



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

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

<b>BRIEF DESCRIPTION OF REQUEST</b>

<b>APPLICATION INFORMATION</b>		
Applicant/Owner:		Phone:
Address:		Email:
City:	State:	Zip:
Professional/Agent (if any):		Phone:
Address:		Email:
City:	State:	Zip:
Proprietary Interest in Site:	List <u>all</u> owners:	

<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>		
Lot or Tract No.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s):	Existing Zoning:	Proposed Zoning
# of Existing Lots:	# of Proposed Lots:	Total Area of Site (Acres):

<b>LOCATION OF PROPERTY BY STREETS</b>		
Site Address/Street:	Between:	and:

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

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature:	Date:
Printed Name:	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent

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

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

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

**\_ TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**

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

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

**\_ EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**

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

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

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

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

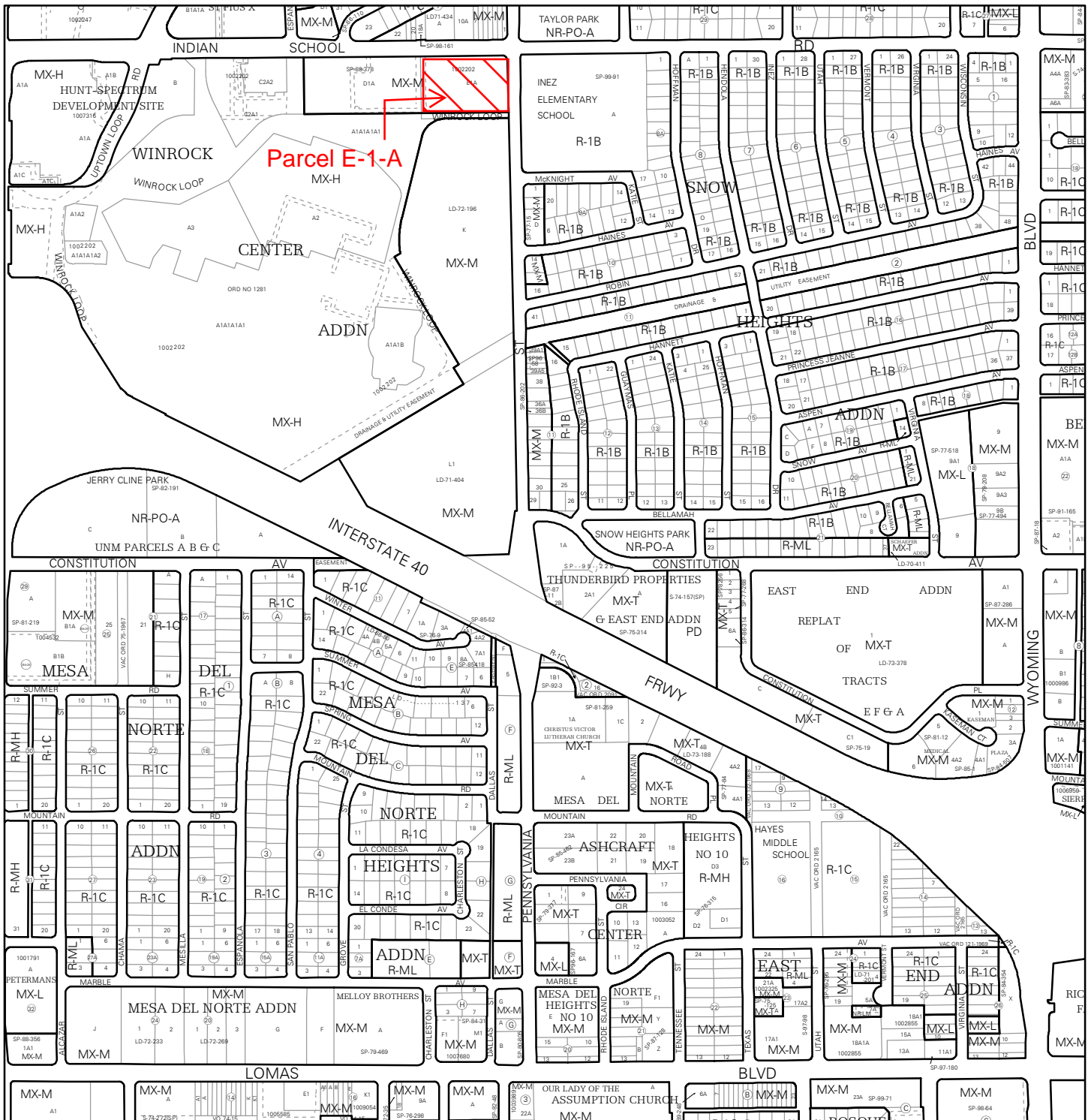
A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other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

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

**\_ SKETCH PLAT OR SKETCH PLAN REVIEW AND COMMENT**

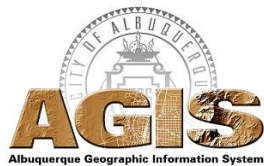
A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other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

- \_\_\_ 1) DFT Application form completed, signed, and dated
- \_\_\_ 2) Form S3 with all the submittal items checked/marked
- \_\_\_ 3) Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ 4) Letter describing, explaining, and justifying the request
- \_\_\_ 5) Scale drawing of the proposed subdivision plat or Site Plan
- \_\_\_ 6) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

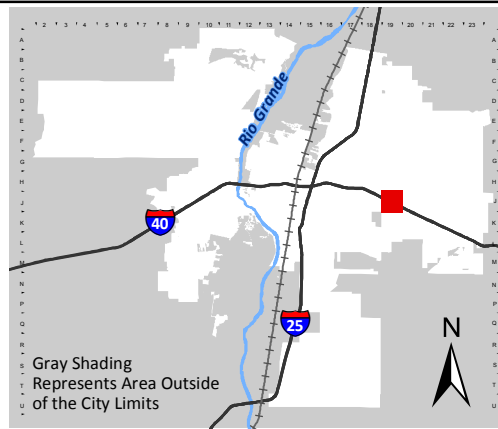


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018

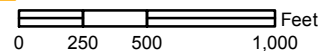


IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**J-19-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





June 5, 2024

City of Albuquerque Planning Department  
600 2nd St NW  
Albuquerque, NM 87102

**RE: Tract E1A Final Platting Effort  
7500 Indian School Road NE**

This Letter authorizes Huitt Zollars to represent Winrock Partners LLC, owner of the property located at 7500 Indian School Road NE regarding the platting effort for tract E1A.

Please contact me at 505-249-4858 if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads "Darin Sand".

Darin Sand  
Senior Vice President  
Winrock Partners, LLC

January 2, 2025

Mr. Jay Rodenbeck / City of Albuquerque Planning Department  
Plaza del Sol Building  
600 Second Street NW  
Albuquerque, NM 87102

**Re: IIA Agreement Extension Justification**  
**Project # PR-2018-001579**  
**Application # SI-2020-0459**  
**Application # SD-2024-00112**  
**Winrock Center Addition Parcel E-1-A-1-A**

Dear Mr. Rodenbeck:

The purpose of this letter is to justify the application per IDO requirements for a two-year extension to the infrastructure improvements agreement (IIA) expiring 2/28/2025. Section 14-16-6-4-(W)(4) of the IDO outlines requirements for extending approved materials.

#### **6-4(W)(4) Extensions of Period of Validity**

6-4(W)(4)(a) Permits or approvals for which Table 6-4-3 shows an expiration may be granted 1 time extension not to exceed the original period of validity for that permit or approval by the ZEO, with the following exceptions.

1. Impact fee assessments shall not be extended.  
**Response: Impact fee assessment not-a-part of application.**
2. Any Permit – Sign for an electronic sign shall not be extended.  
**Response: There is not a sign permit as part of application.**
3. Additional extensions for Preliminary Plats may be granted, but the Preliminary Plat may be required to come into compliance with any applicable standards adopted since the original application was accepted as complete.  
**Response: Final Plat was recorded and is included with the application.**

6-4(W)(4)(b) The ZEO must determine whether the application for a time extension meets both of the following requirements:

1. The applicant submitted a letter of justification for the requested time extension before the expiration of the original permit or approval.  
**Response: The Infrastructure Improvement Agreement expires on 2/28/25 and the application for a two-year extension is submitted on 1/2/25.**
2. Circumstances beyond the control of the applicant have prevented construction, use, or occupancy of the property pursuant to 14-16-6-4(W)(2)(d).  
**Response: The Water Utility Authority was to design and construct a Waste Water Treatment Plant at Winrock Town Center. Due to cost considerations the Water**

***Authority pivoted and is pursuing alternatives to providing reuse water at Winrock Town Center. A revised availability statement has been submitted to the WUA and once issued a revised infrastructure list will be submitted to DFT for review/approval.***

6-4(W)(4)(c) An extension of a Site Plan – EPC may require an update of any Traffic Impact Study (TIS) prepared for that Site Plan if the prior TIS is more than 5 years old and the City Engineer determines that background or anticipated traffic volumes or patterns in the surrounding area have changed since the TIS was prepared.

***Response: The application is not for extending a Site Plan.***

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me at 505-235-7211 or via email at [seddings@huitt-zollars.com](mailto:seddings@huitt-zollars.com).

Sincerely,  
**Huitt-Zollars, Inc.**

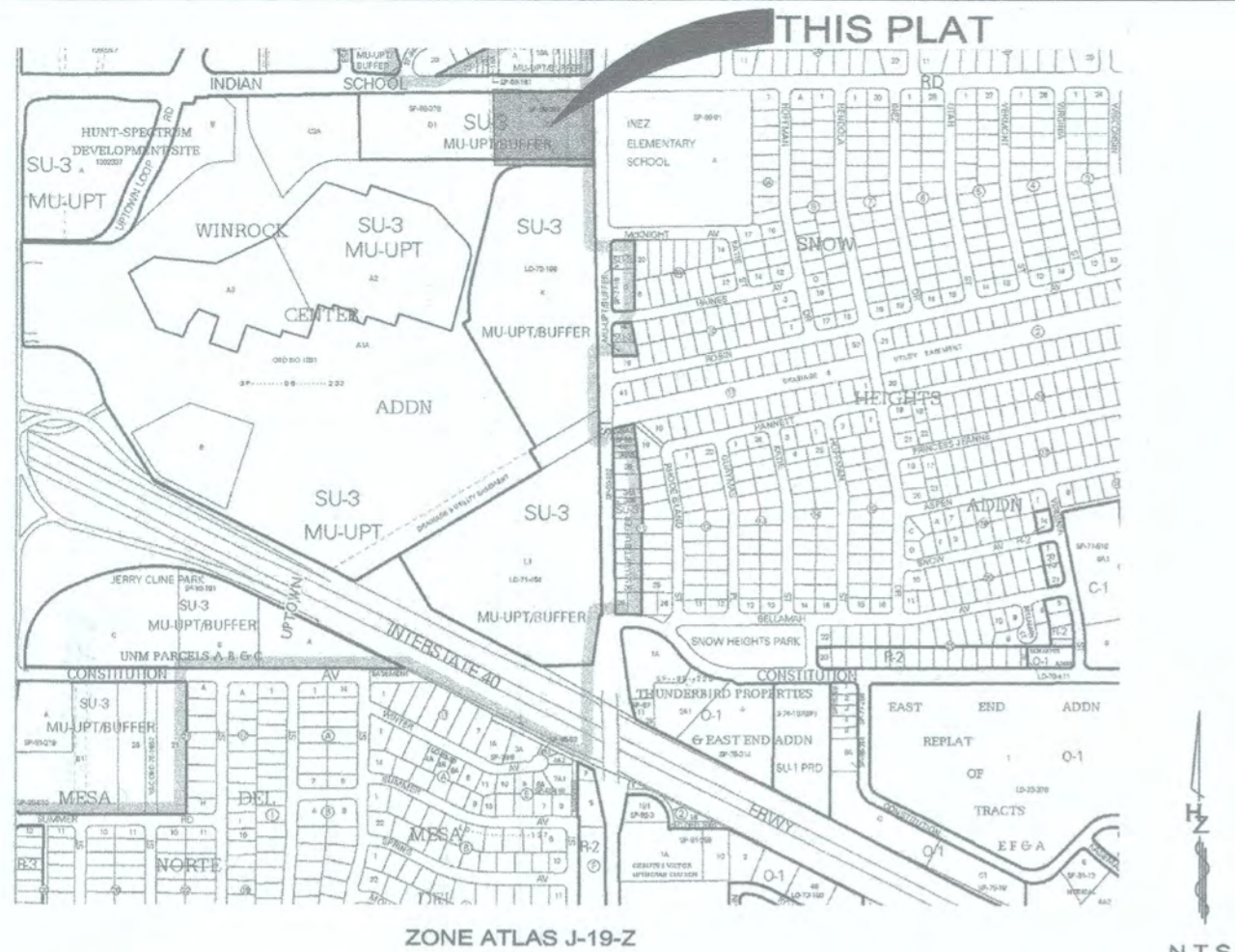


Scott Eddings, P.E.  
Project Manager

Attachment: None

cc: Darin Sand, Goodman Realty





DOCH 2024071039  
 10/07/2024 03:59 PM Page: 1 of 2  
 PLAT R-325.00 B: 2024C P: 0095 Linda Stover, Bernalillo County

# FINAL PLAT PARCEL E-1-A-1-A WINROCK CENTER ADDITION

WITHIN SECTION 18 T. 10 N., R. 4 E., N.M.P.M.  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO  
 DATE OF SURVEY: AUGUST 2024  
 SHEET 1 OF 2

**LEGAL DESCRIPTION**  
 Parcel E-1-A-1 Winrock Center Addition as recorded in the office of the Bernalillo County Clerk on August 15, 2024 in Volume 2024C, Page 0073, City of Albuquerque, Bernalillo County, New Mexico. Containing 3.3847 Acres (147,438 Sq. Ft.) more or less.

PROJECT NUMBER: PR-2018-001579  
 Application Number: SD-2024-00112  
 DHO Approval Date: 7/17/24

## PLAT APPROVALS

Utility Approvals:	Date
PNM Electric Services	08/29/2024
New Mexico Gas Company	8/27/2024
Century Link	8/27/2024
Comcast	08/27/2024
<b>City Approvals:</b>	
Loren N. Risenhoover P.S. City Surveyor	9/3/2024
NA *Real Property Division (conditional)	—
NA **Environmental Health Department (conditional)	—
Ernest Arroyo Traffic Engineering, Transportation Division	09/17/24
ABCWUA	10/04/24
Whitney Babin Parks and Recreation Department	09/17/24
NA *AMAFCA	—
Regina Chan	09/16/24
Hydrology	—
JM Pinar Zoning Department	09/17/24
JM Pinar Code Enforcement	09/17/24
JM Pinar Planning Department	09/17/24
Shahab Biagar City Engineer	10/04/24
NA ***MRGCD (conditional)	—

### NOTES

- ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS (NEW MEXICO STATE PLANE CENTRAL ZONE - NAD 1983)
- RECORD BEARINGS AND DISTANCES ARE SHOWN IN PARENTHESIZE (S65°04'00"W, 365.00).
- BENCHMARK FOR THIS PLAT IS THE CITY OF ALBUQUERQUE ACS MONUMENT "1\_119A" ELEVATION = 5326.611 U.S. SURVEY FEET (NAVD 88) LOCATED AT THE NORTHEAST CORNER OF INDIAN SCHOOL RD. NE AND PENNSYLVANIA ST. NE
- ALL PROPERTY CORNERS ARE AS SHOWN ON SHEET 2 OF 2 OF THIS PLAT.
- EXISTING UTILITY EASEMENTS (PRIVATE AND PUBLIC) REMAIN AS SHOWN ON THE EXISTING SUBDIVISION PLATS.

### EASEMENTS

- PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:
- PNM ELECTRIC SERVICES FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, POLES AND ANY OTHER EQUIPMENT, FIXTURES, STRUCTURES AND RELATED FACILITIES REASONABLE NECESSARY TO PROVIDE ELECTRICAL SERVICE.
  - NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLE NECESSARY TO PROVIDE NATURAL GAS.
  - QWEST d/b/a CENTURYLINK QC FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF ALL BURIED AND AERIAL COMMUNICATION LINES AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLE NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO, ABOVE GROUND PEDESTALS AND CLOSURES.
  - COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLE NECESSARY TO PROVIDE CABLE TV SERVICE.

PNM, NEW MEXICO GAS COMPANY, COMCAST, AND QWEST d/b/a CENTURYLINK QC COMMUNICATIONS DO NOT RELEASE ANY PREVIOUS EASEMENT RIGHT WHICH WAS GRANTED BY PRIOR PLATTING OR RECORD DOCUMENT UNLESS SPECIFICALLY NOTED HEREON.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, MODIFY, RENEW, OPERATE, AND MAINTAIN FACILITIES FOR THE PURPOSE 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 ERRECTED 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 CAUSED BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO WITHIN OR NEAR EASEMENTS SHOWN ON THIS PLAT.

### UTILITY DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), NEW MEXICO GAS COMPANY (NMGC) AND QWEST CORPORATION D/B/A CENTURYLINK (QWEST) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, NMGC AND QWEST DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN ON THIS PLAT.

### SOLAR NOTE

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BINDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERRECTED ON THE LOTS OF PARCELS WITHIN THE AREA OF THIS PLAT.

### TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON:  
 PARCEL E-1-A-1, UPC # 101905823850920409

BERNALILLO COUNTY TREASURERS OFFICE:

BY: *[Signature]* DATE: 10/7/2024

### PURPOSE OF THIS PLAT

The purpose of this Plat is to vacate a Private Access Easement.

### SUBDIVISION DATA

DHO NO.	PLAT ACRES (Gross)
NO. OF LOTS	0
NO. OF PARCELS	1
NO. OF TRACTS	0
STREET MILES (FULL)	0

### FREE CONSENT

THE PROPERTY SHOWN HEREON IS PLATTED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF AND SAID OWNER(S) GRANT: ALL PUBLIC ROADWAY, UTILITY, AND DRAINAGE EASEMENTS SHOWN HEREON INCLUDING THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, AND MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED DISTRIBUTION LINES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. THE OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED.

WINROCK PARTNERS, LLC  
 SCOTT GOODMAN, AUTHORIZED SIGNATORY:

(STATE OF NEW MEXICO) SS  
 (COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 21, 2024  
 BY SCOTT GOODMAN, AUTHORIZED SIGNATORY FOR WINROCK PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

BY: *[Signature]*  
 NOTARY PUBLIC

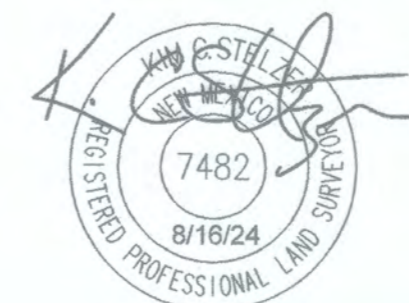
MY COMMISSION EXPIRES: 5/4/27

SUSAN C SYRING  
 Notary Public - State of New Mexico  
 Commission # 1112157  
 My Comm. Expires May 4, 2027

### SURVEYOR'S CERTIFICATION

I, KIM C. STELZER, NEW MEXICO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7482, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED UNDER MY DIRECT SUPERVISION, SHOWS ALL EASEMENTS MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, UTILITY COMPANIES AND OTHER PARTIES EXPRESSING AN INTEREST. THIS PLAT MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, AND THE "MINIMUM STANDARDS FOR LAND SURVEYS" AS ESTABLISHED BY THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
 Kim C. Stelzer, N.M.P.L.S. NO. 7482  
 8/16/24  
 DATE



\* -if there is a vacation of City of Albuquerque right-of-way involved with the plat  
 \*\* -if the plat involves any known or existing landfill or environmental issues  
 \*\*\* -if there is an existing irrigation ditch on or adjacent to an irrigation ditch

HUITT-ZOLLARS  
 Huitt-Zollars, Inc. Rio Rancho  
 333 Rio Rancho Dr. NE, Suite 101  
 Rio Rancho, NM 87124  
 (505)892-5141



# FINAL PLAT PARCEL E-1-A-1-A WINROCK CENTER ADDITION

WITHIN SECTION 18 T. 10 N., R. 4 E., N.M.P.M.  
 CITY OF ALBUQUERQUE  
 BERNALILLO COUNTY, NEW MEXICO

DATE OF SURVEY: AUGUST 2024  
 SHEET 2 OF 2

A.G.R.S. MONUMENT "20\_H18"  
 STANDARD 3 1/4" ALUMINUM DISC  
 (FOUND IN PLACE)  
 NEW MEXICO STATE PLANE COORDINATES  
 (CENTRAL ZONE-N.A.D. 1983)  
 N=1,493,154.978 U.S. SURVEY FEET  
 E=1,545,048.210 U.S. SURVEY FEET  
 PUBLISHED EL=5283.222 U.S. SURVEY FEET  
 (NAVD 1988)  
 GROUND TO GRID FACTOR=0.99966158  
 DELTA ALPHA ANGLE=-0°11'00.11"

Point of Beginning

Indian School Road NE  
 (ROW VARIES)

Ex. 7' PNM Easement (8/26/1988, C37-54)  
 Ex. 5' Overhead Utility Easement (8/26/1988, C37-54)  
 Public Sidewalk Easement (8/16/2024, Book 2024C Page 0073)  
**N89°29'04"E 427.87'**

Ex. Access & Private Drainage Easement (8/26/1988, C37-54)

Ex. 10' New Mexico Gas Easement (4/21/2023, Doc# 2023023957)

**PARCEL E-1-A-1-A  
 WINROCK CENTER ADDITION**  
 (08/15/2024, 2024C-0073)  
 3.3847 AC, 147,438 SF

N 00°29'38" W 295.16'

S01°22'23"E 303.20'

Pennsylvania Ave. NE  
 (ROW VARIES)

Ex. 10' Private Sewerline Easement (8/26/1988, C37-54)

Ex. Public Utility Easement (8/16/2024, Book 2024C Page 0073)

Ex. Public Waterline Easement (8/26/1988, C37-54)

Ex. Public Waterline Easement (8/16/2024, Book 2024C Page 0073)  
 Ex. Public Waterline Easement (8/16/2024, Book 2024C Page 0073)

N 89°30'17" E 456.51'

Private Access Easement VACATED BY THIS PLAT

TRACT J  
 WINROCK CENTER ADDITION  
 (11/22/2021, 2021C-0128)

Ex. Comcast Easement (8/16/2024, Book 2024C Page 0073)

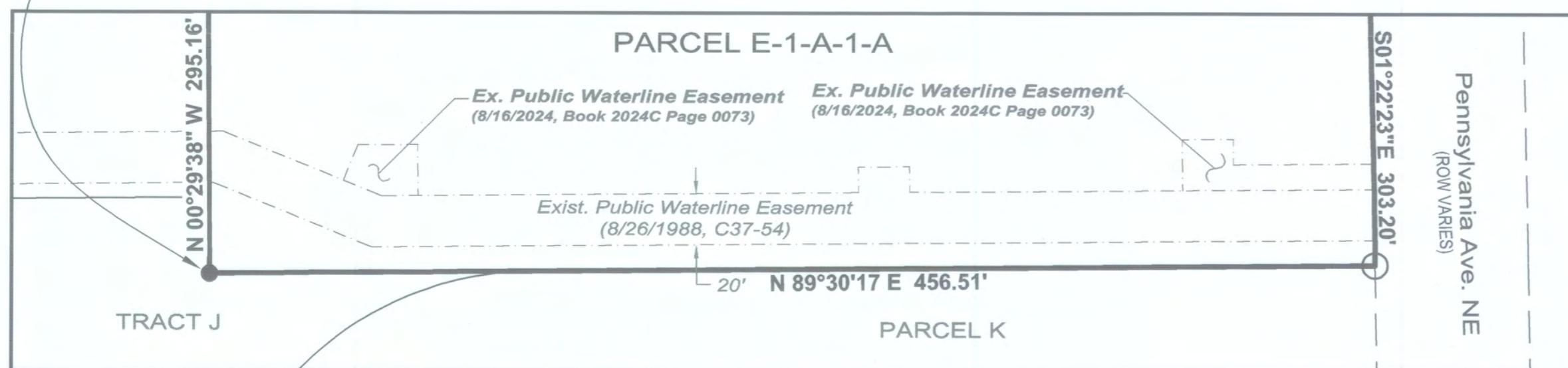
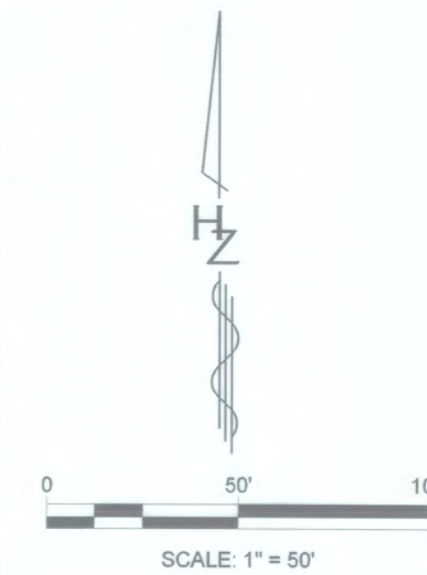
PARCEL K  
 WINROCK SHOPPING CENTER ADDITION NO. 2  
 (04/21/1972, D05-07)

IDENTICAL POINT

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	81°03'45"	25.00'	S48°03'09"E	32.49'	35.37'

**LEGEND**

- Found Monument (as indicated on this sheet)
- "X" Found Chiseled "X"
- Found PK Nail PS 12651
- Found PK Nail PS 7482
- ▨ Vacate Private Access Easement



**ABCWUA EASEMENT**  
 EXISTING ABCWUA  
 WATERLINE EASEMENT  
 SCALE: 1" = 50'



**HUITT-ZOLLARS**  
 Huitt-Zollars, Inc. Rio Rancho  
 333 Rio Rancho Dr. NE, Suite 101  
 Rio Rancho, NM 87124  
 (505)892-5141





**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

**Project Name: The Lofts at Winrock**  
**Project Number: 444680**

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 Lofts at Winrock LLC ("Developer"), a Delaware limited liability company, whose email address is sand@goodmanrealty.com, whose address is 100 Sun Ave, NE, Albuquerque, NM, 87109 and whose telephone number is 505-881-0100, 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:] Parcel E-1-A Winrock Center Addition.

\_\_\_\_\_ recorded on March 10, 2015, attached, pages 1 through 4, as Document No. 2015019665 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:] Winrock Partners LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as The Lofts at Winrock 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 Review Board (DRB) has approved phasing of the improvements, or the DRB 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 Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“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 estimate (Figure 4)

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: TIDD funds on deposit

Amount: \$729,774.46

Name of Financial Institution or Surety providing Guaranty: BOK Financial

Date City first able to call Guaranty (Construction Completion Deadline): February 28, 2025.

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: N/A

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: Lofts at Winrock LLC \_\_\_\_\_

By [Signature]: [Signature]

Name [Print]: Gary D Goodman

Title: Authorized Signatory

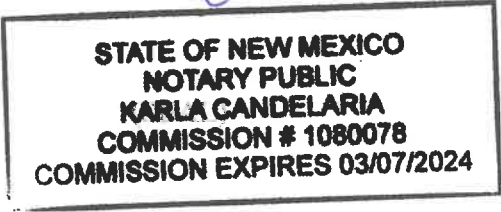
Dated: 2/22/2023

DEVELOPER'S NOTARY

STATE OF New Mexico )

COUNTY OF Bernalillo ) ss.

This instrument was acknowledged before me on this 22nd day of February, 2023 by  
[name of person:] Gary Goodman, [title or capacity, for instance,  
"President" or "Owner":] Authorized Signatory of  
[Developer:] Lofts at Winrock LLC.



[Signature]  
Notary Public

My Commission Expires: 03/07/2024

CITY OF ALBUQUERQUE:

<sup>DS</sup>  
BMR

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

Agreement is effective as of (Date): 3/27/2023 | 8:24 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 27<sup>th</sup> day of March, 2023, 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  
Marion Velasquez  
Commission No. 1128981  
June 26, 2024

  
Notary Public  
My Commission Expires: June 26, 2024

[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 New Mexico )  
 ) ss.  
COUNTY OF Bernalillo )

Winrock Partners LLC ("Owner"), of [address:] 100 Sun Ave NE, \_\_\_ [City:]  
Albuquerque, [State:] New Mexico [zip code:]  
87109, hereby makes, constitutes and appoints [name of Developer:] Lofts at Winrock  
LLC ("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:]:

*[Handwritten Signature]*

Name [Print]:

Gary Goodman

Title:

Authorized Signatory

Dated:

2/22/2023

The foregoing Power of Attorney was acknowledged before me on February 22nd,  
2023 by [name of person:] Gary Goodman, [title or capacity, for  
instance "President":] Authorized Signatory of [Owner:]  
Winrock Partners LLC on behalf of the Owner.

(SEAL)

*[Handwritten Signature]*  
Notary Public

My Commission Expires: 03/07/2024

STATE OF NEW MEXICO  
NOTARY PUBLIC  
KARLA CANDELARIA  
COMMISSION # 1080078  
COMMISSION EXPIRES 03/07/2024

Current DRC  
Project Number

FIGURE 12

4/21/2021

Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: \_\_\_\_\_

DRS Project No.: PR 2018-001579  
DRB Application No.: SH-2020-0459

**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

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

Lofts @ Winrock Town Center

**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

**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 appointment 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 appointment or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and applicant/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification on		
							Inspector	P.E.	City Cret Engineer
			*****REMOVALS***** Sidewalk	Indian School	West Property Line	Pennsylvania	/	/	/
			Sidewalk	Pennsylvania	Indian School	Southern Driveway	/	/	/
			Curb and Gutter	Pennsylvania	Indian School	Southern Driveway	/	/	/
		6-ft	Right Turn Lane	Pennsylvania	Indian School	Southern Driveway	/	/	/
			Striping Removals	Pennsylvania	Indian School	Approx 400-ft South	/	/	/
			Mill Existing Asphalt (2-inch max.)	Winrock Loop	Pennsylvania	Approx 600-ft West	/	/	/
		6-ft	*****ROADWAY***** Sidewalk	Indian School	West Property Line	Pennsylvania	/	/	/
		Standard	Curb and Gutter	Pennsylvania	Indian School	Southern Driveway	/	/	/
		6-ft	Sidewalk & ADA Ramp	Pennsylvania	Indian School	Southern Driveway	/	/	/
		4"	Striping Modifications - Lengthen Northbound Left to 280' plus trans	Pennsylvania	Indian School	Approx 400-ft South	/	/	/
		4"	Asphalt Pavement Surfacing (2-inch max.)	Winrock Loop	Pennsylvania	Approx 600-ft West	/	/	/
		4"	Permanent Striping Eastbound Left Turn & Northbound Right - 175' plus Transition	Winrock Loop	Pennsylvania	Approx 600-ft West	/	/	/



		Streetlight relocation on Pennsylvania	Pennsylvania	Indian School	Southern Driveway	/	/	/
		2- each						
	8"	*****SANITARY SEWER***** Sanitary Sewer Line and Manholes	Parcel Z-1/Tract J	Point of Connection	Point of Connection	/	/	/
		Approx. 800-feet	Parcel E-1-A	Parcel Z-1	Parcel E-1-A			
		Reconnect Private SAS Outfall	Parcel E-1-A			/	/	/
		from Parcel K to new Public Main						
	8"	*****WATERLINE***** Waterline and Appurtenances	Parcel E-1-A	Pennsylvania	Approximately			
		Approx. 150-feet			150' West			

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		Approval of Creditable Items:	City User Dept. Signature	Date
							Private Inspector	City Cnst Engineer			
									Approval of Creditable Items:		
									Impact Fee Administrator Signature		

**NOTES**

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

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

<b>AGENT / OWNER</b>	<b>DEVELOPMENT REVIEW BOARD MEMBER APPROVALS</b>	
Scott Eddings NAME (print)	DRB CHAIR - date <i>Maggie Gould</i> Apr 21, 2021	Parks and Recreation - date <i>Angela Houghton</i> Apr 21, 2021
Huitt-Zollars, Inc. FIRM	TRANSPORTATION DEVELOPMENT - date <i>Jeanne Wolfenbarger</i> Apr 21, 2021	AM&CA - date <i>Carl Garcia</i> Apr 21, 2021
4/21/2021	UTILITY DEVELOPMENT - date <i>Blaine Carter</i> Apr 21, 2021	CODE ENFORCEMENT - date <i>Ernest Amigo</i> Apr 21, 2021
SIGNATURE - date <i>Scott Eddings</i>	CITY ENGINEER - date	_____ - date

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRB CHAIR	AGENT OWNER

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

December 1, 2022

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 444680 The Lofts at Winrock

Requested By: Scott Eddings

Approved Estimate Amount: \$ 453,564.27

Contingency Amount: 10.00% \$ 45,356.43

Subtotal: \$ 498,920.70

PO Box 1293

NMGRT: 7.750% \$ 38,666.35

Subtotal: \$ 537,587.05

Albuquerque

Engineering Fee: 6.60% \$ 35,480.75

NM 87103

Testing Fee: 2.00% \$ 10,751.74

Subtotal: \$ 583,819.54

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ **729,774.46**

APPROVAL:

DATE:

Dec. 1, 2022

Notes: Plans not yet approved.

**Winrock Tidd SUB Lien Grt 2020 Acq F**  
 February 1, 2023 - February 28, 2023

Account Number: 82-4422-05-9

**Earnings Summary**

	<i>This Period</i>	<i>This Year</i>
Interest	32,321.86	157,808.99
<b>Total</b>	<b>\$ 32,321.86</b>	<b>\$ 157,808.99</b>

**Gain/Loss Summary**

	<i>This Period</i>	<i>This Year</i>
Appreciation/(Depr.)	0.00	0.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**List of Assets**

<i>Description</i>	<i>Shares</i>	<i>Cost</i>	<i>Market Value</i>	<i>Percent Of Total Market</i>	<i>Projected Annual Income</i>	<i>Current Yield</i>
Reich & Tang Demand Dep Marketplace	9,598,934.770	9,598,934.77	9,598,934.77	100.00%	409,120	4.26%
<b>Total Cash and Equivalent</b>		<b>\$ 9,598,934.77</b>	<b>\$ 9,598,934.77</b>	<b>100.00%</b>	<b>\$ 409,120</b>	<b>4.26%</b>

**Total Assets**

<b>Total Assets</b>	<b>\$ 9,598,934.77</b>	<b>\$ 9,598,934.77</b>	<b>100.00%</b>	<b>\$ 409,120</b>	<b>4.26%</b>
---------------------	------------------------	------------------------	----------------	-------------------	--------------

**Transaction Activity**

<i>Date</i>	<i>Description</i>	<i>Income Cash</i>	<i>Principal Cash</i>	<i>Cost</i>
<b>02/01/23</b>	<b>Balances At Beginning of Period</b>	<b>\$ 131,518.83</b>	<b>\$ -131,518.83</b>	<b>\$ 9,566,612.91</b>
02/01/23	Int To 01/31/23 Reich & Tang Demand Dep Marketplace	32,321.86	0.00	0.00
02/01/23	Purchased 32321.86 Units @ 1 Reich & Tang Demand Dep Marketplace	0.00	-32,321.86	32,321.86
<b>02/28/23</b>	<b>Balances At End of Period</b>	<b>\$ 163,840.69</b>	<b>\$ -163,840.69</b>	<b>\$ 9,598,934.77</b>

**Winrock Tidd SUB Lien Grt 2020 Acq F**  
 February 1, 2023 - February 28, 2023

Account Number: 82-4422-05-9

KARLA CANDELARIA, ACCOUNTANT  
 GOODMAN REALTY GROUP  
 100 SUN AVENUE NE  
 SUITE 210  
 ALBUQUERQUE NM 87109

*Administrator*

Susen Ellis 505-222-8458

*Investment*

Does Not Apply

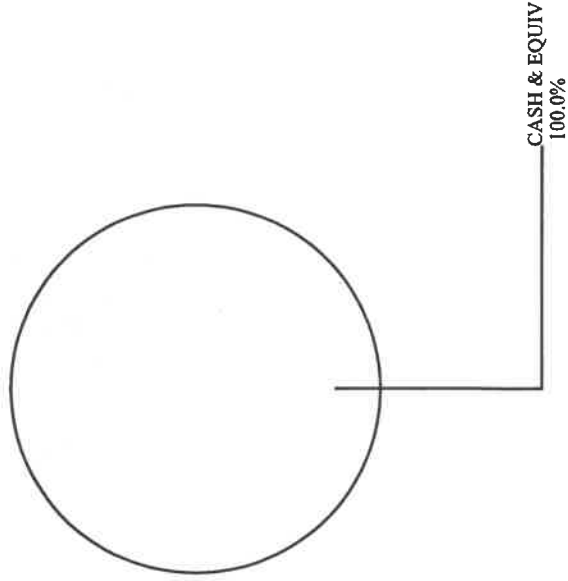
**Account Review**

**Your Beginning Market Value: \$ 9,566,612.91**

**Income Earned : \$ 32,321.86**

**Your Ending Market Value : \$ 9,598,934.77**

**Portfolio Summary**





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

**Receipt: 1425196**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
AGRE	Agreement	\$25.00
	# Pages	15
	Document #	2023018681
	# Of Entries	0
<b>Total</b>		\$25.00

Tender (Check) \$25.00  
Check# 9014  
Paid By IPS Operating Account  
Phone # 505-881-0100

Thank You!

**3/30/23 8:36 AM moniqueo**

# City Of Albuquerque



P.O. Box 1293  
Albuquerque, NM 87103  
[www.cabq.gov](http://www.cabq.gov)

December 30, 2024

Gary Goodman  
**Lofts at Winrock, LLC**  
100 Sun Ave. NE  
Albuquerque, NM 87109

Re: Notice of upcoming deadline for completion of improvements and City’s intention to call Financial Guaranty – **Infrastructure Improvements Agreement, Procedure B**  
Project: **The Lofts at Winrock** Project No. **444680**  
Financial Guaranty: **TIDD funds on deposit, \$729,774.46**

**Dear Mr. Goodman:**

I am the Assistant City Attorney who represents the City of Albuquerque (“City”) in matters relating to construction of infrastructure by developers. As you are aware, **Lofts at Winrock, LLC** (“Developer”) signed an **Infrastructure Improvements Agreement, Procedure B (“Agreement”)** requiring the developer to construct certain infrastructure improvements by **February 28, 2025** (“Construction Deadline”).

An extension to your Agreement may be available. Please contact Management Analyst I, David Jones, at 505-924-3996 or [dwjones@cabq.gov](mailto:dwjones@cabq.gov) within seven days, for (1) administrative review of the extension request in accordance with the Integrated Development Ordinance (IDO) and (2) to inform the City if you intend to extend the Agreement and related Financial Guaranty. A recalculation of financial guaranty is required if the project is not currently under construction.

This letter provides notice to the Developer that if: (1) The project is not constructed and accepted by the City by the Construction Deadline; or (2) An extension is not obtained and the related extension Agreement and revised Financial Guaranty are not submitted by the Construction Deadline, the City will consider the Agreement to be in default and the City will prepare documents to call on the Financial Guaranty 30 days after the Construction Deadline and will hold the Developer and the Surety jointly and severally liable for 125% of the cost of completing the Improvements.

Please note that the title “Subdivision Improvements Agreement” and the word “Subdivider” which may have been used in the original agreements are respectively replaced with the title “Infrastructure Improvements Agreement” and the word “Developer.” These changes have no substantive effect on this letter.

Very truly yours,

Signed by:

Gregory M. Segura, Assistant City Attorney

12/30/2024 | 11:48 AM MST

DS  
KV