A^{City of} Ibuaueraue



DEVELOPMENT REVIEW BOARD APPLICATION

1 Kibuqueit		744	S. L. S. C.			TO BOAND AI	=======================================	
Please check the appropriate box of application.	((es) and ref	er to supplen	nental f	orms for submittal requ	uiremen	ts. All fees must be	paid at the time	
SUBDIVISIONS		Final Sign off o	f EPC Si	ite Plan(s) <i>(Form P2)</i>		<u></u>		
☐ Major – Preliminary Plat (Form S1)				ite Plan <i>(Form P2)</i>	│ □ Va	cation of Public Right-c	of-way (Form V)	
☐ Minor – Preliminary/Final Plat (Form		ISCELLANEOU				cation of Public Easem		
Major - Final Plat (Form S2)		Extension of In	frastructi	ure List or IIA (Form S1)		cation of Private Easen		
☐ Minor Amendment to Preliminary Plat	t (Form					Cation of Theate Lasen	nent(s) (r omr v)	
S2)	·	Minor Amendm	ent to In	frastructure List (Form S2)	PRE-	APPLICATIONS		
☐ Extension of Preliminary Plat (Form S	S1) 🗆	Temporary Def	erral of S	S/W (Form V2)	□ Sk	etch Plat Review and C	comment (Form S2)	
		Sidewalk Waive	er (<i>Form</i>	V2)				
SITE PLANS		Waiver to IDO	(Form V	(2)	APPE	AL		
☐ DRB Site Plan (Form P2)		Waiver to DPM	(Form V	/2)	□ De	cision of DRB (Form A)		
BRIEF DESCRIPTION OF REQUEST				DEVELOPMENT				
CREATE A 45 LOT	= 7 TRA	ACT SUB	DIVI	SION				
Application Information	\ =			CONTRACTOR DOS		and repaid paid		
Applicant: PV VALLE PRAD					~ .	none:		
Address: 4340 E. Indian S City: PHDENIX \ SAN DIE) STE 21-2	92\			mail:		
				State: AZ/CA		p: 85018 921		
Professional/Agent (if any): Present Address: P.O. 1901, 25911	FLAT	LAND U	SE C	consultants		none: 505.980		
City: PUBUQUERQUE		State: nm Zip: 87125				comcast.ne		
Proprietary Interest in Site:				List all owners:	24. 211.72			
SITE INFORMATION (Accuracy of the	existing legal	description is	crucial!		f necess	arv.)		
Lot or Tract No.: 6 = C				Block:		nit: 3A ÷ 3		
Subdivision/Addition: BULK LAND P	ILS VAL	LE PRADO	OF	MRGCD Map No.:	UI	PC Code: 1.009.06	4.052.359.22	
Zone Atlas Page(s): C-9		Existing Zoning	g: R	-1B		oposed Zoning / .009		
# of Existing Lots: 2		# of Proposed	Lots:	52	To	otal Area of Site (Acres)	: 15.52 ±	
LOCATION OF PROPERTY BY STREE	TS							
Site Address/Street: WoodmonT	AV.	Between: 2 p	INBO	W BL	and: 🛭	ASEO DEL NOI	2TE	
CASE HISTORY (List any current or pr	rior project ar	nd case numbe	r(s) that	may be relevant to your re	equest.)			
PR 2018-001991		, <u>1</u>		-				

Signature: Wush frehw						ate: 6.19.2020		
Printed Name. DEPPKE AM	CHULET	A-				Applicant or X Agent		
FOR OFFICIAL USE ONLY				The second second				
Case Numbers	Action	Fee	es	Case Numbers		Action	Fees	
						-		
	,					-	-	
Meeting Date:					TE			
Meeting Date: Staff Signature:				Date:	_	e Total: oiect #		
Jian Jignature.				I Dale.	ı Pr	UIECL#		

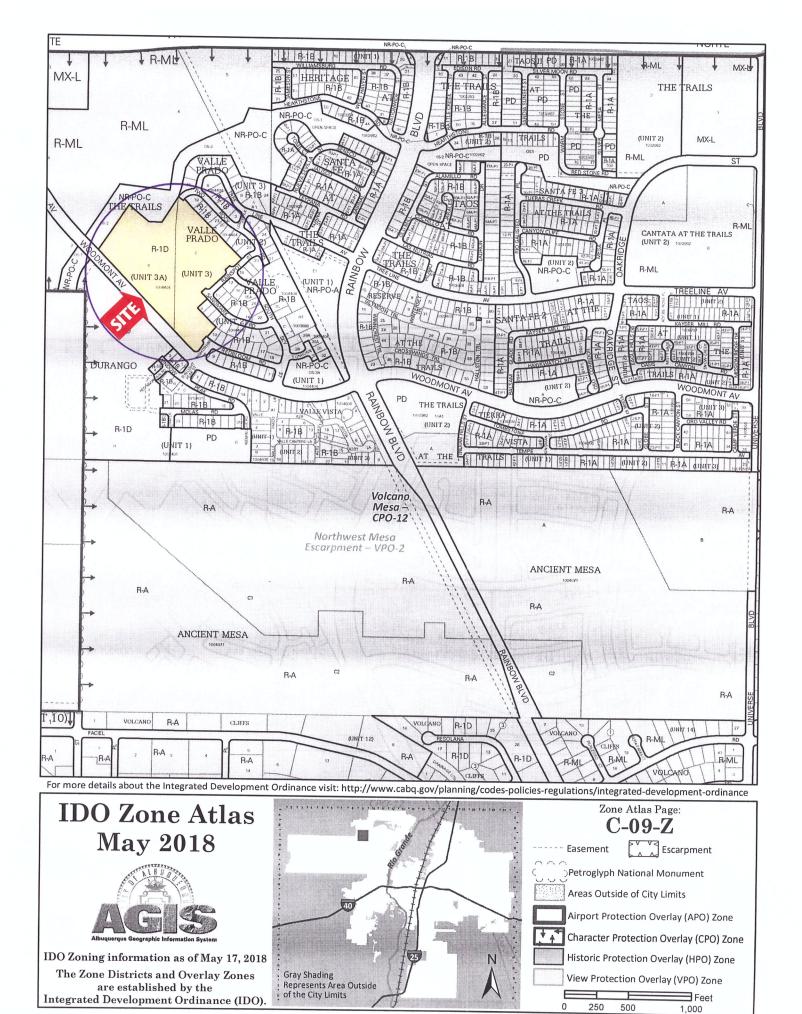
FORM S2: SUBDIVISION OF LAND - MINOR ACTIONS

>> INFORMATION REQUIRED FOR ALL MINOR SUBDIVISION APPLICATIONS

Please refer to the DRB minor case schedule for meeting dates and deadlines unless noted differently below. Bring original Mylar of plat with property owner's and City Surveyor's signatures on it to the meeting. Your attendance is required.

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

the remaining documents in the order provided on this form. Zone Atlas map with the entire site clearly outlined and labeled SKETCH PLAT REVIEW AND COMMENT Letter describing, explaining, and justifying the request Scale drawing of the proposed subdivision plat (7 copies, folded) Site sketch with measurements showing structures, parking, building setbacks, adjacer improvements, if there is any existing land use (7 copies, folded) MAJOR SUBDIVISION FINAL PLAT APPROVAL (requires published notice, heard on Letter describing, explaining, and justifying the request Copy of recorded IIA Proposed Final Plat (7 copies, 24" x 36" folded) Design elevations & cross sections of perimeter walls (3 copies) Landfill disclosure and EHD signature line on the Mylar if property is within a landfill but DXF file and hard copy of final plat data for AGIS submitted and approved MINOR SUBDIVISION PRELIMINARY/FINAL PLAT APPROVAL Letter describing, explaining, and justifying the request per the criteria in IDO Section 1	the DRB Major Case Schedule)
 Sites 5 acres or greater: Archaeological Certificate in accordance with IDO Section 14-Form DRWS Drainage Report, Grading and Drainage Plan, and Water & Sewer Availal Required notice with content per IDO Section 14-16-6-4(K)(6) Office of Neighborhood Coordination Public Notice Inquiry response Proof of emailed notice to applicable Neighborhood Association representatives Proposed Preliminary / Final Plat with property owner's and City Surveyor's signatures (7 copies, folded) Sidewalk Exhibit and/or cross sections of proposed streets (3 copies, 11" by 17" maxim Site sketch with measurements showing structures, parking, building setbacks, adjacen improvements (to include sidewalk, curb & gutter with distance to property line noted) if copies, folded) Landfill disclosure statement per IDO Section 14-16-5-2(G) if site is within a designated Proposed Infrastructure List, if applicable DXF file and hard copy of final plat data for AGIS submitted and approved 	16-6-5(A) bility Statement submittal information on the plat prior to submittal num) ht rights-of-way and street f there is any existing land use (7
 MINOR AMENDMENT TO PRELIMINARY PLAT OR INFRASTRUCTURE LIST Letter describing, explaining, and justifying the request per the criteria in IDO Section 100 Original Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, folded) Proposed Amended Preliminary Plat, Infrastructure List, and/or Grading Plan (7 copies, Note: Any application that does not qualify as a Minor Amendment in IDO Section a Major Amendment. See Form S1. 	, folded)
I, the applicant or agent, acknowledge that if any required information is not submitted with the scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.	is application, the application will not be
Signature: Www.Archulet	Date: 6.19.2020
Printed Name: DEPRICK APCHILLETA	☐ Applicant or XAgent
FOR OFFICIAL USE ONLY	的。 第一章
Case Numbers: Project Number Staff Signature:	11B V
Date:	MIL



