

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

March 13, 2026

Shahram Biazar, PE
SBS Construction and Engineering, LLC
7632 William Moyers Ave NE
Albuquerque, NM 87122

RE: 2211 Rio Grande Blvd NE
PERMANENT C.O. - Accepted
Engineer's Certification Date: 02/15/2026
Engineer's Stamp Date: 06/03/2024
Hydrology File: K09D026D
Case # HYDR-2026-00038

Dear Mr. Biazar:

PO Box 1293

Albuquerque

NM 87103

Based on the Engineer's Grading and Drainage Certification received 03/13/2026, site visit on 02/20/2026 and the recorded IIA dated 03/13/2026 (Doc # 2026020589), this letter serves as an approval from the Hydrology Section for a Permanent Certificate of Occupancy for the subject property to be issued by the Building and Safety Division.

If you have any questions, please contact me at 505-924-3695 (tchen@cabq.gov) or Bailey Thompson at 505-924-3995 (baileythompson@cabq.gov).

Sincerely,

www.cabq.gov

Tiequan Chen, P.E., CFM
Principal Engineer, Hydrology
Planning Department, Development Review Services



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (DTIS)

Project Title: _____ Hydrology File # _____

Legal Description: _____

City Address, UPC, OR Parcel: _____

Applicant/Agent: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

Applicant/Owner: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

(Please note that a DFT SITE is one that needs Site Plan Approval & ADMIN SITE is one that does not need it.)

TYPE OF DEVELOPMENT: PLAT (#of lots) _____ RESIDENCE
DFT SITE ADMIN SITE

RE-SUBMITTAL: YES NO

DEPARTMENT: TRANSPORTATION HYDROLOGY/DRAINAGE

Check all that apply under Both the Type of Submittal and the Type of Approval Sought:

TYPE OF SUBMITTAL:

- ENGINEER/ARCHITECT CERTIFICATION
- PAD CERTIFICATION
- CONCEPTUAL G&D PLAN
- GRADING & DRAINAGE PLAN
- DRAINAGE REPORT
- DRAINAGE MASTER PLAN
- CLOMR/LOMR
- TRAFFIC CIRCULATION LAYOUT (TCL)
ADMINISTRATIVE
- TRAFFIC CIRCULATION LAYOUT FOR DFT
APPROVAL
- TRAFFIC IMPACT STUDY (TIS)
- STREET LIGHT LAYOUT
- OTHER (SPECIFY) _____

TYPE OF APPROVAL SOUGHT:

- BUILDING PERMIT APPROVAL
- CERTIFICATE OF OCCUPANCY
- CONCEPTUAL TCL DFT APPROVAL
- PRELIMINARY PLAT APPROVAL
- FINAL PLAT APPROVAL
- SITE PLAN FOR BLDG PERMIT DFT
APPROVAL
- SIA/RELEASE OF FINANCIAL GUARANTEE
- FOUNDATION PERMIT APPROVAL
- GRADING PERMIT APPROVAL
- SO-19 APPROVAL
- PAVING PERMIT APPROVAL
- GRADING PAD CERTIFICATION
- WORK ORDER APPROVAL
- CLOMR/LOMR
- OTHER (SPECIFY) _____

DATE SUBMITTED: _____

SBS CONSTRUCTION AND ENGINEERING, LLC

February 16, 2026

Mr. Anthony Montoya, P.E.
Senior Engineer, Hydrology
City of Albuquerque Planning Department Review Service
PO Box 1293, 600 Second Street, NW
Albuquerque, NM 87103

Re: **2211 Rio grande Blvd., NE, Temporary Certificate of Occupancy Request**
File: H12D024, Case #HYDR-2025-0200

Dear Mr. Montoya:

SBS Construction and Engineering is requesting a Temporary Certificate of Occupancy for the above site. All the onsite work including curbs, landscaping, ponding and paving are complete. The sidewalk along Rio Grande also has been replaced and the sidewalk culvert is also installed.

There were some requirement by Transportation to build curb and gutter and sidewalk along the north side of Los Anayas, NW. This work had to be done through work order. We are in process of obtaining the work order to build improvements along Los Anayas. However, the process of obtaining work order has taken some time. In addition, construction of the curb and gutter and sidewalk, and closeout the project will take little time. The owners of the property are requesting a temporary certificate of occupancy since all the onsite work is completed and Los Anayas Improvements have minimum impact on the overall drainage. Please see attached as-built plan for the on-site work. We will also submit a pond covenant before requesting a Final Certificate of Occupancy.

If you require additional information regarding this project, please do not hesitate to contact me at (505) 804-5013.

Sincerely,

Shawn Biazar

Shawn Biazar, Managing Member

Enclosures
JN: 202426

Location

This project is located at 2211 Rio Grande Blvd., NW and contains 0.8834 acre. See attached portion of Vicinity Map H-12-Z for exact location.

Purpose and Existing Condition

The purpose of this grading plan is to replace the proposed pond A (front of the site by Rio grande) with two 60" underground storm drain pipes.

Proposed Conditions and On-Site Drainage Management Plan

The approved grading plan, dated 1-22-24, proposes three ponds on this site. This plan will replace (Pond A) with block wall and approximately 4' deep in by Rio Grande Blvd., NW. There are several issues with original design. This pond beign +/-4.0' deep and +/-120' long along Rio Grade Blvd., NW does not provide a great character for these apartments and the surrounding area. This pond will be a source of mosquito in the summer time as well as being a liability issue with being so deep. This plan will replace the Pond A with two 60" storm drain pipes along each other and surface ponding. These pipes will be perforated and. See the plan for the detail. Original pond provided 5360.00 CF and proposed new condition ponding will be 5381.20 CF

ORIGINAL CONDITIONS	REVISED CONDITIONS
<p>POND A: 1340.00 SF AT 4.00' DEEP TOTAL PONDIN 5360.00 CF</p>	<p>POND A: AREA @ ELEV. 66.20 = 1340.00 SF AREA @ ELEV. 66.70 = 1340.00 SF POND VOLUME=(1340.00)/2=760.00 CF</p>
	<p>2- 60" PERFORATED PIPE VOLUME: 120 LF 60 SD PIPE=2355.60 SF 2355.60 X 2 = 4711.20 CF</p>
	<p>TOTAL PONDING VOLUME PROVIDED = 760.00+4711.20=5381.20 CF</p>

KEY NOTES: ○

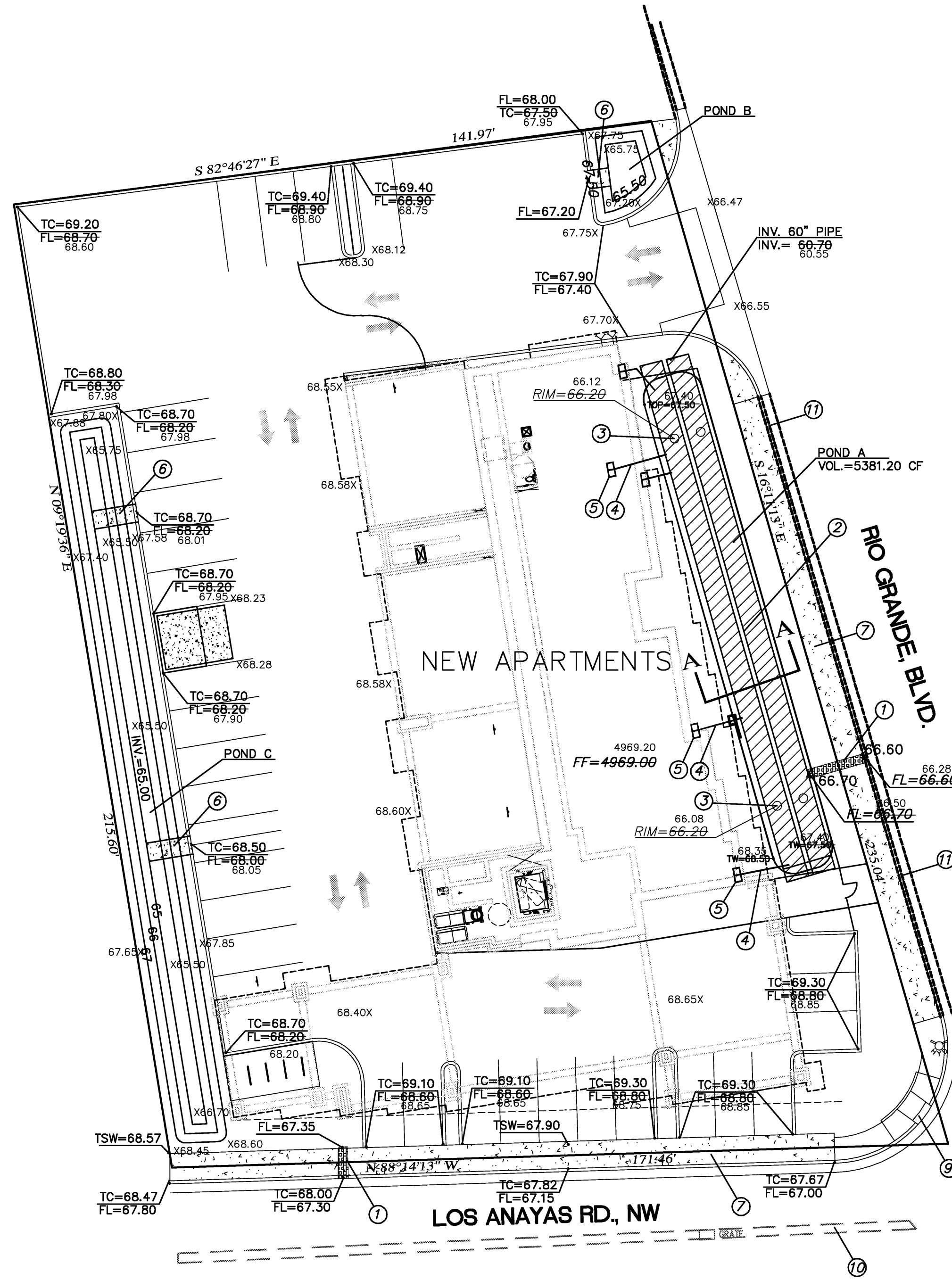
1. NEW 24" SIDEWALK CULVERT PER COA. STD. 2236.
2. INSTALL 2-60" PERFORATED SD PIPE, 120' LONG.
3. INSTALL 24" DRAIN (TYP.).
4. 6" PVC DRAIN PIPE(TYP.) CONNECT TO THE ROOF DRAIN AT BUILDING, 2% MIN. SLOPE TO POND. TURN AROUND EASEMENT.
5. NEW ROOF DRAINS (TYP.) SEE ARCHITECTURAL SHEET A-107.
6. 4' WIDE CONCRETE RUNDOWN WITH RIPRAP.
7. NEW 6' WIDE SIDEWALK PER COA. STD. DWG. 2430.
8. NEW STD. CURB & GUTTER PER COA. STD. DWG. 2415A. SAW-CUT EDGE OF EXISTING ASPHALT TO CLEAN STRAIGHT EDGE FOR NEW CURB & GUTTER. MATCH ELEVATION OF EXISTING ASPHALT PAVING AT SAW-CUT EDGE.
9. NEW ADA RAMP REPLACEMENT PER COA. STD. DWG 2441.
10. EXISTING ALLEG GUTTER.
11. EXISTING CURB & GUTTER.

DRAINAGE CERTIFICATION

I, REZA AFAGHPOUR, NMPE11814 OF SBS CONSTRUCTION AND ENGINEERING, LLC, HEREBY CERTIFY THAT THIS PROJECT HAS BEEN GRADED AND WILL DRAIN IN SUBSTANTIAL COMPLIANCE WITH AND IN ACCORDANCE WITH THE DESIGN INTENT OF THE APPROVED PLAN DATED 05-30-2025. THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY NMPS 9801 LEONARD MARTINEZ OF SBS CONSTRUCTION AND ENGINEERING. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON AND HAVE DETERMINED BY VISUAL INSPECTION THAT THE SURVEY DATA PROVIDED IS REPRESENTATIVE OF ACTUAL SITE CONDITIONS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS SUBMITTED IN SUPPORT OF A REQUEST FOR TEMPORARY CERTIFICATE OF OCCUPANCE.

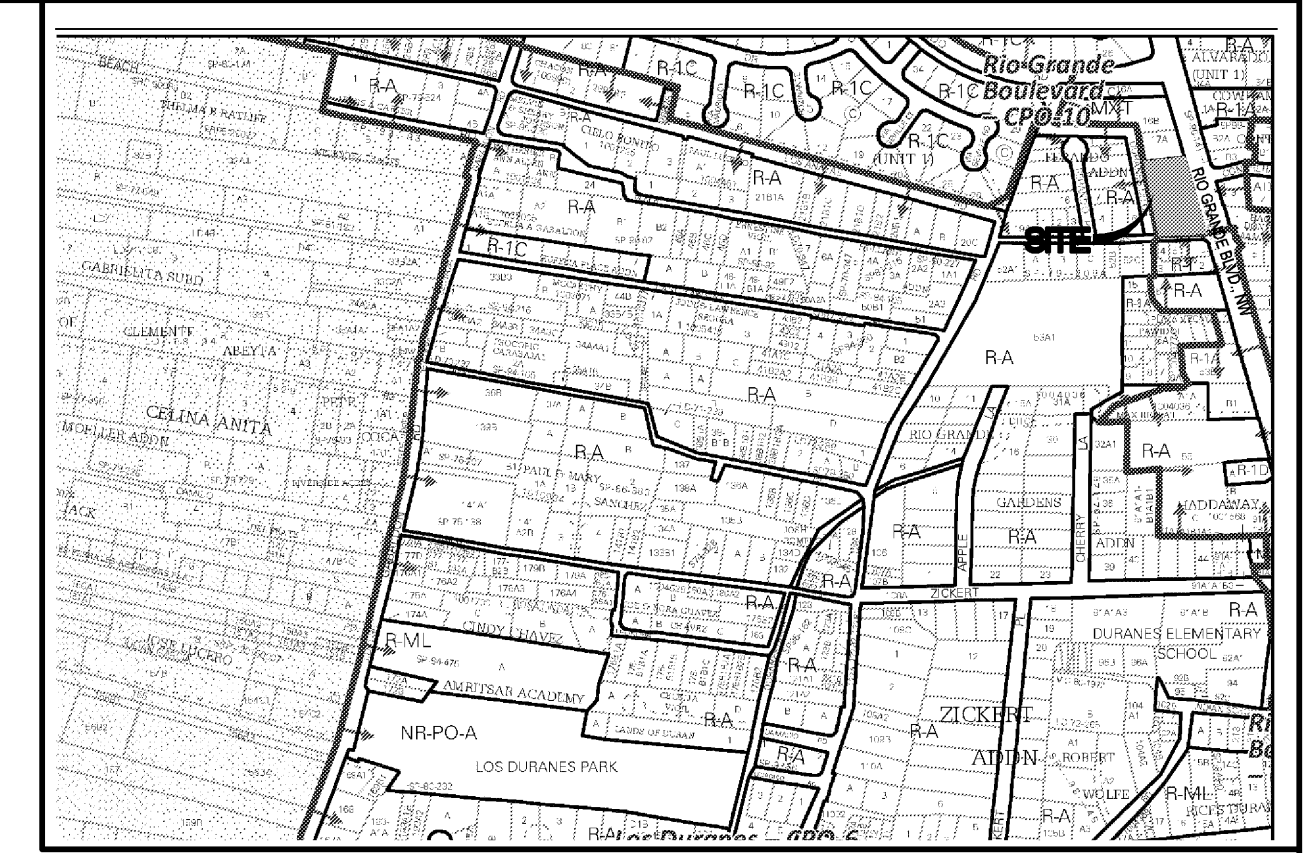
THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERIFY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER PURPOSE.

REZA AFAGHPOUR, NMPE 11814
DATE 02/15/2026



LEGEND

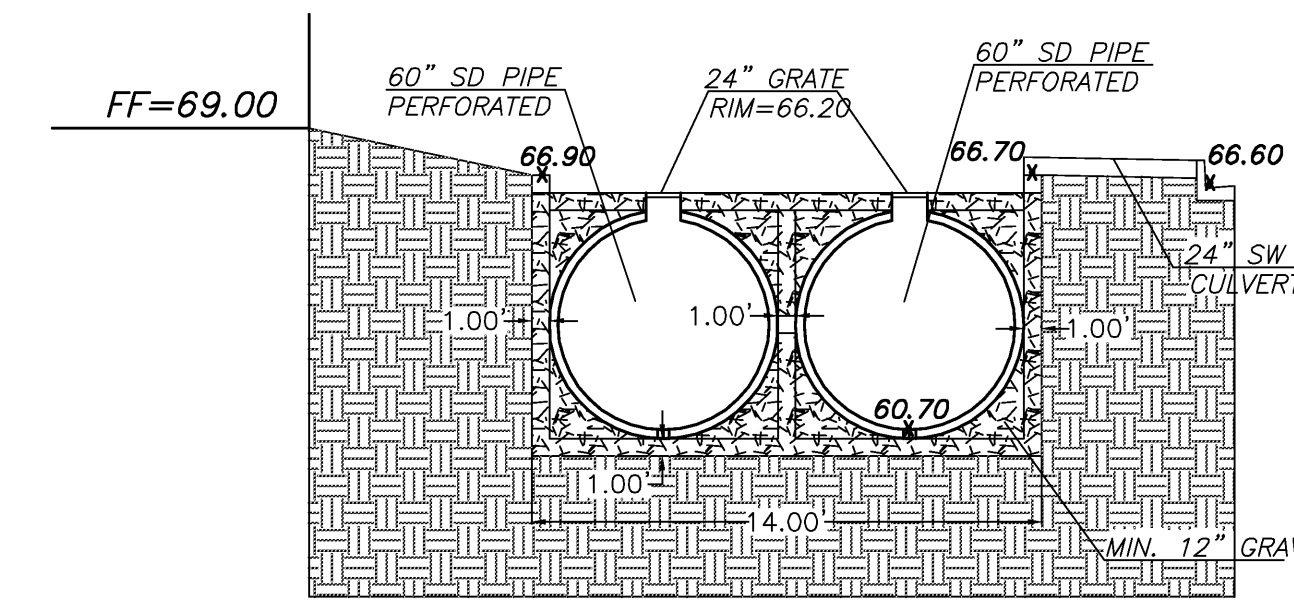
- 5030--- EXISTING CONTOUR (MAJOR)
- 5029--- EXISTING CONTOUR (MINOR)
- BOUNDARY LINE
- X 28.50 PROPOSED SPOT ELEVATION
- X 5029.16 EXISTING GRADE
- X 5075.65 EXISTING FLOWLINE ELEVATION
- █ PROPOSED RETAINING WALL
- BC=89.08 BOTTOM OF CHANEL
- TF=28.50 TOP OF FOOTING
- TRW=28.00 TOP OF RETAINING WALL
- HP HIGH POINT
- 88.65 X66.47 AS-BUILT GRADES
- 85.47 AS-BUILT GRADES
- X 5325.64 AS-BUILT SPOT ELEVATIONS
- FF=5326.60
- FP=5325.90



VICINITY MAP: H-12-Z
LEGAL DESCRIPTION:
 TRACT 17-B, M.R.G.C.D. MAP 35
 CONTAINING: 34,810.89 SF (0.7991 ACRE)

EROSION CONTROL PLAN AND POLLUTION PREVENTION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT OUT OF EXISTING RIGHT-OF-WAY.
3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL STORM RUNOFF ON SITE.
4. REPAIR OF DAMAGED FACILITIES AND CLEAN-UP OF SEDIMENT ACCUMULATION ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.



SECTION A-A

NTS

GRAPHIC SCALE



REZA AFAGHPOUR
P.E. #11814

SBS CONSTRUCTION AND ENGINEERING, LLC

7632 WILLIAM MOYERS AVE., NE
ALBUQUERQUE, NEW MEXICO 87122
(505)804-5013

**2211 RIO GRANDE BLVD., NW
GRADING PLAN**

DRAWING: 202426-GD.DWG	DRAWN BY: SH-B	DATE: 5-30-2025	SHEET # 1
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INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B WORK ORDER)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Los Anayas Road
Project Number: 724284

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 A & F PARTNERS, 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 fritz@kw.com, whose address is 6544 Glen Oaks Ave., NE (Street or PO Box) Albuquerque (City, State), 87111 (Zip Code) and whose telephone number is (505) 681-5475, 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:] PORTION OF TRACT 17B. M.R.G.C.D. MAP 35 recorded on 7-15-2019, attached, pages 2019S-0094 through , as Document No. 2019089278 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:] A & F PARTNERS, LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as PORTION OF TRACT 17B. M.R.G.C.D. MAP 35, RIO GRANDE APARTMENTS 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: Subdivision Improvement Bond
Amount: \$ 50,214.03
Name of Financial Institution or Surety providing Guaranty:
Merchant Bonding Company
Date City first able to call Guaranty (Construction Completion Deadline):
March 11, 2027
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: A & F Partners LLC

By [Signature]: [Signature]

Name [Print]: Frederick R. Eberle

Title: Managing Member

Dated: 3.12.26

DEVELOPER'S NOTARY

STATE OF New Mexico)

) ss.

COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 12 day of March, 2026, by
[name of person:] Frederick R. Eberle, [title or capacity, for instance,
"President" or "Owner":] Managing Member of
[Developer:] A & F PARTNERS, LLC

(SEAL)

[Signature]
Notary Public

My Commission Expires: Nov. 5, 2029



State of New Mexico - Notary Public
COREY LOPEZ
Commission Number 2007910
My Commission Expires Nov. 5, 2029

CITY OF ALBUQUERQUE:

DS
KV

By: Rafiq Verhage for
Shahab Biazar, P.E., City Engineer

Initial
RV

Agreement is effective as of (Date): 3/13/26

CITY'S NOTARY

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

This instrument was acknowledged before me on this 13th day of March, 2026,
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
Tanya Devargas
Commission No. 1136059
Expires: November 24, 2029

[Signature]
Notary Public

My Commission Expires: 11/24/29

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

**FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] 101716241

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] A&F Partners, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Limited Liability Company as "Principal", and [name of surety:] Merchants Bonding Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] Fifty thousand two hundred fourteen dollars and 03/100ths Dollars, ([amount in figures:] \$ 50,214.03), 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:] Villa at Rio, 221 Rio Grande Blvd NW ("Developer's Property"), City Project No. 724284; 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:]

Install Curb and Gutter, sidewalk, a 24" sidewalk culvert on the North side of Los Anayas Rd NW

("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:] A&F Partners, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on March 13th, 20 2026 as Document Number 2026020589, as amended by change order or amendments to the agreement.


Bond No. [surety's No:] 101716241

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:] March 11, 20 27 ("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 11th day of March, 20 26.


DEVELOPER

A&F Partners, LLC

By [signature:] 
Name: Frederick R. Eberk
Title: Managing member
Dated: 03/12/26

SURETY

Merchants Bonding Company

By [signature:] 
Name: Debra Martinez
Title: Attorney-in-Fact
Dated: 3-11-26



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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Debra Martinez; Gabriel A Portillo; John Hansen; Katherine A Yeager; Ryan Brennan

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

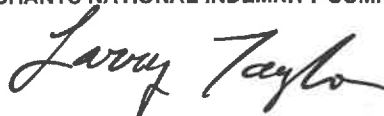
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of January, 2025.

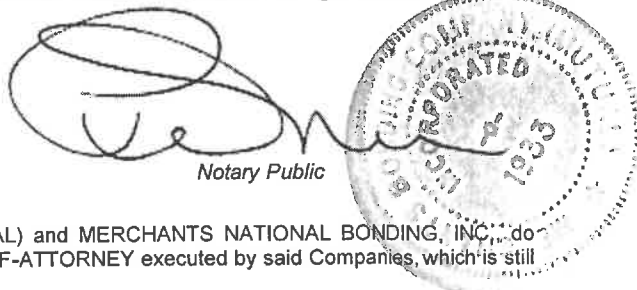
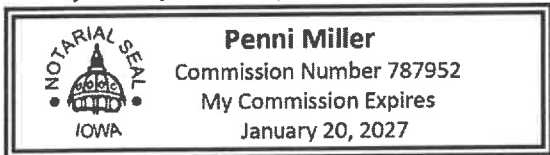


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2026.




Secretary



FINANCIAL GUARANTY AMOUNT

03/02/2026

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

Project Description:

Project ID #: 724284 Los Anayas Rd - 2211 Rio Grande Blvd.

Requested By: Shahram (Shawn) Biazar

Applied Estimate Amount: \$ 29,346.00

Contingency Amount: 15.00% \$ 4,401.90

Subtotal: \$ 33,747.90

PO Box 1293

NMGRT: 7.625% \$ 2,573.28

Subtotal: \$ 36,321.18

Albuquerque

Engineering Fee: 6.60% \$ 2,397.20

New Mexico 87103

Testing Fee: 4.00% \$ 1,452.85

Subtotal: \$ 40,171.22

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 50,214.03

ACKNOWLEDGED:

DATE:

March 2, 2026

Kathy Verhage

3/2/26

Notes: Work Order in process; this covers the paving, curb, gutter, and sidewalk improvements along Los Anayas Rd. for private development of 2211 Rio Grande Blvd., subject to the DRC Approved plan set.

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	City Crst Engineer
							/	/
							/	/
Approval of Creditable Items:							Approval of Creditable Items:	

Impact Fee Administrator Signature Date City User Dept. Signature Date

NOTES

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

1

2

AGENT / OWNER		DEVELOPMENT FACILITATION TEAM APPROVALS	
SHAWN BIAZAR	03/03/2026	<i>Whitney P. Pelt</i> Whitney Pelt (Mar 3, 2026 12:15:08 MST)	03/03/2026
SBS CONSTRUCTION AND ENGINEERING	03/03/2026	PLANNING - date	PARKS & RECREATION - date
FIRM	03/12/2026	TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
<i>Shawn Biazar</i>	03/03/2026	UTILITY DEVELOPMENT - date	CODE ENFORCEMENT - date
SIGNATURE - date	03/03/2026	CITY ENGINEER - date	HYDROLOGY - date
DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	USER DEPARTMENT
			AGENT / OWNER

EXHIBIT "A"

LOS ANAYAS RD., NW IMPROVEMENTS

CITY PROJ. # 724284

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BUDGET	
				U. PRICE	CAL. COST
301.025	SAW CUT REMOVE AND DISPOSE ASPHALT	SY	50.00	\$ 15.00	\$750.00
301.025	SUBGRADE PREP,12"	SY	80.00	\$ 8.00	\$640.00
336.021	ASP CONC,TYPE C,1.5" M BOT. LAYER	SY	80.00	\$ 20.00	\$1,600.00
336.021	ASP CONC,TYPE C,1.5" M, TOP LAYER	SY	80.00	\$ 20.00	\$1,600.00
336.200	TACK COAT	SY	80.00	\$ 4.00	\$320.00
340.05	C & G, STD, PCC	LF	147.00	\$38.00	\$5,586.00
340.01	SWDK 4", PCC	SY	100.00	\$75.00	\$7,500.00
340.21	SWDK 24" DRN	EA	1.00	\$3,300.00	\$3,300.00
343.04	CONC PVMT, <6", SAW, REM., DISP. REP.	SY	25.00	\$120.00	\$3,000.00
340.025	MULTI DIRECTIONAL WC RAMP	EA	1.00	\$3,700.00	\$3,700.00
340.029	DETECT WARN SURFACE	SF	12.00	\$50.00	\$600.00
6.05	MOBILIZATION	LS	1.00	\$750.00	\$750.00
	Estimate Acknowledged as Basis of Financial Guaranty				
			SUBTOTAL		\$29,346.00
	CPN 724284 Feb. 27, 2026				
	CONTINGENCY 10%				\$2,934.60
	SUBTOTAL				\$32,280.60
	NMGRT				\$2,461.40
	SUBTOTAL				\$34,742.00
	ENGINEERING FEE 6.6%				\$2,292.97
	TESTING 2.0%				\$694.84
	SUBTOTAL				\$37,729.81
	FINANCIAL GUARANTEE RATE				125%
	TOTAL FINANCIAL GUARANTEE REQUIRED				\$47,162.26

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

Receipt: 1688489

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	11
	Document #	2026020589
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 1123
Paid By A&F Partners LLC
Phone # 5059243997

Thank You!

3/13/26, 2:15 PM MST ichaveztaylor