

**PARTIAL ASSIGNMENT AND AMENDMENT
TO SIDEWALK DEFERRAL AGREEMENT
TO CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

NAME OF PROJECT: _____
ORIGINAL DEVELOPER/ASSIGNOR: _____
NEW OWNER/ASSIGNEE: _____
CITY PROJECT # _____

THIS PARTIAL ASSIGNMENT AND AMENDMENT is made this ____ day of _____, 20 ____, by the City of Albuquerque, New Mexico ("City") and (the original Developer) _____ ("Assignor") and (new owner) _____ ("Assignee") a, (state type of business entity, for instance "corporation," "general partnership", "joint venture", "individual," etc.): _____ whose address is _____ and whose telephone number is (____) _____, is made in Albuquerque, New Mexico and is effective as of the date of final execution on this Agreement.

WHEREAS, the parties agree that the word "Subdivider" used in any previous Agreements is replaced with the word "Developer" for this Agreement. This change has no substantive effect on any other provision of the agreement.

WHEREAS, the Assignor was the Developer of the (Name of Project:) _____, City Project No: _____; and

WHEREAS, the City and _____ entered into a **Sidewalk Deferral Agreement** ("Original Agreement") on _____ which was recorded on _____, in Book _____ Pages _____ through _____, Document No. _____ in the records of the Bernalillo County Clerk, State of New Mexico, wherein _____ agreed to construct sidewalks as shown on Plans and Specifications submitted to and approved by the City; and

WHEREAS, the Original Agreement was amended by a _____ Extension Agreement dated _____ recorded on, in Book _____, pages through _____, Document No. _____ in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to ____; and

WHEREAS, the Original Agreement was amended by a _____ Extension Agreement dated _____ recorded on, in Book _____, pages through _____, Document No. _____ in the records of Bernalillo County Clerk, State of New Mexico, extending the construction deadline to ____; and

WHEREAS, the Original Agreement provides that if the Developer's Property or any part thereof is sold, conveyed or assigned the City will not release the Assignor from its

obligations, nor will the City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into a Partial Assignment and Amendment to the Sidewalk Deferral Agreement with of the City and posted a substitute financial guaranty satisfactory to the City; and

WHEREAS, Assignee will become the new owner of _____ as specified on the Plat of _____, dated _____ having acquired its interest by a Warranty Deed, which was recorded on _____, in Book _____, Pages _____ through _____ in the records of the Bernalillo County Clerk, State of New Mexico; and

THEREFORE, the Assignor, Assignee and the City agree:

1. Assignment: Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Original Agreement as amended. Assignee hereby accepts said assignment, and assumes the Original Agreement as amended, and all of the duties and obligations of Assignor thereunder. All references in the Original Agreement as amended to the Assignor as "Developer" are deleted and the Assignee is substituted hereafter. Assignee agrees that the terms and conditions of the Original Agreement as amended which previously applied to Assignor are hereby ratified and confirmed by, and made applicable to Assignee.

2. Financial Guaranty: Section 2 of the Original Agreement, specifically the information regarding the financial guaranty, is amended to read:

Type of Financial Guaranty: _____

Amount: \$ _____

Name of Financial Institution or Surety providing Guaranty: _____

Date City first able to call Guaranty (Construction Completion Deadline): _____

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____

Additional information: _____

3. 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 Partial Assignment and Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of this Assignment to Original Agreement will control.

4. Entire Agreement: This Partial Assignment and Amendment 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.

5. Changes to Agreement: Changes to this Partial Assignment and Amendment are not binding unless made in writing, signed by all parties.

6. Form not Changed: Assignor and Assignee agree that changes to this form are not binding unless initialed by both on this form.

7. Authority to Execute: If the Assignor signing below was not the prior owner of the Developer's Property, or the Assignee is not the present owner of the Developer's Property, the true past and/or present owner(s) must execute and deliver to the City a Power of Attorney or other evidence of authority which is acceptable to the City, establishing the authority of the Assignor and/or Assignee to sign this Partial Assignment and Amendment.

Executed on the date stated in the first paragraph of this Partial Assignment and Amendment.

ASSIGNOR: _____
By (signature): _____
Name (printed): _____
Title: _____
Date: _____

ASSIGNEE: _____
By (signature): _____
Name (printed): _____
Title: _____
Date: _____

ASSIGNOR'S NOTARY

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

This instrument was acknowledged before me on this ____ day of _____, 20____,
by [name of person:] _____, [title or capacity, for
instance, "President" or "Owner":] _____ of
[Developer:] _____.

(SEAL)

Notary Public

My Commission Expires: _____

ASSIGNEE'S NOTARY

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

This instrument was acknowledged before me on this ____ day of _____, 20____,
by [name of person:] _____, [title or capacity, for
instance, "President" or "Owner":] _____ of
[Developer:] _____.

(SEAL)

Notary Public

My Commission Expires: _____

CITY OF ALBUQUERQUE:

By: _____
Shahab Biazar, P.E., City Engineer

Date: _____

CITY'S NOTARY

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

This instrument was acknowledged before me on ____ day of _____, 20____
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

(SEAL)

Notary Public

My Commission Expires: _____

