



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 checked="" 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 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: Las Ventanas NM, Inc. (T Scott Ashcraft) | | Phone: (505) 362-6824 |
| Address: 8330-A Washington Place NE | | Email: |
| City: Albuquerque | State: NM | Zip: 87113 |
| Professional/Agent (if any): Isaacson & Arfman, PA | | Phone: (505) 268-8828 |
| Address: 128 Monroe Street NE | | Email: asaw@iacivil.com |
| City: Albuquerque | State: NM | Zip: 87108 |
| Proprietary Interest in Site: Developer | List all owners: | |

BRIEF DESCRIPTION OF REQUEST

Approval of Final Plat

SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

| | | |
|--|----------------------------------|------------------------------------|
| Lot or Tract No.: Tract 2A & Portion of Tract 3 | Block: | UPC Code: 101205815151720220 |
| Subdivision/Addition: Kelly Tracts (tbka Bosque Antigua) | MRGCD Map No.: NA | UPC Code: 101205814451620208 |
| Zone Atlas Page(s): H-12 | Existing Zoning: R-A | Proposed Zoning: Same |
| # of Existing Lots: 2 | # of Proposed Lots: 15 & 1 Tract | Total Area of Site (acres): 5.4812 |

LOCATION OF PROPERTY BY STREETS

Site Address/Street: Gabaldon Road SW Between: Mountain Road SW and: I-40

CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.) 1001228; 18DRB-70141;

PR-2018-001327; SI-2018-00062; SD-2018-000S0; VA-2018-000S7; SD-2018-000S1; SD-2019-00013

| | |
|-------------------------------------|---|
| Signature: <i>Asa Nilsson-Weber</i> | Date: 2/15/19 |
| Printed Name: Asa Nilsson-Weber | <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 S2: SUBDIVISION OF LAND – MINOR ACTIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. 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.

A Variance – DRB for the Bulk Transfer of Land requires application on Form V in addition to this FORM S2.

INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS

- Interpreter Needed for Hearing? if yes, indicate language: _____
- Zone Atlas map with the entire site clearly outlined and labeled

SKETCH PLAT REVIEW AND COMMENT

- Scale drawing of the proposed subdivision plat (7 copies, folded)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements, if there is any existing land use (7 copies, folded)
- Letter describing, explaining, and justifying the request

MAJOR SUBDIVISION FINAL PLAT APPROVAL

- Proposed Final Plat (7 copies, 24" x 36" folded)
- Design elevations & cross sections of perimeter walls (3 copies)
- Copy of recorded IIA
- DXF file and hard copy of final plat data for AGIS submitted and approved
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer

MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL

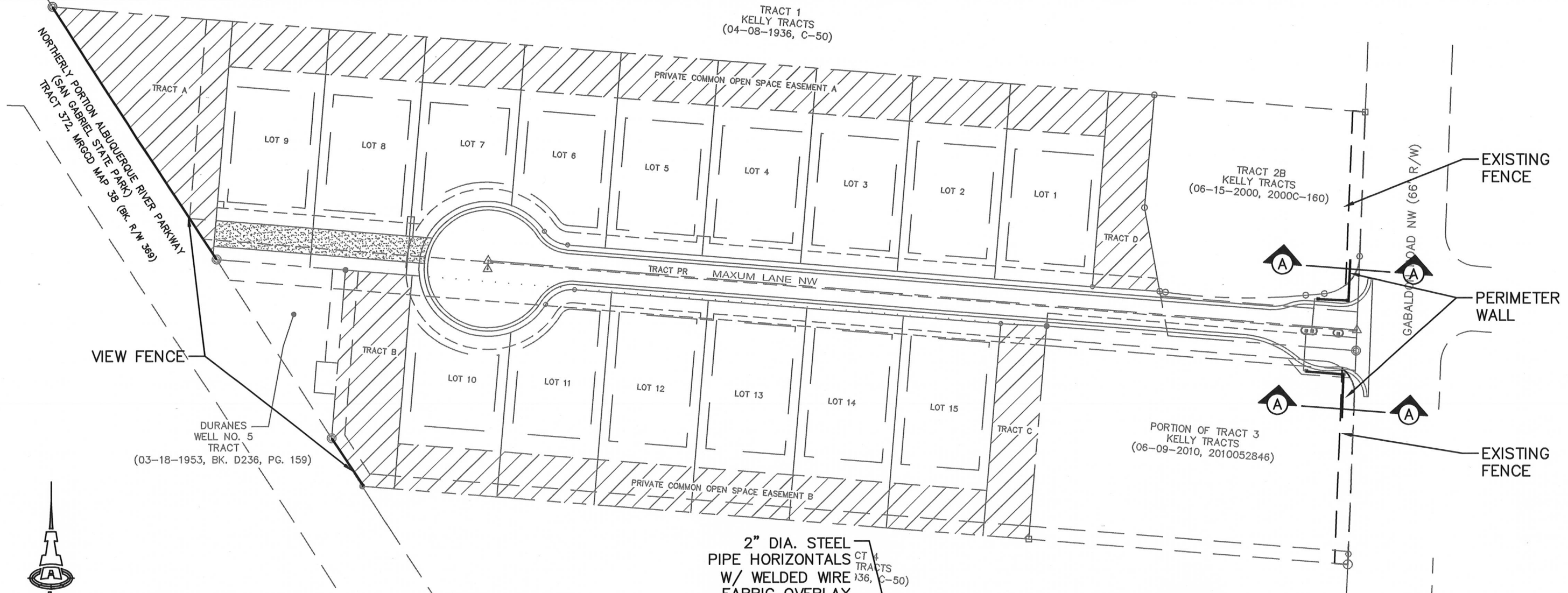
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Cross sections of proposed streets (3 copies, 11" by 17" maximum)
- Site sketch with measurements showing structures, parking, building setbacks, adjacent rights-of-way and street improvements (to include sidewalk, curb & gutter with distance to property line noted) if there is any existing land use (7 copies, folded)
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-6(l)
- Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availability Statement submittal information
- Proposed Infrastructure List, if applicable
- Landfill disclosure and EHD signature line on the Mylar if property is within a landfill buffer
- DXF file and hard copy of final plat data for AGIS submitted and approved

MINOR AMENDMENT TO PRELIMINARY PLAT

- Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded)
- Infrastructure List, if applicable
- Letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)

Note: Any application that does not qualify as a Minor Amendment in IDO Section 14-16-6-4(X) must be processed as a Major Amendment. See Form S1.

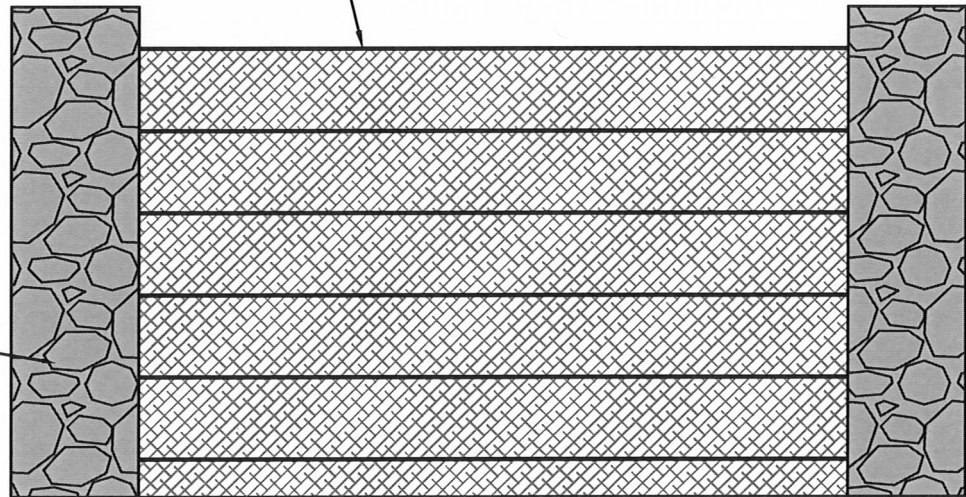
| | |
|--|--|
| <p><i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i></p> | |
| <p>Signature: </p> | <p>Date: 2/15/19</p> |
| <p>Printed Name: Asa Nilsson-Weber</p> | <p><input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent</p> |
| <p>FOR OFFICIAL USE ONLY</p> | |
| <p>Project Number: _____</p> | <p>Case Numbers</p> |
| <p>_____</p> | <p>-</p> |
| <p>_____</p> | <p>-</p> |
| <p>_____</p> | <p>-</p> |
| <p>Staff Signature: _____</p> | |
| <p>Date: _____</p> | |



