



2024.051.1
March 7, 2025

Development Facilitation Team
Planning Department
City of Albuquerque
600 2nd Street NW
Albuquerque, NM 87102

Via E-mail Transmittal

Re: Sketch Plat Review and Comment Submittal and Explanation/Justification Letter
Tracts 6-10 UNM Gibson Commercial District

Submitted herewith are the following in support of Sketch Plat Review and Comment:

- Zone Atlas Page L-15 with Subject Property Marked
- Current Plat of Existing Conditions
- Conceptual Water & Sewer Plan
- Copy of MOU Between the City and UNM
- Copy of Existing Infrastructure List

UNM Owns the subject properties that were platted in 2011 with an associated improvements agreement that has been extended several times while waiting for a development partner and opportunity. To facilitate the current proposed development scheme, UNM would like to realign the existing public street corridors and lot lines. Upon completion of the upcoming vacation and replat process, UNM will retain ownership of the land and lease it to a development partner.

There is a memorandum of understanding between the City and UNM for this site. Of note per the MOU is that UNM is not subject to City planning, zoning, or permitting requirements, but has agreed to follow the City's subdivision process with respect to platting, grading and drainage, traffic impact, and infrastructure design and construction.

It is anticipated that this project will construct new infrastructure similar to that identified in the current infrastructure, list, but following the new proposed roadway realignment, and subject to coordination with City Hydrology, Transportation, and the ABCWUA do develop a revised infrastructure list. We have provided a conceptual water and sewer plan showing the same line sizes identified by the IL for the streets and would welcome the opportunity to discuss options for internal looping during the meeting as the individual tenants will all require separate metering and fire lines.

We request this opportunity to discuss technical details prior to initiating the vacation and platting process. If you have any questions or comments concerning this submittal, or any other aspect of this project, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "J. Graeme Means". The signature is written in a cursive style and is positioned above a horizontal line.

J. Graeme Means, P.E.
Director, Civil Engineering

6010-B Midway Park Blvd. NE, Albuquerque, NM 87109
P: 505.345.4250

highmesacg.com | bowman.com

03/05/2025

OWNER'S AUTHORIZATION FORM

Re: Owner's Authorization

APN: 1-015-056-211109-3-09-01 / 1-015-056-220158-3-02-03 / 1-015-056-175159-3-02-02 /1-015-056118160-3-02-01 & 1-015-056-123100-3-27-05

ADDRESS: NE of the NEC of I-25 & Gibson Blvd, Albuquerque, NM 87106

To Whom It May Concern:

This letter will serve as authorization for SimonCRE Gibson II, LLC and retained consultants listed here below, to act as an agent on behalf of the Regents of the University of New Mexico, for the purpose of preparing and processing the necessary documents relative to my property with the City of Albuquerque related to the Lobo Center retail project. This includes, but is not limited to, any entitlement or permitting documents and submittals required to construct the above-mentioned project.

Thank you,
Signed by:

Thomas Neale

SIGNATURE

Thomas Neale

NAME (PRINTED)

University of New Mexico

COMPANY

Director of Real Estate

TITLE

CONTACT INFORMATION

SIMONCRE (ENTITY)	CIVIL ENGINEERING	ARCHITECTURAL	GENERAL CONTRACTOR
Joshua Simon	Graeme Means	Tyler Carr	
Manager	High Mesa, a Bowman Company	RKAA Architects	
(602) 672-4559	505-308-2256	(602) 955-3900 ext. 110	
joshua@simoncre.com	gmeans@bowman.com	tcarr@rkaa.com	
Daniel Cox			
Development Project Manager			
(480) 745 – 0789			
daniel.cox@simoncre.com			

03/05/2025

**MEMORANDUM OF UNDERSTANDING
PERTAINING TO THE UNIVERSITY OF NEW MEXICO
GIBSON COMMERCIAL DISTRICT DEVELOPMENT**

This Memorandum of Understanding (the "**Memorandum of Understanding**") pertaining to the University of New Mexico Gibson Commercial District Development is entered into by and between the City of Albuquerque, a New Mexico municipal corporation (the "**City**") and the Regents of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico (the "**University**" or "**UNM**") (collectively, the "**Parties**").

RECITALS

WHEREAS, the University owns approximately 45.77 acres of land, including approximately 0.35 acres of land owned by Albuquerque Metropolitan Arroyo Flood Control Authority ("**AMAFCA**"), which UNM intends to acquire from AMAFCA prior to final plat approval, (the "**UNM Gibson Commercial District**") located within the City limits highlighted in yellow on **Exhibit A** attached hereto, upon which the University intends to develop commercial, retail, and fire station uses; and

WHEREAS, the University and the City have entered into a Land Exchange Agreement (the "**Land Exchange Agreement**"), executed on September 13, 2011, whereby the University has agreed to convey certain property to the City for a fire station ("**Fire Station Site**").

