Bohannan A Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

www.bhinc.com

voice: 505.823.1000 facsimile: 505.798.7988 toll free: 800.877.5332

February 7, 2020

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

Re: Inspiration Subdivision (Replat of Tract P Watershed Subdivision) - 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 61.68 acres subdivided into 73 lots of varying sizes and 15 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

Engineering **A**

Spatial Data

Advanced Technologies A





DEVELOPMENT REVIEW APPLICATION

Effective 5/17/18

Please check the appropriate box and refer to	supplemental forms for sub	mittal requirements. All fe	es must be paid at the time of application.
Administrative Decisions	☐ Historic Certificate of App (Form L)		☐ Wireless Telecommunications Facility Waiver (Form W2)
☐ Archaeological Certificate (Form P3)	☐ Historic Design Standard	s and Guidelines (Form L)	Policy Decisions
☐ Historic Certificate of Appropriateness – Minor (Form L)	☐ Master Development Pla	n <i>(Form P1)</i>	☐ Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
☐ Alternative Signage Plan (Form P3)	☐ Site Plan – EPC includin (Form P1)	g any Variances – EPC	☐ Adoption or Amendment of Historic Designation (Form L)
☐ WTF Approval <i>(Form W1)</i>	☐ Site Plan – DRB (Form F	?2)	☐ Amendment of IDO Text (Form Z)
☐ Minor Amendment to Site Plan (Form P3)	■ Subdivision of Land – Mi	nor (Form S2)	☐ Annexation of Land (Form Z)
Decisions Requiring a Public Meeting or Hearing	☐ Subdivision of Land – Ma	ajor <i>(Form S1)</i>	☐ Amendment to Zoning Map – EPC (Form Z)
☐ Conditional Use Approval (Form ZHE)	☐ Vacation of Easement or	Right-of-way (Form V)	☐ Amendment to Zoning Map – Council (Form Z)
☐ Demolition Outside of HPO (Form L)	☐ Variance – DRB (Form \	<i>'</i>)	Appeals
☐ Expansion of Nonconforming Use or Structure (Form ZHE)	☐ Variance – ZHE (Form Z	HE)	☐ 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): Bohannan Huston	NC.		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 Pla	t Approval	
SITE INFORMATION (Accuracy of the existing	legal description is crucial!	Attach a separate sheet it	necessary.)
Lot or Tract No.: Tract B of Inspiration Subdiv	rision	Block:	Unit:
Subdivision/Addition: Watershed Subdivision		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: 73		Total Area of Site (acres): 61.68
LOCATION OF PROPERTY BY STREETS	•		
Site Address/Street: Arroyo Vista	Between:		and:118th/High Mesa
CASE HISTORY (List any current or prior proj	ect and case number(s) that	may be relevant to your r	equest.)
	00		
Signature: Undanbulad	W. MM		Date: 02-07-2020
Printed Name: Yolanda Padilla Moyer, P.I	Ξ. Λ		☐ Applicant or ■ 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

Staff Signature:

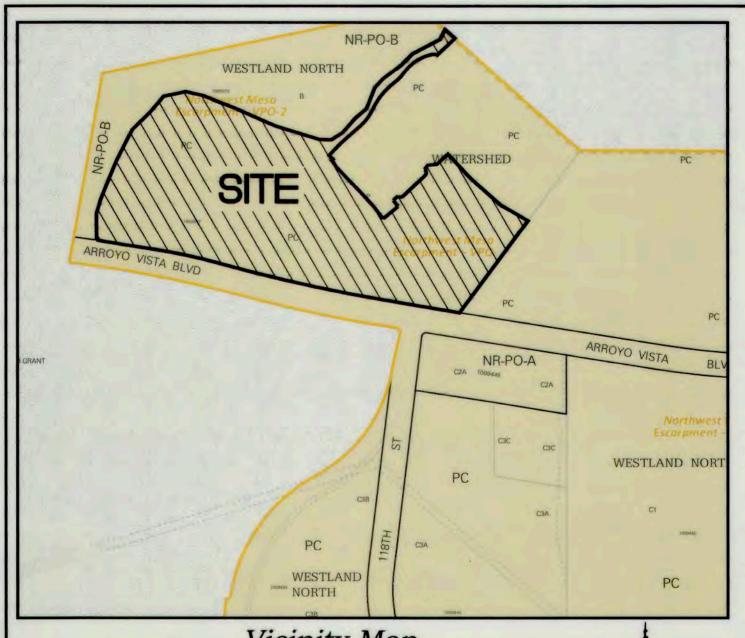
Date:

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. I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete. Signature: Date: 2020 **Printed Name:** landa □ Applicant or □ Agent FOR OFFICIAL USE ONLY Project Number: Case Numbers

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Vicinity Map

Zone Atlas H-7-Z, J-7-Z and J-8-Z

Solar Collection Note (Per IDO 14-16-5-10)

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.

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

KEVIN PATTON DIRECTOR OF LAND PLANNING AND ENTITLEMENTS PULTE HOMES OF NEW MEXICO, INC.

STATE OF NEW MEXICO COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON TUBOWAY TH BY: KEVIN PATTON, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS, PULTE HOMES

NOTARY PUBLIC

MY COMMISSION EXPIRES

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 Owner: Pulte Homes of New Mexico, Inc. UPC #TBD

Purpose of Plat

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

Treasurer's Certificate

THIS IS TO CERTIF	Y THAT	THE	TAXES	ARE	CURRENT	A
PAID ON UPC #:						
1 74						
1 1				-		
z est la se						
PROPERTY OWNER	OF REC	CORD				

BERNALILLO COUNTY TREASURER'S OFFICE

Subdivision Data

GROSS ACREAGE	
NUMBER OF EXISTING TRACTS	
NUMBER OF TRACTS CREATED	
NUMBER OF LOTS CREATED	
MILES OF FULL-WIDTH STREETS (PRIVATE)	
MILES OF HALF-WIDTH STREETS	MILES
RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE	O ACRES
DATE OF SURVEY	NOVEMBER 2018

Notes

- FIELD SURVEY PERFORMED IN NOVEMBER 2018.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT. THE BASIS OF BEARINGS REFERENCES A MODIFIED NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE), USING GROUND TO GRID FACTOR OF
- 4. MEASURED BEARINGS AND DISTANCES MATCH RECORD INFORMATION AS SHOWN ON THE PLAT OF RECORD.
 - 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 BATHEY MARKER WITH CAP "LS 14271".
- 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.
- TRACTS 3 AND 15-23 SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

Legal Description

TRACT LETTERED "B" OF THE PLAT ENTITLED "THE BULK PLAT FOR TRACTS A & B, INSPIRATION SUBDIVISION, BEING COMPRISED OF TRACT P, WATERSHED 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 FEBRUARY 4, 2019, IN PLAT BOOK 2019C, PAGE 9.

Documents

- 1. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, HAVING FILE NO. 2350962-ALO4 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.

Plat for Inspiration Subdivision Phase 1A

Being Comprised of Tract B

Inspiration Subdivision 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:

Joien M. Risenhoom P.S City Surveyor

Traffic Engineer

ABCWUA

Parks and Recreation Department

AMAFCA

City Engineer

DRB Chairperson, Planning Department

Real Property Division

Code Enforcement

Surveyor's Certificate

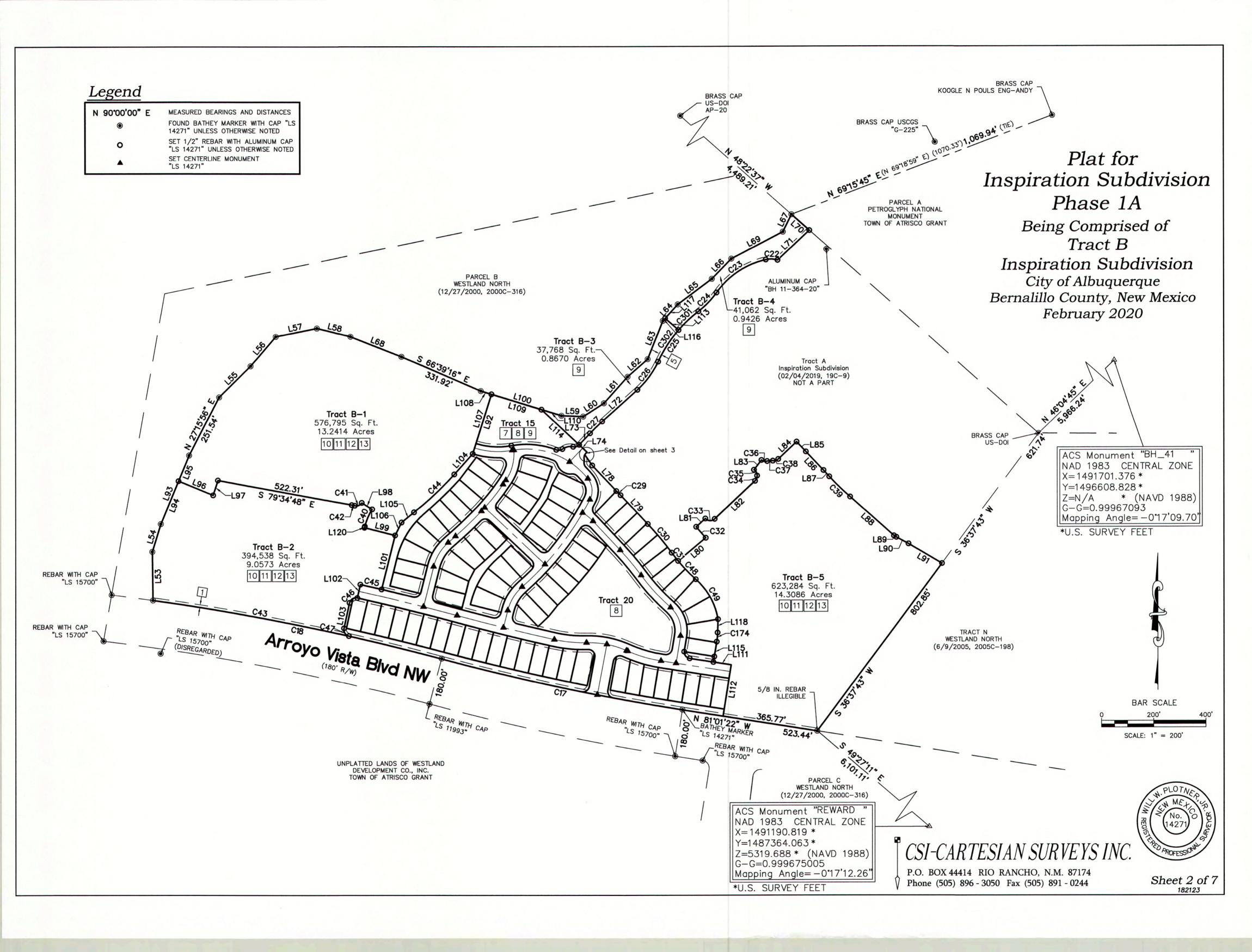
I, WILL PLOTNER JR., A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WERE PREPARED BY ME OR UNDER MY SUPERVISION, SHOWS ALL EASEMENTS AS SHOWN ON THE PLAT OF RECORD OR MADE KNOWN TO ME BY THE OWNERS AND/OR PROPRIETORS OF THE SUBDIVISION SHOWN HEREON. THE UTILITY COMPANIES OR OTHER INTERESTED PARTIES AND MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND SURVEYS OF 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.

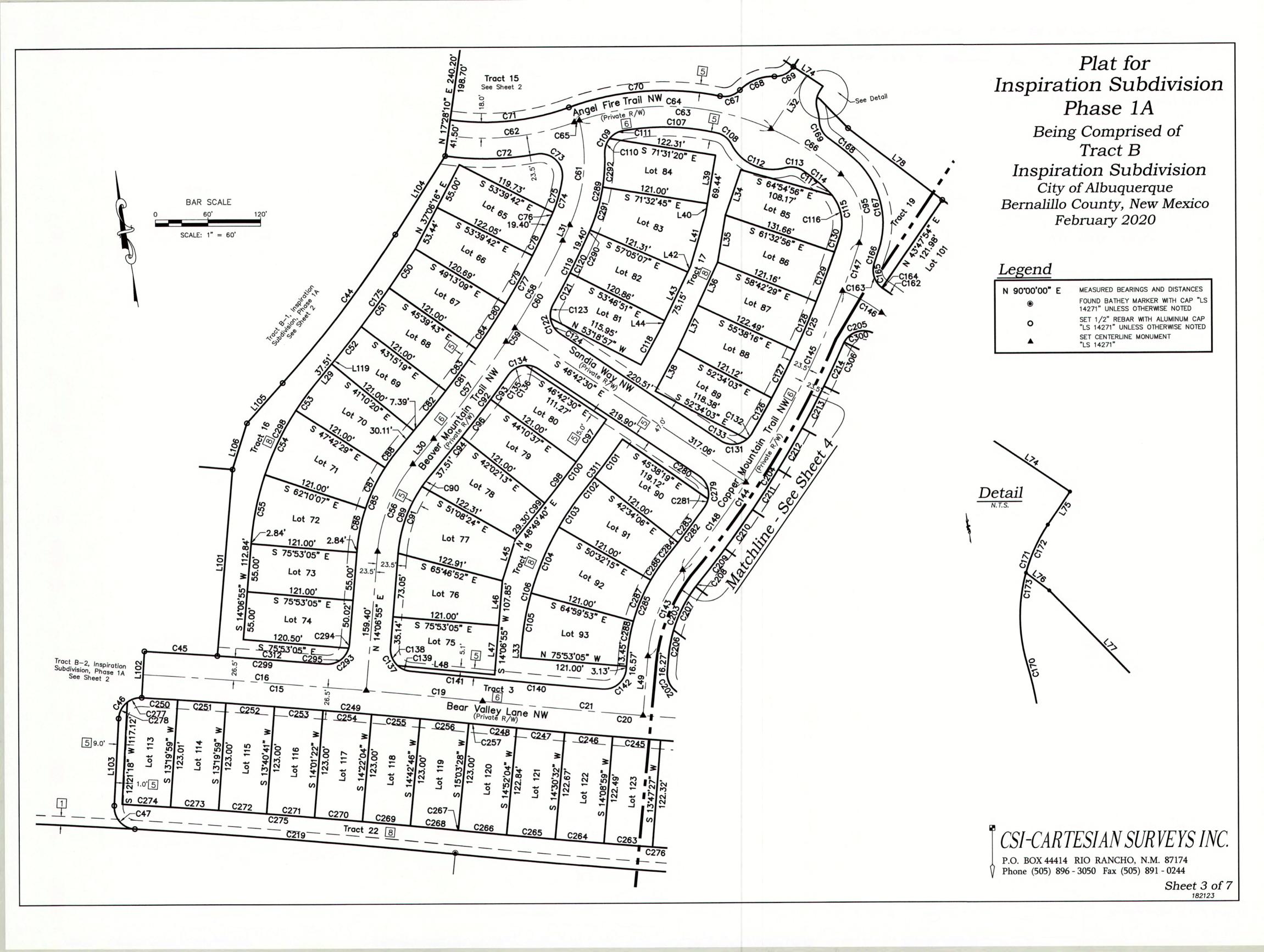
Will Plotner Jr. N.M.R.P.S. No. 14271

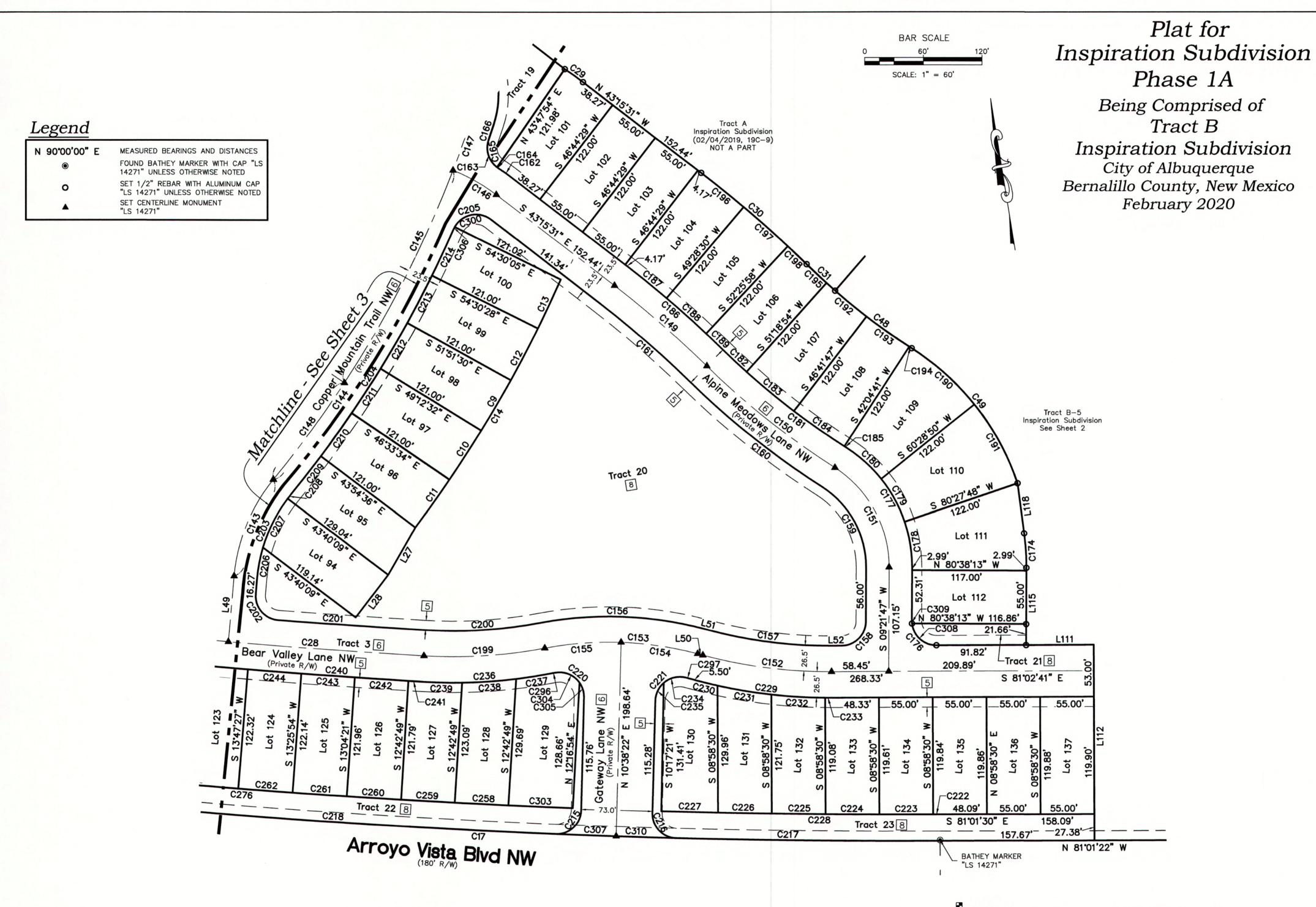
P.O. BOX 44414 RIO RANCHO, N.M. 87174 Phone (505) 896 - 3050 Fax (505) 891 - 0244

Sheet 1 of 7 wplotnerjr@gmail.com 182123

Date







CSI-CARTESIAN SURVEYS INC.

