OF-WAY LINE
- ▨ RIGHT-OF-WAY LINE TO BE VACATED WITH THE FILING OF THIS PLAT
- ▨ 30' WIDE PORTION OF EASEMENT (SEE NOTE E) TO BE VACATED WITH THE FILING OF THIS PLAT
- ▨ 30' WIDE PUBLIC WATERLINE EASEMENT TO BE VACATED WITH THE FILING OF THIS PLAT
- ▨ 40' WIDE PNM PUE TO BE VACATED WITH THE FILING OF THIS PLAT
- ▨ 22' WIDE PUBLIC PEDESTRIAN ACCESS EASEMENT TO BE VACATED WITH THE FILING OF THIS PLAT

EASEMENT NOTES

- A. EXISTING 10' PUBLIC UTILITY EASEMENT FILED: SEPTEMBER 13, 2007 (BK 2007C, PG 259) (TO BE VACATED WITH THE FILING OF THIS PLAT)
- B. EXISTING 30' PUBLIC WATER & SANITARY SEWER EASEMENT GRANTED TO ABCWUA FILED: MAY 22, 2008 DOCUMENT NO. 2008057385
- C. EXISTING PRIVATE DRAINAGE EASEMENT FILED: MARCH 17, 2009 (BK 2009C, PG 40) (TO BE VACATED WITH THE FILING OF THIS PLAT)
- D. EXISTING PUBLIC UTILITY EASEMENT GRANTED TO PNM FILED: MARCH 17, 2009 (BK 2009C, PG 40)
- E. EXISTING PUBLIC WATERLINE EASEMENT GRANTED TO ABCWUA AND PRIVATE ACCESS EASEMENT FILED: MARCH 17, 2009 (BK 2009C, PG 40) (SHADED PORTION TO BE VACATED WITH THE FILING OF THIS PLAT)
- F. EXISTING PNM UNDERGROUND EASEMENT FILED: JULY 9, 2007 (DOC. NO. 2007098253
- G. EXISTING TIME WARNER LINE ENCROACHMENT AGREEMENT FILED: JANUARY 23, 2009 (DOC. NO. 2009006867)
- H. EXISTING PUBLIC WATERLINE EASEMENT FILED: SEPTEMBER 13, 2007 (BK 2007C, PG 259)
- I. EXISTING PRIVATE ACCESS EASEMENT FILED: FEBRUARY 23, 2009 DOCUMENT NO. 2009013365
- J. EXISTING 30' UTILITY EASEMENT FILED: DECEMBER 27, 2006 (BK A129, PG 2417) AND A150 FILED AUGUST 7, 2008 (BK 2008C, PG 175)
- K. EXISTING PRIVATE ACCESS EASEMENT GRANTED TO AND MAINTAINED BY PNM AND ABCWUA FILED: SEPTEMBER 13, 2007 DOCUMENT NO. 2007131551 (BK 2007C, PG 259)
- L. TRACT R IS SUBJECT TO AN EXISTING PNM EASEMENT FILED: JANUARY 30, 2007 (BK A131, PG 5821)
- M. EXISTING 20' SUBSURFACE CROSS LOT DRAINAGE EASEMENT ACROSS TRACT 26 FOR THE BENEFIT OF TRACTS 21 & 22 (NOW TRACT 22C AND TRACT P) FILED: SEPTEMBER 13, 2007 (BK 2007C, PG 259)
- N. EXISTING 22' PUBLIC PEDESTRIAN ACCESS EASEMENT FILED: SEPTEMBER 13, 2007 (BK 2007C, PG 259) (TO BE VACATED WITH THE FILING OF THIS PLAT)
- O. SEE NOTE 10 (PLAT BK 2007C, PG 259). THE PUBLIC PEDESTRIAN ACCESS AND PUBLIC DRAINAGE EASEMENT WITHIN TRACT Q-7 ARE HEREBY VACATED WITH THE FILING OF THIS PLAT
- P. EXISTING PRIVATE UTILITY EASEMENT FILED: JANUARY 24, 2022 DOCUMENT NO. 2022007557
- Q. ABCWUA ACCESS EASEMENT TO BE GRANTED WITH THE FILING OF THIS PLAT
- R. 50' PNM EASEMENT TO BE GRANTED WITH THE FILING OF THIS PLAT
- S. NEW ABCWUA EASEMENT FOR THE PURPOSES OF COLLECTING STORM DRAINAGE OFF EXISTING TRACT Q-1 AND TRACT 3 FOR THE BENEFIT OF TRACT Q-1 AND TRACT 3 TO BE MAINTAINED BY TRACT 1, GRANTED WITH THE FILING OF THIS PLAT.



