

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Casitas del Camino

Project Number: CPN 660265

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 AHA Housing Development Corporation ("Developer"), a New Mexico nonprofit corporation, whose email address is lbridge@abqha.org, whose address is 1840 University Blvd. SE (Street or PO Box) Albuquerque, NM (City, State), 87106 (Zip Code) and whose telephone number is (505) 764-3999, 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:

LEGAL DESCRIPTION TRACT A:

A TRACT OF LAND LOCATED IN THE CITY OF ALBUQUERQUE, TOWN OF ATRISCO GRANT, WITHIN PROJECTED SECTION 23, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO BEING COMPRISED OF LOTS 6 THROUGH 14, BLOCK 2, METZ-ROBERTSON ADDITION, BEING FILED FOR RECORD IN PLAT BOOK C1 PAGE 10, DOCUMENT NUMBER 1945084534 AND LOTS 1 THROUGH 15 AND LOTS 17 THROUGH 32, PATLILLY SUBDIVISION, BEING FILED IN FOR RECORD IN PLAT BOOK C18 PAGE 64, DOCUMENT NUMBER 1981022667, RECORDS OF BERNALILLO COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF 60TH STREET, POINT BEING THE NORTHEAST CORNER OF TRACT A OF PLAT TITLED "LAND DIVISION OF LAND IN AIRPORT UNIT", BEING FILED FOR RECORD IN MAP BOOK B8, FOLIO 175;

THENCE SOUTH 14°48'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF 60TH STREET, A DISTANCE OF 238.42 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749" AND THE POINT OF BEGINNING;

THENCE SOUTH 14°48'47" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET TO A FOUND REBAR WITH ALUMINUM CAP AND TAG STAMPED "RAF 6126";

THENCE SOUTH 15°06'00" EAST, A DISTANCE OF 99.72 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749", WHENCE A TIE FOR A CITY OF ALBUQUERQUE CONTROL STATION "2_L10" BEARS SOUTH 24°31'52" WEST, A DISTANCE OF 4939.82 FEET;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY, SOUTH 75°06'49" WEST, A DISTANCE OF 394.35 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE NORTH 14°54'02" WEST, A DISTANCE OF 587.26 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749"

THENCE NORTH 75°11'13" EAST, A DISTANCE OF 125.00 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE NORTH 14°48'47" WEST, A DISTANCE OF 13.00 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE NORTH 75°11'13" EAST, A DISTANCE OF 85.10 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE SOUTH 14°48'47" EAST, A DISTANCE OF 50.10 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

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AGRE R:\$25.00 Michelle S. Kavanaugh, Bernalillo County



THENCE NORTH 75°09'55" EAST, A DISTANCE OF 184.65 FEET TO THE POINT AND PLACE OF BEGINNING;
SAID TRACT CONTAINING 226,111 SQUARE FEET OF 5.17 ACRES MORE OR LESS.

LEGAL DESCRIPTION TRACT B:

A TRACT OF LAND LOCATED IN THE CITY OF ALBUQUERQUE, TOWN OF ATRISCO GRANT, WITHIN PROJECTED SECTION 23, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO BEING COMPRISED OF LOTS 6 THROUGH 17 OF METZ-ROBERTSON ADDITION, THE SAME AS SHOWN ON THE SUBDIVISION PLAT FILED DECEMBER 29, 1945 IN MAP VOLUME C1, FOLIO 10, RECORDS OF BERNALILLO COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF 60TH STREET, POINT BEING THE NORTHEAST CORNER OF TRACT A OF PLAT TITLED "LAND DIVISION OF LAND IN AIRPORT UNIT", BEING FILED FOR RECORD IN MAP BOOK B8, FOLIO 175;

THENCE SOUTH 44°43'09" EAST, A DISTANCE OF 100.28 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749" ON THE EASTERLY RIGHT-OF-WAY LINE OF 60TH STREET AND THE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 75°11'13" EAST, A DISTANCE OF 185.00 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE SOUTH 14°48'47" EAST, A DISTANCE OF 600.00 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749";

THENCE SOUTH 75°11'13" WEST, A DISTANCE OF 185.00 FEET TO A SET #4 REBAR WITH CAP STAMPED "NATERA 27749" AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF 60TH STREET;

THENCE NORTH 14°48'47" WEST ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 600.00 FEET TO THE POINT AND PLACE OF BEGINNING;

SAID TRACT CONTAINING 2.55 ACRES MORE OR LESS.

recorded on 02/28/2025, attached, pages 1 through 3, as Document No.2025015667 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by Albuquerque Housing Authority ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Casitas del Camino describing Developer's Property ("Developer's Property").

