

October 25, 2019

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

Re: Del Webb at Mirehaven, Unit 3B (TR N-2-B-1 Watershed Subdivision) - Final Plat
DRB 1006864, PR-2018-001916

Dear Ms. Dicome:

Enclosed for Development Review Board (DRB) final plat 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

This final plat is being presented to the Development Review Board for the purpose of obtaining City review and approval. It represents the third phase of the private, age restricted residential development at Mirehaven and encompasses approximately 17.6216 acres subdivided into 57 lots of varying sizes and 6 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,

Bohannon Huston, Inc.



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

Enclosures

cc: Kevin Patton, Pulte Group



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 <u>all</u> 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.: TR N-2-B-1	Block:	Unit: 3B
Subdivision/Addition: Watershed Subdivision	MRGCD Map No.:	UPC Code: 100805927014240101
Zone Atlas Page(s): H-08-Z	Existing Zoning:	Proposed Zoning: No change
# of Existing Lots: 1	# of Proposed Lots: 57	Total Area of Site (acres): 17.6216
LOCATION OF PROPERTY BY STREETS		
Site Address/Street: MIREHAVEN PKWY NW ALBUQUERQUE NM 87120	Between: Tierra Pintada Blvd	and: Echo Canyon
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: 10/25/19
Printed Name: Yolanda Padilla Moyer		<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent
FOR OFFICIAL USE ONLY		
Case Numbers	Action	Fees
-		
-		
-		
Meeting/Hearing Date:		Fee Total:
Staff Signature:	Date:	Project #

FORM 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

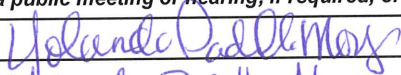
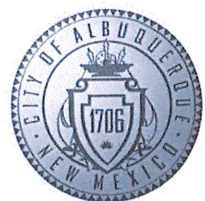
MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL

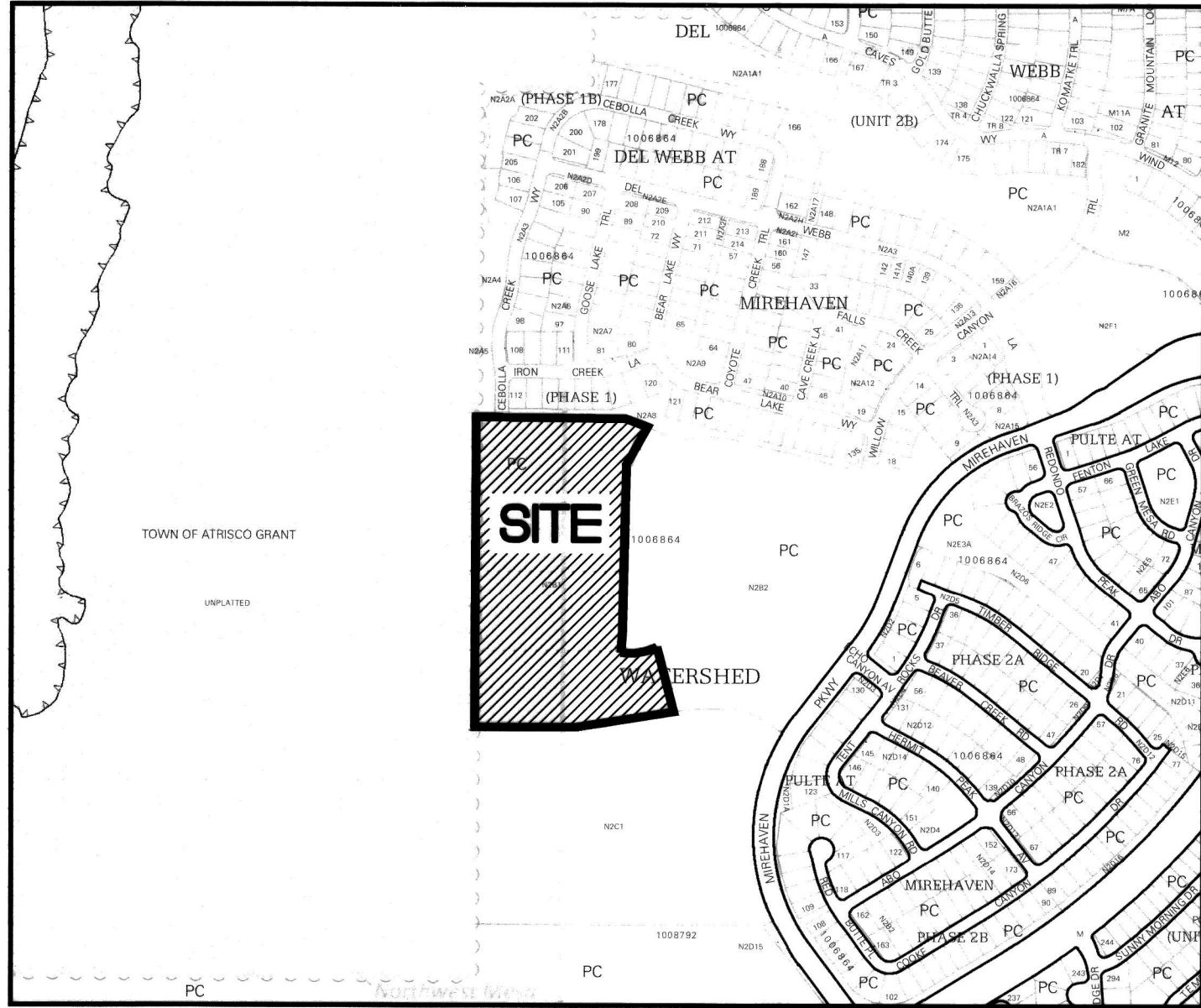
- Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-16-6-5(A)
- Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures on the plat prior to submittal. (7 copies, folded)
- Cross sections of proposed streets (3 copies, 11" by 17" maximum)
- 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.

<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>	
Signature: 	Date: 10/25/19
Printed Name: Yolanda Padilla Moyer	<input type="checkbox"/> Applicant or <input type="checkbox"/> Agent
FOR OFFICIAL USE ONLY	
Project Number:	Case Numbers
	-
	-
	-
Staff Signature:	
Date:	



Vicinity Map - Zone Atlas H-08-Z

Indexing Information

Projected Section 8, Township 10 North, Range 2 East,
 N.M.P.M. Town of Atrisco Grant
 Subdivision: Watershed Subdivision
 Owner: Pulte Homes of New Mexico, Inc.
 UPC #: 100805927014240101

Purpose of Plat

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

Subdivision Data

GROSS ACREAGE, 17.6216 ACRES
 ZONE ATLAS PAGE NO. H-08-Z
 NUMBER OF EXISTING TRACTS 1
 NUMBER OF LOTS CREATED 57
 NUMBER OF TRACTS CREATED 6
 MILES OF FULL-WIDTH STREETS 0.61 MILES
 MILES OF HALF-WIDTH STREETS 0.00 MILES
 RIGHT-OF-WAY DEDICATION TO THE CITY OF ALBUQUERQUE 0.00 ACRES
 DATE OF SURVEY MARCH 2019

Notes

1. FIELD SURVEY PERFORMED IN AUGUST 2017.
2. ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
3. THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-GRID).
4. MEASURED BEARINGS AND DISTANCES MATCH RECORD BEARINGS AND DISTANCES AS SHOWN ON THE PLAT OF RECORD.
5. TRACTS '2', 'A', 'B', 'E', 'F' AND 'L' WILL BE OWNED AND MAINTAINED BY THE DEL WEBB HOME OWNER'S ASSOCIATION (HOA) EXCEPT AS NOTED ON EASEMENT 12.

