



<b>Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.</b>		
<b>SUBDIVISIONS</b>	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Forms P2)	<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<b>MISCELLANEOUS APPLICATIONS</b>	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	<b>PRE-APPLICATIONS</b>
<input checked="" type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plan Review and Comment (Form P2)
<b>SITE PLANS</b>	<input type="checkbox"/> Waiver to IDO (Form V2)	<b>APPEAL</b>
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
<b>BRIEF DESCRIPTION OF REQUEST</b>		
Request final plat review of a subdivision separating one existing tract into 6 new tracts. IIA and preliminary plat were approved by DRB, which showed the same right-of-way dedication and easement granting.		

<b>APPLICATION INFORMATION</b>			
Applicant/Owner:	Red Sky Holdings	Phone:	504-428-4111
Address:	2560 King Arthur Blvd Suite 124-104		Email:
City:	Lewisville	State:	TX
		Zip:	75056
Professional/Agent (if any):	CSI - Cartesian Surveys, Inc.		Phone:
Address:	PO Box 44414		Email:
City:	Rio Rancho	State:	NM
		Zip:	87174
Proprietary Interest in Site:	List all owners: RS Bluewater LLC		
<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>			
Lot or Tract No.:	12	Block:	Unit: 5
Subdivision/Addition:	Avalon Subdivision	MRGCD Map No.:	UPC Code: 100905706518130705
Zone Atlas Page(s):	K-09-Z	Existing Zoning:	NR-BP
		Proposed Zoning:	
# of Existing Lots:	1	# of Proposed Lots:	6
		Total Area of Site (Acres):	11.0954
<b>LOCATION OF PROPERTY BY STREETS</b>			
Site Address/Street:	E side of 98th Street NW	Between:	Bluewater Road NW and: Volcano Road NW
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>			
PR-2019-002402 (prior); PR-2021-005864 (current); SD-2021-00212 (Prelim. Plat); SD-2022-00031 (Ammend. IL)			

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:	04/18/2022
Printed Name:	Ryan J. Mulhall	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent	

## FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

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

### SKETCH PLAT REVIEW AND COMMENT

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

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

### MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? N/A if yes, indicate language: \_\_\_\_\_

- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- Zone Atlas map with the entire site clearly outlined and labeled
- Proposed Final Plat
- N/A Design elevations & cross sections of perimeter walls
- N/A Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

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

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

- \_\_\_ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- \_\_\_ Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- \_\_\_ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- \_\_\_ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- \_\_\_ Sidewalk Exhibit and/or cross sections of proposed streets
- \_\_\_ Proposed Infrastructure List, if applicable
- \_\_\_ Required notice with content per IDO Section 14-16-6-4(K)
  - \_\_\_ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- \_\_\_ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- \_\_\_ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

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

### MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

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

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

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

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

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

**Hydrology:**

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

Ernest Armijo                                      4/12/2022  
 Hydrology Department                                      Date

**Transportation:**

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

\_\_\_\_\_  
 Transportation Department                                      Date

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

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

\_\_\_\_\_  
 ABCWUA    Date

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

**Signatures on Plat**

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

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

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

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

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

**Hydrology:**

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

\_\_\_\_\_  
Hydrology Department

\_\_\_\_\_  
Date

**Transportation:**

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

*Jeanne Wolfenbarger*  
\_\_\_\_\_  
Transportation Department

04/12/2022  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
ABCWUA

\_\_\_\_\_  
Date

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

**Signatures on Plat**

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

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

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

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

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

\_\_\_\_\_  
Hydrology Department

\_\_\_\_\_  
Date

**Transportation:**

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

\_\_\_\_\_  
Transportation Department

\_\_\_\_\_  
Date

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

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

*Edwin Bergeron*  
\_\_\_\_\_  
ABCWUA

4/14/2022  
\_\_\_\_\_  
Date

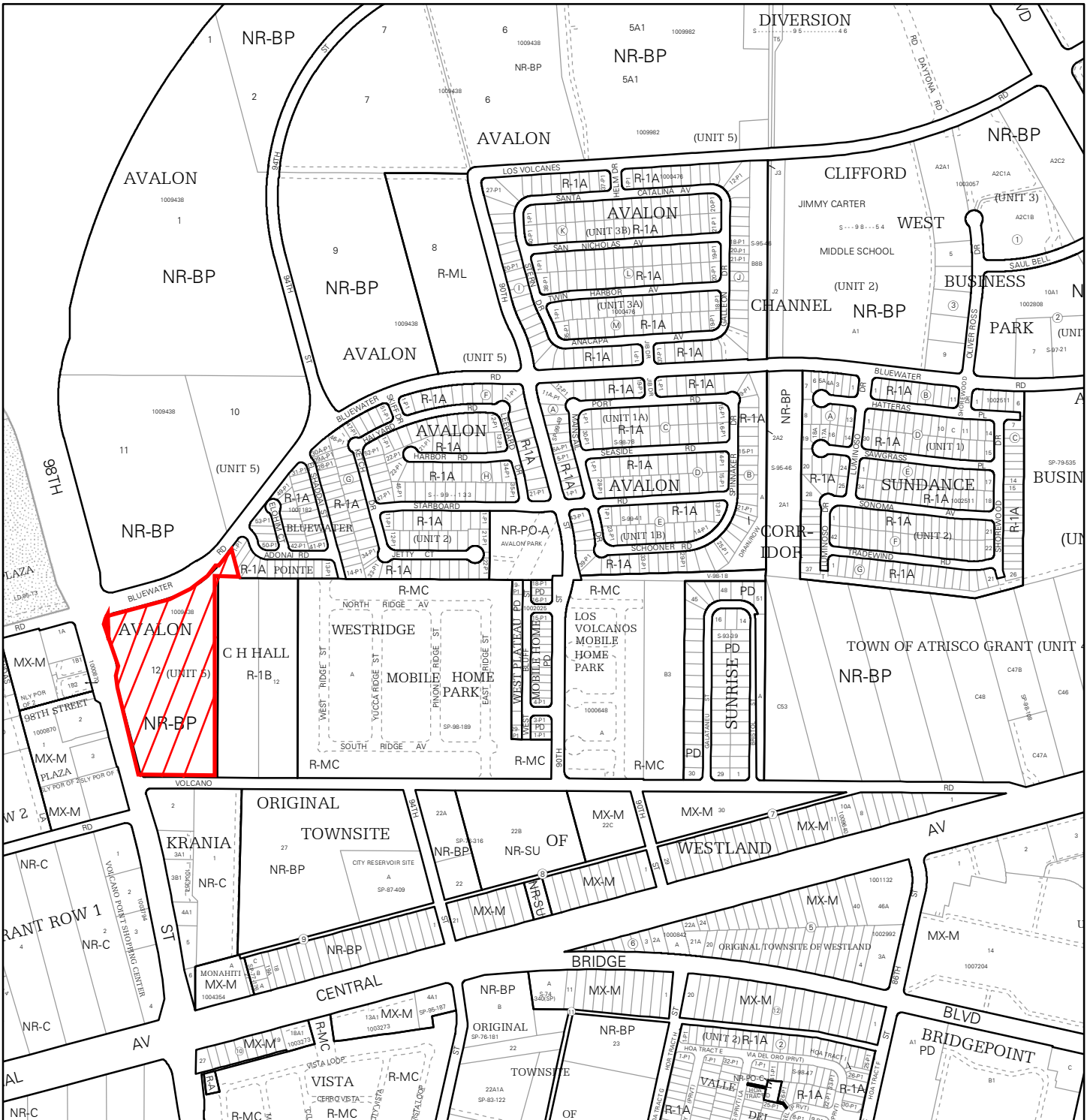
- Infrastructure Improvements Agreement (IIA\*) \_\_\_\_\_ Approved
- AGIS (DXF File) \_\_\_\_\_ Approved
- Fire Marshall Signature on the plan \_\_\_\_\_ Approved

**Signatures on Plat**

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

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

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



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

# IDO Zone Atlas

## May 2018

Albuquerque Geographic Information System

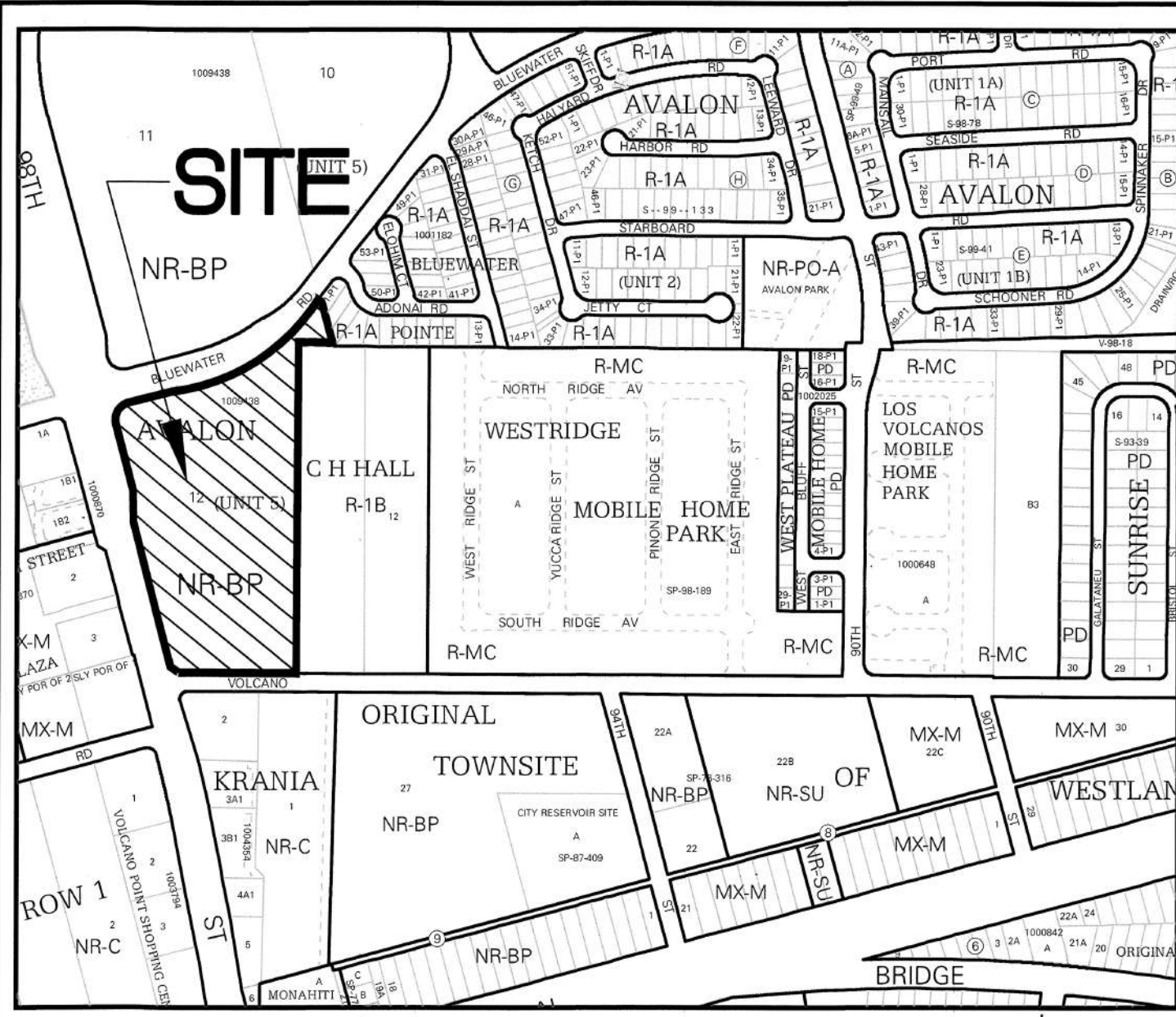
IDO Zoning information as of May 17, 2018  
 The Zone Districts and Overlay Zones  
 are established by the  
**Integrated Development Ordinance (IDO).**

Gray Shading  
Represents Area Outside  
of the City Limits

Zone Atlas Page:  
**K-09-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

Feet  
0 250 500 1,000



Vicinity Map - Zone Atlas K-09-Z

N.T.S.

**Documents**

- TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE, HAVING FILE NO. 2008521 AND AN EFFECTIVE DATE OF SEPTEMBER 25, 2020.
- PLAT OF AVALON SUBDIVISION UNIT 5 FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON MAY 22, 2014, IN BOOK 2014C, PAGE 46.
- QUITCLAIM DEED FOR SUBJECT PROPERTY TO MAJEC, LLC, FILED MAY 27, 2014, AS DOCUMENT 2014041461.
- DEED FOR SUBJECT PROPERTY TO RS BLUEWATER, LLC, FILED OCTOBER 29, 2021, AS DOCUMENT 2021128580.

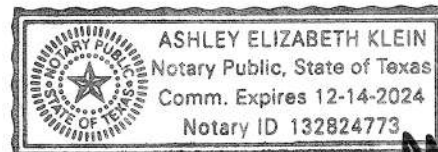
**Free Consent and Dedication**

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

SAID OWNERS DO HEREBY DEDICATE ADDITIONAL PUBLIC RIGHT OF WAY AS SHOWN HEREON IN 98TH STREET N.W. AND VOLCANO ROAD N.W. TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE.

\_\_\_\_\_  
 KEVIN MATTON, MANAGER  
 RS BLUEWATER, LLC A TEXAS LIMITED LIABILITY COMPANY  
 DATE 3/29/2022

STATE OF **TEXAS** }  
 COUNTY OF **DALLAS** } SS



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON **MARCH 29**, 20**22**  
 BY: KEVIN MATTON, MANAGER, RS BLUEWATER, LLC

By: **ASHLEY KLEIN**  
 NOTARY PUBLIC

MY COMMISSION EXPIRES **12-14-2024**

**Indexing Information**

Section 21, Township 10 North, Range 2 East, N.M.P.M.  
 as Projected onto the Town of Atrisco Grant  
 Subdivision: Avalon Subdivision, Unit 5  
 Owner: RS Bluewater, LLC  
 UPC #: 100905706518130705

**Purpose of Plat**

- SUBDIVIDE AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- DEDICATE ADDITIONAL RIGHT-OF-WAY AS SHOWN HEREON.

**Subdivision Data**

GROSS ACREAGE, . . . . . 11.0954 ACRES  
 ZONE ATLAS PAGE NO. . . . . K-9-Z  
 NUMBER OF EXISTING TRACTS, . . . . . 1  
 NUMBER OF LOTS CREATED, . . . . . 6  
 MILES OF FULL-WIDTH STREETS, . . . . . 0.0000 MILES  
 MILES OF HALF-WIDTH STREETS, . . . . . 0.0000 MILES  
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE, . . . . . 0.3174 ACRES  
 DATE OF SURVEY, . . . . . MAY 2021

**Notes**

- FIELD SURVEY PERFORMED IN MAY 2021.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).

**Legal Description**

TRACT NUMBERED TWELVE (12), PLAT OF TRACTS 1 THROUGH 12, OF AVALON SUBDIVISION UNIT 5, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MAY 22, 2014, IN PLAT BOOK 2014C, FOLIO 46 AS DOCUMENT NO. 2014040949.

**Flood Notes**

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0328J DATED NOVEMBER 04, 2016.

