

**ASSIGNMENT AND AMENDMENT TO AGREEMENT TO
CONSTRUCT SUBDIVISION IMPROVEMENTS**

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

THIS ASSIGNMENT AND AMENDMENT is made this _____ day of _____, 20____, by the City of Albuquerque, New Mexico ("City") and (the original subdivider) _____ ("Assignor") and (the 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 Assignor was the subdivider of the (Name of Project:) _____,
City Project No: _____; and

WHEREAS, the City and the Assignor entered into an Agreement ("Original Agreement") on _____, which was recorded on _____, in Book _____, pages _____ through _____ as Document No. _____, in the records of the Bernalillo County Clerk, State of New Mexico, wherein Assignor agreed to construct certain public and/or private improvements described in Exhibit A, to the Original Agreement; and

WHEREAS, the Original Agreement was amended by a _____ Extension Agreement dated _____ recorded on _____, in Book _____, pages _____ through _____, as 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 _____, as 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 Subdivision 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 Subdivision Improvements Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and

WHEREAS, Assignee will become the new owner of _____, 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 hereunder. All references in the Original Agreement as amended to the Assignor as "Developer" or "Subdivider" 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. Amend Exhibit A, DRB # _____ Infrastructure List dated _____ of the Original Agreement to include **Exhibit A-1**, DRB # _____ Infrastructure List dated _____.

3. Financial Guarantee: With this Assignment and Amendment, Assignee has provided the City with the following Financial Guarantee:

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: _____

4. 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 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.

5. Entire Agreement: This 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.

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

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

8. Authority to Execute: If the Assignor signing below was not the prior owner of the subdivision, or the Assignee is not the present owner of the Subdivision, 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 Amendment.

Executed on the date stated in the first paragraph of this 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
[Subdivider:] _____.

(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
[Subdivider:] _____.

(SEAL)

Notary Public

My Commission Expires: _____

CITY OF ALBUQUERQUE:

By: _____
Bryan Wolfe, City Engineer

Date: _____

CITY'S NOTARY

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

This instrument was acknowledged before me on this ____ day of _____, 20 ____,
by Bryan Wolfe, City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
the municipal corporation.

(SEAL)

Notary Public

My Commission Expires: _____