

**COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
AGREEMENT FOR THE LYON BOULEVARD
STORM DRAIN EXTENSION PROJECT**

B-11/D100

THIS AGREEMENT is made and entered into this 8th day of February, 2005, by and among the Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico ("AMAFCA"), the City of Albuquerque, a New Mexico municipal corporation, ("CITY"), Bernalillo County, a political subdivision of the State of New Mexico ("COUNTY"), and The Board of Education of the City of Albuquerque, Governing Board of, for and on behalf of the Albuquerque Municipal School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a political subdivision of the State of New Mexico ("APS"), Geltmore Land Co., Ltd., a New Mexico limited liability company, R. J. Schaefer Realty & Investments, Inc., a New Mexico corporation, Sharif A. (aka "Felix") Rabadi, Builders Investment Company of New Mexico, LTD. Co., a New Mexico Limited Liability Company, and Clearbrook Investments, Inc., a New Mexico corporation, the latter six hereinafter collectively referred to as "DEVELOPERS", representing the area property owners, and all entities collectively referred to as the "PARTIES".

RECITALS:

1. Whereas, the Piedras Marcadas Watershed and Lyon Boulevard Storm Drain Drainage Management Plan (hereinafter referred to as "DMP"), dated July 29, 2003, and prepared for AMAFCA by Bohannon Huston, Inc., proposed the extension of the existing 72-inch storm drain in Lyon Boulevard to divert developed flow from the Piedras Marcadas Dam to the Calabacillas Arroyo;
2. Whereas, the DMP identified the limited capacity of the storm drain outfall and allowed up to 212 cubic feet per second (cfs) of storm water runoff from the proposed development southwest of Paradise Boulevard and Lyon Boulevard intersection;
3. Whereas, the AMAFCA Board of Directors ^{B-11/6004} has adopted the fiscal year 2005 Project Schedule, which includes construction of the Lyon Boulevard Storm Drain Extension (the "PROJECT"), consisting of a 90-inch storm drain pipe and related appurtenances; as shown on the attached Exhibit "A";
4. Whereas, on June 29, 2004, AMAFCA engaged Wilson & Company, Inc. to provide design and construction management services for the PROJECT in compliance with the DMP;
5. Whereas, Tierra West, LLC prepared a Drainage Report for "The Chamisa Project Lyon Diversion / Albuquerque, New Mexico," dated November 2003, for the DEVELOPERS, which outlined storm water runoff management in the DMP area ("Chamisa Storm Drain and Detention Pond System"), including runoff to the PROJECT, as shown on the attached Exhibit "B";

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6. Whereas, in meetings with the CITY and AMAFCA, the DEVELOPERS have agreed to fund an upgrade in pipe size for the PROJECT in exchange for certain future development considerations as defined herein.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE - PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to outline responsibilities, duties, and considerations (including planning, design, construction, funding, maintenance, and other responsibilities) among the PARTIES for the PROJECT.

SECTION TWO - AMAFCA AGREES TO:

- 2.1. Cause to be designed, with an engineer's seal and signature, the PROJECT, as shown on the attached Exhibit "A", and submit the construction plans, specifications and design documents to the CITY and COUNTY for review and approval.
- 2.2. Obtain a work-order authorization from the CITY for construction of the PROJECT within the CITY right-of-way through the CITY Design Review Committee ("DRC") process. Comply with applicable CITY rules, regulations and requirements for construction within CITY right-of-way, including, but not limited to, execution of a Procedure 'A' Subdivision Improvements Agreement, with applicable bonds and insurance. All work shall meet or exceed the CITY's current Standard Specifications for Public Works Construction.
- 2.3. Obtain COUNTY approval for construction of the PROJECT within the COUNTY right-of-way and comply with applicable COUNTY rules, regulations and requirements for construction within COUNTY right-of-way, with applicable bonds and insurance.
- 2.4. Advertise and bid the PROJECT in compliance with the New Mexico State Procurement Code, Chapter 13.
- 2.5. Administer the construction management of the PROJECT, which will include survey, testing and inspection of all construction. AMAFCA shall issue any change orders deemed necessary or desirable by AMAFCA. AMAFCA shall advise and seek

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CITY or COUNTY, as appropriate, comments before issuing a change order regarding any aspect in which the CITY's or COUNTY's interest may be affected.

- 2.6. Cause to be constructed the PROJECT in substantial compliance with the approved construction drawings and contract documents.
- 2.7. Keep the CITY and COUNTY informed on all aspects of the PROJECT during construction, including, but not limited to, providing notice of all regular or special construction meetings, and coordinate with the CITY and COUNTY on any modifications or change orders made during construction.
- 2.8. Provide the CITY and COUNTY with one copy each of all PROJECT documents necessary for review and processing of the PROJECT, including one set of "As-Built" drawings of the completed PROJECT. As-Built drawings shall be submitted on Mylar and in digital files formatted in both "dxf" and "pdf" files.
- 2.9. Accept DEVELOPERS' lump sum contribution of \$285,000.00 and keep a strict accounting of the funds received and disbursed under the terms of this Agreement.
- 2.10. Fund the PROJECT design, construction, and related construction management services in excess of the DEVELOPERS' \$285,000.00 contribution.
- 2.11. Accept the construction of the PROJECT and the Chamisa Storm Drain and Detention Pond System as satisfying AMAFCA's drainage requirements from the DEVELOPERS with respect to Paradise Boulevard drainage improvements.
- 2.12. Quitclaim/release to DEVELOPERS any and all AMAFCA Drainage Easements no longer required for access and/or drainage due to construction of the PROJECT and/or construction of the Chamisa Storm Drain and Detention Pond System.

SECTION THREE – THE CITY AGREES TO:

- 3.1. Review and, when and if appropriate, approve the construction plans and specifications for the PROJECT in a timely manner.
- 3.2. Accept the portion of the PROJECT within the CITY right-of-way for continuous maintenance upon satisfactory completion of construction and confirmation of acceptance of same in writing by the CITY Engineer.

**COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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- 3.3. Accept the construction of the PROJECT and the Chamisa Storm Drain and Detention Pond System as satisfying the CITY's drainage requirements from the DEVELOPERS with respect to Paradise Boulevard drainage improvements.
- Com for APS
1-19-05
#126,031.00
2/8/05*
- 3.4. Amend the Subdivision Improvement Agreement with APS for Project No. 6623.81 to delete references to drainage requirements and to reduce the financial guaranty to ~~\$143,847.00~~. The financial guaranty and claim of lien relating to Project No. 6623.81 shall likewise be amended to reduce the amount to \$126,031.00.
- 3.5. Accept the Chamisa Storm Drain and Detention Pond System referenced in Section 5.2 for continuous maintenance upon satisfactory completion of construction and confirm acceptance of same in writing by the CITY Engineer.
- 3.6. To the extent allowed under current or future applicable impact fee ordinance, grant impact fee credits for DEVELOPERS' financial contribution to the PROJECT and/or the Chamisa Storm Drain and Detention Pond System.

SECTION FOUR – THE COUNTY AGREES TO:

- 4.1. Review and, when appropriate, approve the construction plans and specifications for the PROJECT in a timely manner.
- 4.2. Accept the portion of the PROJECT within the COUNTY right-of-way for continuous maintenance upon satisfactory completion of construction and confirm acceptance of same in writing by the COUNTY Manager.
- 4.3. Accept the construction of the PROJECT and the Chamisa Storm Drain and Detention Pond System as satisfying the COUNTY's drainage requirements from the DEVELOPERS with respect to Paradise Boulevard drainage improvements.

SECTION FIVE - THE DEVELOPERS AGREE TO:

- 5.1. Provide to AMAFCA a lump sum contribution of \$285,000.00 for a pipe size upgrade to allow the PROJECT to accept up to 212 cubic feet per second of storm water runoff from development southwest of the Paradise Boulevard and Lyon (Unser) Boulevard intersection. Payment shall be made to AMAFCA no less than seven (7) days after authorization by the AMAFCA Board of Directors to advertise for construction of the PROJECT. It is currently estimated that the advertisement for construction will be approved at the January 27, 2005 AMAFCA Board meeting.. Payment may be in the form of multiple checks from the DEVELOPERS, with

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amounts as listed in Exhibit "C". The payment of said contributions will be required before AMAFCA awards the construction project. This is currently estimated to be about February 24, 2005; however, AMAFCA will attempt to inform all PARTIES of the actual schedule. In the event that any private PARTY fails to make its contribution, then this Agreement shall terminate and the DEVELOPERS' contributions shall be returned, unless the non-defaulting DEVELOPERS agree to a reallocation of the defaulting PARTY's contribution(s).

- 5.2. Design and build the Chamisa Storm Drain and Detention Pond System, as described in Exhibit "B", including a storm drain outfall for the Vittoria Pond, which will be limited to 7 cfs discharge, and make allowance for minor flows from property to the south, in accordance with the approved Drainage Report by Tierra West, LLC, dated November 2003.
- 5.3. Provide an infrastructure phasing plan to address interim drainage facilities required until the PROJECT is complete.
- 5.4. Grant to and in a form acceptable to the CITY all necessary drainage rights-of-way, as may be required for construction, operation and maintenance of the Chamisa Storm Drain and Detention Pond System.

SECTION SIX - THE PARTIES AGREE TO:

- 6.1. Work with each other in order to expedite the construction of the PROJECT.
- 6.2. If any situation arises which adversely affects any participation in the Agreement, said PARTY will immediately, and in writing, notify the other PARTIES. All notices with respect to this Agreement shall be in writing and shall be delivered personally, sent via confirmed telefax, or sent postage prepaid, by United States certified mail, return receipt requested, to the addresses set forth below:

Albuquerque Metropolitan Arroyo
Flood Control Authority
2600 Prospect Ave NE
Albuquerque, NM 87107
Fax: (505) 884-0214

Albuquerque Public Schools
P.O. Box 25704
Albuquerque, NM 87125 -0704
Attn: Chuck Atwood

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City of Albuquerque
City Engineer
600 2nd Street NW
Albuquerque, NM 87102
Fax: (505) 924-3864

Bernalillo County
County Manager
One Civic Plaza, 10th Floor
Albuquerque, NM 87102
Fax: (505) 768-4329

Geltmore Land Co., Ltd
6211 San Mateo N.E. Suite 130
Albuquerque, NM 87109-3534
Attn: Paul L. Silverman
Fax: (505) 294-2225

R. J. Schaefer Realty & Investments, Inc.
5600 Wyoming Blvd. N.E., Ste. 275
Albuquerque, NM 87109
Attn: Robert J. Schaefer

Builders Investments Company
of New Mexico Inc.
6300 Jefferson N.E., Ste 102
Albuquerque, NM 87109
Attn: Mike Marra

Mr. Felix Rabadi
120 Wyoming Blvd. SE
Albuquerque, NM 87123
Fax: (505) 256-1514

Clearbrook Investments, Inc.
8901 Adams N.E., Ste A
Albuquerque, NM 87113
Attn: Scott Henry
Fax: (505) 856-6307

- 6.3. Any circumstance, including the above, which materially affects this Agreement, will be promptly and equitably resolved by all PARTIES, and, if necessary, an amendment to this Agreement shall be executed.
- 6.4. Disputes under this Agreement, which cannot be resolved by the mutual agreement of the PARTIES, will be referred to binding arbitration under the provisions of the New Mexico Uniform Arbitration Act.
- 6.5. This Agreement may not be assigned by any of the PARTIES without the written consent of the other PARTIES, which consent shall not be reasonably withheld.
- 6.6. Except as otherwise specifically provided herein, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico.
- 6.7. Each PARTY shall be solely responsible for any and all liability arising from personal injury including death(s) or damage to property arising from an act or failure to act of the respective PARTY, its officials, agents, contractors and employees pursuant to this Agreement. Liabilities of each PARTY shall be subject to the

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immunities and limitations of the Tort Claims Act, Section 41-4-1, et seq., N.M.S.A. 1978, and any amendments thereto.

- 6.8. It is specifically agreed among the PARTIES executing this Agreement that this Agreement does not and is not intended to create in the public, or any member thereof, any rights whatsoever, such as, but not limited to, the rights of a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s) and/or any other claims(s) whatsoever pursuant to any provision of this Agreement.
- 6.9. By entering into this Agreement, the County and its "public employees" and the City and its "public employees", as defined in the New Mexico Tort Claims Act, and AMAFCA and its "public employees" do not waive sovereign immunity, do not waive any defense(s) and /or do not waive any limitations(s) of liability pursuant to law. No provisions in the Agreement modify and/or waive any provision of the New Mexico Tort Claims Act.
- 6.10. This Agreement shall inure to the benefit of and be binding upon the undersigned and their respective successors and assigns.
- 6.11. Each individual signing for each of the PARTIES hereunder warrants and represents that he/she is an authorized agent or officer of such PARTY, on whose behalf he/she is executing this Agreement and is authorized to execute the same.
- 6.12. This Agreement shall not become effective or binding on the CITY until approved by the City's Chief Administrative Officer, on AMAFCA until approved by AMAFCA's Board of Directors, on the COUNTY until approved by the Board of County Commissioners and upon APS until approved by the Board of Education of the City of Albuquerque.
- 6.13. In the event of a dispute between the DEVELOPERS and AMAFCA, and/or the CITY and/or the COUNTY, collectively or individually, regarding this Agreement, the prevailing PARTY shall be entitled to reimbursement of its costs and reasonable attorney's fees. In the event of a dispute between the CITY and/or COUNTY and AMAFCA, each PARTY shall be responsible for its own costs and attorney's fees.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year set forth above.

Date: 12/16/08

Albuquerque Metropolitan Arroyo
Flood Control Authority

Tim Eichenberg 12/16/08
By: Tim Eichenberg, Chairman
Board of Directors

Attest:

Ronald D. Brown
Ronald D. Brown, Secretary-Treasurer

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 16, 2004, by Tim Eichenberg, Chairman of the Board of Directors, on behalf of the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), a political subdivision of the State of New Mexico.

Pamela S. Woodruff
Notary Public


My Commission Expires:

9-22-08



COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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STORM DRAIN EXTENSION PROJECT

The Board of Education of the City of Albuquerque

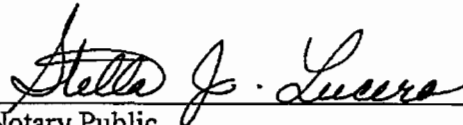

Michael J. Vigil, Chief Business Officer

2/8/05
Date

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on February 8, 2005,
by Michael J. Vigil, Chief Business Officer of the Board of Education of the City of
Albuquerque, the Governing Board of, for and on behalf of the Albuquerque Municipal
School District No. 12, Counties of Bernalillo and Sandoval, State of New Mexico, a
political subdivision of the State of New Mexico.


Notary Public

My Commission Expires:

Nov. 5, 2006

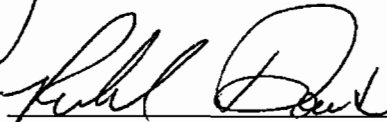


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City of Albuquerque

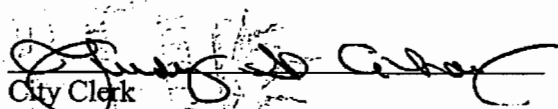

James Lewis, Chief Administrative Officer

1/4/04
Date


Richard Dourte, City Engineer

1-03-05
Date

Attest:

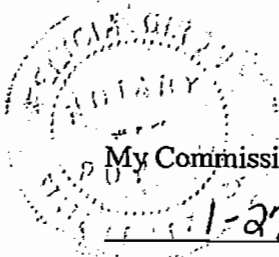

City Clerk

1-06-05
Date

ACKNOWLEDGMENT

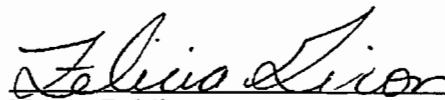
STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on January 4, 200⁵,
by James Lewis, Chief Administrative Officer for the City of Albuquerque, a New
Mexico municipal corporation.



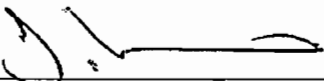
My Commission Expires:

1-27-06

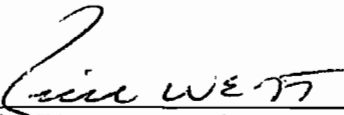

Notary Public

COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
AGREEMENT FOR THE LYON BOULEVARD
STORM DRAIN EXTENSION PROJECT

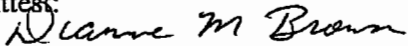
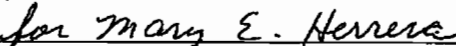
County of Bernalillo


Thaddeus Lucero, County Manager

1/12/05
Date


Tim West, Deputy County Manager
for Public Works

1-12-2005
Date

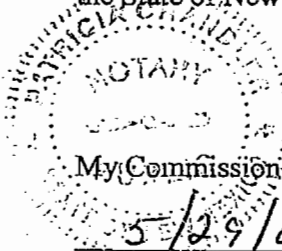
Attest:


County Clerk

1-12-05
Date

ACKNOWLEDGMENT

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

This instrument was acknowledged before me on January 12, 2004,
by Thaddeus Lucero, County Manager for Bernalillo County, a political subdivision of
the State of New Mexico.


My Commission Expires:
5/29/07


Notary Public

COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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STORM DRAIN EXTENSION PROJECT

Geltmore Land Co., Ltd.

Paul L. Silverman
Paul L. Silverman, Manager

12-14-04
Date

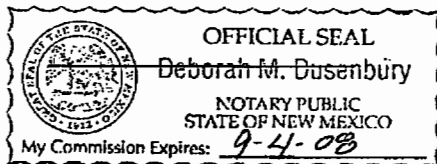
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 14, 2004,
by Paul L. Silverman, Manager for Geltmore Land Co., Ltd., a New Mexico limited
liability company.

Deborah M. Dusenbury
Notary Public

My Commission Expires:



COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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STORM DRAIN EXTENSION PROJECT

R. J. Schaefer Realty & Investments, Inc.

Robert J. Schaefer
Robert J. Schaefer, President

12/10/04
Date

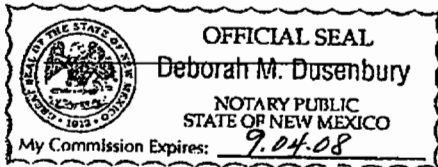
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 10, 2004,
by Robert J. Schaefer, President of R. J. Schaefer Realty & Investments, Inc., a New
Mexico corporation.

Deborah M. Dusenbury
Notary Public

My Commission Expires:



COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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STORM DRAIN EXTENSION PROJECT

Builders Investment Company of New Mexico, LTD. Co.

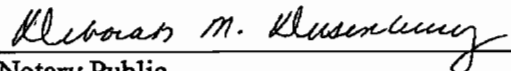

Mike Marra, Member

12/10/04
Date

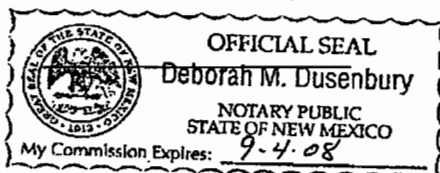
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 10, 2004,
by Mike Marra, Member of Builders Investment Company of New Mexico, LTD. Co., a
New Mexico Limited Liability Company.

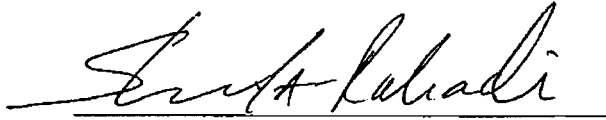

Notary Public

My Commission Expires:



**COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
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STORM DRAIN EXTENSION PROJECT**

Sharif A. Rabadi

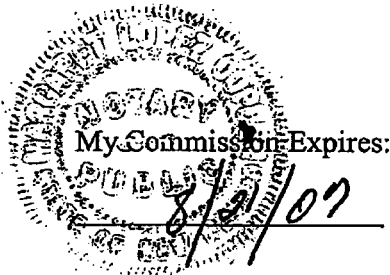

Sharif A. Rabadi

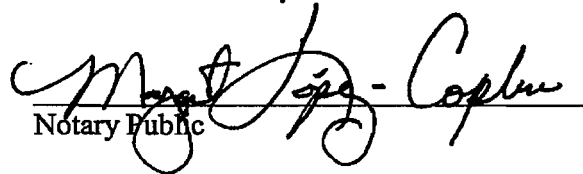
12/21/04
Date

ACKNOWLEDGMENT

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

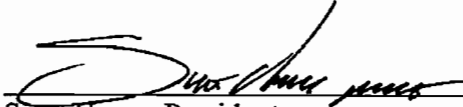
This instrument was acknowledged before me on 12/21, 2004,
by Sharif A. Rabadi.




Notary Public

COOPERATIVE FUNDING, CONSTRUCTION AND MAINTENANCE
AGREEMENT FOR THE LYON BOULEVARD
STORM DRAIN EXTENSION PROJECT

Clearbrook Investments, Inc.



Scott Henry, President

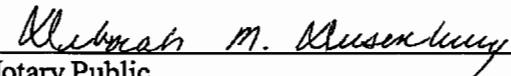
12/10/04

Date

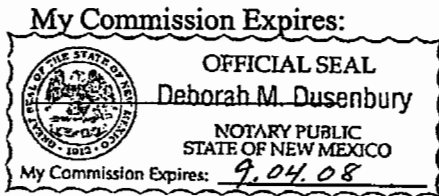
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on December 10, 2004,
by Scott Henry, President of Clearbrook Investments, Inc., a New Mexico corporation.



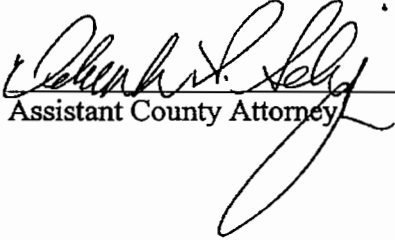
Notary Public



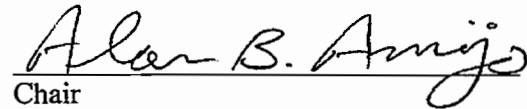
SUPPLEMENTAL SHEET

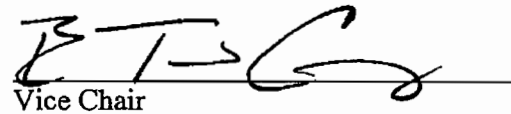
Motion to authorize the County Manager to execute the Agreement by and among the Albuquerque Metropolitan Arroyo Flood Control authority, the City of Albuquerque, Bernalillo County, the Board of Education of the City of Albuquerque, Geltmore Land Co., Ltel, R. J. Schaefer Realty & Investments, Inc., Sharif A. (aka "Felix") Rabadi, Builders Investment Company of New Mexico, LTD. Co., and Clearbrook Investments, Inc. was approved by the Board of County Commissioners at the 1/11/05 County Commission meeting.

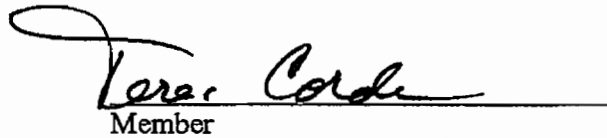
APPROVED AS TO FORM ONLY:

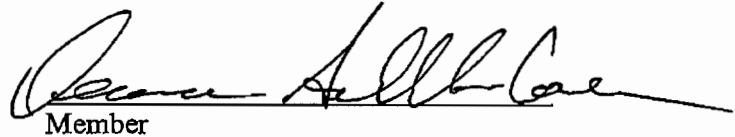

Assistant County Attorney

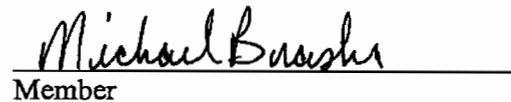
BOARD OF COUNTY COMMISSIONERS


Chair

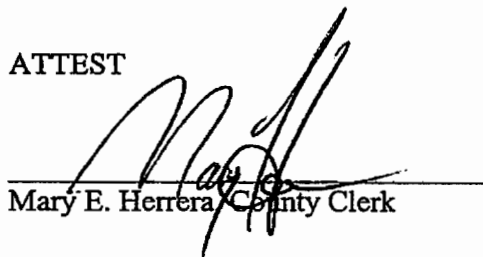

Vice Chair


Member


Member


Member

ATTEST

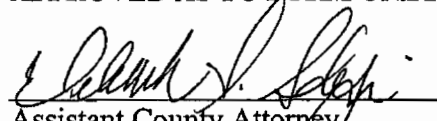

Mary E. Herrera, County Clerk



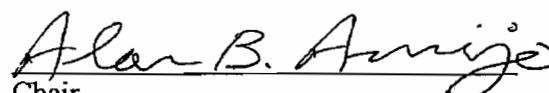
SUPPLEMENTAL SHEET

Motion to approve the Cooperative Funding, Construction, and Maintenance Agreement for the Lyon Boulevard Storm Drain Extension Project was approved by the Board of County Commissioners at the 1/11/05 County Commission meeting.


APPROVED AS TO FORM ONLY:

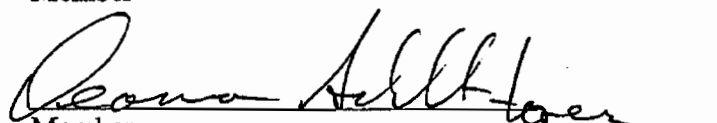

Assistant County Attorney

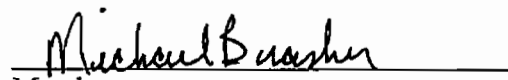
BOARD OF COUNTY COMMISSIONERS

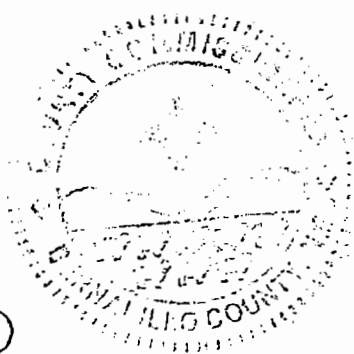

Chair


Vice Chair

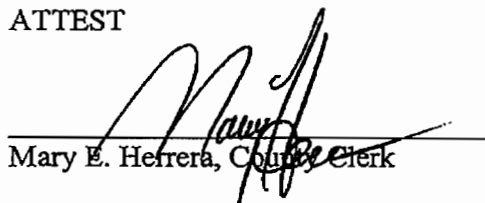

Member


Member


Member



ATTEST


Mary E. Herrera, County Clerk

GRAPHIC SCALE



IRVING BLVD. N.W.

LYON BLVD. N.W.

ALDER DR. N.W.

FORDHAM DR. N.W.

PARADISE BLVD. N.W.

LYON BOULEVARD
STORM DRAIN

EXHIBIT A
SD PLAN VIEW

ALBUQUERQUE METROPOLITAN
ARBORO FLOOD CONTROL
AUTHORITY

WILSON
ENGINEERING
INC.

NO.	DATE	REVISIONS	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DESIGN	DATE	DATE	AUG 2004
DRAIN	NO.	PROJECT NO.	N/A
CHECK	NO.	SHEET NO.	1 OF 1

MATCH LINE

MATCH LINE

24" WL EXTENDS TO
CHAPARRAL ST.

24" WL

24" WL

60" SD

72" SD RCP

7

ALBUQUERQUE METROPOLITAN ARBORO FLOOD CONTROL AUTHORITY

EXHIBIT C

DEVELOPERS' LUMP SUM CONTRIBUTION TO LYON BLVD. STORM DRAIN EXTENSION

	Prorata share
Developer	of pipe upsize

Clearbrook Investments, Inc.	\$9,962.86	pd 3/28/05
Geltmore Land Co, Ltd	\$18,352.64	pd 3-28-05
Albuquerque Public Schools	\$13,905.33	pd 5-3-05
Builders Investment Company of New Mexico, Inc	\$140,004.40	pd 3-29-05
Felix Rabadi	\$44,046.33	pd 4-22-05
Boulevard Limited Partnership	\$58,728.44	pd 3-30-05
Total	\$285,000.00	

05017 11-24
Office AU # 1210(8)
Operator I.D.: albu1160 albu7165

CASHIER'S CHECK

0501705021

FOR DEPOSIT ONLY

April 22, 2005

PAY TO THE ORDER OF ***AMAFCA***
RE: SHARIF RABADI

Forty-four thousand forty-six dollars and 33 cents

\$44,046.33

WELL'S FARGO BANK, N.A.
6000 MENAUL BLVD NE
ALBUQUERQUE, NM 87110
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 44,046.33

Yvonne Lohak
AUTHORIZED SIGNATURE

⑈0501705021⑈ ⑆121000248⑆4861 505659⑈

Clearbrook Investments, Inc.
8901 Adams NE Suite A
Albuquerque, NM 87113
505-858-1800

BANK OF ALBUQUERQUE
NATIONAL ASSOCIATION
ALBUQUERQUE, NM 87102
95-660/1070

2594

3/28/2005

PAY TO THE
ORDER OF AMAFCA

\$ **9,962.86

Nine Thousand Nine Hundred Sixty-Two and 86/100***** DOLLARS

AMAFCA
2600 Prospect Avenue NE
Albuquerque, NM 87107

MEMO Villa de la Chamisa - Storm Drain Drainage Improvements

⑈002594⑈ ⑆107006606⑆ 7827208678⑈

Clearbrook Investments, Inc.

2594

AMAFCA

3/28/2005

Date	Type	Reference
03/22/2005	Bill	TW322005

Original Amt.	9,962.86
---------------	----------

Balance Due	9,962.86
Check Amount	

Discount

Payment	9,962.86
	9,962.86

Bank of Albuquerque

Villa de la Chamisa - Storm Drain Drainage Improvements

9,962.86

BOULEVARD LIMITED PARTNERSHIP
A NEW MEXICO LIMITED PARTNERSHIP
P.O. BOX 14708 PH. 797-2600
ALBUQUERQUE, NM 87191



1500 MERCANTILE AVENUE, NE.
P.O. BOX 97000
ALBUQUERQUE, NM 87199-7000
(505) 341-5200 PHONE

1119

95-8877/3070

DATE March 30, 2005

PAY Fifty Eight Thousand Seven Hundred Twenty Eight and DOLLARS \$ 58,728.44
44/100-----

TO
THE
ORDER
OF

AMAFCA

⑈001119⑈ ⑆307088770⑆001⑈003742 1⑈

BOULEVARD LIMITED PARTNERSHIP

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM WVC-3 V-2

DATE	DESCRIPTION	AMOUNT
3/30/2005	AMAFCA Lyon Blvd. Storm Drain Extension	\$58,728.44

THIS CHECK IS VOID WITHOUT A BURGUNDY & TAN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW.

Capital Alliance
Investments, LLC

6300 Jefferson Street NE

Suite 102

Albuquerque, NM 87109

505-828-1400

Bank 1st

(505) 872-1536

12900 Louisiana Blvd. NE

Albuquerque, NM 87110

1203

3/29/2005

Pay to the
Order of

AMAFCA

\$140,004.40

One Hundred Forty Thousand Four and 40/100

DOLLARS

AMAFCA

2600 Prospect NE

Albuquerque, NM 87107

[Signature]

Lyon Blvd Storm Drain Project

⑈ 1203 ⑆ ⑆ 107006486 ⑆ 0110009425 ⑆

Capital Alliance
AMAFCA

Investments, LLC

1203

Date Type
3/29/2005 Bill

Reference

Original Amt.
140,004.40

Balance Due
140,004.40

3/29/2005
Discount

Check Amount

Payment
140,004.40
140,004.40

Bank 1st

Lyon Blvd Storm Drain Project

140,004.40

Contract 2005-11

331

WELLS FARGO BANK NEW MEXICO N.A.
ALBUQUERQUE, NM 87111
(505) 219-1070
3/1/2005

3/1/2005

\$ 18,352.64

***** DOLLARS

MEMO

Prorata share of Lyon Upsize

1070021921352546274

000331

PAID TO THE ORDER OF AMAFCA

Eighteen Thousand Three Hundred Fifty-Two and 64/100

AMAFCA

Security Features Included. Details on back.

981064/3-90

RECEIVED

MAR 28 2005

EXHIBIT "D"

JN 220039 PARGON PROPERTIES
 File No. 2002220039-Reports-Prorata 110204
 CHAMISA DRAINAGE MANAGEMENT PLAN
 PRO RATA CALCULATION SHEET
 OPINION OF PROBABLE COST = \$1,865,112.35 (Includes assumed land costs)

OWNER	AREA SOUTH	CFS	Q max	%	PRO RATA %	TOTAL PRO RATA AMOUNT
VITTORIA *	29.18	7		1.04%	0.00%	\$0.00
SOULE	6.18	19		2.82%	3.50%	\$65,189.49
GELTMORE	17.57	35		5.19%	6.44%	\$120,104.32
APS	39.62	64		9.50%	4.88%	\$91,000.00
BIC	72.94	267		39.61%	49.12%	\$918,224.37
RABADI	22.66	84		12.46%	15.45%	\$288,250.36
CHURCH	9.8	40		5.93%	0.00%	\$0.00
SHAEFER	27.97	112		16.62%	20.61%	\$384,333.82
UNSER	12.34	37		5.49%	0.00%	\$0.00
POND	4.29	9		1.34%	0.00%	\$0.00
TOTALS	242.55	674		100.00%	100.00%	\$1,865,112.35
PRO RATA NOT CHARGED TO VITTORIA, CHURCH, UNSER & POND						
						\$237,981.69

* Includes 14.43 acres from Villicia & 14.75 acres from Ventana Square

NOTES:

- 1) APS paying fixed amount of \$91,000
- 2) Developers Share of Lyon Storm Drain Upsize = \$285,000 Included

*\$18,352.64 DUE MARCH 31, 2005
 CHECK MADE OUT TO AMAFCA*

Prorata share of Lyon upsiza	Prorata Share of Chamisa Storm Drain	Developer
\$9,962.86	\$55,230.63	Clearbrook Investments, Inc.
\$18,352.64	\$101,751.68	Gellmore Land Co. Ltd
\$13,905.33	\$77,094.67	Abuquerque Public Schools
\$140,004.40	\$778,219.96	Builders Investment Company of New Mexico, Inc
\$44,046.33	\$244,204.03	Felix Rabadi
\$58,728.44	\$325,605.36	Boulevard Limited Partnership
\$285,000.00	\$1,580,112.35	Total

ALBUQUERQUE PUBLIC SCHOOLS

No. 494853

Date: 4/28/05

AMAFCA, 2600 PROSPECT NE, ALBUQUERQUE NM 87109

(22270)

Invoice Number	Description	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
R136936		04/21/05	\$13,905.33	\$0.00	\$13,905.33
			RECEIVED		
			MAY -3 2005		
TOTALS:			\$13,905.33	\$0.00	\$13,905.33

Detach at Perforation Before Depositing Check

ALBUQUERQUE PUBLIC SCHOOLS
District # 12
P.O. BOX 25734
ALBUQUERQUE, NEW MEXICO 87125-0734

WELLS FARGO BANK, N.A.
ALBUQUERQUE, NEW MEXICO 87124-1501

Date: 04/28/2005
Number: 494853

\$13,905.33

Pay to the order of: *Three Thousand Nine Hundred and 33/100 Dollars*

PAY TO THE ORDER OF: AMAFCA
2600 PROSPECT NE
ALBUQUERQUE NM 87109
(22270)

Signature: *[Signature]*

⑈00494853⑈ ⑆121000248⑆ 601 67908 64⑈