

December 30, 2014

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

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

Dear Mr. Cloud:

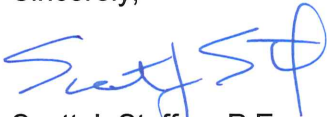
Enclosed for Development Review Board (DRB) review and comment are copies of the following information:

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

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

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

Sincerely,



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

Enclosures

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



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 2<sup>nd</sup> Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

**APPLICATION INFORMATION:**

Professional/Agent (if any): Bohannan Huston, Inc (Scott Steffen) PHONE: (505) 823-1000  
 ADDRESS: Courtyard I, 7500 Jefferson St NE FAX: (505) 798-7988  
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: ssteffen@bhinc.com

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

DESCRIPTION OF REQUEST: Final Plat for Montecito West 2

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

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

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

**CASE HISTORY:**

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX\_, Z\_, V\_, S\_, etc.): 1009506 13DRB-70758, 70760, 70762

**CASE INFORMATION:**

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

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

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

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

**FOR OFFICIAL USE ONLY**

Form revised 4/07

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

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

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

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

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

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

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

**Extension of preliminary plat approval expires after one year.**

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

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

- AMENDMENT TO PRELIMINARY PLAT (with minor changes) (DRB03)** Your attendance is required.

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

  - Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Original Preliminary Plat, Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **6 copies**
  - Zone Atlas map with the entire property(ies) clearly outlined
  - Letter briefly describing, explaining, and justifying the request
  - Bring original Mylar of plat to meeting, ensure property owner's and City Surveyor's signatures are on the plat
  - List any original and/or related file numbers on the cover application

**Amended preliminary plat approval expires after one year**

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

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

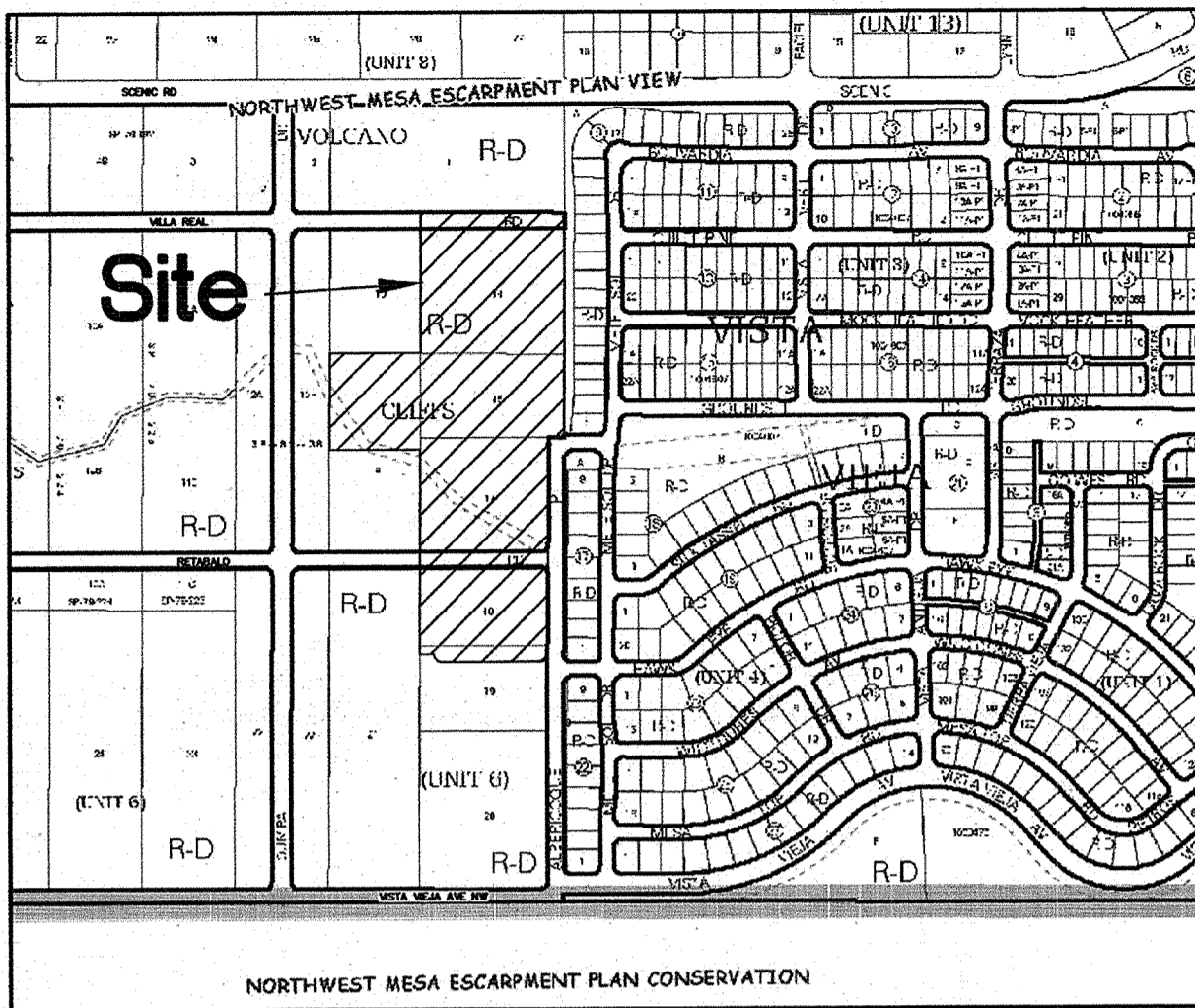


Form revised October 2007

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

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

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



Vicinity Map Zone Atlas D-9-Z

**Purpose of Plat**

1. SUBDIVIDE AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.
3. DEDICATE ADDITIONAL RIGHT-OF-WAY TO THE CITY OF ALBUQUERQUE.
4. VACATE EASEMENTS AS SHOWN HEREON.
5. VACATE RIGHT-OF-WAY AS SHOWN HEREON.
6. TRACT 2 SHALL BE DEDICATED TO THE CITY OF ALBUQUERQUE, AS MAJOR OPEN SPACE, IN FEE SIMPLE WITH WARRANTY COVENANTS.

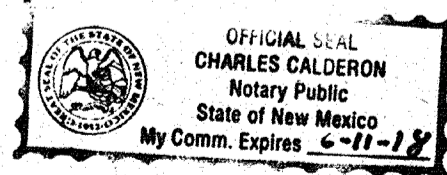
**Free Consent & Dedication**

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF DO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITIES EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR BURIED DISTRIBUTION LINES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THEIR RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNER(S) AND/OR PROPRIETOR(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY DEDICATE ADDITIONAL PUBLIC RIGHT OF WAY SHOWN HEREON TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE WITH WARRANTY COVENANTS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY DEDICATE TRACT 2 AS SHOWN HEREON TO THE CITY OF ALBUQUERQUE, AS MAJOR PUBLIC OPEN SPACE, IN FEE SIMPLE WITH WARRANTY COVENANTS.

*Garret Price*  
 GARRET PRICE, VICE PRESIDENT OF LAND  
 PULTE HOMES OF NEW MEXICO, INC. 12/29/14  
DATE

**Acknowledgment**

STATE OF NEW MEXICO }  
 COUNTY OF } SS



THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 29<sup>th</sup> of December 2014

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

*Charles Calderon*  
 NOTARY PUBLIC 6-11-18  
MY COMMISSION EXPIRES

**Indexing Information**

Section 21, Township 11 North, Range 2 East, NMPM  
 Subdivision: Montecito West, Unit 1 and Volcano Cliffs  
 Subdivision, Unit 6

**Subdivision Data**

GROSS ACREAGE.....16.5905 Acres  
 ZONE ATLAS PAGE NO.....D-9-Z  
 NUMBER OF EXISTING LOTS.....1  
 NUMBER OF EXISTING TRACTS.....1  
 NUMBER OF LOTS CREATED.....48  
 NUMBER OF TRACTS CREATED.....4  
 MILES OF FULL WIDTH STREETS.....0.42 MILES  
 MILES OF HALF WIDTH STREETS.....0.00 MILES  
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE.....2.4678 ACRES  
 DATE OF SURVEY.....JANUARY 2013

**Legal Description**

LOT NUMBERED FOURTEEN (14), VOLCANO CLIFFS SUBDIVISION, UNIT 6, AND A VACATED PORTION OF VILLA REAL ROAD NW RIGHT OF WAY, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JUNE 18, 1970, IN BOOK D4, PAGE 81.

TOGETHER WITH TRACT A, 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 THE PLAT THEREOF, FILED ON JULY 25, 2014, IN BOOK 2014C, PAGE 75, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, VOLCANO CLIFFS SUBDIVISION, UNIT 6, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, BEING MARKED BY A 1/2" REBAR, WHENCE A TIE TO ACS MONUMENT "S\_21\_22\_28\_27\_11N\_2E" BEARS S 49°36'23" E, A DISTANCE OF 3461.42 FEET;

THENCE, FROM SAID POINT OF BEGINNING, S 00°17'06" W, A DISTANCE OF 727.19 FEET TO AN ANGLE POINT, LYING ON THE EASTERLY RIGHT OF WAY LINE OF OJITO MESA STREET NW, AND BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, CROSSING SAID RIGHT OF WAY, N 89°52'58" W, A DISTANCE OF 51.00 FEET TO AN ANGLE POINT LYING ON THE WESTERLY RIGHT OF WAY OF OJITO MESA STREET NW, AND BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING SAID RIGHT OF WAY, S 00°17'06" W, A DISTANCE OF 705.69 FEET, TO A POINT OF CURVATURE, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, 39.18 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A DELTA OF 89°48'07", AND A CHORD BEARING S 45°11'10" W, A DISTANCE OF 35.29 FEET TO A POINT OF TANGENCY, LYING ON THE NORTHERLY RIGHT OF WAY LINE OF ESPACIO VERDE ROAD NW, AND BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, COINCIDING SAID RIGHT OF WAY, N 89°54'47" W, A DISTANCE OF 322.40 FEET TO A POINT OF CURVATURE, MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, 39.36 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A DELTA OF 90°11'57", AND A CHORD BEARING N 44°48'48" W, A DISTANCE OF 35.42 FEET TO AN ANGLE POINT, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 89°52'30" W, A DISTANCE OF 47.00 FEET TO AN ANGLE POINT, BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 00°17'10" E, A DISTANCE OF 664.80 FEET TO AN ANGLE POINT, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 89°52'36" W, A DISTANCE OF 296.69 FEET TO AN ANGLE POINT, BEING MARKED BY A BATHEY MARKER WITH CAP "LS 14271";

THENCE, N 00°20'19" E, A DISTANCE OF 315.16 FEET TO AN ANGLE POINT, BEING MARKED BY A 1/2" REBAR";

THENCE, S 89°53'11" E, A DISTANCE OF 296.41 FEET TO AN ANGLE POINT, BEING MARKED BY A 1/2" REBAR";

THENCE, N 00°17'10" E, A DISTANCE OF 402.74 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, LYING ON THE SOUTHERLY RIGHT OF WAY OF REAL DRIVE NW, AND BEING MARKED BY A 1/2" REBAR WITH CAP "LS 8127";

THENCE, COINCIDING SAID RIGHT OF WAY, S 89°55'31" E, A DISTANCE OF 355.37 FEET TO AN ANGLE POINT;

THENCE, CROSSING SAID RIGHT OF WAY, N 00°17'06" E, A DISTANCE OF 50.00 FEET TO AN ANGLE POINT, BEING MARKED WITH A BATHEY MARKER WITH CAP "LS 14271";

THENCE, S 89°55'31" E, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING, CONTAINING 16.5905 ACRES (722,684 SQ. FT.) MORE OR LESS.

**Plat for  
 Montecito West, Unit 2  
 Being Comprised of**

**Lot 14, Volcano Cliffs Subdivision Unit 6 and  
 Tract A, Montecito West, Unit 1, Together with A  
 Portion of Vacated Villa Real Road NW Right-of-Way  
 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:**

*Steven N. Rasmussen P.S.* 12/30/14  
Date  
 City Surveyor

Traffic Engineer Date

ABCWUA Date

Parks and Recreation Department Date

AMAFCA Date

City Engineer Date

DRB Chairperson, Planning Department Date

Real Property Division Date

City of Albuquerque Open Space Date

**Surveyor's Certificate**

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

*Brian J. Martinez* 12/22/14  
DATE  
 BRIAN J. MARTINEZ  
 N.M.R.P.S. No. 18374

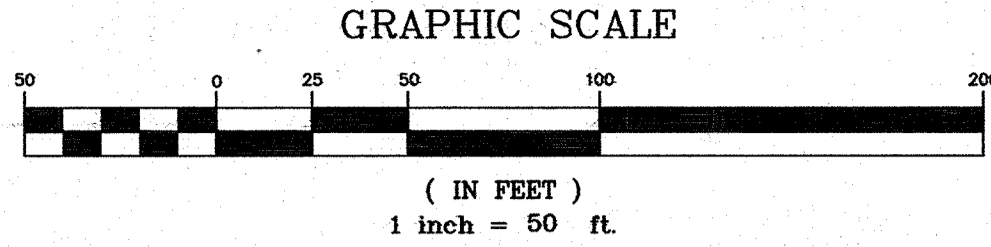


**CARTESIAN SURVEYS INC.**

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

**Legend**

- N 90°00'00" E MEASURED BEARING AND DISTANCES
- ▲ CENTERLINE MONUMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ⊙ FOUND BATHEY MARKER WITH CAP "LS 14271" UNLESS OTHERWISE NOTED
- ..... LOT LINE/EASEMENT LINE TO BE ELIMINATED

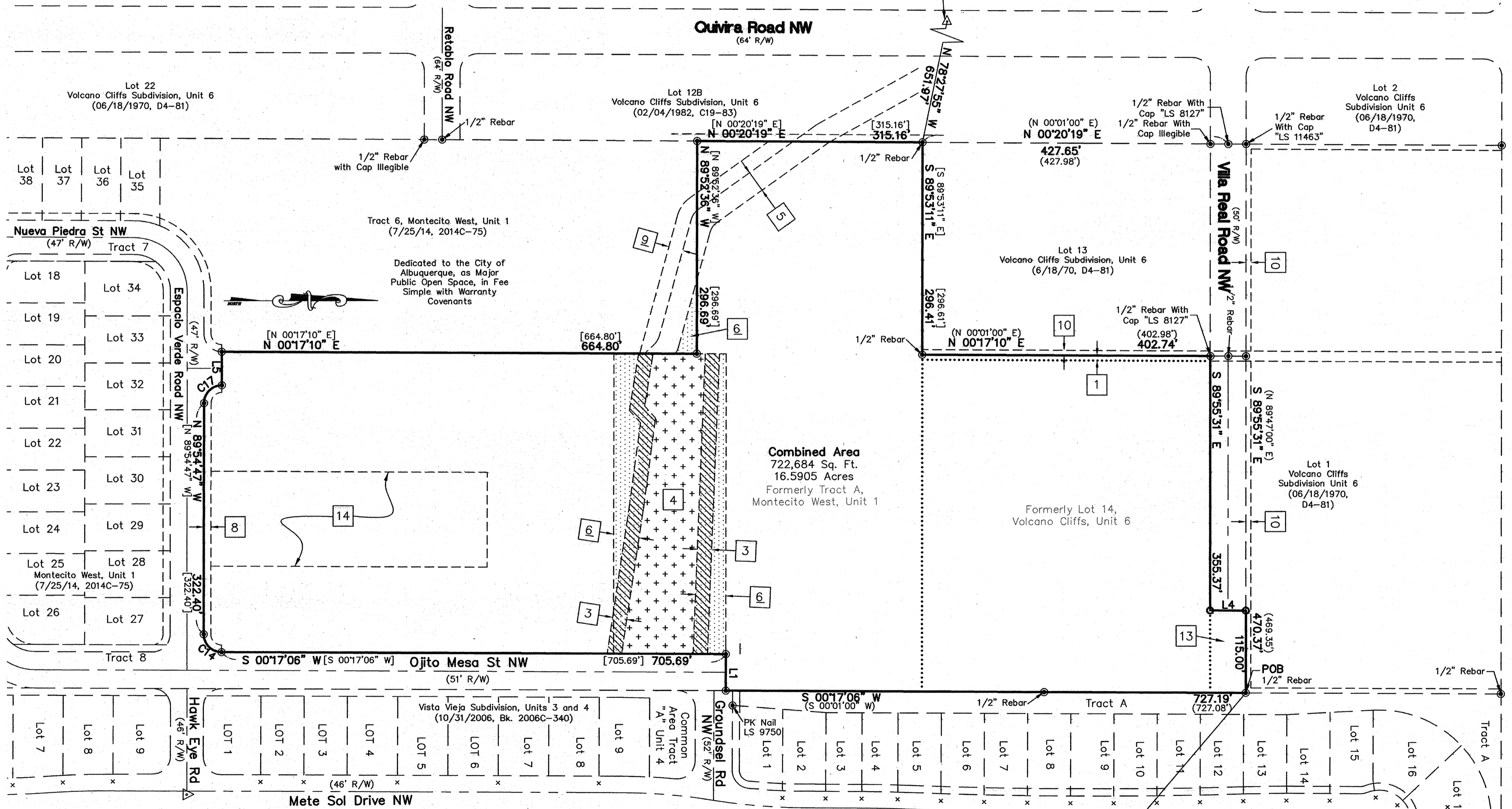


**Note:** Existing conditions before platting shown on this sheet.

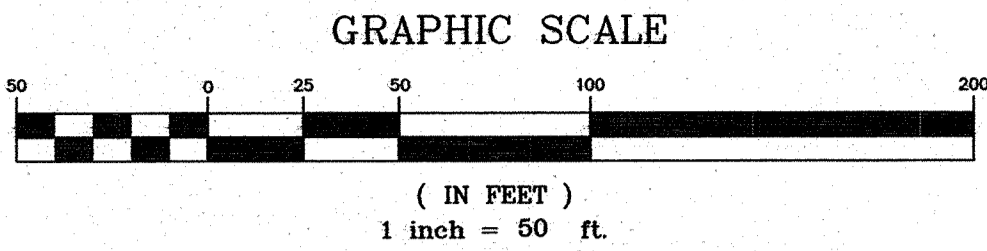
Plat for  
**Montecito West, Unit 2**  
 Being Comprised of  
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**Tract A, Montecito West, Unit 1, Together with A**  
**Portion of Vacated Villa Real Road NW Right-of-Way**  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 December 2014

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

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"



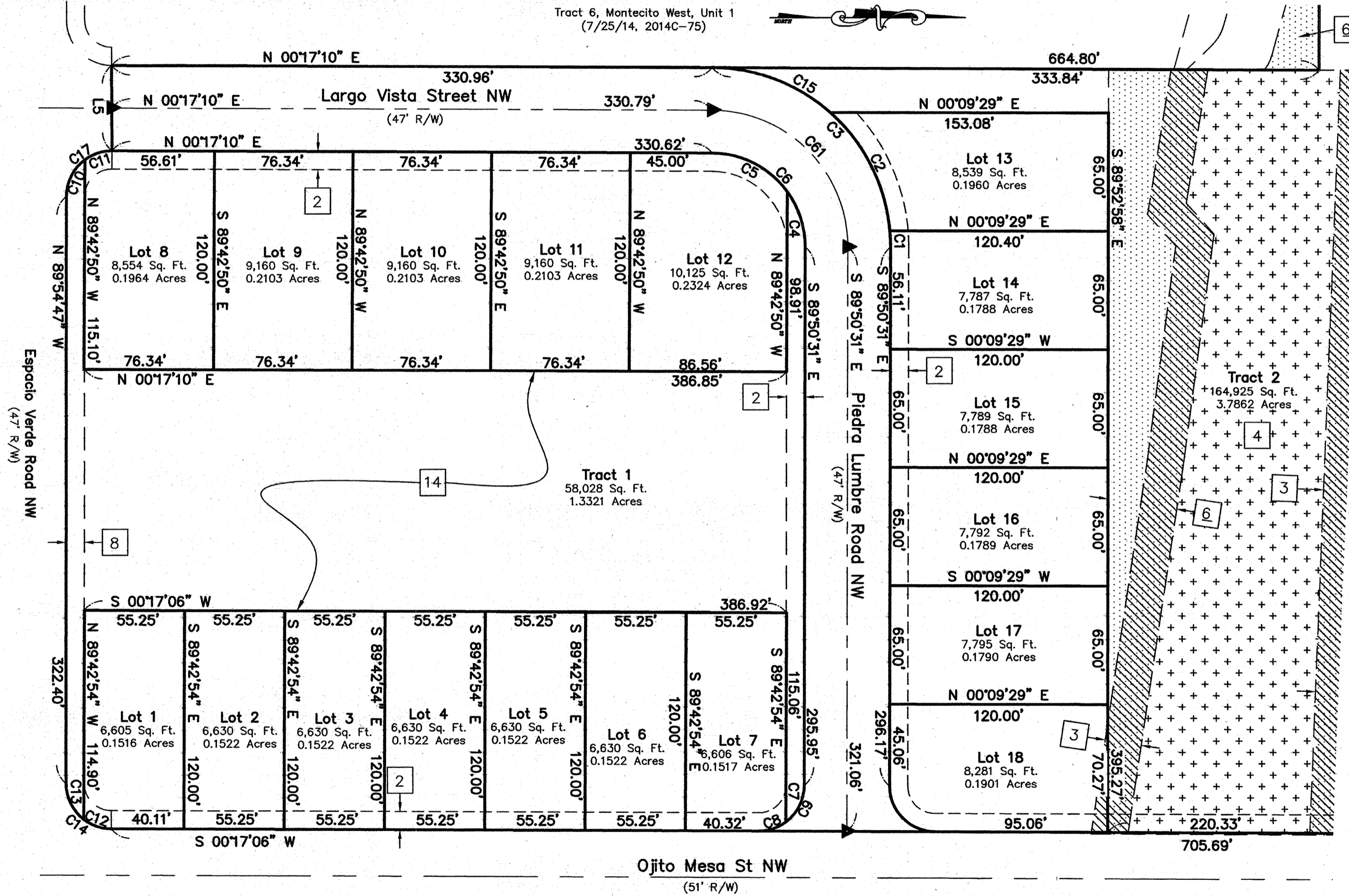
Scenic Drive NW  
(86' R/W)



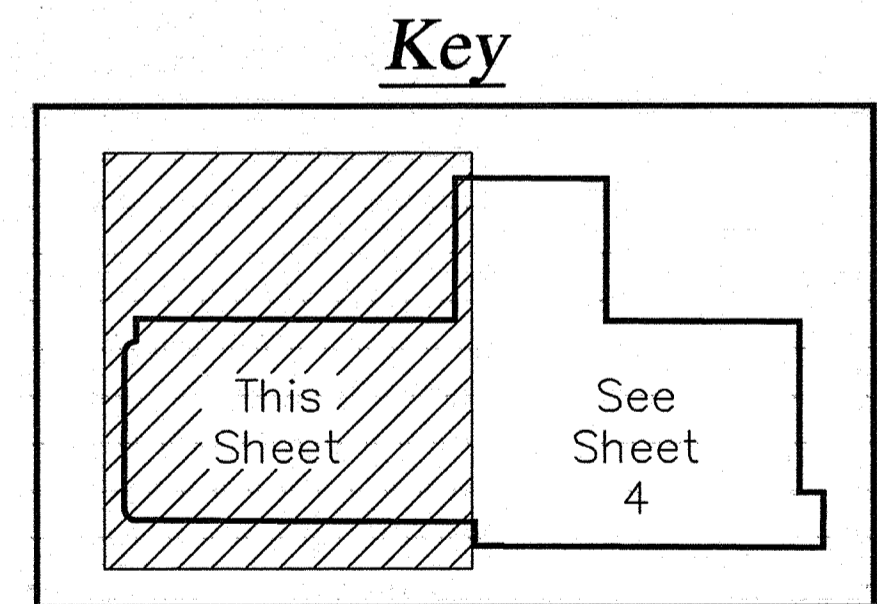
**Legend**

N 90°00'00" E MEASURED BEARING AND DISTANCES  
▲ CENTERLINE MONUMENT

Plat for  
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Being Comprised of  
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Portion of Vacated Villa Real Road NW Right-of-Way  
City of Albuquerque  
Bernalillo County, New Mexico  
December 2014



See Sheet 4



Plat for  
**Montecito West, Unit 2**  
 Being Comprised of

**Lot 14, Volcano Cliffs Subdivision Unit 6 and  
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 City of Albuquerque  
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 December 2014**

**Legend**

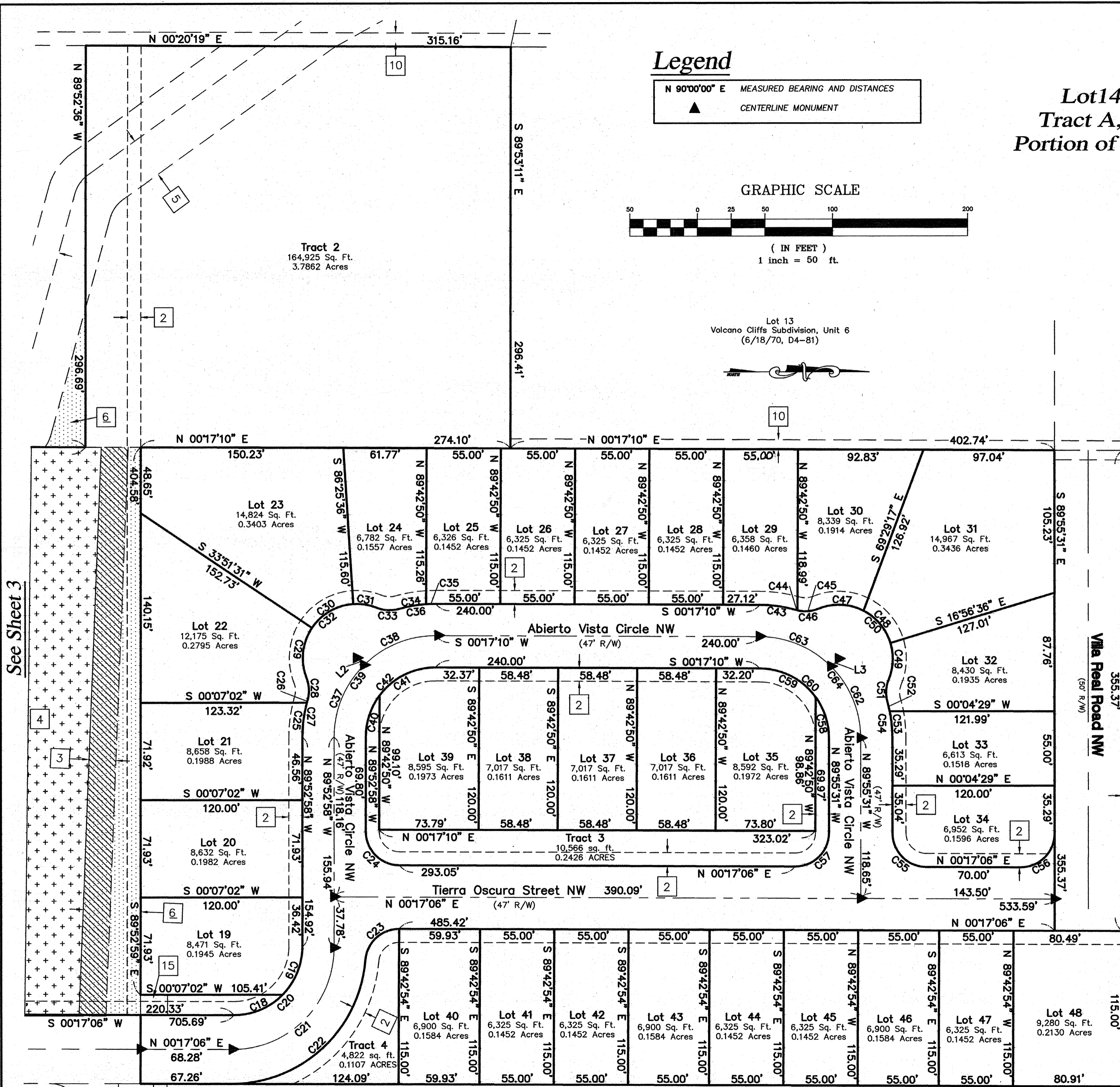
N 90°00'00" E MEASURED BEARING AND DISTANCES  
 ▲ CENTERLINE MONUMENT

GRAPHIC SCALE



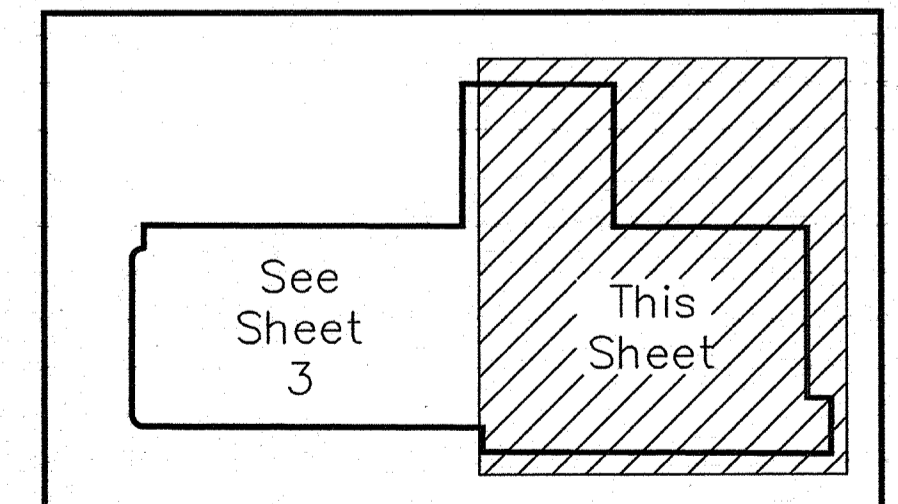
( IN FEET )  
 1 inch = 50 ft.

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



See Sheet 3

**Key**



**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 2  
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City of Albuquerque  
Bernalillo County, New Mexico  
December 2014**

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	8.90'	98.50'	5'10'37"	8.90'	S 87°34'10" W
C2	145.60'	98.50'	84°41'41"	132.70'	S 42°38'01" W
C3	154.50'	98.50'	89°52'18"	139.14'	S 45°13'19" W
C4	32.42'	51.50'	36°04'09"	31.89'	S 72°07'24" W
C5	48.36'	51.50'	53°48'10"	46.60'	S 27°11'15" W
C6	80.78'	51.50'	89°52'18"	72.75'	S 45°13'19" W
C7	23.33' [23.33']	25.00' [25.00']	53°28'45"	22.50'	N 63°06'09" W
C8	15.99'	25.00'	36°38'52"	15.72'	N 18°02'20" W
C9	39.33'	25.00'	90°07'38"	35.39'	N 44°46'43" W
C10	23.44'	25.00'	53°43'36"	22.59'	S 63°02'59" E
C11	15.91'	25.00'	36°28'21"	15.65'	S 17°57'00" E
C12	16.26'	25.00'	37°16'01"	15.98'	N 18°55'07" E
C13	22.92'	25.00'	52°32'06"	22.13'	N 63°49'10" E
C14	39.18' [39.18']	25.00' [25.00']	89°48'07"	35.29'	S 45°11'10" W
C17	39.36'	25.00'	90°11'57"	35.42'	N 44°48'48" W
C18	40.13'	50.53'	45°30'26"	39.09'	N 22°28'07" W
C19	39.39'	50.53'	44°39'38"	38.40'	N 67°33'09" W
C20	79.52'	50.53'	90°10'04"	71.56'	N 44°47'56" W
C21	118.03'	75.00'	90°10'04"	106.22'	N 44°47'56" W
C22	148.66'	99.45'	85°38'42"	135.20'	N 42°32'15" W
C23	37.37'	25.00'	85°38'42"	33.99'	S 42°32'15" E
C24	39.20'	25.00'	89°49'56"	35.30'	N 45°12'04" E
C25	25.64'	98.50'	14°54'54"	25.57'	S 82°25'32" E
C26	2.12'	98.50'	1°14'00"	2.12'	S 74°21'05" E
C27	27.76'	98.50'	16°08'54"	27.67'	S 81°48'32" E
C28	16.53'	25.00'	37°53'13"	16.23'	S 87°19'18" W
C29	38.76'	40.00'	55°31'20"	37.26'	S 83°51'38" E
C30	36.67'	40.00'	52°31'33"	35.40'	S 29°50'11" E
C31	17.87'	40.00'	25°35'55"	17.72'	S 09°13'33" W
C32	93.30'	40.00'	133°38'49"	73.54'	S 44°47'54" E
C33	16.53'	25.00'	37°53'13"	16.23'	N 03°04'54" E
C34	20.63'	98.50'	11°59'59"	20.59'	S 09°51'43" E
C35	7.13'	98.50'	4°08'53"	7.13'	S 01°47'16" E
C36	27.76'	98.50'	16°08'53"	27.67'	S 07°47'16" E
C37	59.02'	75.00'	45°05'04"	57.50'	S 67°20'26" E
C38	59.02'	75.00'	45°05'04"	57.50'	S 22°15'22" E
C39	118.03'	75.00'	90°10'08"	106.22'	S 44°47'54" E
C40	32.92'	51.50'	36°37'36"	32.36'	S 71°34'10" E
C41	48.13'	51.50'	53°32'32"	46.39'	S 26°29'06" E
C42	81.05'	51.50'	90°10'08"	72.94'	S 44°47'54" E
C43	27.18'	98.50'	15°48'42"	27.10'	S 08°11'31" W
C44	1.07'	25.00'	2°27'40"	1.07'	N 14°52'02" E
C45	15.67'	25.00'	35°54'14"	15.41'	N 04°18'55" W
C46	16.74'	25.00'	38°21'55"	16.43'	N 03°05'05" W
C47	34.66'	40.00'	49°38'50"	33.59'	S 02°33'23" W
C48	31.89'	40.00'	45°40'37"	31.05'	S 50°13'06" W
C49	27.63'	40.00'	39°34'17"	27.08'	N 87°09'27" W
C50	94.17'	40.00'	134°53'44"	73.88'	S 45°10'49" W
C51	16.74'	25.00'	38°21'55"	16.43'	S 86°33'16" E
C52	7.34'	98.50'	4°16'15"	7.34'	S 76°23'54" W
C53	19.84'	98.50'	11°32'33"	19.81'	S 84°18'18" W
C54	27.19'	98.50'	15°48'49"	27.10'	S 82°10'11" W
C55	39.18'	25.00'	89°47'23"	35.29'	N 45°10'47" E
C56	39.36'	25.00'	90°12'37"	35.42'	N 44°49'13" W
C57	39.36'	25.00'	90°12'37"	35.42'	N 44°49'13" W
C58	32.28'	51.50'	35°54'45"	31.75'	S 72°07'06" W
C59	48.43'	51.50'	53°52'34"	46.66'	S 27°13'27" W
C60	80.71'	51.50'	89°47'18"	72.70'	S 45°10'49" W
C61	117.64'	75.00'	89°52'18"	105.95'	S 45°13'19" W
C62	58.77'	75.00'	44°53'39"	57.27'	S 67°37'39" W
C63	58.77'	75.00'	44°53'39"	57.27'	S 22°44'00" W
C64	117.53'	75.00'	89°47'18"	105.87'	S 45°10'49" W

**Public Utility Easements:**

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

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

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

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

**Disclaimer**

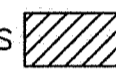


In approving this plat, Public Service Company of New Mexico (PNM), New Mexico Gas Company (NMGC) and Qwest D/B/A CenturyLink QC did not conduct a Title Search of the properties shown hereon. Consequently, PNM, NMGC and Qwest D/B/A CenturyLink QC do not waive or release any easement or easement rights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

LINE TABLE		
LINE	LENGTH	BEARING
L1	51.00' [51.00']	N 89°52'58" W [N 89°52'58" W]
L2	7.50'	N 45°12'06" E
L3	8.00'	S 44°49'11" E
L4	50.00' [50.00']	N 00°17'06" E
L5	47.00' [47.00']	S 89°52'30" W [S 89°52'30" W]

**Notes**

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

**Easement Notes**

- 1 EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81) VACATED WITH THE FILING OF THIS PLAT BY 13DRB-70758 (DRB PROJECT NO. 1009506)
- 2 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- 3 EXISTING 20' TEMPORARY CONSTRUCTION EASEMENT (08/19/2008, DOCUMENT NO. 2008093432) VACATED WITH THE FILING OF THIS PLAT BY 15DRB- (DRB PROJECT NO. 1009506) SHOWN HEREON AS 
- 4 EXISTING PERMANENT DRAINAGE EASEMENT (11/03/2008, DOCUMENT NO. 2008119241) SHOWN HEREON AS 
- 5 EXISTING 30' DRAINAGE EASEMENT (06/18/70, D4-81)
- 6 EXISTING PUBLIC DRAINAGE EASEMENT (7/25/14, 2014C-75) SHOWN HEREON AS 
- 7 INTENTIONALLY OMITTED
- 8 EXISTING 10' PUBLIC UTILITY EASEMENT (7/25/14, 2014C-75)
- 9 EXISTING 20' DRAINAGE EASEMENT (7/25/14, 2014C-75)
- 10 EXISTING 7' P.U.E. (TYPICAL) (6/18/70, D4-81)
- 11 INTENTIONALLY OMITTED
- 12 INTENTIONALLY OMITTED
- 13 EXISTING RIGHT-OF-WAY VACATED WITH THE FILING OF THIS PLAT BY 13DRB-70762 (DRB PROJECT NO. 1009506)
- 14 EXISTING PUBLIC DRAINAGE EASEMENT, TO BE MAINTAINED BY THE MONTECITO WEST HOMEOWNERS ASSOCIATION AND HAVE RESTRICTIVE COVENANTS (7/25/14, 2014C-75)
- 15 20' X 14.81' PNM EASEMENT GRANTED 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.

**Documents Used**

1. PLAT FOR VOLCANO CLIFFS SUBDIVISION, UNIT 6, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JUNE 18, 1970, IN BOOK D4, PAGE 81.
2. RELEASE OF TEMPORARY CONSTRUCTION EASEMENT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON APRIL 10, 2014, WITH DOCUMENT NO. 2014028545.
3. PLAT FOR MONTECITO WEST, UNIT 1, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, ON JUNE 25, 2014, IN BOOK 2014C, PAGE 75.

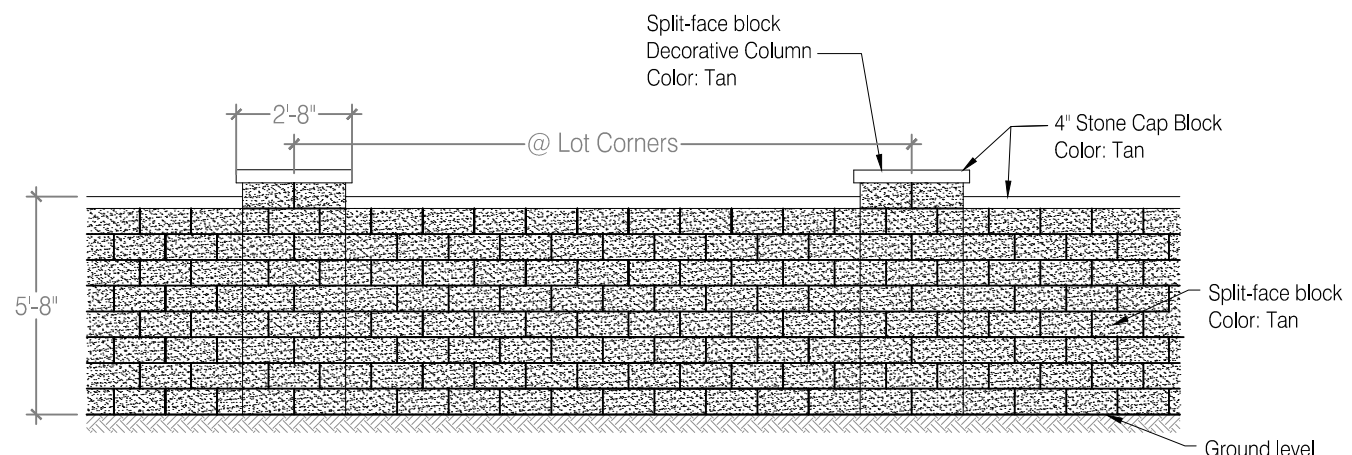
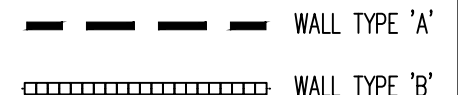
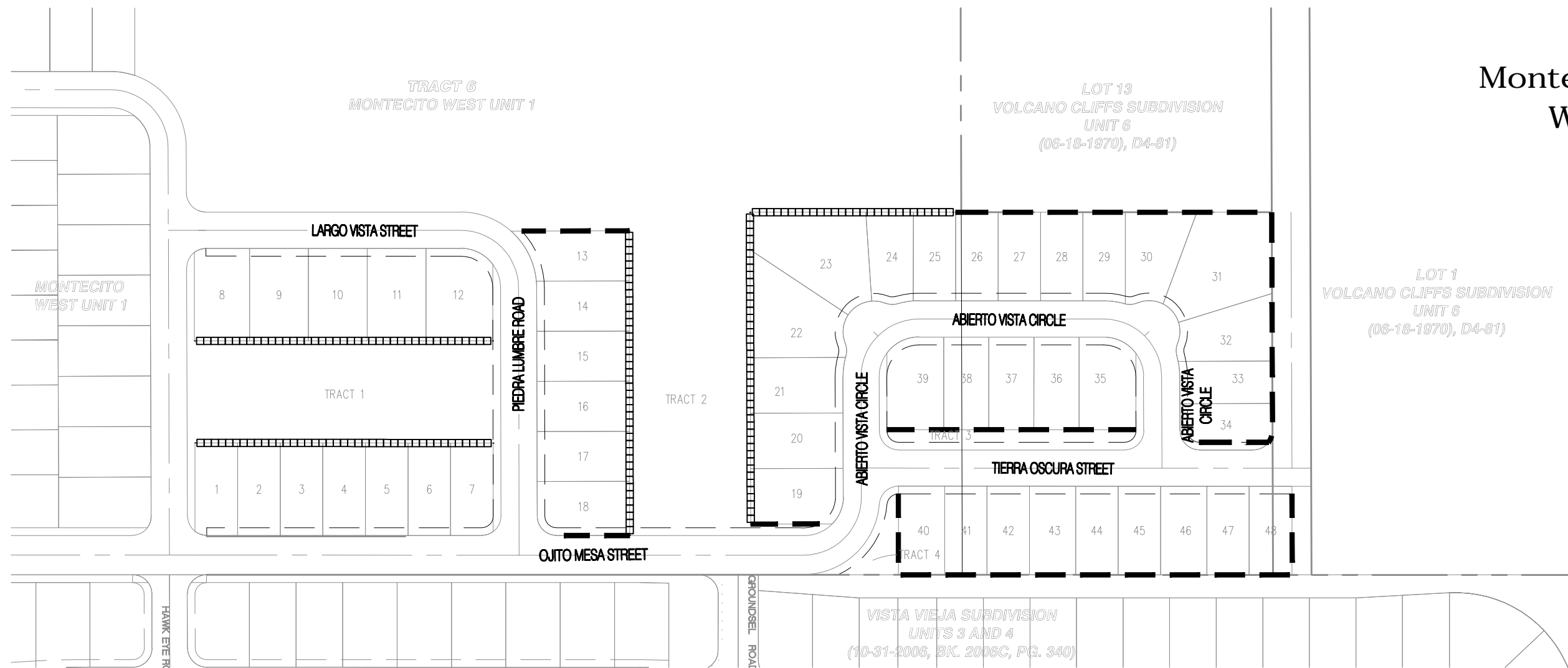
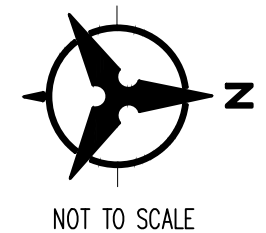


**CARTESIAN SURVEYS INC.**

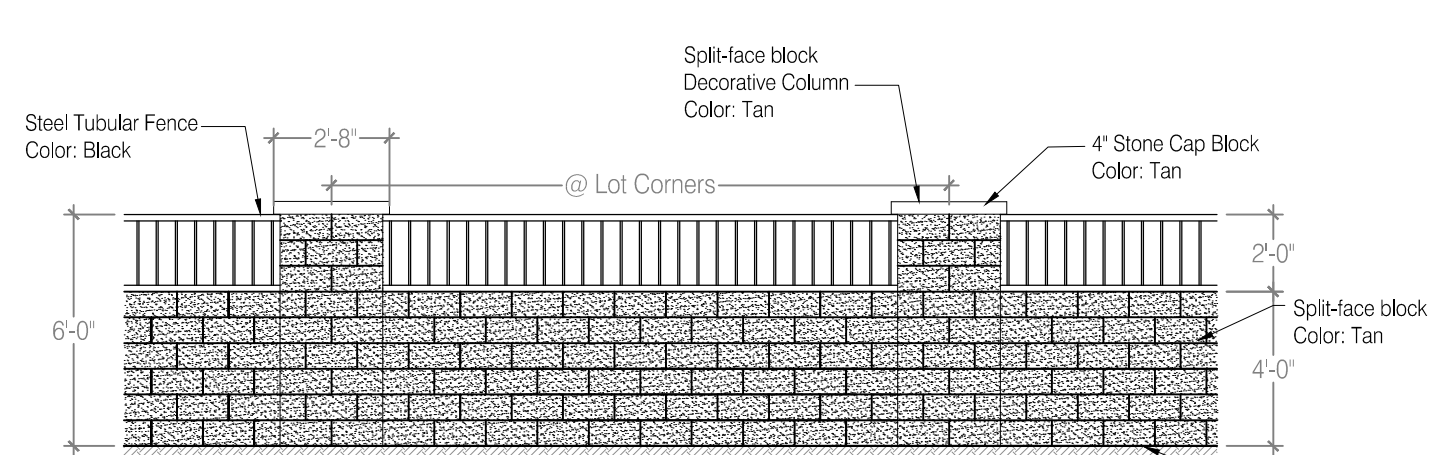
P.O. BOX 44414 RIO RANCHO, N.M. 87174  
Phone (505) 896-3050 Fax (505)891-0244



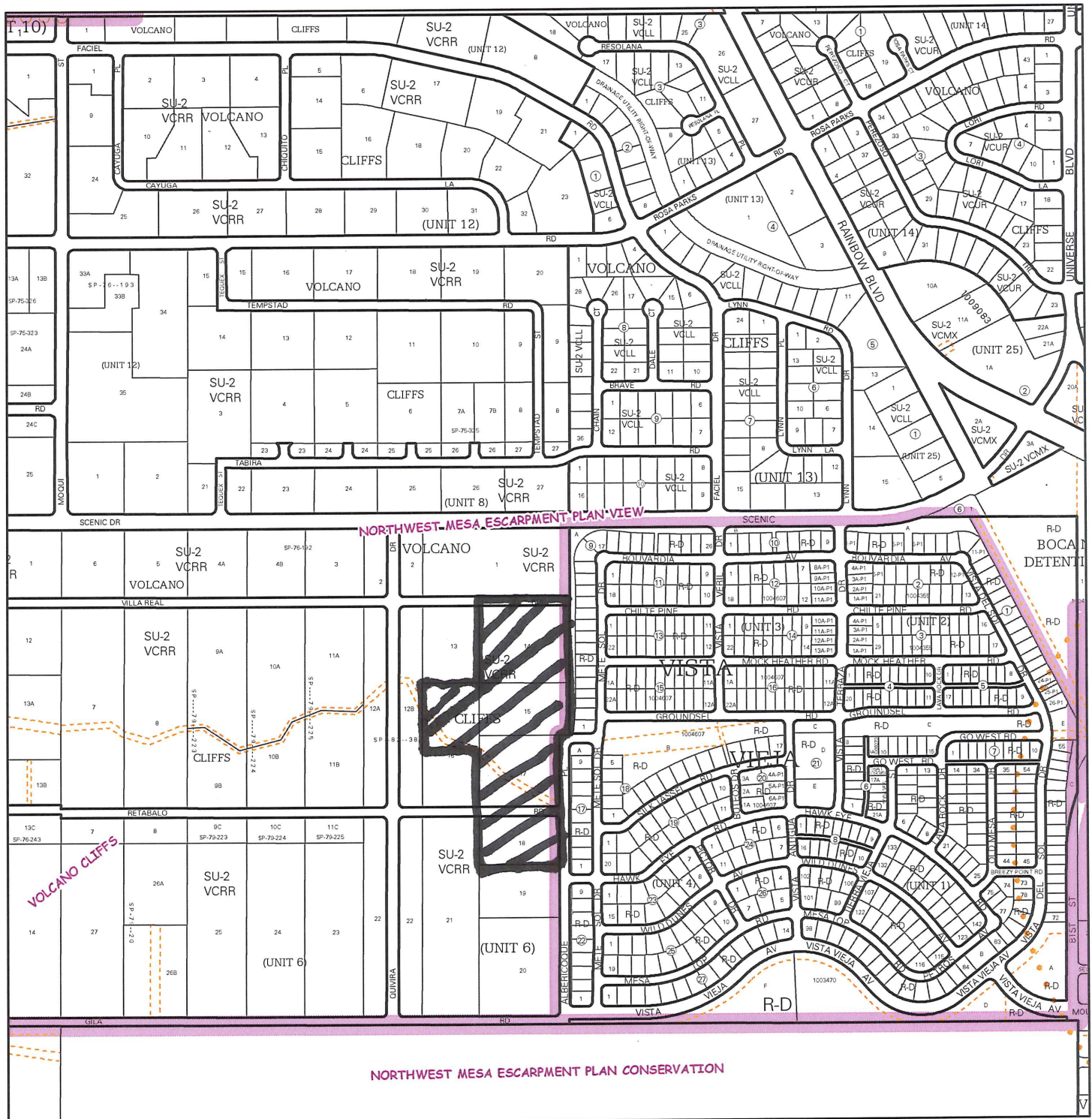
EXHIBIT "D"  
 Montecito West UNIT 2  
 WALL EXHIBIT  
 11/8/2013



PERIMETER WALL TYPE 'A'



PERIMETER WALL TYPE 'B'



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

Map amended through: 9/2/2014

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:  
**D-09-Z**

Selected Symbols

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

0 750 1,500 Feet

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

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

THIS AGREEMENT is made this 26 day of December, 2014, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **Pulte Homes of New Mexico, Inc.** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:], **a Michigan Corporation**, whose address is **7600 Jefferson NE Suite 180** and whose telephone number is **505-341-8524**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] **Tract A of Montecito West Unit 1**, recorded on **July 25, 2014** in Book **2014C**, page **75**, as Document No. **2014058576** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico Inc., a Michigan Corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Montecito West Unit 2, Phase/Unit 1** describing Subdivider's Property ("Subdivider's Property").

As a result of the development of the City's Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Development Plan for the Subdivision.

2. Improvements and Construction Deadline. The Subdivider agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **August 15, 2015**, ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. **763982**.



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

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

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

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

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

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

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

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

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

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

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by X8e Vinyard, Inc., and field testing of the private Improvements shall be performed by X8e Vinyard, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider shall ensure that the field testing entity provides

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

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

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

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

Type of Financial Guaranty: Surety Bond  
Amount: \$ 1,314,357.84  
Name of Financial Institution or Surety providing Guaranty:  
Hartford Fire Insurance Company #59BSBGU0640  
Date City first able to call Guaranty (Construction Completion Deadline):  
August 15, 2015  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: \_\_\_\_\_  
Additional information: \_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the public Improvements and a Certificate of Completion for the private Improvements. Thereafter, the Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the S.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Subdivider will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat of the Subdivision.

10. Reduction of Financial Guaranty Upon Partial Completion. The Subdivider shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Subdivider must follow the procedures and meet the requirements detailed in the DPM, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Subdivider must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the S.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Subdivider, its agents,

representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

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

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

14. Payment for Incomplete Improvements. If the Subdivider fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Subdivider shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Subdivider's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Subdivider shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

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

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

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



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

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

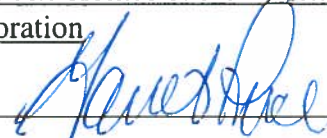
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

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

22. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

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

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

By [Signature]: 

Name [Print]: Garret Price

Title: VP Land

Dated: 11/6/14

By: 

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

Dated: December 26, 2014

SP  
12/22/14

SP  
12-18-14

SUBDIVIDER'S NOTARY

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

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

Pomy E Lydens  
Notary Public

My Commission Expires: 10/18/15



CITY'S NOTARY

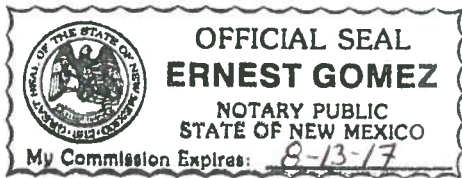
STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

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

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 8-13-17



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

Current DRC Project No. 763982

ORIGINAL

Date Submitted: January 13, 2014  
 Date Site Plan for Bldg Permit Approved: 1-15-14  
 Date Site Plan for Sub. Approved: 1-15-15  
 Date Preliminary Plan Approved: 1-15-15  
 Date Preliminary Plan Expires: 1-15-15  
 DRB Project No: 1009506

Figure 12  
 INFRASTRUCTURE LIST  
 EXHIBIT 'A'  
 TO SUBMISSION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
 MONTECITO WEST UNIT 2  
 (REPEAT OF LOT 14, VOLCANO CLIFFS SUBDIVISION UNIT 6 AND TRACT A MONTECITO WEST SUBDIVISION UNIT 1)

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

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

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

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

OPEN SPACE

763982		6' HIGH	TEMPORARY CHAIN LINK FENCING TO BE INSTALLED PRIOR TO THE START OF CONSTRUCTION	TRACT 2	ENTIRE PERIMETER	/	/	/	/
763982			PERMANENT OPEN SPACE SMOOTH WIRE FENCE, TO BE INSTALLED PRIOR TO LAND TRANSFER TO CITY INCLUDING NECESSARY ACCESS GATES	TRACT 2	ENTIRE PERIMETER EXCEPT WHERE LOT BLOCK WALL PRESENT AND SOUTHEAST TRACT BOUNDARY ADJACENT TO TRACT 6, UNIT 1	/	/	/	/
763982			REVEGETATION OF ANY DISTURBED LAND PRIOR TO LAND TRANSFER TO CITY	TRACT 2		/	/	/	/

SIA  
Sequence #

COA DRC  
Project #

Size

Type of Improvement

Location

From

To

Private  
Inspector

City  
Inspector

City Cnet  
Engineer

763982		PUBLIC STORM DRAIN IMPROVEMENTS 24" - 36" DIA ✓ RCP W/ MH & INLETS	QUITA MESA STREET	ABERTO VISTA CIRCLE	EX 54" RCP SD, TRACT A VISTA VIEJA UNIT 4	/	/	/
763982		0.8 ac-ft ✓ DETENTION POND W/ AGREEMENT AND COVENANT	TRACT 1	ESPACIO VERDE ROAD	PIEDRA LUMBRE ROAD	/	/	/
763982		TRAINING DIKES ✓	NORTHSOUTH SIDE MIDDLE BRANCH BOCA NEGRA ARROYO	EXISTING UPSTREAM GABBRON BASKET	PRUDENT LINE	/	/	/
763982		DIVERSION BERM ✓ W/ AGREEMENT AND COVENANT	QUIVARA ROAD	380' SOUTH OF VILLA REAL ROAD INTERSECTION	40' SOUTH OF VILLA REAL ROAD INTERSECTION	/	/	/
		NOTE: CERTIFICATION OF THE GRADING AND DRAINAGE PLAN IS REQUIRED FOR RELEASE OF FINANCIAL GUARANTEES						
763982		PUBLIC WATERLINE IMPROVEMENTS 12" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	QUITA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		12" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ABIERTO VISTA CIRCLE	QUITA MESA STREET	TERRA OSCURA STREET	/	/	/
763982		12" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	TERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		12" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	VILLA REAL ROAD	TERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	QUITA MESA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	GROUNDSEL ROAD VISTA VIEJA UNIT 3	/	/	/
763982		6" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	PIEDRA LUMBRE ROAD	/	/	/
763982		6" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	PIEDRA LUMBRE ROAD	QUITA MESA STREET	LARGO VISTA STREET	/	/	/
763982		6" DIA ✓ WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET (SOUTH END)	TERRA OSCURA STREET	/	/	/
		PUBLIC SANITARY SEWER IMPROVEMENTS						
763982		10" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	QUITA MESA STREET	GROUNDSEL ROAD VISTA VIEJA UNIT 3	ABIERTO VISTA CIRCLE	/	/	/
763982		10" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	QUITA MESA STREET	TERRA OSCURA STREET	/	/	/
763982		10" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	TERRA OSCURA STREET	ABIERTO VISTA CIRCLE	VILLA REAL ROAD	/	/	/
763982		10" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	VILLA REAL ROAD	TERRA OSCURA STREET	WEST BOUNDARY	/	/	/
763982		8" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	LARGO VISTA STREET	ESPACIO VERDE ROAD (MONTECITO WEST UNIT 1)	LOT 12	/	/	/
763982		8" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	PIEDRA LUMBRE ROAD	QUITA MESA STREET	LOT 13	/	/	/
763982		8" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET	LOT 30	/	/	/
763982		8" DIA ✓ SANITARY SEWER W/ NEC. MHS & SERVICES	ABIERTO VISTA CIRCLE	TERRA OSCURA STREET	LOT 31	/	/	/

AGENT/OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
SCOTT STEFFEN, PE	1/13/2014	Carl S. Dumont	1-15-14
PREPARED BY: PRINT NAME	DATE	PARKS & RECREATION SERVICES	RECREATION
BOHANNAN HUSTON, INC.		AMATCA	
FIRM		City Engineer	1-15-14
SIGNATURE			DATE
MAXIMUM TIME ALLOWED TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION			

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	USER DEPARTMENT	AGENT/OWNER

**SIDEWALK DEFERRAL AGREEMENT**

PROJECT NO. 763982

THIS AGREEMENT is made this 26 day of December, 2014, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P.O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103 and **Pulte Homes of New Mexico, Inc.** ("Subdivider"), whose address is **7601 Jefferson NE Ste 180, Albuquerque, NM 87109** and whose telephone number is **505-341-8524**, a (state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.): **a Michigan corporation**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

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

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

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

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

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



THEREFORE, the City and the Subdivider agree:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

CITY OF ALBUQUERQUE:

By [signature]: *Garret Price*  
Name [print]: Garret Price  
Title: VP Land  
Dated: 11/8/14

By: *Shahab Biazar*  
*for* Shahab Biazar  
Dated: December 26, 2014

*12-23-14*

SUBDIVIDER'S NOTARY

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

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



Polly E Lydens  
Notary Public

My Commission Expires: October 18, 2015

CITY'S NOTARY

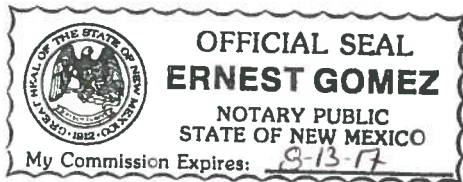
STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO)

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

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 8-13-17



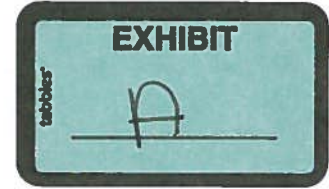
**EXHIBIT A ATTACHED**  
**[POWER OF ATTORNEY ATTACHED IF SUBDIVIDER**  
**IS NOT THE OWNER OF THE SUBDIVISION]**

# Exhibit A



## OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE  
PLANNING DEPARTMENT  
DEVELOPMENT REVIEW BOARD



January 15, 2014

### Project# 1009506

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

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

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

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

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

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

### CONDITIONS:

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

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

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

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

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

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

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

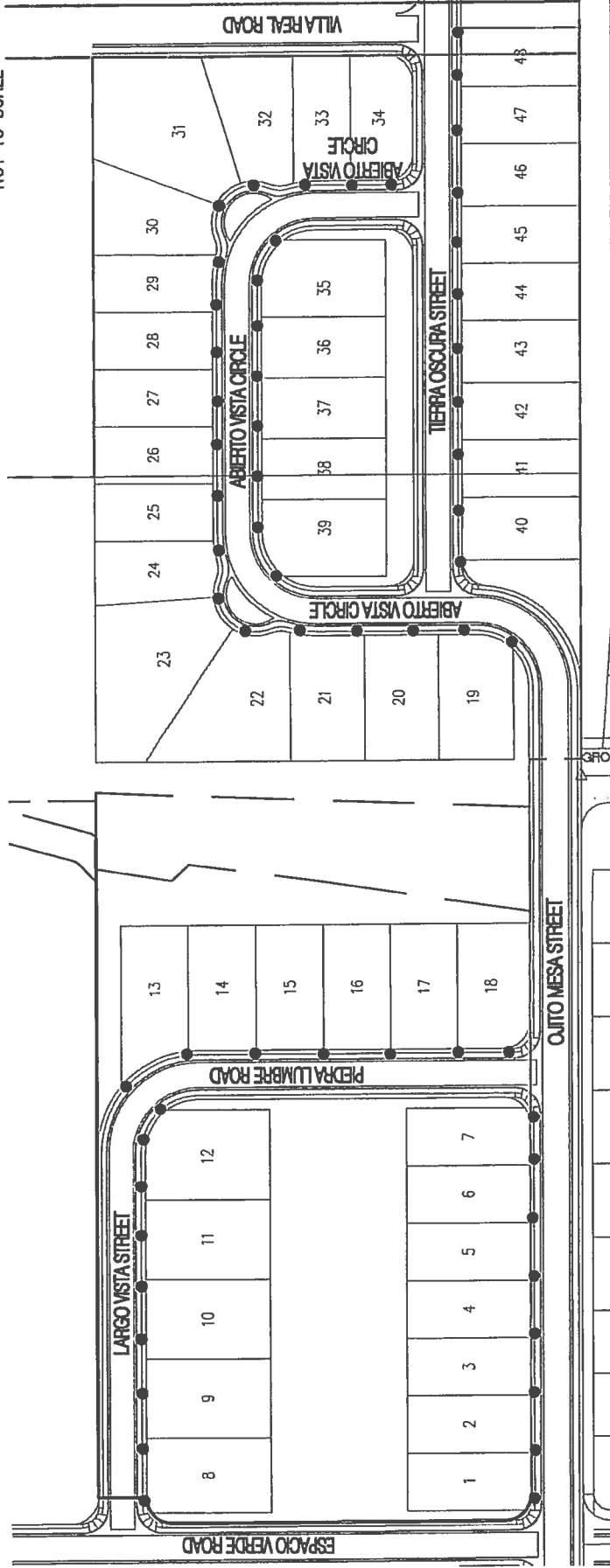
You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

  
Jack Cloud, DRB Chair

Cc: BOHANNAN HUSTON INC  
file



NOT TO SCALE



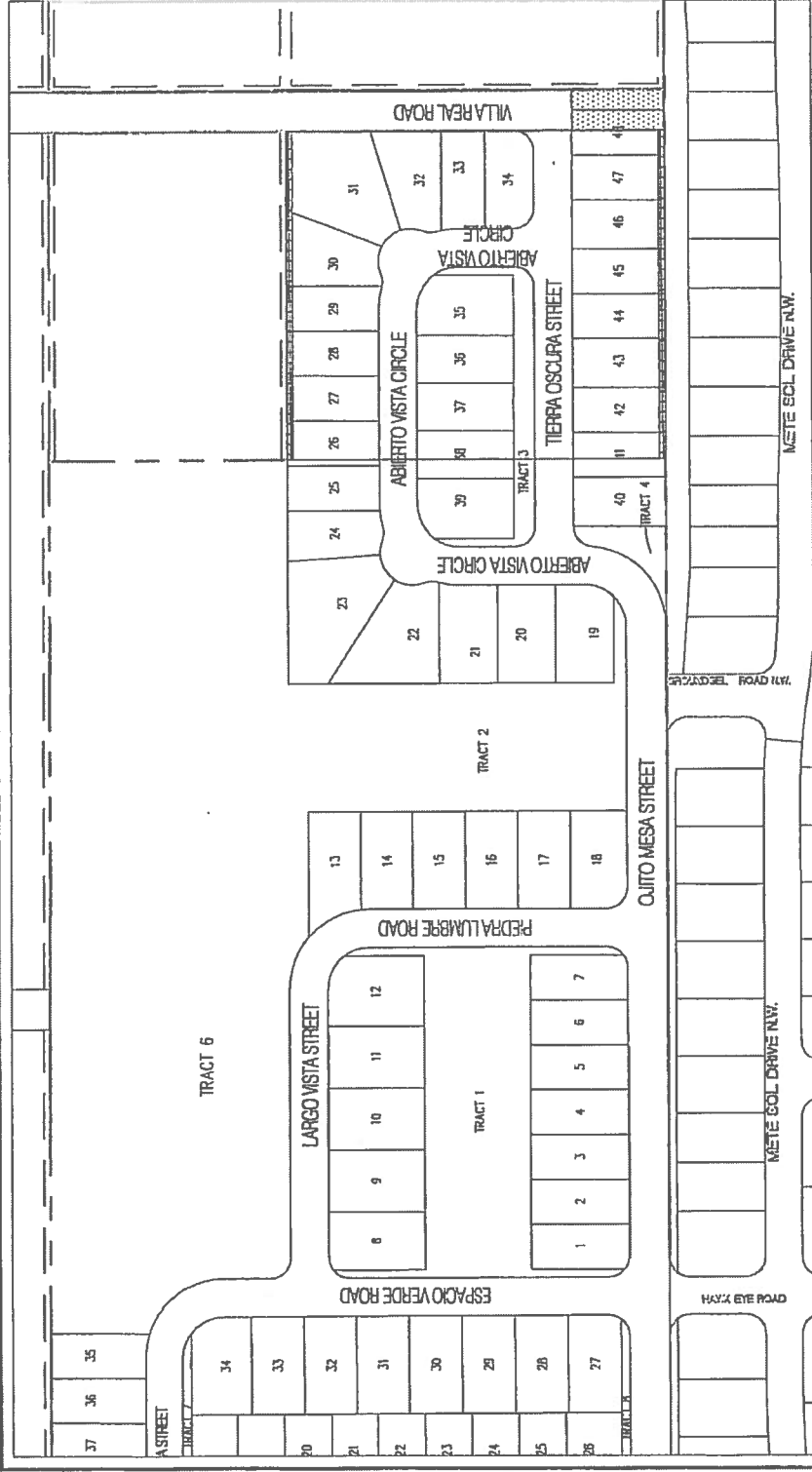
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DEFERRED sidewalks to be built on a lot-by-lot basis as home construction is completed. The deferral is requested to reduce damage to sidewalks due to building construction activities.

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





NOT TO SCALE



**EXHIBIT "C"**  
**Montecito West Unit 2**  
**VACATION EXHIBIT**  
**11/08/2013**

**Bohannon**  **Huston**

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

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