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

			Curve Table	е	
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C9	59.91'	1295.50'	2*38'58"	59.90'	N 39*27'59" E
C10	59.91'	1295.50'	2*38'58"	59.90'	N 42*06'57" E
C11	59.91'	1295.50'	2*38'58"	59.90'	N 44*45'55" E
C12	59.91'	1295.50'	2*38'58"	59.90'	N 36°49'01" E
C13	55.02'	1295.50'	2*26'00"	55.01'	N 3416'32" E
C14	294.64'	1295.50'	13'01'52"	294.01'	N 39*34'28" E
C15	388.52'	9263.00'	2*24'11"	388.49'	N 76°03'41" W
C16	255.20'	9263.00'	1°34'43"	255.19'	N 76*28'25" W
			6'04'31"	944.31'	N 77*59'06" W
C17	944.75'	8910.00'		1130.05'	
C18	1130.78	9090.00'	7.07,39"		N 78*30'40" W
C19	133.32'	9263.00'	0'49'29"	133.32'	N 7516'20" W
C20	384.30'	8735.00'	2*31'15"	384.27'	S 76°07'12" E
C21	183.70'	8735.00'	1"12'18"	183.69'	S 75'27'44" E
C22	45.56'	87.21	29*56'07"	45.05'	N 87*54'31" W
C23	232.22'	318.00'	41*50'27"	227.10'	S 56°21'21" W
C24	100.38	332.00'	1719'26"	100.00'	S 44'05'50" W
C25	249.68'	513.00'	27*53'11"	247.23'	S 38*48'58" W
C26	134.48'	332.00'	2312'29"	133.56'	S 36*28'36" W
C27	65.25'	768.00'	4*52'05"	65.23'	S 45*38'49" W
C28	200.60'	8735.00'	1*18'57"	200.60'	S 76°43'21" E
C29	22.86'	325.50'	4*01'26"	22.86'	S 45°16'14" E
C30	143.12'	1172.50'	6*59'38"	143.03'	S 39*45'42" E
C31	39.79'	661.50'	3*26'46"	39.78'	S 37*59'16" E
C32	55.61'	1310.50'	2*25'53"	55.61'	N 40*50'04" W
C33	39.80'	25.00'	91"12'30"	35.73'	S 87'39'16" E
C34	22.49'	25.00'	51*33'10"	21.74	N 20*57'54" E
C35	26.55'	25.00'	60*50'15"	25.32'	N 27*51'22" W
C36		25.00'	52.54,34,	22.27'	S 78'59'28" E
	23.09'				
C37	21.96'	53.00'	23'44'23"	21.80'	N 86*25'27" E
C38	22.49'	25.00'	51*33'10"	21.74'	N 72*31'04" E
C39	111.80'	894.50'	7*09'41"	111.73'	S 45'45'42" E
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'	313'29"	11.45'	N 77*58'04" W
C43	763.96	9090.00'	4*48'55"	763.73'	N 79*40'02" W
C44	212.92'	1261.50'	9*40'13"	212.66'	N 46*42'22" E
C45	83.33'	9289.50'	0*30*50"	83.33'	S 77*00'21" E
C46	39.44'	25.00'	90°22'56"	35.47'	S 57*32'45" W
C47	39.10'	25.00'	89*36'52"	35.24'	S 32*27'08" E
C48	97.92'	661.50'	8*28'52"	97.83'	S 43*57'05" E
C49	179.12'	265.50'	38*39'18"	175.74'	N 28'51'51" W
C50	53.77'	1289.50'	2'23'22"	53.77'	N 43*08'36" E
C51	54.16'	1289.50'	2*24'24"	54.16'	N 45'32'29" E
C52	46.88'	1289.50	2.04,59"	46.88'	N 47*47'11" E
C53	37.02'	324.50'	6'32'09"	37.00'	S 45'33'36" W
C54	81.90'	324.50'	14'27'38"	81.68'	S 35'03'42" W
C55	77.68'	324.50'	13'42'58"	77.50'	S 20'58'24" W
C56	109.05	180.00'	34*42'45"	107.39'	S 31*28'18" W
C57	138.56	1434.00'	5*32'11"	138.51	N 46°03'35" E
C57	132.28	834.00	9*05'15"	132.14	N 38*44'52" E
		834.00	1'16'16"	18.50'	N 42*39'22" E
C59	18.50'		7*48'59"	113.69'	N 42 39 22 E N 38'06'44" E
C60	113.78	834.00'			
C61	122.22'	180.00'	38*54'15"	119.89'	N 14'45'07" E
C62	146.28'	300.00'	27*56'12"	144.83'	S 86°29'56" E
C63	223.89'	300.00'	42*45'36"	218.73'	N 77*55'14" W
C64	230.00'	300.00'	43*55'35"	224.41'	N 78*30'14" W
C65	6.11'	300.00'	1*09'59"	6.11'	S 80'06'58" W
C66	95.42'	300.00'	1813'28"	95.02'	N 47*25'42" W
C67	24.68'	25.00'	56*33'58"		N 82*47'10" E
C68	43.45'	53.00'	46*58'34"		S 77*59'28" W
	*C1-C8	are inten	tionally omi	tted	

Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C69	25.42'	25.00'	5815'58"	24.34'	N 72°20'45" E
C70	175.03'	318.00'	31*32'10"	172.83'	N 84°41'56" W
C71	137.50'	282.00'	27*56'12"	136.14'	S 86°29'56" E
C72	104.65'	323.50'	18*32'04"	104.19'	S 81°47'52" E
C73	47.41'	25.00'	108*39'05"	40.62'	S 36'44'22" E
C74	45.39'	156.50'	16*37'04"	45.23'	N 25*53'43" E
C75	39.95'	156.50'	14°37'40"	39.85'	N 24*54'01" E
C76	5.44'	156.50'	1*59'24"	5.44'	N 3312'33" E
C77	128.55'	810.50'	9*05'15"	128.42'	N 38*44'52" E
C78	30.19	810.50'	2*08'03"	30.19'	N 35"6'16" E
C79	62.85	810.50'	4*26'34"	62.83'	N 38*33'34" E
C80	35.52	810.50'	2*30'38"	35.51'	N 42°02'10" E
C81	136.29'	1410.50	5*32'11"	136.24'	N 46'03'35" E
C82	51.28'	1410.50	2*04'59"	51.28'	N 47'47'11" E
C83	59.25	1410.50	2*24'24"	59.24'	N 45*32'29" E
C84	25.76'	1410.50	1*02'48"	25.76'	N 43°48'53" E
C85	123.29'	203.50'	34'42'45"	121.41'	S 31°28'18" W
C86	48.72	203.50'	13'42'58"	48.60'	S 20°58'24" W
C87	51.36'	203.50'	14'27'38"	51.22'	S 35'03'42" W
C88	23.21	203.50'	6'32'09"	23.20'	S 45'33'36" W
C89	94.82	156.50'	34'42'45"	93.37'	S 31°28'18" W
C90	12.98'	156.50'	4*45'04"	12.97'	S 46'27'08" W
C91	81.84	156.50'	29*57'41"	80.91'	S 29°05'45" W
C92	111.34'	1457.50'	4*22'36"	111.31'	N 46'38'22" E
C93	34.90'	1457.50'	1'22'19"	34.90'	N 45*08'13" E
C94	22.00'	1457.50'	0*51'53"	22.00'	N 48*23'44" E
C95	85.88	75.00'	65'36'35"	81.27'	N 05'30'40" W
C96	54.44	1457.50'	2'08'25"	54.44'	N 46*53'35" E
C97	59.74	1578.50'	210'06"	59.74'	N 44*44'19" E
C98	58.96'	1578.50'	2'08'25"	58.96'	N 46*53'35" E
C99	23.82'	1578.50'	0*51'53"	23.82'	N 48'23'44" E
C100	142.53	1578.50'	510'24"	142.48'	N 46'14'28" E
C101	53.93'	1006.50	3'04'13"	53.93'	N 45*53'47" E
C102	18.66'	1006.50	1'03'44"	18.66'	N 47*57'46" E
C103	51.15	324.50'	9*01'53"	51.10'	S 43*58'42" W
C104	81.90'	324.50'	14'27'38"	81.68'	S 3213'56" W
C105	61.66'	324.50'	10*53'12"	61.57'	S 19*33'31" W
C106	194.71	324.50'	34'22'43"	191.80'	S 31"18'16" W
C107	107.59'	276.50'	22"17'43"	106.92'	N 79'09'21" W
C108	22.07	25.00'	50*34'37"	21.36'	N 42*43'11" W
C109	35.87	25.00'	82"12'01"	32.87'	S 48*35'47" W
C110	17.85	25.00'	40*54'35"	17.47	S 27*57'05" W
C111	18.02	25.00'	41"17'25"	17.63'	S 69'03'05" W
C112	72.63	53.00'	78'31'01"	67.08'	S 56'41'23" E
C113	22.07	25.00'	50*34'37"	21.36'	N 70°39'35" W
C114	34.05'	276.50'	7'03'19"	34.03'	N 41°50'37" W
C115	58.97	51.50'	65*36'35"	55.80'	N 05*30'40" W
C116	50.21	51.50'	55*51'43"	48.25'	N 00°38'14" W
C117	8.76'	51.50	9*44'52"	8.75'	N 33*26'32" W
C118	50.61	978.50'	2*57'49"	50.60'	N 38*04'24" E
C119	70.84	857.50'	4*44'00"	70.82	N 36*34'15" E
C120	30.16	857.50'	2'00'54"	30.15'	N 3512'42" E
C120	40.68	857.50'	2*43'06"	40.68'	N 37*34'42" E
C121	37.37	25.00'	85°38'45"	33.99'	S 03*53'08" E
C122		25.00	3710'20"	15.94	S 20°21'05" W
	16.22'				S 20°21'05 W
C124	21.15'	25.00'	48*28'25"	20.53'	
C125	246.25	1127.50'	12*30'50"	245.77'	N 33°33'02" E
C126	46.74	1127.50'	2'22'30"	46.73'	N 38*37'12" E
C127	60.42	1127.50'	3.04,13,	60.41'	N 35*53'50" E

			Curve Tabl	е	
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C129	60.01'	1127.50'	3*02'59"	60.01'	N 29°46'01" E
C130	18.66'	1127.50'	0*56'55"	18.66'	N 27°46'04" E
C131	40.79	25.00'	93*29'03"	36.41'	N 86*32'58" E
C132	8.50'	25.00'	19*29'31"	8.46'	N 49*33'12" E
C133	32.29'	25.00'	73*59'32"	30.09'	S 83°42'16" E
C134	38.76'	25.00'	88*50'26"	35.00'	S 88*52'17" W
C135	22.68'	25.00'	51*58'14"	21.91'	S 70°26'11" W
C136	16.09'	25.00'	36 ° 52'12"	15.81'	N 65*08'36" W
C137	39.05'	25.00'	89*30'09"	35.20'	S 30*38'09" E
C138	22.94'	25.00'	52*35'02"	22.15'	S 1210'36" E
C139	16.11'	25.00'	36*55'07"	15.83'	S 56*55'40" E
C140	134.66'	8708.50'	0*53'10"	134.66'	S 75"18'10" E
C141	85.51'	9289.50'	0*31'39"	85.51'	N 75'07'24" W
C142	39.33'	25.00'	90'08'20"	35.40'	N 59"11"05" E
C143	108.00'	180.00'	34*22'43"	106.39'	S 31"18'16" W
C144	367.73'	1151.00'	181818"	366.16'	N 39'20'29" E
C145	302.88'	1151.00'	15*04'37"	302.01'	N 34'49'56" E
			16"14'44"		N 51*22'53" W
C146	51.04'	180.00'		50.87'	N 28'44'29" E
C147	58.16'	1151.00'	2'53'43"	58.15' 122.95'	N 45'25'56" E
C148	123.01'	1151.00'	6*07'23"		
C149	125.36'	1027.00'	6*59'38"	125.28'	N 39*45'42" W
C150	167.99	807.00'	11*55'37"	167.69'	S 42"13'42" E
C151	120.54	120.00'	57*33'17"	115.54'	N 19'24'52" W
C152	133.15'	500.00'	15"15'29"	132.76'	S 73'24'57" E
C153	157.80'	350.00'	25*49'54"	156.46'	N 78'42'09" W
C154	79.37'	350.00'	12*59'35"	79.20'	N 7217'00" W
C155	78.43'	350.00'	12*50'19"	78.26'	N 8511'56" W
C156	169.74	376.50'	25*49'54"	168.31'	N 78*42'09" W
C157	126.10'	473.50'	1515'29"	125.72'	S 73°24'57" E
C158	39.09'	25.00'	89*35'32"	35.23'	N 54°09'33" E
C159	96.94'	96.50'	57*33'17"	92.91'	N 19*24'52" W
C160	172.88'	830.50'	11*55'37"	172.57	S 4213'42" E
C161	122.49'	1003.50'	6*59'38"	122.42'	N 39°45'42" W
C162	15.10'	203.50'	415'03"	15.09'	N 45*23'02" W
C163	33.00'	25.00'	75*37'54"	30.66'	S 09*41'37" E
C164	1.50'	25.00'	3*25'41"	1.50'	S 45*47'43" E
C165	31.50'	25.00'	7212'13"	29.46'	S 07*58'46" E
C166	16.98'	1174.50'	0'49'43"	16.98'	N 27'42'29" E
C167	112.79'	98.50'	65*36'35"	106.73'	N 05°30'40" W
C168	38.31'	323.50'	6'47'06"	38.29'	N 41*42'31" W
C169	22.80'	25.00'	52"14'56"	22.02'	S 18*58'37" E
C170	13.48'	53.00'	14*34'05"	13.44'	N 00°08'11" W
C171	22.09'	25.00'	50*37'59"	21.38'	S 17*53'47" W
C172	8.02'	25.00'	18*22'35"	7.98'	S 34°01'29" W
C173	14.07'	25.00'	32"15'25"	13.89'	S 08'42'29" W
C174	35.29'	260.50'	7*45'45"	35.27'	N 05*28'54" E
C175	154.82	1289.50	6*52'45"	154.73'	N 45°23'18" E
C176	39.45	25.00'	90°24'28"		S 35*50'27" E
C177	144.15'	143.50'	57*33'17"	138.16'	N 19*24'52" W
C178	47.33'	143.50'	18*53'58"	47.12'	N 00°05'13" W
C179	50.05	143.50'	19*58'59"	49.79'	N 19*31'41" W
C180	46.77'	143.50	18'40'20"	46.56'	N 38*51'20" W
C180	163.10	783.50	11.55'37"	162.80'	S 42"13'42" E
	-				S 37*28'30" E
C182	33.10'	783.50'	2°25'13"	33.09'	
0467		783.50'	4*37'07"	63.14'	S 40°59'39" E
C183	63.16'			0744	C 45470146# -
C184	63.16'	783.50'	4*37'07"	63.14'	S 45'36'46" E
C184 C185	63.16' 3.69'	783.50' 783.50'	0"16'11"	3.69'	S 48*03'25" E
C184 C185 C186	63.16' 3.69' 128.23'	783.50' 783.50' 1050.50'	0°16'11" 6°59'38"	3.69' 128.15'	S 48°03'25" E N 39°45'42" W
C184 C185	63.16' 3.69'	783.50' 783.50'	0"16'11"	3.69'	S 48*03'25" E

Plat for Inspiration Subdivision Phase 1A

Being Comprised of
Tract B
Inspiration Subdivision
City of Albuquerque
Bernalillo County, New Mexico
February 2020

Public Utility Easements

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

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

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.

CSI-CARTESIAN SURVEYS INC.

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

			Curve Table	9	
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C189	23.88'	1050.50'	118'08"	23.88'	N 36*54'57" W
C190	86.52'	265.50'	18*40'20"	86.14'	N 38*51'20" W
C191	92.60'	265.50'	19*58'59"	92.13'	N 19*31'41" W
C192	53.32'	661.50'	4'37'07"	53.31'	S 40°59'39" E
C193	53.32'	661.50'	4*37'07"	53.31'	S 45'36'46" E
C194	3.11'	661.50'	01611"	3.11'	S 48'03'25" E
C195	27.94'	661.50'	2*25'13"	27.94'	S 37*28'30" E
C196	55.94'	1172.50'	2*44'01"	55.94'	N 41*53'30" W
C197	60.53'	1172.50'	2*57'28"	60.52'	N 39°02'46" W
C198	26.65'	1172.50'	1"18'08"	26.65'	N 36*54'57" W
C199	124.25'	500.00'	14*14'16"	123.93'	S 84*29'58" E
C200	117.66	473.50'	14*14'16"	117.36'	S 84°29'58" E
C201	151.19'	8708.50	0'59'41"	151.19'	S 76*52'59" E
C202	39.49'	25.00'	90*30'04"	35.51'	S 31°08'07" E
C203	93.90'	156.50'	34*22'43"	92.50'	S 3118'16" W
C204	319.29'	1174.50'	15*34'34"	318.31'	N 40*42'21" E
C205	45.30'	25.00'	103°49'25"	39.35'	S 84*49'47" W
C206	32.05'	156.50'	11*43'57"	31.99'	S 19*58'53" W
C207	56.18'	156.50'	20*34'10"	55.88'	S 36°07'57" W
C208	5.67'	156.50'	2*04'36"	5.67'	S 47°27'20" W
C209	49.28'	1174.50'	2*24'14"	49.27'	N 47"17'31" E
C210	54.31'	1174.50'	2*38'58"	54.31'	N 44*45'55" E
C211	54.31'	1174.50'	2*38'58"	54.31'	N 42°06'57" E
C212	54.31	1174.50'	2*38'58"	54.31'	N 39*27'59" E
C213	54.31	1174.50'	2*38'58"	54.31'	N 36*49'01" E
C214	52.77'	1174.50'	2'34'27"	52.77'	N 3412'18" E
C215	39.65	25.00'	90*52'07"	35.62'	N 56*04'26" E
C216	39.24	25.00'	89*55'28"	35.33'	S 3419'22" E
C217	270.22	8910.00'	1'44'16"	270.21'	S 80°09'14" E
C218	551.18'	8910.00'	3'32'40"	551.09'	S 76'43'11" E
C219	366.82	9090.00'	248'44"	366.80'	N 76°06'12" W
C220	44.15'	25.00'	101"11'41"	38.64'	N 39*57'28" W
C221	44.76'	25.00'	102*35'12"	39.02'	S 61°55'58" W
C222	6.91'	8882.98	0'02'40"	6.91'	S 81°00'09" E
C223	55.00'	8883.00'	0*21'17"	55.00'	S 80°48'11" E
C224	55.00'	8883.00'	0*21'17"	55.00'	S 80°26'54" E
C225	55.01'	8883.00'	0*21'17"	55.01'	S 80°05'36" E
C226	55.01'	8883.00'	0*21'17"	55.01'	S 79'44'19" E
C227	58.04'	8883.00'	0*22'28"	58.04'	S 79°22'26" E
C228	284.97	8883.00'	1*50'17"	284.96'	S 80°06'21" E
C229	140.21	526.50'	15"15'29"	139.80'	S 73°24'57" E
C230	22.56'	526.50'	2*27'19"	22.56'	S 67'00'52" E
C231	55.69'	526.50'	6*03'38"	55.66'	S 71"17"15" E
C232	55.14'	526.50'	6'00'02"	55.12'	S 77"19'05" E
C233	6.67'	526.50'	0.43,35,	6.67'	S 80°40'54" E
C234	23.92'	25.00'	54*49'09"	23.02'	S 85*48'59" W
C235	20.84	25.00'	47*46'03"	20.24'	S 34*31'24" W
C236	130.83		14"14'16"	130.50'	S 84*29'58" E
C237	34.67	526.50'	3'46'21"	34.66'	S 89°43'55" E
C238	55.51'	526.50'	6'02'25"	55.48'	S 84°49'32" E
C239	40.66	526.50'	4*25'30"	40.65'	S 79*35'35" E
C240	385.47			385.43'	S 76'07'12" E
C241	14.38'	8761.50		14.38'	S 77*20'01" E
C242	54.91	8761.50		54.91'	S 77*06'25" E
C242	54.91	8761.50		54.91	S 76'44'52" E
C243	54.91	8761.50		54.91	S 76°23'20" E
C244	54.91	8761.50		54.91	S 76'01'47" E
C245	54.91	8761.50	-	54.91	S 75'40'15" E
C246	54.91	8761.50		54.91	S 7518'42" E
C247	41.65	8761.50		41.65'	S 74*59'45" E
0240	71.05	3701.30	01020	1.1.00	2 , 100 40 E

			Curve Tabl	e	
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C249	387.41'	9236.50'	2*24'11"	387.38'	N 76'03'41" W
C250	41.06'	9236.50'	01517"	41.06'	N 77*08'08" W
C251	55.00'	9236.50'	0*20'28"	55.00'	N 76*50'15" W
C252	55.61'	9236.50'	0*20'42"	55.61'	N 76*29'40" W
C253	55.61'	9236.50'	0*20'42"	55.61'	N 76'08'59" W
C254	55.61'	9236.50'	0°20'42"	55.61'	N 75*48'17" W
C255	55.61'	9236.50'	0°20'42"	55.61'	N 75*27'35" W
C256	55.61'	9236.50'	0'20'42"	55.61'	N 75*06'53" W
C257	13.30'	9236.50'	0*04'57"	13.30'	N 74*54'04" W
C258	55.00'	8883.00'	0'21'17"	55.00'	S 77*59'59" E
C259	55.00'	8883.00'	0°21'17"	55.00'	S 77*38'42" E
C260	55.67'	8883.00'	0'21'33"	55.67'	S 77"17"17 E
C261	55.67'	8883.00'	0'21'33"	55.67'	S 76*55'45" E
C262	55.67	8883.00'	0°21'33"	55.67'	S 76*34'12" E
C263	55.67'	8883.00'	0°21'33"	55.67'	S 76"12'39" E
C264	55.67'	8883.00'	0°21'33"	55.67'	S 75*51'06" E
C265	55.68'	8883.00'	0°21'33"	55.68'	S 75*29'34" E
C266	55.36'	8883.00'	0°21'25"	55.36'	S 75°08'05" E
C267	0.99'	8882.97	0.00,23,	0.99'	S 74°57'10" E
C268	53.87	9117.00'	0*20'19"	53.87'	N 75'07'08" W
C269	54.87	9117.00'	0'20'41"	54.87'	N 75*27'38" W
C270	54.87	9117.00'	0'20'41"	54.87	N 75*48'20" W
C271	54.87	9117.00'	0'20'41"	54.87'	N 76'09'01" W
C272	54.87	9117.00'	0'20'41"	54.87'	N 76'29'42" W
C273	55.00'	9117.00'	0*20'44"	55.00'	N 76'50'25" W
C274	55.13'	9117.00'	0'20'47"	55.13'	N 77"11'11" W
C275	383.48	9117.00'	2*24'36"	383.45	N 76'09'17" W
C276	566.27	8883.00'	3*39'09"	566.17'	S 76*46'33" E
C277	17.53'	25.00'	4010'26"	17.17'	S 82*39'00" W
C278	21.91	25.00'	5012'29"	21.21'	S 37*27'32" W
		25.00	91'33'33"	35.83'	N 00°55'44" W
C279	39.95'	25.00	68'56'29"	28.30'	N 12"14'16" W
C280	30.08'		22*37'05"	9.80'	N 33*32'31" E
C281	9.87'	25.00'			N 46'40'20" E
C282	71.69'	1127.50'	3*38'35"	71.68'	N 46*08'28" E
C283	50.79'	1127.50'	2°34'51" 1°03'44"	50.78'	N 47*57'46" E
C284	20.90'	1127.50'		20.90'	S 31"18'16" W
C285	122.10'	203.50'	34*22'43"	120.28'	S 43*58'42" W
C286	32.08'	203.50'	9'01'53"	32.04'	
C287	51.36'	203.50'	14'27'38"	51.22'	S 3213'56" W
C288	38.67	203.50'	10*53'12"	38.61'	
C289	94.86'	203.50'	26*42'28"	94.00'	N 20'51'01" E
C290	4.58'	203.50'	1"17'21"	4.58'	N 33'33'34" E
C291	51.36'	203.50'	14*27'38"	51.22'	N 25'41'04" E
C292	38.92'	203.50'	10'57'28"	38.86'	N 12*58'31" E
C293	39.23'	25.00'	89*54'03"	35.32'	N 59'03'56" E
C294	5.02'	25.00'	11*29'48"	5.01'	N 19*51'49" E
C295	34.21'	25.00'	78*24'16"	31.60'	N 64*48'50" E
C296	6.00'	323.50'	1.03,47,	6.00'	S 88'54'48" W
C297	5.57'	323.50'	0*59'14"	5.57'	N 6616'49" W
C298	196.60'	324.50'	34*42'45"		S 31*28'18" W
C299	207.38'	9289.50'	1"16'45"	207.38'	N 76*37'24" W
C300	43.04'	25.00'	98*38'21"	37.92'	S 87*25'18" W
C301	104.59	513.00'	11*40'55"	104.41'	S 46*55'06" W
C302	145.09'	513.00'	16*12'17"	144.61'	S 32'58'30" W
C303	65.87	8883.00'	0*25'30"	65.87'	S 78°23'23" E
C304	28.12'	25.00'	64*26'49"	26.66'	N 5819'54" W
C305	16.03'	25.00'	36*44'52"	15.76'	N 07*44'04" W
C306	2.26'	25.00'	511'04"	2.26'	S 35'30'36" W
C307	61.88'	8910.00'	0*23'53"	61.88'	S 78'41'27" E
	36.76	25.00'	84"14'32"	33.53'	S 38*55'26" E

	Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction	
C309	2.69'	25.00'	6*09'56"	2.69'	S 0616'48" W	
C310	61.47	8910.00'	0°23'43"	61.47'	S 79°05'14" E	
C311	72.59'	1006.50	4.07,57"	72.58'	N 46°25'40" E	
C312	124.05	9289.50'	0.45,54"	124.05'	N 76°21'59" W	

C312	124.05′ 9289	.50 0 45 5
	Line Table	
Line #	Direction	Length (ft)
L27	S 39*01'52" W	55.90'
L28	S 4619'51" W	55.00'
L29	S 48*49'40" W	30.11'
L30	N 48'49'40" E	37.51'
L31	N 3412'15" E	19.40'
L32	S 43"12'46" W	73.11'
L33	N 14*06'55" E	13.45'
L34	S 28*27'04" W	54.47'
L35	S 18*42'23" W	54.78'
L36	S 3414'07" W	53.90'
L37	S 34*26'57" W	53.90'
L38	S 37*25'57" W	55.00'
L39	S 18*57'02" W	55.87'
L40	S 18*57'02" W	13.57
L41	S 25*42'29" W	60.68'
L42	S 35°07'12" W	7.67'
L43	N 35'07'12" E	61.12'
L44	N 35°07'12" E	6.36'
L45	N 26°52'46" E	49.75'
L46	N 14°06'55" E	51.49'
L47	N 14°06'55" E	56.36'
L48	S 75"11'00" E	111.20'
L49	S 14'06'55" W	68.06'
L50	S 65'47'12" E	5.50'
L51	S 65'47'12" E	5.50'
L52	S 81°02'41" E	10.31'
L53	N 00°47'59" W	186.89'
L54	N 17*02'15" E	111.32'
L55	N 45"14'07" E	169.99'
L56	N 40°28'06" E	149.01'
L57	N 78*27'16" E	161.28'
L58	S 76'00'04" E	132.77
L59	S 87*39'54" E	83.48'
L60	N 5715'32" E	94.55
L61	N 41*53'46" E	136.06'
L62	N 49'02'27" E	102.36
L63	N 21'36'16" E	157.88'
L64	N 42*22'22" E	85.02'
L65	N 53"14'39" E	163.54
L66	N 44"16'52" E	107.64
L67	N 26*24'55" E	74.49'
L68	S 68*29'05" E	210.31'
L69	N 62*13'41" E	223.17
L70	S 48*22'37" E	91.92'
L71	S 46*44'29" W	
L72	S 48°04'51" W	182.27'
L73	S 4312'46" W	60.48
L74	S 46'47'14" E	40.50'
L75	S 4312'46" W	6.04'
	S 43"15'31" E	4.43'

	Line Table	
Line #	Direction	Length (ft)
L77	S 34'39'45" E	45.51
L78	S 4315'31" E	135.00'
L80	N 5017'21" E	138.00'
L81	N 47*57'00" E	47.00'
L82	N 46'44'29" E	212.89'
L83	N 37'27'49" E	47.12'
L84	N 46'44'29" E	97.06'
L85	S 43"5'31" E	52.00'
L86	S 43"15'31" E	98.28'
L87	S 4210'52" E	32.69'
L88	S 4819'46" E	225.00'
L89	S 5910'54" E	10.74'
L90	S 61'46'33" E	53.00'
L91	S 59'35'37" E	148.75'
L92	N 17*28'10" E	198.70'
L93	N 22°24'40" E	285.01'
L94	N 22'24'40" E	178.58'
L95	N 22°24'40" E	106.43'
L96	S 67'36'15" E	143.22'
L97	N 18'03'26" E	60.00'
L98	S 57*45'18" E	47.00'
L99	S 75°53'05" E	121.00'
L100	S 72*56'24" E	323.37'
L101	N 14°06'55" E	213.67'
L102	N 12'44'13" E	53.00'
L103	N 12°21'18" E	100.30'
L104	N 41*52'15" E	106.23'
L105	N 50'47'36" E	61.63'
L106	N 26'44'33" E	55.42'
L107	N 17*28'10" E	240.20'
L108	S 72*56'24" E	42.63'
L109	S 72*56'24" E	200.61
L110	S 72*56'24" E	80.12'
L111	S 81°02'41" E	69.20'
L112	S 08*58'30" W	200.28'
L113	S 48'55'22" E	68.36'
L114	N 46'47'14" W	198.35'
L115	S 09°21'47" W	79.65
L116	S 42*22'22" W	13.36'
L117	S 42*22'22" W	71.66'
L118	N 01'36'02" E	51.28'
L119	S 48'49'40" W	7.39'
L120	S 14'06'55" W	4.99'

*L1—L26 are intentionally omitted

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

CSI-CARTESIAN SURVEYS INC.

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

	Parcel Table	
Parcel Name	Area (Acres)	Area (Sq. Ft)
Lot 65	0.1529	6,661
Lot 66	0.1624	7,075
Lot 67	0.1597	6,957
Lot 68	0.1575	6,861
Lot 69	0.1569	6,834
Lot 70	0.1673	7,287
Lot 71	0.1851	8,062
Lot 72	0.1834	7,990
Lot 73	0.1528	6,655
Lot 74	0.1528	6,654
Lot 75	0.1531	6,671
Lot 76	0.1730	7,535
Lot 77	0.1887	8,218
Lot 78	0.1745	7,601
Lot 79	0.1575	6,861
Lot 80	0.1572	6,848
Lot 81	0.1563	6,808
Lot 82	0.1599	6,964
Lot 83	0.1845	8,035
Lot 84	0.1580	6,882
Lot 85	0.1689	7,355
Lot 86	0.1654	7,204
Lot 87	0.1601	6,976
Lot 88	0.1601	6,975
Lot 89	0.1523	6,633
Lot 90	0.1587	6,912
Lot 91	0.1705	7,429
Lot 92	0.1851	8,062
Lot 93	0.1767	7,697
Lot 94	0.1588	6,919
Lot 95	0.1582	6,892
Lot 96	0.1586	6,910
Lot 97	0.1586	6,910
Lot 98	0.1586	6,910
Lot 99	0.1586	6,910

	Parcel Table		
Parcel Name Area (Acres) Area (S		Area (Sq. Ft)	
Lot 100	0.1528	6,658	
Lot 101	0.1624	7,076	
Lot 102	0.1540	6,710	
Lot 103	0.1540	6,710	
Lot 104	0.1602	6,978	
Lot 105	0.1607	7,000	
Lot 106	0.1562	6,806	
Lot 107	0.1631	7,105	
Lot 108	0.1631	7,105	
Lot 109	0.1962	8,546	
Lot 110	0.1998	8,701	
Lot 111	0.1889	8,230	
Lot 112	0.1477	6,435	
Lot 113	0.1580	6,881	
Lot 114	0.1553	6,765	
Lot 115	0.1560	6,794	
Lot 116	0.1560	6,794	
Lot 117	0.1560	6,794	
Lot 118	0.1560	6,794	
Lot 119	0.1560	6,794	
Lot 120	0.1556	6,780	
Lot 121	0.1558	6,787	
Lot 122	0.1556	6,777	
Lot 123	0.1554	6,768	
Lot 124	0.1551	6,758	
Lot 125	0.1549	6,748	
Lot 126	0.1547	6,738	
Lot 127	0.1541	6,714	
Lot 128	0.1590	6,926	
Lot 129	0.2018	8,792	
Lot 130	0.1746	7,608	
Lot 131	0.1583	6,896	
Lot 132	0.1515	6,598	
Lot 133	0.1507	6,564	
Lot 134	0.1512	6,587	

Parcel Table			
Parcel Name	Area (Acres)	Area (Sq. Ft)	
Lot 135	0.1513	6,592	
Lot 136	0.1514	6,593	
Lot 137	0.1514	6,594	
Tract 3	5.1604	224,787	
Tract 15	1.1385	49,593	
Tract 16	0.5794	25,239	
Tract 17	0.3416	14,880	
Tract 18	0.3642	15,866	
Tract 19	0.1858	8,093	
Tract 20	2.6520	115,522	
Tract 21	0.0562	2,447	
Tract 22	0.6430	28,011	
Tract 23	0.3061	13,332	
Tract B-1	13.2414	576,795	
Tract B-2	9.0573	394,538	
Tract B-3 0.8670		37,768	
Tract B-4	0.9426	41,062	
Tract B-5	14.3086	623,284	

Easement Notes

- 1 EXISTING 10' PUBLIC UTILITY EASEMENT (12/27/2000, 2000C-316)
- EXISTING 47' WIDE FLOATING PRIVATE ACCESS EASEMENT ACROSS PHASE 1A, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A (02/04/2019, 19C-9) IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT
- EXISTING 47' WIDE FLOATING PUBLIC WATER AND PUBLIC SANITARY SEWER EASEMENT, ACROSS PHASE 1A TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A (02/04/2019, 19C-9) IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT
- 3 EXISTING 10' WIDE FLOATING PUBLIC UTILITY EASEMENT, ACROSS PHASE 1A, TO BE CONFINED AND DEFINED BY PROPERTY OWNER BY FUTURE PLATTING ACTION, FOR THE SOLE BENEFIT OF TRACTS A & B (02/04/2019, 19C-9) IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT [5] AS GRANTED WITH THE FILING OF THIS PLAT
- 4 EXISTING 47' WIDE FLOATING PUBLIC DRAINAGE EASEMENT, ACROSS PHASE 1A, 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 TRACTS A & B (02/04/2019, 19C-9) IS HEREBY CONFINED AND DEFINED HEREON AS EASEMENT 6 AS GRANTED WITH THE FILING OF THIS PLAT
- 5 10' PUBLIC UTILITY EASEMENT GRANTED WITH THE FILING OF THIS PLAT
- 6 TRACT 3 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 THIS SHEET 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 1B, 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 THIS SHEET
- 7 TRACT 15 CONTAINS A PUBLIC DRAINAGE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE, SEE "DRAINAGE FACILITIES MAINTENANCE" NOTE ON THIS SHEET FOR MAINTENANCE INFORMATION
- 8 TRACTS 15 THROUGH 23 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, ON TRACTS B-3, B-4 & 15, BENEFITING PARCEL B, WESTLAND NORTH, GRANTED WITH THE FILING OF THIS PLAT
- 47' WIDE FLOATING PRIVATE ACCESS EASEMENT ACROSS TRACTS B-1, B-2 & B-5, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A AND PHASE 1A, INSPIRATION SUBDIVISION GRANTED WITH THE FILING OF THIS PLAT
- 47' WIDE FLOATING PUBLIC WATER AND PUBLIC SANITARY SEWER EASEMENT, ACROSS TRACTS B-1, B-2 & B-5, TO BE CONFINED AND DEFINED BY FUTURE PLATTING ACTION, IS FOR THE BENEFIT OF TRACT A AND PHASE 1A, INSPIRATION SUBDIVISION GRANTED WITH THE FILING OF THIS PLAT
- 12 10' WIDE FLOATING PUBLIC UTILITY EASEMENT, ACROSS TRACTS B-1, B-2 & B-5, INSPIRATION SUBDIVISION, TO BE CONFINED AND DEFINED BY PROPERTY OWNER BY FUTURE PLATTING ACTION, FOR THE SOLE BENEFIT OF TRACT A AND PHASE 1A, INSPIRATION SUBDIVISION GRANTED WITH THE FILING OF THIS PLAT
- 47' WIDE FLOATING PUBLIC DRAINAGE EASEMENT, ACROSS TRACTS B-1, B-2 & B-5, 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 AND PHASE 1A, INSPIRATION SUBDIVISION GRANTED WITH THE FILING OF THIS PLAT

