



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Luxelocker
Project Number: 722085

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 Luxelocker LLC ("Developer"), a General Partnership, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is ADAM@Luxelocker.com, whose address is 349 Lake Havasu Ave S 106 (Street or PO Box) Lake Havasu City AZ (City, State), 86403 (Zip Code) and whose telephone number is 833-333-5893, 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 4-7, in block 5, Unit B of North ABQ acres, Bernalillo County, NM 320 San Mateo-Beverly Hills recorded on _____, attached, pages _____ through _____, as Document No. _____ 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:] ABQ Storage Partners, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as 51001 San Diego Aven NE ABQ NM 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
Amount: \$ 576,013.00
Name of Financial Institution or Surety providing Guaranty: SUMMERLIN FINANCIAL, INC.
Date City first able to call Guaranty (Construction Completion Deadline): JUNE 30, 2025
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: AUGUST 29, 2025
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: Luxelocker, LLC

By [Signature]: *Brian Francis*

Name [Print]: Brian Francis

Title: COO

Dated: 3/2/23

DEVELOPER'S NOTARY

STATE OF Arizona)

) ss.

COUNTY OF Mohave)

This instrument was acknowledged before me on this 2nd day of March, 2023, by
[name of person:] Brian Francis, [title or capacity, for instance,
"President" or "Owner":] COO of
[Developer:] Luxelocker LLC.



Danielle L Ahrens
Notary Public

My Commission Expires: 3-19-2024

LETTER OF CREDIT



May 8, 2023

**IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 1
AMOUNT: \$576,013.00**

Chief Administrative Officer
City of Albuquerque
P. O. Box 1293
Albuquerque, NM 87103

Re: Letter of Credit for: ABQ Storage Partners LLC
City of Albuquerque Project No.: 722085
Project Name: Luxelocker

Dear Chief Administrative Officer:

This letter is to advise the City of Albuquerque ("City") that, at the request of ABQ Storage Partners LLC ("Developer"), Summerlin Financial, Inc. in Lake Havasu, Arizona, has established an Irrevocable Letter of Credit in the sum of Five Hundred Seventy Six Thousand Thirteen Dollars and no/100 (\$ 576,013.00) ("Letter of Credit") for the exclusive purpose of providing the financial guarantee, which the City requires ABQ Storage Partners LLC to provide for the installation of the improvements, which must be constructed at Luxelocker, Project No. 722085 ("Project"). The amount of the Letter of Credit is 125% of the City's estimated cost of construction of improvements as required by the City's Integrated Development Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Developer in the records of the Clerk of Bernalillo County, New Mexico.

A draft or drafts for any amount up to, but not in excess of Five Hundred Seventy Six Thousand Thirteen Dollars and no/100 (\$ 576,013.00) is/are available certified mail at the option of the City of Albuquerque or at sight at Summerlin Financial, Inc. 349 Lake Havasu Ave S, Ste. 106, Lake Havasu City, AZ 86403 between June 25, 2025 and August 29, 2025.

When presented for negotiation, the draft(s) is/are to be accompanied by the City's notarized certification stating: "1) ABQ Storage Partners LLC has failed to comply with the terms of the Agreement; 2) the undersigned is the Chief Administrative Officer of the City of Albuquerque and is authorized to sign this certification; and 3) the amount of the draft does not exceed 125% of the City's estimated cost of completing the improvements specified in the Agreement."

We hereby agree with the drawer of draft(s) drawn under and in compliance with the terms of this credit that such draft(s) will be duly honored upon presentation to the drawee if negotiated between June 25, 2025 and August 29, 2025.

This Letter of Credit for the benefit of the City of Albuquerque shall be irrevocable until:

1. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or
2. City notification of ABQ Storage Partners LLC's failure to comply with the terms of the Agreement, and payment by Certified Check from Summerlin Financial, Inc. to the City of Albuquerque of 125% of the City's estimated costs of completing the improvements specified in the Agreement; or
3. Expiration of the date August 29, 2025; or
4. Written termination of this Letter of Credit by the City of Albuquerque, signed by its Chief Administrative Officer.

This Letter of Credit will terminate at five o'clock p.m., New Mexico time, August 29, 2025.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Very truly yours,

Summerlin Financial, Inc.

By: Greg Whitmire


Print Name: Greg Whitmire

Title: President

Date: May 8, 2023

ACCEPTED:

CITY OF ALBUQUERQUE

By: 
Chief Administrative Officer

Print Name: Lawrence Rael

Date: 7/3/2023 | 3:18 PM MDT

Revised February 2022

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

February 24, 2023

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

Project Description:

Project ID #: 722085 Luxelocker, Beverly Hills Ave NE

Requested By: Julie White

Approved Estimate Amount: \$ 358,000.00

Contingency Amount: 10.00% \$ 35,800.00

Subtotal: \$ 393,800.00

PO Box 1293

NMGRT: 7.750% \$ 30,519.50

Subtotal: \$ 424,319.50

Albuquerque

Engineering Fee: 6.60% \$ 28,005.09

New Mexico 87103

Testing Fee: 2.00% \$ 8,486.39

Subtotal: \$ 460,810.98

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 576,013.72

APPROVAL:

DATE:

Feb 24, 2023

Notes: Plans not yet approved.

LuxeLocker - Albuquerque (Off-site Improvements)

February 8, 2023

No.	Item	QUANTITY	UNIT	UNIT COST	MATERIAL COST	INSTALLED COST
A. Job Overhead						
4.01	Staking	327,000	%	1.43%	\$4,676.10	\$ 4,676
6.05	Mobilization	327,000	%	4.26%	\$13,930.20	\$ 13,930
6.06	Demobilization	327,000	%	0.30%	\$981.00	\$ 981
19.01	Traffic Count & Barricading	327,000	%	3.43%	\$11,216.10	\$ 11,216
30.02	NPDES Permitting	327,000	%	0.63%	\$2,060.10	\$ 2,060
Subtotal Job Overhead						\$ 31,000
B. Section 200						
201.01	Site Clear & Grub	0.65	AC	\$ 2,126.96	\$1,382.52	\$ 1,383
201.06	Erosion Control	326,000	%	0.23%	\$749.80	\$ 750
202.01	Excav & Disp, U,>2'	2,336	CV	\$ 11.37	\$26,560.32	\$ 26,560
Subtotal Section 200						\$ 29,000
C. Section 300						
301.02	Subgrad Prep, 12"	1,568	SY	\$ 3.67	\$5,754.56	\$ 5,755
336.022	ASP Conc, Superpave, 2", M	3,136	SY	\$ 17.85	\$55,977.60	\$ 55,978
336.120	TK CT	1,568	SY	\$ 0.44	\$689.92	\$ 690
340.010	SDWK, 4', PCC	298	SY	\$ 58.67	\$17,483.66	\$ 17,484
340.025	WLCHR ACC Ramp, 4" PCC	5	EA	\$ 2,452.61	\$12,263.05	\$ 12,263
340.029	Detect Warn Surface	50	SF	\$ 34.45	\$1,722.50	\$ 1,723
340.030	Vly Gutt & Curb, PCC	80	SY	\$ 88.01	\$7,040.80	\$ 7,041
340.050	C&G, Std, PCC	629	LF	\$ 26.33	\$16,561.57	\$ 16,562
340.210	SDWK 24" DRN	2	EA	\$ 2,347.00	\$4,694.00	\$ 4,694
343.080	Curb & Gut, PCC, R&D	55	LF	\$ 8.63	\$474.65	\$ 475
343.085	SDWK, 4', PCC, R&D	25	SY	\$ 11.73	\$293.25	\$ 293
Subtotal Section 300						\$ 123,000
D. Section 700						
701.030	TRCH, BF, 4-15" SAS, 12-16'	301	LF	\$ 57.35	\$17,262.35	\$ 17,262
Subtotal Section 700						\$ 18,000
E. Section 800						
801.002	6" WL PIPE, w/o FIT	43	LF	\$ 39.28	\$1,689.04	\$ 1,689
801.003	8" WL PIPE, w/o FIT	301	LF	\$ 52.37	\$15,763.37	\$ 15,763
801.081	6" GATE VLV	1	EA	\$ 1,371.53	\$1,371.53	\$ 1,372
801.114	FH, 4 1/2'	1	EA	\$ 4,484.27	\$4,484.27	\$ 4,484
802.510	1-1/2" - 2" WTR MTR Box	1	EA	\$ 1,026.81	\$1,026.81	\$ 1,027
802.640	1-1/2" WTR SVC, 55	1	EA	\$ 780.24	\$780.24	\$ 780
802.650	2" WTR SVC, 55	1	EA	\$ 780.24	\$780.24	\$ 780
Subtotal Section 800						\$ 26,000
F. Section 900						
90.1.03	8" SAS Pipe	301	LF	\$ 23.66	\$7,121.66	\$ 7,122
901.500	MH CONN, <15"	1	EA	\$ 1,329.59	\$1,329.59	\$ 1,330
910.005	18" RCP, III	36	LF	\$ 40.91	\$1,472.76	\$ 1,473
910.017	36" RCP, III	628	LF	\$ 129.35	\$81,231.80	\$ 81,232
915.010	CTH BSN, A, SG	2	EA	\$ 5,269.52	\$10,539.04	\$ 10,539
915.020	CTH BSN, A, DG	1	EA	\$ 8,617.87	\$8,617.87	\$ 8,618
920.130	MH, 6' DIA, C or E<6' D	3	EA	\$ 6,704.13	\$20,112.39	\$ 20,112
Subtotal Section 900						\$ 131,000
TOTAL CONSTRUCTION COSTS						\$ 358,000
PROJECT CONTINGENCY @ 10%						\$ 36,000
TOTAL PROJECT COSTS						\$ 394,000

Approved as basis of financial guaranty, Feb. 24, 2023

James Holden

Current DRC _____ Date Submitted: _____
 Project Number: _____ Date Site Plan Approved: _____
 Date Preliminary Plat Approved: _____
 Date Preliminary Plat Expires: _____
 DRB Project No.: 2022-007664
 DRB Application No.: SI-2022-01770

FIGURE 12
INFRASTRUCTURE LIST
(Rev. 2-15-18)
EXHIBIT "A"

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

LuxeLocker - Albuquerque
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

LOTS NUMBERED FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), IN BLOCK NUMBERED FIVE (5) OF TRACT A, UNIT B, NORTH ALBUQUERQUE ACRES, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON APRIL 24, 1916, IN PLAT BOOK D, FOLIO 130 - THAT CERTAIN PARCEL OF LAND SITUATE WITHIN THE ELENA GALLEGOS GRANT IN PROJECTED SECTION 12, TOWNSHIP 11 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAN ENTITLED "PLAT OF LOT '28-A', BLOCK 5, TRACT A, UNIT B, NORTH ALBUQUERQUE ACRES, BEING A REPLAT OF LOTS 23, 27, & 29, BLOCK 5, PROJECTED SEC 13, T 11 N, R 3 E, NMMPM, ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, NOVEMBER, 1998", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON APRIL 9, 1997 IN VOLUME 97C, FILIO 106

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 unessential 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 #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	P.E.
<input type="checkbox"/>	<input type="checkbox"/>	25' FOC-EOP	Major Local Paving w/ Standard Curb and Gutter (South side)	Beverly Hills Ave NE	West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	East PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/
<input type="checkbox"/>	<input type="checkbox"/>	5'	Sidewalk South Side	Beverly Hills Ave NE	West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	East PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/
<input type="checkbox"/>	<input type="checkbox"/>	36"	Storm Sewer	Beverly Hills Ave NE	Connect to Exist, West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	East PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/
<input type="checkbox"/>	<input type="checkbox"/>	18"	Storm Drain and W/ Type A Inlets	Beverly Hills Ave NE	West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	East PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/
<input type="checkbox"/>	<input type="checkbox"/>	15"	Drainage sidewalk culvert	Beverly Hills Ave NE	West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	West PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	/	/
<input type="checkbox"/>	<input type="checkbox"/>	15"	Drainage sidewalk culvert	San Diego Ave NE	28A2, Block 5 of N ABQ Acres TR A Unit B	28A2, Block 5 of N ABQ Acres TR A Unit B	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	Private P.E.	City Cnst Engineer
		8"	Sanitary Sewer Slub (South Side) Sanitary Sewer w/ appurtenances and services (Center)	Beverly Hills Ave NE	West PL of Lot 5, Block 5 of N ABQ Acres TR A Unit B MH #B16515, East PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	West PL of Lot 5, Block 5 of N ABQ Acres TR A Unit B MH #B16611, West PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/	/
		8"	Water Main	Beverly Hills Ave NE	East PL of Lot 4, Block 5 of N ABQ Acres TR A Unit B	West PL of Lot 7, Block 5 of N ABQ Acres TR A Unit B	/	/	/
		8"	Waterline w/ appurtenances and services (North Side)	Beverly Hills Ave NE	Lot 6, Block 5 of N ABQ Acres TR A Unit B	Lot 6, Block 5 of N ABQ Acres TR A Unit B	/	/	/
		6"	Hydrant and appurtenances (North Side)	Beverly Hills Ave NE			/	/	/
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							/	/	/

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		Approval of Creditable Items:	City User Dept. Signature	Date
							Inspector	City Const 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.

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AGENT / OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Brian Francis	NAME (print)	Jan 31, 2023	Jan 27, 2023
LuxeLocker	FIRM	DRB CHAIR - date	PARKS & RECREATION - date
<i>[Signature]</i>	1/11/23	Ernest Arriaga	<i>[Signature]</i>
SIGNATURE - date		TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
		<i>[Signature]</i>	Jan 30, 2023
		UTILITY DEVELOPMENT - date	CODE ENFORCEMENT - date
		Jan 30, 2023	
		CITY ENGINEER - date	
DESIGN REVIEW COMMITTEE REVISIONS			

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

CONTRACT CONTROL FORM

PROJECT: 722085

CONTACT PERSON: Kathy Verhage

CCN: _____

(New/Existing) New

Type of Paperwork IIA Proc B

Project Name/Description
(From CTS): Luxelocker

Developer/Owner/Vendor Luxelocker, LLC

Contract Amount \$576,013.00

Contract Period: _____ - 06/30/25

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>ds</small>	<u>6/30/2023 4:10 PM MDT</u>
Legal Department	<u>BMR</u> <small>ds</small>	<u>7/3/2023 10:32 AM MDT</u>
City Engineer	<u>SB</u>	<u>7/3/2023 1:21 PM MDT</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	<u>ds</u>	_____
OTHER: <u>CAO</u>	<u>LRL</u>	<u>7/3/2023 3:18 PM MDT</u>

DISTRUBUTION:

_____ Date: _____ By: _____

Received by City clerk _____