AGREEMENTS

Contact Person: Mike Knight

Phone No: 299-1500

Project No: 709784

CCN#: 2007012268

Date	Action
1/29/09	Approved by Jane (Amendment to SW)
1-29-09	Processed to Legal
2-3-09	Approved
2-3-09	Processed to CE + Approved
2-3-09	Processed to City Clerks office
2-4-09	Approved by City Clerks 3/9/09 Recorded
2-10-09	Processed Release of Financial guaranty to Jane Rael (replaced w/lien)
2-12-09	Approved by Jane
2-12-09	Processed + Approved by Legal
2-12-09	Processed to CE 12/13/09 Approved
6-14-10	Sent out S/W Verification request.
6-15-10	Processing 2nd Extension to SIA "B" w/FG and 1st Extension to S/W deferral Agreement w/FG to Jane Rael for approval.
6-15-10 +	Approved
6-15-10 + 7/27/10	Processed to Legal
7-30-10	Approved
8/3/10	Processed to City Clerks
8-6-10	Approved
8-10-10	Recorded @ County Clerks Office
8-1-11	Calling Notice #3 for SW sent to Legal + Calling Notice #3 for SIA B
8-4-11	Mailed Calling Notices
9-1-11	Sent out S/W Verification request
9-1-11	Calling Notice #4 for SW + SIA B sent to Legal for signature
6-17-16	Reference Project #709786. New SIA B in Place. New file created. - This file closed out due to new SIA B (709786). Agreements were Released in June 2015 for this file.
6/18/16	Closed out file - Please ref. 709786

CHECKLIST/ACTION SHEET

DRB # & Date 1005182 01/31/2007 Project No: 709784

City Clerk Control No: 200701268

Procedure: B w/FG _____ Other _____

Project Name: La Cuentista II

Developer: La Cuentista II LLC.

Address: PO Box 51177 Albuquerque, NM 87181 244037

Contact Person: Mike Knight Phone: 299-1500

Date Action

08/21/2007 Processing Subdivision Improvement Agreement Procedures B with Financial Guaranty to DRC Chair. 8/27/07 Approved

8.29.07 Processed • Approved by Legal

8.29.07 Processed to CE 8/30/07 Approved

11/5/07 Processed to Hydrology (Agreement (Covenant) & Approved

11/6/07 Processed to DRC Chairman 11/7/07 Approved

11.9.07 Processed to Legal 11/13/07 Approved

11.13.07 Processed to CE 11/14/07 Approved

11.15.07 Recorded @ County Clerks Office

4/2/08 Processing Condrelio paperwork to DRC chair 4/3/08 Approved

4.4.08 Processed • Approved by Legal

7.15.08 Calling Document #1 for SIA B sent

8/12/08 " " #2 " " " " "

9/24/08 Calling documents generated for Signature—NOT presented

10/10/08 Processing 1st Extension to S/I "B" w/FG to DRC Chair for approval 10/10 Approved

10/13/08 Processed to Legal • Approved

10/14/08 Processed to CE • Approved 10/21/08 Recorded

10/23/08 Processed Release of Financial Guaranty • Replaced w/ new one for SIA B 10/28 Approved

10/28/08 Processed to Legal • Approved

10/29/08 Processed to CE 10/30 Approved

1/29/09 Processing 1st Extension to S/I deferral w/FG to DRC Chair.

348-4193

RELEASE OF AGREEMENT

Title of Project: La Cuentista Unit II, City Project No. 709784
Subdivider: La Cuentista II Sales, LLC

THIS RELEASE IS EXECUTED THIS 22nd DAY OF July 2015.

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **LA Cuentista II Sales, LLC** ("Subdivider"), entered into a **Subdivision Improvements Agreement Procedure B** ("Agreement"), dated **August 30, 2007,** recorded on **September 6, 2007**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2007128513**, pages **1** through **6,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuentista Sales II, LLC**("Subdivider"), entered into a **First Extension of Subdivision Improvements Agreement Procedure B** ("Agreement"), dated **August 14, 2008,** recorded on **October 21, 2008**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2008114690**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuenstista Sales II, LLC** ("Subdivider"), entered into a **Second Extension of Subdivision Improvements Agreement** ("Agreement"), dated **August 3, 2010,** recorded on **August 10, 2010**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2010080690**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the Subdivider is no longer the owner of the property subject to the Agreement; and

WHEREAS, **DR SCOTT, LLC** has become the new owner of the subject property and has replaced the Agreement with an acceptable Subdivision Improvements Agreement Procedure B dated **June 23, 2015** recorded on **June 25, 2015** in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No: **2015054640**.

NOW THEREFORE, in consideration of the above, the City does hereby release and discharge **La Cuentista II Sales, LLC** from all obligations and covenants contained in the above-mentioned Agreement.

APPROVED BY:

7/22/15

Shahab Biazar, P.E., City Engineer Date
City of Albuquerque

Doc# 2015063526
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

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

This instrument was acknowledged before me on 22 day of July, 2015, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

LINDA C. EVANS NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public: Linda C Evans

My Commission Expires: 10-17-16

FIGURE 31
RELEASE OF LIEN

Project Name: La Cuentista Unit II **City Project No.** 709784
Subdivider: La Cuentista II Sales, LLC

WHEREAS, The City of Albuquerque, lienholder under a certain Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **February 9, 2009**, at page(s) **1** through **2** as Document No.: **2009013068** ; and

WHEREAS, The City of Albuquerque, lienholder under a certain Amended Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **August 10, 2010**, at page(s) **1** through **3** as Document No.: **2010080693** releases and discharges the following real property described in said Lien as amended, from the Lien and operation thereof.

REAL PROPERTY RELEASED: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22, and 23, T.IIN., R2E NMPM. City of Albuquerque, Bernalillo County, New Mexico recorded in the office of Bernalillo County, New Mexico in Book 2008C, at Page 19 on February 1, 2008 as Document # 2008011217

FORMER LEGAL DESCRIPTION: Tract C Correct Plat of the Bulk Land Plat La Cuentista Subdivision, recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document No. 2004001708.

WITNESS my hand and seal this 22 day of July, 2015

Natalie Y. Howard, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Shahab Biazar, P.E., City Engineer
Date: 7/22/15

Doc# 2015063527
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

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

On this 22 day of July, 20__ before me appeared Natalie Y. Howard to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

OFFICIAL SEAL
Andrea Jaramillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5.22.2018

Notary Public:

My Commission Expires: 5.22.2018

RELEASE OF AGREEMENT

Project Name: **La Cuentista Unit II,** City Project No. **709784**
Subdivider: **La Cuentista II Sales, LLC**

THIS RELEASE IS EXECUTED THIS 22 DAY OF July 2015.

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and [name of subdivider/developer:] **La Cuentista II Sales, LLC**("Subdivider"), entered into a **Sidewalk Deferral Agreement** ("Agreement"), dated **August 30, 2007,** recorded on **September 6, 2007**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2007128514**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and [name of subdivider/developer:] **La Cuentista II Sales, LLC** ("Subdivider"), entered into an **Amendment to Sidewalk Deferral Agreement** ("Agreement"), dated **February 3, 2009,** recorded on **February 9, 2009**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2009013067**, pages **1** through **2,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuentista II Sales, LLC** ("Subdivider"), entered into a **First Extension to Sidewalk Deferral Agreement** ("Agreement"), dated **July 30, 2010,** recorded on **August 10, 2010**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2010080692**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the Subdivider is no longer the owner of the property subject to the Agreement; and

WHEREAS, **DR SCOTT, LLC** has become the new owner of the subject property and has replaced the Agreement with an acceptable Subdivision Improvements Agreement Procedure B dated **June 23, 2015** recorded on **June 25, 2015** in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No: **2015054640**.

NOW THEREFORE, in consideration of the above, the City does hereby release and discharge **La Cuentista II Sales, LLC** from all obligations and covenants contained in the above-mentioned Agreement.

APPROVED BY:

7/22/15

Shahab Biazar, P.E., City Engineer Date
City of Albuquerque

Doc# 2015063528
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

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

This instrument was acknowledged before me on 22 day of July, 2015, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

LINDA C. EVANS NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public: Linda C. Evans

My Commission Expires: 10-17-16

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

PROJECT: 709784 **CONTACT PERSON:** Christina Montoya

CCN: 200701268

(New/Existing) *Existing*

RECEIVED
ALBUQUERQUE CITY CLERK
2015 JUL 24 PM 1:55

Type of Agreement: 2 Release of Lien, 2 Release of Agreement

Description/Project Name: La Cuentista Unit II

Developer: La Cuentista II Sales, LLC

Contract Amount $ 4,542,503.69 SIA Contract Period: 8/3/2010 - 7/22/2015

Contract Amount $ SIA Contract Period: -

Contract Amount $ 143,002.20 S/W Contract Period: 7/30/2010 - ~~7/22/2015~~ 7/22/2015

DRAFT CONTRACT:

Received by Legal: Rejected/Returned to Dept.: /

Returned to Legal: / Approved: Initials:

FINANCIAL GUARANTY:

Municipal Lien Date: 8/6/2010 Attached: **YES** X **NO** Initial

Municipal Lien Date: 8/6/2010 Attached: **YES** **NO** Initial

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Division				
Hydrology Division				
Transportation				
DRC Chairman	7/7/15	7/7/15	7/8/15	
Legal Department	07/13/15	07/16/15		07/16/15
City Engineer				7/22/15
County Clerk				
CAO				

DISTRUBUTION:

	Date:	By:
User Department		
Vendor		
City clerk	7/24/15	
Treasury		
Other:		

RECEIVED
ALBUQUERQUE CITY CLERK
2015 JUL 24 PM 1:57

ADDENDUM TO COVER PAGE

July 7, 2015
(Date)

TO: Nataley Quintana, Assistant City Attorney, Legal Department

FROM: Christiana Montoya, Project Administrator, Design Review Section, Planning Department

SUBJECT: PROJECT NAME: La Cuentista Unit II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

ITEM	ACTION: Review & Approval	ACTION: Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	☐	☐	
Exhibit "A" Infrastructure List	☐	☐	
Extension to Procedure "B"	☐	☑	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	☐	☐	
Extension to Sidewalk Deferral	☐	☑	
Sidewalk Verification & Calculation	☐	☐	
Official Notice of Decision	☐	☐	
Power of Attorney	☐	☐	
Corporate Resolution	☐	☐	
Amendment	☐	☐	
Assignment	☐	☐	
Financial Guarantee Lien	☐	☑	
Amendment to Financial Guarantee	☐	☐	
Treasurer's Report of Deposit	☐	☐	
Construction Paperwork:			
Contractors Proposal	☐	☐	
Subcontractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate (Figure 7)	☐	☐	
Figure 8, Pro Rata	☐	☐	
Figure 21, Pro Rata	☐	☐	
Release of Agreement	☑	☐	
Release of Financial Guarantee	☐	☐	
Release of Municipal Lien	☑	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Centerline Monument Acceptance	☐	☐	
Calling Notice	☐	☐	
Revocable Permit	☐	☐	
License Agreement	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Monitoring Well Permit	☐	☐	
Easement	☐	☐	
Encroachment	☐	☐	
_____	☐	☐	

Notes: _____

Please call Christiana Montoya at 924-3996 if you have questions regarding the above or when the documents are ready to be picked up. **No. of Attachments** (_____)

FIGURE 31
RELEASE OF LIEN

Project Name: La Cuentista Unit II, **City Project No.** 709784
Subdivider: La Cuentista II Sales, LLC

WHEREAS, The City of Albuquerque, lienholder under a certain Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **October 21, 2008**, at page(s) **1** through **2** as Document No.: **2008114691**; and

WHEREAS, The City of Albuquerque, lienholder under a certain Amended Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on August **10, 2010**, at page(s) **1** through **3** as Document No.: **2010080691** releases and discharges the following real property described in said Lien, from the Lien and operation thereof.

REAL PROPERTY RELEASED: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22, and 23, T.IIN., R2E NMPM. City of Albuquerque, Bernalillo County, New Mexico recorded in the office of Bernalillo County, New Mexico in Book 2008C, at Page 19 on February 1, 2008 as Document # 2008011217.

FORMER LEGAL DESCRIPTION: Tract C Correct Plat of the Bulk Land Plat La Cuentista Subdivision, recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document # 2004001708.

WITNESS my hand and seal this 22 day of July, 2015

Natalie Y. Howard, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Shahab Biazar, P.E., City Engineer
Date: 7/22/15

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

Doc# 2015063529
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

On this 22 day of July, 20__ before me appeared Natalie Y. Howard to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

OFFICIAL SEAL
Andrea Jaramillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5.22.2018

Notary Public:

My Commission Expires: 5.22.2018

15

DocN 2010080690
08/10/2010 02:58 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

FIGURE 18

2nd EXTENSION AGREEMENT
Procedure "B"

PROJECT NO. 709784

This Agreement made this 3rd day of August, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) LA CUCHILLA IT SALES, LLC ("Subdivider"), whose address is P.O. Box 51177, ALBQ N.M. 87181 and whose telephone number is 505-299-1500 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on 9-6-2007, at ~~Book Misc.~~ DRR 2007128506 pages 1 through 6, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 10th day of August 2008; and

WHEREAS, the Earlier Agreement was amended by a 1st Agreement dated 8-14-2008 recorded 10-21-08, in ~~Book Misc.~~ DRR 2008117690 pages 1 through 4, records of Bernalillo County, New Mexico, extending the construction deadline to 8-30-2010; and

~~WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____, and~~

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 30th day of August, 2011.

B. On portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal Lien
Amount: $ 4,542,503.67
Name of Financial Institution or Surety providing Guaranty:
City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline):
8-30-2011
If Guaranty other than a Bond, last day City able to call Guaranty s:
10-30-2011
Additional information: Addendum to Subdivision Improvements Agreement

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

SUBDIVIDER: La Cantera II Sales LLC

By [signature]:
Name [print]: Terry M. Knight
Title: Managing Member
Dated: 6-15-2010

CITY OF ALBUQUERQUE:

By: Bradley L. Bingham
for Richard Dourte, City Engineer
Dated: 7/30/10

7/30/10

6-15-10

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 15 day of June, 20 10 by [name of person:] Terry M. Knight, for instance, "President" or "Owner"] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on this 30 day of July, 20 10 by ~~Richard Bourne~~ Bradley Bingham, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

ADDENDUM TO THE SUBDIVISION IMPROVEMENTS AGREEMENT

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

LA CUENTISTA II SALES, LLC
a New Mexico Limited Liability Company

By: 2010, Inc., a New Mexico corporation and
Its Managing Member

By: _____
Michael Knight, President

130

Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA II
SUBDIVIDER: LA CUENTISTA II SALES LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 2-9-2009 between the City of Albuquerque ("City") and LA CUENTISTA II SALES, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 2/05/2009 as Document No. 2009013068.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
LA CUENTISTA ~~II SALES~~ UNIT II
said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider)
LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ~~2007~~ ~~128514~~, at page _____, on Sept 6, 2007, as Document No. 2007128514, as amended.
This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES, LLC

ADDRESS OF OWNER: P.O. BOX 51177, ALBQ NM 87181

LEGAL DESCRIPTION: SEE EXHIBIT A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008, as Document No. _____.

FORMER LEGAL DESCRIPTION: TRACT C CORRECTED PLAT OF THE BULK PLAT OF LA CUENTISTA SUBDIVISION

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on JANUARY 7, 2004, as Document No. 2004001708.

DocN 2010080693
09/10/2010 02:58 PM Page: 1 of 3
LIEN R:$13.00 M. Toulouse Oliver, Bernalillo County

AMOUNT: $ 143002.20, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 30, 2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 6TH day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley L. Bingham
for Richard Dourte, City Engineer

Date: 7/30/10

KJE 7/30/10

MW 6-15-10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 6th day of August 2010, before me appeared Amy B. Bailey to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

OFFICIAL SEAL
Jeanette Lovato
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 4/4/2012

My Commission Expires

Jeanette Lovato
Notary Public

X:\RELIUSHARE\AGREKJC\claim notice of lien figure 30.doc

Revised 6/3/2010

EXHIBIT A

LEGAL DESCRIPTION: Lots 1-12 Block 1, lots 1-50 Block 2, lots 1-16 Block 3, lots 1-9 Block 4, lots 1-12 Block 5, lots 1-21 Block 6, lots 1-16 Block 7, lots 1-10 Block 8, and tracts 1-12, Plat of La Cuentista Subdivision Unit II within sections 15, 22, and 23, T.11N., R.2E N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico

Doc# 2010080692
08/10/2010 02:58 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

FIGURE 18

1st

EXTENSION AGREEMENT
SIDEWALK DEFERRAL

PROJECT NO.: 709784

This Agreement made this 30 day of July, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of subdivider:) LA CUENTISTA-N SALES, LLC ("Subdivider"), whose address is P.O. BOX 5117 ALBQ NM 87181 and whose telephone number is 505-295-1500, is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30 day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on Sept 6, 2007, at ~~Book Misc.~~ 2007128514, pages 1 through 4, ("Earlier Agreement"); by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 10 day of August 2010; and

WHEREAS, the Earlier Agreement was amended by a AMENDED TO ~~Extension~~ Agreement dated 2/3/09 recorded 2-9-09, in ~~Book Misc.~~ 2009030670 pages 1 through 2, records of Bernalillo County, New Mexico, extending the construction deadline to 8-10-2010; and

~~WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and~~

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 30 day of August, 20 11.

B. On portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal Lien
Amount: $ 143,002.20
Name of Financial Institution or Surety providing Guaranty:
City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline):
8-30-2011
If Guaranty other than a Bond, last day City able to call Guaranty is:
10-30-2011
Additional information: See addendum to the agreement with Defferred Agreement.

3. The parties agree that all terms and conditions of the Earlier Agreement are not in conflict with this Extension Agreement and shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

SUBDIVIDER: La Cuentista II Sales, LLC

By [signature]:
Name [print]: Terry A. Knight
Title: Managing Member
Dated: 6-15-2010

CITY OF ALBUQUERQUE:

By: Bradley J. Bingham
Re-Richard Dourte, City Engineer
Dated: 7/30/10

6-15-10

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 15 day of June, 2010 by [name of person:] Drey K Knight, [title or capacity, for instance, "President" or "Owner"] Managing Member of [Subdivider:] La Cuentista II Sabeo, LLC.

(SEAL)

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on 30 day of July, 20 10 by ~~Richard Bourne~~ Bradley Bingham, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2014

Lisa Cornejo
Notary Public

ADDENDUM TO THE SIDEWALK DEFERRAL AGREEMENT

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

LA CUENTISTA II SALES, LLC
a New Mexico Limited Liability Company

By: 2010, Inc., a New Mexico corporation and
Its Managing Member,

By: _____
Michael Knight, President

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Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: La Cuentista II
SUBDIVIDER: La Cuentista II Sales, LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 10-16-2008 between the City of Albuquerque ("City") and La Cuentista II Sales, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 10-24-2008 as Document No. 2008114691.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
La Cuentista Unit II,
said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider) La Cuentista II Sales, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on September 6th, 2007, as Document No. 2007123513, as amended.
This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: La Cuentista II Sales, LLC

ADDRESS OF OWNER: P.O. Box 51177 ALBQ NM 87181

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008 as Document No. 2008011217.

FORMER LEGAL DESCRIPTION: TRACT C CORRECT PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION
RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on 1-7, 2004, as Document No. 2004001708.

Doc# 2010080691
08/10/2010 02:58 PM Page: 1 of 3
LIEN R:$13.00 M. Toulouse Oliver, Bernalillo County

AMOUNT: $ 4,542,503 ⁰⁰, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline 8-30-2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 6th day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley L. Bingham
for Richard Dourte, City Engineer

Date: 7/30/10

BLB 7/30/10

RD 6-15-10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 6th day of August 2010, before me appeared Amy B. Bailey to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

OFFICIAL SEAL
My Commission Expires: 7/30/10
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/14/2012

Notary Public

EXHIBIT A

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-20 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8, AND TRACTS 1-12, PLAT OF LA CUENTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T.11N., R.2E NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709784

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ____, ____, at page ____, on SEPTEMBER 6, 2007 as Document No. 2007128514. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES LLC

ADDRESSS OF OWNER: PO BOX 51177, ALBUQUERQUE, NM 87181-1177

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-50 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8, AND TRACTS 1-12, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T. 11N., R2E NMPM. CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on FEBRUARY 1, 2008 as Document No. ____

FORMER LEGAL DESCRIPTION: TRACT C, CORRECTED PLAT OF THE PARK LAND PLAT, LA CUENTISTA SUBDIVISION)

Doc# 2009013068
02/09/2009 03:57 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document No. 2004001708.

AMOUNT: $ 143,202.20, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 10, 2010. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 4th day of Feb, 2009.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Richard Dourte, City Engineer
Date: 2-03-09

bjf 2/3/09

1-29-09

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 4 day of February 2009, before my appeared Randy M. Autio to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

My Commission Expires:
June 4, 2012

Notary Public

OFFICIAL SEAL
Jeanette R. Lovato
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: June 4, 2012

X:\RFI.U\SHARE\AGREKJC\claim notice of lien figure 30 doc

revised 5/28/08

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project: 709784
CCN#200701268
EXT

Contact Person **Marilyn Maldonado**

Type of Agreement: Amendment to Sidewalk Deferral Agreement with Financial Guaranty
Name: La Cuentista II
Developer: La Cuentista II Sales LLC

Contract Amount $ _____ SIA Contract Period: _____
Contract Amount $143,002.20 S/W Contract Period: 2-3-09 - 08/10/2010

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	01/29/2009	1-29-09		1-29-09
Legal Dept	1-29-09			2/3/09
City Engineer	2-3-09	2-03-09		2-03-09
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department.	2/13/09	
Vendor		
City Clerk	~~2/04~~ 2/13/09	
Treasury		
Other: _____		

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA SUBDIVISION, UNIT II
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709784

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) **La Cuentista Subdivision, Unit II**, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) **La Cuentista II Sales, LLC**, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on **September 6th**, **2007**, as Document No.**2007128513**. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: La Cuentista II Sales, LLC

ADDRESSS OF OWNER: PO Box 51177, Albuquerque, NM 87181-1177

LEGAL DESCRIPTION: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22 and 23, T.11N., R.2E N.M.P.M, City of Albuquerque, Bernalillo County, New Mexico

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book **2008C**, at page **19**, on **February 1**, 20**08** as Document No. **2008011217**.

FORMER LEGAL DESCRIPTION: Tract C, Corrected Plat of the Bulk Land Plat, La Cuentista Subdivision

Doc# 2008114691
10/21/2008 02:32 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book **2004C**, at page **7**, on **January 7**, 20**04**, as Document No. **2004001708**.

AMOUNT: $ 4,542,503.69, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline **August 30, 2010**. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 16 day of October, 2008.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Richard Dourte, City Engineer
Date: 10/14/08

10/13/08

10-10-08

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 16 day of October 2008, before my appeared Brandy Ann Cano to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

My Commission Expires:

Notary Public

X:\RELU\SHARE\AGREKJC\claim notice of lien figure 30.doc revised 10/10/08

Albuquerque Bernalillo County
Water Utility Authority

P.O Box 568
Albuquerque, NM 87103

LETTER OF FINAL PROJECT ACCEPTANCE

July 14, 2015

Kristal Metro, P.E.
DRC / Construction Section Head
600 2nd St. NW
Albuquerque, NM 87102

Re: La Cuentista Subdivision Unit II, CPN 709784

Ms. Metro,

The Albuquerque Bernalillo County Water Utility Authority (ABCWUA) has received the Closeout Documents from Daniel S. Aguirre, P.E. of the firm Wilson & Company for the above referenced project. The work order for the above mentioned project was approved in 2008 and only the construction of the offsite improvements which include both 12" waterline and 8" sanitary sewer along both Rosa Parks Rd. and Kimmick Dr. were completed. Although the offsite infrastructure was inspected in 2008, it was never formally accepted. It was agreed to that the closeout documents associated with the offsite improvements would be submitted with the closeout package for SAD228 for approval. This is due to the fact that SAD228 connects to these offsite improvements. The Water Authority has reviewed the testing and inspection documents provided for the water and/or sanitary sewer infrastructure.

These facilities meet the requirements of the Water Authority for service obligations. The Water Authority recommends project acceptance by the City Engineer and will take ownership and maintenance responsibilities for these facilities contingent upon City of Albuquerque acceptance of the project.

Sincerely,

Timothy F. Cynova, P.E.
Senior Engineer
Utility Development
ABCWUA

cc: file CPN 709784 (Christiana Montoya)
Daniel S. Aguirre, P.E., Wilson & Company

UTILITY ENGINEERING & PLANNING

No. of Lots: 150 Lots & 12 Tracts
Nearest Major Streets Rosa Parks Rd NW & Kimmick Dr NW

FIGURE 12

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 30th day of August, 2007, 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 La Cuentista II Sales, LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] New Mexico Limited Liability Company, whose address is PO Box 51177, Albuquerque, New Mexico 87181 and whose telephone number is 505)299-1500, 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 C of The Correction Plat of the Bulk Land Plat of La Cuentista Subdivison, recorded on 07 January 2004 in the records of the Bernalillo County Clerk at Book 2004C, page 7 through _____ (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:] La Cuentista II Sales, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as La Cuentista Subdivision - Unit II describing Subdivider's Property.

As a result of the development of the 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 of, 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 10 day of August, 2008 ("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. 709784.

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 Subdivision Ordinance 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 Development Review Board (DRB), unless

Doc# 2007128513
09/06/2007 10:58 AM Page: 1 of 6
AGRE R:$19.00 M. Toulouse, Bernalillo County

the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance 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. 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, 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. 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 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	3.25%
Excavation And Sidewalk Ordinance, 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.

4. 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 Surv-Tek Inc, and construction surveying of the private Improvements shall be performed by Surv-Tek Inc. 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 Wilson & Company, and inspection of the private Improvements shall be performed by Wilson & Company, 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

PENGAD 800-631-6989
EXHIBIT A

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 Professional Service Industries, Inc., and field testing of the private Improvements shall be performed by Professional Service Industries, Inc., 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 therefor.

5. 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following Financial Guaranty:

Type of Financial Guaranty: Reserve Letter
Amount: $ 4,542,503.69
Name of Financial Institution or Surety providing Guaranty: First Federal Bank
Date City first able to call Guaranty:
[Construction Completion Deadline]: August10, 20 08
If Guaranty other than a Bond, last day City able to call Guaranty is: Oct0ber 10, 20 08
Additional information:

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

7. 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 1, 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 Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

8. 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.

9. 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 Development Process Manual, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guarantee 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 Subdivision Ordinance.

(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.

10. 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 defend, indemnify and hold harmless the City and 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 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; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 days after the notice is mailed if there is no actual evidence of receipt.

16. 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.

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

18. 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 enfforceable if the remainder is reasonably capable of completion.

19. 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.

20. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

21. 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/OWNER:

By [Signature]:
Subdivider: La Cuentista II Sales, LLC
Name: Mike Knight
Title: Managing Member
Dated: 8-22-07

CITY OF ALBUQUERQUE

8-30-07
City Engineer
Dated: 8/27/07 8-27-07

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 22nd day of August, 2007 by [name of person:] Michael Knight, [title or capacity, for instance, "President" or "Owner":] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

OFFICIAL SEAL
ReLINDA ANDERSON
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-20-10

Linda Anderson
Notary Public

My Commission Expires:
October 30, 2010

CITY'S NOTARY

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

This instrument was acknowledged before me on 30 day of, August, 20 07 by Wilfred Gallegos, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Lisa Cornejo
Notary Public

My Commission Expires:
07-05-2010

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 07-05-2010

EXHIBIT A ATTACHED

FIGURE 18

EXTENSION AGREEMENT
Procedure "B"
PROJECT NO. 709784

This Agreement made this 14th day of October, 2008, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) La Cuentista II Sales, LLC ("Developer"), whose address is P.O. Box 51177, Albuquerque, NM 87181 and whose telephone number is 505-299-1500 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Developer entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on September 6, 2007, at Doc # 2007128513, pages 1 through 6, ("Earlier Agreement"), by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the 10th day of August, 2008; and

WHEREAS, the Earlier Agreement was amended by an Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, it appears that the Developer will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Developer an extension of time in which to complete construction of all or part of the improvements, provided the Developer posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Developer is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. for all improvements, the 30th day of August, 2010.

B. on portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE
_____	_____
_____	_____
_____	_____

Doc# 2008114690
10/21/2008 02:32 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

07/02

EXHIBIT A1
PENGAD 800-631-6989

2. With this Extension Agreement, Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal lien
Amount: $ 4,542,503.69 Name of Financial Institution or Surety providing Guaranty: City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline): August 30, 2010
If Guaranty other than a Bond, last day City able to call Guaranty is: October 30, 2010
Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

DEVELOPER:

By (Signature) _____
Name: MIKE KNIGHT
Title: MANAGING MEMBER
Dated: 10-10-08

CITY OF ALBUQUERQUE:

Bradley L. Bingham
City Engineer
Dated: 10/14/08

10/13/08

10-10-08

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 10th day of October, 2008 by (name of person:) Mike Knight, (title or capacity, for instance, "President" or "Owner") Managing Member of (Developer:) La Cuentista II Sales, LLC

_____
Notary Public

My Commission Expires:
9/16/10

OFFICIAL SEAL
K. ARMSTRONG
NOTARY PUBLIC
State of New Mexico
My Comm. Exp. 9/16/10

CITY'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 14th day of October, 2008 by Bradley L Bingham, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
10-07-10

EXHIBIT "A"

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 3, 2008

1. **Project# 1005182**
   08DRB-70354 MAJOR - - 2YEAR EXTENSION OF SUBDIVISION IMPROVEMENTS (2YR SIA)

   WILSON & COMPANY agent(s) for LA CUENTISIA II SALES, LLC request(s) the referenced/ above action(s) for all or a portion of **LA CUENTISTA SUBDIVISION Unit II**, zoned SU-2 SRSL 26, located on the south side of ROSA PARKS RD NW BETWEEN ALOE RD NW AND KIMMICK RD NW containing approximately 35.4714 acre(s). (C-10 & C-11)

At the September 3, 2008 Development Review Board meeting, the 2 year extension of the Subdivision Improvements Agreement was approved.

If you wish to appeal this decision, you must do so by September 18, 2008 in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Jack Cloud , AICP, DRB Chair

Cc: Kristine Susco – Wilson & Company – 4900 Lang Avenue NE – Albuquerque, NM 87109
Cc: La Cuentista II Sales, LLC (Michael Knight) – 2518 Eubank NE – Albuquerque, NM 87112

15'

Doc# 2010080690
08/19/2010 02:59 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

FIGURE 18

2nd EXTENSION AGREEMENT
Procedure "B"

PROJECT NO. 709784

This Agreement made this 30th day of August, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) La Cuentista II Sales, LLC ("Subdivider"), whose address is P.O. Box 51177, Albq. NM. 87181 and whose telephone number is 205-299-1500 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on 9-6-2007, at ~~Book Misc.~~ Doc# 2007128584 pages 1 through 6, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 10th day of August 2008; and

WHEREAS, the Earlier Agreement was amended by a 1st Extension Agreement dated 8-14-2008 recorded 10-21-08, in ~~Book Misc.~~ Doc# 2008114690 pages 1 through 4, records of Bernalillo County, New Mexico, extending the construction deadline to 8-30-2010; and

~~WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____, and~~

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

PENGAD 800-631-6989

EXHIBIT A-2

A. For all improvements, the 30th day of August, 2011.

B. On portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal Lien
Amount: $ 4,542,503.67
Name of Financial Institution or Surety providing Guaranty:
City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline):
8-30-2011
If Guaranty other than a Bond, last day City able to call Guaranty s:
10-30-2011
Additional information: Addendum to Subdivision Agreement

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

SUBDIVIDER: La Cuentista II Sales LLC

By [signature]:
Name [print]: Terry M. Knight
Title: Managing Member
Dated: 6-15-2010

CITY OF ALBUQUERQUE:

By: Bradley S. Bingham
for Richard Dourte, City Engineer
Dated: 7/30/10

7/30/10 KM 6-15-10

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 15 day of June, 20 10 by [name of person:] Terry M. Knight, [title or capacity, for instance, "President" or "Owner:"] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on this 30 day of July, 20 10 by ~~Gerald Doucte~~ Bradley Bingham, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

ADDENDUM TO THE SUBDIVISION IMPROVEMENTS AGREEMENT

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

LA CUENTISTA II SALES, LLC
a New Mexico Limited Liability Company

By: 2010, Inc., a New Mexico corporation and
Its Managing Member

By: _____
Michael Knight, President

No. of Lots: 150 Lots & 12 Tracts
Nearest Major Streets:
Rosa Parks Rd NW & Kimmick Dr NW

FIGURE 19
SIDEWALK DEFERRAL AGREEMENT
PROJECT NO. 709784

THIS AGREEMENT is made this 30th day of August, 2007, 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 La Cuentista II Sales, LLC ("Developer"), whose address is PO Box 51177, Albuquerque, New Mexico 87181 and whose telephone number is (505)299-1500, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:) New Mexico Limited Liability Company, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Tract C Of The Correction Plat of the Bulk Land Plat of La Cuentista Subdivison the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) Preliminary plat, to be identified as (state name of plat:) La Cuentista Subdivision - Unit II; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in case the Developer does not complete the construction as required.

THEREFORE, the City and the Developer agree:

1.A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached Exhibit "A", which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalk to the satisfaction of the City by 10 August, 2010("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Subdivision Improvements Agreement, the Developer may request an extension from the Project Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Subdivision Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Subdivision Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

DocN 2007126514
09/06/2007 10:50 AM Page: 1 of 4
AGRE R:$15.00 M. Toulouse, Bernalillo County

2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less that 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: Reserve Letter
Amount: $ 143,002.20
Name of Financial Institution or Surety providing Guaranty: First Federal Bank
Date City first able to call Guaranty (Sidewalk Construction Deadline): 10 August, 2010.
If Guaranty other than a Bond, last day City able to call Guaranty is: 10 October, 2010.
Additional Information: _____

3. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and Sidewalk Deferral Agreement.

4. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Variance Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

5. Indemnification. Until the sidewalks are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the sidewalks are being constructed in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers; agents and employees from and against all suits, actions or claims of any kind brought because of any injury or damage arising out of the design or construction of the sidewalks, or by reason of any act, omission or misconduct of the Developer, its agents or employees. 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. Provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

6. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

EXHIBIT B
PENGAD 800-631-6989

7. Release. If the subdivision 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 posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when 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.

8. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks 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 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 the Financial Guaranty.

9. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Subdivision for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and its heirs, successors and assigns.

10. 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 days after the notice is mailed if there is no actual evidence of receipt.

11. 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.

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

13. 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.

14. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meeting or construction of any of its provisions.

15. Form not Changes. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

16. Authority to Execute. If the Developer signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

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

DEVELOPER:

By (Signature): [signature]
Name: Michael Knight
Title: Managing Member
Dated: 8-22-07

CITY OF ALBUQUERQUE:

[signature] 8.30.07
City Engineer

[signature] 8-27-07

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 22nd day of August, 2007 by (name of person:) Michael Knight, (title or capacity, for instance, "President" or "Owner":) Managing Member of (name of entity) La Cuentista II Sales, LLC.

OFFICIAL SEAL
RELINDA ANDERSON
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-30-10

[signature]
Notary Public

My Commission Expires:
October 30, 2010

CITY'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 30 day of August, 2007 by Wilfred Gallegos, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[signature]
Notary Public

My Commission Expires:
07-05-2010

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 07-05-2010

EXHIBIT "A" ATTACHED

1A

AMENDMENT TO AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

City Project # 709784-Sidewalk Deferral

2/3/09

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on August 30, 2007, which was recorded on September 6, 2007, in the records of the Bernalillo County Clerk in Doc # 2007128514, pages 1 to 4 wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the Earlier Agreement was amended by a ___ Extension Agreement dated ___, recorded ___, in Doc. # ___, pages ___ through ___, records of Bernalillo County, New Mexico, extending the construction deadline to ___; and

WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, the Subdivider has requested to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

THEREFORE, the Subdivider and the City agree to amend the Original Agreement as follows:

1. Amending Section 2, Financial Guaranty, to read as follows:

To meet the Subdivision Ordinance requirements, the subdivider has acquired or is able to acquire the following "Financial Guaranty":

Type of Financial Guaranty: **Municipal Lien**
Amount: **$ 143,002.20**
Name of Financial Institution or Surety providing Guaranty: **City of Albuquerque**
Date City first able to call Guaranty: **August 10, 2010**.
Construction Completion Deadline: **August 10, 2010**
If Guaranty other than a Bond, last day City is able to call Guaranty is **October 10, 2010**.
Additional information: _____

2. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

Doc# 2009013067
02/09/2009 03:57 PM Page: 1 of 2
AMND R:$11.00 M. Toulous Oliver, Bernalillo County

SUBDIVIDER:
LA CUENTISTA II SALES LLC
By (Signature): _____
Print Name: TERRI M KNIGHT
Title: MANAGING MEMBER
Dated: January 26, 2009

CITY OF ALBUQUERQUE:
By: _____, City Engineer
Dated: 2-03-09

2/3/09 1-29-09

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 26th day of January, 2009 by [name of person] TERRI M. KNIGHT, [title or capacity, for instance, "President" or "Owner"] MANAGING MEMBER of ("Subdivider") LA CUENTISTA II SALES, LLC

My Commission Expires:
9/16/10

Notary Public

OFFICIAL SEAL
K. ARMSTRONG
Notary Public
State of New Mexico
My Comm. Exp. 9/16/10

CITY'S NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 3RD day of February, 2009 by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:
10-07-12

Notary Public

EXHIBIT B-1

PENGAD 800-631-6989

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA SUBDIVISION, UNIT II
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709784

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) La Cuentista Subdivision, Unit II, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) La Cuentista II Sales, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on September 6th, 2007, as Document No. 2007128513. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: La Cuentista II Sales, LLC

ADDRESSS OF OWNER: PO Box 51177, Albuquerque, NM 87181-1177

LEGAL DESCRIPTION: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22 and 23, T.11N., R.2E N.M.P.M, City of Albuquerque, Bernalillo County, New Mexico

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on February 1, 2008 as Document No. 2008011217

FORMER LEGAL DESCRIPTION: Tract C, Corrected Plat of the Bulk Land Plat, La Cuentista Subdivision

Doc# 2008114691
10/21/2008 02:22 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

1

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004, as Document No. 2004001708.

AMOUNT: $ 4,542,503.69, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

$4,542,503.69

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 30, 2010. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 16 day of October, 2008.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Richard Dourte, City Engineer
Date: 10/14/08

10-10-08

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 16 day of October 2008, before my appeared Randy M. Autio to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)
My Commission Expires:

Notary Public

X:\RELIAS\HARBA\GREK\Claims notice of lien figure 30.doc revised 10/16/08

EXHIBIT C
PENGAD 800-631-6989

Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: La Cuentista II
SUBDIVIDER: La Cuentista II Sales, LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 10-16-2008 between the City of Albuquerque ("City") and La Cuentista II Sales, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 10-21-2008 as Document No. 2008114691.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
La Cuentista Unit II
said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider)
La Cuentista II Sales, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on September 6th, 2007, as Document No. 2007128513, as amended.
This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: La Cuentista II Sales, LLC

ADDRESS OF OWNER: P.O. Box 51177 Albq NM 87181

LEGAL DESCRIPTION: See attached Exhibit A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008 as Document No. 2008011217.

FORMER LEGAL DESCRIPTION: Tract C Correct Plat of the Buck Hand Plat La Cuentista Subdivision
RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on 1-7, 2004, as Document No. 2004001708.

DocN 2010056891
09/10/2010 02:50 PM Page: 1 of 3
LIEN R:$13.00 M. Toulouse Oliver, Bernalillo County

1 of 2

EXHIBIT A

AMOUNT: $ 4,542,503.00, plus any costs incurred for a title search and updat amount shall bear interest at the rate of twelve percent (12%) per year from the date of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline 8-30-2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at the City determines that any alternative Financial Guaranty does not provide adequate that construction of the Improvements will occur.

WITNESS my hand and seal this 16th day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

for Richard Dourte, City Engineer 7/13/10

Date: 7/30/10 6-15-10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 16th day of August 2010, before me appear B. Bailey to me personally known, who being by me duly sworn or affirmed did say that the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, said instrument was signed and sealed in behalf of said City of Albuquerque by authority City Council and the laws of the State of New Mexico and of said City of Albuquerque, County Clerk acknowledges said instrument to be the free act and Claim and Notice of L the City of Albuquerque.

(SEAL) OFFICIAL SEAL My Commission Expires: NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 9/4/2012

Notary Public

X:\REAL\SHARE\AURE\JC\claim notice of lien figure 30.doc

Revised

2 of 2

LEGAL DESCRIPTION: Lots 1-12 Block 1, Lots 1-20 Block 2, Lots 1-16 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-16 Block 7, Lots 1-10 Block 8 AND TRACTS 1-13, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23 T.11N., R.2E N.M.P.M. City of Albuquerque, Bernalillo County, New Mexico

EXHIBIT C-1

ENGAD 800-631-6989

2

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709704

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ____, ____, at page ____, on SEPTEMBER 6, 2007 as Document No. 2007128514. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES LLC

ADDRESSS OF OWNER: PO BOX 51177, ALBUQUERQUE, NM 87181-1177

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-50 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8, AND TRACTS 1-12, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T.11N., R2E NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on FEBRUARY 1, 2008 as Document No. _____.

FORMER LEGAL DESCRIPTION: TRACT C, CORRECTED PLAT OF THE PARK LAND PLAT, LA CUENTISTA SUBDIVISION

Doc# 2009013068
02/09/2009 03:57 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

3

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on JANUARY 7, 2004 as Document No. 2004001709.

AMOUNT: $ 143002.20, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline AUGUST 10, 2010. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 4th day of Feb, 2009.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Richard Dourte, City Engineer
Date: 2-03-09

lgf 2/3/09

lgf 1-29-09

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 4 day of February 2009 before my appeared Randy M. Autio to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

My Commission Expires:
June 4, 2012

Jeanette R Lovato
Notary Public

OFFICIAL SEAL
Jeanette R. Lovato
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: June 4, 2012

X:\REI_US\SHARE\AGREK\Claim notice of lien figure 30.doc

revised 5/28/08

EXHIBIT 1
PENGAD 800-631-6989

Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA II
SUBDIVIDER: LA CUENTISTA II SALES LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 2-4-2009 between the City of Albuquerque ("City") and LA CUENTISTA II SALES, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 2/09/2009 as Document No. 2009013068.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
LA CUANTISTA ~~II SALES~~ UNIT II
said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider) LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ~~2007~~ 128514 at page _____, on Sept 6, 20 07, as Document No. 2007128514, as amended. This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES, LLC

ADDRESS OF OWNER: P.O. BOX 51177, ALBQ NM 87181

LEGAL DESCRIPTION: SEE EXHIBIT A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008, as Document No. _____.

FORMER LEGAL DESCRIPTION: TRACT C CORRECTED PLAT OF THE PUBLIC PLAT OF LA CUENTISTA SUBDIVISION
RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on JANUARY 7, 2004, as Document No. 2004001708.

DocH 2010086693
08/10/2010 02:58 PM Page: 1 of 3
LIEN R:013.00 M. Toulouse Oliver, Bernalillo County

AMOUNT: $ 143002.20, plus any costs incurred for a title search and update, whic amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 30, 2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at anyti the City determines that any alternative Financial Guaranty does not provide adequate assura that construction of the Improvements will occur.

WITNESS my hand and seal this 6TH day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley A. Bingham
for Richard Dourte, City Engineer

Date: 7/30/10

WJL 7/30/10
6-15-10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 6th day of August 2010, before me appeared Ar B. Bailey to me personally known, who being by me duly sworn or affirmed did say that she i the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and th said instrument was signed and sealed in behalf of said City of Albuquerque by authority of it City Council and the laws of the State of New Mexico and of said City of Albuquerque, and t County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien o the City of Albuquerque.

(SEAL)
OFFICIAL SEAL
My Commission Expires:
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/4/2012

Notary Public

X:\RELUSHARE\AGREK\Claim notice of lien figure 30.doc

Revised 6/3/2010

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-50 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-16 BLOCK 7, LOTS 1-16 BLOCK 8; AND TRACTS 1-12, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T.11N., R.2E N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

EXHIBIT
D-1
ENGAD 800-631-6989

4

RELEASE OF AGREEMENT

Title of Project: La Cuentista Unit II, City Project No. 709784
Subdivider: La Cuentista II Sales, LLC

THIS RELEASE IS EXECUTED THIS 22nd DAY OF July 2015.

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **LA Cuentista II Sales, LLC** ("Subdivider"), entered into a **Subdivision Improvements Agreement Procedure B** ("Agreement"), dated **August 30, 2007,** recorded on **September 6, 2007**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2007128513**, pages **1** through **6,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuentista Sales II, LLC**("Subdivider"), entered into a **First Extension of Subdivision Improvements Agreement Procedure B** ("Agreement"), dated **August 14, 2008,** recorded on **October 21, 2008**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2008114690**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuenstista Sales II, LLC** ("Subdivider"), entered into a **Second Extension of Subdivision Improvements Agreement** ("Agreement"), dated **August 3, 2010,** recorded on **August 10, 2010**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2010080690**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the Subdivider is no longer the owner of the property subject to the Agreement; and

WHEREAS, **DR SCOTT, LLC** has become the new owner of the subject property and has replaced the Agreement with an acceptable Subdivision Improvements Agreement Procedure B dated **June 23, 2015** recorded on **June 25, 2015** in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No: **2015054640**.

NOW THEREFORE, in consideration of the above, the City does hereby release and discharge **La Cuentista II Sales, LLC** from all obligations and covenants contained in the above-mentioned Agreement.

APPROVED BY:

7/22/15

Shahab Biazar, P.E., City Engineer Date

City of Albuquerque

Doc# 2015063526

07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

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

This instrument was acknowledged before me on 22 day of July, 2015, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

LINDA C. EVANS NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public Linda C Evans

My Commission Expires: 10-17-16

FIGURE 31
RELEASE OF LIEN

Project Name: La Cuentista Unit II **City Project No.** 709784
Subdivider: La Cuentista II Sales, LLC

WHEREAS, The City of Albuquerque, lienholder under a certain Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **February 9, 2009**, at page(s) **1** through **2** as Document No.: **2009013068** ; and

WHEREAS, The City of Albuquerque, lienholder under a certain Amended Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **August 10, 2010**, at page(s) **1** through **3** as Document No.: **2010080693** releases and discharges the following real property described in said Lien as amended, from the Lien and operation thereof.

REAL PROPERTY RELEASED: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22, and 23, T.IIN., R2E NMPM, City of Albuquerque, Bernalillo County, New Mexico recorded in the office of Bernalillo County, New Mexico in Book 2008C, at Page 19 on February 1, 2008 as Document # 2008011217

FORMER LEGAL DESCRIPTION: Tract C Correct Plat of the Bulk Land Plat La Cuentista Subdivision, recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document No. 2004001708.

WITNESS my hand and seal this 22 day of July, 20 15

Natalie Y. Howard, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Shahab Biazar, P.E., City Engineer
Date: 7/22/15

Doc# 2015063527
07/23/2015 11:37 AM Page: 1 of 1
REL R $25.00 M. Toulouse Oliver, Bernalillo County

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

On this 22 day of July, 20 before me appeared Natalie Y. Howard to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

OFFICIAL SEAL
Andrea Jaramillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5.22.2018

Notary Public:
My Commission Expires: 5.22.2018

Release lien

RELEASE OF AGREEMENT

Project Name: **La Cuentista Unit II,** City Project No. **709784**
Subdivider: **La Cuentista II Sales, LLC**

THIS RELEASE IS EXECUTED THIS 22 DAY OF July 2015.

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and [name of subdivider/developer:] **La Cuentista II Sales, LLC**("Subdivider"), entered into a **Sidewalk Deferral Agreement** ("Agreement"), dated **August 30, 2007,** recorded on **September 6, 2007**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2007128514**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and [name of subdivider/developer:] **La Cuentista II Sales, LLC** ("Subdivider"), entered into an **Amendment to Sidewalk Deferral Agreement** ("Agreement"), dated **February 3, 2009,** recorded on **February 9, 2009**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2009013067**, pages **1** through **2,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the City of Albuquerque, New Mexico, a municipal corporation ("City") and **La Cuentista II Sales, LLC** ("Subdivider"), entered into a **First Extension to Sidewalk Deferral Agreement** ("Agreement"), dated **July 30, 2010,** recorded on **August 10, 2010**, in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No.: **2010080692**, pages **1** through **4,** whereby the Subdivider agreed to complete certain infrastructure improvements; and

WHEREAS, the Subdivider is no longer the owner of the property subject to the Agreement; and

WHEREAS, **DR SCOTT, LLC** has become the new owner of the subject property and has replaced the Agreement with an acceptable Subdivision Improvements Agreement Procedure B dated **June 23, 2015** recorded on **June 25, 2015** in the records of the Clerk of Bernalillo County, State of New Mexico, as Document No: **2015054640**.

NOW THEREFORE, in consideration of the above, the City does hereby release and discharge **La Cuentista II Sales, LLC** from all obligations and covenants contained in the above-mentioned Agreement.

APPROVED BY:

7/22/15

Shahab Biazar, P.E., City Engineer Date
City of Albuquerque

DocN 2015063528
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

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

This instrument was acknowledged before me on 22 day of July, 2015, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

LINDA C EVANS NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public: Linda C Evans

My Commission Expires: 10-17-16

Release SIA
Sidewalk

FIGURE 31
RELEASE OF LIEN

Project Name: La Cuentista Unit II, **City Project No.** 709784
Subdivider: La Cuentista II Sales, LLC

WHEREAS, The City of Albuquerque, lienholder under a certain Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on **October 21, 2008**, at page(s) **1** through **2** as Document No.: **2008114691**; and

WHEREAS, The City of Albuquerque, lienholder under a certain Amended Claim and Notice of Lien filed of record in the office of the Bernalillo County Clerk on August 10, 2010, at page(s) **1** through **3** as Document No.: **2010080691** releases and discharges the following real property described in said Lien, from the Lien and operation thereof.

REAL PROPERTY RELEASED: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22, and 23, T.IIN., R2E NMPM. City of Albuquerque, Bernalillo County, New Mexico recorded in the office of Bernalillo County, New Mexico in Book 2008C, at Page 19 on February 1, 2008 as Document # 2008011217.

FORMER LEGAL DESCRIPTION: Tract C Correct Plat of the Bulk Land Plat La Cuentista Subdivision, recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document # 2004001708.

WITNESS my hand and seal this 22 day of July, 2015

Natalie Y. Howard, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Shahab Biazar, P.E., City Engineer
Date: 7/22/15

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

On this 22 day of July, 20__ before me appeared Natalie Y. Howard to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed on behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledged said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

OFFICIAL SEAL
Andrea Jaramillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5.22.2018

Notary Public: Andrea Jaramillo
My Commission Expires: 5.22.2018

Doc# 2015083529
07/23/2015 11:37 AM Page: 1 of 1
REL R:$25.00 M. Toulouse Oliver, Bernalillo County

Release lien

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee	

9 6 11

Postmark Here

Terry A. Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

PS Form 3800, August 2006 See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority M
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proo delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you:
- Attach this card to the back of the mailpiece, or on the front if space permits.

Terry A. Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Kara Cota ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Kara Cote | C. Date of Delivery 9/9/11

address different from item 1? ☐ Yes
ter delivery address below: ☐ No

709784

pe
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7009 3410 0000 2322 1394

PS Form 3811, February 200- -Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT & BUILDING SERVICES DIVISION
DESIGN REVIEW SECTION
PO BOX 1293
ALBUQUERQUE, NM 87103

09/09

CITY OF ALBUQUERQUE

September 1, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Terry A. Knight, Managing Member
LA CUENTISTA II SALES, LLC
PO Box 51177
Albuquerque, NM 87181

RE: NOTICE OF FAILURE TO COMPLETE IMPROVEMENTS, DEFAULT AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY-**SIDEWALK DEFERRAL AGREEMENT**

PROJECT: LA CUENTISTA II
PROJECT NO: 709784

Dear Mr. Knight:

PO Box 1293

Albuquerque

NM 87103

www.cabq.gov

I am the Assistant City Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by subdividers. As you are aware, **LA CUENTISTA II SALES, LLC** ("Subdivider") signed a **SIDEWALK DEFERRAL AGREEMENT,** ("Agreement") requiring the Subdivider to construct certain sidewalk improvements by **August 30, 2011** ("Construction Deadline"). I have been informed that the Subdivider failed to meet the Construction Deadline and failed to obtain timely extension from the Development Review Board ("D.R.B.") before the Construction Deadline. The construction has not been completed and the Subdivider has not requested and received an extension from the D.R.B. and submitted an Extension Agreement and related financial guaranty to the City's Planning Department, Design Review Section. The Construction Deadline has passed and the requirements were not met.

THIS LETTER PROVIDES THE REQUIRED NOTICE TO SUBDIVIDER THAT THE SUBDIVIDER'S AGREEMENT WITH THE CITY IS IN DEFAULT, AND THE CITY HOLDS THE SUBDIVIDER LIABLE. THIRTY DAYS AFTER MAILING THIS LETTER THE CITY WILL BE FORECLOSING THE CITY'S LIEN, AND THE CITY WILL DEMAND 125% OF THE COST OF COMPLETING THE IMPROVEMENTS.

If you have any questions regarding this matter, please contact the Project Administrator Marilyn Maldonado at 924-3997, Design Review Section.

Very truly yours,

Kevin J. Curran
Assistant City Attorney

THIS LETTER IS SENT TO CONFORM TO THE REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE.

KJC/pcl

#4-SW-lien

CITY OF ALBUQUERQUE

September 1, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Terry A. Knight, Managing Member
LA CUENTISTA II SALES, LLC
PO Box 51177
Albuquerque, NM 87181

RE: NOTICE OF FAILURE TO COMPLETE IMPROVEMENTS, DEFAULT AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY-**SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B**

PROJECT: LA CUENTISTA II
PROJECT NO: 709784

Dear Mr. Knight:

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

I am the Assistant City Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by subdividers. As you are aware, **LA CUENTISTA II SALES, LLC** ("Subdivider") signed a **SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B,** ("Agreement") requiring the Subdivider to construct certain infrastructure improvements by **August 30, 2011** ("Construction Deadline"). I have been informed that the Subdivider failed to meet the Construction Deadline and failed to obtain timely extension from the Development Review Board ("D.R.B.") before the Construction Deadline. The construction has not been completed and the Subdivider has not requested and received an extension from the D.R.B. and submitted an Extension Agreement and related financial guaranty to the City's Planning Department, Design Review Section. The Construction Deadline has passed and the requirements were not met.

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Very truly yours,

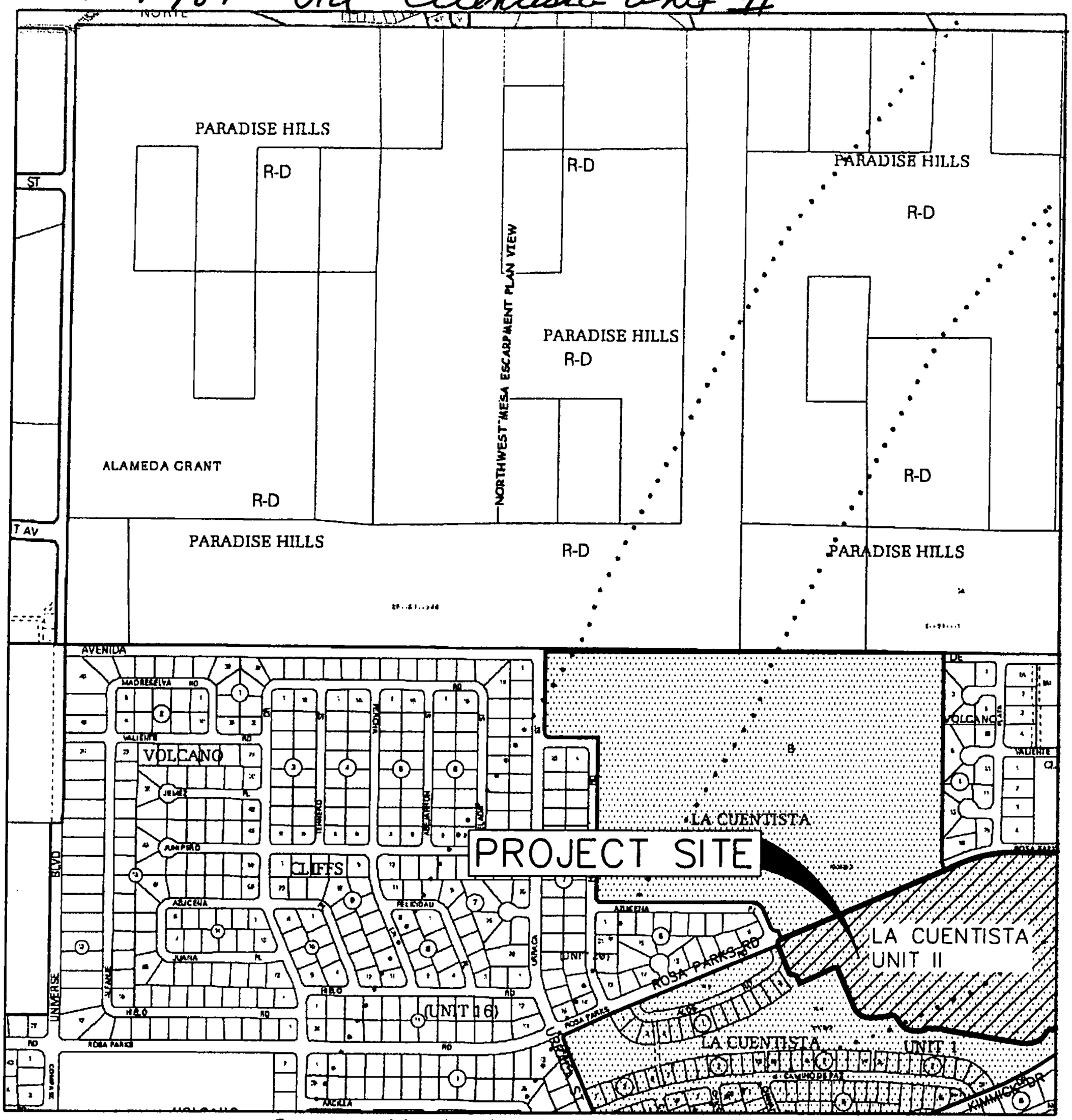
Kevin J. Curran
Assistant City Attorney

THIS LETTER IS SENT TO CONFORM TO THE REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE.

