

February 10, 2020

Ms. Jolene Wolfley, DRB Chair
City of Albuquerque
Planning Department
600 2nd Street NW
Albuquerque, NM 87103

Re: Inspiration Subdivision (Replat of Tract B2 Inspiration Subdivision Phase 1A) –
Final Plat

Dear Ms. Wolfley:

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

- Development Review Application
- Form S(2)
- Seven (7) copies of each of the Final Plat
- Three (3) Perimeter Wall Exhibits
- Zone Atlas Page
- Copy of recorded SIA
- Digital Copy – including DXF file

This final plat is being presented to the Development Review Board for the purpose of
obtaining City review and approval. It represents the private, gated residential
development. Inspiration encompasses 9.06 acres subdivided into 29 lots of varying sizes
and 5 Private Open Space Parcels. We request that this item be scheduled for the next
appropriate DRB hearing. Please feel free to contact me at 823-1000 with questions or comments.

Sincerely,



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

YPM/cc
Enclosures

cc: Kevin Patton, Pulte Group w/enclosures



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 checked="" type="checkbox"/> Subdivision of Land – Minor (Form S2)	<input type="checkbox"/> Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	<input type="checkbox"/> Subdivision of Land – Major (Form S1)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> Conditional Use Approval (Form ZHE)	<input type="checkbox"/> Vacation of Easement or Right-of-way (Form V)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Variance – DRB (Form V)	Appeals
<input type="checkbox"/> Expansion of Nonconforming Use or Structure (Form ZHE)	<input type="checkbox"/> Variance – ZHE (Form ZHE)	<input type="checkbox"/> Decision by EPC, LC, DRB, ZHE, or City Staff (Form A)

APPLICATION INFORMATION

Applicant: Pulte Development of New Mexico		Phone: 505-341-9850
Address: 7601 Jefferson St NE Suite 320		Email: kevin.patton@pultegroup.com
City: Albuquerque	State: NM	Zip: 87109
Professional/Agent (if any): Bohannon Huston INC.		Phone: (505) 823-1000
Address: 7500 Jefferson St. NE		Email: ypadilla@bhinc.com
City: Albuquerque	State: NM	Zip: 87109
Proprietary Interest in Site: Owner	List all owners:	

BRIEF DESCRIPTION OF REQUEST

Final Plat Approval

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

Lot or Tract No.: Tract B2, Inspiration Subdivision, Phase 1A	Block:	Unit:
Subdivision/Addition: Inspiration Subdivision Phase 1C	MRGCD Map No.:	UPC Code: 100705841947510201
Zone Atlas Page(s): H-07, J-08, & J-07	Existing Zoning: PC	Proposed Zoning: No Change
# of Existing Lots: 1	# of Proposed Lots: 29	Total Area of Site (acres): 9.06

LOCATION OF PROPERTY BY STREETS

Site Address/Street: Arroyo Vista Between: and: 118th/High Mesa

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

Signature: <i>Yolanda Padilla Moyer</i>	Date: 02-10-2020
Printed Name: Yolanda Padilla Moyer, P.E.	<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

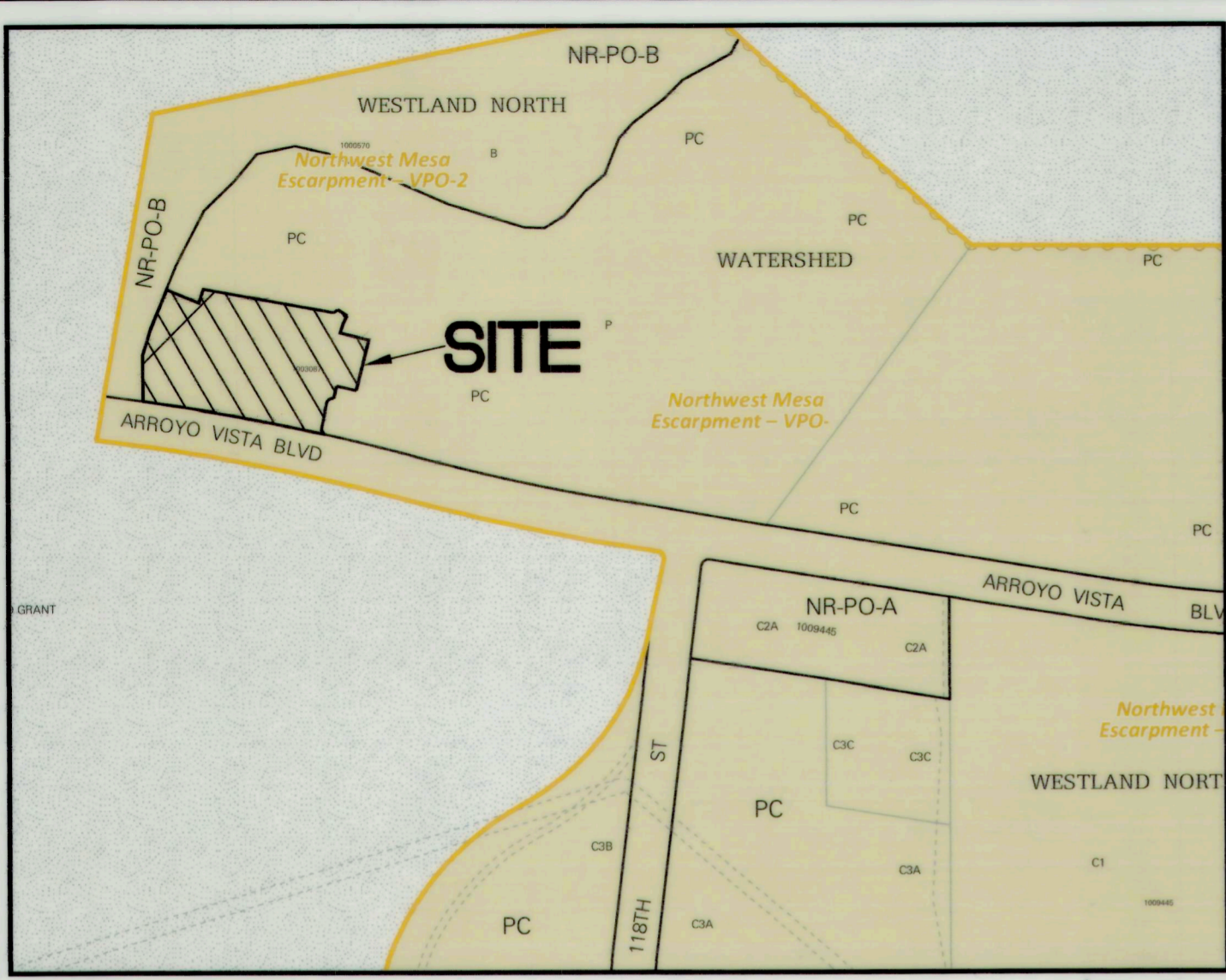
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Cross sections of proposed streets (3 copies, 11" by 17" maximum)
- 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(I)
- 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: <i>Volanda Padilla Moyer</i></p>	<p>Date: <i>2/10/2020</i></p>
<p>Printed Name: <i>Volanda Padilla Moyer</i></p>	<p><input type="checkbox"/> Applicant or <input 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>	



Vicinity Map
Zone Atlas H-7-Z and J-7-Z

Indexing Information

Sections 7, 17 & 18 Township 10 North, Range 2 East,
N.M.P.M. as Projected into the Town of Atrisco Grant
Subdivision: Inspiration Subdivision, Phase 1A
Owner: Pulte Homes of NM, LLC
UPC #: TBD

Purpose of Plat

1. SUBDIVIDE AS SHOWN HEREON.
2. GRANT EASEMENTS AS SHOWN HEREON.

Subdivision Data

GROSS ACREAGE. 9.0573 ACRES
 ZONE ATLAS PAGE NO. H-7-Z and J-7-Z
 NUMBER OF EXISTING TRACTS. 1
 NUMBER OF TRACTS CREATED. 5
 NUMBER OF LOTS CREATED 29
 MILES OF FULL-WIDTH STREETS (PRIVATE). 0.3659 MILES
 MILES OF HALF-WIDTH STREETS. 0 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE. 0 ACRES
 DATE OF SURVEY. NOVEMBER 2018

Notes

1. FIELD SURVEY PERFORMED IN NOVEMBER 2018.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES A MODIFIED NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
4. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION AS SHOWN ON THE PLAT OF RECORD.
5. CENTERLINE MONUMENTS SET IN LIEU OF RIGHT-OF-WAY MARKERS.
6. IN LIEU OF FRONT CORNERS, A CHISELED "X" WILL BE SET IN THE GUTTER PAN, BEING AN EXTENSION OF THE SIDE LOT LINES, EXTENDED TO A ONE FOOT INCREMENT DISTANCE FROM THE FRONT CORNER, REAR CORNERS WILL BE MARKED BY A REBAR WITH CAP "LS 14271".
7. THE HOMEOWNER'S ASSOCIATION (H.O.A.) SHALL MAINTAIN ALL TRAILS LOCATED WITHIN THE H.O.A. TRACTS AND ITS CONNECTIONS TO ANY PUBLIC OWNED AND MAINTAINED SIDEWALK/TRAILS.
8. TRACT 1 AND 7-10 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

Solar Collection Note

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

Legal Description

TRACT LETTERED "B-2" OF THE PLAT ENTITLED "INSPIRATION SUBDIVISION, PHASE 1A BEING COMPRISED OF TRACT B, INSPIRATION SUBDIVISION, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", AS SHOWN ON THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON _____, IN PLAT BOOK _____, PAGE _____

Drainage Facilities Maintenance Note

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" ["DETENTION AREAS"] ARE HEREBY DEDICATED BY THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND THE CONSTRUCTING AND MAINTAINING OF DRAINAGE FACILITIES [STORM WATER DETENTION FACILITIES] IN ACCORDANCE WITH THE STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION (UNLESS SHOWN ON THE APPROVED GRADING PLAN) MAY BE PLACED OR MAINTAINED IN THE EASEMENT AREA WITHOUT APPROVAL OF THE CITY ENGINEER OF THE CITY OF ALBUQUERQUE. THERE ALSO SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT AREA WITHOUT THE APPROVAL OF THE CITY ENGINEER. IT SHALL BE THE DUTY OF THE LOT OWNERS OF THIS SUBDIVISION TO MAINTAIN SAID DRAINAGE EASEMENT [DETENTION AREA] AND FACILITIES AT THEIR COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF ALBUQUERQUE. THE CITY SHALL HAVE THE RIGHT TO ENTER PERIODICALLY TO INSPECT THE FACILITIES. IN THE EVENT SAID LOT OWNERS FAIL TO ADEQUATELY AND PROPERLY MAINTAIN THE DRAINAGE EASEMENT [DETENTION AREA] AND FACILITIES, AT ANY TIME FOLLOWING FIFTEEN (15) DAYS WRITTEN NOTICE TO SAID LOT OWNERS, THE CITY MAY ENTER UPON SAID AREA, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY THE APPLICABLE LOT OWNERS PROPORTIONATELY ON THE BASIS OF LOT OWNERSHIP. IN THE EVENT LOT OWNERS FAIL TO PAY THE COST OF MAINTENANCE WITHIN THIRTY (30) DAYS AFTER DEMAND FOR PAYMENT MADE BY THE CITY, THE CITY MAY FILE A LIEN AGAINST ALL LOTS IN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE. THE OBLIGATIONS IMPOSED HEREIN SHALL BE BINDING UPON THE OWNER, HIS HEIRS, AND ASSIGNS AND SHALL RUN WITH ALL LOTS WITHIN THIS SUBDIVISION.

THE GRANTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS OF ANY KIND BROUGHT AGAINST SAID PARTIES FOR OR ON ACCOUNT OF ANY MATTER ARISING FROM THE DRAINAGE FACILITY PROVIDED FOR HEREIN OF THE GRANTOR'S FAILURE TO CONSTRUCT, MAINTAIN OR MODIFY SAID DRAINAGE FACILITY.