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

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in the approved Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6 at no cost to the City. Although the Improvements are required, they are below the threshold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be

plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Hearing Officer ("DHO"), unless the DHO grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

5. Surveying, Inspection and Testing. The City recommends that all improvements be inspected, surveyed and tested by a registered engineer or surveyor in accordance with all applicable laws, ordinances, and regulations. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

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

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

Type of Financial Guaranty: Infrastructure Improvement Bond No. GSB5300069
Amount: \$ 124,576.40
Name of Financial Institution or Surety providing Guaranty:
The Gray Casualty & Surety Company
Date City first able to call Guaranty (Construction Completion Deadline):
June 30, 2027
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is: N/A
Additional information: _____

7. Completion, Acceptance and Termination. When the City receives the Developer's notice of completion, the City shall conduct a site visit to verify completeness and compliance with City standards and specifications (See DPM Chapter 2). If the completed infrastructure is acceptable, the City shall issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, and 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 Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

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

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

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

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

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

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

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

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

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

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

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

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

15. 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.

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.

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

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

DEVELOPER:

By [Signature]:

Name [Print]: Linda Bridge

Title: Executive Director

Dated: 10-30-2025

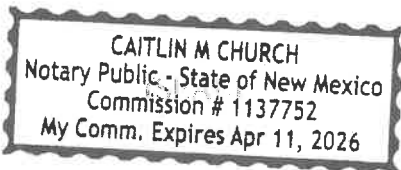
DEVELOPER'S NOTARY

STATE OF New Mexico)

) ss.

COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 30 day of October, 2025, by
[name of person:] Linda Bridge, [title or capacity, for
instance, "President" or "Owner":] Executive Director of [Developer:]
AHA Housing Development Corporation.



C Church
Notary Public
My Commission Expires: 4/11/2026

CITY OF ALBUQUERQUE

By:

Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date):

11/12/25

DS
KV

11/4/2025 | 1:40 PM MST

Initial
GS

11/7/2025 | 9:29 AM MST

CITY'S NOTARY

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

This instrument was acknowledged before me on this 12 day of November, 20 25
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

SEAL)

Renee C. Zamora
Notary Public

My Commission Expires: 11/24/25

STATE OF NEW MEXICO
NOTARY PUBLIC
Renee Costilla-Zamora
Commission No. 1136057
November 24, 2025

[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

STATE OF New Mexico)
) ss.

COUNTY OF Bernalillo)

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Albuquerque Housing Authority ("Owner"), of :

DESCRIPTION TRACT A:

A TRACT OF LAND LOCATED IN THE CITY OF ALBUQUERQUE, TOWN OF ATRISCO GRANT, WITHIN PROJECTED SECTION 23, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO BEING COMPRISED OF LOTS 6 THROUGH 14, BLOCK 2, METZ-ROBERTSON ADDITION, BEING FILED FOR RECORD IN PLAT BOOK C1 PAGE 10, DOCUMENT NUMBER 1945084534 AND LOTS 1 THROUGH 15 AND LOTS 17 THROUGH 32, PATLILLY SUBDIVISION, BEING FILED IN FOR RECORD IN PLAT BOOK C18 PAGE 64, DOCUMENT NUMBER 1981022667, RECORDS OF BERNALILLO COUNTY, NEW MEXICO

LEGAL DESCRIPTION TRACT B:

A TRACT OF LAND LOCATED IN THE CITY OF ALBUQUERQUE, TOWN OF ATRISCO GRANT, WITHIN PROJECTED SECTION 23, TOWNSHIP 10 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO BEING COMPRISED OF LOTS 6 THROUGH 17 OF METZ-ROBERTSON ADDITION, THE SAME AS SHOWN ON THE SUBDIVISION PLAT FILED DECEMBER 29, 1945 IN MAP VOLUME C1, FOLIO 10, RECORDS OF BERNALILLO COUNTY, NEW MEXICO,

hereby makes, constitutes and appoints AHA Housing Development Corporation ("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") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure 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