WHEREAS, the University wishes to undertake the necessary efforts to plan the development, plat the parcels, and develop the related and necessary infrastructure for the UNM Gibson Commercial District including the Fire Station Site, in order to enable the subsequent construction of commercial, retail, and fire stations uses in the UNM Gibson Commercial District; and

WHEREAS, the University will retain ownership of all the land, including the subsequently platted parcels within the UNM Gibson Commercial District, except for the Fire Station Site, which will be conveyed, in fee simple, to the City pursuant to the terms of the Land Exchange Agreement; and

WHEREAS, UNM wishes to make available to the UNM Gibson Commercial District, certain infrastructure and services so that the University can commence development of the UNM Gibson Commercial District in the year 2011 and comply with the Land Exchange Agreement; and

WHEREAS, the Parties wish to reach an agreement regarding the design, approval, permitting, construction, and installation of the infrastructure necessary to access and service the UNM Gibson Commercial District, including, but not

limited to, access to City streets, paving, curbs, gutters, sidewalks and storm drainage.

NOW, THEREFORE, the Parties agree that:

UNDERSTANDING

1. The Recitals are hereby restated and incorporated herein as part of this Memorandum of Understanding.
2. The University will take the necessary steps to commence the development of the UNM Gibson Commercial District in November/December 2011, or as soon thereafter as possible, which will, among other things, implement the Land Exchange Agreement.
3. The rezoning, subdivision, permitting and subsequent conveyance of Parcel 2 to the City and the construction of West Road and related infrastructure must occur in accordance with the timelines in the Land Exchange Agreement. In the event that the subdivision and infrastructure identification and approval of the entire UNM Gibson Commercial District as shown on Exhibit A, cannot be completed in accordance with those timelines, the Parties agree that the rezoning subdivision and infrastructure construction of Parcel 2 will be completed independent of the remainder of the UNM Gibson Commercial District Property.
4. The University will bind its successors, assigns and/or replacement parties, if any, to the terms of this Memorandum of Understanding, except for those that necessarily remain with the University.
5. The University will retain title to the land comprising the UNM Gibson Commercial District, except for (1) the Fire Station Site, which is to be conveyed, in fee simple, to the City for the construction of a City fire station and (2) any right-of-way that may be dedicated to the City or any other governmental entity. In the event UNM conveys title to any of the parcels within the Gibson Commercial District to a private entity, the City's normal development approval process shall thereafter apply to the parcel or parcels conveyed.
6. Because the UNM Gibson Commercial District is property of the University, a constitutionally created educational institution of the State of New Mexico, it is not subject to the land use, zoning, platting, or permitting jurisdiction of the City. Consequently, except for the fire station site:
 - a. City zoning or other land use approval is not necessary for development within the UNM Gibson Commercial District.

- b. City building permits are not necessary for development within the UNM Gibson Commercial District.
 - c. City planning and platting approval is not necessary for development within the UNM Gibson Commercial District.
7. Notwithstanding Section 6(c) *supra*, UNM agrees, subject to the exceptions contained herein, to voluntarily employ the City subdivision approval process Section 14-14-1-1 *et seq.* ROA 1994 overseen by the City Development Review Board (the “DRB”) to subdivide University lands to create platted parcels within the UNM Gibson Commercial District, as shown on **Exhibit A** (which are subject to change in number, size, and shape), and arrange for the construction of infrastructure, and if necessary the dedication of right of way and easements, as may be reasonably required by the DRB to serve the UNM Gibson Commercial District. The City subdivision approval process, which shall be reasonably administered, shall include, but not be limited to the following:
- a. City review and approval of preliminary and final plat application(s).
 - b. City review and approval of grading and drainage plan.
 - c. City Design Review Committee work order process.
 - d. City Development Process Manual standards for the construction of infrastructure which may be dedicated to the City of Albuquerque.
 - e. Traffic impact access study analyzing the impacts of the UNM Gibson Commercial District on area traffic flows and specifying needed infrastructure improvements, which study will be subject to review and approval by the City’s traffic engineer, prior to DRB approval of the final plat.
 - f. A Subdivision Improvement Agreement (SIA) substantially in the form attached hereto as **Exhibit B** to be entered into by the Parties subsequent to execution of this Memorandum of Understanding, which will set forth the respective responsibilities for procurement, construction and installation of necessary infrastructure. Required infrastructure may include, but is not limited to:
 - 1) curb cuts
 - 2) curbs
 - 3) gutters
 - 4) sidewalks

- 5) lane expansions, changes or additions
- 6) median cuts or additions
- 7) traffic signals or signage
- 8) storm drainage
- 9) landscaping

Any required infrastructure identified in the City approved traffic impact access study shall also be included in the SIA as necessary infrastructure.

- g. An understanding with the City Fire Department regarding hydrant placement and access thereto within the UNM Gibson Commercial District.
 - h. A financial guaranty in an amount approved by the City's Design Review Committee covering the cost of the infrastructure required by the DRB to serve the UNM Gibson Commercial District, which will be provided by the University or other(s) authorized by the University.
 - 1) The guaranty may take the form of a bond, municipal lien, approved, if and as necessary, by the appropriate approval authority to the satisfaction of the City, irrevocable letter of credit or other security instrument acceptable to the City.
 - i. The City administrative appeal process as prescribed by the City Subdivision Ordinance.
8. UNM agrees, in lieu of the City requiring a vehicle turnaround at the north end of the new portion of West Road ("**West Road South**"), to allow two-way public access from that point north to Avenida de Caesar Chavez for the full length and width of the existing University owned road ("**West Road North**") with the understanding that if the parties, acting reasonably, agree, the University may dedicate West Road North to the City provided that West Road North has been built to City standards.
 9. The University will reach a separate understanding with the Albuquerque Bernalillo County Water Utility Authority (the "**Water Authority**") regarding the provision of water and wastewater services to the UNM Gibson Commercial District.
 10. The University will reach a separate understanding with AMAFCA regarding the acquisition or use of the 0.35 acres owned by AMAFCA as part of the development of the Gibson Commercial District.

11. This Memorandum of Understanding shall expire one (1) year after the City engineer signs the letter of completion and acceptance of infrastructure to be dedicated to the City, unless the parties agree in writing to extend this Memorandum of Understanding to remain in effect thereafter.
12. Nothing in this Memorandum of Understanding shall be construed to waive any rights, claims or defenses asserted heretofore or hereafter by any of the Parties.
13. All notices and other communications under this Memorandum of Understanding shall be in writing and shall be deemed duly given: (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the fifth business day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the City:

Robert J. Perry
Chief Administrative Officer
City of Albuquerque
City / County Bldg. - 11th Floor
Albuquerque, NM 87102
Facsimile: (505) 768-3019
Telephone: (505) 768-3000
E-mail: rjperry@cabq.gov

With a copy to:

Robert D. Kidd, Jr., Interim City Attorney
City of Albuquerque
One Civic Plaza, NW
City/County Building
4th Floor, Room 4015
Albuquerque NM 87102
Facsimile: (505) 768-4525
Telephone: (505) 768-4500
E-mail: rkidd@cabq.gov

If to the University: Director of Real Estate
Attention: Kim D. Murphy
University of New Mexico
2811 Campus Boulevard NE
MSC 3595
1 University of New Mexico
Albuquerque, NM 87131-0001
Facsimile: (505) 277-6290
Telephone: (505) 277-4620
E-mail: kmurphy@unm.edu

With a copy to: University Counsel
Attention: Lee K. Peifer, Esq.
University of New Mexico
Scholes Hall, Room 152
MSC05 3310
1 University of New Mexico
Albuquerque, NM 87131-0001
Facsimile: (505) 277-4154
Telephone: (505) 277-5035
E-mail: lpeifer@salud.unm.edu

and

Rodey, Dickason, Sloan, Akin & Robb,
P.A.
Street Address: Attention: John P. Salazar, Esq.
201 Third Street NW, Suite 2200
Albuquerque, NM 87102
Mailing Address: P.O. Box 1888
Albuquerque, NM 87103-1888
Facsimile: (505) 768-7395
Telephone: (505) 765-5900
E-mail: jsalazar@rodey.com

14. This Memorandum of Understanding may be executed in one or more counterparts, including facsimile counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.
15. This Memorandum of Understanding may be amended, upon mutual agreement of the Parties, by written agreement executed by each of the Parties.

16. The Parties agree to hereafter negotiate and enter into such further and more definitive agreements, as may be necessary, to effectuate the transactions contemplated by this Memorandum of Understanding.
17. 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.
18. This Memorandum of Understanding is signed, sealed, executed and delivered by the Parties as of the date indicated next to the respective signatures below, with the Effective Date to be the date of the last signature affixed hereto.


**CITY OF ALBUQUERQUE,
a New Mexico municipal corporation**

By: 
Robert J. Perry
Chief Administrative Officer

Date: 10/11/11

Handwritten notes in pink and black ink:
10/10/11
10/10/11
10/10/11

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,
a constitutionally created educational institution of the
State of New Mexico**

By: 
David W. Harris
Executive Vice President for
Administration, COO and CFO

Date: Oct. 10, 2011

ACKNOWLEDGEMENT OF THE CITY OF ALBUQUERQUE

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

This instrument was acknowledged before me this 11th day of October, 2011, by Robert J. Perry, Chief Administrative Officer, City of Albuquerque, a New Mexico municipal corporation, on behalf of said corporation.

Marc E. Chavez
Notary Public

My commission expires:
2/17/13



ACKNOWLEDGEMENT OF THE UNIVERSITY

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

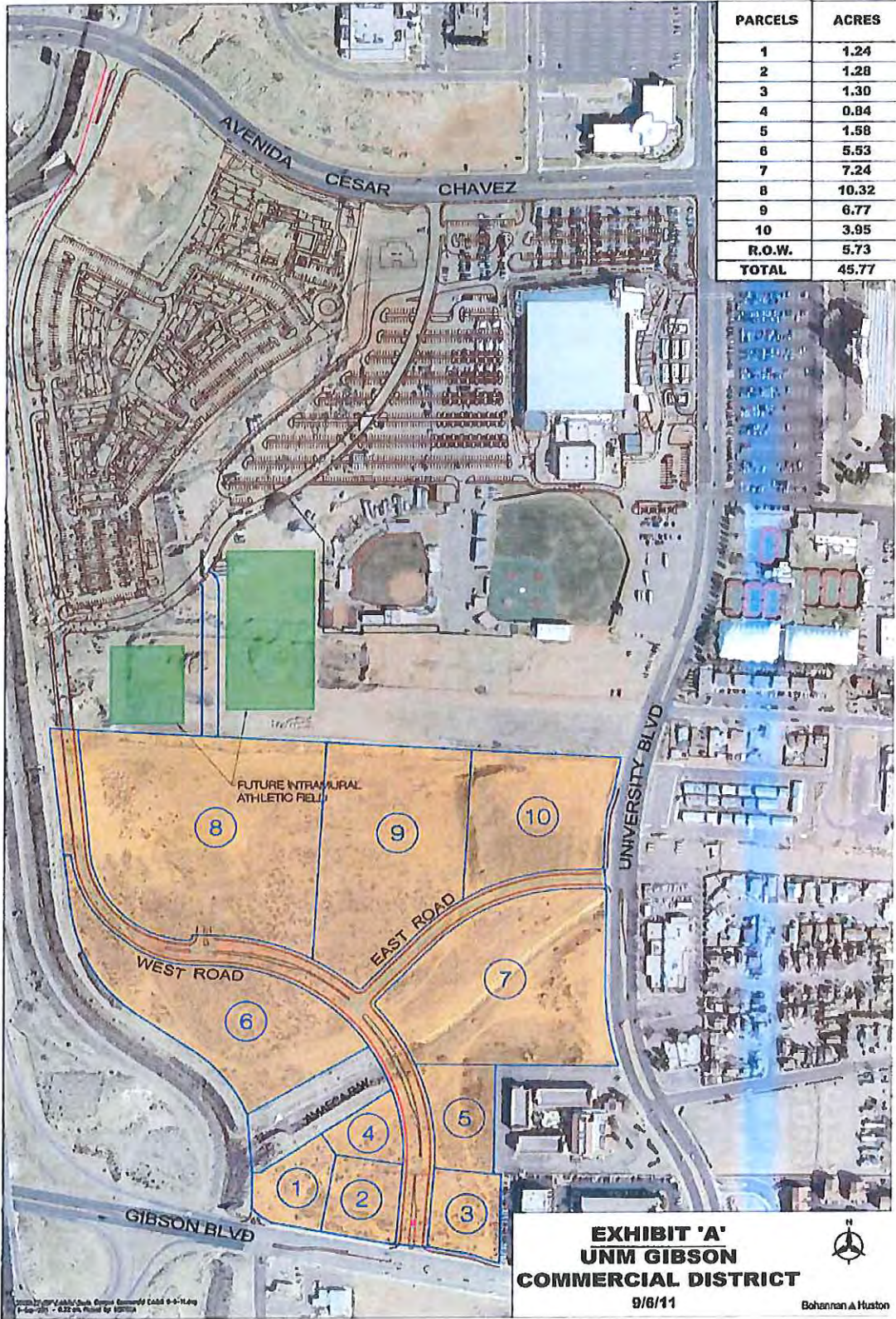
This instrument was acknowledged before me this 10 day of October, 2011, by Kim D. Murphy, Director of Real Estate, for David W. Harris, Executive Vice President for Administration, COO and CFO, University of New Mexico, on behalf of the Regents of the University of New Mexico.

Bertha M. Gomez
Notary Public

My commission expires:
11/3/14



**UNM Gibson Commercial District
(Parcel Sizes / Number of Parcels)
(Subject to Change)**



No. of Lots: _____
Nearest Major Streets: _____

FIGURE 12

**SUBDIVISION IMPROVEMENTS
AGREEMENT-PUBLIC AND/OR PRIVATE
(Procedure B)**

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

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and The Regents of the University of New Mexico ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] body corporate, on behalf of THE UNIVERSITY OF NEW MEXICO, a constitutionally created educational institution of the State of New Mexico, whose address is 2811 Campus Blvd, MSC 3595 Albuquerque, NM 87131 and whose telephone number is 505-277-4620, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] _____, recorded on _____ in the records of the Bernalillo County Clerk at Book _____, pages _____ through _____ (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] The Regents of the University of New Mexico ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as _____ describing Subdivider's Property.

The City and the Subdivider have entered into a Memorandum of Understanding ("MOU") dated _____, 2011 for the development of the Subdivision. In the event of a conflict between the terms of the MOU and the terms of this Agreement, the parties shall attempt to reconcile the conflict. If the parties are unable to reconcile the conflict then the terms of the MOU shall control. The Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, 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 Development Plan for the Subdivision

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in the Request for Financial Guaranty Requirement, as and if amended by the Financial Guaranty Amount (the "Improvements"), to the reasonable

satisfaction of the City, on or before the _____ day of _____, 20____ ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. _____.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) 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 Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Work Order Requirements. The City agrees to issue a Work Order pursuant to the City's Development Process Manual after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and figure 1, including submitting a Certificate of Insurance, issued by State Risk Management, in a form acceptable to the City. The certificate must establish that the Subdivider has procured or has caused to be procured general liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. The Subdivider must maintain or cause to be maintained the insurance until the City accepts the public Improvements and/or approves the private 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 30 days written notice to the City, attention City Engineer.

B. The Subdivider 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:

<u>Type of Fee</u>	<u>Amount</u>
Engineering Fee	3.25% of Actual Construction Cost as required per City-approved estimate.
Excavation and Sidewalk Ordinance, Street Restoration Fees	(Figure 7)

Note: The Subdivider must pay the City all City 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 public Improvements shall be performed by Bohannan Huston, Inc., and construction surveying of the private Improvements shall be performed by Bohannan Huston, Inc. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider 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 Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City at Subdivider's request or as reasonably deemed necessary by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Bohannan Huston, Inc., and inspection of the private Improvements shall be performed by Bohannan Huston, 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 Subdivider 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 Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City at Subdivider's request or as reasonably deemed necessary by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by _____, and field testing of the private Improvements shall be performed by _____, 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 Subdivider 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 Subdivider shall pay the City a reasonable fee for any field testing performed by the City at Subdivider's request or as reasonably deemed necessary 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 Subdivider shall pay the City a reasonable fee therefor.

5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested prior to construction of the Subdivision, the Subdivider must provide the City with a financial guaranty in an amount

EXHIBIT B

of not less than 125% of the estimated remaining 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following Financial Guaranty:

Type of Financial Guaranty: _____
Amount: \$ _____
Name of Financial Institution or Surety providing Guaranty: _____
Date City first able to call Guaranty: _____
[Construction Completion Deadline]: _____ 20____.
If Guaranty other than a Bond, last day City able to call Guaranty is: _____, 20____.
Additional information: _____

6. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

7. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) 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 Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

8. 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 Subdivider will convey to the City all real and personal property rights which the City reasonably deems associated with the 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 of the Subdivision.

9. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider 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:

EXHIBIT B

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the Development Process Manual, Volume 1, Chapter 5.

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 subdivider 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 Subdivision Ordinance.

(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.

10. Subdivider Responsibility. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. Subdivider shall be responsible for claims, damages, liabilities or damages arising from personal injury or damage to persons or tangible property to the extent they result from the negligent act or failure to act of Subdivider or its employees pursuant to this Agreement, except that Subdivider liabilities shall be subject to the immunities and limitations of the Tort Claims Act § 41-4-1, et. seq., NMSA, 1978, as amended. By entering into this Agreement, Subdivider and its employees as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense, and/or do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider 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.

12. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under

EXHIBIT B

this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

13. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, and such failure continues for thirty (30) days after written notice of such failure from City to Subdivider, 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 Subdivider shall be jointly and severally liable to pay to the City for the actual cost, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential which the City may incur as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty. Notwithstanding anything set forth or implied herein to the contrary, in no event shall either the City or the Subdivider be liable under this Agreement for (and each party hereby waives the right to claim or sue for) any indirect, speculative or punitive damages.

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

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

16. 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.

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

18. 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.

19. 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.

EXHIBIT B

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

21. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute a Power of Attorney.

22. Force Majeure. For the purposes of any of the provisions of this Agreement, in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe or inclement weather, shortages in labor, supplies or materials, or delays due to such causes; it being the purpose and intent of this Section 22 that in the event of the occurrence of any such delay, the City will reasonably consider granting an extension of the time or times for performance of the obligations of the party suffering such delay hereunder for the period of the delay.

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

SUBDIVIDER:

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate, on behalf of THE UNIVERSITY OF NEW MEXICO, a constitutionally created educational institution of the State of New Mexico

CITY OF ALBUQUERQUE

By: _____ Name: Kim D. Murphy Title: Director of Real Estate Dated: _____

By: _____ City Engineer Dated: _____

SUBDIVIDER'S NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2011 by Kim D. Murphy, Director of Real Estate of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico on behalf of the Regents of the University of New Mexico, a body corporate of the University of New Mexico.

Notary Public

My Commission Expires: _____

CITY'S NOTARY

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

This instrument was acknowledged before me on _____ day of
, _____, 2011 by _____, City Engineer of the City
of Albuquerque, a municipal corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

Current DRC Project No. _____

ORIGINAL

Figure 12
INFRASTRUCTURE LIST
 EXHIBIT 'A'
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
 UNM GIBSON COMMERCIAL DISTRICT

Date Submitted: 11/8/11
 Date Site Plan for Blg Permit Approved: _____
 Date Site Plan for Sub. Approved: _____

Date Preliminary Plat Approved: 11-7-11

Date Preliminary Plat Expires: 11-9-12

D.R.B. Project No. 1001425

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 important 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 unimportant 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 applicant/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 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.