ARCH+PLAN LAND USE CONSULTANTS ALBUQUERQUE NM

June 19, 2020

Jolene Wolfley, Chair City of Albuquerque Development Review Board 600 2nd St NW Albuquerque NM

RE: TRACT 6, BULK LAND PLAT OF THE TRAILS, UNIT 3A & TRACT C, CORRECTION PLAT OF VALLE PRADO UNIT 3
PR 2018-001991 / SD 2019-00026 / VA 2019-00033 / SD 2019-00027

Ms. Wolfley and members of the Board:

I would like to request Final Plat review for a major subdivision for the above mentioned property.

Preliminary Plat was presented to the DRB on August 28, 2019 which also included a temporary deferral of sidewalk and the vacation of a temporary public drainage easement for consideration.

The property owner would like to create a forty-five (45) lot and seven (7) tract subdivision of Tract 6, Bulk Land Plat of The Trails, Unit 3A and Tract C, Correction Plat of Valle Prado Unit 3 to be known as Valle Prado Unit 4. Proposed Lots 1 thru 45 and Tract A thru G are on a total of 15.5181± net acres on property zoned R-1B (Single-Family Residential – Medium Lot)

The Final Plat packet includes: recorded copy of IIA, proposed final plat, the Valle Prado site plan (wall details) and Preliminary Plat Notice of Decision.

The property is currently vacant.

The site is governed by the Area of Consistency of the Albuquerque/Bernalillo County Comprehensive Plan, Northwest Mesa Escarpment View Protection Overlay Zone, Volcano Mesa Character Protection Overlay Zone within the Northwest Mesa Planning Area.

Thank you for your time and consideration of the proposed application.

Sincerely.

Derrick Archuleta, MCRP

Principal

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Nearest	Major	Streets:	Woodmont	Ave/Rainbow	Blvd
	No. o	of Lots: 4	45		

INFRASTRUCTURE IMPROVEMENTS AGREEMENT (Procedure B)

AGREEMENT TO CONSTRUCT PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) tebruary 20, 20, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and PV Valle Prado, LLC
("Developer"), a Nevada limited liability corporation
San Diego , (State) CA (Zip Code) 92122 and whose telephone number is
858-625-0100 , in Albuquerque, New Mexico, and is entered into as of the date of
final execution of this Agreement.
Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Tract 6 The Trails Unit 3A, recorded 12/21/2007, Book 2007C, Page 0352 as Document No. 2007171107
Tract C Valle Prado Unit 3, recorded 12/4/2015, Book 2015C, Page 0158 as Document No. 2015104072
recorded on, attached, pages through, as Document No in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property") The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] PV Valle Prado, LLC ("Owner").
The Developer has submitted and the City has approved a preliminary plat or Site Plan describing Developer's Propert
The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Valle Prado Unit 4 describing Developer's Propert ("Developer's Property").
identified as Valle Prado Unit 4 describing Developer's Propert
describing Developer's Property ("Developer's Property"). As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan. 2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in Exhibit A, the required
describing Developer's Propert ("Developer's Property"). As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan. 2. Improvements and Construction Deadline. The Developer agrees to install and

Doc# 2020017732

02/25/2020 03 55 PM Page 1 of 14 AGRE R \$25.00 Linda Stover, Bernalillo County

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Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual ("DPM"), Chapter 2, Work Order Process, , including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Developer has procured, or has caused to be procured, public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Developer's Property, the Improvements, or the Developer's construction activities within, or related to the Developer's Property. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. If the Improvements include water and wastewater infrastructure, the insurance policy must name the ABCWUA, its employees, officers and agents, as their interest may appear, as additional insureds. The Developer must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, attention City Engineer.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading	As required per City-approved
Ordinance and street restoration fees	estimate (Figure 7)

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

surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and

5. Surveying, Inspection and Testing.

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by CSI Cartesian Surveys, Inc.

Surveys, Inc.

If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the

The Improvements shall be inspected,

the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Spinello-DCS, LLC and inspection of the private Improvements shall be performed by Spinello-DCS, LLC , both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Western Technologies, Inc. , and field testing of the private Improvements shall be performed by Western Technologies, Inc. , both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides

all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

- D. <u>Additional Testing</u>. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.
- 6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O.requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: N/A not requesting final plat at this time Amount: \$
Name of Financial Institution or Surety providing Guaranty:
Date City first able to call Guaranty (Construction Completion Deadline):
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is:
V
Additional information:

- 7. <u>Notice of Start of Construction</u>. Before construction begins, the Developer shall deliver an acceptable Notice to Proceed to the City and shall arrange for a preconstruction conference and all required inspections.
- 8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

- 9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.
- 10. <u>Reduction of Financial Guaranty Upon Partial Completion</u>. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:
- A. <u>Loan Reserve Financial Guaranty</u>. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.
- B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:
- (1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;
- (2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.
- (3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. <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,

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representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

- 12. <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 any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.
- 14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.
- 15. <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 <u>Developer</u> and the Owner and their heirs, successors and assigns.
- 16. <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 (6) days after the notice is mailed if there is no actual evidence of receipt.
- 17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

- 18. <u>Changes to Agreement</u>. Changes to this Agreement are not binding unless made in writing, signed by both parties.
- 19. <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.
- 20. <u>Captions</u>. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.
- 21. <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 Legal Department on this form.
- 22. <u>Authority to Execute</u>. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

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

DEVELOPER: PV Valle Prado, LLC	CITY OF ALBUQUERQUE
By [Signature]:	By:
By [Signature]: /	Shahab Biazar, P.E., City Engineer
Title: Manager of Manager	Dated: 2/2/20
Dated: UV W	- 1000

	DEVELOPER'S NOT	ΆRΥ	
STATE OF			
COUNTY OF) 55.		
This instrument was acknowledg	ed before ne on this_	day of	, 20, by
[name of person:]		, [title or capacity,	for instance,
"President" or "Owner":]			of
[Developer:]			***************************************
		RES	
(SEAL)	Notary	Public	······································
	My Con	nmissionExpires:	
	CITY'S NOTAR	Y	
STATE OF NEW MEXICO)		
COUNTY OF BERNALILLO) ss.)		
This instrument was acknowledg	ged before me on this	20 day of Feb	ruary, 20 20.
by Shahab Biazar, P.E., City Engineer			
said corporation.	Notary	hould to Re	Badi
MATON	My Con	nmission Expires:	Louch 15,202/
	EXHIBIT A ATTAC ATTORNEY ATTACH WNER OF THE DEVEL	ED IF DEVELOPER	1

IIA Procedure B

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ACKNOWLEDGMENT

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

validity of that document.	***************************************		
State of California County ofSAN DIEGO	1)	
On February 3, 2020	_ before me,	JOSEFIN M.	F. MANELSKI, NOTARY PUBLIC me and title of the officer)
personally appeared Kevin Wed	chter		
who proved to me on the basis of subscribed to the within instrument his/her/their authorized capacity(je person(s), or the entity upon behalf	satisfactory e t and acknow es), and that b If of which the	rledged to me by his/ her/their e person(a) ac	
I certify under PENALTY OF PER, paragraph is true and correct.	JURY under t	he laws of the	State of California that the foregoing
WITNESS my hand and official sea	al.		JOSEFIN M. F. MANELSKI Notary Public - California San Diego County Commission # 2189076
Signature Maul	<u> </u>	(Seal)	My Comm. Expires Mar 31, 2021

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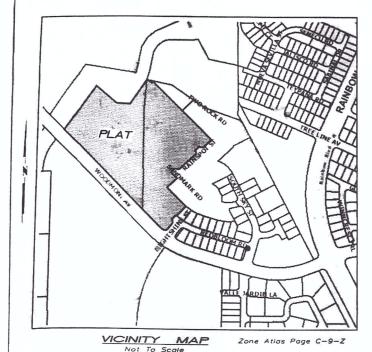
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		35010	t Graduis and dranage certificati Othe release de rhancial chapat	enter de Cualber e au De	馬 用CMIPEO ENOR					
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	StA Sequence #	Proper #	Size	Type of improvement	Locatene	Fenn	Tp	Private temperatur	City Inspector	City Cast Engineer
Г			CURLIE WATERLI	NE WORDYENENTS - UNIT &				g	*****************	
			12" DAN 151M	WATERLINE WYNEC VALVES FRS, MISS 6 W.S	PROJUMENT AVEILLE	WEST BOUNDARY	EX THACT IS FAST INDUMORY		ř	
	***************************************		17701A (5W)	WATERLINE WHEC VALVES FIRS SUS & RUS	ANDONAL LINGHIGOGOM	PASEUCILL NURTH	REST BOKINDARA	***************************************	*	
			\$1 22 000000	PHS MISS NIS PHS MISS NIS	WOODMONT AVENUE	EASTERN TERMINATE OF	Ex 1." #W WATERLINE			
	4		AL DIA SERV	WATERLINE WINES VALVES FHS. MIS & MPS	SCHIP DXF SLEET	TWIT ROCK ROAD	1,07 3445			
			# (5/A)	WATERLINE WINES VALVES FIRST ARIS	SAHEMARKROALI	TWO ROLL ROAD	SAME PLOOP STREET		, , , , , , , , , , , , , , , , , , ,	*
	The state of the s		4, 019 12M	Watehline volves Firs, mus & rus	SARDMARK ROAD	SAMD FOOK STREET	101 2533		***************************************	*
			8° DIA (5W)	Waterline Winect Values The Nub a Nus	тую роси нако	SANDMARK ROAD	SOLAH OKY STREET		shirmon managements	
			8" () (A (S'A)	PATERLINE W HECTVALVES FIRS AUGA HJR	PEDBLOOM ROAD	ACCT FOR POARY	SAND HOCK STREET	· · · · · · · · · · · · · · · · · · ·	***************************************	
			6"OM (5NA)	MATERIALE WINEC. VALVES FHS, MJO & PLIS	hedbloon poad	SAND ROCK STREET	LOT 4:15		***************************************	
			4 . ፍክሃ (4 <i>N</i> .)	MATERINE WINCO VALVES THE MISSING	яеры ром полр	§ 53T 4214	LAST SOURDARY LOT 1117 WIGHTSHINE STREET	***************************************	3	3
			6° fba (530)	VATERLING W NEGOVALVES FES, MYS & RUS	SAND ROCK STREET	ADDDINGNT AVENUE	SANUMARN STPEET	******************	3.	· · · · · · · · · · · · · · · · · · ·
***************************************	***************************************		THE PRY TO BE LOC	HE HI WOODWONT AVENUE FROM TH ATED OUTSIDE OF FIDADWAY	ACT 6 EAST BOUNDARY TO NIGH	PRINC CHEET CONTRAC	TEU WYACLE PRAOD WIT I	Presidoni e	1436mmmannannnanagangiasia	
Diseases and the same	riski revisioni internazioni en escoluti	**************************************	PUBLIC SAMITARY	SEWER IMPROVEMENTS - UNIT 4			3"		0444044gasssssssssssssssssssssssssssssss	WAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
-			R" Osa	Sanitary sever 40 Nec. 1445 & Services	SOUTH SKY STREET	WEST BOUNDARY LOT 1940	FAST ODENDARY LOT MAS BARRPOT STREET	3	<u> </u>	
-			a' ina	Santary Sewen Winec	SAMPMARK ROAD	WEST BOUNDARY (OF 2708	EAST BOUNDARY LOT 19/33 EARSPOT STHEET	*	\$	***************************************
	W		5° 124A	SANITARY SEMER WINES. MHS A SERVICES	#EDELOCM POAD	WEST ROUNDARY LOT : 104	EAST BOUNDARY LOT WIZ HIGHTSHIME STREET	***************************************		
			u. Oly	EANITARY SEVER VANEC MYE & SERVICES	SAND ROCK STREET	REDBLOOM ROWD	COT 28/27	3	***************************************	
1000	and the second	93.40								200

Sequence #	CGA ORC Project #	Nes	Type of improvement	Location	From	To	Private	Crty	City Cost Enganeer
		VALLE PRADO	UNIT 5 WORK ORDER WILL NOT B IAL AND FINAL INSPECTION WITH	BE ISSUED UNTIL VAL	LE PRADO UNIT 4 JERQUE HAS OCCURS	RED			
g	***************************************	PAVING - UNIT S	II S						
		36' F-F-04	ARTERIAL FAVING WIPCO CURB & OUTTER, AC 8' WIPE TPAIL ON MORTH SIDE"	MEDINGRI AVENUE	UNIT B UNIT B UNIT B	DOLL BOUNDARY	***************************************	***************************************	
		ZC).E	RESIDENTIAL PAVING W PCC CHRE & GUTTER, PCG 4' WIDE PREVALE ON SOTH SIDES!	STRUBBLE Y STREET	190 HOCK BOAD	FAST BOLOUSRY LUT 3840	***************************************		
		54 € s	PERIDENTIAL PANING WIFFCE CORR A GUTTER, PCC # MOE SIDEWALK ON BOTH SIDES:	Gandarana Hoad	PAO ROCK SCALI	FAST BENUMBARY LOT 77'S TOJ	500000000000000000000000000000000000000	***************************************	
		38° F.F	PÉSIDENTIAL PAYING W PCC CURB 1 GUTTER PGC 4' WIDE SIDEWAL* ON PC! H SIDES*	data woo mada	TWO POCK HOWN	Each Bollmoarky LOLLYM	***************************************	· · · · · · · · · · · · · · · · · · ·	
		25°F-F	RESIDENTIAL PAVING W POC CURB & GOTTEP FOCK WIDE SIDENTIAL PAVING W POC	ALACK SAHD STREET	REDBLOOM ROAD	SANDMARK (POAD)		5	
		297 8.3	RESIDENTIAL PAVING WE PCC CURR & GUTTER, PCC A WIDE SIEWMALK ON ROTH GITER:	TWO ROYS ROAD	PEDBLOOM ROAD	SANDMARK RYAD	,	3	
		NF.F	RESIDENTIAL PAURIG IM PCC CUPH'S GUTTEP, PCC'A' MIDE SEEWALK ON ROTH SIDES	TWO ROCE ROAD	SAHOMARK ROALI	PRESENCE HEROIT		, c	-
	***************************************	SIDEWALKS TO BE WOODWONT AVE	BUILTIGEFERRED IN ACCIONDANCE WARP NUE FROM TRACT IS EAST HOUNDARY TO A	POVED SIDEWALK FXHILIT HENTSHINE STREET COINS	RUCTED WWALLE PRADO	unt i prvezdisel			B
		PUBLIC STORM DRA	NW IMPROVEMENTS - UNIT D					900000000	
		£.	WENDERS OF THE STREET OF THE S	HAGE OSZ WEST SIDE FAVO ROCK HOAD	SOUTH SKY STASET	COND As		<u> </u>	
		Na digital de la constanta de	interia poud as 10 st ag-FT Fiture volume 4 st ag-FT (trans dan Mumible epathage fahement and co	THACT OF 2 PRING DVENANT				}	Elevidoren de constante de cons
		NOTE	A GRADING AND DRAINAGE CERTIFICATI TO THE RELEASE OF FRIANCIAL GUARAN	ion of the crading plan viv	IS RECURRED PHIOR			j	
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SEA Inquence of	COA DRG Project #	*}r%#	Type of limprosument	Location	From	Fe .	Private	City	City Cnut Engineer
	iseen francos con anno 1995 filliológic de eilen en e	PUBLIC WATURLE	E IMPROVEMENTS - LINETS				F		***************************************
		n' ma /5W	materine in her valves	SOUTH SKY STREET	TWO ROCK ROAD	EAST EXAMINARY LOT INVO		4	1
		\$* DIA (383)	WATERLINE WYNEC VALVES FILL MYS & RUS	Sanniars Poag	TWO ROCK PCMC	CAST DOUBLOARY (C) (2008		\$.	
		ጀ. ርክዎ ተራ <i>ለ</i> ሀ	Waterline wines values firs miss rus	经负债 经负债 经负债	TWO HOCK ROAD	ERST TODUMBAHY		**************************************	T Management of the Control of the C
7		4, 019 4 7 44	AWTERLINE OF SHEE VALUES THS, MUSA RUS	HEACH SAMP STREET	PFDR.GOM POAC	SAMPEZANO, PECAN		ť	
		H, (NY 124A)	NATERLINE WHEC VALVES FIRS, MEE & RUS	DAD BOOK HOVE	HEDROOM ROACI	COULH DIN STREET			
***************************************	······································						<u> </u>	SSSSS and the second section of the section o	
OR COLOR		PUBLIC SAMITARY	SEWER IMPROVEMENTS - UNIL S					**************************************	Month described and an extended to the control of t
		计" 5转入	Santary Sewer Wared. With a sepances	SOUTH SHY STREET	FOL 21142	FOLSHAO EVEL GOTVEFBA		<u> </u>	
	***************************************	4, 014	BAHTARY SEWER WINES. MRTS & SERVICED	S-NOMARK TOAD	(0) 23	E491 BUNINDARY LOT 27/28	3		
		5"014	SANTARY SEWER VW NEC	REDBLOOK HOAD	TWO ROCK ROAD	east borndah+ Loz 104	5	;	
		8-£3;A	nal v seralez Nal v seralez	DEACR SAND STREET	PEDILOON ROAD	LGT 26/2?	*	***************************************	
Danie		a, Div	SANTARY SERVER WINES, MIS & SERVICES	TWO ROCK BOATS	HEDBLION ROAD	EC1 16/19	3	É	
Books	······································					Ed convergence of the convergenc			

ACENIE.	SAVEU		DEVIZORVENT REVIEW ROARD MEMBER AT	-ygony(2	***************************************
SCOLL STEFFEN DREPARCY EVENT MAME PRICE LAND AND DEVELORM SOOT SYNATORE MANUAL TIME-1: BASEL TO REPRESENCE WITHOUT A S	ENT GROUP	ABUAUA ABUAUA ABUAUA ABUAUA	8-28-19 8-28-19 BAIR 03-37-19 DAIR S/28/19	COMMENSATION COMMENSATION	8.73.19 DATE
		region ideals con	REUTE PLYEDEN	ng distribution and a contract of the second	
		SMC CHAR	HERE IS SAFELY	-GIND	
and the state of t				de annuel de la company de la	



GENERAL NOTES

- Bearings are grid and based on the New Mexico State Plane Coordinate System, Central Zone (NAD83).
- 2. Distances are ground.
- 3. Distances along curved lines are arc lengths.
- Record Plat or Deed bearings and distances do not differ from those established by the plat of record.
- All corners found in place and held were tagged with a brass disk stamped "L.S. 8911" unless otherwise indicated hereon.
- All corners that were set are either a 5/8" rebar with cap stamped "L.S. 8911" or a concrete nail with brass disk stamped "L.S. 8911" unless atherwise indicated hereon.
- 7. City of Albuquerque Zone Atlas Page C-9-Z.
- All street centerline monumentation shall be installed at all centerline PC's, PT's, angle points and street intersections and shown thus All centerline monumentation will be set using the standard four (*) aluminum monument stamped "City of Albuquerque Centerline Monument— Do not disturb, PS Number 8911 and will be set flush with the final asphalt lift.
- Mannoles will be offset at all points of curvature, points of tangency, street intersections, and all other angle points to allow use of centerline manumentation.

SUBDIVISION DATA

- 1. Total number of existing Tracts: 2
- 2. Total number of Lats created: 45
- 2. Total number of Tracts created: 7
- 3. Total mileage of full width streets created: .22 miles
- 4. Gross Subdivision acreage: 15.5181 acres.

TREASURERS CERTIFICATION

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plot are granted for the

- 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.
- New Mexico Gas Compony for Installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessory to provide natural gas services.
- C. Owest Corporation d/b/a CenturyLinik 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.

reasonably necessary to provide Cable services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and mortish facelities for under the relocation facelities for the relocation for the property of the relocation for the purposes set forth herein and with the right of and privilege of going upon, over and across adjoining lands of Crontor 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 time and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), had tube concrete on more place of the concrete on the passion of the standard of the concrete on the passion of the standard of the stand

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

DISCLAIMER

Ministeria this piol. Public Service Company of New Mexico in approving the piol. Public Service Company of New Mexico Ges Company (MMCQ) gift not conduct to Title Service of the properties shown hereon, Consequently Mexico of NMCG on not work or refered on y excernent or exempt in the piol. Public which may have been granted by prior piol, replat or other document and which are not shown on this piol.

PURPOSE OF PLAT:

The purpose of this Plat is to:

- 1. Create 45 new Lots and 7 Tracts as shown hereon.
- Dedicate the Public street right of ways as shown hereon to the City of Albuquerque in fee simple with warranty covenants by this plat.
- 3. Grant the new Public easements as shown hereon.
- 4. Show vacation of Temporary Public Drainage easement by SD-2019+000027 as shown hereon.

SECTION 14-14-4-7 PROHIBITION ON PRIVATE RESTRICTIONS ON THE INSTALLATION OF BOLAR COLLECTORS

"No property within the area of this plat shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or rected on the lots or parcels within the area of proposed plat.

The foregoing reguirement shall be a condition to approval of this

PLAT OF

VALLE PRADO UNIT 4

(BEING A REPLAT OF A PORTION OF TRACT C. VALLE PRADO UNIT 3 AND A PORTION OF TRACT 8, THE TRAILS UNIT 3A) 10177-01/

THE TOWN OF ALAMEDA GRANT

PROJECTED SECTION IS , TOWNSHIP II NORTH , RANGE 2 EAST NEW MEXICO PRINCIPAL MERICIAN CITY OF ALBUQUEROUS BEFINALILLO COUNTY, NEW MEXICO

MAY, 2020

PROJECT NUMBER: PH-2018-001801	-
PLAT APPROVAL	
UTLITY APPROVALS	
Public Service Company of New Mexico	Date
New Mexico Gas Company	Date
Owest Corporation d/b/a CenturyLink QC.	Dote
Comcast	Date
CITY ATTROVALES Entry 11. Rivelens 7.5. City Surveyor Deportment of Municipal Development	5/28/2020
Real Property Division	Date
Environmental Health Department	Date
Traffic Engineering, Transportation Division	Dots
ABCWUA	Date
Parks and Recreation Department	Date
AMAFCA	Date
City Engineer	Date

DRB Chairperson, Planning Department SURVEYORS CERTIFICATION

I. David R. Vigit, New Mexico Professional Surveyor Number 8911, hereby certify that this plat of survey was prepared from field notes of an actual ground survey performed by me or under my supervision; that it meets the Stondards for Lond Surveye in New Mexico as adopted by the New Mexico State Board of Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements for surveys and monumentation of the Albuquerque Subdivision Ordinance; that it shows all of my knowledge and belief.

David R. Vigil NMPS No. 8911



SHEET 1 OF 3

Onte



Consulting Surveyors

Consulting Surveyors

Phone 505-587-59

Sold Valley View Drive, N. W. Albuquerque, New Mexico S7114 Pag 505-587-59

			Curve	Table		
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C)	8.58	499.00	4 29	6.58	N48' 58' 18"W	0.28,06_
C2	36.29	25.00	22.18	33 18	S6' 53' 56"F	83709'38*
C3	50.66	30.00	33.26	44.85	583' Q3' 24"W	96'45'03"
C4	4983	65:00	24.93	49.82	N46' 22' 29'W	473'10"
C5	36.33	394 00	18 18	36.31	\$46' 49' 23'E	576'57"
C6	13 10	25.00	6.71	12.95	N33" 27" 50"W	30'01'49"
C7	23:9	25.00	12 50	22 36	N8' 06' 59"E	53'07'48"
Ce	25.23	30.00	13.42	24.49	N58' 46' 34"E	4871'23"
C9	25.43	10.00	13.53	24 67	\$72° 50° 54°E	48"33"40"
C10	38 86	651.00	19 43	Ja. 85	546' 51' 28'E	37572
CII	10 98	651.00	5.49	10.98	S44. 39. 23.E	05758
C12	39 19	522 50	19.60	39 18	246, 18, 20,E	477'50"
CIJ	17.41	499.00	18 72	37.42	546" 19" 50"E	417'50"
C14	40.95	546 00	20.49	40 94		
Ct5	10 98	546.00			2.0 .2 .0 .	477'50"
C16	29.97	546.00	5 49	10.98	544' 45' 28'E	109'07"
			14 99	29 97	S46' 54' 23"E	308'44"
C17	41 79	323.50	20 93		S40" 28" 51"E	774'07"
CIB	.38.76	300.00	19 41	38.73	540' 28' 51"E	7'24'07"
CIS	35 72	276 50	17.89	35 70	S40' 28' 51'E	774'07"
C20	4.74	323 50	2 37	4 74	537" 11' 59°E	0'50'23"
C21	37.05	323 50	18.55	37.03	540' 54' 02'E	8'33'44"
C22	26.72	276.50	13.37	26.71	S39° 32' 53°E	5'32'12"
C23	9.00	276.50	4.50	9 00	543" 14" 57"E	131'55"
·C24	35.73	276.50	17.89	35.70	N40" 28" 53"W	7'24'11"
C25	38.76	300.00	19.41	38.74	N40" 28" 53"W	724'11"
C26	41.80	323 50	20.93	41 27	N40" 28" 53"W	774'11"
C27	19.32	323.50	9 66	19.31	N42" 28' 20"W	37576"
C28	22 48	323 50	11 25	22.48	N38" 46" 15"W	3'58'55"
C29	39.27	25 00	25 00	35 36	N89" 10" 54"W	90000'00"
C30	39.27	25.00	25 00	35.36	SD: 49' D6"W	90'00'00"
C31	39.27	25 00	25.00	35 36	589" 10" 54"E	90'00'00"
C32	39 27	25.00	25 00	35.36	NO' 49' 06"E	200,00,00
CJJ	29 42	25.00	16 58	27 75	579° J1° J9°W	67'25'06"
C34	9 85	25 00	4.99	9.79	N55" 28" 21"W	22'34'54"
C35	29 42	25.00	16 68	27.75	512' 06' 33"W	67'25'06"
C36	9.85	25.00	4 99	9 79	532° 53' 27°E	22'34'54"
C37	10.67	25 00	5 42	10.59	556' 24' 26"E	24"27"04"
cse	28 60	25.00	16 16	27.07	N78' 35' 34"E	65'32'56"
C39	28 60	25.00	16 10	27.07	N13. 05. 38.E	65'32'56"
640	16.67	25.00	5 42	10.59	N31' 57' 22'W	2477'04"
C41	39.27	25.00	25.00	35.36	289. 10, 24 E	90,00,00
C42	39.27	25.00	25.00	35 36	20. 48, 00,44 288, 10, 24 E	
642	27/2/	£3.00	23.00	22.20	20 43 00 14	90,00,00

			Curve	Table	
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING
C44	16.09	25.00	8.33	15.81	525' 44' 49 E
C45	36.42	25 00	22.30	33 29	587" 33" 22"W
C46	103.35	838.17	51.74	103 29	N48" 28" 11"W
C47	96 91	791 17	48.52	96.85	N48' 29' 28"W
C48	19.10	823 50	9.55	19.10	551' 22' 08'E
C49	44 22	838 17	22.12	44.22	N50' 29' 26"W
C50	30 97	25.00	17.78	28 98	S81' 14' 32"W
C51	5.51	25.00	2.77	5.50	N57" 01" 06"W
C52	39.27	25.00	25.00	35.36	NO. 49, 00 E
CSS	100.13	814 67	50.13	100.07	N48' 28' 48'W
C54	109.63	800 00	54 90	109.55	\$48' 06' 27"F
C55	47.92	800.00	23.97	47 91	545' 53 52"€
C56	61.71	800.00	30.87	61.70	549° 49° 25°E
C57	59 13	838 17	29.58	59 12	N46' 57' 29"W
C5#	27 70	791 17	13.85	27.70	N45' 59' 06"W
C59	69 21	791 17	34.63	69.19	N49' 29' 39 W
C60	96.91	291 17	48.52	96.85	N48' 29' 28"W
C6:	:06.41	776.50	53 29	106 33	548 06 27 E
C62	7.58	776.50	3.79	7.58	S44" 27" 40°E
C63	46.04	776 50	23.03	46.04	546' 26' 22'E
C54	47 70	776 50	23.86	47.69	549° 53' 52°E
C65	510	776.50	2.55		
C66	38.00	323 50	19.02	5.10 37 98	\$51" 50" 44"E \$47" 32" 48"E
C57	30 02	427 10	15.02		N49" 28" 44"W
C68	34 07	276 50	17.06	34.05	547' 42' 44'8
C69	33.95	380.10	16.98	33 93	
C70		380.10			\$49° 05° 22°£
***********	29 26		14.64	29 26	N49' 05' 02"W
C71	15.18	276 50	7 59	15.18	549' 40' 12°E
C72	18 90	276.50	9.45	18 89	\$46' 08' 23'E
C73	39.27	25.00	25 00	35.36	N89" 10" 54"W
C74	39 27	25.00	25.00	35.36	50" 49" 06"W
C75	39 27	25 00	25.00	35.36	N89' 10' 54"W
C76	38.76	300.00	19.41	36.73	547° 52' 58°E
C37	16.06	25.00	8.32	15.78	562. 35. 03.E
C78	23.21	25 00	12.52	22.39	M72' 24' 57"E
C79	23 15	25.00	12,48	22 33	N19" 17" 16"E
C80	16 12	25 00	8.35	15.84	N25' 42' 44"W
CS!	16 09	25 00	8.33	15 81	562° 37' 00°E
CBZ	23 18	25.00	12.50	22.36	N72" 23" 00"E
CBJ	8 80	323.50	4,40	8.80	544" 57" 40"E
C84	29.20	323.50	14.61	29.19	548' 19' JJE
CØ5	13.31	96.50	8.87	13.30	N36" 48" 46"E

LEGAL DESCRIPTION

TROL CYCLIN PORCE OF SECURITION
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Being more particularly described as follows:

BECOMMENT of a paint on said Tract C. Valle Freds unit, 5, said paint of this being the Northeast corner of Lot 10, VALLE PRADO LINT 1, Red the last said from the affice of the County Clerk of Bernellic County, New Mexico, on December 19, 2014, in Plot Book 2014C, Page 1,38, whence the Albuquerque Control Survey Monument 7-C10" bears \$864558T, a distance of \$571.44 lest; thence,

Along the West Line of sold Volle Prada Unit 1 the following six courses:

\$40°32'09'W, a distance of 105.00 feet to a point of curvature; thence,

8.58 feet along the arc of a curve to the right, said curve having a radius of 499.00 feet a chord which bears N45'8'18''', a distance of 8.58 feet and a deta of 003'9'05' to a point; thence;

\$41'31'15"W, a distance of 47.00 feet to a point of curvature; thence,

36.29 feet along the orc of a curve to the right, sold curve having a radius of 25.00 feet a chord which bears $506.356^{\circ}\mathrm{E}$, a distance of 3.18 feet and a delta of 3.705.26 to a point of tangency. Thence,

\$34'40'53"W, a distance of 49.78 feet to a point of curvature; thence

50.66 feet along the arc of a curve to the right, said curve having a radius of 30.00 feet a chord which bears S83/33747%, a distance of 44.85 and a delto of 9645/03° to a point on the north right of way line of Woodmon! Avanue N.W. and a point of compound curvature;

Along sold north right of way line the following two courses:

48.83 feet clong the arc of a curve to the right, said curve having a radius of 651.00 feet a chard which bears N46.22.23 W, a distance of 48.82 and a delta of 0.423.10 La point of tangency, thence,

N44'10'34'N, a distance of 1044.22 feet to a point on right of way line, abid point common to the southeast corner of Tract 05-2. The Traits Unit JA, filed in the office of the County Clerk of Bernallilo County, New Mexico, on December 21, 2007, in Plot Book 2007C, Page 352; thence,

Along the west line of said Tract OS-2 the following six course

M33'57'57'E, a distance of 432.69 feet to a point; thence,

\$49'49'12"E, a distance of 207.93 feet to a point; thence, S89'33'10"E, a distance of 102.11 feet to a point; thence,

N32'12'03"E, a distance of 237.43 feet to a point on the north right of way line of Two Rock Road N.W.; thence,

Lawling sold north right of way line \$5700'22'E, a distance of 47.01 feet to a point on the south right of way line of sold Two Rock Rood sold dae being a point of curvature; thence,

13.31 feet dong sold south right of say his off the art of a curve to the right, sold curve having or codius and sold off the art of a curve to the right, sold curve having or codius and sold off the sold his point on sold right of any line, sold point are being on the south his of total Production. If sold in the office of the County Clark of Bernallik 1864 in the office of the County Clark of Bernallik 1865, thereon.

Along the south line of sold Volle Prodo Unit 3 and along Valle Prodo Unit 2, fled in the office of the County Clark of Benedillo County, New Marko, on Aupust 11, 2013, in Plot Book 20126, Pages 25, 447034° a delinated 15 and 16 and

Along sold west right of way line the following eight courses.

\$45'49'06"W, a distance of 100.00 feet tot a paint of curvature; thence.

39.27 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet a chard which bears N8970'54"W, a distance of 36.36 feet and a delta of 90'00'00" to a point theree.

\$45'49'06"W, a distance of 47.00 feet to a point of curvature; thence,

39.27 feet along the arc of a curve to the left, sold curve having a radius of 23.00 feet a chard which bears 500/49'06"N, a distance of 36.36 feet and a data of 90'00'00" to a point; thence,

\$45'49'06W, a distance of 160.00 feet to a point of curvature; thence

39.27 feet along the arc of a curve to the right, sold curve having a radius of 25.00 feet a chard which bears NB\$7034*W, a distance of 36.36 feet and a deta of 900000*To a point theore.

S45'49'06"W, a distance of 47.00 feet to a paint; thence,

\$44*10'54"E, a distance of 67.71 feet to a point on the west line of said VALLE PRADO UNIT 2: thence.

Along said VALLE PRADO UNIT 2 the following three courses:

\$45'49"06"W, a distance of 105.00 feet to a point; thence,

\$4470'54"E, a distance of 172.00 feet to a point of curvature; thence,

36.33 feet along the arc of a curve to the right, said curve having a radius of 394.00 feet and a chord which bears $546.49^{\circ}23^{\circ}E$, a distance of 36.31 feet and a delta 0477'30" to the point of beginning

Contains 15.5181 Acres more or less.

PLAT OF

VALLE PRADO UNIT 4

(BEING A REPLAT OF A PORTION OF TRACT C, VALLE PRADO UNIT 3 AND A PORTION OF TRACT 6, THE TRAILS UNIT 3A)

THE TOWN OF ALAMEDA GRANT

PROJECTED SECTION 18 , TOWNSHIP 11 NORTH , RANGE 2 EAST NEW MEDICO PRINCIPAL MERIDIAN CITY OF ALBUQUEROUE BERNALLLO COUNTY, MEW MEXICO

FREE CONSENT AND DEDICATION

OWNER

PV VALLE PRADO, LLC

6/17/20

ACKNOWL EDGMENT

A notary subtic or other efficer completing this curtificate verifies only the identity of the individual who signed the document to which this certificate is stached, and not the truthfulness, accuracy, or velicity of that document.

State of California
County of San Diego

Josefin M. F. Manelski, Notary Public on June 17, 2020 before me March

personally exposured <u>K. Usin W. Curt. Cr.</u> <u>As Imager of Manager</u> who proved to me on the basis of statisticity existing to be the personality-holes remarked that it is accordant to the which inclumented end deviationalization to an electrochrelia the survival exclusive the same of high including exception to the Inhability-basis possible on the Inhability-basis possible on the Inhability amongst on the Inhability basis of the Inhabi

I cartily under PENALTY OF PERJURY under the tens of the State of California that the foregoing paracrack is true and coreset.

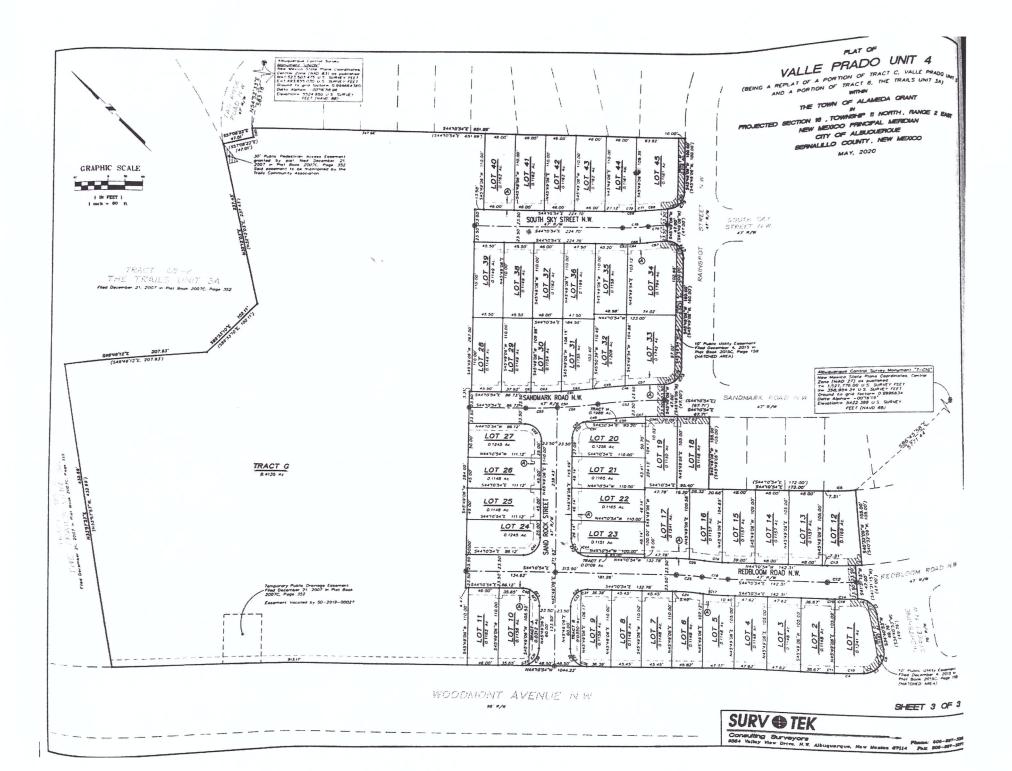
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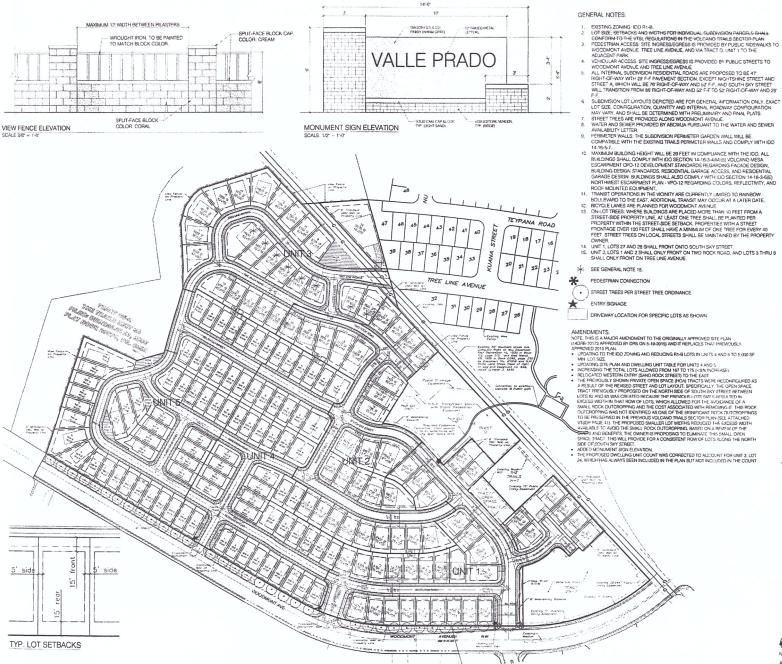
Bignature mauli

SHEET 2 OF 3



Consulting Surveyors Phase: 606-687-2300 Phase: 606-687-2300 Phase Philip Pair Side-887-2307





SITE VICINITY

RIC-26 GRAPHIC SCALE MAP NO. C-09

> SITE DATA: TOTAL DEVELOPED AREA, 39.43 AC.

ZONING: SU-2, VTSL., VOLCANO TRAILS/SUBURBAN RESIDENTIAL SMALL LOT

PROPOSED DWELLING UNITS: UNIT 3 UNIT 4 UNIT 5

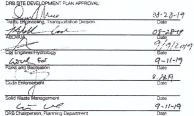
LEGAL DESCRIPTION:

LEGAL DESCRIPTION:
TRACTS 6, 9, AMD 10. THE TRAL'S UNIT 3A SUBDIMISION, CITY OF ALBIQUEROUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITIED BUILD LAND PLAT OF THE TRAILS UNIT 3A WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED RECEIVED IN THE TOWN OF ALAMEDA GRANT IN PROJECTED PRINCIPAL MERICIAN OT, TOWNSHIP IN HORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERICIAN, OF THE OFFICE OF THE COUNTY CHERK OF BERNALID COUNTY, NEW MEXICO, CHECKMER 21, 2007, IN PLAT 50 OK 2007C, PAGE 302, AS DOCUMENT NO. 2007/17/19.

PROJECT NUMBER: PR-2018-001991 APPLICATION NUMBER: SI-2019-00254

is an infrastructure List required? () Yes. () No. If yes, then a set of approved DRC plans with a work order is required for any construction within Public Right-of-Way or for construction of public improvements.

DRB SITE DEVELOPMENT PLAN APPROVAL



VALLE PRADO

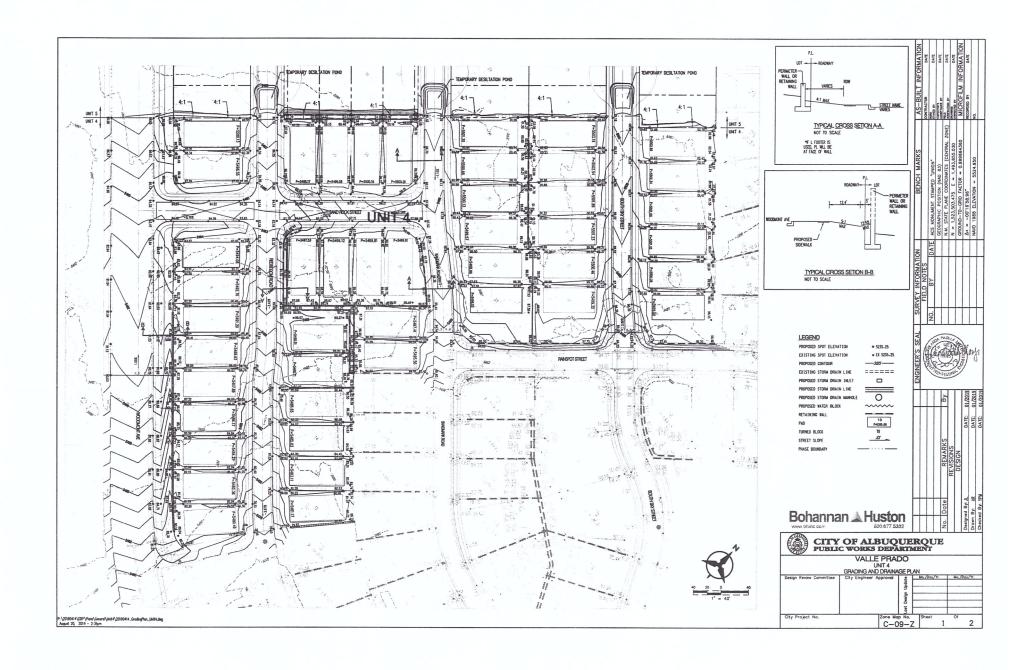
Site Plan for Subdivision

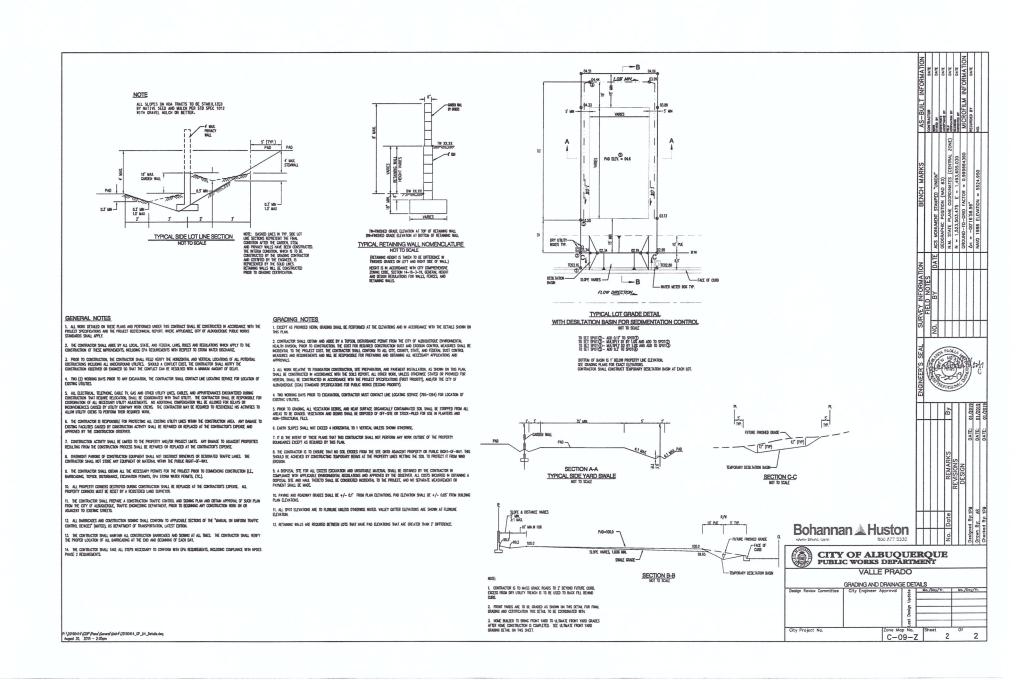
Prepared for: Woodmont Paseo, LLC 3077 E. Warm Springs Road Las Vegas, NV 89120

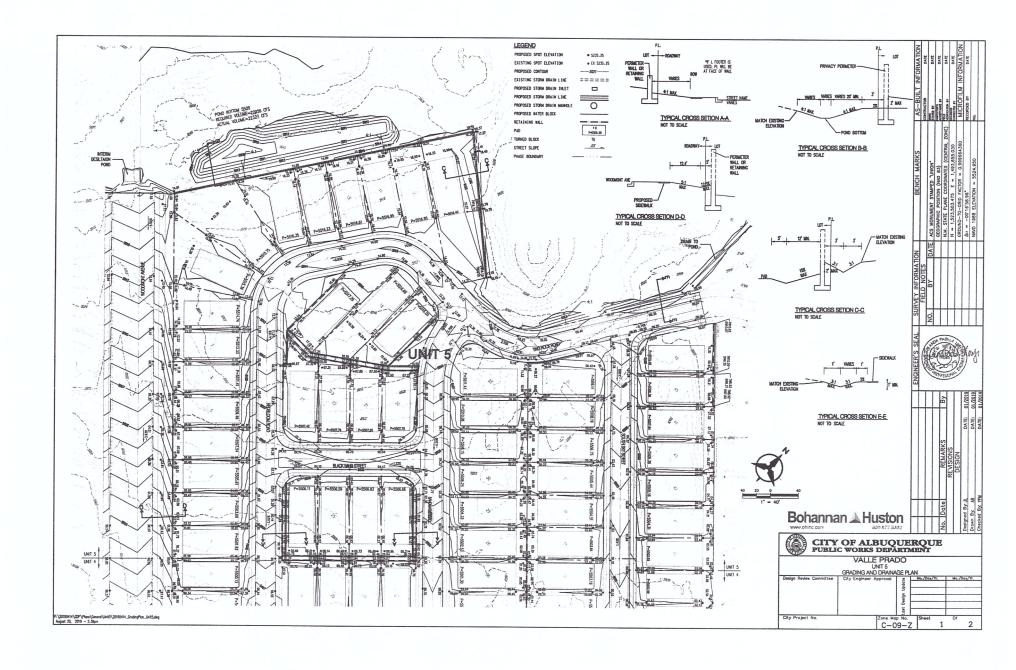
Prepared by Consensus Planning, Inc. 302 Eighth Street NW Albuquerque, NM 87102

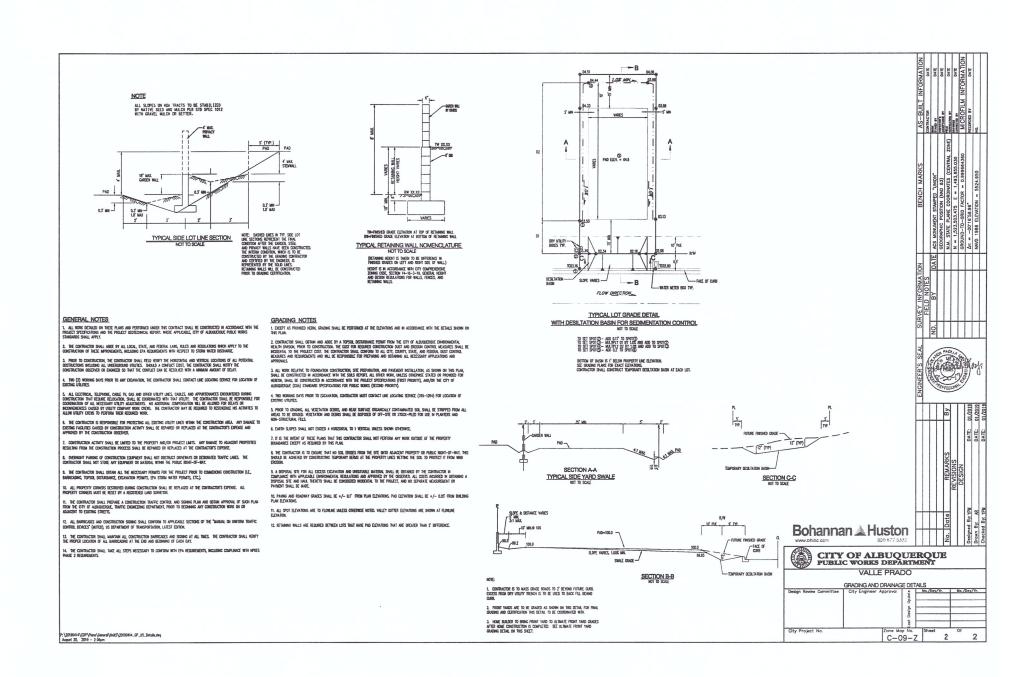












PLANNING DEPARTMENT
DEVELOPMENT SERVICES DIVISION
600 2nd Street NW, Ground Floor, 87102
P.O. Box 1293, Albuquerque, NM 87103
Office (505) 924-3946

AMENDED OFFICIAL NOTIFICATION OF DECISION

August 30, 2019

PV Trails, LLC 4350 La Jolla Village Drive, Suite 110 San Diego, CA 92122

Project# #PR-2018-001991

SD-2019-00026 – PRELIMINARY PLAT
VA-2019-00033- TEMPORARY DEF OF SIDEWALK
SD-2019-00027- VACATION OF TEMP PUBLIC
DRAINAGE EASEMENT

LEGAL DESCRIPTION:

For all or a portion of portion of TRACT 6 BULK LAND PLAT OF THE TRAILS UNIT 3A & TRACT C CORRECTION PLAT OF VALLE PRADO UNIT 3 (AKA VALLE PRADO UNITS 4 & 5), zoned R-1B, located on WOODMONT AVE between RAINBOW AVE and PASEO DEL NORTE BLVD, containing approximately 15.52 acre(s). (C-9)

On August 28, 2019 the Development Review Board (DRB) held a public meeting concerning the above referenced application and approved the request, with delegation to Planning and Hydrology, based on the following Findings

SD-2019-00026 - PRELIMINARY PLAT

- 1. This Preliminary Plat creates 93 residential lots in the two remaining phases of Valle Prado (units 4 + 5). This site is subject to an approved site plan (SI-2019-00254) and the Infrastructure List (IL) is tied to this preliminary plat.
- 2. The lots are allowed under the R1-B zone and meet the minimum lot size requirements.
- 3. The plat contains the required easements.
- 4. The Parks Department had no comments for the request.

VA-2019-00033- TEMPORARY DEFERRAL OF SIDEWALK

1. The deferral allows the applicant to construct the sidewalks on a lot by lot basis as each home is completed. This prevents damage to sidewalks during construction. The required sidewalks will still be built as shown on Exhibit B in the file.

Official Notice of Decision

Project# PR-2018-001991 Application# SD-2019-00026, VA-2019-00033, SD-2019-00027-

August 30, 2019

Page 2 of 3

- 2. The deferral is acceptable to Transportation.
- 3. The Parks Department had no comments for the request.

SD-2019-00027- VACATION OF TEMP PUBLIC DRAINAGE EASEMENT

- 1. This is a request to vacate temporary public drainage easement, shown in Exhibit C, that was granted in to allow for future storm drain runoff on Woodmont Avenue.
- 2. Vacation requests must meet the criteria in IDO Section 14-16-6-6-(K)(3)(a): The public welfare does not require that the public right of way or easement be retained: Storm drain inlets were constructed west of the Nightshine Street and Woodmont Avenue intersection on Valle Prado Unit 1 and Durango Unit 1. Woodmont Avenue has the capacity to convey storm drain runoff. Due to these improvements, the drainage is no longer needed.
- 3. Vacation requests must meet the criteria in 14-16-6-6(K)(3)(b): There is a net benefit to the public welfare because the development made possible by the vacation is clearly more beneficial to the public welfare than the minor detriment resulting from the vacation, and there is no convincing evidence that any substantial property right is being abridged against the will of the owner of that right.

 The request allows the site to develop and has sufficient drainage infrastructure. The applicant controls the site that contains the vacated easement. Because there is sufficient drainage infrastructure, no property owners will be impacted.
- 4. Hydrology had no objection to the vacation.

Conditions:

1. A plat is required to complete the vacations. The plat must be recorded within one year of this action.

<u>APPEAL</u>: If you wish to appeal this decision, you must do so within 15 days of the DRB's decision or by **SEPTEMBER 12, 2019.** The date of the DRB's decision is not included in the 15-day period for filing an appeal, and if the 15th day falls on a Saturday, Sunday or Holiday, the next working day is considered as the deadline for filing the appeal. Note: Preliminary Plats cannot be appealed according to the IDO section 14-16-6-4(T)(1).

For more information regarding the appeal process, please refer to Section 14-16-6-4(U) of the Integrated Development Ordinance (IDO). A Non-Refundable filing fee will be calculated at the Land Development Coordination Counter and is required at the time the appeal is filed.

You will receive notification if any person files an appeal. If there is no appeal, you can receive Building Permits at any time after the appeal deadline quoted above, provided all conditions imposed at the time of approval have been met. Applicants submitting for building permit prior to the completion of the appeal

period do so at their own risk. Successful applicants are reminded that there may be other City regulations

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August 30, 2019

Page 3 of 3

of the IDO that must be complied with, even after approval of the referenced application(s).

Sincerely,

asse

Maggie Gould Acting DRB Chair

KD/mg

Price Land Development 303 Roma Ave NW Suite 110 ABQ, NM 87102