

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335
www.bhinc.com
voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

CLIENT/COURIER TRANSMITTAL

To: Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Requested by: Yolanda Padilla Moyer

Date: November 14, 2016

Time Due: ☒ This A.M.
☐ This P.M.
☐ Rush _____
☐ By Tomorrow

Phone: (505) 924-3880

Job No.: 20160103 CDPABQ

Job Name: Pulte @ Mirehaven Phase 2

DELIVERY VIA

☒ Courier ☐ Federal Express
☐ Mail ☐ UPS
☐ Other

PICK UP

Item: _____

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
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1

1

Final Plat package with CD of PDF copies for digital submittal

COMMENTS / INSTRUCTIONS

REC'D BY: _____ DATE: _____ TIME: _____



SUBDIVISION		Supplemental form	STORM DRAINAGE (Form D)
		S	Storm Drainage Cost Allocation Plan
		Z	
<input checked="" type="checkbox"/> Major Subdivision action <input type="checkbox"/> Minor Subdivision action <input type="checkbox"/> Vacation <input type="checkbox"/> Variance (Non-Zoning)		V	ZONING & PLANNING
			<input type="checkbox"/> Annexation
			<input type="checkbox"/> County Submittal
			<input type="checkbox"/> EPC Submittal
			<input type="checkbox"/> Zone Map Amendment (Establish or Change Zoning)
			<input type="checkbox"/> Sector Plan (Phase I, II, III)
			<input type="checkbox"/> Amendment to Sector, Area, Facility or Comprehensive Plan
			<input type="checkbox"/> Text Amendment (Zoning Code/Sub Regs)
			<input type="checkbox"/> Street Name Change (Local & Collector)
SITE DEVELOPMENT PLAN			APPEAL / PROTEST of...
P			<input type="checkbox"/> Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeal
<input type="checkbox"/> for Subdivision Purposes			
<input type="checkbox"/> for Building Permit			
<input type="checkbox"/> Administrative Amendment (AA)		D	
<input type="checkbox"/> IP Master Development Plan		L	
<input type="checkbox"/> Cert. of Appropriateness (LUCC)			
A			

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICATION INFORMATION:

Professional/Agent (if any): Bohannon Huston, Inc. PHONE: (505) 823-1000
 ADDRESS: 7500 Jefferson NE FAX: (505) 798-7988
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ypadilla@bhinc.com
 APPLICANT: Pulte Development of New Mexico PHONE: 505-341-8591
 ADDRESS: 7601 Jefferson St NE Suite 320 FAX: 505-761-9850
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: Kevin.Patton@PulteGroup.com
 Proprietary interest in site: Owner List all owners: _____

DESCRIPTION OF REQUEST: Final Plat Approval

Is the applicant seeking incentives pursuant to the Family Housing Development Program? ☐ Yes. ☒ No.

SITE INFORMATION: ACCURACY OF THE LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. Tracts N-2-D-1 Block: _____ Unit: _____
 Subdiv/Addn/TBKA: Watershed Subdivision
 Existing Zoning: SU-2 for PDA Proposed zoning: No change MRGCD Map No _____
 Zone Atlas page(s): H-8 UPC Code: 100805943305340106

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_, Z_, V_, S_, etc.): _____
10000965 06EPC-01314/01315

CASE INFORMATION:

Within city limits? ☒ Yes Within 1000FT of a landfill? ☒ no
 No. of existing lots: 1 No. of proposed lots: 84 Total area of site (acres): 24.98 ac
 LOCATION PROPERTY BY STREETS: On or Near: Tierra Pintada Blvd
 Between: Arroyo Vista and Mirehaven Parkway
 Check-off if project was previously reviewed by Sketch Plat/Plan X, or Pre-application Review Team ☐ Date of review: July 29, 2014
 SIGNATURE Yolanda Padilla Moyer DATE 10/14/14
 (Print) Yolanda Padilla Moyer, P.E. _____ Applicant ☒ Agent

FOR OFFICIAL USE ONLY

Form revised 9/01, 3/03, 7/03, 10/03, 04/04

<input type="checkbox"/> INTERNAL ROUTING	Application case numbers	Action	S.F.	Fees
<input type="checkbox"/> All checklists are complete	_____	_____	_____	\$ _____
<input type="checkbox"/> All fees have been collected	_____	_____	_____	\$ _____
<input type="checkbox"/> All case #s are assigned	_____	_____	_____	\$ _____
<input type="checkbox"/> AGIS copy has been sent	_____	_____	_____	\$ _____
<input type="checkbox"/> Case history #s are listed	_____	_____	_____	\$ _____
<input type="checkbox"/> Site is within 1000ft of a landfill	_____	_____	_____	\$ _____
<input type="checkbox"/> F.H.D.P. density bonus				Total
<input type="checkbox"/> F.H.D.P. fee rebate	Hearing date _____			\$ _____

Project # _____

Planner signature / date _____

FORM S(3): SUBDIVISION - D.R.B. MEETING (UNADVERTISED) OR INTERNAL ROUTING

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

☐ SKETCH PLAT REVIEW AND COMMENT (DRB22) Your attendance is required.

- ___ Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Zone Atlas map with the entire property(ies) clearly outlined
- ___ Letter briefly describing, explaining, and justifying the request
- ___ List any original and/or related file numbers on the cover application

☐ EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08) Your attendance is required.

- ___ Preliminary Plat reduced to 8.5" x 11"
- ___ Zone Atlas map with the entire property(ies) clearly outlined
- ___ Letter briefly describing, explaining, and justifying the request
- ___ Copy of DRB approved infrastructure list
- ___ Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
- ___ List any original and/or related file numbers on the cover application

Extension of preliminary plat approval expires after one year.

☒ MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12) Your attendance is required.

- ___ Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- ___ Design elevations & cross sections of perimeter walls 3 copies
- ___ Zone Atlas map with the entire property(ies) clearly outlined
- ___ Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- ___ Copy of recorded SIA
- ___ Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- ___ List any original and/or related file numbers on the cover application
- ___ DXF file and hard copy of final plat data for AGIS is required.

☐ MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16) Your attendance is required.

- ___ 5 Acres or more: Certificate of No Effect or Approval
- ___ Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) 6 copies for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
- ___ Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
- ___ Design elevations and cross sections of perimeter walls (11" by 17" maximum) 3 copies
- ___ Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Zone Atlas map with the entire property(ies) clearly outlined
- ___ Letter briefly describing, explaining, and justifying the request
- ___ Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- ___ Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- ___ Fee (see schedule)
- ___ List any original and/or related file numbers on the cover application
- ___ Infrastructure list if required (verify with DRB Engineer)
- ___ DXF file and hard copy of final plat data for AGIS is required.

☐ AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03) Your attendance is required.

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

- ___ Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) 6 copies
- ___ Zone Atlas map with the entire property(ies) clearly outlined
- ___ Letter briefly describing, explaining, and justifying the request
- ___ Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
- ___ List any original and/or related file numbers on the cover application

Amended preliminary plat approval expires after one year

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Yolanda Padilla Moyer
Applicant name (print)
Yolanda Padilla Moyer 11/14/16
Applicant signature / date



Form revised October 2007

- | | |
|--|--------------------------|
| <input type="checkbox"/> Checklists complete | Application case numbers |
| <input type="checkbox"/> Fees collected | _____ |
| <input type="checkbox"/> Case #s assigned | _____ |
| <input type="checkbox"/> Related #s listed | _____ |

Project # _____ Planner signature / date _____



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November 14, 2016

Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: Pulte at Mirehaven Phase 2B (Replat of Tract N-2-D-1; Pulte @ Mirehaven Phase 2A) - Final Plat
DRB 1006864

Dear Mr. Cloud:

Enclosed for Development Review Board (DRB) final plat are copies of the following information:

- Application for Development Review
- Form S(3)
- Six (6) copies of each of the Final Plat
- Three (3) Perimeter Wall Exhibits
- Zone Atlas Page
- Copy of recorded SIA
- Digital Copy

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents Phase 2B of Pulte at Mirehaven, the non-private residential development, and encompasses approximately 24.96 acres subdivided into 84 lots and 7 private HOA parcels. We request that this item be scheduled for the next appropriate DRB hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,
Bohannon Huston, Inc.

A handwritten signature in black ink that reads "Yolanda Padilla Moyer".

