



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

<b>SUBDIVISIONS</b>		<input type="checkbox"/> Final Sign off of EPC Site Plan(s) (Form P2A)	<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form V2)
<input type="checkbox"/> Major – Preliminary Plat (Form S1)	<input type="checkbox"/> Amendment to Site Plan (Form P2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)	
<input type="checkbox"/> Major – Bulk Land Plat (Form S1)	<b>MISCELLANEOUS APPLICATIONS</b>		<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input checked="" type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)	
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	<b>PRE-APPLICATIONS</b>	
<input type="checkbox"/> Minor - Final Plat (Form 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 (Form S2)	<input type="checkbox"/> Sidewalk Waiver (Form V2)		
<b>SITE PLANS</b>		<input type="checkbox"/> Waiver to IDO (Form V2)	<b>APPEAL</b>
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)	
<b>BRIEF DESCRIPTION OF REQUEST</b>			
IIA 2-year Extension Request for Juan Tabo Hills Estates Subdivision (CPN#756188)			

<b>APPLICATION INFORMATION</b>			
Applicant: LGI Homes New Mexico, LLC		Phone: 480.612.4082	
Address: 9105 E. Del Camino Drive Suite 118		Email: rick.tayrien@lghomes.com	
City: Scottsdale	State: AZ	Zip: 85258	
Professional/Agent (if any): Mark Goodwin & Associates, PA		Phone: 505.828.2200	
Address: PO BOX 90606		Email: mark@goodwinengineers.com	
City: Albuquerque	State: NM	Zip: 87199	
Proprietary Interest in Site:		List all owners: LGI Homes New Mexico, LLC	
<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>			
Lot or Tract No.: Tract 4A		Block:	Unit: Juan Tabo Hills Unit 1
Subdivision/Addition: Juan Tabo Hills Volterra Village		MRGCD Map No.:	UPC Code: 102205505617731809
Zone Atlas Page(s): M-21	Existing Zoning: MX-M	Proposed Zoning MX-M	
# of Existing Lots: 158 Lots	# of Proposed Lots: 158 Lots	Total Area of Site (Acres): 25.84	
<b>LOCATION OF PROPERTY BY STREETS</b>			
Site Address/Street: Juan Tabo Hills Blvd.		Between: Manachos Rd. SE	and: Silver Charm Rd. SE
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>			
#1004073, PR-2018-002118			

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: 06-13-2022	
Printed Name: Mark Goodwin, PE		<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent	
<b>FOR OFFICIAL USE ONLY</b>			
Case Numbers	Action	Fees	Case Numbers
Meeting Date:		Fee Total:	
Staff Signature:	Date:	Project #	

**FORM V2: Waiver- DRB**

**Please refer to the DRB case schedules for meeting dates and deadlines. Your attendance is required.**

**WAIVER - IDO**

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](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V2 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 the criteria in IDO Section 14-16-6-6(P)(3), compliance with the DPM, and all improvements to be waived, as applicable. .
- \_\_\_ Scale drawing showing the location of the proposed variance or waiver, as applicable
- \_\_\_ Proof of Neighborhood Meeting per IDO Section 14-16-6-4(K)
  - \_\_\_ Office of Neighborhood Coordination neighborhood meeting inquiry response
  - \_\_\_ Proof of email with read receipt OR Certified Letter offering meeting to applicable associations
  - \_\_\_ Completed neighborhood meeting request form(s)
  - \_\_\_ If a meeting was requested/held, copy of sign-in sheet and meeting notes
- \_\_\_ Required notices with content per IDO Section 14-16-6-4(K)
  - \_\_\_ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)

**WAIVER - DPM (MUST BE HEARD WITH SUBDIVISION/SITE PLAN ACTION)**

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](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V2 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
- \_\_\_ Justification letter describing, explaining, and justifying the request per the criteria in DPM - Chapter 2
- \_\_\_ Drawing showing the easement or right-of-way to be vacated
- \_\_\_ Required notices with content per IDO Section 14-16-6-4(K)
  - \_\_\_ Office of Neighborhood Coordination notice inquiry response, notifying letter, and proof of first class mailing
  - \_\_\_ Proof of Neighborhood Meeting
  - \_\_\_ Proof of emailed notice to affected Neighborhood Association representatives
  - \_\_\_ Buffer map and list of property owners within 100 feet (excluding public rights-of-way), notifying letter, and proof of first class mailing\* **this step is not required if waiver is to be heard with minor subdivision plat**
- \_\_\_ Sign Posting Agreement - **this step is not required if waiver is to be heard with minor subdivision plat**

**TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION**

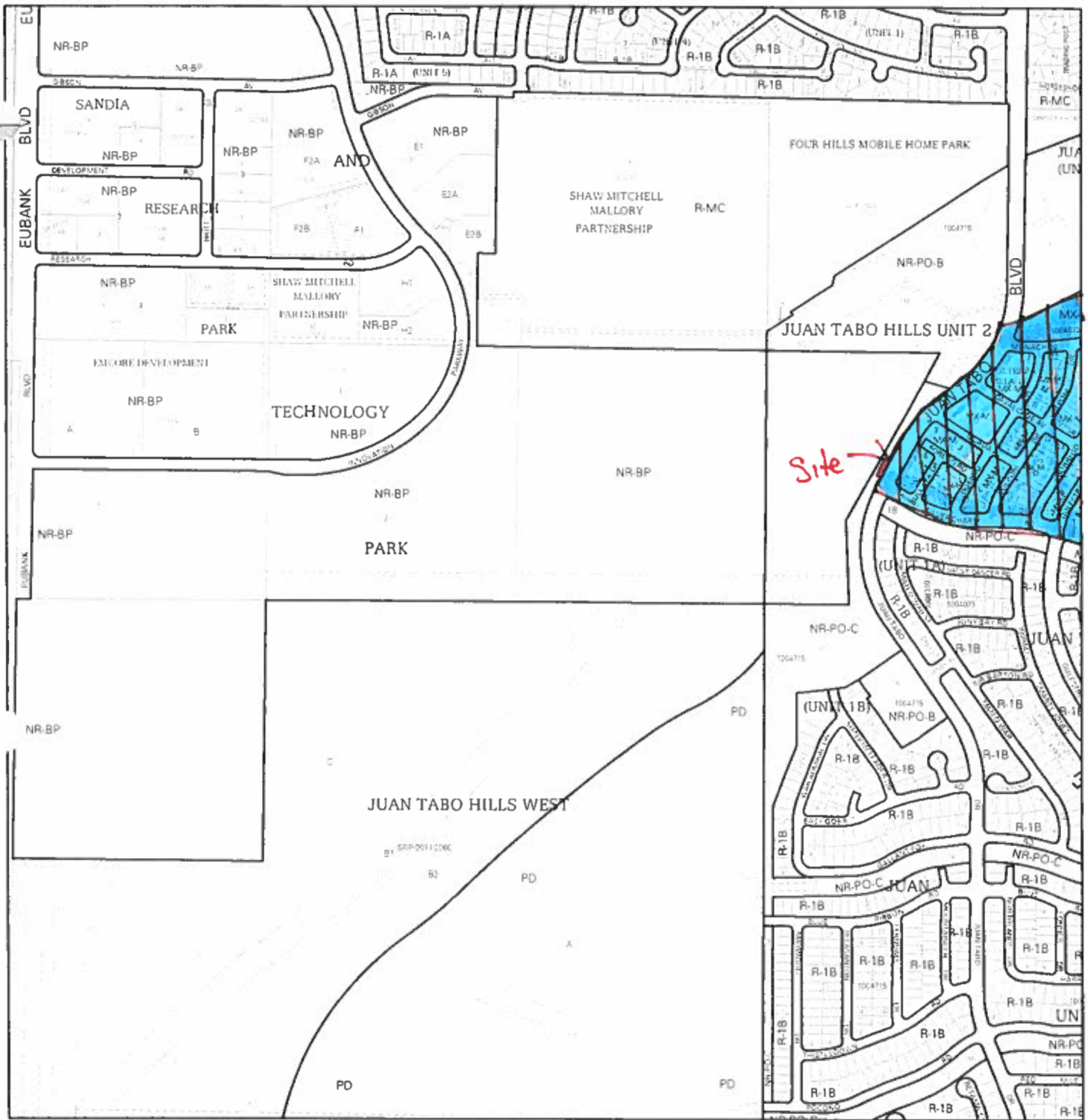
Interpreter Needed for Meeting? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

- \_\_\_ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V2 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
- \_\_\_ A scale drawing showing the location of the deferred sidewalk with appropriate dimensions.
- \_\_\_ Proof of Neighborhood Meeting

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

Interpreter Needed for Meeting? no if yes, indicate language: n/a

- ✓ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form V2 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 deferral or extension
- ✓ Drawing showing the sidewalks subject to the proposed deferral or extension

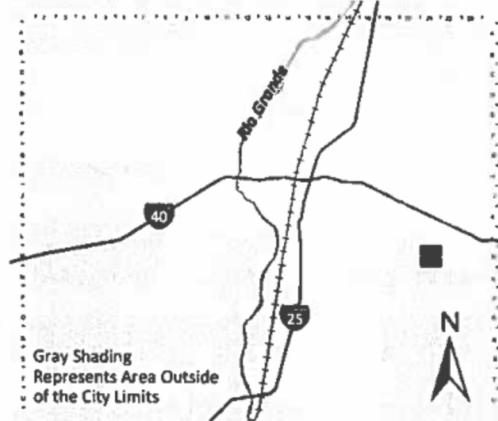


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018



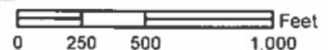
IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).



Gray Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**M-21-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



LGI Homes New Mexico, LLC  
9105 E. Del Camino Drive Suite 118  
Scottsdale, AZ 85258

June 13, 2022

Ms. Jolene Wolfley  
Development Review Board  
City of Albuquerque Planning Department  
600 Second Street, NW  
Albuquerque, NM 87102

**Re: Juan Tabo Hills Unit 1, Volterra Village  
Project # PR-2018-002118**

Dear Ms. Wolfley:

As VP for Land Acquisitions for LGI Homes New Mexico, LLC, I hereby designate the firm of Mark Goodwin & Associates, PA, to act as my agent in connection with my applications to be heard at Development Review Board.

Any questions regarding this issue should be forwarded to the undersigned at the address listed above.

Sincerely,



Rick Tayrien  
VP Land Acquisitions  
LGI Homes New Mexico, LLC



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

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

June 13, 2022

Ms. Jolene Wolfley, Chair  
Development Review Board  
City of Albuquerque  
PO Box 1293  
Albuquerque, NM 87103

**Re: Juan Tabo Hills Unit 1, Volterra Village  
PR-2018-002118**

Dear Ms. Wolfley,

On behalf of our clients for the above referenced project, we are requesting a 2-year IIA Sidewalk Deferral Extension. This project is still in the process of being built; therefore, sidewalks have not been built as this is the last piece of construction to avoid damage to the Sidewalks.

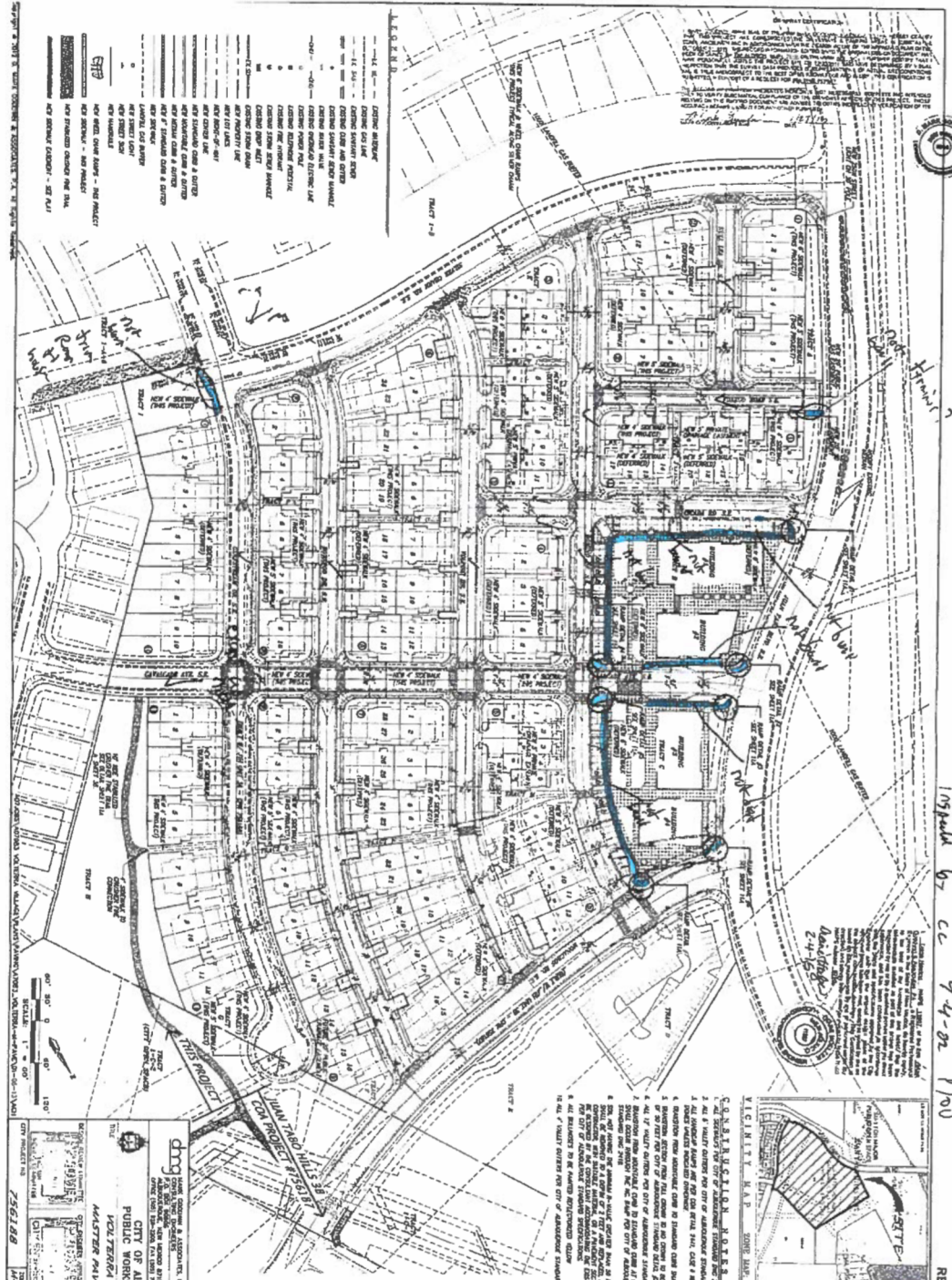
Please contact our office if you have any questions or comments.

Sincerely,  
MARK GOODWIN & ASSOCIATES, PA

Mark Goodwin, PE  
President

DMG/kb

Attachments



**CONTRACT INFORMATION**

PROJECT: MASTER PLANNING PLAN  
 CLIENT: CITY OF ALBUQUERQUE  
 ADDRESS: 1000 UNIVERSITY AVENUE, N.W., ALBUQUERQUE, N.M. 87102

DATE: 04/20/09  
 DESIGNER: [Signature]

**REVISIONS**

NO.	DATE	REMARKS	BY
1	04/20/09	DESIGN	[Signature]

**ENGINEER'S SEAL**

[Seal]

**SURVEY INFORMATION**

FIELD NOTES: [Text]

DATE: [Text]

**REVISION MARKS**

DATE: [Text]

**AS BUILT INFORMATION**

DATE: [Text]

IMPROVED BY CC 4-24-02 1000

RECORD DRAWING

# City of Albuquerque



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

March 1, 2022

Vince Hernandez, Land Development Manager  
**LGI Homes-New Mexico, LLC**  
9150 E. Del Camino Dr, Ste 118  
Scottsdale, AZ 85258

Re: Notice of failure to complete Improvements, default and City's intention to call Financial Guaranty –**Sidewalk Deferral Agreement**  
Project: **Juan Tabo Hills Volterra Village** Project No. **756188**  
**Financial Guaranty: Subdivision Bond 08BSBIM2727 \$34, 358.59**

**Dear Mr. Vince Hernandez:**

I am the Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by developers. As you are aware, **LGI Homes-New Mexico, LLC** ("Developer") signed a **Sidewalk Deferral Agreement**, ("Agreement") requiring the developer to construct certain improvements by **March 1, 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.

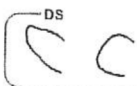
If you have any questions regarding this matter, please contact the Project Administrator Marion Velasquez at (505) 924-3997.

Very truly yours,

DocuSigned by:

*Bryan Rowland*

246AB8D75FEC4EC...



Bryan Rowland, Assistant City Attorney

CERTIFICATION FOR DRAFT OF PAYMENT

STATE OF NEW MEXICO )
) ss
COUNTY OF BERNALILLO)

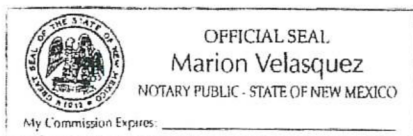
COMES NOW Shahab Biazar, P.E., City Engineer of the City of Albuquerque (the "City") and, upon being duly sworn and under oath, certifies and states:

- 1. The undersigned is City Engineer of the City of Albuquerque and is authorized to sign this certification.
2. The Subdivision Bond No 08BSBIM2727, dated December 22, 2020, in the amount of \$34,358.59. (financial guaranty) was established to ensure that LGI Homes New Mexico, LLC, completed certain infrastructure improvements necessary to the Development Juan Tabo Hills Volterra Village, (Project) as provided by the "Sidewalk Deferral Agreement, any all pertinent Amendments and Extensions" ("the Agreement") between the Developer and the City, which initial Agreement was recorded, January 06, 2014 as Doc# 2014000901, in the records of the County of Bernalillo, State of New Mexico, as amended.
3. LGI Homes New Mexico, LLC, (Developer) has failed to comply with the terms of the Agreement.
4. The amount of the Draft (presented herewith), does not exceed 125% of the City's estimated cost of completing the improvements specified in the Agreements.

DocuSigned by:
Shahab Biazar
Shahab Biazar, P.E., City Engineer
Planning Department

DS DS
BMK C C

SUBSCRIBED AND SWORN to before me this 11th day of April, 2022.



Notary Public
My Commission Expires: June 26, 2024



6. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider 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 Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider 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.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

8. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when the Subdivider'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.

9. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider 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 Subdivider'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 Financial Guaranty, the Subdivider 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 the Financial Guaranty.

10. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Subdivision for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and its heirs, successors and assigns.

11. Notice. For purposes of giving formal written notice, including notice of change

**Velasquez, Marion G.**

---

**From:** Velasquez, Marion G.  
**Sent:** Wednesday, March 2, 2022 8:39 AM  
**To:** vince.hernandez@lgihomes.com  
**Subject:** Default Notice 756188 SW  
**Attachments:** SW\_Default\_Letter-756188.doc.pdf

Hello,

Please find attached **Default notice** for following project:

#756188

Project Name: Juan Tabo Hills Volterra Village

Project Deadline: 03/01/2022 has passed & project is in default.

Please reach out with project status or intent to extend current deadline.

Thank you

**From:** Cherne, Curtis  
**Sent:** Monday, January 3, 2022 11:15 AM  
**To:** vince.hernandez@lgihomes.com  
**Cc:** Velasquez, Marion G. <mgvelasquez@cabq.gov>  
**Subject:** CPN 756188 - Reminder Notice on Sidewalk Agreement

Vince,

Good morning,

I have attached the reminder notice for your Sidewalk Deferral Agreement at Volterra Village. Let us know the status of the completion of the sidewalks to determine if an extension is needed.

The latest DRC Notice of Decision (NOD) I could find gave you an extension to March of 2021. So it appears you are due to go back to DRB to obtain their approval of another extension if the needed.

There is also the option of the Alternative Sidewalk Agreement, wherein, you pay the city 10% of the cost of the remaining sidewalks then we release the Sidewalk Deferral Agreement and associated financial guaranty.

Please coordinate with Marion (copied on email) on how you wish to proceed.



Principal Engineer, DRC  
building and development services  
o 505.924.3993  
[ccherne@cabq.gov](mailto:ccherne@cabq.gov)

FIGURE 16

INFRASTRUCTURE BOND  
(SIDEWALK DEFERRAL)

Bond No. 08BSBIM2727

INFRASTRUCTURE IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we LGI Homes - New Mexico LLC, a Limited Liability Corporation as "Principal", and Hartford Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE ("City") in the penal sum of Thirty Four Thousand Three Hundred Fifty Eight and 59/100 Dollars, (\$34,358.59), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's 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 Volterra Village, City Project No. 756188; 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 Sidewalk improvements at the Developer's Property:

Deferred Sidewalk Installation \_\_\_\_\_ ("Improvements")

All construction shall be performed in accordance with the Sidewalk Deferral Agreement entered into between LGI Homes - New Mexico LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, State of New Mexico, on January 27, 20 21 as Document Number 202101630, as amended by change order or amendments to the agreement.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@hartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC  
Agency Code: 01-87624

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of 1-20-20

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC  
Agency Code: 01-087604

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle LaPier*

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of 12-21-20

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President



**Affidavit of Claim  
Commercial Surety**

The Hartford  
Hartford Plaza T-11  
Hartford, CT 06115

State of New Mexico )  
 ) ss.  
County of Bernalillo )

Being first duly sworn on oath I, Shahab Biazar in my capacity as the City Engineer  
[Name of Affiant] [Position in Firm]  
City of Albuquerque, a municipality located at  
[Name of Claimant] [Corporation, Partnership, Limited Liability Company, Sole Proprietor, Individual]  
P.O. Box 1293, Albuquerque, NM 87103 on behalf of said firm state as follows:  
[Address]

1) That LGI Homes-New Mexico, LLC hereinafter called Principal, is now and has been justly and truly indebted to  
Claimant in [Name of Principal]  
the sum of \$ 34,358.59  
[Amount of Claim]

2) The facts and circumstances giving rise to this claim are as follows:  
The Principal did not construct all of the sidewalks per the Deferred Sidewalk Agreement.  
(Attach additional pages, if necessary). Attached hereto and incorporated herein are documents not previously provided which fully support the Claimants entitlement to the amount of the claim set forth herein.

3) There are no setoffs, counterclaims, claims or other credits due said Principal against said claim and Claimant is not indebted to Principal on this or any other account, except N/A. Claimant does not hold any note, collateral or security of any kind whatsoever for said claim and confirms that said claim is not encumbered nor has it been assigned.

4) This Affidavit and the supporting documentation is furnished to the surety in support of the claim for the purpose of inducing The Hartford as surety for Principal to pay said claim.  
[Name of Surety]

5) Affiant has full knowledge of the statements contained herein and the basis therefore. Affiant is duly authorized by Claimant to make said statements, present said claim and bind the claimant to the statements contained herein.

The furnishing of this form by the surety and the acceptance and/or retention thereof does not constitute an admission of liability or a waiver of any of the terms or conditions of the surety's bond, or any of the defenses the surety has or may have. The surety reserves the right to request additional documents or support for the claim.

Sworn and Subscribed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Albuquerque  
[Name of Claimant]  
By: \_\_\_\_\_  
Its: N/A  
Tax ID No./Soc. Sec. No.: N/A

**THIS AFFIDAVIT MUST BE EXECUTED BEFORE A NOTARY PUBLIC**

No. **2017120201** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2019**; and

WHEREAS, the Earlier Agreement was amended by a **2<sup>nd</sup> Extension** to Sidewalk Deferral Agreement dated **March 21, 2019** recorded on **March 29, 2019**, as Document No. **2019024286** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2021**; and

WHEREAS, the Earlier Agreement was amended by a **4<sup>th</sup> Amendment** to Sidewalk Deferral Agreement dated **December 20, 2019** recorded on **December 20, 2019**, as Document No. **20179110515** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2021**; and

WHEREAS, the Original Agreement provides that if the Developer's Property or any part thereof is sold, conveyed or assigned the City will not release the Assignor from its obligations, nor will the City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into a Partial Assignment and Amendment to the Sidewalk Deferral Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and

WHEREAS, **LGI Homes-New Mexico, LLC**, having acquired its interest in the lots within the Subdivision described on Exhibit "A" attached ("Assignee's Lots") by a Warranty Deed, which was recorded on **September 1, 2020** in the records of the Bernalillo County Clerk, State of New Mexico, as Document No. **2020084084**, and

THEREFORE, the Assignor, Assignee and the City agree:

1. **Partial Assignment:** Assignor hereby partially assigns to Assignee all of Assignor's right, title and interest in and to the Original Agreement as amended, solely with respect to Assignee's Lots. Assignee hereby accepts said assignment, and assumes the Original Agreement as amended, and all of the duties and obligations of Assignor thereunder, solely with respect to Assignee's Lots. All references in the Original Agreement as amended to the Assignor "Developer" are deleted and the Assignee is substituted hereafter with respect to Assignee's Lots. For the avoidance of doubt, all references in the Original Agreement as amended to the Assignor "Developer" shall remain as Assignor solely with respect to the Retained Lots. Assignor and Assignee agree that the terms and conditions of the Original Agreement as amended which previously applied to Assignor are hereby ratified and confirmed by, and made applicable to Assignee, with respect to Assignee's Lots, and applicable to Assignor, with respect to the Retained Lots.
2. **Financial Guaranty:** Section 2, paragraph 2 of the Original Agreement, specifically the information regarding the financial guaranty, is amended to read, in each case with respect to the lots owned by each Developer:

Type of Financial Guaranty: **Subdivision Bond No. 08BSBIM2727**

Amount: **\$34,358.59**

Name of Financial Institution or Surety providing Guaranty:

**Hartford Fire Insurance Company**

**ASSIGNMENT AND AMENDMENT  
TO SIDEWALK DEFERRAL AGREEMENT  
TO CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

**NAME OF PROJECT: Juan Tabo Hills-Volterra Village**  
**ORIGINAL SUBDIVIDER/DEVELOPER/ASSIGNOR: JTH, LLC**  
**NEW OWNER/ASSIGNEE: LGI Homes-New Mexico, LLC**  
**CITY PROJECT # 756188**

THIS ASSIGNMENT AND AMENDMENT is made this 20<sup>th</sup> day of January, 2021, by the City of Albuquerque, New Mexico ("City") and (the original developer) JTH, LLC, ("Assignor") and (the new developer) LGI Homes-New Mexico, LLC ("Assignee") a, (state type of business entity, for instance "corporation," "general partnership", "joint venture", "individual," etc. :) New Mexico Limited Liability Corporation, whose email address is vince.hernandez@lgihomes.com. and whose address is 9150 E. Del Camino Drive, Ste. 118, Scottsdale, AZ, 85258 and whose telephone number is (480)294-1768, is made in Albuquerque, New Mexico and is effective as of the date of final execution on this Agreement

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

WHEREAS, the Assignor was the developer of the (Name of Project:) Juan Tabo Hills-Volterra Village City Project No: 756188; and

WHEREAS, the City and JTH, LLC, entered into a Sidewalk Deferral Agreement ("Original Agreement") on January 3, 2014, which was recorded on January 06, 2014, in the records of the Bernalillo County Clerk, State of New Mexico, in pages 1 to 6 as Document No. 2014000901, wherein JTH, LLC agreed to construct sidewalks as shown on Plans and Specifications submitted to and approved by the City; and

WHEREAS, the Earlier Agreement was amended by a 1<sup>st</sup> Amendment to Sidewalk Deferral Agreement dated February 2, 2016 recorded on February 9, 2016, as Document No. 2016012381 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 20, 2017; and

WHEREAS, the Earlier Agreement was amended by a 2<sup>nd</sup> Amendment to Sidewalk Deferral Agreement dated December 06, 2016 recorded on December 12, 2016, as Document No. 2016115765 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 20, 2017; and

WHEREAS, the Earlier Agreement was amended by a 1<sup>st</sup> Extension to Sidewalk Deferral Agreement dated April 21, 2017 recorded on May 03, 2017, as Document No. 2017041725 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 01, 2019; and

WHEREAS, the Earlier Agreement was amended by a 3<sup>rd</sup> Amendment to Sidewalk Deferral Agreement dated December 07, 2017 recorded on December 18, 2017, as Document

Doc# 2021010301

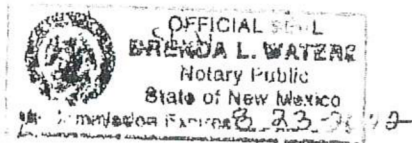




**ASSIGNOR'S NOTARY**

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

This instrument was acknowledged before me on this 13<sup>th</sup> day of January, 2021,  
by [name of person:] Scott Grady, [title or capacity, for instance, "President" or "Owner":]  
Managing Member of [Developer:] JTH LLC.



*Brenda L. Waters*  
Notary Public  
My Commission Expires: August 23, 2022

**ASSIGNEE: LGI Homes-New Mexico, LLC**

By (signature):  
Name (printed):  
Title:  
Date:

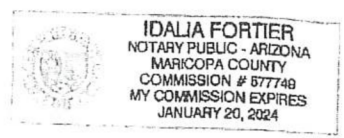
ASSIGNEE'S NOTARY

Arizona  
STATE OF ~~NEW MEXICO~~ )  
Maricopa )ss.  
COUNTY OF ~~BERNALILLO~~ )

This instrument was acknowledged before me on this 14 day of January, 2021,  
by [name of person:] Vincent Hernandez [title or capacity, for instance, "President" or "Owner":]  
~~LAND DEVELOPER NAME~~ of [Developer:] LGI Homes - New Mexico, LLC

Idalia Fortier  
Notary Public

My Commission Expires: 01/20/2024



**CITY OF ALBUQUERQUE:**

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

Date: \_\_\_\_\_

RELEASE AND REPLACE OF FINANCIAL GUARANTY

Project Name: Juan Tabo Hills-Volterra Village  
Developer: JTH, LLC  
City Project No. 756188

THIS RELEASE IS EXECUTED THIS 20<sup>th</sup> DAY OF January, 2021.

WHEREAS, Subdivision Bond No. 1099850 (Financial Guaranty) dated December 19, 2013 in the amount of \$179,789.11 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the Sidewalk Deferral Agreement ("Agreement"), dated January 3, 2014, which was recorded on January 06, 2014, in the records of the Bernalillo County Clerk, State of New Mexico, in pages 1 to 6 as Document No. 2014000901; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated January 12, 2016, in the amount of \$179,789.11 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 1<sup>st</sup> Amendment to Sidewalk Deferral Agreement dated February 2, 2016 recorded on February 9, 2016, as Document No. 2016012381; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated November 17, 2016, in the amount of \$108,874.71 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 2<sup>nd</sup> Amendment to Sidewalk Deferral Agreement dated December 06, 2016 recorded on December 12, 2016, as Document No. 2016115765; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated March 27, 2017, in the amount of \$93,351.99 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 1<sup>st</sup> Extension to Sidewalk Deferral Agreement dated April 21, 2017 recorded on May 03, 2017, as Document No. 2017041725; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated November 27, 2017, in the amount of \$70,011.20 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 3<sup>rd</sup> Amendment to Sidewalk Deferral Agreement dated December 07, 2017 recorded on December 18, 2017, as Document No. 2017120201; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated March 06, 2019, in the amount of \$60,125.45 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 2<sup>nd</sup> Extension to Sidewalk Deferral Agreement dated March 21, 2019 recorded on March 29, 2019, as Document No. 2019024286; and

of address, the Subdivider'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 days after the notice is mailed if there is no actual evidence of receipt.

12. 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.

13. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

14. 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.

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

16. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the Subdivider and signed by the City's Legal Department on this form.

17. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

Bond Department  
City of Albuquerque  
315 North 1st Street  
Albuquerque, NM 87102



May 12, 2022

VIA E-mail (vince.hernandez@lgihomes.com)

Eric T. Lipar  
LGI Homes- New Mexico, LLC  
3404 Oregon Trail Road NE  
Rio Rancho, NM 87144

Eric T. Lipar  
LGI Homes – New Mexico, LLC  
9150 E. Del Camino Dr., Suite 118  
Scottsdale, AZ 85258

Re: Surety: Hartford Fire Insurance Company (“Hartford”)  
Principal: LGI Homes- New Mexico, LLC  
Obligee: City of Albuquerque  
Claim No.: 564 S 64737  
Bond No: 08 BSB IM2727  
Claimant: One Albuquerque Planning

Dear Mr. Lipar:

Hartford previously wrote to LGI Homes- New Mexico, LLC regarding a claim against Bond Number 08 BSB IM2727 by One Albuquerque Planning. Subsequent to our letter, One Albuquerque Planning provided additional information, which allegedly supports its claim, a complete copy of which is enclosed.

Hartford again requests that you provide a detailed written response to the claim and copies of all documentation supporting your position.

If you dispute all or any portion of the claim, please provide full particulars on the disputed amounts. With regard to undisputed amounts, if any, please immediately discharge the obligations of LGI Homes- New Mexico, LLC to One Albuquerque Planning and Hartford by making payment of any undisputed amounts, thereafter providing Hartford with copies of the release documents.

Please recall that LGI Homes- New Mexico, LLC agreed to indemnify, exonerate and hold harmless Hartford from any and all loss, cost, expense or attorney’s fees arising from said bond. If you fail to resolve the claim or satisfactorily respond to Hartford’s requests for information, Hartford will take whatever action it deems appropriate to resolve the claim and thereafter pursue its indemnity rights.

Hartford reserves all rights and defenses available under the terms of the bond, applicable contract documents or applicable law. Nothing contained in this letter is, and shall not be construed as, an admission of liability or a waiver of any of Hartford’s rights or the rights of the Principal. All such rights are fully reserved whether or not mentioned herein or in subsequent communications. Subject to this continuing reservation of rights, we look forward to hearing from you. Please include the Claim Number referenced above on all communications.

Thank you for your anticipated prompt response to our inquiry.

Sincerely,  
Hartford Fire Insurance Company

Alison Renfrew  
Bond Claim Department  
Phone: (860) 547-4040 or toll-free (888) 266-3488  
Fax: (860) 221-3825  
Email: [alison.renfrew@thehartford.com](mailto:alison.renfrew@thehartford.com)

AR/mb

Enclosure: Additional Claimant Information Letter and Claimant Supporting Documentation

cc: Boston via email  
Mountain One Insurance Agency Inc. via fax- (413) 664-4723

Bond Department  
1000 10th Street, N.E.  
Albuquerque, NM 87102



May 12, 2022

VIA E-mail (CCherne@cabq.gov)

Curtis Cherne  
One Albuquerque Planning

Re: Surety: Hartford Fire Insurance Company ("Hartford")  
Principal: LGI Homes- New Mexico, LLC  
Obligee: City of Albuquerque  
Claim No.: 564 S 64737  
Bond No: 08 BSB IM2727  
Claimant: One Albuquerque Planning

Dear Mr. Cherne:

Hartford hereby acknowledges receipt of the executed Affidavit of Claim and additional documentation, which Hartford received on May 6, 2022. We are reviewing the submittal and are continuing to investigate the claim. Hartford is sending a copy of the supplemental documentation to LGI Homes- New Mexico, LLC to elicit its position regarding this claim. Upon our receipt and review of the response from LGI Homes- New Mexico, LLC, we will communicate the results of our investigation.

In the meantime, please feel free to provide us with any additional information that you believe is relevant to your claim. Furthermore, if this matter has been resolved either in whole or in part, please notify us. In the event we need additional information, we will advise.

Hartford reserves all rights and defenses available under the terms of the bond, applicable contract documents or applicable law. Nothing contained in this letter is, and shall not be construed as, an admission of liability or a waiver of any of Hartford's rights or the rights of the Principal. All such rights are fully reserved whether or not mentioned herein or in subsequent communications. Subject to this continuing reservation of rights, we look forward to hearing from you. Please include the Claim Number referenced above on all communications.

Sincerely,  
Hartford Fire Insurance Company

Alison Renfrew  
Bond Claim Department  
Phone: (860) 547-4040 or toll-free (888) 266-3488  
Fax: (860) 221-3825  
Email: alison.renfrew@thehartford.com

AR/mb

Alaska Fraud Warning: A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law. (Alaska Stat. § 21.36.380)
Arizona Fraud Warning: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties. (A.R.S. § 20-466.03)
Arkansas Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (A.C.A. § 23-66-503)
California Fraud Warning: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. (Ins. § 1879.2)
Colorado Fraud Warning: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies (C.R.S. 10-1-128)
Delaware Fraud Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. (11 Del. C. § 913(b))
District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. (D.C. Code § 22-3225.09(d))
Florida Fraud Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree. (Fla. Stat. § 817.234(1)(b))
Idaho Fraud Warning: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony. (Idaho Code § 41-1331)
Indiana Fraud Warning: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony. (Burns Ind. Code Ann. § 27-2-16-3)
Kentucky Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. (KRS § 304.47-030)
Louisiana Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. R.S. 40:1424 (B). (La. R.S. 40:1424)
Maine Fraud Warning: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. (24-A M.R.S. § 2186)
Minnesota Fraud Warning: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. (Minn. Stat. § 60A.955)
New Hampshire Fraud Warning: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20. (RSA 402:82)
New Jersey Fraud Warning: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. NJAC 11:16-1.2. (N.J. Stat. § 17:33A-6)
New Mexico Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. (N.M. Stat. Ann. § 59A-16C-8)
New York Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or settlement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (11 NYCRR § 86.4(a))
Ohio Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. (ORC Ann. 3999.21)
Oklahoma Fraud Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. (36 Okl. St. § 3613.1)
Pennsylvania Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (18 Pa.C.S. § 4117(k)(1))
Tennessee Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. (Tenn. Code Ann. § 56-53-111)
Virginia Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. (Va. Code Ann. § 52-40(B))



Current DRC  
Project Number: 756188

**ORIGINAL**

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

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN  
Tract 4A, Juan Tabo Hills, Unit 1  
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

FIGURE 12  
Date Submitted: 4/22/2009  
Date Site Plan Approved: 04-05-09  
Date Preliminary Plat Approved: 04-05-09  
Date Preliminary Plat Expires: 1004073  
DRB Project No.: 1004073  
DRB Application No.:

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	P.E.	City Cnst Engineer
		24' FF	Res. Pymt C&G Both Sides	Guilstream Dr.	Silver Charm Rd.	Cul-de-Sac	/	/	/
		5'	Sidewalk Westside & around cul-de-sac	<i>ADD Sidewalk</i>					
		4'	Sidewalk (east side)						
		26' FF	Res. Pymt C&G Both Sides	Borrogo Dr.	Silver Charm Rd.	Monachos Rd.	/	/	/
		4'	Sidewalk (both Sides)						
		26' FF	Res. Pymt C&G Both Sides	Volponi Dr.	Silver Charm Rd.	Monachos Rd.	/	/	/
		4'	Sidewalk (both Sides)						
		24' FF	Res. Pymt C&G Both Sides	Dominio Dr.	Silver Charm Rd.	Monachos Rd.	/	/	/
		5'	Sidewalk (east side)						
		4'	Sidewalk (west side)	Dominio Dr.	Silver Charm Rd.	Cicada Rd.	/	/	/
		26' FF	Res. Pymt C&G (both sides)	Bull Lea Dr.	Silver Charm Rd.	Forego Rd.	/	/	/
		4'	Sidewalk (both sides)						
		14' FE	Perm. Pymt C&G (north side)	Silver Chagnn Dr.	Guilstream Dr.	Juan Tabo Blvd.	/	/	/
		6'	Sidewalk (north side)						
		24' FF	Res. Pymt C&G (both sides)	Forego Rd.	Dominio Dr.	Terminus	/	/	/
		4'	Sidewalk (north side)						
		5'	Sidewalk (south side)						

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private P.E. Inspector	City/Const Engineer
		24' FF	Res. Pymt C&G (both sides)	Cicada Rd.	Dominio Dr.	Juan Tabo Blvd.	/	/
		5'	* Sidewalk (south side)				/	/
		24' FF	Res. Pymt C&G (both sides) Sidewalk (both sides)	Cicada Rd.	Dominio Dr.	Volponi Dr.	/	/
		32' FF	Res. Pymt C&G (both sides) Sidewalk (both sides)	Cavalcade Ave.	East Pl.	Juan Tabo Blvd.	/	/
		40' FF	Perm Pymt C & G (both sides) Sidewalk (both sides)	Monachos Rd.	East Pl.	Juan Tabo Blvd.	/	/
		4'					/	/
		10'	Stabilized crusher fine trail with crossing structure	E. Open Space	Cavalcade Ave	N. 420' to PL	/	/
		6'	* Sidewalk (west side)	Dominio Dr. 6' Sdkw Esmt	Cicada Rd.	Cavalcade Ave.	/	/
		6'	* Sidewalk (west side)	Dominio Dr. 6' Sdkw Esmt	Cavalcade Ave.	Monachos Rd.	/	/
		6'	* Sidewalk (north side)	Cicada Rd. 6' Sdkw Esmt	Dominio Dr.	Juan Tabo Blvd.	/	/
		6'	* Sidewalk (south side)	Cavalcade Ave. 6' Sdkw Esmt	Juan Tabo Blvd.	East 130'	/	/
		6'	* Sidewalk (north side)	Cavalcade Ave. 6' Sdkw Esmt	Juan Tabo Blvd.	East 100'	/	/
		6'	* Sidewalk (south side)	Cavalcade Ave.	Dominio	West 80'	/	/
		6'	* Sidewalk (north side)	Cavalcade Ave.	Dominio	West 90'	/	/

Financially Guaranteed DRC #      Constructed Under DRC #      Size      Type of Improvement      Location      From      To      Construction Certification

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification
							Private P.E.      City Crst Engineer
		12"	** REMOVE Exist. Waterline	Gulfstreem Drive	Silver Charm Rd	Cul-de-sac	/      /      /
		12"	** REPLACE Exist. Waterline	Gulfstreem Drive	Silver Charm Rd	Cul-de-sac	/      /      /
		6"	Waterline	Borrego Dr	Silver Charm Rd	Cavalcade Ave	/      /      /
		8"	Waterline	Borrego Dr	Silver Charm Rd	Monachos Rd	/      /      /
		6"	Waterline	Volponi Dr	Silver Charm Rd	Monachos Rd	/      /      /
		8"	Waterline	Volponi Dr	Silver Charm Rd	Monachos Rd	/      /      /
		8"	Waterline	Dominio Dr	Silver Charm Rd	Monachos Rd	/      /      /
		6"	Waterline	Cavalcade Ave	Gulfstreem Dr	Borrego Dr	/      /      /
		8"	Waterline	Bull Lea Dr	Silver Charm Rd	Forego Rd	/      /      /
		10"	Waterline	Bull Lea Dr	Silver Charm Rd	Bull Lea Dr	/      /      /
		6"	Waterline	Forego Rd	Dominio Dr	Bull Lea Dr	/      /      /
		8"	Waterline	Monachos Rd	Dominio Dr	East Pl.	/      /      /
		4"	Waterline	Forego Rd	Bull Lea Dr	East Pl.	/      /      /
		6"	Waterline	Cavalcade Ave	Dominio Dr	Terminus	/      /      /

**SEWER**

		8"	SAS	Gulfstreem Dr	Silver Charm Rd	Cul-de-sac	/      /      /
		8"	SAS	Borrego Dr	Silver Charm Rd	Monachos Rd	/      /      /
		8"	SAS	Volponi Dr	Silver Charm Rd	Monachos Rd	/      /      /
		8"	SAS	Dominio Dr	Silver Charm Rd	Monachos Rd	/      /      /
		8"	SAS	Bull Lea Dr	Silver Charm Rd	Forego Rd	/      /      /
		8"	SAS	Forego Rd	Silver Charm Rd	Terminus	/      /      /
		8"	SAS	Cavalcade Ave	Dominio Dr	Dominio Dr	/      /      /
		12"	** Sanitary Sewer	25' Public SAS Esmt	Juan Tabo Blvd.	Gulfstreem Dr	/      /      /
		12"	** Sanitary Sewer	Cavalcade Dr	Gulfstreem Dr	Barbaro Dr	/      /      /
		12"	** Sanitary Sewer	Barbaro Dr	Cavalcade Dr	Barbaro Dr	/      /      /
		12"	** Sanitary Sewer	Giacomo Ave	Cavalcade Dr	Giacomo Ave	/      /      /
		12"	** Sanitary Sewer	Challedon Dr	Barbaro Dr	Challedon Dr	/      /      /
		12"	** Sanitary Sewer	Lot 23, Blk 1 Eastmt	Giacomo Ave	Lot 23 Eastmt	/      /      /
		12"	** Sanitary Sewer	COA Open Space	Tract 1-A-6	Tract 1-A-6	/      /      /
		8"	** REMOVE Exist. SAS	Tract 3-A, and 4-A-1	COA Open Space	COA Open Space	/      /      /
						Juan Tabo Blvd. Exist. SAS	/      /      /

**STORM DRAIN**

		18" & 24"	Stormdrain	Borrego Dr	Lot 17, Block 7	Monachos Rd	/      /      /
		18" & 24"	Stormdrain	Volponi Dr	Lot 9, Block 5	Monachos Rd	/      /      /
		18" & 24"	Stormdrain	Dominio Dr	Lot 10, Block 5	Monachos Rd	/      /      /
		18" & 24"	Stormdrain	20' SD Esmt	Forego Rd	Cicada & Juan Tabo Intersection	/      /      /
		24"	Stormdrain	20' SD Esmt	Gulfstreem Dr	Monachos Rd	/      /      /
		18" 24"	Stormdrain	Monachos Rd	Juan Tabo Blvd	20' SD Esmt	/      /      /
		30" 36" & 42"	Stormdrain	Cicada	Lot 11, Block 3	Juan Tabo Blvd.	/      /      /
		18"	Stormdrain				/      /      /

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	City Cnst Engineer

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.

- \* Sidewalk to be deferred
- \*\* Financially guaranteed with DRB Project No. 1007139 and constructed with DRC 756186.
- 1 Water Infrastructure to include valves, fittings and firehydrants
- 2 SAS Infrastructure to include manholes and service connections
- 3 Storm Drain Infrastructure to appurtenances
- 4 Street Lights per SDPPP
- 5 Grading & Drainage Certification required per DPM (Prior to release of Financial Guaranty) to include walls as defined on the approved Grading Plan
- 6 LOMR Required
- 7 Landscaping is required for public roadways
- 8 The developers of this site are required to follow the most current version of the "Interim Guidelines for Development within 1000 feet of landfill", a review and approval of the site plan, the proposed construction, design drawings and certification of construction will be required by the Environmental Health Dept., Environmental Services Division, Groundwater & Landfill Sec.

AGENT / OWNER \_\_\_\_\_ DEVELOPMENT REVIEW BOARD MEMBER APPROVALS \_\_\_\_\_

Gregory J. Krenik, PE Firm \_\_\_\_\_ DRB CHAIR - date 05/05/10 *Gregory J. Krenik* PARKS & GENERAL RECREATION - date 05/10

Mark Goodwin & Associates, PA Firm \_\_\_\_\_ TRANSPORTATION DEVELOPMENT - date 05/05/10 AMARCA - date \_\_\_\_\_

*[Signature]* SIGNATURE - date 4-22-10 UTILITY DEVELOPMENT - date 05/10 CITY ENGINEER - date \_\_\_\_\_

DESIGN REVIEW COMMITTEE REVISIONS \_\_\_\_\_

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



**Velasquez, Marion G.**

---

**From:** Cherne, Curtis  
**Sent:** Friday, April 1, 2022 1:51 PM  
**To:** vince.hernandez@lgihomes.com  
**Cc:** Velasquez, Marion G.  
**Subject:** FW: CPN 756188 - Reminder Notice on Sidewalk Agreement- haven't heard from you- may call on bond  
**Attachments:** SW\_Reminder\_Letter-756188.pdf; NOD\_March\_2019.pdf

Vince,  
Good afternoon.

We have not heard from you since this email was sent or since the Default letter was sent on 3-2-22. I called today 480-294-1768 (number on Agreement), no one answered and voicemail was not available.

Please let me know the completion status of the sidewalks and if you have made any progress towards extending your Agreement.  
The good thing about sidewalk financial guarantees is that the City has a program to build sidewalks, so it makes calling on the bond and getting them built relatively easy.

I'm going out there on Monday 4-2-22 and if they aren't all built, I may just go ahead call on your bond. I prefer not to, but DRC has not heard from you since my first email on 1-3-22.

I prefer a phone call to an email.



**CURTIS CHERNE, P.E.**  
Principal Engineer, DRC  
building and development services  
o 505.924.3993  
e [ccherne@cabq.gov](mailto:ccherne@cabq.gov)  
[cabq.gov/planning](http://cabq.gov/planning)

**From:** Cherne, Curtis  
**Sent:** Monday, January 3, 2022 11:15 AM  
**To:** 'vince.hernandez@lgihomes.com' <vince.hernandez@lgihomes.com>  
**Cc:** Velasquez, Marion G. <mgvelasquez@cabq.gov>  
**Subject:** CPN 756188 - Reminder Notice on Sidewalk Agreement

Vince,

# City of Albuquerque



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

March 1, 2022

Vince Hernandez, Land Development Manager  
**LGI Homes-New Mexico, LLC**  
9150 E. Del Camino Dr, Ste 118  
Scottsdale, AZ 85258

Re: Notice of failure to complete Improvements, default and City's intention to call Financial Guaranty –**Sidewalk Deferral Agreement**  
Project: **Juan Tabo Hills Volterra Village Project No. 756188**  
**Financial Guaranty: Subdivision Bond 08BSBIM2727 \$34, 358.59**

**Dear Mr. Vince Hernandez:**

I am the Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by developers. As you are aware, **LGI Homes-New Mexico, LLC** ("Developer") signed a **Sidewalk Deferral Agreement**, ("Agreement") requiring the developer to construct certain improvements by **March 1, 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.

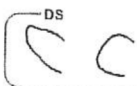
If you have any questions regarding this matter, please contact the Project Administrator Marion Velasquez at (505) 924-3997.

Very truly yours,

DocuSigned by:

*Bryan Rowland*

246AB8D75FEC4EC...



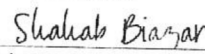
Bryan Rowland, Assistant City Attorney

CERTIFICATION FOR DRAFT OF PAYMENT

STATE OF NEW MEXICO )  
 ) ss  
 COUNTY OF BERNALILLO)

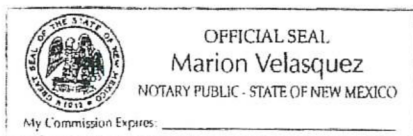
COMES NOW Shahab Biazar, P.E., City Engineer of the City of Albuquerque (the "City") and, upon being duly sworn and under oath, certifies and states:

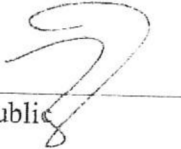
1. The undersigned is City Engineer of the City of Albuquerque and is authorized to sign this certification.
2. The **Subdivision Bond No 08BSBIM2727**, dated **December 22, 2020, in the amount of \$34,358.59**, (financial guaranty) was established to ensure that **LGI Homes New Mexico, LLC**, completed certain infrastructure improvements necessary to the Development **Juan Tabo Hills Volterra Village**, (Project) as provided by the **"Sidewalk Deferral Agreement, any all pertinent Amendments and Extensions"** ("the Agreement") between the Developer and the City, which initial Agreement was recorded, **January 06, 2014 as Doc# 2014000901**, in the records of the County of Bernalillo, State of New Mexico, as amended.
3. **LGI Homes New Mexico, LLC**, (Developer) has failed to comply with the terms of the Agreement.
4. The amount of the Draft (presented herewith), does not exceed 125% of the City's estimated cost of completing the improvements specified in the Agreements.

DocuSigned by:  
  
 Shahab Biazar, P.E., City Engineer  
 Planning Department

DS DS  
 BMA CC

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of April, 2022.



  
 Notary Public  
 My Commission Expires: June 26, 2024



6. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider 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 Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider 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.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

8. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when the Subdivider'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.

9. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider 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 Subdivider'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 Financial Guaranty, the Subdivider 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 the Financial Guaranty.

10. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Subdivision for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and its heirs, successors and assigns.

11. Notice. For purposes of giving formal written notice, including notice of change

**Velasquez, Marion G.**

---

**From:** Velasquez, Marion G.  
**Sent:** Wednesday, March 2, 2022 8:39 AM  
**To:** vince.hernandez@lgihomes.com  
**Subject:** Default Notice 756188 SW  
**Attachments:** SW\_Default\_Letter-756188.doc.pdf

Hello,

Please find attached **Default notice** for following project:

#756188

Project Name: Juan Tabo Hills Volterra Village

Project Deadline: 03/01/2022 has passed & project is in default.

Please reach out with project status or intent to extend current deadline.

Thank you

**From:** Cherne, Curtis  
**Sent:** Monday, January 3, 2022 11:15 AM  
**To:** vince.hernandez@lgihomes.com  
**Cc:** Velasquez, Marion G. <mgvelasquez@cabq.gov>  
**Subject:** CPN 756188 - Reminder Notice on Sidewalk Agreement

Vince,

Good morning,

I have attached the reminder notice for your Sidewalk Deferral Agreement at Volterra Village. Let us know the status of the completion of the sidewalks to determine if an extension is needed.

The latest DRC Notice of Decision (NOD) I could find gave you an extension to March of 2021. So it appears you are due to go back to DRB to obtain their approval of another extension if the needed.

There is also the option of the Alternative Sidewalk Agreement, wherein, you pay the city 10% of the cost of the remaining sidewalks then we release the Sidewalk Deferral Agreement and associated financial guaranty.

Please coordinate with Marion (copied on email) on how you wish to proceed.



Principal Engineer, DRC  
building and development services  
o 505.924.3993  
[ccherne@cabq.gov](mailto:ccherne@cabq.gov)

FIGURE 16

INFRASTRUCTURE BOND  
(SIDEWALK DEFERRAL)

Bond No. 08BSBIM2727

INFRASTRUCTURE IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we LGI Homes - New Mexico LLC, a Limited Liability Corporation as "Principal", and Hartford Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE ("City") in the penal sum of Thirty Four Thousand Three Hundred Fifty Eight and 59/100 Dollars, (\$34,358.59), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's 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 Volterra Village, City Project No. 756188; 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 Sidewalk improvements at the Developer's Property:

Deferred Sidewalk Installation \_\_\_\_\_ ("Improvements")

All construction shall be performed in accordance with the Sidewalk Deferral Agreement entered into between LGI Homes - New Mexico LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, State of New Mexico, on January 27, 20 21 as Document Number 202101630, as amended by change order or amendments to the agreement.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@hartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC  
Agency Code: 01-87624

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of 1-20-20

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC  
Agency Code: 01-087604

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle LaPier*

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of 12-21-20

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President



**Affidavit of Claim  
Commercial Surety**

The Hartford  
Hartford Plaza T-11  
Hartford, CT 06115

State of New Mexico )  
 ) ss.  
County of Bernalillo )

Being first duly sworn on oath I, Shahab Biazar in my capacity as the City Engineer  
[Name of Affiant] [Position in Firm]  
City of Albuquerque, a municipality located at  
[Name of Claimant] [Corporation, Partnership, Limited Liability Company, Sole Proprietor, Individual]  
P.O. Box 1293, Albuquerque, NM 87103 on behalf of said firm state as follows:  
[Address]

1) That LGI Homes-New Mexico, LLC hereinafter called Principal, is now and has been justly and truly indebted to  
Claimant in [Name of Principal]  
the sum of \$ 34,358.59  
[Amount of Claim]

2) The facts and circumstances giving rise to this claim are as follows:

The Principal did not construct all of the sidewalks per the Deferred Sidewalk Agreement.  
(Attach additional pages, if necessary). Attached hereto and incorporated herein are documents not previously provided which fully support the Claimants entitlement to the amount of the claim set forth herein.

3) There are no setoffs, counterclaims, claims or other credits due said Principal against said claim and Claimant is not indebted to Principal on this or any other account, except N/A. Claimant does not hold any note, collateral or security of any kind whatsoever for said claim and confirms that said claim is not encumbered nor has it been assigned.

4) This Affidavit and the supporting documentation is furnished to the surety in support of the claim for the purpose of inducing  
The Hartford as surety for Principal to pay said claim. [Name of Surety]

5) Affiant has full knowledge of the statements contained herein and the basis therefore. Affiant is duly authorized by Claimant to make said statements, present said claim and bind the claimant to the statements contained herein.

The furnishing of this form by the surety and the acceptance and/or retention thereof does not constitute an admission of liability or a waiver of any of the terms or conditions of the surety's bond, or any of the defenses the surety has or may have. The surety reserves the right to request additional documents or support for the claim.

Sworn and Subscribed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Albuquerque  
[Name of Claimant]  
By: \_\_\_\_\_  
Its: N/A  
Tax ID No./Soc. Sec. No.: N/A

**THIS AFFIDAVIT MUST BE EXECUTED BEFORE A NOTARY PUBLIC**

No. **2017120201** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2019**; and

WHEREAS, the Earlier Agreement was amended by a **2<sup>nd</sup> Extension** to Sidewalk Deferral Agreement dated **March 21, 2019** recorded on **March 29, 2019**, as Document No. **2019024286** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2021**; and

WHEREAS, the Earlier Agreement was amended by a **4<sup>th</sup> Amendment** to Sidewalk Deferral Agreement dated **December 20, 2019** recorded on **December 20, 2019**, as Document No. **20179110515** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **March 01, 2021**; and

WHEREAS, the Original Agreement provides that if the Developer's Property or any part thereof is sold, conveyed or assigned the City will not release the Assignor from its obligations, nor will the City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into a Partial Assignment and Amendment to the Sidewalk Deferral Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and

WHEREAS, **LGI Homes-New Mexico, LLC**, having acquired its interest in the lots within the Subdivision described on Exhibit "A" attached ("Assignee's Lots") by a Warranty Deed, which was recorded on **September 1, 2020** in the records of the Bernalillo County Clerk, State of New Mexico, as Document No. **2020084084**, and

THEREFORE, the Assignor, Assignee and the City agree:

1. **Partial Assignment:** Assignor hereby partially assigns to Assignee all of Assignor's right, title and interest in and to the Original Agreement as amended, solely with respect to Assignee's Lots. Assignee hereby accepts said assignment, and assumes the Original Agreement as amended, and all of the duties and obligations of Assignor thereunder, solely with respect to Assignee's Lots. All references in the Original Agreement as amended to the Assignor "Developer" are deleted and the Assignee is substituted hereafter with respect to Assignee's Lots. For the avoidance of doubt, all references in the Original Agreement as amended to the Assignor "Developer" shall remain as Assignor solely with respect to the Retained Lots. Assignor and Assignee agree that the terms and conditions of the Original Agreement as amended which previously applied to Assignor are hereby ratified and confirmed by, and made applicable to Assignee, with respect to Assignee's Lots, and applicable to Assignor, with respect to the Retained Lots.
2. **Financial Guaranty:** Section 2, paragraph 2 of the Original Agreement, specifically the information regarding the financial guaranty, is amended to read, in each case with respect to the lots owned by each Developer:

Type of Financial Guaranty: **Subdivision Bond No. 08BSBIM2727**

Amount: **\$34,358.59**

Name of Financial Institution or Surety providing Guaranty:

**Hartford Fire Insurance Company**

**ASSIGNMENT AND AMENDMENT  
TO SIDEWALK DEFERRAL AGREEMENT  
TO CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

**NAME OF PROJECT: Juan Tabo Hills-Volterra Village**  
**ORIGINAL SUBDIVIDER/DEVELOPER/ASSIGNOR: JTH, LLC**  
**NEW OWNER/ASSIGNEE: LGI Homes-New Mexico, LLC**  
**CITY PROJECT # 756188**

THIS ASSIGNMENT AND AMENDMENT is made this 20<sup>th</sup> day of January, 2021, by the City of Albuquerque, New Mexico ("City") and (the original developer) JTH, LLC, ("Assignor") and (the new developer) LGI Homes-New Mexico, LLC ("Assignee") a, (state type of business entity, for instance "corporation," "general partnership", "joint venture", "individual," etc. :) New Mexico Limited Liability Corporation, whose email address is vince.hernandez@lgihomes.com. and whose address is 9150 E. Del Camino Drive, Ste. 118, Scottsdale, AZ, 85258 and whose telephone number is (480)294-1768, is made in Albuquerque, New Mexico and is effective as of the date of final execution on this Agreement

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

WHEREAS, the Assignor was the developer of the (Name of Project:) Juan Tabo Hills-Volterra Village City Project No: 756188; and

WHEREAS, the City and JTH, LLC, entered into a Sidewalk Deferral Agreement ("Original Agreement") on January 3, 2014, which was recorded on January 06, 2014, in the records of the Bernalillo County Clerk, State of New Mexico, in pages 1 to 6 as Document No. 2014000901, wherein JTH, LLC agreed to construct sidewalks as shown on Plans and Specifications submitted to and approved by the City; and

WHEREAS, the Earlier Agreement was amended by a 1<sup>st</sup> Amendment to Sidewalk Deferral Agreement dated February 2, 2016 recorded on February 9, 2016, as Document No. 2016012381 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 20, 2017; and

WHEREAS, the Earlier Agreement was amended by a 2<sup>nd</sup> Amendment to Sidewalk Deferral Agreement dated December 06, 2016 recorded on December 12, 2016, as Document No. 2016115765 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 20, 2017; and

WHEREAS, the Earlier Agreement was amended by a 1<sup>st</sup> Extension to Sidewalk Deferral Agreement dated April 21, 2017 recorded on May 03, 2017, as Document No. 2017041725 in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to March 01, 2019; and

WHEREAS, the Earlier Agreement was amended by a 3<sup>rd</sup> Amendment to Sidewalk Deferral Agreement dated December 07, 2017 recorded on December 18, 2017, as Document

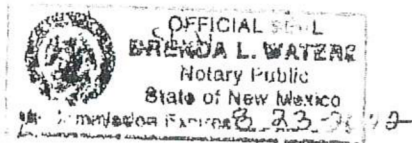




**ASSIGNOR'S NOTARY**

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

This instrument was acknowledged before me on this 13<sup>th</sup> day of January, 2021,  
by [name of person:] Scott Grady, [title or capacity, for instance, "President" or "Owner":]  
Managing Member of [Developer:] JTH LLC.



*Brenda L. Waters*  
Notary Public  
My Commission Expires: August 23, 2022

**ASSIGNEE: LGI Homes-New Mexico, LLC**

By (signature):  
Name (printed):  
Title:  
Date:

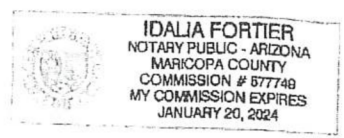
ASSIGNEE'S NOTARY

Arizona  
STATE OF ~~NEW MEXICO~~ )  
Maricopa )ss.  
COUNTY OF ~~BERNALILLO~~ )

This instrument was acknowledged before me on this 14 day of January, 2021,  
by [name of person:] Vincent Hernandez [title or capacity, for instance, "President" or "Owner":]  
~~LAND DEVELOPER NAME~~ of [Developer:] LGI Homes - New Mexico, LLC

Idalia Fortier  
Notary Public

My Commission Expires: 01/20/2024



~~CITY OF ALBUQUERQUE:  
By: \_\_\_\_\_  
Shahab Biazani, P.E., City Engineer  
Date: \_\_\_\_\_~~

RELEASE AND REPLACE OF FINANCIAL GUARANTY

Project Name: Juan Tabo Hills-Volterra Village  
Developer: JTH, LLC  
City Project No. 756188

THIS RELEASE IS EXECUTED THIS 20<sup>th</sup> DAY OF January, 2021.

WHEREAS, Subdivision Bond No. 1099850 (Financial Guaranty) dated December 19, 2013 in the amount of \$179,789.11 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the Sidewalk Deferral Agreement ("Agreement"), dated January 3, 2014, which was recorded on January 06, 2014, in the records of the Bernalillo County Clerk, State of New Mexico, in pages 1 to 6 as Document No. 2014000901; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated January 12, 2016, in the amount of \$179,789.11 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 1<sup>st</sup> Amendment to Sidewalk Deferral Agreement dated February 2, 2016 recorded on February 9, 2016, as Document No. 2016012381; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated November 17, 2016, in the amount of \$108,874.71 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 2<sup>nd</sup> Amendment to Sidewalk Deferral Agreement dated December 06, 2016 recorded on December 12, 2016, as Document No. 2016115765; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated March 27, 2017, in the amount of \$93,351.99 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 1<sup>st</sup> Extension to Sidewalk Deferral Agreement dated April 21, 2017 recorded on May 03, 2017, as Document No. 2017041725; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated November 27, 2017, in the amount of \$70,011.20 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 3<sup>rd</sup> Amendment to Sidewalk Deferral Agreement dated December 07, 2017 recorded on December 18, 2017, as Document No. 2017120201; and

WHEREAS, Rider to Subdivision Bond No. 1099850 (Financial Guaranty) dated March 06, 2019, in the amount of \$60,125.45 was issued by Lexon Insurance Company ("Financial Institution") to insure JTH, LLC ("Developer's") performance under the terms of the 2<sup>nd</sup> Extension to Sidewalk Deferral Agreement dated March 21, 2019 recorded on March 29, 2019, as Document No. 2019024286; and

of address, the Subdivider'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 days after the notice is mailed if there is no actual evidence of receipt.

12. 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.

13. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

14. 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.

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

16. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the Subdivider and signed by the City's Legal Department on this form.

17. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

Bond Department  
City of Albuquerque  
315 North 1st Street  
Albuquerque, NM 87102



May 12, 2022

VIA E-mail (vince.hernandez@lgihomes.com)

Eric T. Lipar  
LGI Homes- New Mexico, LLC  
3404 Oregon Trail Road NE  
Rio Rancho, NM 87144

Eric T. Lipar  
LGI Homes – New Mexico, LLC  
9150 E. Del Camino Dr., Suite 118  
Scottsdale, AZ 85258

Re: Surety: Hartford Fire Insurance Company (“Hartford”)  
Principal: LGI Homes- New Mexico, LLC  
Obligee: City of Albuquerque  
Claim No.: 564 S 64737  
Bond No: 08 BSB IM2727  
Claimant: One Albuquerque Planning

Dear Mr. Lipar:

Hartford previously wrote to LGI Homes- New Mexico, LLC regarding a claim against Bond Number 08 BSB IM2727 by One Albuquerque Planning. Subsequent to our letter, One Albuquerque Planning provided additional information, which allegedly supports its claim, a complete copy of which is enclosed.

Hartford again requests that you provide a detailed written response to the claim and copies of all documentation supporting your position.

If you dispute all or any portion of the claim, please provide full particulars on the disputed amounts. With regard to undisputed amounts, if any, please immediately discharge the obligations of LGI Homes- New Mexico, LLC to One Albuquerque Planning and Hartford by making payment of any undisputed amounts, thereafter providing Hartford with copies of the release documents.

Please recall that LGI Homes- New Mexico, LLC agreed to indemnify, exonerate and hold harmless Hartford from any and all loss, cost, expense or attorney’s fees arising from said bond. If you fail to resolve the claim or satisfactorily respond to Hartford’s requests for information, Hartford will take whatever action it deems appropriate to resolve the claim and thereafter pursue its indemnity rights.

Hartford reserves all rights and defenses available under the terms of the bond, applicable contract documents or applicable law. Nothing contained in this letter is, and shall not be construed as, an admission of liability or a waiver of any of Hartford’s rights or the rights of the Principal. All such rights are fully reserved whether or not mentioned herein or in subsequent communications. Subject to this continuing reservation of rights, we look forward to hearing from you. Please include the Claim Number referenced above on all communications.

Thank you for your anticipated prompt response to our inquiry.

Sincerely,  
Hartford Fire Insurance Company

Alison Renfrew  
Bond Claim Department  
Phone: (860) 547-4040 or toll-free (888) 266-3488  
Fax: (860) 221-3825  
Email: [alison.renfrew@thehartford.com](mailto:alison.renfrew@thehartford.com)

AR/mb

Enclosure: Additional Claimant Information Letter and Claimant Supporting Documentation

cc: Boston via email  
Mountain One Insurance Agency Inc. via fax- (413) 664-4723

Bond Department  
1000 10th Street, N.E.  
Albuquerque, NM 87102



May 12, 2022

VIA E-mail (CCherne@cabq.gov)

Curtis Cherne  
One Albuquerque Planning

Re: Surety: Hartford Fire Insurance Company ("Hartford")  
Principal: LGI Homes- New Mexico, LLC  
Obligee: City of Albuquerque  
Claim No.: 564 S 64737  
Bond No: 08 BSB IM2727  
Claimant: One Albuquerque Planning

Dear Mr. Cherne:

Hartford hereby acknowledges receipt of the executed Affidavit of Claim and additional documentation, which Hartford received on May 6, 2022. We are reviewing the submittal and are continuing to investigate the claim. Hartford is sending a copy of the supplemental documentation to LGI Homes- New Mexico, LLC to elicit its position regarding this claim. Upon our receipt and review of the response from LGI Homes- New Mexico, LLC, we will communicate the results of our investigation.

In the meantime, please feel free to provide us with any additional information that you believe is relevant to your claim. Furthermore, if this matter has been resolved either in whole or in part, please notify us. In the event we need additional information, we will advise.

Hartford reserves all rights and defenses available under the terms of the bond, applicable contract documents or applicable law. Nothing contained in this letter is, and shall not be construed as, an admission of liability or a waiver of any of Hartford's rights or the rights of the Principal. All such rights are fully reserved whether or not mentioned herein or in subsequent communications. Subject to this continuing reservation of rights, we look forward to hearing from you. Please include the Claim Number referenced above on all communications.

Sincerely,  
Hartford Fire Insurance Company

Alison Renfrew  
Bond Claim Department  
Phone: (860) 547-4040 or toll-free (888) 266-3488  
Fax: (860) 221-3825  
Email: alison.renfrew@thehartford.com

AR/mb

Alaska Fraud Warning: A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law. (Alaska Stat. § 21.36.380)
Arizona Fraud Warning: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties. (A.R.S. § 20-466.03)
Arkansas Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (A.C.A. § 23-66-503)
California Fraud Warning: For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. (Ins. § 1879.2)
Colorado Fraud Warning: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies (C.R.S. 10-1-128)
Delaware Fraud Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. (11 Del. C. § 913(b))
District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. (D.C. Code § 22-3225.09(d))
Florida Fraud Warning: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree. (Fla. Stat. § 817.234(1)(b))
Idaho Fraud Warning: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete or misleading information is guilty of a felony. (Idaho Code § 41-1331)
Indiana Fraud Warning: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony. (Burns Ind. Code Ann. § 27-2-16-3)
Kentucky Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. (KRS § 304.47-030)
Louisiana Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. R.S. 40:1424 (B). (La. R.S. 40:1424)
Maine Fraud Warning: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. (24-A M.R.S. § 2186)
Minnesota Fraud Warning: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. (Minn. Stat. § 60A.955)
New Hampshire Fraud Warning: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20. (RSA 402:82)
New Jersey Fraud Warning: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. NJAC 11:16-1.2. (N.J. Stat. § 17:33A-6)
New Mexico Fraud Warning: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. (N.M. Stat. Ann. § 59A-16C-8)
New York Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or settlement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (11 NYCRR § 86.4(a))
Ohio Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. (ORC Ann. 3999.21)
Oklahoma Fraud Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. (36 Okl. St. § 3613.1)
Pennsylvania Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (18 Pa.C.S. § 4117(k)(1))
Tennessee Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. (Tenn. Code Ann. § 56-53-111)
Virginia Fraud Warning: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. (Va. Code Ann. § 52-40(B))