



# PLAN SNAPSHOT REPORT IIA-EXT-2025-00015 FOR CITY OF ALBUQUERQUE

<b>Plan Type:</b> IIA Extension	<b>Project:</b> PR-2021-005628 (PR-2021-005628)	<b>App Date:</b> 07/10/2025
<b>Work Class:</b> IIA Extension	<b>District:</b> City of Albuquerque	<b>Exp Date:</b> NOT AVAILABLE
<b>Status:</b> In Review	<b>Square Feet:</b> 0.00	<b>Completed:</b> NOT COMPLETED
<b>Valuation:</b> \$0.00	<b>Assigned To:</b>	<b>Approval Expire Date:</b>
<b>Description:</b> IIA extension 775784 PR-2023-08551 Woodbury Apartments at MDS		

<b>Parcel:</b> 101605022749222001	Main	<b>Address:</b> 99999 De Kooning Ave Se Albuquerque, NM 87105	Main	<b>Zone:</b>
<b>Owner/Developer</b> Tom Schmidt Home: (505) 238-0700	<b>Agent</b> Joshua Lutz Home: (505) 823-1000	<b>Applicant</b> Kimberly Legan 7500 Jefferson St. NE Albuquerque, NM 87109 Business: (505) 823-1000		

Plan Custom Fields					
Linked DRC Number		775784		Linked Preliminary/FinalTracts A thru M City Plat or Site Plan	
				Center being a replat of Tract 17 Artiste Document Number: 2023039537	
Proposed Zoning		MX-M		Number of Existing Lots1	
Total Area of Site in Acres		9.4705		Site Address/Street	
				ALBUQUERQUE NM 87106	
Case History		1004817, 1004260, 1004075, 1004918, 1005538, 1006539, 1006516, 1004075, 1006539, 1011412, PR-2019-002964/SD-2019-00196/VA-2019-00388/P S-2019-00097, PR-2020-004180/PS-2020-00069/VA-2020-00289/S D-2020-00151, PR-2021-005628/PS-2021-00072, PR-2021-005684/SI-2021-00975/SI-2021-01516, PR-2020-004138/PS-2021-00132, PR-2021-005628/SD-2021-00214/SD-2021-00224, PR-2022-007805/SI-2022-01880, PR-2021-005628/SD-2023-00034, PR-2023-008551/SI-2023-00778, PR-2021-005628/SD-2023-00068/SD-2023-00094/S D-2023-00095/SD-2023-00096/PS-2023-00073, and PR-2023-008498/SI-2023-00686		New Construction Completion Deadline	
				Aug 24 2027 12:00AM	
				Existing Project Number(s)	
				PR-2023-008551	
				Number of Proposed Lots	
				1	
				Site Location Located Between Streets	
				Stryker Rd, University West Blvd SE, and DeKooning Ave	
				Do you request an interpreter for the hearing?	
				No	

# PLAN SNAPSHOT REPORT (IIA-EXT-2025-00015)

Lot and/or Tract Number	A	Block Number	0000	Subdivision Name and/or Unit Number	CITY CENTER
Legal Description	TR A TRACTS A THRU M CITY CENTER (BEING A REPLAT OF TRACT17 OF ARTISTE) (BULK LAND PLAT, TRACT 1 THROUGH 18, ARTISTE)CONT 9.4705 AC	Existing Zone District	PC	Zone Atlas Page(s)	R-16, S-16
Acreage	9.4705	Calculated Acreage	9.47028	Council District	6
Community Planning Area(s)	Mesa del Sol	Development Area(s)	Change	Current Land Use(s)	15   Vacant
IDO Administration & Enforcement Name	Kirtland AFB Military Influence Area	IDO Administration & Enforcement Subsection	Referrals to Commenting Agencies (6-4)	Pre-IDO Zoning District	PC
Pre-IDO Zoning Description	COMMUNITY CENTER	FEMA Flood Zone	X		

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Kimberly_Legan_7/10/2025.jpg	07/10/2025 9:04	Legan, Kimberly		Uploaded via CSS

Note	Created By	Date and Time Created
1. Submittal has been reviewed and is ready to be processed.	Renee Zamora	07/15/2025 15:56

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00034333	Technology Fee - Plan Review	\$24.50	\$24.50
	IIA Extension	\$350.00	\$350.00
Total for Invoice INV-00034333		\$374.50	\$374.50
Grand Total for Plan		\$374.50	\$374.50

Meeting Type	Location	Scheduled Date	Subject
DFT Meeting v.1	Zoom	07/23/2025	DFT

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Screening v.1		07/14/2025 11:59	
Associate Project Number v.1	Generic Action		07/14/2025 11:59
Screen for Completeness v.1	Generic Action		07/15/2025 15:49
Verify Payment v.1	Generic Action		07/15/2025 16:48
Application Review v.1		07/15/2025 16:49	
DFT Meeting v.1	Hold Meeting	07/15/2025 16:49	
IIA Extension v.1	Receive Submittal		
DFT Comments Submittal v.1	Generic Action		
Notice of Decision v.1			
Upload Notice of Decision v.1	Generic Action		



**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
(Procedure B)

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

**Project Name: Woodbury Apartments at Mesa del Sol**

**Project Number: 775784**

THIS AGREEMENT is made upon the date of the latest signature below, 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** ("Developer"), a **New Mexico LLC**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), **Steven B. Chavez** whose email address is **steve@sc3intl.com**, whose address is **4020 Vassar Dr. NE Suite H** (Street or PO Box) **Albuquerque, NM** (City, State), **87107** (Zip Code) and whose telephone number is **505-884-3503**, 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:] **Tract A of Tracts A Thru M City Center**, recorded on **June 26, 2023**, attached, in Book **2023C**, Page **0051** in Doc. No. **2023039537** 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:] **MDS Investments LLC** ("Owner").

The Developer has submitted, and the City has approved a Preliminary Plat or Site Plan identified as **Woodbury Apartments of Tracts A Thru M City Center**, 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 Construction Completion Deadline as shown in paragraph 6, 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.

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 Improvements shall be performed by a New Mexico Registered Surveyor. 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.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. 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.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

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 no 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: **\$2,158,770.29**

Name of Financial Institution or Surety providing Guaranty: **Atlantic Specialty Insurance Company**

Date City first able to call Guaranty (Construction Completion Deadline):  
**August 24, 2025**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: N/A

Additional information: N/A

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.



DEVELOPER: SC3 Development

By [Signature]: Steven B. Chavez

Name [Print]: Steven B. Chavez

Title: Manager

Dated: August 29, 2023

DEVELOPER'S NOTARY

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




This instrument was acknowledged before me on this 29<sup>th</sup> day of August, 2023, by  
[name of person:] Steven B. Chavez, [title or capacity, for instance,  
"President" or "Owner":] Manager of  
[Developer:] SC3 Development.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Kimberly Diane Legan  
Commission No. 1138659  
August 30, 2026

Kimberly Diane Legan  
Notary Public

My Commission Expires: August 30<sup>th</sup>, 2026

CITY OF ALBUQUERQUE:

By: <sup>DocuSigned by:</sup>  <sup>DS</sup>  <sup>DS</sup>   
C7E1CB5481E9486...  
Shahab Biazar, P.E., City Engineer


Agreement is effective as of (Date): 9/5/2023 | 8:18 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 5th day of September, 2023,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Rachael Miranda  
Commission No. 1119740  
November 09, 2025

  
Notary Public

My Commission Expires: 11-9-2025

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

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

August 24, 2023

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

Project Description:

Project ID #: 775784 Woodbury Apartments at Mesa del Sol

Requested By: Yolanda Moyer

Approved Estimate Amount: \$ 1,343,262.00

Contingency Amount: 10.00% \$ 134,326.20

Subtotal: \$ 1,477,588.20

PO Box 1293 NMGR: 7.625% \$ 112,666.10

Subtotal: \$ 1,590,254.30

Albuquerque Engineering Fee: 6.60% \$ 104,956.78

New Mexico 87103 Testing Fee: 2.00% \$ 31,805.09

Subtotal: \$ 1,727,016.17

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 2,158,770.29

APPROVAL:

  
Notes: Plans not yet approved.

