

CONTRACT CONTROL FORM

PROJECT: 575088

CONTACT PERSON: Stephanie Dennison

CCN: _____

(New/Existing) NEW

Type of Paperwork IIA Procedure C

Project Name/Description
(From CTS): Auto zone at Ventana Square

Developer/Owner/Vendor Autozone Parts, Inc

Contract Amount \$134,404.52

Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>12/2/2024 1:01 PM MST</u>
Legal Department	<u>[Signature]</u>	<u>12/3/2024 8:23 AM MST</u>
City Engineer	<u>[Signature]</u>	<u>12/4/24</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____

**AGREEMENT TO CONSTRUCT
PUBLIC IMPROVEMENTS BY CITY CONTRACT**

Project Name: AUTO ZONE
Project Number: 575088

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 AutoZone Parts, Inc. ("Developer"), a Nevada Corporation, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is mitch.bramlitt@autozone.com, whose address is (City) Memphis, (State) TN (Zip Code) 38103 and whose telephone number is 901-495-8714, 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: [describe]: TR H-11 Plat of Tracts H.1 thru H-11 Ventura Square at Ventura Ranch a replat of Tract H-A

(“Developer’s Property”). 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 in Developer’s Property to the present owner] AutoZone Parts, Inc. (“Owner”).

The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

The Developer of the property is seeking [describe: “preliminary/final plat”, “site development plan”, “building permit”, etc.] Site Development Plan approval. The City and the property Developer have agreed that it would be beneficial to all parties and the general public to make certain improvements to the public roadways and that it is appropriate that the Developer contribute to the cost of the improvements.

Developer’s Property will benefit from the construction of certain improvements detailed below, which will be located on public right-of-way, and the City is willing to construct those improvements with the participation of the Developer.

THEREFORE, the City and the Developer agree:

2. Improvements. The City agrees to install and complete the following public improvements, identified as Project No. Roadway, curb & Gutter and Multi-Purpose Trail along Paseo Del Norte 575088

("Improvements").

3. Developer's Estimated Cost. The Developer's share has been determined to be One hundred and thirty four thousand four hundred and four dollars and 52 cents (\$ 134,404.52) ("Developer's Share"), as shown on the attached City-approved infrastructure list is attached as **Exhibit A**. The developer's share includes City fees and contingencies and is the only amount Developer will be required to contribute for this project.

4. Payment. All payments will be made only in the following form: certified check, cashier's check, electronic or other form of payment approved by the City.

5. 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.

6. 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.

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

8. 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.

9. 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.

10. 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: AUTOZONE PARTS INC.

Approved by AutoZone
Legal & Business Personnel

By [signature]: [Signature]
Name [print]: Joshua Hughes
Title: Vice President
Dated: 10/15/24

[Signature] [Signature]

DEVELOPER: _____

By [signature]: [Signature]
Name [print]: Annie Hook
Title: Vice President
Dated: 10/15/24

DEVELOPER'S NOTARY

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

This instrument was acknowledged before me on this 15th day of October,
2024 by [name of persons:] Joshua Hughes, Vice President and
Annie Hook, Vice President [title or capacity, for instance,
"President" or "Owner":] of [Developer] AutoZone Parts, Inc.



[Signature]
Notary Public
My Commission Expires: November 9, 2025

CITY OF ALBUQUERQUE:
By: _____
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): _____

CITY OF ALBUQUERQUE:

By: [Signature]
Shahab Biazar, P.E., City Engineer

Initial DS
[Signature]

Agreement is effective as of (Date): 12/4/24

CITY'S NOTARY

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

This instrument was acknowledged before me on this 4th day of December, 2024 by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 11-9-2025

(SEAL)
STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

[To be used with SIA Procedure C, or C Modified]

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the developer is not the owner of the Subdivision.

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

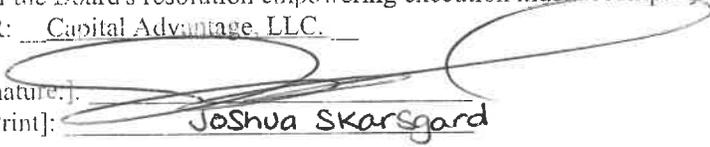
[Capital Advantage, LLC, a New Mexico Limited Liability Company] ("Owner"),
of [address:] PO Box. 92558

[City:] Albuquerque, [State:] NM [zip code:]
87199, hereby makes, constitutes and appoints [name of developer:]
AutoZone Parts, Inc ("Developer") as my true and lawful attorney
in fact, for me and in my name, place and stead, giving unto the
Developer full power to do and perform all and every act that I may
legally do through an attorney in fact, and every proper power
necessary to meet the City of Albuquerque's ("City") subdivision
requirements regarding the real estate owned by me and described in
Section 1 of the Subdivision Improvements Agreement ("Agreement")
above, including executing the Agreement and related documents
required by the City, with full power of substitution and revocation,
hereby ratifying and affirming what the Developer lawfully does or
causes to be done by virtue of the power herein conferred upon the
Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by
the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of
the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for
review and approval before the final contract package is submitted to the City for review. The City may
require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the
Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone
specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and
a copy of the Board's resolution empowering execution must accompany this document.

OWNER: Capital Advantage, LLC.

By [Signature]: 

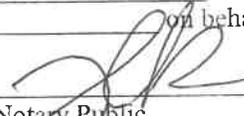
Name [Print]: Joshua Skarsgard

Title: manager

Dated: 9/27/24

The foregoing Power of Attorney was acknowledged before me this 27 day of September, 2024 by [name of person:] Joshua Skarsgard, [title or capacity, for instance "President":] manager of [Owner:] Capital Advantage, LLC on behalf of the Owner.

(SEAL)
STATE OF NEW MEXICO
NOTARY PUBLIC
TRISHA A. KVERN
Commission # 1101649
My Comm. Exp. April 10, 2025



Notary Public
My Commission Expires: 4/10/2025

Current DRC
Project Number: 575088

FIGURE 12

Date Submitted: 8/25/2021

Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: PR-2020-004024
DRB Application No.: SI-202101388

INFRASTRUCTURE LIST

(Rev. 2-16-19)
EXHIBIT "A"

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

Tract H-11, Ventana Square at Ventana Ranch
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN
Tract H-11, Ventana Square at Ventana Ranch
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 Cnst. Engineer
		12' Lane	Asphalt Pavement and associated striping	Paseo Del Norte	West Property Line	East Property Line	/	/
		12' Bike Lane & Buffer	Asphalt Pavement, Curb & Gutter and associated striping	Paseo Del Norte	West Property Line	East Property Line	/	/
		10' Wide	Asphalt Multi-Purpose Trail	Paseo Del Norte	West Property Line	East Property Line	/	/
		8"	Waterline w/ valves, FH, MJ's and R/J's	Tract H-8A East Property Line	Existing 8" waterline East Property Line	Tract H-9A	/	/
		8"	Waterline w/ valves, FH, MJ's and R/J's	Tract H-9A South Property Line	Tract H-8A East Property Line	Existing 8" waterline East Property Line	/	/
		8"	Sanitary Sewer Line w/ manholes	Tract H-11 East Property Line	Existing 8" SAS SE corner Tract H-11	NE Corner of Tract H-11	/	/
		8"	Sanitary Sewer Line w/ manholes	Tract H-9A South Property Line	SE Corner of Tract H-8A / H-11	West Property Line at Tract H-8A	/	/

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 Cnst 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.

Native Grass Seed with Aggregate Mulch or equal (Must satisfy the "Final Stabilization Criteria" CGP 2.2.14.b)

1

2

3

The property owner/developer must continue self-inspections and BM maintenance until the EPA's Final Stabilization Criteria is satisfied and approved by the City Stormwater Quality Section. (Code 14-5-2-1(C)(1))

AGENT / OWNER

Vinny Perea
NAME (print)

Tierra West, LLC
FIRM

Vinny Perea 9/29/21
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Maggie Gould
DRB CHAIR - date
Sep 29, 2021

Jeanne Wolfenbarger
TRANSPORTATION DEVELOPMENT - date
Sep 29, 2021

Blaine Carter
UTILITY DEVELOPMENT - date
Sep 29, 2021

Ernest Armijo
CITY ENGINEER - date
Sep 29, 2021

Cheryl Hinchey
PARKS & RECREATION - date
Sep 29, 2021

Charles Maestas
AMAFCA - date
Sep 29, 2021

Charles Maestas
CODE ENFORCEMENT - date
Sep 29, 2021

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER



Project: AutoZone
 Created: 10/04/2024
 COA Project No. 575088

* Not Listed in COA Unit Price Guide

Estimate

WORK ACTIVITY	ITEM NO.	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
Paseo Del Norte Improvements						
ABS, 6"	302.01	978 SY	\$	12.17	\$	11,902.26
Subgrade Prep, 12"	301.02	978 SY	\$	4.35	\$	4,254.30
Prime Coat	336.01	1240 SY	\$	0.90	\$	1,116.00
ASP CONC, Superpave, 3", M - 2 Lifts	336.024	620 SY	\$	59.12	\$	36,654.40
AC PVMT <4", SAW, R&D	343.02	28 SY	\$	10.09	\$	282.52
REF PLAS MRK 4"	441.001	992 LF	\$	1.65	\$	1,636.80
C & G, STD, PCC	340.05	248 LF	\$	31.21	\$	7,740.08
BIKE ASP CONC, TRAIL, 2"	336.05	276 SY	\$	22.61	\$	6,240.36
GRAVEL MULCH, 2"-4" CANYON GOLD	1005.32	221 SY	\$	18.40	\$	4,066.40
TRAFFIC CONTROL	"	1 LS	\$	5,000.00	\$	5,000.00
Paving Total					\$	78,893.12

Approved for basis of Procedure C
 financial guaranty, October 4 2024

Kathleen Verhage

	SUBTOTAL	\$	78,893.12
SURVEYING	1.50%	\$	1,183.40
MOBILIZATION	4.28%	\$	3,360.85
	SUBTOTAL	\$	83,437.36
CONTINGENCY	10.00%	\$	8,343.74
	SUBTOTAL	\$	91,781.10
CITY ENGINEERING FEES	0.75%	\$	688.36
TESTING	1.50%	\$	1,376.72
BARRICADING	0.20%	\$	183.56
EROSION CONTROL	0.20%	\$	183.56
INSPECTION	2.00%	\$	1,835.62
	SUBTOTAL	\$	96,048.92
NMGRT	7.88%	\$	7,563.85
PUBLIC IMPROVEMENTS TOTAL		\$	103,612.77
FINANCIAL GAURANTEE AMOUNT (125%)		\$	129,515.97



FINANCIAL GUARANTY AMOUNT

October 04, 2024

Type of Estimate: Procedure C Payment

Project Description:

Project ID #: 575088 Auto Zone at Ventana Square

Requested By: Jon Niski

Approved Estimate Amount: \$ 83,437.36

Contingency Amount: 10.00% \$ 8,343.74

Subtotal: \$ 91,781.10

PO Box 1293

NMGRT: 7.875% \$ 7,227.76

Subtotal: \$ 99,008.86

Albuquerque

Engineering Fee: 6.60% \$ 6,534.58

New Mexico 87103

Testing Fee: 2.00% \$ 1,980.18

Subtotal: \$ 107,523.62

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ **134,404.52**

APPROVAL:

Katney Verhage

DATE:

10/4/24

Notes: Plans not yet approved.



City of Albuquerque Planning Department
Design Review and Construction Services Invoice

Project Name: Auto Zone

CPN: 575088

PURPOSE	ACCOUNTING STRING	AMOUNT
PROCEDURE C	305/PCDMD/24_DEV_FUND/7217460	\$ 134,404.52
TOTAL AMOUNT		\$ 134,404.52

¹ Alternative Sidewalk Agreements require a Sidewalk Verification.

PREPARED BY: Kathy Verhage PHONE 505-924-3993

DATE: 10/04/2024

Kathy Verhage 10/12/24

This invoice can be paid at any City of Albuquerque Treasury location. **Bring three copies of this invoice to Treasury.** The most convenient location may be at Plaza Del Sol, 600 2nd St NW. Provide a copy of the receipt to DRC, Suite 400 600 2nd St. NW, or e-mail to a Design Review and Construction employee:

Stephane Dennison 11/12/24

Michael Miranda 11/12/24

City of Albuquerque

Reference Number: 2024332001-7
Date/Time: 11/27/2024 11:58:31 AM

Departmental Deposit
2024332001-7-1

Departmental Deposit 1@ \$134,404.52
GL #: |305||PCDMD|24DEVFUND|7217460|
Total: \$134,404.52

1 ITEM TOTAL: \$134,404.52

TOTAL: \$134,404.52

DUPLICATE RECEIPT 11/27/2024 11:59:56 AM

Check \$134,404.52
Bank Account #: *****9322
Check Number: 002221099
Bank Routing #: *****4347
Address:
Total Received: \$134,404.52



Thank you for your payment.



D1

Check Date: 11/07/24		Vendor Number: 995240		Check No: 002221099			
Invoice Number	Name	SSN#	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
20982			11/04/24	12451380	134,404.52	0.00	134,404.52
Check Number							Total Paid Amount
002221099							\$134,404.52



AutoZone
P.O. BOX 2198
MEMPHIS, TN 38101
901-495-7031

First Horizon Bank
165 Madison Avenue
Memphis TN 38103

002221099

Date 11/07/24
MMDDYY

Pay ******ONE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED FOUR AND 52/100 DOLLAR**

\$ ***** 134,404.52**

To The Order Of **CITY OF ALBUQUERQUE NM
BUILDING PERMIT DEPT
600 2ND ST NW
ALBUQUERQUE NM 87102-2265**

VOID AFTER 180 DAYS

⑈002221099⑈ ⑆064204347⑆ ⑈183679322⑈