ASSIGNMENT AND AMENDMENT TO SIDEWALK DEFERRAL AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

NAME OF PROJECT:				
ORIGINAL SUBDIVIDER/DEVELOPER/ASSIGNOR: NEW OWNER/ASSIGNEE:				
THE ACCIONMENT AND AMENDMENT is made this day of				
THIS ASSIGNMENT AND AMENDMENT is made this day of				
20, by the City of Albuquerque, New Mexico ("City") and (the original subdivider/developer				
("Assignor") and (the new subdivider/developer)				
("Assignee") a, (state type of business entity, for instance "corporation," "general partnership",				
"joint venture", "individual," etc.:)				
whose address is				
whose address is				
New Mexico and is effective as of the date of final execution on this Agreement				
The viral of the life and of the date of that execution on this rigidement.				
WHEREAS, the Assignor was the subdivider/developer of the (Name of Project:)				
, City Project				
No:; and				
, i i				
WHEREAS, the City and entered				
WHEREAS, the City and entered into a Sidewalk Deferral Agreement ("Original Agreement") on, which was recorded on in the records of the Bernalillo County Clerk State of New				
recorded on, in the records of the Bernalillo County Clerk, State of New				
Mexico, in Book , pages to as Document No,				
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 , as Document No. in				
, 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				
, pages through, as Document No in				
the records of Bernalillo County Clerk, State of New Mexico, extending the construction				
deadline to; and				

t e	WHEREAS, the Original Agreement provides that if the Subdivision or any part thereof s sold, conveyed or assigned the City will not release the Assignor from its obligations, nor will he City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into an Assignment and Amendment to the Sidewalk Deferral Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and		
t	WHEREAS, Assignee will become the new owner of, having acquired its interest by a Warranty Deed, which was recorded on in the records of the Bernalillo County Clerk, State of New Mexico, in Book, pages through, as Document No, and		
	THEREFORE, the Assignor, Assignee and the City agree:		
1. <u>Assignment</u> : 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 "Subdivider/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. <u>Financial Guaranty</u> : Section 2, paragraph 2 of the Original Agreement, specifically the information regarding the financial guaranty, is amended to read:		
	Type of Financial Guaranty: Amount: \$		
	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 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.			
t	4. <u>Entire Agreement</u> : This Assignment and Amendment contains the entire agreement of he parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.		

- 5. <u>Changes to Agreement</u>: Changes to this Assignment and Amendment are not binding unless made in writing, signed by all parties.
- 6. <u>Form not Changed</u>: Assignor and Assignee agree that changes to this form are not binding unless initialed by both on this form.
- 7. <u>Authority to Execute</u>: 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 Assignment and Amendment.

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

ASSIGNOR:	ASSIGNEE:
By (signature):	Name (printed):
Date:	Date:
ASS	SIGNOR'S NOTARY
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO)	S.
This instrument was acknowledged	d before me on this day of, 20
by [name of person:]	, [title or capacity, for
nstance, "President" or "Owner":]	of
Subdivider/Developer:]	
(SEAL)	Notary Public
	My Commission Expires:

ASSIGNEE'S NOTARY

STATE OF NEW MEXICO	
COUNTY OF BERNALILLO)ss.)
This instrument was acknowledg by [name of person:] instance, "President" or "Owner":] [Subdivider/Developer:]	day of, 20, [title or capacity, for of
(SEAL)	Notary Public
	My Commission Expires:
CITY OF ALBUQUERQUE:	
By: Bryan Wolfe, City Engineer Date:	
	<u>CITY'S NOTARY</u>
STATE OF NEW MEXICO COUNTY OF BERNALILLO))ss.)
This instrument was acknowle	edged before me on day of, 20,
	City of Albuquerque, a municipal corporation, on behalf of
the municipal corporation.	
(SEAL)	Notary Public
	My Commission Expires: