



PLAN SNAPSHOT REPORT MJRFNL_PLT-2025-00003 FOR CITY OF ALBUQUERQUE

Plan Type: Major Final Plat **Project:** PR-2024-009947 (PR-2024-009947) **App Date:** 11/24/2025
Work Class: Major Final Plat **District:** City of Albuquerque **Exp Date:** NOT AVAILABLE
Status: Fees Due **Square Feet:** 0.00 **Completed:** NOT COMPLETED
Valuation: \$0.00 **Assigned To:** **Approval**
Description: Submitting For Final Plat for Lots 2-B-2, 2-B-3, 2-B-4, 2-B-5 and 2-B-6 American Square **Expire Date:**

Parcel: 101605949630810915	Main	Address: 3535 Menaul Blvd Ne Albuquerque, NM	Zone:
		3535 Menaul Blvd Ne Albuquerque, NM 87107	Main

Agent KELLY KLEIN 7500 JEFFERSON ST NE CY2 ABQ, NM 87109 Business: (505) 823-1000	Applicant KELLY KLEIN 7500 JEFFERSON ST NE CY2 ABQ, NM 87109 Business: (505) 823-1000	Owner/Developer Aim Management Corporatio 9751 Carmel Ave NE ALBUQUERQUE, NM 87122 Business: (505) 259-0991 Mobile: (505) 259-0991	Owner/Developer John Sedberry Home: (505) 331-2088 Business: (505) 331-2088 Mobile: (505) 331-2088
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Surveying Firm
CARTESIAN SURVEYS
AMBER PALMER
661 Quantum Rd NE Ste 11
Rio Rancho, NM 87174
Business: (505) 896-3050

Plan Custom Fields

Existing Project NumberPR-2024-009947	Existing Zoning	MX-M - Mixed-Use - Medium Intensity	Number of Existing Lots1
Number of Proposed Lots6	Total Area of Site in Acres9.8		Site Address/Street3535 Menaul Blvd NE
Site Location Located Between StreetsCarlisle and Menaul	Case History	SI-2024-009947 Major_Plt-2025-00007	Number of Intersections2
Do you request an interpreter for the hearing?No	Lot and/or Tract Number2B		Block Number0000
Subdivision Name and/or Unit NumberAMERICAN SQUARE	Legal Description	LT 2-B PLAT FOR LOTS 2-A & 2-B AMERICAN SQUARE (BEINGCOMPRISED OF LOT 2 AMERICAN SQUARE) CONT 9.8252 AC	Existing Zone DistrictMX-M
Zone Atlas Page(s)H-16	Acreage	9.8252	Calculated Acreage9.82535
Council District7	Community Planning Area(s)Mid Heights		Development Area(s)Change
Current Land Use(s)03 Commercial Retail	Corridor Type	Major Transit (MT) Area	Center TypeActivity
Pre-IDO Zoning District C-2	Pre-IDO Zoning Description		Major Street Functional Classification2 - urban principal arterial , 2 - urban principal arterial , 3 - urban minor arterial, 2 - urban principal arterial , 3 - urban minor arterial
FEMA Flood ZoneX	Total Number of Dwelling Units0		Total Gross Square Footage0
Total Gross Square Footage40	Total Gross Square Footage20		Total Gross Square Footage30

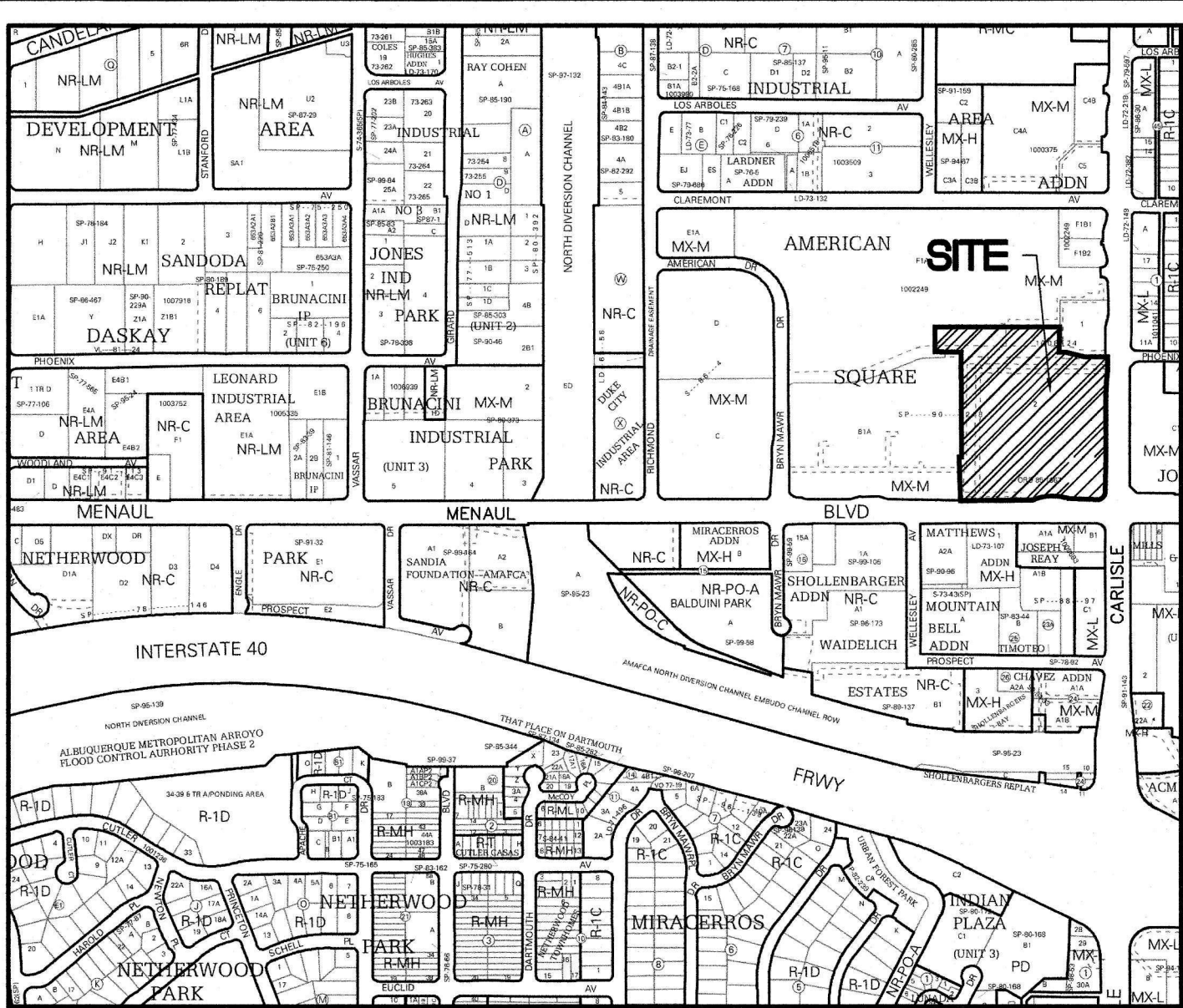
PLAN SNAPSHOT REPORT (MJRFNL_PLT-2025-00003)

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_KELLY_KLEIN_11/24/2025.jp g	11/24/2025 11:47	KLEIN, KELLY		Uploaded via CSS

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00062155	Published Notice Fee - Legal Ad	\$75.00	\$0.00
	Technology Fee	\$8.75	\$0.00
	Major Final Plat Fee	\$50.00	\$0.00
	Total for Invoice INV-00062155	\$133.75	\$0.00
NOT INVOICED	Technology Fee	\$0.00	\$0.00
	Total for Invoice NOT INVOICED	\$0.00	\$0.00
Grand Total for Plan		\$133.75	\$0.00

Hearing Type	Location	Scheduled Date	Status	Subject
DHO Hearing v.1	Zoom	12/03/2025	Scheduled	Major Final Plat

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Screening v.1		11/25/2025 15:43	11/25/2025 15:52
Associate Project Number v.1	Generic Action		11/25/2025 15:44
Screen for Completeness v.1	Generic Action		11/25/2025 15:46
Verify Payment v.1	Generic Action		11/25/2025 15:52
Application Review v.1		11/25/2025 15:53	
DHO Hearing v.1	Hold Hearing	11/25/2025 15:53	11/25/2025 15:53
Final Plat Review v.1	Receive Submittal		
DFT Comments Submittal v.1	Generic Action		
Notice of Decision v.1			
Upload Notice of Decision v.1	Generic Action		
Confirm AGIS Approval and Upload v.1	Generic Action		
Conditions of Approval v.1			
Add in Conditions of Approval v.1	Generic Action		
Signature v.1			
Confirm Conditions Satisfied v.1	Generic Action		
Confirm Latest Infrastructure List Uploaded v.1	Generic Action		
Confirm Latest PLAT Uploaded v.1	Generic Action		
Confirm Recorded IIA Uploaded v.1	Generic Action		
Signature Review for Plats v.1	Receive Submittal		
Change Plan Approval Expiration Date v.1	Generic Action		
Confirm Recorded Plat is Uploaded v.1	Generic Action		



Vicinity Map - Zone Atlas H-16-Z

Documents

- 1. TITLE COMMITMENT FOR LOT 2-A PROVIDED BY STEWART TITLE, HAVING FILE NO. 916238 AND AN EFFECTIVE DATE OF OCTOBER 22, 2020.
- 2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 10, 2019, IN BOOK 2019C, PAGE 124.
- 3. SPECIAL WARRANTY DEED FOR LOT 2, AMERICAN SQUARE, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JANUARY 11, 2019, AS DOCUMENT NO. 2019002471.

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.

Free Consent & 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.

JEFFREY JESIONOWSKI, ORGANIZER
VISTA ORIENTE, LTD. CO.
STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON October 23, 2025
BY: JEFFREY JESIONOWSKI, ORGANIZER, VISTA ORIENTE, LTD. CO. (OWNER LOT 2-B)

By: Kimberly Diane Legan
NOTARY PUBLIC
MY COMMISSION EXPIRES August 30, 2026
STATE OF NEW MEXICO
NOTARY PUBLIC
Kimberly Diane Legan
Commission No. 1138659
August 30, 2026

Indexing Information

Section 10, Township 10 North, Range 3 East, N.M.P.M.
Subdivision: American Square
Owner: Vista Oriente Ltd. Co.
UPC #:101605949630810915

Purpose of Plat

- 1. SUBDIVIDE AS SHOWN HEREON.
- 2. VACATE EASEMENTS AS SHOWN HEREON.
- 3. GRANT EASEMENTS AS SHOWN HEREON.
- 4. DEDICATE RIGHT OF WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 10.2216 ACRES
ZONE ATLAS PAGE NO. H-16-Z
NUMBER OF EXISTING LOTS. 1
NUMBER OF LOTS CREATED. 6
MILES OF FULL-WIDTH STREETS. 0.0000 MILES
MILES OF HALF-WIDTH STREETS. 0.0000 MILES
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 0.1950 ACRES
DATE OF SURVEY. SEPTEMBER 2024

Notes

- 1. FIELD SURVEY PERFORMED IN AUGUST AND SEPTEMBER 2024.
- 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. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION EXACTLY, AS SHOWN ON THE PLAT OF RECORD. (12/10/2019, 2019C-124)
- 5. THIS PRELIMINARY / FINAL PLAT WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER FOR THE CITY OF ALBUQUERQUE AT A PUBLIC HEARING HELD ON JUNE 25, 2025.

Legal Description

LOT NUMBERED TWO-B (2-B) OF AMERICAN SQUARE, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "PLAT FOR LOTS 2-A AND 2-B, AMERICAN SQUARE, BEING COMPRISED OF LOT 2, AMERICAN SQUARE, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON DECEMBER 10, 2019, IN BOOK 2019C, PAGE 124.

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. 35001C0351H, DATED AUGUST 16, 2012.

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
PAID ON UPC # 101605949630810915

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

Final Plat for
Lots 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6
American Square
Being Comprised of
Lot 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
August 2025

Project Number: PR-2024-009947

Application Number: MAJOR PLT-2025-00007
MAJOR PRELIMINARY PLAT

Plat Approvals:

Cynthia Spring 9/16/2025
PNE Electric Services
Thomas Medafin 10/24/2025
Qwest Corp. d/b/a CenturyLink QC
Brandon Kauffman 10/28/2025
New Mexico Gas Company
Todd Schunelle 10/24/2025
Comcast

City Approvals:

Loren N. Risenhoover P.S. 8/27/2025
City Surveyor

Traffic Engineering, Transportation Division

ABCWJA

Parks and Recreation Department
Kana Radius 10/24/2025
AMAFCA

Hydrology

Code Enforcement

Planning Department

City Engineer

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 8/28/25
BRIAN J. MARTINEZ
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



Note: This sheet shows pre plat conditions, vacated and existing easements

**Final Plat for
Lots 2-B-1, 2-B-2, 2-B-3,
2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lot 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
November 2025**

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
●PK	FOUND PK NAIL
●PK2	FOUND PK NAIL WITH TAG "LS 11993"
●RWC	FOUND REBAR WITH CAP "LS 11993"
●RWC2	FOUND REBAR WITH CAP "LS 8478"
●X	FOUND CHISELED "X"
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

ACS Monument "I_40_12"
NAD 1983 CENTRAL ZONE
X=1532017.843*
Y=1495236.843*
Z=5117.289* (NAVD 1988)
G-G=0.999672575
Mapping Angle=-0°12'30.45"
*U.S. SURVEY FEET

Lot 2-B
427,987 Sq. Ft.
9.8252 Acres
6 7 8
26 27 30

Carlisle Boulevard NE
(106' R/W)

Menaul Boulevard NE
(100' R/W)

Detail "A"
n.t.s.

ACS Monument "10_H_17"
NAD 1983 CENTRAL ZONE
X=1535835.595*
Y=1495224.388*
Z=5166.734* (NAVD 1988)
G-G=0.999669275
Mapping Angle=-0°12'04.02"
*U.S. SURVEY FEET

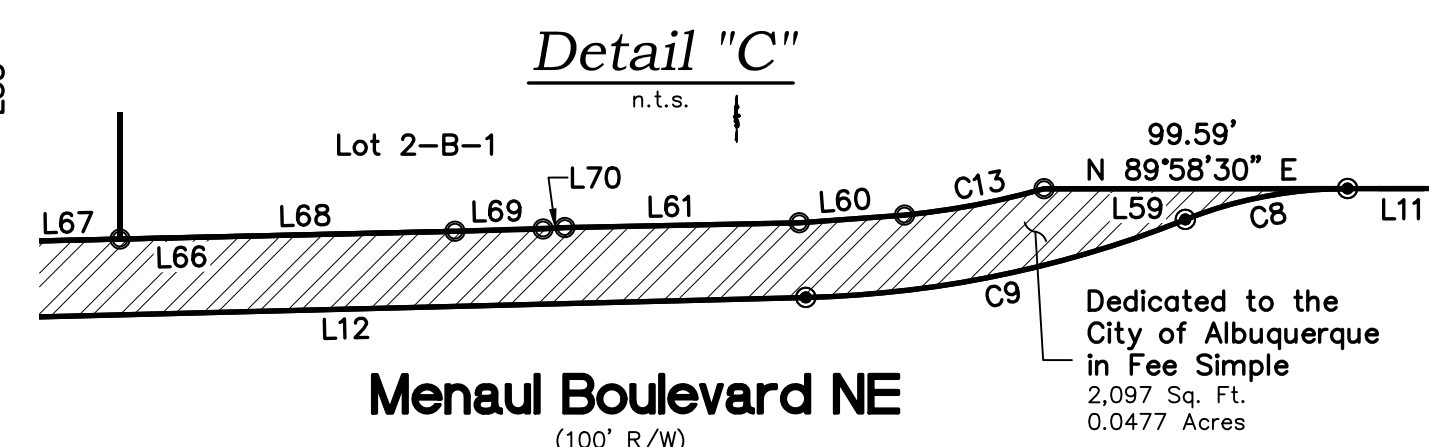
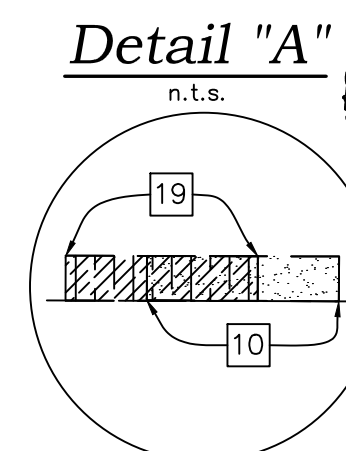
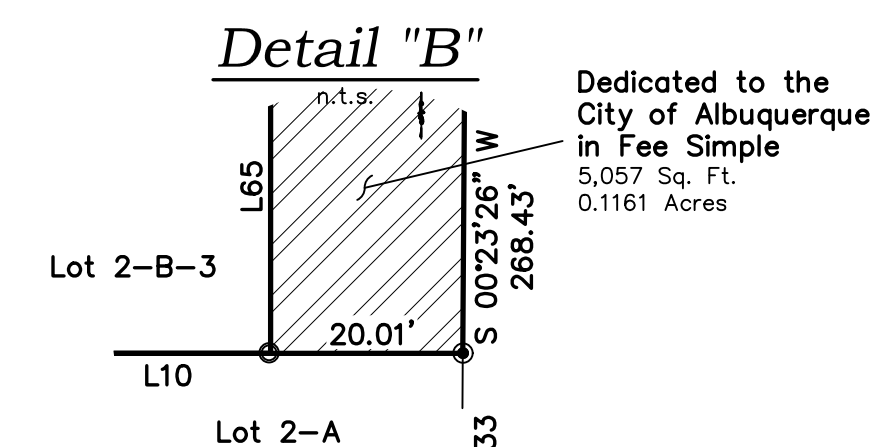
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Sheet 2 of 5
190291

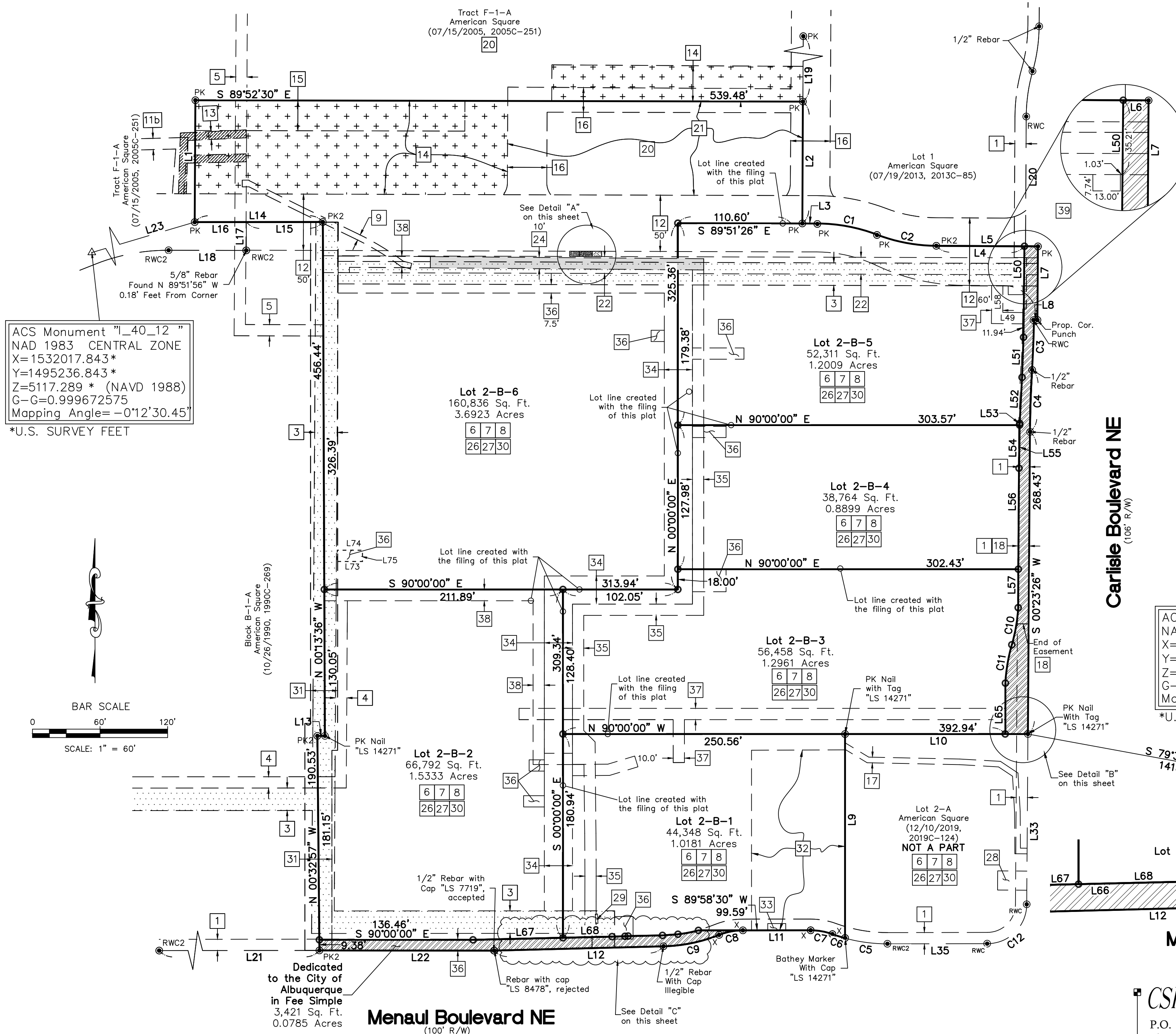
*Final Plat for
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Being Comprised of
Lot 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
November 2025*

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
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●PK2	FOUND PK NAIL WITH TAG "LS 11993"
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Sheet 3 of 5
190291

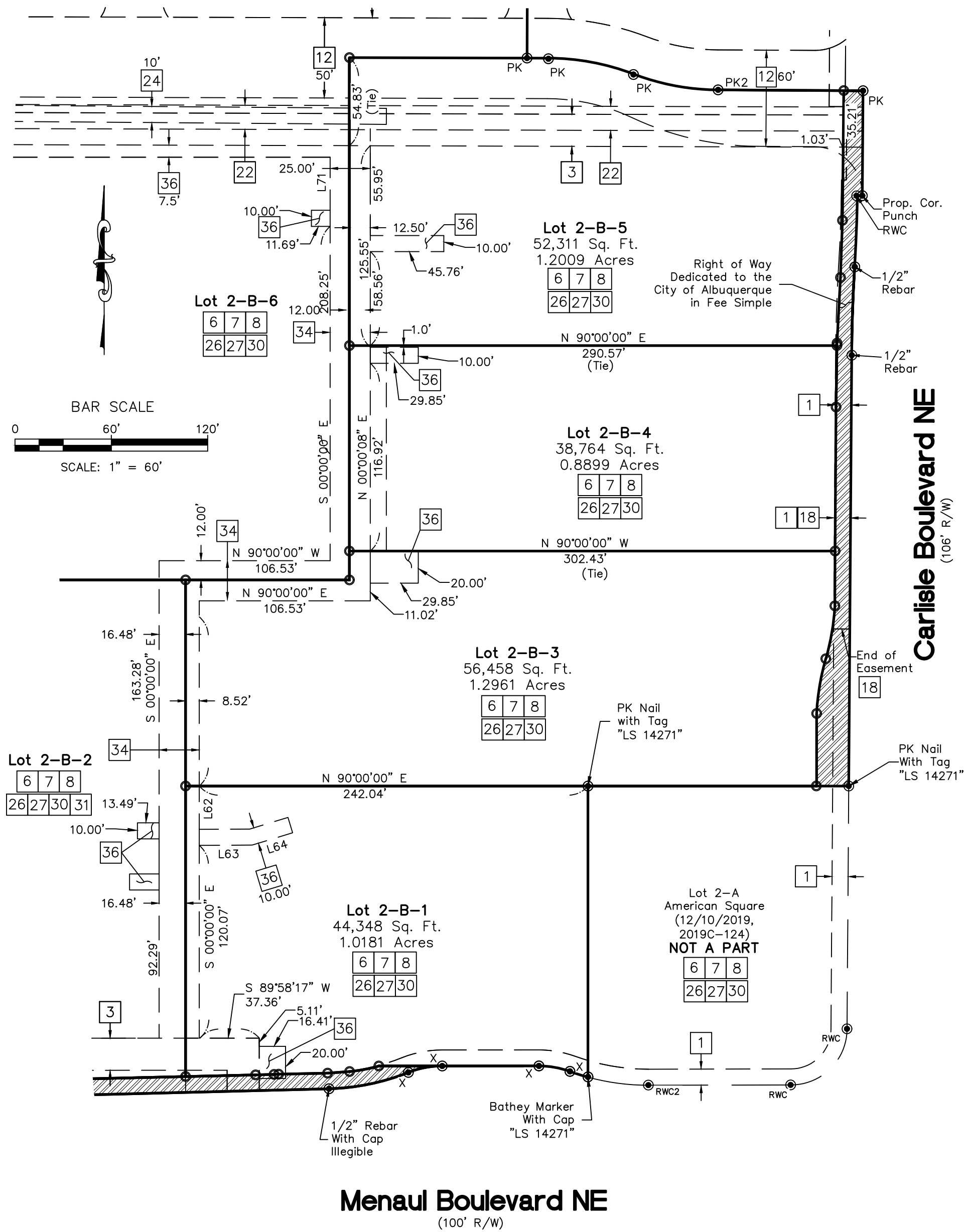


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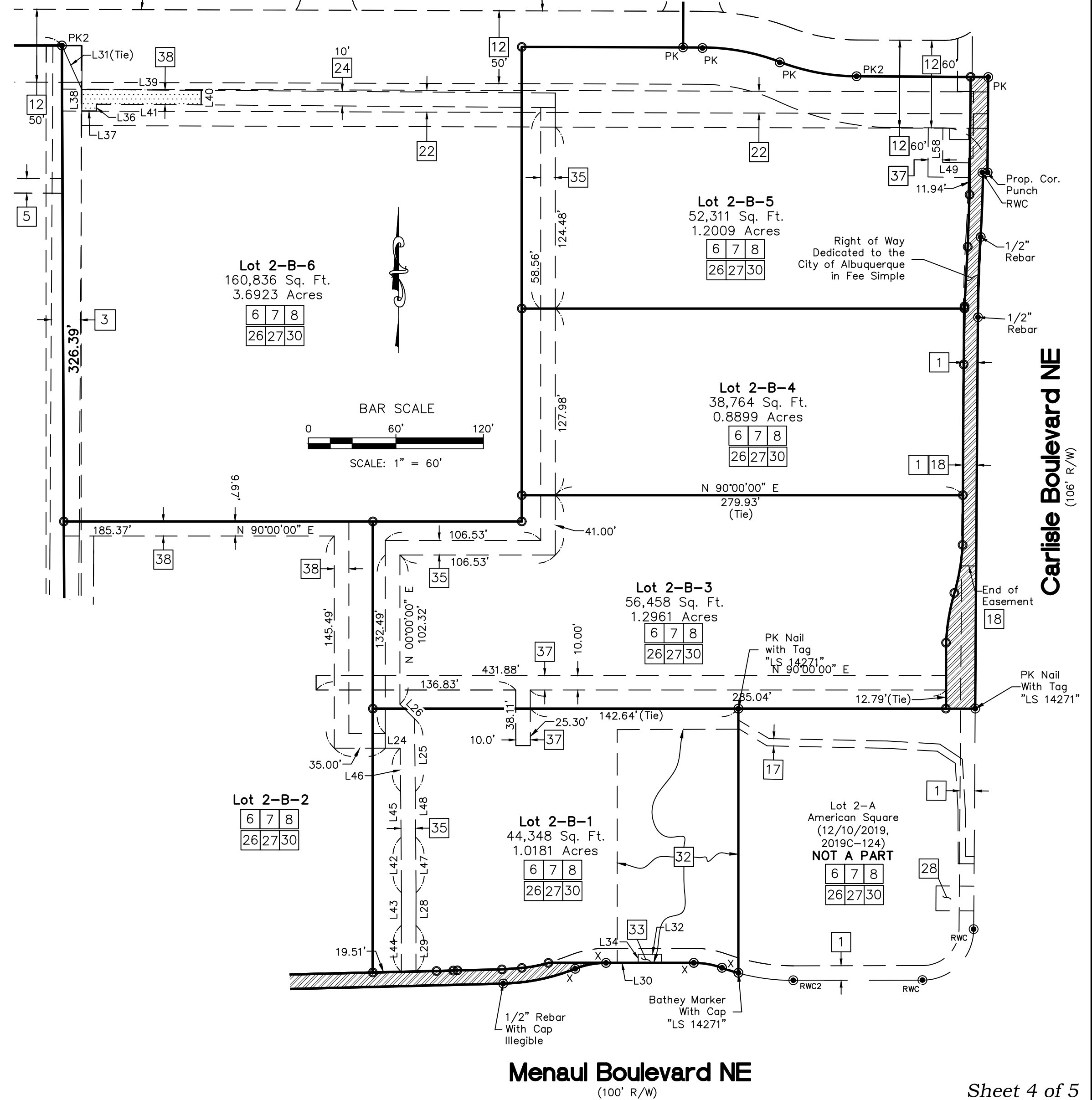
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●	FOUND MONUMENT AS INDICATED
●PK	FOUND PK NAIL
●PK2	FOUND PK NAIL WITH TAG "LS 11993"
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2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lot 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
November 2025**

Detail for Easement 34 & 36



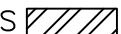
Detail for Easement 33 35 37 & 38





Easement Notes

- 7

EXISTING 10’ P.U.E. (3/25/1988, C36–33)
- 2

EXISTING 20’ P.U.E. (4/12/1968, BK. MISC. 100, PG. 103, DOC. NO. 89532) VACATED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS 
- 3

EXISTING 20’ WATER LINE EASEMENT (3/25/1988, C36–33) SHOWN HEREON AS 
- 4

EXISTING 10’ POWER AND COMMUNICATIONS EASEMENT (3/25/1988, C36–33) PORTION VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 5


REMAINING PORTION OF EXISTING 10’ P.U.E. (4/15/1968, D3–196)
- 6


EXISTING NON–EXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE, OPERATION AND SERVICING OF ANY COMMON AREA IMPROVEMENTS, BLANKET IN NATURE OVER ALL OF LOTS 2–A AND 2–B (9/30/2020, DOC. NO. 2020095520) CONVEYED TO LOTS 2–B–1, 2–B–2, 2–B–3, 2–B–4, 2–B–5 & 2–B–6 WITH THE FILING OF THIS PLAT
- 7

EXISTING TEMPORARY NON–EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM CONSTRUCTION SITE(S) (9/30/2020, DOC. NO. 2020095520)
- 8

EXISTING NON–EXCLUSIVE EASEMENT FOR PLACEMENT, REPAIR, REPLACEMENT, OR EXTENSION OF ELECTRIC, GAS, CABLE, WATER, AND SANITARY SEWER, STORM AND SURFACE WATER DRAINAGE AND DETENTION FACILITIES, BLANKET IN NATURE OVER LOTS 2–A AND 2–B, EXCLUDING NON–BUILDABLE AREAS (9/30/2020, DOC. NO. 2020095520) CONVEYED TO LOTS 2–B–1, 2–B–2, 2–B–3, 2–B–4, 2–B–5 & 2–B–6 WITH THE FILING OF THIS PLAT
- 9


EXISTING 5’ MST&T RIGHT OF WAY EASEMENT (5/4/1987, BK. MISC. 482–A, PG. 589, DOC. NO. 8745989)
- 10


EXISTING 20’ X 4.71’ PUBLIC PERMANENT UNDERGROUND EASEMENT FOR WATER LINE (1/20/1994, BK. 94–2, PG. 9979, DOC. NO. 94008921) SHOWN HEREON AS  SEE DETAIL “A”, ON SHEETS 2 & 3 OF 5
- 11a

EXISTING U.S. WEST COMMUNICATIONS AND PNM UNDERGROUND EASEMENT (1/6/1994, BK. 94–1, PG. 4556, DOC. NO. 94002199) VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 11b

EXISTING 10’ U.S. WEST COMMUNICATIONS AND PNM UNDERGROUND EASEMENT (1/6/1994, BK. 94–1, PG. 4556, DOC. NO. 94002199)
- 12

EXISTING PRIVATE DRAINAGE, ACCESS, PUBLIC WATER, POWER COMMUNICATIONS AND GAS LINE EASEMENT, BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS A, B, E AND F (3/25/1988, C36–33)
- 13

EXISTING 7’ POWER AND COMMUNICATIONS EASEMENT (3/25/1988, C36–33) SHOWN HEREON AS 
- 14

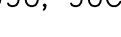
EXISTING PERMANENT JOINT USE AREA, BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AND TRACT F–1–A (7/14/1993, BK. 9318, PG. 8728, DOC. NO. 93075439) SHOWN HEREON AS 
- 15


EXISTING 27’ X 278’ SETBACK COVENANT (NO PERMANENT STRUCTURES) (6/15/1990, BK. 90–10, PG. 1901–1904, DOC. NO. 9046436) (6/22/1990, BK. 90–10, PG. 5663–5669, DOC. NO. 9048256)
- 16

EXISTING PERMANENT DRIVE AISLES USED FOR JOINT USE AREAS (6/15/1990, BK. 90–10, PG. 1883, DOC. NO. 9046435)
- 17

EXISTING 5’ SANITARY SEWER EASEMENT (9/2/2020, DOC. NO. 2020084932)
- 18


EXISTING 10’ POWER & COMMUNICATIONS EASEMENT (3/19/1990, 90C–80)
- 19



EXISTING 20’ X 4.71’ PUBLIC WATERLINE EASEMENT (3/19/1990, 90C–80) SHOWN HEREON AS  SEE DETAIL “A”, ON SHEETS 2 & 3 OF 5
- 20

EXISTING NON–EXCLUSIVE INGRESS/EGRESS EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER DRIVE AREAS BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AND TRACT F–1–A (6/15/1990, BK. 90–10, PG. 1883, DOC NO. 9046435) AFFECTS THAT AREA WITHIN LOT 2–B, NORTH OF ROADWAY EASEMENT 
- 21

EXISTING JOINT USE AREA BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AND TRACT F–1–A (7/14/1993, BK. 93–18, PG. 8728–8738, DOC. NO. 93075439)
- 22

EXISTING 15’ MST&T EASEMENT (3/25/1988, C36–33)
- 23


EXISTING 10’ P.U.E. (12/10/2019, 2019C–124) PORTIONS VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 24


EXISTING P.U.E. (12/10/2019, 2019C–124) PORTION VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS  PORTION TO REMAIN SHOWN HEREON AS 
- 25

EXISTING 10’ TELEPHONE AND COMCAST EASEMENT (12/10/2019, 2019C–124) VACATED WITH THE FILING OF THIS PLAT

Easement Notes, Continued

- 26

EXISTING CROSS PRIVATE CROSS LOT ACCESS AND PARKING EASEMENT OVER THAT PORTION SOUTH OF EASEMENT  FOR LOT 2–A AND ALL OF LOT 2–B WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS, BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 2–A AND 2–B (12/10/2019, 2019C–124) CONVEYED TO LOTS 2–B–1, 2–B–2, 2–B–3, 2–B–4, 2–B–5 & 2–B–6 WITH THE FILING OF THIS PLAT
- 27

EXISTING CROSS DRAINAGE EASEMENT OVER THAT PORTION SOUTH OF EASEMENT  FOR LOT 2–A AND ALL OF LOT 2–B WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS, BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 2–A AND 2–B (9/30/2020, DOC. NO. 2020095520) AND AS SHOWN ON PLAT (12/10/2019, 2019C–124) CONVEYED TO LOTS 2–B–1, 2–B–2, 2–B–3, 2–B–4, 2–B–5 & 2–B–6 WITH THE FILING OF THIS PLAT
- 28

EXISTING PNM EASEMENT (6/25/2020, DOC. NO. 2020057146)
- 29

EXISTING MONUMENT SIGN EASEMENT (9/30/2020, DOC. NO. 2020095520)
- 30

EXISTING PERPETUAL, NON–EXCLUSIVE EASEMENT INGRESS/EGRESS ACCESS FOR ALL ACCESS POINTS, DRIVEWAYS, VEHICULAR TRAFFIC, PARKING AREAS, PEDESTRIAN TRAFFIC EASEMENT, BLANKET IN NATURE OVER ALL OF LOTS 2–A AND 2–B, WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS (9/30/2020, DOC. NO. 2020095520) AND AS SHOWN ON PLAT (12/10/2019, 2019C–124) FURTHER DEFINED FOR LOTS 2–B–1, 2–B–2, 2–B–3 2–B–4, 2–B–5 & 2–B–6 WITH THE FILING OF THIS PLAT
- 31

EXISTING SHARED ROADWAY ACCESS EASEMENT (___/___/20___, DOC. NO. _____)
- 32

EXISTING PERPETUAL, NON–EXCLUSIVE EASEMENT FOR PARKING BENEFITING LOT 2–A (9/30/2020, DOC. NO. 2020095520)
- 33

6’ X 16’ EASEMENT FOR BUS SHELTER, GRANTED WITH THE FILING OF THIS PLAT SEE DETAIL ON SHEET 4 OF 5
- 34

25’ PUBLIC WATER AND PUBLIC SEWER EASEMENT GRANTED TO ABCWUA, WITH THE FILING OF THIS PLAT, SEE DETAIL ON SHEET 4 OF 5
- 35

10’ JOINT DRY UTILITY TRENCH EASEMENT, GRANTED WITH THE FILING OF THIS PLAT, SEE DETAIL ON SHEET 4 OF 5
- 36

PUBLIC WATER EASEMENT, GRANTED TO ABCWUA WITH THE FILING OF THIS PLAT SEE DETAIL ON SHEET 4 OF 5
- 37

10’ PUBLIC GAS EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
- 38

10’ PUBLIC UTILITY EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
- 39

7.74’ X 13’ MONUMENT SIGN EASEMENT FOR THE BENEFIT OF LOTS 2–B–5, 2–B–4 AND 2–B–3 AND 2–B–6 TO BE MAINTAINED BY THE OWNERS OF LOT 2–B–6, GRANTED WITH THE FILING OF THIS PLAT

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.

Line Table		
Line #	Direction	Length (ft)
L1	N 00°19'02" E	108.23'
L2	S 00°14'41" W	108.26'
L3	S 89°50'09" E	13.12'
L4	S 89°40'18" E	78.24'
L5	S 89°40'18" E	90.23'
L6	S 89°40'18" E	11.99'
L7	S 00°23'36" W	65.39'
L8	S 89°11'01" W	3.04'
L9	S 00°00'00" E	181.32'
L10	N 90°00'00" W	162.39'
L11	S 89°58'30" W	60.17'
L12	S 88°33'07" W	150.68'
L13	N 89°46'42" E	6.67'
L14	S 89°56'53" W	113.79'
L15	S 89°56'53" W	67.97'
L16	S 89°56'53" W	45.81'
L17	S 00°03'07" E	25.18'
L18	N 89°51'56" W	69.08'
L19	N 00°19'28" E	116.01'
L20	N 00°19'15" E	115.30'
L21	S 89°56'44" W	301.86'
L22	N 89°56'27" W	154.89'
L23	S 67°28'45" W	1822.85'
L24	N 90°00'00" W	10.19'
L25	N 00°28'47" W	49.76'
L26	N 45°00'00" W	14.26'
L28	N 00°11'07" E	22.49'
L29	S 00°00'00" E	31.54'
L30	S 89°58'30" W	22.20'
L31	N 24°20'46" W	33.15'
L32	S 89°58'30" W	16.00'
L33	S 00°23'26" W	151.43'
L34	N 00°01'30" W	6.00'
L35	S 89°53'26" W	88.51'
L36	S 00°20'57" W	4.71'
L37	N 89°39'03" W	10.00'
L38	S 00°20'57" W	14.71'
L39	S 89°39'35" E	81.84'
L40	N 00°20'25" E	10.01'
L41	N 89°39'03" W	71.84'
L42	N 00°20'55" W	37.98'
L43	N 00°11'07" E	22.46'
L44	S 00°00'00" E	31.79'
L45	N 00°35'37" W	31.38'
L46	N 00°36'05" W	29.78'
L47	S 00°20'55" E	38.05'
L48	N 00°35'37" W	31.40'
L49	S 89°26'45" E	28.61'
L50	S 00°33'15" W	80.81'
L51	S 02°04'56" W	35.63'
L52	S 02°59'54" W	40.91'
L53	S 00°51'32" W	1.56'
L54	S 00°51'32" W	38.29'
L55	S 00°51'32" W	39.85'
L56	S 00°21'47" W	89.70'

Final Plat for
Lots 2-B-1, 2-B-2, 2-B-3,
2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lot 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
November 2025

Line Table		
Line #	Direction	Length (ft)
L57	S 00°18'09" W	34.13'
L58	N 00°19'42" E	33.76'
L59	N 89°58'30" E	39.42'
L60	N 85°48'15" E	13.75'
L61	N 88°48'53" E	30.51'
L62	S 00°00'00" E	26.95'
L63	N 89°39'37" E	32.96'
L64	N 73°05'33" E	26.34'
L65	S 00°00'10" E	44.76'
L66	N 88°39'23" E	123.48'
L67	N 88°39'23" E	79.87'
L68	N 88°39'23" E	43.61'
L69	N 88°34'43" E	11.50'
L70	N 86°23'49" E	2.83'
L71	N 00°00'00" E	33.06'
L72	S 00°20'57" W	26.04'
L73	S 88°54'40" E	22.29'
L74	N 88°54'40" W	22.42'
L75	N 01°05'20" E	10.00'

*L27 INTENTIONALLY OMITTED

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	54.35'	150.00'	20°45'37"	54.05'	S 79°27'21" E
C2	53.92'	150.00'	20°35'45"	53.63'	S 79°22'26" E
C3	44.29'	999.63'	2°32'19"	44.29'	S 02°13'43" W
C4	55.07'	1007.00'	3°08'00"	55.06'	S 01°55'52" W
C5	38.36'	143.00'	15°22'13"	38.25'	N 82°25'27" W
C6	11.73'	143.00'	4°42'00"	11.73'	N 72°23'23" W
C7	19.88'	57.00'	19°59'07"	19.78'	N 80°01'56" W
C8	21.60'	57.00'	21°42'42"	21.47'	S 79°07'09" W
C9	50.64'	143.00'	20°17'19"	50.37'	S 78°24'28" W
C10	33.51'	150.00'	12°47'55"	33.44'	N 09°42'18" E
C11	35.10'	150.00'	13°24'30"	35.02'	S 09°24'01" W
C12	54.67'	35.00'	89°30'00"	49.28'	N 45°08'26" E
C13	18.51'	104.40'	10°09'37"	18.49'	N 79°19'11" E



CSI-CARTESIAN SURVEYS INC.

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

Legal/Request Descriptions & Location: Lot 2-A American Square - Section 10, Township 10 N, R3 E NMPM

❑ **Hydrology:**

- | | | | | | |
|-------------------------------------|-------|----------|----------|-------|----|
| • Sensitive Lands Analysis (5-2(C)) | _____ | Approved | _____ | X | NA |
| • Grading and Drainage Plan | _____ | X | Approved | _____ | NA |
| • AMAFCA | _____ | Approved | _____ | X | NA |
| • Bernalillo County | _____ | Approved | _____ | X | NA |
| • NMDOT | _____ | Approved | _____ | X | NA |
| • MRGCD | _____ | Approved | _____ | X | NA |

10/17/2024
Date

• Traffic Circulations Layout (TCL)	_____ Approved	<u> X </u>	NA	In progress
• Traffic Impact Study (TIS)	_____ Approved	<u> X </u>	NA	
• Neighborhood Impact Analysis (NIA)	_____ Approved	<u> X </u>	NA	
• Bernalillo County	_____ Approved	<u> X </u>	NA	
• NMDOT	_____ Approved	<u> X </u>	NA	

5/15/2025
Date

- Availability Statement: x Approved NA
- Development Agreement: Approved x NA
- If None Explain: _____

1/21/2025
Date

- | | | | |
|-----------------|-------|-----|----------|
| • Owner(s) | _____ | Yes | |
| • City Surveyor | _____ | Yes | |
| • AMAFCA*** | _____ | Yes | _____ NA |
| • NM Gas*** | _____ | Yes | |
| • PNM *** | _____ | Yes | |
| • COMCAST*** | _____ | Yes | |
| • MRGCD*** | _____ | Yes | NA |

*** Signatures required for **Preliminary/Final Plat** and **Final Plat** applications and not required for **Preliminary Plat** application

July 09, 2024

City of Albuquerque
Planning Department
600 2nd Street
Albuquerque NM 87102

RE: Agent Authorization for Lot2-B American Square (aka Carlisle and Menaul Development)

To Whom It May Concern,

I, Jeffrey Jesionowski, Managing Member of Vista Oriente, Ltd. Co. give authorization to Bohannon Huston Inc. to act as our agent in submitting to the City of Albuquerque all matters associated with platting and construction plans for the above referenced project. In advance, we thank you for your help and cooperation. Please feel free to call me at (505) 259-0991 with any questions or concerns.

Sincerely,

Vista Oriente, Ltd. Co.

A handwritten signature in blue ink, appearing to be 'Jeffrey Jesionowski', is written over a circular blue stamp or seal. The signature is fluid and cursive.

Jeffrey Jesionowski
Managing Member

November 24, 2025

DHO
Planning Department
415 Silver Ave SW
Albuquerque, NM 87102

Re: Submittal for Final Plat, Justification Letter - PR-2024-009947
Final Plat for Lots 2-B-1, 2-B-2, 2-B-3, 2-B-4, 2-B-5, 2-B-6 American Square

Dear DHO,

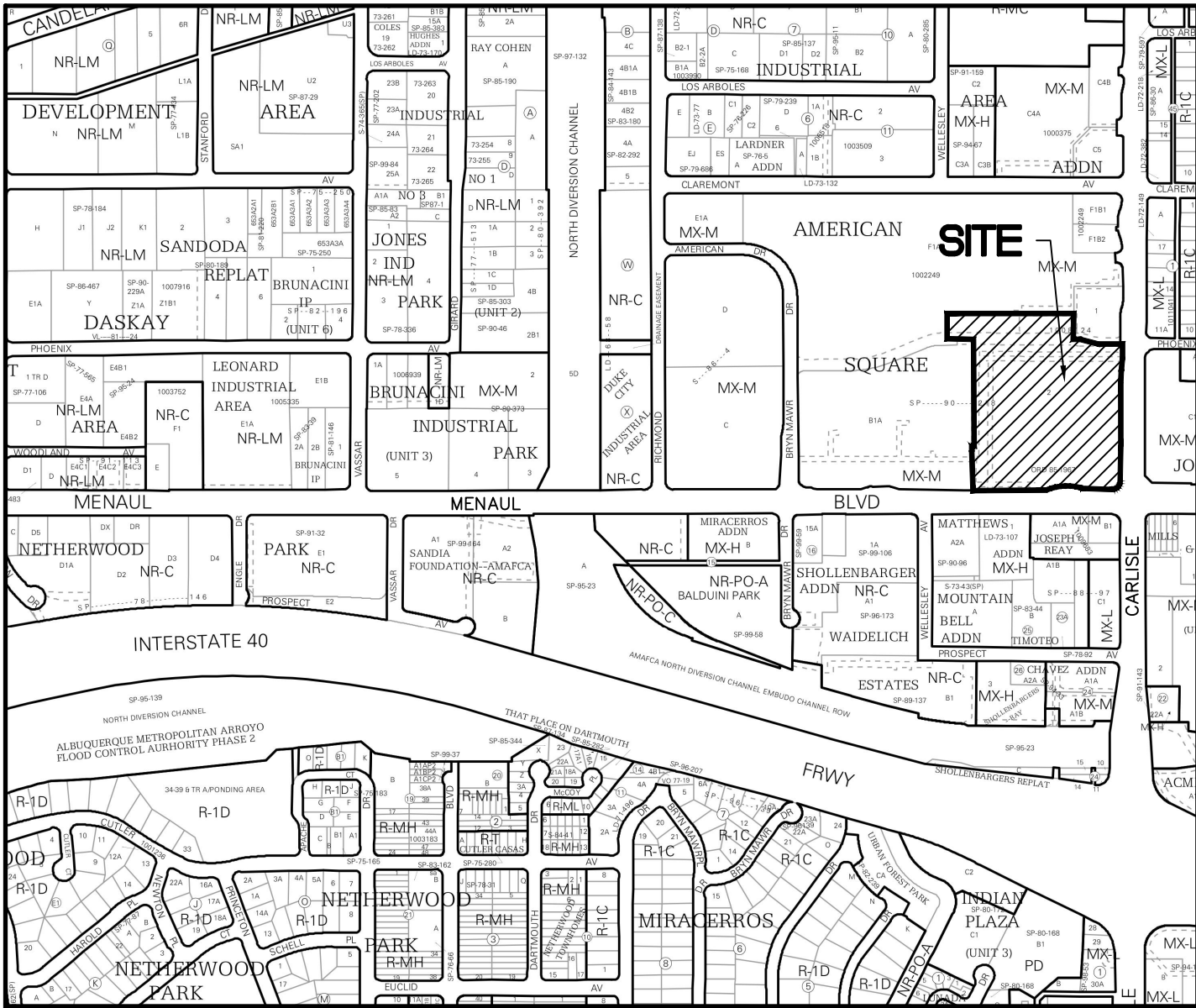
Bohannon Huston Inc. is submitting Final Plat to be heard on December 3, 2025, for the above-mentioned site. The purpose of the Final plat is to subdivide Lot 2-B of American Square into 6 separate lots. The individual lots will not be developed at this time, however, this project will provide "backbone infrastructure" (water, fire, sewer, dry utilities and an asphalt drive access aisle) for the future lots as shown on the plat. The site contains existing dry utilities, and existing public water lines running through the site, but, in order to provide services to the new lots, the site will require new utility easements as well as vacation of existing easement(s) as shown on the attached Plat.

There are no perimeter walls being constructed with this Plat.

Sincerely,



Kelly Klein, PE
Project Manager
Community Development and Planning



Vicinity Map - Zone Atlas H-16-Z



Documents

- 1. TITLE COMMITMENT FOR LOT 2-A PROVIDED BY STEWART TITLE, HAVING FILE NO. 916238 AND AN EFFECTIVE DATE OF OCTOBER 22, 2020.
- 2. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 10, 2019, IN BOOK 2019C, PAGE 124.
- 3. SPECIAL WARRANTY DEED FOR LOT 2, AMERICAN SQUARE, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JANUARY 11, 2019, AS DOCUMENT NO. 2019002471.

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.

Free Consent & 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.

JEFFREY JESIONOWSKI, ORGANIZER DATE
VISTA ORIENTE, LTD. CO.

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____
BY: JEFFREY JESIONOWSKI, ORGANIZER, VISTA ORIENTE, LTD. CO. (OWNER LOT 2-B)

By: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Indexing Information

Section 10, Township 10 North, Range 3 East, N.M.P.M.
Subdivision: American Square
Owner: 2020 Twil Properties, LLC (Lot 2-A)
Owner: Vista Oriente Ltd. Co. (Lot 2-B)
UPC #: 101605951727710917 (Lot 2-A)
UPC #: 101605949630810915 (Lot 2-B)

Purpose of Plat

- 1. SUBDIVIDE AS SHOWN HEREON.
- 2. VACATE EASEMENTS AS SHOWN HEREON.
- 3. GRANT EASEMENTS AS SHOWN HEREON.
- 4. DEDICATE RIGHT OF WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 10.9059 ACRES
ZONE ATLAS PAGE NO. H-16-Z
NUMBER OF EXISTING LOTS. 2
NUMBER OF LOTS CREATED. 7
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. 0.1950 ACRES
DATE OF SURVEY. SEPTEMBER 2024

Notes

- 1. FIELD SURVEY PERFORMED IN AUGUST AND SEPTEMBER 2024.
- 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. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION EXACTLY, AS SHOWN ON THE PLAT OF RECORD. (12/10/2019, 2019C-124)
- 5. THIS PRELIMINARY / FINAL PLAT WAS APPROVED BY THE DEVELOPMENT HEARING OFFICER FOR THE CITY OF ALBUQUERQUE AT A PUBLIC HEARING HELD ON _____, 20____.

Legal Description

LOTS NUMBERED TWO-A (2-A) AND TWO-B (2-B) OF AMERICAN SQUARE, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "PLAT FOR LOTS 2-A AND 2-B, AMERICAN SQUARE, BEING COMPRISED OF LOT 2, AMERICAN SQUARE, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON DECEMBER 10, 2019, IN BOOK 2019C, PAGE 124.

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. 35001C0351H, DATED AUGUST 16, 2012.

Free Consent & 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.

NAME, TITLE DATE
2020 TAWIL PROPERTIES, LLC

STATE OF NEW MEXICO }
COUNTY OF } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____
BY: NAME, TITLE, 2020 TAWIL PROPERTIES, LLC (OWNER LOT 2-A)

By: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND

PAID ON UPC # _____
101605951727710917

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

Preliminary Plat for
Lots 2-A-1, 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lots 2-A and 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
May 2025

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

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 5/29/25
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



Note: This sheet shows pre plat conditions, vacated and existing easements

**Preliminary Plat for
Lots 2-A-1, 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lots 2-A and 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
May 2025**

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
●PK	FOUND PK NAIL
●PK2	FOUND PK NAIL WITH TAG "LS 11993"
●RWC	FOUND REBAR WITH CAP "LS 11993"
●RWC2	FOUND REBAR WITH CAP "LS 8478"
●X	FOUND CHISELED "X"
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

ACS Monument "I_40_12"
NAD 1983 CENTRAL ZONE
X=1532017.843*
Y=1495236.843*
Z=5117.289* (NAVD 1988)
G-G=0.999672575
Mapping Angle=-0°12'30.45"
*U.S. SURVEY FEET

Lot 2-B
427,987 Sq. Ft.
9.8252 Acres
6 7 8
26 27 30 31

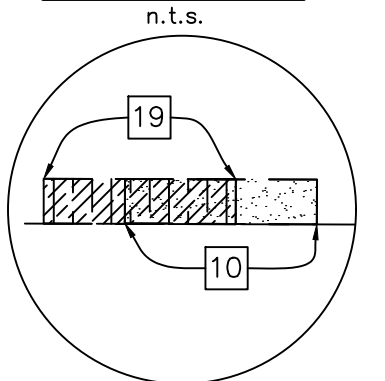
Lot 2-B-5
52,311 Sq. Ft.
1.2009 Acres

Lot 2-A
29,809 Sq. Ft.
0.6843 Acres
6 7 8
26 27 30 31

Carlisle Boulevard NE
(106' R/W)

Menaul Boulevard NE
(100' R/W)

Detail "A"
n.t.s.



ACS Monument "10_H_17"
NAD 1983 CENTRAL ZONE
X=1535835.595*
Y=1495224.388*
Z=5166.734* (NAVD 1988)
G-G=0.999669275
Mapping Angle=-0°12'04.02"
*U.S. SURVEY FEET

CSI-CARTESIAN SURVEYS INC.

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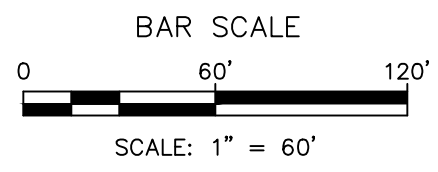
Note: This sheet shows post plat conditions, easements granted by this plat and remaining easements

**Preliminary Plat for
Lots 2-A-1, 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lots 2-A and 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
May 2025**

Legend

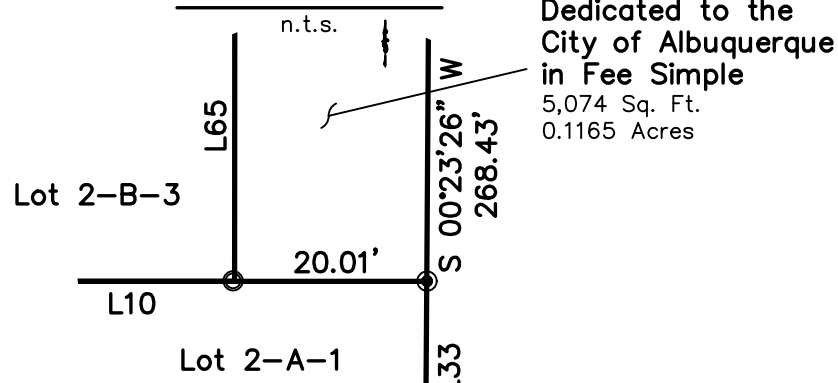
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
●PK	FOUND PK NAIL
●PK2	FOUND PK NAIL WITH TAG "LS 11993"
●RWC	FOUND REBAR WITH CAP "LS 11993"
●RWC2	FOUND REBAR WITH CAP "LS 8478"
●X	FOUND CHISELED "X"
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

ACS Monument "I_40_12"
NAD 1983 CENTRAL ZONE
X=1532017.843*
Y=1495236.843*
Z=5117.289* (NAVD 1988)
G-G=0.999672575
Mapping Angle=-0°12'30.45"
*U.S. SURVEY FEET

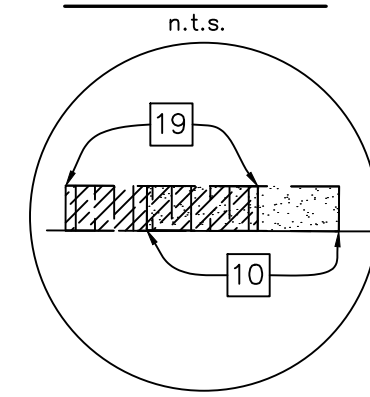


Carlisle Boulevard NE
(106' R/W)

Detail "B"

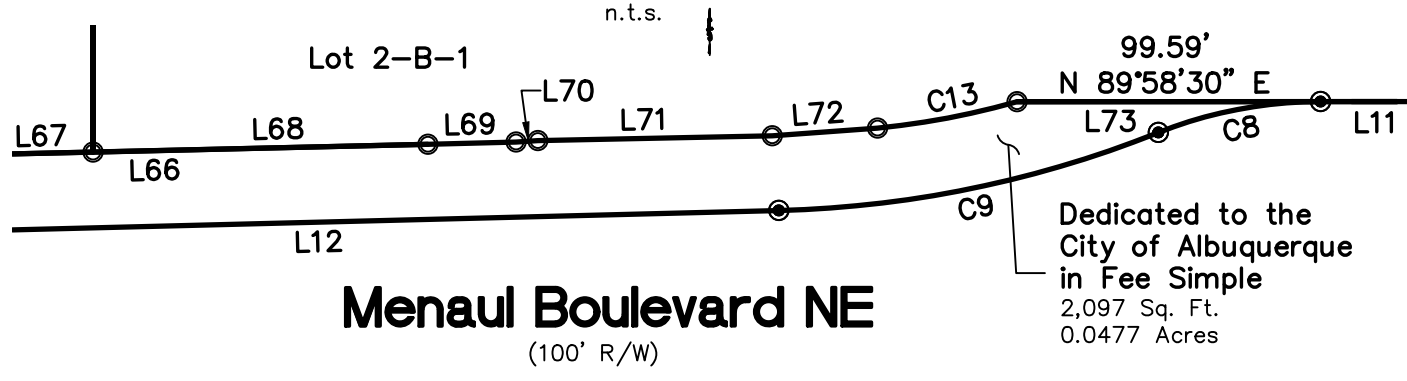


Detail "A"



ACS Monument "10_H_17"
NAD 1983 CENTRAL ZONE
X=1535835.595*
Y=1495224.388*
Z=5166.734* (NAVD 1988)
G-G=0.999669275
Mapping Angle=-0°12'04.02"
*U.S. SURVEY FEET

Detail "C"



Menaul Boulevard NE
(100' R/W)

CSI-CARTESIAN SURVEYS INC.

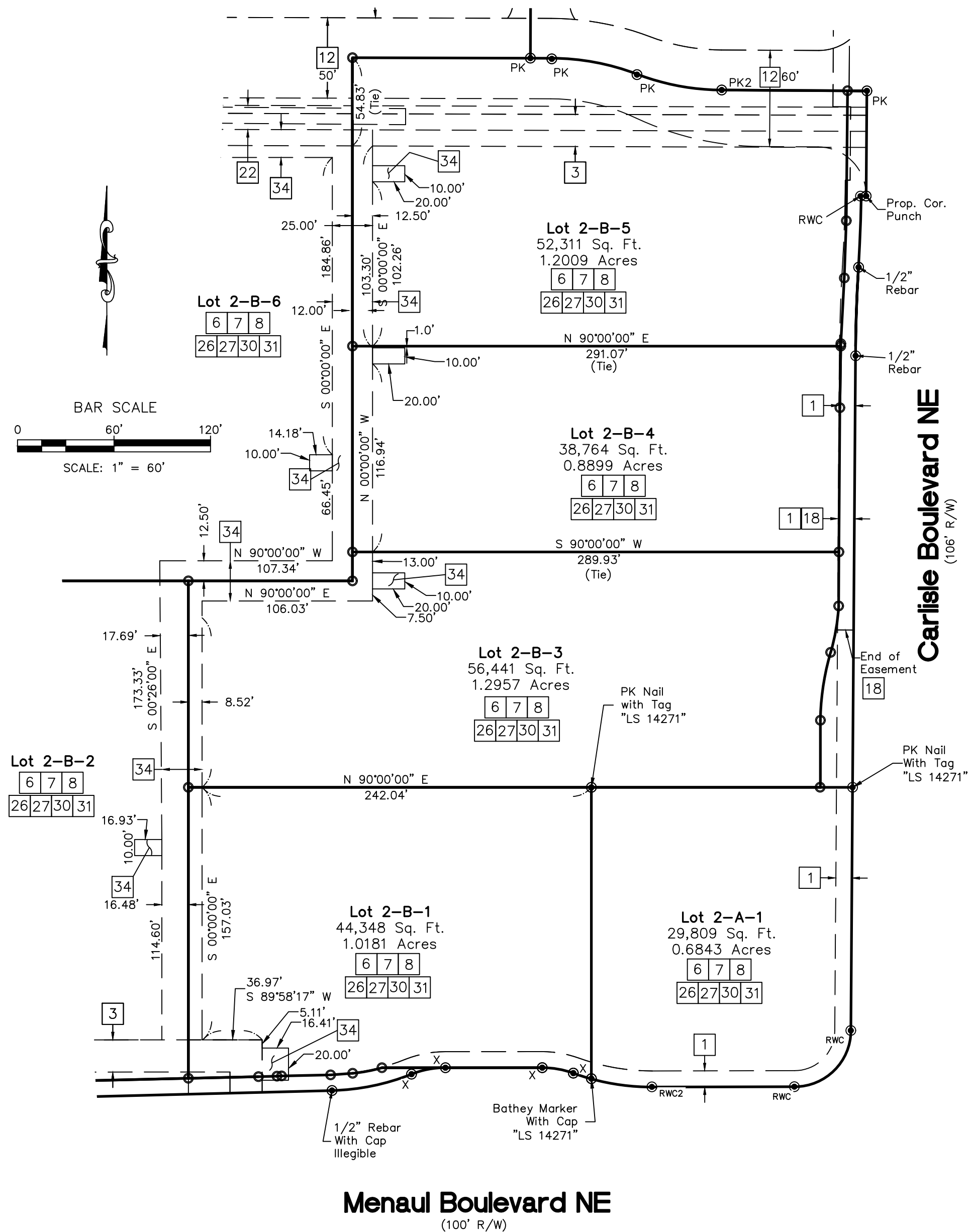
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Phone (505) 896 - 3050 Fax (505) 891 - 0244
cartesianbrian@gmail.com

Legend

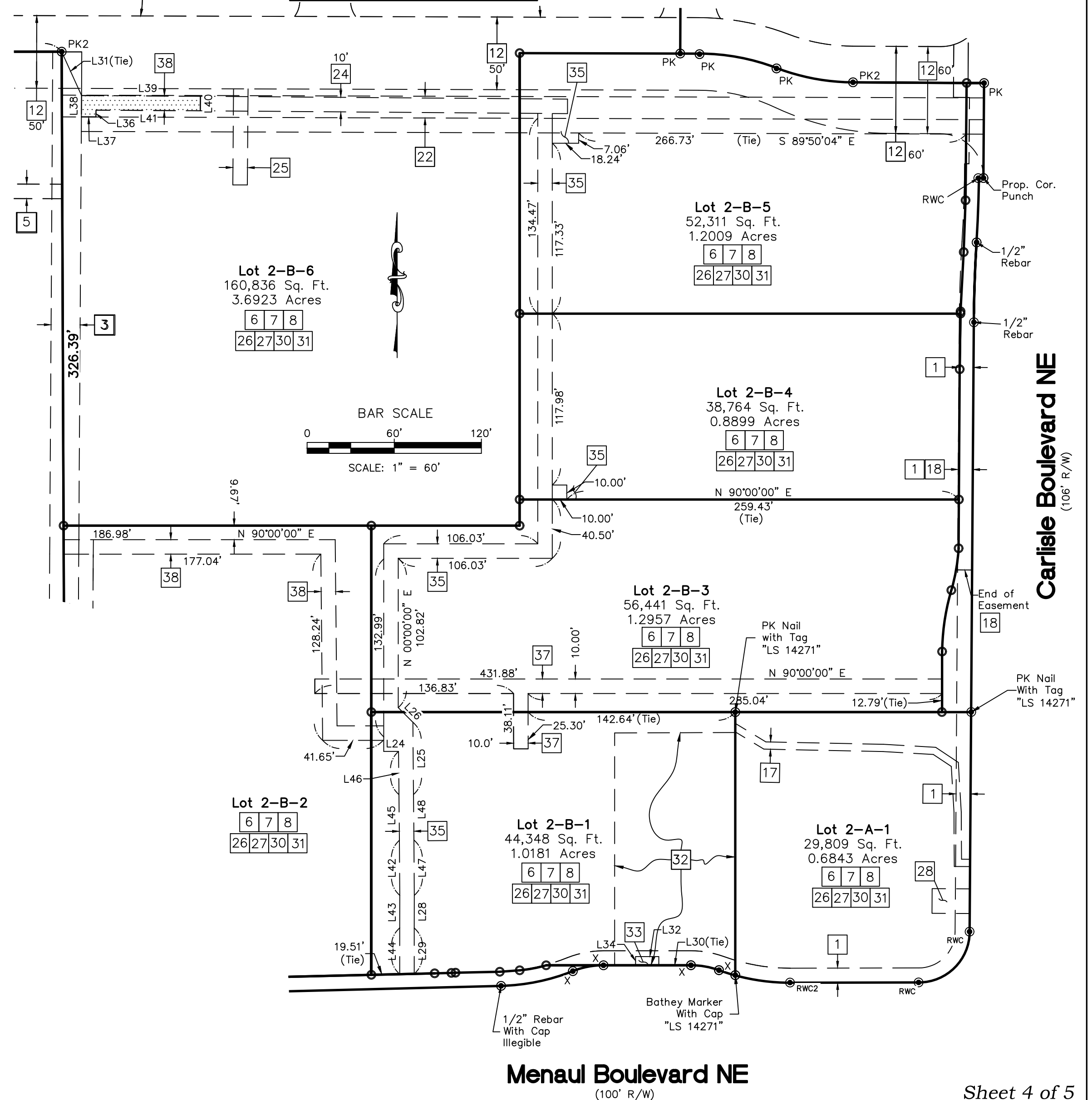
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
●PK	FOUND PK NAIL
●PK2	FOUND PK NAIL WITH TAG "LS 11993"
●RWC	FOUND REBAR WITH CAP "LS 11993"
●RWC2	FOUND REBAR WITH CAP "LS 8478"
●X	FOUND CHISELED "X"
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED

Preliminary Plat for
Lots 2-A-1, 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lots 2-A and 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
May 2025

Detail for Easement 33 & 34





Detail for Easement 33 35 & 38





Easement Notes

- 1

EXISTING 10’ P.U.E. (3/25/1988, C36–33) 
- 2

EXISTING 20’ P.U.E. (4/12/1968, BK. MISC. 100, PG. 103, DOC. NO. 89532) VACATED WITH THE FOLLOWING OF THIS PLAT, SHOWN HEREON AS 
- 3

EXISTING 20’ WATER LINE EASEMENT (3/25/1988, C36–33) SHOWN HEREON AS 
- 4

EXISTING 10’ POWER AND COMMUNICATIONS EASEMENT (3/25/1988, C36–33) PORTION VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 5


REMAINING PORTION OF EXISTING 10’ P.U.E. (4/15/1968, D3–196)
- 6


EXISTING NON–EXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE, OPERATION AND SERVICING OF ANY COMMON AREA IMPROVEMENTS, BLANKET IN NATURE OVER ALL OF LOTS 2–A AND 2–B (9/30/2020, DOC. NO. 2020095520)
- 7

EXISTING TEMPORARY NON–EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FROM CONSTRUCTION SITE(S) (9/30/2020, DOC. NO. 2020095520)
- 8

EXISTING NON–EXCLUSIVE EASEMENT FOR PLACEMENT, REPAIR, REPLACEMENT, OR EXTENSION OF ELECTRIC, GAS, CABLE, WATER, AND SANITARY SEWER, STORM AND SURFACE WATER DRAINAGE AND DETENTION FACILITIES, BLANKET IN NATURE OVER LOTS 2–A AND 2–B, EXCLUDING NON–BUILDABLE AREAS (9/30/2020, DOC. NO. 2020095520)
- 9


EXISTING 5’ MST&T RIGHT OF WAY EASEMENT (5/4/1987, BK. MISC. 482–A, PG. 589, DOC. NO. 8745989)
- 10


EXISTING 20’ X 4.71’ PUBLIC PERMANENT UNDERGROUND EASEMENT FOR WATER LINE (1/20/1994, BK. 94–2, PG. 9979, DOC. NO. 94008921) SHOWN HEREON AS  SEE DETAIL "A", ON SHEETS 2 & 3 OF 5
- 11a

EXISTING U.S. WEST COMMUNICATIONS AND PNM UNDERGROUND EASEMENT (1/6/1994, BK. 94–1, PG. 4556, DOC. NO. 94002199) VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 11b

EXISTING 10’ U.S. WEST COMMUNICATIONS AND PNM UNDERGROUND EASEMENT (1/6/1994, BK. 94–1, PG. 4556, DOC. NO. 94002199)
- 12

EXISTING PRIVATE DRAINAGE, ACCESS, PUBLIC WATER, POWER COMMUNICATIONS AND GAS LINE EASEMENT, BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS A, B, E AND F (3/25/1988, C36–33)
- 13

EXISTING 7’ POWER AND COMMUNICATIONS EASEMENT (3/25/1988, C36–33) SHOWN HEREON AS 
- 14


EXISTING PERMANENT JOINT USE AREA, BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AND TRACT F–1–A (7/14/1993, BK. 9318, PG. 8728, DOC. NO. 93075439) SHOWN HEREON AS 
- 15

EXISTING 27’ X 278’ SETBACK COVENANT (NO PERMANENT STRUCTURES) (6/15/1990, BK. 90–10, PG. 1901–1904, DOC. NO. 9046436) (6/22/1990, BK. 90–10, PG. 5663–5669, DOC. NO. 9048256)
- 16

EXISTING PERMANENT DRIVE AISLES USED FOR JOINT USE AREAS (6/15/1990, BK. 90–10, PG. 1883, DOC. NO. 9046435)
- 17

EXISTING 5’ SANITARY SEWER EASEMENT (9/2/2020, DOC. NO. 2020084932)
- 18


EXISTING 10’ POWER & COMMUNICATIONS EASEMENT (3/19/1990, 90C–80)
- 19


EXISTING 20’ X 4.71’ PUBLIC WATERLINE EASEMENT (3/19/1990, 90C–80) SHOWN HEREON AS  SEE DETAIL "A", ON SHEETS 2 & 3 OF 5
- 20

EXISTING NON–EXCLUSIVE INGRESS/EGRESS EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER DRIVE AREAS BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AN TRACT F–1–A (6/15/1990, BK. 90–10, PG. 1883, DOC NO. 9046435) AFFECTS THAT AREA WITHIN LOT 2–B, NORTH OF ROADWAY EASEMENT ¹²
- 21

EXISTING JOINT USE AREA BENEFITING AND MAINTAINED BY THE OWNERS OF LOT 2–B AND TRACT F–1–A (7/14/1993, BK. 93–18, PG. 8728–8738, DOC. NO. 93075439)
- 22

EXISTING 15’ MST&T EASEMENT (3/25/1988, C36–33)
- 23

EXISTING 10’ P.U.E. (12/10/2019, 2019C–124) PORTIONS VACATED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- 24

EXISTING P.U.E. (12/10/2019, 2019C–124) PORTION VACATED WITH THE FILING OF THIS PLAT PORTION TO REMAIN SHOWN HEREON AS 
- 25

EXISTING 10’ TELEPHONE AND COMCAST EASEMENT (12/10/2019, 2019C–124)

Easement Notes, Continued

- 26

EXISTING CROSS PRIVATE CROSS LOT ACCESS AND PARKING EASEMENT OVER THAT PORTION SOUTH OF EASEMENT ¹² FOR LOT 2–A AND ALL OF LOT 2–B WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS, BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 2–A AND 2–B (12/10/2019, 2019C–124)
- 27

EXISTING CROSS DRAINAGE EASEMENT OVER THAT PORTION SOUTH OF EASEMENT ¹² FOR LOT 2–A AND ALL OF LOT 2–B WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS, BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 2–A AND 2–B (12/10/2019, 2019C–124)
- 28

EXISTING PNM EASEMENT (6/25/2020, DOC. NO. 2020057146)
- 29

EXISTING MONUMENT SIGN EASEMENT (9/30/2020, DOC. NO. 2020095520)
- 30

EXISTING PERPETUAL, NON–EXCLUSIVE EASEMENT INGRESS/EGRESS ACCESS FOR ALL ACCESS POINTS, DRIVEWAYS, VEHICULAR TRAFFIC, PARKING AREAS, PEDESTRIAN TRAFFIC EASEMENT, BLANKET IN NATURE OVER ALL OF LOTS 2–A AND 2–B, WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS (9/30/2020, DOC. NO. 2020095520) AND AS SHOWN ON PLAT (12/10/2019, 2019C–124)
- 31

EXISTING CROSS LOT DRAINAGE EASEMENT BLANKET IN NATURE OVER ALL OF LOTS 2–A AND 2–B, WITH THE EXCEPTION OF THOSE AREAS COVERED BY BUILDINGS AND IMPROVEMENTS (9/30/2020, DOC. NO. 2020095520) AND AS SHOWN ON PLAT (12/10/2019, 2019C–124)
- 32

EXISTING PERPETUAL, NON–EXCLUSIVE EASEMENT FOR PARKING BENEFITING LOT 2–A (9/30/2020, DOC. NO. 2020095520)
- 33

6’ X 16’ EASEMENT FOR BUS SHELTER, GRANTED WITH THE FILING OF THIS PLAT SEE DETAIL ON SHEET 4 OF 5
- 34

25’ PUBLIC WATER AND PUBLIC SEWER EASEMENT GRANTED TO ABCWUA, WITH THE FILING OF THIS PLAT, SEE DETAIL ON SHEET 4 OF 5
- 35

10’ JOINT DRY UTILITY TRENCH EASEMENT, GRANTED WITH THE FILING OF THIS PLAT, SEE DETAIL ON SHEET 4 OF 5
- 37

10’ PUBLIC GAS EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
- 38

10’ PUBLIC ELECTRIC EASEMENT, GRANTED WITH THE FILING OF THIS PLAT
- 36

EASEMENT ³⁶ INTENTIONALLY OMITTED

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.

Preliminary Plat for
Lots 2-A-1, 2-B-1, 2-B-2,
2-B-3, 2-B-4, 2-B-5 & 2-B-6,
American Square
Being Comprised of
Lots 2-A and 2-B, American Square
City of Albuquerque
Bernalillo County, New Mexico
May 2025

Line Table		
Line #	Direction	Length (ft)
L42	N 00°20'55" W	37.98'
L43	N 00°11'07" E	22.46'
L44	S 00°00'00" E	31.79'
L45	N 00°35'37" W	31.38'
L46	N 00°36'05" W	29.78'
L47	S 00°20'55" E	38.05'
L48	N 00°35'37" W	31.40'
L50	S 00°33'15" W	80.81'
L51	S 02°04'56" W	35.63'
L52	S 02°59'54" W	40.91'
L53	S 00°51'32" W	1.56'
L54	S 00°51'32" W	38.29'
L55	S 00°51'32" W	39.85'
L56	S 00°21'47" W	89.70'
L57	S 00°18'12" W	33.60'
L65	S 00°01'41" W	41.71'
L66	N 88°39'23" E	123.48'
L67	N 88°39'23" E	79.87'
L68	N 88°39'23" E	43.61'
L69	N 88°34'43" E	11.50'
L70	N 86°23'49" E	2.83'
L71	N 88°48'53" E	30.51'
L72	N 85°48'15" E	13.75'
L73	N 89°58'30" E	39.42'

*L27 & L49 INTENTIONALLY OMITTED

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	54.35'	150.00'	20°45'37"	54.05'	S 79°27'21" E
C2	53.92'	150.00'	20°35'45"	53.63'	S 79°22'26" E
C3	44.29'	999.63'	2°32'19"	44.29'	S 02°13'43" W
C4	55.07'	1007.00'	3°08'00"	55.06'	S 01°55'52" W
C5	38.36'	143.00'	15°22'13"	38.25'	N 82°25'27" W
C6	11.73'	143.00'	4°42'00"	11.73'	N 72°23'23" W
C7	19.88'	57.00'	19°59'07"	19.78'	N 80°01'56" W
C8	21.60'	57.00'	21°42'42"	21.47'	S 79°07'09" W
C9	50.64'	143.00'	20°17'19"	50.37'	S 78°24'28" W
C10	29.35'	133.30'	12°36'50"	29.29'	N 09°47'50" E
C11	42.84'	159.18'	15°25'17"	42.71'	S 08°33'13" W
C12	54.67'	35.00'	89°30'00"	49.28'	N 45°08'26" E
C13	18.51'	104.40'	10°09'37"	18.49'	N 79°19'11" E

Please note that the City has approved the IIA.
The original IIA and \$25 check has been delivered to the City
for the City to complete the recordation process.

A copy of the IIA follows this sheet.

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B WORK ORDER)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: **CARLISLE AND MENAUL COMMERCIAL CENTER**
Project Number: **CPN 781092**

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 **VISTA ORIENTE, LTD.CO.** ("Developer"), a **LIMITED LIABILITY COMPANY**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **JEFF@AMCDEVELOPMENT.NET**, whose address is **500 4TH STREET STE. 275 NW** (Street or PO Box) **ALBUQUERQUE, NM** (City, State), **87102** (Zip Code) and whose telephone number is **505-259-0991**, 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:] **LOT2-B AMERICAN SQUARE** recorded on **12/10/2019** attached, pages **1** through **5**, as Document No. **2019105050** 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:] **VISTA ORIENTE, LTD.CO.** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **PRELIMINARY PLAT FOR LOTS 2-A-1, 2-B-1, 2-B-2, 2-B-3, 2-B-4, 2-B-5, 2-B-6 AMERICAN SQUARE** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on **Exhibit A** are to be included in this Agreement, unless the Development Hearing Officer ("DHO") has approved phasing of the improvements; or the DHO has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's DHO unless the DHO grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") and Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved <i>Combined DRC Application</i> .

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by 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: LOAN RESERVE LETTER
Amount: \$591,100.94
Name of Financial Institution or Surety providing Guaranty: BANK OF ALBUQUERQUE
Date City first able to call Guaranty (Construction Completion Deadline): FEBRUARY 1, 2027
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: APRIL 1, 2027
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: VISTA ORIENTE, LTD. CO.

By [Signature]:

Name [Print]: Jeffrey Jesionowski

Title: Manager

Dated: 11/3/2025

DEVELOPER'S NOTARY

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 34 day of November, 2025, by
[name of person:] Jeffrey Jesionowski, [title or capacity, for instance, "President" or "Owner":]
Manager of [Developer:] Vista Oriente, Ltd. Co.




Notary Public

My Commission Expires: 1/27/2029

CITY OF ALBUQUERQUE:

By: _____
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): _____

CITY'S NOTARY

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

This instrument was acknowledged before me on this _____ day of _____, 20_____,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

(SEAL)

Notary Public

My Commission Expires: _____

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

POWER OF ATTORNEY

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

STATE OF _____)
) ss.
COUNTY OF _____)

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:]

_____, ("Owner"), of [address:] _____ [City:] _____, [State:] _____ [zip code:] _____, hereby makes, constitutes and appoints [name of Developer:] _____

_____ ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I 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 me 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.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: _____

Name [Print]: _____

Title: _____

Dated: _____

The foregoing Power of Attorney was acknowledged before me on _____,
20__ by [name of person:] _____, [title or capacity, for
instance "President":] _____ of [Owner:]
_____ on behalf of the Owner.

(SEAL)

Notary Public

My Commission Expires: _____



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B WORK ORDER)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: CARLISLE AND MENAUL COMMERCIAL CENTER
Project Number: CPN 781092

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 VISTA ORIENTE, LTD.CO. ("Developer"), a LIMITED LIABILITY COMPANY, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is JEFF@AMCDEVELOPMENT.NET, whose address is 500 4TH STREET STE. 275 NW (Street or PO Box) ALBUQUERQUE, NM (City, State), 87102 (Zip Code) and whose telephone number is 505-259-0991, 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:] LOT2-B AMERICAN SQUARE recorded on 12/10/2019 attached, pages 1 through 5, as Document No. 2019105050 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:] VISTA ORIENTE, LTD.CO. ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as PRELIMINARY PLAT FOR LOTS 2-A-1, 2-B-1, 2-B-2, 2-B-3, 2-B-4, 2-B-5, 2-B-6 AMERICAN SQUARE describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on **Exhibit A** are to be included in this Agreement, unless the Development Hearing Officer ("DHO") has approved phasing of the improvements; or the DHO has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's DHO unless the DHO grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") and Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved <i>Combined DRC Application</i> .

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the

Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by 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: LOAN RESERVE LETTER

Amount: \$591,100.94

Name of Financial Institution or Surety providing Guaranty: BANK OF ALBUQUERQUE

Date City first able to call Guaranty (Construction Completion Deadline): FEBRUARY 1, 2027

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: APRIL 1, 2027

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.

CITY OF ALBUQUERQUE:

By: [Signature]
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 11/24/2025

DS
KV

Initial
SB

CITY'S NOTARY

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

This instrument was acknowledged before me on this 24 day of November, 2025,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.



STATE OF NEW MEXICO
NOTARY PUBLIC
Geraldine Delgado
Commission No. 1135791
Expires: October 22, 2029

Geraldine Delgado
Notary Public

My Commission Expires: October 22, 2029

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

LOAN RESERVE LETTER
(Procedure B)



Date: November 19, 2025

City of Albuquerque
City Engineer
Planning Department
Plaza del Sol
600 2nd St NW
Albuquerque, NM 87102

RE: Loan Reserve for VISTA ORIENTE, LTD. CO.
City of Albuquerque Project ID #: 781092
Project Name: Carlisle & Menaul Commercial Center, All Phases

To whom it may concern:

This is to advise the City of Albuquerque ("City") that, at the request VISTA ORIENTE, LTD. CO., BANK OF ALBUQUERQUE ("Financial Institution") in ALBUQUERQUE, NM, holds as a loan reserve the sum of FIVE HUNDRED NINETY ONE THOUSAND ONE HUNDRED DOLLARS AND 94/100 (\$ 591,100.94) ("Loan Reserve") for the exclusive purpose of providing the financial guaranty which the City requires VISTA ORIENTE, LTD. CO. ("Developer") to provide for the installation of the improvements which must be constructed at CARLISLE & MENAUL COMMERCIAL CENTER Project ID # 781092. ("Project"). The amount of the Loan Reserve is 125% of the City's estimated cost of the Project, as required by the City. The improvements are identified in the agreement between the City of Albuquerque and Developer, which was recorded on 11/24/2025, in the records of the Clerk of Bernalillo County, New Mexico in Document No. 2025094977, pages 1 to 20 ("Agreement").

1. Reduction of Reserve. If the City Engineer, or that person's authorized designee, determines that it is appropriate to release a specified amount of the loan reserves as a result of the Developer's construction of a portion of the required infrastructure, then the City Engineer, or that person's authorized designee, may execute an "Authorization to Release" which will authorize the Financial Institution to release a specified amount from the loan reserves. The Authorization to Release will state the amount of the "Reduced Loan Reserve Balance" which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the Financial Institution receives the Authorization to Release, which has been signed by the City, the Financial Institution may reduce the loan reserve to the Reduced Loan Reserve Balance.

2. Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the loan reserves, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Developer and the City, the total liability of the Financial Institution to the City with respect to the loan reserves established pursuant to this Loan Reserve Letter shall at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, and the Financial Institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the loan reserve as provided in Section 4. herein.

3. Draw on Reserve. If by (February 1, 2027), the improvements described in the Agreement

have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between (February 1, 2027), and (April 1, 2027), inclusive, the City may demand payment from the Financial Institution up to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the City Engineer or the City Engineer's authorized designee, which shall state that the Developer has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the loan reserves by cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

4. Termination of Reserve. This loan reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:

A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or

B. City delivery of the Demand for Payment and the Financial Institution's payment to the City by cashier's check as required in Section 3 herein; or

C. Expiration of the date (April 1, 2027) or

D. Written termination of this Loan Reserve Letter, signed by the City Engineer or an authorized representative.

Very truly yours,
Financial Institution



By: Darin Davis
Title: Senior Vice President

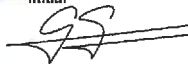
ACCEPTED:
CITY OF ALBUQUERQUE

By: 

Title: City Engineer

Dated: 11/24/2025

DS
KV

Initial


have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between (February 1, 2027), and (April 1, 2027), inclusive, the City may demand payment from the Financial Institution up to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the City Engineer or the City Engineer's authorized designee, which shall state that the Developer has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the loan reserves by cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Loan Reserve amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

4. Termination of Reserve. This loan reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:

A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or

B. City delivery of the Demand for Payment and the Financial Institution's payment to the City by cashier's check as required in Section 3 herein; or

C. Expiration of the date (April 1, 2027) or

D. Written termination of this Loan Reserve Letter, signed by the City Engineer or an authorized representative.

Very truly yours,
Financial Institution



By: Darin Davis
Title: Senior Vice President

ACCEPTED:
CITY OF ALBUQUERQUE

By: _____

Title: City Engineer

Dated: _____



FINANCIAL GUARANTY AMOUNT

November 20, 2025

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

Project Description:

Project ID #: 781092 Carlisle & Menaul Commercial Center, All Phases

Requested By: Kelly Klein

Approved Estimate Amount: \$ 404,583.95

Contingency Amount: 0.00% \$ -

Subtotal: \$ 404,583.95

NMGRT: 7.625% \$ 30,849.53

Subtotal: \$ 435,433.48

Engineering Fee: 6.60% \$ 28,738.61

Testing Fee: 2.00% \$ 8,708.67

Subtotal: \$ 472,880.76

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 591,100.94

APPROVAL:

DATE:

Nov. 20, 2025

Notes: Work Order in process; this covers all Phases at the Commercial Center.

Financial Guaranty Estimate
Carlisle and Menaul Commercial Center CPN 781092
3-Nov-25

Item No.	Short Description	Unit Price	Estimate Quantity	Estimate Amount
PHASE 1				
	DEMOLITION (PAVING)			
343.080	CURB & GUT, PCC, R&D	\$10.66	578 LF	\$6,159.89
340.035	VLV GUT, PCC, REM, DISP & REP	\$111.07	137 SY	\$15,247.59
343.010	AC PVMT, R&D NO SAW	\$11.15	576 SY	\$6,421.51
343.085	SDWK, 4" PCC, R & D	\$14.51	135 SY	\$1,953.37
	SUBTOTAL DEMOLITION			\$29,782.36
	PAVING IMPROVEMENTS			
336.022	ASP CONC, Superpave, 2", M	\$22.04	861 SY	\$18,981.98
336.024	ASP CONC, Superpave, 3", M	\$30.83	431 SY	\$13,279.57
302.010	ABS, 6"	\$12.70	431 SY	\$5,468.06
301.020	SUBGRADE PREP, 12"	\$4.53	556 SY	\$2,520.98
336.120	TK CT	\$0.54	861 SY	\$468.69
336.010	PRIME CT	\$0.94	431 SY	\$406.20
340.010	SDWK, 4", PCC	\$72.54	194 SY	\$14,041.31
340.025	WLCHR ACC RAMP, 4" PCC	\$3,032.38	3 EA	\$9,097.13
340.050	C & G, STD, PCC	\$32.55	551 LF	\$17,947.57
440.010	REF PNT ARW RT	\$90.68	1 EA	\$90.68
440.015	REF PNT MEDIAN NOSE	\$1.85	23 SF	\$43.17
450.001	ALM PNL SGN	\$34.46	27 SF	\$930.39
450.010	SQ TB POST	\$18.14	39 LF	\$707.31
	SUBTOTAL PAVING IMPROVEMENTS			\$83,983.04
	MISC IMPROVEMENTS			
422.132	STREET LIGHT REM & RELOC	\$1,180.67	1 EA	\$1,180.67
425.102	EL PB, REM & REL	\$618.50	1 EA	\$618.50
	SUBTOTAL MISC IMPROVEMENTS			\$1,799.17
	WATER			
801.055	EXST WL, 6"-14", w/FIT, REM & DISP	\$9.07	447 LF	\$4,055.68
801.059	NON PRESS CONN, w/FIT, WL	\$2,720.43	3 EA	\$8,161.30
801.002	6" WL PIPE, w/o FIT	\$48.57	518 LF	\$25,155.40
801.003	8" WL PIPE, w/o FIT	\$64.75	728 LF	\$47,128.64
801.065	DI FIT, MJ, 4"-14", WL	\$5.44	1881 LB	\$10,234.27
801.150	MJ REST GLND, 4"-8"	\$197.78	38 EA	\$7,515.47
801.155	JNT REST HRNSS, 4"-8"	\$141.01	40 EA	\$5,640.37
801.081	6" GATE VLV	\$1,695.74	4 EA	\$6,782.95
801.082	8" GATE VLV	\$2,186.87	4 EA	\$8,747.46
801.105	VLV BOX A	\$941.27	8 EA	\$7,530.16
802.510	1-1/2"-2" WTR MTR BOX	\$1,269.54	6 EA	\$7,617.21
801.113	FH, 4'	\$4,847.36	4 EA	\$19,389.44
	SUBTOTAL WATER			\$157,958.35

Financial Guaranty Estimate
Carlisle and Menaul Commercial Center CPN 781092
3-Nov-25

Item No.	Short Description	Unit Price	Estimate Quantity	Estimate Amount
SANITARY SEWER				
701.010	TRCH, BF, 4-15" SAS, <8'	\$30.23	260 LF	\$7,860.60
701.020	TRCH, BF, 4-15" SAS, 8-12'	\$43.44	270 LF	\$11,748.60
701.030	TRCH, BF, 4-15" SAS, 12-16'	\$70.91	142 LF	\$10,095.83
901.030	8" SAS PIPE	\$29.25	673 LF	\$19,683.34
920.070	MH, 4' DIA, C or E	\$7,073.13	3 EA	\$21,219.38
920.080	MH, 4' DIA, C or E, >10'-14'D	\$7,254.49	1 EA	\$7,254.49
905.050	4" NEW SAS SVC	\$1,813.62	6 EA	\$10,881.73
901.610	WET CONN, 8"-10" SAS	\$1,360.22	1 EA	\$1,360.22
	SUBTOTAL SANITARY SEWER			\$90,104.20
PHASE 2				
DEMOLITION (PAVING)				
343.080	CURB & GUT, PCC, R&D	\$10.66	130 LF	\$1,383.22
343.085	SDWK, 4" PCC, R & D	\$14.51	90 SY	\$1,300.42
	SUBTOTAL DEMOLITION			\$2,683.65
PAVING IMPROVEMENTS				
340.010	SDWK, 4", PCC	\$72.54	125 SY	\$9,035.85
340.025	WLCHR ACC RAMP, 4" PCC	\$3,032.38	1 EA	\$3,032.38
	SUBTOTAL PAVING IMPROVEMENTS			\$12,068.23
PHASE 3				
DEMOLITION (PAVING)				
343.085	SDWK, 4" PCC, R & D	\$14.51	68 SY	\$991.65
	SUBTOTAL DEMOLITION			\$991.65
PAVING IMPROVEMENTS				
340.010	SDWK, 4", PCC	\$72.54	75 SY	\$5,458.54
340.025	WLCHR ACC RAMP, 4" PCC	\$3,032.38	1 EA	\$3,032.38
	SUBTOTAL PAVING IMPROVEMENTS			\$8,490.92

Financial Guaranty Estimate
Carlisle and Menaul Commercial Center CPN 781092
3-Nov-25

<u>Item No.</u>	<u>Short Description</u>	<u>Unit Price</u>	<u>Estimate Quantity</u>	<u>Estimate Amount</u>
PHASE 4				
	DEMOLITION (PAVING)			
343.085	SDWK, 4" PCC, R & D	\$14.51	134 SY	\$1,943.75
	SUBTOTAL DEMOLITION			\$1,943.75
	PAVING IMPROVEMENTS			
340.010	SDWK, 4", PCC	\$72.54	162 SY	\$11,746.27
340.025	WLCHR ACC RAMP, 4" PCC	\$3,032.38	1 EA	\$3,032.38
	SUBTOTAL PAVING IMPROVEMENTS			\$14,778.64
	SUBTOTAL PHASE 4			\$16,722.39
	SUBTOTAL TOTAL HARD COSTS			\$404,583.95
	CONSTRUCTION STAKING AND SURVEY	1.43%		\$5,785.55
	MOBILIZATION	4.26%		\$17,235.28
	SUBTOTAL SOFT COSTS			\$23,020.83
	GRAND TOTAL			\$427,604.78

Estimate approved as basis of financial guaranty,
CPN 781092, Nov. 12, 2025.



Figure 12
INFRASTRUCTURE LIST

EXHIBIT "A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
Carlisle and Menaul Commercial Development
(LOTS 2-8 OF AMERICAN SQUARE)

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 SIA, the DRG shall determine that appropriate items have not been included in this infrastructure listing. The DRG shall include those items in the listing and related financial guarantees. Likewise, if the DRG determines that appropriate 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 DRG Chair. The User Developer shall be responsible for the listing. If any items are added, deleted, or revised, the User Developer shall be responsible for the listing. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which formally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

PHASE 1

SIA Sequence #	COA DRG Project #

Private Inspector	City Inspector	City Civil Engineer
/	/	/
/	/	/

PUBLIC WATERLINE IMPROVEMENTS - PHASE 1

Size	Type of Improvement	Location	From	To
8" DIA	WATERLINE LOOP W/ NEC. VALVES FMS, MVS & RVS	CENTER OF SITE, INSIDE PUBLIC WATERWAYS EXEMPT	PHOENIX AVE	MENAU BLVD

SIA Sequence #	COA DRG Project #

Private Inspector	City Inspector	City Civil Engineer
/	/	/
/	/	/

PUBLIC SANITARY SEWER IMPROVEMENTS - PHASE 1

Size	Type of Improvement	Location	From	To
8" DIA	SANITARY SEWER W/ NEC. COS & SERVICES	CENTER OF SITE, INSIDE PUBLIC WATERWAYS EXEMPT	PHOENIX AVE	MENAU BLVD

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

SIA Sequence #	COA DRG Project #

Private Inspector	City Inspector	City Civil Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

PUBLIC ROADWAY IMPROVEMENTS - PHASE 1

Size	Type of Improvement	Location	From	To
APPROX 24" X 14" MEDIAN	ADJUSTABLE MEDIAN CURB & GUTTER RIGHT IN/RIGHT OUT	ACCESS #4 ALONG CARLISLE	ACCESS 4 (Lot 2-B-4)	ACCESS 4 (Lot 2-B-4)
110LF	MEDIAN W/ CURB AND GUTTER CLOSURE OF NORTHBOUND TURN LANE	CARLISLE CENTER MEDIAN	ACCESS 3	ACCESS 4 (Lot 2-B-4)
150LF	11" WIDE RIGHT TURN LANE W/ CURB AND GUTTER	ACCESS #8 ENTRANCE ALONG CARLISLE	ACCESS 4 (Lot 2-B-4)	ACCESS 3 (Lot 2-A)
300LF	PAINT FOR MEDIAN CURB (YELLOW PAINT)	ON SOUTH BOUND MEDIAN ON CARLISLE	ACCESS #4	CARLISLE AND MENAUL INTERSECTION
10' WIDE	POC SIDEWALK	SOUTHBOUND CARLISLE BLVD	LOT 2-B-4 NORTH PROPERTY LINE	ACCESS 3 (Lot 2-A)
8' WIDE	LANDSCAPE BUFFER	SOUTHBOUND CARLISLE BLVD	LOT 2-B-4 NORTH PROPERTY LINE	ACCESS 3 (Lot 2-A)

SUA	GOA DIRC
Sequence #	Project #

10' WIDE	PCC SIDEWALK
8' WIDE	LANDSCAPE BUFFER

Private Inspector	City Inspector	City Cust Engineer
1	1	1
1	1	1

SIA	COA DRC
Sequence #	Project #

10' WIDE	PCC SIDEWALK
6' WIDE	LANDSCAPE BUFFER

Private Inspector	City Inspector	City Chief Engineer
_____ / _____	_____ / _____	_____ / _____
_____ / _____	_____ / _____	_____ / _____

SIA	COA DRC
Sequence #	Project #

10' WIDE	PCC SIDEWALK
6' WIDE	LANDSCAPE BUFFER

Private Inspector	City Inspector	City Const Engineer
_____ / _____	_____ / _____	_____ / _____
_____ / _____	_____ / _____	_____ / _____

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DATE _____

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PR-2024-009947_MAJOR_PLT-2025-00007_IL_Approved_6-25-25

















Final Audit Report

2025-08-08

Created:	2025-07-16
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFtnejnocF6B6UWHMPnU3Ffhk2X7L_q2p

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 Agreement completed.

2025-08-08 - 7:44:57 PM GMT

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1659484

Product	Name	Extended
AGRE	Agreement	\$25.00
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	Document #	2025094977
	# Of Entries	0
Total		\$25.00

Tender (Check)
Check# 1378
Paid By vista oriente ltd co
Phone # 5052590991
\$25.00

Thank You!

11/24/25, 9:35 AM MST abriggs



City of Albuquerque

Agreement Control Cover Page

The completed cover sheet should be included in e-signature envelopes

Agreement ID Number 2026_AGR_124238

Fiscal Year 2026

Subject: PLN-PL-Building and Dev Services-2026_AGR_124238-IIA-Procedure B-Work Order-VISTA ORIENTE LTD.CO.

Dept. Contact Shadabi, Leila

505/924-3997

lshadabi@cabq.gov

AGREEMENT DETAILS

Sponsor Department: PLN

Division: PL-Building and Dev Services

Synopsis IIA-Procedure B-Work Order

Class Nonmonetary

Doc Type AGR- RE Agreement

Term (Years) 2.00

Total Amount 591,100.94

Begin Date 11/24/2025

End Date 2/1/2027

Council Approval Required?

N

Comments

Counter Parties

Entity Name(s) VISTA ORIENTE LTD.CO.

Agreement Packet to be Verified By:
(Users to initial this page)

Authority	Name	Title	Timestamp
Department	Shadabi, Leila	Contract Specialist	

CONTRACT CONTROL FORM

PROJECT: 781092 **CONTACT PERSON:** Leila Shadabi
CCN: 2026-AGR-124238
(New/Existing) _____

Type of Paperwork IIA- Procedure B- with WO
Project Name/Description
(From CTS): Carlisle and Menaul Commercial Center
Developer/Owner/Vendor Vista Oriente LTD. CO.

Contract Amount \$591,100.94 Contract Period: 11/20/2025 - 2/1/2027

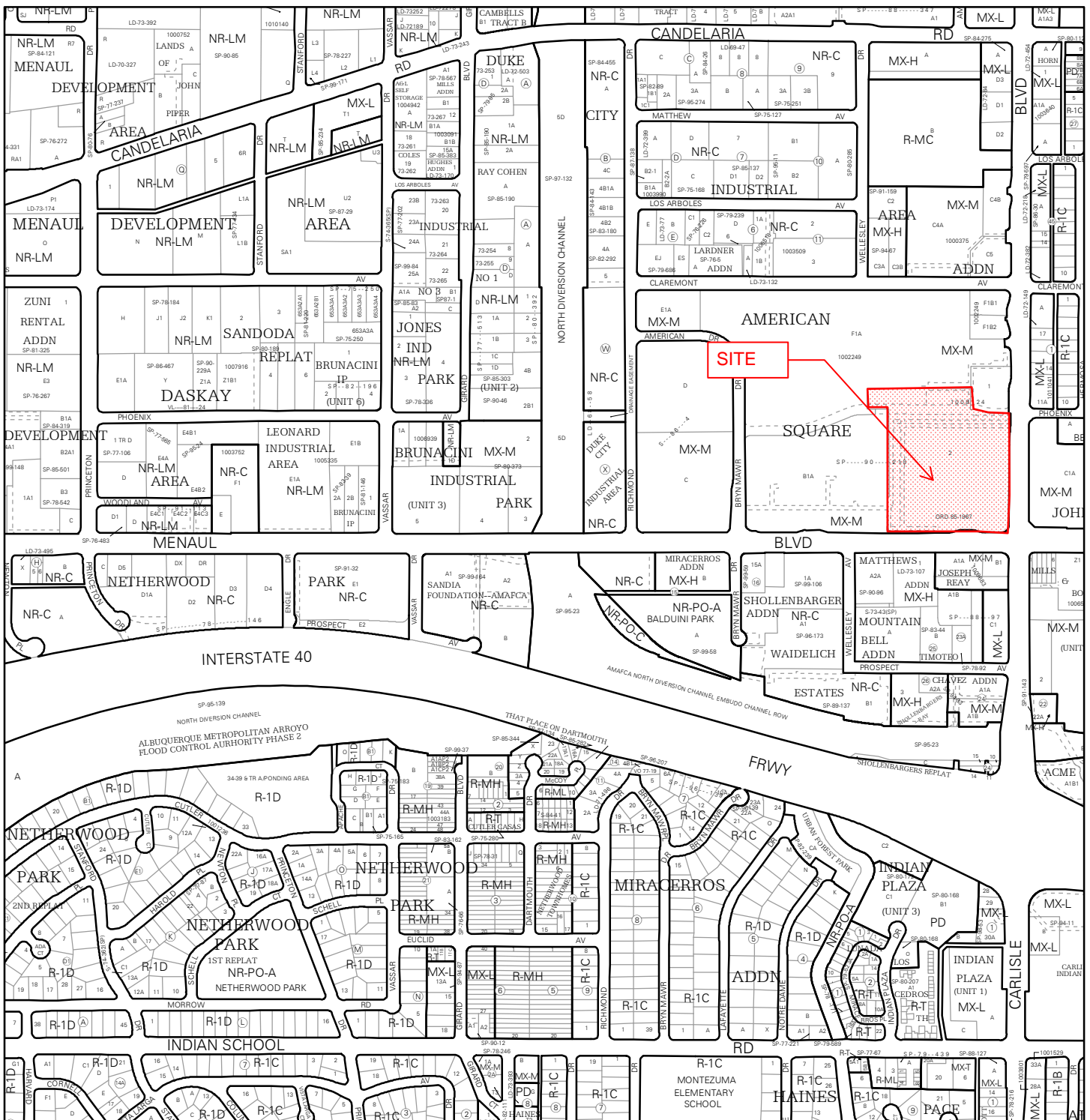
FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u>	<u>11/20/2025 4:12 PM MST</u>
Legal Department	<u>JS</u>	<u>11/20/2025 4:32 PM MST</u>
City Engineer	<u>EL</u>	<u>11/24/2025</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

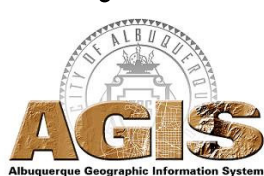
DISTRUBUTION:

Date: _____ By: _____
Received by City clerk 11/24/2025 [Signature]

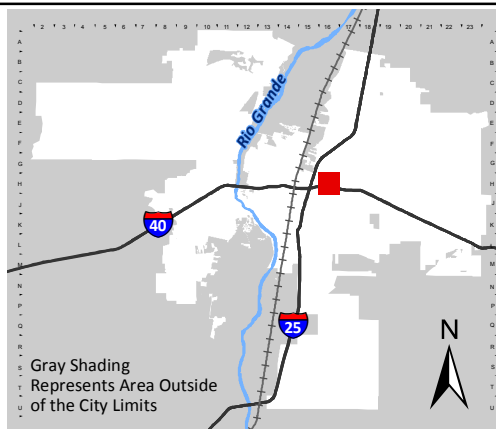


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

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:
H-16-Z

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

0 250 500 1,000 Feet