Yolanda Padilla Moyer, P.E.
Senior Project Manager
Community Development and Planning Group

Enclosures

Cc: Kevin Patton, Pulte Group w/ encl

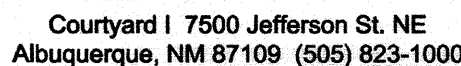
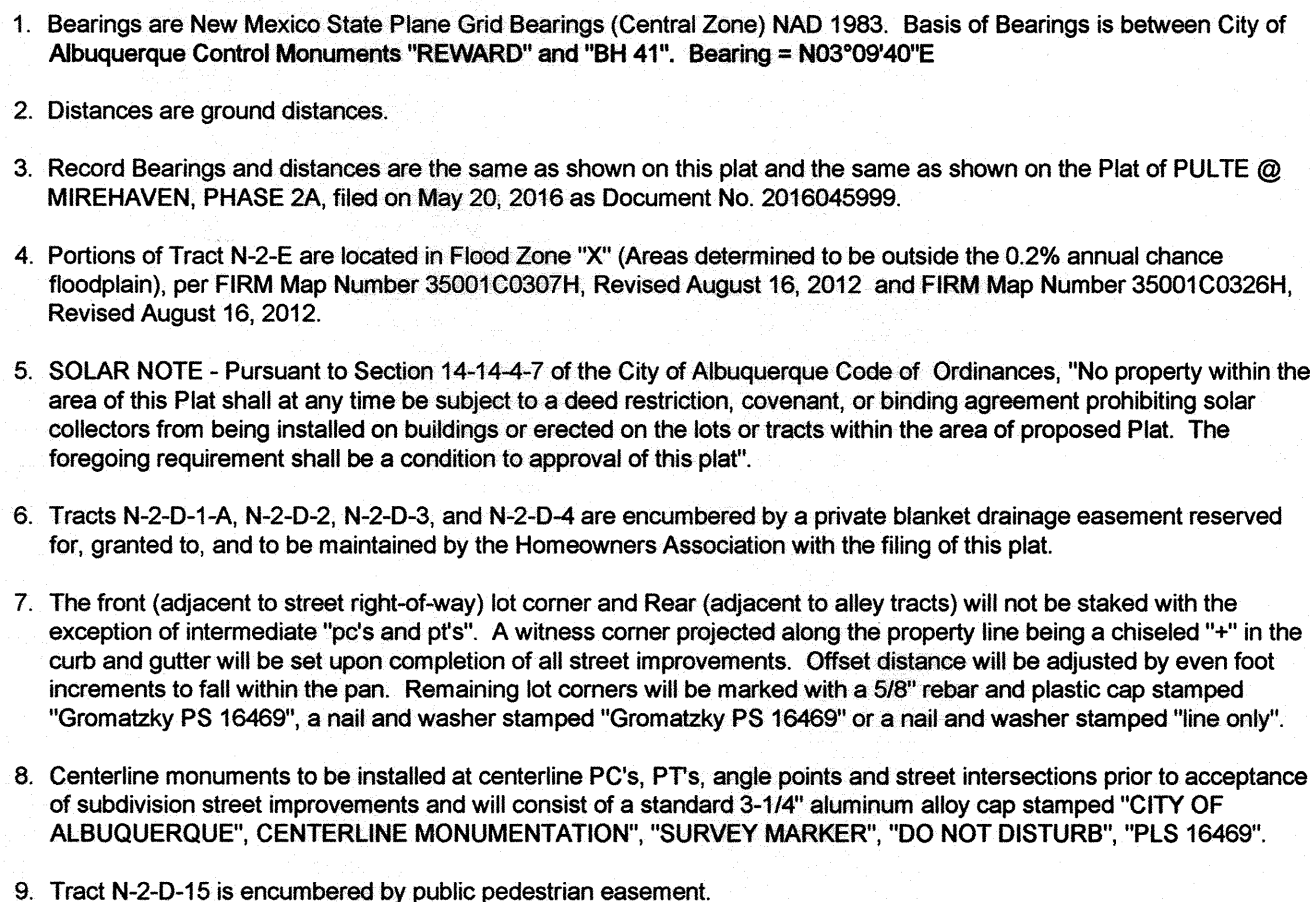
Engineering ▲

Spatial Data ▲

Advanced Technologies ▲



In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest Corporation D/B/A CenturyLink (QWEST) did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGC and QWEST do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.



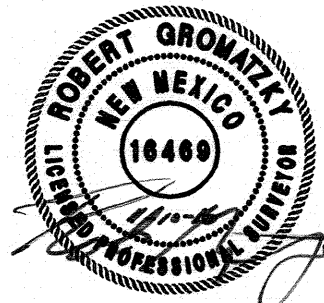
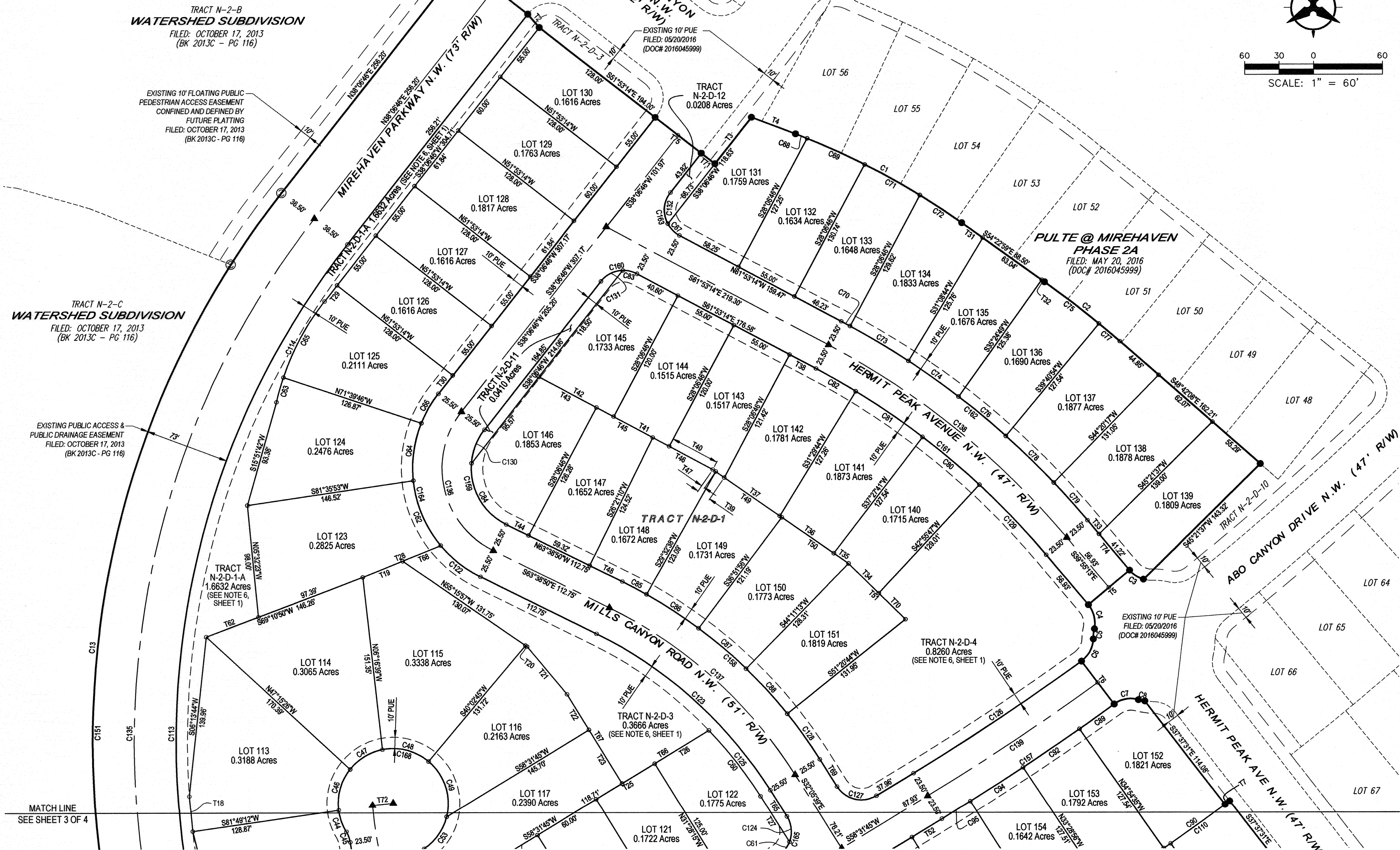
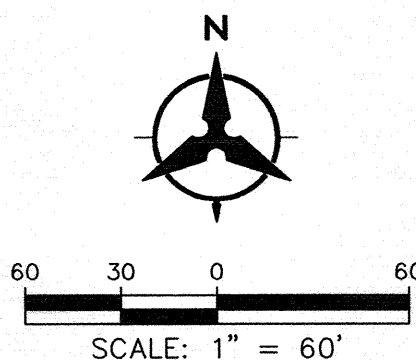
LEGEND

- ▲ SET CENTERLINE MONUMENT STAMPED "GROMATZKY PS 16469"
- SET 5/8" REBAR STAMPED "GROMATZKY PS 16469"
- ⊙ FND #5 REBAR WITH CAP STAMPED "GROMATZKY PS 16469" (UNLESS OTHERWISE NOTED)
- PUE PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT (WIDTH AS NOTED)
- BOUNDARY LINE
- TRACT / LOT LINE
- - - EXISTING EASEMENT LINE
- - - PROPOSED EASEMENT LINE
- - - ADJOINING PROPERTY LINE

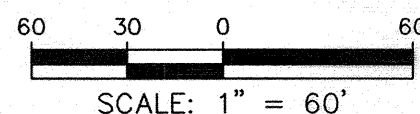
ACS BRASS TABLE "BH_41"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE COORDINATES (CENTRAL ZONE)
N = 1,496,608.828 E = 1,491,701.376
GROUND TO GRID FACTOR = 0.999670930
DELTA ALPHA = -0°17'09.70"

PLAT OF
PULTE @ MIREHAVEN
PHASE 2B
(A REPLAT OF TRACT N-2-D-1, PULTE @ MIREHAVEN, PHASE 2A)
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

NOVEMBER 2016



Bohannon & Huston
Court yard | 7500 Jefferson St. NE
Albuquerque, NM 87109 (505) 823-1000



(A REPLAT OF TRACT N-2-D-1, PULTE @ MIREHAVEN, PHASE 2A)
ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO

NOVEMBER 2016

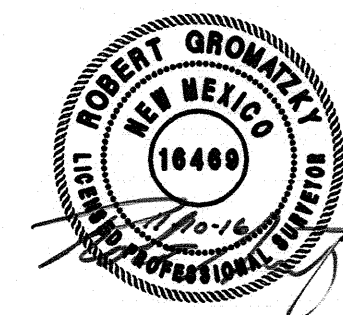
SEE SHEET 4 OF 4 FOR CURVE AND TANGENT DATA



DETAIL "A"

SCALE: 1" = 1'

ACS BRASS TABLE "REWARD 1969"
GEOGRAPHIC POSITION (NAD 1983)
NM STATE PLANE COORDINATES (CENTRAL ZONE)
N=1,487,364.063 E=1,491,190.819
GROUND TO GRID FACTOR = 0.999675005
DELTA ALPHA = -0°17'12.26"
NAVD 1988 ELEVATION = 5319.688



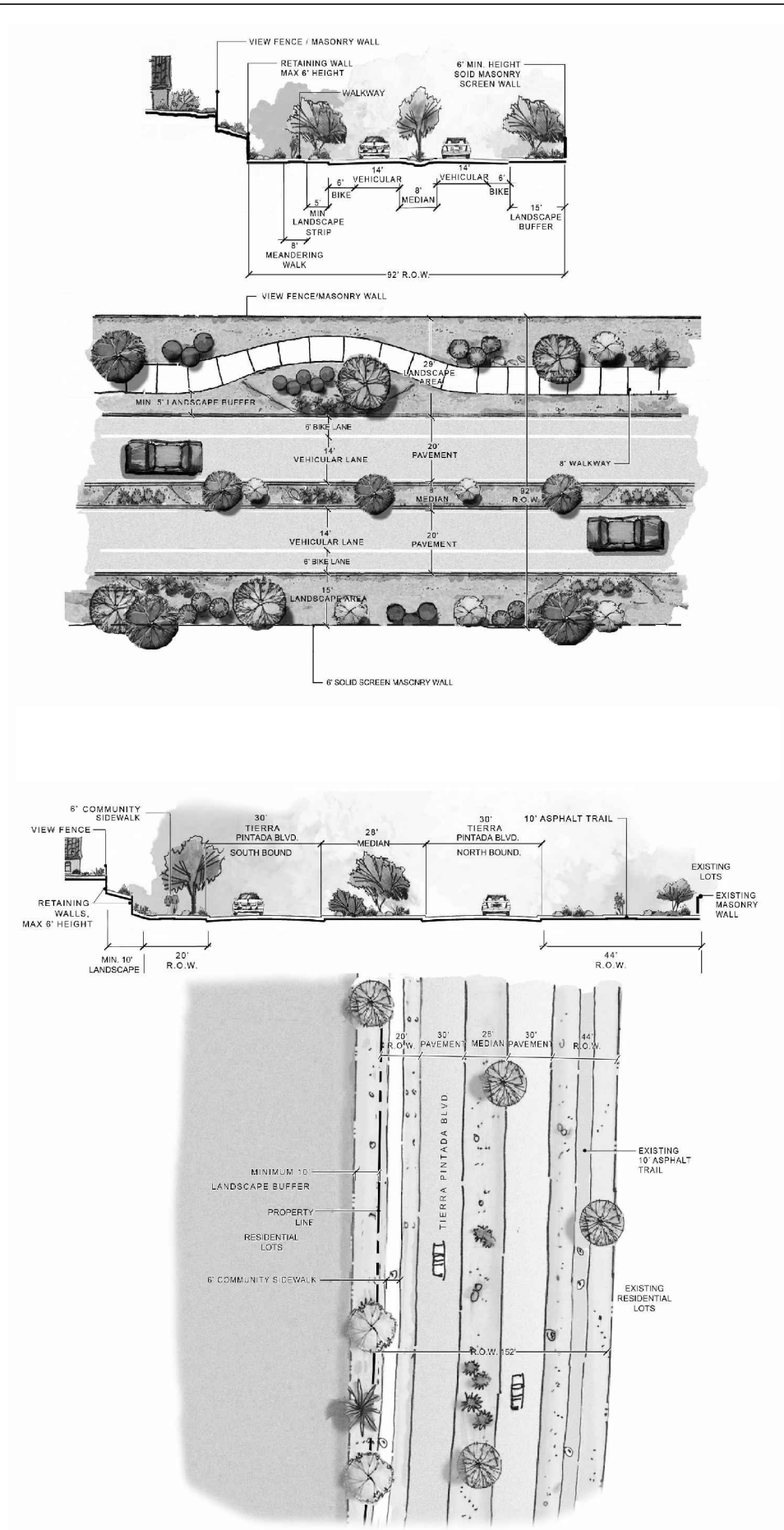
Bohannon  Huston
 Courtyard | 7500 Jefferson St. NE
 Albuquerque, NM 87109 (505) 823-1000

SHEET 3 OF 4

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	14°31'32" RT	82.77'	164.66'	649.50'	164.22'	S61°38'45"E
C2	06°40'51" RT	41.90'	83.73'	844.50'	83.70'	S61°32'34"E
C3	33°25'56" RT	7.51'	14.59'	25.00'	14.38'	N66°38'11"W
C4	51°33'10" RT	12.07'	22.49'	25.00'	21.74'	S14°08'39"E
C5	09°39'40" LT	4.48'	8.94'	53.00'	8.93'	S06°48'06"W
C6	52°15'28" RT	12.26'	22.80'	25.00'	22.02'	S28°06'01"W
C7	50°52'09" RT	11.89'	22.20'	25.00'	21.47'	N79°38'07"E
C8	06°06'31" LT	2.83'	5.65'	53.00'	5.65'	S77°59'03"E
C9	38°16'51" RT	8.68'	16.70'	25.00'	16.39'	S34°38'43"W
C10	00°56'38" LT	22.27'	44.53'	2703.50'	44.53'	N63°18'49"E
C11	06°43'02" RT	142.21'	284.19'	2848.00'	284.07'	S55°40'23"W
C12	06°41'04" LT	173.09'	345.79'	2964.00'	345.60'	S55°11'13"W
C13	63°53'55" RT	486.13'	869.33'	779.50'	824.98'	N06°09'48"E
C14	01°09'39" RT	28.55'	57.10'	2818.00'	57.10'	S53°23'41"W
C15	01°09'38" LT	27.38'	54.76'	2703.50'	54.76'	N53°25'19"E
C16	01°09'39" RT	28.55'	57.10'	2818.00'	57.10'	S54°33'21"W
C17	01°09'38" LT	27.38'	54.76'	2703.50'	54.76'	N54°34'57"E
C18	01°09'39" RT	28.55'	57.10'	2818.00'	57.10'	S55°43'00"W
C19	01°09'38" LT	27.38'	54.76'	2703.50'	54.76'	N55°44'35"E
C20	01°16'19" RT	31.28'	62.56'	2818.00'	62.56'	S56°56'58"W
C21	01°16'17" LT	30.00'	59.99'	2703.50'	59.99'	N56°57'32"E
C22	00°56'04" LT	22.04'	44.09'	2703.50'	44.09'	N58°03'43"E
C23	00°57'27" RT	23.55'	47.09'	2818.00'	47.09'	S58°02'52"W
C24	00°12'21" LT	5.37'	10.75'	2894.00'	10.75'	S58°25'34"W
C25	00°40'16" RT	18.21'	36.41'	3109.00'	36.41'	N58°11'37"E
C26	00°46'34" LT	20.28'	40.55'	2894.00'	40.55'	S57°56'07"W
C27	08°16'06" RT	13.84'	27.64'	191.50'	27.61'	S61°40'53"W
C28	18°18'58" LT	15.88'	31.49'	98.50'	31.35'	N66°37'09"E
C29	00°23'49" RT	10.77'	21.54'	3109.00'	21.54'	N57°39'34"E
C30	36°01'56" RT	60.44'	117.09'	191.50'	115.27'	S83°19'54"W
C31	24°54'14" LT	21.75'	42.81'	98.50'	42.48'	N68°13'45"E
C32	25°34'37" RT	43.47'	86.49'	191.50'	84.78'	N68°21'49"W
C33	24°57'36" LT	21.80'	42.91'	98.50'	42.57'	S66°50'19"E
C34	17°41'09" LT	15.32'	30.40'	98.50'	30.28'	S45°30'57"E
C35	00°09'48" LT	0.80'	1.60'	561.50'	1.60'	S36°35'28"W
C36	05°28'06" LT	26.82'	53.59'	561.50'	53.57'	S33°46'31"E
C37	05°31'16" LT	27.07'	54.11'	561.50'	54.09'	S25°39'12"E
C38	04°01'06" RT	24.12'	48.21'	687.50'	48.21'	N25°16'36"W
C39	05°01'16" LT	27.07'	54.11'	561.50'	54.09'	S20°07'56"E
C40	06°52'23" RT	33.26'	66.47'	687.50'	66.45'	N20°28'51"W
C41	05°35'54" LT	27.45'	54.86'	561.50'	54.84'	S14°34'21"E
C42	03°50'46" RT	23.08'	46.15'	687.50'	46.14'	N15°47'17"W
C43	02°56'44" LT	14.44'	28.87'	561.50'	28.86'	S10°18'02"E
C44	23°52'12" LT	10.15'	20.00'	48.00'	19.85'	S19°15'08"E
C45	22°12'32" RT	4.94'	9.76'	25.00'	9.69'	S20°00'26"E
C46	45°48'36" LT	20.28'	38.38'	48.00'	37.36'	S15°36'18"W
C47	40°09'28" LT	17.55'	33.64'	48.00'	32.96'	S58°34'21"W
C48	51°23'40" LT	23.10'	43.06'	48.00'	41.63'	N75°39'05"W
C49	64°18'20" LT	30.17'	53.87'	48.00'	51.09'	N17°48'05"W
C50	01°24'52" LT	44.33'	88.66'	3591.00'	88.66'	S67°49'18"W
C51	02°57'01" RT	13.25'	26.49'	514.50'	26.49'	N14°47'37"W
C52	69°22'10" RT	17.30'	30.27'	25.00'	28.45'	N21°21'59"E
C53	41°41'59" LT	18.28'	34.93'	48.00'	34.17'	N35°12'04"E
C54	00°51'42" LT	26.06'	52.12'	3466.00'	52.12'	S57°38'25"W
C55	96°25'46" RT	27.49'	41.64'	25.00'	36.99'	N75°04'33"W
C56	11°05'32" RT	49.96'	99.60'	514.50'	99.45'	N21°48'54"W
C57	00°35'13" RT	29.89'	59.77'	3591.00'	59.77'	N57°35'29"E
C58	00°27'29" LT	13.85'	27.71'	3466.00'	27.71'	S58°18'00"W
C59	00°27'39" RT	14.44'	28.88'	3591.00'	28.88'	N58°17'55"E
C60	11°30'57" RT	36.75'	73.26'	364.50'	73.14'	S37°51'08"E
C61	37°29'36" RT	8.48'	16.36'	25.00'	16.07'	S38°46'57"W
C62	33°45'45" LT	32.02'	62.17'	105.50'	61.27'	S22°38'11"E
C63	05°42'09" RT	11.21'	22.39'	225.00'	22.38'	N15°51'14"E
C64	27°42'46" LT	26.02'	51.03'	105.50'	50.53'	N08°06'04"W
C65	19°24'00" RT	38.46'	76.18'	225.00'	75.82'	N28°24'46"E
C66	16°09'19" LT	14.97'	29.75'	105.50'	29.65'	S30°02'07"W
C67	33°34'41" RT	7.54'	14.65'	25.00'	14.44'	N45°05'53"W
C68	00°57'15" RT	5.41'	10.82'	649.50'	10.82'	S68°25'54"E
C69	04°51'47" RT	27.58'	55.13'	649.50'	55.11'	S65°31'23"E
C70	00°41'41" LT	4.39'	8.77'	723.50'	8.77'	N61°32'23"W
C71	04°51'16" RT	27.53'	55.03'	649.50'	55.01'	S60°39'51"E
C72	03°51'14" RT	21.85'	43.69'	649.50'	43.68'	S56°18'36"E
C73	04°41'12" LT	29.61'	59.18'	723.50'	59.17'	N58°50'56"W
C74	04°15'08" LT	26.86'	53.70'	723.50'	53.68'	N54°22'46"W
C75	04°03'53" RT	29.97'	59.91'	844.50'	59.90'	S52°21'02"E
C76	04°14'22" LT	26.78'	53.53'	723.50'	53.52'	N60°08'01"W
C77	01°36'58" RT	11.91'	23.82'	844.50'	23.82'	S49°30'37"E
C78	04°36'37" LT	29.12'	58.22'	723.50'	58.20'	N45°42'31"W
C79	03°28'59" LT	22.00'	43.98'	723.50'	43.98'	N41°39'43"W
C80	05°28'06" RT	32.31'	64.56'	676.50'	64.54'	S49°48'16"E
C81	05°57'57" RT	35.25'	70.44'	676.50'	70.41'	S55°31'17"E
C82	03°22'58" RT	19.98'	39.94'	676.50'	39.94'	S60°11'45"E
C83	29°47'31" RT	6.65'	13.00'	25.00'	12.85'	S76°46'59"E
C84	68°21'42" RT	37.01'	65.03'	54.50'	61.24'	N29°27'59"W
C85	03°11'28" LT	11.85'	23.70'	425.50'	23.70'	N62°03'06"W
C86	07°19'17" LT	27.22'	54.37'	425.50'	54.34'	N56°47'43"W
C87	07°19'18" LT	27.22'	54.37'	425.50'	54.34'	N49°28'26"W
C88	07°09'31" LT	26.62'	53.16'	425.50'	53.13'	N42°14'02"W
C89	00°53'22" LT	18.58'	37.15'	2392.97'	37.15'	N54°38'44"E
C90	01°29'55" RT	32.98'	65.95'	2521.50'	65.95'	S54°22'09"W
C91	01°25'38" RT	31.40'	62.81'	2521.50'	62.80'	S55°49'55"W
C92	01°25'40" LT	29.82'	59.63'	2392.97'	59.63'	N55°48'15"E
C93	01°18'29" RT	28.79'	57.57'	2521.50'	57.57'	S57°11'59"W
C94	01°18'31" LT	27.33'	54.66'	2392.97'	54.66'	N57°10'20"E
C95	00°42'00" LT	14.62'	29.24'	2392.97'	29.24'	N58°10'36"E
C96	00°40'31" RT	14.86'	29.72'	2521.50'	29.72'	S58°11'29"W

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C97	00°31'40" RT	15.75'	31.50'	3419.00'	31.50'	N58°15'55"E
C98	40°45'15" RT	9.29'	17.78'	25.00'	17.41'	N36°50'04"E
C99	00°47'23" RT	23.56'	47.13'	3419.00'	47.12'	N57°36'23"E
C100	00°20'12" LT	9.27'	18.55'	3156.00'	18.55'	S57°37'46"W
C101	49°33'22" RT	23.77'	44.54'	51.50'	43.17'	S82°14'21"W
C102	00°43'52" LT	20.14'	40.28'	3156.00'	40.28'	S58°09'49"W
C103	00°59'12" LT	21.71'	43.42'	2521.50'	43.42'	N58°02'09"E
C104	00°59'12" RT	22.87'	45.74'	2656.50'	45.74'	S58°02'09"W
C105	01°21'10" RT	31.36'	62.72'	2656.50'	62.71'	S56°51'58"W
C106	01°21'10" LT	29.77'	59.53'	2521.50'	59.53'	N56°51'58"E
C107	01°14'24" RT	28.75'	57.49'	2656.50'	57.49'	S55°34'11"W
C108	01°14'24" LT	27.29'	54.57'	2521.50'	54.57'	N55°34'11"E
C109	01°09'52" RT	26.99'	53.98'	2656.50'	53.98'	S54°22'04"W
C110	01°19'48" LT	29.27'	58.53'	2521.50'	58.53'	N54°17'05"E
C111	04°28'30" LT	115.81'	231.50'	2964.00'	231.44'	S56°17'30"W
C112	89°16'23" RT	24.68'	38.95'	25.00'	35.13'	N81°18'34"W
C113	74°47'04" RT	540.01'	922.15'	706.50'	858.07'	N00°43'10"E
C114	25°06'10" LT	50.09'	98.58'	225.00'	97.79'	S25°33'41"W
C115	13°24'14" LT	80.79'	160.84'	687.50'	160.47'	S20°34'01"E
C116	02°37'39" LT	12.88'	25.75'	561.50'	25.75'	S29°43'39"E
C117	68°52'39" LT	131.31'	230.21'	191.50'	216.60'	S88°00'50"E
C118	00°58'54" RT	25.65'	51.30'	2994.00'	51.30'	N58°02'18"E
C119	05°42'43" LT	140.58'	280.94'	2818.00'	280.82'	N55°40'14"E
C120	36°18'36" RT	16.89'	32.64'	51.50'	32.09'	N54°49'40"W
C121	53°07'48" RT	12.50'	23.18'	25.00'	22.36'	N10°06'28"W
C122	24°07'46" LT	22.55'	44.43'	105.50'	44.10'	S51°34'57"E
C123	31°33'11" RT	105.81'	206.24'	374.50'	203.64'	S47°52'15"E
C124	53°07'48" RT	12.50'	23.18'	25.00'	22.36'	S05°31'45"E
C125	11°30'57" LT	36.75'	73.26'	364.50'	73.14'	N37°51'08"W
C126	04°17'52" RT	88.02'	175.97'	2345.97'	175.92'	S56°22'40"W
C127	89°22'36" RT	24.73'	39.00'	25.00'	35.16'	N76°46'57"W
C128	06°33'37" LT	24.39'	48.72'	425.50'	48.69'	N35°22'28"W
C129	07°09'00" RT	42.27'	84.42'	676.50'	84.37'	S43°29'43"E
C130	33°23'55" RT	16.35'	31.77'	54.50'	31.32'	N21°24'49"E
C131	50°12'29" RT	11.71'	21.91'	25.00'	21.21'	N63°13'01"E
C132	66°25'19" RT	16.37'	28.98'	25.00'	27.39'	N04°54'07"E
C133	01°50'45" LT	12.56'	25.11'	779.50'	25.11'	S26°42'32"E
C134	32°23'37" RT	7.26'	14.13'	25.00'	13.95'	S20°28'35"E
C135	74°47'08" RT	567.92'	969.80'	743.00'	902.41'	N00°43'12"E
C136	101°45'36" LT	98.37'	142.08'	80.00'	124.13'	S12°46'02"E
C137	31°33'11" RT	113.01'	220.28'	400.00'	217.51'	S47°52'15"E
C138	21°58'01" RT	135.86'	268.38'	700.00'	266.73'	S00°54'14"E
C139	04°18'43" RT	89.20'	178.32'	2369.47'	178.28'	S56°22'15"W
C140	02°09'48" LT	65.00'	129.98'	3442.50'	129.97'	S57°26'51"W
C141	04°44'37" RT	111.00'	221.88'	2680.00'	221.81'	S56°09'26"W
C142	01°04'05" LT	29.19'	58.39'	3132.50'	58.39'	S57°59'42"W
C143	85°51'58" RT	69.77'	112.40'	102.17'	102.17'	N79°36'21"W
C144	30°54'28" RT	148.73'	290.22'	538.00'	286.71'	N21°13'08"W
C145	03°36'37" RT	16.96'	33.90'	538.00'	33.89'	N34°52'04"W
C146	27°17'51" RT	130.64'	256.32'	538.00'	253.90'	N19°24'50"W
C147	INTENTIONALLY OMITTED					
C148	INTENTIONALLY OMITTED					
C149	02°12'34" RT	57.15'	114.29'	2964.00'	114.29'	N62°56'58"E
C150	INTENTIONALLY OMITTED					
C151	74°47'08" RT	565.82'	1017.45'	779.50'	946.74'	N00°43'12"E
C152	04°44'37" RT	110.03'	219.93'	2656.50'	219.87'	S56°09'26"E
C153	01°04'05" LT	29.41'	58.83'	3156.00'	58.82'	S57°59'42"W
C154	85°51'58" RT	47.91'	77.18'	51.50'	70.16'	N79°36'21"W
C155	93°53'04" RT	26.76'	40.96'	25.00'	36.53'	N10°16'10"E
C156	01°19'03" RT	39.31'	78.62'	3419.00'	78.62'	N57°52'13"E
C157	04°19'34" LT	90.38'	180.68'	2392.97'	180.64'	N56°21'49"E
C158	31°33'11" LT	120.22'	234.32'	425.50'	231.37'	N47°52'15"W
C159	101°45'36" RT	67.01'	96.79'	54.50'	84.57'	N12°46'02"W
C160	80°00'00" RT	20.98'	34.91'	25.00'	32.14'	N78°06'46"E
C161	21°58'01" RT	131.30'	259.37'	676.50'	257.78'	S50°54'14"E
C162	21°58'01" LT	140.42'	277.39'	723.50'	275.69'	N50°54'14"W
C163	100°00'00" RT	29.79'	43.63'	25.00'	38.30'	N11°53'14"W
C164	101°45'36" LT	129.73'	187.37'	105.50'	163.70'	S12°46'02"E
C165	90°37'24" RT	25.27'	39.54'	25.00'	35.55'	S13°13'03"W
C166	01°19'10" LT	39.91'	79.82'	3466.00'	79.82'	S57°52'09"W
C167	14°02'33" RT	63.37'	126.10'	514.50'	125.78'	N20°20'23"W
C168	26°7'14" LT	---	223.88'	48.00'	69.50'	N77°34'04"W
C169	27°50'42" LT	139.19'	272.88'	561.50'	270.20'	S22°45'01"E
C170	85°51'58" LT	91.64'	147.62'	98.50'	134.19'	S79°36'21"E
C171	01°04'05" RT	28.98'	57.95'	3109.00'	57.95'	N57°59'42"E
C172	04°44'37" LT	111.98'	223.82'	2703.50'	223.76'	N56°09'26"E
C173	09°02'26" LT	42.10'	84.02'	532.50'	83.93'	S32°08'09"E
C174	10°28'31" RT	12.79'	25.50'	139.50'	25.47'	S31°26'07"E
C175	10°28'31" LT	14.71'	29.34'	160.50'	29.30'	S31°26'07"E
C176	25°57'57" RT	15.22'	29.91'	66.00'	29.66'	N35°42'05"W
C177	32°59'46" RT	6.22'	12.09'	21.00'	11.93'	N06°13'13"W
C178	04°32'32" LT	28.02'	56.01'	706.50'	56.00'	S33°00'43"E
C179	14°50'03" RT	19.40'	38.58'	149.00'	38.47'	S36°21'48"E
C180	05°06'17" RT	11.10'	22.18'	249.00'	22.18'	S36°40'22"E
C181	03°50'00" RT	10.92'	21.83'	349.00'	21.82'	S36°40'22"E
C182	16°15'37" LT	3.57'	7.09'	25.00'	7.07'	S44°48'11"E
C183	09°51'20" RT	25.09'	50.06'	291.00'	49.99'	N31°44'42"W
C184	18°06'17" LT	57.20'	113.44'	359.00'	112.97'	N36°16'16"W
C185	18°22'10" RT	24.09'	47.77'	149.00'	47.57'	N36°08'20"W
C186	18°46'50" LT	42.83'	84.90'	259.00'	84.52'	N36°20'39"W
C187	20°34'31" RT	27.04'	53.51'	149.00'	53.22'	N35°25'18"W
C188	23°31'30" LT	33.11'	65.28'	159.00'	64.83'	N36°55'18"W

PULTE @
MIREHAVEN PHASE 2
WALL EXHIBIT
October, 2015



--- PROPOSED PERIMETER
WALL LOCATION



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

AGREEMENT TO CONSTRUCT PUBLIC AND/OR PRIVATE SUBDIVISION
IMPROVEMENTS

THIS AGREEMENT is made this 3rd day of November, 2016, 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 **Pulte Development of New Mexico, Inc.** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:], **a Michigan corp.**, whose address is **7601 Jefferson NE Ste. 320, Albuquerque, NM 87109** and whose telephone number is **505-341-8530**, 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 N-2-D-1**, recorded on **May 20, 2016** in Book **2016C**, page **59**, as Document No. **2016045999** in the records of the Bernalillo County Clerk, State of New Mexico (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:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Pulte @ Mirehaven Phase 2** describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's 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, building permit 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 in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **November 1, 2018** ("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. **650389**.

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 S.O. 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 City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. 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. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. 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 ("DPM"), 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. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. 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 thirty (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	3.6%
Street Excavation and Barricading Ordinance and 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.

5. 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 Smith Engineering and inspection of the private Improvements shall be performed by Smith Engineering, 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 Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, 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

Type of Fee	Amount
Engineering Fee	3.25%
Street Excavation and Barricading Ordinance and 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.

5. 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 **Smith Engineering** and inspection of the private Improvements shall be performed by **Smith Engineering**, 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 **Geo-Test, Inc.**, and field testing of the private Improvements shall be performed by **Geo-Test, 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 therefore.

6. 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 City's S.O. requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Surety Bond #CMS323825

Amount: \$936,904.89

Name of Financial Institution or Surety providing Guaranty:

RLI Insurance Company

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

November 1, 2018

If Guaranty other than a Bond, last day City able to call Guaranty is:

Additional information: _____

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

8. 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 S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. 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.

10. 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 DPM, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty 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 S.O.

(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.

11. 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 indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 (6) days after the notice is mailed if there is no actual evidence of receipt.

17. 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.

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

19. 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.

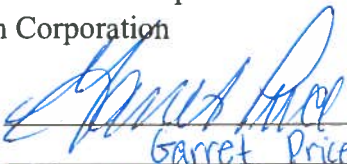
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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


22. 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: Pulte Development of New Mexico
Inc., a Michigan Corporation

By [Signature]: 
Name [Print]: Garret Price
Title: DIVISION VICE PRESIDENT
Dated: 10/13/16

CITY OF ALBUQUERQUE

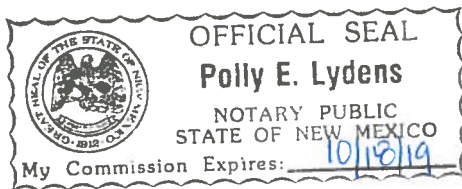
By: 
Shahab Biazar, City Engineer
Dated: 11/3/16

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 13 day of October, 2016,
by [name of person:] Garret Price, [title or capacity, for instance, "President" or "Owner":] VP
Land of [Subdivider:] Pulte Development of New Mexico, Inc. a Michigan corporation.

(SEAL)



Polly E. Lydens
Notary Public

My Commission Expires:

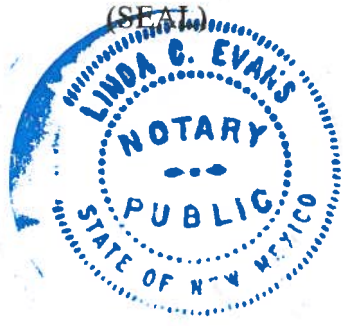
10/18/19

CITY'S NOTARY

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

This instrument was acknowledged before me on this 3RD day of November,
20 16, by Shahab Biazar, City Engineer of the City of Albuquerque, a municipal corporation,
on behalf of said corporation.

(SEAL)



Linda G. Evans
Notary Public

My Commission Expires: 10-17-20

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Subdivider is not the owner of the Subdivision.

