# Albuquerque



# DEVELOPMENT/ PLAN REVIEW APPLICATION

Updated 4/16/15

	Suppleme			SF)			
SUBDIVISION  X  Major subdivision action		S	Z	ZONING	G & PLANNING Annexation	IG	
Minor subdivision action					, in toxical or		
Vacation Variance (Non-Zoning)		V			Zoning, includ	es Zoning with	ablish or Change hin Sector
SITE DEVELOPMENT PLAN		Р			Development I Adoption of Ra		n or similar
for Subdivision for Building Permit							d Rank 1, 2 or 3 lbd. Regulations
Administrative Amendme					1 lan(5), 20mm	y Code, or Su	bu. Hegulations
Administrative Approval ( IP Master Development F		D			Street Name 0	Change (Local	I & Collector)
Cert. of Appropriateness	(LUCC)	L	Α	APPEA	L / PROTEST	Γ of	·
STORM DRAINAGE (Form D)  Storm Drainage Cost Allo					Decision by: D	RB, EPC, LU	CC, Planning of Appeals, other
PRINT OR TYPE IN BLACK INK ONL Planning Department Development Ser Fees must be paid at the time of application APPLICATION INFORMATION:	vices Center, 600 2	end St	reet N	IW, Albu	iquerque, NM	87102.	on in person to the
Professional/Agent (if any):Tierra_V	Vest. LLC					PHONE: 5	05-858-3100
ADDRESS: 5571 Midway Park							5-858-1118
CITY: Albuquerque		NM					
APPLICANT: Flash Resources,					L-WAIL. P		
ADDRESS: 4461 Irving Blvd. NV							022 0077
CITY: Albuquerque		NM	710				
Proprietary interest in site:	Subdivision Impro	LIST <u>a</u>	<u>II</u> own	ers: : Aaree	ment "Exte	nsion"	
DESCRIPTION OF REQUEST:	abarrision impre	7 ( )	TOTAL	, rigico	MION EXIC	1131011	
Lot or Tract No. Lots 1-106  Subdiv/Addn/TBKA: Boulders Phase Existing Zoning: R-LT Zone Atlas page(s): B-10/B-11  CASE HISTORY: List any current or prior case number that responses to the control of t	e 3 Proposed UPC Cod	zonin de: <u>1</u> (	g: <u>No</u> 0110 0100	Chan 65049 <sup>2</sup> 65459 <sup>2</sup>	Block: ges 12830304/1 11040726	MRGCD 01006552	Unit: Map No 2005140725
100	2632		*****				
No. of <b>existing</b> lots:131 No. of <b>existing</b> lots:	No. of <b>proposed</b> lots: <u> </u> i:  On or Near: <u> </u>	131 To 3 Trac 1 <b>ser</b> and _	<sub>tts</sub> Blvd Pase	. NW o Del I			-
Check if project was previously reviewed by	<del>y: Sket</del> ch Plat/Plan □ o	r Pre-a	applica	tion Revie	w Team(PRT)	. Review Da	te:
SIGNATURE	2-2-					DATE _02/	03/2017
(Print Name) <u>Vincent Carrica</u>						Applicant: □	Agent: 🛚
FOR OFFICIAL USE ONLY						В	evised: 11/2014
☐ INTERNAL ROUTING	A 11						
All checklists are complete	Application case nu	ımber	S		Action	S.F.	Fees ¢
☐ All fees have been collected			-		***************************************		\$ \$
☐ All case #s are assigned ☐ AGIS copy has been sent						Managarity Anthropology (1997)	\$
☐ Case history #s are listed							\$
Site is within 1000ft of a landfill			***		***************************************	Minimal Annual A	\$
☐ F.H.D.P. density bonus ☐ F.H.D.P. fee rebate	Unaukan data						Total
	Hearing date				ACCEPTANCE OF THE PARTY OF THE		\$

Project #

# FORM S(2): SUBDIVISION - D.R.B. PUBLIC HEARING

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

			, ,		
J	5 Acres or more: Certifi Proposed Preliminary Proposed Infrastructure Signed Preliminary Pre Design elevations & cro Zone Atlas map with the Letter briefly describing Property owner's and Community & Grown DRWS Drainage Office of Community & Sign Posting Agreement Signed Pre-Annexation TIS/AQIA Traffic Impact Fee (see schedule) List any original and/or Preliminary plat approval	Development Facilities Fee and see entire property(ies) clearly of explaining, and justifying the explaining, and justifying the explaining and justifying the explaining and justifying the export, Water & Sewer avan Neighborhood Coordination in the explaining and present if Annexation real extends of the country of the explaining and	(folded to fit into an 8.5" by greement for Residential and 3 copies (11" x 17" utlined request a proposed plat ability statement filing information quiry response, notifying leading to the sessment form	development only maximum) rmation etter, certified mail re	ceipts
	PLEASE NOTE: There as subdivision amendments public hearing.  Proposed Amended Pre 14" pocket) 24 cop 25 cop 26 cop 26 cop 27 cop 27 cop 27 cop 28 co	t, and/or Infrastructure List, a e entire property(ies) clearly of explaining, and justifying the ity Surveyor's signature on the Neighborhood Coordination is t related file numbers are listed approval expires after one approximately 30 DAYS after	ween significant and min hose deemed by the DR cture List, and/or Grading I ad/or Grading Plan (folded utlined request proposed amended plat, quiry response, notifying le on the cover application year.	nor changes with re RB to require public Plan (folded to fit into to fit into an 8.5" by a if applicable etter, certified mail re	egard to notice and o an 8.5" by 14" pocket) ceipts
	Zone Atlas map with the Letter briefly describing.  X Plat or plan reduced to Some Approved Infrastructure Previous SIA extension Office of Community & I Sign Posting Agreemen List any original and/or some Approved Infrastructure Previous SIA extension Office of Community & I Sign Posting Agreemen List any original and/or some Fee (see schedule)	eferral extension use FO e entire property(ies) clearly of explaining, and justifying the 3.5" x 11" the original approval List. If not applicable, pleas notice, if one has been issue Neighborhood Coordination in	RM-V) utlined request  initial. d. If not applicable, please quiry response, notifying le	etter, certified mail re	
info with	he applicant, acknowledge ormation required but not so this application will likely erral of actions.	ubmitted	Applican	cant name (print) at signature / date	ALBUQUERQUE NEW MEXICO
	Checklists complete Fees collected	Application case numbers			
	Case #s assigned		Project #	Planner si	gnature / date
	Related #s listed				

# SIGN POSTING REQUIREMENTS

# POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property, which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproofed signs will be provided at the time of application. If the application is mailed, you must still stop at the Planning Division to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Planning Division at a charge of \$3.00 each.

## 1. LOCATION

- A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
- B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be two to seven feet from the ground.
  - C. No barrier shall prevent a person from coming within five feet of the sign in order to read it.

## 2. NUMBER

4. TIME

- A. One sign shall be posted on each paved street frontage. Signs maybe required on unpaved street frontages.
- B. If the land does not abut a public street, then in addition to a sign placed on the property a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

## 3. PHYSICAL POSTING

- A. A heavy stake with two crossbars or full plywood backing works best to keep the sign in place, especially during high winds.
- B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

	Signs must be posted from	m	_ To	·	
5. F	REMOVAL				
	A. The sign is not to be re B. The sign should be re				
oblig	e read this sheet and discus ation to keep the sign(s) pos being given a copy of this s	sted for fifteen (15) o			
	Vii	ncent Carrica		02/03/2017	
		(Applicant or Agen	t)		(Date)
l issu	edsigns for the	is application, (Date			(Staff Member)
		•	,		(**************************************
Rev. ´	1/8/90	APPLIC	ATION NUME	BER:	

# TIERRA WEST, LLC

February 10, 2017

Ms. Maria Warren Paradise Hills Civic Association (PHC) 5020 Russell NW Albuquerque, NM 87114

DE.

THE BOULDERS PHASE 3 OFFSITE IMPROVEMENTS

MAJOR SUBDIVISION IMPROVEMENTS AGREEMENT EXTENSION REQUEST

PROJECT#1002632/ CITY PROJECT#761788

**ZONE ATLAS PAGE B-10/B11** 

Dear Ms. Warren:

Attached for your use/file is the request to the DRB chair dated February 10, 2017. This request is for a two-year approval of Major Subdivision Improvements Agreement Extension for the offsite improvements to Unser Boulevard. The improvements for the southbound lanes on Unser adjacent to the subdivision were not constructed with the onsite improvements. The request will allow time for the construction.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely

Vince Carrica, P.E.

Enclosure/s

CC:

Tom Anderson, Paradise Hills Civic Association (PHC)

Pierre Amestoy, Flash Resources, LLC

JN:

2011005

RRB/vc/jg

# TIERRA WEST, LLC

February 10, 2017

Mr. Tom Anderson Paradise Hills Civic Association (PHC) 10013 Plunkett Dr. NW Albuquerque, NM 87114

RE: THE BOULDERS PHASE 3 OFFSITE IMPROVEMENTS

MAJOR SUBDIVISION IMPROVEMENTS AGREEMENT EXTENSION REQUEST

PROJECT#1002632/ CITY PROJECT# 761788

**ZONE ATLAS PAGE B-10/B-11** 

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If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

Vince Carrica, P.E.

Enclosure/s

cc: Maria Warren, Paradise Hills Civic Association (PHC)

Pierre Amestoy, Flash Resources, LLC

JN: 2011005

VC/jg



# TIERRA WEST, LLC

February 6, 2017

Mr. Jack Cloud, Chair **Development Review Board** City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103

THE BOULDERS PHASE 3 OFFSITE IMPROVEMENTS **MAJOR SUBDIVISION IMPROVEMENTS AGREEMENT EXTENSTION REQUEST** 

PROJECT # 1002632/ CITY PROJECT# 761788

**ZONE ATLAS PAGE B-10/B-11** 

Dear Mr. Cloud:

Tierra West LLC, on behalf of Flash Resources LLC, requests a two year SIA extension for the above referenced project. The SIA is for the financial guaranty of the construction of offsite improvements to Unser Boulevard. The improvements include construction of the southbound lanes. Currently Unser consists of a two lane roadway from Paseo Del Norte to Paradise. The approved work order plans for Unser include building the southbound lanes along the frontage of the Boulders Subdivision. These new lanes would remain closed to traffic until the remaining portion of Unser was improved with a similar cross section composed of two through lanes each direction with designated bicycle lanes, a sidewalk on the east side and a paved trail on the west side.

The improvements for the southbound lanes on Unser adjacent to the subdivision were not constructed with the onsite improvements with the justification being that the newly constructed southbound lanes would be closed to traffic and the pavement would deteriorate without traffic on it until such time as the adjoining portions of Unser could be improved to four lanes.

Discussions with City staff did occur in the interim with the focus being on possibly adding ramps at either end of the subdivision to transition southbound traffic onto new lanes adjacent to the Boulder Subdivisions. It was determined that the applicable length of these lanes did not allow for adequate transition lengths and the right of way was not available on the south end of the proposed improvements to increase the lengths available.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely

Ronald R. Bohannan, P.E.

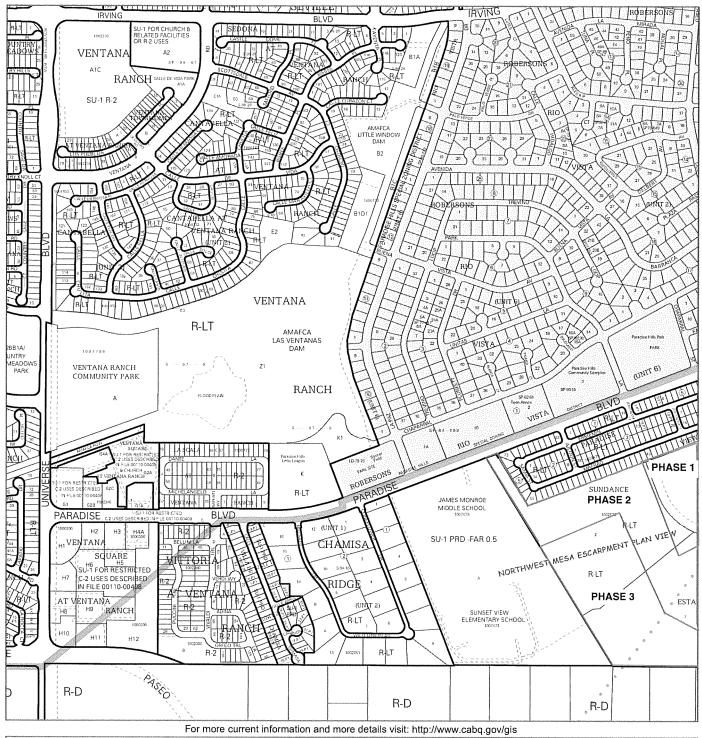
Enclosure/s

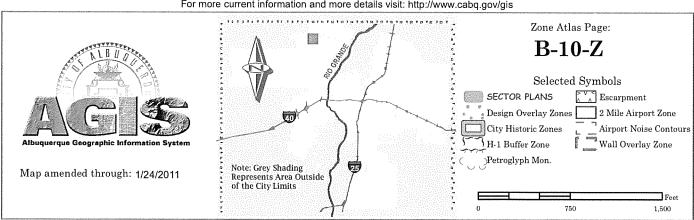
CC:

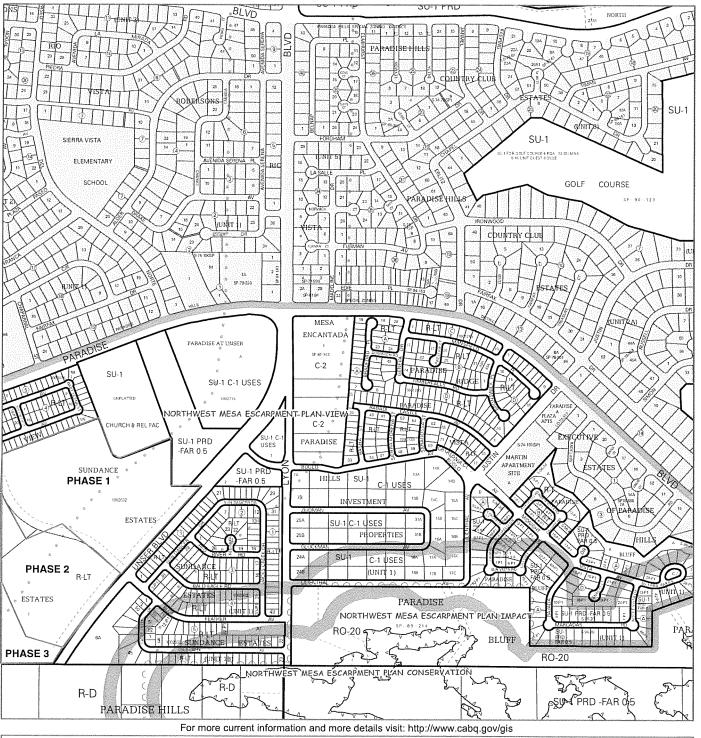
Pierre Amestoy

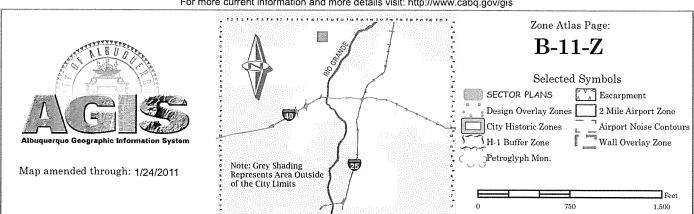
JN: 2011005

RRB/vc/jg











# City of Albuquerque

P.O. Box 1293, Albuquerque, NM 87103

\*PLEASE NOTE: The NA/HOA information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office.

February 6, 2017

Jaimie Garcia Tierra West, LLC 5571 Midway Park Place, LLC Albuquerque, NM 87109 (505) 858-3100 jgarcia@tierrawest.com

## Dear Jaimie:

Thank you for your inquiry requesting the names of ALL Neighborhood and/or Homeowner Associations who would be affected under the provisions of §14-8-2-7 of the Neighborhood Association Recognition Ordinance by your proposed [DRB Submittal] project recorded as [Boulders Phase III, Lots 1 - 106] located on [Unser Blvd. NW between Paradise Blvd. NW and Paseo Del Norte NW] zone map [B-10 & B-11].

This correspondence serves as your "Notification Inquiry Letter" from the Office of Neighborhood Coordination, and must be included as part of your application. Please see "ATTACHMENT A" for a list of NA's / HOA's that must be contacted regarding this submittal.

Please note that according to Section §14-8-2-7 of the Neighborhood Association Recognition Ordinance you are required to notify both of these contact persons by certified mail, return receipt requested, before the Planning Department will accept your application. Please see Page 2 of this letter for additional requirements. If you have any questions about the information provided please contact our office at (505) 924-3914 or ONC@cabq.gov

Sincerely,
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

# Neighborhood Notification Letters Must Include the Following:

Prior to filing an application with the Planning Department, all applicants requesting approvals through the Environmental Planning Commission (EPC), Development Review Board (DRB), Landmarks & Urban Conservation Commission (LUCC), or approval of a Wireless Telecommunication Facility (WTF) are required to notify any affected neighborhood and/or homeowner associations via certified mail.

- 1. The street address for the subject property;
- 2. The currently recorded legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision;
- 3. A physical description of the location, referenced to streets and existing land uses;
- 4. A complete and detailed description of the action(s) being requested;
- 5. \*\*\* NEW\*\*\* Facilitated Meeting Information All notification letters must include the following text:

Affected Neighborhood Associations and Homeowner Associations may request a Facilitated Meeting regarding this project by contacting the Office of Neighborhood Coordination (ONC) by email at <a href="mailto:ONC@cabq.gov">ONC@cabq.gov</a> or by phone at (505) 924-3914.

A facilitated meeting request must be received by ONC by: Monday February 20, 2017.

# **Neighborhood Notification Checklist**

The following information must be included for <u>each</u> application packet submitted to the City of Albuquerque Planning Department.

 ONC's "Notification Inquiry Letter" outlining any affected Neighborhood and/or Homeowner Associations.

\*Note: If your ONC letter is more than 30 days old, you must contact ONC to ensure that the contact information is still current.

- 2. Copies of Letters sent to any affected Neighborhood and/or Homeowner Associations.
- 3. Copies of certified receipts mailed to any affected Neighborhood and/or Homeowner Associations.

Any questions, please feel free to contact our office at (505) 924-3914 or ONC@cabq.gov.

Thank you for your cooperation on this matter.

**********	***************
	(ONC use only)

Date Processed: 02/06/17 ONC Staff Initials: VMQ

# **ATTACHMENT A**

## PARADISE HILLS CIVIC ASSOC. (PHC) "R"

\*Tom Anderson *e-mail:* ta\_a@msn.com 10013 Plunkett Dr. NW/87114 897-2593 (h) 304-0106 (c)

Maria Warren *e-mail:* samralphroxy@yahoo.com

5020 Russell NW/87114 440-2240 (c)

Website: www.paradisehillsnm.org NA E-mail: phcassoc@gmail.com



# **Notification Inquiry Form**

Use this form to submit a request to the Office of Neighborhood Coordination to obtain neighborhood or homeowner association contact information for application submittal to the Planning Department.

<u>Instructions</u>: Please fill out this form completely and include a zone atlas map that is marked to indicate where the subject site is located. Then, submit this form and your map in one of the following ways: 1) In person at the Office of Neighborhood Coordination, 5<sup>th</sup> Floor, 600 2<sup>nd</sup> Street NW; or 2) Email it to ONC@cabq.gov.

<u>Developer Inquiry For</u> :  ☐Cell Tower Submittal — Type: Select Tower Ty	/pe   \[ \submittal \text{(need address & zone map only)} \]
DRB Submittal	□AA Submittal
□EPC Submittal	☐City Project Submittal
□LUCC Submittal	☐Liquor License Submittal
	Other:
Anticipated Advertised Public Hearing Date: (lis	it here)
Contact Name: Jaimie Garcia	
Company Name: Tierra West, LLC	
Address: 5571 Midway Park Place NE	
City: Albuquerque Sta	ite: NM Zip Code: 87109
Phone: 505-858-3100 Em	nail: jgarcia@tierrawestllc.com
Legal Description Information:	
Describe the legal description of the subject site Boulders Phase III Lots 1-106	for this project:
Located on/between (street name or other identifying Located on Unser Blvd NW, Between Paradise Blvd NW	,

Form updated: 1/2017

This site is located on the following zone atlas page: B-10/B-11

## SUBDIVISION IMPROVEMENTS AGREEMENTPUBLIC AND/OR PRIVATE (Procedure B)

AGREEMENT TO CONSTRUCT

PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS THIS AGREEMENT is made this Will day of World 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 Flash Resources, LLC ("Subdivider"), a Nevada limited liability corporation, whose address is 4461 Irving Blvd. NW, Albuquerque, NM 87114 and whose telephone number is 505-822-0044, 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 A1 and B1 The Boulders Phase II Plat, recorded on March 21, 2013 in the records of the Bernalillo County Clerk as Document 2013031973, pages 1 through 6 (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:] Flash Resources, LLC ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as The Boulders - Phase 3 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 March 10, 2015, ("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 Engineer the City and are identified Project No. 761788..

Note: To compute the Construction Completion Deadline: If a final plat <u>will</u> 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 <u>will not</u> 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:

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. 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	3.25%
Street Excavation and Barricadig	As required per City-approved

Ordinance and street restoration fees	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>, and construction surveying of the private Improvements shall be performed by <u>Surv-Tek</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>Tierra West</u>, <u>LLC</u> and inspection of the private Improvements shall be performed by <u>Tierra West</u>, <u>LLC</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>Geotest</u>, <u>Inc.</u>, and field testing of the private Improvements shall be performed by <u>Geotest</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: Letter of Credit # 5009
Amount: \$556,853.20
Name of Financial Institution or Surety providing Guaranty:
Los Alamos National Bank
Date City first able to call Guaranty (Construction Completion Deadline):
March 10, 2015
If Guaranty other than a Bond, last day City able to call Guaranty is:
May 10, 2015
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. 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. <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. 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. <u>Indemnification</u>. 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. <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. 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. <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: Flash Resources, LI	<u></u>	1.10	ALBUQUERQUE	
By [ Signature]:		By:	Wy -	•
Name [Print]: Pierre Amestoy, Jr.	•	Bryan	Wolfe, City Engineer	
Title: Managing Member		Dated:	1/4/2014	····
Dated: 3-11-14	***************************************			r 201
,				3.74
<u>SU</u>	BDIVIDER'S	<u>NOTARY</u>		3-26-201
STATE OF New Mexico)				
	) ss.			
COUNTY OF <u>Bernalillo</u> )				
This instrument was acknowledg	ged before me c	on this <u>//</u> day o	of March, 20	<u>14</u> ,
by <u>Pierre Amestoy, Jr.,</u> <u>Managing N</u>	Member of Fla	ish Resources, LL	<u>·C</u> .	
	ĺ	1 Mmue	1 Horear	
OFFICIAL SEAL		Notary Public		
((( Jamie N. Garcia )		U	-la-laun	
NOTARY PUBLIC STATE OF NEW MEXICO		My Commission F	Expires: 3 30 1	**************
My Commission Expires: 3/22/2017			1 1	
	CITYIC N	JOTABN		
	CHISI	NOTARY		
STATE OF NEW MEXICO	)			
	) ss.			
COUNTY OF BERNALILLO	)			
	,	,	, .	
This instrument was acknowledg	ed before me o	on this <u>#</u> day	of April	_>
20 <u>/4</u> , by <u>Bryan Wolfe P.E., City I</u>	Engineer of the	City of Albuquero	jue, a municipal	
corporation, on behalf of said corpora	tion.			
mmmmm	ζ	$\mathcal{L}_{\mathcal{A}}$	200000	
OFFICIAL SEAL	<b>§</b>	Notary Public	ornejo	
NOTARY PUBLIC STATE OF NEW MEXICO	}	INOTALLY LUBILC	U	
My commission expires 7-5-2014	ξ.	My Commission F	xpires: July 5,	2014
manneman	,	ivij Comminasion L	Apricos. Tury of	er l

Project Number: Current DRC

INFRASTRUCTURE LIST

FIGURE 12

(Rev. 9-20-05)

TO SUBDIVISION IMPROVEMENTS AGREEMENT EXHIBIT "A"

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

DRB Project No.: 1002632 DRB Application No.:\_

Date Preliminary Plat Expires: 8/21/14 Date Preliminary Plat Approved: 8/21/13

Date Submitted: 11/08/13

Date Site Plan Approved:\_

PI-40-20 V

THE BOULDERS - PHASE THREE PROPOSED NAME OF PLAT

# EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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 construction drawings, if the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unloreseen items which arise during construction which

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City Cnst	cngineer	\		-			_			_	
	7.	,		_			,	_			
Private	inspector	1	57333388845-55333								
To		Pumice Ridge Rd		Boulder Canyon Rd	Andesite Drive	Flint Rock Drive	110' west of Andesite Drive	110' west of Andesite Drive	Boulder Canyon Rd	South Property Line	
From		115' south of	Geode Rd	Pumice Ridge Rd	Big Rock Drive	Big Rock Drive	Flint Rock Drive	Big Rock Drive	Jagged Peak Rd	Boulder Canyon Ad	
Location		Big Rack Drive		Big Rock Drive	Boulder Canon Road	Pumice Ridge Road	Glass Rock Road	Jagged Peak Road	Flint Rock Drive	Stoney Draw Drive	
Type of Improvement			<ul> <li>Roadway), Curb &amp; Gutter</li> <li>4' Sidewalk (Both Sides)</li> </ul>	Residential Paving, Curb & Gutter 4' Sidewalk (Both Sides)	Residential Paving, Curb & Gutter • 4' Sidewalk (Both Sides)	Residential Paving, Curb & Gutter 4' Sidewalk (Both Sides)	Residential Paving, (Normal Local Roadway), Curb & Gutter	Podewalk (Doll Sudes) Residential Paving, Curb & Gutter  4 Sidewalk (Both Sides)	Residential Paving, Curb & Gutter ' 4' Sidewalk (Both Sides)	Residential Paving, Curb & Gutter ' 4' Sidawalk (Both Sides)	
Size		32' F-F		28' F-F	28' F-F	28' F-F	32' F-F	28' F-F	28' F-F	28' F-F	2000-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-
Constructed	DBC#										
Financially	DHC#				20 Control of the Con						

PAGE 1 OF 4 (rev. 03.17.2011)

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ification City Cnst Engineer	1	,	,	,		_		_	_	_	,	_	1	_	7
Construction Certification Private City Cr	-	_		/	,	_	_		_	-	1	_			
Con: Pri Inspector															_
ę	800' South of Boulder Trail Place	Boulder Canyon Rd	Andesite Drive	110' west of Andesite Drive	Boulder Canyon Rd	South Property Line	West Property Line	Boulder Canyon Rd	Andesite Drive	110' west of Andeslle Orive	Boulder Canyon Rd	South Property Line	Existing Manhole on	APS Pond Andesite Drive	120 It North of Boulder Canyon Rd.
From	900' North of Boulder Trail Place	115' south of Geode Rd	Big Rock Drive	Big Rock Drive	Jagged Peak Rd	Boulder Canyon Rd	Blg Rock Drive	115' south of	Geade Rd Blg Rock Drive	Big Rock Drive	Jagged Peak Rd	Boulder Canyon Rd	Blg Rock Drive	Tract *B*	Boulder Canyon Rd.
Location	Unser Boulevard	Big Rack Drive	Boulder Canon Road	Jagged Peak Road	Fint Rock Drive	Stoney Draw Drive	Tract 'A"	Big Rock Drive	Boulder Canon Road	Jagged Peak Road	Flint Rock Drive	Stoney Draw Drive	Tract 'B'	Boulder Canyon Road	Flint Rock Drive
Type of Improvement	Arterial Paving, Curb & Gutter 10' Paved Trail (West) w/ 13' F.Centerline Median	SAS Grauty Line	SAS Gravity Line $63$	SAS Gravity Line $\frac{1}{2}$	SAS Gravity Line	SAS Gravlty Line	( 3 ) SAS Gravity Line	/2/% Water PVC Line	63! Water PVC Line	$\mathcal{G}_{Mater}^{PVG}$ Water PVG Line	/o 9.0 Water PVC Line	/ 4 g Water PVC Line	VAS ACP Storm Sewer	لان پرند RCP Storm Sewer	6) RCP Storm Sewer
Size	38' F-F	<b>.</b> .8	.8	ů	ia.		\$8	ŧ.	ŧs.	ŧ <sub>B</sub>	<b>.</b> 8	å	24" \A <sup>c</sup>	30" to 36"	24.
Constructed Under DRC #															
Financially Guaranteed DRC #	B-3		F	-		5		29 29			\$7 \ \frac{1}{2}		*.:	<i>j.</i>	

ly Co	ructed	Size	Type of Improvement	Location	From	ţ	Construction Certification Private City Cr	rtification City Cnst
DHC# DRC#							Inspector P.E.	Engineer
		9.247 ac-ft	Detention Pond	Tract 6-A				
		3 4	Floodwall (both sides)	Tract B	East Property Line	West Property Line		
		18" Thick	Dumped Basalt Riprap (D50=12")	Tract B	East Property Line	West Property Line		
		Catch basins a	Catch basins and RCP connections included with storm sewer.	wer.				
7 Kg		Water infrastru	Water infrastructure to include valves, littings, valve boxes, and fire hydrants as required.	, and fire hydrants as required.				
		Sanitary sewer	Sanitary sewer to include manholes and service connections as required.	ns as required.				
		<del>7</del> esidential-atr	Residential atroct-lights-per-DPM:- 🖊					
8-3		ı	Plant Mix Seal Coat (PMSC) $\langle \operatorname{Nor} + \operatorname{Nbc} \cup \operatorname{Ad} \rangle \triangle$	Unser Blvd	Boulder Trail Place	800' South of Boulder Trail Place		

The items lis listing. The	The items listed below are on the CCIP and approved for listing. The Items listed below are subject to the standare	CCIP and app e subject to th	The items listed below are on the CCIP and approved for Impact Fee credits. Signatures fro listing. The Items listed below are subject to the standard SIA requirements.	m the Impact Fee Administra	Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this I SIA requirements.	ed prior to DRB approval of th	his
Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From To	Construction Certification Private City C	cation City Cnst
DRC#	DRC#					Inspector P.E.	Engineer
			44A-sir-asir-asir-asir-asir-asir-asir-asir-				-
						a.	_
				A	Approval of Creditable Items:	Approval of Creditable Items:	;5:
				<u>  E</u>	Impact Fee Admistrator Signature Date	City User Dept. Signature	Date
				NOTES			
		If the site	If the site is located in a floodplain, then the financial of	e Tinancial guarantee will not be released Street lights per City rquirements.	in a tloodplain, then the tinancial guarantee will not be released until the LUMH is approved by FEMA. Street lights per City rquirements.		
·	*Sidewalk fronting resi	dential lots are	Sidewalk fronting residential lots are deferred as shown on the approved Deferral Sidewalk Exhibit.	ewalk Exhibit.	and the second of the second o		
•				Name of the contract of the co			<b>,</b>
κı	Ceriffication of the gra	ding plan is rec	Certification of the grading plan is required for release of financial guarantees.				
່ ຕ	Residential	Street	et Lights per DPM	1			
•							
	AGENT / OWNER			DEVELOPMENT REVIEW	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS		
NIX	VINCENT CARRICA.	PE	del Chi	61-8-13	Corol S. Dum	mont 11-13-13	
	NAME (print)		DRB CHAIR - date		PARKS & RECREATION - date	ate	
	IEBRA WEST, L	),	TRANSPORTATION DEVELOPMENT - date	FLOPMENT - date	AMAFCA - date	***************************************	
M	0/0	11/13/13	alleas 1/07	te 11/13/13			
	SIGNATURE - date		UTILITY DEVELOPMENT - date	MENT - date     1-13-13	- date		
			CITY ENGINEER - date		- date		
			DESIGN REV	DESIGN REVIEW COMMITTEE REVISIONS	8		

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P,	47.0
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PAGE	
D.	

AGENT /OWNER

USER DEPARTMENT

DRC CHAIR

DATE 02-64-14

REVISION

# FINANCIAL GUARANTY AMOUNT

02/11/2014

Type of Estimate: SIA Procedure - B - w/F.G.

Project Description:

Project ID #: 761788, The Boulders Phase 3, Phase/Unit #: 1

Requested By: Vince Carrica, PE

Approved estimate an	nount:	\$383,369.08
Contingency Amount:	0.00%	\$.00
Subtotal:		\$383,369.08
NMGRT	7.00%	\$26,835.84
Subtotal:		\$410,204.92
Engineering Fee	6.60%	\$27,073.53
Testing Fee	2.00%	\$8,204.10
Subotal:		\$445,482.56
FINANCIAL GUARANT	Y RATE	1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARAI	NTY REQUIRED	\$556,853.20

APPROVAL:

DATE:

2-11-14

Notes: SIA B-2, 0% Contingency, Unser Improvements, Engineers Estimate and Plans Have Not Beeen Approved

# 2<sup>nd</sup> EXTENSION AGREEMENT Procedure "B"

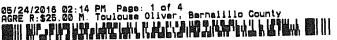
PROJECT NO. <u>761788</u>	
This Agreement made this Haday of	r:)
WHEREAS, the City and the Subdivider entered into an Agreement on the <u>4th</u> day of <u>Apri 2016</u> , which was recorded in the office of the Clerk of Bernalillo County, New Mexico on <u>April 10 2014</u> , pages <u>1</u> through <u>11</u> , Document No. <u>2014028549</u> ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the <u>10th</u> day of <u>March 2015</u> ; and	<u>),</u>
WHEREAS, the Earlier Agreement was amended by a 1st Extension Agreement dated October 13, 2015 recorded October 13, 2015, pages 1 through 4, Document No. 2015089467 records of Bernalillo County, New Mexico, extending the construction deadline to March 10, 2016 and	<u>(</u> ;
WHEREAS, the Earlier Agreement was amended by aExtension Agreeme dated	nt s v
WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and	
WHEREAS, the City is willing to grant Subdivider an extension of time in which to comple construction of all or part of the improvements, provided the Subdivider posts an acceptable financi guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; ar	al
WHEREAS, the Subdivider is able to provide the required financial guaranty;	
NOW THEREFORE in consideration of the above and the mutual promises contained hereig	n

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

- A. For all improvements, the 10th day of March, 2017.
- B. On portions of the improvements as follows:

Doc# 2016046944

the parties agree:



IMPROVEMENTS	COMPLETION DATE
2. With this Extension Agreement, Subdiffinancial guaranty:	vider has provided the City with the following
Type of Financial Guaranty: Letter of Credit	<i>\$ 5009</i>
Amount: <u>\$ 556,853.20</u> Name of Financial Institution or Surety provid  Los Alamos National Bank	ing Guaranty:
Date City first able to call Guaranty (Construct March 10, 2017	tion Completion Deadline):
If Guaranty other than a Bond, last day City ab May 10, 2017	le to call Guaranty is:
Additional information:	
3. The parties agree that all terms and con with this Extension Agreement shall remain valid, in f executing this Agreement, the parties only intention is established in the Earlier Agreement and establish a re City.	to extend the construction completion deadline
Executed on the date stated in the first paragraph of the	is Agreement.
SUBDIVIDER: Flash Resources, LLC	ITY OF ALBUQUERQUE:
By [signature]:  Name [print]: Pierre Amestov, Jr.  Title: Managing Member  Dated: 3-2-/6	By: Shahab Biazar, City Engineer Dated:

# SUBDIVIDER'S NOTARY

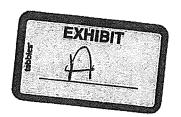
STATE OF New Mexico ) ss.	,
This instrument was acknowledged before	ore me on this $2md$ day of $Manh$ ,
20 by Pierre Amestoy, Jr., Managing Me	mber, of Flash Resources, LLC.
(SEAL)	Notary Public
My Commission Expires:	OFFICIAL SEAL Jaimio N. Garcia
3222011	NOTARY PUBLIC STATE OF NEW MEXICO  My Commission Expires: 3:22-2017
CITY	'S NOTARY
STATE OF NEW MEXICO ) ) ss. COUNTY OF BERNALILLO)	
This instrument was acknowledged before	ore me on this $\mathcal{Q}\mathcal{A}^{\dagger}$ day of $\mathcal{M}_{\mathcal{A}}\mathcal{A}$
	City of Albuquerque, a municipal corporation, or
(SEAL)	Notary Public
My Commission Expires:	
10-17-16-	
The state of the s	

X:\SHARE\Design Review\Design Review Forms\Figure 18 SIA extension

Revised 7/28/11 3 of 3



## OFFICIAL NOTICE OF DECISION



CITY OF ALBUQUERQUE PLANNING DEPARTMENT DEVELOPMENT REVIEW BOARD

Project# 1002632

15DRB-70196 -- 2 YEAR SUBDIVISION IMPROVEMENT AGREEMENT EXTENSION (2YR SIA)
15DRB-70197 2 YEAR SUBDIVISION IMPROVEMENT AGREEMENT EXTENSION (2YR SIA)

TIERRA WEST LLC agents for FLASH RESOURCES, LLC request the referenced above actions for THE BOULDERS PHASE III zoned R-LT, located on the west side of UNSER BLVD NW bewteen PARADISI BLVD NW and PASEO DEL NORTE NW containing approximately 18.97 acres. (B-10 & 11)

At the Development Review Board meeting, year extensions of the Subdivision Improvements Agreements were approved

If you wish to appeal this decision, you must do so by was because, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Jack Cloud, DRB Chair

. 2



## **IRREVOCABLE LETTER OF CREDIT**

Borrower:

Flash Resources, LLC

4461 Irving Blvd NW

Albuquerque, NM 87114-4286

Lender:

Los Alamos National Bank Los Alamos Main Office 1200 Trinity Drive Los Alamos, NM 87544

Beneficiary: City of Albuquerque PO Box 1293

Albuquerque, NM 87103

NO.: 5009

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-10-2017 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Hundred Fifty-six Thousand Eight Hundred Fifty-three & 20/100 Dollars (\$556,853.20) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Los Alamos National Bank IRREVOCABLE LETTER OF CREDIT NO. 5009 DATED 05-10-2016," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction. Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of New Mexico.

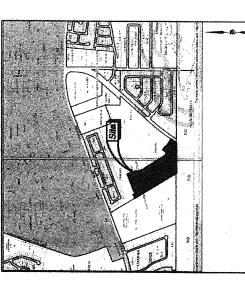
EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

DESCRIPTION OF CHANGE IN TERMS. Letter of Credit #5009, dated March 10, 2014, is hereby extended from May 10, 2016 to May 10, 2017.

IRREVOCABLE LETTER OF CREDIT (Continued)

Loan No: 5009 Page 2 PROJECT SUBDIVISION. Unser Extension. Dated: May 2, 2016 LENDER: LOS ALAMOS NATIONAL BANK Brian John McKelvey, Commercial Loan Officer **ENDORSEMENT OF DRAFTS DRAWN:** Amount In Words Amount In Figures Date Negotiated By

Lase/Pro, Ver. 15.5.20.036. Coor. Di-H USA Corporation 1897. 2016. All Rights Reserved. INM. HICFRIP, CA3LOC FC. TR 5383. PR-24



Zone Atlas Map No. B-10-Z and B-11-Z

# Subdivision Data:

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Disclosure Statement:

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# Solar Note:

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# Public Utility Easements

THIS PLAT SHOWS EXISTING RECOMMED AND APPARENT EASEMENTS AS NOTED.

- <u>EURICOLUBIES ERBERTE</u> SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF
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# Legal Description

SEE SHEET 5 OF 5 FOR LEGAL DESCRIPTION

- 1. UNLESS OTHERMSE NOTED, ALL BOUNDARY CORNERS SHOWN THUS ♥ ARE MARKED BY A SET NO. 4 REBAR W/YELLOW PLASTIC CAP STAMPED PS "11993".
- BOUNDARY IS THED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM AS SHOWN.
- MANHOLES WIL BE OFFSET AT ALL POINTS OF CURVATURE, POINTS OF TANGENCY, STREET INTERSECTIONS, AND ALL OTHER ANGLE POINTS TO ALLOW USE OF CENTERLINE MONUMENTATION.
- MINIMUM LOT SIZE-4000 SF; MINIMUM LOT WIDTH-40".
- ALL RIGHT OF WAY CURB RETURN RADII ARE 20" UNLESS OTHERWISE SHOWN
- THERE IS A 10' MIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL R.O.W. LINES GRANTED BY THIS PLAT.
- BEARINGS SHOWN ARE GRID BEARINGS (NEW MEXICO STATE PLANE CENTRAL ZONE NAD 1983). ALL DISTANCES ARE GROUND DISTANCES-US SURVEY FOOT.
- THIS PROPERTY LES WITHIN THE TOWN OF ALAMEDA GRANT, PROJECTED SECTIONS 10 AND 11, TOWNSHIP IT NORTH, RAMEE 2 EAST, HIMFOM, CITY OF ALBUDGEROUE, BERNALLLO COUNTY, NEW MEDICO.
- 11. PLAT SHOWS ALL EASEMENTS OF RECORD.
- 12. THE PROPERTY ON THIS PLAT IS SUBJECT TO A PRE-DEVELOPMENT FACULIES FEE AGREEMENT WITH THE ALBUCUEROUE PUBLIC SCHOOLS RECORDED ON \$\frac{1.6.7\_{\text{s}}}{1.6.7\_{\text{s}}} \text{in} AS DOCUMENT NO. \frac{2.9.14}{9.5} \text{0.3} \text{0.9} \text{0.9}

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# Free Consent and Dedication

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SAID OWNER DOES HEREBY DEDICATE ALL STREETS AND PUBLIC RICHTS OF WAY SHOWN HEREON TO THE CITY OF ALBUQUEROUE IN FEE SIMPLE WITH WARRANTY COVENANTS.

MANAGING MEMBER FLASH RESOURCES, LLC A NEVADA LIMITED LIABILITY COMPANY **Acknowledgment** STATE OF NEW MEXICO ) SS COUNTY OF BERNALILLO)

OFFICIAL SEAL METARY IN THE SEAL STATE OF WENCE STA

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INDEXING INFORMATION FOR COUNTY CLERK
WINTER FLASH RESOURCES, LLC
SECTION LO AND LI TOWNSHIP II M, RANGE 2.E.
SLICHMASION THE, SQULDERS, FHASE, III.

# The Boulders Phase III

Albuquerque, Bernalillo County, New Mexico March 2014

Project No. 1002632

Application No. 14DRB-70251

S-15-19 5-15-2014 Utility Approvals Jennando 1

DATE S/10/14 OWEST CORPOR

City Approvals

07-23-14 DATE 5-20-14 DATE 07/23/19 7-23-14 DATE TRANSPORTATION DEPARTMENT PLOSTA CASO S. DUMNONT PARKS AND RECREATION DEPARTMENT aller bester

7-23-14 7-23-14 and a che Suit a Chen

2.23-16

DRB CHAIRPERSON, PLANNING DEPARTMENT

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# Surveyor's Certificate

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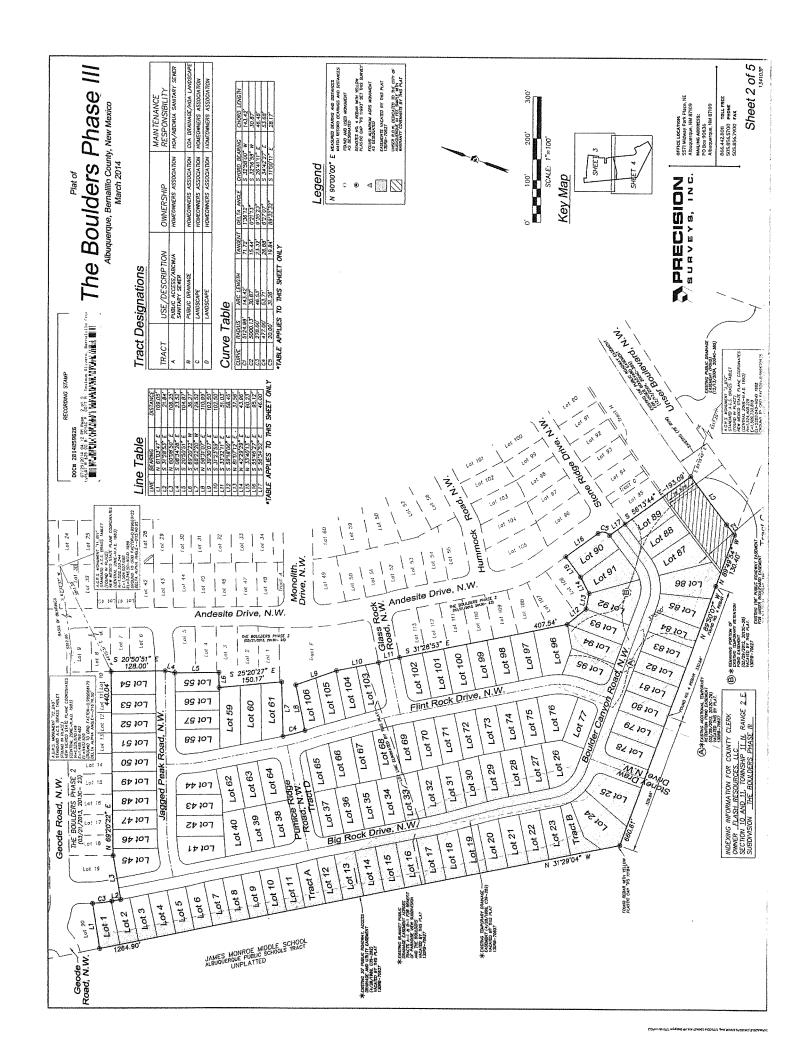
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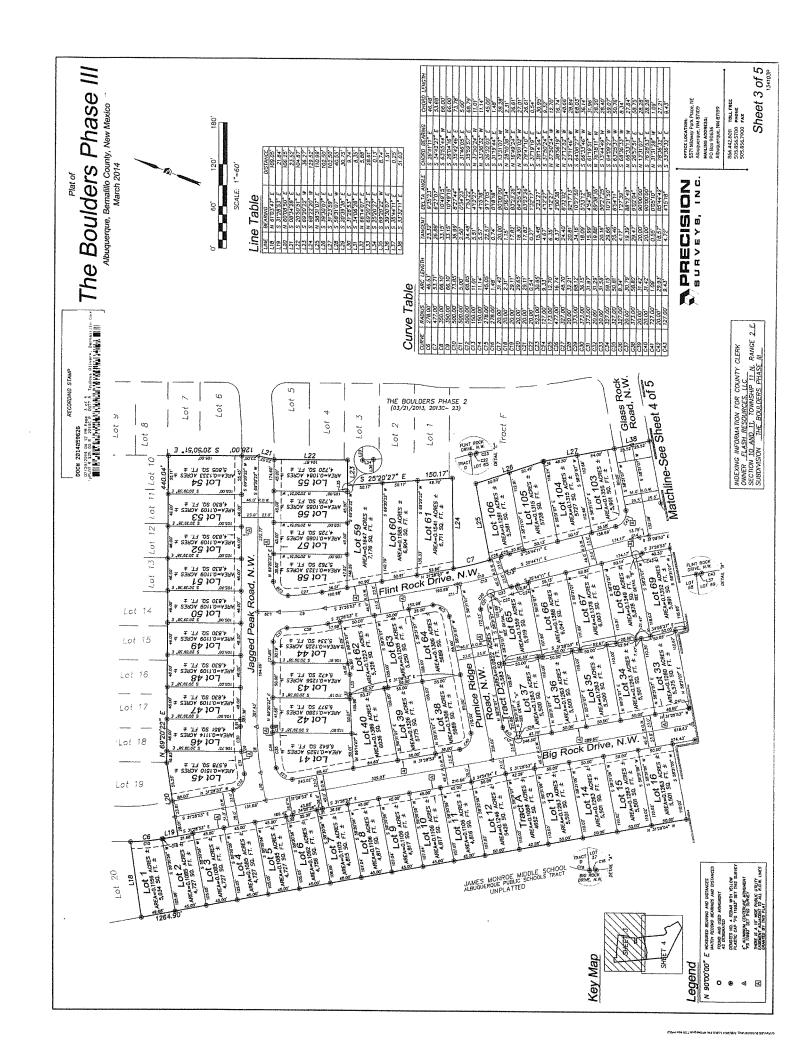
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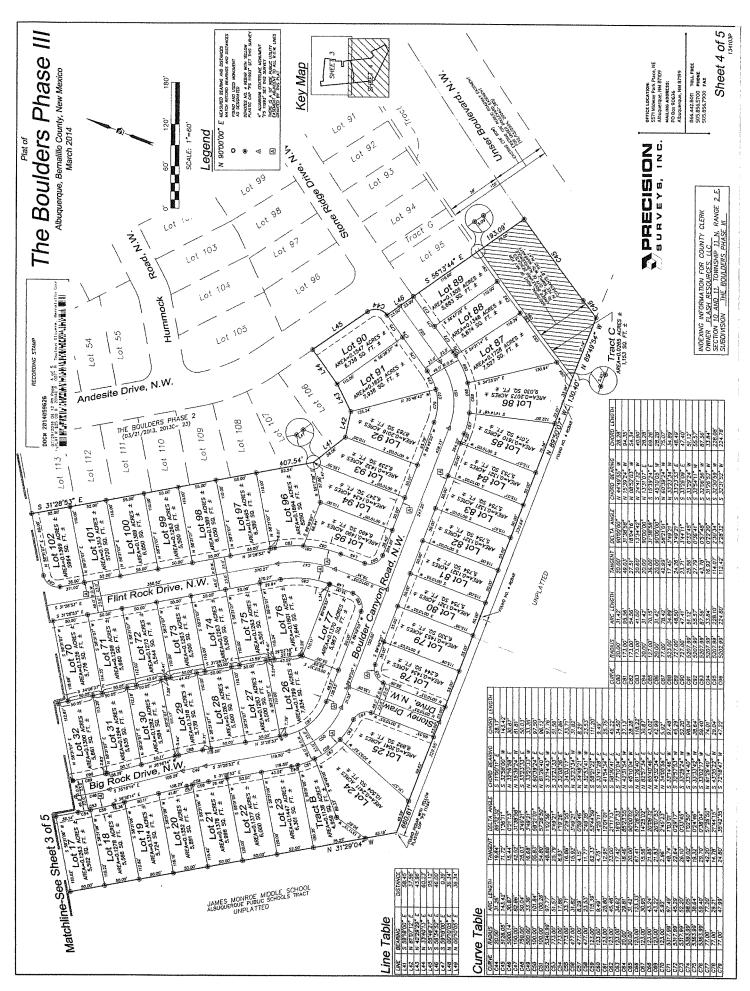
OFFICE LOCATION:
5571 Michaey Park Pisce, NE
Alkueuerne, NH 87109
MAILING ADDRESS:
PO BOX 90628
Alkueuerque, NM 87199 **のこのく言く思、ことの.** 

866.442.8011 TOLL FREE 505.856.5700 PHONE 505.856.7900 FAX

Sheet 1 of 5







# Legal Description

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BECHANG AT THE WORTHEST CONDITION OF THE DESCONDED TRACT MAKED BY A SET NO. 4 REBAR WITH TELLOW PLASTO CAPP SET 1932. FROM WHENCE A TRE TO ALBOOKEROLE GEORGA-HIP REPUBLIC. SYSTEM MONIMARY TILEN'S HET 1965 R. A DISTANCE OF JUSTILOS CREET.

THENCE FROM SAID POINT OF BEGINNING, S 20'30'SI" E, A DISTANCE OF 128.00 FEET TO AN ANCLE POINT OF THE DESCRIBED TRACT LYING AT THE CENTERLINE OF JAGGED PEAK ROAD, M.M.;

THENCE LEAVING SAID CAPITEDING. S OUST-3"F. E. A DISTANCE OF 2135 PEET TO AN ANGLE POINT OF THE DESCRIBED THACE LINNE ON THE SOUTH RIGHT OF WINT LINE OF JAIGGED FEAK ROAD, N.H. MARKED FA A SET NO. A REBARK MITH TELLOW LASTO CAP "PS 11993".

THENCE ALONG SAID WEST RIGHT OF WAY LINE S 31/28'53" E, A DISTANCE OF 21.84 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO, 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993"; THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A MON-TANGENT CURNE TO THE LEFT HANNG A RAQUES OF ZRADA FEET, AM ARCHISTOF OF SAISSETT, A DETLY ANGLE OF OSSIZST, WITH A CHORD PERVINE OF S. SEMITH'E A MAY A CHORD LEICHT OF 48-48 FEET TO AN ARCE FOUNT OF THE DESCRIBED THACH MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993".

THENCE CROSSING SAID RIGHT OF WAY IN GOUB'SO' E, A DISTANCE OF 106,25 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993"; PENCE N 6920/22" E, A DISTANCE OF 44004 FEET TO THE MORPHEZIS COMBER AND THE POWT OF BEDWAND OF THE DESCRIBED TRACT CONTINUME IS 6962 ACCRSS (CB2,D2) SQUARE FEET) MORE ON PHAZE IS SUBDIVISIONE TRACTS A, B, C, AND D, AND LOTS ! THROUGH TOS, INCLUSIVE, THE BOLLDERS PHAZE IS SUBDIVISION.

THENCE LEAWIG SAID SOUTH RICHT OF WAY LINE. S 20'30'S1" E, A DISTANCE OF 104.87 FEET TO AN MACE POWT OF THE DESCRIBED TRACT MANKED BY A SET NO. A REDAY WITH YELLOW PLASTIC CAP "PS 11993".

THENCE S 6920'22" W, A DISTANCE OF 36.27 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993": THENCE S. 25.20'27" E. A DISTANCE OF 150.17 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE S 68'22'20" M. A DISTANCE OF 129.25 FEET TO AN ANICE POINT OF THE DESCRIBED TRACT LINE ON THE EAST RIGHT OF WAY LINE OF FLINT ROCK ORME. M.W. MARKED BY A SET NO. 4 REBAR WITH TELLOW PLASTIC CAP PS. 11995";

THENCE, ALCHO THE SAUD EAST RIGHT OF WAY LINE THROUGH A NOW-TANGENT CURVE. TO THE LLET THANNO A RAQUIS OF ATJOOD FEET, AN AM CLEDATHOF GESAT FEET. A DELIA MANCE OF 027507," MITH HONDON DEFINING OF 3.549277. E, AND A CHRON LENGTH OF 5.5388 FEET TO AM ANCE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. A REBAR MITH YELLOW PLASTIC CAP "PS 11993."

THENCE LEANNG SAID EAST RIGHT OF WAY LINE, N. 3617107" E, A. DISTANCE OF 110.09 FEET TO AM ANGE, POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11895",

THENCE S 3930'07" E, A DISTANCE OF 102.50 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE S 312YS9\*E, A GISTANCE OF 102.50 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT. INNE ON THE NORTH RIGHT OF THY LUNE OF GLASS ROCK ROUG, N.H. MARKED BY A SET NO. 4 REBAN THIN FELLOW PLASTIC CAP PS 11987;

THENCE CROSSING SAID RIGHT OF WAY, S.333911" E. A DISTANCE OF SLOJ FEET TO AM ANGLE POINT OF THE CESCRIBED THACH LIVING ON THE SAID SOUTH RIGHT OF WAY LINE MARKED BY A SET NO. 4
FEBRA WHY TELLINE HASHIC CAP "PS 11893";

THENCE S 3) 7853. E. A DISTANCE OF 407.54 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE S. 5978'00" E. A DISTANCE OF 38.45 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE N BYO712" E, A DISTANCE OF 37.56 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993".

THENCE N 42'29'29" E. A DISTANCE OF 43.96 FEET TO AN ANGLE POWT OF THE DESCRIBED TRACT MARKED BY A SET NO: 4 REBAR WITH YELLOW PLASTIC CAP "PS. 11993";

PHENCE N. 1349(1)" E, A DISTANCE OF 60.23 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT LYNIG THE MEST RIGHT OF WAY LINE OF ANDESTE DRIVE, N.W. MARKED BY A SET NO. 4 REDAR WITH PELLOR PLATED CAP "79 1993". THÉNICE ALONG SAID WEST RIGHT OF WAY LINE S 56/16/27" E, A DISTANCE OF 95/12 FEET TO A FOUNT OF CHANGING OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW FLASTIC CAP "PS 11893",

THENCE CROSSING SAID RIGHT OF WAY, S 363-452" E, A DISTANCE OF 46.00 FEET TO AN ANDLE POINT OF THE OSSENBED THACK I LINKE ON THE SOUTH RIGHT OF WAY LINE MANKED BY A SET NO. 4 REBAR WITH TELLOW PLASTIC CAP "PS 1993".

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THENCE LEANING SAID RIGHT OF WAY LINE, S 3813'44" E, A DISTANCE OF 193.09 FEET 10 THE LESTERMORD CONRER OF THE DESCRIBED TRACT LYING ON THE NORTH RIGHT OF WAY LINE OF UNSER BOULEWRID, N.M.;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE MEXT THO CALLS, ALONG A HOH-TANGENT OLDINE OF THE SEET, AN ARC LEET, AN ARC LEET, A DELTA MOSLE OF CHACK PEET, A A BELTA MOSLE OF CHACK THENCY OF SAZESSOO, A AND A CHORD LENGTH OF 143.42 FEET TO A POWIT OF REVERSE CHPHATURE OF THE DESCRIBED TRACE!

THE REPORT OF A RESPONSE CHIEF TO THE REPORT ALONG SON HOUSEN REGIST OF WAY LIVE TO THE MONTH WHANG A RANGE OF SONIS TEET, AN ARC EDGEN OF SONIS TEET, AND A CHORD LENGTH OF 20G7 FEET TO THE SOUTHWEST CORNERS. OF THE DESIGNED THACK.

THEWCE LEAVING SAID CENTERLING IN 8049'54" W. A DISTANCE OF 130,40 FEET TO AN ANGLE POINT OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993"; THENCE N 89'50'07" W, A DISTANCE OF 660,61 FEET TO THE SOUTHWEST CORNER OF THE DESCRIBED TRACT MARKED BY A FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993".

THENCE N 3128'04" W. A DISTANCE OF 1284.80 FEET TO THE NORTHWEST CORNER OF THE DESCRIBED TRACT MARKED BY A SET NO. 4 REBAR WITH YELLOW PLASTIC CAP "PS 11993";

THENCE N BITU'ST'E, A DISTANCE OF 109.05 FEET TO AN ANGLE PORNT OF THE DESCRIBED TRACT LING ON THE NEST RIGHT OF WAY LINE OF BIG ROOK DRIVE, N.W. MARKED BY A SET NO. 4 REBAR WITH FLLOW PLASHIC OFF 'PS 11993';

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Albuquerque, Bernalillo County, New Mexico

The Boulders Phase III

Plat of

March 2014

OFFICE LOCATION: 5571 Midway Park Place, NE Albuquerque, INA 87109 MAILING ADGRESS; PO Box 90636 Albuquerque, NM 87199

Sheet 5 of 5

PRECISION SURVEYS, INC.

INDEXING INFORMATION FOR COUNTY CLERK
WINDER FLASH RESOURCES, LIC.
SECTION 10 AND 11 TOWNSHIP 11 IN RANGE 2 E, SUBDINSION ... THE BOULDERS PHASE III.