

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

February 6, 2019

Vince Carrica, P.E.
Tierra West, LLC
5571 Midway Park Place, NE
Albuquerque, NM 87109

**RE: Utility Trailer Sales
8201 Daytona Rd NW
Request for Certificate of Occupancy – Permanent
Engineer's Certification Date: 2/1/19 – Not Accepted
Grading Plan Stamp Date: 7/12/18
Drainage Report Stamp Date: 7/11/18
Hydrology File: K09D026B**

PO Box 1293

Dear Mr. Carrica,

Based on the submittal received on 2/2/19, Engineer's Certification cannot be accepted until the following are corrected:

Albuquerque

Prior to Certificate of Occupancy:

NM 87103

www.cabq.gov

1. The berm along the west side of the property was constructed lower than the pipe outfall (5226.26') and emergency overflow (5228.18'). A revised design/detail will need to be provided to Hydrology to correct this issue (no fee for this activity, email a pdf of the revised design for approval). It is likely that the berm will need to be raised or the outfall reconfigured; ensure freeboard along the berm is considered (1' above the emergency overflow is recommended). Because this poses a significant hazard to the subject property, a Temporary C.O cannot be considered until corrected.
2. The outfalls from the west desilting pond and Pond B use PVC Pipe, not RCP; PVC is not permitted in the ROW. Provide confirmation that a transition to RCP is made at the ROW line. Provide during-construction photos, video, and post-construction photos as necessary to support this.
3. For Information. Prior to Work Order acceptance, the Agreement and Covenant (signed by the underlying owner) and Drainage Easement for the swale and pond on Tract 2 with need to be recorded and included in the closeout package. Also the Agreement and Covenant and the Drainage Easement for the riprap and gabions in the NE corner of Tract 3 with need to be recorded and included in the closeout package.

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Peterson', is positioned above the printed name.

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

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a
655787
#1

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between VM PROPERTIES, LLC ("Owner"), whose address is 9200 Brighton Road Henderson, CO 80640-8231, and whose telephone number is (303) 886-5427 and the City of Albuquerque, New Mexico, a municipal corporation whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner signs this Covenant.

1. **Recital.** The Owner is the current owner of the following described real property located at [give legal description, and street address]
Tract 3 Avalon Subdivision Unit 5 8201 Daytona Rd NW Albuquerque, NM 87121

recorded on 5/22/2014, pages 0046 through 0046, as Document No. 2014040949 in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities on the Property, and the parties wish to enter into this Covenant to establish the obligations and responsibilities of the parties.

2. **Description and Construction of Drainage Facility.** The Owner shall construct the following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance with the standards, plans and specifications approved by the City:
First Flush Storm Water Quality Ponds (two each)

The Drainage Facility is more particularly described in **Exhibit A** attached hereto and made a part hereof.

3. **Maintenance of Drainage Facility.** The Owner shall maintain the Drainage Facility at Owner's sole cost in accordance with the approved Drainage Report and plans.

4. **Benefit to Property.** The Owner acknowledges and understands that the Drainage Facility required herein to be constructed on the Owner's property is for the private benefit and protection of the Owner's property and that failure to maintain such facility could result in damage or loss to the Property.

5. **Inspection of Drainage Facility.** The City shall have no duty or obligation whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in accordance with approved plans and specifications.

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07/10/2018 03:26 PM Page: 1 of 4
COV R \$25.00 Linda Stover, Bernalillo County



6. Liability of City. The Owner understands and agrees that the City shall not be liable to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's property for improvements to the property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. This Covenant 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.

11. Changes to Covenant. Changes to this Covenant are not binding unless made in writing, signed by both parties.

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

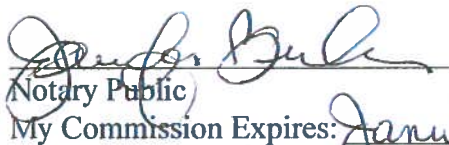
By [signature]: J.B. Martin
Name [print]: J.B. Martin
Title: President
Dated: 6/27/18

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

Dated: 7/9/18

[illegible]

This instrument was acknowledged before me on this 22th day of June, 2018 by J. B. Martin (name of person signing permit),
President (title of person signing permit) of
J. B. Martin (Owner).



My Commission Expires: January 26 2021

[illegible]

This instrument was acknowledged before me on this 9th day of July, 2018, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Chenette LaBache
Notary Public

My Commission Expires: March 15, 2021

(EXHIBIT A ATTACHED)



ORDER # 524	UTILITY TRAILER SALES ALBUQUERQUE NM	DATES BY LA
	GRADING AND DRAINAGE PLAN	DATE 06/14/2019
		PROJECT # 201791 - CHAMBER
PROJECT # CHAMBER 201791	TITERS & INTERESTS 53 ALBUQUERQUE NM 87103 www.alburmetinc.com	SHEET # C2





City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (REV 6/2018)

Project Title: Utility Trailer Sales Building Permit #: _____ Hydrology File #: _____
DRB#: 1008585 EPC#: 18-EPC-40004 Work Order#: _____
Legal Description: Tract 3 of Plat of TRS 1 thru 12 Avalon Subdivision Unit 5
City Address: 8201 Daytona Rd NW Albuquerque, NM 87121

Applicant: Tierra West LLC Contact: Vince Carrica
Address: 5571 Midway Park Pl Albuquerque, NM 87109
Phone#: 505 858-3100 Fax#: _____ E-mail: vcarrica@tierrawestllc.com

Other Contact: _____ Contact: _____
Address: _____
Phone#: _____ Fax#: _____ E-mail: _____

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

IS THIS A RESUBMITTAL? _____ Yes _____ No

DEPARTMENT _____ TRANSPORTATION ☒ HYDROLOGY/DRAINAGE

Check all that Apply:

TYPE OF SUBMITTAL:

- ☒ ENGINEER/ARCHITECT CERTIFICATION
- ☐ PAD CERTIFICATION
- ☐ CONCEPTUAL G & D PLAN
- ☐ GRADING PLAN
- ☐ DRAINAGE REPORT
- ☐ DRAINAGE MASTER PLAN
- ☐ FLOODPLAIN DEVELOPMENT PERMIT APPLIC
- ☐ ELEVATION CERTIFICATE
- ☐ CLOMR/LOMR
- ☐ TRAFFIC CIRCULATION LAYOUT (TCL)
- ☐ TRAFFIC IMPACT STUDY (TIS)
- ☐ STREET LIGHT LAYOUT
- ☐ OTHER (SPECIFY) _____
- ☐ PRE-DESIGN MEETING?

TYPE OF APPROVAL/ACCEPTANCE SOUGHT:

- ☐ BUILDING PERMIT APPROVAL
- ☒ CERTIFICATE OF OCCUPANCY
- ☐ PRELIMINARY PLAT APPROVAL
- ☐ SITE PLAN FOR SUB'D APPROVAL
- ☐ SITE PLAN FOR BLDG. PERMIT APPROVAL
- ☐ FINAL PLAT 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
- ☐ FLOODPLAIN DEVELOPMENT PERMIT
- ☐ OTHER (SPECIFY) _____

DATE SUBMITTED: _____ By: _____

COA STAFF

ELECTRONIC SUBMITTAL RECEIVED _____

FEE PAID _____

CITY OF ALBUQUERQUE

Planning Department
David Campbell, Director



Mayor Timothy M. Keller

July 24, 2018

Vince Carrica, P.E.
Tierra West, LLC
5571 Midway Park Place, NE
Albuquerque, NM 87109

RE: **Utility Trailer Sales**
8201 Daytona Rd NW
Grading Plan Stamp Date: 7/12/18
Drainage Report Stamp Date: 7/11/18
Hydrology File: K09D026B

Dear Mr. Carrica,

PO Box 1293

Based on the submittal received on 7/16/18, the grading plan and drainage report are approved for Building Permit.

Prior to Certificate of Occupancy (For Information):

Albuquerque

1. Engineer's Certification, per the DPM Chapter 22.7: *Engineer's Certification Checklist For Non-Subdivision* is required.
2. The Drainage Covenant will need to be recorded with Bernalillo County and a copy included with the drainage certification.
3. Either a recorded SIA with financial guarantee or close-out of the public work order is required prior to issuing C.O.

NM 87103

www.cabq.gov

If you have any questions, please contact me at 924-3695 or dpeterson@cabq.gov.

Sincerely,

Dana Peterson, P.E.
Senior Engineer, Planning Dept.
Development Review Services

PERMANENT DRAINAGE EASEMENT

PROJECT NO: 655787

Grant of Permanent Drainage Easement, between 98th & I-40, LLC ("Grantor"), whose address is 6300 Riverside Plaza Lane NW, Suite 200, Albuquerque, NM 87120 and whose telephone number is (505) 998-0163 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, NM, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on **Exhibit "A"** attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of a drainage easement for drainage of stormwater discharged in quantities not to exceed nine (9) cfs, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantor's property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any Improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor may alter, relocate, or modify the Improvements and the location of the drainage Easement at its sole cost and expense as part of the development of Grantor's property, provided that (i) such alterations, relocations, or modifications are approved in writing by the City Engineer, and (ii) the proposed drainage Easement Area accommodates the allowed flows.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any part thereof and that Grantor will forever warrant and defend the title to the Property against all claims from all persons or entities.

The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

This Easement shall not be effective until approved by the City Engineer in the signature block below.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

Doc# 2018064299

07/24/2018 10:45 AM Page 1 of 5
EASE R \$25.00 Linda Stover, Bernalillo County





PERMANENT DRAINAGE EASEMENT
SIGNATURE PAGE

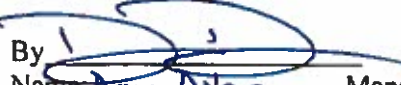
WITNESS my hand and seal this 20th day of July, 2018.

CITY OF ALBUQUERQUE:

98th & I-40, LLC:

By:  
Shahab Biazar, P.E., City Engineer
Date: 7/20/18

By: Titan Property Management, LLC
its Manager

By: 
Name: Drew Dolan, Manager
Date: July 11, 2018

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

The foregoing instrument was acknowledged before me this 11th day of July, 2018 by Drew Dolan, as Manager of Titan Property Management, LLC as Manager of 98th and I-40 Land, LLC, a New Mexico limited liability company, on behalf of said company.

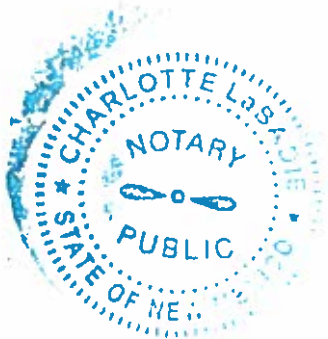


OFFICIAL SEAL
CAMILLA GURULE
NOTARY PUBLIC-State of New Mexico
My Commission Expires 9/29/2021

Notary Public: Camilla Gurule
My Commission Expires: 9/29/2021

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

The foregoing instrument was acknowledged before me this 20th day of July, 2018 by Shahab Biazar, P.E., as City Engineer for the City of Albuquerque, on behalf of said City.



Notary Public: Charlotte LaBede
My Commission Expires: March 15, 2021

EXHIBIT A

THE PROPERTY

Tract 2, Plat of Tracts 1 thru 12, Avalon Subdivision Unit 5, Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the plat of said subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico on May 22, 2014, in plat book 2014C, Folio 46, as document no. 2014040949

Legal Description
Public Drainage Easement

A PUBLIC DRAINAGE EASEMENT LYING AND SITUATE WITHIN THE TOWN OF ATRISCO GRANT, PROJECTED SECTION 16, TOWNSHIP 10 NORTH, RANGE 2 EAST, N.M.P.M., ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO COMPRISING OF A PORTION OF TRACT NUMBERED 2, UNIT 5, AVALON SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MAY 22, 2014, IN PLAT BOOK 2014C, FOLIO 46, AS DOCUMENT NO. 2014040949, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (NAD-83-CENTRAL ZONE) AND GROUND DISTANCES (U.S. SURVEY FEET) AS FOLLOWS,

BEGINNING AT THE NORTHWEST CORNER OF DESCRIBED EASEMENT, LYING ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 40, FROM WHENCE A.R.G.S. MONUMENT "REWARD" BEARS S 76°41'19" W, 2989.87 FEET,

THENCE FROM SAID POINT OF BEGINNING, ALONG SAID SOUTH RIGHT OF WAY LINE N 58°48'39" E, A DISTANCE OF 37.25 FEET TO THE NORTHEAST CORNER OF DESCRIBED EASEMENT;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 14°58'20" E, A DISTANCE OF 459.47 FEET TO THE SOUTHEAST CORNER OF DESCRIBED EASEMENT, LYING ON THE NORTH RIGHT OF WAY LINE OF DAYTONA ROAD, N.W.;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 67.05 FEET, A RADIUS OF 1243.34 FEET, A DELTA ANGLE OF 03°05'23", A CHORD BEARING OF S 66°59'30" W, AND A CHORD LENGTH OF 67.04 FEET, TO THE SOUTHWEST CORNER OF DESCRIBED EASEMENT;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE N 20°11'43" W, A DISTANCE OF 84.85 FEET TO AN ANGLE POINT;

THENCE N 06°26'05" E, A DISTANCE OF 66.05 FEET TO AN ANGLE POINT,.

THENCE N 12°21'49" W, A DISTANCE OF 312.78 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5281 ACRES (23,004 SQUARE FEET), MORE OR LESS, ALL AS SHOWN ON EXHIBIT "A" ATTACHED HERETO.

Surveyor's Certificate

I, LARRY W. MEDRANO LICENSED UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION, EXHIBIT AND SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM NOTES OF AN ACTUAL FIELD SURVEY, AND THE SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO



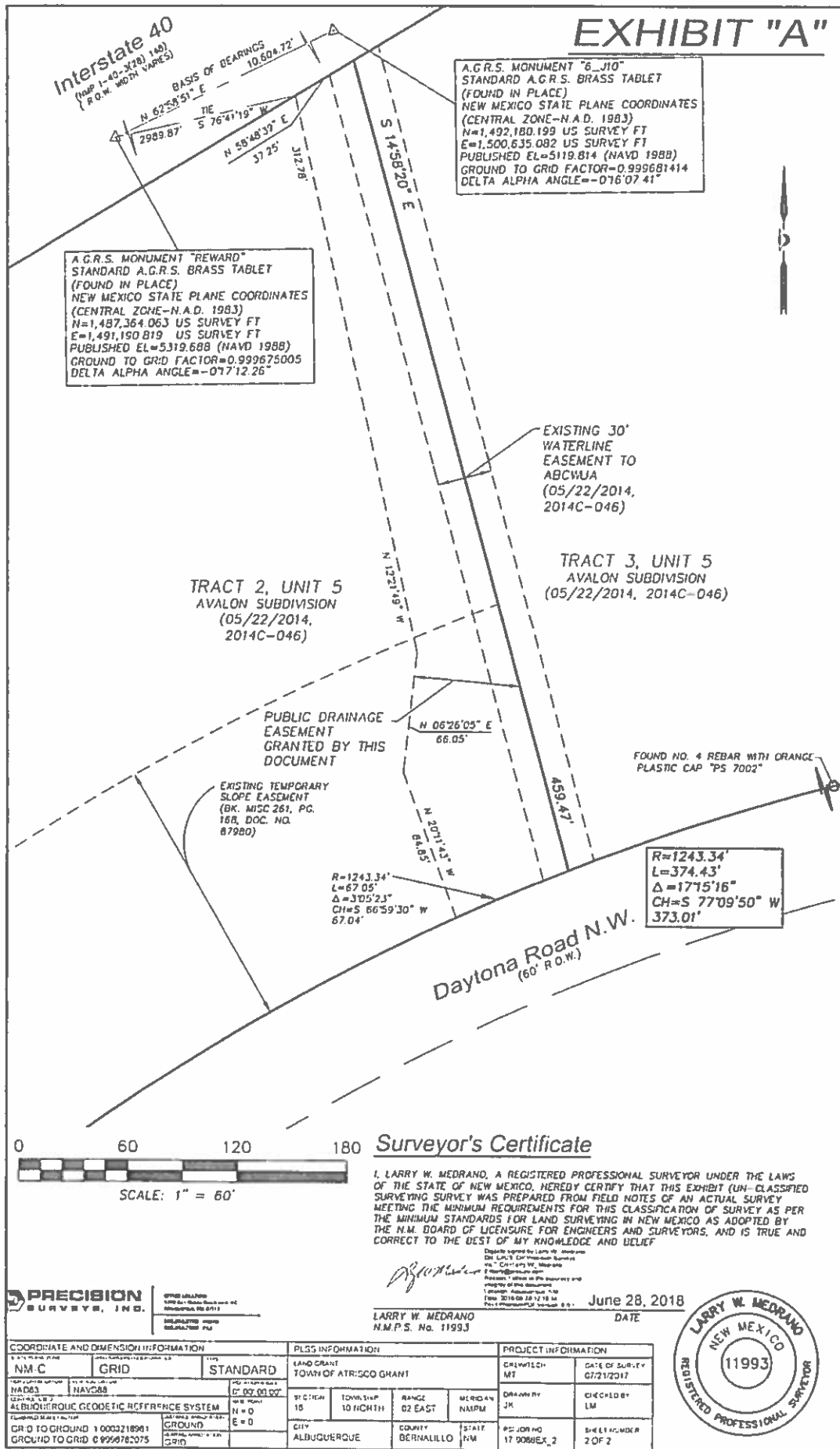
Digitally signed by Larry W. Medrano
DN: cn=Larry W. Medrano, o=Larry W. Medrano
Reason: I am the signer of this document
Date: 2018.06.28 12:12:30
File: P:\Projects\2018\2018-06-28\2018-06-28-12-12-30

June 28, 2018

LARRY W. MEDRANO
N.M.P.S. NO. 11993



EXHIBIT "A"



Surveyor's Certificate

I, LARRY W. MEDRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS EXHIBIT (UN-CLASSIFIED SURVEYING SURVEY) WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR THIS CLASSIFICATION OF SURVEY AS PER THE MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO AS ADOPTED BY THE N.M. BOARD OF LICENSURE FOR ENGINEERS AND SURVEYORS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Digitally signed by Larry W. Medrano
DN: cn=Larry W. Medrano, o=Larry W. Medrano
Reason: I am the surveyor and
owner of this document.
1. Signature (mandatory) 1.00
Date: 2018.06.28 17:18:10 MDT
File: 1-40-328-Unit 5.dwg

LARRY W. MEDRANO
N.M.P.S. No. 11993

June 28, 2018
DATE

PRECISION
SURVEYS, INC.

OFFICE LOCATION:
1000 N. 10th Street, Suite 100
Albuquerque, NM 87102
TEL: (505) 243-7000
FAX: (505) 243-7001

COORDINATE AND DIMENSION INFORMATION			PLSS INFORMATION				PROJECT INFORMATION	
NM C	GRID	STANDARD	LAND GRANT TOWN OF ATRISCO GRANT				CREATED BY MT	DATE OF SURVEY 6/21/2017
NAD83	NAVD88	05/01/07	SECTION 16	TOWNSHIP 10 NORTH	RANGE 02 EAST	MERCATOR NAD83	DRAWN BY JK	CHECKED BY LM
ALBUQUERQUE GEODETIC REFERENCE SYSTEM			CITY ALBUQUERQUE				PROJECT NO. 17-00686_2	SHEET NUMBER 2 OF 2
GROUND TO GRID 0.999675005								



Nearest Major Streets: _____
 No. of Lots: _____

SUBDIVISION IMPROVEMENTS AGREEMENT PUBLIC AND/OR PRIVATE
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 20th day of July, 2018, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and _____
 VM Properties ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.], Limited Liability Company, whose address is _____
9200 Brighton Road Henderson, CO 80640-8231
 and whose telephone number is (303) 886-5427 is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] _____
Tract 3 Plat of TRS 1 Thru 12 Avalon Subdivision Unit 5

recorded on 5/22/2014, attached, pages 46 through 46, as Document No. 2014040949 in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] _____
 VM Properties, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as Utility Trailer Sales describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, 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 Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the May 14, 2020 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 655787.

Doc# 2018064305

07/24/2018 10:52 AM Page 1 of 10
 AGRE R \$25.00 Linda Stover, Bernalillo County



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA 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 Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

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 public Improvements shall be performed by Cartesian Surveys, and construction surveying of the private Improvements shall be performed by Cartesian Surveys. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider 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. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Tierra West, LLC and inspection of the private Improvements shall be performed by Tierra West, LLC, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Geotest, and field testing of the private Improvements shall be performed by Geotest both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider 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. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider 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 S.O. requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Letter of Credit # 2100
Amount: \$ 370,238.78
Name of Financial Institution or Surety providing Guaranty: _____
Date City first able to call Guaranty (Construction Completion Deadline):
May 14, 2020
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is: July 14, 2020
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume I, Chapter 5, Work Order Process, Step 9.) 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 Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.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 Subdivider 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 of the Subdivision.

10. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider 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 Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

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 Subdivider 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 S.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 Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider 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 Subdivider, its agents,

representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider 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 Subdivider 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 Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider'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 Subdivider 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 Subdivider 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 Subdivider'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 Subdivider 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 Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider 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 Subdivider'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. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City Legal Department on this form.

22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

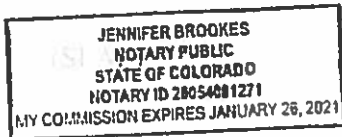
SUBDIVIDER: VM Properties, LLC
By [Signature]: [Signature]
Name [Print]: J. B. Martin
Title: President
Dated: 6/18/18

CITY OF ALBUQUERQUE
By: [Signature] (AU)
Shahab Biazar, P.E., City Engineer
Dated: 7/20/18

SUBDIVIDER'S NOTARY

STATE OF NM)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 14th day of June, 2018, by
[name of person:] J.B. Martin, [title or capacity, for instance,
"President" or "Owner":] President of
[Subdivider:] VM Properties, LLC.