Bohannon & Huston
www.bhinc.com 800.877.5332

Current DRC
Project No. _____

Date Submitted: _____
 Date Site Plan Approved: _____
 Date Preliminary Plat Approved: _____
 Date Preliminary Plat Expires: _____
 DRB Project No. _____

Figure 12

INFRASTRUCTURE LIST - 2

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

ABQ STUDIOS EXTENSION - TRACTS 1 THRU 3 MESA DEL SOL INNOVATION PARK II

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 IIA 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.

IIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
PHASE 1 IMPROVEMENTS									
PHASE 1A IMPROVEMENTS:									
PUBLIC STORM DRAIN IMPROVEMENTS									
393585	393585		REMOVAL OF EXISTING DRAIN LINE	EXISTING OVERFLOW DRAIN REMOVE AND DISPOSE (APPROX. 490 LF)	EXISTING ABCWUA EASEMENT	EXISTING ELEVATED WATER TANK			TRACT 057
393585	393585	36" DIA	STORM DRAIN W/ NEC. INLETS AND MANHOLES	(APPROX. 1100 LF)	WITHIN TRACT 3 AND EASTMAN CROSSING	EXISTING ELEVATED WATER TANK	/	/	DRAINAGE AREA 2 (DA2) PONDING AREA.
393585	775684	48"-60" DIA (TRACT OS-7 DRAINAGE RELOCATION)	STORM DRAIN W/ NEC. INLETS AND MANHOLES		FELLINI DR.	STRYKER RD AND FELLINI DR INTERSECTION	/	/	SOUTHEASTERN CORNER OF TRACT 2
WATERLINE IMPROVEMENTS									
393585	393585	EXISTING 18" WATERLINE	REMOVAL	REMOVE APPROXIMATELY 75LF AND PROVIDE A CAP.	EXISTING ABCWUA EASEMENT	10LF SOUTH OF EXISTING VALVE	/	/	EXISTING CAP
INTERIM 36" DRAIN LINE TO ELEVATED TANK									
393585		INTERIM DRAIN LINE (APPROX. 240LF)	INTERIM DRAIN LINE TO SUPPORT OVERFLOW FROM EXISTING TANK. REROUTED TO EXISTING ABQ STUDIOS POND. ONCE 36" DIA STORM DRAIN ABOVE IS BUILT AND ACCEPTED, THIS INTERIM CONDITION CAN BE REMOVED.		WITHIN TEMPORARY EASEMENT TO BE GRANTED DIRECTLY AFTER PLAT RECORDING.	EXISTING MANHOLE OF EXISTING DRAIN LINE	/	/	SOUTH TO EXISTING POND ON ABQ STUDIOS SITE.
PHASE 1B IMPROVEMENTS:									
PUBLIC WATERLINE IMPROVEMENTS									
393585	393585	24"-30" DIA (FINAL SIZE DETERMINE AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS.	APPROX. 1580 LF EAST.	EASTMAN CROSSING (RIGHT OF WAY) & NEW PUBLIC EASEMENT (WITHIN LEVEL B)	EXISTING ELEVATED WATER TANK	/	/	EAST SIDE OF TRACT 1.
393585	393585	24"-30" DIA (FINAL SIZE DETERMINE AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS.	APPROX. 1820 LF EAST.	NEW PUBLIC EASEMENT ON STATE LAND OFFICE PROPERTY.	EAST SIDE OF TRACT 1.	/	/	FUTURE MESA DEL SOL BLVD
393585	393585	12" DIA DISTRIBUTION LINE	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS.	APPROX. 1580 LF EAST.	EASTMAN CROSSING (RIGHT OF WAY) & NEW PUBLIC EASEMENT (WITHIN LEVEL B)	WATSON DR	/	/	EAST SIDE OF TRACT 1.
393585	393585	12" DIA DISTRIBUTION LINE	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS.	APPROX. 1820 LF EAST.	NEW PUBLIC EASEMENT ON STATE LAND OFFICE PROPERTY.	EAST SIDE OF TRACT 1.	/	/	FUTURE MESA DEL SOL BLVD
PUBLIC REUSE WATERLINE IMPROVEMENTS									
393585	393585	16" DIA (FINAL SIZE DETERMINED AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS.	APPROX. 1580 LF EAST.	EASTMAN CROSSING (RIGHT OF WAY) & NEW PUBLIC EASEMENT (WITHIN LEVEL B)	WATSON DR	/	/	EAST SIDE OF TRACT 1.
393585	393585	18" DIA (FINAL SIZE DETERMINED AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS.	APPROX. 1620 LF EAST.	NEW PUBLIC EASEMENT ON STATE LAND OFFICE PROPERTY.	EAST SIDE OF TRACT 3.	/	/	FUTURE MESA DEL SOL BLVD
PHASE 1C IMPROVEMENTS:									
PUBLIC ROADWAY IMPROVEMENTS									
393585	393585	36" F-F (114' RIGHT OF WAY HALF STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER, SIDEWALK (W/TURNAROUND)		EASTMAN CROSSING	WESTERN PROPERTY LINE OF TRACT 1	/	/	1220 LF EAST TO TRACT 1 PROPERTY LINE

