



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

MISCELLANEOUS APPLICATIONS	<input type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)
<input type="checkbox"/> Site Plan Administrative DFT (Forms SP & P2)	PRE-APPLICATIONS
<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)	APPEAL
<input type="checkbox"/> Extension of IIA: Temp. Def. of S/W (Form S3)	<input type="checkbox"/> Decision of Site Plan Administrative DFT (Form A)

BRIEF DESCRIPTION OF REQUEST

APPLICATION INFORMATION		
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:	

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

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

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

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 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

- ___ 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

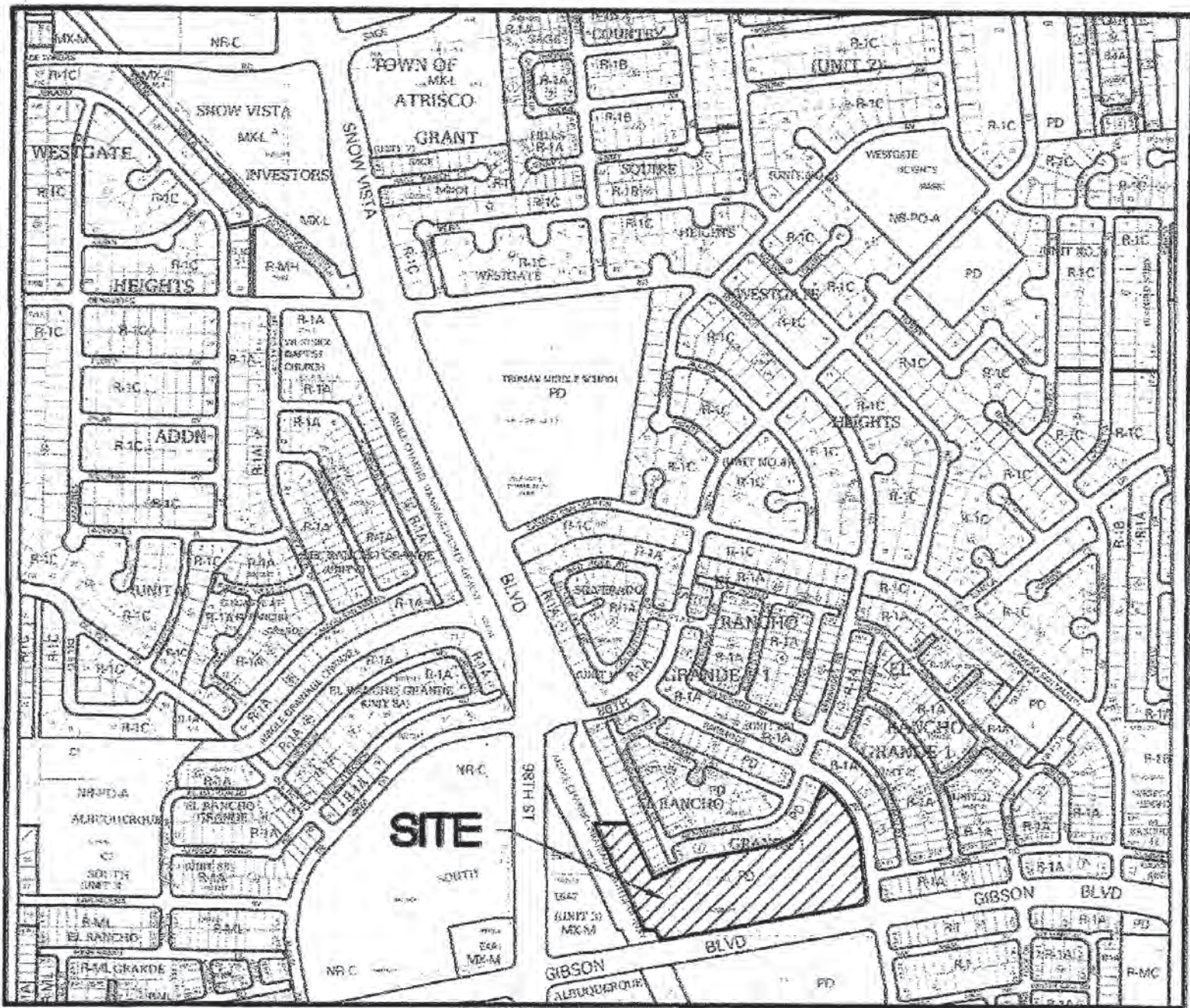
A Single PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as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



Vicinity Map - Zone Atlas M-09-Z

N.T.S.



homewise[®]

your partner in homeownership

February 22, 2024

To Whom it may concern,

This Letter Provides authorization to thompson Engineering Consultants to act as agent for Homewise Inc, the property owner of Sombre Del Oeste subdivision, on all matters concerning the extension of the Infrastructure Improvements Agreement.

Sincerely

Eugene Chavez
Real Estate Development Construction Director
Homewise Inc
505-670-3404

February 22, 2024

Mr. Jay Rodenbeck
Planning Manager
Development Review Services
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Re: REQUEST FOR EXTENSION OF IIA FOR SOMBRA DEL OESTE, CPN 645678

Dear Mr. Rodenbeck:

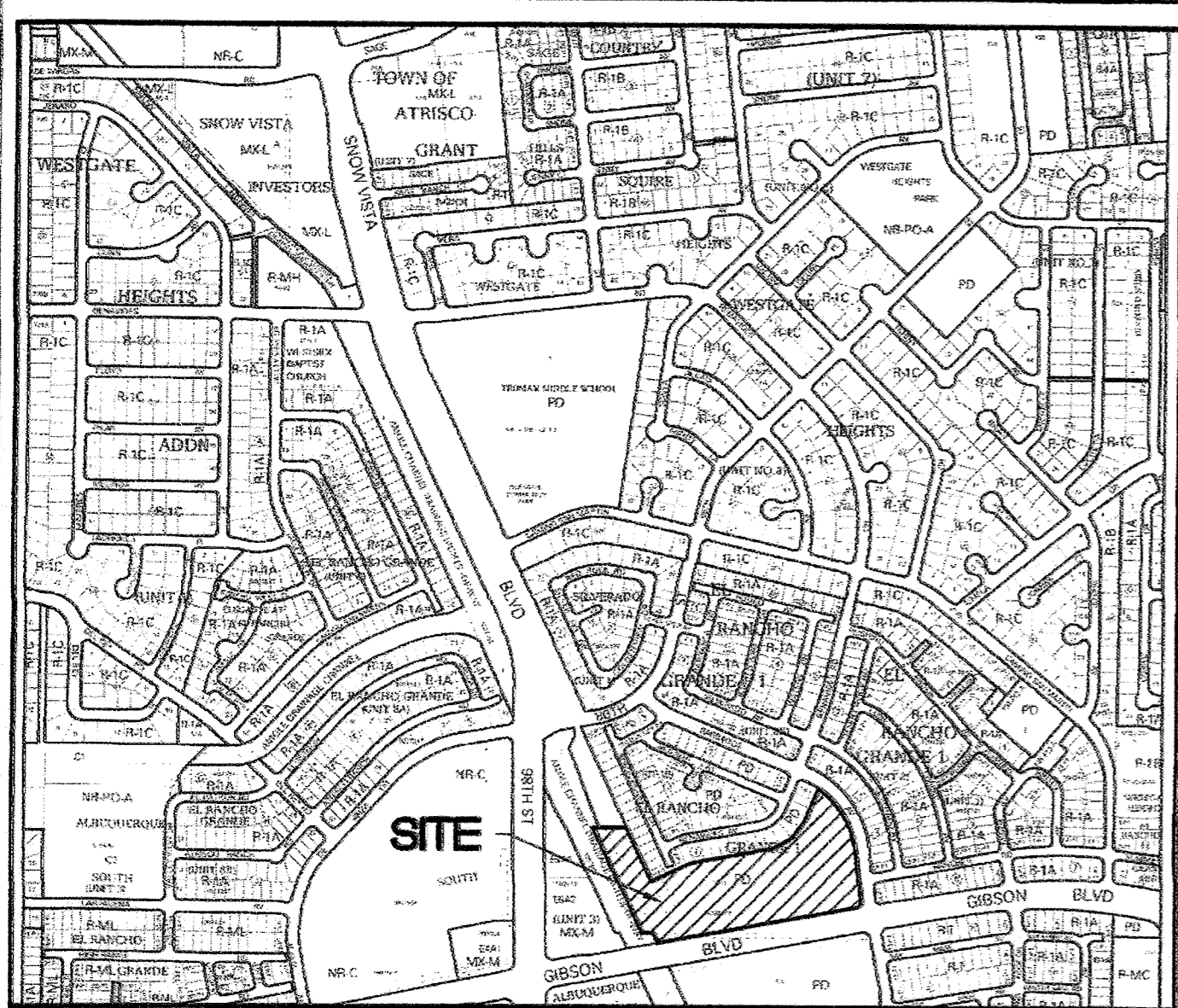
On behalf of Homewise, we request an extension for the IIA, Procedure B for the Sombra del Oeste Subdivision (CPN 645678). We request an extension to May 26, 2025 (see attached Bond Continuation Certificate). Homewise, a non-profit organization, secured funding through the State Legislature to help construct the majority of offsite infrastructure. Bernalillo County has entered into an agreement with Homewise to construct the offsite infrastructure using the State funds. Attached are: the original Infrastructure List, approved on March 30, 2022; an amended Infrastructure List, approved on November 1, 2023; and two amended Infrastructure Lists to split the infrastructure into offsite infrastructure (approved on February 1, 2024) and onsite infrastructure (approved on January 31, 2024).

If you should have any questions, please contact me.

Sincerely,



David B. Thompson, P.E.



Vicinity Map - Zone Atlas M-09-Z

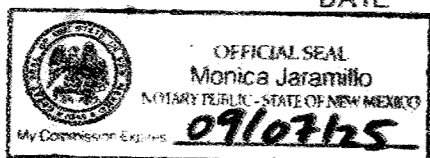
Documents

- TITLE COMMITMENT PROVIDED BY STEWART TITLE, HAVING FILE NO. 1037841 AND AN EFFECTIVE DATE OF MAY 17, 2021.
- PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 12, 2019, IN BOOK 2019C, PAGE 127.
- PLAT OF EL RANCHO GRANDE I, UNIT 1-B, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 12, 2002, IN BOOK 2002C, PAGE 121.
- WARRANTY DEED FOR SUBJECT PROPERTY, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 3, 2019, AS DOCUMENT NO. 2019045667.
- PLAT FOR AMOLE CHANNEL DRAINAGE RIGHTS-OF-WAY, TRACTS 1 THRU 5, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 11, 2009, IN BOOK 2009C, PAGE 171, AS DOCUMENT NO. 2009135016.

Free Consent and Dedication

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

Rachael Sowards 7/5/22
 RACHAEL SEWARDS, REGISTERED AGENT
 SOLARE COLLEGIATE FOUNDATION



STATE OF NEW MEXICO }
 COUNTY OF SANDOVAL } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 07/05 2022
 RACHAEL SEWARDS, REGISTERED AGENT, SOLARE COLLEGIATE FOUNDATION

By: *[Signature]*
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 09/07/2025

Indexing Information

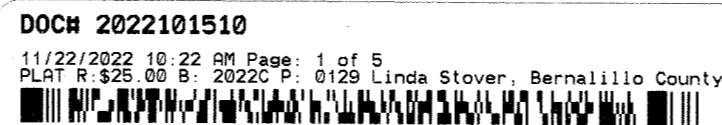
Section 33, Township 10 North, Range 2 East, N.M.P.M.
 as projected into the Town of Atrisco Grant
 Subdivision: El Rancho Grande I
 Owner: Solare Collegiate Foundation
 UPC #: 100905533402040127 (Tract 12-B-1-A)
 100905538202740125 (Tract 12-B-1-B)

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.
- VACATE EASEMENTS AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- DEDICATE RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE..... 10.9991 ACRES
 ZONE ATLAS PAGE NO..... M-09-Z
 NUMBER OF EXISTING TRACTS..... 2
 NUMBER OF TRACTS CREATED..... 6
 NUMBER OF LOTS CREATED..... 75
 MILES OF FULL-WIDTH STREETS..... 0.2860 MILES
 MILES OF HALF-WIDTH STREETS..... 0.0000 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE..... 1.5443 ACRES
 DATE OF SURVEY..... AUGUST 2021



Notes

- FIELD SURVEY PERFORMED IN AUGUST 2021.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
- LOT LINES TO BE ELIMINATED SHOWN HEREON AS

Legal Description

TRACTS 12-B-1-A AND 12-B-1-B OF THE PLAT OF TRACTS 12-B-1A AND 12-B-1-B BEING A REPLAT OF TRACT 12-B-1 OF THE BULK LAND PLAT FOR EL RANCHO GRANDE I, PARCELS 5-A AND 12-B-1 WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 4, TOWNSHIP 9 NORTH, RANGE 2 EAST, NMPM, PROJECTED SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON DECEMBER 12, 2019, IN PLAT BOOK 2019C, PAGE 127.

Flood Notes

BASED UPON SCALING, THIS PROPERTY LIES WITHIN FLOOD ZONE X WHICH IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD AS DETERMINED BY F.E.M.A. AND SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 35001C0336H, DATED AUGUST 16, 2012.

Solar Collection Note

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

Treasurer's Certificate

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND
 PAID ON UPC # 100905533402040127
100905538202740125

PROPERTY OWNER OF RECORD
 Solare Collegiate Foundation

BERNALILLO COUNTY TREASURER'S OFFICE
[Signature] 11/22/22

**Plat for
 Sombra Del Oeste
 Being Comprised of
 Tracts 12-B-1-A and 12-B-1-B
 El Rancho Grande I
 City of Albuquerque
 Bernalillo County, New Mexico
 May 2022**

Project Number: PR-2019-002042

Application Number: SD-2022-00159

Plat Approvals:

- [Signature]* Jun 21, 2022
- PNM Electric Services
Abdul A. Blaylock Jun 17, 2022
- Qwest Corp. d/b/a CenturyLink QC
Pamela C. Stone Jun 30, 2022
- New Mexico Gas Company
Wibe Wostear Jun 17, 2022
- Comcast

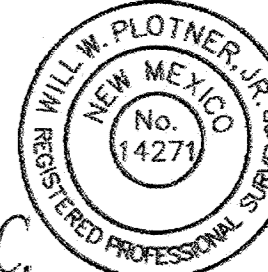
City Approvals:

- Loren N. Risenbauer, P.S.* 6/16/2022
City Surveyor
- Ernest Armijo* Nov 10, 2022
Traffic Engineer
- [Signature]* Nov 10, 2022
ABCWJA
- Cheryl Sumpster* Nov 15, 2022
Parks and Recreation Department
- [Signature]* Nov 10, 2022
Code Enforcement
- [Signature]* 6/27/2022
AMAF
- Tregina Cha* Nov 10, 2022
City Engineer
- [Signature]* Nov 15, 2022
DRB Chairperson, Planning Department

Surveyor's Certificate

I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 6/15/2022
 Will Plotner Jr. Date
 N.M.R.P.S. No. 14271



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 wplotnerjr@gmail.com

**Plat for
Sombra Del Oeste**
Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
City of Albuquerque
Bernalillo County, New Mexico
May 2022

DOCH 2022101510
11/22/2022 10:22 AM Page: 2 of 5
PLAT R: \$25.00 B: 2022C P: 0129 Linda Stover, Bernalillo County

ACS Monument "6_M10"
NAD 1983 CENTRAL ZONE
X=1497827.859 *
Y=1471787.588 *
Z=5050.537 * (NAVD 1988)
G-G=0.999685636
Mapping Angle=-0°16'24.79"
* U.S. SURVEY FOOT

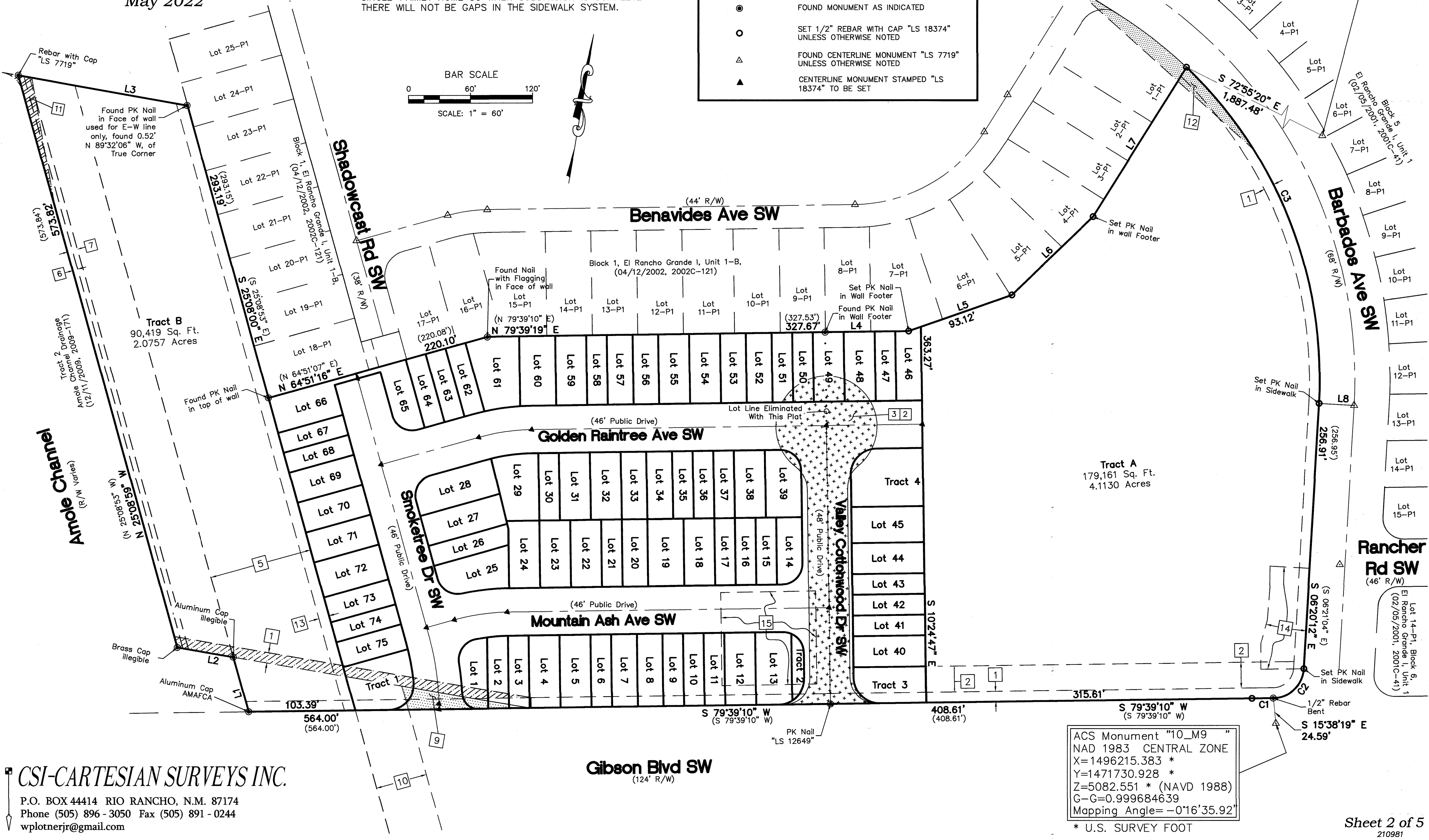
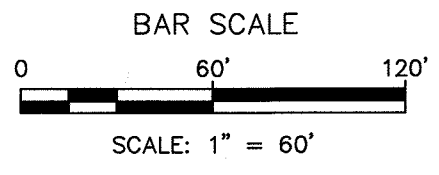
IDO and DPM Waiver Notes

A WAIVER FROM IDO STANDARDS PERMITTING REAR LOT YARDS ALONG GIBSON BOULEVARD WAS APPROVED UNDER VA-2022-00069 ON MARCH 30, 2022.

A TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION ALONG ROADWAYS DEPICTED ON THIS PLAT WAS APPROVED UNDER VA-2022-00071 ON MARCH 30, 2022. SIDEWALKS WILL BE CONSTRUCTED WITH THE DEVELOPMENT OF EACH SINGLE-FAMILY HOME SO WHEN SUBDIVISION IS COMPLETE THERE WILL NOT BE GAPS IN THE SIDEWALK SYSTEM.

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (12/12/2019, 2019C-127)
[N 90°00'00" E]	RECORD BEARINGS AND DISTANCES PER PLAT (08/15/2003, 2003C-249)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374" UNLESS OTHERWISE NOTED
△	FOUND CENTERLINE MONUMENT "LS 7719" UNLESS OTHERWISE NOTED
▲	CENTERLINE MONUMENT STAMPED "LS 18374" TO BE SET



ACS Monument "10_M9"
NAD 1983 CENTRAL ZONE
X=1496215.383 *
Y=1471730.928 *
Z=5082.551 * (NAVD 1988)
G-G=0.999684639
Mapping Angle=-0°16'35.92"
* U.S. SURVEY FOOT

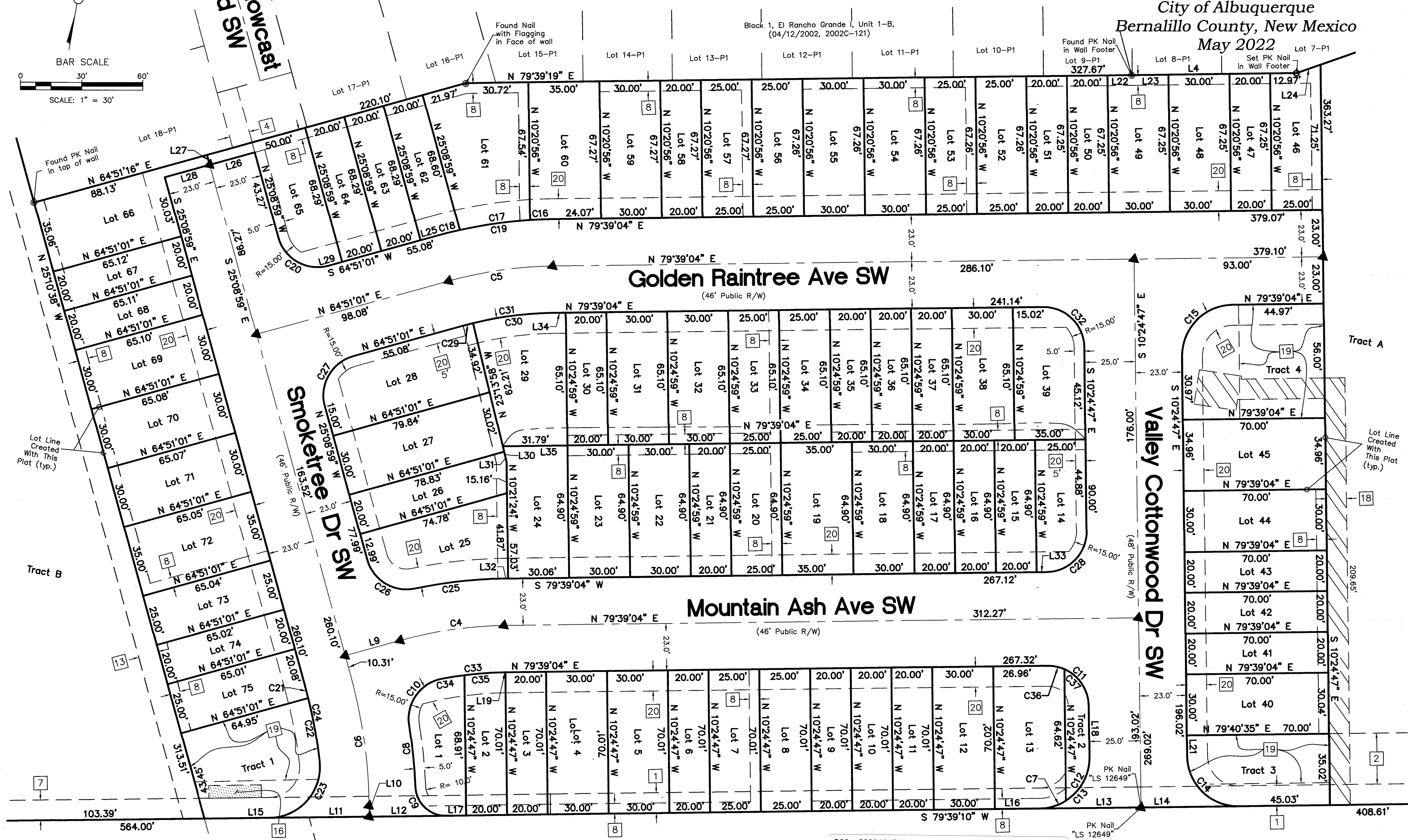
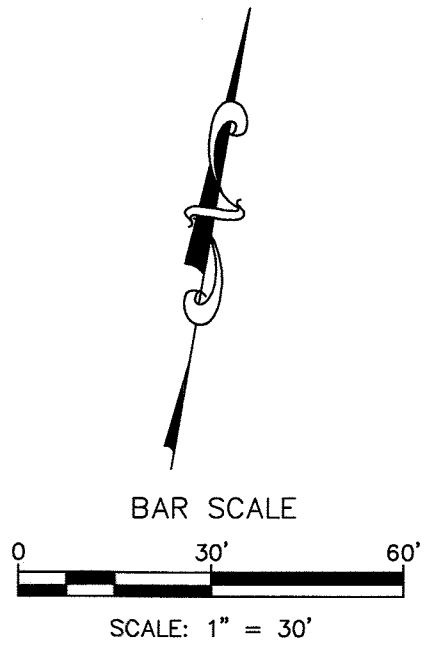
CSI-CARTESIAN SURVEYS INC.
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This Sheet Shows
Townhome Details and
Post-Plat Easements Only

Plat for
Sombra Del Oeste
Being Comprised of
Tracts 12-B-1-A and 12-B-1-B
El Rancho Grande I
City of Albuquerque
Bernalillo County, New Mexico
May 2022



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PLAT R: 225.00 B: 2022C P: 0129 Linda Stover, Bernalillo County

Public Utility Easements

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- C. Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes 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 erected 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 by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC 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.

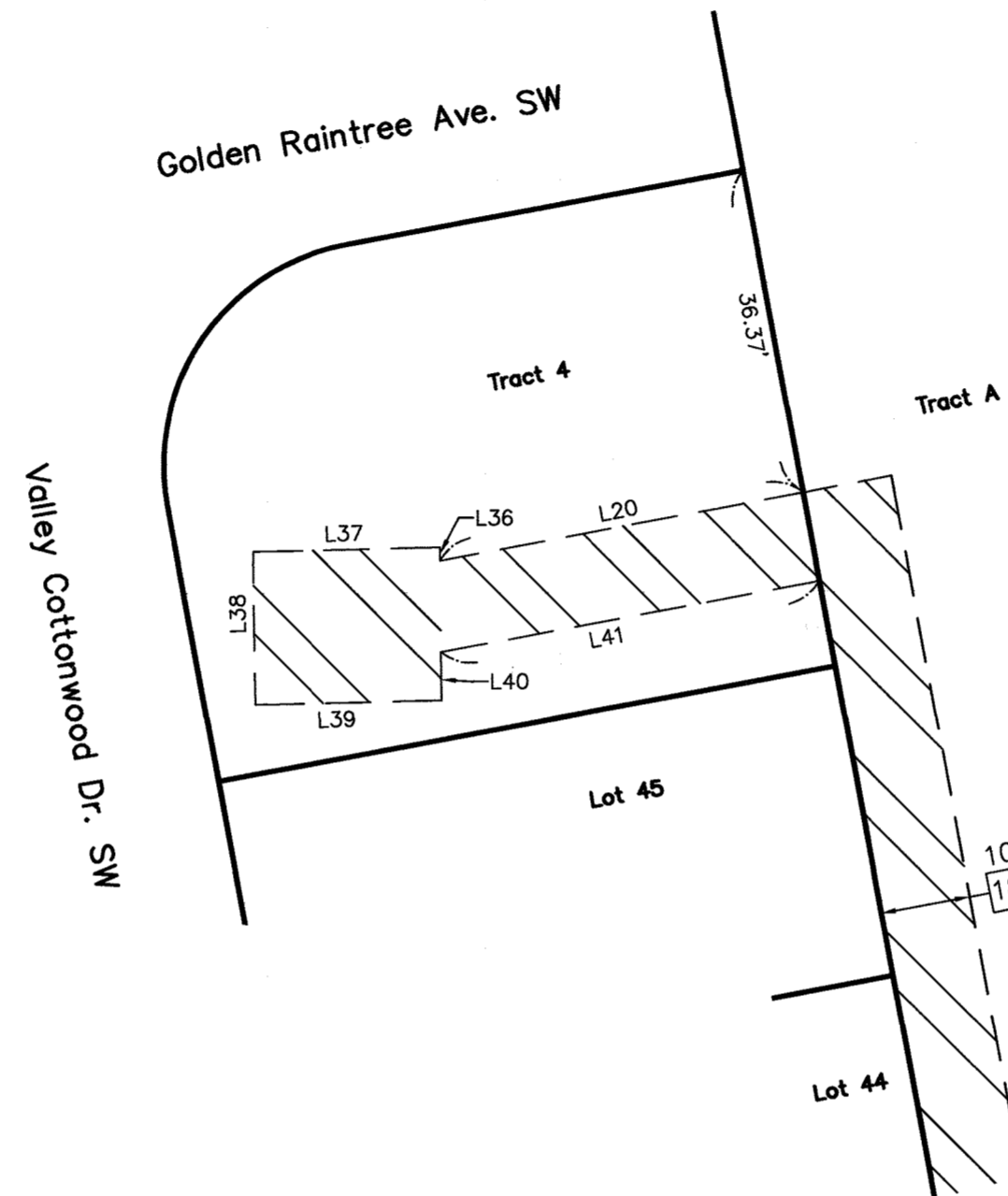
This Sheet Shows All Easement Notes and Additional Notes / Detail Figures

Plat for Sombra Del Oeste Being Comprised of Tracts 12-B-1-A and 12-B-1-B El Rancho Grande I City of Albuquerque Bernalillo County, New Mexico May 2022

DOCH 2022101510

11/22/2022 10:22 AM Page: 4 of 5
PLAT R: \$25.00 B: 2022C P: 0129 Linda Stover, Bernalillo County

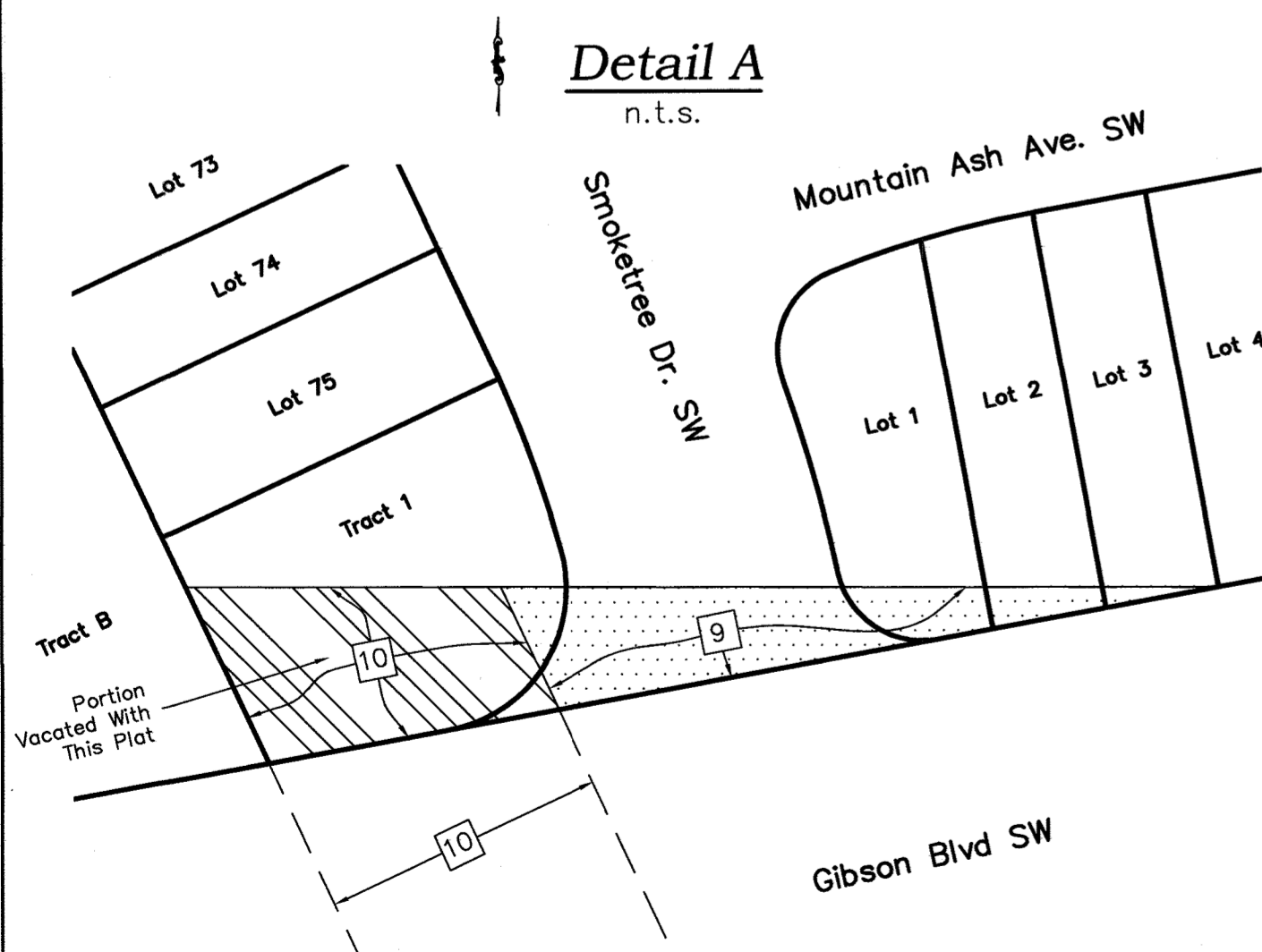
Detail B
n.t.s.



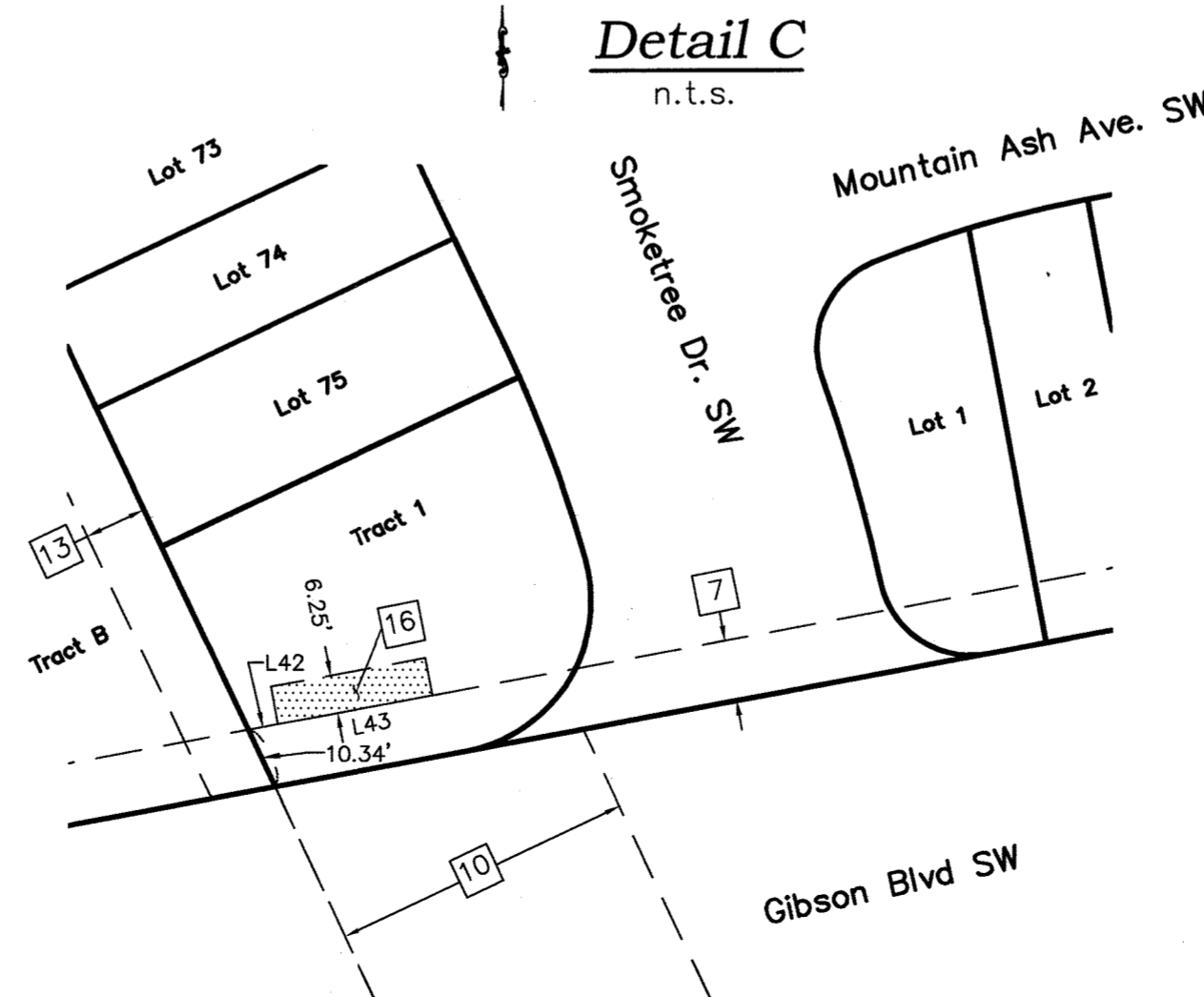
Easement and Drainage Notes

- 1 EXISTING 10' PNM EASEMENT (2/22/2001, 2001C-57) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [diagonal lines]
- 2 EXISTING 25' PRIVATE STORM DRAIN EASEMENT BENEFITING TRACTS 12-B-1-A AND 12-B-1-B AND MAINTAINED BY TRACT 12-B-1-B (12/12/2019, 2019C-127) PORTION VACATED WITH THIS PLAT SHOWN HEREON AS [diagonal lines]
- 3 EXISTING PRIVATE ACCESS EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF TRACTS 12-B-1-A AND 12-B-1-B (12/12/2019, 2019C-127) VACATED WITH THIS PLAT SHOWN HEREON AS [diagonal lines]
- 4 EXISTING 10' PUBLIC PEDESTRIAN ACCESS EASEMENT (4/12/2002, 2002C-121)
- 5 EXISTING 100' PNM EASEMENT (4/12/1956, BK. D348, PG. 43, DOC. NO. 91883)
- 6 EXISTING 5' PNM EASEMENT (1/8/2002, 2002C-7)
- 7 EXISTING 10' PUE (8/15/2003, 2003C-249)
- 8 5' PRIVATE DRAINAGE EASEMENT BENEFITING AND MAINTAINED BY THE OWNERS OF LOTS 1-75 AND TRACTS 1-4 GRANTED WITH THE FILING OF THIS PLAT
- 9 EXISTING 20' PUBLIC PERMANENT WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) VACATED WITH THIS PLAT SHOWN HEREON AS [diagonal lines]. SEE DETAIL A, SHEET 4 OF 5
- 10 EXISTING 50' PUBLIC PERMANENT ACCESS ROAD AND WATERLINE EASEMENT (10/25/1985, BK. MISC. 284-A, PG. 668-671, DOC. NO. 1985090123) PORTION VACATED WITH THIS PLAT. SEE DETAIL A, SHEET 4 OF 5
- 11 EXISTING AMAFCA DRAINAGE EASEMENT (10/7/2005, DOC. NO. 2005149548) SHOWN HEREON AS [diagonal lines]
- 12 EXISTING UNOBSTRUCTED LINE OF SIGHT EASEMENT (1/8/2002, 2002C-7) SHOWN HEREON AS [diagonal lines]
- 13 EXISTING UNDERGROUND PNM EASEMENT (10/4/2005, BK. A104, PG. 6254, DOC. NO. 2005146656)
- 14 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078629)
- 15 AREA OUTLINED BY DRAINAGE COVENANT (9/17/2019, DOC. NO. 2019078634) VACATED WITH THIS PLAT.
- 16 6.25' X 25.83' PNM EASEMENT GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [diagonal lines] SEE DETAIL C ON SHEET 4 OF 5
- 17 INTENTIONALLY OMITTED
- 18 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT, SHOWN HEREON AS [diagonal lines] SEE DETAIL B SHEET 4 OF 5
- 19 PRIVATE DRAINAGE PONDING EASEMENT BENEFITING LOTS 1-75 AND TRACTS 1-4 AND MAINTAINED BY THE OWNERS OF SAID LOTS AND TRACTS. GRANTED WITH THE FILING OF THIS PLAT
- 20 10' P.U.E. (UNLESS OTHERWISE SHOWN) GRANTED WITH THE FILING OF THIS PLAT, SHOWN ON SHEET 3 OF 5

Detail A
n.t.s.



Detail C
n.t.s.



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505) 891-0244
wplotnerjr@gmail.com

Sheet 4 of 5
210981

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

CONTINUATION CERTIFICATE (to be filed with the obligee)

NNM2126 \$1,861,790.65 Project ID #: 645678 Sombra del Oeste; I.I.A. Procedure B with FG
BOND NO. AMOUNT DESCRIPTION
OBLIGEE City of Albuquerque
MERCHANTS NATIONAL BONDING, INC. hereby continues in force Bond for:
PRINCIPAL Homewise, Inc.
DBA _____

All liability under this Continuation Certificate is effective May 26, 2024 and terminates midnight May 26, 2025
This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.
Witness the signature of its President under the corporate seal on January 19, 2024

Attest:
[Signature]
Secretary



MERCHANTS NATIONAL BONDING, INC.
[Signature]
President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants National Bonding, Inc. duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

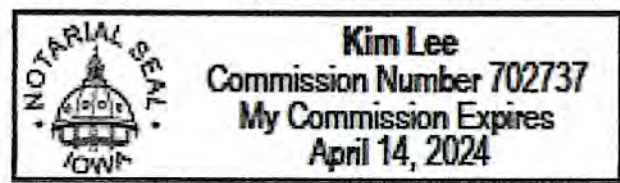
IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS NATIONAL BONDING, INC.
this 19th day of January, 2024
Attest:
[Signature]
Secretary



MERCHANTS NATIONAL BONDING, INC.
[Signature]
President

On this 19th day of January, 2024 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS NATIONAL BONDING, INC., the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

witnessed to and subscribed by me on January 19, 2024
[Signature]
Notary Public Kim Lee



Current DRC
Project Number: _____

FIGURE 12

Date Submitted: 3/30/2022

INFRASTRUCTURE LIST

Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: PR-2019-002042
DRB Application No.: _____

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

SOMBRA DEL OESTE

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACTS 12-B-1-B AND 12-B-1-A, EL RANCHO GRANDE UNIT 1

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		12' WIDE	MEDIAN OPENING WITH 100' LEFT TURN LANE AND 84' TRANSITION	GIBSON BLVD.	VALLEY COTTONWOOD DR.	184' WEST	/	/	/
		10' WIDE	ASPHALT MULTI-PURPOSE TRAIL	GIBSON BLVD.	VALLEY COTTONWOOD DR.	WEST PROPERTY LINE	/	/	/
		28' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	GOLDEN RAIN TREE AVE	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	BARBADOS AVE.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	SMOKETREE DR.	WEST PROPERTY LINE	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	STAMPEDE DR.	BAY MARE AVE.	GIBSON BLVD.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GIBSON BLVD.	STAMPEDE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	SMOKETREE DR.	MOUNTAIN ASH AVE.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		24"	STORM DRAIN W/ MANHOLES	GIBSON BLVD.	BARBADOS AVE.	80' EAST OF VALLEY COTTONWOOD DR.	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		24"	STORM DRAIN W/ MANHOLES AND STORM INLETS	VALLEY COTTONWOOD DR.	50' SOUTH OF SMOKETREE AVE.	35' SOUTH OF GOLDEN RAIN TREE AVE.	/	/	/
		1,704 CF	DETENTION POND A	TRACT 1			/	/	/
		2,408 CF	DETENTION POND B	TRACT 4			/	/	/
		3,157 CF	DETENTION POND C	TRACT 3			/	/	/
		1,250 CF	RETENTION POND D	TRACT B			/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

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

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private	City Cnst

DRC #	DRC #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Inspector	P.E.	Engineer
/	/	/
/	/	/
/	/	/
Approval of Creditable Items:		Approval of Creditable Items:
Impact Fee Administrator Signature	Date	City User Dept. Signature
		Date

NOTES

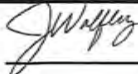
If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
Street lights per City requirements.


1. Sidewalks to be constructed or deferred in accordance with the Sidewalk Exhibit.
2. Pond Stabilization to follow Section 1013 for the Ponds in Tracts 1, 3, 4, and B.

AGENT / OWNER

DAVID B. THOMPSON, P.E.
NAME (print)
THOMPSON ENGR. CONS., INC.
FIRM
 3/30/2022
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

 Mar 30, 2022
DRB CHAIR - date
Jeanne Wolfenbarger Mar 30, 2022
Jeanne Wolfenbarger (Mar 30, 2022 12:45 MDT)
TRANSPORTATION DEVELOPMENT - date
Blaine Carter Mar 30, 2022
Blaine Carter (Mar 30, 2022 12:43 MDT)
UTILITY DEVELOPMENT - date
Ernest Armijo Mar 30, 2022
CITY ENGINEER - date

 Mar 30, 2022
Cheryl Sommerfeldt (Mar 30, 2022 12:47 MDT)
PARKS & RECREATION - date
AMAFCA - date
Jeff Palmer Mar 30, 2022
Jeff Palmer (Mar 30, 2022 12:45 MDT)
CODE ENFORCEMENT - date
- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: 4/28/2023
Date Site Plan Approved: _____ Date
Preliminary Plat Approved: _____ Date
Preliminary Plat Expires: _____
DFT Project No.: PR-2019-002042
DFT Application No.: SD-2023-00118

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

SOMBRA DEL OESTE
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACTS 12-B-1-B AND 12-B-1-A, EL RANCHO GRANDE UNIT 1
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		12' WIDE	MEDIAN OPENING WITH 100' LEFT TURN LANE AND 84' TRANSITION	GIBSON BLVD.	VALLEY COTTONWOOD DR.	184' WEST	/	/	/
		10' WIDE	ASPHALT MULTI-PURPOSE TRAIL	GIBSON BLVD.	VALLEY COTTONWOOD DR.	WEST PROPERTY LINE	/	/	/
		28' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	GOLDEN RAIN TREE AVE	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	BARBADOS AVE.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	SMOKETREE DR.	WEST PROPERTY LINE	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	STAMPEDE DR.	BAY MARE AVE.	GIBSON BLVD.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GIBSON BLVD.	STAMPEDE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	SMOKETREE DR.	MOUNTAIN ASH AVE.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		24"	STORM DRAIN W/ MANHOLES	GIBSON BLVD.	BARBADOS AVE.	80' EAST OF VALLEY COTTONWOOD DR.	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
<input type="text"/>	<input type="text"/>	24"	STORM DRAIN W/ MANHOLES AND STORM INLETS	VALLEY COTTONWOOD DR.	50' SOUTH OF SMOKETREE AVE.	35' SOUTH OF GOLDEN RAINTREE AVE.	/	/	/
<input type="text"/>	<input type="text"/>	1,704 CF	DETENTION POND A	TRACT 1			/	/	/
<input type="text"/>	<input type="text"/>	2,408 CF	DETENTION POND B	TRACT 4			/	/	/
<input type="text"/>	<input type="text"/>	3,157 CF	DETENTION POND C	TRACT 3			/	/	/
<input type="text"/>	<input type="text"/>	1,250 CF	RETENTION POND D	TRACT B			/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification			
							Private Inspector	P.E.	City Cnst Engineer	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
							Approval of Creditable Items:		Approval of Creditable Items:	
							Impact Fee Administrator Signature Date		City User Dept. Signature Date	

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 _____ Sidewalks to be constructed or deferred in accordance with the Sidewalk Exhibit.
 * All Sidewalks to be deferred along frontage of lots.

2 _____ Pond Stabilization to follow Section 1013 for the Ponds in Tracts 1, 3, 4, and B.

AGENT / OWNER	DEVELOPMENT FACILITATION TEAM APPROVALS		
DAVID B. THOMPSON, P.E. NAME (print)	<i>Jay Rodenbeck</i> PLANNING - date Oct 24, 2023	<i>Whitney Belar</i> PARKS & RECREATION - date Oct 24, 2023	
THOMPSON ENGR. CONS., INC. FIRM	<i>Ernest Armijo</i> TRANSPORTATION DEVELOPMENT - date Oct 25, 2023		
<i>David B. Thompson</i> SIGNATURE - date 4/28/2023	<i>Jim G...</i> UTILITY DEVELOPMENT - date Nov 1, 2023	<i>Jeff Palmer</i> AMAFCA - date Oct 25, 2023 CODE ENFORCEMENT - date	
	<i>Shahab Biagar</i> CITY ENGINEER - date Oct 25, 2023	<i>Regina Cho</i> HYDROLOGY - date Oct 25, 2023	

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: 1/31/2024

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DFT Project No.: PR-2019-002042

DFT Application No.: SD-2024-00006

INFRASTRUCTURE LIST

EXHIBIT "A"

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

SOMBRA DEL OESTE

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACTS 12-B-1-B AND 12-B-1-A, EL RANCHO GRANDE UNIT 1

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
DRC #	DRC #								
<input type="text"/>	<input type="text"/>	12' WIDE	MEDIAN OPENING WITH 100' LEFT TURN LANE AND 84' TRANSITION	GIBSON BLVD.	VALLEY COTTONWOOD DR.	184' WEST	/	/	/
<input type="text"/>	<input type="text"/>	10' WIDE	ASPHALT MULTI-PURPOSE TRAIL	GIBSON BLVD.	VALLEY COTTONWOOD DR.	WEST PROPERTY LINE	/	/	/
<input type="text"/>	<input type="text"/>	28' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAIN TREE AVE.	/	/	/
<input type="text"/>	<input type="text"/>	26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	GOLDEN RAIN TREE AVE	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
<input type="text"/>	<input type="text"/>	26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
<input type="text"/>	<input type="text"/>	26' F-F	PAVING, CURB AND GUTTER, 5' SIDEWALKS ON BOTH SIDES*	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
<input type="text"/>	<input type="text"/>	8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	SMOKETREE DR.	WEST PROPERTY LINE	/	/	/
<input type="text"/>	<input type="text"/>	8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	SMOKETREE DR.	GIBSON BLVD.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	VALLEY COTTONWOOD DR.	GIBSON BLVD.	GOLDEN RAINTREE AVE.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	MOUNTAIN ASH AVE.	SMOKETREE DR.	VALLEY COTTONWOOD DR.	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	GOLDEN RAINTREE AVE.	SMOKETREE DR.	EAST PROPERTY LINE	/	/	/
		8"	SANITARY SEWER LINE W/ MANHOLES	SMOKETREE DR.	MOUNTAIN ASH AVE.	10' SOUTH OF NORTH PROPERTY LINE	/	/	/
		24"	STORM DRAIN W/ MANHOLES AND STORM INLETS	VALLEY COTTONWOOD DR.	50' SOUTH OF SMOKETREE AVE.	35' SOUTH OF GOLDEN RAINTREE AVE.	/	/	/
		1,704 CF	DETENTION POND A	TRACT 1			/	/	/
		2,408 CF	DETENTION POND B	TRACT 4			/	/	/
		3,157 CF	DETENTION POND C	TRACT 3			/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
		1,250 CF	RETENTION POND D	TRACT B			/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
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Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification			
							Private Inspector	P.E.	City Cnst Engineer	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
<input type="text"/>	<input type="text"/>						/	/	/	
							Approval of Creditable Items:		Approval of Creditable Items:	
							Impact Fee Administrator Signature Date		City User Dept. Signature Date	

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 Sidewalks to be constructed or deferred in accordance with the Sidewalk Exhibit.
* All Sidewalks to be deferred along frontage of lots.
- 2 Pond Stabilization to follow Section 1013 for the Ponds in Tracts 1, 3, 4, and B.
- 3 All infrastructure noted in the Availability Statement must be constructed prior to any service being sold.

AGENT / OWNER	DEVELOPMENT FACILITATION TEAM APPROVALS			
DAVID B. THOMPSON, P.E. NAME (print)	<i>Jay Rodenbeck</i> 01/31/24 PLANNING - date	<i>Whitney Phelan</i> 01/31/24 PARKS & RECREATION - date		
THOMPSON ENGR. CONS., INC. FIRM	<i>Ernest Armijo</i> 01/31/24 TRANSPORTATION DEVELOPMENT - date	<i>Jeff Palmer</i> 01/31/24 <small>Jeff Palmer Jan 31, 2024 11:57 MST</small> CODE ENFORCEMENT - date	AMAFCA - date	
<i>David B. Thompson</i> 1/31/2024 SIGNATURE - date	<i>David G...</i> 01/31/24 UTILITY DEVELOPMENT - date	<i>Heppie Cho</i> 01/31/24 HYDROLOGY - date		
	<i>Shahab Biazar</i> 01/31/24 CITY ENGINEER - date			
DESIGN REVIEW COMMITTEE REVISIONS				

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: 1/31/2024
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DFT Project No.: PR-2019-002042
DFT Application No.: SD-2024-00006

INFRASTRUCTURE LIST

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

SOMBRA DEL OESTE

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACTS 12-B-1-B AND 12-B-1-A, EL RANCHO GRANDE UNIT 1
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	Private P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>	8"	WATER LINE W/ VALVES, FH, MJ'S, AND RJ'S	GIBSON BLVD.	BARBADOS AVE.	VALLEY COTTONWOOD DR.	/	/	/
<input type="text"/>	<input type="text"/>	8"	SANITARY SEWER LINE W/ MANHOLES	STAMPEDE DR.	BAY MARE AVE.	GIBSON BLVD.	/	/	/
<input type="text"/>	<input type="text"/>	8"	SANITARY SEWER LINE W/ MANHOLES	GIBSON BLVD.	STAMPEDE DR.	VALLEY COTTONWOOD DR.	/	/	/
<input type="text"/>	<input type="text"/>	24"	STORM DRAIN W/ MANHOLES	GIBSON BLVD.	BARBADOS AVE.	80' EAST OF VALLEY COTTONWOOD DR.	/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
						Approval of Creditable Items:	Approval of Creditable Items:		
						Impact Fee Administrator Signature	Date	City User Dept. Signature	Date

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 All infrastructure noted in the Availability Statement must be constructed prior to any service being sold.

- 2

AGENT / OWNER	DEVELOPMENT FACILITATION TEAM APPROVALS			
DAVID B. THOMPSON, P.E. NAME (print)	<i>Jay Rodenbeck</i> PLANNING - date 01/31/24	<i>Whitney Phelan</i> PARKS & RECREATION - date 01/31/24		
THOMPSON ENGR. CONS., INC. FIRM	<i>Ernest Armijo</i> TRANSPORTATION DEVELOPMENT - date 01/31/24		<i>Jeff Palmer</i> AMAFCA - date 02/01/24 <small>Jeff Palmer (Feb 1, 2024 08:16 MST)</small>	
<i>David B. Thompson</i> SIGNATURE - date 1/31/2024	<i>Ernest Armijo</i> UTILITY DEVELOPMENT - date 31/01/2024		<i>Jeff Palmer</i> CODE ENFORCEMENT - date	
	<i>Shahab Biagar</i> CITY ENGINEER - date 01/31/24		<i>Regina Cho</i> HYDROLOGY - date 01/31/24	
DESIGN REVIEW COMMITTEE REVISIONS				

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Sombra del Oeste
Project Number: 645678

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 ___ Homewise, Inc. _____ ("Developer"), a ___ New Mexico Non-Profit Organization ____, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is ___ dslavin@homewise.org _____, whose address is ___ 500 2nd Street SW ___ (Street or PO Box) ___ Albuquerque, NM _____ (City, State), ___ 87102_ (Zip Code) and whose telephone number is _____, 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:] TR 12B1A Plat of Tract 12-B-1-A of the Plat of Tracts 12-B-1A and 12-B1B being a replat of Tract 12-B-1 of the Bulk Land Plat for El Rancho Grande I, Parcels 5-A and 12-B-1 within the Town of Atrisco Grant, projected Section 4, Township 9 North, Range 2 East, NMPM, projected Section 33, Township 10 North, Range 2 East, NMPM _____ recorded on ___ December 12, 2019___, attached, pages ___ 127 ___ through ___ 127___, as Document No. ___ 2019105929 ___ 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:] ___ Solare Collegiate Foundation _____ ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as ___ Sombra del Oeste Being Comprised of Tracts 12-B-1-A and 12-B-1-B El Rancho Grande I ___ 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 public Improvements shall be performed by ___ Cartesian Surveys ____, and construction surveying of the private Improvements shall be performed by Cartesian 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 ___ Thompson Engineering Consultants, Inc. ___ and inspection of the private Improvements shall be performed by ___ Thompson Engineering Consultants, Inc. ____, 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 ___ Western Technologies Inc. ____, and field testing of the private Improvements shall be performed by ___ Western Technologies Inc. ___ both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the 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
Amount: \$ 1,861,790.65
Name of Financial Institution or Surety providing Guaranty: Merchants National Bonding, Inc.
Date City first able to call Guaranty (Construction Completion Deadline): March 30, 2024
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 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

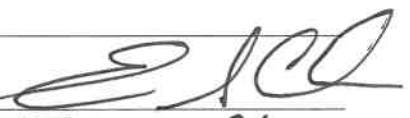
unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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:

By [Signature]: 
Name [Print]: Eugene Chavez
Title: Senior Construction Manager
Dated: 9/19/22

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

This instrument was acknowledged before me on this 19 day of September, 2022, by
[name of person:] Eugene Chavez, [title or capacity, for instance,
"President" or "Owner":] Home Senior Construction Manager of
[Developer:] Home wise Inc

STATE OF NEW MEXICO
NOTARY PUBLIC
BERLINDA L. DELGADO
COMMISSION # 1019439
COMMISSION EXPIRES 02/22/2025

Berlinda L Delgado
Notary Public
My Commission Expires: 02/22/2025

CITY OF ALBUQUERQUE:

DocuSigned by:

DS

BMR

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

Agreement is effective as of (Date): 10/13/2022 | 10:27 AM MDT

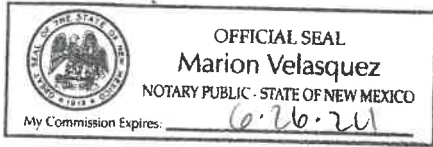
CITY'S NOTARY

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

This instrument was acknowledged before me on this 13th day of October, 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



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]



[To be used with SIA Procedure B, B-Modified, or Sidewalk Deferral

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)
COUNTY OF Bernalillo) ss.

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Solare Collegiate Foundation ("Owner"), of [address:] Tract 12-B-1-A of the Plat of Tracts 12-B-1A and 12-B1B being a replat of Tract 12-B-1 of the Bulk Land Plat for El Rancho Grande I, Parcels 5-A and 12-B-1 within the Town of Atrisco Grant, projected Section 4, Township 9 North, Range 2 East, NMPM, projected Section 33, Township 10 North, Range 2 East, NMPM [City:] Albuquerque, [State:] New Mexico [zip code:] 87121, hereby makes, constitutes and appoints [name of Developer:] Homewise, Inc. ("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:]: Norma Binder

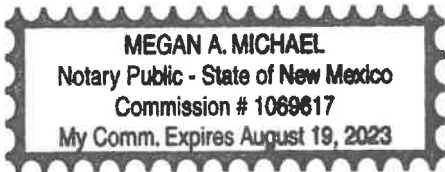
Name [Print]: NORMA BINDER

Title: Secretary - Solare Foundation

Dated: 6/23/2022

The foregoing Power of Attorney was acknowledged before me on June 23rd,
20 22 by [name of person:] Norma Binder, [title or capacity, for
instance "President":] Secretary of [Owner:]
Solare Foundation on behalf of the Owner.

(SEAL)



M.A. Michael
Notary Public

My Commission Expires: 19 August 2023

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Executed One (1) Original Bond

Bond No. [Surety's No:] NNM2126

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Homewise, Inc. ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Corporation as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] One Million Eight Hundred Sixty One Thousand Seven Hundred Ninety and 65/100 Dollars, ([amount in figures:] \$ 1,861,790.65), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Sombra del Oeste ("Developer's Property"), City Project No. Project ID #: 645678; and

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

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

Project ID #: 645678; Sombra del Oeste; I.I.A. Procedure B with FG; Albuquerque, NM.

("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer;] Homewise, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20 _____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] NNM2126

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] March 30, 2024 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 16th day of September, 2022.

DEVELOPER

Homewise, Inc.
By [signature:] [Signature]
Name: Daniel Slavin
Title: Senior Director of Real Estate Development
Dated: September 16, 2022

SURETY

Merchants National Bonding, Inc.
By [signature:] [Signature]
Name: Susan D. Martin
Title: Attorney-In-Fact
Dated: September 16, 2022



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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Josh Lujan; Michael Byrd; Michelle Vialpando; Robert C Zettel; Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of March, 2021.



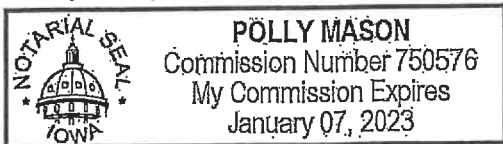
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of September, 2022.



William Warner Jr.
Secretary

Compton, Carrie

From: Boruff, Joshua <joshua.boruff@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:48 AM
To: Mascarenas, Emily; Jaime Jaramillo
Cc: Compton, Carrie; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] Forward to phishing@cabq.gov and delete if an email causes any concern.

Hi Jaimie,

You have our authorization to add that date to the bond forms.

Thank you!



Risk & Insurance | Employee Benefits | Retirement & Private Wealth
Ready for tomorrow.

Josh Boruff (Pronouns: He/Him/His)
Account Manager

HUB Southwest
6565 Americas Parkway NE Suite 720
Albuquerque, NM 87110

Office: 505-262-9418

Fax: 866-487-3972

joshua.boruff@hubinternational.com

www.hubinternational.com



From: Mascarenas, Emily <emily.mascarenas@hubinternational.com>
Sent: Wednesday, October 5, 2022 9:46 AM
To: Jaime Jaramillo <JJaramillo@homewise.org>; Boruff, Joshua <joshua.boruff@hubinternational.com>
Cc: Compton, Carrie <cacompton@cabq.gov>; tecnm@yahoo.com
Subject: RE: Sombra del Oeste Subdivision IIA - CPN 645678

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

Receipt: 1391468

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2022094254
	# Of Entries	0
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2022094255
	# Of Entries	0
Total		\$50.00

Tender (Check) \$50.00
Check# 3676

Paid By THOMPSON
ENGINEERING

Phone # 5052712199

Thank You!

10/24/22 2:49 PM msouchet