DATE:

Aug. 24, 2023

**WOODBURY APARTMENTS**  
**ENGINEER'S ESTIMATE FOR FINANCIAL GUARANTEE**  
24-Aug-23

Item No.	Short Description	Unit Price	Estimate Quantity	Estimate Amount
<b>OFFSITE PAVING</b>				
301.020	SUBGRADE PREP, 12"	\$ 4.08	5800 SY	\$ 23,664
302.010	ABS, 6"	\$ 11.41	5800 SY	\$ 66,178
336.024	ASP CONC, Superpave, 3", M	\$ 27.72	5800 SY	\$ 160,776
336.022	ASP CONC, Superpave, 2", M	\$ 19.81	11580 SY	\$ 229,400
336.120	TK CT	\$ 0.49	11580 SY	\$ 5,674
336.010	PRIME CT	\$ 0.85	5800 SY	\$ 4,930
340.010	SDWK, 4", PCC	\$ 65.22	1580 SY	\$ 103,048
603.040	GVL FILTER MATL	\$ 71.33	90 CY	\$ 6,420
340.025	WLCHR ACC RAMP, 4" PCC	\$ 2,726.08	6 EA	\$ 16,356
340.030	VLY GUT & CURB, PCC	\$ 97.83	115 SY	\$ 11,250
340.050	C & G, STD, PCC	\$ 29.27	1500 LF	\$ 43,905
510.100	CUT OFF WALL, PCC	\$ 766.06	2 CY	\$ 1,532
450.010	SQ TB POST	\$ 16.30	30 LF	\$ 489
450.001	ALM PNL SGN	\$ 30.98	18 SF	\$ 558
	<b>SUBTOTAL OFFSITE PAVING</b>			<b>\$ 674,180</b>
<b>OFFSITE WATER</b>				
801.002	6" WL PIPE, w/o FIT	\$ 43.66	50 LF	\$ 2,183
801.005	12" WL PIPE, w/o FIT	\$ 60.81	1790 LF	\$ 108,850
801.150	MJ REST GLND, 4"-8"	\$ 177.80	9 EA	\$ 1,600
801.151	MJ REST GLND, 10"-12"	\$ 375.00	32 EA	\$ 12,000
801.155	JNT REST HRNSS, 4"-8"	\$ 126.77	3 EA	\$ 380
801.157	JNT REST HRNSS, 10"-12"	\$ 342.39	17 EA	\$ 5,821
801.065	DI FIT, MJ, 4"-14", WL	\$ 4.89	2280 LB	\$ 11,149
801.081	6" GATE VLV	\$ 1,524.45	3 EA	\$ 4,573
801.084	12" GATE VLV	\$ 5,325.21	7 EA	\$ 37,276
801.105	VLV BOX A	\$ 846.19	10 EA	\$ 8,462
801.059	NON PRESS CONN, w/FIT, WL	\$ 2,445.64	2 EA	\$ 4,891
801.113	FH, 4'	\$ 4,357.73	3 EA	\$ 13,073
	<b>SUBTOTAL OFFSITE WATER</b>			<b>\$ 210,259</b>
<b>OFFSITE SANITARY SEWER</b>				
701.010	TRCH, BF, 4-15" SAS, <8'	\$ 27.18	2500 LF	\$ 67,950
901.030	8" SAS PIPE	\$ 26.30	875 LF	\$ 23,013
901.040	10" SAS PIPE	\$ 28.65	685 LF	\$ 19,625
901.050	12" SAS PIPE	\$ 30.46	685 LF	\$ 20,865
901.080	21" SAS PIPE	\$ 74.18	260 LF	\$ 19,287
920.070	MH, 4' DIA, C or E	\$ 6,358.67	3 EA	\$ 19,076
901.610	WET CONN, 8"-10" SAS	\$ 1,222.82	3 EA	\$ 3,668
	<b>SUBTOTAL OFFSITE SANITARY SEWER</b>			<b>\$ 173,484</b>
<b>OFFSITE POND</b>				
	TEMPORARY POND	\$ 5,000.00	1 LS	\$ 5,000
	POND EXPANSION	\$ 8,000.00	1 LS	\$ 8,000
1005.320	GRAVEL MULCH, 2"-4"	\$ 17.25	4840 SY	\$ 83,490
	<b>SUBTOTAL OFFSITE POND</b>			<b>\$ 96,490</b>

<b>MISCELLANEOUS</b>				
STREET LIGHTS	\$ 5,500.00	6	EA	\$ 33,000
<b>SUBTOTAL MISCELLANEOUS</b>				<b>\$ 33,000</b>
<b>SUBTOTAL OFFSITE INFRASTRUCTURE COSTS</b>				
				<b>\$ 1,187,414</b>
<b>OFFSITE SOFT COSTS</b>				
STAKING, incl. ASBUILTS	3.0%			\$ 35,622
TRAFFIC CONTROL	1.5%			\$ 17,811
MOBILIZATION	1.0%			\$ 11,874
TAX (HARD COST, ENGINEERS ADJUSTMENT, STAKING, & MOBILIZATION)	7.6250%			\$ 90,540
<b>SUBTOTAL OFFSITE SOFT COSTS</b>				<b>\$ 155,848</b>
<b>TOTAL OFFSITE COSTS</b>				<b>\$ 1,343,262</b>

**ASSUMPTIONS:**

1. This estimate of construction costs is only an opinion. BHI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this opinion. Final construction costs will vary based on the construction climate in which the bids are received.
2. Unit Prices are from the City of Albuquerque Unit Price Guide 2023. BHI has no control over the cost of materials or labor.
3. The above estimate does NOT include the following items: utility expansion charges, interior sideyard, backyard and frontyard privacy walls, landscaping, irrigation, entry signs, land costs, speed humps, permitting fees, cost associated with lowering overhead dry utility poles (electric, Century Link, Cable),
4. Dry utility costs are NOT included. Exact cost should be determined by each dry utility company.

Approved as basis of financial guaranty, August 24, 2023

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

Bond No. [Surety's No:] 800155825

**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:] TWO MILLION ONE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY AND 29/100 Dollars, ([amount in figures:] \$ 2,158,770.29), 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:] WOODBURY APARTMENTS AT MESA DEL SOL ("Developer's Property"), City Project No. 775784; 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:]  
WOODBURY APARTMENTS AT MESA DEL SOL

\_\_\_\_\_  
("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 JUNE 26, 2023 as Document Number 2023039537, as amended by change order or amendments to the agreement.


Bond No. [surety's No:] 800155825

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:] AUGUST 31, 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 24TH day of AUGUST, 20 23.

**DEVELOPER**

SC3 DEVELOPMENT, LLC

By [signature:]   
Name: Nicholas Chavez  
Title: controller  
Dated: 8-25-23

**SURETY**

ATLANTIC SPECIALTY INSURANCE COMPANY  
By [signature:]   
Name: DEAN E. VIGIL  
Title: ATTORNEY-IN-FACT  
Dated: AUGUST 24, 2023

\*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: **Bartley H. Kinney III, Carl S. Conlee III, Dean E. Vigil, James D Zanios, Muriel Bray, Susan J. Vance**, 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 first day of January, 2023.

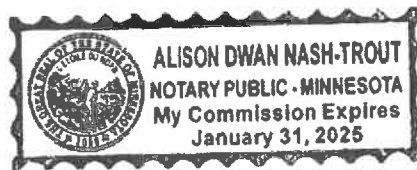
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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.



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 24th day of August, 2023



This Power of Attorney expires  
January 31, 2025

Kara L.B. Barrow, Secretary



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

FIGURE 12

**INFRASTRUCTURE LIST**

**EXHIBIT "A"**  
**TO SUBDIVISION IMPROVEMENTS AGREEMENT**  
**DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST**

Date Submitted: \_\_\_\_\_  
Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: \_\_\_\_\_  
DFT Project No.: PR-2023-08551  
DFT Application No.: SI-2023-00778

**WOODBURY APARTMENTS**  
**PROPOSED NAME OF PLAT AND/OR DEVELOPMENT PLAN**

**PORTION OF TRACT 17 OF THE BULK LAND PLAT, TRACTS 1 THRU 18, ARTISTE, MESA DEL SOL, INNOVATION PARK, CITY OF ALBUQUERQUE, NEW MEXICO**  
**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 DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		PUBLIC WATERLINE IMPROVEMENTS - PHASE 1							
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	NORTH MESA DEL SOL BLVD SOUTHEAST ENTRANCE	WEST UNIVERSITY BLVD		/	/	/
		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	WEST UNIVERSITY BLVD	STRYKER ROAD	NORTH MESA DEL SOL BLVD	/	/	/
							/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b><u>PUBLIC SANITARY SEWER IMPROVEMENTS - PHASE-1</u></b>				
8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	NORTH MESA DEL SOL BLVD	SOUTHEAST ENTRANCE	WEST UNIVERSITY BLVD
12" DIA	SANITARY SEWER FORCE MAIN W/ NEC. MH'S & SERVICES	WEST UNIVERSITY BLVD	STRYKER ROAD	NORTH MESA DEL SOL BLVD
10" DIA	SANITARY SEWER FORCE MAIN W/ NEC. MH'S & SERVICES	WEST UNIVERSITY BLVD	STRYKER ROAD	NORTH MESA DEL SOL BLVD

\* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

Construction Certification		
Private		City Cnst Engineer
Inspector	P.E.	
/	/	/
/	/	/
/	/	/
/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b><u>PUBLIC STORM DRAIN IMPROVEMENTS - PHASE 1</u></b>				
	TEMPORARY POND (0.81 AC-FT)	NORTH MESA DEL SOL BLVD		
	POND EXPANSION (TOTAL VOLUME = 13.08 AC-FT)	POND 4		

DRAINAGE POND SLOPES SHOULD BE STABILIZED AND POND BOTTOM SEEDED ACCORDING TO INTERIM SPEC 1013 SLOPE STABILATION AND SEEDING OR BETTER