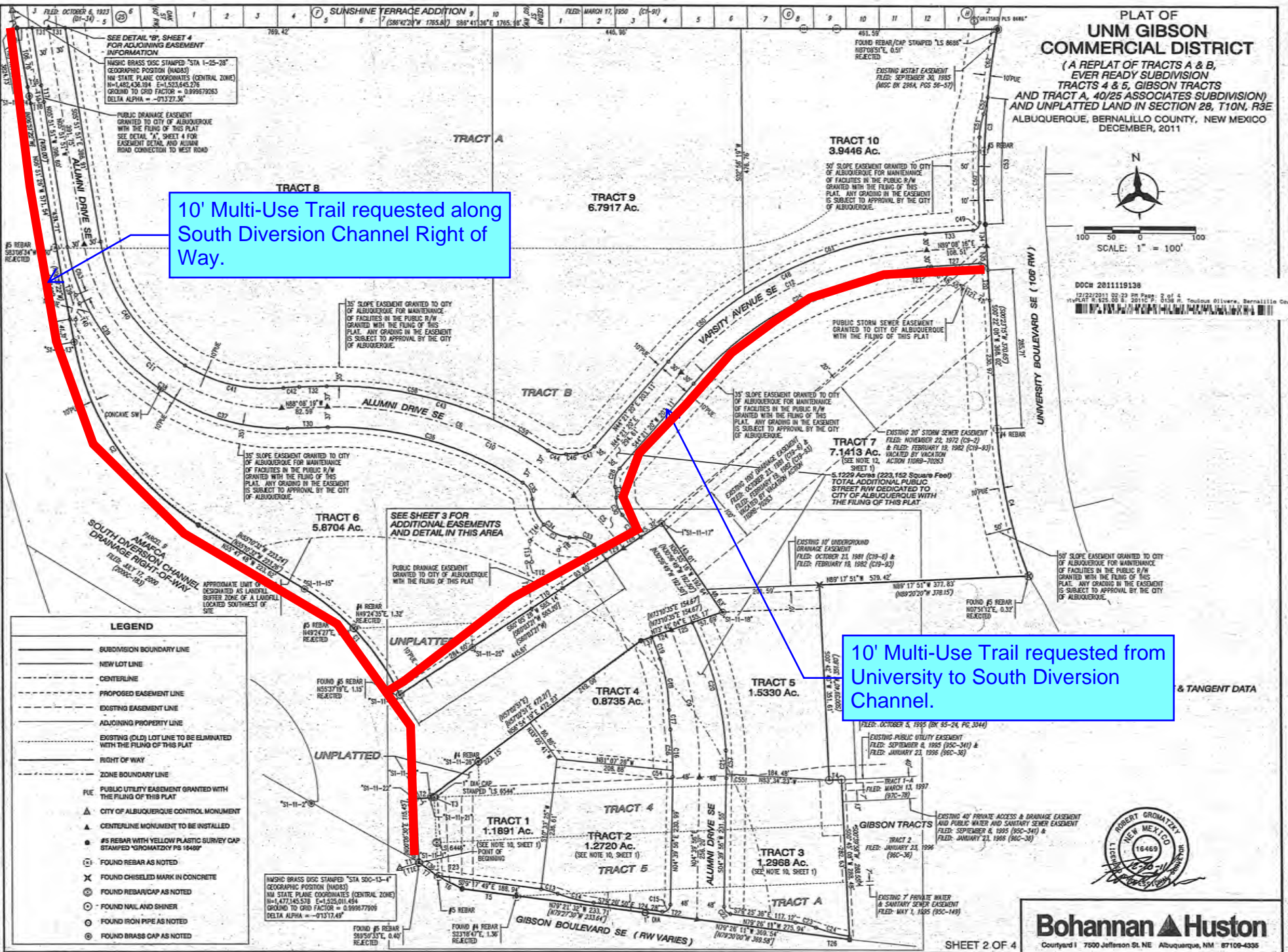
SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer		
		PAVING									
		20' F-F EACH DIRECTION	1-12' LANE, 1-11' LANE, 1-6' BIKE LANE, IN EACH DIRECTION, MEDIAN C&G, STANDARD C&G, ARTERIAL PAVEMENT, 6' SIDEWALK (BOTH SIDES)	ALUMNI DRIVE	GIBSON BLVD	300' NORTH OF GIBSON PLUS TRANSITION	/	/	/		
			SINGLE LANE ROUNDABOUT	INTERSECTION OF ALUMNI DRIVE AND VARSITY AVENUE			/	/	/		
		18' F-F EACH DIRECTION	1-12' LANE, 1-6' BIKE LANE, IN EACH DIRECTION, MOUNTABLE MEDIAN C&G, STANDARD C&G, ARTERIAL PAVEMENT, 6' SIDEWALK (BOTH SIDES)	ALUMNI DRIVE	300' SOUTH OF ROUNDABOUT	TRACT 8 ENTRANCE	/	/	/		
		36' F-F	2-12' LANES, 2-6' BIKE LANES, STANDARD C&G, ARTERIAL PAVEMENT, 6' SIDEWALK (BOTH SIDES)	ALUMNI DRIVE	TRACT 8 ENTRANCE	EXISTING TERMINUS OF WEST ROAD	/	/	/		
		36' F-F	2-12' LANES, 2-6' BIKE LANES, STANDARD C&G, ARTERIAL PAVEMENT, 6' SIDEWALK (BOTH SIDES)	Varsity Avenue	ROUNDABOUT (ALUMNI DRIVE)	UNIVERSITY BLVD	/	/	/		
		12' FACE TO EDGE	75' NB LEFT TURN LANE WITH TRANSITION, MEDIAN C&G	ALUMNI DRIVE	NORTH PL OF TRACT 2	APPROX. 75' SOUTH OF NORTH PL OF TRACT 2	/	/	/		
		12' FACE TO EDGE	100' NB LEFT TURN LANE WITH TRANSITION, MEDIAN C&G	UNIVERSITY BLVD	Varsity Avenue	APPROX. 100' SOUTH OF Varsity Avenue	/	/	/		
		12' FACE TO EDGE	150' SB RIGHT TURN LANE WITH TRANSITION, STANDARD C&G	UNIVERSITY BLVD	Varsity Avenue	APPROX. 150' NORTH OF Varsity Avenue	/	/	/		
		12' FACE TO EDGE	115' (OR MAX POSSIBLE) WB RIGHT TURN LANE WITH TRANSITION, STANDARD C&G	GIBSON BLVD	ALUMNI DRIVE	APPROX. 115' EAST OF ALUMNI DRIVE	/	/	/		
		12' FACE TO EDGE	200' EB LEFT TURN LANE WITH TRANSITION, MEDIAN C&G	GIBSON BLVD	ALUMNI DRIVE	APPROX. 200' WEST OF ALUMNI DRIVE	/	/	/		
		12' FACE TO EDGE	160' WB RIGHT TURN LANE WITH TRANSITION, STANDARD C&G	GIBSON BLVD	MULBERRY STREET	APPROX. 160' EAST OF MULBERRY STREET	/	/	/		
		12' FACE TO EDGE	50' WB LEFT TURN LANE WITH TRANSITION, MEDIAN C&G	GIBSON BLVD	MULBERRY STREET	APPROX. 50' EAST OF MULBERRY STREET	/	/	/		
		12' EDGE TO EDGE	RESTRIPE TO PROVIDE 2ND SB LEFT TURN LANE	UNIVERSITY BLVD	GIBSON BLVD	APPROX. 130' NORTH OF GIBSON BLVD	/	/	/		
			6' SIDEWALK	UNIVERSITY BLVD	NORTH PL	SOUTH PL	/	/	/		
			6' SIDEWALK	GIBSON BLVD	WEST PL	EAST PL	/	/	/		
		53,000 CY	CUT VOLUME APPROX 12,000 CY, FILL VOLUME APPROX 42,000 CY EARTHWORK ALONG ALUMNI DRIVE AND VARSITY AVENUE				/	/	/		

		PUBLIC WATER							
		12"	WATERLINE W/ NEC. VALVES FHS, M/S & R/S	ALUMNI DRIVE	EXISTING WATER LINE IN GIBSON BLVD.	EXISTING WATER LINE IN LOBO VILLAGE (CPN #598582)	/	/	/
		9"-10"	WATERLINE W/ NEC. VALVES FHS, M/S & R/S	VARSITY AVENUE	EXISTING WATER LINE IN UNIVERSITY BLVD.	100' EAST OF ALUMNI DRIVE	/	/	/
		SANITARY SEWER							
		8"-10"	SANITARY SEWER LINE W/ NEC. M/S & SERVICES	ALUMNI DRIVE	EXISTING SANITARY SEWER LINE IN GIBSON BLVD.	100' SOUTH OF ROUNDABOUT	/	/	/
		5"	SANITARY SEWER LINE W/ NEC. M/S & SERVICES	VARSITY AVENUE	100' WEST OF UNIVERSITY BLVD	ROUNDABOUT	/	/	/
		8"-10"	SANITARY SEWER LINE W/ NEC. M/S & SERVICES	ALUMNI DRIVE	ROUNDABOUT	800' NORTH TO EXISTING SANITARY SEWER MH	/	/	/
		STORM DRAIN							
		78"	RCP STORM DRAIN LINE W/ LATERALS, MH & INLETS	VARSITY AVENUE	UNIVERSITY BLVD	POINT OF CONNECTION TO EXISTING AT THE WEST SIDE OF ALUMNI DRIVE	/	/	/
		30"	RCP STORM DRAIN LINE W/ MH & INLETS	ALUMNI DRIVE	ROUNDABOUT	APPROX. 190' NORTH OF ROUNDABOUT	/	/	/
		36"	RCP STORM DRAIN LINE W/ MH & INLETS	ALUMNI DRIVE	ROUNDABOUT	APPROX. 225' SOUTH OF ROUNDABOUT	/	/	/
		42"	RCP STORM DRAIN LINE W/ MH & INLETS	ALUMNI DRIVE	20' NORTH OF THE NORTHWEST CORNER OF TRACT 8	APPROX. 120' SOUTH OF THE NORTHWEST CORNER OF TRACT 8	/	/	/
		36"	RCP STORM DRAIN LINE W/ LATERALS, MH & INLETS	ALUMNI DRIVE	APPROX. 120' SOUTH OF THE NORTHWEST CORNER OF TRACT 8	APPROX. 330' SOUTH OF THE NORTHWEST CORNER OF TRACT 8	/	/	/
		48"	RCP STORM DRAIN LINE W/ MH & INLETS	APPROX. 280' SOUTH OF SUNSHINE TERRACE AVENUE	ALUMNI DRIVE	SOUTH DIVERSION CHANNEL	/	/	/
			STORM DRAIN JUNCTION BOX OR MANIFOLD	WEST OF UNIVERSITY BLVD	APPROX. 80' SOUTH OF VARSITY AVENUE		/	/	/
			DEMO OF EXISTING CONCRETE CHANNEL	GENIEVA'S ARROYO	UNIVERSITY BLVD	TERMINUS OF CONCRETE CHANNEL APPROX. 740' WEST OF UNIVERSITY BLVD	/	/	/
			DEMO OF EXISTING 48" STORM DRAIN	NORTH SIDE OF GENIEVA'S ARROYO	UNIVERSITY BLVD	EXISTING AMAFCA CONCRETE BAFFLE RUNDOWN	/	/	/
			DEMO OF EXISTING 54" STORM DRAIN	EXIST. EASEMENT ON TRACT 1	EXISTING AMAFCA CONCRETE BAFFLE RUNDOWN	GIBSON BLVD	/	/	/
			WATER QUALITY MANHOLE	NEAR DOWNSTREAM TERMINUS OF 78" STORM DRAIN			/	/	/
			WATER QUALITY MANHOLE	NEAR DOWNSTREAM TERMINUS OF 48" STORM DRAIN			/	/	/
			ENERGY DISSIPATION DEVICE	AT DOWNSTREAM TERMINUS OF 78" STORM DRAIN			/	/	/
							/	/	/
		MISC							
			TRAFFIC SIGNAL	GIBSON BLVD AND ALUMNI DRIVE			/	/	/
			LOMR FOR GENIEVA'S ARROYO FLOODPLAIN (FINANCIAL GUARANTEE AMOUNT = \$40,000) THE FINANCIAL GUARANTEE WILL NOT BE RELEASED UNTIL THE LOMR IS APPROVED BY FEMA				/	/	/

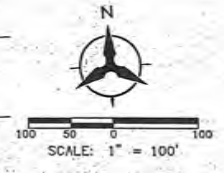
SIA Sequence #	COA DRG Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
△		10' ASPHALT TRAIL	10' MULTI-USE ASPHALT TRAIL WITH BUFFER PER DPM	THROUGH PLATTED AREA	UNIVERSITY BLVD	SOUTH DIVERSION CHANNEL	/	/	/
△		10' ASPHALT TRAIL	10' MULTI-USE ASPHALT TRAIL WITH BUFFER PER DPM	SOUTH DIVERSION CHANNEL RIGHT OF WAY	NORTH EDGE OF TRACT 8	GIBSON BLVD SE	/	/	/
							/	/	/

AGENT/OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS					
BRIAN C. PATTERSON PREPARED BY:	11/8/2011 DATE	<i>[Signature]</i> DRB CHAIR	11-9-11 DATE	<i>Carol S. Dumont</i> PARKS & RECREATION SERVICES Recreation	11-9-11 DATE		
BOHANNAN HUSTON INC FIRM:		<i>[Signature]</i> TRANSPORTATION DEVELOPER	11-09-11 DATE	<i>Antonio G. Chaves</i> CITY ENGINEER	11-9-11 DATE		
SIGNATURE		<i>[Signature]</i> ABCWUA	11/09/11 DATE				
MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION	ENGINEER'S CERTIFICATION OF THE GRADING PLAN IS REQUIRED FOR RELEASE OF THE SIX AND FINANCIAL GUARANTEE					DATE	

DESIGN REVIEW COMMITTEE REVISIONS						
REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT/OWNER		
△	00000000 7/7/2023	<i>[Signature]</i>	Cheryl Somerfeldt, Parks & Recreation	<i>[Signature]</i>		



PLAT OF
**UNM GIBSON
 COMMERCIAL DISTRICT**
 (A REPLAT OF TRACTS A & B,
 EVER READY SUBDIVISION
 TRACTS 4 & 5, GIBSON TRACTS
 AND TRACT A, 40/25 ASSOCIATES SUBDIVISION)
 AND UNPLATTED LAND IN SECTION 28, T10N, R3E
 ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
 DECEMBER, 2011



DOCH 2011119138
 12/22/2011 09:23 AM Page 2 of 4
 PLAT # 16469 30' 2011C 3' 0336 N. Toulson 01/16/11, Bernalillo CO

10' Multi-Use Trail requested along
 South Diversion Channel Right of
 Way.

10' Multi-Use Trail requested from
 University to South Diversion
 Channel.

LEGEND

---	SUBDIVISION BOUNDARY LINE
---	NEW LOT LINE
---	CENTERLINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	ADJOINING PROPERTY LINE
---	EXISTING (OLD) LOT LINE TO BE ELIMINATED WITH THE FILING OF THIS PLAT
---	RIGHT OF WAY
---	ZONE BOUNDARY LINE
PUE	PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
▲	CITY OF ALBUQUERQUE CONTROL MONUMENT
●	CENTERLINE MONUMENT TO BE INSTALLED
●	#5 REBAR WITH YELLOW PLASTIC SURVEY CAP STAMPED "GIBSON/AT&T PG 16469"
○	FOUND REBAR AS NOTED
✕	FOUND CHISELED MARK IN CONCRETE
○	FOUND REBAR/CAP AS NOTED
○	FOUND NAIL AND SHINER
○	FOUND IRON PIPE AS NOTED
○	FOUND BRASS CAP AS NOTED

Bohannon & Huston
 Surveyors
 16469
 1500 Jefferson St. NE Albuquerque, NM 87109-4335