PERIMETER WALL EXHIBIT

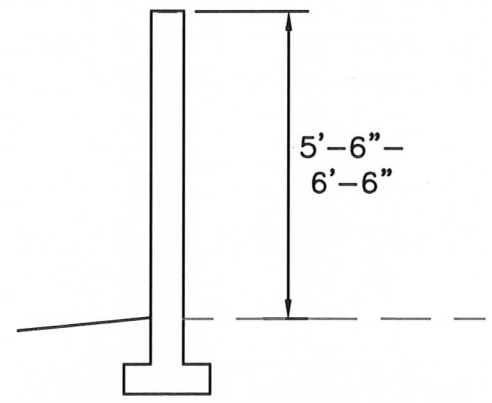
SCALE: 1"=80'

2" DIA. STEEL
PIPE HORIZONTALS
W/ WELDED WIRE
FABRIC OVERLAY



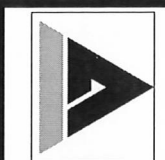
WALL DETAIL

NTS



SECTION A-A

NTS (THROUGH PILASTER)



ISAACSON & ARFMAN, P.A.
Consulting Engineering Associates
Albuquerque, New Mexico
2273 C-701 PERIM WALL.dwg Feb 13, 2019

PROJECT BOSQUE ANTIGUA PR-2018-001327

JOB NO. 2273 BY ANW DATE 07-20-18



A Transmittal From

Isaacson & Arfman, P.A. Consulting Engineering Associates

TO: Madeline Carruthers
Sr. Administrative Assistant
DRC

DATE: February 8, 2019
JOB NO: 2273

FROM: Åsa Nilsson-Weber

REFERENCE: Bosque Antigua - CPN 298889

| | |
|---|---|
| WE ARE SENDING YOU ATTACHED THE FOLLOWING ITEMS: | |
| 1 Original Figure 12 IIA Procedure B | |
| Recording Fee (Check #22998 to City of Albuquerque in the amount of \$25.00 dated 2/8/19) | |
| | |
| | |
| | |
| | |
| | |
| THIS INFORMATION IS TRANSMITTED: | |
| <input type="checkbox"/> As per your request | <input type="checkbox"/> For your files |
| <input checked="" type="checkbox"/> For your review and approval | <input type="checkbox"/> For your use |
| <input type="checkbox"/> For your information | <input type="checkbox"/> Please review and return |
| <input type="checkbox"/> For your attention | <input type="checkbox"/> For return to your files |
| <input type="checkbox"/> For your signature | <input type="checkbox"/> Please advise |
| <input checked="" type="checkbox"/> For recording | <input type="checkbox"/> |
| COMMENTS | |
| <p>RECEIVED FEB 08 2019 DESIGN REVIEW</p> | |

RECEIVED BY: _____

DATE: _____ **TIME:** _____

COPIES TO: _____

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) _____ 20_____, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Las Ventanas NM, Inc. ("Developer"), a New Mexico, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] Corporation, whose address is 8330-A Washington Place NE (City) Albuquerque, (State) NM (Zip Code) 87113 and whose telephone number is (505) 362-6824, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Tract 2A, Kelly Tracts* & a Portion of Tract 3, Kelly Tracts recorded on 04/08/1936 Volume C Folio 50 recorded on *06/15/2000, attached, page/ 160 through ---, as ~~Document No.~~ in Book 2000C in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Las Ventanas NM, Inc. ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Bosque Antigua describing Developer's Property ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, 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 Plan.

2. Improvements and Construction Deadline. The Developer 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 January 28, 2021 ("Construction Completion Deadline"), at no cost to the City. The Improvements are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 298889.

County Clerk's Recording Label

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) 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 Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer 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 Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer 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 Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. 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 Developer 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 Developer 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 | 3.6% |
| | |
| Street Excavation and Barricading Ordinance and street restoration fees | As required per City-approved estimate (Figure 7) |

Note: The Developer 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, and construction surveying of the private Improvements shall be performed by Cartesian Surveys. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer 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 Developer 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 Isaacson & Arfman, PA and inspection of the private Improvements shall be performed by Isaacson & Arfman, PA, 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 Developer 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 Developer 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 Western Technologies, Inc., and field testing of the private Improvements shall be performed by Western Technologies, 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 Developer 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 Developer 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 Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer 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 I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Bond No. [Surety's No.] 655514S
Amount: \$ 348,736.34
Name of Financial Institution or Surety providing Guaranty:
Developers Surety & Indemnity Company
Date City first able to call Guaranty (Construction Completion Deadline):
January 28, 2021
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is: March 28, 2021
Additional information: _____

7. Notice of Start of Construction. Before construction begins, the Developer 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 Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). 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 Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.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 Developer 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.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer 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 Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

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 Developer 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 I.D.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 Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer 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 Developer, its agents,

representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer 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 Developer 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 Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer'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 Developer 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 Developer 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 Developer'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 Developer 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 Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer 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 Developer'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. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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

DEVELOPER: Las Ventanas NM, Inc.

By [Signature]: 

Name [Print]: T. Scott Ashcraft

Title: President

Dated: 2-8-19

CITY OF ALBUQUERQUE

By: _____

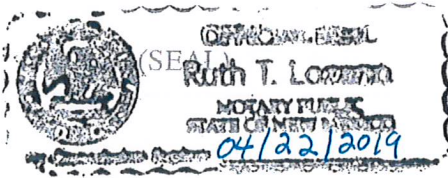
Shahab Biazar, P.E., City Engineer

Dated: _____

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 8th day of February, 2019, by
[name of person:] T. Scott Ashcraft, [title or capacity, for instance,
"President" or "Owner":] President of
[Developer:] Las Ventanas NM, Inc.



Ruth T. Lozano
Notary Public

My Commission Expires: April 22, 2019

CITY'S NOTARY

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

This instrument was acknowledged before me on this _____ day of _____, 20____,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

(SEAL)

Notary Public

My Commission Expires: _____

[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]



FINANCIAL GUARANTY AMOUNT

January 17, 2019

Type of Estimate: SIA Procedure B with FG

Project Description:

Project ID #: 298889 Bosque Antigua

Requested By: Asa Nilsson-Weber

Approved Estimate Amount: \$ 238,142.29

Contingency Amount: 0.00% \$ _____ -

Subtotal: \$ 238,142.29

PO Box 1293

NMGRT: 7.875% \$ 18,753.71

Subtotal: \$ 256,896.00

Albuquerque

Engineering Fee: 6.60% \$ 16,955.14

NM 87103

Testing Fee: 2.00% \$ 5,137.92

Subtotal: \$ 278,989.05

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

Retainage Amount: \$ **348,736.34**

TOTAL FINANCIAL GUARANTY REQUIRED:

APPROVAL:

DATE:

Jan 17, 2019

Notes:

FIGURE 16

**SUBDIVISION BOND
(PROCEDURE B)**

Bond No. [Surety's No:] 655514S

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of subdivider:] Las Ventanas NM, Inc. ("Subdivider") a [state type of business entity, for instance, "New Mexico corporation", "general partnership", "joint venture", "individual", etc.] New Mexico Corporation as "Principal", and [name of surety:] Developers Surety & Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of California 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 [written amount:] Three Hundred Forty-Eight Thousand Seven Hundred Thirty-Six & 34/100 Dollars, ([amount in figures:] \$ 348,736.34), 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 [name of subdivision:] Bosque Antigua ("Subdivision"), City Project No. 298889; 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: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

Water, Sewer, Paving

_____ ("Improvements")

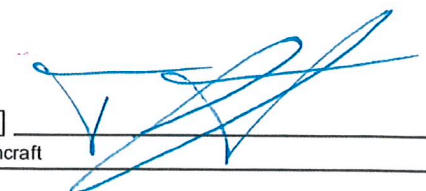
All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between [name of Subdivider:] Las Ventanas NM, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on June 15, 2000 as Document Number Book 2000C, as amended by change orders or amendments to the agreement.

Bond No. [Surety's No:] 655514S


NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] January 28, 20 21. ("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 5th day of February, 20 19.

SUBDIVIDER

By [signature:] 
Name: Scott Ashcraft
Title: President
Dated: February 5, 2019

SURETY

By [signature:] 
Name: Keith Yeager
Title: Attorney in Fact
Dated: February 5, 2019

*NOTE: Power of Attorney for Surety must be attached.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Gabriel A. Portillo, Frederic J. Brennan, William F. Raskob, Keith Yeager, Ryan Brennan, Kathy Yeager, John Hansen, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark Lansdon
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 5th day of February, 2019

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary



INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT

DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

BOSQUE ANTIGUA

PROPOSED NAME OF PLAT

TRACT 2A & PORTION OF TRACT 3, KELLY TRACTS
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

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

| Financially Guaranteed | DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | |
|------------------------|-------|------|--|----------------------------------|--|---|----------------------------|------|
| | | | | | | | Inspector | P.E. |
| | | 6" | WATERLINE Waterline PVC C-900 | 30' SAS & WL Esmt | West End of Easement @ PL | West End of Maximum Ln cul-de-sac | / | / |
| | | 6" | Waterline PVC C-900 | Maxum Ln Tr. PR WL & SAS Esmt | West End of Maxum Ln cul-de-sac | Gabalidon Rd Exst 6" WL | / | / |
| | | 6" | Waterline PVC C-900 | 30' WL & SAS Esmt | West End of 90' SAS & WL Esmt | West End of Maxum Ln | / | / |
| | | 6" | Waterline PVC C-900 | 20' WL Esmt | West End of 30' WL & SAS Esmt | North End of 20' WL Esmt | / | / |
| | | 8" | SANITARY SEWER Sanitary Sewer Line SDR-35 | Maxum Ln Tr. PR WL & SAS Esmt | West End of Maxum Ln cul-de-sac | ~10' East of Lot 1 W. Line | / | / |
| | | 8" | Sanitary Sewer Line SDR-35 | 30' SAS & WL Esmt | West End of Maxum Ln cul-de-sac Exst 8" SAS | Albuquerque River Pkwy Tr. 372 MRGCD Map 38 Exst 8" SAS | / | / |

| Financially Guaranteed DRC # | Constructed Under DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | |
|------------------------------|-------------------------|--------------|---|--|---------------------------|---------------------------|----------------------------|--------------------|
| | | | | | | | Inspector | City Cnst Engineer |
| | | 26'-53"± B-B | PAVING Residential Pavement 20' Min B-B Ingress & 20' Min B-B Egress Medians C&G on Both Sides & at Medians | Maxum Ln | Gabalidon Rd | ~80' West of Gabalidon Rd | / | / |
| | | 26' B-B | DRAINAGE Residential Pavement C&G on Both Sides | Maxum Ln | ~80' West of Gabalidon Rd | Mid Lots 6 & 11 | / | / |
| | | 96' Dia | Residential Pavement C&G on Both Sides | Maxum Ln cul-de-sac | Mid Lots 6 & 11 | West End of cul-de-sac | / | / |
| | | 20' E-E | Base Course Pavement | 30' Access & WL & SAS Esmt | West End of cul-de-sac | West End of Easement | / | / |
| | | | Private Drainage Ponds | Easements A & B | | | / | / |
| | | | Public Drainage Pond Agreement & Covenant | Tr. 2B, Kelly Tracts Public Easement | | | / | / |
| | | | Public Drainage Pond Agreement & Covenant | Portion of Tr. 3, Kelly Tracts Public Easement | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

| Financially Guaranteed DRC # | Constructed Under DRC # | Size | Type of Improvement | Location | From | To | Construction Certification | | Approval of Creditable Items: | City User Dept. Signature | Date |
|---------------------------------|----------------------------|------|---------------------|----------|------|----|----------------------------|--------------------|-------------------------------|---------------------------|------|
| | | | | | | | Inspector | City Crst Engineer | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
Street lights per City requirements.

1. Water infrastructure to include services, valves, fittings, valve boxes, and fire hydrants as required.
2. Sanitary sewer to include manholes and service connections as required.
3. Signage and striping per DRC.
4. Certified grading and drainage and walls for SIA/Financial Release.

AGENT / OWNER

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Åsa Nilsson-Weber

NAME (print)

[Signature] 1-23-19

DRB CHAIR - date

Isaacson & Arfman, P.A.

FIRM

[Signature] 1-27-19

TRANSPORTATION DEVELOPMENT - date

PARKS & RECREATION - date

[Signature] 1-14-19

SIGNATURE - date

[Signature] 1-23-19

UTILITY DEVELOPMENT - date

AMAFCFA - date

[Signature] 1-23-19

CITY ENGINEER - date

CODE ENFORCEMENT - date

DESIGN REVIEW COMMITTEE REVISIONS

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT / OWNER |
|----------|------|-----------|-----------------|---------------|
| | | | | |
| | | | | |
| | | | | |



Ása Weber <asaw@iacivil.com>

FW: PR-2018-001327 - BOSQUE ANTIGUA

1 message

Tim Aldrich <tim.aldrich@comcast.net>
To: Ása Weber <asaw@iacivil.com>
Cc: tscott@lasventanasnm.com

Fri, Feb 8, 2019 at 2:08 PM

From: Bradley, Catherine P. [mailto:cbradley@cabq.gov]
Sent: Friday, February 08, 2019 1:20 PM
To: Tim Aldrich; Planning Plat Approval
Cc: Dicome, Kym
Subject: RE: PR-2018-001327 - BOSQUE ANTIGUA

Tim, your dxf for Bosque Antigua has been approved. This email will notify the DRB office. Have a pleasant weekend.

- Catherine



CATHERINE BRADLEY

gis coordinator

o 505.924.3929

e cbradley@cabq.gov

cabq.gov/planning

From: Tim Aldrich [mailto:tim.aldrich@comcast.net]
Sent: Thursday, February 07, 2019 3:30 PM
To: Planning Plat Approval
Cc: 'Ása Weber'; tscott@lasventanasnm.com
Subject: PR-2018-001327 - BOSQUE ANTIGUA GIS REVIEW

Catherine,

Here is the dxf and pdf files for your review.

Thank you,

Tim Aldrich, PS

Aldrich Land Surveying

505-328-3988

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This message has been analyzed by Deep Discovery Email Inspector.