NOTE: A GRADING AND DRAINAGE CERTIFICAITON OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY

Construction Certification		
Private		City Cnst Engineer
Inspector	P.E.	
/	/	/
/	/	/
/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
<b><u>PUBLIC ROADWAY IMPROVEMENTS - PHASE 1</u></b>									
<input type="text"/>	<input type="text"/>	32' FL-EOP (2-12' LANES AND PARKING)	ARTERIAL PAVING W/ PCC CURB & GUTTER & PCC 8' WIDE SIDEWALK W/ 8' LANDSCAPING WITHIN 16' PED CORRIDOR AND 8' PARKING ON ONE SIDE	NORTH MESA DEL SOL BLVD SOUTHEAST ENTRANCE	WEST UNIVERSITY BLVD		/	/	/
<input type="text"/>	<input type="text"/>	32' FL-EOP (2-12' LANES AND PARKING)	ARTERIAL PAVING W/ PCC CURB & GUTTER & PCC 8' WIDE SIDEWALK W/ 8' LANDSCAPING WITHIN 16' PED CORRIDOR AND 8' PARKING ON ONE SIDE	WEST UNIVERSITY BLVD	STRYKER ROAD	NORTH MESA DEL SOL BLVD	/	/	/
<input type="text"/>	<input type="text"/>	8'	PCC 8' SIDEWALK W/ 8' LANDSCAPE BUFFER	STRYKER ROAD	O'KEEFE AVE	WEST UNIVERSITY BLVD	/	/	/
<input type="text"/>	<input type="text"/>	8'	8' LANDSCAPE BTW SIDEWALK AND BACK OF CURB	STRYKER ROAD	DEKOONING AVE	O'KEEFE AVE	/	/	/
<input type="text"/>	<input type="text"/>	5'	5' LANDSCAPE BTW SIDEWALK AND BACK OF CURB	DEKOONING AVE	STRYKER ROAD	SCORSESE AVE	/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
NOTE: STREET LIGHTS WITH ALL APPURTENANCES WITH ALL APPURTENANCES AS REQUIRED PER THE COA DPM									
**PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC									

Financially Guaranteed DRC #	Constructed Under DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b><u>PUBLIC WATERLINE IMPROVEMENTS - PHASE 2</u></b>				
12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	DEKOONING AVENUE	SCORSESE AVENUE	NORTH MESA DEL SOL BLVD
12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	NORTH MESA DEL SOL BLVD	DEKOONING AVENUE	SOUTHEAST ENTRANCE

Construction Certification		
Private		City Cnst Engineer
Inspector	P.E.	
/	/	/
/	/	/
/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b><u>PUBLIC SANITARY SEWER IMPROVEMENTS - PHASE 2</u></b>				
21" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	DEKOONING AVENUE	SCORSESE AVENUE	NORTH MESA DEL SOL BLVD
8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	NORTH MESA DEL SOL BLVD	DEKOONING AVENUE	SOUTHEAST ENTRANCE

\* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

Construction Certification		
Private		City Cnst Engineer
Inspector	P.E.	
/	/	/
/	/	/
/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
<b><u>PUBLIC ROADWAY IMPROVEMENTS - PHASE 2</u></b>									
<input type="text"/>	<input type="text"/>	31' FL-EOP (2-12' LANES AND PARKING)	ARTERIAL PAVING W/ PCC CURB & GUTTER & PCC 5' WIDE SIDEWALK AND 7' PARKING ON ONE SIDE	DEKOONING AVENUE	SCORSESE AVENUE	NORTH MESA DEL SOL BLVD	/	/	/
<input type="text"/>	<input type="text"/>	32' FL-EOP (2-12' LANES AND PARKING)	ARTERIAL PAVING W/ PCC CURB & GUTTER & PCC 8' WIDE SIDEWALK W/ 8' LANDSCAPING WITHIN 16' PED CORRIDOR AND 8' PARKING ON ONE SIDE	NORTH MESA DEL SOL BLVD DEKOONING AVENUE		SOUTHEAST ENTRANCE	/	/	/
<input type="text"/>	<input type="text"/>	5'	5' LANDSCAPE BTW SIDEWALK AND BACK OF CURB	DEKOONING AVE	SCORSESE AVE	NORTH MESA DEL SOL BLVD	/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
NOTE: STREET LIGHTS WITH ALL APPURTENANCES WITH ALL APPURTENANCES AS REQUIRED PER THE COA DPM									
**PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC									

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification			
							Private Inspector	P.E.	City Cnst Engineer	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
							Approval of Creditable Items:		Approval of Creditable Items:	
							Impact Fee Administrator Signature      Date		City User Dept. Signature      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

\_\_\_\_\_

2

\_\_\_\_\_

3

\_\_\_\_\_

#### AGENT / OWNER

**YOLANDA PADILLA MOYER, P.E.**  
NAME (print)

**BOHANNAN HUSTON, INC**

FIRM

*Yolanda Padilla Moyer* 08-14-2023  
SIGNATURE - date

#### DEVELOPMENT FACILITATION TEAM APPROVALS

*J. Wofford*

Aug 15, 2023

PLANNING - date

*Ernest Armijo*

Aug 15, 2023

TRANSPORTATION DEVELOPMENT - date

*Jim Gault*

Aug 17, 2023

UTILITY DEVELOPMENT - date

*Shahab Biazar*

Aug 15, 2023

CITY ENGINEER - date

*Whitney Belar*

Aug 15, 2023

PARKS & RECREATION - date

AMAFCA - date

*Jeff Palmer* Aug 14, 2023 18:45 MDT

CODE ENFORCEMENT - date

*Neggie Chan*

Aug 15, 2023

HYDROLOGY - date

#### DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

July 10, 2025

DFT  
Planning Department  
415 Silver Ave SW  
Albuquerque, NM 87102

Re: Justification Letter – IIA Extension 775784 (Woodbury Apartments at Mesa del Sol) PR-2023-08551

Dear Development Facilitation Team,

Bohannon Huston Inc. is submitting for a two-year extension of IIA 775784 in conjunction with the above-mentioned site to be heard on July 23, 2025. The work order plans are approved, and the onsite drawings have been submitted to Building Permit. We anticipate breaking ground in the next several months. We are requesting an extension date of August 24, 2027, to complete the construction of the infrastructure.

Sincerely,



Josh Lutz, PE  
Senior Project Manager  
Community Development and Planning

JJL/kdl

**PLANNING DEPARTMENT  
DEVELOPMENT SERVICES DIVISION  
600 2nd Street NW, Ground Floor, 87102  
P.O. Box 1293, Albuquerque, NM 87103  
Office (505) 924-3946**

## **OFFICIAL NOTIFICATION OF DECISION**

Woodbury Corporation  
2733 East Parleys Way Suite 300  
Salt Lake City, Utah 84109

**Project# PR-2023-008851**  
**Application#**  
**SI-2023-00778 SITE PLAN**

### **LEGAL DESCRIPTION:**

Mixed-use development to include 405 dwelling units at a density of 42.52 du/ac, and approximately 13,500 sq ft of commercial space.

On August 17, 2023, the Development Facilitation Team (DFT) administratively approved a site plan concerning the above referenced application based on the Findings noted below:

1. This is a request to construct a 405 dwelling unit mixed-use development at a density of 42.52 du/ac and approximately 13,500 sf of commercial spaces on the subject property, a portion of Tract A-1-A-1, consisting of 9.5 acres and zoned PC. The subject property is located within the Community Center of Mesa del Sol.
2. An Infrastructure List was approved with this Application.
3. All plan sheets are sealed and signed by the relevant design professionals.
4. Hydrology Department will need a Master Drainage Plan which includes this development prior to Building Permit approval.
5. The Applicant provided the required notice as outlined in Table 6-1-1 of the IDO.



1) Pursuant to 6-5(G)(3) Review and Decision Criteria: An application for a Site Plan – Administrative shall be approved if it meets all of the following criteria:

- a) 6-5(G)(3)(a) *The Site Plan complies with all applicable provisions of this IDO, the DPM, other adopted City regulations, and any conditions specifically applied to development of the property in a prior permit or approval affecting the property.*

Per the Planned Communities Criteria 6-7(F)(3) of the IDO and the annexation agreement with the City of Albuquerque, the Review and Decision Criteria for this application for a Site Plan – Administrative is based upon the criteria in the Mesa del Sol Level A Community Master Plan and Mesa del Sol Level B Master Plan. Where the MdS Level A and B Plans are silent on a matter, the IDO standards were applied.

Per IDO 4-3, the Use Specific Standards for Multi-family meet the IDO requirements: At least one tree per ground floor dwelling unit and 1 tree per second floor unit is required. The total number of required trees is 239 and the total number of the provided trees is 220, which is acceptable given the urban nature of this development.

No sensitive land features are present on the site.

Per IDO 5-3, On-Site Pedestrian Connections: shade trees are provided along the pedestrian walkways where feasible. On-site pedestrian walkways are provided between the pedestrian entrances of each primary building on the site.

Per IDO 5-5, On-Site parking: Provided parking is 485 parking spaces, 12 ADA parking spaces, 48 bicycle spaces, 5 to 6 motorcycle parking spaces and 10 electric vehicle charging stations with a rating of 240 volts or higher need to be provided. Sufficient number of ADA parking spaces (12), motorcycle parking spaces (6), bicycle parking spaces (48), and electric vehicle charging stations (12) are provided.

Per IDO 5-6, minimum required landscape area (15% of net lot area) for this project is 40,598 SF; the provided landscape area is 87,530 SF (32% of net lot area).

Required vegetative coverage is a minimum of 65,647.5 SF (75% of the total landscape area). Provided vegetative coverage is 129,030 sf.

Of the required vegetative coverage, a minimum of 25 percent shall be provided as ground-level plants (shrubs, grasses, etc.) as measured of the mature size of the actual vegetation. Required ground-level vegetative coverage is 16,412 SF. Provided ground-level vegetative coverage is 33,200 SF.

No overhead distribution electric or transmission lines are or will be present on the site.

Per IDO 5-11, a letter from the MdS Architectural Review Committee is provided. Per Architectural Review Committee, building color selection process will be completed no later than the framing of the first building. Primary pedestrian entrances to each primary building are emphasized by overhangs, and decorative framed metal on the façades. Street-facing ground floor has 20% in transparent windows. Windows are recessed 2 inches and west facing windows have heat mitigation.

The balcony guardrails will be made of steel, and the balcony walls will be stucco. Vinyl sliding patio doors will open on to the balcony. The top floor balcony overhangs are fabricated metal for some balconies and stucco for others. Rooflines longer than 60 horizontal feet include at least one vertical or horizontal elevation change of at least 2 feet.

Per IDO 6-1, a pre-submittal neighborhood meeting was held on January 5, 2023. Mailed and electronic mail notices and posting of signs are documented in the submittal.

- a. 6-5(G)(3)(b) *The City's existing infrastructure and public improvements, including but not limited to its street, trail, drainage, and sidewalk systems, have adequate capacity to serve the proposed development, or the applicant has agreed to install required infrastructure and public improvements pursuant to Subsection Subsection 14-16-1-7(B)(2) and 14-16-5-4(N) and/or a signed an Infrastructure Improvements Agreement (IIA) pursuant to Subsection 14-16-5-4(O) to add adequate capacity..*

The site has access to a full range of urban services including utilities, roads and emergency services. This project is expanding the roads and building out the street and sidewalk network on the four perimeters of the site. Two drainage ponds are provided to manage storm water. An infrastructure list accompanies this approval and provides the completion of water and sewer systems. The project, therefore, will not burden the existing systems.

- b. 6-5(G)(3)(c) *If the subject property is within an approved Master Development Plan, the Site Plan shall meet any relevant standards in the Master Development Plan in addition to any standards applicable in the zone district the subject property is in.*

The subject property is not located within an approved Master Development Plan; therefore, this criterion does not apply.

- c. 6-5(G)(3)(d) *If the subject property is within an approved Framework Plan, the Site Plan shall meet any relevant standards in the Framework Plan in addition to any IDO standards applicable to the type of development.*

The subject property is located within an approved Framework Plan; Per Planned Communities Criteria 6-7(F)(3) and annexation agreement with the City of Albuquerque, the Review and Decision Criteria for this application for a Site Plan – Administrative is based upon the criteria in the Mesa del Sol Level A Community Master Plan and Mesa del Sol Level B Master Plan as approved by Development Review Board, unless the MdS Level A and B Plans are silent on a matter (in which case the IDO standards apply). An application for a Site Plan – Administrative shall be approved if it meets all of the following criteria of the MdS Level A and B Master plans:

Per MdS Level B Plan Section 2.3.3.

The proposed project is a 405 dwelling unit mixed-use development at a density of 42.52 du/ac and approximately 13,500 sf of commercial spaces.

The proposed uses are permissive in the community center. The proposed FAR is 1.2. and the proposed du/ac is 43. The proposed building heights range between 37 feet 4.5 inches and 59 feet 6 inches and comply with this standard. MdS Level B Plan has no minimum parking requirements. 485 parking spaces are provided based on market demand, taking into account the mixed-use nature and transit accessibility of the Community Center. No single parking area exceeds 150 spaces.

The MdS Level B Plan requires 15% of the site area be designated for useable open space. The provided usable open space is 79,009 sf which is a total of 29% of the net site area (excluding usable open space that is private to a household, such as balconies). Applicant has provided a 10-foot setback on all sides of the property.

On the Mesa Del Sol Boulevard, West University Boulevard, and Stryker Road an 8-foot landscape strip and an 8-foot sidewalk will be provided. Along Dekooning Avenue a 5-foot landscape strip and a 5-foot sidewalk will be provided (to match the existing 5-foot sidewalk and 5-foot landscape strip).

Water harvesting areas for surface runoff are provided in parking lots. The parking lots contain stormwater basins that will be collected by storm drain and conveyed to the existing storm drainpipe within Dekooning, as shown on the conceptual proposed drainage exhibit. The required stormwater quality volume required by MdS Framework Plan is 0.269 ac-ft, and 0.502 ac-ft is provided. This is documented in a table on Drainage Management Plan.

The proposed plants were either selected from the MdS Level B Plan Technical appendices plant list or similar plants.

**Conditions:**

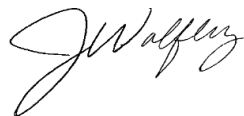
1. An Infrastructure List was approved with this Site Plan. The infrastructure on the Infrastructure List must be financially guaranteed, and a recorded Infrastructure Improvement Agreement (IIA) must be recorded and submitted prior to final sign-off of the Site Plan by DFT staff.

**APPEAL:** If you wish to appeal this decision, you must do so within 15 days of the DFT's decision or by **SEPTEMBER 1, 2023**. The date of the DFT's decision is not included in the 15-day period for filing an appeal, and if the 15<sup>th</sup> day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). Appeals should be submitted via email to [PLNDRS@CABQ.GOV](mailto:PLNDRS@CABQ.GOV) (if files are less than 9MB in size). Files larger than 9MB can be sent to [PLNDRS@CABQ.GOV](mailto:PLNDRS@CABQ.GOV) using <https://wettransfer.com>. A Non-Refundable filing fee will be calculated and you will receive instructions about paying the fee online.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal period do so at their own risk. Successful applicants are reminded that there may be other City regulations of the IDO that must be complied with, even after approval of the referenced application(s).

Sincerely,



Jolene Wolfley  
Associate Director

JW/ha

Dekker Perich Sabatini, 7601 Jefferson St NE Suite 100, Albuquerque, NM 87109



Realtors / Brokers / Managers  
Developers / Consultants / Architects

2733 East Parleys Way, Suite 300 / Salt Lake City, Utah 84109-1662

(801) 485-7770

Fax (801) 485-0209

July 14, 2025

DFT  
Planning Department  
415 Silver Ave SW  
Albuquerque, NM 87102

Re: Agent Letter of Authorization – Woodbury Apartments (Tract A of Tracts A thru M City Center)  
PR-2023-008851

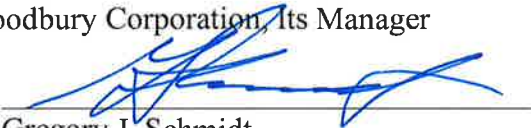
Dear Development Facilitation Team:

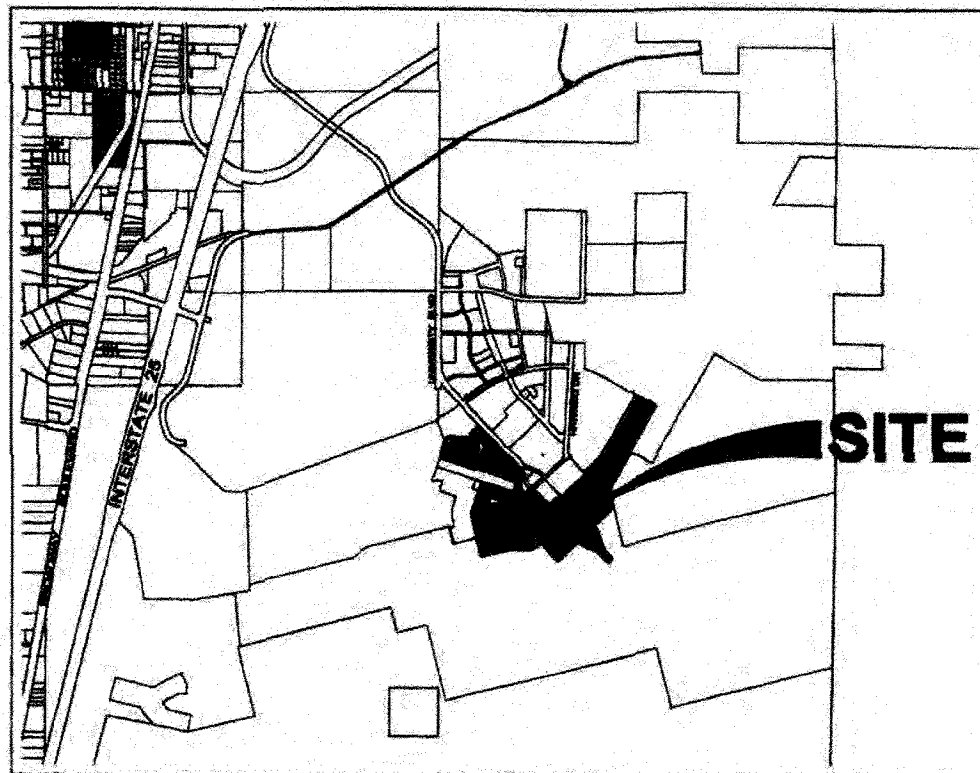
MDS FLATS QOZB LLC hereby appoints Bohannon Huston Inc. (BHI) as agents to act on our behalf in the application process in order to obtain information, submit entitlements, permit applications, plats, and any other necessary approvals to the DHO/DFT and/or Bernalillo County.

Sincerely,

MDS FLATS QOZB LLC

By: Woodbury Corporation, Its Manager

By:   
Gregory J. Schmidt  
Development Manager



LOCATION MAP  
NOT TO SCALE

#### SUBDIVISION DATA

1. DRB No.
2. Zone Atlas Index No.: R-15, R-16, R-17, S-15, S-16, S-17, T-15, T-16, T-17.
3. Gross Subdivision Acreage: 134.7249 Acres.
4. Total Number of Tracts Created: 13 New Tracts with New Right-of-Way as shown.
5. Total Right-of-Way to be dedicated via this plat is 37.7673 Acres.
6. Total mileage of Right-of-Way created: 3.97 miles.
7. Plat is located within Sections 22, 23, 27, T 9 N, R 3 E; N.M.P.M.
8. Date of Survey: February, 2022.
9. Zoning: PC.

#### PURPOSE OF PLAT

The purpose of this Replat is to subdivide one (1) tract into thirteen (13) tracts, Tracts A thru M, and to create public streets in Tract 17 as the same is shown and designated in Bulk Land Plat Tracts 1 Through 18, Artists (Replat of Tract A-1-A-1-A, Mesa Del Sol Innovation Park), in Doc No. 2022014343, filed on 2-11-2022 in Bk 2022C Page 0012 and to grant easements as shown hereon.

#### PUBLIC UTILITY EASEMENTS

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

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

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

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

#### Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest Corporation D/B/A CenturyLink (QWEST) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGC 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.

#### LEGAL DESCRIPTION

A certain tract of land being Tract 17 situate within Sections 22, 23, 27, Township 9 North, Range 3 East, N.M.P.M. City of Albuquerque, Bernalillo County, New Mexico, Tract 17, Bulk Land Plat, Tracts 1 Through 18, Artists (A Replat of Tract A-1-A-1-A, Mesa Del Sol Innovation Park), City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk, Bernalillo County in Doc No. 2022014343, filed on 2-11-2022 in Bk 2022C Page 0012

#### FREE CONSENT AND DEDICATION

The plat shown hereon is made with the owner(s) 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 Albuquerque, New Mexico. Said owner(s) hereby grant all Easements as shown on this plat. Access easements are permanent. Said owner(s) hereby dedicate Public Rights-of-Way as shown on this plat to City of Albuquerque, New Mexico in Fee Simple with Warranty Covenants.

Steve B. Chavez 2/1/22 Date  
Steve B. Chavez,  
MDS INVESTMENTS, LLC a New Mexico limited liability company

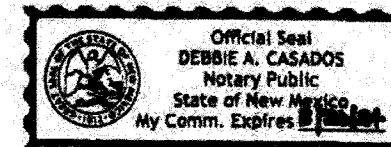
State of New Mexico )

County of Bernalillo )

This instrument was acknowledged before me on 1 day of February 2022

by Steve B. Chavez, MDS INVESTMENTS, LLC

My Commission Expires: 3/20/24 Debbie A. Casados  
Notary Public



#### NOTES

1. Tract is subject to Flood Zone X as designated on FIRM Map 35001C0555H, revised August 16, 2012.
2. Basis of Bearings is the inverse between City of Albuquerque Control Stations "1\_R16" having NM NAD 83 State Plane Grid Coordinates Central Zone: N=1,453,438.889 and E=1,532,715.689 and "3\_Q16" having NM NAD 83 State Plane Grid Coordinates Central Zone: N=1,457,045.084 and E=1,533,498.782. Bearing= N12°15'07"E.
3. Distances are ground distances "US SURVEY FOOT".
4. Plat bearings and distances are the same as shown on record plats referenced hereon.
5. 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".
6. 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".
7. Centerline monuments to be installed at the centerline PC's, PT's, angle points and street intersections prior to acceptance of subdivision street improvements and will consist of a standard 3-1/4" aluminum alloy cap stamped "CITY OF ALBUQUERQUE", "CENTERLINE MONUMENTATION", "SURVEY MARKER", "DO NOT DISTURB", PLS 15517".

#### JURISDICTIONAL AFFIDAVIT

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

Barry S. Phillips  
Barry S. Phillips  
New Mexico Professional Surveyor 15517

#### 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.

#### 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 plat of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and is true and accurate to the best of my knowledge and belief.

Barry S. Phillips 2-1-22 Date  
Barry S. Phillips

DOCH 2023039537

06/26/2023 03:07 PM Page: 1 of 4  
PLAT R: \$25.00 B: 2023C P: 0051 Linda Stover, Bernalillo County

## TRACTS A THRU M CITY CENTER BEING A REPLAT OF TRACT 17 OF ARTISTE (BULK LAND PLAT, TRACTS 1 THROUGH 18, ARTISTE) CITY OF ALBUQUERQUE BERNALILLO COUNTY, NEW MEXICO FEBRUARY, 2022

PROJECT NUMBER: PR-2021-005628

Application Number: SD-2023-00094, SD-2023-00095, and SD-2023-00096

#### PLAT APPROVAL

##### Utility Approvals:

<u>PNM Electric Services</u>	09/30/2022
Date	
<u>9/28/2022</u>	
<u>New Mexico Gas Company</u>	Date
<u>Natalia Antonio</u>	9/27/2022
Century Link	Date
<u>Mike Mortua</u>	09/26/2022
Comcast	Date

##### City Approvals:

<u>Loren N. Risenhoover P.S.</u>	2/4/2022
City Surveyor	Date
<u>Ernest Armijo</u>	Jun 7, 2023
Traffic Engineering, Transportation Division	Date
<u>Jun 15, 2023</u>	
<u>ABCWUA</u>	Date
<u>Jun 6, 2023</u>	
<u>Parks and Recreation Department</u>	Date
<u>9/26/2022</u>	
<u>AMAFIA</u>	Date
<u>Hydrology</u>	Jun 6, 2023
Date	
<u>Jun 6, 2023</u>	
<u>Code Enforcement</u>	Date
<u>Jun 21, 2023</u>	
<u>Shahab Biazar</u>	Date
City Engineer	
<u>Jun 6, 2023</u>	
<u>Planning</u>	Date

#### TAX CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC # 10160503464960901

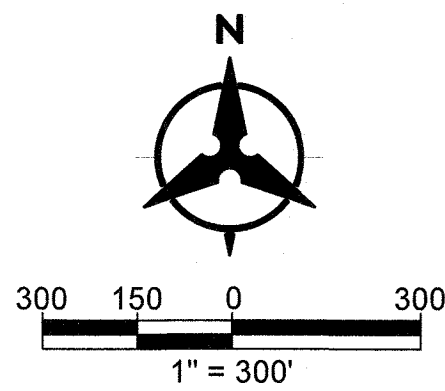
PROPERTY OWNER OF RECORD: MDS INVESTMENTS, LLC

Dionne Mares 2-26-2023  
BERNALILLO COUNTY TREASURER'S OFFICE DATE

**Bohannon & Huston**  
www.bhinc.com 800.877.5332

SHEET 1 OF 4





DOCH 2023039537

06/26/2023 03:07 PM Page: 2 of 4  
PLAT R: \$25.00 B: 2023C P: 0051 Linda Stover, Bernalillo County

ALBUQUERQUE GEODETIC REFERENCE STATION "3-Q16"  
GEOGRAPHIC POSITION (NAD 1983)  
NM STATE PLANE GRID COORDINATES  
(CENTRAL ZONE, US SURVEY FOOT)  
N = 1,457,045.094 USft E = 1,533,488.782 USft  
GROUND TO GRID FACTOR = 0.999663002  
DELTA ALPHA = -00°12'17.33"  
NAVD 1988 ELEVATION = 5310.390 USft

ALBUQUERQUE GEODETIC REFERENCE STATION "1-R16"  
GEOGRAPHIC POSITION (NAD 1983)  
NM STATE PLANE GRID COORDINATES  
(CENTRAL ZONE, US SURVEY FOOT)  
N = 1,453,438.899 USft E = 1,532,715.669 USft  
GROUND TO GRID FACTOR = 0.999664099  
DELTA ALPHA = -00°12'22.46"  
NAVD 1988 ELEVATION = 5291.451 USft

**TRACTS A THRU M  
CITY CENTER**  
BEING A REPLAT OF TRACT 17 OF ARTISTE  
(BULK LAND PLAT, TRACTS 1 THROUGH 18, ARTISTE)  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
FEBRUARY, 2022

LEGEND	
	FOUND PLASTIC CAP STAMPED "GROMATSKY 16469 OR PHILLIPS 15517 OR BENHAM 15500"
	SET CHISELED MARK IN CONCRETE
	FOUND 5/8" REBAR
	FOUND BRASS CAP AS NOTED
	CALCULATED CORNER
	CENTERLINE MONUMENT
	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE

NOTE:

1. SEE SHEET 4 OF 4 FOR TANGENT AND CURVE TABLES.
2. SEE THIS SHEET FOR EASEMENT KEYED NOTES.

EXISTING EASEMENT KEY NOTES

- |   |  |
|---|--|
| <p><b>(A)</b> EXISTING 10' PUBLIC UTILITY EASEMENT<br/>FILED: SEPTEMBER 13, 2007<br/>(BK 2007C, PG. 259)</p> <p><b>(B)</b> EXISTING 80' PUBLIC ROADWAY EASEMENT<br/>GRANTED TO THE CITY OF ALBUQUERQUE<br/>FILED: JULY 11, 2011<br/>(BK 2011C, PG. 66)</p> <p><b>(C)</b> EXISTING PUBLIC ROADWAY<br/>EASEMENT DOC. NO. 2015020311</p> <p><b>(D)</b> 78' PUBLIC RIGHT OF WAY<br/>(RECORDED BULK LAND PLAT OF<br/>TRACTS 28 &amp; A-1-A<br/>MESA DEL SOL INNOVATION PARK)<br/>FILED: MAY 25, 2018<br/>(BK. 2018C, PG. 70)</p> <p><b>(E)</b> EXISTING 40' PUBLIC<br/>STORM DRAIN EASEMENT<br/>(DOC NO. 20150023572)</p> <p><b>(F)</b> PUBLIC DRAINAGE EASEMENT<br/>RECORDED BULK LAND PLAT TRACTS 28 &amp; A-1-A<br/>MESA DEL SOL INNOVATION PARK<br/>FILED: MAY 25, 2018<br/>(BK. 2018C, PG. 70)</p> <p><b>(G)</b> EXISTING 78' PUBLIC DRAINAGE EASEMENT<br/>FILED: MAY 25, 2018<br/>(BK 2018C, PG. 70)</p> <p><b>(H)</b> EXISTING 10' UNDERGROUND COMMUNICATION<br/>EASEMENT GRANTED TO MCIMETRO ACCESS<br/>TRANSMISSION SERVICES, LLC<br/>FILED: JULY 27, 2009<br/>DOCUMENT NO. 2009084209</p> <p><b>(I)</b> EXISTING 10' PNM PERMIT<br/>FILED: JULY 22, 1954<br/>(BK D285, PG. 517)<br/>DOCUMENT NO. 28421 MODIFIED BY<br/>QUITCLAIM DEED AND ASSIGNMENT<br/>FILED: FEBRUARY 8, 1955<br/>(BK D305, PG. 307)<br/>DOCUMENT NO. 48709</p> | <p><b>(J)</b> EXISTING 10' PNM PERMIT<br/>FILED: JULY 22, 1954<br/>(BK D285, PG. 517)<br/>DOCUMENT NO. 28421 MODIFIED BY<br/>QUITCLAIM DEED AND ASSIGNMENT<br/>FILED: FEBRUARY 8, 1955 (BK D305, PG. 307)<br/>DOCUMENT NO. 48709</p> <p><b>(K)</b> EXISTING 40' WIDE EASEMENT<br/>GRANTED TO WEST EMERALD PIPELINE CORP<br/>DATED: AUGUST 11, 1958<br/>NOT OF PUBLIC RECORD<br/>PROVIDED BY STATE LAND OFFICE</p> <p><b>(L)</b> EXISTING 30' PERMIT FOR<br/>RIGHT OF WAY AND EASEMENT<br/>FOR A PRIMARY DISTRIBUTION LINE<br/>GRANTED TO PNM<br/>DATED: APRIL 28, 1969</p> <p><b>(M)</b> EXISTING 37' ABCWUA UTILITY EASEMENT<br/>FILED: APRIL 6, 2022<br/>(DOC NO. 2022034114)</p> <p><b>(N)</b> EXISTING PUBLIC ROADWAY EASEMENT<br/>GRANTED TO ABCWUA<br/>(WIDTH VARIES)<br/>FILED: JANUARY 31, 2022<br/>DOCUMENT NO. 2022010128<br/>VACATED WITH THE FILING OF THIS PLAT<br/>(VACATION NO. SD-2023-00094)</p> <p><b>(O)</b> TEMPORARY RETENTION POND EASEMENT<br/>FILED: JANUARY 25, 2022<br/>DOCUMENT NO. 2022008148</p> <p><b>(Q)</b> EXISTING EASEMENT AGREEMENT<br/>FILED: JUNE 21, 2006<br/>DOCUMENT NO. 2002091310<br/>RELEASED FOR PARCELS A THRU M<br/>AND REMAINDER OF TRACT 17 WITH THE<br/>FILING OF THIS PLAT<br/>(VACATION NO. SD-2023-00095)</p> |
|---|--|

DETAIL "A"  
SCALE: 1"=50'

STATE OF NEW MEXICO  
TRACT 2  
FILED: JUNE 21, 2006  
(BK. 2006C, PG. 195)

TOTAL AREA OF SUBDIVISION = 134.7249 AC.  
TOTAL R/W DEDICATED = 37.7673 AC.



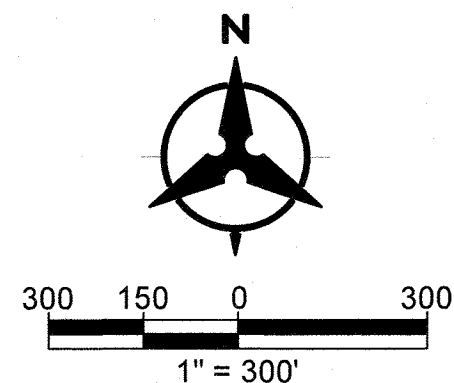
**Bohannon & Huston**  
www.bhinc.com 800.877.5332

SHEET 2 OF 4

DOCH 2023039537

06/26/2023 03:07 PM Page: 3 of 4  
PLAT R: \$25.00 B: 2023C P: 0051 Linda Stover, Bernalillo County

TRACTS A THRU M  
CITY CENTER  
BEING A REPLAT OF TRACT 17 OF ARTISTE  
(BULK LAND PLAT, TRACTS 1 THROUGH 18, ARTISTE)  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
FEBRUARY, 2022



LEGEND	
	FOUND PLASTIC CAP STAMPED "GROMATSKY 16469 OR PHILLIPS 15517 OR BENHAM 15500"
	SET CHISELED MARK IN CONCRETE
	FOUND 5/8" REBAR
	FOUND BRASS CAP AS NOTED
	CALCULATED CORNER
	CENTERLINE MONUMENT
	SUBJECT PROPERTY LINE
	ADJOINING PROPERTY LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE

NOTE:

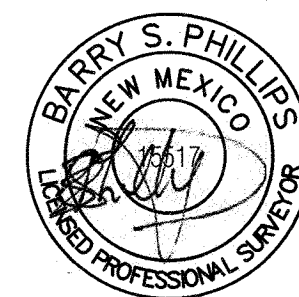
- SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
- SEE SHEET 2 OF 4 FOR EASEMENT KEYED NOTES.

RIGHT-OF-WAY CL TANGENT DATA		
ID	BEARING	DISTANCE
T43	S14°03'55"E	59.31'
T44	N46°02'24"E	731.44'
T45	N43°57'36"W	439.00'
T46	N43°57'36"W	439.00'
T47	N43°57'36"W	439.00'
T48	N43°57'36"W	107.00'
T49	N43°57'36"W	107.00'
T50	N43°57'36"W	205.00'
T51	N46°02'24"E	7.00'
T52	S14°03'53"E	376.11'
T53	S14°03'53"E	377.00'
T54	N46°02'24"E	137.00'
T55	N43°57'36"W	251.03'
T56	N46°02'24"E	100.00'

RIGHT-OF-WAY CL CURVE DATA						
ID	ARC	RADIUS	TANGENT	DELTA	CHORD	CHORD BRG
C25	148.76'	546.50'	74.84'	15°35'48"	148.30'	N38°14'30"E
C26	184.27'	546.50'	93.02'	19°19'10"	183.40'	S20°47'01"W
C27	181.08'	415.00'	92.00'	25°00'00"	179.64'	N31°27'36"W
C28	222.53'	510.00'	113.06'	25°00'00"	220.77'	S31°27'36"E
C29	222.53'	510.00'	113.06'	25°00'00"	220.77'	N56°27'36"W
C30	181.08'	415.00'	92.00'	25°00'00"	179.64'	S56°27'36"E
C31	36.73'	762.00'	18.37'	2°45'43"	36.73'	N74°33'16"E
C32	200.72'	762.00'	100.94'	15°05'32"	200.14'	S83°28'53"W
C33	360.86'	762.00'	183.88'	27°08'00"	357.49'	N59°36'24"E
C34	325.85'	415.00'	171.85'	44°59'15"	317.54'	N68°32'01"E
C35	252.90'	415.00'	130.51'	34°54'57"	249.01'	N28°34'55"E

PROPOSED EASEMENT KEY NOTES

- (P) PROPOSED 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT.



**Bohannon & Huston**  
www.bhinc.com 800.877.5332

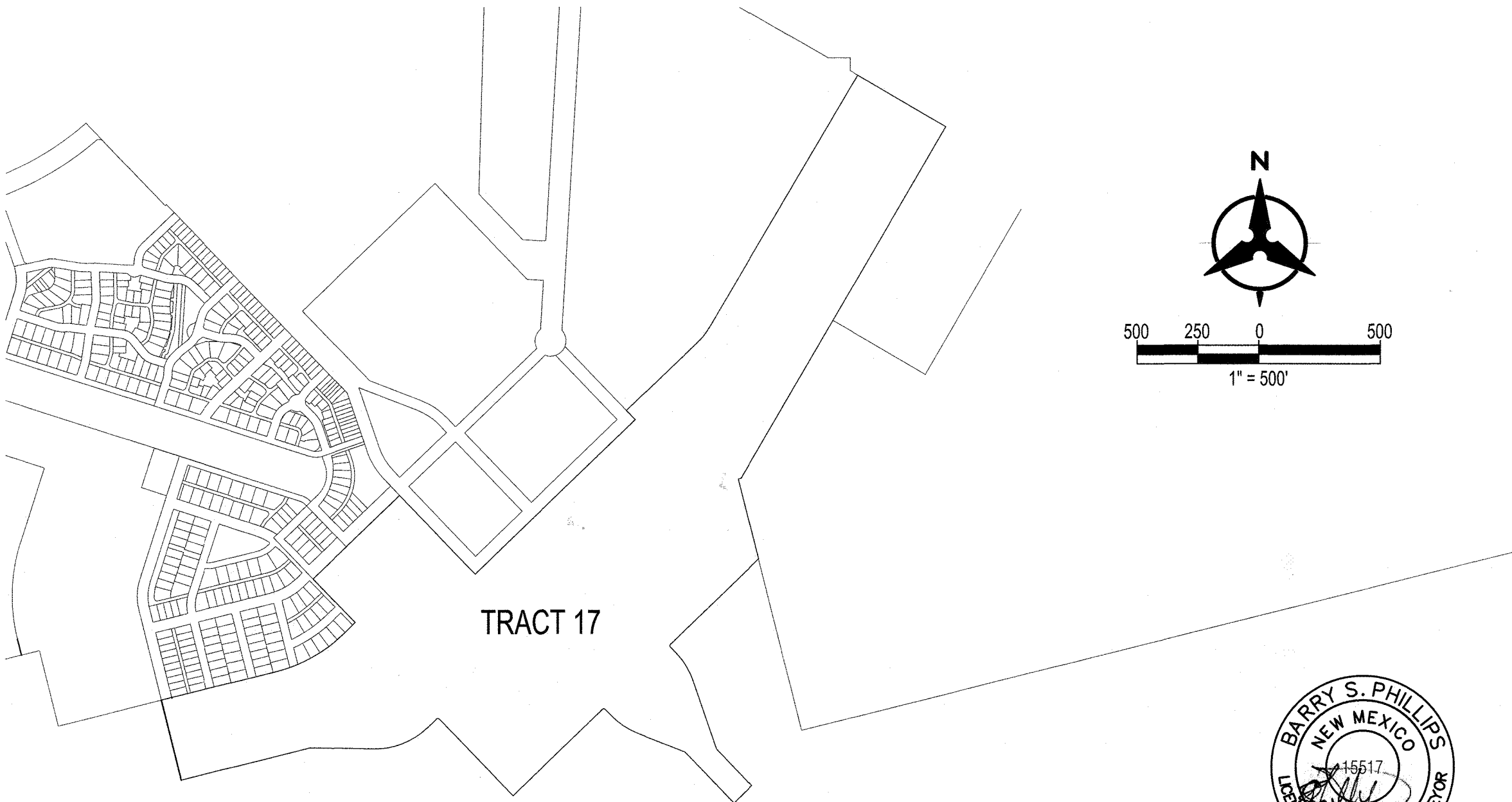
SHEET 3 OF 4



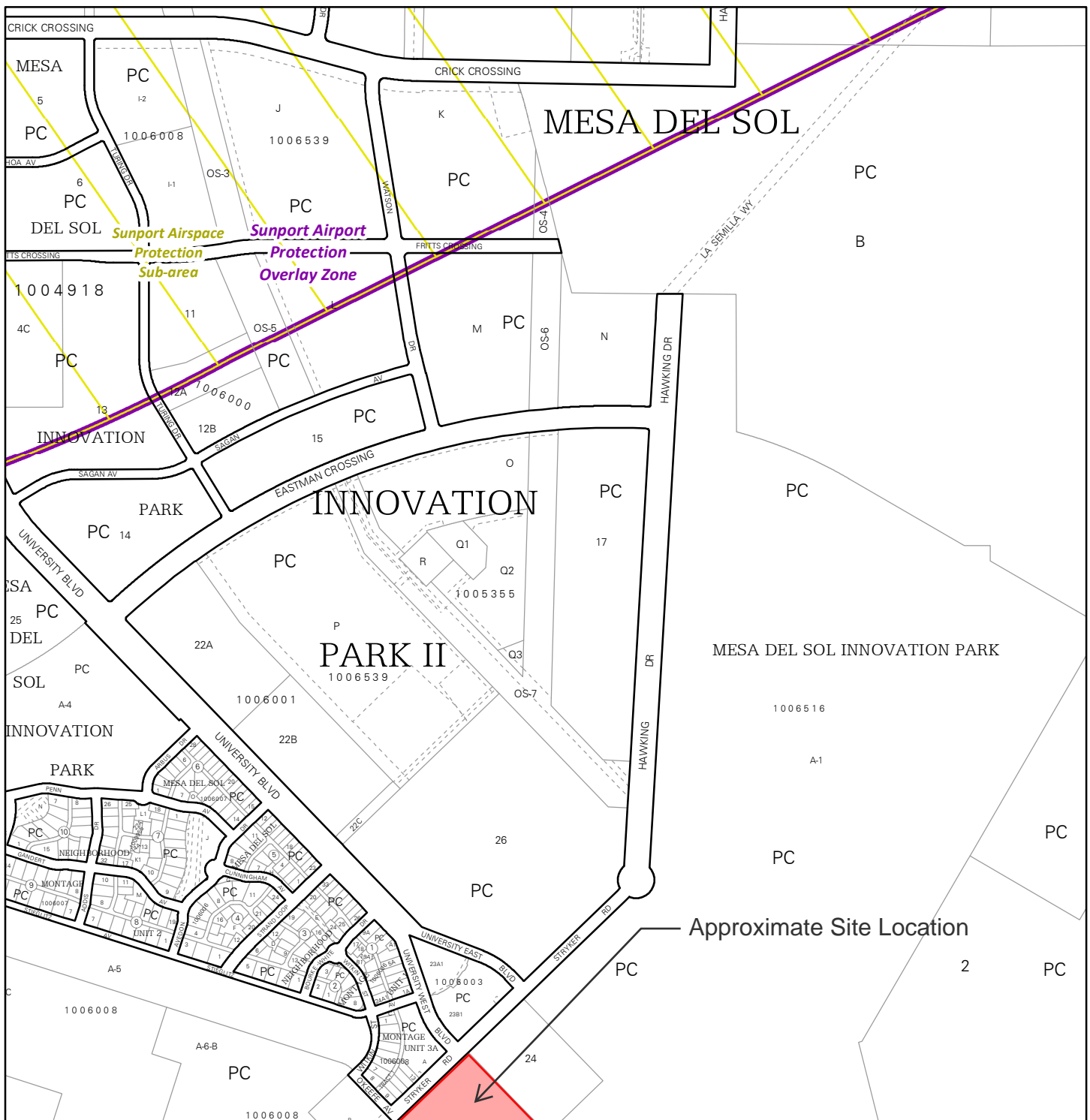
TRACTS A THRU M  
CITY CENTER  
BEING A REPLAT OF TRACT 17 OF ARTISTE  
(BULK LAND PLAT, TRACTS 1 THROUGH 18, ARTISTE)  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
FEBRUARY, 2022

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD BRG	CHORD
C1	34°54'57" RT	118.25'	229.13'	376.00'	S28°34'55"W	225.60'
C2	11°14'12" RT	71.12'	141.79'	723.00'	S51°39'30"W	141.56'
C3	29°53'43" LT	258.16'	504.55'	967.00'	N60°59'15"E	498.85'
C4	DID NOT USE					
C5	DID NOT USE					
C6	DID NOT USE					
C7	DID NOT USE					
C8	44°59'15" LT	187.99'	356.47'	454.00'	N68°32'01"E	347.38'
C9	25°00'00" LT	100.65'	198.09'	454.00'	S56°27'36"E	196.53'
C10	25°00'00" LT	100.65'	198.09'	454.00'	N31°27'36"W	196.53'
C11	25°00'00" RT	83.36'	164.06'	376.00'	S31°27'36"E	162.76'
C12	25°00'00" RT	83.36'	164.06'	376.00'	N56°27'36"W	162.76'
C13	34°54'57" LT	142.78'	276.67'	454.00'	N28°34'55"E	272.41'
C14	44°59'15" RT	155.70'	295.23'	376.00'	S68°32'01"W	287.70'
C15	15°35'47" LT	56.83'	112.97'	415.00'	N38°14'30"E	112.62'
C16	29°53'43" LT	244.28'	477.42'	915.00'	N60°59'15"E	472.03'
C17	90°00'00" RT	15.00'	23.56'	15.00'	N88°57'36"W	21.21'
C18	90°00'00" RT	15.00'	23.56'	15.00'	S01°02'24"W	21.21'
C19	90°00'00" RT	15.00'	23.56'	15.00'	N01°02'24"E	21.21'
C20	90°00'00" RT	15.00'	23.56'	15.00'	S88°57'36"E	21.21'
C21	90°00'00" RT	15.00'	23.56'	15.00'	N59°03'53"W	21.21'
C22	90°00'00" RT	15.00'	23.56'	15.00'	S30°56'07"W	21.21'
C23	90°00'00" RT	15.00'	23.56'	15.00'	N30°56'07"E	21.21'
C24	90°00'00" RT	15.00'	23.56'	15.00'	S59°03'53"E	21.21'

TANGENT DATA		
ID	BEARING	DISTANCE
T1	N46°02'24"E	45.00'
T2	N43°57'36"W	370.00'
T3	S14°03'55"E	23.18'
T4	S43°57'36"E	136.00'
T5	S75°56'07"W	153.59'
T6	N14°03'53"W	270.00'
T7	N75°56'07"E	112.00'
T8	N46°02'24"E	66.38'
T9	N43°57'36"W	52.00'
T10	N43°57'36"W	52.00'
T11	DID NOT USE	
T12	S88°58'21"E	394.70'
T13	N46°02'24"E	82.00'
T14	S68°57'36"E	311.07'
T15	S43°57'36"E	434.80'
T16	N46°02'24"E	152.00'
T17	N43°57'36"W	314.70'
T18	N18°57'36"W	443.58'
T19	S46°02'24"W	370.00'
T20	S18°57'36"E	389.88'
T21	N68°57'36"W	389.88'
T22	S75°56'04"W	17.45'
T23	S14°03'55"E	414.49'
T24	N88°58'21"W	410.11'
T25	N46°02'24"E	103.38'
T26	N43°57'36"W	375.00'
T27	N43°57'36"W	78.00'
T28	S43°57'36"E	434.80'
T29	DID NOT USE	
T30	DID NOT USE	
T31	DID NOT USE	
T32	DID NOT USE	
T33	DID NOT USE	
T34	S14°03'53"E	506.00'
T35	N75°56'07"E	822.55'
T36	S43°57'36"E	651.00'
T37	N46°02'24"E	761.00'
T38	N46°02'24"E	750.43'
T39	S14°03'55"E	23.18'
T40	N43°57'36"W	370.00'
T41	S46°02'24"W	370.00'
T42	DID NOT USE	

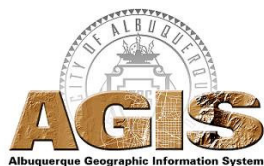


NOTE: EASEMENT AGREEMENT DOC. NO. 2006091310 (SEE  
NOTE "Q"- SHEET 2, VACATED WITHIN TRACT 17 WITH FILING OF  
THIS PLAT.

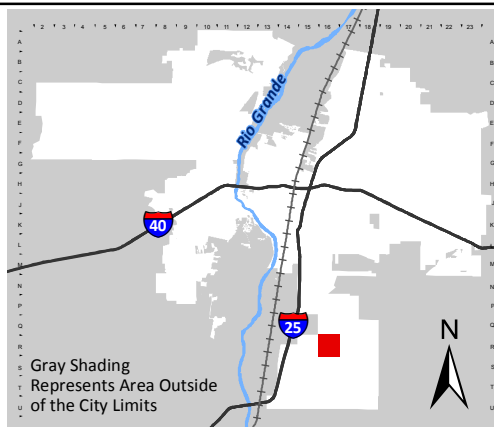


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

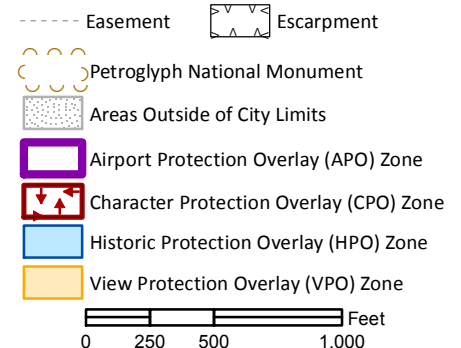
# IDO Zone Atlas May 2018

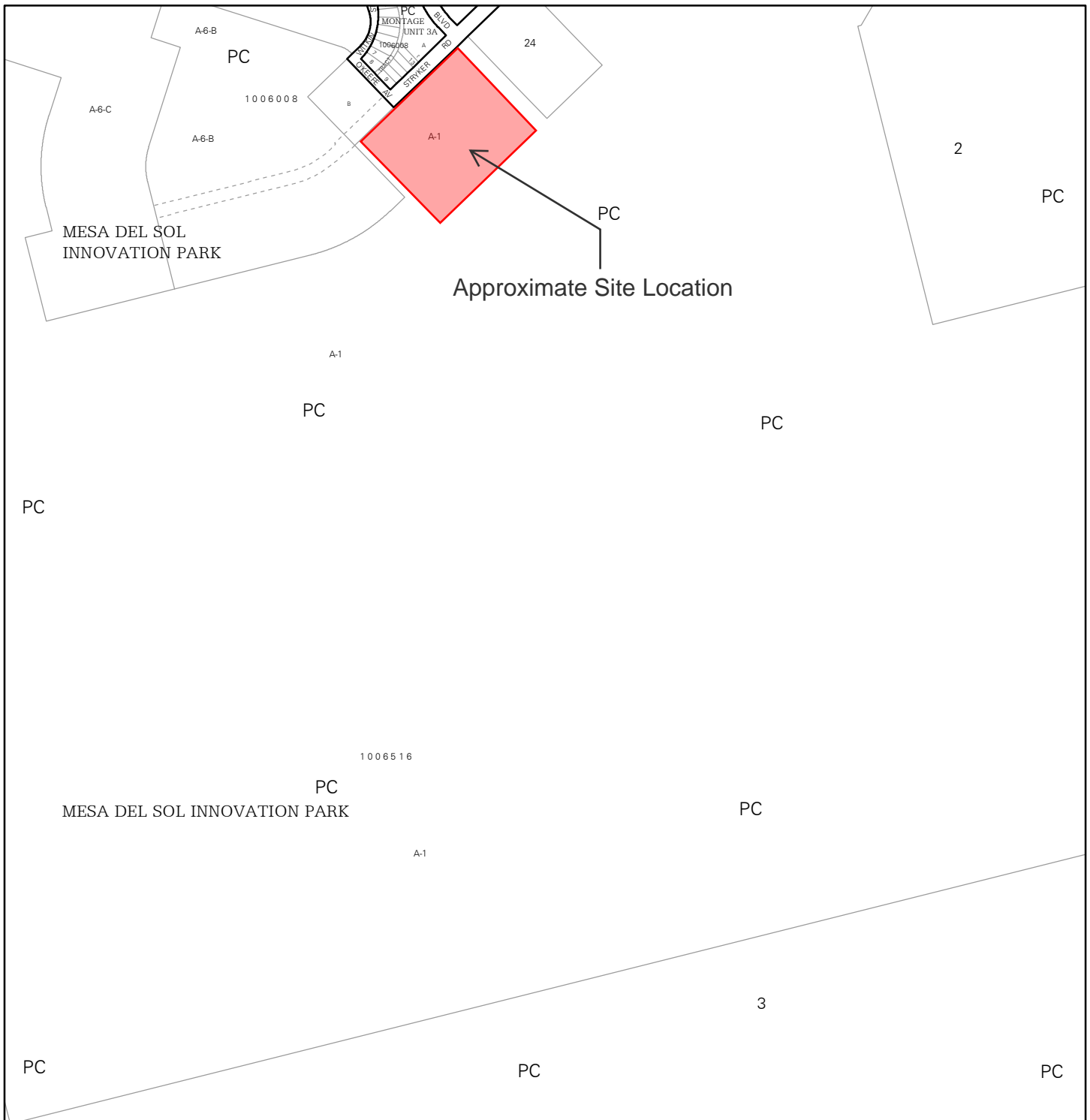


IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**R-16-Z**






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:  
**S-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

Gray Shading Represents Area Outside of the City Limits

