



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

MISCELLANEOUS APPLICATIONS		<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)
<input type="checkbox"/> Site Plan Administrative DFT (Forms P & P2)	PRE-APPLICATIONS	
<input type="checkbox"/> Final EPC Sign-off for Master Development/Site Plans - EPC (Form P2)	<input checked="" type="checkbox"/> Sketch Plat Review and Comment (Form S3)	
<input type="checkbox"/> Amendment to Infrastructure List (Form S3)	<input type="checkbox"/> Sketch Plan Review and Comment (Form S3)	
<input type="checkbox"/> Temporary Deferral of S/W (Form S3)	APPEAL	
<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form S3)	<input type="checkbox"/> Administrative Decision (Form A)	

BRIEF DESCRIPTION OF REQUEST

Request sketch plat review to vacate a public water and sewer easement from 3 existing lots, to create three new lots and grant a new public water and sewer easement further west from the vacated one. Utility plans for water and sewer, as well as the recorded IIA are provided.

APPLICATION INFORMATION

Applicant/Owner: Ray's Flooring Specialists Inc.		Phone:
Address: 7401 Los Volcanes Rd NW		Email:
City: Albuquerque	State: NM	Zip: 87121
Professional/Agent (if any): CSI - Cartisian Survyes, Inc.		Phone: 505-896-3050
Address: PO Box 44414		Email: cartesianryan@gmail.com
City: Rio Rancho	State: NM	Zip: 87174
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.: Lots 2-A thru 2-C	Block:	Unit: 2
Subdivision/Addition: Atrisco Business Park, Tract S-1	MRGCD Map No.:	UPC Code: See attached
Zone Atlas Page(s): J-10-Z	Existing Zoning: NR-BP	Proposed Zoning
# of Existing Lots: 3	# of Proposed Lots: 3	Total Area of Site (Acres):

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 7401 Los Volcanes Rd NW | Between: Ben Keith Way | and: Airport Drive NW

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

PR-2022-007645 (SD-2023-00053) prelim / final plat

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: September 9, 2024
Printed Name: Ryan J. Mulhall	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

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

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

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

_ TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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

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

_ EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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

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

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

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

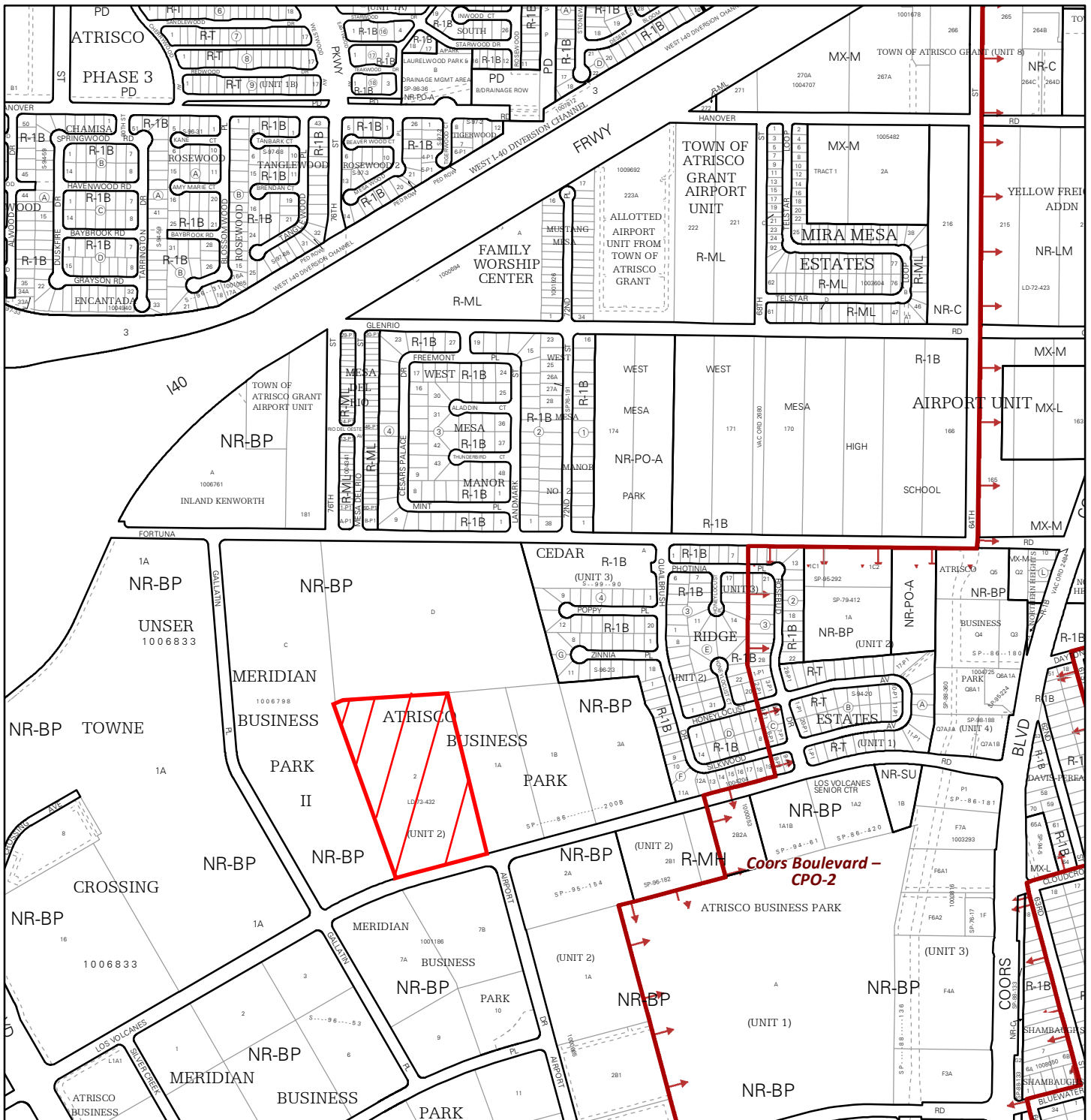
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- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner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

_ SKETCH PLAT OR SKETCH PLAN REVIEW AND COMMENT


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

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter describing, explaining, and justifying the request
- ___ 6) Scale drawing of the proposed subdivision plat or Site Plan
- ___ 7) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

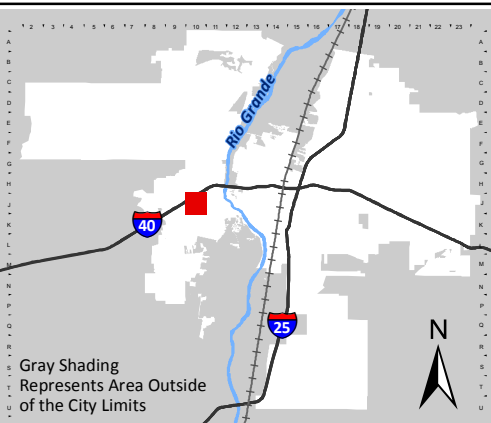


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>









IDO Zone Atlas May 2018



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



Zone Atlas Page:
J-10-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

Feet
0 250 500 1,000

CSI-Cartesian Surveys Inc.
PO Box 44414, Rio Rancho, NM 87174
896-3050 Fax 891-0244

September 9, 2024
Development Facilitation Team
City of Albuquerque

Re: Sketch Plat Review for Subdivision to create Proposed Lots 2-A-1 thru 2-C-1, Tract S-1 of Atrisco Business Park, Unit 2, being comprised of Lot 2-A thru 2-C, Tract S-1 of Atrisco Business Park, Unit 2

Development Facilitation Team Members:

Cartesian Surveys is acting as an agent for Ray's Flooring Specialist Inc. and we request a sketch plat review of our proposed subdivision to vacate an existing public water and sewer easement, creating three (3) new lots from three (3) existing lots: Proposed Lots 2-A-1 thru 2-C-1, Tract S-1 of Atrisco Business Park, Unit 2, being comprised from Lot 2-A thru 2-C, Tract S-1 of Atrisco Business Park, Unit 2. The property is located at 7401 Los Volcanes Road NW, between Ben Keith Way and Airport Drive NW.

The property is currently zoned as NR-BP (Non-Residential – Business Park). We had an approved and recorded preliminary / final plat under SD-2023-00007, with an approved IIA for sidewalk and other minor infrastructure (see attached). the comments from April 26, 2023 addressed below:

ABCWUA

1. Availability Statement 221209 has been executed and provides conditions for service for a 23,700 sq ft industrial building and for the proposed subdivision.
2. Comments have been addressed.

Noted, added ABCWUA easement statement to sheet 1 of the plat.

Code Enforcement

1. Shared Parking and Cross Parking access agreement is shown, allowing access to Lots A, B, and C, and Shared Parking for Lots A & B is confirmed to be sufficient for both proposed uses. This agreement must be recorded with the plat.
2. Code Enforcement has no further comments or objections.

Updated and approved site plan is in the record, our action will not change any of these aspects: Existing parking provides 84 spaces (5 ADA) with 7 bike and 3 motorcycle spaces. With the parking agreement and easement [5] these will be available for the existing commercial building on Lot 2-A. Per TCL calculations, there are 71 parking spaces required in total (with 3 bicycle and 1 motorcycle spaces also) for the GFA calculations shown on the site plan / TCL.

Noted, lots have ensured for cross-lot access and parking along proposed easement [5]. This is also protected by parking agreement document (recorded).

Hydrology

• Hydrology has an approved Conceptual Grading & Drainage Plan (J10D027) with engineer's stamp 02/21/2023.

• The existing detention pond needs to be in a private drainage easement **with the drainage easement notes** showing maintenance responsibility for all three lots.

• Hydrology has no objection to the Infrastructure List.

• Comment - Hydrology needs to approve the Grading & Drainage Plan prior to Building Permit.

Noted, the drainage easement language note requested was added to sheet 3 of the recorded plat.

Parks and Recreation

04-26-2023

No comments or objections to the requested action.

Noted

Transportation

1. All comments have been addressed. No objection.

Noted, recorded IIA and approved Infrastructure List are provided again.

2. For any future development, a Traffic Circulation Layout will be required prior to Building Permit. Please ensure all lots meet parking requirements for the development currently on each proposed lot.

Noted, parking counts are provided in the associated site plan attached and are covered by a parking agreement also provided in this supplement.

Planning

♣ Previous Sketch Plat analysis was completed in Sept. 2022. Comments were provided to applicant.

1. Items Needing to be Completed or Corrected

♣ The project & application number must be added to the Plat prior to final sign-off by DFT staff, should the Plat be approved by the DHO.

Noted, application numbers have been added to the supplemented version of the plat.

♣ Per Table 7.2.29 from section 7 of the DPM: Los Volcanes is a Major Collector. Requires a 6ft Sidewalk & 5-6ft landscape buffer. *Please confirm compliance, or waiver request, or DHO determination request?

Our platting action is dedicating 7 feet of additional right-of-way to become compliant to the sidewalk and landscape standards for Los Volcanes as a major collector. We no longer request a determination from these widths.

♣ Once IL-infrastructure list is approved, the project will need to provide a financial guarantee to DRC?

Financial guarantee is intended to be covered by a subsequent site plan. Cartesian has anticipated the site plan to be submitted soon.

♣ Please clarify if parking and landscaping if affected by replat? Please confirm that parking and landscaping requirements are being met for the current site and if a shared parking agreement is a part of the new development?

Noted, dedication of additional right-of-way to Los Volcanes Rd NW has been provided to accommodate 6-foot sidewalk and 5-foot landscape buffer. Parking requirements are shown to be met by a parking agreement, easement [5], and the attached parking counts from the anticipated site plan. See attached TCL pages and above explanation for code enforcement for specifics.

♣ The DXF file must be approved by AGIS, and the approval from AGIS must be submitted prior to final sign-off from Planning should the Plat be approved by the DHO.

Noted, updated DXF has been sent to city GIS. Updated approval from 4/21 is attached in this supplement.

♣ All final Plan sheets need to be sealed and signed by a design professional licensed in the State of New Mexico.

♣ If approved by the DHO, the AGIS office must approve the DXF file and proof of approval must be provided prior to final sign-off of the Plat.

♣ After DHO approval and final sign off, a recorded copy of the plat must be sent to the Planning Manager-Jay Rodenbeck.

♣ All standards within IDO section 5-4-C (Subdivision of Land Compliance) apply to all replatting actions. Re-plating action cannot increase any existing nonconformity or create a new nonconformity

Noted

3. Future Development Guidance.

♣ Future development must meet all applicable standards and provisions of the Atrisco Business Park plan. Where silent all development must meet standards and provisions of IDO (NR-BP) and the DPM.

***Submitted plans should demonstrate how standards are being met for any applicable previous approvals and/or current standards.**

Please reference the following development standards from the IDO. Subject to change pending formal submittal or change in development type/use.

☐ Table III – Provisions for ABC Comp Plan Centers & Corridors.

☐ 4-2 Allowed Uses, table 4-2-1. *Reference Use Specific Standards any new uses and/or development. NR-BP and Atrisco Business Park.

☐ 5-1 Dimension Standards for NR-BP and Atrisco Business Park. 5-1-G Exceptions and

Encroachments.

***Plans will need to show Dimensional standards detail for new development.**

☐ **5-3 Access & Connectivity** requirements

☐ 5-5 Parking & Loading requirements, Table 5-5-1

***Plans will need to demonstrate compliance of parking requirements.**

☐ 5-6 Landscaping, Buffering, and Screening standards and requirements.

*** Plans will need to demonstrate compliance of landscaping requirements. Provide calculation detail. Including buffering and screening.**

☐ 5-7 Walls/Fences, table 5-7-1. ***Development requires separate permitting.**

☐ 5-8 for Outdoor Lighting requirements.

☐ Section 6-1, table 6-1-1 for public notice requirements.

☐ Platting actions per 6-6-K Subdivision of Land-Minor or 6-6-L Subdivision of Land-Major.

☐ Vacations per 6-6-M.

☐ 7-1 Development, dwelling and use definitions.

Noted, new development will be best shown by accompanying site plan.

Development of two new warehouse structures with accompanying drive aisle and parking improvements will be provided on the property, pending plat approval. Access will continue to use existing drive circuit / curb cuts, just expanded further north to reach planned warehouses. Parking counts showing minimums are met are provided in this supplement.

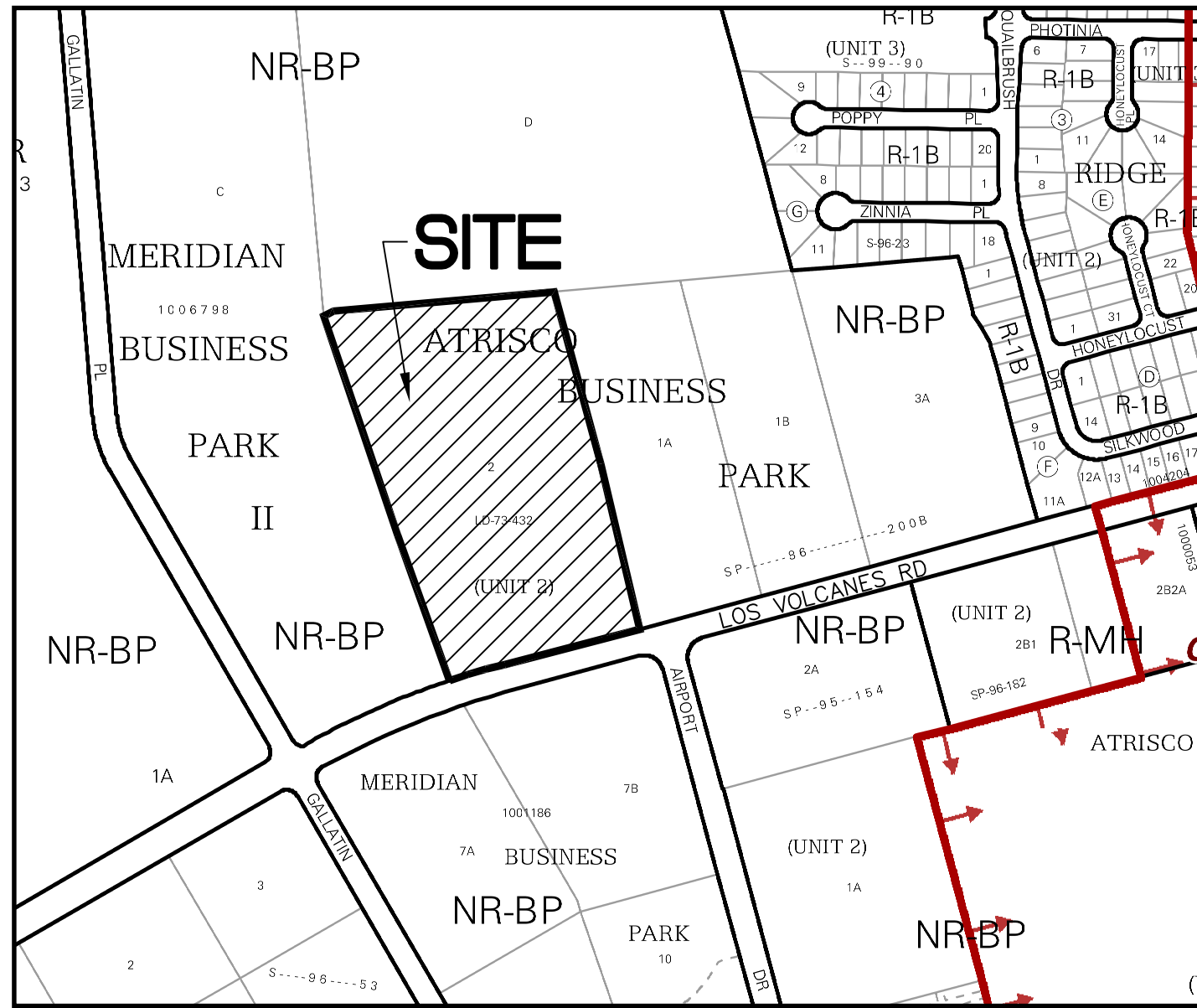
Thank you for your consideration,
Ryan J. Mulhall

UPC Numbers for Parcels

UPC #: 101005822411130104 (Lot 2-A)

UPC #: 101005821713530110 (Lot 2-B)

UPC #: 101005820916130115 (Lot 2-C)



Vicinity Map - Zone Atlas J-10-Z



Notes

1. FIELD SURVEY PERFORMED IN OCTOBER 2018, AUGUST 2022 AND DECEMBER 2023.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. THIS PRELIMINARY / FINAL PLAT WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER FOR THE CITY OF ALBUQUERQUE AT A PUBLIC HEARING HELD ON _____, 20_____.

Documents

1. TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE, HAVING FILE NO. SP000158887 AND AN EFFECTIVE DATE OF NOVEMBER 30, 2023.
2. PLAT FOR ATRISCO BUSINESS PARK FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON SEPTEMBER 12, 1973, IN BOOK D5, PAGE 181.
3. SPECIAL WARRANTY DEED FOR SUBJECT PROPERTY FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON MAY 28, 2015, AS DOC. NO. 2015044598.
4. PLAT OF RECORD FOR SUBJECT PROPERTY, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON AUGUST 17, 2023, IN BOOK 2023C, PAGE 68, AS DOCUMENT NO. 2023052706.

ABCWUA Public Water & Sanitary Sewer Easements

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY (ABCWUA) IS GRANTED EASEMENT(S) AND/OR USE OF PUBLIC RIGHT-OF-WAY IN THE DIMENSIONS NOTED ON THIS PLAT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, MODIFICATION, REPLACEMENT AND OPERATION OF PUBLIC WATER AND SANITARY SERVICE LINES, EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE SERVICE TOGETHER WITH FREE ACCESS ON AND OVER THE EASEMENT AND/OR PUBLIC RIGHT-OF-WAY AND THE RIGHT TO REMOVE TREES, SHRUBS, UNDERGROWTH AND ANY OTHER OBSTACLES, MODIFICATIONS, OR STRUCTURES WHICH INTERFERE WITH THE OPERATION OF PUBLIC WATER AND/OR PUBLIC SANITARY SEWER INFRASTRUCTURE.

Indexing Information

Section 15, Township 10 North, Range 2 East, N.M.P.M. as Projected into the Town Atrisco Grant
 Subdivision: Atrisco Business Park, Unit 2
 Owner: GDCLV LLC
 UPC #: 101005822411130104 (Lot 2-A)
 UPC #: 101005821713530110 (Lot 2-B)
 UPC #: 101005820916130115 (Lot 2-C)

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. VACATE EASEMENTS AS SHOWN HEREON.
3. GRANT EASEMENTS AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 11.0992 ACRES
 ZONE ATLAS PAGE NO. J-10-Z
 NUMBER OF EXISTING LOTS. 3
 NUMBER OF LOTS CREATED. 3
 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. 0.0000 ACRES
 DATE OF SURVEY. DECEMBER 2023

Legal Description

LOT NUMBERED THIRTY (30) IN BLOCK LETTERED "B", TRACT NUMBERED THREE (3), UNIT NUMBERED ONE (1) OF NORTH ALBUQUERQUE ACRES, A SUBDIVISION OF A TRACT OF LAND IN SCHOOL DISTRICTS THREE (3) AND FOUR (4), BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED IN THE MAP OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MARCH 23, 1931, IN VOLUME D, FOLIO 132.

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 4, 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 # _____

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Lots 2-A-1 thru 2-C-1, Tract S-1
 Atrisco Business Park, Unit 2
 Being Comprised of
 Lots 2-A thru 2-C, Tract S-1
 Atrisco Business Park, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 September 2024**

Project Number: _____

Application Number: _____

Plat Approvals:

PNM Electric Services

Qwest Corp. d/b/a CenturyLink QC

New Mexico Gas Company

Comcast

City Approvals:

City Surveyor

Traffic Engineering, Transportation Division

ABCWUA

Parks and Recreation Department

AMAFCA

Hydrology

Code Enforcement

Planning Department

City Engineer

MRGCD

Surveyor's Certificate

I, BRIAN J. MARTINEZ, 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.

BRIAN J. MARTINEZ _____ Date
 N.M.R.P.S. No. 18374

CSI-CARTESIAN SURVEYS INC.

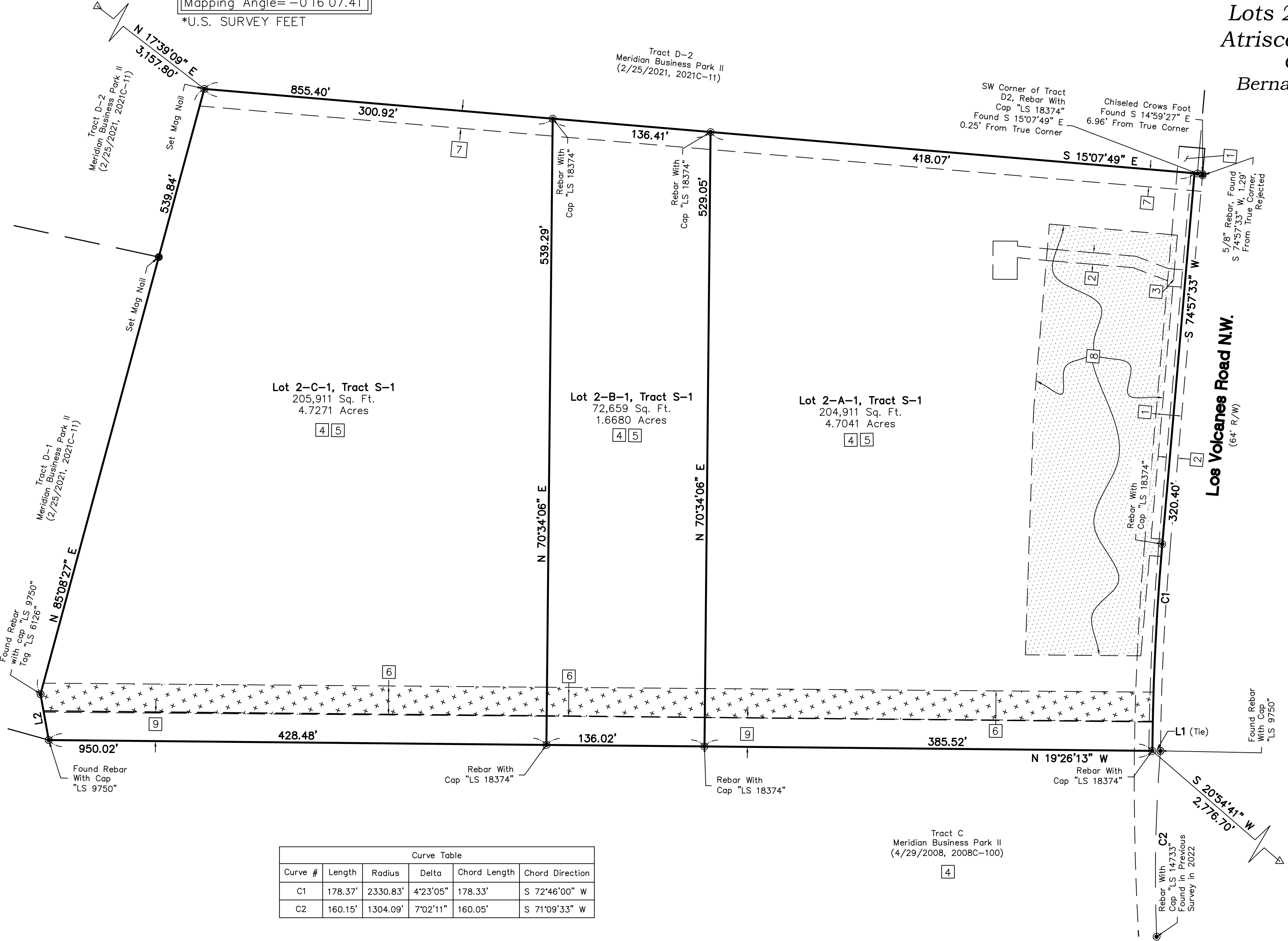
P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896 - 3050 Fax (505) 891 - 0244
 cartesianbrian@gmail.com



