

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

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

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, **2018**, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Pulte Development of New Mexico, Inc.** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:], **a Michigan Corporation**, whose address is **7601 Jefferson NE Suite 320** and whose telephone number is **505-341-8530**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Tracts A, B & C of Stormcloud Subdivision**, recorded on **October 26, 2016** in Book **2016C**, page **130**, as Document No. **2016101215** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, a Michigan Corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Stormcloud Units 4B** 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 **May 30, 2022**, ("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. **691586**.

County Clerk's Recording Label

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

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

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

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

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

Type of Financial Guaranty: **Surety bond**  
Amount: \$ **\$1,221,077.38**  
Name of Financial Institution or Surety providing Guaranty:  
Argonaut Insurance Company  
Date City first able to call Guaranty (Construction Completion Deadline):  
**May 30, 2022**  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: \_\_\_\_\_  
Additional information: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBDIVIDER: Pulte Development of New Mexico, Inc., a Michigan corporation

CITY OF ALBUQUERQUE

By [Signature]:  \_\_\_\_\_

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

Name [Print]: Kevin Patton

Shahab Biazar, P.E., City Engineer

Title: Director of Land Planning & Entitlements

Dated: \_\_\_\_\_

Dated: 4/9/18

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 9 day of April, 2018, by  
[name of person:] Kevin Patton [title or capacity, for instance, "President" or "Owner":] Director of  
Land Planning & Entitlements of [Subdivider:] Pulte Development of New Mexico, Inc., a Michigan  
corporation.



Pouy E Lydens  
Notary Public

My Commission Expires: 10/18/19

CITY'S NOTARY

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation,  
on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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





## FINANCIAL GUARANTY AMOUNT

02/16/2018

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

Project Description:

**Project ID #: 691586, Stormcloud Unit 4B, Phase/Unit #: 1**


Requested By:

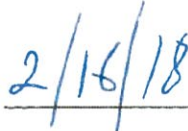
	Approved estimate amount:		\$836,748.39
	Contingency Amount:	0.00%	\$ .00
	Subtotal:		\$836,748.39
	NMGRT	7.50%	\$62,756.13
	Subtotal:		\$899,504.52
PO Box 1293	Engineering Fee	6.60%	\$59,367.30
	Testing Fee	2.00%	\$17,990.09
	Subtotal:		\$976,861.90
Albuquerque	FINANCIAL GUARANTY RATE		1.25
	Retainage Amount:		\$ .00
NM 87103	<b>TOTAL FINANCIAL GUARANTY REQUIRED</b>		<b><u>\$1,221,077.38</u></b>

www.cabq.gov

APPROVAL:

DATE:

  
Notes:

  
2/16/18

**FIGURE 16**

**SUBDIVISION BOND  
(PROCEDURE B)**

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Bond No. [Surety's No:] SUR0047678

**SUBDIVISION IMPROVEMENTS BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of subdivider:] Pulte Development of New Mexico, Inc. ("Subdivider") a [state type of business entity, for instance, "New Mexico corporation", "general partnership", "joint venture", "individual", etc.] Michigan corporation as "Principal", and [name of surety:] Argonaut Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and authorized to do business in the State of New Mexico, as "Surety", are held and firmly bound unto the CITY OF ALBUQUERQUE ("City") in penal sum of [written amount:] one million two hundred twenty one thousand seventy seven and 38/100 Dollars, (\$1,221,077.38), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of subdivision:] Stormcloud Units 4B ("Subdivision"), City Project No. 691586; and

WHEREAS, said Subdivision is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Subdivision Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] Infrastructure ("Improvements")

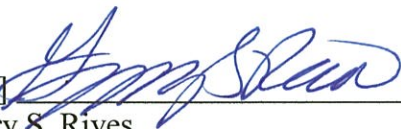
All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between [name of Subdivider:] Pulte Development of New Mexico Inc., a Michigan corporation and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on October 26, 2016 as Document Number 2016101215, as amended by change orders or amendments to the agreement.

Bond No. [Surety's No:] SUR0047678

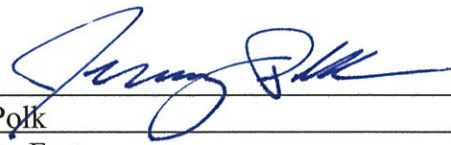
NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] May 30, 2022 ("the Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 13<sup>th</sup> day of April, 2018.

**SUBDIVIDER**

By [signature:]   
Name: Gregory S. Rives  
Title: Assistant Treasurer  
Dated: April 13<sup>th</sup>, 2018

**SURETY**

By [signature:]   
Name: Jeremy Polk  
Title: Attorney-in-Fact  
Dated: April 13<sup>th</sup>, 2018

\*NOTE: Power of Attorney for Surety must be attached.

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Jeremy Polk

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

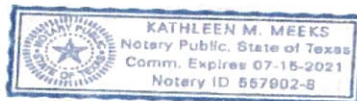
by: *Joshua C. Betz*

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 13th day of April, 2018.



*James Bluzard*

James Bluzard, Vice President-Surety

**ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA )

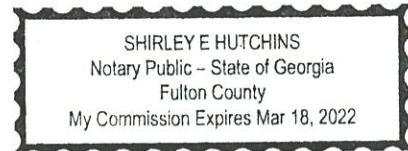
)ss.

COUNTY OF FULTON )

This record was acknowledged before me on April 13, 2018, by Gregory S. Rives, Assistant Treasurer of Pulte Development of New Mexico, Inc., a Michigan Corporation, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



*Shirley E. Hutchins*  
*Notary Public State of Georgia*  
*My Commission Expires: March 18, 2022*

ORIGINAL

**INFRASTRUCTURE LIST**  
 (Rev. 9-20-05)  
**EXHIBIT "A"**  
 TO SUBDIVISION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Date Site Plan Approved: 9-21-16  
 Date Preliminary Plat Approved: 9-21-17  
 Date Preliminary Plat Expires: \_\_\_\_\_  
 DRB Project No: 1005029  
 DRB Application No: 16DRB-70303

STORMCLOUD SUBDIVISION, UNIT 4B  
 PROPOSED NAME OF PLAT

REPLAT OF TRACTS B & J, THE CROSSING & TRACT R, STORMCLOUD SUBDIVISION, UNIT 3  
 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 determines that appurtenant 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 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 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 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.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private P.E.	City Cnst Engineer	
		8"	WATERLINE, 3WR Waterline PVC C-900 - 3WR	Chinook Rd NW	Summer Breeze Dr NW	White Squall Dr NW	/	/	/
		6"	WATERLINE, 3WR Waterline PVC C-900 - 3WR	Wind Sock Rd NW	Summer Breeze Dr NW	White Squall Dr NW	/	/	/
		8"	WATERLINE, 3WR Waterline PVC C-900 - 3WR	White Squall Dr NW	Chinook Rd NW	Lot 1	/	/	/
		6"	WATERLINE, 2W Waterline PVC C-900 - 2W	Animas Pl NW	Lot 71 Existing 6" WL	Lot 74	/	/	/
		6"	WATERLINE, 2W Waterline PVC C-900 - 2W	Animas Pl NW	Lot 78 Existing 6" WL	Lot 75	/	/	/
		8"	SANITARY SEWER Sanitary Sewer Line SDR-35	Chinook Rd NW	Summer Breeze Dr NW	White Squall Dr NW	/	/	/
		8"	SANITARY SEWER Sanitary Sewer Line SDR-35	Wind Sock Rd NW	Summer Breeze Dr NW	Lot 44	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		8"	Sanitary Sewer Line SDR-35	White Squall Dr NW	Chinook Rd NW	Lot 1	/	/	/
		8"	Sanitary Sewer Line SDR-35	Summer Breeze Dr NW	South Property Line Existing 8" SAS	Lot 55	/	/	/
		8"	Sanitary Sewer Line SDR-35	Animas Pl NW	Lot 77	Lot 76 Existing 8" SAS	/	/	/
		28' F-F	PAVING Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	Chinook Rd NW	Summer Breeze Dr NW	White Squall Dr NW	/	/	/
		28' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	Wind Sock Rd NW	White Squall Dr NW	Summer Breeze Dr NW	/	/	/
		28' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	White Squall Dr NW	Chinook Rd NW	Wind Sock Rd NW	/	/	/
		30' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	White Squall Dr NW	Wind Sock Rd NW	Lot 1	/	/	/
		32' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	Summer Breeze Dr NW	South Property Line	Chinook Rd NW	/	/	/
		26' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	Summer Breeze Dr NW	Chinook Rd NW	Lot 55	/	/	/
		28' F-F	Residential Pavement C&G on Both Sides 4' Sidewalk on Both Sides	Animas Pl NW	South Property Line	Lot 75	/	/	/
		10'	Trail on East side only	Tierra Pintada Blvd NW	South Property Line Unit 4B	South Property Line Unit 4A	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		18"-24"	STORM SEWER Storm Sewer Pipe RCP	Chinook Rd NW	Lots 24/25	Summer Breeze Dr NW	/	/	/
		24"	Storm Sewer Pipe RCP	Summer Breeze Dr NW	Lots 62/63	Chinook Rd NW	/	/	/
		42"	Storm Sewer Pipe RCP	Summer Breeze Dr NW	Chinook Rd NW	South Property Line Exst 36" Storm Drain	/	/	/
		24"	Storm Sewer Pipe RCP	Summer Breeze Dr NW	Lot 55	Lot 56	/	/	/



The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector	City Chst Engineer
							/	/
							/	/
							/	/

NOTES  
 If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.  
 Street lights per City requirements.

- 1 Water infrastructure to include services, valves, fittings, valve boxes, and fire hydrants as required
- 2 Catch basin and manholes connection included with storm sewer pipe
- 3 Sanitary sewer to include manholes and service connections as required
- 4 Signage and striping per DRC
- 5 Certified grading and drainage and walls for SIA/Financial Release
- \*\*6 Sidewalks which front the lots will be deferred and built during the construction of the individual houses
- 7 Wall certification from Registered Engineer and/or Registered Architect prior to Release of Financial Guarantee
- 8 Certification that perimeter wall has been constructed per DRB approved design prior to Release of Financial Guarantee

AGENT / OWNER DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Asa Nilsson-Weber, PE NAME (print) DRB CHAIR - date 9-21-16  
 Isaacson & Artman, P.A. FIRM TRANSPORTATION DEVELOPMENT - date 9/21/16  
 SIGNATURE - date 9/21/16 ABCWUA - date 9-21-16  
 CITY ENGINEER - date

Development Review Board Member Approvals  
 Carol S. Dumont 9-21-16  
 PARKS & GENERAL RECREATION - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT /OWNER



## OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
DEVELOPMENT REVIEW BOARD

September 20, 2017

**Project# 1005029**

17DRB-70236 EXTENSION OF PRELIMINARY PLAT

ISAACSON AND ARFMAN PA agent(s) for PULTE HOMES request(s) the above action(s) for all or a portion of Tract(s) C OF BULK LAND PLAT OF TRACT A, B, & C, **STORMCLOUD SUB (TBKA AS STORMCLOUD UNIT 4B)** zoned SU-2/R-LT, located on TIERRA PINTADA WEST OF UNSER NW containing approximately 12.66 acre(s). (H-9)

At the September 20, 2017 Development Review Board meeting, a one-year extension of the preliminary plat was approved.

The conditions of final plat still apply.

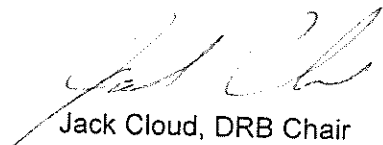
If you wish to appeal this decision, you must do so by October 5, 2017 in the manner described below.

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

Vendor Number 261BER101

Check Number 0018113197

Check Date 04/18/18

Invoice	Date	Co	Lot	Lot Address	Opt	Acct Cat	Acct Cat Description	Amount
SC4BSIARECFEE	04/17/18	6370	00001		00001	10232	Municipal Fee Stormcloud IV	25.00+
*** TOTAL ***								25.00

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



Pulte Homes of New Mexico, Inc  
100 Bloomfield Hills Parkway  
Suite 300  
Albuquerque, NM 87109

Check Number 0018113197

Check Date 04/18/18

64-1278  
0611

Void After 180 Days

PAY  
TWENTY FIVE AND 00/100 DOLLARS

\$\*\*\*25.00

Bank of America  
Customer Connection  
Atlanta, Dekalb County, GA

TO THE ORDER OF BERNALILLO COUNTY NEW MEXICO  
ONE CIVIC PLAZA NW  
10TH FLOOR  
ALBUQUERQUE, NM 87102

*Blair*