**Solar Collection Note**

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

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UPC #: 100905706518130705

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for  
 Tracts A thru F,  
 RS Bluewater Addition  
 Being Comprised of  
 Tract 12,  
 Avalon Subdivision, Unit 5  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 March 2021**

**Project Number:** PR-2021-005864

**Application Number:** SD-2022-00

**Plat Approvals:**

- [Signature]* Mar 7, 2022
- PNM Electric Services  
*Abdul A. Shauyan* Mar 7, 2022
- Qwest Corp. d/b/a CenturyLink QC  
*Pamela C. Stone* Mar 16, 2022
- New Mexico Gas Company  
*Mike Mortue* Mar 7, 2022
- Comcast

**City Approvals:**

- Loren N. Risenhoover P.S.* 3/7/2022  
City Surveyor
- Traffic Engineer
- ABCWUA
- Parks and Recreation Department
- Code Enforcement  
*[Signature]* 4/4/2022  
AMAFEA
- City Engineer
- DRB Chairperson, Planning Department

**Surveyor's Certificate**

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

*Will Plotner Jr.* 3/18/2022  
 Will Plotner Jr. Dpte  
 N.M.R.P.S. No. 14271



**CSI-CARTESIAN SURVEYS INC.**

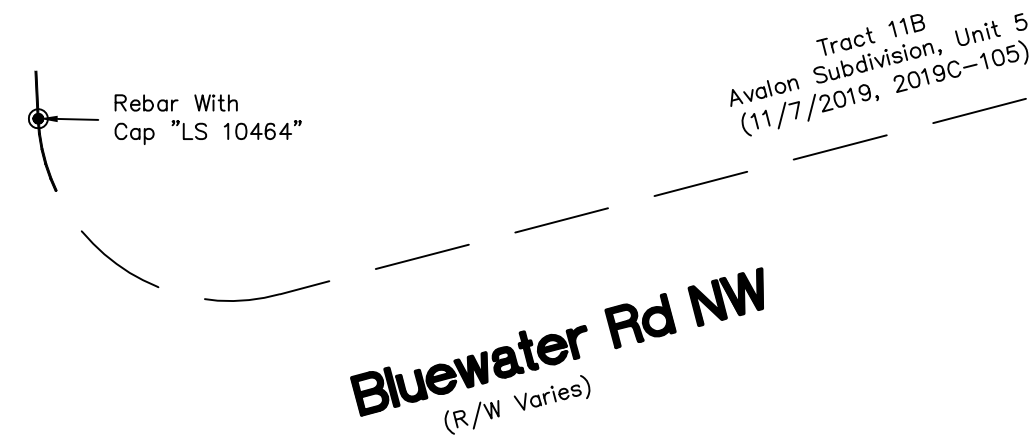
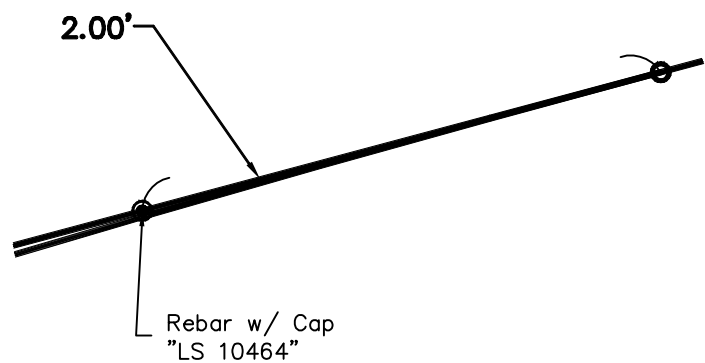
P.O. BOX 44414 RIO RANCHO, N.M. 87174  
 Phone (505) 896 - 3050 Fax (505) 891 - 0244  
 wplotnerjr@gmail.com

**Plat for  
Tracts A thru F,  
RS Bluewater Addition  
Being Comprised of  
Tract 12,  
Avalon Subdivision, Unit 5  
City of Albuquerque  
Bernalillo County, New Mexico  
March 2021**

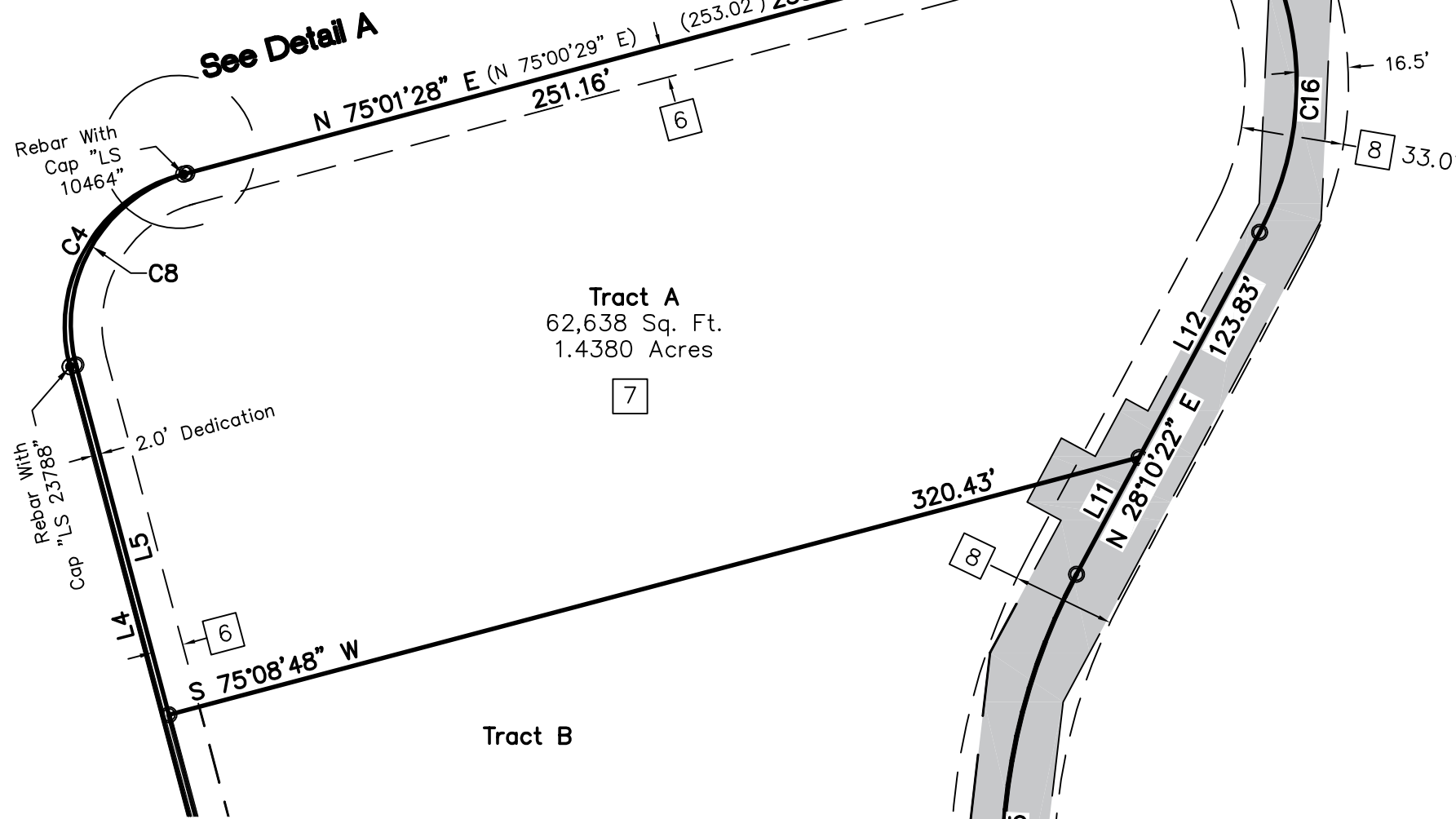
**Easement Notes**

- 1 EXISTING 11.69' PUE (05/22/2014, 2014C-46)
- 2 EXISTING 10' PUE (05/22/2014, 2014C-46)
- 3 EXISTING 15' PNM OVERHEAD ELECTRIC LINE EASEMENT (09/09/2019, DOC. NO. 2019076475)
- 4 EXISTING 23.44' PUE (7/29/2005, 2005C-264)
- 5 EXISTING 10' PUE (5/31/2001, 2001C-151)
- 6 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 7 PRIVATE CROSS LOT DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS A THRU F, EXCLUDING FUTURE BUILDING ENVELOPE AREAS, GRANTED WITH FILING OF THIS PLAT
- 8 PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS A THRU F, GRANTED WITH THE FILING OF THIS PLAT
- 9 PUBLIC WATER AND SANITARY SEWER EASEMENT, GRANTED WITH FILING OF THIS PLAT, SHOWN HEREON AS  SEE SHEET 4 OF 5 FOR DETAIL.

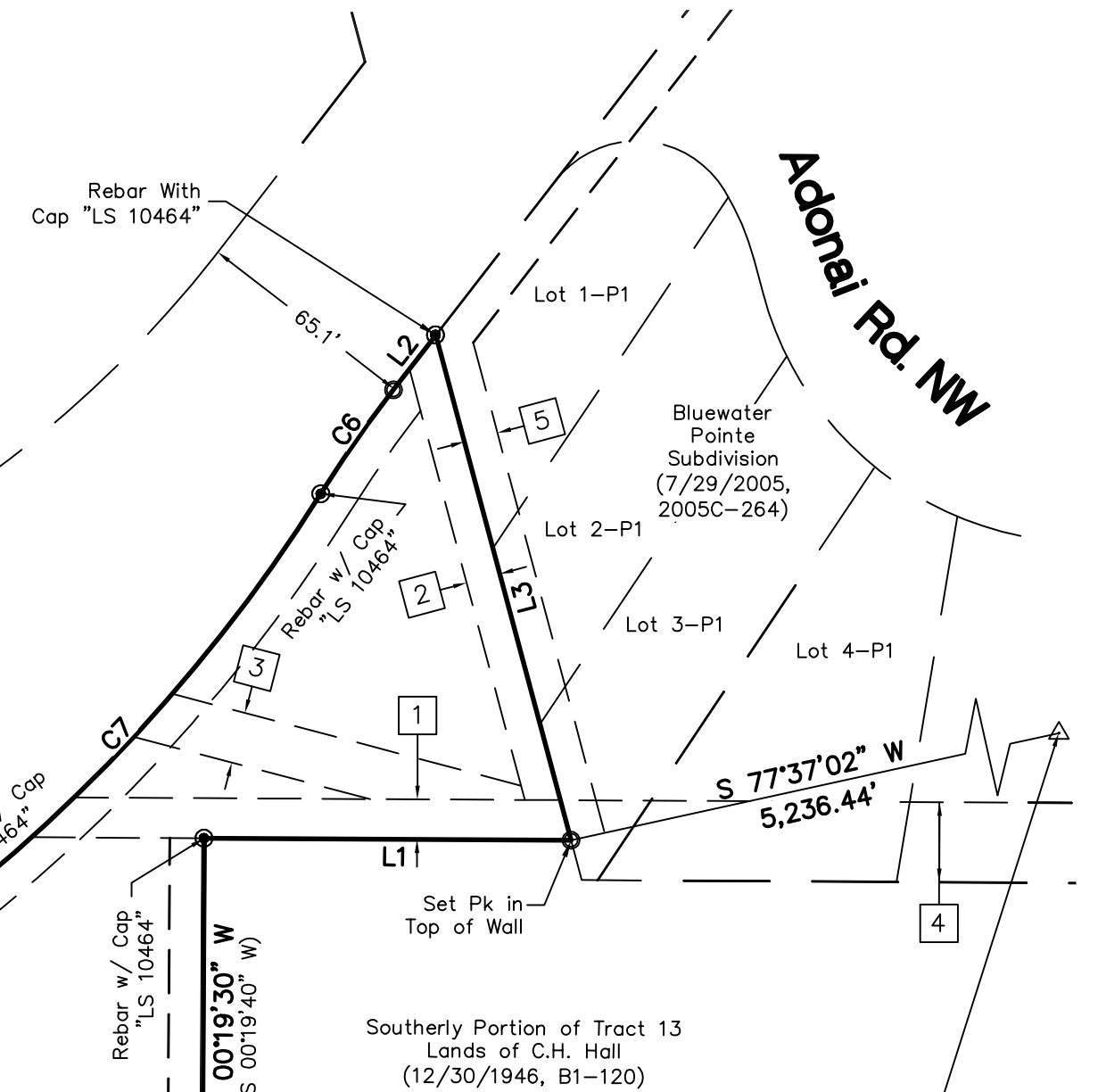
**Detail A**  
N.T.S.



**98th St. NW**  
(R/W Varies)



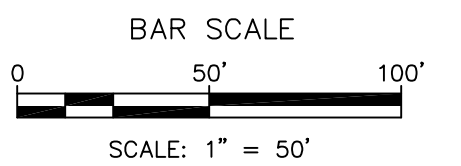
Matchline - See Sheet 3 of 5



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

**Legend**

N 90°00'00" E (N 90°00'00" E)	MEASURED BEARINGS AND DISTANCES RECORD BEARINGS AND DISTANCES PER PLAT (5/22/2014, 2014C-46)
●	FOUND REBAR WITH CAP "LS 10464" UNLESS OTHERWISE NOTED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

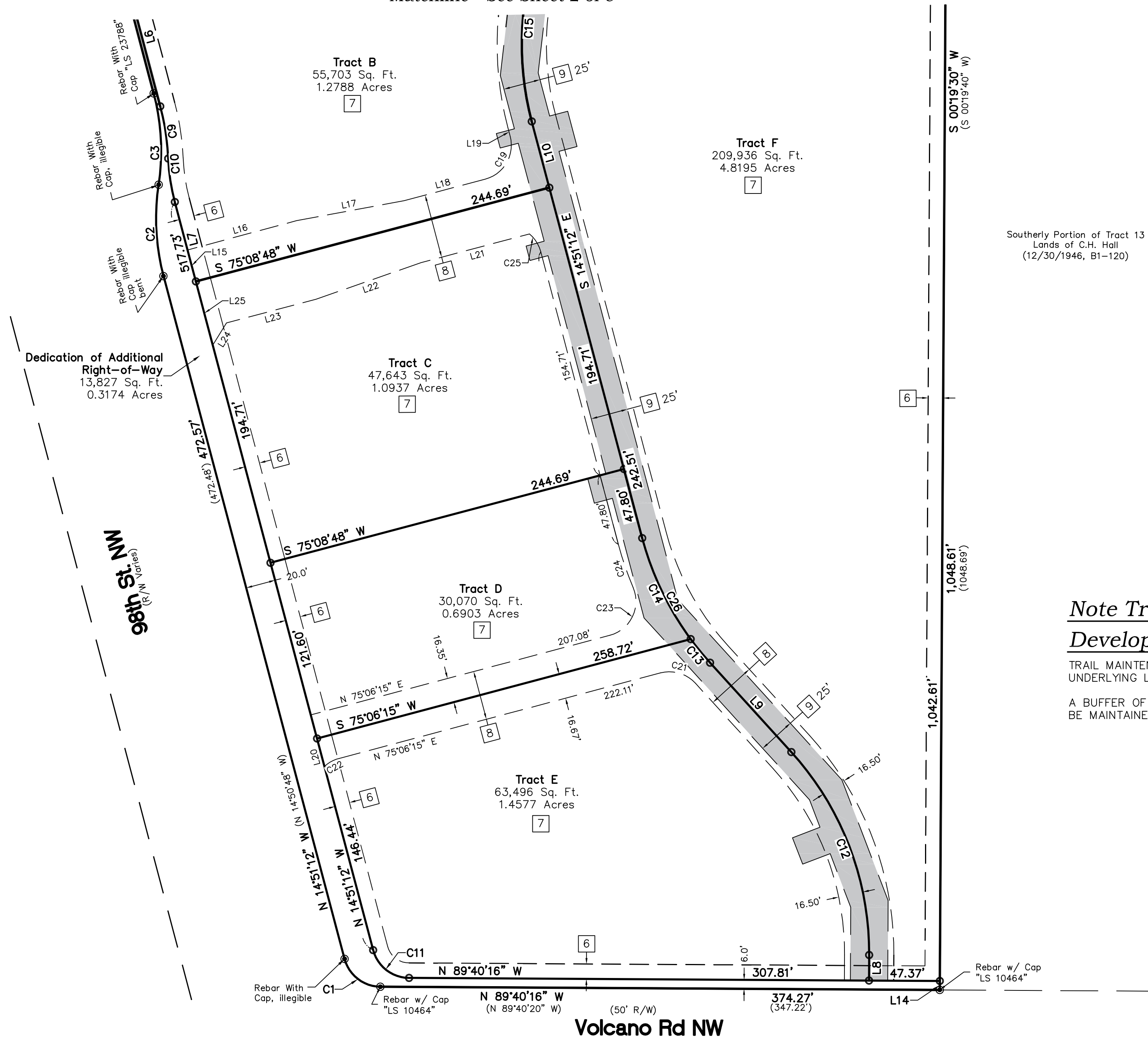


**CSI-CARTESIAN SURVEYS INC.**  
P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505) 891-0244  
wplotnerjr@gmail.com



Matchline - See Sheet 2 of 5

**Plat for  
Tracts A thru F,  
RS Bluewater Addition  
Being Comprised of  
Tract 12,  
Avalon Subdivision, Unit 5  
City of Albuquerque  
Bernalillo County, New Mexico  
March 2021**



Southerly Portion of Tract 13  
Lands of C.H. Hall  
(12/30/1946, B1-120)

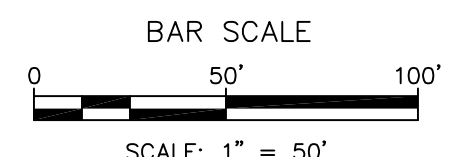
**Legend**

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (5/22/2014, 2014C-46)
●	FOUND REBAR WITH CAP "LS 10464" UNLESS OTHERWISE NOTED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

**Note Trail Conditions Upon  
Development along 98th Street NW**

TRAIL MAINTENANCE SHALL BE CONDUCTED BY THE OWNER OF THE UNDERLYING LOTS.

A BUFFER OF 5 FEET FROM BACK OF CURB TO TRAIL EDGE SHALL BE MAINTAINED.



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Lot 2  
Krania  
(07/18/2007, 2007C-194)

Lot 1  
Krania  
(07/18/2007, 2007C-194)

**Plat for  
Tracts A thru F,  
RS Bluewater Addition  
Being Comprised of  
Tract 12,  
Avalon Subdivision, Unit 5  
City of Albuquerque  
Bernalillo County, New Mexico  
March 2021**

**Legend**

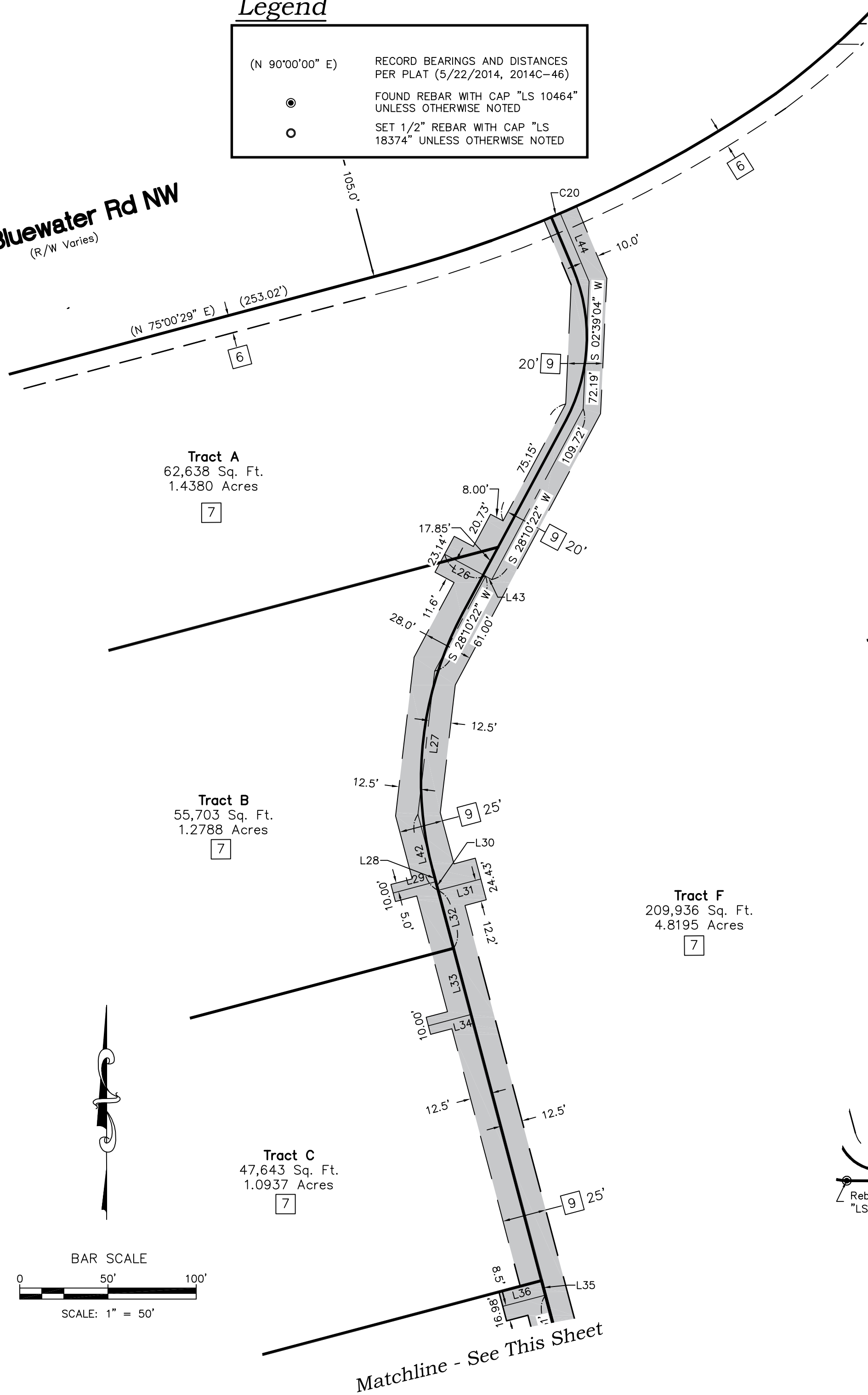
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (5/22/2014, 2014C-46)
●	FOUND REBAR WITH CAP "LS 10464" UNLESS OTHERWISE NOTED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

**Easement Notes**

- 1 EXISTING 11.69' PUE (05/22/2014, 2014C-46)
- 2 EXISTING 10' PUE (05/22/2014, 2014C-46)
- 3 EXISTING 15' PNM OVERHEAD ELECTRIC LINE EASEMENT (09/09/2019, DOC. NO. 2019076475)
- 4 EXISTING 23.44' PUE (7/29/2005, 2005C-264)
- 5 EXISTING 10' PUE (5/31/2001, 2001C-151)
- 6 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 7 PRIVATE CROSS LOT DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS A THRU F, EXCLUDING FUTURE BUILDING ENVELOPE AREAS, GRANTED WITH FILING OF THIS PLAT
- 8 INTENTIONALLY OMITTED ON THIS SHEET
- 9 PUBLIC WATER AND SANITARY SEWER EASEMENT, GRANTED WITH FILING OF THIS PLAT, SHOWN HEREON AS [shaded area] SEE SHEET 4 OF 5 FOR DETAIL.

This Sheet Shows  
Existing Easements,  
and Easement 9

**Bluewater Rd NW**  
(R/W Varies)



Matchline - See This Sheet

Tract C

Tract D  
30,070 Sq. Ft.  
0.6903 Acres

Tract E  
63,496 Sq. Ft.  
1.4577 Acres

Tract F  
209,936 Sq. Ft.  
4.8195 Acres

Tract A  
62,638 Sq. Ft.  
1.4380 Acres

Tract B  
55,703 Sq. Ft.  
1.2788 Acres

Tract C  
47,643 Sq. Ft.  
1.0937 Acres

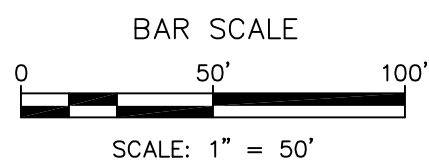
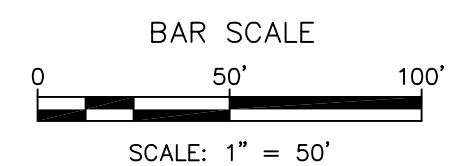
(1048.69')

Southerly Portion of Tract 13  
Lands of C.H. Hall  
(12/30/1946, B1-120)

Rebar w/ Cap  
"LS 10464"

Rebar w/ Cap  
"LS 10464"

**Volcano Rd NW**



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City of Albuquerque  
Bernalillo County, New Mexico  
March 2021**

Line Table		
Line #	Direction	Length (ft)
L1	N 89°41'17" W (N 89°40'20" W)	107.16' (107.16')
L2	N 37°46'38" E (N 37°47'32" E)	20.21' (20.17')
L3	S 14°59'23" E (S 14°58'20" E)	152.61' (152.60')
L4	N 14°52'32" W (N 14°50'48" W)	199.92' (200.00')
L5	N 14°52'32" W	115.58'
L6	S 14°52'32" E	93.94'
L7	S 14°51'12" E	54.98'
L8	S 00°19'44" W	17.09'
L9	S 42°18'11" E	80.82'
L10	S 14°51'12" E	45.83'
L11	S 28°10'22" W	42.33'
L12	S 28°10'22" W	81.50'
L13	S 22°52'15" E	31.55'
L14	S 00°19'30" W	6.00'
L15	S 14°51'12" E	21.76'
L16	N 74°58'01" E	75.56'
L17	N 79°27'31" E	73.15'
L18	N 75°08'48" E	56.18'
L19	N 14°51'12" W	5.83'
L20	N 14°51'12" W	19.36'

Line Table		
Line #	Direction	Length (ft)
L21	N 75°08'48" E	75.04'
L22	N 70°49'38" E	74.43'
L23	N 75°08'48" E	61.99'
L24	N 31°53'50" E	17.42'
L25	S 14°51'12" E	44.04'
L26	S 61°49'38" E	26.27'
L27	N 06°39'35" E	81.73'
L28	N 14°51'12" W	6.76'
L29	N 75°08'48" E	25.00'
L30	S 14°51'12" E	5.04'
L31	S 75°08'48" W	25.00'
L32	S 14°51'12" E	34.04'
L33	S 14°51'12" E	38.77'
L34	N 75°08'48" E	25.00'
L35	N 14°51'12" W	8.49'
L36	N 75°08'48" E	25.00'
L37	S 89°40'16" E	12.50'
L38	S 89°40'16" E	12.50'
L39	N 00°19'44" E	48.88'
L40	S 00°19'44" W	53.59'

Line Table		
Line #	Direction	Length (ft)
L41	S 20°59'14" E	38.53'
L42	N 14°51'12" W	44.51'
L43	S 61°49'38" E	4.00'
L44	N 22°52'15" W	41.94'
L45	S 20°59'14" E	19.66'
L46	S 69°00'46" W	19.72'
L47	S 20°59'14" E	18.88'
L48	N 69°00'46" E	19.72'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	32.65' (32.65')	25.00' (25.00')	74°49'05"	30.38'	N 52°15'44" W
C2	61.62' (61.67')	150.00' (150.00')	23°32'13"	61.19'	N 03°05'05" W
C3	61.68' (61.67')	150.00' (150.00')	23°33'34"	61.24'	N 03°05'45" W
C4	78.45' (78.42')	50.00' (50.00')	89°54'00"	70.65'	N 30°04'28" E
C5	242.19' (242.19')	703.00' (703.00')	19°44'20"	240.99'	N 65°09'18" E
C6	37.10' (37.10')	380.20' (380.20')	5°35'27"	37.09'	N 34°58'39" E
C7	175.75' (175.75')	475.00' (475.00')	21°11'58"	174.75'	N 42°46'55" E
C8	78.45'	50.00'	89°54'00"	70.65'	S 30°04'28" W
C9	35.36'	163.50'	12°23'27"	35.29'	N 08°40'48" W
C10	29.47'	136.50'	12°22'07"	29.41'	S 08°40'08" E
C11	32.65'	25.00'	74°49'05"	30.38'	S 52°15'44" E
C12	148.81'	200.00'	42°37'55"	145.40'	N 20°59'14" W
C13	20.44'	200.00'	5°51'22"	20.43'	S 39°22'30" E
C14	75.38'	200.00'	21°35'37"	74.93'	S 25°39'00" E
C15	150.19'	200.00'	43°01'34"	146.69'	S 06°39'35" W
C16	89.09'	100.00'	51°02'38"	86.17'	N 02°39'04" E
C17	96.87'	703.00'	7°53'43"	96.80'	N 71°04'36" E
C18	145.32'	703.00'	11°50'37"	145.06'	N 61°12'26" E
C19	36.91'	23.50'	90°00'00"	33.23'	N 30°08'48" E
C20	5.50'	703.00'	0°26'54"	5.50'	S 66°54'18" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C21	25.66'	23.50'	62°33'00"	24.40'	N 73°34'41" W
C22	11.71'	21.10'	31°47'07"	11.56'	S 61°39'18" W
C23	40.23'	23.50'	98°05'43"	35.50'	N 26°05'57" E
C24	30.59'	216.50'	8°05'43"	30.56'	S 18°54'03" E
C25	14.38'	23.50'	35°03'45"	14.16'	N 32°23'04" W
C26	95.82'	200.00'	27°27'00"	94.90'	S 28°34'41" E

**Public Utility Easements**

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

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

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

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

**Disclaimer**

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

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

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

**Project Name: RS BLUEWATER ADDITION - Phase 1**  
**Project Number: 676285**

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 RS BLUEWATER, LLC ("Developer"), a TEXAS LIMITED LIABILITY COMPANY, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is kmattson@redskyholdings.com, whose address is 2560 King Arthur Blvd, Suite 124-104 (City) Lewisville, (State) TX (Zip Code) 75056 and whose telephone number is 972-369-4123, in Lewisville, Texas, 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 12, Avalon Subdivision, Unit 5 recorded on 5/22/2014, pages 1 through 6, as Document No. 2014040949 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:] RS BLUEWATER, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as RS Bluewater Addition PL1 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 public Improvements shall be performed by Cartesian Surveying, Inc., and construction surveying of the private Improvements shall be performed by Cartesian Surveying, Inc.. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Spinello-DCS, LLC. (Jeffrey T. Wooten, P.E. will provide certification through Spinello-DCS, LLC) and inspection of the private Improvements shall be performed by Jeffrey T. Wooten, P.E., 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 Western Technologies, Inc., and field testing of the private Improvements shall be performed by Western Technologies, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing

which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

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

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

Type of Financial Guaranty: Infrastructure Bond #NNM 2204  
Amount: \$ \$2,060,785.84  
Name of Financial Institution or Surety providing Guaranty: Merchants' National Bonding, Inc.  
Date City first able to call Guaranty (Construction Completion Deadline): March 3, 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 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.



CITY OF ALBUQUERQUE:

DocuSigned by:  
By: Shahab Biazar  
Shahab Biazar, P.E., City Engineer

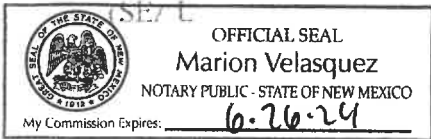
DS  
BMK

Agreement is effective as of (Date): 4/11/2022 | 8:31 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 11<sup>th</sup> day of April, 20 22,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.



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

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

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

February 25, 2022

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

Project Description:

Project ID #: 676285 RS Bluewater Addition Phase 1

Requested By: Jeff Wooten

Approved Estimate Amount: \$ 1,279,321.00

Contingency Amount: 10.00% \$ 127,932.10

Subtotal: \$ 1,407,253.10

PO Box 1293 NMGRT: 7.875% \$ 110,821.18

Subtotal: \$ 1,518,074.28

Albuquerque Engineering Fee: 6.60% \$ 100,192.90

New Mexico 87103 Testing Fee: 2.00% \$ 30,361.49

Subtotal: \$ 1,648,628.67

www.cabq.gov FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 2,060,785.84

APPROVAL:

  
\_\_\_\_\_

DATE:

  
\_\_\_\_\_

Notes: Plans not yet approved.

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

Bond No. [Surety's No:] NNM 2204

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] RS Bluewater, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Texas Limited Liability Company as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa 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 Sixty Thousand Seven Hundred Eighty Five Dollars and 84/100 ----- Dollars, ([amount in figures:] \$ 2,060,785.84 ), 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:] RS Bluewater Addition ("Developer's Property"), City Project No. 676285; 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:]

As listed in the approved Infrastructure List, including but not limited to, a  
3<sup>rd</sup> Northbound Lane along 98<sup>th</sup> St, 10' wide trail along 98<sup>th</sup> St, new curb/gutter along Volcano Rd, new southbound Left Turn Lane on 98<sup>th</sup> St into the Development, new Storm Drain in Volcano Rd, new Water and Sanitary Sewer mains to serve the Development, new Sidewalks along both Volcano Road and Bluewater Rd, and Internal Access Roads and Sidewalks. ("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;] RS Bluewater, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on 4/11/2022, 20 22 as Document Number 2022035805, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] NNM 2204

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 4, 2024 ("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 March, 2022.

**DEVELOPER**

RS Bluewater, LLC

By [signature:] *Beau Tucker*

Name: Beau Tucker

Title: Member

Dated: 3/24/2022

**SURETY**

Merchants National Bonding, Inc.

By [signature:] *Kevin J Dunn*

Name: Kevin J Dunn

Title: Attorney-In-Fact

Dated: 3/24/2022



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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bennett Brown; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of February, 2022.

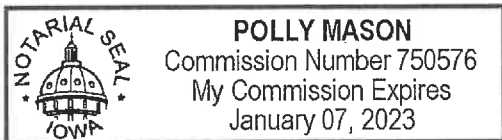


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 23rd day of February 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

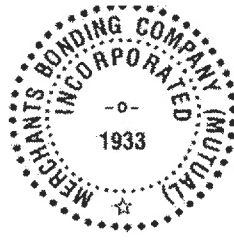


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of



*William Warner Jr.*  
Secretary



Current DRC

Project Number: \_\_\_\_\_

FIGURE 12

Date Submitted: 2/22/2022

Date Site Plan Approved: \_\_\_\_\_

Date Preliminary Plat Approved: \_\_\_\_\_

Date Preliminary Plat Expires: \_\_\_\_\_

DRB Project No.: \_\_\_\_\_

DRB Application No.: \_\_\_\_\_

**INFRASTRUCTURE LIST**

(Rev. 9-20-05)

**EXHIBIT "A"**

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

**RS BLUEWATER ADDITION, TRACTS A - F**  
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

**Avalon Subdivision, Unit 5, Tract 12**

**EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

Following is a summary of PUBLIC/PRIVATE Infrastructure required 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	
							Inspector	City Cnst Engineer
		12' Wide	3rd Northbound Lane	98th Street	Volcano Rd	Bluewater Rd	/	/
		10' Wide	T rail with 2' Wide Shoulders	98th Street Frontage	Volcano Rd	Bluewater Rd	/	/
		11' Wide	Northbound Right Turn / Deceleration Lane	SEC 98th / Bluewater	+/-250' South of Bluewater	SEC of 98th/ Bluewater	/	/
		12' Wide	Southbound Left Turn Lane 80 feet long plus transition	98th St - Main Driveway at Existing Median			/	/
		6' Wide	Concrete Sidewalks along Bluewater and Volcano Frontages				/	/
		N/A	ADA Ramps at 98th/Bluewater, 98th/ Volcano Intersections & Project Driveways				/	/
		N/A	New Standard Curb/Gutter	Volcano Road	98th St	SE Property Corner	/	/
		N/A	Modifications to Ex. 98th/Bluewater Inter-section to accommodate 3rd NB Lane				/	/
		8" Dia	Sanitary Sewer Main	Volcano Rd	Existing Manhole in Volcano Rd	Site	/	/



Financially Guaranteed DRC #	Constructed Under DRC #

Size	Type of Improvement	Location	From	To	Construction Certification	
					Inspector	City Crst Engineer
8" Dia	Sanitary Sewer Main	within Development to Serve all Lots			/	/
8" Dia	Water Main	Inside Development to Serve all Lots	Ex 6" Main in Volcano Rd	Ex 12" Main in Bluewater Rd	/	/
18" 48"	Storm Drain RCP	Volcano Rd	Ex 48" SD in Volcano Rd	Northeast Corner of 98th/Volcano	/	/
Misc	Internal Shared Roadways and Sidewalks within Access Easements				/	/
12' Wide	435' foot long Left Turn Lane (235' Extension) plus 100' Long Reverse Curve Taper	South Bound 98th St	Bluewater Rd	435' North of Bluewater Rd	/	/
					/	/
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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		Approval of Creditable Items:	City User Dept. Signature	Date
							Inspector	P.E.			
							/	/			
							/	/			
							/	/			

**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 Storm Drain to include manholes and inlets.

2

**AGENT / OWNER** **DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

**JEFFREY T. WOOTEN**  
 NAME (print)  
**WOOTEN ENGINEERING**  
 2/28/2022  
 SIGNATURE - date

*Jay Rodenbeck* Mar 3, 2022  
 DRB CHAIR - date  
*Jeanne Wolfenbarger* Mar 3, 2022  
 TRANSPORTATION DEVELOPMENT - date  
*Blaine Carter* Mar 3, 2022  
 UTILITY DEVELOPMENT - date  
*Ernest Amigo* Mar 3, 2022  
 CITY ENGINEER - date

*Cheryl Stangor* Mar 3, 2022  
 PARKS & RECREATION - date  
*J. H. Baker* Mar 3, 2022  
 AMAFCA - date  
 CODE ENFORCEMENT - date  
 - date

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



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

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

**Project Name: RS BLUEWATER ADDITION - Phase 2**  
**Project Number: 676286**

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 RS BLUEWATER, LLC ("Developer"), a TEXAS LIMITED LIABILITY COMPANY, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is kmattson@redskyholdings.com, whose address is 2560 King Arthur Blvd. Suite 124-104 (City) Lewisville, (State) TX (Zip Code) 75056 and whose telephone number is 972-369-4123, in Lewisville, Texas, 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 12, Avalon Subdivision, Unit 5 recorded on 5/22/2014, pages 1 through 6, as Document No. 2014040949 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:] RS BLUEWATER, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as RS Bluewater Addition Ph 2 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 public Improvements shall be performed by Cartesian Surveying, Inc., and construction surveying of the private Improvements shall be performed by Cartesian Surveying, Inc. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Spinello-DCS, LLC. (Jeffrey T. Wooten, P.E. will provide certification through Spinello-DCS, LLC) and inspection of the private Improvements shall be performed by Jeffrey T. Wooten, P.E., 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 Western Technologies, Inc., and field testing of the private Improvements shall be performed by Western Technologies, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing

which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

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

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

Type of Financial Guaranty: Infrastructure Bond #NNM 2205  
Amount: \$ \$107,565.68  
Name of Financial Institution or Surety providing Guaranty:  
Merchants' National Bonding, Inc.  
Date City first able to call Guaranty (Construction Completion Deadline):       
March 3, 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 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: RS Bluewater, LLC

By [Signature]: \_\_\_\_\_  
Name [Print]: Kevin Mattson  
Title: Manager  
Dated: 3-28-2022

DEVELOPER'S NOTARY

STATE OF Texas )  
COUNTY OF Dallas ) ss.

This instrument was acknowledged before me on this 28<sup>th</sup> day of March, 2022 by  
[name of person:] Kevin Mattson, [title or capacity, for instance,  
"President" or "Owner":] Manager of  
[Developer:] RS Bluewater, LLC.



Blk Mat  
Notary Public  
My Commission Expires: 4/16/23

CITY OF ALBUQUERQUE:

DocuSigned by:  
By: Shahab Biazar  
Shahab Biazar, P.E., City Engineer

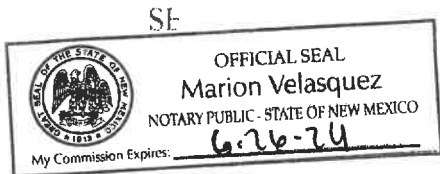
DS  
BMR

Agreement is effective as of (Date): 4/11/2022 | 9:04 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 11<sup>th</sup> day of April, 2022,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.



[Signature]  
Notary Public

My Commission Expires: June 26, 2024

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



## FINANCIAL GUARANTY AMOUNT

February 25, 2022

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

Project Description:

Project ID #: 676286 RS Bluewater Addition Phase 2

Requested By: consultant or developer

Approved Estimate Amount: \$ 66,776.00

Contingency Amount: 10.00% \$ 6,677.60

Subtotal: \$ 73,453.60

PO Box 1293

NMGRT: 7.875% \$ 5,784.47

Subtotal: \$ 79,238.07

Albuquerque

Engineering Fee: 6.60% \$ 5,229.71

New Mexico 87103

Testing Fee: 2.00% \$ 1,584.76

Subtotal: \$ 86,052.55

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 107,565.68

APPROVAL:

  
\_\_\_\_\_

DATE:

Feb. 25, 2022

Notes: Plans not yet approved.

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

Bond No. [Surety's No:]     NNM 2205    

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] RS Bluewater, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Texas Limited Liability Company as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] One Hundred Seven Thousand Five Hundred Sixty Five Dollars and 68/100 Dollars, ([amount in figures:] \$ 107,565.68), 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:] RS Bluewater Addition ("Developer's Property"), City Project No. 676286; 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:]

As listed in the approved Infrastructure List, this Phase 2 portion of the work includes the extension of the existing southbound left turn lane from 98<sup>th</sup> Street to Bluewater Rd. ("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:] RS Bluewater, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on April 11, 2022 as Document Number 2022035806, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] NNM 2205

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 4, 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 March, 20 22

**DEVELOPER**

**RS Bluewater, LLC**

By [signature:] 

Name: Beau Tucker

Title: Member

Dated: 3/24/2022

**SURETY**

**Merchants National Bonding, Inc.**

By [signature:] 

Name: Kevin J Dunn

Title: Attorney-In-Fact

Dated: 3/24/2020



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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bennett Brown; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

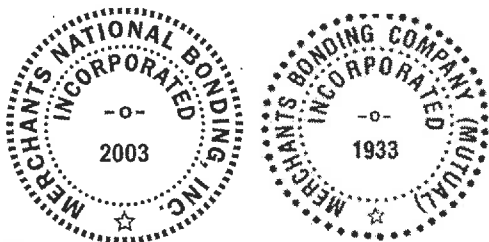
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of February, 2022.

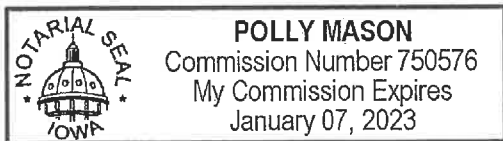


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 23rd day of February, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

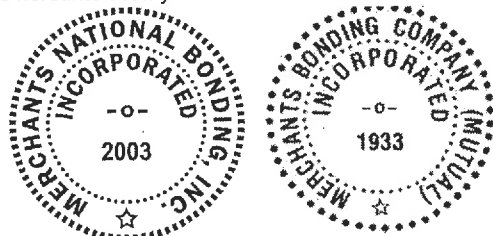


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of March, 2022.



*William Warner, Jr.*  
Secretary



Current DRC Project Number: \_\_\_\_\_ Date Submitted: 2/22/2022  
 Date Site Plan Approved: \_\_\_\_\_  
 Date Preliminary Plat Approved: \_\_\_\_\_  
 Date Preliminary Plat Expires: \_\_\_\_\_  
 DRB Project No.: \_\_\_\_\_  
 DRB Application No.: \_\_\_\_\_

**FIGURE 12**

**INFRASTRUCTURE LIST**

(Rev. 9-20-05)

**EXHIBIT "A"**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
 RS BLUEWATER ADDITION, TRACTS A - F  
 PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**Avalon Subdivision, Unit 5, Tract 12**

**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	
							Inspector	City Cnst Engineer
		12' Wide	3rd Northbound Lane	98th Street	Volcano Rd	Bluewater Rd	/	/
		10' Wide	Trail with 2' Wide Shoulders	98th Street Frontage	Volcano Rd	Bluewater Rd	/	/
		11' Wide	Northbound Right Turn / Deceleration Lane	SEC 98th / Bluewater	+/-250' South of Bluewater	SEC of 98th/ Bluewater	/	/
		12' Wide	Southbound Left Turn Lane 80 feet long plus transition	98th St - Main Driveway at Existing Median			/	/
		6' Wide	Concrete Sidewalks along Bluewater and Volcano Frontages				/	/
		N/A	ADA Ramps at 98th/Bluewater. 98th/ Volcano Intersections & Project Driveways				/	/
		N/A	New Standard Curb/Gutter	Volcano Road	98th St	SE Property Corner	/	/
		N/A	Modifications to Ex. 98th/Bluewater Inter-section to accommodate 3rd NB Lane				/	/
		8" Dia	Sanitary Sewer Main	Volcano Rd	Existing Manhole in Volcano Rd	Site	/	/

Financially Guaranteed	Constructed Under
DRC #	DRC #

Size	Type of Improvement	Location	From	To	Construction Certification		
					Inspector	Private P.E.	City Cnst Engineer
8" Dia	Sanitary Sewer Main	within Development to Serve all Lots			/	/	/
8" Dia	Water Main	Inside Development to Serve all Lots	Ex 6" Main in Volcano Rd	Ex 12" Main in Bluewater Rd	/	/	/
18"-48"	Storm Drain RCP	Volcano Rd	Ex 48" SD in Volcano Rd	Northeast Corner of 98th/Volcano	/	/	/
Misc	Internal Shared Roadways and Sidewalks within Access Easements				/	/	/
12' Wide	435' foot long Left Turn Lane (235' Extension) plus 100' Long Reverse Curve Taper	South Bound 98th St	Bluewater Rd	435' North of Bluewater Rd	/	/	/
					/	/	/
					/	/	/
					/	/	/
					/	/	/
					/	/	/

**PHASE 2 IMPROVEMENTS**



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		Approval of Creditable Items:	City User Dept. Signature	Date
							Inspector	P.E.			
							/	/	/	/	
							/	/	/	/	
							/	/	/	/	

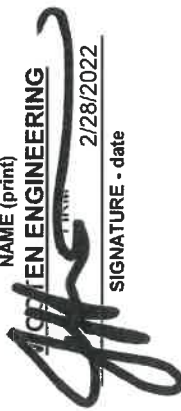
**NOTES**

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 Storm Drain to include manholes and inlets.

2

**AGENT / OWNER** \_\_\_\_\_ **DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

**JEFFREY T. WOOTEN**  
 NAME (print)  
  
 WOOTEN ENGINEERING  
 2/28/2022  
 SIGNATURE - date

*Joy Bodurbeck* Mar 3, 2022  
 DRB CHAIR - date  
*Jeanne Wolfenbarger* Mar 3, 2022  
 TRANSPORTATION DEVELOPMENT - date  
*Blaine Carter* Mar 3, 2022  
 UTILITY DEVELOPMENT - date  
*Ernest Amigo* Mar 3, 2022  
 CITY ENGINEER - date

*Chris Campbell* Mar 3, 2022  
 PARKS & RECREATION - date  
*J-A De...* Mar 3, 2022  
 AMAFCA - date  
 CODE ENFORCEMENT - date  
 \_\_\_\_\_ - date

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER