

December 4, 2017

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

Re: Del Webb at Mirehaven Phase 2B (Replat of Tracts M-1 and Tract N-2-A-1-A of Del Webb at Mirehaven, Unit 2A) - Final Plat DRB 1006864

Dear Mr. Cloud:

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

- Application for Development Review
- Form S(3)
- Six (6) copies of each of the Final Plat
- Three (3) Perimeter Wall Exhibits
- Zone Atlas Page
- Copy of recorded SIA
- Digital Copy

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents the second phase of the private, age restricted residential development at Mirehaven and encompasses approximately 35.89 acres which includes 80 lots of varying sizes and 8 private Open Spaces Parcel. 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

# City of Albuquerque



## DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

**SUBDIVISION** S  
Z

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

**SITE DEVELOPMENT PLAN** P

for Subdivision Purposes  
 for Building Permit  
 Administrative Amendment (AA)  
 IP Master Development Plan D  
 Cert. of Appropriateness (LUCC) L  
A

**STORM DRAINAGE (Form D)**  
 Storm Drainage Cost Allocation Plan

**ZONING & PLANNING**

Annexation  
 County Submittal  
 EPC Submittal  
 Zone Map Amendment (Establish or Change Zoning)  
 Sector Plan (Phase I, II, III)  
 Amendment to Sector, Area, Facility or Comprehensive Plan  
 Text Amendment (Zoning Code/Sub Regs)  
 Street Name Change (Local & Collector)

**APPEAL / PROTEST of...**  
 Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeal

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

**APPLICATION INFORMATION:**

Professional/Agent (if any): Bohannan Huston, Inc. PHONE: (505) 823-1000  
 ADDRESS: 7500 Jefferson NE FAX: (505) 798-7988  
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ypadilla@bhinc.com  
 APPLICANT: Pulte Development of New Mexico PHONE: 505-341-8591  
 ADDRESS: 7601 Jefferson St NE Suite 320 FAX: 505-761-9850  
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: Kevin.Patton@PulteGroup.com  
 Proprietary interest in site: Owner List all owners: \_\_\_\_\_

**DESCRIPTION OF REQUEST:** Final Plat Approval

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

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

Lot or Tract No. Tracts M-1 and Tract N-2-A-1 of Del Webb @ Mirehaven, Unit 2A Block: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Subdiv/Addn/TBKA: Watershed Subdivision  
 Existing Zoning: SU-2 for PDA Proposed zoning: No change MRGCD Map No \_\_\_\_\_  
 Zone Atlas page(s): H-8 UPC Code: 100805949134210101

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_Z\_, V\_, S\_, etc.): \_\_\_\_\_  
1006864 15EPC-40049

**CASE INFORMATION:**

Within city limits?  Yes Within 1000FT of a landfill?  no  
 No. of existing lots: 2 No. of proposed lots: 80 Total area of site (acres): 35.89 ac

LOCATION PROPERTY BY STREETS: On or Near: Tierra Pintada Blvd  
 Between: MIREHAVEN PARKWAY and WESTCREEK PLACE

Check-off if project was previously reviewed by Sketch Plat/Plan  or Pre-application Review Team . Date of review:

SIGNATURE Yolanda Padilla Moyer DATE 12/4/17  
 (Print) Yolanda Padilla Moyer Applicant  Agent

**FOR OFFICIAL USE ONLY**

Form revised 9/01, 3/03, 7/03, 10/03, 04/04

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

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

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

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

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

- SKETCH PLAT REVIEW AND COMMENT (DRB22)** Your attendance is required.
- Scale drawing of the proposed subdivision plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - List any original and/or related file numbers on the cover application

- EXTENSION OF MAJOR PRELIMINARY PLAT (DRB08)** Your attendance is required.
- Preliminary Plat reduced to 8.5" x 11"
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Copy of DRB approved infrastructure list
  - Copy of the LATEST Official DRB Notice of approval for Preliminary Plat Extension request
  - List any original and/or related file numbers on the cover application
- Extension of preliminary plat approval expires after one year.

- MAJOR SUBDIVISION FINAL PLAT APPROVAL (DRB12)** Your attendance is required.
- Proposed Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
  - Design elevations & cross sections of perimeter walls **3 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - Copy of recorded SIA
  - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
  - List any original and/or related file numbers on the cover application
  - DXF file and hard copy of final plat data for AGIS is required.

- MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL (DRB16)** Your attendance is required.
- 5 Acres or more: Certificate of No Effect or Approval
  - Proposed Preliminary / Final Plat (folded to fit into an 8.5" by 14" pocket) **6 copies** for unadvertised meetings ensure property owner's and City Surveyor's signatures are on the plat prior to submittal
  - Signed & recorded Final Pre-Development Facilities Fee Agreement for Residential development only
  - Design elevations and cross sections of perimeter walls (11" by 17" maximum) **3 copies**
  - Site sketch with measurements showing structures, parking, Bldg. setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
  - Fee (see schedule)
  - List any original and/or related file numbers on the cover application
  - Infrastructure list if required (verify with DRB Engineer)
  - DXF file and hard copy of final plat data for AGIS is required.

- AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.
- PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.
- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application
- Amended preliminary plat approval expires after one year

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

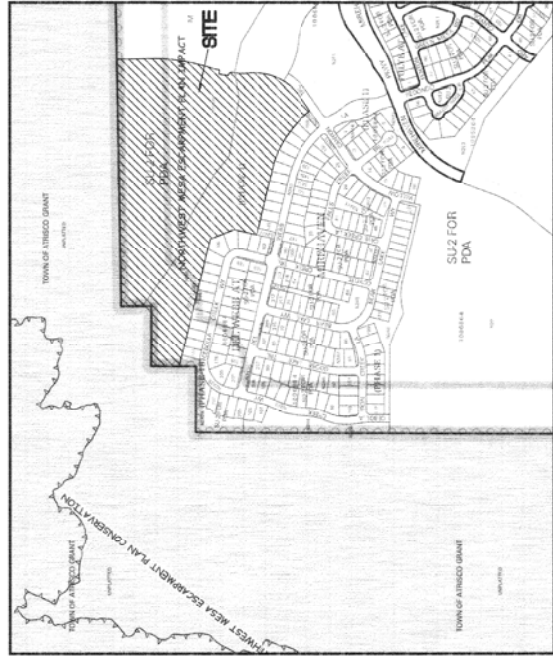
Yolanda Padilla Moyer  
 Applicant name (print)  
Yolanda Padilla Moyer  
 Applicant signature / date



Form revised October 2007

- |  |                          |
|--|--------------------------|
| <input type="checkbox"/> Checklists complete | Application case numbers |
| <input type="checkbox"/> Fees collected      | _____ - _____            |
| <input type="checkbox"/> Case #s assigned    | _____ - _____            |
| <input type="checkbox"/> Related #s listed   | _____ - _____            |

\_\_\_\_\_ Planner signature / date  
 \_\_\_\_\_ Project #



**Vicinity Map - Zone Atlas H-08-Z**

**Purpose of Plat**

- SUBDIVIDE AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- ELIMINATE LOT LINES AS SHOWN HEREON.

**Documents**

- CORRECTION PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON AUGUST 11, 2017 IN BOOK 2017C, PAGE 93.

**Legal Description**

TRACTS M-1 & N-2-A-1-A OF DEL WEBB @ MIREHAVEN, PHASE 2A, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE CORRECTION PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON AUGUST, 11, 2017, IN BOOK 2017C, FOLIO 93.

**Notes**

- FIELD SURVEY PERFORMED IN SEPTEMBER 2017.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE BASIS OF BEARINGS REFERENCES MODIFIED NEW MEXICO STATE PLANE COORDINATES (NAD 83-GROUND) USING A GROUND TO GRID FACTOR OF 0.9996675047 WITH A BASE POINT OF N=0, E=1,640,416.667.
- LOT LINES TO BE ELIMINATED SHOWN HEREON AS . . . . .
- CENTERLINE MONUMENTS SHALL BE INSTALLED AT P.C.'S, P.T.'S AND STREET INTERSECTIONS PRIOR TO THE ACCEPTANCE OF SUBDIVISION STREET IMPROVEMENTS AND SHALL CONSIST OF A STANDARD 3-1/2" ALUMINUM CAP STAMPED "CITY OF ALBUQUERQUE, CENTERLINE MONUMENTATION, SURVEY MARKER, LS 14271" IN LIEU OF RIGHT OF WAY POINTS.
- IN LIEU OF FRONT CORNERS, A WITNESS CORNER BEING A CHISELED "X" SHALL BE SET IN THE GUTTER PAN AT THE COMPLETION OF THE CONSTRUCTION, ALL OTHER CORNERS SHALL BE A SET BATTERY MARKER WITH CAP, LS 14271, OR WHERE WALLS ARE PRESENT, A PK NAIL WITH TAG "LS 14271" IN THE FACE OF THE WALL FOR LINE ONLY.
- TRACTS M-1 & N-2-A-1-A-1 WILL BE OWNED AND MAINTAINED BY DEL WEBB HOMEOWNERS' ASSOCIATION.
- PRIVATE BLANKET DRAINAGE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE WITH THE FILING OF THIS PLAT OVER TRACTS 3, 5, 6, 7, 8 AND N-2-A-1-A-1, SHOWN HEREON UNDER EASEMENT NOTES AS (8).
- PORTIONS OF TRACT N-2-A-1-A AND M-1 ARE LOCATED IN FLOOD ZONES "AO" (DEPT 1) AND "X", AS SHOWN ON MAPS HAVING FIRM NO. 35001C0307H, REVISED AUGUST 16, 2012 AND FIRM NO. 35000C0326H, REVISED NOVEMBER 4, 2016.
- TRACT A IS GRANTED AS A PERMANENT PRIVATE ACCESS EASEMENT, FOR LOTS 103-182, RESERVED FOR, GRANTED TO, AND TO BE MAINTAINED BY DEL WEBB HOMEOWNER'S ASSOCIATION, WITH THE FILING OF THIS PLAT.
- MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION, AS SHOWN ON THE PLAT OF RECORD.

**Indexing Information**

Projected Section 8, Township 10 North, Range 2 East, N.M.P.M. Town of Atisceno Grant  
 Subdivision: Del Webb @ Mirehaven, Phase 2A  
 Owner: Del Webb Homeowners Association (Tract N-2-A-1-A)  
 Pulte Homes of New Mexico, Inc. (Tract M-1)  
 UPC #1BD (Tract M-1)  
 #1BD (Tract N-2-A-1-A)

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND PAID ON UPC  
 # \_\_\_\_\_  
 # \_\_\_\_\_  
 PROPERTY OWNER OF RECORD  
 BERNALILLO COUNTY TREASURER'S OFFICE

**Subdivision Data**

GROSS ACREAGE . . . . . 35.8970 ACRES  
 ZONE ATLAS PAGE NO. . . . . H-8-Z  
 NUMBER OF EXISTING LOTS . . . . . 12  
 NUMBER OF LOTS TO BE CREATED . . . . . 40  
 NUMBER OF TRACTS CREATED . . . . . 10  
 MILES OF PUBLIC FULL-WIDTH STREETS . . . . . 0.00 MILES  
 MILES OF PUBLIC HALF-WIDTH STREETS . . . . . 0.00 MILES  
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE . . . . . 0.00 ACRES  
 MILES OF PRIVATE STREETS CREATED . . . . . 0.8425 MILES  
 AREA OF PRIVATE STREETS CREATED . . . . . 4.6599 ACRES  
 DATE OF SURVEY . . . . . OCTOBER 2017

**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 HEREIN, 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 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, ACCESS EASEMENTS ARE PERMANENT.

PULTE HOMES OF NEW MEXICO, INC.  
 FOR TRACT M-1

*John Tate*  
 JOHN TATE, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS  
 PULTE HOMES OF NEW MEXICO, INC.  
 11/20/17 DATE

STATE OF } SS New Mexico  
 COUNTY OF } Bernalillo

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 11/30/2017

NOTARY PUBLIC } MARYLIN COLEMAN

MY COMMISSION EXPIRES 7/18/2019



**Plat for**  
**Del Webb @ Mirehaven, Unit 2B**  
 Being Comprised of  
 Tracts M-1 & N-2-A-1-A  
 Del Webb @ Mirehaven, Unit 2A  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 October 2017

Project Number:  
Application Number:  
Utility Approvals:

PJM Electric Services  
 Quest Corp. d/b/o CenturyLink OC  
 New Mexico Gas Company  
 Comcast

**City Approvals:**

*Soren A. Reinboorn* F.S. 11/29/17  
 City Surveyor

Traffic Engineer

ABCMUA

Parks and Recreation Department

AMA/FA

City Engineer

DRB Chairperson, Planning Department

Real Property Division

**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 REGISTERED PROFESSIONAL SURVEYORS OF THE MINIMUM QUALIFICATION 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.*  
 Will Plotner Jr.  
 N.M.R.P.S. No. 14271  
 11/28/17 Date



**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 2B**  
Being Comprised of  
Tracts M-1 & N-2-A-1-A, Del  
Webb @ Mirehaven, Unit 2A  
City of Albuquerque,  
Bernalillo County, New Mexico  
October 2017

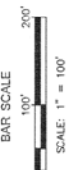
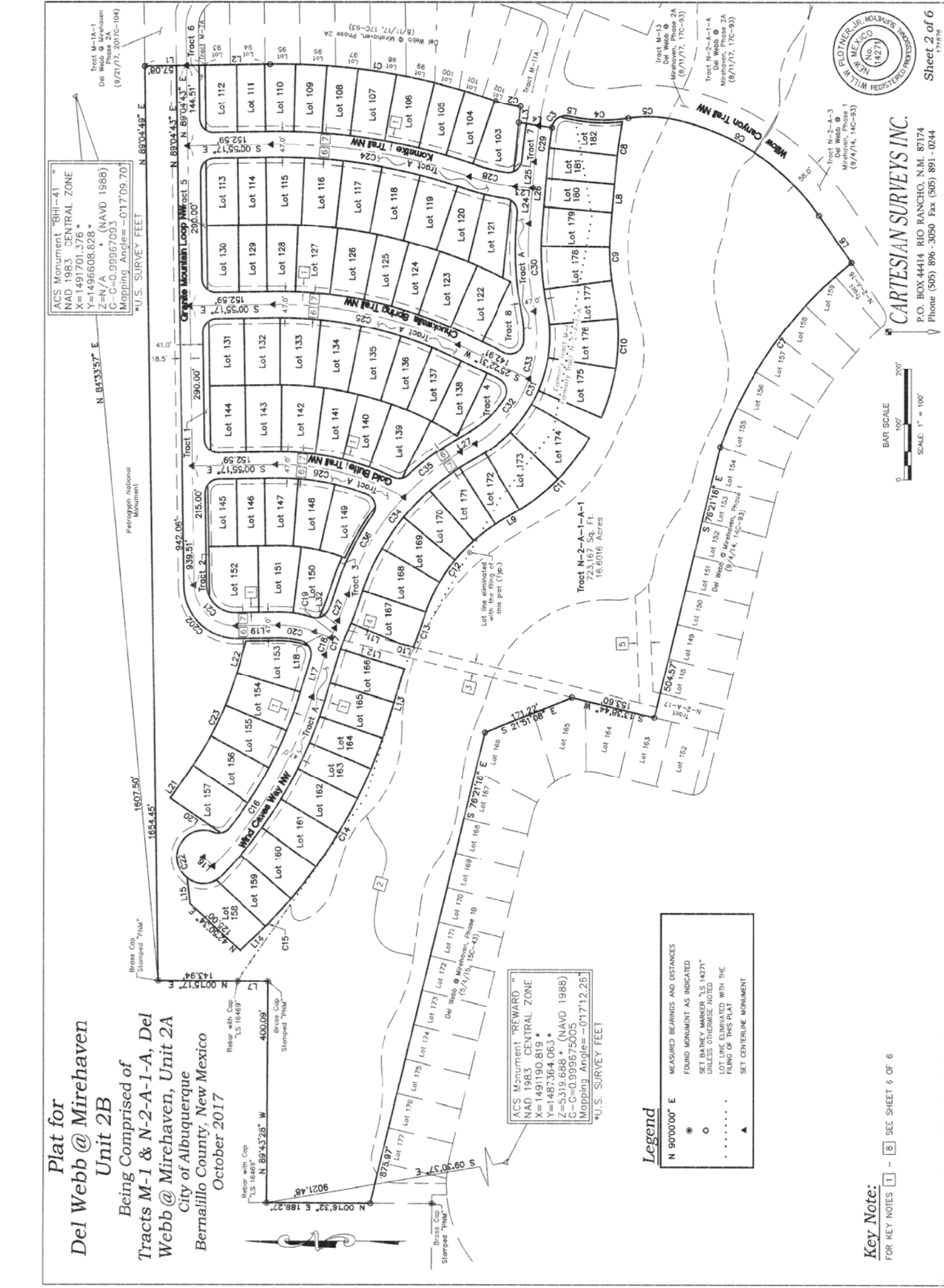
ACS Monument "BHI-41"  
NAD 1983 CENTRAL ZONE  
X=1491701.376 \*  
Y=1496608.828 \*  
Z=N/A \* (NAVD 1988)  
G-C=0.99967093  
Mapping Angle=-017.09.70"

ACS Monument "REWARD"  
NAD 1983 CENTRAL ZONE  
X=1491190.819 \*  
Y=1487364.063 \*  
Z=5319.688 \* (NAVD 1988)  
G-C=0.999675005  
Mapping Angle=-017.12.26"  
\*U.S. SURVEY FEET

**Legend**

- N 90°00'00" E MEASURED BEARINGS AND DISTANCES
- FOUND MONUMENT AS INDICATED
- SET BAILEY MARKER "LS 14271"
- UNLESS OTHERWISE NOTED
- ..... LOT LINE ELIMINATED WITH THE
- ..... FILING OF THIS PLAT
- ▲ SET CENTERLINE MONUMENT

**Key Note:**  
FOR KEY NOTES 1 - 8 SEE SHEET 6 OF 6

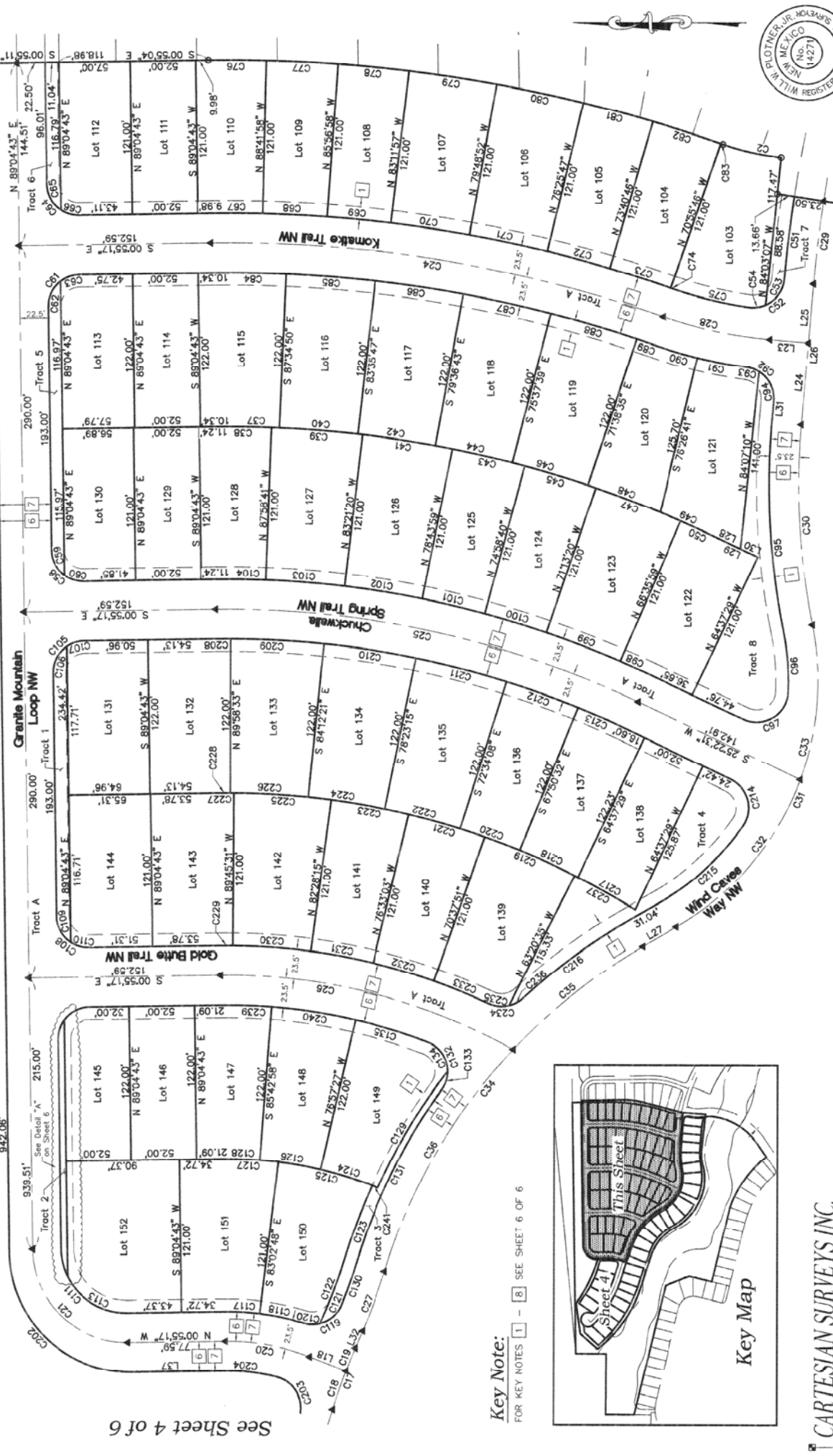
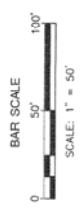


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**Plat for  
Del Webb @ Mirehaven, Unit 2B**  
Being Comprised of  
Tracts M-1 & N-2-A-1-A, Del Webb @ Mirehaven, Unit 2A  
City of Albuquerque Bernalillo County, New Mexico  
October 2017

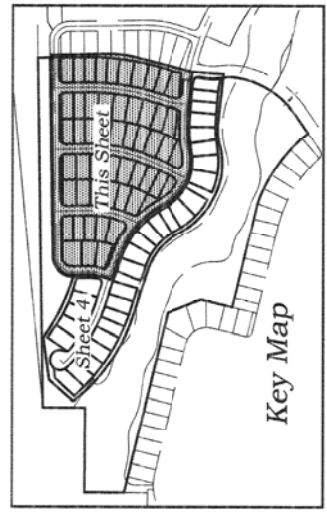
**Legend**

N 90°00'00" E  
 ● MEASURED BEARINGS AND DISTANCES  
 ○ FOUND MONUMENT AS INDICATED  
 ○ SET BATHEY MARKER "LS 14271"  
 ○ UNLESS OTHERWISE NOTED  
 ○ LOT LINE ELIMINATED WITH THE  
 ○ FILING OF THIS PLAT  
 ○ SET CENTERLINE MONUMENT



See Sheet 4 of 6

**Key Note:**  
FOR KEY NOTES 1 - 8 SEE SHEET 6 OF 6



**Key Map**

**CARTESIAN SURVEYS INC.**  
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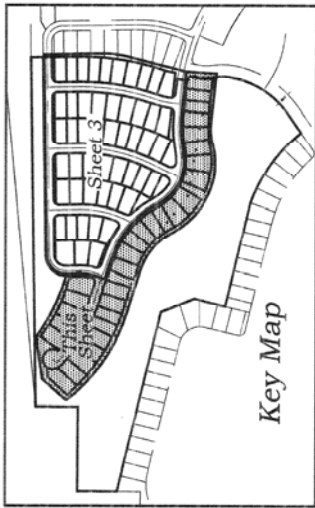
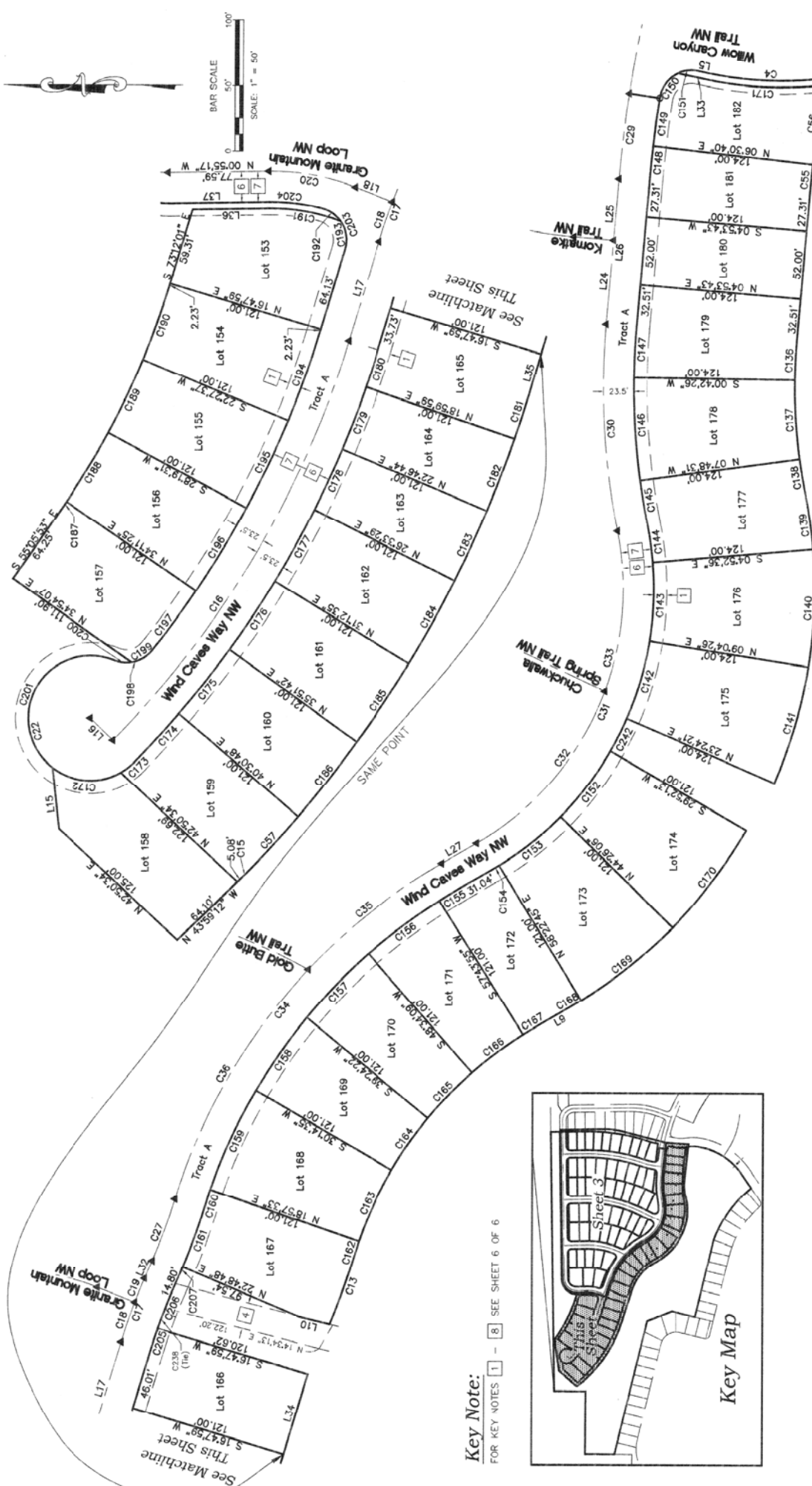
See Sheet 4 of 6



**Legend**

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
○	FOUND MONUMENT AS INDICATED
●	SET BATHY MARKER "LS 14271"
○	UNLESS OTHERWISE NOTED
.....	LOT LINE ELIMINATED WITH THE
.....	FLING OF THIS PLAT
▲	SET CENTERLINE MONUMENT

**Plat for  
Del Webb @ Mirehaven, Unit 2B  
Being Comprised of  
Tracts M-1 & N-2-A-1-A, Del Webb @ Mirehaven, Unit 2A  
City of Albuquerque Bernalillo County, New Mexico  
October 2017**



**Key Note:**  
FOR KEY NOTES 1 - 8 SEE SHEET 6 OF 6

**CARTESIAN SURVEYS INC.**  
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**Plat for**  
**Del Webb @ Mirehaven**  
**Unit 2B**  
 Being Comprised of  
**Tracts M-1 & N-2-A-1-A, Del Webb @ Mirehaven, Unit 2A**  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 October 2017

Line #	Direction	Length (ft)
L1	S 00°55'11" E	109.12
L2	S 00°35'04" E	118.98
L3	N 84°03'07" W	28.89
L4	S 08°40'53" W	6.62
L5	S 11°56'05" W	6.62
L6	S 05°19'02" E	103.95
L7	S 00°17'20" W	56.11
L8	S 85°06'17" E	111.82
L9	N 30°09'00" W	31.04
L10	S 13°38'44" W	23.76
L11	N 22°48'48" E	97.54
L12	S 16°59'57" W	120.62
L13	S 73°21'01" E	97.73
L14	S 43°59'12" E	69.18
L15	S 83°44'02" E	46.88
L16	S 44°13'42" W	24.50
L17	S 73°21'01" E	79.74
L18	N 21°31'31" W	30.95
L19	N 00°55'17" W	77.59
L20	N 34°54'07" E	111.90
L21	S 55°05'53" E	64.25
L22	S 73°21'01" E	61.54
L23	S 04°53'43" W	30.99
L24	S 85°06'17" E	64.66
L25	S 85°06'17" E	47.16
L26	S 85°06'17" E	111.82
L27	S 20°09'00" E	31.04
L28	S 25°22'31" W	21.39
L29	S 25°22'31" W	36.65
L30	S 25°22'31" W	15.26
L31	S 85°06'17" E	16.56
L32	S 86°25'05" W	21.62
L33	N 11°56'05" W	64.00
L34	N 73°21'01" E	33.73
L35	N 73°21'01" E	59.01
L36	S 00°55'17" E	75.14
L37	N 00°55'17" W	59.11

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C141	93.18'	372.50'	141°55'	92.93'	S 73°45'36" E
C142	62.16'	248.50'	141°55'	62.00'	S 73°45'36" E

**CARTESIAN SURVEYS INC.**  
 P.O. BOX 44414 RIO RANCHO, N.M. 87174  
 Phone (505) 896-3050 Fax (505) 891-0244  
 Sheet 5 of 6  
11/18/16

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C181	34.34'	894.50'	211°58'	34.34'	S 72°06'01" E
C182	59.00'	894.50'	3°46'45"	58.99'	S 69°06'39" E
C183	59.00'	894.50'	3°46'45"	58.99'	S 65°19'54" E
C184	72.82'	894.50'	4°39'06"	72.60'	S 61°06'58" E
C185	72.82'	894.50'	4°39'06"	72.60'	S 56°22'51" E
C186	72.82'	894.50'	4°39'06"	72.60'	S 51°48'45" E
C187	7.52'	605.50'	0°42'43"	7.52'	S 64°36'38" E
C188	61.98'	605.50'	5°51'54"	61.95'	S 58°44'32" E
C189	61.98'	605.50'	5°51'54"	61.95'	S 54°02'12" E
C190	39.82'	605.50'	5°39'38"	39.80'	S 70°22'28" E
C191	35.90'	146.50'	21°51'38"	35.56'	N 10°00'32" E
C192	17.52'	25.00'	40°08'38"	17.16'	N 34°41'41" E
C193	22.70'	25.00'	52°07'59"	21.93'	N 80°42'00" E
C194	71.77'	726.50'	5°39'38"	71.74'	S 70°22'12" E
C195	74.37'	726.50'	5°51'54"	74.33'	S 64°36'26" E
C196	74.37'	726.50'	5°51'54"	74.33'	S 58°44'32" E
C197	57.05'	726.50'	4°29'56"	57.03'	S 53°33'37" E
C198	32.11'	25.00'	73°35'56"	29.95'	N 14°30'41" W
C199	18.73'	25.00'	40°00'22"	17.92'	S 30°18'28" E
C200	13.79'	25.00'	31°35'34"	13.61'	S 06°29'30" W
C201	138.06'	48.00'	1644°74'	95.16'	N 60°06'34" W
C202	150.72'	95.00'	90°00'00"	135.69'	S 44°04'43" W
C203	40.22'	25.00'	92°10'38"	36.02'	N 60°42'40" E
C204	41.01'	151.50'	15°32'39"	40.88'	N 06°51'02" E
C205	18.00'	426.50'	2°25'05"	18.00'	N 71°59'28" W
C206	31.17'	426.50'	4°11'16"	31.17'	N 68°41'18" W
C207	4.89'	473.50'	0°35'32"	4.89'	S 66°53'28" E
C208	11.46'	731.50'	0°53'50"	11.46'	N 00°28'22" W
C209	74.28'	731.50'	5°49'06"	74.25'	N 08°42'12" E
C210	74.28'	731.50'	5°49'06"	74.25'	N 24°32'48" E
C211	74.28'	731.50'	5°49'06"	74.25'	N 14°31'18" E
C212	60.35'	731.50'	19°47'46"	60.33'	N 19°47'46" E
C213	41.08'	731.50'	31°30'33"	41.07'	N 24°52'59" E
C214	43.30'	25.00'	99°14'21"	38.09'	N 74°59'41" E
C215	88.75'	201.50'	25°14'08"	88.03'	S 42°46'04" E
C216	103.54'	473.50'	12°31'43"	103.33'	N 36°24'51" W
C217	52.14'	609.50'	4°54'06"	52.13'	N 29°23'13" W
C218	50.83'	609.50'	4°46'42"	50.82'	N 24°32'48" E
C219	77.53'	609.50'	7°17'16"	77.47'	N 23°00'47" E
C220	50.28'	609.50'	4°43'36"	50.27'	N 19°47'40" E
C221	62.98'	609.50'	5°55'12"	62.95'	N 16°24'33" E
C222	61.89'	609.50'	5°49'06"	61.87'	N 14°31'18" E
C223	62.98'	609.50'	5°55'12"	62.95'	N 10°29'21" E
C224	61.89'	609.50'	5°49'06"	61.87'	N 08°42'12" E
C225	77.53'	609.50'	7°17'16"	77.47'	N 03°53'07" E
C226	61.89'	609.50'	5°49'06"	61.87'	N 02°53'06" E
C227	12.37'	609.50'	1°09'47"	12.37'	N 00°20'24" W
C228	9.94'	609.50'	0°33'50"	9.94'	N 00°28'22" W
C229	9.92'	488.50'	1°09'47"	9.92'	N 00°20'24" W
C230	62.14'	488.50'	7°17'16"	62.09'	N 03°53'07" W
C231	50.47'	488.50'	5°55'12"	50.45'	N 10°29'21" E
C232	50.47'	488.50'	5°55'12"	50.45'	N 16°24'33" E
C233	46.76'	488.50'	5°29'03"	46.74'	N 22°06'41" E
C234	28.47'	25.00'	67°31'55"	27.79'	S 08°54'45" E
C235	16.79'	25.00'	38°28'18"	16.47'	S 05°37'03" W
C236	12.68'	25.00'	29°03'37"	12.54'	S 28°08'54" E
C237	55.11'	609.50'	5°10'51"	55.08'	N 29°44'51" E
C238	16.85'	426.50'	2°15'48"	16.85'	N 69°39'02" W
C239	40.11'	441.50'	5°12'20"	40.10'	N 01°49'52" E
C240	67.48'	441.50'	8°45'31"	67.42'	N 08°29'48" E

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C121	23.80'	25.00'	54°32'38"	22.91'	S 40°59'44" E
C122	54.95'	416.50'	7°33'35"	54.91'	N 69°14'42" E
C123	62.18'	483.50'	7°22'07"	62.13'	N 69°20'27" W
C124	48.03'	319.50'	8°26'47"	47.98'	N 17°20'58" E
C125	76.98'	319.50'	13°48'15"	76.79'	N 13°51'20" E
C126	48.84'	319.50'	8°45'31"	48.79'	N 05°39'48" E
C127	43.91'	319.50'	7°52'30"	43.88'	N 02°00'57" E
C128	29.03'	319.50'	5°12'20"	29.02'	N 01°40'52" E
C129	30.74'	478.50'	12°50'45"	30.73'	N 59°09'34" E
C130	35.41'	426.50'	14°52'36"	35.40'	S 70°38'47" E
C131	153.47'	473.50'	16°34'14"	152.80'	N 63°44'23" W
C132	45.89'	25.00'	104°92'37"	39.59'	N 73°11'25" E
C133	15.71'	25.00'	30°42'56"	15.45'	S 72°27'15" E
C134	29.98'	25.00'	66°42'40"	28.22'	N 55°11'27" E
C135	60.05'	441.50'	7°47'34"	60.00'	N 16°56'20" E
C136	29.98'	408.00'	8°11'57"	29.82'	N 07°11'56" W
C137	60.64'	408.00'	8°30'57"	60.58'	S 86°28'57" W
C138	26.42'	408.00'	34°2'38"	26.42'	S 80°20'10" W
C139	43.18'	372.50'	6°38'32"	43.16'	N 81°48'08" E
C140	90.70'	372.50'	12°57'02"	90.47'	S 87°54'05" E
C141	93.18'	372.50'	14°19'55"	92.93'	S 73°45'36" E
C142	62.16'	248.50'	14°19'55"	62.00'	S 73°45'36" E
C143	60.31'	248.50'	13°57'02"	60.36'	S 87°54'05" E
C144	28.81'	248.50'	6°38'32"	28.79'	N 81°48'08" E
C145	34.45'	532.00'	34°2'38"	34.45'	S 80°20'10" W
C146	79.07'	532.00'	8°30'57"	79.00'	S 86°28'57" W
C147	38.89'	532.00'	4°11'17"	38.88'	N 87°11'56" W
C148	27.54'	976.50'	1°06'58"	27.54'	N 82°24'14" W
C149	36.99'	976.50'	1°10'13"	36.98'	N 87°24'14" W
C150	24.50'	25.00'	56°23'00"	23.62'	N 53°07'37" W
C151	16.99'	25.00'	36°50'12"	16.81'	N 06°30'01" W
C152	63.17'	248.50'	13°33'54"	63.15'	S 52°50'51" E
C153	60.31'	248.50'	13°57'02"	60.36'	S 89°55'23" E
C154	6.35'	248.50'	127°32'	6.35'	S 30°52'55" E
C155	15.77'	426.50'	2°07'45"	15.77'	N 31°42'32" W
C156	68.21'	426.50'	9°09'47"	68.14'	N 36°50'58" W
C157	68.21'	426.50'	9°09'47"	68.14'	N 40°05'45" W
C158	68.21'	426.50'	9°09'47"	68.14'	N 50°10'32" W
C159	63.99'	426.50'	11°17'02"	63.86'	N 62°33'56" W
C160	14.77'	426.50'	1°59'03"	14.77'	N 72°01'58" W
C161	48.25'	473.50'	5°50'18"	48.23'	S 70°06'21" E
C162	10.58'	305.50'	1°59'03"	10.58'	N 72°01'58" W
C163	60.16'	305.50'	11°17'02"	60.07'	N 65°23'56" W
C164	48.86'	305.50'	9°09'47"	48.80'	N 55°10'32" W
C165	48.86'	305.50'	9°09'47"	48.80'	N 46°00'45" W
C166	48.86'	305.50'	9°09'47"	48.80'	N 36°50'58" W
C167	11.29'	305.50'	2°07'05"	11.29'	N 31°42'32" W
C168	9.44'	369.50'	1°37'52"	9.44'	S 30°32'55" E
C169	89.95'	369.50'	13°56'55"	89.73'	S 38°35'26" E
C170	93.93'	369.50'	14°33'54"	93.68'	S 52°50'51" E
C171	92.70'	284.00'	18°42'09"	92.29'	S 02°15'02" W
C172	56.21'	48.00'	67°10'14"	53.05'	S 03°56'46" W
C173	13.55'	48.00'	16°10'14"	13.50'	S 37°41'11" E
C174	50.15'	773.50'	3°42'33"	50.14'	S 47°37'45" E
C175	62.80'	773.50'	4°39'06"	62.78'	S 56°27'51" E
C176	62.80'	773.50'	4°39'06"	62.78'	S 51°48'45" E
C177	62.80'	773.50'	4°39'06"	62.78'	S 47°37'45" E
C178	51.02'	773.50'	3°46'45"	51.01'	S 31°46'58" E
C179	51.02'	773.50'	3°46'45"	51.01'	S 26°06'39" E
C180	29.70'	773.50'	21°59'59"	29.70'	S 72°06'01" E

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C121	23.80'	25.00'	54°32'38"	22.91'	S 40°59'44" E
C122	54.95'	416.50'	7°33'35"	54.91'	N 69°14'42" E
C123	62.18'	483.50'	7°22'07"	62.13'	N 69°20'27" W
C124	48.03'	319.50'	8°26'47"	47.98'	N 17°20'58" E
C125	76.98'	319.50'	13°48'15"	76.79'	N 13°51'20" E
C126	48.84'	319.50'	8°45'31"	48.79'	N 05°39'48" E
C127	43.91'	319.50'	7°52'30"	43.88'	N 02°00'57" E
C128	29.03'	319.50'	5°12'20"	29.02'	N 01°40'52" E
C129	30.74'	478.50'	12°50'45"	30.73'	N 59°09'34" E
C130	35.41'	426.50'	14°52'36"	35.40'	S 70°38'47" E
C131	153.47'	473.50'	16°34'14"	152.80'	N 63°44'23" W
C132	45.89'	25.00'	104°92'37"	39.59'	N 73°11'25" E
C133	15.71'	25.00'	30°42'56"	15.45'	S 72°27'15" E
C134	29.98'	25.00'	66°42'40"	28.22'	N 55°11'27" E
C135	60.05'	441.50'	7°47'34"	60.00'	N 16°56'20" E
C136	29.98'	408.00'	8°11'57"	29.82'	N 07°11'56" W
C137	60.64'	408.00'	8°30'57"	60.58'	S 86°28'57" W
C138	26.42'	408.00'	34°2'38"	26.42'	S 80°20'10" W
C139	43.18'	372.50'	6°38'32"	43.16'	N 81°48'08" E
C140	90.70'	37			







# WATERSHED DESIGN STANDARDS

The purpose of these Design Standards is to provide a framework to assist the architect, landscape architect, and designers in understanding the design goals for the project and to provide a framework for the design team to follow. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval.

These standards address the issues of landscape, site plan, lighting, and parking. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval. The standards are intended to provide design guidance for the site plan, landscape plan, and other documents that will be submitted to the City of Westland for review and approval.

## 1. APPROVAL PROCESS

The applicant shall submit the Petrosoph National Monument shall return to the EPC for review of the Site Development Plan for Subdivision. The applicant shall submit the Petrosoph National Monument shall return to the EPC for review of the Site Development Plan for Subdivision. The applicant shall submit the Petrosoph National Monument shall return to the EPC for review of the Site Development Plan for Subdivision.

## 2. DENSITY AND MINIMUM LOT AREA

Pursuant to the Westland Master Plan and Western Suburban Land Holdings Sector Development Plan, the overall gross density of the development shall be limited to 4 dwelling units per acre.

## 3. PARKING AND PARKING LOT STANDARDS

Parking at Watershed is primarily for single family residential development, however, the private clubhouse will include parking areas. The goal is to provide enough, but not excessive, amounts of parking so that the development does not become dominated by parking. All single family residential homes will include a garage.

Off-street parking for single family residential development shall be provided at the following rate:

- 2 spaces per 2 bedroom dwelling unit
  - 3 spaces per 3-4 bedroom dwelling unit
  - 3 spaces for lot loaded 3-4 bedroom dwelling unit, of which 1 parking space can be met on-street
- The minimum number of parking spaces for the private clubhouse (the only non-residential use allowed) shall be a minimum of 75, which is based on 19,120 square foot building and outdoor recreational amenities (e.g., tennis, pool, bocce, bocce, event lawn, etc).

## 4. UTILITIES AND SCREENING

The number and design of landscaped spaces, motorcycle spaces, and bicycle spaces at the private clubhouse shall be based on the final site plan and shall be in accordance with the City Zoning Code, Section 14-16.3-1 Off-Street Parking Regulations.

To ensure the overall aesthetic quality of the property, the visual impact of utilities and equipment shall be minimized by the following:

- A. On-site utilities, including electrical, telephone, and communication wires and equipment shall be installed and maintained underground.
- B. Transformers, utility poles, cable TV, and telephone poles shall be located out of view from public rights-of-way or visually screened with vegetation, trees, or walls. Screening shall be designed to allow for access to utility poles. All screening shall be constructed of materials compatible with the architectural materials used as the main elements of the building. If pre-fabricated fiberglass enclosures are used, they shall be appropriately screened from view by walls and/or landscaping.
- C. When an above-ground backflow prevention device is required by the City of Westland, the heated enclosure shall be constructed of materials compatible with the architectural materials used as the main elements of the building. If pre-fabricated fiberglass enclosures are used, they shall be appropriately screened from view by walls and/or landscaping.
- D. Always and interior parking courts may be used for dry utilities and sewer, wherever practical.
- E. All roof-mounted equipment shall be screened from public view by materials of the same nature as the basic materials of the building.
- F. Freestanding cellular antennas and cell towers shall be discouraged. Antennas shall be integrated with buildings, light poles, existing utility structures and other public facilities.

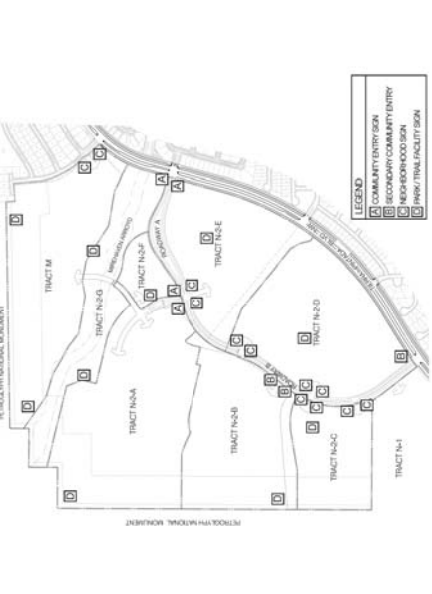
## 5. SIGNAGE

The signage standards were developed to regulate the size, location, type, and quality of sign elements within the Watershed development. The goal is to provide a wayfinding system throughout Watershed that maintains a consistent style, creates a sense of arrival, and complements the architectural materials used as the main elements of the building. All signage shall be constructed of materials compatible with the architectural materials used as the main elements of the building. All signage shall be constructed of materials compatible with the architectural materials used as the main elements of the building.

- A. All signs shall be in compliance with Section 14-16.3-5 General Sign Regulations of the Comprehensive City Zoning Code and the Westland Signage Ordinance. All signs shall be in compliance with Section 14-16.3-5 General Sign Regulations of the Comprehensive City Zoning Code and the Westland Signage Ordinance. All signs shall be in compliance with Section 14-16.3-5 General Sign Regulations of the Comprehensive City Zoning Code and the Westland Signage Ordinance.
- B. The primary Watershed community entry sign (Sign A) shall be part of a large wall / landscape entry, and shall identify the project with the Watershed name, address, and phone number. The sign shall be constructed of materials compatible with the architectural materials used as the main elements of the building. The sign shall be constructed of materials compatible with the architectural materials used as the main elements of the building.
- C. All signs shall have white backgrounds and colors. The sign shall be constructed of materials compatible with the architectural materials used as the main elements of the building. The sign shall be constructed of materials compatible with the architectural materials used as the main elements of the building.
- D. Entry monument signs for Watershed and each subdivision shall be placed on both sides of the entry road, where practical.
- E. Directional signs shall be provided within the private roadway easements in Tracts A, B, and F.
- F. Signage within the MMWEP Impact Area cannot exceed 6 square feet of sign face area.
- G. Landscaping and signage shall not interfere with clear sight requirements. All signs, walls, trees, and shrubs between 3 and 8 feet tall (as measured from the gutter pan) shall not be acceptable in this area.
- H. Free-standing signs shall not require any external bracing, angle-iron supports, guy wires or similar devices. No signage is allowed that causes moving parts, makes audible sounds, or has blinking or flashing lights. Off-premise signs, signs with reader boards, and electronic signs are prohibited.
- I. Building-mounted signs shall not be required.
- J. Signs shall not overhang into the public right-of-way or extend above the building roof line.

## K. ILLUSTRATIVE SIGNAGE LOCATIONS

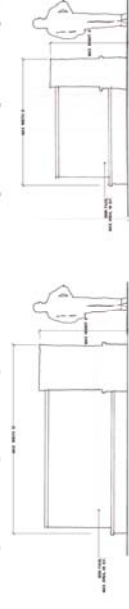
The following illustrations provide the location and size standards for the sign program at Watershed:



L. ILLUSTRATIVE COMMUNITY ENTRY WALL / SIGN - A



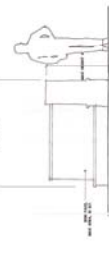
M. ILLUSTRATIVE SECONDARY COMMUNITY ENTRY - B  
Max. Height: 6 feet. Max. Length: 12 feet. Max. Sign face: 35 SF.



O. ILLUSTRATIVE FACILITY SIGN - D  
Max. Height: 3.5 feet. Max. Length: 5 feet. Max. Sign face: 6 SF.



P. ILLUSTRATIVE FACILITY SIGN - D  
Max. Height: 4 feet. Max. Length: 8 feet. Max. Sign face: 12 SF.



N. ILLUSTRATIVE RESIDENTIAL NEIGHBORHOOD SIGN - C  
Max. Height: 5 feet. Max. Length: 8 feet. Max. Sign face: 18 SF.

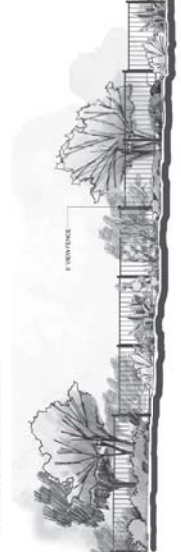


- E. Perimeter fences and/or walls shall include pedestrian openings (may be gated) at key locations within the development to ensure convenient access to other areas within the property.
- F. Yards walls shall be finished to match adjoining exterior house walls, where applicable. Walls shall not exceed 6 feet in height except at the gate opening.
- G. No pedestrian or vehicular access gates or openings from private residences directly into the Petrosoph National Monument shall be allowed.
- H. Pursuant to the Northwest Mesa Easement Plan (NWMEEP), access wall sections within the Impact Area shall be finished by white stucco, brick, cultured stone, and grey concrete masonry units. The wall shall be finished with a color matching the exterior of the approved color palette. The wall shall be finished with a color matching the exterior of the approved color palette. The wall shall be finished with a color matching the exterior of the approved color palette.
- I. Rear and side yard view fence/walls facing the Petrosoph National Monument shall be staggered by 3 feet horizontally for every two lots.
- J. Development at the edge of public or private open space shall be designed to complement and enhance the open space. Where the adjacent lot use requires visual privacy, non-continuous, non-perimeter walls may be constructed. Vased details and landscaping are required.
- K. Unfaced block walls and barbed wire, chain link, concrete wire, wood picket, and plastic/vinyl fencing are prohibited.

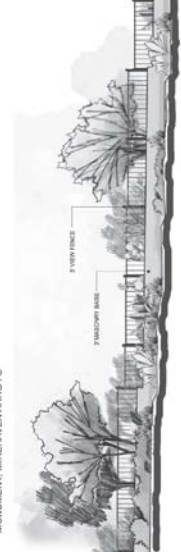
L. ILLUSTRATIVE WALL ELEVATION



M. ILLUSTRATIVE VIEW FENCE (PERIMETER FENCE) ADJACENT TO PRIVATE PARKS, PETROGLOPH NATIONAL MONUMENT, MREHVENARROYO



N. ILLUSTRATIVE VIEW FENCE WITH MASONRY BASE ADJACENT TO PRIVATE PARKS, PETROGLOPH NATIONAL MONUMENT, MREHVENARROYO



# WATERSHED @ ESTRELLA

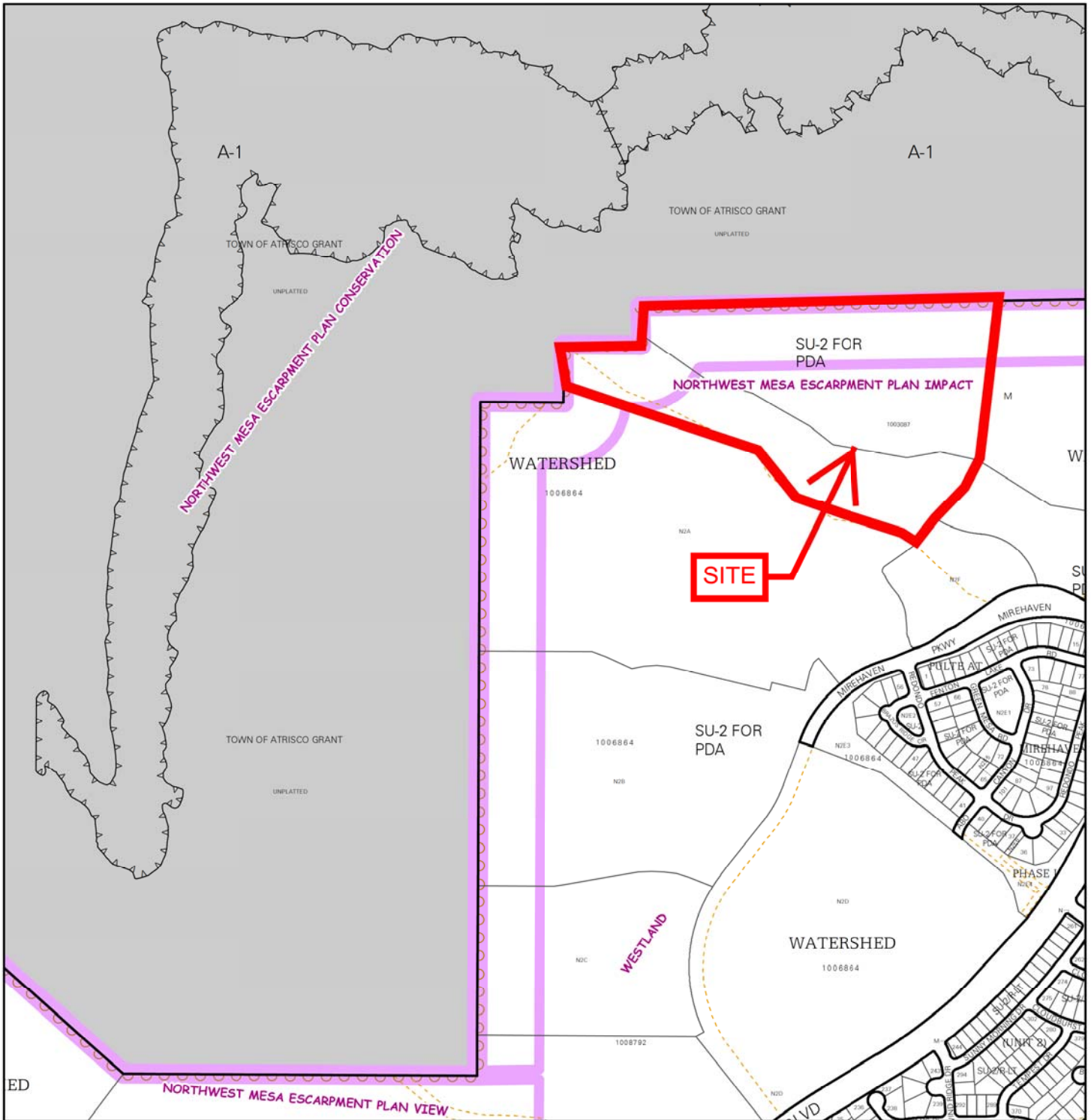
## SITE PLAN FOR SUBDIVISION

Prepared For:  
Pulte Group

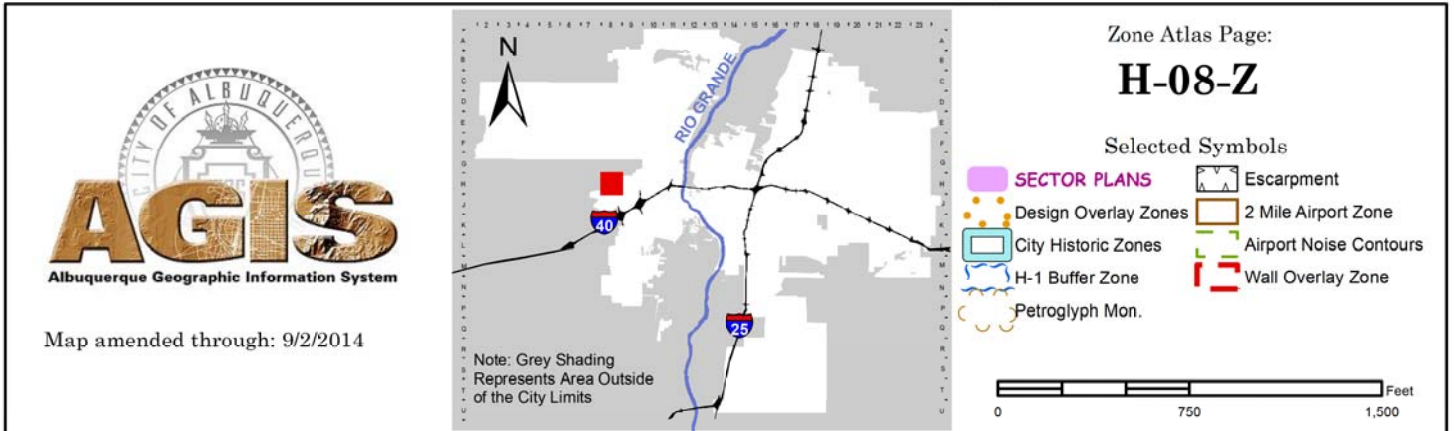
Prepared By:  
SEC Planning, LLC  
Consensus Planning, Inc.  
Bohannon Huston, Inc.

August 30, 2013

Sheet 2 of 8



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

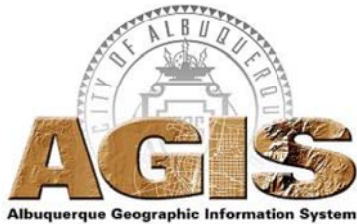


Zone Atlas Page:

**H-08-Z**

Selected Symbols

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



Map amended through: 9/2/2014

Note: Grey Shading  
Represents Area Outside  
of the City Limits

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

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

THIS AGREEMENT is made this 18<sup>th</sup> day of October, 2017, 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 **505-238-2857**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Tract M-1 of Del Webb @ Mirehaven Phase 2A**, recorded on **January 18, 2017** in Book **2017C**, pages **1-4**, as Document No. **2017004393** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico Inc., a Michigan Corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Del Webb @ Mirehaven Phase 2B** 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 **September 30, 2019**, ("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. **650480**.



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	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (figure 7)

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

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

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

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

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

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

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

Type of Financial Guaranty: Surety bond

Amount: \$ 1,728,475.40

Name of Financial Institution or Surety providing Guaranty:

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

September 30, 2019

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: 10/18/17

Dated: 9-26-17



**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:] ("Owner") **Pulte Homes of New Mexico, a Michigan Corporation**, of [address:] **7601 Jefferson NE Ste. 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, a Michigan Corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the 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

By [Signature:]: *Garret Price*

Name [Print]: Garret Price

Title: VP Land

Dated: 1/27/16

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



*Patty E. Lyden*  
Notary Public

My Commission Expires: 10/18/17



PUBLIC BOARD REVIEW IMPROVEMENTS... ON SITE PHASE 2A

27' F.F (REGRESS)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER 4' WIDE	LAKE ISABELLA WAY	BATES WELLS LANE	WEST GREEN PLACE
27' F.F (REGRESS)	PCC SIDEWALK 5' SIDE ONLY	LAKE ISABELLA WAY	WOODS WASH TRAIL	BATES WELLS LANE
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	WIND CAVES WAY	PHASE 2A/B BOUNDARY WILLOW CANYON TRAIL	BATES WELLS LANE
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	WIND CAVES WAY	BATES WELLS LANE	STREET TERMINUS
18' W/DE	7' WASHED PATIEN CONCRETE CROSSWALK	WIND CAVES WAY	TRAIL CONNECTION BTWN LOTS 1012 & 1013	TOTAL CONNECTION BTWN LOTS 1012 & 1013
30' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON G. SIDE ONLY	GRANITE MOUNTAIN LOOP	LOT 82	WIND CAVES WAY
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON NORTH SIDE ONLY	WOODS WASH TRAIL	CUL-DE-SAC TERMINUS	WIND CAVES WAY
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BATES WELLS LANE	CUL-DE-SAC TERMINUS	WIND CAVES WAY
30' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	WILLOW CANYON TRAIL	WIND CAVES WAY	BERNHARDEN ARROYO
8'	ASPHALT OR GRAVEL TRAIL	PUBLIC WHEEL STRAY ACCESS LASEMENT	EASTING NATIONAL MONUMENT GATE AT THE NE CORNER OF SITE	EASTING NATIONAL MONUMENT GATE AT THE NE CORNER OF SITE
8'	ASPHALT TRAIL	HOA TRACT M-2 BTWN LOTS 1012	WIND CAVES WAY	WIND CAVES WAY
8'	ASPHALT OR GRAVEL TRAIL	HOA TRACT M-1	NE CORNER GRANITE MOUNTAIN LOT 82	EXISTING NATIONAL MONUMENT GATE AT THE CORNER OF SITE
8'	ASPHALT TRAIL	HOA TRACT M-1	BATES WELLS LANE	EXISTING NATIONAL MONUMENT GATE AT THE CORNER OF SITE
8'	ASPHALT TRAIL	HOA TRACT M-1	BATES WELLS LANE	LAKE ISABELLA WAY
8'	ASPHALT TRAIL	HOA TRACT M-3	CUL-DE-SAC TERMINUS	WIND CAVES WAY
4'	CONCRETE SIDEWALK	WESTSIDE OF WESTGREEN PLACE	LAKE ISABELLA WAY	BATES WELLS LANE
NOTE	STREET LIGHTS AS REQUIRED PER THE CDD/DMA		HAMMERHEAD	TIERRA PRINCEADA BLVD

\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS 1001 & 1002 TO BE WALKED ON THE CORNER OF GRANITE MOUNTAIN LOOP 2 NORTH SIDE OF LAKE ISABELLA WAY

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



**PUBLIC WATERLINE IMPROVEMENTS PHASE 2B**

65719	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	WIND CAVES WAY	GRANITE MOUNTAIN LOOP	URANTE MOUNTAIN LOOP
	12" DIA WATERLINE W/REC VALVES 14" IS & RJ	WIND CAVES WAY	GRANITE MOUNTAIN LOOP	PHASE JACO BOUNDARY WILLOW CANYON TRAIL
	18" DIA WATERLINE W/REC VALVES 14" IS & RJ	27 PUBLIC WATERLINE ELEMENT WITH LOTS 100 & 107	WIND CAVES WAY WEST INTERSECTION	CANTING 10" X 14" MUD-RIVEN ARRIDO
	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	GRANITE MOUNTAIN LOOP	GRANITE MOUNTAIN LOOP	WIND CAVES WAY
	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	GRANITE MOUNTAIN LOOP	GRANITE MOUNTAIN LOOP	WIND CAVES WAY
	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	GRANITE MOUNTAIN LOOP	GRANITE MOUNTAIN LOOP	WIND CAVES WAY
	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	GRANITE MOUNTAIN LOOP	GRANITE MOUNTAIN LOOP	WIND CAVES WAY
	8" DIA WATERLINE W/REC VALVES 14" IS & RJ	GRANITE MOUNTAIN LOOP	GRANITE MOUNTAIN LOOP	WIND CAVES WAY

Size	Type of Improvement	Location	From	To
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	WIND CAVES WAY	GRANITE MOUNTAIN LOOP	PHASE JACO BOUNDARY WILLOW CANYON TRAIL
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	GRANITE MOUNTAIN LOOP	LOT 102	WIND CAVES WAY
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	GRANITE MOUNTAIN LOOP	LOT 92	WIND CAVES WAY
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	GRANITE MOUNTAIN LOOP	LOT 145	WIND CAVES WAY
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	GRANITE MOUNTAIN LOOP	LOT 100	WIND CAVES WAY
8" DIA	SANITARY SEWER W/REC MTS & SERVICES	GRANITE MOUNTAIN LOOP	LOT 112	WIND CAVES WAY

SA Sequence #	CDR DRC Project #

Size	Type of Improvement	Location	From	To
18" DIA	18" W/REC MTS, LATERALS & JULETS	CHUCKWALLA SPRING LANE	75 NORTHUP WIND CAVES WAY	WIND CAVES WAY
18" DIA	18" W/REC MTS, LATERALS & JULETS	WIND CAVES WAY	CHUCKWALLA SPRING LANE	PHASE JACO BOUNDARY WILLOW CANYON TRAIL

SA Sequence #	CDR DRC Project #

NOTE: A GRADING AND DRAINAGE IDENTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF PERMITS.





OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
DEVELOPMENT REVIEW BOARD

January 18, 2017

**Project# 1006864**  
16DRB-70455 EXT OF MAJOR PRELIMINARY PLAT

BOHANNAN HUSTON INC agent(s) for PULTE DEVELOPMENT PLAT APPROVAL request(s) the above action(s) for all or a portion of Tract(s) M AND N-2-A-1, **WATERSHED AND DEL WEBB AT MIREHAVEN PH 1** zoned SU-2 PDA, located on TIERRA PINTADA BLVD BETWEEN MIREHAVEN PARKWAY AND WESTCREEK PLACE containing approximately 72.89 acre(s). (H-8 AND 9)

At the January 18, 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 February 2, 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