

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B WORK ORDER)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Caminito Verde Subdivision
Project Number: 727184

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 HG Development, LLC ("Developer"), a Limited Liability Company, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is ks@kseavey.com, whose address is PO Box 40471 (Street or PO Box) Albuquerque (City, State), NM (Zip Code) and whose telephone number is 505-450-5612, 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:] N'lly Portion of Tract 43 Alvarado Unit No. 2 recorded on January 26, 1934, attached, book C page 28, as Document No. 2024010926 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:] HG Development, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Caminito Verde Subdivision 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

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: HG Development, LLC

By [Signature]: *Hunter Greene*

Name [Print]: HUNTER GREENE

Title: OWNER

Dated: 1/21/26

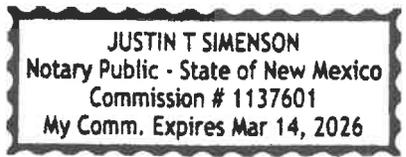
DEVELOPER'S NOTARY

STATE OF New Mexico)

COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 21st day of January, 2026, by
[name of person:] Hunter Greene, [title or capacity, for instance,
"President" or "Owner":] Owner of
[Developer:] HG Development, LLC.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 3/14/26



LETTER OF CREDIT

January 28, 2026

IRREVOCABLE LETTER OF CREDIT AND AGREEMENT NO. 24001924
AMOUNT: \$257,473.95

City of Albuquerque
Attn: Shahab Biazar, City Engineer, or an authorized designee
Planning Department
600 2nd St NW
Albuquerque, NM 87102

Re: Letter of Credit for HG Development, LLC
City of Albuquerque Project No.: 727184
Project Name: Caminito Verde

To Whom It May Concern:

This letter is to advise the City of Albuquerque (“City”) that, at the request of HG Development, LLC (“Developer”), Capra Bank in Albuquerque, New Mexico, has established an Irrevocable Letter of Credit in the sum of Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Three and 95/100 dollars (\$257,473.95) (“Letter of Credit”) for the exclusive purpose of providing the financial guarantee, which the City requires Developer to provide for the installation of the improvements, which must be constructed at Caminito Verde, Project No. 727184 (“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 Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Three and 95/100 dollars (\$257,473.95) is available by certified mail at the option of the City of Albuquerque or at sight at Capra Bank, 5171 Lang Ave NE, Albuquerque, New Mexico between January 31, 2027, and March 31, 2027.

When presented for negotiation, the draft(s) is/are to be accompanied by the City’s notarized certification stating: “1) Developer has failed to comply with the terms of the Agreement; 2) the City Engineer, City Manager or an authorized designee shall 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 January 31, 2027, and March 31, 2027.

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 Developer's failure to comply with the terms of the Agreement, and payment by Certified Check from Capra Bank 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 March 31, 2027; or
4. Written termination of this Letter of Credit by the City of Albuquerque, signed by its City Engineer or an authorized designee.

This Letter of Credit will terminate at 4 o'clock p.m., New Mexico time, March 31, 2027.

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,

Capra Bank

By: 

Print Name: Trevor Lewis

Title: Senior Vice President

Date: 1.28.26

ACCEPTED:

CITY OF ALBUQUERQUE

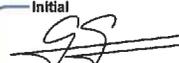
By: 

City Engineer, or authorized designee

Print Name: 2/2/26 Shahab

Date: 2/2/26 Biazor

DS
KV

Initial




CAPRA BANK™

Very truly yours,

Capra Bank

By: _____

Print Name: Trevor Lewis

Title: Senior Vice President

Date: 1.28.26

ACCEPTED:

CITY OF ALBUQUERQUE

By: _____

City Engineer, or authorized designee

Print Name: _____

Date: _____



FINANCIAL GUARANTY AMOUNT

November 19, 2025

Type of Estimate: I.I.A. Procedure B with Work Order

Project Description:

Project ID #: 727184 Caminito Verde Subdivision

Requested By: Justin Thor Simonson

Approved Estimate Amount: \$ 160,209.26

Contingency Amount: 10.00% \$ 16,020.93

Subtotal: \$ 176,230.19

NMGRT: 7.625% \$ 13,437.55

Subtotal: \$ 189,667.74

Engineering Fee: 6.60% \$ 12,518.07

Testing Fee: 2.00% \$ 3,793.35

Subtotal: \$ 205,979.16

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ **257,473.95**

APPROVAL:

A handwritten signature in blue ink, appearing to read "Justin Thor Simonson".

DATE:

Nov. 19, 2025

Notes: Work order in process; this covers ABCWUA Utility Improvements

Caminito Verde Subdivision

ENGINEER'S OPINION OF PROBABLE COST* for Financial Guarantee

*This opinion of probable cost is not a contractor's estimate. Variations in cost will occur.

COA Project #

10/29/2025

I&A Job#

2668

| Item # | Short Description | Unit | Probable Unit Cost | Probable Quantity | Probable Amount |
|---------|--------------------------------|------|--------------------|-------------------|---------------------|
| | | | | Subtotal | \$ 16,213.18 |
| 4.01 | STAKING | % | 1.43 | 160,209.26 | 2,290.99 |
| 6.05 | MOB | % | 4.26 | 160,209.26 | 6,824.91 |
| 19.01 | TRAFF CONT & BARR | % | 3.43 | 160,209.26 | 5,495.18 |
| 30.01 | FLOOD PROTECTION | % | 0.37 | 160,209.26 | 592.77 |
| 30.02 | NPDES PERMITTING | % | 0.63 | 160,209.26 | 1,009.32 |
| | SECTION 300 | | | Subtotal | \$ 37,030.24 |
| 301.02 | SUBGRADE PREP, 12" | SY | \$ 4.35 | 100.00 | 435.00 |
| 303.01 | 3" CRUSHR FINE TRAIL STAB | SY | \$ 47.42 | 319.00 | 15,126.98 |
| 336.025 | ASP CONC, Superpave, 3-1/2", M | SY | \$ 31.19 | 88.00 | 2,744.72 |
| 340.023 | WLCHR ACC RAMP, 4" PCC | SY | \$ 101.72 | 12.00 | 1,220.64 |
| 340.025 | WLCHR ACC RAMP, 4" PCC | EA | \$ 2,907.36 | 2.00 | 5,814.72 |
| 340.029 | DETECT WARN SURFACE | SF | \$ 42.03 | 10.00 | 420.30 |
| 340.03 | VLY GUT & CURB, PCC | SY | \$ 104.33 | 61.00 | 6,364.13 |
| 340.061 | C & G, MOUNT, MDN | LF | \$ 46.48 | 54.00 | 2,509.92 |
| 343.02 | AC PVMT <4", SAW, R&D | SY | \$ 10.09 | 88.00 | 887.92 |
| 343.08 | CURB & GUT, PCC, R&D | LF | \$ 10.22 | 82.00 | 838.04 |
| 343.09 | EXIST. SDWK & DRVEPAD, R&D | SY | \$ 13.63 | 49.00 | 667.87 |
| | SECTION 400 | | | Subtotal | \$ 406.92 |
| 450.001 | ALM PNL SGN | SF | \$ 33.04 | 6.00 | 198.24 |
| 450.01 | SQ TB POST | LF | \$ 17.39 | 12.00 | 208.68 |
| | SECTION 500 | | | Subtotal | \$ 1,391.08 |
| 550.05 | GUARD POST | EA | \$ 695.54 | 2.00 | 1,391.08 |
| | SECTION 700 | | | Subtotal | \$ 19,066.17 |
| 701.01 | TRCH, BF, 4-15" SAS, <8' | LF | \$ 28.99 | 83.00 | 2,406.17 |
| 701.02 | TRCH, BF, 4-15" SAS, 8-12' | LF | \$ 41.65 | 400.00 | 16,660.00 |
| | SECTION 800 | | | Subtotal | \$ 46,358.52 |
| 801.002 | 6" WL PIPE, w/o FIT | LF | \$ 46.57 | 451.00 | 21,003.07 |
| 801.058 | PRESS CONN, w/FIT, WL | EA | \$ 2,059.18 | 1.00 | 2,059.18 |
| 801.065 | DI FIT, MJ, 4"-14", WL | LB | \$ 5.22 | 1.00 | 5.22 |
| 801.081 | 6" GATE VLV | EA | \$ 1,625.83 | 2.00 | 3,251.66 |
| 801.105 | VLV BOX A | EA | \$ 902.46 | 2.00 | 1,804.92 |
| 801.113 | FH, 4' | EA | \$ 4,647.52 | 1.00 | 4,647.52 |
| 801.15 | MJ REST GLND, 4"-8" | EA | \$ 189.62 | 24.00 | 4,550.88 |
| 801.155 | JNT REST HRNSS, 4"-8" | EA | \$ 135.20 | 8.00 | 1,081.60 |
| 802.77 | 3/4" NS WTR LN, DS, NWM | EA | \$ 2,651.49 | 3.00 | 7,954.47 |
| | SECTION 900 | | | Subtotal | \$ 55,956.33 |
| 901.03 | 8" SAS PIPE | LF | \$ 28.05 | 483.00 | 13,548.15 |
| 905.05 | 4" NEW SAS SVC | EA | \$ 1,738.85 | 6.00 | 10,433.10 |
| 910.005 | 18" RCP, III | LF | \$ 48.49 | 100.00 | 4,849.00 |
| 920.07 | MH, 4' DIA, C or E 6'-10' D | EA | \$ 6,781.52 | 4.00 | 27,126.08 |

Project Improvement Subtotal

\$ 160,209.26

Estimate Approved as Basis of Financial Guarantee,
CPN 727184, Nov. 19, 2025



Project Overhead Subtotal

\$ 16,213.18

Total Project Amount

\$ 176,422.44

NMGR 7.6250%

\$ 13,452.21

Total Amount

\$ 189,874.65

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: 10/29/2025
 Date Site Plan Approved: _____
 Date Preliminary Plat Approved: 10/29/2025
 Date Preliminary Plat Expires: _____
 DHO Project No.: PR-2024-010352
 DHO Application No.: MINOR PLT-2025-00055

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT HEARING OFFICER (DHO) REQUIRED INFRASTRUCTURE LIST

Caminito Verde Subdivision

PROPOSED NAME OF PLAT

**N'y Portion of Tract 43, Alvarado Gardens, Unit No. 2; Tract 16A1, MRGCD Map No. 34;
 Port. Lot 6, Boulevard Gardens 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 DRC # | Constructed Under DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | |
|------------------------------|-------------------------|------|---------------------|------------------------------------|--------------------------------|--------------------------------|----------------------------|--------------------|
| | | | | | | | Inspector | City Crst Engineer |
| | | 8" | Waterline | Public ABCWUA Easement | East property line of Lot 1 | Rio Grande Blvd | / | / |
| | | 8" | Sanitary Sewer | Public ABCWUA Easement | East property line of Lot 1 | Rio Grande Blvd | / | / |
| | | 6' | PCC Sidewalk | Rio Grande Blvd west frontage only | South property line of Tract A | North property line of Tract A | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |

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 | | |
|------------------------------|-------------------------|------|---------------------|----------|------|----|----------------------------|------|--------------------|
| | | | | | | | Inspector | P.E. | City Crst Engineer |
| | | | | | | | / | / | / |
| | | | | | | | / | / | / |

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 5' wide ADA compliant stabilized crusher fines pat along the north side of Tract A and Lots 1 thru 5 from Rio Grande Blvd to the MRGCD ditch.

2 Private HOA Maintained storm water ponds to be constructed per approved Grading and Drainage plan.

3 Irrigation ditch on lot 1 to be reestablished into existing Acequia ROW and easements from MRGCD Duranes Ditch to Lot 8-P1 Las Acequias Addition.

AGENT / OWNER DEVELOPMENT FACILITATION TEAM APPROVALS

Justin Thor Simenson
NAME (print) _____
10/30/2025
SIGNATURE - date

Isaacson & Arfman, Inc.
FIRM
10/30/2025
SIGNATURE - date

Jay Redenbach
PLANNING - date
10/31/2025

Ernest Durmijo
TRANSPORTATION DEVELOPMENT - date
10/30/2025

[Signature]
UTILITY DEVELOPMENT - date
11/05/2025

[Signature]
CITY ENGINEER - date
10/30/2025

[Signature]
Whitney P. Chan (Oct 30, 2025 16:10:07 MDT)
PARKS & RECREATION - date
10/30/2025

[Signature]
Jeff P. [Signature] (Oct 30, 2025 09:57:12 MDT)
AMAFCA - date
10/30/2025

[Signature]
CODE ENFORCEMENT - date
10/30/2025

HYDROLOGY - date

DESIGN REVIEW COMMITTEE REVISIONS

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT / OWNER |
|----------|------|-----------|-----------------|---------------|
| | | | | |
| | | | | |
| | | | | |

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

Receipt: 1676952

| Product | Name | Extended |
|----------------|--------------|-----------------|
| AGRE | Agreement | \$25.00 |
| | # Pages | 16 |
| | Document # | 2026007789 |
| | # Of Entries | 0 |
| Total | | \$25.00 |

Tender (Check) \$25.00
Check# 26126
Paid By isaacson and arfman inc
Phone # 5052688828

Thank You!

2/2/26, 2:04 PM MST abriggs

CONTRACT CONTROL FORM

PROJECT: 727184

CONTACT PERSON: Leila Shadabi

CCN: _____

(New/Existing) _____

Type of Paperwork IIA Procedure B- With a Work Order

Project Name/Description (From CTS): Caminito Verde Subdivision

Developer/Owner/Vendor HG Development/HG Development

Contract Amount \$257473.95

Contract Period: 1/28/2026 - 1/31/2027

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

| | Approved By | Approval Date |
|-------------------------|-------------|--------------------------------|
| DRC Manager | <u>KV</u> | <u>2/2/2026 9:46 AM MST</u> |
| Legal Department | <u>GS</u> | <u>2/2/2026 10:26 AM MST</u> |
| City Engineer | <u>KS</u> | <u>2/2/26</u> |
| Hydrology Engineer | _____ | _____ |
| Transportation Engineer | _____ | _____ |
| Construction Engineer | _____ | _____ |
| OTHER: <u>CAO</u> | _____ | _____ |

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk MM AS

REC'D CITY CLERK
2026 FEB 2 PM 2:46