Jennifer Brookes
Notary Public

My Commission Expires: January 26, 2021

CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me on this 20th day of July, 2018,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Charlotte LaBadie
Notary Public

My Commission Expires: March 15, 2021



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER
IS NOT THE OWNER OF THE SUBDIVISION]

INFRASTRUCTURE LIST

(Per 2.10.12)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Date Submitted 5/21/18

Date Site Plan Approved 6-6-2018

Date Preliminary Plat Approved N/A

Date Preliminary Plat Expires N/A

DRB Project No. 1002505

DRB Application No. 18 DEE-7013

UTILITY TRAILER SALES

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT 3 AVALON SUBDIVISION UNIT 5

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 appropriate items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include portions of the listing and related financial guarantee. Likewise, if the DRC Chair determines that appropriate or non-essential items can be deleted from the listing, these items may be deleted as well as the related administrative fees. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed	Constructed Under	DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
								Inspector	P.E.	City Const Engineer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24" F Edge	Major Local Paving, Curb & Gutter	Daytona Road	East Property Line	150' West of West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8"	6" Sidewalk (north side)	Daytona Road	East Property Line	150' West of West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12"	SAS Gravity Line	Daytona Road	East Property Line	West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36"	Water PVC Line	Daytona Road	70' West of East Property Line	West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36"	RCP Storm Saver	Daytona Road	160' West of East Property Line	150' West of West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26" E E	Temporary Turnaround	Daytona Road	40' West of West Property Line	West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6"	Temporary Asphalt Curb	Daytona Road	East Property Line	West Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Pond & Swale with an Agreement & Covenant & a Public Drainage Easement	Tract 2		Along East Property Line	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Drainage Easement and an Agreement & Covenant	Tract 3		Northwest Corner	/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits listing. The items listed below are subject to the standard SIA requirements.				Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this			
Financially Guaranteed	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification
							Inspector P.E. City Cnst Engineer

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA

Street lights per City requirement

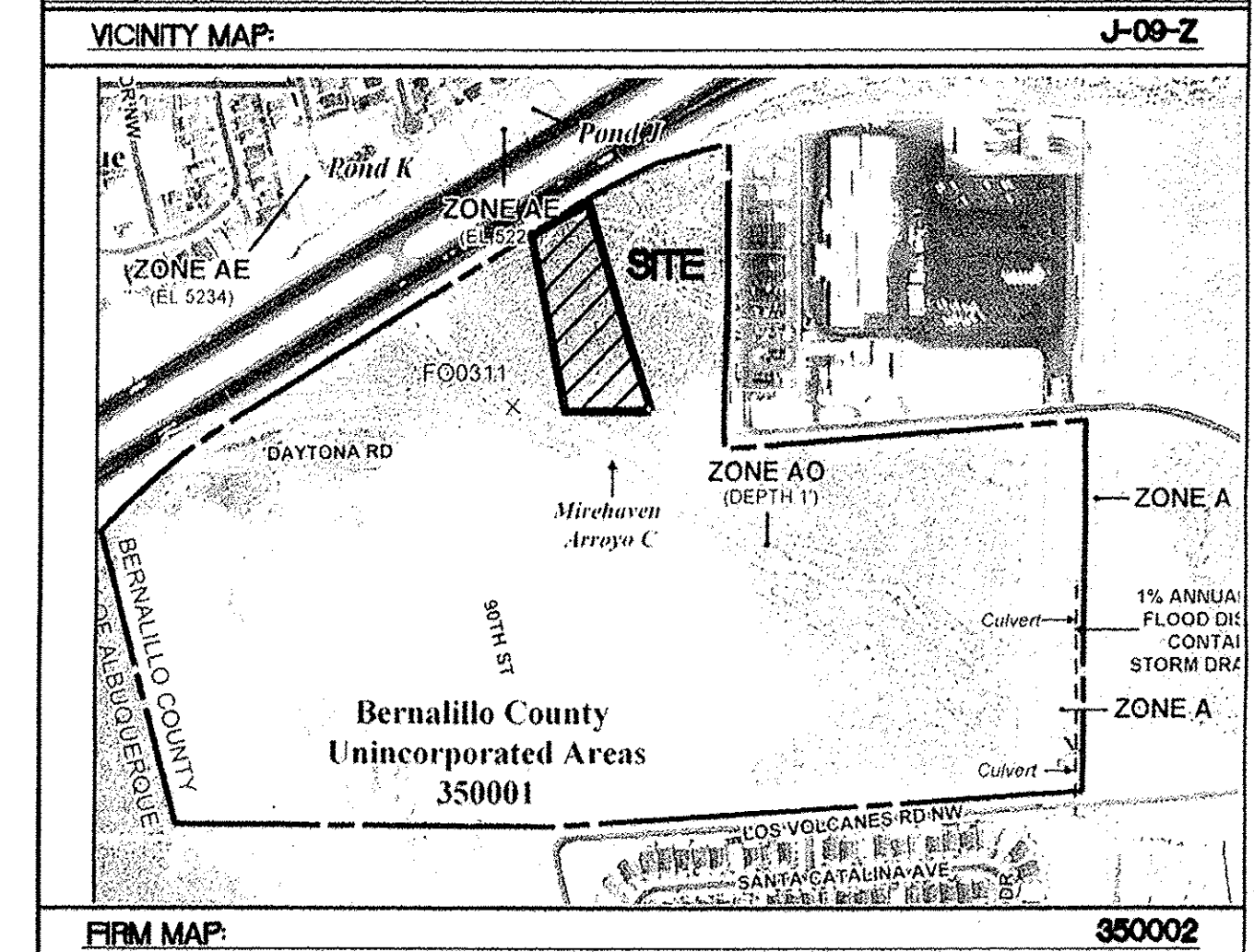
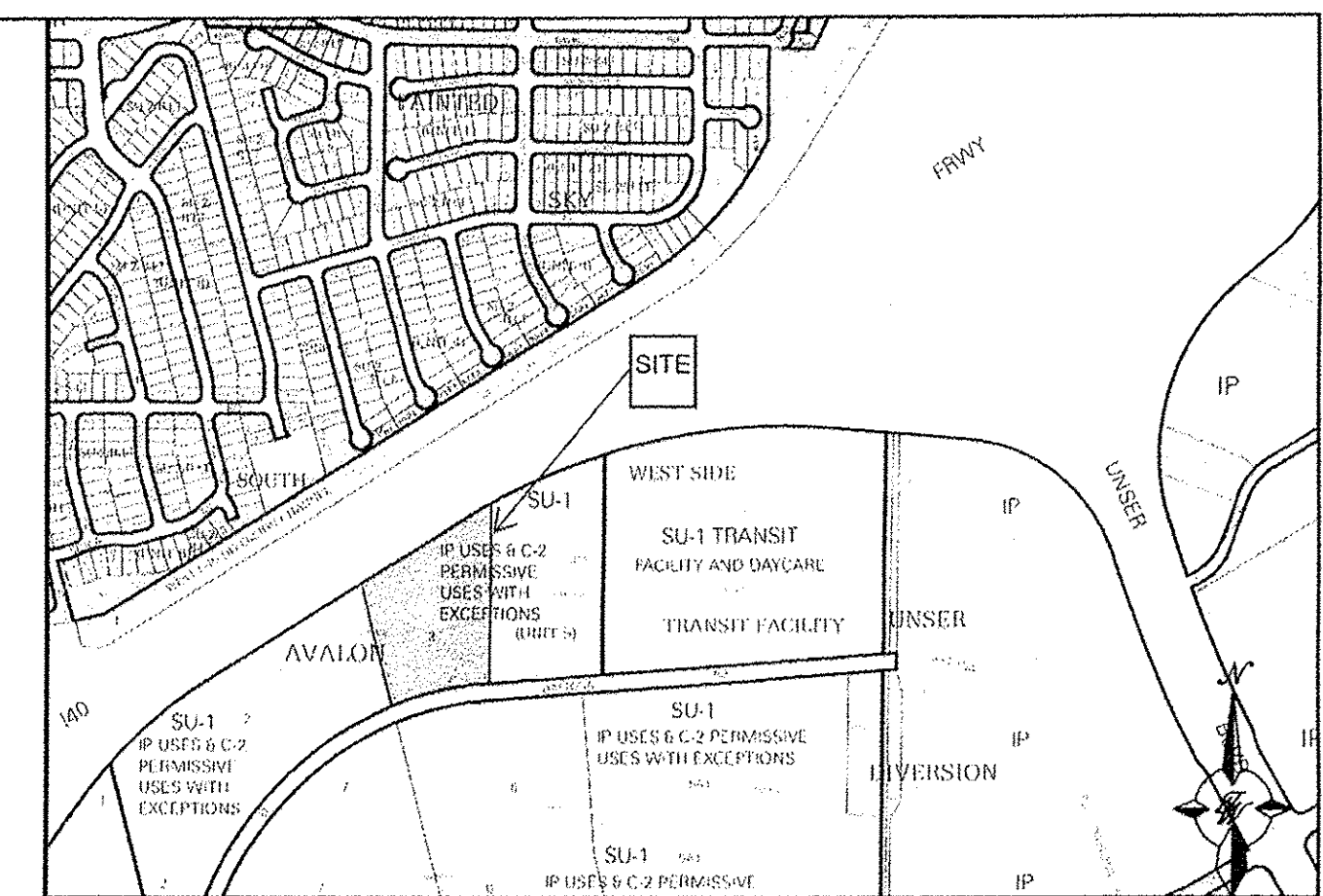
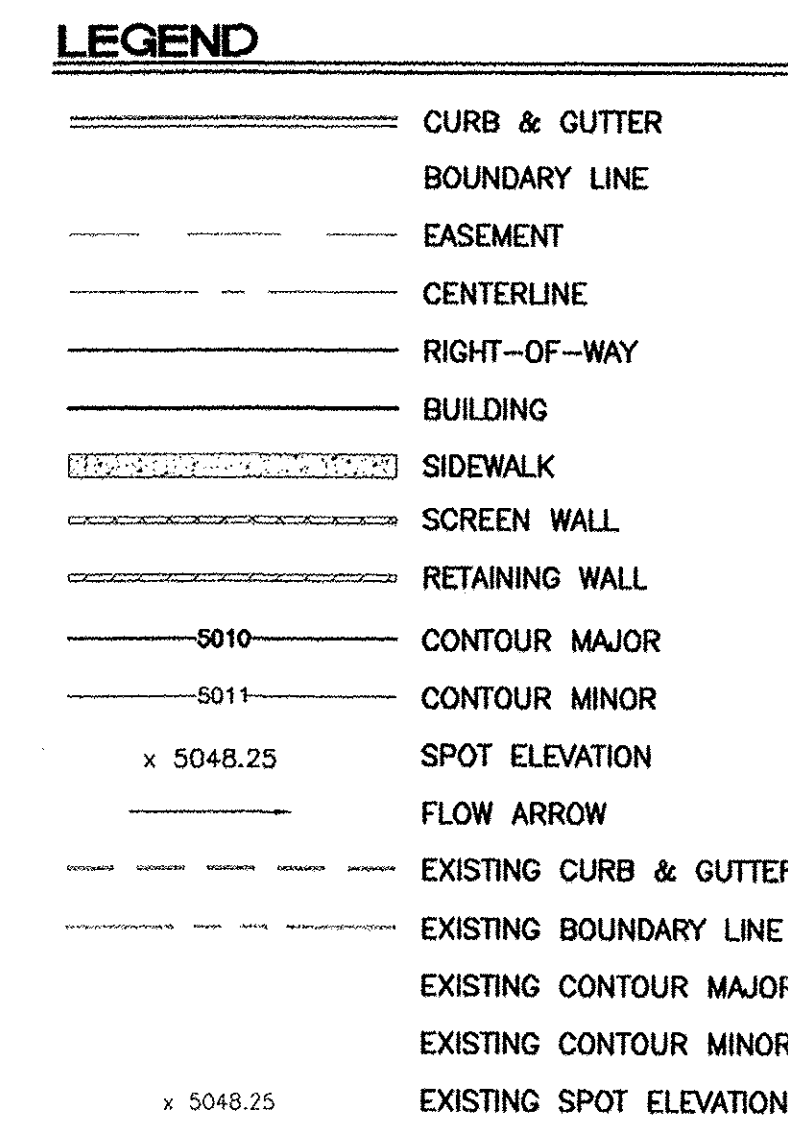
1. Street lights to include in the floodplain area.

2.

3.

AGENT OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS			
VINCENT CARREKA, PE NAME (print) TERRA WEST LLC FIRM 6/6/18 SIGNATURE - date		6-6-2018 DRB CHAIR - date 6/6/18 TRANSPORTATION DEVELOPMENT - date 6/6/18 UTILITY DEVELOPMENT - date 6/6/18 CITY ENGINEER - date			
		6/6/18 PARKS & RECREATION - date 6/6/18 AMAFCA - date 6/6/18 CODE ENFORCEMENT - date _____ _____ date			
DESIGN REVIEW COMMITTEE REVISIONS					

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT OWNER



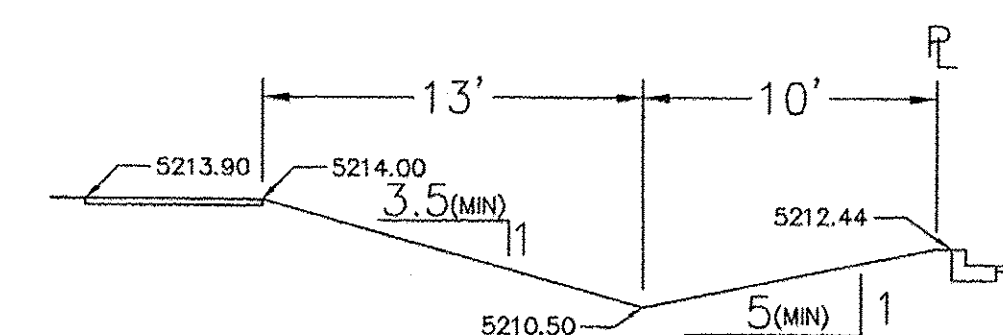
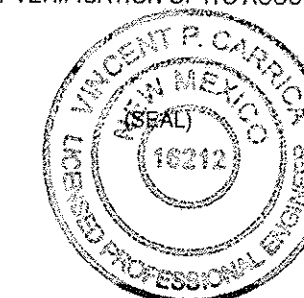
DRAINAGE CERTIFICATION

I, VINCENT P. CARRICA, NMP# 6 16212 OF THE FIRM TIERRA VEST 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 AND THE INFORMATION EDITED INTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY BRIAN MARTINEZ, NMP# 18374 OF THE FIRM CARTESIAN SURVEYS, INC. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON 1-29-19 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 PERMANENT BUILDING CERTIFICATE OF OCCUPANCY.

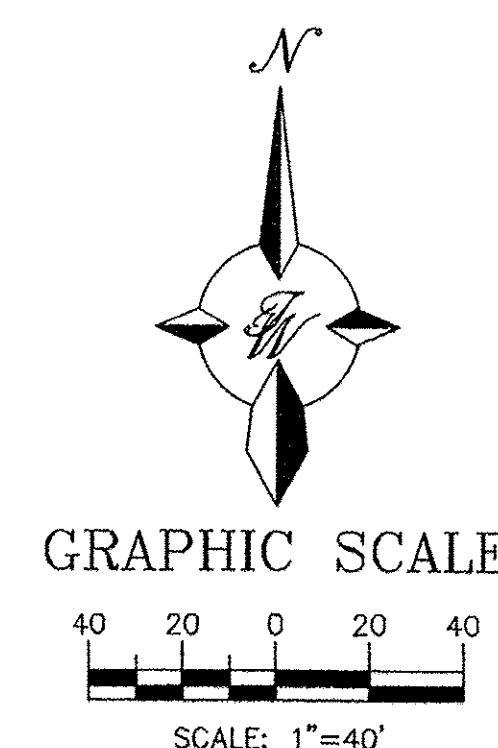
EXCEPTIONS:
CORRECT GRADING OF BASIN BEFORE POND "B"

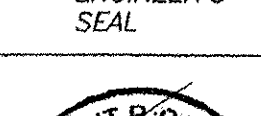

THE RECORD INFORMATION PRESENTED HEREON IS NOT NECESSARILY COMPLETE AND INTENDED ONLY TO VERY SUBSTANTIAL COMPLIANCE OF THE GRADING AND DRAINAGE ASPECTS OF THIS PROJECT. THOSE RELYING ON THIS RECORD DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY OTHER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

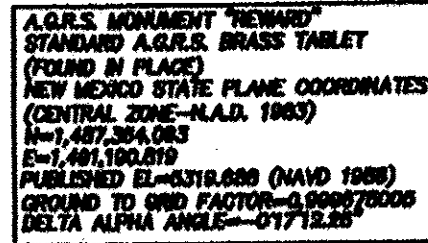
VINCENT P. CARRICA, NMPE # 16212
2/1/19
DATE
DATE



SECTION C-C



	<p>UTILITY TRAILER SALES ALBUQUERQUE NM</p> <p>GRADING AND DRAINAGE PLAN</p>	<p>DRAWN BY LA</p>
		<p>DATE 07/12/2018</p>
<p>VINCENT P. CARRICA P.E. #16212</p>	<p> TERRA WEST, LLC 5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrowestllc.com</p>	<p>2017041-GRADING 2</p>
		<p>SHEET # C2-A</p> <p>JOB # 2017041</p>



DRAINAGE CERTIFICATION WITH SURVEY WORK DONE BY PROFESSIONAL SURVEYOR

DRAINAGE CERTIFICATION

I, VINCENT P. CARRICA, NMPE # 16212 OF THE FIRM TIERRA WEST 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 07/12/18 THE RECORD INFORMATION EDITED ONTO THE ORIGINAL DESIGN DOCUMENT HAS BEEN OBTAINED BY BRIAN MARTINEZ, NMPS 18374 OF THE FIRM CARTESIAN SURVEYS INC. I FURTHER CERTIFY THAT I HAVE PERSONALLY VISITED THE PROJECT SITE ON 1-29-19 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 PERMANENT BUILDING CERTIFICATE OF OCCUPANCY

EXCEPTIONS:
CORRECT GRADING OF BASIN BEFORE POND "B"



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VINCENT P. CARRICA, NMPE # 16212

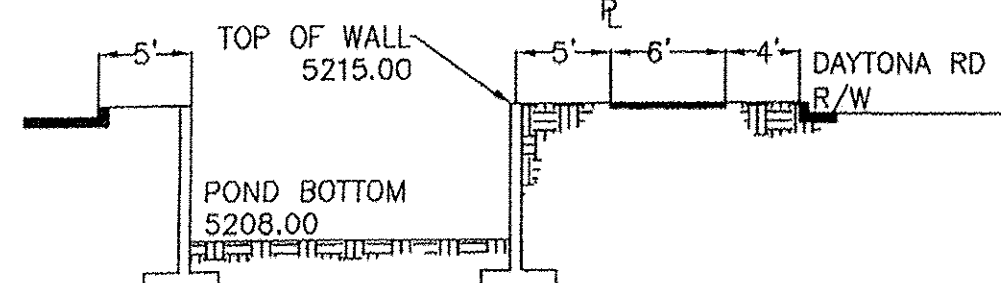
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DATE _____

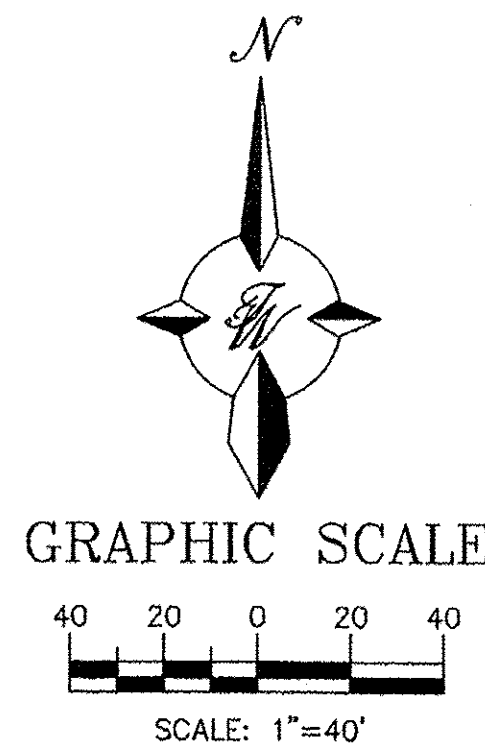
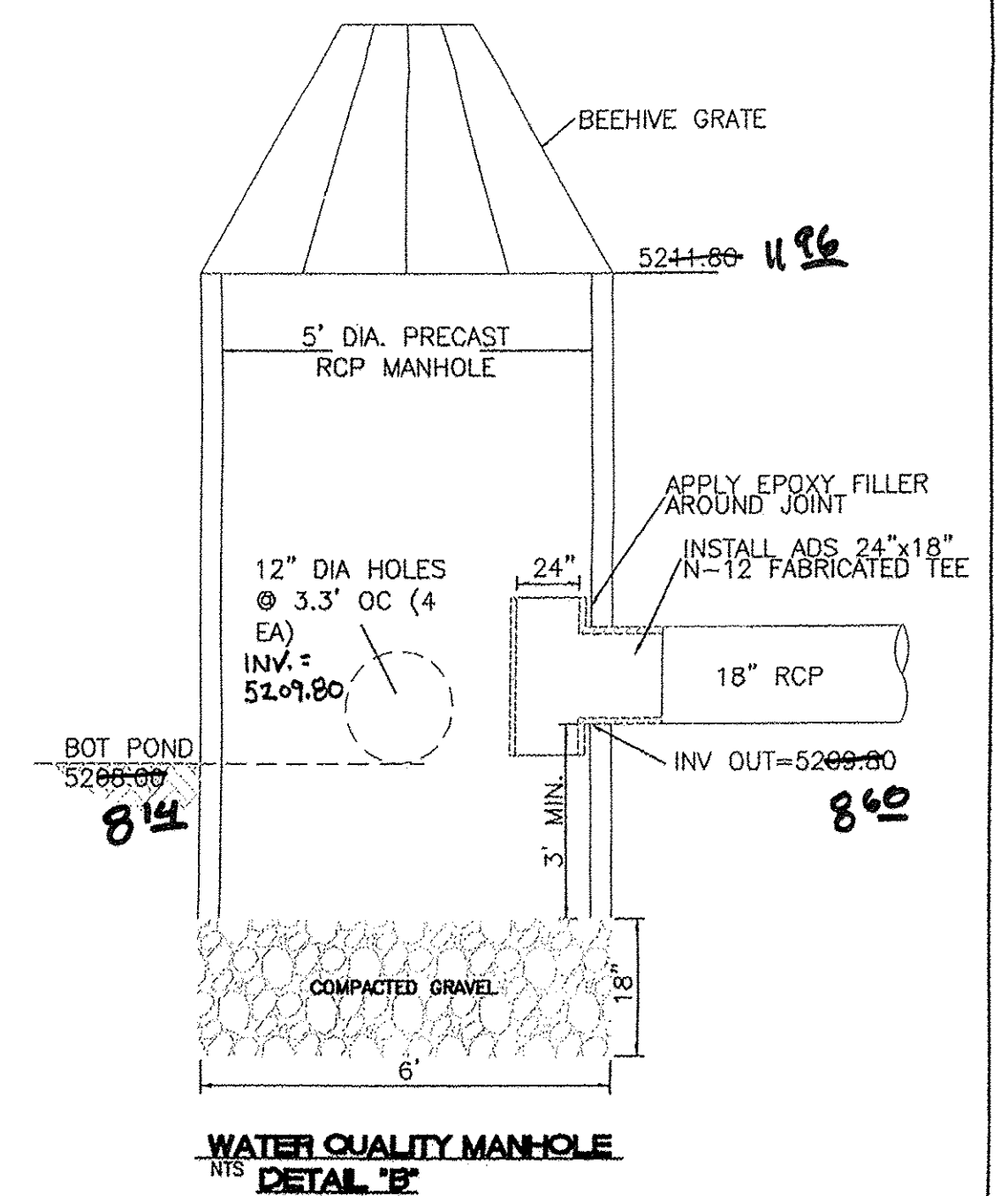
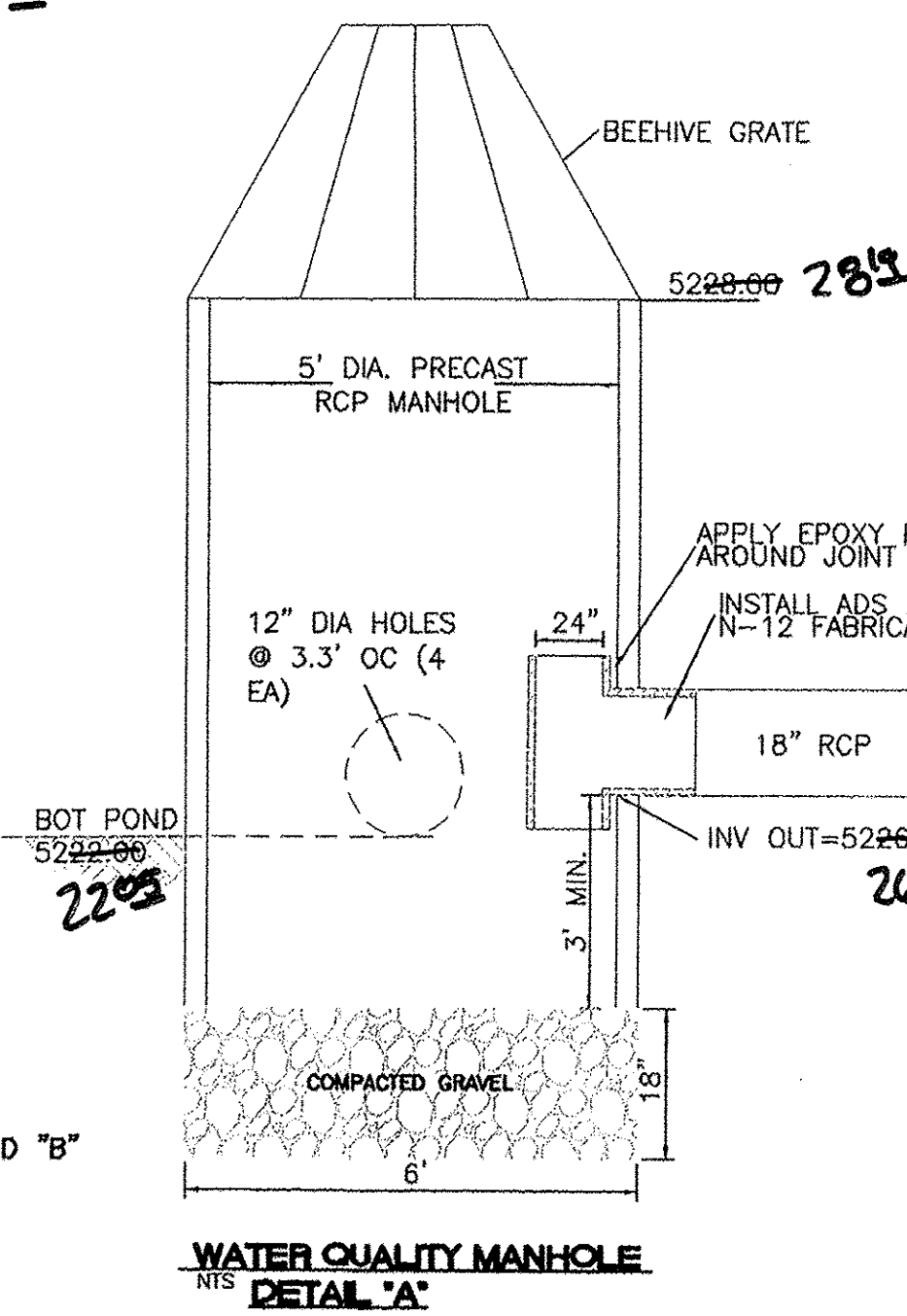
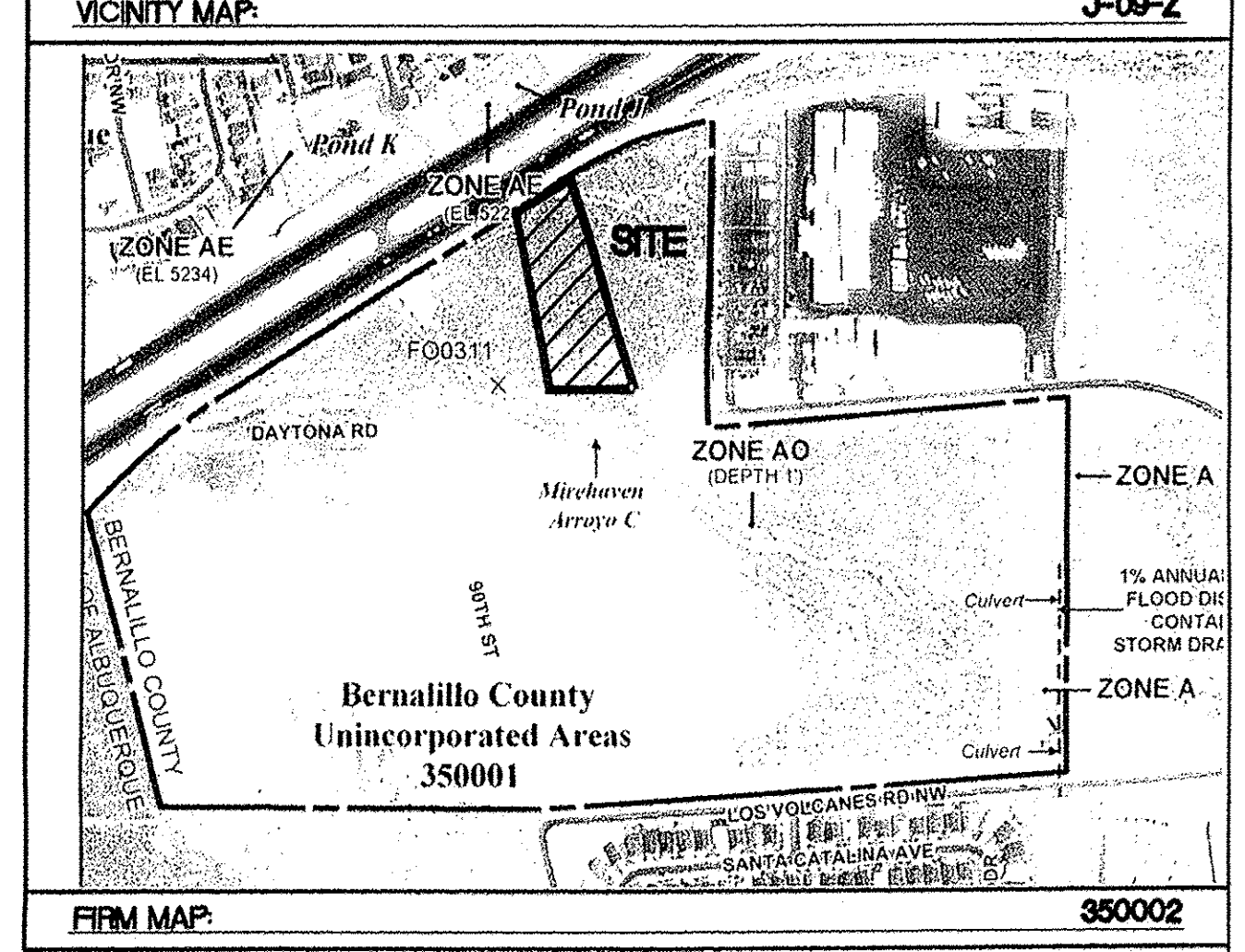
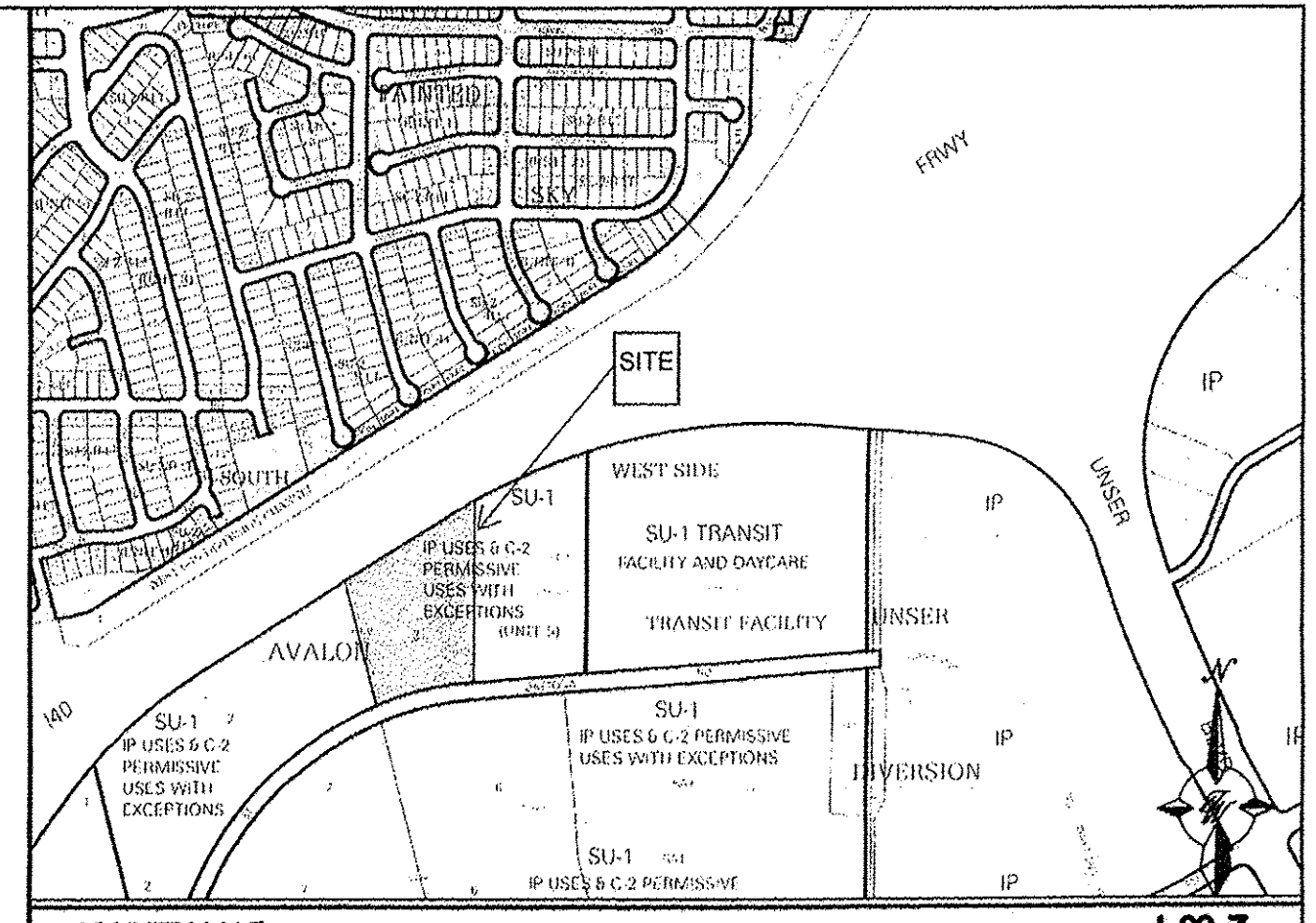
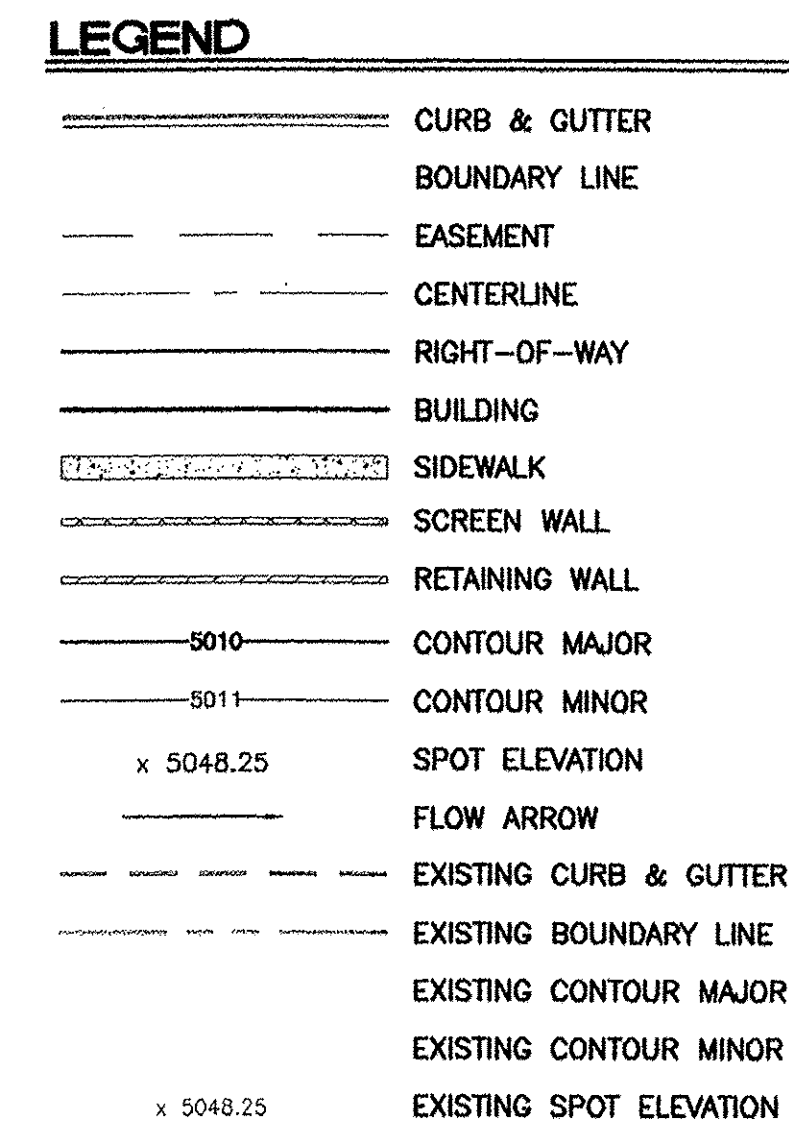





SITE BENCHMARK 
SET CP-CHISLED 
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E=1,494,618.639
ELEV=5233.259

EXISTING 30" CMP
W/CONCRETE
BLANKET



SECTION B-B



ENGINEER'S SEAL	UTILITY TRAILER SALES ALBUQUURQUE NM	DRAWN BY LA
	GRADING AND DRAINAGE PLAN	DATE 07/12/2018
		2017041-GRADING 2
		SHEET # C2
VINCENT P. CARRICA P.E. #16212	5571 MIDWAY PARK PLACE NE ALBUQUERQUE, NM 87109 (505) 858-3100 www.tierrawestllc.com	JOB # 2017041