Plat for Inspiration Subdivision, Phase 1A Being Comprised of Tract B, Inspiration Subdivision City of Albuquerque Bernalillo County, New Mexico

Drainage Facilities Maintenance Note

February 2020

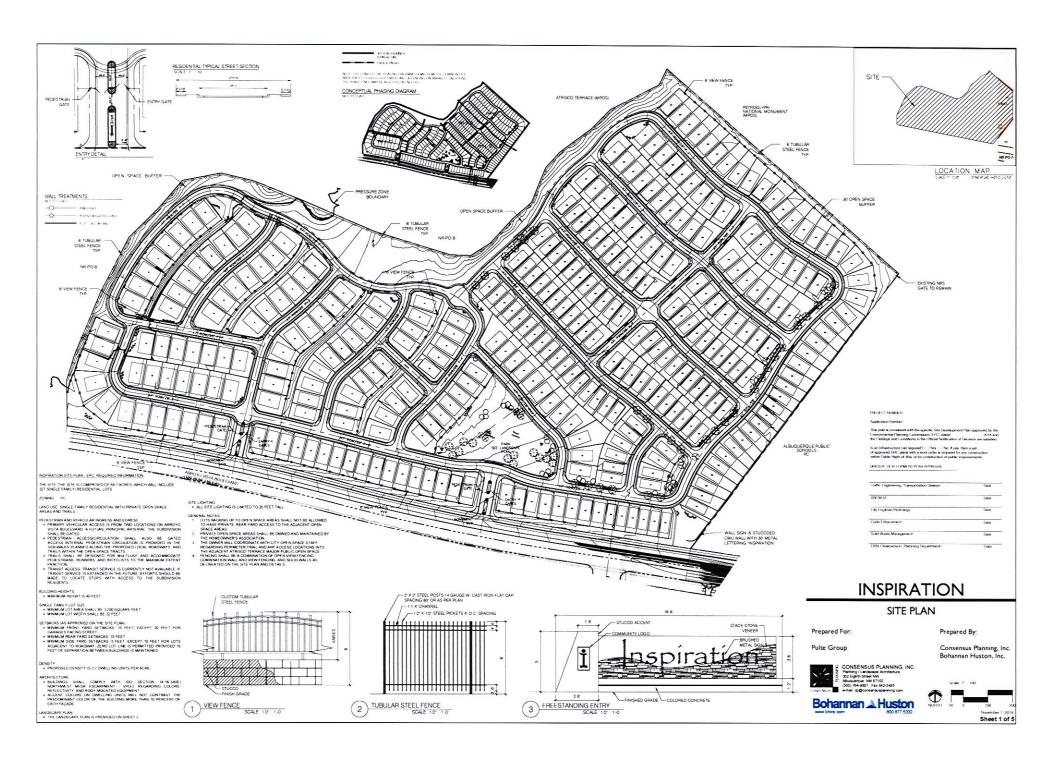
AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" ["DETENTION AREAS"] ARE HEREBY DEDICATED BY THE OWNER AS A PERPETUAL EASEMENT FOR THE COMMON USE AND BENEFIT OF THE VARIOUS LOTS WITHIN THE SUBDIVISION FOR THE PURPOSE OF PERMITTING THE CONVEYANCE OF STORM WATER RUNOFF AND THE CONSTRUCTING 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.

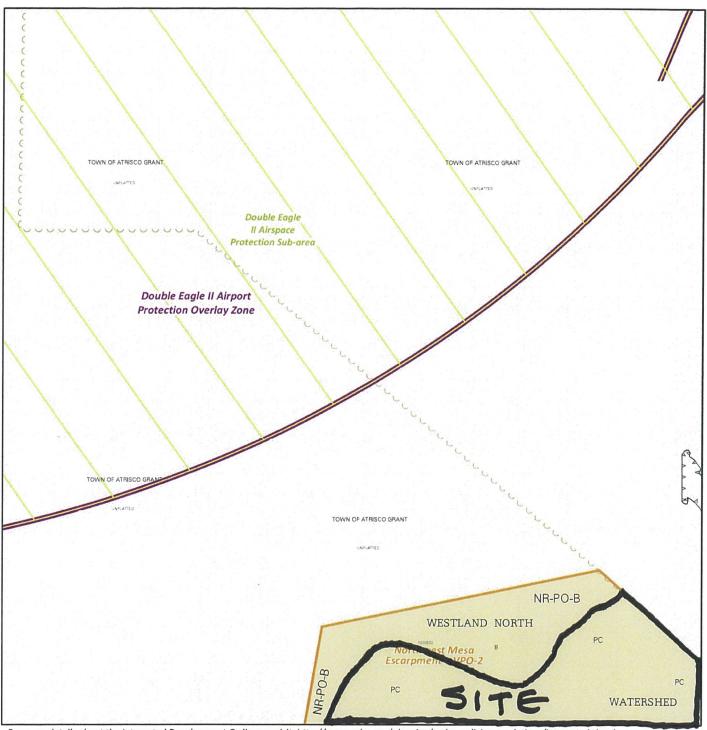
THE GRANTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, OR PROCEEDINGS OF ANY KIND BROUGHT AGAINST SAID PARTIES FOR OR ON ACCOUNT OF ANY MATTER ARISING FROM THE DRAINAGE FACILITY PROVIDED FOR HEREIN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

CSI-CARTESIAN SURVEYS INC.

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

Sheet 7 of 7





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





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

Petroglyph National Monument

Areas Outside of City Limits

Airport Protection Overlay (APO) Zone

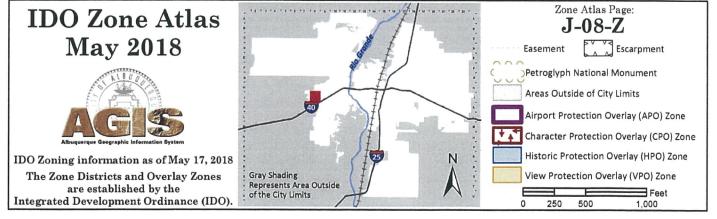
Character Protection Overlay (CPO) Zone
Historic Protection Overlay (HPO) Zone

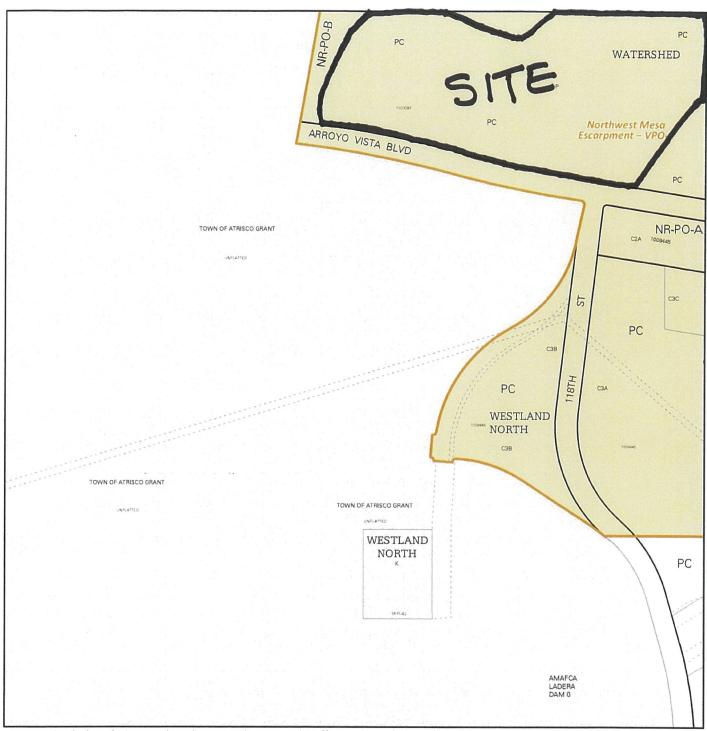
View Protection Overlay (VPO) Zone

0 250 500 1,000

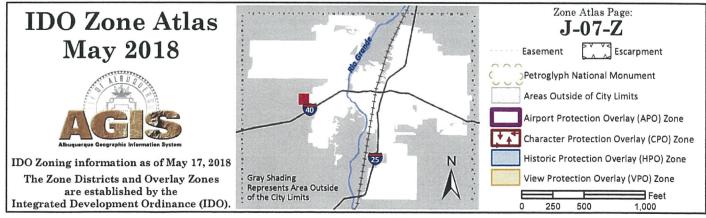


For more details about the Integrated Development Ordinance visit: http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance





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



ASSIGNMENT AND AMENDMENT TO AGREEMENT TO CONSTRUCT INFRASTRUCTURE IMPROVEMENTS

NAME OF PROJECT: <u>Inspiration Subdivision</u> , 1A(Replat of Tract A & B Inspiration)
ORIGINAL DEVELOPER/ASSIGNOR: Pulte Development of New Mexico, Inc.
NEW OWNER/ASSIGNEE: Pulte Homes of New Mexico, Inc.
CITY PROJECT # 651183
THIS ASSIGNMENT AND AMENDMENT is made this day of
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:)

<u>Inspiration Subdivision, 1A (Replat of Tract A & B Inspiration)</u>, City Project No: <u>651183</u>; 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. 2019106590, 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:

1. <u>Assignment</u>: 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 #
Infras	structure List dated	
3.	Financial Guarantee: With this Assignr	nent and Amendment, Assignee has provided the
City '	with the following Financial Guarantee:	
,		
	Type of Financial Guaranty: Sub	division Bond No.US00096640SU20A
	Amount: \$ 2,971,242.46	
	Name of Financial Institution or	Surety providing Guaranty:
	XL Specialty Insurance Co.	, <u> </u>
	Date City first able to call Guara	nty (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, 202	
	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. <u>Entire Agreement</u>: 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. <u>Changes to Agreement</u>: Changes to this Assignment and Amendment are not binding unless made in writing, signed by all parties.
- 7. <u>Form not Changed</u>: Assignor and Assignee agree that changes to this form are not binding unless initialed by both on this form.
- 8. <u>Authority to Execute</u>: 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: 2/7/20	
ASSIGNEE: Pulte Homes of NM, Inc.	
THE THE THE THE THE THE	
By (signature):	
Name (printed): Keyin Patton	
Title: Director of Land Planning & Development Date: 2 7/20	
ASSIGNOR'S NO	TARY
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, to	for instance, "President" or "Owner"]
<u>Director of Land Planning & Development</u> of ("Development")	oper") Pulte Development of NM, Inc.
_	Janara G. az
Newscale	otary Public
Official Seal SANDRA A. ALVAREZ Notary Public State of New Mexico My Comm. Expire 9 (22)	y Commission Expires: 9/22/22

ASSIGNEE'S NOTARY

STATE OF NEW MEXICO	
COUNTY OF BERNALILLO) ss)
This instrument was ack	nowledged before me on 7th day of 71 bruary, 2020
by [name of person] Kevin Patto	on, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Description of Conficial Seal Sandra A. ALVAR Notary Public State of New Mex My Comm. Expires A. Alvar Popular State of New Mex My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Expires A. Alvar Public State of New My Comm. Exp	My Commission Evniros 9/22/22
CITY OF ALBUQUERQUE:	
By:Shahab Biazar, P.E., City E	ngineer ·
Date:	
	CITY'S NOTARY
STATE OF NEW MEXICO COUNTY OF BERNALILLO))ss.)
This instrument was acknown by Shahab Biazar, P.E., City Enbehalf of the municipal corporat	wledged before me on this day of, 20, gineer of the City of Albuquerque, a municipal corporation, on ion.
(SEAL)	Notary Public
	My Commission Expires:

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO.<u>651183</u>

This Agreement made this	day of	, 20	_, by and between
the City of Albuquerque, New Mexic	o, a municipal cor	poration ("City") and	d (name of
Developer:) Pulte Homes of New Mo	exico, Inc. ("Deve	loper"), whose addre	ess is 7601 Jefferson
NE, Ste. 320, Albuquerque, NM, 8'	7111 and whose to	elephone number is (505) 341-8591 , is
made in Albuquerque, New Mexico a	and is entered into	as of the date of fina	al execution of this
Agreement.			

WHEREAS, the Developer is developing certain lands within the City of Albuquerque, County of Bernalillo, State of New Mexico, known as (existing legal description) Tract B Inspiration recorded on February 4, 2019, pages 1 through 3 as Document No. 2019008586 in the records of Bernalillo County Clerk, State of New Mexico ("Developer's Property"); and

WHEREAS, the Developer has submitted and the City has approved Developer's development plans and (state "preliminary" or "final":) <u>preliminary</u> plat, to be identified as <u>(state name of plat:)</u> Inspiration Subdivision, Ph.1A (Replat of Tract A & B Inspiration); and

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

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

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

THEREFORE, the City and the Developer agree:

- 1. A. <u>Sidewalk Construction Deadline</u>. Developer has obtained a sidewalk deferral, as shown in the attached **Exhibit "A,"** which is a copy of the Development Review Board's decision regarding the deferral granted. Developer agrees to utilize the City's sidewalk permit process and complete the sidewalks to the satisfaction of the City by <u>June 26, 2024</u> ("Sidewalk Construction Deadline").
- B. Request for Extension. If this Sidewalk Deferral Agreement establishes a Sidewalk Construction Deadline which is less than four (4) years after execution of the Infrastructure Improvements Agreement, the Developer may request an extension from the Design Review Section for an additional period of time, which shall not exceed a total of four years after execution of the Infrastructure Improvements Agreement. The form of the Financial Guaranty extension and the amount must be approved by the City, but shall not exceed 125% of the City's estimate of the cost of construction at the time Developer requests an extension. If the Developer will need more than four (4) years after execution of the Infrastructure Improvements Agreement to construct the sidewalks, the Developer must request and obtain an extension from the Development Review Board and submit the required documentation to the Design Review Section before expiration of the four (4) years.
- 2. <u>Financial Guaranty</u>. Developer will provide a financial guaranty in an amount of not less that 125% of the cost of constructing the sidewalk improvements within the Developer's Property, as determined by the City. The financial guaranty must be irrevocable and may be in the form of a City-approved bond, letter of credit, escrow deposit or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Sidewalk Construction Deadline. To meet the Integrated Development Ordinance requirements, the Developer has provided the following "Financial Guaranty":

Type of Financial Guaranty: <u>Subdivision Bond No.US00096637SU20A</u> Amount: \$100,323.75		
Name of Financial Institution or Surety providing Guaranty:		
XL Specialty Insurance Co.		
Date City first able to call Guaranty (Construction Completion Deadline):		
June 26, 2024		
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to		
call Guaranty is: August 26, 2024		
Additional information:		

3. <u>Notice of Start of Construction</u>. Before construction begins, the Developer's contractor shall obtain all necessary Excavation and Barricading permits.

- 4. <u>Completion, Acceptance and Release</u>. The Developer shall report completion of sidewalk construction in writing to the City. The City shall inspect the sidewalks to verify completion. Upon acceptance of the improvements, the City shall promptly release the financial guaranty and this Sidewalk Deferral Agreement.
- 5. Conveyance of Property Rights. When the sidewalks have been constructed, if the City does not own the real property upon which the sidewalks are constructed, the Developer shall convey to the City the real property rights required by the City together with the improvements, free and clear of all claims, encumbrances and liens, before the City will release the Financial Guaranty and Sidewalk Deferral Agreement. Conveyance may be by dedication on the final plat of the Developer's Property.
- 6. <u>Indemnification</u>. 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.
- 7. <u>Assignment</u>. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of financial institution or surety which has undertaken to guaranty the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 8. Release. If the 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 posted a suitable financial guaranty and entered into a Sidewalk Improvements Agreement with the City. Thereafter, when 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.
- 9. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the sidewalks by the Construction Completion Deadline, the City may construct or cause the sidewalks to be constructed as shown on the final plat and in the approved plans and specifications. The 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 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 the Financial Guaranty.

- 10. <u>Binding on Developer's Property</u>. 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 its heirs, successors and assigns.
- 11. <u>Notice</u>. 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 days after the notice is mailed if there is no actual evidence of receipt.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 13. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 14. <u>Construction and Severability</u>. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.
- 15. <u>Captions</u>. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meeting or construction of any of its provisions.
- 16. <u>Form not Changed</u>. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City's Legal Department on this form.
- 17. <u>Authority to Execute</u>. If the Developer signing below is not the Owner of the Developer's Property, the owner must provide a Power of Attorney or other evidence of authority to execute this Agreement which is acceptable to the City.

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

DEVELOPER: Pulte Homes of NM, Inc.	CITY OF ALBUQUERQUE:
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Py [gignotype]	D
By [signature]:	By:
Name [print]: Kevin Patton	Shahab Biazar, P.E., City Engineer
Title: <u>Director of Land Planning & Development</u>	
Dated:	Dated:
1 4	

DEVELOPER'S NOTARY

STATE OF NEW MEXICO)	
) ss COUNTY OF BERNALILLO)	
This instrument was acknowl [name of person] Kevin Patton, [title	edged before me on 2th day of 21bMay 2020, by e or capacity, for instance, "President" or "Owner"] Director of Developer") Pulte Homes of NM, Inc.
Official Seal SANDRA A. ALVAREZ Notary Public State of New Mexico My Comm. Expires 9/02/120	Notary Public My Commission Expires: 9/22/22 CITY'S NOTARY
STATE OF NEW MEXICO COUNTY OF BERNALILLO)) ss)
This instrument was acknowl	edged before me onday of, 2020, by
Shahab Biazar, P.E., City Engineer o	of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.	
	·
	Notary Public
	My Commission Expires: