

CONTRACT CONTROL FORM

PROJECT: 703383 **CONTACT PERSON:** Leila Shadabi

CCN: 2026 AGR 124389

(New/Existing) _____

Type of Paperwork IIA-Procedure B-WO

Project Name/Description _____

(From CTS): Rehab Hospital, Woodward Pl

Developer/Owner/Vendor Albuquerque Rehab Real Estate Investors, LLC

7/1/2028

Contract Amount \$201,566.20 Contract Period: 12/2/2025 - 07/01/2028

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u>	<u>12/2/2025 9:24 AM MST</u>
Legal Department	<u>JS</u>	<u>12/2/2025 11:09 AM MST</u>
City Engineer	<u>JS</u>	<u>12/2/25</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk 12/16/2025 RSalv

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Rehab Hospital, Woodward Place
Project Number: 703383

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 **Albuquerque Rehab Real Estate Investors, LLC** ("Developer"), a Texas Limited Liability Company, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is meagan@crossdevelopment.net, whose address is 4317 Marsh Ridge Road, Carrollton, TX 75010 and whose telephone number is (214) 614-8252, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

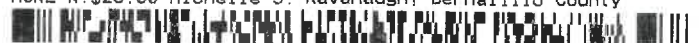
1. **Recital.** The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] _Tract "A" of the Plat of GATEWAY SUBDIVISION, Albuquerque, New Mexico recorded on February 18, 1998, Plat Book 98C, page 48 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by **Albuquerque Rehab Real Estate Investors, LLC** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **PR-2024-009765 Rehab Hospital** 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 Hearing Officer ("DHO") has approved phasing of the improvements; or the DHO 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 DHO unless the DHO 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 <i>Combined DRC Application</i> .

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: Surety
Amount: \$ 201,566.20
Name of Financial Institution or Surety providing Guaranty: Sure TEC Insurance company
Date City first able to call Guaranty (Construction Completion Deadline): July 1st 2028
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: Albuquerque Rehab Real Estate Investors, LLC

By [Signature]: _____

Name [Print]: Deno Maggi

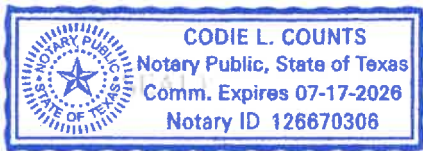
Title: Executive Vice President

Dated: 11/20/2025

DEVELOPER'S NOTARY

STATE OF Texas)
) ss.
COUNTY OF Denton)

This instrument was acknowledged before me on this 20th day of November, 2025, by
[name of person:] Deno Maggi, [title or capacity, for instance,
"President" or "Owner":] Executive Vice President of
[Developer:] Albuquerque Rehab Real Estate Investors, LLC.



Codie L Counts
Notary Public


My Commission Expires: July 17, 2026

CITY OF ALBUQUERQUE:

By: 
Shahab Biazar, P.E., City Engineer

DS
KV

Agreement is effective as of (Date): 12/2/25

Initial


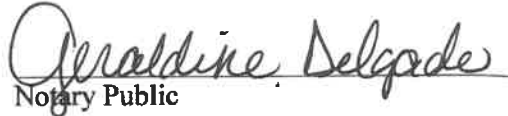
CITY'S NOTARY

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

This instrument was acknowledged before me on this 2 day of December, 2025,
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
Geraldine Delgado
Commission No. 1135791
Expires: October 22, 2029


Notary Public

My Commission Expires: October 22, 2029

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

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] 4487036

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Albuquerque Rehab Real Estate Investors, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Texas Limited Liability Company as "Principal", and [name of surety:] SureTec Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Texas 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:] Two Hundred One Thousand Five Hundred Sixty-Six and 20/100 Dollars, ([amount in figures:] \$ 201,566.20), 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:] Tract "A" Gateway Subdivision - PR-2024-009765 Rehab Hospital ("Developer's Property"), City Project No. 703383; 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:]

Street and Traffic Signal Improvements

("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:] Albuquerque Rehab Real Estate Investors, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on December, 2nd, 20 25 as Document Number 2025096865, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] 4487036

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:] July 1st, 2028 ("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 26 day of November, 20 25.

DEVELOPER

Albuquerque Rehab Real Estate Investors, LLC

By [signature:]

Name: Deno Maggi

Title: Executive Vice President

Dated: 11.26.25

SURETY

SureTec Insurance Company

By [signature:]

Name: Jessica Almaguer

Title: Attorney-in-Fact

Dated: 11.26.25



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

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Donnie D. Doan, Dawn Davis, Walter J. De La Rosa, Edward Ryan Bowles, Christen Tyner, Ryan Kinlin, Ashlie Dooley, Mistie Beck, Brett Lomax, Jessica Almaguer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of October, 2025.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

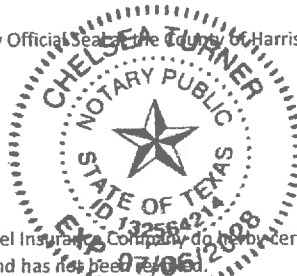
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of October, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner
Chelsea Turner, Notary Public
My commission expires 7/6/2028

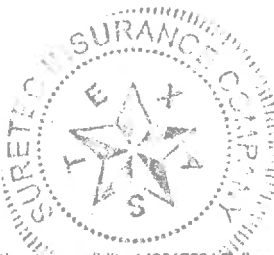
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE</p>
--

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759



FINANCIAL GUARANTY AMOUNT

Sept. 17, 2025

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

Project Description:

Project ID #: 703383

Rehab Hospital, Woodward Place
PR-2024-009765

Requested By: Jon Niski

Approved Estimate Amount: \$ 125,421.51

Contingency Amount: 10.00% \$ 12,542.15

Subtotal: \$ 137,963.66

PO Box 1293

NMGRT: 7.625% \$ 10,519.73

Subtotal: \$ 148,483.39

Albuquerque

Engineering Fee: 6.60% \$ 9,799.90

New Mexico 87103

Testing Fee: 2.00% \$ 2,969.67

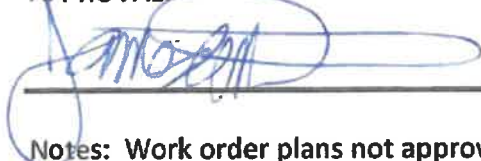
Subtotal: \$ 161,252.96

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 201,566.20

APPROVAL:



Notes: Work order plans not approved.

DATE:

Sept. 17, 2025



Project: Rehabilitation Hospital
 Created: 09/16/25
 COA Project No. 703383

* Not Listed in COA Unit Price Guide

		Estimate				
WORK ACTIVITY	ITEM NO.	QUANTITY	UNIT	UNIT COST	SUBTOTAL	% Complete
Improvements						
SDWK, 4" PCC	340.010	270	SY	\$72.54	\$ 19,585.80	
WLCHR ACC RAMP, 4"PCC	340.025	5	EA	\$3,032.38	\$ 15,161.90	
DETECT WARN SURFACE	340.029	40	SF	\$43.84	\$ 1,753.60	
VLY GUT & CURB, PCC	340.030	110	SY	\$108.82	\$ 11,970.20	
C & G, STD, PCC	340.050	14	LF	\$32.55	\$ 455.70	
C & G, MDN, PCC	340.060	38	LF	\$25.39	\$ 964.82	
CURB & GUT, PCC, R&D	343.080	160	LF	\$10.66	\$ 1,705.60	
RES PVMT, R&R, W/M	343.112	44	SY	\$214.28	\$ 9,428.32	
4" MED PVMT, PCC	340.300	22	SY	\$105.19	\$ 2,314.18	
3 SECT BP	427.031	9	EA	\$152.71	\$ 1,374.39	
SIGNAL HEAD DIRECTIONAL LOUVER	***	24	EA	\$300.00	\$ 7,200.00	
RAPID RECTANGULAR FLASING BEACONS	***	1	EA	\$22,250.00	\$ 22,250.00	
REF PNT MRK 4	440.001	900	LF	\$1.38	\$ 1,242.00	
REF PLAS MRK 24"	441.005	50	LF	\$7.25	\$ 362.50	
REF PLAS ARW TH	441.012	2	EA	\$154.16	\$ 308.32	
REF PLAS ARW TH & R	441.013	2	EA	\$330.04	\$ 660.08	
REF PLAS ARW TH & L	441.013	2	EA	\$330.04	\$ 660.08	
REM PAV ARR, SYM, WD	443.102	2	EA	\$123.91	\$ 247.82	
ALM PNL, SGN	450.001	13	SF	\$34.46	\$ 447.98	
SQ TB POST	450.010	15	LF	\$18.14	\$ 272.10	
TRCH, BF, 4-15" SAS, 8-12'	701.020	40	LF	\$43.44	\$ 1,737.60	
8" WL PIPE, W/O FIT	801.003	23	LF	\$64.75	\$ 1,489.25	
PRESS CONN, W/ FIT, WL	801.058	1	EA	\$2,147.73	\$ 2,147.73	
8" GATE VLV	801.082	1	EA	\$2,186.87	\$ 2,186.87	
VLV BOX A	801.105	1	EA	\$941.27	\$ 941.27	
6" SAS SERVICE	****	40	LF	\$41.91	\$ 1,676.40	
WET CONN, 8"-10" SAS	901.610	1	EA	\$1,360.22	\$ 1,360.22	
18" RCP, III	910.005	25	LF	\$50.58	\$ 1,264.50	
CONN TO INLET	****	1	EA	\$2,500.00	\$ 2,500.00	
TRAFFIC CONTROL	*	1	LS	\$ 5,000.00	\$ 5,000.00	
Total					\$ 118,669.23	
					SUBTOTAL \$ 118,669.23	
					SURVEYING 1.43% \$ 1,696.97	
					MOBILIZATION 4.26% \$ 5,055.31	
					SUBTOTAL \$ 125,421.51	
					CONTINGENCY 10.00% \$ 12,542.15	
					SUBTOTAL \$ 137,963.66	
					CITY ENGINEERING FEES 0.75% \$ 1,034.73	
					TESTING 1.50% \$ 2,069.45	
					BARRICADING 0.20% \$ 275.93	
					EROSION CONTROL 0.20% \$ 275.93	
					INSPECTION 2.00% \$ 2,759.27	
					SUBTOTAL \$ 144,378.97	
					NMGRT 7.88% \$ 11,369.84	
					PUBLIC IMPROVEMENTS TOTAL \$ 155,748.81	
					FINANCIAL GAURANTEE AMOUNT (125%) \$ 194,686.02	

Approved as basis of financial
 guaranty amount, CPN 703383
 Sept. 17, 2025

Current DRC
Project Number: 703383

FIGURE 12

Date Submitted: 7/16/25

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DHO Project No.: PR-2024-009765

DHO Application No.: SI-2024-00468

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT HEARING OFFICER (DHO) REQUIRED INFRASTRUCTURE LIST

Tract A Gateway Subdivision

PROPOSED NAME OF PLAT

Tract A Gateway Subdivision

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	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>	6' wide	Sidewalk and ADA Ramps	Woodward PL NE	South Property Line	Mountain Rd. NE	/	/	/
<input type="text"/>	<input type="text"/>	6' wide	Sidewalk and ADA Ramps	Mountain Rd NE	Woodward PL NE	I-25 Frontage Rd	/	/	/
<input type="text"/>	<input type="text"/>		Yellow Traffic Signal Backplates Signal Head Louvers	Intersection of Mountain Rd. and I-25 Frontage Rd.			/	/	/
<input type="text"/>	<input type="text"/>		Lane Assignment Signage	Southbound Mastarm	West Bound I-25 Frontage Road	Mountain Rd. NE	/	/	/
<input type="text"/>	<input type="text"/>		Restripe for southbound left turn lane	I-25 Frontage Rd	200' North of Mountain Rd	Mountain Rd. NE	/	/	/
<input type="text"/>	<input type="text"/>		Pedestrian Traffic Signalat Existing Pedestrian Crossing	Mountain Rd. NE	Existing Bus Stop	High School	/	/	/
<input type="text"/>	<input type="text"/>	15'	Right In / Right Out Median	Mountain Rd. NE	Mountain Rd. NE	North Property Line	/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/

Financially		Size	Type of Improvement	Location	From	To	Construction Certification		
Guaranteed DRC #	Constructed Under DRC #						Inspector	Private P.E.	City Cnst Engineer
							/	/	/
							/	/	/
		6"	Fireline w/ necessary valve, FHs, MJ's, RJ's and services	Woodward PL NE	Woodward PL NE	West Property Line	/	/	/
		6"	Sanitary Sewer service	Mountain Rd. NE	Mountain Rd. NE	North Property Line	/	/	/
							/	/	/
		18"	Type III RCP	Mountain Rd. NE	Mountain Rd. NE	North Property Line	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

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	Private P.E.	City Crst Engineer
							/	/	/
							/	/	/
Approval of Creditable Items:							Approval of Creditable Items:		
Impact Fee Administrator Signature							City User Dept. Signature		
Date							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 The property owner/developer must continue self-inspections and BM maintenance until the EPA's Final Stabilization Criteria is satisfied and approved by the City Stormwater Quality Section (Code 14-5-2-1(C)(1))

2

3

AGENT / OWNER		DEVELOPMENT FACILITATION TEAM APPROVALS	
Jonathan D. Niski, PE NAME (print) Tierra West, LLC FIRM Jonathan D. Niski, PE CITY OF DENVER 1000 14TH AVENUE DENVER, CO 80202	Signature Jul 28, 2025 PLANNING - date Ernest Benjy Jul 23, 2025 TRANSPORTATION DEVELOPMENT - date 09/06/2025 UTILITY DEVELOPMENT - date Jul 23, 2025 CITY ENGINEER - date	Signature Jul 23, 2025 PARKS & RECREATION - date AMAFCA - date Jul 24, 2025 CODE ENFORCEMENT - date Jul 23, 2025 HYDROLOGY - date	
DESIGN REVIEW COMMITTEE REVISIONS			

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT OWNER



City of Albuquerque

Agreement Control Cover Page

The completed cover sheet should be included in e-signature envelopes

Agreement ID Number 2026_AGR_124389

Fiscal Year 2026

Subject: PLN-PL-Building and Dev Services-2026_AGR_124389-IIA-Procedure B with Work Order-Albuquerque Rehab Real Estate Investors, LLC.

Dept. Contact Shadabi, Leila

505/924-3997

lshadabi@cabq.gov

AGREEMENT DETAILS

Sponsor Department: PLN

Division: PL-Building and Dev Services

Synopsis IIA-Procedure B with Work Order

Class Nonmonetary

Doc Type AGR- RE Agreement

Term (Years) 2.00

Total Amount 201,566.20

Begin Date 12/2/2025

End Date 7/1/2028

Council Approval Required?

N

Comments

Counter Parties

Entity Name(s) Albuquerque Rehab Real Estate Investors, LLC.

Agreement Packet to be Verified By:
(Users to initial this page)

Authority	Name	Title	Timestamp
Department	Shadabi, Leila	Contract Specialist	

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

Receipt: 1661425

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	17
	Document #	2025096865
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 0904
Paid By TIERRA WEST LLC

Thank You!

12/2/25, 2:05 PM MST ichaveztaylor