



Effective 11/16/2023

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

MISCELLANEOUS APPLICATIONS		<input checked="" type="checkbox"/> Extension of Infrastructure List or IIA (Form S3)
<input type="checkbox"/> Site Plan Administrative DFT (Forms SP & P2)	PRE-APPLICATIONS	
<input type="checkbox"/> Final EPC Sign-off for Master Development/Site Plans - EPC (Form P2)	<input type="checkbox"/> Sketch Plat Review and Comment (Form S3)	
<input type="checkbox"/> Infrastructure List or Amendment to Infrastructure List (Form S3)	<input type="checkbox"/> Sketch Plan Review and Comment (Form S3)	
<input type="checkbox"/> Temporary Deferral of SW (Form S3)	APPEAL	
<input type="checkbox"/> Extension of IIA: Temp. Def. of SW (Form S3)	<input type="checkbox"/> Decision of Site Plan Administrative DFT (Form A)	
BRIEF DESCRIPTION OF REQUEST		
See Attached		
APPLICATION INFORMATION		
Applicant/Owner: The Trails, LLC		Phone: 702-376-5287
Address: 8275 S Eastern Ave Ste 200-298		Email: JMurtagh@wcinm.com
City: Henderson	State: NV	Zip: 89123
Professional/Agent (if any): N/A		Phone:
Address:		Email:
City:	State:	Zip:
Proprietary Interest in Site:	List <u>all</u> owners:	
SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.:	Block:	Unit:
Subdivision/Addition:	MRGCD Map No.:	UPC Code: See Attached
Zone Atlas Page(s): See Attached	Existing Zoning: MX-M & MX-T	Proposed Zoning N/A
# of Existing Lots: N/A	# of Proposed Lots: N/A	Total Area of Site (Acres): 14.8226
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: Universe Blvd NW	Between: Woodmont Blvd	and: Avenida de Jamito
CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)		
See Attached		
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: 8/21/24	
Printed Name: John Murtagh	<input checked="" type="checkbox"/> Applicant or <input type="checkbox"/> Agent	

FORM S3: ADMINISTRATIVE APPLICATIONS – Development Facilitation Team (DFT) as of 12/25/2022 **AMENDMENT TO INFRASTRUCTURE LIST**

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

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Proposed Amended Infrastructure List
- ___ 6) Original Infrastructure List

 TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) A scale drawing showing the location of the deferred sidewalk with appropriate dimensions

 EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

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

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled

- ___ 4) Letter of authorization from the property owner if application is submitted by an agent
- ___ 5) Letter describing, explaining, and justifying the deferral or extension
- ___ 6) Drawing showing the sidewalks subject to the proposed deferral or extension

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

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

- 1) DFT Application form completed, signed, and dated
- 2) Form S3 with all the submittal items checked/marked
- 3) Zone Atlas map with the entire site clearly outlined and labeled
- 4) Letter of authorization from the property owner if application is submitted by an agent
- 5) Letter describing, explaining, and justifying the request per IDO Section 14-16-6-4(X)(4)
- 6) Preliminary Plat or Site Plan
- 7) Copy of DRB approved Infrastructure List
- 8) Copy of recorded IIA

SKETCH PLAT OR SKETCH PLAN REVIEW AND COMMENT

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

- ___ 1) DFT Application form completed, signed, and dated
- ___ 2) Form S3 with all the submittal items checked/marked
- ___ 3) Zone Atlas map with the entire site clearly outlined and labeled
- ___ 5) Letter describing, explaining, and justifying the request
- ___ 6) Scale drawing of the proposed subdivision plat or Site Plan
- ___ 7) Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

Brief Description of Request

When we first posted the \$598K bond in 2008, the City master plan called for a four-lane divided street for Universe Blvd, and the bond reflected this improvement, with the bond covering the two northbound lanes (see attached initial SIA and Engineer's Estimate – Exhibit A). The bond also covered the import of fill along the southerly Paseo del Norte Right of Way. The PND fill was placed shortly after the bond was initially issued. Since 2008, Universe Blvd was downgraded to a 2-lane street. Half of the Universe Blvd costs were incurred, bonded, and installed on our current Sonata project, (Project #761284 – See Attached – Exhibit B) and the only remaining work that is covered by the existing bond will be the widening the existing northbound street (about 1,150 LF – Exhibit C) and the required concrete, striping, etc..

We request that the existing bond be extended and have the existing bond replaced with a new performance bond when Sonata 2 (The Trails Unit 4 Tracts 3A and 4) finalizes its map in 2025. If that is not acceptable, we will go in for a bond reduction now with updated current cost estimates for the remaining work. (See preliminary site plan for Sonata 2, attached – Exhibit C)

Site Information

Parcel #: 101006403529820152 – The Trails Unit 4 Tract 3A

Parcel #: 101006401722630106 – The Trails Unit 4 Tract 4

Case History

See “Brief Description of Request” above.

FINANCIAL GUARANTY AMOUNT

09/05/2008

Type of Estimate: Special Agreement w/F.G.

Project Description:

Project ID #: 761282, Trails Unit 4, Phase/Unit #: 1 **AND PORTIONS OF UNIT 3A**

Requested By: Rick Beltramo with Longford Homes

Approved estimate amount:		\$375,615.00
Contingency Amount:	10.00%	\$37,561.50
Subtotal:		\$413,176.50
NMGRT	6.75%	\$27,889.41
Subtotal:		\$441,065.91
Engineering Fee	6.60%	\$29,110.35
Testing Fee	2.00%	\$8,821.32
Subtotal:		\$478,997.58
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		\$598,746.98

APPROVAL:

DATE:

J Woodall

9-5-08

Notes: The Trails Unit 4 PID FG request **AND PORTIONS OF UNIT 3A**

FINANCIAL GUARANTY AMOUNT

11/10/2008

Type of Estimate: Special Agreement w/F.G.

Project Description:

Project ID #: 761282, Trails Unit 4, Phase/Unit #: 1

Requested By: **Rick Beltramo with Longford Homes**

Approved estimate amount:		\$68,953.79
Contingency Amount:	0.00%	\$.00
Subtotal:		\$68,953.79
NMGRT	6.75%	\$4,654.38
Subtotal:		\$73,608.17
Engineering Fee	6.60%	\$4,858.14
Testing Fee	2.00%	\$1,472.16
Subtotal:		\$79,938.47
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$99,923.09</u>

APPROVAL:

DATE:

A Woodall

11-10-08

Notes: Unit 4 and portion of 3a, PID FG request Unit3a, Plans approved with CPN: 730080

FINANCIAL GUARANTY AMOUNT

11/10/2008

Type of Estimate: Special Agreement w/F.G.

Project Description:

Project ID #: 761282, Trails Unit 4, Phase/Unit #: 1

Requested By: **Rick Beltramo With Longford Homes**

Approved estimate amount:		\$312,929.76
Contingency Amount:	10.00%	\$31,292.97
Subtotal:		\$344,222.74
NMGRT	6.75%	\$23,235.03
Subtotal:		\$367,457.77
Engineering Fee	6.60%	\$24,252.21
Testing Fee	2.00%	\$7,349.15
Subtotal:		\$399,059.11
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$498,823.89</u>

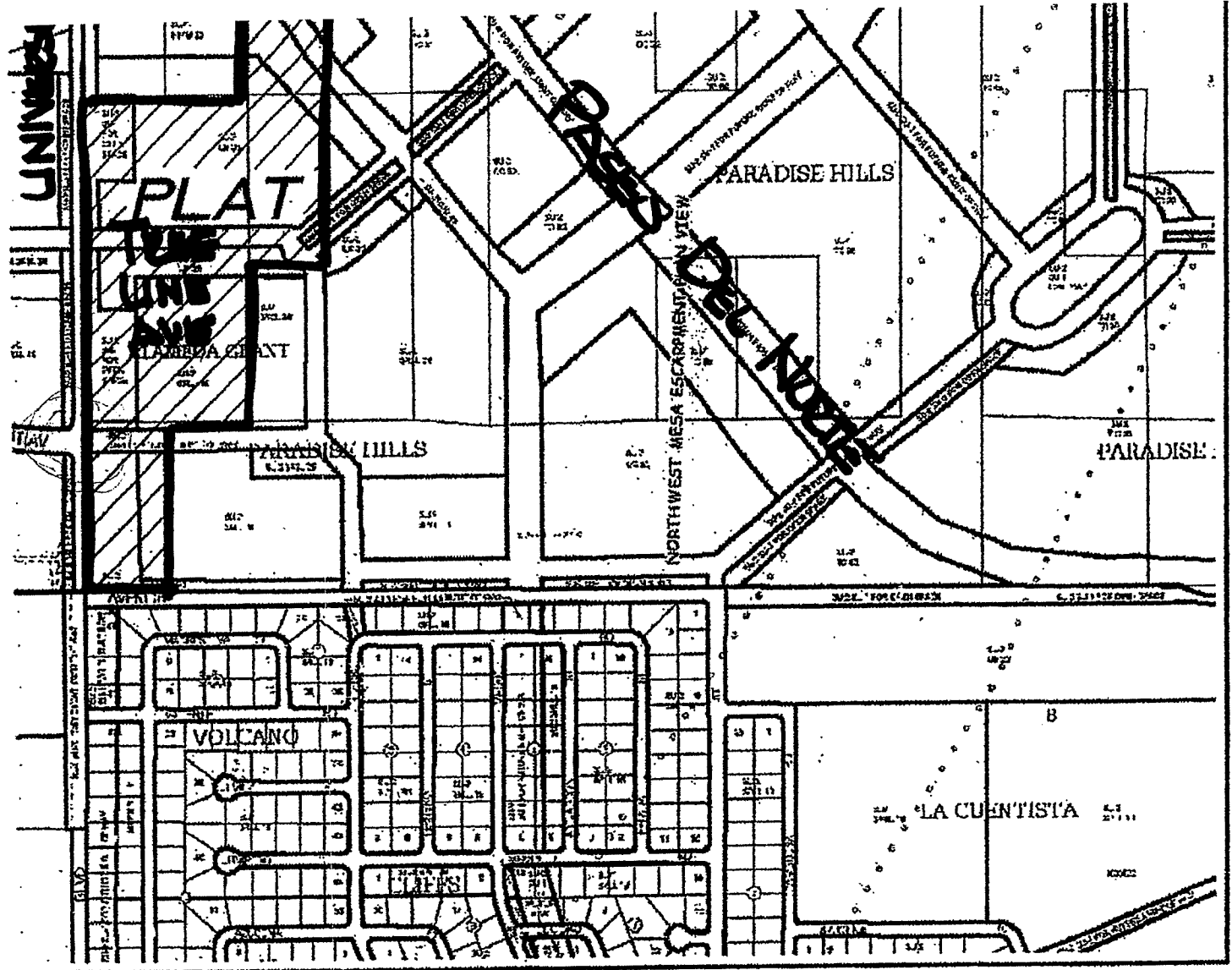
APPROVAL:

DATE:

A Woodall

11-10-08

Notes: Unit4 and portions 3a PID FG request Unit 4, 10% contingency, Plans have not been approved

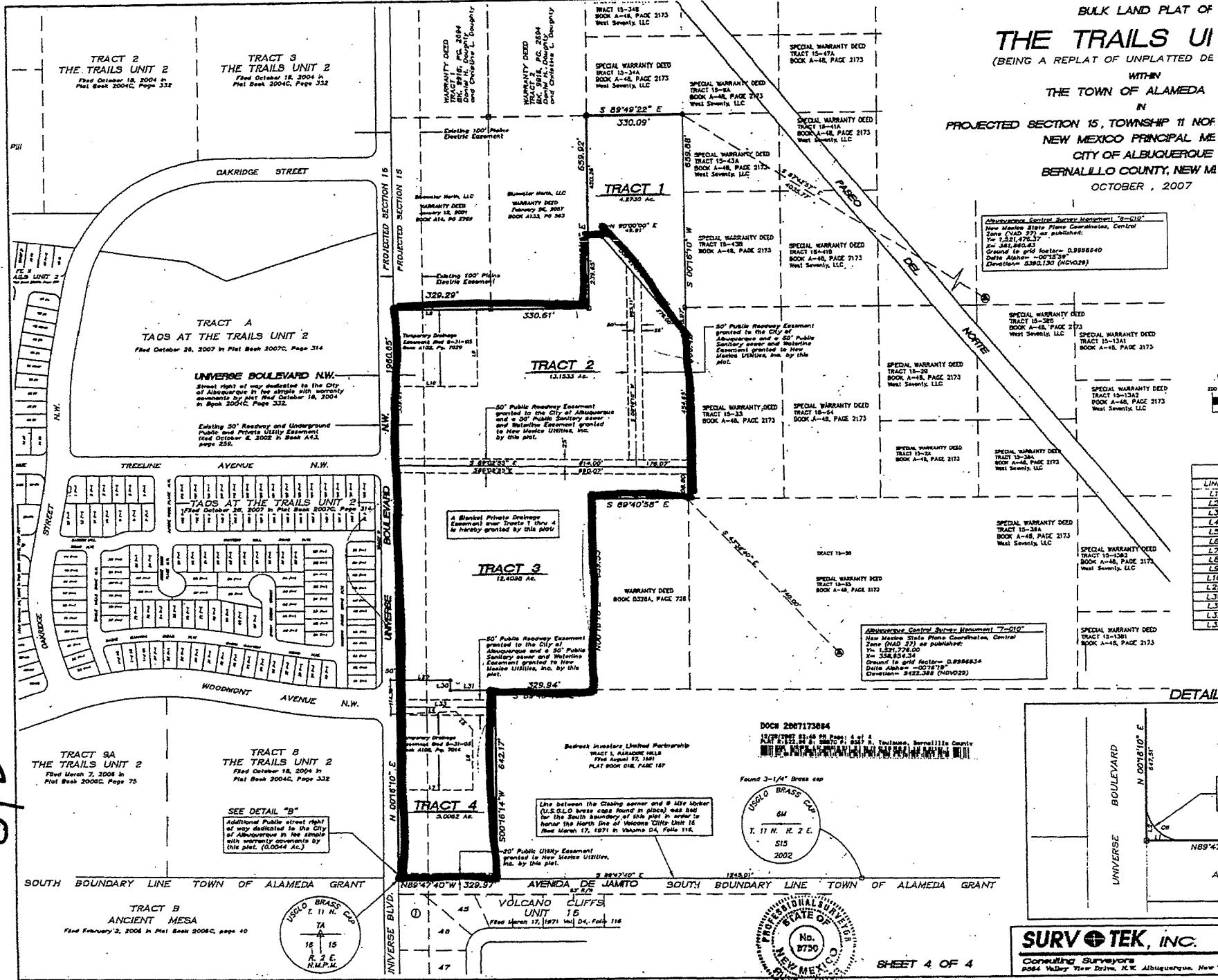


VICINITY MAP
Not To Scale

ZONE ATLAS C-10
THE TRAILS, UNIT 4

EXHIBIT A 1/8

BULK LAND PLAT OF
THE TRAILS UNIT
 (BEING A REPLAT OF UNPLATTED DE
 WITHIN
 THE TOWN OF ALAMEDA
 IN
 PROJECTED SECTION 15, TOWNSHIP 11 N OF
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 OCTOBER, 2007



Albuquerque Control Survey Monument 6-510
 New Mexico State Plane Coordinate, Central
 Zone (NAD 83) as published:
 Y= 3221,470.57
 X= 341,880.43
 Ground to grid factor= 0.9999940
 Date of Adm= 02/15/88
 Elevation= 5390.730 (NGVD29)

SPECIAL WARRANTY DEED
 TRACT 15-383
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-382
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-381
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-380
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-379
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-378
 BOOK A-48, PAGE 2173
 West Seventy, LLC

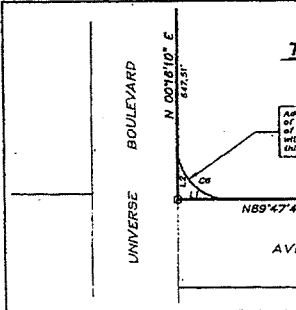
SPECIAL WARRANTY DEED
 TRACT 15-377
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-376
 BOOK A-48, PAGE 2173
 West Seventy, LLC

SPECIAL WARRANTY DEED
 TRACT 15-375
 BOOK A-48, PAGE 2173
 West Seventy, LLC

- LINE
- L1
- L2
- L3
- L4
- L5
- L6
- L7
- L8
- L9
- L10
- L20
- L30
- L31
- L32
- L33

DETAIL



218

SOUTH BOUNDARY LINE TOWN OF ALAMEDA GRANT

AVENIDA DE JAMITO SOUTH BOUNDARY LINE TOWN OF ALAMEDA GRANT

TRACT B
 ANCIENT MESA
 Filed February 2, 2006 in Plat Book 2006C, page 40



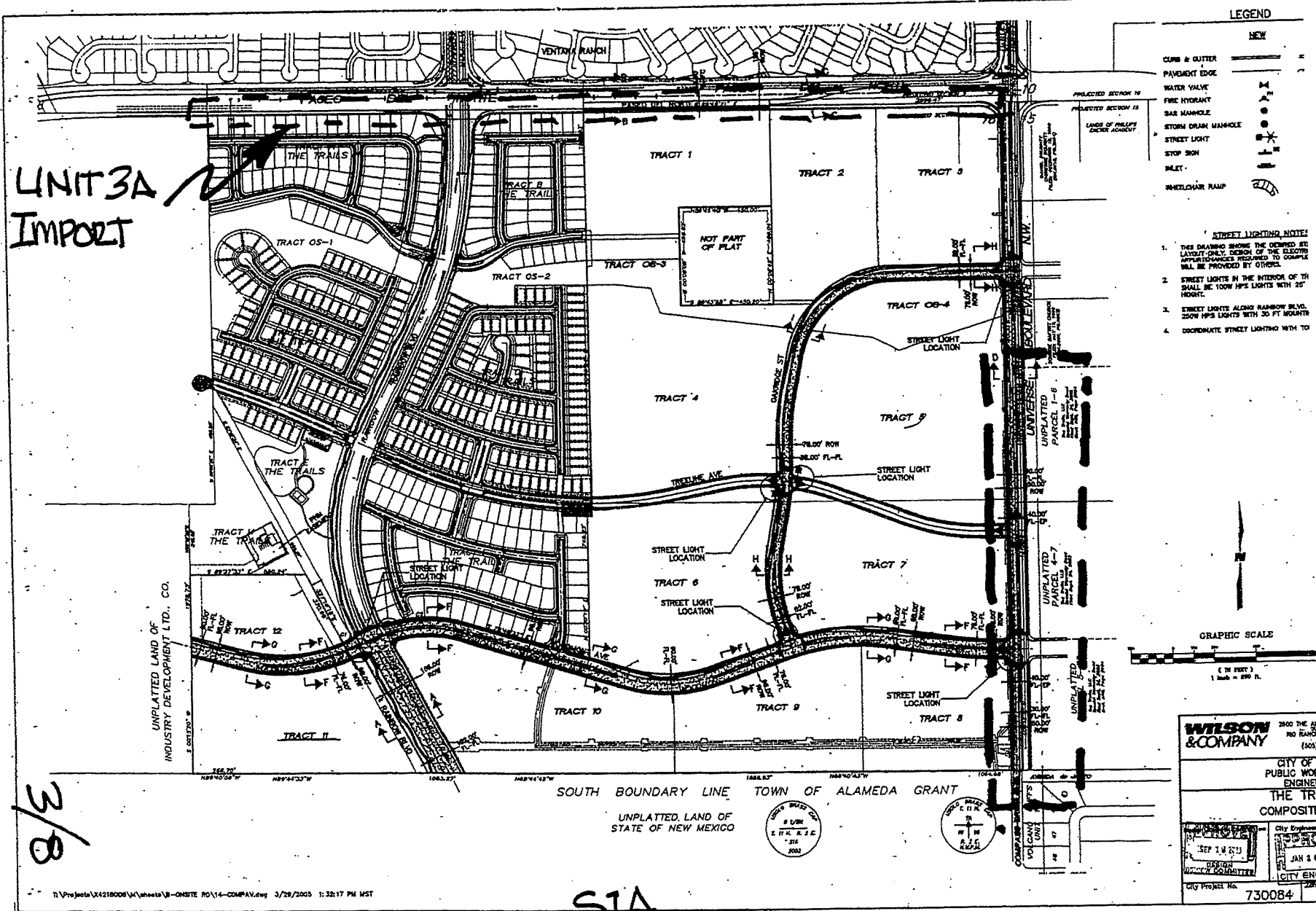
TRACT 4
 3.0002 Ac.
 Filed March 17, 1971 in Volume 04, Page 118

TRACT 3
 12.4000 Ac.
 Filed March 17, 1971 in Volume 04, Page 118



SHEET 4 OF 4

SURV+TEK, INC.
 Consulting Surveyors
 6064 Valley View Drive, N.E. Albuquerque, New Mexico



UNIT 3A
IMPORT

3/0

SIA

DESCRIPTION OF UNIT 4 PID INFRA. COMPOSITE PLAN

1. UNIV. BLVD FROM SOUTH LIMITS (AVE. DE JAMITO) TO OAKRIDGE (EAST SIDE)
 STD C&G, MEDIUM C&G PAVEMENT, ~~XXXX~~, ARTERIAL PAVEMENT (2 LANES, 1 B)

2. WOODMONT/UNIV. SIGNAL (EAST 1/2) 3. UNIT 3A IMPORT

WILSON & COMPANY 2800 THE ALAMEDA GRANT (505)

CITY OF PUBLIC WORKS ENGINEER THE TR/ COMPOSITE

City Engineer: [Signature]

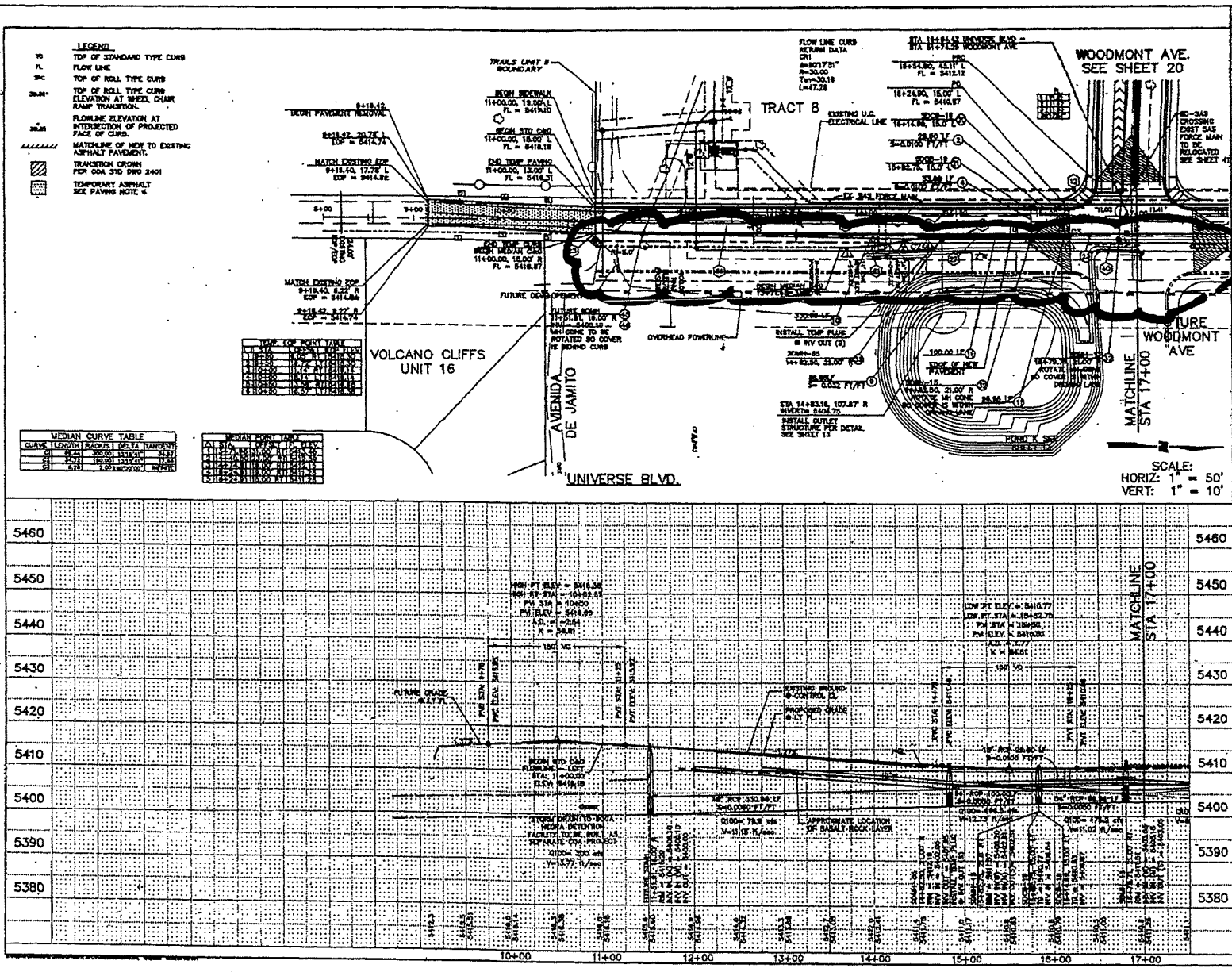
City Engineer: [Signature]

SEP 14 2005

JAN 2 4

CITY ENG

CITY PROJECT NO. 730084



- LEGEND**
- TO FL TOP OF STANDARD TYPE CURB
 - FL FLOW LINE
 - TRC TOP OF ROLL TYPE CURB
 - TRM TOP OF ROLL TYPE CURB
 - TRM ELEVATION AT INTERSECTION OF PROJECTED FACE OF CURB
 - WATERMARK OF NEW TO EXISTING ASPHALT PAVEMENT
 - TRANSITION CROWN PER COA STD DWG 2401
 - TEMPORARY ASPHALT SEE PAVING NOTE 4

MEDIAN CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT
0	0	0	0
10	1000	1.0472	10.0000
20	2000	2.0944	20.0000
30	3000	3.1416	30.0000
40	4000	4.1888	40.0000
50	5000	5.2360	50.0000
60	6000	6.2832	60.0000
70	7000	7.3304	70.0000
80	8000	8.3776	80.0000
90	9000	9.4248	90.0000
100	10000	10.4720	100.0000

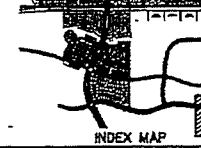
MEDIAN POINT DATA

STATION	ELEVATION	CHORD	CHORD BEARING
104+00	5418.12	0.00	0.00
105+00	5418.12	100.00	0.00
106+00	5418.12	200.00	0.00
107+00	5418.12	300.00	0.00
108+00	5418.12	400.00	0.00
109+00	5418.12	500.00	0.00
110+00	5418.12	600.00	0.00
111+00	5418.12	700.00	0.00
112+00	5418.12	800.00	0.00
113+00	5418.12	900.00	0.00
114+00	5418.12	1000.00	0.00

- PAVING CONSTRUCTION**
1. BUILD MEDIAN ASPHALT PAVING, PER DETAIL 2441, CASE 2
 2. BUILD WOODMONT ASPHALT DETAIL (SEE SHEET 5)
 3. BUILD 6" POB SIDEWALK, PER COA STD
 4. BUILD PCC WHEELCHAIR RAMP, PER COA DETAIL 2441, CASE 2
 5. INSTALL 6" PCC STD. CURB AND GUTTER DETAIL 2418
 6. BUILD PCC MEDIAN CURB AND GUTTER DETAIL 2418
 7. BUILD 2" ASPHALT CURB TYPE C PER COA STD DWG 2418
 8. BUILD TEXTURED CONCRETE MEDIAN PAVEMENT PER COA STD. DWG. 2404 & 2401
 9. INSTALL TYPE II BARRICADES
 10. REMOVE AND DISPOSE EXISTING ASPHALT

- STORM DRAIN CONSTRUCTION**
1. INSTALL 18" STORM DRAIN PIPE
 2. INSTALL 24" STORM DRAIN PIPE
 3. INSTALL 42" STORM DRAIN PIPE
 4. INSTALL 60" STORM DRAIN PIPE
 5. INSTALL 84" STORM DRAIN PIPE
 6. INSTALL TYPE A CATCH BASIN SINGLE SINGLE THROAT PER COA STD. DTD. 22
 7. INSTALL TYPE A CATCH BASIN SINGLE THROAT PER COA STD. DTD. 2201
 8. INSTALL 8" DIA. MANHOLE PER COA STD. DTD. 2101
 9. INSTALL 48" STORM DRAIN PLUS
 10. INSTALL 84" STORM DRAIN PLUS

- GENERAL NOTES**
1. ALL CURB NETWORKS HAVE 30' RADIUS / THEORETICAL FACE OF CURB (FLOWLINE)
 2. ALL STATIONS AND OFFSETS ARE TO THE FACE OF CURB (FLOWLINE) PER COA STD. 2418A, UNLESS OTHER - USE INDICATED
 3. ALL CURB LAYOUT DATA IS AT THEORETICAL FACE OF CURB (FLOWLINE) PER COA STD DWG UNLESS OTHER - USE INDICATED. CURVE THAT IS A DIRECT OFFSET OF PLATTED IS NOT SHOWN
 4. ADJUST ALL MANHOLE RISER AND VALVE PER COA STD. DWG. 2440



WILSON & COMPANY 2800 THE GARDENS RD RICHMOND, VA 23133 (804) 271-1111

CITY OF ARLINGTON PUBLIC WORKS ENGINEER

THE TRAIL PAVING AND STORM DRAIN UNIT 4

APPROVED SEP 14 2006

APPROVED JAN 9 2006

City Project No. 730084

8/17

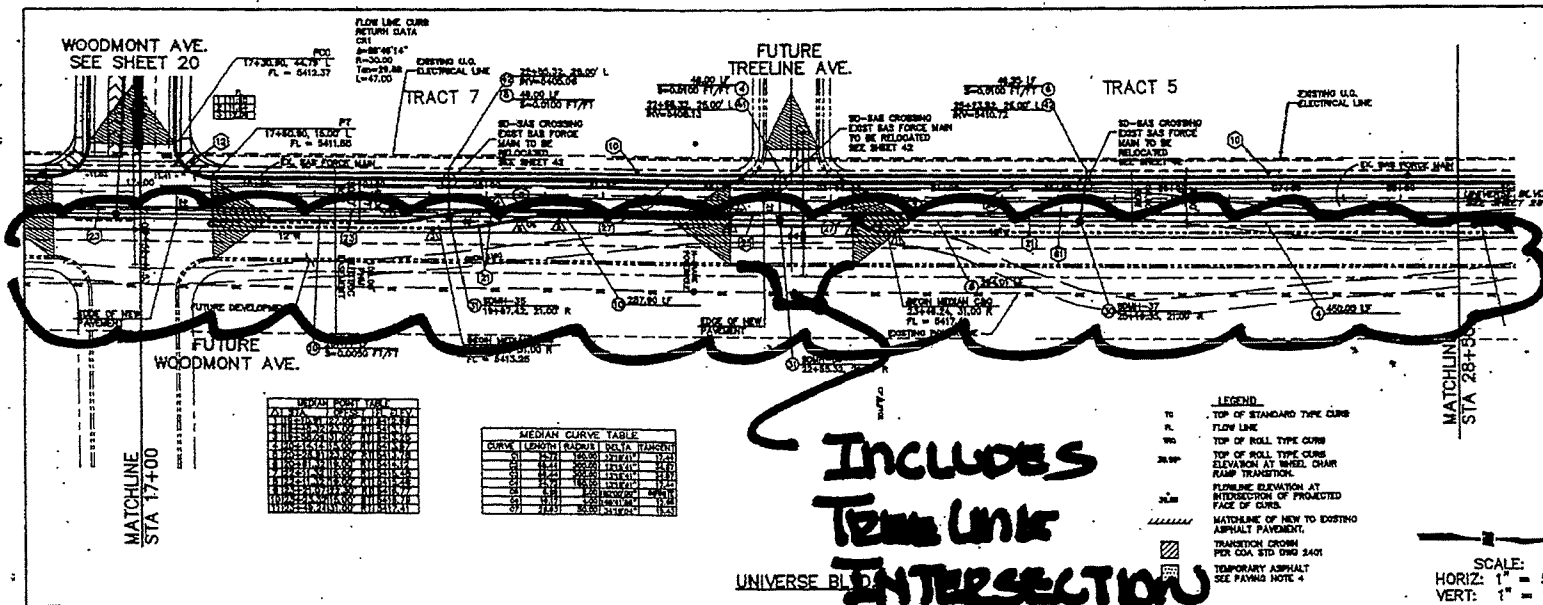
FUTURE IMPROVEMENTS

.....

EAST HALF

PAVING PLUS

UNIT 4



MEAN POINT TABLE

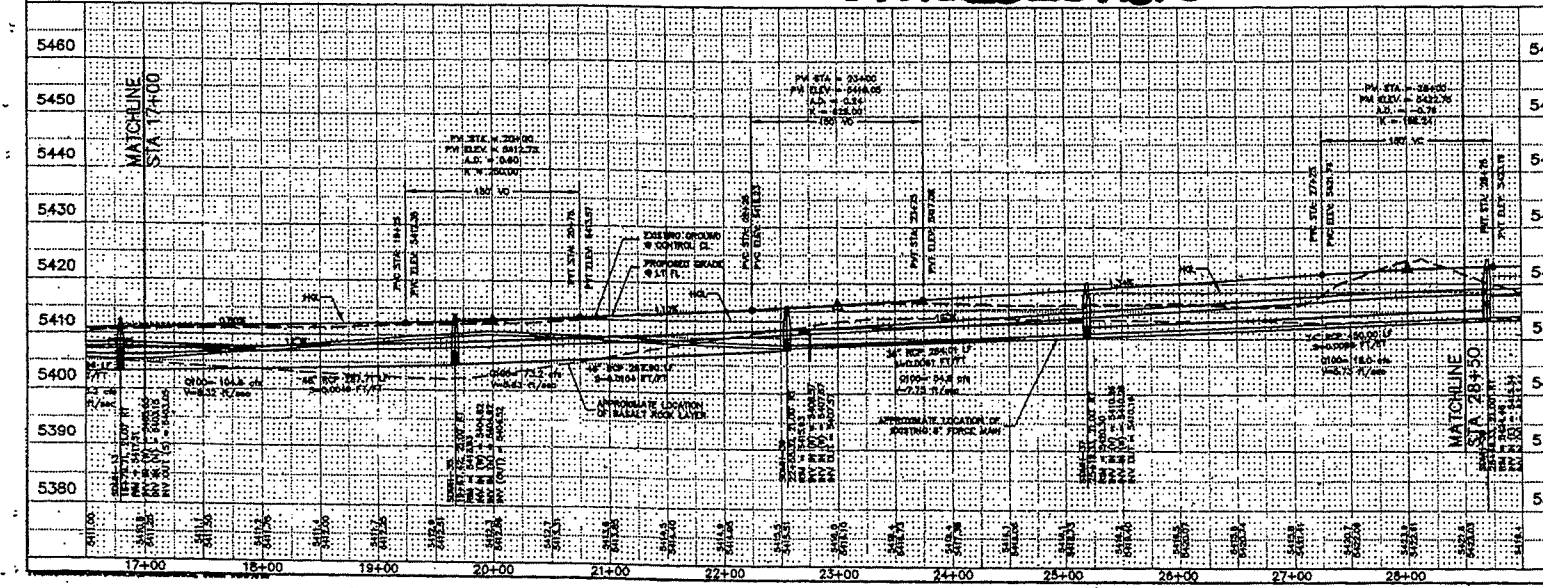
STATION	ELEVATION
17+00	5413.37
17+10	5413.37
17+20	5413.37
17+30	5413.37
17+40	5413.37
17+50	5413.37
17+60	5413.37
17+70	5413.37
17+80	5413.37
17+90	5413.37
18+00	5413.37
18+10	5413.37
18+20	5413.37
18+30	5413.37
18+40	5413.37
18+50	5413.37
18+60	5413.37
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19+80	5413.37
19+90	5413.37
20+00	5413.37
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20+90	5413.37
21+00	5413.37
21+10	5413.37
21+20	5413.37
21+30	5413.37
21+40	5413.37
21+50	5413.37
21+60	5413.37
21+70	5413.37
21+80	5413.37
21+90	5413.37
22+00	5413.37
22+10	5413.37
22+20	5413.37
22+30	5413.37
22+40	5413.37
22+50	5413.37
22+60	5413.37
22+70	5413.37
22+80	5413.37
22+90	5413.37
23+00	5413.37
23+10	5413.37
23+20	5413.37
23+30	5413.37
23+40	5413.37
23+50	5413.37
23+60	5413.37
23+70	5413.37
23+80	5413.37
23+90	5413.37
24+00	5413.37
24+10	5413.37
24+20	5413.37
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24+90	5413.37
25+00	5413.37
25+10	5413.37
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25+30	5413.37
25+40	5413.37
25+50	5413.37
25+60	5413.37
25+70	5413.37
25+80	5413.37
25+90	5413.37
26+00	5413.37
26+10	5413.37
26+20	5413.37
26+30	5413.37
26+40	5413.37
26+50	5413.37
26+60	5413.37
26+70	5413.37
26+80	5413.37
26+90	5413.37
27+00	5413.37
27+10	5413.37
27+20	5413.37
27+30	5413.37
27+40	5413.37
27+50	5413.37
27+60	5413.37
27+70	5413.37
27+80	5413.37
27+90	5413.37
28+00	5413.37

MEDIAN CURVE TABLE

CURVE	LENGTH	PC	PVI	PT	DELTA	TANGENT
1	100.00	17+50.00	18+00.00	18+50.00	90.00	100.00
2	100.00	19+00.00	19+50.00	20+00.00	90.00	100.00
3	100.00	20+50.00	21+00.00	21+50.00	90.00	100.00
4	100.00	22+00.00	22+50.00	23+00.00	90.00	100.00
5	100.00	23+50.00	24+00.00	24+50.00	90.00	100.00
6	100.00	25+00.00	25+50.00	26+00.00	90.00	100.00
7	100.00	26+50.00	27+00.00	27+50.00	90.00	100.00
8	100.00	28+00.00	28+50.00	29+00.00	90.00	100.00

**INCLUDES
TEMP LINK
INTERSECTION**

SCALE:
HORIZ: 1" = 50'
VERT: 1" = 10'

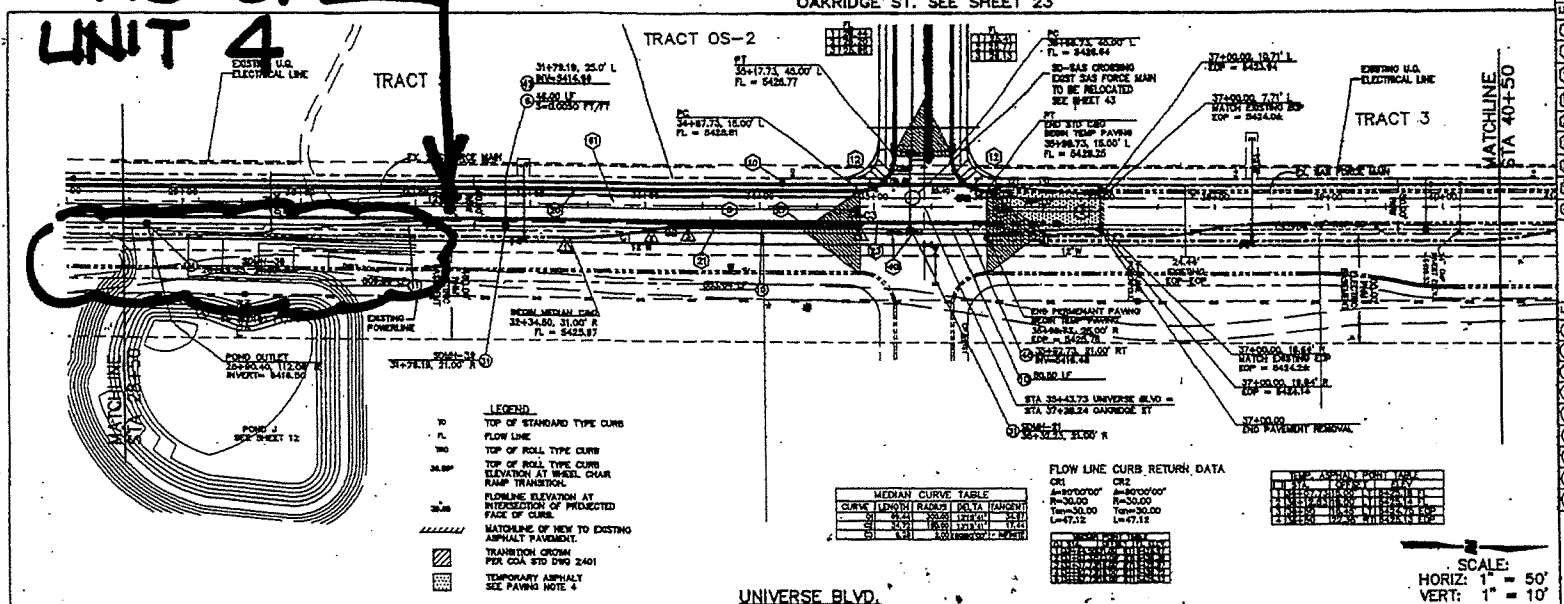


- PAVING CONSTRUCTION**
1. BUILT ANTIWASH SPURTS, PER COA STD. DETAIL 2441, CASE 22
 2. BUILT 6" PCC INTERLAC, PER COA STD. DETAIL 2441, CASE 22
 3. BUILT 6" PCC WHEELBAR RAMP, PER COA DETAIL 2441, CASE 22
 4. INSTALL 6" PCC VALLEY CUTTER, PER DETAIL 2418
 5. INSTALL 6" PCC STD. CURBS AND OUTRIG DETAIL 2418
 6. BUILT TEMP ASPHALT CURB TYPE C PER COA STD. DET. 2418
 7. BUILT REINFORCED CONCRETE MEDIAN PA PER COA STD. DET. 2403 & 2402
 8. BUILT ASPHALT PEDESTRIAN TRAIL, PER SHEET 7
 9. REMOVE AND DISPOSE EXISTING ASPHALT
- STORM DRAIN CONSTRUCTION**
1. INSTALL 24" STORM DRAIN PIPE
 2. INSTALL 30" STORM DRAIN PIPE
 3. INSTALL 36" STORM DRAIN PIPE
 4. INSTALL 48" STORM DRAIN PIPE
 5. INSTALL 6" DIA. MANHOLE PER COA STD. DET. 2401
 6. INSTALL 24" STORM DRAIN PLUG
 7. INSTALL 30" STORM DRAIN PLUG
- GENERAL NOTES**
1. ALL CURB RETURN HAVE 30' RADIUS THEORETICAL FACE OF CURB (FLOWLINE STD. DWG DATA UNLESS OTHER - WISE)
 2. ALL STATIONS AND OFFSETS ARE TO T FACE OF CURB (FLOWLINE) PER COA S 2418A, UNLESS OTHER - WISE INDICATE
 3. ALL CURB LAYOUT DATA IS AT THEORY OF CURB (FLOWLINE) PER COA STD. DTS UNLESS OTHER - WISE INDICATED. CUR THAT IS A OFFSET OFFSET OF PLATTED IS NOT SHOWN
 4. ADJUST ALL MANHOLE RISE AND VALM PER COA STD. DING. 2460
- WILSON & COMPANY**
- CITY OF ALL PUBLIC WORKS ENGINEERS
- THE TRAIL PAVING AND STORM DRAIN
- UNIVERSITY
- SEP 1 8 2005
- JAN 8 8 2006
- 730084

EAST HALF

END OF UNIT 4

OAKRIDGE ST. SEE SHEET 23



- LEGEND**
- TD TOP OF STANDARD TYPE CURB
 - FL FLOW LINE
 - TRD TOP OF ROLL TYPE CURB
 - TRSRP TOP OF ROLL TYPE CURB ELEVATION AT STREET CHAIR RAMP TRANSITION
 - EL ELEVATION AT INTERSECTION OF PROPOSED FACE OF CURB
 - MATCHLINE OF NEW TO EXISTING ASPHALT PAVEMENT
 - TRANSITION CURB PER COA STD DWG 2401
 - TEMPORARY ASPHALT SEE PAVING NOTE 4

MEDIAN CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	WANGSTEN
1	27.71	1633	101.01	17.51
2	3.71	1633	101.01	17.51
3	3.71	1633	101.01	17.51
4	3.71	1633	101.01	17.51

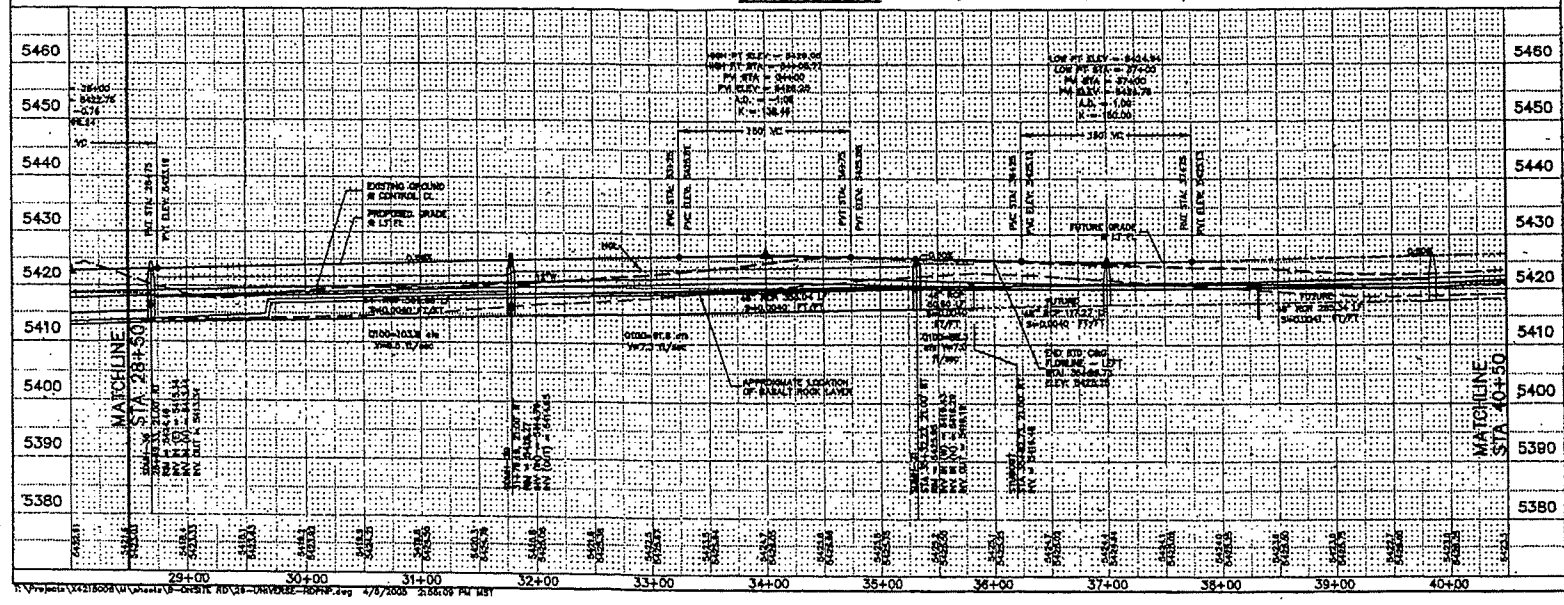
FLOW LINE CURB RETURN DATA

CR1	CR2
PC=80'00"00"	PC=80'00"00"
PT=30'00"	PT=30'00"
LC=47.52	LC=47.52

TYPE 2000 ASPHALT PAVING

TYPE	THICKNESS	PERCENT
1	1.5"	100%

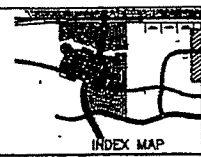
SCALE:
HORIZ: 1" = 50'
VERT: 1" = 10'



- PAVING CONSTRUCTION NOTES**
1. BUILD TEMPORARY ASPHALT PAVING PER TR 2000 (SEE SHEET 2)
 2. BUILD TEMPORARY ASPHALT PAVING PER TR 2000 (SEE SHEET 2)
 3. BUILD 6" PCC SIDEWALK PER COA STD. DT 1
 4. BUILD PCC WHEELCHAIR RAMP PER COA STD. DT 1
 5. DETAIL 2401, CASE 22
 6. INSTALL 6" PCC SIDE CURB AND GUTTER PER DETAIL 2418
 7. BUILD TEMP ASPHALT CURB TYPE C PER COA STD. DT 1
 8. BUILD TEMP ASPHALT CURB TYPE C PER COA STD. DT 1
 9. BUILD TEMP ASPHALT CURB TYPE C PER COA STD. DT 1
 10. INSTALL TYPE B BARRICADES

- STORM DRAIN CONSTRUCTION NOTES**
1. INSTALL 16" STORM DRAIN PIPE
 2. INSTALL 24" STORM DRAIN PIPE
 3. INSTALL 30" STORM DRAIN PIPE
 4. INSTALL 48" STORM DRAIN PIPE
 5. INSTALL 6" DIA. MANHOLE PER COA STD. DT 1
 6. INSTALL 6" DIA. MANHOLE PER COA STD. DT 1
 7. INSTALL 30" STORM DRAIN PILE
 8. INSTALL 48" STORM DRAIN PILE

- GENERAL NOTES**
1. ALL CURB RETURNS HAVE 30" RADII AT THEORETICAL FACE OF CURB (FLOWLINE) IN STD DWG 2401, UNLESS OTHER WISE INDICATED.
 2. ALL STATIONS AND OFFSETS ARE TO THE FACE OF CURB (FLOWLINE) PER COA STD. DT 1, UNLESS OTHER WISE INDICATED.
 3. ALL CURB LAYOUT DATA IS AT THEORETICAL FACE OF CURB (FLOWLINE) PER COA STD. DT 2, UNLESS OTHER WISE INDICATED. CURB L THAT IS A CURB OFFSET OF PLATTED BA IS NOT SHOWN.
 4. ADJUST ALL MANHOLE RIMS AND VALVE CL PER COA STD. DWG. 2460



WILSON & COMPANY
2000 THE AMERICAN STATE OF NY
100 RANDOLPH, NY
(518) 752-1111

CITY OF ALBANY
PUBLIC WORKS
ENGINEERING
THE TRAILS
PAVING AND STORM DRAIN
UNIVERSE

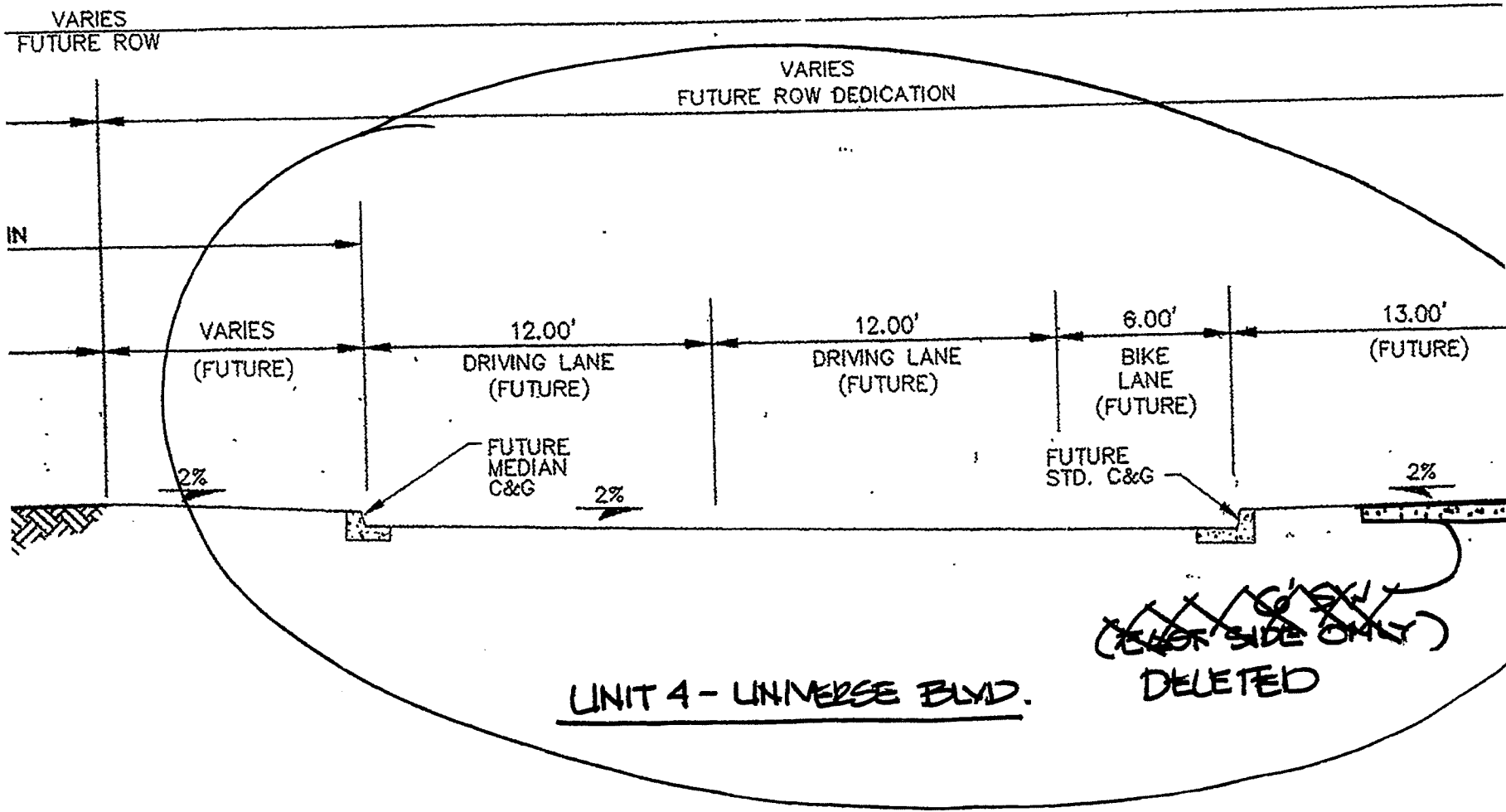
APPROVE
SEP 16 2005
SUPERVISOR

APPROVE
JUN 3 8 2005
CITY ENGINEER

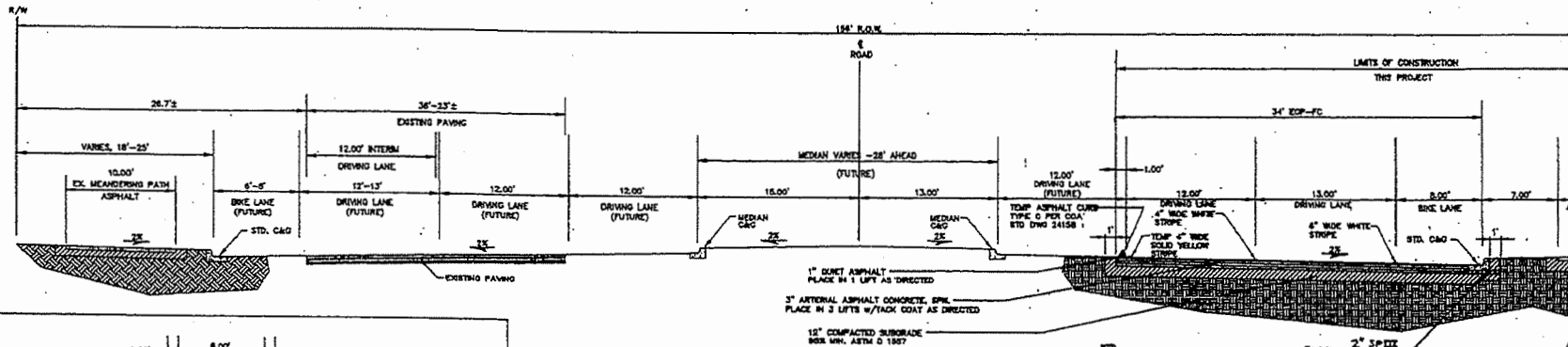
730084

EAST HALF

10/18

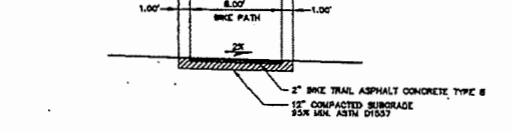


7/8



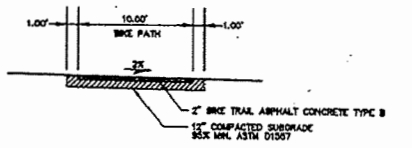
TYPICAL SECTION B-B - MAJOR ARTERIAL

PASEO DEL NORTE
STA 16+03.48 TO STA 25+03.54
NOTE: PAVEMENT SECTION FROM COA PROJECT #738484



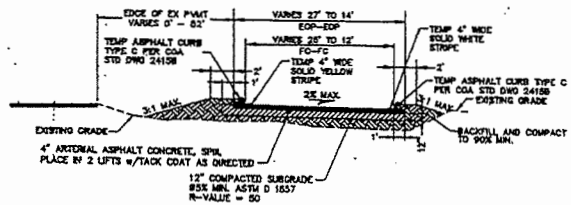
TYPICAL SECTION - 8' ASPHALT BIKE PATH

PASEO DEL NORTE
1" = 8'-0"



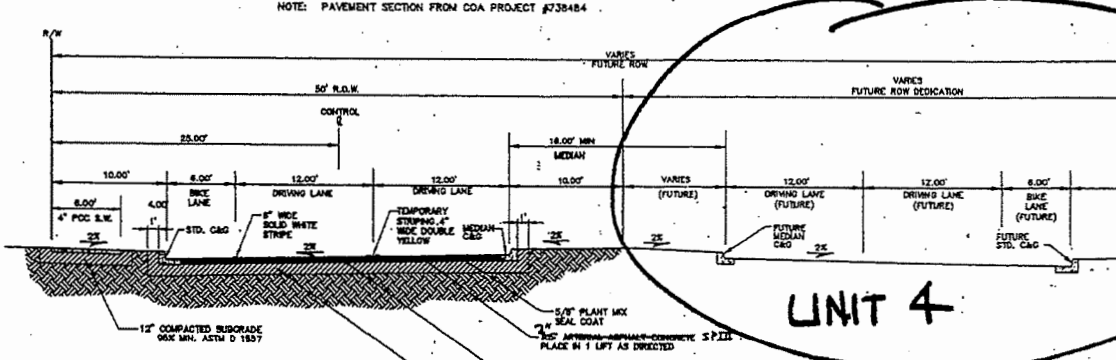
TYPICAL SECTION - 10' ASPHALT BIKE PATH

PASEO DEL NORTE
1" = 8'-0"



TYPICAL SECTION C-C - TEMPORARY PAVING

PASEO DEL NORTE
STA 25+03.54 TO STA 30+45.08



TYPICAL SECTION D-D - MINOR ARTERIAL

UNIVERSE BOULEVARD
STA 11+00.00 TO STA 36+00.00
NOTE: PAVEMENT SECTION PER WILSON CO INC PAVEMENT DESIGN, MIN R-VALUE = 50

UNIT 4

NOTE: ALL PA PER CC SPECIFI

<p>WILSON & COMPANY 2800 THE AMERICAN ROAD S.E. SUITE 100 NO RAVENHOL, NEW MEXICO 87114 (505) 891-9211</p>	<p>CITY OF A PUBLIC WORKS ENGINEER</p>
	<p>THE TRAFFIC TYPICAL PA</p>
<p>APPROVED SEP 3 4 2020 DESIGN REVIEW COMMITTEE</p>	<p>APPROVED JAN 3 4 20 CITY ENGINEER</p>
<p>CITY PROJECT No. 730084</p>	<p>C-</p>

8/8

Exhibit B

**AMENDMENT AND EXTENSION AGREEMENT TO
Procedure "B"**

Project Name: Sonata Unit 4 Apartments
Project Number: 761284

This Amendment and Extension 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 **Sonata Green Owner, LLC** ("Developer"), **a Nevada Limited Liability Company**, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is **JMurtagh@wcinm.com**, whose address is **8201 Golf Course Rd NW, Ste D3-338** (City) **Albuquerque**, (State) **NM** (Zip Code) **87120** and whose telephone number is **(702) 376-5827**, in Albuquerque, NM and is entered into as of the date of final execution of this Agreement.

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

WHEREAS, the City and the Developer entered into an Agreement on the **4th** day of **June 2021**, which was recorded on **June 4, 2021**, pages **1** through **22**, as Document No. **2021065859** in the records of Bernalillo County Clerk, State of New Mexico, by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the **31st** day of **December 2022**; and

WHEREAS, the Earlier Agreement was amended by a **1st** Extension Agreement dated **11/21/2022** recorded on **11/30/2022**, pages **1** through **8**, as Document No. **2022102938** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **6/30/2023**; and

WHEREAS, the Earlier Agreement was amended by a **2nd** Extension Agreement dated **4/10/23** recorded on **4/17/23**, pages **1** through **4**, as Document No. **2023022940** in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to **12/31/2023**; and

THEREFORE, the Developer and the City agree to amend the Original Agreement as follows:

1. Amending paragraph 4. **Work Order Requirements**: Paragraph 4 in the original Agreement is deleted and replaced by the following amended paragraph 4:

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.

2. Extension of Agreement:

WHEREAS, it appears that the Developer will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Developer an extension of time in which to complete construction of all or part of the improvements, provided the Developer posts an acceptable financial guaranty, as required by the City's Integrated Development Ordinance and the Development Process Manual; and

WHEREAS, the Developer is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

3. The required completion date for construction of the improvements, is extended (Complete either A or B:)

A. For all improvements, the **31st** day of **December, 2024**.

B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

B. With this Extension Agreement, Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: **Subdivision Bond**

Amount: **\$376,251.27**

Name of Financial Institution or Surety providing Guaranty: **Harco National Insurance Company & International Fidelity Insurance Company**

Date City first able to call Guaranty (Construction Completion Deadline): **12/31/2024**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____

Additional information: _____

4. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless

there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

DEVELOPER: Sonata Green Owner, LLC

By [signature]: [Signature]
Name [print]: John K. Murtagh
Title: MANAGER
Dated: 12/7/23

DEVELOPER'S NOTARY

STATE OF New Mexico)
COUNTY OF Bernalillo)^{ss}

This instrument was acknowledged before me on this 7th day of December, 2023 by [name of person] John K. Murtagh, [title or capacity, for instance, "President" or "Owner"] Manager of ("Developer") Sonata Green Owner, LLC.



Lillian Arzaga Lopez Roberts
Notary Public

My Commission Expires: May 27, 2026

CITY OF ALBUQUERQUE:

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

Agreement is effective as of (Date): _____

CITY'S NOTARY

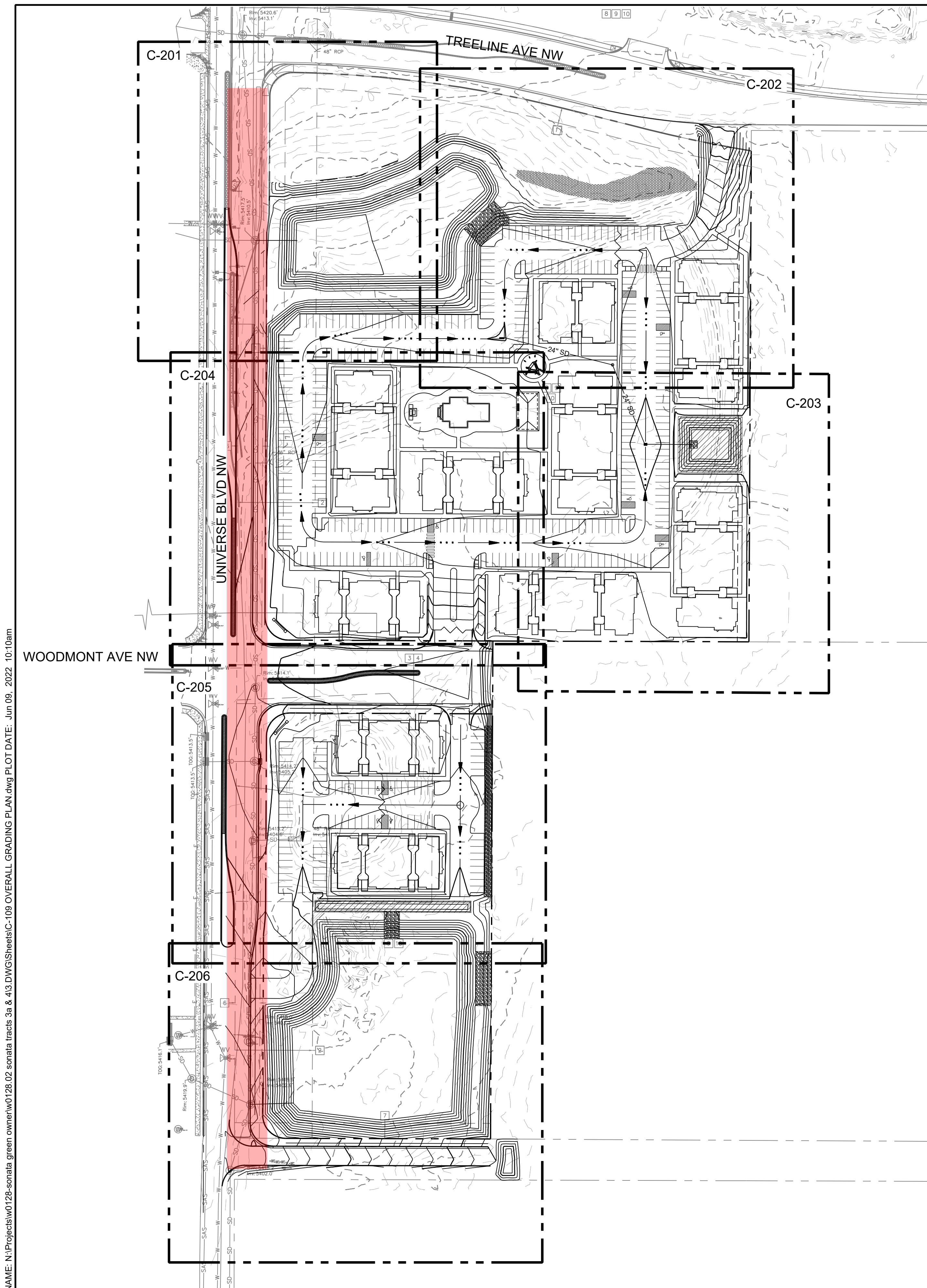
STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____ day of _____, 20 ____, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public

My Commission Expires: _____



GRADING NOTES

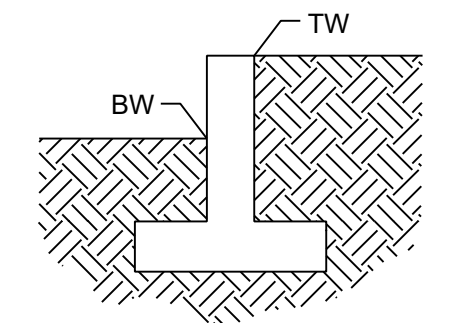
1. ALL WORK IN THE PUBLIC RIGHT OF WAY AND ON THE SURGE PONDS WILL BE DESIGNED AND COMPLETED BY A PUBLIC WORK ORDER. PROPOSED GRADES DISPLAYED IN THOSE AREAS ARE CONCEPTUAL AND FOR INFORMATION ONLY.
2. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING DRY AND WET UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY ISSUES. UTILITY RELOCATION MAY BE REQUIRED.
3. FINISH GRADE OF SOIL EDGES ALONG PAVEMENT TO BE 1/2" BELOW EDGE OF PAVEMENT.
4. STRIP AND STOCKPILE TOPSOIL FROM GRADING AREAS. USE STOCKPILED TOPSOIL AND IMPORTED TOPSOIL AS NECESSARY FOR SURFACE RESTORATION.
5. GRADES SHOWN ARE FINAL SURFACE GRADES AFTER COMPLETION OF SURFACE IMPROVEMENTS AND PLACEMENT OF TOPSOIL.
6. GRADE AREAS AT SITE PERIMETER TO MATCH GRADES OF ADJACENT PARCELS.
7. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF PROPERLY IN ACCORDANCE WITH APPLICABLE REGULATIONS.
8. PROVIDE TEMPORARY GRADING FEATURES SUCH AS BERMS, SWALES, SUMPS AND BASINS TO MANAGE INTERIM STORM WATER RUNOFF DURING CONSTRUCTION PROCESS. STORM WATER RUNOFF LEAVING THE SITE SHALL MEET ALL FEDERAL, STATE AND LOCAL QUALITY REQUIREMENTS.
9. REFER TO GEOTECHNICAL EVALUATION REPORT XXXXXXXX BY WESTERN TECHNOLOGIES, INC. DATED XXXXXX, XXXX.
10. THE EXISTING SITE FEATURES WILL BE DEMOLISHED UNLESS OTHERWISE SPECIFIED ON THIS PLAN.
11. PAVEMENT SECTION BY OWNERS DIRECTION.
12. COMPOSITE SLOPE IN HANDICAP PARKING SPACES SHALL NOT EXCEED 2%.
13. CROSS SLOPE ON ADA CROSSWALKS SHALL NOT EXCEED 2%. LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.
14. LONGITUDINAL SLOPE ON CURB RAMPS SHALL NOT EXCEED 8.33%. CROSS SLOPE SHALL NOT EXCEED 2%.
15. COMPOSITE SLOPE ON RAMP LANDINGS SHALL NOT EXCEED 2%.

SITE CIVIL LEGEND:

- PROPERTY BOUNDARY
- 5270— PROPOSED MAJOR CONTOUR
- 5272— PROPOSED MINOR CONTOUR
- - -5272- - - EXISTING MAJOR CONTOUR
- - -5272- - - EXISTING MINOR CONTOUR
- ~ ~ ~ PROPOSED HIGH POINT
- RETAINING WALL
- ···· FLOWLINE
- ···· EXTENDED FOOTER
- ▨ 4"-6" BROKEN ROCK, 9" MIN. DEPTH
- ▨ POND FOOTPRINT
- ▨ AREA TO BE PROTECTED IN PLACE
- STORMWATER INLET

SPOT ELEVATION SYMBOLS

1. ALL SPOT ELEVATIONS ARE AT FLOWLINE UNLESS OTHERWISE NOTED IN THE PLANS.
- EG 20.00 EXISTING GROUND
 - BW=20.00 BOTTOM WALL
 - TW=20.00 TOP WALL
 - FG 20.00 FINISHED GRADE
 - TG 20.00 TOP OF GRATE
 - FF 20.00 FINISHED FLOOR



LOCATION MAP
ZONE ATLAS MAP: C-10-Z

ABBREVIATIONS

- AC ACRE
- CF CUBIC FOOT
- ELEV ELEVATION
- INV INVERT
- LF LINEAR FOOT
- MAX MAXIMUM
- MIN MINIMUM
- PVC POLYVINYL CHLORIDE
- ROW PUBLIC RIGHT OF WAY
- SAS SANITARY SEWER
- SD STORM DRAIN
- VOL VOLUME
- WTR WATER
- WQ WATER QUALITY

DESIGNED JMS	DATE 6.09.2022
DRAWN JMS	CHECKED JS
RESPEC COMMUNITY DESIGN SOLUTIONS	WWW.RESPEC.COM
770 JEFFERSON STREET, SUITE 200	PHOENIX, AZ 85018
PHONE (602) 953-9718	

STAMP

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

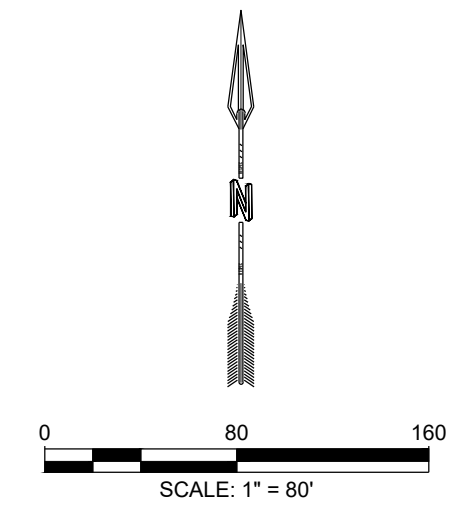
6/2022

nm811
Know what's below. Call before you dig.

PROJ. #: W0128.02

NAME: N:\Projects\w0128-sonata green owner\w0128.02 sonata tracts 3a & 4\3.DWG\Sheets\C-109 OVERBALL GRADING PLAN.dwg PLOT DATE: Jun 09, 2022 10:10am

PROJECT NAME: SONATA APARTMENTS PHASE 2 TRACTS 3A AND 4, THE TRAILS
SHEET TITLE: OVERALL CONCEPT GRADING PLAN
SUBMITTED FOR: DRB SITE PLAN
SHEET NUMBER: C-200



**AGREEMENT TO CONSTRUCT
PUBLIC IMPROVEMENTS**

The Trails Unit 4 and Portions of Unit 3a Public Improvements District

This agreement is made this 12th day of December, 2008, by and between the City of Albuquerque, New Mexico ("City"), whose address is P.O. Box 1293 (One Civic Plaza), Albuquerque, NM 87103, and The Trails, LLC ("Developer"), a Nevada Limited Liability Company, whose address is 7007 Jefferson Blvd., Suite A, Albuquerque, New Mexico, 87109 and whose telephone number is 505-761-9911, and is entered into as of the date of final execution of this Agreement.

1. Recital. Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as

a) The Trails, Units 4, Tracts 2, 3, and 4, Bulk Land Plat of The Trails, Unit 4, recorded on December 28, 2007 in the records of Bernalillo County at Book Misc. 2007c, pages through 0357 and

b) The Trails, Units 3a, Tracts 1, 2, 4, 5, 6, 7, 8, and 10, Bulk Land Plat of The Trails, Unit 3a, recorded on December 20, 2007 in the records of Bernalillo County at Book Misc. 2007c, pages through 0352 (Developer's Property"). The Developer certifies that the Developers' property is owned by The Trails, LLC, a Nevada limited liability company ("Owner").

Developer proposes to install public infrastructure Improvements upon City property or within public roadway and utility easements, which abut or are near or are on Developer's Property, for the benefit of Developer's Property. The City requires, and the Developer is willing, to provide certain assurances as a prerequisite to the City's granting permission to the Developer to enter City property to construct the improvements.

2. Deadline and Improvements. The Developer agrees to install and complete the following public infrastructure improvements, identified as Project No. 761282 and designated on Exhibit A attached hereto, to the satisfaction of the City, on or before the 29th day of September, 2009, at no cost to the City.

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

A. The Developer submits all documents and meets all requirements listed in Development Process Manual, Volume 12, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer had procured or has caused to be procured public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which are related to the activities covered by this Agreement which cause bodily injury, death, or property damage to any member of the public as a result of any condition of the Developer's Property; the Improvements; or the Developer's construction activities on the Developer's property, the City's property, or utility easements. The insurance policy must name the City of Albuquerque, its employees and elevated officials, as their interest

until the City accepts the Improvements. The cancellation provision must provide that, if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed the issuing company will mail notice to the City, attention City Engineer.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City's Street Excavation and Barricading Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees or, if the Improvement include water and wastewater infrastructure, ABCWUA fees:

Type of Fee	Amount
Engineering fee	3.25% of total cost
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 7)

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

4. 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 Improvements shall be performed by **SURV TEK**. 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 with City requires for the review. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City. As-built record drawings shall be provided to the City by the entity performing the survey.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by **BOHANNAN HUSTON, INC., a New Mexico Registered Professional Engineer**. If the inspection and the Developer shall ensure that the inspection 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 any inspections performed by the City.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by **WESTERN TECHNOLOGIES, INC.**, a certified testing laboratory under the supervision of New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspection entity provides all inspection results, reports and

shall pay the City a reasonable fee for any inspections 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.

5. Financial Guaranty. The Developer must provide the City with a financial guaranty in the 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 and approved in Circular 570 as published by the U.S. Treasury Department 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 sixty days (60) immediately following the Construction Completion Deadline.

To meet this requirement as indicated in exhibit "A", the Developer has acquired or is able to acquire the following Financial Guaranty:

Type of Financial Guaranty: Subdivision Bond No. 5030463
Amount: \$598,746.98
Name of Financial Institution or Surety providing Guaranty: Bond Safeguard Insurance Company
Date City is first able to call the Guaranty:
[Construction Completion Deadline]: September 29, 2009
If Guaranty other than a Bond, last day the City is able to call the Guaranty:
Additional Information: NA

6. Acceptance and Termination. After the Developer completes the Improvements to the satisfaction of the City and submits the final acceptance package, the City will review it, and, if acceptable, the City will issue a Certificate of Completion and Acceptance for the 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 must provide to assure the materials and workmanship, as required by the Subdivision Ordinance.

7. 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, representative, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required here under shall not be limited as a result of the specification of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

9. Payment for Incomplete Improvements. If the Developer fails to complete construction of the Improvements satisfactorily by the Construction Completion Deadline, the City may make demand upon the Financial Guarantee pursuant to paragraph 5 herein. Alternatively the city may make demand on the excavation bond posted in accordance with City's Street Excavation and Barricading Ordinance 6-5-2-3(A)(2) or any successor ordinance in order to obtain payment for completing the Improvements, If the cost of completing the Improvements exceeds the amount of the excavation bond or the amount of the Financial Guarantee, the City may proceed against the Developer for the balance of the completion costs or damages incurred by the City as a result of Developer's failure to perform according to the terms of this Agreement.

10. 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 three (3) days after the notice is mailed if there is no actual evidence of receipt.

11. 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.

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

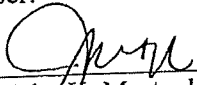
13. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

14. 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.

15. 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.

16. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the City may require the Developer to provide the City with satisfactory proof of the Developer's authority to execute this Agreement.

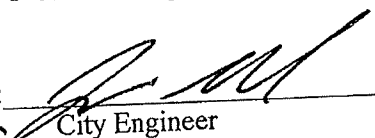
Developer:

By: 

John K. Murtagh
President
Longford Group, Inc., a Nevada corporation,
Manager of The Trails LLC, a Nevada limited liability company,

Date: 10/31/08

CITY OF ALBUQUERQUE:

By: 
City Engineer

He 12/1/08

Date: 12-12-08

*M
12-9-08*

This instrument was acknowledged before me on this 31st day of October, 2008, by John K. Murtagh, President of Longford Group, Inc. a Nevada corporation, Manager of The Trails, LLC, a Nevada limited liability company, Owner/Developer.

Sara S. Hummel
Notary Public

My Commission Expires:

12/21/11



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

This instrument was acknowledged before me on this 12 day of December, 2008 by Jane Rael for City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Lisa Cornejo
Notary Public

My Commission Expires:

