



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

SUBDIVISIONS	<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2A)	<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Form S1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Form S1)	MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input checked="" type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input type="checkbox"/> Minor - Final Plat (Form S2)	<input type="checkbox"/> Temporary Deferral of S/W (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)

BRIEF DESCRIPTION OF REQUEST

Request extension of FIB to complete construction

APPLICATION INFORMATION

Applicant: Michael Montoya, Manager, Novus Properties LLC	Phone: 505-321-2720
Address: 7916 Ranchitos Ln NE, Albuquerque NM 87113	Email: michael@cgim.com
City: Albuquerque	State: NM
City: Albuquerque	Zip: 87113
Professional/Agent (if any):	Phone:
Address:	Email:
City:	State:
City:	Zip:
Proprietary Interest in Site:	List all owners:

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: All or portion of Tracts A - J	Block:	Unit:
Subdivision/Addition: Fountain Hills Plaza Subdivision	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s): C-12-2	Existing Zoning:	Proposed Zoning:
# of Existing Lots: N/A	# of Proposed Lots: N/A	Total Area of Site (Acres): 39.074

LOCATION OF PROPERTY BY STREETS

Site Address/Street: Paseo del Norte Between: Eagle Ranch NW and: Richland Hills NW

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

1003445

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: <i>Michael Montoya</i>	Date: 3-1-22
Printed Name: Michael Montoya, Manager, Novus Properties LLC	<input checked="" type="checkbox"/> Applicant or <input type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees

Meeting Date:	Fee Total:
Staff Signature:	Date: Project #

FORM S1: SUBDIVISION OF LAND – MAJOR

Please refer to the DRB public meeting schedule for meeting dates and deadlines. Your attendance is required.

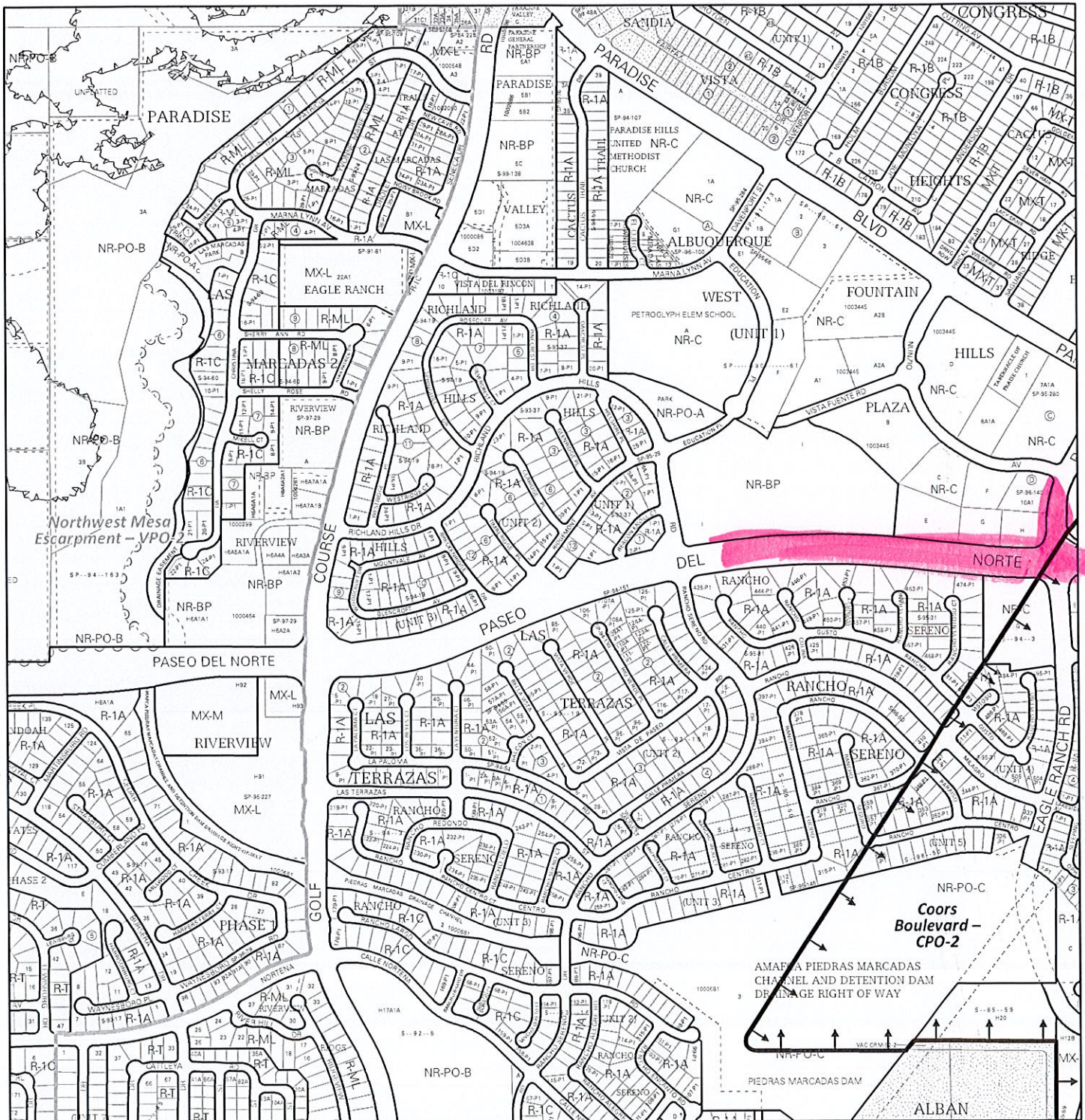
- MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL
- MAJOR AMENDMENT TO PRELIMINARY PLAT
- BULK LAND SUBDIVISION
- Interpreter Needed for Meeting? _____ if yes, indicate language: _____

- ___ 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 on a CD. PDF *shall be organized* with the Development Review Application and this Form S1 at the front followed by the remaining documents *in the order provided on this form*.
- ___ Zone Atlas map with the entire site clearly outlined and labeled
- ___ Letter of authorization from the property owner if application is submitted by an agent
- ___ Sign Posting Agreement
- ___ Sites 5 acres or greater: Archeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ TIS Traffic Impact Study Form
- ___ Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- ___ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(L)
- ___ Proof of Sketch Plat per IDO Section 14-16-6-6(L)(2)(b)
- ___ Required notices with content per IDO Section 14-16-6-4(K)(1)
 - ___ Office of Neighborhood Coordination notice inquiry response
 - ___ Copy of notification letter, completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b), and proof of first-class mailing to affected Neighborhood Association representatives.
 - ___ Proof of emailed notice to affected Neighborhood Association representatives
- ___ Buffer map and list of property owners within 100 feet (excluding public rights-of-way) provided by Planning Department or created by applicant, copy of notifying letter, completed notification forms(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b), and proof of first-class mailing
- ___ Preliminary Plat including the Grading Plan with property owner's and City Surveyor's signatures on the plat
- ___ Sidewalk Exhibit and/or cross sections of proposed streets
- ___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- ___ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- ___ Landfill disclosure statement on the plat per IDO Section 14-16-6-4(S)(5)(d)(2)(d.) if site is within a designated landfill buffer zone
- ___ Proposed Infrastructure List

- EXTENSION OF PRELIMINARY PLAT
- INFRASTRUCTURE LIST EXTENSION OR AN INFRASTRUCTURE IMPROVEMENTS AGREEMENT (IIA) EXTENSION


- For temporary sidewalk deferral extension, use Form V.*
- ✓ 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 on a CD. PDF *shall be organized* with the Development Review Application and this Form S1 at the front followed by the remaining documents *in the order provided on this form*.
 - ✓ Zone Atlas map with the entire site clearly outlined and labeled
 - ✓ Letter of authorization from the property owner if application is submitted by an agent
 - ✓ Letter describing, explaining, and justifying the request per IDO Section 14-16-6-4(X)(4)
 - ✓ Preliminary Plat or site plan
 - ✓ Copy of DRB approved infrastructure list

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting, if required, or otherwise processed until it is complete.</i></p>	
Signature:	Date: <u>3-1-22</u>
Printed Name: <u>Michael Montoya, Manager, Novus Properties LLC</u>	<input checked="" type="checkbox"/> Applicant or <input type="checkbox"/> Agent
FOR OFFICIAL USE ONLY	
Case Numbers: _____	Project Number: _____
Staff Signature: _____	
Date: _____	



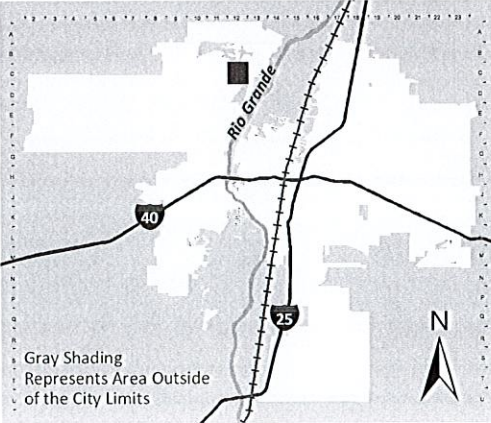
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

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).

Rio Grande



Gray Shading Represents Area Outside of the City Limits

Zone Atlas Page:
C-12-Z

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

0 250 500 1,000 Feet

February 25, 2022

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 essentially complete, and we are just finishing up the projected schedule, the last requested item for NMDOT, after which they are ready to sign off on plans. CABQ's DRC director has said they will approve plans, and our Work Order Permit, with that final signature, and we are tentatively scheduled to begin this work May 1, with a projected completion date in October or November.

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, appearing to read "Michael Montoya", with a stylized flourish at the end.

Michael Montoya
Manager, Novus Properties LLC

FOUNTAIN HILLS PLAZA SUBDIVISION INFRASTRUCTURE IMPROVEMENTS

CITY OF ALBUQUERQUE
COA PROJECT NO. 5844.87
BERNALILLO COUNTY, NEW MEXICO

TRAFFIC NOTES

1. THE CONTRACTOR SHALL RESTRICT LANE CLOSURES TO BETWEEN THE HOURS OF 9:00 AM AND 3:00 PM.
2. THE CONTRACTOR SHALL ACCOMPLISH AS MUCH WORK AS POSSIBLE PRIOR TO STARTING CONSTRUCTION OPERATIONS THAT WILL AFFECT TRAFFIC. THE CONTRACTOR SHALL PROVIDE A LISTING OF SUCH WORK TO THE CITY PROJECT MANAGER AND ENGINEER FOR APPROVAL PRIOR TO STARTING CONSTRUCTION OPERATIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL TRAFFIC AND CONSTRUCTION SIGNAGE UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE CITY OF ALBUQUERQUE.
4. ANY TRAFFIC CLOSURES TO BUSINESSES OR RESIDENCES REQUIRE 48-HOUR NOTICE.

UTILITY COMPANIES

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY
(WATER SERVICES & WATER LINES)
1 CIVIC PLAZA 5TH FLOOR, P.O. BOX 568
ALBUQUERQUE, NM 87103
CONTACT: DAMIAN LUNA, P.E.
PHONE: (505) 289-3031
EMAIL: dluna@abcwua.org

PNM ELECTRIC
(ELECTRICAL SERVICES & ELECTRIC LINES)
4201 EDITH BLVD NE
ALBUQUERQUE, NM 87107
CONTACT: PAUL DUNAGAN
PHONE: (505) 241-3626
EMAIL: paul.dunagan@pnm.com

CENTURY LINK
(TELEPHONE SERVICES)
4301 BOGAN AVENUE NE
ALBUQUERQUE, NM 87107
CONTACT: ABDUL BHIYAN
PHONE: (505) 767-7443
EMAIL: abdul.bhiyan2@centurylink.com

Level (3)
(CABLE TELEVISION)
3830 SINGER BLVD NE
ALBUQUERQUE, NM 87109
CONTACT: JOHN HUFNAGLE
PHONE: (505) 938-7322
EMAIL: john.hufnagle@level3.com

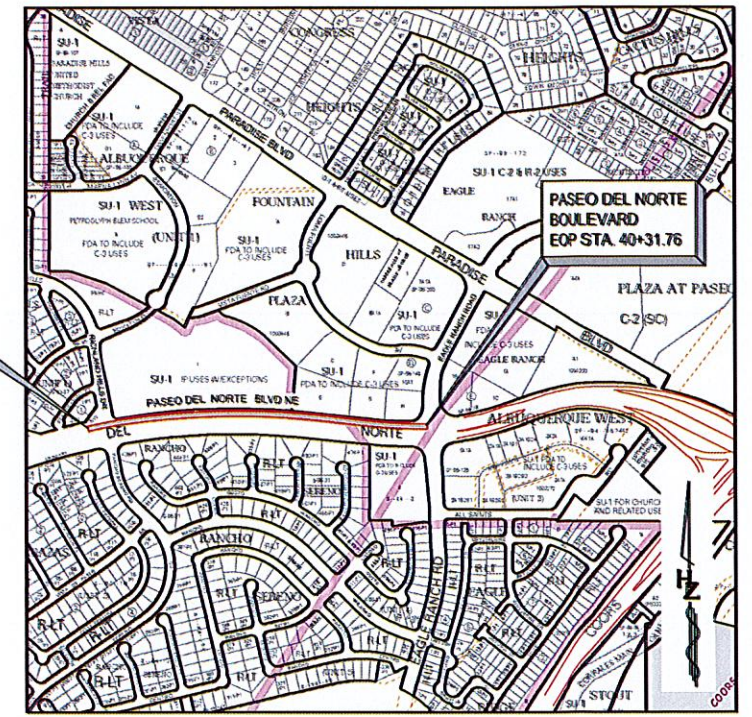
COMCAST
(CABLE TELEVISION)
8440 WASHINGTON STREET NE
ALBUQUERQUE, NM 87013
CONTACT: MIKE MORTUS
PHONE: (505) 271-3644
EMAIL: mike_mortus@cable.comcast.com

VERIZON
(TELEPHONE SERVICES)
6001 MIDWAY PARK
ALBUQUERQUE, NM 87109
CONTACT: ANDY DARNELL
PHONE: (505) 346-4470
EMAIL: andy.darnell@verizon.com

NEW MEXICO GAS COMPANY
(GAS SERVICES & GAS LINES)
4625 EDITH BLVD NE
ALBUQUERQUE, NM 87107
CONTACT: ROBERT SMITH
PHONE: (505) 697-3169
EMAIL: rsmith@tecoenergy.com

CONSTRUCTION PLANS PASEO DEL NORTE BOULEVARD ROADWAY & SIGNAL IMPROVEMENTS

May 6, 2021



VICINITY MAP
ZONE ATLAS MAP
C-122 & C-132



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2	GENERAL NOTES	29	ROAD PLAN	51	STRIPING AND SIGNING PLAN
3	GENERAL NOTES	30	SUGGESTED TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION	52	STRIPING AND SIGNING PLAN
4	LEGEND & ABBREVIATIONS	31	TEMPORARY TRAFFIC CONTROL GENERAL NOTES	53	SIGNING & STRIPING DETAILS
5	PLATS	32	TEMPORARY TRAFFIC CONTROL GENERAL NOTES	54	SIGNING & STRIPING DETAILS
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14	PROPOSED TYPICAL SECTIONS	41	PHASE I - SUGGESTED TRAFFIC CONTROL PLAN	63	TRAFFIC SIGNAL ESTIMATED QUANTITIES
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21	DEMOLITION PLAN	48	PHASE II - SUGGESTED TRAFFIC CONTROL PLAN	70	TRAFFIC SIGNAL INTERCONNECT
22	DEMOLITION PLAN	49	PHASE II - SUGGESTED TRAFFIC CONTROL PLAN	71	TRAFFIC SIGNAL INTERCONNECT
23	DEMOLITION PLAN			72	TRAFFIC SIGNAL INTERCONNECT
24	ROAD COMPOSITE SHEET			73	TRAFFIC SIGNAL INTERCONNECT QUANTITIES
25	ROAD PLAN			74	TRAFFIC SIGNAL QUANTITIES
26	ROAD PLAN			75	EROSION CONTROL SEDIMENT PLAN
27	ROAD PLAN			76	EROSION DETAILS

100% SUBMITTAL

THESE PLANS WERE DESIGNED AND/OR ASSEMBLED BY:


HUITT-ZOLIARS

Huitt-Zollars, Inc. Rio Rancho
333 Rio Rancho Drive NE, Suite 101
Rio Rancho, New Mexico 87124
Phone (505) 892-5141 Fax (505) 892-3259

SCOTT A. EDDINGS, PE
PROJECT ENGINEER

NOVUS PROPERTIES, LLC
FOUNTAIN HILLS PLAZA SUBDIVISION

REV.	SHEETS	CITY ENGINEER	DATE	USER DEPARTMENT	DATE	USER DEPARTMENT	DATE

ENGINEERS STAMP & SIGNATURE: 

APPROVALS:

ORC Chairman		
Transportation		
Water/Wastewater		
Hydrology		
C.I.P.		
Constr. Mngmt.		
Constr. Coord.		
AEHD		

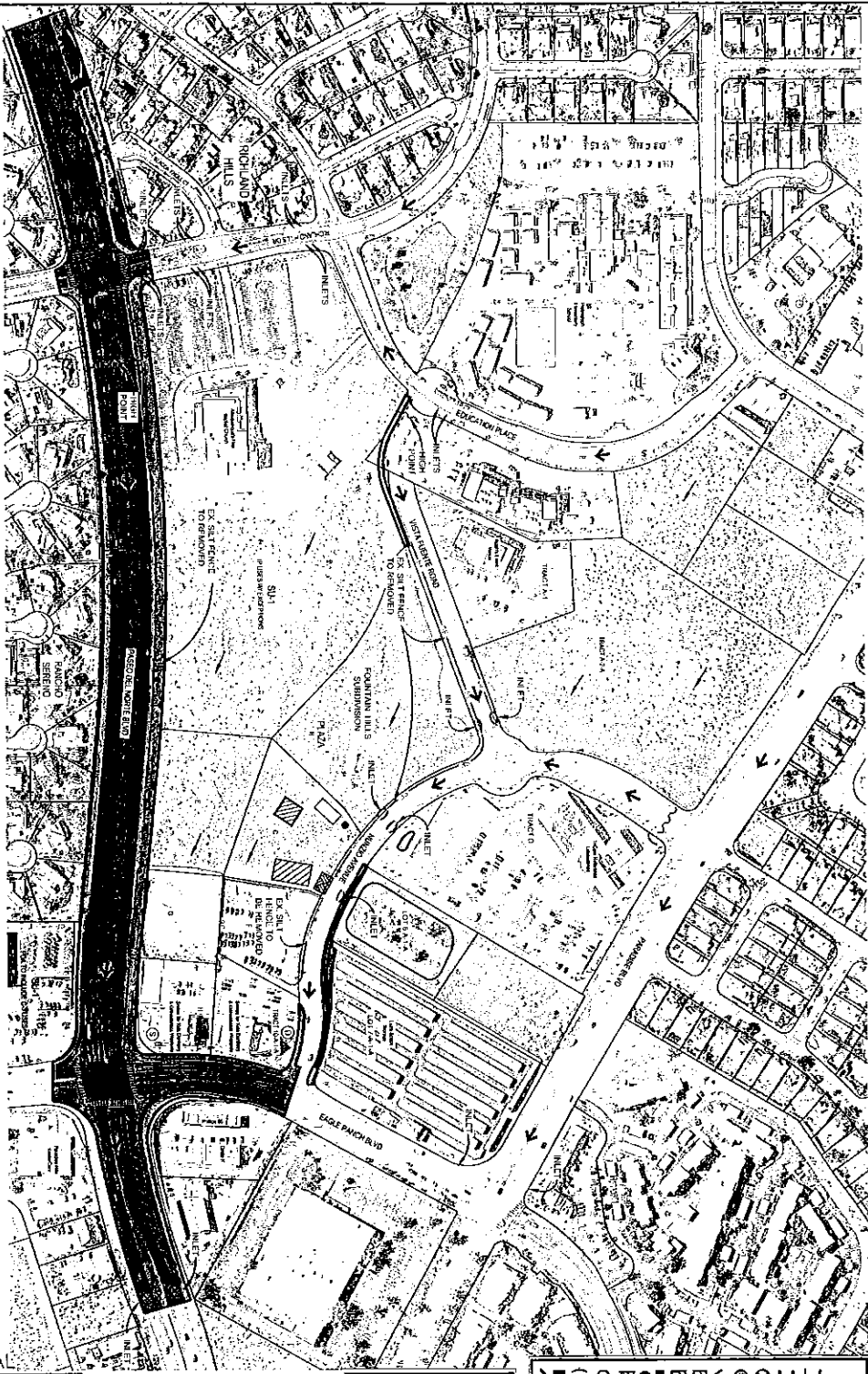
APPROVED FOR CONSTRUCTION

City Engineer: _____ Date: _____

City Project No. 5844.87 Sheet 1 Of 76

Plotted: 5/10/21 5:03:51 PM, By: Talena, Linda
 Title: Construction Plans
 User: TALENA, LINDA
 Plot Date: 5/10/21 5:03:51 PM
 Last Saved: 11/10/2021 6:52:27 PM, lalbyo

EROSION SEDIMENT CONTROL PLAN



100% SUBMITTAL

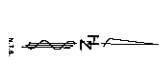
Legend

- Erosion Sediment Control Plan
- Project Footprint & Disturbed Area
- Silt Fence
- Pre Flow
- Flow
- Outlet
- Stabilized Construction Entrance
- Trunk Sediment
- Channel Trench
- Current Wetland
- Existing Pond
- Water Protection
- Proposed Storm Inlet
- State

NOTE

When doing work in the City ROW (sidewalk, storm drain, drive pads) avoid dirt from getting into the street. If dirt is present in the street, the street should be swept every few days or the same day if rain is imminent.

If stock piling dirt in the street and rain is forecast, place hay bales along the down slope side of the pile.



HUNTZOLARS
 Engineering & Surveying, Inc.
 1401 West 11th Street, Suite 100
 Phoenix, AZ 85015
 Phone: (602) 955-1111 Fax: (602) 955-1122
 www.huntzolars.com

NOVUS PROPERTIES, LLC
 Fountain Hills Plaza Subdivision
 EROSION CONTROL SEDIMENT PLAN

NO.	DATE	REVISIONS	BY
DESIGNED BY: CM <td>DATE: 10/26/18 2021 <td></td> <td></td> </td>	DATE: 10/26/18 2021 <td></td> <td></td>		
DRAWN BY: EST <td>DATE: 11/15/18 2021 <td></td> <td></td> </td>	DATE: 11/15/18 2021 <td></td> <td></td>		
DWG NAME: Fountain Hills Plaza <td>PROJ. NO: 18272021 <td></td> <td></td> </td>	PROJ. NO: 18272021 <td></td> <td></td>		
CHECKED BY: SAE <td>DATE: 12/15/18 2021 <td></td> <td></td> </td>	DATE: 12/15/18 2021 <td></td> <td></td>		



SURVEY INFORMATION		BENCH MARKS		AS BUILT INFORMATION	
NO.	FIELD NOTES	STATION	VELOCITY	CONTRACTOR	DATE
		STANDARD 1-1/2" ALLOW 200			
		NEW MCGO STATE PLANT COORDINATES CENTRAL ZONE 14-28			
		1-1/2" 100' 484.78			
		1-1/2" 100' 484.78			
		1-1/2" 100' 484.78			
		1-1/2" 100' 484.78			
		1-1/2" 100' 484.78			
		1-1/2" 100' 484.78			

Project No:

ORIGINAL

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

Figure 12
INFRASTRUCTURE LIST

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 SA process and/or in the review of the construction drawings, if the DRG Chair determines that important items and/or unforeseen items have not been included in the Infrastructure listing, the DRG Chair may include those items in the listing and related financial guarantee. Likewise, if the DRG Chair determines that important or non-essential items can be deleted from the listing, these items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRG Chair, the Urban Department and sign-off by the City Engineer. 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 primarily are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

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
 APY #: 07028-70054
 City Engineer: [Signature] 5-2-08
 City Engineer: [Signature] 01-20-09

Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Eng
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PHASE 1 OFFSITE PUBLIC ROADWAY IMPROVEMENTS

	584480	30' FF 10' MEDIAN	ARTERIAL PAVEMENT W/ MEDIAN & STD CURB & GUTTER W/ 6' SIDEWALK ON SOUTHSIDE	PARADISE BLVD	WEST PROPERTY BOUNDARY	EAST PROPERTY BOUNDARY			
	584480	30' WIDE	4" TEMPORARY ASPHALT	PARADISE BLVD	DAVENPORT ST	WEST PROPERTY BOUNDARY			
	584480	30' WIDE	4" TEMPORARY ASPHALT	PARADISE BLVD	EAST PROPERTY LINE	EXISTING MAN 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 OFFSITE PUBLIC ROADWAY IMPROVEMENTS

	584480	40' F.F. (B)	PAVEMENT W/ POC CURB & GUTTER 30' WIDE	MEMORIAL AVE	EAGLE RANCH RD	VISTA FUENTE ROAD			
	584480	VARIES 26' F.F. MIN - 48' F.F. MAX	PAVEMENT W/ POC CURB & GUTTER 30' WIDE	MEMORIAL AVE EAST HALF OF ROADWAY	VISTA FUENTE ROAD	PARADISE BLVD			
	584480		ROUNDABOUT	MEMORIAL AVE	VISTA FUENTE	MEMORIAL 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 address
 all reference NON-EXIST. Loma Fuente is false.
 (B) Streets incomplete as of 2019 - to be completed by 584487
 Annotations by Jim Roeder, DRG Chair, 8/5/2020.

584480	584480
--------	--------

PHASE 1 PUBLIC SANITARY SEWER IMPROVEMENTS
 8" DIA SANITARY SEWER LINE W/ NEC MFS & SERVICES
 8" DIA SANITARY SEWER LINE W/ NEC MFS & SERVICES
 VISTA FUENTE ROAD

EAGLE RANCH RD
 140' SOUTHWEST OF INTERSECTION OF VISTA FUENTE ROAD & NIUNZO AVE
 PARADISE BLVD
 ANHONG AVE

✓	✓	✓	✓
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584480	584480
--------	--------

PHASE 1 PUBLIC WATERLINE IMPROVEMENTS
 8" DIA WATERLINE W/ NEC VALVES PHS, MFS & RJS
 8" DIA WATERLINE W/ NEC VALVES PHS, MFS & RJS
 VISTA FUENTE ROAD

EAGLE RANCH RD
 EDUCATION PLACE
 PARADISE BLVD
 ANHONG AVE

✓	✓	✓	✓
---	---	---	---

584480	584480
--------	--------

PHASE 1 PUBLIC STORM DRAIN IMPROVEMENTS
 18"-42" DIA ROP W/ NEC MFS, LATERALS, & INLETS
 18"-30" DIA ROP W/ NEC, MFS, LATERALS, & INLETS
 24" DIA ROP W/ NEC, MFS, LATERALS, & INLETS
 2.5 AC-FT DETENTION POND
 EXISTING LOT 6-A-1

PARADISE BLVD
 EDUCATION PLACE
 PARADISE BLVD
 EDUCATION PLACE
 TRACT 6-A-1
 DETENTION POND
 EXISTING LOT 6-A-1

✓	✓	✓	✓
---	---	---	---

584487	584487
584487	584487
584480	584480
584487	584487
584487	584487

PHASE 2 OPPOSITE PUBLIC ROADWAY IMPROVEMENTS
 TRAFFIC SIGNAL
 12" WIDE ADD 2ND LEFT TURN ARTERIAL PAVEMENT W/ RCP CURB & GUTTER
 12" WIDE ADD RIGHT TURN LANE ARTERIAL PAVEMENT W/ PCC CURB & GUTTER
 12" WIDE ADD RIGHT TURN LANE ARTERIAL PAVEMENT
 10' WIDE TRAIL

PARADISE BLVD
 PARADISE BLVD
 PASADO DEL NORTE
 PASADO DEL NORTE
 PASADO DEL NORTE
 WEST PROPERTY LINE
 RICHLAND HILLS RD
 RICHLAND HILLS RD
 PASADO DEL NORTE
 RICHLAND HILLS RD
 150' EAST OF RICHLAND HILLS EAST CURB & GUTTER
 EAGLE RANCH RD

✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓

Sequence #	Project #
	84487
	N/A
	84487
	84487
	84487
	84487

	84480
	84480
	84480
	84480
	84480

Width	Improvement	Location	From	To
12' WIDE	ADD 2ND LEFT TURN LANE ARTERIAL PAVEMENT W/ PCC CURB & GUTTER (ADJ. WIDTH TO BE TAKEN FROM MEDIAN)	PASEO DEL NORTE EAST BOUND LANE		EAGLE RANCH RD
12' WIDE	ADD THIRD THRU LANE STRIPING MODIFICATION ONLY	PASEO DEL NORTE WEST BOUND LANE	BEGINNING FREE RIGHT	EAGLE RANCH RD
12' WIDE	ADD THIRD THRU LANE ARTERIAL PAVEMENT W/ PCC CURB & GUTTER 6" BIKELANE	PASEO DEL NORTE WEST BOUND LANE	EAGLE RANCH RD	RECHARD EAGLE RANCH RD
12' WIDE	ADD LEFT TURN LANE (DONE W/ COST) NO FINANCIAL GUARANTEE REQUIRED	COORS BLVD NORTHBOUND		EAGLE RANCH RD
6' WIDE	BIKE LANE w/ PCC CURB & GUTTER w/ 6" SIDEWALK	EAGLE RANCH ROAD	SOUTH BOUNDARY TRACT 10.A.1	PASEO DEL NORTE

Private Inspector	City Inspector	City Crst Engineer

PHASE 2 ON-SITE PUBLIC ROADWAY IMPROVEMENTS

40' F-F RESIDENTIAL PAVEMENT W/ PCC CURB & GUTTER & PCC 6" WIDE SIDEWALK ON BOTH SIDES

VARIABLES RESIDENTIAL PAVEMENT W/ PCC CURB & GUTTER & PCC 6" WIDE SIDEWALK ON WEST SIDE

NOTE: STREET LIGHTS AS PER COA DPM

6' WIDE PCC SIDEWALK **6" SIDEWALK** (DATE 6/20/07)

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

Sidewalks incomplete as of 2019, to be built w/ 84487

BRUCE STODWORTH, PE
PREPARED BY PRINT NAME
0606207
DRB CHAIR
6/20/07
Christina Stodworth 6/20/07
PARKS & GENERAL SERVICES

BOHANNAN HUSTON INC
FIRM
FRANCS STATION DEVELOPMENT
6-20-07
DATE
6/20/07
DATE
25 225
DATE
6/20/07
DATE
CITY ENGINEER
CITY ENGINEER
DATE
DATE

REVISION	DATE	DESIGNER	DESIGN REVIEW COMMITTEE REVISIONS	USER DEPARTMENT	AGENT/OWNER
A	5-2-07				Heleneka Walker
A	01-20-09				Heleneka Walker

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

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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.

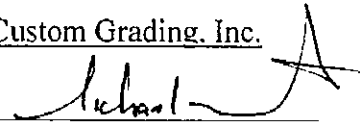
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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: 10/24/20

CITY OF ALBUQUERQUE

By: _____

Shahab Biazar, P.E., City Engineer

Dated: _____

OWNER: Novus Properties LLC

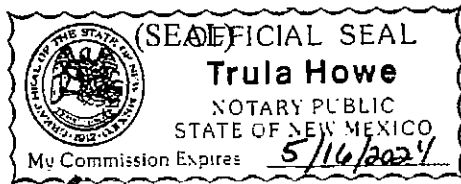
By [Signature:]: Michael

Name [Print]: Michael Montoya

Title: Manager

Dated: 10/29/20

The foregoing Power of Attorney was acknowledged before me on October 29,
2020 by [name of person:] Michael Montoya, [title or capacity, for instance "President":]
Manager of [Owner:] Novus Properties LLC on behalf of the Owner.



[Signature]
Notary Public

My Commission Expires: 5/16/2024