Treasurer's Certificate

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

PROPERTY OWNER OF RECORD

 BERNALILLO COUNTY TREASURER'S OFFICE

Plat for
Inspiration Subdivision
Phase 1C
Being Comprised of
Tract B-2, Inspiration
Subdivision, Phase 1A
City of Albuquerque
Bernalillo County, New Mexico
February 2020

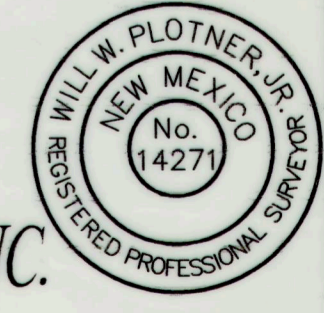
Approved and Accepted by:
Project Number: _____
Application Number: _____
Plat Approvals: _____

- _____ PNM Electric Services
- _____ Qwest Corp. d/b/a CenturyLink QC
- _____ New Mexico Gas Company
- _____ Comcast
- City Approvals:**
 _____ *Jordan M. Riechman P.S.* 2/7/2020
 City Surveyor
- _____ Traffic Engineer
- _____ ABCWUA
- _____ Parks and Recreation Department
- _____ AMAFCA
- _____ City Engineer
- _____ DRB Chairperson, Planning Department
- _____ Real Property Division
- _____ Code Enforcement

Surveyor's Certificate

I, WILL PLOTNER JR., 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 INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS FOR THE CITY OF ALBUQUERQUE, AND FURTHER MEETS THE MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF NEW MEXICO AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Will Plotner Jr. 2/7/2020
 Will Plotner Jr. N.M.R.P.S. No. 14271
 _____ Date



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

Documents

1. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, HAVING FILE NO. 2350962-AL04 AND A COMMITMENT DATE OF SEPTEMBER 7, 2018.
2. PLAT OF RECORD FOR WATERSHED SUBDIVISION FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON JUNE 9, 2005, IN PLAT BOOK 2005C, PAGE 198.
3. PLAT OF RECORD FOR INSPIRATION SUBDIVISION FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON FEBRUARY 4, 2019, IN PLAT BOOK 2019C, PAGE 9.
4. PLAT OF RECORD FOR INSPIRATION SUBDIVISION 1A, FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON _____, IN PLAT BOOK _____, PAGE _____

Free Consent & Dedication

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF WHO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR DISTRIBUTION LINES, CONDUITS AND PIPES, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION, INSPECTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

PULTE HOMES OF NEW MEXICO, INC.

 KEVIN PATTON
 DIRECTOR OF LAND PLANNING AND ENTITLEMENTS
 PULTE HOMES OF NEW MEXICO, INC.
 DATE 2/7/20

STATE OF NEW MEXICO }
 COUNTY OF BERNALILLO } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON *February 7th*, 2020
 BY: *Kevin Patton*
 NOTARY PUBLIC

Official Seal
 SANDRA A. ALVAREZ
 Notary Public
 State of New Mexico
 My Comm. Expires *9/22/20*

MY COMMISSION EXPIRES *9/22/20*

Easement Notes

- 1 EXISTING 10' PUBLIC UTILITY EASEMENT (12/27/2000, 2000C-316)
- 5 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- 6 TRACTS 1 TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND CONTAINS THE FOLLOWING BLANKET EASEMENTS GRANTED WITH THE FILING OF THIS PLAT:
 - PUBLIC SUBSURFACE SANITARY SEWER, PUBLIC SUBSURFACE WATERLINE EASEMENT TO BE GRANTED TO ABCWUA FOR OWNERSHIP, OPERATIONS AND MAINTENANCE OF THE PUBLIC WATER AND SANITARY SEWER INFRASTRUCTURE.
 - A PUBLIC SUBSURFACE DRAINAGE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE, FOR OWNERSHIP OPERATIONS AND MAINTENANCE OF ALL MAINLINE SUBSURFACE DRAINAGE INFRASTRUCTURE, SEE "DRAINAGE FACILITIES MAINTENANCE" NOTE ON SHEET 1 FOR MAINTENANCE INFORMATION
 - A PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT AND A PRIVATE SURFACE DRAINAGE EASEMENT GRANTED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, BENEFITING BENEFITING TRACT A, INSPIRATION SUBDIVISION, THE RESIDENTS OF THIS SUBDIVISION AND FUTURE PHASES 1C, 2A, 2B, AND 2C
 - A PRIVATE DRAINAGE SURFACE EASEMENT INCLUDING PONDS AND INLETS, SUBSURFACE LATERALS TO THE SUBSURFACE MAINLINE TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION PER DRAINAGE FACILITIES MAINTENANCE NOTE ON SHEET 1.
- 7 EXISTING PRIVATE DRAINAGE EASEMENT BENEFITING THE OWNERS OF THE LOTS OF INSPIRATION MAINTAINED BY THE HOME OWNER'S ASSOCIATION
- 8 TRACTS 7 THROUGH 10 CONTAIN A PRIVATE DRAINAGE EASEMENT GRANTED WITH THE FILING OF THIS PLAT AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, BENEFITING THE RESIDENTS OF THIS SUBDIVISION, SEE "DRAINAGE FACILITIES MAINTENANCE" NOTE ON THIS SHEET FOR MAINTENANCE INFORMATION
- 9 CROSS LOT DRAINAGE EASEMENT, BENEFITING PARCEL B, WESTLAND NORTH, GRANTED WITH THE FILING OF THIS PLAT

Easement Notes

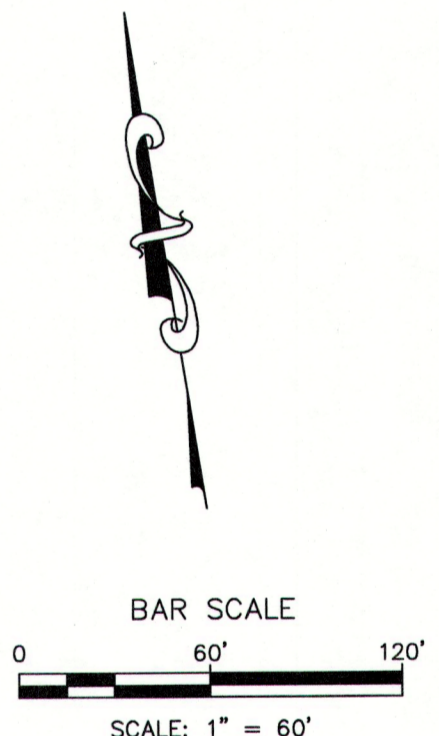
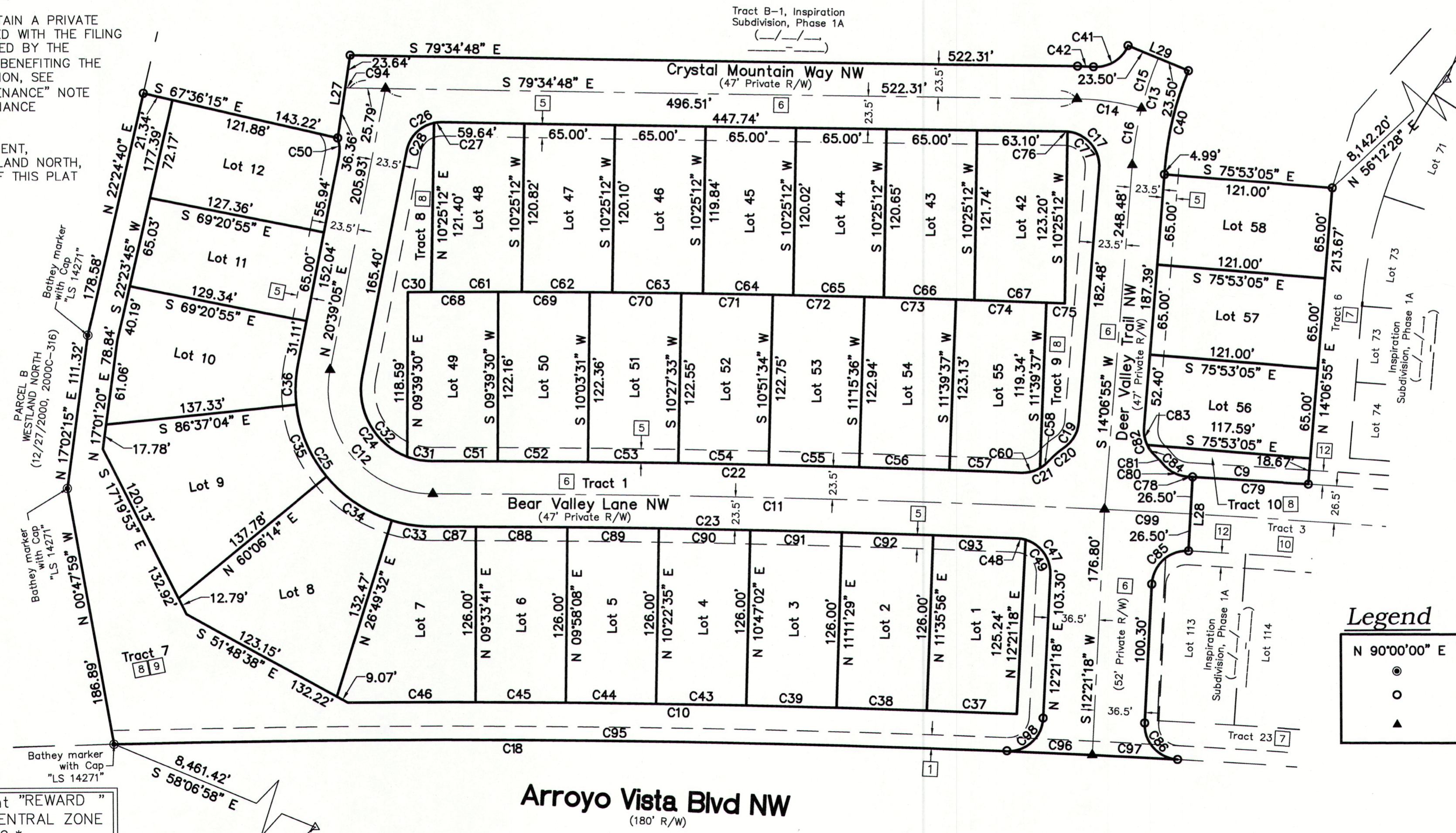
- 10 EXISTING PUBLIC SANITARY SEWER, WATER, PRIVATE SURFACE AND SUBSURFACE DRAINAGE EASEMENT, PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITING THE RESIDENTS OF THIS SUBDIVISION AND TRACT A, INSPIRATION SUBDIVISION (2/4/2019, 2019C-9)
- 12 EXISTING 10' PUBLIC UTILITY EASEMENT
- 13 EXISTING 47' WIDE FLOATING PRIVATE ACCESS EASEMENT ACROSS TRACT B-2, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A, PHASE 1A, AND PHASE 1B, INSPIRATION SUBDIVISION AS GRANTED ON THE PLAT OF INSPIRATION SUBDIVISION, PHASE 1A, FILED ___/___/___ IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT
- 14 EXISTING 47' WIDE FLOATING PUBLIC WATER AND PUBLIC SANITARY SEWER EASEMENT, ACROSS TRACTS B-2, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A, PHASE 1A, AND PHASE 1B, INSPIRATION SUBDIVISION AS GRANTED ON THE PLAT OF INSPIRATION SUBDIVISION, PHASE 1A, FILED ___/___/___ IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT

Easement Notes

- 15 EXISTING 10' WIDE FLOATING PUBLIC UTILITY EASEMENT, ACROSS TRACT B-2, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY PROPERTY OWNER BY FUTURE PLATTING ACTION, FOR THE SOLE BENEFIT OF TRACT A, PHASE 1A, AND PHASE 1B, INSPIRATION SUBDIVISION AS GRANTED ON THE PLAT OF INSPIRATION SUBDIVISION, PHASE 1A, FILED ___/___/___ IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 5 AS GRANTED WITH THE FILING OF THIS PLAT
- 16 EXISTING 47' WIDE FLOATING PUBLIC DRAINAGE EASEMENT, ACROSS TRACT B-2, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION BY PROPERTY OWNER, IS GRANTED TO THE CITY OF ALBUQUERQUE FOR THE BENEFIT OF THE PUBLIC OPEN SPACE AND TRACT A, PHASE 1A, AND PHASE 1B, INSPIRATION SUBDIVISION AS GRANTED ON THE PLAT OF INSPIRATION SUBDIVISION, PHASE 1A, FILED ___/___/___ IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT

**Plat for
Inspiration Subdivision
Phase 1C
Being Comprised of
Tract B-2, Inspiration
Subdivision, Phase 1A
City of Albuquerque
Bernalillo County, New Mexico
February 2020**

ACS Monument "BH_41"
NAD 1983 CENTRAL ZONE
X=1491701.376 *
Y=1496608.828 *
Z=N/A * (NAVD 1988)
G-G=0.999670930
Mapping Angle=-0°17'09.70"
*U.S. SURVEY FEET



Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
⊙	FOUND MONUMENT AS INDICATED
○	1/2" REBAR WITH CAP "LS 14271" UNLESS OTHERWISE NOTED
▲	SET CENTERLINE MONUMENT "LS 14271" UNLESS OTHERWISE NOTED

ACS Monument "REWARD"
NAD 1983 CENTRAL ZONE
X=1491190.819 *
Y=1487364.063 *
Z=5319.688 * (NAVD 1988)
G-G=0.999675005
Mapping Angle=-0°17'12.26"
*U.S. SURVEY FEET

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

**Plat for
Inspiration Subdivision
Phase 1C
Being Comprised of
Tract B-2, Inspiration
Subdivision, Phase 1A
City of Albuquerque
Bernalillo County, New Mexico
February 2020**

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C9	86.77'	9289.50'	0'32'07"	86.77'	N 77'01'00" W
C10	480.49'	9117.00'	3'01'11"	480.44'	N 79'30'15" W
C11	482.44'	9263.00'	2'59'03"	482.39'	N 79'08'15" W
C12	132.58'	75.00'	101'16'51"	115.98'	S 29'59'21" E
C13	79.11'	250.00'	18'07'47"	78.78'	S 23'10'48" W
C14	47.01'	180.00'	14'57'52"	46.88'	N 72'05'52" W
C15	38.00'	250.00'	8'42'32"	37.96'	S 27'53'26" W
C16	41.11'	250.00'	9'25'15"	41.06'	S 18'49'32" W
C17	40.88'	25.00'	93'41'43"	36.48'	N 32'43'57" W
C18	763.96'	9090.00'	4'48'55"	763.73'	N 79'40'02" W
C19	22.49'	25.00'	51'33'10"	21.74'	N 39'53'30" E
C20	13.93'	53.00'	15'03'17"	13.89'	S 58'08'26" W
C21	22.41'	25.00'	51'21'52"	21.67'	N 76'17'43" E
C22	422.58'	9286.50'	2'36'26"	422.54'	N 79'19'33" W
C23	419.55'	9239.50'	2'36'06"	419.51'	N 79'19'43" W
C24	91.04'	51.50'	101'16'51"	79.64'	S 29'59'21" E
C25	174.12'	98.50'	101'16'51"	152.32'	S 29'59'21" E
C26	34.81'	25.00'	79'46'07"	32.06'	S 60'32'08" W
C27	5.40'	25.00'	12'22'15"	5.39'	N 85'45'55" W
C28	29.41'	25.00'	67'23'53"	27.74'	S 54'21'01" W
C29	22.86'	325.50'	4'01'26"	22.86'	N 45'16'14" W
C30	16.96'	9409.46'	0'06'12"	16.96'	N 80'51'18" W
C31	18.73'	51.50'	20'50'21"	18.63'	S 70'12'36" E
C32	72.30'	51.50'	80'26'30"	66.51'	S 19'34'10" E
C33	30.01'	98.50'	17'27'19"	29.89'	S 71'54'07" E
C34	57.21'	98.50'	33'16'43"	56.41'	S 46'32'06" E
C35	57.21'	98.50'	33'16'42"	56.41'	S 13'15'24" E
C36	29.69'	98.50'	17'16'07"	29.58'	S 12'01'01" W
C37	64.67'	9117.00'	0'24'23"	64.67'	N 78'11'51" W
C38	64.82'	9117.00'	0'24'27"	64.82'	N 78'36'16" W
C39	64.82'	9117.00'	0'24'27"	64.82'	N 79'00'43" W
C40	71.67'	226.50'	18'07'47"	71.37'	S 23'10'48" W
C41	31.15'	25.00'	71'23'59"	29.18'	N 67'56'41" E
C42	11.45'	203.50'	3'13'29"	11.45'	N 77'58'04" W
C43	64.82'	9117.00'	0'24'27"	64.82'	N 79'25'09" W
C44	64.82'	9117.00'	0'24'27"	64.82'	N 79'49'36" W
C45	64.82'	9117.00'	0'24'27"	64.82'	N 80'14'02" W
C46	91.71'	9117.00'	0'34'35"	91.71'	N 80'43'33" W
C47	39.44'	25.00'	90'22'58"	35.47'	N 32'50'11" W
C48	6.23'	25.00'	14'16'09"	6.21'	N 70'53'36" W
C49	33.21'	25.00'	76'06'48"	30.82'	N 25'42'07" W
C50	13.08'	25.00'	29'58'18"	12.93'	N 05'39'55" E
C51	46.66'	9286.50'	0'17'16"	46.66'	N 80'29'08" W
C52	64.90'	9286.50'	0'24'01"	64.90'	N 80'08'29" W
C53	64.90'	9286.50'	0'24'01"	64.90'	N 79'44'28" W
C54	64.90'	9286.50'	0'24'01"	64.90'	N 79'20'27" W
C55	64.90'	9286.50'	0'24'01"	64.90'	N 78'56'25" W
C56	64.90'	9286.50'	0'24'01"	64.90'	N 78'32'24" W
C57	51.44'	9286.50'	0'19'03"	51.44'	N 78'10'52" W
C58	8.11'	25.00'	18'34'45"	8.07'	N 59'54'10" E
C59	18.50'	834.00'	1'16'16"	18.50'	N 42'39'22" E
C60	14.31'	25.00'	32'47'08"	14.11'	N 85'35'06" E
C61	65.01'	9409.46'	0'23'45"	65.01'	N 80'36'20" W
C62	65.00'	9409.46'	0'23'45"	65.00'	N 80'12'35" W
C63	65.00'	9409.46'	0'23'45"	65.00'	N 79'48'50" W
C64	65.00'	9409.46'	0'23'45"	65.00'	N 79'25'05" W
C65	65.00'	9409.46'	0'23'45"	65.00'	N 79'01'20" W
C66	65.01'	9409.46'	0'23'45"	65.01'	N 78'37'35" W
C67	65.02'	9409.46'	0'23'45"	65.02'	N 78'13'50" W
C68	65.00'	9409.46'	0'23'45"	65.00'	N 80'42'32" W

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C69	65.75'	9409.46'	0'24'01"	65.75'	N 80'18'38" W
C70	65.75'	9409.46'	0'24'01"	65.75'	N 79'54'37" W
C71	65.75'	9409.46'	0'24'01"	65.75'	N 79'30'36" W
C72	65.75'	9409.46'	0'24'01"	65.75'	N 79'06'34" W
C73	65.76'	9409.46'	0'24'01"	65.76'	N 78'42'33" W
C74	65.00'	9409.46'	0'23'45"	65.00'	N 78'18'40" W
C75	13.24'	9409.46'	0'04'50"	13.24'	N 78'04'22" W
C76	1.90'	25.00'	4'21'38"	1.90'	N 77'23'59" W
C77	38.98'	25.00'	89'20'05"	35.15'	N 30'33'08" W
C78	3.43'	9289.50'	0'01'16"	3.43'	N 77'16'25" W
C79	83.33'	9289.50'	0'30'50"	83.33'	N 77'00'21" W
C80	21.16'	25.00'	48'30'01"	20.54'	S 53'02'03" E
C81	8.00'	53.00'	8'39'12"	8.00'	N 33'06'39" W
C82	22.49'	25.00'	51'33'10"	21.74'	S 11'39'40" E
C83	13.20'	25.00'	30'15'25"	13.05'	S 01'00'48" E
C84	9.29'	25.00'	21'17'45"	9.24'	S 26'47'22" E
C85	39.44'	25.00'	90'22'56"	35.47'	S 57'32'45" W
C86	39.10'	25.00'	89'36'52"	35.24'	S 32'27'08" E
C87	30.79'	9239.50'	0'11'27"	30.79'	N 80'32'03" W
C88	65.72'	9239.50'	0'24'27"	65.72'	N 80'14'06" W
C89	65.72'	9239.50'	0'24'27"	65.72'	N 79'49'38" W
C90	65.72'	9239.50'	0'24'27"	65.72'	N 79'25'11" W
C91	65.72'	9239.50'	0'24'27"	65.72'	N 79'00'44" W
C92	65.72'	9239.50'	0'24'27"	65.72'	N 78'36'17" W
C93	60.17'	9239.50'	0'22'23"	60.17'	N 78'12'52" W
C94	3.14'	75.00'	2'24'04"	3.14'	S 78'22'46" E
C95	641.30'	9090.00'	4'02'32"	641.16'	N 80'03'14" W
C96	61.33'	9090.00'	0'23'12"	61.33'	N 77'50'22" W
C97	61.33'	9090.00'	0'23'12"	61.33'	N 77'27'10" W
C98	39.10'	25.00'	89'36'45"	35.24'	N 57'09'40" E
C99	61.84'	9263.00'	0'22'57"	61.84'	S 77'27'15" E

*C1-C8 ARE INTENTIONALLY OMITTED

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.
- Qwest 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.
- Cable TV for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

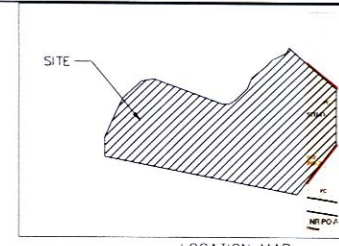
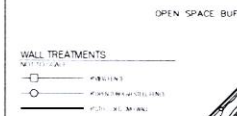
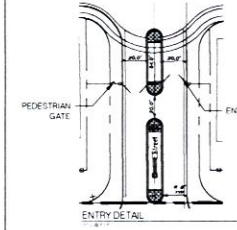
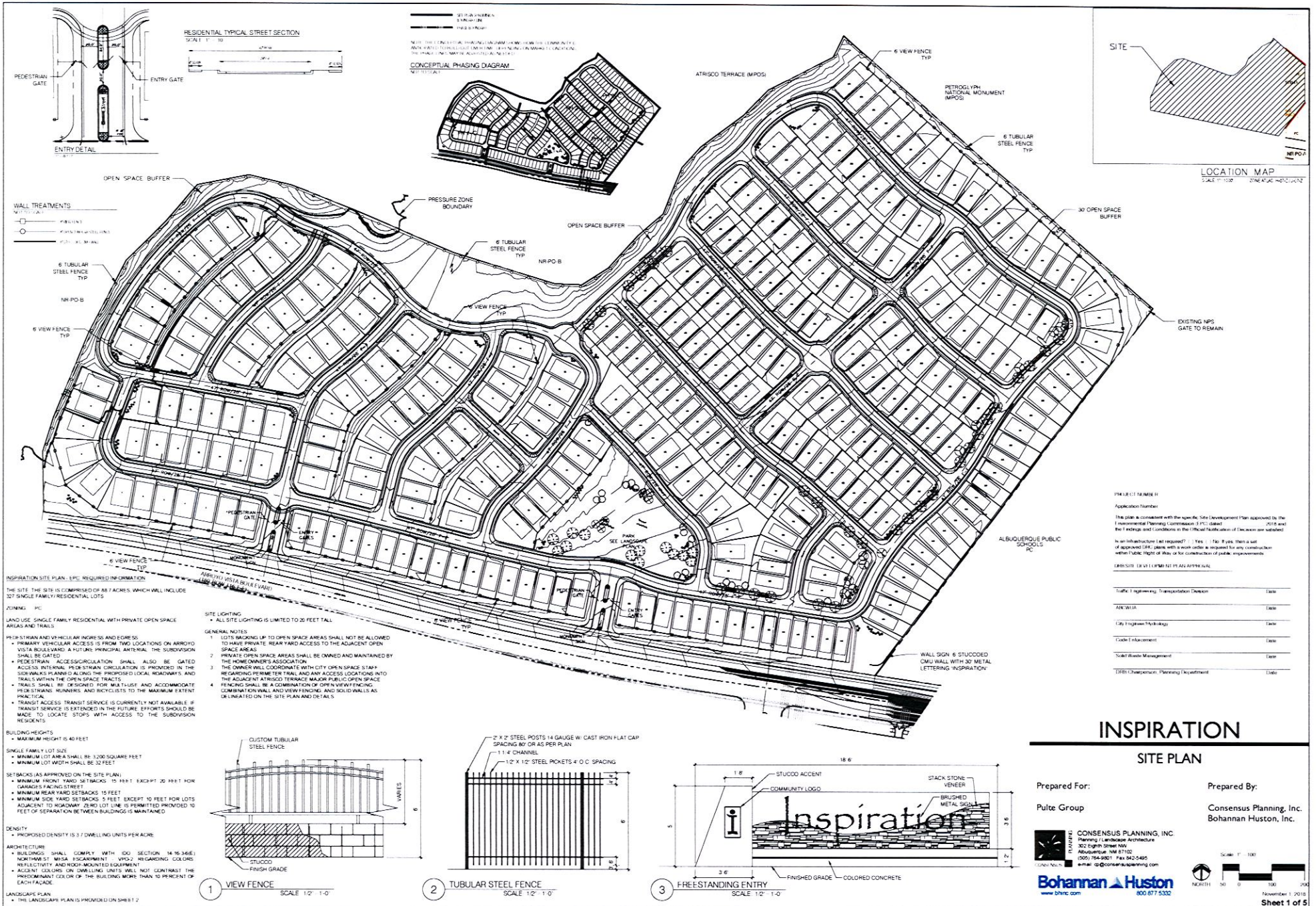
In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other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

Parcel Table		
Parcel Name	Area (Acres)	Area (Sq. Ft)
Lot 1	0.1894	8,252
Lot 2	0.1888	8,224
Lot 3	0.1888	8,224
Lot 4	0.1888	8,224
Lot 5	0.1888	8,224
Lot 6	0.1888	8,224
Lot 7	0.2361	10,285
Lot 8	0.2893	12,601
Lot 9	0.3001	13,072
Lot 10	0.2436	10,610
Lot 11	0.1915	8,343
Lot 12	0.2033	8,856
Lot 42	0.1827	7,960
Lot 43	0.1808	7,875
Lot 44	0.1795	7,820
Lot 45	0.1789	7,793
Lot 46	0.1790	7,796
Lot 47	0.1797	7,827
Lot 48	0.1811	7,887
Lot 49	0.1817	7,914
Lot 50	0.1833	7,986
Lot 51	0.1836	7,999
Lot 52	0.1839	8,012
Lot 53	0.1842	8,025
Lot 54	0.1845	8,037
Lot 55	0.1835	7,993
Lot 56	0.1802	7,851
Lot 57	0.1806	7,865
Lot 58	0.1806	7,865
Tract 1	2.1465	93,501
Tract 7	0.9099	39,634
Tract 8	0.1440	6,272
Tract 9	0.1234	5,375
Tract 10	0.0484	2,109

Line Table		
Line #	Direction	Length (ft)
L27	N 18'03'26" E	60.00'
L28	N 12'44'13" E	53.00'
L29	S 57'45'18" E	47.00'

*L1-L26 ARE INTENTIONALLY OMITTED

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



INSPIRATION SITE PLAN, EPC REQUIRED INFORMATION

THE SITE, THE SITE IS COMPRISED OF 88 ACRES, WHICH WILL INCLUDE 227 SINGLE FAMILY RESIDENTIAL LOTS

ZONING: PC

LAND USE: SINGLE FAMILY RESIDENTIAL WITH PRIVATE OPEN SPACE AREAS AND TRAILS

PEDESTRIAN AND VEHICULAR ACCESS AND EGRESS

- PRIMARY VEHICULAR ACCESS IS FROM TWO LOCATIONS ON ARROYO VISTA BOULEVARD. A FUTURE PRINCIPAL ARTERIAL, THE SUBDIVISION SHALL BE GATED.
- PEDESTRIAN ACCESS/CIRCULATION SHALL ALSO BE GATED ACCESS INTERNAL PEDESTRIAN CIRCULATION IS PROVIDED IN THE SIDE WALKS PLANNED ALONG THE PROPOSED LOCAL ROADWAYS, AND TRAILS WITHIN THE OPEN SPACE TRACTS.
- TRAILS SHALL BE DESIGNED FOR MULTIPLE AND ACCOMMODATE PEDESTRIANS, RUNNERS, AND BICYCLISTS TO THE MAXIMUM EXTENT PRACTICAL.
- TRANSIT ACCESS: TRANSIT SERVICE IS CURRENTLY NOT AVAILABLE IF TRANSIT SERVICE IS EXTENDED IN THE FUTURE, EFFORTS SHOULD BE MADE TO LOCATE STOPS WITH ACCESS TO THE SUBDIVISION RESIDENTS.

SITE LIGHTING:

- ALL SITE LIGHTING IS LIMITED TO 20 FEET TALL

GENERAL NOTES

- LOTS BACKING UP TO OPEN SPACE AREAS SHALL NOT BE ALLOWED TO HAVE PRIVATE REAR YARD ACCESS TO THE ADJACENT OPEN SPACE AREAS.
- PRIVATE OPEN SPACE AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE OWNER WILL COORDINATE WITH CITY OPEN SPACE STAFF REGARDING PERMITS, TRAIL AND ANY ACCESS LOCATIONS INTO THE ADJACENT ATRISCO TERRACE MAJOR PUBLIC OPEN SPACE.
- FENCING SHALL BE A COMBINATION OF OPEN VIEW FENCING, COMBINATION WALL AND VIEW FENCING, AND SOLID WALLS AS DELINEATED ON THE SITE PLAN AND DETAILS.

BUILDING HEIGHTS

- MAXIMUM HEIGHT IS 40 FEET

SINGLE FAMILY LOT SIZE

- MINIMUM LOT AREA SHALL BE 1200 SQUARE FEET
- MINIMUM LOT WIDTH SHALL BE 32 FEET

SETBACKS AS APPROVED ON THE SITE PLAN:

- MINIMUM FRONT YARD SETBACKS TO 15:1 EXCEPT 20 FEET FOR GARAGES FACING STREET
- MINIMUM REAR YARD SETBACKS 15 FEET
- MINIMUM SIDE YARD SETBACKS 5 FEET EXCEPT 10 FEET FOR LOTS ADJACENT TO HIGHWAY 20 AND LOT 10 IS PRINTED PROVIDED 10 FEET OF SEPARATION BETWEEN BUILDINGS IS MAINTAINED.

DENSITY:

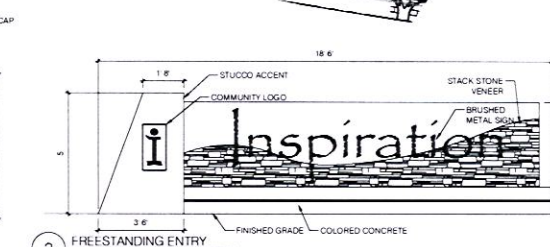
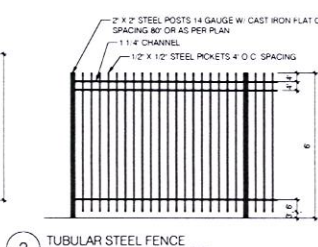
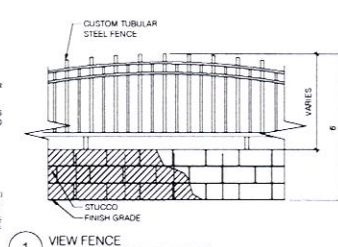
- PROPOSED DENSITY IS 3 DWELLING UNITS PER ACRE

ARCHITECTURE:

- BUILDINGS SHALL COMPLY WITH IBC SECTION 14.10.3 (605) NORTHWEST WASH. ESCAPEMENT (VIEWS REGARDING COLOR, REFLECTIVITY AND ROOF-MOUNTED EQUIPMENT)
- ACCENT COLORS ON DWELLING UNITS WILL NOT CONTRAST THE PREDOMINANT COLOR OF THE BUILDING MORE THAN 10 PERCENT OF EACH FACADE.

LANDSCAPE PLAN:

- THE LANDSCAPE PLAN IS PROVIDED ON SHEET 2



INSPIRATION

SITE PLAN

Prepared For: **Pulte Group**

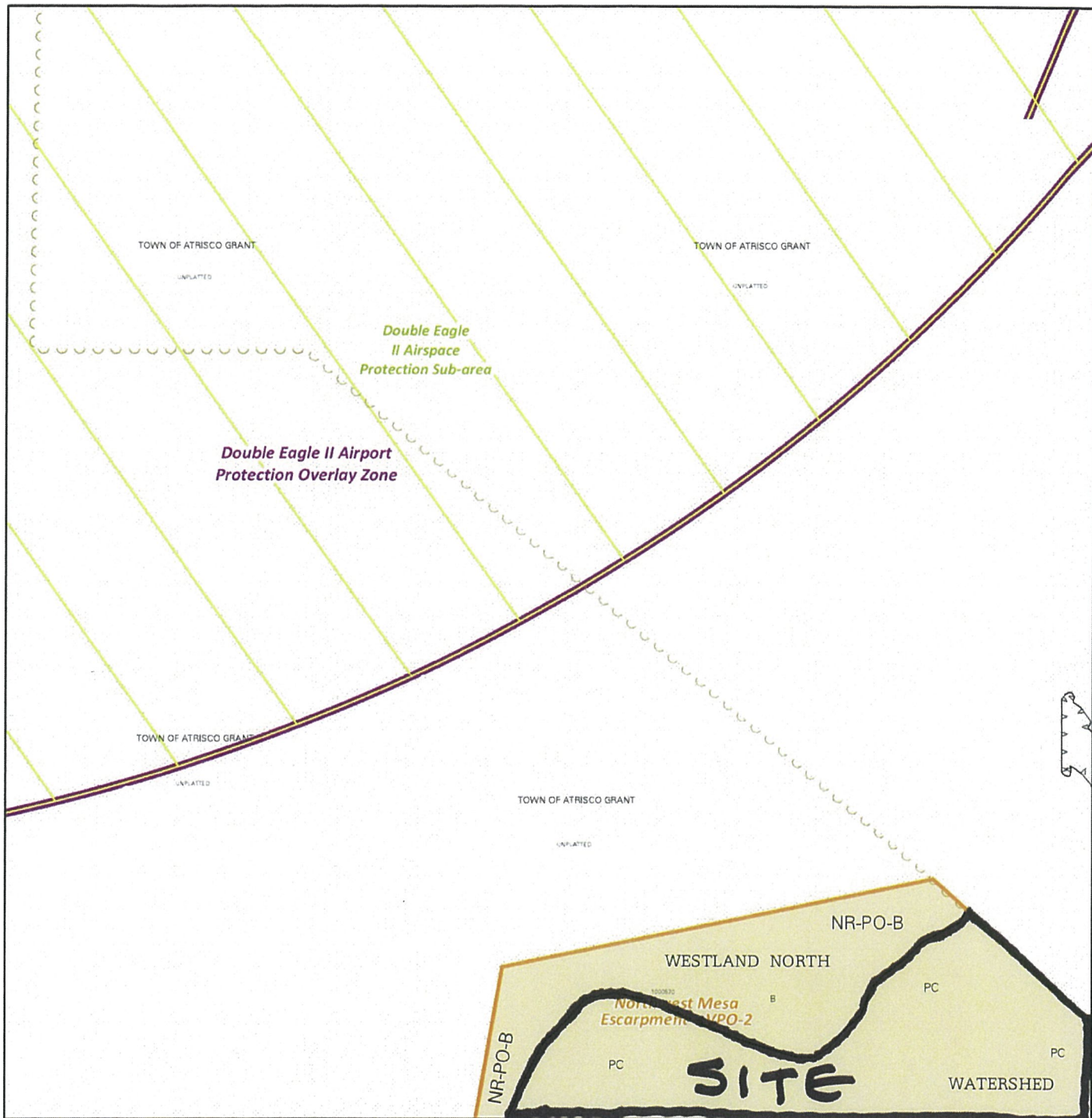
Prepared By: **Consensus Planning, Inc. Bohannon Huston, Inc.**

CONSENSUS PLANNING, INC.
 Planning / Landscape Architecture
 302 Eighth Street NW
 Albuquerque, NM 87102
 (505) 764-9851 Fax: 505-242-5405
 e-mail: info@consensusplanning.com

Bohannon Huston
www.bhinc.com
 800.677.5332

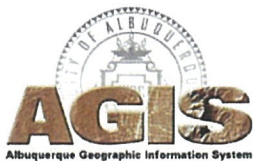
Scale: 1" = 100'

November 1, 2015
 Sheet 1 of 5

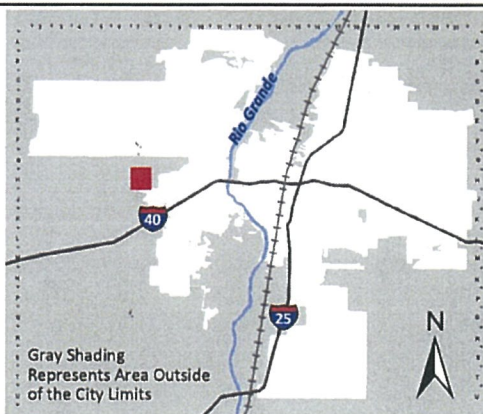


For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018

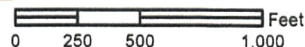


IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).



Zone Atlas Page:
H-07-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



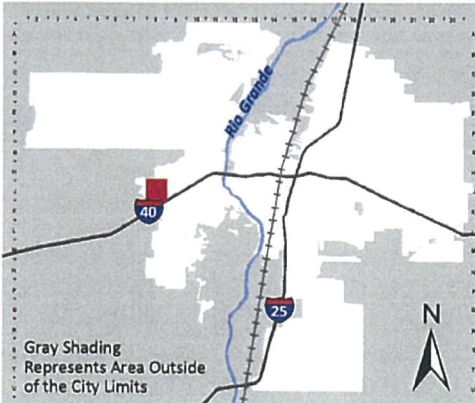


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IDO Zone Atlas May 2018



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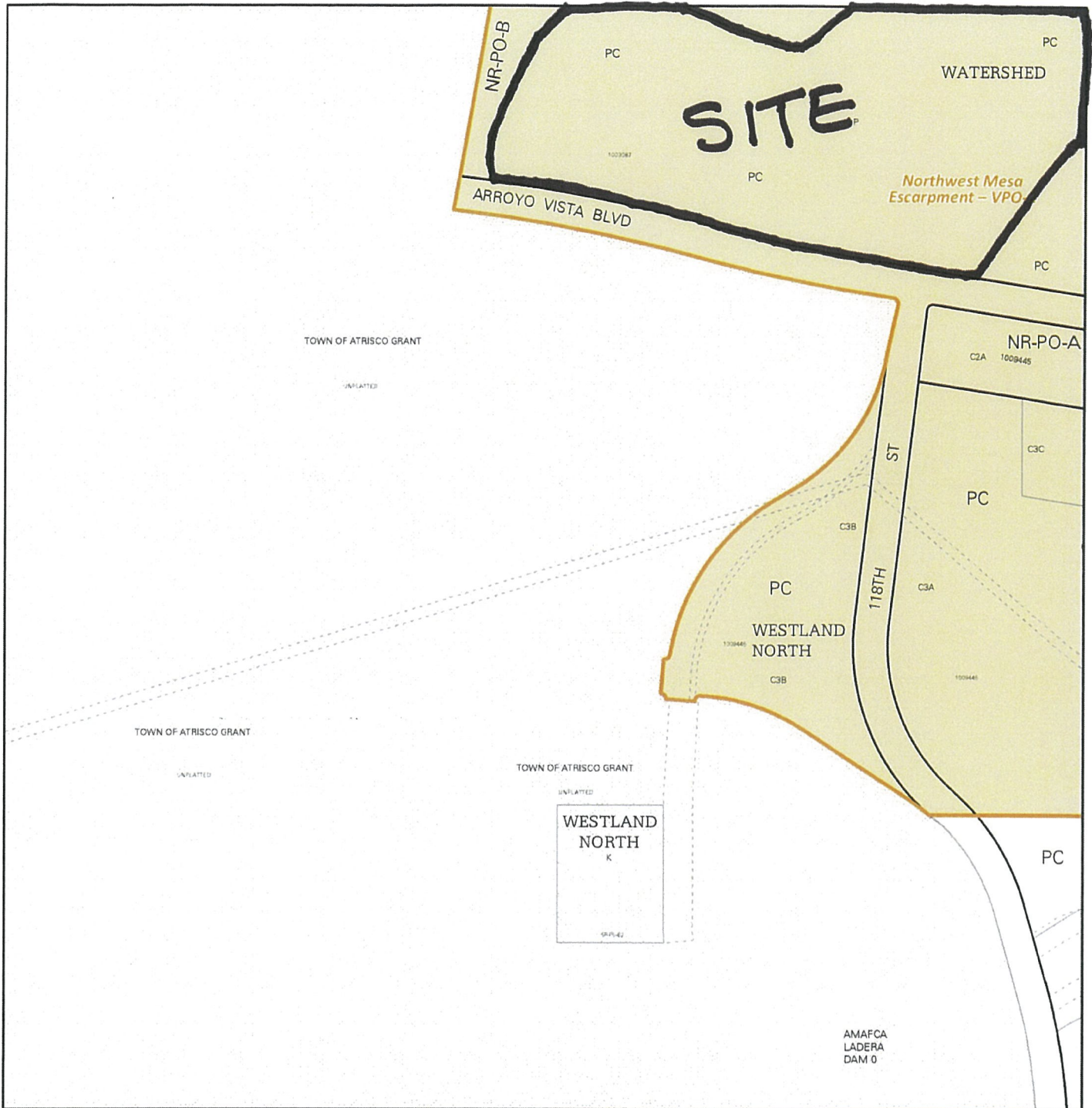


Gray Shading
Represents Area Outside
of the City Limits

Zone Atlas Page:
J-08-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

0 250 500 1,000 Feet

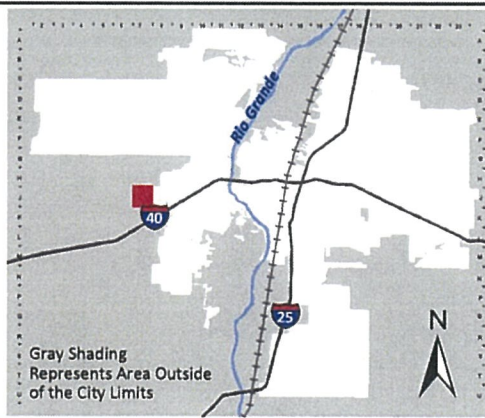


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IDO Zone Atlas May 2018

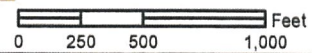


IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
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Integrated Development Ordinance (IDO).



Zone Atlas Page:
J-07-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



**ASSIGNMENT AND AMENDMENT TO AGREEMENT TO
CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

NAME OF PROJECT: Inspiration Subdivision, 1B

ORIGINAL DEVELOPER/ASSIGNOR: Pulte Development of New Mexico, Inc.

NEW OWNER/ASSIGNEE: Pulte Homes of New Mexico, Inc.

CITY PROJECT # 651184

THIS ASSIGNMENT AND AMENDMENT is made this 10th day of February, 2020, by the City of Albuquerque, New Mexico ("City") and (the original Developer) **Pulte Development of New Mexico, Inc.** ("Assignor") and (the new owner), **Pulte Homes of New Mexico, Inc.** ("Assignee") a, (state type of business entity, for instance "corporation," "general partnership", "joint venture", "individual," etc.): a **Michigan Corporation**, whose address is **7601 Jefferson NE, Ste. 320, Albuquerque, NM, 87111** and whose telephone number is **(505) 341-8591**, is made in Albuquerque, New Mexico and is effective as of the date of final execution on this Agreement.

WHEREAS, the parties agree that the word "Subdivider" used in any previous Agreements is replaced with the word "Developer" for this Agreement. This change has no substantive effect on any other provision of the agreement.

WHEREAS, the Assignor was the Developer of the (Name of Project:) **Inspiration Subdivision, 1B (Replat of Tract A & B Inspiration)**, City Project No: **651184**; and

WHEREAS, the City and the Assignor entered into an Agreement ("Original Agreement") on 9th day of **December, 2019**, which was recorded on 13th day of **December, 2019**, pages 1 through 22, as Document No. **2019106589**, in the records of the Bernalillo County Clerk, State of New Mexico, wherein Assignor agreed to construct certain public and/or private improvements described in Exhibit A, to the Original Agreement; and

WHEREAS, the Developer has requested that the present property owner, Pulte Homes of New Mexico, Inc., be responsible to complete certain infrastructure improvements described in Exhibit A, to the Original Agreement; and

WHEREAS, the Original Agreement provides that if the Developer's Property or any part thereof is sold, conveyed or assigned the City will not release the Assignor from its obligations, nor will the City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into an Infrastructure Improvements Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and

THEREFORE, the Assignor, Assignee and the City agree:

Doc# 2020014258

02/14/2020 10:51 AM Page: 1 of 4
ASSN R \$25.00 Linda Stover, Bernalillo County



1. Assignment: Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Original Agreement as amended. Assignee hereby accepts said assignment, and assumes the Original Agreement as amended, and all of the duties and obligations of Assignor hereunder. All references in the Original Agreement as amended to the Assignor as "Developer" Developer are deleted and the Assignee is substituted hereafter. Assignee agrees that the terms and conditions of the Original Agreement as amended which previously applied to Assignor are hereby ratified and confirmed by, and made applicable to Assignee.

2. Amend Exhibit A, DRB # _____ Infrastructure List dated _____ of the Original Agreement to include **Exhibit A-1**, DRB # _____ Infrastructure List dated _____.

3. Financial Guarantee: With this Assignment and Amendment, Assignee has provided the City with the following Financial Guarantee:

Type of Financial Guaranty: **Subdivision Bond No.US00096639SU20A**

Amount: **\$1,762,891.13**

Name of Financial Institution or Surety providing Guaranty: **XL Specialty Insurance Co.**

Date City first able to call Guaranty (Construction Completion Deadline): **June 26, 2021**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **August 26, 2021**

Additional information: _____

4. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Assignment and Amendment and the terms and conditions of the Original Agreement, in which case the terms and conditions of this Assignment to Original Agreement will control.

5. Entire Agreement: This Assignment and Amendment 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.

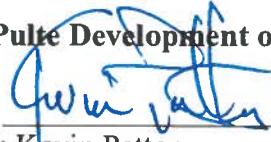
6. Changes to Agreement: Changes to this Assignment and Amendment are not binding unless made in writing, signed by all parties.

7. Form not Changed: Assignor and Assignee agree that changes to this form are not binding unless initialed by both on this form.

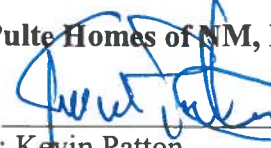
8. Authority to Execute: If the Assignor signing below was not the prior owner of the Developer's Property, or the Assignee is not the present owner of the Developer's Property, the true past and/or present owner(s) must execute and deliver to the City a Power of Attorney or other evidence of authority which is acceptable to the City, establishing the authority of the Assignor and/or Assignee to sign this Amendment.

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

ASSIGNOR: Pulte Development of NM, Inc.

By (signature): 
Name (printed): Kevin Patton
Title: Director of Land Planning & Development
Date: 2/7/2020

ASSIGNEE: Pulte Homes of NM, Inc.

By (signature): 
Name (printed): Kevin Patton
Title: Director of Land Planning & Development
Date: 2/7/2020

ASSIGNOR'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 7th day of February 2020,
by [name of person] Kevin Patton, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Development of ("Developer") Pulte Development of NM, Inc.


Notary Public

My Commission Expires: 9/22/22

(SEAL)



ASSIGNEE'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

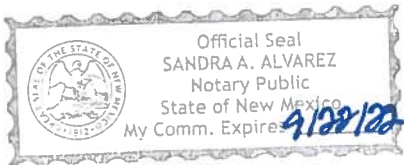
This instrument was acknowledged before me on 7th day of February, 2020,
by [name of person] Kevin Patton, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Development of ("Developer") Pulte Homes of NM, Inc.

Sandra Alvarez

Notary Public

My Commission Expires: 9/22/22

(SEAL)



CITY OF ALBUQUERQUE:

By: [Signature] AW
Shahab Biazar, P.E., City Engineer

Date: 2/10/20

CITY'S NOTARY

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

This instrument was acknowledged before me on this 10th day of February, 2020
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

Rachael Miranda

Notary Public

My Commission Expires: 10/6/2021



**ASSIGNMENT AND AMENDMENT TO AGREEMENT TO
CONSTRUCT INFRASTRUCTURE IMPROVEMENTS**

NAME OF PROJECT: Inspiration Subdivision, 1C

ORIGINAL DEVELOPER/ASSIGNOR: Pulte Development of New Mexico, Inc.

NEW OWNER/ASSIGNEE: Pulte Homes of New Mexico, Inc.

CITY PROJECT # 651185

THIS ASSIGNMENT AND AMENDMENT is made this 10th day of February, 2020, by the City of Albuquerque, New Mexico ("City") and (the original Developer) **Pulte Development of New Mexico, Inc.** ("Assignor") and (the new owner), **Pulte Homes of New Mexico, Inc.** ("Assignee") a, (state type of business entity, for instance "corporation," "general partnership", "joint venture", "individual," etc.): a **Michigan Corporation**, whose address is **7601 Jefferson NE, Ste. 320, Albuquerque, NM, 87111** and whose telephone number is **(505) 341-8591**, is made in Albuquerque, New Mexico and is effective as of the date of final execution on this Agreement.

WHEREAS, the parties agree that the word "Subdivider" used in any previous Agreements is replaced with the word "Developer" for this Agreement. This change has no substantive effect on any other provision of the agreement.

WHEREAS, the Assignor was the Developer of the (Name of Project:) **Inspiration Subdivision, 1C (Replat of Tract A & B Inspiration)**, City Project No: **651185**; and

WHEREAS, the City and the Assignor entered into an Agreement ("Original Agreement") on 9th day of **December, 2019**, which was recorded on 13th day of **December, 2019**, pages 1 through 22, as Document No. **2019106588**, in the records of the Bernalillo County Clerk, State of New Mexico, wherein Assignor agreed to construct certain public and/or private improvements described in Exhibit A, to the Original Agreement; and

WHEREAS, the Developer has requested that the present property owner, Pulte Homes of New Mexico, Inc., be responsible to complete certain infrastructure improvements described in Exhibit A, to the Original Agreement; and

WHEREAS, the Original Agreement provides that if the Developer's Property or any part thereof is sold, conveyed or assigned the City will not release the Assignor from its obligations, nor will the City release Assignor's financial guaranty until a successor in interest to the Assignor has entered into an Infrastructure Improvements Agreement with the City and posted a substitute financial guaranty satisfactory to the City; and

THEREFORE, the Assignor, Assignee and the City agree:

Doc# 2020014261

02/14/2020 10:53 AM Page: 1 of 4
ASSN R: \$25.00 Linda Stover, Bernalillo County



1. Assignment: Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Original Agreement as amended. Assignee hereby accepts said assignment, and assumes the Original Agreement as amended, and all of the duties and obligations of Assignor hereunder. All references in the Original Agreement as amended to the Assignor as "Developer" Developer are deleted and the Assignee is substituted hereafter. Assignee agrees that the terms and conditions of the Original Agreement as amended which previously applied to Assignor are hereby ratified and confirmed by, and made applicable to Assignee.

2. Amend Exhibit A, DRB # _____ Infrastructure List dated _____ of the Original Agreement to include **Exhibit A-1**, DRB # _____ Infrastructure List dated _____.

3. Financial Guarantee: With this Assignment and Amendment, Assignee has provided the City with the following Financial Guarantee:

Type of Financial Guaranty: **Subdivision Bond No.US00096638SU20A**

Amount: **\$1,103,271.89**

Name of Financial Institution or Surety providing Guaranty: _____
XL Specialty Insurance Co.

Date City first able to call Guaranty (Construction Completion Deadline):
June 26, 2021

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **August 26, 2021**

Additional information: _____

4. Other Terms Unchanged: Except as amended herein, the terms and conditions of the Original Agreement will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Assignment and Amendment and the terms and conditions of the Original Agreement, in which case the terms and conditions of this Assignment to Original Agreement will control.

5. Entire Agreement: This Assignment and Amendment 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.

6. Changes to Agreement: Changes to this Assignment and Amendment are not binding unless made in writing, signed by all parties.

7. Form not Changed: Assignor and Assignee agree that changes to this form are not binding unless initialed by both on this form.

8. Authority to Execute: If the Assignor signing below was not the prior owner of the Developer's Property, or the Assignee is not the present owner of the Developer's Property, the true past and/or present owner(s) must execute and deliver to the City a Power of Attorney or other evidence of authority which is acceptable to the City, establishing the authority of the Assignor and/or Assignee to sign this Amendment.

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

ASSIGNOR: Pulte Development of NM, Inc.

By (signature): [Signature]
Name (printed): Kevin Patton
Title: Director of Land Planning & Development
Date: 2/7/20

ASSIGNEE: Pulte Homes of NM, Inc.

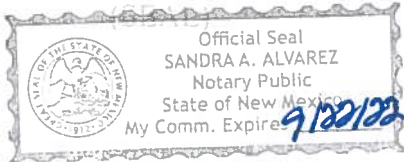
By (signature): [Signature]
Name (printed): Kevin Patton
Title: Director of Land Planning & Development
Date: 2/7/20

ASSIGNOR'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 7th day of February 2020,
by [name of person] Kevin Patton, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Development of ("Developer") Pulte Development of NM, Inc.

[Signature]
Notary Public
My Commission Expires: 9/23/22



ASSIGNEE'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

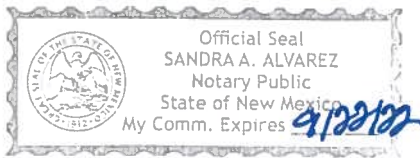
This instrument was acknowledged before me on 7th day of February, 2020,
by [name of person] Kevin Patton, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Development of ("Developer") Pulte Homes of NM, Inc.

Sandra A. Alvarez

Notary Public

My Commission Expires: 9/22/22

(SEAL)



CITY OF ALBUQUERQUE:

By: [Signature] (AU)
Shahab Biazar, P.E., City Engineer

Date: 2/10/20

CITY'S NOTARY

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

This instrument was acknowledged before me on this 10th day of February, 2020,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

Rachael Miranda

Notary Public

My Commission Expires: 10/6/2021



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) February 13, 2020, 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 address is **7601 Jefferson NE, Ste. 320, Albuquerque, New Mexico, 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 B Inspiration Subdivision** recorded on **February 4, 2019**, attached, pages 1 through 3, as Document No. **2019008586** 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, a Michigan Corporation** ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as **Inspiration – Offsite (Replat of Tract A & B Inspiration Subdivision)** 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 31, 2022** ("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. **651189**.



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 **CSI- Cartesian Survey, Inc.**, and construction surveying of the private Improvements shall be performed by **CSI- Cartesian Survey, Inc.** 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 **Bohannan Huston, Inc.** and inspection of the private Improvements shall be performed by **Bohannan Huston, Inc.**, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the 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 **Bohannan Huston, Inc.**, and field testing of the private Improvements shall be performed by **Bohannan Huston, 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: Subdivision Bond No. ES000003751
Amount: \$1,730,586.71
Name of Financial Institution or Surety providing Guaranty: Everest Reinsurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
January 31, 2022
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

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

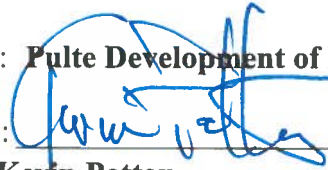
20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.



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: **Pulte Development of New Mexico Inc.** CITY OF ALBUQUERQUE

By [Signature]: 
Name [Print]: **Kevin Patton**
Title: **Director of Land Planning &**

By:  
Shahab Biazar, P.E., City Engineer
Dated: 2/13/20

Entitlements

Dated: 2/16/20

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on this 6 day of February, 2020 by
[name of person:] Kevin Patton, [title or capacity, for instance,
"President" or "Owner":] Director of Land Planning & Entitlements of
[Developer:] Pulte Development of New Mexico.



Dawn Sena
Notary Public
My Commission Expires: 5/11/25

CITY'S NOTARY

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

This instrument was acknowledged before me on this 13th day of February, 2020,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

(SEAL)



Charlotte LaBadie
Notary Public
My Commission Expires: March 15, 2021

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

(To be used with IIA Procedure B, B-Modified, or Sidewalk Deferral)

POWER OF ATTORNEY

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

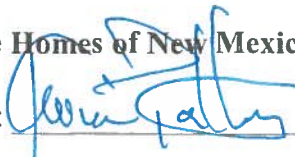
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

[State name of present real property owner exactly as shown on the real estate document conveying title in the Developer's Property to the present owner:] Pulte Homes of New Mexico, Inc.("Owner"), of [address:] 7601 Jefferson NE, Ste, 320, Albuquerque, NM, 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**

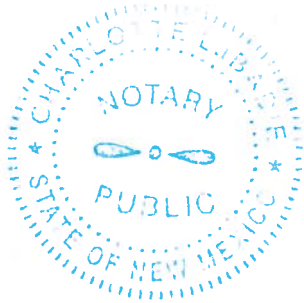
Title: **Director of Land Planning & Entitlements**

Dated: 11/21/19

The foregoing Power of Attorney was acknowledged before me on November 21, 2019 by [name of person:] **Kevin Patton**, [title or capacity, for instance "President":] **Director of Land Planning & Entitlements** of [Owner:] **Pulte Homes of New Mexico, Inc.** on behalf of the Owner.


Notary Public

My Commission Expires: March 15, 2021



Annotated 1/18/2009 by WMS DC

C:\7601 DRC
Project No

Date Submitted: 6.12.19
 Date Site Plan Approved: 6.12.19
 Date Preliminary Plat Approved: 6.26.19
 Date Preliminary Plat Expires: 6.26.2020
 DRB Project No: PA-2019-001752

ORIGINAL

Figure 12
 INFRASTRUCTURE LIST

EXHIBIT "A"
 TO SUBDIVISION IMPROVEMENTS AGREEMENT
 DEVELOPMENT REVIEW BOARD (D R B) REQUIRED INFRASTRUCTURE LIST
 INSPIRATION AT WATERSHED PHASE 1A, 1B, 1C & 2A, 2B, 2C
 (TRACT P)

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 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 guarantees. 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 agreement. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction on which which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	65183	8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	BEAR VALLEY LANE	PHASE 1C/ 1A BOUNDARY	PHASE 1A/ 1B BOUNDARY	/	/	/
	"	6" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	BEAVER MOUNTAIN TRAIL	ANGEL FIRE TRAIL	BEAR VALLEY LANE	/	/	/
	"	6" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	COPPER MOUNTAIN TRAIL	ANGEL FIRE TRAIL	BEAR VALLEY LANE	/	/	/
	"	8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ANGEL FIRE TRAIL	PHASE 2A/ 1A BOUNDARY	COPPER MOUNTAIN TRAIL	/	/	/
	"	8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	GATEWAY LANE	BEAR VALLEY LANE	ARROYO VISTA	/	/	/
	"	6" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ALPINE MEADOWS LANE	COPPER MOUNTAIN TRAIL	BEAR VALLEY LANE	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	65183	8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	BEAR VALLEY LANE	PHASE 1C/ 1A BOUNDARY	20' PUBLIC SAS EASEMENT BTWN LOTS 143-236	/	/	/
	"	8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	BEAVER MOUNTAIN TRAIL	LOT 84	BEAR VALLEY LANE	/	/	/
	"	8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	COPPER MOUNTAIN TRAIL	LOT 85	BEAR VALLEY LANE	/	/	/
	"	8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	BETWEEN LOTS 143-236 20' SANITARY SEWER EASEMENT	BEAR VALLEY LANE	ARROYO VISTA	/	/	/
	"	8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	ALPINE MEADOWS LANE	LOT 101	BEAR VALLEY LANE	/	/	/

* 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 #
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Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
PRIVATE STORM DRAIN IMPROVEMENTS-PHASE 1A							
24" DIA	RCP W/NEC MHS, LATERALS & INLETS	BEAVER MOUNTAIN TRAIL	POND 1	BEAR VALLEY LANE	/	/	/
18-24" DIA	RCP W/NEC MHS, LATERALS & INLETS	ANGEL FIRE TRAIL	ROUNDABOUT RETURN	POND 1	/	/	/
18-42" DIA	RCP W/NEC MHS, LATERALS & INLETS	BEAR VALLEY LANE	LOT 113	POND 2	/	/	/
18-30" DIA	RCP W/NEC MHS, LATERALS & INLETS	ARROYO VISTA	POND 2	APS DIVERSION CHANNEL	/	/	/
18-54" DIA	RCP W/NEC MHS, LATERALS & INLETS	ARROYO VISTA	POND 2	STORM DRAIN ON ARROYO VISTA	/	/	/
	POND 1 (2.0 AC-FT)	BUFFER NORTH OF ANGEL FIRE TRAIL			/	/	/
	POND 2 (1.2 AC-FT)	TRACT 24	LOT 143	LOT 236	/	/	/
30" DIA	RCP W/NEC MHS	ARROYO VISTA	STORM PIPE OUT OF INSPIRATION SUBDIVISION	EX 54" SD PIPE FROM DAM 9 DIVERSION	/	/	/
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 BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER						
	ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC						

SIA Sequence #	COA DRC Project #
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Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
PRIVATE ROADWAY IMPROVEMENTS - ON-SITE PHASE 1A							
32' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BEAR VALLEY LANE	PHASE 1C/ 1A BOUNDARY	PHASE 1A/ 1B BOUNDARY	/	/	/
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BEAVER MOUNTAIN TRAIL	ANGEL FIRE TRAIL	BEAR VALLEY LANE	/	/	/
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	SANDIA WAY	BEAVER MOUNTAIN TRAIL	COPPER MOUNTAIN TRAIL	/	/	/
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	COPPER MOUNTAIN TRAIL	ANGEL FIRE TRAIL	BEAR VALLEY LANE	/	/	/
26' F-F W/ TRAFFIC CIRCLE	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON ONE SIDE	ANGEL FIRE TRAIL	PHASE 2A/ 1A BOUNDARY	COPPER MOUNTAIN TRAIL	/	/	/
52' F-F 10' MEDIAN 20' INGRESS 22' EGRESS	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 6' WIDE ON ONE SIDE	GATEWAY LANE	BEAR VALLEY LANE	ARROYO VISTA	/	/	/

Private Inspector	City Inspector	City Crst Engineer
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Private Inspector	City Inspector	City Crst Engineer
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Private Inspector	City Inspector	City Crst Engineer
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Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	ALPINE MEADOWS LANE	COPPER MOUNTAIN TRAIL	BEAR VALLEY LANE
NOTE:	STREET LIGHTS AS REQUIRED PER THE COA DPM			
*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS				
*SIDEWALK TO BE WAIVED ON ONE SIDE OF THE ROAD: 1) GATEWAY LANE AND 2) ANGEL FIRE TRAIL				
**PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC				

PHASE 1A, 1B, 1C AND NON-DEFERRED OFFSITE INFRASTRUCTURE MUST ALL BE ACCEPTED BY THE CITY PRIOR TO THE RELEASE OF FINANCIAL GUARANTY FOR ANY SPECIFIC PHASE.

Size	Type of Improvement	Location	From	To
8" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	BEAR VALLEY LANE	PHASE 1A/ 1B BOUNDARY	MAMMOTH WAY
8" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	MAMMOTH WAY	BEAR VALLEY LANE	PHASE 1B/ 2C BOUNDARY
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	HEAVENLY WAY	ECHO VALLEY LANE	BADGER MOUNTAIN TRAIL
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	TAOS MOUNTAIN WAY	ECHO VALLEY LANE	BEAR VALLEY LANE
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	ECHO VALLEY LANE	PHASE 2B/ 1B BOUNDARY	MAMMOTH WAY
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. M.J.S & R.J.S	BADGER MOUNTAIN TRAIL	PHASE 2B/ 1B BOUNDARY	MAMMOTH WAY

PUBLIC SAMITARY SEWER IMPROVEMENTS-PHASE 1B

Size	Type of Improvement	Location	From	To
8" DIA	SANITARY SEWER W/ NEC. M.H.S & SERVICES	MAMMOTH WAY	PHASE 1B/ 2C BOUNDARY	20' PUBLIC SAS EAESMENT BTWN LOTS 143-236
8" DIA	SANITARY SEWER W/ NEC. M.H.S & SERVICES	TAOS MOUNTAIN WAY	LOT 148	BEAR VALLEY LANE
8" DIA	SANITARY SEWER W/ NEC. M.H.S & SERVICES	ECHO VALLEY LANE	PHASE 2B/ 1B BOUNDARY	MAMMOTH WAY
8" DIA	SANITARY SEWER W/ NEC. M.H.S & SERVICES	BADGER MOUNTAIN TRAIL	PHASE 2B/ 1B BOUNDARY	MAMMOTH WAY

* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

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Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
18-42" DIA	RCP W/ NEC. M.H.S. LATERALS & INLETS	MAMMOTH WAY	PHASE 1B/2C BOUNDARY	POND 2 TRACT 24	/	/	/
18-42" DIA	RCP W/ NEC. M.H.S. LATERALS & INLETS	BADGER MOUNTAIN TRAIL	LOT 234	MAMMOTH WAY	/	/	/
NOTE	A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTEE						
	ALL SLOPES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER						

Private Inspector	City Inspector	City Crst Engineer
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SIA Sequence #	COA DRC Project #
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Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
32' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK* ON BOTH SIDES	BEAR VALLEY LANE	PHASE 1A/1B BOUNDARY	MAMMOTH WAY	/	/	/
32' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	MAMMOTH WAY	BEAR VALLEY LANE	PHASE 1B/2C BOUNDARY	/	/	/
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	TAOS MOUNTAIN WAY	ECHO VALLEY LANE	BEAR VALLEY LANE	/	/	/
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	ECHO VALLEY LANE	PHASE 2B/1B BOUNDARY	MAMMOTH WAY	/	/	/
28' F.F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BADGER MOUNTAIN TRAIL	PHASE 2B/1B BOUNDARY	MAMMOTH WAY	/	/	/
28' F.F W/TRAFFIC CIRCLE	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	HEAVENLY WAY	PHASE 1B/2C BOUNDARY	ECHO VALLEY LANE	/	/	/
NOTE	STREET LIGHTS AS REQUIRED PER THE COA DPM						

Private Inspector	City Inspector	City Crst Engineer
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*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS

**PROVIDE AND INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DPC

PHASE 1A, 1B, 1C AND NON-DEFERRED OFFSITE INFRASTRUCTURE MUST ALL BE ACCEPTED BY THE CITY PRIOR TO THE RELEASE OF FINANCIAL GUARANTY FOR ANY SPECIFIC PHASE

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	651185	10" DIA (6W)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	BEAR VALLEY LANE	CRYSTAL MOUNTAIN WAY	DEER VALLEY LANE	/	/	/
	11	8" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	BEAR VALLEY LANE	CRYSTAL MOUNTAIN WAY	DEER VALLEY LANE	/	/	/
	11	6" PRV	PRESSURE REDUCING VALVE	BEAR VALLEY LANE	LOCATED W/IN A PUBLIC WL EASEMENT IN HOA TRACT AT 6W/5WR PRESSURE ZONE BOUNDARY		/	/	/
	11	8" DIA (6W)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	CRYSTAL MOUNTAIN WAY	PHASE 1C/ 2A BOUNDARY	MOUNT HOOD TRAIL	/	/	/
	11	8" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	CRYSTAL MOUNTAIN WAY	BEAR VALLEY LANE	DEER VALLEY LANE	/	/	/
	11	6" DIA (5WR)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	DEER VALLEY LANE	PHASE 2A/ 1C BOUNDARY	BEAR VALLEY LANE	/	/	/
	11	10" DIA (6W)	WATERLINE W/ NEC. VALVES F.H.S. MJS & RJS	DEER VALLEY LANE	BEAR VALLEY LANE	ARROYO VISTA	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	651185	8" DIA	SANITARY SEWER W/ NEC. M.H.S. & SERVICES	BEAR VALLEY LANE	LOT 12	PHASE 1C/ 1A BOUNDARY	/	/	/
	11	8" DIA	SANITARY SEWER W/ NEC. M.H.S. & SERVICES	CRYSTAL MOUNTAIN WAY	PHASE 1C/ 1A BOUNDARY	DEER VALLEY LANE	/	/	/
	11	8" DIA	SANITARY SEWER W/ NEC. M.H.S. & SERVICES	DEER VALLEY LANE	PHASE 2A/ 1C BOUNDARY	BEAR VALLEY LANE	/	/	/
	11		SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DRM. EXACT LOCATIONS TO BE DETERMINED AT DRC				/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	651185	18" 24" DIA	RCP W/ NEC. M.H.S. LATERALS & INLETS	DEER VALLEY LANE	LOT 56	BEAR VALLEY LANE	/	/	/
	11	18" 24" DIA	RCP W/ NEC. M.H.S. LATERALS & INLETS	BEAR VALLEY LANE	DEER VALLEY LANE	PHASE 1A/ 1C BOUNDARY	/	/	/
	11		A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY				/	/	/
	11		ALL SLOPES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH ON BETTER ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC				/	/	/

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SIA Sequence #	COA DRC Project #
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SIA Sequence #	COA DRC Project #
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SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
	65185	28" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BEAR VALLEY LANE	CRYSTAL MOUNTAIN WAY	PHASE 1C/1A BOUNDARY	/	/	/
		28" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	CRYSTAL MOUNTAIN WAY	PHASE 1C/2A BOUNDARY	DEER VALLEY LANE	/	/	/
		28" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	DEER VALLEY LANE	PHASE 2A/1C BOUNDARY	BEAR VALLEY LANE	/	/	/
		52" F-F 10' MEDIAN 20' INGRESS 22' EGRESS	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE ON ONE SIDE	DEER VALLEY LANE	BEAR VALLEY LANE	ARROYO VISTA	/	/	/
							/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		8" DIA (6W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	MT. ROSE WAY	ANGEL FIRE TRAIL	PHASE 1C/2A BOUNDARY	/	/	/
		8" DIA (6W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ANGEL FIRE TRAIL	MT. ROSE WAY	MOUNT HOOD TRAIL	/	/	/
		8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	ANGEL FIRE TRAIL	MOUNT HOOD LANE	PHASE 2A/1A BOUNDARY	/	/	/
		8" DIA (6W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	MOUNT HOOD TRAIL	ANGEL FIRE TRAIL	PHASE 1C/2A BOUNDARY (CRYSTAL MOUNTAIN WAY)	/	/	/
		8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	MOUNT HOOD TRAIL	ANGEL FIRE TRAIL	PHASE 1C/2A BOUNDARY (CRYSTAL MOUNTAIN WAY)	/	/	/
		6" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	DEER VALLEY LANE	ANGEL FIRE TRAIL	PHASE 1C/2A BOUNDARY	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	MT. ROSE WAY	LOT 20	PHASE 1C/2A BOUNDARY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	MOUNT HOOD LANE	LOT 35	CRYSTAL MOUNTAIN WAY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	DEER VALLEY LANE	LOT 36	CRYSTAL MOUNTAIN WAY	/	/	/