Plat for
Lots 2-A-1 thru 2-C-1, Tract S-1
Atrisco Business Park, Unit 2
 Being Comprised of
Lots 2-A thru 2-C, Tract S-1
Atrisco Business Park, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 September 2024

ACS Monument " 6-J10 "
 NAD 1983 CENTRAL ZONE
 X=1500635.082*
 Y=1492180.199 *
 Z=5119.814 * (NAVD 1988)
 G-G=0.999681414
 Mapping Angle=-0°16'07.41"
 *U.S. SURVEY FEET

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



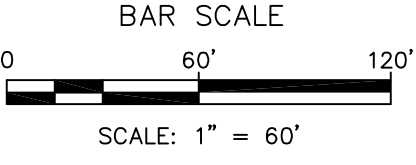
Lot 2-C-1, Tract S-1
 205,911 Sq. Ft.
 4.7271 Acres
 [4] [5]

Lot 2-B-1, Tract S-1
 72,659 Sq. Ft.
 1.6680 Acres
 [4] [5]

Lot 2-A-1, Tract S-1
 204,911 Sq. Ft.
 4.7041 Acres
 [4] [5]

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	178.37'	2330.83'	4°23'05"	178.33'	S 72°46'00" W
C2	160.15'	1304.09'	7°02'11"	160.05'	S 71°09'33" W

Line #	Direction	Length (ft)
L1	N 19°26'13" W	7.00'
L2	N 59°54'31" E	40.12'

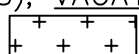
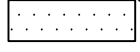


CSI-CARTESIAN SURVEYS INC.

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

**Plat for
Lots 2-A-1 thru 2-C-1, Tract S-1
Atrisco Business Park, Unit 2
Being Comprised of
Lots 2-A thru 2-C, Tract S-1
Atrisco Business Park, Unit 2
City of Albuquerque
Bernalillo County, New Mexico
September 2024**

Easement Notes

- 1 EXISTING 22' STORM DRAINAGE EASEMENT (6/30/1995, BK. 95-15, PG. 6364-6367, DOC. NO. 95064733)
- 2 EXISTING 10' PNM EASEMENT (1/15/1998, BK. 98-2, PG. 1559-1561, DOC. NO. 98004795)
- 3 EXISTING 12' X 15' PNM SWITCHGEAR EASEMENT (1/15/1998, BK. 98-2, PG. 1559-1561, DOC. NO. 98004795)
- 4 EXISTING DRAINAGE AGREEMENT (BLANKET IN NATURE) (9/14/1992, BCR 92-21, PG. 6019-6031, DOC. NO. 1992091790) (9/14/1992, BCR 92-21, PG. 6032-6044, DOC. NO. 1992091791) AND (9/14/1992, BCR 92-21, PG. 6045-6057, DOC. NO. 1992091792)
- 5 PRIVATE, BLANKET CROSS-LOT ACCESS, PARKING, AND DRAINAGE EASEMENT, EXCLUDING EXISTING AND FUTURE BUILDING ENVELOPES, BENEFITING AND MAINTAINED BY LOTS 2-A THRU 2-C, AS SHOWN ON PLAT OF RECORD, ALSO SEE PARKING AGREEMENT (08/16/2023, DOC. NO. 2023052356)
- 6 EXISTING 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (08/17/2023, 2013C-68), VACATED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS 
- 7 EXISTING 15' PUBLIC UTILITY EASEMENT (08/17/2023, 2013C-68)
- 8 EXISTING PRIVATE POND AND DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY LOTS 2-A, 2-B, AND 2-C (08/17/2023, 2013C-68) SHOWN HEREON AS 
- 9 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT GRANTED WITH THE FILING OF THIS PLAT

Line Table		
Line #	Direction	Length (ft)
L1	N 19°26'13" W	7.00'
L2	N 59°54'31" E	40.12'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	178.37'	2330.83'	4°23'05"	178.33'	S 72°46'00" W
C2	160.15'	1304.09'	7°02'11"	160.05'	S 71°09'33" W

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.

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. 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.

GERALD LUCERO, MANAGER _____ DATE
GDCLV, LLC

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__
BY: GERALD LUCERO, MANAGER, GDCLV

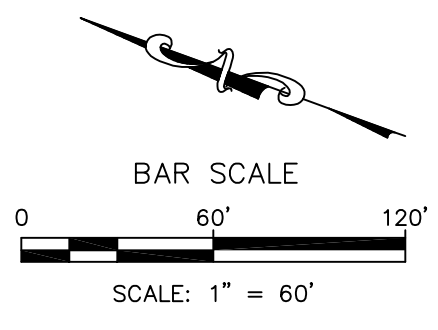
By: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

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

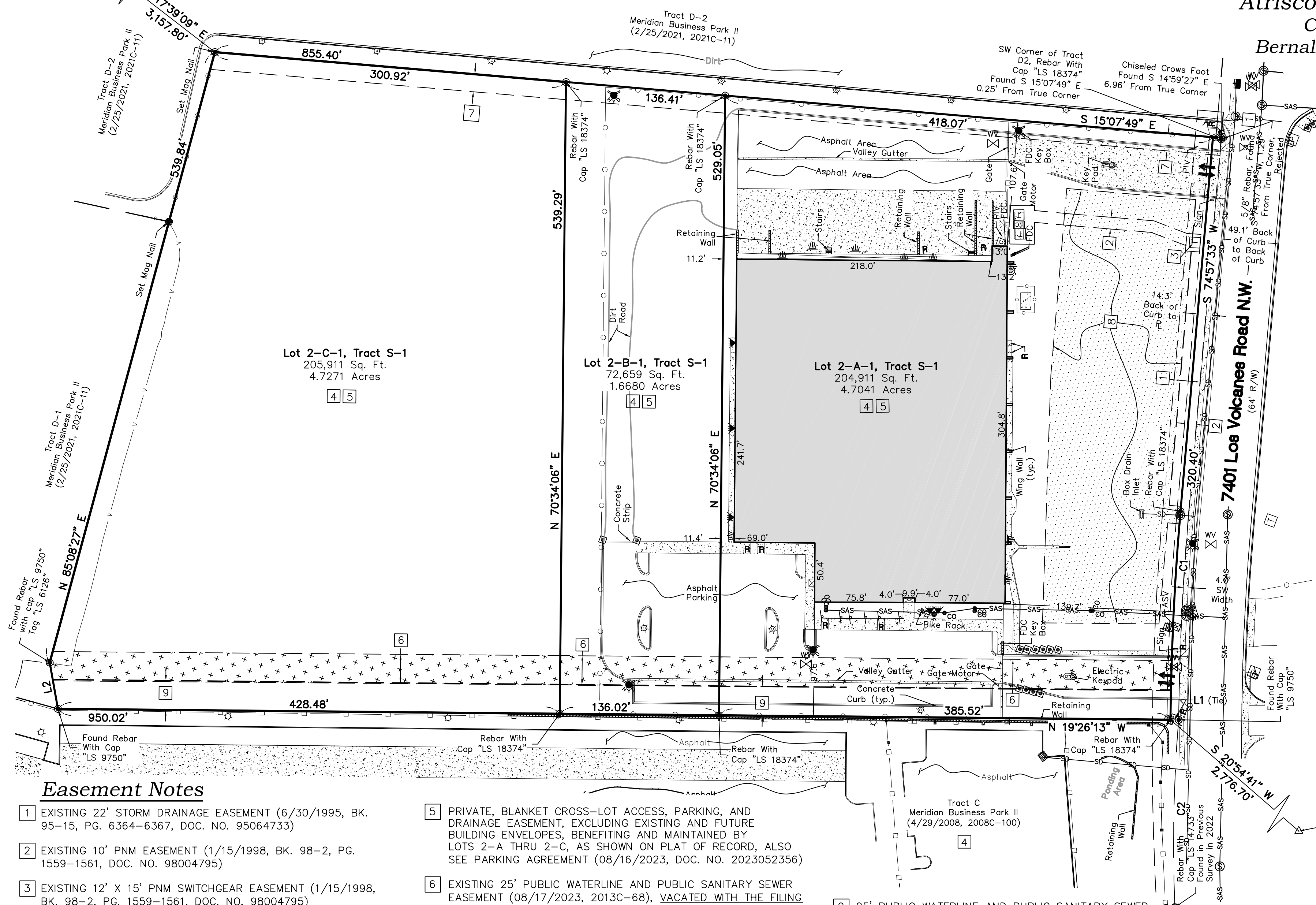
Site Sketch for
Lots 2-A-1 thru 2-C-1, Tract S-1
Atrisco Business Park, Unit 2
 Being Comprised of
Lots 2-A thru 2-C, Tract S-1
Atrisco Business Park, Unit 2
 City of Albuquerque
 Bernalillo County, New Mexico
 September 2024

