



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	Policy Decisions
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Site Plan – DRB (Form P2)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input checked="" type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION		
Applicant: Pulte Development of New Mexico		Phone: 505-341-8591
Address: 7601 Jefferson St NE		Email: kevin.patton@pultegroup.com
City: Albuquerque	State: NM	Zip: 87109
Professional/Agent (if any): Bohannan Huston, Inc.		Phone: 505-823-1000
Address: 7500 Jefferson St NE		Email: ypadilla@bhinc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List <u>all</u> owners:	

BRIEF DESCRIPTION OF REQUEST
SIA Sidewalk Deferral Extension

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)		
Lot or Tract No.: Del Webb@Mirehaven Phase 1 (Rpl of Tcts N-2-A & N-2-F pf Watershed Subdivision)	Block:	Unit:
Subdivision/Addition: Mirehaven Subdivision	MRGCD Map No.:	UPC Code:
Zone Atlas Page(s): H-8	Existing Zoning: PC	Proposed Zoning: No Change
# of Existing Lots: 0	# of Proposed Lots: 0	Total Area of Site (acres):

LOCATION OF PROPERTY BY STREETS		
Site Address/Street: Mirehaven Parkway	Between: Mirehaven Arroyo	and: Tract N-2-B-1 & Tract N-2-B-2

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)
10006864

Signature: <i>Yolanda Padilla Moyer</i>	Date: 6/12/18
Printed Name: Yolanda Padilla Moyer	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

FOR OFFICIAL USE ONLY		
Case Numbers	Action	Fees
-		
-		
-		
Meeting/Hearing Date:	Fee Total:	
Staff Signature:	Date:	Project #

FORM V: Vacations of Easements or Right-of-way and Variances – DRB

Please refer to the DRB case schedules for meeting / hearing dates and deadlines. Your attendance is required.

A single PDF file of the complete application including all plans and documents being submitted must be emailed to PLNDRS@cabq.gov prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD.

VARIANCE – DRB Requires Public Hearing

- Proof of Neighborhood Meeting per IDO Section 14-16-6-4(B)
- Scale drawing showing the location of the proposed variance or waiver, as applicable (7 copies, not to exceed 8.5" by 14")
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(L)(3), compliance with the DPM, and all improvements to be waived, as applicable
- If the request is based on a bulk land transfer, an application for Subdivision of Land – Minor shall be filed concurrently with the variance request and notice shall be provided on that plat regarding the applicant's agreement that building permits shall not be issued before further action by the DRB.
- Zone Atlas map with the entire site clearly outlined and labeled
- Required notices with content per IDO Section 14-16-6-4(K)(6)
 - Office of Neighborhood Coordination notice inquiry response and proof of emailed notice to affected Neighborhood Association representatives

VACATION OF PRIVATE EASEMENT Requires Public Hearing

VACATION OF PUBLIC EASEMENT OR RIGHT-OF-WAY – DRB Requires Public Hearing

VACATION OF PUBLIC EASEMENT OR RIGHT-OF-WAY – COUNCIL Requires Public Hearing

- Proof of Neighborhood Meeting per IDO Section 14-16-6-4(C)
- Copy of the complete document which created the easement(s) (7 copies, folded)
Not required for City owned public right-of-way.
- Drawing showing the easement or right-of-way to be vacated (7 copies, not to exceed 8.5" by 11")
- If easements, list number to be vacated _____
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(K)(3)
- Letter of authorization from the property owner if application is submitted by an agent
- Zone Atlas map with the entire site clearly outlined and labeled
- Required notices with content per IDO Section 14-16-6-4(K)(6)
 - Office of Neighborhood Coordination notice inquiry response, notifying letter, and proof of first class mailing
 - Proof of emailed notice to affected Neighborhood Association representatives
 - Buffer map and list of property owners within 100 feet (excluding public rights-of-way), notifying letter, and proof of first class mailing
- Sign Posting Agreement (not required for easements if IDO Section 14-16-6-6(K)(2)(a) is satisfied)


The vacation must be shown on a DRB approved plat recorded by the County Clerk within one year, or it will expire.

TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

EXTENSION OF THE IIA FOR TEMPORARY DEFERRAL OF SIDEWALK CONSTRUCTION

- Drawing showing the sidewalks subject to the proposed deferral or extension (7 copies, not to exceed 8.5" by 14")
- Zone Atlas map with the entire site clearly outlined and labeled
- Letter describing, explaining, and justifying the deferral or extension

I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.

Signature:	Date:	
Printed Name:	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent	
FOR OFFICIAL USE ONLY		
Project Number:	Case Numbers	
	-	
	-	
	-	
Staff Signature:		
Date:		

June 11, 2018

www.bhinc.com

Ms. Kym Dicome, Chair
Development Review Board
City of Albuquerque
600 2nd Street NW
Albuquerque, New Mexico 87103

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Re: Subdivision Improvements Agreement Deferred Sidewalk Extension
Del Webb @ Mirehaven Phase 1 - DRB #1006864

Dear Ms. Dicome:

Submitted for DRB review and approval is a request for an extension to the Deferred Sidewalk Subdivision Improvements Agreement for the above referenced project.

Enclosed is the following information:

- Applications for Development Review
- Deferred Sidewalk Exhibit (7 copies)
- Zone Atlas sheet showing the project area
- Letter briefly describing, explaining, and justifying the request
- Original SIA
- DRB Fee

We are requesting a two (2) year extension and approval of the Deferred Sidewalk Subdivision Improvements Agreement for the infrastructure improvements for the above referenced project (CPN 650383). This extension is due to several homes needing to be built and therefore the deferred sidewalk is not completed.

Please place this item on the DRB agenda to be heard on June 20, 2018. If you have any questions, or require further information, please call me.

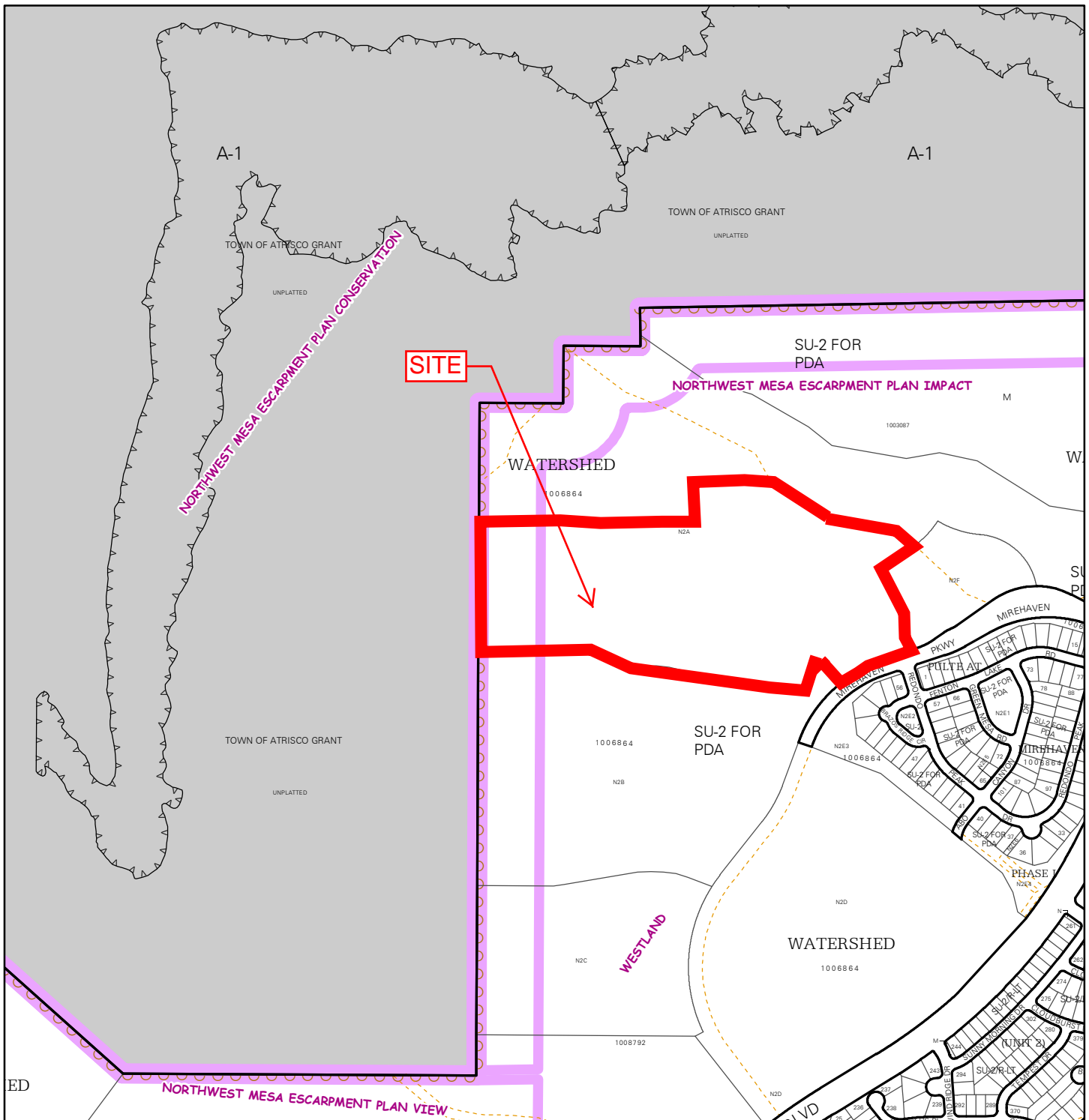
Sincerely,



Yolanda Padilla Moyer, P.E.
Senior Project Manager
Community Development and Planning

YPM
Enclosures

Cc: Kevin Patton, Pulte (w/encl)



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

AGIS
Albuquerque Geographic Information System

Note: Grey Shading Represents Area Outside of the City Limits

Zone Atlas Page:
H-08-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

Map amended through: 9/2/2014

1006864

Figure 12

Nearest Major Streets: Arroyo Vista Blvd and Tierra Pintada Blvd

No. of Lots: 159

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

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 3rd day of June 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"), 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 N-2-A, Watershed Subdivision**, recorded on **October 17, 2013** in Book **2013C**, page **116**, as Document No. **2013115035** in the records of the Bernalillo County Clerk, State of New Mexico (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan Corporation** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **Del Webb @ Mirhaven Phase 1 and Del Webb Model Park Utilities** 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 **May 30, 2016**, ("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. **650383**.

Doc# 2014046187

06/10/2014 03:37 PM Page 1 of 14
AGRE R \$25.00 M Toulouse Oliver, Bernalillo County



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Financial Guaranty: **Surety Bond #CMS278056**
Amount: **\$5,678,554.26**
Name of Financial Institution or Surety providing Guaranty:
RLI Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
May 30, 2016.
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By [Signature]: 

Name [Print]: Garret Price

Title: VP Land

Dated: 5/22/19

CITY OF ALBUQUERQUE

By: 

Shahab Biazar, P.E., Acting City Engineer

Dated: 6/3/14

*re
06/02/2014
5-28-14*

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on this 22 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.



Pomy 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 this 3RD day of June, 20 14, by Shahab Biazar, P.E., Acting City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Linda C Evans
Notary Public

My Commission Expires: 10-17-16

(SEAL)



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

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: May 22, 2014

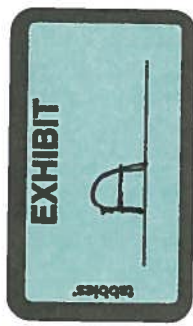
Name [Print]: Garret Price Title: VP Land

The foregoing Power of Attorney was acknowledged before me on 22, May, 2014, by [name of person:] Garret Price, [title or capacity, for instance "President":] VP of Land of [Owner:] Pulte Development of New Mexico, Inc., a Michigan corporation on behalf of the Owner.



Perry E. Lydens
Notary Public

My Commission Expires: Oct 18, 2015



650383

Current DRC Project #

Date Submitted: 2/12/2014
 Date Site Plan Approved: 9/11/2013
 Date Preliminary Plat Approved: 2-11-13
 Date Preliminary Plat Expires: 2-12-13
 DRB Project No. 1006864

Figure 12

INFRASTRUCTURE LIST

EXHIBIT "A"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST
 DEL WEBB AT MIREHAVEN PHASE 1
 (TRACT N-2-A, WATERSHED)

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for this 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 apparatus or non-essential 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 apparatus or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantee. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which 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 Cnst Engineer
650381		12" DIA (4W) & 10" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	MIREHAVEN PARKWAY (PUBLIC ROW)	TERRA PINTADA BLVD	REDONDO PEAK DR (3WR) & DEL WEBB BLVD (BOTH)	/	/	/
650381		8" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	MIREHAVEN PARKWAY (PUBLIC ROW)	REDONDO PEAK DRIVE	150' SOUTH OF DEL WEBB BLVD	/	/	/
650383		12" DIA (4W) & 10" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	DEL WEBB BLVD	MIREHAVEN PARKWAY	COYOTE CREEK TRAIL	/	/	/
650383		12" DIA (4W)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	DEL WEBB BLVD	COYOTE CREEK TRAIL	CEBOLLA CREEK WAY	/	/	/
650383		8" DIA (4W)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	CEBOLLA CREEK WAY	DEL WEBB BLVD	IRON CREEK LANE	/	/	/
650383		8" DIA (4W)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	CEBOLLA CREEK WAY	IRON CREEK LANE	CEBOLLA CREEK WAY SOUTH TERMINUS	/	/	/
650383		6" DIA (4W)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	GOOSE LAKE TRAIL	DEL WEBB BLVD	IRON CREEK LANE	/	/	/
650383		5" DIA (4W) & 8" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	BEAR LAKE WAY (BOTH 4W & 3WR)	DEL WEBB BLVD COYOTE CREEK TRAIL (3WR)	WILLOW CANYON TRAIL (BOTH 4W & 3WR)	/	/	/
650383		6" DIA (4W)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	IRON CREEK LANE	CEBOLLA CREEK WAY	BEAR LAKE WAY	/	/	/
650383		6" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	COYOTE CREEK TRAIL	DEL WEBB BLVD	BEAR LAKE WAY	/	/	/
650383		6" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	CAVE CREEK LANE	FALLS CREEK TRAIL	BEAR LAKE WAY	/	/	/
650383		6" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	FALLS CREEK TRAIL	CAVE CREEK LANE	WILLOW CANYON TRAIL	/	/	/
650383		6" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	FALLS CREEK TRAIL & PUBLIC WATERLINE EASEMENT	WILLOW CANYON TRAIL	MIREHAVEN PARKWAY	/	/	/
650383		10" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	WILLOW CANYON TRAIL	BEAR LAKE WAY	DEL WEBB BLVD	/	/	/
650383		8" DIA (4W) & 10" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	WILLOW CANYON TRAIL	BEAR LAKE WAY	WILLOW CANYON TRAIL SOUTH TERMINUS	/	/	/
650383		10" DIA (3WR)	WATERLINE W/ REC. VALVES FHS, IJJS & RJS	WILLOW CANYON TRAIL	BEAR LAKE WAY	WILLOW CANYON TRAIL SOUTH TERMINUS	/	/	/

NOTE: THE ABOVE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	PUBLIC EASEMENT OR ROW VIA TRACT N-2-E	MIREHAVEN PARKWAY & DEL WEBB BLVD INTERSECTION	TIERRA PINTADA BLVD	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	DEL WEBB BLVD	MIREHAVEN PARKWAY	CEBOLLA CREEK WAY	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	CEBOLLA CREEK WAY	CEBOLLA CREEK WAY SOUTH TERMINUS	DEL WEBB BLVD	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	GOOSE LAKE TRAIL	LOT 81	DEL WEBB BLVD	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	IRON CREEK LAKE	LO 112	BEAR LAKE WAY	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	BEAR LAKE WAY	IRON CREEK LAKE	DEL WEBB BLVD	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	BEAR LAKE WAY	LOT 121	WILLOW CANYON TRAIL	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	COYOTE CREEK TRAIL	LOT 47	DEL WEBB BLVD	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	CAVE CREEK LAKE	LOT 40	FALLS CREEK TRAIL	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	FALLS CREEK TRAIL	CAVE CREEK LAKE	WILLOW CANYON TRAIL	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	FALLS CREEK TRAIL	FALLS CREEK TRAIL EAST CUL DE SAC TERMINUS	WILLOW CANYON TRAIL	/	/	/
650383		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	WILLOW CANYON TRAIL	WILLOW CANYON TRAIL SOUTH TERMINUS	DEL WEBB BLVD	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
650383		48-54" DIA	PUBLIC STORM DRAIN IMPROVEMENTS VIA A PUBLIC SD TERM DRAIN EASEMENT W/IN HOA TRACT N-2-A-1 UNLESS NOTED; PRIVATE STREETS/ RCP W/ NEC. MHS, LATERALS & INLETS	DEL WEBB BLVD	MIREHAVEN PARKWAY LOW POINT	WILLOW CANYON TRAIL	/	/	/
650383		48-54" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	WILLOW CANYON TRAIL	MIREHAVEN ARROYO	WILLOW CANYON TRAIL SOUTH TERMINUS	/	/	/
650383		48" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	PUBLIC SD EASEMENT ON TRACTS N-2-A-1 & N-2-A-17	MIREHAVEN ARROYO	DEL WEBB BLVD	/	/	/
650383		18-48" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	DEL WEBB BLVD	PUBLIC SD EASEMENT ON TRACTS N-2-A-1 & N-2-A-17	CEBOLLA CREEK WAY	/	/	/
650383		18-30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	CEBOLLA CREEK WAY	LOT 100 / 101 PL CEBOLLA CREEK WAY	DEL WEBB BLVD	/	/	/
650383		18-24" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	BEAR LAKE WAY & COYOTE CREEK TRAIL	W/IN 100 FEET OF THE INTRSECTN OF DEL WEBB BLVD	DEL WEBB BLVD	/	/	/
650381		70-100" WIDE	NECESSARY ARROYO CHANNEL IMPROVEMENTS W/ SD STUBS & INLETS	PUBLIC SD EASEMENT ON TRACTS N-2-A-1	TIERRA PINTADA BLVD	WEST BDRY OF TRACTS N-2-A-1	/	/	/
650381		5' CHANNEL	A FEMA LETTER OF MAP REVISION IS REQUIRED; A SPECIFIED FINANCIAL GUARANTY AMOUNT OF \$50,000 IS REQUIRED UNTIL AN APPROVED LOWER IS PROVIDED BY FEMA FOR THE MIREHAVEN ARROYO.	5 FT WIDE PCC PRIVATE DRAINAGE CHANNEL W/IN TRACT N-2-A-2 & N-2-A-4 FROM LOT 107 TO THE MIREHAVEN ARROYO			/	/	/
		NOTE:	PRIVATE FACILITIES COVENANT FOR 5 FT WIDE PCC PRIVATE DRAINAGE CHANNEL W/IN TRACT N-2-A-2 & N-2-A-4				/	/	/
			A MAINTENANCE AGREEMENT & EASEMENT IS REQUIRED FOR THE MIREHAVEN ARROYO.				/	/	/
			GRADING & DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEE.				/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
			PUBLIC ROADWAY IMPROVEMENTS - ON-SITE.						
650381		22' F-F (W/B) 32' F-F (EB) 12' MEDIAN	RESIDENTIAL PAVING W/ PCC CURB & GUTTER; 10" N SIDE & 4" S SIDE PCC SIDEWALK* & 6" BIKE LANE ON BOTH SIDES	MIREHAVEN PARKWAY (Major Local)	TIERRA PINTADA BLVD	220 FT WEST OF TIERRA PINTADA BLVD	/	/	/
650381		22' F-F (W/BEB) MEDIAN WIDTH VARIES (±10)	RESIDENTIAL PAVING W/ PCC CURB & GUTTER; 10" WIDE PCC SIDEWALK* N SIDE ONLY 6" BIKE LANE ON BOTH SIDES	MIREHAVEN PARKWAY (Major Local)	220 FT WEST OF TIERRA PINTADA BLVD	220 FT NORTH DEL WEBB BLVD	/	/	/
650381		32' F-F (W/B) 22' F-F (EB) 8' MEDIAN	RESIDENTIAL PAVING W/ PCC CURB & GUTTER; 10" WIDE PCC SIDEWALK* N SIDE ONLY 6" BIKE LANE ON BOTH SIDES	MIREHAVEN PARKWAY (Major Local)	220 FT NORTH DEL WEBB BLVD	DEL WEBB BLVD	/	/	/
650381		22' F-F (W/BEB) 8' MEDIAN	RESIDENTIAL PAVING W/ PCC CURB & GUTTER; 10" WIDE PCC SIDEWALK* N SIDE ONLY 6" BIKE LANE ON BOTH SIDES	MIREHAVEN PARKWAY (Major Local) (w/ jersey & type 3 barricades) (± s. side of Redondo Peak)	DEL WEBB BLVD	MIREHAVEN PARKWAY TRACT N-2-E-3 S BDRY	/	/	/
650383		22' F-F (OUT) 20' F-F (IN) MEDIAN VARIES	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	DEL WEBB BLVD (TRACT N-2-A-3; PRIVATE ST) (Normal Local Residential)	MIREHAVEN PARKWAY	WILLOW CANYON TRAIL	/	/	/
650383		32' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	DEL WEBB BLVD (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	WILLOW CANYON TRAIL	COYOTE CREEK TRAIL	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	DEL WEBB BLVD (TRACT N-2-A-3; PRIVATE ST)	COYOTE CREEK TRAIL	CEBOLLA CREEK WAY	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	CEBOLLA CREEK WAY (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	DEL WEBB BLVD	CEBOLLA CREEK WAY SOUTH TERMINUS	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	GOOSE LAKE TRAIL (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	DEL WEBB BLVD	IRON CREEK LANE	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	BEAR LAKE WAY (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	DEL WEBB BLVD	WILLOW CANYON TRAIL	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	IRON CREEK LANE (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	CEBOLLA CREEK WAY	BEAR LAKE WAY	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	COYOTE CREEK TRAIL (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	DEL WEBB BLVD	BEAR LAKE WAY	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	CAVE CREEK LANE (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	BEAR LAKE WAY	FALLS CREEK TRAIL	/	/	/
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK* ON BOTH SIDES	FALLS CREEK TRAIL (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	CAVE CREEK LANE	WILLOW CANYON TRAIL	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
650383		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK* ON BOTH SIDES	FALLS CREEK TRAIL (TRACT N-2-A-3; PRIVATE ST) (Access Local Residential)	WILLOW CANYON TRAIL	FALLS CREEK TRAIL EAST CUL DE SAC TERMINUS	/	/	/
650383		15' F-F (NB/SB) 4' MTBL MEDIAN	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK* ON BOTH SIDES	WILLOW CANYON TRAIL (TRACT N-2-A-3; PRIVATE ST) (Normal Local Residential)	NORTH BDRY OF LOT 159	WILLOW CANYON TRAIL SOUTH TERMINUS	/	/	/
650383		12' WIDE LT TURN LANE	ARTERIAL PAVING W/ PCC MEDIAN C&G; R/W & DISPS OF EXISING C&G	TIERRA PINTADA BLVD (Minor Arterial)	MIREHAVEN PARKWAY	150 FT SOUTH OF MIREHAVEN PARKWAY	/	/	/
650383		8' WIDE TRAIL	PCC TRAIL*	TRACT N-2-A-8	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL	/	/	/
650383		8' WIDE TRAIL	PCC TRAIL*	TRACT N-2-A-9	BEAR LAKE WAY	DEL WEBB BLVD	/	/	/
650383		8' WIDE TRAIL	ASPHALT OR CRUSHER FINE TRAIL*	TRACTS N-2-A-1 & N-2-A-2	TRACT N-2-A-4	MIREHAVEN PARKWAY	/	/	/
650383		10' WIDE TRAIL	ASPHALT OR CRUSHER FINE TRAIL*	TRACT N-2-A-4	TRACT N-2-A-2	S. BDRY OF TRACT N-2-A-4	/	/	/

NOTE: A STREETSCAPE AGREEMENT BTWN THE CITY & DEVELOPER IS REQUIRED FOR LANDSCAPING W/IN PUBLIC ROW. STREET LIGHTS WHERE REQUIRED PER THE COA DPM.

*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS
 *SIDEWALK TO BE WAIVED ON THE SOUTH SIDE OF MIREHAVEN PARKWAY EXCEPT AS NOTED.
 **PROVIDE // INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC
 *SIDEWALK TO BE WAIVED ALONG DEL WEBB BLVD AND TO BE FINANCIALLY GUARANTEED WITH FUTURE PLATTING

AGENT/TOWNER: _____

PREPARED BY: KEVIN G. PATTON, P.E. DATE: 2-12-14

FRM: BOHANNAN HUSTON INC. SIGNATURE: *Kevin G. Patton* DATE: 2-12-14

AMAFCA: CITY ENGINEER SIGNATURE: *Kevin G. Patton* DATE: 2-12-14

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS:

DRB CHAIR: *[Signature]* DATE: 2-12-14

TRANSPORTATION DEVELOPMENT: *[Signature]* DATE: 2/12/14

AGENCY: PARKS & RECREATION SERVICES Recreation code

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT/TOWNER
1	2-12-14	<i>[Signature]</i>	Allen Yester	ABCLAWA

FIGURE 16

**SUBDIVISION BOND
(PROCEDURE B)**

Bond No. CMS278056

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we Pulte Homes of New Mexico, Inc., a Michigan Corporation, 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", are held and firmly bound unto the CITY OF ALBUQUERQUE ("City") in penal sum of five million six hundred seventy eight thousand five hundred fifty four and 26/100 Dollars, (\$5,678,554.26), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's 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 Del Webb at Mirehaven, Phase 1 ("Subdivision"), City Project No. 650383; 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 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 – water, sewer, paving ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Pulte Homes of New Mexico, Inc., a Michigan Corporation and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, 6/10/2014 as Document Number 2014046187 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, all on or before [Construction Completion Deadline established in Agreement or as amended:] May 30, 2016. (“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.

IN WITNESS WHEREOF, this bond has been executed 20th day of May, 2014.

SUBDIVIDER

By [signature:]  _____
Name: Bryce Langen
Title: Assistant Treasurer
Dated: May 20, 2014

SURETY

By [signature:]  _____
Name: Robert Porter
Title: Attorney-in-Fact
Dated: May 20, 2014

*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:
Bruce E Robinson, Collette R. Tripp, Suzanne Treppa, Robert Porter, David J. Furstenberg, Brien O'Meara, James Ossowski, James Zeumer and D. Bryce Langen, jointly or severally

in the City of Bloomfield Hills, State of Michigan 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 10th day of December, 2013.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 10th day of December, 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 20th day of May, 2014.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President




0250773020212

ACKNOWLEDGEMENT BY PRINCIPAL

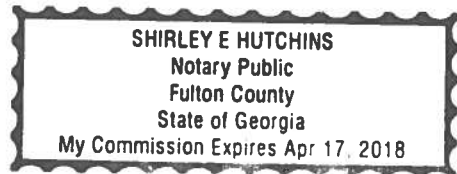
STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

On this 20th day of May, 2014, before me, the undersigned authorized employee, personally appeared Bryce Langen who acknowledges himself to be Assistant Treasurer of Pulte Homes of New Mexico, Inc., a Michigan Corporation, and as such employee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and official seal.



Shirley E. Hutchins, Notary Public
Fulton County
State of Georgia
My Commission Expires: April 17, 2018



ACKNOWLEDGEMENT BY SURETY


STATE OF GEORGIA)

)ss.

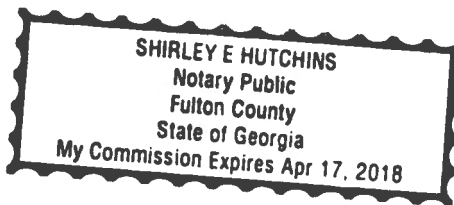
COUNTY OF FULTON)

On this 20th Day of May, 2014, before me, a Notary Public in and for said State, personally Robert Porter who acknowledges himself to be Attorney-in-Fact for RLI Insurance Company, to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

WITNESS my hand and official seal.



Shirley E. Hutchins, Notary Public
Fulton County
State of Georgia
My Commission Expires: April 17, 2018



FINANCIAL GUARANTY AMOUNT

05/02/2014

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

Project Description:

Project ID #: 650383, Del Webb @ Mirehaven Phase 1, Phase/Unit #: 1

Requested By: **Brian Patterson, BHI**

Approved estimate amount:		\$3,554,033.20
Contingency Amount:	10.00%	\$355,403.34
Subtotal:		\$3,909,436.52
NMGRT	7.00%	\$273,660.56
Subtotal:		\$4,183,097.08
Engineering Fee	6.60%	\$276,084.41
Testing Fee	2.00%	\$83,661.94
Subtotal:		\$4,542,843.41
FINANCIAL GUARANTY RATE		1.25
Retainage Amount:		\$.00
TOTAL FINANCIAL GUARANTY REQUIRED		<u>\$5,678,554.26</u>

APPROVAL:

DATE:

A Woodall

5/2/14

Notes: 10% Contingency, Plans And Final Estimate Have Not Been Approved; Requires Mirehaven Arroyo Maintenance Agreement, Streetscape Agreement, And G & D Cert Prior To Release Of FG,

1006864

Figure 19

Nearest Major Streets: Arroyo Vista Blvd and Tierra Pintada Blvd

No. of Lots: 159

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 650383

THIS AGREEMENT is made this 3RD day of June, 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) Tract N-2A Watershed Subdivision, recorded on (Date) October 17, 2013, in Book 2013C, page 116, as Document No. 2013115035 in the records of the Bernalillo County Clerk, State of New Mexico..

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:) Del Webb @ Mirehaven Phase 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 **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 #CMS278055
Amount: \$238,128.09
Name of Financial Institution or Surety providing Guaranty:
RLI Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline): May 30, 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 Development of New Mexico,
Inc., a Michigan corporation

By [signature]: 

Name [print]: Garret Price

Title: VP Land

Dated: 5/22/14

CITY OF ALBUQUERQUE:

By: 

Shahab Biazar, Acting City Engineer

Dated: 6/3/14

rl
06/02/2014
5-28-14

SUBDIVIDER'S NOTARY

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

This instrument was acknowledged before me on 22 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 June, 2014 by Shahab Biazar, Acting City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.



Linda C 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.

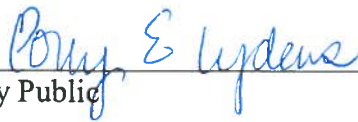
OWNER: Pulte Homes of New Mexico, Inc., a Michigan corporation

By [Signature:]:  Dated: May 22, 2014

Name [Print]: Garret Price Title: VP Land

The foregoing Power of Attorney was acknowledged before me this 22 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.




Notary Public

My Commission Expires: October 18, 2015

Exhibit A



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

February 12, 2014

Project# 1006864

13DRB-70808 - PRELIMINARY PLAT
13DRB-70809 - SIDEWALK VARIANCE
13DRB-70810 - SIDEWALK WAIVER
13DRB-70811 - SUBDIVISION DESIGN VARIANCE/ MIN DPM STANDARDS
14DRB-70010 - EPC APPROVED SDP FOR SUBDIVISION


BOHANNAN HUSTON INC and CONSENSUS PLANNING agents for WESTERN ALBUQUERQUE LAND HOLDINGS and PULTE HOMES request the referenced/ above actions for Tract N-2-A, WATERSHED SUBDIVISION zoned SU-2/ PDA, located west of TIERRA PINTADA BLVD NW between ARROYO VISTA BLVD NW and WEST CREEK PL NW containing approximately 84.7. (H-8) [deferred from 1/22/14, 2/5/14]

At the February 12, 2014 Development Review Board meeting, the Site Plan for Subdivision was approved. With the signing of the infrastructure list dated 2/12/14, and with the Grading and Drainage plan approved for Preliminary Plat, engineer stamp dated 2/7/14, the preliminary plat was approved. Sidewalk Variances for Temporary Deferral of Sidewalk Construction, and Waiver of Sidewalks to be financially guaranteed with future platting, were approved as shown on the Sidewalk Waiver Exhibit in the planning file. Subdivision Design Variances from minimum DPM design standards for the median in Willow Canyon Trail, the centerline radius in Falls Creek Trail, and 159 lots on a single access were approved based on the approved Site Development Plan for Subdivision and the request letter in the planning file.

Please note that a Preliminary Plat approval date is the date of the DRB action plus the 15-day appeal period. The Preliminary Plat approval is effective one year from that date, and if a Final Plat or extension is not completed the Preliminary Plat approval is null and void. (REF: Chapter 14 Article 14 Part 3-4 (E) Revised Ordinance.)

If you wish to appeal this decision, you must do so by February 27, 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
CONSENSUS PLANNING
file

DEL WEBB @ MIREHAVEN PHASE I

SIDEWALK WAIVER EXHIBIT

JANUARY, 2013

DEFERRED Sidewalks are 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.



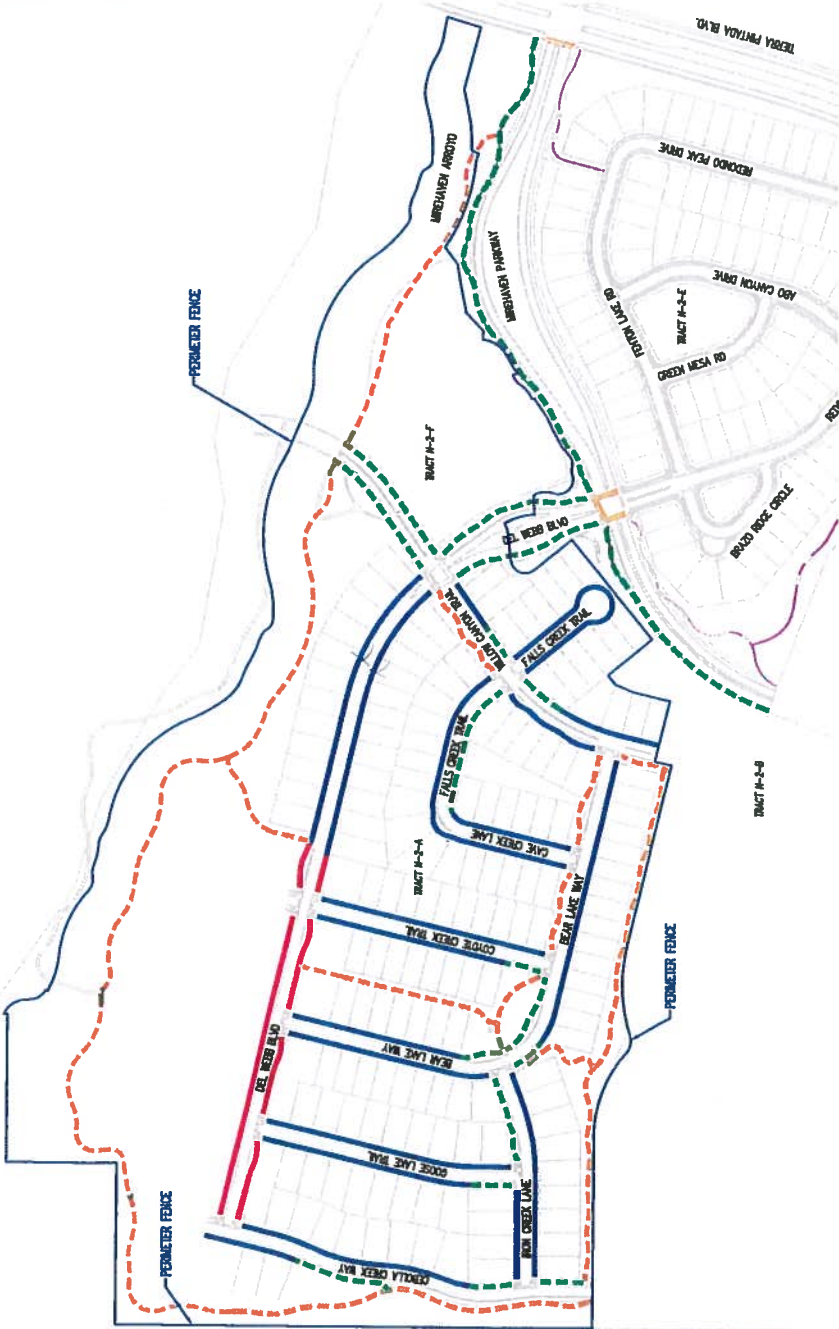
TO BE BUILT - SIDEWALK



TO BE BUILT - TRAIL



WAIVED Sidewalks to be financial guaranteed with future platting.



SCALE: 1" = 500'

FIGURE 16

**SUBDIVISION BOND
(PROCEDURE B)**

Bond No. CMS278055

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we Pulte Homes of New Mexico, Inc., a Michigan Corporation, as "Principal", and RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State Illinois and authorized to do business in the State of New Mexico, as "Surety", are held and firmly bound unto the CITY OF ALBUQUERQUE ("City") in penal sum of two hundred thirty eight thousand one hundred twenty eight and 09/100 Dollars, (\$238,128.09), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City's 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 Del Webb at Mirehaven, Phase 1 ("Subdivision"), City Project No. 650383; 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 installation of various other improvements by the Principal; and

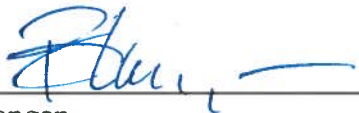
WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: Sidewalk ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between Pulte Homes of New Mexico, Inc., a Michigan Corporation and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on 6-10-2014 as Document Number 2014046188, 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, all on or before [Construction Completion Deadline established in Agreement or as amended:] May 30, 2018 (“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.

IN WITNESS WHEREOF, this bond has been executed 20th day of May, 2014.

SUBDIVIDER

By [signature:]  _____
Name: Bryce Langen
Title: Assistant Treasurer
Dated: May 20, 2014

SURETY

By [signature:]  _____
Name: Robert Porter
Title: Attorney-in-Fact
Dated: May 20, 2014

*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:
Bruce E Robinson, Collette R. Tripp, Suzanne Treppa, Robert Porter, David J. Furstenberg, Brien O'Meara, James Ossowski, James Zeumer and D. Bryce Langen, jointly or severally

in the City of Bloomfield Hills, State of Michigan 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 10th day of December, 2013.



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 10th day of December, 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 20th day of May, 2014.

By: [Signature]
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President




0250773020212

ACKNOWLEDGEMENT BY SURETY

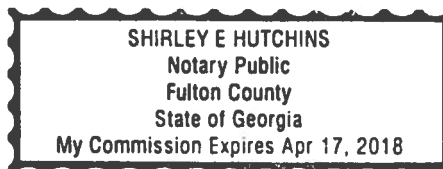
STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

On this 20th Day of May, 2014, before me, a Notary Public in and for said State, personally Robert Porter who acknowledges himself to be Attorney-in-Fact for RLI Insurance Company, to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

WITNESS my hand and official seal.



Shirley E. Hutchins, Notary Public
Fulton County
State of Georgia
My Commission Expires: April 17, 2018



FINANCIAL GUARANTY AMOUNT

05/05/2014

Type of Estimate: Sidewalk Deferral

Project Description:

Project ID #: 650383, Del Webb @ Mirehaven Phase 1, Phase/Unit #: 1

Requested By: **Brian Patterson, BHI**

Approved estimate amount:		\$178,039.69
NMGRT	7.00%	\$12,462.78
Subtotal:		\$190,502.47
125% FINANCIAL GUARANTY RATE		1.25
TOTAL FINANCIAL GUARANTY REQUIRED		\$238,128.09

APPROVAL:

DATE:

J Woodall

5/5/14

Notes: SDWK Deferral

Bernalillo County, NM
One Civic Plaza NW
P.O. Box 542
Albuquerque, NM 87102

Receipt: 0562037

*** REPRINT *** REPRINT *** REPRINT ***

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	14
	Document #2014046187	
	# Of Entries	0
	In Person/Interested Person	false
AGRE	Agreement	\$25.00
	# Pages	9
	Document #2014046188	
	# Of Entries	0
	In Person/Interested Person	false
<hr/>		
Total		\$50.00
Tender (Credit Card)		\$50.00
Paid By PAMELA LUJAN COA		

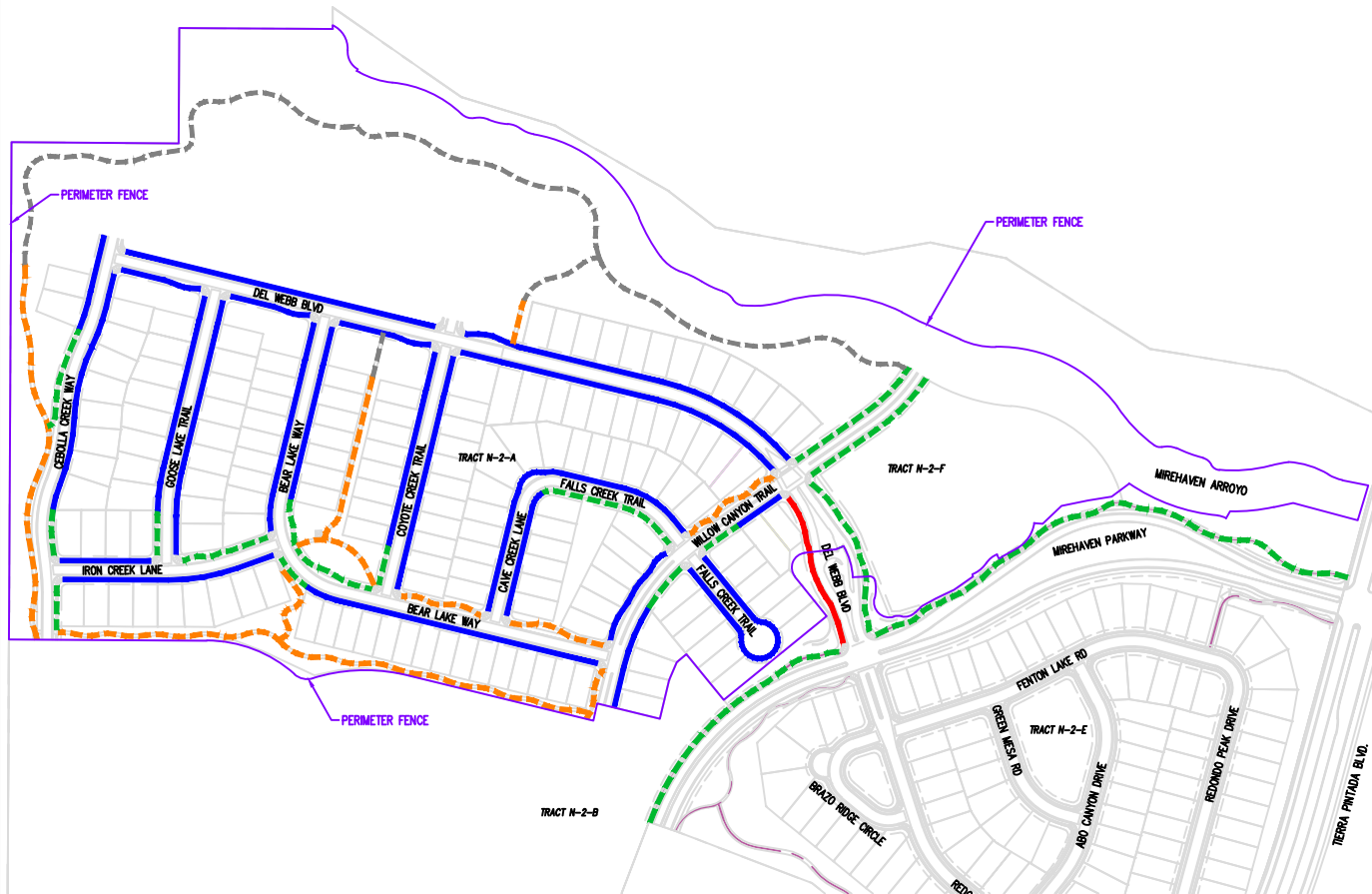
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Thank You!

6/10/14 3:37 PM jusanchez

DEL WEBB @ MIREHAVEN PHASE I

SIDEWALK WAIVER EXHIBIT

JANUARY, 2013



DEFERRED Sidewalks are 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.



TO BE BUILT – SIDEWALK



TO BE BUILT – TRAIL



WAIVED – SIDEWALK



PROPOSED NOW, TO BE BUILT BY SEPARATE PROJECT – TRAIL



SCALE: 1"=500'