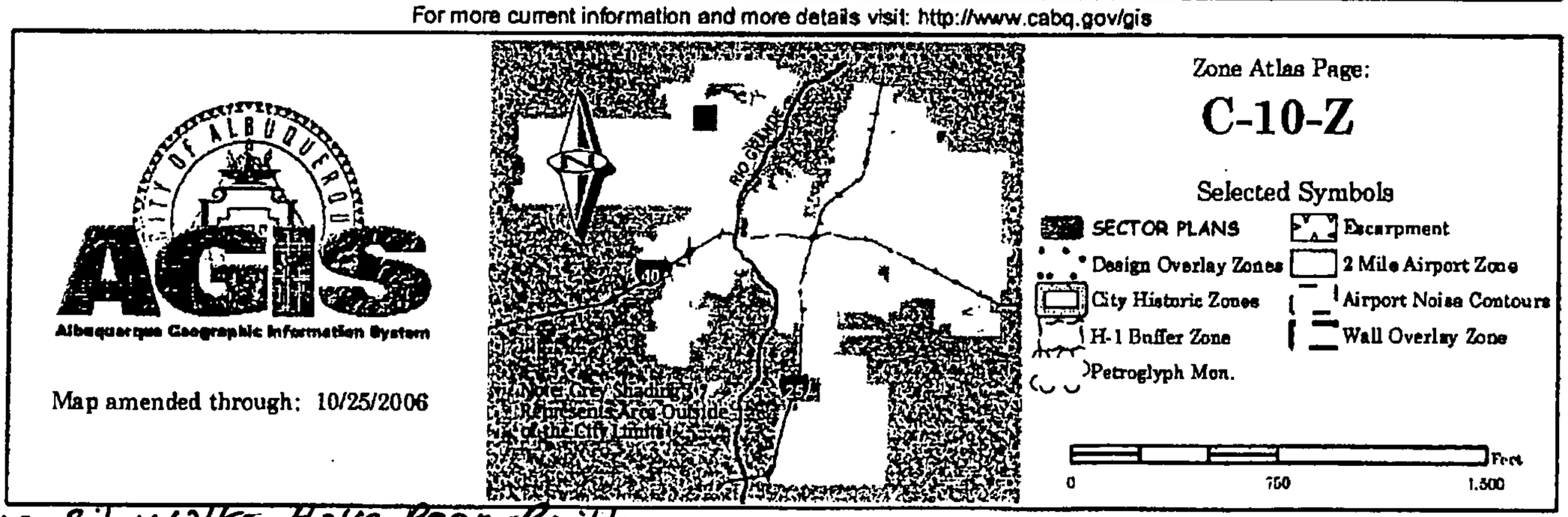
KJC/pcl

#4-B-lien

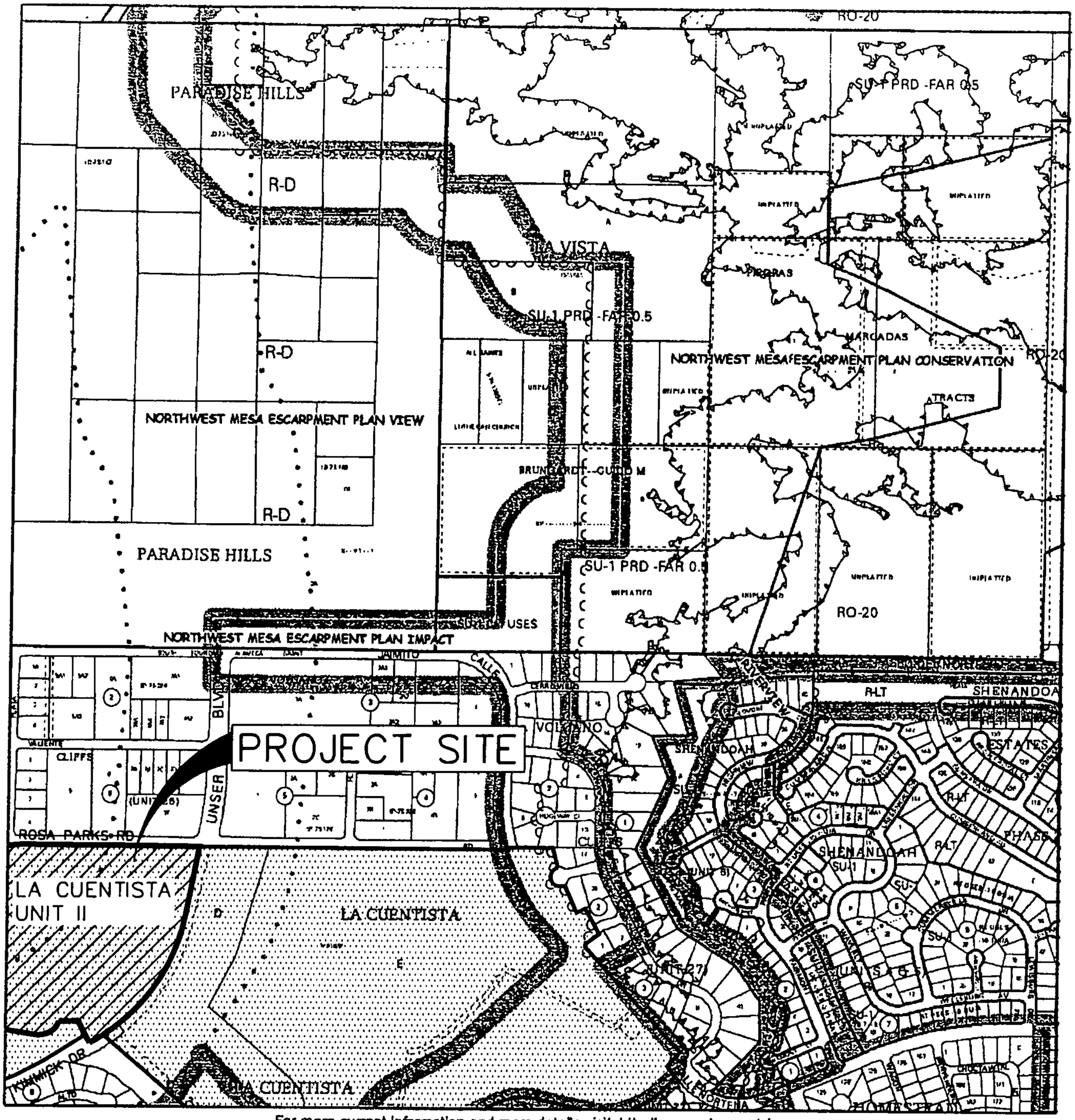
709784 La Cuentista Unit II



For more current information and more details visit: http://www.cabq.gov/gis



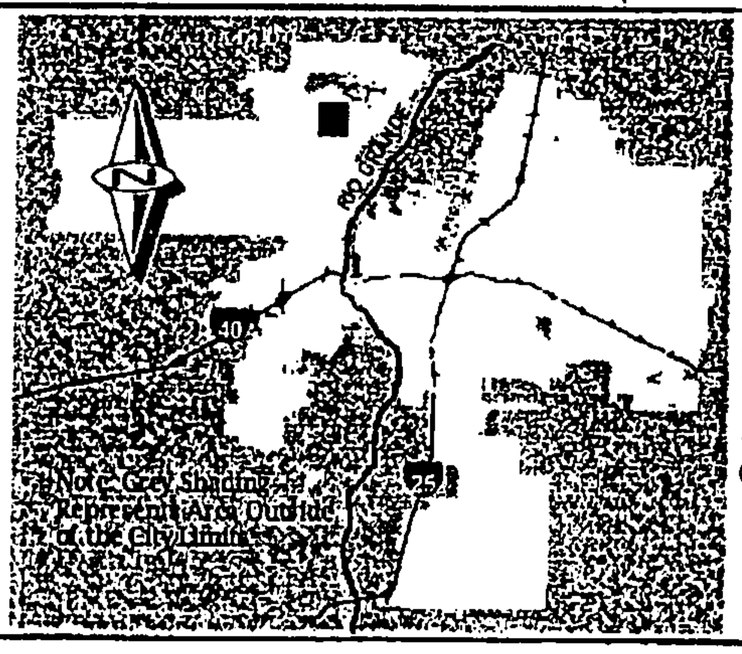
No Sidewalks Have Been Built.
Tanya. Bair 9-12-11



For more current information and more details visit: http://www.cabq.gov/gis

Albuquerque Geographic Information System

Map amended through: 10/25/2006



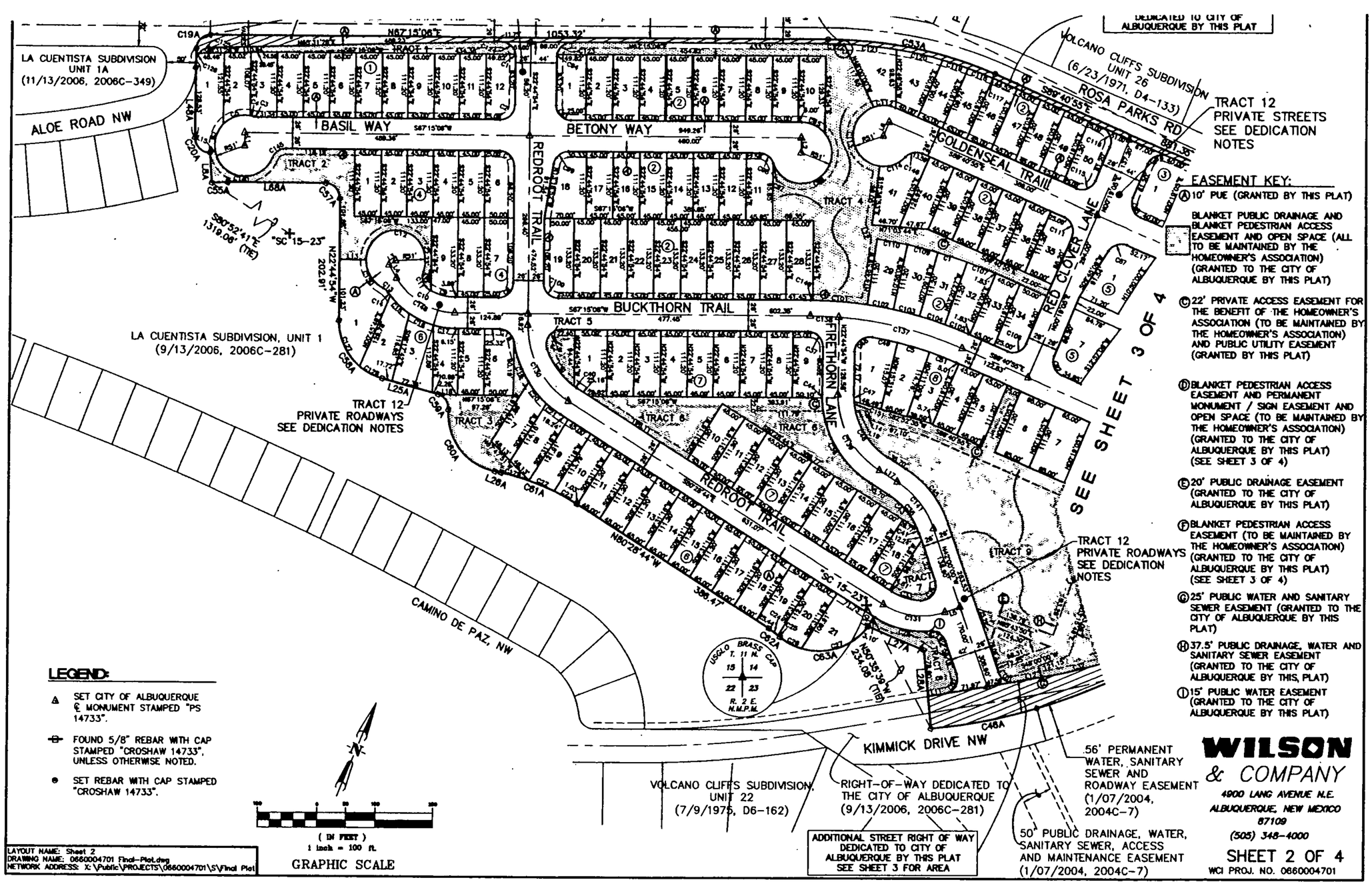
Zone Atlas Page:

C-11-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 750 1,500 Feet

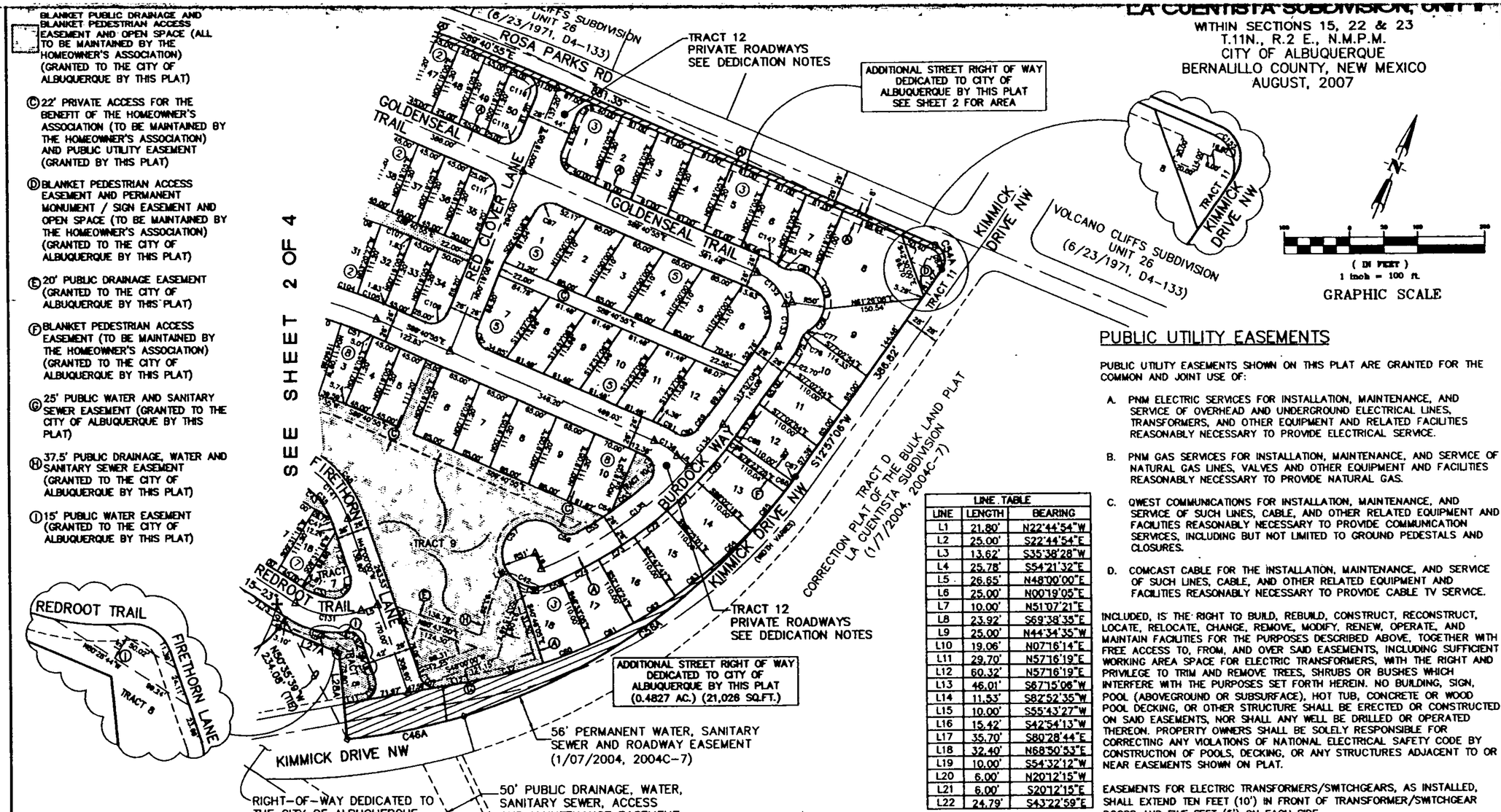

LA CUENTISTA SUBDIVISION UNIT 1A (11/13/2006, 2006C-349)
ALOE ROAD NW
BASIL WAY
BETONY WAY
REDROOT TRAIL
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
TRACT 7
TRACT 8
TRACT 9
BUCKTHORN TRAIL
FIRETHORN LANE
GOLDENSEAL TRAIL
RED CLOVER LANE
ROSA PARKS RD
VOLCANO CLIFFS SUBDIVISION UNIT 26 (6/23/1971, D4-133)
DEDICATED TO CITY OF ALBUQUERQUE BY THIS PLAT
TRACT 12 PRIVATE STREETS SEE DEDICATION NOTES
LA CUENTISTA SUBDIVISION, UNIT 1 (9/13/2006, 2006C-281)
TRACT 12 PRIVATE ROADWAYS SEE DEDICATION NOTES
CAMINO DE PAZ, NW
KIMMICK DRIVE NW
VOLCANO CLIFFS SUBDIVISION UNIT 22 (7/9/1975, D6-162)
RIGHT-OF-WAY DEDICATED TO THE CITY OF ALBUQUERQUE (9/13/2006, 2006C-281)
ADDITIONAL STREET RIGHT OF WAY DEDICATED TO CITY OF ALBUQUERQUE BY THIS PLAT SEE SHEET 3 FOR AREA
50' PUBLIC DRAINAGE, WATER, SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (1/07/2004, 2004C-7)
56' PERMANENT WATER, SANITARY SEWER AND ROADWAY EASEMENT (1/07/2004, 2004C-7)
USGLO BRASS CAP T. 11 N. 15 14 22 23 R. 2 E. N.M.P.M.
S90°52'41"E 1319.06' (TIE)
N22°44'54"W 202.91'
N80°35'39"W 2534.06' (TIE)
"SC 15-23"
SEE SHEET 3 OF 4
EASEMENT KEY:
Ⓐ 10' PUE (GRANTED BY THIS PLAT)
BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE (ALL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
Ⓒ 22' PRIVATE ACCESS EASEMENT FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) AND PUBLIC UTILITY EASEMENT (GRANTED BY THIS PLAT)
Ⓓ BLANKET PEDESTRIAN ACCESS EASEMENT AND PERMANENT MONUMENT / SIGN EASEMENT AND OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT) (SEE SHEET 3 OF 4)
Ⓔ 20' PUBLIC DRAINAGE EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
Ⓕ BLANKET PEDESTRIAN ACCESS EASEMENT (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT) (SEE SHEET 3 OF 4)
Ⓖ 25' PUBLIC WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
Ⓗ 37.5' PUBLIC DRAINAGE, WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS, PLAT)
Ⓘ 15' PUBLIC WATER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
LEGEND:
SET CITY OF ALBUQUERQUE ℄ MONUMENT STAMPED "PS 14733".
FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733", UNLESS OTHERWISE NOTED.
SET REBAR WITH CAP STAMPED "CROSHAW 14733".
N
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.
GRAPHIC SCALE
LAYOUT NAME: Sheet 2
DRAWING NAME: 0660004701 Final-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Final Plat
WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO 87109
(505) 348-4000
SHEET 2 OF 4
WCI PROJ. NO. 0660004701

COA# 709784

LA CUENTISTA SUBDIVISION, UNIT 1

WITHIN SECTIONS 15, 22 & 23
T.11N., R.2 E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
AUGUST, 2007

- BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE (ALL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (C) 22' PRIVATE ACCESS FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) AND PUBLIC UTILITY EASEMENT (GRANTED BY THIS PLAT)
- (D) BLANKET PEDESTRIAN ACCESS EASEMENT AND PERMANENT MONUMENT / SIGN EASEMENT AND OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (E) 20' PUBLIC DRAINAGE EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (F) BLANKET PEDESTRIAN ACCESS EASEMENT (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (G) 25' PUBLIC WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (H) 37.5' PUBLIC DRAINAGE, WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (I) 15' PUBLIC WATER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)



PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PNM ELECTRIC SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICE.

B. PNM GAS SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.

C. QWEST COMMUNICATIONS FOR INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO GROUND PEDESTALS AND CLOSURES.

D. COMCAST CABLE FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE TV SERVICE.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, MODIFY, RENEW, OPERATE, AND MAINTAIN FACILITIES FOR THE PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN FEET (10') IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE FEET (5') ON EACH SIDE.

DISCLAIMER
IN APPROVING THIS PLAT, PNM ELECTRIC SERVICES AND GAS SERVICES (PNM) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM DOES NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS TO WHICH IT MAY BE ENTITLED.

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.80'	N22°44'54"W
L2	25.00'	S22°44'54"E
L3	13.62'	S35°38'28"W
L4	25.78'	S54°21'32"E
L5	26.65'	N48°00'00"E
L6	25.00'	N00°19'05"E
L7	10.00'	N51°07'21"E
L8	23.92'	S69°38'35"E
L9	25.00'	N44°34'35"W
L10	19.06'	N07°16'14"E
L11	29.70'	N57°16'19"E
L12	60.32'	N57°16'19"E
L13	46.01'	S67°15'06"W
L14	11.53'	S82°52'35"W
L15	10.00'	S55°43'27"W
L16	15.42'	S42°54'13"W
L17	35.70'	S80°28'44"E
L18	32.40'	N68°50'53"E
L19	10.00'	S54°32'12"W
L20	6.00'	N20°12'15"W
L21	6.00'	S20°12'15"E
L22	24.79'	S43°22'59"E

CURVE TABLE
FOR BOUNDARY PERIMETER

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C19A	39.27'	25.00'	90°00'00"	25.00'	35.36'	N22°15'06"E
C20A	41.14'	25.00'	94°17'20"	26.95'	36.65'	N69°53'34"W
C46A	184.96'	972.00'	10°54'14"	92.77'	184.70'	S56°12'16"W
C53A	288.47'	718.54'	23°04'00"	146.22'	286.53'	S76°47'05"W
C54A	44.78'	25.00'	102°38'00"	31.22'	39.03'	S38°21'55"E
C55A	28.07'	375.00'	04°17'20"	14.04'	28.06'	S85°06'26"W
C56A	641.28'	972.00'	37°48'04"	332.80'	629.71'	S31°51'08"W
C57A	39.27'	25.00'	90°00'00"	25.00'	35.36'	N67°44'54"W
C58A	131.85'	100.00'	75°32'48"	77.49'	122.51'	N60°31'18"W
C59A	34.19'	25.00'	78°21'34"	20.37'	31.59'	S59°06'55"E
C60A	142.84'	100.00'	81°50'33"	86.69'	131.00'	S60°51'24"E
C61A	139.40'	375.00'	21°17'57"	70.52'	138.60'	S88°52'18"W
C62A	23.74'	175.00'	7°46'17"	11.89'	23.72'	N76°35'36"W
C63A	165.32'	100.00'	94°43'17"	108.60'	147.13'	S59°55'54"W

LEGEND:

- ▲ SET CITY OF ALBUQUERQUE ℄ MONUMENT STAMPED "PS 14733".
- ⊟ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733", UNLESS OTHERWISE NOTED.
- ● SET REBAR WITH CAP STAMPED "CROSHAW 14733".

(I) 15' PUBLIC WATER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

TRACTS AREA TABLE		
TRACT	SQUARE FEET	ACRES
1	8,081 sq. ft.	0.1857 Ac.
2	19,708 sq. ft.	0.4524 Ac.
3	12,147 sq. ft.	0.2788 Ac.
4	55,923 sq. ft.	1.2838 Ac.
5	3,158 sq. ft.	0.0725 Ac.
6	28,174 sq. ft.	0.6467 Ac.
7	4,276 sq. ft.	0.0981 Ac.
8	6,574 sq. ft.	0.1509 Ac.
9	97,910 sq. ft.	2.2477 Ac.
10	2,342 sq. ft.	0.0537 Ac.
11	2,873 sq. ft.	0.0613 Ac.

LINE TABLE
FOR BOUNDARY PERIMETER

LINE	LENGTH	BEARING
L8A	50.00'	N27°02'14"W
L25A	100.76'	S81°42'16"W
L26A	10.78'	S78°13'19"W
L27A	101.84'	S90°00'00"W
L28A	132.70'	N28°20'37"W
L48A	151.28'	N22°44'54"W
L68A	166.35'	S67°15'06"W

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

SHEET 3 OF 4
WCI PROJ. NO. 0660004701

LAYOUT NAME: Sheet 3
DRAWING NAME: 0660004701 Final-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Final Plat

La Cuentista II Sales, LLC

P.O. Box 51177
Albuquerque, NM 87181-1177
(505) 299-1500

RECEIVED
MAR 21 2008
DESIGN REVIEW

March 20, 2008

City of Albuquerque
Design Review, Marilyn Maldonado
P.O. Box 1293
Albuquerque, NM 87103

Re: La Cuentista Subdivsion, Unit II
COA Project #709784
Revision of Testing Laboratory

Dear Ms. Maldonado:

Please note that the previously designated firm for construction testing on this project, Professional Services Industries, Inc., is being replaced by Vinyard & Associates, Inc.

Should you require additional information, please do not hesitate to contact our office at (505) 299-1500.

Sincerely,

La Cuentista II Sales, LLC

Mike Knight
Managing Member

xc: File

15'

Doc# 2010080690
08/10/2010 02:58 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

FIGURE 18

2nd **EXTENSION AGREEMENT**
Procedure "B"

PROJECT NO. 709784

This Agreement made this 3rd day of August, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) LA CUEVA ESTATES II SALES, LLC ("Subdivider"), whose address is P.O. Box 51177, ALBQ N.M. 87181 and whose telephone number is 505-299-1500 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on 9-6-2007, at ~~Book Misc.~~ D8.R 2007128598 pages 1 through 6, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 10th day of August 2008; and

WHEREAS, the Earlier Agreement was amended by a 1st Extension Agreement dated 8-14-2008 recorded 10-21-08, in ~~Book Misc.~~ D8.R 2008114690 pages 1 through 4, records of Bernalillo County, New Mexico, extending the construction deadline to 8-30-2010; and

~~WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____, and~~

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 30th day of August, 2011.

B. On portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal Lien
Amount: $ 4,542,503.69
Name of Financial Institution or Surety providing Guaranty:
City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline):
8-30-2011
If Guaranty other than a Bond, last day City able to call Guaranty s:
10-30-2011
Additional information: Additional to Subdivision Improvements Agreement

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

SUBDIVIDER: La Cuentista II Sales LLC

By [signature]:
Name [print]: Terry M. Knight
Title: Managing Member
Dated: 6-15-2010

CITY OF ALBUQUERQUE:

By: Bradley S. Bingham
For Richard Dourte, City Engineer
Dated: 7/30/10

7/30/10

6-15-10

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 15 day of June, 20 10 by [name of person:] Terry M. Knight, [title or capacity, for instance, "President" or "Owner"] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on this 30 day of July, 20 10 by ~~Richard Dourte~~ Bradley Bingham, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

ADDENDUM TO THE SUBDIVISION IMPROVEMENTS AGREEMENT

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

LA CUENTISTA II SALES, LLC
a New Mexico Limited Liability Company

By: 2010, Inc., a New Mexico corporation and
Its Managing Member

By: _____
Michael Knight, President

13U-

Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA II
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 12-16-2008 between the City of Albuquerque ("City") and LA CUENTISTA II SALES, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 10-21-2008 as Document No. 200814691.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
LA CUENTISTA UNIT II,
said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider)
LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on September 6th, 2007, as Document No. 2007128513, as amended.
This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES, LLC

ADDRESS OF OWNER: P.O. Box 51177 ALBQ NM 87181

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008 as Document No. 200801217.

FORMER LEGAL DESCRIPTION: TRACT C CORRECT PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION
RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on 1-7, 2004, as Document No. 2004001708.

Doc# 2010080691
08/10/2010 02:58 PM Page: 1 of 3
LIEN R:$13.00 M. Toulouse Oliver, Bernalillo County

AMOUNT: $ 4,542,503.69, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline 8-30-2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 6th day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley L. Bingham
for Richard Dourte, City Engineer

Date: 7/30/10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 6th day of August 20 10, before me appeared Amy B. Bailey to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

OFFICIAL SEAL
Jeanette Rivera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/14/2012

My Commission Expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-50 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8; AND TRACTS 1-12, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23 T.11N., R2E NMPM. CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

DDENDUM TO COVER PAGE

10/13/08
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuenlista Unit II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

10-10-08

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	☐	■	
Procedure "B" Modified Non Work Order	☐	☐	
Procedure "C"	☐	☐	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	☐	☐	
Amendment	☐	☐	
Assignment	☐	☐	
Financial Guarantee	■	■	
Construction Paperwork:			
Contractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate	☐	☐	
Extension	■	☐	
Release/Agreement	☐	☐	
Release/Financial Guarantee	☐	☐	
Calling Notice	☐	☐	
Letter of Commitment	☐	☐	
Reduction Letter	☐	☐	
License Agreement	☐	☐	
Monitoring Well Permit	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Revocable Permit	☐	☐	
Encroachment	☐	☐	
Permanent Easement	☐	☐	
Temporary Easement	☐	☐	
Power of Attorney	☐	☐	
Certificate of Work Order Completion	☐	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Notice of Acceptance - Centerline Monu.	☐	☐	
Corporate Resolution	☐	☐	

Other:
Official Notice 2yr Ext

Please Call Marilyn Maldonado at 924-3997 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (5)

Pam,

10/10/08

Please release
Previous FG, from
first federal Bank
after the municipal
lien is filed.

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project: 709784
CCN#200701268
EXT

Contact Person **Marilyn Maldonado**

Type of Agreement: 1st Extension to Subdivision Improvement Agreement Procedure B w/ Municipal Lien
Name: La Cuentista Unit II
Developer: La Cuentista Unit II LLC

Contract Amount $4,542,503.69 SIA Contract Period: 10-14-08 - 08/30/2010
Contract Amount $_____ SIA Contract Period: _____ -
Contract Amount $_____ S/W Contract Period: _____ -

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	10/10/2008	10-10-08		10-10-08
Legal Dept	10/13/08		BZB	10-13-08
City Engineer	10-14-08			
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department.	10/28/08	
Vendor		
City Clerk	10/28/08	
Treasury		
Other: _____		

CONTRACT CONTROL FORM

2010 AUG 13 AM 8:23

PRELIMINARY REVIEW

Project: 709784
CCN#200701268
EXT

RECEIVED
ALBUQUERQUE CITY CLERK

Contact Person **Marilyn Maldonado**

Type of Agreement: 2nd Extension to Subdivision Improvement Agreement B with Financial Guaranty and 1st Extension to Sidewalk Deferral agreement with Financial Guaranty
Name: La Cuentista Unit II
Developer: La Cuentista II, Sales LLC

7/30/10

Contract Amount $4,542,503.69 SIA-Contract Period: 8/3/10 - 08/30/2011
Contract Amount $ _____ SIA-Contract Period: _____ - _____
Contract Amount $143,002.20 S/W-Contract Period: 8/3/10 -08/30/2011

7/30/10

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	06/15/2010	6-15-10		6-15-10
Legal Dept	6/15/10 & 7/27/10			7/30/10
City Engineer	~~8-2-10~~	~~8-3-10~~ 7-30-10	~~Brad Bingham~~	~~8-3-10~~ 8-30-10
County Clerk	7-30-10			
City Clerks	8-3-10			8/6/2010

DISTRIBUTION:

	Date:	By:
User Department.	8-13-10	
Vendor		
City Clerk	8/13/10	
Treasury		
Other: _____		

FIGURE 18

EXTENSION AGREEMENT
Procedure "B"
PROJECT NO. 709784

This Agreement made this 14th day of October, 2008, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) La Cuentista II Sales, LLC ("Developer"), whose address is P.O. Box 51177, Albuquerque, NM 87181 and whose telephone number is 505-299-1500 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Developer entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on September 6, 2007, at Doc # 2007128513, pages 1 through 6, ("Earlier Agreement"), by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the 10th day of August, 2008; and

WHEREAS, the Earlier Agreement was amended by an Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, it appears that the Developer will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Developer an extension of time in which to complete construction of all or part of the improvements, provided the Developer posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Developer is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. for all improvements, the 30th day of August, 2009.

B. on portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE
_____	_____
_____	_____
_____	_____

Doc# 2008114690
10/21/2008 02:32 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

2. With this Extension Agreement, Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal lien
Amount: $ 4,542,503.69 Name of Financial Institution or Surety providing Guaranty: City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline): August 30, 2010.
If Guaranty other than a Bond, last day City able to call Guaranty is: October 30, 2010.
Additional information: _____

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

DEVELOPER:

By (Signature): [signature]
Name: MIKE KNIGHT
Title: MANAGING MEMBER
Dated: 10-10-08

CITY OF ALBUQUERQUE:

[signature]
Bradley D. Bingham
BY City Engineer
Dated: 10/14/08

10/13/08

10-10-08

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 10th day of October, 2008 by (name of person:) Mike Knight, (title or capacity, for instance, "President" or "Owner") Managing Member of (Developer:) La Cuentista II Sales, LLC.

Notary Public

My Commission Expires:
9/16/10

OFFICIAL SEAL
K. ARMSTRONG
Notary Public
State of New Mexico
My Comm. Exp. 9/16/10

CITY'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 14th day of October, 2008 by Bradley L Bingham for the City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Notary Public

My Commission Expires:
10-07-12

EXHIBIT "A"

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

September 3, 2008

1. **Project# 1005182**
08DRB-70354 MAJOR - - 2YEAR EXTENSION OF SUBDIVISION IMPROVEMENTS (2YR SIA)

WILSON & COMPANY agent(s) for LA CUENTISIA II SALES, LLC request(s) the referenced/ above action(s) for all or a portion of **LA CUENTISTA SUBDIVISION Unit II,** zoned SU-2 SRSL 26, located on the south side of ROSA PARKS RD NW BETWEEN ALOE RD NW AND KIMMICK RD NW containing approximately 35.4714 acre(s). (C-10 & C-11)

At the September 3, 2008 Development Review Board meeting, the 2 year extension of the Subdivision Improvements Agreement was approved.

If you wish to appeal this decision, you must do so by September 18, 2008 in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Jack Cloud , AICP, DRB Chair

Cc: Kristine Susco – Wilson & Company – 4900 Lang Avenue NE – Albuquerque, NM 87109
Cc: La Cuentista II Sales, LLC (Michael Knight) – 2518 Eubank NE – Albuquerque, NM 87112

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: La Cuentista Subdivision, Unit II
SUBDIVIDER: La Cuentista II Sales, LLC
CITY PROJECT NO.: 709784

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) **La Cuentista Subdivision, Unit II**, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) **La Cuentista II Sales, LLC**, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book _____, at page _____, on **September 6th**, **2007**, as Document No.**2007128513**. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: La Cuentista II Sales, LLC

ADDRESSS OF OWNER: PO Box 51177, Albuquerque, NM 87181-1177

LEGAL DESCRIPTION: Lots 1-12 Block 1, Lots 1-50 Block 2, Lots 1-18 Block 3, Lots 1-9 Block 4, Lots 1-12 Block 5, Lots 1-21 Block 6, Lots 1-18 Block 7, Lots 1-10 Block 8, and Tracts 1-12, Plat of La Cuentista Subdivision Unit II within Sections 15, 22 and 23, T.11N., R.2E N.M.P.M, City of Albuquerque, Bernalillo County, New Mexico

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book **2008C**, at page **19**, on **February 1**, 2008 as Document No. **2008011217**.

FORMER LEGAL DESCRIPTION: Tract C, Corrected Plat of the Bulk Land Plat, La Cuentista Subdivision

Doc# 2008114691
10/21/2008 02:32 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book **2004C**, at page **7**, on **January 7**, 20**04**, as Document No. **2004001708**.

AMOUNT: $ 4,542,503.69, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline **August 30, 2010**. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 16 day of October, 2008.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley L. Bingham 10/13/08

Richard Dourte, City Engineer
Date: 10/14/08

10-10-08

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 16 day of October 2008, before my appeared Randy M. Autio to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL) OFFICIAL SEAL Trina M. Casados NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires:

My Commission ...

Trina M. Casados
Notary Public

X:\RELU\SHARE\AGREKJC\claim notice of lien figure 30.doc revised 10/10/08

1K

AMENDMENT TO AGREEMENT TO
CONSTRUCT SUBDIVISION IMPROVEMENTS
City Project # **709784-Sidewalk Deferral**
2/3/09

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on **August 30, 2007**, which was recorded on **September 6, 2007**, in the records of the Bernalillo County Clerk in Doc # **2007128514**, pages **1** to **4** wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the Earlier Agreement was amended by a ___ Extension Agreement dated ___ recorded ___, in Doc. # ___, pages ___ through ___, records of Bernalillo County, New Mexico, extending the construction deadline to ___; and

WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and

WHEREAS, the Subdivider has requested to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

THEREFORE, the Subdivider and the City agree to amend the Original Agreement as follows:

1. Amending Section 2, Financial Guaranty, to read as follows:

To meet the Subdivision Ordinance requirements, the subdivider has acquired or is able to acquire the following "Financial Guaranty":

Type of Financial Guaranty: **Municipal Lien**
Amount: $ **143,002.20**
Name of Financial Institution or Surety providing Guaranty: **City of Albuquerque**
Date City first able to call Guaranty: **August 10, 2010**.
Construction Completion Deadline: **August 10, 2010**
If Guaranty other than a Bond, last day City is able to call Guaranty is **October 10, 2010**.
Additional information: _____

2. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless

Doc# 2009013067
02/09/2009 03:57 PM Page: 1 of 2
AMND R:$11.00 M. Toulouse Oliver, Bernalillo County

there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

SUBDIVIDER:
LA CUENTISTA II SALES, LLC
By (Signature): [signature]
Print Name: TERRY M KNIGHT
Title: MANAGING MEMBER
Dated: JANUARY 26, 2009

CITY OF ALBUQUERQUE:
By: [signature]
, City Engineer
Dated: 2-03-09

VK 2/3/09 M 1-29-09

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 26th day of January, 2009 by [name of person] TERRY M. KNIGHT, [title or capacity, for instance, "President" or "Owner"] MANAGING MEMBER of ("Subdivider") LA CUENTISTA II SALES, LLC.

My Commission Expires:
9/16/10

[signature]
Notary Public

OFFICIAL SEAL
K. ARMSTRONG
Notary Public
State of New Mexico
My Comm. Exp. 9/16/10

CITY'S NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 3RD day of February, 2009, by Richard Dourte, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:
10-07-12

[signature]
Notary Public

Figure 30

CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO.: 709784

The City of Albuquerque ("City") claims a lien ("City Lien") on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision) LA CUENTISTA SUBDIVISION, UNIT II - SIDEWALK DEFERRAL, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City of Albuquerque and (name of owner and/or subdivider) LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ____, ____, at page ____, on SEPTEMBER 6, 2007 as Document No. 2007128514. This City Lien is established pursuant to Article 14-14-3 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES LLC

ADDRESSS OF OWNER: PO BOX 51177, ALBUQUERQUE, NM 87181-1177

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-50 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8, AND TRACTS 1-12, PLAT OF LA CUENTISTA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T.11N., R2E NMPM. CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on FEBRUARY 1, 2008 as Document No. ____.

FORMER LEGAL DESCRIPTION: TRACT C, CORRECTED PLAT OF THE PAVLK LAND PLAT, LA CUENTISTA SUBDIVISION

Doc# 2009013068
02/09/2009 03:57 PM Page: 1 of 2
LIEN R:$11.00 M. Toulouse Oliver, Bernalillo County

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on January 7, 2004 as Document No. 2004001708.

AMOUNT: $ 143002.20, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 10, 2010. Notwithstanding the expiration date for the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 4th day of Feb, 2009.

City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED;

Richard Dourte, City Engineer
Date: 2-03-09

lvg 2/3/09

1-29-09

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 4 day of February 2009 before my appeared Randy M. Autio to me personally known, who being by me duly sworn or affirmed did say that she/he is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

My Commission Expires:
June 4, 2012

Notary Public

OFFICIAL SEAL
Jeanette R. Lovato
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: June 4, 2012

X:\REI.U\SHARE\AGREKJC\claim notice of lien figure 30.doc

revised 5/28/08

Rael, Jane E.

From: Mike [mike@knight.cnc.net]
Sent: Tuesday, February 03, 2009 11:18 AM
To: Rael, Jane E.
Subject: La Cuentista II

To whom it may concern: As of this date the ownership of all lots are in the name of La Cuentista II Sales LLC. If you require any further information please contact me at your earliest convenience.

Mike Knight, Managing Member
La Cuentista II Sales LLC

DDENDUM TO COVER PAGE

2/3/09
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted. 1-29-09

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	☐	☐	
Procedure "B" Modified Non Work Order	☐	☐	
Procedure "C"	☐	☐	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	☐	☐	
Amendment	☐	☐	
Assignment	☐	☐	
Financial Guarantee	☐	☐	
Construction Paperwork:			
Contractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate	☐	☐	
Extension	☐	☐	
Release/Agreement	☐	☐	
Release/Financial Guarantee	☐	☐	
Calling Notice	☐	☐	
Letter of Commitment	☐	☐	
Reduction Letter	☐	☐	
License Agreement	☐	☐	
Monitoring Well Permit	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Revocable Permit	☐	☐	
Encroachment	☐	☐	
Permanent Easement	☐	☐	
Temporary Easement	☐	☐	
Power of Attorney	☐	☐	
Certificate of Work Order Completion	☐	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Notice of Acceptance - Centerline Monu.	☐	☐	
Corporate Resolution	☐	☐	

Other:

Please Call Marilyn Maldonado at 924-3997 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (4)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project: 709784
CCN#200701268
EXT

Contact Person **Marilyn Maldonado**

Type of Agreement: Amendment to Sidewalk Deferral Agreement with Financial Guaranty
Name: La Cuentista II
Developer: La Cuentista II Sales LLC

Contract Amount $_____ SIA Contract Period: _____ - _____
Contract Amount $_____ SIA Contract Period: _____
Contract Amount $143,002.20 S/W Contract Period: 2-3-09 - 08/10/2010

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	01/29/2009	1-29-09		1-29-09
Legal Dept	1-29-09			2/3/09
City Engineer	2-3-09	2-03-09		2-03-09
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department.	2/13/09	
Vendor		
City Clerk	~~02/04/09~~ 2/13/09	
Treasury		
Other: _____		

15

Doc# 2010080692
08/10/2010 02:58 PM Page: 1 of 4
AGRE R:$15.00 M. Toulouse Oliver, Bernalillo County

FIGURE 18

1ST EXTENSION AGREEMENT SIDEWALK DEFERRAL

PROJECT NO.: 709784-

This Agreement made this 30 day of July, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of subdivider:) LA CUENTISTA SALES, LLC ("Subdivider"), whose address is P.O. BOX 51177, ALBQ NM 87181 and whose telephone number is 505-295-1500, is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 30th day of August, 2007, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on Sept 6, 2007, at ~~Book Misc.~~ DOC# 2007128514, pages 1 through 4, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 10 day of August 2010; and

WHEREAS, the Earlier Agreement was amended by a AMENDED TO ~~Extension~~ Agreement dated 2/3/09 recorded 2-9-09, in ~~Book Misc.~~ DOC# 2009013067, pages 1 through 2, records of Bernalillo County, New Mexico, extending the construction deadline to 8-10-2010; and

~~WHEREAS, the Earlier Agreement was amended by a _____ Extension Agreement dated _____ recorded _____, in Book Misc. _____, pages _____ through _____, records of Bernalillo County, New Mexico, extending the construction deadline to _____; and~~

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty.

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 30 day of August, 20 11.

B. On portions of the improvements as follows:

IMPROVEMENTS	COMPLETION DATE

2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Municipal Lien
Amount: $ 143,002.20
Name of Financial Institution or Surety providing Guaranty:
City of Albuquerque
Date City first able to call Guaranty (Construction Completion Deadline):
8-30-2011
If Guaranty other than a Bond, last day City able to call Guaranty is:
10-30-2011
Additional information: See addendum to the Subdivision Improvement Agreement.

3. The parties agree that all terms and conditions of the Earlier Agreement are not in conflict with this Extension Agreement and shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

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

SUBDIVIDER: La Cuentista II Sales, LLC

By [signature]:
Name [print]: Terry A. Knight
Title: Managing Member
Dated: 6-15-2010

CITY OF ALBUQUERQUE:

By: Bradley J. Bingham
for Richard Dourte, City Engineer
Dated: 7/30/10

6-15-10

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 15 day of June, 2010 by [name of person:] Terry K Knight, [title or capacity, for instance, "President" or "Owner"] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

(SEAL)

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

CITY'S NOTARY

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

This instrument was acknowledged before me on 30 day of July, 2010 by ~~Richard Dourte~~ Bradley Bingham for, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

My Commission Expires:

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2014

Lisa Cornejo
Notary Public

ADDENDUM TO THE SIDEWALK DEFERRAL AGREEMENT

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

LA CUENTISTA II SALES, LLC
a New Mexico Limited Liability Company

By: 2010, Inc., a New Mexico corporation and
Its Managing Member,

By: _____
Michael Knight, President

13U

Figure 30b

AMENDED CLAIM AND NOTICE OF LIEN

TITLE OF PROJECT: LA CUENTISTA II
SUBDIVIDER: LA CUENTISTA II SALES LLC
CITY PROJECT NO.: 709784

This Amended Claim and Notice of Lien is filed to extend the construction completion deadline for the Claim and Notice of Lien ("City Lien") dated 2-4-2009 between the City of Albuquerque ("City") and LA CUENTISTA II SALES, LLC (name of owner and/or subdivider) as owner filed of record in Bernalillo County, New Mexico on 2/05/2009 as Document No. 20090130685.
The City continues to claim a City Lien on the real property described below for 125% of the cost of construction of all infrastructure improvements ("Improvements") required in connection with the development of (name of subdivision):
LA CUENTISTA ~~II SALES~~ UNT II
, said Improvements being more particularly described in that certain Subdivision Improvements Agreement ("Agreement") between the City and (name of owner and/or subdivider) LA CUENTISTA II SALES, LLC, and recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book ~~2007128514~~, at page _____, on Sept 6, 2007, as Document No. 2007128514, as amended.
This City Lien is established pursuant to Article 14-14-5-4 of the Revised Ordinances of Albuquerque, New Mexico, 1994, as amended and is claimed as assurance for the satisfactory completion of construction of the Improvements by the construction completion deadline as required by the Agreement.

OWNER: LA CUENTISTA II SALES, LLC

ADDRESS OF OWNER: P.O. BOX 51177, ALBQ NM 87181

LEGAL DESCRIPTION: SEE EXHIBIT A.

RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2008C, at page 19, on 2-1, 2008, as Document No. _____.

FORMER LEGAL DESCRIPTION: TRACT C CORRECTED PLAT OF THE BULK PLAT OF LA CUENTISTA SUBDIVISION
RECORDING INFORMATION: Recorded in the Office of the Clerk of Bernalillo County, New Mexico in Book 2004C, at page 7, on JANUARY 7, 2004, as Document No. 2004001708.

Doc# 2010080693
08/10/2010 02:58 PM Page: 1 of 3
LIEN R:$13.00 M. Toulouse Oliver, Bernalillo County

AMOUNT: $ 143002.20, plus any costs incurred for a title search and update, which amount shall bear interest at the rate of twelve percent (12%) per year from the date of filing of this Claim and Notice of Lien.

PERIOD OF TIME COVERED: Expiration of construction completion deadline August 30, 2011. Notwithstanding the expiration date of the construction completion deadline, the City may record this Claim and Notice of Lien at anytime the City determines that any alternative Financial Guaranty does not provide adequate assurance that construction of the Improvements will occur.

WITNESS my hand and seal this 6TH day of August, 2010.

Amy B. Bailey, City Clerk
City of Albuquerque
Bernalillo County, New Mexico

APPROVED:

Bradley L. Bingham
for Richard Dourte, City Engineer

Date: 7/30/10

bjl 7/30/10

6-15-10

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

On this the 6th day of August 2010, before me appeared Amy B. Bailey to me personally known, who being by me duly sworn or affirmed did say that she is the City Clerk of the City of Albuquerque, County of Bernalillo, State of New Mexico, and that said instrument was signed and sealed in behalf of said City of Albuquerque by authority of its City Council and the laws of the State of New Mexico and of said City of Albuquerque, and the County Clerk acknowledges said instrument to be the free act and Claim and Notice of Lien of the City of Albuquerque.

(SEAL)

OFFICIAL SEAL
Jeannette R. Lovato
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/14/2012

My Commission Expires

Jeannette R. Lovato
Notary Public

EXHIBIT A

LEGAL DESCRIPTION: LOTS 1-12 BLOCK 1, LOTS 1-20 BLOCK 2, LOTS 1-18 BLOCK 3, LOTS 1-9 BLOCK 4, LOTS 1-12 BLOCK 5, LOTS 1-21 BLOCK 6, LOTS 1-18 BLOCK 7, LOTS 1-10 BLOCK 8, AND TRACTS 1-12, PLAT OF LA CIENEGUITA SUBDIVISION UNIT II WITHIN SECTIONS 15, 22, AND 23, T.11N., R2E NMPM, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

Curran, Kevin J.

From: Curran, Kevin J.
Sent: Tuesday, July 20, 2010 12:28 PM
To: 'Matthew Spangler'
Cc: DuBois, John E.; Dourte, Richard H.; Rael, Jane E.
Subject: RE: La Cuentista v. First Federal Bank

Matthew,

Your revised language is acceptable. Please have Mr.. Knight sign two copies, one for the extension to the Sidewalk Deferral Agreement and one for the extension to the Subdivision Improvements Agreement. With your permission I would like to include the language as an attachment to each of those extension agreements. After Mr.. Knight has signed two copies please have him deliver them to Jane Real, Plaza del Sol Building, 4th Floor , 600 2nd St. NW. By copy of this to Jane Rael I am requesting that Jane attach the language as Additional information under paragraph 2 of each extension agreement.

Thank you. Please call with any questions, of if there is additional follow up.

From: Matthew Spangler [mailto:ms@lsplegal.com]
Sent: Tuesday, July 20, 2010 8:46 AM
To: Curran, Kevin J.
Cc: DuBois, John E.
Subject: RE: La Cuentista v. First Federal Bank

Kevin:

I have revised your language slightly. Is this language acceptable to you:

The Subdivider acknowledges and agrees that: (i) La Cuentista II Sales, LLC was unintentionally and unknowingly in error in stating that it was in title to the subject property when it executed the Earlier Agreement; (ii) La Cuentista II, LLC held title to the subject property at the time of the execution of the Earlier Agreement and the original Claim and Notice of Lien; (iii) La Cuentista II Sales, LLC now owns and holds title to the subject property; (iv) La Cuentista II Sales, LLC and La Cuentista II, LLC are separate entities; and (v) La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to the title error.

If it is acceptable, I will call Mike Knight and have him sign it. Let me know. Thank you.

Matthew M. Spangler
Lastrapes, Spangler & Pacheco, P.A.
333 Rio Rancho Drive, Suite 401
Rio Rancho, New Mexico 87124
Telephone: (505) 892-3607
Facsimile: (505) 892-1864

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From: Curran, Kevin J. [mailto:kcurran@cabq.gov]
Sent: Thursday, June 24, 2010 5:33 PM
To: Matthew Spangler
Cc: DuBois, John E.
Subject: La Cuentista v. First Federal Bank

Matt,

Pursuant to our conversation this week I would request that the following language be added to the La Cuentista II Sales LLC Subdivision Improvements extension agreements:

The Subdivider acknowledges and agrees that: T. Michael Knight at all pertinent and material times had all real and apparent authority to speak on behalf of and to legally bind both La Cuentista II Sales, LLC and La Cuentista II, LLC , that La Cuentista II Sales, LLC acknowledges that it made an unintentional error by representing it owned the subject property when it executed the Earlier Agreement, that La Cuentista II Sales, LLC now owns the subject property, that La Cuentista II, LLC actually owned the subject property at the time of the Earlier Agreement and the original Claim and Notice of Lien, that La Cuentista II, LLC had notice of the original Claim and Notice of Lien and never contested nor objected to it, that La Cuentista II Sales, LLC and La Cuentista II, LLC are closely related but separate entities, and that La Cuentista II Sales, LLC and La Cuentista II, LLC waive any right to contest the validity of the Earlier Agreement or the original Claim and Notice of Lien due to their own error.

Please review and let me know if you have changes or comments. Thanks.

Kevin J. Curran
Assistant City Attorney
t 505-924-3995
f 505-924-3440
kcurran@cabq.gov
After all the jacks are in their boxes, and the clowns have all gone to bed, you can hear happiness staggering on down the street, footsteps dressed in red.... and the wind cries Mary. Jimi Hendrix (1967)

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If the reader if this message is not the intended recipient or agent responsible for delivering the message to the

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Flanagan, Deborah A.

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333 Rio Rancho Drive, Suite 401

Rio Rancho, New Mexico 87124
Telephone: (505) 892-3607
Facsimile: (505) 892-1864

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Kevin J. Curran
Assistant City Attorney
t 505-924-3995
f 505-924-3440
kcurran@cabq.gov
After all the jacks are in their boxes, and the clowns have all gone to bed, you can hear happiness staggering on down the street, footsteps dressed in red.... and the wind cries Mary. Jimi Hendrix (1967)

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ADDENDUM TO COVER PAGE

7-30-10
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista Unit II PROJECT **709784**

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

6-15-10

ITEM	ACTION		
	Review & Approval	Reference	Comments
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Procedure "B"		X	
Procedure "B" Modified Non Work Order			
Procedure "C"			
Procedure "C" Modified			
Special Agreement			
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Amendment		X	
Assignment			
Financial Guarantee	XX	XXXX	
Construction Paperwork:			
Contractors Proposal			
Performance/Warranty Bonds			
Labor/Material Bonds			
Certificate of Insurance			
Engineers Cost Estimate			
Extension	XX	X	
Release/Agreement			
Release/Financial Guarantee			
Calling Notice			
Official Notice of Decision		X	
Reduction Letter			
License Agreement			
Monitoring Well Permit			
Agreement & Covenant			
Drainage Covenant			
Revocable Permit			
Encroachment			
Permanent Easement			
Temporary Easement			
Power of Attorney			
Release of Lien			
Certificate of Completion and Acceptance			
Grading & Drainage Certification			
Notice of Acceptance - Centerline Monu			
Corporate Resolution			
Sidewalk Verif/Calc			

Other: _____

_____

_____

Please Call: Marilyn Maldonado at 924-3997 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (13)

No. of Lots:150 Lots & 12 Tracts
Nearest Major Streets:
Rosa Parks Rd NW & Kimmick Dr NW

FIGURE 19
SIDEWALK DEFERRAL AGREEMENT
PROJECT NO. 709784

THIS AGREEMENT is made this 30th day of August, 2007, 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 La Cuentista II Sales, LLC ("Developer"), whose address is PO Box 51177, Albuquerque, New Mexico 87181 and whose telephone number is (505)299-1500, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:) New Mexico Limited Liability Company, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description)Tract C Of The Correction Plat of the Bulk Land Plat of La Cuentista Subdivison the "Subdivision"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) Preliminary plat, to be identified as (state name of plat:) La Cuentista Subdivision - Unit II ; and

WHEREAS, Developer has requested and the City has determined that it is acceptable for the Developer to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Developer must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in case the Developer does not complete the construction as required.

THEREFORE, the City and the Developer agree:

1.A. Sidewalk Construction Deadline. Developer has obtained a sidewalk deferral, as shown in the attached Exhibit "A", which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalk to the satisfaction of the City by 10 August, 2010("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Subdivision Improvements Agreement, the Developer may request an extension from the Project Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Subdivision Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Subdivision Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

Doc# 2007128514
09/06/2007 10:58 AM Page: 1 of 4
AGRE R:$15.00 M. Toulouse, Bernalillo County

2. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less that 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: Reserve Letter
Amount: $ 143,002.20
Name of Financial Institution or Surety providing Guaranty: First Federal Bank
Date City first able to call Guaranty (Sidewalk Construction Deadline): 10 August , 2010 .
If Guaranty other than a Bond, last day City able to call Guaranty is: 10 October , 2010 .
Additional Information: _____

3. Completion, Acceptance and Release. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and Sidewalk Deferral Agreement.

4. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Variance Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

5. Indemnification. Until the sidewalks are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the sidewalks are being constructed in a safe condition. The Developer agrees to defend, indemnify and hold harmless the City and its officers, agents and employees from and against all suits, actions or claims of any kind brought because of any injury or damage arising out of the design or construction of the sidewalks, or by reason of any act, omission or misconduct of the Developer, its agents or employees. 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. Provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the failure to give directions or instructions by the City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

6. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

7. Release. If the subdivision 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 posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when 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.

8. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks 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 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 the Financial Guaranty.

9. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Subdivision for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and its heirs, successors and assigns.

10. 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 days after the notice is mailed if there is no actual evidence of receipt.

11. 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.

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

13. 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.

14. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meeting or construction of any of its provisions.

15. Form not Changes. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.

16. Authority to Execute. If the Developer signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

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

DEVELOPER:

By (Signature): _____
Name: Michael Knight
Title: Managing Member
Dated: 8-22-07

CITY OF ALBUQUERQUE:

_____ 8-30-07
City Engineer

8-29-07

8-27-07

DEVELOPER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 22nd day of August, 2007 by (name of person:) Michael Knight, (title or capacity, for instance, "President" or "Owner":) Managing Member of (Developer:) La Cuentista II Sales, LLC.

OFFICIAL SEAL
ReLINDA ANDERSON
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-30-10

_____
Notary Public

My Commission Expires:
October 30, 2010

CITY'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 30 day of August, 2007 by Wilfred Gallegos, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

My Commission Expires:
07-05-2010

_____
Notary Public

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 07-05-2010

EXHIBIT "A" ATTACHED

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

June 6, 2007

14. Project# 1005182
07DRB-70014 AMENDMENT TO PRELIMINARY PLAT

WILSON AND COMPANY INC agent(s) for LA CUENTISTA II LLC request(s) the above action(s) for all or a portion of Tract(s) C, **LA CUENTISTA SUBDIVISION, UNIT 2,** zoned SU-2 SRSL, located on ROSA PARKS RD NW between ALOE RD NW and KIMMICK DR NW containing approximately 35.4714 acre(s). [REF: 1000922] [Deferred from 5/30/07] (C-10 & C-11)

At the June 6, 2007, Development Review Board meeting, with the signing of the new infrastructure list dated 6/6/07 the previous infrastructure list is void, however, this infrastructure list will have the same date as the voided one. The amended preliminary plat was approved with the following conditions of final plat approval:

Revise gate quequing analysis.

Re-evaluate right-of-way widths at entrances of subdivision.

This amendment does not extend the expiration date of the already approved preliminary plat.

Sheran Matson, AICP, DRB Chair

Cc: La Cuentista II, LLC. (Michael Knight), 2518 Eubank NE, 87112
Kristina Susco-Wilson and Company, 4900 Lang Ave NE, 87109
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

EXHIBIT "A"

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

January 31, 2007

5. Project # 1005182
06DRB-01784 Major-Preliminary Plat Approval

WILSON AND CO. agent(s) for LA CUENTISTA II, LLC request(s) the above action(s) for all or a portion of Tract(s) C, correction plat of the bulk land plat of La Cuentista Subdivision (to be known as **LA CUENTISTA SUBDIVISION, UNIT 2**) zoned SU-2/SRSL, located on ROSA PARKS RD NW, between ALOE RD NW and KIMMICK DR NW containing approximately 36 acre(s). [REF: 06DRB01428] *[Deferred from 1/17/07 & 1/24/07]* (C-10/C-11)

At the January 31, 2007, Development Review Board meeting, with the signing of the infrastructure list dated 1/31/07 and approval of the grading plan engineer stamp dated 1/19/07 the preliminary plat was approved with the following conditions of final plat approval:

Make all public storm drain easements 20-feet wide maximum.

The President of the Home Owner's Association must sign the final plat.

An approved wall design is required.

Designate all applicable tracts as Private Open Space for Recreational Purposes.

Breaks in the walls every 500 to 600 feet for pedestrian access are required.

07DRB-00049 Minor-Temp Defer SDWK

WILSON & COMPANY agent(s) for LA CUENTISTA II LLC MICHAEL KNIGHT request(s) the above action(s) for all or a portion of Tract(s) C, **LA CUENTISTA SUBDIVISION UNIT 2,** zoned SU-2 SRSL, located on ROSA PARKS RD NW, between ALOE RD NW and KIMMICK DR NW containing approximately 36 acre(s). [REF: 06DRB01426, 06DRB01784] (C-1011)

The temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit C in the Planning file.

If you wish to appeal this decision, you must do so by February 15, 2007, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

FINANCIAL GUARANTY AMOUNT

03/06/2007

Type of Estimate: Sidewalk Deferral

Project Description:

Project ID #: 709784, La Cuentista Unit II, Phase/Unit #: 1

Requested By: Kristine Susco w/ Wilson & Co.

Approved estimate amount:		$107,042.58
NMGRT	6.875%	$7,359.18
Subtotal:		$114,401.76
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		$143,002.20

APPROVAL: DATE:

3-6-2007

Notes:

First Federal Bank
www.1stfedbank.com

Home Office
300 N. Pennsylvania
Roswell, NM 88201
(505) 622-6201

MEMBER FDIC
EQUAL HOUSING LENDER

Alamogordo Albuquerque Artesia Capitan El Paso, Texas Farmington Savings Bank A Branch of First Federal Bank Gallup Federal Savings Bank A Branch of First Federal Bank Las Cruces Ruidoso

August 10, 2007

Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Loan Reserve for: La Cuentista II Sales, LLC
City of Albuquerque Project No.: 709784
Project Name: La Cuentista Unit II, Phase/Unit # 1

Gentlemen:

This letter is to advise the City of Albuquerque ("City") that, at the request of La Cuentista II Sales, LLC, First Federal Bank, ("Financial Institution") in Albuquerque, New Mexico, holds as a loan reserve the sum of One Hundred, Forty Three Thousand, Two Dollars and 20/100 ($143,002.20) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires La Cuentista II Sales, LLC ("Subdivider") to provide for the installation of the sidewalks which must be constructed at the La Cuentista Unit II, Phase/Unit # 1, Project No. 709784 ("Project"). The amount of the Loan Reserve is 125% of the City's estimated cost of improvements as required by the City's Subdivision Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Subdivider, which was recorded on 9.6.07 in the records of the Clerk of Bernalillo County, New Mexico in Book Misc. NA, at pages NA to NA ("Earlier Agreement"). Document # 2007128514

1) Reduction of Reserve. If the City Engineer for the City, or that person's authorized designee, determines that it is appropriate to release a specified amount of the loan reserves as the result of the Subdivider's construction of a portion of the required infrastructure, then the Assistant Director of Public Works/Engineering, or that person's authorized designee, may execute an "Authorization to Release" which will authorize the Financial Institution to

release a specified amount from the loan reserves. The Authorization to Release will state the amount of the "reduced Loan Reserve Balance" which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the Financial Institution receives the Authorization to Release, which has been signed by the City, the Financial Institution may reduce the loan reserve to the Reduced Loan Reserve Balance.

2) Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the loan reserves, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Subdivider and the City, the total liability of the Financial Institution to the City with respect to the loan reserves established pursuant to this Loan Reserve Letter shall at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, and the Financial Institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the loan reserve as provided in Section 4 herein.

3) Draw on Reserve. If by August 10, 2010 the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between August 10, 2010 and October 10, 2010 inclusive, the City may demand payment from the Financial Institution up to the lesser of the amount stated in this Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the CAO or the CAO's authorized designee, which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements, specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the loan reserves by cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

4) Termination of Reserve. This loan reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:

A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or

B. City delivery of the Demand for Payment and the Financial Institution's payment to the City by cashier's check as required Section "3" herein; or

C. Expiration of the date October 10, 2010; or

D. Written termination of this Loan Reserve Letter, signed by its Chief Administrative Officer of the City.

First Federal Bank

By: _____
Jason A. Shaffer
Vice President

ACCEPTED:
City of Albuquerque

By: _____ 8-30-07
Chief Administrative Officer

8-27-07

8/29/07

2008 FEB -5 PM 2:10

RECEIVED
ALBUQUERQUE CITY CLERK

RELEASE OF FINANCIAL GUARANTY

TITLE OF PROJECT: LA CUENTISTA II
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO. 709784

THIS RELEASE IS EXECUTED THIS 13th DAY OF February, 20 09.

WHEREAS, LOAN RESERVE LETTER (Financial Guaranty) dated AUGUST 10, 2007 in the amount of $143,002.20 was issued by FIRST FEDERAL BANK ("Financial Institution") to insure LA CUENTISTA II SALES, LLC. ("Subdivider's") performance under the terms of the SIDEWALK DEFERRAL AGREEMENT, dated AUGUST 30, 2007, as amended, which Agreement was recorded on SEPTEMBER 6, 2007 document # 2007128514 in the records of the Clerk of Bernalillo County, New Mexico; and

WHEREAS, CLAIM & NOTICE OF LIEN (Financial Guaranty) dated FEBRUARY 4, 2009 in the amount of $143,002.20 was issued by CITY OF ALBUQUERQUE ("Financial Institution") to insure LA CUENTISTA II, SALES, LLC. ("Subdivider's") performance under the terms of the AMENDMENT TO AGREEMENT TO SIDEWALK DEFERRAL AGREEMENT, dated FEBRUARY 3, 2009 as amended, which Agreement was recorded on FEBRUARY 9, 2009.document # 2009013067 in the records of the Clerk of Bernalillo County, New Mexico; and

WHEREAS, CLAIM & NOTICE OF LIEN dated FEBRUARY 4, 2009, in the amount of $143,002.20 has replaced LOAN RESERVE LETTER dated AUGUST 10, 2007 as amended in the amount of $143,002.20;

NOW THEREFORE, in consideration of the above, the City hereby releases LOAN RESERVE LETTER dated AUGUST 10, 2007 as amended in the amount of $143,002.20

CITY OF ALBUQUERQUE

City Engineer, Planning Dept.
Development & Building Services
Dated: 2-13-09

2/12/09

02-12-09

REQUEST FOR RELEASE OF DOCUMENTS FROM CITY CLERK'S RECORDS

DATE: 2·10·09

CONTRACT CONTROL NO.: 200701268

PROJECT NO.: 709784

TITLE OF PROJECT: La Cuesta

RELEASE OF THE FOLLOWING DOCUMENT(S) FROM THE CITY CLERK'S RECORDS IS BEING REQUESTED:

Loan Reserve Letter 8/10/07 $143,002.20

REASONS FOR RELEASING DOCUMENTS: Release of Financial Guaranty & Replaced w/ new one

DOCUMENTS TO BE REFILED: ( ) YES (✓) NO Copy

PERSON REQUESTING RELEASE:

DEPT./DIVISION: Planning Dept. - Design Review PHONE: 924-3996

DOCUMENT(S) RELEASED BY:

City Clerk's Office

DATE: 2/13/09

ADDENDUM TO COVER PAGE

2/12/09
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuenta II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

02-12-09

ITEM	ACTION: Review & Approval	Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	☐	☐	
Procedure "B" Modified Non Work Order	☐	☐	
Procedure "C"	☐	☐	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	☐	X	
Amendment	☐	X	
Assignment	☐	☐	
Financial Guarantee	☐	X	Original To be obtained
Construction Paperwork:			
Contractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate	☐	☐	
Extension	☐	☐	
Release/Agreement	☐	☐	
Release/Financial Guarantee	X	☐	
Calling Notice	☐	☐	
Letter of Commitment	☐	☐	
Reduction Letter	☐	☐	
License Agreement	☐	☐	
Monitoring Well Permit	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Revocable Permit	☐	☐	
Encroachment	☐	☐	
Permanent Easement	☐	☐	
Temporary Easement	☐	☐	
Power of Attorney	☐	☐	
Certificate of Work Order Completion	☐	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Notice of Acceptance - Centerline Monu.	☐	☐	
Corporate Resolution	☐	☐	
Sidewalk Verif/Calc	☐	☐	

Other:

Please Call Pamela at 4-3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (_____)

Mike Knight
299-1500

DOCUMENT PICKUP CONFIRMATION

Title of Project: La Cuentista

Project No. 7097784

Contents: SIA ( ) S/W (✓) F.G. (✓) Other: ( ) Release Replaced w/ Municipal Tier

Date Called For Pickup: 2.17.09

Picked Up By: Victoria Martinez
(Print)

(Signature)

Engineer/Company/Developer Name:

Date Of Pickup: 2.20.09

Confirmed By:
(City Employee)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Pamela Lujan
Phone No. 924-3996

Project 709784
CCN# 20070268
Existing or New (Circle One)

Type of Agreement: Release of Financial Guaranty & Replaced W/ Next one, per Sidewalk
Description/Project Name La Cuentista II
Planning Dept./ Division:
Developer: La Cuentista II, Sales, LLC.

Contract Amount $ 143,002.20 SIA Contract Period: 2-13-09 - 8-10-2010
Contract Amount $ _____ SIA Contract Period: _____ - _____
Contract Amount $ _____ SIA Contract Period: _____ - _____
Contract Amount $ _____ S/W Contract Period: _____ - _____
Contract Amount $ _____ S/W Contract Period: _____ - _____

DRAFT CONTRACT:
Recd by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div	_____	_____	_____	_____
Hydrology Div	_____	_____	_____	_____
Transportation Div				
DRC Chairman	2-10-09	02-12-09		02-12-09
Legal Dept	2-12-09			2/12/09
City Engineer	2-12-09	2-13-09		2-13-09
Finance	_____	_____	_____	_____
CAO	_____	_____	_____	_____
ABCWUA	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____

DISTRIBUTION:	Date:	By:
User Department.	2-23-09	
Vendor		
City Clerk	02/23/09	
Treasury	_____	_____
Other: _____	_____	_____

RELEASE OF FINANCIAL GUARANTY

TITLE OF PROJECT: LA CUENTISTA
SUBDIVIDER: LA CUENTISTA II SALES, LLC
CITY PROJECT NO. 709784

THIS RELEASE IS EXECUTED THIS 30th DAY OF October, 2008.

WHEREAS, LOAN RESERVE LETTER (Financial Guaranty) dated AUGUST 10, 2007 in the amount of $4,542,503.69 was issued by FIRST FEDERAL BANK ("Financial Institution") to insure LA CUENTISTA II SALES, LLC. ("Subdivider's") performance under the terms of the SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B, dated AUGUST 30, 2007, as amended, which Agreement was recorded on SEPTEMBER 6, 2007 document # 2007128513 in the records of the Clerk of Bernalillo County, New Mexico; and

WHEREAS, MUNICIPAL LIEN (Financial Guaranty) dated OCTOBER 16, 2008 in the amount of $4,542,503.69 was issued by CITY OF ALBUQUERQUE ("Financial Institution") to insure LA CUENTISTA II SALES, LLC. ("Subdivider's") performance under the terms of the 1ST EXTENSION TO SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B, dated OCTOBER 14, 2008 as amended, which Agreement was recorded on OCTOBER 21, 2008 document # 2008114690 in the records of the Clerk of Bernalillo County, New Mexico; and

WHEREAS, MUNICIPAL LIEN dated OCTOBER 16, 2008, in the amount of $4,542,503.69 has replaced LOAN RESERVE LETTER dated AUGUST 10, 2007 as amended in the amount of $4,542,503.69;

NOW THEREFORE, in consideration of the above, the City hereby releases LOAN RESERVE LETTER dated AUGUST 10, 2007 as amended in the amount of $4,542,503.69

CITY OF ALBUQUERQUE

for _____
City Engineer, Planning Dept.
Development & Building Services
Dated: 10-30-08

10/28/08

10-28-08

REQUEST FOR
RELEASE OF DOCUMENTS
FROM CITY CLERK'S RECORDS

DATE: 10/02/08

CONTRACT CONTROL NO.: 20070126B

PROJECT NO.: 709784

TITLE OF PROJECT: La Cuentista Unit II

RELEASE OF THE FOLLOWING DOCUMENT(S) FROM THE CITY CLERK'S RECORDS IS BEING REQUESTED: Financial Guaranty from First Federal Bank Dated August 22, 2007 in the amt of $4,542,503.69

REASONS FOR RELEASING DOCUMENTS: Placing a demand on Financial Guaranty.

DOCUMENTS TO BE REFILED: ( ) YES (X) NO

PERSON REQUESTING RELEASE: Marilyn Maldonado
DEPT./DIVISION: Planning Dept. - Design Review PHONE: 924-3996

DOCUMENT(S) RELEASED BY: A. Candelaria
City Clerk's Office

DATE: 10/

Mike Knight
299-1500
2004-0137

DOCUMENT PICKUP CONFIRMATION

Title of Project: La Cuentista II

Project No. 709784

Contents: SIA (✓) S/W ( ) F.G. (✓) Other: ( ) Release (Replaced w/ New one)

Date Called For Pickup: 10/30/08

Picked Up By: Mike Knight
(Print)

(Signature)

Engineer/Company/Developer Name: _____

Date Of Pickup: 10/31/08

Confirmed By: _____
(City Employee)

REQUEST FOR
RELEASE OF DOCUMENTS
FROM CITY CLERK'S RECORDS

DATE: 10/23/08

CONTRACT CONTROL NO.: 200701268

PROJECT NO.: 709784

TITLE OF PROJECT: La Cuesta II

RELEASE OF THE FOLLOWING DOCUMENT(S) FROM THE CITY CLERK'S RECORDS IS BEING REQUESTED:

Loan Reserve Letter #4,542,503.69 8/10/07

REASONS FOR RELEASING DOCUMENTS: Release of Financial Guaranty & Replaced w/ new one

DOCUMENTS TO BE REFILED: (✓) YES ( ) NO With Copy

PERSON REQUESTING RELEASE: Pamela Lujan

DEPT./DIVISION: Planning Dept. - Design Review PHONE: 924-3996

DOCUMENT(S) RELEASED BY: S. Apodaca

City Clerk's Office

DATE: 10/28/08

ADDENDUM TO COVER PAGE

10/28/08
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista II PROJECT # 709184

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

10-21-08

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	☐	☐	
Procedure "B" Modified Non Work Order	☐	☐	
Procedure "C"	☐	☐	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	☐	☐	
Amendment	☐	☐	
Assignment	☐	☐	
Financial Guarantee	☐	☐	
Construction Paperwork:			
Contractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate	☐	☐	
Extension	☐	☐	
Release/Agreement	☐	☐	
Release/Financial Guarantee	☐	☐	
Calling Notice	☐	☐	
Letter of Commitment	☐	☐	
Reduction Letter	☐	☐	
License Agreement	☐	☐	
Monitoring Well Permit	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Revocable Permit	☐	☐	
Encroachment	☐	☐	
Permanent Easement	☐	☐	
Temporary Easement	☐	☐	
Power of Attorney	☐	☐	
Certificate of Work Order Completion	☐	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Notice of Acceptance - Centerline Monu.	☐	☐	
Corporate Resolution	☐	☐	
Sidewalk Verif/Calc	☐	☐	

Other:

Please Call Pamela at 4-3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (_____)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Contact Person Pamela Lujan
Phone No. 924- 3996

Project 709784
CCN# 2007012608
Existing or New (Circle One)

Type of Agreement: Release of Financial Guaranty
Replaced w/ New One (SIA B)
Description/Project Name La Cuentista II
Planning Dept./ Division:
Developer: La Cuentista II, LLC

Contract Amount $ 4,542,503.69 SIA Contract Period: 10/30/08 - Closed
Contract Amount $_____ SIA Contract Period: _____ - _____
Contract Amount $_____ SIA Contract Period: _____ - _____
Contract Amount $_____ S/W Contract Period: _____ - _____
Contract Amount $_____ S/W Contract Period: _____ - _____

DRAFT CONTRACT:
Recd by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	10/23/08	10-28-08		
Legal Dept	10/28/08			10-28-08
City Engineer	10/29/08	10-30-08		10/29/08
Finance				10-30-08
CAO				
ABCWUA				
Other: _____				

DISTRIBUTION:	Date:	By:
User Department.	11-14-08	
Vendor		
City Clerk	11/14/08	
Treasury		
Other: _____		

easement

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer

NOTES

1. * Sidewalk to be Defered
2. Engineers Grading & Drainage Certification is required for release of Financial Guarantees & SIA.
3. Perimeter walls per DRB Approved Perimeter Wall Design
4. Wall and Landscaping Certification required prior to Financial Guarantee release

AGENT/OWNER

Kristine Susco (Agent)
NAME(print)

Wilson & Co., 4900 Lang Ave. NE. Albuquerque NM 87109
FIRM

Kristine Susco 1-31-07
SIGNATURE

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: _____

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

_____ 1-31-07
DRB CHAIR – date

_____ 01/31/07
TRANSPORTATION DEVELOPMENT – date

Roger A Green 1/31/07
UTILITY DEVELOPMENT – date

Bradley L. Bingham 1/31/07
CITY ENGINEER – date

Christina Sandoval 1/31/07
PARKS & GENERAL SERVICES – date

_____
AMAFCA – date

_____ - date

_____ - date

SIA

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER

No. of Lots: 150 Lots & 12 Tracts
Nearest Major Streets Rosa Parks Rd NW & Kimmick Dr NW

FIGURE 12

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 30th day of August, 2007, 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 La Cuentista II Sales, LLC ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] New Mexico Limited Liability Company, whose address is PO Box 51177, Albuquerque, New Mexico 87181 and whose telephone number is 505)299-1500, 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 C of The Correction Plat of the Bulk Land Plat of La Cuentista Subdivison, recorded on 07 January 2004 in the records of the Bernalillo County Clerk at Book 2004C, page 7 through _____ (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:] La Cuentista II Sales, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as La Cuentista Subdivision - Unit II describing Subdivider's Property.

As a result of the development of the 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 of, 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 Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 10 day of August, 2008 ("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. **709784.**

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 Subdivision Ordinance 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 Development Review Board (DRB), unless

Doc# 2007128513
09/06/2007 10:58 AM Page: 1 of 6
AGRE R:$19.00 M. Toulouse, Bernalillo County

the DRB grants an exte.. ..n, not to exceed one addition. ..ar per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance 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. 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, 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. 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 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	3.25%
Excavation And Sidewalk Ordinance, 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.

4. 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 Surv-Tek Inc, and construction surveying of the private Improvements shall be performed by Surv-Tek Inc. 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 Wilson & Company, and inspection of the private Improvements shall be performed by Wilson & Company, 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 Professional Service Industries, Inc. , and field testing of the private Improvements shall be performed by Professional Service Industries, Inc. , 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 therefor.

5. 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following Financial Guaranty:

Type of Financial Guaranty: Reserve Letter
Amount: $ 4,542,503.69
Name of Financial Institution or Surety
providing Guaranty: First Federal Bank
Date City first able to call Guaranty: _____
[Construction Completion Deadline]: August10 20 08
If Guaranty other than a Bond, last day City able to call Guaranty is:
Oct0ber 10, 20 08
Additional information:

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

7. 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 1, 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 Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

8. 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.

9. 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 Development Process Manual, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guarantee 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 Subdivision Ordinance.

(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.

10. 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 defend, indemnify and hold harmless the City and 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 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; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 days after the notice is mailed if there is no actual evidence of receipt.

16. 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.

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

18. 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.

19. 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.

20. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

21. 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/OWNER:

By [Signature]: _____
Subdivider: La Cuentista II Sales, LLC
Name: Mike Knight
Title: Managing Member
Dated: 8-22-07

CITY OF ALBUQUERQUE

_____ 8-30-07
City Engineer
Dated: 8/27/07 8-27-07

SUBDIVIDER'S NOTARY

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me on 22nd day of August, 2007 by [name of person:] Michael Knight, [title or capacity, for instance, "President" or "Owner":] Managing Member of [Subdivider:] La Cuentista II Sales, LLC.

OFFICIAL SEAL
ReLINDA ANDERSON
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 10-30-10

_____
Notary Public

My Commission Expires:
October 30, 2010

CITY'S NOTARY

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

This instrument was acknowledged before me on 30 day of, August, 2007 by Wilfred Gallegos, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:
07-05-2010

OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 07-05-2010

EXHIBIT A ATTACHED

Current DRC
Project Number

ORIGINAL

FIGURE 12
INFRASTRUCTURE LIST

Date Submitted: 12/22/2006
Date Site Plan Approved: N/A
Date Preliminary Plat Approved: 1-31-07
Date Preliminary Plat Expires: 1-31-08
DRB Project No.: 1005182
DRB Application No. SD DRB-01-72

"EXHIBIT A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

LA CUENTISTA SUBDIVISION, UNIT II
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT C OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
70978							/	/	/
							/	/	/
							/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
708784		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 1600 ft x 30 = 48000 ft² pave = 5333 yd² = 60 16000 ft² s/w = 1778 yd²	Buckthorn Place	Cul de Sac	Burdock Place	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 900 ft x 30 = 27000 ft² pave = 3000 yd² x 10 = 9000 ft² s/w = 1000 yd²	Goldenseal Place	Cul de Sac	Burdock Place	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides 1300 ft x	Redroot Road	Rosa Parks Road	Basil, Betony Court	/	/	/
		30' F-F	Res. Paving W/ C&G *5' Sidewalk Both Sides 10 x 22 = 28000 ft² pave = 3111 yd² 1300 x 10 = 13000 ft² s/w = ~~1445~~ 1200 yd²	Redroot Road	Basil, Betony Court	Firethorn Drive	/	/	/
		30' F-F	Res. Paving W/ C&G, 5' Sidewalk Both Sides 700 ft x 30 = 21000 pave = 2333 yd² ~~7000~~ s/w = 778 yd²	Firethorn Drive	Buckthorn Place	Redroot Road	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides	Firethorn Drive	Redroot Road	Kimmick Drive	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides 500 ft x 22 = 11000 ft² = 1222 yd² x 10 = 5000 ft² s/w = 556 yd²	Red Clover Street	Rosa Parks Road	Goldenseal Place	/	/	/
		30' F-F	Res. Paving W/ C&G, 5' Sidewalk Both Sides	Red Clover Street	Goldenseal Place	Buckthorn Place	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides, 5' Sidewalk Along Open Space 700 ft x 30 = 21000 ft² pave = 2333 yd² x 10 = 7000 ft² s/w = 778 yd²	Burdock Place	Goldenseal Place	Cul de Sac	/	/	/
			Street Lighting Per DPM	Throughout Subdivision			/	/	/

pave = 31166 yd²

s/w 3524

s/w deps 5312

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
			PAVING						
		20' F-F	Res. Paving 140 x 20 = 2800 ft²	Alley Block 7	Rear Lot 1	Rear Lot 4	/	/	/
		20' F-F	Res. Paving 100 x 20 = 2000 ft²	Alley Block 7	Rear Lot 7	Rear Lot 9	/	/	/
		20' F-F	Res. Paving 850 x 20 = 17000	Alley Block 8	Rear Lot 1	Rear Lot 10	/	/	/
		20' F-F	Res. Paving 300 x 20 = 6000	Alley Block 2	Rear Lot 41	Rear Lot 35	/	/	/
		20' F-F	Res. Paving 0	Alley Block 2	Rear Lot 29	Rear Lot 34	/	/	/
		20' F-F	Res. Paving 400 x 20 8000	Alley Block 5	Rear Lot 1	Rear Lot 6	/	/	/
		20' F-F	Res. Paving ~~461800~~	Alley Block 5	Rear Lot 12	Rear Lot 7	/	/	/

35000 / 9 ft² = 3977 ~ 4000 yd² pavng

+ 31166 yd²
4000

35166 yd²

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	109787		**WATER**						
		12" Dia.	Waterline W/ Appertenances 1000'	Kimmick Drive	Firethorn Drive	Rosa Parks Road	/	/	/
		12" Dia.	Waterline W/ Appertenances 1700 lf	Rosa Parks Road	Aloe Road	Kimmick Drive	/	/	/
		6" Dia.	Waterline W/ Appertenances 500'	Basil Court	Cul de Sac	Redroot Road	/	/	/
		6" Dia.	Waterline W/ Appertenances 500'	Betony Court	Redroot Road	Cul de Sac	/	/	/
		6" Dia.	Waterline W/ Appertenances 250'	Buckthorn Place	Cul de Sac	Redroot Road	/	/	/
		8" Dia.	Waterline W/ Appertenances 1250'	Buckthorn Place	Redroot Road	Burdock Place	/	/	/
		6" Dia.	Waterline W/ Appertenances 400	Goldenseal Place	Cul de Sac	Red Clover Street	/	/	/
		8" Dia.	Waterline W/ Appertenances 450	Goldenseal Place	Red Clover Street	Burdock Place	/	/	/
		8" Dia.	Waterline W/ Appertenances 1450'	Redroot Road	Rosa Parks Road	Firethorn Drive	/	/	/
		8" Dia.	Waterline W/ Appertenances 150	Firethorn Drive	100' North of Kimmick Drive	Kimmick Drive	/	/	/
		8" Dia.	Waterline W/ Appertenances 500	Red Clover Street	Rosa Parks Road	Buckthorn Place	/	/	/
		8" Dia.	Waterline W/ Appertenances 8W'	Burdock Place & WL & SAS Easement	Goldenseal Place	Firethorn Drive	/	/	/
			HOA Irrigation Meter and HOA provided Landscape Maintenance by Agreement	Kimmick Drive Rosa Parks			/	/	/

12" - 2700'

8" - 4700

6" - 1650

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
			SANITARY SEWER						
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 500'	Basil Court	Cul de Sac	Redroot Road	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 500'	Betony Court	Redroot Road	Cul de Sac	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 250'	Buckthorn Place	Cul de Sac	Burdock Place	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances	Goldenseal Place	Cul de Sac	Burdock Place	/	/	
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 1450'	Redroot Road	Rosa Parks Road	Firethorn Drive	/	/	/
		8" Dia.	Sanitary Sewer Gravity linesn W/ Appertenances 135'	Firethorn Drive	135' North of Kimmick Drive	Kimmick Drive	/	/	/
		8" Dia. 3885 ft	Sanitary Sewer Gravity linesn W/ Appertenances 150'	Red Clover Street	Rosa Parks Road	Goldenseal Place	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances	Burdock Place & WL & SAS Easement 900'	Goldenseal Place	Firethorn Drive	/	/	/
			STORM SEWER						
		24" Dia.	Storm Drain pipe W/Inlets 500'	Rosa Parks Road	Isect Redroot Road 190' West	Isect Redroot Road	/	/	/
		24" Dia.	Storm Drain pipe W/Inlets 60'	Rosa Parks Road	Isect Redroot Road 330' East, 20' Stubout	Isect Redroot Road	/	/	/
		30",36",42",48",54" Dia. 30 - 800' 36" - 130'	Storm Drain pipe W/Inlets 42 - 630' 54 - 60'	Redroot Road	Rosa Parks Road	Detention Pond in La Cuentista Unit 1 North of Kimmick Drive	/	/	/
		24",30",36" Dia.	Storm Drain pipe W/Inlets 24" - 240' 30' - 160'	SD Easement/ Goldenseal Place/ Burdock Place	Rosa Parks Road	Redroot Road			
		N/A	Inlet to Pond Structure				/	/	/

24" - 1210
30" - 600
36" - 830
42" - 630'
54" - 60'

A - 14
blk 5
C 7

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
			STORM SEWER						
		24" Dia.	Storm Drain pipe W/Inlets	Basil Court	Isect Redroot Road	50' West	/	/	/
		24" Dia.	Storm Drain pipe W/Inlets	Betony Court	Isect Redroot Road	380' East	/	/	/
		24" Dia.	Storm Drain pipe W/ Inlets	Buckthorn Place	Isect Redroot Road	25' East	/	/	/
		24" Dia.	Storm Drain pipe W/ Inlets	Buckthorn Place	Isect Burdock Place	25' West	/	/	/
		36" Dia.	Storm Drain pipe W/Inlets	Firethorn Drive	190' North Kimmick Drive	Isect Redroot Road	/	/	/

FINANCIAL GUARANTY AMOUNT

03/06/2007

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

Project ID #: 709784, La Cuentista Unit II, Phase/Unit #: 1

Requested By: **Kristine Susco w/ Wilson & Co.**

Approved estimate amount:		$2,846,339.06
Contingency Amount:	10.00%	$284,633.91
Subtotal:		$3,130,972.97
NMGRT	6.875%	$215,254.39
Subtotal:		$3,346,227.36
Engineering Fee	6.60%	$220,851.01
Testing Fee	2.00%	$66,924.55
Subotal:		$3,634,002.95
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		$.00
TOTAL FINANCIAL GUARANTY REQUIRED		**$4,542,503.69**

APPROVAL: DATE:

3-6-2007

Notes: Certification for grading & drainage required prior to release of FG.
Wall & Landscaping Cert required prior to release of FG.

First Federal Bank
www.1stfedbank.com

Home Office
300 N. Pennsylvania
Roswell, NM 88201
(505) 622-6201

MEMBER FDIC
EQUAL HOUSING LENDER

Alamogordo Albuquerque Artesia Capitan El Paso, Texas **Farmington Savings Bank** A Branch of First Federal Bank **Gallup Federal Savings Bank** A Branch of First Federal Bank **Las Cruces Ruidoso**

August 10, 2007

Chief Administrative Officer
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

RE: Loan Reserve for: La Cuentista II Sales, LLC
City of Albuquerque Project No.: 709784
Project Name: La Cuentista Unit II, Phase/Unit # 1

Gentlemen:

This letter is to advise the City of Albuquerque ("City") that, at the request of La Cuentista II Sales, LLC, First Federal Bank, ("Financial Institution") in Albuquerque, New Mexico, holds as a loan reserve the sum of Four Million, Five Hundred, Forty Two Thousand, Five Hundred, Three Dollars and 69/100 ($4,542,503.69) ("Loan Reserve") for the exclusive purpose of providing the financial guarantee which the City requires La Cuentista II Sales, LLC ("Subdivider") to provide for the installation of the improvements which must be constructed at the La Cuentista Unit II, Phase/Unit # 1, Project No. 709784 ("Project"). The amount of the Loan Reserve is 125% of the City's estimated cost of improvements as required by the City's Subdivision Ordinance. The improvements are identified in the agreement between the City of Albuquerque and Subdivider, which was recorded on 9.6.07 in the records of the Clerk of Bernalillo County, New Mexico in Book Misc. NA, at pages NA to NA ___ ("Earlier Agreement"). Document # 2007128513

1) Reduction of Reserve. If the City Engineer for the City, or that person's authorized designee, determines that it is appropriate to release a specified amount of the loan reserves as the result of the Subdivider's construction of a portion of the required infrastructure, then the Assistant Director of Public Works/Engineering, or that person's authorized designee, may execute an "Authorization to Release" which will authorize the Financial Institution to

release a specified amount from the loan reserves. The Authorization to Release will state the amount of the "reduced Loan Reserve Balance" which must be maintained following the reduction. The Reduced Loan Reserve Balance shall not be reduced by more than 90% of the City's estimated cost of the Project until the Project is accepted by the City. When the Financial Institution receives the Authorization to Release, which has been signed by the City, the Financial Institution may reduce the loan reserve to the Reduced Loan Reserve Balance.

2) Liability of Financial Institution. Although the City may approve the Financial Institution's release of a part of the loan reserves, the approval will not constitute the City's final acceptance of part or all of the Project. However, no matter what agreement exists between the Subdivider and the City, the total liability of the Financial Institution to the City with respect to the loan reserves established pursuant to this Loan Reserve Letter shall at all times be limited to the lesser of the amount stated in this Loan Reserve Letter or the latest Reduced Loan Reserve Balance authorized in writing by the City, and the Financial Institution's liability to the City under this Loan Reserve Letter shall cease upon termination of the loan reserve as provided in Section 4 herein.

3) Draw on Reserve. If by August 10, 2008 the improvements described in the Agreement have not been fully installed, inspected, approved and accepted by the City, then, upon presentation between August 10, 2008 and October 10, 2008 inclusive, the City may demand payment from the Financial Institution up to the lesser of the amount stated in this Loan Reserve Balance authorized in writing by the City. The City may demand payment by delivering to the Financial Institution a certified "Demand for Payment" executed by the CAO or the CAO's authorized designee, which shall state that the Subdivider has failed to comply with the terms of the Agreement and also shall state the estimated cost of completing the improvements, specified in the Agreement ("Estimated Cost of Completion"). Upon receipt of the Demand for Payment, the Financial Institution promptly shall draw from the loan reserves by cashier's check to the City of Albuquerque the amount of 125% of the estimated cost of completion, not to exceed the lesser of the total Reduced Loan Reserve Balance authorized in writing by the City. The Financial Institution shall deliver the cashier's check promptly to the City.

4) Termination of Reserve. This loan reserve is for the benefit of the City and shall be irrevocable until the occurrence of one of the following:

A. Sixty (60) days after the City accepts the completed improvements specified in the Agreement; or

B. City delivery of the Demand for Payment and the Financial Institution's payment to the City by cashier's check as required Section "3" herein; or

C. Expiration of the date October 10, 2008; or

D. Written termination of this Loan Reserve Letter, signed by its Chief Administrative Officer of the City.

First Federal Bank

By: _____
Jason A. Shaffer
Vice President

ACCEPTED:
City of Albuquerque

By: _____ 8-30-07
Chief Administrative Officer

8.27.07

8/29/07

ADDENDUM TO COVER PAGE

8/29/07
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

8-27-07

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐	☐	
Procedure "B"	■	☐	
Procedure "B" Modified Non Work Order	☐	☐	
Procedure "C"	☐	☐	
Procedure "C" Modified	☐	☐	
Special Agreement	☐	☐	
Sidewalk Deferral Agreement	■	☐	
Amendment	☐	☐	
Assignment	☐	☐	
Financial Guarantee	■	☐	
Construction Paperwork:			
Contractors Proposal	☐	☐	
Performance/Warranty Bonds	☐	☐	
Labor/Material Bonds	☐	☐	
Certificate of Insurance	☐	☐	
Engineers Cost Estimate	☐	☐	
Extension	☐	☐	
Release/Agreement	☐	☐	
Release/Financial Guarantee	☐	☐	
Calling Notice	☐	☐	
Letter of Commitment	☐	☐	
Reduction Letter	☐	☐	
License Agreement	☐	☐	
Monitoring Well Permit	☐	☐	
Agreement & Covenant	☐	☐	
Drainage Covenant	☐	☐	
Revocable Permit	☐	☐	
Encroachment	☐	☐	
Permanent Easement	☐	☐	
Temporary Easement	☐	☐	
Power of Attorney	☐	☐	
Certificate of Work Order Completion	☐	☐	
Certificate of Completion and Acceptance	☐	☐	
Grading & Drainage Certification	☐	☐	
Notice of Acceptance - Centerline Monu.	☐	☐	
Corporate Resolution	☐	☐	

Other:

Please Call Marilyn Maldonado at 924-3997 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (4)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project #709784
Contact Person **Marilyn Maldonado** **CCN#** 20070126B

Type of Agreement: Subdivision Improvement Agreement Procedure B with FG + Sidewalk Deferral w/FG
Name: La Cuentista II
Developer: La Cuentista II LLC

Contract Amount $4,542,503.69 SIA Contract Period: 8/30/07 - 08/10/2008
Contract Amount $ _____ SIA Contract Period: - -
Contract Amount $143,002.20 S/W Contract Period: 8/30/07 - 08/10/2010

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	08/23/2007	8-27-07		8-27-07
Legal Dept				8/29/07
City Engineer	8/29/07			8-30-07
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department.	9-12-07	PLL
Vendor		
City Clerk	9-13-07	P.R.
Treasury		
Other: _____		

RECEIVED
ALBUQUERQUE CITY CLERK
2007 SEP 13 PM 1:37

2008 OCT 16 PM 3:03

RECEI

COA PROJECT/WO NO. 709784

PERMANENT EASEMENT

Grant of Permanent Easement, between Stan Diamond, a single man, ('Grantor') whose address is 21 Vista Valle Circle, Lamy, NM 87540 and the City of Albuquerque, a New Mexico municipal corporation ('City'), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

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 **Permanent Public Roadway, Drainage, Water, Sanitary Sewer,** 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 Grantors 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 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.

WITNESS my hand and seal this 11th day of June, 2007.

APPROVED:

City Engineer

6-20-07
Dated

GRANTOR:

Stan Diamond, Owner

6-11-07

STATE OF California
)ss
COUNTY OF Los Angeles

DENISE BENTON
Commission # 1483170
Notary Public - California
Los Angeles County
My Comm Expires Apr 13, 2008

This instrument was acknowledged before me on 11 day of June, 2007, by *Stan Diamond, Owner

Notary Public

My Commission Expires:

April 13, 2008

PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT (EXHIBIT 'A' ATTACHED)-1-

Doc# 2007090419

06/20/2007 02:24 PM Page: 1 of 3
EASE R:$13.00 M. Toulouse, Bernalillo County

EXHIBIT "A"

LEGAL DESCRIPTION
PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT

A tract of land being designated as a **"Permanent Public Roadway, Drainage, Water and Sanitary Sewer Easement"** and being a part of **Tract B** of **THE CORRECTION PLAT OF THE BULK LAND PLAT of LA CUENTISTA SUBDIVISION, TRACTS A-E**, filed in the Office of the Bernalillo County Clerk on **January 7, 2004** at **Book 2004C, Page 7**, being more particularly described as follows:

BEGINNING at the Southwest Corner of Tract B of said Correction Plat of the Bulk Land Plat of La Cuentista Subdivision herein described whence A.C.S. Monument "8-C10" found in place bears S.15°19'52"W. 2,076.00 feet distance and being the Northwest Corner of Tract C of said Correction Plat of the Bulk Land Plat ; thence

N.22°44'54"W. a distance of 50.00 feet along the Westerly line of Tract B of said Correction Plat of the Bulk Land Plat and the current Easterly Right of Way line of Rosa Parks Road to a point; thence

N.67°15'06"E. a distance of 947.06 feet to the Southwest corner of Lot 16, Volcano Cliffs Subdivision, Unit 26 filed in the Office of the County Clerk of Bernalillo County, 23 June, 1971 in Book D-4, Page 133, said point being on the Westerly Right of Way line of Rosa Parks Road; thence

S.22°44'54"E. along said Westerly Right of Way line a distance of 50.00 feet to a point on the Southerly line of said Tract B of said Correction Plat of the Bulk Land Plat; thence

S.67°15'06"W. along said Southerly line of said Tract B a distance of 947.06 feet to the Point or Place of Beginning;

Said tract contains 47,353 Square Feet or 1.0871 Acres, more or less.

SEE ATTACHED SKETCH

Surveyor's Certification

I, Christopher S. Croshaw, New Mexico Professional Surveyor No. 14733, do hereby certify that this Legal Description and Exhibit were prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

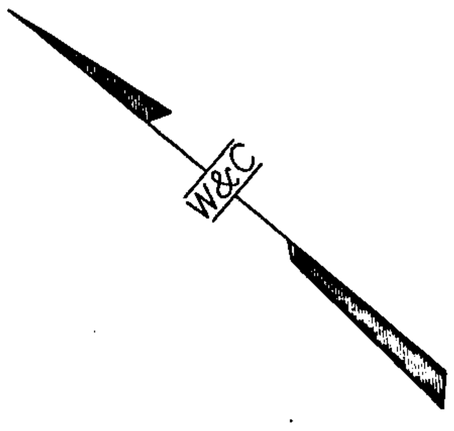
Christopher S. Croshaw, N.M.P.S. No. 14733 — 8 May 2007 Date

CHRISTOPHER S. CROSHAW NEW MEXICO 14733 REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT "A"

PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT WITHIN TRACT "B" OF THE CORRECTION PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION

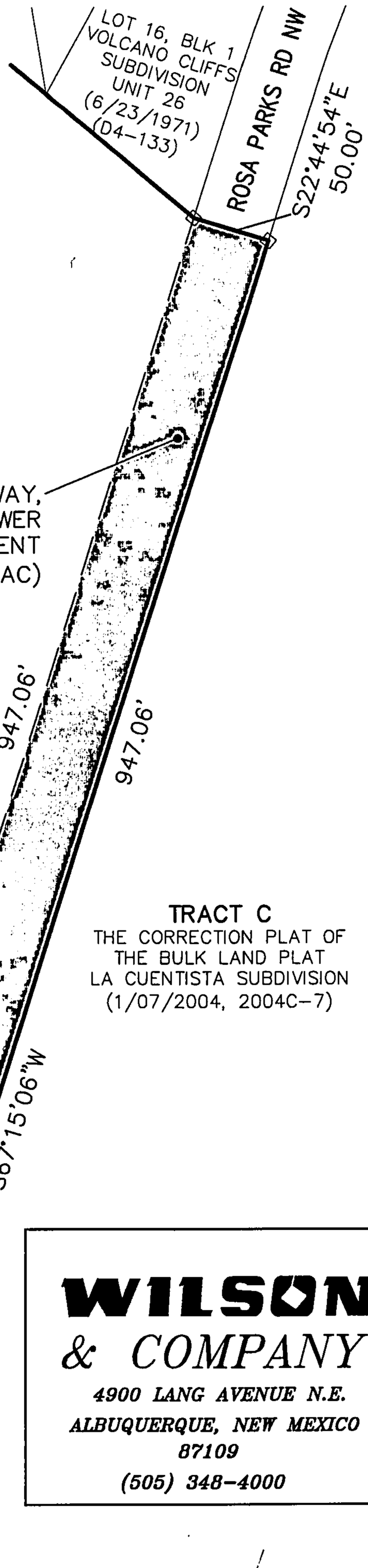
WITHIN SECTION 15, T.11N., R.2E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY 2007



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.



50' PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT GRANTED BY THIS DOCUMENT CONTAINING 47,353 SF (1.0871 AC)

NOTES:

1. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS.

2. ALL DISTANCES ARE GROUND DISTANCES.

LEGEND:

⊡ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733".

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

DRAWING NAME: RW_EXHIBIT_Roza Parks.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Exhibits\

COA PROJECT/WO NO. 709784

20070 1268

PERMANENT EASEMENT

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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 **Permanent Public Roadway, Drainage, Water, Sanitary Sewer,** 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 Grantors 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 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.

WITNESS my hand and seal this 11th day of June, 2007.

APPROVED:

City Engineer

6-20-07
Dated

GRANTOR:

Stan Diamond, Owner

6-11-07

STATE OF California
)ss
COUNTY OF Los Angeles

DENISE BENTON
Commission # 1483170
Notary Public - California
Los Angeles County
My Comm Expires Apr 13, 2008

This instrument was acknowledged before me on 11 day of June, 2007, by

*Stan Diamond, owner

Notary Public

My Commission Expires:

April 13, 2008

easement

PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT
(EXHIBIT 'A' ATTACHED)-1-

Doc# 2007090419

06/20/2007 02:24 PM Page: 1 of 3
EASE R:$13.00 M. Toulouse, Bernalillo County

EXHIBIT "A"

LEGAL DESCRIPTION
PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT

A tract of land being designated as a **"Permanent Public Roadway, Drainage, Water and Sanitary Sewer Easement"** and being a part of **Tract B** of **THE CORRECTION PLAT OF THE BULK LAND PLAT of LA CUENTISTA SUBDIVISION, TRACTS A-E**, filed in the Office of the Bernalillo County Clerk on **January 7, 2004** at **Book 2004C, Page 7**, being more particularly described as follows:

BEGINNING at the Southwest Corner of Tract B of said Correction Plat of the Bulk Land Plat of La Cuentista Subdivision herein described whence A.C.S. Monument "8-C10" found in place bears S.15°19'52"W. 2,076.00 feet distance and being the Northwest Corner of Tract C of said Correction Plat of the Bulk Land Plat ; thence

N.22°44'54"W. a distance of 50.00 feet along the Westerly line of Tract B of said Correction Plat of the Bulk Land Plat and the current Easterly Right of Way line of Rosa Parks Road to a point; thence

N.67°15'06"E. a distance of 947.06 feet to the Southwest corner of Lot 16, Volcano Cliffs Subdivision, Unit 26 filed in the Office of the County Clerk of Bernalillo County, 23 June, 1971 in Book D-4, Page 133, said point being on the Westerly Right of Way line of Rosa Parks Road; thence

S.22°44'54"E. along said Westerly Right of Way line a distance of 50.00 feet to a point on the Southerly line of said Tract B of said Correction Plat of the Bulk Land Plat; thence

S.67°15'06"W. along said Southerly line of said Tract B a distance of 947.06 feet to the Point or Place of Beginning;

Said tract contains 47,353 Square Feet or 1.0871 Acres, more or less.

SEE ATTACHED SKETCH

Surveyor's Certification

I, Christopher S. Croshaw, New Mexico Professional Surveyor No. 14733, do hereby certify that this Legal Description and Exhibit were prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

Christopher S. Croshaw, N.M.P.S. No. 14733

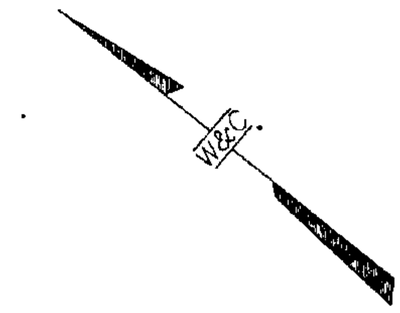
3 May 2007
Date

CHRISTOPHER S. CROSHAW NEW MEXICO 14733 REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT "A"

PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT WITHIN TRACT "B" OF THE CORRECTION PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION

WITHIN SECTION 15, T.11N., R.2E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY 2007



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

50' PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT GRANTED BY THIS DOCUMENT CONTAINING 47,353 SF (1.0871 AC)

LOT 16, BLK 1
VOLCANO CLIFFS
SUBDIVISION
UNIT 26
(6/23/1971)
(D4-133)

ROSA PARKS RD NW

S22°44'54"E
50.00'

947.06'

947.06'

N67°15'06"E

S67°15'06"W

TRACT B
THE CORRECTION PLAT OF
THE BULK LAND PLAT
LA CUENTISTA SUBDIVISION
(1/07/2004, 2004C-7)

TRACT C
THE CORRECTION PLAT OF
THE BULK LAND PLAT
LA CUENTISTA SUBDIVISION
(1/07/2004, 2004C-7)

NOTES:

1. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS.

2. ALL DISTANCES ARE GROUND DISTANCES.

LEGEND:

⊡ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733".

A.C.S. MONUMENT "15-23"
NM STATE PLANE COORDINATE
(NAD 27)
CENTRAL ZONE
X=362,716.29
Y=1,519,036.59

A.C.S. MONUMENT "8-C10"
NM STATE PLANE COORDINATE
(NAD 27)
CENTRAL ZONE
X=361,860.83
Y=1,521,476.37

(BASIS OF BEARING)
S 19°19'20" E
2586.28'

S15°19'52"W
2076.00' (TIE)

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

LEGAL DESCRIPTION
POINT OF BEGINNING

AZUCENA PLACE, NW

VOLCANO CLIFFS
SUBDIVISION
UNIT 20
(11/15/1971, D4-174)
8
9

N22°44'54"W
50.00'
ROSA PARKS RD NW

ALOE ROAD NW

LA CUENTISTA
SUBDIVISION, UNIT 1
FILED: 9/13/2006
BOOK: 2006C, PAGE: 281
15

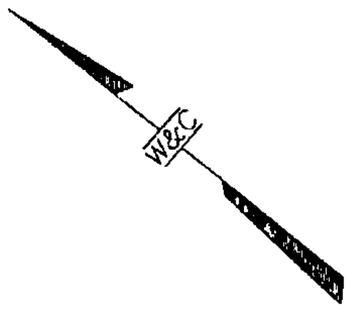
LA CUENTISTA
SUBDIVISION
UNIT 1A
(11/13/2006,
2006C-349)

DRAWING NAME: RW_EXHIBIT_Roza Parks.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Exhibits\

EXHIBIT "A"

PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT WITHIN TRACT "B" OF THE CORRECTION PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION

WITHIN SECTION 15, T.11N., R.2E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY 2007



GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

50' PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER AND SANITARY SEWER EASEMENT GRANTED BY THIS DOCUMENT CONTAINING 47,353 SF (1.0871 AC)

LOT 16, BLK 1
VOLCANO CLIFFS
SUBDIVISION
UNIT 26
(6/23/1971)
(D4-133)

ROSA PARKS RD NW

S22°44'54"E
50.00'

947.06'

947.06'

N67°15'06"E

S67°15'06"W

TRACT B
THE CORRECTION PLAT OF
THE BULK LAND PLAT
LA CUENTISTA SUBDIVISION
(1/07/2004, 2004C-7)

TRACT C
THE CORRECTION PLAT OF
THE BULK LAND PLAT
LA CUENTISTA SUBDIVISION
(1/07/2004, 2004C-7)

A.C.S. MONUMENT "15-23"
NM STATE PLANE COORDINATE
(NAD 27)
CENTRAL ZONE
X=362,716.29
Y=1,519,036.59

A.C.S. MONUMENT "8-C10"
NM STATE PLANE COORDINATE
(NAD 27)
CENTRAL ZONE
X=361,860.83
Y=1,521,476.37

(BASIS OF BEARING)
S 19°19'20" E
2586.28'

S15°19'52"W
2076.00' (TIE)

NOTES:

1. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS.

2. ALL DISTANCES ARE GROUND DISTANCES.

LEGEND:

⊡ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733".

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

LEGAL DESCRIPTION
POINT OF BEGINNING

AZUCENA PLACE, NW

VOLCANO CLIFFS
SUBDIVISION
UNIT 20
(11/15/1971, D4-174)

8

9

N22°44'54"W
50.00'
ROSA PARKS RD NW

LA CUENTISTA
SUBDIVISION
UNIT 1A
(11/13/2006,
2006C-349)

ALOE ROAD NW

LA CUENTISTA
SUBDIVISION, UNIT 1
FILED: 9/13/2006
BOOK: 2006C, PAGE: 281

15

DRAWING NAME RW_EXHIBIT_Roza Parks.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Exhibits\

WILSON
&COMPANY

4900 LANG AVE NE
ALBUQUERQUE, NEW MEXICO 87109
(505) 348-4000
FAX (505) 348-4072

TRANSMITTAL

Date:	6-14-07
Job No.:	COA #709784 WCI 0660004701
Re:	La Cuentista Subdivision Unit II
Re:	Easement Document

To: Pam Lujan
Design Review
Plaza Del Sol
Alb NM 87102

Attn: **Pam Lujan**

WE ARE SENDING YOU ☑ Attached ☐ Under Separate Cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

Copies	Date	Pages/Sheets	Description
1	6-14-07		Original – Easement (First sheet replacement with corrections ~~submitted~~)

RECEIVED
JUN 18 2007
DESIGN REVIEW

THESE ARE TRANSMITTED AS CHECKED BELOW:

☑ For approval/signature ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Return _____ copies ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____, 20___ ☐ PRINTS ON LOAN – RETURN TO WCEA AFTER BID

Remarks: Pam – Please call if you have any questions. Thank you. Kristine 348-4191

COPY TO: _____

SIGNED: Kristine Susco

RECEIVED BY: _____

DATE: _____

WILSON
&COMPANY

4900 LANG AVE NE
ALBUQUERQUE, NEW MEXICO 87109
(505) 348-4000
FAX (505) 348-4072

TRANSMITTAL

Date:	5-24-07
Job No.:	COA #709784 WCI 0660004701
Re: La Cuentista Subdivision Unit II	
Re: Amended Preliminary Plat	

To: Pam Lujan
Design Review
Plaza Del Sol
Albuquerque, NM 87102

Attn: **Pam Lujan**

WE ARE SENDING YOU ☑ Attached ☐ Under Separate Cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

Copies	Date	Pages/Sheets	Description
1	6-4-07	4	Amended Preliminary Plat

THESE ARE TRANSMITTED AS CHECKED BELOW:

☑ For approval/signature ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Return _____ copies ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____, 20___ ☐ PRINTS ON LOAN – RETURN TO WC*EA* AFTER BID

Remarks: Pam – On 5-24-07 I submitted an easement for review for COA Project # 709784. Wilfred called And wanted clarification for which I have attached the plat. Please reroute the easement and this copy to Wilfred for review and approval. Thank you - Kristine

COPY TO: _____

SIGNED: Kristine Susco

RECEIVED
JUN 05 2007
DESIGN REVIEW

RECEIVED BY: _____

DATE: 6-5-07

WILSON
&COMPANY

4900 LANG AVE NE
ALBUQUERQUE, NEW MEXICO 87109
(505) 348-4000
FAX (505) 348-4072

TRANSMITTAL

Date:	5-24-07
Job No.:	COA #709784 WCI 0660004701
Re:	La Cuentista Subdivision Unit II
Re:	Easement Document for Review and Approval

To: Pam Lujan
Design Review
Plaza Del Sol
Alb NM 87102

Attn: **Pam Lujan**

WE ARE SENDING YOU ☑ Attached ☐ Under Separate Cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

Copies	Date	Pages/Sheets	Description
1	5-24-07		Original – Easement (Required for Plat approval)

THESE ARE TRANSMITTED AS CHECKED BELOW:

☑ For approval/signature ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Return _____ copies ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____, 20___ ☐ PRINTS ON LOAN – RETURN TO WC*EA* AFTER BID

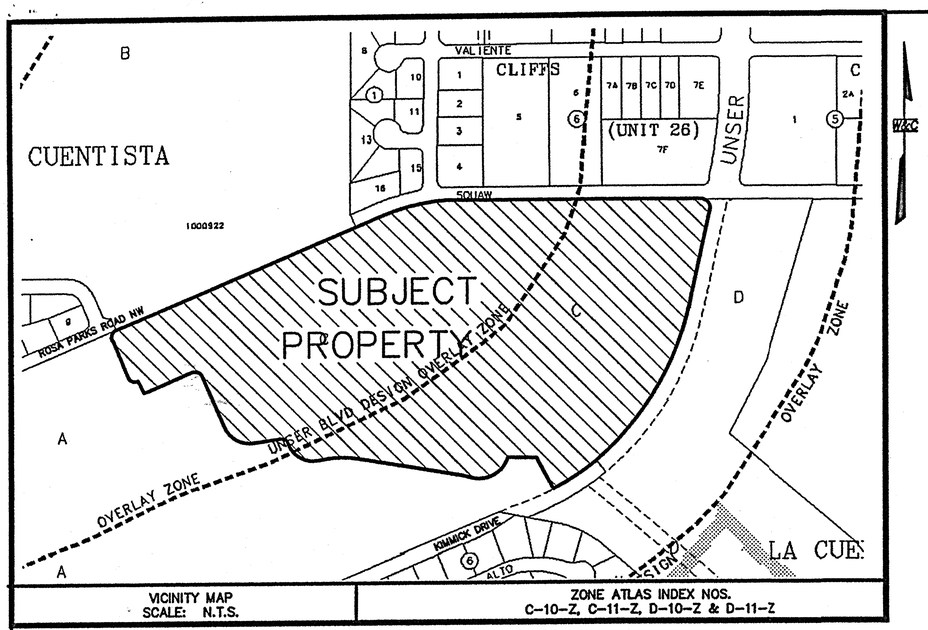
Remarks: Pam – Please call if you or Kevin have any questions. Thank you. Kristine

COPY TO: _____
_____
_____

SIGNED: Kristine Susco

RECEIVED BY: _____

DATE: _____



VICINITY MAP
SCALE: N.T.S.

ZONE ATLAS INDEX NOS.
C-10-Z, C-11-Z, D-10-Z & D-11-Z

SUBDIVISION DATA:

TOTAL NO. OF LOTS EXISTING 1 ZONE ATLAS INDEX NO. C-10, C-11, D-10, & D-11

TOTAL NO. OF LOTS CREATED 150 TOTAL NO. OF TRACTS CREATED 12

GROSS SUBDIVISION ACREAGE 35.4714 ACRES

TALOS LOG NO. 2006- TOTAL MILES OF STREETS CREATED 1.2924 MI (FULL WIDTH)

CURRENT ZONING SU2-SRSL DATE OF SURVEY JUNE 2001 & OCTOBER 2003

GENERAL NOTES:

1. ACS CONTROL STATION "8-C10, 1986" DATA:
3-1/4" ALUMINUM CAP SET FLUSH IN THE LAVA OUTCROP
NEW MEXICO STATE PLANE GRID COORDINATES (CENTRAL ZONE)
X= 361,860.83, Y= 1,521,476.37, ELEV.=5390.130 (SLD 1929)
GROUND TO GRID FACTOR = 0.9996640, DELTA ALPHA = (-)00°15'59", NAD 1927

2. ACS CONTROL STATION "ACS SC 15|14 / 22|23" DATA:
2-1/2" USGLO BRASS TABLET STAMPED "T11N, R2E, S15, S14, S22, S23, 1911"
RIVETED TO A 2" IRON PIPE SET IN CONCRETE PROJECTING 1 FT.
ABOVE THE GROUND.
NEW MEXICO STATE PLANE GRID COORDINATES (CENTRAL ZONE)
X= 362,716.29, Y= 1,519,036.59, ELEV.=5310.98 (SLD 1929)
GROUND TO GRID FACTOR = 0.9996676, DELTA ALPHA = (-)00°15'53", NAD 1927

3. FIELD SURVEY PERFORMED JUNE 2001 AND OCTOBER 2003.

4. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS BASED ON A LINE FROM "8-C10" TO "ACS SC 15-23". BEARING = S.19°19'20"E.

5. ALL DISTANCES ARE GROUND DISTANCES.

6. CORNERS IDENTIFIED AS "SET", ARE 5/8" REBAR WITH CAP STAMPED "CSC PS 14733" AND SHOWN AS, —⊟—, UNLESS OTHERWISE INDICATED.

7. ALL INTERIOR LOT CORNERS WILL BE SET WITH COMPLETION OF INFRASTRUCTURE.

8. THERE IS TO BE A MINIMUM RESIDENTIAL LOT SIZE REQUIREMENT OF 6600 SQUARE FEET. (THIS DOES NOT APPLY TO THE TRACTS SHOWN HEREON.)

9. MANHOLES WILL BE OFFSET AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY, STREET INTERSECTIONS, AND ALL OTHER ANGLE POINTS TO ALLOW USE OF CENTERLINE MONUMENTATION.

10. STREET CENTERLINE MONUMENTATION SHALL BE INSTALLED AT ALL STREET PC'S, PT'S, ANGLE POINTS AND STREET INTERSECTIONS AS SHOWN THUS: △ ,AND WILL BE MARKED BY A FOUR INCH (4") ALUMINUM CAP STAMPED "CITY OF ALBUQUERQUE MONUMENTATION, DO NOT DISTURB, PS#14733."

11. THE PRIVATE ACCESS EASEMENT, PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE HEREON, IS TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, IT'S SUCCESSORS AND ASSIGNS.

LAYOUT NAME: Sheet 1
DRAWING NAME: 0660004701 Amended Pre-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Preliminary Plat

AMENDED PRELIMINARY PLAT
LA CUENTISTA SUBDIVISION, UNIT II

WITHIN SECTIONS 15, 22 & 23
T.11N., R.2 E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2007

PROJECT NUMBER: 1005182

APPLICATION NUMBER:

PURPOSE OF PLAT:

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE EXISTING TRACT C INTO 150 LOTS AND 12 TRACTS TO BE DESIGNATED AS BLANKET PUBLIC DRAINAGE EASEMENTS, BLANKET PEDESTRIAN ACCESS EASEMENTS, OPEN SPACE, AND/OR PRIVATE STREETS, ALL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, GRANT ADDITIONAL EASEMENTS AND DEDICATE RIGHT OF WAY.

LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND SITUATE WITHIN SECTIONS 15, 22 AND 23, TOWNSHIP 11 NORTH, RANGE 2 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, BEING DESCRIBED AS **TRACT C** OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON SAID BULK LAND PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON JANUARY 7, 2004, IN BOOK: 2004C, PAGE: 7; SAID TRACT CONTAINING **35.4714 ACRES** (1,545,132.34 SQ. FT.) MORE OR LESS.

FREE CONSENT AND DEDICATION:

THE SUBDIVISION HEREON DESCRIBED AND NOW COMPRISING LA CUENTISTA SUBDIVISION, UNIT II IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) AND SAID UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) DO HERBY GRANT ADDITIONAL EASEMENTS, AS SHOWN HEREON AND DEDICATE ADDITIONAL RIGHT-OF-WAY FOR ROSA PARKS ROAD NW AND KIMMICK DR NW AS SHOWN HEREON, TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE WITH WARRANTY COVENANTS AND DO HEREBY REPRESENT THAT THEY ARE SO AUTHORIZED TO ACT. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

IN ADDITION:

1. TRACT 12 AS SHOWN HEREON IS CREATED AS A PRIVATE ROADWAYS TRACT TO BE CONVEYED TO LA CUENTISTA UNIT II HOMEOWNER'S ASSOCIATION, INC. (SEE LIST BELOW). SAID TRACT 12 WILL BE MAINTAINED BY LA CUENTISTA UNIT II HOMEOWNER'S ASSOCIATION, INC.
2. WITHIN TRACT 12 AS SHOWN HEREON, A PUBLIC DRAINAGE, SANITARY SEWER AND WATER EASEMENT IS HEREBY GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT.
3. THE NAMED PUBLIC UTILITIES AS SHOWN AND ACKNOWLEDGED ON SHEET 3 SHALL HAVE THE RIGHT TO CROSS SAID PRIVATE STREETS (TRACT 12) AT THE LOCATIONS AS SHOWN ON THE APPROVED CONSTRUCTION PLANS, AND SHALL HAVE THE RIGHT TO REASONABLY ACCESS SAID CROSSINGS FOR MAINTENANCE PURPOSES.

BASIL WAY NW
BETONY WAY NW
BURDOCK WAY NW
BUCKTHORN TRAIL NW
GOLDENSEAL TRAIL NW
REDROOT TRAIL NW
RED CLOVER LANE NW
FIRETHORN LANE NW

Wilfred - please see Sheet 2 of 4

PROPERTY OWNER APPROVAL:

OWNER/PROPRIETOR OF LA CUENTISTA SUBDIVISION, UNIT II

BY: MICHAEL KNIGHT, MANAGING MEMBER
FOR: LA CUENTISTA II, LLC.
1015 CHELWOOD PARK BLVD NE
ALBUQUERQUE, NM 87112

5-21-07
DATE

APPROVED:

CITY SURVEYOR, ALBUQUERQUE, NM

5-22-07
DATE

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

SHEET 1 OF 4
WCI PROJ. NO. 0660004701

AMENDED PRELIMINARY PLAT
LA CUENTISTA SUBDIVISION, UNIT II

WITHIN SECTIONS 15, 22 & 23
T.11N., R.2 E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2007

AZUCENA PLACE, NW

VOLCANO CLIFFS SUBDIVISION UNIT 20 (11/15/1971, D4-174)

TRACT B OF THE CORRECTION PLAT OF THE BULK LAND PLAT LA CUENTISTA SUBDIVISION (1/07/2004, 2004C-7)

ADDITIONAL STREET RIGHT OF WAY DEDICATED TO CITY OF ALBUQUERQUE BY THIS PLAT (0.5091 AC.) (22,177.10 SQ.FT.)

USGS BRASS CAP STA. "8-C10, 1986" X=361,860.83 Y=1,521,476.37 "8-C10"

50' PERMANENT PUBLIC ROADWAY, DRAINAGE, WATER, AND SANITARY SEWER EASEMENT FILED: _____ BOOK _____ PAGE _____

N 15°19'52" E 2076.00' (TIE)

S 45°34'04" E 2216.90' (TIE)

TRACT 12 PRIVATE ROADWAYS SEE DEDICATION NOTES

CALLE PLAZA

58' Total row per sector plan

ADDITIONAL STREET RIGHT OF WAY DEDICATED TO CITY OF ALBUQUERQUE BY THIS PLAT

VOLCANO CLIFFS SUBDIVISION UNIT 26 (6/23/1971, D4-133)

ROSA PARKS RD

LA CUENTISTA SUBDIVISION UNIT 1A (11/13/2006, 2006C-349)

ALOE ROAD NW

BASIL WAY

BETONY WAY

REDROOT TRAIL

GOLDENSEAL TRAIL

RED CLOVER LANE

BUCKTHORN TRAIL

FIRETHORN LANE

TRACT 1

TRACT 2

TRACT 3

TRACT 4

TRACT 5

TRACT 6

TRACT 7

TRACT 8

TRACT 9

TRACT 12 PRIVATE STREETS SEE DEDICATION NOTES

"SC 15-23"

S80°52'41"E 1319.06' (TIE)

Row Transition Section

S22°44'54"E 202.91'

LA CUENTISTA SUBDIVISION, UNIT 1 (9/13/2006, 2006C-281)

TRACT 12 PRIVATE ROADWAYS SEE DEDICATION NOTES

CAMINO DE PAZ, NW

S80°28'44"E 386.47'

USGLO BRASS CAP T. 11 N. 15 14 22 23 R. 2 E. N.M.P.M.

N50°35'39"W 234.08' (TIE)

KIMMICK DRIVE NW

SEE SHEET 3 OF 4

TRACT 12 PRIVATE ROADWAYS SEE DEDICATION NOTES

EASEMENT KEY:

- (A) 10' PUE (GRANTED BY THIS PLAT)
- BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE (ALL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (C) 22' PRIVATE ACCESS EASEMENT FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) AND PUBLIC UTILITY EASEMENT (GRANTED BY THIS PLAT)
- (D) BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND PERMANENT MONUMENT / SIGN EASEMENT AND OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT) (SEE SHEET 3 OF 4)
- (E) 20' PUBLIC DRAINAGE EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (F) BLANKET PEDESTRIAN ACCESS EASEMENT (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT) (SEE SHEET 3 OF 4)
- (G) 25' PUBLIC WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)
- (H) 37.5' PUBLIC DRAINAGE, WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

ADDITIONAL STREET RIGHT OF WAY DEDICATED TO CITY OF ALBUQUERQUE BY THIS PLAT SEE SHEET 3 FOR AREA

LEGEND:

- △ SET CITY OF ALBUQUERQUE ℄ MONUMENT STAMPED "PS 14733".
- ⊟ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733", UNLESS OTHERWISE NOTED.
- ⊙ SET REBAR WITH CAP STAMPED "CROSHAW 14733".

100 0 50 100 200
(IN FEET)
1 inch = 100 ft.
GRAPHIC SCALE

VOLCANO CLIFFS SUBDIVISION, UNIT 22 (7/9/1975, D6-162)

RIGHT-OF-WAY DEDICATED TO THE CITY OF ALBUQUERQUE (9/13/2006, 2006C-281)

56' PERMANENT WATER, SANITARY SEWER AND ROADWAY EASEMENT (1/07/2004, 2004C-7)

50' PUBLIC DRAINAGE, WATER, SANITARY SEWER, ACCESS AND MAINTENANCE EASEMENT (1/07/2004, 2004C-7)

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

SHEET 2 OF 4
WCI PROJ. NO. 0660004701

LAYOUT NAME: Sheet 2
DRAWING NAME: 0660004701 Final-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Final Plat

AMENDED PRELIMINARY PLAT
LA CUENTISTA SUBDIVISION, UNIT II

WITHIN SECTIONS 15, 22 & 23
T.11N., R.2 E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2007

EASEMENT KEY:

Ⓐ 10' PUE (GRANTED BY THIS PLAT)

BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND OPEN SPACE (ALL TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

Ⓒ 22' PRIVATE ACCESS FOR THE BENEFIT OF THE HOMEOWNER'S ASSOCIATION (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) AND PUBLIC UTILITY EASEMENT (GRANTED BY THIS PLAT)

Ⓓ BLANKET PUBLIC DRAINAGE AND BLANKET PEDESTRIAN ACCESS EASEMENT AND PERMANENT MONUMENT / SIGN EASEMENT AND OPEN SPACE (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

Ⓔ 20' PUBLIC DRAINAGE EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

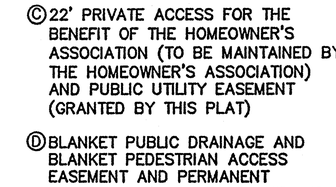
Ⓕ BLANKET PEDESTRIAN ACCESS EASEMENT (TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION) (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

Ⓖ 25' PUBLIC WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

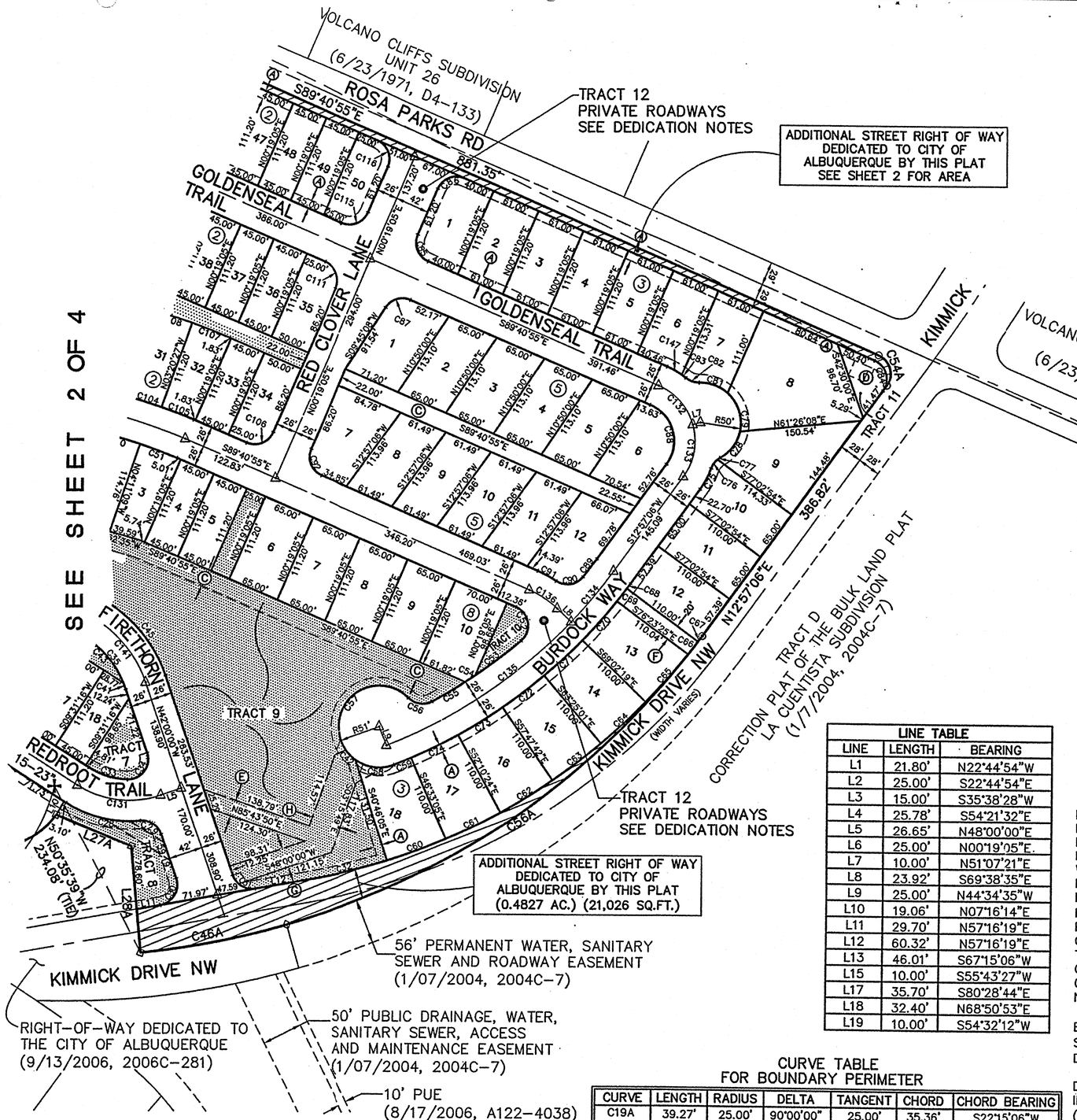
Ⓗ 37.5' PUBLIC DRAINAGE, WATER AND SANITARY SEWER EASEMENT (GRANTED TO THE CITY OF ALBUQUERQUE BY THIS PLAT)

LEGEND:

- △ SET CITY OF ALBUQUERQUE ℄ MONUMENT STAMPED "PS 14733".
- ⊣ FOUND 5/8" REBAR WITH CAP STAMPED "CROSHAW 14733", UNLESS OTHERWISE NOTED.
- ⊙ SET REBAR WITH CAP STAMPED "CROSHAW 14733".



GRAPHIC SCALE



PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PNM ELECTRIC SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICE.

B. PNM GAS SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.

C. QWEST COMMUNICATIONS FOR INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO GROUND PEDESTALS AND CLOSURES.

D. COMCAST CABLE FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE TV SERVICE.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, MODIFY, RENEW, OPERATE, AND MAINTAIN FACILITIES FOR THE PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN FEET (10') IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE FEET (5') ON EACH SIDE.

DISCLAIMER
IN APPROVING THIS PLAT, PNM ELECTRIC SERVICES AND GAS SERVICES (PNM) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM DOES NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS TO WHICH IT MAY BE ENTITLED.

LINE TABLE FOR BOUNDARY PERIMETER

LINE	LENGTH	BEARING
L8A	50.00'	S27°02'14"E
L25A	100.76'	N81°42'18"E
L26A	10.78'	N78°13'19"E
L27A	101.64'	N90°00'00"E
L28A	132.70'	N28°20'37"W
L68A	166.35'	N67°15'06"E

TRACTS AREA TABLE

TRACT	SQUARE FEET	ACRES
1	8,091 sq. ft.	0.1857 Ac.
2	19,708 sq. ft.	0.4524 Ac.
3	12,147 sq. ft.	0.2788 Ac.
4	55,923 sq. ft.	1.2838 Ac.
5	3,159 sq. ft.	0.0725 Ac.
6	28,174 sq. ft.	0.6467 Ac.
7	4,276 sq. ft.	0.0981 Ac.
8	6,574 sq. ft.	0.1509 Ac.
9	97,910 sq. ft.	2.2477 Ac.
10	2,342 sq. ft.	0.0537 Ac.
11	2,673 sq. ft.	0.0613 Ac.

LINE TABLE

LINE	LENGTH	BEARING
L1	21.80'	N22°44'54"W
L2	25.00'	S22°44'54"E
L3	15.00'	S35°38'28"W
L4	25.78'	S54°21'32"E
L5	26.65'	N48°00'00"E
L6	25.00'	N00°19'05"E
L7	10.00'	N51°07'21"E
L8	23.92'	S69°38'35"E
L9	25.00'	N44°34'35"W
L10	19.06'	N07°16'14"E
L11	29.70'	N57°16'19"E
L12	60.32'	N57°16'19"E
L13	46.01'	S67°15'06"W
L15	10.00'	S55°43'27"W
L17	35.70'	S80°28'44"E
L18	32.40'	N68°50'53"E
L19	10.00'	S54°32'12"W

CURVE TABLE FOR BOUNDARY PERIMETER

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C19A	39.27'	25.00'	90°00'00"	25.00'	35.36'	S22°15'06"W
C20A	41.14'	25.00'	94°17'20"	26.95'	36.65'	S69°53'34"E
C46A	184.98'	972.00'	10°54'14"	92.77'	184.70'	N56°12'16"E
C53A	288.47'	716.54'	23°04'00"	146.22'	286.53'	S78°47'05"W
C54A	44.78'	25.00'	102°38'00"	31.22'	39.03'	N38°21'55"W
C55A	28.07'	375.00'	04°17'20"	14.04'	28.06'	N65°06'26"E
C56A	641.28'	972.00'	37°48'04"	332.80'	629.71'	N31°51'08"E
C57A	39.27'	25.00'	90°00'00"	25.00'	35.36'	S67°44'54"E
C58A	131.85'	100.00'	75°32'48"	77.49'	122.51'	S60°31'18"E
C59A	34.19'	25.00'	78°21'34"	20.37'	31.59'	S59°06'55"E
C60A	142.84'	100.00'	81°50'33"	86.69'	131.00'	S60°51'24"E
C61A	139.40'	375.00'	21°17'57"	70.52'	138.60'	N88°52'18"E
C62A	23.74'	175.00'	7°46'17"	11.89'	23.72'	S76°35'36"E
C63A	165.32'	100.00'	94°43'17"	108.60'	147.13'	N59°55'54"E

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

LAYOUT NAME: Sheet 3
DRAWING NAME: 0660004701 Final-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Final Plat

AMENDED PRELIMINARY PLAT
LA CUENTISTA SUBDIVISION, UNIT II

WITHIN SECTIONS 15, 22 & 23
T.11N., R.2 E., N.M.P.M.
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
MAY, 2007

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	3.01'	25.00'	6°53'32"	1.51'	3.01'	S26°11'40"E
C2	39.27'	25.00'	90°00'00"	25.00'	35.36'	S22°15'06"W
C3	7.28'	25.00'	16°41'08"	3.67'	7.25'	N75°35'40"E
C4	6.45'	51.00'	7°15'00"	3.23'	6.45'	S80°18'44"W
C5	49.28'	51.00'	55°21'34"	26.75'	47.38'	S49°00'27"W
C6	49.49'	51.00'	55°36'13"	26.89'	47.57'	S06°28'27"E
C7	39.27'	25.00'	90°00'00"	25.00'	35.36'	N67°44'54"W
C8	39.27'	25.00'	90°00'00"	25.00'	35.36'	N22°15'06"E
C9	44.78'	94.00'	27°17'44"	22.82'	44.36'	N80°53'57"E
C10	2.08'	94.00'	1°16'00"	1.04'	2.08'	S84°49'11"E
C11	35.82'	25.00'	82°05'19"	21.77'	32.83'	S43°08'32"E
C12	177.88'	51.00'	199°50'25"	291.61'	100.48'	S77°58'55"W
C13	12.04'	25.00'	27°35'22"	6.14'	11.92'	S73°17'18"E
C14	6.38'	146.00'	2°30'12"	3.19'	6.38'	S60°44'43"E
C15	45.00'	146.00'	17°39'35"	22.68'	44.82'	S70°49'36"E
C16	45.00'	146.00'	17°39'35"	22.68'	44.82'	S88°29'11"E
C17	39.32'	146.00'	15°25'55"	19.78'	39.21'	N74°58'03"E
C18	35.26'	25.00'	80°48'57"	21.28'	32.41'	S72°20'26"E
C19	73.02'	176.00'	23°46'12"	37.04'	72.49'	S43°49'03"E
C20	47.22'	176.00'	15°22'20"	23.75'	47.08'	S63°23'19"E
C21	28.89'	176.00'	9°24'15"	14.48'	28.85'	S75°46'37"E
C22	45.76'	375.00'	6°59'28"	22.91'	45.73'	S89°17'33"W
C23	44.07'	375.00'	6°39'59"	22.06'	44.04'	N83°50'44"W
C24	19.60'	175.00'	6°25'04"	9.81'	19.59'	N77°16'12"W
C25	4.13'	175.00'	1°21'13"	2.07'	4.13'	N73°23'04"W
C26	41.29'	100.00'	23°39'33"	20.94'	41.00'	S84°32'14"E
C27	124.03'	100.00'	71°03'44"	71.41'	116.23'	N48°06'08"E
C28	96.51'	146.00'	37°52'26"	50.09'	94.76'	N80°35'03"E
C29	33.32'	25.00'	76°21'10"	19.66'	30.90'	N80°10'35"W
C30	43.32'	25.00'	99°16'19"	29.41'	38.10'	N07°38'09"E
C31	35.22'	25.00'	80°43'41"	21.25'	32.38'	S82°21'51"E
C32	108.40'	772.46'	8°02'24"	54.29'	108.30'	N53°15'07"E
C33	50.63'	94.00'	30°51'36"	25.94'	50.02'	N84°05'28"E
C34	48.29'	25.00'	110°39'40"	36.15'	41.12'	N13°19'50"E
C35	83.28'	124.00'	38°28'44"	43.28'	81.72'	N61°14'22"W
C36	171.45'	176.00'	55°48'55"	93.22'	164.75'	S52°34'17"E
C37	39.27'	25.00'	90°00'00"	25.00'	35.36'	N67°44'54"W
C38	47.52'	25.00'	108°54'29"	34.99'	40.68'	S12°47'51"W
C39	78.01'	124.00'	36°02'48"	40.35'	76.73'	S59°40'47"E
C40	6.01'	124.00'	2°46'33"	3.00'	6.01'	S79°05'27"E
C41	8.27'	124.00'	3°49'22"	4.14'	8.27'	N43°54'41"W
C42	43.72'	51.00'	49°06'50"	23.30'	42.39'	S65°28'07"E
C43	75.00'	124.00'	34°39'22"	38.69'	73.86'	N63°09'03"W
C44	5.88'	176.00'	1°54'55"	2.94'	5.88'	S23°42'22"E
C45	118.20'	176.00'	38°28'44"	61.43'	115.99'	N61°14'22"W
C46	113.65'	124.00'	52°30'52"	61.17'	109.72'	S54°13'18"E
C47	11.29'	124.00'	5°12'58"	5.65'	11.28'	S25°21'23"E
C48	43.40'	25.00'	99°27'30"	29.51'	38.15'	S26°58'51"W
C49	43.91'	624.00'	4°01'53"	21.96'	43.90'	S78°43'32"W
C50	55.25'	624.00'	5°04'22"	27.64'	55.23'	S83°16'40"W
C51	49.05'	624.00'	4°30'14"	24.54'	49.04'	S88°03'58"W
C52	50.47'	25.00'	115°40'16"	39.75'	42.33'	N31°50'47"W
C53	71.91'	610.46'	6°44'57"	36.00'	71.87'	N29°21'50"E
C54	14.98'	610.46'	1°24'20"	7.49'	14.98'	N33°26'28"E
C55	47.27'	610.46'	4°26'13"	23.65'	47.26'	N36°21'44"E
C56	32.05'	25.00'	73°27'12"	18.65'	29.90'	N75°18'27"E
C57	169.14'	51.00'	190°01'05"	581.88'	101.61'	S17°01'30"W
C58	50.37'	51.00'	56°35'33"	27.46'	48.35'	N73°43'11"E
C59	22.84'	662.46'	1°58'30"	11.42'	22.83'	N44°26'10"E
C60	77.97'	772.46'	5°47'00"	39.02'	77.94'	N46°20'25"E
C61	75.79'	772.46'	5°37'19"	37.93'	75.76'	N40°38'16"E
C62	75.79'	772.46'	5°37'19"	37.93'	75.76'	N35°00'57"E
C63	75.79'	772.46'	5°37'19"	37.93'	75.76'	N29°23'39"E
C64	75.79'	772.46'	5°37'19"	37.93'	75.76'	N23°46'20"E
C65	79.11'	772.46'	5°52'05"	39.59'	79.08'	N18°01'38"E
C66	20.00'	772.46'	1°29'01"	10.00'	20.00'	N14°21'06"E
C67	8.87'	772.46'	0°39'29"	4.44'	8.87'	N13°16'50"E
C68	7.61'	662.46'	0°39'29"	3.81'	7.61'	N13°16'50"E
C69	20.00'	662.46'	1°43'48"	10.00'	20.00'	N14°28'29"E
C70	65.00'	662.46'	5°37'18"	32.52'	64.97'	N18°09'02"E
C71	65.00'	662.46'	5°37'18"	32.53'	64.97'	N23°46'20"E
C72	65.00'	662.46'	5°37'19"	32.53'	64.97'	N29°23'39"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C73	65.00'	662.46'	5°37'18"	32.53'	64.97'	N35°00'57"E
C74	65.00'	662.46'	5°37'19"	32.53'	64.97'	N40°38'16"E
C75	29.09'	101.00'	16°30'11"	14.65'	28.99'	N04°42'01"E
C76	13.79'	25.00'	31°36'04"	7.07'	13.61'	S12°14'57"W
C77	4.08'	25.00'	9°20'37"	2.04'	4.07'	S32°43'18"W
C78	42.10'	50.00'	48°14'21"	22.39'	40.86'	N13°16'26"E
C79	29.09'	50.00'	33°20'04"	14.97'	28.68'	N27°30'47"W
C80	23.78'	50.00'	27°14'43"	12.12'	23.55'	N57°48'10"W
C81	38.16'	50.00'	43°43'22"	20.06'	37.24'	S86°42'47"W
C82	17.87'	25.00'	40°56'41"	9.33'	17.49'	N85°19'26"E
C83	6.60'	101.00'	3°44'44"	3.30'	6.60'	N76°04'35"W
C84	44.78'	25.00'	102°38'01"	31.22'	39.03'	N38°21'55"W
C85	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°40'55"E
C86	39.27'	25.00'	90°00'00"	25.00'	35.36'	S45°19'05"W
C87	35.15'	25.00'	80°33'57"	21.19'	32.33'	S50°02'07"W
C88	87.77'	49.00'	102°38'01"	61.20'	76.50'	N38°21'55"W
C89	28.26'	610.46'	2°39'09"	14.13'	28.26'	N14°16'40"E
C90	37.07'	25.00'	84°57'29"	22.89'	33.77'	N58°05'00"E
C91	26.10'	146.00'	10°14'39"	13.09'	26.07'	N84°33'35"W
C92	39.27'	25.00'	90°00'00"	25.00'	35.36'	S44°40'55"E
C93	3.01'	25.00'	6°53'31"	1.51'	3.01'	N19°18'09"W
C94	39.27'	25.00'	90°00'00"	25.00'	35.36'	N67°44'54"W
C95	41.40'	51.00'	46°30'22"	21.91'	40.27'	N89°29'43"W
C96	181.13'	51.00'	203°29'19"	245.31'	99.86'	N35°30'07"E
C97	1.18'	25.00'	2°42'09"	0.59'	1.18'	N44°06'17"W
C98	29.36'	25.00'	67°17'32"	16.64'	27.70'	S79°06'08"E
C99	35.15'	25.00'	80°33'58"	21.19'	32.33'	N26°58'07"E
C100	39.27'	25.00'	90°00'00"	25.00'	35.36'	S67°44'54"E
C101	90.43'	676.00'	7°39'53"	45.28'	90.36'	S71°23'05"W
C102	45.00'	676.00'	3°48'51"	22.51'	44.99'	S77°07'26"W
C103	45.00'	676.00'	3°48'51"	22.51'	44.99'	S80°56'17"W
C104	45.00'	676.00'	3°48'51"	22.51'	44.99'	S84°45'08"W
C105	43.17'	676.00'	3°39'32"	21.59'	43.16'	S88°29'19"W
C106	39.27'	25.00'	90°00'00"	25.00'	35.36'	N45°19'05"E
C107	50.27'	787.20'	3°39'32"	25.14'	50.26'	S88°29'19"W
C108	52.40'	787.20'	3°48'51"	26.21'	52.39'	S84°45'08"W
C109	52.40'	787.20'	3°48'51"	26.21'	52.39'	S80°56'17"W
C110	52.40'	787.20'	3°48'51"	26.21'	52.39'	S77°07'26"W
C111	39.27'	25.00'	90°00'00"	25.00'	35.36'	N44°40'55"W
C112	38.52'	51.00'	43°16'38"	20.23'	37.61'	S68°40'46"W
C113	135.88'	51.00'	152°39'20"	209.65'	99.11'	S29°17'13"E
C114	48.12'	51.00'	54°03'43"	26.02'	46.36'	N47°21'15"E
C115	39.27'	25.00'	90°00'00"	25.00'	35.36'	N45°19'05"E
C116	39.27'	25.00'	90°00'00"	25.00'	35.36'	N44°40'55"W
C117	0.48'	708.54'	0°02'20"	0.24'	0.48'	N89°42'05"W
C118	45.03'	708.54'	3°38'30"	22.52'	45.02'	S88°27'30"W
C119	45.22'	708.54'	3°39'23"	22.62'	45.21'	S84°48'34"W
C120	80.18'	708.54'	6°29'01"	40.13'	80.14'	S79°44'21"W
C121	88.14'	708.54'	7°07'38"	44.12'	88.08'	S72°56'02"W
C122	26.20'	708.54'	2°07'07"	13.10'	26.20'	S68°18'39"W
C123	36.26'	25.00'	83°06'29"	22.16'	33.17'	S25°41'51"W
C124	36.26'	25.00'	83°06'28"	22.16'	33.17'	N71°11'40"W
C125	23.18'	25.00'	53°07'49"	12.50'	22.36'	S38°57'34"W
C126	15.33'	25.00'	35°08'33"	7.92'	15.09'	S05°10'37"E
C127	87.98'	100.00'	50°24'32"	47.07'	85.17'	N47°57'10"W
C128	43.87'	100.00'	25°08'16"	22.30'	43.52'	N85°43'34"W
C129	49.58'	375.00'	7°34'30"	24.83'	49.54'	S82°00'34"W
C130	151.14'	150.00'	57°43'50"	82.69'	144.83'	S51°36'49"E
C131	107.91'	120.00'	51°31'16"	57.91'	104.31'	N73°45'38"E
C132	66.50'	75.00'	50°48'16"	35.62'	64.35'	N64°16'47"W
C133	67.84'	75.00'	51°49'44"	36.44'	65.55'	N12°57'47"W
C134	82.26'	636.46'	7°24'19"	41.19'	82.20'	N16°39'15"E
C135	278.45'	636.46'	25°04'00"	141.49'	276.23'	N32°53'25"E
C136	41.97'	120.00'	20°02'19"	21.20'	41.76'	N79°39'45"W
C137	214.20'	650.00'	18°52'54"	108.08'	213.24'	S80°52'38"W
C138	47.48'	650.00'	4°11'06"	23.75'	47.47'	S69°20'39"W
C139	151.14'	150.00'	57°43'50"	82.69'	144.83'	S51°36'49"E
C140	129.85'	51.00'	145°52'40"	166.18'	97.51'	N72°47'07"E
C141	100.74'	150.00'	38°28'44"	52.35'	98.85'	N61°14'22"W
C145	29.41'	25.00'	67°24'19"	16.67'	27.74'	S33°32'56"W
C146	30.54'	25.00'	69°59'41"	17.50'	28.68'	S55°19'15"W
C147	20.68'	101.00'	11°43'58"	10.38'	20.65'	N83°48'56"W
C148	122.29'	120.00'	58°23'23"	67.05'	117.07'	S83°33'13"E
C149	3.55'	676.00'	0°18'02"	1.77'	3.55'	S67°24'07"W
C150	57.99'	51.00'	65°08'42"	32.58'	54.91'	S54°30'38"E

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
1	1	7,740	0.1777
1	2	4,980	0.1143
1	3	4,984	0.1144
1	4	5,004	0.1149
1	5	5,004	0.1149
1	6	5,004	0.1149
1	7	5,004	0.1149
1	8	5,004	0.1149
1	9	5,004	0.1149
1	10	5,004	0.1149
1	11	5,004	0.1149
1	12	5,426	0.1246
2	1	5,426	0.1246
2	2	5,004	0.1149
2	3	5,004	0.1149
2	4	5,004	0.1149
2	5	5,004	0.1149
2	6	5,004	0.1149
2	7	5,004	0.1149
2	8	5,004	0.1149
2	9	5,004	0.1149
2	10	5,186	0.1191
2	11	4,978	0.1143
2	12	5,004	0.1149
2	13	5,004	0.1149
2	14	5,004	0.1149
2	15	5,004	0.1149
2	16	5,004	0.1149
2	17	5,004	0.1149
2	18	6,666	0.1530
2	19	6,525	0.1498
2	20	5,994	0.1376
2	21	5,994	0.1376
2	22	5,994	0.1376
2	23	5,994	0.1376
2	24	5,994	0.1376
2	25	5,994	0.1376
2	26	5,994	0.1376
2	27	5,994	0.1376
2	28	5,994	0.1376
2	29	5,416	0.1243
2	30	5,416	0.1243
2	31	5,416	0.1243
2	32	5,399	0.1239
2	33	5,004	0.1149
2	34	5,426	0.1246
2	35	5,426	0.1246
2	36	5,004	0.1149
2	37	5,004	0.1149
2	38	5,004	0.1149
2	39	5,004	0.1149
2	40	5,358	0.1230
2	41	7,123	0.1635
2	42	6,288	0.1444
2	43	6,026	0.1383
2	44	4,851	0.1114
2	45	4,982	0.1144
2	46	5,004	0.1149
2	47	5,004	0.1149
2	48	5,004	0.1149
2	49	5,004	0.1149
2	50	5,292	0.1215
3	1	6,960	0.1598
3	2	6,783	0.1557
3	3	6,783	0.1557
3	4	6,783	0.1557
3	5	6,783	0.1557
3	6	6,798	0.1561
3	7	6,817	0.1565
3	8	14,358	0.3296
3	9	10,550	0.2422
3	10	7,256	0.1666
3	11	7,150	0.1641
3	12	7,220	0.1657
3	13	7,926	0.1820
3	14	7,744	0.1778
3	15	7,744	0.1778
3	16	7,744	0.1778
3	17	7,744	0.1778
3	18	8,251	0.1894

LOT AREA TABLE			
BLOCK	LOT	SQUARE FEET	ACRES
4	1	5,004	0.1149
4	2	5,004	0.1149
4	3	5,004	0.1149
4	4	5,004	0.1149
4	5	5,004	0.1149
4	6	5,426	0.1246
4	7	6,113	0.1403
4	8	5,994	0.1376
4	9	6,525	0.1498
5	1	7,947	0.1824
5	2	7,228	0.1659
5	3	7,228	0.1659
5	4	7,228	0.1659
5	5	7,228	0.1659
5	6	7,234	0.1661
5	7	7,907	0.1815
5	8	6,838	0.1570
5	9	6,838	0.1570
5	10	6,838	0.1570
5	11	6,838	0.1570
5	12	7,340	0.1685
6	1	10,110	0.2321
6	2	6,382	0.1465
6	3	6,485	0.1489
6	4	5,034	0.1156
6	5	5,004	0.1149
6	6	5,433	0.1247
6	7	5,170	0.1187
6	8	5,281	0.1212
6	9	5,282	0.1213
6	10	5,042	0.1157
6	11	5,004	0.1149
6	12	5,004	0.1149
6	13	5,004	0.1149
6	14	5,004	0.1149
6	15	5,004	0.1149
6	16	5,004	0.1149
6	17	5,004	0.1149
6	18	5,004	0.1149
6	19	5,011	0.1150
6	20	5,074	0.1165
6	21	6,138	0.1409
7	1	5,908	0.1356
7	2	5,004	0.1149
7	3	5,004	0.1149
7	4	5,004	0.1149
7	5	5,004	0.1149
7	6	5,004	0.1149
7	7	5,004	0.1149
7	8	5,004	0.1149
7	9	5,426	0.1246
7	10	5,004	0.1149
7	11	5,004	0.1149
7	12	5,004	0.1149
7	13	5,004	0.1149
7	14	5,004	0.1149
7	15	5,004	0.1149
7	16	5,004	0.1149
7	17	5,004	0.1149
7	18	4,904	0.1126
8	1	6,609	0.1517
8	2	5,779	0.1327
8	3	5,606	0.1287
8	4	5,004	0.1149
8	5	5,004	0.1149
8	6	7,228	0.1659
8	7	7,228	0.1659
8	8	7,228	0.1659
8	9	7,228	0.1659
8	10	7,733	0.1775

WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO
87109
(505) 348-4000

SHEET 4 OF 4
WCI PROJ. NO. 0660004701

LAYOUT NAME: Sheet 4
DRAWING NAME: 0660004701 Final-Plat.dwg
NETWORK ADDRESS: X:\Public\PROJECTS\0660004701\S\Final Plat

ADDENDUM TO COVER PAG

6/19/07
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuesta #2 PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

6-18-07

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐☐☐☐	☐☐☐☐	
Procedure "B"	☐☐☐☐	☐☐☐☐	
Procedure "B" Modified Non Work Order	☐☐☐☐	☐☐☐☐	
Procedure "C"	☐☐☐☐	☐☐☐☐	
Procedure "C" Modified	☐☐☐☐	☐☐☐☐	
Special Agreement	☐☐☐☐	☐☐☐☐	
Sidewalk Deferral Agreement	☐☐☐☐	☐☐☐☐	
Amendment	☐☐☐☐	☐☐☐☐	
Assignment	☐☐☐☐	☐☐☐☐	
Financial Guarantee	☐☐☐☐	☐☐☐☐	
Construction Paperwork:			
Contractors Proposal	☐☐☐☐	☐☐☐☐	
Performance/Warranty Bonds	☐☐☐☐	☐☐☐☐	
Labor/Material Bonds	☐☐☐☐	☐☐☐☐	
Certificate of Insurance	☐☐☐☐	☐☐☐☐	
Engineers Cost Estimate	☐☐☐☐	☐☐☐☐	
Extension	☐☐☐☐	☐☐☐☐	
Release/Agreement	☐☐☐☐	☐☐☐☐	
Release/Financial Guarantee	☐☐☐☐	☐☐☐☐	
Calling Notice	☐☐☐☐	☐☐☐☐	
Letter of Commitment	☐☐☐☐	☐☐☐☐	
Reduction Letter	☐☐☐☐	☐☐☐☐	
License Agreement	☐☐☐☐	☐☐☐☐	
Monitoring Well Permit	☐☐☐☐	☐☐☐☐	
Agreement & Covenant	☐☐☐☐	☐☐☐☐	
Drainage Covenant	☐☐☐☐	☐☐☐☐	
Revocable Permit	☐☐☐☐	☐☐☐☐	
Encroachment	☐☐☐☐	☐☐☐☐	
Permanent Easement	☐☐☐☐	☐☐☐☐	
Temporary Easement	☐☐☐☐	☐☐☐☐	
Power of Attorney	☐☐☐☐	☐☐☐☐	
Certificate of Work Order Completion	☐☐☐☐	☐☐☐☐	
Certificate of Completion and Acceptance	☐☐☐☐	☐☐☐☐	
Grading & Drainage Certification	☐☐☐☐	☐☐☐☐	
Notice of Acceptance - Centerline Monu.	☐☐☐☐	☐☐☐☐	
Corporate Resolution	☐☐☐☐	☐☐☐☐	
Sidewalk Verif/Calc	☐☐☐☐	☐☐☐☐	

Other:

Please Call Pamela at 4-3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (_____)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project # 709784
CCN# 200701268

Contact Person Pamela Lujan

Type of Agreement: New Permanent Easement (Public Roadway, Drainage, Water & Sanitary Sewer)
Description / Project Name: La Cuentista, #2
Developer: Stan Diamond

Contract Amount $ NA SIA Contract Period: 6-2007 12-31-2026
Contract Amount $ _____ S/W Contract Period: _____ _____

DRAFT CONTRACT:
Rec d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div	5-31-07			5/31/07
Hydrology Div	5-31-07			5/31/07
Transportation Div	5-31-07	REJECTED WG	N/A	6-6-07
DRC Chairman	6-7-07	6-18-07		6-18-07
Legal Dept	6-18-07			6/19/07
City Engineer	6-20-07	6-20-07		6-20-07
PWD Director				
Finance				
County Clerk				
CAO				

6-7-07 9:40am Left Emitline Svsco @ 345-4191 & voice mail that NOT APPROVED 6-18-07 Attorney comments on expired easement Received new easement

DISTRIBUTION:

	Date:	By:
User Department.	6/25/07	DCL
Vendor		
City Clerk	6/25/07	LC
Treasury		
Other: _____		

FINANCIAL GUARANTY AMOUNT

03/06/2007

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

Project ID #: 709784, La Cuentista Unit II, Phase/Unit #: 1

Requested By: **Kristine Susco w/ Wilson & Co.**

Approved estimate amount:		$2,846,339.06
Contingency Amount:	10.00%	$284,633.91
Subtotal:		$3,130,972.97
NMGRT	6.875%	$215,254.39
Subtotal:		$3,346,227.36
Engineering Fee	6.60%	$220,851.01
Testing Fee	2.00%	$66,924.55
Subotal:		$3,634,002.95
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		$.00
TOTAL FINANCIAL GUARANTY REQUIRED		**$4,542,503.69**

APPROVAL: DATE:

3-6-2007

Notes: Certification for grading & drainage required prior to release of FG.
Wall & Landscaping Cert required prior to release of FG.

REQUEST FOR FINANCIAL GUARANTY REQUIREMENT

Date: 2-22-07 City Project Number: 709784 Map No.: C-10 & 11
*NOTE: Submit Package to the Master Scheduler to acquire Project Number and to log in computer.

Subdivision or Development Name: La Cuentista Subdivision – Unit II

Current Legal Description: Tract C of the Correction Plat of the Bulk Land Plat of La Cuentista Subdivision

Current DRB Case Number: 1005182

Developer: La Cuentista II, LLC.

Address: PO Box 51177, Albuquerque, NM 87112 Phone No.: (505) 299-1500
REQUESTOR: ____ Owner ____ Developer ___ A/E __X__ Other

Name: Kristine Susco
Company: Wilson & Company
Address: 4900 Lang Ave. NE, Albuquerque, NM 87109
Phone No.: (505)348-4000

RECEIVED
FEB 22 2007
DESIGN REVIEW

INFRASTRUCTURE:

__X__ Water __X__ Sanitary Sewer __X__ Paving __X__ Storm Drainage

__X__ Sidewalk Deferral _____ On-Site _____ Deferred __X__ Both

REQUIRED ATTACHMENTS:

1. Approved Infrastructure List
2. Engineers Estimate based on approved Preliminary Plat - this estimate is to be broken down for current or on-site work order, off-site (or deferred) and sidewalk deferral all on separate sheet.
3. Zone Map or Preliminary Plat showing location; w/ Overall Paving and Overall Utility if applicable.

NOTE: I the undersigned do fully understand that this Financial Guaranty is based on the estimate prepared by the Design Engineer and provided by the applicant and DOES NOT constitute an approval of the Construction Estimate by the Chairman. This estimate may or may not be the DRC approved estimate.

Name: (Printed) Kristine Susco Signature: Kristine Susco

FIGURE 7
La Cuentista Subdivision - Unit II
ENGINEER'S COST ESTIMATE
CITY PROJECT NO. 709784

709784

UNIT II IMPROVEMENT ESTIMATE FOR FINANCIAL GUARANTY
2/22/2007

**Prices are from COA bid tabs from 1998

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT	1998 UNIT PRICE	UNIT PRICE + 27%
		PAVING								
1	301.020	SUBGRADE PREP RES, 12"	$1.46	SY	46080	67,299.84			$1.15	$1.46
2	336.120	TACK COAT	$0.22	SY	35265	7,613.71			$0.17	$0.22
3	336.02X1	RES ASP CONC, TYPE C, 2-1 1/2" LIFTS	$7.80	SY	49958	389,562.49			$3.07	$3.90
4	336.02X2	RES ASP CONC, TYPE SP III, 1-4" LIFTS	$7.06	SY	20572	145,263.01			$2.78	$3.53
5	336.02X3	RES ASP CONC, TP SP III, 1-2 1/2" LIFT	$11.94	SY	10286	122,794.27			$4.70	$5.97
6	340.010	SDWK, 4", PCC (NON-DEFERRED)	$25.32	SY	4114	104,182.11			$19.94	$25.32
7	340.025	WLCHR ACC RAMP, 4" PCC	$592.35	EA	27	15,993.54			$466.42	$592.35
8	340.030	VLY GUT & CURB, PCC	$48.46	SY	869	42,114.52			$38.16	$48.46
9	340.050	C & G STD, PCC	$12.65	LF	14722	186,221.52			$9.96	$12.65
10	340.060	C & G MDN, PCC	$12.01	LF	676	8,121.60			$9.46	$12.01
11	341.010	AC CURB, M EXTD	$4.46	LF	3411	15,205.21			$3.51	$4.46
12	441.001	REF PLAS MRK 4"	$1.36	LF	3288	4,468.06			$1.07	$1.36
13	450.001	ALUM PANEL SIGN	$15.43	SF	131	2,021.40			$12.15	$15.43
14	450.010	SQ TB POST	$6.90	LF	293	2,020.56			$5.43	$6.90
		SUBTOTAL PAVING				**1,112,881.85**				
		STORM DRAIN								
15	701.110	TRCHG, BF & COMP 18"-36" SD, 8-12' D	$19.51	LF	3591	70,050.36			$15.36	$19.51
16	701.160	TRCHG, BF & COMP 42"-60" SD, 8-12' D	$31.88	LF	723	23,047.07			$25.10	$31.88
17	701.XXX	TRNCH ADD-ON FOR BASALT 18"-36"	$30.00	LF	3984	119,520.00				
18	701.XXX	TRNCH ADD-ON FOR BASALT 42"-48"	$30.00	LF	723	21,690.00				
19	910.005	18" RCP, III	$20.63	LF	487	10,046.81			$20.63	$26.20
20	910.009	24" RCP, III	$25.06	LF	1396	34,983.76			$25.06	$31.83
21	910.013	30" RCP, III	$33.82	LF	626	21,171.32			$33.82	$42.95
22	910.017	36" RCP, III	$42.46	LF	1082	45,941.72			$42.46	$53.92
23	910.019	42" RCP, III	$53.77	LF	350	18,819.50			$53.77	$68.29
24	910.021	48" RCP, III	$61.87	LF	288	17,818.56			$61.87	$78.57
25	910.023	54" RCP, III	$84.67	LF	85	7,196.95			$84.67	$107.53
26	910.XX4	OUTLET STRUCTURE	$7,000.00	EA	1	7,000.00				
27	910.XX6	LOW FLOW CHANNEL	$65.00	SY	70	4,550.00				
28	915.01X	CTH BSN, A, DWING	$3,575.00	EA	14	50,050.00				
29	915.030	CTH BSN, C, SG	$2,907.83	EA	2	5,815.66			$2,289.63	$2,907.83
30	915.040	CTH BSN, C, DG	$3,593.81	EA	10	35,938.08			$2,829.77	$3,593.81
31	920.070	MH, 4' DIA, C OR E, 6'-10' D	$1,782.56	EA	7	12,477.92			$1,403.59	$1,782.56
32	920.140	MH, 6' DIA, C OR E, 6'-10' D	$3,270.10	EA	15	49,051.46			$2,574.88	$3,270.10
33	920.210	MH, 8' DIA, C OR E, 6'-10' D	$5,812.99	EA	2	11,625.99			$4,577.16	$5,812.99
		SUBTOTAL STORM DRAIN				**566,795.15**				
		WATER								
34	701.XXX	TRNCH ADD-ON FOR BASALT	$30.00	LF	7593	227,790.00				
35	801.002	6" WL PIPE w/o FIT	$11.66	LF	1569	18,292.34			$9.18	$11.66
36	801.003	8" WL PIPE w/o FIT	$15.04	LF	4702	70,703.03			$11.84	$15.04
37	801.005	12" WL PIPE w/o FIT	$27.13	LF	3457	93,778.73			$21.36	$27.13
38	801.059	NONPRESS CONN, w/FIT, WL	$618.52	EA	2	1,237.03			$487.02	$618.52
39	801.065	DI FIT, MJ, 4-14", WL	$2.45	LBS	7580	18,579.34			$1.93	$2.45
40	801.081	6" GATE VALVE	$472.08	EA	17	8,025.43			$371.72	$472.08
41	801.082	8" GATE VALVE	$656.89	EA	10	6,568.95			$517.24	$656.89
42	801.084	12" GATE VALVE	$1,246.25	EA	4	4,985.00			$981.30	$1,246.25
43	801.105	VLV BOX A	$265.76	EA	31	8,238.57			$209.26	$265.76
44	801.113	FH, 4' BURY	$1,527.19	EA	8	12,217.50			$1,202.51	$1,527.19
45	801.11X	FH AIR RELEASE	$3,300.00	EA	5	16,500.00				
46	801.150	MJ REST GLND, 4"-8"	$63.49	EA	107	6,793.14			$49.99	$63.49
47	801.151	MJ REST GLND, 10"-12"	$124.54	EA	38	4,732.38			$98.06	$124.54
48	801.155	JNT REST HRNSS, 4"-8"	$100.74	EA	65	6,547.87			$79.32	$100.74
49	801.157	JNT REST HRNSS, 10"-12"	$207.92	EA	23	4,782.26			$163.72	$207.92
50	802.620	1" WTR SVC, SGL - IRRIGATION	$857.05	EA	2	1,714.09			$674.84	$857.05
51	802.760	3/4" NS WTR LN, SS, NWM	$652.88	EA	10	6,528.82			$514.08	$652.88
52	802.770	3/4" NS WTR LN, DS, NWM	$851.24	EA	70	59,587.00			$670.27	$851.24
		SUBTOTAL WATER				**577,601.49**				
		SANITARY SEWER								
53	701.010	TRCH, BF, 4"-15" SAS, <8'	$12.05	LF	4728	56,983.27			$9.49	$12.05
54	701.020	TRCH, BF, 4"-15" SAS, 8-12'	$14.74	LF	3390	49,984.53			$11.61	$14.74
55	701.XXX	TRNCH ADD-ON FOR BASALT	$30.00	LF	7446	223,380.00				
56	901.030	8" SAS PIPE	$12.00	LF	7952	95,424.00			$5.45	
57	905.030	4" SAS RISER	$16.68	LF	87	1,450.73			$13.13	$16.68
58	905.050	4" NEW SAS SVC	$574.09	EA	150	86,113.62			$452.04	$574.09
59	920.070	MH, 4' DIA, C OR E, 6'-10' D,	$1,761.03	EA	43	75,724.41			$1,386.64	$1,761.03
		SUBTOTAL SANITARY SEWER				**589,060.57**				
		SUBTOTAL CONSTRUCTION (UNIT II)				**2,846,339.06**				

FINANCIAL GUARANTY AMOUNT

03/06/2007

Type of Estimate: Sidewalk Deferral

Project Description:

Project ID #: 709784, La Cuentista Unit II, Phase/Unit #: 1

Requested By: **Kristine Susco w/ Wilson & Co.**

Approved estimate amount:		$107,042.58
NMGRT	6.875%	$7,359.18
Subtotal:		$114,401.76
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		**$143,002.20**

APPROVAL: DATE:

3-6-2007

Notes:

CITY PROJECT NO.709984
SHEET _____ OF _____

MAP NO. C-10 11

FIGURE 7
La Cuentista Subdivision - Unit II
ENGINEER'S COST ESTIMATE
CITY PROJECT NO. 709984

UNIT II - DEFERRED SIDEWALK ESTIMATE FOR FINANCIAL GUARANTY
2/22/2007

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT	1998 UNIT PRICE	UNIT PRICE + 27%
1	340.010	SDWK, 4", PCC (DEFERRED)	$25.32	SY	4227	$107,042.69			$19.94	$25.32
		SUBTOTAL DEFERRED SIDEWALK				**$107,042.69**				
		TOTAL (DEFERRED SIDEWALK)				**$107,042.69**				

Current DRC Project Number: ____

ORIGINAL

FIGURE 12

INFRASTRUCTURE LIST

"EXHIBIT A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

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

Date Submitted: 12/22/2006
Date Site Plan Approved: N/A
Date Preliminary Plat Approved: 1-31-07
Date Preliminary Plat Expires: 1-31-08
DRB Project No.: 1005182
DRB Application No.: 06 DRB-01731

LA CUENTISTA SUBDIVISION, UNIT II

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TRACT C OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
709784							/	/	/
			PAVING						
		One-half 34' F-F w/ 27' drivable surface	One-half 34' F-F w/ 24' drivable surface 5' Sidewalk North Side 1200 Lf x 27 ft = 32400 ft² = 3600 yd² P x 5 = 6000 ft² SW = 667 yd² SW	Kimmick Drive	Firethorn Drive	Rosa Parks Road	/	/	/
		One-half 34' F-F w/ 27' drivable surface	One-half 34' F-F w/ 24' drivable surface 5' Sidewalk South Side 2300 Lf x 27' = 62,100 = 6900 yd² P x 5 = 11500 ft² SW = 1278 yd² S	Rosa Parks Road	Aloe Road	Kimmick Drive	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides	Basil Court	Cul de Sac x 2 = 30,000 ft² = 3334 yd²	Redroot Road	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 500 x 30 = 15000 1 side x 5 = 2500 ft² SW	Betony Court	Redroot Road x 2 = 5000 ft² = 556 yd²	Cul de Sac	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
709784		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 1600 ft x 30 = 48000 ft² pave = 5333 yd² = 80 16000 ft² S/w = 1778 yd²	Buckthorn Place	Cul de Sac	Burdock Place	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 900 ft x 30 = 27000 ft² pave = 3000 yd² x 2 = 9000 ft² S/w = 1000 yd²	Goldenseal Place	Cul de Sac	Burdock Place	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides 1300 ft x 22 = 28600 ft² pave 3111 yd²	Redroot Road	Rosa Parks Road	Basil, Betony Court	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides 1300 x 10 = 13000 ft² S/w = ~~1445 yd²~~ 1200 2nd	Redroot Road	Basil, Betony Court	Firethorn Drive	/	/	/
		30' F-F	Res. Paving W/ C&G, 5' Sidewalk Both Sides 700 ft x 30 = 21000 pave = 2333 yd² 7000 S/w = 778 yd²	Firethorn Drive	Buckthorn Place	Redroot Road	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides	Firethorn Drive	Redroot Road	Kimmick Drive	/	/	/
		46' F-F w/1-20' F-F driveable lane, 1- 22' F-F driveable lane & Median	Res. Paving W/ C&G, 5' Sidewalk Both Sides 500 ft x 22 = 11000 ft² = 1222 yd² x 10 5000 ft² S/w = 556 yd²	Red Clover Street	Rosa Parks Road	Goldenseal Place	/	/	/
		30' F-F	Res. Paving W/ C&G, 5' Sidewalk Both Sides	Red Clover Street	Goldenseal Place	Buckthorn Place	/	/	/
		30' F-F	Res. Paving W/ C&G, *5' Sidewalk Both Sides, 5' Sidewalk Along Open Space 700 ft x 30 = 21000 ft² pave = 2333 yd² x 10 = 7000 ft² S/w = 778 yd²	Burdock Place	Goldenseal Place	Cul de Sac	/	/	/
		Street Lighting Per DPM		Throughout Subdivision			/	/	/

pave = 31166 yd²

S/w 3524

S/w dup 5312

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
7991784			**PAVING**				/	/	/
		20' F-F	Res. Paving 140 x 20 = 2800 ft2	Alley Block 7	Rear Lot 1	Rear Lot 4	/	/	/
		20' F-F	Res. Paving 100 x 20 = 2000 ft2	Alley Block 7	Rear Lot 7	Rear Lot 9	/	/	/
		20' F-F	Res. Paving 850 x 20 = 17000	Alley Block 8	Rear Lot 1	Rear Lot 10	/	/	/
		20' F-F	Res. Paving 300 x 20 = 6000	Alley Block 2	Rear Lot 41	Rear Lot 35	/	/	
		20' F-F	Res. Paving 0	Alley Block 2	Rear Lot 29	Rear Lot 34	/	/	/
		20' F-F	Res. Paving 400 x 20 8000	Alley Block 5	Rear Lot 1	Rear Lot 6	/	/	/
		20' F-F	Res. Paving 40 x 80	Alley Block 5	Rear Lot 12	Rear Lot 7	/	/	/

35000 / 9 ft² = 3977 ~ 4000 yd² paving

+ 31164 yd² (4000)

35166 yd²

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	709784		**WATER**						
		12" Dia.	Waterline W/ Appertenances 1000'	Kimmick Drive	Firethorn Drive	Rosa Parks Road	/	/	/
		12" Dia.	Waterline W/ Appertenances 1700 ft	Rosa Parks Road	Aloe Road	Kimmick Drive	/	/	/
		6" Dia.	Waterline W/ Appertenances 500'	Basil Court	Cul de Sac	Redroot Road	/	/	/
		6" Dia.	Waterline W/ Appertenances 500'	Betony Court	Redroot Road	Cul de Sac	/	/	/
		6" Dia.	Waterline W/ Appertenances 250'	Buckthorn Place	Cul de Sac	Redroot Road	/	/	/
		8" Dia.	Waterline W/ Appertenances 1250'	Buckthorn Place	Redroot Road	Burdock Place	/	/	/
		6" Dia.	Waterline W/ Appertenances 400	Goldenseal Place	Cul de Sac	Red Clover Street	/	/	/
		8" Dia.	Waterline W/ Appertenances 450	Goldenseal Place	Red Clover Street	Burdock Place	/	/	/
		8" Dia.	Waterline W/ Appertenances 1450'	Redroot Road	Rosa Parks Road	Firethorn Drive	/	/	/
		8" Dia.	Waterline W/ Appertenances 150	Firethorn Drive	100' North of Kimmick Drive	Kimmick Drive	/	/	/
		8" Dia.	Waterline W/ Appertenances 500	Red Clover Street	Rosa Parks Road	Buckthorn Place	/	/	/
		8" Dia.	Waterline W/ Appertenances 900'	Burdock Place & WL & SAS Easement	Goldenseal Place	Firethorn Drive	/	/	/
			HOA Irrigation Meter and HOA provided Landscape Maintenance by Agreement	Kimmick Drive Rosa Parks			/	/	/

12" - 2700'

8" - 4700

6" - 1650

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	709184		**SANITARY SEWER**				/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 500'	Basil Court	Cul de Sac	Redroot Road			
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 500'	Betony Court	Redroot Road	Cul de Sac	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 250'	Buckthorn Place	Cul de Sac	Burdock Place	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances	Goldenseal Place	Cul de Sac	Burdock Place	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances 1450'	Redroot Road	Rosa Parks Road	Firethorn Drive	/	/	/
		8" Dia.	Sanitary Sewer Gravity linesn W/ Appertenances 135'	Firethorn Drive	135' North of Kimmick Drive	Kimmick Drive	/	/	/
		8" Dia. 3885 ft	Sanitary Sewer Gravity linesn W/ Appertenances 150'	Red Clover Street	Rosa Parks Road	Goldenseal Place	/	/	/
		8" Dia.	Sanitary Sewer Gravity lines W/ Appertenances	Burdock Place & WL & SAS Easement 900'	Goldenseal Place	Firethorn Drive	/	/	/
			STORM SEWER				/	/	/
		24" Dia.	Storm Drain pipe W/Inlets 500'	Rosa Parks Road	Isect Redroot Road 190' West	Isect Redroot Road			
		24" Dia.	Storm Drain pipe W/Inlets 60'	Rosa Parks Road	Isect Redroot Road 330' East, 20' Stubout	Isect Redroot Road	/	/	/
		30",36",42",48",54" Dia.	Storm Drain pipe W/Inlets 30 - 800' 36" - 130' 42 - 630' ~~54 - 60~~ 24" 240' 30' - ~~160~~ 36" - 200' 24" - 410'	Redroot Road	Rosa Parks Road	Detention Pond in La Cuentista Unit 1 North of Kimmick Drive	/	/	/
		24",30",36" Dia.	Storm Drain pipe W/Inlets	SD Easement/ Goldenseal Place/ Burdock Place	Rosa Parks Road	Redroot Road			
		N/A	Inlet to Pond Structure				/	/	/

24" - 1210
30" - 660
36" - 830
42" - 630'
54" - 60'

A - 14
blC 5
C 7

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	709704		**STORM SEWER**				/	/	/
		24" Dia.	Storm Drain pipe W/Inlets	Basil Court	Isect Redroot Road	50' West			
							/	/	/
		24" Dia.	Storm Drain pipe W/Inlets	Betony Court	Isect Redroot Road	380' East	/	/	/
		24" Dia.	Storm Drain pipe W/ Inlets	Buckthorn Place	Isect Redroot Road	25' East	/	/	/
		24" Dia.	Storm Drain pipe W/ Inlets	Buckthorn Place	Isect Burdock Place	25' West			
							/	/	/
		36" Dia.	Storm Drain pipe W/Inlets	Firethorn Drive	190' North Kimmick Drive	Isect Redroot Road			

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer

NOTES

1. * Sidewalk to be Defered
2. Engineers Grading & Drainage Certification is required for release of Financial Guarantees & SIA.
3. Perimeter walls per DRB Approved Perimeter Wall Design
4. Wall and Landscaping Certification required prior to Financial Guarantee release

AGENT/OWNER

Kristine Susco (Agent)
NAME(print)

Wilson & Co., 4900 Lang Ave. NE. Albuquerque
NM 87109
FIRM

Kristine Susco 1-31-07
SIGNATURE

MAXIMUM TIME ALLOWED TO CONSTRUCT THE IMPROVEMENTS WITHOUT A DRB EXTENSION: _____

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

1-31-07
DRB CHAIR – date

Christina Sandoval 1/31/07
PARKS & GENERAL SERVICES – date

01/31/07
TRANSPORTATION DEVELOPMENT – date

AMAFCA – date

Roger A Green 1/31/07
UTILITY DEVELOPMENT – date

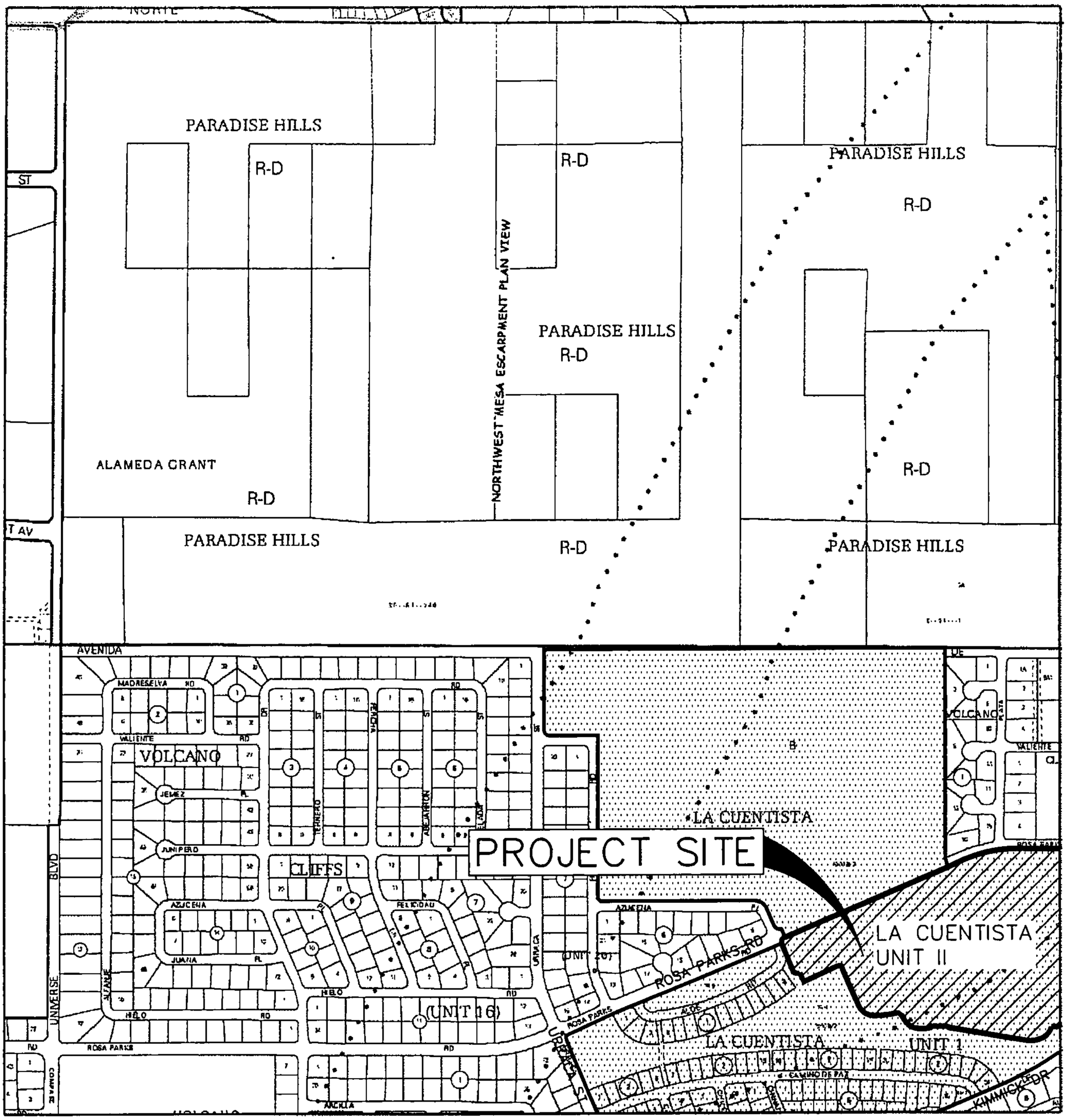
_____ - date

Bradley D. Brigham 1/31/07
CITY ENGINEER – date

_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER



For more current information and more details visit: http://www.cabq.gov/gis

Albuquerque Geographic Information System

Map amended through: 10/25/2006

Note: Grey Shading Represents Area Outside of the City Limits

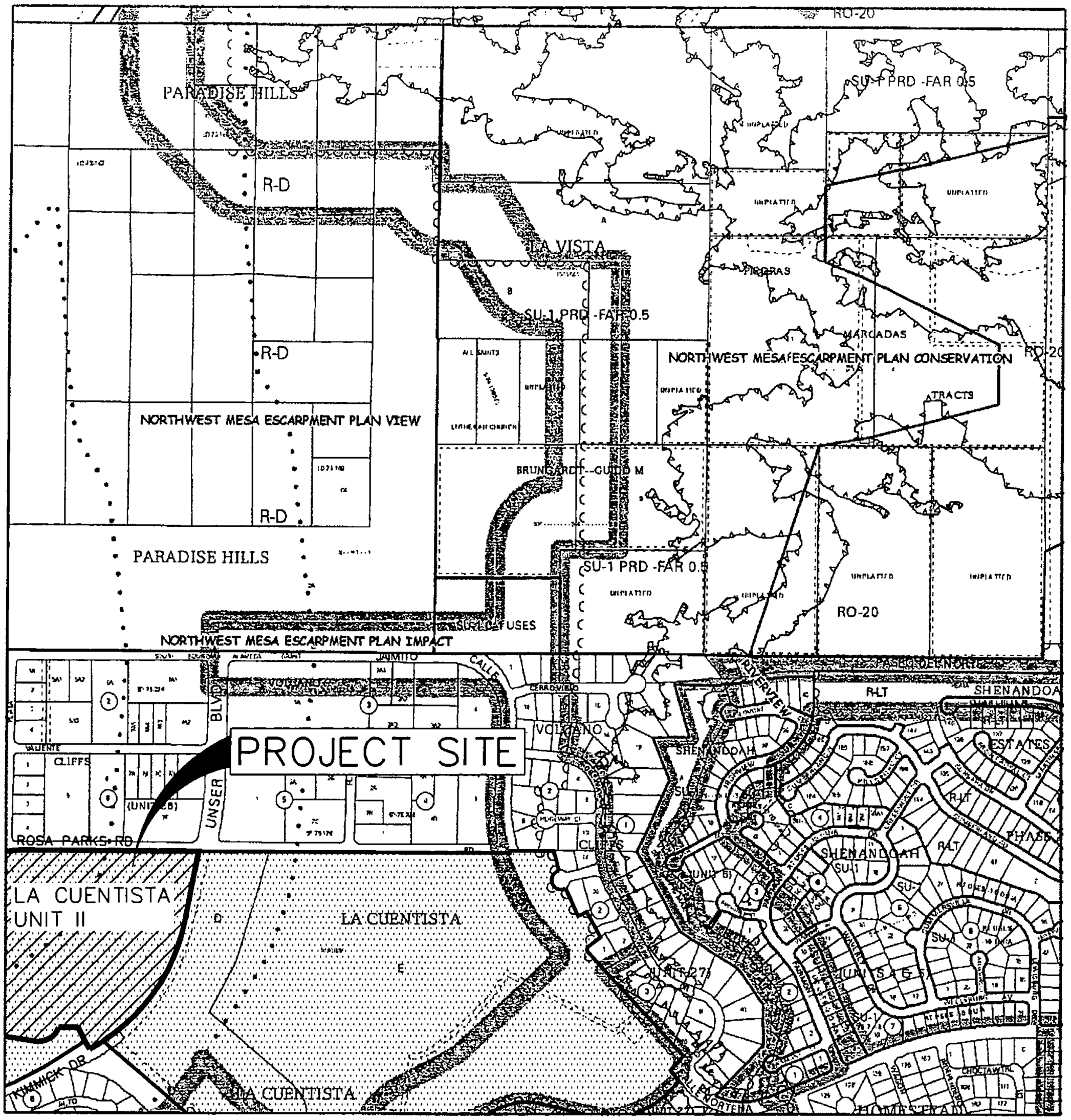
Zone Atlas Page:

C-10-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

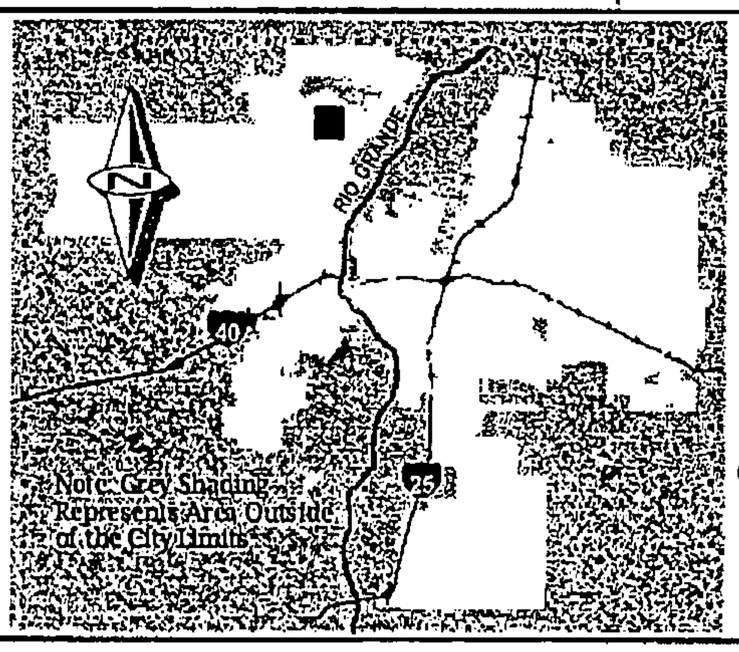
0 750 1,500 Feet



For more current information and more details visit: http://www.cabq.gov/gis

AGIS
Albuquerque Geographic Information System

Map amended through: 10/25/2006



Zone Atlas Page:

C-11-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 — 750 — 1,500 Feet

LA CUENTISTA SUBDIVISION
TRACT B

VOLCANO CLIFFS
UNIT 26

LA CUENTISTA SUBDIVISION
UNIT 1

VOLCANO CLIFFS
UNIT 22

LA CUENTISTA SUBDIVISION
TRACT E

LA CUENTISTA SUBDIVISION
TRACT D

ROSA PARKS RD
BASIL CT
BETONY CT
RIDGEWAY DR
BUCKTHORN PL
FIRETHORN DR
CONDENSAL PL
RIDGE CLOSE ST
BRIDGEWAY DR
PRIMROSE WAY
PROTEA RD

SAS MH XX
8" SAS
6" WL
8" WL
12" WL
6" FH
10' PUE
22' PUE
STREET ADDRESS (TYP)

SAS MH 46
SEE LA CUENTISTA – UNIT 1
CONSTRUCTION
COA #709783

EXISTING PUBLIC DRAINAGE, WATER, SANITARY SEWER AND PERMANENT ROADWAY EASEMENT
FILED 9-12-2006
BOOK A123
PAGE 8241
DOCUMENT NO. 2006138615

LEGEND

- RIGHT OF WAY
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- SANITARY SEWER MANHOLE
- GATE VALVE
- FIRE HYDRANT
- REDUCER

N

100 0 50 100 200 400

AS-BUILT INFORMA

CONTRACTOR

WORK PERFORMED BY	DATE
INSPECTOR'S ACCEPTANCE BY	DATE
AS-BUILT VERIFICATION BY	DATE
DRAWINGS PREPARED BY	DATE
RECORDED BY	DATE

MICRO-FILM INFORMA

NO.

BENCH MARKS

ACS 1 ¾" ALUMINUM DISK STAMPED "ACS BM 5-D11" LOCATED 72' ± ESE OF THE CENTER OF THE CUL-DE-SAC AT THE SOUTH END OF RIDGEWAY DR. NW, EPOXIED TO LAVA ROCK IN OUTCROPPING

ELEVATION = 5267.27 FT.
NGVD 29 U.S. FEET

SURVEY INFORMATION

FIELD NOTES

NO.	BY	DATE
	AERIAL MAPPING,	WCI 05/01
	BOUNDARY,	WCI 06/01
	BOUNDARY,	WCI 10/01

ENGINEER'S SEAL

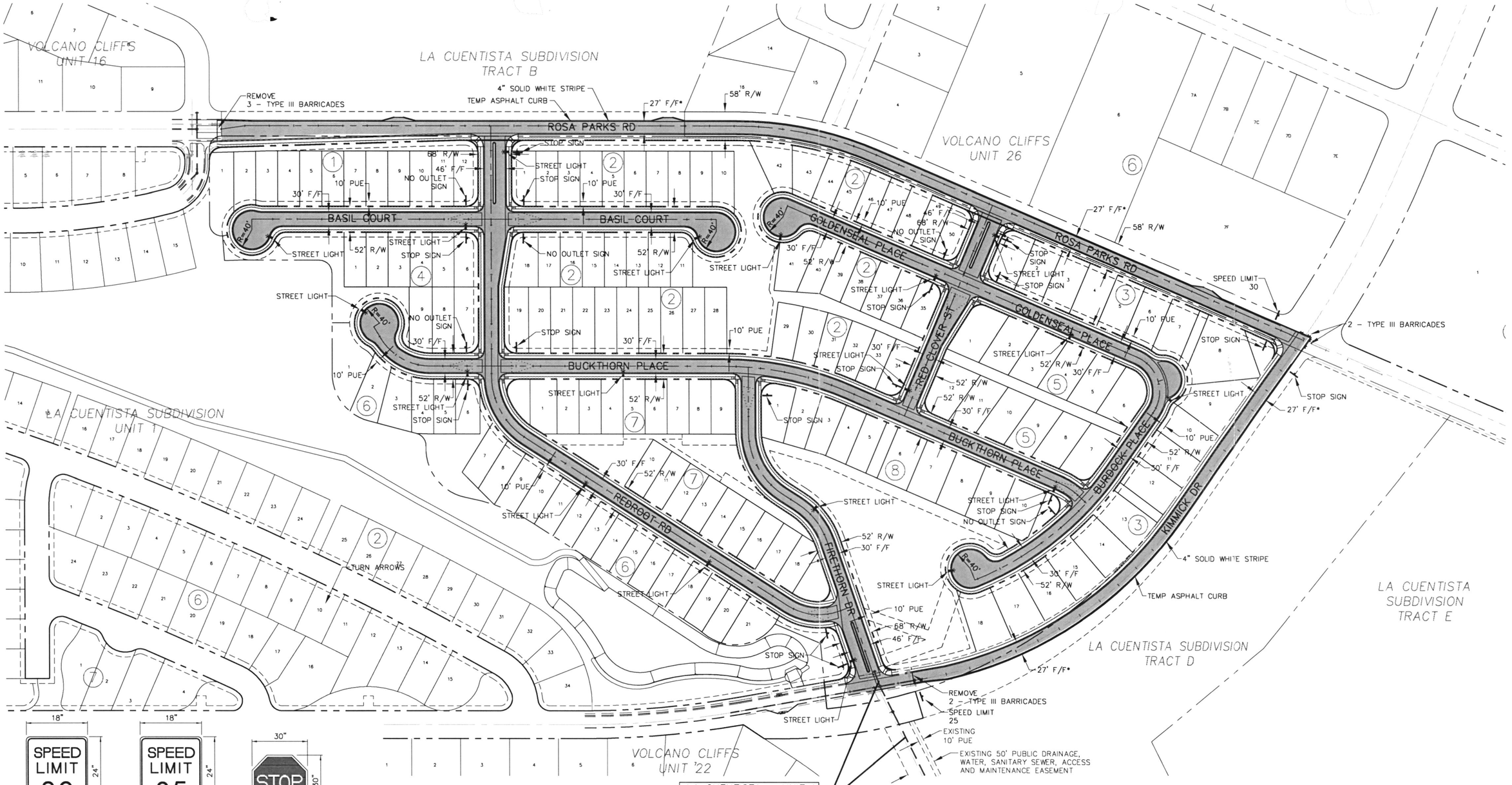
NO.	DATE	REMARKS	BY
		REVISIONS	

WILSON & COMPANY, ENGINEERS & ARCHITECTS
DESIGNED BY KIS DATE AUG. 2003
DRAWN BY VKL DATE AUG. 2003

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
OVERALL UTILITY PLAN

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.





R2-1 (30)
18"x24"

SPEED SIGN

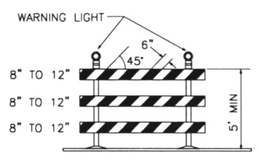
R2-1 (25)
18"x24"

SPEED SIGN

R1-1
30"x30"

STOP SIGN

NOTE:
ALL SIGNS TO BE MOUNTED WITH A 4#/FT FLANGE POST WITH BASE POST (3.5' BURY) OR EQUAL.



TYPE III BARRICADE

NOTE: INCIDENTAL TO COST



W14-2
36"x36"

NO OUTLET SIGN

LEGEND

- PROPOSED 100 HPS LIGHT STANDARD (TO BE INSTALLED BY OTHERS)
- PROPOSED STOP SIGN
- PROPOSED STREET PAVING
- CROWN TRANSITION
- CENTER LINE
- RIGHT OF WAY
- CURB & GUTTER
- EASEMENT
- LOT LINES
- F/F — FACE TO FACE
- F/F* — FACE OF CURB TO FACE OF TEMP ASPHALT CURB

N

100 0 50 100 200 400

SCALE: 1 INCH = 100 FT.

AS-BUILT INFORMATION

CONTRACTOR

WORK STAKED BY: DATE

INSPECTOR'S NOTES: DATE

FIELD VERIFICATION BY: DATE

REMARKS: DATE

CORRECTED BY: DATE

RECORDED BY:

NO.

BENCH MARKS

ACS 1 3" ALUMINUM DISK STAMPED "ACS BM 5-D11", LOCATED 72' ± ESE OF THE CENTER OF THE CUL-DE-SAC AT THE SOUTH END OF RIDGEWAY DR. NW, EPOXIED TO LAVA ROCK IN OUTCROPPING

ELEVATION = 5267.27 FT.

NGVD 29 U.S. FEET

SURVEY INFORMATION

FIELD NOTES

NO.	BY	DATE
	AERIAL MAPPING, WCI	05/01
	BOUNDARY, WCI	06/01
	BOUNDARY, WCI	10/01

ENGINEER'S SEAL

NO.	DATE	REMARKS	BY
		REVISIONS	

WILSON & COMPANY, ENGINEERS & ARCHITECTS

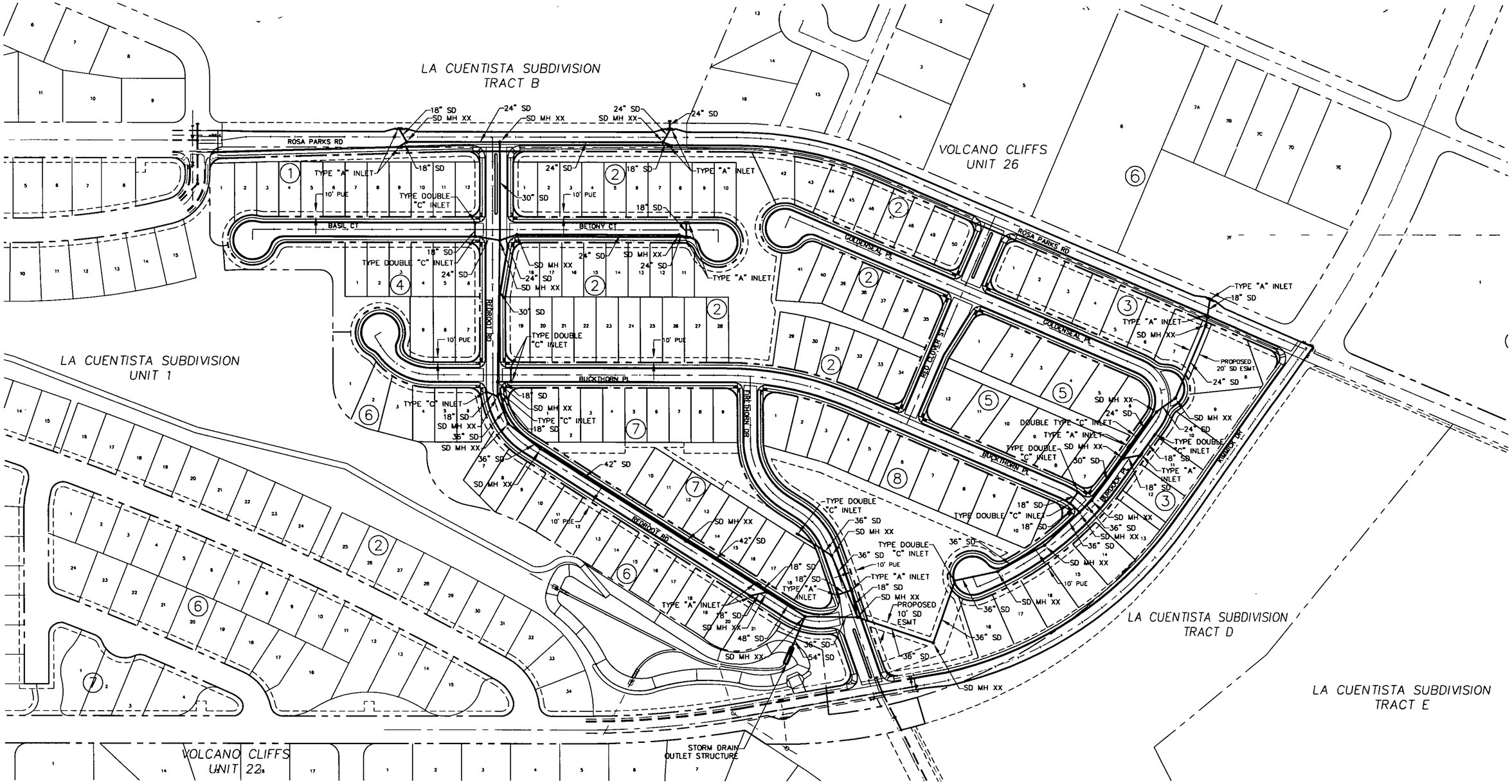
DESIGNED BY KIS DATE SEPT. 2003

DRAWN BY VKL DATE SEPT. 2003

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
OVERALL PAVING, LIGHTING, STRIPING & SIGNING PLAN

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.



N

100 0 50 100 200 400

SCALE: 1 INCH = 100 FT.

AS-BUILT INFORMATION

CONTRACTOR

WORK STARTED BY		DATE
INSPECTORS		DATE
ACCEPTANCE BY		DATE
REVIEWED BY		DATE
VERIFICATION BY		DATE
DRAWINGS CORRECTED BY		DATE

MICRO-FILM INFORMATION

RECORDED BY DATE

NO.

BENCH MARKS

ACS 1 ¾" ALUMINUM DISK STAMPED "ACS BM 5-D11", LOCATED 72' ± ESE OF THE CENTER OF THE CUL-DE-SAC AT THE SOUTH END OF RIDGEWAY DR. NW, EPOXIED TO LAVA ROCK IN OUTCROPPING.

ELEVATION = 5267.27 FT.
NGVD 29 U.S. FEET

SURVEY INFORMATION

FIELD NOTES

NO.	BY	DATE
	AERIAL MAPPING, WCI	05/01
	BOUNDARY, WCI	06/01
	BOUNDARY, WCI	10/01

ENGINEER'S SEAL

NO.	DATE	REMARKS
		REVISIONS

WILSON & COMPANY, ENGINEERS & ARCHITECTS
DESIGNED BY KIS DATE SEPT. 2003
DRAWN BY VKL DATE SEPT. 2003

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
OVERALL STORM DRAIN PLAN

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.

COA #709784

AGREEMENT AND COVENANT

11-14-07

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Michael Knight, Managing Member , La Cuentista II, LLC, ("User"), and Stanley L. Diamond, a single man, , ("Owner"), is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at the NW corner of Kimmick Dr NW and Rosa Parks Rd NW, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

TRACT C of 'The CORRECTION PLAT of the BULK LAND PLAT of LA CUENTISTA SUBDIVISION', filed with the Bernalillo County Clerk on 01/07/2004 in Book 2004C on Page 7.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

The City's Property is a 'BLANKET CROSS LOT PUBLIC DRAINAGE EASEMENT ' located on TRACT D of 'The CORRECTION PLAT of the BULK LAND PLAT of LA CUENTISTA SUBDIVISION', filed with the Bernalillo County Clerk on 01/07/2004 in Book 2004C on Page 7.

TRACT D is owned by Stanley L. Diamond and by execution of this Agreement and Covenant agrees to permit User to enter TRACT D to perform User's obligations under this Agreement and Covenant.

The User wishes to construct upon, improve or repair and to maintain the following improvement ("Improvement") on the City's Property (or already has done so):

TEMPORARY DRAINAGE POND located on TRACT D
It is anticipated by the parties that the Temporary Drainage Pond and this Agreement and Covenant can be released upon completion and acceptance of the Permanent Storm Drain Facilities across TRACT D.

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair,

Doc# 2007157717
11/15/2007 01:44 PM Page: 1 of 6
AGRE R:$19.00 M. Toulouse, Bernalillo County

Agreement. Covenant

modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan D10/D2 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within 30 days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his

heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

2518 Eubank NE
Albuquerque, NM 87112

or

PO Box 51177
Albuquerque, NM 87181

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within three (3) days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. 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.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. 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.

17. 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.

CITY OF ALBUQUERQUE:

By: _____
~~Bruce J. Perlman, Ph.D.,~~
~~Chief Administrative Officer~~

Date: _____

APPROVED:

~~For~~ Richard Dourte, City Engineer
11/13/07

11-9-07

USER:

By: _____
Name: Michael Knight
Title: Managing Member
La Cuentista II, LLC
Date: 10/29/07

OWNER of TRACT D:

By: Stanley L Diamond
Name: Stanley L. Diamond
Title: A Single Man
Date: 10 23 07

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 14 day of November, 2007, by ~~Bruce J. Perlman, Ph. D., Chief Administrative Officer~~ Jane Rael for City Engineer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

My Commission Expires:
OFFICIAL SEAL
LISA CORNEJO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 7-5-2010

Lisa Cornejo
Notary Public

USER'S ACKNOWLEDGMENT

OFFICIAL SEAL
Sonya Mahler
NOTARY PUBLIC
STATE OF NEW MEXICO
Commission Expires: 5/9/2011

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

This instrument was acknowledged before me on this 29th day of October, 2007, by Michael Knight, Managing Member on behalf of La Cuentista II, LLC.

My Commission Expires:
May 9, 2011

Sonya Mahler
Notary Public

OWNER'S ACKNOWLEDGMENT

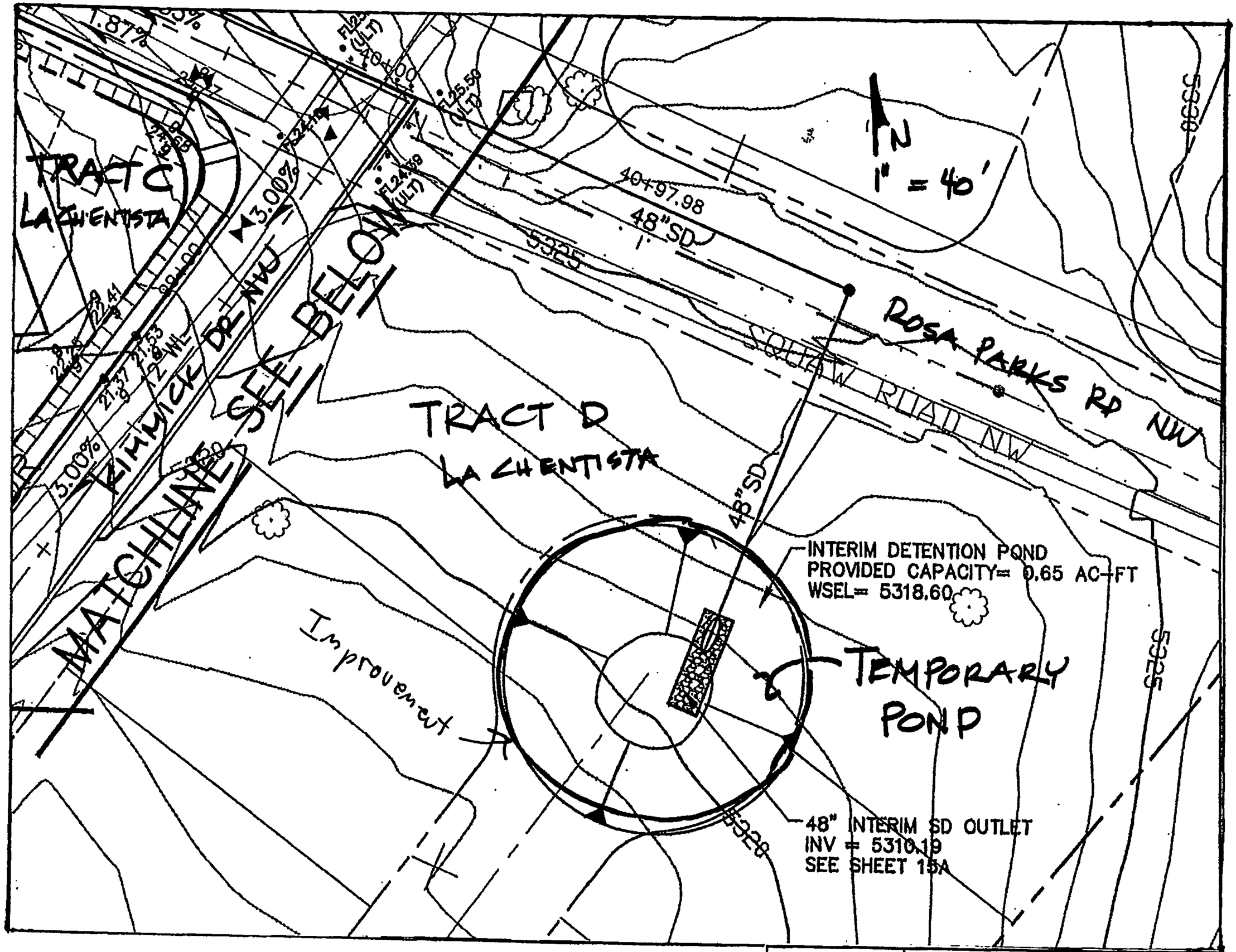
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 23 day of October, 2007, by Stanley L. Diamond, a Single Man, Owner of TRACT D on behalf of Himself.

My Commission Expires:
8/12/11

Notary Public

OFFICIAL SEAL
ROBIN HELMS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8/12/11



WILSON & COMPANY 4900 LANG AVENUE N.E. ALBUQUERQUE, NEW MEXICO 87109 (505) 348-4000	AGREEMENT AND COVENANT EXHIBIT A	
	WCI NO. 0660004701	DATE SEPT 2007
	COA# 709784	SHEET NO. 1 OF 1

ADDENDUM TO COVER PAG

11-13-07
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista Unit 2 PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted.

11-9-07

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐☐☐☐	☐☐☐☐	
Procedure "B"	☐☐☐☐	☐☐☐☐	
Procedure "B" Modified Non Work Order	☐☐☐☐	☐☐☐☐	
Procedure "C"	☐☐☐☐	☐☐☐☐	
Procedure "C" Modified	☐☐☐☐	☐☐☐☐	
Special Agreement	☐☐☐☐	☐☐☐☐	
Sidewalk Deferral Agreement	☐☐☐☐	☐☐☐☐	
Amendment	☐☐☐☐	☐☐☐☐	
Assignment	☐☐☐☐	☐☐☐☐	
Financial Guarantee	☐☐☐☐	☐☐☐☐	
Construction Paperwork:	☐☐☐☐	☐☐☐☐	
Contractors Proposal	☐☐☐☐	☐☐☐☐	
Performance/Warranty Bonds	☐☐☐☐	☐☐☐☐	
Labor/Material Bonds	☐☐☐☐	☐☐☐☐	
Certificate of Insurance	☐☐☐☐	☐☐☐☐	
Engineers Cost Estimate	☐☐☐☐	☐☐☐☐	
Extension	☐☐☐☐	☐☐☐☐	
Release/Agreement	☐☐☐☐	☐☐☐☐	
Release/Financial Guarantee	☐☐☐☐	☐☐☐☐	
Calling Notice	☐☐☐☐	☐☐☐☐	
Letter of Commitment	☐☐☐☐	☐☐☐☐	
Reduction Letter	☐☐☐☐	☐☐☐☐	
License Agreement	☐☐☐☐	☐☐☐☐	
Monitoring Well Permit	☐☐☐☐	☐☐☐☐	
Agreement & Covenant	☐☐☐☐	☐☐☐☐	
Drainage Covenant	☒☐☐☐	☐☐☐☐	
Revocable Permit	☐☐☐☐	☐☐☐☐	
Encroachment	☐☐☐☐	☐☐☐☐	
Permanent Easement	☐☐☐☐	☐☐☐☐	
Temporary Easement	☐☐☐☐	☐☐☐☐	
Power of Attorney	☐☐☐☐	☐☐☐☐	
Certificate of Work Order Completion	☐☐☐☐	☐☐☐☐	
Certificate of Completion and Acceptance	☐☐☐☐	☐☐☐☐	
Grading & Drainage Certification	☐☐☐☐	☐☐☐☐	
Notice of Acceptance - Centerline Monu.	☐☐☐☐	☐☐☐☐	
Corporate Resolution	☐☐☐☐	☐☐☐☐	
Sidewalk Verif/Calc	☐☐☐☐	☐☐☐☐	

Other:

Please Call Pamela at 4-3996 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (_____)

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project 709784
CCN# 2007011268
(Existing) or New (Circle One)

Contact Person Pamela Lujan
Phone No. 924- 3996

Type of Agreement: Agreement · Covenant

Description/Project Name La Cuentista Unit II
Planning Dept./Division: Design Review
Developer: Michael Knight

Contract Amount $ NA SIA Contract Period: 11-14-07 - 12-31-2027
Contract Amount $ _____ SIA Contract Period: _____ - _____
Contract Amount $ _____ SIA Contract Period: _____ - _____
Contract Amount $ _____ S/W Contract Period: _____ - _____
Contract Amount $ _____ S/W Contract Period: _____ - _____

DRAFT CONTRACT:
Recd by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____ Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div	11-5-07		BJB	11/5/07
Transportation Div				
DRC Chairman	11-6-07	11-9-07		11-9-07
Legal Dept	11-9-07			11/13/07
City Engineer	11-13-07	11-14-07		11-14-07
Finance				
CAO				
ABCWUA				
Other: _____				

DISTRIBUTION:	Date:	By:
User Department.	11.2007	PCL
Vendor		
City Clerk	11/20/07	CO
Treasury		
Other: _____		

CORRESPONDENCE

SENDER: *COMPLETE THIS SECTION*

- **Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.**
- **Print your name and address on the reverse so that we can return the card to you.**
- **Attach this card to the back of the mailpiece, or on the front if space permits.**

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Kara Cote ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Kara Cote C. Date of Delivery AUG - 9 2011

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

ALBUQUERQUE NM FOOTHILLS STA 123 AUG-9 2011 USPS

Terry A. Knight
La Cuentista II, LLC
PO Box 51177
Albuquerque, NM 87181

709784

3. Service Type

☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7009 3410 0000 2322 2278

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT & BUILDING SERVICES DIVISION
DESIGN REVIEW SECTION
PO BOX 1283
ALBUQUERQUE, NM 87103

7000 2322 2278

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

8/4/11

Postmark Here

Terry A. Knight
La Cuentista II, LLC
PO Box 51177
Albuquerque, NM 87181

PS Form 3800, August 2006 — See Reverse for Instructions

Certified Mail Provides:

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- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

CITY OF ALBUQUERQUE

August 1, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Terry A. Knight, Managing Member
LA CUENTISTA II SALES, LLC
PO Box 51177
Albuquerque, NM 87181

RE: NOTICE OF UPCOMING DEADLINE FOR COMPLETION OF IMPROVEMENTS AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY –**SIDEWALK DEFERRAL AGREEMENT**

PROJECT: LA CUENTISTA II
PROJECT NO: 709784

Dear Mr. Knight:

I am the Assistant City Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by subdividers. As you are aware, **La Cuentista II Sales, LLC** ("Subdivider") signed a **SIDEWALK DEFERRAL AGREEMENT,** ("Agreement") requiring the subdivider to construct certain infrastructure improvements by **August 30, 2011** ("Construction Deadline"). The Subdivider has utilized the maximum period allowed by the City's Subdivision Ordinance for completion of the required sidewalk construction.

If sidewalk construction will not be completed by the Construction Deadline, the City may grant an extension of time to complete construction if the Subdivider obtains approval for an extension from the City's Development Review Board ("D.R.B.") ***before*** the Construction Deadline, in accordance with D.R.B. requirements and Section 14-14-5-3 of the City's Subdivision Ordinance as amended. If granted, the D.R.B. approval will specify the extended deadline for completion. The Subdivider then must immediately submit an acceptable Extension Agreement and revised financial guaranty to the Planning Department, Design Review Section. All the above steps must be successfully completed by the Construction Deadline.

THIS LETTER PROVIDES NOTICE TO THE SUBDIVIDER THAT IF: (1) THE SIDEWALK CONSTRUCTION IS NOT COMPLETED BY THE CONSTRUCTION DEADLINE; OR (2) AN EXTENSION IS NOT OBTAINED AND THE RELATED EXTENSION AGREEMENT AND REVISED FINANCIAL GUARANTY ARE NOT SUBMITTED BY THE CONSTRUCTION DEADLINE, THEN THE CITY MAY DECLARE THE AGREEMENT TO BE IN DEFAULT AND WILL HOLD THE SUBDIVIDER LIABLE FOR 125% OF THE COST OF COMPLETING THE IMPROVEMENTS.

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

Please immediately contact the Project Administrator, Marilyn Maldonado, at (505) 924-3997 and let her know whether: (1) the sidewalk construction will be completed by the Construction Deadline date; or (2) the Subdivider will be submitting a written request for extension to the D.R.B. and, if an extension is granted, will be submitting an Extension Agreement and related revised financial guaranty to the Development & Building Services, Design Review Section by the Construction Deadline date.

Very truly yours,

Robert Waldman for
Kevin Curran

Kevin J. Curran
Assistant City Attorney

KJC/pcl

#3-SW-lien

CITY OF ALBUQUERQUE

August 1, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Terry M. Knight, Managing Member
LA CUENTISTA II, LLC
PO Box 51177
Albuquerque, NM 87181

RE: NOTICE OF UPCOMING DEADLINE FOR COMPLETION OF IMPROVEMENTS AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY – **SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B**
PROJECT: LA CUENTISTA UNIT II
PROJECT NO: 709784

Dear Mr. Knight:

I am the Assistant City Attorney who represents the City of Albuquerque ("City") in matters relating to construction of infrastructure by subdividers. As you are aware, **LA CUENTISTA II, LLC** ("Subdivider") signed a **SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B,** ("Agreement") requiring the subdivider to construct certain infrastructure improvements by **August 30, 2011** ("Construction Deadline"). The Subdivider has utilized the maximum period allowed by the City's Subdivision Ordinance for completion of construction.

If construction will not be completed by the Construction Deadline, the City may grant an extension of time to complete construction if the Subdivider obtains approval for an extension from the City's Development Review Board ("D.R.B.") ***before*** the Construction Deadline, in accordance with D.R.B. requirements and Section 14-14-5-3 of the City's Subdivision Ordinance as amended. If granted, the D.R.B. approval will specify the extended deadline for completion. The Subdivider then must immediately submit an acceptable Extension Agreement and revised financial guaranty to the Planning Department, Design Review Section. All the above steps must be successfully completed by the Construction Deadline.

THIS LETTER PROVIDES NOTICE TO THE SUBDIVIDER THAT IF: (1) THE CONSTRUCTION IS NOT COMPLETED BY THE CONSTRUCTION DEADLINE; OR (2) AN EXTENSION IS NOT OBTAINED AND THE RELATED EXTENSION AGREEMENT AND REVISED FINANCIAL GUARANTY ARE NOT SUBMITTED BY THE CONSTRUCTION DEADLINE, THEN THE CITY MAY DECLARE THE AGREEMENT TO BE IN DEFAULT AND WILL HOLD THE SUBDIVIDER LIABLE FOR 125% OF THE COST OF COMPLETING THE IMPROVEMENTS.

PO Box 1293
Albuquerque
NM 87103
www.cabq.gov

Please immediately contact the Project Administrator, Marilyn Maldonado, at (505) 924-3997 and let her know whether: (1) the construction will be completed by the Construction Deadline date and the necessary paperwork will be provided promptly to the Planning Department, Construction Section for acceptance of the required subdivision improvements; or (2) the Subdivider will be submitting a written request for extension to the D.R.B. and, if an extension is granted, will be submitting an Extension Agreement and related revised financial guaranty to the Development & Building Services, Design Review Section by the Construction Deadline date.

Very truly yours,

Robert Waldman for
Kevin J. Curran

Kevin J. Curran
Assistant City Attorney

KJC/pcl

#3-B-lien

7002 8187 9923

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8/12/03

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Roswell, NM 88201

PS Form 3800, June 2002 — See Reverse for Instructions

PS Form 3800, June 2002 *(Reverse)*

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- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *"Restricted Delivery"*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

0002 8187 9946

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Return Reciept Fee (Endorsement Required)	

8/12/08

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Mike Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

Certified Mail Provides:

PS Form 3800, June 2002 (Reverse)

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IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 6-7-05

D. Is delivery address different from item 1? ☐ Yes

:er delivery address below: ☒ No

First Federal Bank
Home Office 300 N. Pennsylvania
Roswell, NM 88201

709784

/pe

☐ ɔd Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7004 1160 0002 8187 9923

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
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Permit No. G-10

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CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT & BUILDING SERVICES DIVISION
DESIGN REVIEW SECTION
PO BOX 1293
ALBUQUERQUE, NM 87103

Atten. Pamela Lujan

8013

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Mike Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery
Armstrong 8/18/08

ddress different from item 1? ☑ Yes
er delivery address below: ☐ No

709784

FOOTHILLS ALBUQUERQUE NM 87
AUG 18 2008
USPS

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7004 1160 0002 8187 9916

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE ALBUQUERQUE NM 870

15 AUG 2008 PM 1 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT & BUILDING SERVICES DIVISION
DESIGN REVIEW SECTION
PO BOX 1293
ALBUQUERQUE, NM 87103

Atten. Pamela Lujan

CITY OF ALBUQUERQUE

August 12, 2008

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mike Knight, Managing Member
LA CUENTISTA II SALES, LLC
PO Box 51177
Albuquerque, NM 87181

RE: NOTICE OF FAILURE TO COMPLETE IMPROVEMENTS, DEFAULT AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY - **SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B**

PROJECT: **LA CUENTISTA II** PROJECT NO.**709784**

Dear Mr. Knight:

I have been informed that **LA CUENTISTA II SALES, LLC.** ("Subdivider") has failed to meet the **August 10, 2008** "Construction Deadline", as required by the Subdivision Ordinance and the Subdivider's agreement with the City, and that the Subdivider failed to obtain a timely extension of the Construction Deadline. The Construction Deadline has passed and the requirements were not met.

THIS LETTER PROVIDES THE REQUIRED NOTICE TO THE SUBDIVIDER AND THE SURETY NAMED BELOW THAT THE SUBDIVIDER'S AGREEMENT WITH THE CITY IS IN DEFAULT, AND THE CITY HOLDS THE SUBDIVIDER AND THE SURETY JOINTLY AND SEVERALLY LIABLE. THIRTY DAYS AFTER MAILING THIS LETTER THE CITY WILL BE CALLING ON THE FINANCIAL GUARANTY PROVIDED BY THE SURETY, AND THE CITY WILL DEMAND THAT THE SURETY PAY THE CITY 125% OF THE COST OF COMPLETING THE IMPROVEMENTS.

If you have any questions regarding this matter, please contact the Project Administrator; Marilyn Maldonado at (505) 924-3997, Project Review Section, Design/Const. Division, Engineering Group.

Very truly yours,

Kevin J. Curran
Assistant City Attorney

THIS LETTER IS SENT TO CONFORM TO THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

Cc: First Federal Bank, Home Office 300 N., Pennsylvania, Roswell, NM 88201

KJC/pcl #2

P.O. Box 1293

Albuquerque

New Mexico 87103

www.cabq.gov

SENDER: *COMPLETE THIS SECTION*

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Mike Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
r delivery address below: ☐ No

709784

e
Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7007 1490 0004 0996 8336

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE

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City of Albuquerque
Planning Department
Development & Building Services Division
Design Review Development
PO Box 1293
Albuquerque, NM 87103

7004 0996 8336

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7/15/08

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Mike Knight
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

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- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
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IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2006 *(Reverse)* PSN 7530-02-000-9047

CITY OF AL UQUERQUE

July 10, 2008

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mike Knight, Managing Member
La Cuentista II Sales, LLC
PO Box 51177
Albuquerque, NM 87181

Re: NOTICE OF UPCOMING DEADLINE FOR COMPLETION OF IMPROVEMENTS AND CITY'S INTENTION TO CALL FINANCIAL GUARANTY-**SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B**

PROJECT: **LA CUENTISTA, UNIT II** PROJECT NO: **709784**

Dear Mr. Knight:

I am the Assistant City Attorney who represents the City in matters relating to construction of infrastructure by subdividers. As you are aware, **LA CUENTISTA II SALES, LLC** ("Subdivider") signed **SUBDIVISION IMPROVEMENTS AGREEMENT, PROCEDURE B,** Agreement") with the City committing the Subdivider to complete construction of required infrastructure by **August 10, 2008** ("Construction Deadline"). Therefore, if construction will not be completed by the Construction Deadline, the City may grant the Subdivider an extension of time to complete the construction of the required subdivision improvements if the Subdivider meets the following conditions.

The City may grant an extension, not to exceed a total of two years from the date of execution of the original agreement with the City, if the Subdivider submits a written request for extension of time to construct, and delivers the request to the City Engineering Division, Project Review Section, at least fifteen (15) days prior to the Construction Deadline. The City will review the request and apparent consequences of granting an extension. If the extension is allowed, the Subdivider will be required to complete an extension agreement and submit the required, revised financial guaranty to the City by the construction completion deadline date.

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

THIS LETTER PROVIDES NOTICE TO THE SUBDIVIDER THAT, IF THE CONSTRUCTION IS NOT COMPLETED BY THE CONSTRUCTION DEADLINE, THE CITY MAY DECLARE THE AGREEMENT TO BE IN DEFAULT AND WILL HOLD THE SUBDIVIDER AND THE SURETY, JOINTLY AND SEVERALLY LIABLE FOR 125% OF THE COST OF COMPLETING THE IMPROVEMENTS UNLESS: (1) THE SUBDIVIDER SUBMITS A WRITTEN REQUEST FOR EXTENSION (2) (IF THE CITY APPROVES THE EXTENSION) THE SUBDIVIDER SUBMITS THE REQUIRED EXTENSION AGREEMENT AND FINANCIAL GUARANTY TO THE CITY BY THE CONSTRUCTION DEADLINE.

PLEASE NOTE THAT THE CITY REQUIRES THE FINANCIAL INSTITUTION ISSUING THE FINANCIAL GUARANTY TO BE A FEDERALLY INSURED INSTITUTION OR A SURETY LICENSED TO DO BUSINESS IN NEW MEXICO.

Please immediately contact the Project Administrator, Marilyn Maldonado, at 924-3997 and tell her whether: (1) the construction will be completed by the Construction Deadline Date; or (2) the Subdivider will be submitting a written request for extension; and, if an extension is granted by the City, the Subdivider then will be submitting an extension agreement and related financial guaranty to the City by the Construction Deadline.

Very truly yours,

Kevin J. Curran
Assistant City Attorney

KJC/pcl

cc: File
#1

COA #709784

a single man and Stanley L. Diamond ("Owner")

AGREEMENT AND COVENANT

This Agreement and Covenant, between the City of Albuquerque, New Mexico ("City") and Michael Knight, Managing Member , La Cuentista II, LLC, ("User") is made in Albuquerque, New Mexico and is entered into as of the date of recording this Agreement with the Bernalillo County Clerk.

1. Recital. The User is the owner of certain real property ("User's Property") located at the NW corner of Kimmick Dr NW and Rosa Parks Rd NW, in Albuquerque, New Mexico, and more particularly described as: (give legal description and filing information)

TRACT C of 'The CORRECTION PLAT of the BULK LAND PLAT of LA CUENTISTA SUBDIVISION', filed with the Bernalillo County Clerk on 01/07/2004 in Book 2004C on Page 7.

The City is the owner of certain real property, easement or public right-of-way ("City's Property") in the vicinity of, contiguous to, abutting or within User's Property, and more particularly described as:

The City's Property is a 'BLANKET CROSS LOT PUBLIC DRAINAGE EASEMENT ' located on TRACT D of 'The CORRECTION PLAT of the BULK LAND PLAT of LA CUENTISTA SUBDIVISION', filed with the Bernalillo County Clerk on 01/07/2004 in Book 2004C on Page 7. TRACT D is owned by Stanley L. Diamond and by execution of this Agreement and Covenant agrees to permit User to enter TRACT D to perform User's obligations under this Agreement and Covenant.

The User wishes to construct upon, improve or repair and to maintain the following improvement ("Improvement") on the City's Property (or already has done so):

TEMPORARY DRAINAGE POND located on TRACT D
It is anticipated by the parties that the Temporary Drainage Pond and this Agreement and Covenant can be released upon completion and acceptance of the Permanent Storm Drain Facilities across TRACT D.

A sketch of the proposed or existing Improvement is attached as Exhibit A and made a part of this Agreement.

The City agrees to permit the Improvement to exist on the City's Property provided the User complies with the terms of this Agreement.

2. City Use of City's Property and City Liability. The City has the right to enter upon the City's Property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the User. If the Work affects the Improvement the City will not be financially or otherwise responsible for rebuilding or

repairing the Improvement. The User promptly will repair the Improvement to the City's satisfaction. The cost of repairing the Improvement will be paid by User.

3. User's Responsibility for Improvement. The User will be solely responsible for constructing, maintaining, repairing and, if required, removing the Improvement, all in accordance with standards required by the City as per the approved Grading and Drainage Plan D10/D2 on file at the City Engineer's office. The User will be solely responsible for paying all related costs. The User will be solely responsible for paying all related costs. The User will not permit the Improvement to constitute a hazard to the health or safety of the general public or to interfere with the City's use of the City's Property. The User will conform with all applicable laws, ordinances and regulations.

4. Use of the Improvement. If the City's Property is a public right-of-way, it shall be open to the use of the general public at all times, subject to reasonable curtailment during periods of construction, maintenance or repair.

5. Demand for Repair, Modification or Removal. The City may send written notice ("Notice") to the User requiring the User to repair, modify or remove the Improvement within ?? (1) days ("Deadline") and the User will comply promptly with the requirements of the Notice. If removal is demanded, the City also may require the User to return the City's Property to its original condition by the Deadline. The User will perform all required work by the Deadline, at User's sole expense.

6. Failure to Perform by User and Emergency Work by City. If the User fails to comply with the terms of the Notice by the Deadline stated, or, if the City determines that an emergency condition exists, the City may perform the work itself. The City then may assess the User for the cost of the work and for any other expenses or damages which result from User's failure to perform. The User agrees promptly to pay the City the amount assessed. If the User fails to pay the City within thirty (30) days after the City gives the User written notice of the amount due, the City may impose a lien against User's Property for the total resulting amount.

7. Cancellation of Agreement and Release of Covenant. This Agreement may be canceled and User's covenants released by the City at will by the City's mailing to the User notice of the City's intention to record a Cancellation and Release with the Bernalillo County Clerk. The Cancellation and Release will be effective thirty (30) days after the date of mailing the notice to the User unless a later date is stated in the notice or the Cancellation and Release. After the effective date, the City will record the Cancellation and Release with the Bernalillo County Clerk.

8. Condemnation. If any part of the User's Property is ever condemned by the City, the User will forego all claims to compensation for any portion of User's structure which encroaches on City Property and for severance damage to the remaining portion of User's structure on User's Property.

9. Assessment. Nothing in this Agreement shall be construed to relieve the User, his heirs, assigns and successors from an assessment against User's Property for improvements to the City Property under a duly authorized and approved Special Assessment District. The parties

specifically agree that the value of the Improvement will not reduce the amount assessed by the City.

10. Notice. For purposes of giving formal written notice to the User, User's address is:

2518 Eubank NE
Albuquerque, NM 87112

or

PO Box 51177
Albuquerque, NM 87181

Notice may be given to the User either in person or by mailing the notice by regular U.S. mail, postage paid. Notice will be considered to have been received by the User within three (3) days after the notice is mailed if there is no actual evidence of receipt. The User may change User's address by giving written notice of the change by certified mail, return receipt requested, to the City Engineer at P.O. Box 1293, Albuquerque, New Mexico 87103.

11. Indemnification. The User agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of User's use of the City's Property. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement 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 indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give direction or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

12. Term. This Agreement shall continue until revoked by the City pursuant to Section 7 above.

13. Binding on User's Property. The covenants and obligations of the User set forth herein shall be binding on User, his heirs assigns and successors and on User's Property and constitute covenants running with User's Property until released by the City.

14. 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.

15. Changes of Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

16. 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.

17. 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.

CITY OF ALBUQUERQUE:

By: _____
Bruce J. Perlman, Ph.D.,
Chief Administrative Officer

Date: _____

APPROVED:

_____
Richard Dourte, City Engineer

USER:

By: _____
Name: Michael Knight
Title: Managing Member
La Cuentista II, LLC
Date: _____

OWNER: do tract D!

By: _____
Name: Stanley L. Diamond
Title: ~~An Individual~~ ?? (2) a single man
Date: _____

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this ___ day of _____, 2007, by Bruce J. Perlman, Ph. D., Chief Administrative Officer for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

My Commission Expires:
_____

_____
Notary Public

USER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on this _____ day of _____, 2007, by Michael Knight, Managing Member on behalf of La Cuentista II, LLC.

My Commission Expires:
_____

_____
Notary Public

COA #709784

4.

OWNER'S ACKNOWLEDGMENT

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

This instrument was acknowledged before me on this ____ day of ____, 2007, by Stanley L. Diamond a Single man, Owner Tract D on behalf of him Self ??(3).

My Commission Expires:

_____

_____
Notary Public

Curran, Kevin J.

From: Susco, Kristine I. [Kristine.Susco@wilsonco.com]
Sent: Friday, September 28, 2007 3:32 PM
To: Curran, Kevin J.
Cc: Bingham, Brad L.
Subject: La Cuentista - Unit II COA

Kevin-

Please find the Agreement and Covenant, edited per our meeting on 9-26-07 attached. (I also attached a .pdf of the markup & Exhibit A).

Please note:

1) I highlighted in yellow the information I added
2) I have marked 3 questions in red
    a. Item 5. provides a Deadline – Do we know what this deadline is so I can complete this item
    b. Stan's Title – Is An Individual correct?
    c. On behalf of 'Self' – Is this correct?

Please let me know about the above and if the rest of the edits are OK, so I can get this in the pipeline as quickly as possible. Thank you for your time.

Brad – Any other comments?

Kristine Susco
Project Manager

Wilson & Company, Inc., Engineers & Architects
4900 Lang Ave NE
Albuquerque, NM 87109
505-348-4191(Office), 505-400-6972(Cell)
505-348-4072(Fax)
www.wilsonco.com



Bernalillo County, NM
One Civic Plaza NW
P.O. Box 542
Albuquerque, NM 87102

Receipt: 0349271

*** REPRINT *** REPRINT **** REPRINT
***

Product	Name	Extended
COPY	Copies	$48.00
	# Pages	37
	Certification	11
Standard Copies		$37.00
Certification for Copies		$11.00
Total		$48.00

Tender (Cash) $48.00
Paid By COA Planning dept

City Of Albuquerque
Treasury Division

3/27/2012 11:39AM LOC: MAIN
RECEIPT# 00273183 WS# 004 TRANS# 0039
Account 521010 Fund 0110
Activity 4985000 TRSCYE
Printed Name: _____
Signature: _____
Petty Cash ($48.00)
CA ($48.00)
CHANGE $0.00

Thank You

*** REPRINT *** REPRINT **** REPRINT
***

Thank You!

3/27/12 11:41 AM jmonceballez

WORK ORDER ISSUANCE CHECKLIST DETAILS

Project ID #: 709784, La Cuentista Unit II, Phase/Unit #: 1

	Public	PRIVATE
INSPECTION:	WILSON & COMPANY ENGR.	
SURVEYING:	Surv-Tek	
AS BUILTS:	Surv-Tek	
TESTING:	VINYARD & ASSOCIATES	

WORK ORDER AMOUNTS: (Includes NM Gross Receipts Tax)

Public: $2,983,422.04 + Private: $.00 = Total Construction Cost: $2,983,422.04

FEES: Engineering: Public: 3.25% = $96,961.22

Private: = $.00 = $96,961.22

- Design Deposit: $19,277.75 - Credit Applied: $.00
+ Recording Fee: $66.00 = Total: $77,749.47

BONDS AND INSURANCE:

Performance/Warranty: ● Y ○ N Insurance Certificate: ● Y ○ N

Materials/Labor: ● Y ○ N Policy Expr Date: 01/01/2009

Construction Deadline: 08/10/2008

PERMITS:

Excavation Ordinance: $6,174.00 Permit Number: Date: 00/00/0000

Sidewalk Ordinance - (Staking): $.00

Street Restoration Fee: $.00

Total Fees: $6,174.00

NOTE: Lane Closure/Barricading Fees will be calculated and collected by the Permits Section.

ATTACHMENTS:

Engineering Fees Deposit Slip: ● Y ○ N Generate Pro-Rata: ● Y ○ N

City Approved Estimate: ● Y ○ N Easements: ○ Y ● N

Contractor's Proposal: ● Y ○ N Drainage Covenants: ○ Y ● N

Paid Outstanding Pro-Rata: ○ Y ● N Other:

Remarks:

Date "Work Order" to Construction: 07/09/2008

Date Fees Collected: 07/09/2008

REMARKS: The date of work order issuance will govern the date of effective specification and amendments.

Developer: La Cuentista II Sales, LLC Phone: (505) -
Street: N/A City: State: ZIP:

Construction Company: C.C.M. Phone: (505)898-7777
Street: 8019 Edith BD NE City: Albuquerque State: NM ZIP: 87113

Engineering Firm: WILSON & COMPANY ENGR. Phone: (505)348-4000
Street: 4900 Lang Ave. NE City: Albuquerque State: NM ZIP: 87109

ALL OF THIS TO

CK# 1169
La Cuentista II Sales, LLC.

Treasurer's Daily Report of Deposits

(Engineering Fee/Vacuum Sewer System Fee Form)

DEPOSITOR:

PROJECT NO: 709784
PROJECT TITLE: La Cuentista Unit II
PHASE INFO: Phase/Unit #: 1

I. ENGINEERING FEE:

FEE CALCULATION

	Public Infras.	Private Infras.
Construction Amount:	$2,791,506.00	$.00
X Gross Rcpts.Tax %:	6.875%	6.875%
Total Const. Amount:	$2,983,422.04	$.00
X Engr.Fee Rate (%):	3.25%	
Total Engineering Fee:	$96,961.22	0
Less Design Deposit Fee:	$19,277.75	
Plus Recording Fee:	$66.00	
Less Reproduction Cost:	$224.12	
Total Fees Outstanding:	$77,525.35	

Gross Reciepts Tax Rates:

City Gross RT (Current) = 6.875%

City Gross RT as of 01/01/05 = 6.75%

FUND #: 0110
ACCOUNT #: 441004
ACTIVITY #: 4985000

II. VACUUM VALVE FEE:

Not Applicable

FUND #: 0621
ACCOUNT #: 469099
ACTIVITY #: 7000621

CALCULATED BY: M Maldonado
PHONE #: 924-3997
DEPOSIT DATE: 7-9-08

City Of Albuquerque
Treasury Division

7/9/2008 10:41AM LOC: ANNX
RECEIPT# 00093719 WS# 008 TRANS# 0008
Account 441004 Fund 0110
Activity 4985000 TRSSVC
Trans Amt $77,525.35
J24 Misc $77,525.35
CK $77,525.35
CHANGE $0.00

Thank You

Reproduction Cost

City Project Name: La Cuentista Unit II
City Project Number: 709784

Is pro-rata requested? **yes** no
Number of original sheets: 38
Number of full-size copies: 6
Number of half-size copies: 14

Cost to reduce to half-size = 1' x 2' x #of Originals x $0.25
= $ 19.00

Cost of additional half-size copies = 1' x 2' x #of Originals x [#of Copies - 1] x $0.079
= $ 78.05

Cost of full-size copies = 2' x 3' x #of Originals x #of Copies x $0.079
= $ 108.07

Cost of DRC approved plan set PDF file = $0.50 per sheet
= $ 19.00

Subtotal reproduction cost = $ 224.12

Gross Receipts Tax (6.875%) $ 15.41

Total Reproduction Cost **$ 239.53**
please make check out to Mesa Reprographics

FIGURE 7

CITY PROJECT NO. 709784

SHEET 1 OF 5

MAP NO. C-10 & 11

Unit II IMPROVEMENTS
PRELIMINARY ESTIMATE SHEET
La Cuentista Subdivision-Unit II Public Infrastructure Improvements

Quantities and Cost Estimate
Date Prepared: 04/03/07

D.R.C. Chairman
Date Approved: 12/4/07

Agreement Procedure (A, B, or C): B
2 SIA
B-1 SDWK Deferral

Work Order
Date Approved: _____

1. APPLICANT INFORMATION:

   a. Developer: La Cuentista II, LLC.
   Mailing Address: PO Box 51177, Albuqerque, NM Zip Code 87181
   Phone No.: (505) 299-1500

   b. Consulting Engineer: Wilson & Company, Engineers & Architects
   Mailing Address: 4900 Lang Ave. NE, Albuquerque, NM Zip Code 87109
   Phone No.: (505) 348-4000

   c. Person to contact regarding this form: Kristine Susco
   Mailing Address: 4900 Lang Ave. NE, Albuquerque, NM Zip Code 87109
   Phone No.: (505) 348-4191

2. TITLE & GENERAL SCOPE OF PROJECT:
   La Cuentista Subdivision-Unit II **Public Infrastructure Improvements;** Paving, Drainage, Water & SAS Improvements.

3. NAME OF SUBDIVISION AND LEGAL DESCRIPTION OF PROPERTY TO BE SERVED:
   TRACT C OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF LA CUENTISTA SUBDIVISION

4. Specific Location: From - To

   (See Infrastructure List)

5. W SAS SD P Misc.

5

6. Item No.	7. Short Description	8. Est. Unit Price	9. Est. Quantity	10. Est. Amount	11. As-Built Quantity	12. As-Built Amount

*Note: Estimate must be in this format…

Estimate Sheet
If retyped, use 8 1/2" x 11" paper only

FIGURE 7
La Cuentista Subdivision - Unit II
FINAL ENGINEER'S COST ESTIMATE
CITY PROJECT NO. 709784

UNIT II IMPROVEMENT ESTIMATE
11/14/2007
FINAL

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT
		PAVING						
1	301.020	SUBGRADE PREP RES, 12"	$2.52	SY	47446	119,564.98		
2	336.120	TACK COAT	$0.42	SY	36564	15,356.88		
3	336.02X1	RES ASP CONC, TYPE SPC, 2-1 1/2" LIFT	$6.56	SY	45554	298,948.13		
4	336.02X2	RES ASP CONC, TYPE SP III, 1-4" LIFTS	$17.01	SY	20572	349,929.72		
5	336.02X3	RES ASP CONC, TP SP III, 1-2 1/2" LIFT	$10.08	SY	10286	103,682.88		
6	336.02X4	RES ASP CONC, TYPE SPB, 2-2" LIFT	$11.66	SY	7002	81,608.31		
7	340.010	SDWK, 4", PCC (NON-DEFERRED)	$32.92	SY	4114	135,432.14		
8	340.020	DRVPD, 6", PCC	$54.00	SY	165	8,910.00		
9	340.025	WLCHR ACC RAMP, 4" PCC	$1,601.25	EA	29	46,436.25		
10	340.030	VLY GUT & CURB, PCC	$60.90	SY	880	53,616.36		
11	340.050	C & G STD, PCC	$17.59	LF	15170	266,800.62		
12	340.060	C & G MDN, PCC	$17.59	LF	676	11,889.15		
13	341.010	AC CURB, M EXTD	$6.30	LF	3411	21,489.30		
14	441.001	REF PLAS MRK 4"	$0.58	LF	10232	5,908.98		
15	450.001	ALUM PANEL SIGN	$24.68	SF	136	3,358.76		
16	450.010	SQ TB POST	$13.65	LF	307	4,186.05		
17	450.020	PER BAR T3 8'	$515.00	EA	10	~~2,060.00~~		
18	510.100	CUT OFF WALL OK	$509.25	CY	83	42,267.75		
		SUBTOTAL PAVING				**1,571,446.24**		
		STORM DRAIN						
19	701.100	TRCHG, BF & COMP 18"-36" SD, <8' D	$16.34	LF	2222	36,303.04		
20	701.110	TRCHG, BF & COMP 18"-36" SD, 8-12' D	$17.85	LF	992	17,707.20		
21	701.150	TRCHG, BF & COMP 42"-60" SD, <8' D	$26.51	LF	627	16,623.34		
22	701.160	TRCHG, BF & COMP 42"-60" SD, 8-12' D	$26.51	LF	658	17,445.23		
23	701.XXX	TRNCH ADD-ON FOR BASALT 18"-36"	$36.75	LF	2766	101,650.50		
24	701.XXX	TRNCH ADD-ON FOR BASALT 42"-54"	$105.00	LF	1330	139,650.00		
25	910.005	18" RCP, III	$38.90	LF	442	17,194.91		
26	910.009	24" RCP, III	$42.00	LF	1070	44,940.00		
27	910.013	30" RCP, III	$57.75	LF	622	35,920.50		
28	910.017	36" RCP, III	$78.75	LF	1080	85,050.00		
29	910.019	42" RCP, III	$97.65	LF	350	34,177.50		
30	910.021	48" RCP, III	$120.75	LF	726	87,664.50		
31	910.023	54" RCP, III	$147.00	LF	212	31,164.00		
32	910.XX4	OUTLET STRUCTURE - spillway	$7,350.00	EA	2	14,700.00		
33	910.XX6	LOW FLOW CHANNEL	$68.25	SY	71	4,845.75		
34	910.01X	CONCRETE RUNDOWN W/RIP RAP	$63.00	LF	22	1,386.00		
35	915.02X	CTH BSN, A, DWING	$3,753.75	EA	14	52,552.50		
36	915.030	CTH BSN, C, SG	$3,150.00	EA	2	6,300.00		
37	915.040	CTH BSN, C, DG	$4,919.25	EA	9	44,273.25		
38	915.050	CTH BSN, D, SG	$2,811.22	EA	1	2,811.22		
39	920.070	MH, 4' DIA, C OR E, 6'-10' D	$2,575.65	EA	5	12,878.25		
40	920.140	MH, 6' DIA, C OR E, 6'-10' D	$4,200.00	EA	21	88,200.00		
41	920.210	MH, 8' DIA, C OR E, 6'-10' D	$6,969.90	EA	2	13,939.80		
		SUBTOTAL STORM DRAIN				**907,377.47**		
		WATER						
42	701.XXX	TRNCH ADD-ON FOR BASALT	$39.90	LF	7448	297,175.20		
43	801.002	6" WL PIPE w/o FIT	$14.18	LF	1885	26,719.88		
44	801.003	8" WL PIPE w/o FIT	$19.43	LF	4381	85,100.93		
45	801.005	12" WL PIPE w/o FIT	$29.45	LF	3455	101,758.39		
46	801.059	NONPRESS CONN, w/FIT, WL	$1,680.00	EA	2	3,360.00		

Review by M.L

spw 12/5/07 KIS

Review by Brad.

OKAY ABC WUA
William J. Balch
12/3/2007

27' @2'

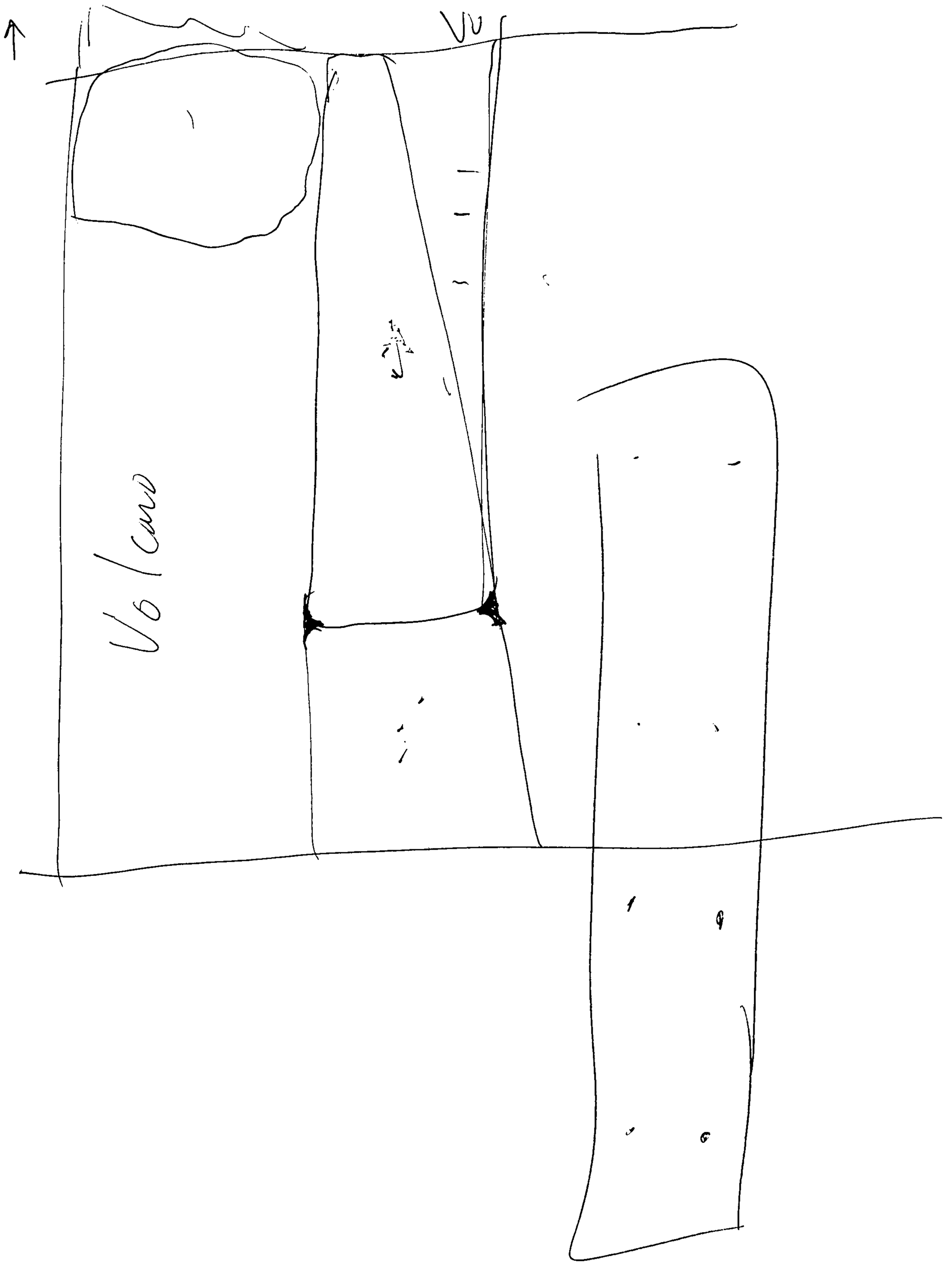
27.5 @2'

135 @3' sh 24

FINAL

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT
47	801.065	DI FIT, MJ, 4-14", WL	$2.63	LBS	11456	30,072.00		
48	801.081	6" GATE VALVE	$648.90	EA	5	3,244.50		
49	801.082	8" GATE VALVE	$919.54	EA	9	8,275.84		
50	801.084	12" GATE VALVE	$1,664.30	EA	3	4,992.91		
51	801.08X	2" AIR/VACUUM RELEASE VALVE	$8,400.00	EA	2	16,800.00		
52	801.105	VLV BOX A	$258.30	EA	19	4,907.70		
53	801.113	FH, 4' BURY	$2,467.50	EA	9	22,207.50		
54	801.11X	FH AIR RELEASE	$3,465.00	EA	5	17,325.00		
55	801.150	MJ REST GLND, 4"-8"	$176.40	EA	209	36,867.60		
56	801.151	MJ REST GLND, 10"-12"	$226.80	EA	24	5,443.20		
57	801.155	JNT REST HRNSS, 4"-8"	$176.40	EA	38	6,703.20		
58	801.157	JNT REST HRNSS, 10"-12"	$226.80	EA	25	5,670.00		
59	802.620	1" WTR SVC, SGL - IRRIGATION	$1,036.35	EA	2	2,072.70		
60	802.760	3/4" NS WTR LN, SS, NWM	$617.40	EA	10	6,174.00		
61	802.770	3/4" NS WTR LN, DS, NWM	$834.75	EA	70	58,432.50		
		SUBTOTAL WATER				**743,303.03**		
		SANITARY SEWER						
62	701.010	TRCH, BF, 4"-15" SAS, <8'	$14.70	LF	5999	88,185.30		
63	701.020	TRCH, BF, 4"-15" SAS, 8-12'	$18.90	LF	1965 ✓	37,138.50		
64	701.XXX	TRNCH ADD-ON FOR BASALT	$37.80	LF	7036	265,960.80		
65	901.030	8" SAS PIPE	$12.60	LF	7964 ✓	100,346.40		
66	905.030	4" SAS RISER ← Leave alone	$47.25	LF	303	14,316.75		
67	905.050	4" NEW SAS SVC	$551.25	EA	150 ✓	82,687.50		
68	920.070	MH, 4' DIA, C OR E, 6'-10' D,	$2,575.65	EA	41 ✓	105,601.65		
		SUBTOTAL SANITARY SEWER				**694,236.90**		
		SUBTOTAL CONSTRUCTION (UNIT II)				**3,916,363.65**		

Okay ABC 11/4/7
William J. Bailey
12/3/2007



13. Subtotal..... $ _____
N.M.G.R.T. _____ % $ _____ = $ _____
Contingencies _____ % $ _____ = $ _____
Engineering Fee _____ % $ _____ = $ _____
Testing Fee _____ % $ _____ = $ _____
Total Construction Cost..... $ _____

Amount of DESIGN DEPOSIT FEE (Figure 5) paid: $ 19,277.75
..... Date: 3-21-07

14. (Procedure C only)

COST APPORTIONMENT

	CITY-TO-PAY	DEVELOPER-TO-PAY
CONST.	$	$
CONT.		
ENG.		
TESTING		
SUB-TOTALS	$	$

TOTAL CITY COST: $ _____

TOTAL DEVELOPER COST: $ _____

15. Required Information (to be completed by City Project Review Section)

a. Outstanding Pro-rata: _____
(See Outstanding Pro-Rata Charge Form, Figure 8)
b. This work shall be done in accordance with the City of Albuquerque Standard Specifications for Public Works Construction 1986.
c. If Work Order is not issued within one (1) year of D.R.C. Chairman's Approval (item 17), then this document must be revised and resubmitted prior to entering into construction contract.
d. Recorded Plat _____. Recording No. _____
e. Types of easements Required _____
f. N.M.S.H.D. Permit Required _____
g. Other Permits Required:

Work Order - Excavation Ordinance Permits

Sanitary Sewer Lines.....	20	Block(s)	@ $ 42.00	= $	840.00
Sewer Services. (see NOTE 1)..	~~10~~ 0	Each	@ $	= $	-
Water Lines	19	Block(s)	@ $ 42.00	= $	798.00
Storm Drainage Facilities.....	17	Block(s)	@ $ 42.00	= $	714.00
Street Grading.....	/	Block(s)	@ $N.C.		
Curb & Gutter.....	44	Block(s)	@ $ 42.00	= $	1848.00 apd
Valley Gutter.....	18	Block(s)	@ $ 42.00	= $	~~588.00~~ 756.00
Drive Pads. (see NOTE 2).....	0	Each	@ $ -	= $	-
Wheelchair Ramps.(see NOTE 3).	-	Each	@ $ -	= $	-
Sidewalk (unless deferred).	29	Block(s)	@ $ 42.00	= $	1218.00 apd -
(1 Block = 660 Lin. Ft.)		Subtotal		= $	~~6006.00~~ 6174.00

NOTE 1 -No charge if these are constructed in conjunction with a new sewer line.

NOTE 2 -No charge if these are constructed contiguous with curb & gutter at time of Work Order.

NOTE 3 -No charge if these are constructed contiguous with sidewalk at time of Work Order.

SDWC

~~Hill Mt~~

Valley Guitar

ehl Clev.

STREET RESTORATION FEE ... (_____LF of excavation @ centerline + 30) x (paved street width) x (1/9) x ($_____) = $_____

Subtotal = $ 0.00

Work Order - Sidewalk Ordinance Fee
(If staked by City Surveyor)

Curb & Gutter..... _____ L.F. @ $ 0.41 = $_____
Valley Gutter..... _____ L.F. @ $ 0.41 = $_____

..... Subtotal = $ N/A

h. This project will generate future Pro-Rata on the following parcels:
(See Pro-Rate Statement Request Form, Figure 21)

_____

_____

_____

16. Signatures

Prepared By: [signature] 4-3-07
Name /Date

WILSON & COMPANY
Firm

Reviewed By:

_____
City Design Engineer /Date

17. RECOMMENDED:

[signature] 12/4/07
D.R.C. Chairman /Date

City Funded Projects Only

_____
Requesting Office /Date

***** FOR CONSTRUCTION *****

18. CONSTRUCTION DOCUMENTATION COMPLETE AND ACCEPTABLE:

Marie Maldonado
Project Administration Date

Design Deposit Fee 3/21/07
19,277.75

19. RECEIPT OF FEES (Procedures "A" and "B"):

Outside funds for City fees in the amount of $_____ have been received.

Marie Maldonado 7/5/07
Project Administrator Date

20. RECEIPT OF DEVELOPER COSTS (Procedure "C" only):

Outside funds in the amount of $_____ have been received in accordance with Procedure "C" Agreement between City and Developer for this Project and are to be expended as described in said Agreement.
These funds have been credited to _____ - _____.
Account Project/Activity

_____
Project Administrator Date

21. WORK ORDER PACKAGE TO CONSTRUCTION MANAGEMENT DIVISION:

_____
Received By Date

22. APPROVED FOR CONSTRUCTION:

_____
Construction Management Division Date

23. WORK ORDER RECEIVED:

_____
Contractor Date

PROPOSED STARTING DATE:

_____

FIGURE 5

DESIGN DEPOSIT FEE CALCULATION SHEET

La Cuentista Unit II

DATE: 02-27-07
PROJECT NO.: 709784

DEPOSIT SCHEDULE

CONSTRUCTION FEE	UNIT PRICE		X	QUANTITY		=	DEPOSIT FEE
SANITARY SEWER	$	0.35	X	7,952	LF	=	$2,783.20
WATER	$	0.30	X	9,728	LF	=	$2,918.40
WATER (FIRE HYDRANT)	$	43.00	X	13	EA	=	$559.00
PAVING (RESIDENTIAL)	$	1.05	X	8,905	LF	=	$9,350.25
PAVING (½ ARTERIAL)	$	1.25	X		LF	=	
MEDIAN LANDSCAPING	$		X		LF	=	
STORM DRAINAGE (PIPE)	$	0.85	X	4,314	LF	=	$3,666.90
STORM DRAINAGE (CHANNEL)	$	2.20	X		LF	=	
						TOTAL FEE	$19,277.75

Based on 6.6% engineering fee. Rates may be periodically adjusted. Current figures available from City Engineer.

DEPOSITOR: CK# 101

Name La Cuentista II, LLC

Address PO Box 51177
Albuquerque, NM 87181

Telephone 299-1500

Signed

CREDIT TO: Fund 110
441004-4985000

This deposit fee shall be held by the City Treasurer and held for a period of one year after the date of the approved Estimate (Figure 7). During this period the deposit fee may be applied to the required total Engineering Fee prior to release of the Work Order. Deposit fee not utilized within the above period of one year will be forfeited and no refunds will be made.

DUPLICATE
3/21/2007 2:49PM LOC: ANNX
RECEIPT# 00072869 WS# 008 TRANS# 0033
Account 441004 Fund 0110
Activity 4985000 TESLJS
Trans Amt $19,277.75
J24 Misc $19,277.75
CK $19,277.75
CHANGE $0.00
Thank You

FIGURE 8

La Cuentista Unit II

REF. PROJECT NO. 709784
ZONE MAP NO. C10 & 11,

REQUEST FOR DETERMINATION OF OUTSTANDING PRO-RATA CHARGES WATER & SANITARY SEWER

7/8/08

Date Requested: 04-03-2007 By Whom: Kristine Susco
Design Engineer

Legal Description of Property(ies):

TRACT C OF THE CORRECTION PLAT OF THE BULK LAND PLAT OF

LA CUENTISTA SUBDIVISION UPC # 1-010-064-519-425-4-1-10-1

Pro Rata Charges: No

Water: See Attachments

Sanitary Sewer: See Attachments

Name of Street(s): _____

Information Furnished By:

Per Loretta Cordova.

Frances Gonzales
(Print Name) Special Assessments

12-10-07
7/8/08 (Date)

COA/OPERATIONS ACCTNG.
2007 DEC -4 PM 1:54

cc: Project File _____

City of Albuquerque

Special Assessments

Property Municipal Lien Report Cover Sheet

For:

City Of Albuquerque
Po Box 1293
Albuquerque, NM 87103
Agent: S. Woodall

Request Date: 12/10/2007

Completed Date: 12/10/2007

Report Print Date: 12/10/200

Request Log No.: **07-011485**

Title Co File No.: **709784**

Total Search Request Charge: $.00

------ Title Search Properties ------

UPC	Contig	Lot	Block	SubDivision / Addition	Property Address
1-010-064-519-425-41101	☐	C		La Cuentista	Not Available

City Of Albuquerque

Special Assessments

Property Municipal Lien Report

For:
City Of Albuquerque
Po Box 1293
Albuquerque, NM 87103
Agent: S. Woodall

Request Date: 12/10/2007
Completed Date: 12/10/2007
Report Print Date: 12/10/200
Request Log No.: 07-011485
Title Co File No.: 709784

Property:
Address: Not Available
UPC: 1-010-064-519-425-41101
Legal: TRACT C LA CUENTISTA

Owner:
Volcano Cliffs Inc., A New Mexico Corporation
Po Box 1417
Los Lunas NM 87031

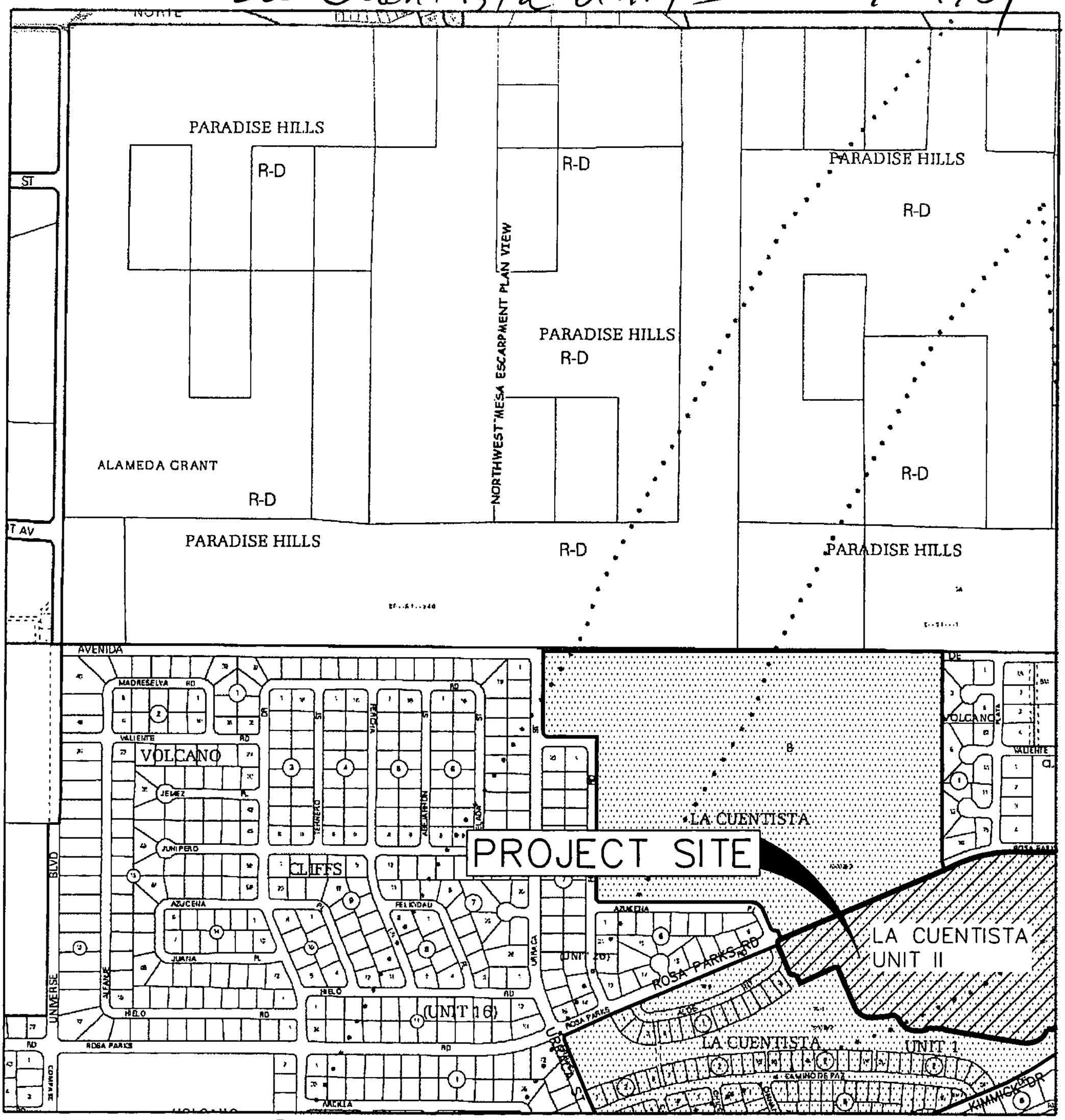
SAD Improvement	Item Num	Total Principal	Current Interest	Delinquent Interest	Penalty	Next Period Interest	Other	Payoff Amount
								$.00
					Special Assessment(s) Total Due			$.00

**** No SAD Charges for this Property! ****

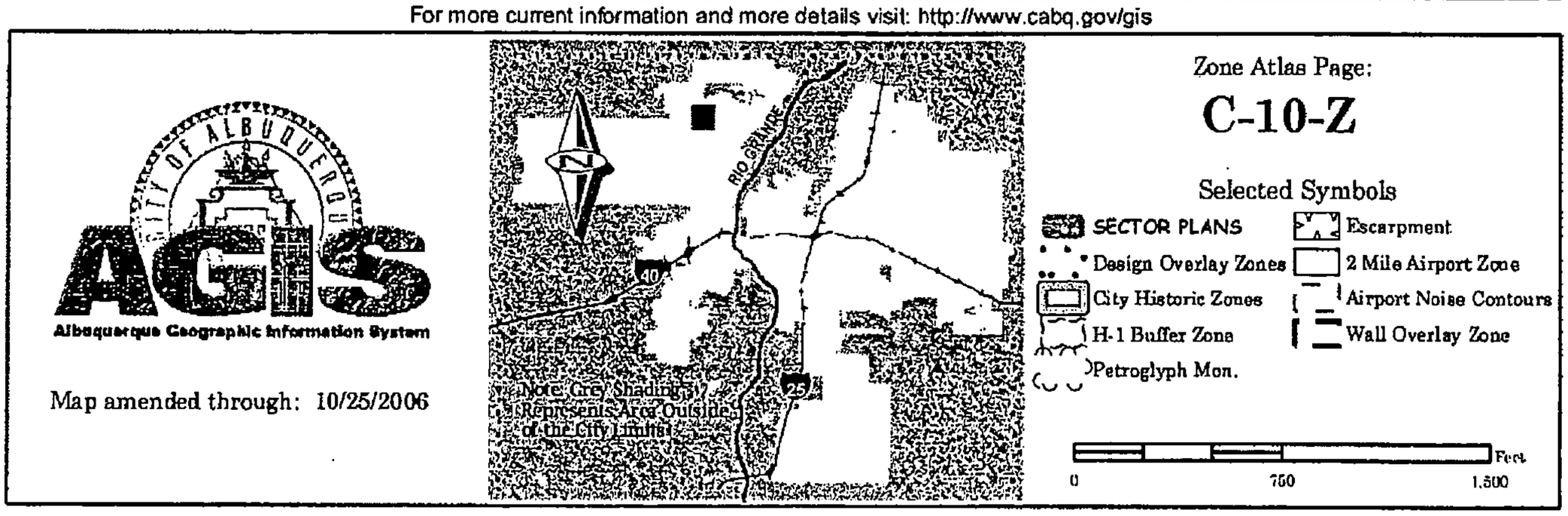
---------- End Of Report For This Property ----------

Searched By: actfnl

La Cuentista Unit II 709784



For more current information and more details visit: http://www.cabq.gov/gis



La Cuentista Unit II 709784

PARADISE HILLS

R-D

R-D

R-D

NORTHWEST MESA ESCARPMENT PLAN VIEW

PARADISE HILLS

NORTHWEST MESA ESCARPMENT PLAN IMPACT

LA VISTA

SU-1 PRD -FAR 0.5

RO-20

SU-1 PRD -FAR 0.5

NORTHWEST MESA ESCARPMENT PLAN CONSERVATION

TRACTS

BRUNGARDT--GUIDO M

SU-1 PRD -FAR 0.5

RO-20

SU-1 USES

PROJECT SITE

VOLCANO

VOLCANO

SHENANDOAH

SHENANDOAH

SHENANDOAH

SHENANDOAH

R-LT

R-LT

R-LT

ESTATES

PHASE

CLIFFS

CLIFFS

ROSA PARKS RD

UNSER BLVD

JAIMITO

CALLE CERROVIEJO

PASEO DEL NORTE

RIVERVIEW

LA CUENTISTA UNIT II

LA CUENTISTA

LA CUENTISTA

KIMMICK DR

ALTO

CHOCTAW TRL

HOMESTEAD

For more current information and more details visit: http://www.cabq.gov/gis

CITY OF ALBUQUERQUE

AGIS

Albuquerque Geographic Information System

Map amended through: 10/25/2006

Note: Grey Shading Represents Area Outside of the City Limits

RIO GRANDE

Zone Atlas Page:

C-11-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 760 1,600 Feet

LotFIGURE 21
PRO-RATA STATEMENT

Date: 4-03-2007

CITY ENGINEER-DESIGN/CONSTRUCTION DIVISION
Public Works Department
Project Review Section
P.O. Box 1293
Albuquerque, NM 87103

ATTN: Project Administrator

Reference our Infrastructure Improvements Project for Water and/or Sewer Extensions

in La Cuentista-Unit II, City Project No. 709784.
(Subdivision Name)

Please check appropriate box below:

[] I request that there be no pro-rata generated on this Contract.

[X] I request that the cost of the extensions in Project No. 709784 be pro-rated to the following adjacent benefiting properties. Listed below are the Legal Descriptions.

Lots 15 & 16 Block 1, Lots 4, 5, 6, 7F, Block 6, Unit 26

Volcano Cliffs Subdivision

REVIEWED BY:
A Woodall 12/4/07
D.R.C. Chairman

DEVELOPER: La Cuentista II, LLC

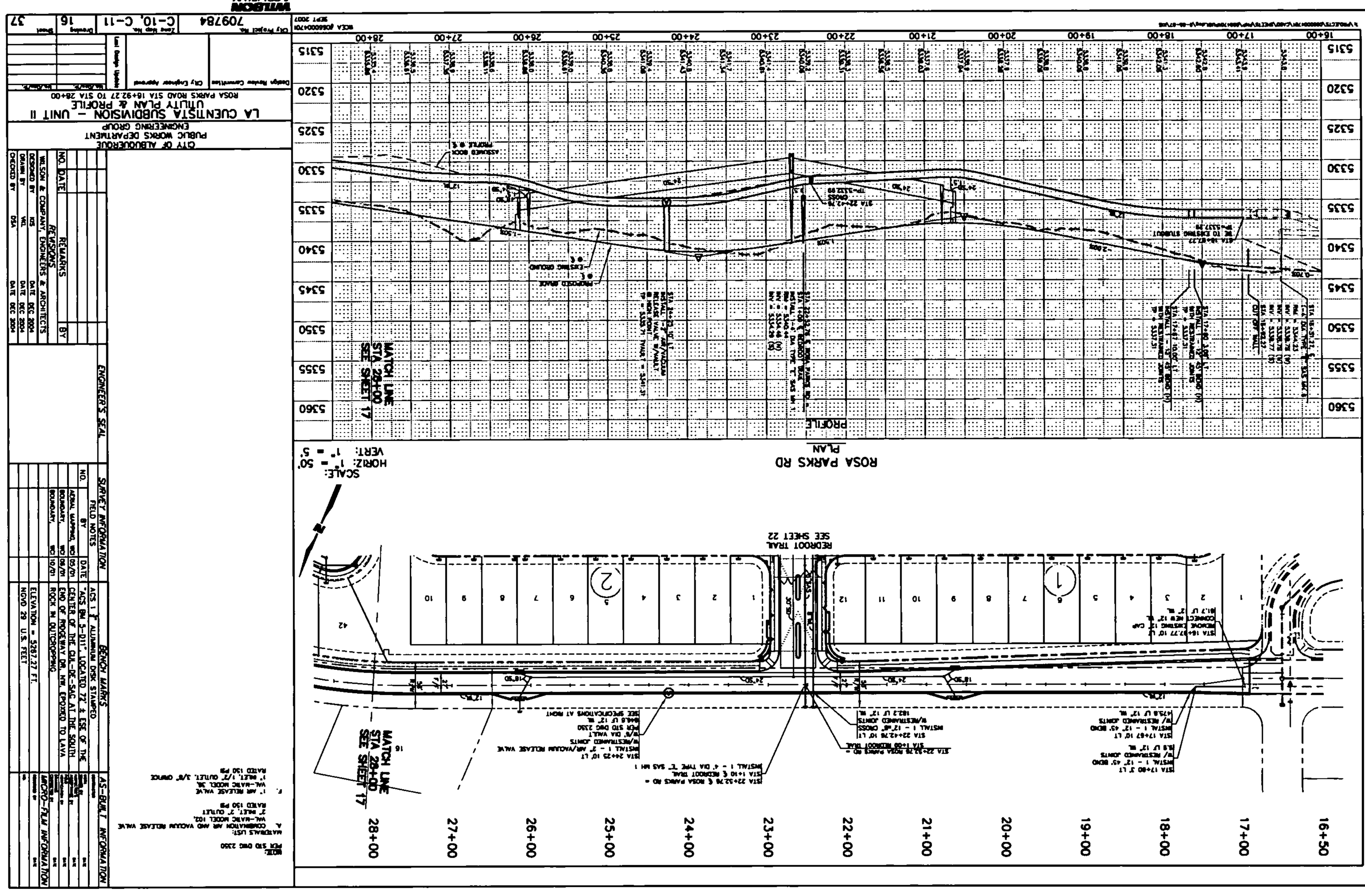
BY: NAME/TITLE: ~~Kr~~istine Susco, Project Designer

FIRM: Wilson and Company

ADDRESS: ~~4900 Lang Ave. NE~~ 2518 Eubank NE
~~Albuquerque, NM 87109~~ Alb. N.M 87112
ppw 7/16/08

PHONE NO.: 505-348-4191

APPROVED
William J. Balch 12-3-07
ABCWUA



CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
UTILITY PLAN & PROFILE
ROSA PARKS ROAD STA 16+92.27 TO STA 28+00

Design Review Committee	City Engineer Approval	Last Design Update	Zone Map No.	Drawing No.	Sheet
			C-10, C-11	16	37
			City Project No. 709784		

WILSON & COMPANY, ENGINEERS & ARCHITECTS

NO.	DATE	REMARKS	BY

DESIGNED BY KJS DATE DEC 2004
DRAWN BY VAL DATE DEC 2004
CHECKED BY DSA DATE DEC 2004

ENGINEER'S SEAL

SURVEY INFORMATION

	BY	DATE
FIELD NOTES		
AERIAL MAPPING	WC	05/01
BOUNDARY	WC	06/01
BOUNDARY	WC	10/01

BENCH MARKS

ACS 1 ½" ALUMINUM DISK STAMPED "ACS BM 5–D11" LOCATED 22' ± ESE OF THE CENTER OF THE CUL-DE-SAC AT THE SOUTH END OF ROADWAY DR, NW, EXPOSED TO LAVA ROCK IN OUTCROPPING.

ELEVATION = 5287.27 FT.
NGVD 29 U.S. FEET

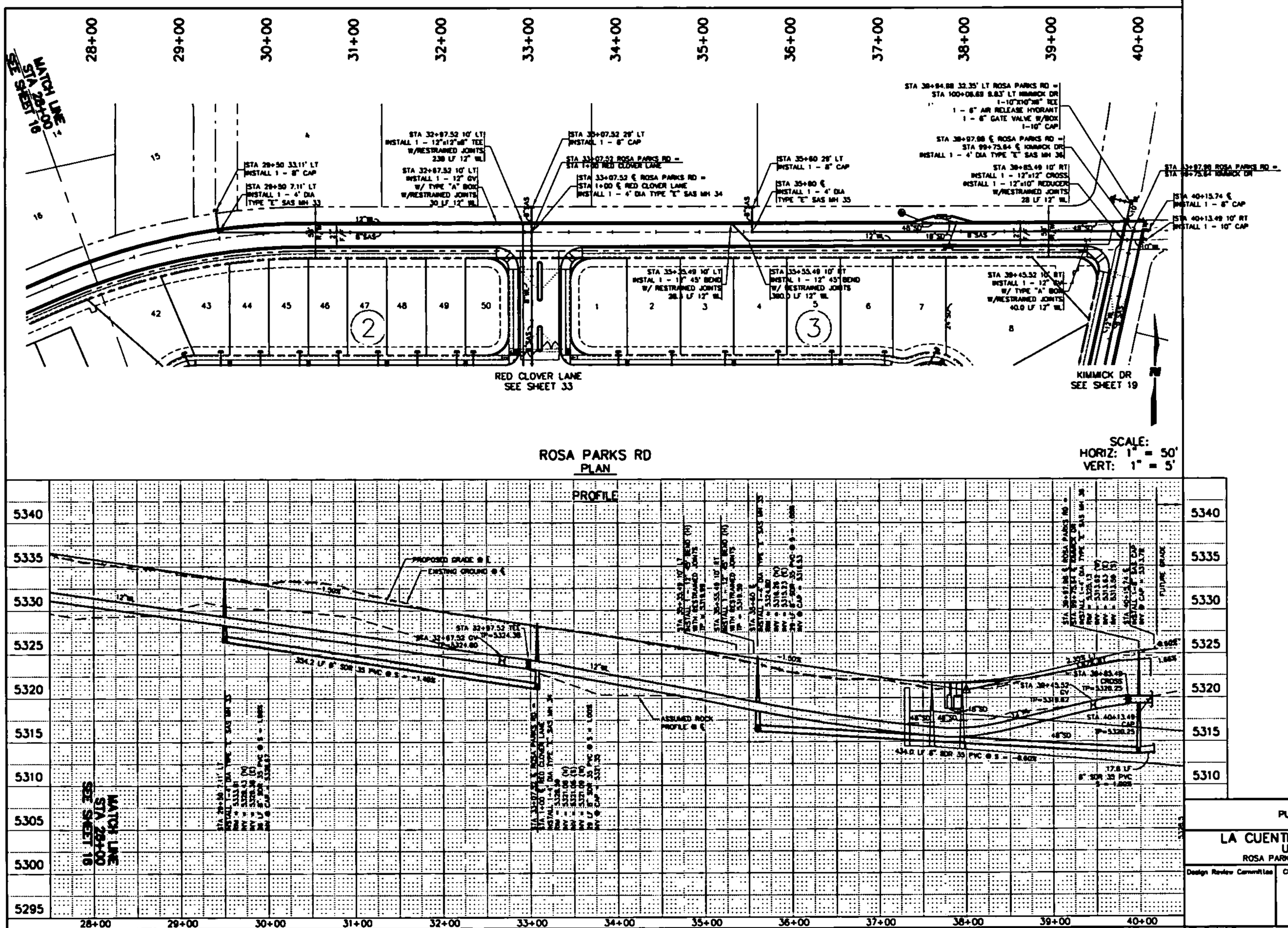
AS-BUILT INFORMATION

MICRO-FILM INFORMATION

NOTE:
PER STD DWG 2350

MATERIALS LIST:
A. COMBINATION AIR AND VACUUM RELEASE VALVE
VAL-MATIC MODEL 102,
2" INLET, 2" OUTLET
RATED 150 PSI

B. 1" AIR RELEASE VALVE
VAL-MATIC MODEL 36,
1" INLET, 1/2" OUTLET, 3/8" ORIFICE
RATED 150 PSI



AS-BUILT INFORMATION

BENCH MARKS
ACS 1 3" ALUMINUM DISK STAMPED
"ACS BM 5-D11" LOCATED 72' ± ESE OF THE CENTER OF THE CUA-DE-SAC AT THE SOUTH END OF RIDGEWAY DR. NW, ERODED TO LAVA ROCK IN OUTCROPPING
ELEVATION = 5267.27 FT.
NGVD 29 U.S. FEET

SURVEY INFORMATION
FIELD NOTES BY
AERIAL MAPPING, WD 05/01
BOUNDARY, WD 08/01
BOUNDARY, WD 10/01

MICRO-FILM INFORMATION

ENGINEER'S SEAL

NO.	DATE	REMARKS	BY
		REVISIONS	
		WILSON & COMPANY, ENGINEERS & ARCHITECTS	
		DESIGNED BY RIS	DATE DEC 2004
		DRAWN BY VAL	DATE DEC 2004
		CHECKED BY DSA	DATE DEC 2004

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

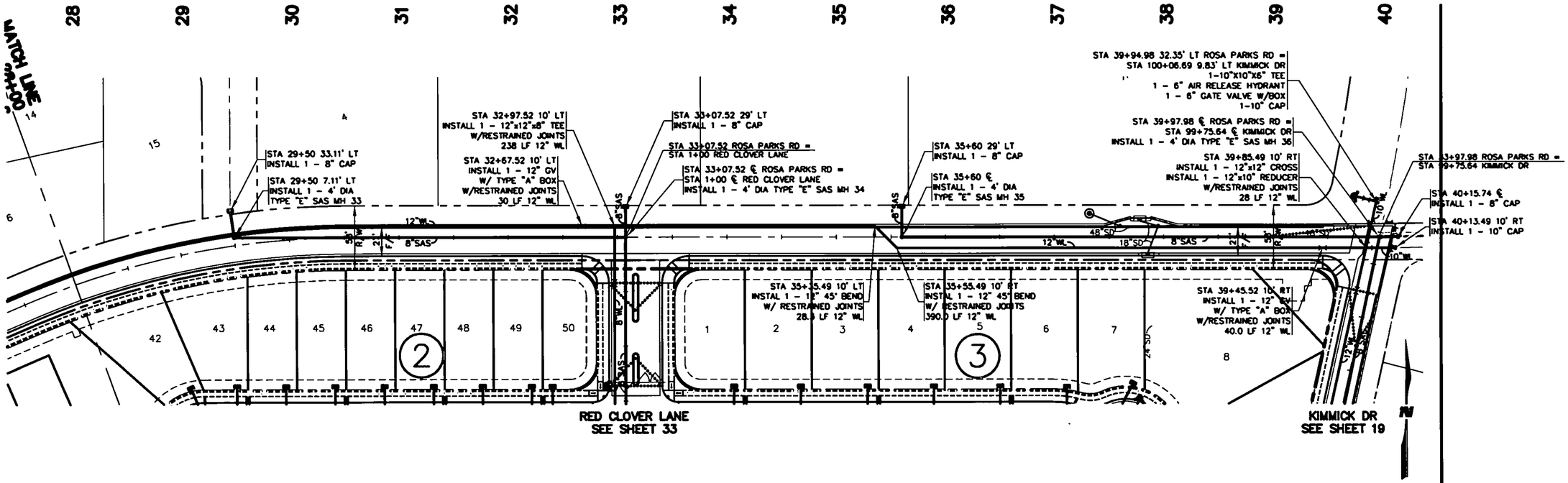
LA CUENTISTA SUBDIVISION – UNIT II
UTILITY PLAN & PROFILE
ROSA PARKS ROAD STA 28+00 TO STA 39+97.98

Design Review Committee	City Engineer Approval	Last Design Update	No./Date/By	No./Date/By

City Project No.	Zone Map No.	Drawing	Sheet
709784	C-10, C-11	17	37

WILSON & COMPANY

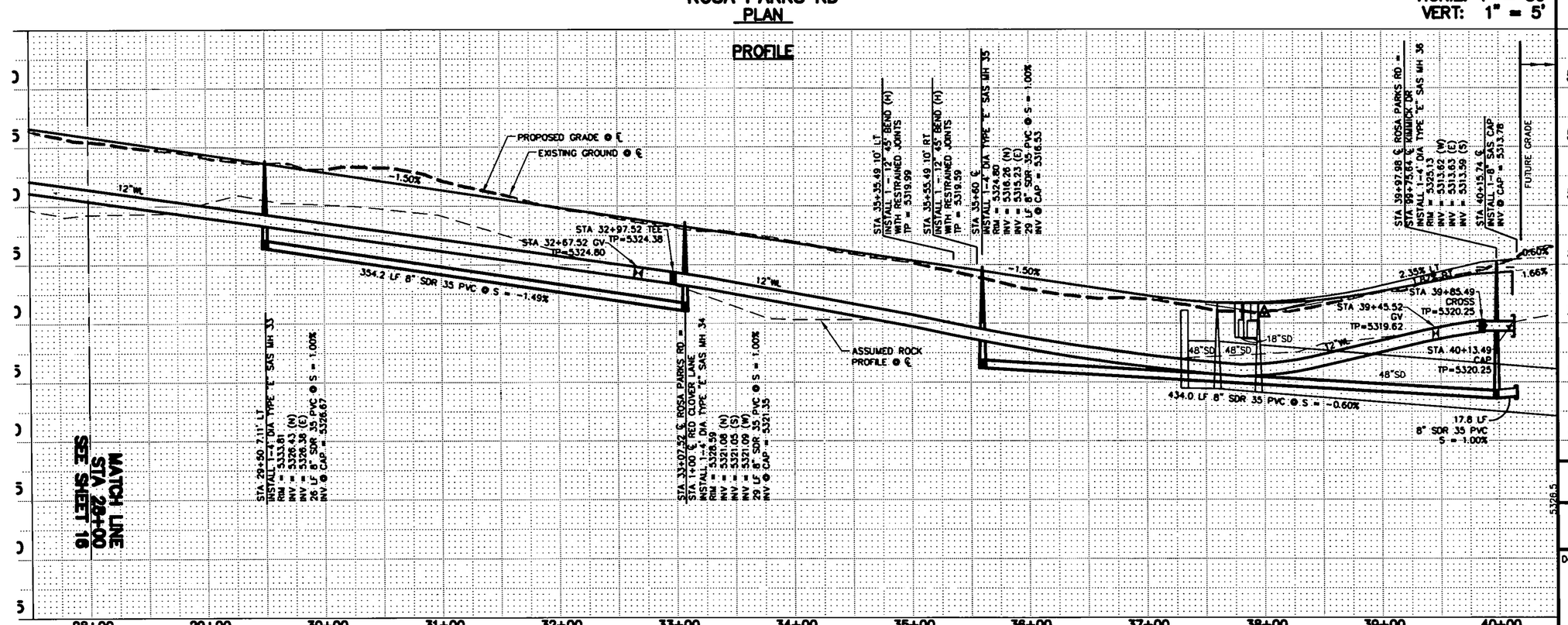
WCEA #0580004701
SEPT 2007



ROSA PARKS RD
PLAN

SCALE:
HORIZ: 1" = 50'
VERT: 1" = 5'

PROFILE



AS-BUILT INFORMATION	
CONTRACTOR	
WORK STAKED BY	
INSPECTION & FIELD VERIFICATIONS BY	
AS-BUILT DATA COMPILED BY	MICRO-FILM INC.
RECORDED BY	
NO.	

BENCH MARKS

ACS 1 ½" ALUMINUM DISK STAMPED "ACS BM 5-011", LOCATED 72' ± ESE OF THE CENTER OF THE CUL-DE-SAC AT THE SOUTH END OF RIDGEWAY DR. NW, EPOXIED TO LAVA ROCK IN OUTCROPPING

ELEVATION = 5287.27 FT.
NGVD 29 U.S. FEET

SURVEY INFORMATION

FIELD NOTES

NO.	BY	DATE
	AERIAL MAPPING, WCI	05/01
	BOUNDARY, WCI	06/01
	BOUNDARY, WCI	10/01

ENGINEER'S SEAL

NO.	DATE	REMARKS / REVISIONS	BY

WILSON & COMPANY, ENGINEERS & ARCHITECTS
DESIGNED BY KIS DATE DEC 2004
DRAWN BY VKL DATE DEC 2004

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
UTILITY PLAN & PROFILE
ROSA PARKS ROAD STA 28+00 TO STA 39+97.98

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.

City Project No.	Zone Map No.	Drawing	Sheet
709784	C–10, C–11	17	3

WCEA #0660004701
SEPT 2007

I:\0660004701\CADD\SHEETS\PNP\6604701PU02.dwg\9-05-07\KIS

STA 17+60 3' LT
INSTAL 1 – 12" 45° BEND
W/ RESTRAINED JOINTS
9.9 LF 12" WL

STA 17+67 10' LT
INSTAL 1 – 12" 45° BEND
W/ RESTRAINED JOINTS
475.8 LF 12" WL

STA 16+97.77 10' LT
REMOVE EXISTING 12" CAP
CONNECT NEW 12" WL
61.7 LF 2" WL

STA 22+52.76 ROSA PARKS RD =
STA 1+00 REDROOT TRAIL

STA 22+42.76 10' LT
INSTALL 1 – 12"x8" CROSS
W/RESTRAINED JOINTS
182.2 LF 12" WL

STA 22+52.76 ℄ ROSA PARKS RD =
STA 1+10 ℄ REDROOT TRAIL
INSTALL 1 – 4' DIA TYPE "E" SAS MH 1

STA 24+25 10' LT
INSTALL 1 – 2" AIR/VACUUM RELEASE VALVE
W/RESTRAINED JOINTS
W/6' DIA VAULT
PER STD DWG 2350
846.6 LF 12" WL
SEE SPECIFICATIONS AT RIGHT

MATCH LINE
STA 28+00
SEE SHEET 17

12"WL
18"SD
24"SD
30"SD
8"WL
58' R/W
27' F/F
8"SAS
REDROOT TRAIL
SEE SHEET 22

A. COMBINATION AIR AND VACUUM RELEASE VALVE
VAL-MATIC MODEL 102,
2" INLET, 2" OUTLET
RATED 150 PSI

F. 1" AIR RELEASE VALVE
VAL-MATIC MODEL 38,
1" INLET, 1/2" OUTLET, 3/8" ORIFICE
RATED 150 PSI

ROSA PARKS RD
PLAN

SCALE:
HORIZ: 1" = 50'
VERT: 1" = 5'

PROFILE

STA 16+51.27 ℄
1-4' DIA. TYPE "E" SAS MH 6
RIM = 5344.23
INV = 5338.79 (W)
INV = 5338.79 (N)
INV = 5338.77 (S)
STA 16+92.27
CUT OFF WALL

STA 17+60 3.00' LT
INSTALL 1 – 12" 45° BEND (H)
WITH RESTRAINED JOINTS
TP = 5337.31

STA 17+67 10.00' LT
INSTALL 1 – 12" 45° BEND (H)
WITH RESTRAINED JOINTS
TP = 5337.31

STA 22+52.76 ℄ ROSA PARKS RD =
STA 1+00 ℄ REDROOT TRAIL
INSTALL 1-4' DIA TYPE "E" SAS MH 1
RIM = 5340.44
INV = 5334.46 (N)
INV = 5334.29 (S)

STA 24+25 10' LT
INSTALL 1 – 2" AIR/VACUUM
RELEASE VALVE W/VAULT
@ HIGH POINT
TP = 5335.71 (VAULT = 5341.3')

MATCH LINE
STA 28+00
SEE SHEET 17

PROPOSED GRADE ℄
EXISTING GROUND ℄

STA 16+97.77
TIE TO EXISTING STUBOUT
TP=5337.29

STA 22+42.76
CROSS
TP=5332.99

ASSUMED ROCK PROFILE ℄

-0.70%
-2.00%
1.50%
-1.50%
12"WL
24"SD
18"SD
1.5

5360 5355 5350 5345 5340 5335 5330 5325 5320 5315

5343.8
5343.9 5343.41
5342.8 5342.30
5341.3 5342.06
5339.9 5341.06
5338.8 5340.06
5338.8 5339.06
5337.9 5338.28
5336.9 5337.84
5337.8 5338.03
5338.5 5338.56
5338.3 5339.31
5339.2 5340.06
5341.4 5340.81
5341.7 5341.34
5340.8 5341.43
5339.4 5341.08
5338.8 5340.36
5339.0 5339.61
5338.0 5338.86
5338.6 5338.11
5338.9 5337.36
5338.5 5336.61
5335.4 5336.86

+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00 25+00 26+00 27+00 28+00

\0650004701\CADD\SHEETS\PNP\5604701PU01.dwg\9-05-07\KIS

WCEA #0650004701
SEPT 2007

AS-BUILT
CONTRACTOR
STAKED BY
INSPECTION & FIELD VERIFICATION BY
CORRECTED BY
MICRO-FILM
RECORDED BY
WL

BENCH MARKS
ACS 1 ¾" ALUMINUM DISK STAMPED
"ACS BM 5-D11", LOCATED 72' ± ESE OF THE
CENTER OF THE CUL-DE-SAC AT THE SOUTH
END OF RIDGEWAY DR. NW, EPOXIED TO LAVA
ROCK IN OUTCROPPING

ELEVATION = 5267.27 FT.
NGVD 29 U.S. FEET

SURVEY INFORMATION
FIELD NOTES

NO.	BY	DATE
	AERIAL MAPPING, WCI	05/01
	BOUNDARY, WCI	06/01
	BOUNDARY, WCI	10/01

ENGINEER'S SEAL

NO.	DATE	REMARKS
		REVISIONS

WILSON & COMPANY, ENGINEERS & ARCHITECTS
DESIGNED BY KIS DATE DEC 2004
DRAWN BY VKL DATE DEC 2004

CITY OF ALBUQUERQUE
PUBLIC WORKS DEPARTMENT
ENGINEERING GROUP

LA CUENTISTA SUBDIVISION – UNIT II
UTILITY PLAN & PROFILE
ROSA PARKS ROAD STA 16+92.27 TO STA 28+00

Design Review Committee	City Engineer Approval	Last Design Update	Mo./Day/Yr.	Mo./Day/Yr.

City Project No.	Zone Map No.	Drawing	Sheet
709784	C-10, C-11	16	3

Susco, Kristine I.

From: Kristin Armstrong [casadearmstrong@msn.com]
Sent: Friday, July 18, 2008 8:30 AM
To: Susco, Kristine I.
Subject: Re: La Cuentista II - Federal ID #

Kristine,

ReLinda is no longer with our office, so all of her emails are forwarded to me. Please let me know if you had anything in the pipeline that she was working on for you.

Do you need the FEIN for La Cuentista II Sales, LLC? That is a different entity from the one you mentioned (I know, it's confusing for us too), but is the partnership that holds the responsibility for the development on Unit II. It's FEIN is **20-8376509.**

confirmed by consultant via phone on 7/18/08
Firm Name is La Cuentista II Sales Same address on Earbank.

Thanks,

Kristin Armstrong

Lee Michael Homes, Inc.
Phone: (505) 299-1500
Fax: (505) 299-8189
Cell: (505) 235-2000

> ----- Original Message -----
> **From:** Susco, Kristine I.
> **To:** Mike
> **Cc:** ReLinda Anderson
> **Sent:** Thursday, July 17, 2008 5:00 PM
> **Subject:** La Cuentista II - Federal ID #
>
> Relinda-
>
> Stephen Woodall with the COA has requested the Federal ID number for La Cuentista II, LLC, for the pro-rata form. Can you provide me that? Let me know if you have questions. Thanks!
>
> **Kristine Susco**
> *Project Manager*
>
> **Wilson & Company, Inc., Engineers & Architects**
> 4900 Lang Ave. NE
> Albuquerque, New Mexico 87109
> 505-348-4191 direct 505-348-4072 fax
> *www.wilsonco.com*
>
> Please consider the environment before printing this email
>
> **********
> Confidential/Proprietary Note:
> The information in this email is confidential and may be legally privileged.

Job Code 2007-018
Job Description La Cuentista Unit II

Job Location West Mesa
Job City Albuquerque

Bid Date

Proposal

Line No.	Pay Item No.	Pay Item Description *Subtotal Description*	Quantity	Unit of Measure	Unit Price	Total Price
1	1	Subgrade Prep, 12"	35,787.00	Square Yard	2.50	**89,467.50**
2	2	AC Paving, 2.5", SP-III	10,185.00	Square Yard	10.50	**106,942.50**
3	3	AC Paving, 2.0", SP-III, 2 Lifts	20,370.00	Square Yard	9.15	**186,385.50**
4	4	AC Paving, 1.5", Ty C, 2 Lifts	48,712.00	Square Yard	6.65	**323,934.80**
5	5	Tack Coat	45,971.00	Square Yard	0.40	**18,388.40**
6	6	Curb & Gutter, Std	15,365.00	LF	17.00	**261,205.00**
7	7	Curb & Gutter, Med	686.00	LF	15.00	**10,290.00**
8	8	Asphalt Curb	3,397.00	LF	7.30	**24,798.10**
9	9	Valley Gutter, 4'	46.00	Square Yard	56.00	**2,576.00**
10	10	Valley Gutter, 6'	744.00	Square Yard	50.00	**37,200.00**
11	11	Alley Drivepad	153.00	Square Yard	55.00	**8,415.00**
12	12	Alley Gutter	1,360.00	LF	18.00	**24,480.00**
13	13	5' Sidewalk	3,968.00	Square Yard	32.00	**126,976.00**
14	14	Med Pavement	972.00	SF	10.00	**9,720.00**
15	15	Alley Cutoff Wall	82.00	CY	480.00	**39,360.00**
16	16	Wheelchair Ramp	29.00	EA	1,700.00	**49,300.00**
17	17	2' Cutoff Wall	3.00	CY	480.00	**1,440.00**
18	18	Striping	1.00	LS	9,000.00	**9,000.00**
		Subtotal Roadway			***Subtotal:***	***1,329,878.80***
					Running Total:	***1,329,878.80***
19	19	6" C-900 Waterline	1,763.00	LF	11.00	**19,393.00**
20	20	8" C-900 Waterline	4,377.00	LF	13.00	**56,901.00**
21	21	12" C-900 Waterline	3,454.00	LF	23.00	**79,442.00**
22	22	6" Gate Valve	3.00	EA	620.00	**1,860.00**
23	23	8" Gate Valve	9.00	EA	880.00	**7,920.00**
24	24	12" Gate Valve	3.00	EA	1,500.00	**4,500.00**
25	25	Valve Box, Ty A	15.00	EA	400.00	**6,000.00**

Line No.	Pay Item No.	Pay Item Description *Subtotal Description*	Proposal Quantity	Unit of Measure	Unit Price	Total Price
26	26	2" AV Rel	1.00	EA	5,000.00	**5,000.00**
27	27	Rem Cap	1.00	EA	50.00	**50.00**
28	28	Fittings	11,654.00	Pound	1.800000000000009	**20,977.20**
29	28A	MJ Restraining Glands, 4"-8"	188.00	Each	100.00	**18,800.00**
30	28B	MJ Restraining Gland, 10"-12"	33.00	Each	130.00	**4,290.00**
31	28C	JT Restraining Harness, 4"-8"	68.00	Each	110.00	**7,480.00**
32	28D	JT Restraining Harness, 10"-12"	37.00	Each	170.00	**6,290.00**
33	29	4' AR Fire Hydrant	7.00	EA	2,900.00	**20,300.00**
34	30	4' Fire Hydrant	7.00	EA	4,500.00	**31,500.00**
35	30A	FH Extensions, 6"-12"	7.00	Each	400.00	**2,800.00**
36	30B	FH Extensions, 18"24"	7.00	Each	480.00	**3,360.00**
37	31	3/4" Water Service, Sgl	14.00	EA	730.00	**10,220.00**
38	32	3/4" Water Service, Dbl	68.00	EA	1,000.00	**68,000.00**
39	33	8" Waterline Connections	1.00	EA	740.00	**740.00**
40	34	12" Waterline Connections	2.00	EA	740.00	**1,480.00**
		Subtotal Water			***Subtotal:***	***377,303.20***
					Running Total:	***1,707,182.00***
41	35	TBC, 4"-15", <8'	5,305.00	LF	12.00	**63,660.00**
42	36	TBC, 4"-15", 8'-12'	2,106.00	LF	13.00	**27,378.00**
43	37	TBC, 4"-15", 12'-16'	390.00	LF	15.00	**5,850.00**
44	38	8" SDR-35, SAS Line	7,801.00	LF	13.00	**101,413.00**
45	39	MH, 4' Dia, Ty E, SAS, 6'-10'	36.00	EA	2,500.00	**90,000.00**
46	40	MH, 4' Dia, Ty E, SAS, 10'-14'	4.00	EA	3,000.00	**12,000.00**
47	41	MH, 4' Dia, Ty E, SAS, 14'-18'	1.00	EA	3,400.00	**3,400.00**
48	42	4" SAS Service	150.00	EA	540.00	**81,000.00**
49	43	8" SAS Connections	2.00	EA	2,100.00	**4,200.00**
50	44	8" SAS Caps	4.00	EA	70.00	**280.00**
		Subtotal Sanitary Sewer			***Subtotal:***	***389,181.00***
					Running Total:	***2,096,363.00***
51	45	TBC, 18"-36", <8'	2,227.00	LF	14.00	**31,178.00**

Line No.	Pay Item No.	Pay Item Description *Subtotal Description*	Proposal Quantity	Unit of Measure	Unit Price	Total Price
52	46	TBC, 18"-36", 8'-12'	642.00	LF	16.00	**10,272.00**
53	47	TBC, 18"-36", 12'-16'	257.00	LF	18.00	**4,626.00**
54	48	TBC, 42"-60", <8'	814.00	LF	22.00	**17,908.00**
55	49	TBC, 42"-60", 8'-12'	257.00	LF	25.00	**6,425.00**
56	50	TBC, 42"-60", 12'-16'	86.00	LF	25.00	**2,150.00**
57	51	18" RCP, Cl III	405.00	LF	41.00	**16,605.00**
58	52	24" RCP, Cl III	1,069.00	LF	50.00	**53,450.00**
59	53	30" RCP, Cl III	621.00	LF	64.00	**39,744.00**
60	54	36" RCP, Cl III	1,029.00	LF	75.00	**77,175.00**
61	55	42" RCP, Cl III	350.00	LF	100.00	**35,000.00**
62	56	48" RCP, Cl III	353.00	LF	120.00	**42,360.00**
63	57	54" RCP, Cl III	456.00	LF	170.00	**77,520.00**
64	58	RCP Plug, 24"	1.00	EA	430.00	**430.00**
65	59	MH, 4' Dia, Ty E, SD, <6'	3.00	EA	2,000.00	**6,000.00**
66	60	MH, 4' Dia, Ty E, SD, 6'-10'	1.00	EA	2,600.00	**2,600.00**
67	61	MH, 6' Dia, Ty E, SD, <6'	2.00	EA	3,600.00	**7,200.00**
68	62	MH, 6' Dia, Ty E, SD, 6'-10'	15.00	EA	4,400.00	**66,000.00**
69	63	MH, 6' Dia, Ty E, SD, 10'-14'	3.00	EA	5,100.00	**15,300.00**
70	64	MH, 6' Dia, Ty E, SD, 14'-18'	1.00	EA	5,600.00	**5,600.00**
71	65	MH, 8' Dia, Ty E, SD, 6'-10'	1.00	EA	7,500.00	**7,500.00**
72	66	MH, 8' Dia, Ty E, SD, 10'-14'	1.00	EA	8,400.00	**8,400.00**
73	67	MH, 8' Dia, Ty E, SD, 14'-18'	1.00	EA	9,200.00	**9,200.00**
74	68	Pillbox Manhole, 5' Dia	1.00	EA	12,000.00	**12,000.00**
75	69	Inlet, Ty A, SG, DT	14.00	EA	3,900.00	**54,600.00**
76	70	Inlet, Ty C, SG	4.00	EA	3,100.00	**12,400.00**
77	71	Inlet, Ty C, DG	7.00	EA	4,900.00	**34,300.00**
78	72	Inlet, Ty D, SG	1.00	EA	3,000.00	**3,000.00**
79	73	Outlet Structure	1.00	EA	15,000.00	**15,000.00**
80	74	Spillway	76.00	Square Yard	200.00	**15,200.00**

Proposal

Line No.	Pay Item No.	Pay Item Description *Subtotal Description*	Quantity	Unit of Measure	Unit Price	Total Price
		Subtotal Storm Sewer			***Subtotal:***	***689,143.00***
					Running Total:	***2,785,506.00***
81	76	Traffic Control	1.00	LS	7,500.00	**7,500.00**
82	77	Permanent Barricacing	1.00	LS	6,000.00	**6,000.00**
		Subtotal Misc			***Subtotal:***	***13,500.00***
					Running Total:	***2,799,006.00***
					GRAND TOTAL:	**2,799,006.00**

Proposal Certification

2,799,006•00 +
7,500•00 -
002.....
2,791,506•00 G+

CONTRACT CONTROL FORM

PRELIMINARY REVIEW

Project: 709784
CCN#200701268

Contact Person **Marilyn Maldonado** **EXT**

Type of Agreement: Construction Paper Work
Name: La Cuentista II
Developer: La Cuentista II LLC.

Contract Amount $N/A SIA Contract Period: - 08/10/2008
Contract Amount $ S/W Contract Period: -

DRAFT CONTRACT:
Rec□d by Legal: _____ Rejected/Returned to Dept.: _____/_____
Returned to Legal: _____/_____ Approved: _____ Initials: _____

FINANCIAL GUARANTY:
Letter of Credit No. _____Date: _____ Attached: Yes___ No.___ Initial_____
Other: Type _____ Date: _____ Attached: Yes___ No.___ Initial_____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Date Delivered	Returned to Dept.	Approved By	Approval Date
Utility Div				
Hydrology Div				
Transportation Div				
DRC Chairman	04/01/2008	4-3-08		4-3-08 4/4/08
Legal Dept				
City Engineer	4-7-08			
County Clerk				
CAO				

DISTRIBUTION:

	Date:	By:
User Department.		
Vendor		
City Clerk		
Treasury		
Other: _____		

ADDENDUM TO COVER PAGE

4.4.08
(Date)

TO: Kevin Curran, Assistant City Attorney, Legal Department

FROM: Project Administrator, Project Review Sec., PWD

SUBJECT: PROJECT NAME: La Cuentista II PROJECT # 709784

The attached documents have been review, approved, initialed and/or signed by the DRC Chairman and are submitted for your action as noted. 4-3-08

ITEM	ACTION		
	Review & Approval	Reference	Comments
Procedure "A"	☐☐☐	☐☐☐	_____
Procedure "B"	☐☐☐	☒☐☐	_____
Procedure "B" Modified Non Work Order	☐☐☐	☐☐☐	_____
Procedure "C"	☐☐☐	☐☐☐	_____
Procedure "C" Modified	☐☐☐	☐☐☐	_____
Special Agreement	☐☐☐	☐☐☐	_____
Sidewalk Deferral Agreement	☐☐☐	☐☐☐	_____
Amendment	☐☐☐	☐☐☐	_____
Assignment	☐☐☐	☐☐☐	_____
Financial Guarantee	☐☐☐	☒☐☐	_____
Construction Paperwork:			
Contractors Proposal	☒☐☐	☐☐☐	_____
Performance/Warranty Bonds	☒☐☐	☐☐☐	_____
Labor/Material Bonds	☒☐☐	☐☐☐	_____
Certificate of Insurance	☒☐☐	☐☐☐	_____
Engineers Cost Estimate	☒☐☐	☐☐☐	_____
Extension	☐☐☐	☐☐☐	_____
Release/Agreement	☐☐☐	☐☐☐	_____
Release/Financial Guarantee	☐☐☐	☐☐☐	_____
Calling Notice	☐☐☐	☐☐☐	_____
Letter of Commitment	☐☐☐	☐☐☐	_____
Reduction Letter	☐☐☐	☐☐☐	_____
License Agreement	☐☐☐	☐☐☐	_____
Monitoring Well Permit	☐☐☐	☐☐☐	_____
Agreement & Covenant	☐☐☐	☐☐☐	_____
Drainage Covenant	☐☐☐	☐☐☐	_____
Revocable Permit	☐☐☐	☐☐☐	_____
Encroachment	☐☐☐	☐☐☐	_____
Permanent Easement	☐☐☐	☐☐☐	_____
Temporary Easement	☐☐☐	☐☐☐	_____
Power of Attorney	☐☐☐	☐☐☐	_____
Certificate of Work Order Completion	☐☐☐	☐☐☐	_____
Certificate of Completion and Acceptance	☐☐☐	☐☐☐	_____
Grading & Drainage Certification	☐☐☐	☐☐☐	_____
Notice of Acceptance - Centerline Monu.	☐☐☐	☐☐☐	_____
Corporate Resolution	☐☐☐	☐☐☐	_____

Other: Fig 5, 7, 8 + 21

Please Call Marilyn Maldonado at 924-3997 if you have any questions regarding the above or when the documents are ready to be picked up.

No. of Attachments (11)

SURETY RIDER 001

La Cuentista II Sales, LLC/City of Albuquerque

RE: SURETY BOND FOR La Cuentista Subdivision Unit II COA#709784 Bond Number 965-006-321

It is hereby agreed to and understood by the Principal, Construction Contracting & Management, Inc. located at 8019 Edith Blvd. NE, Albuquerque, New Mexico 87113 and the Surety, Liberty Mutual Insurance Company that the original bond numbered 965-006-321 in the amount of ($2,789,606.00) Two Million Seven Hundred Eighty Nine Thousand Six Hundred Six 00/100 in favor of the La Cuentista for Contract La Cuentista Subdivision Unit II is amended to reflect the following change:

Contract Amount is amended to $2,991,437.66.

The conditions or parameters set forth in this bond are not altered by this rider.

This is effective as of the 11th day of March, 2008.

Construction Contracting & Management, Inc.

Principal Elenore Gaff

Attest:

Liberty Mutual Insurance Company

Seal

Tracy L. Duran, Attorney-in-Fact

Attest: Stacy Nagel

RECEIVED
MAR 2 4 2008
DESIGN REVIEW

FIGURE 20
BOND FORMS

A. PERFORMANCE/WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That [insert the legal name and address of Contractor for Developer:] Construction Contracting & Management, Inc., 8019 Edith Blvd. NE, Albuquerque, NM 87113 as Principal, hereinafter called Contractor, and [insert the legal title of Surety:] Liberty Mutual Insurance Company, 370 East South Temple #250, Salt Lake City, UT 84111, as Surety, hereinafter called the Surety, are held and firmly bound unto [insert the legal name and address of the Owner of the bond (Subdivider/Developer:] La Cuentista II Sales, LLC P.O. Box 51177, Albuquerque, New Mexico 87181-1177 as Obligee, hereinafter called Owner, in the amount of Two Million Seven Hundred Eighty Nine Thousand Six Hundred Six 00/100----- Dollars ($2,789,606.00---------), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 9/13/07, 20__ enter into a contract with Owner to construct La Cuentista Subdivision Unit II COA#709784 in accordance with drawings and specifications prepared by [name and title:] Wilson & Company, Inc. 2600 American Road SE, Suite 100, Rio Rancho, New Mexico 87124, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, but not exceeding, including other costs, and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The Contractor shall guarantee any and all work performed under this bond against defective materials and workmanship, for a period of one (1) year following its completion and its acceptance by the City of Albuquerque.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

Following the completion and formal acceptance by the City of Albuquerque of any and all work performed under this bond, the right of action with respect to the guarantee against defective materials and workmanship on this bond shall accrue to and for the City of Albuquerque, a municipal corporation.

Signed and Sealed this 5th day of October, 20 07

Name of Principal (Contractor):

Construction Contracting & Management, Inc.

By: _____

Its [Title:] Exec. V.P.

Name of Surety:

Liberty Mutual Insurance Company

By: _____

Its [Title:] Tracy L. Duran, Attorney-In-Fact

Local Agent of Surety:

Aon Risk Services

Address: 6000 Uptown Blvd NE, Suite 400
Albuquerque, New Mexico 87110

Phone: (505) 889-6783

[SURETY POWER OF ATTORNEY ATTACHED]

B. LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with the performance/warranty bond in favor of the owner/subdivider/developer conditioned for the full and faithful performance of the contract.

KNOW ALL PERSONS BY THESE PRESENTS:

That [insert the legal name and address of Contractor for Developer:] Construction Contracting & Management, Inc. 8019 Edith Blvd. NE, Albuquerque, NM 87113 as Principal, hereinafter called Contractor, and [insert the legal title of Surety:] Liberty Mutual Insurance Company, 370 East South Temple #250, Salt Lake City, UT 84111, as Surety, hereinafter called Surety, are held and firmly bound unto [insert the legal name and address of the Owner of the bond (Subdivider/Developer:] La Cuentista II Sales, LLC P.O. BOx 51177,, Albuquerque, New Mexico 87181-1177 as Obligee, hereinafter called Owner, for the use and benefit of Claimants as hereinbelow defined, in the amount of Two Million Seven Hundred Eighty Nine Thousand Six Hundred Dollars ($ 2,789,606.00----- Six 00/100), for the payment whereof Principal and Surety firmly bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally by these presents.

WHEREAS, Principal has by written agreement dated 9/13/07 entered into contract with the Owner for La Cuentista Subdivision Unit II COA#709784, in accordance with drawings and specifications prepared by [name and title:] Wilson & Company, Inc. 2600 American Road SE, Suite 100 Rio Rancho,, New Mexico 87124 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant, as herein defined, who has not been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution hereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a.) Unless claimant, other than on having a direct contract with the Principal, shall have given written notice to any two (2) of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice

shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforementioned project is located, save that such service need not be made by a public officer.

b.) After the expiration of two (2) years following the date of final settlement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c.) Other than in a state court of competent jurisdiction as established by law.

Signed and Sealed this 5th day of October, 20 07

Name of Principal (Contractor):

Construction Contracting & Management, Inc.

By: _____

Its [~~Title:~~] Exec V Pres

Name of Surety:

Liberty Mutual Insurance Company

By: _____

Its [Title:] Tracy L. Duran, Attorney-In-Fact

Local Agent of Surety:

Aon Risk Services

Address: 6000 Uptown Blvd. NE, Suite 400
Albuquerque, New Mexico 87110

Phone: (505) 889-6783

[SURETY POWER OF ATTORNEY ATTACHED]

2166867

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

TRACY L. DURAN, C. DAWN BRAZELL, JAMES J. BIERNAT, ALL OF THE CITY OF ALBUQUERQUE, STATE OF NEW MEXICO

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100********** DOLLARS ($ **50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of July, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of July, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 5th day of OCTOBER, 2007.

By _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

1997 EDITION

AIA DOCUMENT A107-1997

Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope where the basis of payment is a STIPULATED SUM

This document includes abbreviated General Conditions and should not be used with other general conditions.

This document has important legal consequences Consultation with an attorney is encouraged with respect to its completion or modification

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT made as of the Thirteen day of September in the year 2007
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

La Cuentista II Sales, LLC
P.O. Box 51177
Albuquerque, NM 87181-1177

and the Contractor:
(Name, address and other information)

Construction Contracting & Management Inc.
8019 Edith Blvd NE
Albuquerque, NM 87113-1433

the Project is:
(Name and location)

La Cuentista Subdivision-Unit II
Kimmick Drive NW & Rosa Parks NW
Albuquerque, NM 87120

COA #709784

the Architect is:
(Name, address and other information)

Wilson & Company, Inc.
2600 American Road SE, Ste. 100
Rio Rancho, NM 87124

The Owner and Contractor agree as follows.

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Notice to proceed is date COA Work Order is complete

2.2 The Contract Time shall be measured from the date of commencement.

2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 180 days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

$500.00 per day Liquidated Damages

ARTICLE 3 CONTRACT SUM

3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two million seven hundred nintey nine Dollars ($ 2,799,006.00), Thousand and six dollars and 00 cents subject to additions and deletions as provided in the Contract Documents.

plus NMGRT

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3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

CCM excludes the following: Testing, staking, SWPPP, BMP'S, permits, fees, NMGRT, rock excavation, earthwork, site security.

CCM will assist in the disposal of rock and debris generated by their work and trenches.

3.3 Unit prices, if any, are as follows:

See Schedule "C" attached

ARTICLE 4 PAYMENTS

4.1 PROGRESS PAYMENTS

4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Progress Billings shall cover the period beginning on the 21st day of the preceding month and ending on the 20th day of the current month.

4.1.2 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the twentieth (20th) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

One percent (1%) per month.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

4.2 FINAL PAYMENT

4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Paragraph 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment shall be released upon completion of surveyor's certification of elevations and Engineer's acceptance of work.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

5.1.1 The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, AIA Document A107-1997.

5.1.2 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages

See section 5.1.4

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5.1.3 The Specifications are those contained in the Project Manual dated as in Subparagraph 5.1.2, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.

Section	Title	Pages
See section 5.1.4		

5.1.4 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Pages
COA Project #709784	La Cuentista II, LLC Subdivision-Unit II Public Infrastructure Improvements	38

5.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
n/a		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

5.1.6 Other documents, if any, forming part of the Contract Documents are as follows:
(List any additional documents which are intended to form part of the Contract Documents.)

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ARTICLE 6 GENERAL PROVISIONS

6.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

6.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

6.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

6.4 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

6.5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors,

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sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Owner shall furnish and pay for surveys and a legal description of the site.

7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.3 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

8.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

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8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

8.2 SUPERVISION AND CONSTRUCTION PROCEDURES

8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 LABOR AND MATERIALS

8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

8.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

8.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

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8.6 PERMITS, FEES AND NOTICES

8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8.7 SUBMITTALS

8.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

8.7.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

8.8 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

8.9 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

8.10 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

8.11 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Architect.

8.12 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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8.13 INDEMNIFICATION

8.13.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 16.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 8.13.

8.13.2 In claims against any person or entity indemnified under this Paragraph 8.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 8.13.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 17.2.

9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 8.2.1.

9.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

9.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

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9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

9.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

9.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

9.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

9.10 CLAIMS AND DISPUTES

9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Paragraph 15.2, shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Paragraph 9.11 and Subparagraphs 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Architect, by mediation or by arbitration.

9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order

9.10.4 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in Paragraph 9.11 and Subparagraphs 14.5.3 and 14.5.4, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which

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such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Paragraph 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 10 SUBCONTRACTORS

10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

11.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions

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The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Paragraph 9.10.

11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

ARTICLE 13 TIME

13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

13.2 The date of Substantial Completion is the date certified by the Architect in accordance with Subparagraph 14.4.2.

13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Paragraph 9.10.

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ARTICLE 14 PAYMENTS AND COMPLETION

14.1 APPLICATIONS FOR PAYMENT

14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Architect.

14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

14.2 CERTIFICATES FOR PAYMENT

14.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 14.2.3.

14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum

14.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 14.2.1. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 8.2.2, because of:

.1 defective Work not remedied,

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another contractor;

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.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 persistent failure to carry out the Work in accordance with the Contract Documents.

14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

14.3 PAYMENTS TO THE CONTRACTOR

14.3.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

14.4 SUBSTANTIAL COMPLETION

14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

14.5 FINAL COMPLETION AND FINAL PAYMENT

14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Subparagraph 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor,

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materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled.

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

15.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein; and

.3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subparagraphs 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 8.13.

15.2 HAZARDOUS MATERIALS

15.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in

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Subparagraph 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE

16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

16.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

16.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability insurance under Paragraph 16.1.

16.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

16.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability insurance under Paragraph 16.1.

16.4 PROPERTY INSURANCE

16.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located,

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promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 7.3.

17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

18.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

18.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued:

.1 not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;

.2 not later than the date of issuance of the final Certificate for Payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final Certificate for Payment; and

.3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the final Certificate for Payment.

ARTICLE 19 TERMINATION OF THE CONTRACT

19.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to recommend payment for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the

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Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery including reasonable overhead, profit and damages applicable to the Project.

19.2 TERMINATION BY THE OWNER

19.2.1 The Owner may terminate the Contract if the Contractor:

.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

19.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

19.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

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ARTICLE 20 OTHER CONDITIONS OR PROVISIONS

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mike Knight, Managing Member
(Printed name and title)

CONTRACTOR *(Signature)*

ELENORE GAY, EXEC V PRES
(Printed name and title)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 02/25/08

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of NM
6000 Uptown Blvd NE
Suite 400
Albuquerque NM 87110 USA

PHONE-(505) 889-6700 FAX-(505) 884-7831

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Construction Contracting&Management Inc
8019 Edith Blvd NE
Albuquerque NM 87113 USA

INSURER A: Mountain States Mutual Cas Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	CPP0103340 05	01/01/08	01/01/09	EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE(Any one fire)	$100,000
					MED EXP (Any one person)	$10,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP0103340 05	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
A	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $10,000	UMB0103340 05	01/01/08	01/01/09	EACH OCCURRENCE	$1,000,000
					AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-POLICY LIMIT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
La Cuentista subdivision-Unit II, Kimmick Drive NW & Rosa Parks NW, Albuquerque, NM - The City of Albuquerque, Its Employees and elected Officials and Bernalillo County Water Utility Authority are named as Additional Insured.

CERTIFICATE HOLDER

City of Albuquerque
PO Box 1293
Albuquerque NM 87103 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE C. Dean Burgess

ACORD 25-S (7/97) ACORD CORPORATION 1988

Holder Identifier : 570027208404 Certificate No :

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 04/01/08

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of NM
6000 Uptown Blvd NE
Suite 400
Albuquerque NM 87110 USA

PHONE (505) 889-6700 FAX (505) 884-7831

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INSURED
Construction Contracting&Management Inc
8019 Edith Blvd NE
Albuquerque NM 87113 USA

INSURERS AFFORDING COVERAGE

INSURER A:	Mountain States Mutual Cas Co
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
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					FIRE DAMAGE(Any one fire)	$100,000
					MED EXP (Any one person)	$10,000
					PERSONAL & ADV INJURY	$1,000,000
					GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	BAP0103340 05	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY: EA ACC	
					AGG	
A	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $10,000	UMB0103340 05	01/01/08	01/01/09	EACH OCCURRENCE	$1,000,000
					AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE-POLICY LIMIT	
					E.L. DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
La Cuentista subdivision-Unit II, Kimmick Drive NW & Rosa Parks NW, Albuquerque, NM - COA Project # 709784 The City of Albuquerque, Its Employees and elected Officials and Bernalillo County Water Utility Authority are named as Additional Insured.

CERTIFICATE HOLDER

City of Albuquerque
PO Box 1293
Albuquerque NM 87103 USA

CANCELLATION

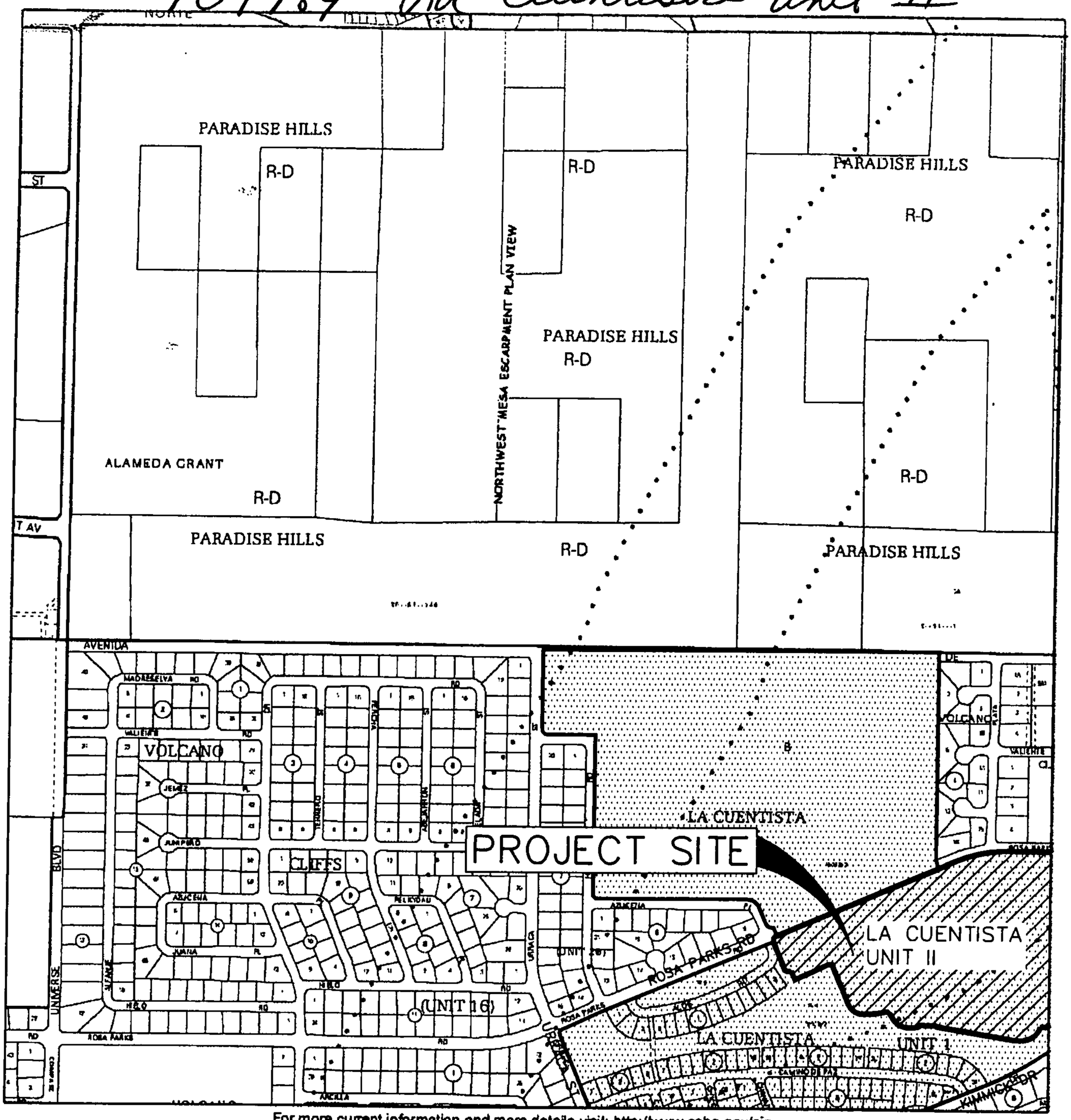
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE C. Aaron Bragaw

Holder Identifier : 570027737232

Certificate No :

709784 La Cuentista Unit II



For more current information and more details visit: http://www.cabq.gov/gis

Albuquerque Geographic Information System

Map amended through: 10/25/2006

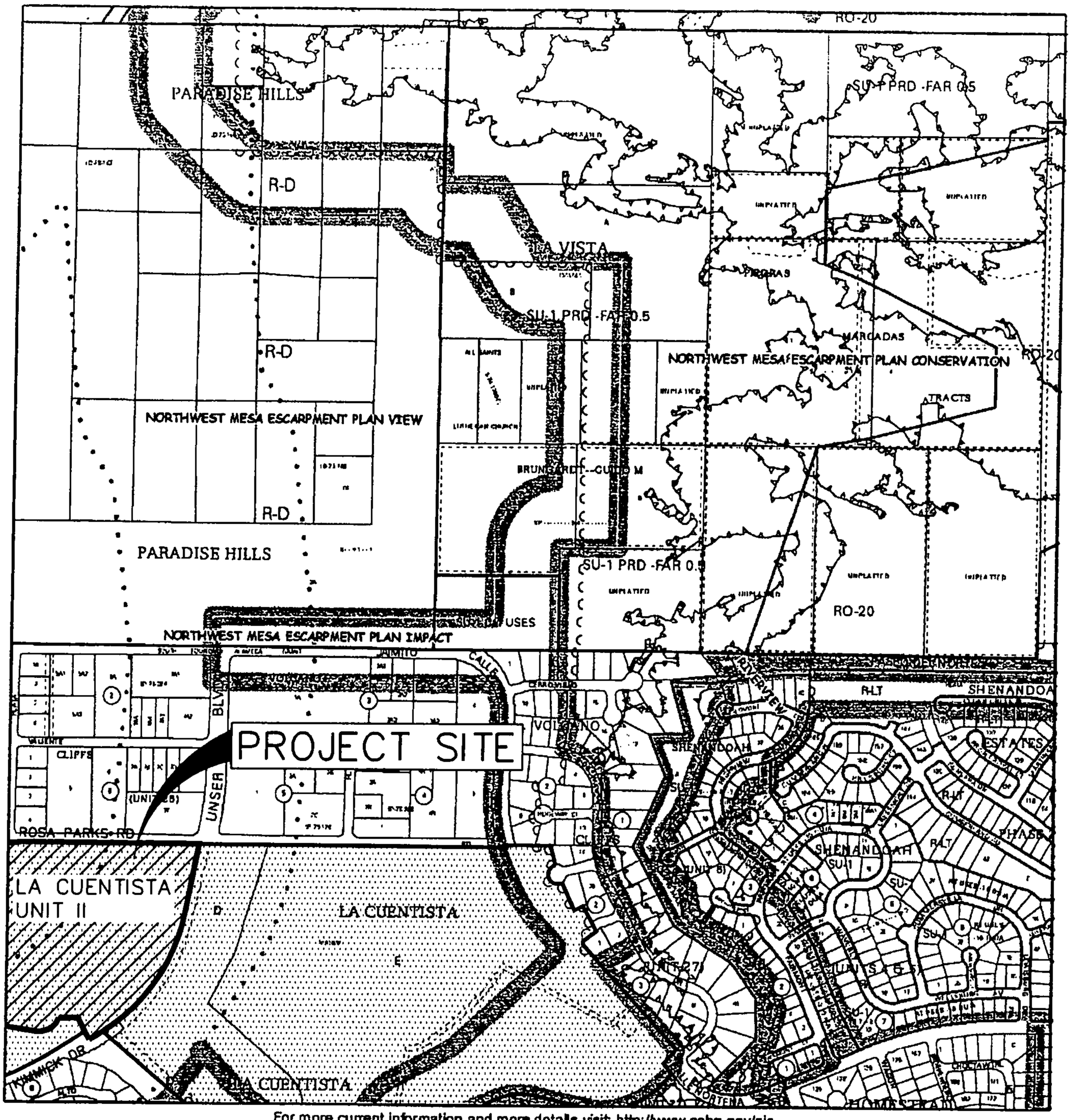
Zone Atlas Page:

C-10-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 750 1,500 Feet



For more current information and more details visit: http://www.cabq.gov/gis

Albuquerque Geographic Information System

Map amended through: 10/25/2006

Note: Grey shading represents Area Outside of the City Limits

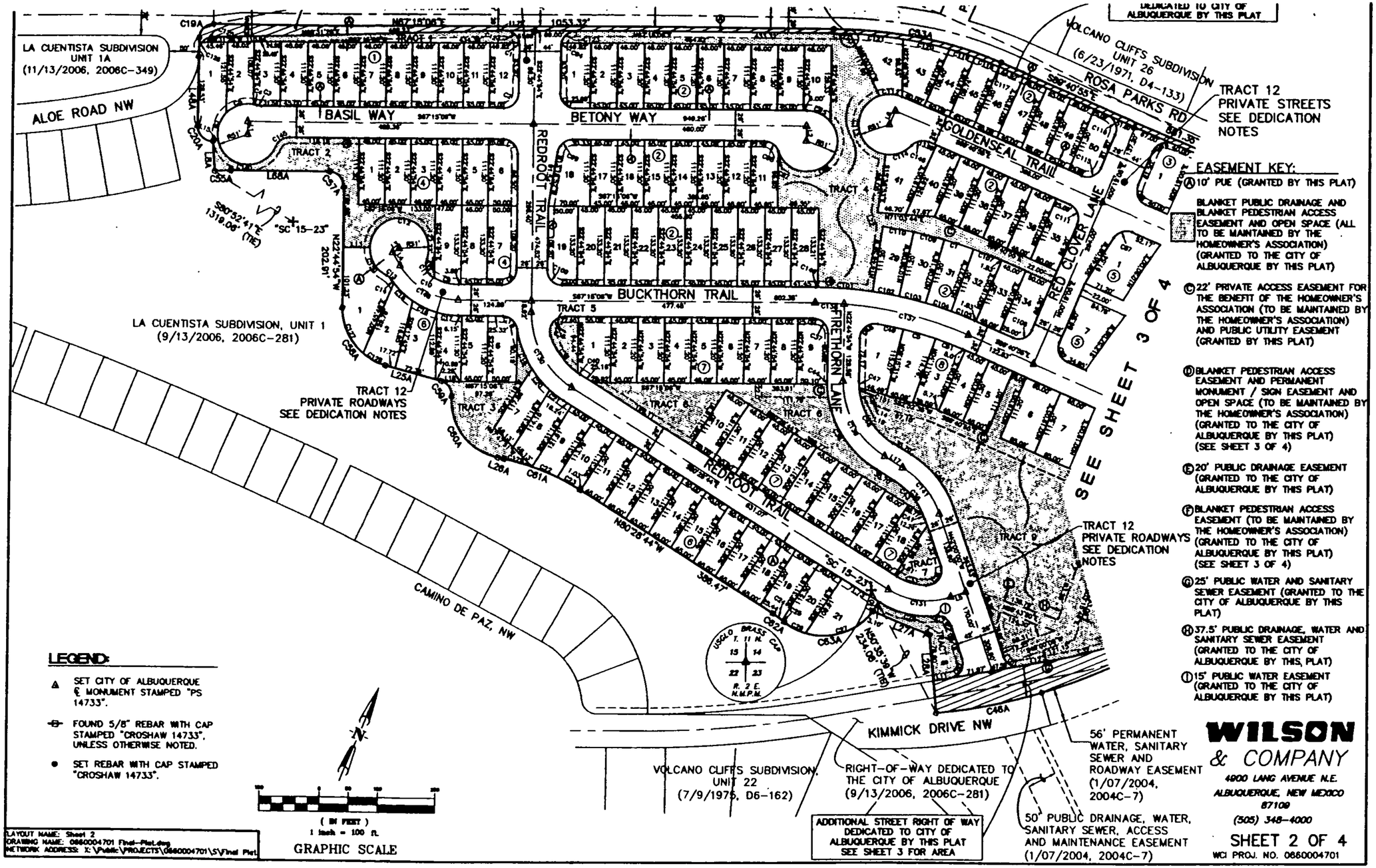
Zone Atlas Page:

C-11-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

0 750 1,500 Feet

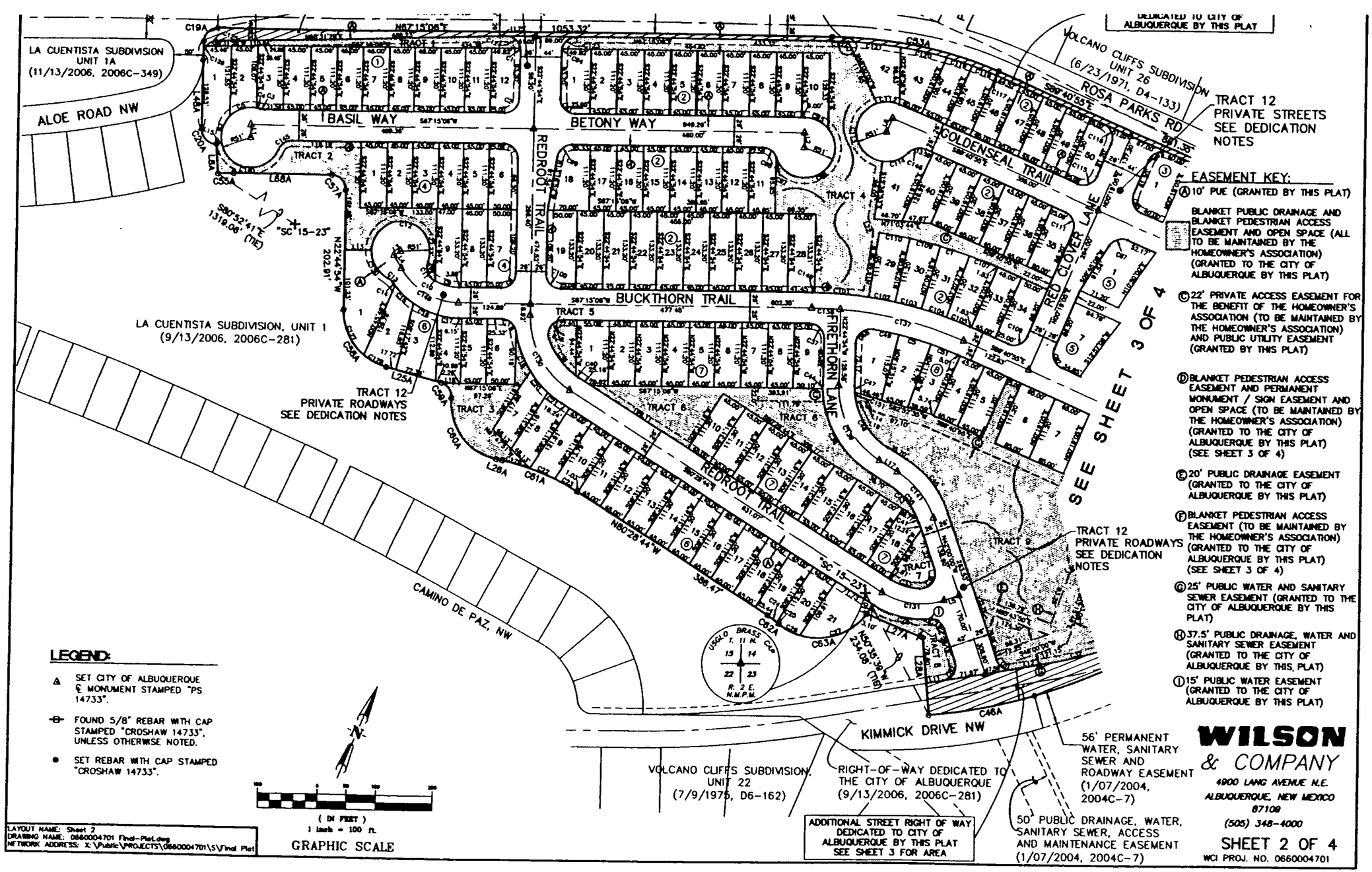


WILSON & COMPANY
4900 LANG AVENUE N.E.
ALBUQUERQUE, NEW MEXICO 87109
(505) 348-4000

SHEET 2 OF 4
WCI PROJ. NO. 0660004701

COA# 709784

3 OF 37



COA# 709784
3 OF 27

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File Edit View Favorites Tools Help

TEGIS WEB

CITY OF ALBUQUERQUE
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TEGIS WEB



LAYERS

- BASEMAP
  - PARCELS
  - METRO ADDRESS
  - ZONING
  - OWNERSHIP
  - 10FT CONTOURS
  - CONTOURS
  - MAJOR STREETS
  - FREEWAYS
  - STREET NETWORK
  - STREET NAMES
- INFRASTRUCTURE
- BOUNDARIES
- SITES
- DRC
- APS
- STREETS
- TRAFFIC ENG.
- TRANSIT
- AIR PHOTO
  - 2008 AIR PHOTO
  - 2006 AIR PHOTO
  - 2004 AIR PHOTO
  - 2002 AIR PHOTO
  - 1999 AIR PHOTO
  - STREETVIEW IMAGE

Refresh Map

Auto Refresh

Help:

Closed group, click to open.
Open group, click to close.
Map layer.
Hidden group/layer, click for visible.
Visible group/layer, click to hide.
Layer not visible at this scale.
Partially visible group, click for visible.
Inactive layer, click for active.
The active layer.

RESTORATION FEES
Selection cleared.

Locate Address SEARCH REFRESH HELP INDEX PAGE CONTACT

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9 25 10

Cover Page

To

Kevin Curran

2 Documents:

1) Deed of Trust — 10 Pages
2) closing agreement 5 Pages

From

Stan Diamond

5052638377

CLOSING AGREEMENT
(TRACT C)

THIS AGREEMENT (the "**Agreement**") is made and entered into by and between **STAN DIAMOND** ("**Seller**") and **LA CUENTISTA II, LLC**, a New Mexico limited liability company ("**Purchaser**"), herein a "**Party**" and collectively the "**Parties**", as of the Effective Date (as defined below).

RECITALS:

WHEREAS, Seller and Mike Knight are parties to that certain Purchase Agreement executed by Seller on April 17, 2006, and by Mike Knight on April 18, 2006, (the "Contract") covering the terms of the sale and purchase of Tract C, La Cuentista ("Tract C"), which Tract is more specifically described as follows:

> Tract "C" of Tracts "A" through "E", Bulk Land Plat of La Cuentista Subdivision (the "Bulk Plat") within Sections 14, 15, 22, and 23, Township 11 North, Range 2 East, City of Albuquerque, New Mexico, as the same is shown and designated on said Plat filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, on December 9, 2003 in Plat Book 2003C, Page 368, and re-recorded on January 7, 2004, in Book 2004C, Page 7.

WHEREAS, contemporaneously with the execution of this Agreement, Mike Knight has assigned or is assigning, with the consent of the Seller, his interest in the Contract to the Purchaser;

WHEREAS, the parties desire to memorialize certain post closing covenants and agreements contained in the Contract through this Closing Agreements.

NOW, THEREFORE, it is agreed as follows:

1. The Recitals are incorporated into this Agreement as a material part of this Agreement.

2. Capitalized terms contained above, if not defined in this Agreement, are given the same meaning ascribed to such in the Contract.

3. Closing of Tract C is hereby extended through December 12, 2006.

4. At Closing of Tract C, the Purchaser will receive a credit of $2,000,000 as an adjustment of the Purchase Price of Tract C (the "Initial Credit") for its agreement to consummate (a) a construction loan not later than 150 days from the Effective Date to provide additional funding for the construction of Tract A Offsites and (b) with respect thereto to obtain from the lender making said construction loan its agreement to the terms of that certain Tract C Tri-Party Agreement attached hereto as **Exhibit "1"**, subject to

Frances Pavich 505 466-3916 p.2

Lender's reasonable revisions that do not materially affect the economic terms of the Tract C Tri-Party Agreement, and made a part hereof by this reference. The term Tract A Offsites as used in the preceding sentence is defined to mean those Offsites indicated in **Exhibits "A-1", "A-2" and "A-3"** of the Tract A Tri-Party Agreement. Purchaser's obligations under this Paragraph 4 are secured by that certain Deed of Trust of even date herewith encumbering Tract C granted by Purchaser for the benefit of Seller with Richard Leverick, Esq., named as the Trustee therein.

5. At Closing of Tract C, Purchaser will receive an additional $185,818.25 reduction in the Tract C Purchase Price (the "Additional Credit") in exchange for Purchaser's agreement, as contained in this Paragraph 5, to construct, at Purchaser's cost, the Tract C offsite infrastructure (the "Tract C Offsites") necessary to develop Tract C as a single family residential subdivision as indicated in **Exhibit "2"** hereto and all necessarily related work and improvements so that the infrastructure shown in **Exhibit "2"** is useable, i.e. the roads are suitable for driving on, the drainage improvements within Tract C which service Tract B have been completed per the City approved grading and drainage plan (based on "The Drainage Report for Las Cuentista Subdivision, dated November 2003"), water and sewer service are available and dry utilities within the road rights of way are "activated". The estimated cost of the Tract C Offsites is $650,000.

Subject to Force Majeure, the Tract C Offsites shall be substantially completed not later than one (1) year following Purchaser's receipt of City approved construction plans for the Tract C Offsites or 16 months from Closing, whichever is earlier. The Tract C Offsites shall be designed and inspected, at Purchaser's cost, by Wilson and Company, engineers, except that the inspection may be performed by another qualified party reasonably acceptable to both LSI and the Purchaser should Wilson & Company, in Purchaser's sole opinion, not conduct and complete the inspections in a timely fashion.

Purchaser's obligations under this Paragraph 5 include (a) obtaining final plat approval from the City of Albuquerque for Tract C, (b) as part of the process of obtaining final plat approval for Tract C, providing the City of Albuquerque an acceptable financial guaranty and subdivision improvement agreement which secures unto the City a financial guaranty to construct those portions of the Tract C Offsites subject to the City's acceptance and maintenance, (c) providing the Seller with adequate written assurance that the Tract C Offsites not subject to the governmental financial guaranty and subdivision improvement agreement will be constructed within the time period stated in the immediately preceding paragraph. Such adequate assurance may include (i) the closing of a construction loan wherein the construction lender commits to the Seller to advance loan funds to cover the cost of construction of the Tract C Offsites with such work, subject to Force Majeure, to be completed within the time period stated above or (ii) the escrow of the estimated cost of the Tract C Offsites, with Land America New Mexico Title on terms that allow for such to be advanced for the payment of the work necessary to complete the Tract C Offsites as certified, at each disbursement request, by Wilson and Company, Engineers. Purchaser's obligations at (a), (b), and (c) of this Paragraph shall be accomplished within 150 days from the date of Closing, subject to force majeure, and shall also be secured by that certain Deed of Trust of even date herewith encumbering Tract C granted by Purchaser for the benefit of Seller with Richard Leverick, Esq., named

as the Trustee therein. Release of the Deed of Trust upon Purchaser's satisfaction of the obligations at (a), (b), and (c) of this Paragraph necessary for said release ("Deed of Trust Release Conditions") shall not act to release the Purchaser of its obligation to timely complete the Tract C Offsites in accordance with this Agreement. The Release of the Deed of Trust will be placed into escrow at closing pursuant to escrow instructions directing that the Release of the Deed of Trust be released when the Deed of Trust Release Conditions have been satisfied.

6. The Purchase Price payable by Puchaser to Seller at Closing, after adjustments thereto per Paragraphs 4 and 5 above and other credits due Purchaser, is $749,005.41.

7. Attached hereto as **Exhibit "3"** are the form of Covenants, Conditions and Restrictions developed by La Cuentista, I, LLC, for Tract A, as shown and designated on the Bulk Plat. Purchaser will subject Tract C to a form of Covenants, Conditions and Restrictions substantially similar to that of **Exhibit "3"** hereto, modified as appropriate for platting differences between Tract A and C such as changes in set backs (the "Covenants"). The Covenants shall be filed of record in the office of the County Clerk for Bernalillo County, New Mexico, not later than nine (9) months from the Effective Date or the first sale of a lot in Tract C, whichever date is earlier. The Deed conveying the Property from Seller to Purchaser shall contain a land use restriction to secure this obligation. Seller will release such restriction of record when Purchaser has filed of record the Covenants in accordance with the terms of this Paragraph ("Covenants Release Condition"). The Release of the restriction requiring the preparation and recordation of the Covenants will be placed into escrow at closing pursuant to escrow instructions directing that the Covenants be released when the Covenants Release Condition has been satisfied.

8. Miscellaneous Provisions.

A. This Agreement may be executed separately in counterparts and, when so executed, all such counterparts shall be deemed a single instrument binding upon all parties hereto.

B. Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile shall be deemed originals for all purposes hereunder and such copies shall be binding on the parties hereto.

C. The prevailing party in any action or proceeding arising out of this Agreement, its performance or breach shall be entitled to recover from the non-prevailing party all of the litigation costs, expenses and reasonable attorneys' fees incurred by such prevailing party in the action, including appellate and execution-of-judgment proceedings.

D. No amendments to this Agreement or waivers of rights hereunder shall be valid or binding unless in writing and signed by the parties hereto.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

F. Any action or proceeding which arises out of this Agreement shall be brought in the City of Albuquerque, County of Bernalillo, New Mexico.

G. Time is of the essence of this Agreement. If any obligation hereunder is not performed as herein provided, the party failing to timely perform shall be deemed to be in default hereunder.

H. This Agreement shall bind and inure to the benefit of the heirs, personal representatives, successors-in-interest and permissible assigns of the parties hereto.

I. No party to this Agreement may delegate its duties or assign its rights hereunder, in whole or part, to any third party without the prior written consent of all other parties, which shall not be unreasonably withheld.

J. The parties agree that this Agreement shall be deemed to have been drafted by all of the parties hereto and shall not, in the event of any vagueness or ambiguity in any provision hereof, be construed or interpreted against any party hereto.

K. This Agreement constitutes the entire agreement of the parties on the matters and issues addressed hereunder and supersedes any prior oral or written agreements on the same subject matter between the parties hereto. No parole evidence may be admitted in any proceeding between the parties hereto to vary the terms or provisions of this Agreement.

L. For purposes of Paragraph 5 of this Agreement, the term "Force Majeure shall mean delays in the progress of the construction of the Tract C Offsites due to weather, act of God, unavailability or shortage of labor or materials, national emergency, fire or other casualty, natural disaster, war, delays or actions of governmental authorities or utilities including but not limited to delays in reviewing applications for the provision of engineering services and/or issuing permits and necessary approvals, conducting inspections and/or accepting the work for use and maintenance, riots, acts of violence, labor strike, or other cause which is not within the reasonable control of Purchaser.

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Executed as of this _____ day of December, 2006 (herein, the date of the "**Closing**" which shall also be the "**Effective Date**").

SELLER:

s/ _____
Stan Diamond

PURCHASER:

La Cuentista II, LLC

By: _____
Mike Knight
Manager

Frances Pavich 505 466-3916 p.6

New Mexico Title Company 0111-075 WHH

DEED OF TRUST
(Tract C)

THIS DEED OF TRUST ("Deed of Trust") is given as of the date first written above, by the Grantor named below to the Trustee named below for the use and benefit of the Beneficiary named below.

The Grantor does hereby declare and agree that the Property and this Deed of Trust shall be subject to the terms of the New Mexico Deed of Trust Act, Section 48-10-1 et. seq., N.M.S.A. 1978 Comp. (herein the "Deed of Trust Act"), and that the terms and provisions of the Deed of Trust Act apply to the Property and this Deed of Trust. Grantor intends that Trustee and Beneficiary receive through the Note and this Deed of Trust all rights, powers and remedies afforded a trustee and beneficiary under the Deed of Trust Act, whether or not such rights, powers and remedies are granted in the Note or this Deed of Trust; and the provisions of the Deed of Trust Act are incorporated herein by reference.

ARTICLE I
PARTIES, PROPERTY AND DEFINITIONS

The following terms and references shall have the meanings indicated:

1.1 Grantor: La Cuentista II, LLC, a New Mexico limited liability Company, whose legal address is P.O. Box 51177, Albuquerque, New Mexico 87181-1177, together with any future owner of the property or any part thereof or interest therein.

1.2 Beneficiary: Stanley L. Diamond, whose notice address is care of 13 Bishop Lamy Road, Lamy, New Mexico 87540.

1.3 Trustee: Richard Leverick, Esq., whose legal address is 5120 San Francisco NE, Albuquerque, New Mexico 87109.

1.4 Obligations: Grantor's obligations (herein, collectively the "Obligations") secured by this Deed of Trust are defined with specificity in Paragraphs 4 and 5 of that certain Closing Agreement (Tract C) of even date herewith by and between Beneficiary and Grantor (the "Tract C Closing Agreement") and include, specifically, the following obligations of Grantor, to wit:

a. Paragraph 4 Closing Agreement Obligations: By not later than 150 days from date hereof: (a) to close a construction loan to provide additional funding for the construction of Offsites with respect to Tract A, La Cuentista, more particularly defined in Paragraph 4 of the Tract C Closing Agreement, and (b) with respect thereto, to obtain from the lender making said construction loan its agreement to the terms of that certain Tri-Party

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Frances Pavich 505 466-3916 p.1

Agreement attached to the Tract C Closing Agreement, subject to Lender's revisions which do not materially affect the economic terms of the transaction. The aforesaid obligations are hereinafter referred to as the Paragraph 4 Closing Agreement Obligations, the agreed value of which is $2,000,000. The lien of this Deed of Trust secures the performance of the Paragraph 4 Closing Agreement Obligations valued at $2,000,000.

b. Paragraph 5 Closing Agreement Obligations: By not later than 150 days from date hereof as part of the process of obtaining final plat approval for the Property: (a) to provide the City of Albuquerque an acceptable financial guaranty and subdivision improvement agreement to construct those portions of the Tract C Offsites subject to the City's acceptance and maintenance, and (b) to provide the Beneficiary with adequate written assurance that the drainage and other Tract C Offsites, which are not subject to the City financial guaranty and subdivision improvement agreement will be constructed within the period of time stated in Paragraph 5 of the Tract C Closing Agreement. The aforesaid obligations are herein referred to as the Paragraph 5 Closing Agreement Obligations.

In the alternative, in satisfaction of the Paragraph 5 Closing Agreement Obligations, Grantor may escrow the estimated cost of the Tract C Offsites, with Land America New Mexico Title on terms that allow money to be advanced for the payment of the work necessary to complete the Tract C Offsites as certified, at each disbursement request, by Wilson and Company, Engineers. The agreed value of the Paragraph 5 Closing Agreement Obligations is $650,000. The lien of this Deed of Trust secures the performance of these obligations valued at $650,000.

1.5 Property: The land described in **Exhibit 1** ("**Tract C**") attached hereto, together with the following:

(a) All improvements now or hereafter located thereon, as well as all rights of way, easements and other appurtenances thereto;

(b) All of Grantor's right, title and interest in any land lying between the boundaries of said land and the center line of any adjacent street, road, avenue or alley, whether opened or proposed;

(c) All water, ditch, well and reservoir rights which are appurtenant to or which have been used in connection with said land;

(d) All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above such land;

(e) All development rights associated with such land, whether previously or subsequently transferred to such land from other real property or now or hereafter susceptible of transfer from such land to other real property;

Frances Pavich 505 466-3916 p.2

(f) All awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any of such property; and

(g) All other or greater rights and interests of every nature in said property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Grantor.

1.6 Secured Obligations: This Deed of Trust secures unto Beneficiary the strict and punctual performance of the Obligations and of the other obligations hereinbelow discussed. The value of the Obligations secured by the lien of this Deed of Trust is $2,650,000. The lien of this Deed of Trust shall not exceed at any time 200% of the sum of the value of the Obligations as stated immediately above.

ARTICLE II
GRANTING CLAUSE

2.1 Grant to Trustee: As security for the Secured Obligations, Grantor hereby grants, bargains, sells, mortgages and conveys Tract C to Trustee, in trust for the use and benefit of the Beneficiary identified above, with mortgage covenants (except for, and subject to, permitted encumbrances (hereinafter, the "Permitted Encumbrances") identified in Schedule B Section II of that certain policy of title insurance issued by LandAmerica New Mexico Title, reference file no. 6111000675, as exception nos. 11 thru 21), and upon the statutory mortgage condition (except as otherwise herein provided), and subject to each and every specific provision contained in this Deed of Trust.

2.2 Release of Deed of Trust: Notwithstanding any other language in this Deed of Trust, this Deed of Trust shall be released and of no further force or effect upon the Grantor's satisfaction of the Obligations. Grantor shall be deemed to have satisfied the Obligations upon Grantor's compliance with and satisfaction of the Paragraph 4 Closing Agreement Obligations and the Paragraph 5 Closing Agreement Obligations referenced at Section 1.4 (the "Release Conditions") of this Deed of Trust. The executed Release of the Deed of Trust shall be placed into escrow as of the date this Deed of Trust is delivered to the Trustee with instructions for its release upon Grantor's compliance with and satisfaction of the Release Conditions.

ARTICLE III
GRANTOR'S TITLE AND AUTHORITY

3.1 Warranty of Title: Grantor represents and warrants to Beneficiary that Grantor has good and marketable title to Tract C in fee simple absolute free of all encumbrances and conditions of title made by the Grantor, subject only to the lien of this Deed of Trust, the Permitted Encumbrances, and general taxes for the current year not yet due and payable.

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3.2 Due Authorization: If Grantor is other than a natural person, then each individual who executes this document on behalf of Grantor represents and warrants to Beneficiary that such execution has been duly authorized by all necessary corporate, partnership or other action on the part of Grantor.

3.3 Business Purpose: Grantor represents and warrants that the loan evidenced by the Note is a business loan transacted in connection with the conduct of Grantor's business and that no portion of the loan proceeds will be used for personal, family or household purposes.

ARTICLE IV
GRANTOR'S AFFIRMATIVE COVENANTS

4.1 Performance of the Obligations: Grantor will pay promptly and strictly perform and comply with all other covenants and conditions stated in the instruments evidencing the Obligations.

4.2 Performance of Other Obligations: Grantor will promptly and strictly perform or cause to be performed the obligations arising under that certain Tri-Party Agreement for Tract A, La Cuentista, executed on April 18, 2006, by First Community Bank, Legacy Sustainable Development, and La Cuentista I, LLC (the "Tract A Tri-Party Agreement).

4.3 Other Encumbrances: Grantor will promptly and strictly perform and comply with all covenants, conditions and prohibitions required of Grantor in connection with any other encumbrance affecting Tract C, or any part thereof, regardless of whether such other encumbrance is superior or subordinate to the lien hereof.

4.4 Payment of Taxes: Grantor will pay, before delinquency, all taxes and assessments, general or special, which may be levied or imposed at any time against Tract C.

4.5 Maintenance of Insurance: Grantor will maintain public liability insurance with respect to all activities on or relating to Tract C, also in amounts and forms and with insurers satisfactory to Beneficiary.. Each liability insurance policy will, without condition or restriction, name Beneficiary as an additional insured. All required policies will provide for thirty (30) days written notice to Beneficiary prior to the effective date of any cancellation. The original or a certified copy of each insurance policy will be delivered to Beneficiary, and such delivery will constitute an assignment to Beneficiary, as further security for the Secured Obligations, of all unearned premiums returnable upon cancellation of each such policy.

4.6 Maintenance of Tract C: Grantor will at all times maintain Tract C in accordance with applicable statutes and ordinances including but not limited to zoning, building, and weed and litter ordinances, and will keep Tract C free of weeds and litter and any conditions that might constitute a public nuisance.

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4.7 **Eminent Domain; Private Damage:** If all or any part of Tract C encumbered hereby is taken or damaged by eminent domain or any other public or private action, Grantor will notify Beneficiary promptly of the time and place of all meetings, hearings, trials and other proceedings relating to such action. Beneficiary may participate in all negotiations and appear and participate in all judicial or arbitration proceedings concerning any award or payment which may be due as a result of such taking or damaging. Any such award or payment is to be paid to Beneficiary and Grantor as their interests may appear and shall be applied first to reduce the balance of the Secured Obligations.

ARTICLE V
GRANTOR'S NEGATIVE COVENANTS

5.1 Waste and Alterations: Grantor will not commit or permit any waste with respect to Tract C.

5.2 Transfer of Tract C: Grantor will not convey, lease (except to tenants of space in improvements on Tract C under normal occupancy leases of a term of three (3) years or less containing no option to purchase), or otherwise transfer, either voluntarily or involuntarily, Tract C or any part thereof or interest therein (including any limited liability interest of Borrower), without the prior written consent of Beneficiary, which consent may be withheld pending satisfaction of the Obligations.

ARTICLE VI
EVENTS OF DEFAULT

Each of the following events will constitute a default under this Deed of Trust:

6.1 Failure to Perform the Obligations: Grantor's failure to timely perform or cause to be performed the Obligations in accordance with the terms of the instruments giving rise thereto;

6.2 Violation of Other Covenants: Grantor's failure to timely perform or cause to be performed Grantor's Obligations in the Tract A Tri-Party Agreement.

6.3 Assertion of Priority: The assertion (except by the owner of a claim or encumbrance expressly covered by any written warranty of title made by Beneficiary to Grantor) of any claim of priority over this Deed of Trust, by title, lien or otherwise, unless Grantor within thirty (30) days after such assertion either causes the assertion to be withdrawn or provides Beneficiary with such security as Beneficiary may require to protect Beneficiary against all loss, damage or expense, including its attorney's fees, which Beneficiary may incur if the asserted claim is upheld; or

6.4 Dissolution, Insolvency or Bankruptcy: The dissolution, termination or liquidation of Grantor or of any other person or entity directly or indirectly liable for the Secured

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Obligations, or the making by any such person of any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of the property of any such person, or the filing of any petition for the bankruptcy, reorganization or arrangement of any such person pursuant to the federal Bankruptcy Code or any similar state or federal statute, or the adjudication of any such person as bankrupt or insolvent.

ARTICLE VII
BENEFICIARY'S REMEDIES

Immediately upon or at any time after the occurrence of any event of default hereunder, Beneficiary may exercise any remedy available at law or in equity, including but not limited to those listed below, in such sequence or combination as Beneficiary may determine in Beneficiary's sole discretion:

7.1 Performance of Defaulted Obligations: Beneficiary may make any payment or perform any obligation under the Tract A Tri-Party Agreement and/or the Closing Agreement of even date herewith which Grantor and/or its La Cuentista, I, LLC, has failed to make or perform, and Grantor hereby irrevocably appoints Beneficiary as the true and lawful attorney-in-fact for Grantor to make any such payment and perform any such obligation in the name of Grantor. All payments made and expenses (including attorneys' fees) incurred by Beneficiary in this connection, together with interest thereon at the "Default Rate" of 18% per annum from the date paid or incurred until repaid, will be part of the Secured Obligations and will be immediately due and payable by Grantor to Beneficiary. In lieu of advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Grantor which may be in Beneficiary's possession, including but not limited to insurance or condemnation proceeds and amounts deposited for taxes, insurance premiums or other purposes.

7.2 Specific Performance and Injunctive Relief: Notwithstanding the availability of legal remedies and except for the payment of any moneys required of Grantor under the terms of this Deed of Trust, Beneficiary will be entitled to obtain specific performance, mandatory or prohibitory injunctive relief or other equitable relief requiring Grantor to cure or refrain from repeating any default.

7.3 Acceleration of Secured Obligations: Beneficiary may, without notice or demand, declare all of the Secured Obligations immediately due and payable in full.

7.4 Possession of Tract C: Subject to Rule 1-066 NMRA to the extent applicable and to the provisions of the Receivership Act, NMSA 1978, §§ 44-8-1 through 44-8-10 (1995 & 1996, Beneficiary may enter and take possession of Tract C without seeking or obtaining the appointment of a receiver, may employ a managing agent for Tract C and may lease or rent all or any part of Tract C, either in Beneficiary's name or in the name of Grantor, and may collect the rents, issues and profits of Tract C. Any revenues collected by Beneficiary under this section will be applied first toward payment of all expenses (including attorney's fees) incurred by Beneficiary, together with interest thereon at the Default Rate from the date incurred until

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repaid, and the balance, if any, will be applied against the Secured Obligations.

7.5 **Foreclosure Against Tract C:** Beneficiary or the Trustee may foreclose this Deed of Trust, insofar as it encumbers Tract C, either by judicial action or through the Trustee by power of sale in accordance with the Deed of Trust Act, as amended from time to time. The proceeds of any sale under this section shall be applied first to the fees and expenses of the officer conducting the sale, then to the reduction or discharge of the Secured Obligations in such order as Beneficiary may elect, and any surplus remaining shall be distributed in accordance with the order of the court, in the case of a judicial foreclosure, or in accordance with the provisions of the Deed of Trust Act, in the case of a Trustee's sale.

If this Deed of Trust is foreclosed by judicial action in the manner provided by law for the foreclosure of mortgages on real estate, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months, as provided in 39-5-19, N.M.S.A. 1978.

7.6 **Sale of Tract C by Power of Sale:** A power of sale is conferred by this Deed of Trust upon the Trustee pursuant to which Tract C may be sold as provided in the Deed of Trust Act, Section 48-10-1, et seq., NMSA 1978, as amended, after a breach or default in performance of the Obligations.

Irrespective of any provision in the Deed of Trust Act, Section 48-10-1, et seq., NMSA 1978, as amended, to the contrary, after the sale of Tract C pursuant to Section 48-10-13 NMSA 1978, Tract C may be redeemed by the Grantor, or by any junior encumbrancer, by paying the purchaser at any time within one (1) month from the date of the sale the amount paid with interest from the date of purchase at the rate of ten percent a year, together with all taxes, interest and penalties thereon, and all payments made to satisfy in whole or in part any prior lien or mortgage not foreclosed paid by the purchaser, with interest on such taxes, interest, penalties and payments made on liens or mortgages at the rate of ten percent a year from the date of payment.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Time of the Essence: Time is of the essence with respect to all provisions of the instruments evidencing the Obligations.

8.2 Joint and Several Obligations: If Grantor is more than one person or entity, then all persons or entities comprising Grantor are jointly and severally liable for all of the Secured Obligations.

8.3 No Implied Waivers: Beneficiary shall not be deemed to have waived any

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provision of any instrument evidencing the Obligations unless such waiver is in writing and is signed by Beneficiary.

8.4 Maximum Lien Amount: This Deed of Trust secures unto Beneficiary a maximum lien amount equal to **TWO HUNDRED PERCENT** (200%) of the stated value of the Obligations.

8.5 Notices: Any notice required or permitted to be given by Grantor or Beneficiary must be in writing and will be deemed given upon personal delivery or on the third business day after the mailing thereof, by registered or certified United States mail, postage prepaid, to the appropriate party at its address shown on the first page of this Deed of Trust. Either party may change such party's address for notices by giving notice to the other party in accordance with this section, but no such change of address will be effective as against any person without actual knowledge thereof.

8.6 Trustee, Successor Trustee: Trustee accepts this trust when this Deed of Trust, executed and acknowledged, is recorded as provided by law. Trustee may resign at any time by mailing notice thereof to Beneficiary. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by the Trustee. The Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, in the manner provided by law. Such writing upon recordation shall be conclusive proof of proper substitution of such successor Trustee who shall, without conveyance from the predecessor Trustee, succeed to all his title. Any number of successor Trustees shall be permitted hereunder. The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable to Grantor under any circumstances whatsoever, nor shall Trustee be personally liable in case of entry by Trustee or anyone entering by virtue of the powers herein granted upon Tract C nor shall be the Trustee be liable for damages incurred in the management or operation of Tract C. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder believed by the Trustee in good faith to be genuine. Trustee shall be entitled to be reimbursed for expenses incurred by the Trustee and the performance of his duties hereunder and to reasonable compensation for such of his services hereunder as shall be rendered. Grantor, from time to time, shall pay the compensation due the Trustee hereunder and shall reimburse the Trustee for, and save the Trustee harmless against, any and all liability and expenses which may be incurred by the Trustee in the performance of his duties hereunder.

8.7 Indemnification Notwithstanding any other term or condition of this Deed of Trust, to the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure, or defend another party (including such other party's agents or employees) contained herein or in any related documents is found to be within the scope of NMSA (1978), § 56-7-1 (2005), as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of NMSA (1978), § 56-7-1 (2005), as amended from time to

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time, for its enforceability, then such provision, regardless of whether it makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents, and shall be further modified, if required, by the provisions of NMSA (1978), § 56-7-1 (B)(2005), as amended from time to time.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

GRANTOR: **La Cuentista II, LLC**
A New Mexico limited liability company

By: _____

Its: managing member.

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

The foregoing instrument was duly acknowledged before me this 12 day of December, 2006, by Mike Knight, as manager of La Cuentista II, LLC, a New Mexico limited liability company, on behalf of said company.

_____
Notary Public

My Commission Expires: 8/12/07

(Notary Seal)

OFFICIAL SEAL
ROBIN HELMS
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: _____

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EXHIBIT 1
to
DEED OF TRUST

(Legal Description of Tract C)

Tract "C" of Tracts "A" through "E", Bulk Land Plat of La Cuentista Subdivision (the "Bulk Plat") within Sections 14, 15, 22, and 23, Township 11 North, Range 2 East, City of Albuquerque, New Mexico, as the same is shown and designated on said Plat filed for record in the Office of the County Clerk of Bernalillo County, New Mexico, on December 9, 2003 in Plat Book 2003C, Page 368, and re-recorded on January 7, 2004, in Book 2004C, Page 7.

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PART 1: SETTLEMENT OR COMPROMISE OF LITIGATION

§ 2-8-1-1 STATEMENT OF PURPOSE.

The City Council recognizes that, while the City Attorney must have maximum freedom in dealing with ordinary cases involving the city, the City Council must keep informed about the settlement of cases of a serious nature, whether for financial or policy reasons. There are also cases of sufficient non-monetary importance to the city, that they should not be settled without City Council approval.

('74 Code, § 1-16-1) (Ord. 66-1977; Am. Ord. 13-2008)

§ 2-8-1-2 SETTLEMENT AUTHORITY.

The city shall not settle or dismiss any suit alleging the invalidity or unconstitutionality of any city ordinance, resolution or other Council action where the effect of such settlement would be to compromise the terms of such ordinance, resolution or other Council action, except in accordance with the procedures set out in § 2-8-1-3 herein.

('74 Code, § 1-16-2) (Ord. 66-1977; Am. Ord. 45-1987; Am. Ord. 13-2008)

§ 2-8-1-3 PROCEDURE FOR SETTLEMENT.

(A) Where settlement of a case involves a decision made by the Council in an appeal settlement of the case shall require a majority vote of the Council.

(B) Where settlement of a case involves a plan adopted by the Council for urban development and conservation as specified in §§ 14-13-2-1 et seq., Planning, and the Council has adopted that plan, settlement of the case shall require a majority vote of the Council.

(C) Where settlement of a case involves making a special agreement to delay or not enforce Council adopted zoning or subdivision regulations, settlement of the case shall require a majority vote of the Council.

(D) In cases of proposed settlement of a case if the policy of an ordinance will be substantially affected by the proposed settlement, the City Attorney shall confer with the Director of the Council Services Department or his or her authorized representative prior to the finalization of any such settlement.

('74 Code, § 1-16-3) (Ord. 66-1977; Am. Ord. 45-1987; Am. Ord. 8-1993; Am. Ord. 13-2008)

§ 2-8-1-4 SETTLEMENT ADVISORY COMMITTEE.

(A) The Settlement Advisory Committee shall be constituted on an ad hoc basis for cases which, pursuant to § 2-8-1-3 require Council approval for settlement.

(B) The Settlement Advisory Committee shall consist of the City Attorney, the Risk Manager, one Department Head or Senior Official appointed by the Mayor to consider the particular case at issue and two City Councilors appointed by the Council President. If the settlement under consideration involves property or activity uniquely within a Council district, the councilor from that district shall be considered for the Settlement Advisory Committee for that matter.

(C) The Committee shall be strictly advisory to whoever is representing the city in a particular matter. The Committee shall take no votes. Any opinions expressed during a meeting of the Committee shall be the opinion of that member.

(D) A settlement offer presented to the Settlement Advisory Committee shall satisfy an attorney's obligation to the city to present settlement offers to the city for consideration. Any individual member of the Committee may request that a settlement

offer be presented to the full City Council. If such a request is made the offer shall be presented to the Council at the earliest possible Council meeting.
(Ord. 13-2008)

§ 2-8-1-5 REPORTS.

The City Attorney shall submit in writing to the Council a quarterly report listing the amount of all settlements and judgments where the amount of the settlement or judgment exceeds $10,000, designating each case by name and number, if applicable, and describing the nature of the case and the reason for the settlement.
('74 Code, § 1-16-4) (Ord. 66-1977; Am. Ord. 45-1987; Am. Ord. 13-2008)

1. Counter Cumpsay Counterdain

709784

La Cuentista Subdivision Unit 2 infrastructure on Rosa Parks Rd. & Kimmick Dr.

Rosa Parks Rd.

Approximately 2300 ft. of standard curd and gutter on south side (temporary curb required on north side).
Sewer main, water main, and storm drain in place including fire hydrants, man holes, and inlets.

Kimmick Dr.

Approximately 1000 ft. of standard curb and gutter on west side (temporary curb required on east side).
Sewer and water mains are in place including fire hydrants and man holes. (No Storm drain required.

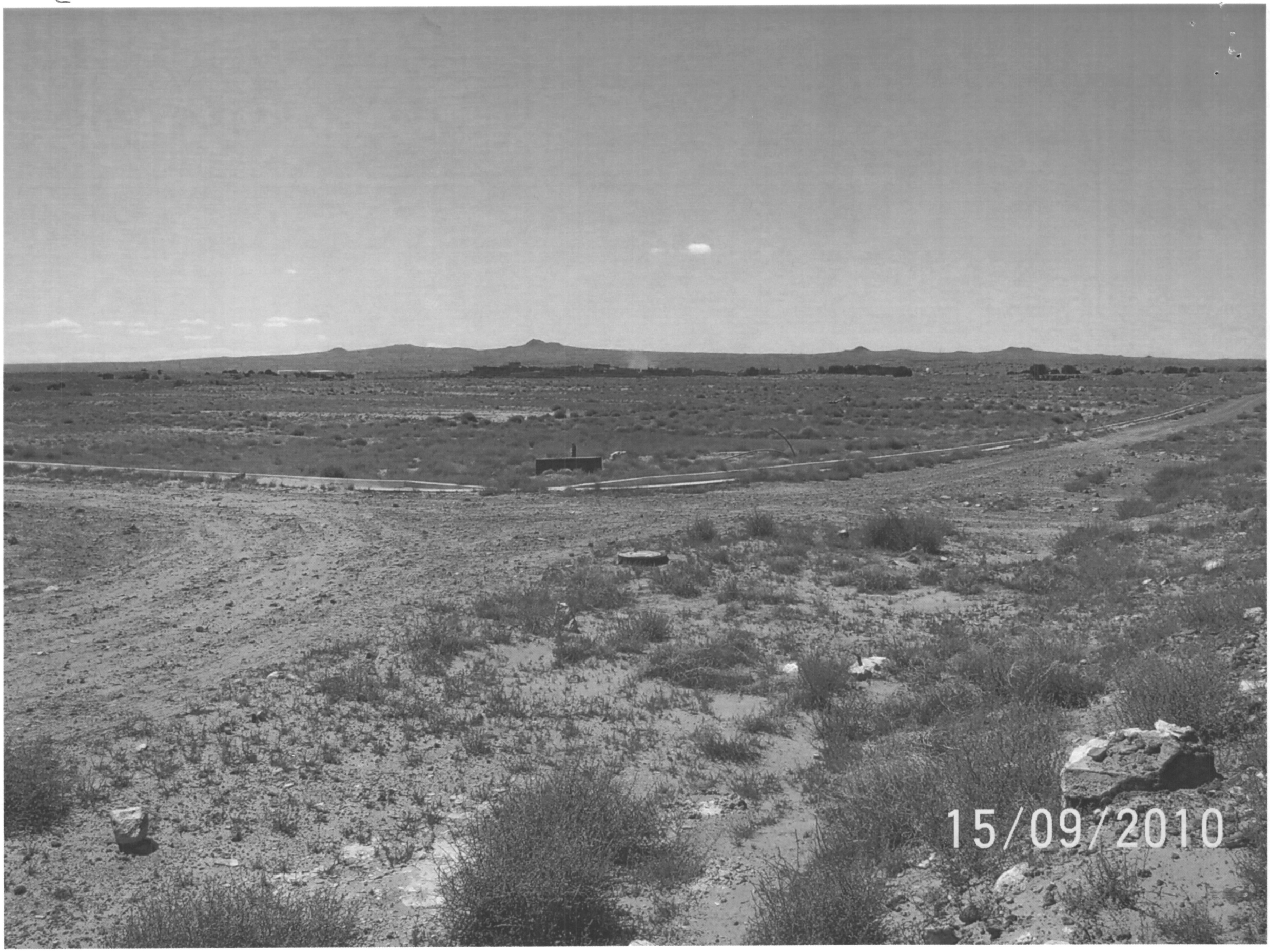
A



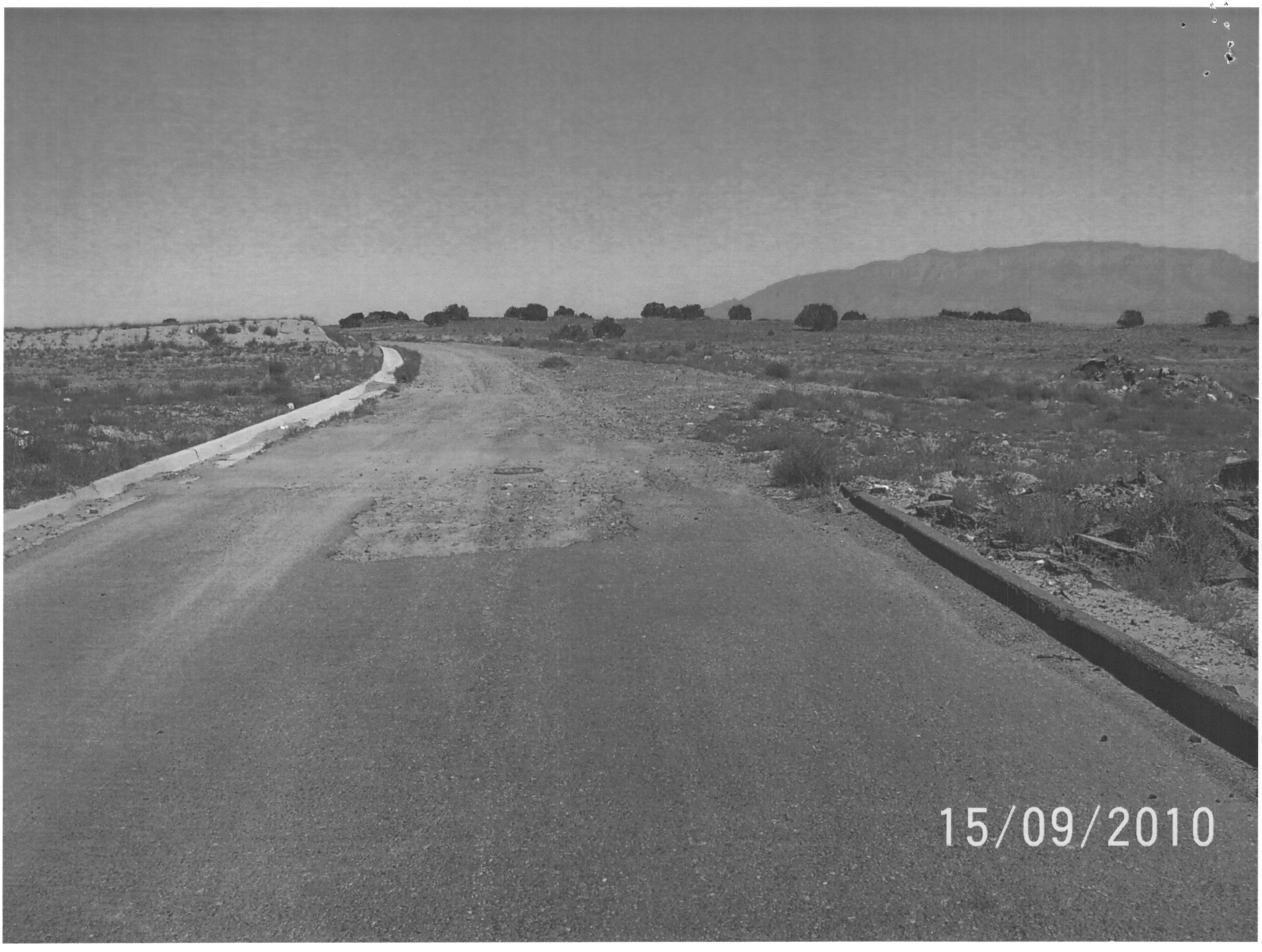
B



C



D



DEVELOPMENT & BUILDING SERVICES CENTER
ONE STOP SHOP
600 SECOND ST. NW
ATTENTION: DRC

Records Withdrawal Form

Project No: 709784 **Date:** 2-19-10

Project Title: _____

a. **File** - Paper Plan Set b. **Mylars** c. **Redline/Comments**

d. **Other:** _____

Requested by: Martin Garcia. **Phone No.** _____
Name and Company

Comments: To be Pickup by Academy Repographics for public copies Then Return to DRC.

Anticipated Return Date: _____

I herby accept full responsibility for the security of the above noted records/plans until return receipt acknowledgement is completed. Records/plans will be returned to the Development and Building Services Center on or before the indicated anticipated return date.

Delivery Picked Up By:

Name: DOUG LUJAN **Organization:** ACADEMY REPRO
Print

Signed: _____ **Date:** 2/19/10

OFFICE USE ONLY

Return Acknowledged:

Received By: APWoodell **Date:** 2-22-10
Print

JASON HUBBELL, P.E.
SENIOR PROJECT ENGINEER

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425) 251-6222
(425) 656-7429 DIRECT
(206) 510-0185 CELL
(425) 251-8782 FAX
E-MAIL jhubbell@barghausen.com
www.barghausen.com

CIVIL ENGINEERING, LAND PLANNING
SURVEYING, ENVIRONMENTAL SERVICES

LEWIS AND ROCA LLP LAWYERS

PHOENIX
TUCSON
LAS VEGAS
RENO
ALBUQUERQUE
SILICON VALLEY

ERIC L. LAURENCE
ADMITTED IN NEW MEXICO AND CALIFORNIA

505.764-5448 DIRECT
505.764-5470 FACSIMILE
ELAURENCE@LRLAW.COM

201 THIRD ST. NW, SUITE 1950
ALBUQUERQUE, NEW MEXICO 87102-4388
WWW.LEWISANDROCA.COM

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Albuquerque, NM 87109
505) 884-0862 Fax: (505) 883-6452
ickup Only: (505) 884-0885

PLEASE CALL/DELIVER COPIES & INVOICE TO:

Name: ERIC LAURENCE OF LEWIS AND ROCA LLP LAW

Address: 201 THIRD ST. NW STE 1950

Phone: 764-5470

PLEASE RETURN ORIGINALS

TO: **City of Albuquerque**
Planning Department/Publications
2nd Level (on the west side from the entry area)
600 2nd St. NW Suite 201

CONTACT: Sandy Handley ---------- 924-3861
Linda Evans---------- 924-3979

Document: #709784 LA CUENTISTA II - BLUE FILE ONLY ABOUT (8) PAGES & ENTIRE MANILLA FOLDER CONTENTS

Released To: AIB. Repo Bin Tom

Date: 6-4-10

Returned To: FRANK LUCERO

Date: 6-10

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TO HERE
ON YELLOW
MARKED
~~STICKIES~~
POST-ITS &
W/ PAPER CLIPS

CITY PROJECT NO. 709984
SHEET ____ OF ____

MAP NO. C-10 11

FIGURE 7
La Cuentista Subdivision - Unit II
FINAL ENGINEER'S COST ESTIMATE (Items left to construct - Offsite Tr C Deed of Trust)
CITY PROJECT NO. 709784

± 2008 Contract Costs
+ SAS
+ Tax / Associated Costs

UNIT II IMPROVEMENT ESTIMATE
6/2/2010
FINAL

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT
		PAVING						
1	301.020	SUBGRADE PREP RES, 12"	$2.50	SY	12971	32,427.50		
2	336.120	TACK COAT	$0.40	SY	10612	4,244.80		
3	336.02X1	RES ASP CONC, TYPE SPC, 2-1 1/2" LIFT	$7.48	SY	0	0.00		
4	336.02X2	RES ASP CONC, TYPE SP III, 1-4" LIFTS	$17.01	SY	21224	361,020.24		
5	336.02X3	RES ASP CONC, TP SP III, 1-2 1/2" LIFT	$11.90	SY	10612	126,282.80		
6	336.02X4	RES ASP CONC, TYPE SPB, 2-2" LIFT	$10.22	SY	0	0.00		
7	340.010	SDWK, 4", PCC (NON-DEFERRED)	$32.00	SY	1675	53,589.12		
8	340.020	DRVPD, 6", PCC	$54.00	SY	0	0.00		
9	340.025	WLCHR ACC RAMP, 4" PCC	$1,700.00	EA	7	11,900.00		
10	340.030	VLY GUT & CURB, PCC	$55.00	SY	76	4,180.00		
11	340.050	C & G STD, PCC	$17.00	LF	0	0.00		
12	340.060	C & G MDN, PCC	$15.00	LF	0	0.00		
13	341.010	AC CURB, M EXTD	$7.41	LF	0	0.00		
14	441.001	REF PLAS MRK 4"	$0.58	LF	10232	5,908.98		
15	450.001	ALUM PANEL SIGN	$24.68	SF	22	541.86		
16	450.010	SQ TB POST	$13.65	LF	67	910.05		
17	510.100	CUT OFF WALL	$480.00	CY	8	3,840.00		
		SUBTOTAL PAVING				**604,845.35**		
		STORM DRAIN						
18	701.100	TRCHG, BF & COMP 18"-36" SD, <8' D	$14.00	LF	191	2,674.00		
19	701.110	TRCHG, BF & COMP 18"-36" SD, 8-12' D	$16.00	LF	160	2,560.00		
20	701.150	TRCHG, BF & COMP 42"-60" SD, <8' D	$22.00	LF	562	12,364.00		
21	701.160	TRCHG, BF & COMP 42"-60" SD, 8-12' D	$25.00	LF	161	4,025.00		
22	701.XXX	TRNCH ADD-ON FOR BASALT 18"-36"	$36.75	LF	0	0.00		
23	701.XXX	TRNCH ADD-ON FOR BASALT 42"-54"	$105.00	LF	0	0.00		
24	910.005	18" RCP, III	$41.00	LF	0	0.00		
25	910.009	24" RCP, III	$50.00	LF	0	0.00		
26	910.013	30" RCP, III	$64.00	LF	204	13,056.00		
27	910.017	36" RCP, III	$75.00	LF	147	11,025.00		
28	910.019	42" RCP, III	$100.00	LF	350	35,000.00		
29	910.021	48" RCP, III	$120.00	LF	288	34,560.00		
30	910.023	54" RCP, III	$170.00	LF	85	14,450.00		
31	910.XX4	OUTLET STRUCTURE	$15,000.00	EA	1	15,000.00		
32	910.XX6	LOW FLOW CHANNEL	$68.25	SY	71	4,845.75		
33	910.01X	CONCRETE RUNDOWN W/RIP RAP	$63.00	LF	22	1,386.00		
34	915.02X	CTH BSN, A, DWING	$3,900.00	EA	0	0.00		
35	915.030	CTH BSN, C, SG	$3,100.00	EA	0	0.00		
36	915.040	CTH BSN, C, DG	$4,900.00	EA	0	0.00		
37	915.050	CTH BSN, D, SG	$3,000.00	EA	0	0.00		
38	920.070	MH, 4' DIA, C OR E, 6'-10' D	$2,809.00	EA	0	0.00		
39	920.140	MH, 6' DIA, C OR E, 6'-10' D	$4,734.00	EA	8	37,872.00		
40	920.210	MH, 8' DIA, C OR E, 6'-10' D	$8,109.00	EA	1	8,109.00		
		SUBTOTAL STORM DRAIN				**196,926.75**		
		WATER						
41	701.XXX	TRNCH ADD-ON FOR BASALT	$39.90	LF	0	0.00		
42	801.002	6" WL PIPE w/o FIT	$11.87	LF	0	0.00		
43	801.003	8" WL PIPE w/o FIT	$14.86	LF	0	0.00		
44	801.005	12" WL PIPE w/o FIT	$26.00	LF	0	0.00		
45	801.059	NONPRESS CONN, w/FIT, WL	$1,680.00	EA	0	0.00		
46	801.065	DI FIT, MJ, 4-14", WL	$2.12	LBS	0	0.00		

CITY PROJECT NO. 709984
SHEET ____ OF ____

MAP NO. C-10 11

FINAL

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT
47	801.081	6" GATE VALVE	$629.42	EA	0	0.00		
48	801.082	8" GATE VALVE	$909.24	EA	0	0.00		
49	801.084	12" GATE VALVE	$1,677.05	EA	0	0.00		
50	801.08X	2" AIR/VACUUM RELEASE VALVE	$5,071.87	EA	0	0.00		
51	801.105	VLV BOX A	$400.00	EA	0	0.00		
52	801.113	FH, 4' BURY	$4,625.00	EA	0	0.00		
53	801.11X	FH AIR RELEASE	$3,051.16	EA	0	0.00		
54	801.150	MJ REST GLND, 4"-8"	$108.00	EA	0	0.00		
55	801.151	MJ REST GLND, 10"-12"	$139.00	EA	0	0.00		
56	801.155	JNT REST HRNSS, 4"-8"	$131.00	EA	0	0.00		
57	801.157	JNT REST HRNSS, 10"-12"	$194.00	EA	0	0.00		
58	802.620	1" WTR SVC, SGL - IRRIGATION	$1,036.35	EA	1	1,036.35		
59	802.760	3/4" NS WTR LN, SS, NWM	$827.00	EA	0	0.00		
60	802.770	3/4" NS WTR LN, DS, NWM	$1,097.03	EA	0	0.00		
		SUBTOTAL WATER				**1,036.35**		
		SANITARY SEWER						
61	701.010	TRCH, BF, 4"-15" SAS, <8'	$12.00	LF	589	7,068.00		
62	701.020	TRCH, BF, 4"-15" SAS, 8-12'	$13.00	LF	800	10,400.00		
63	701.XXX	TRNCH ADD-ON FOR BASALT	$37.80	LF	0	0.00		
64	901.030	8" SAS PIPE	$13.00	LF	1389	18,057.00		
65	905.030	4" SAS RISER	$47.25	LF	303	14,316.75		
66	905.050	4" NEW SAS SVC	$543.26	EA	0	0.00		
67	920.070	MH, 4' DIA, C OR E, 6'-10' D,	$2,650.00	EA	9	23,850.00		
		SUBTOTAL SANITARY SEWER				**73,691.75**		
		SUBTOTAL CONSTRUCTION (UNIT II)				**876,500.20**		
		NMGRT @ 6.75%				59,163.76		
		SUBTOTAL CONSTRUCTION				**935,663.96**		
		STAKING @ 3%				28,069.92		
		ENGINEERING @ 6%				56,139.84		
		INSPECTION @ 3.3%				30,876.91		
		TESTING @ 1.5%				14,034.96		
		GRAND TOTAL				**1,064,785.59**		

CITY PROJECT NO. 709984
SHEET _____ OF _____

MAP NO. C-10 11

FIGURE 7
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4	336.02X2	RES ASP CONC, TYPE SP III, 1-4" LIFTS	$17.01	SY	21224	361,020.24		
5	336.02X3	RES ASP CONC, TP SP III, 1-2 1/2" LIFT	$11.90	SY	10612	126,282.80		
6	336.02X4	RES ASP CONC, TYPE SPB, 2-2" LIFT	$10.22	SY	0	0.00		
7	340.010	SDWK, 4", PCC (NON-DEFERRED)	$32.00	SY	1675	53,589.12		
8	340.020	DRVPD, 6", PCC	$54.00	SY	0	0.00		
9	340.025	WLCHR ACC RAMP, 4" PCC	$1,700.00	EA	7	11,900.00		
10	340.030	VLY GUT & CURB, PCC	$55.00	SY	76	4,180.00		
11	340.050	C & G STD, PCC	$17.00	LF	0	0.00		
12	340.060	C & G MDN, PCC	$15.00	LF	0	0.00		
13	341.010	AC CURB, M EXTD	$7.41	LF	0	0.00		
14	441.001	REF PLAS MRK 4"	$0.58	LF	10232	5,908.98		
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17	510.100	CUT OFF WALL	$480.00	CY	8	3,840.00		
		SUBTOTAL PAVING				**604,845.35**		
		STORM DRAIN						
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19	701.110	TRCHG, BF & COMP 18"-36" SD, 8-12' D	$16.00	LF	160	2,560.00		
20	701.150	TRCHG, BF & COMP 42"-60" SD, <8' D	$22.00	LF	562	12,364.00		
21	701.160	TRCHG, BF & COMP 42"-60" SD, 8-12' D	$25.00	LF	161	4,025.00		
22	701.XXX	TRNCH ADD-ON FOR BASALT 18"-36"	$36.75	LF	0	0.00		
23	701.XXX	TRNCH ADD-ON FOR BASALT 42"-54"	$105.00	LF	0	0.00		
24	910.005	18" RCP, III	$41.00	LF	0	0.00		
25	910.009	24" RCP, III	$50.00	LF	0	0.00		
26	910.013	30" RCP, III	$64.00	LF	204	13,056.00		
27	910.017	36" RCP, III	$75.00	LF	147	11,025.00		
28	910.019	42" RCP, III	$100.00	LF	350	35,000.00		
29	910.021	48" RCP, III	$120.00	LF	288	34,560.00		
30	910.023	54" RCP, III	$170.00	LF	85	14,450.00		
31	910.XX4	OUTLET STRUCTURE	$15,000.00	EA	1	15,000.00		
32	910.XX6	LOW FLOW CHANNEL	$68.25	SY	71	4,845.75		
33	910.01X	CONCRETE RUNDOWN W/RIP RAP	$63.00	LF	22	1,386.00		
34	915.02X	CTH BSN, A, DWING	$3,900.00	EA	0	0.00		
35	915.030	CTH BSN, C, SG	$3,100.00	EA	0	0.00		
36	915.040	CTH BSN, C, DG	$4,900.00	EA	0	0.00		
37	915.050	CTH BSN, D, SG	$3,000.00	EA	0	0.00		
38	920.070	MH, 4' DIA, C OR E, 6'-10' D	$2,809.00	EA	0	0.00		
39	920.140	MH, 6' DIA, C OR E, 6'-10' D	$4,734.00	EA	8	37,872.00		
40	920.210	MH, 8' DIA, C OR E, 6'-10' D	$8,109.00	EA	1	8,109.00		
		SUBTOTAL STORM DRAIN				**196,926.75**		
		WATER						
41	701.XXX	TRNCH ADD-ON FOR BASALT	$39.90	LF	0	0.00		
42	801.002	6" WL PIPE w/o FIT	$11.87	LF	0	0.00		
43	801.003	8" WL PIPE w/o FIT	$14.86	LF	0	0.00		
44	801.005	12" WL PIPE w/o FIT	$26.00	LF	0	0.00		
45	801.059	NONPRESS CONN, w/FIT, WL	$1,680.00	EA	0	0.00		
46	801.065	DI FIT, MJ, 4-14", WL	$2.12	LBS	0	0.00		

Check that items
are on IL

CITY PROJECT NO. 709984
SHEET ____ OF ____

MAP NO. C-10 11

FINAL

6 ITEM NO.	SPEC NO.	7 SHORT DESCRIPTION	8 EST. UNIT PRICE	UNIT	9 EST. QUANTITY	10 EST. AMOUNT	11 AS-BUILT QUANTITY	12 AS-BUILT AMOUNT
47	801.081	6" GATE VALVE	$629.42	EA	0	0.00		
48	801.082	8" GATE VALVE	$909.24	EA	0	0.00		
49	801.084	12" GATE VALVE	$1,677.05	EA	0	0.00		
50	801.08X	2" AIR/VACUUM RELEASE VALVE	$5,071.87	EA	0	0.00		
51	801.105	VLV BOX A	$400.00	EA	0	0.00		
52	801.113	FH, 4' BURY	$4,625.00	EA	0	0.00		
53	801.11X	FH AIR RELEASE	$3,051.16	EA	0	0.00		
54	801.150	MJ REST GLND, 4"-8"	$108.00	EA	0	0.00		
55	801.151	MJ REST GLND, 10"-12"	$139.00	EA	0	0.00		
56	801.155	JNT REST HRNSS, 4"-8"	$131.00	EA	0	0.00		
57	801.157	JNT REST HRNSS, 10"-12"	$194.00	EA	0	0.00		
58	802.620	1" WTR SVC, SGL - IRRIGATION	$1,036.35	EA	1	1,036.35		
59	802.760	3/4" NS WTR LN, SS, NWM	$827.00	EA	0	0.00		
60	802.770	3/4" NS WTR LN, DS, NWM	$1,097.03	EA	0	0.00		
		SUBTOTAL WATER				**1,036.35**		
		SANITARY SEWER						
61	701.010	TRCH, BF, 4"-15" SAS, <8'	$12.00	LF	589	7,068.00		
62	701.020	TRCH, BF, 4"-15" SAS, 8-12'	$13.00	LF	800	10,400.00		
63	701.XXX	TRNCH ADD-ON FOR BASALT	$37.80	LF	0	0.00		
64	901.030	8" SAS PIPE	$13.00	LF	1389	18,057.00		
65	905.030	4" SAS RISER	$47.25	LF	303	14,316.75		
66	905.050	4" NEW SAS SVC	$543.26	EA	0	0.00		
67	920.070	MH, 4' DIA, C OR E, 6'-10' D,	$2,650.00	EA	9	23,850.00		
		SUBTOTAL SANITARY SEWER				**73,691.75**		
		SUBTOTAL CONSTRUCTION (UNIT II)				**876,500.20**		
		NMGRT @ 6.75%				59,163.76		
		SUBTOTAL CONSTRUCTION				**935,663.96**		
		STAKING @ 3%				28,069.92		
		ENGINEERING @ 6%				56,139.84		
		INSPECTION @ 3.3%				30,876.91		
		TESTING @ 1.5%				14,034.96		
		GRAND TOTAL				**1,064,785.59**		

deferred SW

4227.59 SY
$40.08/SY

$169,441.80
× 7% tax

2007 → 2011
3% × 4 yrs
× 125%

$226,628.42

$6,597,878.78

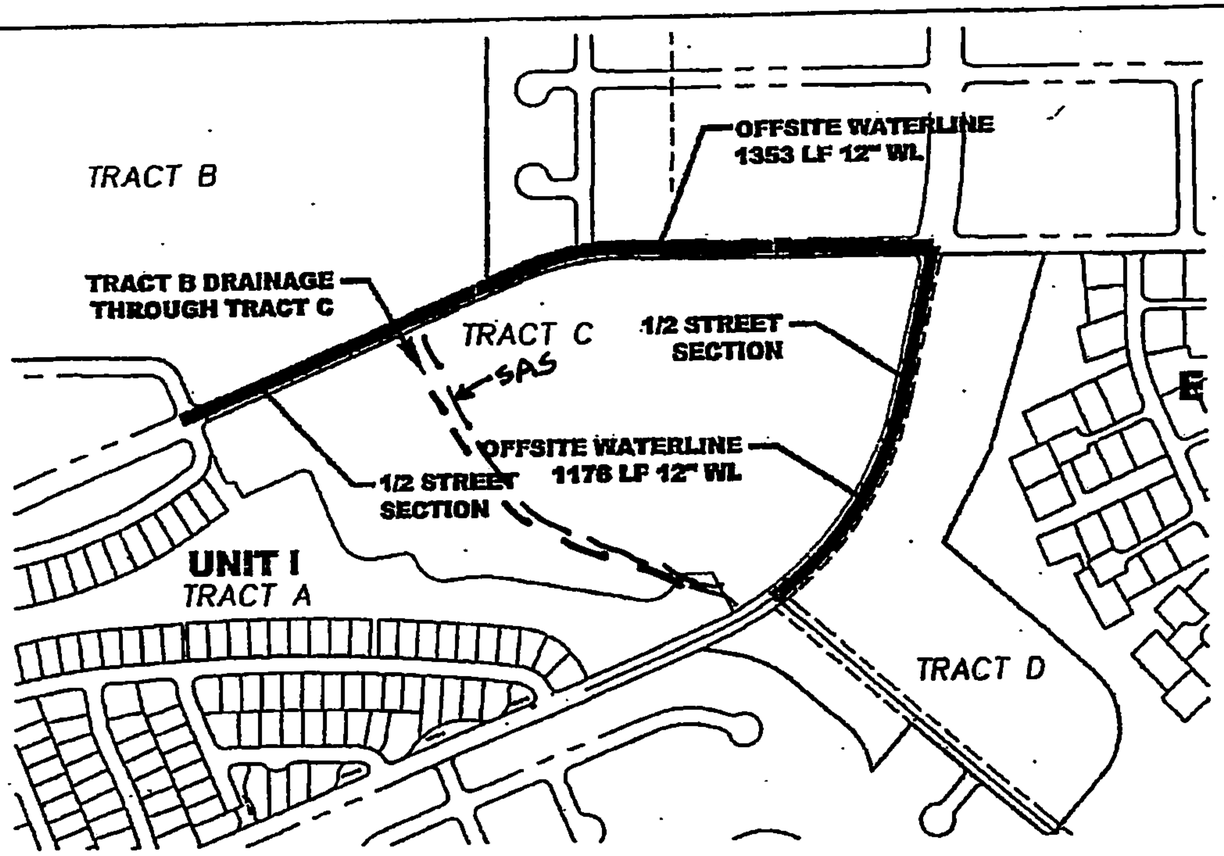
Paving 1,571,446.24
SD 907,377.47
wtr 743,303.03
SAS 694,236.90

3,916,363.64
× 129%

$4,386,327.28

$6,371,250.36

Ex 2 - Closing Agreement



INFRASTRUCTURE DESCRIPTION	LOCATED	FROM	TO
½ STREET SECTION	ROSA PARKS	AZUCENA PL	KIMMICK DR
12" WL	ROSA PARKS	AZUCENA PL	KIMMICK DR
12" WL	KIMMICK DR	ROSA PARKS	LOS PINOS EASEMENT
½ STREET SECTION	KIMMICK DR	ROSA PARKS	LOS PINOS EASEMENT
DRAINAGE	TRACT C	TRACT B	THRU TRACT C

SCALE: 1" = 400'

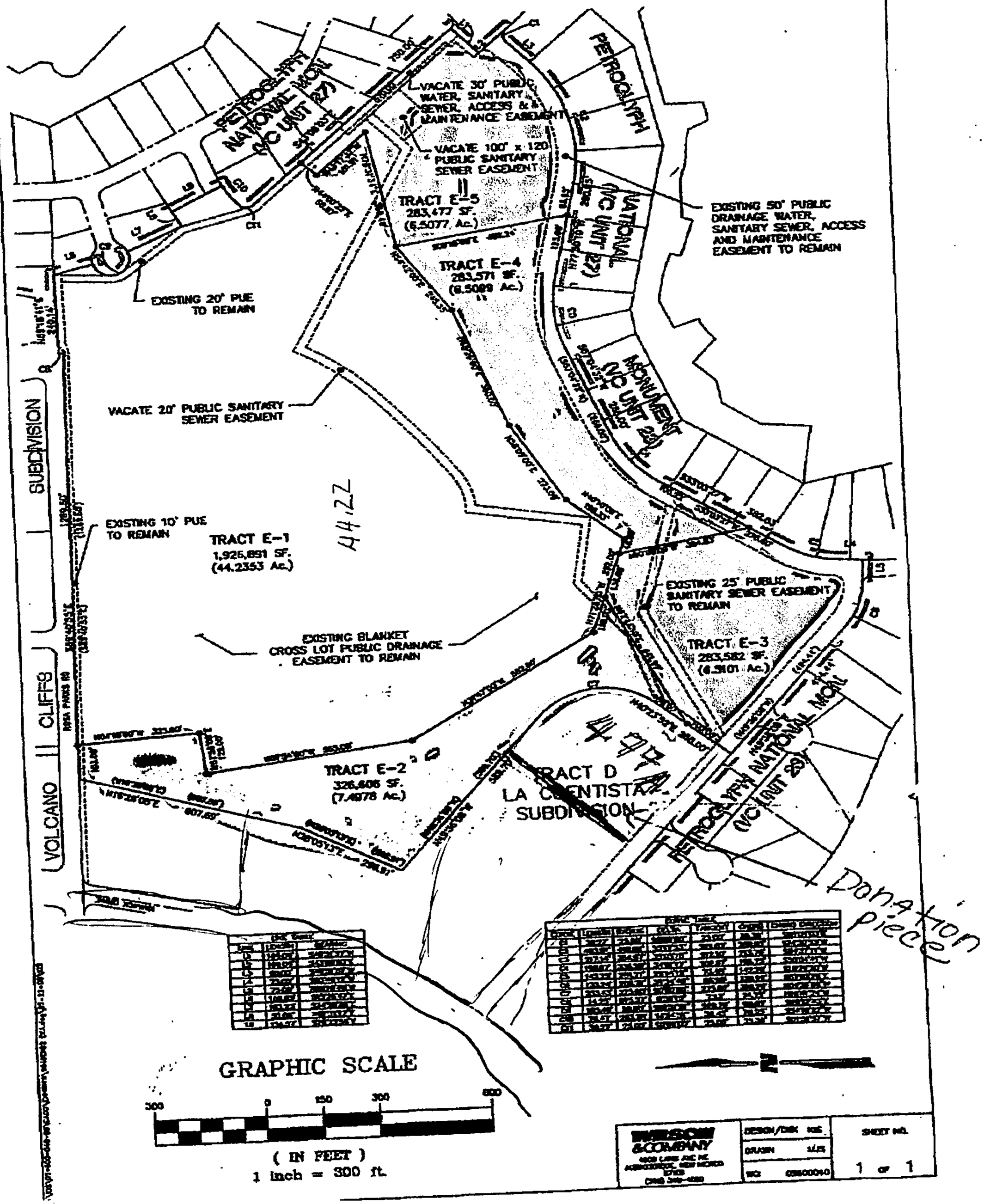
LA CUENTISTA SUBDIVISION

CONTRACT EXHIBIT
TRACT C
OFFSITE INFRASTRUCTURE

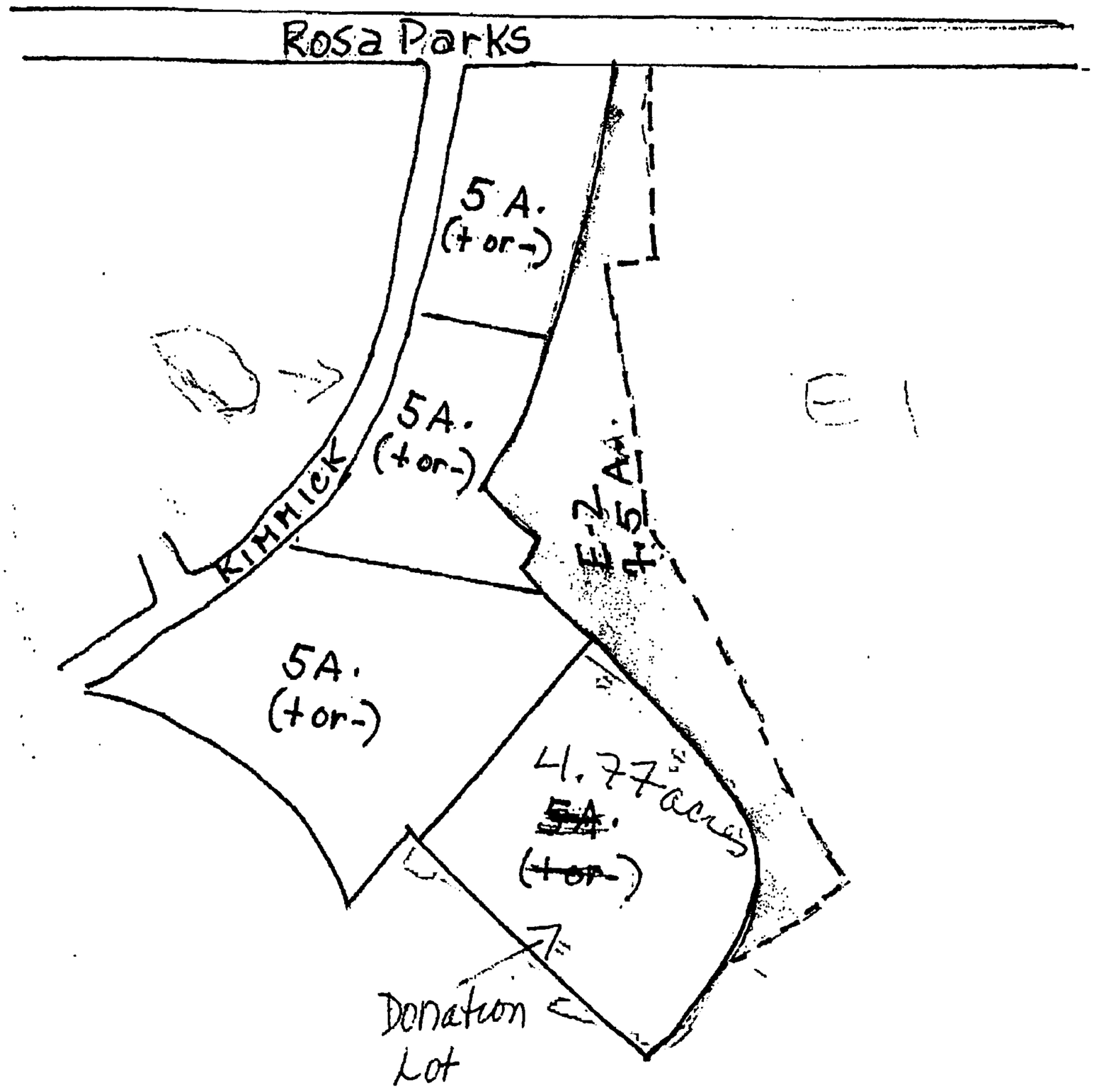
N/A

1 of 1

LA CUENTISTA SUBDIVISION ACQUISITION
TRACTS E-2 THROUGH E-5
JULY 2009

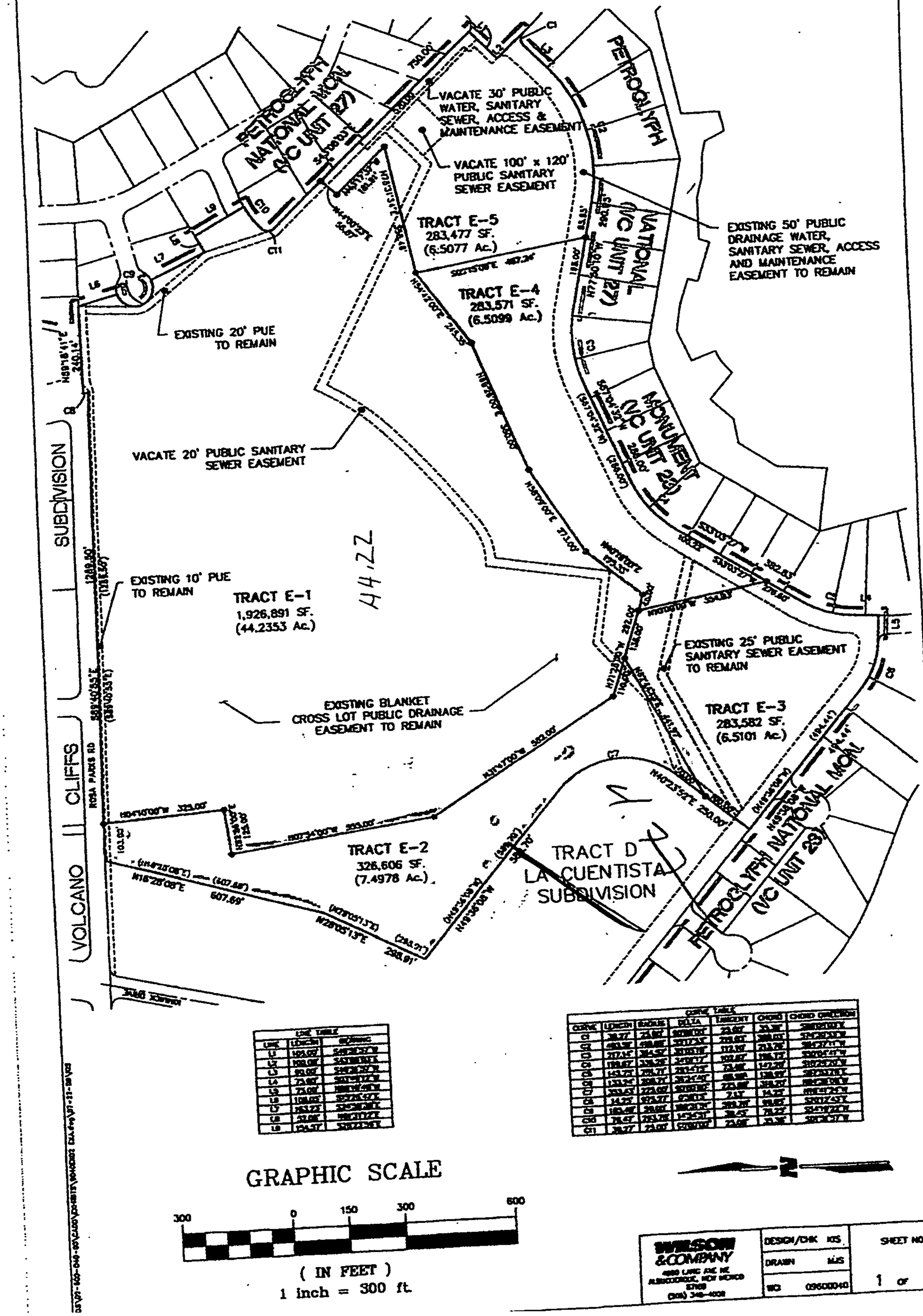


Tract "D"
La Cuentista



Frances Pavich
505 466-3916

LA CUENTISTA SUBDIVISION ACQUISITION
TRACTS E-2 THROUGH E-5
JULY 2009



LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00'	S49°36'08"E
L2	100.00'	S41°09'01"W
L3	80.00'	S49°36'08"E
L4	73.00'	S40°23'52"W
L5	73.00'	N49°36'08"W
L6	100.00'	N40°23'52"E
L7	263.23'	S49°36'08"E
L8	52.00'	N49°36'08"W
L9	124.57'	S49°36'08"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	S04°23'52"W
C2	404.56'	458.00'	50°37'24"	218.01'	391.61'	S24°42'30"W
C3	207.45'	264.50'	44°56'18"	109.17'	202.24'	S27°07'17"W
C4	198.82'	336.50'	33°51'07"	102.60'	195.97'	S32°04'41"W
C5	143.72'	286.77'	28°43'17"	73.38'	142.26'	S35°25'52"W
C6	133.24'	286.77'	26°37'40"	68.08'	132.03'	S49°29'01"W
C7	39.27'	25.00'	90°00'00"	25.00'	35.36'	S85°36'08"E
C8	14.57'	575.77'	01°44'27"	7.29'	14.57'	N49°43'52"E
C9	165.48'	36.00'	263°30'54"	39.78'	55.85'	S40°23'52"W
C10	78.47'	275.77'	16°18'34"	39.47'	78.22'	S32°14'35"W
C11	39.27'	25.00'	90°00'00"	25.00'	35.36'	S04°23'52"W

GRAPHIC SCALE

300 0 150 300 600

(IN FEET)

1 inch = 300 ft.

WILSON & COMPANY 4900 LANG AVE NE ALBUQUERQUE, NEW MEXICO 87109 (505) 348-4000	DESIGN/CHK KIS	SHEET NO.
	DRAWN MJS	
	WO 09600040	1 OF 1

Tract "D"
La Cuentista.
total A. = 19.77

FRANCES PAVICH
legacy@cybermesa
505-466-3915
980-9124 cell

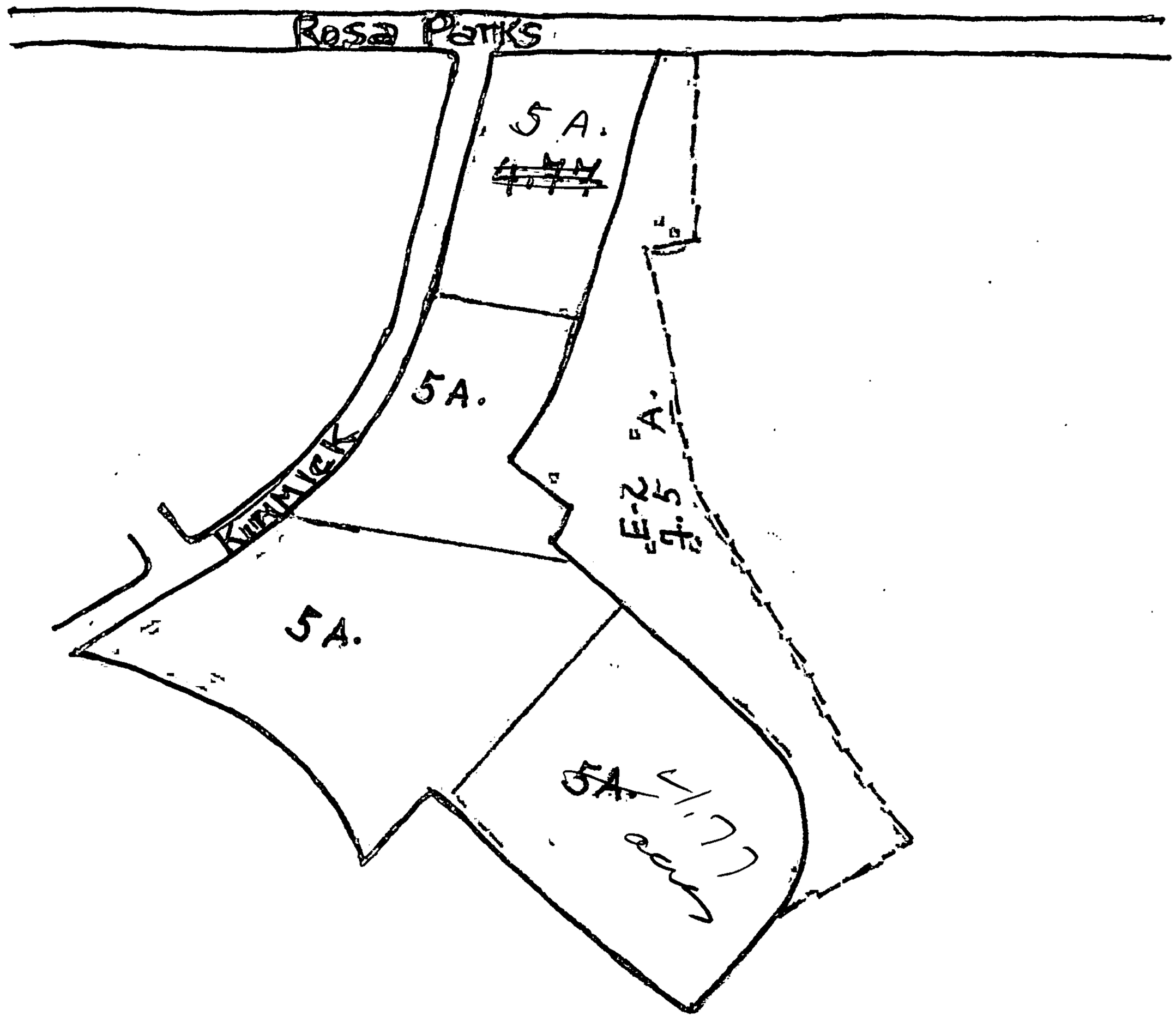


FIGURE 4

APPLICATION FOR DESIGN AND CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS

INSTRUCTIONS: PRINT OR TYPE IN BLACK INK ONLY. Use additional sheets, if necessary.

1. APPLICANT INFORMATION:

   a. Developer: La Cuentista II, LLC. Date: 3-20-07
   Mailing Address: PO Box 51177, Albuquerque, NM Zip Code: 87181
   Phone No.: 505-299-1500

   b. Owner's Name: Same as above Zip Code: _____
   Mailing Address: _____
   Phone No.: _____

   c. Consulting Engineer: Wilson & Company Zip Code: 87109
   Mailing Address: 4900 Lang Ave.NE Albuquerque, NM
   Phone No.: 505-348-4000

   d. Person to call regarding this application Kristine Susco
   Phone No. 505-348-4191 Firm: Wilson & Company

2. LOCATION OF REQUEST:

   Zone Map No. C-10 & 11 DRB Case #: 1005182

   Legal Description:
   Tract C of the Correction Plat of
   the Bulk Land Plat of La
   Cuentisa Subdivision

   IF FINAL PLAT NOT YET APPROVED, DATE PRELIMINARY PLAT EXPIRES: 2-15-08

   Date Plat Approved: _____ Date Plat Recorded: _____

3. DESCRIPTION OF IMPROVEMENTS PROPOSED: (Give Street Names Where Applicable)

   Street, Water, Sewer and Storm Drain
   Improvemnts

   (Use additional sheets, if needed)

   Master Plan water line to be constructed? X YES ____ NO ____ UNKNOWN

   Master Plan sanitary sewer line to be constructed? X YES ____ NO ____ UNKNOWN

All of this to

4. LEVEL OF SUBMITTAL: Applicant requests entry into the Design Development process as indicated below, and has included appropriate submittals required:

/___/ Pre-Design (Orientation)

/_ X_/ Design Review (Preliminary=65%-95%)

/_ _/ Pre-Design w/Submittals

/___/ Design Review (Final=95% Complete)

Applicant requests consideration for Partial Acceptance. _____Yes _____No

Drainage Submittal is being prepared by: Wilson & Company, Inc.

5. PROPOSED METHODS TO CONSTRUCT

¶ Public Improvements will be built by:

[X]Private Contractor (Procedure A or B)

[_] City Contractor (Procedure C)

¶ Public Improvements will be constructed

[X] Under one contract (single Plan set)

[_] Under separate contracts for portions of the work (this requires separate plan sets for each contract)f

6. REQUIRED ATTACHMENTS (SEE PRE-DESIGN PHASE).

SIGNATURE: _____
APPLICANT/AGENT

****

ENGINEERING DIVISION INTERNAL USE ONLY

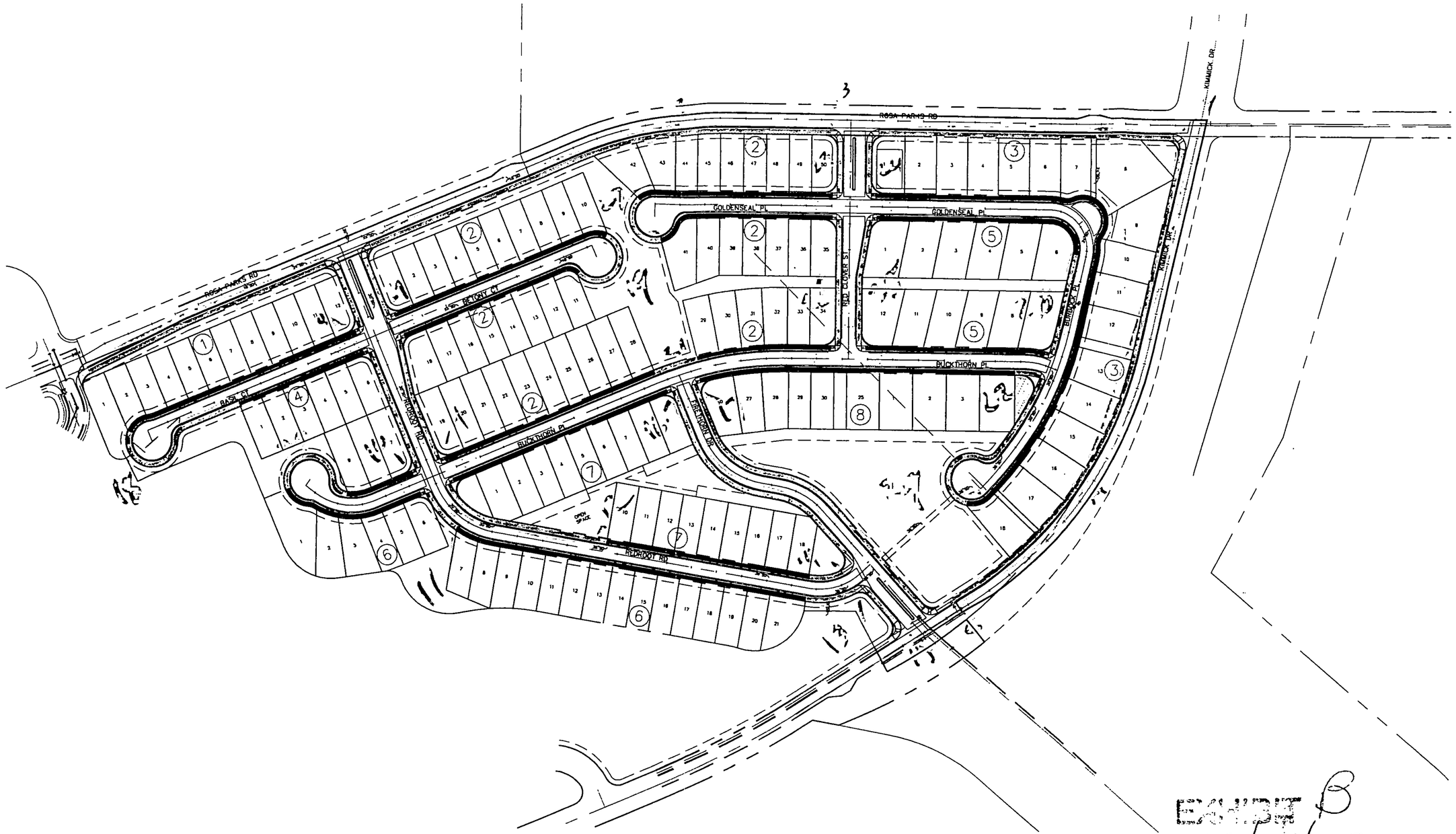
Application Received by: _____ Date: _____

Application Reviewed by: _____ Date: _____

Design Engineer Assigned: _____
(Name)

Pre-Design Conference Date: _____

Copy Distribution: Applicant/Agent
File/Log
Assigned Engineer



4' SIDEWALK TO BE DEFERRED

4' SIDEWALK TO BE CONSTRUCTED WITH UNIT II

N

SCALE: 1" = 200'

EXHIBIT B
Date 01/27/07

WILSON & COMPANY
2600 THE AMERICAN ROAD S.E.
SUITE 100
RIO RANCHO, NEW MEXICO
87124
(505) 898-8021

LA CUENTISTA SUBDIVISION – UNIT II

SIDEWALK DEFERRAL EXHIBIT

DESIGN KIS	WCEA NO. 0660004701	DATE JAN 2007	
DRAWN KIS	PROJECT NO.	SHEET NO.	
DSA	DRB #1005182	1 OF 1	

T:\PROJECTS\0660004701\CADD\EXHIBITS\B4701EX04_SW DEFV.MS\1-16-07

CITY OF ALBUQUERQUE

January 25, 2007

Dan Aguirre, PE
Wilson & Company
4900 Lang Ave
Albuquerque, NM 87109

Re: La Cuentista Subdivision Unit 2 Drainage Report
Engineer Stamp 1-23-07 (D10/D2)

Dear Mr. Aguirre,

Based upon information provided in your submittal dated 1-24-07, the above referenced report is approved for Preliminary Plat action by the DRB. Once that board has approved the plan, please provide a mylar copy for my signature in order to obtain a Grading Permit.

This project requires a National Pollutant Discharge Elimination System (NPDES) permit. Refer to the attachment that is provided with this letter for details. If you have any questions please feel free to call the Municipal Development Department, Hydrology section at 768-3654 (Charles Caruso).

Prior to Release of SIA and Financial Guarantees, an Engineer's Certification of this grading plan will be required.

If you have any questions, you can contact me at 924-3986.

Sincerely,

Bradley L. Bingham, PE
Principal Engineer, Planning Dept.
Development and Building Services

C: Chuck Caruso, CoA
file

P.O. Box 1293
Albuquerque
New Mexico 87103
www.cabq.gov

Albuquerque Bernalillo County Water Utility Authority

One Civic Plaza NW, Room 5012
Albuquerque, NM 87102
Phone (505) 768-2500
Fax (505) 768-2580

December 27, 2006

Chair
Alan B. Armijo
County of Bernalillo
Commissioner, District 1

Vice-Chair
Issac Benton
City of Albuquerque
Councillor, District 3

Michael J. Cadigan
City of Albuquerque
Councillor, District 5

Teresa Cordova
County of Bernalillo
Commissioner, District 2

Issac Benton
City of Albuquerque
Councillor, District 3

Martin Heinrich
City of Albuquerque
Councillor, District 6

Deanna Archuleta
County of Bernalillo
Commissioner, District 3

Martin J. Chávez
City of Albuquerque
Mayor

Ex-Officio Member
Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
http://www.abcwua.org

Mrs. Kristine Susco
Wilson & Company
4900 Lang Ave. NE
Albuquerque, NM 87109

RE: Water and Sanitary Sewer Serviceability Statement
La Cuentista Subdivision, Unit II - Zone Atlas Maps – C-10, C-11, D-10, D-11

Dear Mrs. Susco:

Project Information: This property includes approximately 35.5-acres east of Universe along Rosa Parks Road, within the City limits. The proposed site is intended for 140 single-family detached homes within the 3WR pressure zone of the Volcano Trunk. The site is currently zoned R-1.

Existing Conditions: Currently there are no available water or sewer lines in which to extend service to the site.

However, pending the completion and acceptance of several projects that are in the design/construction phase, service may become available at some time in the future. City project #709782 is anticipated to construct a 12-inch water line and an 8-inch sanitary sewer line in Rosa Parks Road. Both lines will terminate around the NW area of the proposed site. Also in the design is a sanitary sewer and another 12-inch water line into Unser at the southern end of this site. Project #709783 is to construct a sanitary sewer line around the southern end of this site to existing lines further south.

Service: Service will be contingent upon completion and Utility acceptance of the above mentioned projects as well as developer funded construction of public water distribution, and public sanitary sewer collection infrastructures.

A combination of 8 inch and 6-inch water distribution lines through the internal roadways will be looped from the future 12-inch water line in Rosa Parks around the internal roadways and to the future 12-inch line in Unser (see Project # 707982 & Project # 707983). In addition, the 12-inch water line must be extended and looped around the perimeter of the site to cover the entire frontage from Rosa Parks to Unser.

Fire hydrants will also be required at standard locations. Utility site plans are required to be approved by the Fire Marshal's Office and verified through the Utility Development office prior to site approval and the sale of metered water service.

The developer will be required to design and construct the necessary sanitary sewer collection lines through the internal roadways. Once constructed, outfall will be permitted to go to the 8-inch line in Unser Blvd. (see Project #709783). Additionally , sanitary sewer will be required including infrastructure around the perimeter of the site to cover the frontage from Rosa Parks to Unser.

Design and construction: All improvements will be at the developer / property owner's expense and must be coordinated through the City of Albuquerque via the DRC / city work order process. Designs must be by a licensed, New Mexico registered Professional Engineer. Construction must be by a licensed, bonded, public utility contractor.

Easements: Public water and sanitary sewer easements are also required for all lines that are to be constructed outside of any dedicated rights-of-way. The minimum easement width for public water and sanitary sewer lines shall be 25-feet in width. Acceptable easements must be documented on the final site plan and/or plat prior to DRB approval.

Costs and Fees: Water and sanitary sewer service accounts must be established with New Services at 924-3920. In addition to installation and construction costs, each metered water service will be subject to water and sanitary sewer utility expansion charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

Water Use: All new development shall be required to meet the standard water usage of 180 gallons per household per day which is equivalent to 75 gallons per capita day. Indoor water use shall consist of 70% of total use with outdoor limited to 30%. Where available, outdoor water usage shall utilize reclaimed water.

Closure: This statement of availability will remain in effect for a period of one (1) year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Utility Department as soon as possible. Please feel free to contact that office at (505) 924-3987, or by fax at (505) 924-3864 if you have questions regarding the information presented herein or need additional information.

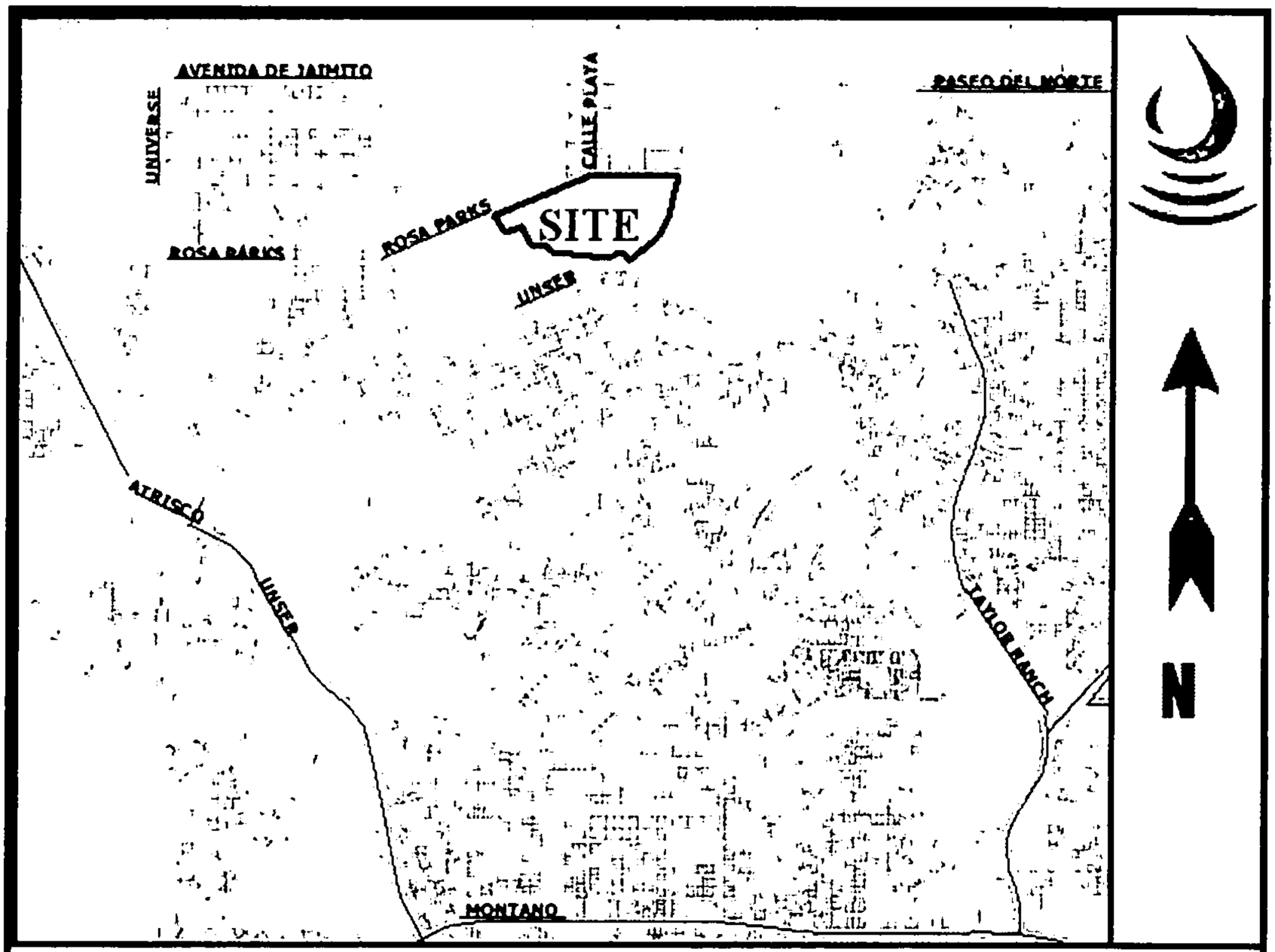
Please feel free to contact the Water Utility Development Office at (505) 924-3987, or by fax at (505) 924-3864 if you have questions regarding the information presented herein or need additional information.

Sincerely,

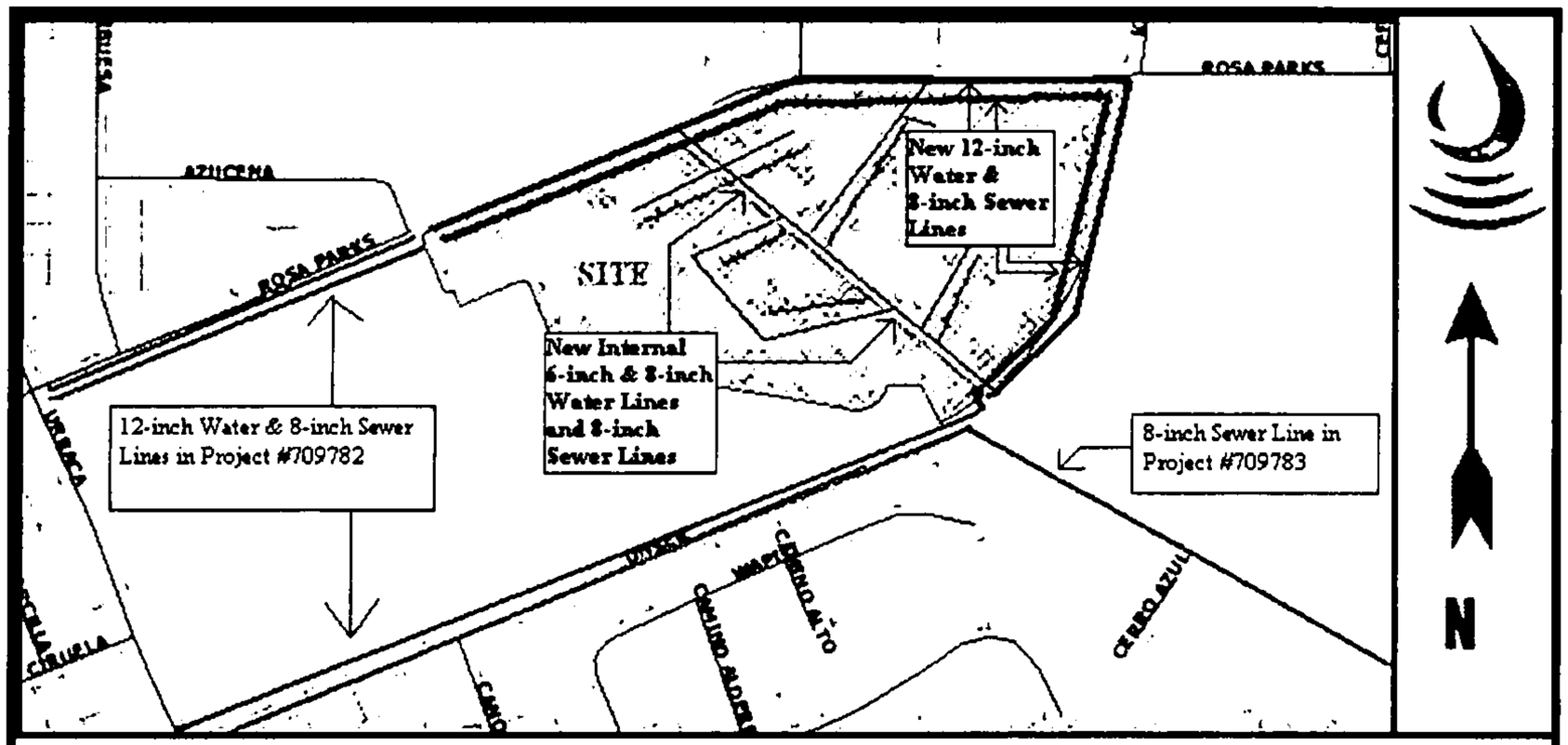
Mark S. Sanchez
Executive Director

Encl: System / Location Map(s)

C: f/ Readers #61212
f/ Availability C-10, C-11, D-10, D-11
f/ 1005282



Availability Statement # 61212 - Site Map



Availability Statement # 61212 - Water & Sewer Lines

LOSS PREVENTION SECTION

Risk Management Division
City of Albuquerque
505-768-4510

To: Chairperson, DRC, Planning Department

From: Donald C. Bartlett, Loss Prevention

Regarding: La Cuentista, Unit II, Project No. **709784**

Date: August 28, 2007

Loss Prevention has reviewed the final plan review documents.
The comments recorded for the April 3rd meeting of the DRC have been resolved.

No additional comments.

Thank you

LOSS PREVENTION SECTION

Risk Management Division
City of Albuquerque
505-768-4510

To: Chairperson, DRC, Planning Department

From: Donald C. Bartlett, Loss Prevention

Regarding: LaCuentista, Phase II, Project No. **709784**

Date: April 3, 2007

Loss Prevention has reviewed the preliminary plan review documents not dated.
The review was completed with the following comments.

Sheet 2xx

1. Please add to notes: All excavation, trenching and shoring activities must be carried-out in accordance with OSHA 29 CFR 1926.650 subpart P.

Sheet 20xx

2. The curb ramp design shown on the plan and profile sheets do not match the ramp detail referenced on sheet 5.

Thank you

DRC SESSION MINUTES

Project: La Cuentisia II

Project No.: 709784

Date: 08/28/2007 Time: 1:30 pm

Consultant: Kristine Susco Engineering Firm: Wilson and Company

Signed	Delegate sign. to DRC Chair	Comments via Memo	Markups	Need next set of plans	
☐	☐	☐	☒	☐	Utility Development: Bill Balch - Add valve, FH indirt need PCC pad. Comment on SAS on Redroot drawing provided DPM on SAS services. 9/27
☐	☐	☐	☒	☐	Trans. Development: Nilo Salgado - Comment on ref CPN for pavement design Callout STD Dwg 2508, Coor. w/ Andrew Gallegos, on striping comment to ref. sheet 5. Crown Transition. 9/6
☐	☐	☐	☐	☐	Hydrology: Brad Bingham. need A+C for drainage. Move DI's to low spots. Bldg note on DI sheet 30. grout CMU wall located near base of rundown. Q, V, HGL on sheet 30. need detail (pond). low flow channel. need Gravel path to access MH's. 9/27
☐	☐	☐	☐	☐	Construction Coord.:
☐	☐	☒	☐	☐	Risk: Don Bartlett No additional Comment.
☐	☐	☐	☐	☐	Project Manager
☐	☐	☒	☒	☐	DRC Chair: - Stephen Woodall Comment to pre set drive pads near DI. Drafting comment. Miner Comments Brad stated on 12/3/07 He has blanked Drainage easement to Unit III tract. ~ See temp Pond. 12/4
☐	☐	☐	☐	☐	Traffic Operations: Kevin Broderick/Andrew Gallegoes
☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	

☒ Consultant to make corrections. ☒ Submit markups and 1 sets of paper plans ☒ Mylars
for: ☐ Prelim. Plan Review ☐ Final Plan Review ☐ Signature Session ☐ other: Route.

☒ Forms required: ☐ Figure 7 ☐ Figure 8 including UPC# w/ exhibit ☒ Figure 21 (w/ exhibits if requesting pro-rata)
☐ Fire marshal's approval of fire hydrant locations ☐ other: 2 Full Size Sheets.

☐ Other signatures required on mylars prior to DRC chair signature:
☐ AMAFCA ☐ County ☐ MRGCD ☐ NMDOT ☐ NMUI ☐ VDLR
☐ City Architect ☐ Other:

☒ Documents required:	DRC chair signature	work order	closeout	other
☐ public road/sidewalk easement				
☐ public water & sewer easement				
☐ public drainage easement				
☐ slope maintenance easement				
☒ agreement & covenant	☒			
☐ license agreement				
☐ other:				

☒ SIA req.: ☐ A ☒ B ☐ B-mod-non WO ☐ C ☐ C-mod ☐ Sidewalk deferral ☐ other:

Other Notes:

DRC SESSION MINUTES

Project: La Cuentisia II

Project No.: 709784

Date: 4/03/2007 Time: 1:30 pm

Consultant: Dan Wilson Engineering Firm: Wilson and Company

Signed	Delegate sign. to DRC Chair	Comments via Memo	Markups	Need next set of plans	
☐	☐	☒	☒	☒	Utility Development: Bill Balch - water shut-off plan, High points - callout air release values + EH Sheet 19 realign SAS ~~[illegible]~~ add Drop MH sheet 23 comment on SAS services Comment on High Point - sheet 28 and sheet 33, Air Pocket comment on sheet 37 Regrade - HP at service.
☐	☐	☐	☒	☒	Trans. Development: Nilo Salgado - Sheet 5 comments - stripping, pavement details, Sheet 6 comments - transition taper, R/W radius on Cal-de-sac's, Street Name, add note on Curb-Gutter remove. Comments on sheet 14, 15, 18, 21, 24, 26, 27, 30. Comment on Valley Gutters, ~~[illegible]~~ Providing SU-30 template out comment to be provided Later.
☐	☐	☐	☒	☒	Hydrology: Brad Bingham
☐	☐	☐	☐	☐	Construction Coord.: Greg
☐	☐	☒	☒	☒	Risk: Don Bartlett Add note on Trenching,
☐	☐	☐	☐	☐	Project Manager
☐	☐	☐	☒	☒	DRC Chair: - Stephen Woodall Minor Comments
☐	☐	☐	☒	☒	Traffic Operations: Kevin Broderick/Andrew Gallegoes
☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	

☒ Consultant to make corrections. ☒ Submit markups and 6 sets of paper plans ☐ Mylars
for: ☐ Prelim. Plan Review ☐ Final Plan Review ☐ Signature Session ☐ other: _____

☒ Forms required: ☐ Figure 7 ☐ Figure 8 including UPC# w/ exhibit ☒ Figure 21 (w/ exhibits if requesting pro-rata)
☐ Fire marshal's approval of fire hydrant locations ☐ other: _____

☐ Other signatures required on mylars prior to DRC chair signature:
☐ AMAFCA ☐ County ☐ MRGCD ☐ NMDOT ☐ NMUI ☐ VDLR
☐ City Architect ☐ Other: _____

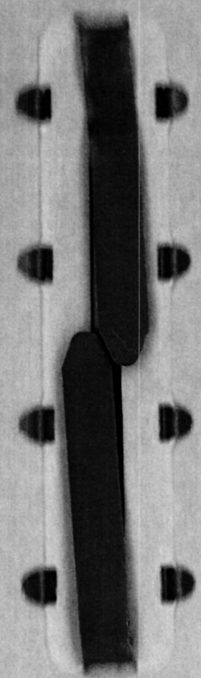
	DRC chair signature	work order	closeout	other
☒ Documents required:				
☒ public road/sidewalk easement	☒ 50' easement	by paper		
☒ public water & sewer easement	☒ "	"		
☒ public drainage easement	☒ "	"		
☐ slope maintenance easement				
☒ agreement & covenant				
☐ license agreement				
☐ other:				

Truck B

☒ SIA req.: ☐ A ☒ B ☐ B-mod-non WO ☐ C ☐ C-mod ☐ Sidewalk deferral ☐ other: _____

Other Notes: Provide PDF of sheet 33 to Bill Balch.

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