



Effective 3/01/2022

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) (Forms P2)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Amendment to Site Plan (Forms P & P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & 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 (Forms S & S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	PRE-APPLICATIONS
<input type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plan Review and Comment (Form P2)
SITE PLANS	<input type="checkbox"/> Waiver to IDO (Form V2)	APPEAL
<input type="checkbox"/> DRB Site Plan (Forms P & P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)
BRIEF DESCRIPTION OF REQUEST		
2 Year Extension for IIA for Solare Charter School		

APPLICATION INFORMATION		
Applicant/Owner: Solare Collegiate Foundation		Phone: 505.242-6411
Address: 1720 Bridge Blvd. SW		Email: peter.lorenzo@unirac.com
City: Albuquerque	State: NM	Zip: 87105
Professional/Agent (if any): Mark Goodwin & Associates, PA		Phone: 505.828.2200
Address: PO BOX 90606		Email: hiram@goodwinengineers.com
City: Albuquerque	State: NM	Zip: 87199
Proprietary Interest in Site:	List all owners: Solare Collegiate Foundation	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Tract 12-B-1-A and 12-B-1-B	Block:	Unit:
Subdivision/Addition: El Rancho Grande Unit 1	MRGCD Map No.:	UPC Code: 100905538003040125
Zone Atlas Page(s): M-9	Existing Zoning: PD	Proposed Zoning PD
# of Existing Lots: 1	# of Proposed Lots: 2	Total Area of Site (Acres): 10.9983
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 8801 Gibson Blvd.	Between: 98th Street	and: Barbados Ave. SW
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
PR-2019-002042		

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: 08-24-2022
Printed Name: Hiram Crook, EI	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

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 to City Staff using other on-line resources such as Dropbox or FTP. 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)

- 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

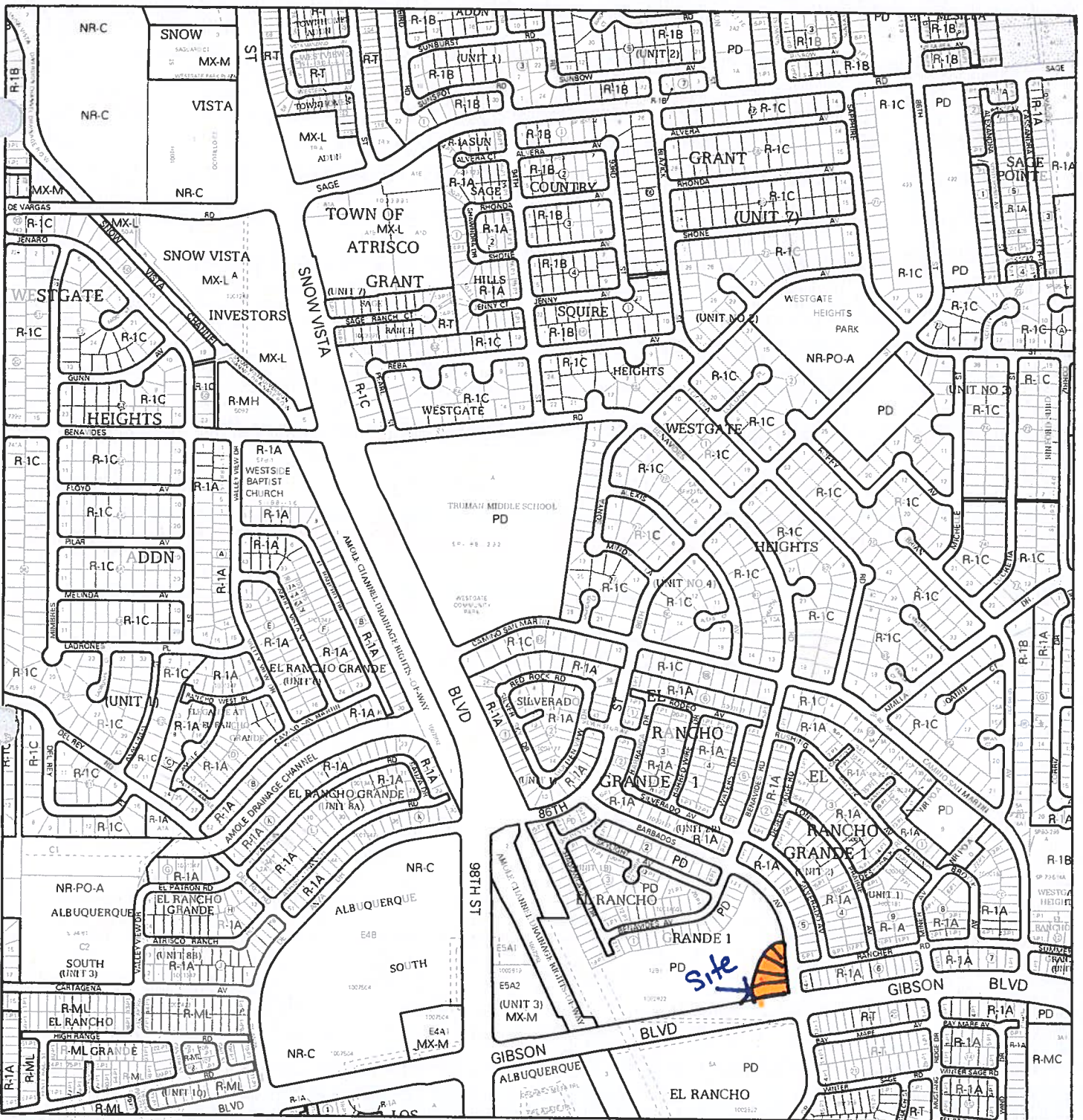
- Sidewalk Exhibit and/or cross sections of proposed streets
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- Sensitive 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 to City Staff using other on-line resources such as Dropbox or FTP. 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

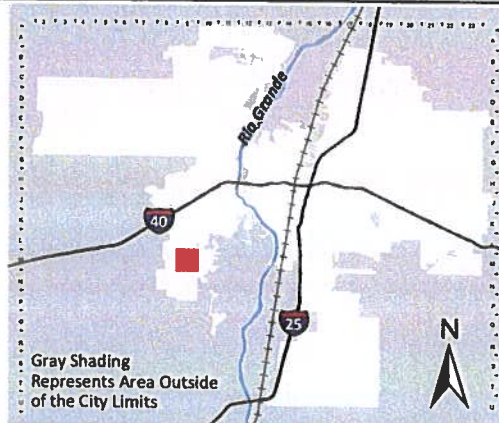


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018



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



Zone Atlas Page:
M-09-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

Gray Shading Represents Area Outside of the City Limits

0 250 500 1,000 Feet

Ms. Kym Dicome
DRB Chair
City of Albuquerque
600 2nd Street SW
Albuquerque, NM 87102

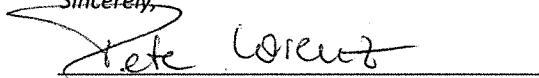
**Re: Replat/subdivision of property at NW corner of Gibson Blvd. SW and Barbados Ave. SW
Tract 12-B-1 El Rancho Grande 1
Within the Town of Atrisco Grant
Projected Section 33
Township 10 North, Range 2 East, NMPM
City of Albuquerque, Bernalillo County, New Mexico**

Dear Ms. Dicome,

Please be advised Mark Goodwin & Associates is authorized to act on behalf of Solare Collegiate Foundation in connection with the above referenced project for all DRB Applications and Submittals.

Please contact my office if I can be of further assistance regarding this application.

Sincerely,

A handwritten signature in black ink that reads "Peter Lorenz". The signature is written in a cursive style and is positioned above a horizontal line.

Peter Lorenz
Solare Collegiate Foundation



D. Mark Goodwin & Associates, P.A.
Consulting Engineers

P.O. BOX 90606, ALBUQUERQUE, NM 87199
(505) 828-2200 FAX 797-9539

August 25, 2022

Ms. Jolene Wolfley
DRB Chair
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

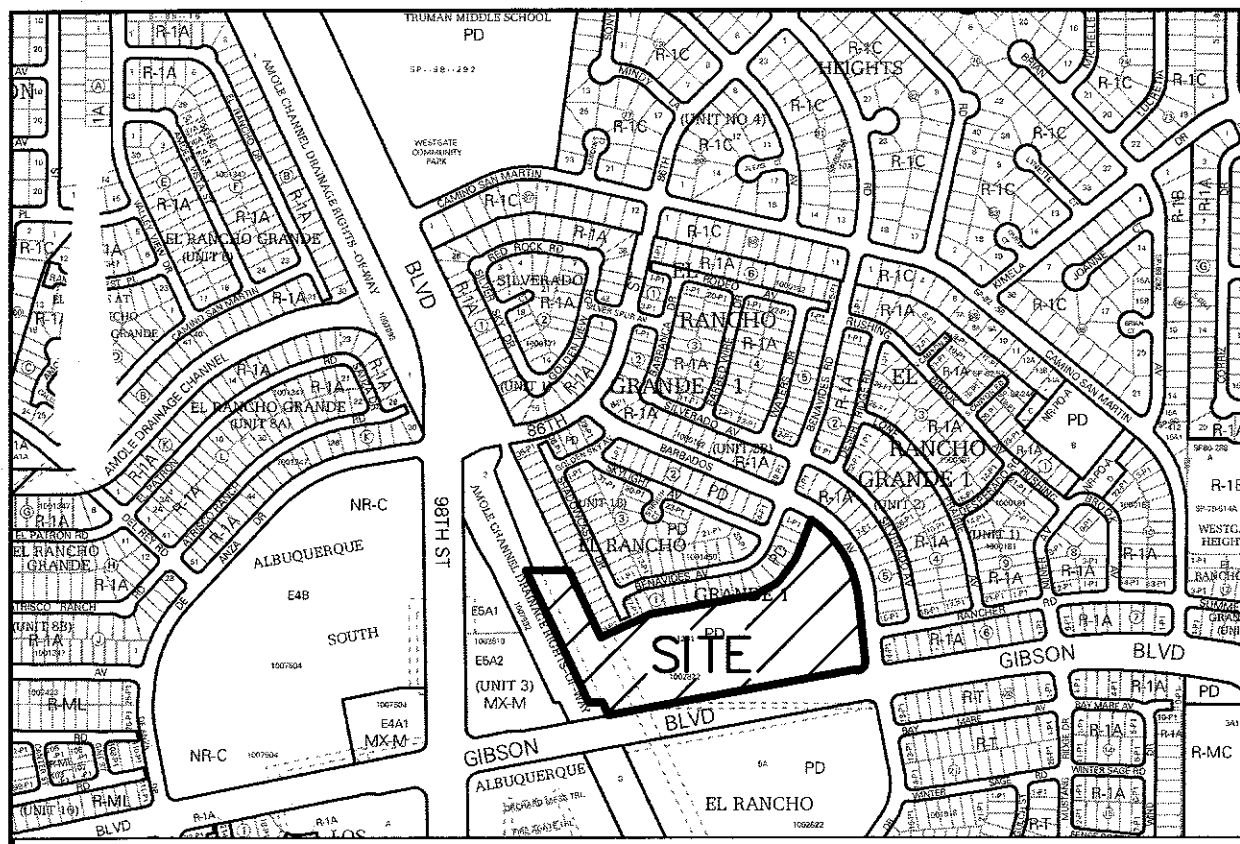
Re: Tract 12-B-1, El Rancho Grande Unit 1, DRB # 2019-002042

Dear Ms. Wolfley,

Solare Collegiate Foundation has an agreement to sell the western parcel 12-B-1 to Homewise who plans to develop as Sombra del Oeste Subdivision. The sale is pending the replat of the property line between 12-A-1 and 12- B-1 which will increase the size of west parcel. At this time, the replat is awaiting approval from Albuquerque. Homewise will carry out the required work in concert with the development of the subdivision

Sincerely,
MARK GOODWIN & ASSOCIATES, PA

Hiram L. Crook, EI
Staff Engineer



LOCATION MAP SCALE: 1"=1000' M-9-Z

PURPOSE OF PLAT

- To create Tracts 12-B-1-A and 12-B-1-B as shown hereon.
- To grant easements as shown hereon.

SUBDIVISION DATA

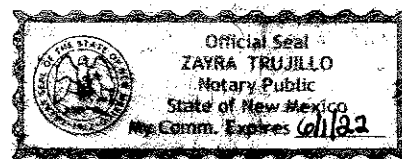
- DRB Case No.:
- Project No.:
- Zone Atlas Index No.: M-9-Z
- Total Number of existing Tracts: 1
- Total Number of Tracts created: 2
- Gross Subdivision Acreage: 10.9983 Acres

FREE CONSENT

The subdivision hereon described is with the free consent and in accordance with the desires of the undersigned owner(s) and/or proprietor(s) thereof. Said owner(s) and/or proprietor(s) do hereby consent to the creation of Tracts 12-B-1-A and 12-B-1-B as shown hereon. Said owner(s) and/or proprietor(s) do hereby consent to the granting of easements as shown hereon. Said owner(s) and/or proprietor(s) do hereby consent to all the foregoing and do hereby certify that this subdivision is their free act and deed. Said owner(s) warrant that they hold among them complete and indefeasible title in fee simple to the land subdivided.

Owner: SOLARE COLLEGIATE FOUNDATION

Peter Lorenz 5/23/2019
 PETER LORENZ, SOLARE COLLEGIATE FOUNDATION DATE



STATE OF NEW MEXICO)
 BERNALILLO COUNTY)

On this 23 day of May, 2019, this instrument was acknowledged before me by Peter Lorenz, SOLARE COLLEGIATE FOUNDATION, a New Mexico Corporation, on behalf of said corporation

Zayra Trujillo 06/01/2022
 Notary Public MY COMMISSION EXPIRES

DESCRIPTION

A tract of land situate, within the Town of Atrisco Grant, projected Section 33, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico being all of TRACT 12-B-1, EL RANCHO GRANDE 1, as the same is shown and designated on said plat, filed for record in the office of the County Clerk of Bernalillo County, New Mexico on August 15, 2003, in Plat Book 2003C, Page 249, EXCEPTING THEREFROM a portion of De Anza Drive SW, as the same is shown and designated in QUITCLAIM DEED, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on July 6, 2006, in Document No. 2006100612, and containing 10.9983 acres more or less.

SOLAR NOTE

No property within the area of requested final action shall at any time be subject to a deed restriction, covenant or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of this plat.

NOTES

- Bearings are New Mexico State Plane Grid Bearings (Central Zone).
- Distances are ground distances.
- Bearings and distances are field and record.
- Basis of boundary is from the plats and documents of record entitled:
 - "EL RANCHO GRANDE 1, UNIT 1", (02-05-2001, 2001C-041)
 - "PARCEL 12, EL RANCHO GRANDE 1", (02-22-2001, 2001C-057)
 - "EL RANCHO GRANDE 1, UNIT 2", (04-11-2001, 2001C-105)
 - "PARCEL 12-A, 12-B & 12-C, EL RANCHO GRANDE 1", (01-08-2002, 2002C-007)
 - "EL RANCHO GRANDE 1, UNIT 1-B", (04-12-2002, 2002C-121)
 - "EL RANCHO GRANDE 1, UNIT 5A", (10-22-2002, 2002C-340)
 - "EL RANCHO GRANDE 1, PARCELS 5-A AND 12-B-1", (08-15-2003, 2003C-249)
 - "GRANT OF EASEMENT", (10-25-1985, 1985090123)
 - "PUBLIC SERVICE COMPANY OF NEW MEXICO UNDERGROUND EASEMENT", (10-04-2005, 2005146656)
 - "GRANT OF PERMANENT EASEMENT FOR DRAINAGE PURPOSES", (10-07-2005, 2005149548)
 - "QUITCLAIM DEED", (07-06-2006, 2006100612)
 all being records of Bernalillo County, New Mexico.
- Field Survey: March, 2019.
- Title Report(s): None provided.
- Address of Property: Gibson Boulevard SW, Albuquerque, NM 87121
- City of Albuquerque, New Mexico IDO Zone: PD
- 100 Year Flood Zone Designation: ZONE X, Panel 336 of 825, Flood Insurance Rate Map, City of Albuquerque, Bernalillo County, New Mexico, dated August 16, 2012.
- Manholes will be offset at all points of curvature, points of tangency, street intersections and all other angle points to allow use of centerline monumentation.
- City of Albuquerque Standard Centerline Monuments will be installed at all points indicated thus "Δ". PS # 7719.

PLAT OF
 TRACT 12-B-1-A & 12-B-1-B
 EL RANCHO GRANDE 1
 WITHIN THE
 TOWN OF ATRISCO GRANT
 PROJECTED SECTION 33
 TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M.
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 MAY, 2019

PROJECT NUMBER: _____

Application Number: _____

PLAT APPROVAL

Utility Approvals:

Public Service Company of New Mexico Date

New Mexico Gas Company Date

Qwest Corporation dba CenturyLink QC Date

Comcast Date

City Approvals: *Loren N. Rimbauer P.S. 5/23/19*
 City Surveyor Date

Real Property Division Date

Traffic Engineering, Transportation Division Date

Albuquerque-Bernalillo County Water Utility Authority Date

Parks and Recreation Department Date

AMAFCA Date

City Engineer/Hydrology Date

Code Enforcement Date

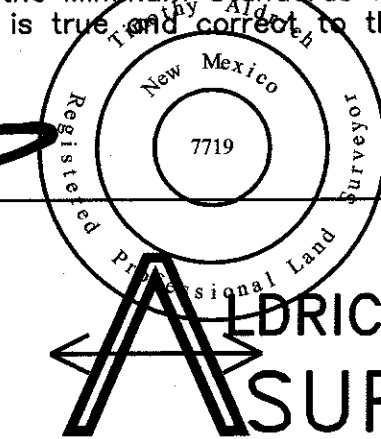
Solid Waste Management Date

DRB Chairperson, Planning Department Date

SURVEYOR'S CERTIFICATION

"I, Timothy Aldrich, a duly qualified 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, utility companies and other parties expressing an interest and meets the minimum requirements for monumentation and surveys of the Albuquerque Subdivision Ordinance, 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."

Timothy Aldrich 05/22/2019
 Timothy Aldrich, P.S. No. 7719 Date



ALDRICH LAND SURVEYING

P.O. BOX 30701, ALBQ., N.M. 87190
 505-884-1990

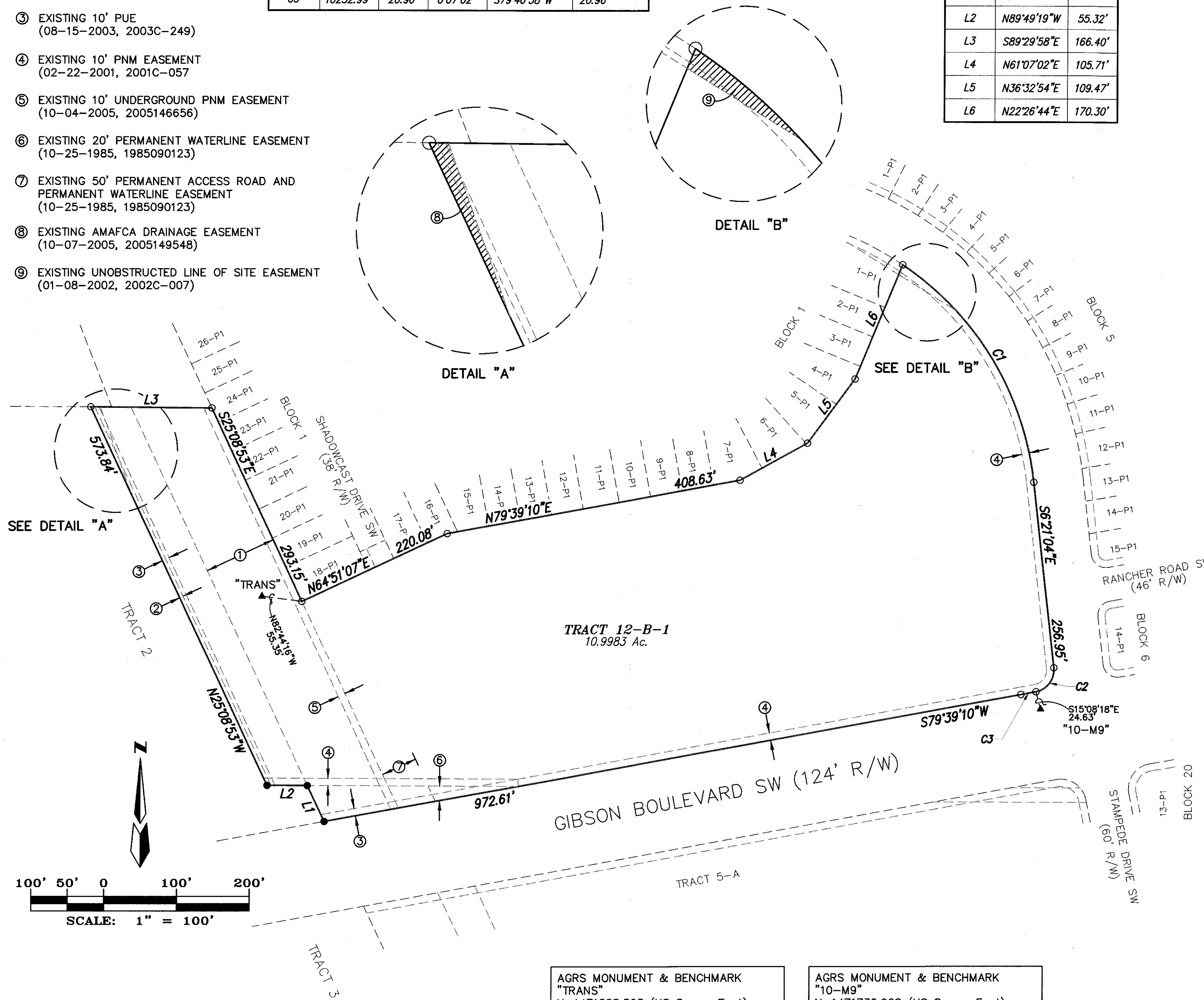
PLAT OF
TRACT 12-B-1-A & 12-B-1-B
EL RANCHO GRANDE 1
WITHIN THE
TOWN OF ATRISCO GRANT
PROJECTED SECTION 33
TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2019

EASEMENTS

- ① EXISTING 100' PNM EASEMENT (04-12-1956, D348-43)
- ② EXISTING 5' PNM EASEMENT (01-08-2002, 2002C-007)
- ③ EXISTING 10' PUE (08-15-2003, 2003C-249)
- ④ EXISTING 10' PNM EASEMENT (02-22-2001, 2001C-057)
- ⑤ EXISTING 10' UNDERGROUND PNM EASEMENT (10-04-2005, 2005146656)
- ⑥ EXISTING 20' PERMANENT WATERLINE EASEMENT (10-25-1985, 1985090123)
- ⑦ EXISTING 50' PERMANENT ACCESS ROAD AND PERMANENT WATERLINE EASEMENT (10-25-1985, 1985090123)
- ⑧ EXISTING AMAFCA DRAINAGE EASEMENT (10-07-2005, 2005149548)
- ⑨ EXISTING UNOBSTRUCTED LINE OF SITE EASEMENT (01-08-2002, 2002C-007)

Curve Table					
Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	416.03'	360.68'	49°40'22"	S31°11'18"E	349.49'
C2	29.98'	45.05'	86°05'33"	S36°41'42"W	40.93'
C3	10232.99'	20.96'	0°07'02"	S79°40'58"W	20.96'

Parcel Line Table		
Line #	Direction	Length
L1	N25°12'42"W	54.71'
L2	N89°49'19"W	55.32'
L3	S89°29'58"E	166.40'
L4	N61°07'02"E	105.71'
L5	N36°32'54"E	109.47'
L6	N22°26'44"E	170.30'



PUBLIC UTILITY EASEMENTS

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

1. Public Service Company of New Mexico (PNM) for the installation, maintenance and service of overhead and underground electrical lines, transformers, and other equipment, fixtures, structures and related facilities reasonably necessary to provide electrical services.
2. New Mexico Gas Company (NMGCO) for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
3. Qwest Communications d/b/a Century Link (QWEST) for installation, maintenance and service of all buried and aerial communication lines and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to above ground pedestals and enclosures.
4. Comcast for the installation, maintenance, and service of such lines, cable and other related equipment and facilities reasonably necessary to provide Cable TV services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain facilities for the purposes described above, together with free access to, from, and over said right-of-way and easement, 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, and to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground 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 transformers/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, PNM, NMGCO, QWEST and COMCAST did not conduct a title search of the properties shown hereon. Consequently, PNM, NMGCO, QWEST and COMCAST 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.



P.O. BOX 30701, ALBQ., N.M. 87190
505-884-1990

PROPERTY CORNERS

- SET 1/2" REBAR WITH CAP OR PK WITH TAG "LS 7719" (TYP.)
- FOUND AMAFCA ALUMINUM CAP "LS 7719" (TYP.)

AGRS MONUMENT & BENCHMARK
"TRANS"
N=1471885.503 (US Survey Foot)
E=1495145.466 (US Survey Foot)
G-G=0.999683154
Δα=-00°16'43.33"
ELEVATION=5121.089 (US Survey Foot)
CENTRAL ZONE
(NAD83/NAVD88)

AGRS MONUMENT & BENCHMARK
"10-M9"
N=1471730.928 (US Survey Foot)
E=1496215.383 (US Survey Foot)
G-G=0.999684639
Δα=-00°16'35.92"
ELEVATION=5082.551 (US Survey Foot)
CENTRAL ZONE
(NAD83/NAVD88)

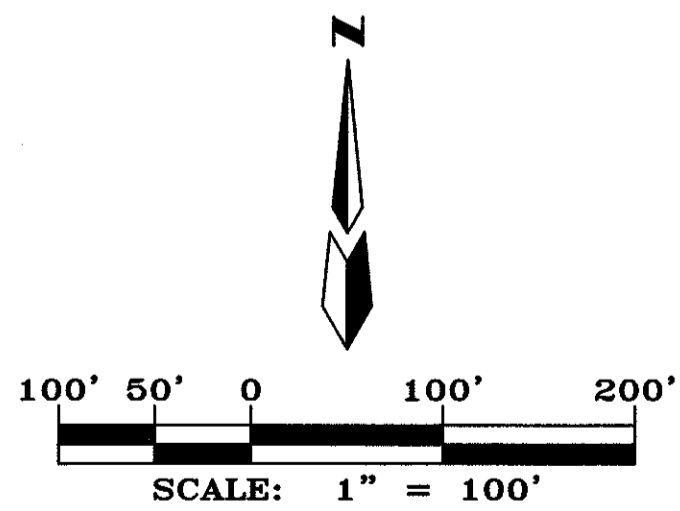
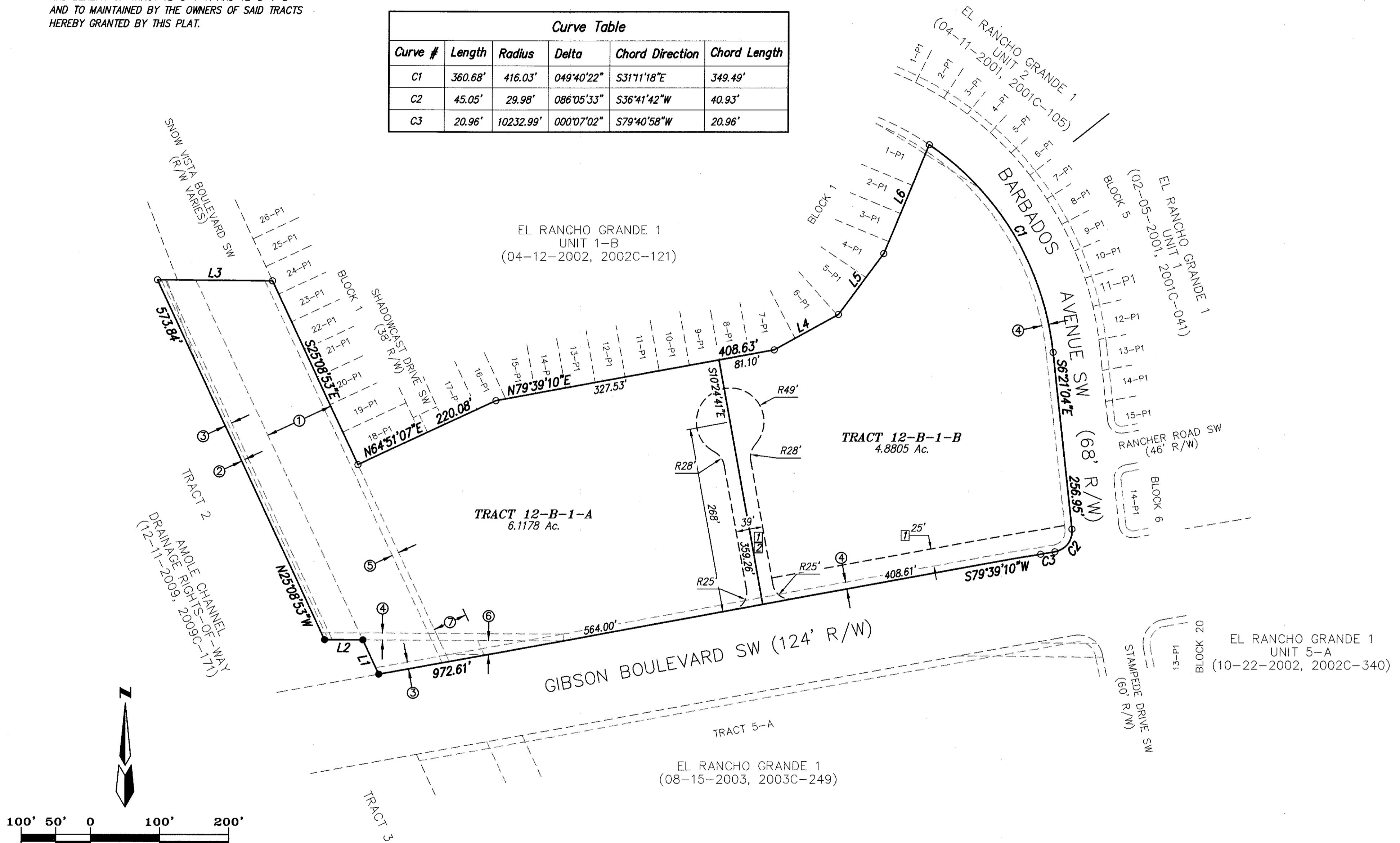
PLAT OF
 TRACT 12-B-1-A & 12-B-1-B
 EL RANCHO GRANDE 1
 WITHIN THE
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 PROJECTED SECTION 33
 TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M.
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 MAY, 2019

NEW EASEMENTS

- ① NEW PUBLIC SANITARY SEWER & PUBLIC WATER EASEMENT GRANTED TO A.B.C.W.U.A. BY THIS PLAT.
- ② NEW PRIVATE ACCESS EASEMENT FOR THE JOINT USE AND BENEFIT OF TRACT 12-B-1-A AND 12-B-1-B AND TO MAINTAINED BY THE OWNERS OF SAID TRACTS HEREBY GRANTED BY THIS PLAT.

Parcel Line Table		
Line #	Direction	Length
L1	N25° 12' 42.08"W	54.71'
L2	N89° 49' 18.90"W	55.32'
L3	S89° 29' 58.00"E	166.40'

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
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- SET 1/2" REBAR WITH CAP OR PK WITH TAG "LS 7719" (TYP.)
 - FOUND AMAFCA ALUMINUM CAP "LS 7719" (TYP.)

ALDRICH LAND SURVEYING
 P.O. BOX 30701, ALBQ., N.M. 87190
 505-884-1990

A19002 FP SHT3.dwg	Drawn: SPS	Checked: TA	Sheet 3 of 3
Scale: AS SHOWN	Date: 5/8/2019	Job: A19002	

FIGURE 12

INFRASTRUCTURE LIST

EXHIBIT "A"

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

Tract 12-B-1-B

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 12-B-1 El Rancho Grande Unit 1

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Date Submitted _____
Date Site Plan Approved _____
Date Preliminary Plat Approved: 7-17-19
Date Preliminary Plat Expires: 7-17-20
DRB Project No. PR-2019-002042
DRB Application No. SD-2019-002042

ORIGINAL

ORIGINAL

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/borrower. 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.

PHASE 2

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
			PAVING	Left Turn Lane	Amole Channel	Barbados Ave			
		12'	Asphalt Bike Trail	MG Gibson Blvd Tract 12-B-1-B	Barbados Ave	MG 12-B-1-A/12-B-1-B Property line	/	/	/
		12'	Asphalt Bike Trail	MG Gibson Blvd Tract 12-B-1-A	Tract 12-B-1-A/ Property line	MG Amole Channel	/	/	/
			WATER						
		8"	PVC	MG Gibson Blvd	Barbados Ave	Mid-Point Tract 12-B-1-A	/	/	/
			SANITARY SEWER						
		8"	PVC	Gibson Blvd	Barbados Ave	Mid-Point Tract 12-B-1-A	/	/	/
			STORM DRAIN						
		24"	PVC (Private)	Gibson Blvd	Tract 12-B-1-B	Tract 12-B-1-A	/	/	/
			Temporary Pond	Tract 12-B-1-A	Tract 12-B-1-A	Tract 12-B-1-A	/	/	/
			Drainage Covenant (SD) (Temporary Pond)	Tract 12-B-1-B	Tract 12-B-1-B	Tract 12-B-1-B	/	/	/

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
Engineer Certification of the Grading Plan required for Release of IIA

6' Sidewalk Gibson Blvd. Barbados Ave. Tract 12-B-1-A
MG 7/22/19

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 Crst Engineer
<input type="text"/>	<input type="text"/>							
<input type="text"/>	<input type="text"/>							
Approval of Creditable Items:							Approval of Creditable Items:	
Impact Fee Administrator Signature							City User Dept. Signature	
Date							Date	

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____

AGENT / OWNER DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Hiram Crook
NAME (print)

MARK GOODWIN & ASSOCIATES
FIRM

[Signature] 7/12/2019
SIGNATURE - date

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRE EXTENSION: N/A

[Signature] 7-17-19 *[Signature]* 7-24-19
DRB CHAIR - date

[Signature] 7/17/19 *[Signature]* 7/24/19
TRANSPORTATION DEVELOPMENT - date

[Signature] 07-17-19 *[Signature]* 7/24/19
UTILITY DEVELOPMENT - date

[Signature] *[Signature]* 7/17/19 *[Signature]* 7/24/19
CITY ENGINEER - date

PARKS & GENERAL SERVICES - date

AMAFCA - date

Code Enforcement - date

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

THIS AGREEMENT is made this (Date) September 13, 2019, 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 Insight Construction, LLC ("Developer"), a New Mexico Limited Liability Corporation, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose address is 3909 12th Street NW (City) Albuquerque, (State) NM (Zip Code) 87107 and whose telephone number is 505.888-7927, 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:] Tract 12-B-1-A and 12-B-1-B recorded on August 15, 2003, attached, Book 2003C page 249 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 Solare Charter School 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 September 1, 2021 ("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. 645690.

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. 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 ALS, Inc., and construction surveying of the private Improvements shall be performed by ALS, Inc.. 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 Mark Goodwin & Associates, PA and inspection of the private Improvements shall be performed by Mark Goodwin & Associates, PA, 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, and field testing of the private Improvements shall be performed by Western Technologies 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: Infrastructure Bond #34BCSHT5732
Amount: \$ 472,023.09
Name of Financial Institution or Surety providing Guaranty: Hartford Casualty Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
September 1, 2021
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: Insight Construction, LLC

CITY OF ALBUQUERQUE

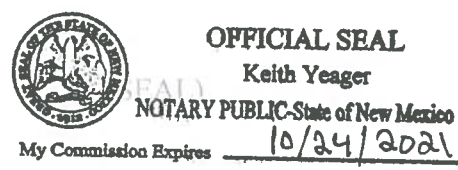
By [Signature]: *Damian Chimenti*
Name [Print]: Damian Chimenti
Title: President
Dated: September 3, 2019

By: *Amir A Chemsir* (AV)
Shahab Biazar, P.E., City Engineer
Dated: 9-13-19

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 3rd day of September, 2019, by
[name of person:] Damian Chimenti, [title or capacity, for instance,
"President" or "Owner":] President of
[Developer:] Insight Construction, LLC.



[Signature]
Notary Public
My Commission Expires: 10/24/2021

CITY'S NOTARY

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

This instrument was acknowledged before me on this 13th day of September, 2019,
Amir A Chemsir
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Charlottesville Rabadie
Notary Public
My Commission Expires: March 15, 2021



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

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

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

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

[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:] ~~1420 Bridge Blvd. S.W.~~ 1623 LA VEGA DR. S.W. [City:] Albuquerque, [State:] New Mexico [zip code:] 87105, hereby makes, constitutes and appoints [name of Developer:] Insight Construction, LLC ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

AB

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

Dated: 30 Aug 2019

The foregoing Power of Attorney was acknowledged before me on 30 August,
20 19 by [name of person:] Norma Binder, [title or capacity, for
instance "President":] Secretary of [Owner:]
Solare Collegiate Foundation on behalf of the Owner.



Lisa McClaren
Notary Public

My Commission Expires: 3-24-22

Date Submitted _____
 Date Site Plan Approved _____
 Date Preliminary Plan Approved 7-17-19
 Date Preliminary Plat Expires 7-17-20
 DRB Project No. PR-2019-000042
 DRB Application No. SD-2019-000042

INFRASTRUCTURE LIST

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE US:

Tract 12-B-1-B

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 12-B-1 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 SA process and/or in the review of the construction drawings if the DRC Chair determines that applicant items under construction items (not yet 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 applicant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portion of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and applicant. If such approvals are obtained, those revisions to the listing will be incorporated administratively. In addition, any construction items which are necessary to complete the project and which directly or indirectly are the responsibility of the applicant will be incorporated into the project acceptance and listed out by the DRC.

SIA Sequence #	CGA BRC Project #

PHASE 2

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Engineer
12"	Asphalt Base Trail	MG Gibson Blvd	Barbados Ave	12-B-1A/12-B-1B Property Line	/	/	/
12"	Asphalt Base Trail	MG Gibson Blvd	Tract 12-B-1A/ Tract 12-B-1B Property Line	Amelia Chinnel	/	/	/
8"	PVC	MG Gibson Blvd	Barbados Ave	Mid-Point Tract 12-B-1-A	/	/	/
8"	SANITARY SEWER	Gibson Blvd	Barbados Ave	Mid-Point Tract 12-B-1-A	/	/	/
8"	PVC	Gibson Blvd	Barbados Ave	Mid-Point Tract 12-B-1-A	/	/	/
24"	STORM DRAIN PVC (Private)	Gibson Blvd	Tract 12-B-1-B	Tract 12-B-1-A	/	/	/
	Temporary Pond	Tract 12-B-1-A	Tract 12-B-1-A	Tract 12-B-1-A	/	/	/
	Drainage Covenant (SD) (Temporary Pond)	Tract 12-B-1-B	Tract 12-B-1-B	Tract 12-B-1-B	/	/	/

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
 Engineer Certification of the Grading Plan required for Release of IA

6 Sidewalk Gibson Blvd. Barbados Ave. Tract 12-B-1-A
MG 7/22/19

ORIGINAL

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 BIA requirements						
Financially Guaranteed DRC #	Type of Improvement	Location	From	To	Construction Certification	
					Private Inspector P.E.	City Cnst Engineer
					Approval of Creditable Items	Approval of Creditable Items
					Impact Fee Administrator Signature	City User Dept. Signature
					Date	Date

- 1
- 2
- 3
- 4
- 5
- 6

AGENT / OWNER

Hiram Crook
NAME (print)

MARK GOODWIN & ASSOCIATES
FIRM

7/17/19 SA 7/24/19

7/17/19 SA 7/24/19

PARKS & GENERAL SERVICES - date

TRANSPORTATION DEVELOPMENT - date

UTILITY DEVELOPMENT - date

CITY ENGINEER - date

ANAFCA - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	BAC CHAIR	USDP DEPARTMENT	AGENT / OWNER

City Of Albuquerque



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

August 16, 2022

Damian Chimenti, President
Insight Construction, LLC
3909 12th Street NW
Albuquerque, NM 87107

Re: Notice of failure to complete Improvements, default and City's intention to call Financial Guaranty –**Infrastructure Improvements Agreement, Procedure B**
Project: **Solare Charter School Project No.645690**
Financial Guaranty: Letter of Credit First Citizens Bank \$472,023.09

Dear Mr. Damian Chimenti:

I am the Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by developers. As you are aware, **Insight Construction, LLC** ("Developer") signed an **Infrastructure/Subdivision Improvements Agreement, Procedure B** ("Agreement") requiring the developer to construct certain infrastructure improvements by **August 15, 2022** ("Construction Deadline"). I have been informed that the Construction Deadline has passed and the requirements were not met.

Developer's Agreement with the City is in default, and the City holds the Developer and the Surety jointly and severally liable. Thirty days after mailing this letter the City will be calling on the Financial Guaranty provided by the Surety, and the City will demand that the Surety pay the City 125% of the cost of completing the Improvements. This letter is sent to conform to the requirements of the City's Subdivision Ordinance.

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

If you have any questions regarding this matter, please contact the Project Administrator Marion Velasquez at (505) 924-3997.

Very truly yours,

DocuSigned by:
Bryan M. Rowland ^{DS}
246AB8D75FEC4EC...
Bryan Rowland, Assistant City Attorney