

December 21, 2018

Ms. Kym Dicome, DRB Chair  
City of Albuquerque  
Planning Department  
600 2<sup>nd</sup> Street NW  
Albuquerque, NM 87103

Re: Del Webb at Mirehaven Phase 3 (TR N-2-B-2 BULK PLAT FOR TRACTS N-2-B-1, N-2-B-2 & N-2-C-1) - Final Plat DRB 1006864

Dear Ms. Dicome:

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

- Development Review Application
- Form S(2)
- Seven (7) copies of each of the Final Plat
- Three (3) Perimeter Wall Exhibits
- Zone Atlas Page
- Copy of recorded SIA
- Digital Copy – including DXF file

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents the third phase of the private, age restricted residential development at Mirehaven and encompasses approximately 23.07 acres subdivided into 87 lots of varying sizes and 12 Private Open Space Parcels. We request that this item be scheduled for the next appropriate DRB hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,  
Bohannon Huston, Inc.



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

Enclosures

Cc: Kevin Patton, Pulte Group



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

<b>Administrative Decisions</b>	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	<b>Policy Decisions</b>
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input checked="" type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
<b>Decisions Requiring a Public Meeting or Hearing</b>	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	<b>Appeals</b>
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

**APPLICATION INFORMATION**

Applicant: Pulte Development of New Mexico		Phone: 505-341-9850
Address: 7601 Jefferson St NE Suite 320		Email: kevin.patton@pultegroup.com
City: Albuquerque	State: NM	Zip: 87109
Professional/Agent (if any): Bohannon Huston Inc.		Phone: 505-823-1000
Address: 7500 Jefferson St NE		Email: ypadilla@bhinc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List <u>all</u> owners:	

**BRIEF DESCRIPTION OF REQUEST**

Final Plat Approval

**SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)**

Lot or Tract No.: TR N-2-B-2 BULK PLAT FOR TRACTS N-2-B-1, N-2-B-2 & N-2-C-1	Block:	Unit:
Subdivision/Addition: Watershed Subdivision	MRGCD Map No.:	UPC Code: 100805935214140102
Zone Atlas Page(s): H-08-Z	Existing Zoning:	Proposed Zoning: No change
# of Existing Lots: 1	# of Proposed Lots: 87	Total Area of Site (acres): 23.0746

**LOCATION OF PROPERTY BY STREETS**

Site Address/Street: MIREHAVEN PKWY NW ALBUQUERQUE NM 87120	Between: Tierra Pintada Blvd	and: Echo Canyon
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**CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)**

<b>Signature:</b> Yolanda Padilla Moyer	<b>Date:</b> 12/21/18
<b>Printed Name:</b> Yolanda Padilla Moyer	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

**FOR OFFICIAL USE ONLY**

Case Numbers	Action	Fees
-		
-		
-		
Meeting/Hearing Date:		Fee Total:
Staff Signature:	Date:	Project #

**FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS**

**Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.**

A single PDF file of the complete application including all plans and documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD.

A Variance – DRB for the Bulk Transfer of Land requires application on Form V in addition to this FORM S2.

**INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS**

- Interpreter Needed for Hearing?  if yes, indicate language: \_\_\_\_\_
- Zone Atlas map with the entire site clearly outlined and labeled

**SKETCH PLAT REVIEW AND COMMENT**

- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (7 copies, folded)
- Letter describing, explaining, and justifying the request

**MAJOR SUBDIVISION FINAL PLAT APPROVAL**

- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Copy of recorded IIA
- DXF file and hard copy of final plat data for AGIS submitted and approved
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer


**MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL**

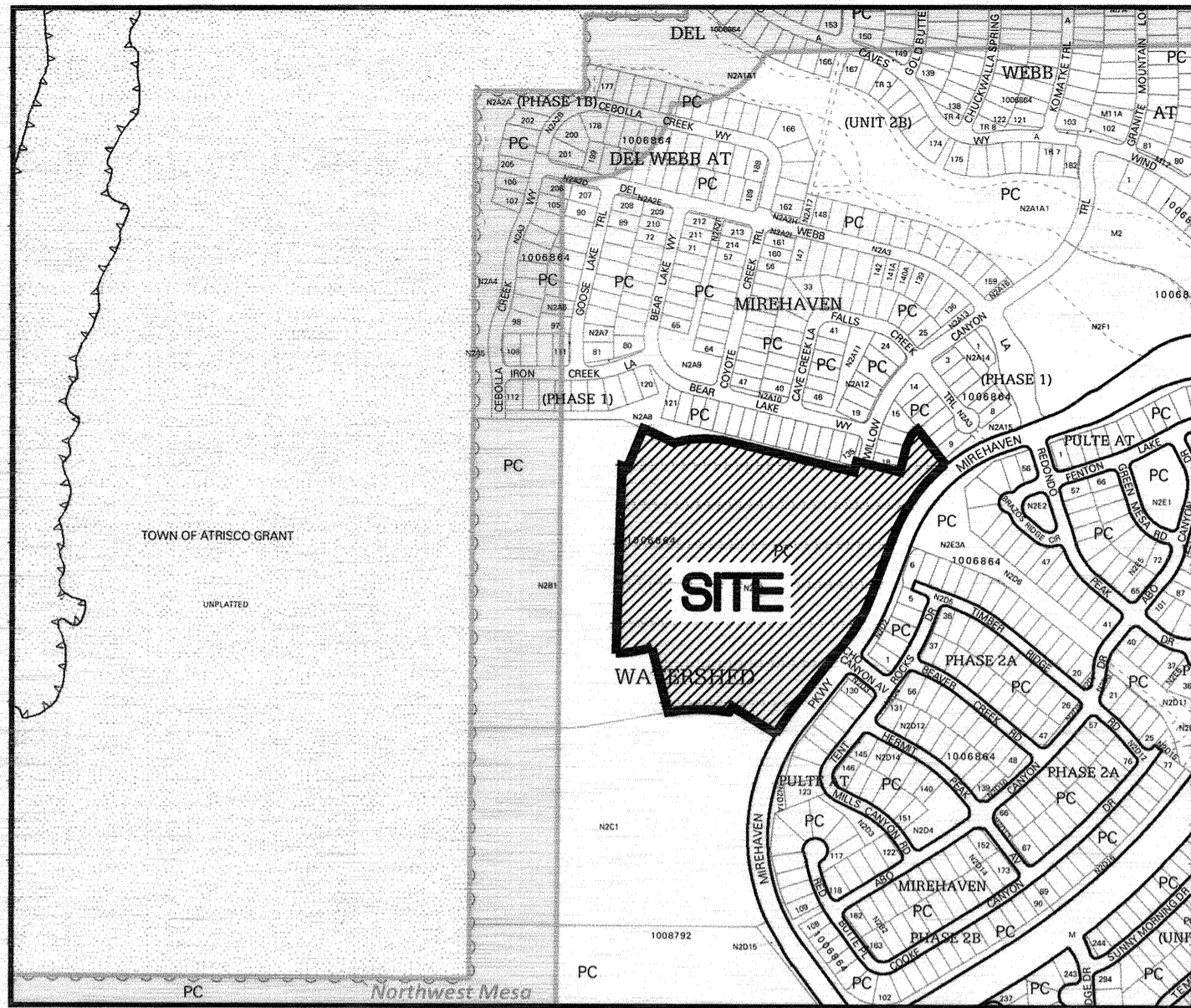
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use (7 copies, folded)
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(l)
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Proposed Infrastructure List, if applicable
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

**MINOR AMENDMENT TO PRELIMINARY PLAT**

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Infrastructure List, if applicable
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)

**Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.**

<p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p>	
<p>Signature: <u>Yolanda Moya</u></p>	<p>Date: <u>12/21/18</u></p>
<p>Printed Name: <u>Yolanda Padi Hla Moya</u></p>	<p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p>
<p><b>FOR OFFICIAL USE ONLY</b></p>	
<p>Project Number: _____</p>	<p>Case Numbers _____</p>
<p>_____</p>	<p style="text-align: center;">-</p>
<p>_____</p>	<p style="text-align: center;">-</p>
<p>_____</p>	<p style="text-align: center;">-</p>
<p>Staff Signature: _____</p>	
<p>Date: _____</p>	



Vicinity Map - Zone Atlas H-08-Z

**Legal Description**

TRACTS N-2-B-2 OF THE WATERSHED SUBDIVISION, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED IN THE BULK PLAT ENTITLED "BULK PLAT FOR TRACTS N-2-B-1, N-2-B-2 & N-2-C-1, WATERSHED SUBDIVISION, BEING COMPRISED OF TRACTS N-2-B AND N-2-C, WATERSHED SUBDIVISION, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON DECEMBER 14, 2017, IN BOOK 2017C, PAGE 143.

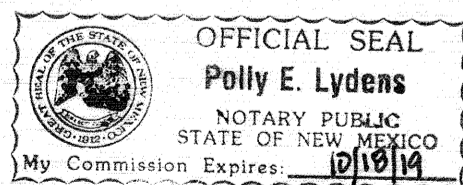
**Free Consent**

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF DO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITIES EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR BURIED DISTRIBUTION LINES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THEIR RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

PULTE HOMES OF NEW MEXICO, INC.

KEVIN PATTON  
DIRECTOR OF LAND PLANNING AND ENTITLEMENTS  
PULTE HOMES OF NEW MEXICO, INC.

12/13/18  
DATE



STATE OF New Mexico }  
COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 13, 2018  
BY: KEVIN PATTON, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS, PULTE HOMES

By: Polly E. Lydens  
NOTARY PUBLIC

MY COMMISSION EXPIRES 10/18/19

**Indexing Information**

Projected Section 8, Township 10 North, Range 2 East,  
N.M.P.M. Town of Atrisco Grant  
Subdivision: Watershed Subdivision  
Owner: Pulte Homes of New Mexico, Inc.  
UPC #: 100805935214140102

**Purpose of Plat**

1. SUBDIVIDE EXISTING TRACT AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.

**Subdivision Data**

GROSS ACREAGE.....23.0746 ACRES  
ZONE ATLAS PAGE NO.....H-08-Z  
NUMBER OF EXISTING TRACTS.....1  
NUMBER OF LOTS CREATED.....87  
NUMBER OF TRACTS CREATED.....12  
MILES OF FULL-WIDTH STREETS.....0.749 MILES  
MILES OF HALF-WIDTH STREETS.....0.00 MILES  
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE.....0.00 ACRES  
DATE OF SURVEY.....AUGUST 2018

**Notes**

1. FIELD SURVEY PERFORMED IN AUGUST 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-GRID).
4. MEASURED BEARINGS AND DISTANCES MATCH RECORD BEARINGS AND DISTANCES AS SHOWN ON THE PLAT OF RECORD.
5. PRIVATE BLANKET PEDESTRIAN ACCESS EASEMENT GRANTED WITH THE FILING OF THIS PLAT OVER TRACTS 'C', 'M' AND 'V'. SHOWN HEREON UNDER EASEMENT NOTES AS [7].
6. PUBLIC BLANKET DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT OVER TRACT 'M'. SHOWN HERON UNDER EASEMENT NOTES AS [8].
7. TRACT '1' IS GRANTED AS A PERMANENT PRIVATE ACCESS EASEMENT, RESERVED FOR, GRANTED TO, AND TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION, WITH THE FILING OF THIS PLAT.
8. TRACTS 'C', 'D', 'G', 'H', 'I', 'J', 'K', 'M', 'U', 'V' AND 'W' WILL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION.

**Documents**

1. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 14, 2017, IN BOOK 2017C, PAGE 143.

**Public Utility Easements**

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

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

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

**Disclaimer**

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

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UPC

# 100805935214140102

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for  
Del Webb @ Mirehaven, Unit 3A  
Being Comprised of  
Tract N-2-B-2  
Watershed Subdivision  
City of Albuquerque  
Bernalillo County, New Mexico  
November 2018**

**Approved and Accepted by:**

APPROVAL AND CONDITIONAL ACCEPTANCE AS SPECIFIED BY THE ALBUQUERQUE SUBDIVISION ORDINANCE, CHAPTER 14 ARTICLE 14 OF THE REVISED ORDINANCES OF ALBUQUERQUE, NEW MEXICO, 1994.

**Project Number:** \_\_\_\_\_

**Application Number:** \_\_\_\_\_

**Plat Approvals:**

PNM Electric Services

Qwest Corp. d/b/a CenturyLink QC

New Mexico Gas Company

Comcast

**City Approvals:**

Steven M. Risenhoover P.S. 11/14/18  
City Surveyor

Traffic Engineer

ABCWUA

Parks and Recreation Department

AMAFCA

City Engineer

DRB Chairperson, Planning Department

Code Enforcement

**Surveyor's Certificate**

"I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON, THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF THE ALBUQUERQUE SUBDIVISION ORDINANCE, AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF."

Will Plotner Jr. 12/12/18  
Will Plotner Jr. Date  
N.M.R.P.S. No. 14271

**CSI-CARTESIAN SURVEYS INC.**

P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505) 891-0244

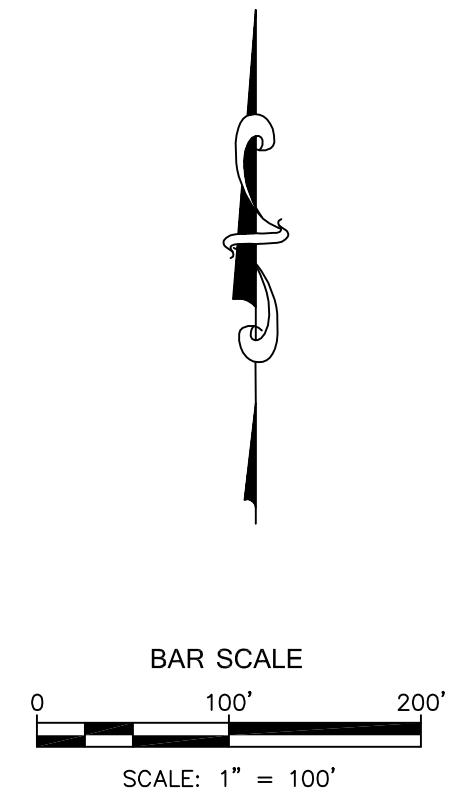


**Plat for  
Del Webb @ Mirehaven, Unit 3A  
Being Comprised of  
Tract N-2-B-2  
Watershed Subdivision  
City of Albuquerque  
Bernalillo County, New Mexico  
November 2018**

ACS Monument "BHI-41"  
NAD 1983 CENTRAL ZONE  
X=1491701.376 \*  
Y=1496608.828 \*  
Z=N/A \* (NAVD 1988)  
G-G=0.99967093  
Mapping Angle=-0°17'09.70"  
\*U.S. SURVEY FEET

**Legend**

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED



**Solar Collection Note**  
PER SECTION 14-14-4-7 OF THE SUBDIVISION ORDINANCE:  
NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERRECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

**CSI-CARTESIAN SURVEYS INC.**  
P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505) 891-0244



ACS Monument "REWARD"  
NAD 1983 CENTRAL ZONE  
X=1491190.819 \*  
Y=1487364.063 \*  
Z=5319.688 \* (NAVD 1988)  
G-G=0.999675005  
Mapping Angle=-0°17'12.26"  
\*U.S. SURVEY FEET

SEE SHEET 3  
SEE SHEET 4

SEE SHEET 3  
SEE SHEET 4

Tract N-2-B-1  
Watershed Subdivision  
(12/14/2017, 2017C-143)

Tract N-2-E-3  
Pulte @ Mirehaven  
Phase I  
(06/30/14, 2014C-64)

Pulte @ Mirehaven  
Phase 2A  
(5/20/16, 2016C-59)

Pulte @ Mirehaven  
Phase 2B  
(2/08/17, 2017C-11)

Tract N-2-C-1  
Watershed Subdivision  
(12/14/2017, 2017C-143)

**Legend**

- N 90°00'00" E MEASURED BEARINGS AND DISTANCES
- FOUND MONUMENT AS INDICATED
- SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

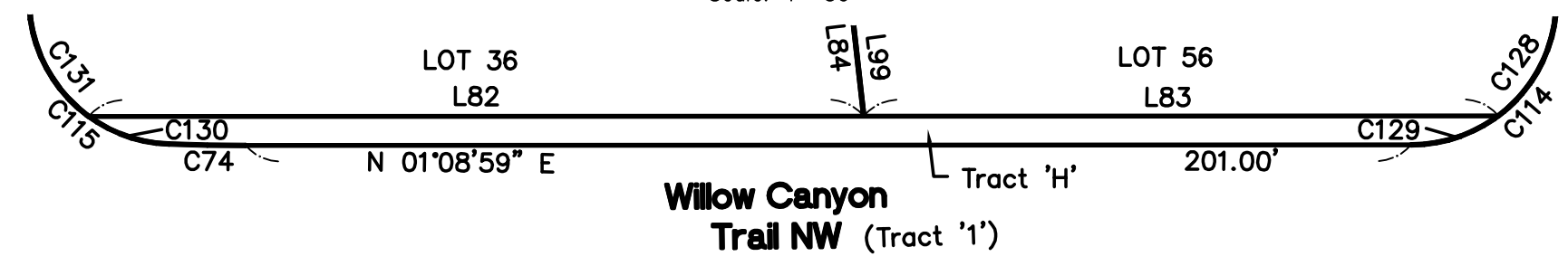
**Plat for  
Del Webb @ Mirehaven, Unit 3A**  
Being Comprised of  
**Tract N-2-B-2**  
Watershed Subdivision  
City of Albuquerque  
Bernalillo County, New Mexico  
November 2018

Sugar Creek Lane NW

Crystal Creek Lane NW

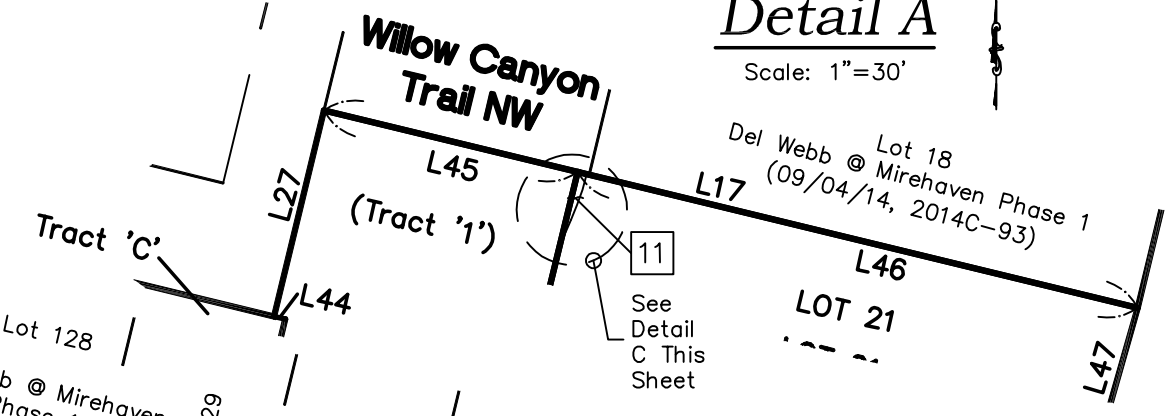
**Detail B**

Scale: 1"=30'



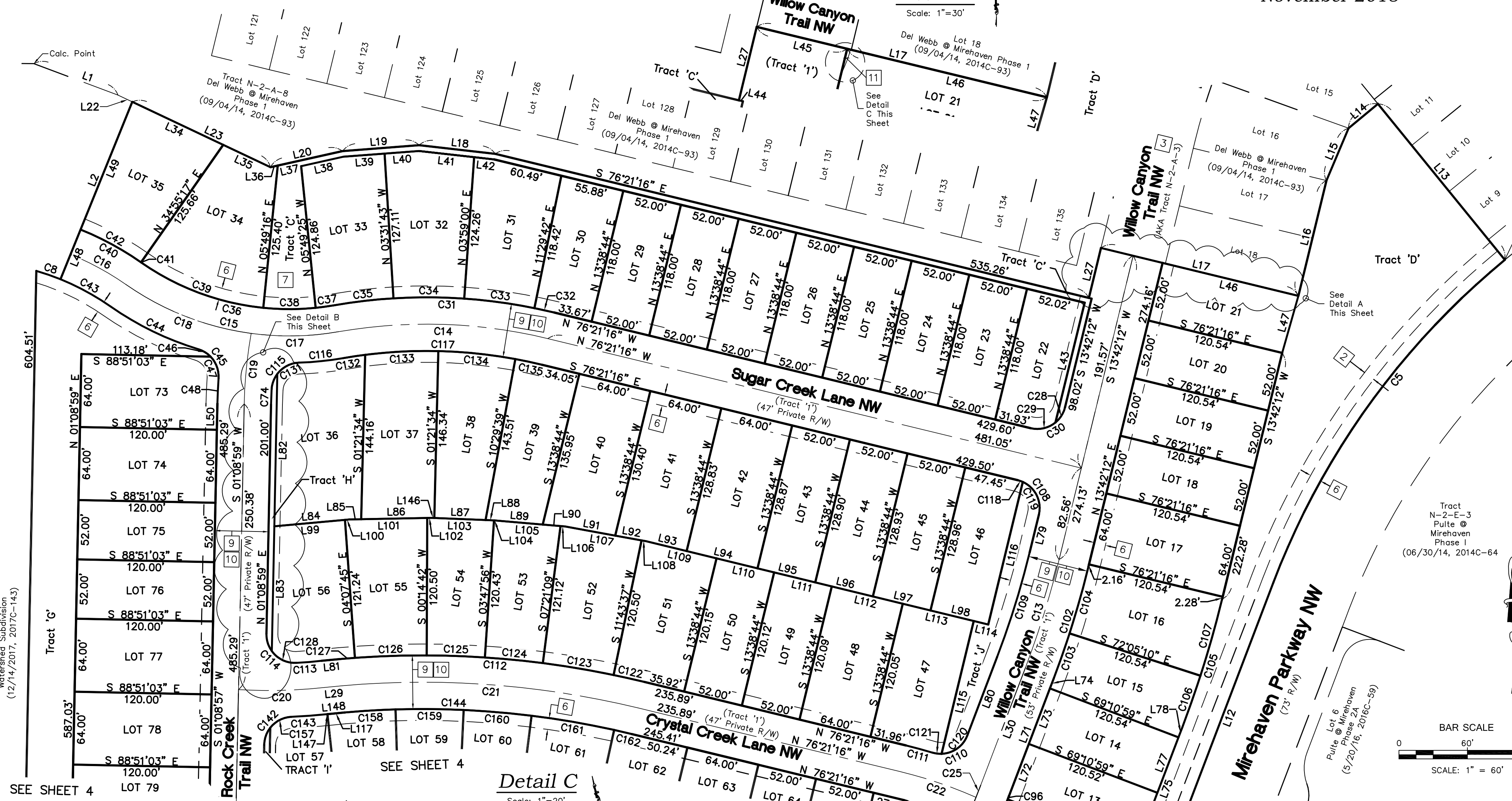
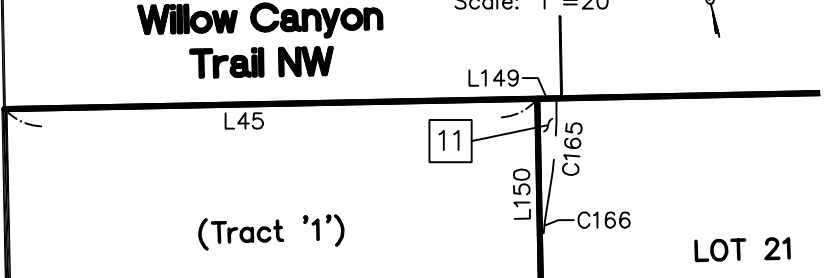
**Detail A**

Scale: 1"=30'



**Detail C**

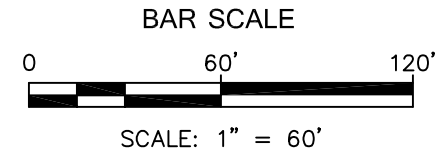
Scale: 1"=20'



Tract N-2-B-1  
Watershed Subdivision  
(12/14/2017, 2017C-143)

Tract  
N-2-E-3  
Pulte @  
Mirehaven  
Phase I  
(06/30/14, 2014C-64)

Lot 6  
Pulte @ Mirehaven  
Phase 2A  
(5/20/16, 2016C-59)



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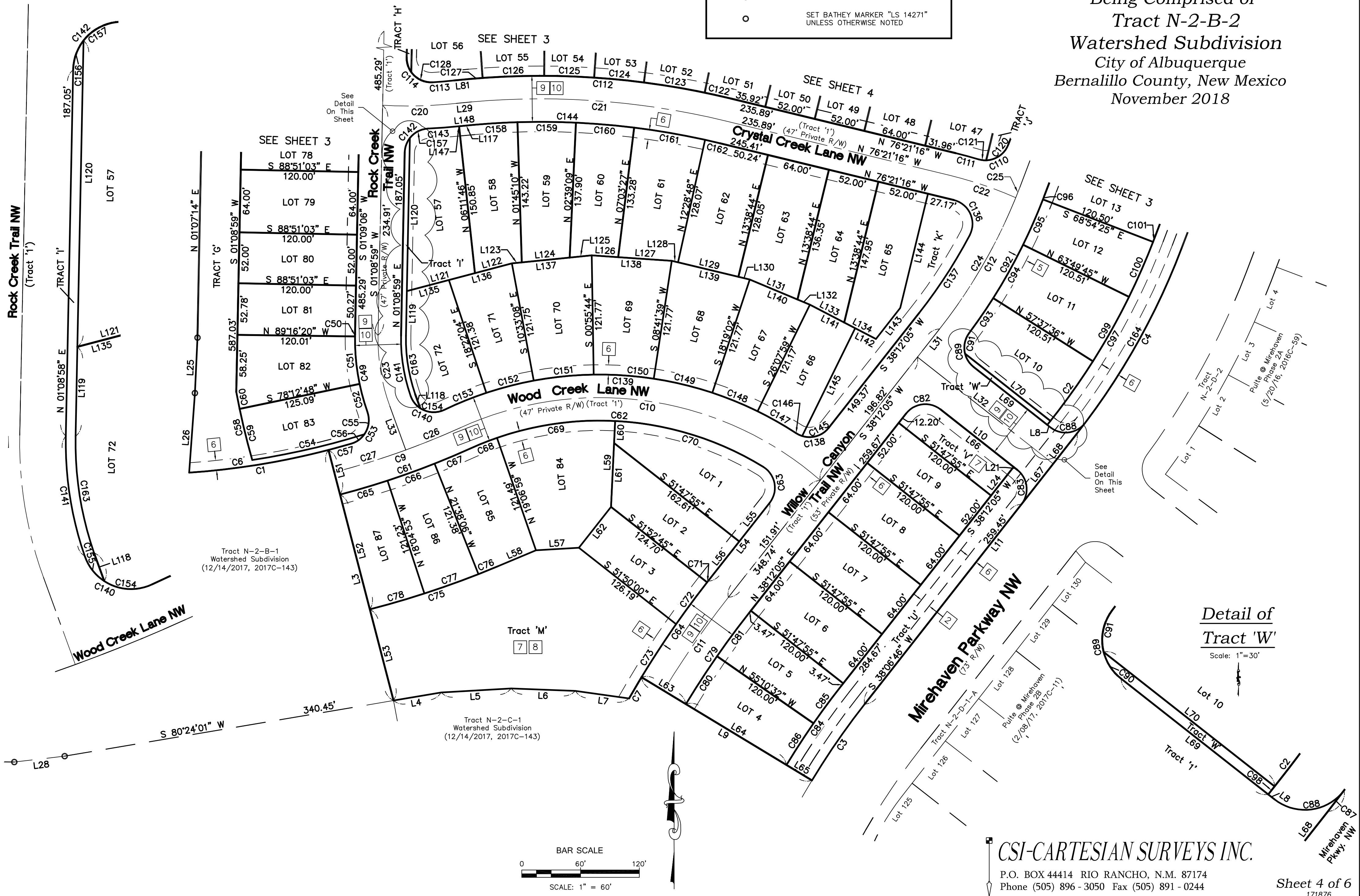
Detail of  
Tract 'I'

Scale: 1"=30'

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND MONUMENT AS INDICATED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED

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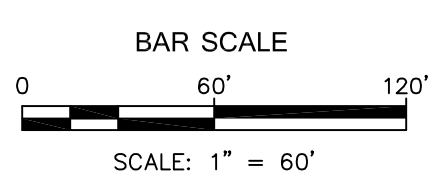


Tract N-2-B-1  
Watershed Subdivision  
(12/14/2017, 2017C-143)

Tract N-2-C-1  
Watershed Subdivision  
(12/14/2017, 2017C-143)

Detail of  
Tract 'W'

Scale: 1"=30'



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P.O. BOX 44414 RIO RANCHO, N.M. 87174  
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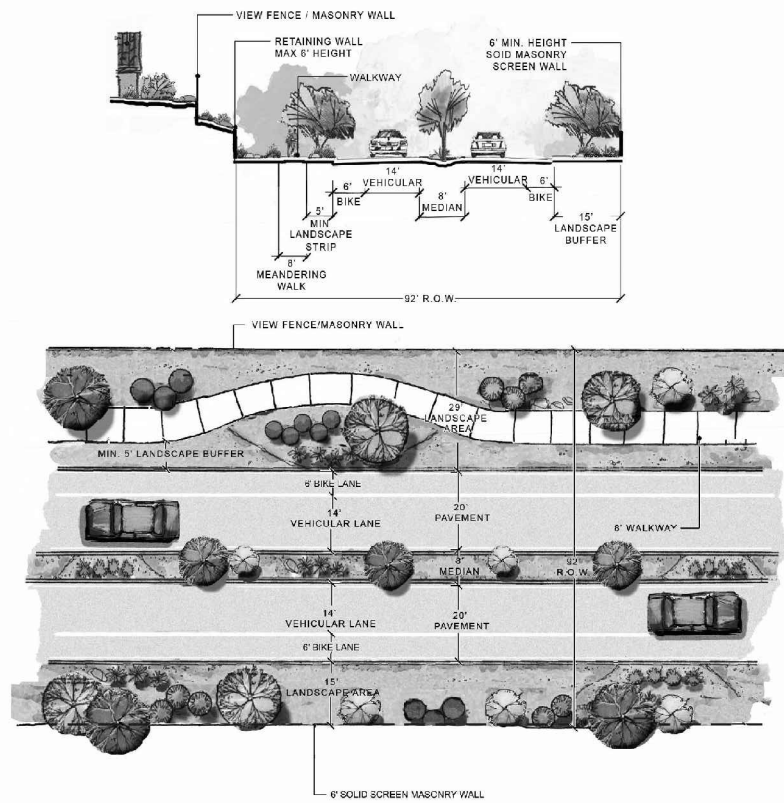




# DEL WEBB @ MIREHAVEN PHASE 3 / PHASE 4

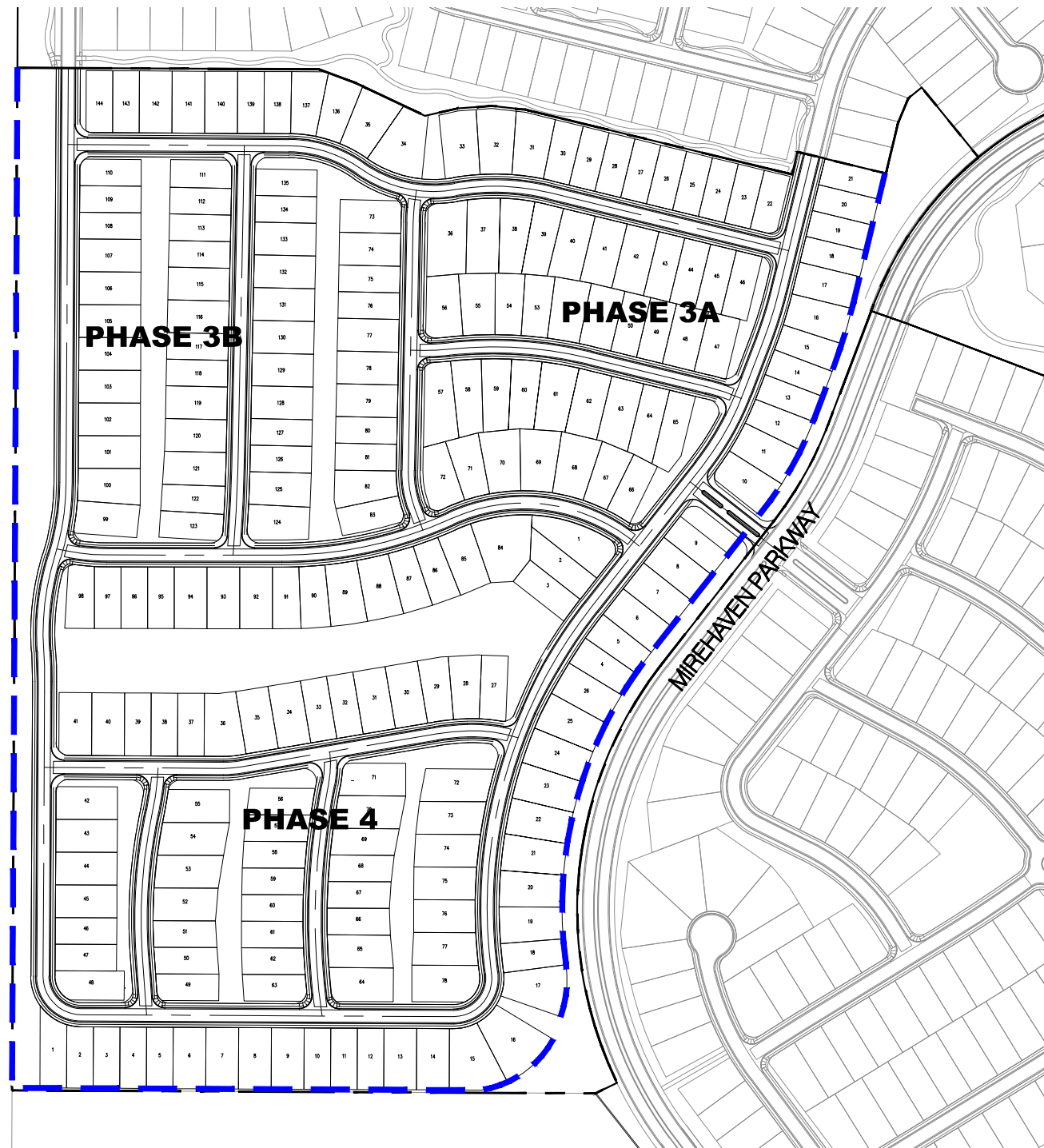
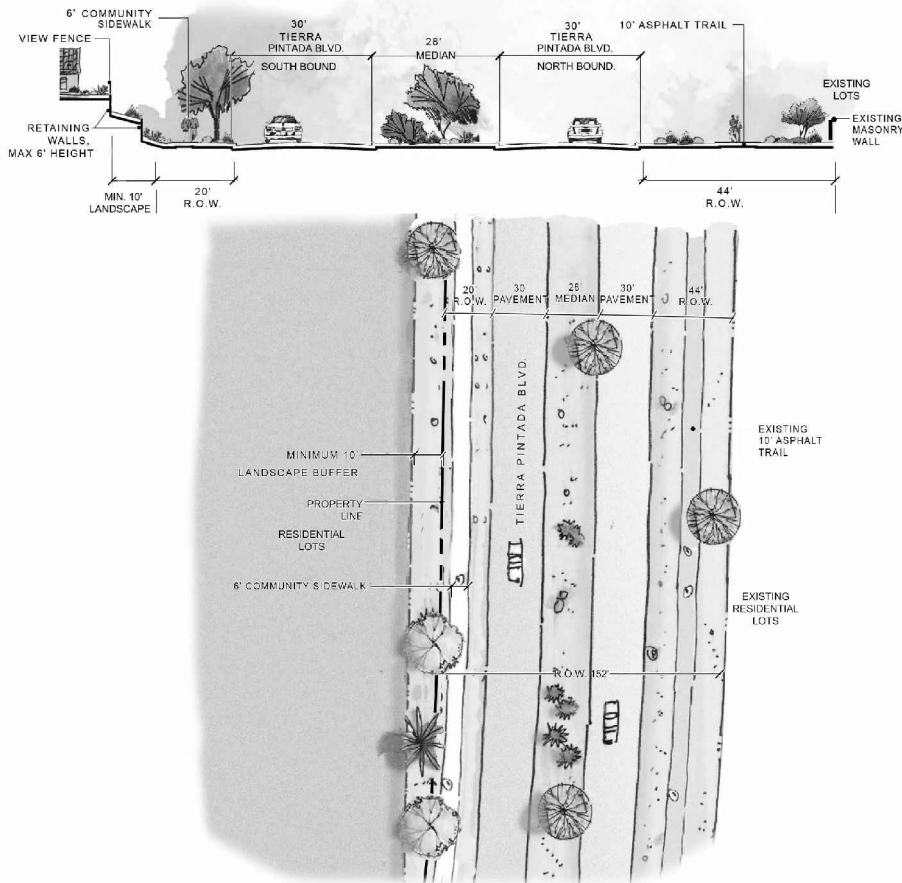
WALL EXHIBIT

April, 2018



L. The roadway section for Tierra Pintada includes a landscaped median, an existing 10-foot wide trail on the east side and an existing 6-foot wide sidewalk on the west side. Landscaped parkways and buffers shall be provided on both sides of the roadway.

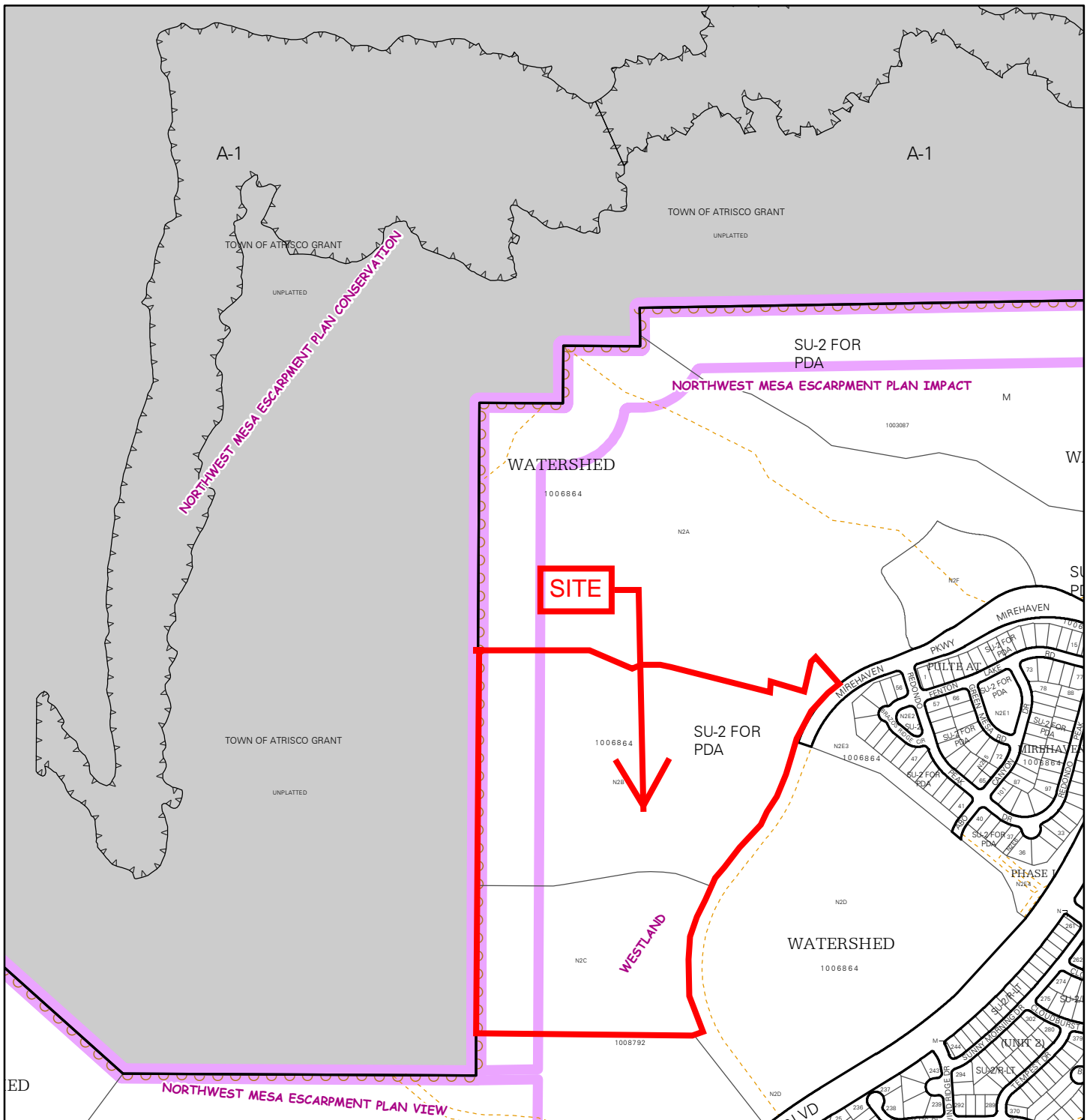
M. TIERRA PINTADA BOULEVARD - Illustrative Section and Plan Views



--- PROPOSED PERIMETER WALL LOCATION



N.T.S



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

AGIS  
Albuquerque Geographic Information System

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**H-08-Z**

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,500 Feet

Map amended through: 9/2/2014

**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

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

THIS AGREEMENT is made this 26<sup>th</sup> day of November, 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.** ("Developer"), 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 **505-349-9952 (Paul Wymer)**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Replat of Tract N-2-B-1, N-2-B-2, and Tract N-2-C-1, Watershed Subdivision**, recorded on **December 14, 2017 (2017C-0143)** in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico Inc., a Michigan Corporation** ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Del Webb @ Mirehaven Phase 3A** describing Developer's Property ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, 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 Plan.

2. **Improvements and Construction Deadline.** The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **November 1, 2020**, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **650482**.

Doc# 2018102928

11/28/2018 02:53 PM Page: 1 of 15  
AGRE R \$25.00 Linda Stover, Bernalillo County



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) 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 Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer 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 Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer 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 Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. 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 Developer 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 Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 7)

Note: The Developer 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 CSI-Cartesian, and construction surveying of the private Improvements shall be performed by CSI-Cartesian. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer 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 Developer 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 Bohannan Huston, Inc. and inspection of the private Improvements shall be performed by Bohannan Huston, Inc., 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 Developer 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 Developer 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 Bohannan Huston, Inc., and field testing of the private Improvements shall be performed by Bohannan Huston, 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 Developer 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 Developer 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 Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer 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 I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Surety Bond No: US 000862465018A  
Amount: \$ 2,663,769.60  
Name of Financial Institution or Surety providing Guaranty:  
XL Specialty Insurance Company  
Date City first able to call Guaranty (Construction Completion Deadline):  
November 1, 2020  
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 Developer 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 Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). 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 Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.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 Developer 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.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer 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 Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

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 Developer 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 I.D.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 Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer 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 Developer, its agents,



representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer 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 Developer 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 Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer'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 Developer 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 Developer 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 Developer'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 Developer 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 Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer 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 Developer'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. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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

DEVELOPER: Pulte Development of NM, Inc.,  
a Michigan Corp.

By [Signature] 

Name [Print]: Kevin Patton

Title: Director of Land Planning & Entitlements

Dated: 10/15/18

CITY OF ALBUQUERQUE

By:  

Shahab Biazar, P.E., City Engineer

Dated: 11/26/18

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 15 day of October, 2018, by  
[name of person:] Kevin Patton, [title or capacity, for instance,  
"President" or "Owner":] Director of Land Planning & Entitlements of  
[Developer:] Pulte Development of NM, Inc., a Michigan Corp.

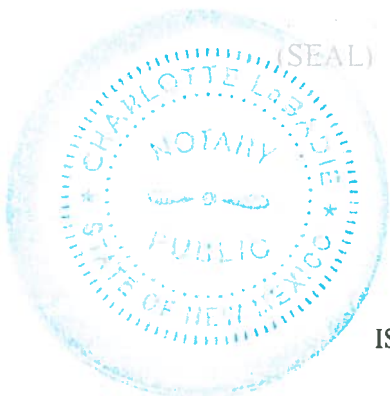


Polly E Lydens  
Notary Public  
My Commission Expires: 10/18/19

CITY'S NOTARY

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

This instrument was acknowledged before me on this 26<sup>th</sup> day of November, 2018,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.



Charlotte Labadie  
Notary Public  
My Commission Expires: March 15, 2021

[EXHIBIT A ATTACHED]  
[POWER OF ATTORNEY ATTACHED IF DEVELOPER  
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

**POWER OF ATTORNEY**

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

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

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

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

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

OWNER: Pulte Homes of New Mexico, Inc., a Michigan corporation

By [Signature:]:  Dated: 1/23/18

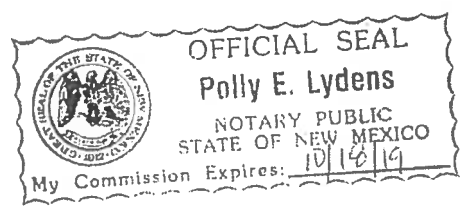
Name [Print]: Kevin Patton, Title: Director of Land Planning & Entitlements

The foregoing Power of Attorney was acknowledged before me on JANUARY 23, 2018, by [name of person:] Kevin Patton, [title or capacity, for instance "President":] Director of Land Planning & Entitlements of [Owner:] Pulte Homes of New Mexico, Inc., a Michigan corporation on behalf of the Owner.

(SEAL)

  
Notary Public

My Commission Expires: 10/18/19



ORIGINAL

Figure 12  
INFRASTRUCTURE LIST  
EXHIBIT "A"  
TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (DRB) REQUIRED INFRASTRUCTURE LIST  
DEL WEBB AT MIREHAVEN PHASE 3 & 4  
(TRACT M AND TRACT N-2-A-1, WATERSHED)

Date Submitted: \_\_\_\_\_  
Date Site Plan Approved: 7-11-18  
Date Preliminary Plat Approved: 7-06-18  
Date Preliminary Plat Expires: \_\_\_\_\_  
DRB Project No. \_\_\_\_\_  
1008864

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 DRG Chair determines that appropriate items and/or unforeseen items have not been included in the infrastructure listing, the DRG Chair may include those items in the listing and related financial guarantee. Likewise, if the DRG Chair determines that appropriate 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 DRG Chair, the User Department and approver. 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 DRG Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		8" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	PHASE 3A4 BOUNDARY	NORTH BOUNDARY	/	/	/
		10" DIA (3WR)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	ECHO CANYON LANE	NORTH BOUNDARY	/	/	/
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ROCK CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE	/	/	/
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	SUGAR CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL	/	/	/
		4" DIA (3WR)	WATERLINE W/NEC. VALVES MJS & RJS.	SUGAR CREEK LANE	5' EAST EAST PROPERTY LINE OF LOT 43	WILLOW CANYON TRAIL	/	/	/
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	CRYSTAL CREEK LANE	ROCK CREEK TRAIL	WILLOW CANYON TRAIL	/	/	/
		8" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ECHO CANYON LANE	WILLOW CANYON TRAIL	MIREHAVEN PARKWAY	/	/	/
		10" DIA (3WR)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ECHO CANYON LANE	WILLOW CANYON TRAIL	MIREHAVEN PARKWAY	/	/	/
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WOOD CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL	/	/	/

SIA Sequence #	COA DRG Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	WILLOW CANYON TRAIL	PHASE 3A1 4 BOUNDARY	NORTH BOUNDARY	/	/	/
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	ROCK CREEK TRAIL	LOT 63	SUGAR CREEK LANE	/	/	/
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	SUGAR CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL	/	/	/
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	CRYSTAL CREEK LANE	LOT 57	WILLOW CANYON TRAIL	/	/	/
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	WOOD CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL	/	/	/

SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
18-22" DIA	RCP W/ NEC. MANS. LATENTALS & INLETS	WILLOW CANYON TRAIL	PHASE 3A / A BOUNDARY	LOT 21
18-30" DIA	RCP W/ NEC. MANS. LATENTALS & INLETS	SUGAR CREEK LANE	LOT 35	WILLOW CANYON TRAIL
	POND	LINEAR PARK		

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

NOTES:

A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY

ALL SLOPES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER

\* ACTUAL SIZE TO BE DETERMINED BY HGL A1 DRC

SIA Sequence #	COA DRC Project #

**PRIVATE ROADWAY IMPROVEMENTS - ON-SITE PHASE 3A**

Size	Type of Improvement	Location	From	To
32' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	WILLOW CANYON TRAIL	PHASE 3A / A BOUNDARY	NORTH BOUNDARY
28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	ROCK CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	SUGAR CREEK LANE	PHASE 3A / JB BOUNDARY	WILLOW CANYON TRAIL
28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	CRYSTAL CREEK LANE	ROCK CREEK TRAIL	WILLOW CANYON TRAIL
28' F-F	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	WOOD CREEK LANE	PHASE 3A / JB BOUNDARY	WILLOW CANYON TRAIL
36' F-F 6' MEDIAN 15' INGRESS 15' EGRESS	RESIDENTIAL PAVING W/PCC CURB & GUTTER & PCC 6" WIDE SIDEWALK ON S SIDE ONLY	ECHO CANYON LANE	WILLOW CANYON TRAIL	MREHAVEN PARKWAY
6'	TRAIL	BETWEEN LOTS 33 & 34	SUGAR CREEK LANE	NORTH BOUNDARY

Private Inspector	City Inspector	City Const Engineer
/	/	/
/	/	/
/	/	/
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NOTE: STREET LIGHTS AS REQUIRED PER THE COA DPM

\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS  
 \*SIDEWALK TO BE WAIVED ON: 1) NORTHSIDE OF ECHO CANYON LANE  
 \*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
<b>PUBLIC WATERLINE IMPROVEMENTS-PHASE 3B</b>				
6" DA (4W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	PEBBLE CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
8" DA (4W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	CEBOLLA CREEK WAY	PHASE 3B/ 4 BOUNDARY	NORTH BOUNDARY
6" DA (4W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	SUGAR CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY
6" DA (4W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	WOOD CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY

Private Inspector	City Inspector	City Cost Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
<b>PUBLIC SANITARY SEWER IMPROVEMENTS-PHASE 3B</b>				
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	PEBBLE CREEK TRAIL	LOT 123	WOODCREEK LANE
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	CEBOLLA CREEK WAY	LOT 09	NORTH BOUNDARY
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	SUGAR CREEK LANE	LOT 144	PHASE 3A/ 3B BOUNDARY
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	WOOD CREEK LANE	LOT 98	PHASE 3A/ 3B BOUNDARY

Private Inspector	City Inspector	City Cost Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
<b>PUBLIC STORM DRAIN IMPROVEMENTS-PHASE 3B</b>				
	INLET	SUGAR CREEK LANE	ON PHASE 3A/3B BOUNDARY	

DRAINAGE STRUCTURE TO BE LOCATED AT NATURAL LOWPOINTS ON WESTERN MONUMENT BOUNDARY WHERE A WALL IS TO BE CONSTRUCTED  
 A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY  
 ALL SLORES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER

Private Inspector	City Inspector	City Cost Engineer



SIA Sequence #	COA DRC Project #

**PRIVATE ROADWAY IMPROVEMENTS - OESITE PHASE 3B**

Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK* ON BOTH SIDES	PEBBLE CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON EAST SIDE TRAIL ON WEST SIDE	CEBOLLA CREEK WAY	PHASE 3B/ 4 BOUNDARY	NORTH BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	SUGAR CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	WOOD CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY

NOTE: STREET LIGHTS AS REQUIRED PER THE COA DPM

\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS

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

Private Inspector	City Inspector	City Const Engineer

SIA Sequence #	COA DRC Project #

**PUBLIC WATERLINE IMPROVEMENTS-PHASE 4**

Size	Type of Improvement	Location	From	To
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	COUGAR CREEK LANE	PHASE 3A/ 4 BOUNDARY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	BUFFALO BROOK WAY	COUGAR CREEK LANE	LOST CREEK WAY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	GNEISS TRAIL	COUGAR CREEK LANE	LOST CREEK WAY
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	CEBOLLA CREEK WAY	COUGAR CREEK LANE	PHASE 3B/ 4 BOUNDARY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LOST CREEK WAY	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	COUGAR CREEK LANE	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL

Private Inspector	City Inspector	City Const Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	LOST CREEK WAY	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	COUGAR CREEK LANE	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
8'	TRAIL	WEST OF LOT 1	CEBOLLA CREEK WAY	SOUTH BOUNDARY
8'	TRAIL	LINEAR PARK	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
NOTE:	STREET LIGHTS AS REQUIRED PER THE COA DFM			

Private Inspector	City Inspector	City Cst Engineer

\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS  
 \*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRG

**AGENT/OWNER**

YOLANDA PADILLA MOYER, P.E.  
 PREPARED BY - PRINT NAME

BOHANNAN HUSTON INC.  
 FIRM

Signature: *Yolanda Padilla Moyer*  
 SIGNATURE

MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION

**DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

*W. J. ...*  
 PRES CHAIR

*...*  
 TRANSPORTATION DEVELOPMENT

*...*  
 AECWUA

*Code Enforcement*  
 Code Enforcement

7.11.18  
 DATE

7/11/18  
 DATE

7/11/18  
 DATE

7/11/18  
 DATE

*...*  
 PARKS & RECREATION

*...*  
 AMATECA

*...*  
 CITY ENGINEER

*...*  
 DATE

7/11/18  
 DATE

7/11/2018  
 DATE

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRG CHAIR	USER DEPARTMENT	AGENT/OWNER

## Joshua Lutz

---

**From:** Yolanda Padilla Moyer  
**Sent:** Wednesday, December 19, 2018 2:47 PM  
**To:** Joshua Lutz; Abraham Ortiz  
**Subject:** FW: Project 1006864 (CPN650482)

Here is the approval email for the dxf.

Yolanda

**From:** D King <[cartesiandenise@gmail.com](mailto:cartesiandenise@gmail.com)>  
**Sent:** Wednesday, December 19, 2018 2:44 PM  
**To:** Yolanda Padilla Moyer <[ypadilla@bhinc.com](mailto:ypadilla@bhinc.com)>  
**Subject:** Fwd: Project 1006864 (CPN650482)

Yolanda,

Here is the dxf approval for Del Webb 3A.

----- Forwarded message -----

**From:** **Thompson, Sophia S.** <[ssthompson@cabq.gov](mailto:ssthompson@cabq.gov)>  
**Date:** Wed, Dec 19, 2018 at 2:43 PM  
**Subject:** RE: Project 1006864 (CPN650482)  
**To:** D King <[cartesiandenise@gmail.com](mailto:cartesiandenise@gmail.com)>, Planning Plat Approval <[platgisreview@cabq.gov](mailto:platgisreview@cabq.gov)>  
**Cc:** Dicome, Kym <[kdicome@cabq.gov](mailto:kdicome@cabq.gov)>

Hi Denise,

Your dxf for Watershed Subdivision has been approved. This email will also notify the DRB office.

As a side note, in future, please provide a project number beginning with PR2018 if applicable as well as the old project number (ie. 1006864).

Thank you.

Sophia



## SOPHIA THOMPSON

gis specialist

o 505.924.3803

e [ssthompson@cabq.gov](mailto:ssthompson@cabq.gov)

[cabq.gov/planning](http://cabq.gov/planning)

**From:** D King [mailto:[cartesiandenise@gmail.com](mailto:cartesiandenise@gmail.com)]  
**Sent:** Wednesday, December 19, 2018 10:47 AM  
**To:** Planning Plat Approval  
**Cc:** Yolanda Padilla Moyer  
**Subject:** Project 1006864 (CPN650482)

Good morning,

Attached you will find the DXF file for the above referenced project, as well as a PDF for the plat. The ground to grid factor is 0.9996675047 with a base point of N=0, E=1,640,416.667.

Please let me know if you have any questions.

--

Thanks,

Denise King

CADD Tech  
CSI-Cartesian Surveys Inc.

PO Box 44414

Rio Rancho NM 87174

(company) 505-896-3050 Ext. 109

(fax) 505-891-0244

<https://ddei3-0-ctp.trendmicro.com:443/wis/clicktime/v1/query?url=www.cartesiansurveys.com&umid=179F405B-7D63-9D05-A15A-404C8FE8A785&auth=f0ebcd052f61e7a39dc93191e8a01d02608499af-62aedba8c9aa7bbfa9c162e0575665016ec6870b>

Email: [cartesiandenise@gmail.com](mailto:cartesiandenise@gmail.com)

=====  
This message has been analyzed by Deep Discovery Email Inspector.

--  
Thanks,

Denise King

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