

Engineering Spatial Data Advanced Technologies

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 Date: Time Due:	V: Yolanda Padilla Moyer November 14, 2016 This A.M. This P.M. Rush By Tomorrow
Phone: Job No.:	(505) 924-3880 20160103 CDPABQ	Job Name:	Pulte @ Mirehaven Phase 2
⊠ Co	DELIVERY VIA Durier	ltem:	ICK UP
<u>ITEM NO</u> 1	<u> </u>	e with CD of PDF	copies for digital submittal

COMMENTS / INSTRUCTIONS

REC'D BY:	DATE:	TIME:

Acity of Albuquerque



DEVELOPMENT/ PLAN REVIEW APPLICATION

S	upplemental form	STORM DRAINAG	
SUBDIVISION	S Z	Storm Drain	age Cost Allocation Plan
x Major Subdivision a	ction	ZONING & PLANNING	
Minor Subdivision a	ction	Annexation	0.1
Vacation Variance (Non-Zoni	V na)	EPC St	Submittal Jbmittal
	9)	Zone Map Ame	ndment (Establish or Change
SITE DEVELOPMENT PLAN P		Zoning) Sector Plan (Ph	ase I, II, III)
for Subdivision Purp	ooses	Amendment to	Sector, Area, Facility or
for Building Permit Administrative Ame	ndment (AA)	Comprehensive Text Amendme	e Plan nt (Zoning Code/Sub Regs)
IP Master Developn	nent Plan D	Street Name Ch	nange (Local & Collector)
Cert. of Appropriate A	ness (LUCC) L	APPEAL / PROTEST of	 RB, EPC, LUCC,
^			or or Staff, ZHE,
		Zoning Board o	• •
PRINT OR TYPE IN BLACK INK ONI Planning Department Development State time of application. Refer to supple	ervices Center, 600 2 nd Stre	eet NW, Albuquerque, NM 8	d application in person to the 37102. Fees must be paid at
APPLICATION INFORMATION:			
Professional/Agent (if any): Bohannar	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 I	New Mexico	The state of the s	PHONE: 505-341-8591
ADDRESS: 7601 Jefferson St NE Sui			
CITY: Albuquerque		•	*
Proprietary interest in site: Owner		List all owners:	
DESCRIPTION OF REQUEST:Final Plat A			
Is the applicant seeking incentives pursua	ant to the Family Housing Develor	oment Program? Yes. x N	No.
SITE INFORMATION: ACCURACY OF THE	*		
Lot or Tract NoTracts N-2-D-1			Unit:
Subdiv/Addn/TBKA: Watershed Subdiv/Addn/TBKA:			
Existing Zoning: SU-2 for PDA			GCD Man No
Zone Atlas page(s): H-8			OOD Map No
CASE HISTORY:	01 0 00dc10000c	07000070100	<u>· </u>
List any current or prior case number that	may be relevant to your applicati	on (Proj., App., DRB-, AX_,Z_, V_	, S_, etc.):
10000965 06EPC-01314/01315			
CASE INFORMATION:	WELL: 4000FT - 5 - 1-1-15110		
Within city limits?Yes			\ 04.00
No. of existing lots:1			
LOCATION PROPERTY BY STREETS:			
Between: Arroyo Vista			
Check-off if project was previously review	ed by Sketch Plat/Plan X, or Pre-	application Review Team \square . Dat	e of review: <u>July 29, 2014</u> .
SIGNATURE Yulundu a	dell-1/11/1	D/	ATE 10 14/16
ĺ	•		Applicant_ X_ Agent
FOR OFFICIAL USE ONLY			ised 9/01, 3/03, 7/03, 10/03, 04/04
☐ INTERNAL ROUTING ☐ All checklists are complete		s Action	
☐ All fees have been collected			
☐ All case #s are assigned		_ -	▲
AGIS copy has been sent		-	\$
☐ Case history #s are listed☐ Site is within 1000ft of a landfill☐			
☐ F.H.D.P. density bonus			Total
F.H.D.P. fee rebate	Hearing date	Administration of the control of the	\$
1challe ask		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.

	Site sketch with measure improvements, if the Zone Atlas map with the Letter briefly describing,	posed subdivision plat (folde	d to fit into an 8.5" by arking, Bldg. setbacks olded to fit into an 8.5' utlined request	s, adjacent rights-of-way and street
	Letter briefly describing, Copy of DRB approved i Copy of the LATEST Off	to 8.5" x 11" entire property(ies) clearly o explaining, and justifying the	request for Preliminary Plat Ex	Your attendance is
	Extension of preliminary p	lat approval expires after o	ne year.	
X	Signed & recorded Final Design elevations & cros Zone Atlas map with the Bring original Mylar of pl Copy of recorded SIA	led to fit into an 8.5" by 14" p Pre-Development Facilities I ss sections of perimeter walls entire property(ies) clearly o	ocket) 6 copies Fee Agreement for <u>Re</u> 5 3 copies utlined y owner's and City Su	rveyor's signatures are on the plat
	List any original and/or re	elated file numbers on the co of final plat data for AGIS is re	ver application	a landilli bullei
	 5 Acres or more: Certific Proposed Preliminary / Fensure property own Signed & recorded Final Design elevations and created simprovements, if the Zone Atlas map with the Letter briefly describing, Bring original Mylar of plandfill disclosure and Eree (see schedule) List any original and/or red Infrastructure list if required 	ate of No Effect or Approval Final Plat (folded to fit into an ier's and City Surveyor's sign Pre-Development Facilities Fross sections of perimeter was ements showing structures, pre is any existing land use (frontire property(ies) clearly or explaining, and justifying the	8.5" by 14" pocket) 6 atures are on the plat fee Agreement for Re lls (11" by 17" maximu arking, Bldg. setbacks olded to fit into an 8.5" atlined request y owner's and City Suar if property is within eer)	sidential development only um) 3 copies s, adjacent rights-of-way and street " by 14" pocket) 6 copies urveyor's signatures are on the plat
	amendments. Significant ch. Proposed Amended Prel pocket) 6 copies Original Preliminary Plat Zone Atlas map with the Letter briefly describing, Bring original Mylar of plat	no clear distinctions between anges are those deemed by liminary Plat, Infrastructure List, and/or G entire property(ies) clearly o explaining, and justifying the at to meeting, ensure propertelated file numbers on the co	significant and minor the DRB to require pul st, and/or Grading Pla rading Plan (folded to utlined request y owner's and City Su ver application	changes with regard to subdivision blic notice and public hearing. an (folded to fit into an 8.5" by 14" fit into an 8.5" by 14" pocket) 6 copies arveyor's signatures are on the plat
info with	he applicant, acknowledge to prmation required but not so n this application will likely erral of actions.	ubmitted		Applicant name (print) Applicant signature / date Applicant signature / date
	Checklists complete Fees collected	Application case numbers	- Form r	evised October 2007
	Case #s assigned Related #s listed		Project #	Planner signature / date

Bohannan A Huston

November 14, 2016

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

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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,

Bohannan Huston, Inc.