393585	393585	24' F - EOP (88' RIGHT OF WAY HALF STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER (W/ TEMPORARY TURNAROUND)	STRYKER RD	END OF EXISTING PAVEMENT	FELLINI BLVD	/	/	/
393585	393585	6' SIDEWALK	6' WIDE SIDEWALK WITHIN EASEMENT AND EXISTING RIGHT OF WAY	UNIVERSITY BLVD	STRAND LOOP	STRYKER RD.	/	/	/
393585	393585	ROADWAY MODIFICATIONS AND 6' SIDEWALK	REMOVE ONSTREET PARKING TO ACCOMMODATE NEW 6' SIDEWALK	STRYKER RD.	UNIVERSITY BLVD (NORTH)	FELLINI BLVD	/	/	/
393585	393585	DRIVE WAY TO ACCESS ABCWUA AND PNM SITES	NEW 24' WIDE DRIVEWAY TO ALLOW TRUCK TRAFFIC	OFF EASTMAN CROSSING - ALIGNED WITH EXISTING 24' ACCESS	JUST EAST OF NETFLIX ENTRANCE		/	/	/
PHASE 2 IMPROVEMENTS									
PUBLIC WATERLINE IMPROVEMENTS									
393588	393588	30" DIA (FINAL SIZE DETERMINE AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS	FUTURE MESA DEL SOL BLVD.	NORTHEASTERN CORNER OF TRACT 2 (LEVEL B BOUNDARY)	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
393588	393588	10" DIA	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS	FUTURE MESA DEL SOL BLVD	NORTHEASTERN CORNER OF TRACT 2 (LEVEL B BOUNDARY)	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
393588	393588	10" DIA	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS	FUTURE MESA DEL SOL BLVD.	FUTURE MESA DEL SOL BLVD (COUPLET)	FELLINI DR.	/	/	/
393588	393588	12" DIA	WATERLINE W/ NEC. VALVES, FH'S, MJS & RJS	FELLINI DR.	STRYKER RD AND FELLINI DR INTERSECTION	FUTURE NORTH MESA DEL SOL BLVD	/	/	/
PUBLIC REUSE WATERLINE IMPROVEMENTS									
393588	393588	16" DIA (FINAL SIZE DETERMINED AT DESIGN)	WATERLINE W/ NEC. VALVES, MJS & RJS. APPROX. 1500 LF EAST.	FUTURE MESA DEL SOL BLVD.	NORTHEASTERN CORNER OF TRACT 2 (LEVEL B BOUNDARY)	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
PHASE 3 IMPROVEMENTS									
PUBLIC STORM DRAIN IMPROVEMENTS									
393589	393589	24"-72" DIA	STORM DRAIN W/ NEC. INLETS AND MANHOLES	FUTURE MESA DEL SOL BLVD.	FELLINI DR	NORTHEASTERN CORNER OF TRACT 2	/	/	/
PUBLIC SANITARY SEWER IMPROVEMENTS									
393589	393589	21" DIA (ACTUAL SIZE DETERMINED AT DESIGN)	SANITARY SEWER LINE W/NEC MH.	FUTURE MESA DEL SOL BLVD.	NORTHEASTERN CORNER OF TRACT 2 (LEVEL B BOUNDARY)	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
393589	393589	8" DIA (ACTUAL SIZE DETERMINED AT DESIGN)	SANITARY SEWER LINE W/NEC MH.	FUTURE MESA DEL SOL BLVD (COUPLET)	FUTURE MESA DEL SOL BLVD.	FELLINI DR.	/	/	/
393589	393589	8" DIA (ACTUAL SIZE DETERMINED AT DESIGN)	SANITARY SEWER LINE W/NEC MH.	FELLINI DR,	STRYKER RD AND FELLINI DR INTERSECTION	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
PUBLIC ROADWAY IMPROVEMENTS									
393589	393589	24' F - EOP (80' RIGHT OF WAY HALF STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER, SIDEWALK	FELLINI DR	STRYKER RD	FUTURE MESA DEL SOL BLVD (COUPLET)	/	/	/
393589	393589	46' F-F (76' FUTURE RIGHT OF WAY- COUPLET- HALF STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER, SIDEWALK	FUTURE MESA DEL SOL BLVD (COUPLET)	FELLINI BLVD	FUTURE MESA DEL SOL BLVD	/	/	/
393589	393589	32' F-F (151' FUTURE RIGHT OF WAY HALF STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER, 13' MULTI USE PATH	FUTURE MESA DEL SOL BLVD	FUTURE MESA DEL SOL BLVD (COUPLET)	NORTHEASTERN CORNER OF TRACT 2 (LEVEL B BOUNDARY)	/	/	/
393589	393589	RIGHT-TURN LANE	PAVEMENT, CURB AND GUTTER, SIDEWALK	STRYKER RD	UNIVERSITY BLVD	350 LF EAST	/	/	/
393589	393589	RIGHT-TURN LANE	PAVEMENT, CURB AND GUTTER, SIDEWALK	FELLINI DR	STRYKER RD	350 LF SOUTH	/	/	/
393589	393589	LEFT-TURN LANE	PAVEMENT, CURB AND GUTTER, SIDEWALK	FUTURE MESA DEL SOL BLVD.	(PRIVATE) EASTMAN CROSSING	350 LF SOUTH	/	/	/

393589	393589	PUBLIC WATERLINE IMPROVEMENTS (DEFERRED INFRASTRUCTURE - NOT TO BE FINANCIALLY GUARANTEED) FUTURE RESERVOIR TO RESERVOIR - 36" DIA FUTURE RESERVOIR TO RESERVOIR - 36" DIA 16" DIA (FINAL SIZE DETERMINED AT DESIGN) CURRENTLY FINANCIALLY GUARANTEED UNDER IIA # 393584	WATERLINE W/ NEC. VALVES, F.H.S, M.J'S & R.J'S	EASTMAN CROSSING (RIGHT OF WAY) & NEW PUBLIC EASEMENT	WATSON DR	NORTHEASTERN CORNER OF TRACT 2
393589	393589		WATERLINE W/ NEC. VALVES, F.H.S, M.J'S & R.J'S	FUTURE MESA DEL SOL BLVD.	NORTHEASTERN CORNER OF TRACT 2	SOUTHEASTERN CORNER OF TRACT 2
393589	393589		WATERLINE W/ NEC. VALVES, M.J'S & R.J.S. APPROX. 1580 LF EAST.	EASTMAN CROSSING	UNIVERSITY BLVD	EASTERN EDGE OF TRACT P-1 MESA DEL SOL INNOVATION PARK II

AGENT/OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS			
MICHAEL BALASKOVITS, PE PREPARED BY: PRINT NAME		<i>Jay Rodenbeck</i> DRB CHAIR	Mar 2, 2022 DATE	<i>Jeff Palmer</i> CODE ENFORCEMENT Mar 3, 2022 DATE	
BOHANNAN HUSTON INC. FIRM:		<i>Jeanne Wolfenbarger</i> TRANSPORTATION DEVELOPMENT Blaine Carter ABCWUA	Mar 2, 2022 DATE	<i>Cheryl Somers</i> PARKS & RECREATION Mar 2, 2022 DATE	Mar 2, 2022 DATE
SIGNATURE			Mar 2, 2022 DATE	<i>Ernest Armijo</i> CITY ENGINEER	Mar 2, 2022 DATE
MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION			DATE		DATE

