

# **MAJOR SUBDIVISION FINAL PLAT APPROVAL**

# **PLAT DOCUMENTATION**



**Please check the appropriate box(es) and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application. Please note that these applications are not reviewed in a public meeting.**

SUBDIVISIONS	MISCELLANEOUS APPLICATIONS
<input type="checkbox"/> Major – Preliminary Plat (Forms S & S1)	<input type="checkbox"/> Sidewalk Waiver (Form V2)
<input type="checkbox"/> Major – Bulk Land Plat (Forms S & S1)	<input type="checkbox"/> Waiver to IDO (Form V2)
<input type="checkbox"/> Extension of Preliminary Plat (Form S1)	<input type="checkbox"/> Waiver to DPM (Form V2)
<input type="checkbox"/> Minor Amendment - Preliminary Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Right-of-way (Form V)
<input checked="" type="checkbox"/> Minor - Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Public Easement(s) DHO (Form V)
<input type="checkbox"/> Minor – Preliminary/Final Plat (Forms S & S2)	<input type="checkbox"/> Vacation of Private Easement(s) (Form V)
	<b>APPEAL</b>
	<input type="checkbox"/> Decision of DHO (Form A)

**BRIEF DESCRIPTION OF REQUEST**

Final Plat Approval for Estates at Academy

**APPLICATION INFORMATION**

Applicant/Owner: Pulte Group		Phone: 505-341-9850
Address: 7601 Jefferson St. NE Suite 320		Email: kevin.patton @pultegroup.com
City: Albuquerque	State: New Mexico	Zip: 87109
Professional/Agent (if any): Bohannon Huston, Inc. (Yolanda Padilla Moyer, PE)		Phone: 505-823-1000
Address: 7500 Jefferson St. NE		Email: ypadilla@bhinc.com
City: Albuquerque	State: New Mexico	Zip: 87109
Proprietary Interest in Site:	List <u>all</u> owners:	

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

Lot or Tract No.: Tract A-2 Plat of Tracts A-1 & A-2 Hoffmantown Baptist Churchsite	Block:	Unit:
Subdivision/Addition: Hoffmantown	MRGCD Map No.:	UPC Code: 102006208633520951
Zone Atlas Page(s): E-20-Z	Existing Zoning: R1-C	Proposed Zoning R1-C
# of Existing Lots: 1	# of Proposed Lots: 39	Total Area of Site (Acres): 14 acres

**LOCATION OF PROPERTY BY STREETS**

Site Address/Street: Harper Rd	Between: Ventura St.	and: Wyoming Blvd.
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**CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)**

PR-2018-001560

I certify that the information I have included here and sent in the required notice was complete, true, and accurate to the extent of my knowledge.

Signature: <i>Yolanda Padilla Moyer</i>	Date: 08-14-2023
Printed Name: Yolanda Padilla Moyer, PE	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

**FORM S2: SUBDIVISION OF LAND – MINOR ACTIONS**

*Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.*

 **MAJOR SUBDIVISION FINAL PLAT APPROVAL**

A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov). Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below. Divide the PDF with a title sheet for each of the two documentation sections in **bold** below.

**PLAT DOCUMENTATION**

- X 1) DHO Application form completed, signed, and dated
- X 2) Form S2 with all the submittal items checked/marked
- X 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- X 4) Zone Atlas map with the entire site clearly outlined and labeled
- X 5) Proposed Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat.
- X 6) Design elevations & cross sections of perimeter walls
- X 7) Recorded Infrastructure Improvements Agreement

**SUPPORTIVE DOCUMENTATION**

- X 8) Letter of authorization from the property owner if application is submitted by an agent
- X 9) Letter describing and explaining the request
- N/A 10) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer
- N/A 11) Interpreter Needed for Hearing? \_\_\_\_\_ if yes, indicate language: \_\_\_\_\_

**SUBDIVISION OF LAND – MINOR (PRELIMINARY/FINAL PLAT APPROVAL)**

A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov). Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided to City Staff using other online resources such as Dropbox or FTP. *The PDF shall be organized in the number order below.* Divide the PDF with a title sheet for each of the three documentation sections in **bold** below.

**PLAT DOCUMENTATION**

- \_\_\_ 1) DHO Application form completed, signed, and dated
- \_\_\_ 2) Form S2 with all the submittal items checked/marked
- \_\_\_ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- \_\_\_ 4) Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ 5) Proposed Preliminary/Final Plat with the surveyor's, property owner's, City Surveyor's, utility, and AMAFCA signatures on the Plat
- \_\_\_ 6) 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) Sidewalk Exhibit and/or cross sections of proposed streets
- \_\_\_ 8) Proposed Infrastructure List, if applicable

**SUPPORTIVE DOCUMENTATION**

- \_\_\_ 9) Letter of authorization from the property owner if application is submitted by an agent
- \_\_\_ 10) Letter describing, explaining, and justifying the request per the criteria in IDO 14-16-6-6(K)(3)
- \_\_\_ 11) Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- \_\_\_ 12) Landfill disclosure and EHD signature line on the Plat if property is within a landfill buffer

**PUBLIC NOTICE DOCUMENTATION**

- \_\_\_ 13) Required Content of Notice at Submittal per IDO Section 14-16-6-4(K)(1)
  - \_\_\_ Office of Neighborhood Coordination notice inquiry response
  - \_\_\_ Completed notification form(s), proof of additional information provided in accordance with IDO Section 6-4(K)(1)(b)
  - \_\_\_ Proof of emailed notice to affected Neighborhood Association representatives
- \_\_\_ 14) Interpreter Needed for Hearing? \_\_\_ if yes, indicate language: \_\_\_

**MINOR AMENDMENT TO PRELIMINARY PLAT**

A Single PDF file of the complete application including all documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto: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 to City Staff using other online resources such as Dropbox or FTP. The PDF shall be organized in the number order below.

- \_\_\_ 1) DHO Application form completed, signed, and dated
- \_\_\_ 2) Form S2 with all the submittal items checked/marked
- \_\_\_ 3) Form S with signatures from Hydrology, Transportation, and ABCWUA
- \_\_\_ 4) Zone Atlas map with the entire site clearly outlined and labeled
- \_\_\_ 5) Letter of authorization from the property owner if application is submitted by an agent
- \_\_\_ 6) Proposed Amended Preliminary Plat and/or Grading and Drainage Plan
- \_\_\_ 7) Original Preliminary Plat and/or Grading and Drainage Plan
- \_\_\_ 8) Infrastructure List, if applicable
- \_\_\_ 9) Interpreter Needed for Hearing? \_\_\_ if yes, indicate language: \_\_\_

**FORM S: PRE-APPROVALS/SIGNATURES**

Please refer to the DHO public meeting schedule for meeting dates and deadlines. Your attendance is required.

**Legal Description & Location: TR A-2 PLAT OF TRACTS A-1 AND A-2 HOFFMANTOWN BAPTIST CHURCHSITE**

**Job Description: Preliminary/Final Plat Approval**

**Hydrology:**

- Grading and Drainage Plan       X  Approved                             NA
- AMAFCA                                             Approved                       X  NA
- Bernalillo County                             Approved                       X  NA
- NMDOT                                             Approved                       X  NA
- MRGCD                                             Approved                       X  NA

Reggie Cho                                      6/8/2023  
 Hydrology Department                      Date

**Transportation:**

- Traffic Circulations Layout (TCL)             Approved                       X  NA
- Traffic Impact Study (TIS)                     Approved                       X  NA
- Neighborhood Impact Analysis (NIA)             Approved                       X  NA
- Bernalillo County                             Approved                       X  NA
- NMDOT                                             Approved                       X  NA

Ernest Armijo                                      6/9/2023  
 Transportation Department                      Date

**Albuquerque Bernalillo County Water Utility Authority (ABCWUA):**

- Availability Statement/Serviceability Letter       x  Approved                             NA
- ABCWUA Development Agreement                             Approved                       x  NA
- ABCWUA Service Connection Agreement                             Approved                       x  NA

Sarah Luckie                                      6/9/2023  
 ABCWUA                                      Date

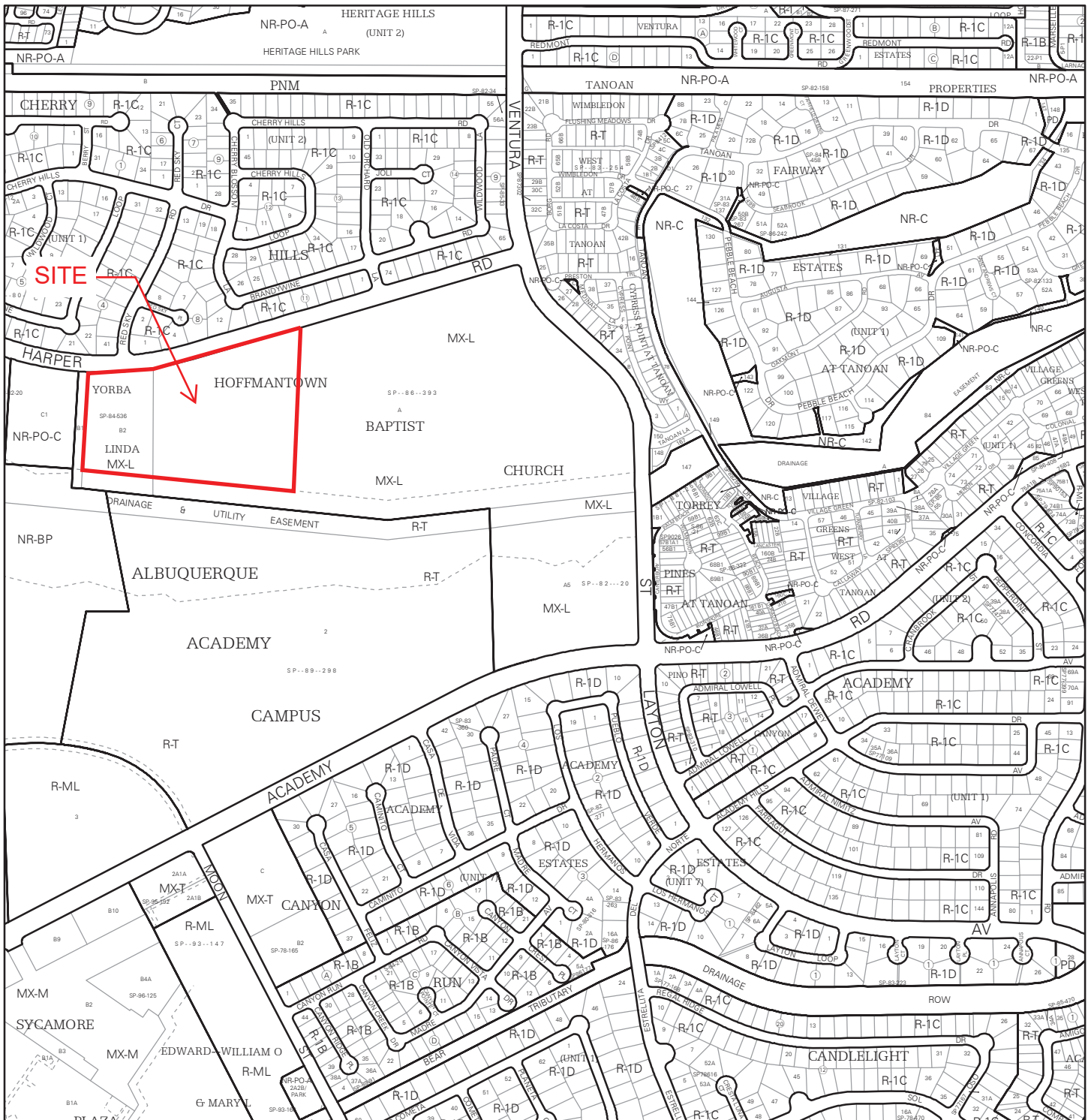
- Infrastructure Improvements Agreement (IIA\*)             Approved
- AGIS (DXF File)                                             Approved
- Fire Marshall Signature on the plan                             Approved

**Signatures on Plat**

- Owner(s)                                             Yes
- City Surveyor                                             Yes
- AMAFCA\*\*                                             Yes                             NA
- NM Gas\*\*                                             Yes
- PNM\*\*                                             Yes
- COMCAST\*\*                                             Yes
- MRGCD\*\*                                             Yes                             NA

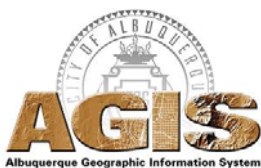
\* Prior to Final Plat submittals and/or Final Site Plan approval submittals (include a copy of the recorded IIA)

\*\* Signatures required for **Final Plat** application and not required for **Preliminary Plat** application

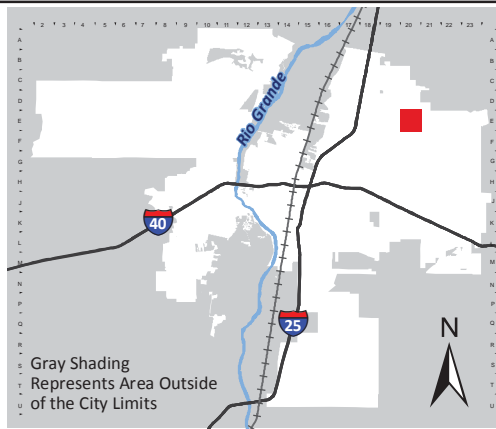


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

# IDO Zone Atlas May 2018



IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).



Zone Atlas Page:  
**E-20-Z**

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone







**Vicinity Map - Zone Atlas E-20-Z**

**Documents**

- TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE, HAVING FILE NO. 2666879-ALOH AND AN EFFECTIVE DATE OF MARCH 24, 2022, REVISION NO. 4.
- PLAT OF RECORD FOR HOFFMANTOWN BAPTIST CHURCH SITE, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON APRIL 12, 2019, IN BOOK 2019C, PAGE 32.
- MEMORANDUM OF PURCHASE AND SALE AGREEMENT AND JOINT ESQROW INSTRUMENTS BETWEEN PULTE HOMES OF NEW MEXICO, INC. AND HOFFMANTOWN CHURCH, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON SEPTEMBER 3, 2021, AS DOC. NO. 2021105432.
- WARRANTY DEED FOR SUBJECT PROPERTY (TRACT A, YORBA LINDA SUBDIVISION - NOW KNOWN AS HOFFMANTOWN BAPTIST CHURCH SITE), FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON MARCH 6, 1986, IN BOOK D2644, PG. 895-897, DOC. NO. 86 20007.

**Free Consent & Dedication**

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF, EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL, POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES, SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E., SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

SAID OWNERS DO HEREBY DEDICATE ADDITIONAL PUBLIC RIGHT OF WAY AS SHOWN HEREON TO BE OPEN TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE.

*[Signature]*  
 DIRECTOR OF LAND PLANNING AND ENTITLEMENTS  
 PULTE HOMES OF NEW MEXICO, INC.

STATE OF NEW MEXICO }  
 COUNTY OF Bernalillo } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 28 2023  
 BY: Kevin Patton, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS  
 OF PULTE HOMES OF NEW MEXICO, INC.

STATE OF NEW MEXICO  
 NOTARY PUBLIC  
 DAWN THERESA TRUJILLO-SENA  
 COMMISSION NUMBER 1112211  
 EXPIRATION DATE 06-05-2027

By: *[Signature]*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 06-05-27

**Indexing Information**

Projected Section 29, Township 11 North, Range 4 East,  
 N.M.P.M. Elieno Gallegos Grant,  
 Subdivision: Hoffmantown Baptist Church Site  
 Survey: Pulte Homes of New Mexico, Inc.  
 U.P.C. # 10200620863520951

**Purpose of Plat**

- SUBDIVIDE AS SHOWN HEREON.
- VACATE EASEMENTS AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.
- DEDICATE RIGHT-OF-WAY AS SHOWN HEREON.

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Treasurer's Certificate**

THIS IS TO CERTIFY THAT THE TAXES ARE CURRENT AND  
 PAID ON UPC # 10200620863520951

**Plat for  
 The Estates at Academy  
 Being Comprised of  
 Tract A-2  
 Hoffmantown Baptist Church Site  
 City of Albuquerque  
 Bernalillo County, New Mexico  
 June 2023**

Project Number: PR-2018-001560

Application Number:

Plat Approvals:

08/03/2023

08/01/2023

8/2/2023

08/01/2023

*[Signature]*  
 Abdul A. Bhuiyan

Quest Corp. d/b/a CenturyLink QC

*[Signature]*  
 Mike Montez

Comcast

City Approvals:

*[Signature]*  
 Loren N. Riekenover, P.S. 6/26/2023

City Surveyor

Traffic Engineering, Transportation Division

ABCWA

Parks and Recreation Department

AMAFA

Hydrology

Code Enforcement

Planning Department

City Engineer

**Surveyor's Certificate**

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

*[Signature]*  
 Brian J. Martinez 8/19/23  
 N.M.R.P.S. No. 18374 Date



**CSI-CARTESIAN SURVEYS INC.**

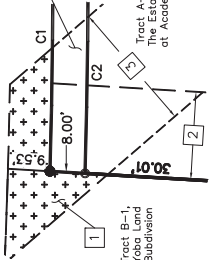
P.O. BOX 4414 RIO RANCHO, N.M. 87174  
 Phone (505) 896-3050 Fax (505) 891-0244  
 cartesianbrian@gmail.com

# Plat for The Estates at Academy Being Comprised of Tract A-2 Hoffmanttown Baptist Church Site City of Albuquerque Bernalillo County, New Mexico June 2023

This Sheet Shows Existing Conditions

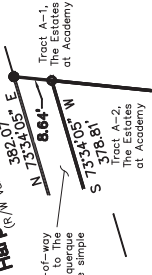
Detail "A"  
SCALE: 1"=20'

Harper Road NE  
(R/W Verbes)



Detail "B"  
SCALE: 1"=20'

Harper Road NE  
(R/W Verbes)



**Legend**

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (4/12/2019, 2019C-32)
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (11/6/1985, C32-7)
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES PER PLAT (12/27/1984, C26-3)
●	FOUND MONUMENT AS INDICATED
○	SET 1/2" REBAR WITH CAP "LS 18374"
▲	SET CENTERLINE MONUMENT STAMPED UNLESS OTHERWISE NOTED
▲	"LS 18374" UNLESS OTHERWISE NOTED

## Public Utility Easements

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- Quest Corporation d/b/a CenturyLink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- AT&T for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

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

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

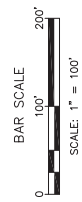
**Disclaimer**  
In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search and the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior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

ACS Monument " 8-E21 "  
NAD 1983 CENTRAL ZONE  
X=1557989.002\*  
Y=1511609.176 \*  
Z=5705.082 \* (NAVD 1988)  
G-G=0.999638754  
Mapping\_Angle=-0°09'31.61"  
\*U.S. SURVEY FEET

ACS Monument " 13-E20 "  
NAD 1983 CENTRAL ZONE  
X=1550598.401\*  
Y=1511612.268 \*  
Z=N/A \* (NAVD 1988)  
G-G=0.999650558  
Mapping\_Angle=-0°10'22.86"  
\*U.S. SURVEY FEET

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	521.19' (336.52')	1652.50' (1652.50')	18°04'15"	519.03'	N 82°37'01" E
C2	523.96'	1660.50'	18°04'46"	521.79'	N 82°37'16" E

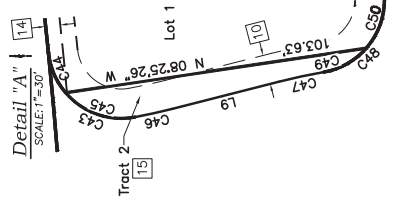
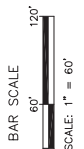




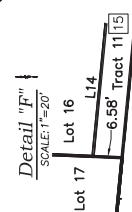
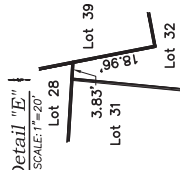
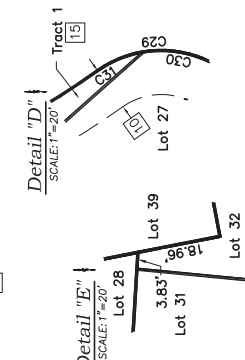
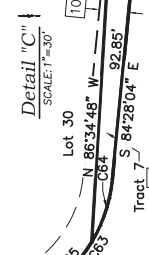
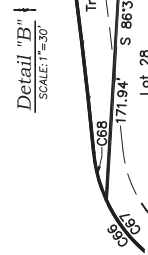
**Plat for  
The Estates at Academy  
Being Comprised of  
Tract A-2  
Hoffmantown Baptist Church Site  
City of Albuquerque  
Bernalillo County, New Mexico  
June 2023**

**Harper Road NE  
(R/W Varieties)**

**Note:**  
DEVELOPER WILL NOT BE ABLE TO OBTAIN A  
BUILDING PERMIT ON THE FOLLOWING LOTS UNTIL  
ACADAMY HAS ACCEPTED THE NEW/REALIGNED  
WATER AND SANITARY SEWER LINES.  
LOTS: 2, 3, 17, 18, 19, 20, 27, 28, 29, 30, 31



Tract A-1  
Hoffmantown Baptist  
Church Site  
(4/12/2019,  
2019C-32)



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



**Plat for  
The Estates at Academy  
Being Comprised of  
Tract A-2  
Hoffmowntown Baptist Church Site  
City of Albuquerque  
Bernalillo County, New Mexico  
June 2023**

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.1734	7,551
Lot 2	0.1781	7,760
Lot 3	0.1782	7,762
Lot 4	0.1782	7,763
Lot 5	0.1781	7,760
Lot 6	0.1738	7,572
Lot 7	0.2256	9,826
Lot 8	0.4318	18,811
Lot 9	0.3858	16,805
Lot 10	0.2030	8,841
Lot 11	0.1970	8,580
Lot 12	0.1970	8,580
Lot 13	0.1970	8,580
Lot 14	0.2637	11,485
Lot 15	0.3860	16,815
Lot 16	0.2636	11,484
Lot 17	0.1921	8,368
Lot 18	0.1850	8,060
Lot 19	0.1993	8,680
Lot 20	0.1850	8,060
Lot 21	0.1850	8,060
Lot 22	0.2292	9,982
Lot 23	0.3063	13,344
Lot 24	0.2590	11,283
Lot 25	0.1850	8,060
Lot 26	0.2136	9,302
Lot 27	0.3225	14,050
Lot 28	0.3016	13,139
Lot 29	0.2176	9,480
Lot 30	0.2062	8,980
Lot 31	0.2097	9,136
Lot 32	0.1979	8,619
Lot 33	0.2955	12,873
Lot 34	0.1753	7,636
Lot 35	0.1761	7,669
Lot 36	0.1830	7,971
Lot 37	0.1832	7,981
Lot 38	0.2640	11,500
Lot 39	0.1850	8,060
Tract 1	0.1222	5,325
Tract 2	0.0189	825
Tract 3	0.1182	5,149
Tract 4	0.0688	2,996
Tract 5	0.0636	2,771
Tract 6	0.2214	9,643
Tract 7	0.0178	778
Tract 8	0.0681	2,968
Tract 9	0.2217	9,656
Tract 10	0.0712	3,100
Tract 11	0.1395	6,079
Tract 12	1.9221	83,725
Tract 13	1.9841	86,425

Line Table		
Line #	Direction	Length (ft)
L1	N 73°34'05" E	41.76'
L2	S 24°58'34" E	56.44'
L3	N 84°28'04" W	25.00'
L4	N 73°34'05" E	41.76'
L5	N 73°34'05" E	41.76'
L6	S 73°18'45" E	32.80'
L7	N 73°18'07" E	40.64'
L8	S 87°26'26" E	53.06'
L9	N 14°14'30" W	37.47'
L10	N 03°43'34" E	57.10'
L11	S 21°06'34" E	8.89'
L12	N 27°21'00" W	43.20'
L13	S 25°35'45" E	42.92'
L14	N 84°28'04" W	32.95'
L15	S 81°05'26" W	58.47'
L16	S 69°41'11" W	38.11'

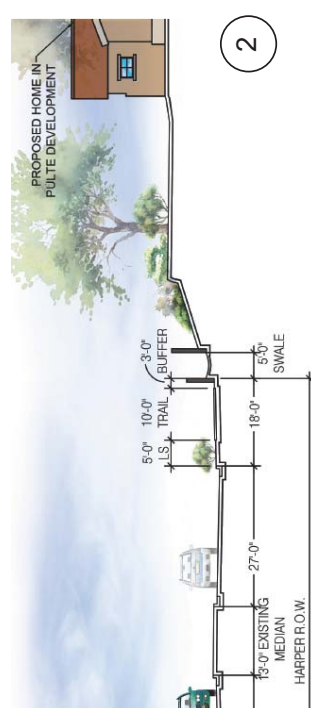
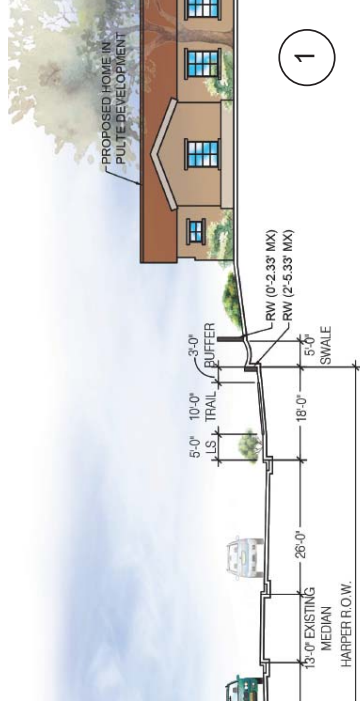
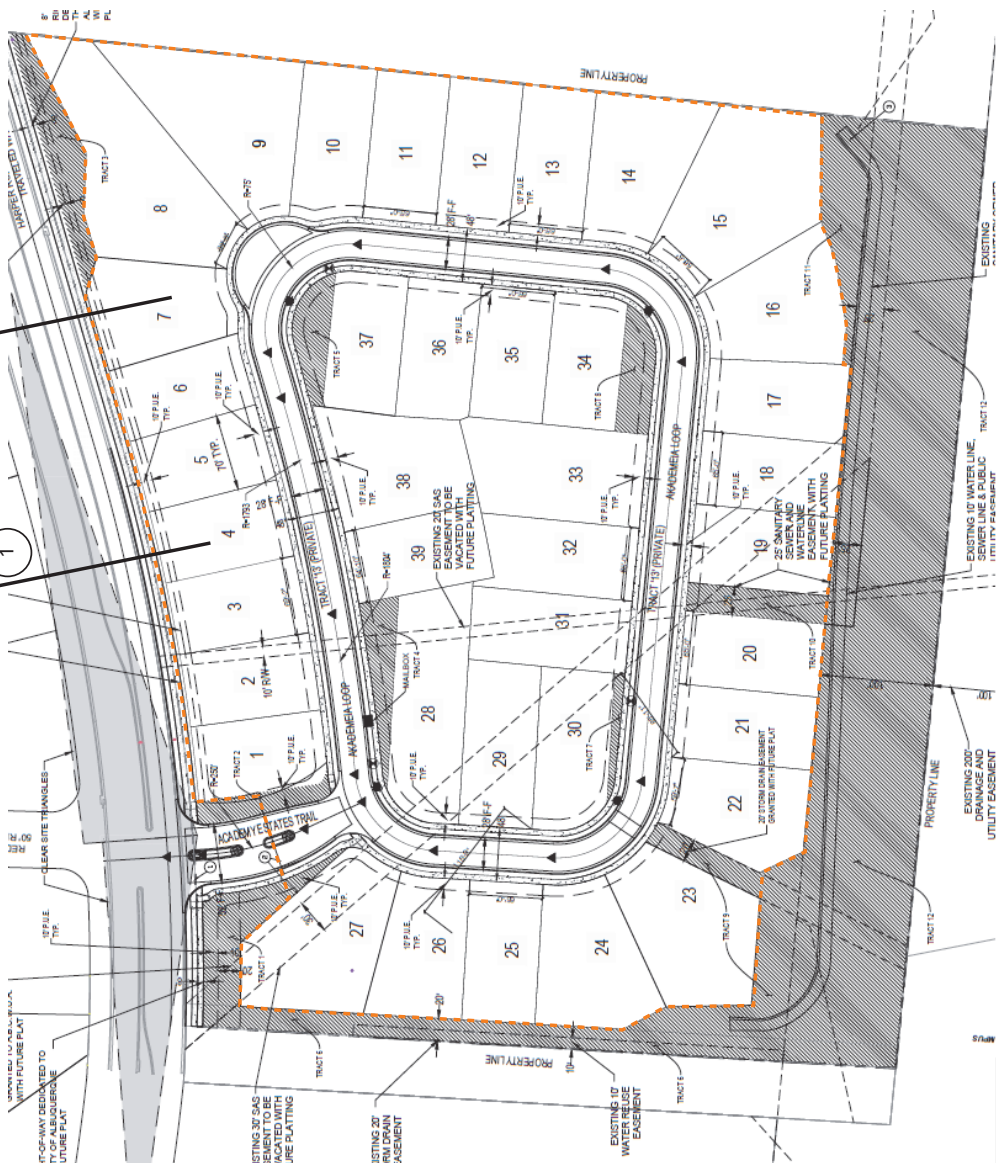
Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	521.19'	1652.50'	1804.15"	519.03'	N 82°37'01" E
C2	523.96'	1660.50'	1804.46"	521.79'	N 82°37'16" E
C3	120.78'	1660.50'	41°03'	120.76'	N 86°21'07" E
C4	309.71'	1660.50'	104°11'	309.26'	N 78°59'29" E
C5	35.73'	99.00'	20°40'35"	35.53'	S 83°54'22" W
C6	24.54'	99.00'	14°12'15"	24.48'	S 80°40'12" W
C7	11.18'	99.00'	6°28'21"	11.18'	N 88°59'30" W
C8	15.15'	25.00'	34°42'59"	14.92'	N 76°53'11" E
C9	126.83'	51.67'	140°38'34"	97.30'	N 50°09'02" W
C10	32.84'	51.67'	35°45'05"	31.72'	S 77°24'13" W
C11	40.66'	51.67'	45°05'12"	39.62'	N 62°10'38" W
C12	39.33'	51.67'	43°38'55"	38.39'	N 17°49'35" W
C13	14.60'	51.67'	16°11'23"	14.55'	N 12°04'34" W
C14	15.15'	25.00'	34°42'59"	14.92'	S 02°48'46" W
C15	35.04'	99.00'	20°16'44"	34.86'	N 04°24'22" W
C16	155.16'	99.00'	89°47'55"	139.76'	N 50°37'58" E
C17	35.48'	99.00'	20°31'58"	35.29'	N 15°59'59" E
C18	57.24'	99.00'	33°07'41"	56.45'	N 42°49'49" E
C19	57.24'	99.00'	33°07'41"	56.45'	N 75°57'30" E
C20	5.20'	99.00'	3°00'35"	5.20'	S 85°58'22" E
C21	151.86'	99.00'	87°53'16"	137.40'	S 40°31'26" E
C22	35.85'	99.00'	20°45'00"	35.66'	S 74°05'34" E
C23	20.14'	99.00'	11°39'18"	20.10'	S 57°53'25" E
C24	46.95'	99.00'	27°10'27"	46.51'	S 38°28'32" E
C25	48.91'	99.00'	28°18'30"	48.42'	S 10°44'03" E
C26	60.92'	99.00'	35°12'05"	59.87'	S 21°01'14" W
C27	28.74'	99.00'	16°37'58"	28.64'	S 11°44'11" W
C28	32.08'	99.00'	18°34'07"	31.94'	S 29°20'13" W
C29	32.24'	25.00'	73°52'47"	30.05'	N 14°40'53" E
C30	20.89'	25.00'	47°52'09"	20.28'	N 14°41'12" E
C31	11.35'	25.00'	26°00'36"	11.25'	N 22°15'12" W
C32	82.20'	200.00'	23°33'00"	81.63'	S 23°29'01" E
C33	18.67'	286.00'	3°44'22"	18.66'	S 09°50'20" E
C34	36.48'	25.00'	83°35'43"	33.33'	N 49°46'00" W
C35	93.47'	1660.50'	31°31'31"	93.46'	S 89°57'06" E
C36	59.20'	1660.50'	20°23'33"	59.19'	N 87°24'52" E
C37	52.10'	1660.50'	14°7'52"	52.10'	N 83°22'09" E
C38	64.65'	1660.50'	21°31'51"	64.65'	N 81°21'17" E
C39	61.59'	1660.50'	20°7'30"	61.58'	N 85°19'50" E
C40	64.65'	1660.50'	21°31'51"	64.65'	N 78°07'26" E
C41	64.65'	1660.50'	21°31'51"	64.65'	N 78°53'35" E
C42	63.64'	1660.50'	21°14'46"	63.64'	N 74°40'46" E
C43	41.47'	25.00'	95°02'17"	36.88'	S 36°44'57" W
C44	15.20'	25.00'	34°50'00"	14.97'	S 66°51'05" W
C45	26.27'	25.00'	60°12'17"	25.08'	S 19°19'57" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C46	12.99'	214.00'	328.42"	12.99'	S 12°30'33" E
C47	15.71'	210.00'	417.00"	15.70'	N 12°05'56" W
C48	37.54'	25.00'	86°01'56"	34.11'	S 52°58'21" E
C49	16.94'	25.00'	38°49'47"	16.82'	S 29°22'16" E
C50	20.60'	25.00'	47°12'10"	20.02'	S 72°23'14" E
C51	322.44'	1769.00'	1026.36"	321.99'	N 78°47'23" E
C52	46.77'	1769.00'	130°53"	46.77'	N 83°15'14" E
C53	69.16'	1769.00'	214.24"	69.16'	N 81°22'35" E
C54	69.18'	1769.00'	214.26"	69.17'	N 79°08'10" E
C55	69.18'	1769.00'	214.27"	69.18'	N 76°53'44" E
C56	68.14'	1769.00'	212.25"	68.14'	N 74°40'17" E
C57	99.84'	51.00'	112°09'56"	84.64'	N 50°20'58" W
C58	81.87'	51.00'	91°58'55"	73.36'	N 60°26'28" W
C59	17.97'	51.00'	20°11'01"	17.87'	N 04°21'30" W
C60	79.93'	51.00'	89°47'55"	72.00'	N 50°37'58" E
C61	22.16'	51.00'	24°53'33"	21.98'	N 18°10'47" E
C62	57.77'	51.00'	64°54'22"	54.73'	N 63°04'45" E
C63	78.23'	51.00'	87°53'16"	70.78'	S 40°31'26" E
C64	22.69'	51.00'	25°29'37"	22.51'	S 71°43'16" E
C65	55.54'	51.00'	62°23'39"	52.83'	S 27°46'38" E
C66	72.11'	51.00'	81°00'51"	66.25'	S 43°55'37" W
C67	55.43'	51.00'	62°16'15"	52.74'	S 34°33'19" W
C68	16.68'	51.00'	18°44'36"	16.61'	S 75°03'45" W
C69	344.59'	1817.00'	1051°58"	344.08'	N 79°00'04" E
C70	150.21'	1817.00'	444°12"	150.17'	N 82°03'57" E
C71	64.64'	1817.00'	202°18"	64.63'	N 78°40'42" E
C72	115.76'	1817.00'	339°00"	115.74'	N 75°50'03" E
C73	13.99'	1817.00'	0°26'28"	13.99'	N 73°47'19" E
C74	76.66'	1690.51'	1°55'12"	76.66'	S 89°36'25" E
C75	56.65'	1690.51'	1°55'12"	56.65'	S 89°56'46" E
C76	20.01'	1690.51'	0°40'42"	20.01'	S 88°38'49" E
C77	75.04'	1939.00'	213°02"	75.03'	N 76°33'02" E
C78	67.49'	1939.00'	159°40"	67.49'	N 78°39'23" E
C79	58.25'	1939.00'	143°16"	58.25'	N 78°47'35" E
C80	84.28'	1939.00'	229°26"	84.28'	N 76°41'14" E
C81	115.04'	75.00'	87°53'16"	104.09'	S 40°31'26" E
C82	93.53'	254.09'	21°05'26"	93.00'	S 14°16'40" E
C83	106.05'	75.00'	81°00'51"	97.43'	S 43°55'37" W
C84	80.59'	75.00'	61°33'59"	76.77'	S 34°12'11" W
C85	25.46'	75.00'	19°26'52"	25.34'	S 74°42'37" W
C86	340.04'	1793.00'	1051°58"	339.53'	N 79°00'04" E
C87	146.82'	75.00'	112°09'56"	124.48'	N 50°20'58" W
C88	117.55'	75.00'	89°47'55"	105.88'	N 50°37'58" E



# PERIMETER WALL EXHIBIT

## ESTATES AT ACADEMY



PROPOSED PERIMETER WALL LOCATION





**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

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

**Project Name: Estates at Academy**

**Project Number: 426181**

THIS AGREEMENT is made upon the date of the latest signature below, 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 **Pulte Development of New Mexico, Inc.** ("Developer"), a **Michigan Corporation**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **7601 Jefferson NE Suite 320** (City) **Albuquerque**, (State) **New Mexico** (Zip Code) **87109** and whose telephone number is **(505) 341-8591 (Kevin Patton)**, 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 A-2 of Hoffmantown Baptist Church Site** recorded on **April 12, 2019**, attached, pages **2** through **2**, as Document No. **2019029323** 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:] **Pulte Homes of New Mexico Inc., a Michigan Corporation** ("Owner").

The Developer has submitted, and the City has approved a Preliminary Plat or Site Plan identified as **The Estates at Academy (Replat of Tracts A-1 and A-2 Hoffmantown Baptist Church Site)** describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

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 List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

approved plans, which have been filed with the City Engineer.

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 (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA 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.

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 4)

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

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the



Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

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 Improvements shall be performed by New Mexico Registered Surveyor. 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.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. 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.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

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: **Surety Bond (Bond No. 0253574)**

Amount: **\$2,649,871.54**

Name of Financial Institution or Surety providing Guaranty: **Berkley Insurance Company**

Date City first able to call Guaranty (Construction Completion Deadline): **June 7, 2024**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call

Guaranty is: **August 7, 2024**

Additional information: \_\_\_\_\_  
\_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer 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.

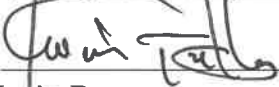
19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

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.

DEVELOPER: Pulte Development of New Mexico Inc., a Michigan Corporation

By [Signature]: 

Name [Print]: Kevin Patton

Title: Director of Land Planning and Entitlements

Dated: June 6 2023

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 6<sup>th</sup> day of June, 2023, by  
[name of person:] Kevin Patton, [title or capacity, for instance,  
"President" or "Owner":] Director of Land planning and Entitlements of  
[Developer:] Pulte Development of New Mexico Inc.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Kimberly Diane Legan  
Commission No. 1138659  
August 30, 2026

  
Notary Public

My Commission Expires: August 30<sup>th</sup> 2026





**POWER OF ATTORNEY**

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

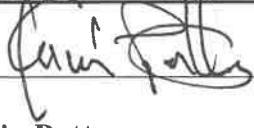
STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] **Pulte Homes of New Mexico, Inc.** ("Owner"), of [address:] **7601 Jefferson NE Suite 320** (City) **Albuquerque**, (State) **New Mexico** (Zip Code) **87109**, hereby makes, constitutes and appoints [name of Developer:] **Pulte Development of NM, Inc.** ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer 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") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure 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 Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

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 Developer. 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.


By [Signature:]: 

Name [Print]: Kevin Patton

Title: Director of Land Planning and Entitlements

Dated: June 6 2023

The foregoing Power of Attorney was acknowledged before me on June 6<sup>th</sup>,  
2023 by [name of person:] Kevin Patton, [title or capacity, for  
instance "President":] Director of Land Planning and Entitlements of [Owner:]  
Pulte Homes of New Mexico, Inc. on behalf of the Owner.

STATE OF NEW MEXICO  
NOTARY PUBLIC   
Kimberly Diane Legan  
Commission No. 1138659  
August 30, 2026

  
Notary Public

My Commission Expires: August 30<sup>th</sup> 2026



# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

May 11, 2023

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 426181 The Estates at Academy

Requested By: Yolanda Padilla Moyer

Approved Estimate Amount: \$ 1,811,622.52

Contingency Amount: 0.00% \$ -

Subtotal: \$ 1,811,622.52

PO Box 1293

NMGRT: 7.750% \$ 140,400.75

Subtotal: \$ 1,952,023.27

Albuquerque

Engineering Fee: 6.60% \$ 128,833.54

New Mexico 87103

Testing Fee: 2.00% \$ 39,040.47

Subtotal: \$ 2,119,897.27

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 2,649,871.54

APPROVAL:

  
\_\_\_\_\_

DATE:

May 11, 2023

Notes: Plans approved.

**REQUEST FOR FINANCIAL GUARANTY  
THE ESTATES AT ACADEMY  
5/8/2023**

Item No.	Short Description	Estimate Unit Price	Estimate Quantity	Estimate Amount
<b>PAVING</b>				
301.020	SUBGRADE PREP, 12"	\$3.67	5100 SY	\$18,717.00
336.02X	RES ASP CONC, TYPE B, 3"	\$24.94	5100 SY	\$127,194.00
336.010	PRIME CT	\$0.76	5100 SY	\$3,876.00
340.300	4" MED PVMT, PCC	\$85.08	8 SY	\$680.64
340.010	SDWK, 4", PCC	\$58.67	396 SY	\$23,233.32
340.025	WLCHR ACC RAMP, 4" PCC	\$2,452.61	5 EA	\$12,263.05
340.030	VLY GUT & CURB, PCC	\$88.01	231 SY	\$20,330.31
340.050	C & G, STD, PCC	\$26.33	3312 LF	\$87,204.96
340.060	C&G, MDN, PCC	\$20.54	169 LF	\$3,471.26
340.06X	ROLL C & G, MOUNT	\$39.21	160 LF	\$6,273.60
603.040	GVL FILTER MATL	\$64.18	20 CY	\$1,283.60
340.020	DRVPD, 6", PCC	\$84.35	8 SY	\$674.80
301.020	SUBGRADE PREP, 12" (MAINTENANCE ROAD)	\$3.67	653 SY	\$2,396.51
302.010	ABS, 6 (MAINTENANCE ROAD)	\$10.27	653 SY	\$6,706.31
450.010	SQ TB POST	\$14.67	26 LF	\$381.42
450.001	ALM PNL SIGN	\$27.87	18 SF	\$501.66
301.022	SUBGRADE PREP, 8" (TRAIL)	\$3.62	914 SY	\$3,308.68
336.02X	ASP CONC, TYPE C, 2" (TRAIL)	\$17.82	914 SY	\$16,287.48
603.040	GVL FILTER MATL (TRAIL)	\$64.18	26 CY	\$1,668.68
441.001	REF PLAS MRK 4", YELLOW	\$1.11	810 LF	\$899.10
<b>Subtotal for Paving</b>				<b>\$337,352.38</b>
<b>OFFSITE PAVING</b>				
340.060	C&G, MDN, PCC	\$20.54	347 LF	\$7,127.38
1005.320	GRAVEL MULCH, 2"-4"	\$15.52	444 SY	\$6,890.88
343.08X	C&G, MDN, PCC, R&D	\$8.63	220 LF	\$1,898.60
343.080	CURB & GUT, PCC, R&D	\$8.63	101 LF	\$871.63
343.030	AC PVMT >4", SAW, R&R	\$12.84	375 SY	\$4,815.00
340.30X	4" MED PVMT, PCC, R&D	\$8.51	65 SY	\$553.15
<b>Subtotal for Paving</b>				<b>\$22,156.64</b>
<b>WATER</b>				
801.002	6" WL PIPE, w/o FIT	\$39.28	1112 LF	\$43,679.36
801.005	12" WL PIPE, w/o FIT	\$54.71	988 LF	\$54,053.48
801.007X	16" DUCTILE IRON WL PIPE, w/o FIT ( REUSE WATERLINE)	\$95.92	193 LF	\$18,512.56
801.150	MJ REST GLND, 4"-8"	\$159.96	57 EA	\$9,117.72
801.155	UNT REST HRNSS, 4"-8"	\$14.05	35 EA	\$491.75
801.151	MJ REST GLND, 10"-12"	\$337.38	64 EA	\$21,592.32
801.157	UNT REST HRNSS, 10"-12"	\$308.04	30 EA	\$9,241.20
801.065	DI FIT, MJ, 4"-14", WL	\$4.40	4142 LB	\$18,224.80
801.066	DI FIT, MJ, 16"-36", WL	\$5.98	1120 LB	\$6,697.60
801.081	6" GATE VLV	\$1,371.53	6 EA	\$8,229.18
801.084	12" GATE VLV	\$4,791.01	3 EA	\$14,373.03
801.105	VLV BOX B	\$761.31	9 EA	\$6,851.79
802.760	3/4" WTR SVC, SGL	\$1,588.62	5 EA	\$7,943.10
802.770	3/4" WTR SVC, DBL	\$2,236.76	17 EA	\$38,024.92
802.510	2" WTR SVC, SS (IRRIGATION)	\$1,026.81	1 EA	\$1,026.81
801.059	NON PRESS CONN, w/FIT, WL	\$2,200.31	2 EA	\$4,400.62
801.11X	AIR RELEASE FH, 4' BURY, MJ, INC. BLOCKING & AGGREGATE CIP 2344	\$6,746.87	1 EA	\$6,746.87
801.113	FH, 4'	\$3,920.58	2 EA	\$7,841.16
801.055	EXST WL, 6"-14", w/FIT, REM & DISP	\$7.33	670 LF	\$4,911.10
801.056	EXST WL, 16"-36", w/FIT, REM & DISP	\$17.94	233 LF	\$4,180.02
801.131	PCC BLKG/ENCSTMT	\$503.77	3 CY	\$1,511.31
<b>Subtotal for Water</b>				<b>\$287,650.70</b>

**REQUEST FOR FINANCIAL GUARANTY  
THE ESTATES AT ACADEMY  
5/8/2023**

Item No.	Short Description	Estimate	Estimate		Estimate
		Unit Price	Quantity		Amount
<b>SANTITARY SEWER</b>					
701.010	TRCH, BF, 4-15" SAS, <8'	\$24.45	884	LF	\$21,613.80
701.020	TRCH, BF, 4-15" SAS, 8-12'	\$35.13	1064	LF	\$37,378.32
701.030	TRCH, BF, 4-15" SAS, 12-16'	\$57.35	541	LF	\$31,026.35
901.030	8" SAS PIPE	\$23.66	1424	LF	\$33,691.84
901.040	10" SAS PIPE	\$25.77	1065	LF	\$27,445.05
920.070	MH, 4' DIA, C OR E, 6-10' D	\$5,720.80	10	EA	\$57,208.00
920.080	MH, 4' DIA, C OR E, 10-14' D	\$5,867.49	5	EA	\$29,337.45
905.050	4" NEW SAS SVC	\$1,466.87	39	EA	\$57,207.93
901.610	WET CONN, 8"-10" SAS	\$1,100.15	2	EA	\$2,200.30
920.570	MH, REM & DISP	\$1,301.85	3	EA	\$3,905.55
901.710	4"- 8" SAS, REM & DISP	\$14.67	1054	LF	\$15,462.18
930.02X	BYPASS PUMPING	\$50,000.00	1	LS	\$50,000.00
710.05X	CSNG PIPE, 16"	\$217.60	202	LF	\$43,868.16
710.05X	CSNG PIPE, 20"	\$261.12	108	LF	\$28,091.29
<b>Subtotal for Sanitary Sewer</b>					<b>\$438,436.22</b>
<b>STORM DRAIN</b>					
701.110	TRCH, BF, 18-36" SWR, 8-12'	\$40.34	229	LF	\$9,237.86
910.009	24" RCP, III	\$60.58	19	LF	\$1,151.02
910.013	30" RCP, III	\$91.22	211	LF	\$19,247.42
920.07X	MH, 4' DIA, C OR E, 6-10' D (WATER QUALITY MANHOLE)	\$15,361.50	1	EA	\$15,361.50
915.020	CTH BSN, A, DG, SW	\$8,617.87	2	EA	\$17,235.74
1005.32X	FRACTURED COBBLE, 4"-6"	\$94.00	574	SY	\$53,956.00
603.050	FILTER CLOTH	\$0.07	5163	SF	\$361.41
<b>Subtotal for Storm Drain</b>					<b>\$116,550.95</b>
<b>ARROYO IMPROVEMENTS</b>					
	Site Clearing and Grubbing, compl.	\$2,300.00	1	AC	\$2,300.00
	Fill, construction, incl. excavation, placement & compaction of unclassified material, over 2 ft. deep, cip.	\$18.00	3270	CY	\$58,860.00
	Hauling & Compaction of suitable fill material from subdivision grading, cip	\$18.00	1110	CY	\$19,980.00
	Subgrade Prep. 12" at 95% compaction, cip	\$4.00	2510	SY	\$10,040.00
	Channel Lining, 8" PCC Shotcrete 4000 psi incl. reinforcement and subgrade preparation	\$135.00	2510	SY	\$338,850.00
	Pipe penetration per AMAFCA Std Dwg 103, cip.	\$5,000.00	1	LS	\$5,000.00
<b>Subtotal for Arroyo Improvements</b>					<b>\$435,030.00</b>
<b>LIGHTING</b>					
421.011	LT CON CAB 1 M	\$3,900.00	1	EA	\$3,900.00
421.016	SER CON (LT)	\$850.00	1	EA	\$850.00
422.030	ST LT SA 30' T5 D	\$2,250.00	1	EA	\$2,250.00
423.020	LUM FD<40'	\$895.00	1	EA	\$895.00
424.005	EL CON 2" TBP	\$7.00	275	LF	\$1,925.00
426.001	SING COND 2	\$2.75	570	LF	\$1,567.50
<b>Subtotal for Lighting</b>					<b>\$11,387.50</b>
<b>MISCELLANEOUS</b>					
	TRAFFIC CONTROL	\$50,000.00	1	LS	\$50,000.00
	STREET LIGHTS	\$5,500.00	3	EA	\$16,500.00
<b>Subtotal for Miscellaneous Items</b>					<b>\$66,500.00</b>
<b>SUBTOTAL</b>					<b>\$1,715,064.39</b>
	MOBILIZATION	4.26%			\$73,061.74
	SWPPP	0.63%			\$10,804.91
	CONSTRUCTION STAKING	0.74%			\$12,691.48
<b>TOTAL COST (HARD &amp; SOFT)</b>					<b>\$1,811,622.52</b>

Figure 12  
INFRASTRUCTURE LIST

EXHIBIT "A"  
TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
HOFFMANTOWN SUBDIVISION  
(TRACT A-2)

Following is a summary of PUBLIC/PRIVATE Infrastructure required 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 have not been included in the Infrastructure listing, the DRC Chair may include these items in the listing and related financial guarantees. Likewise, if the DRC Chair determines that appurtenant or non-appurtenant items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and appurtenant. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which 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 Crst Engineer
<b>PUBLIC WATERLINE IMPROVEMENTS - ONSITE</b>									
		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ACADEMY ESTATES TRAIL	HARPER RD	AKADEMIEIA LOOP	/	/	/
		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	AKADEMIEIA LOOP LOTS 20 thru 31	ACADEMY ESTATES TRAIL	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/
		12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	AKADEMIEIA LOOP	EX 12" WL LOCATED IN EASEMENT W/IN TRACT 12	/	/	/
		8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	AKADEMIEIA LOOP LOTS 1 thru 18 & 32 thru 39	ACADEMY ESTATES TRAIL	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
<b>PUBLIC SANITARY SEWER IMPROVEMENTS - ONSITE</b>									
		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	NEW 20' SANITARY SEWER EASEMENT NORTH OF LOT 27 LOCATED WITHIN TRACT 6 ACADEMY ESTATES TRAIL	EX 30' SANITARY SEWER EASEMENT AT NW CORNER	ACADEMY ESTATES TRAIL	/	/	/
		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEIA LOOP LOTS 20 thru 31	NEW 20' SANITARY SEWER EASEMENT NORTH OF LOT 27 LOCATED WITHIN TRACT 6 ACADEMY ESTATES TRAIL	AKADEMIEIA LOOP	/	/	/
		10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	AKADEMIEIA LOOP	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEIA LOOP	NEAR LOT 11	EX 8" SAS LOCATED IN EASEMENT W/IN TRACT 12	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEIA LOOP	NEAR LOT 39	ACADEMY ESTATES TRAIL	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEIA LOOP	NEAR LOT 39	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/

\* SANITARY SEWER CAPACITY OF RELOCATED LINE SHALL BE EQUAL TO OR EXCEED EXISTING CAPACITY.  
 \*\* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
18-30" DIA	PRIVATE STORM DRAIN IMPROVEMENTS RCP W/ NEC. MH'S, LATERALS & INLETS WATER QUALITY MANHOLE OR INLET	NEW 20" DRAINAGE EASEMENT BTW LOT 2223 UPSTREAM OF DISCHARGE POINT	AKADEMIA LOOP LOWPOINT NEAR LOT 30	SOUTH PINO ARROYO TRACT 12
10'	BANK STABILIZATION MAINTENANCE ROAD	SOUTH PINO ARROYO ALONG SOUTH SUBD BNDRY BTW LOT 2223	LOT 23 AKADEMIA LOOP	LOT 15 SOUTH PINO ARROYO
5' WIDE	SWALE W/ NECESSARY EROSION CONTROL	EASEMENT ON LOTS 1-7 TO BE MAINTAINED BY HOA	TRACT 2 (NEAR ACADEMY ESTATE) LOT 7	
5'-8' WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT 2 (NEAR ACADEMY ESTATES TR) BACK OF LOT 1 (EASEMENT ON LOTS 1-7)	AKADEMIA LOOP	
3' WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT A-1 BEHIND LOTS 9-15	HIGH POINT APPROX BACKYARD LOT 10 HARPER	
3' WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT A-1 BEHIND LOTS 9-15	HIGH POINT APPROX BACKYARD LOT 10 SOUTH PINO ARROYO	
LOMR	A FEMA LETTER OF MAP REVISION IS REQUIRED.			

Private Inspector	City Inspector	City Crst Engineer

NOTE: A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY  
 ALL SLOPES ON HOA TRACTS TO BE STABILIZED IN ACCORDANCE WITH STD SPEC 1012 OR BETTER  
 \*\* ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC

SIA Sequence #	COA DRC Project #

Size	Type of Improvement	Location	From	To
36'-52' F-F MIN 6' MEDIAN MIN 20' INGRESS MIN 20' EGRESS	PRIVATE ROADWAY IMPROVEMENTS RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 5' WIDE SIDEWALK ON ONE SIDE*	ACADEMY ESTATES TRAIL	HARPER RD	AKADEMIA LOOP
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 5' WIDE SIDEWALK ON BOTH SIDES*	AKADEMIA LOOP	ACADEMY ESTATES TRAIL LOT 1	ACADEMY ESTATES TRAIL LOT 27

Private Inspector	City Inspector	City Crst Engineer

NOTE: STREET LIGHTS WITH ALL APPURTENANCES WITH ALL APPURTENANCES AS REQUIRED PER THE COA DPM IN PUBLIC ROW  
 \*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS  
 \*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC





**INFRASTRUCTURE BOND  
(Procedure B)**

---

Bond No. 0253574

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we Pulte Development of New Mexico, Inc. ("subdivider") a Michigan Limited Liability Company as "Principal", and Berkley Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of TWO MILLION SIX HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED SEVENTY ONE AND 54/100 Dollars, (\$2,649,871.54), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

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

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as Estates at Academy, Infrastructure ("Subdivision"), City Project No. 4261841; 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's Property: Infrastructure ("Improvements").

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between Pulte Development of New Mexico, Inc. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on April 19, 2019 as Document Number 2019029323, as amended by change order or amendments to the agreement.


NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before June 7, 2024 ("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 30th day of May, 2023 .

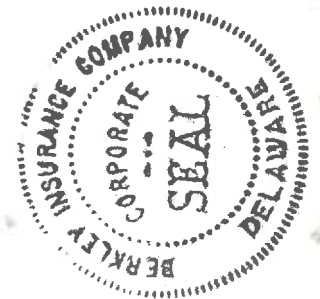
**DEVELOPER**

By [signature:]   
Name: Gregory S. Rives  
Title: Assistant Treasurer  
Dated: May 30, 2023

**SURETY**

By [signature:]   
Name: Jeremy Polk  
Title: Attorney-in-Fact  
Dated: May 30, 2023

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





POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jeremy Polk or Matthew Erra of USI Insurance Services, LLC of Phoenix, AZ its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of April, 2023.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT )
) ss:
COUNTY OF FAIRFIELD )

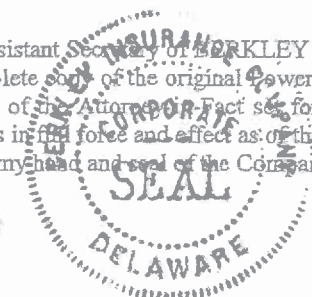
Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 30th day of May, 2023.

Vincent P. Forte

**ACKNOWLEDGEMENT BY PRINCIPAL**

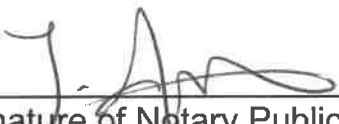
**STATE OF GEORGIA)**

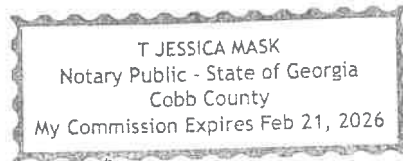
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on May 30 2023,  
appeared Gregory S. Rives, Public Development of New Mexico, Inc.,  
who provided to me on the basis of satisfactory evidence to be the  
person who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**T. JESSICA MASK**  
*Notary Public State of Georgia*  
*My Commission Expires: February 21, 2026*

Figure 12

INFRASTRUCTURE LIST

EXHIBIT "A"  
 TO SUBMISSION IMPROVEMENTS AGREEMENT  
 DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST  
 HOFFMANTOWN SUBDIVISION  
 (TRACT A-4)

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 plans, the DRC Chair determines that appointment items have not been included in the Infrastructure listing, the DRC Chair may include items in the listing and request financial guarantee from the DRC Chair. The DRC Chair determines that items are not included in the listing, items may be deleted from the listing. The DRC Chair may also request items to be added to the listing. All such modifications require approval by the DRC Chair, the User Department and agreement. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any easements 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 #

PUBLIC WATERLINE IMPROVEMENTS - ONSITE

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ACADEMY ESTATES TRAIL	HARPER RD	AKADEMIEA LOOP	/	/	/
12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	AKADEMIEA LOOP LOTS 20 thru 31	ACADEMY ESTATES TRAIL	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/
12" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	AKADEMIEA LOOP	EX 12" WL LOCATED IN EASEMENT W/IN TRACT 12	/	/	/
8" DIA	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	AKADEMIEA LOOP LOTS 1 thru 19 & 32 thru 38	ACADEMY ESTATES TRAIL	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/

SIA Sequence #	COA DRC Project #

PUBLIC SANITARY SEWER IMPROVEMENTS - ONSITE

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Const Engineer
10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	NEW 20' SANITARY SEWER EASEMENT NORTH OF LOT 27 LOCATED WITHIN TRACT 6 ACADEMY ESTATES TRAIL	EX 30' SANITARY SEWER EASEMENT AT NW CORNER	ACADEMY ESTATES TRAIL	/	/	/
10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEA LOOP LOTS 20 thru 31	NEW 20' SANITARY SEWER EASEMENT NORTH OF LOT 27 LOCATED WITHIN TRACT 6 ACADEMY ESTATES TRAIL	AKADEMIEA LOOP	/	/	/
10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	AKADEMIEA LOOP	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/
10" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEA LOOP	NEAR LOT 11	EX 8" SAS LOCATED IN EASEMENT W/IN TRACT 12	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEA LOOP	NEAR LOT 38	ACADEMY ESTATES TRAIL	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	AKADEMIEA LOOP	NEAR LOT 38	NEW 25' SAS AND WL EASEMENT BTW LOT 19/20 WITHIN TRACT 10	/	/	/

\* SANITARY SEWER CAPACITY OF RELOCATED LINE SHALL BE EQUAL TO OR EXCEED EXISTING CAPACITY.  
 \*\* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

CDA DRC Project #	SIA Sequence #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		18-30" DIA	RCP W/ REC. MFS, LATERALS & INLETS	NEW 20" DRAINAGE EASEMENT BTW LOT 2223	AKADEMIA LOOP LOWPOINT NEAR LOT 30	SOUTH PINO ARROYO TRACT 12	/	/	/
			WATER QUALITY MANHOLE OR INLET	UPSTREAM OF DISCHARGE POINT			/	/	/
		10'	BANK STABILIZATION	SOUTH PINO ARROYO ALONG SOUTH SUBD BNDRY	LOT 23	LOT 15	/	/	/
			MAINTENANCE ROAD	BTW LOT 2223	AKADEMIA LOOP	SOUTH PINO ARROYO	/	/	/
		5' WIDE	SWALE W/ NECESSARY EROSION CONTROL	EASEMENT ON LOTS 1-7 TO BE MAINTAINED BY HOA	TRACT 2 (NEAR ACADEMY ESTATE LOT 7)		/	/	/
		5'-8" WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT 2 (NEAR ACADEMY ESTATES TR BACK OF LOT 1 BTW BACK OF CURB & LOT 1)	AKADEMIA LOOP		/	/	/
		3' WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT A-1 BEHIND LOTS 8-15	HIGH POINT APPROX BACKYARD LOT 10	HARPER	/	/	/
		3' WIDE	SWALE W/ NECESSARY EROSION CONTROL	TRACT A-1 BEHIND LOTS 8-15	HIGH POINT APPROX BACKYARD LOT 10	SOUTH PINO ARROYO	/	/	/
		LOMR	A FEMA LETTER OF MAP REVISION IS REQUIRED.				/	/	/
							/	/	/
							/	/	/

COA DRC Project #	SIA Sequence #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		38'-52' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 5' WIDE SIDEWALK ON ONE SIDE	ACADEMY ESTATES TRAIL	HARPER RD	AKADEMIA LOOP	/	/	/
		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 5' WIDE SIDEWALK ON BOTH SIDES	ACADEMIA LOOP	ACADEMY ESTATES TRAIL LOT 1	ACADEMY ESTATES TRAIL LOT 27	/	/	/
							/	/	/
							/	/	/

NOTE:  
A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY  
ALL SLOPES ON HOA TRACTS TO BE STABILIZED IN ACCORDANCE WITH STD SPEC 1012 OR BETTER  
\*\* ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC

PRIVATE STORM DRAIN IMPROVEMENTS

NOTE:  
STREET LIGHTS WITH ALL APPURTENANCES WITH ALL APPURTENANCES AS REQUIRED PER THE COA DFM IN PUBLIC ROW  
\*\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS  
\*\*PROVIDE /INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

PRIVATE ROADWAY IMPROVEMENTS

SIA Sequence #	COA DRG Project #	Size	Type of Improvement	Location	From	To	Privats Inspector	City Inspector	City Craft Engineer
		12" DIA	WATERLINE W/NEC. VALVES FHS, M/S & R/S	HARPER RD	ACADEMY ESTATES TRAIL	EXISTING 12" WATERLINE ALONG 10' UTILITY EASEMENT	/	/	/
		CLOSURE OF 12' L/T TURN LANE	MEDIAN CURB & GUTTER	EASTERN LEFT TURN LANE HARPER RD	OPENING AT APPROX LOT 8	APPROX 287 TO THE EAST	/	/	/
		10' WIDE	PAVED MULT-USE TRAIL	SOUTH-SIDE HARPER RD	WEST BOUNDARY	EAST BOUNDARY	/	/	/
							/	/	/
							/	/	/
							/	/	/

ABOVIA APPROVAL WILL BE REQUIRED PRIOR TO ANY SERVICE CONNECTIONS

NOTE: STREET LIGHTS WITH ALL APPURTENANCES WITH ALL APPURTENANCES AS REQUIRED PER THE COA DPM  
\*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS

\*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRG

**DEVELOPMENT REVIEW BOARD MEMBER APPROVALS**

AGENT/TOWNER	YOLANDA PADILLA MOYER, P.E., PREPARED BY: PRINT NAME	DRB CHAIR	Mar 1, 2023	DATE	Mar 1, 2023	DATE
FIRME	BOHANNAN HUSTON INC. <i>Yolanda Padilla Moyer</i>	TRANSPORTATION DEVELOPMENT	Mar 1, 2023	DATE	Mar 1, 2023	DATE
SIGNATURE	<i>Ernest Ramirez</i>	ABC/WIA	Mar 1, 2023	DATE	Mar 1, 2023	DATE
MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION	<i>Ernest Ramirez</i>	CODE ENFORCEMENT	Mar 1, 2023	DATE	Mar 1, 2023	DATE

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRG CHAIR	USER DEPARTMENT	AGENT/TOWNER

## **SUPPORTIVE DOCUMENTATION**



June 8, 2023

Development Hearing Officer  
City of Albuquerque  
Planning, Engineering and Building Departments  
P.O. Box 1293  
Albuquerque, NM 87102

Albuquerque Bernalillo County Water Utility Authority  
One Civic Plaza NW  
Albuquerque, New Mexico 87102

**Re: Letter of Authorization for Entitlement, Permit Applications, and Planning**

Dear DHO and the ABCWUA,

Pulte Group hereby authorizes Bohannon Huston, Inc. as agents for all purposes described in this letter. It's members and designees, are authorized by Pulte to take all actions relating to the preparation, execution, submission, and processing of submittals, applications, entitlement, and planning of the Hoffmantown Subdivision.

Sincerely,

Kevin Patton, P.E.

Director of Land Planning and Entitlements

The Pulte Homes & Development of NM



August 9, 2023

7500 Jefferson St. NE  
Albuquerque, NM  
87109-4335

[www.bhinc.com](http://www.bhinc.com)

voice: 505.823.1000  
facsimile: 505.798.7988  
toll free: 800.877.5332

DHO  
Planning Department  
415 Silver Ave SW  
Albuquerque, NM 87102

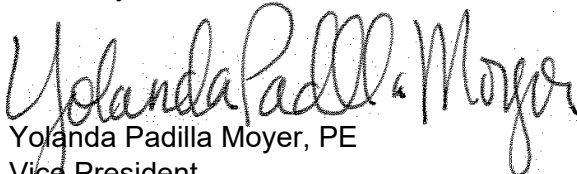
Re: Submittal for Final Plat – Estates at Academy (Tract A-2 Plat of Tract A-1 and A-2 Hoffmantown Baptist Church Site, Hoffmantown) PR-2018-001560

Dear Development Hearing Officer,

Bohannon Huston Inc. is submitting for Final Plat to be heard on August 23, 2023, for the above-mentioned site. The Estates at Academy encompasses 14 acres to be subdivided into 39 lots of varying sizes and 13 Private Tracts. On March 1, 2023, the Development Review Board held a public meeting concerning the Preliminary Plat and applicable variance applications for the referenced site and approved all requests, moving the application process forward.

We ask you please review this request and schedule this application for Final Plat Approval for project PR-2018-001560 to be heard on the DHO hearing date as mentioned above.

Sincerely,



Yolanda Padilla Moyer, PE  
Vice President  
Community Development and Planning

Engineering ▲  
Spatial Data ▲  
Advanced Technologies ▲