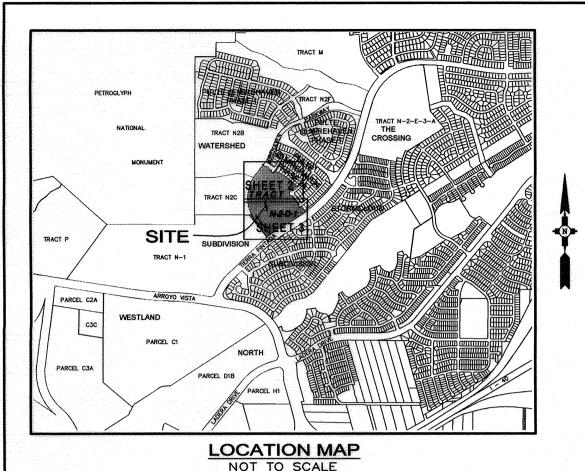
Yolanda Padilla Moyer, P.E.

Senior Project Manager

Community Development and Planning Group

Enclosures

Cc: Kevin Patton, Pulte Group w/ encl



SUBDIVISION DATA

- DRB No. 1006864
- 2. Zone Atlas Index Number: H-8 & H-9.
- Zoning: SU-2 FOR PDA
- Gross Subdivision Acreage: 24.9803 acres
- Total number of Lots/Tracts Created: Eight-four (84) Lots and seven (7) Tracts
- 0.94 mile of full-width public street right-of-way created (6.5313 acres)
- Date of Survey: March, 2014.
- Plat is located within Town of Atrisco Grant, projected Sections 8 & 17, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico.

PURPOSE OF PLAT

The purpose of this plat is to replat TRACT N-2-D-1, PULTE @ MIREHAVEN, PHASE 2A, as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico on May 20, 2016 as Document No. 2016045999 into eighty-four (84) Lots and seven (7) Tracts, to grant new easements and to dedicate public street right-of-way to the City of Albuquerque.

DESCRIPTION

A certain tract of land situated within the Town of Atrisco Grant, projected Sections 8 & 17, Township 10 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being and comprising all of TRACT N-2-D-1, PULTE @ MIREHAVEN, PHASE 2A as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico on May 20, 2016 as Document No. 2016045999.

Tract contains 24.9803 acres, more or less.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other
- B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.
- C. Qwest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (above ground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat.

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

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.

FREE CONSENT AND DEDICATION

The plat shown hereon is made with free consent and in accordance of the desires of the undersigned owner(s), the execution of this plat is their free act and deed. Those signing as owner(s) warrant that they hold among them, complete indefeasible title in fee simple to the land shown on this plat. Owner(s) hereby affirm that the described property shown on this plat lies within the platting and subdivision jurisdiction of Albuquerque, New Mexico.

Said owner(s) hereby grant all easements as shown on the plat.

Said owner(s) hereby dedicate all public right-of-way as shown on this plat to the City of Albuquerque in Fee Simple with Warranty Covenants.

Garret Price Vice President of Land Pulte Homes of New Mexico, Inc.

PULTE HOMES OF NEW MEXICO, INC.

State of New Mexico)

County of Bernalillo)

This instrument was acknowledged before me on 4 day of November 2016, by Garret Price, Vice President of Land, Pulte Homes of New Mexico, Inc.

My Commission Expires:

TVLY 18, 2019

Notary Public



NOTES

- 1. Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1983. Basis of Bearings is between City of Albuquerque Control Monuments "REWARD" and "BH 41". Bearing = N03°09'40"E
- 2. Distances are ground distances.
- 3. Record Bearings and distances are the same as shown on this plat and the same as shown on the Plat of PULTE @ MIREHAVEN, PHASE 2A, filed on May 20, 2016 as Document No. 2016045999.
- 4. Portions of Tract N-2-E are located in Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain), per FIRM Map Number 35001C0307H, Revised August 16, 2012 and FIRM Map Number 35001C0326H, Revised August 16, 2012.
- 5. SOLAR NOTE Pursuant to Section 14-14-4-7 of the City of Albuquerque Code of Ordinances, "No property within the area of this Plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or tracts within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
- 6. Tracts N-2-D-1-A, N-2-D-2, N-2-D-3, and N-2-D-4 are encumbered by a private blanket drainage easement reserved for, granted to, and to be maintained by the Homeowners Association with the filing of this plat.
- 7. The front (adjacent to street right-of-way) lot corner and Rear (adjacent to alley tracts) will not be staked with the exception of intermediate "pc's and pt's". A witness corner projected along the property line being a chiseled "+" in the curb and gutter will be set upon completion of all street improvements. Offset distance will be adjusted by even foot increments to fall within the pan. Remaining lot corners will be marked with a 5/8" rebar and plastic cap stamped "Gromatzky PS 16469", a nail and washer stamped "Gromatzky PS 16469" or a nail and washer stamped "line only".
- 8. Centerline monuments to be installed at centerline PC's, PT's, angle points and street intersections prior to acceptance of subdivision street improvements and will consist of a standard 3-1/4" aluminum alloy cap stamped "CITY OF ALBUQUERQUE", CENTERLINE MONUMENTATION", "SURVEY MARKER", "DO NOT DISTURB", "PLS 16469".
- 9. Tract N-2-D-15 is encumbered by public pedestrian easement.

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

PROJECT NUMBER 1006864	
APPLICATION NUMBER	
UTILITY APPROVALS:	
	1.12
QWEST CORPORATION dista CENTURYLINK QC	DATE 11 4 20
	11/8/16
COMCAST CABLE	DATE
Prince Comment of Comments of	- 11-4-16 DATE
histor Hallen	11.8.16
NEW MEXICO GAS COMPANY	DATE
CITY APPROVALS:	
Foren M. Risenhoover P.S.	11/14/16
CITY SURVEYOR	DATE '
TRAFFIC ENGINEERING, TRANSPORTATION DIVISION	DATE
ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY	DATE
PARKS & RECREATION DEPARTMENT	DATE
A.M.A.F.C.A.	DATE
CITY ENGINEER	DATE
DRB CHAIRPERSON, PLANNING DEPARTMENT	DATE
REAL PROPERTY DIVISION	DATE
TAX CERTIFICATION	
THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PA	AID ON UPC#
PROPERTY OWNER OF RECORD:	

SURVEYOR'S CERTIFICATION

I, Robert Gromatzky, a registered Professional New Mexico Surveyor, certify that I am responsible for this survey and that this plat was prepared by me or under my supervision, shows all existing easements as shown on the plats of record, or made known to me by the owner, utility companies, or other interested parties and conforms to the Minimum Requirements of the Board of Registration for Professional Engineers and Professional Surveyors and meets the minimum requirements for monumentation and surveys contained in the Albuquerque Subdivision Ordinance, and is true and accurate to the best of my knowledge and belief.