PRIVATE ROADWAY IMPROVEMENTS - PHASE 1C

*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

PHASE 2A WORK ORDER WILL NOT BE ISSUED UNTIL PHASE 1C IS OPERATIONAL AND FINAL INSPECTION WITH THE COA HAS OCCURRED

PUBLIC WATERLINE IMPROVEMENTS-PHASE 2A

PUBLIC SANITARY SEWER IMPROVEMENTS -PHASE 2A

* 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 #
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Size	Type of Improvement	Location	From	To
18-24" DIA	RCP W/ NEC. M/H'S, LATERALS & INLETS	ANGEL FIRE TRAIL	ANGEL FIRE TRAIL	POND 1
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 BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER			
	ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC			

Private Inspector	City Inspector	City Cnst Engineer
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Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON ONE SIDE	MT. ROSE WAY	ANGEL FIRE TRAIL	PHASE 1C/ 2A BOUNDARY
26' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON ONE SIDE	ANGEL FIRE TRAIL	MT. ROSE WAY	PHASE 2N/ 1A BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	MOUNT HOOD TRAIL	ANGEL FIRE TRAIL	PHASE 1C/ 2A BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	DEER VALLEY LANE	ANGEL FIRE TRAIL	PHASE 1C/ 2A BOUNDARY
NOTE	STREET LIGHTS AS REQUIRED PER THE COA DPM			
	*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS			
	*SIDEWALK TO BE WAIVED ON ONE SIDE OF THE ROAD. 1) MT. ROSE WAY AND 2) ANGEL FIRE TRAIL			
	** PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY ORC			

Private Inspector	City Inspector	City Cnst Engineer
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Size	Type of Improvement	Location	From	To
8" DIA (5WR)	WATERLINE W/ NEC. VALVES F/H'S, M/J'S & R/J'S	SODA SPRING LANE	PHASE 2B/ 2C BOUNDARY	PHASE 1A/ 2B BOUNDARY
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F/H'S, M/J'S & R/J'S	ECHO VALLEY LANE	SODA SPRING LANE	PHASE 2B/ 1B BOUNDARY
6" DIA (5WR)	WATERLINE W/ NEC. VALVES F/H'S, M/J'S & R/J'S	BADGER MOUNTAIN TRAIL	SODA SPRING LANE	PHASE 2B/ 1B BOUNDARY

Private Inspector	City Inspector	City Cnst Engineer
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PHASE 2B WORK ORDER WILL NOT BE ISSUED UNTIL PHASE 1B IS OPERATIONAL AND FINAL INSPECTION WITH THE COA HAS OCCURRED

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	ECHO VALLEY LANE	LOT 171	PHASE 2B/ 1B BOUNDARY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC MHS & SERVICES	BADGER MOUNTAIN TRAIL	LOT 215	PHASE 2B/ 1B BOUNDARY	/	/	/
			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	Private Inspector	City Inspector	City Cnst Engineer
			NOTE				/	/	/
			ALL SLOPES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER				/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cnst Engineer
		26' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE ON ONE SIDE	SODA SPRING LANE	PHASE 2B/ 2C BOUNDARY	PHASE 1A/ 2B BOUNDARY	/	/	/
		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	ECHO VALLEY LANE	SODA SPRING LANE	PHASE 2B/ 1B BOUNDARY	/	/	/
		28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	BADGER MOUNTAIN TRAIL	SODA SPRING LANE	PHASE 2B/ 1B BOUNDARY	/	/	/
			NOTE				/	/	/

PUBLIC SANITARY SEWER IMPROVEMENTS - PHASE 2B

8" DIA
SANITARY SEWER W/ NEC MHS & SERVICES

8" DIA
SANITARY SEWER W/ NEC MHS & SERVICES

SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

PRIVATE STORM DRAIN IMPROVEMENTS - PHASE 2B

NOTE

ALL SLOPES ON HOA TRACTS TO BE STABILIZED BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER

PRIVATE ROADWAY IMPROVEMENTS - OFFSITE PHASE 2B

26' F-F
RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE ON ONE SIDE

28' F-F
RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES

28' F-F
RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES

NOTE

STREET LIGHTS AS REQUIRED PER THE COA DPM

*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS
1 SIDEWALK TO BE WAIVED ON ONE SIDE OF THE ROAD: 1) SODA SPRING LANE
**PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

PHASE 2C WORK ORDER WILL NOT BE ISSUED UNTIL PHASE 1B IS OPERATIONAL AND FINAL INSPECTION WITH THE COA HAS OCCURRED

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	SODA SPRING LANE	NORTH STAR TRAIL	PHASE 2B/ 2C BOUNDARY	/	/	/
		8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	NORTH STAR TRAIL	SODA SPRING LANE	MAMMOTH WAY	/	/	/
		8" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	MAMMOTH WAY	NORTH STAR TRAIL	PHASE 1B/ 2C BOUNDARY	/	/	/
		6" DIA (5WR)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	KACHINA PEAK TRAIL	SODA SPRING LANE	MAMMOTH WAY	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	NORTH STAR TRAIL	LOT 276	MAMMOTH WAY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	MAMMOTH WAY	NORTH STAR TRAIL	PHASE 1B/ 2C BOUNDARY	/	/	/
		8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	KACHINA PEAK TRAIL	LOT 309	MAMMOTH WAY	/	/	/

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		18-30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	MAMMOTH WAY	NORTH STAR TRAIL	PHASE 1B/ 2C BOUNDARY	/	/	/
		18-24" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	NORTH STAR TRAIL	LOT 260	MAMMOTH WAY	/	/	/
			SWALE				/	/	/

PUBLIC WATERLINE IMPROVEMENTS-PHASE 2C

PUBLIC SANITARY SEWER IMPROVEMENTS-PHASE 2C

PRIVATE STORM DRAIN IMPROVEMENTS-PHASE 2C

* SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM EXACT LOCATIONS TO BE DETERMINED AT DRC

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 BY NATIVE SEED AND MULCH PER STD SPEC 1012 WITH GRAVEL MULCH OR BETTER
 * ACTUAL SIZE TO BE DETERMINED BY HGL AT DRC

SIA Sequence #	COA DRC Project #

Private Inspector	City Inspector	City Crst Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

Size	Type of Improvement	Location	From	To
26" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON ONE SIDE	SODA SPRING LANE	NORTH STAR TRAIL	PHASE 2B/ 2C BOUNDARY
26" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	NORTH STAR TRAIL	SODA SPRING LANE	MAMMOTH WAY
26" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	MAMMOTH WAY	NORTH STAR TRAIL	PHASE 1B/ 2C BOUNDARY
26" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	KACHINA PEAK TRAIL	SODA SPRING LANE	MAMMOTH WAY
26" F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4" WIDE SIDEWALK ON BOTH SIDES	HEAVENLY WAY	NORTH STAR TRAIL	PHASE 1B/ 2C BOUNDARY
	NOTE: STREET LIGHTS AS REQUIRED PER THE COA DPM			

*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS
 *SIDEWALK TO BE WAIVED ON ONE SIDE OF THE ROAD: 1) SODA SPRING LANE
 **PROVIDE /INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

PHASE 1A, 1B, 1C AND NON-DEFERRED OFFSITE INFRASTRUCTURE MUST ALL BE ACCEPTED BY THE CITY PRIOR TO THE RELEASE OF FINANCIAL GUARANTY FOR ANY SPECIFIC PHASE.

SIA Sequence #	COA DRC Project #
	65182
	41
	11
	61

Private Inspector	City Inspector	City Crst Engineer
/	/	/
/	/	/
/	/	/
/	/	/

Size	Type of Improvement	Location	From	To
16" DIA (6W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	118TH ST/HIGH MESA	OTTO PUMP STATION	PRV NEAR INTERSECTION OF ARROYO VISTA& HIGH MESA
10" DIA (6W)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	ARROYO VISTA	DEER VALLEY LANE	PRV NEAR INTERSECTION OF ARROYO VISTA& HIGH MESA
10" PRV	PRESSURE REDUCING VALVE W/ A 16" SWR WL STUB TO SOUTH MESA	NEAR INTERSECTION OF ARROYO VISTA& HIGH MESA	LOCATED W/IN PUBLIC ROW OR WL EASEMENT	
8" DIA (5WR)	WATERLINE W/ NEC VALVES FHS, MJS & RJS	ARROYO VISTA	PRV NEAR INTERSECTION OF ARROYO VISTA& HIGH MESA	GATEWAY LANE

SIA Sequence #	COA DRG Project #
	651182
	11
	11
	11
	11
	11
	11
	11
	11

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Dnst Engineer
12" SAS	SANITARY SEWER W/NEC, MH'S & SERVICES	ARROYO VISTA BLVD	EXISTING 12" STUB	SOUTH HALF ARROYO VISTA @ 118TH HIGH MESA	/	/	/
18-24" SD DIA	INLETS & LATERALS w/NEC EROSION PROTECTION	ARROYO VISTA MEDIAN	NORTH HALF OF ARROYO VISTA BLVD	TEMPORARY SWALE/BERM IN SOUTH HALF OF ARROYO VISTA	/	/	/
	TEMPORARY SWALE OR BERM TO CONVEY RUNOFF FROM ARROYO VISTA INLETS w/ AGREEMENT & COVENANT	ARROYO VISTA BLVD SOUTH HALF (FUTURE EASTBOUND LANES)	INLETS IN ARROYO VISTA	WAL-H POND	/	/	/
	WAL-H POND Pond Expansion (7.9 Ac-Ft) w/ Public Drainage Easement	SOUTH OF ARROYO VISTA			/	/	/
60" DIA	STEEL ORIFICE PLATE	WAHL POND			/	/	/
1/2 SECTION 44" F-F	ARTERIAL PAVEMENT STD C&G, 10' ASPHALT TRAIL ON NORTH SIDE	ARROYO VISTA BLVD (NORTHERN HALF)	WEST PROPERTY BOUNDARY	EAST PROPERTY BOUND	/	/	/
NOTE	STREET LIGHTS AS REQUIRED PER THE COA DPM						
	LANDSCAPE SWALE AND AGREEMENT AND COVENANT WITHIN ARROYO VISTA MEDIAN						

*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

SIA Sequence #	COA DRC Project #
	651189
	11
	11

Size	Type of Improvement	Location	From	To
12" SAS	SANITARY SEWER W/ NEC MHS & SERVICES	ARROYO VISTA BLVD (SOUTH SIDE)	WEST PROPERTY LINE	118TH ST/HIGH MESA EXISTING STUB/MH
48" DIA	RCP W/ NEC, MHS, LATERALS & INLETS	ARROYO VISTA BLVD	WEST PROPERTY LINE	118TH ST/HIGH MESA EXISTING STUB/MH
48" DIA	RCP W/ NEC MHS, LATERALS & INLETS	ARROYO VISTA BLVD	LADERA DAM 5	WEST 1-40 DIVERSION SYSTEM

Deferred Infrastructure shall be financially guaranteed prior to Final Plat
 * SANITARY SEWER LINES SHALL BE TERMINATED AT MANHOLES AND STANDARD LOCATIONS PER THE DPM. EXACT LOCATIONS TO BE DETERMINED AT DRC

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/
/	/	/
/	/	/

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

AGENT/OWNER	YOLANDA PADILLA MOYER, P.E.	DATE	6.12.19
DRB CHAIR	<i>[Signature]</i>	DATE	6/12/19
TRANSPORTATION DEVELOPMENT	<i>[Signature]</i>	DATE	6/12/2019
ABCWUA	<i>[Signature]</i>	DATE	06-12-19
CITY ENGINEER	<i>[Signature]</i>	DATE	6/12/2019
AMAFCA	<i>[Signature]</i>	DATE	6/12/19
CODE ENFORCEMENT	<i>[Signature]</i>	DATE	6/12/19

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	USER DEPARTMENT	AGENT/OWNER

Max it at 410 and; for a bit
 Play it by ear
 This all FG's water resolved
 Change 500,000 and slow down
 Use it extra covered in area DC