

# **MAJOR SUBDIVISION FINAL PLAT APPROVAL**

# **PLAT DOCUMENTATION**



**Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application. Please note that these applications are not reviewed in a public meeting.**

SUBDIVISIONS	MISCELLANEOUS APPLICATIONS
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Sidewalk Waiver (Form V2)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<input type="checkbox"/> Waiver to IDO (Form V2)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Waiver to DPM (Form V2)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Easement(s) DHO (Form V)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
	<b>APPEAL</b>
	<input type="checkbox"/> Decision of DHO (Form A)

**BRIEF DESCRIPTION OF REQUEST**

---



---



---



---



---

**APPLICATION INFORMATION**

Applicant/Owner:		Phone:
Address:		Email:
City:	State:	Zip:
Professional/Agent (if any):		Phone:
Address:		Email:
City:	State:	Zip:
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.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s):	Existing Zoning:	Proposed Zoning
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):

**LOCATION OF PROPERTY BY STREETS**

Site Address/Street:	Between:	and:
----------------------	----------	------

**CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)**

---



---

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: 1/31/23
Printed Name:	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent

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

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

**\_ MAJOR SUBDIVISION FINAL PLAT APPROVAL**

A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov). 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.* Divide the PDF with a title sheet for each of the two documentation sections in **bold** below.

**PLAT DOCUMENTATION**

- \_\_\_ 1) DHO Application form completed, signed, and dated
- \_\_\_ 2) Form S2 with all the submittal items checked/marked
- \_\_\_ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- \_\_\_ 4) Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ 5) Proposed Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat.
- \_\_\_ 6) Design elevations & cross sections of perimeter walls
- \_\_\_ 7) Recorded Infrastructure Improvements Agreement

**SUPPORTIVE DOCUMENTATION**

- \_\_\_ 8) Letter of authorization from the property owner if application is submitted by an agent
- \_\_\_ 9) Letter describing and explaining the request
- \_\_\_ 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- \_\_\_ 11) Interpreter Needed for Hearing? \_\_\_ if yes, indicate language: \_\_\_



**FORM DRWS: DRAINAGE REPORT/GRADING AND DRAINAGE PLAN / WATER & SANITARY SEWER AVAILABILITY**

THIS FORM IS REQUIRED WITH THE DEVELOPMENT REVIEW BOARD APPLICATION FOR SUBDIVISIONS AND SITE PLANS.

**PROJECT NAME:** Mesa Del Sol Town Center

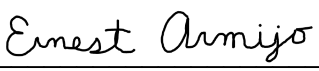
**AGIS MAP #** R14-17, S14-17, T15-17

**LEGAL DESCRIPTIONS:** Tract A-1-A-1-A  
of Mesa del Sol Innovation Park

X **DRAINAGE REPORT/GRADING AND DRAINAGE PLAN**

A drainage report/grading and drainage plan, as per the Drainage Ordinance, was submitted to the City of Albuquerque Planning Department, Hydrology Division (2<sup>nd</sup> /Ground Floor, Plaza del Sol) on 10/21/21 (date).


 10/21/21  
Applicant/Agent Date

 10/21/2021  
Hydrology Division Representative Date

**NOTE: A GRADING AND DRAINAGE PLAN MUST BE APPROVED PRIOR TO DRB APPROVAL**

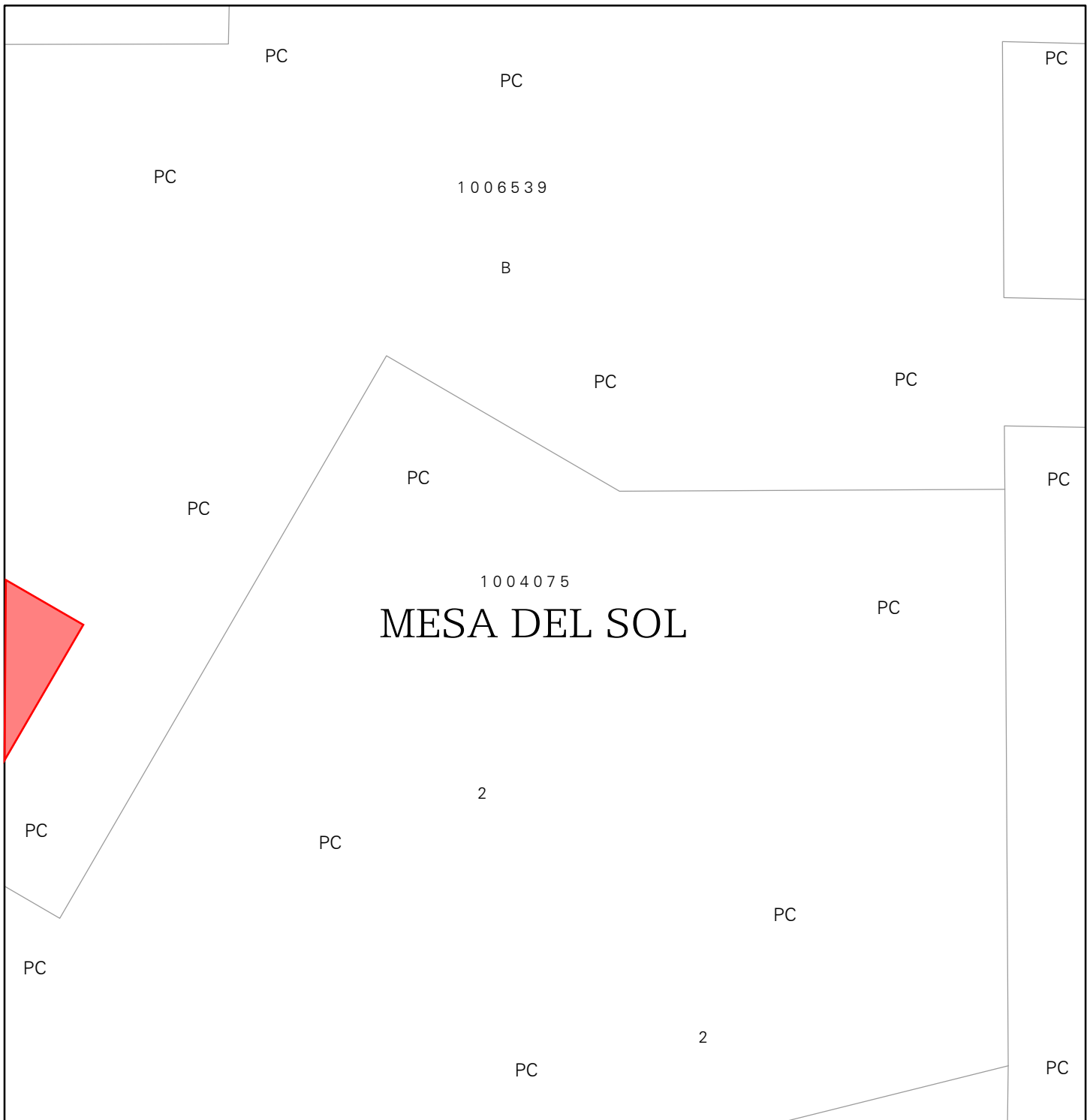
X **WATER AND SEWER AVAILABILITY STATEMENT**

A Water and Sewer Availability Statement for this project was requested to the ABCWUA (2<sup>nd</sup>/Ground floor, Plaza del Sol) on 10/20/21 (date).

 10/21/21  
Applicant/Agent Date

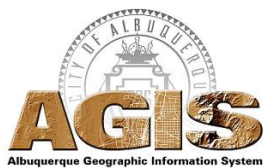
 10/21/2021  
ABCWUA Representative Date

**PROJECT #** PR-2021-00005628

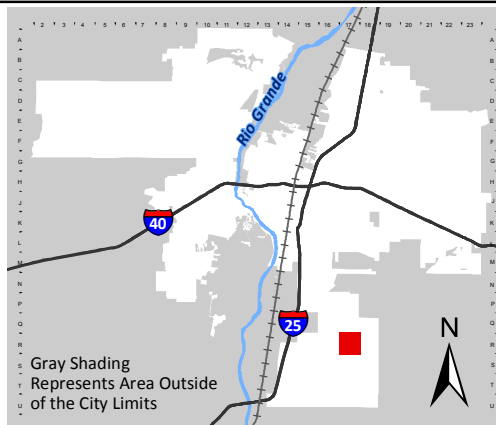


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018

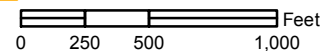


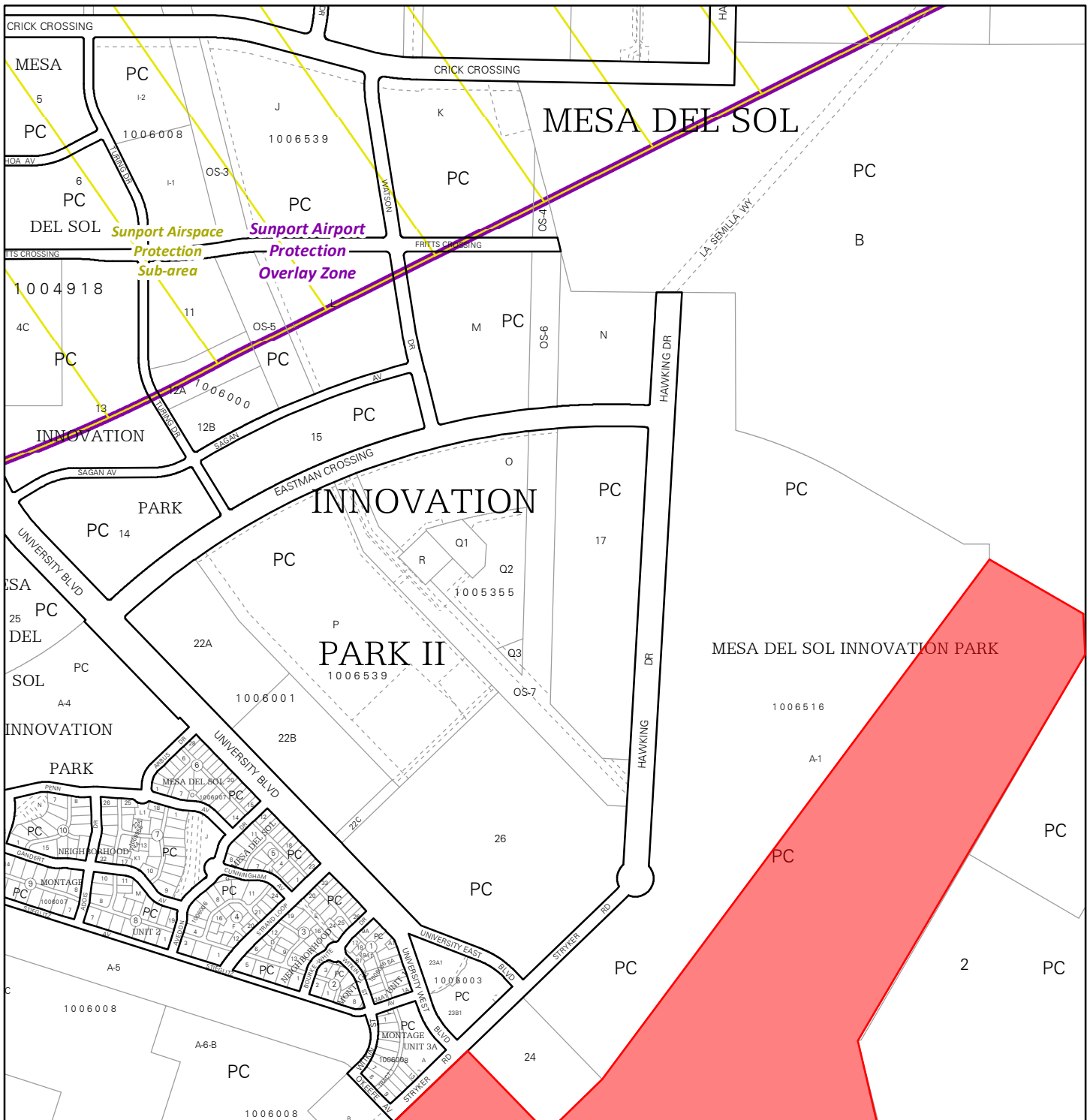
IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**R-17-Z**