Robert Gromatzky New Mexico Professional Surveyor 16469

Date: NOVEMBER 10, 2016

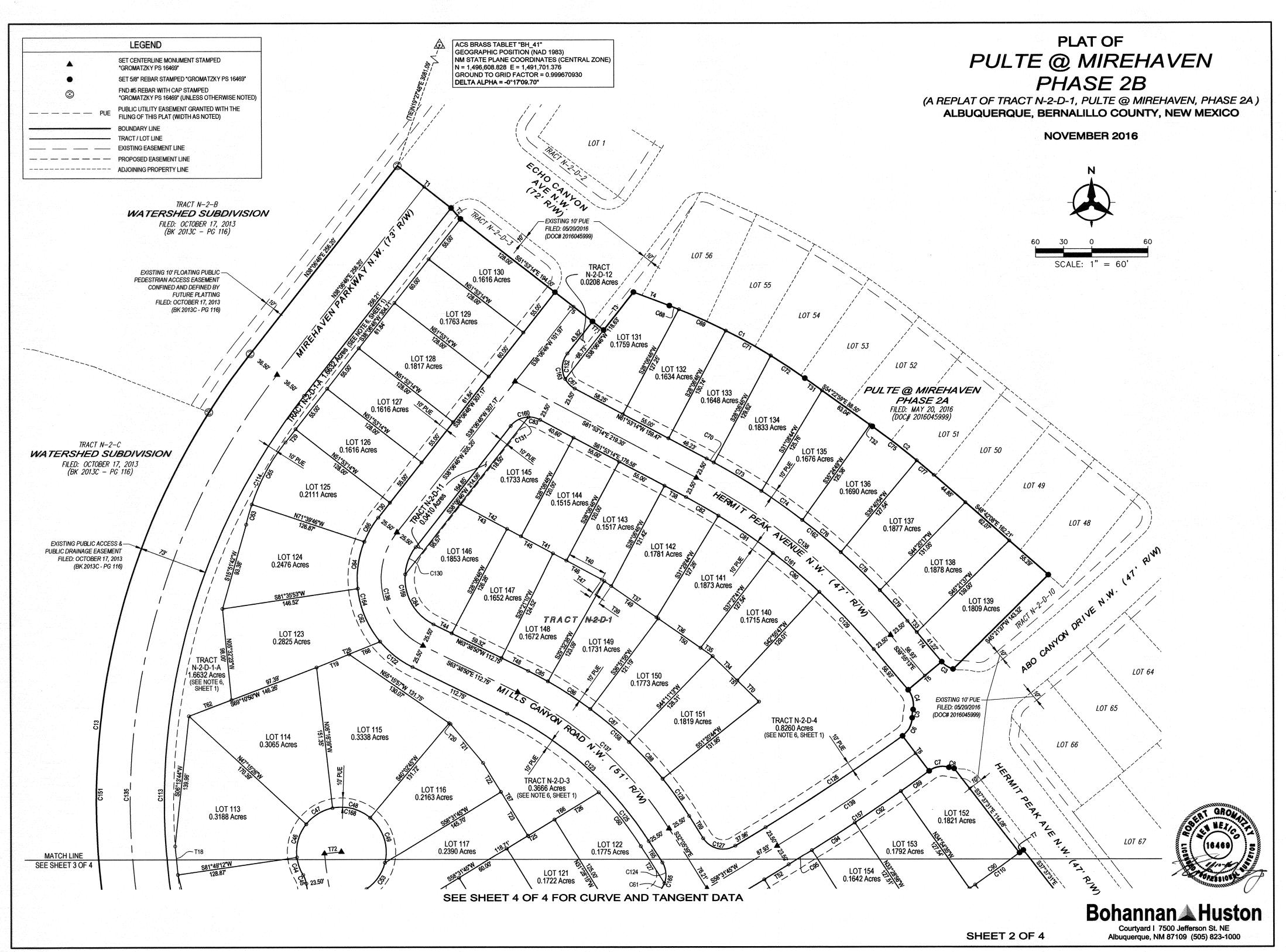


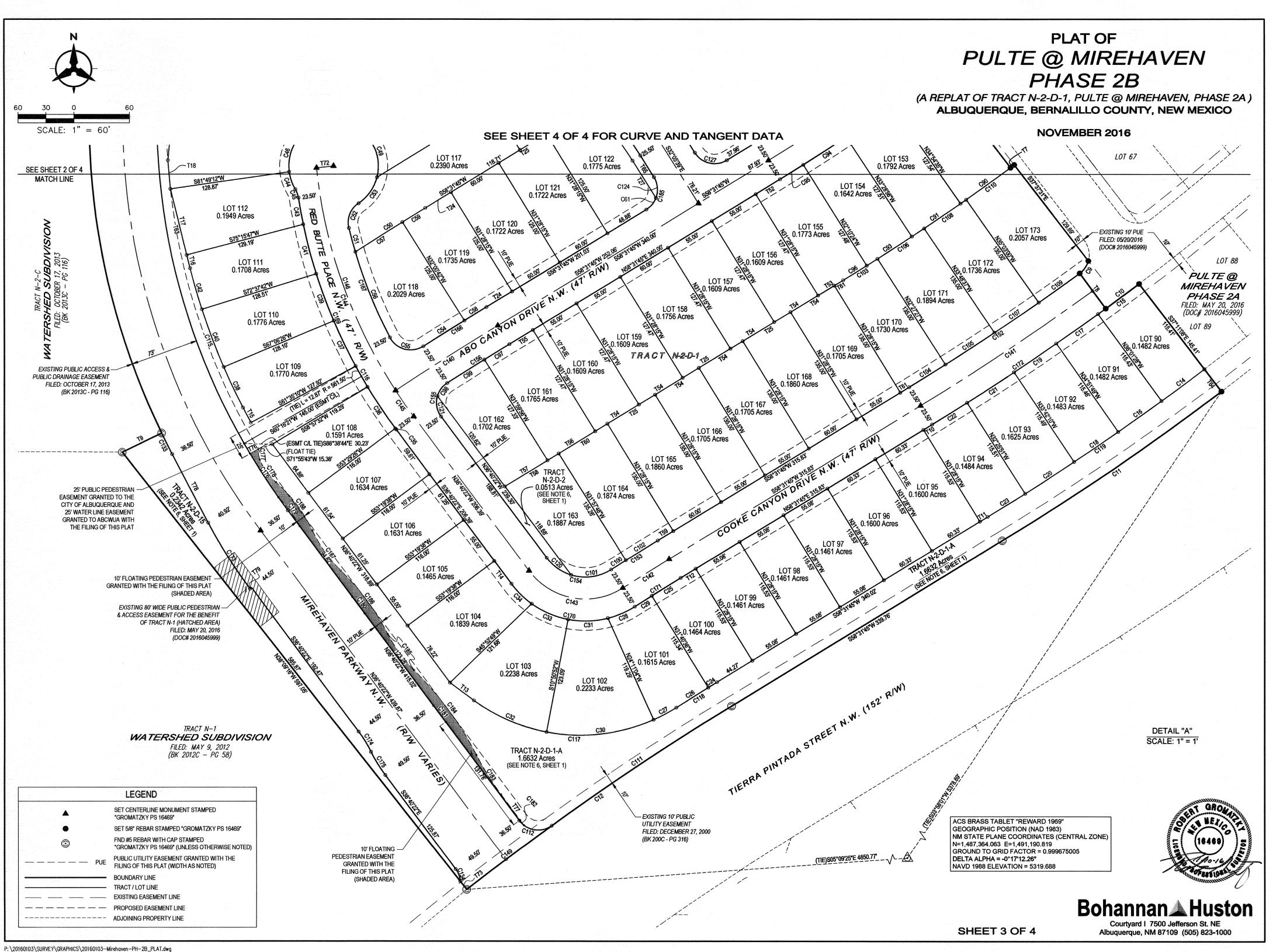
Bohannan Huston

Courtyard I 7500 Jefferson St. NE

Albuquerque, NM 87109 (505) 823-1000

SHEET 1 OF 4





ID	DELTA	TANGENT	CURVE DATA ARC	RADIUS	CHORD	CHORD BRG
C1	14°31'32" RT	82,77'	164.66'	649.50'	164.22'	S61°38'45"E
C2	05°40'51" RT	41.90'	83.73'	844.50'	83.70'	S51°32'34"E
C3	33°25'55" RT	7.51'	14.59'	25.00'	14.38'	N56°38'11"W
C4 C5	51°33'10" RT 09°39'40" LT	12.07' 4.48'	22.49' 8.94'	25.00' 53.00'	21.74' 8.93'	S14°08'39"E 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'	N53°18'49"E
C11 C12	05°43'02" RT 06°41'04" LT	142.21'	284.19' 345.79'	2848.00' 2964.00'	284.07' 345.60'	S55°40'23"W 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 C18	01°09'38" LT 01°09'39" RT	27.38' 28.55'	54.76' 57.10'	2703.50' 2818.00'	54.76' 57.10'	N54°34'57"E 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°55'59"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 C24	00°57'27" RT 00°12'21" LT	23.55' 5.37'	47.09' 10.75'	2818.00' 2994.00'	47.09' 10.75'	\$58°02'52"W \$58°25'34"W
C25	00 1221 ET	18.21'	36.41'	3109.00'	36.41'	N58°11'37"E
C26	00°46'34" LT	20.28'	40.55'	2994.00'	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 C30	00°23'49" RT	10.77° 60.44°	21.54' 117.09'	3109.00' 191.50'	21.54'	N57°39'34"E
C30 C31	35°01'56" RT 24°54'14" LT	21.75'	117.09° 42.81'	191.50' 98.50'	115.27' 42.48'	S83°19'54"W N88°13'45"E
C32	25°34'37" RT	43.47'	85.49'	191.50'	84.78'	N66°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'	\$36°35'28"E
C36 C37	05°28'06" LT 05°31'16" LT	26.82' 27.07'	53.59' 54.11'	561.50' 561.50'	53.57' 54.09'	S33°46'31"E S25°39'12"E
C38	04°01'06" RT	24.12'	48.21'	687.50	48.21'	N25°15'36"W
C39	05°31'16" LT	27.07'	54.11'	561.50'	54.09'	S20°07'56"E
C40	05°32'23" 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 C43	03°50'46" RT	23.08'	46.15'	687.50' 561.50'	46.14' 28.86'	N15°47'17"W
C44	02°56'44" LT 23°52'12" LT	14.44' 10.15'	28.87'	48.00'	19.85'	S10°18'02"E S19°15'06"E
C45	22°21'32" 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°35'18"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 C50	64°18'20" LT 01°24'52" LT	30.17' 44.33'	53.87' 88.66'	48.00' 3591.00'	51.09' 88.66'	N17°48'05"W S57°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 C56	95°25'46" RT 11°05'32" RT	27.49' 49.96'	41.64' 99.60'	25.00' 514.50'	36.99' 99.45'	N75°04'33"W N21°48'54"W
C57	00°57'13" 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'	S39°46'57"W
C62 C63	33°45'45" LT 05°42'09" RT	32.02' 11.21'	62.17' 22.39'	105.50' 225.00'	61.27' 22.38'	S22°38'11"E N15°51'41"E
C64	27°42'46" LT	26.02'	51.03'	105.50'	50.53'	S08°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 C69	00°57'15" RT 04°51'47" RT	5.41' 27.58'	10.82' 55,13'	649.50' 649.50'	10.82' 55.11'	\$68°25'54"E \$65°31'23"E
C70	00°41'41" LT	4.39'	55.13' 8.77'	723.50'	55.11 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 C75	04°15'08" LT	26.86'	53.70'	723.50'	53.68'	N54°22'46"W
C75 C76	04°03'53" RT 04°14'22" LT	29.97'	59.91' 53.53'	844.50' 723.50'	59.90' 53.52'	S52°21'02"E N50°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 C82	05°57'57" RT 03°22'58" RT	35.25' 19.98'	70.44' 39.94'	676.50' 676.50'	70.41' 39.94'	S55°31'17"E
C82	29°47'31" RT	19.98	13.00'	25.00'	39.94 12.85'	S60°11'45"E 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 C90	00°53'22" LT 01°29'55" RT	18.58' 32.98'	37.15' 65.95'	2392.97' 2521.50'	37.15' 65.95'	N54°38'44"E S54°22'09"W
C90 C91	01°25'38" RT	32.98'	65.95' 62.81'	2521.50' 2521.50'	65.95' 62.80'	S54°22'09'W 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

	<u> </u>	T	CURVE DATA			
ID OO7	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 C99	40°45'15" RT 00°47'23" RT	9.29'	17.78' 47.13'	25.00' 3419.00'	17.41' 47.12'	N36°50'04"E
C100	00 47 23 KT 00°20'12" LT	9.27	18.55'	3419.00	47.12 18.55'	N57°36'23"E 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
2106	01°21'10" LT	29.77'	59.53'	2521.50'	59.53'	N56°51'58"E
2107	01°14'24" RT	28.75'	57.49'	2656.50'	57.49'	S55°34'11"W
2108	01°14'24" LT	27.29'	54.57'	2521.50'	54.57'	N55°34'11"E
2109	01°09'52" RT	26.99'	53.98'	2656.50'	53.98'	S54°22'04"W
2110	01°19'48" LT	29.27'	58.53'	2521.50'	58.53'	N54°17'05"E
2111	04°28'30" LT	115.81'	231.50'	2964.00'	231.44'	S56°17'30"W
2112	89°16'23" RT	24.68'	38.95'	25.00'	35.13'	N81°18'34"W
2113	74°47'04" RT	540.01'	922.15'	706.50'	858.07'	N00°43'10"E
2114	25°06'10" LT	50.09'	98.58'	225.00'	97.79'	S25°33'41"W
115	13°24'14" LT	80.79'	160.84'	687.50'	160.47'	S20°34'01"E
2116	02°37'39" LT	12.88'	25.75'	561.50'	25.75'	S29°43'39"E
117	68°52'39" LT	131.31'	230.21'	191.50'	216.60'	S88°00'50"E
118	00°58'54" RT	25.65'	51.30'	2994.00'	51.30'	N58°02'18"E
2119	05°42'43" LT	140.58'	280.94'	2818.00'	280.82'	N55°40'14"E
120	36°18'36" RT	16.89'	32.64'	51.50'	32.09'	N54°49'40"W
2121	53°07'48" RT	12.50'	23.18'	25.00'	22.36'	N10°06'28"W
122	24°07'46" LT	22.55'	44.43'	105.50'	44.10'	S51°34'57"E
2123	31°33'11" RT	105.81'	206.24'	374.50'	203.64'	S47°52'15"E
124	53°07'48" RT	12.50'	23.18'	25.00'	22.36'	\$05°31'45"E
125	11°30'57* LT	36.75'	73.26'	364.50'	73.14'	N37°51'08"W
126	04°17′52" RT	88.02'	175.97'	2345.97'	175.92'	S56°22'40"W
127	89°22'36" RT	24.73'	39.00'	25.00'	35.16'	N76°46'57"W
128	06°33'37" LT 07°09'00" RT	24.39' 42.27'	48.72' 84.42'	425.50' 676.50'	48.69' 84.37'	N35°22'28'W
130	33°23'55" RT	16.35'	31.77'	54.50'	84.37 31.32'	S43°29'43"E N21°24'49"E
2131	50°12'29" RT	11.71'	21.91'	25.00'	21.21'	N21 2449 E N63°13'01"E
132	66°25'19" RT	16.37'	28.98'	25.00'	27.39'	N03 1307 E
133	01°50'45" LT	12.56'	25.11'	779.50'	25.11'	S26°42'32"E
134	32°23'37° RT	7,26'	14.13	25.00'	13.95'	\$20°28'35"E
135	74°47'08" RT	567.92'	969.80'	743,00'	902.41'	N00°43'12"E
136	101°45'36" LT	98.37'	142.08'	80.00'	124.13'	S12°46'02"E
137	31°33'11" RT	113.01'	220.28'	400.00'	217.51'	S47°52'15"E
138	21°58'01" RT	135.86'	268.38'	700.00'	266.73'	S50°54'14"E
139	04°18'43" RT	89.20'	178.32	2369.47'	178.28'	S56°22'15"W
140	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
142	01°04'05" LT	29.19'	58.39'	3132.50'	58.39'	S57°59'42"W
143	85°51'58" RT	69.77'	112.40'	75.00'	102.17'	N79°36'21"W
144	30°54'28" RT	148.73'	290.22'	538.00'	286.71'	N21°13'08"W
145	03°36'37" RT	16.96'	33.90'	538.00'	33.89'	N34°52'04"W
146	27°17'51" RT	130.64'	256.32'	538.00'	253.90'	N19°24'50"W
2147	INTENTIONALLY (
2148	INTENTIONALLY (·				
2149	02°12'34" RT	57.15'	114.29'	2964.00'	114.29'	N52°56'58"E
2150	INTENTIONALLY (1617.45	770 501		
2151	74°47'08" RT	595.82'	1017.45'	779.50	946.74'	N00°43'12"E
2152	04°44'37" RT	110.03'	219.93'	2656.50'	219.87'	S56°09'26"W
153	01°04'05" LT	29.41'	58.83'	3156.00'	58.82'	S57°59'42"W
154	85°51'58" RT	47.91'	77.18'	51.50'	70.16'	N79°36'21"W
155	93°53'04" RT 01°19'03" RT	26.76' 39.31'	40.96' 78.62'	25.00'	36.53' 78.63'	N10°16'10"E
157	01*19'03* R1 04*19'34* LT	90.38'	78.62' 180.68'	3419.00' 2392.97'	78.62' 180.64'	N57°52'13"E
158	31°33'11" LT	120.22'	234.32	425.50'	231.37'	N56°21'49"E N47°52'15"W
159	101°45'36* RT	67.01'	96.79'	425.50' 54.50'	231.37 84.57'	N47-5215-W N12°46'02"W
160	80°00'00" RT	20.98'	34.91'	25.00'	32.14'	N78°06'46"E
2161	21°58'01" RT	131.30'	259.37'	676,50'	257.78'	S50°54'14"E
162	21°58'01" LT	140.42'	277.39	723.50'	275.69'	N50°54'14"W
163	100°00'00" RT	29.79'	43.63'	25.00'	38.30'	N11°53'14"W
164	101°45'36" LT	129.73'	187.37'	105.50'	163.70'	S12°46'02"E
165	90°37′24" RT	25.27'	39.54'	25.00'	35.55'	S13°13'03"W
166	01°19'10" LT	39.91'	79.82'	3466.00'	79.82'	S57°52'09"W
167	14°02'33" RT	63.37'	126.10'	514.50'	125.78'	N20°20'23"W
168	267°14′16" LT		223.88'	48.00'	69.50'	N77°34'04"W
169	27°50'42" LT	139.19'	272.88'	561.50'	270.20'	S22°45'01"E
170	85°51'58" LT	91.64'	147.62	98.50'	134.19'	S79°36'21"E
2171	01°04'05° RT	28.98'	57.95'	3109,00'	57.95'	N57°59'42"E
172	04°44'37" LT	111.98'	223.82	2703.50'	223.76'	N56°09'26"E
173	09°02'26" LT	42.10'	84.02'	532.50'	83.93'	S32°09'09"E
174	10°28'31" RT	12.79'	25.50'	139.50'	25.47'	S31°26'07"E
2175	10°28'31" LT	14.71'	29.34'	160.50'	29.30'	S31°26'07"E
176	25°57'57" RT	15.22'	29.91'	66.00'	29,66'	N35°42'05"W
2177	32°59'46" RT	6.22'	12.09'	21.00'	11.93'	N06°13'13"W
2178	04°32'32" LT	28.02	56.01'	706.50'	56.00'	S33°00'43"E
2179	14°50'03" RT	19.40'	38.58'	149.00'	38.47'	S36°21'48"E
2180	05°06'17" RT	11.10'	22.18'	249.00'	22.18'	S36°40'22"E
2181	03°35'00" 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' 57.20'	50.06'	291.00'	49.99'	N31°44'42"W
C185	18°06'17" LT 18°22'10" RT	57.20' 24.09'	113.44' 47.77'	359.00' 149.00'	112.97' 47.57'	N36°16'16"W N36°08'20"W
, .w	18°46'50" LT	42.83'	84.90'	259.00'	84.52'	N36°20'39"W
186	OF THE SELECT	1 72.00	UT.5U	200.00		INOU ZUOO VV
C186	20°34'31" RT	27.04'	53.51'	149.00'	53,22'	N35°26'49"W

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	TANGENT DATA	· ·	1
ID T	BEARING	DISTANCE	
T1	S51°53'14"E	73.00'	1
T2	S40°34'25"E	15.30'	1.
ТЗ	N38°06'46"E	51.90'	1
T4	S68°54'31"E	41.03'	1
T5	S50°04'47"W	47.00'	(A
T6	S37°13'04"E	47.01'	1
77	N53°33'47"E	5.00'	1
T8	S36°12'52"E	47.00'	1
T9	N64°12'51"E	46.91'	.
Γ10	S58°31'45"W	10.91'	1
T11	S58°31'45"W	9.84'	
Γ12	S58°31'45"W	19.03'	1
Г13	N53°34'30"W	31.89'	1:
Γ14	N36°40'22"W	30.53'	
Γ15	N27°16'08"W	18.22'	
Г16	N13°59'59"W	14.62'	1
Γ17	N13°59'59"W	72.94'	
Г18	N05°02'43"W	30.95'	1
Γ19	S67°47'09"W	37.53'	1
Γ20	N55°15'57"W	1.68'	
T21	N39°59'02"W	54.18'	1
T22	N31°28'15"W	36.28'	1
Г23	N31°28'15"W	55.00'	1
Г24	S58°31'45"W	32.15'	
Γ25	S58°31'45"W	60.00'	
T26	S58°31'45"W	55.45'	
Г27	N32°05'39"W	47.15'	
T28	S67°47'09"W	73.50'	
Г29	S38°06'46"W	17.88'	
Г30	S38°06'46"W	20.33'	
T31	N54°22'59"W	22.45'	
Г32	N54°22'59"W	3.00'	
Г33	N39°55'13"W	15.71'	
Г34	N45°13'54"W	36.94'	
T35	N55°14'34"W	15.55'	
T36	N55°14'34"W	57.15'	1.00

T37

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S60°16'21"W

N36°40'22"W

N27°37'54"W

S53°20'46"W

12.23'

56.78'

21.70'

55.47'

59.19' 3.13'

69.96'

70.62'

59.75'

53.53'

67.67' 19.60'

48.87'

87.56'

91.28'

28.25'

32.53'

15.00'

18.27'

11.18'

56.93'

51.00'

10.72'

40.92'

83.17'

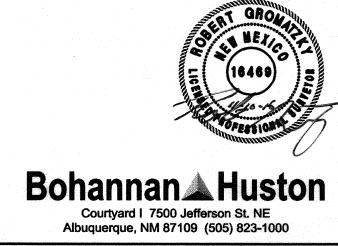
2.00'

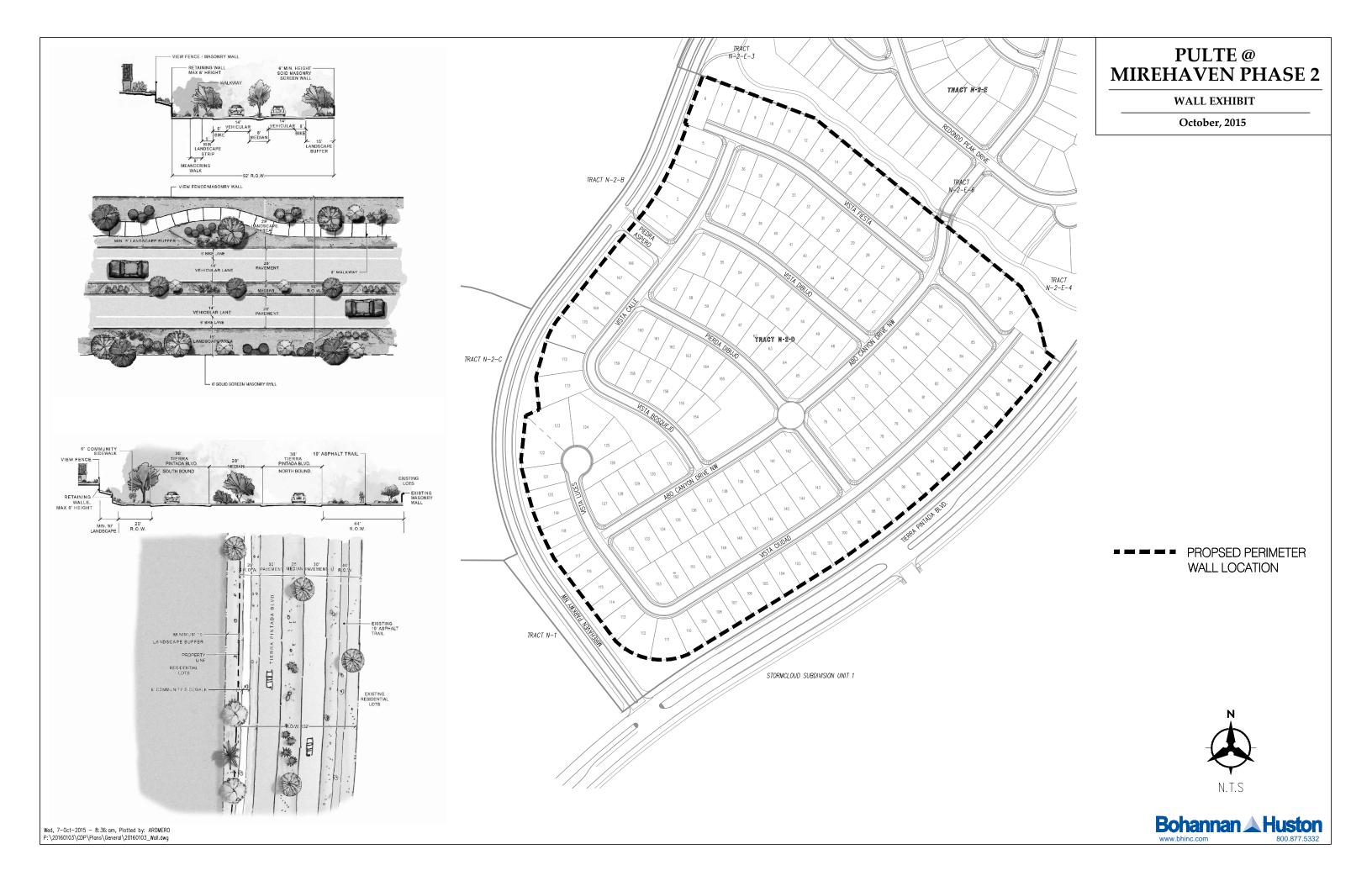
35.97'

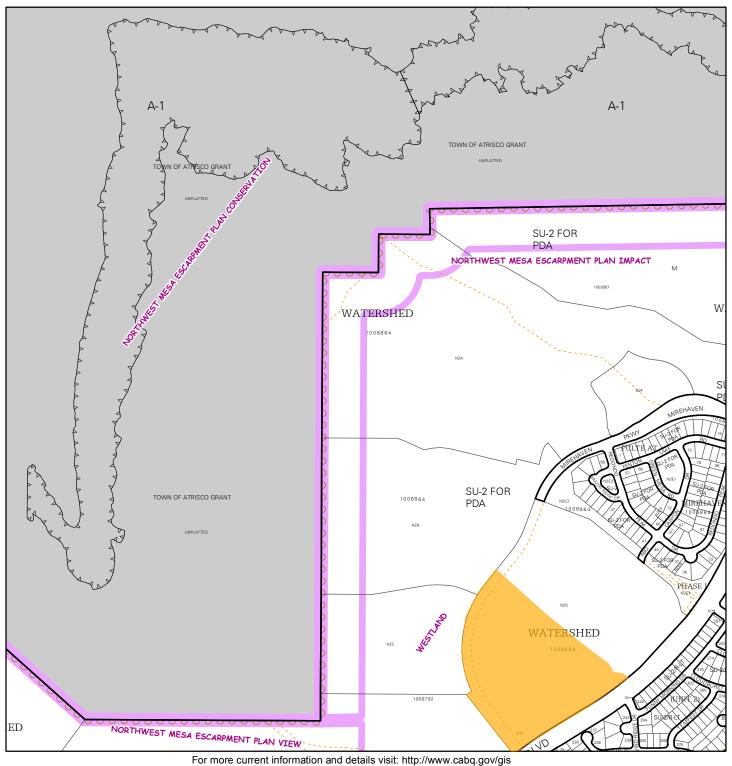
PLAT OF PULTE @ MIREHAVEN PHASE 2B

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

NOVEMBER 2016







Zone Atlas Page: H-08-Z Selected Symbols Escarpment SECTOR PLANS Design Overlay Zones 2 Mile Airport Zone Airport Noise Contours City Historic Zones Wall Overlay Zone Albuquerque Geographic Information System H-1 Buffer Zone Petroglyph Mon. Map amended through: 9/2/2014 Note: Grey Shading Represents Area Outside of the City Limits Feet 1,500 750

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 <u>Pulte @ Mirehaven Phase 2</u> 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. <u>Improvements and Construction Deadline</u>. 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 <u>November 1, 2018</u> ("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. <u>650389</u>.

1 of 8 04/19/2012 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. <u>Albuquerque Bernalillo County Water Utility Authority</u>. 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. <u>Surveying, Inspection and Testing</u>. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:
- A. <u>Construction Surveying</u>. Construction surveying for the construction of the public Improvements shall be performed by <u>Surv-Tek</u>, <u>Inc.</u>, and construction surveying of the private Improvements shall be performed by <u>Surv-Tek</u>, <u>Inc.</u> 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. <u>Construction Inspection Methods</u>. Inspection of the construction of the public Improvements shall be performed by <u>Smith Engineering</u> and inspection of the private Improvements shall be performed by <u>Smith Engineering</u>, 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. <u>Field Testing</u>. Field testing of the construction of the public Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u>, and field testing of the private Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u>, 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. <u>Surveying, Inspection and Testing</u>. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:
- A. <u>Construction Surveying</u>. Construction surveying for the construction of the public Improvements shall be performed by <u>Surv-Tek</u>, <u>Inc.</u>, and construction surveying of the private Improvements shall be performed by <u>Surv-Tek</u>, <u>Inc</u>. 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. <u>Construction Inspection Methods</u>. Inspection of the construction of the public Improvements shall be performed by <u>Smith Engineering</u> and inspection of the private Improvements shall be performed by <u>Smith</u>

 <u>Engineering</u>, 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. <u>Field Testing</u>. Field testing of the construction of the public Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u>, and field testing of the private Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u> 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. <u>Additional Testing</u>. 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
- 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. <u>Notice of Start of Construction</u>. 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. <u>Completion, Acceptance and Termination</u>. 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. <u>Conveyance of Property Rights</u>. 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. <u>Reduction of Financial Guaranty Upon Partial Completion</u>. 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. <u>Loan Reserve Financial Guaranty</u>. 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.
- 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.

- 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. <u>Assignment</u>. 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. <u>Binding on Subdivider's Property</u>. 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. <u>Notice</u>. 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

 Project No. 650389

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. <u>Entire Agreement</u>. 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. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 19. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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. <u>Form not Changed</u>. 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. <u>Authority to Execute</u>. 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	CITY OF ALBUQUERQUE
Inc., a Michigan Corporation	A
By [Signature]:	By: Jan
By [Signature]: Savet Price	Shahab Biazar, City Engineer
Title: DIVISION, VICE PROSIDENT	Dated: 11/3/16
Dated: 10/13/16	
Dated:	

SUBDIVIDER'S NOTARY

STATE OF NEW MEXICO COUNTY OF BERNALILLO This instrument was acknowled by [name of person:] Garret Price, [Land of [Subdivider:] Pulte Development	title or capacity, for in	s <u>M</u> day of <u>Quantor</u> , 2016, astance, "President" or "Owner":] <u>VP</u> o, Inc. a Michigan corporation .
OFFICIAL SEAL Polly E. Lydens NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 10 10 10		Notary Public) My Commission Expires: 10/18/19
	CITY'S NOTA	ARY
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO) ss.)	
This instrument was acknowle 20 / , by Shahab Biazar, City Eron behalf of said corporation.	dged before me on thi ngineer of the City of	s 300 day of November, Albuquerque, a municipal corporation,



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
Subdivi	sion.																

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

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:]:
Name [Print]: Garret Price
Title: VP Land
Dated:

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



Notary Public Expires: 1918/19

Currant DRC Project Na.

JANO HO

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Oate Submitted.

Date Sha Path Approved

Date Preferancy Plat Approved

Date Preferancy Plat Expres

DRB Prefet No.

Figure 12

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PULTE AT MIREHAVEN PHASE 2 (TRACT N.S.C) WATERSHED)

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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.

04/19/2012

1 of 8

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. <u>Albuquerque Bernalillo County Water Utility Authority</u>. 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. <u>Surveying, Inspection and Testing</u>. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:
- A. <u>Construction Surveying</u>. Construction surveying for the construction of the public Improvements shall be performed by <u>Surv-Tek, Inc.</u>, and construction surveying of the private Improvements shall be performed by <u>Surv-Tek, Inc.</u> 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. <u>Construction Inspection Methods</u>. Inspection of the construction of the public Improvements shall be performed by <u>Smith Engineering</u> and inspection of the private Improvements shall be performed by <u>Smith Engineering</u>, 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. <u>Field Testing</u>. Field testing of the construction of the public Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u>, and field testing of the private Improvements shall be performed by <u>Geo-Test</u>, <u>Inc.</u>, 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. <u>Additional Testing</u>. 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. <u>Financial Guaranty</u>. 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:
Date City first able to call Guaranty (Construction Completion Deadline):
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is:
Additional information:

- 7. <u>Notice of Start of Construction</u>. 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. <u>Completion, Acceptance and Termination</u>. 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. <u>Conveyance of Property Rights</u>. 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. <u>Reduction of Financial Guaranty Upon Partial Completion</u>. 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. <u>Loan Reserve Financial Guaranty</u>. 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. <u>Non-Loan Reserve Financial Guaranty</u>. 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.

- 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. <u>Assignment</u>. 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. <u>Binding on Subdivider's Property</u>. 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. <u>Notice</u>. 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. <u>Entire Agreement</u>. 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. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 19. <u>Construction and Severability</u>. 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. <u>Captions</u>. 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. <u>Form not Changed</u>. 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. <u>Authority to Execute</u>. 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 ALBUO	UERQUE
By [Signature]: Show Thice	By: Shahab Biqzar,	City Engineer
Title: DIVISION PRESIDE VICE PRESIDE	3/Dated: 11/3/	16
Dated: 10/14/16	1	

SUBDIVIDER'S NOTARY

STATE OF NEW MEXICO COUNTY OF BERNALILLO)) ss.)	
	title or capacity, for in	stance, "President" or "Owner":] <u>VP</u> , Inc. a Michigan corporation.
(SEAL) OFFICIAL SE Polly E. Lyde NOTARY PUBLISTATE OF NEW ME My Commission Expires: 10 11	ns (Notary Public My Commission Expires:
		10/10/19
	CITY'S NOTA	ARY
STATE OF NEW MEXICO)	
COUNTY OF BERNALILLO) ss.)	
		s <u>3 RD</u> day of <u>November</u> , Albuquerque, a municipal corporation,

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)
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 Agreemen
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

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.

of the power herein conferred upon the Subdivider.

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:]:
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.



Notary Public

My Commission Expires: 10/18/19

Cuntent DRC Project No.

Figur 12

PERASTRUCTURELIST

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TO SUBONISCU MANOSELERITS AGREEMBNT

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Type of Improvement	public roadway mprovements - on str phase 1 contrued	RESIDENTIAL PAVNIG WIPCC CURB & GUTTER & PCC 4"WIDE SIDENALKY" ON BOTH SIDES	RESIDENTIAL PAVNIG IV/PCC CURB & GUTTER & PCC A' WIDE SIDEVALKY ON NORTH SIDE ONLY	RESIDENTIAL PAVING VII PCC CURB & GUTTER & PCC 4" VIDE SIDENYLKT" ON BOTH SIDES	STREET LIGHTS ARE RECUMBED PER THE COA DPJA	"ALL SIDEWALKS TO BE DEPERRED ALONG FRONTAGE OF LOTS 1530EVALK TO BE WANDED ON: 1) EASTMORTHSIDE OF MIREDWAD PARKWAY EXCEPT AS NOTED	IONDE I NSTALL THE NECESSARY ROADYAY SIQUAGE ASSOCIATED WITHE DEVELOPMENT AS APPROVED BY THE CITY ORC	PUBLIC WATERLINE IMPROVEMENTS PHASE 2	Waterline V# Nec. Valves Fn's, als & RJS	WATERLINE WINEC. VALVES FHS, MJS & RJS	WATERINE WINEC. VALVES FHS, MJS & RJS	Waterine Winec, Valves FHS, Mis & Ris	WATERLME W! NEC. VALVES FHS, MJS & RJS	WATERING WINEC. VALVES FINE, MJB & RJS	WATERLINE WINEC. VALVES FH3, MJB & RJS	WATERLINE WINEC. VALVES FHE, MJ'S & RJ'S	WATERLINE WINEC. VALVES PHS, MJS B RJS	WATERLINE WINEC, VALVES FHS, MJS & RJS	WATERLINE W/NEC, VALVES FHS, MJS & RJS	Waterine Winec, Valves FHS, MJS 8 RJS	WATERLINE WINEC, VALVES FHS, MJS & RJS	
ķ	UBLIC ROADWAY	26 F.F.	4. 7.	2	NOTE	TSIDEWALK TO	-PROVIDE/INS	PUBLIC WATERU	E DIA (ctv)	6-COA (4W)	6" DIA (4W)	\$*************************************	6' U.A.	5-04A	10° DIA (3WR)	10 DIA (ZWR)	ar DIA	10° DIA (3WR)	6" O!A (3WR)	6" DIA (3WR)	G DIA (5WA)	
Canada	Project																					
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Engineer	1						3-16-16	37%	3/16/16	7.4C	N. Taga
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9-		TENT ROCKS DAIVE	LOY 130 FARST - 900-10ARY, 116E	ತಿರಿದಿ ವಿನ್ಯುವನ್ನು ವಿಕ್ಷಿಸ್ತ		YDAC	S sam	PARKS & RECREATION	AYECTA AYECTA		91/2/2
From		ABO CANYON DRIVE	MLLS CANYDIT ROAD	18:1 HOUSE CANE		NOTED MEAT AS APPROVED BY THE CITY	3-1616	3/14/16	S / / /	DATE	ANTINEST
Location		MILS CATYON ROAD A	ינבות פסכאיב מאויה	weavit peak avenue	R THE COA DPM	*LL SIDEWALK'S TO BE DEFERRED ALONG FRONTAGE DF LOTS FSDEWALK'TO BE WANGD OK 11 FASTINDSTHSIDE OF WIRGHANGH PRRNWAY EXCEPTAS NOTED FSDEWALK'TO BE WANGD OK 11 FASTINDSTANY SIGNAGE ASSOCIATED WITHE DEVELORIBENTAS APPROYED BY THE CITY ORC	PROPRIE A	11/1/1/1	- (Eller		Markey Representation of the Constitution of t
Type of improvement	PUBLIC ROADWAY HAPROVEMENTS - ON SITE PHASE 2 confinued	RESIDENTAL PAVING V./ PCC CURB & GUTTER & PCC 4"V/DE SIDEVALK†" CH BOTH SIDES	RESIDENTIAL PAYRIG V.º PCC CURB & GUTTER & PCC 2'VIDE SIDEWALKY OR BOTH SIDES	RESIDENTIAL PANNIG VII PCC CURB & GUTTER & PCC CINDE SIDENALKIT ON BOTH SIDES	STREET LIGKTS ARE REQUIRED PER TWE COA DPM	*41, SDEYALK'S TO BE DEFERRED ALONG FRONTAGE DF LOTS FSDEVALK'TO BE WANGD OX: 11 EASTMORTHSDE OF WIRGHAN FROVDE! INSTALL THE NECESSARY ROADWAY SIGNAGE ASSO	DPREKT REVIEW BOARD MEMBER APPROVALS	CA TORE CHAIR	TRANSPORTATION OBVELONDED TRANSPORTATION OBVELO		1/4/10 3/4/10
EJS	PUBLIC ROADWAY	7.7	gr 3 BT	8.4 -0.0 Fl	1.01E	-ALL SIDEWALKTO B TSIDEWALKTO B -PROVIDE/BAST		바	rally)		DATE 7-07-16
Sta	Project #	182059	650389	650789			AGENTIOVAVER	VOLANDA PADILA MOVER, P.E. PAEPARED BY PRINT NAME	FIRM BONGHAS HUSTORING	MAZIGIM TIME ALLOW TO CONSTRUCT MAZIOVEMENTS WITHOUT A DRB EXTENSION	REVIEW COMMITTEE REVISIONS REVISION WES SIDE TO BE BUILD WITH PUB. RD MAPRIMIS-OFFSITE PH 2 (DEFERED)
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NEW COMMITTEE REVISIONS	Н	REWISON DATE () DATE ()	WESTSTOETO BE BUILD WITH PUB. FOD 7-16	יישידי הוא ביותרביבות היישי				