Documents

1. PLAT OF RECORD FILED IN THE BERNALILLO COUNTY CLERK'S OFFICE ON DECEMBER 14, 2017, IN BOOK 2017C, PAGE 143.
2. PLAT FOR DEL WEBB @ MIREHAVEN, UNIT 3A, FILED IN THE BERNILLO COUNTY CLERK'S OFFICE ON MARCH 1, 2019, IN BOOK 2019C, PAGE 19.

Public Utility Easements

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.

Treasurer's Certificate

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

#: 100805927014240101

PROPERTY OWNER OF RECORD

BERNALILLO COUNTY TREASURER'S OFFICE

**Plat for
 Del Webb @ Mirehaven, Unit 3B
 Being Comprised of
 Tract N-2-B-1
 Watershed Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 August 2019**

Project Number: _____

Application Number: _____

Plat Approvals:

[Signature] 9-6-19
 PNM Electric Services
[Signature] 9/6/19
 Qwest Corp. d/b/a CenturyLink QC
[Signature] 9/9/19
 New Mexico Gas Company
[Signature] 9/6/19
 Comcast

City Approvals:

[Signature] 9/4/19
 City Surveyor

Traffic Engineer

ABCWUA

Parks and Recreation Department

[Signature] 9.12.19
 AMAFCA

City Engineer

DRB Chairperson, Planning Department

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 ALBUQUERQUE SUBDIVISION ORDINANCE, 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."

[Signature] 9/3/19
 Will Plotner Jr. Date
 N.M.R.P.S. No. 14271

CSI-CARTESIAN SURVEYS INC.

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



Legal Description

TRACTS N-2-B-1 OF THE WATERSHED SUBDIVISION, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED IN THE BULK PLAT ENTITLED "BULK PLAT FOR TRACTS N-2-B-1, N-2-B-2 & N-2-C-1, WATERSHED SUBDIVISION, BEING COMPRISED OF TRACTS N-2-B AND N-2-C, WATERSHED SUBDIVISION, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON DECEMBER 14, 2017, IN BOOK 2017C, PAGE 143.

Free Consent

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 DO HEREBY GRANT THE RIGHT TO CONSTRUCT, OPERATE, INSPECT, MAINTAIN FACILITIES THEREIN; AND ALL PUBLIC UTILITIES EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICE FOR BURIED DISTRIBUTION LINES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THEIR RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION 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.

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

9/4/19
 DATE

STATE OF New Mexico SS
 COUNTY OF Bernalillo

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON Sept 4, 2019
 BY: KEVIN PATTON, DIRECTOR OF LAND PLANNING AND ENTITLEMENTS, PULTE HOMES

By: *[Signature]*
 NOTARY PUBLIC

MY COMMISSION EXPIRES 05/11/23

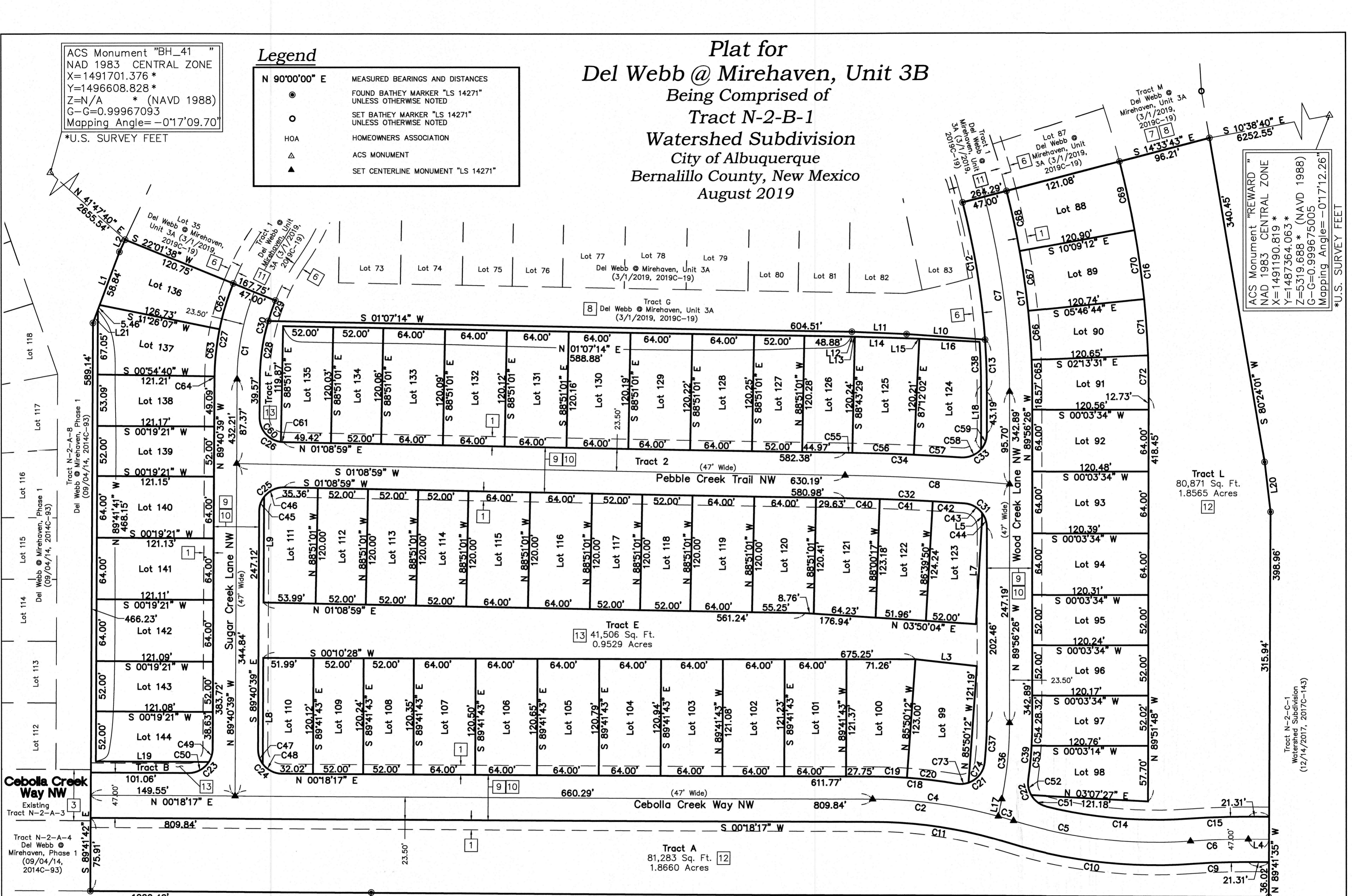


ACS Monument "BH_41"
 NAD 1983 CENTRAL ZONE
 X=1491701.376 *
 Y=1496608.828 *
 Z=N/A * (NAVD 1988)
 G-G=0.99967093
 Mapping Angle=-0°17'09.70"
 *U.S. SURVEY FEET

Legend

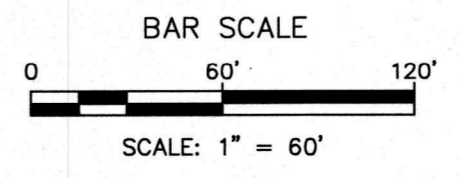
N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
●	FOUND BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
○	SET BATHEY MARKER "LS 14271" UNLESS OTHERWISE NOTED
HOA	HOMEOWNERS ASSOCIATION
▲	ACS MONUMENT
▲	SET CENTERLINE MONUMENT "LS 14271"

Plat for
Del Webb @ Mirehaven, Unit 3B
 Being Comprised of
Tract N-2-B-1
 Watershed Subdivision
 City of Albuquerque
 Bernalillo County, New Mexico
 August 2019



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

Petroglyph National Monument



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

**Plat for
Del Webb @ Mirehaven, Unit 3B
Being Comprised of
Tract N-2-B-1
Watershed Subdivision
City of Albuquerque
Bernalillo County, New Mexico
August 2019**

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	92.81'	245.00'	21°42'15"	92.25'	N 78°49'31" W
C2	148.09'	500.00'	16°58'12"	147.55'	N 08°47'23" E
C3	16.43'	500.00'	1°53'00"	16.43'	N 16°19'59" E
C4	131.66'	500.00'	15°05'12"	131.28'	N 07°50'53" E
C5	185.58'	500.00'	21°15'57"	184.52'	S 06°38'30" W
C6	60.01'	800.00'	4°17'53"	60.00'	N 01°50'32" W
C7	204.16'	800.00'	14°37'18"	203.60'	N 82°44'55" E
C8	170.49'	2367.00'	4°07'37"	170.45'	N 03°10'13" E
C9	58.25'	776.50'	4°17'53"	58.24'	N 01°50'32" W
C10	194.30'	523.50'	21°15'57"	193.19'	S 06°38'30" W
C11	141.13'	476.50'	16°58'12"	140.61'	N 08°47'23" E
C12	144.27'	776.50'	10°38'42"	144.06'	N 80°45'38" E
C13	53.89'	776.50'	3°58'35"	53.88'	N 88°04'17" E
C14	148.90'	476.50'	17°54'14"	148.29'	S 04°57'38" W
C15	61.78'	823.50'	4°17'53"	61.76'	N 01°50'32" W
C16	246.82'	951.22'	14°52'01"	246.13'	N 83°02'14" E
C17	210.15'	823.50'	14°37'18"	209.58'	N 82°44'55" E
C18	87.03'	523.50'	9°31'31"	86.93'	N 05°04'02" E
C19	35.26'	523.50'	3°51'31"	35.25'	N 02°14'02" E
C20	51.78'	523.50'	5°40'00"	51.75'	N 06°59'48" E
C21	40.78'	25.00'	93°27'12"	36.40'	S 36°53'49" E
C22	36.71'	25.00'	84°08'33"	33.50'	S 55°59'02" W
C23	39.26'	25.00'	89°58'56"	35.35'	S 44°41'11" E
C24	39.28'	25.00'	90°01'04"	35.36'	S 45°18'49" W
C25	39.63'	25.00'	90°49'38"	35.61'	N 44°15'50" W
C26	38.91'	25.00'	89°10'22"	35.10'	S 45°44'10" W
C27	101.71'	268.50'	21°42'15"	101.10'	N 78°49'31" W
C28	61.47'	221.50'	15°54'00"	61.27'	N 81°43'39" W
C29	22.44'	221.50'	5°48'15"	22.43'	N 70°52'32" W
C30	83.91'	221.50'	21°42'15"	83.41'	N 78°49'31" W
C31	37.49'	25.00'	85°55'11"	34.07'	N 47°05'59" E
C32	124.06'	2343.51'	3°02'00"	124.05'	N 02°37'23" E

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C33	40.98'	25.00'	93°54'58"	36.54'	S 42°58'57" E
C34	119.67'	2390.49'	2°52'06"	119.66'	N 02°32'29" E
C36	79.57'	400.00'	11°23'51"	79.44'	S 84°14'30" E
C37	41.51'	376.50'	6°19'01"	41.49'	S 86°46'55" E
C38	45.57'	771.64'	3°23'01"	45.56'	N 88°04'46" E
C39	59.10'	423.50'	7°59'44"	59.05'	S 85°56'34" E
C40	36.35'	2343.40'	0°53'19"	36.35'	N 01°33'05" E
C41	54.84'	2343.51'	1°20'27"	54.84'	N 02°39'58" E
C42	32.88'	2329.99'	0°48'30"	32.87'	N 03°44'12" E
C43	21.40'	25.00'	49°03'00"	20.75'	N 28°39'53" E
C44	16.09'	25.00'	36°52'12"	15.81'	N 71°37'28" E
C45	16.09'	25.00'	36°52'12"	15.81'	N 71°14'33" W
C46	23.54'	25.00'	53°57'26"	22.68'	N 25°49'44" W
C47	16.09'	25.00'	36°52'12"	15.81'	S 71°53'15" W
C48	23.19'	25.00'	53°08'53"	22.37'	S 26°52'43" W
C49	14.10'	25.00'	32°19'03"	13.92'	S 73°31'07" E
C50	25.16'	25.00'	57°39'52"	24.11'	S 28°31'39" E
C51	20.10'	25.00'	46°03'22"	19.56'	S 36°56'26" W
C52	16.62'	25.00'	38°05'12"	16.31'	S 79°00'43" W
C53	35.37'	423.50'	4°47'08"	35.36'	S 84°20'15" E
C54	23.73'	423.50'	3°12'37"	23.72'	S 88°20'07" E
C55	7.00'	2390.49'	0°10'04"	7.00'	N 01°11'28" E
C56	63.60'	2390.49'	1°31'28"	63.60'	N 02°02'14" E
C57	49.07'	2390.49'	1°10'34"	49.07'	N 03°23'15" E
C58	23.29'	25.00'	53°22'25"	22.46'	S 22°42'40" E
C59	17.69'	25.00'	40°32'33"	17.32'	S 69°40'09" E
C60	36.32'	25.00'	83°14'37"	33.21'	S 48°42'03" W
C61	2.59'	25.00'	5°55'45"	2.59'	S 04°06'52" W
C62	49.63'	268.50'	10°35'30"	49.56'	N 73°16'08" W
C63	49.32'	268.50'	10°31'27"	49.25'	N 83°49'36" W
C64	2.76'	268.50'	0°35'19"	2.76'	N 89°22'59" W
C65	32.84'	823.50'	2°17'05"	32.83'	N 88°55'02" E

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C66	51.08'	823.50'	3°33'14"	51.07'	N 85°59'53" E
C67	62.87'	823.50'	4°22'27"	62.86'	N 82°02'02" E
C68	63.37'	823.50'	4°24'32"	63.35'	N 77°38'33" E
C69	72.68'	951.22'	4°22'39"	72.66'	N 77°47'33" E
C70	72.09'	951.22'	4°20'33"	72.08'	N 82°09'09" E
C71	58.56'	951.22'	3°31'39"	58.55'	N 86°05'16" E
C72	43.48'	951.22'	2°37'09"	43.48'	N 89°09'40" E
C73	12.59'	25.00'	28°50'50"	12.45'	S 04°35'37" E
C74	28.19'	25.00'	64°36'22"	26.72'	S 51°19'14" E

Line Table		
Line #	Direction	Length (ft)
L1	S 69°28'52" E	78.76'
L2	S 64°41'53" E	13.85'
L3	S 06°22'17" W	64.05'
L4	S 00°18'25" W	21.31'
L5	N 89°56'26" W	6.42'
L7	N 86°39'50" W	109.18'
L8	N 89°40'39" W	109.99'
L9	S 89°40'39" E	109.72'
L10	S 04°10'06" W	81.48'
L11	S 02°39'25" W	56.63'
L12	N 02°39'07" E	1.79'
L13	N 02°02'17" E	1.56'
L14	S 02°02'17" W	65.24'
L15	S 02°58'51" W	1.56'
L16	S 02°58'51" W	62.44'
L17	N 78°32'35" W	18.33'
L18	N 89°56'50" W	65.52'
L19	N 00°19'21" E	117.19'
L20	S 83°18'14" W	51.79'
L21	N 69°28'52" W	14.47'

Easement Notes

- 1 10' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 2 INTENTIONALLY OMITTED
- 3 EXISTING TRACT N-2-A-3 IS A PRIVATE COMMONS AREA OWNED AND MAINTAINED BY THE DEL WEBB HOA AND IS SUBJECT TO A BLANKET PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT, FOR THE BENEFIT OF AND TO BE MAINTAINED BY THE RESIDENCE WITHIN THE DEL WEBB COMMUNITY. TRACT N-2-A-3 IS ALSO SUBJECT TO A BLANKET PUBLIC SUBSURFACE SANITARY SEWER AND WATER EASEMENT GRANTED TO AND MAINTAINED BY ABCWUA. TRACT N-2-A-3 IS ALSO SUBJECT TO A BLANKET SUBSURFACE DRAINAGE EASEMENT GRANTED TO THE CITY OF ALBUQUERQUE TO BE OPERATED AND MAINTAINED BY THE CITY OF ALBUQUERQUE (9/4/14, 2014C-93)
- 4 INTENTIONALLY OMITTED
- 5 INTENTIONALLY OMITTED
- 6 EXISTING 10' P.U.E. (3/1/2019, 19C-19)
- 7 EXISTING BLANKET PRIVATE PEDESTRIAN EASEMENT (3/1/2019, 19C-19)
- 8 EXISTING BLANKET PRIVATE DRAINAGE EASEMENT ACROSS TRACTS TO BE MAINTAINED BY THE DEL WEBB HOA PER DRAINAGE FACILITIES MAINTENANCE NOTE ON THIS SHEET (3/1/2019, 19C-19)
- 9 TRACT '2' IS A TRACT TO BE OWNED BY THE DEL WEBB HOA. TRACT '2' CONTAINS THE FOLLOWING BLANKET EASEMENTS:
 - PUBLIC SUBSURFACE SANITARY SEWER, PUBLIC SUBSURFACE WATERLINE EASEMENT GRANTED TO THE ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY 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 SUBSURFACE DRAINAGE INFRASTRUCTURE.
 - A PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT AND A PRIVATE SURFACE DRAINAGE EASEMENT GRANTED TO THE DEL WEBB HOA FOR THE OWNERSHIP, OPERATIONS AND MAINTENANCE OF THE SIDEWALK AND ROADWAY INFRASTRUCTURE TO SERVE THE RESIDENCES IN DEL WEBB.
 - A PRIVATE DRAINAGE SURFACE EASEMENT INCLUDING INLETS AND SURFACE DRAINAGE FEATURES FOR OWNERSHIP AND MAINTENANCE BY THE DEL WEBB HOA PER DRAINAGE FACILITIES MAINTENANCE NOTE ON THIS SHEET.
- 10 PNM, NM GAS COMPANY, CENTURYLINK (QWEST), AND COMCAST SHALL HAVE THE RIGHT TO CROSS PRIVATE STREETS (TRACT '2') AT LOCATIONS AS MUTUALLY AGREED UPON BY THE OWNER AND SAID NAMED PUBLIC UTILITY COMPANY
- 11 TRACT '1' IS AN EXISTING TRACT OWNED BY THE DEL WEBB HOA (3/1/2019, 19C-19) TRACT '1' CONTAINS EXISTING BLANKET EASEMENTS INCLUDING THE FOLLOWING:
 - EXISTING ABCWUA PUBLIC SUBSURFACE SANITARY SEWER, PUBLIC SUBSURFACE WATERLINE EASEMENT
 - EXISTING PUBLIC SUBSURFACE DRAINAGE EASEMENT
 - EXISTING PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT AND A PRIVATE SURFACE DRAINAGE EASEMENT
 - EXISTING PRIVATE PEDESTRIAN AND VEHICULAR ACCESS EASEMENT BENEFITTING TRACT N-2-B-1
 - EXISTING PRIVATE DRAINAGE SURFACE EASEMENT INCLUDING INLETS AND SURFACE DRAINAGE FEATURES, OWNED AND MAINTAINED BY THE DEL WEBB HOA
- 12 TRACTS 'A' AND 'L' HAVE A PUBLIC BLANKET SURFACE DRAINAGE EASEMENT MAINTAINED BY THE CITY OF ALBUQUERQUE GRANTED WITH THE FILING OF THIS PLAT
- 13 TRACTS 'B', 'E' AND 'F' HAVE A PRIVATE BLANKET DRAINAGE EASEMENT MAINTAINED BY THE DEL WEBB HOA GRANTED WITH THE FILING OF THIS PLAT

Parcel Table		
Parcel Name	Area (Sq. Ft.)	Area (Acres)
Lot 88	8,230	0.1889
Lot 89	8,153	0.1872
Lot 90	6,617	0.1519
Lot 91	6,490	0.1490
Lot 92	7,713	0.1771
Lot 93	7,708	0.1769
Lot 94	7,702	0.1768
Lot 95	6,254	0.1436
Lot 96	6,250	0.1435
Lot 97	6,256	0.1436
Lot 98	6,672	0.1532
Lot 99	7,863	0.1805
Lot 100	8,170	0.1876
Lot 101	7,763	0.1782
Lot 102	7,754	0.1780
Lot 103	7,745	0.1778
Lot 104	7,735	0.1776
Lot 105	7,726	0.1774
Lot 106	7,717	0.1771
Lot 107	7,707	0.1769
Lot 108	6,255	0.1436
Lot 109	6,249	0.1435
Lot 110	6,184	0.1420
Lot 111	6,519	0.1497
Lot 112	6,240	0.1433

Parcel Table		
Parcel Name	Area (Sq. Ft.)	Area (Acres)
Lot 113	6,240	0.1433
Lot 114	6,240	0.1433
Lot 115	7,680	0.1763
Lot 116	7,680	0.1763
Lot 117	6,240	0.1433
Lot 118	6,240	0.1433
Lot 119	7,680	0.1763
Lot 120	7,682	0.1763
Lot 121	7,931	0.1821
Lot 122	6,610	0.1518
Lot 123	6,409	0.1471
Lot 124	7,967	0.1829
Lot 125	7,830	0.1798
Lot 126	6,267	0.1439
Lot 127	6,254	0.1436
Lot 128	7,695	0.1767
Lot 129	7,693	0.1766
Lot 130	7,691	0.1766
Lot 131	7,689	0.1765
Lot 132	7,687	0.1765
Lot 133	7,685	0.1764
Lot 134	6,242	0.1433
Lot 135	6,241	0.1433
Lot 136	7,509	0.1724
Lot 137	7,508	0.1724

Parcel Table		
Parcel Name	Area (Sq. Ft.)	Area (Acres)
Lot 138	6,358	0.1460
Lot 139	6,300	0.1446
Lot 140	7,753	0.1780
Lot 141	7,752	0.1780
Lot 142	7,750	0.1779
Lot 143	6,296	0.1445
Lot 144	6,279	0.1441
Tract 2	146,834	3.3709
Tract A	81,283	1.8660
Tract B	3,656	0.0839
Tract E	41,506	0.9529
Tract F	6,690	0.1536
Tract L	80,871	1.8565

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.

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, 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.

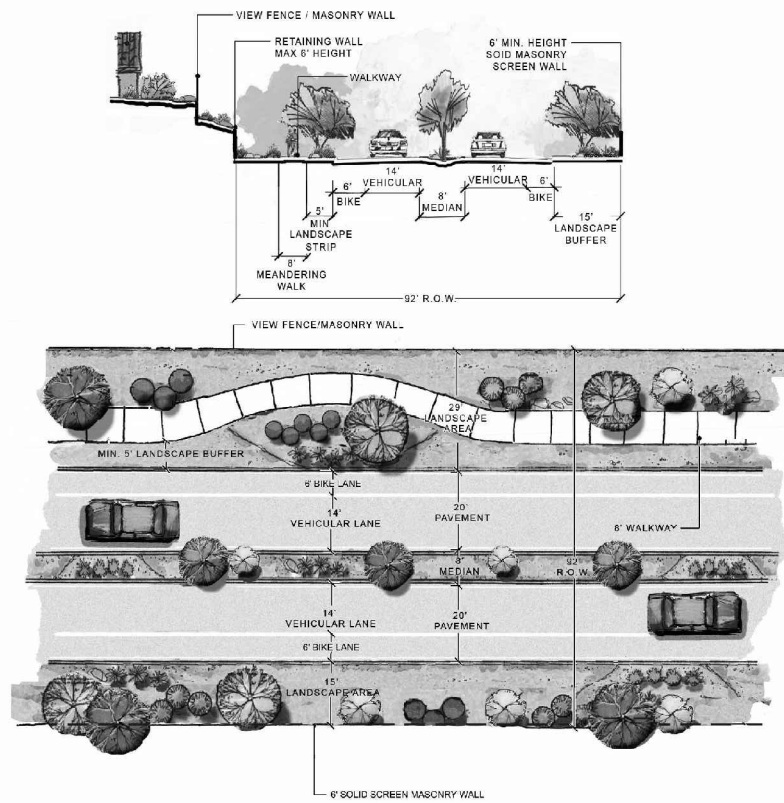
CSI-CARTESIAN SURVEYS INC.

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

DEL WEBB @ MIREHAVEN PHASE 3 / PHASE 4

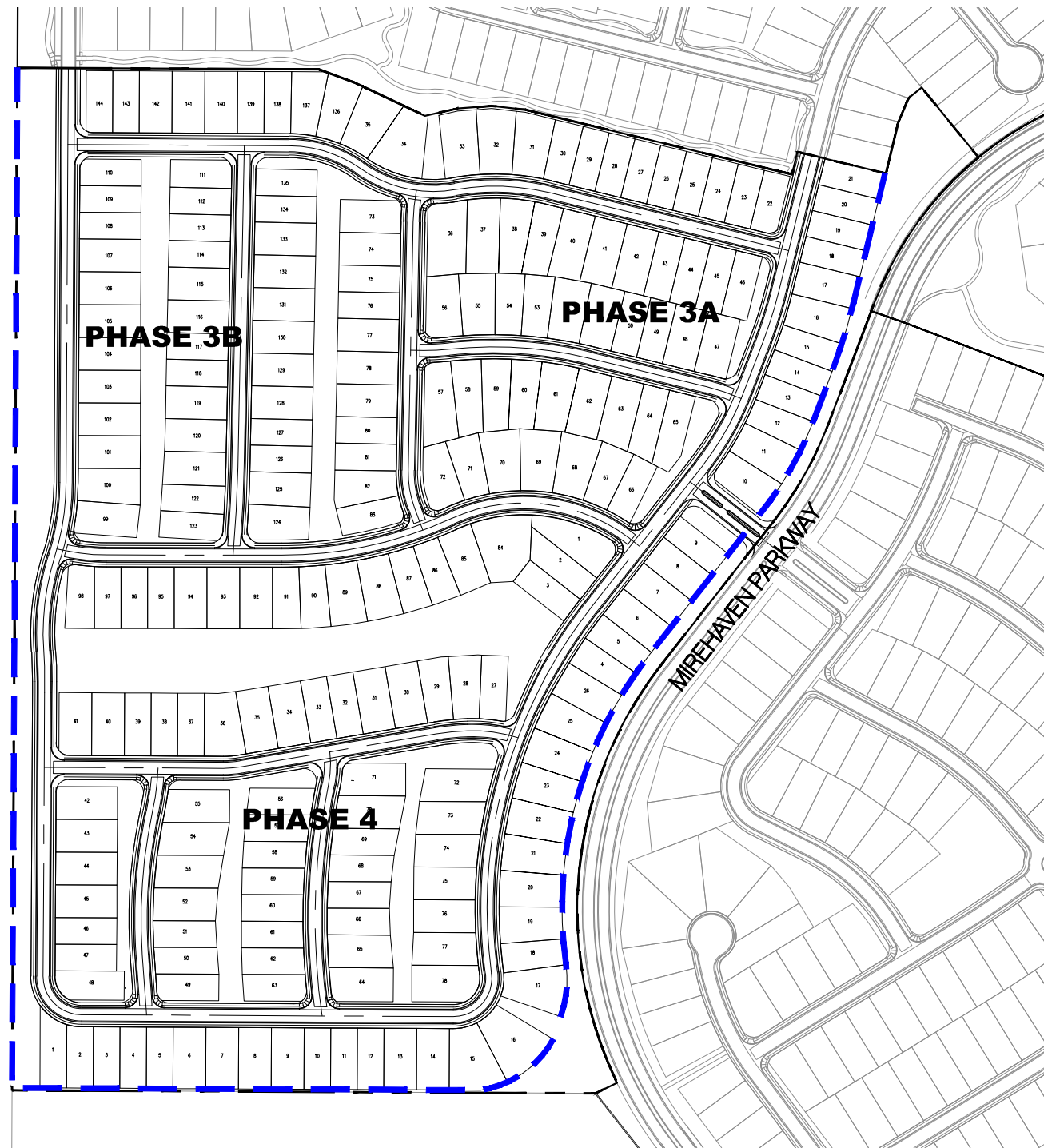
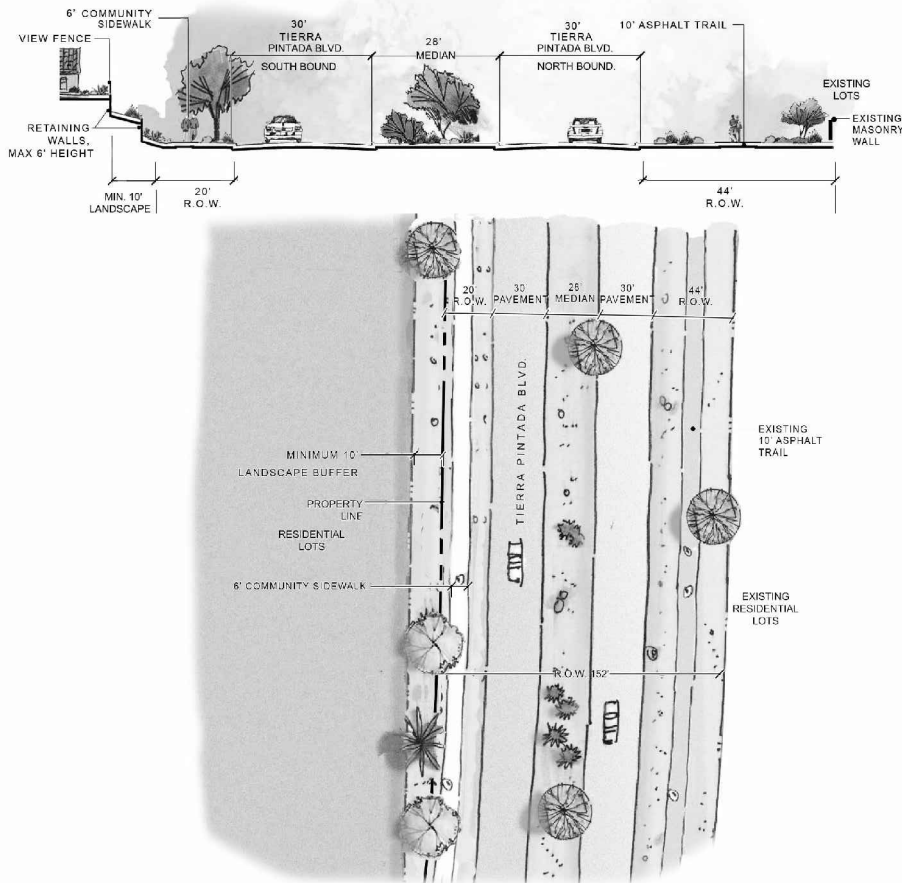
WALL EXHIBIT

April, 2018



L. The roadway section for Tierra Pintada includes a landscaped median, an existing 10-foot wide trail on the east side and an existing 6-foot wide sidewalk on the west side. Landscaped parkways and buffers shall be provided on both sides of the roadway.

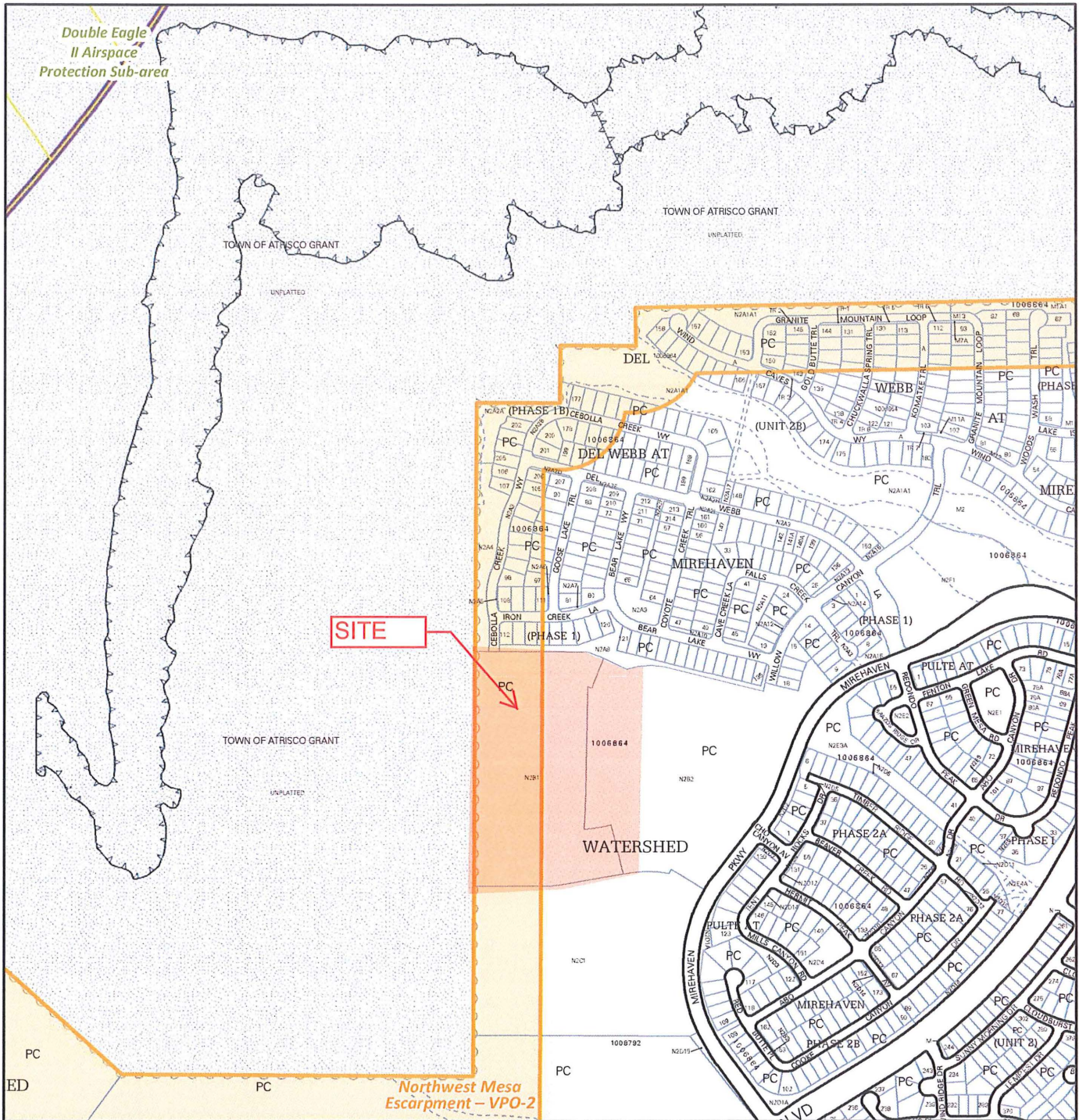
M. TIERRA PINTADA BOULEVARD - Illustrative Section and Plan Views



--- PROPOSED PERIMETER WALL LOCATION




N.T.S




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

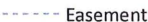









IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones are established by the Integrated Development Ordinance (IDO).



Gray Shading Represents Area Outside of the City Limits

Zone Atlas Page:
H-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

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

Receipt: 1047610

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	4
	Document #	2019089803
	# Of Entries	0
AGRE	Agreement	\$25.00
	# Pages	7
	Document #	2019089804
	# Of Entries	0
Total		\$50.00

Tender (Check) \$50.00
Check# 0018114574
Paid By PULTE GROUP
Phone # 505-924-3996

Thank You!

Figure 19

Nearest Major Streets: Arroyo Vista Blvd. & Tierra Pintada Blvd.
No. of Lots: 57

SIDEWALK DEFERRAL AGREEMENT

PROJECT NO. 650481

THIS AGREEMENT is made this (Date) October 16, 2019, 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 NM, Inc. ("Developer"), a Michigan Corporation, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] Albuquerque, whose address is 7601 Jefferson NE Ste 320 (City) Albuquerque, (State) NM (Zip Code) 87109 and whose telephone number is _____, in Albuquerque, New Mexico, and is entered into as of the date of final 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) Del Webb @ Mirehaven Phase 3B being comprised of Tract N-2-B-1 recorded on (Date) _____, 20____, in Book _____, pages _____ through _____, as Document No. _____ 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":) Preliminary plat, to be identified as Del Webb @ Mirehaven Phase 3 & 4; 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.

Doc# 2019089804

10/21/2019 03:52 PM Page: 1 of 7
AGRE R: \$25.00 Linda Stover, Bernalillo County



THEREFORE, the City and the Developer agree:

1. A. Sidewalk Construction Deadline. 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 November 1, 2022 20_ ("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. Financial Guaranty. Developer will provide a financial guaranty in an amount of not less than 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: Surety
Amount: \$ 78,748.75
Name of Financial Institution or Surety providing Guaranty: _____
Date City first able to call Guaranty (Construction Completion Deadline):
November 1, 2022
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____

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

4. Completion, Acceptance and Release. 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. 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.

7. Assignment. 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. 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 its heirs, successors and assigns.

11. 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 days after the notice is mailed if there is no actual evidence of receipt.

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

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

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

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

16. Form not Changed. 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. Authority to Execute. 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.

Pulte Development of NM, Inc.
DEVELOPER: a Michigan Corporation
By [signature]: [Signature]
Name [print]: Kevin Patton
Title: Director of Land Planning & Entitlements
Dated: 10/10/19

CITY OF ALBUQUERQUE:
By: [Signature] (AV)
Shahab Biazar, P.E., City Engineer
Dated: 10/16/19

DEVELOPER'S NOTARY

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

This instrument was acknowledged before me on 10 day of October, 2019 by
(name of person:) Kevin Patton, (title or capacity, for instance, "President" or
"Owner":) Director of Land Planning & Entitlements of
(Developer:) Pulte Development of NM, Inc., a Michigan Corporation



Dawn Sena
Notary Public

My Commission Expires: 05/11/23

CITY'S NOTARY

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

This instrument was acknowledged before me on 16th day of October, 2019 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

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Subdivider is not the owner of the Subdivision.


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

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner"), of [address:] **7601 Jefferson St NE Suite 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, Inc., a Michigan corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

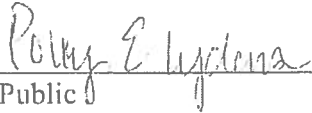
OWNER: Pulte Homes of New Mexico, Inc., a Michigan corporation

By [Signature:]:  Dated: 1/23/18

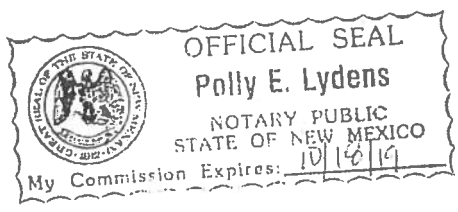
Name [Print]: Kevin Patton, Title: Director of Land Planning & Entitlements

The foregoing Power of Attorney was acknowledged before me on January 23, 2018, 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., a Michigan corporation on behalf of the Owner.

(SEAL)


Notary Public

My Commission Expires: 10/18/19



**AMENDMENT TO AGREEMENT TO
CONSTRUCT INFRASTRUCTURE IMPROVEMENTS "B"**

City Project # 650481

This Agreement made this 16th day of October, 20 19, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of Developer:) **Pulte Development of New Mexico, Inc.** ("Developer"), whose address is **7601 Jefferson NE, Ste. 320, Albuquerque, NM, 87109** and whose telephone number is **(505)349-9952**, is made in Albuquerque, New Mexico and is entered into as of the date of final execution of 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 City and the Developer entered into an Agreement on the 10th day of **December, 2018**, which was recorded on 10th day of **December, 2018**, pages 1 through 15 as Document No. **2018106314** in the records of Bernalillo County Clerk, State of New Mexico ("Earlier Agreement"), by which the Developer agreed to complete the construction of certain infrastructure improvements on or before the 10th day of **December, 2019**; and

WHEREAS, the Developer has requested to financially guarantee the construction of the public and/or private infrastructure; and

WHEREAS, the Developer is able to provide the required financial guaranty.

THEREFORE, the Developer and the City agree to amend the Original Agreement as follows:

1. Amending Section 6. Financial Guaranty, second paragraph, to read as follows:

To meet the Integrated Development Ordinance requirements, the Developer has acquired or is able to acquire the following "Financial Guaranty":

Type of Financial Guaranty: Subdivision Bond No.ES00003316

Amount: \$ 489,684.24

Date City first able to call Guaranty (Construction Completion Deadline):
December 01, 2020

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

Additional information: _____

2. 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 Amendment, and the terms and conditions of the Original Agreement, in which case the terms and conditions of the Amendment to the Original Agreement will control.

Doc# 2019089803

10/21/2019 03:52 PM Page: 1 of 4
AGRE R:\$25.00 Linda Stover, Bernalillo County



DEVELOPER: Pulte Development of NM, Inc.

CITY OF ALBUQUERQUE:

By [signature] [Signature]

By: [Signature] (AV)

Name [print]: Kevin Patton

Shahab Biazar, P.E., City Engineer

Title: Director of Land Planning & Entitlements

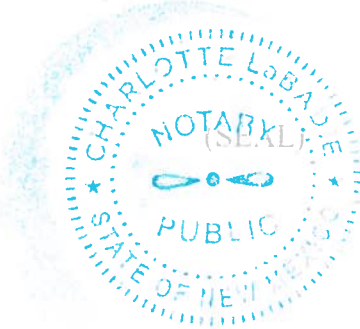
Dated: 10/10/19

Dated: 10/16/19

DEVELOPER'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 10th day of October, 2019,
by [name of person] Kevin Patton, [title or capacity, for instance, "President" or "Owner"]
Director of Land Planning & Entitlements of ("Developer") Pulte Development of NM, Inc.



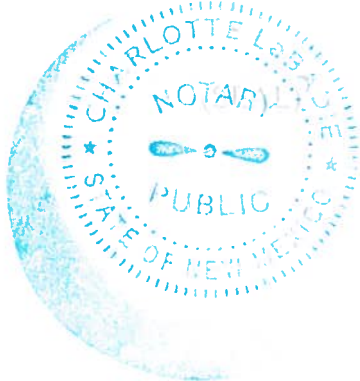
Charlotte Labadie
Notary Public

My Commission Expires: March 15, 2021

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 16th day of October, 2019,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of said corporation.



Charlotte Labadie
Notary Public

My Commission Expires: March 15, 2021

POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Subdivider is not the owner of the Subdivision.

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

[State name of present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] **Pulte Homes of New Mexico, Inc., a Michigan corporation** ("Owner"), of [address:] **7601 Jefferson St NE Suite 320** [City:] **Albuquerque**, [State:] **NM** [zip code:] **87109**, hereby makes, constitutes and appoints [name of Subdivider:] **Pulte Development of New Mexico, Inc., a Michigan corporation** ("Subdivider") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Subdivider full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") subdivision requirements regarding the real estate owned by me and described in Section 1 of the Subdivision Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Subdivider lawfully does or causes to be done by virtue of the power herein conferred upon the Subdivider.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Subdivider. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

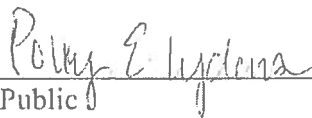
OWNER: Pulte Homes of New Mexico, Inc., a Michigan corporation

By [Signature:]:  Dated: 1/23/18

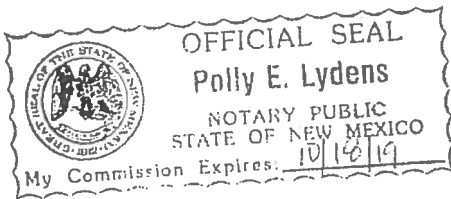
Name [Print]: Kevin Patton, Title: Director of Land Planning & Entitlements

The foregoing Power of Attorney was acknowledged before me on January 23, 20 18 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., a Michigan corporation on behalf of the Owner.

(SEAL)


Notary Public

My Commission Expires: 10/18/19



ORIGINAL

EXHIBIT "A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (DRB) REQUIRED INFRASTRUCTURE LIST

DEL WEBB AT MIREHAVEN PHASE 3 & 4
(TRACT M AND TRACT N-2-A-1, WATERSHED)

Figure 12

Following is a summary of PUBLIC/PRIVATE infrastructure required to be constructed or financially guaranteed for the above development. This listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRG Chair determines that appropriate items and/or unforeseen items have not been included in the infrastructure listing, the DRG Chair may include those items in the listing and related financial guarantee. Likewise, if the DRG Chair determines that appropriate 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 DRG Chair, the User Department and approver. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Date Submitted: 7-11-18
Date Site Plan Approved: 7-10-18
Date Preliminary Plat Approved: 7-10-18
Date Preliminary Plat Expires: _____
DRB Project No. 1008864

SIA Sequence #	COA DRG Project #	Size	Type of Improvement	Location	From	To
		8" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	PHASE 3A4 BOUNDARY	NORTH BOUNDARY
		10" DIA (3WR)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	ECHO CANYON LANE	NORTH BOUNDARY
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ROCK CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	SUGAR CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL
		4" DIA (3WR)	WATERLINE W/NEC. VALVES MJS & RJS	SUGAR CREEK LANE	5' EAST EAST PROPERTY LINE OF LOT 43	WILLOW CANYON TRAIL
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	CRYSTAL CREEK LANE	ROCK CREEK TRAIL	WILLOW CANYON TRAIL
		8" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ECHO CANYON LANE	WILLOW CANYON TRAIL	MIREHAVEN PARKWAY
		10" DIA (3WR)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	ECHO CANYON LANE	WILLOW CANYON TRAIL	MIREHAVEN PARKWAY
		6" DIA (4W)	WATERLINE W/NEC. VALVES FHS, MJS & RJS	WOOD CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL

Private Inspector	City Inspector	City Cost Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

SIA Sequence #	COA DRG Project #	Size	Type of Improvement	Location	From	To
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	WILLOW CANYON TRAIL	PHASE 3A1 4 BOUNDARY	NORTH BOUNDARY
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	ROCK CREEK TRAIL	LOT 63	SUGAR CREEK LANE
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	SUGAR CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	CRYSTAL CREEK LANE	LOT 57	WILLOW CANYON TRAIL
		8" DIA	SANITARY SEWER W/NEC. MHS & SERVICES	WOOD CREEK LANE	PHASE 3A1 3B BOUNDARY	WILLOW CANYON TRAIL

Private Inspector	City Inspector	City Cost Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
PUBLIC WATERLINE IMPROVEMENTS-PHASE 3B				
6" DA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	PEBBLE CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
8" DA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	CEBOLLA CREEK WAY	PHASE 3B/ 4 BOUNDARY	NORTH BOUNDARY
6" DA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	SUGAR CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY
6" DA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	WOOD CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY

Private Inspector	City Inspector	City Cost Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
PUBLIC SANITARY SEWER IMPROVEMENTS-PHASE 3B				
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	PEBBLE CREEK TRAIL	LOT 123	WOODCREEK LANE
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	CEBOLLA CREEK WAY	LOT 09	NORTH BOUNDARY
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	SUGAR CREEK LANE	LOT 144	PHASE 3A/ 3B BOUNDARY
8" DA	SANITARY SEWER W/ NEC. MHS & SERVICES	WOOD CREEK LANE	LOT 98	PHASE 3A/ 3B BOUNDARY

Private Inspector	City Inspector	City Cost Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
PUBLIC STORM DRAIN IMPROVEMENTS-PHASE 3B				
	INLET	SUGAR CREEK LANE	ON PHASE 3A/3B BOUNDARY	

DRAINAGE STRUCTURE TO BE LOCATED AT NATURAL LOWPOINTS ON WESTERN MONUMENT BOUNDARY WHERE A WALL IS TO BE CONSTRUCTED
 A GRADING AND DRAINAGE CERTIFICATION OF THE APPROVED GRADING PLAN IS REQUIRED PRIOR TO THE RELEASE OF FINANCIAL GUARANTY
 ALL SLORES 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 Cost Engineer

SIA Sequence #	COA DRC Project #

PRIVATE ROADWAY IMPROVEMENTS - OFFSITE PHASE 3B

Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK* ON BOTH SIDES	PEBBLE CREEK TRAIL	WOOD CREEK LANE	SUGAR CREEK LANE
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON EAST SIDE TRAIL ON WEST SIDE	CEBOLLA CREEK WAY	PHASE 3B/ 4 BOUNDARY	NORTH BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	SUGAR CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	WOOD CREEK LANE	CEBOLLA CREEK WAY	PHASE 3A/ 3B BOUNDARY

NOTE: STREET LIGHTS AS REQUIRED PER THE COA DPM

*ALL SIDEWALKS TO BE DEFERRED ALONG FRONTAGE OF LOTS

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

Private Inspector	City Inspector	City Const Engineer

SIA Sequence #	COA DRC Project #

PUBLIC WATERLINE IMPROVEMENTS-PHASE 4

Size	Type of Improvement	Location	From	To
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	WILLOW CANYON TRAIL	COUGAR CREEK LANE	PHASE 3A/ 4 BOUNDARY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	BUFFALO BROOK WAY	COUGAR CREEK LANE	LOST CREEK WAY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	GNEISS TRAIL	COUGAR CREEK LANE	LOST CREEK WAY
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	CEBOLLA CREEK WAY	COUGAR CREEK LANE	PHASE 3B/ 4 BOUNDARY
6" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	LOST CREEK WAY	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
8" DIA (4W)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	COUGAR CREEK LANE	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL

Private Inspector	City Inspector	City Const Engineer

SIA Sequence #	COA DRG Project #

Size	Type of Improvement	Location	From	To
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	LOST CREEK WAY	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
28' F-F	RESIDENTIAL PAVING W/ PCC CURB & GUTTER & PCC 4' WIDE SIDEWALK ON BOTH SIDES	COUGAR CREEK LANE	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
8'	TRAIL	WEST OF LOT 1	CEBOLLA CREEK WAY	SOUTH BOUNDARY
8'	TRAIL	LINEAR PARK	CEBOLLA CREEK WAY	WILLOW CANYON TRAIL
NOTE:	STREET LIGHTS AS REQUIRED PER THE COA DFM			

Private Inspector	City Inspector	City Cst Engineer

*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

AGENT/OWNER

YOLANDA PADILLA MOYER, P.E.
 BOHANNAN HUSTON INC.

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

[Signature]
 PRES CHAIR

7.11.18
 DATE

[Signature]
 PARKS & RECREATION

7/11/18
 DATE

FRM: *[Signature]*
 SIGNATURE

[Signature]
 TRANSPORTATION DEVELOPMENT

7/11/18
 DATE

AMATECA

7/11/2018
 DATE

MAXIMUM TIME ALLOW TO CONSTRUCT IMPROVEMENTS WITHOUT A DRB EXTENSION

[Signature]
 ACQUA

7/11/18
 DATE

CITY ENGINEER

7/11/2018
 DATE

[Signature]
 CODE ENFORCEMENT

[Signature]
 CODE ENFORCEMENT

7/11/18
 DATE

CITY ENGINEER

7/11/2018
 DATE

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRG CHAIR	USER DEPARTMENT	AGENT/OWNER