

## FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Your attendance is required.

### SKETCH PLAT REVIEW AND COMMENT

Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

- \_\_\_ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- \_\_\_ Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ Letter describing, explaining, and justifying the request
- \_\_\_ Scale drawing of the proposed subdivision plat
- \_\_\_ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements, if there is any existing land use

### MAJOR SUBDIVISION FINAL PLAT APPROVAL

Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

- \_\_\_ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- \_\_\_ Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ Proposed Final Plat
- \_\_\_ Design elevations & cross sections of perimeter walls
- \_\_\_ Landfill disclosure and EHD signature line on the plat if property is within a landfill buffer

### SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)

Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

- \_\_\_ A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- \_\_\_ Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)
- \_\_\_ Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- \_\_\_ Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way, and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use
- \_\_\_ Sidewalk Exhibit and/or cross sections of proposed streets
- \_\_\_ Proposed Infrastructure List, if applicable
- \_\_\_ Required notice with content per IDO Section 14-16-6-4(K)
  - \_\_\_ Office of Neighborhood Coordination inquiry response and proof of emailed notice to applicable Neighborhood Association representatives, copy of notification letter, completed notification form(s), and proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
- \_\_\_ Sensitive Lands Site Analysis for new subdivisions of land in accordance with IDO Section 5-2(C)
- \_\_\_ Landfill disclosure and Environmental Health Department signature line on the plat if property is within a landfill buffer

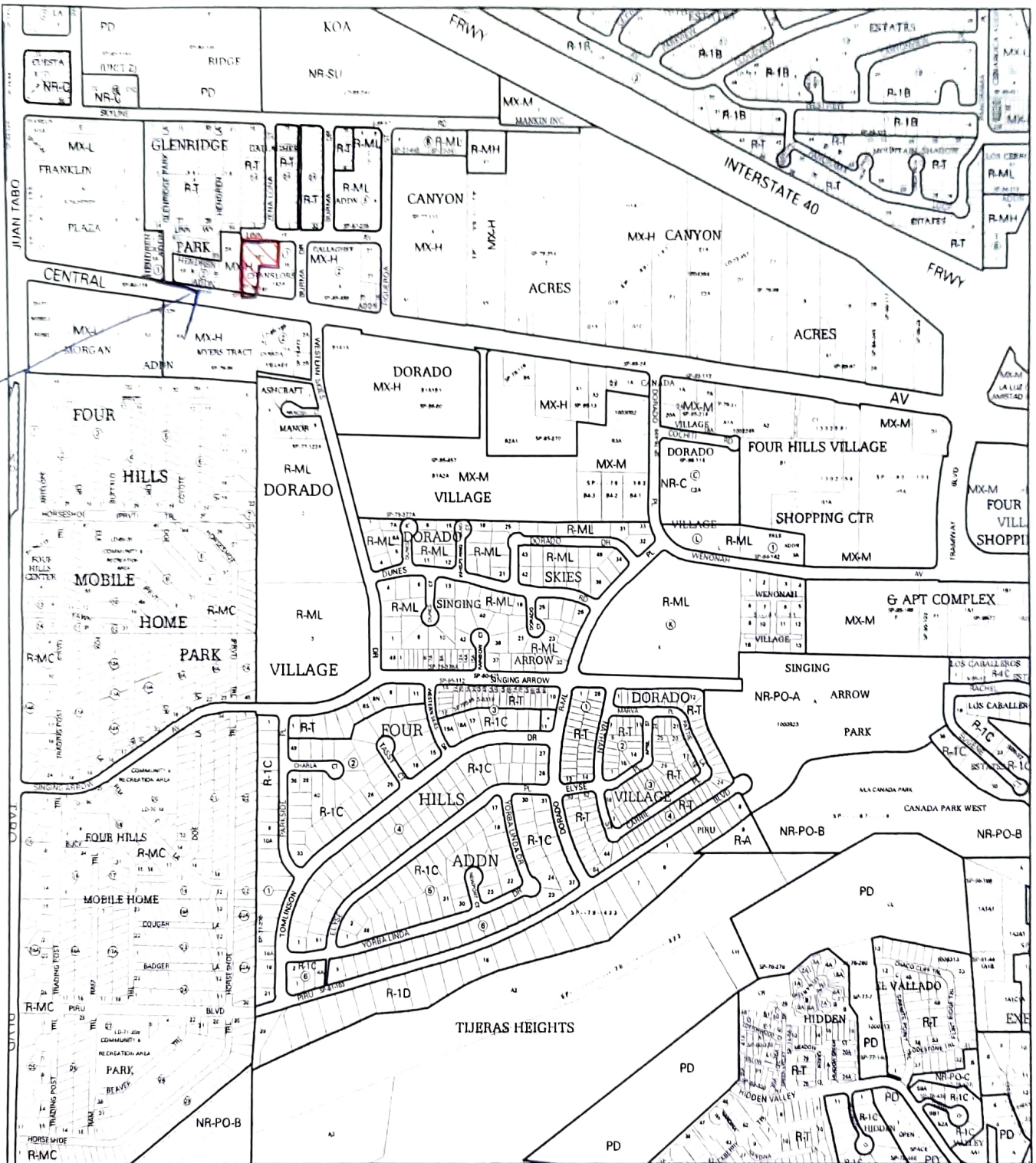
**Note: Any application that requires major public infrastructure must be processed as a Subdivision of Land - Major. See Form S1.**

### MINOR AMENDMENT TO PRELIMINARY PLAT / INFRASTRUCTURE LIST

Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

- A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other on-line resources such as Dropbox or FTP. PDF shall be organized with the Development Review Application and this Form S2 at the front followed by the remaining documents in the order provided on this form.
- \_\_\_ Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)
- \_\_\_ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan
- \_\_\_ Original Preliminary Plat, Infrastructure List, and/or Grading Plan
- \_\_\_ Infrastructure List, if applicable

**Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.**

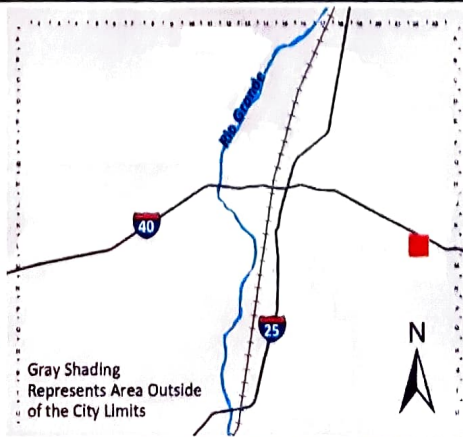


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018



IDO Zoning Information as of May 17, 2018  
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**L-22-Z**

- Easement Escarpment
  - Petroglyph National Monument
  - Areas Outside of City Limits
  - Airport Protection Overlay (APO) Zone
  - Character Protection Overlay (CPO) Zone
  - Historic Protection Overlay (HPO) Zone
  - View Protection Overlay (VPO) Zone
- Gray Shading Represents Area Outside of the City Limits
- 0 250 500 1,000 Feet

Bret & Debra Tabor  
9219 Macallan Rd NE  
Albuquerque, NM 87109  
[Rekwas1@gmail.com](mailto:Rekwas1@gmail.com)

Development Review Board  
600 Second NW  
Albuquerque, NM 87102

RE: Project Number: 583181 – Infrastructure Improvements for Lot 1-B-1, Block 1, Chanslor's Replat of  
Gallagher Addition

To the DRB;

Per the instruction at today's DRB meeting I am submitting an amended Infrastructure List that adds the  
sidewalk to the list.

If something is incorrect, I would appreciate quick feedback so we can attend next week's DRB. Please  
send your responses to [rekwas1@gmail.com](mailto:rekwas1@gmail.com).

Thank you for granting us the DRB Tuesday submittal exception so we can attend next week's DRB. With  
the closing of our property looming upon us (8/15/22) we are very appreciative.

Debra A Tabor and Bret Tabor

**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

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

Date Site Plan Approved: \_\_\_\_\_  
 Date Preliminary Plat Approved: \_\_\_\_\_  
 Date Preliminary Plat Expires: \_\_\_\_\_  
 DRB Project No.: PR-2022-007322  
 DRB Application No.: \_\_\_\_\_

Street and Sidewalk Improvements to Linn Ave  
**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

Lot 1-B-1, Block 1, Chanslor's Replat of Gallagher Addition  
**EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION**

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private		City Cnst Engineer
							Inspector	P.E.	
<input type="text"/>	<input type="text"/>	16'	Residential Street Pavement F/C	Linn Ave, NE	West Dead End	200' east	/	/	/
<input type="text"/>	<input type="text"/>		Std Curb & Gutter	Linn Ave, NE	West Dead End	200' east	/	/	/
<input type="text"/>	<input type="text"/>	4'	Sidewalk (Deferred)	Linn Ave, NE	West Dead End	200' east	/	/	/
<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"/>						/	/	/



No. of Lots: 2  
Nearest Major Streets  
Central and Burma NE

**FIGURE 12**

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

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

THIS AGREEMENT is made this 22 day of June, 1998, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Bret Tabor and Debra A. Tabor, Individuals (Husband and Wife) ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] individuals/owners, whose address is 4509 Shiloh Pl. NE, Albuquerque, New Mexico 87111 and whose telephone number is 275-8850, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] \*\*SEE BELOW, recorded on \_\_\_\_\_, 19\_\_\_\_ in the records of the Bernalillo County Clerk at Book \_\_\_\_\_, pages \_\_\_\_\_ through \_\_\_\_\_ (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] Debra and Bret Tabor ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Lots 1A2A and 1B1, Block 1, Chanslor's Replat describing Subdivider's Property. of Gallagher Addition

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat of, or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 27th day of March, ~~19~~2000 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 583181.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the Development Review Board ("DRB"), unless

Figure 12 - page 1 5-67 4/92  
\*\* Lot 1-B, Block 1 of Chanslor's Replat of Gallagher Addition, filed with the County Clerk of Bernalillo on April 3, 1984 in Volume C23, Folio 142 TOGETHER WITH Lots 1-A-1 and 1-A-2, in Block 1 of Chanslor's Replat of Gallagher Addition filed with the County Clerk of Bernalillo on October 10, 1984 in Volume C25, Folio 60.

the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Work Order Requirements. The City agrees to issue a Work Order after:

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

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>6.6% ACTUAL CONST. COST</u>
<u>Excavation And Sidewalk Ordinance, Street Restoration Fees</u>	<u>As required per City-approved estimate. (Figure 7)</u>

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

4. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

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

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by the City of Albuquerque, and inspection of the private Improvements shall be performed by Brasher & Lorenz, Inc. Engineer both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall



1998078430  
5067987  
Page: 2 of 9  
06/24/1998 09:38A  
Bk-9811 Pg-6779

ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

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

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

5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following "Financial Guarantee:"

Type of Financial Guaranty: Letter of Credit # 11606  
Amount: \$ 20,330.04 Name of Financial Institution or Surety  
providing Guaranty: First Security Bank  
Date City first able to call Guaranty: March 27, 2000  
[Construction Completion Deadline]: March 27, 2000 19\_\_\_\_  
If Guaranty other than a Bond, last day City able to call Guaranty is:  
May 27, 2000, ~~19~~  
Additional information: \_\_\_\_\_

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

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



1998078430  
5867987  
Page: 3 of 9  
06/24/1998 09:38A  
Bk-9811 Pg-6779

Judy D. Woodward Bern. Co. AGRE R 23.00

8. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon or in which the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City 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 of the Subdivision.

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

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

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

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

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

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

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

10. 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 defend, indemnify and hold harmless the City and its officials, agents and employees from any claims, actions, suits or other proceedings arising from or out of the negligent 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; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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 Subdivider and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

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

13. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, 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 Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

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

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six 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. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

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



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

SUBDIVIDER:

By [Signature]: Debra A. Tabor Bret Tabor  
Name: DEBRA A. TABOR & Bret TABOR  
Title: OWNERS  
Dated: MAY 12, 1998

CITY OF ALBUQUERQUE  
[Signature]  
Director, Public Works Department  
Dated: 6/22/98

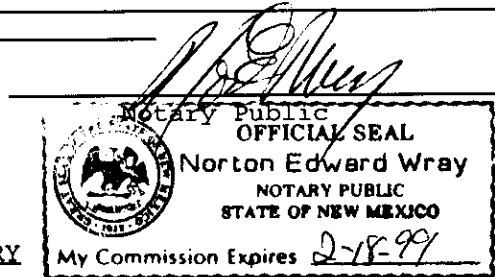
Approved by:  
[Signature]  
City Engineer  
5/19/98 6/19/98

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 12 day of May, 19 98 by [name of person:] Debra A. and Bret Tabor, [title or capacity, for instance, "President" or "Owner":] Owner of [Subdivider:] \_\_\_\_\_

My Commission Expires: 2-18-99



CITY'S NOTARY

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

This instrument was acknowledged before me on 22nd day of June, 19 98 by Larry A. Blair, Director, Public Works Department, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]  
Notary Public

My Commission Expires: 1-27-2002

EXHIBIT A AND POWER OF ATTORNEY ATTACHED



1998078430  
5667987  
Page: 6 of 9  
06/24/1998 09:38A  
Bk-9811 Pg-6779

D.R.B. Case No. 97-396  
 D.R.C. Project No. \_\_\_\_\_  
 Date Submitted 9/8/97 9/9/97  
 Prelim. Plat Approved 9-9-97  
 Prelim. Plat Expires \_\_\_\_\_

Figure 12

EXHIBIT "A"  
 To Subdivision Improvements Agreement  
 DEVELOPMENT REVIEW BOARD (DRB) REQUIRED INFRASTRUCTURE LISTING  
 for CHANSLOR'S REPLAT OF GALLAGHER ADDITION

Following is a summary of Public/Private Infrastructure required to be constructed or financially guaranteed to be constructed for the above development. This summary is not necessarily a complete listing. During the design process, if the City determines that appurtenant items have not been included in the summary, those items will be included in the listing and related financial guarantee, if the items normally are the Subdivider responsibility. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility are the responsibility of the Subdivider and will be included in the financial guarantee provided to the City.

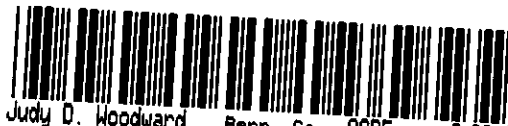
SIZE IMPROVEMENT	LOCATION	FROM	TO
14' Street* 16 F.E	LINN AVE.	WEST DEAD END	200' EAST
16' FROM F/C TO EDGES ASPHALT			

\* Street improvement to include curb & gutter, ~~Sidewalk~~, and residential street pavement.  
~~Sidewalk construction to be deferred until construction of buildings.~~

Prepared By: Paul Brasher 9/9/97

Print Name: Paul Brasher, PE

Firm: Brasher & Lorenz, Inc.



Judy D. Woodward Bern. Co. AGRE R 23.00  
 1998078430  
 5667887  
 Page: 7 of 9  
 06/24/1998 09:38A  
 Bk-9811 Pg-6779

Development Review Board Member Approval

DRB 97-396

Kevin L. Doni 9/9/97  
Development Review Board Chair

Roger A. Green 9-9-97  
Utility Development

Edward H. Stang 9/9/97  
Design & Development, CIP

Tom M. [unclear] 9-9-97  
City Engineer/AMAFCA

Paul [unclear] 9-09-97  
Transportation Development



