

MAJOR SUBDIVISION FINAL PLAT APPROVAL

PLAT DOCUMENTATION



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

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

BRIEF DESCRIPTION OF REQUEST

St. Charles/Borromeo Final Plat Submittal

APPLICATION INFORMATION

Applicant/Owner: Archdiocese of Santa Fe Real Estate Corp/ St. Charles Borromeo		Phone:
Address: 4000 St. Josephs PI NW		Email:
City: Albuquerque	State: New Mexico	Zip: 87120-1714
Professional/Agent (if any): Bohannon Huston, Inc. (Michael J. Balaskovits, PE)		Phone: (505)823-1000
Address: 7500 Jefferson St. NE		Email: mbalaskovits@bhinc.com
City: Albuquerque	State: New Mexico	Zip: 87109
Proprietary Interest in Site:	List <u>all</u> owners:	

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: Tract A	Block: N/A	Unit: N/A
Subdivision/Addition: St. Charles Borromeo	MRGCD Map No.:	UPC Code: 101505739211140407
Zone Atlas Page(s): K-15-Z	Existing Zoning: R-ML	Proposed Zoning N/A
# of Existing Lots: 1	# of Proposed Lots: 2	Total Area of Site (Acres): 6.0244

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 1801 Hazeldine SE	Between: Coal Ave	and: University Blvd.
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

PR-2022-007081

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: February 13, 2023
Printed Name: Michael J. Balaskovits, PE	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

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

 MAJOR SUBDIVISION FINAL PLAT APPROVAL

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

PLAT DOCUMENTATION

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

SUPPORTIVE DOCUMENTATION

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

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

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

PLAT DOCUMENTATION

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Proposed Preliminary/Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat
- ___ 6) 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
- ___ 7) Sidewalk Exhibit and/or cross sections of proposed streets
- ___ 8) Proposed Infrastructure List, if applicable

SUPPORTIVE DOCUMENTATION

- ___ 9) Letter of authorization from the property owner if application is submitted by an agent
- ___ 10) Letter describing, explaining, and justifying the request per the criteria in IDO 14-16-6-6(K)(3)
- ___ 11) Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ 12) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer

PUBLIC NOTICE DOCUMENTATION

- ___ 13) Required Content of Notice at Submittal per IDO Section 14-16-6-4(K)(1)
 - ___ Office of Neighborhood Coordination notice inquiry response
 - ___ Completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
 - ___ Proof of emailed notice to affected Neighborhood Association representatives
- ___ 14) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

MINOR AMENDMENT TO PRELIMINARY PLAT

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

- ___ 1) DHO Application form completed, signed, and dated
- ___ 2) Form S2 with all the submittal items checked/marked
- ___ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- ___ 4) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter of authorization from the property owner if application is submitted by an agent
- ___ 6) Proposed Amended Preliminary Plat and/or Grading and Drainage Plan
- ___ 7) Original Preliminary Plat and/or Grading and Drainage Plan
- ___ 8) Infrastructure List, if applicable
- ___ 9) Interpreter Needed for Hearing? ___ if yes, indicate language: ___

FORM S: PRE-APPROVALS/SIGNATURES

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

Legal Description & Location: Tract A St. Charles Borromeo School

Job Description: Replat of St. Charles Borromeo School located into two new parcels.

Hydrology:

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

Reggie Cho 2/7/2023
Hydrology Department Date

Transportation:

- Traffic Circulations Layout (TCL) Approved NA Will be required for site plan
- Traffic Impact Study (TIS) Approved NA
- Neighborhood Impact Analysis (NIA) Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA

Ernest Armijo 11/4/2022
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

[Signature] 11/14/2022
ABCWUA Date

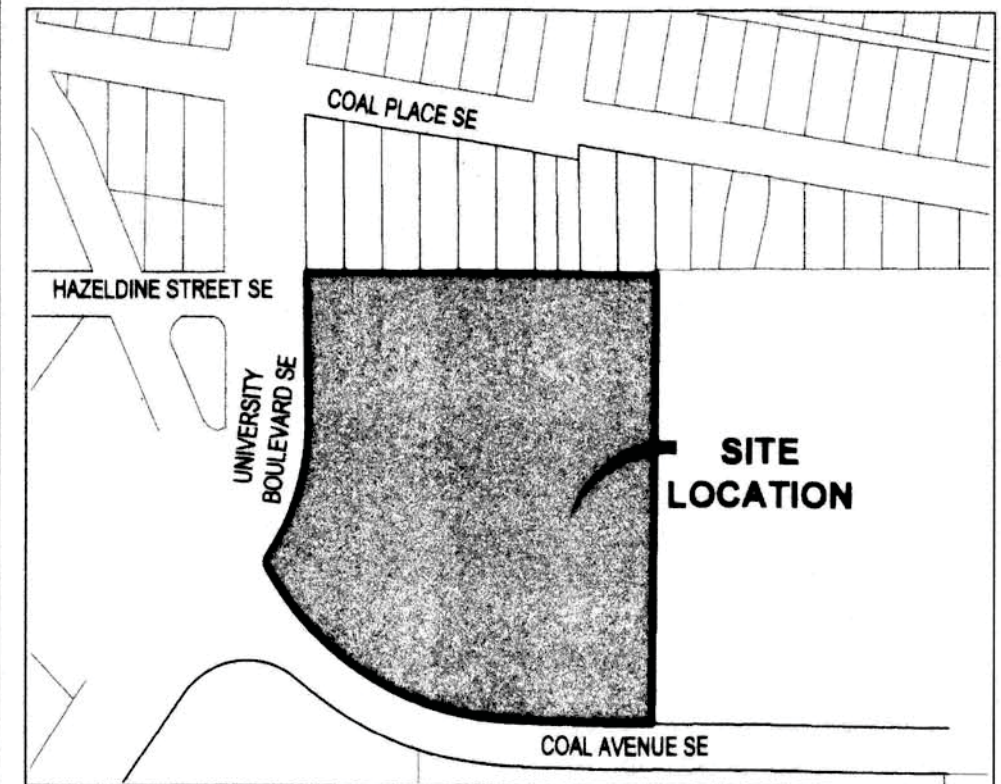
- Infrastructure Improvements Agreement (IIA*) Approved
- AGIS (DXF File) Approved
- Fire Marshall Signature on the plan n/a Approved

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



LOCATION MAP K-15-Z
NOT TO SCALE

SUBDIVISION DATA:

1. DRB No. _____
2. Zone Atlas Index Nos. K-15
3. Gross Subdivision Acreage: 6.0244 Acres.
4. Total Number of Tracts Created: 2 Tracts.
5. Date of Survey: May - June, 2022.
6. Plat is located within Projected Section 21, T10 N, R 3 E, N.M. P.M.
7. No public streets were created.
8. Zoning: R-ML.

PURPOSE OF PLAT:

The purpose of this Plat is to Subdivide Tract A St. Charles Borromeo as shown on the Corrected Plat of Survey Tract A St. Charles Borromeo, recorded in the Office of the County Clerk of Bernalillo County, New Mexico on August 9, 2022 in Book 2022C, Page 080 as Document No. 2022073313 into two tracts and to grant easements as may be shown herein.

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

LEGAL DESCRIPTION:

A certain tract of land situated in the Town of Albuquerque Grant, within Projected Section 21, Township 10 North, Range 3 East, New Mexico Principal Meridian, Bernalillo County, New Mexico, comprising of Tract A St. Charles Borromeo as shown on the Corrected Plat of Survey Tract A St. Charles Borromeo, recorded in the Office of the County Clerk of Bernalillo County, New Mexico on August 9, 2022 in Book 2022C, Page 080, as Document No. 2022073313 and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows;

BEGINNING at the southeast corner of the tract herein described a found 1.25" yellow plastic cap stamped "PS 11184" WHENCE a found City of Albuquerque 3.25" aluminum disc set flush in the top of curb and is stamped "7-L15 1984" bears South 18° 31' 48" East a distance of 3,473.50 feet;

THENCE North 89° 30' 24" West a distance of 170.81 feet along the southerly line of the tract herein described and also being the northerly right-of-way line of Coal Avenue SE;

THENCE along the arc of a tangent curve to the right, having a central angle of 60° 28' 11", having a radius of 386.74 feet, a chord bearing of North 59° 16' 18" West a distance of 389.48 feet and an arc distance of 408.16 feet;

THENCE along the arc of a tangent compound curve to the right, having a central angle of 62° 22' 33", having a radius of 15.00 feet, a chord bearing of North 02° 09' 03" East a distance of 15.54 feet and an arc distance of 16.33 feet to the intersection of University Blvd SE;

THENCE along the easterly right-of-way line of University Blvd SE along the arc of a tangent reverse curve to the left, having a central angle of 33° 53' 11", having a radius of 314.79 feet, a chord bearing of North 16° 23' 44" East a distance of 183.47 feet and an arc distance of 186.18 feet to a point of tangency;

THENCE North 00° 32' 52" West a distance of 197.15 feet to the northwest corner of the tract herein described;

THENCE leaving the easterly right-of-way line of University Blvd SE South 89° 51' 31" East a distance of 458.67 feet along the northerly line of tract herein described to a found 1.25" yellow plastic cap stamped "PS 11184";

THENCE North 85° 45' 59" East a distance of 1.18 feet to the northeast corner of the tract herein described to a found Chiseled Mark in top of a wall under loose rock;

THENCE along the easterly boundary of the tract herein described South 00° 28' 49" West a distance of 588.14 feet to the POINT OF BEGINNING.

Tract contains ± 6.0244 acres (262423 Sq. Ft.), more or less

FREE CONSENT AND DEDICATION:

The foregoing Plat of that certain tract of land situate within Section 10, Township 10 North, Range 3 East, New Mexico Principal Meridian, within the Town of Albuquerque Grant, Albuquerque, Bernalillo County, New Mexico, comprising of Tract A St. Charles Borromeo as shown on the Corrected Plat of Survey Tract A St. Charles Borromeo recorded in the Office of the Office of the County Clerk of Bernalillo County, New Mexico on August 9, 2022 in Book 2022C, Page 080 as Document No. 2022073313 is with the free consent and in accordance with the desires of the undersigned owner(s) and/ or proprietor(s) thereof and said owner(s) and/ proprietors(s) do hereby grant: said easement as shown hereon, to run with the land, and do hereby consent to all of the foregoing and do hereby certify that this Plat is their free act and deed.

Archdiocese of Santa Fe Real Estate Corporation

By: Magr. Lambert J. Luna
Rev. Magr. Lambert J. Luna, President

State of New Mexico)
 SS
County of Bernalillo)

This instrument was acknowledged before me on 07 day of November, 2022
by Rev. Magr. Lambert J. Luna, President on behalf of Archdiocese of Santa Fe Real Estate Corporation

My Commission Expires: August 30th 2024 Kimberly Diane Legan
Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Kimberly Diane Legan
Commission No. 140659
August 30, 2023

NOTES:

1. Tract is subject to Flood Zone X as designated on FIRM Maps 35001C0334G revised September 26, 2008
2. Record Easements taken from Title Commitment referenced: Fidelity National Title Insurance Company Commitment Number: SP000135573, Effective Date: May 19, 2022.
3. SOLAR NOTE - Pursuant to Section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "No property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or tracts within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
4. Basis of Bearings: City of Albuquerque Control Stations "7-L15 1984" having NM NAD 1983 NM State Plane Grid Coordinates Central Zone: N=1,479,550.205 and E=1,529,067.366 and "I9-L16 1984" having NM NAD 1983 NM State Plane Grid Coordinates Central Zone: N=4,478,691.641 and E=1,531,755.929. Bearing= S 72° 17' 21" E.
5. Distances are ground distances.

SURVEYOR'S CERTIFICATION:

I, Alan R. Benham a Registered Professional New Mexico Surveyor, certify that I am responsible for this survey and that this plat was prepared by me or under my supervision, shows all existing easements as shown on the plats of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and is true and accurate to the best of my knowledge and belief.

Alan R. Benham NOV 2, 2022
ALAN R. BENHAM Date:
New Mexico Professional Surveyor 15700



PLAT OF
TRACTS A-1 AND A-2
ST. CHARLES BORROMEO
CORRECTED PLAT OF
TRACT A
ST. CHARLES BORROMEO
WITHIN THE TOWN OF ALBUQUERQUE GRANT
PROJECTED SECTION 21,
TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
NOVEMBER 2022

Project Number: PR-2022-007081

Application Number: _____

PLAT APPROVAL

Utility Approvals:

<u>PNM Electric Services</u>	11/29/2022
Date	
<u>New Mexico Gas Company</u>	11/23/2022
Date	
<u>Natalia Antonio</u>	12/1/2022
CenturyLink	Date
<u>Mike Mortus</u>	11/28/2022
Comcast	Date

City Approvals:

<u>Loren N. Risenhoover P.S.</u>	11/3/2022
City Surveyor	Date
Traffic Engineering, Transportation Division	Date
ABCWUA	Date
Parks and Recreation Department	Date
<u>AMA</u>	11/28/2022
Date	
Hydrology	Date
Code Enforcement	Date
Planning Department	Date
City Engineer	Date

JURISDICTIONAL AFFIDAVIT:

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

Alan R. Benham 11/2/22
Alan R. Benham
New Mexico Professional Surveyor 15700

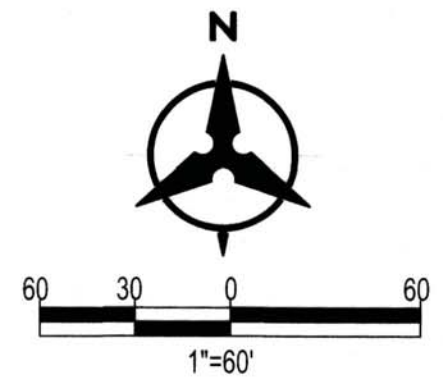
TAX CERTIFICATION:

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UPC #
ST. CHARLES CATHOLIC CHURCH/ARCHDIOCESE OF SANTA FE UNPLATTED TRACT
UPC#10150573921140407
PROPERTY OWNER OF RECORD: ARCHDIOCESE OF SANTA FE REAL ESTATE CORP/
ST CHARLES BORROMEO UNPLATTED TRACT
BERNALILLO COUNTY TREASURER'S OFFICE DATE

Bohannon & Huston
www.bhinc.com 800.877.5332

Wed, 2-Nov-2022 - 1:03 pm, Plotted by: RGAUNA
P:\20230092\SURVEY\02_OFFICE\03_PLAT\20230092_PLAT_A1_A2.dwg

**PLAT OF
TRACTS A-1 AND A-2
ST. CHARLES BORROMEO**
CORRECTED PLAT OF
TRACT A
ST. CHARLES BORROMEO
WITHIN THE TOWN OF ALBUQUERQUE GRANT
PROJECTED SECTION 21,
TOWNSHIP 10 NORTH, RANGE 3 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
NOVEMBER 2022



LEGEND

- FOUND PLASTIC CAP AS NOTED
- SET PLASTIC CAP AS NOTED
- ✕ FOUND CHISELED MARK AS NOTED
- ⊗ FOUND 5/8" REBAR AS NOTED
- ⊕ FOUND NAIL AS NOTED
- ⊕ SET NAIL AS NOTED
- SET 1.25" ORANGE PLASTIC CAP ON 5/8" REBAR STAMPED "BENHAM PS 15700" OR AS NOTED
- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- · · · · PREVIOUSLY VACATED PROPERTY LINE

DETAIL "A"
NOT TO SCALE
PARCEL A
LANDS OF ALBUQUERQUE
TECHNICAL-VOCATIONAL INSTITUTE
FILED: MAR 6, 1997
(BK. 97S, PG. 15)

CURVE DATA

ID	ARC	RADIUS	TANGENT	DELTA	CHORD	CHORD BRG
C1	408.16'	386.74'	225.40'	60°28'10"	389.48'	N59°16'18"W
C2	16.33'	15.00'	9.08'	62°22'33"	15.54'	N02°09'03"E
C3	69.51'	314.79'	34.90'	12°39'08"	69.37'	N27°00'45"E
C4	116.66'	314.79'	59.01'	21°14'03"	116.00'	N10°04'10"E
C5	186.18'	314.79'	95.90'	33°53'11"	183.47'	N16°23'44"E

NOTE: RECIPROCAL CROSS LOT DRAINAGE AND ACCESS EASEMENT FOR THE BENEFIT OF EACH PLATTED TRACT HEREIN TO BE MAINTAINED BY EACH TRACT, GRANTED WITH THE RECORDING OF THIS PLAT.

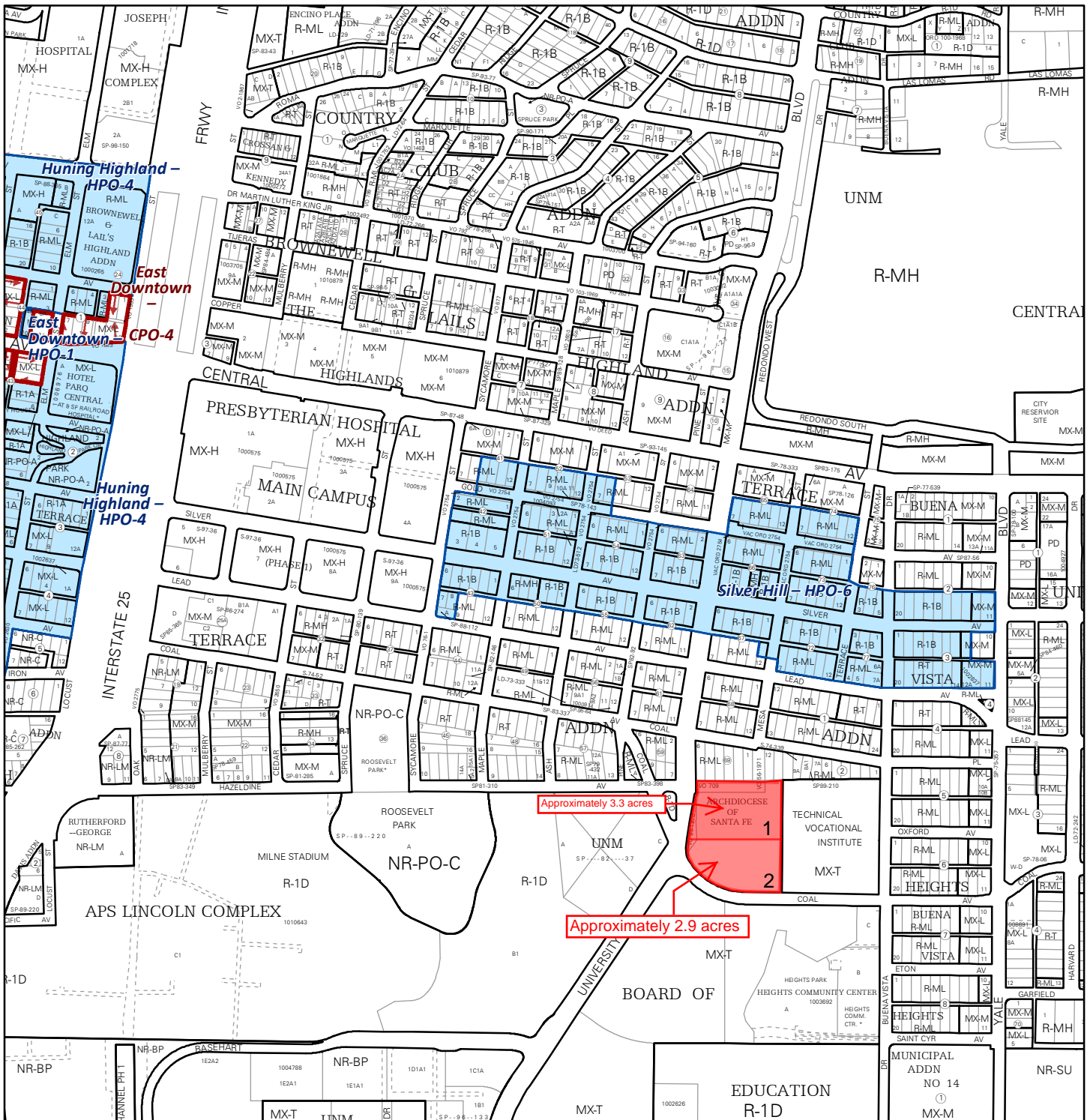
ALBUQUERQUE GEODETIC REFERENCE STATION "19-L16 1984"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE GRID COORDINATES
(CENTRAL ZONE, US SURVEY FOOT)
N= 1,478,691.641 USft E= 1,531,755.929 USft
GROUND TO GRID FACTOR = 0.999664048
Δσ = -00°12'31.00"
NAVD 1988 ELEVATION = 5297.506 USft



ALBUQUERQUE GEODETIC REFERENCE STATION "7-L15 1984"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE GRID COORDINATES
(CENTRAL ZONE, US SURVEY FOOT)
N= 1,479,550.205 USft E= 1,529,067.366 USft
GROUND TO GRID FACTOR = 0.999671093
Δσ = -00°12'49.65"
NAVD 1988 ELEVATION = 5164.135 USft


PARCEL B
LANDS OF ALBUQUERQUE
TECHNICAL-VOCATIONAL INSTITUTE
FILED: MAR 6, 1997
(BK. 97S, PG. 15)

Thu, 1-Dec-20 2:12:55 pm, Plotted by: RGAUNA
P:\212300926\SURVEY\02_OFFICE\03_PLAT\20230092_PLAT_A1_A2.dwg



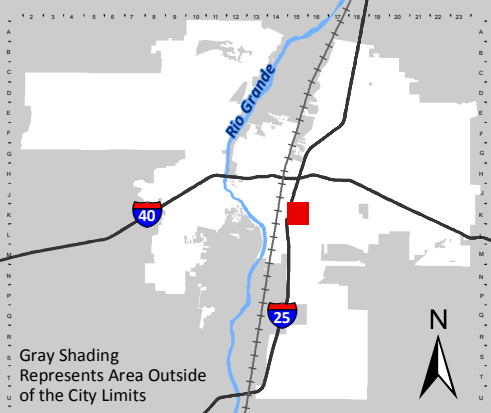
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018




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

Zone Atlas Page:
K-15-Z



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

Gray Shading
Represents Area Outside
of the City Limits



0 250 500 1,000 Feet

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: CNM Ingenuity
Project Number: 644285

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 CNM Ingenuity, Incorporated ("Developer"), a New Mexico nonprofit corporation, whose email address is klee36@cnm.edu, whose address is 525 Buena Vista Drive SE, Albuquerque, New Mexico 87106 and whose telephone number is (505) 224-5953, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as:

TRACT A of CORRECTED PLAT of TRACT A ST. CHARLES BORROMEIO

recorded on August 9, 2022 in Book 2022C, Page 080, as Document No. 2022073313 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 the Archdiocese of Santa Fe Real Estate Corporation ("Owner").

The Owner has submitted and the City has approved a preliminary plat or Site Plan identified as Tracts A-1 and A-2 St. Charles Borromeo (PR-2022-007081) describing Developer's Property ("Developer's Property").

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 listing ("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. Although the Improvements are required, they are below the threshold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is

Doc# 2023007715

02/09/2023 09:02 AM Page: 1 of 13
AGRE R:\$25.00 Linda Stover, Bernalillo County



authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. The City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey.

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

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. The City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review.

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

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of 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: **Cashier's Check**

Amount: **\$34,552.58**

Name of Financial Institution or Surety providing Guaranty: **CNM Ingenuity, Incorporated**

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

February 1, 2025

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.

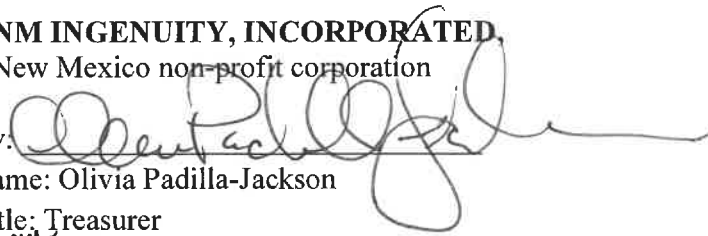
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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:

CNM INGENUITY, INCORPORATED
a New Mexico non-profit corporation

By: 
Name: Olivia Padilla-Jackson

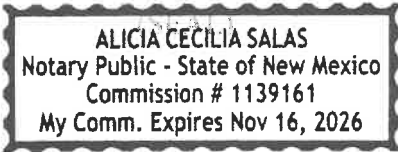
Title: Treasurer


Dated: ^{Jan} 27 / 7 / 2023

DEVELOPER'S NOTARY

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on this 7th day of February, 2023, by Olivia Padilla-Jackson, Treasurer of CNM Ingenuity, Incorporated.




Notary Public
My Commission Expires: 11 / 16 / 26

CITY OF ALBUQUERQUE

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

DS
BMR

Agreement is effective as of (Date): 2/8/2023 | 7:48 AM MST

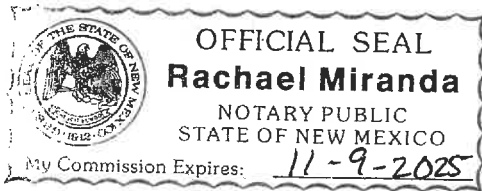
CITY'S NOTARY

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

This instrument was acknowledged before me on this 8th day of February, 2023,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Rachael Miranda
Notary Public

My Commission Expires: 11-9-2025



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

POWER OF ATTORNEY

The Archdiocese of Santa Fe Real Estate Corporation ("Owner"), a New Mexico nonprofit corporation, whose address is 4000 St. Joseph's Place, Albuquerque, New Mexico 87120, hereby makes, constitutes, and appoints CNM Ingenuity, Incorporated, a New Mexico nonprofit corporation, ("Developer") as its true and lawful attorney in fact, for it and in its name, place and stead, giving unto the Developer full power to do and perform all and every act that the Owner may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by the Owner and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

OWNER



ARCHDIOCESE OF SANTA FE REAL ESTATE CORPORATION

By: Very Rev. Glennon Jones, Vicar General
Title: Vice-President
Dated: 03 Feb 2023

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing Power of Attorney was acknowledged before me on February 3, 2023 by the Very Rev. Glennon Jones, Vicar General, Vice-President of the Archdiocese of Santa Fe Real Estate Corporation, on behalf of the Owner.

STATE OF NEW MEXICO
NOTARY PUBLIC
MONICA M. JUSTICE
Commission Number 1117058
My Commission Expires February 27, 2025



Notary Public

My Commission Expires: 2/27/2025

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

February 1, 2023

Type of Estimate: I.I.A. Procedure B with FG -- Non work order

Project Description:

Project ID #: 644285 St. Charles Borremeo Sidewalks

Requested By: Mike Balaskovits

Approved Estimate Amount: \$ 18,986.00

Contingency Amount: 20.00% \$ 3,797.20

Subtotal: \$ 22,783.20

PO Box 1293

NMGRT: 7.750% \$ 1,765.70

Subtotal: \$ 24,548.90

Albuquerque

Engineering Fee: 6.60% \$ 1,620.23

New Mexico 87103

Testing Fee: 6.00% \$ 1,472.93

Subtotal: \$ 27,642.06

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 34,552.58

APPROVAL:

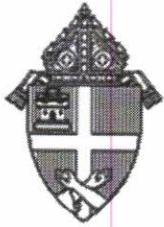
A handwritten signature in blue ink, appearing to read "Mike Balaskovits", is written over a horizontal line.

DATE:

A handwritten date "Feb. 1, 2023" in blue ink is written over a horizontal line.

Notes: Procedure B IIA -- Non Work Order

SUPPORTIVE DOCUMENTATION



ARCHDIOCESE OF SANTA FE
Real Estate Corporation

October 27, 2022

Ms. Jolene Wolfley, Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

RE: St. Charles Catholic School Campus replatting efforts, Albuquerque, NM

To whom it may concern,

I hereby authorize Bohannon Huston, Inc. staff to act as our agent in all matters associated with Development Review Board (DRB) or Development Hearing Officer (DHO) submittals associated with the above-mentioned replatting efforts.

If you should have any questions, please don't hesitate to let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Macken".

Thomas P. Macken, Executive Director
Archdiocese of Santa Fe Real Estate Corporation

Cc: Rev. Vincent Dominquez, Pastor, St. Charles Borromeo
Louis J. Hernandez, CFO Bohannon Huston, Inc.
Michael Balaskovits, Senior Vice President, Bohannon Huston, Inc.

February 10, 2023

Ron Bohannon
Development Hearing Officer
415 Silver Ave SE
Albuquerque, NM 87102

Re: Final Plat Submittal – Tracts A-1 & A-2 St. Charles Borromeo (PR-2022-007081)

Dear DHO Bohannon,

This letter is to accompany the Final Plat Submittal for the DHO hearing on February 22, 2023, for the above-mentioned site. We have provided the Infrastructure Improvements Agreement, recorded on February 9, 2023, based on the improved Infrastructure List dated December 21, 2022. This request is in support of final plat approval per the IDO Section 14-16-6-6(K)(3).

Sincerely,



Michael J. Balaskovits, PE
Senior Vice President
Community Development and Planning