

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



Supplemental form

SUBDIVISION

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

SITE DEVELOPMENT PLAN

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

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- 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): Bohannon Huston, Inc (Scott Steffen) PHONE: (505) 823-1000
 ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

APPLICANT: Pulte Homes of New Mexico (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. 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? 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 Steffen DATE 12/9/14
 (Print) SCOTT STEFFEN Applicant: Agent:

FOR OFFICIAL USE ONLY

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

Form revised 4/07

Project # _____

Planner signature / date _____

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

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

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

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

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

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

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

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


 Applicant name (print)

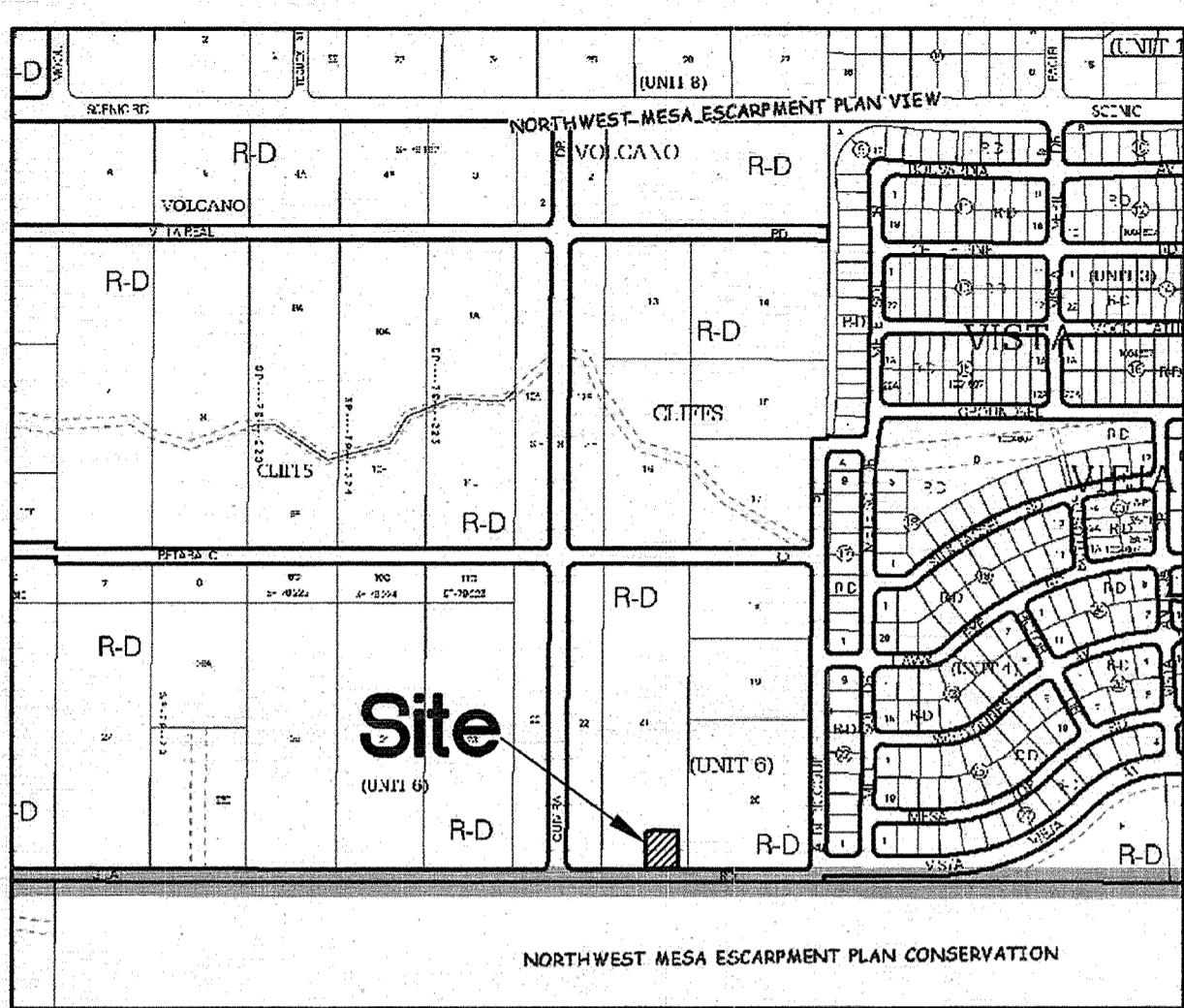
 Applicant signature / date



Form revised **October 2007**

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

Project # _____
Planner signature / date _____



Vicinity Map Zone Atlas D-9-Z

Purpose of Plat

1. ELIMINATE LOT LINE AS SHOWN HEREON.
2. CREATE LOT LINE AS SHOWN HEREON.

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 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"
6. RECORD INFORMATION FOR THE LOTS OF RECORD MATCH FIELD MEASUREMENTS.

Free Consent

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNER(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

Garret Price
 GARRET PRICE, VICE PRESIDENT OF LAND
 PULTE HOMES OF NEW MEXICO, INC.

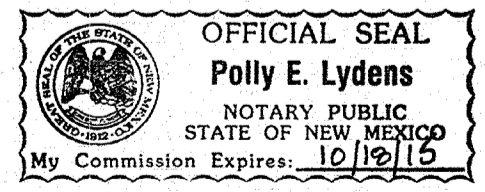
12/9/14
 DATE

Acknowledgment

STATE OF NEW MEXICO }
 COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 8, 2014

BY: *Polly E. Lydens*
 NOTARY PUBLIC MY COMMISSION EXPIRES Oct. 18, 2015



Indexing Information

Section 21, Township 11 North, Range 2 East, NMPM
 Subdivision: Montecito West, Unit 1
 UPC (Lot 44):
 UPC (Lot 45):

Treasurer's Certificate

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

Subdivision Data

GROSS ACREAGE 0.3234 Acres
 ZONE ATLAS PAGE NO. D-9-Z
 NUMBER OF EXISTING LOTS 2
 NUMBER OF LOTS CREATED 2
 NUMBER OF TRACTS CREATED 0
 MILES OF FULL WIDTH STREETS 0.0 MILES
 MILES OF HALF WIDTH STREETS 0.0 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE 0.0 ACRES
 DATE OF SURVEY JANUARY 2013

Legal Description

LOTS NUMBERED FORTY-FOUR (44) AND FORTY-FIVE (45), MONTECITO WEST, UNIT 1, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JULY 25, 2014, IN BOOK 2014C, PAGE 75, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, ALSO BEING THE SOUTHEAST CORNER OF LOT 45, LYING ON THE NORTHERLY RIGHT-OF-WAY OF VISTA VIEJA AVENUE NW, WHENCE A TIE TO ACS MONUMENT "S_21_22_28_27_11N_2E" BEARS S 88°26'09" E, A DISTANCE OF 3154.02 FEET;

THENCE, FROM SAID POINT OF BEGINNING, COINCIDING SAID RIGHT OF WAY THE FOLLOWING THREE COURSES;

S 88°05'13" W, A DISTANCE OF 21.45 FEET TO AN ANGLE POINT;
 68.63 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1966.00 FEET, A DELTA OF 02°00'00", AND A CHORD BEARING S 89°05'13" W, A DISTANCE OF 68.62 FEET TO A POINT OF TANGENCY;

N 89°54'47" W, A DISTANCE OF 19.95 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 44;

THENCE, LEAVING SAID RIGHT-OF-WAY, N 00°05'13" E, A DISTANCE OF 126.34 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 44, LYING ON THE SOUTHERLY RIGHT-OF-WAY OF VISTA CUMBRE ROAD NW, AND BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING SAID RIGHT-OF-WAY THE FOLLOWING FOUR COURSES;

22.58 FEET ALONG A CURVE TO THE LEFT, BEING NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 40.00 FEET, A DELTA OF 32°20'24", AND A CHORD BEARING N 81°44'07" E, A DISTANCE OF 22.28 FEET TO A POINT OF REVERSE CURVATURE;

16.74 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A DELTA OF 38°21'32", AND A CHORD BEARING N 84°44'41" E, A DISTANCE OF 16.43 TO A POINT OF REVERSE CURVATURE;

23.79 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 98.50 FEET, A DELTA OF 13°50'14", AND A CHORD BEARING S 82°59'40" E, A DISTANCE OF 23.73 FEET TO A POINT OF TANGENCY;

S 89°54'47" E, A DISTANCE OF 48.04 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 45;

THENCE, LEAVING SAID RIGHT-OF-WAY, S 00°05'13" W, A DISTANCE OF 126.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.3234 ACRES (14,088 SQ. FT.) MORE OR LESS.

Plat for
Lots 44-A & 45-A, Montecito West, Unit 1
 Being Comprised of
Lots 44 & 45, Montecito West, Unit 1
 City of Albuquerque
 Bernalillo County, New Mexico
 December 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
Qwest Corporation d/b/a CenturyLink QC	Date
Comcast	Date
City approvals: <i>Grant R. Anderson P.S.</i>	12/9/14 Date
Traffic Engineer	Date
ABCWUA	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineer	Date
DRB Chairperson, Planning Department	Date
City of Albuquerque Open Space	Date

Surveyor's Certificate

"I, WILL PLOTNER JR., 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."

Will Plotner Jr. 12/5/14
 WILL PLOTNER JR. DATE
 N.M.R.P.S. No. 14271

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

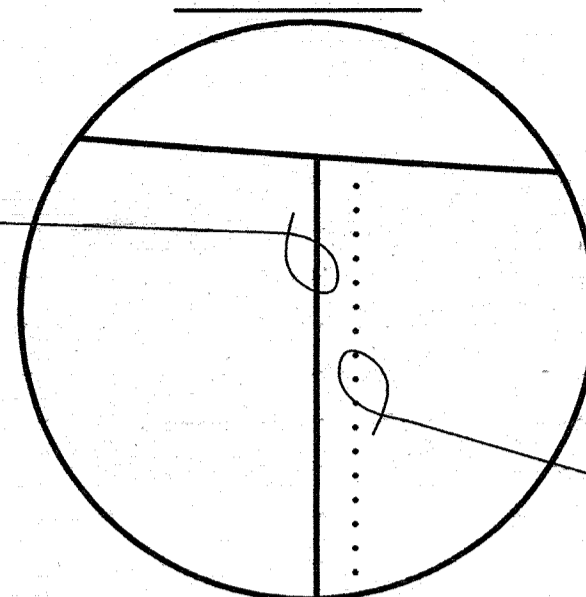


Easements Notes

1 10' PUBLIC UTILITY EASEMENT (7/25/2014, 2014C-75)

**Plat for
Lots 44-A & 45-A, Montecito West, Unit 1
Being Comprised of
Lots 44 & 45, Montecito West, Unit 1
City of Albuquerque
Bernalillo County, New Mexico
December 2014**

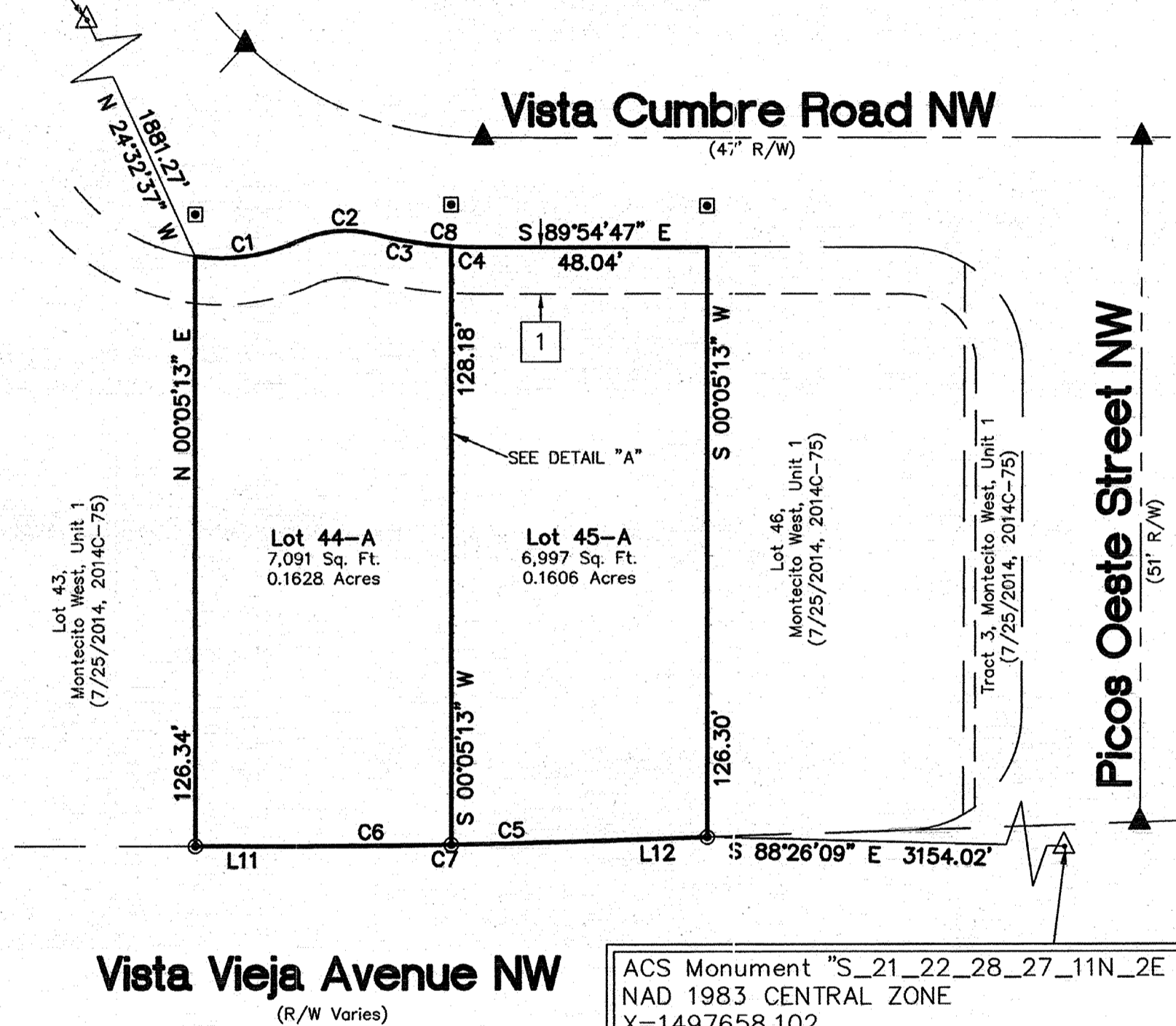
Detail "A"



Legend

- N 90°00'00" E MEASURED BEARING AND DISTANCES
- FOUND CHISELED "X" IN GUTTER PAN USED AS REFERENCE POINTS
- ⊙ FOUND PK NAIL IN FACE OF NORTH WALL
- ▲ FOUND CENTERLINE MONUMENT "LS 14271"

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



ACS Monument "S_21_22_28_27_11N_2E"
NAD 1983 CENTRAL ZONE
X=1497658.102
Y=1513840.436
Z=5330.151 (NAVD 1988)
G-G=0.999671770
Mapping Angle=-0°16'30.19"

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.

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. PLAT FOR MONTECITO WEST, UNIT 1, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JULY 25, 2014, IN BOOK 2014C, PAGE 75.

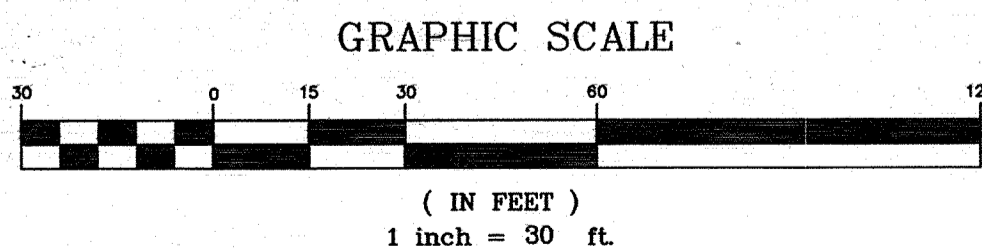
Solar Collection Note

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.

LINE TABLE		
LINE	LENGTH	BEARING
L11	19.95'	N 89°54'47" W
L12	21.45'	S 88°05'13" W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	22.58'	40.00'	32°20'24"	22.28'	N 81°44'07" E
C2	16.74'	25.00'	38°21'32"	16.43'	N 84°44'41" E
C3	16.83'	98.50'	9°47'16"	16.81'	S 80°58'11" E
C4	6.96'	98.50'	4°02'58"	6.96'	S 87°53'18" E
C5	33.57'	1966.00'	0°58'42"	33.57'	N 88°34'34" E
C6	35.05'	1966.00'	1°01'18"	35.05'	N 89°34'34" E
C7	68.63'	1966.00'	02°00'00"	68.62'	S 89°05'13" W
C8	23.79'	98.50'	13°50'14"	23.73'	S 82°59'40" E





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:

- Preiminary 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:

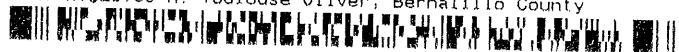
Contact Information

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

Doc# 2014053814



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;

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 Acknowledgement 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

Garret Price
Signature

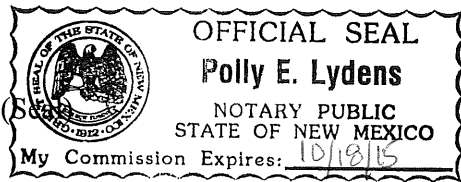
Garret Price - Vice President - Land
Name (typed or printed) and title

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.



Polly E Lydens
Notary Public

My commission expires: 10/18/15

ALBUQUERQUE PUBLIC SCHOOLS

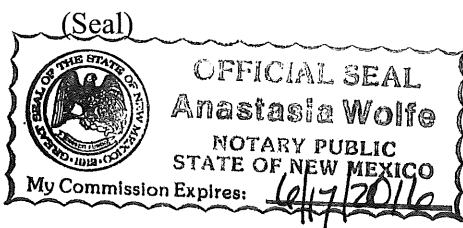
By: *April L. Winters*
Signature

April L. Winters, Facility Fee Planner
Name (typed or printed) and title

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

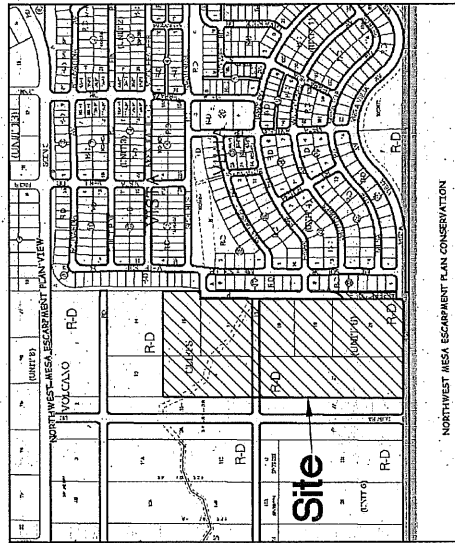
This instrument was acknowledged before me on 7/7/2014, by April L. Winters
as Facility Fee Planner of the Albuquerque Municipal School
District No. 12, Bernalillo and Sandoval Counties, a school district organized and existing under
the laws of the State of New Mexico.



Anastasia Wolfe
Notary Public

My commission expires: 6/17/2016

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

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- GRANT ADDITIONAL RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE.
- VACATE EASEMENTS AS SHOWN HEREON.
- VACATE RIGHT-OF-WAY AS SHOWN HEREON.

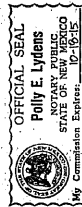
Free Consent & Dedication

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 DO HEREBY GRANT TO AND BY THE FOREGOING OWNER(S) AND/OR PROPRIETOR(S) HEREBY CONSENT TO THAT 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, VICE PRESIDENT OF LAND, PULTE HOMES OF NEW MEXICO, INC.

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.

NOTARY PUBLIC Polly E. Lykens

MY COMMISSION EXPIRES 03/03/15

Indexing Information

Section 21, Township 11 North, Range 2 East, NMPM
 Subdivision: Volcano Cliffs Subdivision, Unit 6
 Owner: Marvin M. Mueller, UPC#1009056232324230127

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

- FIELD SURVEY PERFORMED IN JANUARY 2013.
- ALL DISTANCES ARE GROUND DISTANCES: U.S. SURVEY FOOT.
- THE LINES AND EASEMENTS BEING ELIMINATED BY PLAT ARE SHOWN AS THIS.
- LOT LINES AND EASEMENTS BEING ELIMINATED BY PLAT ARE SHOWN AS THIS.
- CENTERLINE PCS, PTS, ANGLE POINTS AND STREET INTERSECTIONS AND SHOWN AS THIS. ALL CENTERLINE MONUMENTS WILL BE SET USING THE STANDARD 4" ALUMINUM MONUMENT STAMPED CITY OF ALBUQUERQUE. CENTERLINE MONUMENT - DO NOT DISTURB, PS 14271 AND SHOWN AS THIS.
- 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, IN AND ALBERICOQUE PLACE NW, BEING THE WESTERLY CORNER OF THE TRACT OF LAND BEING THE SUBJECT OF THE COUNTY CLEARANCE PERMITS IN 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 7827'55" W, A DISTANCE OF 651.97 FEET;

THENCE, S 0017'06" W, A DISTANCE OF 274.13 FEET TO AN ANGLE POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF ALBERICOQUE PLACE NW;

THENCE, N 89'55'11" E, 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, CONCORDING SAID WESTERLY RIGHT-OF-WAY LINE, S 0017'06" 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 0017'06" 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 1743.68 FEET TO THE POINT OF BEGINNING, CONTAINING 23.5439 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 7-2-14

Quest Corporation d/b/a CenturyLink QC _____ Date 9/20/14

City approvals: _____ Date _____

City Surveyor Dial P. Arista _____ Date 7-2-14

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 FULLY 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."

Brian J. Martinez _____ DATE 6/18/14
 BRIAN J. MARTINEZ
 N.M.R.P.S. No. 18374



CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 991-0244

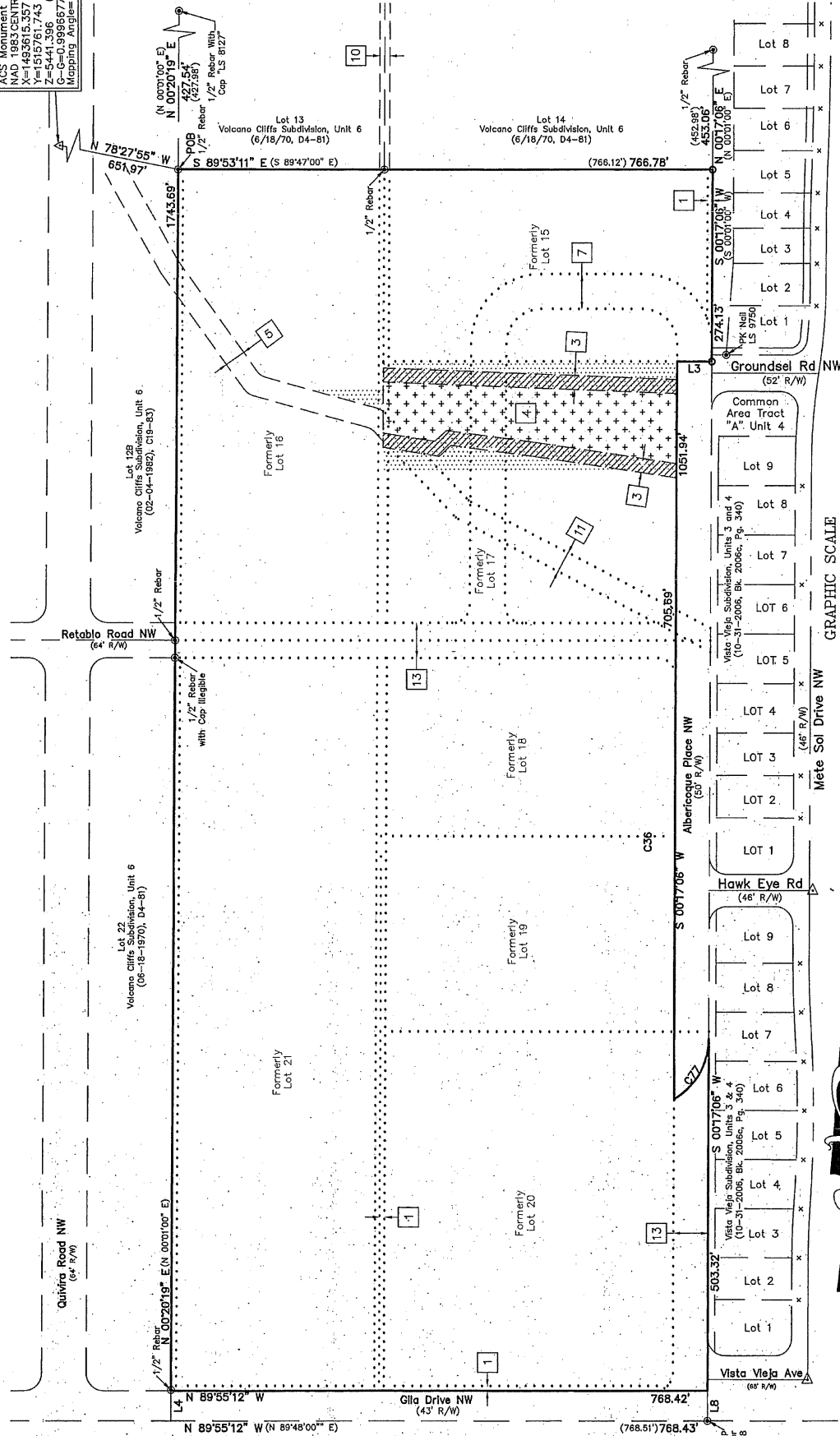
Legend

- N 90°00'00" E MEASURED BEARING AND DISTANCES (N 90°00'00" E)
- CHISELED "X", UNLESS INDICATED OTHERWISE "X", UNLESS INDICATED OTHERWISE
- SET BATTERY MARKER WITH CAP "LS 14271"
- CENTERLINE MONUMENT
- ▲ LOT LINES AND EASEMENT LINES ELIMINATED BY THIS PLAT
- × FOUND CHISELED "X", USED AS A REFERENCE POINT

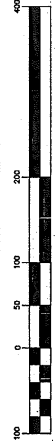
Note: Existing conditions, before platting, shown on this sheet.

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

NCS MAPSHEET "A", D9
 NAD 1983 CENTRAL ZONE
 X=14938615.357
 Y=1515761.743 (NAVD 1988)
 Z=5441.396
 G-G=0.999667790
 Mapping Angle= -016 58.43



GRAPHIC SCALE



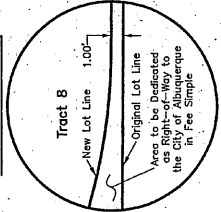
CARTESIAN SURVEYS INC.

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

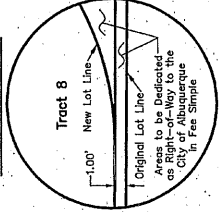
Plat for Montecito West Unit 1 Being Comprised of Lots 15-21, Volcano Cliffs Subdivision Unit 6 Together with a Portion of Vacated Retablo Road NW and Albericoque Place NW Rights-of-Way City of Albuquerque Bernalillo County, New Mexico June 2014

ACS Monument 2-D9
NAD 83 CENTRAL ZONE
E=493575.53
Y=1515761.743
Z=5441.336 (NAVD 1988)
G-G=0.999667790
Mapping Angle=-0°16'58.43

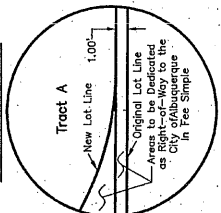
Detail "A"



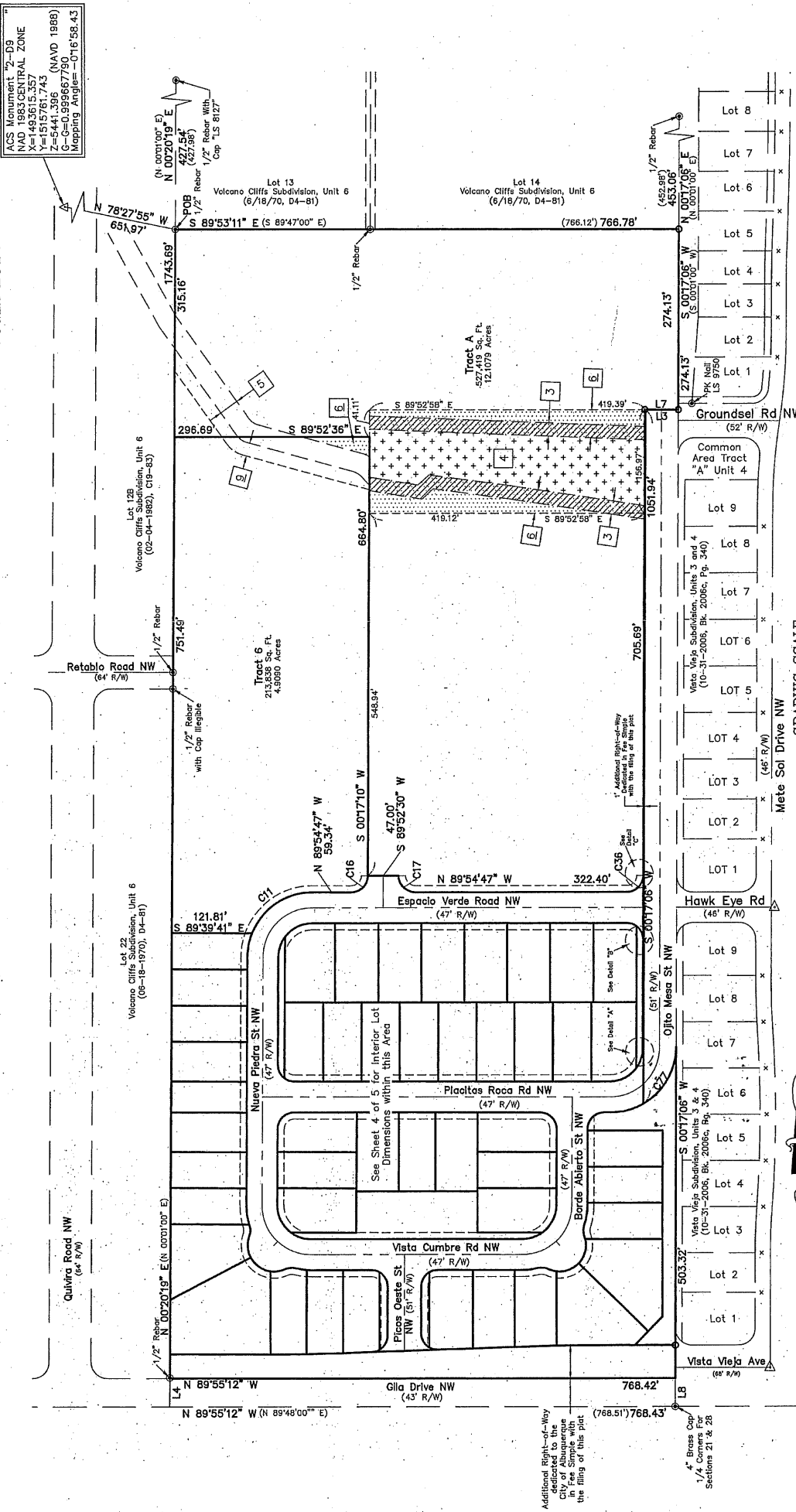
Detail "B"



Detail "C"



Legend	
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(in parenthesis)	RECORD INFO VOLCANO CLIFFS SUBDIVISION (04-81, 06/18/1970)
⊙	MONUMENT FOUND AND USED AS INDICATED
○	SET BATTERY MARKER WITH CAP "LS 14271"
▲	CENTERLINE MONUMENT
x	FOUND CHISELED X, USED AS A REFERENCE POINT



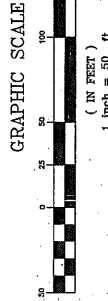
CARTESIAN SURVEYS INC.
P.O. BOX 44414 RIO RANCHO, N.M. 87174
Phone (505) 886-3050 Fax (505) 891-0244

Plat for
Montecito West Unit 1
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 City of Albuquerque
 Bernalillo County, New Mexico
 June 2014



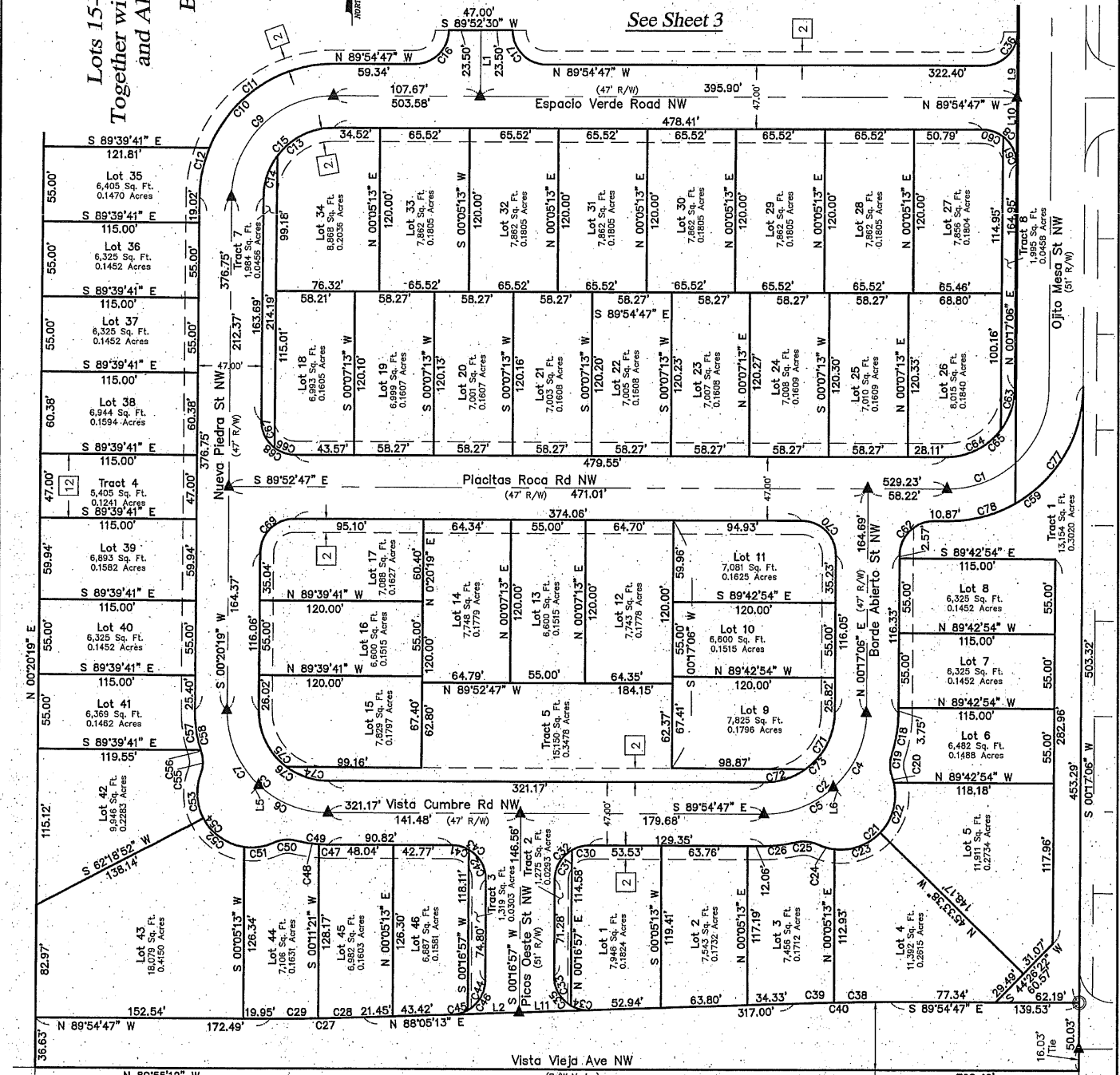
Legend

- N 90°00'00" E MEASURED BEARING AND DISTANCES
- ▲ CENTERLINE MONUMENT
- P.U.E. PUBLIC UTILITY EASEMENT



Note:
 TRACTS 7 AND 8 ARE ENTIRELY ENCUMBERED BY A
 10 FOOT P.U.E.

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



Additional
 plat
 dedicated
 to the
 City of
 Albuquerque
 for the
 use of
 the
 City
 with
 the
 filing
 of
 this
 plat

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
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City of Albuquerque
Bernalillo County, New Mexico
June 2014

Public Utility Easements:

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

- 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.
- 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.
- Quest 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.
- 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, 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 Grantor, including sufficient working area space for electric transformers, with the right and privilege to install, maintain, repair, replace, modify, renew, operate and maintain facilities for purposes set forth herein. No building sign (aboveground or subsurface) or other structure shall be erected on 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/switchgear, 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 (NMGCC) and Quest D/B/A CenturyLink QC did not conduct a Title Search of the properties shown herein. Consequently, PNM, NMGCC and Quest D/B/A CenturyLink QC do not warrant that the information shown on this plat is correct. Any information not shown on this plat, report or other document and which are not shown on this plat.




LINE	LENGTH	BEARING
L1	48.50'	N 0017'10" E
L2	49.58'	N 88'05'13" E
L3	50.00'	N 89'52'58" W
L4	43.00'	N 08'20'19" E
L5	7.99'	N 43'00'18" E
L6	7.99'	N 42'35'48" W
L7	51.00'	N 89'52'58" W
L8	43.00'	N 0017'08" E
L9	48.41'	S 0017'08" W
L10	48.59'	S 0017'08" W
L11	51.50'	N 88'05'13" E

Documents Used

- 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.
- RELEASE OF TEMPORARY CONSTRUCTION EASEMENT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON APRIL 10, 2014, WITH DOCUMENT NO. 2014-028343.

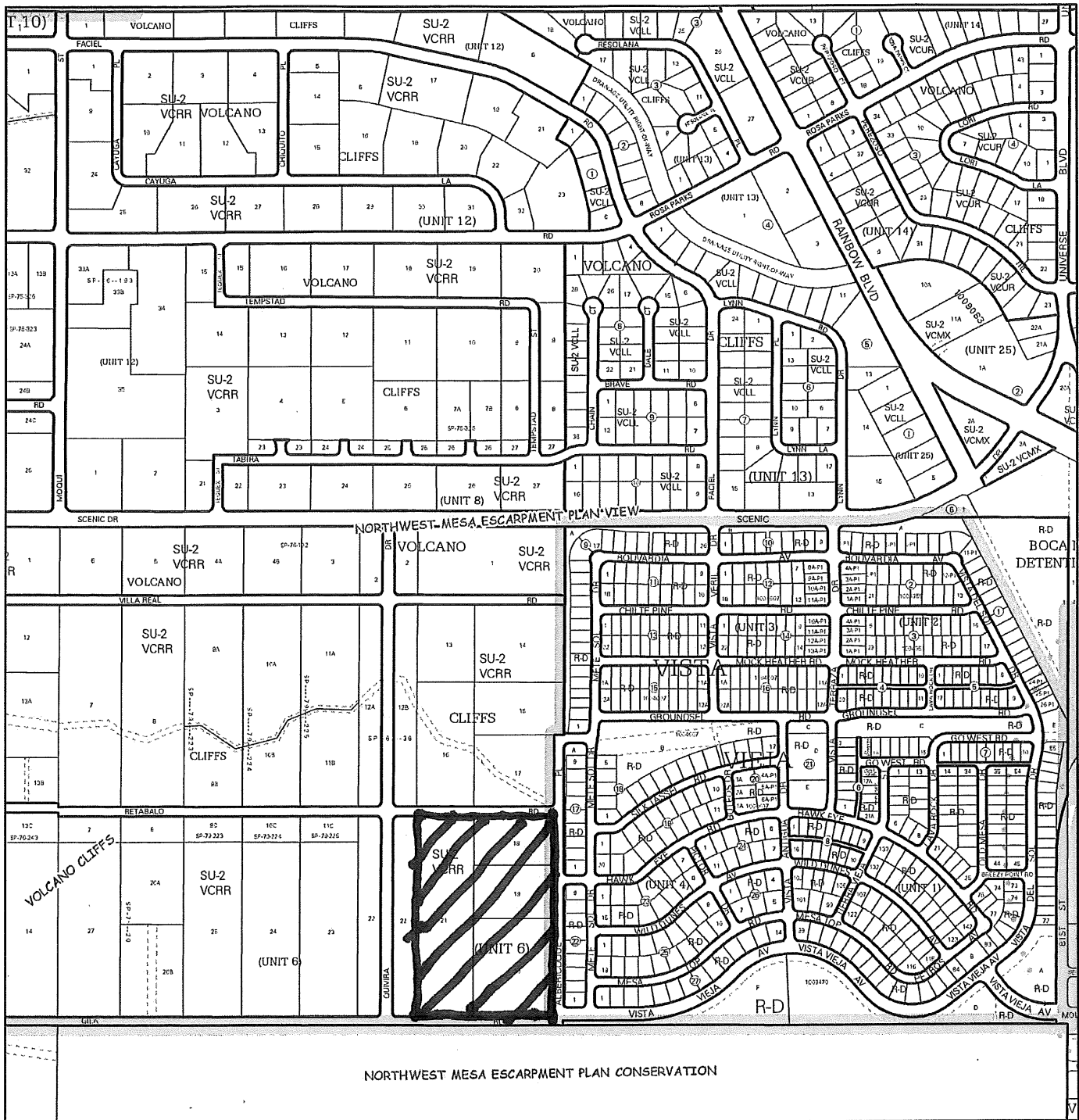
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	55.19'	75.00'	42'09"36"	53.95'	N 69'02'25" E
C2	117.55'	75.00'	89'48'07"	105.88'	N 45'11'10" E
C3	118.14'	75.00'	90'15'05"	106.30'	S 44'47'14" E
C4	61.68'	75.00'	47'07'04"	59.95'	N 23'50'36" E
C5	58.87'	75.00'	42'41'03"	54.99'	S 68'27'16" E
C6	58.18'	75.00'	42'55'04"	54.88'	S 68'22'42" E
C7	61.96'	75.00'	47'20'01"	60.31'	S 23'19'42" E
C8	39.36'	25.00'	9'01'13"	36.42'	N 44'48'50" W
C9	117.48'	98.50'	89'44'55"	105.83'	S 45'12'46" W
C10	117.46'	98.50'	88'19'28"	110.62'	S 55'55'29" W
C11	36.83'	98.50'	21'25'27"	36.62'	S 11'03'02" W
C12	48.03'	51.50'	53'26'19"	46.31'	S 63'22'04" W
C13	32.64'	51.50'	36'18'36"	32.09'	S 18'29'37" W
C14	80.67'	51.50'	89'44'55"	72.67'	S 45'12'46" W
C15	39.18'	25.00'	89'48'03"	35.29'	N 45'11'12" E
C16	39.36'	25.00'	90'11'57"	35.42'	S 44'48'48" E
C17	31.01'	98.50'	18'02'41"	30.88'	N 09'18'13" E
C18	16.74'	25.00'	38'21'32"	16.43'	S 00'51'26" E
C19	4.53'	40.00'	06'28'58"	4.52'	N 16'47'42" E
C20	94.16'	40.00'	134'52'44"	73.88'	N 47'24'11" E
C21	39.94'	40.00'	57'02'55"	38.70'	N 15'03'14" E
C22	37.05'	40.00'	53'02'28"	35.72'	N 70'19'56" E
C23	17.66'	40.00'	18'08'23"	17.61'	S 74'19'59" E
C24	16.74'	25.00'	38'21'32"	16.43'	N 84'20'13" W
C25	23.39'	98.50'	13'36'12"	23.33'	N 85'17'07" E
C26	68.63'	1966.00'	02'00'00"	68.62'	N 89'05'13" E
C27	33.57'	1966.00'	00'55'42"	33.57'	N 88'34'34" E
C28	35.05'	1966.00'	01'01'18"	35.05'	N 89'34'34" E
C29	13.00'	25.00'	29'48'17"	12.86'	S 75'11'05" W
C30	29.82'	25.00'	60'00'00"	25.00'	S 30'16'57" W
C31	29.18'	25.00'	89'48'17"	35.30'	N 45'11'05" E
C32	26.18'	25.00'	60'00'00"	25.00'	S 30'16'57" 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
C37	41.58'	2034.00'	01'01'17"	41.58'	S 89'30'06" W
C38	29.82'	2034.00'	00'49'43"	29.82'	S 88'30'06" W
C39	71.00'	2034.00'	02'00'00"	71.00'	S 89'05'13" W
C40	13.18'	25.00'	30'11'45"	13.02'	N 74'48'53" W
C41	26.18'	25.00'	60'00'00"	25.00'	N 29'43'03" W
C42	39.36'	25.00'	90'11'43"	35.42'	N 44'48'55" W
C43	26.18'	25.00'	60'00'00"	25.00'	N 30'16'57" E
C44	12.13'	25.00'	27'48'17"	12.01'	N 74'11'05" E
C45	6.73'	98.50'	87'48'17"	34.67'	N 44'11'05" E
C46	17.06'	98.50'	03'54'58"	6.73'	S 87'57'18" W
C47	17.06'	98.50'	09'55'16"	17.03'	S 81'02'11" E
C48	23.79'	98.50'	13'50'14"	23.73'	S 82'58'40" E
C49	16.74'	25.00'	38'21'32"	16.43'	S 84'44'41" W
C50	37.98'	40.00'	32'20'24"	22.28'	N 81'44'07" E
C51	33.60'	40.00'	45'24'32"	36.57'	S 54'53'24" E
C52	94.16'	40.00'	134'52'48"	73.88'	S 46'58'42" E
C53	16.74'	25.00'	38'21'32"	16.43'	N 01'19'54" E
C54	30.06'	98.50'	07'45'55"	13.92'	S 17'31'53" E
C55	31.38'	98.50'	17'29'15"	29.95'	S 06'24'19" E
C56	155.99'	99.49'	18'15'11"	31.25'	S 08'47'17" E
C57	16.17'	25.00'	37'04'05"	15.89'	N 45'12'09" E
C58	23.18'	25.00'	53'07'48"	22.36'	N 71'22'44" W
C59	39.40'	25.00'	89'50'07"	35.30'	S 45'12'09" W
C60	32.33'	50.49'	36'41'04"	31.78'	N 18'37'38" E
C61	46.84'	50.49'	53'09'03"	45.18'	N 63'32'41" E
C62	79.16'	25.00'	89'50'07"	71.30'	N 45'12'09" E
C63	16.18'	25.00'	37'05'17"	15.90'	S 71'20'08" E
C64	23.18'	25.00'	53'07'48"	22.36'	S 26'13'36" E
C65	39.37'	25.00'	90'13'06"	35.29'	S 44'46'14" E
C66	39.17'	25.00'	89'46'54"	35.29'	S 45'13'46" E
C67	39.34'	25.00'	90'09'53"	35.41'	N 44'47'51" W
C68	48.42'	51.50'	53'51'51"	46.65'	N 27'13'09" E
C69	32.30'	51.50'	35'58'16"	31.78'	N 72'07'05" E
C70	80.72'	51.50'	89'48'07"	72.71'	N 45'11'10" E
C71	33.06'	51.50'	36'46'53"	32.50'	S 71'31'20" E
C72	48.06'	51.50'	53'28'12"	46.34'	S 26'23'47" E
C73	81.12'	51.50'	90'15'05"	72.89'	S 44'47'14" E
C74	104.48'	99.49'	60'10'10"	99.74'	N 30'22'11" E
C75	51.51'	99.49'	29'39'57"	50.94'	N 75'17'14" E

Easement Notes

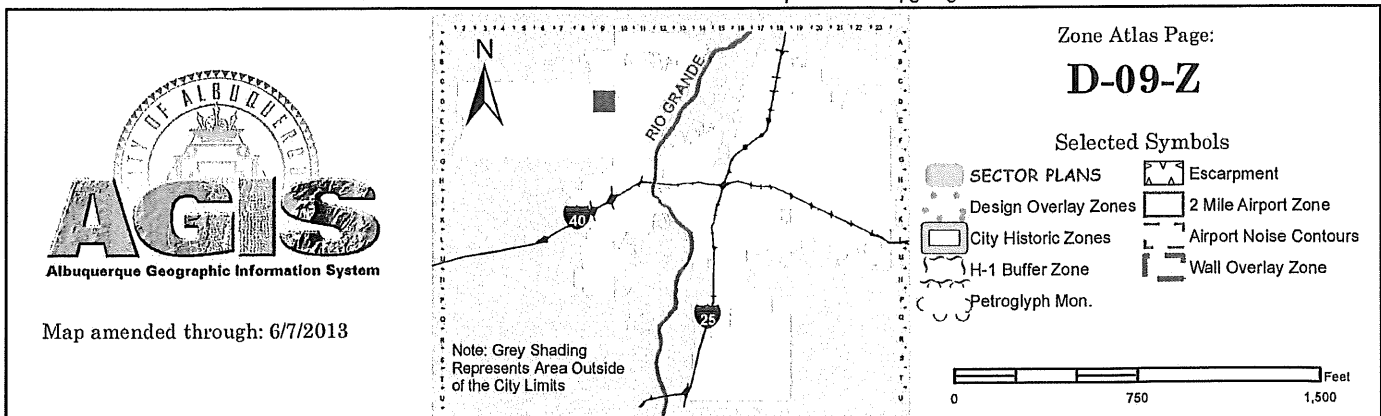
- EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81) VACATED BY THIS PLAT
- 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- EXISTING 20' TEMPORARY CONSTRUCTION EASEMENT (08/19/2008, DOCUMENT NO. 2008119241) SHOWN HEREON AS 
- EXISTING PERMANENT DRAINAGE EASEMENT (11/03/2008, DOCUMENT NO. 2008119241) SHOWN HEREON AS 
- EXISTING 30' DRAINAGE EASEMENT (06/18/70, D4-81)
- PUBLIC DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT SHOWN HEREON AS 
- EXISTING 60' ROADWAY EASEMENT VACATED WITH THE FILING OF THIS PLAT
- INTENTIONALLY OMITTED
- 20' DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81)
- PORTION OF EXISTING 30' DRAINAGE EASEMENT (06/18/70, D4-81) VACATED WITH THE FILING OF THIS PLAT
- 47' PUBLIC ROADWAY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- EXISTING RIGHT-OF-WAY VACATED WITH THE FILING OF THIS PLAT

Solar Collection Note

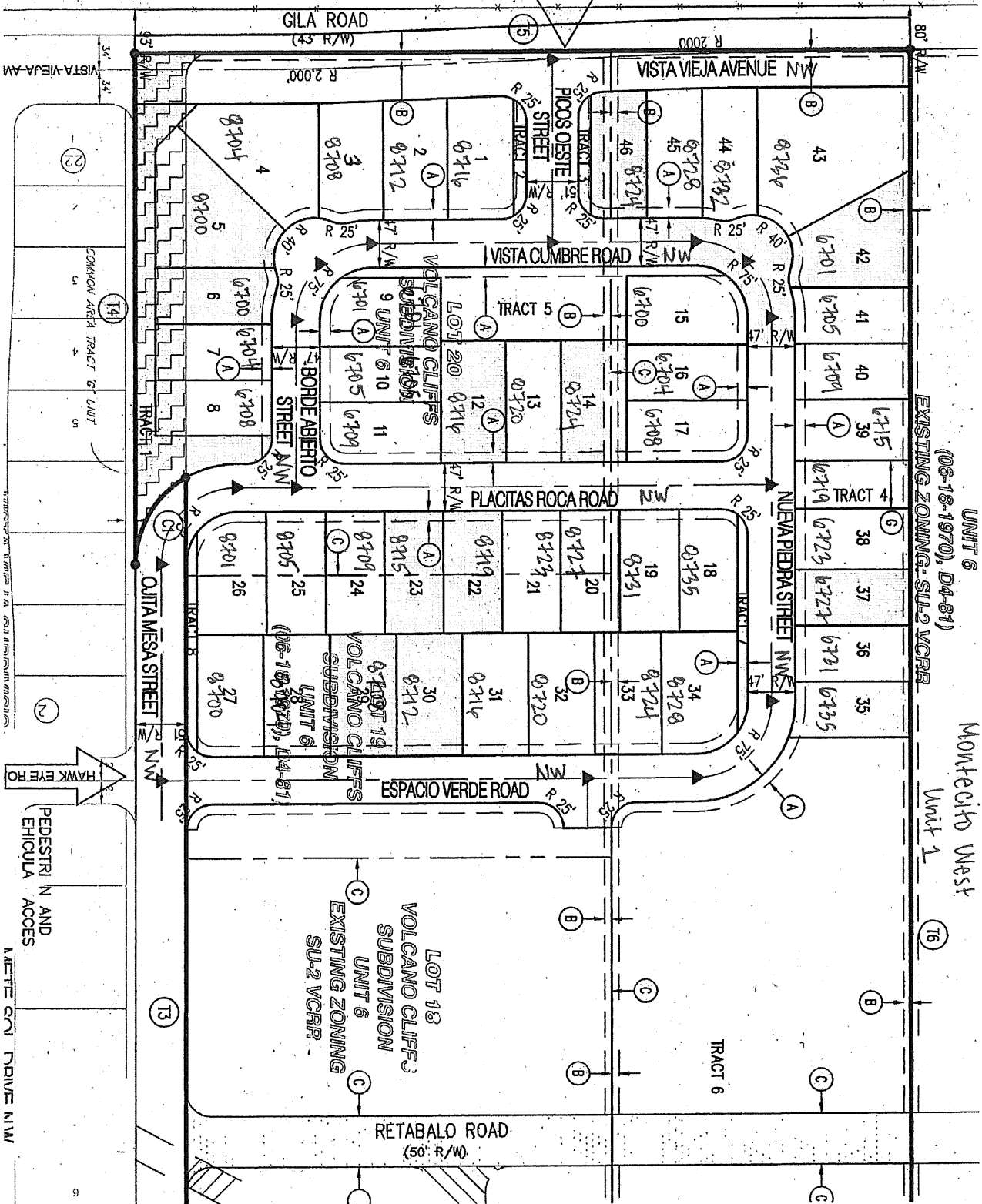
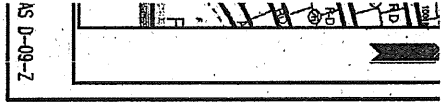
PER SECTION 14-14-4-7 OF THE SUBDIVISION ORDINANCE:
NO PROPERTY WITHIN THE AREA OF REQUESTED FINAL ACTION SHALL AT ANY TIME BE SUBJECT TO A DEED RESTRICTION, COVENANT, OR BUILDING AGREEMENT PROHIBITING SOLAR COLLECTORS FROM BEING INSTALLED ON BUILDINGS OR ERECTED ON THE LOTS OR PARCELS WITHIN THE AREA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



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



NORTHWEST MESA ESCARPMENT
PLAN CONSERVATION



UNIT 6
(06-18-1970), D4-81)
EXISTING ZONING - SU-2 VCRR

Montecito West
Unit 1

LOT 13
VOLCANO CLIFFS
SUBDIVISION
UNIT 6
EXISTING ZONING
SU-2 VCRR

PEDESTRIAN AND
EQUINE ACCESS

LAETITE DRIVE N.W.

COMMON AREA TRACT 6 UNIT 6

VISTA VIEJA AV

5

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.

Doc# 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 than 125% of the cost of constructing the sidewalk improvements within the Subdivision, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Sidewalk Construction Deadline. To meet the Subdivision Ordinance requirements, the Subdivider has provided the following "Financial Guaranty":

Type of Financial Guaranty: **Surety Bond #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: *Shahab Biazar*
for Shahab Biazar
Dated: 7/3/14

nl 07/02/2014
5-25-14

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.



Pony E Lydens
Notary Public

My Commission Expires: October 18, 2015

CITY'S NOTARY

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

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



Linda G Evans
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:]: *Garret Price* 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.



Perry E Lyden
Notary Public

My Commission Expires: October 18, 2015



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

Protest is to the City Council. Any person aggrieved with this determination of the Development Review Board may file a protest on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the protest. You will receive notice if any other person files a protest.

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

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

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal. If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

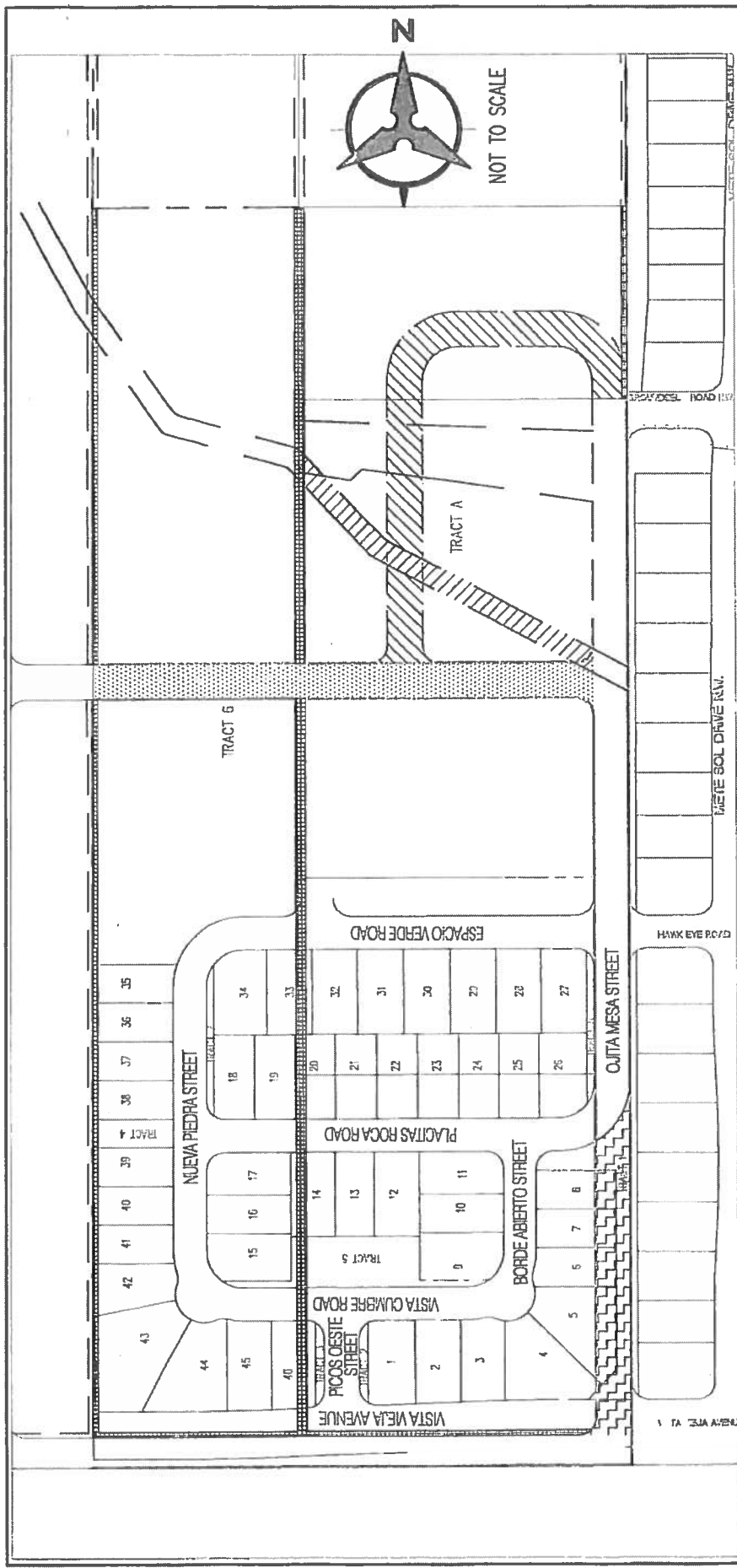


Jack Cloud, DRB Chair

Cc: BOHANNAN HUSTON INC
file

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

Bohannon & Huston



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.

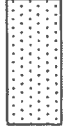




-  PORTION OF RETABALO ROAD TO BE VACATED WITH THIS PLAT.
-  PORTION OF ALBERICOQUE PLACE TO BE VACATED WITH THIS PLAT.
-  EXISTING ROADWAY EASEMENT TO BE VACATED WITH THIS PLAT.
-  PORTION OF EXISTING DRAINAGE EASEMENT TO BE VACATED WITH THIS PLAT.
-  EXISTING PUBLIC UTILITY EASEMENT (PUE) TO BE VACATED WITH THIS PLAT.

FIGURE 16

CIRCLE ONE:
SUBDIVISION 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]: *Bryce Langen*
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 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

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

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.

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.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0248192020212

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

5/11/14

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, 2014 ("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, 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

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

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.

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.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President





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

CITY OF ALBUQUERQUE:

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

[Signature]
for Shahab Biazar, PE,
Acting City Engineer
Dated: 7/3/14

re
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: [Signature]
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 Rastha, **Acting City Engineer** of the City of Albuquerque, a municipal
corporation, on behalf of said corporation.

(SEAL)



Notary Public: [Signature]
My Commission Expires: 10-17-16

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,
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.



Bruce Elydeus
Notary Public

My Commission Expires: 10/18/15

FIGURE 16

CIRCLE ONE:
SUBDIVISION 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]: *Bryce Langen*
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.

Nicholene 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

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

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.

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.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



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."

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

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

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.

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.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



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
Subtotal:		\$1,255,396.14
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$1,569,245.17</u>

APPROVAL:

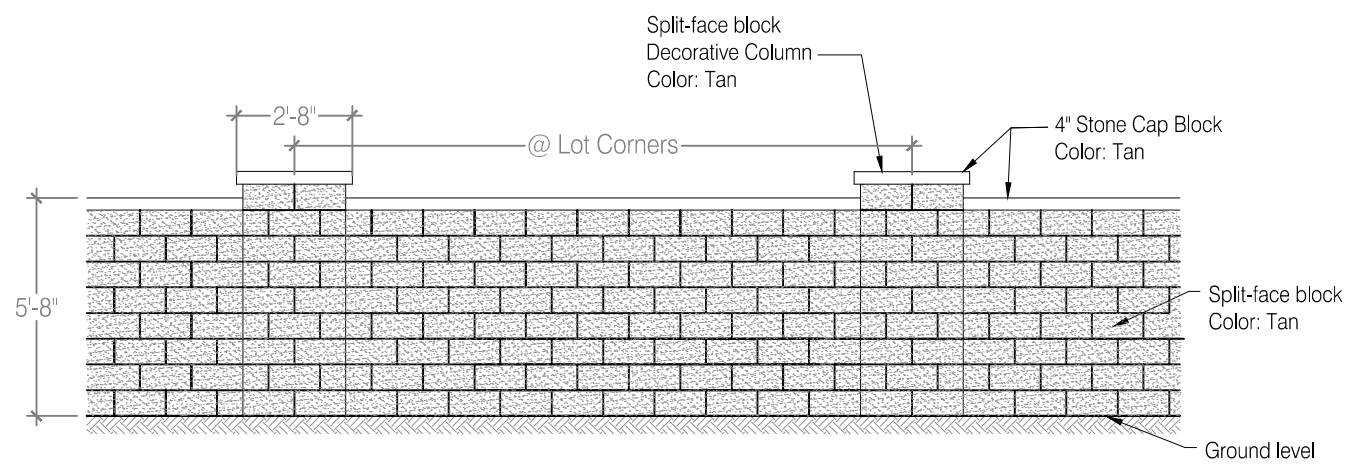
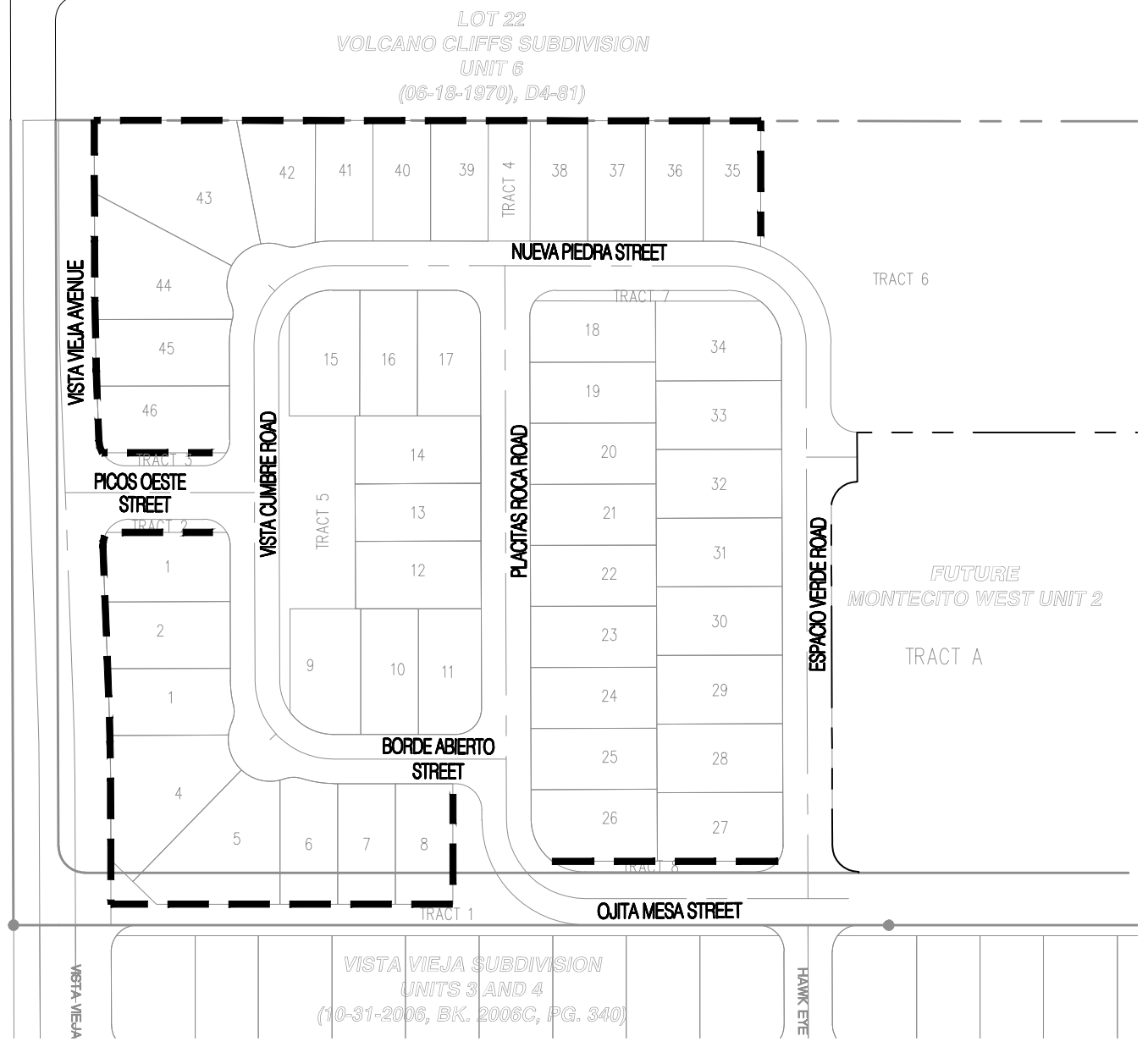
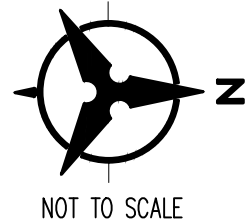
DATE:

A Woodall

5/1/14

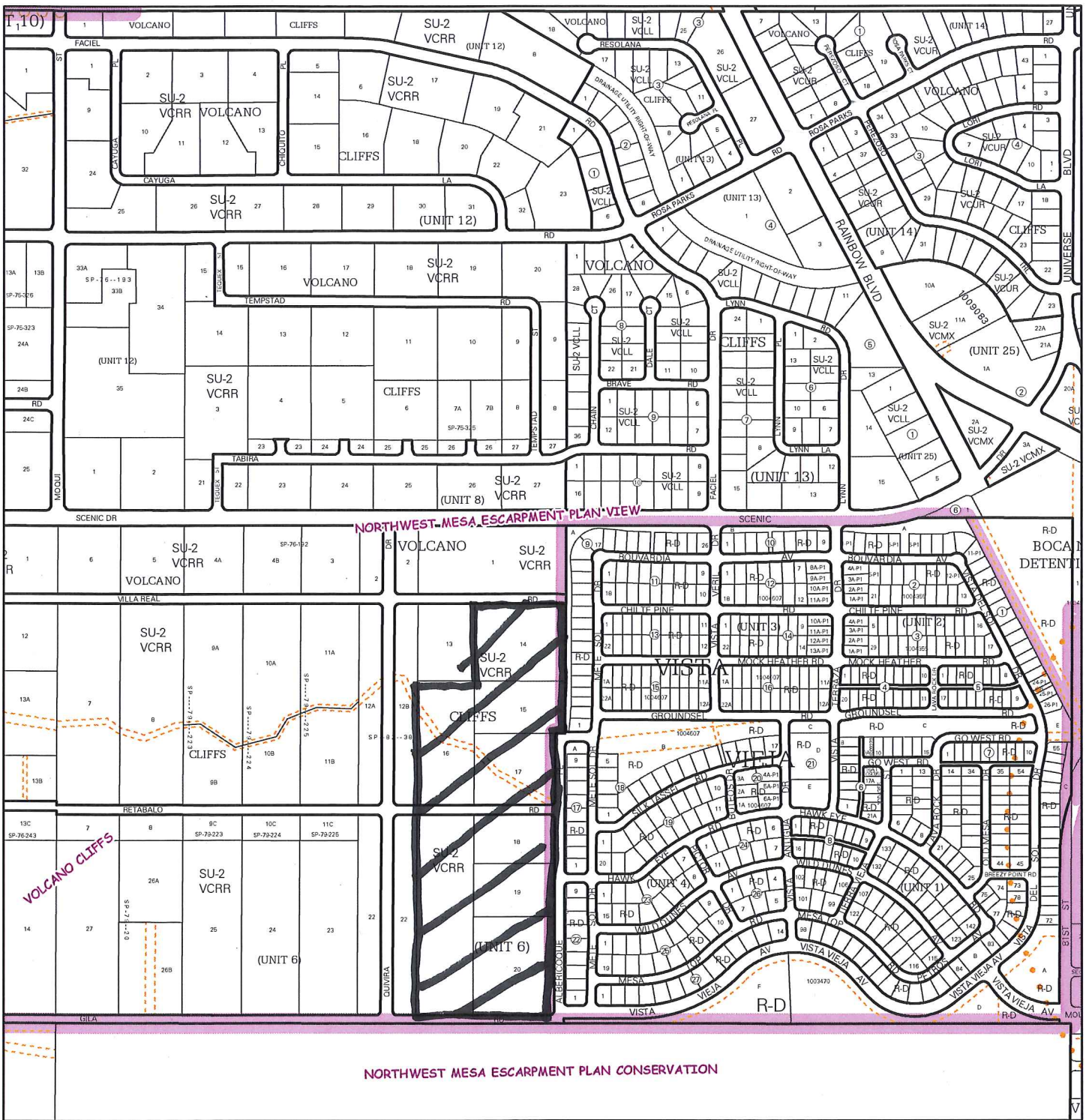
Notes: 0.0 % Contingency, Requires Cert of G&D prior to release of FG.

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

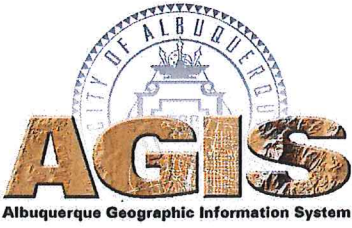


PERIMETER WALL TYPE 'A'

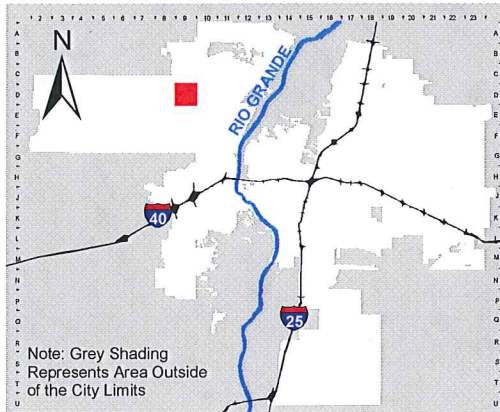
--- WALL TYPE 'A'



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












Map amended through: 6/7/2013




Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
D-09-Z

Selected Symbols

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



0 750 1,500 Feet