### (Procedure C - Modified) INFRASTRUCTURE IMPROVEMENTS AGREEMENT

COA# \_\_\_\_\_

#### FIGURE 13

## AGREEMENT TO CONSTRUCT PUBLIC IMPROVEMENTS BY CITY CONTRACT

| THIS AGREEMENT is made this (Date)   | 20                        | , by and                       |
|--|---------------------------|--------------------------------|
| THIS AGREEMENT is made this (Date) between the City of Albuquerque, New Mexico ("City"), whose address is P.   | O. Box 1                  | 293 (One                       |
| Civic Plaza). Albuquerque. New Mexico 87103, and   |                           |                                |
| ("Developer"), a, [state the type of bu  | siness en                 | tity e.g. "New                 |
| Mexico corporation," "general partnership," "individual," etc.]  |                           |                                |
| , whose address is   |                           | (City)                         |
| , (State) (Zip Code) and whose telephon  |                           |                                |
| , in Albuquerque, New Mexico, and is entered in  |                           |                                |
| final execution of this Agreement.   |                           |                                |
| 1. Recital. The Developer owns certain lands within the City of A Count, New Mexico, known as: [describe]:   |                           | _                              |
| ("Developer's Property"). The Developer's Property is owned by [state the n property owner exactly as shown on the real estate document conveying title in Property to the present owner]  | in Develo                 | per's                          |
|  | ("Ov                      | vner'').                       |
| The Developer of the property is seeking [describe: "preliminary/final plat", "etc.] approval. The Developer have agreed that it would be beneficial to all parties and the general improvements to the public roadways and that it is appropriate that the Develop of the improvements. | e City and<br>I public to | d the property<br>make certain |
| Developer's Property will benefit from the construction of certain improvement will be located on public right-of-way, and the City is willing to construct those participation of the Developer.  |                           |                                |
| THEREFORE, the City and the Developer agree:   |                           |                                |
| 2. <u>Improvements</u> . The City agrees to install and complete improvements, identified as Project No:   |                           |                                |
|  |                           |                                |
| ("In   | iproveine                 | ms ).                          |
|  |                           |                                |
|  |                           |                                |
|  |                           |                                |
|  |                           |                                |

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| dollars and  | cents (\$)   |
|--|--|
| ("Developer's Share"), as detailed in the attached City-approved e<br>The estimate includes City fees and contingencies and is the only<br>contribute for this project.  | estimate which is attached as Exhibit A  |
| 4. <u>Payment</u> . All payments will be made only in the cashier's check or other form of payment approved by the City.   | e following form: cash, certified check  |
| 5. <u>Notice</u> . For purposes of giving formal written notice the Developer's and the City's addresses are as stated in the first passes given either in person or by certified U.S. mail, postage paid. received within six (6) days after the notice is mailed if there is not the control of the con | aragraph of this Agreement. Notice may<br>Notice will be considered to have been |
| 6. <u>Entire Agreement</u> . This Agreement contains th supersedes any and all other agreements or understandings, oral or whereof or contemporaneous herewith.  | -  |
| 7. <u>Changes to Agreement</u> . Changes to this Agreement and signed by both parties.   | at are not binding unless made in writing  |
| 8. <u>Construction and Severability</u> . If any part of th unenforceable, the remainder of the Agreement will remain val reasonably capable of completion.  |  |
| 9. <u>Captions</u> . The captions to the sections or paragrap Agreement and will not affect the meaning or construction of any   | <u> </u>   |
| 10. <u>Authority to Execute</u> : If the Developer signing berproperty, the City may require the Developer to provide the City was authority to execute this Agreement.  |  |
| Executed on the date stated in the first paragraph of this Agreeme   | nt.  |
| DEVELOPER: CITY O  | OF ALBUQUERQUE:  |
| Name [print]: Shartitle:   | ahab Biazar, P.E., City Engineer   |

#### DEVELOPER'S NOTARY

| STATE OF  | )                            |                     |               |
|---|------------------------------|---------------------|---------------|
| COUNTY OF   | ) ss.<br>)                   |                     |               |
| This instrument was acknow by [name of person:] capacity, for instance, "President" o |                              |                     |               |
| (SEAL)  | Notary Pu                    | blic                |               |
|   | My Comm                      | nission Expires:    |               |
| STATE OF NEW MEXICO<br>COUNTY OF BERNALILLO   | CITY'S NOTARY  ) ) ss. )     |                     |               |
| This instrument was acknowled   | ged before me on this        | _ day of            | , 20          |
| by Shahab Biazar, P.E., City Engine behalf of said corporation.                       | eer of the City of Albuquero | que, a municipal co | rporation, on |
| (SEAL)  | Notary Pu                    | blic                |               |
|   | My Comm                      | nission Expires:    |               |

# (**Exhibit A** attached) [POWER OF ATTORNEY ATTACHED IF DEVELOPER IS NOT THE OWNER OF THE SUBDIVISION]

#### **POWER OF ATTORNEY**

| NOTE: Must be signed and notarized by Subdivision.   | the owner   | if the developer   | is not the owner   | of the  |
|--|---|--|--|---|
| STATE OF   | )   |  |  |   |
| COUNTY OF  | ) ss.<br>)  |  |  |   |
| [State name of present real property conveying title in the Subdivision to the   |   | -  |  |   |
|  |   |  |  | ("Owner"), of   |
| [address:], [Stamakes, constitutes and appoints [n   |   |  |  | [City:]   |
|  | ate:]   |  | [zip code:]  | , hereby  |
| makes, constitutes and appoints [n   | ame of de   | eveloper:]   |  |   |
| unto the Developer full power to do and attorney in fact, and every proper pow subdivision requirements regarding the Infrastructure Improvement Agreement and related documents required by the Cratifying and affirming what the Developherein conferred upon the Developer.  This Power of Attorney can only be | er necessary<br>real estate o<br>("Agreemen<br>City, with ful<br>per lawfully o | y to meet the C<br>wned by me and<br>t") above, inclu<br>l power of subsi<br>loes or causes to | City of Albuquered described in Security of Albuquered described in Security that the security of the security | que's ("City")<br>ection 1 of the<br>he Agreement<br>cation, hereby<br>e of the power |
| notarized by the Owner, which shall be provide notice to City of the termination Agreement by the City.  | promptly de   | livered to the C   | ity Engineer in o  | rder to   |
| NOTE: Alternate wording may be acceptor review and approval before the final City may require evidence of ownership Owner is not the Developer. If Owner is president or by someone specifically excorporate Secretary's certification and a caccompany this document.  OWNER:                                     | contract page and/or auth a corporation mpowered becopy of the I                | ckage is submitted and the content of the Power of the Board of Board's resolution             | ted to the City for<br>the Power of A<br>Attorney must be<br>f Directors, in w   | r review. The<br>ttorney, if the<br>signed by the<br>thich case the                   |
| By [Signature:]:<br>Name [Print]:<br>Title:<br>Dated:  |   |  |  |   |

| The foregoing Power of Attorney was acknown    | ;                       |
|--|-------------------------|
| , 20 by [name of person                        | n:],                    |
| [title or capacity, for instance "President":] | of [Owner:]             |
|  | on behalf of the Owner. |
| (OTALY)  |                         |
| (SEAL)   | Notary Public           |
|  | My Commission Expires:  |