*Retention Ponds with side slopes stabilized with Native Seeding with Aggregate Mulch or equal (Must satisfy the "Final Stabilization Criteria" CGP2.2.14.b)

DESIGN REVIEW COMMITTEE REVISIONS						
REVISION	DATE	DRC CHAIR	USER DEPARTMENT			AGENT/OWNER

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS PURSUANT TO
TERMS OF FIRST AMENDED AND RESTATED INFRASTRUCTURE AGREEMENT.

THIS AGREEMENT is made this (Date) May 12th 2022, 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 **SC3 DEVELOPMENT, LLC** ("Developer"), a **NM LLC**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] **J. KYLE BODHAINE**, whose email is **kyle@sc3development.com**, whose address is **4020 VASSAR DR. NE, SUITE H** (City) **ALBUQUERQUE**, (State) **NM** (Zip Code) **87107** and whose telephone number is **(505) 681-9932**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital**. This Agreement pertains to certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:]

TRACTS 17 and 26 of MESA DEL SOL INNOVATION PARK recorded on **SEPTEMBER 13, 2007**, attached, page(s) **0259**, as Document No. **2007131551**

TRACTS N, O, and OS-7 of MESA DEL SOL INNOVATION PARK II, recorded on **AUGUST 07, 2008**, attached, page(s) **0175**, as Document No. **2008089615**

TRACTS Q-2 and Q-3, of TRACTS Q-1, Q-2, & Q-3 MESA DEL SOL INNOVATION PARK II, recorded on **MARCH 17, 2009**, attached, page(s) **0040**, as Document No. **2009028207**

TRACT A-1-A-6, of BULK LAND PLAT TRACT A-1-A-6 AND TRACT A-1-A-1-A, recorded on **OCTOBER 29, 2020**, as Document No. **2020108296** in the records of the Bernalillo County Clerk, State of New Mexico (the "Property"). The Developer certifies that the Property is owned and is being developed by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Property to the present owner:] **NETFLIX STUDIOS, LLC** ("Owner").

Owner has submitted and the City has approved a Preliminary Plat or Site Plan Identified as **TRACTS 1 thru 3 MESA DEL SOL INNOVATION PARK II (Infrastructure Phase II)** describing the 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 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 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 as Phase II in Exhibit A, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the **03/02/2024** ("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 Owner’s proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 393588.

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, provided, however, that notwithstanding anything in this Agreement, the I.D.O. or any other City ordinance, rules or regulations, the City shall not grant any extension of the Construction Completion Deadline without the separate written consent of the Owner. Nothing in this Agreement is intended or shall be construed to supersede or waive any obligations or agreements of any party, including without limitation the City, in the First Amended and Restated Infrastructure Agreement dated December 17, 2020, by and among the City, Owner, MDS Investments LLC, Mesa del Sol, LLC and other parties.

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. Improvements shall be performed by CARTESIAN SURVEYS, INC., and construction surveying of the private. 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 BOHANNAN HUSTON, INC. inspection of the private Improvements shall be performed by BOHANNAN HUSTON, INC. both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the 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 BOHANNAN HUSTON, INC. private Improvements shall be performed by BOHANNAN HUSTON, INC., and field testing of the 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: INFRASTRUCTURE IMPROVEMENT BOND
Amount: \$ \$1,536,135.55
Name of Financial Institution or Surety providing Guaranty:
ATLANTIC SPECIALITY INSURANCE COMPANY
Date City first able to call Guaranty (Construction Completion Deadline):
03/02/2024
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
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 or provide for conveyance 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 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 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: SC3 DEVELOPMENT, LLC

By [Signature]: [Handwritten Signature]

Name [Print]: J. KYLE BODHANE

Title: PRESIDENT

Dated: 6 MAY 2022
DEVELOPER'S NOTARY

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 6TH day of May, 2022, by
[name of person:] J. KYLE BODHANE, [title or capacity, for instance,
"President" or "Owner":] PRESIDENT of
[Developer:] SC3 DEVELOPMENT, LLC.



[Handwritten Signature]
Notary Public
My Commission Expires: 10/19/24

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Property.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

[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:] NETFLIX STUDIOS, LLC (“Owner”), of [address:] 5808 W SUNSET BLVD. [City:] LOS ANGELES [State:] CA [zip code] 90028, hereby Makes, constitutes, and appoints [name of Developer:] SC3 DEVELOPMENT, LLC (“Developer”) as my true and lawful attorney in fact, for me and in my name place and stead, for the purpose of entering into and performing all obligations of the Developer under the Infrastructure Improvements Agreement ("Agreement") above, (the “Stated Purpose”), and for no other purpose, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact in furtherance of the Stated Purpose, including, but not limited to, every proper power necessary to meet the City of Albuquerque’s (“City”) Integrated Development Ordinance requirements regarding the Agreement including executing the Agreement and related documents required by the City, with full power of and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done in furtherance of the Stated Purpose by virtue of the power herein conferred upon the Developer.

Provided, however, that notwithstanding the above, this Power of Attorney does not authorize any extensions to the Agreement or the Construction Completion Deadline (as defined therein) without the separate written consent of the Owner. This Power of Attorney and the Agreement are entered into pursuant to and in furtherance of the First Amended and Restated Infrastructure Agreement dated December 17, 2020, by and among the City, Owner, MDS Investments LLC, Mesa del Sol, LLC and other parties (the “Infrastructure Agreement”). Neither this Power of Attorney nor the Agreement authorize any actions inconsistent with the rights and obligations set forth in the Infrastructure Agreement.

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: Netflix Studios, LLC

By [Signature:]: 

Name [Print]: Sonya Makunga

Title: Authorized Signatory

Dated: May 9, 2022

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: _____

See Attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On May 09, 2022 before me, Jessica Mae Tankersley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elise Sonya Makungu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Mae Tankersley
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

April 5, 2022

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

Project Description:

Project ID #: 383588 Tracts 1 thru 3, Innov. Pk. II, Mesa del Sol -- Phase 2

Requested By: Michael Balaskovits

Approved Estimate Amount: \$ 953,621.88

Contingency Amount: 10.00% \$ 95,362.19

Subtotal: \$ 1,048,984.07

PO Box 1293

NMGRT: 7.875% \$ 82,607.50

Subtotal: \$ 1,131,591.56

Albuquerque

Engineering Fee: 6.60% \$ 74,685.04

New Mexico 87103

Testing Fee: 2.00% \$ 22,631.83

Subtotal: \$ 1,228,908.44

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 1,536,135.55

APPROVAL:



DATE:



Notes: Plans not yet approved.

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Bond No. [Surety's No:] 800131327

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] SC3 DEVELOPMENT, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Limited Liability Company as "Principal", and [name of surety:] ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York 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:] ONE MILLION FIVE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED THIRTY-FIVE AND 55/100--- Dollars, ([amount in figures:] \$ 1,536,135.55), 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 The Property:] ABQ STUDIOS EXPANSION PHASE 2 ("The Property"), City Project No. 393588; 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 Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

See Infrastructure List for Project ID 393588
IB.
 ("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:] SC3 DEVELOPMENT, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on May 13, 20 22 as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] 800131327

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:] March 2, 20 24 ("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 21 day of APRIL, 20 22.

DEVELOPER

SC3 DEVELOPMENT, LLC

By [signature:] [Signature]
Name: J. KYLE BOEHME
Title: PRESIDENT
Dated: 21 APRIL 2022

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY

By [signature:] [Signature]
Name: DEAN E. VIGIL
Title: ATTORNEY-IN-FACT
Dated: APRIL 21, 2022



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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Muriel Bray, Carl S. Conlee III, Linda D. Dooley, Bartley H. Kinney III, Dean E. Vigil, James D Zanios**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

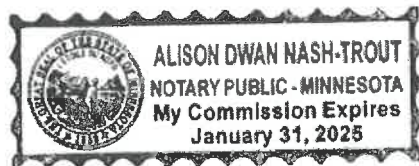
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of April, 2022

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary