

- ___ 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 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 prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

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

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

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

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

 TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

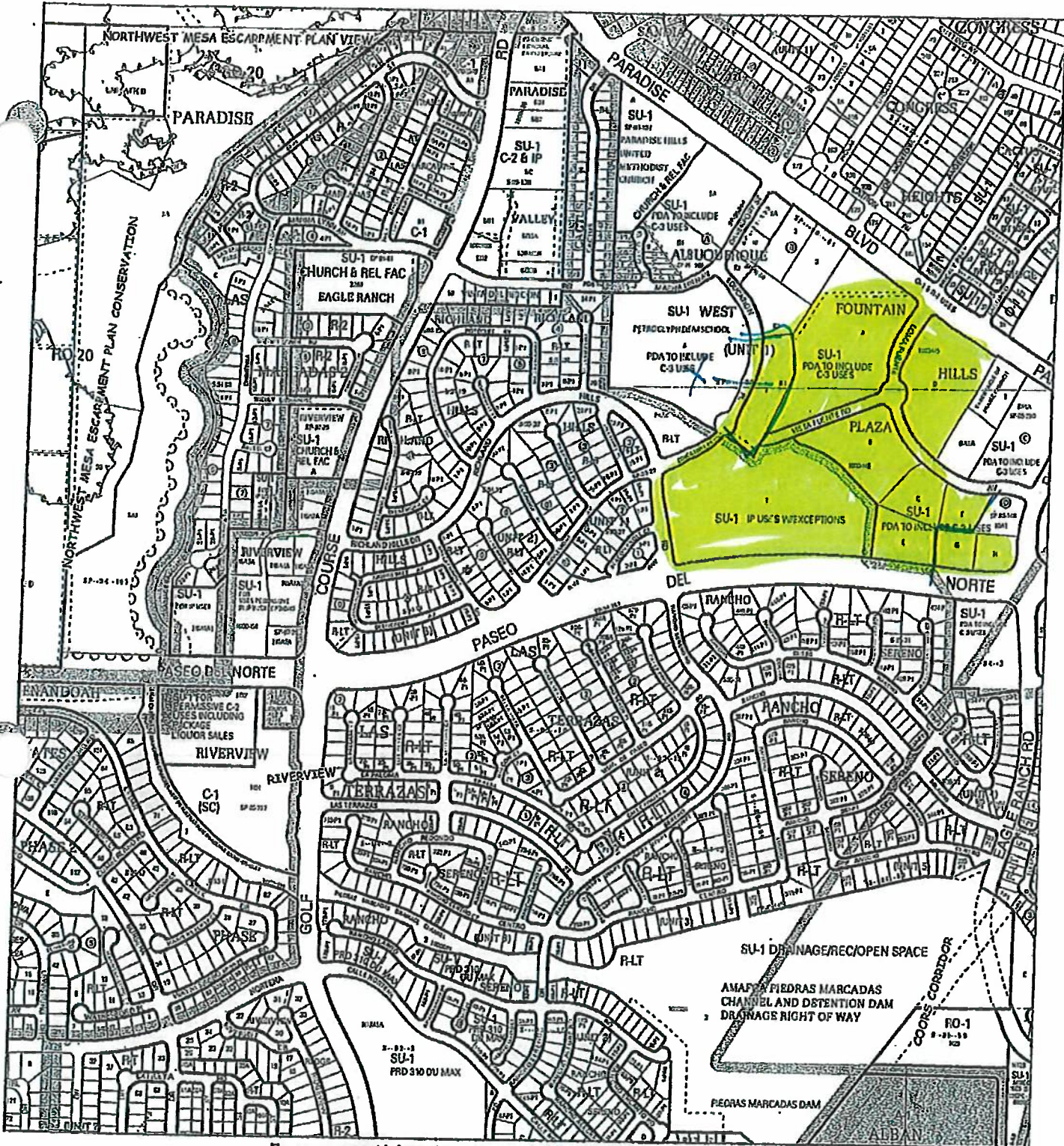
A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as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

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

 EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

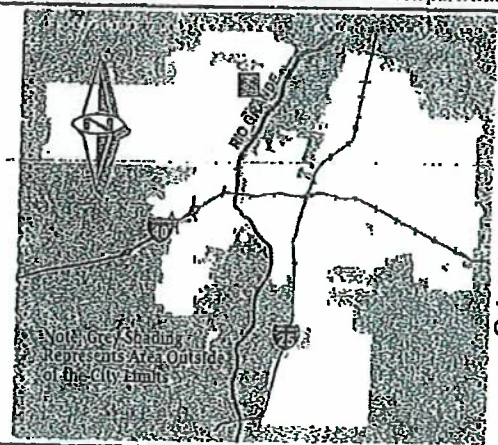
A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as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

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



For more current information and more details visit: <http://www.cabq.gov/gis>

Map amended through: 1/24/2011



Zone Atlas Page:
C-12-Z

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

Scale: 0 to 1,600 Feet

March 6, 2023

City of Albuquerque
Planning Department
Design Review Board
1 Civic Plaza NW
Albuquerque, NM 87102

Fountain Hills Plaza Subdivision, City Project 584487, DRB-2018-001695

To Whom It May Concern:

Construction plans for this Paseo del Norte infrastructure improvement are nearing completion, we have been asked to add multiple additional items for NMDOT, but they have everything they have asked for now, and if all is approved, they are ready to sign off on plans. We are ready to begin work immediately upon approval and issuance of Work Order Permit.

We are requesting a one-year extension of the Infrastructure Improvement Agreement, to allow us to complete the remaining work, with enough time to handle any issues that may arise.

Sincerely,

A handwritten signature in blue ink that reads "Michael" followed by a stylized flourish.

Michael Montoya
Manager, Novus Properties LLC

Figure 12

Nearest Major Streets: _____
No. of Lots: _____

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) November 4, 2020, 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 Custom Grading, Inc. ("Developer"), a New Mexico, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] Corporation, whose email is michael@cginm.com, tru@cginm.com, whose address is P.O. Box 94088 (City) Albuquerque, (State) NM (Zip Code) 87199 and whose telephone number is 505-897-4225, 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:] Albuquerque West Unit 1 recorded on March 08, 1990, in Plat Book 90c, Page 67 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:] Novus Properties LLC ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Fountain Hills Subdivision describing Developer's Property ("Developer's Property").

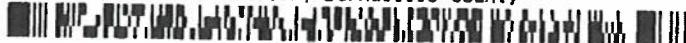
As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the April 21, 2022 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 584487.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be

Doc# 202011917

11/06/2020 11:13 AM Page: 1 of 14
AGRE R \$25.00 Linda Stover, Bernalillo County



no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

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

4. 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, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer 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 Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Developer must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The 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 7)

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

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 public Improvements shall be performed by Terra Land Surveys, and construction surveying of the private Improvements shall be performed by Terra Land Surveys. If the construction surveying is performed by an entity other than the City, 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. The Developer 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 Huitt-Zollars and inspection of the private Improvements shall be performed by Huitt-Zollars, 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 Developer 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 Developer 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, and field testing of the private Improvements shall be performed by Geo-Test 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 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. The Developer 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 Developer shall pay the City a reasonable fee therefore.

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: Subdivision Bond No.B-3263488

Amount: \$1,573,048.70

Name of Financial Institution or Surety providing Guaranty: The Cincinnati Insurance Company

Date City first able to call Guaranty (Construction Completion Deadline): April 21, 2022

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

Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer shall deliver an acceptable Notice to Proceed to the City and 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.

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

DEVELOPER: Custom Grading, Inc.

By [Signature]: 

Name [Print]: Michael Montoya

Title: President

Dated: 10/29/20

CITY OF ALBUQUERQUE

By: _____

Shahab Biazar, P.E., City Engineer

Dated: _____

OWNER: Novus Properties LLC

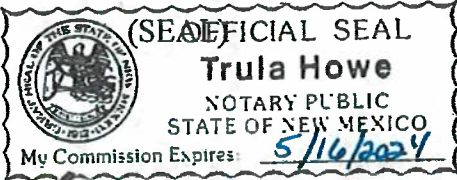
By [Signature:]: Michael Montoya

Name [Print]: Michael Montoya

Title: Manager

Dated: 10/29/20

The foregoing Power of Attorney was acknowledged before me on October 29,
20 20 by [name of person:] Michael Montoya, [title or capacity, for instance "President":]
Manager of [Owner:] Novus Properties LLC on behalf of the Owner.



Trula Howe
Notary Public

My Commission Expires: 5/16/2024

Date Submitted: June 5, 2007
 Date Site Plan Approved: N/A
 Date Preliminary Plat Approved: 6-20-07
 Date Preliminary Plat Expires: 6-20-08

DRB Project No. 1003445
 APN # 07DRB-70054

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and signowner. 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.

ORIGINAL

Figure 12
 INFRASTRUCTURE LIST

EXHIBIT "A"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
 FOUNTAIN HILLS

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Engr Engineer
PHASE 1 INFRASTRUCTURE IMPROVEMENTS									
PHASE 1 OFFSITE PUBLIC ROADWAY IMPROVEMENTS									
	584480	30' F.F 16' MEDIAN	ARTERIAL PAVEMENT W/ MEDIAN & STD CURB & GUTTER W/ 8' SIDEWALK ON SOUTHSIDE	PARADISE BLVD	WEST PROPERTY BOUNDARY	EAST PROPERTY BOUNDARY	/	/	/
	584480	30' WIDE	4" TEMPORARY ASPHALT	PARADISE BLVD EASTBOUND LANE	DAVENPORT ST	WEST PROPERTY BOUNDARY	/	/	/
	584480	30' WIDE	4" TEMPORARY ASPHALT	PARADISE BLVD EASTBOUND LANE	EAST PROPERTY LINE	EXISTING MINI STORAGE UNIT WEST PROPERTY LINE	/	/	/
		NOTE	STREET LIGHTS AS PER COA DPM				/	/	/
		NOTE	LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY WILL BE CONSTRUCTED IN ACCORDANCE WITH AN APPROVED STREETSCAPE AGREEMENT. A FINANCIAL GUARANTEE IS NOT REQUIRED FOR LANDSCAPING WITHIN PUBLIC RIGHT OF WAY				/	/	/
PHASE 1 ONSITE PUBLIC ROADWAY IMPROVEMENTS									
	584480	40' F.F	PAVEMENT W/ PCC CURB & GUTTER 14'-PCC-WIDE SIDEWALK ON BOTH SIDES	NUNBERG AVE	EAGLE RANCH RD	VISTA FUENTE ROAD	/	/	/
	584480	VARIES	PAVEMENT W/ PCC CURB & GUTTER 6'-PCC-WIDE SIDEWALK ON EAST SIDE	NUNBERG AVE	VISTA FUENTE ROAD	PARADISE BLVD	/	/	/
	584480	24' F.F MIN - 40' F.F MAX	ROUNDABOUT	EAST HALF OF ROADWAY NUNBERG AVE	VISTA FUENTE	NUNBERG AVE	/	/	/
		NOTE	STREET LIGHTS AS PER COA DPM				/	/	/
		NOTE	LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY WILL BE CONSTRUCTED IN ACCORDANCE WITH AN APPROVED STREETSCAPE AGREEMENT. A FINANCIAL GUARANTEE IS NOT REQUIRED FOR LANDSCAPING WITHIN PUBLIC RIGHT OF WAY				/	/	/

(A) Street name signs, plats, & parcel addresses
 all reference NUNZID. Loma Fuente is false.
 (B) Sidewalks incomplete as of 2019 - to be completed w/ 584487
 Annotations by Jim Roeder, DRC Chair, 8/5/2020

PHASE 1 PUBLIC SANITARY SEWER IMPROVEMENTS

584480	8" DIA	SANITARY SEWER LINE W/ NEG MHS & SERVICES	VISTA FUENTE ROAD	EAGLE RANCH RD	PARADISE BLVD	/	/	/
584480	8" DIA	SANITARY SEWER LINE W/ NEG MHS & SERVICES	VISTA FUENTE ROAD	140' SOUTHWEST OF INTERSECTION OF VISTA FUENTE ROAD & NUNZO AVE	PARADISE BLVD	/	/	/

PHASE 1 PUBLIC WATERLINE IMPROVEMENTS

584480	8" DIA	WATERLINE W/ NEG VALVES FHS, MFS & RJS	VISTA FUENTE ROAD	EAGLE RANCH RD	PARADISE BLVD	/	/	/
584480	8" DIA	WATERLINE W/ NEG VALVES FHS, MFS & RJS	VISTA FUENTE ROAD	EDUCATION PLACE	PARADISE BLVD	/	/	/

PHASE 1 PUBLIC STORM DRAIN IMPROVEMENTS

584480	18"-42" DIA	RCP W/ NEG. MHS, LATERALS, & INLETS	VISTA FUENTE ROAD	PARADISE BLVD	EXISTING LOT 8-A-1	/	/	/
584480	18"-30" DIA	RCP W/ NEG. MHS, LATERALS, & INLETS	VISTA FUENTE ROAD	EDUCATION PLACE	EXISTING LOT 8-A-1	/	/	/
584480	24" DIA	RCP W/ NEG. MHS, LATERALS, & INLETS	TRACT 6-A-1	TRACT D	DETENTION POND	/	/	/
584480	2.5 AC-FT	DETENTION POND	EXISTING LOT 6-A-1			/	/	/

PHASE 2 INFRASTRUCTURE IMPROVEMENTS

PHASE 2 OPPOSITE PUBLIC ROADWAY IMPROVEMENTS

584487	12" WIDE	TRAFFIC SIGNAL	PARADISE BLVD/ PRICKLY PEAR ST			/	/	/
584487	12" WIDE	ADD 2ND LEFT TURN ARTERIAL PAVEMENT W/ PCC CURB & GUTTER	PASEO DEL NORTE EAST BOUND LANE			/	/	/
584480	12" WIDE	ADD RIGHT TURN LANE ARTERIAL PAVEMENT W/ PCC CURB & GUTTER	RICHLAND HILLS RD SOUTHBOUND LANE			/	/	/
584487	12" WIDE	ADD RIGHT TURN LANE ARTERIAL PAVEMENT	PASEO DEL NORTE WESTBOUND LANE			/	/	/
584487	10' WIDE	TRAIL	PASEO DEL NORTE			/	/	/

From To

Private Inspector City Inspector City Cost Engineer

PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION
600 2nd Street NW, Ground Floor, 87102
P.O. Box 1293, Albuquerque, NM 87103
Office (505) 924-3946

OFFICIAL NOTIFICATION OF DECISION

Michael Montoya, Novus Properties, LLC
7916 Ranchitos Loop NE
Albuquerque, NM 87113

Project# PR-2018-001695
Application#
SD-2022-00038– EXTENSION OF
INFRASTRUCTURE IMPROVEMENTS AGREEMENT

LEGAL DESCRIPTION:

For all or a portion of: TRACTS A THRU I,
located on PASEO DEL NORTE between
EAGLE RANCH and RICHLAND HILLS NW
containing approximately 39.074 acre(s).
(C-12)

On March 9, 2022, the Development Review Board (DRB) held a public meeting concerning the above referenced application and approved the request based on the following Findings:

1. This is a request to extend the Infrastructure Improvements Agreement (IIA). It is a request for a 1-year extension.
2. The IIA expires on April 21, 2022.
3. Pursuant to 14-16-6-4(W)(4)(a) The applicant has made this request in writing prior to the expiration of the previous approval and the DRB, the original approving body, has made a decision using the same procedure required for the initial approval. The city received the application prior to the expiration of the IIA.
4. This action will extend the approval of the IIA to May 6, 2023.
5. The proper notice was given as required by the IDO.

APPEAL: If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **MARCH 24, 2022**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

Official Notice of Decision

Project # PR-2018-001695 Application# SD-2022-00038

Page 2 of 2

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). Appeals should be submitted via email to PLNDRS@CABQ.GOV (if files are less than 9MB in size). For files larger than 9 MB in size, please send an email to PLNDRS@cabq.gov and request that staff send you a link via Smartfile to upload the files to. A Non-Refundable filing fee will be calculated and you will receive instructions about paying the fee online.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal period do so at their own risk. Successful applicants are reminded that there may be other City regulations of the IDO that must be complied with, even after approval of the referenced application(s).

Sincerely,

A handwritten signature in black ink that reads "Jay Rodenbeck". The signature is written in a cursive, flowing style.

Jay Rodenbeck
DRB Chair

JR



AMENDMENT AND EXTENSION AGREEMENT TO
Procedure "B"

Project Name: Fountain Hills Plaza Subdivision

Project Number: 584487

This Amendment and Extension 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 Custom Grading, Inc. ("Developer"), a New Mexico Limited Partnership, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is michael@cginm.com, tru@cginm.com, whose address is PO BOX 94088. (City) Albuquerque, (State) NM (Zip Code) 87199 and whose telephone number is 505-897-4225, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the parties agree that the word "Subdivider" used in any previous Agreements is replaced with the word "Developer" for this Agreement. This change has no substantive effect on any other provision of the agreement.

WHEREAS, the City and the Developer entered into an Agreement on the 4th day of November, 2020, which was recorded on November 06, 2020, pages 1 through 14, as Document No. 2020111917 in the records of Bernalillo County Clerk, State of New Mexico, by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the 21st day of April, 2022; and

THEREFORE, the Developer and the City agree to amend the Original Agreement as follows:

1. Amending paragraph 4. Work Order Requirements: Paragraph 4 in the original Agreement is deleted and replaced by the following amended paragraph 4:

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.

2. Extension of Agreement:

WHEREAS, it appears that the Developer will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Developer an extension of time in which to complete construction of all or part of the improvements, provided the Developer posts an acceptable financial guaranty, as required by the City's Integrated Development Ordinance and the Development Process Manual; and

WHEREAS, the Developer is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

3. The required completion date for construction of the improvements, is extended (Complete either A or B:)

A. For all improvements, the 6th day of May, 2023

B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

B. With this Extension Agreement, Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: Subdivision Bond No B-3263488, Rider dated 4/21/22

Amount: \$ 1,750,726.42

Name of Financial Institution or Surety providing Guaranty:

The Cincinnati Insurance Company

Date City first able to call Guaranty (Construction Completion Deadline): May 6, 2023

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

Additional information: _____

4. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

CITY OF ALBUQUERQUE:

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

DS
C C

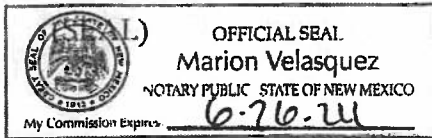
Agreement is effective as of (Date): 4/25/2022 | 2:41 PM MDT

DS
BMR

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 25th day of April, 2022, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



[Signature]
Notary Public
My Commission Expires: June 26, 2024

PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION
600 2nd Street NW, Ground Floor, 87102
P.O. Box 1293, Albuquerque, NM 87103
Office (505) 924-3946

OFFICIAL NOTIFICATION OF DECISION

Michael Montoya, Novus Properties, LLC
7916 Ranchitos Loop NE
Albuquerque, NM 87113

Project# PR-2018-001695
Application#
SD-2022-00038– EXTENSION OF
INFRASTRUCTURE IMPROVEMENTS AGREEMENT

LEGAL DESCRIPTION:

For all or a portion of: **TRACTS A THRU I**,
located on **PASEO DEL NORTE** between
EAGLE RANCH and **RICHLAND HILLS NW**
containing approximately **39.074** acre(s).
(C-12)

On March 9, 2022, the Development Review Board (DRB) held a public meeting concerning the above referenced application and approved the request based on the following Findings:

1. This is a request to extend the Infrastructure Improvements Agreement (IIA). It is a request for a 1-year extension.
2. The IIA expires on April 21, 2022.
3. Pursuant to 14-16-6-4(W)(4)(a) The applicant has made this request in writing prior to the expiration of the previous approval and the DRB, the original approving body, has made a decision using the same procedure required for the initial approval. The city received the application prior to the expiration of the IIA.
4. This action will extend the approval of the IIA to May 6, 2023.
5. The proper notice was given as required by the IDO.

APPEAL: If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **MARCH 24, 2022**. The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal.

Official Notice of Decision

Project # PR-2018-001695 Application# SD-2022-00038

Page 2 of 2

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Sincerely,

A handwritten signature in black ink that reads "Jay Rodenbeck". The signature is written in a cursive, flowing style.

Jay Rodenbeck
DRB Chair

JR

CHANGE RIDER

To be attached to and form a part of Bond No. B-3263488

Executed by Custom Grading, Inc.

as Principal and by THE CINCINNATI INSURANCE COMPANY, as Surety,
in favor of City of Albuquerque

as Obligee and effective as of October 21, 2020
(original effective date of bond)

In consideration of the mutual agreements herein contained the Principal and the Surety
hereby consent to changing the contract amount

From: \$1,573,048.70

To: \$1,750,726.42

Nothing herein contained shall vary, alter or extend any provision or condition of this
bond except as herein expressly stated. This rider is effective on the 21st day of
April 2022

Custom Grading, Inc. [Signature]
Principal

Accepted:

THE CINCINNATI INSURANCE COMPANY

DocuSigned by:
Shahab Biazar
C7E1CB5481E9486
Obligee

By [Signature]
Debbie Martinez, Attorney-in-fact

By 4/25/2022 | 2:41 PM MDT
Title

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Gabriel A. Portillo; Frederic J. Brennan; Katherine Yeager; Ryan F. Brennan and/or Debbie Martinez

of Albuquerque, New Mexico their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

Stephen A. Justice

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 8th day of March, 2022



Ed H.

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

Receipt: 1343113

Product	Name	Extended
AMND	Amendment	\$25.00
	# Pages	9
	Document #	2022043451
	# Of Entries	0
Total		\$25.00
Tender (Check)		\$25.00
Check#	3552	
Paid By	custom grading inc	
Phone #	505-897-4225	

Thank You!

5/2/22 2:38 PM vgarza

City Of Albuquerque



P.O. Box 1293
Albuquerque, NM 87103
www.cabq.gov

March 3, 2023

Michael Montoya, President
Custom Grading, Inc.
PO Box 94088
Albuquerque, NM 87199

Re: Notice of upcoming deadline for completion of improvements and City's intention to call Financial Guaranty – **Infrastructure Improvements Agreement, Procedure B**
Project: **Fountain Hills Subdivision** Project No. **584487**
Financial Guaranty: **Subdivision Bond B-3263488, \$1,750,726.42**

Dear Mr. Michael Montoya:

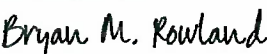
I am the Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by developers. As you are aware, **Custom Grading, Inc.** ("Developer") signed an **Infrastructure Improvements Agreement, Procedure B** ("Agreement") requiring the developer to construct certain infrastructure improvements by May 6, 2023 ("Construction Deadline").

An extension to your Agreement may be available. Please contact Contract Specialist, Carrie Mouck, at 505-924-3996 or camouck@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,


246A88D75FEC4EC
Bryan Rowland, Assistant City Attorney