ACS Monument "6-J10"
 NAD 1983 CENTRAL ZONE
 X=1500635.082*
 Y=1492180.199*
 Z=5119.814* (NAVD 1988)
 G-G=0.999681414
 Mapping Angle=-0°16'07.41"
 *U.S. SURVEY FEET



Line Table		
Line #	Direction	Length (ft)
L1	N 19°26'13" W	7.00'
L2	N 59°54'31" E	40.12'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	178.37'	2330.83'	4°23'05"	178.33'	S 72°46'00" W
C2	160.15'	1304.09'	7°02'11"	160.05'	S 71°09'33" W



Legend

N 90°00'00" E MEASURED BEARINGS AND DISTANCES

- FOUND MONUMENT AS INDICATED
- COVERED AREA
- CONCRETE
- METAL FENCE
- BLOCK WALL
- CHAINLINK FENCE
- BOLLARD
- UTILITY PEDESTAL
- PULL BOX
- LIGHT POLE
- TRANSFORMER
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- MANHOLE
- SAS CLEANOUT
- IRRIGATION BOX
- SIGN
- CURB CUT/INDICATION OF ACCESS TO ROADWAY
- FIRE DEPARTMENT CONNECTION
- RAMP
- ELECTRIC CABINET
- FLOOD LIGHT
- GAS METER
- FLAGPOLE
- ANTI SIPHON VALVE
- POST INDICATOR VALVE
- STORM DRAIN INLET
- MANHOLE
- ROOF DRAIN

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

Easement Notes

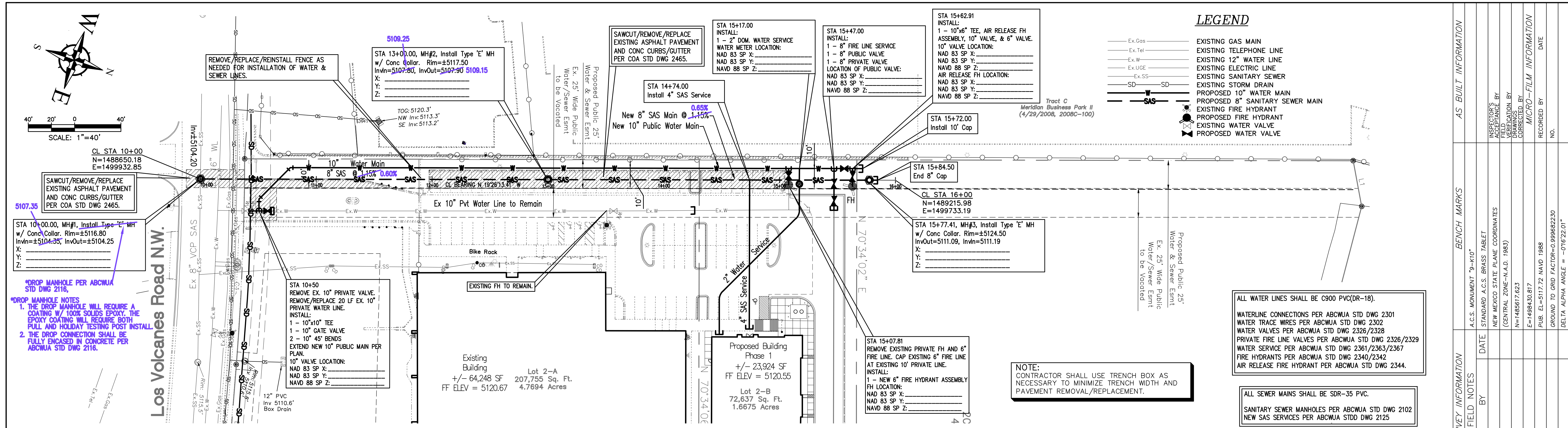
- 1 EXISTING 22' STORM DRAINAGE EASEMENT (6/30/1995, BK. 95-15, PG. 6364-6367, DOC. NO. 95064733)
- 2 EXISTING 10' PNM EASEMENT (1/15/1998, BK. 98-2, PG. 1559-1561, DOC. NO. 98004795)
- 3 EXISTING 12' X 15' PNM SWITCHGEAR EASEMENT (1/15/1998, BK. 98-2, PG. 1559-1561, DOC. NO. 98004795)
- 4 EXISTING DRAINAGE AGREEMENT (BLANKET IN NATURE) (9/14/1992, BCR 92-21, PG. 6019-6031, DOC. NO. 1992091790) AND (9/14/1992, BCR 92-21, PG. 6032-6044, DOC. NO. 1992091791) AND (9/14/1992, BCR 92-21, PG. 6045-6057, DOC. NO. 1992091792)
- 5 PRIVATE, BLANKET CROSS-LOT ACCESS, PARKING, AND DRAINAGE EASEMENT, EXCLUDING EXISTING AND FUTURE BUILDING ENVELOPES, BENEFITING AND MAINTAINED BY LOTS 2-A THRU 2-C, AS SHOWN ON PLAT OF RECORD, ALSO SEE PARKING AGREEMENT (08/16/2023, DOC. NO. 2023052356)
- 6 EXISTING 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT (08/17/2023, 2013C-68), VACATED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS
- 7 EXISTING 15' PUBLIC UTILITY EASEMENT (08/17/2023, 2013C-68)
- 8 EXISTING PRIVATE POND AND DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY LOTS 2-A, 2-B, AND 2-C (08/17/2023, 2013C-68) SHOWN HEREON AS
- 9 25' PUBLIC WATERLINE AND PUBLIC SANITARY SEWER EASEMENT GRANTED WITH THE FILING OF THIS PLAT

Purpose of Plat

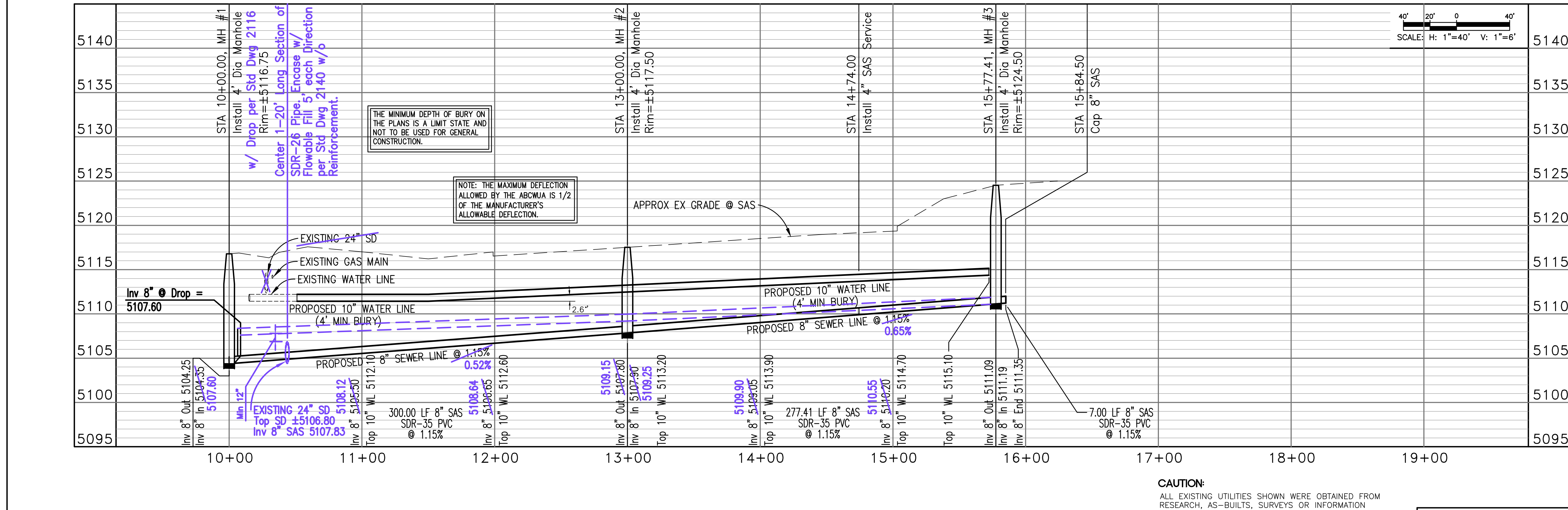
1. SUBDIVIDE AS SHOWN HEREON.
2. VACATE EASEMENTS AS SHOWN HEREON.
3. GRANT EASEMENTS AS SHOWN HEREON.

CSI-CARTESIAN SURVEYS INC.

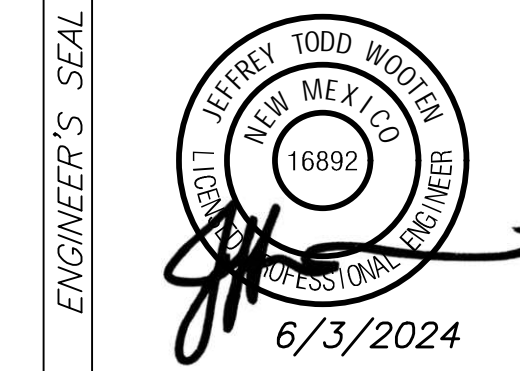
P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 cartesianbrian@gmail.com



AS BUILT INFORMATION	
INSPECTOR'S FIELD VERIFICATION BY	DATE
REVISIONS	DATE
DESIGNED BY: JTW	DATE: June 2024
DRAWN BY: JTW	DATE: June 2024
DRAWN NAME:	JOB NO.: 2021034
CHECKED BY: JTW	DATE: June 2024



SURVEY INFORMATION	
NO.	DATE
BY	DATE
NO.	DATE



NOTE:
 AT ALL PAVEMENT REMOVAL AND REPLACEMENTS, SAW-CUT EDGES SHALL BE STRAIGHT AND CLEAN, AND LONGITUDINAL JOINTS SHALL NOT BE PLACED WITHIN WHEEL PATHS. PATCHES SHALL BE REGULAR AND SQUARE OR RECTANGULAR, WITH FOUR STRAIGHT SIDES. FINISHED PAVEMENT SURFACE SHALL BE FLUSH WITH EXISTING PAVEMENT SURFACE, WITH NO SPILLOVER OF ASPHALT OR TACK COAT. CARE MUST BE TAKEN TO AVOID DAMAGING THE INTEGRITY OR APPEARANCE OF SURROUNDING PAVEMENTS; IF DAMAGED, THE ENTIRE SURFACE PATCH MUST BE EXPANDED TO COVER DAMAGES.

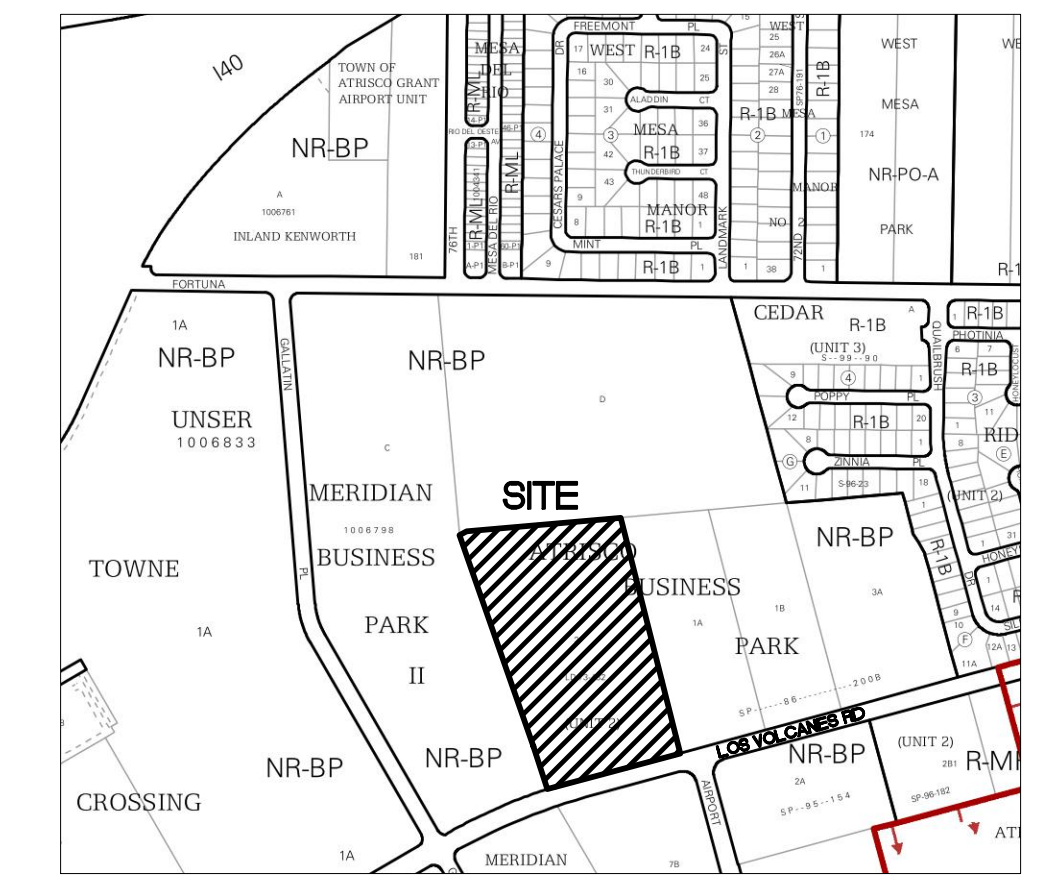
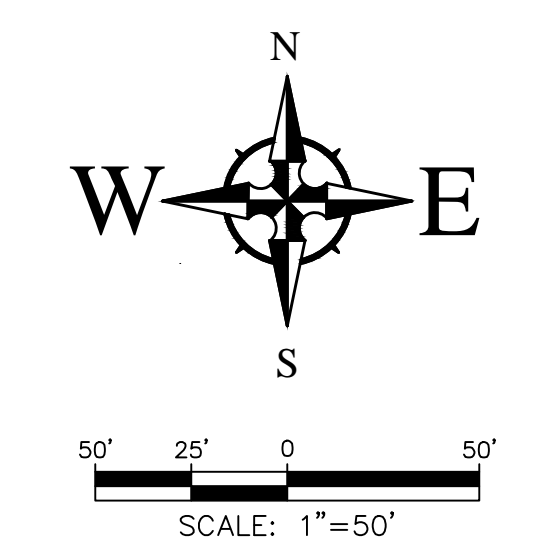
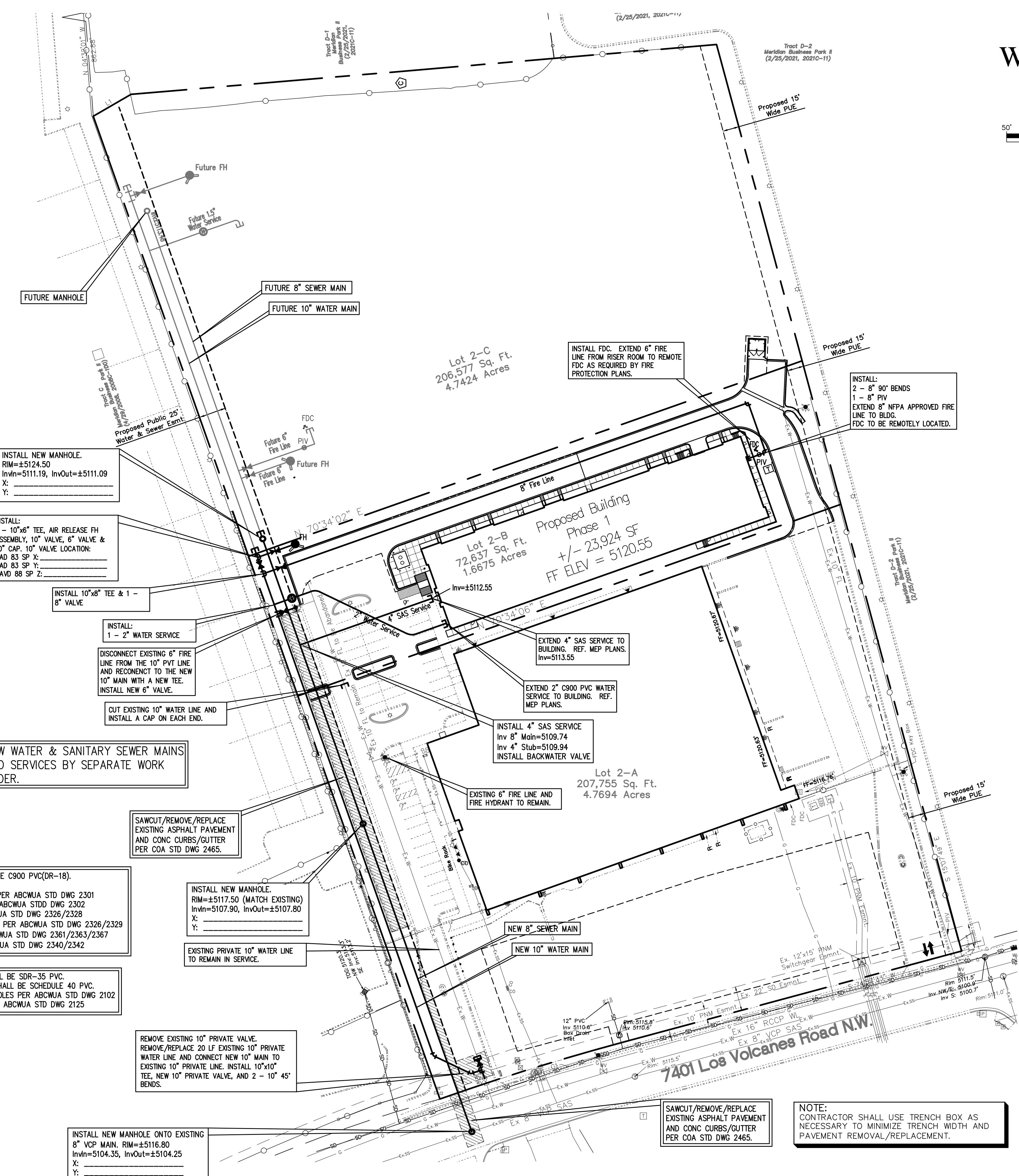


CITY OF ALBUQUERQUE
 PUBLIC WORKS DIVISION
 ENGINEERING GROUP

Ray's Flooring - Phase 1
 WATER AND SANITARY SEWER PLAN / PROFILE

DESIGN REVIEW COMMITTEE	CITY ENGINEER APPROVAL	MO./DAY/YR.	MO./DAY/YR.

ABCWUA PROJECT NO. 20240002 ZONE MAP NO. F-13-Z SHEET # 7 of 7



VICINITY MAP
LEGAL DESCRIPTION:
 Lot 2-B, in Tract "S-1" of Unit 2, Atrisco Business Park, Albuquerque, NM.

- GENERAL NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE INSTALLATION OF ALL WORK RELATED TO MECHANICAL UTILITIES AS SHOWN ON THIS PLAN INCLUDING: TRENCHING, BACKFILL, SUPPORTS, CLEANOUT PADS, SERVICE STOPS AND BOXES, SERVICE LINES, TESTING, CLEANING, AND STERILIZING. ANY WORK NOT ACCEPTED BY THE ARCHITECT OR ENGINEER DUE TO IMPROPER WORKMANSHIP OR LACK OF PROPER COORDINATION SHALL BE REMOVED AND CORRECTLY INSTALLED AT THE CONTRACTOR'S EXPENSE, AS DIRECTED.
 2. MINIMUM DEPTHS OF COVER SHALL BE: 36" FOR WATERLINES AND 48" FOR SEWER, EXCEPT AT BUILDING CONNECTION.
 3. ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED UNDER CONTRACT SHALL, EXCEPT AS OTHERWISE STATED OR PROVIDED OF HEREON, BE CONSTRUCTED IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE, LATEST EDITION.
 4. UTILITY LINES SHALL BE INSTALLED PRIOR TO PAVEMENT, CURB AND GUTTER, AND/OR SIDEWALK, AS APPLICABLE.
 5. ROUGH GRADING OF SITE (±0.5') SHALL BE COMPLETED PRIOR TO INSTALLATION OF UTILITY LINES.
 6. ALL VALVES SHALL BE ANCHORED PER CITY OF ALBUQUERQUE STANDARDS.
 7. ALL VALVES SHALL BE ANCHORED PER CITY OF ALBUQUERQUE STANDARDS.
 8. FIRE LINES (IF REQUIRED) SHALL USE PIPE MATERIALS UNDERWRITERS LABORATORIES LISTED AND APPROVED FOR FIRE SERVICE.
 9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER METER, FIRE LINE, AND SEWER HOOKUP FEES FOR INSTALLATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY EXPANSION CHARGES, PRORATA AND OTHER SPECIAL ASSESSMENTS.
 10. CONTRACTOR SHALL VERIFY INVERTS AND LOCATIONS OF EXISTING WATER/SAS LINES PRIOR TO BEGINNING WORK. ALL CONFLICTS SHALL BE BROUGHT TO ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO BEGINNING WORK.

STUDIO CONSULTANTS, INC
 100 Gold Ave. SW, Suite 205,
 Albuquerque, NM 87102
 Daniel@ariascinc.com (505) 506-2314

Wooten Engineering
 PO Box 15814
 Rio Rancho, NM 87174
 Phone: (505) 980-3560

Ray's Flooring
Phase 1 Tenant Addition
 NM Sol
 7401 Los Volcanes Road NW
 Albuquerque, NM 87121

Architect/Engineer Seal

mark	date	description
revisions		
		issue 95% REVIEW PLANS
		project no 2021034
		drawn by
		checked by
		date February 10, 2023

UTILITY PLAN

C200

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Ray's Flooring Tenant Addition

Project Number: 578088

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 **GDCLV, LLC** ("Developer"), a **New Mexico Limited Liability Corporation**, whose email address is **martin@raysflooring.com**, whose address is **7401 Los Volcanes Rd NW**(Street or PO Box) **Albuquerque, New Mexico** (City, State), **87121** (Zip Code) and whose telephone number is **505-883-1967**, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital**. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Lot 2, Tract S-1 of Unit 2, Atrisco Business Park** recorded on **September 12, 1973**, **Book D5, Page 181** 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:] GDCLV, LLC ("Owner").

The Developer has submitted, and the City has approved a preliminary plat identified as **Plat for Lots 2-A, 2-B, and 2-C, Tract S-1, Atrisco Business Park, Unit 2** 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 thresh hold 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.

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

Doc# 2023046160

07/24/2023 11:45 AM Page: 1 of 16
AGRE R:\$25.00 Linda Stover, Bernalillo County



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. 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 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: INFRASTRUCTURE IMPROVEMENT BOND
Amount:
\$ 395,111.28
Name of Financial Institution or Surety providing Guaranty:
Western Surety Company
Date City first able to call Guaranty (Construction Completion Deadline): July 21, 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:

By [Signature]: *Martin Lucero*

Name [Print]: Martin Lucero

Title: Member

Dated: 6.13.23

DEVELOPER'S NOTARY

STATE OF NM)

) ss.

COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 13 day of July, 2023, by [name of person:] Martin Lucero, [title or capacity, for instance, "President" or "Owner":] Member of [Developer:] GOCLV, LLC.

(SEAL)

Sally Rizzieri
Notary Public
My Commission Expires: 08/30/2025

**State of New Mexico
Notary Public
Sally Rizzieri
Commission Number 1102855
Commission Expires August 30, 2025**

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. 30183661

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we GDCLV, LLC ("Developer") a New Mexico Limited Liability Corporation as "Principal", and Western Surety Company, a corporation organized and existing under and by virtue of the laws of the State of South Dakota 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 Three Hundred Ninety Five Thousand – One Hundred Eleven Dollars and Twenty Eight Cents _____, (\$ 395,111.28), 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 Rays Flooring Tenant Addition ("Developer's Property"), City Project No. 578088; 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:]
New water and sanitary sewer mains on-site and new sidewalk along Los Volcanes _____ ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between GDCLV, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on September 12, 1973 as Document Number Book D5, Page 181, as amended by change order or amendments to the agreement.

Bond No. 30183661

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:] July 21, 2025 ("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 21st day of July, 2023.

DEVELOPER

By [signature:] 

Name: Martin Lucero

Title: Member

Dated: 7/21/23

SURETY

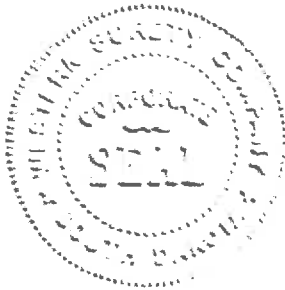
Western Surety Company

By 

Name: Michael J. Mesenbrink

Title: Attorney-in-Fact

Dated: July 21, 2023

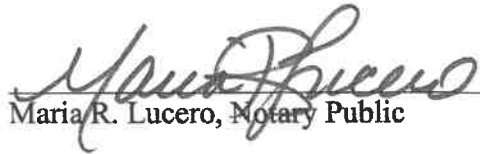


*NOTE: Power of Attorney for Surety must be attached.

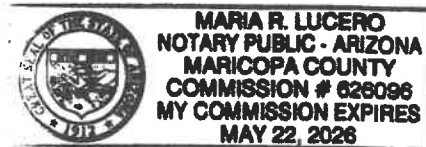
SURETY ACKNOWLEDGMENT:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 21st day of July, 2023, before me personally came Michael J. Mesenbrink, to me known to be the person described in and, who, being by me, did depose and say that he resides in Scottsdale, Arizona; that he is the Attorney-in-Fact of Western Surety Company, the corporation described in and which executed the attached instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name there by like order.


Maria R. Lucero, Notary Public

My commission expires: May 22, 2026



(Notary Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeanette C Griswold, Michael J Mesenbrink, Heather J Perrin, Jeri Lynn Thompson, Margie Wager, Individually

of Scottsdale, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2023.



WESTERN SURETY COMPANY

Paul T. Brufat

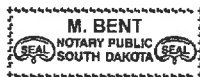
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of February, 2023, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of July, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-2-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

July 3, 2023

Type of Estimate: I.I.A. Procedure B Non Work Order with Financial Guaranty

Project Description:

Project ID #: 578088 Ray's Floor Tenant Addition

Requested By: Jeff Wooten

Approved Estimate Amount: \$ 245,852.00

Contingency Amount: 10.00% \$ 24,585.20

Subtotal: \$ 270,437.20

PO Box 1293

NMGRT: 7.625% \$ 20,620.84

Subtotal: \$ 291,058.04

Albuquerque

Engineering Fee: 6.60% \$ 19,209.83

New Mexico 87103

Testing Fee: 2.00% \$ 5,821.16

Subtotal: \$ 316,089.03

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 395,111.28

APPROVAL:



DATE:



Notes: Plans not yet approved.

**Engineers Bid Tab List
Ray's Flooring Tenant Addition
City Project Number 578088**

6	7	8		9	10	11	12
Item No.	Short Description	Estimated Unit Price	Unit	Estimated Quantity	Estimated Amount	As-Built Quantity	As-Built Amount
A. PAVING IMPROVEMENTS							
340.010	SIDEWALK, 4" PCC, CIP	\$58.67	SY	335	\$19,654.45		
340.025	W/C RAMP, 4" PCC	\$2,452.61	EA	4	\$9,810.44		
340.029	DETECT WARN SURFACE	\$35.45	SF	48	\$1,701.60		
343.080	CURB & GUT, PCC, R&D	\$8.63	LF	20	\$172.60		
343.085	SDWK, 4" PCC, R & D	\$111.73	SY	225	\$2,639.23		
	TOTAL				\$33,978.34		
B. UTILITY IMPROVEMENTS							
343.113	RES PVMT, R/R, W/M, W/ SUB	\$33.28	SY	950	\$31,616.00		
343.050	CONC PVMT >8", SAW, R&D	\$22.00	SY	25	\$550.00		
343.132	ARTERIAL PVMT, R/R	\$90.11	SY	72	\$6,487.92		
701.020	TRCH, BF, 4-15" SAS, 8-12'	\$35.13	LF	825	\$28,982.25		
701.030	TRCH, BF, 4-15" SAS, 12'-16'	\$57.35	LF	72	\$4,129.20		
801.002	6" WL, CIP	\$39.28	LF	25	\$982.00		
801.003	8" WL, CIP	\$52.37	LF	885	\$46,347.45		
801.055	REM & DISP EX 10" WATERLINE	\$7.33	LF	310	\$2,272.30		
801.065	DI FITTINGS, CIP	\$4.40	LB	1000	\$4,400.00		
801.078	TEE OR WYE, 4"-8"	\$816.70	EA	2	\$1,633.40		
801.081	6" GATE VLV, CIP INCL. BOX	\$1,371.53	EA	1	\$1,371.53		
801.082	8" GATE VLV, CIP, INCL. BOX	\$1,768.75	EA	2	\$3,537.50		
801.105	VALVE BOX A	\$761.31	EA	3	\$2,283.93		
801.113	FH, 4' BURY, CIP	\$3,920.58	EA	1	\$3,920.58		
801.121	FH, RECONNECT	\$505.69	EA	1	\$505.69		
801.150	MJ RESTRAINING GLAND, 4"-8", CIP	\$159.96	EA	10	\$1,599.60		
802.510	1.5" - 2" WATER METER BOX, CIP	\$1,026.81	EA	1	\$1,026.81		
802.650	2" WATER SERVICE, CIP	\$780.24	EA	1	\$780.24		
901.030	8" SAS PIPE	\$23.66	LF	900	\$21,294.00		
905.050	4" SAS SERVICE	\$1,466.87	EA	1	\$1,466.87		
920.080	MH, 4' DIA, C or E, <10'-14" DEEP	\$5,720.80	EA	4	\$22,883.20		
	TOTAL				\$188,070.47		
	TOTAL SECTIONS A - B				\$222,048.81		
C. MISCELLANEOUS							
4.010	CONSTRUCTION STAKING	1.43	%	1	\$3,175		
4.020	SURVEY	0.74	%	1	\$1,643		
6.050	MOBILIZATION	4.26	%	1	\$9,459		
19.010	TRAFF CONT & BARR	3.43	%	1	\$7,616		
30.020	NPDES PERMITTING	0.63	%	1	\$1,399		
201.060	EROSION CONTROL	0.23	%	1	\$511		
	SUBTOTAL				\$23,804		
	Total Cost (A - C)				\$245,852		
	+10% Contingency	10	%		\$27,043.69		
	+ NMGRT	7.75	%		\$291,396.61		
	Testing Fee	2	%		\$5,827.93		
	6% Engineering Fee	6.6	%		\$17,483.80		
	Total				\$314,708.34		
	+ Financial Guarantee Rate	x1.25			\$78,677.08		
	Grand Total				\$393,385.42		

Approved as basis of financial guaranty, July 3, 2023

[Handwritten Signature]

Current DRC Project Number: _____

FIGURE 12

Date Submitted: 01/16/2023

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DHO Project No.: PR-2022-007645

DHO Application No.: SD-2023-00053

INFRASTRUCTURE LIST

(Rev. 2-16-16)

EXHIBIT "A"

**TO SUBMISSION IMPROVEMENTS AGREEMENT
DEVELOPMENT HEARING OFFICER (DHO) REQUIRED INFRASTRUCTURE LIST**

Ray's Flooring Tenant Addition

PROPOSED NAME OF PLAT

**Lot 2, Tract S-1 of Atrisco Business Park Unit 2
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
		8"	Water Main	Along West Property Line	Existing 16" RCCP Main in Los Volcanes	NW Corner of Prop. Lot 2-C	/	/
		8"	Sanitary Sewer Main	Along West Property Line	Existing 8" VCP SAS Main in Los Volcanes	NW Corner of Prop. Lot 2-C	/	/
		6' Wide	Concrete sidewalk along Los Volcanes Frontage of Lot 2-A	Along Los Volcanes Frontage (+/- 500 LF)	Southwest Property Corner	Southeast Property Corner	/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/

Note: The 8" Sanitary Sewer Main shall include the required Manholes per DPM

Note: The 8" Water Main shall include new Fire Hydrants and new Water Services as required by the DPM

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector	City Cnst Engineer
							/	/
							/	/

Approval of Creditable Items:	Date
Impact Fee Administrator Signature	Date
City User Dept. Signature	Date

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
Street lights per City requirements.

- 1 _____
- 2 _____
- 3 _____

AGENT / OWNER **DEVELOPMENT FACILITATION TEAM MEMBER APPROVALS**

Ryan J. Mulhall
NAME (print) _____

CSI - Cartesian Surveys, Inc.
FIRM _____

Ryan Mulhall
SIGNATURE - date 5/15/23

July Rademacher May 25, 2023 PLANNING - date
Ernest Amijo May 25, 2023 TRANSPORTATION DEVELOPMENT - date
Diego May 30, 2023 UTILITY DEVELOPMENT - date
Shelab Biggs May 25, 2023 CITY ENGINEER - date

Wally Bluh May 25, 2023 PARKS & RECREATION - date
JH Plan May 30, 2023 AMAFCA - date
Regina Chen May 25, 2023 CODE ENFORCEMENT - date
HYDROLOGY - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER