

No. of Lots: 247
Nearest Major Streets: _____
Colobel St. And 98th Street

FIGURE 12

SUBDIVISION IMPROVEMENTS AGREEMENT
PUBLIC AND/OR PRIVATE
(Procedure B-2)

Desert Sands Subdivision

CPN 747283

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 20th day of December, 2016, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and LGI Homes - New Mexico, LLC ("Subdivider"), a New Mexico Limited Liability Company, whose address is 9150 E. Del Camino Drive, Suite 118, Scottsdale, AZ 85258 and whose telephone number is (480) 294-1768, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as: Bulk Land Plat of Tracts A-1-A-1, and A-1-B-1, Lands of Salazar Family Trust, ET AL recorded on 10/24/2016 in the records of the Bernalillo County Clerk, Document No. 2016100063 (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by LGI Homes - New Mexico, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Desert Sands Subdivision Unit 1 describing Subdivider's Property.

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, 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 Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 15th day of December 2018, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 747283.

Doc# 2016119391

12/21/2016 03:17 PM Page 1 of 14
AGRE R \$25.00 Linda Stover, Bernalillo County



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) 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 Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

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

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The Subdivider 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:

<u>Type of Fee</u>	<u>Amount</u>
Engineering Fee	3.6 % of Actual Construction Cost
Excavation Permit Fees, Sidewalk Ordinance Fees, and Street Restoration Fees as required by City (Figure 7)	Approved Estimate

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

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

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Surv-Tek, and construction surveying of the private Improvements shall be performed by Surv-Tek. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Mark Goodwin & Associates, PA and inspection of the private Improvements shall be performed by Mark Goodwin & Associates, PA, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by NV5, Inc., and field testing of the private Improvements shall be performed by NV5, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefore.

5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider 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 Subdivision Ordinance requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: **Performance Bond**

Amount: **\$75,358.99**

Name of Financial Institution or Surety providing Guaranty: **International Fidelity Insurance Company**

Date City first able to call Guaranty: **December 15, 2018**

If Guaranty other than a Bond, last day City able to call Guaranty is: **NA**

Additional information: **Unit 1 - Deferred Waterline in 98th Street, 10% Contingency for Preliminary Plans**

6. **Notice of Start of Construction.** Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

7. **Completion, Acceptance and Termination.** When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) 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 Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

8. **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 Subdivider 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 of the Subdivision.

9. **Reduction of Financial Guaranty Upon Partial Completion.** The Subdivider 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 Subdivider must follow the procedures and meet the requirements detailed in the Development Process Manual, Volume 1, Chapter 5.

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 Subdivider 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 Subdivision Ordinance.

(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.

10. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of, or the failure to give, directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider 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.

12. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider'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.

13. Payment for Incomplete Improvements. If the Subdivider 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 Subdivider 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 Subdivider'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 Subdivider 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.

14. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider'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.

16. 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.

17. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

18. 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.

19. 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.

20. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City Legal Department on this form.

21. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: LGI Homes - New Mexico, LLC

CITY OF ALBUQUERQUE

By: [Signature]
Name: Kevin McAndrews
Title: Vice President of Land
Dated: 12/16/2016

By: [Signature]
Shahab Biazar, PE, City Engineer
Dated: 12/20/16

SUBDIVIDER'S NOTARY

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on this 16 day of December, 2016, Kevin McAndrews, Vice President of Land of LGI Homes, LLC.

My Commission Expires: December 31, 2018



[Signature]
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on this 20th day of December, 2016, by Shahab Biazar, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

My Commission Expires: 10-17-20



[Signature]
Notary Public

FIGURE 16
SUBDIVISION BOND
(Procedure B)

Bond No. 0706550

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we LGI HOMES – NEW MEXICO, LLC ("Subdivider") a New Mexico Limited Liability Company as "Principal", and International Fidelity Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE "City" in the penal sum of SEVENTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS ANT NINTY-NINE CENTS (\$75,358.99), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as DESERT SANDS ("Subdivision"), City Project No. 747283; and

WHEREAS, said Subdivision is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Subdivision Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision:

UNIT 1 - DEFERRED WATERLINE IN 98TH STREET ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between LGI HOMES – NEW MEXICO, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20 ____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. 0706550

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before DECEMBER 15TH, 2018 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 21st day of November 2016.

SUBDIVIDER

LGI HOMES – NEW MEXICO, LLC

By [signature:] 

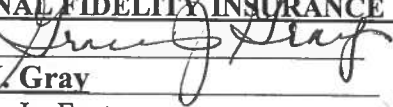
Name: Charles Merdian

Title: Chief Financial Officer

Dated: 11/22/2016

SURETY

INTERNATIONAL FIDELITY INSURANCE COMPANY

By [signature:] 

Name: Grace J. Gray

Title: Attorney-In-Fact

Dated: November 21, 2016

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

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, KATHLEEN M. O'BRIEN, DIANE J. WOJCIK, DONNA M. BISHOP, GRACE J. GRAY

North Adams, MA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of November 2016

MARIA BRANCO, Assistant Secretary



FINANCIAL GUARANTY AMOUNT

09/02/2016

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

Project ID #: 747283, Desert Sands Subdivision, Phase/Unit #: 1

Requested By: **Doug Hughes - Mark Goodwin & Associates**

	Approved estimate amount:		\$47,027.54
	Contingency Amount:	10.00%	\$4,702.75
	Subtotal:		\$51,730.29
	NMGRT	7.3125%	\$3,782.78
	Subtotal:		\$55,513.07
PO Box 1293	Engineering Fee	6.60%	\$3,663.86
	Testing Fee	2.00%	\$1,110.26
	Subtotal:		\$60,287.19
Albuquerque	FINANCIAL GUARANTY RATE		1.25
	Retainage Amount:		\$0.00
New Mexico 87103	TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$75,358.99</u>

www.cabq.gov

APPROVAL:

DATE:

09-06-2016

Notes: Unit 1 Deferred Waterline in 98th Street, 10% Contingency for Prelim. Plans

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: August 23, 2016

Date Site Plan Approved: 8-24-16

Date Preliminary Plat Approved: 8-24-16

Date Preliminary Plat Expires: 8-24-17

DRB Project No.: 1005224

DRB Application No.: _____

INFRASTRUCTURE LIST

EXHIBIT "A"

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

Desert Sands Subdivision Units 1 and 2

PROPOSED NAME OF PLAT ~~DESERT SANDS SUBDIVISION UNITS 1 AND 2~~

Tracts A-1-A and A-1-B of the Lands of Salazar Family Trust
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City. Unit 1 must precede Unit 2.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement PAVING	Unit 1 Infrastructure Location		Private Inspector	City Inspector	City Cnst Engineer
				From	To			
		14'	Collector Paving to complete 40' FF C&G (south side only)	Colobal Ave	98 th St.	/	/	/
		6'	Sidewalk (South side only)			/	/	/
		36' FF	Major Local Paving C&G (both sides)	Pauza Dr.	Colobal Ave	/	/	/
		6'	Sidewalk (both sides)			/	/	/
		28' FF	Major Local Paving C&G (both sides)	Pauza Dr.	Artemisia Ave	/	/	/
		4'	Sidewalk (west side)			/	/	/
		4'	Sidewalk (east side) ⁽¹⁾			/	/	/
		28' FF	Local Residential Paving C&G (both sides)	Pauza Dr.	Farnosa Ave.	/	/	/
		4'	Sidewalk (both sides)			/	/	/
		26' FF	Local Residential Paving C&G (both sides)	Bosque de Oro Dr.	Artemisia Ave	/	/	/
		4'	Sidewalk (both sides) ⁽¹⁾			/	/	/
		28' FF	Local Residential Paving C&G (both sides)	Tierra Dorado Dr.	Artemisia Ave	/	/	/
		4'	Sidewalk (both sides) ⁽¹⁾			/	/	/

ORIGINAL

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

Financially Guaranteed DRB #	Constructed Under DRB #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector P.E.	City Crst Engineer
							/	/
							/	/

Approval of Creditable Items: _____ Date _____

Impact Fee Administrator Signature _____ Date _____ City User Dept. Signature _____ Date _____

- 1 Sidewalks to be Deferred per the approved sidewalk deferral exhibit.
- 2 Street Lights Per DPM
- 3 Water Infrastructure includes Valves, Fittings, Valve Boxes, Fire Hydrants, and Appurtenances.
- 4 Sanitary Sewer includes manholes and service connection to property line
- 5 Storm Drain includes manholes & inlets and Storm Drain sizes shall be per DRC final design and analysis.
- 6 Engineer's Certification of Private Grading & Drainage per DPM for release of SIA & Financial Guaranty's. Earthwork and private retaining walls will not be financially guaranteed.
- 7 Construction of the 12" waterline in 98th St. between Colobel Ave and Sacate Blanco is to be deferred to a later date and may be replaced by a looped waterline east of 98th St. at the time of the future development of the property east of 98th St. The line in 98th St. is to be financially guaranteed and not constructed with Unit 1.

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT / OWNER: _____

James D. Hughes
NAME (print)

Mark Goodwin & Assoc.
FIRM

James D. Hughes 8-23-2016
SIGNATURE - date

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: N/A

DRC CHAIR - date: *J.D.* 8-24-16

TRANSPORTATION DEVELOPMENT - date: *Rogay M. Al-Husseini* 8/24/16

UTILITY DEVELOPMENT - date: *Michael Lee* 8/24/16

CITY ENGINEER - date: _____

AMAFCA - date: _____

PARKS & RECREATION DEPARTMENT - date: *Carol S. Dumont* 8-24-16

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER