



COMPLETED 09/02/10 SH  
DRB CASE ACTION LOG - FINAL PLAT

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 10DRB-70213 Project # 1007263  
Project Name: FOUR HILLS VILLAGE 21<sup>ST</sup> INSTALLMENT - TBKA Lots 1-6  
Agent: BOHANNAN HUSTON INC. Phone No.:

Your request was approved on 8-18-10 by the DRB with delegation of signature(s) to the following departments.

**OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED**

TRANSPORTATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITIES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY ENGINEER / AMAFCA: - letter of acceptance  
\_\_\_\_\_  
\_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLANNING (Last to sign): - to record  
\_\_\_\_\_  
\_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
- The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
  - 3 copies of the approved site plan. Include all pages.**
  - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
  - Property Management's signature must be obtained prior to Planning Department's signature.**
  - AGIS DXF File approval required.**
  - Copy of recorded plat for Planning.**
- OK

Created On:



# DRB CASE ACTION LOG - FINAL PLAT

REVISED 10/08/07

This sheet must accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments are addressed.

DRB Application No.: 10DRB-70213 Project # 1007263  
 Project Name: FOUR HILLS VILLAGE 21<sup>ST</sup> INSTALLMENT - TBKA Lots 1-6  
 Agent: BOLANNAN HUSTON INC Phone No.:

Your request was approved on 8-18-10 by the DRB with delegation of signature(s) to the following departments.

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED

TRANSPORTATION: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

UTILITIES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY ENGINEER / AMAFCA: - letter of acceptance  
 \_\_\_\_\_  
 \_\_\_\_\_

PARKS / CIP: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PLANNING (Last to sign): - for record  
 \_\_\_\_\_  
 \_\_\_\_\_

- Planning must record this plat. Please submit the following items:**
- The original plat and a mylar copy for the County Clerk.
  - Tax certificate from the County Treasurer.
  - Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
  - Tax printout from the County Assessor.
    - 3 copies of the approved site plan. Include all pages.
    - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.
    - Property Management's signature must be obtained prior to Planning Department's signature.
    - AGIS DXF File approval required.
    - Copy of recorded plat for Planning.

Created On:

**7263**

### DXF Electronic Approval Form

DRB Project Case #: 1007263

Subdivision Name: FOUR HILLS VILLAGE 21 ST INSTALLMENT LOTS 1 - 6

Surveyor: ROBERT GROMATZKY

Contact Person: MARY COLE

Contact Information: 798-7826

DXF Received: 8/18/2010

Hard Copy Received: 8/18/2010

Coordinate System: NMSP Grid (NAD 83)

  
Approved

08-18-2010  
Date

\* The DXF file cannot be accepted (at this time) for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGIS Use Only**  
Copied fc **7263** to agiscov on **8/18/2010** Contact person notified on **8/18/2010**

RELEASE OF AGREEMENT

TITLE OF PROJECT: FOUR HILLS 21<sup>ST</sup> INSTALLMENT  
 SUBDIVIDER: NASER ALIKHANI  
 CITY PROJECT NO: 523381

THIS RELEASE IS EXECUTED THIS 21<sup>st</sup> DAY OF August 2010

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and [name of subdivider/developer:] NASER ALIKHANI ("Subdivider"), entered into a (name of agreement:) Subdivision Improvements Agreement Procedure B ("Agreement"), dated the 27<sup>TH</sup> day of October 2009 recorded on October 29, 2009, in the records of the Clerk of Bernalillo County, New Mexico at Doc#: 2009120057, pages 1 through 9 whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the Subdivider has completed the improvements to the satisfaction of the City and has otherwise fully performed all of its obligations under the above-mentioned Agreement.

NOW THEREFORE, in consideration of the above, the City does hereby release and discharge Subdivider from all obligations and covenants contained in the above-mentioned Agreement. The indemnity provisions of the Subdivision Improvements Agreement in favor of the City shall remain in effect. Any performance/warranty bond or labor and material payment bond provided by the Subdivider shall remain in effect according to the terms of those bonds.

APPROVED BY:

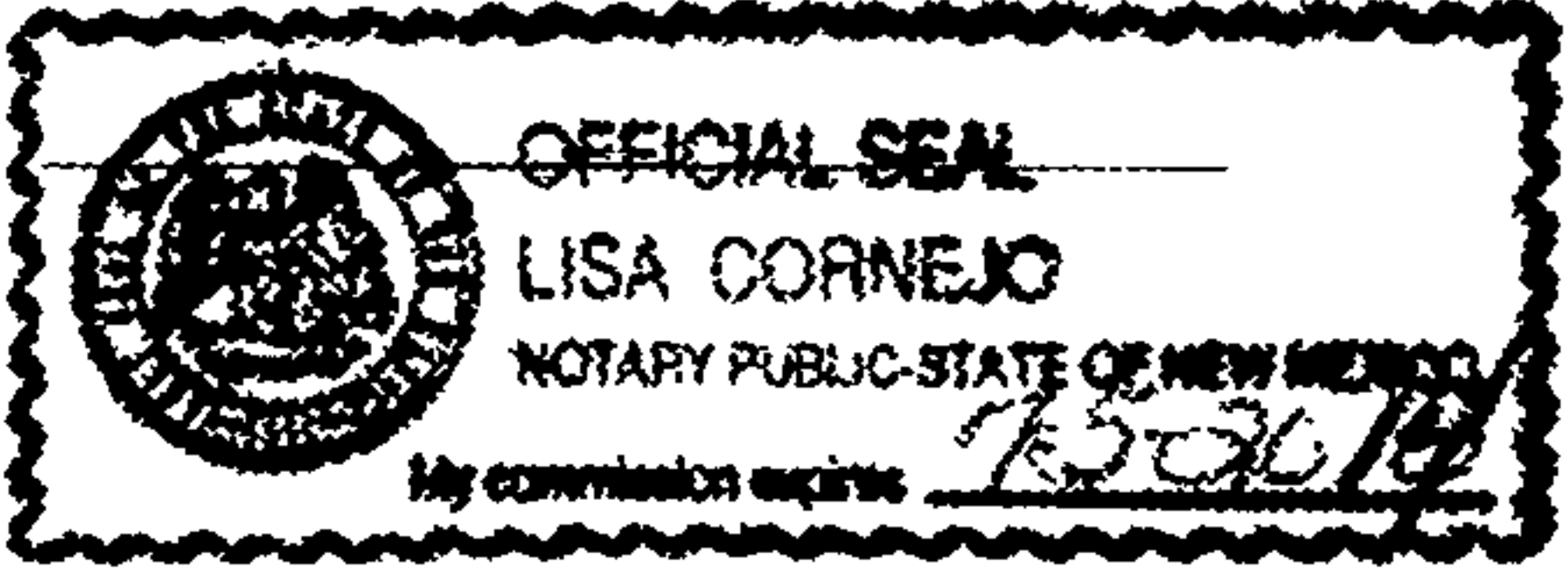
for [Signature] City Engineer  
 Development & Building Services *Ux 8/26/10*

Dated: 8-27-10 *8-18-10*

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

This instrument was acknowledged before me on 27 day of August, 2010,  
*Jane Kell for*  
 by Richard Dourte, City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

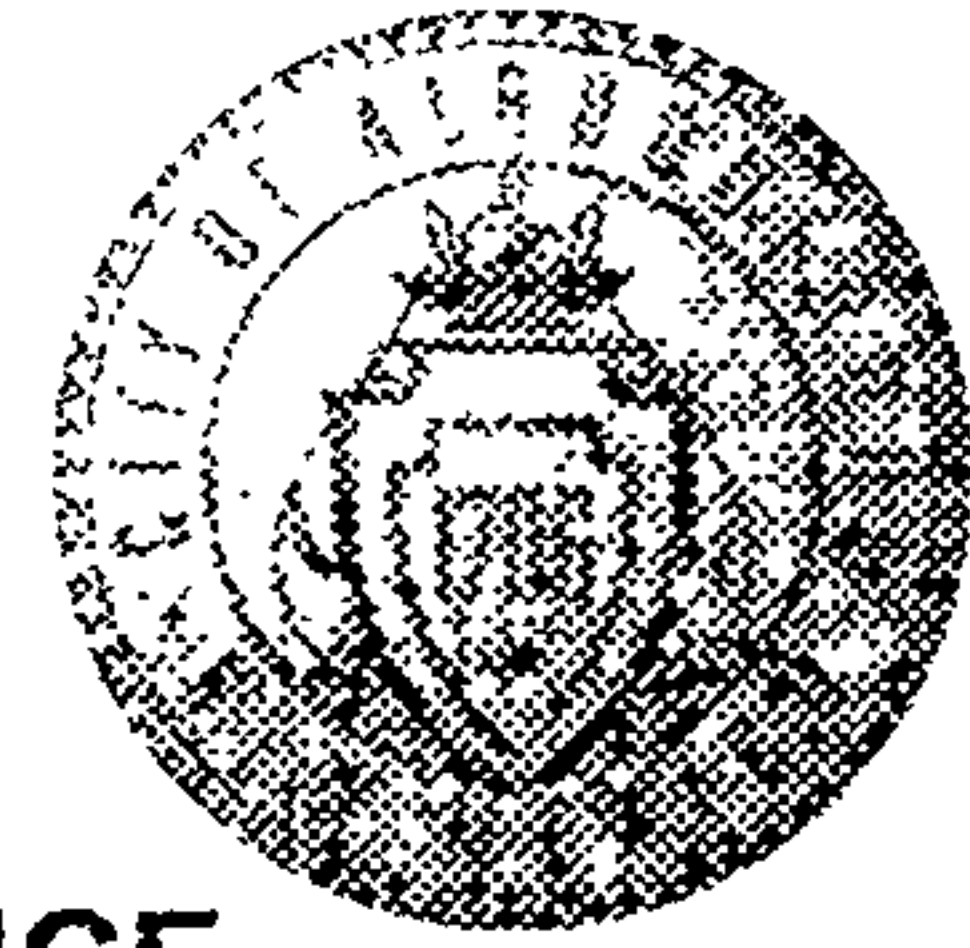
My Commission Expires:



[Signature] Notary Public

# CITY OF ALBUQUERQUE

August 16, 2010



## CERTIFICATE OF COMPLETION AND ACCEPTANCE

Naser Alikhani, Owner  
**NASER ALIKHANI**  
13816 Winterwood Way SE  
Albuquerque, NM 87123

RE: FOUR HILLS VILLAGE 21<sup>ST</sup> INSTALLMENT  
Project Number: 523381

Dear Mr. Alikhani,

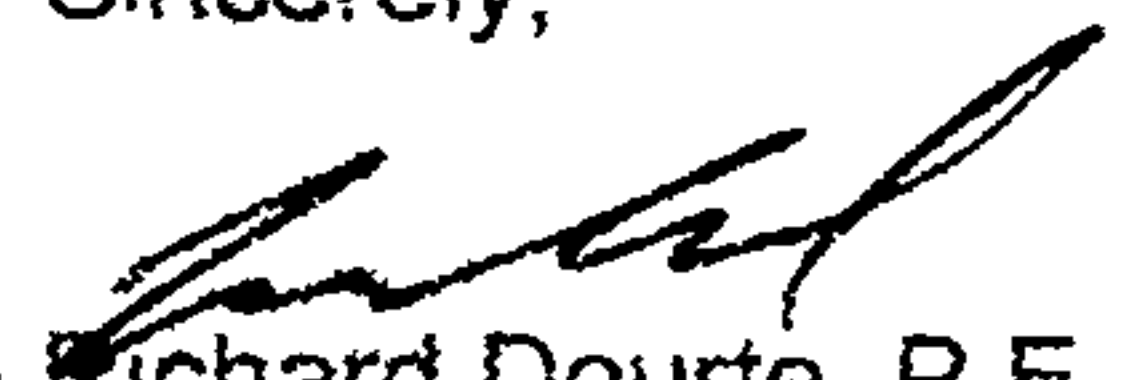
This is to certify that the City of Albuquerque accepts the construction of the infrastructure provided in the Work Order Construction Plans, City Project No. 523381. The work was completed pursuant to the required infrastructure listed in the Subdivision Improvements Agreement (SIA) Procedure B, between **Naser Alikhani** and the City of Albuquerque executed on October 27, 2009.

Having satisfied the requirements referenced above, the SIA and any associated Financial Guaranty, held by the City, can now be released. Any performance/warranty bond and the indemnity and hold harmless provisions of the SIA in favor of the City shall remain in effect. The contractor's warranty period will begin August 16, 2010 and is effective for a period of one (1) year.

Please be advised this Certificate of Completion and Acceptance shall only become effective upon final plat approval and filing in the Bernalillo County Clerk's office.

Should you have any questions or issues regarding this project, please contact me at (505) 924-3996.

Sincerely,

*for*   
Richard Dourte, P.E.  
City Engineer  
Development & Building Services  
Planning Department

*He Gladis*

*8-18-10*

cc: Bohannan-Huston (e-mail)  
Khani Company (e-mail)  
Vincent Paul, DMD Maps & Records (e-mail)  
Barbara A. Romero, DMD Street Maintenance (e-mail)  
Paul Baca, DMD Street Maintenance (e-mail)  
David Rodriguez, ABCWUA Maps & Records (e-mail)  
Martin Sanchez, ABCWUA Maps & Records (e-mail)  
SIA File. City Project Number 523381

PO Box 1293

Albuquerque

NM 87105

www.cabq.gov

HEARINGS DATE 8-1-10 (FF)



## DRB CASE ACTION LOG *(Final Plat)*

This sheet ***must*** accompany your plat or site plan to obtain delegated signatures. Return sheet with **site plan/plat** once comments have been addressed.

DRB Application No.: 10DRB-70201

Project # 1007263

Project Name: *Four Hills Village 21<sup>st</sup> Installment TBKA Lots 1-6*

Agent: *Bohannan Huston Inc*

Phone No.:

\*\*Your request was approved on \_\_\_\_\_ by the DRB with delegation of signature(s) to the following departments.\*\*

### OUTSTANDING SIGNATURES COMMENTS TO BE ADDRESSED:

- TRANSPORTATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ABCWUA:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- CITY ENGINEER / AMAFCA:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- PARKS / CIP:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- PLANNING (Last to sign):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Planning must record this plat. Please submit the following items:**

- The original plat and a mylar copy for the County Clerk.
- Tax certificate from the County Treasurer.
- Recording fee (checks payable to the County Clerk). **RECORDED DATE:** \_\_\_\_\_
- Tax printout from the County Assessor.
  - 3 copies of the approved site plan. Include all pages.**
  - County Treasurer's signature must be obtained prior to the recording of the plat with the County Clerk.**
  - Property Management's signature must be obtained prior to Planning Department's signature.**
  - AGIS DXF File approval required.**
  - Copy of recorded plat for Planning.**

# A City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

### Supplemental form

#### SUBDIVISION

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

#### SITE DEVELOPMENT PLAN

- for Subdivision Purposes
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

#### STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z

V

P

D

L A

#### ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)

#### APPEAL / PROTEST of...

- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeal

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

#### APPLICATION INFORMATION:

Professional/Agent (if any): Bohannon Huston, Inc. PHONE: (505) 823-1000  
 ADDRESS: 7500 Jefferson NE FAX: (505) 798-7988  
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: \_\_\_\_\_  
 APPLICANT: Khani Company - Naser Alikhani PHONE: 505.299.1000  
 ADDRESS: 102 Highway 66 East FAX: \_\_\_\_\_  
 CITY: Albuquerque STATE NM ZIP 87123 E-MAIL: \_\_\_\_\_  
 Proprietary interest in site: Owner List all owners: \_\_\_\_\_

DESCRIPTION OF REQUEST: Final Plat Approval

Is the applicant seeking incentives pursuant to the Family Housing Development Program?  Yes  No.

#### SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. A-1 (TBK LTS 1-6) Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Four Hills Village  
 Existing Zoning: R-1 Proposed zoning: R-1 MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): M-23 UPC Code: 102305529851710436

#### CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_, Z\_, V\_, S\_, etc.): 1007263

#### CASE INFORMATION:

Within city limits?  Yes Within 1000FT of a landfill?  NO  
 No. of existing lots: 1 No. of proposed lots: 6 Total area of site (acres): 7.2734  
 LOCATION PROPERTY BY STREETS: On or Near: Hideaway Lane and Warm Sands Drive  
 Between: Open Space and Hideaway Lane

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE Robert Gromatzer DATE 8/2/10  
 (Print) ROBERT GROMATZER Applicant  Agent

#### FOR OFFICIAL USE ONLY

Form revised 9/01, 3/03, 7/03, 10/03, 04/04

INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input checked="" type="checkbox"/> All checklists are complete	<u>10 DRB - 70213</u>	<u>FP</u>	<u>5(3)</u>	<u>\$ 0</u>
<input checked="" type="checkbox"/> All fees have been collected		<u>CMF</u>		<u>\$ 20.00</u>
<input checked="" type="checkbox"/> All case #s are assigned				\$
<input checked="" type="checkbox"/> AGIS copy has been sent				\$
<input type="checkbox"/> Case history #s are listed				\$
<input checked="" type="checkbox"/> Site is within 1000ft of a landfill				\$
<input checked="" type="checkbox"/> F.H.D.P. density bonus				\$
<input checked="" type="checkbox"/> F.H.D.P. fee rebate				\$
	Hearing date <u>08/11/10</u>			Total <u>\$ 20.00</u>

Sandy Handley 08/02/10  
 Planner signature / date

Project # 1007263



**FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING**

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

**SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.

- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- List any original and/or related file numbers on the cover application

**EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.

- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Copy of DRB approved infrastructure list
  - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
  - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.**

**MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.

- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations & cross sections of perimeter walls **3 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Copy of recorded SIA
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- List any original and/or related file numbers on the cover application
- DXF file and hard copy of final plat data for AGIS is required.

**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- Signed & recorded Final Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
- Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- Fee (see schedule)
- List any original and/or related file numbers on the cover application
- Infrastructure list if required (**verify with DRB Engineer**)
- DXF file and hard copy of final plat data for AGIS is required.

**AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.

- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year**

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

ROBERT GROMATZKY  
Applicant name (print)  
Robert Gromatzky 8-270  
Applicant signature / date



Form revised October 2007

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
1007263 - 70213  
\_\_\_\_\_  
\_\_\_\_\_

Sandy Handley 08/02/10  
Planner signature / date  
Project # 1007263

Courtyard I  
7500 Jefferson St NE  
Albuquerque, NM  
87109-4335

[www.bhinc.com](http://www.bhinc.com)

voice: 505.823.1000  
facsimile: 505.798.7988  
toll free: 800.877.5332

August 2, 2010

Mr. Jack Cloud  
Development Review Board Chair  
City of Albuquerque  
Planning Department  
P.O. Box 1293  
Albuquerque, NM 87103

Re: COA Project number 1007263: Four Hills Village Final Plat


Dear Jack,

Submitted herewith are the following documents associated with the subject request:

1. 6 copies Proposed Final Plat.
2. 1 copy Signed and recorded Final Pre-Development Facilities Fee Agreement.
3. Authorization letter.
4. Recorded SIA.
5. Zone Atlas Map
6. Final Plat Application

Submitted for DRC Final Plat approval. Please review this new information and let Paul Wymer or me know if you have comments or questions.

Sincerely,



Robert Gromatzky, NMPS  
Project Manager  
Surveying Group

RAG/bjg  
Enclosures

cc: Naser Alikhani, Khani Co.

**ENGINEERING ▲**

**SPATIAL DATA ▲**

**ADVANCED TECHNOLOGIES ▲**

No. of Lots: 6  
Nearest Major Streets:  
Warms Sands Lane  
Hideaway Place

FIGURE 12

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

AGREEMENT TO CONSTRUCT  
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 27<sup>th</sup> day of October, 2009, 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 Naser Alikhani ("Subdivider"), a married man dealing in sole and separate property [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] New Mexico Corporation, whose address is 13816 Winterwood Way SE, Albuquerque NM 87123 and whose telephone number is (505) 681-9181, 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 [existing legal description:] Unplatted Tract within Section 35, T10N, R4E, NMPM, recorded on in the records of the Bernalillo County Clerk at Book D351A, pages 986 through 987 (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by Nasar Alikhani [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Four Hills Village 21<sup>st</sup> Installment 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 3 day of June, 2010 ("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. 523381.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the

Doc# 2009120057

10/29/2009 01:21 PM Page 1 of 9  
AGRE R. \$25.00 M Toulouse Oliver, Bernalillo County



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 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>
<u>Engineering Fee</u>	<u>3.25% of Actual Construction Cost as required per City-approved estimate.</u>
<u>Excavation and Sidewalk Ordinance, Street Restoration Fees</u>	<u>(Figure 7).</u>

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 Bohannon Huston, and construction surveying of the private Improvements shall be

performed by N/A. 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 Bohannon Huston Inc., and inspection of the private Improvements shall be performed by N/A, 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 Geo-Test Inc., and field testing of the private Improvements shall be performed by N/A, 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 therefor.

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: Not requesting final plat at this time  
Amount: \$N/A  
Name of Financial Institution or Surety providing Guaranty:

---

Date City first able to call Guaranty: \_\_\_\_\_  
[Construction Completion Deadline]: \_\_\_\_\_ 20\_\_.  
If Guaranty other than a Bond, last day City able to call Guaranty  
is:

\_\_\_\_\_, 20\_\_.  
Additional information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

CITY OF ALBUQUERQUE

By [Signature]: Naser Alikhani

[Signature]

Name: Naser Alikhani  
Title: Owner  
Dated: 8/28/2009

City Engineer  
Dated: 10-27-09

[Signature] 10/26/09

10-22-09

SUBDIVIDER'S NOTARY

STATE OF New Mexico )  
 ) ss.  
COUNTY OF Bernalillo )

This instrument was acknowledged before me on this 28th day of August, 2009 by [name of person:] Naser Alikhani, [title or capacity, for instance, "President" or "Owner":] of [Subdivider:]

[Signature]  
Notary Public  
Adrian Otto

My Commission Expires:  
February 14, 2012

CITY'S NOTARY

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

This instrument was acknowledged before me on 27th day of October, 2009 by Richard Baez, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires:  
10-27-12

EXHIBIT A AND POWER OF ATTORNEY ATTACHED  
POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the subdivider is not the owner of the Subdivision.

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:]  
\_\_\_\_\_  
("Owner"), of [address:]  
[City:] \_\_\_\_\_, [state:] \_\_\_\_\_ [zip code:] \_\_\_\_\_  
, hereby makes, constitutes and appoints [name of subdivider:]

ORIGINAL

PHASE I INFRASTRUCTURE IMPROVEMENTS  
TO AVOID RISK IS PROBLEMS AND PREVENT  
DEVELOPMENT OF NEW ROAD (OR B) REQUIRED INFRASTRUCTURE LIST

FOUR HILLS VILLAGE PHASE I INSTALLMENT

Following is a summary of PUBLIC INFRASTRUCTURE IMPROVEMENTS required to be constructed or improved for the above development. The listing is not necessarily a complete listing. During the SA process under a final approval by the DRC Check (Department and agreement), if such approvals are obtained, those mentioned in the listing will be incorporated accordingly. In addition, any unmentioned items which arise during construction of the development, if the DRC Check determines that approval items and/or infrastructure items have not been included in the infrastructure listing, the DRC Check may include those items in the listing and related financial guarantees. Likewise, if the DRC Check determines that approval items and/or infrastructure items can be obtained from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such changes require approval by the DRC Check (Department and agreement). If such approvals are obtained, those mentioned in the listing will be incorporated accordingly. In addition, any unmentioned items which arise during construction which are necessary to complete the project and which remain the responsibility of the developer will be included as a condition of project approval and cover out by the City.

Item	Location	From	To	Private Inspector	City Inspector	City Engineer
------	----------	------	----	-------------------	----------------	---------------

PUBLIC ROADWAY IMPROVEMENTS

Item	Location	From	To	Private Inspector	City Inspector	City Engineer
SPRINKLER	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
27' R/W	ADJACENT TO WEST SIDE	EXISTING CLUB HOUSE	ADJACENT TO WEST SIDE			
27' R/W	ADJACENT TO WEST SIDE	EXISTING CLUB HOUSE	ADJACENT TO WEST SIDE			
27' R/W	ADJACENT TO WEST SIDE	EXISTING CLUB HOUSE	ADJACENT TO WEST SIDE			

52338	
52338	
52338	

PUBLIC SANITARY SEWER IMPROVEMENTS

Item	Location	From	To	Private Inspector	City Inspector	City Engineer
SANITARY SEWER	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
SANITARY SEWER	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
SANITARY SEWER	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			

52338	
52338	
52338	

PUBLIC WATERLINE IMPROVEMENTS

Item	Location	From	To	Private Inspector	City Inspector	City Engineer
NECESSARY TRS, AIRS & PUS	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
REMOVAL OF EX. WL	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
WATERLINE W/ REC. VALVES	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			
WATERLINE W/ REC. VALVES	ADJACENT TO CLUB HOUSE	EXISTING CLUB HOUSE	ADJACENT TO CLUB HOUSE			

52338	
52338	
52338	
52338	




SIA  
Sequence #

COA DRC  
Project #

Sub

Type of Improvement

Location

From

To

Private  
Inspector

City  
Inspector

City/Cust  
Engineer

PHASE 1: EXISTING DRAINAGE AND DRAINAGE IMPROVEMENTS



RETENTION FUND  
WITH AGREEMENT AND COVENANT  
RETAINING WALL FOR ALDFRG  
LAKE ON LOTS 2, 3 & 4  
UNAPPROX

LOCATED ROAD

NOT INSIDE OF HAMMERHEAD TERMINUS

A CRACKING AND DRAINAGE CERTIFICATION OF THE RETENTION FUND IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEES

THERE IS NO LANDSCAPING PROPOSED WITHIN THE PUBLIC RIGHT OF WAY AT THIS TIME THERE ARE NO IMPROVEMENTS BEING PROPOSED IN COA PUBLIC OPEN SPACE AT THIS TIME

THERE ARE NO VEHICULAR ROADWAY IMPROVEMENTS PROPOSED WITH THIS REQUEST CONNECTING THE SUBJECT PROPERTY TO THE PROPERTY NORTH OF AND ADJUTTING IT.

NOTE: STREET LIGHTS AS PER COA DPH

REVIEWER  
PREPARED BY: PRINT NAME

JSC/JD

DATE

07-22-09 Christina Sandoval 7/22/09  
PARKS & GENERAL SERVICES

APPROVED  
SIGNATURE

06/01/09

DATE

TRANSPORTATION DEVELOPMENT

DATE

7-22-09

CITY ENGINEER

DATE

7/22/09

NO QUALITY TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRE EXTENSION

DATE

DATE

REVISION

DATE

DRC CHAIR

DESIGN REVIEW COMMITTEE REVISIONS

USER DEPARTMENT

ACENT OFFICER


July 28, 2010

RE: Agent Authorization for Lots 1 Thru 6 Four Hills Village 21<sup>st</sup> Installment.

To Whom It May Concern:

This letter authorizes representatives of Bohannan Huston, Inc. to act as agent to submit the Subdivision Plat for Lots 1 Thru 6 Four Hills Village 21<sup>st</sup> Installment. Please contact me with any questions or concerns.

Sincerely,

 7/29/10  
\_\_\_\_\_  
Naser Alikhani, Owner

1007263



ALBUQUERQUE PUBLIC SCHOOLS

Capital Master Plan

Expect Great Things!

M. Elizabeth Everitt, Ph D.  
SUPERINTENDENT

### Pre-Development Facilities Fee (PDFF) Cover Sheet

**PDFF agreements received by 5PM Thursday will be ready for pick up by 8AM on the following Tuesday.**

Please drop off and pick up all Pre-Development Facilities Fee agreements at APS' Capital Master Plan office. The office is located in Suite 9, 2nd floor, of the Lincoln Building at 915 Locust St SE. A map to our offices is located at: <http://construction.voteaps.com/LincolnMap.html>

**Project #** (if already assigned by DRB/EPC) 1007263

**Please check one:**

**Preliminary PDFF**  
(Preliminary PDFF are required for preliminary plat submittals.)

**Final PDFF**  
(Final PDFF are required for final plat submittals and **must be recorded** prior to DRB hearing)

**Project Information**

Subdivision Name Four Hills Village 21st Installment

Location of Project (address or major cross streets) Four Hills near Warm Sands Drive

Proposed # of Units: 12 Single-Family \_\_\_\_\_ Multi-Family

Note: A single-family unit is a single-family, detached dwelling unit.

**Contact Information**

Name Paul Wymer

Company Bohannon Huston, Inc.

Phone (505) 823-1000

E-mail pwymer@bhinc.com

**Please include with your submittal:**

- Zone Atlas map with the entire property(ies) precisely and clearly outlined
- Copy of a plat or plan for the proposed project
- List of legal description (e.g. lot, block) and street address for each lot (**for final plat only**)
- Please include project number on the top right corner of all documents
- Please paper clip all submitted documents (for ease of making copies)

**FOR OFFICIAL USE ONLY**

APS Cluster Manzano  
Preliminary PDFF Date Submitted 11/15/2009  
Preliminary PDFF Date Completed \_\_\_\_\_

Final PDFF Date Submitted \_\_\_\_\_  
Final PDFF Date Completed \_\_\_\_\_

DRB Project # 1007263

APS Cluster Manzano

EXHIBIT A

PRELIMINARY  
PRE-DEVELOPMENT FACILITIES FEE AGREEMENT

THIS AGREEMENT is made by and between the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, New Mexico ("Albuquerque Public Schools" or "APS"), a public school district organized and existing pursuant to the laws of New Mexico, and KITANI COMPANY ("Developer") effective as of this 16<sup>th</sup> day of JANUARY, 2009, and pertains to the subdivision commonly known as

FOUR HILLS VILLAGE 21<sup>ST</sup> INSTANT and more particularly described as use current legal description  
A certain tract of land situate within Section 35, Township 10 North, Range 4 East, N.M.P.M., Bernalillo County, New Mexico, being a portion of Tract A-1 Plat of Survey of Four Hills Village, Book C11, Page 199 filed March 4, 1977 in the office of the Bernalillo County Clerk and being the same as described in a Warranty Deed recorded in the Office of the County Clerk of Bernalillo County, New Mexico on January 19, 1989 in Book D351A, pages 986-987 as document no. 894369 and being more particularly described as follows:  
(the "Subdivision".)