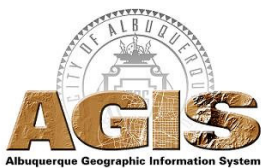
- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone



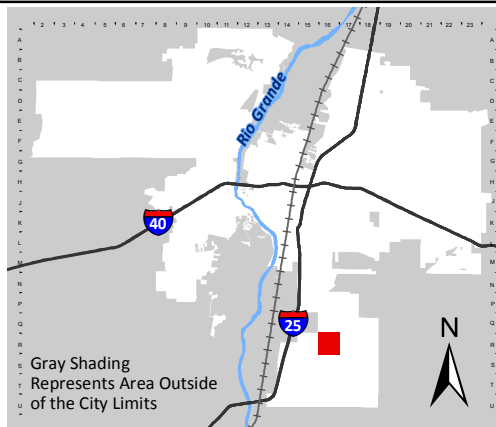


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018

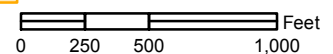


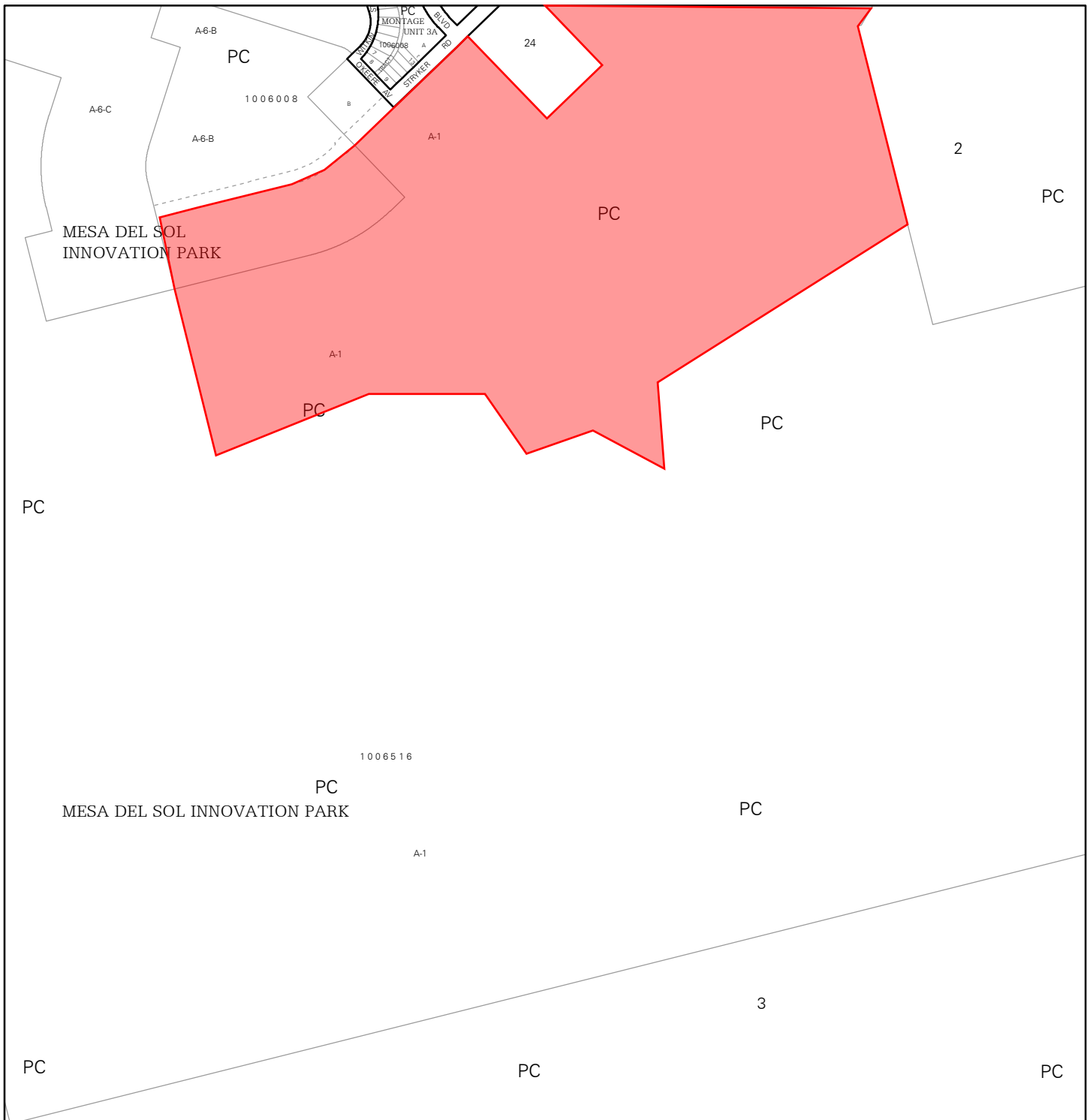
IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



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





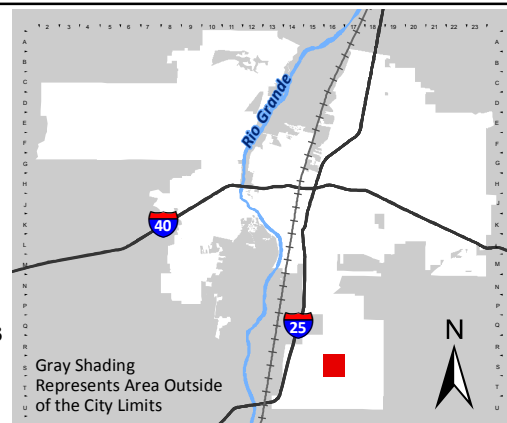
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

## IDO Zone Atlas May 2018

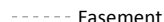









**IDO Zoning information as of May 17, 2018**  
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).

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



Gray Shading Represents Area Outside of the City Limits

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

0 250 500 1,000 Feet



**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**



**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, Artiste (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, Artiste (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

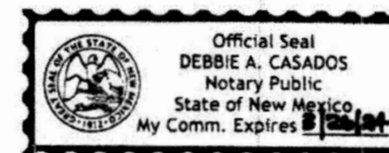
State of New Mexico )

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: 3/26/24 *Debbie A. Cobador*  
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=1,453,438.899 and E= 1,532,715.669 and "3\_Q16" having NM NAD 83 State Plane Grid Coordinates Central Zone: N=1,457,045.094 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" aluminium 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 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* 2-1-22 Date:  
Barry S. Phillips



PROJECT NUMBER: PR-2021-005628

Application Number: SD-2021-00214

**PLAT APPROVAL**

<b>Utility Approvals:</b>	
<i>[Signature]</i>	09/30/2022
PNM Electric Services	Date
<i>[Signature]</i>	9/28/2022
New Mexico Gas Company	Date
<i>Natalia Antonio</i>	9/27/2022
Century Link	Date
<i>Mike Montus</i>	09/26/2022
Comcast	Date

**City Approvals:**

<i>Loren N. Risenhoover P.S.</i>	2/4/2022
City Surveyor	Date
Traffic Engineering, Transportation Division	Date
ABCWUA	Date
Parks and Recreation Department	Date
<i>[Signature]</i>	9/26/2022
AMAF/A	Date
City Engineer/Hydrology	Date
Code Enforcement	Date
DRB Chairperson, Planning Department	Date

**TAX CERTIFICATION**

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

TRACT A-1-A-1-A: UPC #101505028528120101

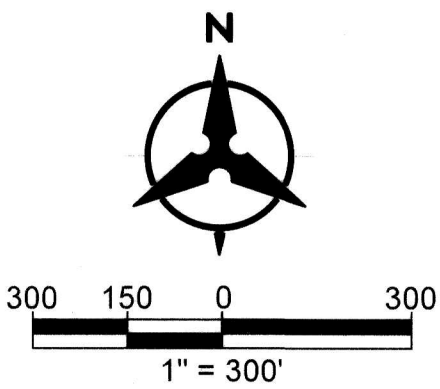
PROPERTY OWNER OF RECORD: TRACT A-1-A-1-A: MDS INVESTMENTS, LLC

BERNALILLO COUNTY TREASURER'S OFFICE DATE

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



**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**



**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 = 1,533,498.782 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

**LEGEND**

- FOUND PLASTIC CAP STAMPED "GROMATZKY 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**
- A** EXISTING 10' PUBLIC UTILITY EASEMENT  
FILED: SEPTEMBER 13, 2007  
(BK 2007C, PG 259)
  - B** EXISTING 80' PUBLIC ROADWAY EASEMENT  
GRANTED TO THE CITY OF ALBUQUERQUE  
FILED: JULY 11, 2011  
(BK 2011C, PG 66)
  - C** EXISTING PUBLIC ROADWAY  
EASEMENT DOC. NO. 2015020311
  - D** 78' PUBLIC RIGHT OF WAY  
(RECORDED BULK LAND PLAT OF  
TRACTS 28 & A-1-A  
MESA DEL SOL INNOVATION PARK)  
FILED: MAY 25, 2018  
(BK 2018C, PG 70)
  - E** EXISTING 40' PUBLIC  
STORM DRAIN EASEMENT  
(DOC NO. 20150223572)
  - F** PUBLIC DRAINAGE EASEMENT  
RECORDED BULK LAND PLAT TRACTS 28 & A-1-A  
MESA DEL SOL INNOVATION PARK)  
FILED: MAY 25, 2018  
(BK 2018C, PG 70)
  - G** EXISTING 78' PUBLIC DRAINAGE EASEMENT  
FILED: MAY 25, 2018  
(BK 2018C, PG 70)
  - H** EXISTING 10' UNDERGROUND COMMUNICATION  
EASEMENT GRANTED TO MC METRO ACCESS  
TRANSMISSION SERVICES, LLC  
FILED: JULY 27, 2009  
DOCUMENT NO. 2009084209
  - I** EXISTING 10' PNM PERMIT  
FILED: JULY 22, 1954  
(BK D285, PG 517)  
DOCUMENT NO. 28421 MODIFIED BY  
QUITCLAIM DEED AND ASSIGNMENT  
FILED: FEBRUARY 8, 1955  
(BK D305, PG 307)  
DOCUMENT NO. 48709
  - J** EXISTING 10' PNM PERMIT  
FILED: JULY 22, 1954  
(BK D285, PG 517)  
DOCUMENT NO. 28421 MODIFIED BY  
QUITCLAIM DEED AND ASSIGNMENT  
FILED: FEBRUARY 8, 1955 (BK D305, PG 307)  
DOCUMENT NO. 48709
  - K** EXISTING 40' WIDE EASEMENT  
GRANTED TO WEST EMERALD PIPELINE CORP  
DATED: AUGUST 11, 1958  
NOT OF PUBLIC RECORD  
PROVIDED BY STATE LAND OFFICE
  - L** EXISTING 30' PERMIT FOR  
RIGHT OF WAY AND EASEMENT  
FOR A PRIMARY DISTRIBUTION LINE  
GRANTED TO PNM  
DATED: APRIL 28, 1969
  - M** EXISTING 37' ABCWUA UTILITY EASEMENT  
FILED: APRIL 6, 2022  
(DOC NO. 2022034114)
  - N** EXISTING PUBLIC ROADWAY EASEMENT  
GRANTED TO ABCWUA  
(WIDTH VARIES)  
FILED: JANUARY 31, 2022  
DOCUMENT NO. 2022010128
  - O** TEMPORARY RETENTION POND EASEMENT  
FILED: JANUARY 25, 2022  
DOCUMENT NO. 2022008148



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

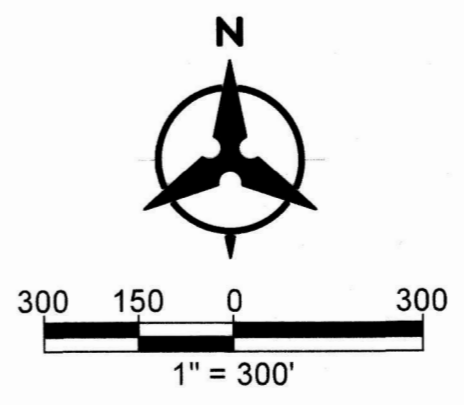
TOTAL AREA OF SUBDIVISION = 134.7249 AC.  
TOTAL R/W DEDICATED = 37.7673 AC.



T:\nu\_22-Sep-2022-10:35am\_Plot.dwg by: RGAUNA  
P:\20220326\SURVEY02\_OFFICE06\_PLAT\MDS City Center\20220326\_MDS\_City\_Center\_Plat.dwg



**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 "GROMATZKY 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 3 OF 4 FOR LINE AND CURVE TABLES.
  2. 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'

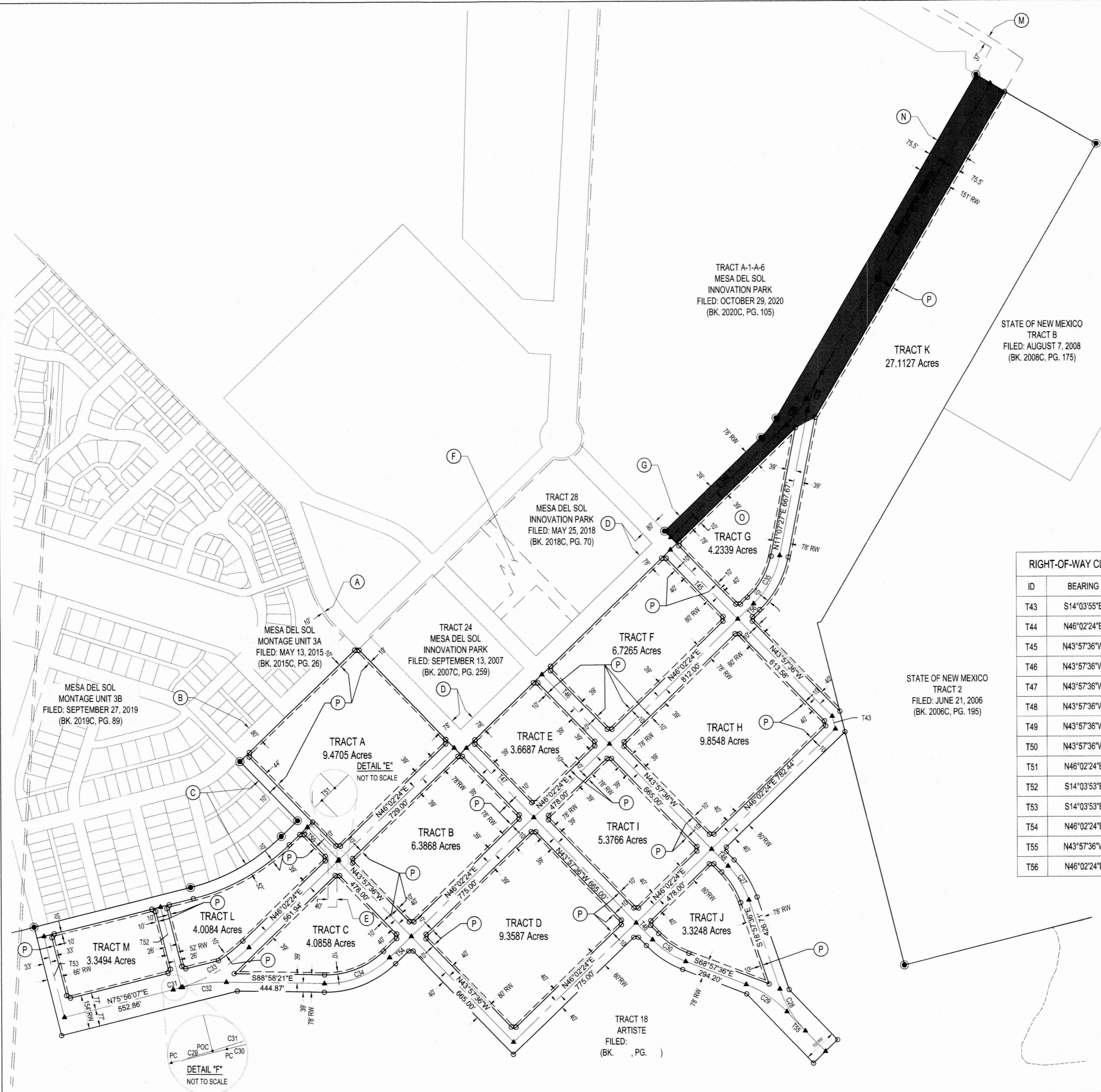
**RIGHT-OF-WAY CL CURVE DATA**

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



PL 44-86-2022 - 8:17 am, PLOTTED BY: AHUGO  
P:\2022\2022\SURVEY\02\_OFFICE\06\_PLAT\MDS\_City\_Center\20220326\_MDS\_City\_Center\_Plat.dwg

**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	





**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) January 18 2023, 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.] **STEVEN B. CHAVEZ**, whose email is **steve@sc3intl.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**. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:]

**TRACT 17, OF BULK LAND PLAT TRACTS 1 THROUGH 18 ARTISTE** recorded on **FEBRUARY 11, 2022**, attached, page(s) **0012**, as Document No. **2022014343** 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 INVESEMENTS, LLC** ("Owner").

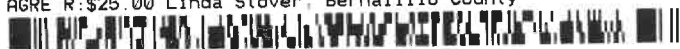
The Developer has submitted and the City has approved a Preliminary Plat or Site Plan Identified as **TRACT A THRU M CITY CENTER** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the 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 in Exhibit A, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the 12/14/2024 ("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. **393575**.

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

Doc# 2023003510



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 **BOHANNAN HUSTON, INC.** Improvements shall be performed by **BOHANNAN HUSTON, 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: MUNICIPAL LIEN

Amount: \$ \$34,653,230.79

Name of Financial Institution or Surety providing Guaranty:

N/A

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

12/14/2024

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]: Steve B. Chavez

Name [Print]: STEVEN B. CHAVEZ

Title: President

Dated: 11/29/22

DEVELOPER'S NOTARY

STATE OF New Mexico )  
 ) ss.

COUNTY OF Bernalillo )

This instrument was acknowledged before me on this 29 day of November, 2022, by

[name of person:] Steve Chavez, [title or capacity, for instance,

"President" or "Owner":] President of

[Developer:] SC3 Development, LLC.

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

Kimberly Diane Legan  
Notary Public

My Commission Expires: August 30, 2026





POWER OF ATTORNEY

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

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

[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:] **MDS INVESTMENTS, LLC** (“Owner”), of [address:] **VASSAR DR. NE, SUITE H.** [City:] **ALBUQUERQUE** [State:] **NM** [zip code] **87107**, 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

By [Signature:]: Steve B. Chavez

Name [Print]: STEVEN B. CHAVEZ

Title: Managing Partner

Dated: 11/29/22

The foregoing Power of Attorney was acknowledged before me on November 29,  
2022. By [name of person:] Steve Chavez [title or capacity, for  
Instance "President":] Managing Partner of [Owner]  
MDS Investments, LLC on behalf of the Owner.

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, 2026

Current DRC  
Project No.

Date Submitted:  
Date Site Plan Approved:  
Date Preliminary Plat Approved:  
Date Preliminary Plat Expires:  
DRB Project No. PR-2021-005628  
SD-2021-00214

Figure 12

INFRASTRUCTURE LIST

EXHIBIT "A"  
TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
MESA DEL SOL CITY CENTER PLAT  
A REPLAT OF TRACT 17 ARTISTE BULK LAND PLAT

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 appropriate items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include these items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appropriate or non-essential items can be deleted from the listing, these 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 approval. 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 Cost Engineer	
		<b>PUBLIC ROADWAY IMPROVEMENTS</b>								
		32' F-F (151' RIGHT OF WAY - HALF STREET IMPROVEMENTS - TRACT K SIDE)	ARTERIAL PAVING, PCC CURB & GUTTER, 8' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS (INCLUDING TEMPORARY TURNAROUND)	MESA DEL SOL BLVD	MDS LEVEL B BOUNDARY (NORTH WEST CORNER OF TRACT K)	EASTERN MESA DEL SOL COUPLET (NORTHEAST OF TRACT G)	/	/	/	
		28' F-EOP (78' RIGHT OF WAY HALF STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 18' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	NORTH MESA DEL SOL BLVD	FELLINI BLVD	WEST UNIVERSITY BLVD	/	/	/	
		48' F-F (78' RIGHT OF WAY FULL STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 16' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	NORTH MESA DEL SOL BLVD	WEST UNIVERSITY BLVD	WESTERN MESA DEL SOL COUPLET (WEST OF TRACT C)	/	/	/	
		48' F-F (78' RIGHT OF WAY FULL STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 16' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	SOUTH MESA DEL SOL BLVD	EASTERN MESA DEL SOL COUPLET (NORTHEAST OF TRACT G)	WESTERN MESA DEL SOL COUPLET (WEST OF TRACT C)	/	/	/	
		39' F-F (154' RIGHT OF WAY HALF STREET IMPROVEMENTS - TRACT L & M SIDE)	ARTERIAL PAVING, PCC CURB & GUTTER, 10' MULTIPURPOSE TRAIL	MESA DEL SOL BLVD	EASTERN COUPLET (WEST OF TRACT C)	STRAND LOOP	/	/	/	
		48' F-F (80' RIGHT OF WAY FULL STREET IMPROVEMENTS)	PAVEMENT, CURB AND GUTTER, 5' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	FELLINI BLVD	NORTH MESA DEL SOL BLVD	CATHERINE XING	/	/	/	
		48' F-F (78' RIGHT OF WAY FULL STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 16' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	EAST UNIVERSITY BLVD	NORTH MESA DEL SOL BLVD	SOUTHERN UNIVERSITY BLVD COUPLET (SOUTH EAST OF TRACT J)	/	/	/	
		28' F-F (78' RIGHT OF WAY HALF STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 18' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	WEST UNIVERSITY BLVD	STRYKER ROAD	NORTH MESA DEL SOL BLVD	/	/	/	
		48' F-F (78' RIGHT OF WAY FULL STREET IMPROVEMENTS)	ARTERIAL PAVING, PCC CURB & GUTTER, 18' SIDEWALK TO BE REQUIRED AND FINANCIALLY GUARANTEED WITH FUTURE SITE PLANS	WEST UNIVERSITY BLVD	NORTH MESA DEL SOL BLVD	SOUTHERN UNIVERSITY BLVD COUPLET (SOUTH EAST OF TRACT J)	/	/	/	







60"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	NORTH MESA DEL SOL BLVD	FELLINI BLVD	EASTERN MESA DEL SOL COUPLT (EAST OF TRACT G)	/	/	/
24"-48" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	NORTH MESA DEL SOL BLVD	TRACT A	TRACT 24	/	/	/
24"-48" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	SOUTH MESA DEL SOL BLVD	TRACT B	TRACT E	/	/	/
24"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	WEST UNIVERSITY BLVD	TRACT A	CATHER XING	/	/	/
24"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	CATHER XING	DEKOONING AVE	FELLINI BLVD	/	/	/
24"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	EAST UNIVERSITY BLVD	CATHER XING	SOUTHERN END OF TRACT J	/	/	/
24"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	WEST UNIVERSITY BLVD	CATHER XING	SOUTHERN END OF TRACT J	/	/	/
24"-72" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	DEKOONING AVE	NORTH MESA DEL SOL	CATHER XING	/	/	/
24"-48" DIA.	RCP W/ NEC. M.H'S, LATERALS & INLETS	MESA DEL SOL BLVD	STRAND LOOP	DEKOONING AVE	/	/	/
<b>MISCELLANEOUS IMPROVEMENTS.</b>							
	REGIONAL RETENTION POND HYDRO FILE #R16DA3066AA - CONCEPTUAL GRADING AND DRAINAGE	TRACT K	EAST OF EASTERN MESA DEL SOL COUPLT		/	/	/
	REGIONAL RETENTION POND HYDRO FILE #R16DA3066AA - CONCEPTUAL GRADING AND DRAINAGE	TRACT N	EAST OF UNIVERSITY BLVD		/	/	/

AGENTOWNER: Michael Balaskovits, PE      DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

PREPARED BY: PRINT NAME: Michael Balaskovits, PE      DATE: May 18, 2022

FIRM: BOHANNAN-HUSTON INC.      DATE: May 18, 2022

SIGNATURE: [Signature]      DATE: May 18, 2022

MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION: \_\_\_\_\_ DATE: \_\_\_\_\_

DRB CHAIR: [Signature]      DATE: May 18, 2022

TRANSPORTATION DEVELOPMENT: [Signature]      DATE: May 18, 2022

Blaine Carter      DATE: May 18, 2022

Blaine Carter, M.H.S., 2022-14-38.MDTI      CITY ENGINEER

REVISION	DATE	USER	DEPARTMENT	AGENTOWNER

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

June 9, 2022

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

Project Description:

Project ID #: 393575 Mesa del Sol City Center Infrastructure

Requested By: Mike Balaskovits

Approved Estimate Amount: \$ 21,512,476.00

Contingency Amount: 10.00% \$ 2,151,247.60

Subtotal: \$ 23,663,723.60

PO Box 1293

NMGRT: 7.875% \$ 1,863,518.23

Subtotal: \$ 25,527,241.83

Albuquerque

Engineering Fee: 6.60% \$ 1,684,797.96

NM 87103

Testing Fee: 2.00% \$ 510,544.84

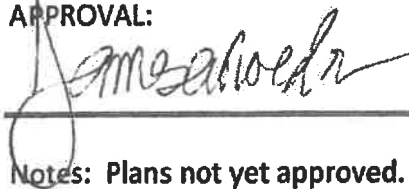
Subtotal: \$ 27,722,584.63

www.cabq.gov

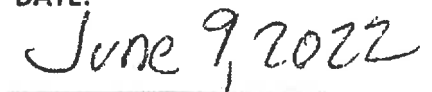
FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 34,653,230.79

APPROVAL:

  
\_\_\_\_\_

DATE:

  
\_\_\_\_\_

Notes: Plans not yet approved.



**CLAIM AND NOTICE OF LIEN**

**TITLE OF PROJECT:** Tracts A Thru M City Center  
**DEVELOPER:** MDS INVESTMENTS, LLC  
**CITY PROJECT NO.:** 393575

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of Developer's Property) MESA DEL SOL CITY CENTER, said Improvements being more particularly described in Infrastructure Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or Developer) SC3 DEVELOPMENT, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book CM January 20, 2023, at page 1-16, on January 20, 2023, as Document No. 2023003510, as amended. This City Lien is established pursuant to the Integrated Development Ordinance and §§ 3-36-1 et seq. NMSA 1978 which provides that this lien is a first and prior lien subject only to the lien of general and state taxes and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

**OWNER:** MDS INVESMENTS, LLC

**ADDRESS OF OWNER:** 5700 UNIVERSITY BLVD. S.E. SUITE 300  
ALBUQUERQUE, NM 87106

**LEGAL DESCRIPTION:** TRACT 17 OF BULK LAND PLAT TRACTS 1 THROUGH 18 ARTISTE

**RECORDING INFORMATION:** Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book: 2022C, at page: 0012, on February 11<sup>TH</sup>, 2022, as Document No. 2022014343.

**FORMER LEGAL DESCRIPTION:** A Replat of Tract A-1-A-1-A, Mesa del Sol Innovation Park

**RECORDING INFORMATION:** Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book: 2020C, at page: 0105, on October 29<sup>th</sup>, 2020, as Document No. 2020108296.

**AMOUNT:** \$34,653,230.79, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

**PERIOD OF TIME COVERED:** Expiration of construction completion deadline 12/14/2024. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative

Doc# 2023003512

01/20/2023 02:21 PM Page: 1 of 3  
 LIEN R: \$25.00 Linda Stover, Bernalillo County





# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

June 9, 2022

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

Project Description:

Project ID #: 393575 Mesa del Sol City Center Infrastructure

Requested By: Mike Balaskovits

Approved Estimate Amount: \$ 21,512,476.00

Contingency Amount: 10.00% \$ 2,151,247.60

Subtotal: \$ 23,663,723.60

PO Box 1293

NMGRT: 7.875% \$ 1,863,518.23

Subtotal: \$ 25,527,241.83

Albuquerque

Engineering Fee: 6.60% \$ 1,684,797.96

NM 87103

Testing Fee: 2.00% \$ 510,544.84

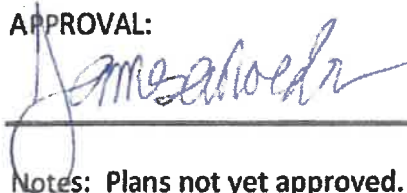
Subtotal: \$ 27,722,584.63

www.cabq.gov

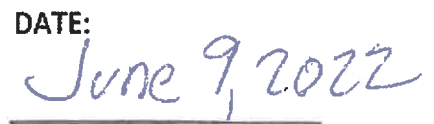
FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 34,653,230.79

APPROVAL:

  
\_\_\_\_\_

DATE:

  
\_\_\_\_\_

Notes: Plans not yet approved.

## **SUPPORTIVE DOCUMENTATION**



October 20, 2021

RE: Tract A-1-A-1-A, Mesa del Sol

To whom it may concern,

I hereby authorize Bohannon Huston, Inc. staff to act as our agent in all matters associated with Development Review Board submittals specific to platting efforts for the above mentioned tract. This includes, but is not limited to, vacation requests, plats, and site plan submittals for building permit approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kyle Bodhaine', written over a horizontal line.

J. Kyle Bodhaine  
President

Mesa del Sol

SAFE • SMART • SUSTAINABLE

January 31, 2023

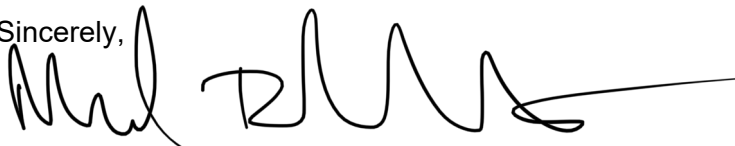
Ron Bohannon  
Development Hearing Officer  
City of Albuquerque  
Delivered by email: [plndrs@cabq.gov](mailto:plndrs@cabq.gov)

Re: PR2021-005628 – Request for Final Plat: Mesa Del Sol Innovation Park City Center

Dear Mr. Bohannon

This letter is to accompany the final plat submittal for the DHO hearing on February 8<sup>th</sup>, 2023. We have received a recorded Infrastructure Improvement Agreement (IIA) and have met outstanding comments and Official Notice of Decision issued from the May 18<sup>th</sup> 2022 preliminary plat hearing.

Please review this request and schedule it as requested above.

Sincerely,  


Michael Balaskovits, P.E  
Senior Vice President  
Community Development & Planning

MJB/jcm  
Enclosures

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