



**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"/> Major – Preliminary Plat (Form S1)	<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 – Bulk Land 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"/> Extension of Preliminary Plat (Form S1)	<b>MISCELLANEOUS APPLICATIONS</b>		
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Form S2)	<input checked="" type="checkbox"/> Extension of Infrastructure List or IIA (Form S1)	<input type="checkbox"/> Vacation of Public Easement(s) DRB (Form V)	
<input type="checkbox"/> Minor - Final Plat (Form S2)	<input type="checkbox"/> Minor Amendment to Infrastructure List (Form S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)	
<input type="checkbox"/> Minor – Preliminary/Final Plat (Form S2)	<input type="checkbox"/> Temporary Deferral of SW (Form V2)	<b>PRE-APPLICATIONS</b>	
	<input type="checkbox"/> Sidewalk Waiver (Form V2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S2)	
<b>SITE PLANS</b>			
<input type="checkbox"/> DRB Site Plan (Form P2)	<input type="checkbox"/> Waiver to IDO (Form V2)	<b>APPEAL</b>	
	<input type="checkbox"/> Waiver to DPM (Form V2)	<input type="checkbox"/> Decision of DRB (Form A)	
<b>BRIEF DESCRIPTION OF REQUEST</b>			
Extension of IIA Approval			

<b>APPLICATION INFORMATION</b>			
Applicant: CRP-GREP Overture Andalusia Owner, LLC (Nic Whittaker)		Phone: (512) 762-2473	
Address: 1717 West 6th Street, Suite 262		Email: nwhittaker@greystar.com	
City: Austin	State: TX	Zip: 78703	
Professional/Agent (if any): Isaacson & Arfman, Inc. (Fred C. Arfman)		Phone: (505) 268-8828	
Address: 128 Monroe Street NE		Email: freda@iacivil.com	
City: Albuquerque	State: NM	Zip: 87108	
Proprietary Interest in Site: Owner		List all owners:	
<b>SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)</b>			
Lot or Tract No.: Tract 4-A		Block:	Unit:
Subdivision/Addition: North Andalusia at La Luz		MRGCD Map No.: N/A	UPC Code: 101206207301831301
Zone Atlas Page(s): E-12	Existing Zoning: PD		Proposed Zoning Same
# of Existing Lots: 1	# of Proposed Lots: 1		Total Area of Site (Acres): 7.7061
<b>LOCATION OF PROPERTY BY STREETS</b>			
Site Address/Street: 5301 Antequera Rd NW Between: Bosque School Rd NW and: Mirandela St NW			
<b>CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)</b>			
PR-2020-003658; SI-2020-01095; PS-2021-00028; SD-2021-00040; SD-2021-00043			

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: 12-08-21
Printed Name: Fred C. Arfman	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

<b>FOR OFFICIAL USE ONLY</b>					
Case Numbers	Action	Fees	Case Numbers	Action	Fees
Meeting Date:			Fee Total:		
Staff Signature:			Date:		Project #

**FORM S1: SUBDIVISION OF LAND – MAJOR**

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

- MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL
- MAJOR AMENDMENT TO PRELIMINARY PLAT
- BULK LAND SUBDIVISION

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

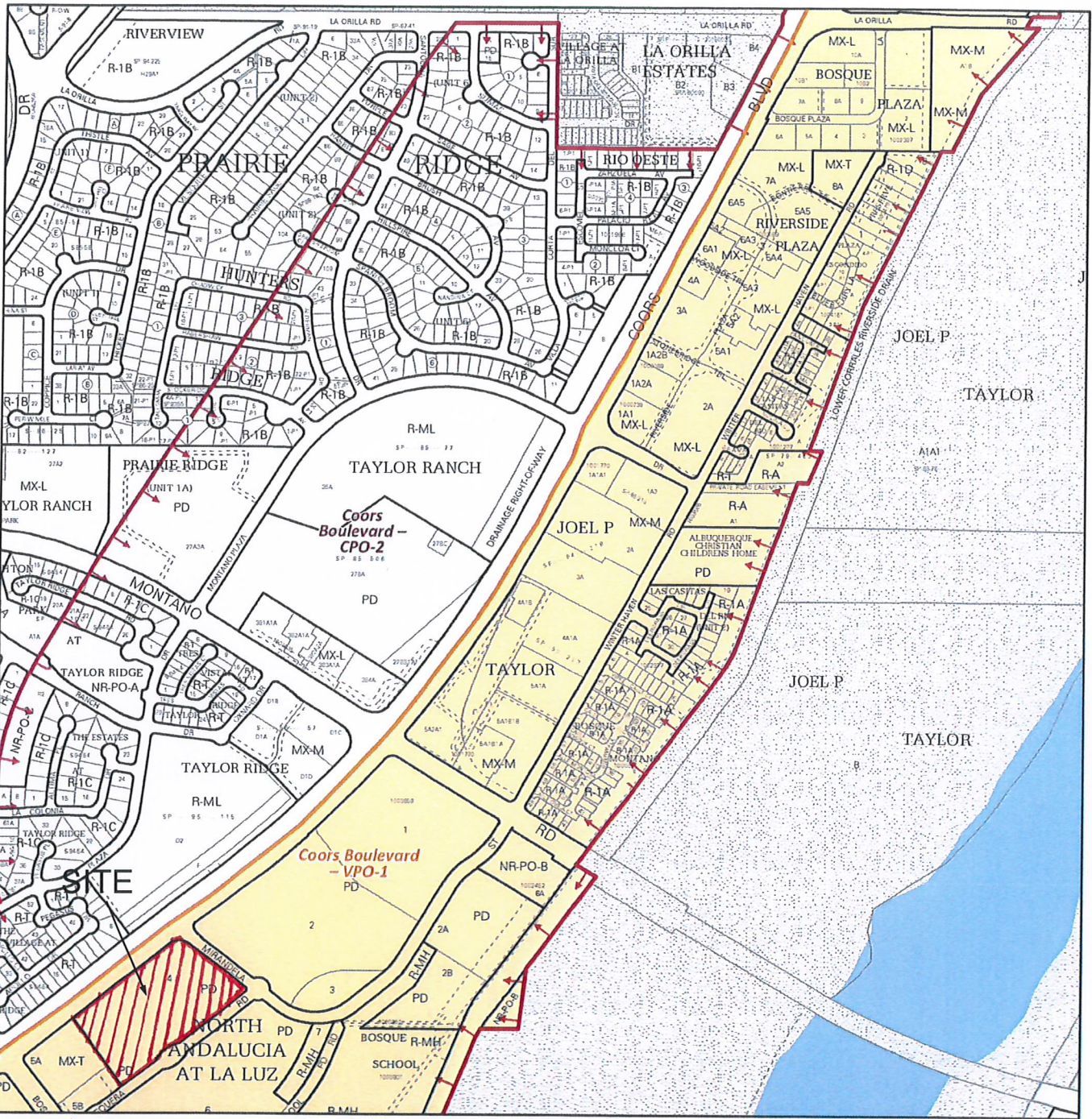
EXTENSION OF PRELIMINARY PLAT

INFRASTRUCTURE LIST EXTENSION OR AN INFRASTRUCTURE IMPROVEMENTS AGREEMENT (IIA) EXTENSION

*For temporary sidewalk deferral extension, use Form V.*

- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](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 on a CD. PDF *shall be organized* with the Development Review Application and this Form S1 at the front followed by the remaining documents *in the order provided on this form*.
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter of authorization from the property owner if application is submitted by an agent
- Letter describing, explaining, and justifying the request per IDO Section 14-16-6-4(X)(4)
- Preliminary Plat or site plan
- Copy of DRB approved infrastructure list

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: </p>	<p>Date: <u>12-08-21</u></p>
<p>Printed Name: Fred C. Arfman</p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>
<p><b>FOR OFFICIAL USE ONLY</b></p>	
<p>Case Numbers: _____</p>	<p>Project Number: _____</p>
<div style="text-align: right;"> </div>	
<p>Staff Signature: _____</p>	
<p>Date: _____</p>	



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

Zone Atlas Page:  
**E-12-Z**

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

**AGIS**  
Albuquerque Geographic Information System

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

0 250 500 1,000  
Feet

**GREYSTAR DEVELOPMENT GROUP, LLC**  
**and**  
**CRP-GREP Overture Andaluca Owner, L.L.C**

2500 Bee Caves Rd, Building 3, Suite 500, Austin, Texas 78703

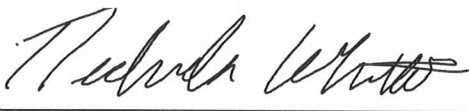
December 8th, 2021

CITY DEVELOPMENT REVIEW BOARD  
City of Albuquerque

Plaza del Sol Building  
600 Second NW  
Albuquerque, NM 87102

Isaacson & Arfman, Inc, is authorized to act on behalf of Greystar Development Group, LLC and CRP-GREP Overture Andaluca Owner, L.L.C. in the matters related to the process of the SIA Extension.

Greystar Development Group, LLC

By: 

Nic Whittaker, Vice President

December 6, 2021

Jolene Wolfley, DRB Chair  
Planning Department  
City of Albuquerque  
Plaza del Sol Building  
600 Second NW  
Albuquerque, NM 87102

Reference: **Overture Andaluca**; PR-2020-003658  
Tract 4, North Andaluca at La Luz

Subject: Request & Justification to Extend the SIA - Construction Deadline

Isaacson & Arfman, Inc., agent for Greystar, LLC, d/b/a Silver Leaf Venture, LLC (SLV) is requesting an extension of the Infrastructure Improvement Agreement (IIA) Construction Deadline date. The following is the background, reason and justification for the request:

**Background:**

1. The SIA was approved by the DRB on March 10, 2021 with a Construction Deadline Date of December 15, 2021.

**Justification:**


- A. The Owner has been advised by their General Contractor, Pavilion Construction that they will need additional time to complete the improvements past the stated deadline date.

**Request:**

Therefore, Silver Leaf Venture, LLC respectfully requests that a six-month extension be granted to the new date of September 15, 2022.

Thank you for your consideration on this matter and we are available to provide additional information upon request.

Sincerely,  
Isaacson & Arfman, Inc.

  
Fred C. Arfman, PE

Attachment: Recorded IIA

# City Of Albuquerque



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

October 15, 2021

**Nic Whitaker, VP**  
**Greystar Development Group, LP**  
1717 W. 6<sup>th</sup> Street Ste, 262  
Austin, TX 78703

Re: Notice of upcoming deadline for completion of improvements and City's intention to call Financial Guaranty – **Infrastructure Improvements Agreement, Procedure B**  
Project: **Overture Andaluca** Project No. **730880**  
**Financial Guaranty: Subdivision Bond SUR0065032 \$206,894.15**

**Dear Mr. Nic Whitaker:**

I am the Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by developers. As you are aware, **Greystar Development Group, LP** ("Developer") signed an **Infrastructure Improvements Agreement, Procedure B** ("Agreement") requiring the developer to construct certain infrastructure improvements by **December 15, 2021** ("Construction Deadline").

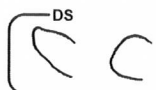
An extension to your Agreement may be available. Please contact Contract Specialist, Marion Velasquez, at 505-924-3977 or [mgvelasquez@cabq.gov](mailto:mgvelasquez@cabq.gov) within seven days, for (1) availability and whether the extension is required to be heard at the Development Review Board (DRB) in accordance with the Integrated Development Ordinance (IDO) and (2) to inform the City if you intend to extend the Agreement and related Financial Guaranty.

This letter provides notice to the Developer that if: (1) The project is not constructed and accepted by the City by the Construction Deadline; or (2) An extension is not obtained and the related extension Agreement and revised Financial Guaranty are not submitted by the Construction Deadline, the City will consider the Agreement to be in default and the City will prepare documents to call on the Financial Guaranty 30 days after the Construction Deadline and will hold the Developer and the Surety jointly and severally liable for 125% of the cost of completing the Improvements.

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

Very truly yours,

DocuSigned by:  
  
EEDB0CFD8A0443  
Kevin Morrow, Managing City Attorney



Nearest Major Streets: \_\_\_\_\_

No. of Lots: \_\_\_\_\_

**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT is made this (Date) March 10, 2021, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Greystar Development Group, LP ("Developer"), a Delaware Limited Partnership, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] whose email is nwhittaker@greystar.com, whose address is 1717 W. 6<sup>th</sup> Street, Ste. 262, Austin, TX, 78703 and whose telephone number is (512) 473-4221, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Tract 4, North Andalucia at La Luz, recorded on October 13, 2005, in Book 2005C, Page 342, as Document No. 2005152273 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Greystar Development Group, LP ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Overture Andalucia describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in Exhibit A, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the December 15, 2021 ("Construction Completion Deadline"), at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 730880.

Doc# 2021030742



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

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

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The



Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Surv-Tek, Inc., and construction surveying of the private Improvements shall be performed by Surv-Tek, Inc., If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Isaacson & Arfman, Inc. and inspection of the private Improvements shall be performed by Isaacson & Arfman, Inc., both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O.requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Subdivision Bond (SUR0065032)  
Amount: \$206,894.15  
Name of Financial Institution or Surety providing Guaranty: Argonaut Insurance Company  
Date City first able to call Guaranty (Construction Completion Deadline): December 15, 2021  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: February 15, 2022  
Additional information: \_\_\_\_\_  
\_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

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

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

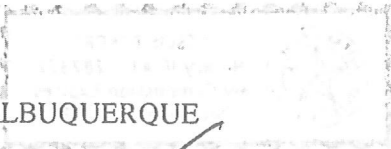
19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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



DEVELOPER: Greystar Development Group, LP

CITY OF ALBUQUERQUE

By [Signature]: [Handwritten Signature]  
Name [Print]: Nic Whittaker  
Title: VP  
Dated: 3/2/21

By: \_\_\_\_\_  
Shahab Biazar, P.E., City Engineer  
Dated: \_\_\_\_\_

**CITY OF ALBUQUERQUE:**

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

Date: 3/10/2021 | 10:55 AM MST

**CITY'S NOTARY**

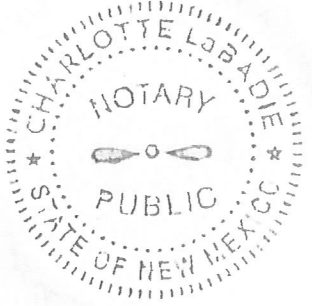
STATE OF NEW MEXICO            )  
  )ss.  
COUNTY OF BERNALILLO        )

This instrument was acknowledged before me on this 10<sup>th</sup> day of March, 2021,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on  
behalf of the municipal corporation.

(SEAL)

Charlotte LaBadei  
Notary Public

My Commission Expires: March 15, 2025



Current DRC

Project Number: NA

FIGURE 12

Date Submitted: 3/24/2021

Date Site Plan Approved:

Date Preliminary Plat Approved:

Date Preliminary Plat Expires:

DRB Project No.: 2019-003055

DRB Application No.:

INFRASTRUCTURE LIST

(Rev. 2-16-19)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Overture Andaluia Senior Housing

PROPOSED NAME OFSITE DEVELOPMENT PLAN

Tract 4, North Andaluia at La Luz

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	P.E. / City Crst Engineer
		8'	PCC Sidewalk	Coors Blvd.	So. Property Line	Mirandela St.	/	/
		6'	PCC Sidewalk	Mirandela St.	Coors Blvd.	Antequera Rd.	/	/
		6"	PCC Sidewalk	Antequera Rd.	Mirandela St.	So. Property Line	/	/
		24' - 30'	Entrances (2)	Antequera Rd.	SE corner & Mid-pt.		/	/
		10"	Prvt. Fire Line Connection with Valves	Antequera Rd.	Site Entrance		/	/
		4"	Water Service & Vault	Antequera Rd.	Site Entrance		/	/
		1"	Irrigation Service	Antequera Rd.	Site Entrance		/	/
		8' - 17'	Corten Steel Sheet Pile Rig. Wall	Coors Blvd ROW 20' offset east	SW Prop. Corner	extending 470' N.	/	/
							/	/

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		Approval of Creditable Items:	City User Dept. Signature	Date
							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.

- 1 The designated sidewalks are Site Plan controlled and will not be financially guaranteed.
- 2
- 3

**AGENT / OWNER**

Fred C. Arfman, PE  
 NAME (print)

ISAACSON & ARFMAN, INC.  
 FIRM

*Fred C. Arfman*  
 SIGNATURE - date  
 3/23/2021

**DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

*Maggie Gould*  
 DRB CHAIR - date  
 Apr 8, 2021

*Jeanne Wolfenbarger*  
 TRANSPORTATION DEVELOPMENT - date  
 Apr 8, 2021

*Blaine Carter*  
 UTILITY DEVELOPMENT - date  
 Apr 12, 2021

*Ernest Amijo*  
 CITY ENGINEER - date  
 Apr 8, 2021

*Cheryl Somers*  
 AMAFCA - date  
 Apr 9, 2021  
 Parks & Recreation - date

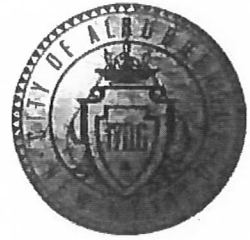
*Carl Garcia*  
 AMAFCA - date  
 Apr 8, 2021  
 Code Enforcement - date

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER



# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

January 5, 2021

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 730880 Overture Andalucia

Requested By: Doug Crewe

Approved Estimate Amount: \$ 128,438.40

Contingency Amount: 10.00% \$ 12,843.84

Subtotal: \$ 141,282.24

PO Box 1293

NMGRT: 7.875% \$ 11,125.98

Subtotal: \$ 152,408.22

Albuquerque

Engineering Fee: 6.60% \$ 10,058.94

NM 87103

Testing Fee: 2.00% \$ 3,048.16

Subtotal: \$ 165,515.32

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 206,894.15

APPROVAL:

Handwritten signature of James Noeller in black ink, written over a horizontal line.

DATE:

Handwritten date "Jan. 5, 2021" in black ink, written over a horizontal line.

Notes: Plans not yet approved

**FIGURE 16**

**SUBDIVISION BOND  
(PROCEDURE B)**

Bond No. [Surety's No:] SUR0065032

**SUBDIVISION IMPROVEMENTS BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of subdivider:] CRP-GREP Overture Andalucia Owner, L.L.C. ("Subdivider") a [state type of business entity, for instance, "New Mexico corporation", "general partnership", "joint venture", "individual", etc.] Limited Liability Company as "Principal", and [name of surety:] Argonaut Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois 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 penal sum of [written amount:] Two Hundred Six Thousand Eight Hundred Ninety Four and 15/100 Dollars, ([amount in figures:] \$ 206,894.15), 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 [name of subdivision:] Overture Andalucia ("Subdivision"), City Project No. 730880; and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

Off-site improvements; Tract 4, North Andalucia at La Luz ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between [name of Subdivider;] CRP-GREP Overture Andalucia Owner, L.L.C. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on March 15, 2011, as Document Number 2021030742, as amended by change orders or amendments to the agreement.

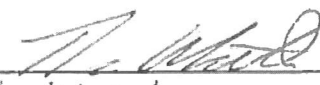
Bond No. [Surety's No:] SUR0065032

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] December 15, 2021. ("the Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

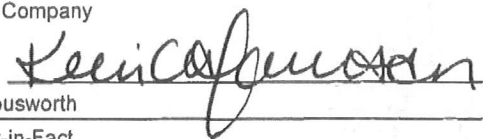
IN WITNESS WHEREOF, this bond has been executed 22nd day of February, 2021.

CRP-GREP Overture Andalucia Owner, L.L.C.

**SUBDIVIDER**

By [signature:]   
Name: Nick Winkler  
Title: VP  
Dated: 2/22/21

**SURETY**

Argonaut Insurance Company  
By [signature:]   
Name: Kelli E. Housworth  
Title: Attorney-in-Fact  
Dated: February 22, 2021

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

Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sheila J. Montoya, Angela R. Yanofsky, Shaleen R. Lovitt, John Browning, Justin Tomlin, Thomas McCoy Jr., Kelli E. Housworth, Susan J. Lattarulo

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00


This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

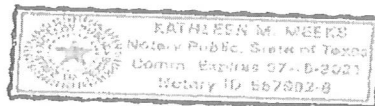
by: 

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.




  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of February, 2021.





James Bluzard, Vice President-Surety