OWNER

By [Signature:]: 

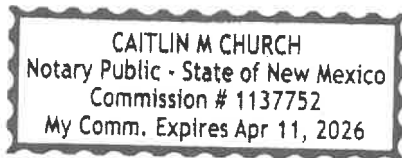
Name [Print]: Linda Bridge

Title: Executive Director

Dated: 10-30-2025

The foregoing Power of Attorney was acknowledged before me on October 30th,
2025 by [name of person:] Linda Bridge, [title or
capacity, for instance "President":] Executive Director of
[Owner:] Albuquerque Housing Authority
on behalf of the Owner.

(SEAL)




Notary Public

My Commission Expires: 4/11/2026

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] GSB5300069

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, AHA Housing Development Corporation ("Developer") a New Mexico Corporation as "Principal", and The Gray Casualty & Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Louisiana and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of One Hundred Twenty-Four Thousand Five Hundred Seventy-Six and 40/100 Dollars, (\$124,576.40), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Casitas del Camino ("Developer's Property"), City Project No. 660265; and

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

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: Public Sidewalk – West; Public Sidewalk – East; Private Entry Drive ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between AHA Housing Development Corporation and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on 11/12 (November 12th), 2025 as Document Number 20250 91713, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] GSB5300069

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] June 30, 2027 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 3rd day of November, 2025.

DEVELOPER – AHA Housing Development Corporation

By [signature:] [Signature]
Name: Linda Bridge
Title: Executive Director
Dated: 11-3-2025

SURETY – The Gray Casualty & Surety Company

By [signature:] [Signature]
Name: Matthew Clarke
Title: Attorney in Fact
Dated: 11/03/2025



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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSB5300069

Principal: AHA Housing Development Corporation

Project: Casas del Camino - Public Sidewalk - West; Public Sidewalk - East; Private Entry Drive

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Matthew L. Clarke, Juan Pablo Carrizo, and DC Johnston of Charleston, South Carolina jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

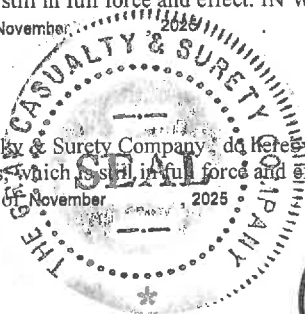
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of November, 2022.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 3rd day of November, 2022.

Leigh Anne Henican



CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

May 27, 2025

Type of Estimate: I.I.A. Procedure B Non Work Order with FG

Project Description:

Project ID #: 660265

Casitas del Camino

Requested By: Scott McGee

Approved Estimate Amount: \$ 77,515.77

Contingency Amount: 10.00% \$ 7,751.58

Subtotal: \$ 85,267.35

PO Box 1293

NMGRT: 7.625% \$ 6,501.64

Subtotal: \$ 91,768.98

Albuquerque

Engineering Fee: 6.60% \$ 6,056.75

New Mexico 87103

Testing Fee: 2.00% \$ 1,835.38

Subtotal: \$ 99,661.11

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 124,576.40

APPROVAL:

DATE:

5/27/2025

Notes: Plans not approved; non work order

CPN 660265

CASITAS DEL CAMINO CPN 660265
REVISED COST ESTIMATE
PREPARED BY SCOTT M MCGEE PE

5/24/2025

ITEM ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EST. COST	AS-BUILT QUANTITY	AS-BUILT COST
340.01	SDWK, 4" PCC	SY	639	69.55	44442.45		
340.02	DRVPD, 6" PCC	SY	54	99.98	5398.92		
340.03	VLY GUT & CURB, PCC	SY	45	104.33	4694.85		
340.05	CURB & GUT, STD, PCC	LF	185	31.21	5773.85		
343.08	CURB & GUT, PCC, R & D	LF	185	10.22	1890.7		
343.085	SDWK, 4" PCC, R & D	SY	453	13.91	6301.23		
343.09	DRVPD, PCC, R & D	SY	186	13.63	2535.18		
	SUBTOTAL				71037.18		
4.01	STKG	%	1.43		1015.832		
6.05	MOBILIZATION	%	4.26		3026.184		
19.01	TRAFF CONT & BARR	%	3.43		2436.575		
					77515.77		
	NMGRT	%					
	TOTAL				77515.77		



Estimate approved as basis of financial guaranty, May 27, 2025

Current DRC
Project Number 660265

FIGURE 12

Date Submitted: 8/28/2024
Date Site Plan Approved:
Date Preliminary Plat Approved:
Date Preliminary Plat Expires:
Project No.: PR-2021-008168
Application No.: SI-2024-01536

INFRASTRUCTURE LIST

EXHIBIT "A"

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

TRACTS A & B

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOTS 6-17 BLOCK 1 AND LOTS 6-14, BLOCK 2 METZ-ROBERTSON ADD'N AND LOTS 1-15 & 17-32 PATULLY SUBDIVISION
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.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
		5'	PUBLIC SIDEWALK - WEST	60TH STREET NW	S. PROPERTY LINE	N. PROPERTY LINE	/	/	/
		5'	PUBLIC SIDEWALK - EAST	60TH STREET NW	S. PROPERTY LINE	N. PROPERTY LINE	/	/	/
		26'	PRIVATE ENTRY DRIVE	PRIVATE STREET	60TH ST NW	WEST	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

SIA Sequence #	COA DRC Project #	Size
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA
Street Lights per City Requirements

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>

AGENT / OWNER DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Scott McGee NAME (print)	May 2, 2025	May 2, 2025
SMM PE, LLC FIRM	PLANNING - date	PARKS & GENERAL SERVICES - date
Scott McGee 5/2/25	TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
SIGNATURE - date	ABCWUA - date	HYDROLOGY - date
	CITY ENGINEER - date	May 2, 2025
		May 2, 2025

MAXIMUM TIME ALLOWED TO CONSTRUCT
THE IMPROVEMENTS WITHOUT A DRB
EXTENSION: _____

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT TOWNER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PAGE ____ OF ____

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

Receipt: 1656537

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	17
	Document #	2025091713
	# Of Entries	0
Total		\$25.00

Tender (Check)
Check# 145562
Paid By ALBUQUERQUE
HOUSING AUTHORITY
Phone # 5057643999
\$25.00

Thank You!
11/12/25, 10:17 AM MST rzelada



City of Albuquerque

Agreement Control Cover Page

The completed cover sheet should be included in e-signature envelopes

Agreement ID Number 2026_AGR_123946

Fiscal Year 2026

Subject: PLN-PL-Building and Dev Services-2026_AGR_123946-paper work for CPN 660265-AHA Housing Development Corporation

Dept. Contact Shadabi, Leila

505/924-3997

lshadabi@cabq.gov

AGREEMENT DETAILS

Sponsor Department: PLN

Division: PL-Building and Dev Services

Synopsis paper work for CPN 660265

Class Nonmonetary

Doc Type AGR- RE Agreement

Term (Years) 2.00

Total Amount 0.00

Begin Date 11/12/2025

End Date 6/30/2027

Council Approval Required?

N

Comments

Counter Parties

Entity Name(s) AHA Housing Development Corporation

Agreement Packet to be Verified By:
(Users to initial this page)

Authority	Name	Title	Timestamp
Department	Shadabi, Leila	Contract Specialist	

CONTRACT CONTROL FORM

PROJECT: 660265 **CONTACT PERSON:** Leila Shadabi

CCN: _____
(New/Existing) _____

Type of Paperwork IIA- Procedure B- No WO
Project Name/Description _____
(From CTS): Casitas del Camino
Developer/Owner/Vendor AHA (Albuquerque Housing Authority)

Contract Amount \$124,576.40 Contract Period: _____ - 07/30/2027

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>11/4/2025 1:40 PM MST</u>
Legal Department	<u>[Signature]</u>	<u>11/7/2025 9:29 AM MST</u>
City Engineer	<u>[Signature]</u>	<u>11/12/25</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk 11/12/2025 [Signature]