



Supplemental form

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

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

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd 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): Bohannon Huston, Inc (Scott Steffen) PHONE: (505) 823-1000
 ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

APPLICANT: Pulte Homes of New Mexico (Kevin Patton) PHONE: (505) 761-9606
 ADDRESS: 7601 Jefferson St NE Suite 320 FAX: _____
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: kevin.patton@pulte.com
 Proprietary interest in site: Owner List all owners: _____

DESCRIPTION OF REQUEST: Final Plat for Montecito West 2

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

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

Lot or Tract No. Lot 14; Tract A Block: _____ Unit: _____
 Subdiv/Addn/TBKA: Volcano Cliffs Unit 6/Montecito West Unit 1
 Existing Zoning: SU-2 Volcano Cliffs Rural Residential (VCRR) Proposed zoning: SU-2 VCRR PCD MRGCD Map No _____
 Zone Atlas page(s): D9 UPC Code: 100906326503030108

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_, Z_, V_, S_, etc.): 1009506 13DRB-70758, 70760, 70762

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? No
 No. of existing lots: 2 No. of proposed lots: 48 Total area of site (acres): 16.59

LOCATION OF PROPERTY BY STREETS: On or Near: Ojito Mesa Street
 Between: Espacio Verde Road and Villa Real Road

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

SIGNATURE Scott J Steffen DATE 12/30/14
 (Print) SCOTT J STEFFEN Applicant: Agent:

FOR OFFICIAL USE ONLY

- INTERNAL ROUTING
- All checklists are complete
- All fees have been collected
- All case #s are assigned
- AGIS copy has been sent
- Case history #s are listed
- Site is within 1000ft of a landfill
- F.H.D.P. density bonus
- F.H.D.P. fee rebate

Application case numbers

14 - DRB - 70429

ACTION
FP
CME

Form revised 4/07

S.F.	fees
_____	\$ <u>0</u>
_____	\$ <u>20.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	Total
_____	\$ <u>20.00</u>

Hearing date Jan 7, 2015

[Signature]

12-30-14
 Planner signature / date

Project # 1009506

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.

SCOTT J STEFFEN
Applicant name (print)
Scott J Steffen 12/30/14
Applicant signature / date



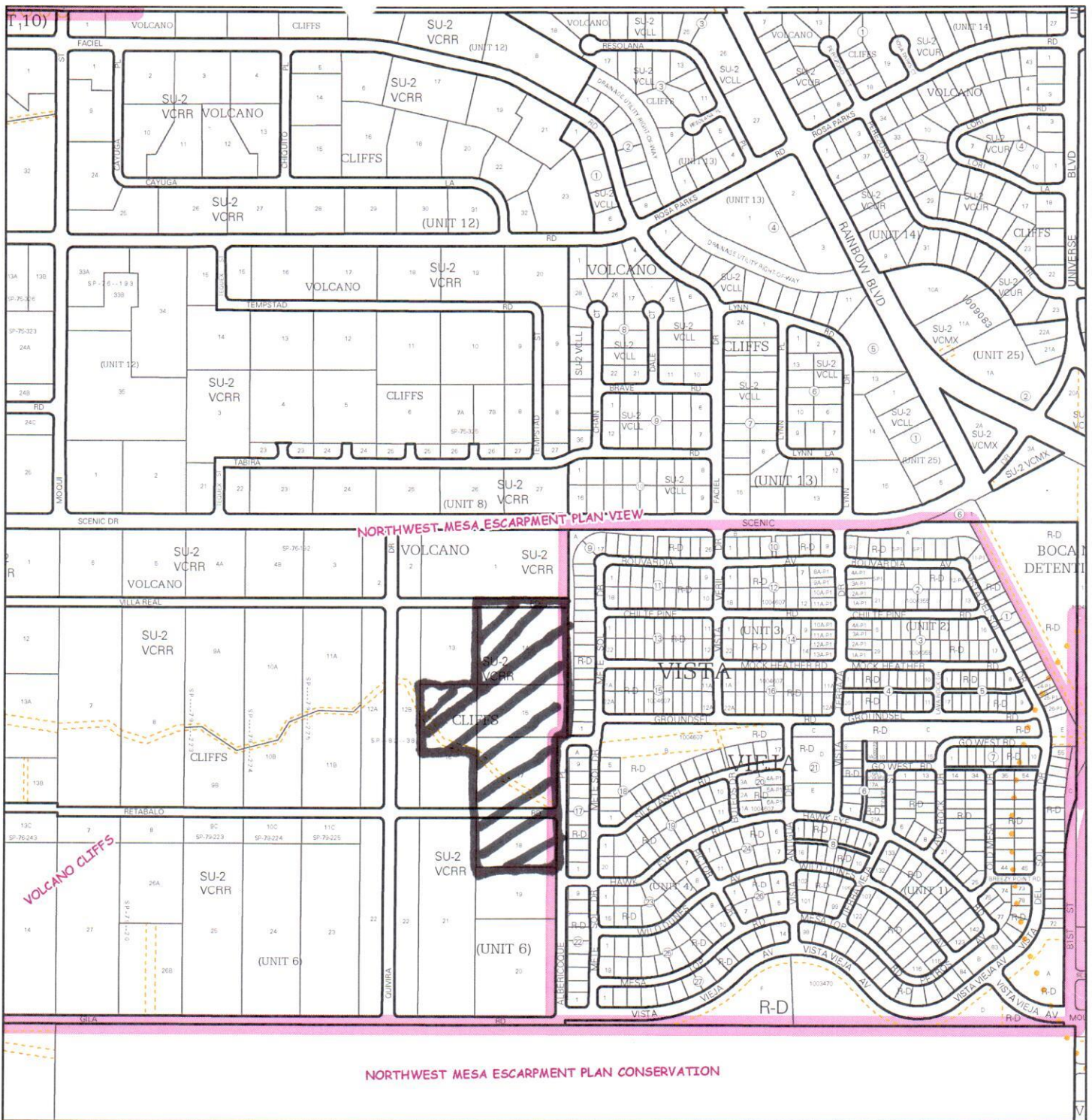
Form revised October 2007

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

Application case numbers
14 - DRB - 70429

12-30-14

Planner signature / date
Project # 10095000



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

Map amended through: 9/2/2014

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
D-09-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

December 30, 2014

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Mr. Jack Cloud, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: Montecito West Unit 2 – Final Plat (DRB 1009506)

Dear Mr. Cloud:

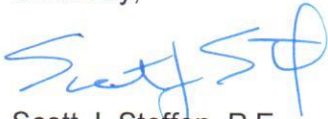
Enclosed for Development Review Board (DRB) review and comment are copies of the following information:

- Application for Development Review
- Six (6) copies of the final plat
- Copy of Final APS Pre-Development Facilities Fee Agreement (not required at this time)
- Three (3) copies of the perimeter wall exhibit
- Zone Atlas page
- Copy of Recorded SIA

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. The project is a subdivision of Lot 14, Volcano Cliffs Subdivision Unit 6, and Tract A, Montecito West Unit 1, consisting of 48 single-family residential lots. Access to the site will be from Ojito Mesa Street and Groundsel Road.

Please place this item on the DRB Agenda to be heard on January 7, 2015. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,



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

Enclosures

cc: Garret Price, Pulte Homes
Kevin Patton, Pulte Homes

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 26 day of December, 2014, 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 Homes 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 7600 Jefferson NE Suite 180 and whose telephone number is 505-341-8524, 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 A of Montecito West Unit 1, recorded on July 25, 2014 in Book 2014C, page 75, as Document No. 2014058576 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 Montecito West Unit 2, Phase/Unit 1 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 August 15, 2015, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 763982.

Doc# 2014102870

12/29/2014 11:23 AM Page 1 of 11
AGRE R \$25.00 M. Toulouse Oliver, Bernalillo County



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See S.O. Section 14-14-3.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See S.O. Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

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

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

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

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

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

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

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

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

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by **Bohannon Huston Inc.,** and inspection of the private Improvements shall be performed by **Bohannon 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 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 **X8e Vinyard, Inc.,** and field testing of the private Improvements shall be performed by **X8e Vinyard, 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: \$ **1,314,357.84**
Name of Financial Institution or Surety providing Guaranty:
Hartford Fire Insurance Company #59BSBGU0640
Date City first able to call Guaranty (Construction Completion Deadline):
August 15, 2015
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.

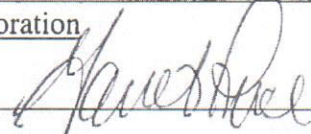
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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 Homes of New Mexico, Inc., CITY OF ALBUQUERQUE
a Michigan corporation.

By [Signature]: 

Name [Print]: Garret Price

Title: VP Land

Dated: 11/6/14

By: 

for Shahab Biazar, P.E., Acting City Engineer

Dated: December 26, 2014

SP
12/22/14 SP
12-18-14

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 6 day of November, 2014, by [name of person:] Garret Price, [title or capacity, for instance, "President" or "Owner":] VP Land of [Subdivider:] Pulte Homes of New Mexico, Inc., a Michigan Corporation.



Pamela Lydens
Notary Public

My Commission Expires: 10/19/15

CITY'S NOTARY

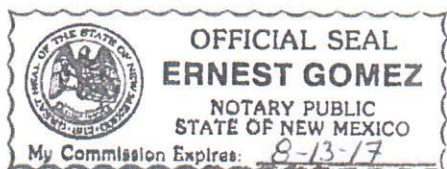
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 26 day of December, 2014, by Shahab Biazar, P.E., Acting City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 8-13-17



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

Current DRC Project No. **763982**

ORIGINAL

Date Submitted: January 13, 2014
 Date Sale Plan for Bldg Permit Approved: /-15-14
 Date Sale Plan for Sub. Approved: /-15-15
 Date Preliminary Plat Approved: /-15-15
 Date Preliminary Plat Express: /-15-15
 DRB Project No: 1009506

Figure 12
 INFRASTRUCTURE LIST
 EXHIBIT 'A'
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D R B) REQUIRED INFRASTRUCTURE LIST

MONTECITO WEST UNIT 2
 (REPLAT OF LOT 14, VOLCANO CLIFFS SUBDIVISION UNIT 6 AND TRACT A MONTECITO WEST SUBDIVISION UNIT 1)

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that applicant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that applicant or non-essential items can be deleted from the listing, these items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and applicant. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City/Crest Engineer
763982		24' F-EOA	RESIDENTIAL (NORMAL LOCAL) PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON WEST SIDE	OJITA MESA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	ABIERTO VISTA CIRCLE	/	/	/
763982		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	PIEDRA LUMBRE ROAD	/	/	/
763982		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	PIEDRA LUMBRE ROAD	OJITA MESA STREET	LARGO VISTA STREET	/	/	/
763982		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	ABIERTO VISTA CIRCLE	OJITA MESA STREET	TIERRA OSCURA STREET	/	/	/
763982		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON BOTH SIDES*	TIERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		24' F-EOA	RESIDENTIAL PAVING W/ PCC CURB & GUTTER, PCC 4" WIDE SIDEWALK ON SOUTH SIDE**	VILLA REAL ROAD	TIERRA OSCURA STREET	WEST BOUNDARY	/	/	/

*SIDEWALKS TO BE BUILT/DEFERRED IN ACCORDANCE W/ APPROVED SIDEWALK EXHIBIT

**TO BE DEFERRED UNTIL DEVELOPMENT OF LOT 1, VOLCANO CLIFFS SUBDIVISION UNIT 6

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City/Crest Engineer
763982		6' HIGH	TEMPORARY CHAIN LINK FENCING TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION	TRACT 2	ENTIRE PERIMETER		/	/	/
763982			PERMANENT OPEN SPACE SMOOTH WIRE FENCE TO BE INSTALLED PRIOR TO LAND TRANSFER TO CITY INCLUDING NECESSARY ACCESS GATES	TRACT 2	ENTIRE PERIMETER EXCEPT WHERE LOT BLOCK WALL PRESENT AND SOUTHEAST TRACT BOUNDARY ADJACENT TO TRACT 6, UNIT 1		/	/	/
763982			REVEGETATION OF ANY DISTURBED LAND PRIOR TO LAND TRANSFER TO CITY	TRACT 2			/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
763982		24" - 36" DIA	PUBLIC STORM DRAIN IMPROVEMENTS RCP W/ MH & INLETS	QUIJA MESA STREET	ABIERTO VISTA CIRCLE	EX 54' RCP SD, TRACT A VISTA VIEJA UNIT 4	/	/	/
763982		0.8 ac-ft	RETENTION POND W/ AGREEMENT AND COVENANT	TRACT 1	ESPACIO VERDE ROAD	PIEDRA LUMBRE ROAD	/	/	/
763982			TRAINING DIKES	NORTHSOUTH SIDE MIDDLE BRANCH BOCA NEGRA ARROYO	EXISTING UPSTREAM GABBION BASKET	PRUDENT LINE	/	/	/
763982			DIVERSION BERM W/ AGREEMENT AND COVENANT	QUIVARA ROAD	300' SOUTH OF VILLA REAL ROAD INTERSECTION	40' SOUTH OF VILLA REAL ROAD INTERSECTION	/	/	/
NOTE: CERTIFICATION OF THE GRADING AND DRAINAGE PLAN IS REQUIRED FOR RELEASE OF FINANCIAL GUARANTEES									
763982		12" DIA	PUBLIC WATERLINE IMPROVEMENTS WATERLINE W/ NEC. VALVES FHS, MJS & RJS	QUIJA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ABIERTO VISTA CIRCLE	QUIJA MESA STREET	TERRA OSCURA STREET	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	TERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	VILLA REAL ROAD	TERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	QUIJA MESA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	GROUNDSEL ROAD VISTA VIEJA UNIT 3	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	PIEDRA LUMBRE ROAD	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	PIEDRA LUMBRE ROAD	QUIJA MESA STREET	LARGO VISTA STREET	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET (SOUTH END)	TERRA OSCURA STREET	/	/	/
PUB. SANITARY SEWER IMPROVEMENTS									
763982		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	QUIJA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	QUIJA MESA STREET	TERRA OSCURA STREET	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	TERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	VILLA REAL ROAD	TERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	LOT 12	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	PIEDRA LUMBRE ROAD	QUIJA MESA STREET	LOT 13	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET	LOT 30	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET	LOT 31	/	/	/

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT OWNER	1-15-14	DATE	Carl S. Dumont	1-15-14	DATE
SCOTT STEFFEN, PE PREPARED BY PRINT NAME					
BOHANNAN HUSTON, INC. FIRM					
SIGNATURE	1-15-14	DATE	Curtis C. Ch...	1-15-14	DATE
TRANSPORTATION DEVELOPMENT AMAFCA CITY ENGINEER					
MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION					

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT OWNER

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 763982

THIS AGREEMENT is made this 26 day of December, 2014, 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 Homes of New Mexico, Inc. ("Subdivider"), whose address is 7601 Jefferson NE Ste 180, Albuquerque, NM 87109 and whose telephone number is 505-341-8524, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.): a Michigan corporation, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Subdivider is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Replat of Lots 15 - 21, Volcano Cliffs Subdivision Unit 6, recorded on (Date) June 18, 1970, in Book D4, page 84, as Document No. 80697.

WHEREAS, the Subdivider has submitted and the City has approved Subdivider's development plans and (state "preliminary" or "final":) preliminary plat, to be identified as (state name of plat :) Montecito West Unit 2 Phase/Unit #1; and

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

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

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

Doc# 2014102871

12/29/2014 11:23 AM Page 1 of 9
AGRE R \$25 00 M Toulouse Oliver Bernalillo County



THEREFORE, the City and the Subdivider agree:

1. A. Sidewalk Construction Deadline. Subdivider has obtained a sidewalk deferral, as shown in the attached **Exhibit "A"**, which is a copy of the Development Review Board's decision regarding the deferral granted. Subdivider agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by **October 15, 2018** ("Sidewalk Construction Deadline").

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

2. Financial Guaranty. Subdivider will provide a financial guaranty in an amount of not less than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Subdivider has provided the following "Financial Guaranty":

Type of Financial Guaranty: **Surety Bond #59BSBGU0641**
Amount: **\$59,465.00**
Name of Financial Institution or Surety providing Guaranty:
Hartford Fire Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
October 15, 2018
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

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

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

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

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

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

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

9. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct

or indirect costs and damages to the City exceed the amount of the Financial Guaranty, the Subdivider shall be liable to, and shall pay the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to the Financial Guaranty.

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

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

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

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

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

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

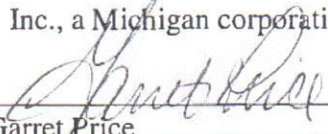
16. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the Subdivider and signed by the City's Legal Department on this form.

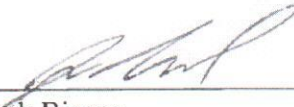
17. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.


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

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

CITY OF ALBUQUERQUE:

By [signature]: 
Name [print]: Garret Price
Title: VP Land
Dated: 11/13/14

By: 
Shahab Biazar
Dated: December 26, 2014


12-23-14

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 16 day of November, 2014
by (name of person :) Garret Price, (title or capacity, for instance, "President" or "Owner":)
VP Land of (Subdivider :) Pulte Homes of New Mexico, Inc., a Michigan
corporation.



Polly E Lydens
Notary Public

My Commission Expires: October 18, 2015

CITY'S NOTARY

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

This instrument was acknowledged before me on 26 day of December, 2014
Same Real for
by Shahab Biazar, Acting City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of said corporation.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 8-13-17

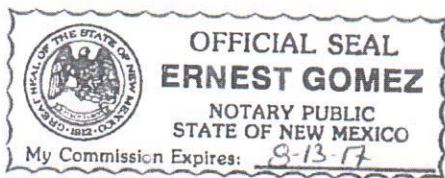
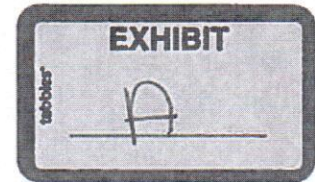


EXHIBIT A ATTACHED
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER
IS NOT THE OWNER OF THE SUBDIVISION]

Exhibit A



OFFICIAL NOTICE OF DECISION



CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

January 15, 2014

Project# 1009506

13DRB-70758 VACATION OF PUBLIC EASEMENT
13DRB-70759 - TEMP DEFR SWDK CONST
13DRB-70760 MAJOR - PRELIMINARY PLAT
13DRB-70761 SITE DEVELOPMENT PLAN FOR SUBDIVISION
13DRB-70762 VACATION OF PUBLIC RIGHT-OF-WAY

BOHANNAN HUSTON INC agents for PULTE HOMES OF NEW MEXICO request the referenced/ above actions for Lots 14-19, **VOLCANO CLIFFS UNIT 6 (tbka MONTECITO WEST UNIT 2)** zoned SU-2 VOLCANO CLIFFS RURAL RESIDENTIAL (VCRR), located on ALBERICOQUE PL NW between VISTA VIEJA NW and SCENIC RD NW containing approximately 16.54 acres. (D-9) [Deferred from 12/4/13, 12/18/13, 1/8/14]

At its January 15, 2014 meeting, the Development Review Board concluded an advertised public hearing on the proposed vacations per section 14-14-7-2(F) of the Subdivision Ordinance. After concluding its public hearing, the Board recommends APPROVAL to the City Council of the vacation requests as shown on *the attached Exhibit "C" and in the Planning file*, based on the following recommended Findings per sections 14-14-7-2(A)(1), (B)(1), and (B)(3) of the Subdivision Ordinance, and subject to the following recommended Conditions of Approval per sections 14-14-7-2(F)(3)(c) and 14-14-7-2(F)(4) of the Subdivision Ordinance.

(A)(1) The vacation of public right-of-way request was filed by the owners of a majority of the footage of land abutting the proposed vacation.

(B)(1) Based on the submitted and required replat, the public welfare is in no way served by retaining the public right of way. The City of Albuquerque does not need to utilize the platted streets for roadway or other purposes based on the surrounding and proposed development.

(B)(3) There is no convincing evidence that any substantial property right is being abridged against the will of the owner of the right. Property owners of record abutting the proposed vacation were notified by first class mail at least six days prior to the Development Review Board hearing, *notice was published in a newspaper of general circulation 15 days before the date of the hearing*, and signs were posted on the site 15 days prior to the hearing; no objection regarding access or the abridgement of a substantial property right was raised.

CONDITIONS:

1. Final vacated right of way disposition shall be through the City Real Estate Office.

2. The vacations shall be shown on the replat conditionally approved by the Development Review Board, and the approved replat shall be filed for record with the Bernalillo County Clerk's Office within one year.
3. Adequate easements shall be retained/ provided for public utilities and infrastructure and access to abutting properties; franchised utility companies shall acknowledge the vacation and adequate easements by their signature on the replat.

PROTEST: IT IS NOT POSSIBLE TO APPEAL DRB RECOMMENDATIONS TO CITY COUNCIL; RATHER, A FORMAL PROTEST OF THE DRB'S RECOMMENDATION CAN BE FILED WITHIN THE 15 DAY PERIOD FOLLOWING THE DRB'S DECISION, WHICH IS BY January 30, 2014.

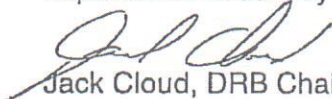
Protest is to the City Council. Any person aggrieved with this determination of the Development Review Board may file a protest on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not 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 protest. You will receive notice if any other person files a protest.

Also at the January 15, 2014 Development Review Board meeting, with the signing of the infrastructure list dated 1/15/14 and with an approved grading and drainage plan engineer stamp dated 1/13/14, the Site Development Plan for Subdivision and the Preliminary Plat were approved. The temporary deferral of construction of sidewalks on the interior streets was approved as shown on Exhibit "B" in the planning file. As a condition of approval, landscaping of the Private Commons Area as shown on the Landscape Plan shall be installed with the Work Order plans, and soil stabilization shall be included with the landscaping of the ponding area.

If you wish to appeal this decision, you must do so by January 30, 2014 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

Cc: BOHANNAN HUSTON INC
file



NOT TO SCALE



DEFERRED sidewalks to be built on a lot-by-lot basis as home construction is completed. The deferral is requested to reduce damage to sidewalks due to building construction activities.



EXHIBIT "B"
Montecito West UNIT 2
SIDEWALK DEFERRED EXHIBIT
11/08/2013





NOT TO SCALE



EXHIBIT "C"
Montecito West UNIT 2
VACATION EXHIBIT
11/08/2013

PORTION OF VILLA REAL ROAD TO BE VACATED WITH THIS PLAT. ROAD DEAD ENDS AT THE MONTECITO WEST UNIT 2 EAST BOUNDARY. VISTA VIEJA SUBDIVISION UNIT 3 MADE NO PROVISION TO CONNECT TO VILLA REAL ROAD. VACATION IS TO BRING THE ROAD BACK TO TIERRA OSCURA STREET.

EXISTING PUBLIC UTILITY EASEMENT (PUE) TO BE VACATED WITH THIS PLAT
 NEW PUE'S WILL BE GRANTED WITH THE NEW SUBDIVISION PLAT.



Bohannon & Huston