WHEREAS, In order to provide for APS becoming more knowledgeable of development plans within the City so that APS may better plan for future growth, the City of Albuquerque requires that APS approve the plat(s) for any new subdivision; and

WHEREAS, Developer is proposing the development of a new subdivision, and requires APS approval of the plat for said subdivision; and

WHEREAS, Developer is the owner of the real estate being subdivided and platted; and

WHEREAS, Developer is required by the Albuquerque Subdivision Ordinance to provide appropriate infrastructure and improvements as a condition of developing a subdivision; and

WHEREAS, as a condition of approving such plat APS requires the provision of appropriate infrastructure and facilities or the payment of a facilities fee for each new residence to be constructed to help defray the cost of school construction, expansion, or maintenance;

THEREFORE, in consideration of the mutual promises contained herein, APS and Developer agree as follows:

1. Developer agrees that a facilities fee will be paid to APS for each dwelling unit to be constructed in the Subdivision.
2. The amount of the fee shall be:
  - If the building permit is issued on or after January 1, 2007, the fee shall be \$1875 per dwelling unit.

Doc# 2010043756

05/21/2010 09:40 AM Page: 1 of 3  
AGRE R \$13.00 M Toulouse Oliver, Bernalillo County

Rev 11/13/06



DRB Project # 1007263

APS Cluster Manzano

- If the building permit is issued on or after July 1, 2008, the fee shall be \$2425 per dwelling unit.
- If the permit is issued on or after January 1, 2010, the fee shall be \$2975 per dwelling unit.

The fee for each dwelling unit in multi-family residential structures shall be sixty percent (60 %) of the fee for a single family home. "Multi-family residential structure" means any type of residential property other than single-family houses (one single family, detached dwelling unit per lot).

3. Developer agrees that the fee shall be paid to APS at or before the issuance of any building permit for any lot or other parcel of property subject to this agreement.
4. Developer may satisfy all or part of its obligations under this contract by transferring improved or unimproved property to APS, provided that APS must agree to the transfer and to the value placed on the transferred property. APS, upon accepting such transfer, shall credit Developer with an amount equal to the agreed value, and the developer may designate the lot(s) to which such amount(s) shall be applied in satisfaction of its obligations hereunder.
5. This contract may be recorded in the office of the County Clerk of Bernalillo and/or Sandoval County, and shall serve as notice of the Developer's obligation to pay facilities fees. Developer shall include on the plat of the Subdivision a statement that "The property on this plat is subject to a Pre-Development Facilities Fee Agreement with the Albuquerque Public Schools, recorded at [recording data]."
6. APS, through its Facilities Fee Administrator, will provide a Payment Acknowledgement in the form attached hereto to the Developer reflecting receipt of the facilities fee (or equivalent compensation as described in paragraph 4 above), which form may be given to the City to show satisfaction of the fee obligation and satisfy that condition for receiving building permits. Developer may record that Payment Acknowledgment in the real estate records of Bernalillo or Sandoval County, but APS shall not be responsible for paying any recording fees nor shall APS be responsible for recording any such documents with the office of the County Clerk or any other office.

DRB Project # 1007263

APS Cluster MAZZANO

Naser Alikhani  
Signature

NASER ALIKHANI  
Name (typed or printed) and title

KHANI COMPANY  
Developer

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

This instrument was acknowledged before me on 15<sup>th</sup> of Jan 2009, by Naser Alikhani  
as President of Khani Company a corporation.

(Seal)

Norrie M. Ortega  
Notary Public

My commission expires: 5/6/09

ALBUQUERQUE PUBLIC SCHOOLS

By: [Signature]  
Signature

Kizito Wijenje, Director, Capital Master Plan

Name (typed or printed) and title

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO

This instrument was acknowledged before me on January 15, 2009, by Kizito Wijenje  
as Director of CMP of the Albuquerque Municipal School  
District No. 12, Bernalillo and Sandoval Counties, a school district organized and existing under  
the laws of the State of New Mexico.

(Seal)

Paul L. Winters  
Notary Public

My commission expires: May 18, 2011