

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Lots 24-A & 24-B, Alvarado Gardens
Project Number: 771682

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 Las Ventanas NM, Inc. ("Developer"), a New Mexico corporation, whose email address is tscott@lasventanasnm.com, whose address is 8330-A Washington Place NE, Albuquerque, New Mexico 87112 and whose telephone number is 505-362-6824, 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 South one-half (1/2) of Lot 24, Alvarado Gardens, recorded on August 15, 1932, in Plat Book C02, Page 010, as Document No. 1932081532 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 Steven R. Chamberlin and Susan Chamberlin ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Lots 24-A & 24-B, Alvarado Gardens, 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 **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before June 1, 2024 ("Construction Completion Deadline"), at no cost to the City. Although the Improvements are required, they are below the thresh hold 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. For Agreement tracking purposes, this is Project No. 771682.

Doc# 2022067272

07/19/2022 09:52 AM Page: 1 of 14
AGRE R:\$25.00 Linda Stover, Bernalillo County



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

3. Albuquerque Bernalillo County Water Utility Authority. 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 Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

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

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

Type of Financial Guaranty: Cashiers Check
Amount: \$ 10,338.19
Name of Financial Institution or Surety providing Guaranty:
 Sandia Laboratories Federal Credit Union Date City
first able to call Guaranty (Construction Completion Deadline):
 June 1, 2024 If Guaranty is
a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is:
 Additional
information:

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

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the

Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

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

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

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

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

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

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

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

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater

infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

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

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

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

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

the execution hereof or contemporaneous herewith.

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


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

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

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

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

DEVELOPER:

By [Signature]: 
Name [Print]: Scott Ashcraft
Title: President
Dated: 6/29/22

DEVELOPER'S NOTARY

STATE OF NM)
COUNTY OF Bernalillo) ss.

STATE OF NEW MEXICO
NOTARY PUBLIC
Brenda Sakelaris
Commission No. 1135669
October 06, 2025

This instrument was acknowledged before me on this 29th day of June, 2022, by
[name of person:] Brenda Sakelaris, [title or capacity, for instance,
"President" or "Owner":] _____ of [Developer:] _____.


Notary Public
My Commission Expires: 10/06/2025

(SFAI)
CITY OF ALBUQUERQUE
By: _____

CITY OF ALBUQUERQUE

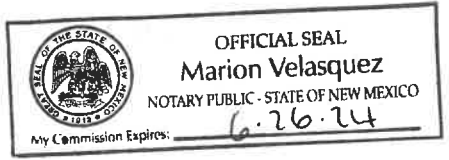
By: DocuSigned by: DS
BMR
Shahab Biazar
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 7/18/2022 | 4:01 PM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 18th day of July, 2022,
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: June 26, 2024

[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:] Steven R. Chamberlin and Susan Chamberlin ("Owner"), of [address:] 2217 Matthew Avenue N.W., [City:] Albuquerque, [State:] New Mexico [zip code:] 87104, hereby makes, constitutes and appoints [name of Developer:] Las Ventanas NM, 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") 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 Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: [Signature]

Name [Print]: Steven R. Chamberlin

Title: Owner

Dated: 6.21.22

[Signature]

Susan M. Chamberlin

Owner

6.21.22

The foregoing Power of Attorney was acknowledged before me on June 21
2022 by [name of person:] Steven R. Chamberlin and Susan M. Chamberlin, [title or capacity, for
instance "President":] _____ of [Owner:]
_____ on behalf of the Owner.

(SEAL)



[Signature]
Notary Public

My Commission Expires: October 31, 2024

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

June 7, 2022

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

Project Description:

Project ID #: 771682 Lots 24A and 24B, Alvarado Gardens

Requested By: Tim Aldrich

Approved Estimate Amount: \$ 5,057.92

Contingency Amount: 30.00% \$ 1,517.38

Subtotal: \$ 6,575.30

PO Box 1293

NMGRT: 7.875% \$ 517.80

Subtotal: \$ 7,093.10

Albuquerque

Engineering Fee: 6.60% \$ 468.14

NM 87103

Testing Fee: 10.00% \$ 709.31

Subtotal: \$ 8,270.56

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 10,338.19

APPROVAL:

DATE:

Notes: Non work order agreement.

145387 / M 6927464-C

THIS CHECK HAS A COLORED BACKGROUND, CHEMICAL REACTIVE PAPER, MICROPRINT BORDER AND TRUE WATERMARK



Sandia Laboratory
Federal Credit Union

3070

P.O. Box 23040, Albuquerque, NM 87192-1040
505.293.0500 or 800.947.5328

CASHIER'S CHECK

Payable through BOKF, NA
Eufaula, OK
49-55/1031

NO. **2695388**

PAY

DATE **06/30/2022**

*** TEN THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS AND 19 ***
CENTS ***

AMOUNT \$10,338 Dollars 19 cents

AMOUNT
\$10,338.19

TO THE
ORDER
OF

City Of Albuquerque

MEMO

CPN # 771682

Richardson

AUTHORIZED SIGNATURE

⑆ 2695388 ⑆ ⑆ 103100551⑆ 014001088493 ⑆

CPN 771682

Lots 24A + 24B

Alvarado Gardens

CITY OF ALBUQUERQUE INVOICE

City of Albuquerque

Reference Number: 2022195001-8
Date/Time: 07/14/2022 4:16:42 PM

Building Permits, Business Registrations,
Code Enforcement Permits and Planning Appl
ications
2022195001-8-1

Permit Information
Permit Number: SI-2022-01351
Permit Description: DRS003: Planning: Desi
gn Review & Construction (Site Improvement
Plan)
Name: LAS VENTANAS NM, INC. - CU162226459
Amount: \$10,338.19

8330-A WASHINGTON PLACE NE

01351

26459

ption

Amount

inancial Guaranty Funds

\$10,338.19

Total: \$10,338.19

Total due for this invoice:

\$10,338.19

1 ITEM TOTAL: \$10,338.19

TOTAL: \$10,338.19

<http://posse.cabq.gov/posse/pub/lms/Default.aspx>

DUPLICATE RECEIPT 7/14/2022 4:17:26 PM

2nd St. NW, Albuquerque, NM 87102

Check \$10,338.19

Bank Account #: *****8493

Check Number: 2695388

Bank Routing #: *****0551

Address:

Total Received: \$10,338.19



Thank you for your payment.

TTOM PORTION OF THIS INVOICE NOTICE WITH PAYMENT

Current DRC
Project Number:

Date Submitted: 05-05-2022
 Date Site Plan Approved:
 Date Preliminary Plat Approved:
 Date Preliminary Plat Expires:
 DRB Project No.: PR-2022-006762
 DRB Application No.:

INFRASTRUCTURE LIST

EXHIBIT "A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
LOTS 24-A & 24-B, ALVARADO GARDENS

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN
 A tract of land situate within the Town of Albuquerque Grant, projected Section 6, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being the West 85 feet of the South 1/2 of Lot 24, Alvarado Gardens, as the same is shown and designated on said plat, filed for record in the office of the County Clerk of Bernalillo County, New Mexico, on August 15, 1932, in Plat Book CO2, Page 010, and by Warranty Deed, filed July 29, 2011, as Document No. 2011069432, and containing 0.5327 acres more or less.

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION




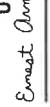


Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant 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 Enst Engineer
			Paving				/	/	/
		20'	R&D Std C&G-driveway	2217 Matthew Ave NW	middle of lot		/	/	/
		20'	Std C&G	2217 Matthew Ave NW	middle of lot		/	/	/
		20'	R&D 3.5' Sidewalk	2217 Matthew Ave NW	middle of lot		/	/	/
		20'	3.5' Sidewalk	2217 Matthew Ave NW	middle of lot		/	/	/
		20' x 148'	Driveway-crusher fines	2217 Matthew Ave NW	along west property line		/	/	/
					from back of sidewalk north		/	/	/
			WATER				/	/	/
			SANITARY SEWER				/	/	/
			DRAINAGE				/	/	/

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

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector P.E.	City Cnst Engineer	
							/	/	
							/	/	
Approval of Creditable Items:							Approval of Creditable Items:		
Impact Fee Administrator Signature							Date	City User Dept. Signature	Date

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

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Timothy Aldrich NAME (print)		Jun 8, 2022
ALDRICH LAND SURVEYING FIRM	DRB CHAIR - date	Jun 9, 2022
05/05/2022 04/04/2022		Jun 9, 2022
SIGNATURE - date	TRANSPORTATION DEVELOPMENT - date	Jun 8, 2022
MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: N/A		Jun 8, 2022
	UTILITY DEVELOPMENT - date	Jun 8, 2022
		Jun 8, 2022
	CITY ENGINEER - date	
		Jun 9, 2022
	PARKS & GENERAL SERVICES - date	Jun 9, 2022
		Jun 9, 2022
	Code Enforcement - date	

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	AGENT / OWNER

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

Receipt: 1365600

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2022067272
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 4170
Paid By LAS VENTANAS NM INC
Phone #505-924-3996

Thank You!

7/19/22 9:52 AM vgarza