

PLAN SNAPSHOT REPORT IIA-EXT-2025-00009 FOR CITY OF ALBUQUERQUE

Work Class: IIA Extension District: City of Albuquerque Exp Date: NOT AVAILABLE

Status: Fees Due Square Feet: 0.00 Completed: NOT COMPLETED

Valuation: \$0.00 Assigned To: Approval Expire Date:

Description: We are requesting an extension to the Subdivisions Improvement Agreement # 631998. Added

PR-2023-008387 to this project in the notes.

 Parcel:
 101305828313931110
 Main
 Address:
 1623 Central Ave Nw
 Main
 Zone:

Albuquerque, NM 87104

Applicant Owner/Developer Agent
Jay Rembe Jack Rembe Kenny Myers

1716 Central Ave SW Suite A Mobile: (505) 850-5588 Mobile: (518) 364-9914

Suite A

Albuquerque, NM 87104 Business: (505) 453-7164 Mobile: (505) 453-7164

Plan	Custom	Fields
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Linked DRC Number	PR-2022-006844 PR-2023-008387	Linked Preliminary/Finalwww.rembedesign.com Plat or Site Plan		Existing Project Number(s)	Project Number #631998
Proposed Zoning	MX-M	Number of Existing Lo	ts1	Number of Proposed Lots	1
Total Area of Site in Acres	0.5	Site Address/Street	1623 Central Avenue, NW Albuquerque, NM 87104	Site Location Located Between Streets	Between Laguna Blvd & San Pasqual.
Case History		New Construction Completion Deadline	Apr 28 2026 12:00AM	Do you request an interpreter for the	No

hearing?

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Jay_Rembe_5/1/2025.jpg	05/01/2025 10:36	Rembe, Jay		Uploaded via CSS

Invoice No.	Fee		Fee Amount	Amount Paid
INV-00020066	Technology Fee - Plan Review		\$24.50	\$0.00
	IIA Extension		\$350.00	\$0.00
		Total for Invoice INV-00020066	\$374.50	\$0.00
		Grand Total for Plan	\$374.50	\$0.00

Meeting Type	Location	Scheduled Date	Subject
DET Meeting v 1	Zoom	05/14/2025	DFT

Workflow Step / Action Name	Action Type	Start Date	End Date	
Application Screening v.1		05/06/2025 11:20	05/06/2025	11:34
Associate Project Number v.1	Generic Action		05/06/2025	11:20
Screen for Completeness v.1	Generic Action		05/06/2025	11:20
Verify Payment v.1	Generic Action		05/06/2025	11:34
Application Review v.1		05/06/2025 11:34		
DFT Meeting v.1	Hold Meeting	05/06/2025 11:34	05/06/2025	11:34
IIA Extension v.1	Receive Submittal			
DFT Comments Submittal v.1	Generic Action			
Notice of Decision v.1				
Upload Notice of Decision v.1	Generic Action			

Doc# 2023012679



INFRASTRUCTURE IMPROVEMENTS AGREEMENT (Procedure B)

AGREEMENT TO CONSTRUCT PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: GRIEGOS FARMS

Project Number: 669982

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 <u>GRIEGOS FARMS, LLC</u> ("Developer"), a <u>NEW MEXICO LIMITED LIABILITY COMPANY</u>, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is <u>rembe@rembedesign.com</u>, whose address is <u>1716 Central Ave SW, Suite A</u> (Street or PO Box) <u>Albuquerque</u> (City, State), <u>NM 87104</u> (Zip Code) and whose telephone number is <u>505-243-0188</u>, 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 [existing legal description:] ____Section 31, Township 11 North, Range 3 East, N.M.P.M, City of Albuquerque, including Tracts 144-A-1 and 144-B-2 as shown on the Middle Rio Grande Conservancy District Map No. 31 together with Tract 2 of the Bulk Land Plat of Tracts, Our Lady of Guadalupe __ recorded on __6/21/2022 _, Book ____2022C _ Folio __60 _ 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 [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] ___Griegos Farms, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as <u>GRIEGOS FARMS</u> describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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 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. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development

1

Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer.

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 ("ABCWUA") and Albuquerque Metropolitan Arroyo Flood Control Authority ("AMAFCA"). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.
 - 4. Work Order Requirements. The City agrees to issue a Work Order after:
- A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process.
- B. The Developer 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:

Type of Fee	Amount	
Engineering Fee	3.6%	
Street Excavation and Barricading	As required per City-approved	
Ordinance and street restoration fees	estimate (Figure 4)	

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

C. The Developer must procure a New Mexico licensed Contractor to construct the

improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

- 5. <u>Surveying, Inspection and Testing</u>. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:
- A. <u>Construction Surveying</u>. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. 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.
- B. <u>Construction Inspection Methods</u>. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.
- C. <u>Field Testing.</u> 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. 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.
- D. <u>Additional Testing</u>. 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. <u>Financial Guaranty</u>. 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: <u>Infrastructure Bond</u>
Amount: \$ \$757,137.84
Name of Financial Institution or Surety providing Guaranty: The Ohio Casualty
Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
February 3, 2025
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is:
Additional information:

- 7. <u>Notice of Start of Construction</u>. 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. <u>Conveyance of Property Rights</u>. 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. <u>Reduction of Financial Guaranty Upon Partial Completion</u>. 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. <u>Loan Reserve Financial Guaranty</u>. 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. <u>Indemnification</u>. 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. <u>Assignment</u>. 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. <u>Release</u>. 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. <u>Binding on Developer's Property</u>. 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 <u>Developer</u> 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. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 19. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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. <u>Form Not Changed</u>. 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. <u>Authority to Execute</u>. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

DEVELOPER: GRIEGOS FARMS, LLC	
By [Signature]:	
Name [Print]: Jay Rembe	
Title: MEWSE	
Dated: 2/28/2023	
DEVELOPER'S NOTARY	
STATE OF New Mexico	
COUNTY OF Banalila) ss.	
This instrument was acknowledged before	me on this 2 day of February, 2023, by
[name of person:] Jay Rembe	, [title or capacity, for instance,
"President" or "Owner":]	of
[Developer:] Oriegos forus, L	LC
	dwan trues
Commission Expires 28 December, 2025 My Commission Expires 28 December, 2025	Notary Public
Nram Penner	Mr. Commission Ermines 12/27/2025
NOTARY PUBLIC	My Commission Expires: 13/27/2025
STATE OF NEW MEXICO	
STATE OF NEW MEXICO	
NOTARY PUBLIC Avram Penner	
TATION I CHIEF	

Commission Number 1121276 My Commission Expires 27 December, 2025

CITY OF ALBUQUERQUE:	
By: Shahab Biazar, P.E., City Engineer	BMK
Agreement is effective as of (Date):	23 7:48 AM MST
CIT	TY'S NOTARY
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO) ss.	
This instrument was acknowledged before	e me on this <u>18+</u> day of <u>March</u> , 20 <u>23</u> ,
by Shahab Biazar, P.E., City Engineer of the C	city of Albuquerque, a municipal corporation, on behalf of
said corporation.	Rachael Minanda Notary Public
OFFICIAL SEAL Rachael Miranda NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 11-9-2025	My Commission Expires: 11-9-2025

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

INFRASTRUCTURE BOND (Procedure B)

Bond No. 906225870

INFRASTRUCTURE IMPROVEMENT BOND KNOW ALL PERSONS BY THESE PRESENTS: That we GRIEGOS FARMS, ("Developer") a NEW MEXICO LIMITED LIABILITY COMPANY "Principal", and The Ohio Casualty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Hampshire 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 [written amount:] Seven Hundred Fifty Seven Thousand One Hundred Thirty Seven Dollars and Eighty Four Cents, ([amount in figures:] 757,137.84), 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 [name of Developer's Property:] GRIEGOS FARMS, LLC ("Developer's Property"), City Project No. 669982; 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: [list the improvements, e.g., water, sewer, pavement, sidewalks:] New Water and Sewer Mains and Minor Intersection Improvements per the approved Infrastructure List dated December 19, 2022 ("Improvements") All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of GRIEGOS FARMS, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on February 27, 2023 as Document Number , as amended by change order or amendments to the agreement.

Bond No. 906225870

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:] <u>February 3</u>, 20_25 ("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 27th day of February, 2023.

DEVELOPER

By [signature:]

Name: GRIEGOS FARMS, LLC

Title: Member

Dated: $\frac{2}{27}$ $\frac{202}{202}$

SURETY The Ohio Casualty Insurance Company

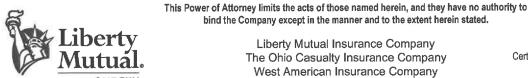
By [signature:] _______Name:John Hansen

Title: Attorney-In-Fact

Dated: February 27, 2023

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

LMS-12873 LMIC OCIC WAIC Multi Co 02/21



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

Certificate No: 8205631-974266

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie	
Martinez; Debra Stiles; Dolores Silva; Frederic Brennan; Gabriel A. Portillo; John Hansen; Katherine A. Yeager; Ryan Brennan; William Raskob	
all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May , 2021 .	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company	utual.com.
County of MONTGOMERY ss	T M
On this 21st day of May , 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	R@libe
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.)SC
Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries By: Teresa Pastella, Notary Public Teresa Pastella, Notary Public	40 or email HC
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV – OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such	please call 610-832-8240 or email HOSUR@libertymutual.com
instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	plea
ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	
Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.	
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.	
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this27day ofFebruary,2023	
1912 CORPORATION 1919 CORPORATION 1991 C	

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

January 24, 2023

Type of Estimate: I.I.A. Procedure B with FG -- Non work order

Project Description:

Project ID #: 669982 Griegos Farms

Requested By: Jeff Wooten

Approved Estimate Amount: \$ 470,571.00

Continency Amount: 10.00% \$ 47.057.10

Subtotal: \$ 517,628.10

PO Box 1293 NMGRT: 7.750% \$ 40,116.18

Subtotal: \$ 557,744.28

Albuquerque Engineering Fee: 6.60% \$ 36,811.12

New Mexico 87103 Testing Fee: 2.00% <u>\$ 11,154.89</u>

Subtotal: \$ 605,710.29

www.cabq.gov FINANCIAL GUARANTY RATE: 1,25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 757,137.84

APPROVAL: DATE:

Notes: Plans not yet approved. Non work order

Date Site Plan Approved: FIGURE 12 Project Number: Current DRC

INFRASTRUCTURE LIST

EXHIBIT "A" (Rev. 9-20-05)

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

Jate Preliminary Plat Approved:	Date Preliminary Plat Expires:	DRB Project No.: PR-2021-00626	DRB Annlination No. SD-2022-00179
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Date Submitted: 10/7/2022

GRIEGOS FARMS

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Tract 2, Our Lady of Guadalupe and Tracts 144-A-1, 144-B-2, MRGCD Map No 31 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 unforessen items have not been included in the infrastructure listing, 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 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 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 close out by the City.

						Const	Construction Certification	fication
Financially Constructed	Size	Type of improvement	Location	From	То	Private	ate	City Cnst
		PHASE 1	PHASE 1 IMPROVEMENTS			Dandell	ų.	Engineer
	NA	Reconstruct Existing Curb Cut Including	Guadalupe Church Rd			_	-	-
	5 0	PVC Water Line	er Silegus Private Access Road	Ex 8" WL +/-430'	South end of Lot 4	_	_	_
	6 0	PVC Water Line	(Guadalupe Church Rd) East West Private Road	South of Griegos Tee into the above	East end of Esmt	-	_	_
	gol	PVC Sanitary Sewer Line (Gravity)	Serving Lots 5-8 Private Access Road	8" PVC Water Line Existing Manhole	to Serve lots 5-8 South end of Lot 4	_	,	,
	āoļ	PVC Sanitary Sewer Line (Gravity)	(Guadalupe Church Rd) East West Private Road	in Griegos Rd Above SAS Line in	East end of Esmt	,	,	
			Serving Lots 5-8	Guadalupe Church	to serve Lots 5-8	1	_	_
	Water Infi	Water Infrastructure to include Valves, Fittings, Valve Boxes, and Fire Hydrants as Required	ind Fire Hydrants as Required			,	_	-
	Sanitary 9	Sanitary Sewer to include Manholes and Service Connections as required.	as required.					
	Certified (Certified Grading and Drainage (Non Work Order Item) required for SIA / Financial Guarantee Release	d for SIA / Financial Guarante	e Release		_	_	
							_	

			Const	Construction Certification	fication	
Location	From	To	Private	ate	City Cust	
			Inspector	P.	Engineer	
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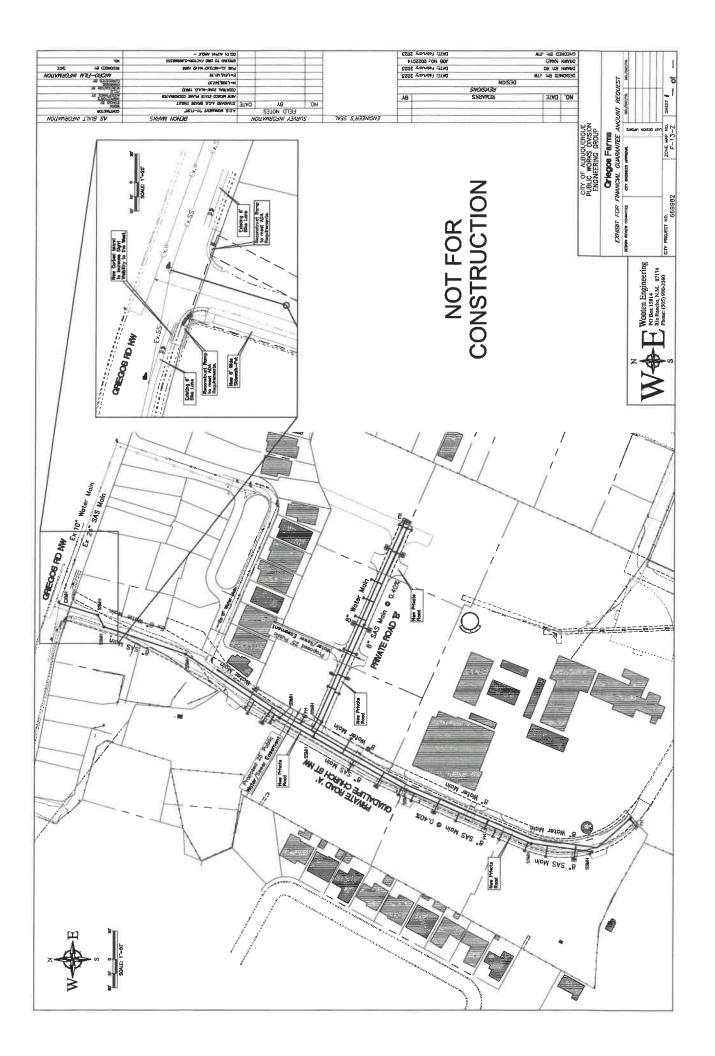
Type of Improvement

Size

Constructed Under DRC#

Financially Guaranteed DRC # PAGE_2_OF_3__

The Items listed below are on the CCIP and approved for Impact Fee The Items listed below are subject to the standard SIA requirements.	n the CCIP and app.	credits.	ne Impact Fee Administrator	and the City User Departm	ent is required pri	Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing.	ting.
Financially Constructed						Construction Cartification	flon
	Size	Type of improvement	Location	From	Ę	Construction Certifica	uon.
		•			!	P. H.	Engineer
						/ /	_
	r						
	_					1	-
						-	
	1			Approval of Creditable Items:	ij	Approval of Creditable Items;	
				Impact Fee Admistrator Signature	nature Date	City User Dept. Signature	Date
	H tho eito is	NOTES He site is located in a floodolain than the financial missesses will not be released until the COME :- COME :-	NOTES				
-		Street lights	Street lights per City rquirements.				
5							
AGENT / OWNER	R		DEVELOPMENT REVIEW	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	VALS		
JEFFREY T. WOOTEN	OTEN	Support S	Dec 19, 2022	Church Some	Ush	Dec 19, 2022	
NAME (print) OD FEN ENGINEERING	EERING	Ernest Ournits	3 - date Dec 19, 2022	PARKS 8	PARKS & RECREATION - date	ate	
4	12/9/2022	TRANSPORTATION DE	NSPORTATION/DEVELOPMENT - date Dec 21, 2022	AM Plan	AMAFCA - date	Dec 19, 2022	
SIGNATURE - date	ate	UTILITY DEVELOPMENT - date	PMENT - date Dec 19, 2022	CODE	CODE ENFORCEMENT - date	ite .	
>		CITY ENGINEER - date	ER - date	l.	- date		
		DESIGN REVIE	DESIGN REVIEW COMMITTEE REVISIONS				
REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AENT	AGENT	AGENT /OWNER	



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

Receipt: 1419035

Product AGRE	Name Agreement # Pages Document # # Of Entries	\$25.00 16 2023012679 0 \$25.00
Total		\$25.00
Tende Check Paid f Phon	3y griegos 1188	; Ilo

Thank Youl

3/3/23 9:15 AM msouchet

REMBE

urban design + development

April 30, 2025 To Whom it May Concern Planning Department 600 Second Street NW Albuquerque, NM 87102

Re: Request to Extend the Subdivision Improvement Agreement for 1623 Central Ave., Alb. NM 87104

To whom it may concern:

The purpose of this letter is to request an extension of the Subdivision Improvement Agreement (631988) for the above referenced property.

We are requesting the extension due to delays in neighborhood appeal which we are accommodating. This required redesigning the building including structural, mechanical, electrical and plumbing.

We are currently under construction and thus are not anticipating any further delays.

Please contact me if you have any questions or require any additional information.

Sincerely,

Jay Rembe

Rembe Silver Lofts, LLC

au Rembe

REMBE

urban design + development

April 30, 2025

To Whom it May Concern Planning Department 600 Second Street NW Albuquerque, NM 87102

Re: Request to Extend the Subdivision Improvement Agreement for 1623 Central Ave., Alb. NM 87104

To whom it may concern:

Notice of Decision not required for this project.

Sincerely,

yay Rembe

Rembe Silver Lofts, LLC

ay Rembe



ZONE ATLAS J-13-Z

PURPOSE OF PLAT:

THE PURPOSE OF THIS PLAT IS LOT CONSOLIDATION (TO CREATE ONE LOT FROM THREE LOTS) AND TO GRANT ANY EASEMENTS AND VACATE ALL EASEMENTS AS SHOWN HEREON.

NOTES:

ALL DISTANCES SHOWN ARE GROUND DISTANCES.

ALL SET POINTS ARE IDENTIFIED AS, "SET", ARE 5/8" REBAR WITH BLUE PLASTIC CAP STAMPED "PS 21082", AND DEPICTED AS NOTED UNLESS OTHERWISE INDICATED.

4. BEARINGS AND DISTANCES IN () ARE RECORD

5. FEMA FLOOD ZONE DESIGNATION: ZONE X

SUBDIVISION DATA:

PLAT OF TRACTS 108-A, 107-8 AND 107-C FOUND IN M.R.G.C.D. MAP 38, RECORDED JANUARY 2019 AND AUGUST 2020.

THIS TISTER TRACTOR OF WAY SURVEY BY WILSON AND COMPANY, DOCR2010050793 ALTANSOM SURVEY BY QUEST SURVEYS OF TRACTS 109-A, 107-8 AND 107-C FOUND IN M.R.G.C.D. MAP 3, UNRECORDED.

SOLAR COLLECTION NOTE:

PER SECTION 14-14-4-7 OF THE SUBDIVISION ORDINANCE

NO PROPERTY WITHIN THE AREA OF THIS PLAT SHALL AT ANY TIME BE SUBJECT TO DEED RESTRICTION, COVERNATY OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTIONS FROM BEINGI BITSTALE DO N BUILDING OR BRING REFICE ON THE LOTS OF PARCELS WITHIN THE AREA OF THIS PLAT. THE FOREGOING REQUIREMENT SHALL BE A COMDITION OT THE APPROXIA OF THIS PLAT.

SHEET INDEX

PAGE 1 COVER PAGE 2 SUBDIVISION PLAT

LEGAL DESCRIPTION:

BEING A REPLAT OF PORTION OF TRACTS 107-B, 107-C, TOGETHER WITH TRACT 108-A FOUND IN M.R.G.C.D MAP 38, WITHIN PROJECTED SECTION 18, T. 10 N, R.3 E, N.M.P.M.TOWN OF ALBUQUERQUE GRANT CITY OF AUBUQUERQUE BERNALILLO COUNTY, NEW MEXICO.

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF

PUBLIC SERVICE COMPANY OF NEW MEXICO (PMM*), A NEW MEXICO CORPARTON, PMM* LECTRIC FOR THE ROTATION AND JOINT USE OF THE INSTALLAND MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMER, AND OTHER COUPMENT RELATED FACILITIES REASONABLY IN ECCESSARY TO PROVIDE ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES EASEMENTS AND ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES EASEMENTS. FOR ELECTRICAL SERVICES FOR ELECTRICAL SERVICES EASEMENTS FOR ELECTRICAL SERVICES FOR ELECTRICAL SERVICES FOR ELECTRICAL SERVICES EASEMENTS. FOR ELECTRICAL SERVICES FOR ELECTRICAL

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CENTURY, LIM AND COMAST DO NOT WARD OR RELEASE ANY ASSEMBLYS OR ANY EASEMENTS RIGHTS WHICH ANY
HAVE BEEN GRANTED BY A PRIOR PLAT, RE-PLAT OR ANY OTHER DOCUMENT AND WHICH ARE NOT
SHOWN ON THIS PLAT.

FREE CONSENT AND VACATION:

FREE COMENT AND VACATION PROPRIETOR(S) OF THE LAND HEREIN DESCRIBED AND BEING COMPRISED OF TRACTS SHOWN HEREON AND HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS HOWN AND THE SAME IS WITH THE FREE COMSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AMOON PROPRIETOR(S) AND SAID OWNER(S) AMOON PROPRIETOR(S) AND SAID OWNER(S) AMOON PROPRIETOR(S) THE PROPERTY AND THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPRIETOR OF THE PROPERTY OF THE PROPERTY OF THE PROPRIETOR OF THE PROPRIETOR

STATE OF NO. Mexico COUNTY OF Bend; (10) SS

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON UNIFORM PROPERTY CODE # (0/3/5/8/28/19/7/3/108 1013/95/8/28/14/3/10/9 1013/95/8/36/4/3/11/2

BERNALILLO COUNTY TREASURES OFFICE

June 1/10/2019

SURVEYORS CERTIFICATE. SURVEYORS CERTIFICATE

ID DAVID P ACOST A BEN MENUTO PROFESSIONAL SURVEYOR NO 2182 DO HEREBY CERTIFY THAT
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PLAT OF TRACT A

THE PEARL ADDITION BEING A REPLAT OF TRACTS 107-B 107-C TOGETHER WITH TRACT 106-A WITHIN PROJECTED SECTION 18, T 10 N, R 3 E, N.M.P.M. TOWN OF ALBUQUERQUE GRANT

CITY OF ALBUQUERQUE BERNALILLO COUNTY, NEW MEXICO FEBRUARY 2023

PROJECT NUMBER: PR. 2012 - 006 8 44 APPLICATION NUMBER: SD-2023-00000

CITY APPROVALS:	DATE
Loren N. Risenhoover P.S.	2/7/2023
CITY SURVEYOR	DATE
Emest armiyo	Jun 9, 2023
TRAFFIC ENGINEERING, TRANSPORTATION DIVISION	DATE
Van Steel	2/17/2023
M.R.G.C.D	. €ATE.
PARKS AND RECREATION DEPARTMENT	HYDROLOGYJUN 8, 2023
PARKS AND RECREATION DEPARTMENT	
Julia	2/4/2023
A.M.AFC.A	DAIL
Die Gull- ABCWUA	Jun 15, 2023
	Jun 22, 2023
CITY ENGINEER JAN	DATE
Tiesne Cha	Jun 8, 2023
HYDROLOĞY	DATE
Our Parlanter 6	Jun 8, 2023
REANNING DEPARTMENT	
H Pan CODE ENFORCEMENT	Jun 9, 2023
CODE ENFORCEMENT	DATE
UTILITY APPROVALS:	
RIGHT	JN 28 2023
PNM ELECTRIC SERVICES	DATE
CU SH	20 2023 DATE
NEW MELOO GAL	
Natalia Antonio	2/9/2023
QWEST CORPORATION D.B.A. CENTURY LINK QC	DÂTE
Mike Mortius	19/14/2023
COMCAST	DATE

M.R.G.C.D

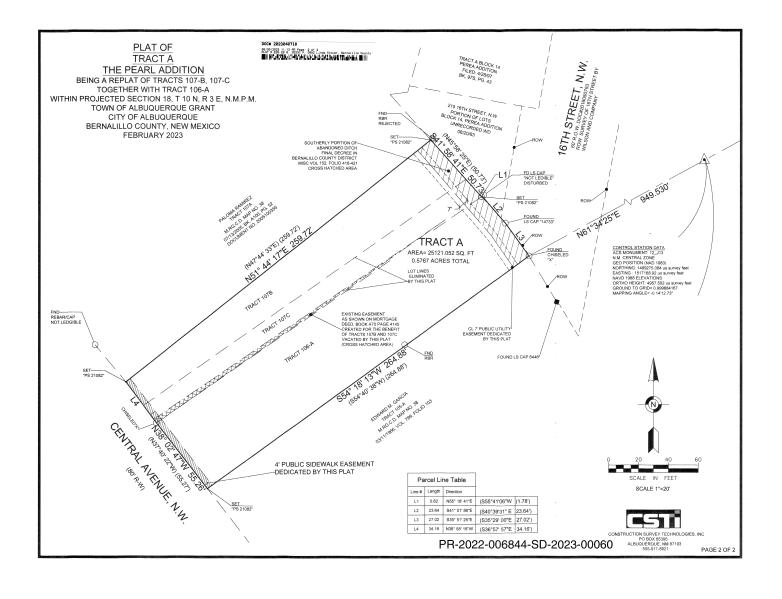


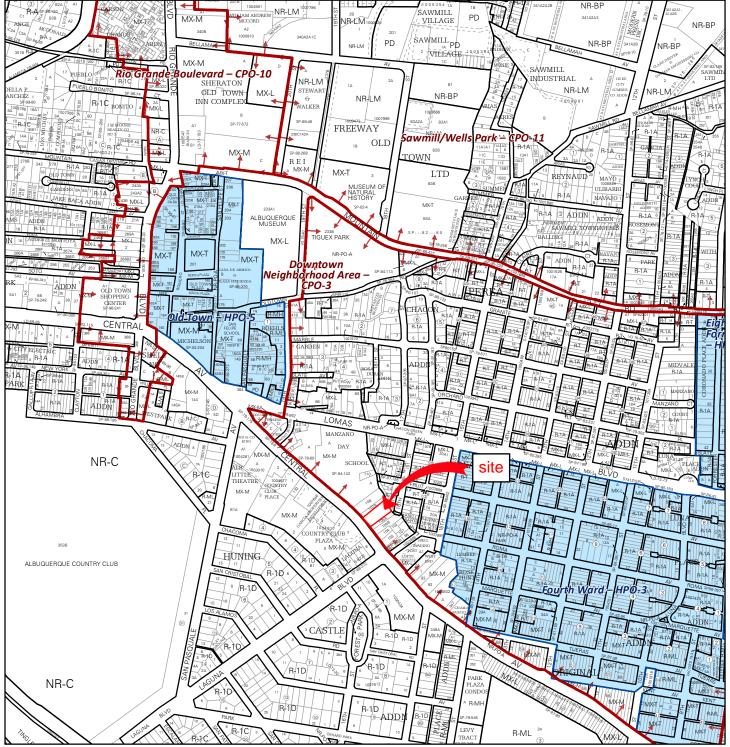
06/30/2023 11:13 8M Page: 1.0/ 2 PLAT R:525.00 8: 2025C F: 0062 Linda Stover, Dernallilo County



PR-2022-006844-SD-2023-00060

PAGE 1 OF 2





For more details about the Integrated Development Ordinance visit: http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance

