



## PLAN SNAPSHOT REPORT IIA-EXT-2025-00012 FOR CITY OF ALBUQUERQUE

**Plan Type:** IIA Extension **Project:** PR-2022-007517 (PR-2022-007517) **App Date:** 05/22/2025  
**Work Class:** IIA Extension **District:** City of Albuquerque **Exp Date:** NOT AVAILABLE  
**Status:** Fees Due **Square Feet:** 0.00 **Completed:** 05/29/2025  
**Valuation:** \$0.00 **Assigned To:** **Approval**  
**Description:** extension of Glendale avenue project 530494 IIA **Expire Date:**

<b>Parcel:</b> 101806524206730403	Main	<b>Address:</b> 5904 Florence Ave Ne Albuquerque, NM	<b>Zone:</b>
		5904 Florence Ave Ne Albuquerque, NM 87113	Main
Owner/Developer Brian Kilcup Business: (505) 823-9006 Mobile: (505) 249-3623	Owner/Developer Brian Kilcup 5904 Florence NE Albuquerque, NM 87113 Business: (505) 828-0060 Mobile: (505) 249-3623	Applicant Brian Kilcup 5904 Florence NE Albuquerque, NM 87113 Business: (505) 828-0060 Mobile: (505) 249-3623	Agent Bill Chappell Business: (505) 878-9600

### Plan Custom Fields

Linked DRC Number	Linked Preliminary/Final uploaded today Plat or Site Plan	Existing Project Number(s)	530494
Proposed Zoning NR-BP	Number of Existing Lots1	Number of Proposed Lots	1
Total Area of Site in Acres 0.75	Site Address/Street 5904 Florence NE	Site Location Located Between Streets	Florence and Glendale
Case History	New Construction Completion Deadline Jul 31 2025 12:00AM	Do you request an interpreter for the hearing?	No
Lot and/or Tract Number 18A	Block Number 7	Subdivision Name and/or Unit Number	N ABQ ACRES TR A UNIT B
Legal Description LT 18-A BLK 7 PLAT OF LOT 18-A, BLOCK 7 TRACT A, UNIT BNORTH ALBUQUERQUE ACRES CONT .8870 AC	Existing Zone District NR-BP	Zone Atlas Page(s)	B-18
Acreage 0.887	Calculated Acreage 0.887078	Council District	4
Community Planning Area(s) North Albuquerque	Development Area(s) Consistency	Current Land Use(s)	04   Commercial Services
Pre-IDO Zoning District SU-2	Pre-IDO Zoning Description IP OR SU-2 RC	FEMA Flood Zone	X

Attachment File Name	Added On	Added By	Attachment Group	Notes
Signature_Brian_Kilcup_5/22/2025.jpg	05/22/2025 13:40	Kilcup, Brian		Uploaded via CSS

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00024431	IIA Extension	\$350.00	\$0.00
	Technology Fee - Plan Review	\$24.50	\$0.00
Total for Invoice INV-00024431		\$374.50	\$0.00
Grand Total for Plan		\$374.50	\$0.00

Meeting Type	Location	Scheduled Date	Subject
DFT Meeting v.1	Zoom	06/04/2025	IIA Ext DFT

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Screening v.1		05/29/2025 8:45	05/29/2025 14:41
Associate Project Number v.1	Generic Action		05/29/2025 8:45

## PLAN SNAPSHOT REPORT (IIA-EXT-2025-00012)

Screen for Completeness v.1	Generic Action	05/29/2025	8:45
Verify Payment v.1	Generic Action	05/29/2025	14:41
Application Review v.1		05/29/2025	14:41
DFT Meeting v.1	Hold Meeting	05/29/2025	14:41 05/29/2025 14:41
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		



**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

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

**Project Name:** Glendale Avenue  
**Project Number:** 530494

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 5904 Florence, LLC ("Developer"), a Limited Liability Co., (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is bkilcup@facilitybuild.com, whose address is 5904 Florence NE (Street or PO Box) Albuquerque, NM (City, State), 87113 (Zip Code) and whose telephone number is (505) 828-0060, 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:] Lot 18, Block 7 of Tract A, Unit B, North Albuquerque Acres, Albuquerque, NM recorded on April 24, 1936, attached, pages D-130, as Document No. 1936042436 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:] 5904 Florence LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Glendale Avenue 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

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 Ordinance and street restoration fees	As required per City-approved 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. 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. 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. Construction Inspection Methods. 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. 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. 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. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The

financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

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

Type of Financial Guaranty: Infrastructure Bond # NNM 2534  
Amount: \$ 47,555.75  
Name of Financial Institution or Surety providing Guaranty:  
Merchants National Bonding, Inc.; Des Moines, IA 50306-3498  
Date City first able to call Guaranty (Construction Completion Deadline):  
May 26, 2025  
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: 5904 Florence, LLC

By [Signature]: [Signature]

Name [Print]: Brian Kilcup

Title: Owner

Dated: 5/19/23

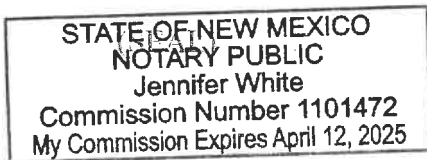
DEVELOPER'S NOTARY

STATE OF New Mexico )

) ss.

COUNTY OF Bernalillo )

This instrument was acknowledged before me on this 19<sup>th</sup> day of May, 2023 by  
[name of person:] Brian Kilcup, [title or capacity, for instance,  
"President" or "Owner":] Owner of  
[Developer:] 5904 Florence, LLC.



Jennifer White  
Notary Public  
My Commission Expires: 4/12/25

CITY OF ALBUQUERQUE:

DS  
KV

**-DocuSigned by:**

By:

## Shahab Biazar

C7E1CB9481E9488...

Shahab Biazar, P.E., City Engineer

DS  
DK

Agreement is effective as of (Date): 6/3/2023 | 11:16 AM MDT

CITY'S NOTARY

STATE OF NEW MEXICO           )  
COUNTY OF BERNALILLO         ) ss.

This instrument was acknowledged before me on this 3rd day of June, 2023, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Rachael Miranda  
Commission No. 1119740  
November 09, 2025

Rachael Miranda  
Notary Public

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)**

Executed One (1) Original Bond

Bond No. [Surety's No:] NNM 2534

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:]  
5904 Florence, LLC ("Developer") a [state type of business entity, e.g.  
"New Mexico corporation," "general partnership," "individual," etc.]  
Limited Liability Company as "Principal", and [name of  
surety:] Merchants National Bonding, Inc., a corporation organized and existing under and by  
virtue of the laws of the State of Iowa 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:] Forty Seven Thousand Five Hundred  
Fifty Five and 75/100 Dollars, ([amount in figures:] \$ 47,555.75), 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:] Glendale Avenue  
("Developer's Property"), City Project No. 530494; 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:]

Glendale Avenue

Street Excavation and Barricading Ordinance and Street Restoration

("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  
Developer:] 5904 Florence, LLC and the CITY OF  
ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on  
                    , 20        as Document Number                     , as amended by  
change order or amendments to the agreement.

Bond No. [surety's No:] NNM 2534

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:] May 26, 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 19th day of May, 20 23.

**DEVELOPER**

5904 Florence, LLC

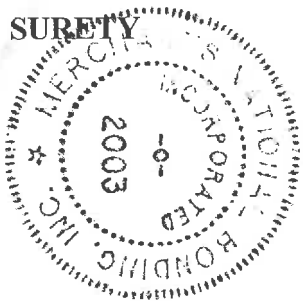
By [signature:] 

Name: BRIAN J. KRUCUP

Title: MANAGING MEMBER

Dated: May 19, 2023

**SURETY**



Merchants National Bonding, Inc.

By [signature:] 

Name: Susan D. Martin

Title: Attorney-In-Fact

Dated: May 19, 2023

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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Josh Lujan; Marnita Kats; Michael T Byrd; Michelle Vialpando; Robert C Zettel;  
Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

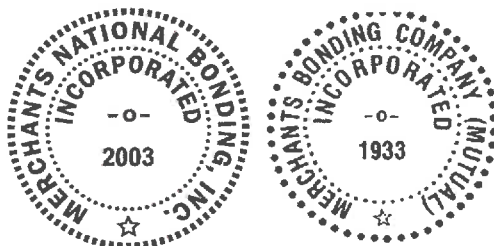
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

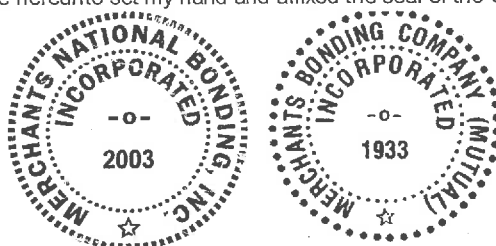


*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2023.



*William Warner Jr.*  
Secretary

Current DRC  
Project Number:

FIGURE 12

Date Submitted: 3/08/2022

Date Site Plan Approved:

Date Preliminary Plat Approved:

Date Preliminary Plat Expires:

DRB Project No.: PR-2022-007517

DRB Application No.: SD-2023-00037

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Lot 18-A, Block 7, Tract A, Unit B, North Albuquerque Acres

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Lot 18, Block 7, Tract A, Unit B, North Albuquerque Acres

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		
							Inspector	P.E.	City Cnst Engineer
		2.625' WIDE	Standard Curb & Gutter	Along lot frontage of Glendale Ave.			/	/	/
		5' WIDE	Sidewalk	Along lot frontage of Glendale Ave.			/	/	/
		13' WIDE	Residential Pavement	Along lot frontage of Glendale Ave. North of Centerline			/	/	/
			Sidewalk Culvert	Westside of Property.			/	/	/
		4' to 5' WIDE	Landscape Buffer Swale Std. Dwg. 2415B	Along lot frontage of Glendale Ave.			/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

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 of this listing. The items listed below are subject to the standard SUA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
							/	/	/
							/	/	/

NOTES

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

- 
- 
- 

AGENT / OWNER DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Robert Fierno  
 NAME (print)  
 Fierno & Company, LLC  
 FIRM  
 Robert Fierno  
 SIGNATURE - date  
 Apr 4, 2023  
 Apr 4, 2023  
 PARKS & RECREATION - date  
 Apr 4, 2023  
 AMAFCA - date  
 Apr 4, 2023  
 CODE ENFORCEMENT - date  
 Apr 4, 2023  
 Hydrology - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

May 15, 2023

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

Project Description:

Project ID #: 530494

Glendale Avenue

Requested By: Robert Fierro

Approved Estimate Amount: \$ 32,512.17

Contingency Amount: 0.00% \$ -

Subtotal: \$ 32,512.17

PO Box 1293 NMGR: 7.750% \$ 2,519.69

Subtotal: \$ 35,031.86

Albuquerque

Engineering Fee: 6.60% \$ 2,312.10

New Mexico 87103 Testing Fee: 2.00% \$ 700.64

Subtotal: \$ 38,044.60

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 47,555.75

APPROVAL:

DATE:

5/15/2023

Notes: Plans are approved.



**Bernalillo County, NM**  
415 Silver Ave. SW, 2nd Floor  
P.O. Box 542  
Albuquerque, NM 87102 *530494*

**Receipt: 1443313**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
AGRE	Agreement	\$25.00
	# Pages	14
	Document #	2023037523
	# Of Entries	0

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<b>Total</b>		\$25.00
--------------	--	---------

Tender (Check)	\$25.00
----------------	---------

Check# 028078

Paid By FACILITY BUILD, INC

Phone # 505-828-0060

Thank You!

**6/16/23 10:58 AM moniqueo**

Current DRC  
Project Number: \_\_\_\_\_

FIGURE 12

**INFRASTRUCTURE LIST**

(Rev. 2-15-18)

**EXHIBIT "A"**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT**

**DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Lot 18-A, Block 7, Tract A, Unit B, North Albuquerque Acres

**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**

Lot 18, Block 7, Tract A, Unit B, North Albuquerque Acres

**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 Inspector	P.E.	City Cnst Engineer
		2.625' WIDE	Standard Curb & Gutter	Along lot frontage of Glendale Ave.			/	/	/
		5' WIDE	Sidewalk	Along lot frontage of Glendale Ave.			/	/	/
		13' WIDE	Residential Pavement	Along lot frontage of Glendale Ave. North of Centerline			/	/	/
			Sidewalk Culvert	Westside of Property.			/	/	/
		4' to 5' WIDE	Landscape Buffer Swale Std. Dwg. 2415B	Along lot frontage of Glendale Ave.			/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

Date Submitted: 3/08/2022

Date Site Plan Approved: \_\_\_\_\_

Date Preliminary Plat Approved: \_\_\_\_\_

Date Preliminary Plat Expires: \_\_\_\_\_

DRB Project No.: PR-2022-007517

DRB Application No.: SD-2023-00037

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 of this listing. The items listed below are subject to the standard SIA requirements.

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"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
Approval of Creditable Items:							Approval of Creditable Items:		
Impact Fee Administrator Signature      Date							City User Dept. Signature      Date		

#### NOTES

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

1

2

3

#### AGENT / OWNER

Robert Fierro

NAME (print)

Fierro & Company, LLC

FIRM

*Robert Fierro*

SIGNATURE - date

#### DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

*Jay Rodenbeck*

DRB CHAIR - date

Apr 4, 2023

*Walter Bick*

PARKS & RECREATION - date

Apr 4, 2023

*Ernest Armijo*

TRANSPORTATION DEVELOPMENT - date

Apr 4, 2023

AMAFCA - date

*David G...*

UTILITY DEVELOPMENT - date

Apr 4, 2023

*Jim P...*

CODE ENFORCEMENT - date

Apr 4, 2023

*Shahab Biazar*

CITY ENGINEER - date

Apr 4, 2023

*Heggie Chan*

Hydrology - date

Apr 4, 2023

#### DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

May 15, 2025

To: David Jones, Management Analyst I  
City of Albuquerque  
P.O. Box 1293  
Albuquerque, NM 87103  
[dwjones@cabq.gov](mailto:dwjones@cabq.gov)

**Subject: Contractor Letter of Justification for Extension – Infrastructure Improvements Agreement, Procedure B**  
**Project: Glendale Avenue Project No. 530494**  
**Developer: 5904 Florence, LLC**

Dear Mr. Jones,

We respectfully submit this letter as a formal justification for a requested extension to the Construction Deadline of May 26, 2025, as outlined in the Infrastructure Improvements Agreement (Procedure B) for the Glendale Avenue Project No. 530494.

As the contractor responsible for executing the required improvements, FacilityBUILD has encountered two significant and unforeseen challenges that have directly affected our ability to deliver within the original project timeline:

**1. Staffing and Management Delays Due to Maternity Leave**

Two key members of our project management team entered the final stages of pregnancy and subsequently began maternity leave during critical phases of this project. These overlapping absences created unavoidable constraints on staffing capacity and operational oversight, leading to delays in coordination and execution of work.

**2. Excessive Delays in City Permitting Due to New System Implementation**

We have also experienced considerable delays in the City's permit issuance process following the implementation of the ABQ-PLAN system. Permits that previously took approximately six weeks to obtain are now experiencing turnaround times of up to six months. These system-wide delays have affected multiple projects in our pipeline, including Glendale Avenue, and have prevented timely initiation of work.

FacilityBUILD remains fully committed to the successful and compliant completion of the required infrastructure improvements. In light of the above circumstances, we respectfully request a 90-day extension of the Construction Deadline—adjusting the date to August 24, 2025—along with the related extension of the Financial Guaranty, per the provisions of the Integrated Development Ordinance (IDO).



Please let us know if any further documentation is needed, or if a financial guaranty recalculation will be required under the current project status.

Thank you for your consideration and continued partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cameron Kilcup". The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail.

Cameron Kilcup  
President, FacilityBUILD  
505.977.3976  
camkilcup@facilitybuild.com

**ARTICLE II.**  
**AUTHORITY AND LIMITATIONS OF THE CO-MANAGERS**

A. **Authority.** Except to the extent otherwise provided herein, the Co-Managers shall have the exclusive right to manage the Property and all affairs of the Company.

B. **Resignation.** The Co-Managers may resign as a manager at any time by giving at least ten (10) days written notice to the Company. The resignation of a Co-Manager shall take effect upon Company's receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event of the resignation of a Co-Manager, Company shall select another member as Co-Manager; provided, however, the remaining Co-Manager shall have the authority to continue with all management of the Company and its assets until such Co-Manager is selected.

A. **Compensation.** The Co-Managers shall not receive any compensation (in addition to their ownership interest) for their services hereunder. However, any person, including a Co-Manager, may become an employee of the Company and receive such compensation and other benefits as may be determined by the mutual consent of the Co-Managers.

B. **Expenses.** As further provided in this Agreement, the Co-Managers shall be entitled to reimbursement of any expenses reasonably incurred in the management of the Company.

C. **Signing Agreements.** The Co-Managers are hereby authorized to enter into all agreements relating to the Property. **One signature shall be required.**

D. **Reliance.** Any person dealing with the Property may rely upon a certificate signed by the Co-Managers as to:

1. The identity of the Co-Managers;
2. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Co-Managers or which are in any other manner germane to the affairs of the Company; and
3. The persons who are authorized to execute and deliver any instrument or document of the Company.

E. **Duties and Obligations of the Co-Managers.**

1. The Co-Managers shall take all actions which may be necessary or appropriate (a) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New Mexico (and of each other jurisdiction in which such existence is necessary to protect the limited liability of the members of the Company or to enable the Company to conduct the business in which it is engaged); and (b) for the development, maintenance, preservation, and

**5904 FLORENCE, LLC,**  
*a New Mexico limited liability company*

**OPERATING AGREEMENT**

This *Operating Agreement* ("**Agreement**") is effective as of the 29<sup>th</sup> day of June, 2015 and is by and between **5904 Florence, LLC**, a New Mexico limited liability company, located in Albuquerque, New Mexico ("**Company**") and **Brian J. Kilcup** and **Brenda C. Kilcup** (collectively referred hereto as "**Co-Managers**").

**RECITALS**

A. The Company is a newly formed limited liability company which intends to acquire one or more real properties and other assets (collectively, the "**Property**"); and

B. Co-Managers have had substantial experience in the management, leasing, and operation of real and personal property; and

C. The Company desires to have Co-Managers provide and Co-Managers desire to provide management services in connection with the Property (including cash and securities) as the Company may from time to time acquire and request Co-Managers to service.

NOW, THEREFORE, based on mutual promises, covenants, and other benefits, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree to all of the provisions of this Agreement, including the Recitals.

**ARTICLE I.**

**MANAGEMENT SERVICES**  
**TO BE PROVIDED TO THE COMPANY**

A. **Services.** Services of the Co-Managers to be provided to the Company shall be: (1) monitoring the performance, leasing, operation, maintenance and/or servicing of the Property held or owned by the Company; (2) responding to offers to purchase or lease any of the Company's Property and, when appropriate, making decisions for the Company relating to such offers; (3) keeping in place such property and casualty insurance as is necessary and appropriate for the Company and its Property; (4) leasing and management of Property; and (5) performing all such other acts as the Co-Managers deem necessary or beneficial for the proper performance by the Co-Managers of there obligations under this Agreement.

B. **Information and Reports.** Not less often than thirty (30) days after the end of each calendar year within the term hereof, the Co-Managers shall prepare or cause to be prepared on behalf of the Company an operating statement.

4. Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the management of the Property, and secure the same by mortgage, pledge, or other lien on any property.

5. Execute, in furtherance of the management of the Property, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any of the Property.

6. Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Property and in connection therewith execute any extensions or renewals or encumbrances on any or all of the Property.

7. Lease, upon such terms as may be deemed proper, all or any portion of the Property.

8. Maintain and distribute funds to the Company by way of cash, income, return of capital, or otherwise, and perform all matters in furtherance of the purposes and objectives of the Company under this Agreement.

9. Engage in any kind of activity and perform and carry out contracts of any kind necessary to or incidental to, or in connection with the management of the Company.

10. Take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to the management of the Company.

11. Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith.

12. Execute, acknowledge and deliver any and all instruments to effectuate any of the foregoing powers.

G. **Prohibitions.** Without the consent of the Company, the Co-Managers shall not have the authority to:

1. Do any act in contravention of this Agreement;
2. Confess a judgment against the Company;
3. Possess the Property or assign rights in Company assets for other than a Company purpose;
4. Knowingly perform any act that would subject a member of the Company to liability similar to that of a general partner in any jurisdiction; or



operation of the Property in accordance with the provisions of this Agreement and applicable laws and regulations.

2. The Co-Managers shall devote to the Company such time as may be necessary for the proper performance of all duties hereunder, but the Co-Managers shall not be required to devote full time to the performance of such duties.

3. The Co-Managers shall be under a fiduciary duty to conduct their duties and obligations in the best interests of the Company, including the safekeeping and operation of the Property. All actions and decisions of the Co-Managers shall be undertaken in good faith with the Co-Managers acting under the "prudent man" standard of care.

4. The Co-Managers may rely upon and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by Co-Managers to be genuine and to have been signed or presented by the proper party or parties.

5. The Co-Managers may consult as to matters affecting the Company and at the expense of the Company with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by Co-Managers, and any opinion of any such person as to matters that the Co-Managers reasonably believe to be within such person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Co-Managers hereunder in good faith and in accordance with such opinion.

F. **Rights and Powers.** In addition to any other rights and powers which the Co-Managers may possess, and subject to the limitations provided herein, the Co-Managers shall have all specific rights and powers required in, or appropriate to, the management of the Property and conferred by this Agreement, or otherwise, and by way of illustration but not by way of limitation, the following:

1. Acquire in the name of the Company by purchase, lease, investment or otherwise any real or personal property which may be necessary, convenient, or incidental to the management of the Property.

2. Operate, maintain, finance, improve, construct, sell, convey, assign, mortgage, lease, and own or grant options with respect to any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the management of the Property.

3. Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of the Property, or in connection with managing the affairs of the Property.

**ARTICLE VII.**  
**REPRESENTATIONS BY CO-MANAGERS**

The Co-Managers represent and warrant to the Company that:

1. Co-Managers have all requisite power and authority to enter into this Agreement and that when executed and delivered by the Co-Managers, this Agreement will constitute the valid and binding obligation of the Co-Managers enforceable against the Co-Managers in accordance with its terms;
2. Co-Managers are experienced and knowledgeable in the managing of business of the nature contemplated by this Agreement; and
3. Any and all recommendations, decisions, and actions shall be reasonable and consistent with the fiduciary responsibility owed to the Company.

**ARTICLE VIII.**  
**REPRESENTATION BY THE COMPANY**

The Company represents and warrants that it has all requisite power and authority to enter into this Agreement and that when executed and delivered by the Company this Agreement will constitute the valid and binding obligations of the Company enforceable against the Company in accordance with its terms.

**ARTICLE IX.**  
**LIABILITY AND INDEMNITY**

A. **Limitation.** The Co-Managers shall not be liable for any action taken, omitted or suffered to be taken by Co-Managers in performance of their services hereunder, except to the extent that such acts or omissions have resulted from the Co-Managers' willful misconduct, malfeasance, or fraud.

B. **Indemnification.** The Company agrees to indemnify and hold harmless (but only to the extent of the assets of the Company) the Co-Managers, their agents and employees, from and against any and all loss, liability, damage, cost or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred relating to the Company and arising in connection with this Agreement or the Property, except as to such loss, liability, damage, cost or expenses as may result from the Co-Managers' wilful misconduct, malfeasance, or fraud.

**ARTICLE X.**  
**NO ASSIGNMENT**

This Agreement is a personal services agreement and the Co-Managers may not assign or transfer the rights or duties under this Agreement, in whole or in part, without the express written consent of the Company.

5. Do any act which would make it impossible to carry on the business of the Company.

H. **Reimbursement of Expenses.** The Company agrees to pay reimbursements of expenses incurred by the Co-Managers in the management of the Company within fifteen (15) business days after receiving each request thereto, together with such supporting documentation as the Company may reasonably request.

I. **Removal.** The Co-Managers may be removed only upon death or disability or for the Co-Managers' mismanagement of the Company.

### ARTICLE III. **COMPENSATION TO THE CO-MANAGERS**

The Co-Managers shall not be entitled to compensation for services hereunder, except as provided in **Article II.C** hereof.

### ARTICLE IV. **MEMBERS**

The sole member of the Company is the *Kilcup Trust Declaration Dated February 28, 2007* owning a one hundred percent (100%) interest in the Company.

### ARTICLE V. **TERM**

The initial term of this Agreement shall be co-extensive with the term of the existence of the Company.

### ARTICLE VI. **TERMINATION**

A. **Events.** This Agreement will automatically terminate (1) upon a dissolution of the Company; and (2) as may be otherwise provided in **Article II** or in **Article V** above.

B. **Continuation of Rights and Obligations.** Any termination of this Agreement shall not affect the rights or obligations of the parties arising out of the performance of this Agreement prior to such termination.

C. **Transfer of Documents.** Upon any termination of this Agreement, the Co-Managers shall cooperate with the Company by transferring all documents relating to the Company in Co-Managers' possession to the Company or to a new managers(s) selected by the Company.

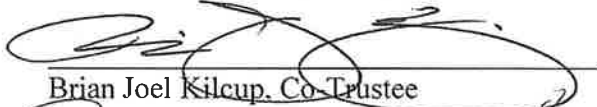
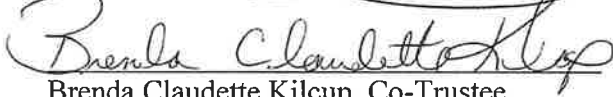
enforcement of this Agreement. Nothing in this Agreement, express or implied, is intended to confer on any person(s) and/or entity(ies) (a "**Non-Party**"), other than the parties hereto and their respective representatives, successors-in- interest, and permitted assignees, any right, power, remedy, obligation, duty, or liability under or by reason of this Agreement; and the parties understand, and undertake to represent to all Non-Parties; that this Agreement and the relationship between and among the parties to this Agreement is not one of joint venture, partnership, association, tenancy-in-common, or any form of agreement or relationship other than an agreement on the terms and conditions set forth herein. Each person signing this Agreement represents and warrants that said person has been duly authorized to sign and that said person (for and on behalf of said person and the party represented by said person) intends to implement and carry out each and every one of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement on the day and year first above written.


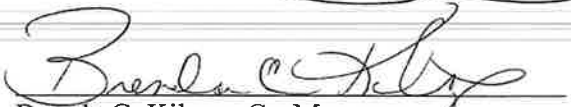
**COMPANY:**

**5904 Florence, LLC,**  
a New Mexico limited liability company

By: **Kilcup Declaration Trust Dated  
February 28, 2007**, its sole Member

  
Brian Joel Kilcup, Co-Trustee  
  
Brenda Claudette Kilcup, Co-Trustee

**CO-MANAGERS:**

  
Brian J. Kilcup, Co-Manager  
  
Brenda C. Kilcup, Co-Manager

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**ARTICLE XI.**  
**NOTICES**

Any notice, demand or request given under this Agreement shall be given in writing, and shall be made by personal delivery or delivered by United States registered or certified mail, postage prepaid, return receipt requested or sent by a reputable overnight courier, addressed as follows:

If to the Company:                   5904 Florence, LLC  
  5904 Florence Avenue NE  
  Albuquerque, New Mexico 87113

If to the Co-Managers:           Mr. Brian J. Kilcup  
  5904 Florence Avenue NE  
  Albuquerque, New Mexico 87113

and to:                               Ms. Brenda C. Kilcup  
  5904 Florence Avenue NE  
  Albuquerque, New Mexico 87113

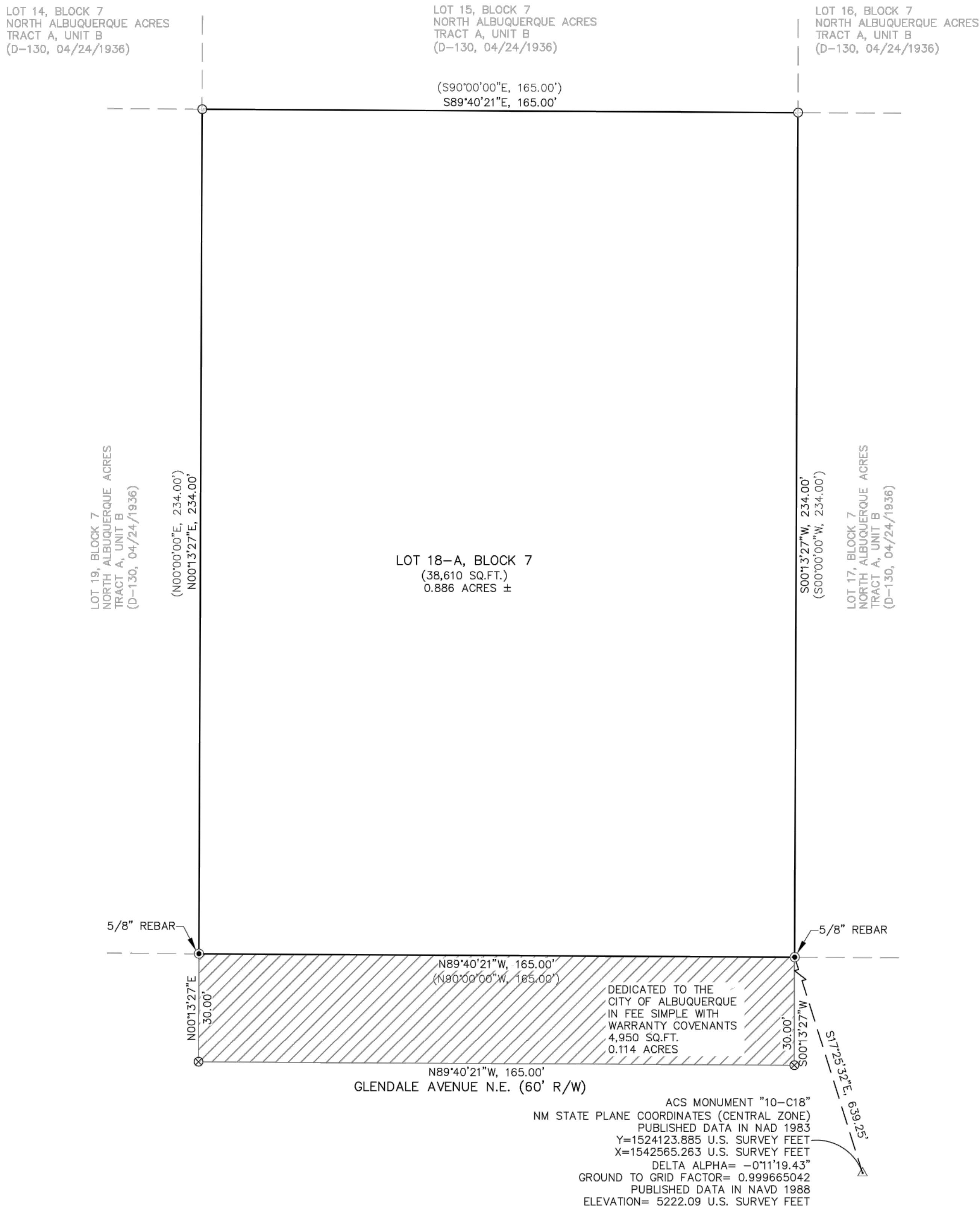
or to such other address as either party may designate in writing mailed to the other party as provided herein.

**ARTICLE XII.**  
**GENERAL PROVISIONS**

This Agreement contains the entire agreement of the parties on the subject matter herein, and any prior agreements, draft agreements, arrangements, or understandings, whether oral or written, on the subject matter herein, are merged herein, and this Agreement supersedes same. This Agreement may not be modified or amended except by a writing signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors-in-interest (of whatever kind). This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Mexico. Paragraph headings are for convenience only and shall not govern the interpretation or construction of any of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If any term or condition of this Agreement is determined by a court of law in a final decision to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect but shall be construed to give effect to the court's decision. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the parties, and any waiver shall be limited solely to the circumstances to which it applies and shall not imply any future waiver, or any waiver of any other term or condition of this Agreement. In any legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees. This Agreement and each and every one of its provisions is specifically enforceable. The fact that one of the parties, and that party's attorneys, may have drafted this Agreement shall not be used for or against that party in the interpretation, construction, or

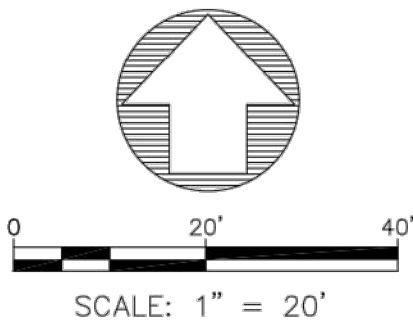
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SKETCH PLAT OF  
LOT 18-A, BLOCK 7  
NORTH ALBUQUERQUE ACRES  
TRACT A, UNIT B  
CITY OF ALBUQUERQUE  
BERNALILLO COUNTY, NEW MEXICO  
AUGUST 2022

- LEGEND
- FOUND MONUMENT AS NOTED
  - SET 18"x1/2" REBAR WITH BLUE PLASTIC  
CAP MARKED "F&C PS 22909"
  - ⊗ CALCULATED CORNER NOT SET



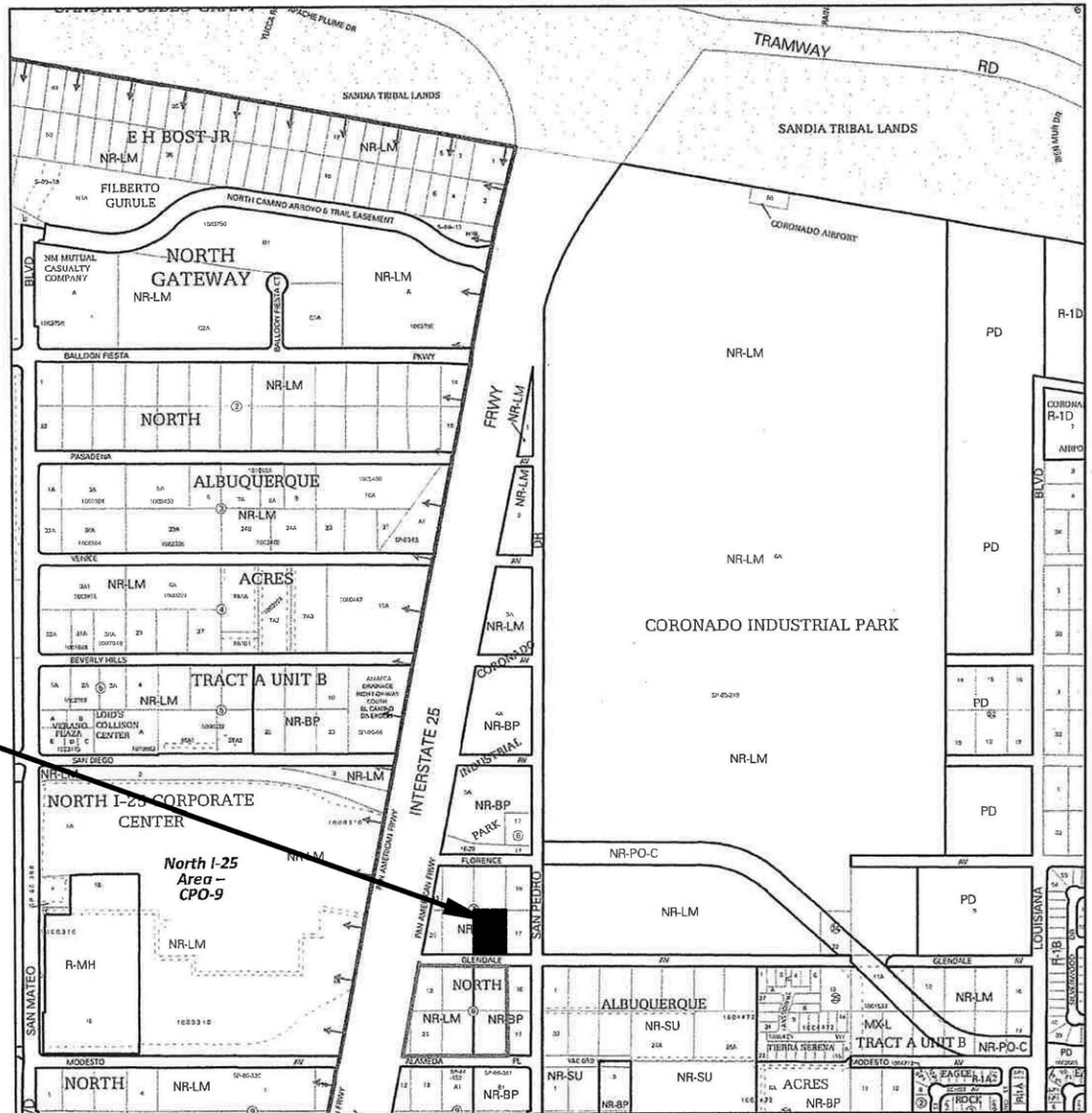
SHEET 2 OF 2



**Fierro & Company**  
ENGINEERING | SURVEYING  
3201 4th. STREET NW, STE. B ALBUQUERQUE, NM 87107  
PH 505.352.8930 [www.fierrocompany.com](http://www.fierrocompany.com)

# ZONE ATLAS MAP

PROJECT  
LOCATION  
LOT 18



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

