



Effective 3/01/2022

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

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

APPLICATION INFORMATION		
Applicant/Owner: YES Housing, Inc. (Contact: Thaddeus Lucero)		Phone: (505) 923-9611
Address: 901 Pennsylvania Street NE		Email: tlucero@yeshousing.org
City: Albuquerque	State: NM	Zip: 87110
Professional/Agent (if any): Isaacson & Arfman, Inc. (Contact: 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:	List all owners: City of Albuquerque	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Tract B	Block:	Unit:
Subdivision/Addition: Calle Cuarta	MRGCD Map No.: 33	UPC Code: 101406027208540436
Zone Atlas Page(s): G-14	Existing Zoning: MX-M	Proposed Zoning: None
# of Existing Lots: 1	# of Proposed Lots: 21 Lots & 5 Tracts	Total Area of Site (Acres): 2.5306
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: 3510 7th Street NW	Between: Fitzgerald Rd NW	and: Fairfields Pl NW
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
PR-2020-003847; SD-2021-00219; SD-2021-00220; PS-2022-00087; SD-2022-00088		

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature: <i>Asa Nilsson-Weber</i>	Date: 10/11/22
Printed Name: Asa Nilsson-Weber	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

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

SKETCH PLAT REVIEW AND COMMENT

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A *Single* PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@caba.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 S2 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 describing, explaining, and justifying the request
- ___ Scale drawing of the proposed subdivision plat
- ___ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- A *Single* PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@caba.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 S2 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
- Proposed Final Plat
- Design elevations & cross sections of perimeter walls
- Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A *Single* PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@caba.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 S2 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 describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- ___ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- ___ 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
- ___ Sidewalk Exhibit and/or cross sections of proposed streets
- ___ Proposed Infrastructure List, if applicable
- ___ Required notice 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)
- ___ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- ___ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.

MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

Interpreter Needed for Hearing? _____ if yes, indicate language: _____

- ___ A *Single* PDF file of the complete application including all documents being submitted must be emailed to PLNDRS@caba.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 S2 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 describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- ___ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan
- ___ Infrastructure List, if applicable

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.



October 11, 2022

Ms. Jolene Wolfley
DRB Chair
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87103

**RE: PR-2020-003847 – Calle Cuarta Residential
Final Plat Application**

Dear Ms. Wolfley:

Isaacson & Arfman, acting as agents for YES Housing, the Developer of the above referenced project, is submitting an application for approval of final plat.

The infrastructure improvements and sidewalk deferral agreements have been signed and will be recorded this week.

If you have questions regarding this submittal, please email me at asaw@iacivil.com.

Thank you.

Sincerely,
ISAACSON & ARFMAN, INC.

Åsa Nilsson-Weber, P.E.

Attachments

FORM S: PRE-APPROVALS/SIGNATURES

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



Hydrology: (APPROVAL 05-10-22 - 614097)

- Grading and Drainage Plan Approved NA
- AMAFCA Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA
- MRGCD Approved NA

Ernest Armijo 6/6/2022
Hydrology Department Date

Transportation: (APPROVED TRAFFIC SCOPING FORM (12-01-2021))

- Traffic Circulations Layout (TCL) Approved NA
- Traffic Impact Study (TIS) Approved NA
- Neighborhood Impact Analysis (NIA) Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA

Jeanne Wolfenbarger 06/06/2022
Transportation Department Date

Albuquerque Bernalillo County Water Utility Authority (ABCWUA): (STATEMENT # 210845)

- Availability Statement/Serviceability Letter Approved NA
- ABCWUA Development Agreement Approved NA
- ABCWUA Service Connection Agreement Approved NA

ABCWUA Date

- Infrastructure Improvements Agreement (IIA*) Approved
- AGIS (DXF File) Approved
- Fire Marshall Signature on the plan Approved

- Signatures on Plat**
- Owner(s) Yes
 - City Surveyor Yes
 - AMAFCA** Yes NA
 - NM Gas** Yes
 - PNM** Yes
 - COMCAST** Yes
 - MRGCD** Yes NA

* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

** Signatures required for Final Plat application and not required for Preliminary Plat application

FORM S: PRE-APPROVALS/SIGNATURES

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

Hydrology: (APPROVAL 05-10-22 - 6140097)

- Grading and Drainage Plan Approved NA
- AMAFCA Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA
- MRGCD Approved NA

Hydrology Department

Date

Transportation: (APPROVED TRAFFIC SCORING FORM (12-01-2021))

- Traffic Circulations Layout (TCL) Approved NA
- Traffic Impact Study (TIS) Approved NA
- Neighborhood Impact Analysis (NIA) Approved NA
- Bernalillo County Approved NA
- NMDOT Approved NA

Transportation Department

Date

Albuquerque Bernalillo County Water Utility Authority (ABCWUA): (STATEMENT #210845)

- Availability Statement/Serviceability Letter Approved NA
- ABCWUA Development Agreement Approved NA
- ABCWUA Service Connection Agreement Approved NA

Edwin Bergeron
ABCWUA

6/6/2022
Date

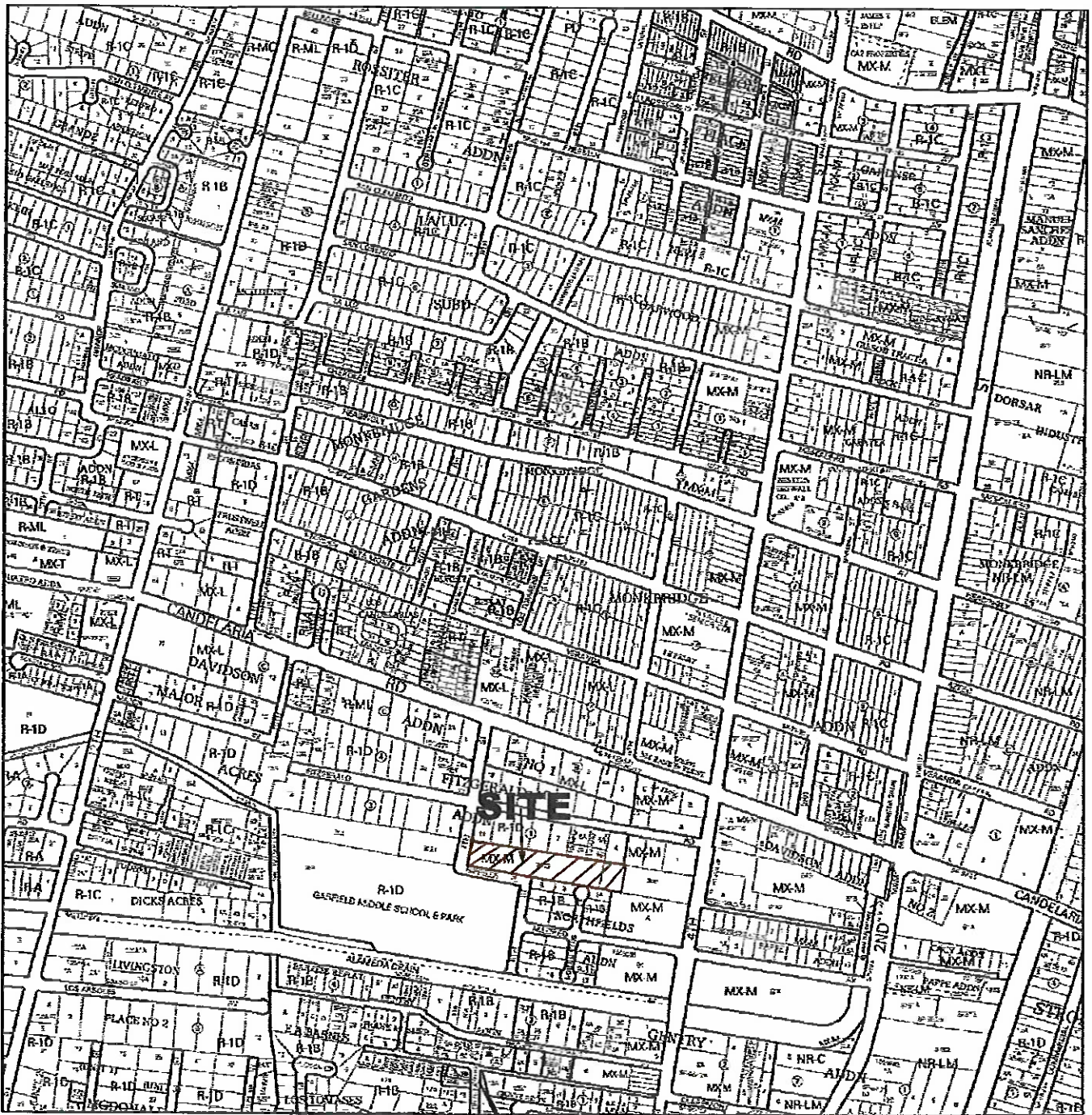
- Infrastructure Improvements Agreement (IIA*) Approved
- AGIS (DXF File) Approved
- Fire Marshall Signature on the plan Approved

Signatures on Plat

- Owner(s) Yes
- City Surveyor Yes
- AMAFCA** Yes NA
- NM Gas** Yes
- PNM** Yes
- COMCAST** Yes
- MRGCD** Yes NA

* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)


** Signatures required for Final Plat application and not required for Preliminary Plat application



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

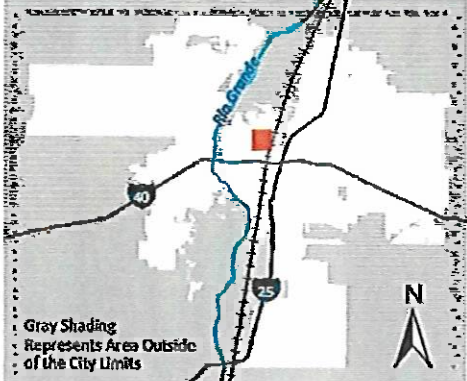
IDO Zone Atlas

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:
G-14-Z

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

0 250 500 1,000 Feet

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Calle Cuarta Subdivision
Project Number: 709582

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and YES Housing, Inc. ("Developer"), a New Mexico Non-Profit Corporation, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is mdenbleyker@yeshousing.org, whose address is 901 Pennsylvania Street NE (Street or PO Box) Albuquerque (City, State), NM (Zip Code) 87110 and whose telephone number is (505) 254-1373, 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 B, Calle Cuarta
recorded on 04/27/2022, attached, pages 1 through 4, as Document No. 2022041293 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:] _____ ("Owner").
City of Albuquerque

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Lots 1 thru 21, Calle Cuarta Residential describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development



Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as “Deferred” and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer.

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

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

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

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

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

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

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

C. The Developer must procure a New Mexico licensed Contractor to construct the

improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by _____ TBD _____, and construction surveying of the private Improvements shall be performed by _____ TBD _____. 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 _____ TBD _____, and field testing of the private Improvements shall be performed by _____ TBD _____ 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: Bond No. [Surety's No:] NNM2250
Amount: \$837,696.09
Name of Financial Institution or Surety providing Guaranty:
Merchants National Bonding, Inc.
Date City first able to call Guaranty (Construction Completion Deadline):
July 13, 2024
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is: N/A
Additional information: _____

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

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

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the

Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

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

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

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

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

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

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

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

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the

specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

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

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

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

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

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

19. Construction and Severability. If any part of this Agreement is held to be invalid or

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

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

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

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

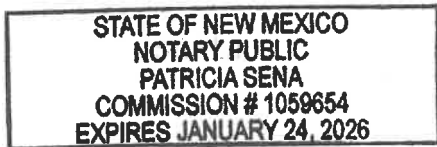
DEVELOPER: YES Housing, Inc.

By [Signature]: Michelle Den Bleeker
Name [Print]: Michelle Den Bleeker
Title: SVP of Real Estate Development
Dated: 09/21/2022

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 21st day of September, 2022, by
[name of person:] Michelle Den Bleeker, [title or capacity, for instance,
"President" or "Owner":] SVP of Real Estate Development of
[Developer:] YES Housing, Inc.



Patricia Sena
Notary Public

My Commission Expires: 1/24/2026




City of Albuquerque
Department of Family and Community Services
Carol M. Pierce, Director

Timothy M. Keller, Mayor

Interoffice Memorandum

June 25, 2021

TO: Brennon Williams, Planning Department Director

FROM: Carol Pierce, DFCS Director 

SUBJECT: YES Housing Authorized by DFCS for Site Development Plan for Building Permits at 3525 4th Street NW

The Department of Family and Community Services (DFCS) released a Request for Proposals (RFP-DFCS-CD-AHD-20-03-BROWN), to redevelop the City-owned property located at 3525 4th Street NW (Tracts numbered 90B2 & 90C MRGCD Map 33 and Lots 1, 2, & 3, Block 1 of REPLAT OF FITZGERALD ADDITION, Bernalillo County, New Mexico). The parcels on the Project Site are currently zoned R-1A and MX-M.

The successful project titled Calle Cuarta, was submitted by YES Housing, Inc., which intends to provide the new construction of a 60-unit, multi-family housing development for residents at or below 80% Area Median Income. In addition, there will also be 4 live/work units and 6 units of ground level retail, 8 patio homes and 11 townhomes.

DFCS is currently preparing Council legislation for approval of the Calle Cuarta Development Agreement. In the meantime, DFCS authorizes YES Housing, Inc. and its agents to act on behalf of the City with regards to submitting any applications to the City's Environmental Planning Commission (EPC), for any zone map amendments necessary in the application for a Site Development Plan for any Building Permits on the subject property.

Should you or your staff have any questions regarding the Calle Cuarta project, please feel free to contact Rick Giron, Community Services Project Manager at (505) 768-2968 or rickgiron@cabq.gov.

Thank you for your cooperation.



FINANCIAL GUARANTY AMOUNT

September 8, 2022

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

Project Description:

Project ID #: 709582 Calle Cuarta

Requested By: Åsa Weber

Approved Estimate Amount: \$ 572,702.87

Contingency Amount: 0.00% \$ -

Subtotal: \$ 572,702.87

PO Box 1293

NMGRT: 7.750% \$ 44,384.47

Subtotal: \$ 617,087.34

Albuquerque

Engineering Fee: 6.60% \$ 40,727.76

NM 87103

Testing Fee: 2.00% \$ 12,341.75

Subtotal: \$ 670,156.85

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 837,696.09

APPROVAL:

A handwritten signature in blue ink, appearing to read "J. Hernandez", written over a horizontal line.

DATE:

A handwritten date in blue ink, "Sept. 8, 2022", written over a horizontal line.

Notes: Plans are substantially approved.

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Executed One (1) Original Bond

Bond No. [Surety's No:] NNM2250

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] YES Housing, Inc. ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] New Mexico Non-Profit Corporation as "Principal", and [name of surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] Eight Hundred Thirty Seven Thousand Six Hundred Ninety Six and 09/100 Dollars, ([amount in figures:] \$ 837,696.09), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Tract B; Calle Cuarta Subdivision ("Developer's Property"), City Project No. 709582; and

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

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

I.I.A. Procedure B with FG; Lots 1 thru 21, Calle Cuarta Residential
Infrastructure, Waterline, General Items, and Street Lights

("Improvements")

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

Bond No. [surety's No:] NNM2250

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] July 13, 20 24 ("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 September, 20 22.

DEVELOPER

YES Housing, Inc.

By [signature:]

Name: MICHELLE DENBLEYER

Title: SR VICE PRESIDENT, REAL ESTATE DEVELOPMENT

Dated: September 22, 2022

SURETY

Merchants National Bonding, Inc.

By [signature:]

Name: David C. Mitchie

Title: Attorney-In-Fact

Dated: September 22, 2022

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

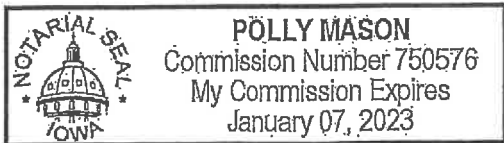


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

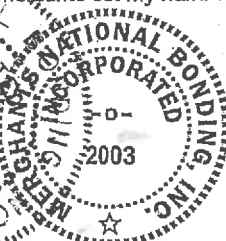


Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of September, 2022.



William Warner Jr.
Secretary

Current DRC
Project Number:

FIGURE 12

Date Submitted: 6/3/2022

Date Site Plan Approved:

Date Preliminary Plat Approved:

Date Preliminary Plat Expires:

DRB Project No.: PR-2020-003847

DRB Application No.: SD-2022-000885

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

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

Calle Cuarta Subdivision

PROPOSED NAME OF PLAT

TRACT B, CALLE CUARTA

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 guarantees. 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	City Crst Engineer
		28' FF	PAVING Residential Paving (Private)	Calle Cuarta	7th St.	Tr. A, Calle Cuarta	/	/
		Mountable	Curb & Gutter (*) (Private)	Calle Cuarta (both sides)	7th St.	Tr. A, Calle Cuarta	/	/
		5'	PCC Sidewalk (" & ") (Private)	Calle Cuarta (south side)	7th St.	6th St.	/	/
		5'	PCC Sidewalk (Private)	Calle Cuarta (HOA Tr. D) (north side)	East PL- Lot 21	Tr. A, Calle Cuarta	/	/
		8'	Trail (stabilized gravel)	Calle Cuarta (south side)	6th St.	Tr. A, Calle Cuarta	/	/
		Std	COA Traffic Signage	7th St & Fairfield Pl, Fairfield Pl. & 6th St.	at the beginnings of the 90° turns		/	/
							/	/
							/	/
							/	/
							/	/

1 of 3

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location		Construction Certification			
				From	To	Inspector	Private P.E.	City Crst Engineer	
		3'	STORM DRAINAGE PCC Dmg. Rundown	Tract D	20" Turnaround	Pond Bottom	/	/	/
		4'	PCC Dmg. Channel	Tr. A, Calle Cuarta	Tr. D - NE Corner	Fitzgerald Road	/	/	/
							/	/	/
			UTILITIES				/	/	/
		8"	Public Sanitary Sewer	Calle Cuarta	7th St.	Lot 9	/	/	/
		8"	Public Sanitary Sewer	Calle Cuarta	Lot 10	4th St.	/	/	/
		8"	Public Water	Calle Cuarta & Tract A	7th St.	Fitzgerald Rd.	/	/	/
							/	/	/
							/	/	/
							/	/	/
			MISCELLANEOUS				/	/	/
							/	/	/
		Std.	***Street Light	Calle Cuarta	at 7th St. Intersection		/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

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	
							Inspector	City Crst Engineer
							/	/
							/	/

Approval of Creditable Items:

Impact Fee Administrator Signature _____ Date _____ City User Dept. Signature _____ Date _____

NOTES

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

Street lights per City requirements.

* Intersection at 7th St. to include PCC Curb, Valley Gutter and ADA Ramps (north & south)

** Sidewalks to be deferred

Water infrastructure include valves, fittings, fire hydrants and appurtenances

Sanitary Sewer infrastructure includes manholes and services

Grading & Drainage certification required for release of SIA & Financial Guarantee

***Street Light to include light pole, foundations, transformer (if required), pull boxes, conduit and wiring - Actual number of street lights to be determined DRB based on final design.

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

AGENT / OWNER

Fred C. Artman, PE

NAME (print)

ISAACSON & ARFMAN, INC.

FIRM

07-13-22

SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Jul 13, 2022

DRB CHAIR - date

Ernest Oromija

TRANSPORTATION DEVELOPMENT - date

Blaine Carter

Blaine Carter Jul 13, 2022 11:19 MDT

UTILITY DEVELOPMENT - date

Shahab Biagar

Jul 13, 2022

CITY ENGINEER - date

Jul 13, 2022

PARKS & RECREATION - date

Angie Metzger

Jul 13, 2022

CODE ENFORCEMENT - date

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT / OWNER

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 709582

THIS AGREEMENT is made this (Date) October 3rd, 2022, 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 YES Housing, Inc. ("Developer"), a New Mexico, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] Non-Profit Corporation, whose email is mdenbleyker@yeshousing.org, whose address is 901 Pennsylvania Street NE (City) Albuquerque, (State) NM (Zip Code) 87110 and whose telephone number is (505) 254-1373, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Tract B, Calle Cuarta recorded on (Date) April 27, 2022, in Book 2022C, pages 1 through 4, as Document No. 2022041293 in the records of Bernalillo County Clerk, State of New Mexico ("Developer's Property"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) final plat, to be identified as (state name of plat:) Lots 1 thru 21, Calle Cuarta Residential; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Developer's Property until after construction of other required infrastructure; and

WHEREAS, the City requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Infrastructure Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in the event the Developer does not complete the construction as required.



THEREFORE, the City and the Developer agree:

1. A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached **Exhibit "A,"** which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by July 13, 2026 ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Infrastructure Improvements Agreement, the Developer may request an extension from the Design Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Infrastructure Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Infrastructure Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Developer's Property, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Integrated Development Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: Bond No. [Surety's No.] NNM2251
Amount: \$ 11,537.09
Name of Financial Institution or Surety providing Guaranty:
Merchants National Bonding, Inc.
Date City first able to call Guaranty (Construction Completion Deadline):
July 13, 2026
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: N/A
Additional information: _____

3. Notice of Start of Construction. Before construction begins, the Developer's contractor shall obtain all necessary Excavation and Barricading permits.

4. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and this Sidewalk Deferral Agreement.

5. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Deferral Agreement. Conveyance may be by dedication on the final plat of the Developer's Property.

6. 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.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer 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 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 posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when 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.

9. Payment for Incomplete Improvements. If the Developer 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 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 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 the Financial Guaranty.

10. 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 its heirs, successors and assigns.

11. 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 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. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

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

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

DEVELOPER: YES Housing, Inc.

By [signature]: Michelle DenBlenker
Name [print]: Michelle DenBlenker
Title: SVP of Real Estate Development
Dated: 09/21/2022

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on 21st day of September, 2022 by
(name of person:) Michelle DenBlenker, (title or capacity, for instance, "President" or
"Owner":) SVP of Real Estate Development of
(Developer:) YES Housing, Inc.

STATE OF NEW MEXICO
NOTARY PUBLIC
PATRICIA SENA
COMMISSION # 1059654
EXPIRES JANUARY 24, 2026

Patricia Sena
Notary Public

My Commission Expires: 11/24/2024



FINANCIAL GUARANTY AMOUNT

September 8, 2022

Type of Estimate: **Sidewalk Deferral**

Project Description:

Project ID #: **709582 Calle Cuarta Subdivision**

Requested By: **Åsa Weber**

Approved Estimate Amount: \$ **8,565.82**

NMGRT: **7.750%** \$ **663.85**

Subtotal: \$ **9,229.67**

PO Box 1293

125% FINANCIAL GUARANTY RATE: **1.25**

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 11,537.09

Albuquerque

NM 87103

APPROVAL:

A handwritten signature in blue ink, appearing to read "Aasa Weber", written over a horizontal line.

DATE:

A handwritten date in blue ink, "Sept 8, 2022", written over a horizontal line.

www.cabq.gov

Notes: Deferred Sidewalks

Bond No. [surety's No:] NNM2251

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] July 13, 20 26 ("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 September, 20 22.

DEVELOPER

YES Housing, Inc.

By [signature:]

Name: Michelle DenBleyker

Title: SR VICE PRESIDENT, REAL ESTATE DEVELOPMENT

Dated: September 22, 2022

SURETY



Merchants National Bonding, Inc.

By [signature:]

Name: David C. Mitchie

Title: Attorney-In-Fact

Dated: September 22, 2022

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



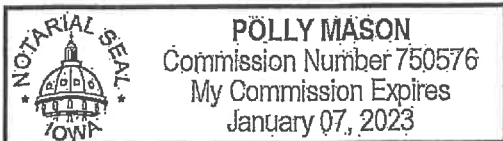
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of September, 2022.



William Warner Jr.
Secretary

Current DRC
Project Number:

FIGURE 12

Date Submitted: 6/3/2022

Date Site Plan Approved:

Date Preliminary Plat Approved:

INFRASTRUCTURE LIST

(Rev. 2-15-18)

Date Preliminary Plat Expires:

EXHIBIT "A"

DRB Project No.: PR-2020-003847

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DRB Application No.: SD-2022-000688

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

Calle Cuarta Subdivision

PROPOSED NAME OF PLAT

TRACT B, CALLE CUARTA

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	City Crst Engineer
		28' FF	PAVING Residential Paving (Private)	Calle Cuarta	7th St.	Tr. A, Calle Cuarta	/	/
		Mountable	Curb & Gutter (*) (Private)	Calle Cuarta (both sides)	7th St.	Tr. A, Calle Cuarta	/	/
		5'	PCC Sidewalk (* & **) (Private)	Calle Cuarta (south side)	7th St.	6th St.	/	/
		5'	PCC Sidewalk (Private)	Calle Cuarta (HOA Tr. D) (north side)	East Pl.- Lot 21	Tr. A, Calle Cuarta	/	/
		8'	Trail (stabilized gravel)	Calle Cuarta (south side)	6th St.	Tr. A, Calle Cuarta	/	/
		Std.	COA Traffic Signage	7th St & Fairfield Pl, Fairfield Pl & 6th St.	at the beginnings of the 90° turns		/	/
							/	/
							/	/
							/	/

1 of 3

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	P.E. / 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.

* Intersection at 7th St. to include PCC Filelets, Valley Gutter and ADA Ramps (north & south)

** Sidewalks to be deferred

Water infrastructure include valves, fittings, fire hydrants and appurtenances

Sanitary Sewer infrastructure includes manholes and services

Grading & Drainage certification required for release of SIA & Financial Guarantees

***Street Light to include light pole, foundations, transformer (if required), pull boxes, conduit and wiring. Actual number of street lights to be determined at DRC based on final design.

AGENT / OWNER

Fred C. Arfman, PE

NAME (print)

ISAACSON & ARFMAN, INC.

FIRM

Fred C. Arfman 07-13-22
 SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Julie
 DRB CHAIR - date
 Ernest Armijo
 Jul 13, 2022

Cheryl Long
 PARKS & RECREATION - date
 Jul 13, 2022

TRANSPORTATION DEVELOPMENT - date
 Blaine Carter
 Alabama Certified July 13, 2022 11:19 MDT
 Jul 13, 2022

AMAFCA - date
 Angela Metzger
 CODE ENFORCEMENT - date
 Jul 13, 2022

UTILITY DEVELOPMENT - date
 Shahab Biagar
 CITY ENGINEER - date
 Jul 13, 2022

_____ - date

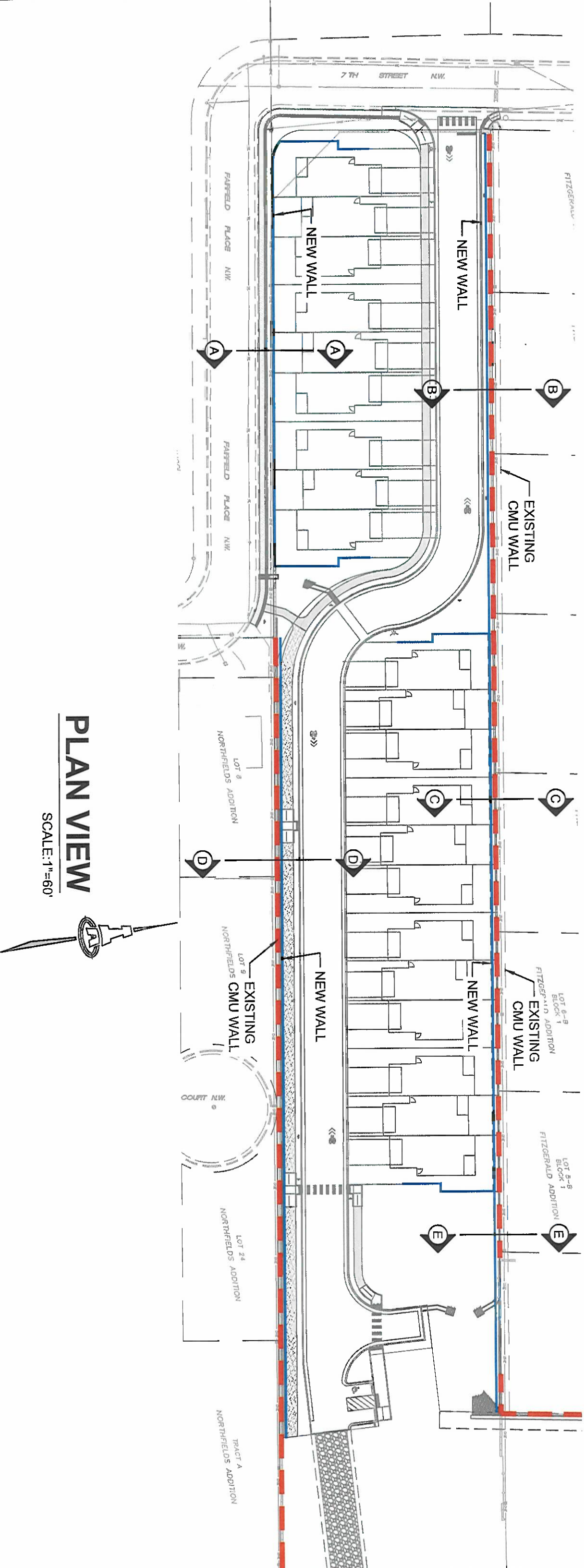
DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

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

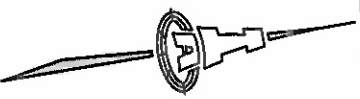
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Product	Name	Extended
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	Document #	2022090797
	# Of Entries	0
AGRE	Agreement	\$25.00
	# Pages	13
	Document #	2022090798
	# Of Entries	0
Total		\$50.00

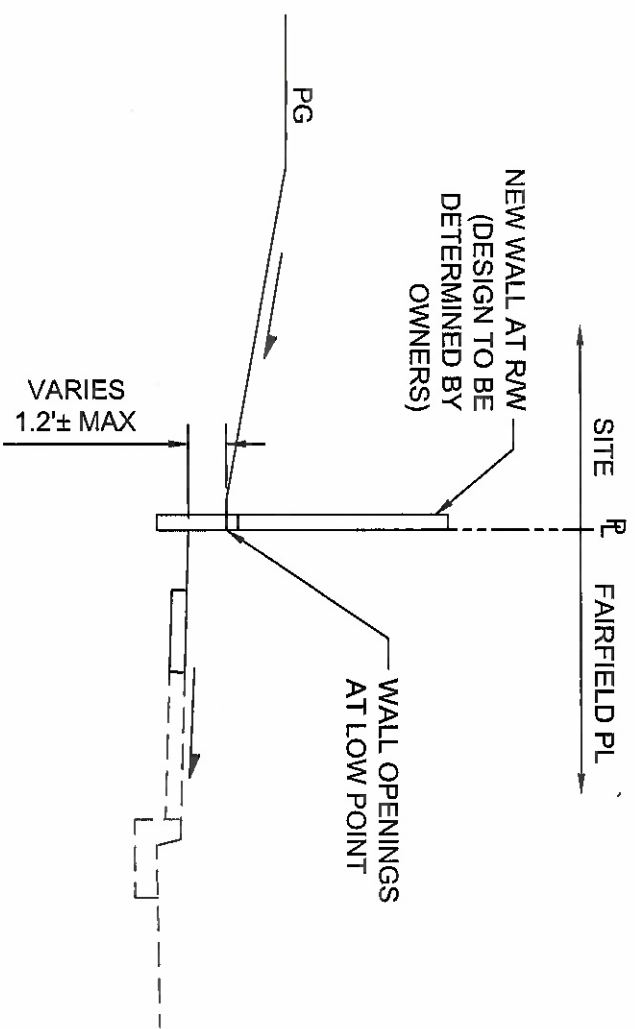


PLAN VIEW

SCALE: 1"=60'

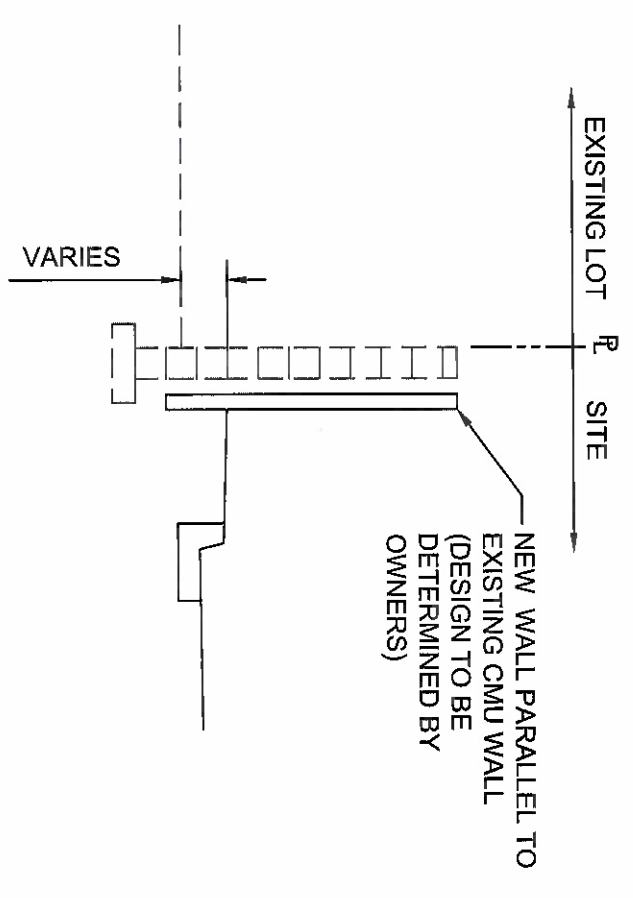


PERIMETER WALL EXHIBIT
CALLE CUARTA



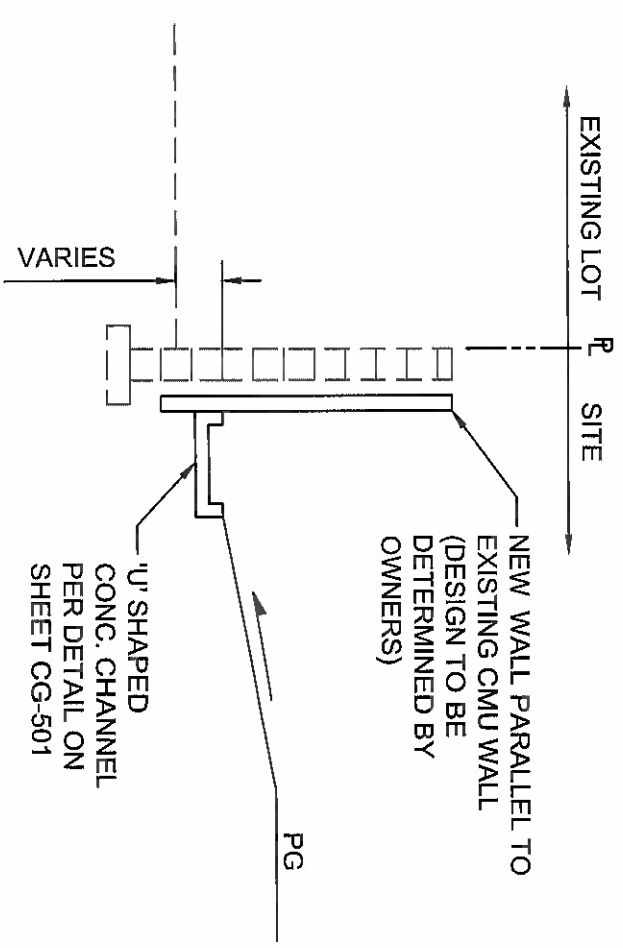
SECTION A-A

SCALE: N.T.S.



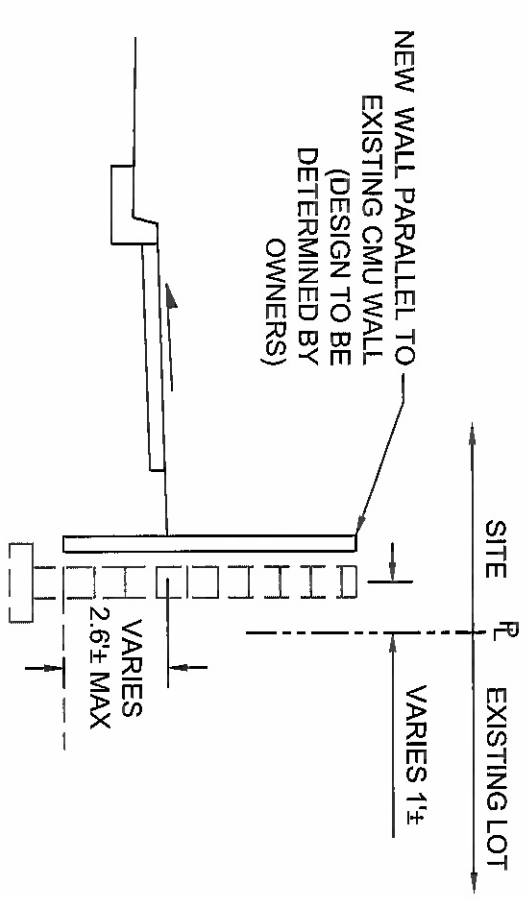
SECTION B-B

SCALE: N.T.S.



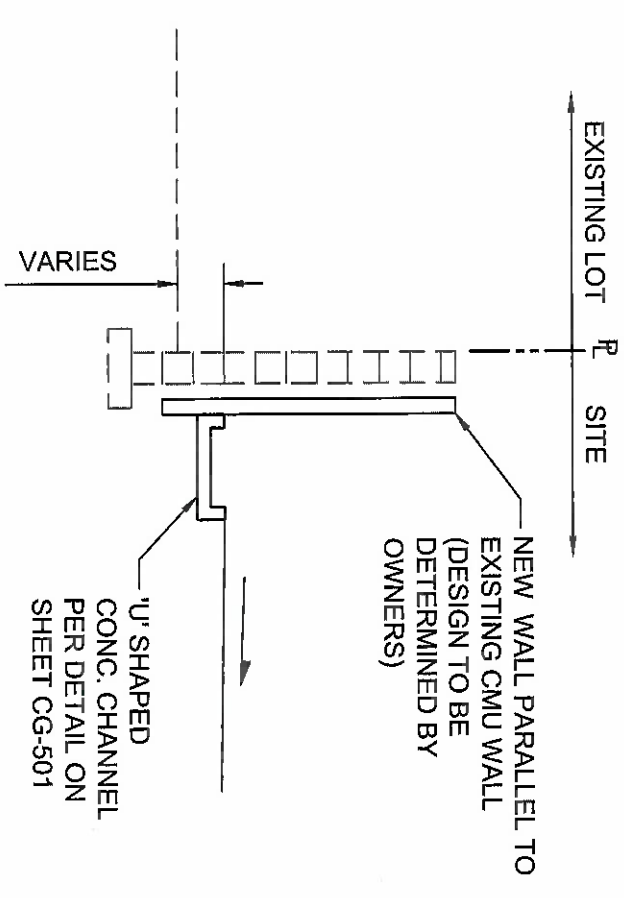
SECTION C-C

SCALE: N.T.S.



SECTION D-D

SCALE: N.T.S.



SECTION E-E

SCALE: N.T.S.