DRB CASE ACTION LOG - BLUE SHEET

- ❑ Preliminary/Final Plat [FP]
- ❑ Site Plan - Subdivision [SPS]
- ❑ Site Plan - Building Permit [SBP]

This sheet *must* accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments have been addressed.

Site Plans: It is the responsibility of the ***applicant/agent/developer/owner*** to insert the DRB approved Site Plan for Subdivision and/or Site Plan for Building Permit in *each* copy of building permit plansets. If the building permit plans have been submitted prior to the Site Plan for Subdivision and/or Site Plan for Building Permit being signed-off, then it is the responsibility of the ***applicant/agent/developer/owner*** to insert a copy of the signed-off Site Plan for Subdivision and/or Site Plan for Building Permit in *each* copy of the building permit plansets.

Project #: **1009506** *Application #:* 14DRB-70429

Project Name: **VOLCANO CLIFS UNIT 6/MONTECITO WEST UNIT 1**

Agent: BOHANNAN HUSTON, INC *Phone #:*

****Your request was approved on** 1-7-15 **by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed****

❑ **TRANSPORTATION:**

❑ **ABCWUA:**

❑ **CITY ENGINEER / AMAFCA:**

❑ **PARKS / CIP:**

☑ **PLANNING (Last to sign):** Open Space Real Property Utility signatures dxf

PLATS:

❑ **Planning must record this plat. Please submit the following items:**

- **-The original plat and a mylar copy for the County Clerk.**
- **-Tax certificate from the County Treasurer.**
- **-Recording fee (checks payable to the County Clerk). RECORDED DATE: _____**
- **-Tax printout from the County Assessor.**
- **-County Treasurer's signature must be obtained prior to the recording of the plat with County Clerk.**

❑ **Property Management's signature must be obtained prior to Planning Department's signature.**

☑ **AGIS DXF File approval required.**

❑ **Copy of recorded plat for Planning.**

ALL SITE PLANS:

❑ **3 copies of the approved site plan. Include all pages.**

5. **Project# 1007442**
14DRB-70427 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

PRECISION SURVEY NC. agent(s) for PURVIS INDUSTRIES, LTD. request(s) the above action(s) for all or a portion of Lot(s) 6-B-1-A-1, 7-B-1-A AND 8-B-1, **MIDWAY BUSINESS PARK** zoned IP, located on SINGER BETWEEN MIDWAY PARK AND OFFICE containing approximately 5.979 acre(s). (E-17 AND F-17) **WITH THE SIGNING OF THE INFRASTRUCTURE LIST DATED:_____**
THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO

6. **Project# 1009506**
14DRB-70429 MAJOR - FINAL PLAT APPROVAL

BOHANNAN HUSTON, INC agent(s) for PULTE HOMES OF NEW MEXICO request(s) the above action(s) for all or a portion of Lot(s) 14, Tract(s) A, **VOLCANO CLIFS UNIT 6/MONTECITO WEST UNIT 1** zoned SU-2 VOLCANO CLIFFS RURAL RESIDENTIAL (VCRR), located on OJITO MESA ST BETWEEN ESPACIO VERDE RD AND VILLA REAL RD containing approximately 16.59 acre(s). (D-9) **THE FINAL PLAT WAS APROVED WITH FINAL SIGN-OFF DELEGATED TO**

7. **Project# 1010144**
14-70356 - MINOR - FINAL PLAT APPROVAL

ISAACSON & ARFMAN, P.A. agent(s) for TITAN SENIOR LIVING - SANTA MONICA and DEL REY INVESTMENTS LLC request(s) the above action(s) for all or a portion of TRACTS 3 AND 4, **SANTA MONICA PLACE,** zoned R-LT AND R-T (EPC approved SU-1), located on SANTA MONICA BETWEEN LOUISIANA AND SAN PEDRO containing approximately 34.9419 acre(s). (D-18) *[Deferred from 10/22/14]* **THE FINAL PLAT WAS APROVED WITH FINAL SIGN-OFF DELEGATED TO**

NO ACTION IS TAKEN ON THESE CASES:
APPLICANT - AGENT IS REQUIRED TO BE AT THE MEETING

8. **Project# 1010328**
14DRB-70414 SKETCH PLAT REVIEW AND COMMENT

WILSON & COMPANY agent(s) for TWILIGHT HOMES OF NEW MEXICO LLC request(s) the above action(s) for all or a portion of Lot(s) 2 & 3, Block(s) 6, **VOLCANO CLIFFS SBD Unit(s) 18,** zoned VCLL, located on UNSER BETWEEN SUJETO AND URRACA containing approximately 1 acre(s). (D-10)

3. **Project# 1005182**
14DRB-70318 PRELIMINARY PLAT

WILSON & COMPANY agents for D.R. SCOTT LLC request the referenced/ above actions for **LA CUENTISTA SUBDIVISION Unit II,** zoned R-1, located on the southwest corner of ROSA PARKS RD NW and KIMMICK DR NW containing approximately 34.47 acres. (C-10 & C-11) *[Deferred from 10/8/14, 11/5/14, 11/12/14, 12/3/14]* **DEFERRED TO 12/31/14.**

MINOR PLATS, FINAL (MAJOR) PLATS, AMENDED PLATS AND PLANS

4. **Project# 1004404**
14DRB-70405 MAJOR - FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for WOODMONT PASEO, LLC request(s) the above action(s) for all or a portion of Tract(s) 9 AND OS-3, **TRAILS UNIT 3A** zoned SU-1 VOLCANO TRAILS SMALL LOT (VTSL), located on WOODMONT WEST OF RAINBOW BLVD containing approximately 27.25 acre(s). (C-9) **THE FINAL PLAT WAS APROVED WITH FINAL SIGN-OFF DELEGATED TO PLANNING TO RECORD.**

5. **Project# 1009506**
14DRB-70404 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

BOHANNAN HUSTON INC agent(s) for PULTE HOMES OF NEW MEXICO request(s) the above action(s) for all or a portion of Lot(s) 44 & 45, **MONTECITO WEST UNIT 2 Unit(s) 2,** zoned SU-2 VOLCANO CLIFFS URRAL RESIDENTIAL (VCRR) PCD, located on containing approximately .32 acre(s). (D-9) **WITHDRAWN.**

6. **Project# 1010168**
14DRB-70392 MINOR - PRELIMINARY/ FINAL PLAT APPROVAL

HUITT-ZOLLARS, INC. agent(s) for PUENTE AZUL, LLC request(s) the above action(s) for all or a portion of Tract(s) A & B-4, **LANDS OF ROAD RUNNER INVESTORS** zoned C-3, located on MCLEOD RD NE BETWEEN JEFFERSON NE AND SAN MATEO NE containing approximately 4.48 acre(s). (F-17) *[Deferred from 12/10/14]* **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AGIS DXF.**

Done 8/14

DRB CASE ACTION LOG - BLUE SHEET

☒ Preliminary/Final Plat [FP]
☐ Site Plan - Subdivision [SPS]
☐ Site Plan - Building Permit [SBP]

This sheet *must* accompany your plat or site plan to obtain delegated signatures. Return sheet with site plan/plat once comments have been addressed.

Site Plans: It is the responsibility of the ***applicant/agent/developer/owner*** to insert the DRB approved Site Plan for Subdivision and/or Site Plan for Building Permit in *each* copy of building permit plansets. If the building permit plans have been submitted prior to the Site Plan for Subdivision and/or Site Plan for Building Permit being signed-off, then it is the responsibility of the ***applicant/agent/developer/owner*** to insert a copy of the signed-off Site Plan for Subdivision and/or Site Plan for Building Permit in *each* copy of the building permit plansets.

Project #: **1009506** *Application #:* 14DRB-70238
Project Name: **VOLCANO CLIFFS UNIT 6**
Agent: BOHANNAN HUSTON INC. *Phone #:*

Your request was approved on 7-23-14 by the DRB with delegation of signature(s) to the following departments - outstanding comments to be addressed

☐ **TRANSPORTATION**:

☐ **ABCWUA**:

☐ **CITY ENGINEER / AMAFCA**:

☐ **PARKS / CIP**:

☒ **PLANNING (Last to sign)**: OK Real Property, utility rights of way to record

PLATS:
☒ **Planning must record this plat. Please submit the following items:**

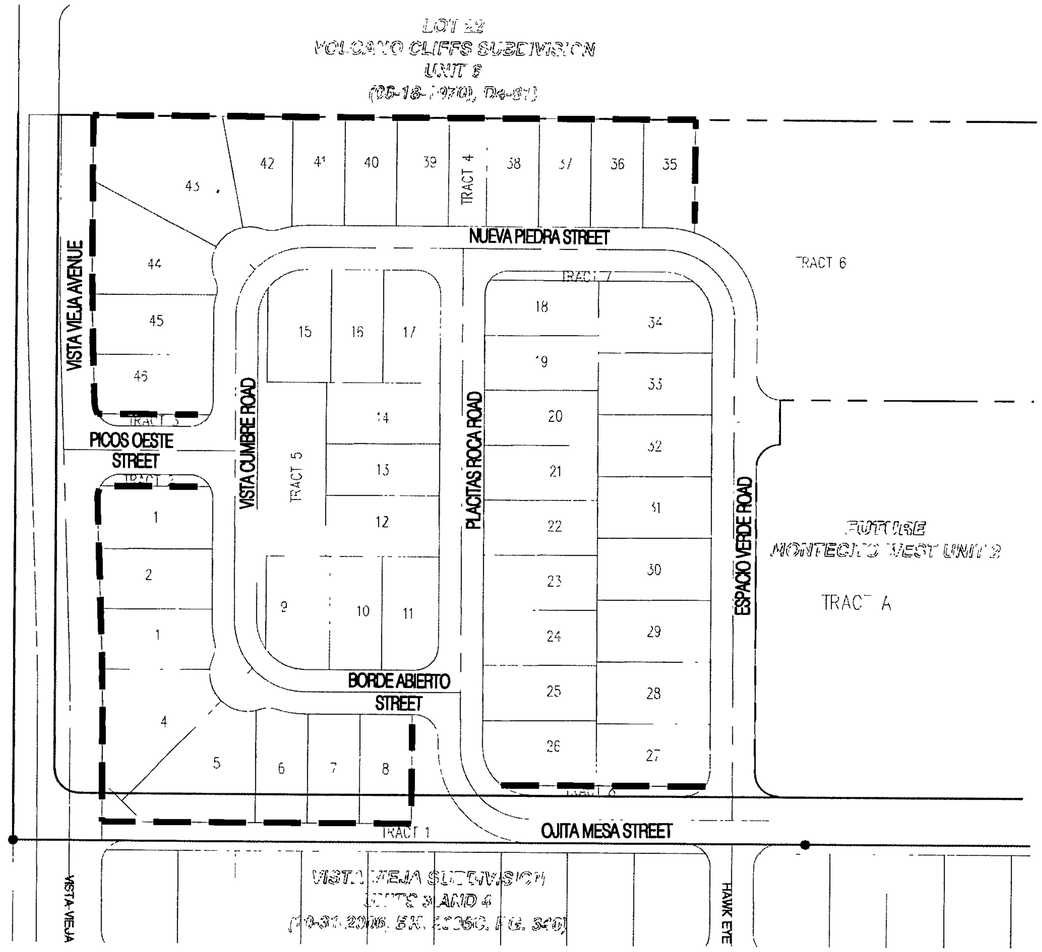
-The original plat and a mylar copy for the County Clerk.
-Tax certificate from the County Treasurer.
-Recording fee (checks payable to the County Clerk). RECORDED DATE: _____
-Tax printout from the County Assessor.
-County Treasurer's signature must be obtained prior to the recording of the plat with County Clerk.

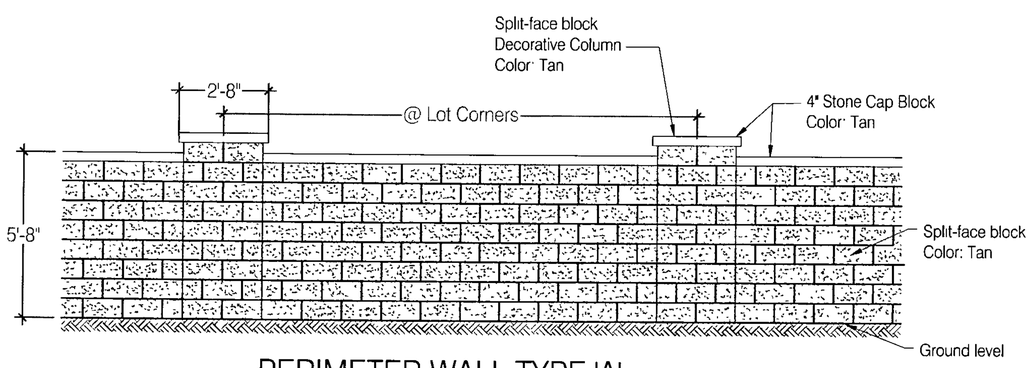
☐ **Property Management's signature must be obtained prior to Planning Department's signature.**
☐ ch **AGIS DXF File approval required.**
☐ **Copy of recorded plat for Planning.**

ALL SITE PLANS:
☐ **3 copies of the approved site plan. Include all pages.**

EXHIBIT "D"
Montecito West UNIT 1
WALL EXHIBIT
11/8/13

PROJECT: 10096006
DATE: 12-17-14 (P&F)





PERIMETER WALL TYPE 'A'

WALL TYPE 'A'

Wed, 13-Nov-2013 - 3:32:pm, Plotted by: SSTEFFEN
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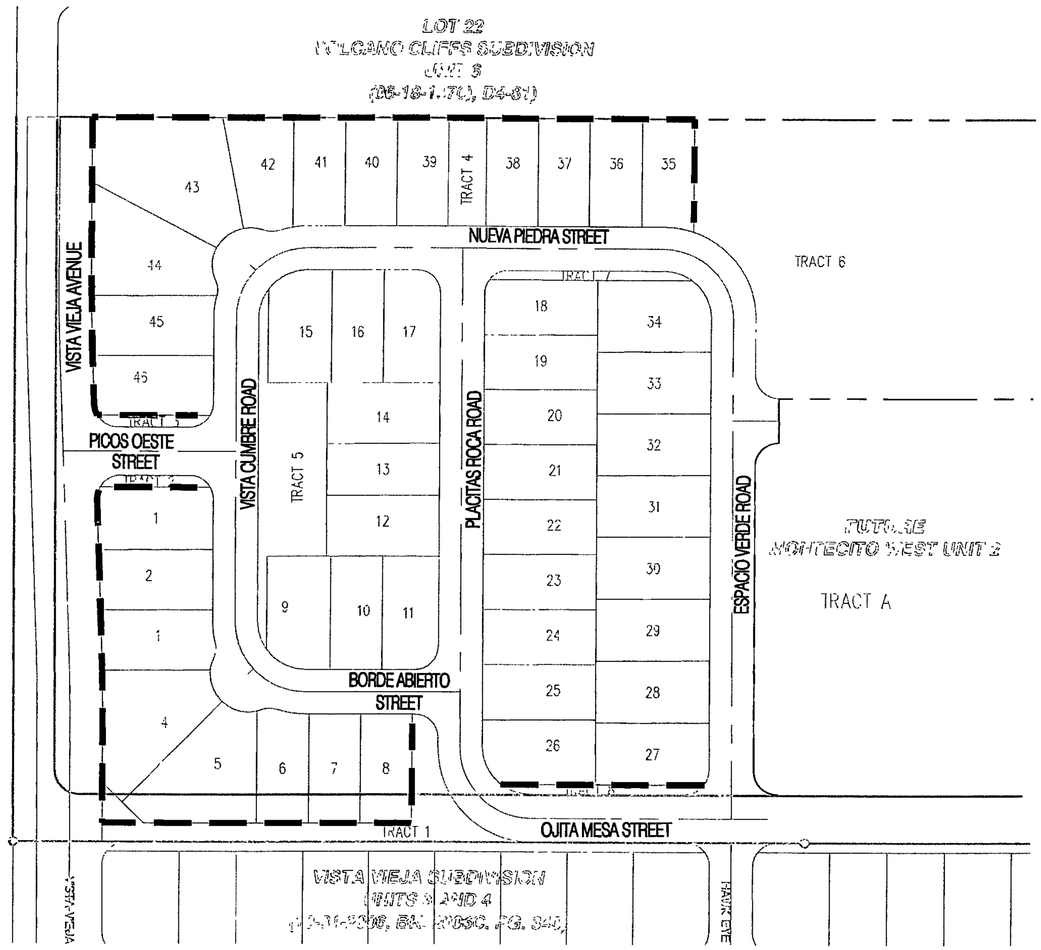
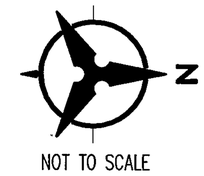
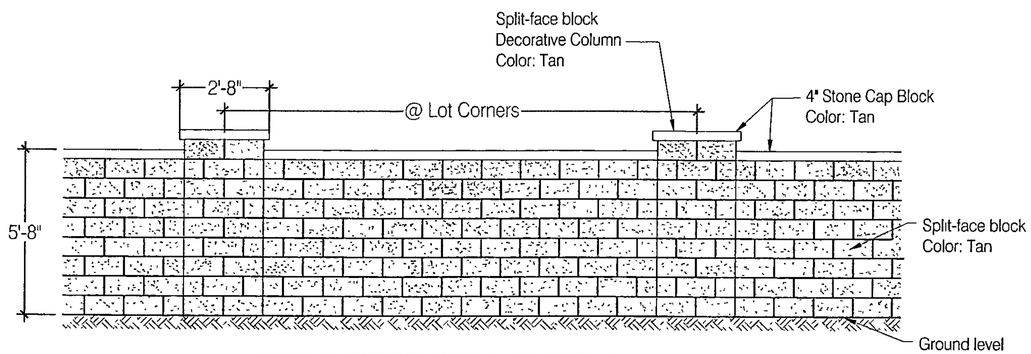
Bohannan Huston

EXHIBIT "D"
Montecito West UNIT 1
WALL EXHIBIT
11/8/13







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WALL TYPE 'A'

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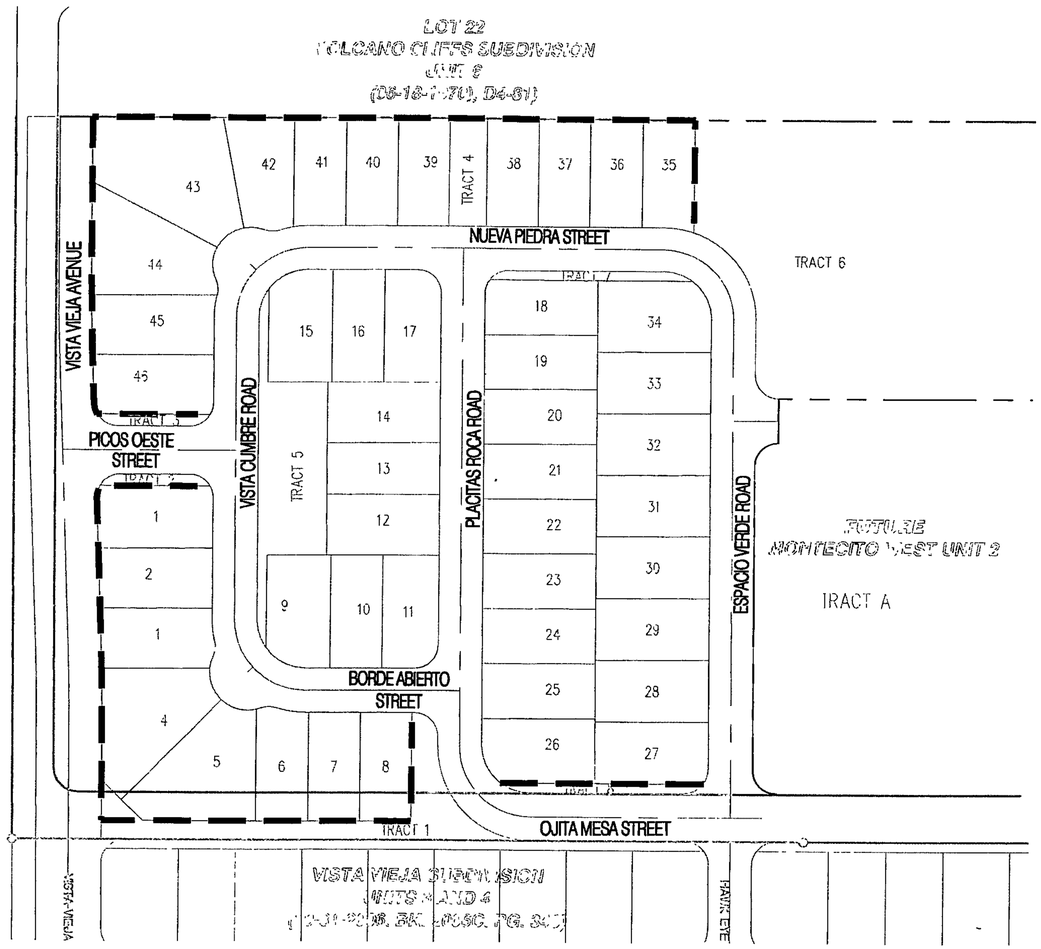
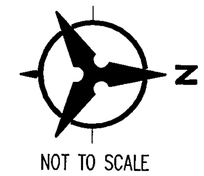
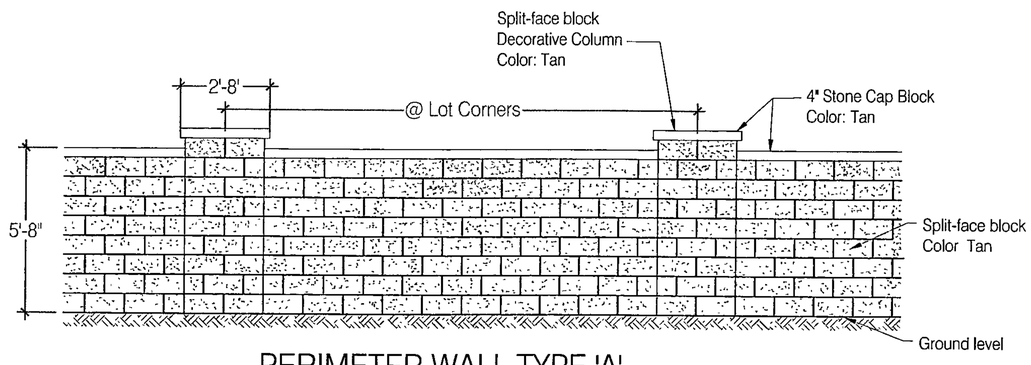
Bohannan Huston

EXHIBIT "D"
Montecito West UNIT 1
WALL EXHIBIT
11/8/13







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WALL TYPE 'A'

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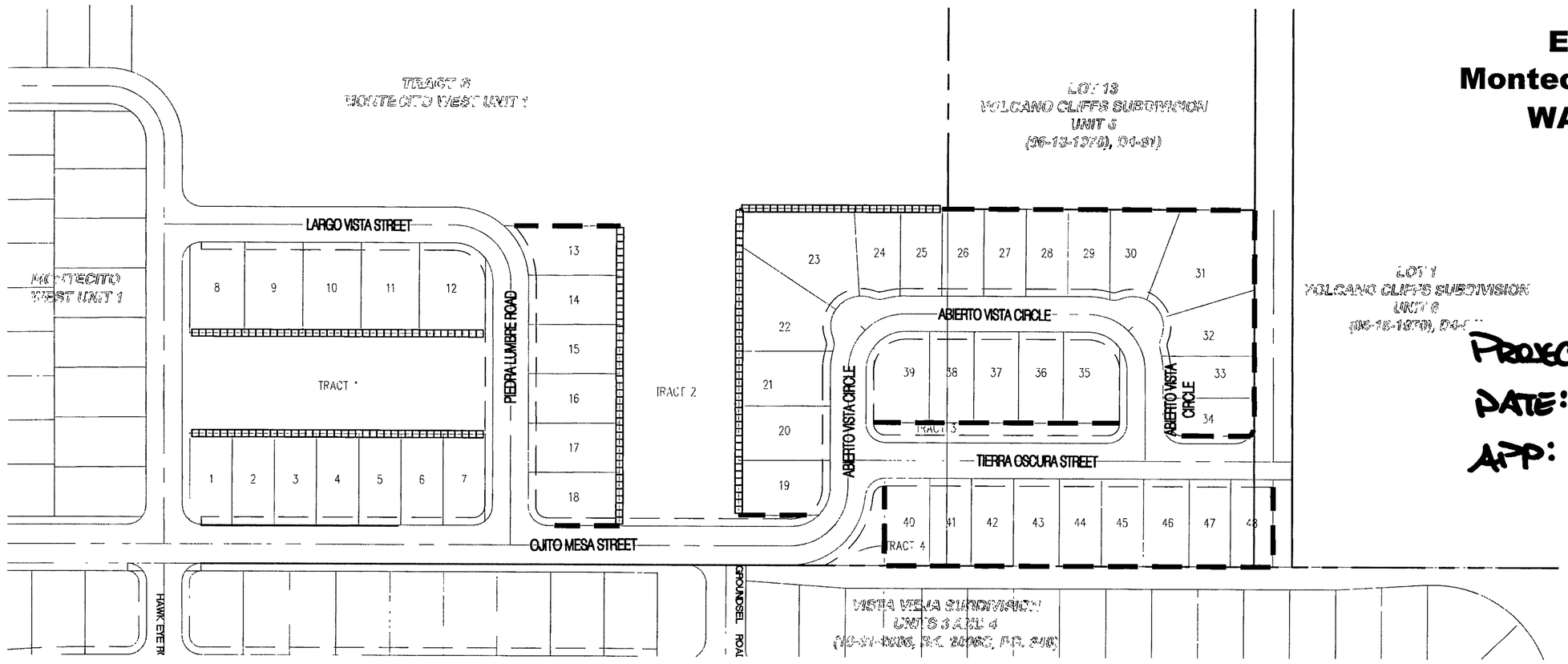
Bohannan Huston

EXHIBIT "D"
Montecito West UNIT 2
WALL EXHIBIT
11/8/2013

PROJECT: 1009506
DATE: 1-7-15
APP: 14-70429(FP)



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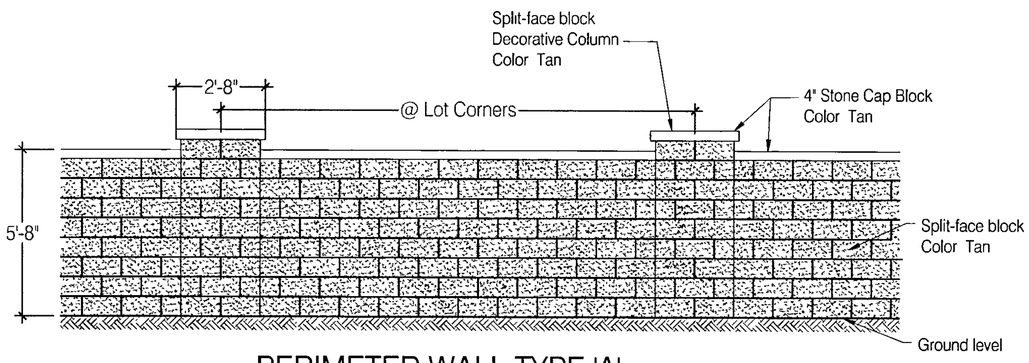

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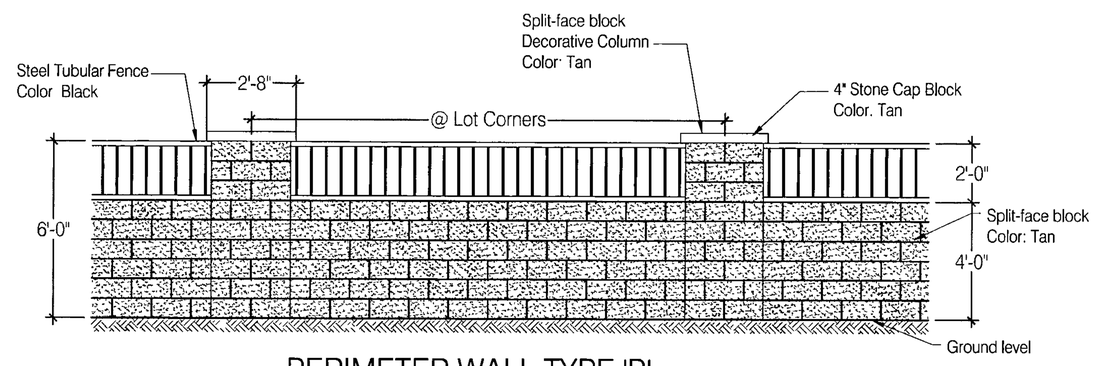

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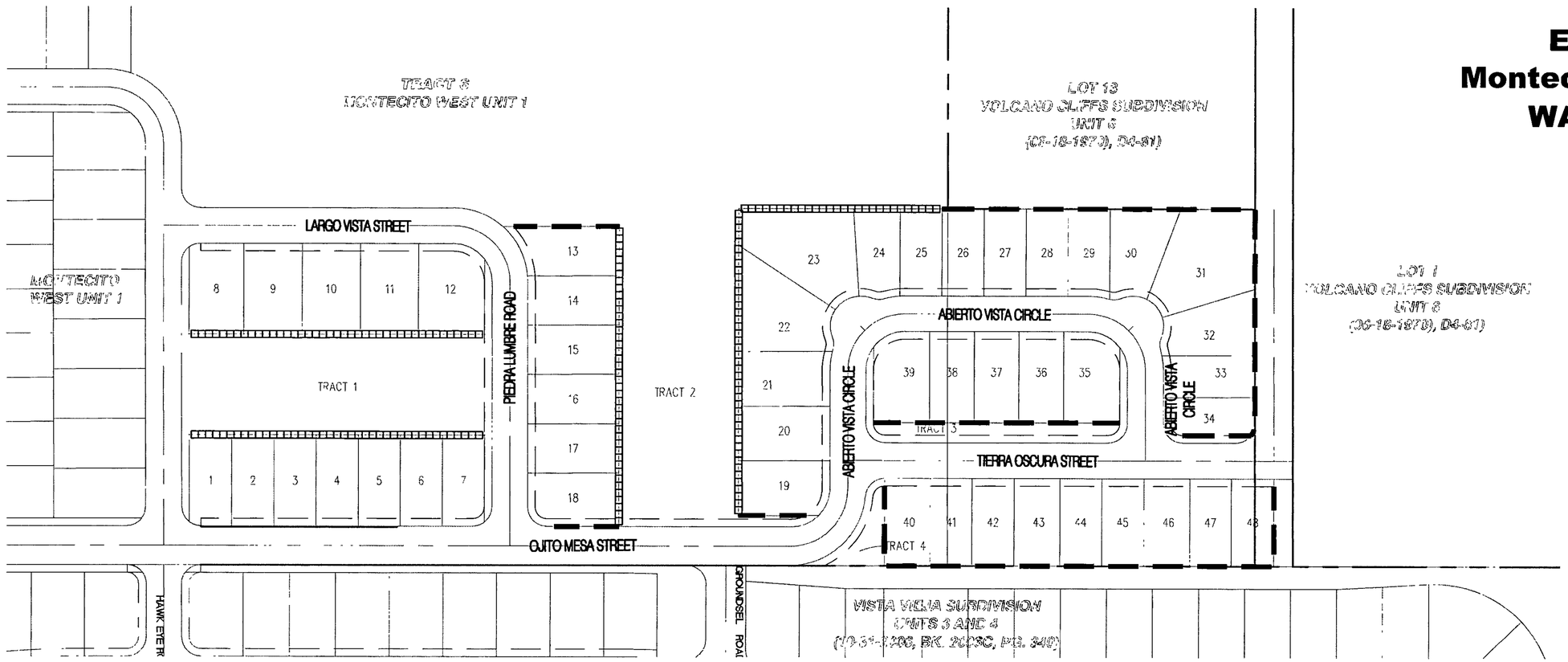
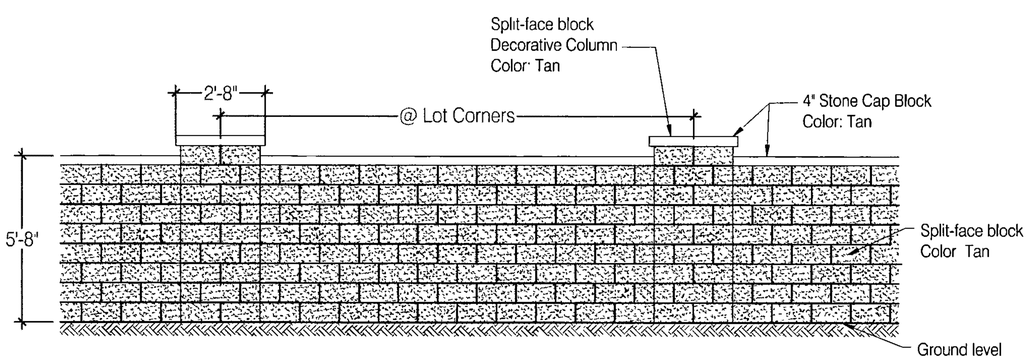
Bohannan Huston

EXHIBIT "D"
Montecito West UNIT 2
WALL EXHIBIT
11/8/2013





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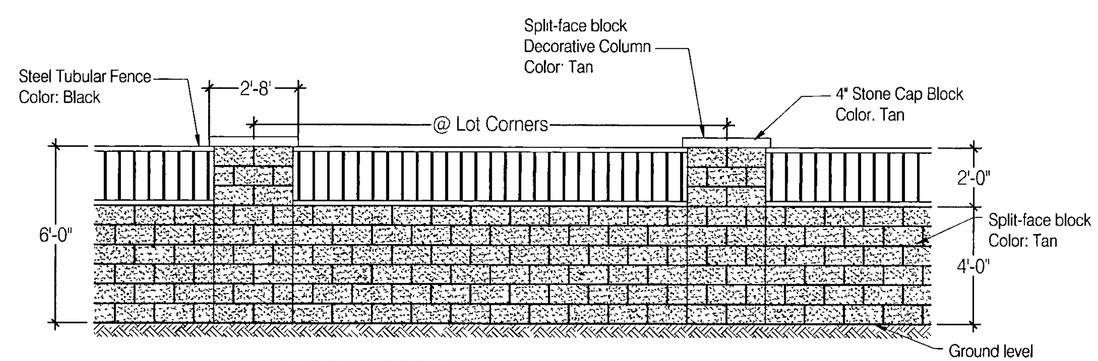

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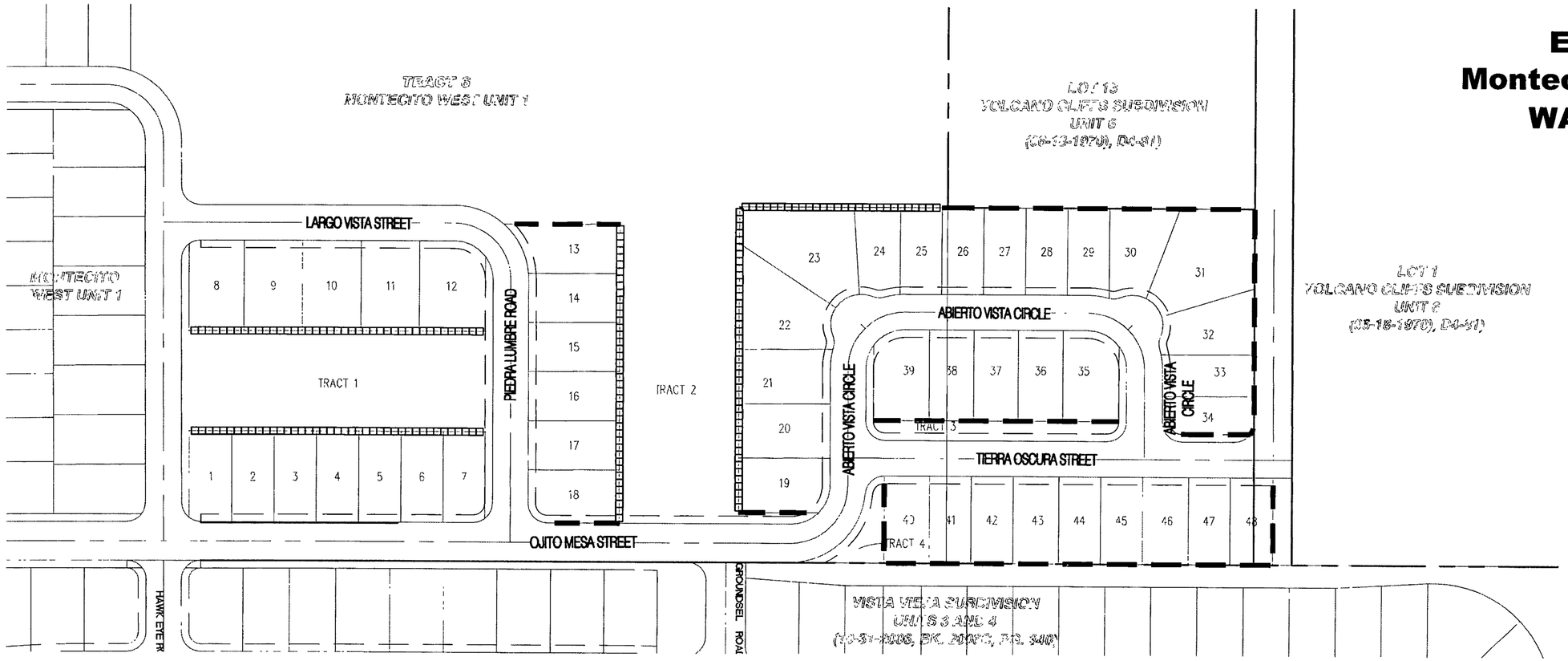
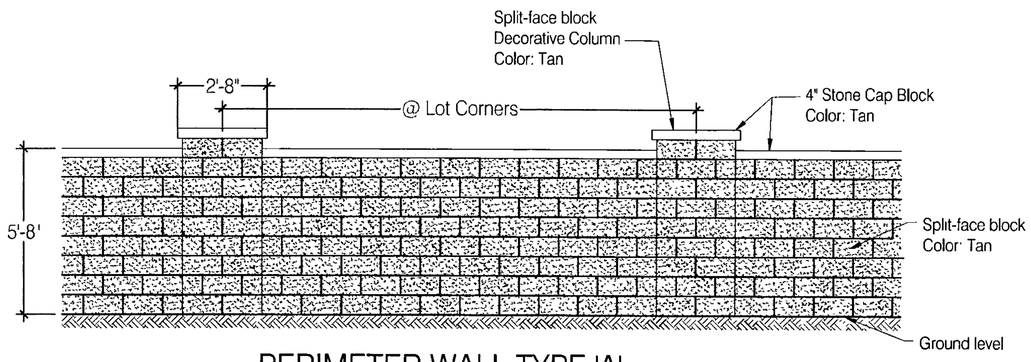
Bohannan Huston

EXHIBIT "D"
Montecito West UNIT 2
WALL EXHIBIT
11/8/2013





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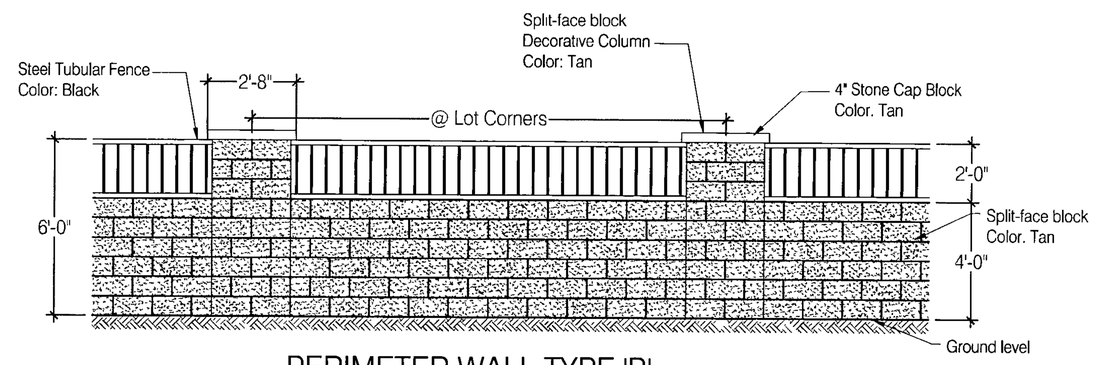

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Bohannan Huston

Bohannan Huston

Engineering
Spatial Data
Advanced Technologies

Courtyard I
7500 Jefferson St. NE
Albuquerque, NM
87109-4335
www.bhinc.com
voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

CLIENT/COURIER TRANSMITTAL

To: Jack Cloud
Chairperson
Development Review Board
City of Albuquerque
600 2nd St. NW

Requested by: Scott Steffen

Date: December 30, 2014

Time Due:
- ☒ **This A.M.**
- ☐ **This P.M.**
- ☐ **Rush** _____
- ☐ **By Tomorrow**

Phone: 924-3880
Job No.: 20140164.002.01.cdpabq

Job Name: Montecito West DRB 1009506

DELIVERY VIA

- ☒ Courier
- ☐ Federal Express
- ☐ Mail
- ☐ UPS
- ☐ Other

PICK UP

Item: _____

ITEM NO.	QUANTITY	DESCRIPTION
1	1	Unit 2 final plat submittal package

COMMENTS / INSTRUCTIONS

REC'D BY:_____ **DATE:**_____ **TIME:**_____

Bohannan Huston

Engineering
Spatial Data
Advanced Technologies

Courtyard I
7500 Jefferson St. NE
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CLIENT/COURIER TRANSMITTAL

To: Jack Cloud
Chairperson
Development Review Board
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- ☒ This A.M.
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- ☐ Rush _____
- ☐ By Tomorrow

Phone: 924-3880
Job No.: 20140164.002.01.cdpabq

Job Name: Montecito West DRB 1009506

DELIVERY VIA

- ☒ Courier
- ☐ Federal Express
- ☐ Mail
- ☐ UPS
- ☐ Other

PICK UP

Item: _____

ITEM NO.	QUANTITY	DESCRIPTION
1	1	Unit 2 final plat submittal package

COMMENTS / INSTRUCTIONS

REC'D BY:_____ DATE:_____ TIME:_____

City of Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

SUBDIVISION
- _X_ 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)

V P D L A 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): Bohannan Huston, Inc (Scott Steffen) PHONE: (505) 823-1000

ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988

CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

APPLICANT: 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. _X_ 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? X 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 Form revised 4/07

- ☒ **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	Action	S.F.	Fees
14 - DRB - 70429	FP		$ Ø
- -	CMF		$ 20.00
- -			$
- -			$
- -			$
			Total $ 20.00

Hearing date Jan. 7, 2015

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
N/A 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)

12/30/14
Applicant signature / date

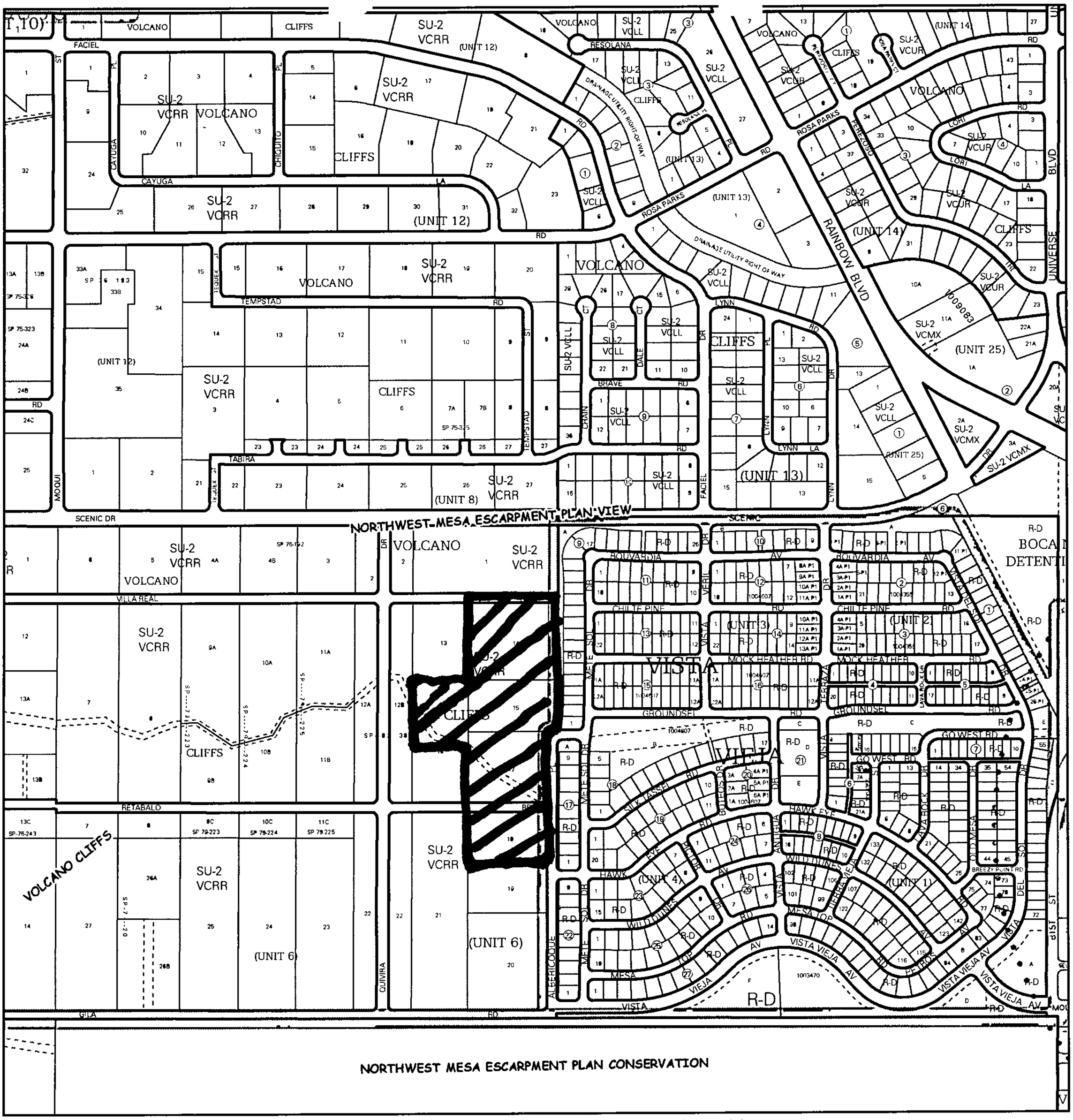
Form revised **October 2007**

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

Application case numbers
14 - DRB - 70429
- -
- -

12-30-14
Planner signature / date

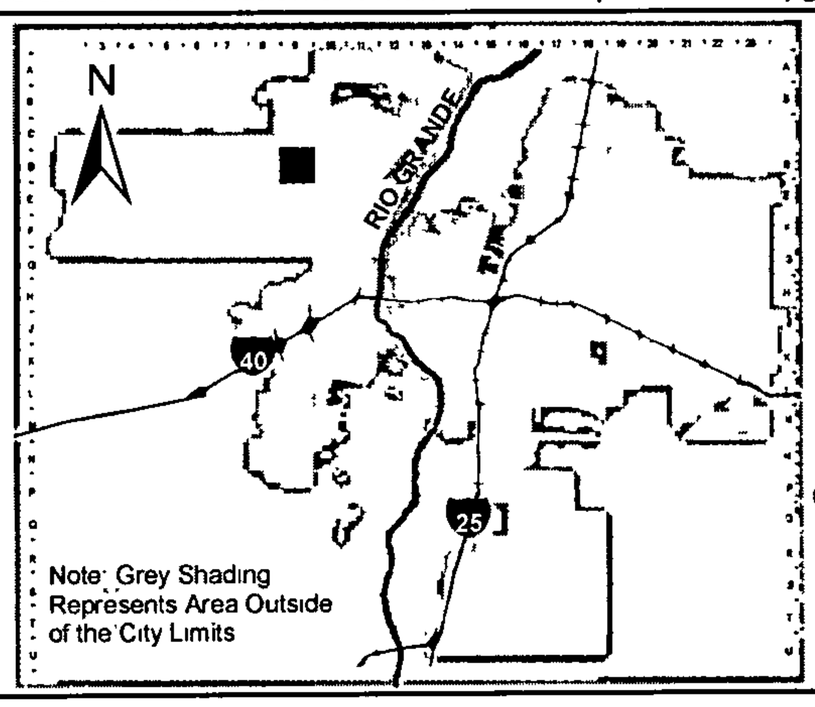
Project # 10095006



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

Albuquerque Geographic Information System

Map amended through: 9/2/2014



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

0 750 1,500 Feet

Bohannan Huston

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

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

December 30, 2014

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 ▲

Figure 12 Nearest Major Streets: **Unser Blvd and Rainbow Blvd**
No. of Lots: **48**

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 **Bohannan Huston Inc.,** and inspection of the private Improvements shall be performed by **Bohannan Huston Inc.** , both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the 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., a Michigan corporation

By [Signature]: _____

Name [Print]: Garret Price

Title: VP Land

Dated: 11/6/14

CITY OF ALBUQUERQUE

By: _____

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

Dated: December 26, 2014

12/22/14

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.

Pony E Lydens
Notary Public

My Commission Expires: 10/18/15

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.

Jane Rael for

(SEAL)

Notary Public

My Commission Expires: 8-13-17

OFFICIAL SEAL
ERNEST GOMEZ
NOTARY PUBLIC
STATE OF NEW MEXICO
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 Site Plan for Bldg Permit Approv
Date Site Plan for Sub. Approved:
Date Preliminary Plat Approved: 1-15-14
Date Preliminary Plat Expires: 1-15-15

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

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
			PAVING						
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

			OPEN SPACE						
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 SOUTH/EAST TRACT BOUNDARY ADJACENT TO TRACT 6, UNIT 1		/	/	/
763982			REVEGETATION OF ANY DISTRUBED 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 Cnst Engineer
			PUBLIC STORM DRAIN IMPROVEMENTS						
763982		24" - 36" DIA	RCP W/ MH & INLETS	OJITA MESA STREET	ABIERTO VISTA CIRCLE	EX 54" RCP SD, TRACT A VISTA VIEJA UNIT 4	/	/	/
763982		0.8 ac-ft	DETENTION POND W/AGREEMENT AND COVENANT	TRACT 1	ESPACIO VERDE ROAD	PIEDRA LUMBRE ROAD	/	/	/
763982			TRAINING DIKES	NORTH/SOUTH SIDE MIDDLE BRANCH BOCA NEGRA ARROYO	EXISTING UPSTREAM GABBION BASKET	PRUDENT LINE	/	/	/
763982			DIVERSION BERM W/AGREEMENT AND COVENANT	QUIVARA ROAD	360' 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						
			PUBLIC WATERLINE IMPROVEMENTS						
763982		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	OJITA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	ABIERTO VISTA CIRCLE	OJITA MESA STREET	TIERRA OSCURA STREET	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	TIERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		12" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	VILLA REAL ROAD	TIERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	OJITA MESA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	GROUNDSEL ROAD VISTA VIEJA UNIT 3	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	PIEDRA LUMBRE ROAD	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	PIEDRA LUMBRE ROAD	OJITA MESA STREET	LARGO VISTA STREET	/	/	/
763982		6" DIA	WATERLINE W/ NEC. VALVES FH'S, MJ'S & RJ'S	ABIERTO VISTA CIRCLE	TIERRA OSCURA STREET (SOUTH END)	TIERRA OSCURA STREET	/	/	/
			PUBLIC SANITARY SEWER IMPROVEMENTS						
763982		10" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	OJITA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	ABIERTO VISTA CIRCLE	OJITA MESA STREET	TIERRA OSCURA STREET	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	TIERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		10" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	VILLA REAL ROAD	TIERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	LOT 12	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	PIEDRA LUMBRE ROAD	OJITA MESA STREET	LOT 13	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	ABIERTO VISTA CIRCLE	TIERRA OSCURA STREET	LOT 30	/	/	/
763982		8" DIA	SANITARY SEWER W/ NEC. MH'S & SERVICES	ABIERTO VISTA CIRCLE	TIERRA OSCURA STREET	LOT 31	/	/	/

AGENT/OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS			
SCOTT STEFFEN, PE 1/13/2014 PREPARED BY PRINT NAME DATE	DRB CHAIR	1-15-14 DATE	Carol S. Dumont PARKS & ~~GENERAL SERVICES~~ Recreation	1-15-14 DATE
BOHANNAN HUSTON, INC. FIRM	TRANSPORTATION DEVELOPMENT	01-15-14 DATE	AMAFCA	DATE
SIGNATURE	ABCWUA	01/15/14 DATE	Curtis G. Cherne CITY ENGINEER	1-15-14 DATE
MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION				DATE

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT/OWNER

Figure 19

Nearest Major Streets: **Unser Blvd and Rainbow Blvd**
No. of Lots: **46**

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 that 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

By [signature]: _____
Name [print]: Garret Price
Title: VP Land
Dated: 11/18/14

CITY OF ALBUQUERQUE:

By: _____
Shahab Biazar

Dated: December 26, 2014

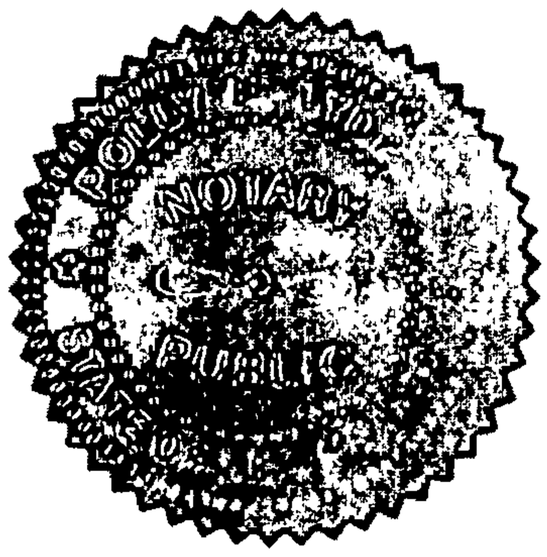
12-23-14

COA# 763982

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.



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 by Jane Rael for Shahab Biazar, Acting City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public

My Commission Expires: 8-13-17

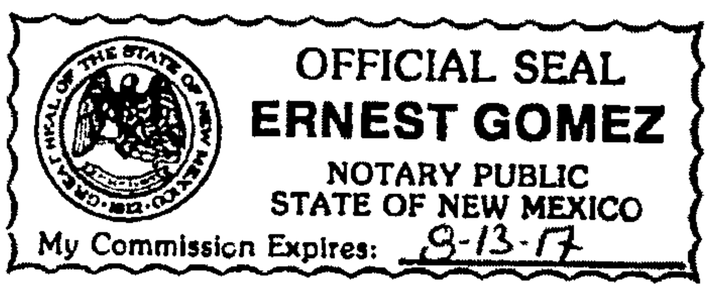


EXHIBIT A ATTACHED
[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER IS NOT THE OWNER OF THE SUBDIVISION]

Exhibit A

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.

<u>CONDITIONS:</u>

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 I S 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.

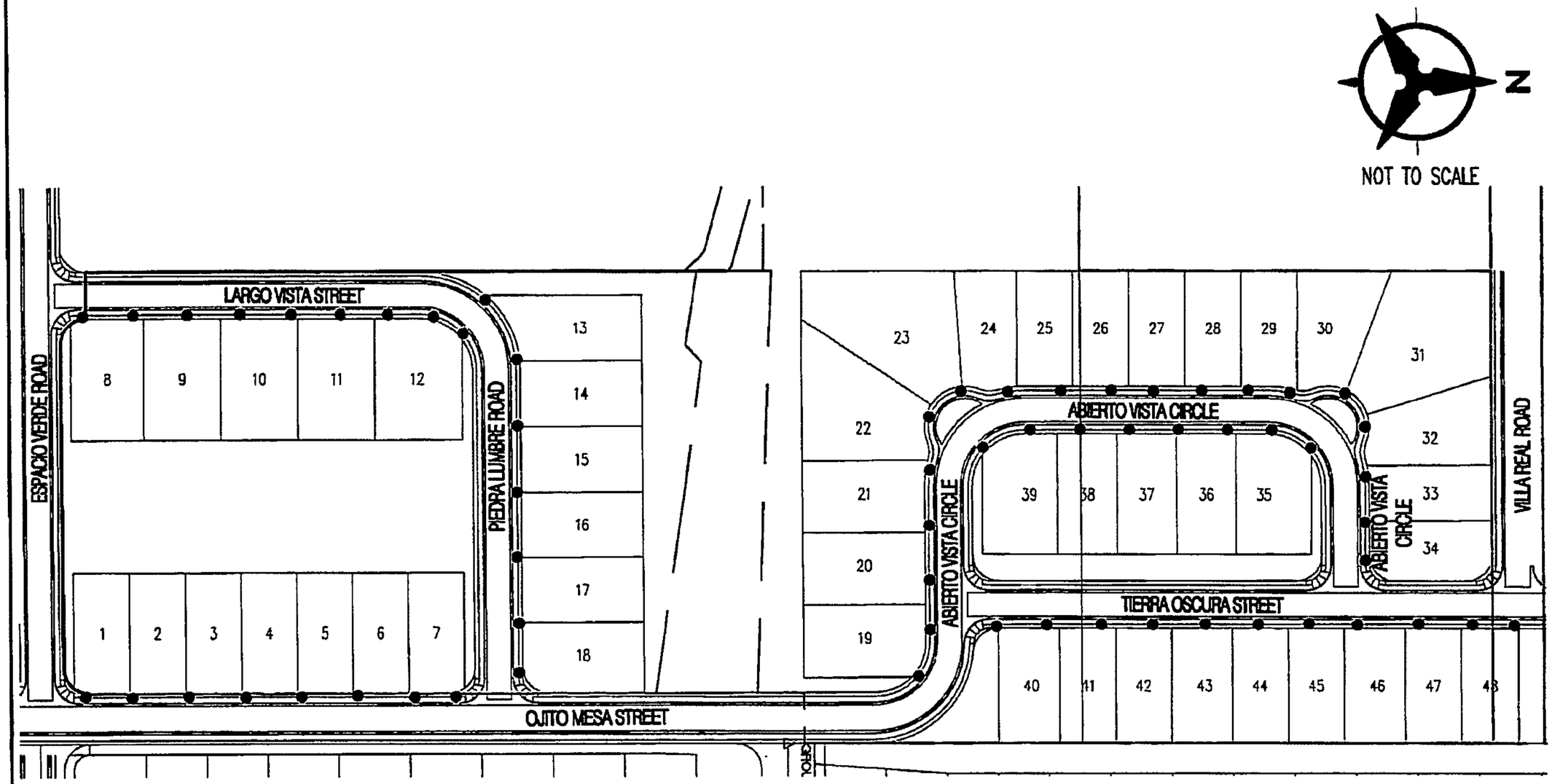
If you wish to appeal this decision, you must do so by January 30, 2014 in the manner described below.

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



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 DEFFERAL EXHIBIT
11/08/2013

Bohannan Huston

Thu, 7-Nov-2013 - 2:06:pm, Plotted by: SSTEFFEN
P:\20140164\CDP\Plans\General\Unit 2\PREPLAT\20140164_SW DEF_U2.dwg

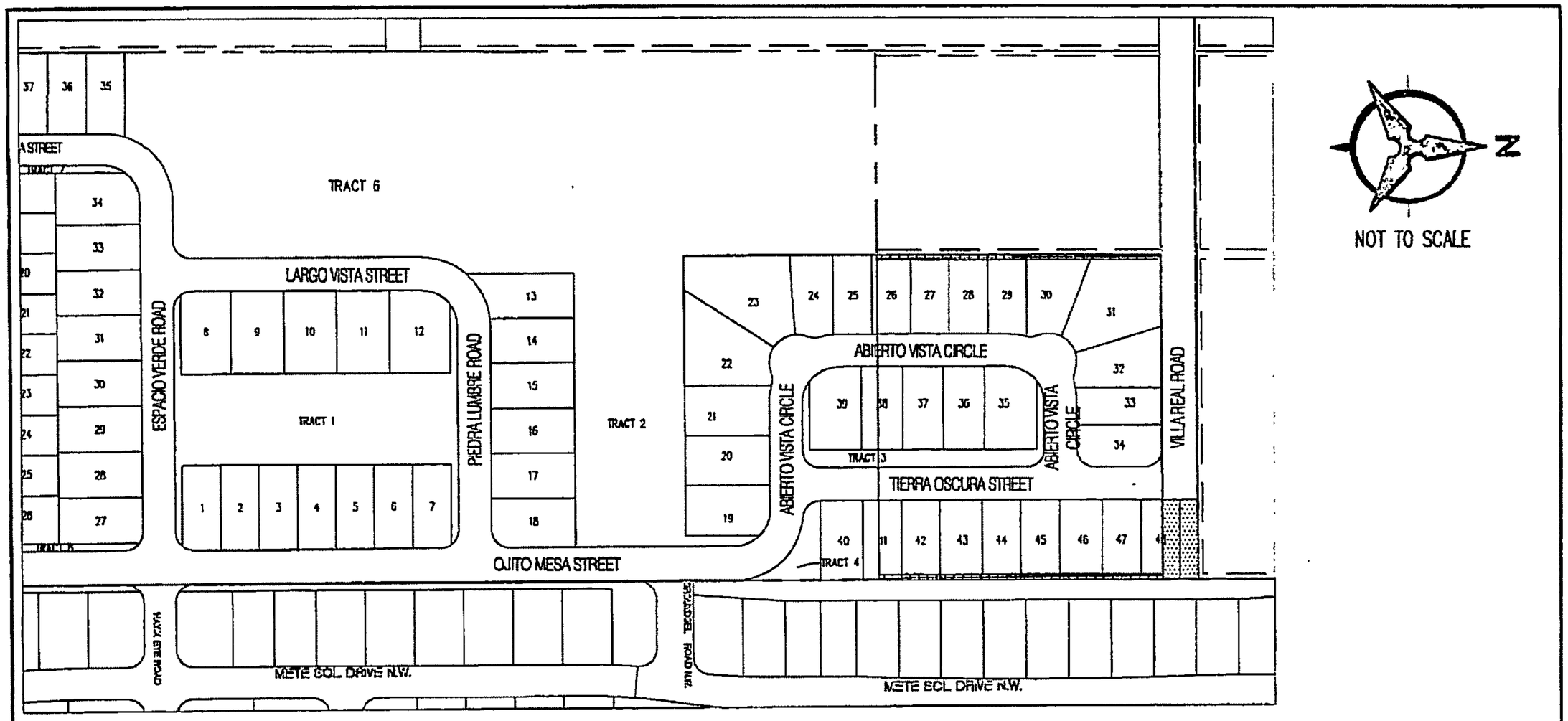


EXHIBIT "C"
Montecito West UNIT 2
VACATION EXHIBIT
11/08/2013

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.

Bohannan Huston

Thu, 7-Nov-2013 - 2:10:pm, Plotted by: SSTEFFEN
P:\20140164\CDP\Plans\General\Unit 2\PREPLAT\20140164_VACATION_U2.dwg

PROJECT #

10009506

January 7. 2014

FP

City of Albuquerque

DEVELOPMENT/ PLAN REVIEW APPLICATION

Supplemental form

SUBDIVISION — S
- ____ Major Subdivision action
- _X_ Minor Subdivision action
- ____ Vacation — V
- ____ Variance (Non-Zoning)

SITE DEVELOPMENT PLAN — P
- ____ for Subdivision
- ____ for Building Permit
- ____ Administrative Amendment (AA)
- ____ IP Master Development Plan — D
- ____ Cert. of Appropriateness (LUCC) — L

STORM DRAINAGE (Form D)
- ____ Storm Drainage Cost Allocation Plan

ZONING & PLANNING — Z
- ____ Annexation
  - ____ County Submittal
  - ____ EPC Submittal — A
- ____ 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): Bohannan Huston, Inc (Scott Steffen) PHONE: (505) 823-1000

ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988

CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

APPLICANT: Pulte Homes of New Mexico (Garret Price) PHONE: (505) 761-9606

ADDRESS: 7601 Jefferson St NE Suite 180 FAX: ____

CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: garret.price@pulte.com

Proprietary interest in site: Owner **List all owners**: ____

DESCRIPTION OF REQUEST: Final Plat for Lots 44A and 45A Montecito West Unit 1

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

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

Lot or Tract No. Lots 44 and 45 Block: ____ Unit: ____

Subdiv/Addn/TBKA: Montecito West Unit 2

Existing Zoning: SU-2 Volcano Cliffs Rural Residential (VCRR) PCD 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 12DRB-70352, 1009506 14DRB-70238

CASE INFORMATION:

Within city limits? X Yes Within 1000FT of a landfill? No

No. of **existing** lots: 2 No. of **proposed** lots: 2 Total area of site (acres): 0.32

LOCATION OF PROPERTY BY STREETS: On or Near: Vista Cumbre Road

Between: Nueva Piedra Street and Picos Oeste Street

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

SIGNATURE Scott J Steffen DATE 12/9/14

(Print) Scott J Steffen Applicant: ☐ Agent: ☒

FOR OFFICIAL USE ONLY

Form revised 4/07

☐ **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	Action	S.F.	Fees
14-DRB-70404	P&F		$ 285.00
	CMF		$ 20.00
			$
			$
			$
			Total $ 305.00

Hearing date December 17, 2014

12-9-14
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.**

NA 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**
NA 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
NA 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
NA 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)

12/9/14
Applicant signature / date

Form revised **October 2007**

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

Application case numbers
14DRB-_____-70404
_____-_____-_____
_____-_____-_____

12-9-14
Planner signature / date

Project # 1009506

Bohannan Huston

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

www.bhinc.com

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

December 9, 2014

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

Re: Lots 44A & 45A, Montecito West Unit 1 – 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
- 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 purpose of this plat is to adjust the common lot line between Lots 44 and 45 from the Montecito West Unit 1 recorded plat. The adjustment is necessary so that Lot 45 meets the minimum 55 foot lot width required for the house products for the subdivision. All infrastructure has been constructed and the work order close out package has been submitted to the Design Review Section for acceptance.

Please place this item on the DRB Agenda to be heard on December 17, 2014. 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

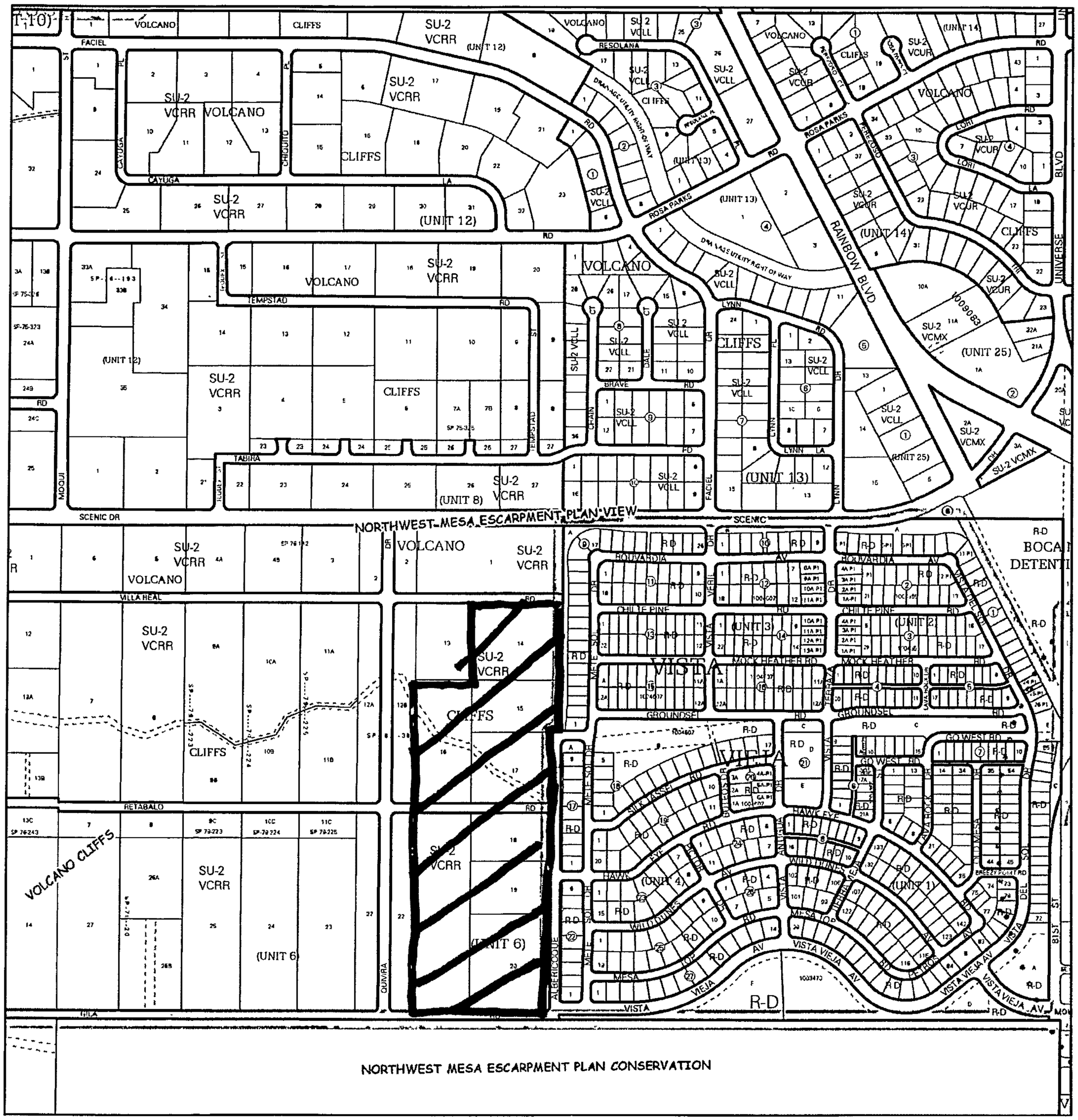
Enclosures

cc: Garret Price, Pulte Homes
Peter Steen, Pulte Homes

Engineering ▲

Spatial Data ▲

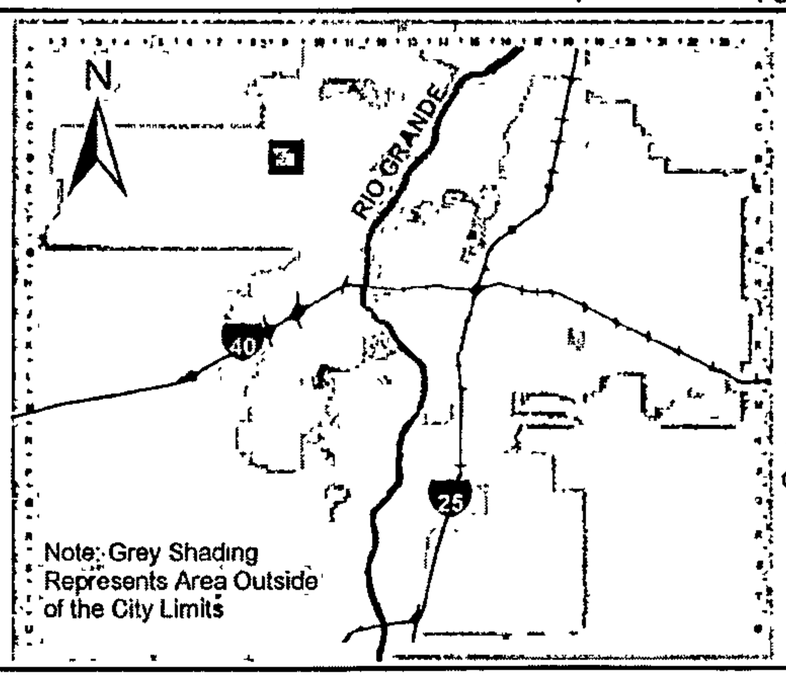
Advanced Technologies ▲



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

Albuquerque Geographic Information System

Map amended through: 6/7/2013



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

0 750 1,500 Feet

ALBUQUERQUE PUBLIC SCHOOLS

Capital Master Plan
Expect Great Things!

Winston Brooks
SUPERINTENDENT

Pre-Development Facilities Fee (PDFF)
Cover Sheet

Please drop off and pick up all Pre-Development Facilities Fee agreements at APS Capital Master Plan office. The office is located in Suite 9, 2nd Floor of the Lincoln Building at 915 Locust St SE. A map to our offices is located at: http://apsfacilities.org/capital/map.php

Project # (if already assigned by DRB) 1009506

Please check one:

☐ Preliminary PDFF
(Preliminary PDFF are required for preliminary plat submittals.)

☒ Final PDFF
(Final PDFF are required for final plat submittals and **must be recorded** prior to DRB hearing)

☐ Waiver/Deferral
(Must provide reason for Waiver/deferral)

Project Information

Subdivision Name Montecito West Unit 1
Legal Description Montecito West Unit 1, Lots 1-46
Location of Project (address or major cross streets) Vista Vieja Avenue & Mete Sol Drive
Proposed Number of Units 46 Single-Family ___ Multi-Family 46 Total Units

Waiver Information N/A

Property Owner:_____ Legal Description: _____ Zoning: _____
Reason for Waiver/Deferral:_____

Contact Information

Name: Garret Price
Company: Pulte Homes of New Mexico
Phone: 341-8524
E-Mail: Garret.Price@PulteGroup.com

Please include with your submittal:

☒ Zone Atlas map with the entire property (ies) precisely and clearly outlined
☒ Copy of a plat or plan for the proposed project
☒ List of new legal description (e.g. lot, block) and street address for each lot **(for final plat only)**
☒ Please include project number on the top right corner of all documents

DocH 2014053814
07/08/2014 10:36 AM Page: 1 of 12
AGRE R:$25.00 M. Toulouse Oliver, Bernalillo County

DRB Project # 1009506

APS Cluster Volcano Vista

EXHIBIT B

FINAL
PRE-DEVELOPMENT FACILITIES FEE AGREEMENT

THIS AGREEMENT is made by and between the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, New Mexico ("Albuquerque Public Schools" or "APS"), a public school district organized and existing pursuant to the laws of New Mexico, and Pulte Homes of New Mexico ("Developer") effective as of this 1st day of July, 2014, and pertains to the subdivision commonly known as Montecito West Unit 1, and more particularly described as

[use new legal description of subdivision]

Montecito West Unit 1, Lots 1-46

(the "Subdivision".) The following individual lots comprise the subdivision:

[List lots by street address and new legal description; Lots which will be used for multi-family residences should be marked "multifamily- __ units" with the number of units filled in.]

See Attached

WHEREAS, the City of Albuquerque requires that APS approve the plat(s) for any new subdivision; and

WHEREAS, Developer is proposing the development of a new subdivision, and requires APS approval of the plat for said subdivision; and

WHEREAS, Developer is the owner of the real estate being subdivided and platted; and

WHEREAS, Developer is required by the Albuquerque Subdivision Ordinance to provide appropriate infrastructure and improvements as a condition of developing a subdivision; and

WHEREAS, as a condition of approving such plat APS requires the provision of appropriate infrastructure and facilities or the payment of a facilities fee for each new residence to be constructed to help defray the cost of school construction, expansion, or maintenance;

DRB Project # 1009506

APS Cluster Volcano Vista

THEREFORE, in consideration of the mutual promises contained herein, APS and Developer agree as follows:

1. Developer agrees to pay to APS a facilities fee for each dwelling unit to be constructed in the Subdivision.

2. The amount of the fee shall be:

- If the building permit is issued on or after January 1, 2007, the fee shall be $1875 per dwelling unit.
- If the building permit is issued on or after July 1, 2008, the fee shall be $2425 per dwelling unit.
- If the permit is issued on or after January 1, 2010, the fee shall be $2975 per dwelling unit.

The fee for each dwelling unit in multi-family residential structures shall be sixty percent (60 %) of the fee for a single family home. "Multi-family residential structure" means any type of residential property other than single-family houses (one single family, detached dwelling unit per lot).

3. Developer agrees that the fee shall be paid to APS at or before the issuance of any building permit for any lot or other parcel of property subject to this agreement.

4. Developer may satisfy all or part of its obligations under this contract by transferring improved or unimproved property to APS, provided that APS must agree to the transfer and to the value placed on the transferred property. APS, upon accepting such transfer, shall credit Developer with an amount equal to the agreed value, and the developer may designate the lot(s) to which such amount(s) shall be applied in satisfaction of its obligations hereunder.

5. This contract shall be recorded in the office of the County Clerk of Bernalillo and/or Sandoval County, and shall serve as notice of the Developer's obligation to pay facilities fees. Developer shall include on the plat of the Subdivision a statement that "The property on this plat is subject to a Pre-Development Facilities Fee Agreement with the Albuquerque Public Schools, recorded at [recording data]."

6. APS, through its Facilities Fee Administrator, will provide a Payment Acknowledgement in the form attached hereto to the Developer reflecting receipt of the facilities fee (or equivalent compensation as described in paragraph 4 above), which form may be given to the City to show satisfaction of the fee obligation and satisfy that condition for receiving building permits. Developer may record that Payment Acknowledgment in the real estate records of Bernalillo or Sandoval County, but APS shall not be responsible for paying any recording fees nor shall APS be responsible for recording any such documents with the office of the County Clerk or any other office.

DRB Project # 1009506

APS Cluster Volcano Vista

Signature

Garret Price - Vice President - Land

Name (typed or printed) and title

Pulte Homes of NM, Inc

Developer a Michigan Corporation

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on 7/3/14, by Garret Price as VP of Land, a corporation.

(Seal) OFFICIAL SEAL Polly E. Lydens NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 10/18/15

Polly E Lydens

Notary Public

My commission expires: 10/18/15

ALBUQUERQUE PUBLIC SCHOOLS

By:

Signature

April L. Winters, Facility Fee Planner

Name (typed or printed) and title

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on 7/7/2014, by April L. Winters as Facility Fee Planner of the Albuquerque Municipal School District No. 12, Bernalillo and Sandoval Counties, a school district organized and existing under the laws of the State of New Mexico.

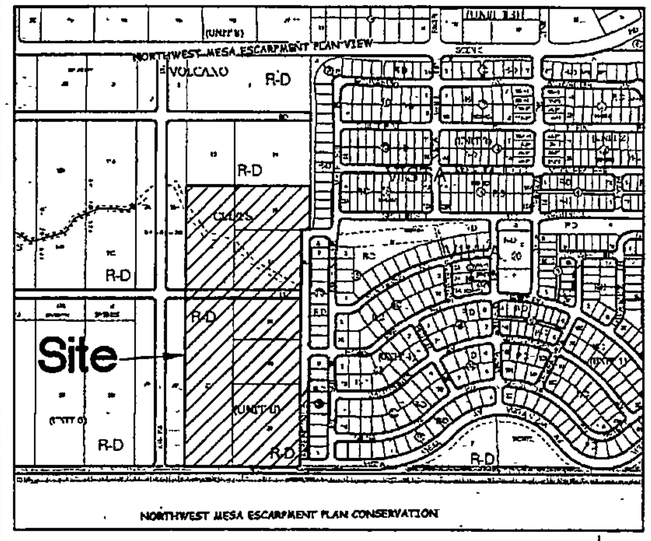
(Seal) OFFICIAL SEAL Anastasia Wolfe NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 6/17/2016

Notary Public

My commission expires: 6/17/2016

DRB Project #1009506
APS Cluster: Volcano Vista

Lot	Address	Legal Description
1	8716 Vista Cumbre Road NW	Montecito West Unit 1, Lot 1
2	8712 Vista Cumbre Road NW	Montecito West Unit 1, Lot 2
3	8708 Vista Cumbre Road NW	Montecito West Unit 1, Lot 3
4	8704 Vista Cumbre Road NW	Montecito West Unit 1, Lot 4
5	8700 Vista Cumbre Road NW	Montecito West Unit 1, Lot 5
6	6700 Borde Abierto Street NW	Montecito West Unit 1, Lot 6
7	6704 Borde Abierto Street NW	Montecito West Unit 1, Lot 7
8	6708 Borde Abierto Street NW	Montecito West Unit 1, Lot 8
9	6701 Borde Abierto Street NW	Montecito West Unit 1, Lot 9
10	6705 Borde Abierto Street NW	Montecito West Unit 1, Lot 10
11	6709 Borde Abierto Street NW	Montecito West Unit 1, Lot 11
12	8716 Placitas Roca Road NW	Montecito West Unit 1, Lot 12
13	8720 Placitas Roca Road NW	Montecito West Unit 1, Lot 13
14	8724 Placitas Roca Road NW	Montecito West Unit 1, Lot 14
15	6700 Nueva Piedra Street NW	Montecito West Unit 1, Lot 15
16	6704 Nueva Piedra Street NW	Montecito West Unit 1, Lot 16
17	6708 Nueva Piedra Street NW	Montecito West Unit 1, Lot 17
18	8735 Placitas Roca Road NW	Montecito West Unit 1, Lot 18
19	8731 Placitas Roca Road NW	Montecito West Unit 1, Lot 19
20	8727 Placitas Roca Road NW	Montecito West Unit 1, Lot 20
21	8723 Placitas Roca Road NW	Montecito West Unit 1, Lot 21
22	8719 Placitas Roca Road NW	Montecito West Unit 1, Lot 22
23	8715 Placitas Roca Road NW	Montecito West Unit 1, Lot 23
24	8709 Placitas Roca Road NW	Montecito West Unit 1, Lot 24
25	8705 Placitas Roca Road NW	Montecito West Unit 1, Lot 25
26	8701 Placitas Roca Road NW	Montecito West Unit 1, Lot 26
27	8700 Espacio Verde Road NW	Montecito West Unit 1, Lot 27
28	8704 Espacio Verde Road NW	Montecito West Unit 1, Lot 28
29	8708 Espacio Verde Road NW	Montecito West Unit 1, Lot 29
30	8712 Espacio Verde Road NW	Montecito West Unit 1, Lot 30
31	8716 Espacio Verde Road NW	Montecito West Unit 1, Lot 31
32	8720 Espacio Verde Road NW	Montecito West Unit 1, Lot 32
33	8724 Espacio Verde Road NW	Montecito West Unit 1, Lot 33
34	8728 Espacio Verde Road NW	Montecito West Unit 1, Lot 34
35	6735 Nueva Piedra Street NW	Montecito West Unit 1, Lot 35
36	6731 Nueva Piedra Street NW	Montecito West Unit 1, Lot 36
37	6727 Nueva Piedra Street NW	Montecito West Unit 1, Lot 37
38	6723 Nueva Piedra Street NW	Montecito West Unit 1, Lot 38
39	6715 Nueva Piedra Street NW	Montecito West Unit 1, Lot 39
40	6709 Nueva Piedra Street NW	Montecito West Unit 1, Lot 40
41	6705 Nueva Piedra Street NW	Montecito West Unit 1, Lot 41
42	6701 Nueva Piedra Street NW	Montecito West Unit 1, Lot 42
43	8736 Vista Cumbre Road NW	Montecito West Unit 1, Lot 43
44	8732 Vista Cumbre Road NW	Montecito West Unit 1, Lot 44
45	8728 Vista Cumbre Road NW	Montecito West Unit 1, Lot 45
46	8724 Vista Cumbre Road NW	Montecito West Unit 1, Lot 46



Vicinity Map Zone Atlas D-9-Z

n.t.s.

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.
3. GRANT ADDITIONAL RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE.
4. VACATE EASEMENTS AS SHOWN HEREON.
5. VACATE RIGHT-OF-WAY AS SHOWN HEREON.

Free Consent & Dedication

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

Garret Price 6/24/14

GARRET PRICE, VICE PRESIDENT OF LAND — DATE
PULTE HOMES OF NEW MEXICO, INC.

OFFICIAL SEAL
Polly E. Lydens
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10-18-15

Acknowledgment

STATE OF NEW MEXICO }
COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 24, 2014

BY: GARRET PRICE, VICE PRESIDENT OF LAND, PULTE HOMES OF NEW MEXICO, INC.

Polly E. Lydens 10/18/15

NOTARY PUBLIC — MY COMMISSION EXPIRES

Indexing Information

Section 21, Township 11 North, Range 2 East, NMPM
Subdivision: Volcano Cliffs Subdivision, Unit 6
Owner: Marvin M. Mueller, UPC#100906322524230127

Subdivision Data

GROSS ACREAGE	29.5439 Acres
ZONE ATLAS PAGE NO.	D-9-Z
NUMBER OF EXISTING LOTS	7
NUMBER OF LOTS CREATED	46
NUMBER OF TRACTS CREATED	10
MILES OF FULL WIDTH STREETS	0.46 MILES
MILES OF HALF WIDTH STREETS	0.15 MILES
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE	3.4981 ACRES
DATE OF SURVEY	JANUARY 2013

Notes

1. FIELD SURVEY PERFORMED IN JANUARY 2013.
2. ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
3. THE BASIS OF BEARING REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-GRID).
4. LOT LINES AND EASEMENTS BEING ELIMINATED BY PLAT ARE SHOWN AS THUS . . . . . .
5. IN LIEU OF RIGHT OF WAY MONUMENTATION, CENTERLINE MONUMENTATION WILL BE SET AT CENTERLINE PC'S, PT'S, ANGLE POINTS AND STREET INTERSECTIONS AND SHOWN AS THUS ▲. ALL CENTERLINE MONUMENTS WILL BE SET USING THE STANDARD 4" ALUMINUM MONUMENT STAMPED "CITY OF ALBUQUERQUE CENTERLINE MONUMENT- DO NOT DISTURB, PS 14271" AND WILL BE SET FLUSH WITH THE FINAL ASPHALT.
6. IN LIEU OF FRONT CORNERS, A CHISELED "X" WILL BE SET IN THE GUTTER PAN, BEING AN EXTENSION OF THE SIDE LOT LINES EXTENDED TO A ONE FOOT INCREMENT DISTANCE FROM THE FRONT CORNER. REAR CORNERS WILL BE MARKED BY A BATHEY MARKER WITH CAP "LS 14271"

Legal Description

LOTS NUMBERED FIFTEEN (15) THRU TWENTY-ONE (21), VOLCANO CLIFFS SUBDIVISION, UNIT 6, AND A VACATED PORTION OF RETABLO ROAD NW AND ALBERICOQUE PLACE NW, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JUNE 18, 1970, IN BOOK D4, PAGE 81, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 16, BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, BEING MARKED BY A 1/2" REBAR, WHENCE A TIE TO ACS MONUMENT "2_D9" BEARS N 78°27'55" W, A DISTANCE OF 651.97 FEET,

THENCE, FROM SAID POINT OF BEGINNING, S 89°53'11" E, A DISTANCE OF 766.78 FEET TO THE NORTHEAST CORNER OF LOT 15, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 00°17'06" W, A DISTANCE OF 274.13 FEET TO AN ANGLE POINT LYING ON THE EASTERLY RIGHT OF WAY OF ALBERICOQUE PLACE NW;

THENCE, N 89°52'58" W, A DISTANCE OF 50.00 FEET, TO AN ANGLE POINT LYING ON THE WESTERLY RIGHT OF WAY OF ALBERICOQUE PLACE NW, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING SAID WESTERLY RIGHT-OF-WAY LINE, S 00°17'06" W, A DISTANCE OF 1051.94 FEET TO AN ANGLE POINT;

THENCE, 104.48 FEET ALONG A CURVE TO THE LEFT, BEING NON-RADIAL TO THE PREVIOUS COURSE, HAVING A RADIUS OF 99.49 FEET, A DELTA OF 60°10'10", AND A CHORD BEARING N 30°22'11" E, A DISTANCE OF 99.74 FEET TO AN ANGLE POINT, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 00°17'06" W, A DISTANCE OF 503.32 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 89°55'12" W, A DISTANCE OF 768.42 FEET TO THE SOUTHWEST CORNER OF LOT 21, BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, BEING MARKED BY A 1/2" REBAR;

THENCE, N 00°20'19" E, A DISTANCE OF 1743.69 FEET TO THE POINT OF BEGINNING, CONTAINING 29.5439 ACRES (1,286,931 SQ. FT.) MORE OR LESS.

Plat for
Montecito West Unit 1

Being Comprised of

Lots 15-21, Volcano Cliffs Subdivision Unit 6
Together with a Portion of Vacated Retablo Road NW
and Albericoque Place NW Rights-of-Way
City of Albuquerque
Bernalillo County, New Mexico
June 2014

Approved and Accepted by:

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

Project Number _____

Application Number _____

Plat approvals:

PNM Electric Services	Date
New Mexico Gas Company	Date
Rita Jaramillo — Qwest Corporation d/b/a CenturyLink QC	7-2-14 Date
Comcast	6/30/14 Date
City approvals:	
Diel P. Sarfa — City Surveyor	7-2-14 Date
Traffic Engineer	Date
ABCWUA	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineer	Date
DRB Chairperson, Planning Department	Date
Real Property Division	Date

Surveyor's Certificate

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

6/18/14

BRIAN J. MARTINEZ — DATE
N.M.R.P.S. No. 18374

BRIAN J. MARTINEZ NEW MEXICO No. 18374 REGISTERED PROFESSIONAL SURVEYOR

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

Sheet 1 of 5
130136

Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES
(N 90°00'00" E)	RECORD INFO VOLCANO CLIFFS SUBDIVISION (D4-81, 06/18/1970)
⊗	CHISELED "X", UNLESS INDICATED OTHERWISE
O	SET BATHEY MARKER WITH CAP "LS 14271"
▲	CENTERLINE MONUMENT
. . . . .	LOT LINES AND EASEMENT LINES ELIMINATED BY THIS PLAT
×	FOUND CHISELED "X", USED AS A REFERENCE POINT

Note: Existing conditions, before platting, shown on this sheet.

Plat for
Montecito West Unit 1
Being Comprised of
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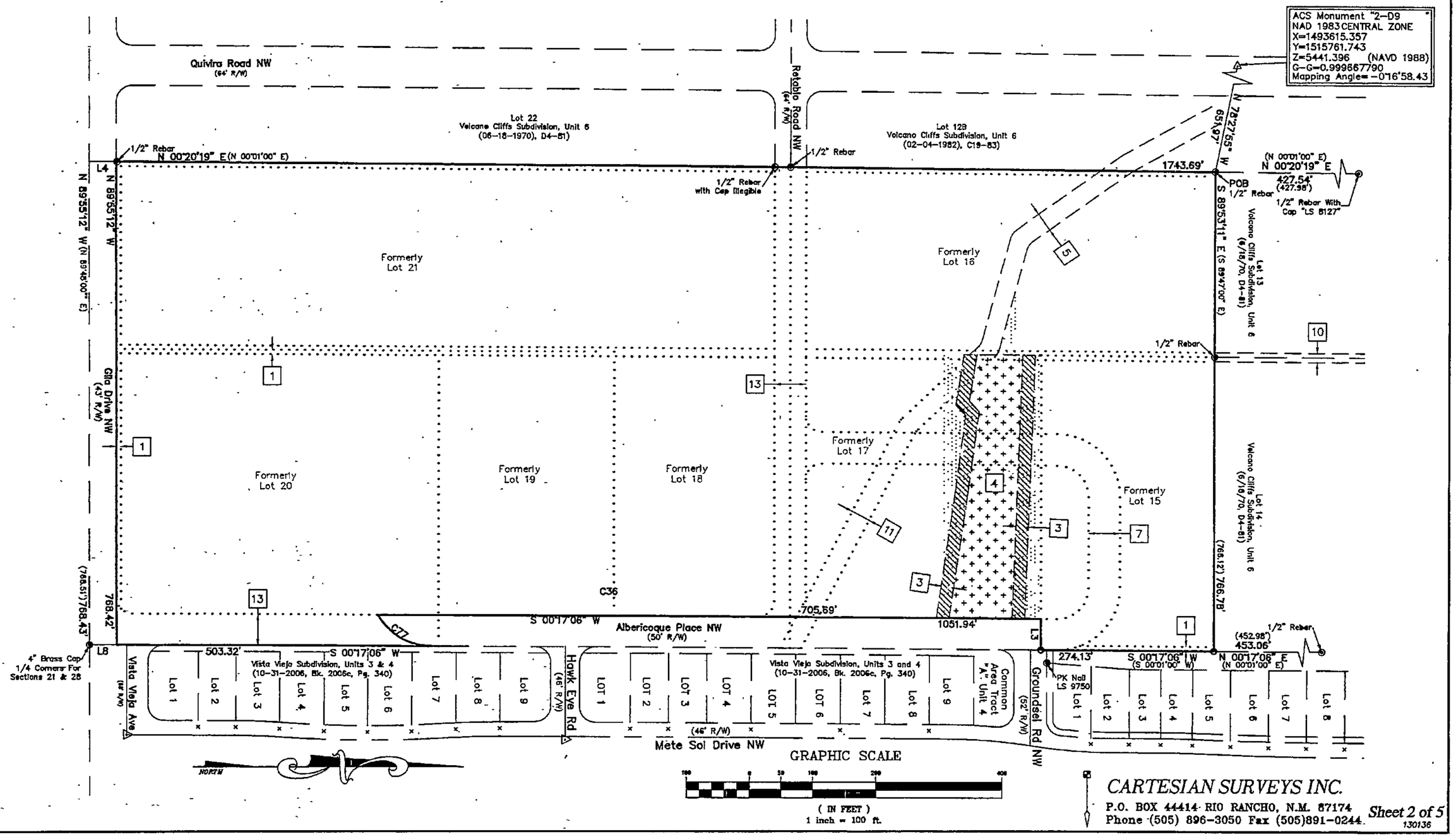
Together with a Portion of Vacated Retablo Road NW
and Albericoque Place NW Rights-of-Way
City of Albuquerque
Bernalillo County, New Mexico
June 2014

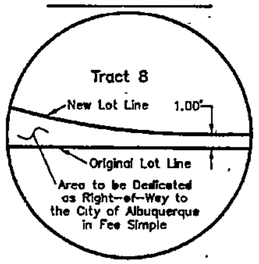


CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505)891-0244

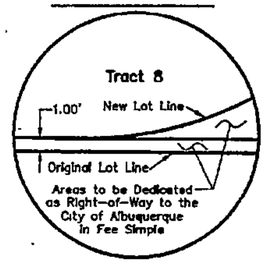
Legend

N 90°00'00" E	MEASURED BEARING AND DISTANCES
(N 89°59'00" E)	RECORD INFO VOLCANO CLIFFS SUBDIVISION (D4-81, 06/18/1970)
⊕	MONUMENT FOUND AND USED AS INDICATED
O	SET MATHEY MARKER WITH CAP "LS 14271" UNLESS NOTED OTHERWISE
▲	CENTERLINE MONUMENT
×	FOUND CHISELED X, USED AS A REFERENCE POINT

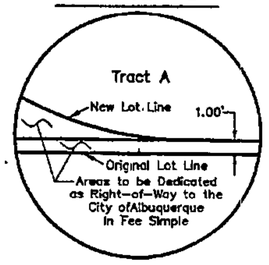
Detail "A"



Detail "B"



Detail "C"



Plat for
Montecito West Unit 1

Being Comprised of

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City of Albuquerque
Bernalillo County, New Mexico
June 2014

ACS Monument "2-D9"
NAD 1983 CENTRAL ZONE
X=1493615.357
Y=1515761.743
Z=5441.396 (NAVD 1988)
G-G=0.999667790
Mapping Angle= -0°16'58.43

Quivira Road NW (84' R/W)

Lot 22 Volcano Cliffs Subdivision, Unit 6 (06-18-1970), D4-81)

Retablo Road NW (84' R/W)

Lot 12B Volcano Cliffs Subdivision, Unit 6 (02-04-1982), C19-83)

1/2" Rebar N 00°20'19" E (N 00°01'00" E)

L4 N 89°55'12" W (N 89°46'00" E)

S 89°39'41" E 121.81'

751.49'

1/2" Rebar with Cap Illegible

1/2" Rebar

N 78°27'55" W 651.97'

1743.69'

315.16'

POB 1/2" Rebar

(N 00°01'00" E) N 00°20'19" E 427.54' (427.98')

1/2" Rebar With Cap "LS 8127"

S 89°53'11" E (S 89°47'00" E)

Lot 13 Volcano Cliffs Subdivision, Unit 6 (6/18/70, D4-81)

Nueva Piedra St NW (47' R/W)

C11

Tract 6 213,836 Sq. Ft. 4.9090 Acres

296.69'

S 89°52'36" E 41.11'

N 89°54'47" W 59.34'

C16

S 00°17'10" W 548.94'

664.80'

47.00' S 89°52'30" W

C17

See Sheet 4 of 5 for Interior Lot Dimensions within this Area

Picos Oeste St NW (51' R/W)

Vista Cumbre Rd NW (47' R/W)

Placitas Roca Rd NW (47' R/W)

Espacio Verde Road NW (47' R/W)

N 89°54'47" W

S 89°52'58" E 419.12'

Tract A 527,419 Sq. Ft. 12.1079 Acres

Gila Drive NW (47' R/W)

Additional Right-of-Way dedicated to the City of Albuquerque in Fee Simple with the filing of this plat

(47' R/W)

Borde Abierto St NW

322.40'

C36

See Detail "C"

1' Additional Right-of-Way Dedicated in Fee Simple with the filing of this plat

705.69'

S 89°52'58" E 419.39'

156.97'

1051.94'

Lot 14 Volcano Cliffs Subdivision, Unit 6 (6/18/70, D4-81)

(766.12') 766.78'

(766.51') 768.43'

768.42'

See Detail "A"

See Detail "B"

C37

S 00°17'06" W

(51' R/W)

Ojito Mesa St NW

L8

L7

L3

274.13'

1/2" Rebar (452.98') 453.06'

4" Brass Cap 1/4 Corners For Sections 21 & 28

503.32'

S 00°17'06" W

Vista Viejo Subdivision, Units 3 & 4 (10-31-2006, Bk. 2006c, Pg. 340)

Vista Viejo Subdivision, Units 3 and 4 (10-31-2006, Bk. 2006c, Pg. 340)

274.13'

S 00°17'06" W (S 00°01'00" W)

N 00°17'06" E (N 00°01'00" E)

PK Nail LS 9750

Vista Viejo Ave (68' R/W)

Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7 Lot 8 Lot 9

Hawk Eye Rd (46' R/W)

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 Lot 7 Lot 8 Lot 9

Common Area Tract "A" Unit 4

Groundsel Rd NW (52' R/W)

Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7 Lot 8

(46' R/W)

Mete Sol Drive NW

NORTH

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

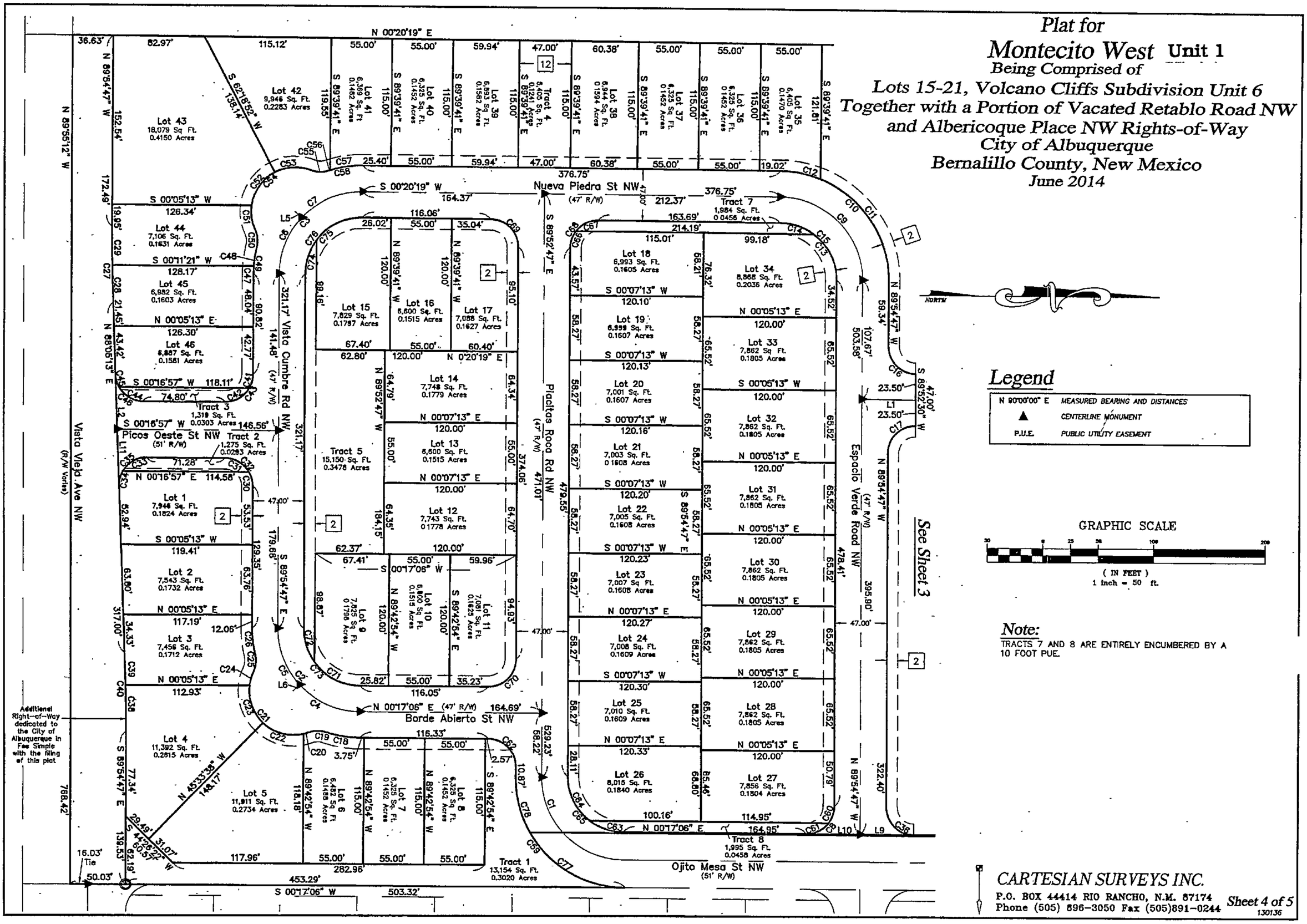
CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505)891-0244

Sheet 3 of 5

130136

Plat for
Montecito West Unit 1

Being Comprised of
Lots 15-21, Volcano Cliffs Subdivision Unit 6
Together with a Portion of Vacated Retablo Road NW
and Albericoque Place NW Rights-of-Way
City of Albuquerque
Bernalillo County, New Mexico
June 2014



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

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	55.19'	75.00'	42°09'36"	53.95'	N 69°02'25" E
C2	117.55'	75.00'	89°48'07"	105.88'	N 45°11'10" E
C3	118.14'	75.00'	90°15'05"	106.30'	S 44°47'14" E
C4	61.68'	75.00'	47°07'04"	59.95'	N 23°50'38" E
C5	55.87'	75.00'	42°41'03"	54.59'	N 68°44'42" E
C6	56.18'	75.00'	42°55'04"	54.88'	S 68°27'15" E
C7	61.96'	75.00'	47°20'01"	60.21'	S 23°19'42" E
C8	39.36'	25.00'	90°11'53"	35.42'	N 44°48'50" W
C9	117.48'	75.00'	89°44'55"	105.83'	S 45°12'46" W
C10	154.29'	98.50'	89°44'55"	138.99'	S 45°12'46" W
C11	117.46'	98.50'	68°19'28"	110.62'	S 55°55'29" W
C12	36.83'	98.50'	21°25'27"	36.62'	S 11°03'02" W
C13	48.03'	51.50'	53°26'19"	46.31'	S 63°22'04" W
C14	32.64'	51.50'	36°18'36"	32.09'	S 18°29'37" W
C15	80.67'	51.50'	89°44'55"	72.67'	S 45°12'46" W
C16	39.18'	25.00'	89°48'03"	35.29'	N 45°11'12" E
C17	39.36'	25.00'	90°11'57"	35.42'	S 44°48'48" E
C18	31.01'	98.50'	18°02'14"	30.88'	N 09°18'13" E
C19	16.74'	25.00'	38°21'32"	16.43'	S 00°51'26" E
C20	4.53'	40.00'	06°28'58"	4.52'	N 16°47'42" W
C21	94.16'	40.00'	134°52'44"	73.88'	N 47°24'11" E
C22	39.94'	40.00'	57°12'55"	38.30'	N 15°03'14" E
C23	37.03'	40.00'	53°02'28"	35.72'	N 70°10'56" E
C24	12.66'	40.00'	18°08'23"	12.61'	S 74°13'39" E
C25	16.74'	25.00'	38°21'32"	16.43'	N 84°20'13" W
C26	23.39'	98.50'	13°36'12"	23.33'	N 83°17'07" E
C27	68.63'	1966.00'	02°00'00"	68.62'	N 89°05'13" E
C28	33.57'	1966.00'	00°58'42"	33.57'	N 88°34'34" E
C29	35.05'	1966.00'	01°01'18"	35.05'	N 89°34'34" E
C30	13.00'	25.00'	29°48'17"	12.86'	S 75°11'05" W
C31	26.18'	25.00'	60°00'00"	25.00'	S 30°16'57" W
C32	39.18'	25.00'	89°48'17"	35.30'	S 45°11'05" W
C33	26.18'	25.00'	60°00'00"	25.00'	S 29°43'03" E
C34	14.05'	25.00'	32°11'43"	13.86'	S 75°48'55" E
C35	40.23'	25.00'	92°11'43"	36.03'	S 45°48'55" E
C36	39.18'	25.00'	89°48'07"	35.29'	N 45°11'10" E
C38	41.58'	2034.00'	01°10'17"	41.58'	S 89°30'05" W
C39	29.42'	2034.00'	00°49'43"	29.42'	S 88°30'05" W
C40	71.00'	2034.00'	02°00'00"	71.00'	S 89°05'13" W
C41	13.18'	25.00'	30°11'43"	13.02'	N 74°48'55" W
C42	26.18'	25.00'	60°00'00"	25.00'	N 29°43'03" W
C43	39.36'	25.00'	90°11'43"	35.42'	N 44°48'55" W
C44	26.18'	25.00'	60°00'00"	25.00'	N 30°16'57" E
C45	12.13'	25.00'	27°48'17"	12.01'	N 74°11'05" E
C46	38.31'	25.00'	87°48'17"	34.67'	N 44°11'05" E
C47	6.73'	98.50'	03°54'58"	6.73'	S 87°57'18" E
C48	17.06'	98.50'	09°55'16"	17.03'	S 81°02'11" E
C49	23.79'	98.50'	13°50'14"	23.73'	S 82°59'40" E
C50	16.74'	25.00'	38°21'32"	16.43'	S 84°44'41" W
C51	22.58'	40.00'	32°20'24"	22.28'	N 81°44'07" E
C52	37.98'	40.00'	54°24'32"	36.57'	S 54°53'24" E
C53	33.60'	40.00'	48°07'48"	32.62'	S 03°37'14" E
C54	94.16'	40.00'	134°52'45"	73.88'	S 46°59'42" E
C55	16.74'	25.00'	38°21'32"	16.43'	N 01°15'54" E
C56	1.32'	98.50'	00°45'55"	1.32'	S 17°31'54" E
C57	30.06'	98.50'	17°29'15"	29.95'	S 08°24'19" E
C58	31.38'	98.50'	18°15'11"	31.25'	S 08°47'17" E
C59	155.99'	99.49'	89°50'07"	140.50'	N 45°12'09" E
C60	16.17'	25.00'	37°04'05"	15.89'	N 71°22'44" W
C61	23.18'	25.00'	53°07'48"	22.36'	N 26°16'48" W
C62	39.20'	25.00'	89°50'07"	35.30'	S 45°12'09" W
C63	32.33'	50.49'	36°41'04"	31.78'	N 18°37'38" E
C64	46.84'	50.49'	53°09'03"	45.18'	N 63°32'41" E
C65	79.16'	50.49'	89°50'07"	71.30'	N 45°12'09" E
C66	16.18'	25.00'	37°05'17"	15.90'	S 71°20'08" E
C67	23.18'	25.00'	53°07'48"	22.36'	S 26°13'36" E
C68	39.37'	25.00'	90°13'06"	35.42'	S 44°46'14" E
C69	39.17'	25.00'	89°46'54"	35.29'	S 45°13'46" W
C70	39.34'	25.00'	90°09'53"	35.41'	N 44°47'51" W
C71	48.42'	51.50'	53°51'51"	46.65'	N 27°13'02" E
C72	32.30'	51.50'	35°56'16"	31.78'	N 72°07'05" E
C73	80.72'	51.50'	89°48'07"	72.71'	N 45°11'10" E
C74	33.06'	51.50'	36°46'53"	32.50'	S 71°31'20" E
C75	48.06'	51.50'	53°28'12"	46.34'	S 26°23'47" E
C76	81.12'	51.50'	90°15'05"	72.99'	S 44°47'14" E
C77	104.48'	99.49'	60°10'10"	99.74'	N 30°22'11" E
C78	51.51'	99.49'	29°39'57"	50.94'	N 75°17'14" E

Public Utility Easements:

Public utility easements shown on this plat are granted for the common and joint use of:

A. Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM electric) for installation, maintenance and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.

B. New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.

C. Qwest Corp. d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.

D. Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide cable services.

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

Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.50'	N 00°17'10" E
L2	49.58'	N 88°05'13" E
L3	50.00'	N 89°52'58" W
L4	43.00'	N 00°20'19" E
L5	7.99'	N 43°00'18" E
L6	7.99'	N 42°35'49" W
L7	51.00'	N 89°52'58" W
L8	43.00'	N 00°17'06" E
L9	48.41'	S 00°17'06" W
L10	48.59'	S 00°17'06" W
L11	51.50'	N 88°05'13" E

Documents Used

1. PLAT FOR VOLCANO CLIFFS SUBDIVISION, UNIT 6, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JUNE 18, 1970, IN BOOK D4, PAGE 81.
2. RELEASE OF TEMPORARY CONSTRUCTION EASEMENT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON APRIL 10, 2014, WITH DOCUMENT NO. 2014028545.

Plat for
Montecito West **Unit 1**
Being Comprised of
Lots 15-21, Volcano Cliffs Subdivision Unit 6
Together with a Portion of Vacated Retablo Road NW
and Albericoque Place NW Rights-of-Way
City of Albuquerque
Bernalillo County, New Mexico
June 2014

Easement Notes

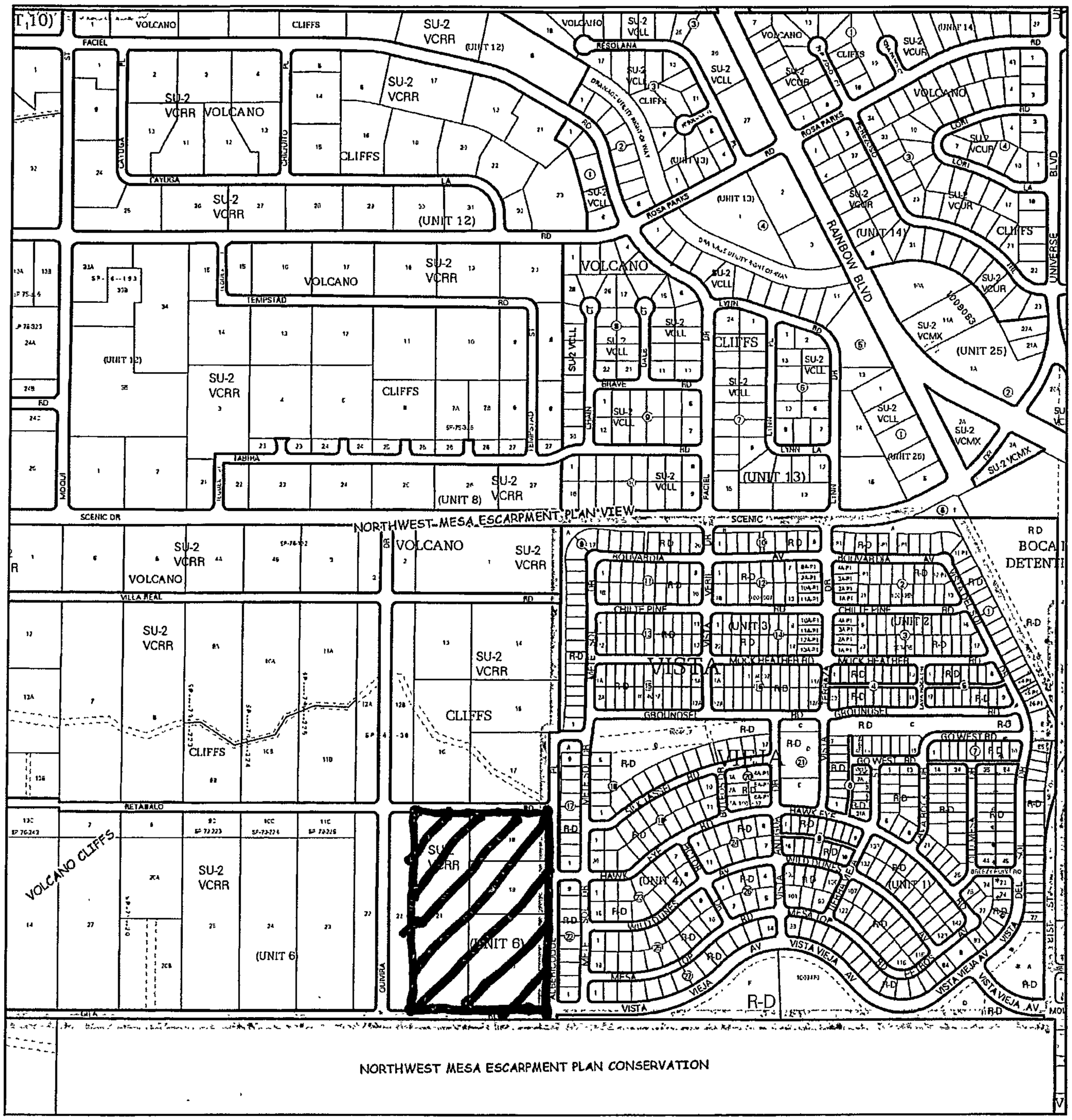
1. EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81) VACATED BY THIS PLAT
2. 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
3. EXISTING 20' TEMPORARY CONSTRUCTION EASEMENT (08/19/2008, DOCUMENT NO. 2008119241) SHOWN HEREON AS
4. EXISTING PERMANENT DRAINAGE EASEMENT (11/03/2008, DOCUMENT NO. 2008119241) SHOWN HEREON AS
5. EXISTING 30' DRAINAGE EASEMENT (06/18/70, D4-81)
6. PUBLIC DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT SHOWN HEREON AS
7. EXISTING 50' ROADWAY EASEMENT VACATED WITH THE FILING OF THIS PLAT
8. INTENTIONALLY OMITTED
9. 20' DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT
10. EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81)
11. PORTION OF EXISTING 30' DRAINAGE EASEMENT (06/18/70, D4-81) VACATED WITH THE FILING OF THIS PLAT
12. 47' PUBLIC ROADWAY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
13. EXISTING RIGHT-OF-WAY VACATED WITH THE FILING OF THIS PLAT

Solar Collection Note

PER SECTION 14-14-4-7 OF THE SUBDIVISION ORDINANCE:

NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA OF PROPOSED PLAT, THE FOREGOING REQUIREMENT SHALL BE A CONDITION TO APPROVAL OF THIS PLAT.

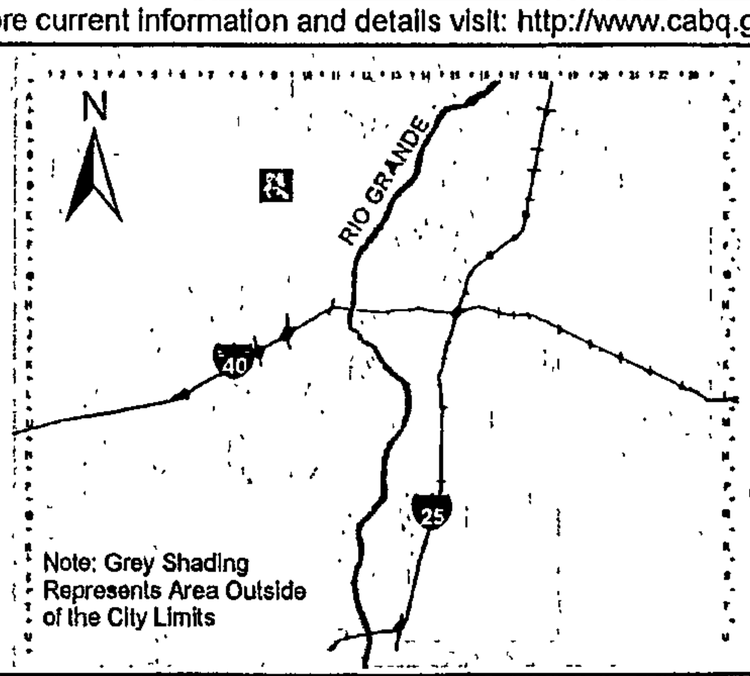
CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 896-3050 Fax (505)891-0244



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

Albuquerque Geographic Information System

Map amended through: 6/7/2013



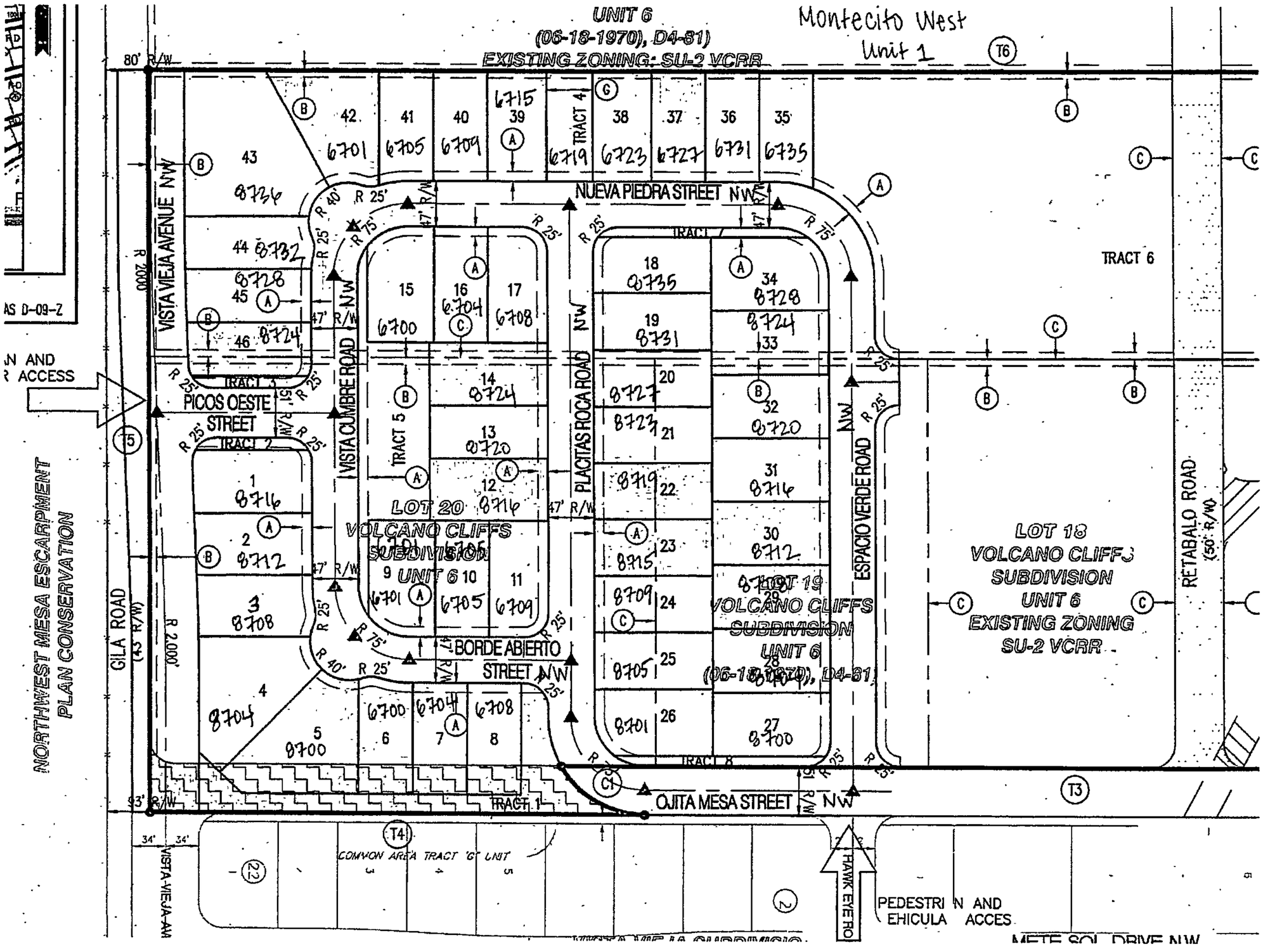
Zone Atlas Page:

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

0 750 1,500 Feet


UNIT 6
(06-18-1970), D4-81)
EXISTING ZONING: SU-2 VCRR
Montecito West
Unit 1
80' R/W
NUEVA PIEDRA STREET NW
VISTA VIEJA AVENUE NW
PICOS OESTE STREET
VISTA CUMBRE ROAD NW
PLACITAS ROCA ROAD NW
ESPACIO VERDE ROAD NW
RETABALO ROAD (50' R/W)
GILA ROAD (43' R/W)
BORDE ABIERTO STREET NW
OJITA MESA STREET NW
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
TRACT 7
TRACT 8
LOT 20
VOLCANO CLIFFS SUBDIVISION UNIT 6
LOT 19
VOLCANO CLIFFS SUBDIVISION UNIT 6
(06-18-1970), D4-81)
LOT 18
VOLCANO CLIFFS SUBDIVISION UNIT 6
EXISTING ZONING SU-2 VCRR
NORTHWEST MESA ESCARPMENT PLAN CONSERVATION
COMMON AREA TRACT 'G' UNIT
HAWK EYE RO
PEDESTRIAN AND VEHICULAR ACCESS
METE SOL DRIVE NW
VISTA VIEJA AVE

DRB 1009506

Figure 19

Nearest Major Streets: **Unser Blvd and Rainbow Blvd**
No. of Lots: **46**

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 763981

THIS AGREEMENT is made this 3rd day of July, 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 Development 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 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.

DocH 2014053817
07/08/2014 10:45 AM Page 1 of 10
AGRE R:$25.00 M. Toulouse Oliver, Bernalillo County

County Clerk's Recording Label

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 **May 30, 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 that 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 #CMS278049**
Amount: **$64,344.45**
Name of Financial Institution or Surety providing Guaranty:
RLI Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
_____
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 Development of New Mexico, Inc., a Michigan corporation
By [signature]: Garret Price
Name [print]: Garret Price
Title: VP Land
Dated: 5/15/14

CITY OF ALBUQUERQUE:
By: [signature]
for Shahab Biazar
Dated: 7/3/14

rl 07/02/2014 5-28-14

COA# 763981

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 15 day of May, 2014 by (name of person :) Garret Price, (title or capacity, for instance, "President" or "Owner":) VP Land of (Subdivider:) Pulte Development of New Mexico, Inc., a Michigan corporation.

(SEAL)

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 3RD day of July, 2014 by Jane Rael For Shahab Biazar, Acting City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public

My Commission Expires: 10-17-16

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

[To be used with Sidewalk Deferral]

POWER OF ATTORNEY

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

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

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner"), of [address:] **7601 Jefferson NE Ste 180,** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, Inc., a Michigan corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Sidewalk Deferral Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

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

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

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

By [Signature:]: _____ Dated: 5/15/14

Name [Print]: Garret Price Title: VP Land

The foregoing Power of Attorney was acknowledged before me this 15 day of May, 2014 by [name of person:] Garret Price, [title or capacity, for instance "President":] VP of Land of [Owner:] Pulte Homes of New Mexico, Inc., a Michigan corporation on behalf of the Owner.

(SEAL)

_____
Notary Public

My Commission Expires: October 18, 2015

Exhibit A

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

January 15, 2014

Project# 1009506
13DRB-70752 - SITE DEVELOPMENT PLAN FOR SUBDIVISION
13DRB-70753 MAJOR - PRELIMINARY PLAT
13DRB-70754 & 13DRB-70756 VACATION OF PUBLIC EASEMENTS
13DRB-70757 VACATION OF PUBLIC RIGHT-OF-WAY
13DRB-70755 - TEMP DEFR SWDK CONST

BOHANNAN HUSTON INC agents for PULTE HOMES OF NEW MEXICO request the referenced/ above actions for Lots 15-21, **VOLCANO CLIFFS UNIT 6 (tbka MONTECITO WEST UNIT 1)** zoned SU-2 VOLCANO CLIFFS RURAL RESIDENTIAL (VCRR), located on the west side of ALBERICOQUE PL NW between VISTA VIEJA NW and SCENIC RD NW containing approximately 29.54 acre(s). (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 I S 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.

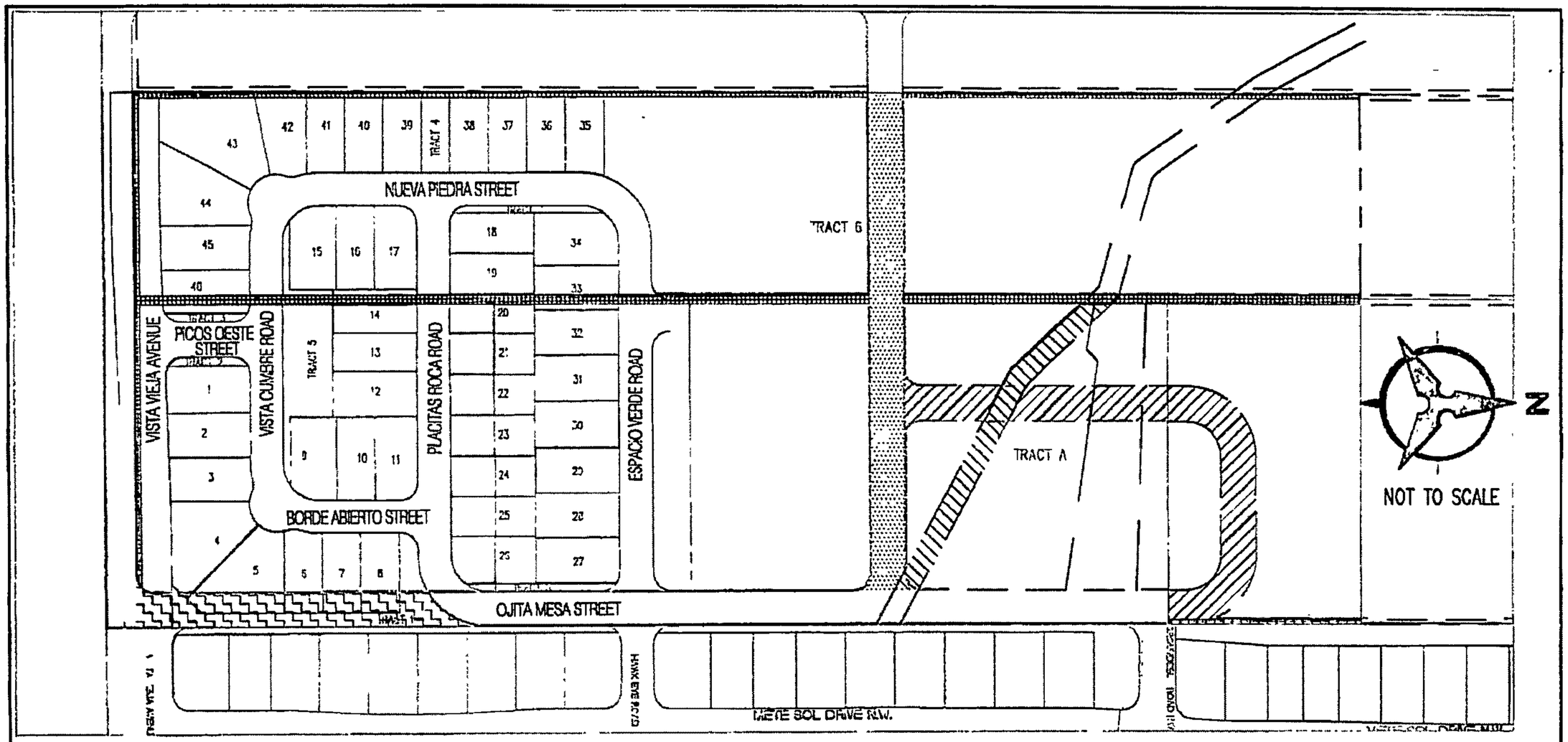
If you wish to appeal this decision, you must do so by January 30, 2014 in the manner described below.

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



PORTION OF RETABALO ROAD TO BE VACATED WITH THIS PLAT. ROAD CUTS THROUGH TRACT 6 WHICH CITY OPEN SPACE WANTS LEFT NATURAL. IN ADDITION, THE ROAD DOES NOT ALIGN WITH THE VISTA VIEJA SUBDIVISION TO THE EAST. ESPACIO VERDE ROAD PROVIDES CONNECTION TO THE VISTA VIEJA SUBDIVISION.

PORTION OF ALBERICOQUE PLACE TO BE VACATED WITH THIS PLAT. DUE TO THE VISTA VIEJA SUBDIVISION TO THE EAST, ALBERICOQUE PLACE IS A SINGLE LOADED STREET. THE STREET HAS BEEN REALIGNED THROUGH MONTECITO WEST TO REDUCE THE LENGTH OF SINGLE LOADING.

EXISTING ROADWAY EASEMENT TO BE VACATED WITH THIS PLAT. EASEMENT DOES NOT MATCH PROPOSED ROAD CONFIGURATION FOR MONTECITO WEST UNIT 2. IN ADDITION, THE EASEMENT CROSSES THAT PORTION OF THE MIDDLE BRANCH OF THE BOCA NEGRA ARROYO THAT WAS CHANNELIZED WITH THE VISTA VIEJA SUBDIVISION AND NO PROVISION WAS MADE FOR CROSSING THE ARROYO WITH A ROAD AT THE EASEMENT LOCATION.

PORTION OF EXISTING DRAINAGE EASEMENT TO BE VACATED WITH THIS PLAT. MIDDLE BRANCH OF THE BOCA NEGRA ARROYO HAS BEEN REALIGNED AND NEW EASEMENT GRANTED. THIS EASEMENT DOES NOT OVERLAY THE ARROYO AND IS NO LONGER NEEDED.

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

EXHIBIT "C"
Montecito West UNIT 1
VACATION EXHIBIT
11/08/2013

Bohannan ▲ Huston

Thu, 7-Nov-2013 - 2:10:pm, Plotted by: SSTEFFEN
P:\20140164\CDP\Plans\General\Unit 1\PREPLAT\20140164_VACATION_U1.dwg

FIGURE 16

CIRCLE ONE:
SUBDIVISON BOND FOR:
SIA, SW'S, SPECIAL AGREEMENT.

BOND NO. (SURETYS NO.)_CMS278049
CONTACT PERSON'S NAME: Garret Price or Peter Steen

SUBDIVISION IMPROVEMENTS AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Pulte Homes of New Mexico, Inc, A Michigan Corp. as "Principal", and RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and authorized to do business in the State of New Mexico, as "Surety," whose address is 8950 S. 52nd Street, Suite 209, Tempe, AZ 85284 and whose telephone number is 480-940-8420 Ext. 1544, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Sixty Four thousand three hundred forty four and 45/100 Dollars and One Cent, ($64,344.45), as amended by change orders approved by the Surety or changes to the infrastructure list approve by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally , and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Montecito West, Unit 1, Phase/Unit #1, Project ID # 763981; and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: Sidewalks ("IMPROVEMENTS").

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between we Pulte Homes of New Mexico, Inc, A Michigan Corp. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. _____[leave blank], pages ____ through ___, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, then this obligation shall be null and void; if the Principal does not faithfully complete construction, the City may call on this obligation until released by the City. The Principal and Surety shall guarantee any

and all work performed under this bond against defective materials and workmanship, for a period of one (1) year following its completion and its acceptance by the City of Albuquerque.

IN WITNESS WHEREOF, this bond has been executed this 2nd day of May, 2014.

SUBDIVIDER: PULTE HOMES OF NEW MEXICO INC., A MICHIGAN CORPORATION

By [signature]: _____
Name: Bryce Langen
Title: Assistant Treasurer
Dated: May 2, 2014

SURETY: RLI Insurance Company

By [signature]: _____
Name: Virginia Erickson
Title: Attorney-In-Fact
Dated: May 2, 2014

FOR PRINCIPAL:

STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

Subscribed and sworn to before me this 2nd day of May, 2014.

_____
Notary Public

My Commission Expires:
May 5, 2015

Notary Public, DeKalb County, Georgia
My Commission Expires May 5, 2015

NOTE: Power of Attorney for Surety must be attached.

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Virginia Erickson, Jessica Hollaender, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 26th day of March, 2013.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die, Vice President

State of Illinois
County of Peoria } SS

On this 26th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jacqueline M. Bockler, Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 03/19/14

0248192020212

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of May, 2014.

RLI Insurance Company

By: _____
Roy C. Die, Vice President

A0058707

FINANCIAL GUARANTY AMOUNT

05/01/2014

Type of Estimate: Sidewalk Deferral

Project Description:

Project ID #: 763981, Montecito West Unit 1, Phase/Unit #: 1

Requested By: **Scott Steffen**

Approved estimate amount:		$48,108.00
NMGRT	7.00%	$3,367.56
Subtotal:		$51,475.56
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		**$64,344.45**

APPROVAL: DATE:

S Woodall 5/1/14

Notes: SDWK Deferral

BOND RIDER

To: **City of Albuquerque**

To be attached to and form part of Subdivision Improvements and Warranty Bond No. **CMS278049**
issued by **RLI Insurance Company** on behalf of:

Pulte Homes of New Mexico, Inc. a Michigan Corp.
It is agreed and understood that the **following paragraph is amended** as follows:

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:]
May 30 ,20 18 ("the Construction Completion Deadline "), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

Signed, sealed and dated: **13th Day of May, 2014**

All other terms and conditions remain in full force and effect.

RLI Insurance Company

By: Virginia Erickson
Virginia Erickson, Attorney in Fact

Broker of Record:

Wells Fargo Insurance Services USA, Inc.
100 West Washington Street, 4th Floor
Phoenix, AZ 85003-1808
602-528-3061

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Virginia Erickson, Jessica Hollaender, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 26th day of March, 2013.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 03/19/14
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 13th day of May 2014.

RLI Insurance Company

By: _____
Roy C. Die — Vice President

0248192020212

A0058707

Doc# 2014053816
07/08/2014 10 45 AM Page 1 of 4
AMND R $25 00 M Toulouse Oliver, Bernalillo County

AMENDMENT TO AGREEMENT TO CONSTRUCT SUBDIVISION IMPROVEMENTS

City Project # 763981
City Engineer's Signature Date July 3, 2014

WHEREAS, the City and the Subdivider entered into an Agreement to Construct Public and/or Private Subdivision Improvements ("Original Agreement") on **May 13, 2014**, which was recorded on **May 20, 2014**, as Document No. **2014040080**, in the records of the Bernalillo County Clerk, State of New Mexico, wherein the Subdivider agreed to satisfactorily construct certain infrastructure improvements.

WHEREAS, the Subdivider has requested to financially guarantee the construction of the public and/or private infrastructure; and

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

THEREFORE, the Subdivider and the City agree to amend the Original Agreement as follows:

1. Amending Section 6, Financial Guaranty, second paragraph, to read as follows:

   To meet the Subdivision Ordinance requirements, the subdivider has acquired or is able to acquire the following "Financial Guaranty":

   Type of Financial Guaranty: Surety Bond #CMS278050
   Amount: $1,569,245.17
   Name of Financial Institution or Surety providing Guaranty:
   RLI Insurance Company
   Date City first able to call Guaranty (Construction Completion Deadline):
   January 15, 2015
   If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
   Additional information: _____

2. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

County Clerk's recording bar

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

By (Signature): _____
Print Name: Garret Price
Title: VP Land
Dated: 5/22/14

CITY OF ALBUQUERQUE:

_____
for Shahab Biazar, PE,
Acting City Engineer
Dated: 7/3/14

06/25/2014 5-28-14

SUBDIVIDER'S NOTARY

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on May 22, 2014, by Garret Price (name of person signing agreement), VP Land (title of person signing agreement), of Pulte Development of New Mexico, Inc., a Michigan corporation (Subdivider).

(SEAL)

Notary Public: _____
My Commission Expires: Oct 18, 2015

CITY'S NOTARY

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 3RD of July, 2014, by Jane Reif for Shahab Biazar, **Acting City Engineer** of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public: _____
My Commission Expires: 10-17-16

LINDA C. EVANS NOTARY PUBLIC STATE OF NEW MEXICO

[To be used with SIA Procedure B, B-Modified, or Sidewalk Deferral

POWER OF ATTORNEY

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

STATE OF New Mexico_____)
) ss.
COUNTY OF Bernalillo_____)

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner"), of [address:] **7601 Jefferson NE Ste 180** [City:] **Albuquerque**, [State:]**NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, Inc., a Michigan corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

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

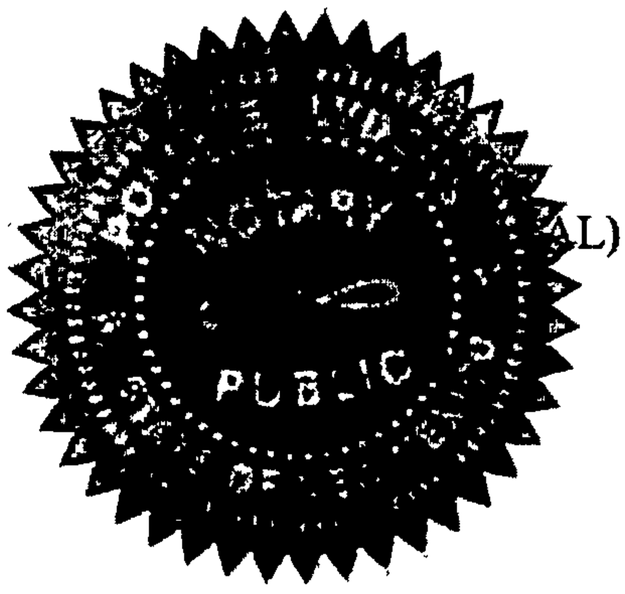
NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not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

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

By [Signature:]: Garret Price Dated: 5/13/14

Name [Print]: Garret Price Title: VP Land

The foregoing Power of Attorney was acknowledged before me on May 13, 20 14 by [name of person:] Garret Price, [title or capacity, for instance "President":] VP of Land of [Owner:] Pulte Homes of New Mexico, Inc., a Michigan corporation on behalf of the Owner.



Pony Elydens
Notary Public

My Commission Expires: 10/18/15

FIGURE 16

CIRCLE ONE:
SUBDIVISON BOND FOR:
SIA SW'S, SPECIAL AGREEMENT.

BOND NO. (SURETYS NO.) CMS278050
CONTACT PERSON'S NAME: Garret Price or Peter Steen

SUBDIVISION IMPROVEMENTS AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Pulte Homes of New Mexico, Inc, A Michigan Corp. as "Principal", and RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and authorized to do business in the State of New Mexico, as "Surety," whose address is 8950 S. 52nd Street, Suite 209, Tempe, AZ 85284 and whose telephone number is 480-940-8420, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of one million five hundred sixty nine thousand two hundred forty five and 17/100 Dollars, ($1,569,245.17), as amended by change orders approved by the Surety or changes to the infrastructure list approve by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally , and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Montecito West Unit 1, Phase/Unit #1, Project ID #763981; and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: "Subdivision Improvements".

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between we Pulte Homes of New Mexico, Inc, A Michigan Corp. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. _____[leave blank], pages _____ through ___, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, then this obligation shall be null and void; if the Principal does not faithfully complete construction, the City may call on this obligation until released by the City. The Principal and Surety shall guarantee any

and all work performed under this bond against defective materials and workmanship, for a period of one (1) year following its completion and its acceptance by the City of Albuquerque.

IN WITNESS WHEREOF, this bond has been executed this 2nd day of May, 2014.

SUBDIVIDER: PULTE HOMES OF NEW MEXICO INC., A MICHIGAN CORPORATION

By [signature]: _____
Name: Bryce Langen
Title: Assistant Treasurer
Dated: May 2, 2014

SURETY: RLI Insurance Company

By [signature]: Virginia Erickson
Name: Virginia Erickson
Title: Attorney-In-Fact
Dated: May 2, 2014

FOR THE PRINCIPAL:

STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

Subscribed and sworn to before me this 2nd day of May, 2014.

Nicholas Sweet
Notary Public

My Commission Expires:
May 5, 2015

Notary Public, DeKalb County, Georgia
My Commission Expires May 5, 2015

NOTE: Power of Attorney for Surety must be attached.

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Virginia Erickson, Jessica Hollaender, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 26th day of March, 2013.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 03/18/14
NOTARY PUBLIC STATE OF ILLINOIS

0248192020212

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 2nd day of May, 2014.

RLI Insurance Company

By: _____
Roy C. Die — Vice President

A0058707

BOND RIDER

To: **City of Albuquerque**

To be attached to and form part of Subdivision Improvements and Warranty Bond No. **CMS278050**
issued by **RLI Insurance Company** on behalf of:

Pulte Homes of New Mexico, Inc. a Michigan Corp.
It is agreed and understood that the **following paragraph is amended** as follows:

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:]
January 15 ,2015 ("the Construction Completion Deadline "), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

Signed, sealed and dated: **13th Day of May, 2014**

All other terms and conditions remain in full force and effect.

RLI Insurance Company

By: Virginia Erickson
Virginia Erickson, Attorney in Fact

Broker of Record:

Wells Fargo Insurance Services USA, Inc.
100 West Washington Street, 4th Floor
Phoenix, AZ 85003-1808
602-528-3061

RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Virginia Erickson, Jessica Hollaender, jointly or severally

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

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RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois
County of Peoria } SS

On this 26th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jacqueline M. Bockler — Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 03/19/14
NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 13th day of May, 2014.

RLI Insurance Company

By: _____
Roy C. Die — Vice President

0248192020212

A0058707

FINANCIAL GUARANTY AMOUNT

05/01/2014

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

Project Description:

Project ID #: 763981, Montecito West Unit 1, Phase/Unit #: 1

Requested By: **Scott Steffen**

Approved estimate amount:		$1,080,356.76
Contingency Amount:	0.00%	$.00
Subtotal:		$1,080,356.76
NMGRT	7.00%	$75,624.97
Subtotal:		$1,155,981.73
Engineering Fee	6.60%	$76,294.79
Testing Fee	2.00%	$23,119.63
Subotal:		$1,255,396.14
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		$.00
TOTAL FINANCIAL GUARANTY REQUIRED		**$1,569,245.17**

APPROVAL: DATE:

S Woodall 5/1/14

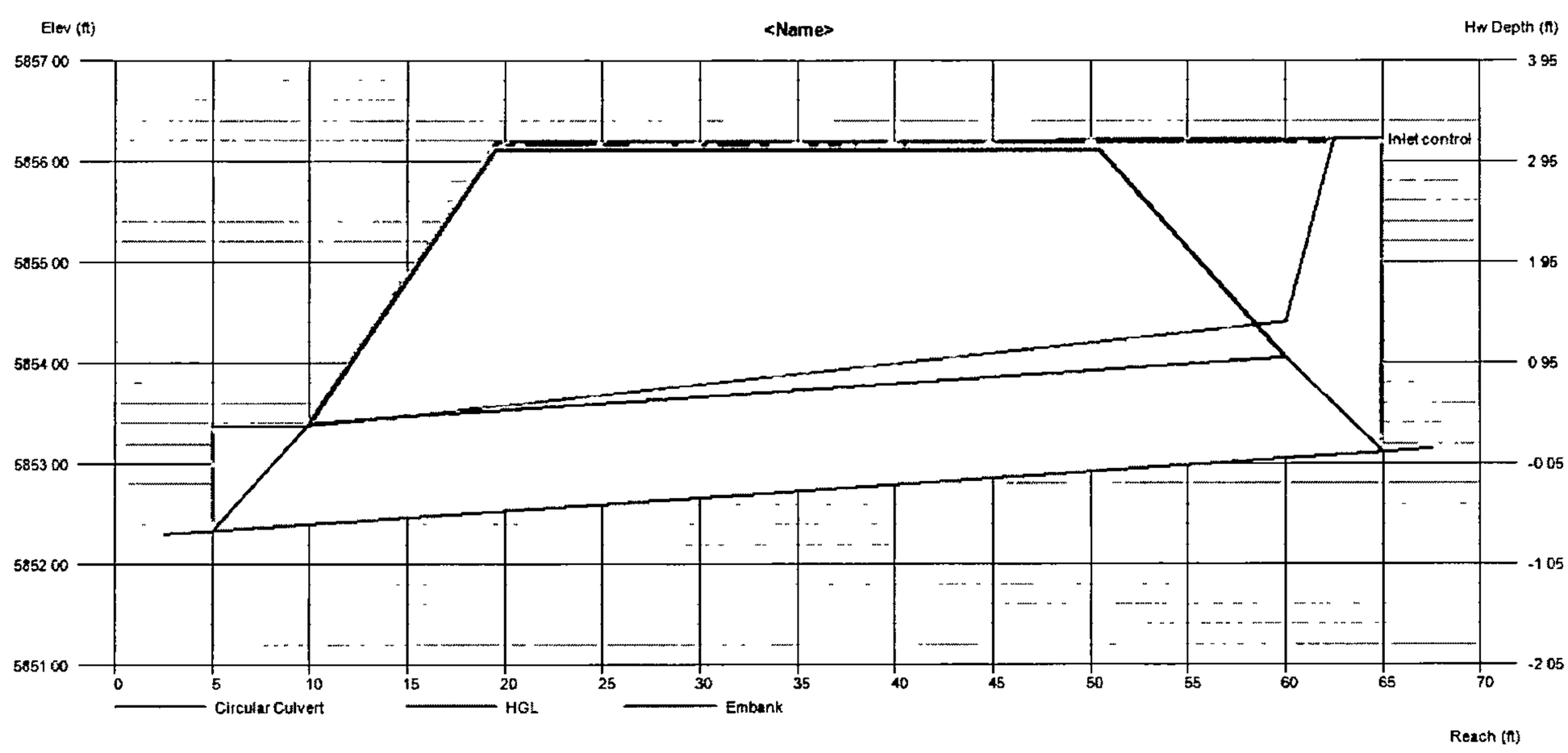
Notes: 0.0 % Contigency, Requires Cert of G&D prior to release of FG.

Culvert Report

Hydraflow Express Extension for AutoCAD® Civil 3D® 2013 by Autodesk, Inc. Tuesday, Dec 9 2014

Circular Culvert

Invert Elev Dn (ft)	= 5852.40	**Calculations**	
Pipe Length (ft)	= 50.00	Qmin (cfs)	= 11.85
Slope (%)	= 1.30	Qmax (cfs)	= 11.85
Invert Elev Up (ft)	= 5853.05	Tailwater Elev (ft)	= (dc+D)/2
Rise (in)	= 12.0		
Shape	= Circular	**Highlighted**	
Span (in)	= 12.0	Qtotal (cfs)	= 11.85
No. Barrels	= 2	Qpipe (cfs)	= 11.34
n-Value	= 0.012	Qovertop (cfs)	= 0.51
Culvert Type	= Circular Corrugate Metal Pipe	Veloc Dn (ft/s)	= 7.28
Culvert Entrance	= Mitered to slope (C)	Veloc Up (ft/s)	= 7.22
Coeff. K,M,c,Y,k	= 0.021, 1.33, 0.0463, 0.75, 0.7	HGL Dn (ft)	= 5853.37
		HGL Up (ft)	= 5854.40
Embankment		Hw Elev (ft)	= 5856.22
Top Elevation (ft)	= 5856.10	Hw/D (ft)	= 3.17
Top Width (ft)	= 31.00	Flow Regime	= Inlet Control
Crest Width (ft)	= 4.00		



PROJECT #

10009506

DECEMBER 17. 2014

(P&F)