

# Bohannon Huston

June 13, 2017

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

[www.bhinc.com](http://www.bhinc.com)

voice: 505.823.1000  
facsimile: 505.798.7988  
toll free: 800.877.5332

Jack Cloud, Chair  
Development Review Board  
City of Albuquerque  
600 Second Street NW  
Albuquerque, NM 87102

Re: Wilderness Canon at High Desert (Tract A-1, Wilderness Canon)  
Final Plat -DRB 1004989

Dear Mr. Cloud:

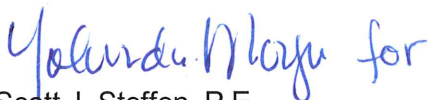
Enclosed for Development Review Board (DRB) preliminary plat review and comment are copies of the following information:

- Application for Development Review
- From S3
- Six (6) copies of Final Plat
- Three (3) copies of the perimeter wall plan (Exhibit C)
- Zone Atlas Map
- Copy of Recorded SIA
- Digital Copy
- Submittal Fees

Tract A-1 is located south of The Wilderness Village and Compound. It is bounded by High Desert Place to the north, the Embudito Arroyo to the south, City of Albuquerque Open Space (Tract OS-5) and trail to the east and an Open Space Easement owned by High Desert Residential Owners Association, Inc. to the west.

This final plat is being presented to the Development Review Board for purpose of obtaining City review and approval. We request that this item be scheduled for the June 21<sup>st</sup> DRB hearing. Please don't hesitate to contact me at 823-1000 with questions or comments.

Sincerely,



Scott J. Steffen, P.E.  
Vice President  
Community Development & Planning

YPM  
Enclosures

cc: Scott Schiabor, Mesa Verde Development

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲



Supplemental form

**SUBDIVISION**

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

**SITE DEVELOPMENT PLAN**

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

**STORM DRAINAGE (Form D)**

- Storm Drainage Cost Allocation Plan

**S Z ZONING & PLANNING**

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- APPEAL / PROTEST of...**
- Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

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

**APPLICATION INFORMATION:**

**Professional/Agent** (if any): Bohannan Huston, Inc (Scott Steffen) PHONE: (505) 823-1000  
 ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988  
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

**APPLICANT:** Mesa Verde Development Co. PHONE: (505) 828-9900  
 ADDRESS: 8300 Carmel Ave NE FAX: \_\_\_\_\_  
 CITY: Albuquerque STATE NM ZIP 87122 E-MAIL: rbeltramo@gcinm.com  
 Proprietary interest in site: Owner List all owners: \_\_\_\_\_

**DESCRIPTION OF REQUEST:** Final Plat Approval

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

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

Lot or Tract No. Tract A-1 Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Wilderness Canon at High Desert  
 Existing Zoning: SU-2/HD R-R Proposed zoning: SU-2/HD R-R MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): F-23 UPC Code: 10230614924510167

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX, Z, V, S, etc.): 1004404-15DRB-70048, 1004989-15DRB-70326, 70327, 70328, 70329

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill?  No  
 No. of existing lots: 1 No. of proposed lots: 19 Total area of site (acres): 3.9653  
 LOCATION OF PROPERTY BY STREETS: East of Tramway Boulevard  
 Between: South of High Desert Place and West of Tract A, Forest Service Land  
 Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: \_\_\_\_\_

SIGNATURE Yolanda Mayer DATE 6/12/17  
 (Print) Yolanda Mayer for Scott Steffen Applicant:  Agent:

**FOR OFFICIAL USE ONLY**

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

Form revised 4/07

Project # \_\_\_\_\_

Planner signature / date \_\_\_\_\_

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

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

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

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

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

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

**Extension of preliminary plat approval expires after one year.**

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

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

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

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

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

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

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

**Amended preliminary plat approval expires after one year**

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

Yolanda Padilla Moyer  
Applicant name (print)  
Yolanda Padilla Moyer  
Applicant signature / date



Form revised **October 2007**

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

\_\_\_\_\_  
Planner signature / date

Project # \_\_\_\_\_

**1<sup>st</sup> EXTENSION AGREEMENT**  
**Procedure "B"**

**PROJECT NO. 703782**

This Agreement made this 17<sup>th</sup> day of March, 2017, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and **ABQ Development, LLC** (Subdivider"), whose address is **8300 Carmel Ave NE, Ste. 401, Albuquerque, NM 87122** and whose telephone number is **505-828-9900**, is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 28<sup>th</sup> day of **March 2016**, which was recorded on 29<sup>th</sup> day of **March, 2016**, pages 1 through 12, as Document No. **2016029050** in the records of Bernalillo County Clerk, State of New Mexico ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 16<sup>th</sup> day of **March, 2017**; and

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 complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

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 16<sup>th</sup> day of **March, 2018**.

B. On portions of the improvements as follows:

IMPROVEMENTS

COMPLETION DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Doc# 2017026797**

03/20/2017 03:12 PM Page: 1 of 7  
AGRE R:\$25.00 Linda Stover, Bernalillo County



2. With this Extension Agreement, Subdivider has provided the City with the following financial guaranty:

Type of Financial Guaranty: Letter of Credit No. 1047  
Amount: \$717,271.21  
Name of Financial Institution or Surety providing Guaranty: US Eagle Federal Credit Union  
Date City first able to call Guaranty (Construction Completion Deadline): March 16, 2018  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: May 16, 2018  
Additional information: \_\_\_\_\_

3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: ABQ Development, LLC

By [signature]: \_\_\_\_\_

Name [print]: Scott Schjabor

Title: Managing Member

Dated: March 6, 2017

CITY OF ALBUQUERQUE:

By: \_\_\_\_\_

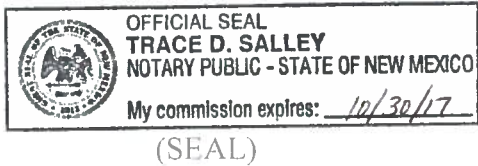
Shahab Biazar, P.E., City Engineer

Dated: 3/17/17

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 6<sup>th</sup> day of March, 2017 by Scott Schiabor, Managing Member of ABQ Development, LLC.



Trace D. Salley  
Notary Public

My Commission Expires: 10/30/17

CITY'S NOTARY

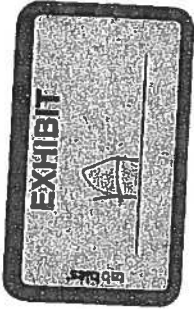
STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF BERNALILLO )

This instrument was acknowledged before me on 17<sup>th</sup> day of March, 2017 by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Linda G. Evans  
Notary Public

My Commission Expires: 10-17-20



Date Submitted: 2/9/2016  
 Date Site Plan Approved: 10-2-1-1  
 Date Preliminary Plat Approved: 10-2-1-1  
 Date Preliminary Plat Expires: 10-2-1-1  
 DRB Project No. 1004989

Figure 12

AMENDED INFRASTRUCTURE LIST

EXHIBIT "A"  
 TO SUBMISSION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D R B ) REQUIRED INFRASTRUCTURE LIST

WILDERNESS CANON  
 (TRACT A-1, WILDERNESS CANON AT HIGH DESERT)

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 determines that apparatus items and/or utilities items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that apparatus or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and sign-off/over. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
<b>PRIVATE ROADWAY IMPROVEMENTS - ON-SITE</b>									
		20' F-F (IN)	RESIDENTIAL PAVING W/ PCC	ELEVADA TRAIL	HIGH DESERT PLACE	LOT 17	/	/	/
		20' F-F (OUT) W/ 6' MEDIAN	CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE**	ELEVADA TRAIL			/	/	/
		25' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE**	ELEVADA TRAIL	LOT 17	PIEDRA ALTA LANE	/	/	/
		26' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE**	PIEDRA CANTO WAY	PIEDRA CANTO WAY TERMINUS	ELEVADA TRAIL	/	/	/
		25' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE**	PIEDRA CERRO WAY	PIEDRA CERRO WAY TERMINUS	ELEVADA TRAIL	/	/	/
		25' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE**	PIEDRA ALTA LANE	NORTH PIEDRA ALTA ALTA TERMINUS	SOUTH PIEDRA ALTA ALTA TERMINUS	/	/	/

\*\*ALL SIDEWALKS TO BE DEFERRED

\*SIDEWALK TO BE WAIVED FRONTING LOTS 1-2, 18-19 AND ADJACENT TO LOTS 10, 12, 14, 15

\*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

SIA Sequencia #	COA DRC Project #

Size	Type of Improvement
<b>PUBLIC WATERLINE IMPROVEMENTS - ON-SITE</b>	
10" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS
6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS
6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS
10" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS
6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS
	REMOVAL OF EXISTING 6" WATERLINE

Location	From	To	Private Inspector	City Inspector	City Crst Engineer
ELEVADA TRAIL	HIGH DESERT PLACE	PIEDRA CERRO WAY	/	/	/
ELEVADA TRAIL	PIEDRA CERRO WAY	PIEDRA ALTA LANE	/	/	/
PIEDRA CANTO WAY	ELEVADA TRAIL	PIEDRA ALTA LANE	/	/	/
PIEDRA CERRO WAY	SOUTH PROPERTY BOUNDARY (LOT 13)	ELEVADA TRAIL	/	/	/
PIEDRA ALTA LANE	PIEDRA CANTO WAY	SOUTH PIEDRA ALTA ALTA TERMINUS (LOT 9)	/	/	/
LOTS 13-17	LOT 13	HIGH DESERT PLACE	/	/	/

**PUBLIC SANITARY SEWER IMPROVEMENTS - ON-SITE**


8" DIA	SANITARY SEWER W/ NEC. MFS & SERVICES
8" DIA	SANITARY SEWER W/ NEC. MFS & SERVICES
8" DIA	SANITARY SEWER W/ NEC. MFS & SERVICES
8" DIA	SANITARY SEWER W/ NEC. MFS & SERVICES

ELEVADA TRAIL	HIGH DESERT PLACE	PIEDRA ALTA LANE	/	/	/
PIEDRA CANTO WAY	PIEDRA CANTO WAY TERMINUS	ELEVADA TRAIL	/	/	/
PIEDRA CERRO WAY	PIEDRA CERRO TERMINUS	ELEVADA TRAIL	/	/	/
PIEDRA ALTA LANE	NORTH PIEDRA ALTA ALTA TERMINUS	SOUTH PIEDRA ALTA ALTA TERMINUS	/	/	/



SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
18" DIA	RCP W/ NEC MHS, LATERALS & INLETS	PIEDRA CANTO WAY	LOT 3	PIEDRA ALTA LANE TERMINUS (LOT 5)
24" DIA	RCP W/ NEC MHS, LATERALS & INLETS	PIEDRA CANTO WAY	ELEVADA TRAIL	LOT 3
24" DIA	RCP W/ NEC MHS, LATERALS & INLETS	ELEVADA TRAIL	LOT 14	HIGH DESERT PLACE
24" DIA	RCP W/ NEC MHS, LATERALS & INLETS	HIGH DESERT PLACE	ELEVADA TRAIL	NORTH END OF LOT 1 EX SD MANHOLE
REMOVE 24" DIA	RCP W/ NEC MHS, LATERALS & INLETS	LOT 1	HIGH DESERT PLACE	EXISTING POND SD TERMINUS
NOTE	A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEES			

Private Inspector	City Inspector	City Cst Engineer

**DRAINAGE IMPROVEMENTS - OFF-SITE**


4' - 5" WIDE	LINED SWALE	OPEN SPACE	LOT 8	EXISTING NATURAL SWALE - ACROSS FROM LOT 5
4" WIDE	TRAIL IMPROVEMENTS	OPEN SPACE	LOT 9	TRACT 13-B-2 HDROA TRACT
2" WIDE	COBBLE "V"	BACK PROPERTY LINE IN OPEN SPACE ADJ TO WALL	LOT 6	LOT 8
30" SD W/ TRIPLE GRATE TYPE "D" INLET	SEDIMENTATION POND #2 IMPROVEMENTS	TRACT 13-B-3 HDROA TRACT	HIGH DESERT PLACE	SEDIMENTATION POND #2

Private Inspector	City Inspector	City Cst Engineer



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

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT is made this 28<sup>th</sup> day of March, 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 **ABQ Development LLC** ("Subdivider"), an **Alaska Limited Liability Company**, whose address is **8300 Carmel Avenue NE, Suite 401, Albuquerque, NM 87122** and whose telephone number is **(505) 828-9900**, 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 **Tract A-1, Wilderness Cañon at High Desert**, recorded on **August 19, 2008**, Book **2008C**, page **0188**, as Document No. **2008093695** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by **ABQ Development LLC** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Wilderness Cañon at High Desert** 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 16, 2017**, ("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. **703782**.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development



Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Volume 1, Chapter 5, Work Order Process, and Figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements, or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The Subdivider complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.25%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Surv-Tek, Inc., and construction surveying of the private Improvements shall be performed by Surv-Tek, Inc. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Smith Engineering Company and inspection of the private Improvements shall be performed by Smith Engineering Company, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Geo-Test, Inc., and field testing of the private Improvements shall be performed by Geo-Test, Inc., both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides

all field testing results, reports and related data to the City which the City requires for review. The Subdivider shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Subdivider shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

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

Type of Financial Guaranty: Letter of Credit No. 1047  
Amount: \$717,271.21  
Name of Financial Institution or Surety providing Guaranty: US Eagle Federal Credit Union  
Date City first able to call Guaranty (Construction Completion Deadline):  
March 16, 2017  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: May 15, 2017  
Additional information: \_\_\_\_\_

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

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

10. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Subdivider must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the S.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents,

representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.



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

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

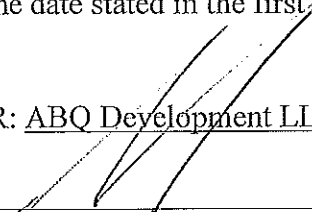
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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

22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: ABQ Development LLC

By: 

Name: Scott Schiabor

Title: Managing Member

Dated: 3/16/16

CITY OF ALBUQUERQUE

By: 

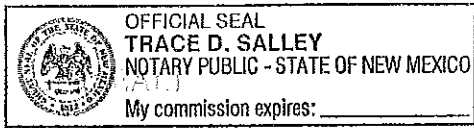
RPA Shahab Biazar, P.E., City Engineer

SD Dated: 3-28-16

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 16<sup>th</sup> day of March, 2016, by Scott Schiabor, Managing Member of ABQ Development LLC.



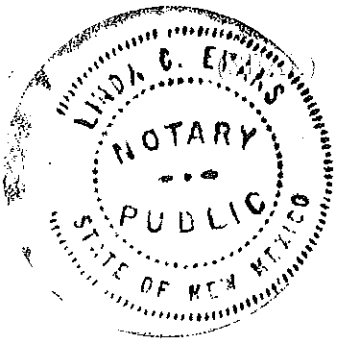
Trace D. Salley  
Notary Public

My Commission Expires: 10/30/17

CITY'S NOTARY

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

This instrument was acknowledged before me on this 28<sup>th</sup> day of March, 2016, by Curtis Chervin Fox by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Linda C. Evans  
Notary Public

My Commission Expires: 10-17-16

[EXHIBIT A ATTACHED]

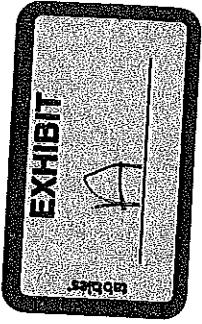


Figure 12

AMENDED INFRASTRUCTURE LIST

EXHIBIT "A"  
TO SUBMISSION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

WILDERNESS CANON  
(TRACT A-1, WILDERNESS CANON AT HIGH DESERT)

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 determines that applicant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that applicant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Current DRC  
Project No

2/9/2015

Date Submitted:  
Date Site Plan Approved:  
Date Preliminary Plat Approved:  
Date Preliminary Plat Expires:

DRB Project No 1004989

SIA Sequence #	COA ORC Project #

Size	Type of Improvement	Location	From	To
<b>PRIVATE ROADWAY IMPROVEMENTS - ON-SITE</b>				
20' F-F (IN)	RESIDENTIAL PAVING W/ PCC	ELEVADA TRAIL	HIGH DESERT PLACE	LOT 17
20' F-F (OUT) W/ 6' MEDIAN	CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE *†			
20' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE *†	ELEVADA TRAIL	LOT 17	PIEDRA ALTA LANE
20' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE *†	PIEDRA CANTO WAY	PIEDRA CANTO WAY TERMINUS	ELEVADA TRAIL
20' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE *†	PIEDRA CERRO WAY	PIEDRA CERRO WAY TERMINUS	ELEVADA TRAIL
20' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE SIDEWALK ON ONE SIDE *†	PIEDRA ALTA LANE	NORTH PIEDRA ALTA ALTA TERMINUS	SOUTH PIEDRA ALTA ALTA TERMINUS

Private Inspector	City Inspector	City Const Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

\*ALL SIDEWALKS TO BE DEFERRED

†SIDEWALK TO BE WAIVED FRONTING LOTS 1-2, 18-19 AND ADJACENT TO LOTS 10, 12, 18, 15

\*PROVIDE /INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY ORC

SIA Sequence #	COA ORC Project #

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
10" DIA	WATERLINE W/ NEC. VALVES F.H.S. M/S & R/S	ELEVADA TRAIL	HIGH DESERT PLACE	PIEDRA CERRO WAY	/	/	/
6" DIA	WATERLINE W/ NEC. VALVES F.H.S. M/S & R/S	ELEVADA TRAIL	PIEDRA CERRO WAY	PIEDRA ALTA LANE	/	/	/
6" DIA	WATERLINE W/ NEC. VALVES F.H.S. M/S & R/S	PIEDRA CANTO WAY	ELEVADA TRAIL	PIEDRA ALTA LANE	/	/	/
10" DIA	WATERLINE W/ NEC. VALVES F.H.S. M/S & R/S	PIEDRA CERRO WAY	SOUTH PROPERTY BOUNDARY (LOT 13)	ELEVADA TRAIL	/	/	/
6" DIA	WATERLINE W/ NEC. VALVES F.H.S. M/S & R/S	PIEDRA ALTA LANE	PIEDRA CANTO WAY	SOUTH PIEDRA ALTA ALTA TERMINUS (LOT 9)	/	/	/
	REMOVAL OF EXISTING 6" WATERLINE	LOTS 13-17	LOT 13	HIGH DESERT PLACE	/	/	/

PUBLIC SANITARY SEWER IMPROVEMENTS - ON-SITE



8" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	ELEVADA TRAIL	HIGH DESERT PLACE	PIEDRA ALTA LANE	/	/	/
8" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	PIEDRA CANTO WAY	PIEDRA CANTO WAY TERMINUS	ELEVADA TRAIL	/	/	/
8" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	PIEDRA CERRO WAY	PIEDRA CERRO TERMINUS	ELEVADA TRAIL	/	/	/
8" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	PIEDRA ALTA LANE	NORTH PIEDRA ALTA ALTA TERMINUS	SOUTH PIEDRA ALTA ALTA TERMINUS	/	/	/

SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
<u>PUBLIC STORM DRAIN IMPROVEMENTS - ON-SITE</u>				
18" DIA	RCP W/ NEC. MH'S, LATERALS & INLETS	PIEDRA CANTO WAY	LOT 3	PIEDRA ALTA LANE TERMINUS (LOT 5)
24" DIA	RCP W/ NEC. MH'S, LATERALS & INLETS	PIEDRA CANTO WAY	ELEVADA TRAIL	LOT 3
24" DIA	RCP W/ NEC. MH'S, LATERALS & INLETS	ELEVADA TRAIL	LOT 14	HIGH DESERT PLACE
24" DIA	RCP W/ NEC. MH'S, LATERALS & INLETS	HIGH DESERT PLACE	ELEVADA TRAIL	NORTH END OF LOT 1 EX SD MANHOLE
REMOVE 24" DIA	RCP W/ NEC. MH'S, LATERALS & INLETS	LOT 1	HIGH DESERT PLACE	EXISTING POND SD TERMINUS
NOTE	A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEES			

Private Inspector	City Inspector	City Crst Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

DRAINAGE IMPROVEMENTS - OFF-SITE


4' - 5" WIDE	LINED SWALE	OPEN SPACE	LOT 8	EXISTING NATURAL SWALE - ACROSS FROM LOT 5
4" WIDE	TRAIL IMPROVEMENTS	OPEN SPACE	LOT 9	TRACT 13-B-2 HDROA TRACT
2" WIDE	COBBLE "V"	BACK PROPERTY LINE IN OPEN SPACE ADJ TO WALL	LOT 4	LOT 8
30" SD w/ TRIPLE GRATE	SEDIMENTATION POND #2 IMPROVEMENTS	TRACT 13-B3 HDROA TRACT	HIGH DESERT PLACE	SEDIMENTATION POND #2

/	/	/
/	/	/
/	/	/
/	/	/

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT/OWNER  
 SCOTT J. STEFFEN  
 PREPARED BY: 2/9/2016  
 DATE

DRB CHAIR  
 CAROL S. DURANT  
 2-17-16  
 DATE  
 PARKS & GENERAL SERVICES RECREATION  
 DATE

FIRM: BOHANNAN HUSTON INC.  
 SIGNATURE: [Signature]  
 MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION

TRANSPORTATION DEVELOPMENT  
 [Signature]  
 DATE: 2/17/16

UTILITY DEVELOPMENT  
 [Signature]  
 DATE: 02/17/16

CITY ENGINEER  
 [Signature]  
 DATE: 2-17-16

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER

**SIDEWALK DEFERRAL AGREEMENT**

PROJECT NO. 703782

THIS AGREEMENT is made this 28<sup>th</sup> day of March, 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 **ABQ Development LLC** ("Subdivider"), whose address is **8300 Carmel Avenue NE, Suite 401, Albuquerque, NM 87122** and whose telephone number is **(505) 828-9900**, an Alaska Limited Liability Company, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Subdivider is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as **Tract A-1, Wilderness Cañon at High Desert**, recorded on **August 19, 2008**, in **Book 2008C**, page **0188**, as Document No. **2008096395** in the records of Bernalillo County Clerk, State of New Mexico ("Subdivision"); and

WHEREAS, the Subdivider has submitted and the City has approved Subdivider's development plans and preliminary plat, to be identified as **Wilderness Cañon at High Desert**; and

WHEREAS, Subdivider has requested and the City has determined that it is acceptable for the Subdivider to defer construction of the sidewalks within the Subdivision until after construction of other required infrastructure; and

WHEREAS, the Subdivision Ordinance requires all sidewalks to be completed within four (4) years after execution of the Agreement to Construct Subdivision Improvements; and

WHEREAS, the Subdivider must execute and deliver to the City an Agreement and an acceptable financial guaranty to provide funds for construction of the sidewalk improvements in the event the Subdivider does not complete the construction as required.

THEREFORE, the City and the Subdivider agree:

1. A. Sidewalk Construction Deadline. Subdivider has obtained a sidewalk deferral, as shown in the attached **Exhibit "A"**, which is a copy of the Development Review Board's decision regarding the deferral granted. Subdivider agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by March 16, 2020 ("Sidewalk Construction Deadline").

B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Subdivision Improvements Agreement, the Subdivider may request an extension from the Design Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Subdivision Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Subdivider requests an extension. If the Subdivider will need more than four (4) years after execution of the Subdivision Improvements Agreement to construct the sidewalks, the Subdivider must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.

2. Financial Guaranty. Subdivider will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, 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 Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Subdivider has provided the following "Financial Guaranty":

Type of Financial Guaranty: Letter of Credit No. 1048

Amount: \$27,985.18

Name of Financial Institution or Surety providing Guaranty: US Eagle Federal Credit Union

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

March 16, 2020

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: May 16, 2020

Additional information: \_\_\_\_\_

3. Notice of Start of Construction. Before construction begins, the Subdivider's contractor shall obtain all necessary Excavation and Barricading permits.



4. Completion, Acceptance and Release. The Subdivider shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and this Sidewalk Deferral Agreement.

5. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Subdivider shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Deferral Agreement. Conveyance may be by dedication on the final plat of the Subdivision.

6. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

7. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider and the express written concurrence of financial institution or surety which has undertaken to guaranty 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.

8. 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 posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when 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.

9. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks 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 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 the Financial Guaranty.

10. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Subdivision for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and its heirs, successors and assigns.

11. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six days after the notice is mailed if there is no actual evidence of receipt.

12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

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

14. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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

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

17. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER: ABQ Development LLC


By:  \_\_\_\_\_

Name: Scott Schiabor

Title: Managing Member

Dated: 3/16/16

CITY OF ALBUQUERQUE:

By:  \_\_\_\_\_

Shahab Biazar, P.E., City Engineer  
RPA

Dated: 3-28-16

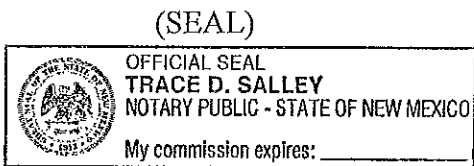
SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 16<sup>th</sup> day of March, 2016  
by Scott Schiabor, Managing Member of ABQ Development LLC.

Trace D. Salley  
Notary Public

My Commission Expires: 10/30/17



CITY'S NOTARY

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

This instrument was acknowledged before me on 28<sup>th</sup> day of March, 2016  
Curtis Chere For  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on  
behalf of said corporation.

Linda G. Evans  
Notary Public

My Commission Expires: 10-17-16

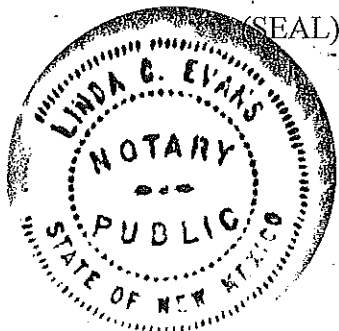
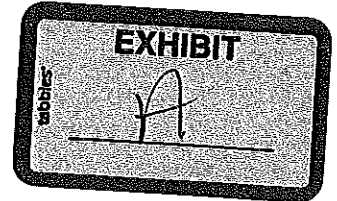


EXHIBIT A ATTACHED

County Clerk's Recording Label



## OFFICIAL NOTICE OF DECISION



CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
DEVELOPMENT REVIEW BOARD

October 21, 2015

**Project# 1004989**

15DRB-70326 - PRELIMINARY PLAT  
15DRB-70327 SIDEWALK WAIVER  
15DRB-70328 SUBDIVISION DESIGN VARIANCE / MINIMUM DPM STDS  
15DRB-70329 - TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION /  
LOT FRONTS

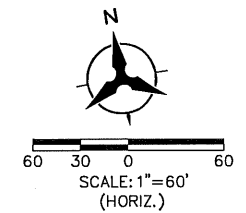
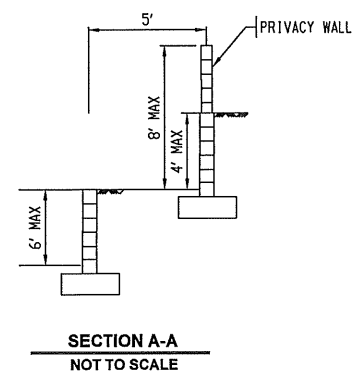
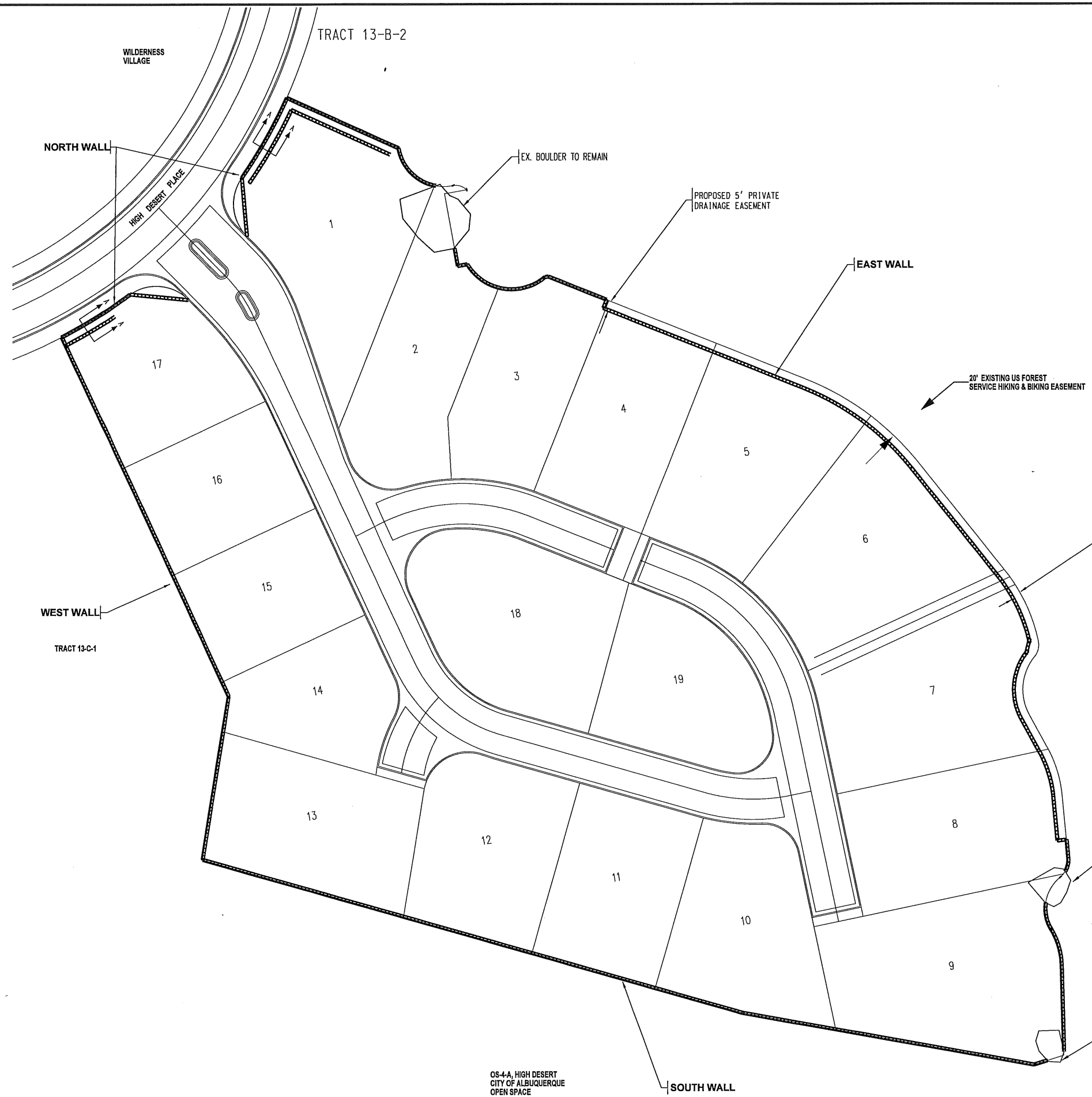
BOHANNAN HUSTON INC agents for MESA VERDE DEVELOPMENT CO request the referenced/ above actions for Tract A-1, **WILDERNESS CAÑON UNIT 2 AT HIGH DESERT** zoned SU-2 HD/ R-R, located on the south side of HIGH DESERT PL NE and the north side of the BEAR CANYON ARROYO, east of TRAMWAY BLVD NE containing approximately 3.96 acres. (F-23)[*Deferred from 10/7/015*]

At the October 21, 2015 Development Review Board meeting, with the signing of the infrastructure list dated 10/21/15, and with an approved grading and drainage report engineer stamp dated 8/19/15 and drainage plan stamp dated 8/12/15, the preliminary plat was approved. The sidewalk waiver was approved as shown on exhibit c in the planning file. A subdivision design variance from minimum DPM design standards was approved as shown on exhibit in the planning file. The temporary deferral of construction of sidewalks on the interior streets was approved as shown on exhibit in the planning file.

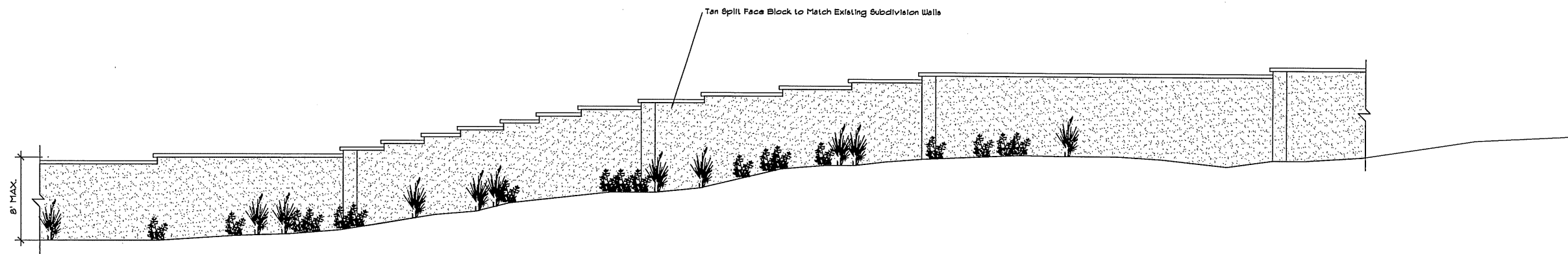
If you wish to appeal this decision, you must do so by November 5, 2015 in the manner described below.

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



WILDERNESS CANON  
 OVERALL WALL PLAN  
 ZONE ATLAS: F-23  
 MAJOR INTERSECTION:  
 SPAIN RD/ HIGH DESERT PL  
 DRB# 1004989

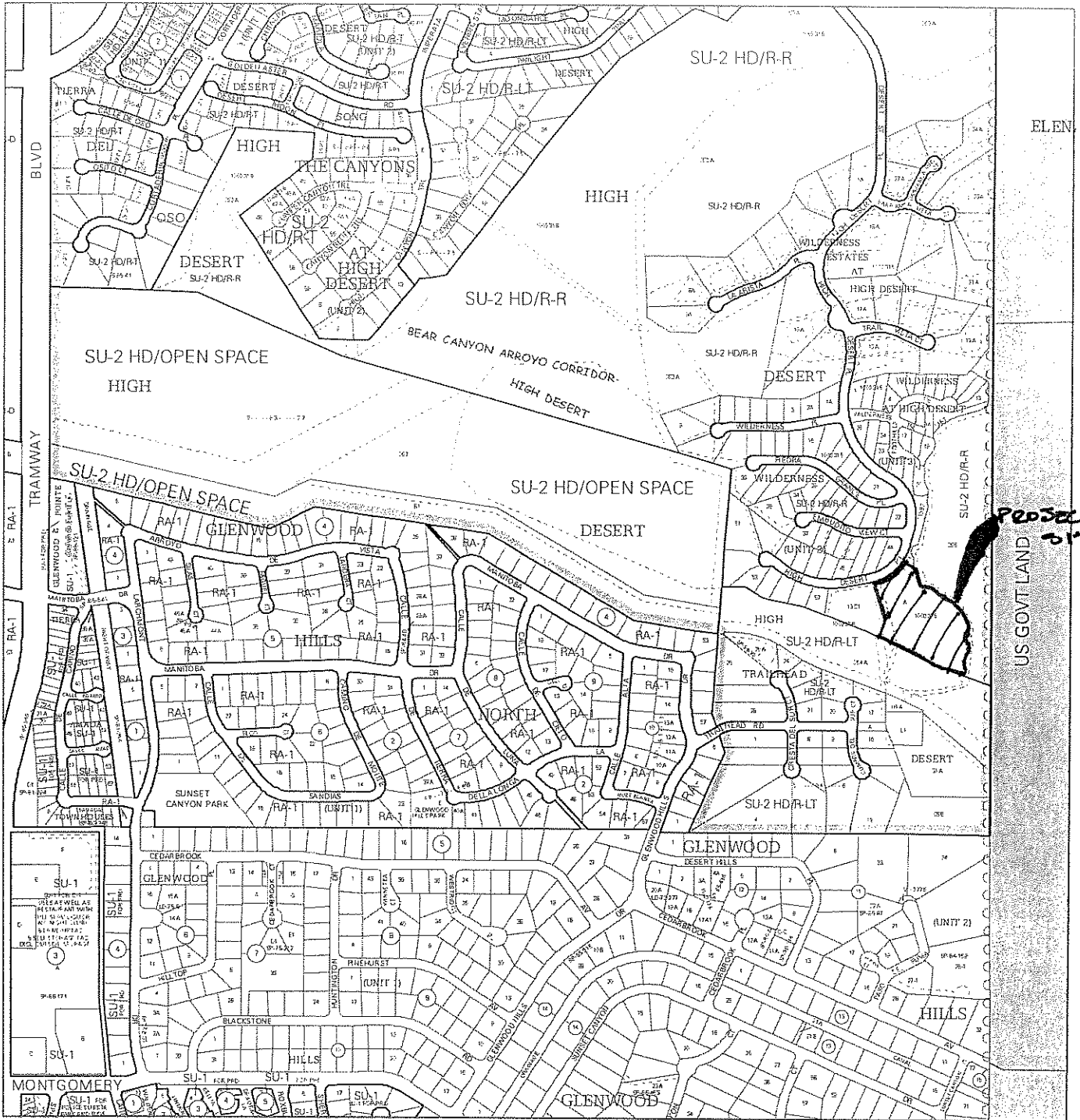


CONCEPTUAL WALL ELEVATION

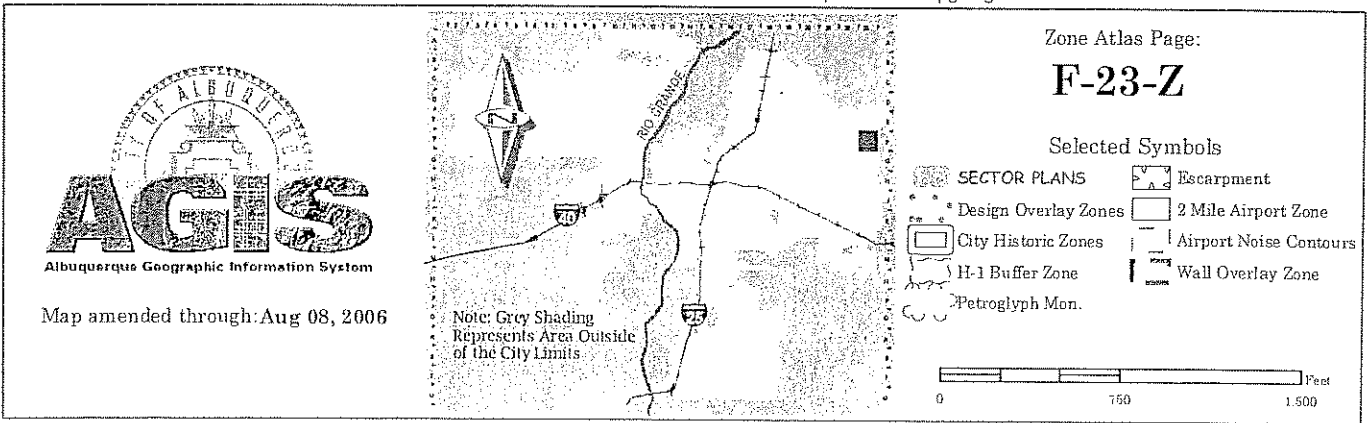
WALL ELEVATIONS  
WILDERNESS CAÑON  
AT HIGH DESERT

NOTE:  
PLANT MATERIAL  
DEPICTED IS FOR  
ILLUSTRATIVE PURPOSES  
ONLY. ACTUAL PLANTING  
WILL BE AS DEPICTED ON  
A LANDSCAPE PLAN

NOTE:  
WALL ELEVATION DEPICTS  
DESIGN CHARACTERISTICS  
TO BE INCLUDED.  
LOCATIONS AND  
QUANTITIES OF STEPS WILL  
BE DEFINED BY  
CONSTRUCTION DOCUMENTS.



For more current information and more details visit: <http://www.cabq.gov/gis>





**LOCATION MAP**  
NOT TO SCALE



**DESCRIPTION**

A certain tract of land situate within the Elena Gallegos Grant, in projected Section 35, Township 11 North, Range 4 East, New Mexico Principal Meridian, Bernalillo County, Albuquerque, New Mexico, being and comprising all of Tract A-1 of the Plat of Wilderness Cañon at High Desert, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, recorded in the office of the County Clerk of Bernalillo County, New Mexico on August 19, 2008 in Book 2008C, Page 188 as Document No. 2008093695.

Tract contains 3.9653 acres of land, more or less.

**NOTES**

- Bearings are New Mexico State Plane Grid Bearings (Central Zone) NAD 1927. Basis of bearing is derived from station "TUMBLE" and station "1-D24 RESET 1973/1995" Bearing =N88°58'14"W.
- Distances are ground distances.
- Record bearings and distances are the same as shown on the Plat of Unit-2 Wilderness Subdivision and Unit-3 Wilderness Subdivision at High Desert filed
- 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 parcels within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
- Centerline (in lieu of RW monumentation) monumentation to be installed at all centerline PC's, PT's, Angle points and Street intersections prior to acceptance of subdivision improvements and will consist of a standard four-inch (4") Aluminum alloy cap stamped "CITY OF ALBUQUERQUE", CENTERLINE MONUMENTATION", "SURVEY MARKER", "Do Not Disturb", "P.L.S. 16469".
- Tract A is subject to a blanket public sanitary sewer and public waterline and ABCWUA with the filing of this plat. Tract A is subject to a private vehicle & pedestrian access, and private surface drainage easement granted to the High Desert Residential Owners Association with the filing of this plat. The private vehicle & pedestrian access easement and private surface drainage easement will be maintained by the High Desert Residential Owners Association.
- "There shall be no motorized vehicular access over or across the Access Control Line, per the City of Albuquerque, except the following: (I) City of Albuquerque, Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA), utility companies and High Desert Residential Owners Association, Inc. only for maintenance, including maintenance of a public waterline, the Embudito Arroyo drainage improvements, utilities and a public trail and for private open space purposes, such temporary maintenance access shall note that maintenance access is limited to the duration of the maintenance performed and is for maintenance purposes only. After maintenance is performed the High Desert Residential Owners Association shall be required to restore the maintenance access to its near natural condition. No permanent maintenance roadway shall be allowed in Tract OS-4-A; and (II) temporary motorized vehicular access during and in connection with the construction of subdivision improvements (bank stabilization, drop structures, utilities, etc.) a perimeter wall/fence, a public trail and landscape construction within Tract OS-4-a. Within 120 days after completion of such construction HDIC and SPC shall restore Tract OS-4-A to its former near natural condition.
- "Pursuant to the High Desert Sector Development Plan and the Declaration of Covenants, conditions and restrictions for High Desert Residential Properties, there shall be no motorized vehicular access into or across Tract OS-4-A (High Desert Open Space) from wilderness Cañon except as noted, as follows: Motorized vehicular access into and across Tract OS-4-A is reserved for the City of Albuquerque, AMAFCA, Utility companies and the High Desert Residential Owners Association for maintenance, including maintenance of a public waterline, utilities, the Embudito Arroyo Drainage Improvements, and a public trail and for private open space purposes. In addition, temporary motorized vehicular access into and across Tract OS-4-A shall be allowed during and in connection with the construction of subdivision improvements and infrastructure including but not limited to a public waterline, utilities, public arroyo improvements (bank stabilization, drop structures, etc.), a perimeter wall/fence, a public trail and landscape construction. A temporary construction easement across Tract OS-4-a was granted with the filing of a Replat for Tract OS-4 for the purpose of construction of such subdivision improvements and infrastructure (included but not limited to a public waterline, utilities, public arroyo improvements(bank stabilization, drop structures, etc.), a Perimeter wall/fence and a public trail. Restrictions contained in this plat shall not limit the granting of future utility easements into or across Tract OS-4-A. Any such temporary maintenance access shall note that maintenance access is limited to the duration of the maintenance performed and is for maintenance purposes only. After maintenance is performed, the High Desert Residential Owners Association shall be required to restore the maintenance access to its near natural condition. No permanent maintenance roadway shall be allowed to exist in Tract OS-4-A. Within 120 days after completion of such construction, HDIC and SPS shall restore Tract OS-4-A to its natural near condition.
- A blanket private access easement across Tract B to be granted to the HDROA with this plat for the purpose of maintaining drainage within the city open space. HDROA to maintain area within this easement. A blanket drainage easement across Tract B for the use and benefit of Lot 7 to also be granted with this plat.
- 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 parcels within the area of proposed Plat. The foregoing requirement shall be a condition to approval of this plat".
- The front (adjacent to street right-of-way) lot corners will not be staked. A witness corner projected along the property line (10' Typ), being a chiseled "+" in the curb and gutter will be set upon completion of all street improvements. Offset may be adjusted by even feet where necessary to fall within the pan. Front corners that mark a "pc.plt" will be marked by a chiseled "+" in the curb and gutter at an even foot offset. All other corners will be staked with a 5/8" rebar and plastic cap or a nail and washer.
- A ten (10') foot private drainage easement for the use and benefit of the adjacent lots to be granted with this plat. The adjacent lots to maintain the drainage area within the easement that pertains to the adjacent lots' drainage.

**FREE CONSENT AND DEDICATION**

The plat shown hereon is made with the owner(s) 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 may be shown on this plat. All access easements are permanent.

ABQ DEVELOPMENT LLC

By: \_\_\_\_\_  
Scott Schiabor, President

State of New Mexico )  
SS  
County of Bernalillo )

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2016, by Scott Schiabor, President

My Commission Expires: \_\_\_\_\_  
Notary Public

**PLAT OF  
WILDERNESS CAÑON  
AT HIGH DESERT**  
(TRACT A-1 OF WILDERNESS CAÑON AT HIGH DESERT)  
WITHIN THE ELENA GALLEGOS GRANT,  
PROJECTED SECTION 35,  
TOWNSHIP 11 NORTH, RANGE 4 EAST, N.M.P.M.,  
BERNALILLO COUNTY, ALBUQUERQUE, NEW MEXICO

JUNE, 2017

PROJECT NUMBER \_\_\_\_\_

APPLICATION NUMBER \_\_\_\_\_

UTILITY APPROVALS:

QWEST CORPORATION d/b/a CENTURYLINK QC \_\_\_\_\_ DATE \_\_\_\_\_

COMCAST CABLE \_\_\_\_\_ DATE \_\_\_\_\_

PNM ELECTRIC SERVICES \_\_\_\_\_ DATE \_\_\_\_\_

NEW MEXICO GAS COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

CITY APPROVALS:

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 PAID ON UPC # \_\_\_\_\_

PROPERTY OWNER OF RECORD \_\_\_\_\_

BERNALILLO COUNTY TREASURER'S OFFICE \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**

I, Alan R. Benham, 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.

Alan R. Benham  
New Mexico Professional Surveyor 15700

Date: \_\_\_\_\_



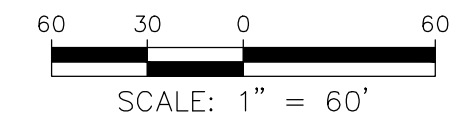
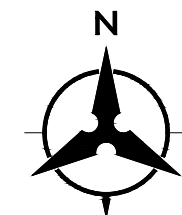
**Bohannon & Huston**

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



**PLAT OF  
WILDERNESS CAÑON  
AT HIGH DESERT**  
(TRACT A-1 OF WILDERNESS CAÑON AT HIGH DESERT)  
WITHIN THE ELENA GALLEGOS GRANT,  
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BERNALILLO COUNTY, ALBUQUERQUE, NEW MEXICO

JUNE, 2017



PROJECTED SECTION 35  
T11N  
PROJECTED SECTION 36  
R4E



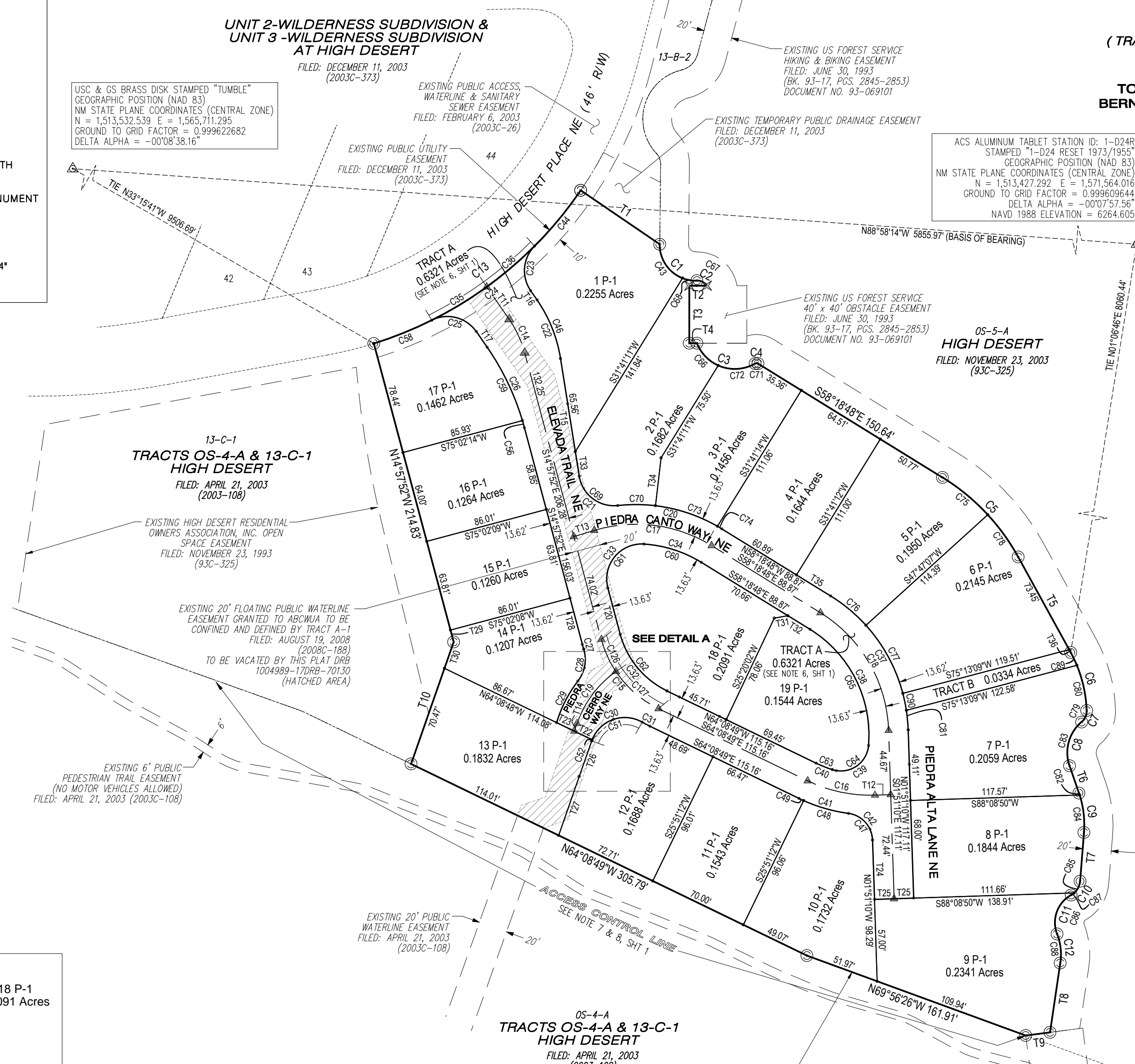
**Bohannon & Huston**

Courtyard I 7500 Jefferson St. NE  
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**SUBDIVISION AND EXISTING EASEMENT INFORMATION**

LEGEND	
	SUBDIVISION BOUNDARY LINE
	NEW LOT LINE
	CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	ADJOINING PROPERTY LINE
	RIGHT OF WAY
	PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
	CITY OF ALBUQUERQUE CONTROL MONUMENT
	SET CENTERLINE MONUMENT STAMPED "BENHAM PS 15700"
	FOUND 5/8" REBAR WITH 1 1/4" PLASTIC SURVEY CAP STAMPED "WEAVER LS 6544"
	FOUND CHISELED "X"

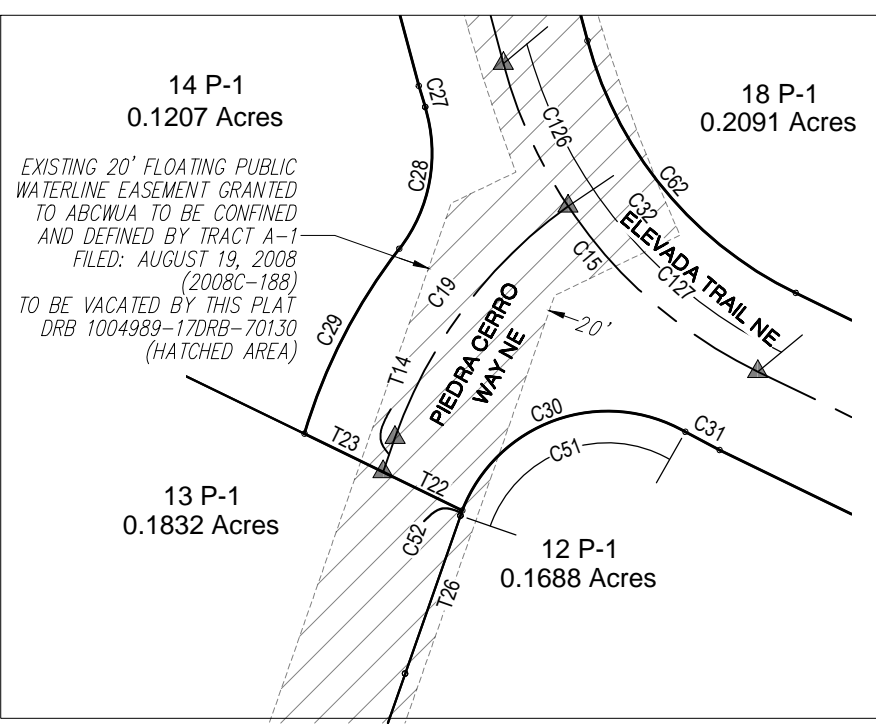
USC & GS BRASS DISK STAMPED "TUMBLE"  
GEOGRAPHIC POSITION (NAD 83)  
NM STATE PLANE COORDINATES (CENTRAL ZONE)  
N = 1,513,532.539 E = 1,565,711.295  
GROUND TO GRID FACTOR = 0.999622682  
DELTA ALPHA = -00°08'38.16"



**13-C-1  
TRACTS OS-4-A & 13-C-1  
HIGH DESERT**  
FILED: APRIL 21, 2003  
(2003-108)

**OS-4-A  
TRACTS OS-4-A & 13-C-1  
HIGH DESERT**  
FILED: APRIL 21, 2003  
(2003-108)

**OS-5-A  
HIGH DESERT**  
FILED: NOVEMBER 23, 2003  
(93C-325)



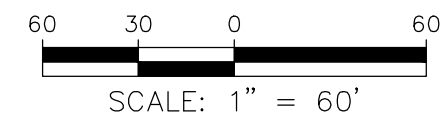
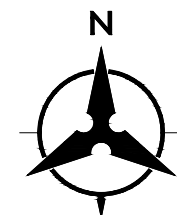
**DETAIL "A"**  
SCALE: 1"=30'

P:\20160078\SURVEY\GRAPHICS\20160078 Wilderness Canon Plat.dwg  
Mon, 12-Jun-2017 - 2:32:pm, Plotted by: TKIMBALL

**PROPOSED EASEMENT INFORMATION**

**PLAT OF WILDERNESS CAÑON AT HIGH DESERT**  
 (TRACT A-1 OF WILDERNESS CAÑON AT HIGH DESERT)  
 WITHIN THE ELENA GALLEGOS GRANT,  
 PROJECTED SECTION 35,  
 TOWNSHIP 11 NORTH, RANGE 4 EAST, N.M.P.M.,  
 BERNALILLO COUNTY, ALBUQUERQUE, NEW MEXICO

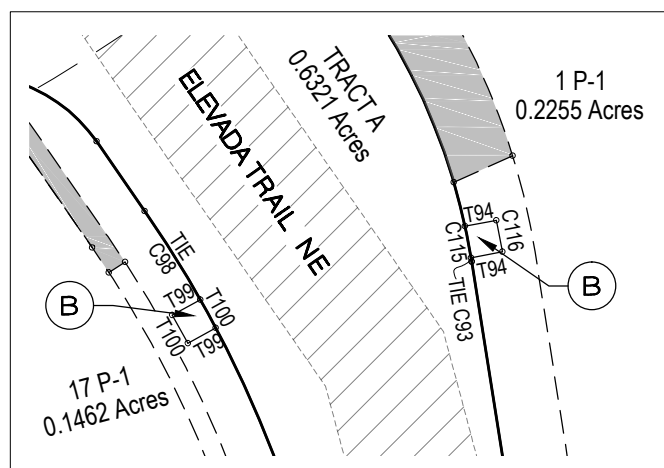
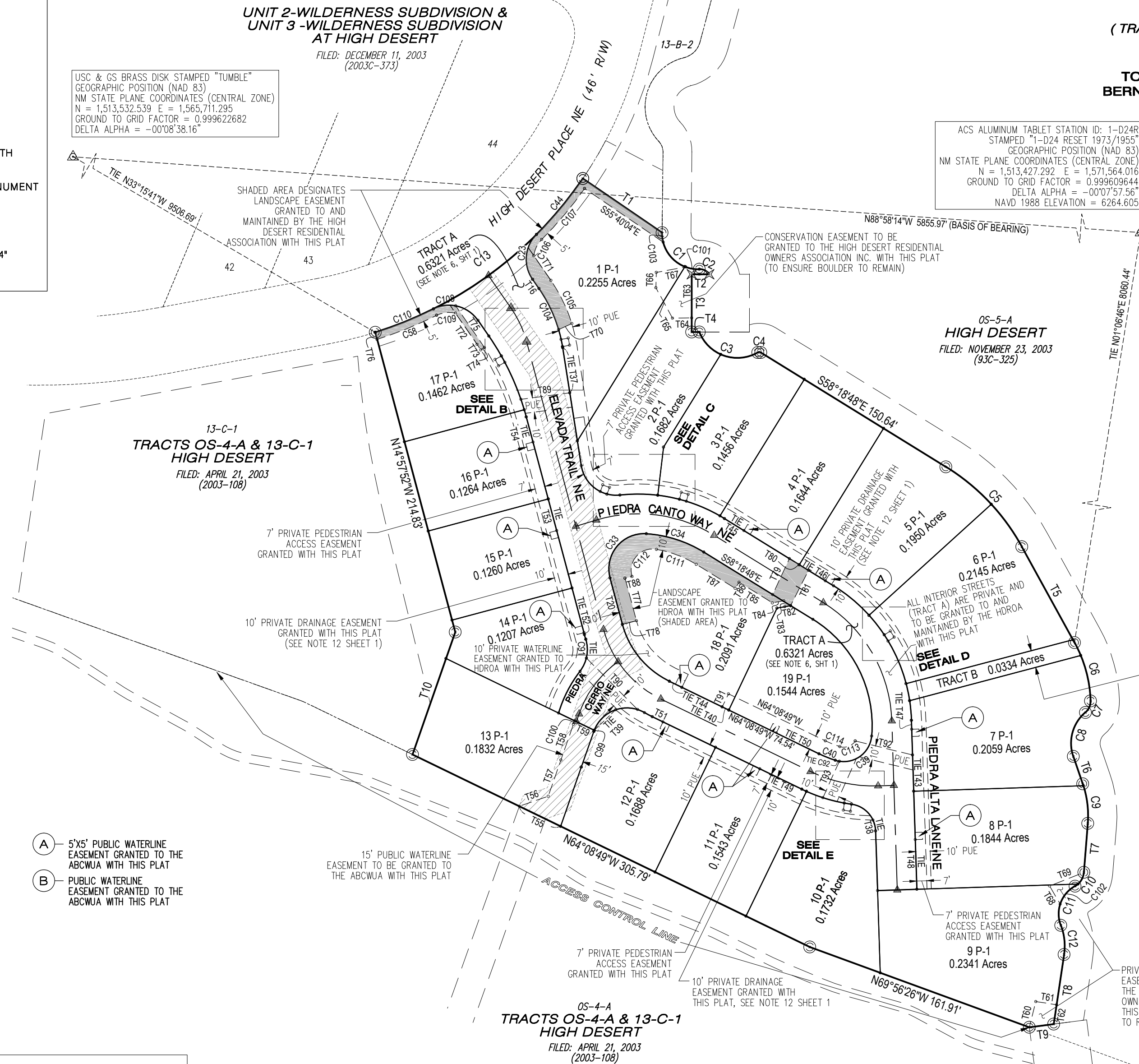
JUNE, 2017



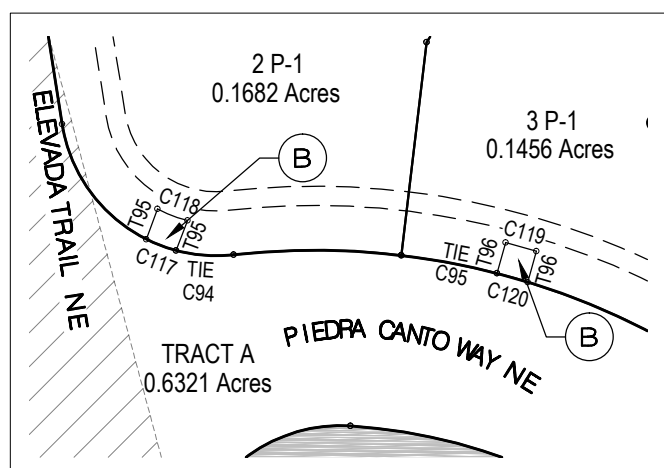
LEGEND	
	SUBDIVISION BOUNDARY LINE
	NEW LOT LINE
	CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	ADJOINING PROPERTY LINE
	RIGHT OF WAY
	PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
	CITY OF ALBUQUERQUE CONTROL MONUMENT
	SET CENTERLINE MONUMENT STAMPED "BENHAM PS 15700"
	FOUND 5/8" REBAR WITH 1 1/4" PLASTIC SURVEY CAP STAMPED "WEAVER LS 6544"
	FOUND CHISELED 'X'

USC & GS BRASS DISK STAMPED "TUMBLE"  
 GEOGRAPHIC POSITION (NAD 83)  
 NM STATE PLANE COORDINATES (CENTRAL ZONE)  
 N = 1,513,532.539 E = 1,565,711.295  
 GROUND TO GRID FACTOR = 0.999622682  
 DELTA ALPHA = -00°08'38.16"

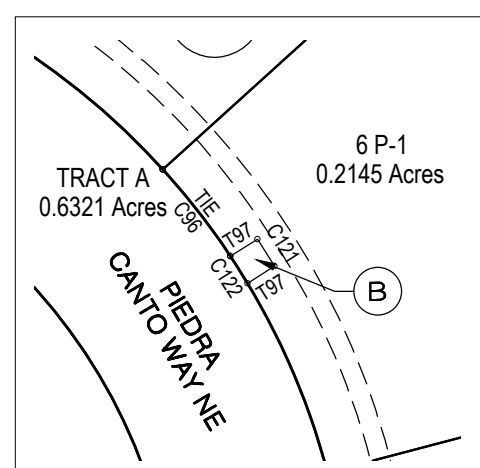
ACS ALUMINUM TABLET STATION ID: 1-D24R  
 STAMPED "1-D24 RESET 1973/1955"  
 GEOGRAPHIC POSITION (NAD 83)  
 NM STATE PLANE COORDINATES (CENTRAL ZONE)  
 N = 1,513,427.292 E = 1,571,564.016  
 GROUND TO GRID FACTOR = 0.999609644  
 DELTA ALPHA = -00°07'57.56"  
 NAVD 1988 ELEVATION = 6264.605



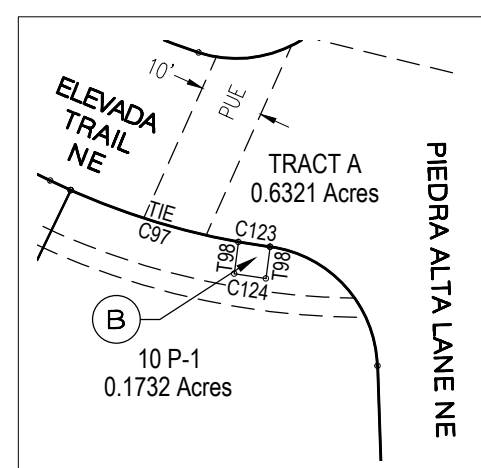
**DETAIL "B"**  
SCALE: 1"=30'



**DETAIL "C"**  
SCALE: 1"=30'



**DETAIL "D"**  
SCALE: 1"=30'



**DETAIL "E"**  
SCALE: 1"=30'

- (A) 5'x5' PUBLIC WATERLINE EASEMENT GRANTED TO THE ABCWUA WITH THIS PLAT
- (B) PUBLIC WATERLINE EASEMENT GRANTED TO THE ABCWUA WITH THIS PLAT

15' PUBLIC WATERLINE EASEMENT TO BE GRANTED TO THE ABCWUA WITH THIS PLAT

OS-4-A  
**TRACTS OS-4-A & 13-C-1**  
 HIGH DESERT  
 FILED: APRIL 21, 2003  
 (2003-108)

OS-5-A  
**HIGH DESERT**  
 FILED: NOVEMBER 23, 2003  
 (93C-325)

BLANKET PRIVATE ACCESS EASEMENT GRANTED TO HDROA WITH THIS PLAT FOR THE PURPOSE OF MAINTAINING DRAINAGE WITHIN CITY OPEN SPACE. HDROA TO MAINTAIN AREA WITHIN TRACT B (SEE NOTE 9, SHEET 1)

PRIVATE CONSERVATION EASEMENT TO BE GRANTED TO THE HIGH DESERT RESIDENTIAL OWNERS' ASSOCIATION INC. WITH THIS PLAT (TO ENSURE BOULDER TO REMAIN)



**Bohannon & Huston**

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

P:\20160078\SURVEY\GRAPHICS\20160078 Wilderness Canon Plat.dwg  
 Mon, 12-Jun-2017 - 3:06pm, Plotted by: TKIMBALL

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BERNALILLO COUNTY, ALBUQUERQUE, NEW MEXICO

JUNE, 2017

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	92°27'07" LT	26.09'	40.34'	25.00'	36.10'	S45°31'18"E
C2	57°35'08" RT	4.40'	8.04'	8.00'	7.71'	S63°01'18"E
C3	98°30'18" LT	32.87'	48.69'	28.32'	42.91'	S70°37'14"E
C4	61°33'34" RT	1.19'	2.15'	2.00'	2.05'	S89°05'36"E
C5	29°29'51" RT	39.49'	77.22'	150.00'	76.37'	S43°33'53"E
C6	26°56'31" RT	21.56'	42.32'	90.00'	41.93'	S15°20'41"E
C7	51°35'27" RT	4.83'	9.00'	10.00'	8.70'	S23°55'18"W
C8	68°40'35" LT	19.13'	33.56'	28.00'	31.59'	S15°22'44"W
C9	23°30'50" RT	14.15'	27.91'	68.00'	27.71'	S07°12'09"E
C10	56°18'27" RT	6.42'	11.79'	12.00'	11.32'	S32°42'30"W
C11	81°52'22" LT	19.08'	31.44'	22.00'	28.83'	S19°55'33"W
C12	29°28'47" RT	10.52'	20.58'	40.00'	20.35'	S06°16'14"E
C13	38°16'12" LT	94.72'	182.35'	273.00'	178.98'	N53°28'02"E
C14	19°44'40" RT	13.05'	25.85'	75.00'	25.72'	S24°50'12"E
C15	49°10'57" LT	34.32'	64.38'	75.00'	62.42'	S39°33'20"E
C16	27°42'21" LT	24.66'	48.36'	100.00'	47.89'	S77°59'59"E
C17	48°36'03" RT	45.15'	84.82'	100.00'	82.30'	S82°36'50"E
C18	56°27'44" RT	53.69'	98.55'	100.00'	94.61'	S30°05'02"E
C19	35°01'02" RT	23.66'	45.84'	75.00'	45.13'	N36°45'28"E
C20	38°06'31" LT	39.24'	75.57'	113.63'	74.19'	N77°22'04"W
C21	87°26'14" RT	23.31'	37.21'	24.38'	33.70'	N52°42'13"W
C22	25°43'26" LT	22.52'	44.28'	98.62'	43.91'	N21°50'49"W
C23	79°35'56" RT	20.31'	33.87'	24.38'	31.21'	N05°05'26"E
C24	18°44'59" RT	44.66'	88.54'	273.00'	88.16'	S54°10'53"W
C25	81°49'06" RT	21.13'	34.81'	24.38'	31.93'	S75°37'05"E
C26	19°44'40" RT	31.33'	62.03'	180.00'	61.72'	S24°50'12"E
C27	02°14'00" LT	1.73'	3.45'	88.63'	3.45'	S16°04'52"E
C28	54°54'55" RT	12.67'	23.37'	24.38'	22.48'	S10°15'35"W
C29	21°07'11" LT	16.52'	32.67'	88.63'	32.48'	S27°09'27"W
C30	98°23'40" RT	28.24'	41.86'	24.37'	36.90'	N70°35'20"E
C31	03°55'58" LT	3.04'	6.08'	88.63'	6.08'	S62°10'50"E
C32	49°10'57" RT	28.09'	52.68'	61.37'	51.08'	N39°33'20"W
C33	108°37'31" RT	33.94'	46.22'	24.38'	39.60'	N39°20'54"E
C34	28°01'33" RT	21.56'	42.25'	86.38'	41.83'	S72°19'35"E
C35	09°22'29" LT	22.38'	44.67'	273.00'	44.62'	N58°47'08"E
C36	09°12'30" LT	21.98'	43.87'	273.00'	43.83'	N49°29'39"E
C37	56°27'38" LT	61.00'	111.97'	113.63'	107.49'	N30°04'59"W
C38	63°07'30" RT	53.06'	95.16'	86.38'	90.42'	S26°45'03"E
C39	102°58'02" RT	24.34'	34.82'	19.37'	30.32'	S56°17'43"W
C40	08°04'28" RT	6.10'	12.17'	86.38'	12.16'	N68°11'03"W
C41	18°09'35" LT	18.16'	36.01'	113.63'	35.86'	S73°13'36"E
C42	80°27'13" RT	16.39'	27.21'	19.38'	25.03'	S42°04'47"E
C43	69°07'48" RT	17.22'	30.16'	25.00'	28.37'	N33°55'39"W
C44	10°33'28" RT	25.22'	50.30'	273.00'	50.23'	S39°36'40"W
C45	INTENTIONALLY OMITTED					
C46	25°43'26" RT	22.52'	44.28'	98.62'	43.91'	S21°50'49"E
C47	80°27'13" LT	16.39'	27.21'	19.37'	25.03'	N42°04'47"W
C48	16°22'48" RT	16.35'	32.48'	113.63'	32.37'	N74°06'59"W
C49	01°46'46" RT	1.76'	3.53'	113.63'	3.53'	N65°02'12"W
C50	INTENTIONALLY OMITTED					
C51	100°25'17" LT	29.27'	42.72'	24.37'	37.46'	S69°34'31"W
C52	02°01'37" RT	0.43'	0.86'	24.38'	0.86'	N20°22'41"E
C53	INTENTIONALLY OMITTED					
C54	INTENTIONALLY OMITTED					
C55	INTENTIONALLY OMITTED					
C56	01°38'19" LT	2.57'	5.15'	180.00'	5.15'	N15°47'01"W
C57	INTENTIONALLY OMITTED					
C58	09°07'46" RT	21.80'	43.50'	273.00'	43.45'	S68°02'15"W
C59	18°06'21" LT	28.68'	56.88'	180.00'	56.64'	N25°39'21"W
C60	28°01'33" LT	21.56'	42.25'	86.38'	41.83'	N72°19'35"W
C61	108°37'31" LT	33.94'	46.22'	24.38'	39.60'	S39°20'54"W
C62	49°10'57" LT	28.09'	52.68'	61.38'	51.08'	S39°33'20"E
C63	08°04'28" LT	6.10'	12.17'	86.38'	12.16'	S68°11'03"E
C64	102°58'02" LT	24.34'	34.82'	19.37'	30.32'	N56°17'43"E
C65	63°07'30" LT	53.06'	95.16'	86.38'	90.42'	N26°45'03"W
C66	44°27'52" RT	11.58'	21.98'	28.32'	21.43'	N43°36'01"W
C67	57°35'08" RT	4.40'	8.04'	8.00'	7.71'	N63°01'18"W
C68	23°19'18" RT	5.16'	10.18'	25.00'	10.11'	N80°09'13"W
C69	87°26'14" LT	23.31'	37.21'	24.38'	33.70'	S52°42'13"E
C70	13°13'06" RT	13.17'	26.21'	113.63'	26.16'	S89°48'46"E
C71	61°33'35" LT	1.19'	2.15'	2.00'	2.05'	N89°05'36"W
C72	54°02'26" RT	14.44'	26.71'	28.32'	25.73'	S87°08'50"W
C73	23°03'56" RT	23.18'	45.74'	113.63'	45.43'	S71°40'15"E
C74	01°49'29" RT	1.81'	3.62'	113.62'	3.62'	S59°13'33"E
C75	15°38'18" LT	20.60'	40.94'	150.00'	40.81'	N50°29'39"W
C76	16°05'55" RT	16.07'	31.93'	113.63'	31.82'	S50°15'51"E
C77	27°26'02" RT	27.73'	54.40'	113.63'	53.89'	S28°29'52"E
C78	13°51'33" LT	18.23'	36.28'	150.00'	36.19'	N35°44'44"W
C79	51°35'27" LT	4.83'	9.00'	10.00'	8.70'	N23°55'18"E
C80	20°36'52" LT	16.37'	32.38'	90.00'	32.21'	N12°10'52"W
C81	06°51'57" RT	6.82'	13.62'	113.63'	13.61'	S05°17'08"E
C82	01°09'21" LT	0.69'	1.37'	68.00'	1.37'	N18°22'53"W
C83	68°40'35" RT	19.13'	33.56'	28.00'	31.59'	N15°22'44"E
C84	22°21'29" LT	13.44'	26.54'	68.00'	26.37'	N06°37'28"W
C85	44°11'52" LT	4.87'	9.26'	12.00'	9.03'	N26°39'13"E
C86	81°52'22" RT	19.08'	31.44'	22.00'	28.83'	N19°55'33"E
C87	12°06'35" LT	1.27'	2.54'	12.00'	2.53'	N54°48'26"E
C88	29°28'47" LT	10.52'	20.58'	40.00'	20.35'	N06°16'14"W
C89	06°19'39" LT	4.97'	9.94'	90.00'	9.93'	N25°39'07"W
C90	06°03'44" RT	6.02'	12.02'	113.63'	12.02'	S11°44'59"E
C91	30°45'32" LT	6.71'	13.09'	24.38'	12.93'	N01°49'06"W
C92	08°22'02" LT	1.42'	2.83'	19.37'	2.83'	S76°24'17"E
C93	00°21'53" LT	0.31'	0.63'	98.62'	0.63'	N09°10'02"W
C94	21°19'17" LT	4.59'	9.07'	24.38'	9.02'	S85°45'41"E
C95	07°41'03" LT	7.63'	15.24'	113.63'	15.23'	N79°21'41"W

CURVE DATA						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C96	08°39'56" LT	8.61'	17.19'	113.63'	17.17'	N37°52'55"W
C97	13°51'29" LT	13.81'	27.48'	113.63'	27.42'	S72°51'19"E
C98	05°13'00" LT	8.20'	16.39'	180.00'	16.38'	N32°06'02"W
C99	02°01'37" LT	0.43'	0.86'	24.38'	0.86'	S20°22'41"W
C100	03°43'41" RT	1.28'	2.56'	39.37'	2.56'	N21°13'44"E
C101	21°58'05" LT	4.85'	9.59'	25.00'	9.53'	S80°49'49"E
C102	42°58'11" LT	8.66'	16.50'	22.00'	16.12'	S39°22'39"W
C103	15°18'37" RT	3.36'	6.68'	25.00'	6.66'	N07°01'04"W
C104	18°20'05" RT	15.92'	31.56'	98.62'	31.43'	S25°32'30"E
C105	17°35'42" LT	16.81'	33.36'	108.62'	33.23'	N25°54'41"W
C106	37°30'04" RT	6.58'	12.68'	19.38'	12.46'	N26°08'22"E
C107	09°31'38" LT	23.17'	46.23'	278.00'	46.17'	N40°07'35"E
C108	39°43'14" RT	7.00'	13.44'	19.38'	13.17'	N83°19'59"E
C109	37°17'23" LT	8.23'	15.87'	24.38'	15.59'	S82°07'04"W
C110	09°10'23" LT	22.30'	44.51'	278.00'	44.46'	N68°03'34"E
C111	22°11'02" LT	14.97'	29.57'	76.38'	29.39'	N69°24'19"W
C112	118°16'24" LT	24.63'	30.39'	14.72'	25.27'	S42°10'00"W
C113	75°22'44" RT	7.24'	12.33'	9.38'	11.46'	S70°05'21"W
C114	08°04'28" RT	5.39'	10.76'	76.38'	10.75'	N68°11'03"W
C115	02°54'18" LT	2.50'	5.00'	98.62'	5.00'	N10°48'08"W
C116	02°45'53" RT	2.50'	5.00'	103.62'	5.00'	S10°48'08"E
C117	11°46'17" RT	2.51'	5.01'	24.38'	5.00'	N69°12'54"W
C118	14°49'25" LT	2.52'	5.01'	19.38'	5.00'	S69°12'50"E
C119	02°24'55" RT	2.50'	5.00'	118.63'	5.00'	S74°15'31"E
C120	02°31'17" LT	2.50'	5.00'	113.63'	5.00'	N74°15'31"W
C121	02°24'55" RT	2.50'	5.00'	118.63'	5.00'	S32°17'18"E
C122	02°31'17" LT	2.50'	5.00'	113.63'	5.00'	N32°17'18"W
C123	02°31'19" LT	2.50'	5.00'	113.63'	5.00'	S81°02'44"E
C124	02°24'57" RT	2.50'	5.00'	118.63'	5.00'	N81°05'55"W
C125	INTENTIONALLY OMITTED					
C126	18°46'57" LT	12.40'	24.59'	75.00'	24.48'	S24°21'20"E
C127	30°24'00" LT	20.38'	39.79'	75.00'	39.33'	S48°56'49"E

TANGENT DATA		
ID	BEARING	DISTANCE
T1	S55°40'04"E	66.51'
T2	N90°00'00"W	12.11'
T3	S00°00'00"E	40.00'
T4	N90°00'00"E	5.30'
T5	S28°48'57"E	75.76'
T6	S18°57'34"E	20.00'
T7	S04°33'17"W	34.00'
T8	S08°28'09"W	48.69'
T9	S82°30'46"W	17.03'
T10	N19°14'58"E	89.84'
T11	S34°42'32"E	27.40'
T12	N88°08'50"E	10.94'
T13	N73°05'09"E	14.81'
T14	N19°14'58"E	5.67'
T15	N08°59'06"W	82.86'
T16	N34°42'32"W	7.84'
T17	S34°42'32"E	13.20'
T18	INTENTIONALLY OMITTED	
T19	INTENTIONALLY OMITTED	
T20	N14°57'52"W	33.33'
T21	INTENTIONALLY OMITTED	
T22	N64°08'48"W	13.79'
T23	N64°08'48"W	13.62'
T24	S01°51'10"E	41.28'
T25	N88°08'50"E	13.63'
T26	S19°21'54"W	26.17'
T27	S19°14'58"W	43.42'
T28	N14°57'52"W	33.37'
T29	N14°57'52"W	8.59'
T30	S19°14'58"W	19.37'
T31	S79°18'22"W	9.58'
T32	N58°18'48"W	18.21'
T33	N08°59'06"W	17.30'
T34	S06°47'47"W	33.53'
T35	N58°18'48"W	27.98'
T36	N28°48'58"W	2.31'
T37	N08°59'06"W	31.81'
T38	S13°24'34"E	7.76'
T39	S46°14'31"W	20.49'
T40	S64°08'49"E	5.09'
T41	INTENTIONALLY OMITTED	
T42	INTENTIONALLY OMITTED	
T43	S01°51'10"E	25.08'
T44	N64°08'49"W	9.63'
T45	N58°18'48"W	15.84'
T46	N58°18'48"W	21.19'
T47	N01°51'10"W	6.21'
T48	S01°51'10"E	34.42'
T49	S64°08'49"E	32.36'
T50	S64°08'49"E	32.91'
T51	N64°08'49"W	8.28'
T52	S14°57'52"E	1.32'
T53	N14°57'52"W	22.59'
T54	N14°57'52"W	