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

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] ("Owner") **Pulte Homes of New Mexico, a Michigan Corporation**, of [address:] **7601 Jefferson NE Ste. 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, a Michigan Corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: *Garret Price*

Name [Print]: Garret Price

Title: VP Land

Dated: 1/27/16

The foregoing Power of Attorney was acknowledged before me on January 27, 2016 by [name of person:] Garret Price [title or capacity, for instance "President":] VP Land of [Owner:] Pulte Homes of New Mexico, a Michigan Corporation on behalf of the Owner.



Polly E Lyden
Notary Public

My Commission Expires: 10/18/19

INFRASTRUCTURE LIST

EXHIBIT "A"
TO SUBMISSION APPROVEMENT'S AGREEMENT
DEVELOPMENT REVIEW BOARD (D R) REQUIRED INFRASTRUCTURE US
PULTE AT MIRENAVEN PHASE 2
(TRACT N-2-0, WATERSHED)

Following is a summary of PUBLICPRIVATE partnership required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SPA process prior to the review of the construction drawings, if the DRC Chair determines that equipment items have not been included in the equipment listing, an DRC Chair may include these items in the listing and related financial requirements. Likewise, if the DRC Chair determines that equipment items may be deleted from the listing, these items may be deleted as well as the related portions of the financial guarantee. All such increases or decreases in the listing, and the related portions of the financial guarantee, will be reflected in the SPA process. In addition, any unlisted items which arise during construction which are not listed in the listing and the related portions of the financial guarantee will be reflected in the SPA process and approved by the DRC.

SAN Sequence #	CDA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Estimate
		8' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	ECHO CANYON AVENUE	NORTH OF MIRIHAVEN PARKWAY	TENT ROCKS DRIVE	/	/	/
		10' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	ECHO CANYON AVENUE	NORTH OF MIRIHAVEN PARKWAY	TENT ROCKS DRIVE	/	/	/
		6' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TENT ROCKS DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	ECHO CANYON AVENUE	/	/	/
		10' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TENT ROCKS DRIVE	ECHO CANYON AVENUE	BEAVER CREEK ROAD	/	/	/
		8' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TENT ROCKS DRIVE	BEAVER CREEK ROAD	TIMBER RIDGE ROAD	/	/	/
		10' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	ASO CANYON DRIVE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	NORTH PROPERTY BOUNDARY	/	/	/
		6' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	COCKE CANYON DRIVE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD	/	/	/
		4' DIA (CVR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	COCKE CANYON DRIVE	TIMBER RIDGE ROAD	LOT 77 STREET TERMINUS	/	/	/
		6' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	HERMIT PEAK AVENUE	ASO CANYON DRIVE	COCKE CANYON DRIVE	/	/	/
		10' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	BEAVER CREEK ROAD	TENT ROCKS DRIVE	ASO CANYON DRIVE	/	/	/
		4' DIA (CVR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TIMBER RIDGE ROAD	LOT 6 STREET TERMINUS	TENT ROCKS DRIVE	/	/	/
		6' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TIMBER RIDGE ROAD	TENT ROCKS DRIVE	COCKE CANYON DRIVE	/	/	/
		6' DIA (CWR)	WATERLINE W/ REC. VALVES P.H.S., M.J'S & R.J'S	TIMBER RIDGE ROAD	TENT ROCKS DRIVE	COCKE CANYON DRIVE	/	/	/

COA DMC Project #	SIA Sequence #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Dist. Engineer
650387		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	TENT ROCKS DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	ABO CANYON DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	COOKE CANYON DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	LOT 77	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	PUBLIC SANITARY SEWER EASEMENT IN TRACT N-2-O-10	LOT 77 COOKE CANYON DRIVE	EX SANITARY TEE/SER TRACT N-2-E-4	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	BEAVER CREEK ROAD	LOTS 37/58	ABO CANYON DRIVE	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES	TIMBER RIDGE ROAD	LOT 6 STREET TERMINUS	COOKE CANYON DRIVE	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHTS & SERVICES				/	/	/
650387		18-36" DIA	RCP W/ NEC. MHTS, LATERALS & INLETS	COOKE CANYON DRIVE	HERMIT PEAK AVENUE	LOT 77 STREET TERMINUS	/	/	/
		18-36" DIA	RCP W/ NEC. MHTS, LATERALS & INLETS	PUBLIC STORM DRAIN EASEMENT IN TRACT N-2-O-10 AND N-2-E-4	COOKE CANYON DRIVE STREET TERMINUS	EX PUBLIC ST DRAIN EASEMENT IN TRACT N-2-E-4	/	/	/
		18-36" DIA	RCP W/ NEC. MHTS, LATERALS & INLETS	TIMBER RIDGE ROAD	ABO CANYON DRIVE	COOKE CANYON DRIVE	/	/	/
		18-36" DIA	RCP W/ NEC. MHTS, LATERALS & INLETS	HERMIT PEAK AVENUE	ABO CANYON DRIVE	COOKE CANYON DRIVE	/	/	/
650387		24" F.F. (6" DEPTH)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE	WIREHAVEN PARKWAY	ECHO CANYON AVENUE	NORTH PROPERTY BOUNDARY	/	/	/
		24" F.F. (6" DEPTH)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE	TENT ROCKS DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD	/	/	/
		24" F.F. (6" DEPTH)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE	ABO CANYON DRIVE	HERMIT PEAK AVENUE	NORTH PROPERTY BOUNDARY	/	/	/
		24" F.F. (6" DEPTH)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE	COOKE CANYON DRIVE	HERMIT PEAK AVENUE	TIMBER RIDGE ROAD	/	/	/
		24" F.F. (6" DEPTH)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE	COOKE CANYON DRIVE	TIMBER RIDGE ROAD	LOT 77 STREET TERMINUS	/	/	/

SEA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cust Engineer
650387		28" F.F.	PUBLIC ROADWAY IMPROVEMENTS - ON-SITE PHASE 1 continued...	BEAVER CREEK ROAD	TENT ROCKS DRIVE	ABO CANYON DRIVE	/	/	/
		24" F.F.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	TIMBER RIDGE ROAD	LOT 1 5" DEEP "Z" RIVALS	TENT ROCKS DRIVE	/	/	/
		28" F.F.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON NORTH SIDE ONLY	TIMBER RIDGE ROAD	TENT ROCKS DRIVE	COOKE CANYON DRIVE	/	/	/
650387			NOTE				/	/	/
			STREET LIGHTS ARE REQUIRED PER THE COA DRA				/	/	/
			ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS				/	/	/
			1" SIDEWALK TO BE WAIVED ON: 1) EAST/NORTHSIDE OF MIRREHAVEN PARKWAY EXCEPT AS NOTED				/	/	/
			"PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED WITH THE DEVELOPMENT AS APPROVED BY THE CITY DRC				/	/	/
650387		8" DIA (4W)	PUBLIC WATERLINE IMPROVEMENTS PHASE 2	MIRREHAVEN PARKWAY	TERRA PRATA BLVD	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/103	/	/	/
		8" DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/103	MIRREHAVEN PARKWAY	RED BUTTE PLACE	/	/	/
		8" DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	ABO CANYON DRIVE	RED BUTTE PLACE	MILLS CANYON ROAD	/	/	/
		8" DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MILLS CANYON ROAD	ABO CANYON DRIVE	TENT ROCKS DRIVE	/	/	/
		8" DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	TENT ROCKS DRIVE	MILLS CANYON ROAD	LOT 130 PHASE 1 BOUNDARY LINE	/	/	/
		8" DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	RED BUTTE PLACE	ABO CANYON	QUIL-DE-SAC TERRAINUS	/	/	/
		10" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MIRREHAVEN PARKWAY	TERRA PRATA BLVD	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/103	/	/	/
		10" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/103	MIRREHAVEN PARKWAY	RED BUTTE PLACE	/	/	/
		8" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	COOKE CANYON DRIVE	RED BUTTE PLACE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	/	/	/
		10" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	ABO CANYON DRIVE	RED BUTTE PLACE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	/	/	/
		8" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MILLS CANYON ROAD	ABO CANYON DRIVE	TENT ROCKS DRIVE	/	/	/
		8" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	TENT ROCKS DRIVE	MILLS CANYON ROAD	LOT 130 PHASE 1 BOUNDARY LINE	/	/	/
		8" DIA (3WRI)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	TENT ROCKS DRIVE	HERMIT PEAK AVENUE	ABO CANYON DRIVE	/	/	/
650387							/	/	/

SIA Sequence #	COA ORC Project #
650389	

Separate future work order

SIA Sequences	COA ORC Project #

650389	
650389	

650389	
650389	
650389	

separate future work order

Private Inspector	City Inspector	City Cost Engineer
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Private Inspector	City Inspector	City Cost Engineer
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To	From
COOKE CANYON DRIVE	CUL-DE-SAC TERMINUS
LOT 130	RED BUTTE PLACE
PHASE 1 BOUNDARY LINE	COOKE CANYON DRIVE
LOT 130	RED BUTTE PLACE
PHASE 1 BOUNDARY LINE	RED BUTTE PLACE
AND CANYON DRIVE	LOT 123/24
LOT 130	LOT 123/24
PHASE 1 BOUNDARY LINE	LOT 123/24
AND CANYON DRIVE	LOT 145
LOT 130	HERMIT PEAK AVENUE
PHASE 1 BOUNDARY LINE	
AND CANYON DRIVE	

To	From
TERRA PINTADA PARKWAY	TRACT N-2-C

HERMIT PEAK AVENUE	25'-50" SOUTH OF HERMIT PEAK AVENUE
HERMIT PEAK AVENUE	25'-50" SOUTH OF HERMIT PEAK AVENUE

NOTE: A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEE

ECHO CANYON AVENUE	TERRA PINTADA BLVD
PEDESTRIAN EASEMENT LOT 108/109	TERRA PINTADA BLVD
RED BUTTE PLACE	WREHAVEN PARKWAY
WREHAVEN PARKWAY	150' SOUTH OF WREHAVEN PARKWAY WITH NEC. TRANSITIONS

COOKE CANYON DRIVE	CUL-DE-SAC TERMINUS
HERMIT PEAK AVENUE	RED BUTTE PLACE
PHASE 1 BOUNDARY LINE	COOKE CANYON DRIVE
HERMIT PEAK AVENUE	AND CANYON DRIVE
PHASE 1 BOUNDARY LINE	

Private Inspector	City Inspector	City Civil Engineer

To
 TENT ROCKS DRIVE
 LOT 130
 PHASE - 200' x 100' - 1/4
 ABC CHANGE DRIVE

From
 ABO CANYON DRIVE
 MILLS CANYON ROAD
 TENT ROCKS DRIVE
 - ERYIT PEAK AVENUE

Location
 MILLS CANYON ROAD
 TENT ROCKS DRIVE
 - ERYIT PEAK AVENUE

Type of Improvement
 PUBLIC ROADWAY IMPROVEMENTS - ON-SITE PHASE 2 continued...
 RESIDENTIAL PAVING W/ PCC
 CURB & GUTTER & PCC 4' WIDE
 SIDEWALK ON BOTH SIDES
 RESIDENTIAL PAVING W/ PCC
 CURB & GUTTER & PCC 4' WIDE
 SIDEWALK ON BOTH SIDES
 RESIDENTIAL PAVING W/ PCC
 CURB & GUTTER & PCC 4' WIDE
 SIDEWALK ON BOTH SIDES

Size
 28' P.E.
 28' P.E.
 28' P.E.

COA DRC Project #	Size	Type of Improvement	Location	From	To
650389	28' P.E.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	MILLS CANYON ROAD	ABO CANYON DRIVE	TENT ROCKS DRIVE
650389	28' P.E.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	TENT ROCKS DRIVE	MILLS CANYON ROAD	LOT 130 PHASE - 200' x 100' - 1/4
650389	28' P.E.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	- ERYIT PEAK AVENUE	TENT ROCKS DRIVE	ABC CHANGE DRIVE

NOTE: STREET LIGHTS ARE REQUIRED PER THE COA DPM

*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS
 *SIDEWALK TO BE WAIVED ON 1) EAST/NORTH SIDE OF MIREHAYEN PARKWAY EXCEPT AS NOTED
 *PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED WITH THE DEVELOPMENT AS APPROVED BY THE CITY ORC

AGENT/OWNER
 YOLANDA S. DUNN
 3-16-16
 DATE

PREPARED BY
 YOLANDA S. DUNN
 3-16-16
 DATE

APPROVED BY
 YOLANDA S. DUNN
 3-16-16
 DATE

APPROVED BY
 CAROL S. DUNN
 3-16-16
 DATE

APPROVED BY
 CAROL S. DUNN
 3-16-16
 DATE

APPROVED BY
 CAROL S. DUNN
 3-16-16
 DATE

REVISION	DATE	USER DEPARTMENT	ADVISOR
8' SW ON WEST SIDE TO BE BUILT WITH PUB. RD IMPRVMTS OFF SITE PH 2 (DEFERRED)	7-07-16	Transportation	Yolanda S. Dunn

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

AGREEMENT TO CONSTRUCT PUBLIC AND/OR PRIVATE SUBDIVISION
IMPROVEMENTS

THIS AGREEMENT is made this 3rd day of November, 2016, 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 **Pulte Development of New Mexico, Inc.** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:], **a Michigan corp.**, whose address is **7601 Jefferson NE Ste. 320, Albuquerque, NM 87109** and whose telephone number is **505-341-8530**, 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 N-2-D-1**, recorded on **May 20, 2016** in Book **2016C**, page **59**, as Document No. **2016045999** in the records of the Bernalillo County Clerk, State of New Mexico (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:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Pulte @ Mirehaven Phase 2** describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's 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, building permit 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 in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the November 1, 2018 ("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. **650389**.



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 S.O. 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 City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. 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. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. 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 ("DPM"), 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. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. 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 thirty (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	3.6%
Street Excavation and Barricading Ordinance and 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.

5. 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 **Smith Engineering** and inspection of the private Improvements shall be performed by **Smith Engineering**, 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 **Geo-Test, Inc.**, and field testing of the private Improvements shall be performed by **Geo-Test, 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 therefore.

6. 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 City's S.O. requirements, the Subdivider has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: **Surety Bond #CMS323826**
Amount: **\$1,402,821.10**
Name of Financial Institution or Surety providing Guaranty: **RLI Insurance Company**
Date City first able to call Guaranty (Construction Completion Deadline): **November 1, 2018**
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

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

8. 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 S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. 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.

10. 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 DPM, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty 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 S.O.

(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.

11. 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 indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 (6) days after the notice is mailed if there is no actual evidence of receipt.

17. 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.

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

19. 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.

20. 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.

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

22. 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: Pulte Development of New Mexico,
Inc., a Michigan Corporation

CITY OF ALBUQUERQUE

By [Signature]:

Name [Print]:

Title:

Dated:

By:

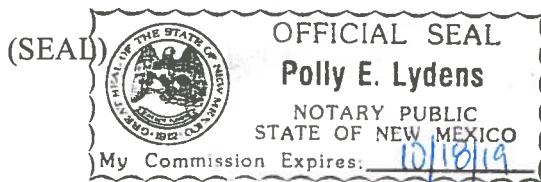
Shahab Biazar, City Engineer

Dated:

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 14 day of October, 2016,
by [name of person:] Garret Price, [title or capacity, for instance, "President" or "Owner":] VP
Land of [Subdivider:] Pulte Development of New Mexico, Inc. a Michigan corporation.



Polly E. Lydens
Notary Public

My Commission Expires:

10/18/19

CITY'S NOTARY

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

This instrument was acknowledged before me on this 3RD day of November,
20 16, by Shahab Biazar, City Engineer of the City of Albuquerque, a municipal corporation,
on behalf of said corporation.

Linda Evans
Notary Public

My Commission Expires: 10-17-20



[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER
IS NOT THE OWNER OF THE SUBDIVISION]

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Subdivider is not the owner of the Subdivision.

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

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] ("Owner") **Pulte Homes of New Mexico, a Michigan Corporation**, of [address:] **7601 Jefferson NE Ste. 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, a Michigan Corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: *Garret Price*

Name [Print]: Garret Price

Title: VP Land

Dated: 1/27/16

The foregoing Power of Attorney was acknowledged before me on January 27, 2016 by [name of person:] Garret Price [title or capacity, for instance "President":] VP Land of [Owner:] Pulte Homes of New Mexico, a Michigan Corporation on behalf of the Owner.



Polly E. Lydens
Notary Public

My Commission Expires: 10/18/19

Current DRC
Project No.

Date Submitted: 3/17/2018
Date Site Plan Approved:
Date Preliminary Plan Approved:
Date Preliminary Plan Expired:
DRB Project No: 1008464

Figure 12

INFRASTRUCTURE LIST
EXHIBIT 12
TO SUBCOMMITTEE APPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (DRB) REQUIRED INFRASTRUCTURE LIST
PULTE AT MIREHAVEN PHASE 2
(TRACT N-4-5, WATERGARDEN)

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 SIA, the DRC Chair may determine that additional infrastructure is required. The DRC Chair may include these items in the listing and include financial guarantees. If the DRC Chair determines that additional infrastructure is required, the DRC Chair may include these items in the listing and include financial guarantees. If the DRC Chair determines that additional infrastructure is required, the DRC Chair may include these items in the listing and include financial guarantees. If the DRC Chair determines that additional infrastructure is required, the DRC Chair may include these items in the listing and include financial guarantees.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Civil Engineer
65038		8" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	ECHO CANYON AVENUE	NORTH OF MIREHAVEN PARKWAY	TENT ROCKS DRIVE	/	/	/
		10" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	ECHO CANYON AVENUE	NORTH OF MIREHAVEN PARKWAY	TENT ROCKS DRIVE	/	/	/
		6" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	TENT ROCKS DRIVE	LOT 130 PHASE 1 BOUNDARY LINE	ECHO CANYON AVENUE	/	/	/
		10" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	TENT ROCKS DRIVE	ECHO CANYON AVENUE	BEAVER CREEK ROAD	/	/	/
		8" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	TENT ROCKS DRIVE	BEAVER CREEK ROAD	TIMBER RIDGE ROAD	/	/	/
		10" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	ABO CANYON DRIVE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	NORTH PROPERTY BOUNDARY	/	/	/
		8" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	COOKE CANYON DRIVE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD	/	/	/
		4" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	COOKE CANYON DRIVE	TIMBER RIDGE ROAD	LOT 77 STREET TERMINUS	/	/	/
		6" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	HERMIT PEAK AVENUE	ABO CANYON DRIVE	COOKE CANYON DRIVE	/	/	/
		10" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	BEAVER CREEK ROAD	TENT ROCKS DRIVE	ABO CANYON DRIVE	/	/	/
		4" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	TIMBER RIDGE ROAD	LOT 6 STREET TERMINUS	TENT ROCKS DRIVE	/	/	/
		6" DIA (CVR)	WATERLINE W/ NEC. VALVES PHS, MJ'S & RJ'S	TIMBER RIDGE ROAD	TENT ROCKS DRIVE	COOKE CANYON DRIVE	/	/	/

Private Inspector	City Inspector	City Civil Engineer
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From	To
LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD
LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD
LOT 133 PHASE 1 BOUNDARY LINE	LOT 77 STREET TERMINUS
LOT 77 COOKE CANYON DRIVE	EX. PUBLIC SD EASEMENT IN TRACT N-2-O-10
LOT 77 COOKE CANYON DRIVE	COOKE CANYON DRIVE
LOT 77 COOKE CANYON DRIVE	COOKE CANYON DRIVE
LOT 77 COOKE CANYON DRIVE	COOKE CANYON DRIVE
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HERMIT PEAK AVENUE	LOT 77 STREET TERMINUS
COOKE CANYON DRIVE	EX. PUBLIC SD EASEMENT IN TRACT N-2-O-10
COOKE CANYON DRIVE	COOKE CANYON DRIVE
COOKE CANYON DRIVE	COOKE CANYON DRIVE
COOKE CANYON DRIVE	COOKE CANYON DRIVE
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ECHO CANYON AVENUE	NORTH PROPERTY BOUNDARY
WIREHAVEN PARKWAY	TENT ROCKS DRIVE
LOT 130 PHASE 1 BOUNDARY LINE	TIMBER RIDGE ROAD
HERMIT PEAK AVENUE	NORTH PROPERTY BOUNDARY
HERMIT PEAK AVENUE	TIMBER RIDGE ROAD
TIMBER RIDGE ROAD	LOT 77 STREET TERMINUS

Size	Type of Improvement	Location
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TENT ROCKS DRIVE
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ABO CANYON DRIVE
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	COOKE CANYON DRIVE
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	PUBLIC SANITARY SEWER EASEMENT IN TRACT N-2-O-10
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	BEAVER CREEK ROAD
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TIMBER RIDGE ROAD
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TIMBER RIDGE ROAD
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TIMBER RIDGE ROAD
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TIMBER RIDGE ROAD
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TIMBER RIDGE ROAD

18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	COOKE CANYON DRIVE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	PUBLIC STORM DRAIN EASEMENT IN TRACT N-2-O-10 AND N-3-E-4
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	TIMBER RIDGE ROAD
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE
18-36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	HERMIT PEAK AVENUE

22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY

22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
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22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY
22" F.F. (MEDIAN)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4" WIDE 8" MEDIAN	WIREHAVEN PARKWAY

COA DRC Project #	SUA Sequence #	Size	Type of Improvement	Location	From	To	Private Inspector	CIV Inspector	CIV/Cust Engineer
650387		28' F.F.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	BEAVER CREEK ROAD	TENT ROCKS DRIVE	ABO CANYON DRIVE	/	/	/
		24' F.F.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON NORTH SIDE ONLY	TIMBER RIDGE ROAD	LOT 8 STREET - TERRAVALLS	"EAT" ROCKS DRIVE	/	/	/
		28' F.F.	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	TIMBER RIDGE ROAD	"EAT" ROCKS DRIVE	COCKE CANYON DRIVE	/	/	/
650387		NOTE	STREET LIGHTS ARE REQUIRED PER THE COA DPA				/	/	/
			*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS				/	/	/
			*SIDEWALK TO BE WAIVED ON: 1) EAST/NORTH SIDE OF MIRSHAVEN PARKWAY EXCEPT AS NOTED				/	/	/
			*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC				/	/	/
650387		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MIRSHAVEN PARKWAY	TERRA PRITADA BLVD	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/103	/	/	/
		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	PEDESTRIAN ACCESS ESMT BTWN LOTS 108/109	MIRSHAVEN PARKWAY	RED BUTTE PLACE	/	/	/
		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	ABO CANYON DRIVE	RED BUTTE PLACE	MILLS CANYON ROAD	/	/	/
		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MILLS CANYON ROAD	ABO CANYON DRIVE	TENT ROCKS DRIVE	/	/	/
		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	TENT ROCKS DRIVE	MILLS CANYON ROAD	LOT 130 PHASE 1 BOUNDARY LINE	/	/	/
		8' DIA (4W)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	RED BUTTE PLACE	ABO CANYON	CUL-DE-SAC TERMINUS	/	/	/
		10' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MIRSHAVEN PARKWAY	TERRA PRITADA BLVD	PEDESTRIAN ACCESS ESMT BTWN LOTS 109/109	/	/	/
		10' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	PEDESTRIAN ACCESS ESMT BTWN LOTS 102/109	MIRSHAVEN PARKWAY	RED BUTTE PLACE	/	/	/
		8' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	COCKE CANYON DRIVE	RED BUTTE PLACE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	/	/	/
		10' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	ABO CANYON DRIVE	RED BUTTE PLACE	HERMIT PEAK AVENUE PHASE 1 BOUNDARY LINE	/	/	/
		8' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	MILLS CANYON ROAD	ABO CANYON DRIVE	TENT ROCKS DRIVE	/	/	/
		8' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	TENT ROCKS DRIVE	MILLS CANYON ROAD	LOT 130 PHASE 1 BOUNDARY LINE	/	/	/
		8' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS	HERMIT PEAK AVENUE	TENT ROCKS DRIVE	ABO CANYON DRIVE	/	/	/
650387		8' DIA (3WR)	WATERLINE W/ NEC. VALVES PHS, MJS & RJS				/	/	/

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To	From	Location
COOKE CANYON DRIVE	CUL-DE-SAC TERRINUS	RED BUTTE PLACE
LOT 120 PHASE 1 BOUNDARY LINE	RED BUTTE PLACE	COOKE CANYON DRIVE
LOT 130 PHASE 1 BOUNDARY LINE	RED BUTTE PLACE	ABO CANYON DRIVE
ABO CANYON DRIVE	LOT 120/24	MILLS CANYON ROAD
LOT 130 PHASE 1 BOUNDARY LINE	LOT 120/24	TENT ROCKS DRIVE
ABO CANYON DRIVE	LOT 145	HERMIT PEAK AVENUE

To	From	Location
TERRA PINTADA PARKWAY	TRACT N-2-C	ABO CANYON DRIVE
HERMIT PEAK AVENUE	35'-50" SOUTH OF HERMIT PEAK AVENUE	COOKE CANYON DRIVE
HERMIT PEAK AVENUE	25'-50" SOUTH OF HERMIT PEAK AVENUE	COOKE CANYON DRIVE

NOTE: A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLANS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEE

Size	Type of Improvement	Location
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	RED BUTTE PLACE
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	COOKE CANYON DRIVE
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	ABO CANYON DRIVE
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	MILLS CANYON ROAD
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	TENT ROCKS DRIVE
8" DIA	SANITARY SEWER W/ PCC CURB & GUTTER	HERMIT PEAK AVENUE

Size	Type of Improvement	Location
18" JIP DIA	RCP W/ PCC CURB & GUTTER	TRACT N-2-C
18" JIP DIA	RCP W/ PCC CURB & GUTTER	COOKE CANYON DRIVE
18" JIP DIA	RCP W/ PCC CURB & GUTTER	COOKE CANYON DRIVE

Size	Type of Improvement	Location
18" JIP DIA	RCP W/ PCC CURB & GUTTER	COOKE CANYON DRIVE
18" JIP DIA	RCP W/ PCC CURB & GUTTER	COOKE CANYON DRIVE
18" JIP DIA	RCP W/ PCC CURB & GUTTER	COOKE CANYON DRIVE

NOTE:

PUBLIC ROADWAY IMPROVEMENTS - OFF-SITE PHASE 2 (DEFERRED)

Size	Type of Improvement	Location
22" F.F (W/ B&B)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 8" WIDE	TERRA PINTADA BLVD
8" MEDIAN	PCC SIDEWALK ON WEST/SOUTH SIDE 6" B&B LANE ON BOTH SIDES	TO NORTH PROPERTY BOUNDARY
8"	ASPHALT TRAIL	WIREHAVEN PARKWAY
8"	ASPHALT TRAIL	WIREHAVEN PARKWAY
12" LEFT TURN LANE	ARTERIAL PAVING W/ PCC CURB & GUTTER	WIREHAVEN PARKWAY

PUBLIC ROADWAY IMPROVEMENTS - ON-SITE PHASE 2

Size	Type of Improvement	Location
28" F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 8" WIDE SIDEWALK ON BOTH SIDES	RED BUTTE PLACE
28" F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 8" WIDE SIDEWALK ON BOTH SIDES	COOKE CANYON DRIVE
28" F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 8" WIDE SIDEWALK ON BOTH SIDES	ABO CANYON DRIVE

Separate future work order

Separate future work order

